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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday - March 16, 2023
Briefing Workshop at 6:00 PM
Regular Meeting at 7:00 PM

| | |
|---|---|
| **Mayor – Christine DeLisle** | **Place 4 – Na'Cole Thompson, *Mayor Pro Tem*** |
| **Place 1 – Kathryn Pantalion-Parker** | **Place 5 – Chris Czernek** |
| **Place 2 – Esme Mattke Longoria** | **Place 6 – Becki Ross** |
| **Place 3 – David McDonald** | **City Manager – Rick Beverlin** |

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

**BRIEFING WORKSHOP - CONVENE AT 6:00 PM**

1. Open Meeting.

2. Roll Call.

3. Discuss political sign placement and size, and receive sign ordinance update.

**REGULAR MEETING – CONVENE AT 7:00 PM**

4. Open Meeting, Invocation and Pledges of Allegiance.

5. Roll Call.

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

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

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

7. Recognitions/Proclamations/Visitors.
   - Mayor's Monarch Pledge

8. Receive presentation on Vietnam Veterans Memorial Day event.

9. Staff Reports
   - Brush removal update
   - Water update

## CONSENT AGENDA: ACTION

10. Approval of the minutes for meeting held on March 2, 2023.

11. Approval of the extension of the application expiration for Subdivision Case FP-21-0024 Devine Lake Phase 4 Final Plat; more particularly described by Williamson Central Appraisal District Parcel R502970; generally located to the southwest of the intersection of San Gabriel Parkway and Bagdad Road; Leander, Williamson County, Texas.

12. Approval of the second reading of an Ordinance regarding the Bar W Ranch East Annexation Case A-22-0006 regarding the voluntary annexation of 51.426 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R021711; and generally located to the southeast of the intersection of Kauffman Loop and Ronald W. Reagan Boulevard, Leander, Williamson County, Texas.

13. Approval of the second reading of an ordinance regarding Zoning Case Z-22-0021 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to adopt the Bar W Ranch East Commercial PUD (Planned Unit Development) with the base zoning districts of SFT-2-A (Single-Family Townhouse), MF-2-A (Multi-Family), and GC-2-A (General Commercial) on one (1) parcel of land approximately 51.426 acres ± in size, and approval of Development Agreement Case DA-22-0022 more particularly described by Williamson Central Appraisal District Parcel R021711; and generally located to the southeast of the intersection of Kauffman Loop and Ronald W Reagan Blvd., Leander, Williamson County, Texas.

14. Ratify approval of a professional services agreement with Willdan Financial Services for utility rate consulting services executed by the City Manager on February 22, 2022; and authorize a not-to-exceed amount of $100,000.00.

15. Approval of a Resolution suspending for forty-five (45) days the effective date proposed by Atmos Energy-Mid-Texas Division in its application filed on or about February 24, 2023, pursuant to section 104.301 of the Gas Utility Regulatory Act, also referred to as the "GRIP" statute.

16. Award of Pond Maintenance 2023 solicitation to DigDug Construction, LLC. for the maintenance of City-owned ponds in the amount of $137,851.94; and authorize the City Manager to execute any and all necessary documents.

17. Approval of Amendment 2 to Task Order GBA-001 with George Butler Associates, Inc., for additional professional services for detention study, floodplain analysis, additional design of Wastewater Lift Station No. 6, and additional design of Wastewater Lift Station No. 2 (CIP WW.44) project in the amount of $80,373.00 for a total contract amount of $581,536.00; and authorize the City Manager to execute any and all necessary documents.

18. Reject all bids received for wastewater collection system lift station improvements: Phase 2, Lift Station No. 7 and Lift Station No. 8 (CIP WW.44).

19. Approval of a Resolution authorizing the President of BCRUA to execute an Agreement with Thalle Construction Company for the repair of the thirty-six (36")- inch Underwater Pipeline.

20. Acceptance of public infrastructure improvements for Edgewood Subdivision Phase 1 Section 1.

21. Approval of Amendment 4 toTask Order WAL-2, Professional Services Agreement with Walker Partners, LLC, for revising construction documents of Downtown Fire Improvement projects (CIP W.22) to relocate a bore pit and temporary construction easement from one private property to another, in the amount of $12,750.00; for a new contract total of $273,972.00; and authorize the City Manager to execute any and all necessary documents.

22. Approval of reimbursable expenses for the cost to oversize utility lines requested by the City pursuant to the Devine Lake Phase 3 Development Agreement; and authorize of the City Manager to execute any and all necessary documents.

23. Approval of purchase of playground equipment for Devine Lake Park from Whirlix Design, Inc. in the amount of $85,000.00 utilizing the BuyBoard Contract 679-22; and authorize the City Manager to execute any and all necessary documents.

24. Approval of purchase of playground equipment for Robin Bledsoe Park from Whirlix Design, Inc. in the amount of $185,000.00 utilizing the BuyBoard Contract 679-22; and authorize the City Manager to execute any and all necessary documents.

## PUBLIC HEARING: ACTION

25. Conduct a Public Hearing regarding Zoning Case Z-22-0048 to amend the current zoning of TF-2-B (Two-Family) to adopt the Lion Drive Minor PUD (Planned Unit Development) with a base zoning district of SFT-2-A (Single-Family Townhouse) on three (3) parcels of land approximately 1.14 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R619654, R619653, and R61952; and more commonly known as 507-519 Lion Drive, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-22-0048 as described above.

## REGULAR AGENDA

26. Discuss and consider action on Development Agreement Case DA-22-0004 Hilltop Development Agreement and the Collateral Assignment of Rights Contract located on one (1) parcel of land approximately 105.064 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R560473; generally located at the southwest corner of CR 280 and the future extension of Lakeline Boulevard, Leander, Williamson County, Texas.

27. Discuss and consider action on the purchase of up to seven (7) various fleet vehicles from Gunn Buick GMC, Ltd. pursuant to the BuyBoard 601-19, in the amount of $302,006.90; and authorize the City Manager to execute any and all necessary documents.

28. Discuss and consider action on an Ordinance amending Ordinance No. 22-079-00 adopting the annual budget of the City of Leander, Texas for Fiscal Year 2023.

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

30. Council Member Closing Statements.

31. Convene into Executive Session pursuant to Section 551.074, Texas Government Code, to discuss city manager goals.

Reconvene into open session to take action as deemed appropriate in the City Council's discretion regarding city manager goals.

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 10 day of March 2023 by 5:00 p.m. pursuant to Chapter 551 of the Texas Government Code.

Dara Crabtree

Dara Crabtree, City Secretary, TRMC

**AGENDA ITEM # 10**

**EXECUTIVE SUMMARY**
**03/16/2023**

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**AGENDA SUBJECT:**

Approval of the minutes for meeting held on March 2, 2023.

**BACKGROUND:**

Attached are minutes for meeting held on March 2, 2023.

**PRESENTER:**

Dara Crabtree, City Secretary

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**Attachments**

1. Draft Minutes

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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday - March 2, 2023

| | |
|---|---|
| **Mayor – Christine DeLisle** | **Place 4 – Na'Cole Thompson, *Mayor Pro Tem*** |
| **Place 1 – Kathryn Pantalion-Parker** | **Place 5 – Chris Czernek** |
| **Place 2 – Esme Mattke Longoria** | **Place 6 – Becki Ross** |
| **Place 3 – David McDonald** | **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 6:02

2. Roll Call reflected all present.

3. Convene into Executive Session at 6:03 p.m. pursuant to:
1. Section 551.071, Texas Government Code, and Rule 1.05, Texas Disciplinary Rules of Professional Conduct, to consult with legal counsel regarding Cause No. 22-0710-CC1, *City of Leander v. Bonnet;* and
2. Section 551.072, Texas Government Code, to deliberate the purchase, exchange, lease, and value of real property for:
   a. Acquisition of property for public facilities; and
   b. Conveyance of City property.
~~3. Section 551.074, Texas Government Code, to discuss or deliberate the goals of a public officer or employee: City Manager.~~ ***[Postponed]***

Reconvene into open session at 6:38 p.m. to take action as deemed appropriate in the City Council's discretion regarding:
1. Cause No. 22-0710-CC1, *City of Leander v. Bonnet;* and
2. a. Acquisition of property for public facilities; and
   b. Conveyance of City property.
~~3. City Manager~~ ***[Postponed]***

Motion by Mayor Pro Tem Na'Cole Thompson, Seconded by Councilmember Becki Ross to let the agreed Commissioners Hearing stand.

**Vote:** 7 - 0

Item 2a. No action.

Item 2b. No action.

Briefing workshop adjourned at 6:38 p.m.

**Vote:** 7 - 0

**REGULAR MEETING – CONVENE AT 7:00 PM**

4. Opened meeting at 7:01 p.m., Invocation provided by Pastor Eric Bradford, Agape Christian Ministries and Mayor Christine led the Pledges of Allegiance. A moment of silence was observed of the recent passing of Richard B. Beverlin, Jr.

5. Roll Call reflected all present.

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

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

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

7. Recognitions/Proclamations/Visitors.
   - Women's History Month (March)
   - CAPCOG Flood Awareness Week (March 14-18)

8. Staff Reports
   - Public Works Update included: BCRUA underwater pipeline repair; raw waterline history; why did the line fail; how the line will be repaired; when the repair will be completed; measures can be taken to avoid another failure; brush drop-off events; and brush ROW cleanup.

**CONSENT AGENDA: ACTION**

Motion by Mayor Pro Tem Na'Cole Thompson, Seconded by Councilmember Esme Mattke Longoria to approve consent agenda items 9 through 14.

**Vote:** 7 - 0

9. Approval of the minutes for meeting held on February 16, 2023.

10. Award of construction contract to CC Carlton Industries, Ltd. for installation of the San Gabriel Elevated Storage Tank (CIP W.41) located at 1012 Azul Lagood Drive in the amount of $8,281,007.50; and authorize the City Manager to execute any and all necessary documents.

11. Approval of the purchase of one (1) 230-kilowatt generator from LOFTIN for the Leander Police Station located at 705 Leander Drive, Leander, Texas, utilizing Turnkey BuyBoard Contract No. 657-21 in the amount of $239,420.00; and authorize the City Manager to execute any and all necessary documents.

12. Approval of Task Order TSIT-26 with TSIT, Inc., for construction material testing services of water and wastewater lines in the Falcon Oaks neighborhood (CIP WW.20 and W.6) in the amount of $53,000.00; and authorize the City Manager to execute any and all necessary documents.

13. Approval of the updated Emergency Operations Plan.

14. Approval of Development Agreement Case DA-23-0002 regarding the Oaks of Leander Development Agreement on one (1) parcel of land approximately 8.113 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R559565, and commonly known as 1200 Halsey Drive, Leander, Williamson County, Texas.

## PUBLIC HEARING: ACTION

15. Mayor Christine opened a Public Hearing at 7:28 p.m. regarding Zoning Case Z-22-0021 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to adopt the Bar W Ranch East Commercial PUD (Planned Unit Development) with the base zoning districts of SFT-2-A (Single-Family Townhouse), MF-2-A (Multi-Family), and GC-2-A (General Commercial) on one (1) parcel of land approximately 51.426 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R021711, and generally located to the southeast of the intersection of Kauffman Loop and Ronald W. Reagan Boulevard, Leander, Williamson County, Texas. No one spoke in favor of the request. Alan Hanson, 4012 Duvall, Austin spoke in opposition of the request. The Public Hearing closed at 7:31 p.m.

- Discuss and consider action regarding Zoning Case Z-22-0021 as described above.

Motion by Councilmember Chris Czernek, Seconded by Councilmember Kathryn Pantalion-Parker to approve Zoning Case Z-22-0021 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to adopt the Bar W Ranch East Commercial PUD (Planned Unit Development) with the base zoning districts of SFT-2-A (Single-Family Townhouse), MF-2-A (Multi-Family), and GC-2-A (General Commercial) on one (1) parcel of land approximately 51.426 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R021711, and generally located to the southeast of the intersection of Kauffman Loop and Ronald W. Reagan Boulevard, Leander, Williamson County, Texas with PUD updates., following a discussion.

**Vote:** 7 - 0

16. Discuss and consider action regarding Concept Plan Case CP-22-0013 to adopt the LC Hero Way Concept Plan on two (2) parcels of land approximately 21.86 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R031600 & R457677, generally located to the northwest of the intersection of Hero Way and Main Street, Leander, Williamson County, Texas. ***[Pulled from the council agenda due to posting error and applicant making changes.]***

## REGULAR AGENDA

17. Discuss and consider action on a Resolution ratifying the City Manager entering into an agreement with TFR Enterprises, Inc. in the amount not to exceed $500,000.00 for brush debris removal services following Winter Storm Mara.

Motion by Mayor Christine DeLisle, Seconded by Councilmember Chris Czernek to approve a Resolution ratifying the City Manager entering into an agreement with TFR Enterprises, Inc. in the amount not to exceed $500,000.00 for brush debris removal services following Winter Storm Mara, following a discussion.

**Vote:** 7 - 0

18. Discuss and consider action on an Ordinance amending Chapter 4, Article 4.10 and Section A4.008 of the Appendix A Fee Schedule of the City Code of Ordinances regulating wrecker services; adding definitions; updating fees related to non-consent tows; establishing vehicle requirements, operational response regulations and duties of wrecker operator permit holders; updating rotation list procedures; providing for enforcement and penalty clauses; providing for open meetings, severability, and effective date clauses; and providing for related matters.

Motion by Mayor Christine DeLisle, Seconded by Councilmember David McDonald to approve an Ordinance amending Chapter 4, Article 4.10 and Section A4.008 of the Appendix A Fee Schedule of the City Code of Ordinances regulating wrecker services; adding definitions; updating fees related to non-consent tows; establishing vehicle requirements, operational response regulations and duties of wrecker operator permit holders; updating rotation list procedures; providing for enforcement and penalty clauses; providing for open meetings, severability, and effective date clauses; and providing for related matters, following a discussion.

**Vote:** 7 - 0

19. Council Member Future Agenda Items *[Any deliberation of or decision about the subject of the inquiry shall be limited to a proposal to place the subject on the agenda for a subsequent meeting.]* No items.

20. Council Member Closing Statements.

Kathryn Pantalion-Parker - congratulated Mayor Pro Tem Thompson on the recent opening of her business; wished Chief of Staff Neu a happy belated birthday; and commented on today was Texas Independence Day.

Esme Mattke Longoria - commented on Residential Clean-Up Day is April 1 and Historic Preservation Commission will be speaking on Early Days on March 9 at the library.

Na'Cole Thompson - wished Chief of Staff Neu a happy belated birthday.

Becki Ross - commented on recent youth baseball and softball opening ceremonies; thanked Public Works department for all their efforts with the brush debris removal; and upcoming Living Leander Expo.

Christine DeLisle - stated dinner tonight was from Panda Express; reminded everyone to shop locally; congratulations to One Source Manufacturing on being named Manufacturer of the Year; youth baseball and softball opening ceremonies; and upcoming events: Eggstravaganza and Green Thumbs Up series.

21. Convene back into Executive Session, if needed, pursuant to:
1. Section 551.071, Texas Government Code, and Rule 1.05, Texas Disciplinary Rules of Professional Conduct, to consult with legal counsel regarding Cause No. 22-0710-CC1, *City of Leander v. Bonnet;* and
2. Section 551.072, Texas Government Code, to deliberate the purchase, exchange, lease, and value of real property for:
   a. Acquisition of property for public facilities
   b. Conveyance of City property; and
3. Section 551.074, Texas Government Code, to discuss or deliberate the goals of a public officer or employee: City Manager.

Reconvene into open session to take action as deemed appropriate in the City Council's discretion regarding:
1. Cause No. 22-0710-CC1, *City of Leander v. Bonnet;* and
2. a. Acquisition of property for public facilities
   b. Conveyance of City property; and
3. City Manager

Item not needed.

22. Adjourned at 8:07 p.m.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY SECRETARY

**AGENDA ITEM # 11**

**EXECUTIVE SUMMARY**
**03/16/2023**

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**AGENDA SUBJECT:**

Approval of the extension of the application expiration for Subdivision Case FP-21-0024 Devine Lake Phase 4 Final Plat; more particularly described by Williamson Central Appraisal District Parcel R502970; generally located to the southwest of the intersection of San Gabriel Parkway and Bagdad Road; Leander, Williamson County, Texas.

**BACKGROUND:**

This request is for an extension of the expiration date of the Devine Lake Phase 4 Final Plat form final plat application. Article II, Section 24 (g) includes the following provisions.

g. **Application Expiration**.

1. The Final Plat application shall expire nine (9) months after the date that all initial staff review comments from all reviewing departments have been issued on the application if the final plat is not approved due to the applicant's failure to cause the application to comply with applicable city regulations.
2. The Planning Department may grant one (1) six (6)- month extension if the applicant can show substantial progress in obtaining approval of the final plat. Substantial progress shall consist of, at a minimum, a resubmission of the final plat and all relevant materials by the applicant that address all initial staff review comments from all reviewing departments.

**HISTORY/TIMELINE:**

03/24/2022 - Final Plat Application Expired
12/24/2022 - Final Plat Application Staff Extension Expired

**APPLICANT/AGENT:**

LJA Engineering

**RECOMMENDATION:**

The Subdivision Ordinance includes timelines for application approvals. The timeline/history section of this summary above includes the key dates for this request. The final plat application expires nine (9) months after the first review comment letter for the final plat is sent to the applicant.

Staff recommends approval of an additional six (6)- month extension. Approving this extension would grant an extension to June 24, 2023 and will allow the developer to finalize the plat requirements and schedule the plat for review by the Planning & Zoning Commission.

**PRESENTER:**

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

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**Attachments**

1. Request Letter
2. Location Map

3. Ordinance

LJA ENGINEERING

2700 La Frontera, Suite 150, Round Rock, Texas 78681
t 512.767.7300 LJA.com TBPE F-1386

February 14, 2023

Ellen Coufal
Planning Coordinator
City of Leander
Development Services Department
P.O. Box 319
Leander, Texas 78646

RE: Devine Lake (FP-21-0024)
Extension Request
LJA Project #A245-1001D

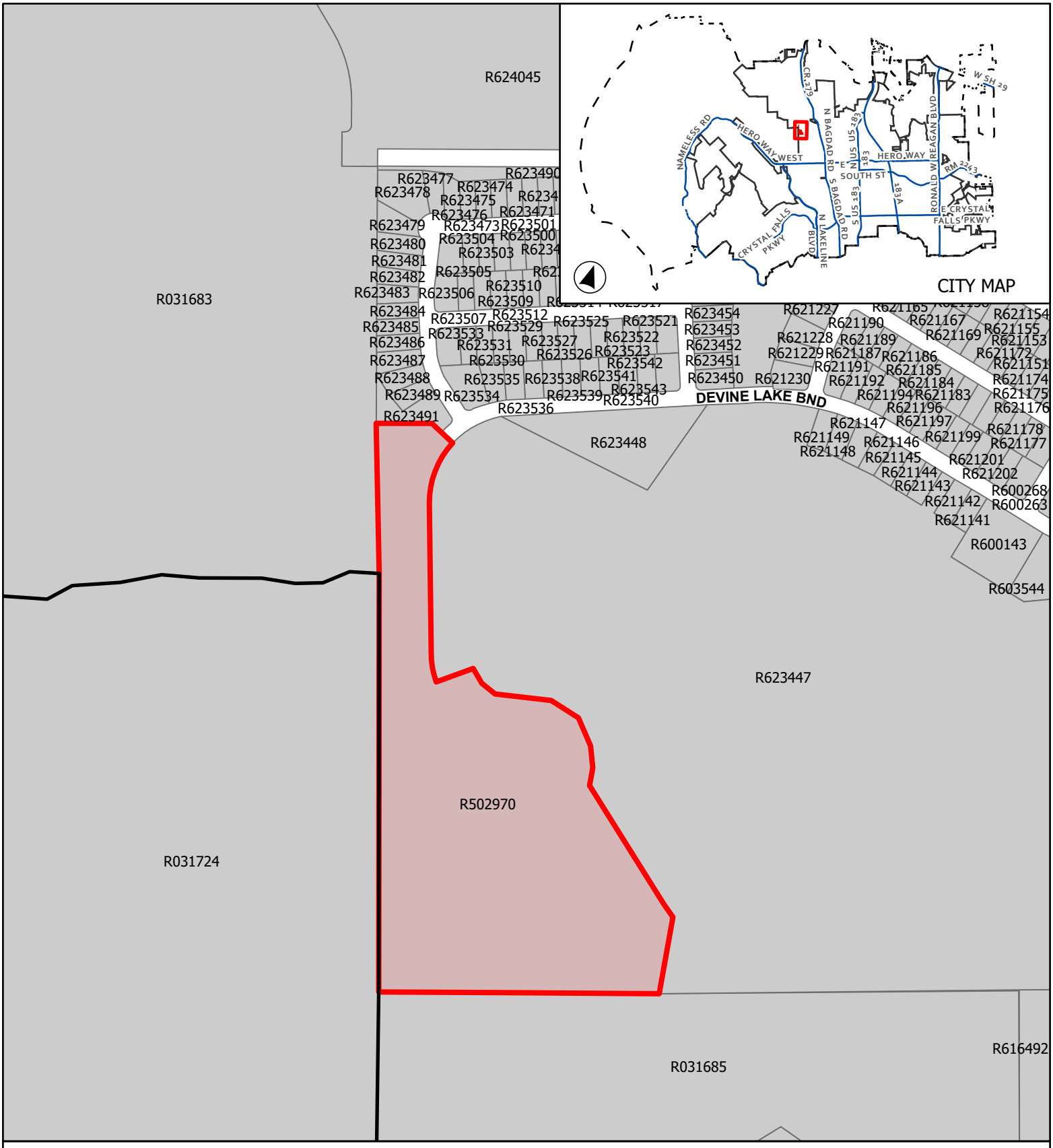
Dear Ellen:

LJA Engineering requests an extension by City Council to the FP-21-0024 application, expiration 06/24/2022. The plat was delayed as it was waiting on plan permitting to allow approval of the construction plans. The $200.00 payment has been made via the Development HUB.

Please let us know if you have any questions or require additional information. Thank you.

Very Truly Yours,
LJA ENGINEERING, INC.

T. Walter Hoysa, P.E.
Senior Project Manager




**CASE: FP-21-0024** **ATTACHMENT 2** **DEVINE LAKE PH 4**

# Location Map

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

0 190 380

Feet

City Limits

Subject Boundary

ETJ Boundary

**AN ORDINANCE OF THE CITY OF LEANDER, TEXAS**

**ORDINANCE NO.**

**AN ORDINANCE OF THE CITY OF LEANDER, TEXAS GRANTING AN EXTENSION OF THE EXPIRATION OF THE FINAL PLAT APPLICATION FOR THE DEVINE LAKE PHASE 4 SUBDIVISION.**

**WHEREAS,** Section 24 (g) (1) of the City's Subdivision Ordinance provides that the final plat application expires nine (9) months after the date that all initial staff review comments from all reviewing departments have been issued on the application if the final plat are not approved due to the applicant's failure to cause the application to comply with applicable city regulations;

**WHEREAS,** Section 24 (g) (2) of the City's Subdivision Ordinance provides that the Planning Department may grant one six (6) month extension if the applicant can show substantial progress in obtaining approval of the final plat;

**WHEREAS,** the Planning Department granted one six (6) month extension for the Devine Lake Phase 4 final plat application (the "Final Plat Application") which expires on or about December 24, 2022;

**WHEREAS,** the City Council of the City of Leander, Texas (the "City") finds that there is good reason to grant an extension of the expiration date for the Final Plat Application because the applicant is actively working to address the final plat comments and move forward with final plat within a reasonable timeframe;

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

**SECTION 1. Findings of Fact.** The forgoing recitals are incorporated into this Ordinance as true and correct findings of fact.

**SECTION 2. Extension Granted.** The City hereby grants an extension of the expiration date for the Final Plat Application to June 24, 2023. In the event that the Final Plat Application is not approved by the Planning and Zoning Commission on or before June 24, 2023, the Final Plat Application shall expire.

**SECTION 3. Effective Date.** This Ordinance shall take effect immediately from and after its passage in accordance with the City Charter.

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

**PASSED AND APPROVED** on this the 16th day of March, 2023.

| **ATTEST:** | **THE CITY OF LEANDER, TEXAS** |
| --- | --- |
| _____ | _____ |
| Dara Crabtree, City Secretary | Christine DeLisle, Mayor |

**AGENDA ITEM # 12**

**EXECUTIVE SUMMARY**
**03/16/2023**

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**AGENDA SUBJECT:**

Approval of the second reading of an Ordinance regarding the Bar W Ranch East Annexation Case A-22-0006 regarding the voluntary annexation of 51.426 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R021711; and generally located to the southeast of the intersection of Kauffman Loop and Ronald W. Reagan Boulevard, Leander, Williamson County, Texas.

**BACKGROUND:**

A resolution was adopted on November 17, 2022 and commenced the voluntary annexation of 51.426 acres ± as described above. The resolution set the public hearing for January 5, 2023 and the readings of the ordinance for January 5, 2023 and January 19, 2023. Due to a delay in the zoning case, the second reading will be rescheduled to March 16, 2023.

This property is subject to a development agreement between the property owner and the City that requires annexation when the land use redevelops and is no longer used for agricultural purposes. This annexation will be paired with a zoning application that will run concurrently with the annexation. Approval of this item does not approve the annexation or the zoning.

The proposed public hearing zoning case was rescheduled to March 2, 2023. Updating the annexation date will allow for both the annexation and zoning to be heard during the same meeting.

**HISTORY/TIMELINE:**

11/17/2022 - Resolution Adopted
01/05/2023 - Public Hearing & 1st Reading of the Ordinance
01/16/2023 - Postponed to 02/16/2023
02/16/2023 - Postponed to 03/16/2023

**APPLICANT/AGENT:**

Jewels Cain (Armbrust & Brown, PLLC) on behalf of Howard Barkley Wedemeyer

**PRESENTER:**

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

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**Attachments**

1. Resolution
2. Location Exhibit
3. Annexation Schedule
4. Petition
5. Ordinance

**RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY OF LEANDER, TEXAS, ACCEPTING THE PETITION FOR ANNEXATION OF 51.426 ACRES, MORE OR LESS, OF LAND LOCATED IN WILLIAMSON COUNTY, TEXAS; SETTING AN ANNEXATION SCHEDULE; PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.**

**WHEREAS,** the owners of certain property located within Williamson County, Texas, have petitioned the City of Leander, Texas, (hereinafter, the "City"), a home-rule City, for annexation of said property, more particularly described herein (hereinafter, the "subject property"), into the City limits; and

**WHEREAS,** the subject property is contiguous and adjacent to the corporate limits of the City and the owner(s) have made application for annexation; and

**WHEREAS,** after review and consideration of such requests and petition for annexation from the owners of the subject property, the City Council finds that the subject property may be annexed pursuant to §43.0671 of the *Local Government Code*; and

**WHEREAS,** the petitioner has agreed and consented to the annexation of the subject property by the City and further agreed to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted.

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

**Section 1. Findings.** The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

**Section 2. Proceedings.** The petition for annexation of the subject property, including the abutting streets, roadways, and rights of way, not previously annexed into the City, and the draft service plan shown in **Exhibit B**, are hereby accepted:

> BEING ALL that certain 51.426 acre tract or parcel of land, out of and a part of the Greenleaf Fisk Survey, Abstract Number 5, situated in Williamson County, Texas, said tract of land being more particularly described as being a portion of a called 972.33 acre tract of land conveyed to Howard Barkley Wedemeyer in Volume 343, Page 553, of the Deed Records of Williamson County, Texas.

A public hearing has been set for the date of **January 5, 2023**. Notice of such hearing shall be posted and the hearing shall be open to the public to accept public comment on the annexation request. In the event of a conflict between the subject property description contained herein, **Exhibit A** shall control.

**Section 3. Severability.** Should any section or part of this Resolution be held

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

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

**PASSED AND APPROVED** this the 17th day of November, 2022.

**ATTEST:** **THE CITY OF LEANDER, TEXAS**

_____ _____

Dara Crabtree, City Secretary Christine DeLisle, Mayor

**<u>Exhibit A</u>**

**SUBJECT PROPERTY DESCRIPTION**

**[SEE ATTACHED]**

**INSERT FIELD NOTES 51.426 ACRES PDF**

**Exhibit B**

# AGREEMENT REGARDING POST-ANNEXATION PROVISION OF SERVICES FOR PROPERTY TO BE ANNEXED INTO THE CITY OF LEANDER

This Agreement is entered into by and between the City of Leander, Texas, a municipal corporation ("City"), and Howard Barkley Wedemeyer ("Landowner"), both of which may be referred to herein singularly as "Party" or collectively as the "Parties."

## RECITALS

**WHEREAS**, upon the request of the Landowner, the City intends to institute annexation proceedings for an area of land described more fully hereinafter and attached hereto, less and except any property previously annexed by the City. (the "subject property"); and

**WHEREAS**, Section 43.0672, Loc. Gov't. Code, requires the Parties to enter into a written agreement identifying a list of public services to be provided to the subject property and a schedule for the provision of those services that are not otherwise provided on the effective date of the annexation; and

**WHEREAS**, this Agreement is being entered into by and between the Parties to comply with Texas Local Government Code, Chapter 43, Sub-Chapter C-3, Section 43.0672, prior to the City's consideration of an ordinance annexing the subject property, it being understood, acknowledged and agreed by the Parties that annexation of the subject property is a condition precedent to this Agreement becoming effective; and

**WHEREAS**, this Agreement shall be deemed effective on the effective date of an ordinance approved by the City annexing the subject property (hereinafter, the "Effective Date"); and

**WHEREAS**, the subject property is not included in the municipal annexation plan and is exempt from the requirements thereof; and

**WHEREAS**, the infrastructure provided for herein and that are existing are sufficient to service the subject property on the same terms and conditions as other similarly situated properties

currently within the City limits and no capital improvements are required to offer municipal services on the same terms and conditions as other similarly situated properties within the City; and

**WHEREAS**, it is found that all statutory requirements have been satisfied and the City is authorized by *Chapter 43, Loc. Gov't. Code*, to annex the subject property into the City; and

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

The following services and schedule represent the provision of services agreed to between the Landowner of the subject property and the City establishing a program under which the City will provide municipal services to the subject property, as required by section 43.0672 of the Texas Local Government Code. The services detailed herein will be provided at a level consistent with service levels provided to other similarly situated areas within the City.

The following services will be provided for the subject property on the Effective Date of annexation:

(1) **General Municipal Services.** Pursuant to the requests of the owner and this Agreement, the following services shall be provided immediately from the effective date of the annexation:

A. Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City. Upon annexation, police protection will be provided to the subject property at a level consistent with the service to other areas of the City with similar population density and characteristics. The City's police services include neighborhood patrols, criminal investigations, crime prevention, community services and school programs.

B. Fire protection and Emergency Medical Services as follows:

Fire protection by the present personnel and equipment of the City fire fighting force and the volunteer fire fighting force with the limitations of water available. Radio response for Emergency Medical Services with the present personnel and equipment.

C. Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City. The City provides residential solid waste collection services within the City limits for a fee under a contract between the City and private refuse collection operator. The residential solid waste collection services include garbage collection, recycling, bulky item collection and yard waste collection. Commercial solid waste collection services are also available. This service will be provided for a fee to any person within the subject property requesting the service after the Effective Date of annexation, provided that a privately owned solid waste management service provider is unavailable. If the subject property is already receiving service, the City may not prohibit solid waste collection by the privately owned solid waste management service provider, nor may the City offer solid waste collection services for a period of two (2) years following the Effective Date of the annexation unless a privately owned solid waste management service provider is or becomes unavailable, as established by Texas Local Government Code section 43.0661. If a landowner uses the services of a privately owned solid waste management service provider or services are available from a privately owned solid waste management service provider during the two (2) years following annexation, the City will not provide solid waste collection services to that landowner.

D. Animal control as follows:

Service by present personnel, equipment and facilities or by contract with a third party, as provided within the City.

E. Maintenance of City-owned parks and playgrounds within the City.

F. Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities. Municipal Court and General Administration services will also be available to property owners and residents in the subject property on the same basis those facilities are available to current City property owners and residents.

G. Maintenance of other City facilities, buildings and service.

H. Land use regulation as follows:

On the effective date of annexation, the zoning jurisdiction of the City shall be extended to include the annexed area, and the use of all property therein shall be grandfathered; and shall be temporarily zoned "SFR-1-B" with the intent to rezone the subject property upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the subject property at future times in response to requests submitted by the Landowner or authorized city staff. The City will impose and enforce its adopted ordinances, including but not limited to, zoning, subdivision development, site development and building code regulations within the subject property upon the Effective Date of the annexation. Enforcement will be in accordance with City ordinances. Development plans and plats for projects within the subject property will be reviewed for compliance with City standards.

(2) **Scheduled Municipal Services.** Due to the size and vacancy of the subject property, the plans and schedule for the development of the subject property, the following municipal services will be provided on a schedule and at increasing levels of service as provided herein:

A. Water service and maintenance of water facilities as follows:

(i) Inspection of water distribution lines as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the subject property, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity ("CCN") for the subject property, or portions thereof as applicable, or absent a water CCN, by the utility in whose jurisdiction the subject property, or portions thereof as applicable, is located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. If connected to the City's water utility system, the subject property's owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject property as required in City ordinances. Upon acceptance of the water lines within the subject property and any off-site improvements, water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a water well that is in use on the effective date of the annexation and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the subject property's owner requests and is able to connect to the City's water utility system.

B. Wastewater service and maintenance of wastewater service as follows:

(i) Inspection of sewer lines as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the subjects property, or applicable portions thereof, by the utility holding a wastewater CCN for the subject property, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the subject property, or portions thereof as applicable, is located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City's wastewater utility system, the subject property's owner shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the subject property as required in City ordinances. Upon acceptance of the wastewater lines within the subject property and any off-site improvements, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The wastewater system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a septic system that is in use on the effective date of the annexation and is in compliance with all applicable rules and regulations shall be permitted and such use may continue until the subject property owner requests and is able to connect to the City's wastewater utility system.

C. Maintenance of streets and rights-of-way as appropriate as follows:

(i) Provide maintenance services on existing public streets within the subject property and other streets that are hereafter constructed and finally accepted by the City. The maintenance of the streets and roads will be limited as follows:

(A) Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.; and

(B) Routine maintenance as presently performed by the City.

(ii) The City will maintain existing public streets within the subject property, and following installation and acceptance of new roadways by the City as provided by city ordinance, including any required traffic signals, traffic signs, street markings, other traffic control devices and street lighting, the City will maintain such newly constructed public streets, roadways and rights-of-way within the boundaries of the subject property, as follows:

(A) As provided in C(i)(A)&(B) above;

(B) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies;

(C) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards; and

(D) Installation and maintenance of street lighting in accordance with established policies of the City;

(iii) The outer boundaries of the subject property abut existing roadways. The Landowner agrees that no improvements are required on such roadways to service the subject property.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: None. Upon development of the subject property or redevelopment, the Landowner will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the subject property the same as similarly situated properties. When deemed necessary, capital improvement acquisition or construction will occur in accordance with applicable ordinances and regulations and the adopted capital improvement plans of the City, as applicable and amended, which are incorporated herein by reference.

(4) **Term.** If not previously expired, this agreement expires at the end of ten (10) years.

(5) **Property Description.** The legal description of the subject property is as set forth in the Annexation Ordinance and exhibits attached to the Annexation Ordinance to which this Agreement is attached.

(6) **Binding Effect/Authority.** This Agreement binds and inures to the benefit of the Parties and their respective heirs, successors, and permitted assigns. Each Party further warrants that each signatory to this Agreement is legally authorized to bind the respective individual or entity for the purposes established herein.

(7) **Choice of Law.** This Agreement will be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. Venue for any dispute shall lie exclusively in Williamson County, Texas.

(8) **Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all signatory Parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

(9) **Legal Construction.** If any provision in this Agreement is for any reason found to be unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the Parties, the unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of the Agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the Parties by reason of authorship or origin of language.

(10) **Entire Agreement.** This Agreement contains the entire Agreement between the Parties relating to the rights herein granted and the obligations herein assumed and cannot be varied except by written agreement of the Parties. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the Party to be charged.

**EXECUTED and AGREED to by the Parties this the ___ day of _____, 20___.**

**ATTEST:** **THE CITY OF LEANDER, TEXAS**

_____ _____

Dara Crabtree, City Secretary Richard B. Beverlin, III, City Manager

**LANDOWNER(S):**

_____

**By:** _____

**Name (print):** _____

**Title:** _____

**Date:** _____

_____

**By:** _____

**Name (print):** _____

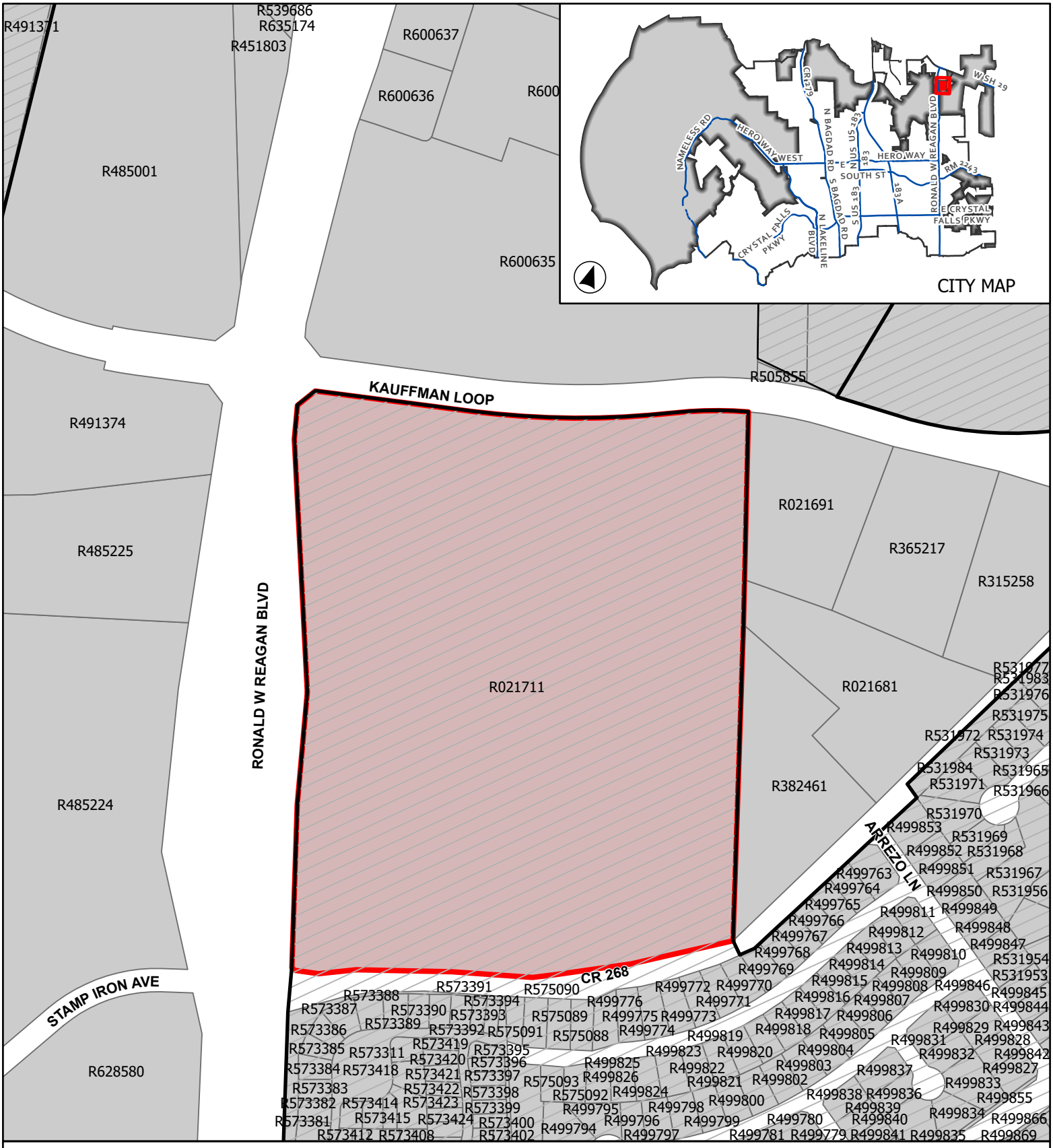
**Title:** _____

**Date:** _____

**<u>Subject Property Description</u>**

**[SEE ATTACHED]**

**INSERT FIELD NOTES 51.426 ACRES APRIL 2021**




**CASE: A-22-0006** **ATTACHMENT 2** **BAR W RANCH EAST**

# 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 herin provided.

0 180 360

Feet

Leander City Limits

ETJ

Site Location

**Schedule for Voluntary Annexation**
**51.426 ACRES IN WILLIAMSON COUNTY**

| DATE | ACTION/EVENT | LEGAL AUTHORITY |
|---|---|---|
| **Thursday, November 17th, 2022*** <br><br> Wednesday, November 9th, 2022 Council packet deadline | COUNCIL CONSIDERS ACCEPTANCE OF ANNEXATION PETITION REQUEST FROM LANDOWNER(S) AND INITIATION OF ANNEXATION - AND SETS A PUBLIC HEARING FOR **JANUARY 5TH, 2023** | Loc. Gov't Code, §43.0671 |
| **DECEMBER 22, 2022 *** <br><br> Publish notice of Public Hearing. <br><br> **&** <br><br> Send notice to school district and to each public entity. <br><br> **[NOON, FRIDAY, DECEMBER 16, 2022 – Deadline to send notice to paper]** | **NEWSPAPER NOTICE** RE: PUBLIC HEARING; (Certified Notice to Railroad - if railroad company's right-of-way is in the area proposed for annexation.) <br><br> **POST NOTICE OF HEARING ON CITY'S WEBSITE AND MAINTAIN UNTIL HEARINGS COMPLETE.** <br><br> **SCHOOL DISTRICT NOTICE**. Notify each school district of possible impact w/in the period prescribed for publishing the notice of the Public Hearing. <br><br> **PUBLIC ENTITY NOTICES**. Notify each public entity that is located in or provides services to the area proposed for annexation. Public Entity includes: a county (Williamson/Travis), a fire protection service provider, including a volunteer fire department, emergency medical services provider, including a volunteer emergency medical services provider, or special district (MUD, WCID, or other district created under Section 52, Article III, or Section 59, Article XVI, Texas Constitution) - of possible impact w/in the period prescribed for publishing the notice of the Public Hearing. | Not less than 10 days nor more than 20 days before public hearing. Loc. Gov't Code, §43.0673 <br><br> Loc. Gov't Code, §§43.905 & 43.9051; send notice to school district and to each public entity not less than 10 days nor more than 20 days before the Public Hearing. |
| **THURSDAY, JANUARY 5, 2023*** | **PUBLIC HEARING** – *REGULAR MEETING* | The governing body must provide persons interested in the annexation the opportunity to be heard. Loc. Gov't Code, §43.0673 |
| **THURSDAY, JANUARY 5, 2023*** <br><br> WEDNESDAY, DECEMBER 28, 2022 – Council packet deadline | **FIRST READING** OF ORDINANCE <br> *REGULAR MEETING* | Loc. Gov't Code, §43.0673 |

| | | |
|---|---|---|
| **THURSDAY, JANUARY 19, 2023**<br>Or at a special called meeting after the First Reading; Or within 90 days of First Reading.<br><br>WEDNESDAY JANUARY 11, 2023 – Council packet deadline | **SECOND & FINAL READING** OF ORDINANCE<br>*REGULAR MEETING* | Second reading of annexation Ordinance – City Charter, Section 4.06(c) |
| **Within 30 days of Second Reading** | **CITY SENDS COPY OF MAP** showing boundary changes to County Voter Registrar in a format that is compatible with mapping format used by registrar | Elec. Code §42.0615 |
| Within 60 days of Second Reading | **CITY PROVIDES CERTIFIED COPY OF ORDINANCE AND MAPS TO:**<br><br>1. County Clerk<br>2. County Appraisal District<br>3. County Tax Assessor Collector<br>4. 911 Addressing<br>5. Sheriff's Office<br>6. City Department Heads<br>7. State Comptroller<br>8. Franchise Holders<br>ESD - if annexed area located in district and city intends to remove the area from the district and be the sole provider of emergency services; See Health and Safety Code, Section 775.022 | Williamson County ESD No. 5: Notice must be sent to the secretary of the ESD board by certified mail, return receipt requested, as applicable<br><br>*Leander is located in Williamson and Travis Counties. Confirm which ESD needs notice of* disannexation. |
| | | |

***Dates in BOLD are MANDATORY dates to follow. Please advise of schedule deviation.**

**STATE OF TEXAS** §
§
**COUNTY OF WILLIAMSON** §

**REQUEST & PETITION TO THE CITY COUNCIL OF THE CITY OF LEANDER FOR ANNEXATION OF PROPERTY**

**WHEREAS**, the undersigned is the owner of a certain area of land located within Williamson County, Texas, such property being more particularly described hereinafter by true and correct legal description (referred to herein as the "subject property"); and

**WHEREAS**, the undersigned has sought the annexation of the subject property by the City of Leander, Texas, (hereinafter sometimes referred to as "City"), in order to obtain the benefits of City services to the subject property by the City; and

**WHEREAS**, the subject property is contiguous and adjacent to the corporate limits of the City; and

**WHEREAS**, the City, pursuant to *§43.003, Tex. Loc. Gov't. Code* and the request of the property owner, is authorized to annex the subject property; and

**WHEREAS**, pursuant to *§43.0672, Tex. Loc. Gov't. Code*, the City and the undersigned have negotiated and entered into a written agreement for the provision of services to the subject property, said agreement being attached hereto as **Exhibit B** and incorporated by reference herein; and

**WHEREAS**, the undersigned agrees and consents to the annexation of the subject property by the City and further agrees to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted.

**NOW THEREFORE,** the undersigned by this Petition and Request:

**SECTION ONE:** Requests the City Council of the City to commence annexation proceedings and to annex into the corporate limits of the City of Leander, Texas, of all portions of the subject property, including the abutting streets, roadways, and rights-of-way, not previously annexed into the City, and further described as follows and more particularly described in **Exhibit A**, attached hereto and incorporated by reference herein:

> BEING ALL that certain 51.426 acre tract or parcel of land, out of and a part of the Greenleaf Fisk Survey, Abstract Number 5, situated in Williamson County, Texas, said tract of land being more particularly described as being a portion of a called 972.33 acre tract of land conveyed to Howard Barkley Wedemeyer in Volume 343, Page 553, of the Deed Records of Williamson County, Texas.

**SECTION TWO:** Requests that after annexation the City provide such services as are legally permissible and provided by the City, including sanitation, water and general governmental

services as set forth in the written agreement regarding the provision of services attached hereto as **Exhibit B**.

**SECTION THREE:** Acknowledges executing and entering into the agreement, attached hereto as **Exhibit B**, and that such agreement is wholly adequate and acceptable to the undersigned who hereby requests the City Council to proceed with the annexation and to publish notice and hold the requisite public hearing thereon, in accordance with the applicable laws of the State of Texas.

**SECTION FOUR:** Acknowledges that the undersigned understands and agrees that all City services to the subject property will be provided by the City on the same terms and conditions as provided to other similarly situated areas of the City and as provided in the written agreement regarding the provision of services attached hereto as **Exhibit B**.

**SECTION FIVE:** Agrees that a copy of this Request and Petition may be filed of record in the offices of the City of Leander and in the real property records of Williamson County, Texas, and shall be notice to and binding upon all persons or entities now or hereafter having any interest in the subject property.

**FILED**, this ___ day of _____ 20___, with the City Secretary of the City of Leander, Williamson County, Texas.

**Petitioners:**

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

**STATE OF TEXAS** §
§
**COUNTY OF _____** §

**BEFORE ME**, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____, owner of the subject property and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that they had authority to bind the entity and that they executed the same for the purposes therein expressed and in the capacity therein stated.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE** on this the __day of _____ 20___.

(SEAL)

_____
Notary Public - State of Texas

**STATE OF TEXAS** §
§
**COUNTY OF _____** §

**BEFORE ME**, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____, owner of the subject property and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that they had authority to bind the entity and that they executed the same for the purposes therein expressed and in the capacity therein stated.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE** on this the __day of _____ 20___.

(SEAL)

_____
Notary Public - State of Texas

**<u>Exhibit A</u>**
**PROPERTY DESCRIPTION**
**[SEE ATTACHED]**

**ATTACH FIELD NOTES 51.426 ACRES APRIL 2021 PDF**

**Exhibit B**

# ATTACH EXECUTED SERVICES AGREEMENT

**AN ORDINANCE OF THE CITY OF LEANDER, TEXAS**

**ORDINANCE NO.**

**AN ORDINANCE OF THE CITY OF LEANDER, TEXAS ANNEXING 51.426 ACRES OF LAND, MORE OR LESS, LOCATED IN WILLIAMSON COUNTY, INCLUDING THE ABUTTING STREETS, ROADWAYS, AND RIGHTS-OF-WAY INTO THE CORPORATE LIMITS OF THE CITY, AT THE REQUEST OF THE PROPERTY OWNER; APPROVING AN AGREEMENT FOR THE PROVISION OF SERVICES FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.**

**WHEREAS**, the City of Leander, Texas, is a home rule municipality authorized by State law to annex territory lying adjacent and contiguous to the City;

**WHEREAS**, the owners of the property, as hereinafter described, made written request for the City to annex such property in compliance with the *Tex. Loc. Gov't. Code*;

**WHEREAS**, the property is adjacent and contiguous to the present city limits;

**WHEREAS**, the City Council heard and has decided to grant the owners' request that the City annex said property;

**WHEREAS**, a public hearing was conducted prior to consideration of this Ordinance in accordance with §*43.0673 of the Tex. Loc. Gov't. Code*;

**WHEREAS**, notice of the public hearing was published not more than twenty (20) nor less than ten (10) days prior to the public hearing;

**WHEREAS**, the City intends to provide services to the property to be annexed according to the agreement for the provision of services attached hereto as **Exhibit "B"**.

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

**SECTION 1.** That all of the above premises and findings of fact are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

**SECTION 2.** All portions of the following described properties (hereinafter referred to as the "Annexed Property"), not previously annexed into the City, including the abutting streets, roadways and rights-of-way, are hereby annexed into the corporate limits of the City of Leander:

> BEING ALL that certain 51.426 acre tract or parcel of land, out of and a part of the Greenleaf Fisk Survey, Abstract Number 5, situated in Williamson County, Texas, said tract of land being more particularly described as being a portion of a called 972.33 acre tract of land

conveyed to Howard Barkley Wedemeyer in Volume 343, Page 553, of the Deed Records of Williamson County, Texas.

**SECTION 3.** That the provision of services agreement submitted herewith is hereby approved as part of this Ordinance, made a part hereof and attached hereto as **Exhibit "B"**.

**SECTION 4.** That the future owners and inhabitants of the Annexed Property shall be entitled to all of the rights and privileges of the City as set forth in the provisions of services agreement attached hereto as **Exhibit "B"**, and are further bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be hereafter adopted.

**SECTION 5.** That the official map and boundaries of the City, heretofore adopted and amended be and hereby are amended so as to include the Annexed Property as part of the City of Leander.

**SECTION 6.** That the Annexed Property shall be temporarily zoned District "SFR-1-B" as provided in the City Zoning Ordinance, as amended, until permanent zoning is established therefore.

**SECTION 7.** That if any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

**SECTION 8.** That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov't. Code*.

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

**PASSED AND APPROVED** on First Reading this 5th day of January, 2023.

**FINALLY PASSED AND APPROVED** on this 16th day of March, 2023.

| **ATTEST:** | **CITY OF LEANDER, TEXAS** |
|---|---|
| _____ | _____ |
| Dara Crabtree, City Secretary | Christine DeLisle, Mayor |

**Exhibit “A”**

**Exhibit "B"**

**AGREEMENT REGARDING POST-ANNEXATION PROVISION OF SERVICES FOR PROPERTY TO BE ANNEXED INTO THE CITY OF LEANDER**

**[Insert executed Agreement]**

**AGENDA ITEM # 13**

# EXECUTIVE SUMMARY
**03/16/2023**

**AGENDA SUBJECT:**

Approval of the second reading of an ordinance regarding Zoning Case Z-22-0021 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to adopt the Bar W Ranch East Commercial PUD (Planned Unit Development) with the base zoning districts of SFT-2-A (Single-Family Townhouse), MF-2-A (Multi-Family), and GC-2-A (General Commercial) on one (1) parcel of land approximately 51.426 acres ± in size, and approval of Development Agreement Case DA-22-0022 more particularly described by Williamson Central Appraisal District Parcel R021711; and generally located to the southeast of the intersection of Kauffman Loop and Ronald W Reagan Blvd., Leander, Williamson County, Texas.

**BACKGROUND:**

This request is the final step in the zoning process. Staff recommended approval of the zoning request and denial of the proposed driveway locations on Kauffman Loop Road prior to the Planning & Zoning Commission meeting on January 12. Staff engaged an outside consultant to evaluate the road and determine the level of service and the impacts of the driveways. Staff worked with the developer and have asked for an analysis of the functionality of the proposed driveways and spacing. This information will be part of the TIA. Staff is requesting that the driveway locations be removed from the PUD while we work with the developer on the TIA. The TIA will provide more information on the functionality of the driveways and help staff get to the appropriate decision.

The Planning & Zoning Commission unanimously recommended approval of the request during the January 12, 2023 meeting with the following conditions:

1. Update the driveway request to only request driveways that line up with the two (2) HEB driveways
2. Reduce the residential height maximum to fifty-five (55') feet.

After the Planning & Zoning Commission meeting, the developer met with City Staff and provided a revised proposal. The PUD was modified to include the following:

1. The driveway locations on Exhibit C and a note that states that the functional operation of the driveways shall be determined at the time of the TIA during the site development process.
2. Clarify the garage requirement.
3. Updated the maximum residential building height to reduce to fifty-five (55') feet.

**HISTORY/TIMELINE:**

2008 – Development Agreement Approved Creating MUD District
01/12/2023 – Planning & Zoning Commission, 1st Public Hearing
02/16/2023 – City Council, 2nd Public Hearing – Postponed
03/02/2023 – City Council, 2nd Public Hearing

**APPLICANT/AGENT:**

Armbrust & Brown, PLLC (Jewels Cain) on behalf of Howard Barkley Wedemeyer

**RECOMMENDATION:**

The City Council approved the zoning case during the March 2, 2023 meeting.

**PRESENTER:**

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

---

**Attachments**

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

# PLANNING ANALYSIS

ZONING CASE Z-22-0021
BAR W EAST COMMERCIAL PUD

## GENERAL INFORMATION

**Owner/Agent:** Armbrust & Brown, PLLC (Jewels Cain) on behalf of Howard Barkley Wedemeyer.

**Current Zoning:** Interim SFR-1-B (Single-Family Rural)

**Proposed Zoning:** Bar W Ranch East Commercial PUD with the base zoning GC-2-A (General Commercial), SFT-2-A (Single-Family Townhouse), and MF-2-A (Multi-Family)

**Size and Location:** The property is located to the southeast of the intersection of Kauffman Loop and Ronald W Reagan Blvd., including approximately 51.426 acres.

**Staff Contact:** Michael Chenausky AICP,
Senior Planner

## APPLICANT REQUEST

The applicant has submitted this request in order to establish the zoning districts associated with the property annexation to be compliant with the approved Bar W Ranch West Concept Plan Revision 3 and the approved Bar W Ranch West Development Agreement.

## STAFF CONCLUSIONS

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

## SPECIAL CONSIDERATIONS

The existing Bar W Ranch West Development Agreement (aka Wedemeyer Development Agreement) was approved in 2008. This agreement allows the property to remain outside of the City Limits until the developer proposes to develop commercial and multi-family uses. Once they are ready to redevelop the property, annexation of this property is required. This development agreement included the approval of the concept plan and established land uses for the entire property. The developer is vested to the terms of the agreement which means that they have the right to develop multi-family and commercial. In this case, the recent City Council water resolution is not applicable to this project as the land uses have already been approved, this request is establishing the zoning.

Staff recommends approval of the zoning request, however, we recommend denial of the proposed driveway locations on Kauffman Loop Road. Staff engaged an outside consultant to evaluate the road and determine the level of service and the impacts of the driveways. We worked with the developer and have asked for an analysis of the functionality of the proposed driveways and spacing. This information will be part of the TIA. Staff is requesting that the driveway locations are removed from the PUD while we work with the developer on the TIA. The TIA will provide more information on the functionality of the driveways and help staff get to the appropriate decision.

**SITE INFORMATION:**

**ABUTTING ZONING AND LAND USE:**

| | ZONING | LAND USE |
|---|---|---|
| NORTH | Bar W Commercial PUD | HEB shopping center |
| EAST | Interim SFR-1-B | Large lot residential. |
| SOUTH | ETJ | Rancho Sienna Subdivision. |
| WEST | Interim SFR-1-B | Undeveloped, part of the Bar W. Ranch West Concept Plan commercial corridor. |

**SURROUNDING AREA:**
This property is located at the southeast corner of Ronald W. Reagan Blvd and Kauffman Loop. The property is south of the HEB shopping center and commercial development and just north of the Rancho Sienna subdivision.

**PHYSICAL AND NATURAL FEATURES:**
This property contains significant tree cover.

**PROPERTY HISTORY:**
This property was part of the 08-DA-005 Wedemeyer aka Bar W Ranch W Development Agreement which established the terms for development of the 924 acres Bar W Ranch. The
12/04/2008 – Wedemeyer aka Bar W Ranch W Development Agreement Approved
12/30/2008 – Wedemeyer Concept Plan Approved
10/09/2015 – Amended Bar W Ranch W Development Agreement Recorded
12/01/2016 – Bar W Ranch Concept Plan Revision #1 Approved
09/07/2017 – Bar W Ranch Concept Plan Revision #2 Approved
04/28/2022 - Bar W Ranch Concept Plan Revision #3 Approved

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

- No previous zoning cases.

**MAJOR CORRIDORS:**
This property has access onto Ronald W. Reagan Blvd. and Kauffman Loop.

**TRANSPORTATION PLAN REQUIREMENTS:**
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 |
|---|---|---|---|
| Ronald W Reagan Blvd | Arterial | Priority Multi-Use and Activity Center | 400' ROW<br>10' sidewalk |
| Kauffman Loop | Collector | Commercial Collector | 100' ROW<br>10' sidewalk |

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

- 12/30/2008 – Wedemeyer Concept Plan Approved
- 12/01/2016 – Bar W Ranch Concept Plan Revision #1 Approved
- 09/07/2017 – Bar W Ranch Concept Plan Revision #2 Approved
- 04/28/2022 - Bar W Ranch Concept Plan Revision #3 Approved

**EXISTING UTILITIES:**
This property has access to water and wastewater utilities.

**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.

**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.

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

**SITE COMPONENT**

**TYPE 2**:
*Features*: Accessory buildings greater of 10% of primary building or 120 sq. ft.; accessory dwellings for SFR, SFE and SFS; drive-thru service lanes; uses not to exceed 40,000 sq. ft.; multi-family provides at least 100% of units with an enclosed garage parking space.
*Intent*:
(1) The Type 2 site component may be utilized with non-residential developments that are adjacent to a residential district or other more restrictive district to help reduce potential negative impacts to the more restrictive district and to provide for an orderly transition of development intensity.
(2) The Type 2 site component is intended to be utilized for residential development not meeting the intent of a Type 1 site component and not requiring the additional accessory structure or accessory dwelling privileges of the Type 3 site component.
(3) This component is intended to be utilized with the majority of LO and LC use components except those that meet the intent of the Type 1 or Type 3 site component or with any use requiring drive-through service lanes.
(4) This component is intended to be utilized with LO, LC, GC, HC, and HI use components when adjacent to residential districts and additional compatibility standards are warranted.
(5) This component is generally not intended to be utilized with HC and HI use components except where such component is adjacent to, and not adequately buffered from, residential districts or other more restricted districts, and except as requested by the land owner.
(6) Compliance with Type 1 standards shall also be deemed as compliance with this component.

**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.
- Maintain and/or improve affordability and diversity in the housing market.

**Applicable Future Land Use categories**
**MULTI-USE CORRIDOR (PRIORITY)**

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

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

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

## 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 04/12/2022. The following changes were made to the project since the development meeting was held:

- No Changes

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

- No applicable changes.

**NOTIFICATION**

~~11/17/2022~~ 12/22/2022- Public Notice on Hill Country News
~~11/23/2022~~ 12/28/2022- Mail Notification to Property Owners within 200'
~~11/23/2022~~ 12/28/2022- Public Hearing Signage Posted on Property
~~12/08/2022~~ 01/12/2023- Planning and Zoning Commission Public Hearing
~~01/05/2022~~ 02/02/2023 - City Council Public Hearing & First Reading of the Ordinance
~~01/19/2022~~ 02/16/2023- City Council Second & Final Reading of the Ordinance

## PUBLIC NOTIFICATION:

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

A neighborhood meeting was held on 06/13/2022 via Zoom call for property owners east of the subject area. A total of 5 property owners attended the neighborhood meeting.

A neighborhood meeting was held on 07/06/2022 via Zoom call and on 08/02/2022 at the Holiday Inn Express for the Rancho Sienna residents along with the property owners to the east. There were around 20 residents who attended the meeting.

Below is a list of comments/concerns that were discussed during the meeting:

- Traffic, water conservation, lighting, stop sign at Kauffman and Via De Sienna. There were also concerns raised with the proposed trail brining residents into the Rancho Sienna community.

The following changes were made to address issues discussed.

- A 10' non-disturbance zone along the southern property line was added to the PUD Notes.

Please see the full report from the applicant attached.

## APPROVAL CRITERIA:

This PUD aims to establish zoning districts based on land uses already approved in the Bar W Ranch West (aka Wedemeyer) Development Agreement and Concept Plan. These land uses were approved for the west side of Ronald W Reagan Blvd. and the applicant is looking to move the Multi-Family to the east side. The Multi-Family and Single-Family Townhouse use components will act as a buffer between the higher density commercial and the Rancho Sienna subdivision to the south.

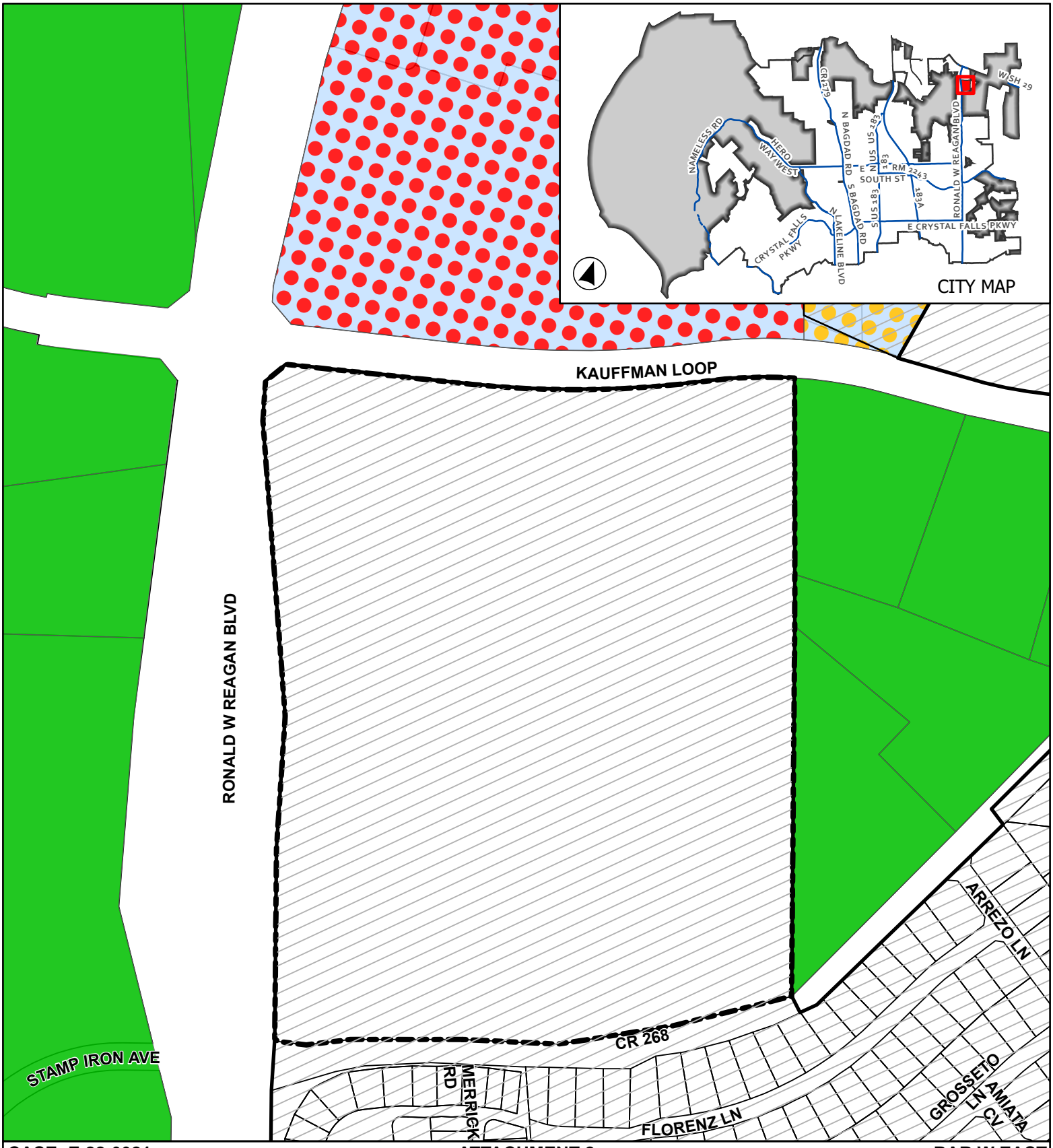
This Planned Unit Development includes the following higher standards and is requesting the following waivers.

| HIGHER STANDARDS | WAIVERS |
|---|---|
| A 10 ft. non-disturbance zone at the southern boundary of the property. | Construct a sidewalk or pay fee in lieu of sidewalk along Ronald Reagan. |
| All buildings within the commercial area of the PUD will consist of a central architectural theme. | Allow Maximum height of 60 ft. for commercial.<br>Allow Maximum height of ~~55~~60' for the residential. |
| Phasing that requires commercial as part of the first phase. | ~~Allow up to 15 Units per acre~~ |
| | Add three driveways with reduced spacing on an arterial. |
| | Allow Multi-Family without structured parking. Garage parking requirement limited to 68% of Mixed Residential area. |

This Planned Unit Development prohibits the following uses.

a. Animal boarding
b. Bar, Nightclub or private club
c. Equipment sales, repair and service
d. Farms or truck gardens, limited to the propagation and cultivation of plants.
e. Funeral Home, including embalming and crematory facilities associated with an onsite funeral home or cemetery.
f. Manufacturing Housing sales and accessory building sales.
g. Office / warehouse including painting, plumbing or similar commercial service.

h. Transportation related facilities including commercial parking lots, passenger terminals, taxi cab station and mass transit terminals.
i. New or used vehicle sales, rental, leasing, or repairs.




**CASE: Z-22-0021**

**ATTACHMENT 2**

**BAR W EAST COMMERCIAL**

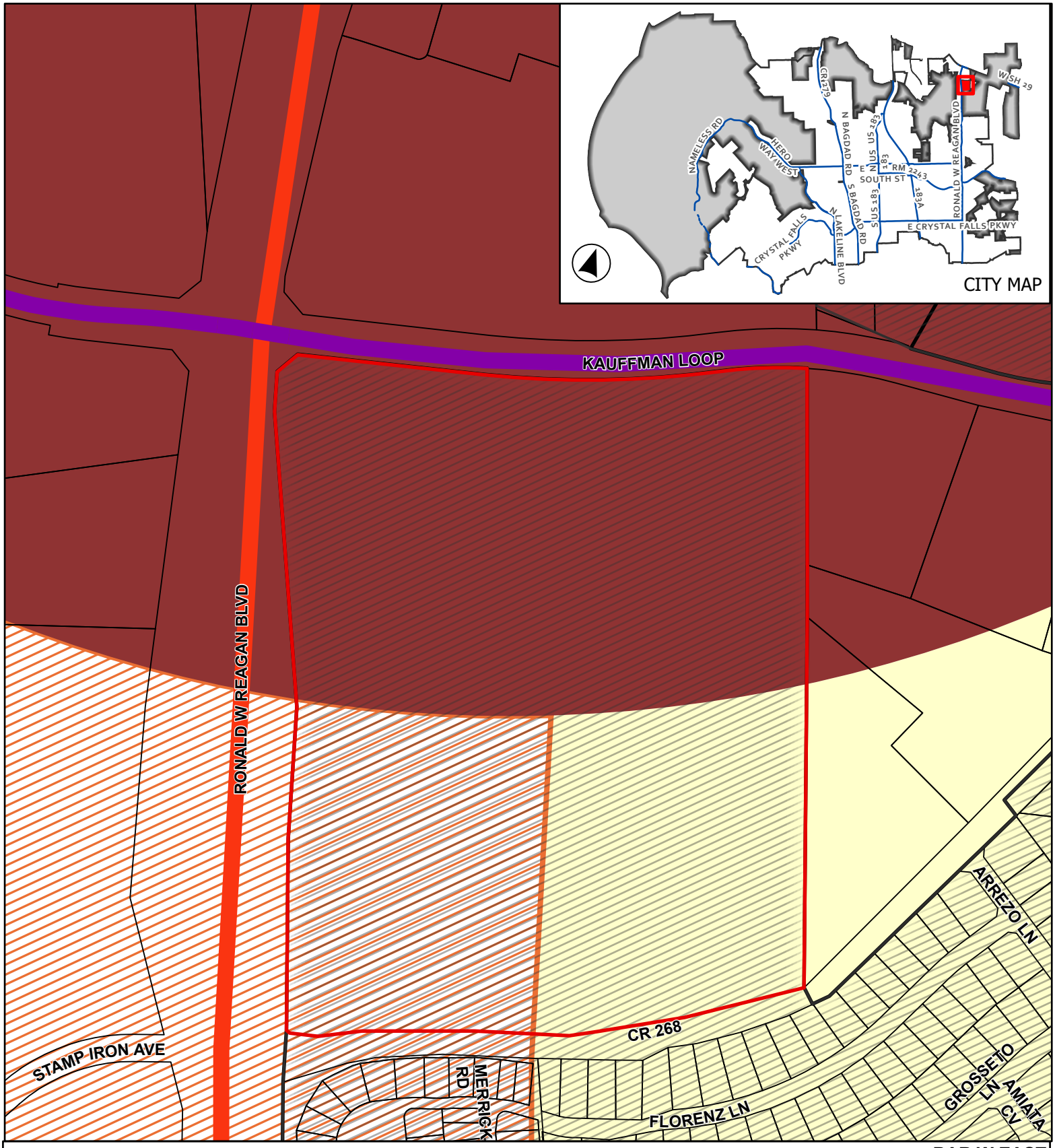
## Current Zoning

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

0 115 230

Feet

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




**CASE: Z-22-0021**

**ATTACHMENT 3**

**BAR W EAST COMMERCIAL**

# Future Land Use Map

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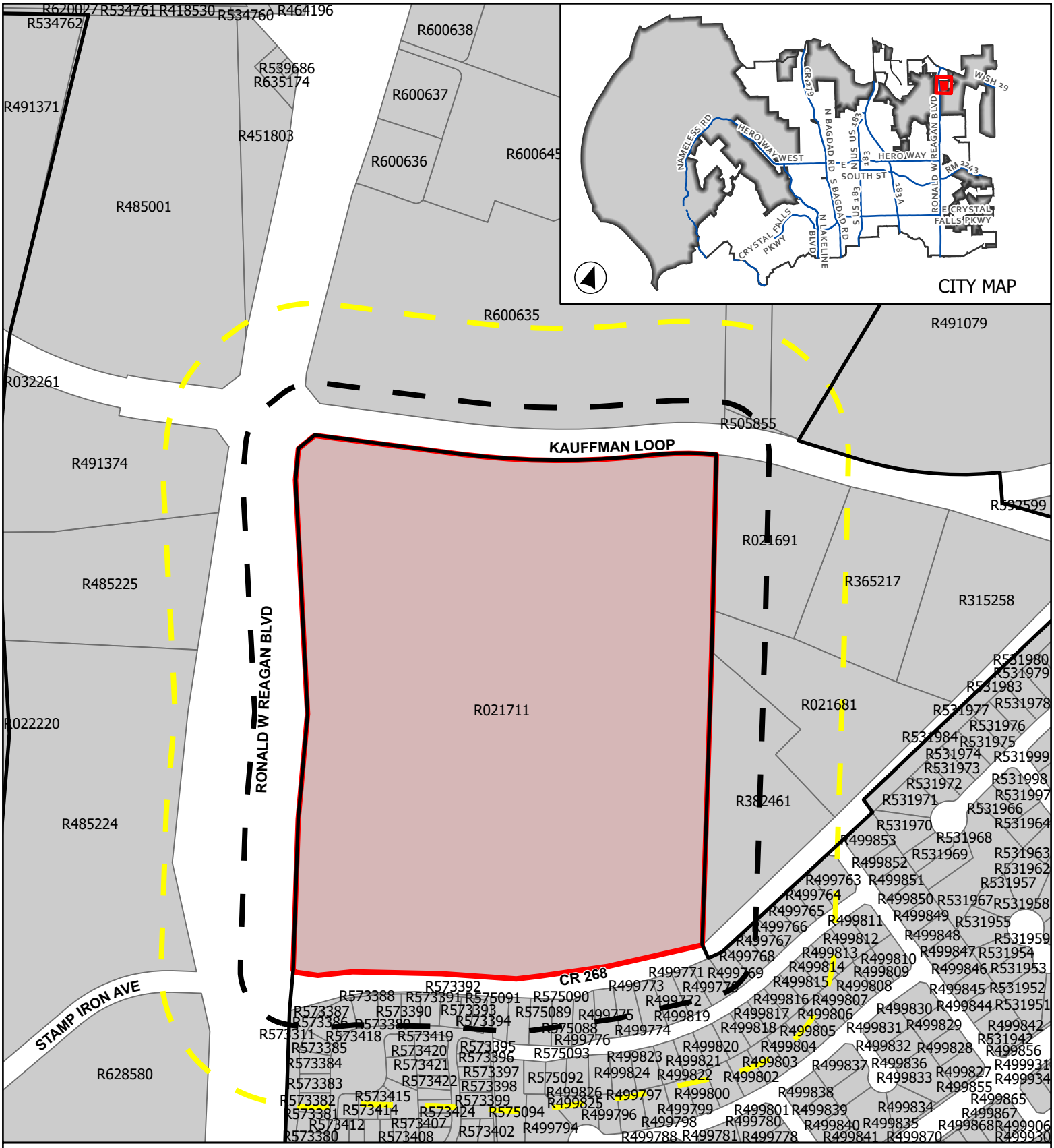
0 150 300

Feet

- Leander City Limits
- Leander ETJ
- Subject Area
- Access Controlled, Existing
- Arterial 4 Lane, Existing

Future Land Use

- Neighborhood Residential
- Multi-Use Corridor - Priority Corridor
- Activity Center




**CASE: Z-22-0021**

**ATTACHMENT 4**

**BAR W EAST COMMERCIAL**

## Public Notification

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0 200 400

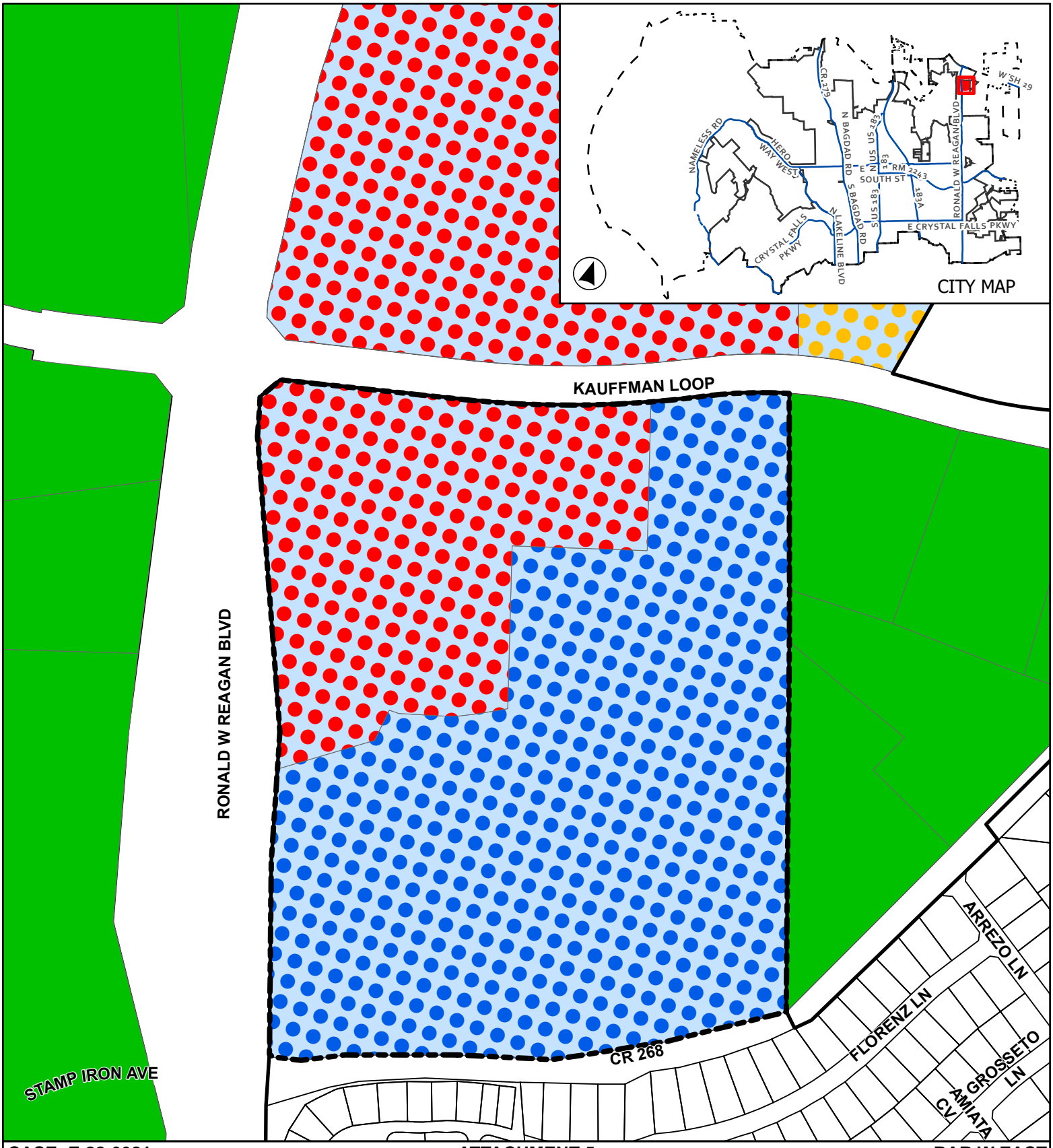
Feet

200' Buffer

500' Buffer

Site Location

Incorporated City




**CASE: Z-22-0021**

**ATTACHMENT 5**

**BAR W EAST COMMERCIAL**

## Proposed Zoning

- Leander City Limits
- Cases 2022
- SFR - Single-Family Rural
- PUD - Townhomes
- PUD - Mixed Use
- PUD - General Commercial
- Subject Boundary
- Extra-Territorial Jurisdiction

0 115 230
Feet

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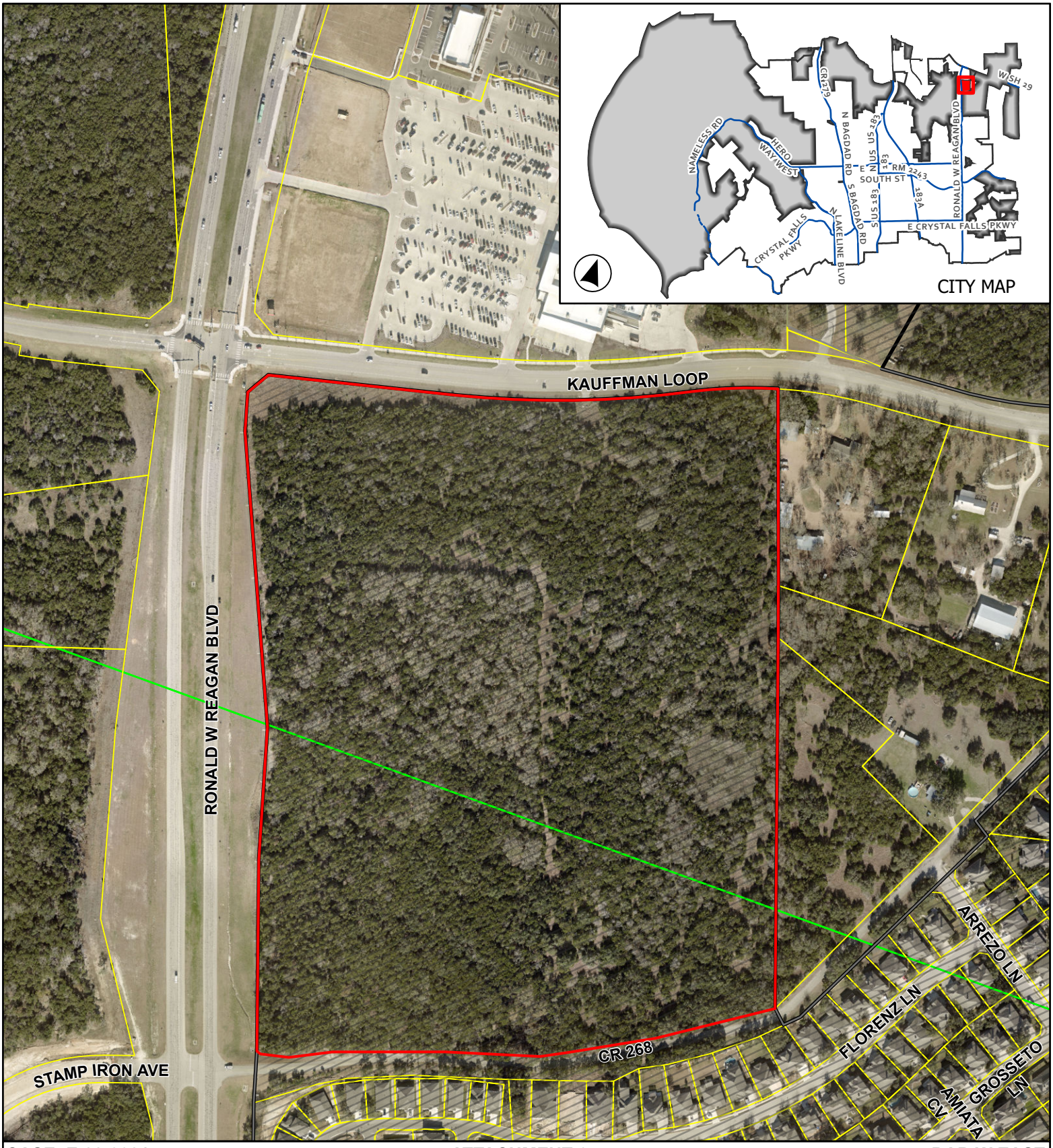


**CASE: Z-22-0021**

**ATTACHMENT 6**

**BAR W EAST COMMERCIAL**

# Aerial Map

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

0 140 280

Feet

Leander City Limits

Leander ETJ

Subject Area

# EXHIBIT A

## Bar W Ranch East Commercial Planned Unit Development

**A. <u>Purpose and Intent</u>**

1. The Bar W Ranch East PUD (the "PUD") is comprised of approximately 51.426 acres (the "Property" and shown in **<u>Exhibit B</u>**) located in Leander, Williamson County, Texas. The PUD shall be developed as a Class "A" quality commercial and mixed residential project with compatible architectural, landscaping and signage standards throughout the individual uses of the PUD. A Class "A" commercial and mixed residential project is commonly known to include new buildings with modern infrastructure located in prime locations with good access and professionally managed. The mixed residential component of the PUD will serve as a buffer between the adjacent single-family neighborhood and the commercial component of the PUD. Development of the PUD is expected to add significant new tax revenues to the City's tax base, create jobs and stimulate the overall local economy. The PUD will encourage comprehensive master-planning of the Property and result in a high-quality project.

2. The PUD's purpose and intent is to create unified development standards for the Property which integrates the mixed residential with the commercial, retail, restaurant and office. The PUD will provide for a cohesive development of contiguous properties and will complement the existing and successful Bar W Ranch Commercial PUD across Kauffman Loop.

**B. <u>Applicability and Base Zoning</u>**

1. All aspects regarding the development of this PUD shall be governed by the Amended and Restated Agreement Regarding Consent to Creation of Leander Municipal Utility Districts No. 1, 2 and 3 (the "Development Agreement") and the ordinances of the City of Leander (the "City Code"), except as established in this exhibit, titled **<u>Exhibit A</u>**. In the case that this PUD ordinance does not address a specific City requirement, the City Code shall apply. In the event of a conflict between this PUD ordinance and the base zoning district found in the Leander Composite Zoning Ordinance, this PUD ordinance shall control. Any capitalized terms used but not defined shall have the meanings ascribed to them in the City Code.

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, as shown on the Conceptual Site Layout and Land Use Plan mentioned below.
    a. Commercial Area (approximately 15.5 acres):
        GC-2-A (General Commercial)

b. Mixed Residential Area (approximately 35.9 acres):
SFT-2-A (Single-Family Townhouse)
MF-2-A (Multi-Family)

**C. <u>Conceptual Site Layout & Land Use Plan</u>**

1. A Conceptual Site Layout and Land Use Plan has been attached to this PUD, **<u>Exhibit C</u>**, to illustrate the design intent for the Property. The design is not final, and is subject to refinement during the platting and site planning stages. A more detailed conceptual site plan will be submitted to the City with the site plan application. This PUD zoning document does not constitute plat or site plan approval of the attached plan.

**D. <u>Allowable / Prohibited Uses</u>**

1. The allowable uses located within the Commercial Area shown in **<u>Exhibit C</u>** shall include all uses permitted by the GC-2-A Zoning District except for the following:
   a. Animal boarding
   b. Bar, Nightclub or private club
   c. Equipment sales, repair and service
   d. Farms or truck gardens, limited to the propagation and cultivation of plants.
   e. Funeral Home, including embalming and crematory facilities associated with an onsite funeral home or cemetery.
   f. Manufacturing Housing sales and accessory building sales.
   g. Office / warehouse including painting, plumbing or similar commercial service.
   h. Transportation related facilities including commercial parking lots, passenger terminals, taxi cab station and mass transit terminals.
   i. New or used vehicle sales, rental, leasing, or repairs.

2. The allowable uses located within the Mixed Residential Area shown in **<u>Exhibit C</u>** shall include townhouses/brownstones and multi-family.

**E. <u>Development Standards</u>**

1. Article III, Section 7 (SFT) of the City's Composite Zoning Ordinance is amended as follows. Lot size minimums do not apply to this PUD. Parking for the Mixed Residential component will be in compliance with MF regulations except as modified in this PUD Ordinance.
2. Article III, Section 13 (MF) of the City's Composite Zoning Ordinance is amended as follows. Density limitations under Article III, Section 13(c) shall be amended to allow for up to fifteen (15) units per acre for a maximum of 538 units. Of the total number of units constructed, twenty-five (25%) percent shall be townhouses.
3. Article III, Section 19 (PUD) of the City's Composite Zoning Ordinance is amended as follows. Article III, Section 19(b)(2)(i) & (ii) regarding vertical mixed use

requirements and structured parking shall not apply but will comply with (iii). Section 19(b)(3) regarding condo regime density, parking and percentages shall not apply.

4. Commercial and Mixed Residential site plans shall be submitted and reviewed concurrently. A minimum of 10,000 square feet of commercial shell buildings shall be under construction and receive a certificate of occupancy for such shell buildings prior to or at the same time as the release of the final certificate of occupancy for the Mixed Residential project.
5. A ten foot (10') non-disturbance zone shall be maintained along the southern property line except where the proposed trail entrance is constructed.
6. Article V, Section 2 (Type 2) of the City's Composite Zoning Ordinance is amended as follows. Individual users shall not exceed 40,000 gross square feet of ground floor area in a single building. A single building may not exceed 60,000 square feet of ground floor area.
7. Driveway ~~spacing and~~ locations ~~as shown~~identified within ~~on~~ Exhibit C are approved. The functional operation of the driveways and control measures shall be determined at the time the Traffic Impact Analysis (TIA) is performed in the future.

**F. Site Standards**

Site standards will comply with Article VI of the City's Composite Zoning Ordinance, except as amended below:

1. The landscaping requirements shall be reviewed based on the overall area.
2. Parking. Article VI, Section 3(a) of the City's Composite Zoning Ordinance is amended as follows.
    a. Sixty-Eight (68%) percent of the Mixed Residential units will have garage parking spaces and the garage parking spaces shall be calculated on the total Mixed Residential Area. A one car garage counts as one garage space. A two-car garage counts as two garage spaces.

**G. Setbacks**

Article VI, Section 6(a) of the City's Composite Zoning Ordinance is amended as follows. The minimum setbacks for the Mixed Residential Area of the PUD are as follows. All other setbacks shall comply with the Composite Zoning Ordinance.

1. Fifty (50') foot building setback along eastern and southern property line.
2. Townhouses will be measured from the perimeter of the lot line.

**H. Drainage and Detention Facilities**

Article VI, Section 7(b) of the City's Composite Zoning Ordinance is amended as follows. Structural stabilization including vertical walls and riprap for non-residential and multi-family drainage facilities shall be limited to not more than forty-five (45%) percent of the

perimeter of the pond excluding outlet structures. The remainder of the perimeter shall be earthen embankment or natural slopes no steeper than 3:1 slope.

**I. Sidewalks**

Article VI, Section 15(a) of the City's Composite Zoning Ordinance is amended as follows. In order to meet sidewalk requirements, development of the PUD shall:

1. Construct the sidewalk in the right-of-way of Ronald Reagan Boulevard,
2. Construct the sidewalk in an easement on the Property along Ronald Reagan Boulevard, or
3. Propose a fee-in-lieu of the sidewalk along Ronald Reagan Boulevard.

**J. Architectural Standards**

Development of the PUD shall comply with the Architectural Standards of the City's Composite Zoning Ordinance, unless otherwise specified below.

1. Masonry and Other Architectural Standards. Article VIII, Section 5(g)(1) and (7) of the City's Composite Zoning Ordinance is not applicable since the Mixed Residential component of the PUD is not being subdivided. For clarification purposes, the drive aisles are not considered streets for the requirements of this subsection.
2. Height. Article VIII, Section 8(a) of the City's Composite Zoning Ordinance is amended as follows.
    a. Allow for maximum building/structure height of sixty (60') feet on the portion depicted and notated on **Exhibit C** of the Commercial Area of the PUD.
    b. Allow for a maximum building/structure height of ~~sixty~~ fifty-five (55~~60~~') feet for the Mixed Residential component of the PUD.
    c. Exceptions described in Article VIII, Section 9 shall apply to the Development.
    d. Article VIII, Section 5(h) (Master Architectural Plan) of the City's Composite Zoning Ordinance is amended as follows. The Commercial and Mixed Residential components of the PUD will submit a Master Architectural Plan separately.

**K. Subdivision Regulations**

Development of the PUD will comply with the City's Subdivision Regulations, as modified below:

1. Blocks and lots. Section 45(a)(2) and (b)(6)(8) of the City's Subdivision Ordinance is amended as follows.
    a. The Mixed Residential component of the PUD shall not exceed a perimeter length of 4,100 feet. Internal drive aisles provide block breaks within the development.

**L. <u>Trail</u>**

Based on the approved Development Agreement the development of the PUD is not subject to Parkland Dedication and Park Improvements under Section 61 of the Subdivision Ordinance since parkland dedication was satisfied with the Bar W Ranch master-planned community. Per Section 4.02 of the Development Agreement, private and public parkland, open space, greenbelts, and trails depicted on the Concept Plan will satisfy all of the parkland dedication requirements and no additional dedication will be required. However, an approximately 6' wide continuous trail constructed of a natural product such as shredded native hardwood mulch shall be installed to provide pedestrian linkage within the development. The trail will be strategically located to maximize the user experience. Function, proposed site and surrounding site conditions, existing vegetation, scenic views, topography and other natural features shall be considered when determining its exact design, location and layout.

# Exhibit B

51.426 ACRES
GREENLEAF FISK SURVEY
ABSTRACT NUMBER 5
WILLIAMSON COUNTY, TX

**FIELD NOTES**

**BEING ALL OF THAT CERTAIN 51.426 ACRE TRACT OR PARCEL OF LAND, OUT OF AND A PART THE OF THE GREENLEAF FISK SURVEY, ABSTRACT NUMBER 5, SITUATED IN WILLIAMSON COUNTY, TEXAS, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS BEING A PORTION OF A CALLED 972.33 ACRE TRACT OF LAND CONVEYED TO HOWARD BARKLEY WEDEMEYER IN VOLUME 343, PAGE 553 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS (D.R.W.C.TX.), SAID 51.426 ACRE TRACT, MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING**, at a capped ½" iron rod found, being a point on a southern right-of-way line of Kauffman Loop (100' R.O.W.) and being also a point on a western right-of-way line of Ronald Reagan Boulevard (R.O.W. Varies), for the **POINT OF BEGINNING** of the herein described tract of land,

**THENCE,** with a southern right-of-way line said Kauffman Loop, the following three (3) courses and distances, numbered 1 through 3,

1. N76°08'30"E, a distance of 482.85 feet to a ½" iron rod found at a point of curvature, for a curve to the left,
2. with said curve to the left, having a radius of 2600.00 feet, an arc length of 607.38 feet, and whose chord bears N69°08'56"E, a distance of 606.00 feet to a capped ½" iron rod found stamped "DIAMOND", at a point of curvature, for a curve to the right, and
3. with said curve to the right having a radius of 1150.00 feet, an arc length of 223.50 feet, and whose chord bears N68°06'23"E, a distance of 223.15 feet to a capped ½" iron rod found, being a point on an eastern boundary line of said 972.33 acre tract, same being a point on a southern right-of-way line of said Kauffman Loop, and being also a northwestern corner of a called 4.23 acre tract of land conveyed to Harvey A. Meyer and Laura M. Meyer in Document Number 2015041024 of the Official Public Records of Williamson County, Texas (O.P.R.W.C.TX.),

**THENCE,** with the common boundary line of said 972.33 acre tract, said 4.32 acre tract, S20°04'11"E, a distance of 505.31 feet to a ¾" iron rod found, being an eastern corner of said 972.33 acre tract, same being a southwestern corner of said 4.32 acre tract and being also a northwestern corner of a called 5.01 acre tract of land conveyed to Gary Greer in Document Number 9850679 (O.P.R.W.C.TX.),

**THENCE,** with the common boundary line of said 972.33 acre tract and said 5.01 acre tract, S19°53'24"E, a distance of 133.78 feet to a ½" iron rod found, being an eastern corner of said 972.33 acre tract, same being a southwestern corner of said 5.01 acre tract, and being also a northwestern corner of a called 4.99 acre tract of land conveyed to Chet O. Harrel in Volume 2438, Page 862 (D.R.W.C.TX.),

**THENCE,** with the common boundary line of said 972.33 acre tract and said 4.99 acre tract, S19°30'50"E, a distance of 952.40 feet to a capped ½" iron rod found, being a southwestern corner of said 972.33 acre tract, same being a southwestern corner of said 4.99 acre tract and being also a point on a northern right-of-way line of County Road 268 (R.O.W. Varies),

**THENCE,** with the common boundary line of said 972.33 acre tract and said County Road 268, the following eight (8) courses and distances, numbered 1 through 8,

1. S56°04'57"W, a distance of 316.36 feet to a capped ½" iron rod found stamped "CBD SETSTONE",
2. S60°46'01"W, a distance of 225.59 feet to a capped ½" iron rod set stamped "CBD SETSTONE",
3. S61°42'54"W, a distance of 74.08 feet to a capped ½" iron rod found,
4. S72°49'37"W, a distance of 244.12 feet to a capped ½" iron rod set stamped "CBD SETSTONE",
5. S69°58'56"W, a distance of 289.50 feet to a capped ½" iron rod found,
6. S62°59'53"W, a distance of 113.59 feet to a capped ½" iron rod set stamped "CBD SETSTONE",

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7. S76°39'35"W, a distance of 73.33 feet to a capped ½" iron rod set stamped "CBD SETSTONE", and
8. N69°45'11"W, a distance of 11.16 feet to a capped ½" iron rod set stamped "CBD SETSTONE", being a southwestern corner of said 972.33 acre tract, same being a point on a northern right-of-way line of said County Road 268 and being also a point on an eastern right-of-way line of said Ronald Reagan Boulevard,

**THENCE,** crossing said 972.33 acre tract and with an eastern right-of-way line of said Ronald Reagan Boulevard, the following five (5) courses and distances, numbered 1 through 5,

1. N19°27'45"W, a distance of 491.67 feet to a capped ½" iron rod set stamped "CBD SETSTONE",
2. N16°13'48"W, a distance of 339.02 feet to a capped ½" iron rod set stamped "CBD SETSTONE",
3. N24°19'35"W, a distance of 761.82 feet to a capped ½" iron rod set stamped "CBD SETSTONE",
4. N16°13'48"W, a distance of 102.44 feet to a capped ½" iron rod set stamped "CBD SETSTONE", and
5. N30°13'55"E, a distance of 68.91 feet to the **POINT OF BEGINNING** and containing 51.426 acres of land.

Surveyed by: 26 APR 2021

Aaron Thomason; R.P.L.S. NO. 6214
***Carlson, Brigance and Doering, Inc.***
5501 West William Cannon
Austin; TX 78749
REG.#10024900
Ph: 512-280-5160
aaron@cbdeng.com

STATE OF TEXAS REGISTERED AARON V. THOMASON 6214 PROFESSIONAL LAND SURVEYOR

BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203)

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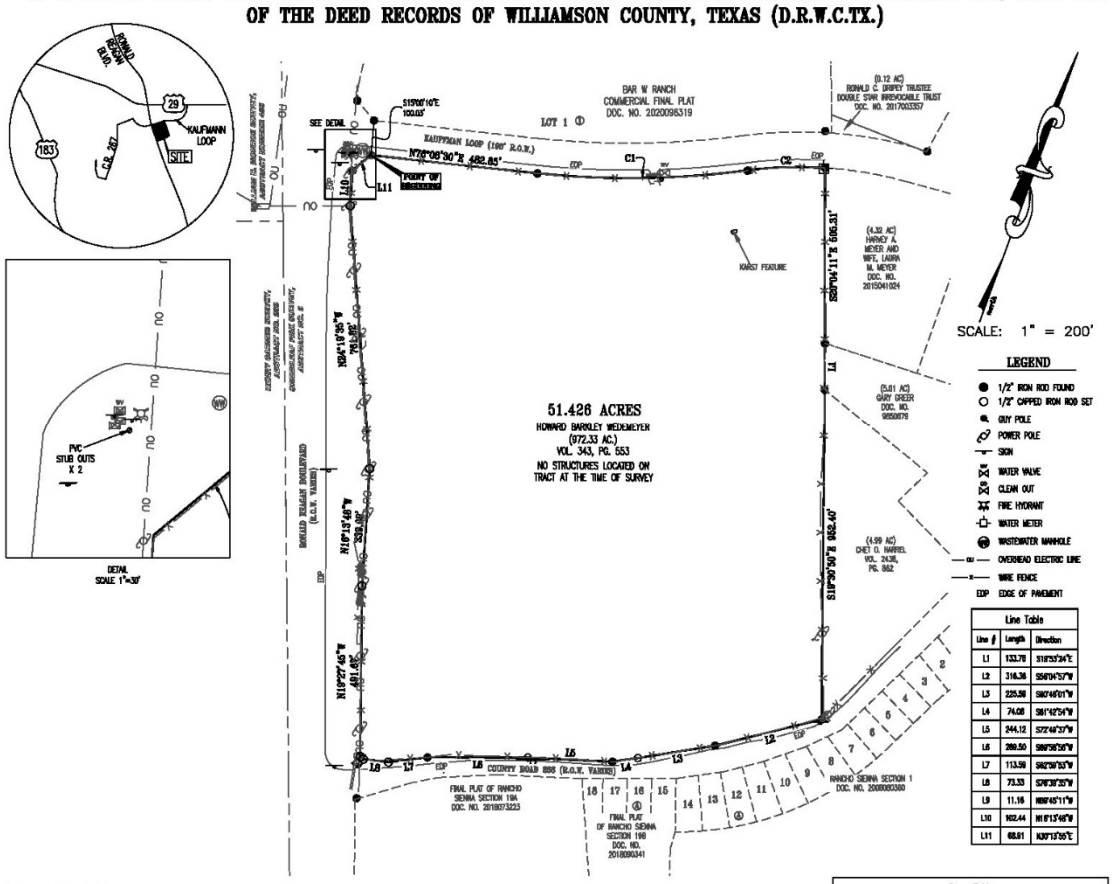
# TITLE SURVEY OF A 51.426 ACRE TRACT OF LAND OUT OF THE GREENLEAF FISK SURVEY, ABSTRACT SURVEY NUMBER 5, SITUATED IN WILLIAMSON COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS BEING A PORTION OF A CALLED 972.33 ACRE TRACT OF LAND CONVEYED TO HOWARD BARKLEY WEDEMEYER IN VOLUME 343, PAGE 553 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS (D.R.W.C.TX.)




| Line Table | | |
|---|---|---|
| Line # | Length | Direction |
| L1 | 133.78 | S18°33'24"E |
| L2 | 316.36 | S56°04'57"W |
| L3 | 225.98 | S80°46'01"W |
| L4 | 74.08 | S81°42'54"W |
| L5 | 244.12 | S72°44'37"W |
| L6 | 280.50 | S86°36'56"W |
| L7 | 113.98 | S82°39'33"W |
| L8 | 73.33 | S76°30'35"W |
| L9 | 11.16 | N88°45'11"W |
| L10 | 162.44 | N18°13'45"W |
| L11 | 68.61 | N30°13'35"E |

| Curve Table | | | | | | |
|---|---|---|---|---|---|---|
| Curve # | Length | Radius | Chord Direction | Chord Length | Tangent | DELTA |
| C1 | 607.38 | 2800.00 | N88°08'58"E | 606.00 | 305.06 | 12°23'05" |
| C2 | 223.50 | 1150.00 | N89°08'23"E | 223.15 | 112.10 | 11°08'07" |

TO: HOWARD BARKLEY WEDEMEYER
TITLE COMMITMENT # 1242017

EFFECTIVE DATE: APRIL 30, 2021

THE FOLLOWING RESTRICTIVE COVENANTS OF RECORD REMAIN BELOW:

THOSE RECORDED IN/UNDER DOCUMENT NO. 2017003839, AMENDED UNDER DOCUMENT NO. 2018107537 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

THIS TRACT IS SUBJECT TO THE FOLLOWING TITLE EXCEPTIONS:

a) ALL TERMS, CONDITIONS, AND PROVISIONS OF THIS CERTAIN SECRETARY'S CERTIFICATE REGARDING AMENDED AND RESTATED CONSENT TO CREATION OF LEANDER MUNICIPAL UTILITY DISTRICT NO. 1,2 AND 3 AND DEVELOPMENT OF THE BAR W RANCH DATED OCTOBER 5, 2015 OF RECORD UNDER DOCUMENT NUMBER 2015099728 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FURTHER AFFECTED BY THE POST-CLOSING AGREEMENT RECORDED IN DOCUMENT NUMBER 2015101114, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FURTHER AFFECTED BY THE PARTIAL ASSIGNMENT OF RIGHTS, DUTIES, AND OBLIGATIONS AND ASSUMPTIONS UNDER AMENDED AND RESTATED AGREEMENT REGARDING CONSENT TO CREATION OF LEANDER MUNICIPAL UTILITY DISTRICT NO. 1, 2 AND 3 AND DEVELOPMENT OF THE BAR W RANCH RECORDED IN DOCUMENT NUMBER 2016004093, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; FURTHER AFFECTED BY FIRST ADDENDUM TO THE WASTEWATER PROJECT COST PARTICIPATION AGREEMENT RECORDED IN DOCUMENT NUMBER 2016092111, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

b) ALL TERMS, CONDITIONS, AND PROVISIONS OF THIS CERTAIN MUNICIPAL UTILITY DISTRICT AND DEVELOPMENT AGREEMENT DATED DECEMBER 4, 2008 OF RECORD UNDER DOCUMENT NUMBER 2014035075 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. THE AGREEMENT REGARDING CONSENT TO CREATION OF MUNICIPAL UTILITY DISTRICT AND DEVELOPMENT OF THE WEDEMEYER RANCH REFERENCED IN ITEM 10(g) HAS BEEN SUPERSEDED AND REPLACED BY THE AMENDED AND RESTATED CONSENT TO CREATION OF LEANDER MUDS 1, 2 AND 3 AND DEVELOPMENT OF THE BAR W RANCH, DATED 9/17/2015, RECORDED UNDER DOCUMENT NO. 2015099728, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, WHICH HAS BEEN FURTHER AFFECTED BY THE THREE FOLLOWING PARTIAL ASSIGNMENTS;

h) PARTIAL ASSIGNMENT OF RIGHTS, DUTIES, AND OBLIGATIONS AND ASSUMPTIONS UNDER AMENDED AND RESTATED AGREEMENT REGARDING CONSENT TO CREATION OF LEANDER MUNICIPAL UTILITY DISTRICT NO. 1, 2 AND 3 AND DEVELOPMENT OF THE BAR W RANCH, DATED 11/13/2015, RECORDED UNDER DOCUMENT NO. 2016004093, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS;

i) SECOND PARTIAL ASSIGNMENT OF RIGHTS, DUTIES, AND OBLIGATIONS AND ASSUMPTIONS UNDER AMENDED AND RESTATED AGREEMENT REGARDING CONSENT TO CREATION OF LEANDER MUNICIPAL UTILITY DISTRICT NO. 1, 2 AND 3 AND DEVELOPMENT OF THE BAR W RANCH, DATED 5/7/2018, RECORDED UNDER DOCUMENT NO. 2018073472, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; AND

j) THIRD PARTIAL ASSIGNMENT OF RIGHTS, DUTIES, AND OBLIGATIONS AND ASSUMPTIONS UNDER AMENDED AND RESTATED AGREEMENT REGARDING CONSENT TO CREATION OF LEANDER MUNICIPAL UTILITY DISTRICT NO. 1, 2 AND 3 AND DEVELOPMENT OF THE BAR W RANCH, DATED 11/8/2018, RECORDED UNDER DOCUMENT NO. 2020001359, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.

k) SUBJECT TO WILLIAMSON COUNTY, REGIONAL KARST CONSERVATION PLAN DATED MARCH 12, 2015 AND APPROVED BY U.S. FISH AND WILDLIFE SERVICES, AS DISCLOSED BY MEMORANDUM OF PARTICIPATION RECORDED IN DOCUMENT NUMBER 2015035042, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, FURTHER AFFECTED BY THE PARTIAL ASSIGNMENT OF RIGHTS AND OBLIGATIONS UNDER WILLIAMSON COUNTY, TEXAS, FURTHER AFFECTED BY PARTIAL ASSIGNMENT OF RIGHTS AND OBLIGATIONS UNDER WILLIAMSON COUNTY REGIONAL KARST CONSERVATION PLAN PARTICIPATION AGREEMENT RECORDED IN DOCUMENT NUMBER 2015101117, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FURTHER AFFECTED BY THAT PARTIAL ASSIGNMENT OF RIGHTS AND OBLIGATIONS UNDER WILLIAMSON COUNTY, TEXAS, FURTHER AFFECTED BY THAT PARTIAL ASSIGNMENT OF RIGHTS AND OBLIGATIONS UNDER WILLIAMSON COUNTY REGIONAL KARST CONSERVATION PLAN PARTICIPATION AGREEMENT RECORDED UNDER DOCUMENT NUMBER 2018044617, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FURTHER AFFECTED BY THAT PARTIAL ASSIGNMENT RECORDED UNDER DOCUMENT NUMBER 2020001359, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

THIS TRACT IS NOT SUBJECT TO THE FOLLOWING TITLE EXCEPTIONS:

l) ALL TERMS, CONDITIONS, AND PROVISIONS OF THAT CERTAIN BLANKET ACCESS EASEMENT AGREEMENT, RECORDED IN/UNDER DOCUMENT NUMBER 2020001305 OF THE OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS.

STATE OF TEXAS:
COUNTY OF WILLIAMSON:

TO: HOWARD BARKLEY WEDEMEYER:

I, THE UNDERSIGNED, DO HEREBY CERTIFY THIS SURVEY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS MANUAL OF PRACTICE REQUIREMENTS FOR A CATEGORY 1A, TSPS LAND SURVEY. THE LEGALLY DESCRIBED PROPERTY DOES NOT LIE WITHIN A SPECIAL FLOOD HAZARD AREA AS DESIGNATED BY THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FEDERAL INSURANCE ADMINISTRATION FLOOD HAZARD BOUNDARY MAP NUMBER 48491C0445F FOR WILLIAMSON COUNTY, TEXAS, DATED DECEMBER 20, 2019 AND FLOOD HAZARD BOUNDARY MAP NUMBER 48491C0472E FOR WILLIAMSON COUNTY, TEXAS, DATED SEPTEMBER 26, 2008.

THE FIELD WORK WAS COMPLETED ON APRIL 26, 2021

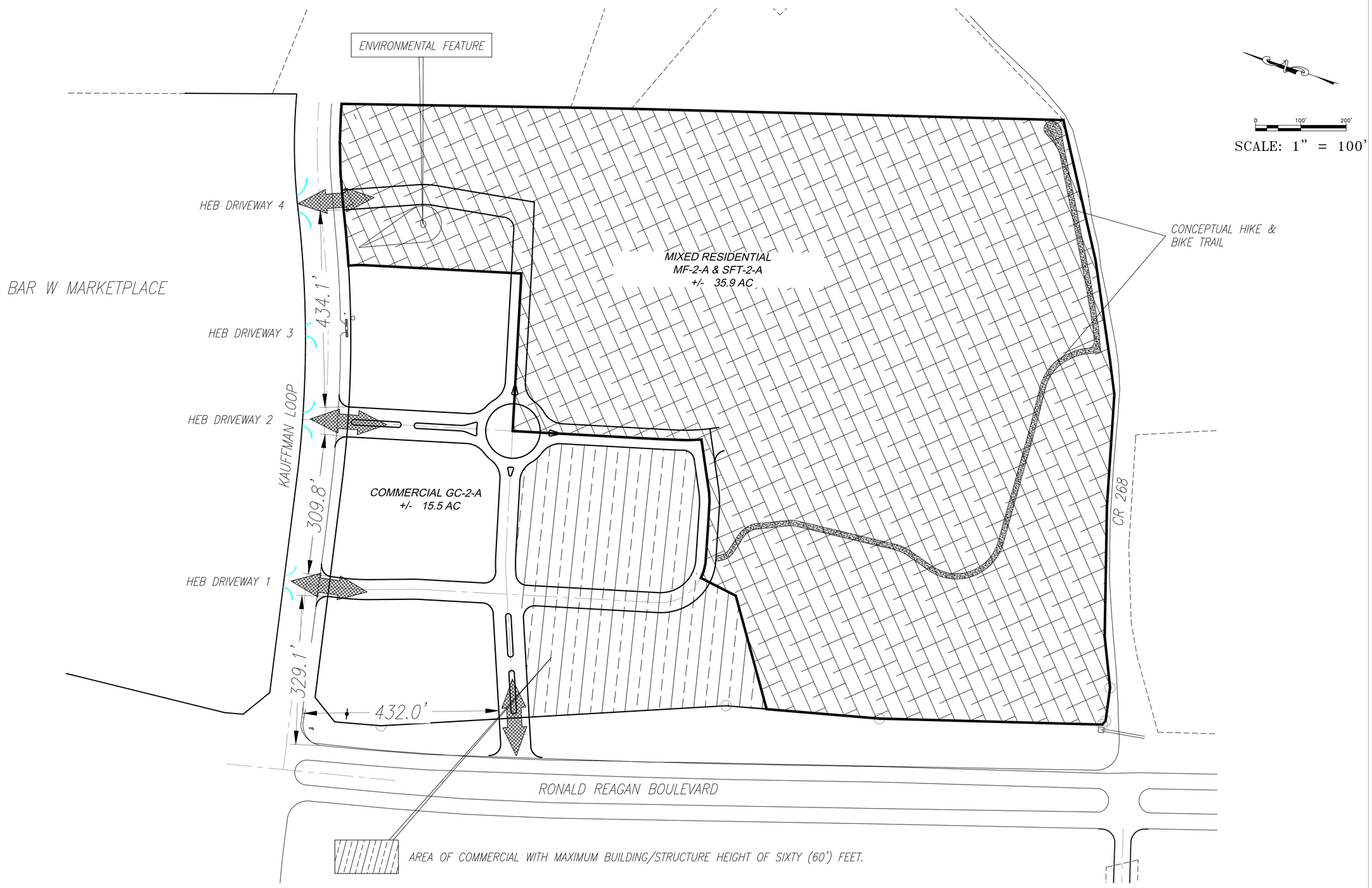
AARON V. THOMASON, RPLS# 6214
Carlson, Brigance and Doering, Inc.
5501 West William Cannon
Austin, Texas 78749
(512)280-5160 (512)280-5165 (fax)
aaron@cbdeng.com

STATE OF TEXAS REGISTERED 6214 AARON V. THOMASON PROFESSIONAL LAND SURVEYOR

| REVISIONS | |
|---|---|
| 05-03-2021 | PRELIMINARY TITLE SURVEY ISSUED |
| 09-16-2021 | TITLE SURVEY UPDATE WITH TC |
| 09-21-2021 | TITLE COMMITMENT UPDATE |
| 12-15-2021 | TITLE EXCEPTION UPDATE |
| | |

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

J:\AC3D\5129\Survey\TITLE SURVEY – 51.426 AC




LEGEND

APPROXIMATE LOCATION OF FUTURE POINTS OF ACCESS

THIS EXHIBIT IS CONCEPTUAL AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH THE COMPOSITE ZONING ORDINANCE OR SUBDIVISION ORDINANCE.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Surveying
Austin, Texas 78748
Fax No. (512) 280-5165


SHEET: CONCEPTUAL SITE LAYOUT AND LAND USE PLAN

DATE: 05-10-22

DRAFTED BY: CP

DESIGNED BY: CRB

JOB NAME: BAR W RANCH EAST COMMERCIAL PUD

PROJECT: PRELIMINARY PLAN

JOB NUMBER: 5375

SHEET 1 OF 1

**ARMBRUST & BROWN, PLLC**

ATTORNEYS AND COUNSELORS

100 CONGRESS AVENUE, SUITE 1300
AUSTIN, TEXAS 78701-2744
512-435-2300

FACSIMILE 512-435-2360

Jewels Cain
(512) 435-2318
*jcain@abaustin.com*

May 17, 2022

Robin M. Griffin, AICP
Planning Director
City of Leander
201 N. Brushy Street
Leander, TX 78646

Re: PUD Zoning Application for a 51.426 acre tract out of and a part of the Greenleaf Fisk Survey, Abstract Number 5, in Leander, Williamson County, Texas, 78642, also known as WCAD Parcel No. R021711 (the "Application")

Dear Ms. Griffin:

This letter is submitted on behalf of Howard Barkley Wedemeyer who is the owner of the property in the above referenced Application. The area to be rezoned is 51.426 acres of land located at the southeast corner of Ronald Reagan Boulevard and Kauffman Loop, in Leander, Williamson County, Texas (the "Property").

The Property is in the ETJ and is currently undeveloped. The request is to rezone the Property to Planned Unit Development (PUD) with a base zoning of GC-2-A, SFT-2-A and MF-2-A to allow for a Class "A" quality mixed use project. The PUD's purpose and intent is to create unified development standards for the Property which integrates townhomes/brownstones, multifamily, retail, restaurant and office. The PUD will provide for a cohesive development of contiguous properties and will complement the existing and successful Bar W Ranch Commercial PUD north of Kauffman Loop.

The PUD will be governed by the Amended and Restated Agreement Regarding Consent to Creation of Leander Municipal Utility Districts No. 1, 2 and 3 (the "Development Agreement") and the ordinances of the City of Leander (the "City Code"). The PUD is subject to the allowable density in the Development Agreement which allows for a residential use up to 15 units per acre under the Village Cluster designation. A copy of the approved Concept Plan Revision #3 dated April 28, 2022 is being provided with this submittal for reference.

Waivers being requested with this PUD are included in the PUD Notes (Exhibit A) and summarized in the list below:

- Article V, Section 1 (Type 1) – Requesting to modify (5)(ii) so that a minimum of total garage parking spaces will exceed total number of units for the mixed residential component of the PUD. Also requesting a waiver to the residential scale requirements under (5)(iii), (v) and (vi).

- Article V, Section 2 (Type 2) – Drive-through and building size restrictions for the commercial component of the PUD. Also requesting to modify the multi-family garage parking requirements as mentioned above.

- Article VI, Section 7(b) – Allow up to 45% of the perimeter of the pond for structural stabilization.

- Article VI, Section 15(a) – Replace the sidewalk requirement for a portion of the Property with a trail.

- Article VIII, Section 8(a) – Allow for maximum height of 60' on the portion of the Property as depicted and notated on the Conceptual Site Layout. Also, allow for a maximum height of 55' for the mixed residential component of the PUD.

- Subdivision Ordinance, Section 45(a)(2) and (b)(6)(8) – The mixed residential component of the PUD shall not exceed a perimeter length of 4,100 feet. All lots are not required to be rectangular.

Higher standards being proposed with this PUD are included in the PUD Notes (Exhibit A) and summarized in the list below:

- The exterior surface area of buildings/structures on the mixed residential component will be comprised of at least eight-five (85%) percent masonry for the first story walls and fifty (50%) percent masonry for each additional story.

- A 50' building/structure setback will be provided along the eastern and southern Property line.

- Master sign plan and architect plan being provided for the commercial component of the PUD.

- An approximately 6' wide trail is being proposed to provide a pedestrian linkage within the development.

- The PUD is providing a mix of uses.

- Type A architectural requirements are being met.

Neighborhood outreach is underway and a summary of the communications will be provided prior to the first public hearing.

Thank you in advance for your time and consideration of this zoning request. If you have any questions or need additional information, please do not hesitate to contact me at (512) 435-2318.

Respectfully,
**Armbrust & Brown, PLLC**

Jewels Cain
Land Development Consultant

cc: Howard Barkley Wedemeyer
Pat Oles, Barshop & Oles Company
David Armbrust, Armbrust & Brown, PLLC

**ARMBRUST & BROWN, PLLC**

ATTORNEYS AND COUNSELORS

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*jcain@abaustin.com*

August 16, 2022

Robin M. Griffin, AICP
Planning Director
City of Leander
201 N. Brushy Street
Leander, TX 78646

Re: Applicant's Summary of Neighborhood Communications for 22-Z-021 Bar W Ranch East Commercial PUD Zoning Application for the property located at the southeast corner of Ronald Reagan and Kauffman Loop, in Leander, Williamson County, Texas, 78642, also known as WCAD Parcel No. R021711 (51.426 acres) (the "Property")

Dear Ms. Griffin:

Please see summary of the neighborhood communication that has occurred to date for the proposed Bar W Ranch East Commercial PUD project (the "Project").

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.

   **RESPONSE:** A list of all property owners within a half mile of the Property has been provided as Exhibit A.

   <u>Five Property Owners to the East of the Property</u>
   On June 13, 2022 we hosted a Zoom call with the 5 property owners to the east of the Property. Their contact information is provided below.
   - Shawn Wolff
     - Address: 860 CR 268
     - Email: [redacted]
   - Gary Greer
     - Address: 1150 CR 268

    - Email: [redacted]
- Chet Harrell
    - Address: CR 268
    - Email: [redacted]
- Brennon and Laura Magee
    - Address: 750 Kauffman Loop
    - Email: [redacted]
- Harvey and Laura Meyer
    - Address: 700 Kauffman Looop
    - Email: [redacted]

Rancho Sienna Residents

On July 6, 2022 we hosted a Zoom call with about six Rancho Sienna residents. Notification for this call was sent out in the Rancho Sienna newsletter. A copy of this newsletter has been provided as Exhibit B. On August 2, 2022 we hosted an in person meeting at the Holiday Inn Express for Rancho Sienna residents and invited the 5 property owners to the east to join as well. There were about twenty residents that attended this meeting. Notification for this meeting was sent via flyer in the mail to all residents within a half mile of the Property which was a little over 900 residents. This flyer has been provided as Exhibit C. A handout with additional information was provided at the meeting and is included as Exhibit D. A sign in sheet was utilized for this meeting and has been provided as Exhibit E to show the contact information for the attendees.

2. Who was notified (i.e. property owners, HOA, etc)? The HOA and/or a representative if there is no organized HOA must be contacted, if applicable. Provide the contact information used.

   **RESPONSE:** For communication with the Rancho Sienna community we contacted Spring Sullivan and Stacy Lugo. Their contact information is listed below.

   Spring Sullivan
   Rancho Sienna Community Association Manager
   512-843-4044
   [redacted]

   Stacy Lugo
   Rancho Sienna Board - Vice President
   512-635-1588
   [redacted]

3. What concerns were raised during these communications?

**RESPONSE:** Traffic, water conservation, lighting, stop sign at Kauffman and Via De Sienna. There were also a concern raised with the proposed trail bringing residents into the Rancho Sienna community.

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

   **RESPONSE:** A 10' non-disturbance zone along the southern property line was added to the PUD Notes.

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

Respectfully,

**Armbrust & Brown, PLLC**

Jewels Cain

Jewels Cain
Land Development Consultant

**Exhibit A**

| Parcel ID # | Owner | SiteAddress |
|---|---|---|
| R573372 | HOLKAR, JAI & ALKA KASLIWAL | 817 AFFAZIA LN, UNIT #60, GEORGETOWN, TX 78628 |
| R573328 | HOWARD, TALLON JAYCE & KRISTIN MICHELE | 408 MONTAUK LOOP, UNIT #16, GEORGETOWN, TX 78628 |
| R573398 | FLORES, PATRICIA F | 113 MERRICK RD, UNIT #86, GEORGETOWN, TX 78628 |
| R573424 | AGGARWAL, SHAVETA & RAJIV SOOD | 120 MERRICK RD, UNIT #112, GEORGETOWN, TX 78628 |
| R573337 | LUONG, DANNY & DIANA PHUNG CHAU | 305 MONTAUK LOOP, UNIT #25, GEORGETOWN, TX 78628 |
| R573369 | WALIYANI, AAFREEN NAWABALI | 826 AFFAZIA LN, UNIT #57, GEORGETOWN, TX 78628 |
| R573420 | GUNTURU, RUPESH | 104 MERRICK RD, UNIT #108, GEORGETOWN, TX 78628 |
| R573357 | TREVINO, STEPHANIE ANN & SERGIO GARCIA II | 704 AFFAZIA LN, UNIT #45, GEORGETOWN, TX 78628 |
| R573339 | HOOVER, BARTLEY WARREN III & ELIZABETH RENEE BANGLE | 232 MONTAUK LOOP, UNIT #27, GEORGETOWN, TX 78628 |
| R573389 | ANGELA PATRICIA GONZALEZ HINOJOSA & FRANCISCO JOSE GARCIA MONTEMAYOR | 212 FLORENZ LN, UNIT #77, GEORGETOWN, TX 78628 |
| R573423 | KAMPATI, SRAVANI | 116 MERRICK RD, UNIT #111, GEORGETOWN, TX 78628 |
| R573353 | ADUSUMILLI, SASIDHAR & RAMYA AVULA | 705 AFFAZIA LN, UNIT #41, GEORGETOWN, TX 78628 |
| R573378 | SEELY, WILLIAM THOMAS | 504 FLORENZ LN, UNIT #66, GEORGETOWN, TX 78628 |
| R573408 | ALBRESKI, SKYLAR NATHAN | 204 MERRICK RD, UNIT #96, GEORGETOWN, TX 78628 |
| R573407 | PRUDEN, ASHLEY N | 200 MERRICK RD, UNIT #95, GEORGETOWN, TX 78628 |
| R573313 | PALEMPALLINALLAPPAGARI, MALLIKARJUNA REDDY | 501 AFFAZIA LN, UNIT #1, GEORGETOWN, TX 78628 |
| R573374 | HAIDER, ZOHEB & HANANE BAIYA | 205 MERRICK RD, UNIT #62, GEORGETOWN, TX 78628 |
| R573335 | PATEL, SANJAY B | 300 MONTAUK LOOP, UNIT #23, GEORGETOWN, TX 78628 |
| R573323 | KING, RICHARD JAMES & EMILY DAVIDSON | 601 AFFAZIA LN, UNIT #11, GEORGETOWN, TX 78628 |
| R573352 | SARISA, PAVAN APPALA NAIDU | 701 AFFAZIA LN, UNIT #40, GEORGETOWN, TX 78628 |
| R573386 | ROZNOVAK, ADAM LEE & MARCIE LEEANN | 308 FLORENZ LN, UNIT #74, GEORGETOWN, TX 78628 |
| R573362 | ANDRESEN, ILONA REGINA | 801 AFFAZIA LN, UNIT #50, GEORGETOWN, TX 78628 |
| R573371 | BANTWAL, SINIVASA KINI & USHA NAYAK | 834 AFFAZIA LN, UNIT #59, GEORGETOWN, TX 78628 |
| R573316 | SCHAEFERING, GORDON R & MARIA GARCIA RODON | 104 CORBIN AVE, UNIT #4, GEORGETOWN, TX 78628 |
| R573332 | VELA, LUCAS & MARIA SOTO | 312 MONTAUK LOOP, UNIT #20, GEORGETOWN, TX 78628 |
| R573363 | SINGH, PANKAJ & NAMITA | 805 AFFAZIA LN, UNIT #51, GEORGETOWN, TX 78628 |
| R573392 | OMURKULOV, YLHAM & JEREN REJEPOVA | 200 FLORENZ LN, UNIT #80, GEORGETOWN, TX 78628 |
| R573383 | REDDY, HARSHA KIRAN REDDY SINGAM & SRI CHANDANA SINGAM REDDY | 320 FLORENZ LN, UNIT #71, GEORGETOWN, TX 78628 |
| R573322 | LAM, JENNIFER & GREGORY KUNIJIRO BULKO | 101 CORBIN AVE, UNIT #10, GEORGETOWN, TX 78628 |
| R573404 | GARNER, CAROLYN M | 137 MERRICK RD, UNIT #92, GEORGETOWN, TX 78628 |
| R573373 | FLORES, RICARDO ALEMAN | 201 MERRICK RD, UNIT #61, GEORGETOWN, TX 78628 |
| R573414 | BANDREDDI, JEEVAN | 309 FLORENZ LN, UNIT #102, GEORGETOWN, TX 78628 |

| | | |
|---|---|---|
| R573321 | BOYLES, SHERRI LYNN | 105 CORBIN AVE, UNIT #9, GEORGETOWN, TX 78628 |
| R573380 | HOUSE, MARISELA & MARIA A TREJO DE GARCIA | 408 FLORENZ LN, UNIT #68, GEORGETOWN, TX 78628 |
| R573390 | HASSAN, HANI FOUAD & NOURAN I IWAIS | 208 FLORENZ LN, UNIT #78, GEORGETOWN, TX 78628 |
| R573419 | SHAH, PARTHIV & NIYATI | 100 MERRICK RD, UNIT #107, GEORGETOWN, TX 78628 |
| R573399 | PANKRATZ, CARL LEE & JANA SUE | 117 MERRICK RD, UNIT #87, GEORGETOWN, TX 78628 |
| R573360 | MUMMADAVARAPU, KAMESHWARA P & HIMA BINDU CHEEDARALA | 716 AFFAZIA LN, UNIT #48, GEORGETOWN, TX 78628 |
| R573336 | VYAS, PATANJAL & MAITRI H | 313 MONTAUK LOOP, UNIT #24, GEORGETOWN, TX 78628 |
| R573359 | VIMALKUMAR KANTILAL AGOLA & JALPA VIMALKUMAR AGOLA TRUSTEES OF THE VIMALKUMAR | 712 AFFAZIA LN, UNIT #47, GEORGETOWN, TX 78628 |
| R573319 | GUERRA, KERI & JOSE | 113 CORBIN AVE, UNIT #7, GEORGETOWN, TX 78628 |
| R573388 | EATON, DAVID & KRISTI MEGAN | 300 FLORENZ LN, UNIT #76, GEORGETOWN, TX 78628 |
| R573318 | MALLAVARAPU, RAMBHARATHREDDY | 112 CORBIN AVE, UNIT #6, GEORGETOWN, TX 78628 |
| R573427 | WILLIAMSON COUNTY MUD #12 | COUNTY ROAD 268, UNIT #115L, GEORGETOWN, TX 78628 |
| R573413 | GUJARATHI, MARWA & MANOJ | 313 FLORENZ LN, UNIT #101, GEORGETOWN, TX 78628 |
| R573314 | WADHWA, SACHIN & PUNEET | 505 AFFAZIA LN, UNIT #2, GEORGETOWN, TX 78628 |
| R573382 | MUNAGALA, HARSHA VARDHAN REDDY & KEERTHANA GUDDETI | 400 FLORENZ LN, UNIT #70, GEORGETOWN, TX 78628 |
| R573425 | KALAPATAPU, VENKATA RAMANA & PALLAVI | 124 MERRICK RD, UNIT #113, GEORGETOWN, TX 78628 |
| R573324 | MCCUTCHEON, STEWART HILL | 605 AFFAZIA LN, UNIT #12, GEORGETOWN, TX 78628 |
| R573315 | MCLEMORE & YUKINO VANHOOSE, JEFFREY | 100 CORBIN AVE, UNIT #3, GEORGETOWN, TX 78628 |
| R573406 | SHARMA, NAVDEEP & NEHA | 145 MERRICK RD, UNIT #94, GEORGETOWN, TX 78628 |
| R573401 | STARK, CAROL MARIE | 125 MERRICK RD, UNIT #89, GEORGETOWN, TX 78628 |
| R573317 | PALADUGU, ROHINI | 108 CORBIN AVE, UNIT #5, GEORGETOWN, TX 78628 |
| R573415 | ABDELKARIM, ALI & RAZAN JANNOUD | 305 FLORENZ LN, UNIT #103, GEORGETOWN, TX 78628 |
| R573396 | FRAIJO, PATRICIA CHRISTINE | 105 MERRICK RD, UNIT #84, GEORGETOWN, TX 78628 |
| R573391 | BULLOCK, ANGELA KATHLEEN | 204 FLORENZ LN, UNIT #79, GEORGETOWN, TX 78628 |
| R573385 | MAHAJAN, NINAD PARAMANAND & GIRIJA V MULAY | 312 FLORENZ LN, UNIT #73, GEORGETOWN, TX 78628 |
| R573331 | PALACIOS, JASON A & ALEXANDRA R | 316 MONTAUK LOOP, UNIT #19, GEORGETOWN, TX 78628 |
| R573350 | BASANA, SURYA RAO APPALA & BHANU HARIKA | 104 MONTAUK LOOP, UNIT #38, GEORGETOWN, TX 78628 |
| R573412 | CHOWDHURY, RENADH & MAHEEB | 220 MERRICK RD, UNIT #100, GEORGETOWN, TX 78628 |
| R573325 | BRUNS, DANNA KAYE | 608 AFFAZIA, UNIT #13, GEORGETOWN, TX 78628 |
| R573395 | LONG, E HILLARY | 101 MERRICK RD, UNIT #83, GEORGETOWN, TX 78628 |
| R573326 | DAVIS, MARK E | 416 MONTAUK LOOP, UNIT #14, GEORGETOWN, TX 78628 |
| R573417 | RAJENDRAN, VINOTHKUMAR | 217 FLORENZ LN, UNIT #105, GEORGETOWN, TX 78628 |
| R573381 | RODRIGUEZ, NADINE | 404 FLORENZ LN, UNIT #69, GEORGETOWN, TX 78628 |

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| R573379 | FAZIO, JEFFREY L | 500 FLORENZ LN, UNIT #67, GEORGETOWN, TX 78628 |
| R573403 | FLORY, DEREK JOSEPH & MICHELE C & KEITH WEIDERT | 133 MERRICK RD, UNIT #91, GEORGETOWN, TX 78628 |
| R573384 | BRUNO, CASEY W | 316 FLORENZ LN, UNIT #72, GEORGETOWN, TX 78628 |
| R573348 | KOLLI, NAVEEN REDDY | 112 MONTAUK LOOP, UNIT #36, GEORGETOWN, TX 78628 |
| R573394 | SIDDIQUI, MOHAMMAD SAFIULLAH & SAMIHA | 172 FLORENZ LN, UNIT #82, GEORGETOWN, TX 78628 |
| R573346 | ARUNACHALAM, SUNDER | 204 MONTAUK LOOP, UNIT #34, GEORGETOWN, TX 78628 |
| R573409 | MEEKS, BRANDYN MICHAEL | 208 MERRICK RD, UNIT #97, GEORGETOWN, TX 78628 |
| R573370 | KIRK, RYAN DOUGLAS & LAURA WARNER | 830 AFFAZIA LN, UNIT #58, GEORGETOWN, TX 78628 |
| R573416 | BROOKS, KATHRYN ASHLEIGH | 301 FLORENZ LN, UNIT #104, GEORGETOWN, TX 78628 |
| R573405 | PALLI EDUR BASHA BOYINI & ROSHANARA MURTHUJASAB GOLANDAJ | 141 MERRICK RD, UNIT #93, GEORGETOWN, TX 78628 |
| R573354 | HUA, WENHUA & FENGJUAN ZHAO | 709 AFFAZIA LN, UNIT #42, GEORGETOWN, TX 78628 |
| R573320 | DASH, BASANTA KUMAR | 109 CORBIN AVE, UNIT #8, GEORGETOWN, TX 78628 |
| R573349 | GUPTA, PRAPTI | 108 MONTAUK LOOP, UNIT #37, GEORGETOWN, TX 78628 |
| R573376 | ALKUSARI, MARY LOVE | 213 MERRICK RD, UNIT #64, GEORGETOWN, TX 78628 |
| R573365 | GUNDU, SHRAVAN KUMAR | 813 AFFAZIA LN, UNIT #53, GEORGETOWN, TX 78628 |
| R573368 | AROOR, SUSHANTH RAO | 822 AFFAZIA LN, UNIT #56, GEORGETOWN, TX 78628 |
| R573422 | MARTINEZ, GAMALIEL JULIAN | 112 MERRICK RD, UNIT #110, GEORGETOWN, TX 78628 |
| R573411 | ANDREW JEFFREY PHAM TRUSTEE OF ANDREW JEFFREY PHAM LIVING TRUST | 216 MERRICK RD, UNIT #99, GEORGETOWN, TX 78628 |
| R573377 | LAKE, CHRISTOPHER AARON | 217 MERRICK RD, UNIT #65, GEORGETOWN, TX 78628 |
| R573400 | MUDIGANTI, ANUPAMA BALA & PHANI KUMAR VELURI | 121 MERRICK RD, UNIT #88, GEORGETOWN, TX 78628 |
| R573355 | SHAIK, GHAN SHAIDA & FATHIMA SULTANA | 713 AFFAZIA LN, UNIT #43, GEORGETOWN, TX 78628 |
| R573334 | BENSON-LEVY, ERIKA & ADAM MATTHEW LEVY | 304 MONTAUK LOOP, UNIT #22, GEORGETOWN, TX 78628 |
| R573367 | HASSAN, KHURSHEED | 818 AFFAZIA LN, UNIT #55, GEORGETOWN, TX 78628 |
| R573418 | DELEON, ASHLEY NICOLE | 213 FLORENZ LN, UNIT #106, GEORGETOWN, TX 78628 |
| R573393 | BEANS, SAMUEL JUSTIN | 176 FLORENZ LN, UNIT #81, GEORGETOWN, TX 78628 |
| R573421 | GILLILAND, JONATHON SHEA & SUMMER | 108 MERRICK RD, UNIT #109, GEORGETOWN, TX 78628 |
| R573410 | KOLLISETTY, VENKATA NAGA KRISHNA SRUJAN | 212 MERRICK RD, UNIT #98, GEORGETOWN, TX 78628 |
| R573364 | MACHIRAJU, RAVI K AND DIVYA H PODURI | 809 AFFAZIA LN, UNIT #52, GEORGETOWN, TX 78628 |
| R573397 | KANDI, RAGHAVENDER RAO | 109 MERRICK RD, UNIT #85, GEORGETOWN, TX 78628 |
| R573366 | JAIN, NEHA | 814 AFFAZIA LN, UNIT #54, GEORGETOWN, TX 78628 |
| R573387 | AMIROV, TURGUN | 304 FLORENZ LN, UNIT #75, GEORGETOWN, TX 78628 |
| R573375 | YARAS, FAHRI | 209 MERRICK RD, UNIT #63, GEORGETOWN, TX 78628 |
| R573402 | VENKATA, ROWNAK SOWBAGYA | 129 MERRICK RD, UNIT #90, GEORGETOWN, TX 78628 |
| R543792 | WIESENER, THELMA B | 104 SERRANO ST, GEORGETOWN, TX 78628 |

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| R531732 | LAYTON, JACQUELINE S & RALPH J | 221 CORTONA LN, GEORGETOWN, TX 78628 |
| R531964 | TRAINA, PHILIP & KENDRA | 117 RUFFINO LN, GEORGETOWN, TX 78628 |
| R594096 | SHEPPARD, KERRY ANN | 300 PISA LN, GEORGETOWN, TX 78628 |
| R499804 | TOVAR, MATTHEW & ANITRA | 208 GROSSETO LN, GEORGETOWN, TX 78628 |
| R499900 | DOLAN, PETER E & LESLIE KIMSEY DOLAN | 225 SAN MATTEO ST, GEORGETOWN, TX 78628 |
| R568962 | PRUITT & ASHLEY THORNBURG, MATTHEW ENOS | 101 CATANI LOOP, GEORGETOWN, TX 78628 |
| R499771 | GARRISON, CHARLES E & LAURIE A | 132 FLORENZ LN, GEORGETOWN, TX 78628 |
| R532000 | ANDERSON, VICTOR & STEPHANIE | 500 SAN MARCO TRL, GEORGETOWN, TX 78628 |
| R531735 | BICKFORD, MERLE V & PATRICIA G | 209 CORTONA LN, GEORGETOWN, TX 78628 |
| R531754 | RUSSELL, THOMAS GEORGE & NADINE VON DAENIKEN | 505 SAN MICHELLE LN, GEORGETOWN, TX 78628 |
| R543830 | LODERUP, MORTEN & ELIZABETH | 104 LAZIO LN, GEORGETOWN, TX 78628 |
| R550622 | KHAREL, BIMAL SHARMA & KASEY LIND | 509 CORTONA LN, GEORGETOWN, TX 78628 |
| R499807 | GREENE, KATHYA | 112 GROSSETO LN, GEORGETOWN, TX 78628 |
| R568926 | NEDERVELD, TERRILL R & JULIE W | 201 PIENZA DR, GEORGETOWN, TX 78628 |
| R531745 | BROWN, DANIEL T & CHRISTAN M | 112 MONTALCINO LN, GEORGETOWN, TX 78628 |
| R499765 | HOLLINGSWORTH, JASON A & ANGELA | 108 FLORENZ LN, GEORGETOWN, TX 78628 |
| R499763 | JONES, THOMAS RICHARD & LINDA S | 100 FLORENZ LN, GEORGETOWN, TX 78628 |
| R543824 | POULOS, GABRIEL MICHAEL SAM & LISA LOZANO POULOS | 220 SERRANO ST, GEORGETOWN, TX 78628 |
| R531848 | SONG, WON & YEON KYUNG LIM | 720 BONNET BLVD, GEORGETOWN, TX 78628 |
| R575100 | ENGEN, MICHAEL & DANIELLE R | 205 TUSCANY DR, GEORGETOWN, TX 78628 |
| R543831 | ELDER, KATHERINE & NATHANIEL LEEDS | 108 LAZIO LN, GEORGETOWN, TX 78628 |
| R499882 | CELOSIA, JOSIAS & JANET | 128 SAN MINIATO ST, GEORGETOWN, TX 78628 |
| R499782 | POYNTER, JEAN ELLEN & RICK DAVID TEEL | 105 TUSCANY DR, GEORGETOWN, TX 78628 |
| R531736 | ROSENBERG, SAM JOSEPH & MARINA MARIA | 205 CORTONA LN, GEORGETOWN, TX 78628 |
| R531950 | NEILSON, PAUL L & RACHELLE | 721 SAN MARCO TRL, GEORGETOWN, TX 78628 |
| R499927 | MARSHALL, RICHARD A & TARA A | 113 SAN MINIATO ST, GEORGETOWN, TX 78628 |
| R568930 | MARQUEZ, JOHN ANTHONY | 100 CATANI LOOP, GEORGETOWN, TX 78628 |
| R590842 | LONG, JENNIFER KA & WELDON BRENT ROBERTS | 108 BANDELLA CV, GEORGETOWN, TX 78628 |
| R531859 | RODRIGUEZ, YVETTE M & DAVID O | 201 PENNA LN, GEORGETOWN, TX 78628 |
| R499906 | URISTA, LUIS & ROSA | 100 SAN MATTEO ST, GEORGETOWN, TX 78628 |
| R499835 | SCHREIER, CHARLES D & SARAH A | 108 AMIATA CV, GEORGETOWN, TX 78628 |
| R533809 | LARSON, CRAIG & MARIA ESTELLA | 424 MONTALCINO LN, GEORGETOWN, TX 78628 |
| R499786 | HARPER, JOHN O | 121 TUSCANY DR, GEORGETOWN, TX 78628 |
| R531749 | BATTLE, MELISSA G | 525 SAN MICHELLE LN, GEORGETOWN, TX 78628 |

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| R499892 | SMART, MELISSA ANN & TERRY LEE | 168 SAN MINIATO ST, GEORGETOWN, TX 78628 |
| R575106 | LANDER, CASSANDRA RENEE & TYRONE MICHAEL | 212 TUSCANY DR, GEORGETOWN, TX 78628 |
| R531751 | PEREZ, JUAN LORENZO (LE) & JOLEEN THOM (LE) | 517 SAN MICHELLE LN, GEORGETOWN, TX 78628 |
| R531709 | VELEZ, IVAN & LISA | 510 SAN MICHELLE LN, GEORGETOWN, TX 78628 |
| R499817 | SPARKS, RYLAN & WENDY | 125 FLORENZ LN, GEORGETOWN, TX 78628 |
| R531900 | ARNETT, KATHY & BRYAN | 113 AUBURN CV, GEORGETOWN, TX 78628 |
| R533834 | PATTON, JESSE M & JAN H | 401 MONTALCINO LN, GEORGETOWN, TX 78628 |
| R543836 | HUNT, WILLIAM AUGUSTUS, III | 217 SERRANO ST, GEORGETOWN, TX 78628 |
| R594141 | LIVINGSTON, BRANDON GREGORY & NICHOLE | 221 PISA LN, GEORGETOWN, TX 78628 |
| R527513 | MOHLER, MARINDA & ETHAN KATZ | 332 SANTA MARIA ST, GEORGETOWN, TX 78628 |
| R499787 | HALLIGAN, EDWARD FRANCIS & RENE MARY | 108 TUSCANY DR, GEORGETOWN, TX 78628 |
| R590822 | ROTH, YUVAL & DORA CAROLINA RUIZ NAVAEZ | 60 RANCHO TRL, GEORGETOWN, TX 78628 |
| R543840 | MAYES, REBECCA W & CHAD R | 201 SERRANO ST, GEORGETOWN, TX 78628 |
| R527544 | CARPIO, LUIS A & MEAGAN A A | 124 FOSINI CV, GEORGETOWN, TX 78628 |
| R531903 | BUNKER, NATHANAEL & MEGHAN | 125 AUBURN CV, GEORGETOWN, TX 78628 |
| R531856 | FAGAN, BRENDA SUSAN (TOD) | 101 PENNA LN, GEORGETOWN, TX 78628 |
| R499926 | CAVENESS, LYNDON & CHRISTINE | 117 SAN MINIATO ST, GEORGETOWN, TX 78628 |
| R594100 | MEHANZEL, ZEWDI SOLOMON | 316 PISA LN, GEORGETOWN, TX 78628 |
| R543823 | SNYDER, KELLY R | 216 SERRANO ST, GEORGETOWN, TX 78628 |
| R590830 | HINDMARCH, ERIN BIRD & JOHN CHRISTOPHER | 89 RANCHO TRL, GEORGETOWN, TX 78628 |
| R499914 | BARTLETT, JORDAN & RACHEL | 216 SAN MATTEO ST, GEORGETOWN, TX 78628 |
| R544181 | KNOX, MELANIE IVY & MAX ALAN | 104 VENTUNO CV, GEORGETOWN, TX 78628 |
| R499813 | MARCHENKO, VOLODYMYR & SVITLANA | 109 FLORENZ LN, GEORGETOWN, TX 78628 |
| R531948 | WILHELM, TYE S & DANIELLE K | 713 SAN MARCO TRL, GEORGETOWN, TX 78628 |
| R543793 | HOOKS, ELIZABETH ANDERSON | 108 SERRANO ST, GEORGETOWN, TX 78628 |
| R543805 | TILLOO, SACHIN & ANUBHA PHADNIS | 133 SERRANO ST, GEORGETOWN, TX 78628 |
| R527567 | STATON, CHRIS E & TARAH | 213 SANTA MARIA ST, GEORGETOWN, TX 78628 |
| R573351 | DHAMIJA, ANUJKUMAR & ASHA AUJKUMAR | 100 MONTAUK LOOP, GEORGETOWN, TX 78628 |
| R531866 | YOO, HAN CHUL & MINHEE KWON | 305 PENNA LN, GEORGETOWN, TX 78628 |
| R590838 | CARVALHO, MELISSA & MARK | 57 RANCHO TRL, GEORGETOWN, TX 78628 |
| R499816 | BAILEY, VIVIAN MARY | 121 FLORENZ LN, GEORGETOWN, TX 78628 |
| R533817 | THOMAS, DAMIAN ANTHONY & ADIENN BECK | 133 ROSADI CV, GEORGETOWN, TX 78628 |
| R499853 | SNAPP, JOSHUA & AMANDA | 404 ARREZO LN, GEORGETOWN, TX 78628 |
| R499819 | PROPERTY OWNER | 133 FLORENZ LN, GEORGETOWN, TX 78628 |

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| R499781 | TORRES, JOHN M & SHEILA M | 101 TUSCANY DR, GEORGETOWN, TX 78628 |
| R531851 | MUMMADAVARAPU KAMESHWARA PANDU RANGA (TOD) & HIMA BINDU CHEEDARALA (TOD) | 708 BONNET BLVD, GEORGETOWN, TX 78628 |
| R531714 | COATES, THOMAS & JENNIFER | 534 SAN MICHELLE LN, GEORGETOWN, TX 78628 |
| R590823 | GINBEY, LOGAN SCOTT & MELANIE GRIFFIN | 56 RANCHO TRL, GEORGETOWN, TX 78628 |
| R590819 | WATTERSON, NILES & BRECKEN | COUNTY ROAD 268, GEORGETOWN, TX 78628 |
| R531759 | GRAY, MARK MONROE & COURTNEY LYNN | 212 CORTONA LN, GEORGETOWN, TX 78628 |
| R531947 | ROMERO, JOHN R, II | 709 SAN MARCO TRL, GEORGETOWN, TX 78628 |
| R527564 | GATTUSO, JENNIFER & ANTHONY JR | 225 SANTA MARIA ST, GEORGETOWN, TX 78628 |
| R531753 | DUBOSE, MARQUES ROBERT | 509 SAN MICHELLE LN, GEORGETOWN, TX 78628 |
| R499828 | EHRSAM, BRYAN & KATHRYN | 205 ARREZO LN, GEORGETOWN, TX 78628 |
| R543818 | CLINGER, JUSTIN & JANET | 200 SERRANO ST, GEORGETOWN, TX 78628 |
| R531965 | POWELL, ERIK A S & ANDREA L | 305 MAGONA TRL, GEORGETOWN, TX 78628 |
| R568933 | SCHIMANSKI, JOHN F SR & KAREN G | CATANI LOOP, GEORGETOWN, TX 78628 |
| R499898 | LAURSEN, STACY ADAMSON | 233 SAN MATTEO ST, GEORGETOWN, TX 78628 |
| R499909 | TOBIN, DEBORAH | 112 SAN MATTEO ST, GEORGETOWN, TX 78628 |
| R499895 | KORAN, KRISTOPHER P & VANESSA A | 301 SAN MATTEO ST, GEORGETOWN, TX 78628 |
| R531877 | ALLEN, JAMES | 405 PENNA LN, GEORGETOWN, TX 78628 |
| R499788 | DE AMARAL, ZANE E & SOPHIE | 405 GROSSETO LN, GEORGETOWN, TX 78628 |
| R590847 | JAMES, JAMES HARRISON & SHARON MCCUTCHEON | 101 BANDELLA CV, GEORGETOWN, TX 78628 |
| R531911 | MEEK, SKYLER O'BRIEN & STEPHANIE JO | 100 AUBURN CV, GEORGETOWN, TX 78628 |
| R523617 | JORDAN, ROBERT B & ERIN E | 104 RANCHO TRL, GEORGETOWN, TX 78628 |
| R568932 | RAUCH, HELMUT & ADRIANA | CATANI LOOP, GEORGETOWN, TX 78628 |
| R531850 | BOYD, KRISTEN G | 712 BONNET BLVD, GEORGETOWN, TX 78628 |
| R499844 | THOMPSON, JULIE A | 208 ARREZO LN, GEORGETOWN, TX 78628 |
| R499899 | CHAPA, ELOY JR & MARIA IMELDA | 229 SAN MATTEO ST, GEORGETOWN, TX 78628 |
| R531901 | BUSH, SHANNON RUTH & ROBERT ANDREW BUSH | 117 AUBURN CV, GEORGETOWN, TX 78628 |
| R531737 | HORRIDGE, RALPH E & DEBBIE S | 201 CORTONA LN, GEORGETOWN, TX 78628 |
| R590831 | VERWER MICHON TRUSTEE STOCKON FAMILY TRUST | 85 RANCHO TRL, GEORGETOWN, TX 78628 |
| R527519 | CHAPPIUS, BRIAN K & KIM N | 308 SANTA MARIA ST, GEORGETOWN, TX 78628 |
| R499829 | VAUK, GERALD EDWARD, Jr | 209 ARREZO LN, GEORGETOWN, TX 78628 |
| R531738 | CONTRERAS, JAVIER & CAROLINE D MALDONADO | 309 CORTONA LN, GEORGETOWN, TX 78628 |
| R594098 | BIAN, SERENA & JUNE S | 308 PISA LN, GEORGETOWN, TX 78628 |
| R531838 | NELSON, ROBERT J & SARA E | 760 BONNET BLVD, GEORGETOWN, TX 78628 |

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| R523628 | MUSCAT, AARON JEWELL & ANGELA ALFINA | 101 RANCHO TRL, GEORGETOWN, TX 78628 |
| R531994 | RODINE, CHARLES & EMILY | 523 SAN MARCO TRL, GEORGETOWN, TX 78628 |
| R499902 | URBANEK, BRIAN THOMAS & AMY MICHELLE | 217 SAN MATTEO ST, GEORGETOWN, TX 78628 |
| R527573 | MIRWANI, RAM & MONISHA R DASWANI | 189 SANTA MARIA ST, GEORGETOWN, TX 78628 |
| R531956 | SELLERS, THOMAS EUGENE & SHELLEY NICOLE | 813 SAN MARCO TRL, GEORGETOWN, TX 78628 |
| R594142 | WOOD, LARRY RAY & CAREN LEE | 225 PISA LN, GEORGETOWN, TX 78628 |
| R499930 | HOLBROOK, ERICA | 101 SAN MINIATO ST, GEORGETOWN, TX 78628 |
| R499768 | DAVIS, JOSEPH & MARI | 120 FLORENZ LN, GEORGETOWN, TX 78628 |
| R531840 | BRAGG, AMANDA & TRENT FENNERTY | 752 BONNET BLVD, GEORGETOWN, TX 78628 |
| R543832 | MEHOK, DONALD J & BONNIE A | 112 LAZIO LN, GEORGETOWN, TX 78628 |
| R531863 | GOVINDARAJAN, RAJESH & SINDHU BALAKRISHNAN | 217 PENNA LN, GEORGETOWN, TX 78628 |
| R594102 | YANES, COMILINO & JESSICA | 324 PISA LN, GEORGETOWN, TX 78628 |
| R590828 | KLINKOVSKY, FRANK EDWIN & DEBRA LYNN | 97 RANCHO TRL, GEORGETOWN, TX 78628 |
| R499811 | GRAMOLL, JOSHUA | 101 FLORENZ LN, GEORGETOWN, TX 78628 |
| R499818 | TWINE, JAMES C & DEAH L & CHARLES BREITHAUPT | 129 FLORENZ LN, GEORGETOWN, TX 78628 |
| R531920 | HOLM, MATTHEW K | 128 CIPRESSI CV, GEORGETOWN, TX 78628 |
| R527579 | HYLTON, MEAGAN & JOSEPH D | 256 SANTA MARIA ST, GEORGETOWN, TX 78628 |
| R527561 | SIMOES, ALEX | 237 SANTA MARIA ST, GEORGETOWN, TX 78628 |
| R499798 | DONNELLY, MICHAEL SCOTT | 404 GROSSETO LN, GEORGETOWN, TX 78628 |
| R527587 | MACLEOD, SANDRINE | 184 SANTA MARIA ST, GEORGETOWN, TX 78628 |
| R499885 | GREER, GREGORY A & PATSY K | 140 SAN MINIATO ST, GEORGETOWN, TX 78628 |
| R531844 | NAMASTE WEALTH GROUP LLC | 736 BONNET BLVD, GEORGETOWN, TX 78628 |
| R499793 | CULLITON, DANIELLE & MIGUEL A MARTINEZ | 425 GROSSETO LN, GEORGETOWN, TX 78628 |
| R499764 | HEMPHILL, MATTHEW & LAURIE | 104 FLORENZ LN, GEORGETOWN, TX 78628 |
| R531918 | MUNDT, CHRIS | 125 CIPRESSI CV, GEORGETOWN, TX 78628 |
| R523623 | TOWNSEND, VINCENT & BECKY | 128 RANCHO TRL, GEORGETOWN, TX 78628 |
| R531929 | EDMOND, MARCUS D & RACHAEL | 207 VOLTERRA CV, GEORGETOWN, TX 78628 |
| R527501 | WALLACE, DERIC D & SALISA M | 101 LA GROTTA LN, GEORGETOWN, TX 78628 |
| R531708 | PARVATANENI, SUMATHI | 506 SAN MICHELLE LN, GEORGETOWN, TX 78628 |
| R533747 | DAVIS, GLEN MICHAEL | 165 SANTA MARIA ST, GEORGETOWN, TX 78628 |
| R499905 | BEVER, JONATHAN EDWARD & DEBRA SUE | 205 SAN MATTEO ST, GEORGETOWN, TX 78628 |
| R531982 | BRIDGE, MATTHEW & EMILY | 110 MAGONA TRL, GEORGETOWN, TX 78628 |
| R531930 | DAVIDSON, JOSHUA S & MEREDITH L | 211 VOLTERRA CV, GEORGETOWN, TX 78628 |
| R548348 | LIBERTY HILL ISD | 751 BONNET BLVD, GEORGETOWN, TX 78628 |

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| R533822 | BROOKS, JOELLA LYNN | 113 ROSADI CV, GEORGETOWN, TX 78628 |
| R544176 | NAIVAR, RYAN | 313 RANCHO SIENNA LOOP, GEORGETOWN, TX 78628 |
| R568937 | BARRERA, JOSE INES GONZALEZ & JANE ELLEN PRILL-GO | 128 CATANI LOOP, GEORGETOWN, TX 78628 |
| R568960 | RUHNAU, SCOTT THOMAS & CHELSEA MARIE HARNETT | 113 CATANI LOOP, GEORGETOWN, TX 78628 |
| R531905 | ARRASMITH, ROBERT (LE) TRUSTEE OF ROBERT K & SHEILA L ARRASMITH REVOACBLE TRUST | 124 AUBURN CV, GEORGETOWN, TX 78628 |
| R531974 | MOLINA, IVAN & MARIE THERESA | 308 MAGONA TRL, GEORGETOWN, TX 78628 |
| R531962 | CARSNO, KATHERINE | 109 RUFFINO LN, GEORGETOWN, TX 78628 |
| R531886 | BLACK, HAROLD & ANGELA | 113 MARTINO TRL, GEORGETOWN, TX 78628 |
| R543827 | KOCH, MITCHELL | 232 SERRANO ST, GEORGETOWN, TX 78628 |
| R499824 | LYONS, THERESA HANNA (RS) & RODNEY W (RS) | 153 FLORENZ LN, GEORGETOWN, TX 78628 |
| R499831 | WEST, GEOFFREY W & JESSICA L | 101 AMIATA CV, GEORGETOWN, TX 78628 |
| R531879 | HUTCHENS, ASHLEIGH & STEVEN | 413 PENNA LN, GEORGETOWN, TX 78628 |
| R543829 | PAYNE, JARED MICHAEL & VERONICA E | 100 LAZIO LN, GEORGETOWN, TX 78628 |
| R543803 | GONGALLA, SRAVYA REDDY & SHARATH C ALETI | 141 SERRANO ST, GEORGETOWN, TX 78628 |
| R543796 | MOHAMMED, ASIF N & ZAREEN AFROZE | 120 SERRANO ST, GEORGETOWN, TX 78628 |
| R543825 | KERR, GABRIELLE & WILLIAM | 224 SERRANO ST, GEORGETOWN, TX 78628 |
| R499887 | DAVIS, GERALD & OMA MILLER-DAVIS | 148 SAN MINIATO ST, GEORGETOWN, TX 78628 |
| R531927 | JACKSON, MICHAEL PAUL | 100 CIPRESSI CV, GEORGETOWN, TX 78628 |
| R533777 | ZIA, ATHAR | 168 SANTA MARIA ST, GEORGETOWN, TX 78628 |
| R543835 | MOYNAHAN, BRIAN C & THERESA E | 221 SERRANO ST, GEORGETOWN, TX 78628 |
| R531943 | HAMLIN, PAUL J & TARA N | 601 SAN MARCO TRL, GEORGETOWN, TX 78628 |
| R594089 | STEVE SHAW-JONG LIU & YOU-JEAN WU | 224 PISA LN, GEORGETOWN, TX 78628 |
| R531980 | CATHERS, TERESA & DAVID | 200 MAGONA TRL, GEORGETOWN, TX 78628 |
| R594105 | GIRI, LALIT & MEETRA BOHARA | 336 PISA LN, GEORGETOWN, TX 78628 |
| R499923 | BYNUM, LISA & RUSSELL | 129 SAN MINIATO ST, GEORGETOWN, TX 78628 |
| R499922 | SHAH, BHAVIN RAMESHCHANDRA & KAJAL VASANT | 133 SAN MINIATO ST, GEORGETOWN, TX 78628 |
| R568959 | FROST, MICHAEL LEE & MELISSA ANN | 117 CATANI LOOP, GEORGETOWN, TX 78628 |
| R594092 | MIROSHNYCHENKO, YEVHEN & DARIIA | 236 PISA LN, GEORGETOWN, TX 78628 |
| R499897 | PROPERTY OWNER | 237 SAN MATTEO ST, GEORGETOWN, TX 78628 |
| R568931 | BILLA, ROHITH REDDY & SOUMYA KESIREDDY | 104 CATANI LOOP, GEORGETOWN, TX 78628 |
| R543813 | VANDYGRIFF, LINDSAY NICHOLLE & AARON BOWEN & VERITAS ENTERPRISES LLC | 412 CORTONA LN, GEORGETOWN, TX 78628 |
| R527552 | LOFTON, AMY K | 313 SAN MATTEO ST, GEORGETOWN, TX 78628 |
| R523627 | GOPANI, VIPUL & SANGITA | 105 RANCHO TRL, GEORGETOWN, TX 78628 |

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| R499767 | GORI, PAUL T & SAUNDRA | 116 FLORENZ LN, GEORGETOWN, TX 78628 |
| R523622 | GOMEZ, LOURDES Y & RICARDO | 124 RANCHO TRL, GEORGETOWN, TX 78628 |
| R531747 | DOMINGO, ROBERT & SARAH TA | 104 MONTALCINO LN, GEORGETOWN, TX 78628 |
| R499769 | QUAIFE, SCOTT & SHANNON JOHNSON-QUAIFE | 124 FLORENZ LN, GEORGETOWN, TX 78628 |
| R499840 | FISCHER, JAMES JOSEPH | 104 ADORNO LN, GEORGETOWN, TX 78628 |
| R499814 | WOLFSHOHL, SAM & ROBYN | 113 FLORENZ LN, GEORGETOWN, TX 78628 |
| R527546 | BARRON, BRITTANY N & CHRISTOPHER R | 116 FOSINI CV, GEORGETOWN, TX 78628 |
| R568923 | DUNNING, BRETT & ANGELA | 113 PIENZA DR, GEORGETOWN, TX 78628 |
| R531746 | OLSEN, HAROLD E & NORA A | 108 MONTALCINO LN, GEORGETOWN, TX 78628 |
| R531987 | KORTSCHAK MICHAEL & CHRISTINE MICHELE TRS OF THE PEBBLES THE REBEL TRST | 105 MAGONA TRL, GEORGETOWN, TX 78628 |
| R527534 | SERNA, PATRICIA | 133 FOSINI CV, GEORGETOWN, TX 78628 |
| R543804 | PENA, ROGER C & CHRISTY F | 137 SERRANO ST, GEORGETOWN, TX 78628 |
| R499825 | PROPERTY OWNER | 157 FLORENZ LN, GEORGETOWN, TX 78628 |
| R543838 | DAVIS, STEPHEN M & SHERYL | 209 SERRANO ST, GEORGETOWN, TX 78628 |
| R499880 | HARTSFIELD, J RUSSELL & SUSAN I | 120 SAN MINIATO ST, GEORGETOWN, TX 78628 |
| R590815 | ROCHA, JOSE RAMON | 88 RANCHO TRL, GEORGETOWN, TX 78628 |
| R594143 | CHUN, STEVE WON & STACEY EUNWON | 229 PISA LN, GEORGETOWN, TX 78628 |
| R499773 | CARY M & EILEEN M VANETTES OF THE CARY M & EILEEN M VANETTES REVOCABLE TRUST | 140 FLORENZ LN, GEORGETOWN, TX 78628 |
| R531839 | GELDER, GREGORY H & EMILY H | 756 BONNET BLVD, GEORGETOWN, TX 78628 |
| R499907 | BHOJ, SHILPA & SUDHIR SRINIVASA | 104 SAN MATTEO ST, GEORGETOWN, TX 78628 |
| R531999 | MCIVER, CHASE SR & SHELLEY | 124 RUFFINO LN, GEORGETOWN, TX 78628 |
| R531897 | RUCHIR RAVINDRA KADAM & HARSHALI MAHESH MUGUTRAO | 101 AUBURN CV, GEORGETOWN, TX 78628 |
| R590833 | SEWARD, MELISSA BEW & BLANTON PAUL | 77 RANCHO TRL, GEORGETOWN, TX 78628 |
| R531882 | BRANUM, BRANDY | 404 PENNA LN, GEORGETOWN, TX 78628 |
| R575130 | LAWSON, SCOTT MATTHEW & ALEXANDRA JO | 108 BOLE CV, GEORGETOWN, TX 78628 |
| R527557 | JACKSON, JOHN E & RACHEL F | 253 SANTA MARIA ST, GEORGETOWN, TX 78628 |
| R531961 | ALLEN, DANIEL JOHN & VILMA LISETTE | 105 RUFFINO LN, GEORGETOWN, TX 78628 |
| R590829 | LOPEZ-CABANAS, LUIS MANUEL & JOELYN M MEDINA-LOPEZ | 93 RANCHO TRL, GEORGETOWN, TX 78628 |
| R568927 | ZOOK, CHERRYL L & FREDERICK B | 205 PIENZA DR, GEORGETOWN, TX 78628 |
| R531885 | VERWER, BRIAN D & KATIE R | 109 MARTINO TRL, GEORGETOWN, TX 78628 |
| R594094 | OSTERBUHR, TIM & FRIEDERIKE | 244 PISA LN, GEORGETOWN, TX 78628 |
| R527569 | SILVA, MICHAEL & ASHLEY | 205 SANTA MARIA ST, GEORGETOWN, TX 78628 |
| R499842 | OSHEL, CATHERINE M & JAMES P | 200 ARREZO LN, GEORGETOWN, TX 78628 |

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| R590818 | GORMAN, RANDY CLINTON & ASHLEY LAURA | 76 RANCHO TRL, GEORGETOWN, TX 78628 |
| R499803 | HATKAR, SAGAR SUNIL & SWAPNA VISHVANATH KHATU | 212 GROSSETO LN, GEORGETOWN, TX 78628 |
| R531917 | IYPE, JACOB & RUMA JAMES | 121 CIPRESSI CV, GEORGETOWN, TX 78628 |
| R544175 | BAHREE, DEEPAK AND SHAIFALI TRUSTEES OF THE BAHREE FAMILY TRUST | 317 RANCHO SIENNA LOOP, GEORGETOWN, TX 78628 |
| R527562 | JACKSON, DEREK DANIEL & KELSEY DAWN | 233 SANTA MARIA ST, GEORGETOWN, TX 78628 |
| R531727 | PACHECO, ERIK H & CHELSEA L | 109 SAN MICHELLE CV, GEORGETOWN, TX 78628 |
| R499850 | LOTT, JULIE M AND DAVID A | 308 ARREZO LN, GEORGETOWN, TX 78628 |
| R527536 | RAMOS, XERXES L & ANA L | 141 FOSINI CV, GEORGETOWN, TX 78628 |
| R527537 | MASUCCIO, ANTHONY (TOD) & JENNIFER (TOD) | 145 FOSINI CV, GEORGETOWN, TX 78628 |
| R590814 | PARKER, DALLIN RICHARDSON & MIKAYDA ANN MILLS | 92 RANCHO TRL, GEORGETOWN, TX 78628 |
| R531733 | MOORE, DONALD, Jr & JOSIE SALAZAR | 217 CORTONA LN, GEORGETOWN, TX 78628 |
| R568921 | DONOHUE, ROBERT & MICHELLE | 105 PIENZA DR, GEORGETOWN, TX 78628 |
| R531991 | MURRAY, ROGER LEONARD & KWI | 511 SAN MARCO TRL, GEORGETOWN, TX 78628 |
| R531880 | PICKELL, RICHARD H JR & TARA NICHOLE | 412 PENNA LN, GEORGETOWN, TX 78628 |
| R531717 | FORSTHOFFER, CARRIE & KYLE IRBY | 304 CORTONA LN, GEORGETOWN, TX 78628 |
| R499841 | OGEA, JENNIFER | 100 ADORNO LN, GEORGETOWN, TX 78628 |
| R594097 | CHUNG, ANDY YOUNG | 304 PISA LN, GEORGETOWN, TX 78628 |
| R523619 | REAVEY, DESIR'E & ROBERT | 112 RANCHO TRL, GEORGETOWN, TX 78628 |
| R527570 | COFFEY, KARI T & WILLIAM C | 201 SANTA MARIA ST, GEORGETOWN, TX 78628 |
| R523625 | DEWITT, SANDRA E | 113 RANCHO TRL, GEORGETOWN, TX 78628 |
| R499849 | ESTES, DALTON & CONNOR PAYNE | 304 ARREZO LN, GEORGETOWN, TX 78628 |
| R543814 | DURBIN CINDY & MICHAEL | 408 CORTONA LN, GEORGETOWN, TX 78628 |
| R531968 | LAMBERT, MICHAEL S & TANYA | 319 MAGONA TRL, GEORGETOWN, TX 78628 |
| R531869 | EDINGTON, EMILY MARIE | 317 PENNA LN, GEORGETOWN, TX 78628 |
| R527503 | RODGERS, BRIAN D & KAREN J | 109 LA GROTTA LN, GEORGETOWN, TX 78628 |
| R531711 | ROWLAND, MICHAEL S & LESLIE B | 522 SAN MICHELLE LN, GEORGETOWN, TX 78628 |
| R531960 | NICOLETTA, MICHAEL A & CRISTINA DAY | 101 RUFFINO LN, GEORGETOWN, TX 78628 |
| R594121 | DESAI, KANDARP SATISH | 333 BERKELEY PL, GEORGETOWN, TX 78628 |
| R531741 | NACHLAS, BRIAN | 204 MONTALCINO LN, GEORGETOWN, TX 78628 |
| R499792 | DAVIS, AISSA ANN | 421 GROSSETO LN, GEORGETOWN, TX 78628 |
| R531725 | PATTERSON, LOUIS CHARLES & SYLVIA YVONNE | 108 SAN MICHELLE CV, GEORGETOWN, TX 78628 |
| R575128 | LEWIS, BRETT ANTHONY & CARRIE-LYNN MORGAN | 109 BOLE CV, GEORGETOWN, TX 78628 |
| R499933 | RICHTER, CORY L & LAURA M | 101 CORTONA LN, GEORGETOWN, TX 78628 |
| R531734 | CARTER, CHRISTOPHER T & SANDRA J | 213 CORTONA LN, GEORGETOWN, TX 78628 |

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| R531761 | MURDOCK, SAMUEL D | 220 CORTONA LN, GEORGETOWN, TX 78628 |
| R568925 | KECHELY, JAMES & DEBI | 121 PIENZA DR, GEORGETOWN, TX 78628 |
| R527560 | HESS JOSEPH & TERI | 241 SANTA MARIA ST, GEORGETOWN, TX 78628 |
| R527545 | RISINGER, ERIKA & SHADD | 120 FOSINI CV, GEORGETOWN, TX 78628 |
| R527586 | HERVEY, PATRICK K & HANNAH | 188 SANTA MARIA ST, GEORGETOWN, TX 78628 |
| R527575 | HISEROTE, BRIAN C & DEBORAH J | 181 SANTA MARIA ST, GEORGETOWN, TX 78628 |
| R543815 | HARRISON, DON WESLEY & SAGARIO MORENO HARRISON | 404 CORTONA LN, GEORGETOWN, TX 78628 |
| R527571 | YOON, YOUNGMIN & HYEON YEE KIM | 197 SANTA MARIA ST, GEORGETOWN, TX 78628 |
| R543837 | VIJAYAN, RAVISANGAR | 213 SERRANO ST, GEORGETOWN, TX 78628 |
| R531870 | RAO, PREETHAM P & SOWMYA NEELAVAR | 321 PENNA LN, GEORGETOWN, TX 78628 |
| R531878 | BOND, WILLIAM & ERICA | 409 PENNA LN, GEORGETOWN, TX 78628 |
| R499924 | PARMLEY, RUSSELL L & MARIAN G | 125 SAN MINIATO ST, GEORGETOWN, TX 78628 |
| R544146 | KELLY, DAVID WAYNE & VERONICA | 217 PIENZA DR, GEORGETOWN, TX 78628 |
| R531993 | WAMPLER, MICHAEL & FRANCIE | 519 SAN MARCO TRL, GEORGETOWN, TX 78628 |
| R499871 | LIESMAN, MATTHEW C | 712 CORTONA CV, GEORGETOWN, TX 78628 |
| R531893 | RAJKUMAR, SHALINL & VINOTH | 112 MARTINO TRL, GEORGETOWN, TX 78628 |
| R531712 | SHANKS, WYATT & AMANDA | 526 SAN MICHELLE LN, GEORGETOWN, TX 78628 |
| R594146 | DIPRATO, TYLER & BRENTNEY | 336 BERKELEY PL, GEORGETOWN, TX 78628 |
| R531916 | ARANDA, ISMAEL RAUL | 117 CIPRESSI CV, GEORGETOWN, TX 78628 |
| R527531 | GARNER, ADAM M & ANGELA & MONICA S JOANOS | 121 FOSINI CV, GEORGETOWN, TX 78628 |
| R531743 | HOSMANI & SAGAR BHANDARE, ASHWINI V | 120 MONTALCINO LN, GEORGETOWN, TX 78628 |
| R499896 | HARRIS, JUDITH ELAINE | 241 SAN MATTEO ST, GEORGETOWN, TX 78628 |
| R499847 | WHITTLESEY, SKYLER & NICOLE MARIE | 220 ARREZO LN, GEORGETOWN, TX 78628 |
| R544180 | WALLNER, RICHARD L & WANDA J | 100 VENTUNO CV, GEORGETOWN, TX 78628 |
| R499839 | SCOTT, CHRISTOPHER & LISA M | 108 ADORNO LN, GEORGETOWN, TX 78628 |
| R531951 | VENTURA, DANIEL A & SHAWN L GOODMAN | 725 SAN MARCO TRL, GEORGETOWN, TX 78628 |
| R499925 | KLUNK, CHRISTOPHER J & CARMEN E COLOMER MENDOZA | 121 SAN MINIATO ST, GEORGETOWN, TX 78628 |
| R531949 | GALLAGHER, VICTOR R III & AMY S | 717 SAN MARCO TRL, GEORGETOWN, TX 78628 |
| R499823 | BARCLAY, DAVID A & BONNIE L | 149 FLORENZ LN, GEORGETOWN, TX 78628 |
| R543839 | STILLWELL, MATTHEW | 205 SERRANO ST, GEORGETOWN, TX 78628 |
| R575090 | CARRILLO, DAVID ERNESTO & ERIKA ELISA QUIJADA | 164 FLORENZ LN, GEORGETOWN, TX 78628 |
| R531758 | KATA, MATTHEW JOHN & JILLIAN | 208 CORTONA LN, GEORGETOWN, TX 78628 |
| R575092 | GUDIPATI, KARTIK & SREEVARSHA CHALLAPALLI | 165 FLORENZ LN, GEORGETOWN, TX 78628 |
| R499810 | BAKER, GARY N & ABBIE H | 100 GROSSETO LN, GEORGETOWN, TX 78628 |

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| R499820 | STANTON, RANDALL & GALINA DRUZHININA | 137 FLORENZ LN, GEORGETOWN, TX 78628 |
| R573329 | FLOYD, ALLISON LEIGH | 404 MONTAUK LOOP, GEORGETOWN, TX 78628 |
| R523624 | CORSON, HALLE | 117 RANCHO TRL, GEORGETOWN, TX 78628 |
| R499791 | MCLAUGHLIN, JENNIFER & ROBBIE | 417 GROSSETO LN, GEORGETOWN, TX 78628 |
| R590849 | DEHOFF-COCHREN, AUSTEN CHACE & NICOLE DOMINIQUE BLAVET | 45 RANCHO TRL, GEORGETOWN, TX 78628 |
| R568924 | MORALES, MONICA BALITBIT | 117 PIENZA DR, GEORGETOWN, TX 78628 |
| R573343 | BROWN, JAMIE OWENS | 216 MONTAUK LOOP, GEORGETOWN, TX 78628 |
| R590820 | NIHART, JESSICA RENEE & SHAWNA LEE | 68 RANCHO TRL, GEORGETOWN, TX 78628 |
| R550623 | ENRIQUEZ, JOSE COELLO | 505 CORTONA LN, GEORGETOWN, TX 78628 |
| R544145 | HANDY, ANDREA JEAN & NETCY DEAN & BARBARA ANN | 213 PIENZA DR, GEORGETOWN, TX 78628 |
| R590826 | ROSENBERG, SUCHAN NAM & MATTHEW A | 44 RANCHO TRL, GEORGETOWN, TX 78628 |
| R533810 | RAM, RUPA | 428 MONTALCINO LN, GEORGETOWN, TX 78628 |
| R499805 | ANDREWS, ALISON DAWN & STEFON HYNSON | 204 GROSSETO LN, GEORGETOWN, TX 78628 |
| R531867 | FELDMAN, EDWARD G (LE) & ARIANNE M (LE) | 309 PENNA LN, GEORGETOWN, TX 78628 |
| R573358 | WADA, KEVIN HISAO & CYNTHIA MARIE | 708 AFFAZIA LN, GEORGETOWN, TX 78628 |
| R531728 | HEALY, RITA L & ROBERT J | 105 SAN MICHELLE CV, GEORGETOWN, TX 78628 |
| R531757 | YOUNG, TARA & DANIEL RAMOS | 204 CORTONA LN, GEORGETOWN, TX 78628 |
| R499806 | BLASKA, DOUG & DEBBY | 200 GROSSETO LN, GEORGETOWN, TX 78628 |
| R499921 | VAN DER WESTHUIZEN, PETER WILLIAM & MICHAELA MARIE | 137 SAN MINIATO ST, GEORGETOWN, TX 78628 |
| R531845 | BAKER, JAMES RAY, II | 732 BONNET BLVD, GEORGETOWN, TX 78628 |
| R531963 | SPRAGUE, JOSH & BETH | 113 RUFFINO LN, GEORGETOWN, TX 78628 |
| R527578 | TRIVETTE, EVAN T & LINDSAY | 260 SANTA MARIA ST, GEORGETOWN, TX 78628 |
| R527548 | WILSON, SCOTT & CYNTHIA E RAMIREZ | 108 FOSINI CV, GEORGETOWN, TX 78628 |
| R573345 | KOKKONDA, SREECHANDAN | 208 MONTAUK LOOP, GEORGETOWN, TX 78628 |
| R523620 | SPRADLING, DONALD & SHANNON | 116 RANCHO TRL, GEORGETOWN, TX 78628 |
| R594090 | ROPP, DAVID ANTHONY & EVA SAMMARCO | 228 PISA LN, GEORGETOWN, TX 78628 |
| R531946 | PRINDLE, JOHN MARK & NICOLINA CANTRELL (TOD) | 705 SAN MARCO TRL, GEORGETOWN, TX 78628 |
| R527580 | PIDIKITI, VENKATA RAMESH & RADHIKA VUYYURU | 252 SANTA MARIA ST, GEORGETOWN, TX 78628 |
| R533837 | SOWARDS, MICHAEL L & CYNTHIA H | 413 MONTALCINO LN, GEORGETOWN, TX 78628 |
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| R531723 | NOWAK, STANLEY & TRACY NOWAK TRUSTEES OF THE NOWAK FAMILY LIVING TRUST | 100 SAN MICHELLE CV, GEORGETOWN, TX 78628 |
| R527538 | BASALLA, MARK A & KRISTEN E | 149 FOSINI CV, GEORGETOWN, TX 78628 |
| R594088 | GUO, WEILI | 220 PISA LN, GEORGETOWN, TX 78628 |
| R568922 | FRAZIER, MAX CHARLES (TOD) | 109 PIENZA DR, GEORGETOWN, TX 78628 |

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| R531864 | DEGALA, SANDEEP & DIVYA SHEKAR | 221 PENNA LN, GEORGETOWN, TX 78628 |
| R527550 | JAMES, MICHAEL P & DIANA T | 100 FOSINI CV, GEORGETOWN, TX 78628 |
| R499852 | PSAILA, JOSHUA P & KATHRYN L | 400 ARREZO LN, GEORGETOWN, TX 78628 |
| R531874 | ONEAL, DONNIE EARL & JANET NORENE ONEAL | 808 BONNET BLVD, GEORGETOWN, TX 78628 |
| R531742 | ALMESTICA, JONATHAN JAMES & ALICIA MARIE | 200 MONTALCINO LN, GEORGETOWN, TX 78628 |
| R527518 | MESSICK, JOHN V & COURTNEY M | 312 SANTA MARIA ST, GEORGETOWN, TX 78628 |
| R499916 | LEVY, ROBERT II & SHANNA | 224 SAN MATTEO ST, GEORGETOWN, TX 78628 |
| R531907 | FISHER, ALLISON ANN & TYLER RAY | 116 AUBURN CV, GEORGETOWN, TX 78628 |
| R594091 | HAYES, ERIN CHRISTINA & VAIBHAV TUSHAR PITALE | 232 PISA LN, GEORGETOWN, TX 78628 |
| R531837 | BOLLA, RAJA | 764 BONNET BLVD, GEORGETOWN, TX 78628 |
| R531966 | STOBAUGH, KYLE BRADLEY | 309 MAGONA TRL, GEORGETOWN, TX 78628 |
| R527541 | WENTZEL, JOHN RICHARD & KRISTEN ELAINE | 136 FOSINI CV, GEORGETOWN, TX 78628 |
| R531992 | SHELTON, PAUL E & CATHERINE L | 515 SAN MARCO TRL, GEORGETOWN, TX 78628 |
| R531854 | PRIESTER, KATJA | 105 VOLTERRA CV, GEORGETOWN, TX 78628 |
| R590825 | WRIGHT, STEVEN ROAMAN SR & LATISHA BRENDA WILLIA | 48 RANCHO TRL, GEORGETOWN, TX 78628 |
| R527542 | BERTELSON, TREY & ASHTIN M | 132 FOSINI CV, GEORGETOWN, TX 78628 |
| R575132 | PADUBIDRI UDAY SHENOY & SUNITHA PADUBIDRI SHENOY (RS) | 100 BOLE CV, GEORGETOWN, TX 78628 |
| R499931 | OBRIEN, ERICA & BRIAN LAWRENCE | 109 CORTONA LN, GEORGETOWN, TX 78628 |
| R533806 | HOUSEHOLDER, BLAKE AUSTIN & SARAH KANEL | 412 MONTALCINO LN, GEORGETOWN, TX 78628 |
| R531744 | HOBBS, JOHN TYLER | 116 MONTALCINO LN, GEORGETOWN, TX 78628 |
| R594095 | BOWERS, LARRY T & ANDREA | 248 PISA LN, GEORGETOWN, TX 78628 |
| R532004 | GIPSON, THOMAS (RS) & SHARON (RS) | 516 SAN MARCO TRL, GEORGETOWN, TX 78628 |
| R499784 | SMITH, SCOTT ANTHONY | 113 TUSCANY DR, GEORGETOWN, TX 78628 |
| R594093 | GARCIA, ANTHONY C | 240 PISA LN, GEORGETOWN, TX 78628 |
| R523618 | JIN, SHAN & HONGJIN LONG | 108 RANCHO TRL, GEORGETOWN, TX 78628 |
| R499800 | HART, ROBERT D & LELA W | 308 GROSSETO LN, GEORGETOWN, TX 78628 |
| R531981 | GUSTAVSON, KENNETH & MARIA | 114 MAGONA TRL, GEORGETOWN, TX 78628 |
| R543794 | BICE, JASON R P & GRACIE E | 112 SERRANO ST, GEORGETOWN, TX 78628 |
| R531860 | BAHREE, DEEPAK & SHAIFALI | 205 PENNA LN, GEORGETOWN, TX 78628 |
| R575101 | LAFRATE, SCOTT & CHRISTINA B SALCEDO M | 209 TUSCANY DR, GEORGETOWN, TX 78628 |
| R550611 | DAVIS, JULIE | 504 CORTONA LN, GEORGETOWN, TX 78628 |
| R499883 | FRANK, DAVID R & CAROL B | 132 SAN MINIATO ST, GEORGETOWN, TX 78628 |
| R499833 | ALDRICH, KEVIN M & REBEKAH R | 109 AMIATA CV, GEORGETOWN, TX 78628 |
| R527502 | ZAPIEN, JAMES G (TOD) & VALERIE A ZAPIEN (TOD) | 105 LA GROTTA LN, GEORGETOWN, TX 78628 |

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| R499770 | SMITH, GREGREY B | 128 FLORENZ LN, GEORGETOWN, TX 78628 |
| R531755 | MCNANY, MATTHEW E & MICHELE A KING-MCNANY | 501 SAN MICHELLE LN, GEORGETOWN, TX 78628 |
| R499822 | MACKEY, DAVID CHARLES & KIMBERLY DAWN | 145 FLORENZ LN, GEORGETOWN, TX 78628 |
| R531914 | MATTHEWS, ALICIA A | 109 CIPRESSI CV, GEORGETOWN, TX 78628 |
| R531977 | BELLIDO, PEDRO J & MARIE L | 212 MAGONA TRL, GEORGETOWN, TX 78628 |
| R568935 | CONLEY, EMILY S & JUDITH S & KAVEH AZARNOUSH | CATANI LOOP, GEORGETOWN, TX 78628 |
| R499802 | WILCOX, LESTER H & SANDRA A | 300 GROSSETO LN, GEORGETOWN, TX 78628 |
| R499843 | LEONARD, KENNETH T & PATRICIA S | 204 ARREZO LN, GEORGETOWN, TX 78628 |
| R499868 | BOWMAN, RUSTY & DEBORAH LEA | 700 CORTONA CV, GEORGETOWN, TX 78628 |
| R568928 | LI, YULIAN & CHI MENG HO | 209 PIENZA DR, GEORGETOWN, TX 78628 |
| R499821 | THANGAVELU, BALAJEE | 141 FLORENZ LN, GEORGETOWN, TX 78628 |
| R568936 | MALLAM, DINESH GOUD | 124 CATANI LOOP, GEORGETOWN, TX 78628 |
| R573333 | MA, PENGBO | 308 MONTAUK LOOP, GEORGETOWN, TX 78628 |
| R533804 | RISTER, KARL MILTON & ANGELA MARIE | 404 MONTALCINO LN, GEORGETOWN, TX 78628 |
| R531955 | VEGA, JENNIFER ANN & MIGUEL R | 809 SAN MARCO TRL, GEORGETOWN, TX 78628 |
| R543795 | FINNEGAN, AMY & MATTHEW J YOCUM | 116 SERRANO ST, GEORGETOWN, TX 78628 |
| R527582 | DAVIS, SHANE | 240 SANTA MARIA ST, GEORGETOWN, TX 78628 |
| R531890 | SALAS, HECTOR A & LISA J | 124 MARTINO TRL, GEORGETOWN, TX 78628 |
| R523626 | KELSEY, JOHN WARD & CHERYL LYNN | 109 RANCHO TRL, GEORGETOWN, TX 78628 |
| R531763 | GIARROSSO, STEVEN & MELISSA | 228 CORTONA LN, GEORGETOWN, TX 78628 |
| R531718 | CLAYTON, LINDA & MICHAEL SHAWN WELCH | 308 CORTONA LN, GEORGETOWN, TX 78628 |
| R499917 | FAUGHT, CHARLES DEAN & ELIZABETH | 167 SAN MINIATO ST, GEORGETOWN, TX 78628 |
| R523616 | PHILIP, LAL & VIJI DANIEL | 100 RANCHO TRL, GEORGETOWN, TX 78628 |
| R499874 | ABBOTT, DONALD | 711 CORTONA CV, GEORGETOWN, TX 78628 |
| R499801 | MENDOZA, FERNANDO | 304 GROSSETO LN, GEORGETOWN, TX 78628 |
| R590844 | JANYSEK, JOSH | COUNTY ROAD 268, GEORGETOWN, TX 78628 |
| R527533 | AGRAWAL SHALU & RAVI S TIWARI | 129 FOSINI CV, GEORGETOWN, TX 78628 |
| R527551 | MAY-ROGERS, SHALLON | 317 SAN MATTEO ST, GEORGETOWN, TX 78628 |
| R573340 | DODIA, ANKITSINH KIRTARSINH & NEHAL ANKITSINH | 228 MONTAUK LOOP, GEORGETOWN, TX 78628 |
| R531876 | THUKARAM, ASLESH KUMAR & RASHMY ASLESH | 401 PENNA LN, GEORGETOWN, TX 78628 |
| R533816 | ROHDE, DREW E & KATHRYN M | 137 ROSADI CV, GEORGETOWN, TX 78628 |
| R531726 | GRIFFIN, RICHARD M & RITA E | 112 SAN MICHELLE CV, GEORGETOWN, TX 78628 |
| R531724 | STUVER, SUSAN KATHLEEN & DRID E | 104 SAN MICHELLE CV, GEORGETOWN, TX 78628 |
| R499932 | HALL, BRYAN D & AMBER D | 105 CORTONA LN, GEORGETOWN, TX 78628 |

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| R499836 | LIMUEL, FARRIS EUGENE & YASHICA SANDRA | 104 AMIATA CV, GEORGETOWN, TX 78628 |
| R531756 | WERTZ, JAMES ALEXANDER & JESSICA | 200 CORTONA LN, GEORGETOWN, TX 78628 |
| R531971 | ARMIN, DEBORAH I | 320 MAGONA TRL, GEORGETOWN, TX 78628 |
| R527558 | MARTINEZ, DANIEL | 249 SANTA MARIA ST, GEORGETOWN, TX 78628 |
| R568961 | GONZALES, CHERYL C & MICHAEL J TRUSTEES OF MICHAEL & CHERYL GONZALES FAMILY TRST | CATANI LOOP, GEORGETOWN, TX 78628 |
| R590832 | OWENS, JUSTIN SCOTT & PAMELA MARIE | 81 RANCHO TRL, GEORGETOWN, TX 78628 |
| R527532 | LIN, HAO & LING | 125 FOSINI CV, GEORGETOWN, TX 78628 |
| R499920 | PYLE, BRANDON S & COURTNEY | 155 SAN MINIATO ST, GEORGETOWN, TX 78628 |
| R527520 | JOSHI SUNIL P & RANADE RANADE AARTI TRUSTEES OF JOSHI FAMILY REVOCABLE TRUST | 304 SANTA MARIA ST, GEORGETOWN, TX 78628 |
| R575129 | LARSON, CHRISTOPHER STEVEN | 112 BOLE CV, GEORGETOWN, TX 78628 |
| R531720 | WALKER, THOMAS G & KAREN D | 316 CORTONA LN, GEORGETOWN, TX 78628 |
| R550624 | HUDSON JASON D & STACY N | 501 CORTONA LN, GEORGETOWN, TX 78628 |
| R499779 | MYATT, RICHARD DAYNE & DORINDA | 109 ADORNO LN, GEORGETOWN, TX 78628 |
| R531857 | NEEDHAM, GREGORY P | 105 PENNA LN, GEORGETOWN, TX 78628 |
| R531986 | KIM, SEAN S & UNICELLA Y | 101 MAGONA TRL, GEORGETOWN, TX 78628 |
| R527584 | BANTIYA & ANKITA JAIN, RITESH RAMESH | 196 SANTA MARIA ST, GEORGETOWN, TX 78628 |
| R499894 | SMITH, TERESA | 305 SAN MATTEO ST, GEORGETOWN, TX 78628 |
| R531715 | FORRISTER, RACHEL | 538 SAN MICHELLE LN, GEORGETOWN, TX 78628 |
| R499812 | IVES, ZELMA J & JOHN S ROGERS | 105 FLORENZ LN, GEORGETOWN, TX 78628 |
| R531957 | MILAM, CORY A & KARRI A | 808 SAN MARCO TRL, GEORGETOWN, TX 78628 |
| R531899 | TURNER, DAVID & MAR | 109 AUBURN CV, GEORGETOWN, TX 78628 |
| R499848 | SISCA, JOSEPH & JENNIFER NELSON | 300 ARREZO LN, GEORGETOWN, TX 78628 |
| R499777 | BROWN, CHRISTOPHER & VICTORIA | 101 ADORNO LN, GEORGETOWN, TX 78628 |
| R590840 | ABRAHAM, MICHAEL DUCO | COUNTY ROAD 268, GEORGETOWN, TX 78628 |
| R531924 | HOLDERMAN, JOHN L & KELLY M | 112 CIPRESSI CV, GEORGETOWN, TX 78628 |
| R531750 | DUDLEY, SCOTT & MELISSA | 521 SAN MICHELLE LN, GEORGETOWN, TX 78628 |
| R531884 | WILK, WOJCIECH ALEKSANDER | 105 MARTINO TRL, GEORGETOWN, TX 78628 |
| R531990 | MOLINA, ELIODORO NIEVES & TIFFANY A L | 507 SAN MARCO TRL, GEORGETOWN, TX 78628 |
| R531952 | PHILLIPS, STEPHANIE C & MICKEY L Sr | 729 SAN MARCO TRL, GEORGETOWN, TX 78628 |
| R543834 | SPENCER, ERIC M | 225 SERRANO ST, GEORGETOWN, TX 78628 |
| R499834 | PRICE, RICHARD | 112 AMIATA CV, GEORGETOWN, TX 78628 |
| R575097 | KUMAR, NIKET & DIVYA MAHAJAN | 129 TUSCANY DR, GEORGETOWN, TX 78628 |

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| R499795 | LLANES, LEO & CINTHIA | 416 GROSSETO LN, GEORGETOWN, TX 78628 |
| R594087 | IFFLA, MICHAEL JOHN & EDNA I | 216 PISA LN, GEORGETOWN, TX 78628 |
| R527572 | KLEIN, KEVIN L (LE) & TERRY LYNN (LE) | 193 SANTA MARIA ST, GEORGETOWN, TX 78628 |
| R533811 | SALDANHA, LAXINE MAXWEL & JANICE MATHIAS | 432 MONTALCINO LN, GEORGETOWN, TX 78628 |
| R543800 | MCCLELLAN, KENNETH W & MICHELLE W | 136 SERRANO ST, GEORGETOWN, TX 78628 |
| R531842 | LUKESH, WALTER JOHN | 744 BONNET BLVD, GEORGETOWN, TX 78628 |
| R533808 | LOCKETT, ALAN J & ALLIENE E WOOD | 420 MONTALCINO LN, GEORGETOWN, TX 78628 |
| R527559 | KUPPURAJ, PALANIRAJAN PALANISAMY & TIFFANY A MINER | 245 SANTA MARIA ST, GEORGETOWN, TX 78628 |
| R531928 | CHEKURI, PAVAN & KARTHIKI KATUKOTA | 203 VOLTERRA CV, GEORGETOWN, TX 78628 |
| R499789 | MADDOX, KELLI & JIMMY | 409 GROSSETO LN, GEORGETOWN, TX 78628 |
| R531889 | HANRAHAN, BRETT RAYMOND | 128 MARTINO TRL, GEORGETOWN, TX 78628 |
| R499878 | HENDERSON, HEATH & BRANDI | 112 SAN MINIATO ST, GEORGETOWN, TX 78628 |
| R590845 | ATKINS, JAMES DAVID, V | 109 BANDELLA CV, GEORGETOWN, TX 78628 |
| R531843 | TRUONG, KATHRYN D & CHRIS E JOW | 740 BONNET BLVD, GEORGETOWN, TX 78628 |
| R531976 | FRAZIER, KATHERINE J & RAYMOND J | 300 MAGONA TRL, GEORGETOWN, TX 78628 |
| R499875 | POLNASZEK, CHARLES A (TOD) & JENNIFER A (TOD) | 100 SAN MINIATO ST, GEORGETOWN, TX 78628 |
| R527517 | GODBOLD, BRYAN & CARRIE HARPER | 316 SANTA MARIA ST, GEORGETOWN, TX 78628 |
| R531892 | KIM HYOUNGMOG & MI KOUNG CHO | 116 MARTINO TRL, GEORGETOWN, TX 78628 |
| R531729 | NARDELLI, RICHARD & JANET | 101 SAN MICHELLE CV, GEORGETOWN, TX 78628 |
| R499808 | SNARR, ROY & JESSICA LITTLE-SNARR | 108 GROSSETO LN, GEORGETOWN, TX 78628 |
| R527556 | NOLAN, ALBERT C & KELLY M | 257 SANTA MARIA ST, GEORGETOWN, TX 78628 |
| R499915 | MONTECINOS, ANDREA | 220 SAN MATTEO ST, GEORGETOWN, TX 78628 |
| R531895 | MACKERT, WILLIAM J & SANDRA J | 104 MARTINO TRL, GEORGETOWN, TX 78628 |
| R523621 | MORGAN, JACOB BRADLEY & WHITNEY CHARLEVILLE | 120 RANCHO TRL, GEORGETOWN, TX 78628 |
| R499918 | CHESTER, PHILLIP RYAN | 163 SAN MINIATO ST, GEORGETOWN, TX 78628 |
| R499881 | KIM, SUSAN & HERMAN | 124 SAN MINIATO ST, GEORGETOWN, TX 78628 |
| R531978 | PATEL, RAKESH D & DIPALBEN | 208 MAGONA TRL, GEORGETOWN, TX 78628 |
| R568934 | PHAM, THANH HUONG THI & TAM THANH NGUYEN | CATANI LOOP, GEORGETOWN, TX 78628 |
| R531979 | WRIGHT, NICHOLAS MICHAEL & UDEECHI BARNA | 204 MAGONA TRL, GEORGETOWN, TX 78628 |
| R531973 | EDWARDS, DEREK M & JENNIFER A | 312 MAGONA TRL, GEORGETOWN, TX 78628 |
| R531906 | STEPHEN, JAMES & JESSICA STROBLE STEPHEN | 120 AUBURN CV, GEORGETOWN, TX 78628 |
| R531953 | CAHILL, COREY L & LORI A | 801 SAN MARCO TRL, GEORGETOWN, TX 78628 |
| R532003 | DUNNING, MICHAEL RAY & DESIREE CELESTE | 512 SAN MARCO TRL, GEORGETOWN, TX 78628 |
| R531841 | GREGORY EUGENE HAMRICK (RS) & DAMALU GREGG HAMRICK (RS) | 748 BONNET BLVD, GEORGETOWN, TX 78628 |

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| R531908 | WILSON, PETER P & KYLEE, IV | 112 AUBURN CV, GEORGETOWN, TX 78628 |
| R531944 | HERNANDIZ, PHILIP | 605 SAN MARCO TRL, GEORGETOWN, TX 78628 |
| R531894 | MANKIN, JACK & ALLISON | 108 MARTINO TRL, GEORGETOWN, TX 78628 |
| R499809 | MOORE, TARA E & BRYAN J | 104 GROSSETO LN, GEORGETOWN, TX 78628 |
| R499877 | HOWELL, KRISTEN M & BLAIR V | 108 SAN MINIATO ST, GEORGETOWN, TX 78628 |
| R531887 | HARDAWAY, JAMES E & TONYA R | 117 MARTINO TRL, GEORGETOWN, TX 78628 |
| R590816 | HEBERT, SCOTT H | 84 RANCHO TRL, GEORGETOWN, TX 78628 |
| R499785 | KOTTIGE, DEVARAJ & NAYANARANI | 117 TUSCANY DR, GEORGETOWN, TX 78628 |
| R531731 | YARBOROUGH, KENT A & LISA | 225 CORTONA LN, GEORGETOWN, TX 78628 |
| R527589 | AKPAN, JUSTINA ANIETIE & ANIETIE DANIEL | 176 SANTA MARIA ST, GEORGETOWN, TX 78628 |
| R531855 | WILLIAMSON, MICHELLE LYNN | 109 VOLTERRA CV, GEORGETOWN, TX 78628 |
| R527588 | HIRAVE, RAHUL & SWATI AKHADE | 180 SANTA MARIA ST, GEORGETOWN, TX 78628 |
| R531881 | FORAN, SCOTT & MIRANDA | 408 PENNA LN, GEORGETOWN, TX 78628 |
| R499775 | BRAVO DE RUEDA, JUAN C & IRINA | 148 FLORENZ LN, GEORGETOWN, TX 78628 |
| R499815 | KOSAREK, RUSSELL & SUZANNE | 117 FLORENZ LN, GEORGETOWN, TX 78628 |
| R594144 | GONZALEZ, DIOLEISYS FONTELA | 233 PISA LN, GEORGETOWN, TX 78628 |
| R499776 | KUCHEFSKI, JAMES M & MARY A | 152 FLORENZ LN, GEORGETOWN, TX 78628 |
| R499845 | PINA, SALLY J & ALBERT G | 212 ARREZO LN, GEORGETOWN, TX 78628 |
| R499826 | GUTIERREZ, JACQUELINE F | 161 FLORENZ LN, GEORGETOWN, TX 78628 |
| R590824 | HUEBNER, STEVE ALLEN & NICOLE RAE, JR | 52 RANCHO TRL, GEORGETOWN, TX 78628 |
| R543820 | CHOROST, MATTHEW & HANNAH | 204 SERRANO ST, GEORGETOWN, TX 78628 |
| R527539 | ISBELL, LYNDSEY M & TOMMIE C JACKSON III | 144 FOSINI CV, GEORGETOWN, TX 78628 |
| R543802 | REILLY III, EDWARD V & MARY C | 145 SERRANO ST, GEORGETOWN, TX 78628 |
| R527547 | BANTWAL, SRINIVASA KINI & USHA NAYAK | 112 FOSINI CV, GEORGETOWN, TX 78628 |
| R531883 | GENZ, TRAVIS R & SARAH L | 101 MARTINO TRL, GEORGETOWN, TX 78628 |
| R590821 | RODRIGUEZ, ALEJANDRO | 64 RANCHO TRL, GEORGETOWN, TX 78628 |
| R531995 | VARDO, MICHAEL E & TAMMY L | 600 SAN MARCO TRL, GEORGETOWN, TX 78628 |
| R499911 | DAVIS, MARK EDWARD & AMY CASSANDRA | 204 SAN MATTEO ST, GEORGETOWN, TX 78628 |
| R544171 | HUGO ANDRES OGALDE IBACACHE AND EVELYN ELIZABETH BURROWS | 333 RANCHO SIENNA LOOP, GEORGETOWN, TX 78628 |
| R531959 | DEL CARLO, MICHAEL (TOD) & BARBARA M (TOD) | 800 SAN MARCO TRL, GEORGETOWN, TX 78628 |
| R575133 | FISHER, JEFFREY & JESSICA | 124 TUSCANY DR, GEORGETOWN, TX 78628 |
| R527555 | DAILEY, CHRISTOPHER & BRITTANY | 261 SANTA MARIA ST, GEORGETOWN, TX 78628 |
| R499766 | WASHINGTON, DOUGLAS PAUL & POLINA PAVLOVNA, II | 112 FLORENZ LN, GEORGETOWN, TX 78628 |
| R499910 | SKUBI, ANTHONY JOSEPH III & AMY WINN SKUBI | 200 SAN MATTEO ST, GEORGETOWN, TX 78628 |

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| R531975 | VESTERLUND, BO NICKLAS | 304 MAGONA TRL, GEORGETOWN, TX 78628 |
| R499866 | BREWER, FRANK H & STEPHANIE V | 600 CORTONA CV, GEORGETOWN, TX 78628 |
| R527566 | WATSON, TYLER REED & FARREN J | 217 SANTA MARIA ST, GEORGETOWN, TX 78628 |
| R533746 | TAYLOR, ALVIS | 169 SANTA MARIA ST, GEORGETOWN, TX 78628 |
| R544177 | MULYE, RANJIT | 309 RANCHO SIENNA LOOP, GEORGETOWN, TX 78628 |
| R531945 | SHRESTHA, DINESH & ROSHANI | 701 SAN MARCO TRL, GEORGETOWN, TX 78628 |
| R499796 | VAUGHAN, THOMAS H JR & DEBORAH E | 412 GROSSETO LN, GEORGETOWN, TX 78628 |
| R531913 | DURAI, RANJITHKUMAR | 105 CIPRESSI CV, GEORGETOWN, TX 78628 |
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| R573344 | GHODASARA, DEVAL SATYAMKUMAR (TOD) & SATYAMKUMAR HASMUKHLAL (TOD) | 212 MONTAUK LOOP, GEORGETOWN, TX 78628 |
| R590850 | HAYES, NICHOLAS JAMES | 41 RANCHO TRL, GEORGETOWN, TX 78628 |
| R499774 | CARLSON, GREGORY ALLEN | 144 FLORENZ LN, GEORGETOWN, TX 78628 |
| R499869 | KANNAN, GITANJALI | 704 CORTONA CV, GEORGETOWN, TX 78628 |
| R527583 | FAHIE, JASMINE ALMARIA | 200 SANTA MARIA ST, GEORGETOWN, TX 78628 |
| R543833 | DAVIS, MATTHEW SHANE & ELIZABETH | 116 LAZIO LN, GEORGETOWN, TX 78628 |
| R544172 | STEINMANN, DOMINIC LEE & ASHLEY LAUREN | 329 RANCHO SIENNA LOOP, GEORGETOWN, TX 78628 |
| R499832 | SEARS, CHRISTOPHER M & SHIRLEY MICHELLE | 105 AMIATA CV, GEORGETOWN, TX 78628 |
| R543801 | RATLIFF, STEPHEN REED & HANNAH TAYLOR | 140 SERRANO ST, GEORGETOWN, TX 78628 |
| R527565 | ARNOLD, REBECCA S & JAMES C | 221 SANTA MARIA ST, GEORGETOWN, TX 78628 |
| R531730 | CARL, TIMOTHY ALAN & CARMEN | 229 CORTONA LN, GEORGETOWN, TX 78628 |
| R531858 | KAMUNI, SATISH RAJU & SWAPNA | 109 PENNA LN, GEORGETOWN, TX 78628 |
| R527577 | SIMOES, AMERICO, JR | 173 SANTA MARIA ST, GEORGETOWN, TX 78628 |
| R590836 | CONKEY, PAULA MARIE | 65 RANCHO TRL, GEORGETOWN, TX 78628 |
| R590846 | GRIFFITH, MATTHEW JOHN | 105 BANDELLA CV, GEORGETOWN, TX 78628 |
| R531868 | HONG, JUNG HWAN | 313 PENNA LN, GEORGETOWN, TX 78628 |
| R531923 | PATIL, RAVIRAJ VISHWASRAO & SHITAL RAVIRAJ | 116 CIPRESSI CV, GEORGETOWN, TX 78628 |
| R531710 | HARDIE, NANCY L & TRACI L KNIPP (JT RS) | 518 SAN MICHELLE LN, GEORGETOWN, TX 78628 |
| R531915 | SALAZAR, EUGENE & STEPHANIE | 113 CIPRESSI CV, GEORGETOWN, TX 78628 |
| R527543 | HUVAL, PHILLIP | 128 FOSINI CV, GEORGETOWN, TX 78628 |
| R499904 | GARRETT, MICHAEL PAUL & CHRISTINE MARIE GONZALES | 209 SAN MATTEO ST, GEORGETOWN, TX 78628 |
| R499884 | MORRISON, STEVEN | 136 SAN MINIATO ST, GEORGETOWN, TX 78628 |
| R543826 | SHAH, POOSHAN PRANAV & PRANAV RASIK | 228 SERRANO ST, GEORGETOWN, TX 78628 |
| R590837 | VALDEZ, TRISHA LYNN & ALFRED VALDEZ | 61 RANCHO TRL, GEORGETOWN, TX 78628 |
| R531926 | MARTIN, DAVID LLOYD & KRISTEN RE | 104 CIPRESSI CV, GEORGETOWN, TX 78628 |

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| R533836 | HOOTMAN, MATTHEW R & CHARITY A | 409 MONTALCINO LN, GEORGETOWN, TX 78628 |
| R532001 | ST ONGE MICHAEL LLOYD & MARILYN KAYE (TOD) | 504 SAN MARCO TRL, GEORGETOWN, TX 78628 |
| R527514 | MARSHALL, JENNIFER DYAN & BRADLEY JAMES MARSHALL | 328 SANTA MARIA ST, GEORGETOWN, TX 78628 |
| R590839 | SPIVEY, KELLI MARIE & WADE WESTON | 53 RANCHO TRL, GEORGETOWN, TX 78628 |
| R527563 | RUSSO, ANTHONY THOMAS & MARISSA JOSEPHINE | 229 SANTA MARIA ST, GEORGETOWN, TX 78628 |
| R531861 | GARCIA, JOSE A & ALEJANDRA M PANAMENO | 209 PENNA LN, GEORGETOWN, TX 78628 |
| R499912 | BROCKWAY, JOANNE MARIE | 208 SAN MATTEO ST, GEORGETOWN, TX 78628 |
| R531954 | MONCADA, MERCURIO A & ADRIANA O ARAUJO | 805 SAN MARCO TRL, GEORGETOWN, TX 78628 |
| R499837 | SCHIRPIK, RICHARD L & KIMBERLY | 100 AMIATA CV, GEORGETOWN, TX 78628 |
| R531762 | DAVIS, JEFFREY G | 224 CORTONA LN, GEORGETOWN, TX 78628 |
| R527540 | GUSTAVSEN, AUTUMN CAMILLE | 140 FOSINI CV, GEORGETOWN, TX 78628 |
| R499913 | HUCKABA, SETH & VICTORIA | 212 SAN MATTEO ST, GEORGETOWN, TX 78628 |
| R531921 | RODRIGUEZ, RUBEN PAUL & ERIN A | 124 CIPRESSI CV, GEORGETOWN, TX 78628 |
| R590841 | AYERBE, RUTH & MARIO ALFREDO | COUNTY ROAD 268, GEORGETOWN, TX 78628 |
| R499879 | OROURKE, JOHN & CARLY | 116 SAN MINIATO ST, GEORGETOWN, TX 78628 |
| R532002 | LIPARI, DOMINIC JOHN & HEATHER ELAINE | 508 SAN MARCO TRL, GEORGETOWN, TX 78628 |
| R527576 | SCHWARTZ, BRYAN DAVID & LAURA LYNNE GLENN | 177 SANTA MARIA ST, GEORGETOWN, TX 78628 |
| R573356 | TAYLOR, MARY | 700 AFFAZIA LN, GEORGETOWN, TX 78628 |
| R527574 | GANESAN, RAGHURAMAN & KALPANA BALASUBRAMANIAN TRUS OF RAGHURAMAN FAM REV TRUST | 185 SANTA MARIA ST, GEORGETOWN, TX 78628 |
| R543798 | MCFADIN, SARAH | 128 SERRANO ST, GEORGETOWN, TX 78628 |
| R499783 | FOULK, DONALD CARL, JR | 109 TUSCANY DR, GEORGETOWN, TX 78628 |
| R575105 | RAHMAN, MOHAMMAD MAHFUZUR & AYSHA BEGUM | 216 TUSCANY DR, GEORGETOWN, TX 78628 |
| R531912 | MEADOWS, JOSHUA LEE & NICOLE | 101 CIPRESSI CV, GEORGETOWN, TX 78628 |
| R527549 | LOHMAN, JOHN W & SUSAN J | 104 FOSINI CV, GEORGETOWN, TX 78628 |
| R531997 | WHITAKER, ERIN | 116 RUFFINO LN, GEORGETOWN, TX 78628 |
| R543816 | JANGITI, SHRUTHI | 400 CORTONA LN, GEORGETOWN, TX 78628 |
| R531958 | MIXSON, TONYA R & JAMES E | 804 SAN MARCO TRL, GEORGETOWN, TX 78628 |
| R499794 | KAROLIK, KENT & STACEY | 420 GROSSETO LN, GEORGETOWN, TX 78628 |
| R533805 | HERMAN, BLAKE & SHANA M | 408 MONTALCINO LN, GEORGETOWN, TX 78628 |
| R531865 | DAVIS, NINA FRANCES | 301 PENNA LN, GEORGETOWN, TX 78628 |
| R531998 | FERGUSON, MICHAEL B & JULIETTE R | 120 RUFFINO LN, GEORGETOWN, TX 78628 |
| R531760 | GREENE, RICHARD A & VICKI S | 216 CORTONA LN, GEORGETOWN, TX 78628 |
| R590834 | HUFFAKER, WARREN STONE IV & JESSICA N | 73 RANCHO TRL, GEORGETOWN, TX 78628 |

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| R594145 | WORRELL, PAMELA DIANNA | 237 PISA LN, GEORGETOWN, TX 78628 |
| R531931 | BURLEY, JAMIE MCDANIELS & MARK RICHARD | 215 VOLTERRA CV, GEORGETOWN, TX 78628 |
| R531970 | THOMAS, ALBERT J & MARY R MILLER | 324 MAGONA TRL, GEORGETOWN, TX 78628 |
| R594134 | WOOD, KENNETH C & ANA MONICA | 341 PISA LN, GEORGETOWN, TX 78628 |
| R499799 | WELLS, JONATHAN & VALIN | 400 GROSSETO LN, GEORGETOWN, TX 78628 |
| R531969 | HOWARD, RALPH E & STACEY L NELSON | 323 MAGONA TRL, GEORGETOWN, TX 78628 |
| R527515 | PECORA, DAVID L & EDWIN T HENSLEY | 324 SANTA MARIA ST, GEORGETOWN, TX 78628 |
| R531898 | CHIDAMBARAM, KRISHNA | 105 AUBURN CV, GEORGETOWN, TX 78628 |
| R531989 | PROPERTY OWNER | 113 MAGONA TRL, GEORGETOWN, TX 78628 |
| R531752 | CONTRERAS, SONNY CRAIG | 513 SAN MICHELLE LN, GEORGETOWN, TX 78628 |
| R499872 | STEVENS, GLEN A & CHARLENE R | 716 CORTONA CV, GEORGETOWN, TX 78628 |
| R531891 | TAPPRICH, ELLIOT & STEPHANIE | 120 MARTINO TRL, GEORGETOWN, TX 78628 |
| R531972 | KIESCHNICK, JAMES E AND BARBARA J TRUSTEES OF JE AND BJK TRUST | 316 MAGONA TRL, GEORGETOWN, TX 78628 |
| R594106 | JOSEPH, BINO & ANNIE ANDREWS | 340 PISA LN, GEORGETOWN, TX 78628 |
| R499919 | PUSKA, BRIAN KENNETH & SANDRA | 159 SAN MINIATO ST, GEORGETOWN, TX 78628 |
| R531873 | AMARKHAIL, ROMAL & NOORIA | 804 BONNET BLVD, GEORGETOWN, TX 78628 |
| R543799 | LALE, AMEYA & DHANASHREE | 132 SERRANO ST, GEORGETOWN, TX 78628 |
| R543797 | KUHN, JASON & JULIANTI | 124 SERRANO ST, GEORGETOWN, TX 78628 |
| R527516 | BAUMGART, TRACY LEIGH | 320 SANTA MARIA ST, GEORGETOWN, TX 78628 |
| R594103 | KUMARASWAMY, NAVEEN | 328 PISA LN, GEORGETOWN, TX 78628 |
| R527585 | JULIA GAIL LEWIS TRUSTEE OF THE JULIA LEWIS LIVING TRUST | 192 SANTA MARIA ST, GEORGETOWN, TX 78628 |
| R544178 | YEAGER, KEVIN & CARLIE | 305 RANCHO SIENNA LOOP, GEORGETOWN, TX 78628 |
| R527590 | ALVAREZ, RAUL & SUZANNE CHRISTINE | 172 SANTA MARIA ST, GEORGETOWN, TX 78628 |
| R575099 | AMBROSO, ASHLEY & MATTHEW | 201 TUSCANY DR, GEORGETOWN, TX 78628 |
| R590848 | JONES, CHAD ALAN & TAMMY KAY | 49 RANCHO TRL, GEORGETOWN, TX 78628 |
| R573330 | HERNANDEZ, LADIA M | 400 MONTAUK LOOP, GEORGETOWN, TX 78628 |
| R573342 | REAMS, ADEN & JOHNETTA GARRETT | 220 MONTAUK LOOP, GEORGETOWN, TX 78628 |
| R499846 | SHUMATE, TORRE FRED | 216 ARREZO LN, GEORGETOWN, TX 78628 |
| R499851 | WESTPHAL, JESSE LEE & JENNIFER | 312 ARREZO LN, GEORGETOWN, TX 78628 |
| R531902 | MARMOLE, MARK | 121 AUBURN CV, GEORGETOWN, TX 78628 |
| R543822 | DODSON, DAVID BRIAN & LORI | 212 SERRANO ST, GEORGETOWN, TX 78628 |
| R590827 | NAGA VEERA VENKATA SATYADEV BOORLA | 40 RANCHO TRL, GEORGETOWN, TX 78628 |
| R499797 | ATCHLEY, MICHAEL DAVE & ELLEN IRIS | 408 GROSSETO LN, GEORGETOWN, TX 78628 |
| R531713 | SHAW, GARY ROSS & JANE W | 530 SAN MICHELLE LN, GEORGETOWN, TX 78628 |

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| R499929 | HONEA, CHAD T & AMY A | 105 SAN MINIATO ST, GEORGETOWN, TX 78628 |
| R499901 | HICKS, JOE | 221 SAN MATTEO ST, GEORGETOWN, TX 78628 |
| R499827 | VAUGHN, BRAD | 201 ARREZO LN, GEORGETOWN, TX 78628 |
| R499790 | VEALE, CHARLES W | 413 GROSSETO LN, GEORGETOWN, TX 78628 |
| R527581 | TAMHANE, SANJIT P & SHWETA A PARALIKAR | 248 SANTA MARIA ST, GEORGETOWN, TX 78628 |
| R499889 | HEAPS, RANDI & JOSHUA K | 156 SAN MINIATO ST, GEORGETOWN, TX 78628 |
| R531910 | AGRAWAL SAURABH & PRAGYA SINGHANIA | 104 AUBURN CV, GEORGETOWN, TX 78628 |
| R531896 | MANTAY, KELLY M & KARL HALVERSON | 100 MARTINO TRL, GEORGETOWN, TX 78628 |
| R531988 | THOMAS, STEVEN WILLIAM (TOD) & JAN GRANT (TOD) | 109 MAGONA TRL, GEORGETOWN, TX 78628 |
| R550612 | DEVORE, GEORGE A & GAIL L | 500 CORTONA LN, GEORGETOWN, TX 78628 |
| R533793 | LEE, KENNY | 128 FATORRIA CV, GEORGETOWN, TX 78628 |
| R499867 | BREWER, FRANK H & STEPHANIE V | 604 CORTONA CV, GEORGETOWN, TX 78628 |
| R499886 | DOERR, STEFAN & BENETE | 144 SAN MINIATO ST, GEORGETOWN, TX 78628 |
| R499772 | GRAHAM, DANIEL & SOCORRO | 136 FLORENZ LN, GEORGETOWN, TX 78628 |
| R499838 | ROY, OLIVIER & JENNIFER ANGELL-ROY | 112 ADORNO LN, GEORGETOWN, TX 78628 |
| R590835 | KLOESEL, JASON FRANK & LESHA RENEE | COUNTY ROAD 268, GEORGETOWN, TX 78628 |
| R531909 | WHITSETT, BENJAMIN P & MELISSA K | 108 AUBURN CV, GEORGETOWN, TX 78628 |
| R499908 | NELLUTLA, SWETHA & YAGNESHWARA RAMAKRISHNA RAO VADAPALLI | 108 SAN MATTEO ST, GEORGETOWN, TX 78628 |
| R543821 | KENNEDY, WILLIAM M III & SARAH M | 208 SERRANO ST, GEORGETOWN, TX 78628 |
| R499778 | GROVE, JON H & BARBARA JO | 105 ADORNO LN, GEORGETOWN, TX 78628 |
| R533838 | SONNTAG, ALAN W & PEGGY J | 417 MONTALCINO LN, GEORGETOWN, TX 78628 |
| R531853 | MOORE, GLENDA LOU | 700 BONNET BLVD, GEORGETOWN, TX 78628 |
| R527535 | PROPERTY OWNER | 137 FOSINI CV, GEORGETOWN, TX 78628 |
| R594101 | MALER, LAURA & JOHN | 320 PISA LN, GEORGETOWN, TX 78628 |
| R531739 | DRAKE, VICCI LORRAINE | 313 CORTONA LN, GEORGETOWN, TX 78628 |
| R531922 | GRAY, ADAM | 120 CIPRESSI CV, GEORGETOWN, TX 78628 |
| R499780 | MCFADDEN, PATRICK M JR & ASHLEY N | 113 ADORNO LN, GEORGETOWN, TX 78628 |
| R533791 | LIYARI, HOOMAN & BOBBI-JEAN | 136 FATORRIA CV, GEORGETOWN, TX 78628 |
| R499890 | HAMMACK, CLAY B & IDA M | 160 SAN MINIATO ST, GEORGETOWN, TX 78628 |
| R531719 | YADAV, PANKAJ & MITALLI BHARATI | 312 CORTONA LN, GEORGETOWN, TX 78628 |
| R590817 | GAITAN, SHARON DENIASE & JOHN ANTHONY | 80 RANCHO TRL, GEORGETOWN, TX 78628 |
| R531716 | LUGO, LEVI & STACY M | 300 CORTONA LN, GEORGETOWN, TX 78628 |
| R533807 | PATT, ADAM CHARLES | 416 MONTALCINO LN, GEORGETOWN, TX 78628 |
| R499876 | GOLD, BARRY & GAIL | 104 SAN MINIATO ST, GEORGETOWN, TX 78628 |

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|---|---|---|
| R531872 | EGGLESTON, ARTHUR LEE & KENNITH MOHR | 800 BONNET BLVD, GEORGETOWN, TX 78628 |
| R499893 | PARDO, ABEL & CHRISTI A STRINGER-PARDO | 309 SAN MATTEO ST, GEORGETOWN, TX 78628 |
| R499928 | SOKOLOWSKI, CHRISTOPHER & HALEY | 109 SAN MINIATO ST, GEORGETOWN, TX 78628 |
| R499830 | KIM, JUNGMIN & CINDY | 213 ARREZO LN, GEORGETOWN, TX 78628 |
| R499888 | BATTEN, LESLIE FAYE | 152 SAN MINIATO ST, GEORGETOWN, TX 78628 |

**Exhibit B**

**The HOA is passing this information on to Residents that may be interested in the project. Please note this parcel is not part of the Rancho Sienna Development /Community.**

A zoning application was submitted on May 24, 2022, for the 51.426-acre property located at the southeast corner of Ronald Reagan and Kauffman Loop. The applicant has provided the following information to allow Rancho Sienna residents time to review and ask questions before this project is scheduled for Planning and Zoning Commission. The applicant will be sharing details related to this zoning request at the Town Hall meeting on June 29, 2022, and will be available to answer any questions.

- The request is to annex and zone the property to Planned Unit Development (PUD) to allow for a Class A mixed-use project as shown in the conceptual plan.
- The conceptual plan shows a hike and bike trail which will provide public pedestrian access from the south of the property and will connect to the HEB shopping center.
- Enhanced architectural elements and landscaping design will be provided.
- All access to the property will be taken off Kauffman Loop and Ronald Reagan. No access will be taken onto County Road 268.
- The City is still reviewing the application and no public hearings are scheduled at this time.
- For additional questions please contact Jewels Cain with Armbrust & Brown at 512-435-2318.

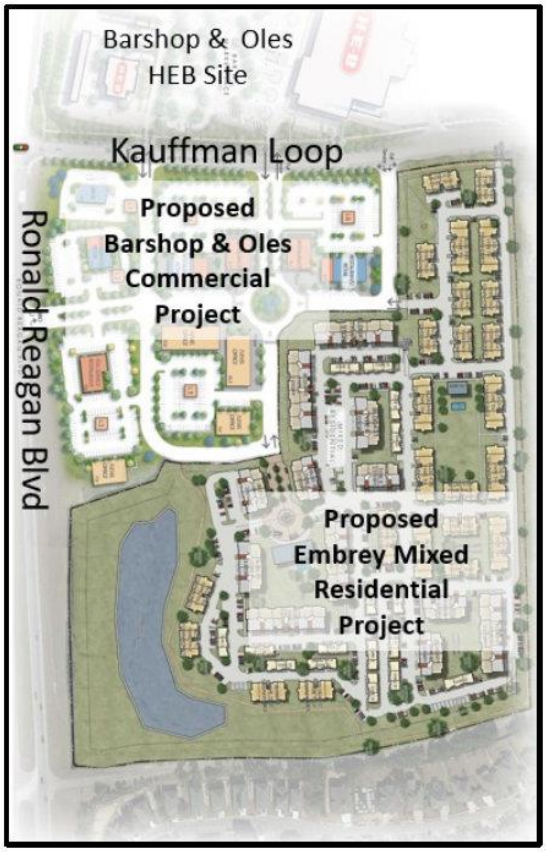
**Exhibit C**

**BAR W RANCH EAST COMMERCIAL PUD ZONING CASE (22-Z-021)**

# BAR W RANCH EAST COMMERCIAL ZONING MEETING

## PRESENTATION FOR RANCHO SIENNA

A zoning application was submitted on May 24, 2022 for the 51.426 acre property located at the southeast corner of Ronald Reagan and Kauffman Loop as shown in the map above. The development team would like to host a meeting at the Holiday Inn Express to share what's being proposed and allow Rancho Sienna residents to ask questions before this zoning request is scheduled for a public hearing at the Leander Planning and Zoning Commission.



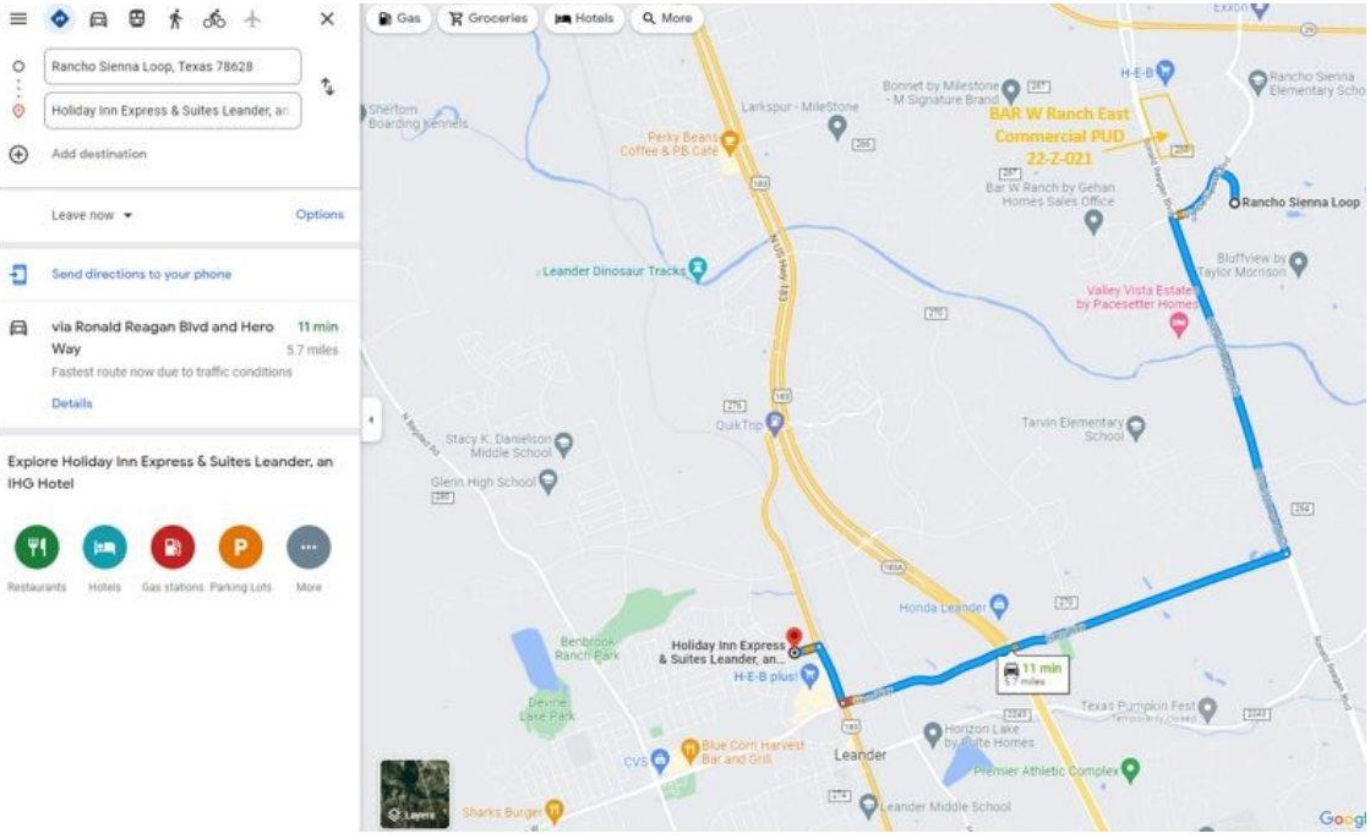

## AUGUST 2, 2022

6:00pm – 8:00pm
Holiday Inn Express
247 W Metro Drive
Leander, Texas 78641

*DUE TO LIMITED SPACE PLEASE RSVP TO JEWELS CAIN AT JCAIN@ABAUSTIN.COM OR 512-435-2318. IF RSVPS EXCEED THE AMOUNT OF SPACE AVAILABLE A SECOND MEETING MAY BE SCHEDULED.

*FOR QUESTIONS REGARDING THE PROPOSED MIXED RESIDENTIAL PROJECT PLEASE CONTACT NATHAN HENRY AT 210.804.5291

# Google Map Directions to the Holiday Inn Express



Proposed Conceptual Plan
BAR W MARKETPLACE
KAUFFMAN LOOP
RONALD REAGAN BLVD
MIXED RESIDENTIAL
AMEN
LANDSCAPE COURTYARD

3

**Exhibit D**

# BAR W RANCH EAST COMMERCIAL

## PUD Zoning Case 22-Z-021

The request is to annex and zone the property to Planned Unit Development (PUD) to allow for a Class A mixed-use project as shown in the concept plan above. The following is being proposed as part of this project:

- Hike and Bike Trail to provide public pedestrian access from County Road 268, through the project and connect to the HEB project north of Kauffman Loop.
- Enhanced architectural elements and landscaping design.
- No vehicular access will be taken onto County Road 268. All access to the proposed project will be taken off Kauffman Loop and Ronald Reagan.
- The City is still reviewing the application and no public hearings are scheduled at this time.
- For additional questions please contact Jewels Cain with Armbrust & Brown at 512-435-2318.

**Exhibit E**

## RANCHO SIENNA MEETING – AUGUST 2, 2022

| NAME | ADDRESS | EMAIL |
|---|---|---|
| Alan + Pessy Sonntag | 417 MONTALCINO LN | [redacted] |
| Melissa Carvalho | 57 Rancho Trl | |
| Laurie Hemphill | 104 Florenz Ln | |
| GREG NEEDHAM | 105 PENNA LN | |
| Kelly Archer | 440 Saturnia | |
| Bryan Archer | 440 Saturnia Dr. | |
| Jean & Rick Teel | 105 Tuscany Dr. | |
| Maria Hernandez | 605 San Marco trl | |
| Charles Gameson | 132 Florenz Lane | |
| Carmen Goldman | | |
| Blake Hermen | 408 Montalcino Lane | |
| David Pecora | 324 Santa Maria St. | |

| | | |
|---|---|---|
| Socorro Graham | 136 Florence Ln | [redacted] |
| Sarah Householder | 412 Montalcino Ln | |

# 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 BAR W EAST COMMERCIAL PUD (PLANNED UNIT DEVELOPMENT) WITH THE BASE ZONING DISTRICTS OF GC-2-A (GENERAL COMMERCIAL) SFT-2-A (SINGLE-FAMILY TOWNHOUSE) AND MF-2-A (MULTI-FAMILY); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the owner of the property described herein after (the "Property") has requested that the Property be rezoned;

**WHEREAS**, after giving at least ten (10) days written notice to the owners of land within two hundred (200') feet of the Property, the Planning & Zoning Commission held a public hearing on the proposed rezoning and forwarded its recommendation on the rezoning to the City Council;

**WHEREAS**, after publishing notice of the public hearing at least fifteen (15) days prior to the date of such hearing, the City Council at a public hearing has reviewed the request and the circumstances of the Property and finds that a substantial change in circumstances of the Property, sufficient to warrant a change in the zoning of the Property, has transpired;

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

**SECTION 1. Findings.** The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

**SECTION 2. Amendment of Zoning Ordinance.** Ordinance No. 05-018-00, as amended, the City of Leander Composite Zoning Ordinance (the "Zoning Ordinance" or "Code"), is hereby modified and amended by rezoning the Property as set forth in Section 3.

**SECTION 3. Applicability.** This ordinance applies to the following parcel of land, which is herein referred to as the "Property". That certain parcel of land being 51.426 acres, ±; being more particularly described in Exhibit "B"; and identified by tax identification number R021711; more particularly described in Instrument Number 2006009473 recorded in the Official Public Records of Williamson County, Texas.

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

Property set forth in this Ordinance, this Ordinance shall control.

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

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

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

**PASSED AND APPROVED** on First Reading this the 2nd day of March, 2023.
**FINALLY PASSED AND APPROVED** on this the 16th day of March, 2023.

**ATTEST:** **THE CITY OF LEANDER, TEXAS:**

_____ _____

Dara Crabtree, City Secretary Christine DeLisle, Mayor

**MASONRY DEVELOPMENT AGREEMENT**
**ESTABLISHING DEVELOPMENT STANDARDS**
**FOR THE BAR W RANCH EAST COMMERCIAL DEVELOPMENT**

This Development Agreement Establishing Development Standards for the **Bar W Ranch East Commercial Development** (the "Agreement") is made and entered into, effective as of the ____ day of _____, 20____, by and between the **City of Leander, Texas**, a Texas home rule municipal corporation (the "City"), and **Howard Barkley Wedemeyer** (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 51.426 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 mixed use including residential and commercial (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. For the Mixed Residential Area of the project, as defined in the Bar W Ranch East PUD, at least eighty-five percent (85%) masonry for the first story walls and fifty percent (50%) masonry for each additional story, shall consist of stone, brick, painted or tinted stucco, or similar material approved by the Director of Planning. For the Commercial Area of the project, as defined in the Bar W Ranch East PUD, one hundred percent (100%) masonry of the combined exterior surface area of all walls, including all stories of buildings/structures, shall consist of textured formed-in-place concrete, stone, manufactured stone, brick, stucco/plaster, composite siding/treated metal as a secondary material, 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:
Howard Barkley Wedemeyer
Property Owner
5773 Woodway #207
Houston, Texas 77057
Harris 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 Sederquist
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: Howard Barkley Wedemeyer
Title: Owner

**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**

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

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

January 12, 2023 at 7:00 PM

| | |
|---|---|
| **Place 1 – Donnie Mahan, *Vice Chair*** | **Place 5 – James Oliver** |
| **Place 2 – John Cosgrove, *Chair*** | **Place 6 – Laura Lantrip** |
| **Place 3 – Ron May** | **Place 7 – Rick Carpenter** |
| **Place 4 – Deirdre Moss** | |

**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. Election of Chairman.
A. Nomination for position of Chairman.
B. Discussion of Nominees.
C. Election of Chairman.

Motion made by Chair Cosgrove to nominate Vice Chair Mahan for Chairman, seconded by Commissioner Oliver.
**4 - 3 Passed**

Motion made by Commissioner Carpenter to nominate Commissioner Lantrip, seconded by Commissioner Moss.
**3 - 4 Failed**

4. Director's report to the Planning & Zoning Commission on actions taken by the City Council at the January 5, 2023 meeting.

5. Review of meeting protocol.

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

**CONSENT AGENDA: ACTION**

7. Approval of Subdivision Case PP-22-0008 regarding Messina Office and Retail Preliminary Plat on one parcel of land approximately 15.4 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R462742; generally approximately 1,700 feet to the north of the intersection of San Gabriel Pkwy and 183A Toll Road on the east side of 183A Toll Road, Leander, Williamson County, Texas.

8. Approval of Subdivision Case FP-21-0013 regarding Travisso, Phase 4, Section 6A Final Plat on a portion of one parcel of land approximately 47.137 acres ± in size, more particularly described by Travis Central Appraisal District Parcel 353024; generally located to the west of the intersection of Travisso Pkwy and Alasio Drive, Leander, Travis County, Texas.

9. Approval of Minutes.

Motion made by Commissioner Carpenter to approve the consent agenda items 7 through 9, seconded by Commissioner May.

**7 - 0 Passed**

## PUBLIC HEARING: ACTION

10. Conduct a Public Hearing and consider action regarding Comprehensive Plan Case CPA-22-0005 to amend the Transportation Master Plan to remove the proposed collector roadway located to the south of the terminus of Republic Trails and to the west of Ronald W Reagan Blvd, Leander, Williamson County, Texas. Discuss and consider action regarding Comprehensive Plan Case CPA-22-0005 as described above.

Motion made by Commissioner John Cosgrove, seconded by Commissioner Ron May to approve the Comprehensive Plan Amendment.

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

**7 - 0 Passed**

11. Conduct a Public Hearing and consider action regarding Zoning Case Z-22-0018 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to adopt the Winding Oak PUD (Planned Unit Development) with the base zoning districts of SFT-2-A (Single-Family Townhouse) and GC-2-A (General Commercial) and Subdivision Case CP-22-0010 to adopt the Winding Oak Concept Plan on two parcel of land approximately 12 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R430300 and R538852; and commonly known as 100 Winding Oak Drive, Williamson County, Texas
   - Discuss and consider action regarding Zoning Case Z-22-0018 as described above.
   - Discuss and consider action regarding Subdivision Case CP-22-0010 as described above.

Melissa Farnsley, Shane Painter, David Slack, Steve Oberg spoke against.
Sanket Sirsikar did not wish to speak but was against.
No one was for this item.

Motion made by Chair Donnie Mahan, seconded by Commissioner Ron May to deny the zoning request.

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

**7 - 0 Passed**

12. Conduct a Public Hearing and consider action regarding Zoning Case Z-22-0021 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to adopt the Bar W Ranch East Commercial PUD (Planned Unit Development) with the base zoning districts of SFT-2-A (Single-Family Townhouse), MF-2-A (Multi-Family), and GC-2-A (General Commercial) on one parcel of land approximately 51.426 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R021711; and generally located to the southeast of the intersection of Kauffman Loop and Ronald W Reagan Blvd., Leander, Williamson County, Texas.
    - Discuss and consider action regarding Zoning Case Z-22-0021 as described above.

Melissa Farnley spoke against.

Motion made by Commissioner John Cosgrove, seconded by Commissioner James Oliver to approve the Zoning case with the following conditions:

1. Update the driveway request to only request driveways that line up with the two HEB driveways.
2. Reduce the residential height maximum to 55 feet.

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

**7 - 0 Passed**

## REGULAR AGENDA

13. Discuss and consider action on Tree Removal Case 22-TRP-0007 regarding removal of a Significant and Heritage Trees associated with the Hero Way Substation Site Development Project located at 13151 Hero Way West, Leander, Williamson County, Texas.

Motion made by Commissioner Laura Lantrip, seconded by Commissioner James Oliver to approve the Tree Removal Permit.

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

**7 - 0 Passed**

14. Discuss and consider action on Tree Removal Case TRP-22-0009 regarding removal of two Significant Trees associated with the 3219 Lakeline Boulevard Site Development Project located at 3219 North Lakeline Blvd., Leander, Williamson County, Texas.

Motion made by Commissioner John Cosgrove, seconded by Commissioner Deirdre Moss to approve the Tree Removal Permit.

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

**7 - 0 Passed**

15. Discuss and consider action regarding a change to the start time for the Planning & Zoning Commission meeting; Williamson & Travis Counties, Texas.

Motion made by Commissioner John Cosgrove, seconded by Commissioner Laura Lantrip to approve the time change for the Planning & Zoning Meetings from 7:00 p.m. to 6:00 p.m.

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

**7 - 0 Passed**

16. Adjournment at 9:18 p.m.

APPROVED:

CHAIRMAN MAHAN

ATTEST:

ELLEN COUFAL
SR. PLANNING & ZONING COMMISSION SECRETARY

**AGENDA ITEM # 14**

**EXECUTIVE SUMMARY**
**03/16/2023**

**AGENDA SUBJECT:**

Ratify approval of a professional services agreement with Willdan Financial Services for utility rate consulting services executed by the City Manager on February 22, 2022; and authorize a not-to-exceed amount of $100,000.00.

**BACKGROUND:**

On January 7, 2022, certain outside ratepayers filed an appeal of the City of Leander's outside city customer rates to the Texas Public Utility Commission (PUC). In February 2022, the City Manager signed a professional services agreement with our rate consultant, Willdan Financial Services, to assist with the City's response to the appeal which has been ongoing since last year. (It should be noted that the City Attorney is being supported by the law firm of Davidson, Troilo, Ream, and Garza. To date, these supplementary outside legal expenses have been $109,065.00)

The PUC referred the appeal to the State Office of Administrative Hearings (SOAH). The City filed its testimony to SOAH on January 27, 2023. The outside ratepayers have until April 3, 2023 to submit their testimony. Both sides will then have an opportunity for discovery and deposition requests during the summer. It is anticipated that a hearing on the merits of the appeal before the SOAH judge will occur in September.

Through the end of February, the City had expended $47,933.00 in professional service fees to Willdan for consulting services, including document preparation and submittals, as well as filing testimony, since last year. The City Manager's contract authority is limited to $50,000.00; therefore, City staff is requesting City Council approval to continue the professional services agreement with a not-to-exceed limit of $100,000.00. In the event that this higher limit is reached before the case is finally adjudicated, staff will bring back an amended request to City Council.

The FY 2023 Utility Budget included $150,000.00 for the rate case appeal.

**RECOMMENDATION:**

Recommend Approval.

**PRESENTER:**

Robert G. Powers, Executive Finance Director

**Fiscal Impact**

| | |
|---|---|
| **Amount requested:** | $100,000.00 |
| **Approved in current budget (Yes / No):** | Yes |
| **Expenditure (New / Amended):** | Estimated |
| **Recurring or one-time:** | Recurring |
| **Fund source (Operating / Utility / etc.):** | Utility Fund |

**Attachments**

1. Willdan Professional Services Agreement

WILLDAN

February 18, 2022

Mr. Robert Powers
Finance Director
City of Leander
105 N. Brushy St.
Leander TX 78461

***Re: Letter Agreement to Provide Support for Water Rate Appeal***

Dear Mr. Powers:

**Willdan Financial Services ("Willdan")** is pleased to present the following scope of services and budget to assist the City of Leander in the pending appeal of its outside city limit water rates before the Public Utility Commission. We are an economic and financial consulting firm, with offices in Plano, Texas and throughout the United States. Our principal clients are national, state and local governments. Our firm contains professionals with decades of experience in water and wastewater utility operations and economic/financial management.

## Scope of Services

We want to ensure that our scope of services is responsive to your needs. We will work with you to tailor our proposed scope based on input prior to approval of this letter agreement, and as needed during the course of the project.

It is our understanding that a group of ratepayers who reside within a Municipal Utility District is appealing the City's recently adopted water rates for outside city customers to the Public Utility Commission (PUC). As the process of this appeal moves forward, there will be many tasks that will have to be completed. The actual tasks required will depend on the timing and circumstances of the appeal process.

Willdan proposes to be utilized on an as-needed basis to complete tasks as directed and authorized by you and the City. These tasks would include, but not be limited to, the following:

- Participation in team conference calls
- Preparation for and participation in team strategy sessions on site at the City or other designated location
- Development of Requests for Information to the Appellants, their designated experts, and PUC staff
- Gathering of data in response to Appellants and PUC staff RFIs.
- Preparation of prefiled testimony and supporting workpapers
- Preparation of cross-examination and review of appellants and PUC staff case
- Live testimony before the Public Utility Commission on the reasonableness of the rates
- Other tasks as designated by you and/or City Management

# Budget

Willdan will perform the tasks described in the Scope of Services section on a time and expense basis. All services are to be authorized by you and will be billed at our then-current hourly overhead consulting rates. We will Our current hourly rates are:

| Willdan Financial Services | |
|---|---|
| **Hourly Rate Schedule** | |
| Vice President/Principal Consultant | $210 |
| Senior Project Manager | $185 |
| Project Manager | $165 |
| Senior Project Analyst | $135 |
| Senior Analyst | $125 |
| Analyst | $110 |
| Analyst Assistant | $100 |

Please note that due to the highly-uncertain nature of PUC-related litigation, we cannot provide an estimate of our total effort, fees and expenses for this engagement. However, we pledge to keep our fees and expenses as minimal as possible, and will not undertake any tasks without the approval of the City or its attorneys.

# Authorization

If the terms of this engagement are acceptable, please sign where indicated and email this letter back to myself at djackson@willdan.com and also to our contracts supervisor:

Ms. Joanie Reynolds
Willdan Financial Services
27368 Via Industria, Suite 200
Temecula, California 92590
Ph. (800) 755-6864; fax (951) 587-3510
E-mail: jreynolds@willdan.com

**ATTACHMENT 1 TO LETTER AGREEMENT**

## TERMS AND CONDITIONS

The Letter Agreement between the City of Leander ("Client") and Willdan Financial Services ("WFS") is subject to these Terms and Conditions (collectively, this "Agreement").

1. Additional Services. Additional services shall be performed by WFS only upon Client's request evidenced by a written addendum executed by both parties.

2. Compensation. WFS shall submit monthly statements for services. Payments shall be due and payable within 30 days of invoice and if not timely paid shall bear interest at the rate of 1.5% per month.

3. Termination. Either party may terminate this Agreement at any time upon 30 days' written notice. In the event of early termination, WFS shall be paid for services performed prior to the effective date of termination.

4. Data Provided by Client. WFS shall rely upon data provided by Client without independent verification of accuracy. WFS shall not be responsible for any errors resulting from its use of inaccurate data provided by Client.

5. Indemnification. Each Party shall indemnify the other from claims resulting from their respective negligence or other wrongful conduct or the negligence or other wrongful conduct of their respective officers, agents or employees.

6. Insurance. WFS shall maintain the following insurance:

a. Workers' Compensation and Employer's Liability Insurance as prescribed by applicable law.

b. Commercial General Liability Insurance, with limits not be less than $1,000,000 per occurrence and general aggregate.

c. Commercial Automobile Liability with limits not less than $1,000,000 per occurrence.

d. Professional Liability with limits not be less than $1,000,000 per claim and annual aggregate.

e. All policies except Professional Liability and Workers Compensation shall include Client as an additional insured and be primary with respect to any insurance carried by WFS. All policies shall include a waiver of subrogation in favor of Client.

f. WFS shall provide Client with certificates of insurance evidencing compliance with the above insurance requirements prior to commencing it services.

7. **Miscellaneous.**

a. Titles used in this Agreement are for general reference and are not a part of the Agreement.

b. This Agreement shall be interpreted as though prepared by both parties.

c. Any provision of this Agreement held to violate any law shall be deemed void, and all remaining provisions shall continue in full force and effect.

d. This Agreement shall be interpreted under the laws of the State of Texas.

e. This Agreement comprises a final and complete repository of the understandings between the parties and supersedes all prior or contemporary communications, representations or agreements, whether oral or written, relating to the subject matter of this Agreement.

f. Any notices given pursuant to this agreement shall be effective on the third business day after posting by first class mail, postage prepaid, to the address appearing immediately after the signatures below.

g. WFS shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing or environmental impact reports.

h. WFS's waiver of any term, condition, or covenant, or breach of any term, condition, or covenant, shall not constitute the waiver of any subsequent breach of any other term, condition or covenant.

i. WFS shall not responsible for the performance of services by third parties not retained by WFS.

We appreciate this opportunity to serve the City of Leander. If you have any questions regarding the proposed services, please contact me directly at (972) 378-6588 or via email at djackson@willdan.com.

Sincerely,

**Willdan Financial Services**

Dan V. Jackson, Vice President

February 18 2022
Date

**City of Leander**

Signature

02/22/22
Date

Richard B. Beverlin, III
Print Name

City Manager

**AGENDA ITEM # 15**

**EXECUTIVE SUMMARY**
**03/16/2023**

**AGENDA SUBJECT:**

Approval of a Resolution suspending for forty-five (45) days the effective date proposed by Atmos Energy-Mid-Texas Division in its application filed on or about February 24, 2023, pursuant to section 104.301 of the Gas Utility Regulatory Act, also referred to as the "GRIP" statute.

**BACKGROUND:**

The City of Leander is a member of the coalition of cities known as the Atmos Texas Municipalities (ATM). ATM was organized by a number of municipalities served by Atmos Energy Corporation's Mid-Tex Division (Atmos Energy-MidTex) 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-MidTex.

"GRIP" RATE APPLICATIONS

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 rate cases. This section of GURA is commonly referred to as the "GRIP" statute ("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 a return on capital expenditures made during the interim period between rate cases by applying for 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-MIDTEX' "GRIP" APPLICATION

On or about February 24, 2023, Atmos-MidTex filed for an increase in gas utility rates under the Gas Reliability Infrastructure Program ('GRIP"). Atmos-MidTex' application, when approved by the Railroad Commission, will result in an increase in the monthly customer charges as shown below:

| Rate Schedule | Current Customer Charge Per Month | Proposed 2022 Interim Rate Adjustment Per Month | Adjusted Charge Per Month | Increase Per Bill |
|---|---|---|---|---|
| Rate R - Residential Sales | $34.29 Per Customer | $5.09 Per Customer | $39.38 Per Customer | $5.09 |
| Rate C - Commercial Sales | $94.22 Per Customer | $16.63 Per Customer | $110.85 Per Customer | $16.63 |
| Rate I - Industrial Sales | $1,772.54 Per Meter | $306.86 Per Meter | $2,079.40 Per Meter | $306.86 |
| Rate T - Transportation | $1,772.54 Per Meter | $306.86 Per Meter | $2,079.40 Per Meter | $306.86 |

Note that Atmos-MidTex refers to its application as its "2022" interim adjustment because the increase in rates Atmos-MidTex presents in its application is based on capital expenditures it made from January 1, 2022 through December 31, 2022.

REVIEW AND ACTION RECOMMENDED

Although the City's ability to review and effectuate a change in Atmos-MidTex requested increase is limited, the City should exercise due diligence with regard to rate increases by monopoly utilities who operate within its boundaries, including increases requested under the GRIP statute to ensure compliance with the requirements of that law.

To exercise its due diligence, it is necessary to suspend Atmos-MidTex proposed effective date of April 25, 2023 for forty-five (45) days, so that the City can evaluate whether the data and calculations in Atmos-MidTex' rate application are correctly done, and whether Atmos-MidTex' application otherwise conforms to the requirements of the GRIP statute.

Therefore, the City's Special Counsel, the law firm of Herrera Law & Associates, PLLC (through Alfred R. Herrera), recommends that the City adopt a resolution suspending Atmos-MidTex' proposed effective date for fprty45 days. Assuming a proposed effective date of April 25, 2023, Atmos-MidTex' proposed effective date would be suspended until June 9, 2023.

The City must take action to suspend Atmos-MidTex' proposed effective date by no later than April 25, 2023.

**RECOMMENDATION:**

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 forty-five (45) days. Assuming a proposed effective date of April 25, 2023, Atmos-MidTex' proposed effective date would be suspended until June 9, 2023.

**PRESENTER:**

Robert G. Powers, Executive Finance Director

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**Attachments**

1. Resolution

**RESOLUTION NO._____**

**A RESOLUTION BY THE CITY OF LEANDER, TEXAS, ("CITY") RESPONDING TO THE APPLICATION OF ATMOS ENERGY – MID-TEX 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'S PARTICIPATION IN COORDINATION WITH OTHER CITIES IN A COALITION OF CITIES KNOWN AS THE ATMOS TEXAS MUNICIPALITIES; REQUIRING THE REIMBURSEMENT OF COSTS; 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 24, 2023, Atmos Energy – Mid-Tex Division (Atmos-MidTex) filed for an increase in gas utility rates under the Gas Reliability Infrastructure Program ('GRIP"), resulting in a requested increase in the monthly customer charge as shown in the table below:

| **Rate Schedule** | **Current Customer Charge** | **Proposed 2022 Interim Rate Adjustment** | **Adjusted Charge** | **Increase Per Bill** |
|---|---|---|---|---|
| Rate R – Residential Sales | $34.29 per customer per month | $5.09 per customer per month | $39.38 per customer per month | $5.09 |
| Rate C – Commercial Sales | $94.22 per customer per month | $16.63 per customer per month | $110.85 per customer per month | $16.63 |
| Rate I – Industrial Sales | $1,772.54 per meter per month | $306.86 per meter per month | $2,079.40 per meter per month | $306.86 |
| Rate T – Transportation | $1,772.54 per meter per month | $306.86 per meter per month | $2,079.40 per meter per month | $306.86 |

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-MidTex is complex; 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-MidTex' rate application are correctly done, and whether Atmos-MidTex' application otherwise conforms to the requirements of Texas Utilities Code § 104.301, commonly referred to as the GRIP statute; and

**WHEREAS,** the effective date proposed by Atmos-MidTex is April 25, 2023, but a suspension by the City will mean that the rate increase cannot go into effect prior to June 9, 2023.

**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-MidTex 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, and to determine whether Atmos-MidTex' application otherwise conforms to the requirements of the GRIP statute.

**Section 3.** The City continues to act in coordination with a group of cities known as the Atmos Texas Municipalities in its review of Atmos-MidTex' rates.

**Section 4.** The City authorizes the law firm of Herrera Law & Associates, PLLC, to represent the City in connection with Atmos-MidTex' application to increase rates.

**Section 5.** Atmos-MidTex is ordered to reimburse the City's reasonable rate case expenses incurred in response to Atmos-MidTex' rate increase application within 30 days of receipt of invoices for such expenses to the extent allowed by law.

**Section 6.** 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 7.** This resolution shall be effective immediately upon passage.

**PASSED AND APPROVED** this _____ day of _____ 2023.

CITY OF LEANDER

_____
Christine DeLisle, Mayor

ATTEST:

_____
Dara Crabtree, City Secretary

**AGENDA ITEM # 16**

**EXECUTIVE SUMMARY**
**03/16/2023**

---

**AGENDA SUBJECT:**

Award of Pond Maintenance 2023 solicitation to DigDug Construction, LLC. for the maintenance of City-owned ponds in the amount of $137,851.94; and authorize the City Manager to execute any and all necessary documents.

**BACKGROUND:**

Two (2) bids were received on the City's Pond Maintenance 2023 project and opened on Thursday, February 9, 2023. The attached bid tabulation includes received bids from DigDug Construction, LLC and HotShot Developments, LLC. DigDug Construction, LLC was the low-qualified bidder with a base bid of $137,851.94 and alternate bids of $50,950.00, for a total of $188,801.94. Based on the annual allocated pond maintenance budget, only the base bid, totaling $137,851.94, is recommended to be awarded. DigDug Construction, LLC has a good performance record, and has previously performed similar work in surrounding areas as well as the City of Leander FY2022 Pond Maintenance project.

HotShot Developments, LLC was the low bidder with a base bid of $68,980.00 and alternate bids of $15,700.00, for a total of $84,680.00. However, their bid submittal was incomplete. The minimum three (3) reference contacts of Municipal and/or Government agencies or firms of comparable size that have utilized similar services within the last two (2) years were not provided on the bid submittal. In-lieu of this, the bidder included project reference sheets for management staff listing projects performed by them under various general contractors from the year 2011 to 2016, which were not in compliance with the bid solicitation. Per the bid solicitation, failure to provide required information with the bid response disqualifies the submittal from consideration for award; thus, disqualifying the bid by HotShot Developments, LLC.

The project includes rehabilitation of four (4) detention/sedimentation ponds as a base bid: two (2) along Hero Way West, one (1) in Benbrook Ranch Subdivision, and one (1) in Westview Meadows Subdivision.

**HISTORY/TIMELINE:**

Since 2018 Public Works annually budgets and awards a water quality and detention pond maintenance project to continually rehabilitate the City of Leander's stormwater detention facilities.

**APPLICANT/AGENT:**

DigDug Construction, LLC

**RECOMMENDATION:**

Staff respectfully requests authorization of the City Manager to execute award of the contract for base bid to DigDug Construction, LLC for the City of Leander Pond Maintenance 2023 Project in the amount of $137,851.94.

**PRESENTER:**

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

---

**Fiscal Impact**

| | |
|---|---|
| **Amount requested:** | $137,851.94 |
| **Approved in current budget (Yes / No):** | Yes |
| **Expenditure (New / Amended):** | New |

**Recurring or one-time:** One-time

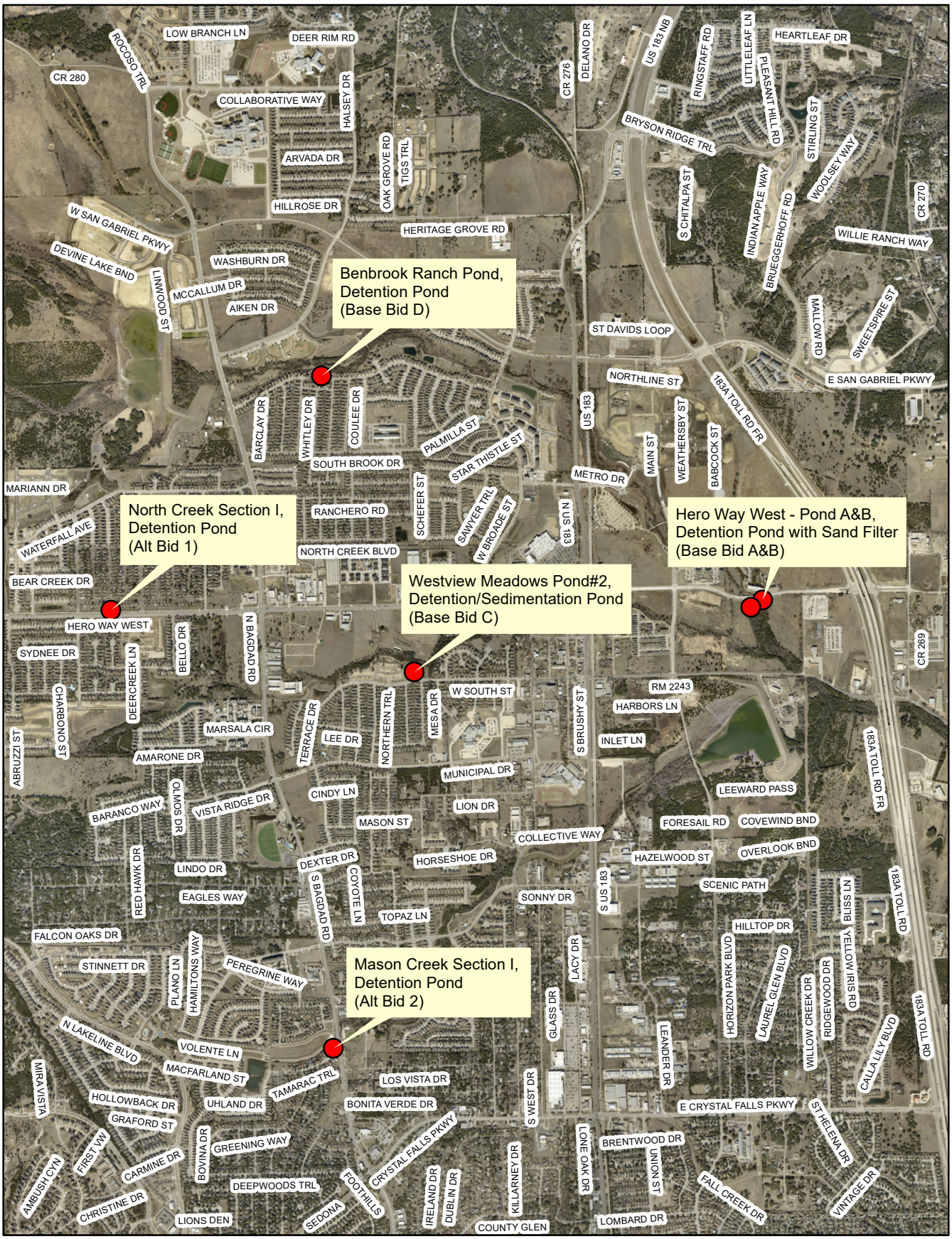
**Fund source (Operating / Utility / etc.):** 01-21-5600

---

**Attachments**

1. Location Map
2. Bid Tab
3. CIQ
4. 1295
5. Contract Agreement

# City of Leander
# Pond Maintenance 2023




2,100 1,050 0 2,100 4,200 Feet

N

2023 Pond Maintenance Locations

# City of Leander Pond Maintenance 2023
## BID TABULATION

Bid Opening Date: Thursday, February 9, 2023

| Item Description | Total Bid Amount | |
|---|---|---|
| | DigDug Construction, LLC | HotShot Developments, LLC* |
| **A. Hero Way Pond A** | $ 50,301.47 | ~~$ 25,425.00~~ |
| **B. Hero Way Pond B** | $ 39,300.47 | ~~$ 16,075.00~~ |
| **C. Westview Meadows Pond#2** | $ 23,200.00 | ~~$ 13,500.00~~ |
| **D. Benbrook Ranch Pond** | $ 25,050.00 | ~~$ 13,980.00~~ |
| | | |
| **Alt 1 North Creek Section Two Detention Pond (Between Sunny Brook Dr and Deercreek Ln)** | $ 27,350.00 | ~~$ 11,000.00~~ |
| **Alt 2 Mason Creek Section I Detention Pond** | $ 23,600.00 | ~~$ 4,700.00~~ |

| | | |
|---|---|---|
| **TOTAL BASE BID** | $ 137,851.94 | ~~$ 68,980.00~~ |
| **TOTAL BID ALTERNATE** | $ 50,950.00 | ~~$ 15,700.00~~ |
| **TOTAL BASE BID AND BID ALTERNATE** | $ 188,801.94 | ~~$ 84,680.00~~ |

**Unit Price Information**

| | | |
|---|---|---|
| 4" Perforated PVC Pipe Replacement | $ 60.00 | ~~$ 20.00~~ |
| 6" Perforated PVC Pipe Replacement | $ 80.00 | ~~$ 20.00~~ |
| 4" Non-Perforated PVC Pipe Replacement including Bins and Fittings | $ 100.00 | ~~$ 15.00~~ |
| 6" Non-Perforated PVC Pipe Replacement including Bins and Fittings | $ 120.00 | ~~$ 15.00~~ |
| 4" PVC Pipe Clean Outs Replacement including Elbows and Caps | $ 100.00 | ~~$ 50.00~~ |
| 6" PVC Pipe Clean Outs Replacement including Elbows and Caps | $ 120.00 | ~~$ 50.00~~ |

*Submittal has been disqualified and not considered for the award.

**Lowest Qualified Bidder** | **DigDug Construction, LLC**

# 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.**

Dig Dug Construction LLC

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

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

N/a

Name of Officer

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

N/a

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

N/a

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

**7**

Signature of vendor doing business with the governmental entity

2/7/2023

Date

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**



Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY**
**CERTIFICATION OF FILING**

**Certificate Number:**
2023-980352

**Date Filed:**
02/07/2023

**Date Acknowledged:**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

DigDug Construction LLC
Austin, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

City of Leander

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

2023-PW-01
City of Leander Pond Maintenance 2023

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| HARRISON, Kristina | Austin, TX United States | X | |
| Harrison, Chris | Austin, TX United States | X | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

**5 Check only if there is NO Interested Party.** ☐

**6 UNSWORN DECLARATION**

My name is Kristina Harrison, and my date of birth is 5/5/80.

My address is PO Box 92583, Austin, TX, 78709, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Hays County, State of TX, on the 7th day of Feb., 20 23.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

# AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

THIS AGREEMENT is by and between City of Leander, Texas ("Owner") and DigDug Construction, LLC ("Contractor").

Owner and Contractor hereby agree as follows:

## ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The Work includes the removal of all sediment, debris, and unwanted vegetation within the detention/sedimentation ponds, drainage swales, and storm outfalls and other maintenance work. Additionally, all sand filter media, gravel, and filter fabric within the sand filter basins are to be removed and restored to the originally designed condition. PVC underdrain pipes and cleanouts within water quality ponds are to be flushed/jetted and cleaned. Pond maintenance work is proposed for four (4) ponds as a base bid.

## ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

City of Leander Pond Maintenance 2023

## ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Roman Poudyal, P.E. (Engineer), which is the Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

## ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

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

4.02 *Days to Achieve Substantial Completion and Final Payment*

A. The Work will be substantially completed within 120 calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and

completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 150 calendar days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner $500 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner $500 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

## ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A below:

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

## ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the last day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including

but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.

a. 95 percent of Work completed (with the balance being retainage).

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

**ARTICLE 7 – NOT USED.**

**ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS**

8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."

E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data

are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

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

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

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

## ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement
2. Performance bond
3. Payment bond
4. Bid bond
5. General Conditions
6. Supplementary Conditions
7. Specifications as listed in the table of contents of the Project Manual.
8. Drawings as listed in the table of contents of the Project Manual.
9. Addenda
10. Exhibits to this Agreement (enumerated as follows):
    a. Contractor's Bid
    b. Documentation submitted by Contractor prior to Notice of Award
11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    a. Notice to Proceed
    b. Work Change Directives.

c. Change Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

## ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

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

10.02 *Assignment of Contract*

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

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

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

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

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

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:

City of Leander

By: _____

Title: _____

Attest: _____

Title: _____

Address for giving notices:

_____

_____

_____

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

CONTRACTOR

DigDug Construction LLC

By: _____

Title: Member

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Title: Operations Mgr

Address for giving notices:

P.O. Box 92583

Austin TX 78709

License No.: _____

(Where applicable)

*NOTE TO USER: Use in those states or other jurisdictions where applicable or required.*

Agent for service of process:

_____

**AGENDA ITEM # 17**

**EXECUTIVE SUMMARY**
**03/16/2023**

**AGENDA SUBJECT:**

Approval of Amendment 2 to Task Order GBA-001 with George Butler Associates, Inc., for additional professional services for detention study, floodplain analysis, additional design of Wastewater Lift Station No. 6, and additional design of Wastewater Lift Station No. 2 (CIP WW.44) project in the amount of $80,373.00 for a total contract amount of $581,536.00; and authorize the City Manager to execute any and all necessary documents.

**BACKGROUND:**

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

However, during the design of LS#2 and LS#6, additional design services were required. Additional services included detention study, floodplain analysis, and additional design to meet City of Cedar Park design requirements for LS#6. Capacity redesign, including new site layout, structures, electrical service, pumps, and force main to meet updated LUE loadings for LS #2. Proposed Amendment 2 will allow GBA to perform the described additional design services for this project. The attached Amendment 2 document, details the task for both lift stations.

**HISTORY/TIMELINE:**

01/21/2021 - Task Order GBA-001 was approved by Council in the amount of $481,000.00.
07/02/2021 - Amendment 1 to Task Order GBA-001 was approved by Department Director for providing surveying services for this project in the amount of $20,163.00.

**APPLICANT/AGENT:**

George Butler Associates, Inc

**RECOMMENDATION:**

Staff recommends and respectfully requests approval of Amendment 2 to Task Order GBA-001 with George Butler Associates, Inc. (GBA), Inc. in the amount of $80,373.00; and authorize the City Manager to execute any and all necessary documents.

**PRESENTER:**

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

**Fiscal Impact**

| | |
|---|---|
| **Amount requested:** | $80,373.00 |
| **Approved in current budget (Yes / No):** | Yes |
| **Expenditure (New / Amended):** | New |
| **Recurring or one-time:** | One-time |
| **Fund source (Operating / Utility / etc.):** | Utility |

**Attachments**

1. GBA Task Order 001-Amendment 2

# TASK ORDER FOR PROFESSIONAL SERVICES

## TASK ORDER NO. GBA-001, AMENDMENT 2

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

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

---

### A. PROJECT DESCRIPTION

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

At Lift Station #6, which is located within the city limits of Cedar Park, the City of Cedar Park requested design and analysis in addition to the City of Leander's requirements. The primary tasks were a drainage study, design of a detention basin, site modifications, floodplain evaluation, and no-rise certification. The level of effort required for this task is shown in Attachment A.

At Lift Station #2, the original scope covered rehabilitation of the existing lift station to address maintenance and safety concerns. While that design was in progress, information was presented that increased the LUEs that the lift station needed to serve, and the direction was revised to construct a replacement lift station with adequate pumping capacity. After those plans had been completed and submitted to the City, GBA was informed that the design lift service area LUEs would be increased from 5,650 LUEs to 7,415 LUEs. As a result, re-design of pumps, electrical, odor control, force main, and site plan were required, and the force main was moved into separate project for bidding and construction. The level of effort required for this task is shown in the Attachment A.

### B. SCOPE OF SERVICES

Under Amendment 2 of Task Order No. GBA-001, George Butler and Associates, Inc. will provide a detention study, and floodplain analysis and additional design to meet City of Cedar Park design requirements for Lift Station #6. Redesigns of Lift Station #2 capacity, including new site layout, structures, electrical service, pumps and force main to meet updated LUE loadings following initial lift station design.

### C. DELIVERABLES

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

### D. BASIS OF COMPENSATION

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

Lift Station #6 Detention Study, Floodplain Analysis and Additional Design: $19,193
Lift Station #2 Redesign to Increase Station and Force Main Capacity: $61,180
Total: $80,373

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

**TIME FOR COMPLETION**

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

| APPROVED: | ACCEPTED: |
|---|---|
| CITY OF LEANDER, TEXAS | GEORGE BUTLER AND ASSOCIATES, INC. |
| By: _____ | By: Frank T. Phelan |
| Title: _____ | Title: Senior Associate |
| Attest: _____ | Attest: Rebecca Hornsby |
| Date: _____ | Date 3/6/2023 |

| **WORK TASKS** | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | ASSOC | PR LDR | SPEC | SEN TECH | DGN E | S TECH | St Eng | ST TECH | **TOTAL** | **TOTAL** |
| | | $220 | $190 | $165 | $150 | $135 | $155 | $115 | $90 | **HOURS** | **COST** |
| **Task 0006 - Additional Services** | | | | | | | | | | | |
| 1 | LS#6 | 0.5 | 13.5 | 2 | 63.5 | 4.5 | | 37 | 20 | 141 | $19,193 |
| 2 | LS#2 | 17 | 104 | | | 38 | 210 | | | 369 | $61,180 |
| **Task 0006 Subtotal** | | 17.5 | 117.5 | 2 | 63.5 | 42.5 | 210 | 37 | 20 | 510 | $80,373 |
| | | | | | | | | | | | |
| | | | | | | | | | | | |

**AGENDA ITEM # 18**

**EXECUTIVE SUMMARY**
**03/16/2023**

---

**AGENDA SUBJECT:**

Reject all bids received for wastewater collection system lift station improvements: Phase 2, Lift Station No. 7 and Lift Station No. 8 (CIP WW.44).

**BACKGROUND:**

This project is included in the City of Leander's CIP as WW.44 and includes collection system improvements of six (6) lift stations (LS). The project is divided into three (3) phases/parts; Phase 1 (LS #2 & LS #6), Phase 2 (LS #7 & LS #8), and Phase 3 (LS #13 & LS #14). LS #2 is also separated into two (2) parts/phases, one of which includes construction of a wastewater forcemain.

Two (2) bids were received and opened on February 07, 2023 for Phase 2 of this project. The attached bid tabulation includes both bids received. Both received bids are above the Engineer's Opinion of Probable Cost (EOPC), by thirty-two (32%) percent and forty-eight (48%) percent, respectively.

As the engineer of the project and City's representative, George Butler Associates, Inc. (GBA) has reviewed the bid, prepared the bid tabulation, and recommendation letter. Considering higher bid pricing received, total allocated budget for the CIP Project WW.44 project, and remaining Phase 1 (LS #2 & LS #6) that has yet to be bid and has higher priority, the engineer has recommended that it will not be in the best interest of the City to move ahead with this phase of the project at this time. Therefore, they have recommended rejecting all bids received for this phase and to consider rebidding this project in the future once Phase 1 bidding is completed and funds are available. Staff has reviewed and discussed GBA's recommendation and agrees with this course of action.

CIP WW.44 Wastewater Collection System Lift Station Improvements project was established in FY2021 CIP and is fully funded for design and construction activities.

**HISTORY/TIMELINE:**

Phase 3 of this project was awarded by the council on October 20, 2022. Phase 1 (LS#2 Forcemain) of this project was awarded by the council on January 5, 2023. Phase 1 (LS #2 & LS #6) is in final design and will be brought for review and approval after bidding in the near future.

**RECOMMENDATION:**

Staff recommends and respectfully requests the rejection of all bids received for wastewater collection system lift station improvements: Phase 2 (LS#7 & LS#8) (CIP Project WW.44) project; and authorization to re-advertise re-bid the project in the future as necessary.

**PRESENTER:**

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

---

**Attachments**

1. Letter of Recommendation to Reject Bids
2. Bid Tab

1500 County Road 269
Leander, TX 78641

P.O. Box 2029
Leander, TX 78646-2029

March 3, 2023

Gina M. Ellison, PE
Public Works Director
City of Leander
P.O. Box 319
Leander, TX 78646

Re: Wastewater Collection System Lift Station Improvements, Phase 2
Letter of Recommendation

Dear Gina:

Bids were publicly opened and read on February 7, 2023, for the above referenced project. As reflected on the attached Bid Tabulation, two (2) bids were received. The lowest, responsive bidder is Patin Construction, Ltd.

Both received bids are above the Engineer's Opinion of Probable Cost (EOPC), by 32% and 48%, respectively. We have reviewed the received bid pricing and it was determined that the largest difference in cost between bids received and EOPC was in the USEMCO PumpMate.

Considering other planned, higher priority, lift station rehabilitation work under CIP WW.44 Lift Station Improvements Project, total allocated budget, and higher bid pricing received, it will not be in best interest of the City to move ahead with this phase of the project at this time. Therefore, we recommend rejecting all bids received for this phase.

Further, we recommend revising bidding documents and specifications to include the following changes at the time the city chooses to re-bid the project:

- Conduct a mandatory pre-bid meeting to educate contractors about the installation requirement/procedure for the equipment
- Use a quote from the City's SCADA integrator, obtained by the city prior to bidding, as an allowance in the bid documents
- Adding alternative components of the project per value engineering

Please call if you should have any questions in this regard.

Sincerely,

Rebecca Howley, P.E., CFM

RJH/s

PN: 14845 Ph 2

Bid Tabulation
Bid Date: February 8, 2023

Project: Wastewater Collection System Lift Station Improvement Phase 2
Checked By: Rebecca Howley, PE, CFM

| | **Wastewater Collection System Lift Station Improvement Phase 2** | | | Patin Construction | | Austin Engineering Co., Inc | |
|---|---|---|---|---|---|---|---|
| Item No. | Item | Approx. Quantity | Unit | Unit Price | Extension | Unit Price | Extension |
| 1 | Mobilization | 1 | LS | $25,000.00 | $25,000.00 | $30,000.00 | $30,000.00 |
| 2 | Clearing/Grubbing | 1 | LS | $12,000.00 | $12,000.00 | $47,000.00 | $47,000.00 |
| 3 | Protection and restoration of site | 1 | LS | $15,000.00 | $15,000.00 | $32,000.00 | $32,000.00 |
| 4 | Control Panel | 2 | EA | $85,000.00 | $170,000.00 | $93,000.00 | $186,000.00 |
| 5 | VegaPULS C51 level sensor and accessories | 2 | EA | $17,500.00 | $35,000.00 | $9,000.00 | $18,000.00 |
| 6 | Activated carbon drums | 4 | EA | $500.00 | $2,000.00 | $7,665.00 | $30,660.00 |
| 7 | GK-4 Ozone Aerator | 1 | LS | $50,000.00 | $50,000.00 | $48,000.00 | $48,000.00 |
| 8 | Sand blast and repaint wet well piping | 1 | LS | $7,500.00 | $7,500.00 | $25,000.00 | $25,000.00 |
| 9 | Wetwell coating | 922 | SF | $40.00 | $36,880.00 | $69.00 | $63,618.00 |
| 10 | Replace wet well hardware (guide rails, supports, hooks) | 1 | LS | $50,000.00 | $50,000.00 | $20,000.00 | $20,000.00 |
| 11 | USEMCO PumpMate | 2 | EA | $150,000.00 | $300,000.00 | $150,000.00 | $300,000.00 |
| 12 | SCADA System | 2 | LS | $80,000.00 | $160,000.00 | $68,000.00 | $136,000.00 |
| 13 | Ground Cover | 38 | SY | $90.00 | $3,420.00 | $320.00 | $12,160.00 |
| 14 | Three-way safety switch with electrical quick connect | 2 | LS | $44,000.00 | $88,000.00 | $74,000.00 | $148,000.00 |
| 15 | Rock Berm | 9 | LF | $100.00 | $900.00 | $58.00 | $522.00 |
| 16 | Rock Retaining Wall | 71 | LF | $150.00 | $10,650.00 | $127.00 | $9,017.00 |
| 17 | 6" Concrete drive with valley gutter | 151 | SY | $150.00 | $22,650.00 | $165.00 | $24,915.00 |
| 18 | Force main piping | 10 | LF | $3,500.00 | $35,000.00 | $6,000.00 | $60,000.00 |
| 19 | Pothole discharge piping | 1 | LS | $25,000.00 | $25,000.00 | $14,000.00 | $14,000.00 |
| 20 | 8' chain link fence and gate | 70 | LF | $150.00 | $10,500.00 | $175.00 | $12,250.00 |
| 21 | 5' Sidewalk | 54 | LF | $100.00 | $5,400.00 | $72.00 | $3,888.00 |
| 22 | Silt Fence | 70 | LF | $5.00 | $350.00 | $5.00 | $350.00 |
| 23 | Stabilized Construction Entrance | 2 | EA | $2,000.00 | $4,000.00 | $1,900.00 | $3,800.00 |
| 24 | Bypass Pumping/Pump and Haul | 2 | LS | $45,000.00 | $90,000.00 | $156,000.00 | $312,000.00 |
| | Construction Contingency Allowance 10%: | | | | | | |
| | **TOTAL BASE BID:** | | | | **$1,159,250.00** | | **$1,537,180.00** |
| | **Additive Alternate Bid In Lieu of Item 21 Above** | | | | | | |
| 1 | Fencecrete 8' Fence | 126 | LF | $250.00 | $31,500.00 | $290.00 | $36,540.00 |
| 2 | Fencecrete Gate | 22 | LF | $250.00 | $5,500.00 | $500.00 | $11,000.00 |
| | **TOTAL ALTERNATIVE BASE BID:** | | | | **$37,000.00** | | **$47,540.00** |

**AGENDA ITEM # 19**

**EXECUTIVE SUMMARY**
**03/16/2023**

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**AGENDA SUBJECT:**

Approval of a Resolution authorizing the President of BCRUA to execute an Agreement with Thalle Construction Company for the repair of the thirty-six (36")- inch Underwater Pipeline.

**BACKGROUND:**

The Brushy Creek Regional Utility Authority (BCRUA) Phase 1, Contract 2 Raw Water Line was completed in 2012 and consists of a thirty-six (36")- inch diameter ductile iron pipeline laid on the lakebed of Lake Travis.

The pipeline connects an underwater pipeline manifold at the floating raw water intake barge to the seventy-eight (78")- inch diameter raw water pipeline on Trails End Road. The thirty-six (36")- inch diameter raw water pipeline and the raw water intake barge are a temporary raw water delivery system to provide water to the BCRUA Water Treatment Plant until the Phase 2 Raw Water Delivery System comes online.

On February 14, 2023, the thirty-six (36")- inch underwater pipeline separated, causing loss of pressure at the raw water intake. Thalle Construction Company, LLC., is part of the joint venture constructing BCRUA's Phase 2 deep water intake project and had repaired a previous pipeline leak in 2022. Thalle was immediately able to make available equipment, staff, and materials to commence the necessary repair work on the separated pipeline.

On February 22, 2023, the BCRUA Board approved an amendment to Thalle's previous pipeline repair contract to make the needed repair. In addition to the repair, the contract also includes placement of additional pipe restraints and thrust blocking to further reinforce the pipeline. The cost of work is $1,551,092.59 and includes two (2) days of contingency time and six (6) months of dive inspections.

**RECOMMENDATION:**

Staff recommends approval of a resolution authorizing the President of BCRUA to execute an Agreement with Thalle Construction Company for the repair of the thirty-six (36")- inch Underwater Pipeline.

**PRESENTER:**

Daniel Grimsbo, Executive Director of Infrastructure

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**Fiscal Impact**

| | |
|---|---|
| **Amount requested:** | $723,849.91 Leanders Share |
| **Approved in current budget (Yes / No):** | Yes |
| **Expenditure (New / Amended):** | New |
| **Recurring or one-time:** | One-Time |
| **Fund source (Operating / Utility / etc.):** | BCRUA |

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**Attachments**

1. Thalle Contract Amendment
2. Thalle Resolution

# AMENDMENT NO. 1 TO BRUSHY CREEK REGIONAL UTILITY AUTHORITY STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

This First Amendment to Standard Form of Agreement between Brushy Creek Regional Utility Authority (hereafter "Owner") and Thalle Construction Company (hereafter "Contractor") is dated the 22nd day of February, 2023.

## RECITALS

**WHEREAS,** on the 8th day of September 2022, Owner and Contractor executed a Standard Form of Agreement ("Agreement") for the repair of a 36-Inch Underwater Pipeline; and

**WHEREAS,** an additional emergency repair to the 36-Inch Underwater Pipeline is now required; and

**WHEREAS,** completion of said additional repair is necessary to protect the public health and safety of the residents; and

**WHEREAS,** Owner and Contractor desire to amend the Agreement to include the Work and Cost of Work for the additional required repair as set forth herein;

## ARTICLE I
## THE WORK

The Work required to be performed by Contractor pursuant to the Agreement shall be amended to include the additional work described in the attached Exhibit "A1," incorporated herein by reference for all purposes. The Scope of Work described in Exhibit "A" and the additional Scope of Work described in the attached Exhibit "A1" shall collectively be considered the "Work" for the purpose of the Agreement.

## ARTICLE II
## COST OF WORK

The Cost of the Work set forth in the Agreement shall be amended to include the itemized costs in the attached Exhibit "B1," incorporated herein by reference for all purposes. The costs enumerated in Exhibit "B" and the costs enumerated in the attached Exhibit "B1" shall collectively be considered the "Cost of Work" for the purpose of this Agreement.

## ARTICLE III
## BOND COSTS

Contractor shall provide amended Payment and Performance Bonds in the amount of the amended Cost of Work. Copies of said amended Bonds shall be attached hereto as Exhibit "C," incorporated herein by reference for all purposes.

## ARTICLE IV
## EXHIBITS

The following exhibits supplement this Agreement and shall form part of the Contract Documents:

Exhibit "A1" (Additional Scope of Work)
Exhibit "B1" (Costs for Additional Scope of Work)
Exhibit "C' (Amended Payment and Performance Bonds)

## ARTICLE V
## MISCELLANEOUS

This Amendment No. 1 shall amend the original Agreement only as set forth herein with no other changes in terms or conditions of the original Agreement.

[Signatures on the following page.]

**IN WITNESS WHEREOF,** Owner and Contractor have executed this Amendment No. 1 to be effective as of the last date of due execution by both parties.

**OWNER:**

**BRUSHY CREEK REGIONAL UTILITY AUTHORITY**

By: _____
Anne Duffy, its President

Date Signed: 23Feb2023

**FOR BRUSHY CREEK REGIONAL UTILITY AUTHORITY, APPROVED AS TO FORM:**

By: _____
Stephan L. Sheets, Attorney

**CONTRACTOR:**

**THALLE CONSTRUCTION**

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

**IN WITNESS WHEREOF,** Owner and Contractor have executed this Amendment No. 1 to be effective as of the last date of due execution by both parties.

**OWNER:**

**BRUSHY CREEK REGIONAL UTILITY AUTHORITY**

By: _____
Anne Duffy, its President

Date Signed: _____

**FOR BRUSHY CREEK REGIONAL UTILITY AUTHORITY, APPROVED AS TO FORM:**

By: _____
Stephan L. Sheets, Attorney

**CONTRACTOR:**

**THALLE CONSTRUCTION**

By: _____
Printed Name: STEPHEN E. KOLLER
Title: PRESIDENT/COO
Date Signed: FEBRUARY 27, 2023

THALLE
CONSTRUCTION COMPANY
A TULLY GROUP COMPANY

February 17, 2023

BCRUA C/O
Walker Partners
804 Las Cimas Parkway
Austin, TX 78746

Attn: Aaron Archer

**Re: BCRUA Phase 2 Raw Water Delivery System**
**36-In Underwater Line Repair (**
**February 14, 2023 break event Proposal)**

Please consider this as Thalle Construction Company's ("Thalle") initial assessment, generalized workplan, preliminary schedule, and estimated additional cost of all labor, equipment, material, and fuel necessary to complete the repair plan developed from the investigative dive performed by Global Diving on February 14, 2023 and as outlined on the work plan below and detailed on the attached plan view. This work plan was developed in a cooperative manner with input from both the Owners Engineering Team, Global Diving and Thalle personnel. The information provided is an estimate of probable costs based on available data to date and assumes the use of Owner provided pipe and material fittings as outlined on the attached work plan and the added materials provided by Thalle also outlined on the work plan. Due to the emergency nature of this work the material costs are estimated and final compensation will be based on actual invoice costs. The attached proposal is an estimate, not a maximum amount not to exceed. The final cost will be determined on the cost-plus basis as outlined in *Article 11.4.1.3* of the provided "short form".

# Emergency Repair Plan 02.17.2023

This plan is intended to describe the Thalle/ Global's means and methods for repairs of the existing 36" Raw Water Pipeline Running through Lake Travis.

*Mobilization*

Global will be utilizing the existing Poseidon Barges provided by Thalle. A marine architect has performed a stability analysis. The Dive Crew is assembling the Emergency Work Platform on 02.17.2023. The Crane being utilized on the water is a Broaderson IC80- 3J. Thalle will be providing an operator for the crane to facilitate the tripping process, as well as tugboat movements.

*Repair Parts and Fittings*

2 @ Mega Lug Collar (EBAA 1100) (By BCRUA)

2 @ Split Mega Lug Collar (EBAA 1100 SBC) (By Thalle)

1 @ MJ Flange Adapter with extra gaskets)(By BCRUA)

1 @Rebuild Kit for Disassembly Joint (By Thalle)

30 @ 1"dia. B7? All thread rods six feet long each (200 LF) (By Thalle)

150 @ Heavy Hex Nuts with washers for all thread (By Thalle)

8 @ 1"x 4" Grade 5 bolts with Nyloc Nuts and Washers (for the chocks) (By Thalle)

10110 E FM 917 – Alvarado, TX 76009; Phone: (817) 728-3891

EXHIBIT
tabbies
"A-1"

4 @ 1" x 8" Rock Bolts (By Thalle)

W-14 Beam for Chocks 30feet long (By Thalle)

44 feet of High Denier Neoprene (By Thalle)

300 Ready mix grout bags for pipeline support (By Thalle)

Repair Plan

**Day (1) 02.17.2023**

Construct Dive Barge with crane and spuds. Global will take possession of the repair fittings and inventory. Additional crew dispatched from Seattle and flown to Austin, logistics handled internally.

**Day (2) 02.18.2023**

Finish all barge assembly and setup. By end of shift the dive barge will be ready for work on Monday.

Global will on the initial dive measure the location of the pipe on each of the horizontal supports of the cross bracing for record.

Global will identify and measure the angular deflection of the two ball joints in the Flex Tend Double Ball Joint, the single Ball Joint, the first pipe joint up stream of the discontinuity and the first pipe joint downstream of the repair area.

Global will provide a redline drawing of the hydrographic survey with the known parts identified for record.

**Day (3) 02.20.2023**

Dayshift start time 0700. Move barge on location, establish work site and begin site cleanup, remove existing grout bags and place on materials barge.

Nightshift start time 1900. Continue with site preparation, removal of grout bags and place on materials barge.

**Day (4) 02.21.2023**

Dayshift will remove MJ flange adapter, Mega-Lug, all hardware, and Disassembly Joint.

Nightshift to begin straightening pipe, and begin topside fabrication of all 3 chocks.

**Day (5) 02.22.2023**

Dayshift will rebuild disassembly joint on deck and continue straightening pipe including resetting the Flex-Tend Force Balanced Double Ball Joint to

+8"-8" (simultaneous operation). Continue with chock fabrication.

Nightshift will check ovality of pipe and locate the cut. The Clamshell cutter will be installed and the pipe cut. The coupon will be marked at 12o'clock and saved for BCRUA.

**Day (6-8) 02.23.2023 – 02.25.2023**

Dayshift and Nightshift will install 2 Mega-Lug collars, the new MJ flange adapter with Gasket, rebuilt Disassembly joint, and Split Mega-Lug Collar with long Tie Rods.

**Day (9-10) 02.26.2023 – 02.27.2023**

Dayshift and Nightshift will torque all new hardware to spec. 48 nuts torqued and 24 nuts snugged (mid span hardware).

**Day (11) 02.28.2023**

Dayshift installs downstream Split Mega-Lug Collar (EBAA 1100SBC), replacing every fourth flange bolt (total of 6 long tie bolts) to the MJ Flange Adapter and torques all new hardware to spec. Begins installing chocks with neoprene.

Nightshift finishes installing chocks and begins supporting pipeline with new grout bags.

**Day (12) 03.01.2023**

Dayshift finishes supporting pipeline in repair area (entire repair area) leaving space around every fitting for inspection purposes.

Nightshift will perform a full video inspection of all fittings and hardware and prove torque on all installed hardware for the length of the original repair. Divers will install two bubble levels at the crown of the pipeline with splash zone (underwater epoxy) directly in line with the 'H' piling. These levels will have a set measurement point and create a repeatable target for all future inspections. The bubble levels will also show any indication of pipe movement and roll.

**Day (13) 03.02.2023**

Day shift finalizes any open tasks and unlocks the LOTO from the barge control room. Pipeline is charged and monitored for leaks.

Nightshift continues monitoring for leaks for the first 24 hours.

During the final inspection, Global will provide vertical offset deflection of the pipeline with an angle reading bubble level.

**Day (14) 03.03.2023**

Repair complete and shift work ends.

## *Plan B (Additional 2 days, Shift begins 02.22.2023 – 02.24.2023)*

Pipe is too out of round or cut too far back to reconnect

**Day (1) Plan B**

Dayshift will cut a section of BCRUA supplied pipe long enough to join both ends of the pipeline. The MJ Flange Adapter will be installed on the downstream end as originally planned with two Mega-Lug Collars and long Tie Rods.

Nightshift will install two Mega-Lug collars on the new section of pipe and two Mega-Lug Adaptors on the upstream original pipe and connect with a BCRUA supplied MJ Sleeve.

**Day (2) Plan B**

Dayshift and Nightshift Torque all Mega-Lug Tie Bolts and foot bolts to spec.

THALLE
CONSTRUCTION COMPANY
A TULLY GROUP COMPANY

See attached cost outline for the estimated repair work price. This pricing outline includes 10 inspection dives over the next 6 months as requested by BCRUA representatives. This includes the actual dive, an inspection video, full written report and review meeting.

See attached schedule based on authorization and execution of the contract amendment.

Note Thalle and our subcontracting partner have begun mobilization and material procurement based on the email notice provided on February 15, 2023 by Karen Bondy to Robert Farrow.

Respectfully Submitted

**Robert Farrow**

Senior Project Manager
Rfarrow@thalle.com
10110 E. FM 917
Alvarado, Texas 76009
direct: 817.728.3891 | cell: 817.583.4230

Proposed Contract Modification

**ISSUING OFFICE** | **Change Request**

THALLE
CONSTRUCTION COMPANY

ATTN: Joerg Moser
Walker Partners
BCRUA Emergency Repair

Robert Farrow
10110 E. FM 917
Alvarado, Texas 76009

Project No.

*Reference:* Emergency Underwater Repair | *Date:* February 17, 2023

*Description:* See Outline

**CONTRACTOR'S PROPOSAL**

| *DESCRIPTION* | | *AMOUNT* |
|---|---|---|
| LABOR | | $284,703.25 |
| MATERIALS & MISC EXPENSES | | $43,628.10 |
| SUBCONTRACTOR OTHER | | $534,337.00 |
| *SUBTOTAL* | | *$862,668.35* |
| MARGIN | 25.00% | $215,667.09 |
| *SUBTOTAL W/ MARGIN* | | ***$1,078,335.44*** |
| EQUIPMENT | | $452,374.00 |
| | | ***$452,374.00*** |
| *SUBTOTAL EQUIPMENT COSTS* | | ***$452,374.00*** |
| Insurance | 0.87% | $11,440.87 |
| BONDS | 0.68% | $8,942.29 |
| *SUBTOTAL BONDS* | | ***$20,383.16*** |

*UNIT PRICE WORK*

| UNIT | UNIT PRICE | QUANTITY | |
|---|---|---|---|
| ls | | *1.00* | ***$0.00*** |
| *SUBTOTAL UNIT PRICE WORK* | | | ***$0.00*** |

**Total Cost of Change** **$1,551,092.59**

***Contractor's Certification:*** *I certify this estimate is made in good faith, and the supporting documentation is accurate and complete to the best of my knowledge and belief.*

**Robert Farrow**
Project Manager

2/15/2023
Date

**EXHIBIT**
"B-1"

0.00 Emergency Underwater Repair 100A

See Outline Crew Labor Costs

Activity: See Outline

| Resource ID | Resource Description | QTY. | UoM | Unit Cost | Burden (55%) | Overtime | Rate | Extended Cost |
|---|---|---|---|---|---|---|---|---|
| FMNUTILITY | Marine Foreman | 336.00 | MH | $ 55.00 | 1.55 | 0 | $ - | $ 28,644.00 |
| LAB1 | Land Support skilled labor (2) | 336.00 | MH | $ 26.00 | 1.55 | 176 | $ 2,288.00 | $ 15,828.80 |
| LAB3 | Land Support Pipe Fitters (2) | 168.00 | MH | $ 42.00 | 1.55 | 88 | $ 1,848.00 | $ 12,784.80 |
| LAB4 | Land Support Labor (2) | 84.00 | MH | $ 55.00 | 1.55 | 0 | $ - | $ 7,161.00 |
| OE2 | Land Support Welder | 84.00 | MH | $ 26.00 | 1.55 | 176 | $ 2,288.00 | $ 5,673.20 |
| OE3 | Land Support Pipe Fitters (2) | 84.00 | MH | $ 32.00 | 1.55 | 88 | $ 1,408.00 | $ 5,574.40 |
| | Land Support Labor (2) | 84.00 | MH | $ 24.00 | 1.55 | 88 | $ 1,056.00 | $ 4,180.80 |
| SUP 5 | Land Support Welder | 84.00 | MH | $ 60.00 | 1.55 | 40 | $ 1,200.00 | $ 9,012.00 |
| | Land /Marine Crane Operator | 336 | MH | $ 78.00 | 1.55 | 232 | $ 9,048.00 | $ 49,670.40 |
| | Field Engineer | 168 | MR | $ 48.00 | 1.55 | NO | 0.00% | $ 12,499.20 |
| | Field Sup | 168 | MR | $ 95.00 | 1.55 | NO | 0.00% | $ 24,738.00 |
| | Safety Rep | 336 | HR | $ 65.00 | 1.55 | NO | 0.00% | $ 33,852.00 |
| | | | MR | | 1.55 | NO | 0.00% | $ - |
| | Per Diam | 2268 | MR | $ 10.00 | 1.00 | NO | 0.00% | $ 22,680.00 |
| | Smalls Tools Modifier | 0.25 | | $ 209,618.60 | 1 | NO | 0.00% | $ 52,404.65 |
| PM | Project Manager | | MH | $ 110.00 | 1.55% | NO | 0.00% | $ - |
| | | | Activity | 0 | Subtotal: | | | $ 284,703.25 |

0.00 Emergency Underwater Repair 200A

Emergency Underwater Repair EQUIPMENT COSTS

Activity: 200A

| Resource ID | Resource Description | QTY. | UoM | Unit Cost | Markup | Taxable | Tax Rate (8.25%) | Extended Cost |
|---|---|---|---|---|---|---|---|---|
| 3-TSRENTAL | | | LS | | | YES | 8.25% | $ - |
| Cutter | Clamshell cutter | 11.00 | day | $ 1,469.00 | N/A | NO | 0.00% | $ 16,159.00 |
| Veh Foreman | | 216.00 | hr | $ 8.75 | N/A | NO | 0.00% | $ 1,890.00 |
| 8GEN5KW | Carry Deck Crane | 216.00 | HR | $ 481.25 | N/A | NO | 0.00% | $ 103,950.00 |
| 8EX03S | 40x60 Barge | 216.00 | Hr | $ 562.50 | N/A | NO | 0.00% | $ 121,500.00 |
| 8EX06S | Freight Charges | 48.00 | HR | $ 306.25 | N/A | NO | 0.00% | $ 14,700.00 |
| 8LDR05 | Misc Specialty Tools | 1.00 | ls | $ 9,375.00 | N/A | NO | 0.00% | $ 9,375.00 |
| 8PU01 | Tug Boat | 216.00 | HR | $ 395.00 | N/A | NO | 0.00% | $ 85,320.00 |
| 8TRUCKW2 | Welding Machine | 216.00 | HR | $ 55.00 | N/A | NO | 0.00% | $ 11,880.00 |
| 8TS3 | Manboat | 216.00 | HR | $ 268.75 | N/A | NO | 0.00% | $ 58,050.00 |
| Extended Pipeline Inspections | | | | | | | | |
| 8PUMP03E | 30x15 Mat Barge | 40.00 | HR | $ 343.75 | N/A | NO | 0.00% | $ 13,750.00 |
| 8TOOLS01 | Tug Boat | 40.00 | HR | $ 395.00 | N/A | NO | 0.00% | $ 15,800.00 |
| | | | | | | NO | 0.00% | $ - |
| | | | | | N/A | NO | 0.00% | $ - |
| | | | HR | | N/A | NO | 0.00% | $ - |
| | | | HR | | N/A | NO | 0.00% | $ - |
| | | | HR | | N/A | NO | 0.00% | $ - |
| | | | HR | | N/A | NO | 0.00% | $ - |
| | | | HR | | N/A | NO | 0.00% | $ - |
| | | | HR | | N/A | NO | 0.00% | $ - |
| | | | HR | | N/A | NO | 0.00% | $ - |
| | | | HR | | N/A | NO | 0.00% | $ - |
| | | | Activity | 200A | Subtotal: | | | $ 452,374.00 |
| | | 0 | | | | | | |

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0 Emergency Underwater Repair

See Outline

Materials

Activity: Mechanical Fitment (Materials) 200B

| Resource ID | Resource Description | QTY. | UoM | Unit Cost | Taxable | Tax Rate (8.25%) | Extended Cost |
|---|---|---|---|---|---|---|---|
| | | | | | NO | 0.00% | $ - |
| | | | | | NO | 0.00% | $ - |
| | Porta Pots | 0.00 | Mon | $ 675.00 | NO | 0.00% | $ - |
| | Dumpster | 0.00 | Mon | $ 1,275.00 | NO | 0.00% | $ - |
| | Dumpster Disposal Fees | 2.00 | ea | $ 1,275.00 | NO | 0.00% | $ 2,550.00 |
| | Spill Containment Kit | 1.00 | ea | $ 4,500.00 | NO | 0.00% | $ 4,500.00 |
| | Life Rings | 0.00 | ea | $ 1,275.00 | NO | 0.00% | $ - |
| | Misc Mats Steel | 1.00 | ls | $ 5,000.00 | NO | 0.00% | $ 5,000.00 |
| | Concrete bags | 300.00 | ea | $ 18.00 | NO | 0.00% | $ 5,400.00 |
| | Mid Span Restraint | 4.00 | ea | $ 3,300.00 | NO | 0.00% | $ 13,200.00 |
| | Gaskets | 2.00 | | $ 130.00 | NO | 0.00% | $ 260.00 |
| | 1" All Thread rod and bolts | 1.00 | ls | $ 1,670.00 | NO | 0.00% | $ 1,670.00 |
| | Coil Rod 3/4 Washers and Nuts | 1.00 | ls | $ 2,245.00 | NO | 0.00% | $ 2,245.00 |
| | Contact Cement | 3.00 | gal | $ 45.00 | NO | 8.25% | $ 146.14 |
| | 1" Anchors | 1.00 | box | $ 145.00 | NO | 8.25% | $ 156.96 |
| | Misc Mats Steel | 1.00 | ls | $ 8,500.00 | NO | 0.00% | $ 8,500.00 |
| | | | | | YES | 8.25% | $ - |
| | | | | | NO | 0.00% | $ - |
| | | | | | NO | 0.00% | $ - |
| | | | | | NO | 0.00% | $ - |
| | | | | | NO | 0.00% | $ - |
| | | | | Activity | 200B | Subtotal: | $ 43,628.10 |

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0 Emergency Underwater Repair

See Outline

**Activity:** **Subcontractor Other Expenses** **300A**

| Resource ID | Resource Description | QTY. | UoM | Unit Cost | Burden (50%) | Extended Cost |
|---|---|---|---|---|---|---|
| Global Mob | | 1.00 | LS | $ 54,000.00 | N/A | $ 54,000.00 |
| | | | | | N/A | $ - |
| Global 24 Hour Crew | | 14.00 | LS | $ 27,467.00 | N/A | $ 384,538.00 |
| | | | LS | | N/A | $ - |
| Investigation 2.14.23 | | 1.00 | LS | $ 15,799.00 | N/A | $ 15,799.00 |
| OTHER | | | LS | $ - | N/A | $ - |
| OTHER | | | LS | $ - | N/A | $ - |
| Inspections | | 10.00 | EA | $ 8,000.00 | N/A | $ 80,000.00 |
| Tug and Barge | See Equipment Schedule | 40.00 | HR | $ - | N/A | $ - |
| OTHER | | | LF | | N/A | $ - |
| OTHER | | | LF | | N/A | $ - |
| OTHER | | | LS | | N/A | $ - |
| Pump Sub | | | LS | | NA | $ - |
| OTHER | | | | $ - | N/A | $ - |
| | SUBTOTAL SUBCONTRACTOR OTHER | | | 300A | SUBTOTAL | $ 534,337.00 |
| | | 0 | | | | |

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# EXHIBIT "C"

(Amended Payment and Performance Bonds)

Bond No. K41583824 Federal Insurance Company
Bond No. 015215410 Liberty Mutual Insurance Company

# RIDER

To be attached to and form a part of Performance & Payment Bond Bond, No. K41583824 / 015215410

dated the 8th day of September, 2022 issued by
Federal Insurance Company, 202B Hall's Mill Road, Whitehouse Station, NJ 08889
Liberty Mutual Insurance Company, 175 Berkeley Street, Boston, MA 02116 as Surety, on behalf of

Thalle Construction Co., Inc., 900 NC Highway 86 North, Hillsborough, NC 27278, as Principal,

in the penal sum of One Million Six Hundred One Thousand Six Hundred Sixty Eight Dollars and 35/100

Dollars ($ 1,601,668.35), and in favor of Brushy Creek Regional Utility Authority

In consideration of the premium charged for the attached bond, it is hereby agreed that the attached bond be amended as follows:

Bond Amount Increase - Amendment No. 1

From: One Million Six Hundred One Thousand Six Hundred Sixty Eight Dollars and 35/100 ($1,601,668.35)

To: Three Million One Hundred Fifty Two Thousand Seven Hundred Sixty Dollars and 94/100 ($3,152,760.94)

Provided, However, that the attached bond shall be subject to all its agreements, limitations and conditions except as herein expressly modified, and further that the liability of the Surety under the attached bond and the attached bond as amended by this rider shall not be cumulative.

This rider shall become effective as of the 17th day of February, 2023

Signed, sealed and dated this 22nd day of February, 2023

ATTEST:

CAROL R. GORDON

PRINCIPAL

Thalle Construction Co., Inc.

By

Peter K. Tully, Chief Executive Officer

Federal Insurance Company
Liberty Mutual Insurance Company

ACCEPTED:

By

Jaclyn Thomas, Attorney-in-Fact

**ACKNOWLEDGEMENT OF CONTRACTOR - IF A CORPORATION**

STATE OF **NEW YORK**
COUNTY OF **QUEENS**

ON THE 22nd DAY OF February, 2023 BEFORE ME PERSONALLY APPEARED **Peter K. Tully** TO ME KNOWN, WHO, BEING BY ME DULY SWORN, DID DEPOSE AND SAY; THAT (S)HE IS THE CHIEF EXECUTIVE OFFICER OF **Thalle Construction Co., Inc.** THE CORPORATION THAT EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL, AT MY OFFICE IN THE ABOVE COUNTY, THE DAY AND YEAR WRITTEN ABOVE.

Carol R Gordon
Notary Public

CAROL R. GORDON
Notary Public, State of New York
No. 01GO4680187
Qualified in Queens County
Commission Expires April 30, 2026

**ACKNOWLEDGEMENT OF SURETY COMPANY**

STATE OF **NEW JERSEY**
COUNTY OF **MORRIS**

ON THE 22nd DAY OF February, 2023 BEFORE ME PERSONALLY APPEARED **Jaclyn Thomas** TO ME KNOWN, WHO BEING BY ME DULY SWORN, DID DEPOSE AND SAY; THAT (S)HE IS THE ATTORNEY-IN-FACT OF **Federal Insurance Company**, THE CORPORATION THAT EXECUTED THE FOREGOING INSTRUMENT,. AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL, AT MY OFFICE IN THE ABOVE COUNTY, THE DAY AND YEAR WRITTEN ABOVE.

Dipal Savaliya
Notary Public

DIPAL P SAVALIYA
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES JUNE 04, 2025

**ACKNOWLEDGEMENT OF SURETY COMPANY**

STATE OF **NEW JERSEY**
COUNTY OF **MORRIS**

ON THE 22nd DAY OF February, 2023 BEFORE ME PERSONALLY APPEARED **Jaclyn Thomas** TO ME KNOWN, WHO BEING BY ME DULY SWORN, DID DEPOSE AND SAY; THAT (S)HE IS THE ATTORNEY-IN-FACT OF **Liberty Mutual Insurance Company** THE CORPORATION THAT EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL, AT MY OFFICE IN THE ABOVE COUNTY, THE DAY AND YEAR WRITTEN ABOVE.

Dipal Savaliya
Notary Public

DIPAL P SAVALIYA
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES JUNE 04, 2025

# FEDERAL INSURANCE COMPANY

## STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS

Statutory Basis

December 31, 2021

(in thousands)

| *ASSETS* | | *LIABILITIES AND SURPLUS TO POLICYHOLDERS* | |
|---|---|---|---|
| Cash and Short Term Investments | $ (587,309) | Outstanding Losses and Loss Expenses | $ 8,701,383 |
| United States Government, State and Municipal Bonds | 4,271,534 | Reinsurance Payable on Losses and Expenses | 1,484,198 |
| Other Bonds | 5,994,673 | Unearned Premiums | 2,400,711 |
| Stocks | 675,588 | Ceded Reinsurance Premiums Payable | 366,332 |
| Other Invested Assets | 1,647,712 | Other Liabilities | 498,472 |
| TOTAL INVESTMENTS | 12,022,201 | TOTAL LIABILITIES | 13,451,094 |
| Investments in Affiliates: | | Capital Stock | 20,980 |
| Great Northern Ins. Co. | 414,638 | Paid-In Surplus | 2,711,474 |
| Vigilant Ins. Co. | 354,696 | Unassigned Funds | 1,903,522 |
| Chubb Indemnity Ins. Co. | 183,242 | | |
| Chubb National Ins. Co. | 190,801 | SURPLUS TO POLICYHOLDERS | 4,635,976 |
| Other Affiliates | 116,373 | | |
| Premiums Receivable | 1,726,653 | | |
| Other Assets | 3,076,486 | | |
| TOTAL ADMITTED ASSETS | $ 18,087,070 | TOTAL LIABILITIES AND SURPLUS | $18,087,070 |

Investments are valued in accordance with requirements of the National Association of Insurance Commissioners. At December 31, 2021, investments with a carrying value of $509,085,162 were deposited with government authorities as required by law.

STATE OF PENNSYLVANIA

COUNTY OF PHILADELPHIA

John Taylor, being duly sworn, says that he is Senior Vice President of Federal Insurance Company and that to the best of his knowledge and belief the foregoing is a true and correct statement of the said Company's financial condition as of the 31 st day of December, 2021.

Sworn before me this March 16, 2022

Senior Vice President

Notary Public

September 19, 2023
My commission expires

Commonwealth of Pennsylvania - Notary Seal
Jaime L. Yates, Notary Public
Philadelphia County
My commission expires September 19, 2023
Commission number 1357070
Member, Pennsylvania Association of Notaries

LIBERTY MUTUAL INSURANCE COMPANY

**FINANCIAL STATEMENT — DECEMBER 31, 2021**

**Assets**

| | |
|---|---|
| Cash and Bank Deposits | $2,234,770,744 |
| *Bonds — U.S Government | 4,250,615,811 |
| *Other Bonds | 16,983,165,862 |
| *Stocks | 20,075,458,019 |
| Real Estate | 182,250,567 |
| Agents' Balances or Uncollected Premiums | 7,607,687,836 |
| Accrued Interest and Rents | 120,173,987 |
| Other Admitted Assets | 14,076,622,575 |
| **Total Admitted Assets** | **$65,530,745,401** |

**Liabilities**

| | | |
|---|---|---|
| Unearned Premiums | | $9,106,965,847 |
| Reserve for Claims and Claims Expense | | 25,279,158,493 |
| Funds Held Under Reinsurance Treaties | | 315,537,902 |
| Reserve for Dividends to Policyholders | | 1,726,291 |
| Additional Statutory Reserve | | 139,634,000 |
| Reserve for Commissions, Taxes and Other Liabilities | | 8,638,106,801 |
| **Total** | | **$43,481,129,334** |
| Special Surplus Funds | $178,192,363 | |
| Capital Stock | 10,000,075 | |
| Paid in Surplus | 11,804,736,755 | |
| Unassigned Surplus | 10,056,686,874 | |
| **Surplus to Policyholders** | | **22,049,616,067** |
| **Total Liabilities and Surplus** | | **$65,530,745,401** |

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS

* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2021, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 8th day of March, 2022.

T A Mikolajewski

Assistant Secretary

CHUBB

# Power of Attorney

## Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
## Westchester Fire Insurance Company | ACE American Insurance Company

**Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint** Thomas MacDonald, Marisol Mojica, Edward Reilly, Krystal L. Stravato, Jaclyn Thomas and Kevin T. Walsh Jr. of Whippany, New Jersey; Andrea E. Gorbert of Jericho, New York; Neil C. Donovan, and Gerard Leib of Berwyn, Pennsylvania ----------

**each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.**

**In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 6th day of April, 2022.**

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney, Vice President

**STATE OF NEW JERSEY**
**County of Hunterdon** **SS.**

**On this 6th day of April, 2022 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.**

Notarial Seal

KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316686
Commission Expires July 18, 2024

Notary Public

## CERTIFICATION

**Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:**

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

(i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this February 22, 2023.

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

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

Liberty Mutual. SURETY

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

Certificate No: 8207604-985316

# POWER OF ATTORNEY

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Edward Reilly; Jaolyn Thomas; Kevin T. Walsh, Jr.; Krystal L. Stravato; Marisol Mojica; Michael Marino; Thomas MacDonald

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

**IN WITNESS WHEREOF,** this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 6th day of April, 2022.

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS — THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE — WEST AMERICAN INSURANCE COMPANY INCORPORATED 1991 INDIANA

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

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 6th day of April, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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

TERESA PASTELLA COMMONWEALTH OF PENNSYLVANIA NOTARY PUBLIC

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

By: Teresa Pastella, Notary Public

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

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

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

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

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

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

**IN TESTIMONY WHEREOF,** I have hereunto set my hand and affixed the seals of said Companies this 22nd day of February, 2023.

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS — THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE — WEST AMERICAN INSURANCE COMPANY INCORPORATED 1991 INDIANA

By: Renee C. Llewellyn, Assistant Secretary

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

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

**RESOLUTION NO. R-23-02-22-7C**

**WHEREAS**, the Brushy Creek Regional Utility Authority, Inc. ("BCRUA") has determined that an emergency repair is required to be completed on a 36-inch underwater pipeline; and

**WHEREAS,** the repair of the 36-inch underwater pipeline ("Project") is necessary to preserve or protect the public health and safety of the residents of the cities of Cedar Park, Leander, and Round Rock; and

**WHEREAS**, the BCRUA is under no obligation, statutory or otherwise, to advertise for bids for the Project, as such fall under the general exemption to competitive bidding requirements cited in Texas Local Government Code Section 252.022(a)(2) regarding procurements necessary to preserve or protect the public health or safety of the municipality's residents; and

**WHEREAS**, Thalle Construction Company has submitted a proposal to complete the Project; and

**WHEREAS**, the BCRUA desires to enter into a contract with Thalle Construction Company to complete the Project, Now Therefore

**BE IT RESOLVED BY THE BRUSHY CREEK REGIONAL UTILITY AUTHORITY,**

That the President is hereby authorized and directed to execute on behalf of the BCRUA a contract with Thalle Construction Company, subject to the General Manager's and the Board Attorneys' approval of the final language and terms of said contract.

The Board of Directors hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

**RESOLVED** this 22nd day of February, 2023.

ANNE DUFFY, President
Brushy Creek Regional Utility Authority

ATTEST:

NA'COLE THOMPSON, Secretary

**AGENDA ITEM # 20**

**EXECUTIVE SUMMARY**
**03/16/2023**

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**AGENDA SUBJECT:**

Acceptance of public infrastructure improvements for Edgewood Subdivision Phase 1 Section 1.

**BACKGROUND:**

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

The maintanience bond will commence its two (2)- year term upon City Council acceptance, as anticipated, on March 16, 2023 which will provide warranty and maintenance coverage for the public infrastructure improvements through March 16, 2025. The Engineering Department will perform a formal inspection of the improvements approximately thirty (30) days prior to the expiration of the maintenance bond to assure that any defects in materials, workmanship, or maintenance are corrected prior to expiration of the bond.

**RECOMMENDATION:**

Staff recommends City Council's formal acceptance of the public infrastructure improvements for Edgewood Phase 1 Section 1.

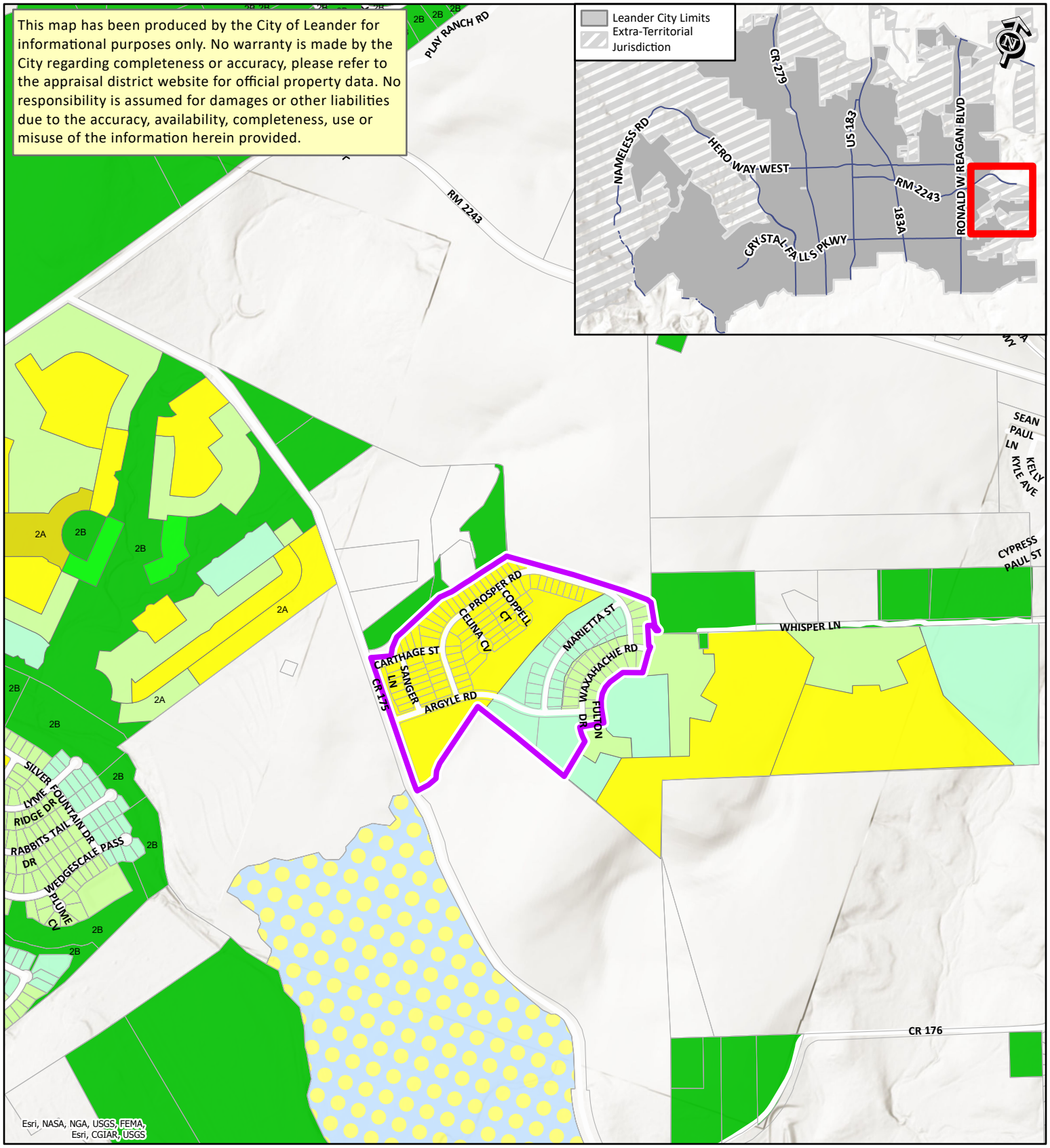
**PRESENTER:**

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

---

**Attachments**

1. Acceptance Documents Edgewood Phase 1 Section 1




# SUBDIVISION ACCEPTANCE

Edgewood Ph 1 Sec 1 - 21-PICP-023

Accepted Subdivision

RESIDENTIAL

SFR - Single-Family Rural

SFE - Single-Family Estate

SFS - Single-Family Suburban

SFU - Single-Family Urban

SFC - Single-Family Compact

SFL - Single-Family Limited

PUD LAND USE

PUD - Single-Family

City of Leander Geographic Information Systems

N

0 500 1,000 2,000

Feet

# Engineer's Concurrence
# for Project Acceptance

**Project:** EDGEWOOD PHASE 1, SECTION 1 **Date:** 01/04/2023

**City of Leander Issued Permit Number:** 21-PICP-023

| **Owner's Name & Address** | **Consultant Engineer's Name & Address** |
|---|---|
| M/I HOMES OF AUSTIN | KIMLEY-HORN |
| 7600 N. CAPITAL OF TEXAS HWY. BLDG C, STE 250 | 501 S. AUSTIN AVE. STE 1310 |
| AUSTIN, TX 78731 | GEORGETOWN, TX 78626 |

On this date, I, the undersigned Professional Engineer in the State of Texas, or my representative, have made a visual inspection of the above referenced project. No discrepancies from the approved construction plans or deficiencies in construction were visible or brought to my attention. I, therefore, certify that all improvements are in substantial compliance with the approved construction plans and all City, State, and Federal requirements, including the City of Leander Subdivision Ordinance and Composite Zoning Ordinance.

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

(SEAL)

Signature

ALEJANDRO E. GRANADOS RICO
Typed Name

KIMLEY-HORN
Engineering Firm Name

F-928
Registered Engineering Firm Number

January 6, 2023

Kyle Kriegel
M/I Homes of Austin LLC
7600 N. Capital of Texas Hwy., Bldg. C, Suite 250
Austin, TX 78731

**TDLR Project No.:** TABS2022011474

**PROJECT:**
Edgewood Phase 1 Section 1
731 CR 175
Leander, TX 78641

**CORRECTIVE MODIFICATIONS – NO VIOLATIONS**

Dear Kyle:

Your submittal regarding the referenced violations pending report has been reviewed. We are pleased to inform you that all items cited in the inspection report appear to be in substantial compliance with requirements of the Texas Government Code, Chapter 469.

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

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

Please reference the TDLR Project Number in all future correspondence pertaining to this project.

Sincerely,

Arturo Pinero, RAS #1551

Altura Solutions, LLC
3616 Far West Blvd., Ste. 117-288, Austin, TX 78731

(512) 410-7059
arturo@alturalp.com

# MAINTENANCE BOND
## Subdivision Improvements
Bond Number: 2331929

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that Liberty Civil Construction, LLC as Principal, whose address is 2937 Hero Way Leander, TX 78641 and Swiss Re Corporate Solutions America Insurance Corporation a Corporation organized under the laws of the State of Missouri, and duly authorized to do business in the State of Texas, as Surety, are held and firmly bound unto the City of Leander, Texas as Obligee, in the penal sum of Eight Hundred Ninety-six Thousand One Hundred Forty-eight & 67/100 ($ 896,148.67 ) to which payment will and truly to be made we do bind ourselves, our and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal has constructed Edgewood Phase 1, Section 1 Public Improvement Construction Plans, Project #21-PICP-023 (the "improvements") pursuant to the ordinances of the Obligee, which ordinances are hereby expressly made a part hereof as though the same were written and embodied herein;

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 11th day of January, 2023.

Liberty Civil Construction, LLC
Principal

By:

Title: Michael Ehrhardt, President

Address: 2937 Hero Way

Leander, TX 78641

Swiss Re Corporate Solutions America Insurance Corporation
Surety

By:

Title: Betty J. Reeh, Attorney-in-Fact

Address: 1200 Main St. Suite 800

Kansas City, MO 64105

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

Acrisure LLC dba IBTX

32335 US Highway 281 S, Suite 1201 Bulverde, TX 78163

(Seal)

## SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION F/K/A NORTH AMERICAN SPECIALTY INSURANCE COMPANY ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION F/K/A WASHINGTON INTERNATIONAL INSURANCE COMPANY ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

## GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

ANA OWENS, PATRICK COYLE, PATRICIA ANN LYTTLE AND MICHAEL D. HENDRICKSON

JOINTLY or SEVERALLY

JOINTLY or SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION ($50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."

SWISS RE CORPORATE SOLUTIONS AMERICA INS. CORP. CORPORATE SEAL 1973 MISSOURI

SWISS RE CORPORATE SOLUTIONS PREMIER INS. CORP. CORPORATE SEAL MISSOURI

By_____
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By_____
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC

WESTPORT INSURANCE CORPORATION CORPORATE SEAL MISSOURI

IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 19TH day of OCTOBER, 2022

**Swiss Re Corporate Solutions America Insurance Corporation**
**Swiss Re Corporate Solutions Premier Insurance Corporation**
**Westport Insurance Corporation**

State of Illinois
County of Cook ss

On this 19TH day of OCTOBER, 2022, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SPCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

YASMIN A. PATEL OFFICIAL SEAL Notary Public, State of Illinois My Commission Expires May 28, 2023

Yasmin A. Patel, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.
IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 11th day of January, 2023.

Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC

## IMPORTANT NOTICE

In order to obtain information or make a complaint:

You may contact **Jeffrey Goldberg, Vice President - Claims,** at **1-800-338-0753.**

You may call **Swiss Re Corporate Solutions America Insurance Corporation or Swiss Re Corporate Solutions Premier Insurance Corporation's** toll-free number for information or to make a complaint at:

**1-800-338-0753**

You may also write to **Swiss Re Corporate Solutions America Insurance Corporation or Swiss Re Corporate Solutions Premier Insurance Corporation** at the following address:

**1200 Main Street, Suite 800**
**Kansas City, MO 64105**

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

**1- 800-252-3439**

You may write the **Texas Department of Insurance:**

**P.O. Box 149104**
**Austin, TX 78714-9104**
**Fax: (512) 475-1771**
**Web:** http://www.tdi.state.tx.us
**E-mail:**ConsumerProtection@tdi.state.tx.us

**PREMIUM OR CLAIM DISPUTES:**
Should you have a dispute concerning your premium or about a claim you should first contact the **Swiss Re Corporate Solutions America Insurance Corporation or Swiss Re Corporate Solutions Premier Insurance Corporation**. If the dispute is not resolved, you may contact the Texas Department of Insurance.

**ATTACH THIS NOTICE TO YOUR POLICY:** This notice is for information only and does not become a part or condition of the attached document.

## AVISO IMPORTANTE

Para obtener informacion o para someter un queja:

Puede comunicarse con **Jeffrey Goldberg, Vice President - Claims,** al **1-800-338-0753.**

Usted puede llamr al numero de telefono gratis de **Swiss Re Corporate Solutions America Insurance Corporation o Swiss Re Corporate Solutions Premier Insurance Corporation's** para informacion o para someter una queja al:

**1-800-338-0753**

Usted tambien puede escribir a **Swiss Re Corporate Solutions America Insurance Corporation o Swiss Re Corporate Solutions Premier Insurance Corporation** al:

**1200 Main Street, Suite 800**
**Kansas City, MO 64105**

Puede escribir al **Departmento de Seguros de Texas** para obtener informacion acerca de companias, coberturas, derechos o quejas al:

**1- 800-252-3439**

Puede escribir al **Departmento de Seguros de Texas:**

**P.O. Box 149104**
**Austin, TX 78714-9104**
**Fax: (512) 475-1771**
**Web:** http://www.tdi.state.tx.us
**E-mail:**ConsumerProtection@tdi.state.tx.us

**DISPUTAS SOBRE PRIMAS O RECLAMOS:**
Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el **Swiss Re Corporate Solutions America Insurance Corporation o Swiss Re Corporate Solutions Premier Insurance Corporation** primero. Si no se resuelve la disputa, puede entonces comunicarse con el Departmento de Seguros de Texas.

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

January 9, 2023
Sarvesh Dhakal
City of Leander
201 N. Brushy Street
Leander, Texas 78641

Attn,

The following is the information as applicable to the Final Cost and Quantities, and inspection fee settle up of the Edgewood Phase 1, Section 1 Project #21-PICP-023 of this "project"

Name on Approved Construction Documents: Edgewood Phase 1, Section 1 Public Improvement Construction Plans, Project #21-PICP-023, City of Leander, Williamson County, Texas
Name on Bank Bond for Fiscal Posting: _____

**Final Cost and Quantities:**

| Costs Categories | Totals |
|---|---|
| **Streets** | $ 1,524,097.37 |
| **Stormwater/Drainage** | $ 4,932,899.32 |
| **Water** | $ 901,350.01 |
| **Wastewater** | $ 1,120,454.41 |
| **Streetlights** | $ 482,685.63 |
| **Landscape Improvements** | $ 0.00 |

Total = **$8,961,486.74**

| | |
|---|---|
| Total Improvements = | $8,961,486.74 |
| Maintenance Bond (10%) = | $896,148.67 |

*Note that this total differs from the final pay application from the contractor as it excludes private electrical work, private gas work, bonds, and offsite items that were not a part of Edgewood Phase 1, Section 1. The total for the developer private items is $2,046,451.02. These items have been highlighted in red in the final pay application attached for reference. The inspection fee receipt is also included for reference.

Inspection fee settle up:

| | |
|---|---|
| Total Improvements = | $8,961,486.74 |
| Currently Paid Inspection Fees = | $218,558.07 |
| Inspection Fees (3.5%) = | $313,652.04 |
| Insp. Fee to be paid by developer = | $95,093.97 |

If you have any questions or require any additional information, please do not hesitate to contact me at 512-782-0602.

Sincerely,

01/09/2023

Alex Granados, P.E.
Project Manager
TBPE F-928

Attachments: Final Pay Application for Edgewood Phase 1-1 Final Cost and Quantities breakdown, Receipt of Currently Paid Inspection Fees

FINAL COSTS AND QUANTITIES
EDGEWOOD OFFSITE WATER AND WASTEWATER IMPROVEMENTS
KIMLEY-HORN AND ASSOCIATES, INC. JOB NO. 067783129

CITY OF LEANDER JOB # 21-PICP-025

| COST CATEGORIES | TOTALS |
|---|---|
| | |
| **STREETS** | $1,524,097.37 |
| | |
| **STORMWATER/DRAINAGE** | $4,932,899.32 |
| | |
| **WATER** | $901,350.01 |
| | |
| **WASTEWATER** | $1,120,454.41 |
| | |
| **STREETLIGHTS** | $482,685.63 |
| | |
| **LANDSCAPE IMPROVEMENTS** | $0.00 |
| | |
| **TOTAL AMOUNT** | **$8,961,486.74** |

01/09/2023

## FINAL COSTS AND QUANTITIES

| | STREETS | | | | | | |
|---|---|---|---|---|---|---|---|
| A1 | 24" CONCRETE CURB AND GUTTER EXCLUDING 30' FOR INLETS AND TRANSITIONS COMPLETE IN PLACE AS DETAILED AND SPECIFIED | LF | 13,879.00 | $ | 17.14 | $ | 237,886.06 |
| A2 | 2" HMAC COMPLETE IN PLACE AS DETAILED AND SPECIFIED | SY | 25,166.00 | $ | 12.57 | $ | 316,336.62 |
| A3 | 3.5" HMAC COMPLETE IN PLACE AS DETAILED AND SPECIFIED | SY | 6,696.00 | $ | 22.00 | $ | 147,312.00 |
| A4 | 8" CRUSHED STONE FLEXIBLE BASE COURSE 3' BEHIND BOC COMPLETE IN PLACE AS DETAILED AND SPECIFIED (COLLECTOR SECTION) | SY | 23,593.00 | $ | 9.29 | $ | 219,178.97 |
| A5 | 12" CRUSHED STONE FLEXIBLE BASE COURSE 3' BEHIND BOC COMPLETE IN PLACE AS DETAILED AND SPECIFIED (COLLECTOR SECTION) | SY | 9,443.00 | $ | 13.25 | $ | 125,119.75 |
| A6 | PREPARE SUBGRADE PREPARATION 3' BEHIND BOC COMPLETE IN PLACE AS DETAILED AND SPECIFIED | SY | 33,036.00 | $ | 1.96 | $ | 64,750.56 |
| A7 | SIGNAGE AND STRIPING | LS | 1.00 | $ | 12,223.54 | $ | 12,223.54 |
| A8 | CONCRETE SIDEWALK COMPLETE IN PLACE AS DETAILED AND SPECIFIED | SY | 5,142.00 | $ | 52.50 | $ | 269,955.00 |
| A9 | PEDESTRIAN RAMPS COMPLETE IN PLACE AS DETAILED AND SPECIFIED | EA | 28.00 | $ | 998.19 | $ | 27,949.32 |
| A10 | CONCRETE VALEY GUTTERS COMPLETE IN PLACE AS DETAILED AND SPECIFIED | EA | 5.00 | $ | 5,767.57 | $ | 28,837.85 |
| A11 | 4" SCHEDULE 40 PVC IRRIGTION SLEEVES | LF | 268.00 | $ | 31.26 | $ | 8,377.68 |
| A12 | STREET END BARRICADE COMPLETE IN PLACE AS DETAILED AND SPECIFIED | EA | 3.00 | $ | 1,093.92 | $ | 3,281.76 |
| A13 | CONSTRUCTION STAKING | LS | 1.00 | $ | 14,204.26 | $ | 14,204.26 |
| A14 | CEMENT STABILIZED BASE | CY | 80.00 | $ | 69.00 | $ | 5,520.00 |
| A15 | FLOWFILL ALONG SIDE OF PIPE (2' WIDE AND 4' DEEP) | CY | 20.00 | $ | 315.00 | $ | 6,300.00 |
| A16 | GUARDRAIL | LF | 288.00 | $ | 128.00 | $ | 36,864.00 |
| | | | | | | | |
| | **SUBTOTAL STREETS** | | | | | **$** | **1,524,097.37** |

| | STORMWATER/DRAINAGE | | | | | | |
|---|---|---|---|---|---|---|---|
| B1 | MOBILIZATION, LUMP SUM | LS | 1.00 | $ | 171,947.38 | $ | 171,947.38 |
| B2 | CLEARING AND GRUBBING ROW, SPOILS AND UTILITY EASEMENTS COMPLETE IN PLACE AS DETAILED AND SPECIFIED | LS | 1.00 | $ | 125,800.36 | $ | 125,800.36 |
| B3 | DRAINAGE, ROADWAY, POND AND LOT GRADING EARTHWORK TO SUBGRADE (CUT), COMPLETE IN PLACE AS DETAILED AND SPECIFIED* | CY | 114,000.00 | $ | 7.11 | $ | 810,540.00 |
| B4 | DRAINAGE, ROADWAY, POND AND LOT GRADING EARTHWORK TO SUBGRADE (FILL), COMPLETE IN PLACE AS DETAILED AND SPECIFIED* | CY | 110,000.00 | $ | 4.09 | $ | 449,900.00 |
| B5 | REMEDIATE FILL PER GEOTECH RECOMMENDATION (SEE "REMEDIATION REPORT" AND SHEET 21 FOR DETAILS). COMPLETE IN PLACE AS DETAILED AND SPECIFIED | CY | 100.00 | $ | 612.59 | $ | 61,259.00 |
| B6 | STABILIZED CONSTRUCTION ENTRANCE AS DETAILED AND SPECIFIED | EA | 2.00 | $ | 1,072.01 | $ | 2,144.02 |
| B7 | CURB INLET PROTECTION COMPLETE IN PLACE AS DETAILED AND SPECIFIED | EA | 38.00 | $ | 92.98 | $ | 3,533.24 |
| B8 | AREA INLET PROTECTION COMPLETE IN PLACE AS DETAILED AND SPECIFIED | EA | 2.00 | $ | 103.92 | $ | 207.84 |
| B9 | SILT FENCE COMPLETE IN PLACE AS DETAILED AND SPECIFIED | LF | 11,774.00 | $ | 2.68 | $ | 31,554.32 |
| B10 | TREE PROTECTION COMPLETE IN PLACE AS DETAILED AND SPECIFIED | LF | 7,925.00 | $ | 3.78 | $ | 29,956.50 |
| B11 | ROCK BERMS | LF | 235.00 | $ | 24.07 | $ | 5,656.45 |
| B12 | REVEGETATION COMPLETE IN PLACE AS DETAILED AND SPECIFIED | SY | 48,300.00 | $ | 1.78 | $ | 85,974.00 |
| B13 | CURLEX MATTING ALONG 3:1 SLOPES AS DETAILED AND SPECIFIED | SY | 18,152.00 | $ | 1.37 | $ | 24,868.24 |
| B14 | VEGETATIVE FILTER STRIPS | SY | 630.00 | $ | 14.45 | $ | 9,103.50 |
| B15 | CONCRETE WASHOUT AREA | EA | 1.00 | $ | 601.65 | $ | 601.65 |
| B16 | 18" REINFORCED CONCRETE PIPE, CLASS 3 COMPLETE IN PLACE AS DETAILED AND SPECIFIED | LF | 3,182.00 | $ | 60.53 | $ | 192,606.46 |
| B17 | 18" REINFORCED CONCRETE PIPE, CLASS 4 COMPLETE IN PLACE AS DETAILED AND SPECIFIED | LF | 72.00 | $ | 62.51 | $ | 4,500.72 |
| B18 | 24" REINFORCED CONCRETE PIPE, CLASS 3 COMPLETE IN PLACE AS DETAILED AND SPECIFIED | LF | 1,440.00 | $ | 78.50 | $ | 113,040.00 |
| B19 | 30" REINFORCED CONCRETE PIPE, CLASS 3 COMPLETE IN PLACE AS DETAILED AND SPECIFIED | LF | 788.00 | $ | 106.05 | $ | 83,567.40 |
| B20 | 36" REINFORCED CONCRETE PIPE, CLASS 3 COMPLETE IN PLACE AS DETAILED AND SPECIFIED | LF | 361.00 | $ | 139.87 | $ | 50,493.07 |
| B21 | 48" REINFORCED CONCRETE PIPE, CLASS 3 COMPLETE IN PLACE AS DETAILED AND SPECIFIED | LF | 315.00 | $ | 252.96 | $ | 79,682.40 |
| B22 | 6'X3' REINFORCED CONCRETE BOX, CLASS 3 COMPLETE IN PLACE AS DETAILED AND SPECIFIED | LF | 80.00 | $ | 426.32 | $ | 34,105.60 |
| B23 | 6'X4' REINFORCED CONCRETE BOX, CLASS 3 COMPLETE IN PLACE AS DETAILED AND SPECIFIED | LF | 238.00 | $ | 461.92 | $ | 109,936.96 |
| B24 | 10'X4' REINFORCED CONCRETE BOX, CLASS 3 COMPLETE IN PLACE AS DETAILED AND SPECIFIED | LF | 92.00 | $ | 841.98 | $ | 77,462.16 |
| B25 | 4' DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED | EA | 16.00 | $ | 4,250.35 | $ | 68,005.60 |
| B26 | 5' DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED | EA | 3.00 | $ | 5,130.65 | $ | 15,391.95 |
| B27 | 6' DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED | EA | 2.00 | $ | 7,179.96 | $ | 14,359.92 |
| B28 | 4' X 4' JUNCTION BOX COMPLETE IN PLACE AS DETAILED AND SPECIFIED | EA | 1.00 | $ | 4,232.38 | $ | 4,232.38 |
| B29 | 5' X 5' JUNCTION BOX COMPLETE IN PLACE AS DETAILED AND SPECIFIED | EA | 1.00 | $ | 6,165.42 | $ | 6,165.42 |
| B30 | 6' X 4' JUNCTION BOX COMPLETE IN PLACE AS DETAILED AND SPECIFIED | EA | 2.00 | $ | 6,122.26 | $ | 12,244.52 |
| B31 | 4' X 4' AREA INLET COMPLETE IN PLACE AS DETAILED AND SPECIFIED | EA | 2.00 | $ | 4,671.28 | $ | 9,342.56 |
| B32 | 10' CURB INLET INCL. TRANSITIONS COMPLETE IN PLACE AS DETAILED AND SPECIFIED | EA | 26.00 | $ | 5,010.01 | $ | 130,260.26 |
| B33 | 15' CURB INLET INCL. TRANSITIONS COMPLETE IN PLACE AS DETAILED AND SPECIFIED | EA | 12.00 | $ | 8,256.40 | $ | 99,076.80 |
| B34 | TRENCH SAFETY ALL DEPTHS, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | LF | 6,568.00 | $ | 1.09 | $ | 7,159.12 |
| B35 | CONSTRUCTION STAKING | LS | 1.00 | $ | 8,982.17 | $ | 8,982.17 |
| B36 | 18" HEADWALL COMPLETE IN PLACE AS DETAILED AND SPECIFIED | EA | 2.00 | $ | 4,134.64 | $ | 8,269.28 |
| B37 | 24" HEADWALL COMPLETE IN PLACE AS DETAILED AND SPECIFIED | EA | 1.00 | $ | 4,870.73 | $ | 4,870.73 |
| B38 | 30" HEADWALL COMPLETE IN PLACE AS DETAILED AND SPECIFIED | EA | 1.00 | $ | 5,718.04 | $ | 5,718.04 |
| B39 | 36" HEADWALL COMPLETE IN PLACE AS DETAILED AND SPECIFIED | EA | 1.00 | $ | 7,119.50 | $ | 7,119.50 |
| B40 | 48" HEADWALL COMPLETE IN PLACE AS DETAILED AND SPECIFIED | EA | 1.00 | $ | 9,212.05 | $ | 9,212.05 |
| B41 | 18" CITY OF LEANDER SLOPED HEADWALL COMPLETE IN PLACE AS DETAILED AND SPECIFIED | EA | 1.00 | $ | 3,024.45 | $ | 3,024.45 |
| B42 | TXDOT HEADWALL COMPLETE IN PLACE AS DETAILED AND SPECIFIED | EA | 4.00 | $ | 50,308.52 | $ | 201,234.08 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| B43 | CITY OF AUSTIN TYPE 1 ROCK RIP RAP COMPLETE IN PLACE AS DETAILED AND SPECIFIED | SY | 174.00 | $ | 39.97 | $ | 6,954.78 |
| B44 | CITY OF AUSTIN TYPE II ROCK RIP RAP COMPLETE IN PLACE AS DETAILED AND SPECIFIED | SY | 104.00 | $ | 63.49 | $ | 6,602.96 |
| B45 | CITY OF AUSTIN TYPE VI ROCK RIP RAP COMPLETE IN PLACE AS DETAILED AND SPECIFIED | SY | 92.00 | $ | 140.34 | $ | 12,911.28 |
| B46 | CITY OF AUSTIN TYPE VII ROCK RIP RAP COMPLETE IN PLACE AS DETAILED AND SPECIFIED | SY | 100.00 | $ | 169.32 | $ | 16,932.00 |
| B47 | GROUTED ROCK RIP RAP COMPLETE IN PLACE AS DETAILED AND SPECIFIED | SY | 610.00 | $ | 125.30 | $ | 76,433.00 |
| B48 | SMARTBATCH DETENTION OUTLET STRUCTURE | EA | 2.00 | $ | 49,983.30 | $ | 99,966.60 |
| B49 | DETENTION POND ACCESS DRIVEWAYS | EA | 2.00 | $ | 2,728.88 | $ | 5,457.76 |
| B50 | DETENTION POND OUTLET STRUCTURE (STRUCTURAL DESIGN TO INCLUDE IN BID FOR OUTFALL STRUCTURE) | EA | 2.00 | $ | 72,281.53 | $ | 144,563.06 |
| B51 | POND LINER COMPLETE IN PLACE AS DETAILED AND SPECIFIED | SY | 16,850.00 | $ | 31.14 | $ | 524,709.00 |
| B52 | ARMORMAX COMPLETE IN PLACE AS DETAILED AND SPECIFIED | SY | 474.00 | $ | 44.85 | $ | 21,258.90 |
| B53 | CONCRETE CHANNEL COMPLETE IN PLACE AS DETALED AND SPECIFIED | SY | 530.00 | $ | 84.63 | $ | 44,853.90 |
| B54 | CULVERT ITEMS | LS | 1.00 | $ | 819,065.98 | $ | 819,065.98 |
| B55 | DEDUCT CONCRETE RIP RAP | SY | (530.00) | $ | 80.00 | $ | (42,400.00) |
| B56 | ADD CONCRETE RIP RAP | SY | 281.00 | $ | 80.00 | $ | 22,480.00 |
| | | | | | | | |
| | **SUBTOTAL STORMWATER/DRAINAGE** | | | | | **$** | **4,932,899.32** |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| | **WATER** | | | | | | |
| C1 | 8" C900 PVC WATER MAIN COMPLETE IN PLACE AS DETAILED AND SPECIFIED | LF | 6,386.00 | $ | 52.34 | $ | 334,243.24 |
| C2 | 12" C900 PVC WATER MAIN COMPLETE IN PLACE AS DETAILED AND SPECIFIED | LF | 1,498.00 | $ | 89.80 | $ | 134,520.40 |
| C3 | CONNECT TO EXISTING WATER LINE AND REMOVE EX. BLOWOFF VALVE COMPLETE IN PLACE AS DETAILED AND SPECIFIED | EA | 2.00 | $ | 2,991.56 | $ | 5,983.12 |
| C4 | BLOWOFF VALVE COMPLETE IN PLACE AS DETAILED AND SPECIFIED | EA | 4.00 | $ | 6,993.24 | $ | 27,972.96 |
| C5 | 8" GATE VALVE COMPLETE IN PLACE AS DETAILED AND SPECIFIED | EA | 20.00 | $ | 2,323.45 | $ | 46,469.00 |
| C6 | 12" GATE VALVE COMPLETE IN PLACE AS DETAILED AND SPECIFIED | EA | 4.00 | $ | 3,652.35 | $ | 14,609.40 |
| C7 | FIRE HYDRANT ASSEMBLY (6" VALVE, 6" DUCTILE IRON LEED, AND TEE) COMPLETE IN PLACE AS DETAILED AND SPECIFIED | EA | 19.00 | $ | 6,309.42 | $ | 119,878.98 |
| C8 | AIR RELEASE VALVE COMPLETE IN PLACE AS DETAILED AND SPECIFIED | EA | 5.00 | $ | 4,845.12 | $ | 24,225.60 |
| C9 | SINGLE WATER SERVICE COMPLETE IN PLACE AS DETAILED AND SPECIFIED | EA | 18.00 | $ | 1,523.15 | $ | 27,416.70 |
| C10 | DOUBLE WATER SERVICE COMPLETE IN PLACE AS DETAILED AND SPECIFIED | EA | 55.00 | $ | 1,934.10 | $ | 106,375.50 |
| C11 | SAFETY TRENCH COMPLETE IN PLACE AS DETAILED AND SPECIFIED | LF | 7,884.00 | $ | 0.55 | $ | 4,336.20 |
| C12 | TESTING (HYDROSTATIC) & CHLORINATION | LF | 7,884.00 | $ | 1.04 | $ | 8,199.36 |
| C13 | 2" WATER LINE TO AMENITY | LF | 60.00 | $ | 50.00 | $ | 3,000.00 |
| C14 | 16" C900 PVC WATER | LF | 55.00 | $ | 424.88 | $ | 23,368.40 |
| C15 | 16" GATE VALVE | EA | 1.00 | $ | 12,795.80 | $ | 12,795.80 |
| C16 | 16" BLOWOFF VALVE | EA | 1.00 | $ | 7,955.35 | $ | 7,955.35 |
| | | | | | | | |
| | **SUBTOTAL WATER** | | | | | **$** | **901,350.01** |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| | **WASTEWATER** | | | | | | |
| D1 | 8" SDR 26 ASTM D3034 PVC GRAVITY WASTEWATER ALL DEPTHS COMPLETE IN PLACE AS DETAILED AND SPECIFIED | LF | 5,967.00 | $ | 58.90 | $ | 351,456.30 |
| D2 | 12" SDR 26 ASTM D3034 PVC GRAVITY WASTEWATER ALL DEPTHS COMPLETE IN PLACE AS DETAILED AND SPECIFIED | LF | 2,143.00 | $ | 84.06 | $ | 180,140.58 |
| D3 | SINGLE GRAVITY SEWER LATERAL COMPLETE IN PLACE AS DETAILED AND SPECIFIED | EA | 29.00 | $ | 2,184.54 | $ | 63,351.66 |
| D4 | DOUBLE GRAVITY SEWER LATERAL COMPLETE IN PLACE AS DETAILED AND SPECIFIED | EA | 49.00 | $ | 2,789.12 | $ | 136,666.88 |
| D5 | 4' DIAMETER PRECAST CONCRETE WASTEWATER MANHOLE, (ALL DEPTHS) INCLUDING COATING, AND RING AND LID COMPLETE IN PLACE AS DETAILED AND SPECIFIED | EA | 45.00 | $ | 6,076.08 | $ | 273,423.60 |
| D6 | 4' DIAMETER DROP CONCRETE WASTEWATER MANHOLE,INCLUDING COATING, AND RING AND LID COMPLETE IN PLACE AS DETAILED AND SPECIFIED | EA | 4.00 | $ | 11,315.56 | $ | 45,262.24 |
| D7 | 5' DIAMETER CONCRETE WASTEWATER MANHOLE,INCLUDING COATING, AND RING AND LID COMPLETE IN PLACE AS DETAILED AND SPECIFIED | EA | 1.00 | $ | 10,752.03 | $ | 10,752.03 |
| D8 | 5' DIAMETER DROP CONCRETE WASTEWATER MANHOLE,INCLUDING COATING, AND RING AND LID COMPLETE IN PLACE AS DETAILED AND SPECIFIED | EA | 1.00 | $ | 13,983.73 | $ | 13,983.73 |
| D9 | CONNECT TO EXISTING STUB | EA | 1.00 | $ | 2,801.45 | $ | 2,801.45 |
| D10 | TRENCH SAFETY ALL DEPTHS, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | LF | 8,110.00 | $ | 1.09 | $ | 8,839.90 |
| D11 | TESTING | LF | 8,110.00 | $ | 1.97 | $ | 15,976.70 |
| D12 | 8" SDR 26 GRAVITY WW | LF | 117.00 | $ | 61.85 | $ | 7,236.45 |
| D13 | 4' DIAMETER PRECAST WW MANHOLE | EA | 1.00 | $ | 6,379.88 | $ | 6,379.88 |
| D14 | END & PLUG | EA | 1.00 | $ | 2,801.45 | $ | 2,801.45 |
| D15 | TRENCH SAFETY ALL DEPTHS | LF | 117.00 | $ | 0.76 | $ | 89.38 |
| D16 | STAKING | LS | 1.00 | $ | 1,130.64 | $ | 1,130.64 |
| D17 | TESTING | LF | 117.00 | $ | 1.38 | $ | 161.54 |
| | | | | | | | |
| | **SUBTOTAL WASTEWATER** | | | | | **$** | **1,120,454.41** |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| | **STREETLIGHTS** | | | | | | |
| E1 | STREET LIGHTS INCLUDING CONDUIT, METER AND ALL APPURTENANCES, PER EACH, COMPLETE IN PLACE AS DETAILED AND SPECIFIED | LS | 1.00 | $ | 482,685.63 | $ | 482,685.63 |
| | | | | | | | |
| | **SUBTOTAL STREETLIGHTS** | | | | | **$** | **482,685.63** |

# CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project Edgewood Phase 1 Section 1

Job No. 22057

On receipt by the signer of this document of a check from M/I Homes of Texas (maker of check) in the sum of $ 580,571.72 payable to Liberty Civil Construction, LLC (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of M/I Homes of Texas (owner) located at Leander, TX (location) to the following extent: subdivision improvements (job description).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to M/I Homes of Texas (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Date 11/22/2022

Liberty Civil Construction, LLC (Company name)

By _____ (Signature)

Director of Project Management (Title)

SUBSCRIBED AND SWORN TO BEFORE ME this the 22 day of November, 2022.

_____

NOTARY PUBLIC, in and for the State of Texas

My Commission Expires: 03/04/2024

STACY SMALL
Notary Public, State of Texas
Comm. Expires 03-04-2024
Notary ID 11068934

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

STATE OF TEXAS '
COUNTY OF WILLIAMSON '

| | |
|---|---|
| Date: | January 12, 2023 |
| Developer: | M/I Homes of Austin, LLC. |
| Contractor/Material Provider ("Affiant"): | Liberty Civil Construction, LLC. |
| Project: | **Edgewood Phase 1, Section 1 Public Improvements Construction Plans (21-PICP-023)** |

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

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

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

Initialed: _____

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

**AFFIANT:**

Signature: _____

Typed Name: Michael Ehrhardt

Title: President

STATE OF TEXAS '
'
COUNTY OF WILLIAMSON '

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

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

[S E A L]

STACY SMALL
Notary Public, State of Texas
Comm. Expires 03-04-2024
Notary ID 11068934

_____
Notary in and for the State of Texas

Name: Stacy Small

My commission expires: 03/04/2024

Initialed: _____

**AGENDA ITEM # 21**

**EXECUTIVE SUMMARY**
**03/16/2023**

## AGENDA SUBJECT:

Approval of Amendment 4 toTask Order WAL-2, Professional Services Agreement with Walker Partners, LLC, for revising construction documents of Downtown Fire Improvement projects (CIP W.22) to relocate a bore pit and temporary construction easement from one private property to another, in the amount of $12,750.00; for a new contract total of $273,972.00; and authorize the City Manager to execute any and all necessary documents.

## BACKGROUND:

On June 17, 2021, the City Council approved Task Order WAL-2 with Walker Partners, LLC, for the W.22 Downtown Fire Improvement project, in the amount of $195,000.00, to engineer, design, and administrate the installation of larger water lines which facilitate and comply with adequate and required water flow for firefighting demands within the Old Town area.

To facilitate the installation of the larger water lines outside of the curbline and street, the City has had to obtain Rights-of-Entry and easements from private property owners. Obtaining one such easement has been a delay to the project and a potential high dollar risk to the City. To mitigate this risk and to push the project forward, at a lower cost, a specific easement for a pipe bore pit will be relocated to an adjacent property. This requires new survey drawings, easement notes, and revisions to the construction documents, which will add $12,750.00 to the current total agreement amount of $261,222.00; for a revised construction amount of $273,972.00.

## HISTORY/TIMELINE:

06/17/2021 - Council approved Task Order WAL-2 for $195,000.00
11/18/2021 - Council approved Amendment 1 for $60,722.00
05/23/2022 - City Manager approved Amendment 2 for 5,500.00
09/30/2022 - Executive Director Infrastructure approved Amendment 3 no change in cost

## RECOMMENDATION:

Staff recommends approval of the additional services from Walker Partners and finalizing Amendment 4 to the agreement for a total amount of $12,750.00, and authorizing the City Manager to execute any and all necessary documents.

## PRESENTER:

Tony Bettis, PMP, CIP Project Manager

## Fiscal Impact

| | |
|---|---|
| **Amount requested:** | $12,750.00 |
| **Approved in current budget (Yes / No):** | Yes |
| **Expenditure (New / Amended):** | Amended |
| **Recurring or one-time:** | One-Time |
| **Fund source (Operating / Utility / etc.):** | 27-02-8650 CIP Water |

## Attachments

1. Amendment 4 to Task Order WAL-2

## TASK ORDER AMENDMENT FOR PROFESSIONAL SERVICES

## TASK ORDER AMENDMENT NO. 4 TO TASK ORDER NO. WAL-2

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

# CITY OF LEANDER
# DOWNTOWN FIRE IMPROVEMENTS

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### A. AMENDMENT DESCRIPTION

The Engineer will modify their scope of surveying and engineering services to include revising their construction plans to remove the temporary construction easement on the property owned by CJJJP, LLC, at the northeast corner of the Alley and West Drive along with the bore pit at this location and relocate the same to the southeast corner of the Alley and West Drive on the property owned by 305 Willis Street, LLC. The Engineer will update all construction drawings impacted by the change; create a new temporary construction easement document on the property owned by 305 Willis Street, LLC; and re-submit construction plans through the City's permitting process on the HUB.

### B. SCOPE OF SERVICES

The Engineer will provide additional surveying and design services as described in Exhibit A – Scope of Services for Amendment No. 4.

### C. DELIVERABLES

The Engineer will provide deliverables as described in Exhibit A – Scope of Services for Amendment No. 4.

### D. BASIS OF COMPENSATION

The total compensation for Amendment No. 4 to the Downtown Fire Improvements shall be based on Time & Materials of the Not to Exceed amount of **Twelve Thousand Seven Hundred Fifty and No/100 Dollars ($12,750.00)** without prior authorization from the Owner, for a total authorized amount of $273,972.00. The City shall make payments to the Engineer, for performing the engineering services described, on a monthly billing basis in accordance with monthly statements submitted by the Engineer and approved by the City. Final payment shall be due upon completion of the services described.

### E. TIME FOR COMPLETION

The Engineer will work expeditiously to complete the services described herein in the shortest length of time possible (coinciding with the proposed schedule attached). The Engineer will begin work as soon as authorized. Total design phase services are anticipated to take three (3) additional weeks from the date of approval of this Amendment No. 4. This amendment extends the deadline to provide the City with permitted Construction Documents for Bidding from the January 3, 2023, deadline proposed in Amendment No. 3 to April 28, 2023, assuming: this amendment is signed by March 3, 2023, easement acquisition is able to be completed by April 26, 2023, and City permit review takes 30 days or less. An updated schedule is attached.

APPROVED:

CITY OF LEANDER, TEXAS

By _____
Richard B. Beverlin, III
Title City Manager

Attest _____

Date _____

ACCEPTED:

WALKER PARTNERS, LLC

By _____
Aaron Archer, P.E.
Title Vice President

Attest Nancy Nichols

Date February 16, 2023

# EXHIBIT A
# SCOPE OF SERVICES FOR AMENDMENT NO. 4

## 1.0 SCOPE OF SERVICES

### 1.01 SURVEYING SERVICES

**A. Easement Documents (Phase 16)**

1. In accordance with the current contract, one (1) additional easement document will be prepared for the City at the cost of $2,750/Easement Document to relocate the temporary construction easement and bore pit. It will be the City's responsibility to negotiate with landowner regarding easement. The Engineer shall prepare easement documents (metes and bound and field notes) for the City to use in acquisition of easements, as needed.

### 1.02 ENGINEERING BASIC SERVICES

**A. Final Design (100% Bid Ready Submittal) (Phase 41)**

1. Coordinate survey easement document work.
2. Revise Construction Drawings to remove the temporary construction easement (TCE) on the property owned by CJJJP, LLC, at the northeast corner of the Alley and West Drive along with the bore pit at this location and relocate the same to the southeast corner of the Alley and West Drive on the property owned by 305 Willis Street, LLC. The Engineer will update five (5) construction drawings impacted by the change.
3. Perform internal Quality Control / Quality Assurance on plans and address comments.
4. Re-submit construction plans through the City's permitting process on the HUB.
5. Review and address City permitting review comments.
6. Perform final internal Quality Control / Quality Assurance on plans and address comments.

## 2.0 COMPENSATION

See Exhibit B for additional labor and fee summary.

## 3.0 SCHEDULE

See Exhibit C for an updated project schedule.

Walker Partners
engineers ★ surveyors

**EXHIBIT B**

**City of Leander**

**Downtown Fire Improvements**

**Additional Labor and Fee Summary - Amendment No. 4**

| Role | Project Manager | Senior QA/QC Reviewer | Project Engineer | EIT | Designer | Admin Support | Survey Project Manager | Survey Technician | Walker Partners Total Hours | Walker Partners Expenses | Walker Partners Total Fee |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Labor Classification** | **Manager VI** | **Manager VII** | **Proj. Man. III** | **Prof. VII** | **Tech IX** | **Support Staff III** | **Survey Man.** | **Tech VII** | | | |
| **TASK DESCRIPTION** | | | | | | | | | | | |
| **1.01 Surveying Services** | | | | | | | | | | | |
| A. Right-of-Way Survey (Phase 11) | | | | | | | | | | | |
| B. Topographic Survey (Phase 12) | | | | | | | | | | | |
| C. Survey of SUE and Geotech Bores (Phase 12) | | | | | | | | | | | |
| D. Easement Documents (Phase 16) | | | | | | | 7 | 12 | 19 | $ 30 | $2,750 |
| **SURVEY SERVICES SUBTOTAL** | | | | | | | **7** | **12** | **19** | | **$2,750.00** |
| **1.02 Engineering Basic Services** | | | | | | | | | | | |
| A. Preliminary Design (30% Submittal) (Phase 30) | | | | | | | | | | | |
| B. Final Design (90% Submittal) (Phase 40) | | | | | | | | | | | |
| C. Final Design (100% Bid Ready Submittal) (Phase 41) | | | | | | | | | | | |
| 1. Coordinate/Manage Survey Team | | | 4 | | | | | | 4 | | $660 |
| 2. Update five (5) plan sheets | | | 8 | | 8 | | | | 16 | | $2,440 |
| 3. QAQC Plan Changes | | 1 | 8 | | 4 | | | | 13 | | $2,180 |
| 4. Prepare Docs for Permit Resubmittal | | | 4 | | | | | | 4 | | $660 |
| 5. Address Planning Dept. Comments | | | 12 | | 8 | | | | 20 | | $3,100 |
| 6. Final QAQC Plan Changes | | 1 | 4 | | | | | | 5 | | $960 |
| D. Bidding or Negotiating (Phase 50) | | | | | | | | | | | |
| E. Construction Administration (Phase 60) | | | | | | | | | | | |
| **ENGINEERING BASIC SERVICES SUBTOTAL** | | **2** | **40** | | **20** | | | | **62** | | **$10,000.00** |
| **1.03 Special Services** | | | | | | | | | | | |
| A. Subsurface Utility Exploration (SUE) Services (Phase 100) | | | | | | | | | | | |
| B. Geotechnical Subsurface Investigation Services (Phase 101) | | | | | | | | | | | |
| **SPECIAL SERVICES SUBTOTAL** | | | | | | | | | | | |
| **SUBTOTAL** | | **2** | **40** | | **20** | | **7** | **12** | **81** | | **$12,750.00** |

**AGENDA ITEM # 22**

**EXECUTIVE SUMMARY**
**03/16/2023**

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**AGENDA SUBJECT:**

Approval of reimbursable expenses for the cost to oversize utility lines requested by the City pursuant to the Devine Lake Phase 3 Development Agreement; and authorize of the City Manager to execute any and all necessary documents.

**BACKGROUND:**

In July 2016, City Council approved a development agreement with Sixth Street Capital Investors, LP for the Devine Lake subdivision. The agreement was assigned to Devine Land Investments, LLC and Lennar Homes of Texas Land and Construction, LTD for Phase 1 of the project in September 2019 and March 2020, Phase 2 in June 2020 and Phase 3 and 4 in December 2020. The development agreement specifies that the City will reimburse the cost to oversize utility lines requested by the City. The reimbursable expenses are for the incremental cost of oversizing an eight (8")- inch waterline to a twenty (20")- inch waterline and an eight (8')- inch wastewater line to a twenty-one (21")- inch wastewater line. The oversize lines are needed to provide future service to areas west of the Devine Lake development.

The engineer is required to submit the bid tabs for the reimbursable expenses in accordance with Article IV of the development agreement with each phase. Phase 1 and Phase 2 reimbursement expenses were submitted and approved in 2021.

The submitted reimbursable expenses for Phase 3 low bids are $306,150.00 for the waterline and $109,220.00 for the wastewater line. City staff has reviewed the bids and found them acceptable for reimbursement.

The reimbursement for these two expenses will be made by rebating sixty (60%) percent of the water impact fees and wastewater impact fees as future users connect to the lines until the full reimbursable expenses are paid as outlined in the development agreement.

**RECOMMENDATION:**

Staff recommends the approval of the reimbursable amounts of $306,150.00 for the waterline and $109,220.00 for the wastewater line by rebating the impact fees at a sixty (60%) percent rate until the total amounts are reached and authorization of the City Manager to negotiate and execute all necessary documents.

**PRESENTER:**

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

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**Fiscal Impact**

| | |
|---|---|
| **Amount requested:** | $306,150.00 |
| **Approved in current budget (Yes / No):** | Yes |
| **Expenditure (New / Amended):** | Amended |
| **Recurring or one-time:** | One-Time |
| **Fund source (Operating / Utility / etc.):** | 25-09-6644 Water Impact Fees |

| | |
|---|---|
| **Amount requested:** | $109,220.00 |

| | |
|---|---|
| **Approved in current budget (Yes / No):** | Yes |
| **Expenditure (New / Amended):** | Amended |
| **Recurring or one-time:** | One-Time |
| **Fund source (Operating / Utility / etc.):** | 26-09-6644 WW Imp Fees |

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**Attachments**

1. Devine Lake Development Agreement
2. Devine Lake Bid Tab

# DEVELOPMENT AGREEMENT
# FOR THE DEVINE LAKE SUBDIVISION

This Development Agreement for the Devine Lake Subdivision (the "Agreement") is made and entered into, effective as of the 7th day of July, 2016, by and between the **City of Leander, Texas**, a Texas home rule municipal corporation (the "City"), **Sixth Street Capital Investors, LP,** a California Limited Partnership, and **Devine Land Investments, LLC**, a Nevada limited liability company (the "Developers"). The City and the Developer are sometimes referred to herein as the "Parties." The Parties agree as follows.

## Article I. Purpose; Consideration.

**1.01. Purpose.** The Developer owns or has under contract the right to purchase that certain 208 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 as a mixed use development containing residential units and commercial uses (the "Subdivision"). The Developer desires to provide for the construction, operation and maintenance of certain water, wastewater, and drainage improvements as described herein. The Developer further desires to modify certain development standards applicable to the Subdivision as provide in Article V. The City desires that Developer oversize the water and wastewater facilities described herein so that such facilities may serve customers located outside the Property.

**1.02. Benefits.** Developer will benefit from the certainty and assurance of the obligations related to the construction, operation, and maintenance of water, wastewater, and drainage facilities provided for herein, and from the modification of certain development standards as provided in Article V. The City will benefit from this Agreement by virtue of the oversizing of water and wastewater infrastructure as provided herein.

**1.03. Consideration.** The benefits to the Parties set forth in this Article I, plus the mutual promises expressed herein, are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by both Parties.

## Article II. Term; Termination.

**2.01. Term.** The term of this Agreement shall be ten (10) years from the Effective Date hereof, subject to earlier termination as provided in this Agreement.

**2.02. Termination.** 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 fails to comply with this Agreement or fails to meet any deadlines imposed by this Agreement or the City's ordinances, after expiration of the cure period set forth in Section 9.01.

## Article III. Right-of-Way Dedications and Improvements

**3.01. San Gabriel Parkway.** The Developer will dedicate right-of-way for the portions of San Gabriel Parkway (the "SGP ROW") located within the boundaries of the Property along the route generally shown in the City's Transportation Plan and **Exhibit "B"** and as will be more particularly shown on the approved construction plans and final plat for each phase of the Subdivision. Where one-half of the SGP ROW is located on the Property and one-half is located on the abutting property, the SGP ROW dedication shall not exceed 55 feet in width. For the remaining portions of the SGP ROW located on the Property, the SGP ROW dedication shall not exceed 110 feet in width. The SGP ROW right-of-way will be dedicated at the time right-of-way dedications are required to be made under Chapter 10 of the City's Code of Ordinances (the "Subdivision Ordinance"). The Developer shall further design and construct San Gabriel Parkway, at Developer's sole cost and expense, in accordance with this Agreement, the Subdivision Ordinance, the approved construction plans, applicable local, state, and federal regulations and good design and engineering practices; provided, that Developer is not obligated to construct more than one-half of the full roadway section of San Gabriel Parkway; provided that the Developer will be responsible for the full cost of the design and construction of the full width of San Gabriel Parkway at its intersection with Bagdad Road and the transition to the one-half of the full roadway section of San Gabriel Parkway.

**3.02. Bagdad Road ROW Dedication.** The Developer will dedicate the property described in **Exhibit "C"** attached hereto and incorporated herein for all purposes for right-of-way for Bagdad Road within thirty (30) days of written request by the City.

**3.03. Signal Improvements.** The Developer shall pay a fee in lieu of performing a traffic impact analysis for the Subdivision in the amount of $126 per residential dwelling unit (the "TIA Fee"). The TIA Fee shall satisfy any obligation the Developer may have to construct or pay for construction of signal improvements for the intersection of San Gabriel Parkway and Bagdad Road (the "Signalization Improvements") and any other off-site traffic improvements. The TIA Fee shall be paid prior to the time of recording of the final plat for each phase of the Subdivision. The TIA Fee shall be deposited in a city account that will be specifically dedicated for transportation improvements and shall be used for the Signalization Improvements and for other transportation improvements in the general vicinity of the Subdivision as determined appropriate by the director of public works.

## Article IV. Developer's Water and Wastewater Utility Projects

**4.01. Water Line Project.** The Water Line Project consists of the construction, installation, and extension of an eight inch (8") water line, oversized to a twenty inch ("20") water line, from the eastern right-of-way line of Bagdad Road to the western property line of the property as shown in **Exhibit "D"** (the "Water Line Project"). Where the Water Line Project is located

through the two lots of the Subdivision as shown in **Exhibit "D"** (the "Water Line Lots") and under San Gabriel Parkway, the water line will be encased in steel encasement. The Developer shall grant the City a ten foot wide water line easement (the "Easement") upon, over, and across the Water Line Lots, with five feet of the Easement being located on each lot, on the final plat that includes the Water Line Lots. The Water Line Project includes the water line and those facilities and equipment required for the water line to function efficiently, to provide service to the Property, and to comply with all applicable state and local rules, regulations and standards and good design and engineering practices.

**4.02. Wastewater Line Project.** The Wastewater Line Project consists of the construction, installation, and extension of an eight inch (8") wastewater gravity line, oversized to a twenty-one inch (21") wastewater gravity line, along the route approved by the City and generally shown in **Exhibit E**. The Wastewater Line Project includes the wastewater gravity line and those facilities and equipment required for the wastewater gravity line to function efficiently, to provide service to the Property, and to comply with all applicable state and local rules, regulations and standards and good design and engineering practices.

**4.03. Standards for Utility Project.** The Water Line Project or a phase thereof and the Wastewater Project or a phase thereof shall be referred to collectively as the "Utility Project". Developer shall contract for, fund, and pay for the design, construction and installation the Utility Project in accordance with this Agreement, the approved construction plans, applicable local, state, and federal regulations, and good design and engineering practices. The Developer may construct the Utility Project in one or more phases. Each phase of the Utility Project shall be completed by Developer and Developer shall obtain City acceptance of the Utility Project in accordance with the procedures and time frames set forth in the Subdivision Ordinance. The Developer shall be entitled to water and wastewater impact fee rebates and if applicable City Cost Participation, as provided in Section 4.05, Section 4.06, 4.10 and Article VII, subject to the provisions and limitations set forth in this Agreement.

**4.04. Utility Project Engineer.** Developer will retain a licensed professional engineer to prepare the design, construction plans and specifications, and supporting documentation for the Utility Project in accordance with good engineering practices, the design and construction standards of all applicable state and local regulations and this Agreement ("Utility Project Engineer"). The Utility Project Engineer will work and coordinate with the City Engineer to obtain the timely review and approval by Developer, the City Engineer and the Director of Development Services of the design, plans, specifications and construction of the Utility Project or a phase thereof. The Developer shall obtain City Council approval of the Reimbursable Costs of the Utility Project or a phase thereof (defined in Section 4.06) before the Developer commences work on the Utility Project. Developer shall be responsible for ensuring that the Utility Project Engineer complies with the terms of this Agreement, including with regard to the responsibilities assigned to the Utility Project Engineer herein.

**4.05. Bidding of the Utility Project.**

(a) The Project Engineer will advertise the Utility Project for sealed competitive bids in compliance with the Texas Local Government Code based on the City Engineer approved design, plans and specifications, and recommend the lowest qualified bidder/contractor to Developer and the City. The Project Engineer will provide the City Engineer and the City's purchasing agent with: (i) prior written notice of the dates for solicitation of the bids and the opening of the responses to the bid; and (ii) a copy of the notice. Notwithstanding anything contained herein to the contrary, the Developer is responsible for bidding the Utility Project in compliance with Chapter 252, Texas Local Government Code. The Developer will utilize a unit price contract for the Utility Project. The Utility Project will be advertised for bids with alternate bids being required as follows:

(1) For each phase of the Water Line Project will be advertised for bids with an alternate bid being required for a eight-inch water line ("Water Line Alternate #1") and an alternate bid being required for a twenty inch (20") waterline ("Water Line Alternate #2"), together with all equipment and related facilities and structures shown on the City approved plans and specifications for the Water Line Project.

(2) Each phase of the Wastewater Line Project will be advertised for bids with an alternate bid being required for an eight inch (8") wastewater gravity line ("Wastewater Line Alternate #1") and an alternate bid being required for a twenty-one inch (21") wastewater gravity line ("Wastewater Line Alternate #2"), together with all equipment and related facilities and structures shown on the City approved plans and specifications for the Wastewater Line Project.

(3) The responsive bids must clearly and separately demonstrate the amount bid for the Subdivision Improvements not being oversized that will be conveyed to the City upon completion and amounts bid for the Water Line Project (Alternates #1 and #2) and the amounts bid for the Wastewater Line Project (Alternates #1 and #2).

(b) The City Engineer shall evaluate the bids for the Utility Project to determine whether the bids are fair and balanced prior to accepting a recommendation of bid award. Any unbalanced or skewed bids, as determined by bid tabulations may be appropriately corrected or rejected by the City.

(c) Within ten (10) business days of the City's receipt of the bids described in subsection 4.05(a), the City Engineer will notify Developer of his/her decision on whether to recommend to the City Council approval or rejection of the bids and whether the City elects to proceed with the oversizing of the Utility Projects. If the City Engineer recommends approval of the bid, then the approval of the bid will be placed on the next available City Council agenda for action, not to exceed sixty (60) business days from the date the City received the bids.

(d) Developer will contract for the construction of each Utility Project; provided, however, that Developer may, at Developer's sole discretion, elect to not proceed with awarding the construction contract or with the construction of the Utility Project; provided further that at such time that the Developer intends to proceed with design, bidding, and construction of Water Line Alternate #1 or Wastewater Line Alternate #1, the Developer will design, bid, contract for the construction of the Utility Project and cause the Utility Project to be completed and accepted by the City. The City will rebate Water Impact Fees and Wastewater Impact Fees as provided in Article VII below that are paid by: (a) Developer and third parties for retail water and wastewater service to lots and tracts within the Property; and (b) by third parties that obtain City water and wastewater utility service for other land and developments by utilizing the Utility Project. The aggregate total of such rebates shall be up to but shall not exceed the Reimbursable Costs for the Utility Project as competitively bid and constructed by Developer; provided that: (i) Water Impact Fees may only be used to reimburse the Developer for the Reimbursable Costs of the Water Line Project and Wastewater Impact Fees may only be used to reimburse the Developer for the Reimbursable Costs of the Wastewater Project; (ii) if the City elects in its sole discretion to make one or more lump sum payments to the Developer for Reimbursable Costs of the Utility Project as provided in Article VII, the aggregate total of such rebates plus said lump sum payment(s) from the City shall not exceed the Reimbursable Costs for the Utility Project; and (iii) if the City pays for a portion of the Wastewater Line Project with a lump sum payment as set forth in Section 4.10, the sum of such lump sum payment and the Wastewater Impact Fee Rebates shall not exceed the Reimbursable Costs for the Wastewater Line Project.

**4.06. Reimbursable Costs.** The "Reimbursable Costs" for the Utility Project, shall be:

(a) The Reimbursable Costs for the Water Line Project, which shall be the difference between the dollar amount of the approved bid for Water Line Alternate #1 and the dollar amount of the approved bid for Water Line Alternate #2; and

(b) The Reimbursable Costs for the Wastewater Line Project, which shall be the difference between the dollar amount of the approved bid for the Wastewater Line Alternate #1 and the dollar amount of the approved bid for the Wastewater Line Alternate #2.

provided that all such sums and amounts shall have been approved by the City Council prior to the Developer commencing work on the bid Utility Project and paid by Developer and are reasonable, necessary and documented to and approved by the City Engineer and Director of Development Services, or the City Council, as applicable. Developer shall not receive or be entitled to receive any rebates or reimbursements for any of the costs attributable to any portion of the Utility Project that is not oversized and installed and constructed by Developer.

**4.07. Construction Plan Review and Inspection Fees.** The City's construction plan review and

inspection fees will not be applied to the portion of construction costs for the Utility Project that constitutes the Reimbursable Costs for the Utility Project.

**4.08 Easement Acquisition**. As shown on **Exhibit E**, a segment of the wastewater gravity line along Bagdad Road must be constructed on an adjacent parcel of land to connect to the City's existing 15 inch wastewater line in Brushy Creek ("Off-site Wastewater Line"). The Developer is primarily responsible for acquiring a permanent wastewater line easement, a temporary working space easement or similar rights ("Off-site Wastewater Line Easements"); however, the Parties agree to work cooperatively toward acquiring the Off-Site Wastewater Line Easements. As an example and not a limitation, in conjunction with the Bagdad Road capital improvement project, the City will take into consideration a possible assignment for the Off-site Wastewater Line within any easements or Bagdad right of way acquired by the City on the adjacent parcel of land. If Developer desires to proceed with the construction of the Off-site Wastewater Line prior to the City's acquisition of easements and Bagdad Road right of way on the adjacent parcel or the City determines that the Off-site Wastewater Line cannot be constructed within the available City easements and Bagdad Road right of way, then Developer will undertake commercially reasonable efforts to negotiate and acquire the Off-Site Wastewater Line Easements. The City agrees to cooperate and support Developers' acquisition of necessary easements from third parties.

**4.09 Eminent Domain**. The Offsite Wastewater Line and related easements are necessary and required by the City for the City to provide wastewater service to the Property, and for Developer to comply with the City Rules and obtain approval for the development of the Property. The Developer shall pay costs of the acquisition (including the City's costs of such acquisition by condemnation or conveyance in lieu thereof) of any easements or land necessary for the construction of the Offsite Wastewater Line. The City Council has found the development of Property in compliance with this Agreement will serve a public purpose and benefit the economy of the City and the public welfare. Therefore, if Developer determines that it may be necessary for the City to use its eminent domain powers to acquire property or an interest in property to install the Offsite Wastewater Line required by the City pursuant to this Agreement, Developer will make a request to the City to proceed with the acquisition of the easement in compliance with applicable law. In any such event, the City proceeding to acquire such easement shall be subject to a finding by the City Council that such easement is required by the City and is necessary to accomplish a public purpose. The Parties agree to work cooperatively toward allowing the initiation of construction of the Offsite Wastewater Line on an easement being acquired by the City at the earliest time lawfully permitted. Developer shall be responsible for all costs incurred, and for security and deposits required by the City, for or with respect to any such acquisition.

**4.10 City Cost Participation.** If the City elects to proceed with the construction of the Wastewater Line Alternate #2 pursuant to Section 4.05(c) and if the Reimbursable Costs for the Wastewater Line Project exceeds thirty percent (30%) of the approved bid for Wastewater Line Alternate #1, then the City will pay the Reimbursable Costs for the Wastewater Line Project as

follows: (i) Reimbursable Costs for the Wastewater Line equal to an amount that is thirty percent (30%) of the approved bid for Wastewater Line Alternate #1 shall be paid through rebates of Wastewater Impact Fees as provided in Article VII; and (ii) the portion of the Reimbursable Costs for the Wastewater Line Project that exceed thirty percent (30%) of the approved bid for Wastewater Line Alternate #1 shall be paid by the City in lump sum payment within thirty days after the City's acceptance of the Wastewater Line Alternate #2, or phase thereof, as appropriate. If the Reimbursable Costs for the Wastewater Line Project are equal to or less than thirty percent (30%) of the approved bid for Wastewater Line Alternate #1, then the Reimbursable Costs for the Wastewater Line Project will be paid through rebates of Wastewater Impact Fees as provided in Article VII.

## Article V. Development of the Subdivision

**5.01. Subdivision Improvements.** Developer will finance, design, construct and install all required water facilities, streets, drainage facilities and other amenities and improvements within the Property, or outside the boundaries of the Property, at Developer's sole cost and expense (collectively the "**Subdivision Improvements**"), except as otherwise provided in this Agreement. Developer shall plan, plat, build-out, and complete development and construct and install the Subdivision Improvements in compliance with good design and engineering practices, the applicable local, state, and federal regulations, the City Charter, Code of Ordinances and the rules and regulations of the City as amended by this Agreement, this Agreement, and the environmental regulations otherwise applicable to the Property, as amended from time to time.

**5.02. Riparian Corridor.** The riparian corridor setback for the Subdivision is shown in the attached **Exhibit "F"**.

## Article VI. Additional Agreements and Performance

**6.01.** The City hereby agrees:

(a) to coordinate with the Utility Project Engineer on specific design requirements and specifications; and to review, and to approve and sign the plans and specifications for the Utility Project in a timely manner, as appropriate;

(b) to review and approve the plans, specifications and bids for construction of the Utility Project as obtained for and on behalf of the City by Engineer and Developer, as appropriate;

(c) during the course of the Utility Project, to review, approve and sign necessary and appropriate change orders in a timely manner; to perform all inspections of the Utility Project in a timely manner; and to approve the Utility Project in a timely manner if constructed in accordance with the City approved plans and specifications;

(d) after completion and final acceptance by the City of the Utility Project as constructed, to accept the Utility Project as part of the City's water and wastewater utility systems, as appropriate;

(e) after Developer completes construction and obtains City acceptance of the Utility Project and upon Developer completing construction of a phase or section of the Subdivision in compliance with this Agreement and the City giving final acceptance of that phase or section, the City will approve connections to the water system and the wastewater system, as appropriate, and provide such services within the completed phase or section of the Subdivision on the same terms and conditions as then provided within other areas of the City;

(f) to review and process the applications made, and the plans and specifications submitted, by Developer with respect to the Subdivision in accordance with City regulations; and

(g) to timely take such actions as necessary to comply with Chapter 395, Texas Local Government Code to make the Water Impact Fee Rebate and Wastewater Impact Fee Rebate payments.

**6.02.** Developer hereby agrees:

(a) to contract with the Utility Project Engineer for the design, preparation of the plans and specifications, and the provision of the services anticipated to be performed by the Utility Project Engineer for the Utility Project pursuant to and in compliance with Article IV;

(b) to review and approve the plans and specifications for the Utility Project (including the estimated cost of the Utility Project), identify any design errors, defects or insufficiencies, and to advise the City Engineer as to any perceived error, defect or insufficiency prior to approving any such plans and specifications;

(c) to work and coordinate with the City, and to assure the improvements constituting the Utility Project are eligible for funding with capital impact fees pursuant to the City's capital impact fee ordinance, prior to the execution of any contract for construction;

(d) to enter into a contract with an appropriate contractor approved by the City pursuant to competitive bids approved by the City and Developer for construction of the Utility Project;

(e) that any construction or development within the Subdivision shall comply with the City's standards, rules, regulations and ordinances, or better;

(f) for itself and its grantees, successors and assigns, to pay the water and wastewater capital recovery/impact fees the City establishes by ordinance for each lot, tract, parcel or building site in the Subdivision prior to utility service being provided to such lot, tract, parcel or building site, unless the City has elected instead to credit some or all of the amount of the unreimbursed Reimbursable Costs, as herein defined, against the amount of such fees that would otherwise be owed to the City, in which event Developer, its grantees, successors and assigns shall pay the amount of such fees not credited;

(g) to pay to the City all fees and charges provided for or established by the codes, ordinances, rules and regulations of the City, as amended from time to time, for or with respect to the development of the Property, including, but not limited to, zoning and subdivision application fees, building permit fees, water and wastewater tap and use fees

and capital recovery/impact fees (subject to the other terms of this Agreement), except as otherwise provided by this Agreement; and

(h) to pay to the City all legal fees incurred by the City in negotiating and drafting of this Agreement.

## Article VII. Collection and Payment of Impact Fees

**7.01. Payment of Impact Fees.** Developer, its grantees, successors, assigns, and subsequent purchasers of any portion of the Property, agree that each lot, tract, parcel or building site within the Property that will be provided water service or wastewater service by the City shall be required to pay the City's water impact fee (the "Water Impact Fee") and wastewater impact fee (the "Wastewater Impact Fee"), established pursuant to Chapter 395 of the Texas Local Government Code, in the amount that is established by the City Capital Improvements Plan and City ordinance, as amended, from time to time, and that is in effect when the fee is paid. The Water Impact Fee and Wastewater Impact Fee are referred to collectively as the "Impact Fees." The Impacts Fee shall be payable with respect to a lot, tract, parcel, or building site at the time the building permit for each building or structure is applied for or, if no building permit is required, then upon the first to occur of the following: (a) the date construction of the building or structure is first commenced, (b) the date an application is made to the City for a water connection to serve the building or structure, or (c) the date water service is requested for the lot, tract or parcel of land.

**7.02. Impact Fee Rebates.**

(a) Subject to the terms, conditions and limitations of this Agreement, during the Term of this Agreement Developer shall receive a rebate of sixty percent (60%) of the Water Impact Fees paid to the City for connections to the City water utility system within: (i) the Property; and (ii) within land or developments that connect to the Water Line Project by a direct connection or by a water line that is not listed and included in the City Capital Improvements Plan and ordinance that establishes the Water Impact Fees (the "**Water Impact Fee Rebates**"). The Water Impact Fee Rebates will terminate upon the Developer receiving Water Impact Fee Rebates, or a combination of Water Impact Fee Rebates and one or more payments from the City, equal to the Reimbursable Costs for the Water Line Project. The City may at any time, in its sole discretion, pay the Developer all or a portion of the Reimbursable Costs for the Water Line Project from any source of funds available to the City in one or more lump sum payments.

(b) Subject to the terms, conditions and limitations of this Agreement, during the Term of this Agreement Developer shall receive a rebate of sixty percent (60%) of the Wastewater Impact Fees paid to the City for connections to the City wastewater utility system within: (i) the Property; and (ii) within land or developments that connect to the Wastewater Project by a direct connection or by a wastewater line that is not listed and included in the City Capital Improvements Plan and ordinance that establishes the Wastewater Impact Fees (the "**Wastewater Impact Fee Rebates**"). The Wastewater Impact Fee Rebates will

terminate upon the Developer receiving Wastewater Impact Fee Rebates, or a combination of Wastewater Impact Fee Rebates and one or more payments from the City. The City may at any time, in its sole discretion, pay the Developer all or a portion of the Reimbursable Costs for the Wastewater Project from any source of funds available to the City in one or more lump sum payments.

(c) Upon the City's acceptance for ownership, operation and maintenance of a Water Line Project or a phase thereof or a Wastewater Line Project or a phase thereof that is eligible an Impact Fee Rebate, the City's obligation to pay the applicable Water Impact Fee Rebate for the accepted Water Line Project or Wastewater Impact Fee Rebate and, if applicable, the City Cost Participation Amount for the accepted Wastewater Line Project will survive the City's termination of this Agreement pursuant to Section 2.01 or 2.02.

**7.03. Escrow Accounts.**

(a) Commencing on the Effective Date and continuing until the Water Impact Fee Rebates are terminated pursuant to this Agreement, the City will maintain a separate escrow account for the Water Impact Fees (the "Water Escrow Account"). The City will deposit into the Water Escrow Account sixty percent (60%) of the Water Impact Fees paid to and received by the City for connections listed in this Article. The Water Escrow Account will be held by the City and the Water Impact Fee Rebates paid out to Developer as provided in this Agreement. Payments of Water Impact Fee Rebates to Developer shall begin after Developer completes and obtains City acceptance of the Water Line Project.

(b) Commencing on the Effective Date and continuing until the Wastewater Impact Fee Rebates are terminated pursuant to this Agreement, the City will maintain a separate escrow account for the Wastewater Impact Fees (the "Wastewater Escrow Account"). The City will deposit into the Wastewater Escrow Account sixty percent (60%) of the Wastewater Impact Fees paid to and received by the City for connections listed in this Article. The Wastewater Escrow Account will be held by the City and the Wastewater Impact Fee Rebates paid out to Developer as provided in this Agreement. Payments of Wastewater Impact Fee Rebates to Developer shall begin after Developer completes and obtains City acceptance of the Wastewater Project.

**7.04. Payment of Rebates.** Impact Fee Rebates will be paid by the City to Developer quarterly in arrears. Impact Fee Rebates will be paid on or before the 15th day of each April, July, October and January following the date the City receives the Impact Fees. The payments will be in an amount equal to sixty percent (60%) of the Impact Fees collected by City during the three (3) calendar months preceding the month the scheduled payment is due and payable. Notwithstanding any other term or provision of this Agreement, the City will discontinue rebating: (a) Water Impact Fees at such time, if any, as Developer, its grantees, successors and assigns, have been paid Water Impact Fees, or a combination of Water Impact Fee Rebates and one or more payments from the City, in an amount equal to the Reimbursable Costs of the Water Line Project; and (b) Wastewater Impact Fees at such time, if any, as Developer, its grantees, successors and assigns, have been paid Wastewater Impact Fees, or a combination of Wastewater Impact Fee Rebates and one or more

payments from the City, in an amount equal to the Reimbursable Costs of the Wastewater Project.

### Article XIII. Assignment of Commitments and Obligations; Binding Agreement.

**8.01. Assignment.** The Developer's rights and obligations under this Agreement may be assigned in whole or part, to persons purchasing all of the Property or a part of the Property but not to an individual purchaser of lots within a recorded final plat. In the event Developer(s) assign all of their respective rights under this Agreement in conjunction with the conveyance of any unplatted portion of the Property, a written assignment of developer status must be filed of record in the Official Public Records of Williamson County, Texas in order to be effective. Any assignment of Developer's rights and obligations hereunder will not release Developer(s) of their respective obligations under this Agreement for the assigned portion of the Property until the City has approved the written assignment; provided, however, the City shall not unreasonably deny, delay, or condition its approval of the assignment. Notwithstanding the foregoing, the Developer may assign to a third party or otherwise encumber its rights to receive the City Cost Participation Amount, Water Impact Fee Rebates and Wastewater Impact Fee Rebates without the approval of the City; provided Developer must notify the City of the assignment and any change in the name and addressee of the payee.

**8.02. Binding Obligations.** This Agreement shall be binding upon and inure to the benefit of the parties, their successors, and assigns. A fully executed copy of this Agreement shall be recorded in the Official Public Records of Williamson County, Texas within ninety days after the Effective Date. Nothing in this Agreement is intended to impose the Developer's obligations on individual owners that purchase lots for their personal use.

### Article IX. Default and Related Provisions

**9.01. Default.** Notwithstanding anything herein to the contrary, no party shall be deemed to be in default hereunder until the passage of thirty (30) business days after receipt by such party of notice of default from the other party. Upon the passage of thirty (30) 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 thirty (30) 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 or legal remedy not inconsistent with this Agreement or applicable state law. 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.

**9.02. 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.

**9.03. Attorney's Fees.** A party shall not be liable to the other party for attorney fees or costs incurred in connection with any litigation between the parties, in which a party seeks to obtain a remedy from the other party, including appeals and post judgment awards.

**9.04. 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.

**9.05. 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, Williamson County, the City of Leander 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. Any force majeure attributable to the City shall extend the term of this Agreement one day for each day of the force majeure delay.

(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.

## Article X. Notices

**10.01. Notice.** Any notice to be given hereunder by any party to another party shall be in writing and may be affected 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
200 West Willis
P.O. Box 319
Leander, Texas 78646-0319

with copy to:

Knight & Partners
Paige H. Saenz
223 W. Anderson Lane, Suite A105
Austin, Texas 78752

Any notice mailed to the Developer shall be addressed:

Devine Land Investments, LLC
Attn: Gary Blackwell
12345 Ventura Boulevard, Suite H
Studio City, California 91604

With copy to:

Sneed, Vine & Perry, PC
Attn: Robert Kleeman
900 Congress Ave., Suite 300
Austin, Texas 78701

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

## Article XI. Miscellaneous Provisions

**11.01.** The Parties acknowledge the mutual promises and obligations of the Parties expressed herein are good, valuable and sufficient consideration for this Agreement. The Parties further acknowledge the City and Developer voluntarily elected the benefits and obligations of this Agreement, as opposed to the benefits available were Developer to have elected to develop the Property without the benefits and obligations of this Agreement, pursuant to and in compliance

with the applicable City ordinances. 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.

**11.02.** 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.

**11.03.** 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. With respect to the construction of the Utility Project or any phase thereof and the payment of the Impact Fee Rebates and the City Cost Participation Amount, this Agreement is subject to Subchapter I, Chapter 271, Texas Local Government Code.

**11.04.** 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 Developer.

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

**11.06.** 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.

**11.07.** 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.

**11.08.** It is acknowledged and agreed by the Parties that time is of the essence in the performance of this Agreement.

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

Exhibit A – Property Description

Exhibit B – San Gabriel Parkway Right of Way
Exhibit C – Bagdad Road Right of Way
Exhibit D – Water Line Project
Exhibit E – Wastewater Line Project
Exhibit F – Riparian Corridor

EXECUTED in multiple originals this the 7 day of July, 2016.

**CITY:**
**City of Leander, Texas**
a Texas home-rule municipal corporation

Attest:

By: Debbie Haile
Name: Debbie Haile
Title: City Secretary

By:
Name: Christopher Fielder
Title: Mayor

**THE STATE OF TEXAS** §
**COUNTY OF WILLIAMSON** §

This instrument was acknowledged before me on this 7th day of July, 2016, by Christopher Fielder, Mayor of the City of Leander, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

Debora Penberg
Notary Public, State of Texas

(SEAL)

DEBORA PENBERG
MY COMMISSION EXPIRES
June 25, 2017

**DEVELOPER/OWNER:**
**Devine Land Investments, LLC,** a Nevada limited liability company

By:
Name: GARY BLACKWELL
Title: MANAGING MEMBER

**THE STATE OF** CA §
**COUNTY OF** Los Angeles §

This instrument was acknowledged before me on this 06th day of July, 2016, by GARY, BLACKWELL of Devine Land Investments, LLC, a Nevada limited liability company, on behalf of said company.

Susanna Guroghlyan
Notary Public, State of ~~Texas~~ California

(SEAL)

SUSANNA GUROGHLYAN
COMM. #2098579
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My Commission Expires 01/31/2019

CSP1

**Sixth Street Capital Investors, LP,** a California Limited Partnership

By: _____

Name: GARY BLACKWELL

Title: GENERAL PARTNER

**THE STATE OF** CA §

**COUNTY OF** Los Angeles §

This instrument was acknowledged before me on this 06th day of July, 2016, by GARY BLACKWELL of Sixth Street Capital Investors, LP, a California Limited Partnership, on behalf of said company.

(SEAL)

Notary Public, State of CA

SUSANNA GUROGHLYAN
COMM. #2098579
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My Commission Expires 01/31/2019

CSP1

**EXHIBIT "A"**

**Description of Property**

Chaparral

Professional Land Surveying, Inc.
Surveying and Mapping

Office: 512-443-1724
Fax: 512-389-0943

3500 McCall Lane
Austin, Texas 78744

**LEGAL DESCRIPTION**
**119.952 ACRES**

DESCRIPTION OF 119.952 ACRES (APPROXIMATELY 5,225,088 S.F.) OF LAND OUT OF THE CHARLES COCHRAN SURVEY, ABSTRACT 134, SITUATED IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 61.72 ACRE TRACT (TRACT TWO) AND A 141.07 ACRE TRACT (TRACT ONE) OF LAND CONVEYED TO SIXTH STREET CAPITAL INVESTORS, LP, BY GENERAL WARRANTY DEED, DATED JANUARY 10, 2008, RECORDED IN DOCUMENT NO. 2008003820, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 119.925 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2' rebar with "Chaparral" cap set in the south line of said 141.07 acre tract, being also in the north line of a 247.90 acre tract recorded in Volume 2335, Page 849, of the Deed Records of Williamson County, Texas, from which a 1/2" rebar found bears for reference North 68°15'24" East, a distance of 817.17 feet;

**THENCE** South 68°15'24" West, with the common line of the 141.07 acre tract and the 247.90 acre tract, a distance of 2,952.36 feet to a cotton spindle found for the southwest corner of the 141.07 acre tract, being also the northwest corner of the 247.90 acre tract, and in a east line of a 245 acre tract recorded in Volume 465, Page 326, of the Deed Records of Williamson County, Texas;

**THENCE** North 21°14'34" West, with the common line of the 141.07 acre tract and the 245 acre tract, a distance of 1,372.54 feet to a point 1/2" rebar found for a northeast corner of the 245 acre tract, being also a southeast corner of a 327 acre tract recorded in Document No. 9859224, of the Official Records of Williamson County, Texas;

**THENCE** North 21°02'17" West, with the common line of the 141.07 acre tract and the 327 acre tract, a distance of 458.09 feet to a 1/2" rebar with cap stamped set, from which a 1/2" rebar found bears North 21°02'17" West, a distance of 6.92 feet;

**THENCE** leaving the east line of the 327 acre tract, over and across the 141.07 acre tract and the 61.72 acre tract the following nine (9) courses & distances:

1. North 68°53'35" East, a distance of 1,148.61 feet to a 1/2" rebar with "Chaparral" cap set;

2. South 21°01'59" East, a distance of 126.50 feet to a 1/2" rebar with "Chaparral" cap set;

3. North 68°58'01" East, a distance of 1,560.68 feet to a 1/2" rebar with "Chaparral" cap set for the beginning of curve to the left;

4. 9.04 feet along the arc of said curve to the left, having a radius of 188.00 feet, and through a central angle of 02°45'23", the chord of which bears North 40°00'52" East, a distance of 9.04 feet to a 1/2" rebar with "Chaparral" cap set for the beginning of a compound curve to the left

5. 19.60 feet along the arc of said compound curve to the left, having a radius of 18.00 feet, and through a central angle of 62°22'44", the chord of which bears North 07°26'48" East, a distance of 18.64 feet to a 1/2" rebar with "Chaparral" cap set for the beginning of a reverse curve to the right;

6. 91.42 feet along the arc of said reverse curve to the right, having a radius of 77.00 feet, and through a central angle of 68°01'23", the chord of which bears North 10°16'08" East, a distance of 86.14 feet to a 1/2" rebar with "Chaparral" cap set for the beginning of a compound curve to the right;

7. 362.87 feet along the arc of said compound curve to the right, having a radius of 305.00 feet, and through a central angle of 68°10'03", the chord of which bears North 89°41'53" East, a distance of 341.85 feet to a 1/2" rebar with "Chaparral" cap set for the beginning of a reverse curve to the left;

8. 184.16 feet along the arc of said reverse curve to the left, having a radius of 155.00 feet, and through a central angle of 68°04'33", the chord of which bears North 89°44'17" East, a distance of 173.52 feet to a 1/2" rebar with "Chaparral" cap set;

9. North 55°41'57" East, a distance of 225.12 feet to a 1/2" rebar with "Chaparral" cap set in the west right-of-way of Bagdad Road (CR 279)(right-of-width varies), same being in the east line of said 61.72 acre tract, from which a 1/2" rebar found bears North 29°18'31" West, a distance of 500.69 feet;

**THENCE** with the east line of 61.72 acre tract, the east line 114.07 acre tract and the west right-of-way line of Bagdad Road, the following two (2) courses and distances:

1. South 29°18'31" East, a distance of 115.16 feet to a 1/2" rebar found;

2. South 31°47'11" East, a distance of 35.32 feet to a 1/2" rebar with "Chaparral" cap set;

**THENCE** leaving the west right-of-way line of Bagdad Road over and across the 61.72 acre tract and the 114.07 acre tract, the following four (4) courses and distances:

1. South 55°41'57" West, a distance of 213.55 feet to a 1/2" rebar with "Chaparral" cap set for the beginning of a curve to the right;

2. 362.40 feet along the arc of said curve to the right, having a radius of 305.00 feet, and through a central angle of 68°04'45", the chord of which bears South 89°44'21" West, a distance of 341.46 feet to a 1/2" rebar with "Chaparral" cap set for the beginning of a reverse curve to the left;

3. 44.63 feet along the arc of said reverse curve to the left, having a radius of 155.00 feet, and through a central angle of 16°29'48", the chord of which bears North 64°27'59" West, a distance of 44.47 feet to a 1/2" rebar with "Chaparral" cap set;

4. South 21°44'53" East, a distance of 1,588.35 feet to the **POINT OF BEGINNING**, containing an area of 119.925 acres of land, more or less.

Surveyed on the ground February 18, 2009 and April 10, 2013. Bearing basis is Grid Azimuth for Texas Central Zone, NAD1983 values based on GPS solutions from The National Geodetic Survey (NGS) On-line Positioning User Service (OPUS).

Attachments: 954-001-Base.dwg

4/24/2013

Paul L. Easley Date
Registered Professional Land Surveyor
State of Texas No. 4432

STATE OF TEXAS
REGISTERED
PAUL L. EASLEY
4432
PROFESSIONAL
LAND SURVEYOR

Chaparral

Professional Land Surveying, Inc.
Surveying and Mapping

Office: 512-443-1724
Fax: 512-389-0943

3500 McCall Lane
Austin, Texas 78744

**LEGAL DESCRIPTION**
**22.597 ACRES**

DESCRIPTION OF 22.597 ACRES (APPROXIMATELY 984,340 S.F.) OF LAND OUT OF THE CHARLES COCHRAN SURVEY, ABSTRACT 134, SITUATED IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 61.72 ACRE TRACT (TRACT TWO) AND A 141.07 ACRE TRACT (TRACT ONE) OF LAND CONVEYED TO SIXTH STREET CAPITAL INVESTORS, LP, BY GENERAL WARRANTY DEED, DATED JANUARY 10, 2008, RECORDED IN DOCUMENT NO. 2008003820, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 22.597 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2' rebar with "Chaparral" cap set in the west right-of-way of Bagdad Road (CR 279)(right-of-width varies), for the northeast corner hereof, being a southeast corner of that tract of land called 199.952 acres in a deed to Devine Land Investments, LLC, recorded in Document No. 2009044349 of the Official Public Records of Williamson County, Texas, from which a 1/2" rebar with "Chaparral" cap set for the southeast corner of said 61.72 acre tract, being the northeast corner of said 141.07 acre tract, bears North 31°47'11" West, a distance of 35.32 feet;

**THENCE,** South 31°47'06" East, with the west line of said Bagdad Road, being the east line of said 141.07 acre tract, a distance of 85.90 feet to a 1/2" rebar with "Chaparral" cap set for the northernmost corner of that tract of land called 0.4954 acres in a deed to the City of Leander, Texas, recorded in Document No. 2010031348 of the Official Public Records of Williamson County, Texas;

**THENCE,** crossing said 141.07 acre tract, with the west line of said 0.4954 acre tract, the following three (3) courses and distances:

1. South 29°02'35" East, a distance of 262.00 feet to a to a 1/2" rebar with "Chaparral" cap set at the beginning of a curve to the left;

2. With said curve to the left, having a radius of 1055.14 feet, a delta angle of 02°29'14", an arc length of 45.80 feet, and a chord which bears South 30°09'48" East, a distance of 45.80 feet to a 1/2" rebar with "Chaparral" cap set;

3. South 31°24'25" East, a distance of 1102.94 feet to a calculated point for the southwest corner of said 0.4954 acre tract, being in the south line of said 141.07 acre tract, and being in the north line of a 247.90 acre tract recorded in Volume 2335, Page 849, of the Deed Records of Williamson County, Texas, for the southeast corner hereof;

**THENCE**, South 68°15'24" West, with the common line between said 61.72 acre tract and said 247.90 acre tract, at a distance of 20 feet passing a 1/2" rebar with "Chaparral" cap set for reference, and continuing on, a total distance of 796.34 feet to a 1/2" rebar with "Chaparral" cap set for the southeast corner of said 199.952 acre tract, for the southwest corner hereof, from which a cotton spindle found for the southwest corner of said 199.952 acre tract, being the southwest corner of said 141.07 acre tract, bears South 68°15'24" West, a distance of 2,952.36 feet;

**THENCE**, crossing said 141.07 acre tract and said 61.72 acre tract, with the east line of said 199.952 acre tract, the following four(4) courses and distances:

1. North 21°44'53" West, a distance of 1588.34 feet to a 1/2" rebar with "Chaparral" cap set for the beginning of a curve to the right;

2. With said curve to the right, having a radius of 155.00 feet, a delta angle of 16°29'48", an arc length of 44.63 feet, and a chord which bears South 64°27'59" East, a distance of 44.47 feet to a 1/2" rebar with "Chaparral" cap set for the beginning of a curve to the left;

3. With said curve to the left, having a radius of 305.00 feet, a delta angle of 68°04'45", an arc length of 362.40 feet, and a chord which bears North 89°44'21" East, a distance of 341.46 feet to a 1/2" rebar with "Chaparral" cap set;

4. North 55°41'57" East, a distance of 213.55 feet to the **POINT OF BEGINNING**, containing an area of 22.597 acres of land, more or less.

Surveyed on the ground February 18, 2009 and April 10, 2013. Bearing basis is Grid Azimuth for Texas Central Zone, NAD1983 values based on GPS solutions from The National Geodetic Survey (NGS) On-line Positioning User Service (OPUS).

Attachments: 954-001-Base.dwg.

04/24/2013

Paul L. Easley — Date
Registered Professional Land Surveyor
State of Texas No. 4432

STATE OF TEXAS
REGISTERED
PAUL L. EASLEY
4432
PROFESSIONAL
LAND SURVEYOR

Chaparral

Professional Land Surveying, Inc.
Surveying and Mapping

Office: 512-443-1724
Fax: 512-389-0943

3500 McCall Lane
Austin, Texas 78744

**LEGAL DESCRIPTION**
**59.788 ACRES**

DESCRIPTION OF 59.788 ACRES (APPROXIMATELY 2,604,349 S.F.) OF LAND OUT OF THE CHARLES COCHRAN SURVEY, ABSTRACT 134, SITUATED IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 61.72 ACRE TRACT (TRACT TWO) AND A 141.07 ACRE TRACT (TRACT ONE) OF LAND CONVEYED TO SIXTH STREET CAPITAL INVESTORS, LP, BY GENERAL WARRANTY DEED, DATED JANUARY 10, 2008, RECORDED IN DOCUMENT NO. 2008003820, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 59.788 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2' rebar with "Chaparral" cap set in the west right-of-way of Bagdad Road (CR 279)(right-of-width varies), for the southeast corner hereof, being the northeast corner of that tract of land called 199.952 acres in a deed to Devine Land Investments, LLC, recorded in Document No. 2009044349 of the Official Public Records of Williamson County, Texas, from which a 1/2" rebar with "Chaparral" cap set for the southeast corner of said 61.72 acre tract, being the northeast corner of said 141.07 acre tract, bears South 29°18'31" East, a distance of 115.16 feet;

**THENCE**, leaving said Bagdad Road, with the north line of said 199.952 acre tract, the following nine (9) courses and distances:

1. South 55°41'57" West, a distance of 225.12 feet to a 1/2" rebar with "Chaparral" cap set for the beginning of a curve to the right;

2. With said curve to the right, having a radius of 155.00 feet, a delta angle of 68°04'33", an arc length of 184.16 feet, and a chord which bears South 89°44'17" West, a distance of 173.52 feet to a 1/2" rebar with "Chaparral" cap set for the beginning of a reverse curve to the left;

3. With said curve to the left, having a radius of 305.00 feet, a delta angle of 68°10'03", an arc length of 362.87 feet, and a chord which bears South 89°41'53" West, a distance of 341.85 feet to a 1/2" rebar with "Chaparral" cap set for the beginning of a compound curve to the left;

4. With said curve to the left, having a radius of 77.00 feet, a delta angle of 68°01'23", an arc length of 91.42 feet, and a chord which bears South 10°16'08" West, a distance of 86.14 feetfeet to a 1/2" rebar with "Chaparral" cap set for the beginning of a reverse curve to the right;

5. With said curve to the right, having a radius of 18.00 feet, a delta angle of 62°22'44", an arc length of 19.60 feet, and a chord which bears South 07°26'48" West, a distance of 18.64 feet to a 1/2" rebar with "Chaparral" cap set for the beginning of a compound curve to the right;

6. With said curve to the right, having a radius of 188.00 feet, a delta angle of 02°45'23", an arc length of 9.04 feet, and a chord which bears South 40°00'52" West, a distance of 9.04 feet to a 1/2" rebar with "Chaparral" cap set;

7. South 68°58'01" West, a distance of 1,560.68 feet to a 1/2" rebar with "Chaparral" cap set;

8. North 21°01'59" West, a distance of 126.50 feet to a 1/2" rebar with "Chaparral" cap set;

9. South 68°53'35" West, a distance of 1,148.61 feet to a 1/2" rebar with "Chaparral" cap set for the northwest corner of said 119.952 acre tract, being on the west line of said 141.07 acre tract, being the east line of that tract of land called 327 acres in a deed to Lackey Holdings Ltd., recorded in Document No. 9859224, of the Official Records of Williamson County, Texas, for the southwest corner hereof;

**THENCE**, North 21°02'19" West, a distance of 6.92 feet to a 1/2" rebar with cap stamped "CCC 4835" found for the northwest corner of the said 141.07 acre tract, being the southwest corner of said 61.72 acre tract, and being the southernmost corner of that Boundary Line Agreement of record in Document No. 2005082460 of the Official Public Records of Williamson County, Texas;

**THENCE**, crossing said 327 acre tract, with said Boundary Line Agreement line, as found fenced, occupied and used upon the ground, the following sixteen (16) courses and distances:

1. North 23°20'13" West, a distance of 26.71 feet to a fence post;

2. North 22°52'36" West, a distance of 13.98 feet to a fence post;

3. North 22°17'39" West, a distance of 88.86 feet to a fence post;

4. North 22°26'48" West, a distance of 52.03 feet to a fence post;

5. North 21°15'55" West, a distance of 70.96 feet to a fence post;

6. North 20°33'30" West, a distance of 72.26 feet to a fence post;

7. North 21°04'08" West, a distance of 45.44 feet to a fence post;

8. North 21°46'10" West, a distance of 63.47 feet to a fence post;

9. North 20°53'03" West, a distance of 51.82 feet to a fence post;

10. North 20°42'22" West, a distance of 50.78 feet to a fence post;

11. North 20°47'55" West, a distance of 51.29 feet to a fence post;

12. North 20°25'12" West, a distance of 48.41 feet to a fence post;

13. North 21°08'02" West, a distance of 48.92 feet to a fence post;

14. North 20°48'52" West, a distance of 55.84 feet to a fence post;

15. North 20°33'04" West, a distance of 55.58 feet to a fence post;

16. North 20°07'44" West, a distance of 54.97 feet to a metal fence post for the end of said Boundary Agreement Line, being the northwest corner of said 61.72 acre tract, and being the southwest corner of that tract of land called 150 acres in a deed to Lackey Holdings Ltd. recorded in Document No. 9859224, of the Official Records of Williamson County, Texas, for the northwest corner hereof;

**THENCE**, North 68°59'23" East, with the common line between said 61.72 acre tract and said 150 acre tract, a distance of 2174.73 feet to a 1/2" rebar with cap stamped "CS LTD" found for the northernmost northeast corner of said 61.72 acre tract, being the northwest corner of a portion of those tracts of land called 74.0 acres in a deed to A. L. Alley et ux, recorded in Volume 487, Page 318 of the Deed Records of Williamson County, Texas, for the northernmost northeast corner hereof;

**THENCE**, with the east line of said 61.72 acre tract, the following three (3) courses and distances:

1. South 21°40'45" East, a distance of 209.19 feet to a 1/2" rebar with cap stamped "CCC 4835" found;

2. South 83°24'43" East, a distance of 547.29 feet to a 1/2" rebar with cap stamped "CCC 4835" found for the beginning of a curve to the left;

3. With said curve to the left, having a radius of 2185.00 feet, a delta angle of 17°40'01", an arc length of 673.74 feet, and a chord which bears North 87°45'52" East, a distance of 671.07 feet to a 1/2" rebar with cap stamped "CS LTD" found for the southwest corner of that tract of land called 1.01 acres in a deed to Larry G. Coop ET UX, recorded in Document No. 199846793 of the Official Public Records of Williamson County, Texas;

**THENCE**, North 50°00'08" East, with the common line between said 61.72 acre tract and said 1.01 acre tract, a distance of 113.48 feet to a calculated point at the intersection of a north line of said 61.72 acre tract and the west line of that tract of land called 0.0473 acres in a deed to the City of Leander, Texas, recorded in Document No. 2010031348 of the Official Public Records of Williamson County, Texas, for a northeast corner hereof, from which a 1/2" rebar with cap stamped "BWR" found for the northwest corner of said 0.0473 acre tract bears North 28°54'19" West, a distance of 2.18 feet;

**THENCE**, crossing said 61.72 acre tract, with the west line of said 0.0473 acre tract, the following two (2) courses and distances:

1. South 28°54'19" East, a distance of 130.71 feet to a 1/2" rebar with cap stamped "BWR" found;

2. North 61°18'20" East, a distance of 15.99 feet to a 1/2" rebar with "Chaparral" cap set on the west line of said Bagdad Road, for the easternmost northeast corner hereof;

**THENCE**, South 29°18'31" East, with the west line of said Bagdad Road, a distance of 251.82 feet to the **POINT OF BEGINNING**, containing an area of 59.788 acres of land, more or less.

Surveyed on the ground February 18, 2009 and April 10, 2013. Bearing basis is Grid Azimuth for Texas Central Zone, NAD1983 values based on GPS solutions from The National Geodetic Survey (NGS) On-line Positioning User Service (OPUS).

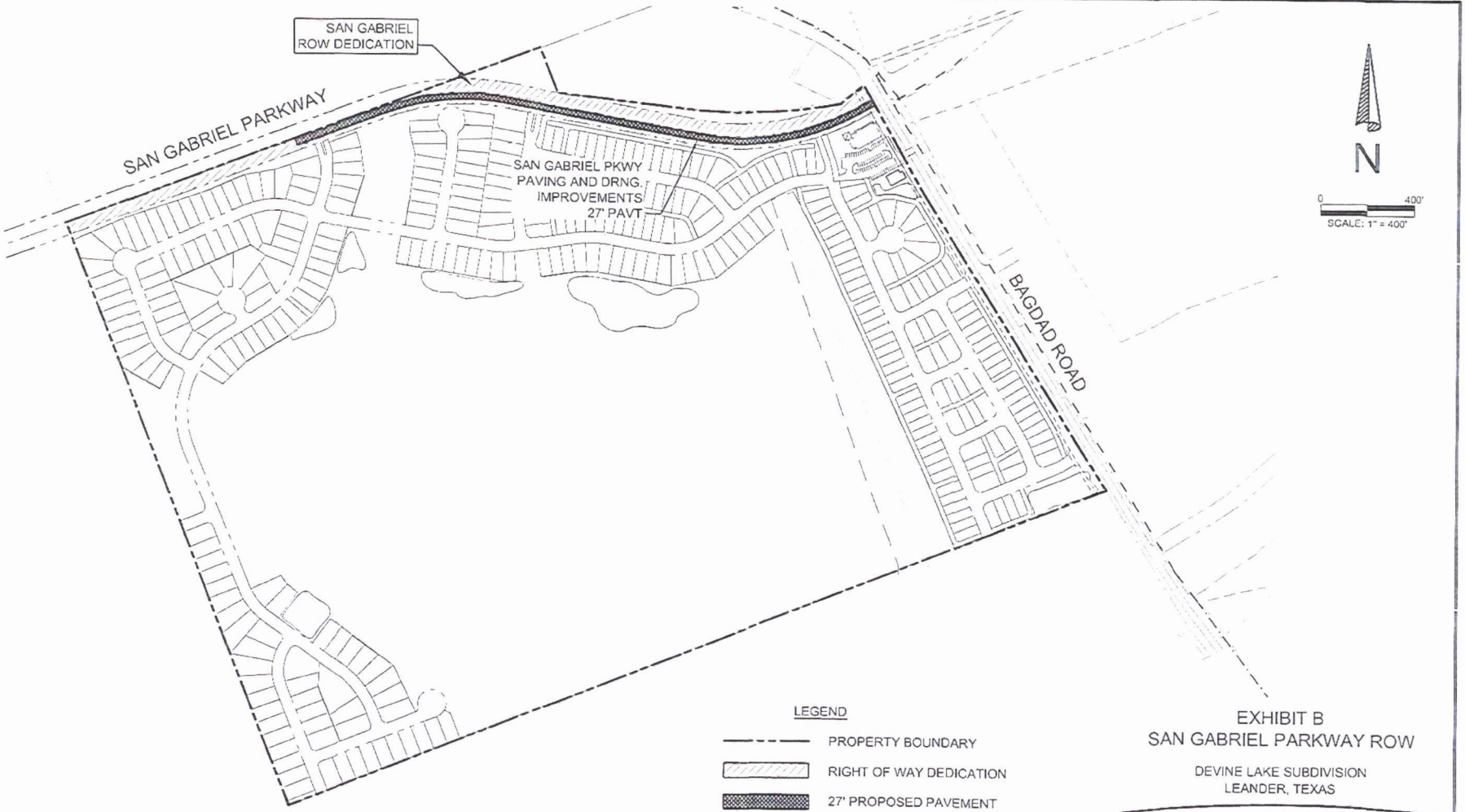
Attachments: 954-001-Base.dwg

04/24/2013

Paul L. Easley — Date
Registered Professional Land Surveyor
State of Texas No. 4432

STATE OF TEXAS
REGISTERED
PAUL L. EASLEY
4432
PROFESSIONAL
LAND SURVEYOR

**EXHIBIT "B"**
**San Gabriel Parkway Right-of-Way**




LEGEND

PROPERTY BOUNDARY

RIGHT OF WAY DEDICATION

27' PROPOSED PAVEMENT

EXHIBIT B
SAN GABRIEL PARKWAY ROW

DEVINE LAKE SUBDIVISION
LEANDER, TEXAS

MALONE ★ WHEELER
INC.
CIVIL ENGINEERING ◆ DEVELOPMENT CONSULTING ◆ PROJECT MANAGEMENT
5113 Southwest Parkway, Suite 260
Austin, Texas 78735
Phone: (512) 899-0601 Fax: (512) 899-0655
Firm Registration No. F-786

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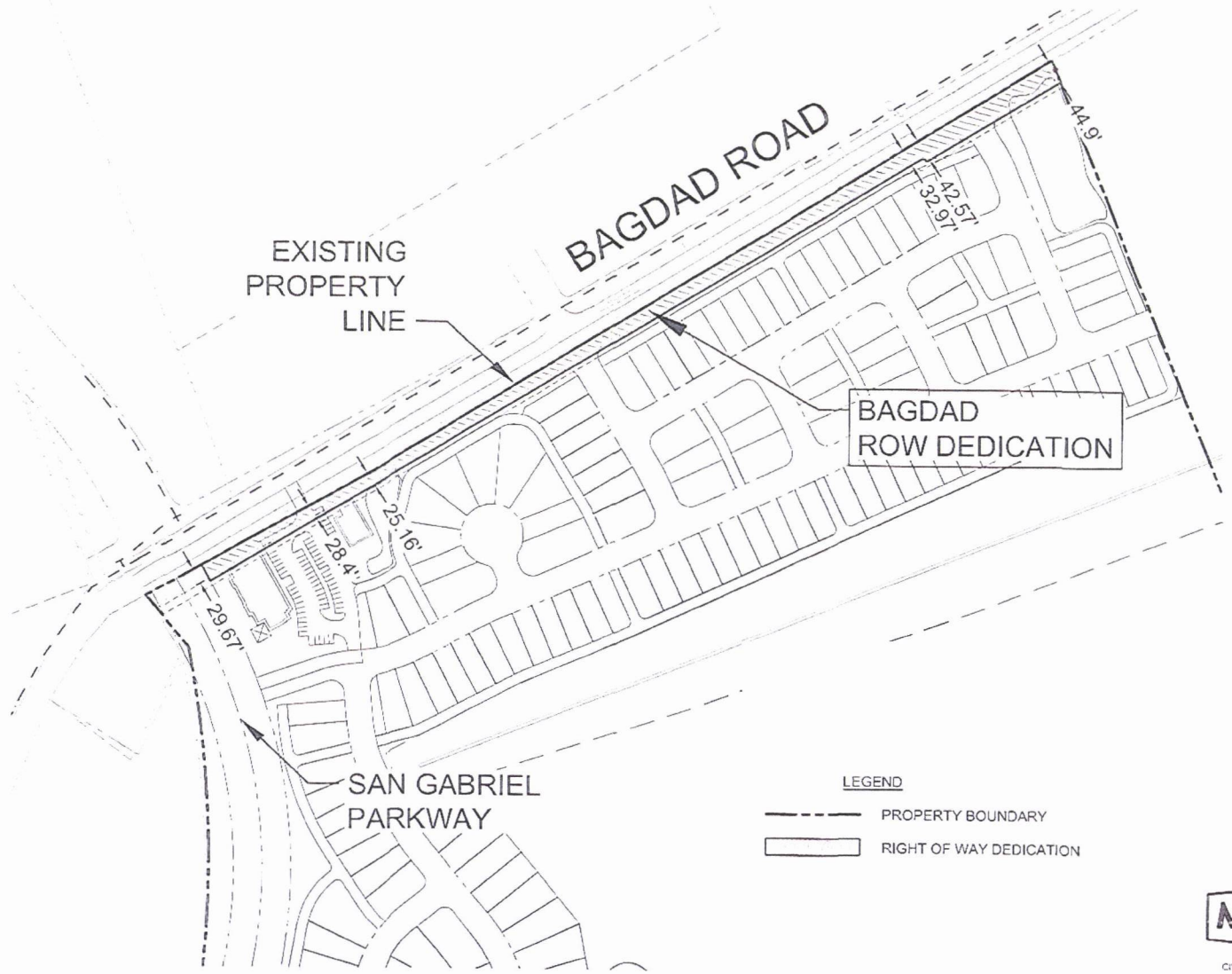
**EXHIBIT "C"**
**Bagdad Road Right of Way**




LEGEND

PROPERTY BOUNDARY

RIGHT OF WAY DEDICATION

EXHIBIT C-
BAGDAD RIGHT OF WAY
DEVINE LAKE SUBDIVISION
LEANDER, TEXAS

MALONE ★ WHEELER
SINCE INC. 1955
CIVIL ENGINEERING • DEVELOPMENT CONSULTING • PROJECT MANAGEMENT
5113 Southwest Parkway, Suite 260
Austin, Texas 78735
Phone: (512) 899-0601 Fax: (512) 899-0655
Firm Registration No. F-786

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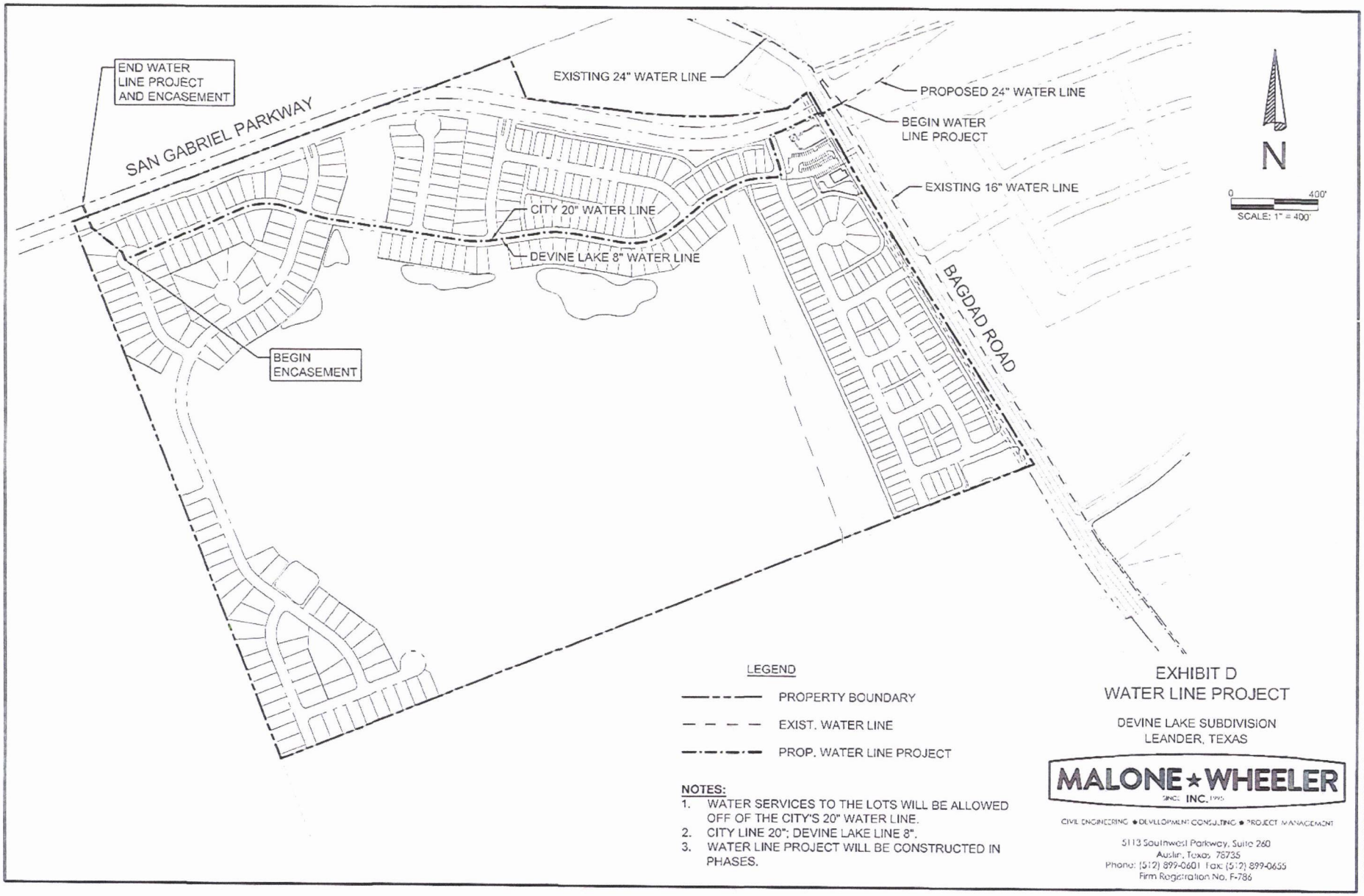
**EXHIBIT "D"**
**Water Line Project**




LEGEND

PROPERTY BOUNDARY

EXIST. WATER LINE

PROP. WATER LINE PROJECT

NOTES:

1. WATER SERVICES TO THE LOTS WILL BE ALLOWED OFF OF THE CITY'S 20" WATER LINE.
2. CITY LINE 20"; DEVINE LAKE LINE 8".
3. WATER LINE PROJECT WILL BE CONSTRUCTED IN PHASES.

# EXHIBIT D
## WATER LINE PROJECT

DEVINE LAKE SUBDIVISION
LEANDER, TEXAS

MALONE ★ WHEELER
SINCE INC. 1995
CIVIL ENGINEERING • DEVELOPMENT CONSULTING • PROJECT MANAGEMENT
5113 Southwest Parkway, Suite 260
Austin, Texas 78735
Phone: (512) 899-0601 Fax: (512) 899-0655
Firm Registration No. F-786

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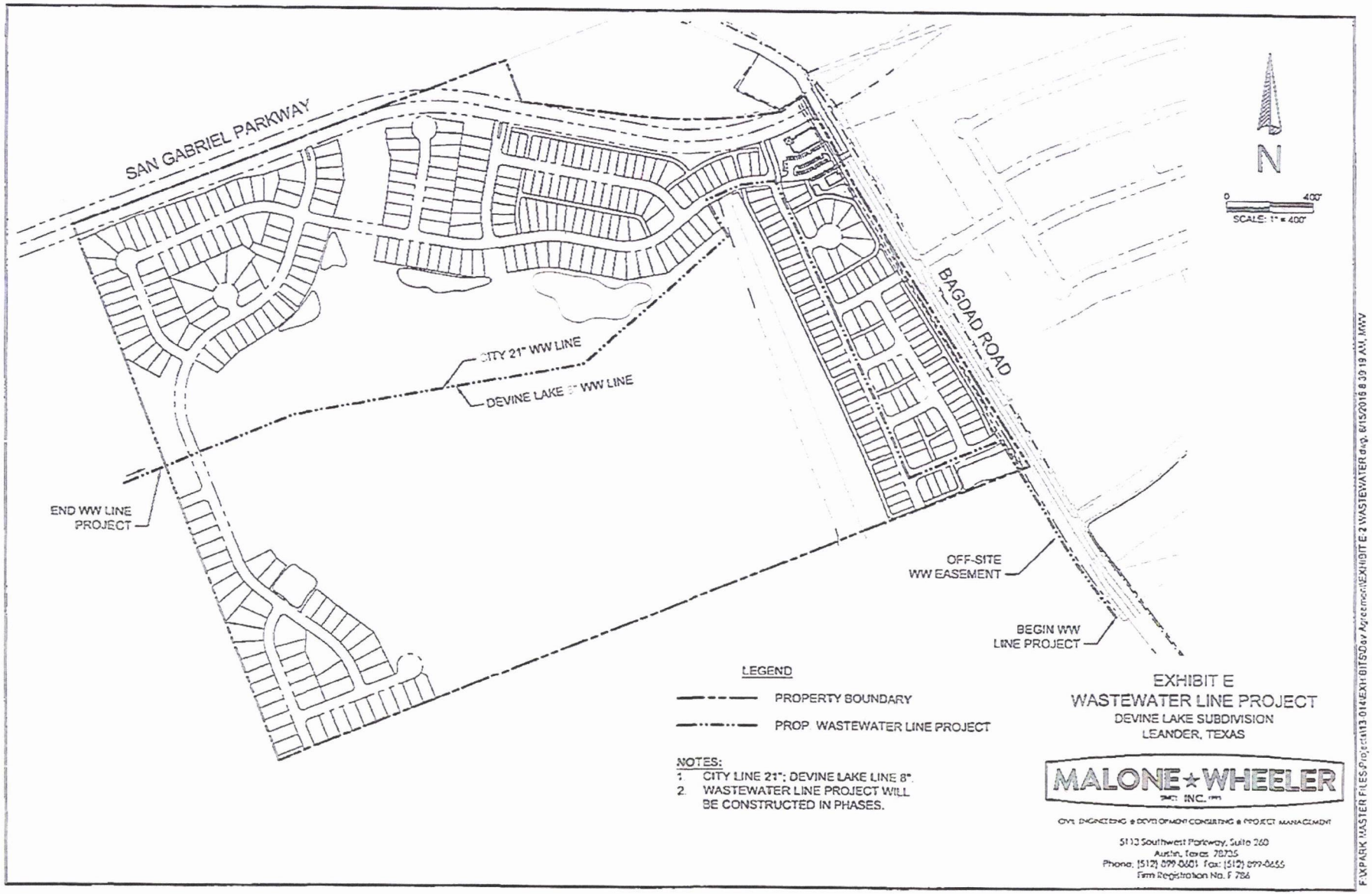
**EXHIBIT "E"**
**Wastewater Line Project**




NOTES:
1. CITY LINE 21"; DEVINE LAKE LINE 8".
2. WASTEWATER LINE PROJECT WILL BE CONSTRUCTED IN PHASES.

EXHIBIT E
WASTEWATER LINE PROJECT
DEVINE LAKE SUBDIVISION
LEANDER, TEXAS

MALONE ★ WHEELER
INC.

CIVIL ENGINEERING • DEVELOPMENT CONSULTING • PROJECT MANAGEMENT

5103 Southwest Parkway, Suite 260
Austin, Texas 78735
Phone: (512) 899-0601 Fax: (512) 899-0655
Firm Registration No. F-786

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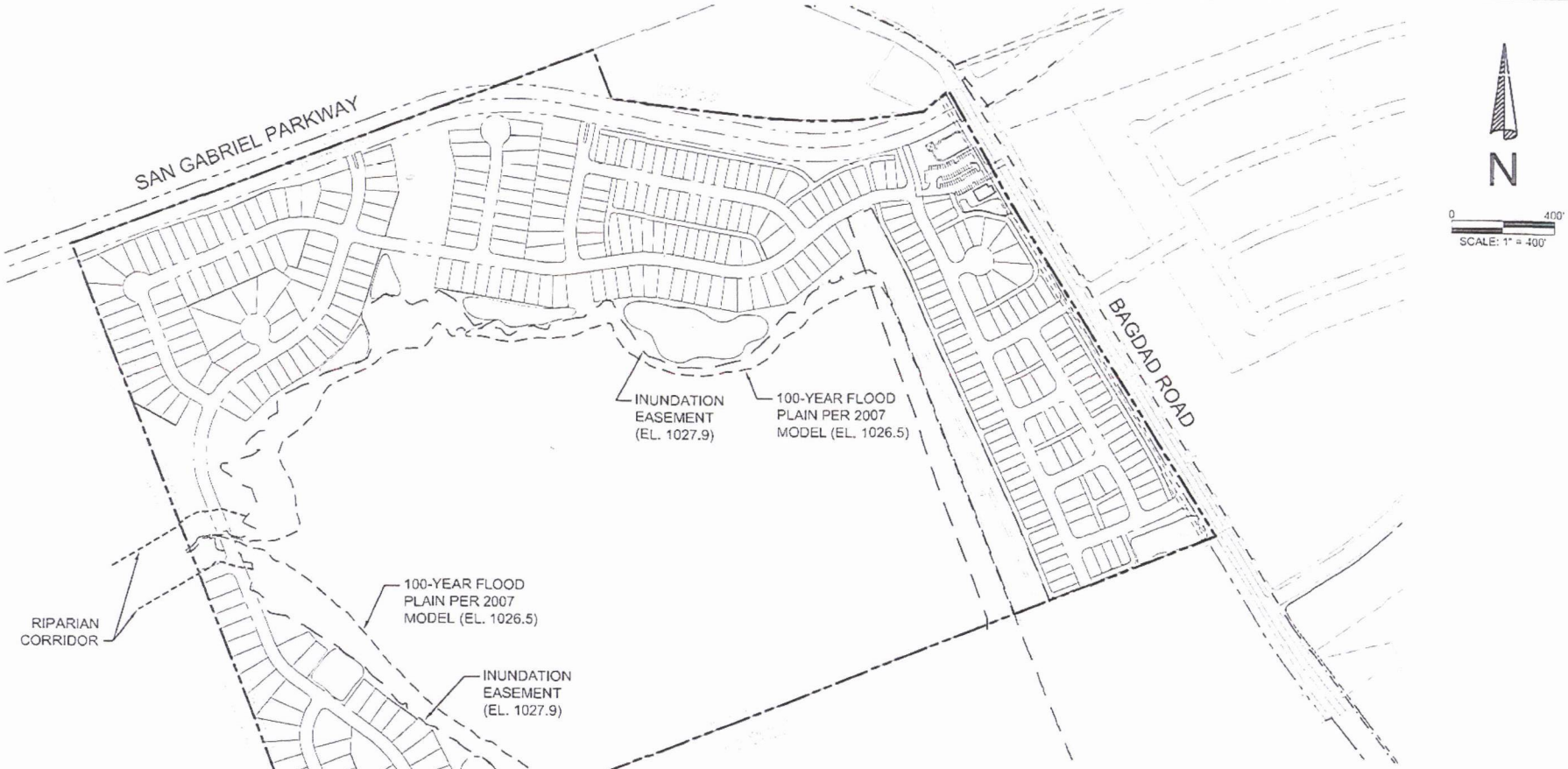
**EXHIBIT "F"**
**Riparian Corridor**




LEGEND

- PROPERTY BOUNDARY
- RIPARIAN CORRIDOR
- 100 YEAR FLOOD PLAIN
- INUNDATION EASEMENT

**NOTE:**
THERE IS NO RIPARIAN CORRIDOR AROUND LAKE DEVINE.

# EXHIBIT F
## RIPARIAN CORRIDOR

DEVINE LAKE SUBDIVISION
LEANDER, TEXAS

MALONE ★ WHEELER
SINCE INC. 1995
CIVIL ENGINEERING ★ DEVELOPMENT CONSULTING ★ PROJECT MANAGEMENT
5113 Southwest Parkway, Suite 260
Austin, Texas 78735
Phone: (512) 899-0601 Fax: (512) 899-0655
Firm Registration No. F-786

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**DEVINE LAKE - PHASE 3, WATER AND WASTEWATER PROJECT**
**WATER IMPROVEMENTS - ALT 1**
**Bids Received: Tuesday, August 3, 2021 at 3:00 PM at LJA Engineering Round Rock**

| Item No. | Estimated Quantity | Unit | Brief Item Description | Liberty Civil<br>Ace Dickehut<br>Unit Price In Figures | Total Price | JKB Construction<br>Mich Sample<br>Unit Price In Figures | Total Price | AVERAGE<br>Unit Price In Figures | Total Price |
|---|---|---|---|---|---|---|---|---|---|
| **WATER** | | | | | | | | | |
| 1 | 1 | EA | 8" WL connect to existing 20" stub | $2,000.00 | $2,000.00 | $2,900.00 | $2,900.00 | $2,450.00 | $2,450.00 |
| 2 | 1,970 | LF | 8" Waterline, AWWA C900, Class 305, (DR14) | $65.00 | $128,050.00 | $75.60 | $148,932.00 | $70.30 | $138,491.00 |
| 3 | 4 | EA | 8-inch Gate Valve and box, Complete in place | $2,000.00 | $8,000.00 | $1,567.00 | $6,268.00 | $1,783.50 | $7,134.00 |
| 4 | 3 | EA | 5-1/4" Fire Hydrant, Include 6-inch DI lead, 6" Gate Valve | $5,000.00 | $15,000.00 | $6,495.00 | $19,485.00 | $5,747.50 | $17,242.50 |
| 5 | 10 | EA | Double Water Service on 8-inch WL, Complete in place | $2,000.00 | $20,000.00 | $1,864.00 | $18,640.00 | $1,932.00 | $19,320.00 |
| 6 | 1 | EA | Single Water Service on 8-inch WL, Complete in place | $1,400.00 | $1,400.00 | $1,362.00 | $1,362.00 | $1,381.00 | $1,381.00 |
| 7 | 7 | EA | Valve Box adjustment to grade, Complete in place | $200.00 | $1,400.00 | $251.00 | $1,757.00 | $225.50 | $1,578.50 |
| 8 | 1,970 | LF | Trench Safety, Complete in place per linear ft | $0.50 | $985.00 | $1.30 | $2,561.00 | $0.90 | $1,773.00 |
| **TOTAL AMOUNT: WATER IMPROVEMENTS - ALT 1** | | | | | **$176,835.00** | | **$201,905.00** | | **$189,370.00** |

**DEVINE LAKE - PHASE 3, WATER AND WASTEWATER PROJECT**
**WATER IMPROVEMENTS - ALT 2**
**Bids Received: Tuesday, August 3, 2021 at 3:00 PM at LJA Engineering Round Rock**

| Item No. | Estimated Quantity | Unit | Brief Item Description | Liberty Civil<br>Ace Dickehut<br>Unit Price In Figures | Total Price | JKB Construction<br>Mich Sample<br>Unit Price In Figures | Total Price | AVERAGE<br>Unit Price In Figures | Total Price |
|---|---|---|---|---|---|---|---|---|---|
| **WATER** | | | | | | | | | |
| 1 | 1 | EA | 20-inch WL connection to existing 20-inch WL stub | $5,000.00 | $5,000.00 | $2,440.00 | $2,440.00 | $3,720.00 | $3,720.00 |
| 2 | 1,970 | LF | 20" Waterline, AWWA C905, Class 235, (DR18) | $180.00 | $354,600.00 | $204.50 | $402,865.00 | $192.25 | $378,732.50 |
| 3 | 4 | EA | 20-inch Gate Valve and box, Complete in place | $19,000.00 | $76,000.00 | $16,137.00 | $64,548.00 | $17,568.50 | $70,274.00 |
| 4 | 3 | EA | 5-1/4" Fire Hydrant (20-inch WL), Including 6" DI lead | $6,000.00 | $18,000.00 | $8,325.00 | $24,975.00 | $7,162.50 | $21,487.50 |
| 5 | 10 | EA | Double Water Service on 20-inch WL, Complete in place | $2,500.00 | $25,000.00 | $1,983.00 | $19,830.00 | $2,241.50 | $22,415.00 |
| 6 | 1 | EA | Single Water Service on 20-inch WL, Complete in place | $2,000.00 | $2,000.00 | $1,521.00 | $1,521.00 | $1,760.50 | $1,760.50 |
| 7 | 7 | EA | Valve Box adjustment to grade, Complete in Place | $200.00 | $1,400.00 | $247.00 | $1,729.00 | $223.50 | $1,564.50 |
| 8 | 1,970 | EA | Trench Safety, Complete in place per linear | $0.50 | $985.00 | $1.30 | $2,561.00 | $0.90 | $1,773.00 |
| **TOTAL AMOUNT: WATER IMPROVEMENTS - ALT 2** | | | | | **$482,985.00** | | **$520,469.00** | | **$501,727.00** |

**DEVINE LAKE - PHASE 3, WATER AND WASTEWATER PROJECT**
**WASTEWATER IMPROVEMENTS - ALT 1**
**Bids Received: Tuesday, August 3, 2021 at 3:00 PM at LJA Engineering Round Rock**

| | | | | Liberty Civil | | JKB Construction | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | Ace Dickehut | | Mich Sample | | | |
| | | | | | | | | AVERAGE | |
| **Item No.** | **Estimated Quantity** | **Unit** | **Brief Item Description** | **Unit Price In Figures** | **Total Price** | **Unit Price In Figures** | **Total Price** | **Unit Price In Figures** | **Total Price** |
| **WASTEWATER** | | | | | | | | | |
| 1 | 1 | EA | 8-inch Connect to Existing Wastewater System at Stub | $2,000.00 | $2,000.00 | $1,590.00 | $1,590.00 | $1,795.00 | $1,795.00 |
| 2 | 828 | LF | 8" WWL, 20-22'-10' Depth, SDR 26 PVC, incl C900… | $80.00 | $66,240.00 | $150.25 | $124,407.00 | $115.13 | $95,323.50 |
| 3 | 230 | LF | 8" WWL, 22-24' Depth, SDR 26 PVC, incl C900… | $90.00 | $20,700.00 | $177.30 | $40,779.00 | $133.65 | $30,739.50 |
| 4 | 4 | EA | 4' Diameter, WWMH, 0-8' Depths, incl Bolted Cover | $8,000.00 | $32,000.00 | $7,151.00 | $28,604.00 | $7,575.50 | $30,302.00 |
| 5 | 56 | EA | 4' Diameter, Drop, WWMH, 0-8' Depths, incl Bolted Cvr | $500.00 | $28,000.00 | $533.75 | $29,890.00 | $516.88 | $28,945.00 |
| 6 | 4 | VF | 4' Dia WWMH Extra Depth, Complete in place | $500.00 | $2,000.00 | $461.50 | $1,846.00 | $480.75 | $1,923.00 |
| 7 | 3 | EA | Wastewater Manhole adjustment to grade… | $2,000.00 | $6,000.00 | $2,827.00 | $8,481.00 | $2,413.50 | $7,240.50 |
| 8 | 4 | EA | Single Wastewater Service on 8-inch WWL… | $2,500.00 | $10,000.00 | $3,337.00 | $13,348.00 | $2,918.50 | $11,674.00 |
| 9 | 1,058 | EA | Double Wastewater Service on 8-inch WWL… | $1.00 | $1,058.00 | $1.50 | $1,587.00 | $1.25 | $1,322.50 |
| **TOTAL AMOUNT: WASTEWATER IMPROVEMENTS - ALT 1** | | | | | **$167,998.00** | | **$250,532.00** | | **$209,265.00** |

**DEVINE LAKE - PHASE 3, WATER AND WASTEWATER PROJECT**
**WASTEWATER IMPROVEMENTS - ALT 2**
**Bids Received: Tuesday, August 3, 2021 at 3:00 PM at LJA Engineering Round Rock**

| Item No. | Estimated Quantity | Unit | Brief Item Description | Liberty Civil Ace Dickehut Unit Price In Figures | Liberty Civil Ace Dickehut Total Price | JKB Construction Mich Sample Unit Price In Figures | JKB Construction Mich Sample Total Price | AVERAGE Unit Price In Figures | AVERAGE Total Price |
|---|---|---|---|---|---|---|---|---|---|
| **WASTEWATER** | | | | | | | | | |
| 1 | 1 | EA | 21" Connect to Existing WW System at Stub | $5,500.00 | $5,500.00 | $1,713.00 | $1,713.00 | $3,606.50 | $3,606.50 |
| 2 | 828 | LF | 21" WWL, 20-22' Depth, PS115 F679 PVC, incl… | $170.00 | $140,760.00 | $255.25 | $211,347.00 | $212.63 | $176,053.50 |
| 3 | 230 | LF | 21" WWL, 22-24' Depth, PS115 F679 PVC, incl… | $180.00 | $41,400.00 | $292.00 | $67,160.00 | $236.00 | $54,280.00 |
| 4 | 4 | EA | 4' Dia, WWMH, 0-8' Depths, incl Bolted Cover… | $8,000.00 | $32,000.00 | $7,262.00 | $29,048.00 | $7,631.00 | $30,524.00 |
| 5 | 56 | EA | 4' Dia, Drop, WWMH, 0-8' Depths, incl Bolted Cover | $500.00 | $28,000.00 | $531.00 | $29,736.00 | $515.50 | $28,868.00 |
| 6 | 4 | VF | 4' Dia WWMH Extra Depth, Complete in place … | $500.00 | $2,000.00 | $459.00 | $1,836.00 | $479.50 | $1,918.00 |
| 7 | 3 | EA | WW Manhole adjustment to grade, Complete in place | $3,500.00 | $10,500.00 | $5,600.00 | $16,800.00 | $4,550.00 | $13,650.00 |
| 8 | 4 | EA | Single WW Service on 21-inch WWL, Complete in place | $4,000.00 | $16,000.00 | $6,109.00 | $24,436.00 | $5,054.50 | $20,218.00 |
| 9 | 1,058 | EA | Double WW Service on 21-inch WWL, Complete in place | $1.00 | $1,058.00 | $1.50 | $1,587.00 | $1.25 | $1,322.50 |
| **TOTAL AMOUNT: WASTEWATER IMPROVEMENTS - ALT 2** | | | | | **$277,218.00** | | **$383,663.00** | | **$330,440.50** |

**DEVINE LAKE - PHASE 3, WATER AND WASTEWATER PROJECT**
**BID SUMMARY**
**Bids Received: Tuesday, August 3, 2021 at 3:00 PM at LJA Engineering Round Rock**

| | Liberty Civil Ace Dickehut | JKB Construction Mich Sample | AVERAGE |
|---|---|---|---|
| | **$1,105,036.00** | **$1,356,569.00** | |
| **TOTAL AMOUNT: WATER IMPROVEMENTS - ALT 1** | $176,835.00 | $201,905.00 | $189,370.00 |
| **TOTAL AMOUNT: WATER IMPROVEMENTS - ALT 2** | $482,985.00 | $520,469.00 | $501,727.00 |
| **TOTAL AMOUNT: WASTEWATER IMPROVEMENTS - ALT 1** | $167,998.00 | $250,532.00 | $209,265.00 |
| **TOTAL AMOUNT: WASTEWATER IMPROVEMENTS - ALT 2** | $277,218.00 | $383,663.00 | $330,440.50 |
| **TOTAL AMOUNT ALT 1** | **$344,833.00** | **$452,437.00** | **$398,635.00** |
| **TOTAL AMOUNT ALT 2** | **$760,203.00** | **$904,132.00** | **$832,167.50** |
| **TOTAL AMOUNT** | **$1,105,036.00** | **$1,356,569.00** | **$1,230,802.50** |

**NOTES:** **RED = Error or amount does not match bid submitted**

1 2

**AGENDA ITEM # 23**

**EXECUTIVE SUMMARY**
**03/16/2023**

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**AGENDA SUBJECT:**

Approval of purchase of playground equipment for Devine Lake Park from Whirlix Design, Inc. in the amount of $85,000.00 utilizing the BuyBoard Contract 679-22; and authorize the City Manager to execute any and all necessary documents.

**BACKGROUND:**

In 2022, the Parks and Recreation Department developed a Playground Replacement Plan to replace older playgrounds in the park system as funding becomes available during the annual budget cycle. In FY 2022, the Leander City Council appropriated $85,000.00 to replace and relocate the existing playground which is nearly twenty (20) years old.

Devine Lake Park is a jewel in the park system with its sweeping live oak trees, water frontage, trails, natural areas and its importance to the surrounding residential neighborhoods. The existing playground has been identified by Park staff, Parks and Recreation Advisory Board and Leander residents as in need of replacement and relocation due to the fact that it is too far from the restrooms for families with young children; the age of materials used is nearly two (2) decades old; and the overall enhanced safety features for the youth of Leander. Relocating the playground to an area closer to the restroom and parking lot is one of the main objectives, and we've been able to accomplish that.

Utilizing a qualified commercial Playground Company allows the city to be in compliance with federal standards and guidelines from the Consumer Product Safety Commission (CPSC); American Standards for Testing and Materials (ASTM); and the National Safety Council (NSC).

Allow for approximately 5 months leeway for playground manufacturing and shipping with an anticipated arrival in August 2023. Installation is anticipated to begin in August after school is back in session and completion/grand re-opening in September 2023.

**PRESENTER:**

Mark Tummons, Parks and Recreation Director

---

**Fiscal Impact**

| | |
|---|---|
| **Amount requested:** | $85,000.00 |
| **Approved in current budget (Yes / No):** | Yes |
| **Expenditure (New / Amended):** | New |
| **Recurring or one-time:** | One-time |
| **Fund source (Operating / Utility / etc.):** | General CIP |

---

**Attachments**

1. Devine Lake Proposal
2. Playground Images
3. PowerPoint

**Date:** March 3rd, 2023
**Project:** Devine Lake Park
**Location:** 1807 Waterfall Ave, Leander TX 78641

**To:** Mark Tummons – Parks and Recreation Director

**Proposal Expires:** April 3rd 2023
**Please note that current fluctuations in material pricing may cause a proposal increase between now and The acceptance of this agreement.**

**BUYBOARD CONTRACT # 679-22, VENDOR # 3120**

**We are a self-reporting vendor for Buy Board. Please send all purchase orders, payments, etc. directly to The Whirlix Design team.**

| | |
|---|---|
| Series: | ***Smart Play Tree Tops by Landscape Structures (1169905-01-01)*** |
| Surface: | ***Engineered Wood Fiber*** |
| Installation: | ***By Factory Trained and Certified Installers*** |
| Quantity/Sizes: | ***See Attached Renders*** |

**Base Bid: *$85,000***
**(Eighty-Five Thousand Dollars and Zero Cents)**

**Base Bid Includes:**

- LSI Design # 1169905-01-01 (Final Colors TBD & Don't Affect Price)
- Freight
- Engineered Wood Fiber as Shown on Renders – 1,700 sq. Ft Fibar 300 System At 12 Inches Deep, One Layer of Geotextile Fabric and Fibar 300 Drains
- Certified Installation of Both The Playground Equipment & Engineered Wood Fiber
- ADA Compliant Play Structures
- Full Submittal Package
- Warranty As Specified – Best in the Business!

**Base Bid Excludes:**

- Any Fencing To Close The Site Off For Construction
- Concrete Curb Border For The Playground
- Winged Concrete ADA Ramp Going Into The Playground Pit
- Any and All Drainage Besides Fibar 300 System
- Excavation and Removal of Soil
- Haul off or On-Site Disposal of Remaining Dirt).
- Drilling Through Rocky Soil
- Hitting of New or Existing Sprinkler pipes
- Hitting Of Private Electrical, Water, Sewer, Internet, Etc. That Are Not Detectible During A Commercial Line Location
- Sod Replacement due to Reasonable Path of Travel to Project or Play Area Location. We Need Access To Project Location.
- Surveying of Site
- Craning of Equipment
- Logistical Issues that Prevent Truck or Equipment Access to Site

- Special Augers or Drilling Equipment
- Setting of Control Points or Benchmarks
- Remobilization Charges Due to Weather or Project Delays
- Offsite Storage of Equipment Due to Weather or Project Related Delays
- On Site Security
- Permitting and Inspections
- Third Party Inspections
- Dumpster
- Latrine on Site
- Geotechnical Report
- Wet Stamped Engineering Drawings
- Sales Tax
- Textura, Oracle, etc.
- Professional Liability Insurance
- Construction Management Software Required for a Specific Project
- Certified Payroll / Progress Billing
- Payment, Performance, and Maintenance Bonds
- Use of Credit Cards as Payment

**Terms: Net 30 for Existing Customers. All new customers are subject to a credit check and Possible deposit.**

**Payment terms will be based, in part, on credit review that is pulled from The Experian Business Division.**

**Pursuant to Tex. Prop. Code § 53.159, Whirlix will need any and all Bond information at the time of Signed Proposal, Contract, and / or Deposit.**

All taxes now or hereafter levied by federal, state or local authority upon the sale of any of the forgoing products to be paid for by the purchaser. All quotations are subject to the conditions printed on the following pages if any and when accepted are subject to the approval of an officer of this company.

**Prepared by Josh Bailey**· Whirlix Design Inc · jbailey@whirlix.com · 512-225-4314

**Acceptance of Approval:** The above prices, specifications, and conditions are satisfactory and accepted. You are hereby authorized to provide all items described above. Any balances not paid within thirty (30) days of the date of the invoice shall accrue interest at the rate of 18% per annum. Any action to construe, declare or enforce this contract shall only be brought in a court of competent jurisdiction with venue lying solely and exclusively in Dallas County, Texas. The prevailing party in any action brought to construe, declare or enforce this contract shall be entitled to recover its actual attorney's fees, attorney's travel time charges and expenses, paralegal fees, computer access and utilization charges, expert witness fees and expenses, costs, expenses and expenses of investigation, discovery, and litigation. The parties to this contract expressly waive the right to trial by jury of any cause of action or defense pertaining to this contract. The above prices, specifications, and conditions are satisfactory and accepted. You are hereby authorized to provide all items described above.

**Date: _____ Signature: _____**

landscape structures
The City of Leander PARD Devine Lake
1169905-01-01PAR • 2.28.20
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Whirlix
Always in Motion

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# Devine Lake and Robin Bledsoe Park Playgrounds

# Devine Lake

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landscape structures

The City of Leander PARD Devine Lake Park

1169905-01-01PAR • 2.28.2023

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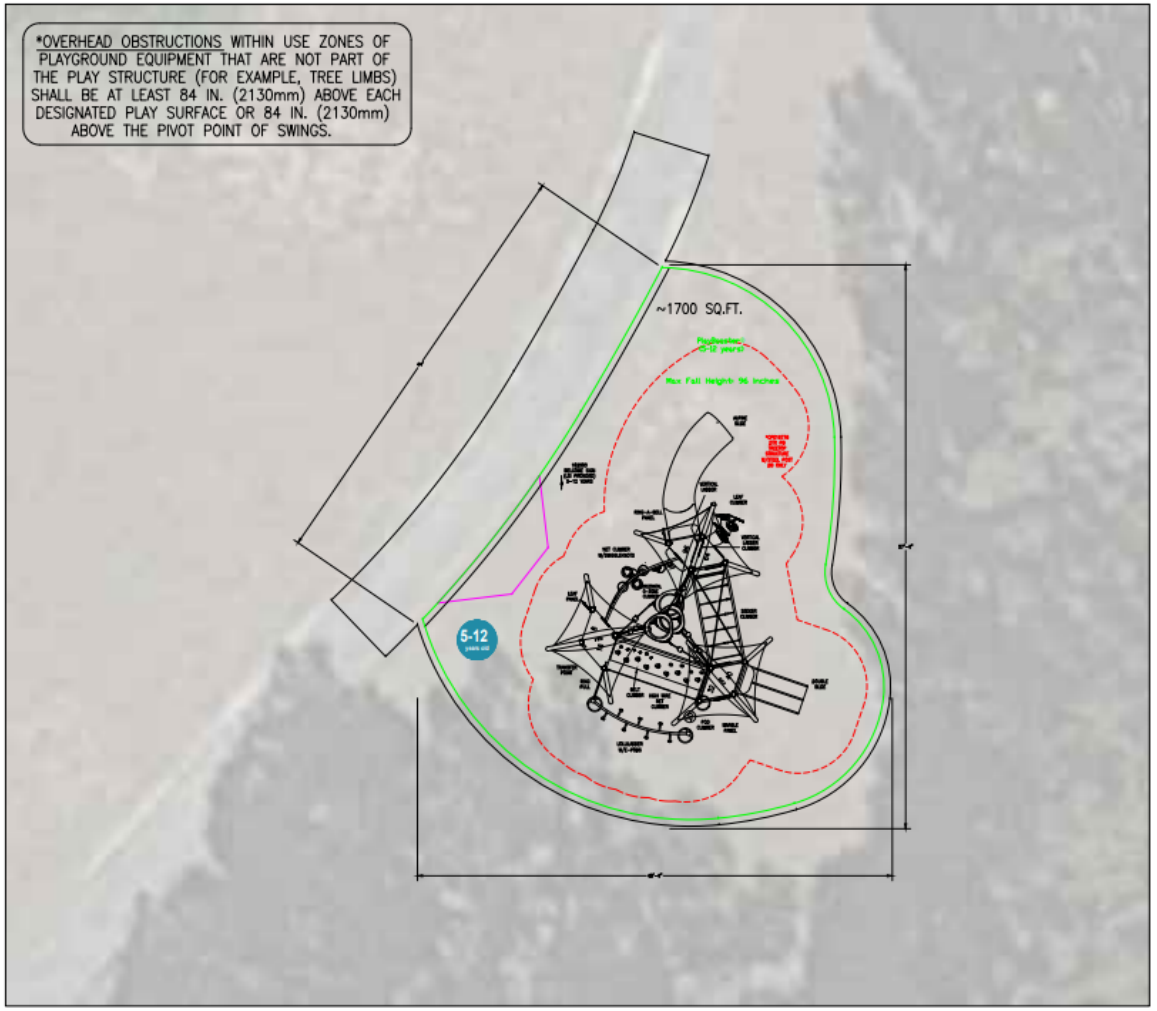
*OVERHEAD OBSTRUCTIONS WITHIN USE ZONES OF PLAYGROUND EQUIPMENT THAT ARE NOT PART OF THE PLAY STRUCTURE (FOR EXAMPLE, TREE LIMBS) SHALL BE AT LEAST 84 IN. (2130mm) ABOVE EACH DESIGNATED PLAY SURFACE OR 84 IN. (2130mm) ABOVE THE PIVOT POINT OF SWINGS.




## 5–12 EQUIPMENT

| | | | |
|---|---|---|---|
| TOTAL ELEVATED PLAY COMPONENTS | 10 | | |
| TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP | 0 | REQUIRED | 0 |
| TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER | 5 | REQUIRED | 5 |
| TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN | 5 | REQUIRED | 3 |
| TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS | 4 | REQUIRED | 4 |

THIS CONCEPTUAL PLAN WAS BASED ON INFORMATION AVAILABLE TO US. PRIOR TO CONSTRUCTION, DETAILED SITE INFORMATION CONCERNING TOPOGRAPHY, EXISTING UTILITIES, SOIL CONDITIONS, AND DRAINAGE SOLUTIONS SHOULD BE OBTAINED, EVALUATED AND UTILIZED IN THE FINAL DESIGN DEVELOPMENT.

Estimated manufacturing time:
4 weeks from the time of LSI order acceptance, or receipt of SkyWays release of fabrication form if applicable.

landscape structures

The play components identified on this plan are IPEMA certified. (Unless model number is preceded with *) The use and layout of these components conform to the requirements of ASTM F1487. To verify product certification, visit www.ipema.org

THIS PLAY AREA & PLAY EQUIPMENT IS DESIGNED FOR AGES 5–12 YEARS UNLESS OTHERWISE NOTED ON PLAN.

IT IS THE MANUFACTURERS OPINION THAT THIS PLAY AREA DOES CONFORM TO THE A.D.A. ACCESSIBILITY STANDARDS, ASSUMING AN ACCESSIBLE PROTECTIVE SURFACING IS PROVIDED, AS INDICATED, OR WITHIN THE ENTIRE USE ZONE.

THIS CONCEPTUAL PLAN WAS BASED ON INFORMATION AVAILABLE TO US. PRIOR TO CONSTRUCTION, DETAILED SITE INFORMATION INCLUDING SITE DIMENSIONS, TOPOGRAPHY, EXISTING UTILITIES, SOIL CONDITIONS, AND DRAINAGE SOLUTIONS SHOULD BE OBTAINED, EVALUATED, & UTILIZED IN THE FINAL DESIGN. PLEASE VERIFY ALL DIMENSIONS OF PLAY AREA, SIZE, ORIENTATION, AND LOCATION OF ALL EXISTING UTILITIES, EQUIPMENT, AND SITE FURNISHINGS PRIOR TO ORDERING. SLIDES SHOULD NOT FACE THE HOT AFTERNOON SUN.

CHOOSE A PROTECTIVE SURFACING MATERIAL THAT HAS A CRITICAL HEIGHT VALUE TO MEET THE MAXIMUM FALL HEIGHT FOR THE EQUIPMENT (REF. ASTM F1487 STANDARD CONSUMER SAFETY PERFORMANCE SPECIFICATION FOR PLAYGROUND EQUIPMENT FOR PUBLIC USE, SECTION 8 CURRENT REVISION). THE SUBSURFACE MUST BE WELL DRAINED. IF THE SOIL DOES NOT DRAIN NATURALLY IT MUST BE TILED OR SLOPED 1/8" TO 1/4" PER FOOT TO A STORM SEWER OR A "FRENCH DRAIN".

ACCESSIBLE/PROTECTIVE
LOOSE FILL MATERIAL
(ENGINEERED WOOD FIBER SUGGESTED)

DESIGNED BY:
PAR

COPYRIGHT: 11/4/22
LANDSCAPE STRUCTURES, INC.
601 7th STREET SOUTH – P.O. BOX 198
DELANO, MINNESOTA 55328
PH: 1-800-328-0035 FAX: 1-763-972-6091

| Date | Previous Drawing # | Initials |
|---|---|---|
| | | |
| | | |
| | | |

SCALE IN FEET:
0' 5' 10' 20' 40'

N

The City of Leander PARD
Devine Lake Park
Leander, TX

Whirlix
Design Inc
Josh Bailey

SYSTEM TYPE:
SmartPlay

DRAWING #:
1169905–01–01

# Smart Play® Tree Tops™

landscape structures®

| Sensory Systems Engaged | Motor Skills |
|---|---|
| Vestibular+<br>Proprioception<br>Tactile<br>Visual<br>Auditory | Agility, Balance, Coordination,<br>Endurance, Fine Motor,<br>Eye-hand Coordination, Motor Planning,<br>Core, Upper & Lower Body Strength |
| **Cognitive Skills** | **Social Skills** |
| Problem Solving<br>Strategic Thinking | Cooperation<br>Social Skill Development<br>Imaginative Play |

Tree Tops provides children with multiple ways to enter and leave this unique structure. Children can transfer into the imaginary forest at the transfer point then move along the Belt Climber to the next area of play. Elements like the Leaf Climber, Vertical Ladder provide other climbing paths. Once in the trees they will find many different ways to move around the structure without touching the ground. The Lolliladder™, Ring Pull and Seeker Climber allow them to use their upper body to swing to the next tree. The Vine Climber with SwiggleKnots™ and horizontal O-Zone® Rings provide full body workouts as they move to higher perches. Children can engage in sensory play at the Marble Panel® and Ring-A-Bell™ Panels. They can also track the footprints of assorted animals along the Belt Bridge. Besides climbing, children can experience sliding with their friends on the Double Slide or experience the thrill of swooping down the Alpine™ Slide. Every child will find a place to play with this very unique collection of trees.

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# Robin Bledsoe Park

landscape structures®

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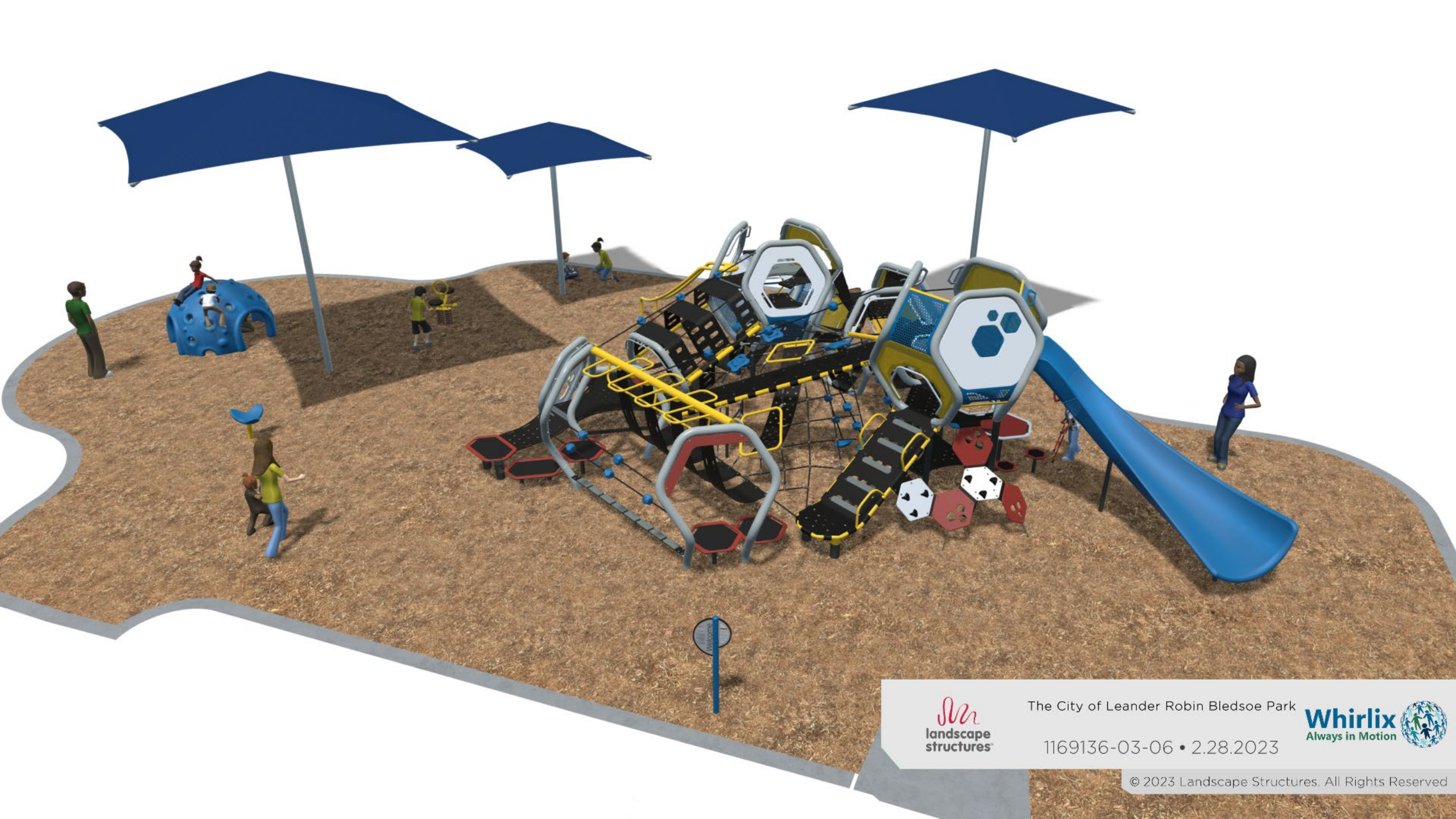


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The City of Leander Robin Bledsoe Park

1169136-03-06 • 2.28.2023

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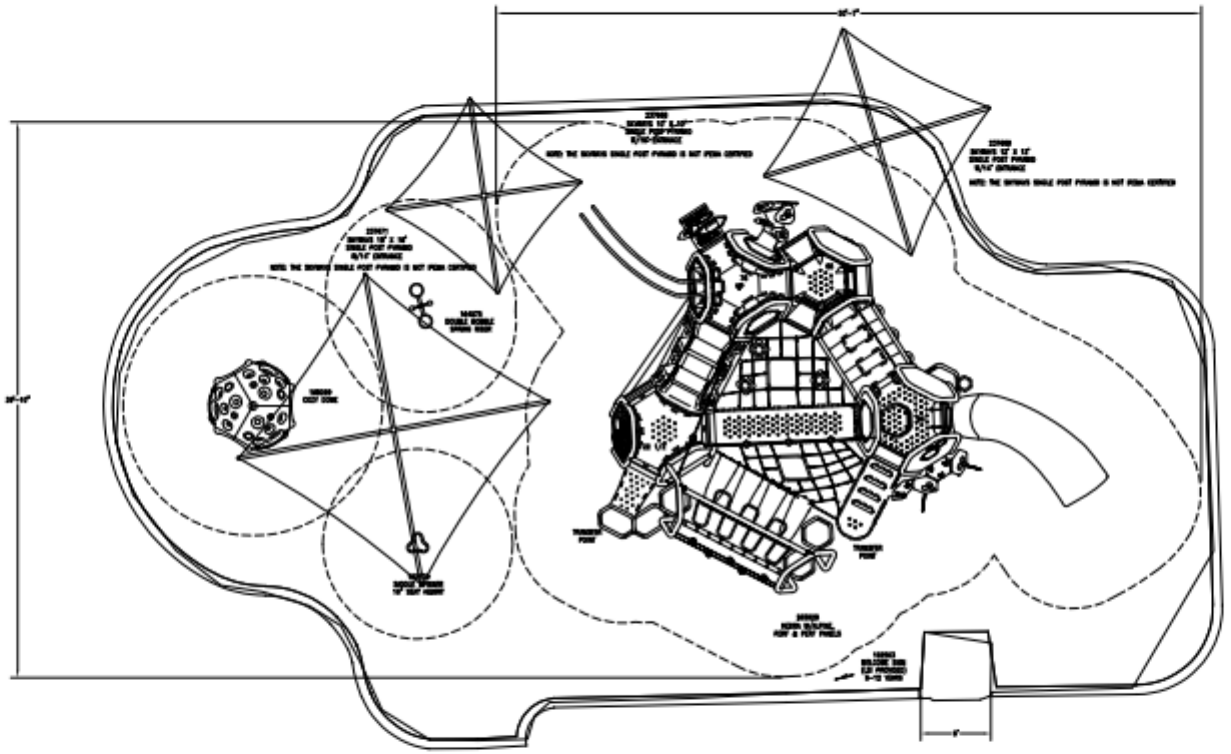
*NOTE: PLEASE VERIFY ALL DIMENSIONS OF PLAY AREA, SIZE, ORIENTATION, AND LOCATIONS OF ALL EXISTING UTILITIES, EQUIPMENT, AND SITE FURNISHINGS PRIOR TO ORDERING. SLIDES SHOULD NOT FACE THE HOT AFTERNOON SUN.



PlayBooster®and Hedrus®
(5-12 years)
Max Fall Height: 88 inches

| | | | |
|---|---|---|---|
| TOTAL ELEVATED PLAY COMPONENTS 14 | | | |
| TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP | 0 | REQUIRED | 0 |
| TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER | 10 | REQUIRED | 7 |
| TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN | 9 | REQUIRED | 5 |
| TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS | 6 | REQUIRED | 6 |

Estimated manufacturing time:
6 weeks from the time of
LSI order acceptance, or receipt of
SkyWays release of fabrication
form if applicable.

landscape structures

IPEMA CERTIFIED

The play components identified on this plan are IPEMA certified. (Unless model number is preceded with *) The use and layout of these components conform to the requirements of ASTM F1487. To verify product certification, visit www.ipema.org

THIS PLAY AREA & PLAY EQUIPMENT IS DESIGNED FOR AGES 5-12 YEARS UNLESS OTHERWISE NOTED ON PLAN.

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THIS CONCEPTUAL PLAN WAS BASED ON INFORMATION AVAILABLE TO US. PRIOR TO CONSTRUCTION, DETAILED SITE INFORMATION INCLUDING SITE DIMENSIONS, TOPOGRAPHY, EXISTING UTILITIES, SOIL CONDITIONS, AND DRAINAGE SOLUTIONS SHOULD BE OBTAINED, EVALUATED, & UTILIZED IN THE FINAL DESIGN. PLEASE VERIFY ALL DIMENSIONS OF PLAY AREA, SIZE, ORIENTATION, AND LOCATION OF ALL EXISTING UTILITIES, EQUIPMENT, AND SITE FURNISHINGS PRIOR TO ORDERING. SLIDES SHOULD NOT FACE THE HOT AFTERNOON SUN.

CHOOSE A PROTECTIVE SURFACING MATERIAL THAT HAS A CRITICAL HEIGHT VALUE TO MEET THE MAXIMUM FALL HEIGHT FOR THE EQUIPMENT (REF. ASTM F1487 STANDARD CONSUMER SAFETY PERFORMANCE SPECIFICATION FOR PLAYGROUND EQUIPMENT FOR PUBLIC USE, SECTION 8 CURRENT REVISION). THE SUBSURFACE MUST BE WELL DRAINED. IF THE SOIL DOES NOT DRAIN NATURALLY IT MUST BE TILED OR SLOPED 1/8" TO 1/4" PER FOOT TO A STORM SEWER OR A "FRENCH DRAIN".

ACCESSIBLE/PROTECTIVE
LOOSE FILL MATERIAL
(ENGINEERED WOOD FIBER SUGGESTED)

DESIGNED BY:
PAR

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LANDSCAPE STRUCTURES, INC.
601 7th STREET SOUTH - P.O. BOX 198
DELANO, MINNESOTA 55328
PH: 1-800-328-0035 FAX: 1-763-972-6081

| Date | Previous Drawing # | Initials |
|---|---|---|
| 11/28/22 | 1169136-03-05 | JMI |
| 11/1/22 | 1169136-03-03 | TLM |
| 10/25/22 | 1169136-03-02 | TLM |

SCALE IN FEET:
0' 5' 10' 20'

The City of Leander
Robin Bledsoe Park
Leander, TX

Whirlix Design, Inc.
Preston Rubsamen

SYSTEM TYPE:
PlayBooster

DRAWING #:
1169136-03-06

# Hedra™

| Sensory Systems Engaged | Motor Skills | Cognitive Skills | Social Skills |
|---|---|---|---|
| Vestibular +<br>Tactile<br>Proprioception<br>Visual | Agility, Balance, Coordination, Endurance, Cardiovascular, Eye-Hand Coordination, Flexibility, Fine Motor Skills, Motor Planning, Core, Upper & Lower Muscle Strength | Problem Solving<br>Strategic Thinking | Cooperation<br>Social Skill Development<br>Imaginative Play |

The Hedra is a climber with a wide variety of challenging climbing elements that children will enjoy. Besides climbing, children can experience sliding and engage in a variety of fine motor play experiences. The interactive panels have great textures and colors for tactile and visual exploration. Children can engage in different physical challenges mixed with great places to just hang out with their friends. An integrated transfer point supports access fort hose who are able to leave their mobility device behind. Every child will find a place to play with this very uniquely shaped climber.

2019 © Kanics Inclusive Design Services, LLC

landscape structures

# Cozy Dome ®

| Sensory Systems Engaged | Motor Skills | Cognitive Skills | Social Skills |
|---|---|---|---|
| Vestibular<br>Proprioception<br>Tactile | Balance, Coordination, Flexibility, Core, Upper & Lower Body Strength, Motor Planning | Problem Solving | Cooperation<br>Social Skill Development<br>Imaginative Play |

The Cozy Dome is a unique climber that is the perfect mix of a fun climber and a cozy place for children to escape to observe others playing. It has round openings for hand and foot placement for climbing. These openings also provide good line of sight for parents who want to keep track of their children hiding within.

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landscape structures

# Double Bobble Rider™

| Sensory Systems Engaged | Motor Skills | Cognitive Skills | Social Skills |
|---|---|---|---|
| Vestibular+<br>Proprioception<br>Tactile | Balance, Coordination, Flexibility, Motor Planning, Core, Lower & Upper Body Strength | Problem Solving | Cooperation<br>Social Skill Development<br>Imaginative Play |

The Double Bobble Rider gives children the chance to rock back and forth together. They will enjoy this linear motion through space as they work together to coordinate their movement to successfully ride together.

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landscape structures

**Landscape Structures Inc. ("Manufacturer") warrants that all playstructures and/or equipment sold will conform in kind and in quality to the specifications manual for the products identified in the Acknowledgment of Order and will be free of defects in manufacturing and material. Manufacturer further warrants:**

**100-Year Limited Warranty** On all PlayBooster® and PlayShaper® aluminum posts, stainless steel fasteners, clamps, beams and caps against structural failure due to corrosion/natural deterioration or manufacturing defects, and on PlayBooster steel posts against structural failure due to material or manufacturing defects.

**15-Year Limited Warranty** On all Evos® and Weevos® steel arches, all plastic components (including TuffTimbers™ edging), all aluminum and steel components not covered above, Mobius® climbers, Rhapsody® Outdoor Musical Instruments, decks and TenderTuff™ coatings (except Wiggle Ladders, Chain Ladders and Swing Chain) against structural failure due to material or manufacturing defects.

**10-Year Limited Warranty** On concrete products against structural failure due to natural deterioration or manufacturing defects. Does not cover minor chips, hairline cracks or efflorescence.

**8-Year Limited Warranty** On Aeronet® climbers and climbing cables against defects in materials or manufacturing defects.

**5-Year Limited Warranty** On Rhapsody® cables and mallets against defects in materials or manufacturing defects, on polycarbonate panels against defects in materials or manufacturing defects, and on bamboo panels against delamination due to defects in materials or manufacturing defects. Does not cover damage which may be associated with the natural characteristics of bamboo aging, including but not limited to discoloration, splitting, cracking, warping or twisting, nor the formation of algae, mold and other forms of fungal-type bodies on bamboo.

**3-Year Limited Warranty** On all other parts, i.e.: Pulse® products, all swing seats and hangers, Mobius climber handholds, Wiggle Ladders, Chain Ladders and ProGuard™ Swing Chain, Track Ride trolleys and bumpers, all rocking equipment including Sway Fun® gliders, belting material, HealthBeat® resistance mechanisms, Seesaws, etc., against failure due to corrosion/ natural deterioration or manufacturing defects.

**The environment near a saltwater coast can be extremely corrosive. Some corrosion and/or deterioration is considered "normal wear" in this environment. Product installed within 500 yards (457 meters) of a saltwater shoreline will only be covered for half the period of the standard product warranty, up to a maximum of five years, for defects caused by corrosion. Products installed in direct contact with saltwater or that are subjected to salt spray are not covered by the standard warranty for any defects caused by corrosion.**

**This warranty does not include any cosmetic issues or wear and tear from normal use of the product, or misuse or abuse of the product. It is valid only if the playstructures and/or equipment are erected to conform with Landscape Structures' installation instructions and maintained according to the maintenance procedures furnished by Landscape Structures Inc.**

# 2023 Play Equipment Warranty

You have our word.

All the warranties commence on date of Manufacturer's invoice. Should any failure to conform to the above express warranties appear within the applicable warranty period, Manufacturer shall, upon being notified in writing promptly after discovery of the defect and within the applicable warranty period, correct such nonconformity either by repairing any defective part or parts, or by making available a replacement part within 60 days of written notification. Manufacturer shall deliver the repaired or replacement part or parts to the site free of charge, but will not be responsible for providing labor or the cost of labor for the removal of the defective part or parts, the installation of any replacement part or parts or for disposal costs of any part or parts. Replacement parts will be warranted for the balance of the original warranty.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

The remedies hereby provided shall be the exclusive and sole remedies of the purchaser. Manufacturer shall not be liable for any direct, indirect, special, incidental or consequential damages.

Manufacturer neither assumes nor authorizes any employee, representative or any other person to assume for Manufacturer any other liability in connection with the sale or use of the structures sold, and there are no oral agreements or warranties collateral to or affecting this agreement. The warranties stated above are valid only if the structures and/or equipment are erected in conformance with Landscape Structures' installation instructions and maintained according to the maintenance procedures furnished by Landscape Structures Inc.; have been subjected to normal use for the purpose for which the goods were designed; have not been exposed to saltwater or salt spray; have not been subject to misuse, negligence, vandalism, or accident; have not been subjected to addition or substitution of parts; and have not been modified, altered, or repaired by persons other than Manufacturer or Manufacturer's designees in any respect which, in the judgement of Manufacturer, affects the condition or operation of the structures.

To make a claim, send your written statement of claim, along with the original job number or invoice number to: Landscape Structures Inc. 601 7th Street South, Delano, Minnesota, 55328-8605.

**Signed:** _____ President **Date:** 01/01/2023

Whirlix
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landscape structures®

FOR A BETTER TOMORROW

# WE PLAY TODAY

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**AGENDA ITEM # 24**

**EXECUTIVE SUMMARY**
**03/16/2023**

**AGENDA SUBJECT:**

Approval of purchase of playground equipment for Robin Bledsoe Park from Whirlix Design, Inc. in the amount of $185,000.00 utilizing the BuyBoard Contract 679-22; and authorize the City Manager to execute any and all necessary documents.

**BACKGROUND:**

In 2022, the Parks and Recreation Department developed a Playground Replacement Plan to replace older playgrounds in the park system as funding becomes available during the annual budget cycle. In FY 2022, the Leander City Council appropriated $187,000.00 to replace the existing playground which is nearly twenty (20) years old. Robin Bledsoe Park (formerly City Park) is the oldest and one of the most heavily used parks and playgrounds in the park system. Robin Bledsoe Park is only sixteen (16) acres in size but contains many amenities (aquatics, multi-sport synthetic fields, amphitheater, basketball, etc.) that reach a large number of residents throughout the year. Its impact on not only the surrounding residential neighborhoods but the entire Leander community is extensive.

The existing playground has been identified by Park staff, the Parks and Recreation Advisory Board and Leander residents as in need of replacement due to the fact of increased maintenance costs; heavy use; the type of material of the equipment continues to change; and enhanced safety features for the youth of Leander.

Utilizing a qualified commercial Playground Company allows the city to be in compliance with federal standards and guidelines from the Consumer Product Safety Commission (CPSC); American Standards for Testing and Materials (ASTM); and the National Safety Council (NSC).

Allow for approximately 5 months leeway for playground manufacturing and shipping with an anticipated arrival in August 2023. Installation is anticipated to begin in August after school is back in session and completion/grand re-opening in September 2023.

**PRESENTER:**

Mark Tummons, Parks and Recreation Director

**Fiscal Impact**

| | |
|---|---|
| **Amount requested:** | $185,000.00 |
| **Approved in current budget (Yes / No):** | Yes |
| **Expenditure (New / Amended):** | New |
| **Recurring or one-time:** | One Time |
| **Fund source (Operating / Utility / etc.):** | General CIP |

**Attachments**

1. Robin Bledsoe Proposal
2. Hedra Sensory Benefits
3. Layout
4. Playground Images

5. PowerPoint

**Date:** March 6th, 2023
**Project:** Robin Bledsoe Park – City of Leander PARD
**Location:** 601 S. Bagdad Road, Leander TX 78641

**To:** Mark Tummons – Parks and Recreation Director

**Proposal Expires:** April 6th, 2023
**Please note that current fluctuations in material pricing may cause a proposal increase between now and The acceptance of this agreement.**

**BUYBOARD CONTRACT # 679-22, VENDOR # 3120**

**We are a self-reporting vendor for Buy Board. Please send all purchase orders, payments, etc. directly to The Whirlix Design team.**

| | |
|---|---|
| Series: | ***Landscape Structures (1169136-03-06) – Hedra Concept*** |
| Surface: | ***Engineered Wood Fiber*** |
| Installation: | ***By Factory Trained and Certified Installers*** |
| Quantity/Sizes: | ***See Attached Renders*** |

**Base Bid: *$185,000***
**(One Hundred Eighty-Five Thousand Dollars and Zero Cents)**

**Base Bid Includes:**

- LSI Design #1169136-03-06 (Final Colors TBD & Don't Affect Price)
  - Hedra 5-12 with Alpine Slide
  - 1 Total – Skyways 10 ft. x 10 ft. x 10 ft. entry height single post pyramid shade
  - 1 Total -Skyways 12 ft. x 12 ft. x 14 ft. entry height single post pyramid shade
  - 1 Total – Skyways 16 ft. x 16 ft. x 14 ft. entry height single post pyramid shade
  - 1 Total – Cozy Dome
  - 1 Total – Double Bobble Rider
  - 1 Total- Saddle Spinner
- Freight
- Engineered Wood Fiber as Shown on Renders – 2,712 sq. Ft Fibar System At 12 Inches Deep With Geotextile Fabric
- Certified Installation of Both The Playground Equipment & Engineered Wood Fiber
- ADA Compliant Play Structures
- Full Submittal Package
- Warranty As Specified – Best in the Business!

**Base Bid Excludes:**

- Any Fencing To Close The Site Off For Construction
- Concrete Curb Border For The Playground (Already Existing)
- Winged Concrete ADA Ramp Going Into The Playground Pit – (Already Existing)
- Any and All Drainage Rock or Systems
  - For example, supplying and installing approx. 4 inches of drain rock across the playground. This would currently be a cost from us of: $9,167. This work could be done by us with a change order or be done in house or by others (if necessary). We'd work with you to discuss a solution should drainage need to be addressed.
- Demo and Haul Off Of The Existing Equipment and Footings
  - Footings must be removed!

- Removal and Haul Off of Existing EWF – Whirlix Wil Work With You On Elevations
- Excavation and Removal of Soil
- Haul off or On-Site Disposal of Remaining Dirt).
- Drilling Through Rocky Soil
- Hitting of New or Existing Sprinkler pipes
- Hitting Of Private Electrical, Water, Sewer, Internet, Etc. That Are Not Detectible During A Commercial Line Location
- Sod Replacement due to Reasonable Path of Travel to Project or Play Area Location. We Need Access To Project Location.
- Surveying of Site
- Craning of Equipment
- Logistical Issues that Prevent Truck or Equipment Access to Site
- Special Augers or Drilling Equipment
- Setting of Control Points or Benchmarks
- Remobilization Charges Due to Weather or Project Delays
- Offsite Storage of Equipment Due to Weather or Project Related Delays
- On Site Security
- Permitting and Inspections
- Third Party Inspections
- Dumpster
- Latrine on Site
- Geotechnical Report
- Wet Stamped Engineering Drawings
- Sales Tax
- Textura, Oracle, etc.
- Professional Liability Insurance
- Construction Management Software Required for a Specific Project
- Certified Payroll / Progress Billing
- Payment, Performance, and Maintenance Bonds
- Use of Credit Cards as Payment

**Terms: Net 30 for Existing Customers. All new customers are subject to a credit check and Possible deposit.**

**Payment terms will be based, in part, on credit review that is pulled from The Experian Business Division.**

**Pursuant to Tex. Prop. Code § 53.159, Whirlix will need any and all Bond information at the time of Signed Proposal, Contract, and / or Deposit.**

All taxes now or hereafter levied by federal, state or local authority upon the sale of any of the forgoing products to be paid for by the purchaser. All quotations are subject to the conditions printed on the following pages if any and when accepted are subject to the approval of an officer of this company.

**Prepared by Josh Bailey**· Whirlix Design Inc · jbailey@whirlix.com · 512-225-4314

**Acceptance of Approval:** The above prices, specifications, and conditions are satisfactory and accepted. You are hereby authorized to provide all items described above. Any balances not paid within thirty (30) days of the date of the invoice shall accrue interest at the rate of 18% per annum. Any action to construe, declare or enforce this contract shall only be brought in a

court of competent jurisdiction with venue lying solely and exclusively in Dallas County, Texas. The prevailing party in any action brought to construe, declare or enforce this contract shall be entitled to recover its actual attorney's fees, attorney's travel time charges and expenses, paralegal fees, computer access and utilization charges, expert witness fees and expenses, costs, expenses and expenses of investigation, discovery, and litigation. The parties to this contract expressly waive the right to trial by jury of any cause of action or defense pertaining to this contract. The above prices, specifications, and conditions are satisfactory and accepted. You are hereby authorized to provide all items described above.

**Date: _____ Signature: _____**

# Hedra™

| Sensory Systems Engaged | Motor Skills | Cognitive Skills | Social Skills |
|---|---|---|---|
| Vestibular +<br>Tactile<br>Proprioception<br>Visual | Agility, Balance, Coordination, Endurance, Cardiovascular, Eye-Hand Coordination, Flexibility, Fine Motor Skills, Motor Planning, Core, Upper & Lower Muscle Strength | Problem Solving<br>Strategic Thinking | Cooperation<br>Social Skill Development<br>Imaginative Play |

The Hedra is a climber with a wide variety of challenging climbing elements that children will enjoy. Besides climbing, children can experience sliding and engage in a variety of fine motor play experiences. The interactive panels have great textures and colors for tactile and visual exploration. Children can engage in different physical challenges mixed with great places to just hang out with their friends. An integrated transfer point supports access fort hose who are able to leave their mobility device behind. Every child will find a place to play with this very uniquely shaped climber.

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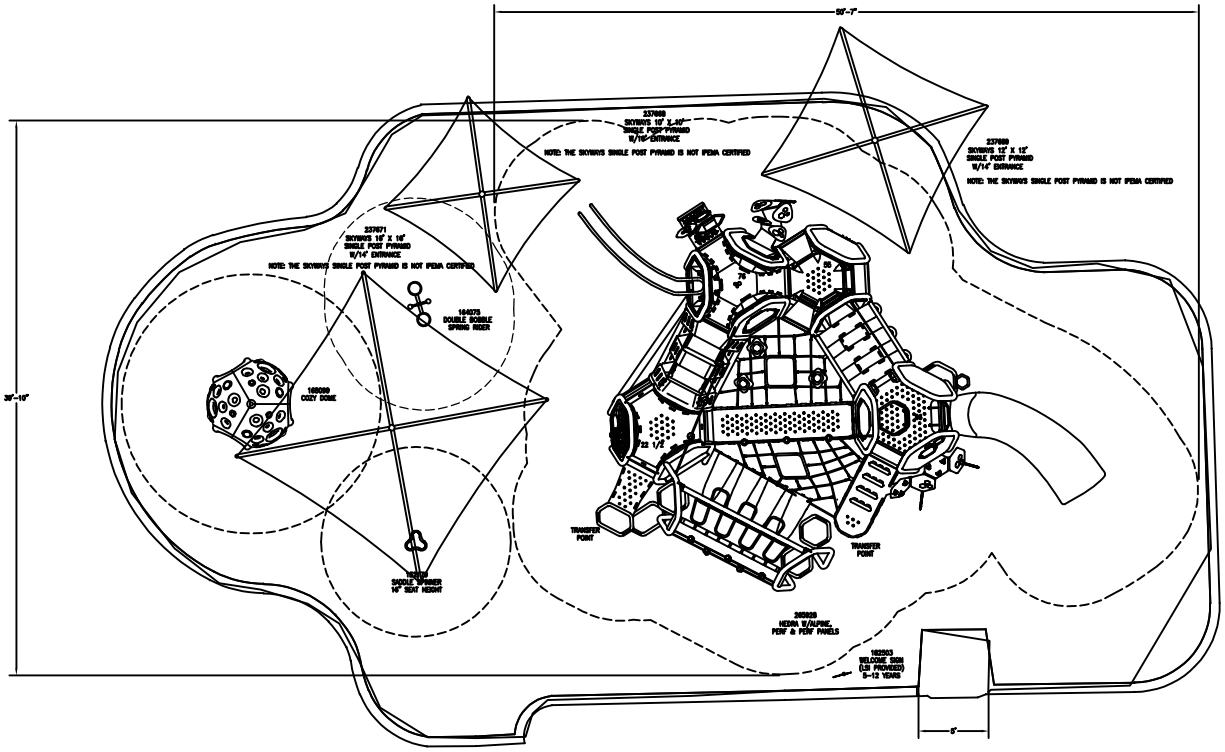
landscape structures

*NOTE: PLEASE VERIFY ALL DIMENSIONS OF PLAY AREA, SIZE, ORIENTATION, AND LOCATIONS OF ALL EXISTING UTILITIES, EQUIPMENT, AND SITE FURNISHINGS PRIOR TO ORDERING. SLIDES SHOULD NOT FACE THE HOT AFTERNOON SUN.




PlayBooster®and Hedra®
(5-12 years)
Max Fall Height: 88 inches

| | | | |
|---|---|---|---|
| TOTAL ELEVATED PLAY COMPONENTS | 14 | | |
| TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP | 0 | REQUIRED | 0 |
| TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER | 10 | REQUIRED | 7 |
| TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN | 9 | REQUIRED | 5 |
| TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS | 6 | REQUIRED | 6 |

Estimated manufacturing time:
6 weeks from the time of
LSI order acceptance, or receipt of
SkyWays release of fabrication
form if applicable.

landscape structures

The play components identified on this plan are IPEMA certified. (Unless model number is preceded with *) The use and layout of these components conform to the requirements of ASTM F1487. To verify product certification, visit www.ipema.org

THIS PLAY AREA & PLAY EQUIPMENT IS DESIGNED FOR AGES 5-12 YEARS UNLESS OTHERWISE NOTED ON PLAN.

IT IS THE MANUFACTURERS OPINION THAT THIS PLAY AREA DOES CONFORM TO THE A.D.A. ACCESSIBILITY STANDARDS, ASSUMING AN ACCESSIBLE PROTECTIVE SURFACING IS PROVIDED, AS INDICATED, OR WITHIN THE ENTIRE USE ZONE.

THIS CONCEPTUAL PLAN WAS BASED ON INFORMATION AVAILABLE TO US. PRIOR TO CONSTRUCTION, DETAILED SITE INFORMATION INCLUDING SITE DIMENSIONS, TOPOGRAPHY EXISTING UTILITIES, SOIL CONDITIONS, AND DRAINAGE SOLUTIONS SHOULD BE OBTAINED, EVALUATED, & UTILIZED IN THE FINAL DESIGN. PLEASE VERIFY ALL DIMENSIONS OF PLAY AREA, SIZE, ORIENTATION, AND LOCATION OF ALL EXISTING UTILITIES, EQUIPMENT, AND SITE FURNISHINGS PRIOR TO ORDERING. SLIDES SHOULD NOT FACE THE HOT AFTERNOON SUN.

CHOOSE A PROTECTIVE SURFACING MATERIAL THAT HAS A CRITICAL HEIGHT VALUE TO MEET THE MAXIMUM FALL HEIGHT FOR THE EQUIPMENT (REF. ASTM F1487 STANDARD CONSUMER SAFETY PERFORMANCE SPECIFICATION FOR PLAYGROUND EQUIPMENT FOR PUBLIC USE, SECTION 8 CURRENT REVISION). THE SUBSURFACE MUST BE WELL DRAINED. IF THE SOIL DOES NOT DRAIN NATURALLY IT MUST BE TILED OR SLOPED 1/8" TO 1/4" PER FOOT TO A STORM SEWER OR A "FRENCH DRAIN".

ACCESSIBLE/PROTECTIVE
LOOSE FILL MATERIAL
(ENGINEERED WOOD FIBER SUGGESTED)

DESIGNED BY:
PAR

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LANDSCAPE STRUCTURES, INC.
601 7th STREET SOUTH - P.O. BOX 198
DELANO, MINNESOTA 55328
PH: 1-800-328-0035 FAX: 1-763-972-6081

| Date | Previous Drawing # | Initials |
|---|---|---|
| 11/28/22 | 1169136-03-05 | JMI |
| 11/1/22 | 1169136-03-03 | TLM |
| 10/25/22 | 1169136-03-02 | TLM |

SCALE IN FEET:
0' 5' 10' 20'

The City of Leander
Robin Bledsoe Park
Leander, TX

Whirlix Design, Inc.
Preston Rubsamen

SYSTEM TYPE:
PlayBooster

DRAWING #:
1169136-03-06

ISO 9001:2015 Certified

landscape structures

The City of Leander Robin Bledsoe

1169136-03-06 • 3.1.202

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# Devine Lake and Robin Bledsoe Park Playgrounds

# Devine Lake

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The City of Leander PARD Devine Lake Park

1169905-01-01PAR • 2.28.2023

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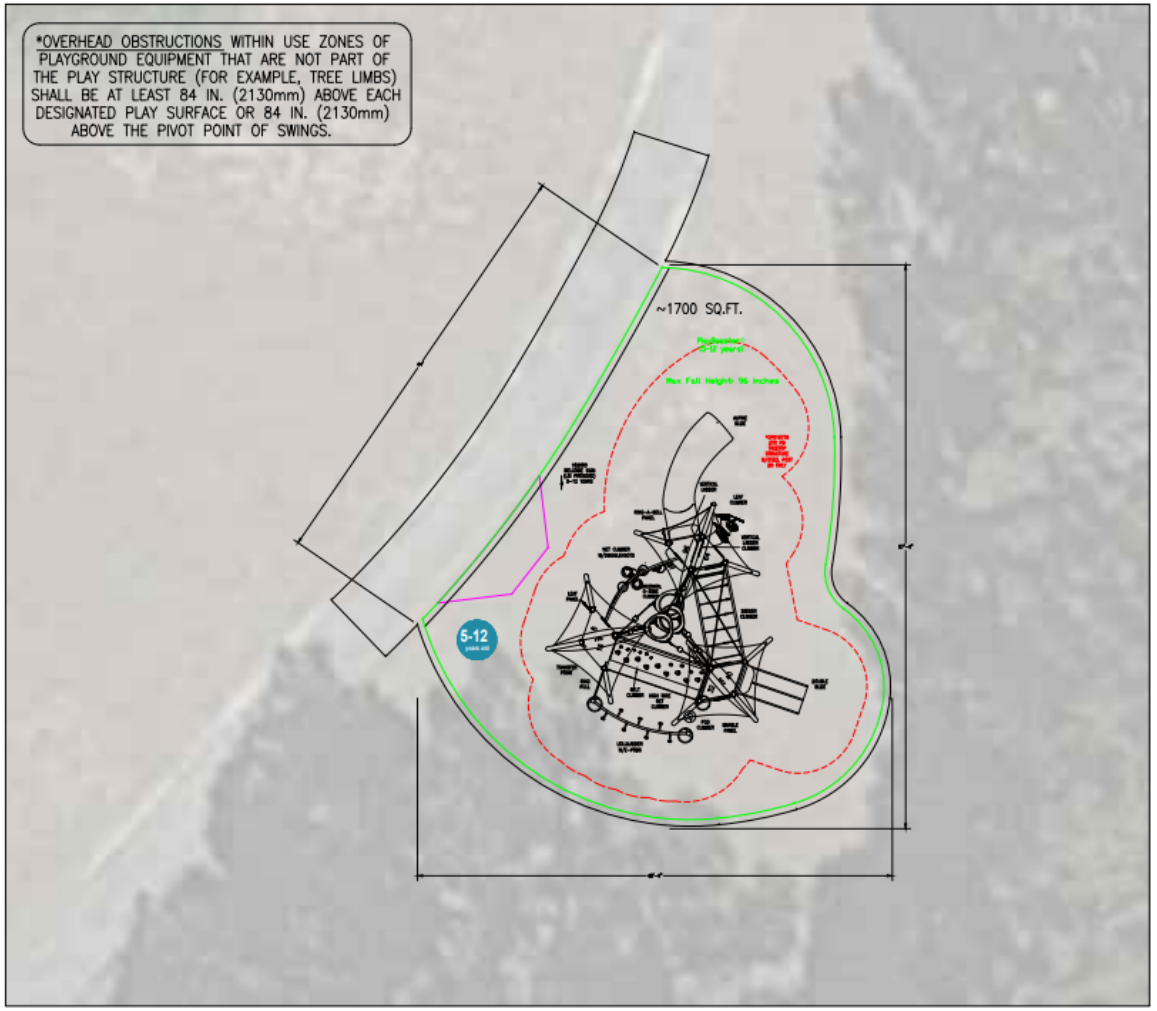
*OVERHEAD OBSTRUCTIONS WITHIN USE ZONES OF PLAYGROUND EQUIPMENT THAT ARE NOT PART OF THE PLAY STRUCTURE (FOR EXAMPLE, TREE LIMBS) SHALL BE AT LEAST 84 IN. (2130mm) ABOVE EACH DESIGNATED PLAY SURFACE OR 84 IN. (2130mm) ABOVE THE PIVOT POINT OF SWINGS.




## 5–12 EQUIPMENT

| | | | |
|---|---|---|---|
| TOTAL ELEVATED PLAY COMPONENTS | 10 | | |
| TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP | 0 | REQUIRED | 0 |
| TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER | 5 | REQUIRED | 5 |
| TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN | 5 | REQUIRED | 3 |
| TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS | 4 | REQUIRED | 4 |

THIS CONCEPTUAL PLAN WAS BASED ON INFORMATION AVAILABLE TO US. PRIOR TO CONSTRUCTION, DETAILED SITE INFORMATION CONCERNING TOPOGRAPHY, EXISTING UTILITIES, SOIL CONDITIONS, AND DRAINAGE SOLUTIONS SHOULD BE OBTAINED, EVALUATED AND UTILIZED IN THE FINAL DESIGN DEVELOPMENT.

Estimated manufacturing time:
4 weeks from the time of LSI order acceptance, or receipt of SkyWays release of fabrication form if applicable.

landscape structures

The play components identified on this plan are IPEMA certified. (Unless model number is preceded with *) The use and layout of these components conform to the requirements of ASTM F1487. To verify product certification, visit www.ipema.org

THIS PLAY AREA & PLAY EQUIPMENT IS DESIGNED FOR AGES 5–12 YEARS UNLESS OTHERWISE NOTED ON PLAN.

IT IS THE MANUFACTURERS OPINION THAT THIS PLAY AREA DOES CONFORM TO THE A.D.A. ACCESSIBILITY STANDARDS, ASSUMING AN ACCESSIBLE PROTECTIVE SURFACING IS PROVIDED, AS INDICATED, OR WITHIN THE ENTIRE USE ZONE.

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CHOOSE A PROTECTIVE SURFACING MATERIAL THAT HAS A CRITICAL HEIGHT VALUE TO MEET THE MAXIMUM FALL HEIGHT FOR THE EQUIPMENT (REF. ASTM F1487 STANDARD CONSUMER SAFETY PERFORMANCE SPECIFICATION FOR PLAYGROUND EQUIPMENT FOR PUBLIC USE, SECTION 8 CURRENT REVISION). THE SUBSURFACE MUST BE WELL DRAINED. IF THE SOIL DOES NOT DRAIN NATURALLY IT MUST BE TILED OR SLOPED 1/8" TO 1/4" PER FOOT TO A STORM SEWER OR A "FRENCH DRAIN".

ACCESSIBLE/PROTECTIVE
LOOSE FILL MATERIAL
(ENGINEERED WOOD FIBER SUGGESTED)

DESIGNED BY:
PAR

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DELANO, MINNESOTA 55328
PH: 1-800-328-0035 FAX: 1-763-972-6091

| Date | Previous Drawing # | Initials |
|---|---|---|
| | | |
| | | |
| | | |

SCALE IN FEET:
0' 5' 10' 20' 40'

N

The City of Leander PARD
Devine Lake Park
Leander, TX

Whirlix
Design Inc
Josh Bailey

SYSTEM TYPE:
SmartPlay

DRAWING #:
1169905–01–01

# Smart Play® Tree Tops™

landscape structures®

| Sensory Systems Engaged | Motor Skills |
|---|---|
| Vestibular+<br>Proprioception<br>Tactile<br>Visual<br>Auditory | Agility, Balance, Coordination,<br>Endurance, Fine Motor,<br>Eye-hand Coordination, Motor Planning,<br>Core, Upper & Lower Body Strength |
| **Cognitive Skills** | **Social Skills** |
| Problem Solving<br>Strategic Thinking | Cooperation<br>Social Skill Development<br>Imaginative Play |

Tree Tops provides children with multiple ways to enter and leave this unique structure. Children can transfer into the imaginary forest at the transfer point then move along the Belt Climber to the next area of play. Elements like the Leaf Climber, Vertical Ladder provide other climbing paths. Once in the trees they will find many different ways to move around the structure without touching the ground. The Lolliladder™, Ring Pull and Seeker Climber allow them to use their upper body to swing to the next tree. The Vine Climber with SwiggleKnots™ and horizontal O-Zone® Rings provide full body workouts as they move to higher perches. Children can engage in sensory play at the Marble Panel® and Ring-A-Bell™ Panels. They can also track the footprints of assorted animals along the Belt Bridge. Besides climbing, children can experience sliding with their friends on the Double Slide or experience the thrill of swooping down the Alpine™ Slide. Every child will find a place to play with this very unique collection of trees.

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# Robin Bledsoe Park

landscape structures®

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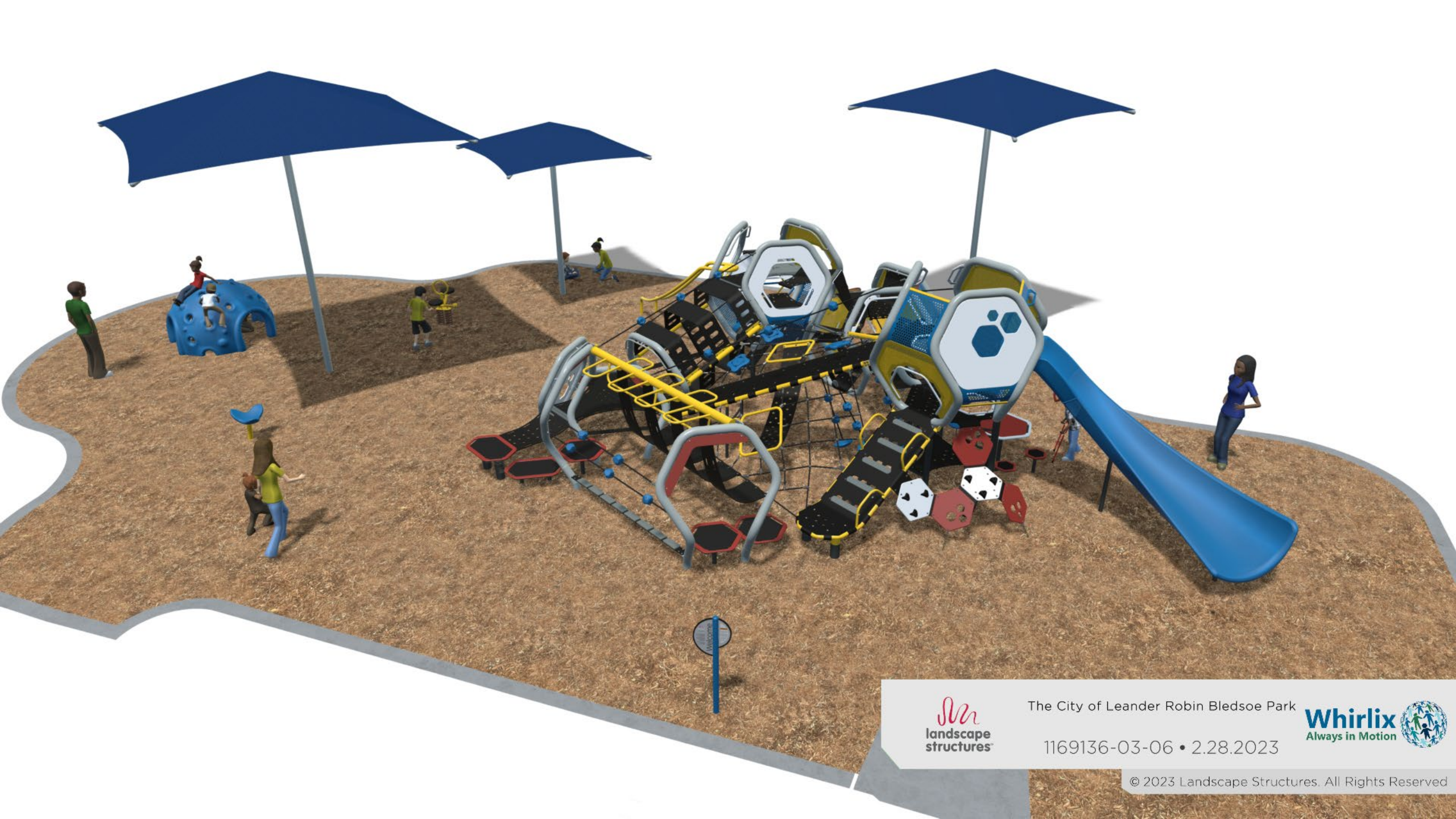


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The City of Leander Robin Bledsoe Park

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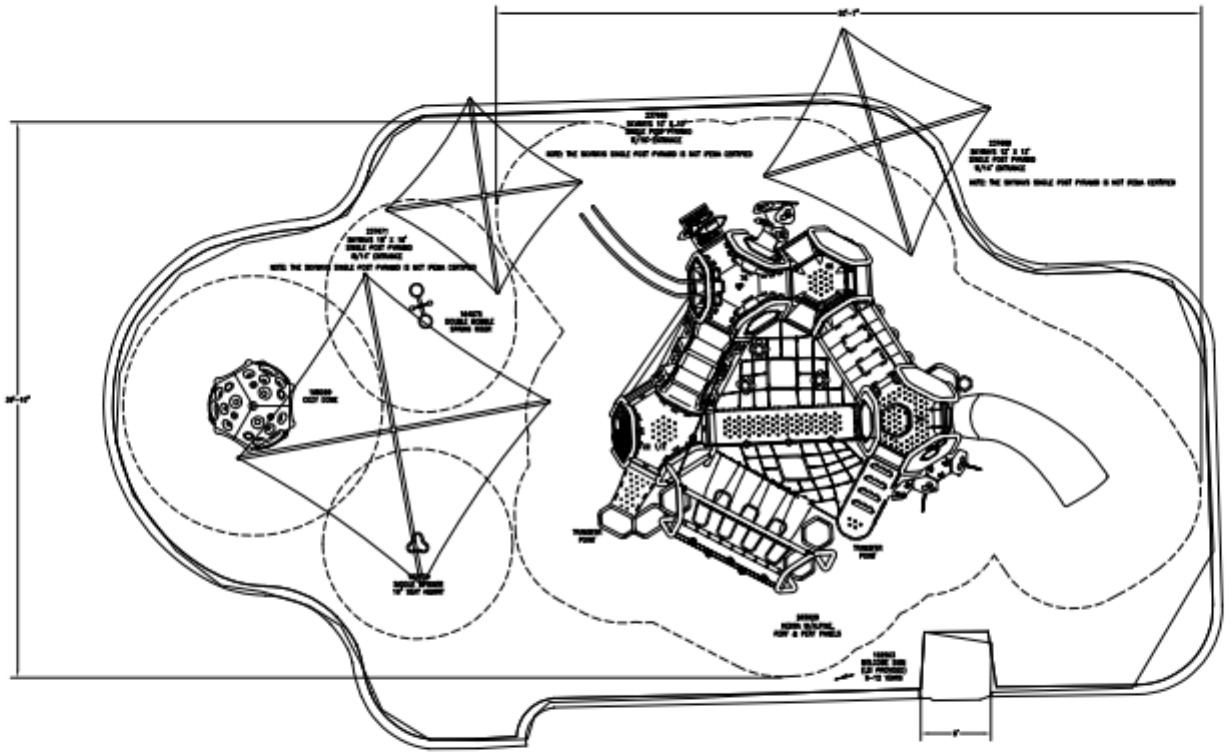

PlayBooster®and Hedrus®
(5-12 years)
Max Fall Height: 88 inches

| | | | |
|---|---|---|---|
| TOTAL ELEVATED PLAY COMPONENTS 14 | | | |
| TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP | 0 | REQUIRED | 0 |
| TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER | 10 | REQUIRED | 7 |
| TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN | 9 | REQUIRED | 5 |
| TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS | 6 | REQUIRED | 6 |

Estimated manufacturing time:
6 weeks from the time of
LSI order acceptance, or receipt of
SkyWays release of fabrication
form if applicable.

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IPEMA CERTIFIED

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ACCESSIBLE/PROTECTIVE
LOOSE FILL MATERIAL
(ENGINEERED WOOD FIBER SUGGESTED)

DESIGNED BY:
PAR

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601 7th STREET SOUTH - P.O. BOX 198
DELANO, MINNESOTA 55328
PH: 1-800-328-0035 FAX: 1-763-972-6081

| Date | Previous Drawing # | Initials |
|---|---|---|
| 11/28/22 | 1169136-03-05 | JMI |
| 11/1/22 | 1169136-03-03 | TLM |
| 10/25/22 | 1169136-03-02 | TLM |

SCALE IN FEET:
0' 5' 10' 20'

The City of Leander
Robin Bledsoe Park
Leander, TX

Whirlix Design, Inc.
Preston Rubsamen

SYSTEM TYPE:
PlayBooster

DRAWING #:
1169136-03-06

# Hedra™

| Sensory Systems Engaged | Motor Skills | Cognitive Skills | Social Skills |
|---|---|---|---|
| Vestibular +<br>Tactile<br>Proprioception<br>Visual | Agility, Balance, Coordination, Endurance, Cardiovascular, Eye-Hand Coordination, Flexibility, Fine Motor Skills, Motor Planning, Core, Upper & Lower Muscle Strength | Problem Solving<br>Strategic Thinking | Cooperation<br>Social Skill Development<br>Imaginative Play |

The Hedra is a climber with a wide variety of challenging climbing elements that children will enjoy. Besides climbing, children can experience sliding and engage in a variety of fine motor play experiences. The interactive panels have great textures and colors for tactile and visual exploration. Children can engage in different physical challenges mixed with great places to just hang out with their friends. An integrated transfer point supports access fort hose who are able to leave their mobility device behind. Every child will find a place to play with this very uniquely shaped climber.

2019 © Kanics Inclusive Design Services, LLC

landscape structures

# Cozy Dome ®

| Sensory Systems Engaged | Motor Skills | Cognitive Skills | Social Skills |
|---|---|---|---|
| Vestibular<br>Proprioception<br>Tactile | Balance, Coordination, Flexibility, Core, Upper & Lower Body Strength, Motor Planning | Problem Solving | Cooperation<br>Social Skill Development<br>Imaginative Play |

The Cozy Dome is a unique climber that is the perfect mix of a fun climber and a cozy place for children to escape to observe others playing. It has round openings for hand and foot placement for climbing. These openings also provide good line of sight for parents who want to keep track of their children hiding within.

2019 © Kanics Inclusive Design Services, LLC

landscape structures

# Double Bobble Rider™

| Sensory Systems Engaged | Motor Skills | Cognitive Skills | Social Skills |
|---|---|---|---|
| Vestibular+<br>Proprioception<br>Tactile | Balance, Coordination, Flexibility, Motor Planning, Core, Lower & Upper Body Strength | Problem Solving | Cooperation<br>Social Skill Development<br>Imaginative Play |

The Double Bobble Rider gives children the chance to rock back and forth together. They will enjoy this linear motion through space as they work together to coordinate their movement to successfully ride together.

2019 © Kanics Inclusive Design Services, LLC

landscape structures

**Landscape Structures Inc. ("Manufacturer") warrants that all playstructures and/or equipment sold will conform in kind and in quality to the specifications manual for the products identified in the Acknowledgment of Order and will be free of defects in manufacturing and material. Manufacturer further warrants:**

**100-Year Limited Warranty** On all PlayBooster® and PlayShaper® aluminum posts, stainless steel fasteners, clamps, beams and caps against structural failure due to corrosion/natural deterioration or manufacturing defects, and on PlayBooster steel posts against structural failure due to material or manufacturing defects.

**15-Year Limited Warranty** On all Evos® and Weevos® steel arches, all plastic components (including TuffTimbers™ edging), all aluminum and steel components not covered above, Mobius® climbers, Rhapsody® Outdoor Musical Instruments, decks and TenderTuff™ coatings (except Wiggle Ladders, Chain Ladders and Swing Chain) against structural failure due to material or manufacturing defects.

**10-Year Limited Warranty** On concrete products against structural failure due to natural deterioration or manufacturing defects. Does not cover minor chips, hairline cracks or efflorescence.

**8-Year Limited Warranty** On Aeronet® climbers and climbing cables against defects in materials or manufacturing defects.

**5-Year Limited Warranty** On Rhapsody® cables and mallets against defects in materials or manufacturing defects, on polycarbonate panels against defects in materials or manufacturing defects, and on bamboo panels against delamination due to defects in materials or manufacturing defects. Does not cover damage which may be associated with the natural characteristics of bamboo aging, including but not limited to discoloration, splitting, cracking, warping or twisting, nor the formation of algae, mold and other forms of fungal-type bodies on bamboo.

**3-Year Limited Warranty** On all other parts, i.e.: Pulse® products, all swing seats and hangers, Mobius climber handholds, Wiggle Ladders, Chain Ladders and ProGuard™ Swing Chain, Track Ride trolleys and bumpers, all rocking equipment including Sway Fun® gliders, belting material, HealthBeat® resistance mechanisms, Seesaws, etc., against failure due to corrosion/ natural deterioration or manufacturing defects.

**The environment near a saltwater coast can be extremely corrosive. Some corrosion and/or deterioration is considered "normal wear" in this environment. Product installed within 500 yards (457 meters) of a saltwater shoreline will only be covered for half the period of the standard product warranty, up to a maximum of five years, for defects caused by corrosion. Products installed in direct contact with saltwater or that are subjected to salt spray are not covered by the standard warranty for any defects caused by corrosion.**

**This warranty does not include any cosmetic issues or wear and tear from normal use of the product, or misuse or abuse of the product. It is valid only if the playstructures and/or equipment are erected to conform with Landscape Structures' installation instructions and maintained according to the maintenance procedures furnished by Landscape Structures Inc.**

# 2023 Play Equipment Warranty

You have our word.

All the warranties commence on date of Manufacturer's invoice. Should any failure to conform to the above express warranties appear within the applicable warranty period, Manufacturer shall, upon being notified in writing promptly after discovery of the defect and within the applicable warranty period, correct such nonconformity either by repairing any defective part or parts, or by making available a replacement part within 60 days of written notification. Manufacturer shall deliver the repaired or replacement part or parts to the site free of charge, but will not be responsible for providing labor or the cost of labor for the removal of the defective part or parts, the installation of any replacement part or parts or for disposal costs of any part or parts. Replacement parts will be warranted for the balance of the original warranty.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

The remedies hereby provided shall be the exclusive and sole remedies of the purchaser. Manufacturer shall not be liable for any direct, indirect, special, incidental or consequential damages.

Manufacturer neither assumes nor authorizes any employee, representative or any other person to assume for Manufacturer any other liability in connection with the sale or use of the structures sold, and there are no oral agreements or warranties collateral to or affecting this agreement. The warranties stated above are valid only if the structures and/or equipment are erected in conformance with Landscape Structures' installation instructions and maintained according to the maintenance procedures furnished by Landscape Structures Inc.; have been subjected to normal use for the purpose for which the goods were designed; have not been exposed to saltwater or salt spray; have not been subject to misuse, negligence, vandalism, or accident; have not been subjected to addition or substitution of parts; and have not been modified, altered, or repaired by persons other than Manufacturer or Manufacturer's designees in any respect which, in the judgement of Manufacturer, affects the condition or operation of the structures.

To make a claim, send your written statement of claim, along with the original job number or invoice number to: Landscape Structures Inc. 601 7th Street South, Delano, Minnesota, 55328-8605.

**Signed:** _____ President **Date:** 01/01/2023

Whirlix
Always in Motion

landscape structures®

FOR A BETTER TOMORROW

# WE PLAY TODAY

©2020 Landscape Structures

**AGENDA ITEM # 25**

# EXECUTIVE SUMMARY
**03/16/2023**

**AGENDA SUBJECT:**

Conduct a Public Hearing regarding Zoning Case Z-22-0048 to amend the current zoning of TF-2-B (Two-Family) to adopt the Lion Drive Minor PUD (Planned Unit Development) with a base zoning district of SFT-2-A (Single-Family Townhouse) on three (3) parcels of land approximately 1.14 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R619654, R619653, and R61952; and more commonly known as 507-519 Lion Drive, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-22-0048 as described above.

**BACKGROUND:**

This request is the second step in the zoning process.

**HISTORY/TIMELINE:**

01/20/1969 – Final Plat- Leander Heights, Sec 2
01/20/1978 – Annexation
04/03/2018 – Replat- Leander Heights, Sec 2, Lots 6A & 6B, Blk A Amended Replat
09/20/2021 – Replat- Leander Heights, Sec 2, Lots 6A-1, 6B-1 & 6C-1, Blk A Amended Replat
02/23/2023 – Planning & Zoning Commission, 1st Public Hearing

**APPLICANT/AGENT:**

Linda and Del Ray Sudderth

**RECOMMENDATION:**

Staff recommends approval of this request. The amendment does not change the density of the project; it updates the setbacks and design standards. The Planning & Zoning Commission unanimously recommended approval of the request on February 23, 2023.

**PRESENTER:**

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

## Attachments

1. Planning Analysis
2. Current Zoning Map
3. Future Land Use Map
4. Public Notification Map
5. Proposed Zoning Map
6. Aerial Map
7. PUD Notes and Conceptual Site Layout & Land Use Plan
8. Letter of Intent
9. Neighborhood Outreach
10. Ordinance
11. P&Z Minutes

# PLANNING ANALYSIS

ZONING CASE Z-22-0048
LION DRIVE MINOR PUD

## GENERAL INFORMATION

**Owner/Agent:** Linda and Del Ray Sudderth.

**Current Zoning:** TF-2-B (Two-Family)

**Proposed Zoning:** Lion Drive Minor PUD (Planned Unit Development) with the following base district: SFT-2-A (Single-Family Townhouse)

**Size and Location:** The property is located 507 & 509, 511 & 513, 515 & 517 Lion Drive, including 3.44 acres.

**Staff Contact:** Justin Hunt
Planner

## APPLICANT REQUEST

The applicant has submitted a request to change the designated zoning district of their property in order to develop Townhouses along Lion Drive with no more than two attached per lot. The allowable uses shall include duplexes, and the development will be limited to 6 units. This case also includes a request to allow for 3:12 roof pitches.

## 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 proposal will not increase the density of the project. Changing from the TF base district to the SFT base district will reduce the setback requirements.

## SITE INFORMATION:

**ABUTTING ZONING AND LAND USE:**

| | ZONING | LAND USE |
|---|---|---|
| NORTH | LO-2-A | Kepler Stem School |
| EAST | TF-2-B | Single-Family Home |
| SOUTH | MF-2-B | Church |
| WEST | TF-2-B | Single-Family Home |

**SURROUNDING AREA:**
This Local Office is located to the north of the subject properties (Kepler Stem School), and to the east and west of the site are single-family homes under a Two-Family zoning. The property to the south is currently a church, and zoned Multi-Family.

**PHYSICAL AND NATURAL FEATURES:**
This property contains minimal tree cover and is mostly open land.

**PROPERTY HISTORY:**
This property was annexed into the City of Leander before 1992.

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

- This property was rezoned before 2004.

**MAJOR CORRIDORS:**
This property has access onto Lion Drive.

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

- Leander Heights, Sec 2 Final Plat
- Leander Heights, Sec 2, Lot 6-A & 6-B, Blk A Short Form Final Plat
- Leander Heights, Sec 2, Lots 6A & 6B, Blk A Amended Replat
- Leander Heights, Sec 2, Lots 6A-1, 6B-1 & 6C-1, Blk A Amended Replat

**EXISTING UTILITIES:**
There is a six inch (6“) water line to the south of the property and a four inch (4”) waterline running across the frontage of the property. There is a six inch (6”) wastewater line the property will have available access.

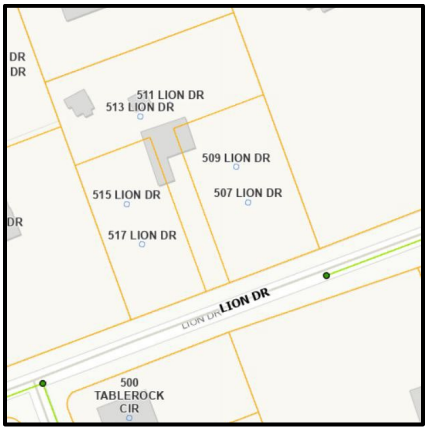


*Figure 1 Wastewater*

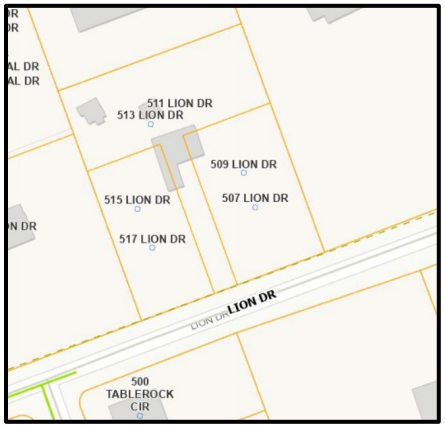


*Figure 2 Water*

**CURRENT LAND USES:**
This property is currently has a single-family home located on the property along with other accessory structures.

**PROPOSED ZONING DISTRICT:**

**USE COMPONENT**

**SFT – SINGLE FAMILY TOWNHOUSE**:

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

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

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

**SITE COMPONENT**

**TYPE 2**:

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

*Intent*:

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

**ARCHITECTURAL COMPONENT**

**TYPE 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.

**Applicable Future Land Use categories**

**NEIGHBORHOOD RESIDENTIAL**

- The Neighborhood Residential land use category is intended to be developed primarily as new single-family detached residential subdivisions with associated amenities, such as parks, trails, open space areas, and elementary schools. These areas are intended to have a mix of suburban and auto-oriented development character which are primarily found in the form of detached residential lots.

- Architectural styles, building height and massing are relatively uniform in this type of land use. Most streets are considered to be local and low-volume with curb and gutter, sidewalks, consistent speeds and highly accessible driveways. Strategically located parks are essential and in some cases a school or other institutional use are integrated or in close proximity. Some neighborhood-serving retail and office uses are permitted in these areas with highly-restrictive use, site and design requirements. These type of uses are residential in scale and architectural design and are walkable in nature, though auto-serving. These uses are not shown on the Future Land Use Map as commercial and are supported when integrated into a development with appropriate site and zoning compatibility considerations.
  **Allowed Uses: SFR, SFE, SFS, SFU, SFC, SFL, SFT, TF, CH, NR, 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 09/12/2022. The following changes were made to the project since the development meeting was held:

- A request to change from TF (Two-family) to a minor PUD with a base zoning of SFT (Single-Family Townhouse). Additional requests are to allow for a max of two attached units and a roof pitch of 3:12.

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

- The Water Resolution 22-031-00 and was approved on 10/20/2022

**NOTIFICATION**

02/03/2023 - Public Notice on Hill Country News
02/08/2023 - Mail Notification to Property Owners within 200'
02/08/2023 - Public Hearing Signage Posted on Property
02/23/2023 - Planning and Zoning Commission Public Hearing
03/16/2023 - City Council Public Hearing & First Reading of the Ordinance
04/06/2023 - City Council Second & Final Reading of the Ordinance

## PUBLIC NOTIFICATION:

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

Please see attachment 9 for more detail.

## APPROVAL CRITERIA:

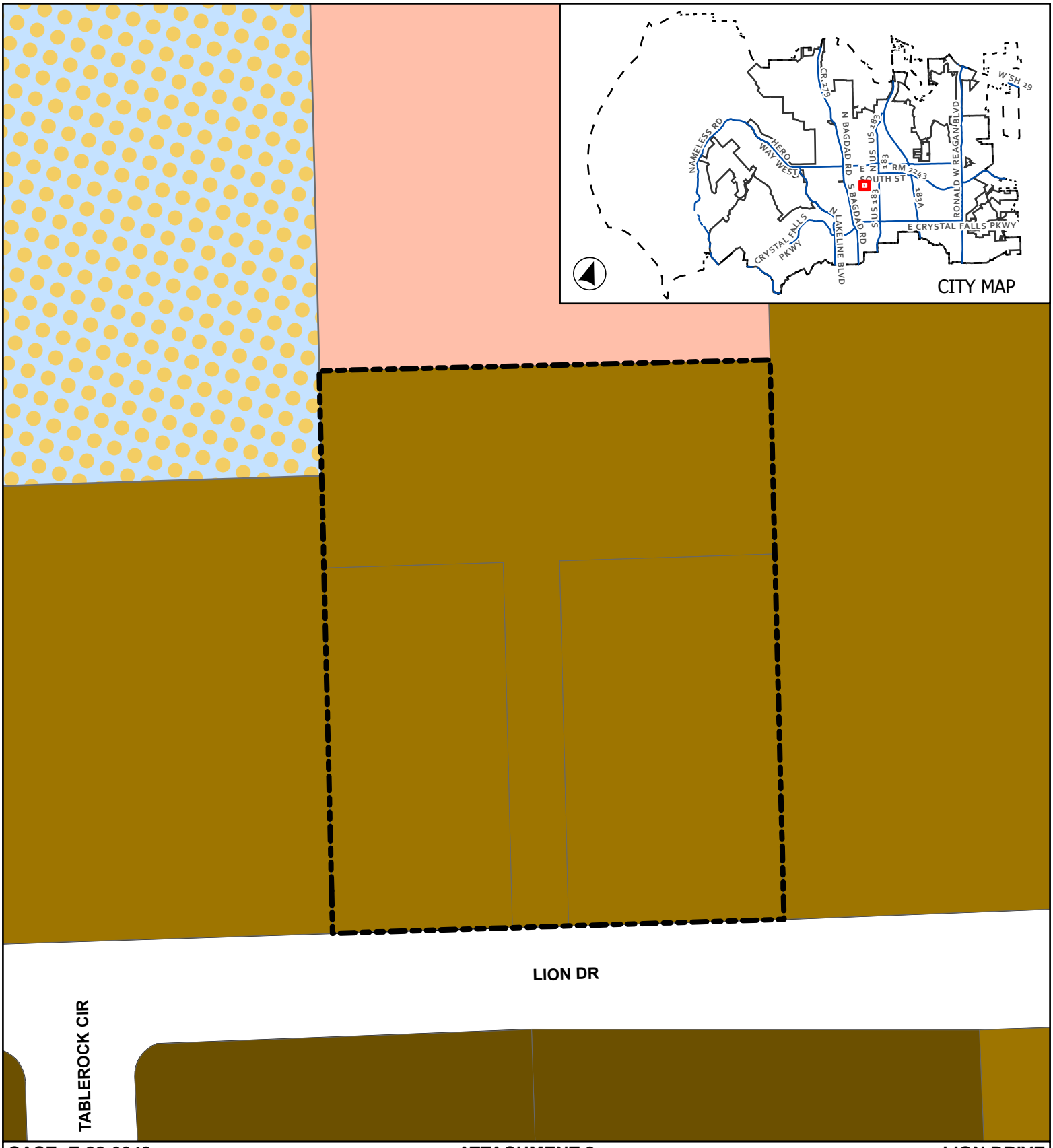
Staff recommends approval of the zoning request. The intent of Single-Family Townhouse use component is to provide more variety in housing types along with serving as a buffer between moderate size lots and higher density areas. This property is located in a neighborhood Residential which does allow for Single-Family Townhouse development. The property does allow for the two-family currently, but this zoning change will allow for less restrictive setbacks.

| BUILDING / STRUCTURE | | | | | |
|---|---|---|---|---|---|
| SINGLE-FAMILY RESIDENTIAL DISTRICTS | | | | | |
| | Use Component | Front | Side | Street Side | Rear |
| Standard Setback | SFR | 25' | 7' | 15' | 15' |
| | SFE, SFS, SFU, SFU/MH, TF | 20' | 5' | 15' | 15' |
| | SFC, SFL | 15' * | 5' or 0' & 10' | 15' | 15' |
| | CH***** | 15' | 5' | 15' | 15' |
| | TH | 10'* | 5' | 10' | 10 |
| | SFT | 10' * | 0 or 10' | 15' | 15' |
| Garage Setback | SFR, SFE, SFS, SFU, SFU/MH. SFC. SFL, CH, SFT, TF | See Article VIII, Section 5 (i) | | | |

* In no case shall the garage be closer to the ROW than 18'

This Planned Unit Development includes the following higher standards and is requesting the following waivers.

| HIGHER STANDARDS | WAIVERS |
|---|---|
| | Allow a 3:12 roof pitch |
| | Only two units can be attached per lot. |




**CASE: Z-22-0048**

**ATTACHMENT 2**

**LION DRIVE MINOR PUD**

## Current Zoning

- Leander City Limits
- TF - Two Family
- MF - Multi-Family
- LO - Local Office
- PUD-CH
- Subject Boundary
- Extra-Territorial Jurisdiction

0 20 40
Feet

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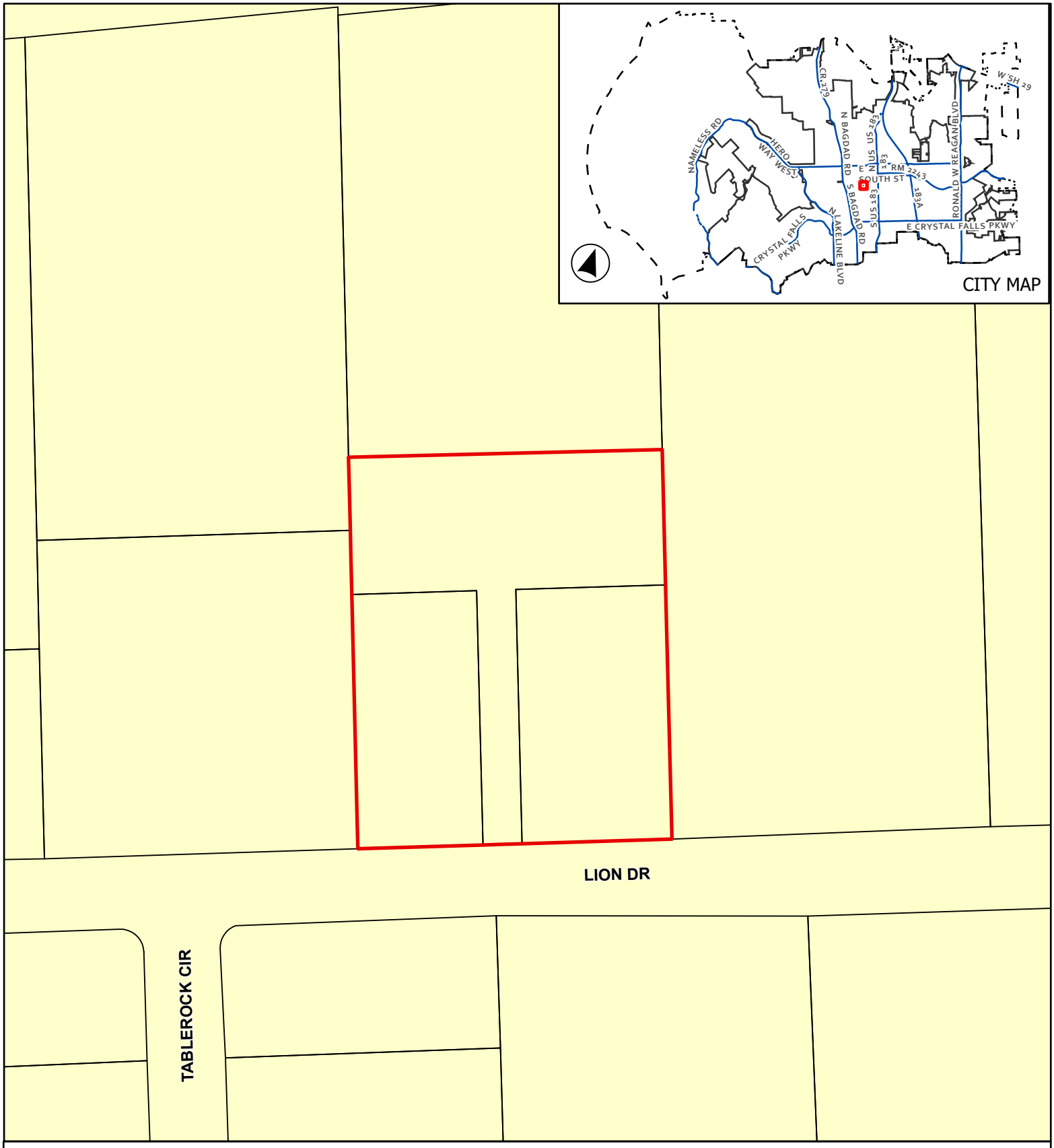


**CASE: Z-22-0048**

**ATTACHMENT 3**

**LION DRIVE MINOR PUD**

# Future Land Use Map

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0 37.5 75

Feet

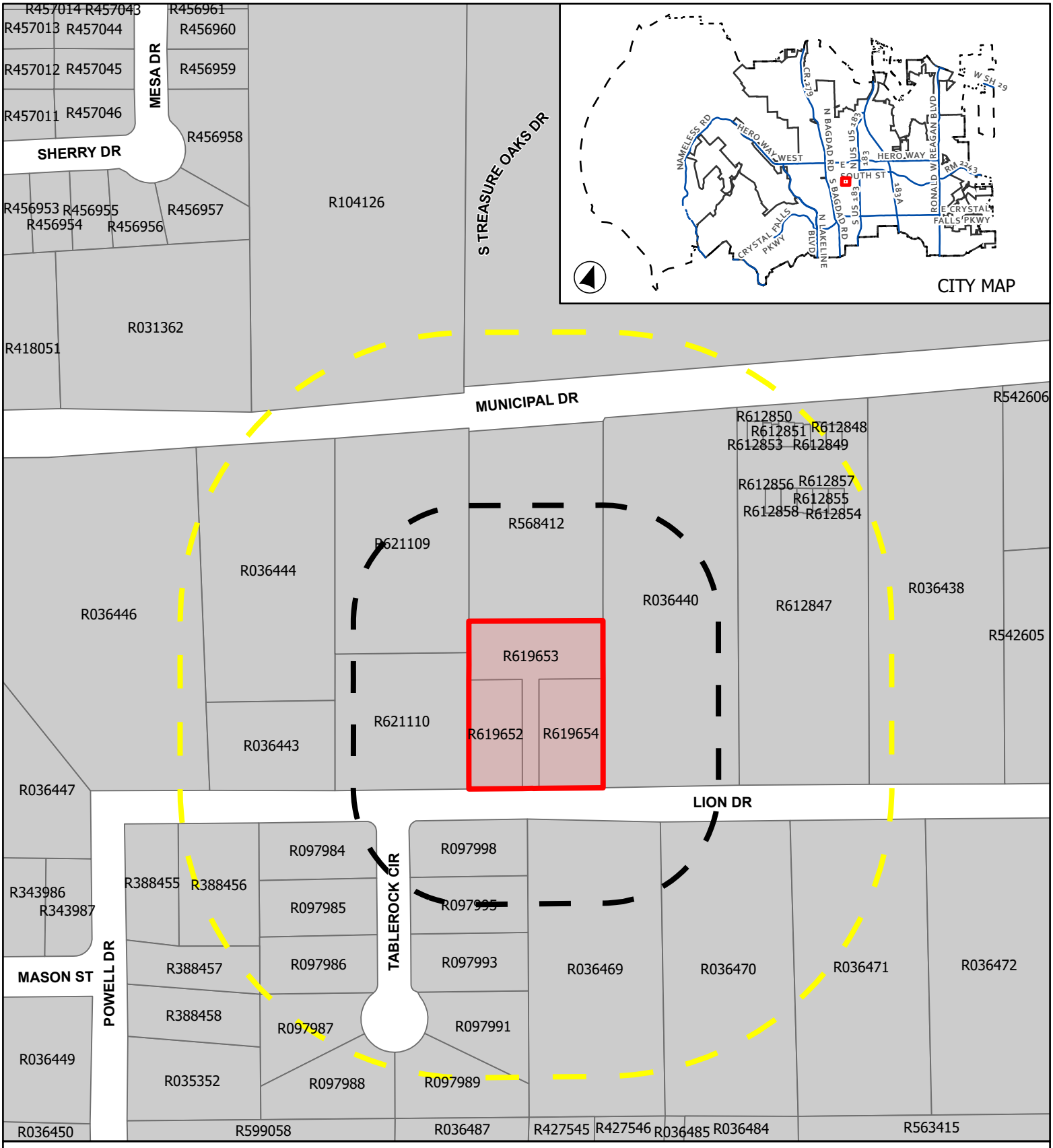
Leander City Limits

ETJ Boundary

Subject Boundary

## Future Land Use

Neighborhood Residential




**CASE: Z-22-0048**

**ATTACHMENT 4**

**LION DRIVE MINOR PUD**

# Public Notification

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0 90 180

Feet

City Limits

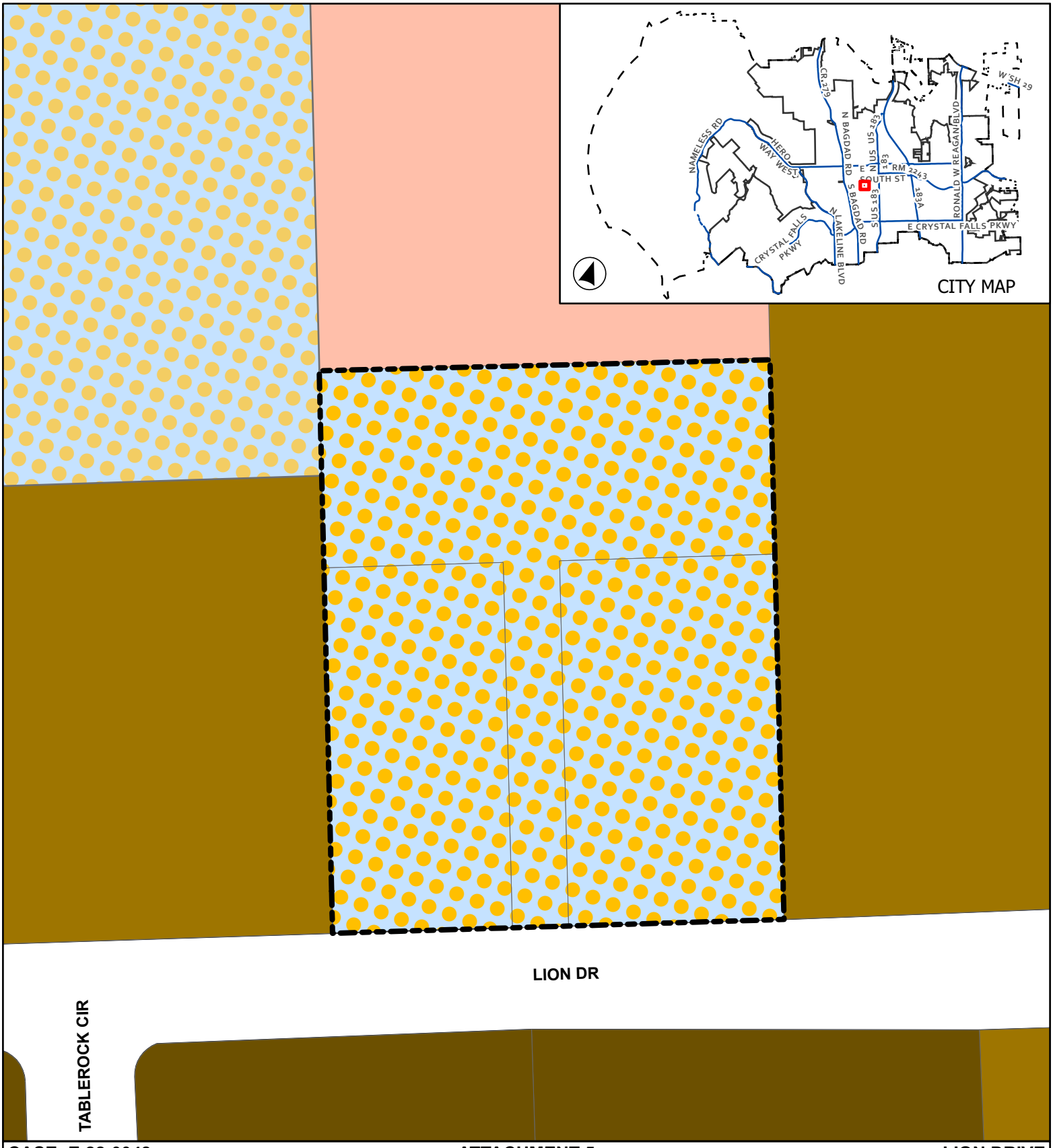
Subject Boundary

ETJ Boundary

Notification Buffer

200'

500'




**CASE: Z-22-0048**

**ATTACHMENT 5**

**LION DRIVE MINOR PUD**

## Proposed Zoning

- Leander City Limits
- TF - Two Family
- MF - Multi-Family
- LO - Local Office
- PUD-CH
- PUD - Townhomes
- Subject Boundary
- Extra-Territorial Jurisdiction

0 20 40
Feet

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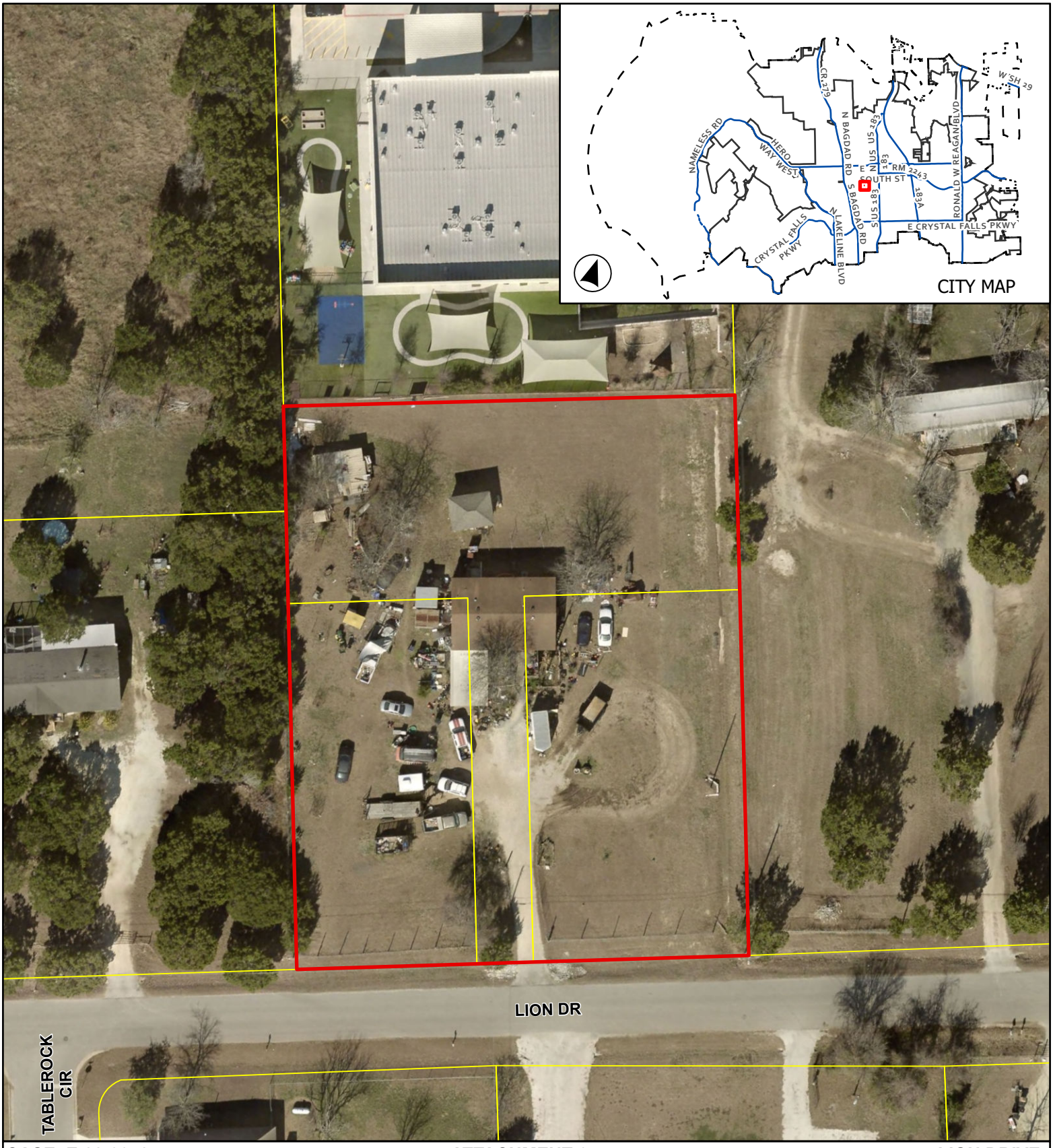


**CASE: Z-22-0048** **ATTACHMENT 6** **LION DRIVE MINOR PUD**

# Aerial Map

Leander City Limits

Subject Boundary

0 25 50

Feet

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# EXHIBIT A

## Lion Drive Minor Planned Unit Development

**A. <u>Purpose and Intent</u>**

1. The Lion Drive PUD is comprised of approximately 1.14 acres, as shown in **<u>Exhibit B.</u>** The development of this property includes a duplex development.

**B. <u>Applicability and Base Zoning</u>**

1. All aspects regarding the development of this Minor PUD shall comply the City of Leander Composite Zoning Ordinance, except as established in this exhibit, titled **<u>Exhibit A</u>**.

2. For the purpose of establishing development standards for the Minor PUD, the following base zoning districts have been selected from the Leander Composite Zoning Ordinance.

   SFT-2-B (Single Family Townhouse)

**C. <u>Allowable/Prohibited Uses</u>**

1. The allowable uses shall include duplexes.
2. The development shall be limited to six units
3. No more than two structures may be attached

**D. <u>Architectural</u>**

1. The roof pitch may be reduced to 3-12.

**EXHIBIT B**

Lots 6-B1A, 6-B1B, and 6-B1C, Block “A” of the Leander heights Section Two Replat of Lot 6, Block “A” amended.

October 24, 2022

City of Leander Planning Department
P.O. Box 319
Leander, Texas 78646-0319

Ref: Minor PUD Intent Statement for 4S Duplex Project Located at
507-519 Lion Drive Leander, Texas

To whom it may concern,
The 4S Duplex project is a 1.14-acre tract located in the 500 block of Lion Drive. The site is bordered by the Kepler Stem School to the north and mobile homes to the east and west. The property is currently zoned 2F. We are requesting a minor PUD and zoning change to SFT-2-B.

The reason for the change is to take advantage of the SFT-2-B setbacks versus the 2F setbacks. There is a 25-foot PUE to the east that restricts our building footprint. Our plan is to build three duplexes with six total units. The zoning change will allow us the space needed to complete the project.

The Minor PUD will allow for the flexibility in land use and development densities to meet the need of the owner and comply with the City of Leander's expectations.

We look forward to working with the City of Leander on this project.

Thank you,

Del Ray Sudderth
Owner

## APPLICANT'S SUMMARY OF NEIGHBORHOOD COMMUNICATIONS

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

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

   Del Ray Sudderth and Susan Anderson were involved in the communication process. Certified letters were mailed to surrounding residents. See attachements

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.

   Property owners. No HOA exists. See attachements

3. What concerns were raised during these communications?

   No concerns were raised

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

   We offered a meeting for October 18, 2022 at 7:00 pm. No one attended.

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

Signature: Del Ray Sudderth Date 10/24/2022

October 24, 2022

City of Leander Planning Department
P.O. Box 319
Leander, Texas 78646-0319

Ref: Minor PUD Intent Statement for 4S Duplex Project Located at
507-519 Lion Drive Leander, Texas

To whom it may concern,
The 4S Duplex project is a 1.14-acre tract located in the 500 block of Lion Drive. The site is bordered by the Kepler Stem School to the north and mobile homes to the east and west. The property is currently zoned 2F. We are requesting a minor PUD and zoning change to SFT-2-B.

The reason for the change is to take advantage of the SFT-2-B setbacks versus the 2F setbacks. There is a 25-foot PUE to the east that restricts our building footprint. Our plan is to build three duplexes with six total units. The zoning change will allow us the space needed to complete the project.

The Minor PUD will allow for the flexibility in land use and development densities to meet the need of the owner and comply with the City of Leander's expectations.

We look forward to working with the City of Leander on this project.

Thank you,

Del Ray Sudderth
Owner

| WCAD # | Owner | Address |
|---|---|---|
| R031362 | City of Leander | 609 Municipal Drive |
| R104126 | City of Leander | 607 Municipal Drive |
| R542819 | City of Leander | 607 Municipal Drive |
| R036438 | Sky Heights LLC | 415 Lion Drive |
| R612847 | Castlerock Communities LLC | |
| R036440 | Tovar, Jose C & Jose & Maria Isidra Becerra | 505 Lion Drive |
| R568412 | Siddhu Real Estate LLC | 508 Municipal Drive |
| R621109 | Hoch Construction LLC | Municpal Drive |
| R621110 | Stahl, Gary L & Auburn Myriah Stahl | 603 Lion Drive |
| R036443 | 607 703 Lion Drive LLC | 607 Lion Drive |
| R036444 | 607 703 Lion Drive LLC | 607 Lion Drive |
| R036446 | 607 703 Lion Drive LLC | 703 Lion Drive |
| R036471 | Rizvi, Syed Raza | 500 Lion Drive |
| R036470 | Madhira, Venkatapurna Parthasarathy & Lakshmi Surekha | 506 Lion Drive |
| R036469 | House of Everlasting Prayer | 508 Lion Drive |
| R427546 | Vazquez, Hector M & Maria Del Rosario Romo | 509 Horseshoe Drive |
| R427545 | Bernal, Ignacio & Consepcion | 601 Horseshoe Drive |
| R036487 | Short, Jimmie | 605 Horseshoe Drive |
| R097989 | Pettit, Robert A | 508 Tablerock Circle |
| R097991 | Tamez, Donna | 506 Table Rock Cricle |
| R097993 | Li-Diaz, Kened | 504 Table Rock Circle |
| R097995 | Davis, Stephen Ray | 502 Table Rock Circle |
| R097998 | Weil, Matthew E | 500 Table Rock Circle |
| R097984 | Polu, Kiran | 501 Table Rock Circle |
| R097985 | Castillo Aaron & Jessica Trustees of 503 Table Rock Cir Trust | 503 Table Rock Circle |
| R097986 | Judge, Melinda K & Okley Macon Cooper | 505 Table Rock Circle |
| R097987 | Dinata, Andre & Lili Suryanni Lin | 507 Table Rock Circle |
| R097988 | Kazmi, Zain H & Saeed H Kazmi | 509 Table Rock Circle |
| R388458 | Sanchez, Megan | 508 Powell Drive |
| R388457 | Taylor, Robin Dawn | 502 Powell Drive |
| R388456 | Rivera, Sergio & Maribel | 700 Lion Drive |
| R388455 | Umstattd Thomas G & James A & | 500 Powell Drive |

| Mailing Address | City | State | Zip |
|---|---|---|---|
| PO Box 319 | Leander | TX | 78646 |
| PO Box 319 | Leander | TX | 78641 |
| PO Box 319 | Leander | TX | 78641 |
| 9801 Nepal Cove | Austin | TX | 78717 |
| 2401 Fountain View Drive | Houston | TX | 77057 |
| 1703 Timberwood Drive | Cedar Park | Tx | 78613 |
| 1508 Sirius Cove | Austin | TX | 78732 |
| 7209 Celebration Court | Jonestown | TX | 78645 |
| 603 Lion Drive | Leander | TX | 78641 |
| 6 Miller Drive | Hillsborough | NJ | ,08844 |
| 6 Miller Drive | Hillsborough | NJ | ,08844 |
| 6 Miller Drive | Hillsborough | NJ | ,08844 |
| 500 Lion Drive | Leander | TX | 78641 |
| 213 Southern Cross Drive | Austin | Tx | 78717 |
| PO Box 1234 | Leander | TX | 78646 |
| 509 Horseshoe Drive | Leander | TX | 78641 |
| 1405 Pecan Street | Cedar Park | TX | 78613 |
| 605 Horseshoe Drive | Leander | TX | 78641 |
| 508 Table Rock Circle | Leander | TX | 78641 |
| 506 Table Rock Circle | Leander | TX | 78641 |
| 103 N Rainbow Bridge Drive | Cedar Park | TX | 78613 |
| 502 Table Rock Circle | Leander | TX | 78641 |
| 119 Simmons Way | Flosom | CA | 95630 |
| 4004 Tordera Drive | Austin | TX | 78738 |
| 2400 E Cesar Chavez St #208 | Austin | TX | 78702 |
| 505 Table Rock Circle Apt B | Leander | TX | 78641 |
| 103 Lodestone Cove | Austin | TX | 78738 |
| 2211 Falkirk Drive | Round Rock | TX | 78681 |
| 508 Powell Drive | Leander | TX | 78641 |
| 506 Powell Drive | Leander | TX | 78641 |
| 700 Lion Drive | Leander | TX | 78641 |
| Madelaine Umstattd Morris | Austin | TX | 78750-3225 |
| 13276 N Highway 183 #101 | | | |

# 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 LION DRIVE MINOR PUD (PLANNED UNIT DEVELOPMENT) WITH THE BASE ZONING DISTRICTS OF SFT-2-A (SINGLE-FAMILY TOWNHOUSE); 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 1.14 acres, ±; being more particularly described in Exhibit "B"; and identified by tax identification number R619654, R61953, and R61952; more particularly described in Instrument Number 2021142735 recorded in the Official Public Records of Williamson County, Texas.

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

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

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

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

**PASSED AND APPROVED** on First Reading this the 16th day of March, 2023.
**FINALLY PASSED AND APPROVED** on this the 6th day of April, 2023.

| **ATTEST:** | **THE CITY OF LEANDER, TEXAS:** |
|---|---|
| _____ | _____ |
| Dara Crabtree, City Secretary | Christine DeLisle, Mayor |

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

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

February 23, 2023 at 6:00 PM

| | |
|---|---|
| **Place 1 – Donnie Mahan, *Chair*** | **Place 5 – James Oliver** |
| **Place 2 – John Cosgrove** | **Place 6 – Laura Lantrip, *Vice-Chair*** |
| **Place 3 – Ron May** | **Place 7 – Rick Carpenter** |
| **Place 4 – Deirdre Moss** | |

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

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

2. Roll Call.

   All Commissioners were present except Commissioner Cosgrove.

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

4. Review of meeting protocol.

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

## CONSENT AGENDA: ACTION

6. Approval of Subdivision Case SFP-21-0014 regarding Lenox Hill Townhomes Short Form Final Plat on one parcel of land approximately 16.43 acres ± in size, more particularly described by Williamson Central Appraisal District parcel R514458; generally located at the south terminus of Republic Trails and to the west of Ronald W Reagan Blvd, Leander, Williamson County, Texas.

7. Approval of Minutes.

   Motion made by Vice Chair Lantrip to approve the Consent Agenda Items 6 and 7, seconded by Commissioner May.

   6 - 0 Passed

## PUBLIC HEARING: ACTION

8. Conduct a Public Hearing and consider action regarding Zoning Case Z-22-0048 to amend the current zoning of TF-2-B (Two-Family) to adopt the Lion Drive Minor PUD (Planned Unit Development) with a base zoning district of SFT-2-A (Single-Family Townhouse) on three parcels of land approximately 1.14 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R619654, R619653, and R61952; and more commonly known as 507-519 Lion Drive, Leander, Williamson County, Texas.

   - Discuss and consider action regarding Zoning Case Z-22-0048 as described above.

   Motion made by Commissioner Rick Carpenter, seconded by Commissioner James Oliver to approve the zoning request.

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

   **6 - 0 Passed**

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

   Motion made by Vice Chair Laura Lantrip, seconded by Commissioner Deirdre Moss to approve the Concept Plan request.

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

   **6 - 0 Passed**

## REGULAR AGENDA

10. Receive a presentation regarding the parkland dedication ordinance requirements.

    Carlos St. James spoke in favor of parkland dedication.

11. Adjournment at 7:20 p.m.

APPROVED:

_____

CHAIRMAN MAHAN

ATTEST:

_____

VERONICA TOVAR
PLANNING & ZONING COMMISSION SECRETARY

**AGENDA ITEM # 26**

**EXECUTIVE SUMMARY**
**03/16/2023**

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**AGENDA SUBJECT:**

Discuss and consider action on Development Agreement Case DA-22-0004 Hilltop Development Agreement and the Collateral Assignment of Rights Contract located on one (1) parcel of land approximately 105.064 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R560473; generally located at the southwest corner of CR 280 and the future extension of Lakeline Boulevard, Leander, Williamson County, Texas.

**BACKGROUND:**

The Developer is proposing a large lot single-family development in the northwest quadrant of the City. This project includes eighty-three (83) single-family lots served by septic systems and city water. The City sees a need to oversize the required waterline located along the perimeter of the property to serve this property as well as the surrounding area. This agreement establishes reimbursement payments for the oversizing of the line through water impact fees payment.

This agreement also includes roadway improvement fees for the construction of Lakeline Boulevard and CR 280. The developer is paying a fee in lieu of the construction of Lakeline Boulevard in the amount of $365,331.14. The developer is responsible for constructing the improvements to CR 280 prior the recordation of the final plat.

**HISTORY/TIMELINE:**

11/28/2021 – Concept Plan Approved
05/26/2022 – Preliminary Plat Approved

**APPLICANT/AGENT:**

Lendi Capital Group, LLC

**PRESENTER:**

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

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**Attachments**

1. Agreement
2. Location Map

**DEVELOPMENT AND COST PARTICIPATION AGREEMENT FOR PUBLIC IMPROVEMENTS FOR THE HILLTOP RANCH SUBDIVISION**

This Development and Cost Participation Agreement for Public Improvements for the Hilltop Ranch Subdivision (the "**Agreement**") is made, entered into, and effective as of the ___ day of _____, 2023 (the "**Effective Date**") by the City of Leander, a Texas home-rule city (the "**City**"), and Lendi Capital Group, LLC, a Texas limited liability company (the "**Developer**"). The City and the Developer are herein referred to together as the "**Parties**".

**Recitals**

**Whereas,** the Developer is constructing public improvements ") that will be dedicated to the City for ownership, maintenance and operation after completion of the public improvements in accordance with the City's regulations (the "**Public Improvements**") in connection with the development of Hilltop Ranch Subdivision which is being developed for 83 single-family residential units (the "**Development**") located on that certain tract of land described in **Exhibit A** and attached hereto and incorporated herein for all purposes (the "**Property**");

**Whereas,** the Developer is required to construct an eight inch (8") waterline to serve the Development;

**Whereas,** the City desires to contract with the Developer to oversize the waterline to a sixteen inch ("16") waterline and to pay the cost of oversizing the eight inch (8") waterline as provided in this Agreement; and

**Whereas,** this contract is made pursuant to Subchapter C, Texas Local Government Code;

**NOW, THEREFORE,** for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the parties hereto agree as follows:

**Article I. Recitals; Consideration**

**1.01. Recitals.** The foregoing recitals are incorporated herein and made a part of this Agreement for all purposes.

**1.02. Consideration.** The benefits to the Parties, being the mutual promises expressed herein, are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by both Parties.

**Article II. Water Line Project**

**2.01. Water Line Project.** The water line project consists of the construction, installation, and extension of approximately 3,325 linear feet of water line, oversized from eight inches (8") to sixteen inches (16") in diameter, along the routes approved by the City and generally shown in **Exhibit B** (the **Water Line**"). The Water Line shall be referred to as the "**Project**" or the "**Water**

**Line Project**", and shall also include the water line, encasement, and those facilities and equipment required for the water line to function efficiently, to provide service to the Property, and to comply with all applicable state and local rules, regulations and standards, the construction plans approved by the City (the "**Construction Plans**"), and good design and engineering practices. In the event of a conflict between the description of the Water Line Project in this Agreement and the Construction Plans, the Construction Plans shall control.

**2.02. Timely Completion.** The Developer shall complete and obtain City acceptance of the Project within the timeframe required for completion and acceptance of subdivision improvements by the City's subdivision regulations. No final plat of land out of the Property will be recorded until the Project is completed by the Developer and accepted by the City or the Developer posts with the City fiscal surety that complies with the City's subdivision regulations to guarantee completion of the Project. The Project shall be designed and constructed in accordance with the approved Construction Plans, this Agreement, applicable local, state, and federal regulations, and good design and engineering practices.

## Article III. Project Engineer; Contract for the Project

**3.01. Bidding the Project.** The City shall participate in the cost of constructing the Project under Subchapter C, Chapter 212, Texas Local Government Code, and as provided in this Agreement. Developer shall enter into a contract for construction of the Public Improvements, which shall include the Project. Prior to entering such contract, the Developer shall solicit private bids for the Water Line Project based on the City Engineer approved design, plans and specifications, and recommend the lowest qualified bidder/contractor to the City. Prior to bidding the Project, the Developer shall provide the City Engineer with a copy of the documents soliciting bids. The City Engineer will review the description of the Project for compliance with this Agreement. The Developer shall make any changes to the bid documents reasonably required by the City Engineer. The Project private bids will be stated or quoted as follows: The bids for the Water Line Project shall be solicited with an alternate bid being required for an eight inch (8") water line ("**Alternate #1**") and a sixteen inch (16") water line ("**Alternate #2**"), together with all equipment and related facilities and structures shown on the City approved plans and specifications for the Water Line Project. The bids for the Water Line Project shall also solicit alternative bids for the use of PVC pipe and ductile iron for each Alternate #1 and Alternate #2. The responsive bids must clearly demonstrate the amount bid for the Water Line Project separate from the Public Improvements and any other improvements included in the contract.

**3.02. City Review of Bids.** The City Engineer shall evaluate the bids to determine whether the bids are fair and balanced prior to accepting a recommendation of bid award. Any unbalanced or skewed bids, as determined by bid tabulations will be appropriately corrected or rejected by the City. Within ten (10) business days of the City's receipt of the bids, the City Engineer will notify Developer of his/her decision on whether to recommend to the City Council approval or rejection of the bids and whether the City elects to proceed with the oversizing of the Project and the pipe material that will be required. If the City participates in oversizing of the Project, the City shall select the type of pipe that will be used for the Project based on the bids submitted and the

Developer shall install the pipe selected by the City.. If the City Engineer recommends approval of the bid, then the approval of the bid will be placed on the next available City Council agenda for action, not to exceed sixty (60) business days from the date the City received the bids. In the event that the Reimbursable Costs exceed thirty percent (30%) of the cost of the Public Improvements, the Developer shall be required to competitively bid the Water Line Project in accordance with state law.

**3.03. Payment and Performance Bonds Required.** The Developer shall execute payment and performance bonds to ensure completion of the Project and payment of subcontractors. The bonds shall be for the full cost of constructing the Project as reflected in the bids approved by the City, shall be in a form acceptable to the City, and shall comply with Chapter 2253, Texas Government Code. The Developer shall provide original, sealed, and complete copies of the executed bonds prior to the commencement of work. Copies of the bonds shall be incorporated herein by reference as a part of this Agreement. The bonds shall comply with and be governed by the City's ordinances that govern fiscal security for subdivision improvements.

**3.04. Contracting for Project.** After the City Council's approval, Developer will contract for the construction of the Project.

## Article IV. Cost of the Project; Reimbursable Costs

**4.01. Project Facilities Costs and Expenses.** Developer shall contract for, fund and pay for the design, bidding, contract negotiation, installation and, construction of the Project and shall be entitled to payment for a portion of the Project, as provided in Article VI below, of one hundred percent (100%) of the Reimbursable Costs (defined in Section 4.02 below) from the City, based on the oversizing of the Project, subject to the provisions and limitations set forth in this Agreement. The Developer shall not receive any rebate, payment, or contribution from the City for any part or portion of any amenity or improvement required to be constructed within the Property except that that Developer shall receive payment from the City of the Reimbursable Costs as provided for herein.

**4.02. Reimbursable Costs.** The "**Reimbursable Costs**" for the Project shall be the algebraic difference between the dollar amount of the approved bid for Alternate #1 and the dollar amount of the approved bid for Alternate #2.

## Article V. Additional Agreements and Performance

**5.01.** The City hereby agrees:

(a) to coordinate with the Project Engineer on specific design requirements and specifications; and to review, and to approve and sign the plans and specifications for the Project in a timely manner, as appropriate;
(b) to review and approve the plans, specifications and bids for construction of the Project as

obtained for and on behalf of the City by Engineer and Developer, as appropriate;

(c) during the course of the Project, to perform all inspections of the Project in a timely manner; and to approve the Project in a timely manner if constructed in accordance with the City approved plans and specifications; and

(d) after completion and final acceptance by the City of the Project as constructed, to accept the Project as part of the City's water utility system.

**5.02.** Developer hereby agrees:

(a) to contract with the Project Engineer for the design, preparation of the plans and specifications, and the provision of the services anticipated to be performed by the Project Engineer for the Project pursuant to and in compliance with Article III;

(b) to review and approve the plans and specifications for the Project (including the estimated cost of the Project), identify any design errors, defects or insufficiencies, and to advise the City Engineer as to any perceived error, defect or insufficiency prior to approving any such plans and specifications;

(c) to work and coordinate with the City, and to assure the improvements constituting the Project are eligible for funding with capital impact fees pursuant to the City's capital impact fee ordinance, prior to the execution of any contract for construction;

(d) to enter into a contract with an appropriate contractor approved by the City pursuant to bids approved by the City Council and Developer for construction of the Project;

(e) that any construction or development within the Property shall comply with the City's standards, rules, regulations and ordinances, or better; and

(f) to pay to the City all fees and charges provided for or established by the codes, ordinances, rules and regulations of the City, as amended from time to time, for or with respect to the development of the Property, including, but not limited to, zoning and subdivision application and inspection fees, building permit fees, water and wastewater tap and use fees and capital recovery/impact fees except as otherwise provided by this Agreement.

**5.03 Roadway Improvements.**

**(a)** Except as provided in Section 5.03(b), the Developer shall pay the City $365,331.14 in lieu of designing and constructing improvements to Lakeline Boulevard (the "Roadway Improvements Fee"). The Roadway Improvements Fee shall satisfy Developer's obligations to construct improvements to Lakeline Boulevard due to the Development. The Roadway Adequacy Fee shall be paid after the final plat is approved and as a condition of recording the final plat. The Roadway Adequacy Fee does not satisfy the Developer's obligations, which may be required by any applicable local, state, or federal regulations, related to street or right-of-way improvements or dedications other than the Boundary Street Improvements for the Roadway.

(b) Developer shall be responsible for designing, constructing, and installing improvements to County Road 280 (CR 280), starting at the northern edge of the ninety degree (90°) turn and extending north to just south of the culvert crossing, where the roadway reaches a width of at least 22'. The Developer shall also be responsible for the section of CR 280 from

just west of the culvert crossing, where the roadway reaches a width of at least twenty two feet (22'), to the west side of the most westerly entrance of Hilltop Ranch. No improvements to CR 280 west of the most westerly entrance are to be provided by Developer. Roadway improvements for CR 280 shall be limited to widening and overlaying the existing roadway to a total width of twenty-two feet (22') based on design recommendations from a developer-provided geotechnical report for CR 280. Improvements will include widening of the road section within the existing and proposed dedicated Hilltop Ranch right-of-way to accommodate new pavement width, side slopes and associated drainage and ditches. Existing drainage conditions on north side of CR 280 will be maintained. The edge of existing asphalt will be cut to provide a clean surface for the additional pavement. The pavement section for the widening will be designed based on geotechnical conditions and engineering recommendations done for CR 280, but will consist of a minimum of a 14-inch crushed limestone base or will consist of a minimum of 8-inch black base course. A 1.5-inch asphalt overlay will extend the length of the project and across the entire width of the road surface. The Developer shall not provide roadway stripping. The sections of CR 280 to be improved are generally shown in **Exhibit "C"**. The improvements described in this subsection shall be constructed in accordance with construction plans approved by the City, and applicable local, state, and federal regulations. No final plat of land out of the Property will be recorded until the improvements described by this subsection are completed by the Developer and accepted by the City or the Developer posts with the City fiscal surety that complies with the City's subdivision regulations to guarantee completion of the said improvements. The improvements to CR 280 shall meet the Roadway Adequacy Fee requirements for CR 280.

## Article VI. Payment of Impact Fees and Reimbursable Costs

**6.01. Payment of Impact Fees.** Developer, its grantees, successors, assigns, and subsequent purchasers of any portion of the Property, agree that each lot, tract, parcel or building site within the Property that will be provided water service or wastewater service by the City shall be required to pay the City's water impact fee or wastewater impact fee (the "**Impact Fee**"), established pursuant to Chapter 395 of the Texas Local Government Code, in the amount that is established by the City Capital Improvements Plan and City ordinance, as amended, pursuant to applicable state law. The Impact Fee shall be payable with respect to a lot, tract, parcel, or building site at the time the building permit for each building or structure is applied for or, if no building permit is required, then upon the first to occur of the following: (a) the date construction of the building or structure is first commenced, (b) the date an application is made to the City for a water connection to serve the building or structure, or (c) the date water service is requested for the lot, tract or parcel of land.

**6.02. Impact Fee Reimbursements.** Subject to the terms, conditions and limitations of this Agreement, during the Term of this Agreement, Developer shall receive a rebate of one hundred percent (100%) of the Water Impact Fees paid to the City for connections to the City water utility system (the **"Impact Fee Rebates")** within: (i) the Property; and (ii) within land or developments

that connect to the Project by a direct connection or by a water line that is not listed and included in the City capital improvements plan and ordinance that establishes the Water Impact Fees (the "**Impact Fee Collection Area**"). The Impact Fee Rebates will terminate on the earlier to occur of: (i) Developer receiving Impact Fee Rebates, or a combination of Impact Fee Rebates and one or more payments from the City equal to the Reimbursable Costs; (ii) the expiration of this Agreement; or (iii) the termination of this Agreement by reason of a Developer default. The City may at any time, in its sole discretion, pay the Developer the balance of the Reimbursable Costs from any source of funds available to the City in one or more lump sum payments. The City may suspend payment of Impact Fee Rebates if Developer is in default of this Agreement until such time that Developer cures the default.

**6.03. Escrow Account.** Commencing on the Effective Date and continuing until the Impact Fee Rebates are terminated pursuant to this Agreement, the City will maintain a separate escrow account for the Water Impact Fees (the "**Escrow Account**"). The City will deposit into the Escrow Account one hundred percent (100%) of the Water Impact Fees paid to and received by the City for connections listed in this Article. The Escrow Account will be held by the City and the Impact Fee Rebates paid out to Developer as provided in this Agreement. Payments of Impact Fee Rebates to Developer shall begin after Developer completes and obtains City acceptance of the Project.

**6.04. Payment of Impact Fee Reimbursements**. Impact Fee Rebates will be paid by the City to Developer quarterly in arrears. Impact Fee Rebates will be paid on or before the 15th day of each April, July, October and January following the date the City receives the Water Impact Fees. The payments will be in an amount equal to one hundred percent (100%) of the Water Impact Fees collected by City during the three (3) calendar months preceding the month the scheduled payment is due and payable. For example, if the City collects Water Impact Fees for the connection of two (2) single-family lots within the Property in February and March 2024, on or before the 15th day of April 2024, the City will pay an Impact Fee Rebate to Developer (or its assignee) in an amount equal to one hundred percent (100%) of the Water Impact Fees for the two (2) single-family lots within the Property plus such other Water Impact Fees as were collected during the prior quarter. Notwithstanding any other term or provision of this Agreement, the City will discontinue rebating Water Impact Fees at such time, if any, as Developer, its grantees, successors and assigns, have: (i) been paid Water Impact Fees in an amount equal to the Reimbursable Costs of the Project; or (ii) been paid a combination of Water Impact Fees and one or more payments from the City in amounts equal to the Reimbursable Costs of the Project. It is further specifically provided that Developer shall not receive Impact Fee Rebates at any time that such are in excess of the Reimbursable Costs of the Project.

## Article VII. Miscellaneous Provisions

**7.01. Assignment of Commitments and Obligations**. Developer's rights and obligations under this Agreement may be assigned by Developer to (i) one (1) or more purchasers of all or part of the Property, and/or (ii) Developer's lender/mortgagee financing construction of the Development and/or Project as collateral for any loan made by such lender/mortgagee; 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; provided, further, (i) Developer shall not be required to commence the Project until the City provides approval of any assignment of this Agreement to Developer's lender/mortgagee, and (ii) the City shall promptly execute an instrument, prepared by and in a form and substance reasonably satisfactory to the City and to Developer's lender/mortgagee, consenting to and approving of the assignment of this Agreement to Developer's lender/mortgagee as collateral, such consent and approval not to be unreasonably withheld, conditioned, or delayed by the City.

**7.02. Term; Termination.**

(a) This Agreement shall terminate upon the later to occur of: 1) the City paying the Developer all of the Reimbursable Costs for the Project; or 2) Impact Fees for the Impact Fee Service Area being collected; and 3) Developer complying with Section 5.03. Notwithstanding the foregoing, the City may terminate this Agreement with thirty day's notice in the event that the concept plan for the Property expires.

(b) In the event of a default under Section 7.03 beyond all applicable cure periods, this Agreement shall terminate upon written notice given by the non-defaulting party to the defaulting party; provided, however, in the event of a default by Developer, no such termination shall take effect until after Developer's lender/mortgagee has been notified and afforded an opportunity to cure such default in accordance with the terms of Section 7.03 below.

**7.03. Default.** Notwithstanding anything herein to the contrary, no party shall be deemed to be in default hereunder until the passage of thirty (30) business days after receipt by such party of written notice of default from the other party. Upon the passage of thirty (30) 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 thirty (30) 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 ninety (90) days. In the event of default, the non-defaulting party to this Agreement may pursue the remedy of specific performance, mandamus, injunction, 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.

The City agrees that in the event of a default by Developer under this Agreement, the City shall give Developer's lender/mortgagee written notice of such default and the opportunity to remedy or cure such default within thirty (30) days after receipt of such written notice, provided, that (i) the City agrees that no default shall be deemed to have occurred if curing such default cannot by its nature be accomplished in such 30-day period so long as Developer's lender/mortgagee shall have commenced curing the default within such 30-day period and thereafter diligently and continuously prosecutes the same to completion; but in no event shall the cure period be extended by more than ninety (90) days, and (ii) Developer's lender/mortgagee shall have no obligation to cure such default. For purposes of this Agreement, Developer's "lender/mortgagee" shall mean

FIRSTBANK SOUTWEST, its successors and assigns, having a notice address of: P.O. Box 32552, Amarillo, Potter County, Texas 79120.

**7.04. 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.

**7.05. Attorneys Fees.** A party shall not be liable to the other party for attorneys' fees or costs incurred in connection with any litigation between the parties, in which a party seeks to obtain a remedy from the other party, including appeals and post judgment awards.

**7.06. 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.

**7.07. 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.

**7.08. 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
200 West Willis
P.O. Box 319
Leander, Texas 78646-0319

with copy to:
Paige Saenz
The Knight Law Firm, LLP
223 W. Anderson Lane
Suite A-105
Austin, Texas 78752

Any notice mailed to the Developer shall be addressed:
Lendi Capital Group, LLC
Attn: Madhu Anadanamala
26603 Clear Mill Ln
Katy, Tx 77494

Any notices mailed to lender/mortgagee shall be addressed:
FIRSTBANK SOUTHWEST
P.O. Box 32552
Amarillo, Potter County, Texas 79120

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

**7.09. 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. The Parties further acknowledge the City and Developer voluntarily elected the benefits and obligations of this Agreement, as opposed to the benefits available were Developer to have elected to develop the Property without the benefits and obligations of this Agreement, pursuant to and in compliance with the applicable City ordinances. 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 to the extent such are allowed under Texas law, 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.

**7.10. Agreement and Amendment.** This Agreement, together with any exhibits attached hereto,

constitutes the entire agreement between Parties concerning the subject matter hereof, and may not be amended except by a writing approved by the City Council of the City and that is signed by all Parties and dated subsequent to the date hereof.

**7.11. 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.

**7.12. 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.

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

**7.14. Binding Obligations; Recordation.** This Agreement shall be binding upon and inure to the benefit of the parties, their successors, and assigns. 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.

**7.15. 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.

**7.16. 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.

**7.17. Statutory Verifications.**

(a) 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.

(b) The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and to the extent such Section is not inconsistent with a governmental entity's constitutional or statutory duties

related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds. As used in the foregoing verification, "boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by the preceding statement in (A).

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

(d) 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.

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

[***Signature Pages Follow***]

**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 WILLIAMSON** §

This instrument was acknowledged before me on this ____ day of _____, 20___, by Christine DeLisle, 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:**
**Lendi Capital Group, LLC**
**a Texas limited liability company**

By:_____
Name: _____
Title: _____

**THE STATE OF TEXAS** §
**COUNTY OF _____** §

This instrument was acknowledged before me on this ____ day of _____, 20___, by _____, _____ of _____., a Texas corporation, on behalf of said corporation.

(SEAL)

_____
Notary Public, State of Texas

**EXHIBIT "A"**

**The Property**

**Exhibit A**

**Legal Description**

Being 105.064 acres of land out of the William W. Hornsby Survey, Abstract No. 308 in Williamson County, Texas and being a portion of that certain 317.117 acre tract described in Doc. #2017058401 of the Official Public Records of Williamson County, Texas; Said 105.064 acre tract being more particularly described as follows and as surveyed under the supervision of Cross Texas Land Services Inc in March 2021:

BEGINNING at a ½" iron rod at a fence corner post found in the northwest line of that certain tract described in Doc. #200075359 of said Official Public Records for the southeast corner of that certain 32.651 acre tract, the southwest corner of said 317.117 acre tract and the southwest corner hereof;

THENCE along the west line of said 317.117 acre tract, the following 4 courses:

1. North 21°05'45" West a distance of 1850.49 feet along the east line of said 32.651 acre tract to a ½" iron rod at a fence corner post found for the northeast corner of said 32.651 acre tract and the southeast corner of that certain 8.711 acre tract described in Doc. #2018015826 of said Official Public Records;
2. North 21°33'11" West a distance of 579.69 feet along the east line of said 8.711 acre tract to a ½" iron rod found for the northeast corner of said 8.711 acre tract and the southeast corner of that certain 1.86 acre tract described in Doc. #2018015826 of said Official Public Records;
3. North 21°23'00" West a distance of 285.49 feet along the east line of said 1.86 acre tract to a ½" iron rod at a fence corner post found for the northeast corner of said 1.86 acre tract and the southeast corner of County Road 280 described in Doc. #1999058215 of said Official Public Records;
4. North 20°50'17" West a distance of 29.46 feet along the east line of said County Road to a ½" iron rod with cap found for a corner of said County Road and the northwest corner hereof;

THENCE crossing said 317.117 acre tract and along the south line of said County Road 280 being 15 feet south of and parallel to the general meanders of the centerline of said County Road 280, the following 9 courses:

1. North 68°56'11" East a distance of 1076.03 feet to a calculated point;
2. North 68°36'34" East a distance of 221.82 feet to a calculated point;
3. North 75°09'40" East a distance of 61.13 feet to a calculated point;
4. South 88°45'10" East a distance of 85.48 feet to a calculated point;
5. South 75°59'29" East a distance of 34.23 feet to a calculated point;
6. South 71°54'32" East a distance of 101.30 feet to a calculated point;
7. South 71°50'45" East a distance of 52.26 feet to a calculated point;
8. South 82°39'17" East a distance of 60.54 feet to a calculated point;
9. North 84°43'34" East a distance of 43.95 feet to a calculated point in the east line of said 317.117 acre tract for a corner of that certain 119.932 acre tract described in Doc. 2014094507 of said Official Public Records and the northeast corner hereof and from which a ½" iron rod with cap set bears North 58°18'46" West a distance of 74.28 feet;

THENCE along the common line of said 119.932 acre tract and said 317.117 acre tract, the following 3 courses:

1. South 21°40'36" East a distance of 100.41 feet to a ½" iron rod at a fence corner post found;

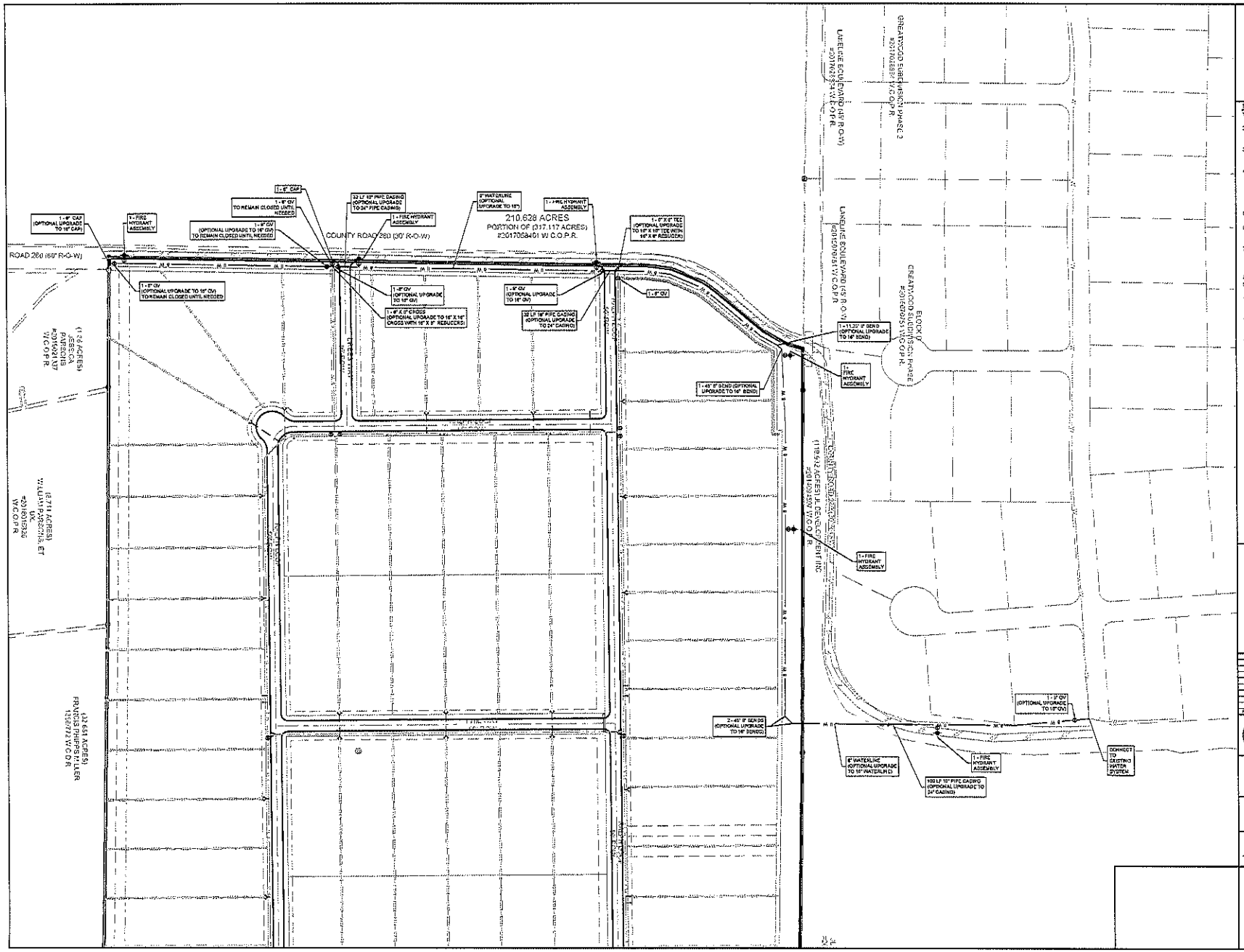
2. South 21°37'46" East a distance of 883.91 feet to a ½" iron rod with cap found;
3. South 21°04'53" East a distance of 1543.56 feet to a 6" cedar fence corner post found for a corner of said tract described in Doc. #200075359 the southeast corner of said 317.117 acre tract and the southeast corner hereof;

THENCE along the general meanders of a fence for the common line of said tract described in Doc. #200075359 and said 317.117 acre tract, the following 2 courses:

1. South 67°33'09" West a distance of 1065.10 feet to a T-post fence corner post found;
2. South 69°16'48" West a distance of 618.33 feet to the POINT OF BEGINNING containing 105.064 acres more or less.

**EXHIBIT "B"**

**The Project**




NOTES:

1. ALL 8" WATERLINES SHALL BE AWWA C900 PIPE UNLESS OTHERWISE NOTED.
2. ALL OPTIONAL UPGRADED 16" WATERLINES SHALL BE AWWA C900 PIPE OR DUCTILE IRON PIPE ACCORDING TO CITY INSTRUCTION.
3. ALL CONSTRUCTION SHOWN HEREIN SHALL BE PER CITY OF LEANDER STANDARDS AND SPECIFICATIONS.
4. EXISTING UTILITIES SHOWN HEREIN HAVE BEEN LOCATED BY VISIBLE APPURTENANCES AND RECORD DRAWINGS. CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATION AND PROTECTION OF ALL UTILITIES REGARDLESS OF THEIR DEPICTION HEREIN.
5. ALL FIELD BENDS SHALL BE PER PIPE MANUFACTURER RECOMMENDATIONS.
6. VALVES, FIRE HYDRANTS AND OTHER APPURTENANCES WILL BE INCLUDED WITH CONSTRUCTION PLANS.
7. THE CONTRACTOR SHALL COORDINATE THE FINAL PLACEMENT OF PROPOSED VALVES AND OTHER APPURTENANCES WITH STREET AND UTILITY IMPROVEMENTS TO AVOID CONFLICTS.
8. HILLTOP RANCH IS PROPOSED TO HAVE 93 LUES.
9. COUNTY APPROVAL MUST BE PROVIDED ON SEPTIC DESIGN AND LOCATION.
10. ANY WATER LINE CONSTRUCTED ACROSS CR 280 WILL BE BORED. OPEN-CUTTING SHALL NOT BE PERMITTED.
11. ALL WATER MAINS SHALL BE INSTALLED IN ENCASEMENT PIPE UNDERNEATH STREETS AND PAVED SURFACES.
12. THE DECISION TO UPSIZE THE OFFSITE WATERLINE AND CHOICE OF MATERIAL SHALL BE ESTABLISHED IN A DEVELOPMENT AGREEMENT BETWEEN THE DEVELOPER AND THE CITY OF LEANDER. SAID DEVELOPMENT AGREEMENT WILL ESTABLISH CITY PARTICIPATION IN THE UPSIZING.

LEGEND

- 8 W — 8" WATERLINE
- 16 W — 16" WATERLINE
- RIGHT-OF-WAY (ROW)
- PROPERTY BOUNDARY

| REV. | DESCRIPTION | DATE |
|---|---|---|
| 1 | ORIGINAL RELEASE | 02/08/2023 |

REPUBLIC
ENGINEERING & TECHNOLOGY SERVICES
T.B.P.E.L.S. FIRM NO. 21033

# HILLTOP RANCH

## EXHIBIT B

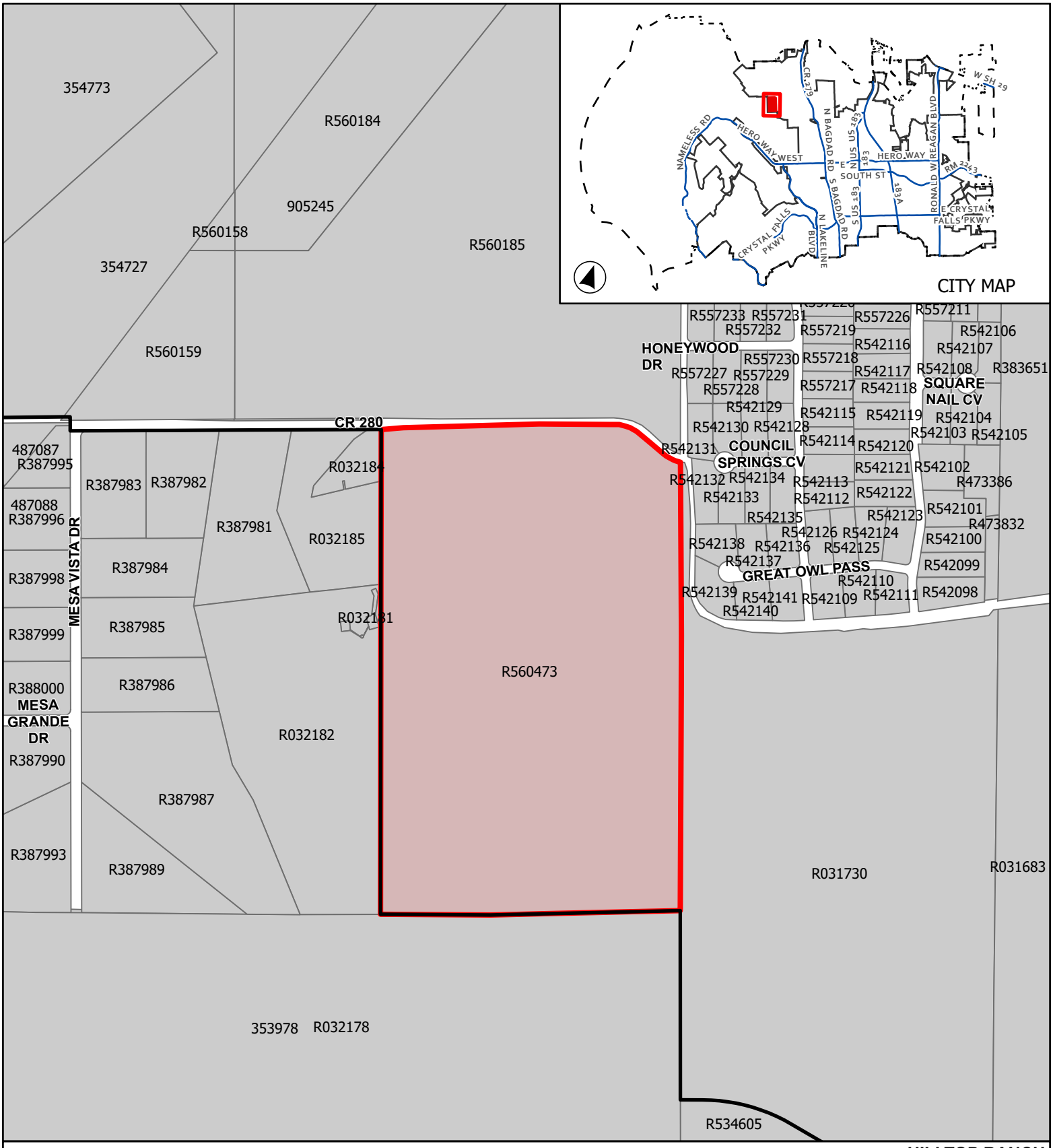
| | |
|---|---|
| BY | JAT |
| DRAWN | JAT |
| CHECKED | JAT |
| CHECKED | JAT |
| PROJECT | 21-022-003 |
| DRAWING # | |

# EXHIBIT "C"

## County Road 280 Improvements Location Map

# EXHIBIT C

CR 280 WIDENING LOCATION




**CASE: DA-22-0004** **ATTACHMENT 2** **HILLTOP RANCH**

# 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 herin provided.

0 340 680

Feet

City Limits

Subject Boundary

ETJ Boundary

**AGENDA ITEM # 27**

**EXECUTIVE SUMMARY**
**03/16/2023**

**AGENDA SUBJECT:**

Discuss and consider action on the purchase of up to seven (7) various fleet vehicles from Gunn Buick GMC, Ltd. pursuant to the BuyBoard 601-19, in the amount of $302,006.90; and authorize the City Manager to execute any and all necessary documents.

**BACKGROUND:**

The FY 2023 Budget, includes eleven (11) trucks, one (1) SUV, and one (1) van. In addition, last summer an Engineering Department inspector's vehicle was totaled in an accident. In January 2023, staff issued solicitation (S22-036) for fleet vehicles. However, no bids were received by the bid opening date of February 17. After follow-up with potential bidders, including those who have supplied vehicles to the City in the past, a common refrain was the limitation of supply. Moreover, most dealers who previously had vehicles available through the BuyBoard coop no longer have vehicles at that price. However, one dealer, Gunn Buick GMC, does have some GMC trucks still available on the BuyBoard contract (#601-19).

City staff requests authorization to utilize the BuyBoard contract #601-19 to purchase up to seven (7) vehicles as follows:

| Dept | Make | Type | Budget | Cost |
|---|---|---|---|---|
| General Services | GMC Sierra 1500 2WD | New | $35,000 | $34,822.45 |
| Engineering | GMC Sierra 1500 4WD Crew Cab | Replace | n/a | $48,992.25 |
| Engineering | GMC Sierra 1500 2WD | New | $35,000 | $34,822.45 |
| Code Enforcement | GMC Sierra 1500 4WD Crew Cab | New | $45,000 | $48,992.25 |
| Emergency Management | GMC Sierra 1500 4WD Crew Cab | New | FY22 | $48,992.25 |
| Bldg Inspections | GMC Sierra 1500 4WD Crew Cab | Replace | $35,000 | $48,992.25 |
| Golf Maintenance | GMC Sierra 2500HD Crew Cab | Replace | $35,000 | $36,393.00 |
| | Total | | | $302,006.90 |

Not included in the above are the other seven (7) budgeted vehicles that still need to be acquired, including five (5) trucks, one SUV, and one van. City staff have re-issued Solicitation S22-036 with a new bid opening set for March 23. Staff is working with vendors to encourage submitting bids for vehicle types that they do have available.

**RECOMMENDATION:**

Recommend approval to purchase up to seven (7) fleet vehicles in the amount of $302,006.90 from Gunn Buick GMC utilizing BuyBoard Contract #601-19

**PRESENTER:**

Robert Powers, Executive Finance Director

---

**Fiscal Impact**

| | |
|---|---|
| **Amount requested:** | $167,629.90 |
| **Approved in current budget (Yes / No):** | yes |
| **Expenditure (New / Amended):** | New |
| **Recurring or one-time:** | one-time |
| **Fund source (Operating / Utility / etc.):** | General Fund |

| | |
|---|---|
| **Amount requested:** | $36,393.00 |
| **Approved in current budget (Yes / No):** | Yes |
| **Expenditure (New / Amended):** | New |
| **Recurring or one-time:** | one-time |
| **Fund source (Operating / Utility / etc.):** | Golf Fund |

| | |
|---|---|
| **Amount requested:** | $97,984.00 |
| **Approved in current budget (Yes / No):** | Yes |
| **Expenditure (New / Amended):** | New |
| **Recurring or one-time:** | one-time |
| **Fund source (Operating / Utility / etc.):** | Vehicle Replacement Fund |

---

**Attachments**

1. Sierra 1500 2WD
2. Sierra 1500 4x4
3. Sierra 2500HD

GUNN AUTO GROUP

GUNN Acura
11911 IH 10 West
San Antonio, TX 78230
Phone: (210) 696-2232

GUNN BUICK GMC
16440 IH 35 North
Selma, TX 78154
Phone: (210) 599-5600

GUNN CHEVROLET
16550 IH 35 North
Selma, TX 78154
Phone: (210) 599-5000

GUNN Honda
14610 IH 10 West
San Antonio, TX 78249
Phone: (210) 680-3371

GUNN NISSAN
750 NE LOOP 410
San Antonio, TX 78209
Phone: (210) 496-0806

GUNN NISSAN of DENTON
5650 S Interstate 35 E
Corinth, TX 76210
Phone: (940) 270-9000

# DEAL WORKSHEET

Deal # _____

## BUYER INFORMATION

Date 02/22/2023
Buyer's Name City Of Leander
Co-Buyer's Name _____
Business Name City Of Leander
Address 105 N Brushy St
City & State Leander Zip 78641
Home Phone _____ Bus. Phone (512) 528-2730
Cell Phone (737) 308-1793 E-Mail kjohnson@leandertx.gov
Est. Delivery Date _____ Customer # _____
SalesPerson 1 Danny Mireles SalesPerson 1 ID # 151
SalesPerson 2 _____ SalesPerson 2 ID # _____

## TRADE-IN INFORMATION

Yr. ____ Make _____ Model _____ Miles _____
Lic # _____ Vin # _____
Lienholder _____
Acct # _____ Payoff _____ Good Until _____
Lienholder Address _____
City & State _____
Phone # _____ Quoted by _____

## TRADE-IN INFORMATION

Yr. ____ Make _____ Model _____ Miles _____
Lic # _____ Vin # _____
Lienholder _____
Acct # _____ Payoff _____ Good Until _____
Lienholder Address _____
City & State _____
Phone # _____ Quoted by _____

Stock # GC230529 Vin # 3GTNHAED1PG181454
Year 2023 Make GMC reg cab V8 LWB
Model Sierra 1500 Model Trim Pro
Miles 7 Color Summit White
M.S.R.P. $40,760.00 Discount $6,510.00 O.S.P. $34,250.00

**Dealer Installed Accessories ***

| | | |
|---|---|---|
| 1. | Delivery Fee | $148.50 |
| 2. | | |
| 3. | | |
| 4. | Plus Buy Board Fee $400 per PC | |
| 5. | | |
| 6. | | |
| 7. | Buy Board Contract #601-19 | |

| | |
|---|---|
| **Selling Price** | $34,250.00 |
| Plus Owed Accessories | $148.50 |
| **Selling Price w/ Accessories** | $34,398.50 |
| Sales Services Fee | |
| Trade-In Appraised Value | $0.00 |
| Factory Rebate(s), if any | |
| **Sub-Total** | $34,398.50 |
| State Motor Vehicle Sales Tax | $0.00 |
| Dealer's Inventory Tax | $0.00 |
| Lic., Title, Insp., R&B, Etag, Ins. Ver., Sys. Fees | $23.95 |
| Balance Due on Trade-In | $0.00 |
| Documentary Fee | $0.00 |
| **Total** | $34,422.45 |
| Deposit Receipt # | |
| Cash Down Receipt # | $0.00 |
| **Amount to Finance** | $34,422.45 |

*Payment estimates are based on a standard rate presented to all Gunn customers. Specific terms are subject to each individual customer's ability to meet the financial criteria established by third party lenders. Therefore, the terms shown above are not binding and are subject to change based upon individual customer qualifications.*

Date 02/22/2023 _____ Buyer's / Co-Buyer's Signature: _____ Accepted _____

**Gunn Buick GMC, Ltd**
Danny Mireles | 210-599-5000 ext 2059 | dmireles@gunnauto.com

# City of Leander

**Prepared For:** Kay Johnson 1500 Reg Cab LWB GMC V8

512-528-2730 C#737-308-1793

kjohnson@leandertx.gov

[Fleet] 2023 GMC Sierra 1500 (TC10903) 2WD Reg Cab 140" Pro (2)

**Gunn Buick GMC, Ltd**
Danny Mireles | 210-599-5000 ext 2059 | dmireles@gunnauto.com

[Fleet] 2023 GMC Sierra 1500 (TC10903) 2WD Reg Cab 140" Pro (2) ( Complete )

# Window Sticker

## SUMMARY

[Fleet] 2023 GMC Sierra 1500 (TC10903) 2WD Reg Cab 140" Pro MSRP:$36,600.00

Interior:Jet Black, Vinyl seat trim

Exterior 1:Summit White

Exterior 2:No color has been selected.

Engine, 5.3L EcoTec3 V8

Transmission, 10-speed automatic, (Column shifter) electronically controlled

## OPTIONS

| CODE | MODEL | | MSRP |
|---|---|---|---|
| TC10903 | [Fleet] 2023 GMC Sierra 1500 (TC10903) 2WD Reg Cab 140" Pro | | $36,600.00 |
| | **OPTIONS** | | |
| 1SA | Pro Preferred Equipment Group | | $0.00 |
| AKO | Glass, deep-tinted | Inc. | |
| AZ3 | Seats, front 40/20/40 split-bench | | $0.00 |
| C49 | Defogger, rear-window electric | Inc. | |
| CTT | Hitch Guidance | Inc. | |
| E63 | Pickup bed | | $0.00 |
| FE9 | Emissions, Federal requirements | | $0.00 |
| GAZ | Summit White | | $0.00 |
| GU5 | Rear axle, 3.23 ratio | Inc. | |
| H2G | Jet Black, Vinyl seat trim | | $0.00 |
| IOR | Audio system, GMC Infotainment System with 7" diagonal color touch-screen, AM/FM stereo | | $0.00 |
| K34 | Cruise control, steering wheel-mounted | Inc. | |
| KC4 | Cooling, external engine oil cooler | Inc. | |
| KNP | Cooling, auxiliary external transmission oil cooler | Inc. | |
| KW7 | Alternator, 170 amps | Inc. | |
| L84 | Engine, 5.3L EcoTec3 V8 | | $1,595.00 |
| MHT | Transmission, 10-speed automatic, (Column shifter) electronically controlled | Inc. | |

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Data Version: 18773. Data Updated: Feb 21, 2023 6:47:00 PM PST.

**Gunn Buick GMC, Ltd**
Danny Mireles | 210-599-5000 ext 2059 | dmireles@gunnauto.com

## [Fleet] 2023 GMC Sierra 1500 (TC10903) 2WD Reg Cab 140" Pro (2) ( Complete )

| | | | |
|---|---|---|---|
| PCI | Convenience Package | Inc. | |
| PEB | Pro Value Package | | $1,320.00 |
| QBN | Tires, 255/70R17 all-season, blackwall | | $0.00 |
| QBR | Tire, spare 255/70R17 all-season, blackwall | | $0.00 |
| QT5 | Tailgate, gate function manual with EZ Lift | Inc. | |
| R7N | Not Equipped with Steering Column Lock, see dealer for details | | ($50.00) |
| RD6 | Wheels, 17" x 8" (43.2 cm x 20.3 cm) painted steel, Silver | | $0.00 |
| UF2 | LED Cargo Area Lighting | Inc. | |
| Z82 | Trailering Package | Inc. | |
| — | Option/package discount | | ($500.00) |
| | **SUBTOTAL** | | **$38,965.00** |
| | Adjustments Total | | $0.00 |
| | Destination Charge | | $1,795.00 |
| | **TOTAL PRICE** | | **$40,760.00** |

### FUEL ECONOMY

Est City:16 MPG

Est Highway:21 MPG

Est Highway Cruising Range:588.00 mi

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**Gunn Buick GMC, Ltd**
Danny Mireles | 210-599-5000 ext 2059 | dmireles@gunnauto.com

[Fleet] 2023 GMC Sierra 1500 (TC10903) 2WD Reg Cab 140" Pro (2) ( ✓ Complete )

# Standard Equipment

## Package

GMC Pro Safety includes (UEU) Forward Collision Alert, (UE4) Following Distance Indicator, (UKJ) Front Pedestrian Braking, (TQ5) IntelliBeam, (UHX) Lane Keep Assist with Lane Departure Warning, and (UHY) Automatic Emergency Braking (Includes (T8Z) Buckle to Drive.)

## Mechanical

Engine, 2.7L Turbo High-Output (310 hp [231 kW] @ 5600 rpm, 430 lb-ft of torque [583 Nm] @ 3000 rpm) (Not available with (VYU) Snow Plow Prep Package, (ZW9) pickup bed delete, (KC4) external engine oil cooler or (X31) X31 Off-Road Package. Includes (KW5) 220-amp alternator.) (STD)

Transmission, 8-speed automatic, (Column shifter) electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (Standard and only available with (L3B) 2.7L Turbo High-Output engine.) (STD)

Pickup bed (Deleted when (ZW9) pickup bed delete is ordered on Regular Cab models.) (STD)

GVWR, 6800 lbs. (3084 kg) (Requires Crew Cab 2WD and (L3B) 2.7L Turbo High-Output engine. Requires Double Cab 2WD model with (L3B) 2.7L Turbo High-Output engine or with (L84) 5.3L EcoTec3 V8 engine. Requires Regular Cab 4WD TK10703 or 2WD TC10903 model a with (L3B) 2.7L Turbo High-Output engine or (L84) 5.3L EcoTec3 V8.)

Rear axle, 3.42 ratio (Included and only available with (L3B) 2.7L Turbo High-Output engine.)

Push Button Start

Automatic Stop/Start (Not available with (FHS) E85 FlexFuel capability.)

Suspension Package, Standard

Rear wheel drive

Battery, heavy-duty 730 cold-cranking amps/80 Amp-hr, maintenance-free with rundown protection and retained accessory power (Included and only available with (L84) 5.3L EcoTec3 V8 engine or (L3B) 2.7L Turbo High-Output engine.)

Frame, fully-boxed, hydroformed front section

Cargo tie downs (12), fixed

Steering, Electric Power Steering (EPS) assist, rack-and-pinion

Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors

Capless Fuel Fill

Exhaust, single outlet

Exhaust, aluminized stainless-steel muffler and tailpipe

## Exterior

Wheels, 17" x 8" (43.2 cm x 20.3 cm) painted steel, Silver (STD)

Tires, 255/70R17 all-season, blackwall (STD)

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**Gunn Buick GMC, Ltd**
Danny Mireles | 210-599-5000 ext 2059 | dmireles@gunnauto.com

## [Fleet] 2023 GMC Sierra 1500 (TC10903) 2WD Reg Cab 140" Pro (2) ( ✓ Complete )

### Exterior

Tire, spare 255/70R17 all-season, blackwall (Included with (QBN) 255/70R17 all-season, blackwall tires.) (STD)

Wheel, 17" x 8" (43.2 cm x 20.3 cm) full-size, steel spare

Tire carrier lock keyed cylinder lock that utilizes same key as ignition and door (Deleted with (ZW9) pickup bed delete.)

Bumper, front chrome lower (Requires (VJH) rear chrome bumper and (E63) pickup bed. Required with (UD7) Rear Park Assist or (PQA) 1SA Safety Plus Package on 1SA unless ordered with (WBP) Graphite Edition.)

Bumper, rear chrome with bumper CornerSteps (Requires (V46) front chrome bumper and (E63) pickup bed.)

CornerStep, rear bumper

Grille (Chrome header with flat black grille insert bars)

Headlamps, LED projectors with Fade-on/Fade-off animation, LED turn signals and Daytime Running Lamps

IntelliBeam, automatic high beam on/off (Included and only available with (PDI) GMC Pro Safety.)

Taillamps, LED LED signature taillight and Fade-on/Fade-off animation, incandescent stop, turn and reverse light

Mirrors, outside heated power-adjustable (Included and only available with (PCI) Convenience Package or (ZLQ) Fleet Convenience Package on Crew Cab and Double Cab models. Standard on Regular Cab models.)

Glass, solar absorbing, tinted

Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel

Tailgate, standard (Deleted with (ZW9) pickup bed delete.)

Tailgate, gate function manual, no lift assist (Deleted with (ZW9) pickup bed delete or (QK2) GMC MultiPro Tailgate.)

Tailgate and bed rail protection caps, top

Tailgate, locking utilizes same key as ignition and door (Deleted with (ZW9) pickup bed delete or (QK2) GMC MultiPro Tailgate.)

Door handles, Black grained

### Entertainment

Audio system, GMC Infotainment System with 7" diagonal color touch-screen, AM/FM stereo with seek-and-scan and digital clock, includes Bluetooth streaming audio for music and select phones; featuring wired Android Auto and Apple CarPlay capability for compatible phones (STD)

Audio system feature, 2-speakers in front doors (Requires Regular Cab model.)

Bluetooth for phone connectivity to vehicle infotainment system

### Interior

Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)

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[Fleet] 2023 GMC Sierra 1500 (TC10903) 2WD Reg Cab 140" Pro (2) ( ✓ Complete )

## Interior

Seat trim, Vinyl

Seat adjuster, driver 4-way manual

Seat adjuster, passenger 4-way manual

Floor covering, rubberized-vinyl (Not available with LPO floor liners.)

Steering column, manual Tilt-Wheel and telescoping (Beginning February 27, 2023 certain vehicles will be forced to include (N37) manual tilt/telescoping steering column that will remove the (N33) Tilt-Wheel manual steering column. See the window label for the features on a specific vehicle.)

Steering wheel, urethane

Instrument cluster, 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure

Driver Information Center, 3.5" diagonal monochromatic display

Exterior Temperature Display, located in radio display

Brake lining wear indicator

Windows, power front, drivers express up/down

Window, power front, passenger express down

Door locks, power

Remote Keyless Entry

USB Ports, 2, Charge/Data ports located on instrument panel

Power outlet, front auxiliary, 12-volt

Air conditioning, single-zone manual

Mirror, inside rearview, manual tilt

Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted

## Safety-Interior

Automatic Emergency Braking (Included and only available with (PDI) GMC Pro Safety.)

Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

HD Rear Vision Camera (Not available with (ZW9) pickup bed delete.)

Following Distance Indicator (Included and only available with (PDI) GMC Pro Safety.)

Forward Collision Alert (Included and only available with (PDI) GMC Pro Safety.)

Lane Keep Assist with Lane Departure Warning (Included and only available with (PDI) GMC Pro Safety.)

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## [Fleet] 2023 GMC Sierra 1500 (TC10903) 2WD Reg Cab 140" Pro (2) ( ✓ Complete )

### Safety-Interior

Buckle to Drive (Included and only available with (PDI) GMC Pro Safety.)

Tire Pressure Monitor System, auto learn includes Tire Fill Alert (does not apply to spare tire)

### Safety-Mechanical

Front Pedestrian Braking (Included and only available with (PDI) GMC Pro Safety.)

StabiliTrak, stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist

### Safety-Exterior

Daytime Running Lamps, LED signature lighting

### WARRANTY

Warranty Note: <<< Preliminary 2023 Warranty >>>
Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Drivetrain Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles
Corrosion Years (Rust-Through): 6
Corrosion Years: 3
Corrosion Miles/km (Rust-Through): 100,000
Corrosion Miles/km: 36,000
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000
Roadside Assistance Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles
Maintenance Note: 1 Year/1 Visit

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| GUNN Acura | GUNN BUICK GMC | GUNN CHEVROLET | GUNN Honda | GUNN NISSAN | GUNN NISSAN of DENTON |
|---|---|---|---|---|---|
| 11911 IH 10 West | 16440 IH 35 North | 16550 IH 35 North | 14610 IH 10 West | 750 NE LOOP 410 | 5650 S Interstate 35 E |
| San Antonio, TX 78230 | Selma, TX 78154 | Selma, TX 78154 | San Antonio, TX 78249 | San Antonio, TX 78209 | Corinth, TX 76210 |
| Phone: (210) 696-2232 | Phone: (210) 599-5600 | Phone: (210) 599-5000 | Phone: (210) 680-3371 | Phone: (210) 496-0806 | Phone: (940) 270-9000 |

# DEAL WORKSHEET

Deal # _____

## BUYER INFORMATION

Date 02/22/2023
Buyer's Name City Of Leander
Co-Buyer's Name
Business Name City Of Leander
Address 105 N Brushy St
City & State Leander Zip 78641
Home Phone Bus. Phone (512) 528-2730
Cell Phone (737) 308-1793 E-Mail kjohnson@leandertx.gov
Est. Delivery Date Customer #
SalesPerson 1 Danny Mireles SalesPerson 1 ID # 151
SalesPerson 2 SalesPerson 2 ID #

## TRADE-IN INFORMATION

Yr. ____ Make _____ Model _____ Miles _____
Lic # _____ Vin # _____
Lienholder _____
Acct # _____ Payoff _____ Good Until _____
Lienholder Address _____
City & State _____
Phone # _____ Quoted by _____

## TRADE-IN INFORMATION

Yr. ____ Make _____ Model _____ Miles _____
Lic # _____ Vin # _____
Lienholder _____
Acct # _____ Payoff _____ Good Until _____
Lienholder Address _____
City & State _____
Phone # _____ Quoted by _____

Stock # G230500 Vin # 1GTUUAED3PZ172519
Year 2023 Make GMC
Model Sierra 1500 Model Trim Pro
Miles 3 Color Summit White
M.S.R.P. $56,620.00 Discount $8,200.00 O.S.P. $48,420.00

**Dealer Installed Accessories ***

| | | |
|---|---|---|
| 1. | Delivery Fee | $148.50 |
| 2. | | |
| 3. | | |
| 4. | Plus Buy Board Fee $400 per PC | |
| 5. | | |
| 6. | | |
| 7. | Buy Board Contract #601-19 | |

| | |
|---|---|
| **Selling Price** | $48,420.00 |
| Plus Owed Accessories | $148.50 |
| **Selling Price w/ Accessories** | $48,568.50 |
| Sales Services Fee | |
| Trade-In Appraised Value | $0.00 |
| Factory Rebate(s), if any | |
| **Sub-Total** | $48,568.50 |
| State Motor Vehicle Sales Tax | $0.00 |
| Dealer's Inventory Tax | $0.00 |
| Lic., Title, Insp., R&B, Etag, Ins. Ver., Sys. Fees | $23.75 |
| Balance Due on Trade-In | $0.00 |
| Documentary Fee | $0.00 |
| **Total** | $48,592.25 |
| Deposit Receipt # | |
| Cash Down Receipt # | $0.00 |
| **Amount to Finance** | $48,592.25 |

*Payment estimates are based on a standard rate presented to all Gunn customers. Specific terms are subject to each individual customer's ability to meet the financial criteria established by third party lenders. Therefore, the terms shown above are not binding and are subject to change based upon individual customer qualifications.*

Date 02/22/2023 ____ Buyer's / Co-Buyer's Signature: _____ Accepted _____

**Gunn Buick GMC, Ltd**
Danny Mireles | 210-599-5000 ext 2059 | dmireles@gunnauto.com

# City of Leander

**Prepared For:** Kenley Crowder 1500 GMC 4x4 V8 Crew Cab

512-259-2640 Ext 773

kcrowder@leandertx.gov

[Retail] 2023 GMC Sierra 1500 (TK10743) 4WD Crew Cab 157" Pro (4)

**Gunn Buick GMC, Ltd**
Danny Mireles | 210-599-5000 ext 2059 | dmireles@gunnauto.com

[Retail] 2023 GMC Sierra 1500 (TK10743) 4WD Crew Cab 157" Pro (4) ( ✓ Complete )

# Window Sticker

## SUMMARY

[Retail] 2023 GMC Sierra 1500 (TK10743) 4WD Crew Cab 157" Pro MSRP:$46,400.00

Interior:Jet Black, Vinyl seat trim

Exterior 1:Summit White

Exterior 2:No color has been selected.

Engine, 5.3L EcoTec3 V8

Transmission, 10-speed automatic, (Column shifter) electronically controlled

## OPTIONS

| CODE | MODEL | | MSRP |
|---|---|---|---|
| TK10743 | [Retail] 2023 GMC Sierra 1500 (TK10743) 4WD Crew Cab 157" Pro | | $46,400.00 |
| | **OPTIONS** | | |
| 1SA | Pro Preferred Equipment Group | | $0.00 |
| AKO | Glass, deep-tinted | Inc. | |
| AZ3 | Seats, front 40/20/40 split-bench | | $0.00 |
| B30 | Floor covering, color-keyed carpeting | Inc. | |
| B32 | Floor mats, rubberized-vinyl front | Inc. | |
| B33 | Floor mats, rubberized-vinyl rear | Inc. | |
| BTV | Remote vehicle starter system | Inc. | |
| C49 | Defogger, rear-window electric | Inc. | |
| C5Y | GVWR, 7100 lbs. (3221 kg) | | $0.00 |
| CTT | Hitch Guidance | Inc. | |
| DLF | Mirrors, outside heated power-adjustable | Inc. | |
| FE9 | Emissions, Federal requirements | | $0.00 |
| G80 | Auto-locking rear differential | Inc. | |
| GAZ | Summit White | | $0.00 |
| GU5 | Rear axle, 3.23 ratio | Inc. | |
| H2G | Jet Black, Vinyl seat trim | | $0.00 |
| IOR | Audio system, GMC Infotainment System with 7" diagonal color touch-screen, AM/FM stereo | | $0.00 |
| JHD | Hill Descent Control | Inc. | |

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## [Retail] 2023 GMC Sierra 1500 (TK10743) 4WD Crew Cab 157" Pro (4) ( ✓ Complete )

| | | | |
|---|---|---|---|
| K34 | Cruise control, steering wheel-mounted | Inc. | |
| K47 | Air filter, heavy-duty | Inc. | |
| KC4 | Cooling, external engine oil cooler | Inc. | |
| KNP | Cooling, auxiliary external transmission oil cooler | Inc. | |
| KW7 | Alternator, 170 amps | Inc. | |
| L84 | Engine, 5.3L EcoTec3 V8 | | $1,595.00 |
| MHT | Transmission, 10-speed automatic, (Column shifter) electronically controlled | Inc. | |
| NQH | Transfer case, two-speed, electronic Autotrac | Inc. | |
| NZZ | Skid Plates | Inc. | |
| PCI | Convenience Package | Inc. | |
| PCR | Connectivity and Entertainment Package | Inc. | |
| PEB | Pro Value Package | | $1,465.00 |
| PPW | Wireless phone projection, for Apple CarPlay and Android Auto | Inc. | |
| QAE | Tires, 275/60R20SL all-terrain, blackwall | | $0.00 |
| QAQ | Tire, spare 255/80R17SL all-season, blackwall | Inc. | |
| QT5 | Tailgate, gate function manual with EZ Lift | Inc. | |
| R7N | Not Equipped with Steering Column Lock, see dealer for details | | ($50.00) |
| R9M | 3 years of OnStar & Connected Services Plan | Inc. | |
| RD3 | Wheels, 20" x 9" (50.8 cm x 22.9 cm) 6-spoke High gloss Black painted aluminum | Inc. | |
| U2K | SiriusXM Radio | Inc. | |
| UE1 | OnStar and GMC connected services capable | Inc. | |
| UF2 | LED Cargo Area Lighting | Inc. | |
| UTJ | Theft-deterrent system, unauthorized entry | Inc. | |
| VB5 | Bumper, front, body-color lower | Inc. | |
| VQO | LPO, Black assist step | | $495.00 |
| VT5 | Bumper, rear body-color | Inc. | |
| VV4 | Wi-Fi Hotspot capable | Inc. | |
| WBP | Graphite Edition | | $4,375.00 |
| X31 | X31 Off-Road Package | | $945.00 |
| Z71 | Suspension, Off-Road | Inc. | |
| Z82 | Trailering Package | Inc. | |

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## [Retail] 2023 GMC Sierra 1500 (TK10743) 4WD Crew Cab 157" Pro (4) ( ✓ Complete )

| | | | |
|---|---|---|---|
| — | Option/package discount | | ($500.00) |
| — | Compass, located in instrument cluster | Inc. | |
| — | GMC Connected Access capable | Inc. | |
| | **SUBTOTAL** | | **$54,725.00** |
| | Adjustments Total | | $0.00 |
| | Destination Charge | | $1,895.00 |
| | **TOTAL PRICE** | | **$56,620.00** |

### FUEL ECONOMY

Est City:16 MPG

Est Highway:20 MPG

Est Highway Cruising Range:480.00 mi

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[Retail] 2023 GMC Sierra 1500 (TK10743) 4WD Crew Cab 157" Pro (4) ( ✓ Complete )

# Standard Equipment

## Package

GMC Pro Safety includes (UEU) Forward Collision Alert, (UE4) Following Distance Indicator, (UKJ) Front Pedestrian Braking, (TQ5) IntelliBeam, (UHX) Lane Keep Assist with Lane Departure Warning, and (UHY) Automatic Emergency Braking (Includes (T8Z) Buckle to Drive.)

## Mechanical

Pickup bed (Deleted when (ZW9) pickup bed delete is ordered on Regular Cab models.)

Engine, 2.7L Turbo High-Output (310 hp [231 kW] @ 5600 rpm, 430 lb-ft of torque [583 Nm] @ 3000 rpm) (Not available with (VYU) Snow Plow Prep Package, (ZW9) pickup bed delete, (KC4) external engine oil cooler or (X31) X31 Off-Road Package. Includes (KW5) 220-amp alternator.) (STD)

Transmission, 8-speed automatic, (Column shifter) electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (Standard and only available with (L3B) 2.7L Turbo High-Output engine.) (STD)

Rear axle, 3.42 ratio (Included and only available with (L3B) 2.7L Turbo High-Output engine.)

GVWR, 7000 lbs. (3175 kg) (Requires Crew Cab or Double Cab 4WD model and (L3B) 2.7L Turbo High-Output engine. Requires Double Cab 4WD model and (L84) 5.3L EcoTec3 V8 engine.) (STD)

Push Button Start

Automatic Stop/Start

Transfer case, single speed, electronic Autotrac with push button control (4WD models only)

Suspension Package, Standard

Four wheel drive

Battery, heavy-duty 730 cold-cranking amps/80 Amp-hr, maintenance-free with rundown protection and retained accessory power (Included and only available with (L84) 5.3L EcoTec3 V8 engine or (L3B) 2.7L Turbo High-Output engine.)

Frame, fully-boxed, hydroformed front section

Recovery hooks, front, frame-mounted, Black (Included with 4WD models or included and only available on 2WD models with (PQA) 1SA Safety Plus Package or (WPB) Graphite Edition. Available on 2WD models as an SEO option.)

Cargo tie downs (12), fixed

Steering, Electric Power Steering (EPS) assist, rack-and-pinion

Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors

Capless Fuel Fill

Exhaust, single outlet

Exhaust, aluminized stainless-steel muffler and tailpipe

## Exterior

Wheels, 17" x 8" (43.2 cm x 20.3 cm) painted steel, Silver (STD)

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Data Version: 18773. Data Updated: Feb 21, 2023 6:47:00 PM PST.

**Gunn Buick GMC, Ltd**
Danny Mireles | 210-599-5000 ext 2059 | dmireles@gunnauto.com

## [Retail] 2023 GMC Sierra 1500 (TK10743) 4WD Crew Cab 157" Pro (4) ( ✓ Complete )

### Exterior

Tires, 255/70R17 all-season, blackwall (STD)

Tire, spare 255/70R17 all-season, blackwall (Included with (QBN) 255/70R17 all-season, blackwall tires.) (STD)

Wheel, 17" x 8" (43.2 cm x 20.3 cm) full-size, steel spare

Tire carrier lock keyed cylinder lock that utilizes same key as ignition and door (Deleted with (ZW9) pickup bed delete.)

Bumper, front chrome lower (Requires (VJH) rear chrome bumper and (E63) pickup bed. Required with (UD7) Rear Park Assist or (PQA) 1SA Safety Plus Package on 1SA unless ordered with (WBP) Graphite Edition.)

Bumper, rear chrome with bumper CornerSteps (Requires (V46) front chrome bumper and (E63) pickup bed.)

CornerStep, rear bumper

Grille (Chrome header with flat black grille insert bars)

Headlamps, LED projectors with Fade-on/Fade-off animation, LED turn signals and Daytime Running Lamps

IntelliBeam, automatic high beam on/off (Included and only available with (PDI) GMC Pro Safety.)

Taillamps, LED LED signature taillight and Fade-on/Fade-off animation, incandescent stop, turn and reverse light

Mirrors, outside manual, Black (Not available on Regular Cab models.)

Glass, solar absorbing, tinted

Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel

Tailgate, standard (Deleted with (ZW9) pickup bed delete.)

Tailgate, gate function manual, no lift assist (Deleted with (ZW9) pickup bed delete or (QK2) GMC MultiPro Tailgate.)

Tailgate and bed rail protection caps, top

Tailgate, locking utilizes same key as ignition and door (Deleted with (ZW9) pickup bed delete or (QK2) GMC MultiPro Tailgate.)

Door handles, Black grained

### Entertainment

Audio system, GMC Infotainment System with 7" diagonal color touch-screen, AM/FM stereo with seek-and-scan and digital clock, includes Bluetooth streaming audio for music and select phones; featuring wired Android Auto and Apple CarPlay capability for compatible phones (STD)

Audio system feature, 6-speaker system (Requires Crew Cab or Double Cab model.)

Bluetooth for phone connectivity to vehicle infotainment system

### Interior

Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)

Seat trim, Vinyl

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[Retail] 2023 GMC Sierra 1500 (TK10743) 4WD Crew Cab 157" Pro (4) ( ✓ Complete )

## Interior

Seat adjuster, driver 4-way manual

Seat adjuster, passenger 4-way manual

Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor) (Not available with Regular Cab model.)

Floor covering, rubberized-vinyl (Not available with LPO floor liners.)

Steering column, manual Tilt-Wheel and telescoping (Beginning February 27, 2023 certain vehicles will be forced to include (N37) manual tilt/telescoping steering column that will remove the (N33) Tilt-Wheel manual steering column. See the window label for the features on a specific vehicle.)

Steering wheel, urethane

Instrument cluster, 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure

Driver Information Center, 3.5" diagonal monochromatic display

Exterior Temperature Display, located in radio display

Brake lining wear indicator

Windows, power front, drivers express up/down

Window, power front, passenger express down

Windows, power rear, express down (Not available on Regular Cab models.)

Door locks, power

Remote Keyless Entry

USB Ports, 2, Charge/Data ports located on instrument panel

Power outlet, front auxiliary, 12-volt

Air conditioning, single-zone manual

Air vents, rear (Not available with Regular Cab model.)

Mirror, inside rearview, manual tilt

Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted

## Safety-Interior

Automatic Emergency Braking (Included and only available with (PDI) GMC Pro Safety.)

Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

HD Rear Vision Camera (Not available with (ZW9) pickup bed delete.)

Following Distance Indicator (Included and only available with (PDI) GMC Pro Safety.)

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Danny Mireles | 210-599-5000 ext 2059 | dmireles@gunnauto.com

[Retail] 2023 GMC Sierra 1500 (TK10743) 4WD Crew Cab 157" Pro (4) ( ✓ Complete )

### Safety-Interior

Forward Collision Alert (Included and only available with (PDI) GMC Pro Safety.)

Lane Keep Assist with Lane Departure Warning (Included and only available with (PDI) GMC Pro Safety.)

Seat Belt Adjustable Guide Loops, front row only (Included and only available with Crew Cab or Double Cab models.)

Buckle to Drive (Included and only available with (PDI) GMC Pro Safety.)

Tire Pressure Monitor System, auto learn includes Tire Fill Alert (does not apply to spare tire)

Rear Seat Reminder (Requires Crew Cab or Double Cab model.)

### Safety-Mechanical

Front Pedestrian Braking (Included and only available with (PDI) GMC Pro Safety.)

StabiliTrak, stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist

### Safety-Exterior

Daytime Running Lamps, LED signature lighting

### WARRANTY

Warranty Note: <<< Preliminary 2023 Warranty >>>
Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Drivetrain Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles
Corrosion Years (Rust-Through): 6
Corrosion Years: 3
Corrosion Miles/km (Rust-Through): 100,000
Corrosion Miles/km: 36,000
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000
Roadside Assistance Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles
Maintenance Note: 1 Year/1 Visit

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GUNN AUTO GROUP

GUNN Acura
11911 IH 10 West
San Antonio, TX 78230
Phone: (210) 696-2232

GUNN BUICK GMC
16440 IH 35 North
Selma, TX 78154
Phone: (210) 599-5600

GUNN CHEVROLET
16550 IH 35 North
Selma, TX 78154
Phone: (210) 599-5000

GUNN Honda
14610 IH 10 West
San Antonio, TX 78249
Phone: (210) 680-3371

GUNN NISSAN
750 NE LOOP 410
San Antonio, TX 78209
Phone: (210) 496-0806

GUNN NISSAN of DENTON
5650 S Interstate 35 E
Corinth, TX 76210
Phone: (940) 270-9000

# DEAL WORKSHEET

Deal # _____

## BUYER INFORMATION

Date 02/22/2023
Buyer's Name City Of Leander
Co-Buyer's Name _____
Business Name City Of Leander
Address 105 N Brushy St
City & State Leander Zip 78641
Home Phone _____ Bus. Phone (512) 528-2730
Cell Phone (737) 308-1793 E-Mail kjohnson@leandertx.gov
Est. Delivery Date _____ Customer # _____
SalesPerson 1 Danny Mireles SalesPerson 1 ID # 151
SalesPerson 2 _____ SalesPerson 2 ID # _____

## TRADE-IN INFORMATION

Yr. ____ Make _____ Model _____ Miles _____
Lic # _____ Vin # _____
Lienholder _____
Acct # _____ Payoff _____ Good Until _____
Lienholder Address _____
City & State _____
Phone # _____ Quoted by _____

## TRADE-IN INFORMATION

Yr. ____ Make _____ Model _____ Miles _____
Lic # _____ Vin # _____
Lienholder _____
Acct # _____ Payoff _____ Good Until _____
Lienholder Address _____
City & State _____
Phone # _____ Quoted by _____

Stock # GC230577 Vin # 1GT08LE76PF216586
Year 2023 Make GMC
Model Sierra 2500HD Model Trim Pro
Miles 7 Color Summit White
M.S.R.P. $44,808.00 Discount $8,978.00 O.S.P. $35,830.00

**Dealer Installed Accessories ***

| | | |
|---|---|---|
| 1. | Deliver Fee | $148.50 |
| 2. | | |
| 3. | Plus Buy Board Fee $400 per PC | |
| 4. | | |
| 5. | | |
| 6. | | |
| 7. | Buy Board Contract#601-19 | |

| | |
|---|---|
| **Selling Price** | $35,830.00 |
| Plus Owed Accessories | $148.50 |
| **Selling Price w/ Accessories** | $35,978.50 |
| Sales Services Fee | |
| Trade-In Appraised Value | $0.00 |
| Factory Rebate(s), if any | |
| **Sub-Total** | $35,978.50 |
| State Motor Vehicle Sales Tax | $0.00 |
| Dealer's Inventory Tax | $0.00 |
| Lic., Title, Insp., R&B, Etag, Ins. Ver., Sys. Fees | $14.50 |
| Balance Due on Trade-In | $0.00 |
| Documentary Fee | $0.00 |
| **Total** | $35,993.00 |
| Deposit Receipt # | |
| Cash Down Receipt # | $0.00 |
| **Amount to Finance** | $35,993.00 |

*Payment estimates are based on a standard rate presented to all Gunn customers. Specific terms are subject to each individual customer's ability to meet the financial criteria established by third party lenders. Therefore, the terms shown above are not binding and are subject to change based upon individual customer qualifications.*

Date 02/22/2023 ____ Buyer's / Co-Buyer's Signature: _____ Accepted _____

**Gunn Buick GMC, Ltd**
Danny Mireles | 210-599-5000 ext 2059 | dmireles@gunnauto.com

# City of Leander

**Prepared For:** Kay Johnson-2500 Reg Cab LWB 2wd

512-528-2730

kjohnson@leandertx.gov

[Fleet] 2023 GMC Sierra 2500HD (TC20903) 2WD Reg Cab 142" Pro (4)

**Gunn Buick GMC, Ltd**
Danny Mireles | 210-599-5000 ext 2059 | dmireles@gunnauto.com

[Fleet] 2023 GMC Sierra 2500HD (TC20903) 2WD Reg Cab 142" Pro (4) ( ✓ Complete )

# Window Sticker

## SUMMARY

[Fleet] 2023 GMC Sierra 2500HD (TC20903) 2WD Reg Cab 142" Pro MSRP:$41,200.00

Interior:Jet Black, Vinyl seat trim

Exterior 1:Summit White

Exterior 2:No color has been selected.

Engine, 6.6L V8

Transmission, 6-speed automatic, heavy-duty

## OPTIONS

| CODE | MODEL | | MSRP |
|---|---|---|---|
| TC20903 | [Fleet] 2023 GMC Sierra 2500HD (TC20903) 2WD Reg Cab 142" Pro | | $41,200.00 |
| | **OPTIONS** | | |
| 1SA | Pro Preferred Equipment Group | | $0.00 |
| 8S3 | Back-up alarm, 97 decibels | | $138.00 |
| AE7 | Seats, front 40/20/40 split-bench | | $0.00 |
| AED | Window, power front, passenger express down | Inc. | |
| AQQ | Remote Keyless Entry | Inc. | |
| AU3 | Door locks, power | Inc. | |
| AXG | Windows, power front, drivers express up/down | Inc. | |
| C4M | GVWR, 9,900 lbs. (4490 kg) | Inc. | |
| DBG | Mirrors, outside power-adjustable vertical trailering | Inc. | |
| E63 | Pickup bed | | $0.00 |
| FE9 | Emissions, Federal requirements | | $0.00 |
| GAZ | Summit White | | $0.00 |
| GT4 | Rear axle, 3.73 ratio | | $0.00 |
| H2G | Jet Black, Vinyl seat trim | | $0.00 |
| IOR | Audio system, GMC Infotainment System with 7" diagonal color touch-screen | | $0.00 |
| JL1 | Trailer brake controller, integrated | | $275.00 |
| K34 | Cruise control, steering wheel-mounted | Inc. | |

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# Gunn Buick GMC, Ltd

Danny Mireles | 210-599-5000 ext 2059 | dmireles@gunnauto.com


## [Fleet] 2023 GMC Sierra 2500HD (TC20903) 2WD Reg Cab 142" Pro (4) ( Complete )

| | | | |
|---|---|---|---|
| L8T | Engine, 6.6L V8 | | $0.00 |
| MYD | Transmission, 6-speed automatic, heavy-duty | | $0.00 |
| PYN | Wheels, 17" (43.2 cm) painted steel, Silver | | $0.00 |
| QHQ | Tires, LT245/75R17E all-season, blackwall | | $0.00 |
| QT5 | Tailgate, gate function manual with EZ Lift | Inc. | |
| ZHQ | Tire, spare LT245/75R17E all-season, blackwall | | $0.00 |
| ZLQ | Fleet Convenience Package | | $1,400.00 |
| | **SUBTOTAL** | | **$43,013.00** |
| | Adjustments Total | | $0.00 |
| | Destination Charge | | $1,795.00 |
| | **TOTAL PRICE** | | **$44,808.00** |

### FUEL ECONOMY

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A


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[Fleet] 2023 GMC Sierra 2500HD (TC20903) 2WD Reg Cab 142" Pro (4) ( ✓ Complete )

## Standard Equipment

### Package

Trailering Package includes trailer hitch, 7-pin and 4-pin connectors and (CTT) Hitch Guidance (Deleted when (ZW9) pickup bed delete is ordered.)

### Mechanical

Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb -ft of torque [629 N-m] @ 4000 rpm) (STD)

Transmission, 6-speed automatic, heavy-duty (STD)

Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine.)

Pickup bed includes bed assist step (Deleted when (ZW9) pickup bed delete is ordered.) (STD)

GVWR, 9,900 lbs. (4490 kg) (STD) (Included and only available with TC20903 model and (L8T) 6.6L V8 gas engine with 17" wheels.)

Auto-locking rear differential

Rear wheel drive

Cooling, external engine oil cooler

Cooling, auxiliary external transmission oil cooler

Air filter, heavy-duty

Air filtration monitoring

Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr, maintenance-free with rundown protection and retained accessory power (Included and only available with (L8T) 6.6L V8 gas engine.)

Alternator, 170 amps (Requires (L8T) 6.6L V8 gas engine.)

Recovery hooks, front, frame-mounted, Black

Frame, fully-boxed, hydroformed front section and a fully-boxed stamped rear section

Suspension Package (Not available with (X31) Off-Road Package.)

Steering, Recirculating Ball with smart flow power steering system

Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors

Brake lining wear indicator

Capless Fuel Fill (Requires (L8T) 6.6L gas V8 engine. Not included with (ZW9) pickup bed delete.)

### Exterior

Wheels, 17" (43.2 cm) painted steel, Silver (STD)

Tires, LT245/75R17E all-season, blackwall (STD)

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## [Fleet] 2023 GMC Sierra 2500HD (TC20903) 2WD Reg Cab 142" Pro (4) ( Complete )

### Exterior

Tire, spare LT245/75R17E all-season, blackwall (STD) (Included and only available with (QHQ) LT245/75R17E all-season, blackwall tires with (E63) pickup bed models. Available to order when (ZW9) pickup bed delete and (QHQ) LT245/75R17E all-season, blackwall tires are ordered.)

Tire carrier lock keyed cylinder lock that utilizes same key as ignition and door (Deleted with (ZW9) pickup bed delete.)

Bumper, front chrome lower

Bumper, rear chrome with bumper CornerSteps

CornerStep, rear bumper

Bed Step, Black integrated on forward portion of bed on driver and passenger side (Not available on (ZW9) pickup bed delete.)

Cargo tie downs (12), fixed rated at 500 lbs per corner

Moldings, beltline, Black

Grille (Chrome surround with Black mesh.)

Headlamps, LED reflector with incandescent turn signals and LED signature Daytime Running Lamps

Lamps, cargo area cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel

LED tail and incandescent stop, turn and reverse light

Mirrors, outside high-visibility vertical trailering lower convex mirrors, manual-folding/extending (extends 3.31" [84.25mm]), molded in Black

Glass, solar absorbing, tinted

Door handles, Black grained

Tailgate, locking utilizes same key as ignition and door (Included and only available with (QK1) standard tailgate. Deleted with (ZW9) pickup bed delete.)

Tailgate, standard (Deleted with (ZW9) pickup bed delete.)

Tailgate, gate function manual, no lift assist (Deleted with (ZW9) pickup bed delete.)

Tailgate and bed rail protection caps, top (Deleted with (ZW9) pickup bed delete.)

### Entertainment

Audio system, GMC Infotainment System with 7" diagonal color touch-screen AM/FM stereo with seek-and-scan and digital clock, includes Bluetooth streaming audio for music and select phones; featuring wired Android Auto and Apple CarPlay capability for compatible phones (STD)

Audio system feature, 2-speakers (Requires Regular Cab model.)

Bluetooth for phone, connectivity to vehicle infotainment system

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## [Fleet] 2023 GMC Sierra 2500HD (TC20903) 2WD Reg Cab 142" Pro (4) ( ✓ Complete )

### Interior

Seats, front 40/20/40 split-bench with upper covered armrest storage with fixed lumbar (STD)

Seat trim, Vinyl

Seat adjuster, driver 4-way manual

Seat adjuster, passenger 4-way manual

Floor covering, rubberized-vinyl (Not available with LPO floor liners.)

Steering wheel, urethane

Steering column, Tilt-Wheel, manual with wheel locking security feature

Instrument cluster, 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure

Driver Information Center, 3.5" diagonal monochromatic display

Exterior Temperature Display, located in radio display

Windows, manual (Standard on Regular Cab model. Crew Cab and Double Cab models have power windows standard.)

Door locks, manual (Requires Regular Cab model.)

USB ports, 2 (first row) located on instrument panel

Power outlet, front auxiliary, 12-volt

Air conditioning, single-zone

Mirror, inside rearview, manual tilt

Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted

### Safety-Mechanical

StabiliTrak, stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist

### Safety-Exterior

Daytime Running Lamps, LED signature lighting

### Safety-Interior

Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Rear Vision Camera (Deleted with (ZW9) pickup bed delete.)

Hitch Guidance dynamic single line to aid in truck trailer alignment for hitching (Deleted with (ZW9) pickup bed delete.)

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## [Fleet] 2023 GMC Sierra 2500HD (TC20903) 2WD Reg Cab 142" Pro (4) ( ✓ Complete )

### Safety-Interior

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Tire Pressure Monitoring System with Tire Fill Alert (does not apply to spare tire)

### Processing-Other

Trailering Information Label provides max trailer ratings for tongue weight, conventional, gooseneck and 5th wheel trailering (Not available on (ZW9) pickup bed delete.)

### WARRANTY

Warranty Note: <<< Preliminary 2023 Warranty >>>
Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Drivetrain Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles
Corrosion Years (Rust-Through): 6
Corrosion Years: 3
Corrosion Miles/km (Rust-Through): 100,000
Corrosion Miles/km: 36,000
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000
Roadside Assistance Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles
Maintenance Note: 1 Year/1 Visit

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**AGENDA ITEM # 28**

**EXECUTIVE SUMMARY**
**03/16/2023**

## AGENDA SUBJECT:

Discuss and consider action on an Ordinance amending Ordinance No. 22-079-00 adopting the annual budget of the City of Leander, Texas for Fiscal Year 2023.

## BACKGROUND:

The first budget amendment of each fiscal year is used primarily to appropriate funds for projects or expenditures that were approved in the prior year, but 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.

This year's budget amendment includes some of the above, but also includes some budget reductions as recommended by the City Manager to help address the situation discussed at the January City Council retreat regarding current year revenues. The City Manager has instructed departments to reduce their travel and training budgets by fifty (50%) percent this year. In addition, twelve (12) vacant non-public safety positions are being held open. These two (2) measures alone are anticipated to save $1.2 million. Unfortunately, more work remains to manage the remaining fiscal year in order to close the revenue budget gap. Staff's current estimate of the gap is $2.0 million, even with these changes.

In the General Fund, additional funds are requested from reserves (approximately $480,000.00) for prior year approved expenditures that will occur in the current fiscal year, primarily the purchase of seven (7) police vehicles as well as certain IT equipment and software, and certain additional costs associated with the Energov implementation.

The Golf Fund is requesting 2.45 additional FTE's for one (1) full-time Guest Services Supervisor and two (2) part-time cart attendants. Our Golf General Manager will be present to more fully elaborate on the need to increase staffing at mid-year. Projected golf course revenues may exceed the current budget by approximately $540,000.00.

The Hotel Occupancy Tax Fund is increased to adjust the anticipated payments to the Chamber of Commerce due to the increased tax receipts coming into the fund. Also included is funding for an outside consultant for a hotel feasibility study. This study would be jointly funded by the City and Chamber if approved by both boards. City staff is working on an RFP to solicit a qualified professional to undertake the study.

In the Utility Fund, the budget is increased to account for the October and February repair contracts on the raw water line. In addition, funds are requested to cover anticipated additional legal and professional services costs related to the Outside Ratepayers PUC appeal. Lastly, additional funds are requested to cover costs associated with plans to restart the raw water barge contingency project jointly with the City of Cedar Park.

In 2010-12 timeframe, the two (2) cities partnered to develop a contingency plan in the event lake levels dropped below the intake level of the two 920 cities' barges for our existing plants. The plan never had to be fully activated since lake levels began to rise and the drought ended. The two (2) cities' staffs began working together earlier this year to be prepared in the event current lake levels continued to drop, and the contingency barge would have to be ready to be placed in service.

## RECOMMENDATION:

Recommend Approval.

**PRESENTER:**

Robert G. Powers, Executive Finance Director

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## Fiscal Impact

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

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## Attachments

1. Budget Amendment

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING ORDINANCE NO. 22-079-00 ADOPTING THE ANNUAL BUDGET OF THE CITY OF LEANDER, TEXAS FOR FISCAL YEAR 2023.

WHEREAS, a proposed budget for the fiscal year beginning October 1, 2022 and ending September 30, 2023 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 2023 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 2023 Budget is hereby amended as shown in Exhibit A.

Section 3. 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 16th day of March 2023.

| | |
|---|---|
| ATTEST: | CITY OF LEANDER, TEXAS |
| _____ | _____ |
| Dara Crabtree, City Secretary | Christine DeLisle, Mayor |

**EXHIBIT A - SUMMARY**

| FUND | ADOPTED FY 2023 BUDGET | AMENDMENT 1 FY 2023 CHANGE | | REVISED FY 2023 BUDGET |
|---|---|---|---|---|
| 01 - GENERAL FUND | | | | |
| REVENUES | 63,311,285 | 0 | | 63,311,285 |
| EXPENDITURES | 68,528,917 | (627,550) | | 67,901,367 |
| | | | | |
| 05 - GOLF FUND | | | | |
| REVENUES | 1,795,480 | 450,000 | | 2,245,480 |
| EXPENDITURES | 1,792,880 | 100,000 | | 1,892,880 |
| | | | | |
| 11 - HOTEL-MOTEL TAX FUND | | | | |
| REVENUES | 160,000 | 37,500 | | 197,500 |
| EXPENDITURES | 71,625 | 135,000 | | 206,625 |
| | | | | |
| 14 - VEHICLE FUND | | | | 0 |
| REVENUES | 2,360,899 | 0 | | 2,360,899 |
| EXPENDITURES | 2,264,789 | 130,200 | | 2,394,989 |
| | | | | |
| 20 - UTILITY FUND | | | | |
| REVENUES | 45,224,200 | 1,475,000 | | 46,699,200 |
| EXPENDITURES | 51,266,448 | 1,475,000 | | 52,741,448 |
| | | | | |
| | | | | |

**EXHIBIT A – DETAIL**

| FUND | DEPARTMENT | DESCRIPTION | AMENDMENT 1 FY 2023 CHANGE | TOTAL |
|---|---|---|---|---|
| 01 - GENERAL FUND | | | | |
| REVENUES | | | | |
| | | | | |
| | | Fund Balance (Reserves) | | 479,950 |
| EXPENDITURES | | | | |
| 01-10-5600 | Information Technology | Microsoft 365 (prior year) | 35,700 | |
| 01-10-7100 | Information Technology | Server Replacement (PD) - lightning strike (prior year) | 9,250 | |
| 01-20-5252 | Planning | Camio Software | 22,500 | |
| 01-20-5485 | Planning | EnerGov Implementation; Bluebeam Licensing | 70,000 | |
| 01-41-7000 | Police Patrol | Vehicles (prior year) | 200,000 | |
| 01-44-7000 | Police CID | Vehicles (prior year) | 85,000 | |
| 01-46-7000 | Police Special Operations | Vehicles (prior year) | 150,000 | |
| 01-53-5199 | Non-Departmental | Reduce Travel & Training (various depts) | (290,000) | |
| 01-53-5199 | Non-Departmental | Salary Savings (12 vacant positions) | (910,000) | |
| | | | | |
| | | | | |
| | | Total Expenditures | | (627,550) |
| | | | | |
| 05 - GOLF FUND | | | | |
| REVENUES | | | | |
| 05-00-4345 | Revenues | Green Fees | 450,000 | |
| | | | | |
| | | Total Revenues | | 450,000 |
| | | | | |
| | | | | |
| EXPENDITURES | | | | |
| 05-31-5120 | Pro Shop | 2.45 FTEs (Guest Services Supv. & 2 PT cart attendants | 60,000 | |
| 05-31-5503 | Pro Shop | Club House office renovations | 10,000 | |
| 05-53-5911 | Non-Departmental | Credit Card Fees | 30,000 | |
| | | | | |
| | | Total Expenditures | | 100,000 |
| | | | | |
| | | | | |
| 11- HOTEL OCCUPANCY TAX FUND | | | | |
| REVENUES | | | | |
| 11-00-4436 | Revenfues | Chamber of Commerce Hotel Study Participation | 37,500 | |
| | | | | |
| | | Total Revenues | | 37,500 |

| FUND | DEPARTMENT | DESCRIPTION | AMENDMENT 1 FY 2023 CHANGE | TOTAL |
|---|---|---|---|---|
| 11- HOTEL OCCUPANCY TAX FUND | | | | |
| EXPENDITURES | | | | |
| 11-01-6330 | Administration | Chamber of Commerce Tourism Contract (revised estimate) | 60,000 | |
| 11-01-5600 | Administration | Hotel Feasibility Study | 75,000 | |
| | | | | |
| | | Total Expenditures | | 135,000 |
| | | | | |
| | | | | |
| 14 - VEHICLE FUND | | | | |
| REVENUES | | | | |
| | | Fund Balance (Reserves) | | 130,200 |
| | | | | |
| EXPENDITURES | | | | |
| 14-41-7000 | Police | Vehicles (prior year) | 130,200 | |
| | | | | |
| | | Total Expenditures | | 130,200 |
| | | | | |
| 20 - UTILITY FUND | | | | |
| REVENUES | | | | |
| 20-00-4090 | Revenues | Water Sales | 1,475,000 | |
| | | | | |
| | | Total Revenues | | 1,475,000 |
| | | | | |
| EXPENDITURES | | | | |
| 20-02-5760 | Water Maintenance | Regional System (Repairs) | 1,250,000 | |
| 20-02-8385 | Water Maintenance | Raw Water Barge Contingency Project (Cedar Park) | 125,000 | |
| 20-04-5650 | Non-Departmental | Contested Rate Case - Professional/Legal Fees | 100,000 | |
| | | | | |
| | | | | 1,475,000 |
| | | | | |