AGENDA
CITY COUNCIL MEETING
CITY OF LEANDER, TEXAS

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday - March 2, 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. Convene into Executive Session 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

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.
   - Women's History Month (March)
   - CAPCOG Flood Awareness Week (March 14-18)

8. Staff Reports
   - Public Works Update

CONSENT AGENDA: ACTION

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. Conduct a Public Hearing 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.

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

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.

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

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.

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.

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.]*

20. Council Member Closing Statements.

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

22. 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 24 day of February, 2023 by 5:00 p.m. pursuant to Chapter 551 of the Texas Government Code.

Dara Crabtree

Dara Crabtree, City Secretary, TRMC

AGENDA ITEM # 9

EXECUTIVE SUMMARY
03/02/2023

AGENDA SUBJECT:

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

BACKGROUND:

Attached are the minutes for meeting held on February 16, 2023.

PRESENTER:

Dara Crabtree, City Secretary

Attachments

1. Draft Minutes

MINUTES
CITY COUNCIL MEETING
CITY OF LEANDER, TEXAS

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday - February 16, 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 p.m.

2. Roll Call reflected all present.

3. Convene into Executive Session at 6:03 p.m. pursuant to Section 551.087, Texas Government Code Deliberate the purchase, exchange, lease, or value of real property and deliberate proposed economic development incentives for one or more business prospects that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body is conducting economic development negotiations related to the following project(s): Project Cutting Edge.

   Reconvene into open session at 6:11 to take action as deemed appropriate in the City Council's discretion regarding Project Cutting Edge, including approving an Addendum to the 380 Agreement for said project.

   Motion by Mayor Pro Tem Na'Cole Thompson, Seconded by Councilmember Becki Ross to approve an addendum to Chapter 380 Agreement with Project Cutting Edge terminating the 380 Agreement.

   Vote: 7 - 0

   Briefing workshop adjourned at 6:11 p.m.

REGULAR MEETING – CONVENE AT 7:00 PM

4. Opened meeting at 7:01 p.m., Invocation was provided by Bishop Mark Brown and Mayor Christine led the Pledges of Allegiance.

5. Roll Call reflected all present.

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

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

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

Fred Summers, 2018 Eagles Way - commented on God, how we think; and we do things because that is how it has always been done that way.

7. Recognitions/Proclamations/Visitors.
   - Week of the Young Child (April 1 - 7)

CONSENT AGENDA: ACTION

Mayor Christine stated Item 12 had been pulled from the agenda and will be placed on a future agenda.

Motion by Councilmember Esme Mattke Longoria, Seconded by Councilmember Becki Ross to approve consent agenda items 8 through 11 and 13 through 19.

Vote: 7 - 0

8. Approval of the minutes for meetings held on January 27, 2023, February 2, 2023, and February 7, 2023.

9. A resolution of support for Williamson County to seek U.S. Department of Transportation (USDOT) Rebuilding American Infrastructure with Sustainability and Equity (RAISE) discretionary grant program funding for the Ranch to Market Road (RM) 2243 People-to-Jobs Connector Project.

10. Acceptance of the Quarterly Investment Report for the period ending December 31, 2022.

11. Approval of renewal of the first amended and restated Emergency Service Organizations Agreement with Williamson County to provide funding to the City of Leander for providing select emergency services to residents of the City; and authorize the City Manager to execute any and all necessary documents.

12. Approval of purchase of one (1) 230-kilowatt generator for the Leander Police Station located at 705 Leander Drive, Leander, Texas, from Loftin utilizing Turnkey BuyBoad contract 657-21 in the amount of $229,098.00; and authorize the City Manager to execute any and all necessary documents.

13. Approval of the Transmission Line Contribution Agreement between Northline Leander Development Company, LP ("NLDC") and the City of Leander for NLDC's participation in the cost of the reclaimed water service to the Northline PUD, in the amount of $250,000.00; and authorize the City Manager to execute any and all necessary documents.

14. Approval of Development Agreement Case DA-22-0031 regarding the Lenox Hill Townhouses Development Agreement on one (1) parcel of land approximately 16.427 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R514458; and commonly known as 14661 Ronald W. Reagan Boulevard, Leander, Williamson County, Texas.

15. Approval of rescheduling the 2nd Reading of an Ordinance to March 16, 2023, relating to 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.

16. Approval of Change Order No. 3 to the contract with Tyler Technologies for EnerGov permitting software, aka Development Hub, providing for additional users in the amount of $2,088.00 for a new contract total of $191,253.00; and authorize the City Manager to negotiate and execute any and all necessary documents.

17. Approval of the extension of the application expiration for Subdivision Case SFP-21-0006, B Twisted short form final plat, more particularly described by Williamson Central Appraisal District Parcel R605507, generally located approximately three thousand (3,000') feet to the west of intersection of Bagdad Road and County Road 281, on the south side of County Road 281, Leander, Williamson County, Texas.

18. Approval of the extension of the application expiration for Subdivision Case PP-21-0007 Hawkes Landing North Phase 1 preliminary plat; more particularly described by Williamson Central Appraisal District Parcel R616492; generally located to the west of the intersection Bagdad Road and Halsey Drive, Leander, Williamson County, Texas.

19. Approval of a Second Reading of an Ordinance 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 district of GC-2-A (General Commercial) and Subdivision Case CP-22-0010 to adopt the Winding Oak Concept Plan, and approval of Development Agreement Case DA-22-0017 on one (1) parcel of land approximately 4.6 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R432300; and commonly known as 100 Winding Oak Drive, Williamson County, Texas.

PUBLIC HEARING: ACTION

20. Mayor Christine opened a Public Hearing at 7:15 p.m. regarding Subdivision Case CP-22-0011 to adopt the Harmony Public School Concept Plan and Subdivision Case 22-PP-0013 to adopt the Harmony Public School Preliminary Plat on eight (8) parcels of land approximately 27.99 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R031594, R031591, R031590, R031592, R508114, R508113, R508115, and R031595; generally located on the north side of Hero Way between 183A Toll Road and Ronald W. Reagan Boulevard, Leander, Williamson County, Texas. No one spoke in favor or opposition of the request. The Public Hearing closed at 7:15 p.m.

- Discuss and consider action regarding Subdivision Case CP-22-0011 and 22-PP-0013 as described above.

Motion by Councilmember Kathryn Pantalion-Parker, Seconded by Councilmember Esme Mattke Longoria to approve Subdivision Case CP-22-0011 to adopt the Harmony Public School Concept Plan and Subdivision Case 22-PP-0013 to adopt the Harmony Public School Preliminary Plat on eight (8) parcels of land approximately 27.99 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R031594, R031591, R031590, R031592, R508114, R508113, R508115, and R031595; generally located on the north side of Hero Way between 183A Toll Road and Ronald W. Reagan Boulevard, Leander, Williamson County, Texas.

Vote: 7 - 0

REGULAR AGENDA

21. Received presentation and accept the Annual Financial Report for fiscal year ending September 30, 2022, from external auditor, Patillo Brown and Hill, LLP.

22. Discuss and consider action on a Resolution supporting the authorization of new or amended agreements to provide for the disposal of brush debris under declaration of local disaster Ordinance No. 23-011-00 approved by the City Council on February 7, 2023.

    Motion by Mayor Christine DeLisle, Seconded by Councilmember Chris Czernek to authorize the expenditure of funds if that expenditure will decrease the City's reserve fund balance below twenty-five (25%) percent, following a discussion.

    Vote: 7 - 0

    Motion by Councilmember Chris Czernek, Seconded by Councilmember Becki Ross to approve a Resolution supporting the authorization of new or amended agreements to provide for the disposal of brush debris under declaration of local disaster Ordinance No. 23-011-00 approved by the City Council on February 7, 2023.

    Vote: 7 - 0

23. Discuss and consider action on an Ordinance No. 22-074-00 regarding conditions under which building permits may be issued before the completion and acceptance of subdivision infrastructure for a temporary period of time to address the effects of the supply chain issues associated with power supply, and to provide for related matters, Leander, Williamson & Travis Counties, Texas.

    Following a discussion, Ordinance No. 22-074-00 is to remain in place with a review in six (6) months. No action was taken.

24. Discuss and consider ratifying the City Manager's appointment of Randall Malik as Economic Development Director.

    Motion by Mayor Christine DeLisle, Seconded by Councilmember Esme Mattke Longoria to ratify the City Manager's appointment of Randall Malik as Economic Development Director.

    Vote: 7 - 0

25. Discuss and consider action on a Resolution authorizing an Interlocal Agreement for Fire Protection and Emergency Services between the City of Leander, Texas and Williamson County Emergency Services District No. 9.

Motion by Councilmember Kathryn Pantalion-Parker, Seconded by Councilmember David McDonald to approve a Resolution authorizing an Interlocal Agreement for Fire Protection and Emergency Services between the City of Leander, Texas and Williamson County Emergency Services District No. 9.

Vote: 7 - 0

26. Discussed the Comprehensive Plan Implementation Schedule, Leander, Williamson & Travis Counties, Texas including schedule for each department; and ordinances needing amendments.

27. Discussed the recommendations from BerryDunn on the review of the City's development process including development services analysis; findings; concerns addressed or pending completion.

28. Council Member Future Agenda Items *[Any deliberation of or decision about the subject of the inquiry shall be limited to a proposal to place the subject on the agenda for a subsequent meeting.]* None

29. Council Member Closing Statements.

Kathryn Pantalion-Parker - wished everyone a Happy President's Day on Monday.

Chris Czernek - commented on how sometimes things feel heavy; encouraged a major breakthrough happens after feeling heavy; and thanked everyone for participating in the cleanup.

Christine DeLisle - stated tonight's dinner came from Mouton's Bistro; reminded everyone to shop locally; thanked staff for all their efforts with debris drop-off on Saturday; and thanked Councilmember Ross for King Cake and beads for Mardi Gras.

30. Adjourned at 8:12 p.m.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY SECRETARY

AGENDA ITEM # 10

EXECUTIVE SUMMARY
03/02/2023

AGENDA SUBJECT:

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.

BACKGROUND:

The San Gabriel Elevated Storage Tank is a key project to help further develop the City's water system in providing redundant water supply to portions of the City, serving as elevated water storage for the1127 pressure plane, and as a suction tank for the San Gabriel East Pump Station. This tank is identified in the Leander Water Master Plan.

Bids for this project were received on January 26, 2023, with two (2) bids received. The lowest qualified bid is from CC Carlton Industries, Ltd., in the amount of $8,281,007.50. CC Carlton Industries, Ltd. has many years of successful service in commercial construction and is deemed highly qualified for this project. City staff recommends awarding the construction contract agreement to CC Carlton Industries, Ltd., in the amount of $8,281,007.50.

HISTORY/TIMELINE:

08/06/2020 – Council approval of K. Friese + Associates for professional services of 24-inch water line project
12/01/2021 – Completion of the 24-inch diameter water transmission main extension project

RECOMMENDATION:

Staff recommends approval of construction contract agreement, for CIP project W.41, in the amount of $8,281,007.50 to CC Carlton Industries, Ltd., and authorize the City Manager to execute any and all necessary documents.

PRESENTER:

Russell Alabastro, CIP Project Manager

Fiscal Impact

Amount requested:	$8,281,007.50
Approved in current budget (Yes / No):	Yes
Expenditure (New / Amended):	New
Recurring or one-time:	One-Time
Fund source (Operating / Utility / etc.):	Water Imp Fees 25-31-8638

Attachments

1. Contract Agreement
2. Proposal
3. Award Recommendation

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **CITY OF LEANDER, a Texas Municipal Corporation** ("Owner") and **CC CARLTON INDUSTRIES, LTD.** ("Contractor").

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

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: **Improvements including, but not limited to, installation of a new 1.25 million gallon composite elevated storage tank, and associated piping, foundations, electrical, drainage improvements, retaining walls, site work, fencing, paving, and site restoration work for a complete and operational water storage tank.**

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **21-CIP-005: SAN GABRIEL ELEVATED STORAGE TANK.**

ARTICLE 3—ENGINEER

3.01 The Owner has retained **K.Friese + Associates.** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by **K.Friese + Associates.**

ARTICLE 4—CONTRACT TIMES

4.01 *Time is 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.

4.03 *Contract Times: Days*

A. The Work will be substantially complete within **[450]** calendar days after the date of Commencement of Contract Times as provided in Paragraph 4.01.A of the Standard General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the Standard General Conditions within **[480]** calendar days after the date of Commencement of Contract Times.

4.05 *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 and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also

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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):

1. *Substantial Completion:* Contractor shall pay Owner **$1,000.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.

2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **$1,000.00** for each day that expires after such time until the Work is completed and ready for final payment.

3. *Milestones:* Contractor shall pay Owner **$1,000.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in the agreed to schedule for achievement of the following Milestones:

   a. submittal, approval, and ordering of long lead items (provided submittal review and approval is timely)

   b. or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.05.A.1 will apply, rather than the Milestone rate.

4. Liquidated damages for failing to timely attain Substantial Completion, and final completion are not additive, and will not be imposed concurrently.

B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.06 *Special Damages*

A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.03 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.03 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

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ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item) as stated in Contractor's Bid.

Item No.	Spec Number	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	13210	Elevated Storage Tank, 1.25 MG Capacity, Foundation, Concrete Pedestal, and Steel Tank, including any required items not listed in other bid items for this Section, per Lump Sum	LS	1	$ 5,380,000.00	$ 5,380,000.00
2	13210	Elevated Storage Tank Grading, per Lump Sum	LS	1	$ 25,000.00	$ 25,000.00
3	13210 / 9900	Interior Paint Systems, per Lump Sum	LS	1	$ 172,500.00	$ 172,500.00
4	13210 / 9900	Exterior Paint Systems (OD-01), per Lump Sum	LS	1	$ 172,500.00	$ 172,500.00
5	13210 / 9900	Logo Painting, per Lump Sum	LS	1	$ 28,750.00	$ 28,750.00
6	13210	Inlet and Outlet Piping and Valves	LS	1	$ 747,500.00	$ 747,500.00
7	13210	Overflow Piping and Flap Valve, per Lump Sum	LS	1	$ 78,200.00	$ 78,200.00
8	13210	Cleaning and Disinfection, per Lump Sum	LS	1	$ 86,250.00	$ 86,250.00
9	13210	Concrete Splash Pad, Including Excavation , Compaction, Reinforcing Steel, Formwork, and Rock Riprap, per Lump Sum	LS	1	$ 3,500.00	$ 3,500.00
10	13210	Void Mitigation (only to be used for shallow foundation designs, per Cubic Yard	CY	1000	$ 285.00	$ 285,000.00
11	2803	Traffic Control, per Lump Sum	LS	1	$ 23,000.00	$ 23,000.00
12	2210	Flexible Base Complete and in Place, per Cubic Yard	CY	16	$ 150.00	$ 2,400.00
13	2211	Type D Hot Mix Asphaltic Concrete Pavement Complete and in Place, 1.5 Inches, per Square Yard	SY	60	$ 250.00	$ 15,000.00
14	11100	Reinforced Ribbon Curb per Linear Foot	LF	80	$ 40.00	$ 3,200.00

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15	11100	Concrete Sidewalk, Complete, in place per Square Foot	SF	70	$ 20.00	$ 1,400.00
16	11100	Retaining Wall (MSE), Concrete Rip Rap (6"), Concrete Mow Strip (4"), Pipe Underdrains (TY 6)(6"), Complete, in place per Square Foot	SF	1,970	$ 135.00	$ 265,950.00
17	11100	8-Foot Tall Wrought Iron Fence, Complete, in Place per Linear Foot	LF	250	$ 245.00	$ 61,250.00
18	11100	8-Foot Tall Stone Fence, Complete, in Place per Linear Foot	LF	190	$ 379.50	$ 72,105.00
19	11100	Personnel Gate, 3-foot, complete, in place, per Each	EA	1	$ 1,725.00	$ 1,725.00
20	02227	Trench Safety Systems, per Linear Foot	LF	107	$ 11.50	$ 1,230.50
21	02501	Connection to Existing 36" Waterline, per Each	EA	2	$ 16,100.00	$ 32,200.00
22	02501	Install 36-Inch Diameter Restrained Joint Class 250 Ductile Iron Water Main Including Thrust Blocking and Fittings, per Linear Foot	LF	107	$ 1,250.00	$ 133,750.00
23	02231	Embankment, Including furnishing embankment, hauling, placing, compacting, finishing, reworking, and disposal of waste material, per Cubic Yard	CY	4,050	$ 40.74	$ 164,997.00
24	16010	All Electrical Work and Modifications, Including Connection to Existing Electrical Service, Main Circuit Breaker and Surge Protection, Elevated Storage Tank, and Control Systems, and Other Work Described in the Division 16 Specifications, per Lump Sum	LS	1	$ 235,000.00	$ 235,000.00
25	02100	Clearing and Grubbing, Including the removal and disposal of all trees, stumps, brush, roots, shrubs, vegetation, logs, and rubbish, per Lump Sum	LS	1	$ 30,500.00	$ 30,500.00
26	02480	Restoration and Revegetation, including soil retention blankets, reseeding, and repair to existing pavement or curbs, per Lump Sum	LS	1	$ 7,500.00	$ 7,500.00

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27	01014	Erosion & Sedimentation Controls and Tree Protection, including Silt Fence, Rock Berm, and Stabilized Construction Entrances, Concrete Splash Pad, Including Excavation, Compaction, Reinforcing Steel, Formwork, and Rock Riprap, per Lump Sum	LS	1	$ 20,000.00	$ 20,000.00
28	01014	Maintenance of Erosion & Sedimentation Controls for Construction Access Road Installed by Others, Silt Fence (2000LF) and Rock Berm (20LF), per Month	MO	7	$ 1,500.00	$ 10,500.00
29	01011	Mobilization, per Lump Sum	LS	1	$ 220,100.00	$ 220,100.00
TOTAL – BASE BID (UTILIZING PRIMARY EXTERIOR PAINT SYSTEM)					**$**	**8,281,007.50**

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer and City Inspector.

B. Total of Lump Sum Amounts and Unit Price Work (subject to final Unit Price adjustment) $[**8,281,007.50**].

C. 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 15 of the General Conditions. Applications for Payment will be processed by Owner and Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **30th** day from Owner approval of Application for Payment of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions or, as may be provided elsewhere in the Contract.

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 Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

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a. **Ninety-Five (95)** percent of the value of the Work completed (with the balance being retainage).

b. **Eighty (80)** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **Ninety-Five (95)** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **Five (5)** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

A. All amounts not paid when due will bear interest at the rate of **4.25%** percent per annum.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

A. The Contract Documents consist of all of the following:

1. This Agreement.
2. Bonds:
   a. Performance bond (together with power of attorney).
   b. Payment bond (together with power of attorney).
3. Evidence of Insurance
4. City of Leander Standard Definitions, Terms and Conditions
5. Standard General Conditions. Edits highlighted.
6. Supplementary Conditions
7. Specifications as listed in the table of contents of the project manual (copy of list attached).
8. Drawings listed on the attached sheet index.
9. IFB Bid documents.
10. Addenda No. 1
11. Addenda No. 2
12. Addenda No. 3

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13. Addenda No. 4

14. Addenda No. 5

15. Form 01-339 Texas Sales and Use Tax Exemption Certification

16. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:

    a. Notice to Proceed.

    b. Work Change Directives.

    c. Change Orders.

    d. Field Orders.

    e. Project Schedule

    f. Warranty Bond, if any.

B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above) and the terms and conditions of the Contract Documents are incorporated by reference and made part of this Agreement.

C. There are no Contract Documents other than those listed above in this Article 7.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents, including Addenda.

2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

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6. Contractor has considered the information known to Contractor itself; 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 the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no 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.

8. 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.

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

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

11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *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 8.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything 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.

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8.03 *Standard General Conditions*

A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

B. Although drawn by Owner, both parties hereto expressly agree and assert that in the event of any dispute over its meaning or application, this Agreement shall be interpreted reasonably and fairly, and neither more strongly for nor against either party.

C. This Agreement is to be governed by and shall be construed in accordance with the laws of the State of Texas without regard to conflicts of law principles, thereof. Proper venue for any dispute or litigation shall be only in Williamson County, Texas.

D. This Agreement and all rights and obligations contained herein may not be assigned by Contractor without the prior written approval of the City. However, Contractor shall have the right to employ such assistance as may be required for the performance of the project, including the use of subcontractors, which employment shall not be deemed an assignment of the Contractors' rights and duties hereunder.

E. 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, Contractor represents that neither Contractor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Contractor (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms "boycotts Israel" and "boycott Israel" as used in this paragraph have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended.

F. 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, Contractor represents that Contractor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Contractor is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

G. Contractor 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,

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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).

H. Contractor 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.

I. Texas law requires that business entities, as defined in Texas Government Code, Section 2252.908, who contract with the City complete the on-line of Form 1295 "Certificate of Interested Parties" as promulgated by the Texas Ethics Commission (https://www.ethics.state.tx.us/filinginfo/1295/). Form 1295 is also required for any and all contract amendments, extensions or renewals. Prior to any payment to Contractor hereunder, Contractor shall provide proof of submission to the City Secretary that the appropriate Form 1295 documentation has been submitted.

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on **[March 2, 2023]** (which is the Effective Date of the Contract).

Owner:

CITY OF LEANDER
(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: Richard B. Beverlin III
(typed or printed)

Title: City Manager
(typed or printed)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: Russell Alabastro
(typed or printed)

Title: CIP Project Manager
(typed or printed)

Address:

Pat Bryson Municipal Building
201 N. Brushy Street
Leander, TX 78641

Phone: (512) 528-2713

Email: ralabastro@leandertx.gov

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

Contractor:

CC Carlton Industries, Ltd.
(typed or printed name of organization)

By: Benjamin Lyon
(individual's signature)

Date: 2/21/23
(date signed)

Name: Benjamin Lyon
(typed or printed)

Title: CEO of CCCI
(typed or printed)

*(If **[Type of Entity]** is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: _____
(individual's signature)

Title: Est. Coordinator
(typed or printed)

Address for giving notices:

3102 Bee Caves Rd.
Ste 200
Austin, TX 78746

Designated Representative:

Name: Benjamin Lyon
(typed or printed)

Title: CEO of CCCI
(typed or printed)

Address:

3102 Bee Caves Rd.
Ste 200
Austin, TX 78746

Phone: (512) 476-4282 x 121

Email: BLyon@CCCarlton.Com

License No.: _____
(where applicable)

State: _____

EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).
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ADDENDUM NO. 5

Date: **January 17, 2023**

Project Name: **San Gabriel East EST**

This Addendum forms a part of Contract and clarifies, corrects or modifies original Bid Documents, dated November 2022. Acknowledge receipt of this addendum in space provided on bid form. Failure to do so may subject bidder to disqualification.

Revisions/Clarifications:

The bid opening has been postponed one week to January 26, 2023, at 2:00 PM. Bidders will not be penalized for turning in bids early.

A. Contract Documents and Technical Specifications

Invitation for Bid; Part II – Solicitation Schedule

Revise date for IFB Opened (last day to submit Responses) to January 26, 2023, at 2:00 pm.

B. Drawing Revisions

N/A

This addendum consists of 1 page(s).

STATE OF TEXAS
DALE P MURPHY
90614
LICENSED
PROFESSIONAL ENGINEER

1/17/23

Approved by ENGINEER/ARCHITECT

END OF ADDENDUM NO. 5

ADDENDUM NO. 4

Date: **January 17, 2023**

Project Name: **San Gabriel East EST**

This Addendum forms a part of Contract and clarifies, corrects or modifies original Bid Documents, dated November 2022. Acknowledge receipt of this addendum in space provided on bid form. Failure to do so may subject bidder to disqualification.

Revisions/Clarifications:

N/A

A. Contract Documents and Technical Specifications

Specification 09900
Delete Section 1.5.A
Replace all references in Section 2.1 from NACE "Profile C" to "Profile D"

B. Drawing Revisions

N/A

This addendum consists of 1 page(s).

STATE OF TEXAS
DALE P MURPHY
90614
LICENSED
PROFESSIONAL ENGINEER

1/17/23

Approved by ENGINEER/ARCHITECT

END OF ADDENDUM NO. 4

ADDENDUM NO. 3

Date: **January 13, 2023**

Project Name: **San Gabriel East EST**

This Addendum forms a part of Contract and clarifies, corrects or modifies original Bid Documents, dated November 2022. Acknowledge receipt of this addendum in space provided on bid form. Failure to do so may subject bidder to disqualification.

Revisions/Clarifications:

Question: Please confirm this project IS sales tax exempt and sales tax is NOT to be included in the bid prices.
Answer: Yes, the City of Leander is sale tax exempt.

Question: Can you confirm that the Owner has obtained the necessary approvals and permits required to start construction?
Answer: Yes, the necessary permits have been acquired for the project.

Question: Can you confirm that the Owner currently owns and/or otherwise possess all required easements or permissions to work on or access the property (or properties) where the work is to be performed? If not, can you provide information on the timing in which these easement or permissions will be obtained?
Answer: Yes, the City has acquired all right-of-way and temporary constructions easements needed to complete the project.

Question: What is the planned Notice to Proceed date for the project?
Answer: The contract award is anticipated to be completed in March 2023. The City and Contractor awarded the project will coordinate on a Notice to Proceed date that works for all parties, but mobilization is expected in late May at the earliest. The contract duration was extended to allow for initial project planning and mobilization.

Question: Please confirm work on Sunday will not be restricted
Answer: Work on Sundays may be allowed; however, approval from the City and Inspectors will be required at least four (4) days prior to the requested weekend work.

Question: 23. Should the Owner supplied Temporary Access Road within the future San Gabriel Parkway right-of-way be suitable for all construction traffic associated with the construction of the elevated tank, will the Contractor supplied access road from Ronald Reagan still be required to be installed as part of this Contract?
Answer: The proposed access road from Ronald Reagan is not required to be used by the Contractor. This access route is provided as an option to use in combination with the access from San Gabriel Pkwy.

Question: Drawing C9 Note 3. Has the Heritage Tree removal been approved by City Council.
Answer: Yes, this tree removal permit has been completed and accepted.

Question: Agreement Article 4, Item 4.05.A.3 – please confirm there are no Milestone dates (other than substantial and final completion) that are subject to liquidated damages.
Answer: The only project milestones are substantial and final completion.

Question: Section 09 90 00, page 23, Item 3.1 L. please confirm any Independent Coatings Inspection costs will be paid for by the Owner.
Answer: The inspection services and costs associated with Section 099000 have already been obtained by the City.

Question: Section 13210 Item 1.04.A.3 – the Contractor must submit at time of bid a proposed construction schedule and identify major milestones such as steel delivery and tank erection. Please confirm, since this schedule is pre award and preliminary at best, that the milestone dates (other than substantial and final completion) identified in this preliminary schedule are not subject to liquidated damages.
Answer: This is correct, no liquidated damages will be associated with these milestone dates. The dates are for reference and preliminary coordination planning only.

Question: Is a building permit required for the project or for just the elevated tank? If required, will the fees be waived, or can a fee schedule be provided so we can include the appropriate costs within our bid?
Answer: Permit costs are pass-thru costs. Site development permit is acquired. But any construction permits, such as signage, are the obligation of the Contractor.

Question: Section 01015 Item 1.02 – are there any size or weight restrictions when bringing cranes and deliveries to the BPS site?
Answer: The size of the cranes and deliveries through the pump station site shall be such that the City still has access to the pump station building. The maximum workspace is shown on the site plan.

Question: Section 01015 Item 1.02 – is the Pump Station site limited to only "passenger vehicles and cranes? Are we allowed to deliver and place materials through the overhead door?
Answer: The pump station site is limited to personal vehicles, cranes, and limited deliveries. Deliveries must be coordinated with the City ahead of time. The Pump Station itself is off-limits and no storage will be allowed there.

Question: Drawing C12 shows DI piping for the above grade piping up to the vertical risers where it transitions to stainless steel – can 10S 304L stainless steel be an acceptable alternative? Stainless steel has better availability/delivery.
Answer: Stainless steel in lieu of ductile iron pipe for the exposed piping is acceptable.

Question: Drawing C14 – the 2 existing waterlines are side by side but the tie in points have different pipe elevations. Can As Built drawings from the Pump Station contract be provided?
Answer: The waterlines in this area are on an 18% slope, which is the difference in the tie-in elevations. The as-built plans for these water lines are provided.

Question: What are the 2 below grade vaults located just inside the fence line at the northeast corner of the Pump Station site?
Answer: There are air release valves and chemical sampling/injection vaults on the existing waterlines in this area. These vaults cannot be damaged or removed during construction of the tank.

Question: Drawing C6 - What is the composition of the BPS parking lot so we can quantify a repair if necessary?
Answer: The existing driveway section matches the section shown on Sheet C17.

Question: Section 01015 Item 1.02 – is the Pump Station site limited to only "passenger vehicles and cranes? Are we allowed to setup a concrete pump and have ready mix delivered at the 75' x 45' available area?
Answer: The pump station site is limited to personal vehicles, cranes, and limited deliveries. Concrete deliveries are not allowed through the pump station driveway and must use the access roads from either Ronald Reagan Blvd. or San Gabriel Pkwy.

Question: Drawing C6 - Access Note 6 and Section 01015 Item 1.02 can more detail be provided to describe "limited crane deliveries and setups"?
Answer: The intention is to minimize construction traffic through the adjacent neighborhood and down the narrow pump station driveway. The space provided on the pump station site is intended for crane setups that will be in that location for extended periods of time.

Question: When will the future West retaining wall on the northwest side of the site be constructed?
Answer: The West retaining wall will be constructed with the adjacent San Gabriel Pkwy. roadway project. The timing and phasing of this project will be coordinated throughout construction; however, it is the intention that the San Gabriel access road will be available throughout the entirety of the project.

Question: Drawing C9 – can the location of the trees to be replaced be provided?
Answer: No replacement trees are included in this project. The City paid for mitigation for the tree removals. If a Contractor does damage to or removes a tree which was not permitted, there are penalties to pay based upon City ordinance.

Question: If the Contract still requires the Contractor supplied access road from Ronald Reagan: Drawing C6 Access Notes 3 says "following the completion of construction the Contractor is responsible for re-grading the access road from Ronald Reagan to pre-construction conditions" – does this mean we are to replant any tress removed as part of any Tank Contractor installed access road?
Answer: The access road from Ronald Reagan is not required but is provided as a 2nd option. If trees need to be removed for the construction of this access road, the Contractor must notify the City and receive approval prior to removing any trees.

Question: Our proposed temporary work area on site will need to be at or near elevation 964 +/-, please confirm the Contractor responsible for the Temporary Access Road through the San Gabriel Parkway ROW will be required to coordinate with the Tank Contractor to ensure usable and functionable access to our proposed work area
Answer: The City is solely providing an alternative access route to the project work area. It is the responsibility of the Contractor to determine how or if they will use it. Any site work beyond the access road project needed to prepare the workspace for construction should be included in the bid.

Question: Drawing C6 identifies a Temporary Access Road by Others within the future San Gabriel Parkway. However, there are no details on this road. Without details of the proposed Access Road, we are unable to confirm if this road will be suitable for construction access. Can the following information be provided on this proposed access road: - Cross section showing details of subgrade preparation, width and proposed depth and type of granulars. - Can a road plan and profile be provided - Can a road grading plan be provided - Can cross sections of the road be provided that identify drainage provisions - Will the Owner install and maintain any erosion control measures associated with the access road construction - Does the road remain in place after construction for removal by others as part of the future Parkway Construction
Answer: The City is solely providing an alternative access route to the project work area. It is the responsibility of the Contractor to determine how or if they will use it. Any site work beyond the access road project needed to prepare the workspace for construction should be included in the bid. Erosion control measures will be installed by temporary access road project. Addendum #2 calls for the EST Contractor to provide a line-item cost to maintain the erosion control measures for a period, then afterwards the road construction project will assume erosion control maintenance of these same measures. Temporary access road final grading and final conditions will be handled by the road construction project

Question: To accurately quantify the costs for the earthwork, please provide the CAD drawing for sheet C8?
Answer: CAD files for existing and proposed contours have been provided for Contractor's use in preparing bids.

Question: Section 09900, page 26, Items 3.3.A. and 3.4.C - The means of abrasive blast cleaning utilizing a vacuum blast assembly is not typical of new Composite Tank construction and not a requirement since containment has been specified for this project. Please confirm the use of a vacuum blast assembly is at the discretion of the Contractor.
Answer: Yes, the use of a vacuum blast assembly is at the discretion of the Contractor; however, the contractor must use the required containment for alternative "open blasting" process.

Question: Electrical Specification 16900 Section 1.02 references Scada System 16904; however, this spec section was not provided. Can you please provide this spec section?
Answer: Specification 16904 is not required for this project; this reference can be disregarded.

Question: Section 13210 Item 2.01.B.7 lists a minimum 40 ft diameter for the support pedestal, (note: previous bid specified 40' +/- 2') However Drawing C13 lists a minimum 34 ft pedestal diameter which is suitable to house the mechanical as shown and meets the required minimums for the named tank manufacturers. A larger pedestal diameter is unnecessary and adds unnecessary costs. Please confirm the pedestal minimum diameter as 34 ft.
Answer: The minimum inside diameter has been changed to 37-ft minimum. See changes to Section 13210 in this addendum.

Question: IFB, page 9 of 10, Part IV Response Requirements states "In addition to one original and two copies the Respondent shall submit one flash drive containing a copy of Respondent's submission". This was not a requirement of the Original Bid and it is difficult to provide a flash drive at time of bid due to receiving last minute subcontractor and supplier pricing. Please confirm the requirement to provide a flash drive is a post bid submission.
Answer: Flash drives can be submitted with the Respondent's submission, but we understand last minute pricing may be difficult to include in the submission. In order to help alleviate potential errors, flash drives must be submitted before the close of the 2nd business day after the close of bid date. This can be hand delivered or sent via carrier.

Question: IFB, Part III – Specifications, Page 9 of 10, No. 6 – Delivery and post Construction states Respondent shall include a sample Project Close-Out and Warranty Program information with bid response. Please confirm this can be submitted post-bid.
Answer: This requirement is removed, and this information can be provided with the project submittals.

Question: Bid Sheet Attachment C1 - the 2nd page of C1 says "the person who signs this cover sheet must ……." – There is no place on this page or on Page 1 of C1 to sign. Please confirm we can ignore the 2nd page of C1.
Answer: See revised Bid Sheet Attachment C1 included with this addendum.

A. Contract Documents and Technical Specifications

Specification 13210

Delete Section 2.01 (B) (7) and replace with the following:

7. Support Wall Diameter 37.00 feet minimum*

*Any changes from the tank dimensions and layouts shown on the plans shall be at no additional cost to the Owner. Changes include, but are not limited to, site work and inlet/outlet piping.

B. Drawing Revisions

N/A

This addendum consists of **6** page(s).

STATE OF TEXAS
DALE P MURPHY
90614
LICENSED
PROFESSIONAL ENGINEER

1/13/23

Approved by ENGINEER/ARCHITECT

END OF ADDENDUM NO. 3

ADDENDUM NO. 2

Date: **January 11, 2023**

Project Name: **San Gabriel East EST**

This Addendum forms a part of Contract and clarifies, corrects or modifies original Bid Documents, dated November 2022. Acknowledge receipt of this addendum in space provided on bid form. Failure to do so may subject bidder to disqualification.

Revisions/Clarifications:

Question: Section 16951 TESTING INSTRUMENTATION AND CONTROLS is included with 2 different versions. Which one is the correct one?
Answer: The Technical Specifications have been revised and are attached in this addendum to remove the duplicate Section 16951.

Question: Will bids from general contractors (not elevated tank contractors) be permissible given more than 50% of the contract price will be put into the elevated tank/pedestal
Answer: Bids will be accepted from General Contractors who are not listed as an approved Elevated Storage Tank Constructors/Manufacturers listed in Section 13210. However, the Elevated Storage Tank Constructors/Manufacturer performing the construction of the elevated storage tank must be listed on the Bid Form.

Question: Can we use our standard head range of 36.5 ft.? Section 13210-2.01B shows a 40 ft. (max) head range. Please confirm
Answer: The head range listed in Section 13210 is a maximum, so head ranges less than 40-ft are acceptable.

Question: DWG C13: Notes show 36-in. square hatch(es) on the tank roof. Can our standard 30-in. diameter roof hatches be used?
Answer: The hatches shall be 36-inch per the plans.

Question: Are there any AIS provisions, or just Buy American?
Answer: This project does not include any AIS or Buy American provisions.

Question: Can prevailing wage determinations be provided?
Answer: See Section 00800 Supplementary Conditions for the prevailing wage rates.

Question: Is concrete testing associated with the support pedestal to be paid by the Owner?
Answer: Initial concrete testing will be performed by Boswell & Reyes. Additional testing for failed tests will be at the Contractor's expense.

Question: What inspections specifically will be provided by Boswell & Reyes?
Answer: Inspection and testing by Boswell & Reyes may include items such as observing and testing the compaction of the fill materials, performing concrete and HMAC testing, observing welding and performing welding inspections, and observing interior and exterior painting and performing paint testing. Other inspections will be coordinated between Engineer, Owner, and Boswell & Reyes.

Question: Who is the City's preferred SCADA contractor, and will the City be providing their services?
Answer: The City's SCADA contractor is CPUSA. The bidders must include the cost for their scope of work and the cost for any equipment in the Base Bid.

A. Contract Documents and Technical Specifications

Revised Technical Specifications attached
Deleted duplicate Section 16951

Section 00410 – Delete in its entirety and replace with the attached.

Specification 01014 – Delete Section 4.01 in its entirety and replace with the following:

4.01 GENERAL

A. Erosion & Sedimentation Controls and Tree Protection, including Silt Fence, Rock Berm, and Stabilized Construction Entrances, per Lump Sum.
B. Maintenance of Erosion & Sedimentation Controls for Construction Access Road Installed by Others, Silt Fence (2000 LF) and Rock Berm (20 LF), per Month.

Specification 16010 – Delete Section 1.01 (B) in its entirety and replace with the following:

B. Note that the items associated with the SCADA system shall be furnished by the City of Leander's SCADA Contractor (CPUSA) and is to be included in the Base Bid. These items include the RTU including all items shown on Sheets E-5 and E-6, and the level transmitter.

B. Drawing Revisions

N/A

This addendum consists of **297** page(s).

STATE OF TEXAS
DALE P MURPHY
90614
LICENSED
PROFESSIONAL ENGINEER

1/11/23

Approved by ENGINEER/ARCHITECT

END OF ADDENDUM NO. 2

ADDENDUM NO. 1

Date: **December 2, 2022**

Project Name: **San Gabriel East EST**

This Addendum forms a part of Contract and clarifies, corrects or modifies original Bid Documents, dated November 2022. Acknowledge receipt of this addendum in space provided on bid form. Failure to do so may subject bidder to disqualification.

Revisions/Clarifications:

N/A

A. Contract Documents and Technical Specifications

N/A

B. Drawing Revisions

Complete project plan set is attached.

This addendum consists of **35** page(s).

STATE OF TEXAS
DALE P MURPHY
90614
LICENSED
PROFESSIONAL ENGINEER

12/2/22

Approved by ENGINEER/ARCHITECT

END OF ADDENDUM NO. 1

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

Solicitation #S22-028B

INVITATION FOR REBID
CONSTRUCTION SERVICES FOR SAN GABRIEL EAST ELEVATED STORAGE TANK

21-CIP-005

Responses Due: January 19, 2023 at 2:00 PM.

City of Leander

INVITATION FOR REBID
CONSTRUCTION SERVICES FOR SAN GABRIEL EAST ELEVATED STORAGE TANK

PART I

GENERAL

1. **PURPOSE**: The City of Leander, herein after "City", seeks to enter into an agreement with a qualified Individual, Firm or Corporation, herein after "Respondent", to provide construction services for the delivery of the San Gabriel East Elevated Storage Tank.

2. **BACKGROUND NARRATIVE:** The Work consists of the necessary labor, materials, equipment and supervision to construct a new 1.25 million-gallon composite elevated storage tank (EST), site improvements, retaining wall, site grading, paving, fencing and 24- and 36-inch water mains, including associated appurtenances, valves, and connections to existing water mains for a complete and operational domestic water storage tank system.

3. **PROJECT ARCHITECT & PLANS**: The design and construction management services for the Project are being provided by Greg Blackburn from K Friese + Associates, 1120 S. Capital of Texas Highway, Building 2, Suite 100, Austin, Texas 78746.

4. **DEFINITIONS, TERMS AND CONDITIONS**: By submitting a response to this solicitation, the Respondent agrees that the City's standard Definitions, Terms and Conditions, in effect at the time of release of the solicitation, shall govern but shall be superseded by those terms and conditions specifically provided for otherwise within this solicitation, in a separate agreement or on the face of a purchase order. The City's Definitions, Terms and Conditions are herein made a part of this solicitation and can be found on the City's website by visiting: https://www.leandertx.gov/finance/page/purchasing.

   4.1. Any exception to or additional terms and conditions attached to the response will not be considered unless respondent specifically references them on the front of the Solicitation Document. WARNING: Exception to or additional terms and conditions may result in disqualification of the response.

5. **ATTACHMENTS**: Attachments A through G are herein made a part of this agreement:

   5.1. Attachment A – Reference Form
   5.2. Attachment B – San Gabriel East Technical Specifications
   5.3. Attachment C – Bid Form
   5.4. Attachment C.1 – Bid Sheet
   5.5. Attachment D – Standard General Conditions
   5.6. Attachment E- Bond Examples
   5.7. Attachment F- Contract Agreement Example
   5.8. Attachment G – CIQ Form
   5.9. Attachment H- Bid Package TOC
   5.10. Attachment I – City Standard Definitions, Terms and Conditions

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

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

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

7. **RESPONDENT REQUIREMENTS**: The opening of a solicitation shall not be construed as the City's acceptance of such as qualified and responsive.

   7.1. Respondents shall be firms, corporations, individuals or partnerships normally engaged in construction services in the State of Texas;

   7.2. Respondents shall maintain staffing levels to provide prompt, efficient service to the City.

8. **AGREEMENT TERM**: The terms of the awarded agreement shall include but not be limited to the following:

   8.1. The term "agreement" shall mean the executed contract awarded as a result of this solicitation and all exhibits thereto. At a minimum, the following documents will be incorporated into the agreement:

   8.1.1. Solicitation document, attachments and exhibits;

   8.1.2. Solicitation addendums, if applicable;

   8.1.3. City's Definitions, Terms and Conditions;

   8.1.4. Successful Respondent's submission.

   8.2. The initial term of the resulting agreement shall be determined by the proposed and agreed upon Project timeline.

   8.3. If the Respondent fails to perform its duties in a reasonable and competent manner, the City shall give written notice to the Respondent of the deficiencies and the successful Respondent shall have thirty (30) days to correct such deficiencies. If the Respondent fails to correct the deficiencies within the thirty (30) days, the City may terminate the agreement by giving the Respondent written notice of termination and the reason for the termination.

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

   8.5. If the agreement is terminated, for any reason, respondent shall turn over all material, records and deliverables created to date within fifteen (15) working days after completion of duties through the termination date.

9. **BID SECURITY:** Bids must be accompanied by a bid bond with Power of Attorney attached or cashiers check of five percent (5%) of the total amount bid (sum of all bid items) made payable to the City of Leander.

9.1. A Bid must be accompanied by Bid security made payable to Owner in an amount of five percent (5%) of Bidder's maximum Bid price and in the form of a certified check or bank money order or a Bid bond (on the form attached) issued by a surety meeting the requirements of Paragraph 6.01 of the Standard General Conditions.

9.2. The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.

9.3. Bid security of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

10. **AWARD**: The City reserves the right to enter into an Agreement or a Purchase Order with a single award, split awards, non-award, or use any combination that best serves the interest and at the sole discretion of the City. Award announcement will be made upon City Council approval of staff recommendation and executed agreement. Award announcement will appear on the City's website at **https://bids.leandertx.gov/**.

10.1. The City reserves the right to reject any or all responses, or delete any portion of the response, or to accept any response deemed most advantageous, or to waive any irregularities or informalities in the response received that best serves the interest and at the sole discretion of the City.

10.2. Chapter 176, Texas Local Government Code requires that disclosures of certain relationships be made in relation to certain contracts with the City. Local government officers are the members of the City Council, the City Manager, and other City employees or agents who exercise discretion in planning, recommending, selecting and contracting of a vendor. Please contact the City Secretary for a list of City employees and agents who may qualify as local government officers. Click here **Chapter 176, Texas Local Government Code**, to review this requirement.

10.3. A completed CIQ Form, herein Attachment G, is required with each response.

10.4. Once a selection is made and the City has the intent to award, the successful respondent will be required to submit Form 1295 to the State of Texas electronically prior to executing the agreement or purchase order.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

11. **PROMPT PAYMENT POLICY**: Payments will be made in accordance with the Texas Prompt Payment Law, Texas Government Code, Subtitle F, Chapter 2251. The City will pay Vendor within thirty days after the acceptance of the supplies, materials, equipment, or the day on which the performance of services was completed or the day, on which the City receives a correct invoice for the supplies, materials, equipment or services, whichever is later. The Vendor may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply to payments made by the City in the event:

11.1. There is a bona fide dispute between the City and Vendor concerning the supplies, materials, services or equipment delivered or the services performed that causes the payment to be late; or

11.2. The terms of a federal agreement, grant, regulation, or statute prevent the City from making a timely payment with Federal Funds; or

11.3. There is a bona fide dispute between the Vendor and a subcontractor or between a subcontractor and its suppliers concerning supplies, material, or equipment delivered or the services performed which caused the payment to be late; or

11.4. The invoice is not mailed to the City in strict accordance with instructions, if any, on the purchase order or agreement or other such contractual agreement.

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

PART II

SCHEDULE

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

Event	Event Date*
IFB Released	November 17, 2022
MANDATORY pre-solicitation meeting	December 7,2022 @ 2:00pm
Deadline for Vendor Questions Submitted to the City of Leander	January 6, 2023 5:00pm CST
Questions and Answers to be posted on the City of Leander website on or before	January 13, 2023
IFB Opened (last day to submit Responses)	January 19,2023 at 2:00pm
Contract Award Target	No later than March 2023
Oral Presentation (if necessary)	TBD
Services to begin upon execution of contract	

Respondents may be required to make an oral presentation to the selection team to further present their qualifications. These presentations will provide the Respondent the opportunity to ensure a mutual understanding of the services to be provided and the approach to be used.

All questions regarding the solicitation shall be submitted through the website at https://bids.leandertx.gov by 5:00 PM CST on the due date noted above. A copy of all the questions submitted and the City's response to the questions shall be posted on our webpage at: **https://bids.leandertx.gov/**.

The City reserves the right to modify these dates. Notice of date change will be posted to the City's website.

2. **MANDATORY PRE-SOLICITATION MEETING:** A **MANDATORY** pre-solicitation meeting will be held to fully acquaint Respondents with the unique needs of the City. The pre-solicitation meeting will be conducted on:

   DEC.7TH @ 2:00 PM CST
   San Gabriel East Pump Station
   1014 Azul Lagoon Drive
   Leander, TX 78641

   2.1. The City considers this pre-solicitation meeting **mandatory**.

   2.2. It is the responsibility of the Respondent to be familiar with the specifications herein and to ask any relevant questions they may have concerning this solicitation.

   2.3. A site visit shall be conducted directly after the meeting. Respondent shall be responsible for obtaining any and all project measurements for material requirements and costing.

   2.4. **Vendor attendance will be documented at the pre-solicitation meeting. Any respondent that submits a response that does not attend the meeting will be disqualified.**

3. **SOLICITATION UPDATES**: Respondents shall be responsible for monitoring the City's website at **https://bids.leandertx.gov/** for any updates pertaining to the solicitation described herein. Various

Updates may include addendums, cancelations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.

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

Mailed or Hand Deliver to:

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

Mail to:

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

4.1. E-mailed responses will not be accepted.

4.2. Responses received after this time and date shall not be considered.

5. **POST AWARD MEETING**: The City and Respondent shall have a post award meeting to discuss, but not be limited to the following:

5.1. Identify specific milestones, goals and strategies to meet objectives.

6. **COSTS INCURRED:** Respondent shall acknowledge that the issuance of a solicitation shall in no way obligate the City to award a contract or to pay any costs associated with the preparation of a response to said solicitation. The costs in developing and submitting proposals, preparing for and participating in oral presentations or any other similar expenses incurred by a Respondent are the sole responsibility of the Respondent and shall not be reimbursed by the City.

PART III

SPECIFICATIONS

1. **SCOPE:** Project Base Bid consists of the furnishing and constructing a new 1.25 million gallon composite elevated water storage tank (EST), with all associated piping, connections, valves, electrical services, connections, and controls, drainage improvements, retaining walls, site work and improvements, fencing, paving work and site restoration for a complete and operational water storage tank system.

2. **PROJECT MANAGEMENT**: Successful respondent shall provide construction services for the successful and on-time delivery of the 1.25M Gallon San Gabriel East Elevated Storage Tank.

2.1. Successful respondent shall provide designated Project Manager and Project Site Superintendent for duration of project. Said designees shall not be substituted or rotated off of the Project without express written approval of the change from City.

3. **PERFORMANCE AND PAYMENTS BONDS**: Successful respondent shall deliver to City both a Payment Bond and a Performance Bond no later than the 10th day after the agreement has been executed both for the Project price. Penal sums for both bonds shall each be equal to the agreed upon Project price.

3.1. All bonds and insurance required by the agreement shall be obtained from solvent surety or insurance companies that are duly licensed by the State of Texas and authorized to issue bonds or insurance policies for the limits and coverages required by the agreement. The bonds shall be in a form acceptable to the City and shall be issued by a surety which complies with the requirements of Art. 7.19-1, Texas Insurance Code (1997), Chapter 2253 of the Texas Government Code and which is otherwise acceptable to the City.

4. **INSURANCE**: Successful respondent shall provide all required insurance coverage, including Workman's Comp, Builder's Risk, Commercial General Liability, and Commercial Automobile Liability, per the City's limits and requirements. Proof of insurance coverage shall be provided no later than 10 days after the agreement has been executed for the Project price and prior to Notice to Proceed.

5. **BUILDER WARRANTY**: Successful respondent shall provide a one-year warranty for all labor and materials, Unless specified otherwise in the contract documents. Warranty documentation for all elements of the installation shall be provided upon project completion.

6. **DELIVERY AND POST CONSTRUCTION:** Successful respondent responsibilities include but are not limited to close-out document processes and a one-year completion walk-through to address warranty issues. Respondent shall include a sample Project Close-Out Checklist and warranty program information with bid response.

7. **LIQUIDATED DAMAGES:** Liquidated damages shall apply in the amount of one-thousand dollars ($1,000.00) per calendar day for each day past the agreed upon delivery date that the Project completion may be late. Delivery date and applicable liquidated damages fees shall be defined in the resulting construction contract.

8. **CHANGE ORDERS:** The City shall only be responsible for Change Orders above and beyond the Project price that have been signed by the City's Project Manager. Unsigned Change Orders shall not be paid.

9. **PROJECT TIMELINE:** Respondent shall provide estimated timeline for delivery of Project within the durations outlined below. The work will be substantially complete within 450 Calendar/Business days after the date when the contract times commence to run as provided in Paragraph 4.01 of General Conditions, and completed and ready for final payment in accordance with paragraph 15.06 of General Conditions within 480 days after the date when the contract times commence to run.

10. **PERMITTING FEES:** City's permitting fees shall be waived.

PART IV

RESPONSE REQUIREMENTS

The City of Leander makes no warranty that this checklist is a full comprehensive listing of every requirement specified in the solicitation. This list is only a tool to assist participating Respondents in compiling their final responses. Respondents are encouraged to carefully read the entire solicitation. The Respondent shall submit **one (1) original signed paper copy and Two (2) copies**, clearly identified as a "COPY" of its Response.

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

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

1. Responses shall be submitted on itemized, signed Bid Form provided herein as ATTACHMENT C. Failure to itemize or sign solicitation may result in disqualification. Submission of responses on forms other that the City's Bid Form Document may result in disqualification of the response.

   1.1. ALL FEES shall be included in price. No additional fees shall be permitted.

2. Respondent's Reference Sheet provided herein as Attachment A
3. Bid bond as per the example provided in Attachment C
4. CIQ Form provided herein as Attachment G

PART V

1. **CONFIDENTIALITY OF CONTENT:** All documents submitted in response to a solicitation shall be subject to the Texas Public Information Act. Following an award, responses are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Public Information Act. Pricing is not considered to be confidential under any circumstances.

   1.1 Information in a submittal that is legally protected as a trade secret or otherwise confidential must be clearly indicated with stamped, bold red letters stating "CONFIDENTIAL" on that section of the document. The City will not be responsible for any public disclosure of confidential information if it is not clearly marked as such.

   1.2 If a request is made under the Texas Public Information Act to inspect information designated as confidential, the Respondent shall, upon request from the City, furnish sufficient written reasons and information as to why the information should be protected from disclosure. The matter will then be presented to the Attorney General of Texas for final determination.

2. **ETHICS ORDINANCE AND DISCLOSURE STATEMENTS**: The City's Ethics Ordinance requires persons seeking to enter discretionary contracts with the City or appearing before the City Council or another City board or body to disclose certain conflicts of interest. The relevant sections of the Ethics Ordinance are set forth below. The Ethics Ordinance can be found in Article 9.05, Chapter 9 of the City's Code of Ordinances at the following link:
   http://z2codes.franklinlegal.net/franklin/Z2Browser2.html?showset=leanderset

Sec. 9.05.007 Persons doing business with the city

(a) Persons seeking discretionary contracts.

(1) For the purpose of assisting the city in the enforcement of provisions contained in this article, an individual or business entity seeking a discretionary contract from the city is required to disclose in connection with a proposal for a discretionary contract any conflict of interest. This is set forth in sections 9.05.004 and 9.05.005 of this article. Further, the individual or business entity agree to abide by the same ethical standards as set forth for public servants in this article.

(2) Subsection (a) of this section will become a permanent footnote on documents contained in city bid packets for discretionary contracts.

(b) Disclosure of conflicts of interest by persons appearing before a board or city body. A person appearing before any city board or other city body for the purpose of doing business with the city shall disclose to that board or body any facts known to such person which may show or establish that:

(1) An employee or officer of the city that advises or makes presentations to the board or city body; or

(2) Any member of the board or city body; has or may have a conflict of interest pursuant to chapter 171, Tex. Loc. Gov't. Code, or an interest which would violate the ethical standards set forth in this article, if he or she were to participate in the processing or consideration of the subject matter.

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

CITY OF LEANDER

Contract Documents and Technical Specifications For the:

SAN GABRIEL EAST ELEVATED STORAGE TANK

21-CIP-005

November 2022

K·FRIESE + ASSOCIATES
PUBLIC PROJECT ENGINEERING

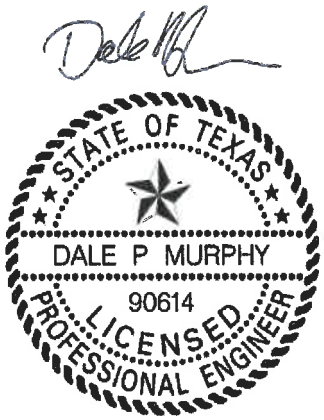
CONTRACT DOCUMENTS AND TECHNICAL SPECIFICATIONS FOR THE SAN GABRIEL ELEVATED STORAGE TANK

Prepared For:

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

Prepared By:

K Friese & Associates, Inc.
1120 S. Capital of Texas Highway
CityView II, Suite 100
Austin, Texas 78746



November 4, 2022

BID FORM

SAN GABRIEL EAST ELEVATED STORAGE TANK

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Leander
Attn: Kay Johnson, Assistant Purchaser
105 North Brushy Street
Leander, Texas 78641

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

Addendum No.	Addendum Date	Addendum No.:	Addendum Date:
No. 1	12/02/22	No. 4	01/17/23
No. 2	01/11/23	No. 5	01/17/23
No. 3	01/13/23		

B. Bidder 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. Bidder 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. Bidder 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 in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in SC-5.03.

E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder 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 Bidding Documents.

H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

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

J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

ARTICLE 4 – FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

A. this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

E. Bidder is either one of the Approved and Acceptable Tank Constructors/Manufacturers listed in Section 13210, or one of the Approved and Acceptable Tank Constructors/Manufacturers is a subcontractor performing the construction of the elevatored storage tank.

1. List the name of Tank Constructor/Manufacturer in this Bid: Phoenix Fabricators and Erectors

ARTICLE 5 – BASIS OF BID

5.01 Bid includes all items necessary to construct the composite elevated storage tank, waterlines, retaining walls, and various site improvements per the plans. The Base Bid and any Owner selected alternates will be used in awarding the Contract to a responsive and responsible bidder, including, but not limited to, the Owner's evaluation of the best value of the elevated storage tank exterior paint system options (OD-01 or ALT OD-01). Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Spec Number	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	13210	Elevated Storage Tank, 1.25 MG Capacity, Foundation, Concrete Pedestal, and Steel Tank, including any required items not listed in other bid items for this Section, per Lump Sum	LS	1	$ 5,380,000	$ 5,380,000
2	13210	Elevated Storage Tank Grading, per Lump Sum	LS	1	$ 25,000	$ 25,000
3	13210/ 09900	Elevated Storage Tank Interior Paint Systems, per Lump Sum	LS	1	$ 172,500	$ 172,500
4	13210/ 09900	Elevated Storage Tank Exterior Paint Systems (OD-01), per Lump Sum	LS	1	$ 172,500	$ 172,500

5	13210/ 09900	Elevated Storage Tank Exterior Logo Painting, per Lump Sum	LS	1	$ 28,750	$ 28,750
6	13210	Elevated Storage Tank Inlet and Outlet Piping and Valves, per Lump Sum	LS	1	$ 747,500	$ 747,500
7	13210	Elevated Storage Tank Overflow Piping and Flap Valve, per Lump Sum	LS	1	$ 78,200	$ 78,200
8	13210	Elevated Storage Tank Cleaning and Disinfection, per Lump Sum	LS	1	$ 86,250	$ 86,250
9	13210	Elevated Storage Tank Concrete Splash Pad, Including Excavation, Compaction, Reinforcing Steel, Formwork, and Rock Riprap, per Lump Sum	LS	1	$ 3,500	$ 3,500
10	13210	Void Mitigation (only to be used for shallow foundation designs), per Cubic Yard	CY	1,000	$ 285	$ 285,000
11	02803	Traffic Control, per Lump Sum	LS	1	$ 23,000	$ 23,000
12	02210	Flexible Base Complete and in Place, per Cubic Yard	CY	16	$ 150	$ 2,400
13	02211	Type D Hot Mix Asphaltic Concrete Pavement Complete and in Place, 1.5 Inches, per Square Yard	SY	60	$ 250	$ 15,000
14	11100	Reinforced Ribbon Curb per Linear Foot	LF	80	$ 40	$ 3,200
15	11100	Concrete Sidewalk, Complete, in place per Square Foot	SF	70	$ 20	$ 1,400
16	11100	Retaining Wall (MSE), Concrete Rip Rap (6"), Concrete Mow Strip (4"), Pipe Underdrains (TY 6)(6"), Complete, in place per Square Foot	SF	1,970	$ 135	$ 265,950
17	11100	8-Foot Tall Wrought Iron Fence, Complete, in Place per Linear Foot	LF	250	$ 245	$ 61,250
18	11100	8-Foot Tall Stone Fence, Complete, in Place per Linear Foot	LF	190	$ 379.50	$ 72,105
19	11100	Personnel Gate, 3-foot, complete, in place, per Each	EA	1	$ 1,725	$ 1,725
20	02227	Trench Safety Systems, per Linear Foot	LF	107	$ 11.50	$ 1230.50
21	02501	Connection to Existing 36" Waterline, per Each	EA	2	$ 16,100	$ 32,200
22	02501	Install 36-Inch Diameter Restrained Joint Class 250 Ductile Iron Water Main Including Thrust Blocking and Fittings, per Linear Foot	LF	107	$ 1,250	$ 133,750
23	02231	Embankment, Including furnishing embankment, hauling, placing, compacting, finishing, reworking, and disposal of waste material, per Cubic Yard	CY	4,050	$ 40.74	$ 164,997
24	16010	All Electrical Work and Modifications, Including Connection to Existing Electrical Service, Main Circuit Breaker and Surge Protection, Elevated Storage Tank, and Control Systems, and Other Work Described in the Division 16 Specifications, per Lump Sum	LS	1	$ 235,000	$ 235,000
25	02100	Clearing and Grubbing, Including the removal and disposal of all trees, stumps, brush, roots, shrubs, vegetation, logs, and rubbish, per Lump Sum	LS	1	$ 30,500	$ 30,500
26	02480	Restoration and Revegetation, including soil retention blankets, reseeding, and repair to	LS	1	$ 7,500	$ 7,500

		existing pavement or curbs, per Lump Sum				
27	01014	Erosion & Sedimentation Controls and Tree Protection, including Silt Fence, Rock Berm, and Stabilized Construction Entrances, per Lump Sum	LS	1	$ 20,000	$ 20,000
28	01014	Maintenance of Erosion & Sedimentation Controls for Construction Access Road Installed by Others, Silt Fence (2000 LF) and Rock Berm (20 LF), per Month	MO	7	$ 1,500	$ 10,500
29	01011	Mobilization, per Lump Sum	LS	1	$220,100	$ 220,100
TOTAL – BASE BID (UTILIZING PRIMARY EXTERIOR PAINT SYSTEM)					$ 8,281,007.50	
4A	13210/ 09900	Replace the unit cost for Bid Item No. 4 above, for utilization of Alternate Elevated Storage Tank Exterior Paint Systems (ALT OD-01), per Lump Sum	LS	1	$ 187,500	$ 187,500
TOTAL – ALTERNATE BASE BID (UTILIZING ALTERNATE EXTERIOR PAINT SYSTEM)					$ 8,296,007.50	

Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete in accordance with Paragraph 15.03 and will be finally complete and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated below:

A. The Work will be substantially completed and placed in service in within **450 calendar days** after the date when the Contract Times commence to run. Substantial Completion will require the tank, pipes, and valves to be installed, tested, and operational.

B. The Work will be finally completed and ready for final payment within **480 calendar days** after the date when the Contract Times commence to run.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this Bid:

A. Bid security;

B. complete responses to information required in Bid;

C. the entire Bid with all blanks filled in completely.

ARTICLE 8 – DEFINED TERMS

8.01 Not Used.

BID BOND

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

That CC Carlton Industries, Ltd. of the City of Austin County of Travis State of Texas as Principal, and Atlantic Specialty Insurance Company authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the **CITY OF LEANDER, TEXAS ("Owner"),** in the penal sum of Five Percent (5%) of the total amount of the Bid of the Principal submitted to the Owner, for the Work described below; for the payment whereof, well and truly to be made, and the said Principal and Surety do hereby bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, as follows:

In no case shall the liability of the Surety hereunder exceed the sum of Greatest Amount Bid Dollars ($ (GAB)).

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas, the Principal has submitted the above-referenced Bid to the Owner, for construction of the Work under the "Specifications for Construction of **"San Gabriel East Elevated Storage Tank"** for which Bids are to be opened at the office of Owner on the 26th day of January, 2023.

NOW, THEREFORE, if the Principal is awarded the Contract, and within the time and manner required under -the "Instructions to Bidders," after the prescribed forms are presented to her/him for signature, enters into a written Agreement substantially in the form contained in the Specifications, in accordance with the Bid, and files the two (2) bonds with the Owner, one to guarantee faithful performance and the other to guarantee payment for labor and materials, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect.

In the event that suit is brought upon this Bond by the Owner and judgment is recovered, said Surety shall pay all costs incurred by the Owner in such suit, including a reasonable attorney's fee to be fixed by the Court.

IN WITNESS WHEREOF, the said Principal and Surety have signed this instrument on this the 19th day of the month of January 2023

CC Carlton Industries, Ltd.
Principal
By:
Title: V.P. of Estimating
Address: 3102 Bee Caves Road, Suite 200
Austin, Texas 78746

Atlantic Specialty Insurance Company
Surety
By:
Title: John W. Schuler, Attorney-in-fact
Address: 14160 N Dallas Pkwy, Suite 760
Dallas, TX 75254

Resident Agent of Surety:

Signature

John W. Schuler
Printed Name

1405 E. Riverside Drive
Street Address

Austin, TX 78741
City, State, Zip

intact INSURANCE

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Walter E. Benson Jr, Steve Dobson, John W. Schuler,** each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA
HENNEPIN COUNTY

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

ALISON DWAN NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2025

_____
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed, sealed and dated this 19th day of January, 2023

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

_____
Kara Barrow, Secretary

This Power of Attorney expires
January 31, 2025

Please direct bond verifications to surety@intactinsurance.com

ATTACHMENT A

RESPONDENT'S REFERENCE SHEET

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: S22-028B

RESPONDENT'S NAME: C.C. Carlton Industries, LTD **DATE:** January, 26, 2023

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

1. Company's Name: Meritage Homes
   Name of Contact: Rob Archer
   Title of Contact:
   E-Mail Address: rob.archer@meritagehomes.com
   Present Address: 8920 Business Park Drive, Ste. 350
   City, State, Zip Code: Austin, Texas 78759
   Telephone Number: (855) 588-6374 Fax Number: ( )

2. Company's Name: Clark Wilson Builders, LLC
   Name of Contact: Clark Wilson
   Title of Contact:
   E-Mail Address: clarkwfc@gmail.com
   Present Address: 6034 West Courtyard Drive, Ste. 288
   City, State, Zip Code: Austin, Texas 78730
   Telephone Number: (512) 243-7160 Fax Number: ( )

3. Company's Name: Freehold Communities
   Name of Contact: Matt Matthews
   Title of Contact:
   E-Mail Address: mdm@freeholdcommunities.com
   Present Address: 8601 Ranch Road 222 Bldg 1, Ste. 260
   City, State, Zip Code: Austin, Texas 78730
   Telephone Number: (512) 265-5301 Fax Number: ( )

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

City of Leander Bid Sheet Attachment C1
PURCHASING DEPARTMENT
105 N. Brushy Street • Leander, Texas 78641

IFB Bid Sheet

Issue Date:	**11/17/2022**	**IFB #:**	**S22-028b**	**Response Deadline:**	**January,19,2023**
Category Code:	988-63,925-86,925-00,557-70	**Solicitation Description:**		San Gabriel Elevated Storage Tank	

Requested Item	**Tab Number**	**Vendor Initials**	**City Initials**
Title page	Front Page of Binder		
References (Attachment A)	1		
Bid Plan Set and Specifications (B)	2		
IFB Bid Form (Attachment C)	3		
Standard General Conditions (Attachment D)	4		
Bond Examples (Attachment E)	5		
Contract Agreement Example (Attachment F)	6		
CIQ Form (Attachment G)	7		
Bid Package TOC (Attachment H)	8		
City Standard Definitions, Terms and Conditions (Attachment I)	9		

Item Description	Total Price
San Gabriel Elevated Storage Tank	$ 8,281,007.50

Vendor Information

Vendor Name:	C.C. Carlton Industries, LTD	Address:	3102 Bee Caves Rd, Ste. 200
Email Address:	blyon@cccarlton.com	*City, State, Zip:	Austin, Texas 78746
Phone Number:	936-870-6325	Federal EIN*:	74-2909003

*Federal Employers Identification number in the Federal EIN field above. In an effort to minimize identity theft, every company MUST have an Employers Identification Number (EIN) prior to award of a contract. For information on obtaining your EIN, you may contact the IRS at (800) 829-4933 or visit https://www.irs.gov/forms-pubs and complete the Form SS-4.

Award Notice: The City of Leander reserves the right to accept or reject all or any part of any bid, waive minor technicalities, and award the bid that will best serve the interest of the City of Leander. The City of Leander also reserves the right to reject any and all bid items at the sole discretion of the City of Leander. Bid prices are requested to be firm for the City of Leander acceptance for 90 days from the Solicitation Response Deadline (Opening Date).

City of Leander Bid Sheet Attachment C1
PURCHASING DEPARTMENT
105 N. Brushy Street • Leander, Texas 78641

SIGNATURE REQUIRED

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

Benjamin Lyon CEO of LCI — January 26, 2023

Signature — Date

ATTACHMENT G

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.**

N/A

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

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

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

_____

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

4

_____ _____

Signature of vendor doing business with the governmental entity Date

JM -LLC

The State of Texas

Secretary of State

CERTIFICATE OF ORGANIZATION

OF

CARLTON GP, LLC

FILING NUMBER 07046627

THE UNDERSIGNED, AS SECRETARY OF STATE OF THE STATE OF TEXAS, HEREBY CERTIFIES THAT THE ATTACHED ARTICLES OF ORGANIZATION FOR THE ABOVE NAMED COMPANY HAVE BEEN RECEIVED IN THIS OFFICE AND HAVE BEEN FOUND TO CONFORM TO LAW.

ACCORDINGLY, THE UNDERSIGNED, AS SECRETARY OF STATE, AND BY VIRTUE OF THE AUTHORITY VESTED IN THE SECRETARY BY LAW, HEREBY ISSUES THIS CERTIFICATE OF ORGANIZATION.

ISSUANCE OF THIS CERTIFICATE OF ORGANIZATION DOES NOT AUTHORIZE THE USE OF A COMPANY NAME IN THIS STATE IN VIOLATION OF THE RIGHTS OF ANOTHER ENTITY UNDER THE FEDERAL TRADEMARK ACT OF 1946, THE TEXAS TRADEMARK LAW, THE ASSUMED BUSINESS OR PROFESSIONAL NAME ACT OR THE COMMON LAW.

DATED FEB. 2, 1999

EFFECTIVE FEB. 2, 1999

Elton Bomer, Secretary of State

FILED
In the Office of the
Secretarv of State of Texas

FEB 02 1999

Corporations Section

ARTICLES OF ORGANIZATION
OF
CARLTON GP, LLC

The undersigned, acting as the sole organizer of a limited liability company under the Texas Limited Liability Company Act (the "Act"), does hereby adopt the following Articles of Organization for CARLTON GP, LLC (the "Company"):

ARTICLE ONE

The name of the Company is CARLTON GP, LLC.

ARTICLE TWO

The Company will commence on the date these Articles are filed with the Secretary of State of Texas, and shall end on December 31, 2050.

ARTICLE THREE

The purpose for which the Company is organized is the transaction of any or all lawful business for which limited liability companies may be organized under the Act.

ARTICLE FOUR

The address of the initial registered office of the Company is 612 Brazos, Suite 201, Austin, Texas 78701, and the name of the initial registered agent of the Company at that address is C. Craig Carlton.

ARTICLE FIVE

The Company is to be managed by one or more managers. The number of initial managers, who shall serve as manager until the first annual meeting of members of the Company or until her successor is duly elected, shall be one. The name and address of such initial manager shall be as follows:

C. Craig Carlton
11506 Echo Hollow
Houston, Texas 77024

ARTICLE SIX

Any action required by the Act or the Texas Business Corporation Act ("TBCA") to be taken at any annual or special meeting of members, or any action that may be taken at any annual or special meeting of members, may be taken without a meeting, without prior notice, and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holder or holders of membership interests having not less than the minimum number of votes that would be necessary to take such action at a meeting at which the holders of all membership interests entitled to vote on the action were present and voted. Prompt notice of the taking of any action by the members without a meeting by less than unanimous written consent shall be given to those members who did not consent in writing to the action.

ARTICLE SEVEN

No member shall have a preemptive right to acquire any membership interests or securities of any class that may at any time be issued, sold, or offered for sale by the Company.

ARTICLE EIGHT

The right of members to cumulative voting in the election of managers is expressly prohibited.

ARTICLE NINE

A manager of the Company shall not be liable to the Company or its members for monetary damages for an act or omission in the manager's capacity as a manager, except that this Article Nine does not eliminate or limit the liability of a manager to the extent the manager is found liable for (i) a breach of the manager's duty of loyalty to the Company or its members; (ii) an act or omission not in good faith that constitutes a breach of duty of the manager to the Company or an act or omission that involves intentional misconduct or a knowing violation of the law; (iii) a transaction from which the manager received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the manager's office; or (iv) an act or omission for which the liability of a manager is expressly provided in an applicable statute. Any repeal or amendment of this Article Nine by the members of the Company shall be prospective only and shall not adversely affect any limitation on the liability of a manager of the Company existing at the time of such repeal or amendment. In addition to the circumstances in which the manager of the Company is not liable as set forth in the preceding sentences, the manager shall not be liable to the fullest extent permitted by any provision of the statutes of Texas hereafter enacted that further limits the liability of a manager or of a director of a corporation.

ARTICLE TEN

The Company shall indemnify any person who was, is, or is threatened to be made a named defendant or respondent in a proceeding (as hereinafter defined) because the person (i) is or was

a manager or officer of the Company or (ii) while a manager or officer of the Company, is or was serving at the request of the Company as a director, manager, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise, to the fullest extent that a limited liability company may grant indemnification to a manager under the Act and the TBCA, as the same exists or may hereafter be amended. Such right shall be a contract right and as such shall run to the benefit of any manager or officer who is elected and accepts the position of manager or officer of the Company or elects to continue to serve as a manager or officer of the Company while this Article Ten is in effect. Any repeal or amendment of this Article Ten shall be prospective only and shall not limit the rights of any such manager or officer or the obligations of the Company with respect to any claim arising from or related to the services of such manager or officer in any of the foregoing capacities prior to any such repeal or amendment of this Article Ten. Such right shall include the right to be paid or reimbursed by the Company for expenses incurred in defending any such proceeding in advance of its final disposition to the maximum extent permitted under the Act and the TBCA, as the same exists or may hereafter be amended. If a claim for indemnification or advancement of expenses hereunder is not paid in full by the Company within 90 days after a written claim has been received by the Company, the claimant may at any time thereafter bring suit against the Company to recover the unpaid amount of the claim, and if successful in whole or in part, the claimant shall be entitled to be paid also the expenses of prosecuting such claim. It shall be a defense to any such action that such indemnification or advancement of costs of defense are not permitted under the Act and the TBCA, but the burden of proving such defense shall be on the Company. Neither the failure of the Company (including its managers or any committee thereof, special legal counsel, or members) to have made its determination prior to the commencement of such action that indemnification of, or advancement of costs of defense to, the claimant is permissible in the circumstances nor an actual determination by the Company (including its managers or any committee thereof, special legal counsel, or members) that such indemnification or advancement is not permissible, shall be a defense to the action or create a presumption that such indemnification or advancement is not permissible. In the event of the death of any person having a right of indemnification under the foregoing provisions, such right shall inure to the benefit of his heirs, executors, administrators, and personal representatives. The rights conferred above shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, regulation, resolution of members or managers, agreement, or otherwise.

The Company may additionally indemnify any person covered by the grant of mandatory indemnification contained above to such further extent as is permitted by law and may indemnify any other person to the fullest extent permitted by law.

To the extent permitted by then applicable law, the grant of mandatory indemnification to any person pursuant to this Article Ten shall extend to proceedings involving the negligence of such person.

As used herein, the term "proceeding" means any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, arbitrative, or investigative,

any appeal in such an action, suit, or proceeding, and any inquiry or investigation that could lead to such an action, suit, or proceeding.

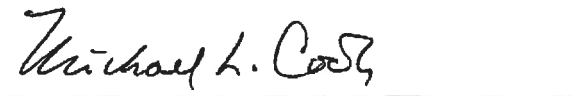
ARTICLE ELEVEN

The name and address of the sole organizer of the Company are as follows:

Michael L. Cook
Jenkens & Gilchrist, P.C.
600 Congress Avenue, Suite 2200
Austin, Texas 78701

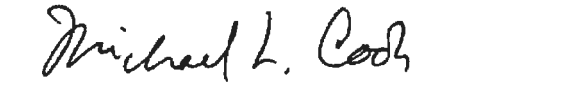
EXECUTED this 4th day of January, 1999.

SOLE ORGANIZER



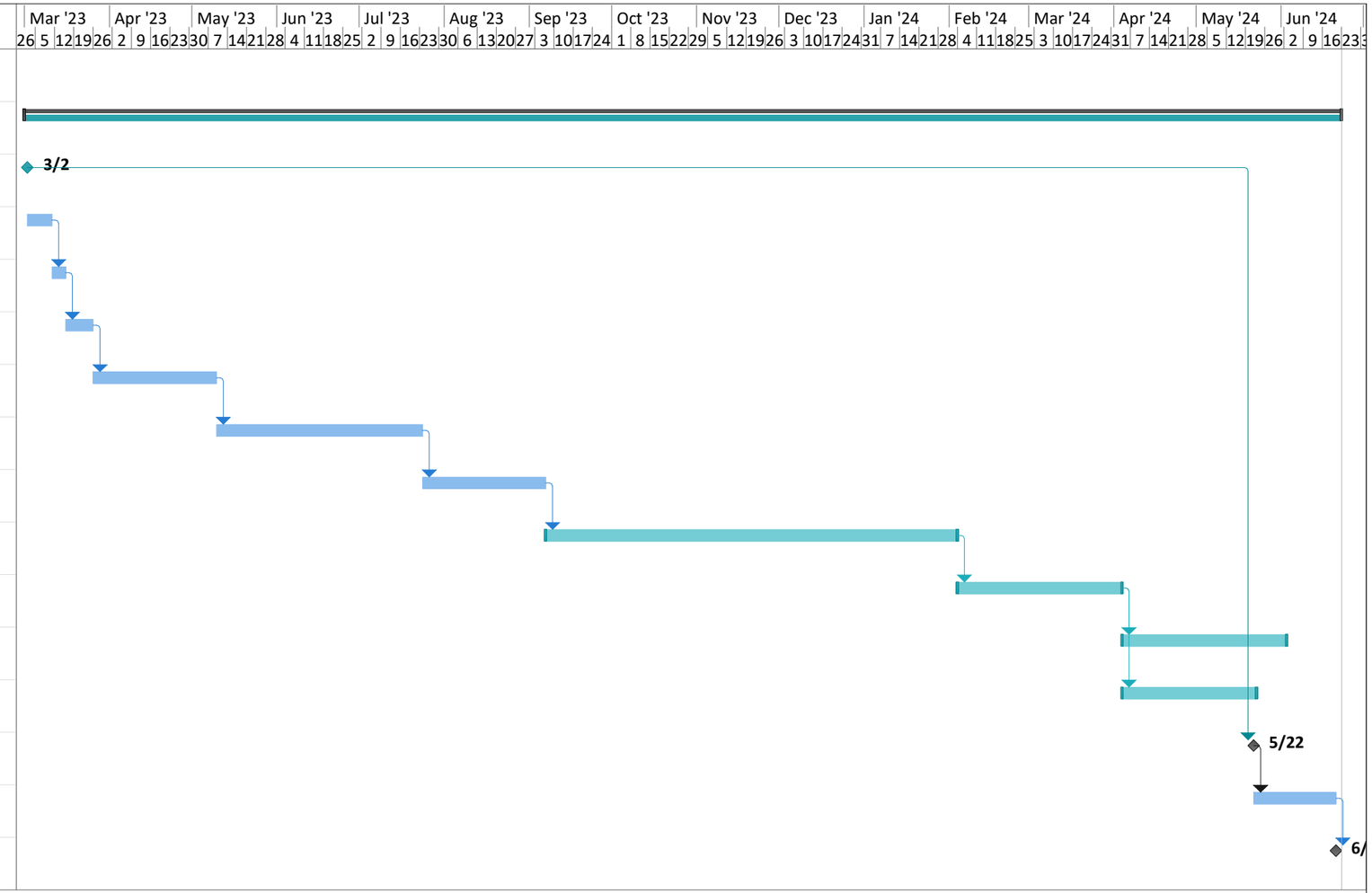
Michael L. Cook

I, the undersigned organizer of CARLTON GP, LLC, a Texas limited liability company, do hereby disclaim any and all interests in said limited liability company.



Michael L. Cook

ID	Task Name	Duration	Start	Finish
1				
2	**SAN GABRIEL ELEVATED STORAGE TANK**	**480 days**	**Wed 3/1/23**	**Sat 6/22/24**
3	Notice to Proceed	0 days	Thu 3/2/23	Thu 3/2/23
4	Clearing/Grubbing	9 days	Thu 3/2/23	Fri 3/10/23
5	Erosion/Construction Staking	5 days	Sat 3/11/23	Wed 3/15/23
6	Install Erosion Controls	10 days	Thu 3/16/23	Sat 3/25/23
7	Excavation/Embankment	45 days	Sun 3/26/23	Tue 5/9/23
8	Tank Fabrication	75 days	Wed 5/10/23	Sun 7/23/23
9	Tank Foundation and Shafts	45 days	Mon 7/24/23	Wed 9/6/23
10	Tank Erection	150 days	Thu 9/7/23	Sat 2/3/24
11	Inlet and Outlet Piping	60 days	Sun 2/4/24	Wed 4/3/24
12	Disinfection and Painting	60 days	Thu 4/4/24	Sun 6/2/24
13	Site Walls and Fencing	49 days	Thu 4/4/24	Wed 5/22/24
14	Substantial Completion	0 days	Wed 5/22/24	Wed 5/22/24
15	Punch List	30 days	Wed 5/22/24	Thu 6/20/24
16	Final Acceptance	0 days	Thu 6/20/24	Thu 6/20/24



San Gabriel East Elevated Storage Tank

Task		Project Summary		Inactive Milestone		Manual Summary Rollup		Deadline	
Split		External Tasks		Inactive Summary		Manual Summary		Progress	
Milestone		External Milestone		Manual Task		Start-only		Manual Progress	
Summary		Inactive Task		Duration-only		Finish-only			

K·FRIESE + ASSOCIATES
PUBLIC PROJECT ENGINEERING
1120 S. Capital of Texas Highway
CityView 2, Suite 100
Austin, Texas 78746
TBPE Firm #6535
P - 512.338.1704 F - 512.338.1784
kfriese.com

February 15, 2023

Ms. Emily Truman, P.E.
City Engineer
City of Leander
201 N. Brushy St.
Leander, Texas 78641

RE: San Gabriel East Elevated Storage Tank

Dear Ms. Truman,

Sealed bids were received for the above-referenced project on January 26, 2023 at 2:00 PM, with a total of 2 bids being received. The project includes the construction of a composite elevated storage tank with associated piping and site work. The bid form requested that contractors provide bids for two alternate exterior paint systems. KFA recommends that the City of Leander proceed with award of this construction contract to CC Carlton Industries for their Base Bid amount of $8,281,007.50.

Below is a listing of the Contractors who bid on the contract and their total bid ordered from lowest to highest based on the Base Bid:

1. CC Carlton Industries - $8,281,007.50
2. Landmark Structures - $8,678,000.00

Below is a listing of total bids ordered from lowest to highest based on the Alternate Bid (utilizing alternate exterior paint system):

1. CC Carlton Industries - $8,296,007.50
2. Landmark Structures - $8,663,000.00

After review of the Base and Alternate bids, and per consultation with City of Leander Staff, the Base Bid has been selected to be the form of the project based on best value to the City. Therefore, the low bidder is CC Carlton Industries at $8,281,007.50. CC Carlton has included Phoenix Fabricators and Erectors (Phoenix) as a subcontractor for the construction of the elevated storage tank, and Phoenix is listed in the contract documents as an approved tank contactor.

The City has reviewed the qualifications of CC Carlton and Phoenix and found them to have recent elevated storage tank, pipeline, and site experience and have received positive reference checks from other similar projects that they have performed. Therefore, it is KFA's recommendation that the City of Leander proceed with award of this construction contract to CC Carlton Industries for their Base Bid amount of $8,281,007.50.

Should you have any questions, please feel free to contact me.

Sincerely,

Dale P. Murphy, P.E.
Project Manager

2/15/2023

Attachments

CITY OF LEANDER SAN GABRIEL EAST ELEVATED STORAGE TANK
BID TABULATION - JANUARY 26, 2023

				BIDDERS			
				CC Carlton Industries 3102 Bee Cave Road, Suite 200 Austin, Texas		Landmark Structures 1665 Harmon Road Fort Worth, Texas	
				817-439-8888		817-439-8888	
				Addenda	Bid Bond	Addenda	Bid Bond
				1,2,3,4,5		1,2,3,4,5	
BID ITEMS				Y	Y	Y	Y
Item	Description	Unit	Qty	Unit Cost	Total Cost	Unit Cost	Total Cost
1	Elevated Storage Tank, 1.25 MG Capacity, Foundation, Concrete Pedestal, and Steel Tank, including any required items not listed in other bid items for this Section, per Lump Sum	LS	1	$5,380,000.00	$5,380,000.00	$6,078,000.00	$6,078,000.00
2	Elevated Storage Tank Grading, per Lump Sum	LS	1	$25,000.00	$25,000.00	$500,000.00	$500,000.00
3	Elevated Storage Tank Interior Paint Systems, per Lump Sum	LS	1	$172,500.00	$172,500.00	$251,000.00	$251,000.00
4	Elevated Storage Tank Exterior Paint Systems (OD-01), per Lump Sum	LS	1	$172,500.00	$172,500.00	$151,000.00	$151,000.00
5	Elevated Storage Tank Exterior Logo Painting, per Lump Sum	LS	1	$28,750.00	$28,750.00	$10,000.00	$10,000.00
6	Elevated Storage Tank Inlet and Outlet Piping and Valves, per Lump Sum	LS	1	$747,500.00	$747,500.00	$350,000.00	$350,000.00
7	Elevated Storage Tank Overflow Piping and Flap Valve, per Lump Sum	LS	1	$78,200.00	$78,200.00	$38,000.00	$38,000.00
8	Elevated Storage Tank Cleaning and Disinfection, per Lump Sum	LS	1	$86,250.00	$86,250.00	$3,000.00	$3,000.00
9	Elevated Storage Tank Concrete Splash Pad, Including Excavation, Compaction, Reinforcing Steel, Formwork, and Rock Riprap, per Lump Sum	LS	1	$3,500.00	$3,500.00	$2,500.00	$2,500.00
10	Void Mitigation (only to be used for shallow foundation designs), per Cubic Yard	CY	1,000	$285.00	$285,000.00	$0.00	$0.00
11	Traffic Control, per Lump Sum	LS	1	$23,000.00	$23,000.00	$1,000.00	$1,000.00
12	Flexible Base Complete and in Place, per Cubic Yard	CY	16	$150.00	$2,400.00	$200.00	$3,200.00
13	Type D Hot Mix Asphaltic Concrete Pavement Complete and in Place, 1.5 Inches, per Square Yard	SY	60	$250.00	$15,000.00	$125.00	$7,500.00
14	Reinforced Ribbon Curb per Linear Foot	LF	80	$40.00	$3,200.00	$35.00	$2,800.00
15	Concrete Sidewalk, Complete, in place per Square Foot	SF	70	$20.00	$1,400.00	$20.00	$1,400.00
16	Retaining Wall (MSE), Concrete Rip Rap (6"), Concrete Mow Strip (4"), Pipe Underdrains (TY 6)(6"), Complete, in place per Square Foot	SF	1,970	$135.00	$265,950.00	$70.00	$137,900.00
17	8-Foot Tall Wrought Iron Fence, Complete, in Place per Linear Foot	LF	250	$245.00	$61,250.00	$150.00	$37,500.00
18	8-Foot Tall Stone Fence, Complete, in Place per Linear Foot	LF	190	$379.50	$72,105.00	$500.00	$95,000.00
19	Personnel Gate, 3-foot, complete, in place, per Each	EA	1	$1,725.00	$1,725.00	$1,500.00	$1,500.00
20	Trench Safety Systems, per Linear Foot	LF	107	$11.50	$1,230.50	$100.00	$10,700.00
21	Connection to Existing 36" Waterline, per Each	EA	2	$16,100.00	$32,200.00	$6,000.00	$12,000.00
22	Install 36-Inch Diameter Restrained Joint Class 250 Ductile Iron Water Main Including Thrust Blocking and Fittings, per Linear Foot	LF	107	$1,250.00	$133,750.00	$1,500.00	$160,500.00
23	Embankment, Including furnishing embankment, hauling, placing, compacting, finishing, reworking, and disposal of waste material, per Cubic Yard	CY	4,050	$40.74	$164,997.00	$40.00	$162,000.00
24	All Electrical Work and Modifications, Including Connection to Existing Electrical Service, Main Circuit Breaker and Surge Protection, Elevated Storage Tank, and Control Systems, and Other Work Described in the Division 16 Specifications, per Lump Sum	LS	1	$235,000.00	$235,000.00	$175,000.00	$175,000.00
25	Clearing and Grubbing, Including the removal and disposal of all trees, stumps, brush, roots, shrubs, vegetation, logs, and rubbish, per Lump Sum	LS	1	$30,500.00	$30,500.00	$75,000.00	$75,000.00
26	Restoration and Revegetation, including soil retention blankets, reseeding, and repair to existing pavement or curbs, per Lump Sum	LS	1	$7,500.00	$7,500.00	$15,000.00	$15,000.00
27	Erosion & Sedimentation Controls and Tree Protection, including Silt Fence, Rock Berm, and Stabilized Construction Entrances, per Lump Sum	LS	1	$20,000.00	$20,000.00	$20,000.00	$20,000.00
28	Maintenance of Erosion & Sedimentation Controls for Construction Access Road Installed by Others, Silt Fence (2000 LF) and Rock Berm (20 LF), per Month	MO	7	$1,500.00	$10,500.00	$1,000.00	$7,000.00
29	Mobilization, per Lump Sum	LS	1	$220,100.00	$220,100.00	$369,500.00	$369,500.00
	TOTAL – BASE BID			**$8,281,007.50**		**$8,678,000.00**	
4A	Replace the unit cost for Bid Item No. 4 above, for utilization of Alternate Elevated Storage Tank Exterior Paint Systems (ALT OD-01), per Lump Sum	LS	1	$187,500.00	$187,500.00	$136,000.00	$136,000.00
	TOTAL – ALTERNATE BASE BID (UTILIZING ALTERNATE EXTERIOR PAINT SYSTEM)			**$8,296,007.50**		**$8,663,000.00**	

STATE OF TEXAS
DALE P MURPHY
90614
LICENSED
PROFESSIONAL ENGINEER

02/07/2023

K FRIESE + ASSOCIATES
PUBLIC PROJECT ENGINEERING
Firm #6535

AGENDA ITEM # 11

EXECUTIVE SUMMARY
03/02/2023

AGENDA SUBJECT:

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.

BACKGROUND:

This purchase will support the continuity of operations by providing backup generator power for the entire Police Department. The current generator provides power to only the Communications Center and refrigerated unit in evidence storage.

In lieu of going with a less expensive option and utilizing the current generator for other areas of the Police Department, one (1) large generator will be purchased to ensure the complete operation of the Police Department facility as a whole. This generator will ensure continuity of operation which is vital for public safety, during power interruptions and major outages.

Local Government Code Sec. 271.012 Cooperative Purchasing Program Participation, provides that a local government that purchases goods or services under this subchapter satisfies any state law requiring the local government to seek competitive bids for the purchase of the goods or services. Turnkey BuyBoard Contract #657-21 will be used.

RECOMMENDATION:

Staff recommends approval of the proposal from LOFTIN for the purchase of one (1) 230KW generator for the City of Leander Police Station.

PRESENTER:

Daniel Grimsbo, PE, Executive Director of Infrastructure

Fiscal Impact

Amount requested:	$239,420
Approved in current budget (Yes / No):	Yes
Expenditure (New / Amended):	New
Recurring or one-time:	One-time
Fund source (Operating / Utility / etc.):	Operating

AGENDA ITEM # 12

EXECUTIVE SUMMARY
03/02/2023

AGENDA SUBJECT:

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.

BACKGROUND:

The City of Leander annexed the Falcon Oaks neighborhood on March 16, 2017, with an obligation to update services within the neighborhood. As part of that obligation, a new water service line and a complete new wastewater line will be installed. The project was awarded to General Contractor on February 2, 2023. The General Contractor has received Notice to Proceed and begin construction on February 27, 2023. To support the quality control of soil backfill, of concrete mix and strength, and of hot-mix asphalt, TSIT has submitted a proposal in the amount of $53,000.00.

TSIT, Inc. is a prequalified and approved vendor for the City under the August 9, 2021 Professional Services Agreement, which was renewed and extended by City Council on August 18, 2022. City staff recommends awarding the Construction Material Testing Services agreement to TSIT, Inc., in the amount of $53,000.00.

RECOMMENDATION:

City Staff recommends approval of Construction Material Testing Services task order agreement between TSIT, Inc., and the City of Leander, and authorize the City Manager to execute any and all necessary documents.

PRESENTER:

Tony Bettis, PMP, CIP Program Manager

Fiscal Impact

Amount requested:	$53,000
Approved in current budget (Yes / No):	Yes
Expenditure (New / Amended):	New
Recurring or one-time:	One-Time
Fund source (Operating / Utility / etc.):	Utility 26-01-8711

Attachments

1. Task Order TSIT-26
2. Proposal

TASK ORDER FOR PROFESSIONAL SERVICES

TASK ORDER NO. TSIT-26

This will constitute authorization by the City of Leander, Texas (Owner), for TSIT Engineering and Consulting, LLC Inc. (TSIT Inc.) (Professional), to proceed with the following described engineering test services.

Falcon Oaks Wastewater & Water Improvements (21-CIP-004)

A. PROJECT DESCRIPTION

Materials Testing for Falcon Oaks Wastewater & Water Improvements located at S. Bagdad Rd., Leander, TX

B. SCOPE OF SERVICES

TSIT Inc. will provide testing services as described in the attached Proposal.

C. DELIVERABLES

TSIT Inc. will provide deliverables as described in the attached Proposal.

D. BASIS OF COMPENSATION

The total compensation for Falcon Oaks Wastewater & Water Improvements shall not exceed the estimated amount of **$ 53,000.00** as shown on the attached proposal without authorization from the City Manager. 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 materials testing lab will work expeditiously to complete the testing services described herein as they are scheduled by the Construction Inspector.

TSIT Inc. will begin work as soon as authorized and scheduled by City Construction Inspector as services are requested.

APPROVED:	ACCEPTED:
CITY OF LEANDER, TEXAS	TSIT ENGINEERING AND CONSULTING, LLC
By _____ City Manager	By: Aaron Cotton, Jr.
Title _____	Title: Vice President
Attest _____	Attest _____
Date _____	Date: 2/17/2023

February 17, 2023

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

Attn: Mr. Tony Bettis, PMP, CIP Program Manager
E tbettis@leandertx.gov

Re: CMT Testing
Falcon Oaks Wastewater & Water Improvements
S. Bagdad Rd.
Leander, TX
TSIT Estimate of Fees No. P23030

Mr. Bettis

TSIT Engineering and Consulting, LLC is delighted for this opportunity to submit our estimate of fees for Construction Material Testing Services on the above referenced project. Our (TSIT) estimate is based on review of project plans provided by K Friese + Associates, dated 4/13/22.

We anticipate:

- Testing on WWL/WL Trench backfill.
- Testing of miscellaneous concrete placement per city request.
- Testing of HMAC placement.
- Project Management and Administration

Estimated Testing Budget: $53,000.00

Sincerely,

T. Smith Testing & Inspection, LLC.
Firm Registration F-5278

Aaron Cotton, Jr., Vice President
Director of Central Texas Operations

Attachment: Estimate of Testing Costs

Fort Worth:
7473 Airport Freeway
Fort Worth, Texas 76118
Phone: (817) 589-9933

Dallas:
2211 Century Center Blvd, Ste 101
Irving, Texas 75062
Phone: (972) 573-6083

Austin:
304 Hazlewood St., Ste 3
Leander, Texas 78641
Phone: (512) 337-5596

ESTIMATE OF CONSTRUCTION MATERIALS TESTING FEES No. P23030
FALCON OAKS WASTEWATER & WATER IMPROVEMENTS
LEANDER, TX

SERVICE	Unit Rate	Units	Unit Cost
SOILS			
Soil Testing	$70.00	200 hour	$14,000.00
Soil Testing (OT)	$105.00	0 hour	$0.00
Moisture Density Relations ASTM D-698	$200.00	5 each	$1,000.00
Atterberg Limits	$75.00	5 each	$375.00
Decant (-200)	$75.00	5 each	$375.00
In Place Density ASTM D-6938 (each)	$25.00	850 each	$21,250.00
CONCRETE			
Concrete Inspection	$70.00	8 hour	$560.00
Concrete Inspection (OT)	$105.00	0 hour	$0.00
Concrete Cylinders (5 per set)	$25.00	10 each	$250.00
Asphalt			
Asphalt Field Inspector #1 (TxDOT Level 1B)	$70.00	12 hour	$840.00
Asphalt Field Inspector #2 (TxDOT Level 1B)	$70.00	12 hour	$840.00
Extraction/Gradation (Percent Asphaltic Bitumen and Aggregate P	$200.00	3 each	$600.00
Maximum Theoretical Specific Gravity (of Asphalt Mixture)	$100.00	3 each	$300.00
Asphalt Content (Ignition Burn Off)	$175.00	3 each	$525.00
Percent Density/Air Voids (Lab Molded) (set of 3)	$25.00	3 set	$75.00
HMAC Cores (2")	$17.50	20 inch	$350.00
Percent Density/Air Voids (cores)	$40.00	10 each	$400.00
TRAVEL			
Trip Charge (each)	$58.00	70 each	$4,060.00
PROJECT MANAGEMENT			
Project Management	$125.00	40 hour	$5,000.00
Clerical	$55.00	40 hour	$2,200.00

Note: Project Management time is billed as time for reviewing reports, coordination, and consultation.

ESTIMATED BUDGET: $53,000.00

NOTES:

1) This is an estimate of the cost for testing and inspection. Construction schedules and unforeseen circumstances may affect the final cost. Only work performed will be invoiced. This is not a guarantee not to exceed cost estimate, if it becomes apparent the cost estimate will be exceeded, we will notify our client as soon as this situation is noted.

2) All services billed at a hourly rate and charged at the applicable rate, portal-to-portal with a **3 hour minimum.**

3) Overtime rates of 1.5 times the regular hourly rate will be charged for hours worked over 8 hours per day Monday thru Friday or on Saturdays. Services performed on Sundays and recognized holidays will be billed at 2.0 times the regular hourly rate.

4) Additional test not specified in this proposal will be quoted upon request.

5) The estimated units above do not include stand-by-time for contractor non-readiness or retests of previously failing tests.

Payment Terms Net 30 Days

Fort Worth:
7473 Airport Freeway
Fort Worth, Texas 76118
Phone: (817) 589-9933

Dallas:
2211 Century Center Blvd. Ste 101
Irving, Texas 75062
Phone: (972) 573-6083

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February 17, 2023

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Leander, TX 78641

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- Testing of HMAC placement.
- Project Management and Administration

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Sincerely,

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www.tsitservices.com

ESTIMATE OF CONSTRUCTION MATERIALS TESTING FEES No. P23030
FALCON OAKS WASTEWATER & WATER IMPROVEMENTS
LEANDER, TX

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Percent Density/Air Voids (Lab Molded) (set of 3)	$25.00	3	set	$75.00
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Trip Charge (each)	$58.00	70	each	$4,060.00
PROJECT MANAGEMENT				
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Note: Project Management time is billed as time for reviewing reports, coordination, and consultation.

ESTIMATED BUDGET: $53,000.00

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Austin:
304 Hazlewood St., Ste 3
Leander, Texas 78641
Phone: (512) 337-5596

www.tsitservices.com

AGENDA ITEM # 13

EXECUTIVE SUMMARY
03/02/2023

AGENDA SUBJECT:

Approval of the updated Emergency Operations Plan.

BACKGROUND:

The City of Leander has an Emergency Operations Plan that should be renewed every five (5) years. The last plan was approved in 2017 and was set to expire in 2022. We are operating under an extension until the approval of the updated plan.

One change occurring with this plan, is that Texas is changing from having annexes and going to emergency support functions (ESF). The other impact this change will have is that cities will no longer be recognized as basic, intermediate, or advanced in their emergency operations plans, and all will be considered a base plan with supporting ESFs.

HISTORY/TIMELINE:

2017 - EOP Updated

RECOMMENDATION:

Staff recommends approval.

PRESENTER:

Billy Wusterhausen, Fire Chief

Attachments

1. Emergency Operations Plan
2. Emergency Operations Plan Redline

CITY OF LEANDER

Emergency Operations Plan

Base Plan

Homeland Security and Emergency Management
PO Box 319
Leander TX 78646
(512) 528-2959
www.leandertx.gov

November 29, 2022

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APPROVAL & IMPLEMENTATION

The City of Leander

Emergency Management Plan

This emergency management plan is hereby approved. This plan is effective immediately and supersedes all previous editions.

_____ _____

Christine DeLisle Date
Mayor

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RECORDS OF CHANGE

Change Number	Section	Date of Change	Individual Making Change	Description of Change
1	Base Plan, Annex A-V	9/22/2022	Anais Hill	Update
2	Base Plan, Annex A-V	11/29/2022	Anais Hill	Update

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BASE PLAN

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I. AUTHORITY

A. Federal

1. Robert T. Stafford Disaster Relief & Emergency Assistance Act, (as amended), 42 U.S.C. 5121
2. Emergency Planning and Community Right-to-Know Act, 42 Chapter 116
3. Emergency Management and Assistance, 44 CFR
4. Hazardous Waste Operations & Emergency Response, 29 CFR 1910.120
5. Homeland Security Act of 2002
6. Homeland Security Presidential Directive, HSPD-5, Management of Domestic Incidents
7. Homeland Security Presidential Directive, HSPD-3, Homeland Security Advisory System
8. Presidential Policy Directive 8 - National Preparedness
9. National Incident Management System (NIMS)
10. National Response Framework (NRF)
11. National Strategy for Homeland Security, October 2007
12. Nuclear/Radiological Incident ESF #10 of the National Response Framework

B. State

1. Government Code, Chapter 418 (Emergency Management)
2. Government Code, Chapter 421 (Homeland Security)
3. Government Code, Chapter 433 (State of Emergency)
4. Government Code, Chapter 791 (Inter-local Cooperation Contracts)
5. Health & Safety Code, Chapter 778 (Emergency Management Assistance Compact)
6. Governor's Executive Order (RP-57) Relating to implementing recommendations from the Governor's Task Force on Evacuation, Transportation, and Logistics
7. State of Texas - Governor's Executive Order (RP-32) Relating to Emergency Management and Homeland Security
8. State of Texas - Governor's Executive Order (RP-40) Relating to the National Incident Management
9. State of Texas - Governor's Executive Order (RP-57) Relating to implementing recommendations from the Governor's Task Force on Evacuation, Transportation, and Logistics
10. Texas Administrative Code, Title 37, Part 1, Chapter 7 (Division of Emergency Management)
11. The Texas Homeland Security Strategic Plan, 2015-2020

C. Regional

1. Capital Area Council of Governments (CAPCOG) Regional Response Plan

D. Local

1. City of Leander City Charter
2. Leander City Ordinance Article 1.05

II. PURPOSE

This City of Leander's Base Emergency Plan applies to all areas within the corporate limits of the City of Leander. This Base Plan, along with its Emergency Support Functions, was developed to provide the general and conceptual framework for coordinated, multiagency response and efficient use of resources during a major emergency or disaster. The plan is considered an all-hazards plan that establishes the framework for how the City of Leander responds to disasters, regardless of initial cause or hazard.

The plan is not a detailed emergency checklist or "quick action" guide. It is meant to provide guidance, framework, and insight into City-wide strategic decision-making as it relates to emergency operations and disaster situations.

This plan should be used as a reference when integrating internal plans into strategic, City-wide operational plans; it does not replace the responsibility a department has in developing and testing its own emergency plans. With that end in mind, this plan can help establish the relationships, responsibilities, and general guidelines for departments and agencies to use in developing their detailed emergency plans. It can be used to help create emergency checklists, field emergency plans, departmental emergency plans, emergency-related standard operating procedures (SOPs), and emergency-related general orders.

Legal issues requiring timely resolution may arise during pre-disaster hazard mitigation designed to lessen the effects of known hazards, during pre-disaster preparedness activities designed to enhance the local capability to respond to a disaster, during the actual response to a disaster, or during the post-disaster recovery process.

The plan contains concepts, policies, and procedures that apply regardless of the nature or origin of the emergency or disaster. It is not designed to address unique conditions that result from a particular hazard. It does, however, provide a framework within which emergency operations staff and other relevant department and agency staff work together to develop and maintain hazard-specific plans and procedures.

III. EXPLANATION OF TERMS

A. Acronyms

AAR	After Action Report
ARC	American Red Cross
ARES	Amateur Radio Emergency Services
CAPCOG	Capital Area Council of Governments
CFR	Code of Federal Regulations
CMO	City Manager's Office
COG	Continuity of Government
COOP	Continuity of Operations
CRR	Community Risk Reduction
DDC	Disaster District Committee
DHS	Department of Homeland Security
ESF	Emergency Support Function
EOC	Emergency Operations Center
ETJ	Extraterritorial Jurisdiction
FBI	Federal Bureau of Investigations
FEMA	Federal Emergency Management Agency, an element of the U.S. Department of Homeland Security
Hazmat	Hazardous Materials
HSEM	Homeland Security and Emergency Management
HSPD-5	Homeland Security Presidential Directive 5
ICP	Incident Command Post
ICS	Incident Command System
IP	Improvement Plan
JFO	Joint Field Office
JIC	Joint Information Center
NGO	Non-Governmental Organization
NIMS	National Incident Management System
NRP	National Response Plan
NRF	National Response Framework
OSHA	Occupational Safety & Health Administration
PIO	Public Information Officer
SOC	State Operations Center
SOP's	Standard Operating Procedure
TMD	Texas Military Department
TRRN	Texas Regional Response Network
TSA	the Salvation Army
VOAD	Volunteers Active in Disaster
WCEMS	William County Emergency Services
WCCHD	Williamson County and Cities Health District

B. Definitions

1. Area Command (Unified Area Command). An organization established (1) to oversee the management of multiple incidents that are each being managed by an ICS organization or (2) to oversee the management of large or multiple incidents to which several Incident Management Teams have been assigned. Sets overall strategy and priorities, allocate critical resources according to priorities, ensures that incidents are properly managed, and

ensures that objectives are met and strategies followed. Area Command becomes Unified Area Command when incidents are multijurisdictional.

2. Disaster District. Disaster Districts are regional state emergency management organizations mandated by the Executive Order of the Governor relating to Emergency Management whose boundaries parallel those of Highway Patrol Districts and Sub Districts of the Texas Department of Public Safety.

3. Disaster District Committee. The DDC consists of a Chairperson (the local Highway Patrol captain or command lieutenant), and agency representatives that mirror the membership of the State Emergency Management Council. The DDC Chairperson, supported by committee members, is responsible for identifying, coordinating the use of, committing, and directing state resources within the district to respond to emergencies.

4. Emergency Operations Center. Specially equipped facilities from which government officials exercise direction and control and coordinate necessary resources in an emergency situation.

5. Public Information. Information that is disseminated to the public via the news and social media before, during, and/or after an emergency or disaster ensures the needs of the whole community are addressed.

6. Emergency Situations. As used in this plan, this term is intended to describe a range of occurrences, from minor incidents to catastrophic disasters. It includes the following:

   a. Incident. An incident is a situation that is limited in scope and potential effects. Characteristics of an incident include:

      1) Involves a limited area and/or limited population.
      2) Evacuation or in-place sheltering is typically limited to the immediate area of the incident.
      3) Warning and public instructions are provided in the immediate area, not community-wide.
      4) One or two local response agencies or departments acting under an incident commander normally handle incidents. Requests for resource support are normally handled through agency and/or departmental channels.
      5) May require limited external assistance from other local response agencies or contractors.
      6) For the purposes of the NRF, incidents include the full range of occurrences that require an emergency response to protect life or property.

   b. Emergency. An emergency is a situation that is larger in scope and more severe in terms of actual or potential effects than an incident. Characteristics include:

      1) Involves a large area, significant population, or important facilities.
      2) May require the implementation of large-scale evacuation or in-place sheltering and the implementation of temporary shelter and mass care operations.

3) May require community-wide warning and public instructions.
4) Requires a sizable multi-agency response operating under an incident commander.
5) May require some external assistance from other local response agencies, contractors, and limited assistance from state or federal agencies.
6) The EOC will be activated to provide general guidance and direction, coordinate external support, and provide resource support for the incident.
7) For the purposes of the NRF, an emergency (as defined by the Stafford Act) is "any occasion or instance for which, in the determination of the President, Federal assistance is needed to supplement State and local efforts and capabilities to save lives and to protect property and public health and safety, or to lessen or avert the threat of a catastrophe in any part of the United States."

c. Disaster. A disaster involves the occurrence or threat of significant casualties and/or widespread property damage that is beyond the capability of the local government to handle with its organic resources. Characteristics include:

1) Involves a large area, a sizable population, and/or important facilities.
2) May require the implementation of large-scale evacuation or in-place sheltering and the implementation of temporary shelter and mass care operations.
3) Requires community-wide warning and public instructions.
4) Requires a response by all local response agencies operating under one or more incident commanders.
5) Requires significant external assistance from other local response agencies, contractors, and extensive state or federal assistance.
6) The EOC will be activated to provide general guidance and direction, provide emergency information to the public, coordinate state and federal support, and coordinate resource support for emergency operations.
7) For the NRF, a major disaster (as defined by the Stafford Act) is any catastrophe, regardless of the cause, which in the determination of the President causes the damage of sufficient severity and magnitude to warrant major disaster federal assistance.

d. Catastrophic Incident. For the purposes of the NRF, this term is used to describe any natural or manmade occurrence that results in extraordinary levels of mass casualties, property damage, or disruptions that severely affect the population, infrastructure, environment, economy, national morale, and/or government functions. An occurrence of this magnitude would result in sustained national impacts over prolonged periods, and would immediately overwhelm local and state capabilities. All catastrophic incidents are Incidents of National Significance.

7. Hazard Analysis. A document, published separately from this plan, identifies the local hazards that have caused or possess the potential to adversely affect public health and safety, public or private property, or the environment.

8. Hazardous Material (Hazmat). A substance in a quantity or form poses an unreasonable risk to health, safety, and/or property when manufactured, stored, or transported. The substance, by its nature, containment, and reactivity, has the capability for inflicting harm during an accidental occurrence. Is toxic, corrosive, flammable, reactive, an irritant, or a strong sensitizer, and poses a threat to health and the environment when improperly managed. Includes toxic substances, certain infectious agents, radiological materials, and other related materials such as oil, used oil, petroleum products, and industrial solid waste substances.

9. Incident of Natural Significance. An actual or potential high-impact event that requires a coordinated and effective response by an appropriate combination of federal, state, local, tribal, nongovernmental, and/or private sector entities to save lives and minimize damage, and provide the basis for long-term communication recovery and mitigation activities.

10. Inter-local agreements. Arrangements between governments or organizations, either public or private, for reciprocal aid and assistance during emergencies where the resources of a single jurisdiction or organization are insufficient or inappropriate for the tasks that must be performed to control the situation. Commonly referred to as mutual aid agreements.

11. Stafford Act. The Robert T. Stafford Disaster Relief and Emergency Assistance Act authorizes federal agencies to undertake special measures designed to assist the efforts of states in expediting the rendering of aid, assistance, emergency services, and reconstruction and rehabilitation of areas devastated by disaster.

12. Standard Operating Procedures. Approved methods for accomplishing a task or set of tasks. SOPs are typically prepared at the department or agency level. May also be referred to as Standard Operating Guidelines (SOGs).

13. The City of Leander. When referred to in this plan, the City of Leander is defined as the City of Leander and all participating jurisdictions.

IV. SITUATION AND ASSUMPTIONS

A. Situation

The City of Leander is a home-ruled municipality located in Williamson and Travis County just outside of the Austin metropolitan area. Currently, there are over 85,000 residents within the city limits and ETJ. Location, climate, population, strong government and economic development, excellent schools, transportation, and low taxes, all contribute to the popularity Leander continues to enjoy in both residential and commercial growth. This popularity has led to Leander being ranked in the top 10 for the fastest-growing city in the State of Texas. Several key geographic and human factors make Leander vulnerable to a variety of major emergencies and disasters.

The city is located within one of the fastest-growing Counties in the State of Texas. The estimated city population by 2025 is expected to be 131,800. Included in the community are 20 public schools, 21 private schools (including Pre-K), an Austin Community College Campus, an Emergency Room, a commuter rail, a U.S. Highway, and several large businesses. Increasing school populations, usage of the commuter rail, growing number of large businesses, and government offices increase the risk of the City of Leander for a manmade event to occur.

A summary of our major hazards is provided in Figure 1. More detailed information is provided in our Hazard Analysis, published separately.

Figure 1
HAZARD SUMMARY

	Likelihood of Occurrence*	**Estimated Impact on Public Health & Safety**			**Estimated Impact on Property**		
Hazard Type:	(See below)	**Limited**	**Moderate**	**Major**	**Limited**	**Moderate**	**Major**
Natural							
Drought	Highly Likely		Moderate			Limited	
Flash Flooding	Likely		Limited			Moderate	
Flooding (river or tidal)	Occasional		Limited			Moderate	
Tornado	Likely		Moderate			Major	
Wildfire	Highly Likely		Moderate			Major	
Winter Storm	Likely		Moderate			Limited	
Technological							
Dam Failure	Unlikely		Moderate			Moderate	
Energy/Fuel Shortage	Occasional		Moderate			Limited	
Hazmat/Oil Spill (transport)	Occasional		Limited			Limited	
Major Structural Fire	Occasional		Limited			Moderate	
Water System Failure	Occasional		Major			Moderate	
Security							
Civil Disorder	Unlikely		Limited			Moderate	
Enemy Military Attack	Unlikely		Major			Major	
Terrorism	Unlikely		Limited			Limited	
* Likelihood of Occurrence: Unlikely, Occasional, Likely, or Highly Likely							

B. Assumptions

1. Our city will continue to be exposed to and subject to the impact of those hazards described above and as well as lesser hazards and others that may develop in the future.

2. A major disaster can occur at any time and any place. In many cases, dissemination of warnings to the public and implementation of increased readiness measures may be possible. However, some emergency situations occur with little or no warning.

3. Outside assistance will be available in most emergency situations, affecting our city. Since it takes time to summon external assistance, it is essential for us to be prepared to carry out the initial emergency response on an independent basis.

4. Proper mitigation actions, such as floodplain management, and fire inspections, can prevent or reduce disaster-related losses. Detailed emergency planning, training of emergency responders and other personnel, and conducting periodic emergency drills and exercises can improve our readiness to deal with emergencies.

V. CONCEPT OF OPERATIONS

A. Objectives

The objectives of the emergency management program for the City of Leander are to protect public health and safety and preserve public and private property.

B. General

1. It is the responsibility of the City of Leander to protect public health and safety and preserve property from the effects of hazardous events. The City of Leander has the primary role of identifying and mitigating hazards, preparing for and responding to, and managing the recovery from emergencies that affect our community.

2. The government can't do everything that is required to protect the lives and property of our population. Our citizens have the responsibility to prepare themselves and their families to cope with emergencies and manage their affairs and property in ways that will aid the government in managing emergencies. The City of Leander will assist our citizens in carrying out these responsibilities by providing public information and instructions prior to and during emergencies.

3. Local government is responsible for organizing, training, and equipping local emergency responders and emergency management personnel, providing appropriate emergency facilities, providing suitable warning and communications systems, and contracting for emergency services. The state and federal governments offer programs that provide some assistance with portions of these responsibilities.

4. To achieve our objectives, the City of Leander has an organized emergency management program that is both integrated (employs the resources of government, organized volunteer groups, and businesses) and comprehensive (addresses mitigation, preparedness, response, and recovery). This plan is one element of our preparedness activities.

5. This plan is based on an all-hazard approach to emergency planning. It addresses general functions that may need to be performed during any emergency and is not a collection of plans for specific types of Incidents. For example, the Warning annex addresses techniques that can be used to warn the public during any emergency, whatever the cause.

6. Departments and agencies tasked with this plan are expected to develop and keep current standard operating procedures that describe how emergency tasks will be performed. Departments and agencies are charged with ensuring the training and equipment necessary for an appropriate response are in place.

7. This plan is based on the concept that the emergency functions that must be performed by many departments or agencies generally parallel some of their normal day-to-day functions. To the extent possible, the same personnel and material resources used for day-to-day activities will be deployed during emergency situations. Because personnel and equipment resources are limited, some routine functions that do not contribute directly to the emergency may be suspended for the duration of an emergency. The personnel, equipment, and supplies that would normally be required for those functions will be redirected to accomplish emergency tasks.

8. The City of Leander has adopted the National Incident Management System (NIMS) in accordance with the President's Homeland Security Directive (HSPD)-5. Our adoption of NIMS will provide a consistent approach to the effective management of situations involving natural or man-made disasters, or terrorism. NIMS allows us to integrate response activities using a set of standardized organizational structures designed to improve interoperability between all levels of government, the private sector, and nongovernmental organizations.

9. This plan, in accordance with the National Response Framework (NRF), is an integral part of the national effort to prevent, and reduce America's vulnerability to terrorism, major disasters, and other emergencies, minimize the damage and recover from attacks, major disasters, and other emergencies that occur. In the event of an Incident of national significance, as defined in HSPD-5, the City of Leander will integrate all operations with all levels of government, private sector, and nongovernmental organizations through the use of NRF coordinating structures, processes, and protocols.

C. Operational Guidance

The City of Leander will employ the six components of the NIMS in all operations, which will provide a standardized framework that facilitates operations in all phases of emergency management. Attachment 6 provides further details on the NIMS.

1. Initial Response. Emergency responders are likely to be the first on the scene of an emergency. They will normally take charge and remain in charge of the incident until it is resolved or others who have the legal authority to do so assume responsibility. They will seek guidance and direction from local officials and seek technical assistance from state and federal agencies and industry where appropriate.

2. Implementation of ICS

    a. The first local emergency responder to arrive at the scene of an emergency situation will implement the incident command system and serve as the incident commander until relieved by a more senior or more qualified individual. The incident commander will establish an incident command post (ICP) and provide an assessment of the situation to local officials, identify response resources required, and direct the on- scene response from the ICP.

    b. For some types of emergency situations, a specific incident scene may not exist in the initial response phase and the EOC may accomplish initial response actions, such as mobilizing personnel and equipment and issuing a precautionary warning to the public. As the potential threat becomes clearer and a specific impact site or sites are identified, an incident command post may be established, and direction and control of the response transitioned to the Incident Commander.

3. Source and Use Resources.

    a. The City of Leander will use our resources, all of which meet the requirements for resource management in accordance with the NIMS, to respond to emergency

situations, purchase supplies and equipment if necessary, and request assistance if our resources are insufficient or inappropriate. §418.102 of the Government Code provides that the county should be the first channel through which a municipality requests assistance when its resources are exceeded. If additional resources are required, the City of Leander may:

1) Request other local government resources as outlined in Texas Government Code 791.027.

2) Summon emergency service resources that the City of Leander has through agreement or contract.

3) Request assistance from volunteer groups active in disasters.

4) Request assistance from industry or individuals who have the resources needed to deal with the emergency situation.

b. When external agencies respond to an emergency situation within the City of Leander, they are expected to conform to the guidance and direction provided by our incident commander, which will be in accordance with the NIMS.

D. Incident Command Systems

1. The City of Leander employs ICS, an integral part of the NIMS, in managing emergencies. ICS is both a strategy and a set of organizational arrangements for directing and controlling field operations. It is designed to effectively integrate resources from different agencies into a temporary emergency organization at an incident site that can expand and contract with the magnitude of the incident and resources on hand. A summary of ICS is provided in Attachment 6.

2. The incident commander is responsible for carrying out the ICS function of command - managing the incident. The four other major management activities that form the basis of ICS are operations, planning, logistics, and finance/administration. For small-scale incidents, the incident commander and one or two individuals may perform all of these functions. For larger incidents, several individuals from different departments or agencies may be assigned to separate staff sections charged with those functions.

3. An incident commander using response resources from one or two departments or agencies can handle the majority of emergency situations. Departments or agencies participating in this type of incident response will normally obtain support through their department or agency.

4. In emergency situations where other jurisdictions or the state or federal government are providing significant response resources or technical assistance, it is generally desirable to transition from the normal ICS structure to a Unified or Area Command structure. This

arrangement helps to ensure that all participating agencies are involved in developing objectives and strategies to deal with the emergency. Attachment 6 provides additional information on Unified and Area Commands.

E. ICS – EOC Interface

1. For major emergencies and disasters, the City of Leander Emergency Operations Center (EOC) will be activated. When the EOC is activated, it is essential to establish a division of responsibilities between the incident command post and the EOC. A general division of responsibilities is outlined below. A precise division of responsibilities must be determined for specific emergency operations.

2. The incident commander is generally responsible for field operations, including:

    1) Isolating the scene.
    2) Directing and controlling the on-scene response to the emergency situation and managing the emergency resources committed there.
    3) Warning the population in the area of the incident and providing emergency instructions to them.
    4) Determining and implementing protective measures (evacuation or in-place sheltering) for the population in the immediate area of the incident and emergency responders at the scene.
    5) Implementing traffic control arrangements in and around the incident scene.
    6) Requesting additional resources from the EOC.

3. The EOC is generally responsible for:

    1) Providing resource support for the incident command operations.
    2) Issuing community-wide warning.
    3) Issuing instructions and providing information to the general public.
    4) Organizing and implementing large-scale evacuation.
    5) Organizing and implementing shelter and mass arrangements for evacuees.
    6) Coordinating traffic control for large-scale evacuations.
    7) Requesting assistance from the State and other external sources.

4. In some large-scale emergencies or disasters, emergency operations with different objectives may be conducted at geographically separated scenes. In such situations, more than one incident command operation may be established. If this situation occurs, a transition to an Area Command or a Unified Area Command is desirable, and the allocation of resources to specific field operations will be coordinated through the EOC.

F. State, Federal & Other Assistance

1. State & Federal Assistance

a. If local resources are inadequate to deal with an emergency situation, the City of Leander will request assistance from the county first, then the State. State assistance furnished to local governments is intended to supplement local resources and not substitute for such resources, including mutual aid resources, equipment purchases or leases, or resources covered by emergency service contracts. As noted previously, cities must request assistance from their county before requesting state assistance.

b. Requests for state assistance should be made to the Disaster District Chairperson (DDC), who is located at the Texas Division of Emergency Management Office in Austin, Texas, and to the State Operations Center (SOC). In essence, state emergency assistance to local governments begins at the District Coordinator level and the key person to validate a request for, obtain, and provide that state assistance and support is the DDC Chairperson. A request for state assistance must be made by the chief elected official or EMC and may be made by telephone, fax, email, through Web EOC, or the STAR Web Form located at "star.tdem.texas.gov". The DDC Chairperson has the authority to utilize all state resources within the district to respond to a request for assistance, with the exception of the National Guard. The use of National Guard resources requires the approval of the Governor.

c. The Disaster District staff will forward requests for assistance that cannot be satisfied by state resources within the District to the State Operations Center (SOC) in Austin for action.

2. Other Assistance

a. If resources required to control an emergency situation are not available within the State, the Governor may request assistance from other states pursuant to several interstate compacts or the federal government through the Federal Emergency Management Agency (FEMA).

b. For major emergencies and disasters for which a Presidential declaration has been issued, federal agencies may be mobilized to assist states and local governments. The National Response Framework (NRF) describes the policies, planning assumptions, the concept of operations, and the responsibilities of designated federal agencies for various response and recovery functions. The Nuclear/Radiological Incident ESF #10 of the NRF addresses the federal response to major incidents involving radioactive materials.

c. FEMA has the primary responsibility for coordinating federal disaster assistance. No direct federal disaster assistance is authorized before a Presidential emergency or disaster declaration, but FEMA has limited authority to stage initial response resources near the disaster site and activate command and control structures prior to a declaration and the Department of Defense has the authority to commit its

resources to save lives prior to an emergency or disaster declaration. See ESF #14, Long-Term Community Recovery, for additional information on the assistance that may be available during disaster recovery.

d. The National Response Framework (NRF) applies to Stafford and non-Stafford Act incidents and is designed to accommodate not only actual incidents but also the threat of incidents. Therefore, NRF implementation is possible under a greater range of incidents.

G. Emergency Authorities

1. Key federal, state, and local legal authorities pertaining to emergency management are listed in Section I of this plan.

2. Texas statutes and the Executive Order of the Governor Relating to Emergency.

3. Management provides local government, principally the chief elected official, with a number of plenary powers to control emergencies. If necessary, the City of Leander shall use these powers during emergencies. These powers include:

   a. **Emergency Declaration**. In the event of a riot or civil disorder, the County Judge/Mayor may request the Governor to issue an emergency declaration for this jurisdiction and take action to control the situation. The use of the emergency declaration is described below.

   b. **Disaster Declaration**. When an emergency situation has caused severe damage, injury, or loss of life or it appears likely to do so, the County Judge/Mayor may by executive order or proclamation declare a local state of disaster. The County Judge/Mayor may subsequently issue orders or proclamations referencing that declaration to invoke certain emergency powers granted to the Governor in the Texas Disaster Act on an appropriate local scale in order to cope with the disaster. These powers include:

      1) Suspending procedural laws and rules to facilitate a timely response.
      2) Using all available resources of government and commandeering private property, subject to compensation, to cope with the disaster.
      3) Restricting the movement of people and occupancy of premises.
      4) Prohibiting the sale or transportation of certain substances.
      5) Implementing price controls.

      A local disaster declaration activates the recovery and rehabilitation aspects of this plan. A local disaster declaration is required to obtain state and federal disaster recovery assistance.

c. **Authority for Evacuations**. State law provides a county judge or mayor with the authority to order the evacuation of all or part of the population from a stricken or threatened area within their respective jurisdictions.

H. Actions by Phases of Emergency Management

1. This plan addresses emergency actions that are conducted during all four phases of emergency management.

a. Mitigation

The City of Leander will conduct mitigation activities as an integral part of our emergency management program. Mitigation is intended to eliminate hazards, reduce the probability of hazards causing an emergency situation, or lessen the consequences of unavoidable hazards. Mitigation should be a pre-disaster activity, although mitigation may also occur in the aftermath of an emergency situation with the intent of avoiding repetition of the situation. The City of Leander's mitigation program is outlined in the City of Leander's Mitigation Plan.

b. Preparedness

The City of Leander will conduct preparedness activities to develop the response capabilities needed in the event of an emergency. Among the preparedness activities included in the emergency management program are:

1) Providing emergency equipment and facilities.
2) Emergency planning, including maintaining this plan, its ESF, and appropriate SOPs.
3) Conducting or arranging appropriate training for emergency responders, emergency management personnel, other local officials, and volunteer groups who assist us during emergencies.
4) Conducting periodic drills and exercises to test our plans and training.

c. Response

The City of Leander will respond to emergency situations effectively and efficiently. The focus of most of this plan and its ESFs is on planning for the response to emergencies. Response operations are intended to resolve an emergency situation while minimizing casualties and property damage. Response activities include warning, emergency medical services, firefighting, law enforcement operations, evacuation, shelter and mass care, emergency public information, search, and rescue, as well as other associated functions.

d. Recovery

If a disaster occurs, The City of Leander will coordinate a recovery program that involves both short-term and long-term efforts. Short-term operations seek to restore vital services to the community and provide for the basic needs of the public. Long-term recovery focuses on restoring the community to its normal state. The federal government, pursuant to the Stafford Act, provides disaster recovery assistance. The recovery process includes assistance to individuals, businesses, the government, and other public institutions. Examples of recovery programs include temporary housing, restoration of government services, debris removal, restoration of utilities, disaster mental health services, and reconstruction of damaged roads and bridges. The recovery program is outlined in ESF #14, Long–Term Community Recovery.

VI. ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

A. Organization

1. General

   Most departments and agencies of local government have emergency functions in addition to their normal day-to-day duties. During emergencies, the normal organizational arrangements are modified to facilitate emergency operations. The governmental organization for emergencies includes an executive group, emergency services, and support services. Attachment 3 depicts the organization for emergency management.

2. Executive Group

   The Executive Group provides guidance and direction for emergency management programs and emergency response and recovery operations. The Executive Group includes the Mayor, City Manager, Fire Chief, and Emergency Management Coordinator.

3. Emergency Services

   Emergency Services include the Incident Commander and those departments, agencies, and groups with primary emergency response actions. The incident commander is the person in charge at an incident site.

4. Emergency Support Services

   This group includes departments and agencies that support and sustain emergency responders and also coordinate emergency assistance provided by organized volunteer organizations, businesses and industry, and other sources.

5. Volunteer and Other Services

   This group includes organized volunteer groups and businesses that have agreed to provide certain support for emergency operations.

B. Assignment of Responsibilities

1. General

   For most emergency functions, successful operations require a coordinated effort from a number of departments, agencies, and groups. To facilitate a coordinated effort, Federal Emergency Management Agency, an element of the U.S. Department of Homeland Security personnel is assigned primary responsibility for planning and coordinating specific emergency functions. Generally, primary responsibility for an emergency function will be assigned to an individual from the department or agency that has legal responsibility for that function or possesses the most appropriate knowledge and skills. Other officials, departments, and agencies may be assigned support responsibilities for specific emergency

functions. Attachment 4 summarizes the general emergency ESF responsibilities of local officials, department and agency heads, and/or other personnel.

The department having primary responsibility for an emergency function is normally responsible for coordinating the preparation of and maintaining that portion of the emergency plan that addresses that function. Plan, ESF and Annex assignments are outlined in Attachment 4. Listed below are general responsibilities assigned to the Executive Group, Emergency Services, Support Services, and other Support Agencies.

2. Executive Group Responsibilities

   a. The Mayor will:

      1) Establish objectives and priorities for the emergency management program and provide general policy guidance on the conduct of that program.
      2) Monitor the emergency response during disaster situations and provides direction where appropriate.
      3) With the assistance of the Public Information Officer, keep the public informed during emergency situations.
      4) With the assistance of the legal staff, declare a local state of disaster, request the Governor declare a state of emergency, or invoke the emergency powers of government when necessary.
      5) Request assistance from other local governments or the State when necessary.
      6) Direct activation of the EOC.

   b. The City Manager will:

      1) Implement the policies and decisions of the governing body relating to emergency management.
      2) Organize the emergency management program and identifies personnel, equipment, and facility needs.
      3) Assign emergency management program tasks to departments and agencies.
      4) Ensure that departments and agencies participate in emergency planning, training, and exercise activities.
      5) Coordinate the operational response of local emergency services.
      6) Coordinate activation of the EOC and supervise its operation.

c. The Emergency Management Coordinator will:

1) Serve as the staff advisor to our Mayor/City Manager on emergency management matters.
2) Keeps the Mayor/City Manager governing body apprised of our preparedness status and emergency management needs.
3) Coordinate local planning and preparedness activities and the maintenance of this plan.
4) Prepare and maintain a resource inventory.
5) Arrange appropriate training for local emergency management personnel and emergency responders.
6) Coordinate periodic emergency exercises to test plans and training.
7) Manage the EOC, develop procedures for its operation, and conduct training for those who staff it.
8) Activate the EOC when required.
9) Perform day-to-day liaison with the state emergency management staff and other local emergency management personnel.
10) Coordinate with organized volunteer groups and businesses regarding emergency operations.

3. Common Responsibilities

a. All emergency services and support services will:

1) Provide personnel, equipment, and supplies to support emergency operations upon request.
2) Develop and maintain SOPs for emergency tasks.
3) Provide trained personnel to staff the incident command post and EOC and conduct emergency operations.
4) Provide current information on emergency resources for inclusion in the Resources List in Appendix 1 to ESF #7, Logistics Management and Resource Support.
5) Report information regarding emergency situations and damage to facilities and equipment to the Incident Commander or the EOC.

4. Emergency Services Responsibilities

a. The Incident Commander

1) Manage emergency response resources and operations at the incident site command post to resolve the emergency situation.
2) Determine and implement required protective actions for response personnel and the public at an incident site.

b. Warning

1) Primary responsibility for this function is assigned to the EMC who will prepare and maintain the Warning annex to this plan and supporting SOPs.

2) Emergency tasks to be performed include:

a) Receive information on emergency situations.
b) Alert key local officials of emergency situations.
c) Disseminate warning information and instructions to the public through available warning systems ensuring the needs of the whole community are addressed.
d) Disseminate warnings and instructions to institutional facilities such as schools and hospitals.

c. Communications

1) Primary responsibility for this function is assigned to Information Technology, assigned to public safety who will prepare and maintain ESF #2 – Communications and Technology to this plan and supporting SOPs.

2) Emergency tasks to be performed include:

a) Identify the communications systems available in the local area and determine the connectivity of those systems, and ensure their interoperability.
b) Develop plans and procedures for coordinated use of the various communications systems available in this jurisdiction during emergencies.
c) Determine and implement means of augmenting communications during emergencies, including support from volunteer organizations.

d. Radiological Protection

1) Primary responsibility for this function is assigned to the Fire Chief who will maintain ESF #10 – Oil and Hazardous Material Response to this plan and supporting SOPs.

2) Emergency tasks to be performed include:

a) Maintain inventory of radiological equipment.
b) Ensure response forces include personnel with current training in radiological monitoring and decontamination.
c) Respond to radiological incidents and terrorist incidents involving radiological materials.
d) Make notifications concerning radiological incidents to state and federal authorities.

e. Evacuation

1) Primary responsibility for this function is assigned to the EMC with law enforcement assistance, who will prepare and maintain ESF #13- Public Safety and Security to this plan and supporting SOPs.

2) Emergency tasks to be performed include:

a) Identify areas where evacuation has occurred or may in the future, and determine the population at risk.
b) Perform evacuation planning for known risk areas to include route selection and determination of traffic control requirements.
c) Develop simplified planning procedures for ad hoc evacuations.
d) Determine emergency public information requirements ensuring the needs of the whole community are addressed.
e) Assist in evacuation planning for individuals with functional and access needs and institutional facilities (schools, hospitals, nursing homes, and other institutions).

f. Firefighting

1) Primary responsibility for this function is assigned to the Fire Chief, who will prepare and maintain ESF #4 – Firefighting to this plan and supporting SOPs.

2) Emergency tasks to be performed may include:

a) Fire prevention activities.
b) Fire detection and control.
c) Hazardous material and oil spill response.
d) Terrorist incident response.
e) Evacuation support.
f) Fire safety inspection of temporary shelters.
g) Prepare and maintain fire resource inventory.

g. Law Enforcement

1) Primary responsibility for this function is assigned to the Police Chief, who will prepare and maintain ESF #13 – Public Safety and Security to this plan and supporting SOPs.

2) Emergency tasks to be performed include:

a) Maintenance of law and order.
b) Traffic control.
c) Terrorist incident response.
d) Provision of security for vital facilities, evacuated areas, and shelters.
e) Access control for damaged or contaminated areas.
f) Warning support.
g) Post-incident reconnaissance and damage assessment.
h) Prepare and maintain law enforcement resource inventory.

h. Health and Medical Services

1) Primary responsibility for this function is assigned to the Fire Department in coordination with the Williamson County & Cities Health District and Williamson County Emergency Medical Services who will prepare and maintain ESF #8 – Public Health and Medical Services to this plan and supporting SOPs.

2) Emergency tasks to be performed include:

a) Coordinate health and medical care and EMS support during emergency situations.
b) Public health information and education.
c) Inspection of food and water supplies.
d) Develop emergency public health regulations and orders.
e) Coordinate collection, identification, and interment of deceased victims.

i. Direction and Control

1) Primary responsibility for this function is assigned to the City Manager and EMC, who will prepare and maintain ESF #5 – Emergency Management to this plan and supporting SOPs.

2) Emergency tasks to be performed include:

a) Direct and control our local Public Safety and Support Agencies.
b) Maintain coordination with neighboring jurisdictions and the Disaster District 12 in Austin, Texas.

c) Maintain the EOC in an operating mode or be able to convert the designated facility space into an operable EOC rapidly.
d) Assigns representatives, by title, to report to the EOC and develops procedures for training.
e) Develops and identifies the duties of the staff, use of displays and message forms, and procedures for EOC activation.
f) Coordinates the evacuation of areas at risk.

j. Hazardous Materials & Oil Spills

1) The primary responsibility for this function is assigned to the Fire Chief in coordination with the Williamson County Hazardous Material Response Team if needed, who will prepare and maintain ESF #10 – Oil and Hazardous Materials Response to this plan and supporting SOPs.

2) Emergency tasks to be performed include:

a) In accordance with OSHA regulations, establish ICS to manage the response to hazardous materials incidents.
b) Establish the hazmat incident functional areas (e.g., Hot Zone, Cool Zone, Cold Zone, etc.)
c) Determine and implement requirements for personal protective equipment for emergency responders.
d) Initiate appropriate actions to control and eliminate the hazard in accordance with established hazmat response guidance and SOPs.
e) Determine areas at risk and which public protective actions, if any, should be implemented.
f) Apply appropriate firefighting techniques if the incident has, or may, result in a fire.
g) Determines when affected areas may be safely re-entered.

k. Search and Rescue

1) The primary responsibility for this function is assigned to the Fire Department, who will prepare and maintain ESF #9 - Search and Rescue to this plan and supporting SOPs.

2) Emergency tasks to be performed include:

a) Coordinate and conduct search and rescue activities.
b) Identify requirements for specialized resources to support rescue operations.
c) Coordinate external technical assistance and equipment support for search and rescue operations.

l. Terrorist Incident Response

1) Primary responsibility for this function is assigned to the Police Chief who will prepare and maintain ESF #13 – Public Safety and Security to this plan and supporting SOPs.

2) Emergency tasks to be performed include:

a) Coordinate and carry out defensive anti-terrorist activities, including criminal intelligence, investigation, protection of facilities, and public awareness activities.
b) Coordinate and carry out offensive counter-terrorist operations to neutralize terrorist activities.
c) Carry out terrorism consequence operations conducted in the aftermath of a terrorist incident to save lives and protect public and private property.
d) Ensure required notification of terrorist incidents is made to state and federal authorities.

5. Support Services Responsibilities

a. Shelter and Mass Care

1) Primary responsibility for this function is assigned to the Fire Department's EMC who, in coordination with the American Red Cross will prepare and maintain ESF #6- Mass Care, Emergency Assistance, Housing, and Human Services to this plan and supporting SOPs

2) Emergency tasks to be performed include:

a) Perform emergency shelter and mass care planning.
b) Coordinate and conduct shelter and mass care operations with our other departments, relief agencies, and volunteer groups.

b. Public Information

1) Primary responsibility for this function is assigned to the City Public Information Officer, who will prepare and maintain ESF #15 – External Affairs to this plan and supporting SOPs.

2) Emergency tasks to be performed include:

a) Establish a Joint Information Center (JIC)
b) Conduct ongoing hazard awareness and public education programs.
c) Pursuant to the Joint Information System (JIS), compile and release information and instructions for the public during emergencies and respond to questions relating to emergency operations.

d) Provide information to the media and the public during emergency situations.
e) Arrange for media briefings.
f) Compiles print and photo documentation of emergency situations.
g) Update and monitor Social Media outlets.

c. Recovery

1) Primary responsibility for this function is assigned to the Risk Manager who will in coordination with the EMC prepare and maintains ESF #14 – Long-Term Community Recovery to this plan and supporting SOPs.

2) Emergency tasks to be performed include:

a) Establish and train a damage assessment team using local personnel. Coordinate the efforts of that team with state and federal damage assessment personnel who may be dispatched to assist us.
b) Assess and compile information on damage to public and private property and the needs of disaster victims and formulate and carry out programs to fill those needs.
c) If damages are beyond our capability to deal with, compile information for use by our elected officials in requesting state or federal disaster assistance.
d) If the City of Leander is determined to be eligible for state or federal disaster assistance, coordinate with state and federal agencies to carry out authorized recovery programs.

d. Public Works & Engineering

1) Primary responsibility for this function is assigned to the Public Works Director who will prepare and maintain ESF #3 - Public Works & Engineering to this plan and supporting SOPs.

2) Emergency tasks to be performed include:

a) Protect government facilities and vital equipment where possible.
b) Assess damage to streets, bridges, traffic control devices, and other public facilities.
c) Direct temporary repair of vital facilities.
d) Restore damaged roads and bridges.
e) Restore waste treatment and disposal systems.
f) Arrange for debris removal.
g) General damage assessment support.
h) Building inspection support.
i) Provide specialized equipment to support emergency operations.
j) Support traffic control and search and rescue operations.

e. Utilities

1) Primary responsibility for this function is assigned to the City Engineer and utility service providers, who will prepare and maintain ESF #12 - Energy to this plan and supporting SOPs

2) Emergency tasks to be performed include:

a) Prioritize restoration of utility service to vital facilities and other facilities.
b) Arrange for the provision of emergency power sources where required.
c) Identify requirements for emergency drinking water and portable toilets for the department or agency responsible for mass care.
d) Assess damage to, repair, and restore public utilities.
e) Monitor recovery activities of privately owned utilities.

f. Resource Management

1) Primary responsibility for this function is assigned to the Fire Department's Resource Manager who will prepare and maintain ESF #7 – Logistic Management and Resource Support to this plan and supporting SOPs.

2) Emergency tasks to be performed include:

a) Maintain an inventory of emergency resources.
b) During emergency operations, locates supplies, equipment, and personnel to meet specific needs.
c) Maintain a list of suppliers for supplies and equipment needed immediately in the aftermath of an emergency.
d) Establish emergency purchasing procedures and coordinate emergency procurements.
e) Coordinate transportation, sorting, temporary storage, and distribution of resources during emergency situations.
f) Establish staging areas for resources, if required.

3) During emergency operations, identify to the Donations Management Coordinator those goods, services, and personnel that is needed.

4) Maintain records of emergency-related expenditures for purchases and personnel.

g. Human Services

1) Primary responsibility for this function is assigned to the Director of Park Services who will in coordination with the EMC, prepares and maintain ESF #6 – Mass Care, Emergency Assistance, Housing, and Human Services to this plan and supporting SOPs

2) Emergency tasks to be performed include:

a) Identify emergency feeding sites.
b) Identify sources of clothing for disaster victims.
c) Secure emergency food supplies.
d) Assist in the operation of shelter facilities, whether operated by local government, local volunteer groups, or organized disaster relief agencies such as the American Red Cross.
e) Assist in special care requirements for disaster victims such as the aged, functional and access needs individuals and others.
f) Coordinate the provision of disaster mental health services to disaster victims, emergency workers, and/or others suffering trauma due to the emergency incident/disaster.

h. Hazard Mitigation

1) The primary responsibility for this function is assigned to the EMC who will prepare and maintain the Hazard Mitigation Plan and supporting SOPs.

2) Emergency tasks to be performed include:

a) Maintain the local Hazard Analysis along with the Hazard Mitigation Action Plan (HMAP).
b) Identify beneficial pre-disaster hazard mitigation projects and seek approval from local officials to implement such projects.
c) In the aftermath of an emergency, determine appropriate actions to mitigate the situation and coordinate the implementation of those actions.
d) Coordinate and carry out post-disaster hazard mitigation program.

i. Transportation

1) The primary responsibility for this function is assigned to the Public Works Department. The Police Department will also assist. If the situation warrants, assistance may be coordinated with the transportation officer with Capital Metropolitan Transportation Authority (CapMetro). CapMetro provides bus and rail service to and from Leander, as well as on-demand pickup service. An Interlocal Agreement exists between CapMetro and the City of Leander. The Public Works department will maintain ESF #1 - Transportation to this plan and supporting SOPs. See Attachment 5 Summary of Agreements and Contracts.

2) Emergency tasks to be performed include:

a) Identifies local public and private transportation resources and coordinates their use in emergencies.
b) Assists in the deployment of transportation equipment to support emergency operations.
c) Establishes and maintains a reserve pool of drivers, maintenance personnel, parts, and tools.
d) Maintains records on the use of transportation equipment and personnel for purpose of possible reimbursement.

j. Donations Management

1) The primary responsibility for this function is assigned to the Fire Department and Library, who will prepare and maintain the Volunteer and Donation Management annex to this plan.

2) Emergency tasks to be performed include:

a) Compile resource requirements identified by the Resource Management staff.
b) Solicit donations to meet specific needs.
c) Establish and implement procedures to receive, accept or turn down offers of donated goods and services.
d) In coordination with the Resource Management staff, establish a facility to receive, sort, and distribute donated goods.

k. Legal

1) The primary responsibility for this function is assigned to the City Attorney, who will prepare and maintain any supporting documents to this plans.

2) Emergency tasks to be performed include:

a) Advise local officials on the emergency powers of local government and procedures for invoking those measures.
b) Review and advise our officials on possible legal issues arising from disaster operations.
c) Prepare and/or recommend legislation to implement the emergency powers that may be required during an emergency.
d) Advise local officials and department heads on record-keeping requirements and other documentation necessary for the exercising of emergency powers.

6. Volunteers & Other Services

a. Volunteer Groups. The Central Texas Region has an extensive VOAD network consisting of numerous NGOs that are vetted by the County to assist the community

during times of disasters. The following are some of the many with whom the City of Leander coordinates disaster relief services:

1) Central Texas Chapter, American Red Cross (ARC)

   Provides shelter management, feeding at fixed facilities and through mobile units, first aid, replacement of eyeglasses and medications, provision of basic clothing, and limited financial assistance to those affected by emergencies. The Red Cross also provides feeding for emergency workers.

2) The Salvation Army

   Provides emergency assistance including mass and mobile feeding, temporary shelter, counseling, missing person services, medical assistance, and the warehousing and distribution of donated goods including food clothing, and household items. It also provides referrals to government and private agencies for special services.

3) Austin Disaster Relief Network (ADRN)

   Provides Emergency Assistance to include temporary shelter within a network of Churches, warehousing and distribution of goods, emotional/spiritual care teams, Emergency call center, clean-up teams, volunteer management, long-term care such as sponsoring families through financial, food, clothing and transportation support.

4) Amateur Radio Emergency Services (ARES)

   The Amateur Radio Emergency Services (ARES) provides amateur radio support for emergency operations, including communications support in the EOC. This resource can be requested from Williamson County OEM.

5) Community Emergency Response Team (CERT)

   Under the direction of the Leander EMC, the Leander Community Emergency Response Team (CERT) provides emergency response efforts for the community of Leander. The CERT should first provide emergency support for themselves and their families as needed, then their community as requested. They assist the EMC with directed tasks or may be structured under the Operations Section of Incident Command.

6) Business Support.
   There are no businesses or industries identified to provide emergency support without charge.

VII. DIRECTION AND CONTROL

A. General

1. The Mayor is responsible for establishing objectives and policies for emergency management and providing general guidance for disaster response and recovery operations, all in compliance with the NIMS. During disasters, he/she may carry out those responsibilities from the EOC.

2. The EMC will provide overall coordination of the response activities. During major emergencies and disasters, he/she will normally carry out those responsibilities from the EOC.

3. The EMC will manage the EOC.

4. The Incident Commander, assisted by a staff sufficient for the tasks to be performed, will manage the emergency response at an incident site.

5. During emergency operations, department heads retain administrative and policy control over their employees and equipment. However, personnel and equipment will carry out mission assignments directed by the incident commander. Each department and agency is responsible for having its operating procedures to be followed during response operations, but interagency procedures, such as a common communications protocol, may be adapted to facilitate the coordinated effort.

6. If the City of Leander's resources is insufficient or inappropriate to deal with an emergency, The City of Leander may request assistance from other jurisdictions, organized volunteer groups, or the State. The process for requesting State or federal assistance is covered in section V. Concept of Operations F. State, Federal & Other Assistance of this plan; and the Request for Assistance STAR Web Form located at “star.tdem.texas.gov”.

B. Emergency Facilities

1. Incident Command Post. Except when an emergency threatens, but has not yet occurred, and those situations for which there is no specific hazard impact site (such as a severe winter storm or area-wide utility outage), an incident command post or command posts will be established in the vicinity of the incident site(s). As noted previously, the incident commander will be responsible for directing the emergency response and managing the resources at the incident scene.

2. Emergency Operating Center. When major emergencies and disasters have occurred or appear imminent, the City of Leander EOC located at 101 E. Sonny Dr., Leander, Texas 78641 will be activated.

3. The following individuals are authorized to activate the EOC:

a) Mayor/City Manager
b) EMC/Assistant EMC
c) Senior Public Safety Officials

4. The general responsibilities of the EOC are to:

   a) Assemble accurate information on the emergency and current resource data to allow local officials to make informed decisions on courses of action.
   b) Work with representatives of emergency services, determine and prioritize required response actions and coordinate their implementation.
   c) Provide resource support for emergency operations.
   d) Coordinate the suspension or curtail government services, recommend the closure of schools and businesses, and cancellation of public events.
   e) Organize and activate large-scale evacuation and mass care operations.
   f) Provide emergency information to the public.

5. Representatives of those departments and agencies assigned emergency functions in this plan will staff the EOC. EOC operations are addressed in ESF #5 (Emergency Management). The interface between the EOC and the incident command system is described in paragraph V.E above.

6. An alternate EOC is identified and it has the capability as well as the capacity to support emergency functions in the event the Primary EOC renders to be unusable.

7. Williamson County has a mobile command and control vehicle, operated by the Williamson County Office of Emergency Management which – upon request - may be used as an incident command post.

C. Line of Succession

1. The line of succession for the Mayor is:

    a) Mayor Pro Term

2. The line of succession for the City Manager is:

    a) Executive Director of Finance
    b) Executive Director of Infrastructure
    Or
    c) Chief of Staff

3. The lines of succession for the Emergency Management Coordinator are:

    a) Assistant EMC
    b) Emergency Management Specialist

4. The lines of succession for each of the department and agency heads shall be in accordance with the SOPs established by those departments and agencies.

VIII. READINESS LEVELS

Many emergencies follow some recognizable build-up period during which actions can be taken to achieve a gradually increasing state of readiness. The City of Leander uses a four-tier system. Readiness Levels will be determined by the Mayor/City Manager or, for certain circumstances, the Emergency Management Coordinator. General actions to be taken at each readiness level are outlined in the ESF to this plan; more specific actions will be detailed in departmental or agency SOPs.

The following Readiness Levels will be used as a means of increasing our alert posture:

1. **Level IV: Normal Condition**

    - No significant emergency is present. Daily Operations continues to conduct normal business and monitors for any natural and technological threats.
    - One or more departments respond to handle the incident; an incident command post may be established. Limited assistance may be requested from other jurisdictions pursuant to established inter-local agreements.
    - Typical Events: Daily emergency responses, high profile visitor(s), weather and threat monitoring.
    - Typical Notification: Emergency management, fire department, law enforcement, public works, as needed.

2. **Level III: Increased Readiness**

    - A significant emergency has not yet occurred, but a higher-than-normal level of readiness is warranted because of increased vulnerability to a specific hazard.
    - Coordination activities may increase.
    - Typical Events: Severe weather system development (Thunderstorm Watch, Tornado Watch, Flash Flood Watch, etc.), mass gathering, any escalating or immediate risk to the impact area.
    - Typical Notification: Emergency management, fire department, law enforcement, public works.

3. **Level II: Escalated Response Condition**

    - A significant emergency is occurring or has occurred. The scope of the emergency has not expanded beyond that which can be handled by local responders. Depending upon the incident or event; the EOC increases staffing, expands hours of operation, and intensifies coordination
    - Requests for mutual aid resources for emergency assistance may be received and/or requested.
    - Appropriate officials and department heads are briefed on the current situation and anticipated impacts.

- Typical Events: storm warnings, widespread flash flooding, winter storm, pandemics, etc.
- Typical Notification: Emergency management, fire department, law enforcement, public works, public information officials as needed.

4. Level I: Emergency Conditions

- The scope of the incident has expanded beyond the response capability of the City of Leander. The SOC is staffed with representatives from emergency management, fire department, law enforcement, public works, public information office, finance department, and other agencies and organizations deemed necessary by the EMC.
- The EOC will remain operational for the duration of the incident. The SOC fulfills requests for assistance from local governments and may seek intrastate mutual aid and/or federal aid as needed.
- Typical Events: Large-scale evacuation and sheltering for specific parts of the impact area due to a major incident (major tornado impact, major wildfire, etc.), civil disorder, community-wide threats such as a large hazardous materials spill, or wide-scale flooding.
- Typical notification: mayor, city manager, public information officer, department heads, emergency management, fire department, law enforcement, and public works.

IX. ADMINISTRATION AND SUPPORT

A. Agreements and Contracts

1. If the City of Leander's resources proves to be inadequate during an emergency; requests will be made for assistance from other local jurisdictions, other agencies, and industry in accordance with existing mutual-aid agreements and contracts. Such assistance may include equipment, supplies, or personnel. All agreements will be entered into by authorized officials and should be in writing whenever possible. Agreements and contracts should identify the local officials authorized to request assistance pursuant to those documents.

2. Any agreements and contracts pertinent to emergency management that the City of Leander is a party to are summarized in Attachment 5.

B. Reports

1. Hazardous Materials Spill Reporting. A release of hazardous materials of a type or quantity must be reported to state and federal agencies and the department or agency responsible for the spill shall make the required report. See ESF #10, Oil and Hazardous Material Response, for more information. If the party responsible for a reportable spill cannot be located, the Incident Commander/HAZMAT Coordinator shall ensure that the required report(s) are made.

2. Initial Emergency Report. This short report should be prepared and transmitted by the EOC when an ongoing emergency incident appears likely to worsen and the City of Leander may need assistance from other local governments or the State. See ESF #5, Emergency Management for the format and instructions for this report.

3. Situation Report. A daily situation report should be prepared and distributed by the EOC during major emergencies or disasters. See ESF #5, Emergency Management, for the format and instructions for this report.

4. Other Reports. Several other reports covering specific functions are described in the ESFs

C. Records

1. Record Keeping for Emergency Operations

   The City of Leander is responsible for establishing the administrative controls necessary to manage the expenditure of funds and to provide reasonable accountability and justification for expenditures made to support emergency operations. This shall be done in accordance with the established local fiscal policies and standard cost accounting procedures.

a. Activity Logs. The Incident Command Post and the EOC shall maintain accurate logs recording key response activities, including:

   1) Activation or deactivation of emergency facilities.
   2) Emergency notifications to other local governments and state and federal agencies.
   3) Significant changes in the emergency situation.
   4) Major commitments of resources or requests for additional resources from external sources.
   5) Issuance of protective action recommendations to the public.
   6) Evacuations.
   7) Casualties.
   8) Containment or termination of the incident.

b. Incident Costs. All departments and agencies shall maintain records summarizing the use of personnel, equipment, and supplies during the response to day-to-day incidents to obtain an estimate of annual emergency response costs that can be used in preparing future department or agency budgets.

c. Emergency or Disaster Costs. For major emergencies or disasters, all departments and agencies participating in the emergency response shall maintain detailed costs for emergency operations to include:

   1) Personnel costs, especially overtime costs
   2) Equipment operations costs
   3) Costs for leased or rented equipment
   4) Costs for contract services to support emergency operations
   5) Costs of specialized supplies expended for emergency operations

   These records may be used to recover costs from the responsible party or insurers or as a basis for requesting financial assistance for certain allowable response and recovery costs from the state and/or federal government.

2. Preservation of Records

a. In order to continue normal government operations following an emergency situation disaster, vital records must be protected. These include legal documents as well as property and tax records. The principal causes of damage to records are fire and water; therefore, essential records should be protected accordingly. Each agency responsible for the preparation of ESF to this plan will include the protection of vital records in its SOPs.

b. If records are damaged during an emergency situation, the City of Leander will seek professional assistance to preserve and restore them.

D. Training Policy

It will be the responsibility of each department head to ensure their department personnel, in accordance and compliance with the NIMS requirements, possess the level of training, experience, credentialing, currency, physical and medical fitness, or capability for any emergency positions they are tasked to fill.

E. Consumer Protection

Consumer complaints regarding alleged unfair or illegal business practices often occur in the aftermath of a disaster. Such complaints will be referred to the City Attorney, who will pass such complaints to the Consumer Protection Division of the Office of the Attorney General.

F. Post-Incident and Exercise Review

The EMC or Incident Commander is responsible for organizing and conducting a critique following the conclusion of a significant emergency event/incident or exercise as a post-event review of emergency operations. The After Action Report (AAR) will entail both written and verbal input from all appropriate participants. An Improvement Plan will be developed based on the deficiencies identified, and an individual, department, or agency will be assigned responsibility for correcting the deficiency and due date shall be established for that action.

X. PLAN DEVELOPMENT AND MAINTENANCE

A. Plan Development

The Mayor is responsible for approving this plan and the EMC will support promulgation.

B. Distribution of Planning Documents

1. The Mayor and EMC shall determine the distribution of this plan and it's ESF. In general, copies of plans and ESF should be distributed to those individuals, departments, agencies, and organizations tasked with this document. Copies should also be set aside for the EOC and other emergency facilities.

2. The Base Plan should include a distribution list (See Attachment 1 to this plan) that indicates who receives copies of the base plan and the various ESFs to it. In general, individuals who receive an ESF to the base plan should also receive a copy of this plan, because the Base Plan describes our emergency management organization and basic operational concepts.

C. Review

1. The Base Plan and its ESF shall be reviewed annually by local officials. The EMC will establish a schedule for the annual review of planning documents by those tasked with them.

D. Update

1. This plan will be updated based on deficiencies identified during actual emergencies and exercises and when changes in threat hazards, resources, capabilities, or government structure occur.

2. The Base Plan and its ESF must be revised or updated by a formal change at least every five years. Responsibility for revising or updating the Base Plan is assigned to the EMC. Responsibility for revising or updating the ESFs to this plan is outlined in Section VI.B, Assignment of Responsibilities, as well as in each ESF. For details on the methods of updating planning documents as well as more information on when changes should be made, refer to the "Develop a Project Plan" section of the Texas Division of Emergency Management (TDEM) Emergency Management Planner's Guide and Project Plan.

3. Revised or updated planning documents will be provided to all departments, agencies, and individuals tasked with those documents.

4. §418.043(4) of the Texas Government Code provides that TDEM shall review local emergency management plans. The process for developing and submitting new or updated planning documents to TDEM is through the Texas All Hazards Planning System (TAHPS).

5. The EMC is responsible for submitting copies of planning documents to the District 12 Coordinator for review.

ATTACHMENTS:

1. Distribution List
2. References
3. Organization for Emergencies
4. ESF Assignments and Responsibilities
5. Summary of Agreements & Contracts
6. National Incident Management System

ATTACHMENT 1
DISTRIBUTION LIST

City Department Lead/Agency	Base Plan	ESFs
Mayor/City Council	1	All
City Manager	1	All
EMC	1	All
City Secretary	1	All
Police Chief	1	All
Fire Chief	1	All
Finance Director	1	All
Public Works Director	1	All
City Engineer	1	All
Human Resources Director	1	All
City Attorney	1	All
TDEM District Coordinator	1	All

ATTACHMENT 2
REFERENCES

1. City of Leander Development Services Department, April 2022, Base Plan Section 4.A Paragraph 1, Population

2. Texas Department of Public Safety, Texas Division of Emergency Management, Local Emergency Management Planning Guide, DEM-10

3. Creating Jurisdictional Reports in the Texas All Hazards Planning System

4. Texas Department of Public Safety, Texas Division of Emergency Management, Disaster Recovery Manual

5. Texas Department of Public Safety, Texas Division of Emergency Management, Mitigation Handbook

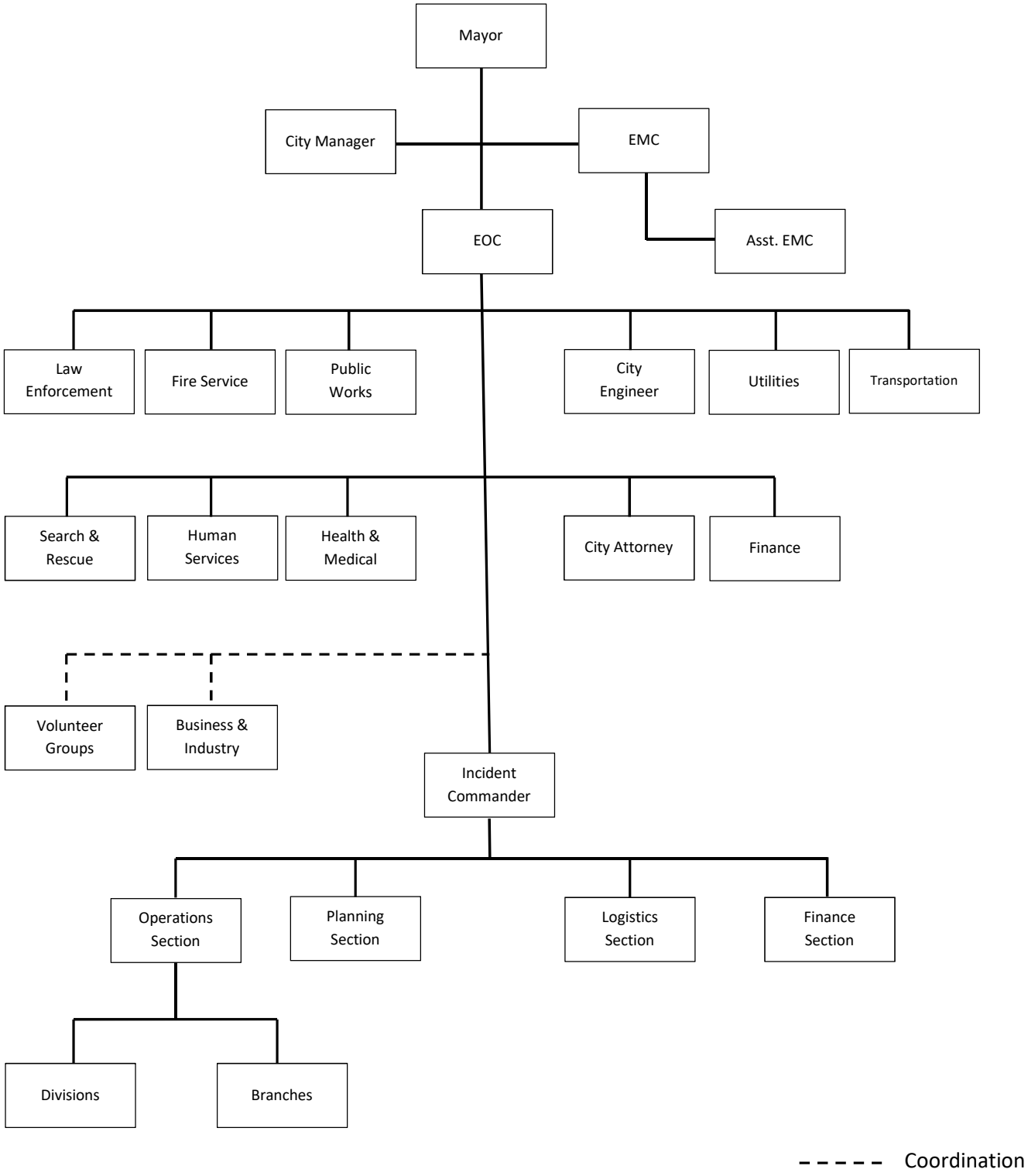
6. FEMA, Independent Study Course, IS-288: The Role of Voluntary Organizations in Emergency Management

7. FEMA, Comprehensive Preparedness Guide (CPG-101)

8. U.S. Department of Homeland Security, National Response Plan

9. 79th Texas Legislature, House Bill/3111

ATTACHMENT 3
ORGANIZATION FOR EMERGENCY MANAGEMENT



ATTACHMENT 4
ESF AND SUPPORT ANNEX RESONSIBILITIES AND ASSIGNMENTS

EMERGENCY SUPPORT FUNCTIONS	**ASSIGNED TO:**
ESF #1 - Transportation	Public Works/PD
ESF #2 – Communications and Technology	PD/Information Technology
ESF #3 – Public Works and Engineering	Public Works/Engineering
ESF #4 – Firefighting	Fire Department
ESF #5 –Emergency Management	HSEM
ESF #6 – Mass Care, Emergency Assistance, Housing, and Human Services	HSEM/FD/PD
ESF #7 –Logistics Management and Resource Support	HSEM/FD/Finance
ESF#8 – Public Health and Medical Services	WCCHD/FD/WCEMS
ESF #9 – Search and Rescue	Fire Department/HSEM
ESF #10- Oil and Hazardous Material Response	Fire Department
ESF #11 – Animals, Agriculture, and Natural Resources	Animal Services/Parks and Recreation
ESF #12 – Energy	Public Works
ESF #13 – Public Safety and Security	Police Department
ESF #14 – Long-Term Recovery	HSEM/City Manager's Office
ESF #15 – External Affairs and Public Warning	PIO/HSEM
SUPPORT ANNEXES	
Warning	HSEM/PIO
Volunteer and Donations Management	FD/HSEM /Library
Continuity of Government/Operations (TBD)	HSEM/CMO
Evacuation and Population Protection (TBD)	FD/HSEM
SUPPORT PLANS	
Hazard Mitigation Plan	HSEM
Community Wildfire Protection Plan	Fire Department
Reunification (TBD)	HSEM/Library/FD
Cyber Response (TBD)	IT/PD
Debris Management (TBD)	Public Works/Finance

TBD = to be developed

ATTACHMENT 5
SUMMARY OF AGREEMENTS & CONTRACTS

The City of Leander's may contract or have agreements via Memorandum of Understanding with local governments, private companies, and non-governmental organizations. These contracts, if active, will be kept on file with the City of Leander Office of Homeland Security and Emergency Management.

Current Agreements

1. Inter-local Agreement Between Capital Metropolitan Transportation Authority and City of Leander for Build Central Texas, can be found on the City of Leander, TX. website at the following URL link:
   https://www.leandertx.gov/citysecretary/page/proposition-capital-metro-continuation

ATTACHMENT 6
NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) SUMMARY

A. BACKGROUND

1. NIMS is a comprehensive, national approach to incident management that applies to all jurisdictional levels and across functional disciplines. This system is suitable across a wide range of incidents and hazard scenarios, regardless of size or complexity. It provides a flexible framework for all phases of incident management, as well as requirements for processes, procedures, and systems designed to improve interoperability.

2. NIMS is a multifaceted system that provides a national framework for preparing for, preventing, responding to, and recovering from domestic incidents.

B. COMPONENTS

1. Command and Management.

   The incident management structures employed by NIMS can be used to manage emergency incidents or non-emergency events such as celebrations. The system works equally well for small incidents and large-scale emergency situations. The system has built-in flexibility to grow or shrink depending on current needs. It is a standardized system, so personnel from a variety of agencies and geographic locations can be rapidly incorporated into a common management structure.

   a. Incident Management System. A system that can be used to manage emergency incidents or non-emergency events such as celebrations.

      1) Features of ICS

         a) ICS has a number of features that work together to make it a real management system. Among the primary attributes of ICS are:
         b) Common Terminology. ICS requires the use of common terminologies, such as the use of standard titles for facilities and positions within an organization, to ensure efficient and clear communications.
         c) Organizational Resources. All resources including personnel, facilities, major equipment, and supply items used to support incident management activities must be "typed" with respect to capability. This typing will minimize confusion and enhance interoperability.
         d) Manageable Span of Control. The span of control should ideally vary from three to seven. Anything less or more requires expansion or consolidation of the organization.
         e) Organizational Facilities. Common terminology is used to define incident facilities, the activities conducted at these facilities, and the organizational positions that can be found working there.

f) Use of Position Titles. AII ICS positions have distinct titles.
g) Reliance on an Incident Action Plan. The incident action plan, which may be verbal or written, is intended to provide supervisory personnel with a common understanding of the situation and direction for future action. The plan includes a statement of objectives, organizational description, assignments, and support material such as maps. Written plans are desirable when two or more jurisdictions are involved when state and/or federal agencies are assisting local response personnel, or there has been significant turnover in the incident staff.
h) Integrated Communications. Integrated communications include interfacing disparate communications as effectively as possible, planning for the use of all available systems and frequencies, and requiring the use of clear text in communications.
i) Accountability. ICS is based on an orderly chain of command, check-in for all responders, and only one supervisor for each responder.

2) Unified Command

a) Unified Command is a variant of ICS used when there is more than one agency or jurisdiction with responsibility for the incident or when personnel and equipment from a number of different agencies or jurisdictions are responding to it. This might occur when the incident site crosses jurisdictional boundaries or when an emergency involves matters for which state and/or federal agencies have regulatory responsibility or legal requirements.
b) ICS Unified Command is intended to integrate the efforts of multiple agencies and jurisdictions. The major change from a normal ICS structure is at the top. In a Unified command, senior representatives of each agency or jurisdiction responding to the incident collectively agree on objectives, priorities, and an overall strategy or strategies to accomplish objectives; approve a coordinated Incident Action Plan, and designate an Operations Section Chief. The Operations Section Chief is responsible for managing available resources to achieve objectives. Agency and jurisdictional resources remain under the administrative control of their agencies or jurisdictions but respond to mission assignments and direction provided by the Operations Section Chief based on the requirements of the Incident Action Plan.

3) Area Command

a) An Area Command is intended for situations where multiple incidents are each being managed by an ICS organization or to oversee the management of large or multiple incidents to which several Incident Management Teams have been assigned. Area Command becomes Unified Area Command when incidents are multijurisdictional.

b) The organization of an Area Command is different from a Unified Command in that there is no operations section since all operations are conducted on- scene, at the separate ICPs.

4) Multiagency Coordination Systems (MACS).

a) Multiagency coordination systems may be required for incidents that require higher-level resource management or information management. The components of multiagency coordination systems include facilities, equipment, EOCs, specific multiagency coordination entities, personnel, procedures, and communications; all of which are integrated into a common framework for coordinating and supporting incident management.

5) Public Information.

a) The NIMS system fully integrates the ICS Joint Information System (JIS) and the Joint Information Center (JIC). The JIC is a physical location where public information staff involved in incident management activities can collocate to perform critical emergency information, crisis communications, and public affairs functions. More information on JICs can be obtained in the DHS National Incident Management System Plan, dated March 2004.

2. Preparedness.

Preparedness activities include planning, training, and exercises as well as certification of response personnel, and equipment acquisition and certification. Activities would also include the creation of mutual aid agreements and Emergency Management Assistance Compacts. Any public information activities such as publication management would also be preparedness activities.

3. Resource Management.

All resources, such as equipment and personnel, must be identified and typed. Systems for describing, inventorying, requesting, and tracking resources must also be established.

4. Communications and Information Management.

Adherence to NIMS-specified standards by all agencies ensures interoperability and compatibility in communications and information management.

5. Supporting Technologies.

   This would include any technologies that enhance the capabilities essential to implementing the NIMS. For instance, voice and data communication systems, resource tracking systems, or data display systems.

6. Ongoing Management and Maintenance.

   The NIMS Integration Center provides strategic direction and oversight in support of routine review and continual refinement of both the system and its components over the long term.

CITY OF LEANDER

Emergency Operations Plan

Base~~ic~~ Plan

Homeland Security and Emergency Management
PO Box 319
Leander TX 78646
(512) 528-2~~959848~~
www.leandertx.gov

November 29~~2~~, 2022

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APPROVAL & IMPLEMENTATION

The City of Leander

Emergency Management Plan

This emergency management plan is hereby approved. This plan is effective immediately and supersedes all previous editions.

_____ _____

Christine DeLisle
Mayor

Date

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RECORDS OF CHANGE

Change Number	Section	Date of Change	Individual Making Change	Description of Change
1	Base~~ic~~ Plan, Annex A-V	9/22/2022	Anais Hill~~, EMS~~	Update
2	Base~~ic~~ Plan, Annex A-V	11~~9~~/29~~30~~/2022	Raymond Mejia~~, EMC~~	Update

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BASEIC PLAN

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I. AUTHORITY

A. Federal

1. Robert T. Stafford Disaster Relief & Emergency Assistance Act, (as amended), 42 U.S.C. 5121
2. Emergency Planning and Community Right-to-Know Act, 42 Chapter 116
3. Emergency Management and Assistance, 44 CFR
4. Hazardous Waste Operations & Emergency Response, 29 CFR 1910.120
5. Homeland Security Act of 2002
6. Homeland Security Presidential Directive, HSPD-5, Management of Domestic Incidents
7. Homeland Security Presidential Directive, HSPD-3, Homeland Security Advisory System
8. Presidential Policy Directive 8 - National Preparedness
9. National Incident Management System (NIMS)
10. National Response Framework (NRF)
11. National Strategy for Homeland Security, October 2007
12. Nuclear/Radiological Incident ESF #10 of the National Response Framework

B. State

1. Government Code, Chapter 418 (Emergency Management)
2. Government Code, Chapter 421 (Homeland Security)
3. Government Code, Chapter 433 (State of Emergency)
4. Government Code, Chapter 791 (Inter-local Cooperation Contracts)
5. Health & Safety Code, Chapter 778 (Emergency Management Assistance Compact)
6. Governor's Executive Order (RP-57) Relating to implementing recommendations from the Governor's Task Force on Evacuation, Transportation, and Logistics
7. State of Texas - Governor's Executive Order (RP-32) Relating to Emergency Management and Homeland Security
8. State of Texas - Governor's Executive Order (RP-40) Relating to the National Incident Management
9. State of Texas - Governor's Executive Order (RP-57) Relating to implementing recommendations from the Governor's Task Force on Evacuation, Transportation, and Logistics
10. Texas Administrative Code, Title 37, Part 1, Chapter 7 (Division of Emergency Management)
11. The Texas Homeland Security Strategic Plan, 2015-2020

C. Regional

1. Capital Area Council of Governments (CAPCOG) Regional Response Plan

D. Local

1. City of Leander City Charter
2. Leander City Ordinance Article 1.05

II. PURPOSE

This City of Leander's Base~~ic~~ Emergency Plan applies to all areas within the corporate limits of the City of Leander. This Base~~ic~~ Plan, along with its Emergency Support Functions, was developed to provide the general and conceptual framework for coordinated, multiagency response and efficient use of resources during a major emergency or disaster. The plan is considered an all-hazards plan that establishes the framework for how the City of Leander responds to disasters, regardless of initial cause or hazard.

The plan is not a detailed emergency checklist or "quick action" guide. It is meant to provide guidance, framework, and insight into City-wide strategic decision-making as it relates to emergency operations and disaster situations.

This plan should be used as a reference when integrating internal plans into strategic, City-wide operational plans; it does not replace the responsibility a department has in developing and testing its own emergency plans. With that end in mind, this plan can help establish the relationships, responsibilities, and general guidelines for departments and agencies to use in developing their detailed emergency plans. It can be used to help create emergency checklists, field emergency plans, departmental emergency plans, emergency-related standard operating procedures (SOPs), and emergency-related general orders.

Legal issues requiring timely resolution may arise during pre-disaster hazard mitigation designed to lessen the effects of known hazards, during pre-disaster preparedness activities designed to enhance the local capability to respond to a disaster, during the actual response to a disaster, or during the post-disaster recovery process.

The plan contains concepts, policies, and procedures that apply regardless of the nature or origin of the emergency or disaster. It is not designed to address unique conditions that result from a particular hazard. It does, however, provide a framework within which emergency operations staff and other relevant department and agency staff work together to develop and maintain hazard-specific plans and procedures.

III. EXPLANATION OF TERMS

A. Acronyms

AAR	After Action Report
ARC	American Red Cross
ARES	Amateur Radio Emergency Services
CAPCOG	Capital Area Council of Governments
CFR	Code of Federal Regulations
CMO	City Manager's Office
COG	Continuity of Government
COOP	Continuity of Operations
CRR	Community Risk Reduction
D~~O~~DC	Disaster District Committee
DHS	Department of Homeland Security

ESF	Emergency Support Function
EOC	Emergency Operations Center
ETJ	Extraterritorial Jurisdiction
FBI	Federal Bureau of Investigations
FEMA	Federal Emergency Management Agency, an element of the U.S. Department of Homeland Security
Hazmat	Hazardous Materials
HSEM	Homeland Security and Emergency Management
HSPD-5	Homeland Security Presidential Directive 5
ICP	Incident Command Post
ICS	Incident Command System
IP	Improvement Plan
JFO	Joint Field Office
JIC	Joint Information Center
NIMS	National Incident Management System
NRP	National Response Plan
NRF	National Response Framework
OSHA	Occupational Safety & Health Administration
PIO	Public Information Officer
SOC	State Operations Center
SOP's	Standard Operating Procedure
TMD	Texas Military Department
TRRN	Texas Regional Response Network
TSA	the Salvation Army
WCEMS	William County Emergency Services
WCCHD~~H~~	Williamson County and Communities Health Department

B. Definitions

~~a.~~1. Area Command (Unified Area Command). An organization established (1) to oversee the management of multiple incidents that are each being managed by an ICS organization or (2) to oversee the management of large or multiple incidents to which several Incident Management Teams have been assigned. Sets overall strategy and priorities, allocate critical resources according to priorities, ensures that incidents are properly managed, and ensures that objectives are met and strategies followed. Area Command becomes Unified Area Command when incidents are multijurisdictional.

~~b.~~2. Disaster District. Disaster Districts are regional state emergency management organizations mandated by the Executive Order of the Governor relating to Emergency Management whose boundaries parallel those of Highway Patrol Districts and Sub Districts of the Texas Department of Public Safety.

~~c.~~3. Disaster District Committee. The DD~~O~~C consists of a Chairperson (the local Highway Patrol captain or command lieutenant), and agency representatives that mirror the membership of the State Emergency Management Council. The DD~~O~~C Chairperson, supported by committee members, is responsible for identifying,

coordinating the use of, committing, and directing state resources within the district to respond to emergencies.

~~d.~~4. Emergency Operations Center. Specially equipped facilities from which government officials exercise direction and control and coordinate necessary resources in an emergency situation.

~~e.~~5. Public Information. Information that is disseminated to the public via the news and social media before, during, and/or after an emergency or disaster ensures the needs of the whole community are addressed.

~~f.~~6. Emergency Situations. As used in this plan, this term is intended to describe a range of occurrences, from minor incidents to catastrophic disasters. It includes the following:

a. Incident. An incident is a situation that is limited in scope and potential effects. Characteristics of an incident include:

~~a.~~

1) Involves a limited area and/or limited population.
2) Evacuation or in-place sheltering is typically limited to the immediate area of the incident.
3) Warning and public instructions are provided in the immediate area, not community-wide.
4) One or two local response agencies or departments acting under an incident commander normally handle incidents. Requests for resource support are normally handled through agency and/or departmental channels.
5) May require limited external assistance from other local response agencies or contractors.
6) For the purposes of the NRF, incidents include the full range of occurrences that require an emergency response to protect life or property.

b. Emergency. An emergency is a situation that is larger in scope and more severe in terms of actual or potential effects than an incident. Characteristics include:

1) Involves a large area, significant population, or important facilities.
2) May require the implementation of large-scale evacuation or in-place sheltering and the implementation of temporary shelter and mass care operations.
3) May require community-wide warning and public instructions.
4) Requires a sizable multi-agency response operating under an incident commander.
5) May require some external assistance from other local response agencies, contractors, and limited assistance from state or federal agencies.

6) The EOC will be activated to provide general guidance and direction, coordinate external support, and provide resource support for the incident.
7) For the purposes of the NRF, an emergency (as defined by the Stafford Act) is "any occasion or instance for which, in the determination of the President, Federal assistance is needed to supplement State and local efforts and capabilities to save lives and to protect property and public health and safety, or to lessen or avert the threat of a catastrophe in any part of the United States."

c. Disaster. A disaster involves the occurrence or threat of significant casualties and/or widespread property damage that is beyond the capability of the local government to handle with its organic resources. Characteristics include:

1) Involves a large area, a sizable population, and/or important facilities.
2) May require the implementation of large-scale evacuation or in-place sheltering and the implementation of temporary shelter and mass care operations.
3) Requires community-wide warning and public instructions.
4) Requires a response by all local response agencies operating under one or more incident commanders.
5) Requires significant external assistance from other local response agencies, contractors, and extensive state or federal assistance.
6) The EOC will be activated to provide general guidance and direction, provide emergency information to the public, coordinate state and federal support, and coordinate resource support for emergency operations.
7) For the NRF, a major disaster (as defined by the Stafford Act) is any catastrophe, regardless of the cause, which in the determination of the President causes the damage of sufficient severity and magnitude to warrant major disaster federal assistance.

d. Catastrophic Incident. For the purposes of the NRF, this term is used to describe any natural or manmade occurrence that results in extraordinary levels of mass casualties, property damage, or disruptions that severely affect the population, infrastructure, environment, economy, national morale, and/or government functions. An occurrence of this magnitude would result in sustained national impacts over prolonged periods, and would immediately overwhelm local and state capabilities. All catastrophic incidents are Incidents of National Significance.

~~d.~~

f.e. Hazard Analysis. A document, published separately from this plan, identifies the local hazards that have caused or possess the potential to adversely affect public health and safety, public or private property, or the environment.

g. f. Hazardous Material (Hazmat). —A substance in a quantity or form poses an unreasonable risk to health, safety, and/or property when manufactured, stored, or transported. The substance, by its nature, containment, and reactivity, has the capability for inflicting harm during an accidental occurrence. Is toxic, corrosive, flammable, reactive, an irritant, or a strong sensitizer, and poses a threat to health and the environment when improperly managed. Includes toxic substances, certain infectious agents, radiological materials, and other related materials such as oil, used oil, petroleum products, and industrial solid waste substances

h. g. Incident of Natural Significance. An actual or potential high-impact event that requires a coordinated and effective response by an appropriate combination of federal, state, local, tribal, nongovernmental, and/or private sector entities to save lives and minimize damage, and provide the basis for long-term communication recovery and mitigation activities.

i. h. Inter-local agreements. Arrangements between governments or organizations, either public or private, for reciprocal aid and assistance during emergencies where the resources of a single jurisdiction or organization are insufficient or inappropriate for the tasks that must be performed to control the situation. Commonly referred to as mutual aid agreements.

j. i. Stafford Act. The Robert T. Stafford Disaster Relief and Emergency Assistance Act authorizes federal agencies to undertake special measures designed to assist the efforts of states in expediting the rendering of aid, assistance, emergency services, and reconstruction and rehabilitation of areas devastated by disaster.

k. j. Standard Operating Procedures. Approved methods for accomplishing a task or set of tasks. SOPs are typically prepared at the department or agency level. May also be referred to as Standard Operating Guidelines (SOGs).

l. k. The city of Leander. When referred to in this plan, the City of Leander is defined as the City of Leander and all participating jurisdictions.

IV. SITUATION AND ASSUMPTIONS

A. Situation

The City of Leander is a home-ruled municipality located in Williamson and Travis County just outside of the Austin metropolitan area. Currently, there are over 65,000 residents within the city limits and ETJ. Location, climate, population, strong government and economic development, excellent schools, transportation, and low taxes, all contribute to the popularity Leander continues to enjoy in both residential and commercial growth. This popularity has led to Leander being ranked in the top 10 for the fastest-growing city in the State of Texas.

Several key geographic and human factors make Leander vulnerable to a variety of major emergencies and disasters.

The city is located within one of the fastest-growing Counties in the State of Texas. The estimated city population by 2025 is expected to be 131,800. Included in the community are 20 public schools, 21 private schools (including Pre-K), an Austin Community College Campus, an 80-bed hospital, a commuter rail, a U.S. Interstate, a major defense manufacturer, and several large businesses. Increasing school populations, high use of the commuter rail, growing number of large businesses, defense manufacturing, and government offices increase the risk of ~~place~~ the City of Leander ~~at a higher risk~~ for an active shooter or terroristic event to occur.

A summary of our major hazards is provided in Figure 1. More detailed information is provided in our Hazard Analysis, published separately.

Figure 1
HAZARD SUMMARY

	Likelihood of Occurrence*	**Estimated Impact on Public Health & Safety**	**Estimated Impact on Property**
Hazard Type:	(See below)	**Limited Moderate Major**	**Limited Moderate Major**
Natural			
Drought	~~Unlikely~~Highly Likely	~~Limited~~Moderate	Limited
Flash Flooding	Likely	Limited	Moderate
Flooding (river or tidal)	Occasional	Limited	Moderate
Tornado	Likely~~Occasional~~	Moderate	Major
Wildfire	Highly Likely	Moderate	Major
Winter Storm	Likely	Moderate	Limited
Technological			
Dam Failure	Unlikely	Moderate	Moderate
Energy/Fuel Shortage	Occasional~~Unlikely~~	Moderate~~Limited~~	Limited
Hazmat/Oil Spill (transport)	Occasional~~Likely~~	Limited	Limited
Major Structural Fire	Occasional	Limited	Moderate
Water System Failure	Occasional	Major	Limited
Security			
Civil Disorder	Unlikely	Limited	Moderate
Enemy Military Attack	Unlikely	Moderate	Moderate
Terrorism	Unlikely	Limited	Limited
* **Likelihood of Occurrence**: Unlikely, Occasional, Likely, or Highly Likely			

B. Assumptions

1. Our city will continue to be exposed to and subject to the impact of those hazards described above and as well as lesser hazards and others that may develop in the future.

2. A major disaster can occur at any time and any place. In many cases, dissemination of warnings to the public and implementation of increased readiness measures may be possible. However, some emergency situations occur with little or no warning.

3. Outside assistance will be available in most emergency situations, affecting our city. Since it takes time to summon external assistance, it is essential for us to be prepared to carry out the initial emergency response on an independent basis.

4. Proper mitigation actions, such as floodplain management, and fire inspections, can prevent or reduce disaster-related losses. Detailed emergency planning, training of emergency responders and other personnel, and conducting periodic emergency drills and exercises can improve our readiness to deal with emergencies.

V. CONCEPT OF OPERATIONS

A. Objectives

The objectives of the emergency management program for the City of Leander are to protect public health and safety and preserve public and private property.

B. General

1. It is the responsibility of the City of Leander to protect public health and safety and preserve property from the effects of hazardous events. The City of Leander has the primary role of identifying and mitigating hazards, preparing for and responding to, and managing the recovery from emergencies that affect our community.

2. The government can't do everything that is required to protect the lives and property of our population. Our citizens have the responsibility to prepare themselves and their families to cope with emergencies and manage their affairs and property in ways that will aid the government in managing emergencies. The City of Leander will assist our citizens in carrying out these responsibilities by providing public information and instructions prior to and during emergencies.

3. Local government is responsible for organizing, training, and equipping local emergency responders and emergency management personnel, providing appropriate emergency facilities, providing suitable warning and communications systems, and contracting for emergency services. The state and federal governments offer programs that provide some assistance with portions of these responsibilities.

4. To achieve our objectives, the City of Leander has an organized emergency management program that is both integrated (employs the resources of government, organized volunteer groups, and businesses) and comprehensive (addresses mitigation, preparedness, response, and recovery). This plan is one element of our preparedness activities.

5. This plan is based on an all-hazard approach to emergency planning. It addresses general functions that may need to be performed during any emergency and is not a collection of plans for specific types of Incidents. For example, the Warning~~the warning~~

~~ESF~~ annex addresses techniques that can be used to warn the public during any emergency, whatever the cause.

6. Departments and agencies tasked with this plan are expected to develop and keep current standard operating procedures that describe how emergency tasks will be performed. Departments and agencies are charged with ensuring the training and equipment necessary for an appropriate response are in place.

7. This plan is based on the concept that the emergency functions that must be performed by many departments or agencies generally parallel some of their normal day-to-day functions. To the extent possible, the same personnel and material resources used for day-to-day activities will be employed during emergency situations. Because personnel and equipment resources are limited, some routine functions that do not contribute directly to the emergency may be suspended for the duration of an emergency. The personnel, equipment, and supplies that would normally be required for those functions will be redirected to accomplish emergency tasks.

8. The City of Leander has adopted the National Incident Management System (NIMS) in accordance with the President's Homeland Security Directive (HSPD)-5. Our adoption of NIMS will provide a consistent approach to the effective management of situations involving natural or man-made disasters, or terrorism. NIMS allows us to integrate response activities using a set of standardized organizational structures designed to improve interoperability between all levels of government, the private sector, and nongovernmental organizations.

9. This plan, in accordance with the National Response Framework (NRF), is an integral part of the national effort to prevent, and reduce America's vulnerability to terrorism, major disasters, and other emergencies, minimize the damage and recover from attacks, major disasters, and other emergencies that occur. In the event of an Incident of national significance, as defined in HSPD-5, the City of Leander will integrate all operations with all levels of government, private sector, and nongovernmental organizations through the use of NRF coordinating structures, processes, and protocols.

C. Operational Guidance

The City of Leander will employ the six components of the NIMS in all operations, which will provide a standardized framework that facilitates operations in all phases of emergency management. Attachment 6~~7~~ provides further details on the NIMS.

1. Initial Response. Emergency responders are likely to be the first on the scene of an emergency. They will normally take charge and remain in charge of the incident until it is resolved or others who have the legal authority to do so assume responsibility. They will seek guidance and direction from local officials and seek technical assistance from state and federal agencies and industry where appropriate.

2. Implementation of ICS

a. The first local emergency responder to arrive at the scene of an emergency situation will implement the incident command system and serve as the incident commander until relieved by a more senior or more qualified individual. The incident commander will establish an incident command post (ICP) and provide an assessment of the situation to local officials, identify response resources required, and direct the on- scene response from the ICP.

b. For some types of emergency situations, a specific incident scene may not exist in the initial response phase and the EOC may accomplish initial response actions, such as mobilizing personnel and equipment and issuing a precautionary warning to the public. As the potential threat becomes clearer and a specific impact site or sites are identified, an incident command post may be established, and direction and control of the response transitioned to the Incident Commander.

3. Source and Use Resources.

a. The City of Leander will use our resources, all of which meet the requirements for resource management in accordance with the NIMS, to respond to emergency situations, purchase supplies and equipment if necessary, and request assistance if our resources are insufficient or inappropriate. §418.102 of the Government Code provides that the county should be the first channel through which a municipality requests assistance when its resources are exceeded. If additional resources are required, the City of Leander may:

1) Request other local government resources as outlined in Texas Government Code 791.027.

2) Summon emergency service resources that the City of Leander has contracted for.

3) Request assistance from volunteer groups active in disasters.

4) Request assistance from industry or individuals who have the resources needed to deal with the emergency situation.

a. When external agencies respond to an emergency situation within the City of Leander, they are expected to conform to the guidance and direction provided by our incident commander, which will be in accordance with the NIMS.

D. Incident Command Systems

1. The City of Leander employs ICS, an integral part of the NIMS, in managing emergencies. ICS is both a strategy and a set of organizational arrangements for directing and controlling field operations. It is designed to effectively integrate resources

from different agencies into a temporary emergency organization at an incident site that can expand and contract with the magnitude of the incident and resources on hand. A summary of ICS is provided in Attachment 67.

2. The incident commander is responsible for carrying out the ICS function of command - managing the incident. The four other major management activities that form the basis of ICS are operations, planning, logistics, and finance/administration. For small-scale incidents, the incident commander and one or two individuals may perform all of these functions. For larger incidents, several individuals from different departments or agencies may be assigned to separate staff sections charged with those functions.

3. An incident commander using response resources from one or two departments or agencies can handle the majority of emergency situations. Departments or agencies participating in this type of incident response will normally obtain support through their department or agency.

4. In emergency situations where other jurisdictions or the state or federal government are providing significant response resources or technical assistance, it is generally desirable to transition from the normal ICS structure to a Unified or Area Command structure. This arrangement helps to ensure that all participating agencies are involved in developing objectives and strategies to deal with the emergency. Attachment 67 provides additional information on Unified and Area Commands.

E. ICS – EOC Interface

1. For major emergencies and disasters, the City of Leander Emergency Operations Center (EOC) will be activated. When the EOC is activated, it is essential to establish a division of responsibilities between the incident command post and the EOC. A general division of responsibilities is outlined below. A precise division of responsibilities must be determined for specific emergency operations.

2. The incident commander is generally responsible for field operations, including:

   a. Isolating the scene.
   b. Directing and controlling the on-scene response to the emergency situation and managing the emergency resources committed there.
   c. Warning the population in the area of the incident and providing emergency instructions to them.
   d. Determining and implementing protective measures (evacuation or in-place sheltering) for the population in the immediate area of the incident and emergency responders at the scene.
   e. Implementing traffic control arrangements in and around the incident scene.
   f. Requesting additional resources from the EOC.

3. The EOC is generally responsible for:

   a. Providing resource support for the incident command operations.
   b. Issuing community-wide warning.
   c. Issuing instructions and providing information to the general public.
   d. Organizing and implementing large-scale evacuation.
   e. Organizing and implementing shelter and mass arrangements for evacuees.
   f. Coordinating traffic control for large-scale evacuations.
   g. Requesting assistance from the State and other external sources.

4. In some large-scale emergencies or disasters, emergency operations with different objectives may be conducted at geographically separated scenes. In such situations, more than one incident command operation may be established. If this situation occurs, a transition to an Area Command or a Unified Area Command is desirable, and the allocation of resources to specific field operations will be coordinated through the EOC.

F. State, Federal & Other Assistance

1. State & Federal Assistance

   a. If local resources are inadequate to deal with an emergency situation, the City of Leander will request assistance from the county first, then the State. State assistance furnished to local governments is intended to supplement local resources and not substitute for such resources, including mutual aid resources, equipment purchases or leases, or resources covered by emergency service contracts. As noted previously, cities must request assistance from their county before requesting state assistance.

   b. Requests for state assistance should be made to the Disaster District Chairperson ~~oordinator~~ (DDC), who is located at the Texas Division of Emergency Management Office in Austin, Texas, and to the State Operations Center (SOC). ~~See Appendix 3 to ESF #7, Logistic Management and Resource Support, for a form that can be used to request state assistance.~~ In essence, state emergency assistance to local governments begins at the District ~~D~~Coordinator level and the key person to validate a request for, obtain, and provide that state assistance and support is the D~~O~~DC Chairperson. A request for state assistance must be made by the chief elected official or EMC and may be made by telephone, fax, email, through Web EOC, or the STAR Web Form located at "star.tdem.texas.gov". T~~t~~he DD~~O~~C Chairperson has the authority to utilize all state resources within the district to respond to a request for assistance, with the exception of the National Guard. The use of National Guard resources requires the approval of the Governor.

   c. The Disaster District staff will forward requests for assistance that cannot be satisfied by state resources within the District to the State Operations Center (SOC) in Austin for action.

2. Other Assistance

   a. If resources required to control an emergency situation are not available within the State, the Governor may request assistance from other states pursuant to several interstate compacts or the federal government through the Federal Emergency Management Agency (FEMA).

   b. For major emergencies and disasters for which a Presidential declaration has been issued, federal agencies may be mobilized to assist states and local governments. The National Response Framework (NRF) describes the policies, planning assumptions, the concept of operations, and the responsibilities of designated federal agencies for various response and recovery functions. The Nuclear/Radiological Incident ESF #10 of the NRF addresses the federal response to major incidents involving radioactive materials.

   c. FEMA has the primary responsibility for coordinating federal disaster assistance. No direct federal disaster assistance is authorized before a Presidential emergency or disaster declaration, but FEMA has limited authority to stage initial response resources near the disaster site and activate command and control structures prior to a declaration and the Department of Defense has the authority to commit its resources to save lives prior to an emergency or disaster declaration. See ESF #14, Long-Term Community Recovery, for additional information on the assistance that may be available during disaster recovery.

   d. The National Response Framework (NRF) applies to Stafford and non-Stafford Act incidents and is designed to accommodate not only actual incidents but also the threat of incidents. Therefore, NRF implementation is possible under a greater range of incidents.

G. Emergency Authorities

1. Key federal, state, and local legal authorities pertaining to emergency management are listed in Section I of this plan.

2. Texas statutes and the Executive Order of the Governor Relating to Emergency.

3. Management provides local government, principally the chief elected official, with a number of plenary powers to control emergencies. If necessary, the City of Leander shall use these powers during emergencies. These powers include:

   a. **Emergency Declaration**. In the event of a riot or civil disorder, the County Judge/Mayor may request the Governor to issue an emergency declaration for this jurisdiction and take action to control the situation. The use of the emergency declaration is described below~~explained in Annex U, Legal~~.

b. **Disaster Declaration**. When an emergency situation has caused severe damage, injury, or loss of life or it appears likely to do so, the County Judge/Mayor may by executive order or proclamation declare a local state of disaster. The County Judge/Mayor may subsequently issue orders or proclamations referencing that declaration to invoke certain emergency powers granted to the Governor in the Texas Disaster Act on an appropriate local scale in order to cope with the disaster. These powers include:

1) Suspending procedural laws and rules to facilitate a timely response.
2) Using all available resources of government and commandeering private property, subject to compensation, to cope with the disaster.
3) Restricting the movement of people and occupancy of premises.
4) Prohibiting the sale or transportation of certain substances.
5) Implementing price controls.

A local disaster declaration activates the recovery and rehabilitation aspects of this plan. A local disaster declaration is required to obtain state and federal disaster recovery assistance. ~~See Annex U, Legal for further information on disaster declarations and procedures for invoking emergency powers.~~

c. **Authority for Evacuations**. State law provides a county judge or mayor with the authority to order the evacuation of all or part of the population from a stricken or threatened area within their respective jurisdictions.

H. Actions by Phases of Emergency Management

I. This plan addresses emergency actions that are conducted during all four phases of emergency management.

a. Mitigation

The City of Leander will conduct mitigation activities as an integral part of our emergency management program. Mitigation is intended to eliminate hazards, reduce the probability of hazards causing an emergency situation, or lessen the consequences of unavoidable hazards. Mitigation should be a pre-disaster activity, although mitigation may also occur in the aftermath of an emergency situation with the intent of avoiding repetition of the situation. The City of Leander's mitigation program is outlined in the City of Leander's Mitigation Plan ~~and Annex F, Mitigation~~.

b. Preparedness

The City of Leander will conduct preparedness activities to develop the response capabilities needed in the event of an emergency. Among the preparedness activities included in the emergency management program are:

1) Providing emergency equipment and facilities.
2) Emergency planning, including maintaining this plan, its ESF, and appropriate SOPs.
3) Conducting or arranging appropriate training for emergency responders, emergency management personnel, other local officials, and volunteer groups who assist us during emergencies.
4) Conducting periodic drills and exercises to test our plans and training.

c. Response

The City of Leander will respond to emergency situations effectively and efficiently. The focus of most of this plan and its ESFs is on planning for the response to emergencies. Response operations are intended to resolve an emergency situation while minimizing casualties and property damage. Response activities include warning, emergency medical services, firefighting, law enforcement operations, evacuation, shelter and mass care, emergency public information, search, and rescue, as well as other associated functions.

d. Recovery

If a disaster occurs, The City of Leander will coordinate a recovery program that involves both short-term and long-term efforts. Short-term operations seek to restore vital services to the community and provide for the basic needs of the public. Long-term recovery focuses on restoring the community to its normal state. The federal government, pursuant to the Stafford Act, provides ~~the vast majority of~~ disaster recovery assistance. The recovery process includes assistance to individuals, businesses, the government, and other public institutions. Examples of recovery programs include temporary housing, restoration of government services, debris removal, restoration of utilities, disaster mental health services, and reconstruction of damaged roads and bridges. The recovery program is outlined in ESF #14, Long–Term Community Recovery.

VIII.VI. ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

A. Organization

1. General

Most departments and agencies of local government have emergency functions in addition to their normal day-to-day duties. During emergencies, the normal organizational arrangements are modified to facilitate emergency operations. The governmental organization for emergencies includes an executive group, emergency services, and support services. Attachment 3 depicts the organization for emergency management~~organization~~.

2. Executive Group

The Executive Group provides guidance and direction for emergency management programs and emergency response and recovery operations. The Executive Group The Executive Group includes the Mayor, City Manager, Fire Chief , ~~Emergency Management Coordinator.,~~ and Emergency Management Coordinator.

3. Emergency Services

Emergency Services include the Incident Commander and those departments, agencies, and groups with primary emergency response actions. The incident commander is the person in charge at an incident site.

4. Emergency Support Services

This group includes departments and agencies that support and sustain emergency responders and also coordinate emergency assistance provided by organized volunteer organizations, businesses and industry, and other sources.

5. Volunteer and Other Services

This group includes organized volunteer groups and businesses that have agreed to provide certain support for emergency operations.

B. Assignment of Responsibilities

1. General

For most emergency functions, successful operations require a coordinated effort from a number of departments, agencies, and groups. To facilitate a coordinated effort, Federal Emergency Management Agency, an element of the U.S. Department of Homeland Security personnel is assigned primary responsibility for planning and coordinating specific emergency functions. Generally, primary responsibility for an

emergency function will be assigned to an individual from the department or agency that has legal responsibility for that function or possesses the most appropriate knowledge and skills. Other officials, departments, and agencies may be assigned support responsibilities for specific emergency functions. Attachment 4 summarizes the general emergency EST responsibilities of local officials, department and agency heads, and/or other personnel.

2. The department~~individual~~ having primary responsibility for an emergency function is normally responsible for coordinating the preparation of and maintaining that portion of the emergency plan that addresses that function. Plan, ~~and~~ ESF and Annex assignments are outlined in Attachment 4~~5~~. Listed below are general responsibilities assigned to the Executive Group, Emergency Services, Support Services, and other Support Agencies. ~~Additional specific responsibilities can be found in the functional ESF to this Basic Plan.~~

3. Executive Group Responsibilities

   a. The Mayor will:

      1) Establish objectives and priorities for the emergency management program and provide general policy guidance on the conduct of that program.
      2) Monitor the emergency response during disaster situations and provides direction where appropriate.
      3) With the assistance of the Public Information Officer, keep the public informed during emergency situations.
      4) With the assistance of the legal staff, declare a local state of disaster, request the Governor declare a state of emergency, or invoke the emergency powers of government when necessary.
      5) Request assistance from other local governments or the State when necessary.
      6) Direct activation of the EOC.

   b. The City Manager will:

      1) Implement the policies and decisions of the governing body relating to emergency management.
      2) Organize the emergency management program and identifies personnel, equipment, and facility needs.
      3) Assign emergency management program tasks to departments and agencies.
      4) Ensure that departments and agencies participate in emergency planning, training, and exercise activities.
      5) Coordinate the operational response of local emergency services.
      6) Coordinate activation of the EOC and supervise its operation.

~~B.~~ C. The Emergency Management Coordinator will:

1) Serve as the staff advisor to our Mayor/City Manager on emergency management matters.
2) Keeps the Mayor/City Manager governing body apprised of our preparedness status and emergency management needs.
3) Coordinate local planning and preparedness activities and the maintenance of this plan.
4) Prepare and maintain a resource inventory.
5) Arrange appropriate training for local emergency management personnel and emergency responders.
6) Coordinate periodic emergency exercises to test plans and training.
7) Manage the EOC, develop procedures for its operation, and conduct training for those who staff it.
8) Activate the EOC when required.
9) Perform day-to-day liaison with the state emergency management staff and other local emergency management personnel.
10) Coordinate with organized volunteer groups and businesses regarding emergency operations.

4. Common Responsibilities

All emergency services and support services will:

1) Provide personnel, equipment, and supplies to support emergency operations upon request.
2) Develop and maintain SOPs for emergency tasks.
3) Provide trained personnel to staff the incident command post and EOC and conduct emergency operations.
4) Provide current information on emergency resources for inclusion in the Resources List in Appendix 1 to ESF #7, Logistics Management and Resource Support.
5) Report information regarding emergency situations and damage to facilities and equipment to the Incident Commander or the EOC.

5. Emergency Services Responsibilities

a. The Incident Commander will:

1) Manage emergency response resources and operations at the incident site command post to resolve the emergency situation.

2) Determine and implement required protective actions for response personnel and the public at an incident site.

b. Warning

1) Primary responsibility for this function is assigned to the EMC who will prepare and maintain the ~~Annex A –~~ Warning annex to this plan and supporting SOPs.

2) Emergency tasks to be performed include:

a) Receive information on emergency situations.
b) Alert key local officials of emergency situations.
c) Disseminate warning information and instructions to the public through available warning systems ensuring the needs of the whole community are addressed.
d) Disseminate warnings and instructions to institutional facilities such as schools and hospitals.

c. Communications

1) Primary responsibility for this function is assigned to ~~Public Safety~~ Information Technology, assigned to public safety who will prepare and maintain ESF #2 – Communications and Technology to this plan and supporting SOPs.

2) Emergency tasks to be performed include:

a) Identify the communications systems available in the local area and determine the connectivity of those systems, and ensure their interoperability.

b) Develop plans and procedures for coordinated use of the various communications systems available in this jurisdiction during emergencies.

c) Determine and implement means of augmenting communications during emergencies, including support from volunteer organizations.

d. Radiological Protection

1) Primary responsibility for this function is assigned to the Fire Chief who will ~~prepare and~~ maintain ESF #10 – Oil and Hazardous Material Response ~~(to be developed)~~ to this plan and supporting SOPs.

2) Emergency tasks to be performed include:

a) Maintain inventory of radiological equipment.

b) Ensure response forces include personnel with current training in radiological monitoring and decontamination.
c) Respond to radiological incidents and terrorist incidents involving radiological materials.
d) Make notifications concerning radiological incidents to state and federal authorities.

e. Evacuation

1) Primary responsibility for this function is assigned to the EMC with law enforcement assistance, who will prepare and maintain ESF #13- Public Safety and Security to this plan and supporting SOPs.

2) Emergency tasks to be performed include:

a) Identify areas where evacuation has occurred or may in the future, and determine the population at risk.

b) Perform evacuation planning for known risk areas to include route selection and determination of traffic control requirements.

c) Develop simplified planning procedures for ad hoc evacuations.

d) Determine emergency public information requirements ensuring the needs of the whole community are addressed.

e) Assist in evacuation planning for individuals with functional and access needs and institutional facilities (schools, hospitals, nursing homes, and other institutions).

f. Firefighting

1) Primary responsibility for this function is assigned to the Fire Chief, who will prepare and maintain ESF #4 – Firefighting ~~(To be developed)~~ to this plan and supporting SOPs.

2) Emergency tasks to be performed may include:

a) Fire prevention activities.
b) Fire detection and control.
c) Hazardous material and oil spill response.
d) Terrorist incident response.
e) Evacuation support.
f) Fire safety inspection of temporary shelters.
g) Prepare and maintain fire resource inventory.

~~h~~g. Law Enforcement

1. Primary responsibility for this function is assigned to the Police ChiefChief,, who will prepare and maintain ESF #13 – Public Safety and Security (to be developed) to this plan and supporting SOPs.

2. Emergency tasks to be performed include:

   a) Maintenance of law and order.
   b) Traffic control.
   c) Terrorist incident response.
   d) Provision of security for vital facilities, evacuated areas, and shelters.
   e) Access control for damaged or contaminated areas.
   f) Warning support.
   g) Post-incident reconnaissance and damage assessment.
   h) Prepare and maintain law enforcement resource inventory.

~~i~~h. Health and Medical Services

1. Primary responsibility for this function is assigned to the Fire Department in coordination with the Williamson County & Cities Health Department and Williamson County Emergency Medical Services who will prepare and maintain ESF #8 – Public Health and Medical Services (to be developed) to this plan and supporting SOPs.

2. Emergency tasks to be performed include:

   a) Coordinate health and medical care and EMS support during emergency situations.
   b) Public health information and education.
   c) Inspection of food and water supplies.
   d) Develop emergency public health regulations and orders.
   e) Coordinate collection, identification, and interment of deceased victims.

~~k~~i. Direction and Control

1. Primary responsibility for this function is assigned to the City Manager and/ EMC, who will prepare and maintain ESF #5 – Emergency Management to this plan and supporting SOPs.

2. Emergency tasks to be performed include:

   a) Direct and control our local Public Safety and Support Agencies.

b) Maintain coordination with neighboring jurisdictions and the Disaster District 12 in Austin, Texas.
c) Maintain the EOC in an operating mode or be able to convert the designated facility space into an operable EOC rapidly.
d) Assigns representatives, by title, to report to the EOC and develops procedures for training.
e) Develops and identifies the duties of the staff, use of displays and message forms, and procedures for EOC activation.
f) Coordinates the evacuation of areas at risk.

~~l.~~ Hazardous Materials & Oil Spills

1. The primary responsibility for this function is assigned to the Fire Chief in coordination with the Williamson County Hazardous Material Response Team if needed~~Chief~~, who will prepare and maintain ESF #10 – Oil and Hazardous Materials Response to this plan and supporting SOPs.

2. Emergency tasks to be performed include:

   a) In accordance with OSHA regulations, establish ICS to manage the response to hazardous materials incidents.
   b) Establish the hazmat incident functional areas (e.g., Hot Zone, Cool Zone, Cold Zone, etc.)
   c) Determine and implement requirements for personal protective equipment for emergency responders.
   d) Initiate appropriate actions to control and eliminate the hazard in accordance with established hazmat response guidance and SOPs.
   e) Determine areas at risk and which public protective actions, if any, should be implemented.
   f) Apply appropriate firefighting techniques if the incident has, or may, result in a fire.
   g) Determines when affected areas may be safely re-entered.

~~m.~~k. Search and Rescue

1. The primary responsibility for this function is assigned to the Fire Department~~Chief~~, who will prepare and maintain ESF #9 - Search and Rescue ~~(to be developed)~~ to this plan and supporting SOPs.

2. Emergency tasks to be performed include:

   a) Coordinate and conduct search and rescue activities.
   b) Identify requirements for specialized resources to support rescue operations.
   ~~b)~~

~~e)~~ Coordinate external technical assistance and equipment support for search and rescue operations.

c)

~~g.~~ l. Terrorist Incident Response

1. Primary responsibility for this function is assigned to the Police Chief~~Chief,~~ who will prepare and maintain ESF #13 – Public Safety and Security to this plan and supporting SOPs.

2. Emergency tasks to be performed include:

   a) Coordinate and carry out defensive anti-terrorist activities, including criminal intelligence, investigation, protection of facilities, and public awareness activities.
   b) Coordinate and carry out offensive counter-terrorist operations to neutralize terrorist activities.
   c) Carry out terrorism consequence operations conducted in the aftermath of a terrorist incident to save lives and protect public and private property.
   d) Ensure required notification of terrorist incidents is made to state and federal authorities.

6. Support Services Responsibilities

   a. Shelter and Mass Care

      1) Primary responsibility for this function is assigned to the Fire Department's EMC~~American Red Cross~~ and Risk Manager ~~-~~who, in coordination with the American Red Cross EMC~~Fire Department,~~ will prepare and maintain ESF #6- Mass Ccare, Emergency Assistance, Housing, and Human Services to this plan and supporting SOPs

      2) Emergency tasks to be performed include:

         a) Perform emergency shelter and mass care planning.
         b) Coordinate and conduct shelter and mass care operations with our other departments, relief agencies, and volunteer groups.

   b. Public Information

      1) Primary responsibility for this function is assigned to the City Public Information Officer, who will prepare and maintain ESF #15 – External Affairs to this plan and supporting SOPs.

2) Emergency tasks to be performed include:

a) Establish a Joint Information Center (JIC)
b) Conduct ongoing hazard awareness and public education programs.
c) Pursuant to the Joint Information System (JIS), compile and release information and instructions for the public during emergencies and respond to questions relating to emergency operations.
d) Provide information to the media and the public during emergency situations.
e) Arrange for media briefings.
f) Compiles print and photo documentation of emergency situations.
g) Update and monitor Social Media outlets.

c. Recovery

1) Primary responsibility for this function is assigned to the Risk Manager who will in coordination with the EMC prepare and maintains ESF #14 – Long-Term Community Recovery ~~(to be developed)~~ to this plan and supporting SOPs.

2) Emergency tasks to be performed include:

a) Establish and train a damage assessment team using local personnel. Coordinate the efforts of that team with state and federal damage assessment personnel who may be dispatched to assist us.
b) Assess and compile information on damage to public and private property and the needs of disaster victims and formulate and carry out programs to fill those needs.
c) If damages are beyond our capability to deal with, compile information for use by our elected officials in requesting state or federal disaster assistance.
d) If the City of Leander is determined to be eligible for state or federal disaster assistance, coordinate with state and federal agencies to carry out authorized recovery programs.

d. Public Works & Engineering

1) Primary responsibility for this function is assigned to the Public Works Director who will prepare and maintain ESF #3 - Public Works & Engineering ~~(to be davaloped)~~ to this plan and supporting SOPs.

2) Emergency tasks to be performed include:
a) Protect government facilities and vital equipment where possible.

b) Assess damage to streets, bridges, traffic control devices, and other public facilities.
c) Direct temporary repair of vital facilities.
d) Restore damaged roads and bridges.
e) Restore waste treatment and disposal systems.
f) Arrange for debris removal.

~~h)~~g) General damage assessment support.
~~i)~~h) Building inspection support.
~~j)~~i) Provide specialized equipment to support emergency operations.
~~k)~~j) Support traffic control and search and rescue operations.

~~f.~~e. Utilities

1) Primary responsibility for this function is assigned to the City Engineer and utility service providers, who will prepare and maintain ESF #12 - Energy ~~(to be developed)~~ to this plan and supporting SOPs

2) Emergency tasks to be performed include:

a) Prioritize restoration of utility service to vital facilities and other facilities.
b) Arrange for the provision of emergency power sources where required.
c) Identify requirements for emergency drinking water and portable toilets for the department or agency responsible for mass care.
d) Assess damage to, repair, and restore public utilities.
e) Monitor recovery activities of privately owned utilities.

~~g.~~f. Resource Management

1) Primary responsibility for this function is assigned to the Fire Department's Resource Manager who will prepare and maintain ESF #7 – Logistic Management and Resource Support to this plan and supporting SOPs.

2) Emergency tasks to be performed include:

a) Maintain an inventory of emergency resources.
b) During emergency operations, locates supplies, equipment, and personnel to meet specific needs.
c) Maintain a list of suppliers for supplies and equipment needed immediately in the aftermath of an emergency.
d) Establish emergency purchasing procedures and coordinate emergency procurements.
e) Coordinate transportation, sorting, temporary storage, and distribution of resources during emergency situations.

f) Establish staging areas for resources, if required.

3) During emergency operations, identify to the Donations Management Coordinator those goods, services, and personnel that is needed.
~~3)~~

4) Maintain records of emergency-related expenditures for purchases and personnel.

~~h.~~ g. Human Services

1) Primary responsibility for this function is assigned to the Director of Park Services who will in coordination with the EMC, prepares and maintain ESF #6 – Mass Care, Emergency Assistance, Housing, and Human Services to this plan and supporting SOPs

2) Emergency tasks to be performed include:

   a) Identify emergency feeding sites.
   b) Identify sources of clothing for disaster victims.
   c) Secure emergency food supplies.
   d) Assist in the operation of shelter facilities, whether operated by local government, local volunteer groups, or organized disaster relief agencies such as the American Red Cross.
   e) Assist in special care requirements for disaster victims such as the aged, functional and access needs individuals and others.
   f) Coordinate the provision of disaster mental health services to disaster victims, emergency workers, and/or others suffering trauma due to the emergency incident/disaster.

~~i.~~ h. Hazard Mitigation

1) The primary responsibility for this function is assigned to the EMC who will prepare and maintain the ~~Annex F~~ - Hazard Mitigation Plan ~~(to be developed)~~ ~~to this plan~~ and supporting SOPs.

2) Emergency tasks to be performed include:

   a) Maintain the local Hazard Analysis along with the Hazard Mitigation Action Plan (HMAP).
   b) Identify beneficial pre-disaster hazard mitigation projects and seek approval from local officials to implement such projects.
   c) In the aftermath of an emergency, determine appropriate actions to mitigate the situation and coordinate the implementation of those actions.
   d) Coordinate and carry out post-disaster hazard mitigation program.

~~J.~~ I. Transportation

1) The primary responsibility for this function is assigned to the Public Works Department. The Police Department will also assist. If the situation warrants, assistance may be coordinated with the t~~T~~ransportation o~~O~~fficer ~~in conjunction~~ with Capital Metropolitan Transportation Authority (CapMetro). CapMetro provides bus and rail service to and from Leander, as well as on-demand pickup service. An Interlocal Agreement between CapMetro and the City of Leander. The Public Works department ~~who~~ will ~~prepare and~~ maintain ESF #1 - Transportation ~~(to be developed)~~ to this plan and supporting SOPs.

2) Emergency tasks to be performed include:

a) Identifies local public and private transportation resources and coordinates their use in emergencies.
b) Assists in the deployment of transportation equipment to support emergency operations.
c) Establishes and maintains a reserve pool of drivers, maintenance personnel, parts, and tools.
d) Maintains records on the use of transportation equipment and personnel for purpose of possible reimbursement.
~~d)~~

~~m.~~ j. Donations Management

1) The primary responsibility for this function is assigned to the Fire Department and Library~~Donations Management Coordinator~~, who will prepare and maintain the ~~Annex D –~~Volunteer and Donation Management ~~Coordination~~ annex ~~(to be developed)~~ to this plan ~~and supporting SOPs~~.

2) Emergency tasks to be performed include:

a) Compile resource requirements identified by the Resource Management staff.
b) Solicit donations to meet specific needs.
c) Establish and implement procedures to receive, accept or turn down offers of donated goods and services.
d) In coordination with the Resource Management staff, establish a facility to receive, sort, and distribute donated goods.

~~n.~~ k. Legal

1) The primary responsibility for this function is assigned to the City Attorney, who will prepare and maintain any supporting documents~~Annex U – Legal~~ to this plan ~~and supporting SOP~~s.

2) Emergency tasks to be performed include:

a) Advise local officials on the emergency powers of local government and procedures for invoking those measures.
b) Review and advise our officials on possible legal issues arising from disaster operations.
c) Prepare and/or recommend legislation to implement the emergency powers that may be required during an emergency.

d) Advise local officials and department heads on record-keeping requirements and other documentation necessary for the exercising of emergency powers.

7. Volunteers & Other Services

a. Volunteer Groups. The Central Texas Region has an extensive VOAD network consisting of numerous NGOs that are vetted by the County to assist the community during times of disasters. The following are some of the many with whom the City of Leander coordinates disaster relief services:

1) Central Texas Chapter, American Red Cross~~.~~ (ARC)

Provides shelter management, feeding at fixed facilities and through mobile units, first aid, replacement of eyeglasses and medications, provision of basic clothing, and limited financial assistance to those affected by emergencies. The Red Cross also provides feeding for emergency workers.

2) The Salvation Army~~.~~

Provides emergency assistance including mass and mobile feeding, temporary shelter, counseling, missing person services, medical assistance, and the warehousing and distribution of donated goods including food clothing, and household items. It also provides referrals to government and private agencies for special services.

3) Austin Disaster Relief Network (ADRN)

Provides Emergency Assistance to include temporary shelter within a network of Churches, warehousing and distribution of goods, emotional/spiritual care teams, Emergency call center, clean-up teams, volunteer management, long-term care such as sponsoring families through financial, food, clothing and transportation support.

4) Amateur Radio Emergency Services (ARES)

The Amateur Radio Emergency Services (ARES) provides amateur radio support for emergency operations, including communications support in the EOC. This resource can be requested from Williamson County OEM.

5) Community Emergency Response Team (CERT)

Under the direction of the Leander EMC, the Leander Community Emergency Response Team (CERT) provides emergency response efforts for the community of Leander. The ~~City of Leander Certified Emergency~~

Response Team (CECERT) should first provides emergency support response efforts for themselves and their families as needed, thenir their community as requested. They assist the EMC with directed tasks or may be structured under the Operations Section of Incident Command.

b. Business Support.

There are no businesses or industries identified to provide emergency support without charge.

~~XI.~~VII. DIRECTION AND CONTROL

A. General

1. The Mayor is responsible for establishing objectives and policies for emergency management and providing general guidance for disaster response and recovery operations, all in compliance with the NIMS. During disasters, he/she may carry out those responsibilities from the EOC.

2. The EMC will provide overall ~~direction~~ coordination of the response activities. During major emergencies and disasters, he/she will normally carry out those responsibilities from the EOC.

3. The EMC will manage the EOC.

4. The Incident Commander, assisted by a staff sufficient for the tasks to be performed, will manage the emergency response at an incident site.

5. During emergency operations, department heads retain administrative and policy control over their employees and equipment. However, personnel and equipment will carry out mission assignments directed by the incident commander. Each department and agency is responsible for having its operating procedures to be followed during response operations, but interagency procedures, such as a common communications protocol, may be adapted to facilitate the coordinated effort.

6. If the City of Leander's resources is insufficient or inappropriate to deal with an emergency, The City of Leander may request assistance from other jurisdictions, organized volunteer groups, or the State. The process for requesting State or federal assistance is covered in section V. Concept of Operations F. State, Federal & Other Assistance of this plan; and ~~see also~~ the Request for Assistance STAR Web Form located at "star.tdem.texas.gov". ~~form in ESF #7, Appendix 3.~~

B. Emergency Facilities

1. Incident Command Post. Except when an emergency threatens, but has not yet occurred, and those situations for which there is no specific hazard impact site (such as a severe winter storm or area-wide utility outage), an incident command post or command posts will be established in the vicinity of the incident site(s). As noted previously, the incident commander will be responsible for directing the emergency response and managing the resources at the incident scene.

2. Emergency Operating Center. When major emergencies and disasters have occurred or appear imminent, the City of Leander EOC located at 101 E. Sonny Dr., Leander, Texas 78641 will be activated.

3. The following individuals are authorized to activate the EOC:

   a) Mayor/City Manager
   ~~b)~~a) EMC/Assistant EMC
   ~~c)~~b) Senior Public Safety Officials

4. The general responsibilities of the EOC are to:

   ~~a)~~b) Assemble accurate information on the emergency and current resource data to allow local officials to make informed decisions on courses of action.

   ~~b)~~c) Work with representatives of emergency services, determine and prioritize required response actions and coordinate their implementation.

   ~~c)~~d) Provide resource support for emergency operations.

   ~~d)~~e) Coordinate the suspension or curtail government services, recommend the closure of schools and businesses, and cancellation of public events.

   ~~e)~~f) Organize and activate large-scale evacuation and mass care operations.

   ~~f)~~g) Provide emergency information to the public.

5. Representatives of those departments and agencies assigned emergency functions in this plan will staff the EOC. EOC operations are addressed in ESF #5 (Emergency Management). The interface between the EOC and the incident command system~~post~~ is described in paragraph V.E above.

6. An alternate EOC is identified and it has the capability as well as the capacity to support emergency functions in the event the Primary EOC renders to be unusable.

7. Williamson County has a mobile command and control vehicle, operated by the Williamson County Office of Emergency Management which – upon request - may be used as an incident command post.

C. Line of Succession

1. The line of succession for the Mayor is:

    a. Mayor Pro Term

2. The line of succession for the City Manager is:

    a. Assistant City Manager
    b. As designated by the Mayor or successor

3. The lines of succession for the Emergency Management Coordinator are:

    a. Assistant EMC
    b. Emergency Management Specialist~~Planner~~

4. The lines of succession for each of the department and agency heads shall be in accordance with the SOPs established by those departments and agencies.

~~XII.~~VIII. READINESS LEVELS

A. Many emergencies follow some recognizable build-up period during which actions can be taken to achieve a gradually increasing state of readiness. The City of Leander uses a four-tier system. Readiness Levels will be determined by the Mayor/City Manager or, for certain circumstances, the Emergency Management Coordinator. General actions to be taken at each readiness level are outlined in the ESF to this plan; more specific actions will be detailed in departmental or agency SOPs.

B. The following Readiness Levels will be used as a means of increasing our alert posture.

1. Level IV: Normal Condition

a. No significant emergency is present. Daily Operations continues to conduct normal business and monitors for any natural and technological threats.
b. One or more departments respond to handle the incident; an incident command post may be established. Limited assistance may be requested from other jurisdictions pursuant to established inter-local agreements.
c. Typical Events: Daily emergency responses, high profile visitor(s), weather and threat monitoring.
d. Typical Notification: Emergency management, fire department, law enforcement, public works, as needed.

2. Level III: Increased Readiness

a. A significant emergency has not yet occurred, but a higher-than-normal level of readiness is warranted because of increased vulnerability to a specific hazard.
b. Coordination activities may increase.
c. Typical Events: Severe weather system development (Thunderstorm~~Tropical Weather~~ Watch, Tornado Watch, Flash Flood Watch, etc.), mass gathering, any escalating or immediate risk to the impact area.
d. Typical Notification: Emergency management, fire department, law enforcement, public works.

3. Level II: Escalated Response Condition

a. A significant emergency is occurring or has occurred. The scope of the emergency has not expanded beyond that which can be handled by local responders. Depending upon the incident or event; the EOC increases staffing, expands hours of operation, and intensifies coordination
b. Requests for mutual aid resources for emergency assistance may be received and/or requested.
c. Appropriate officials and department heads are briefed on the current situation and anticipated impacts.
d. Typical Events: ~~tropical s~~storm warnings, widespread flash flooding, winter storm, pandemics, etc.
e. Typical Notification: Emergency management, fire department, law enforcement, public works, public information officials as needed.
~~e.~~

4. Level I: Emergency Conditions

a. The scope of the incident has expanded beyond the response capability of the City of Leander. The SOC is staffed with representatives from emergency management, fire department, law enforcement, public works, public information office, finance department, and other agencies and organizations deemed necessary by the EMC.
b. The EOC will remain operational for the duration of the incident. The SOC fulfills requests for assistance from local governments and may seek intrastate mutual aid and/or federal aid as needed.
c. Typical Events: Large-scale evacuation and sheltering for specific parts of the impact area due to a major incident (major tornado impact, major wildfire, etc.), civil disorder, community-wide threats such as a large hazardous materials spill, or wide-scale flooding.
d. Typical notification: mayor, city manager, public information officer, department heads, emergency management, fire department, law enforcement, and public works.

d.

XIII.IX. ADMINISTRATION AND SUPPORT

A. Agreements and Contracts

1. If the City of Leander's resources proves to be inadequate during an emergency; requests will be made for assistance from other local jurisdictions, other agencies, and industry in accordance with existing mutual-aid agreements and contracts. Such assistance may include equipment, supplies, or personnel. All agreements will be entered into by authorized officials and should be in writing whenever possible. Agreements and contracts should identify the local officials authorized to request assistance pursuant to those documents.

2. Any To facilitate assistance pursuant to mutual aid agreements, the City of Leander's available resources are identified and are a part of the Texas Regional Response Network (TRRN).

4.2. The agreements and contracts pertinent to emergency management that the City of Leander is a party to are summarized in Attachment 4.6.

B. Reports

1. Hazardous Materials Spill Reporting. A release of hazardous materials of a type or quantity must be reported to state and federal agencies and the department or agency responsible for the spill shall make the required report. See ESF #10, Oil and Hazardous Material Response, for more information. If the party responsible for a reportable spill cannot be located, the Incident Commander/HAZMAT Coordinator shall ensure that the required report(s) are made.

2. Initial Emergency Report. This short report should be prepared and transmitted by the EOC when an ongoing emergency incident appears likely to worsen and the City of Leander may need assistance from other local governments or the State. See ESF #5, Emergency Management for the format and instructions for this report.

3. Situation Report. A daily situation report should be prepared and distributed by the EOC during major emergencies or disasters. See ESF #5, Emergency Management, for the format and instructions for this report.

4. Other Reports. Several other reports covering specific functions are described in the ESFs to this plan.

C. Records

1. Record Keeping for Emergency Operations

   The City of Leander is responsible for establishing the administrative controls necessary to manage the expenditure of funds and to provide reasonable accountability and justification for expenditures made to support emergency operations. This shall be done in accordance with the established local fiscal policies and standard cost accounting procedures.

   a. Activity Logs. The Incident Command Post and the EOC shall maintain accurate logs recording key response activities, including:
      1) Activation or deactivation of emergency facilities.
      2) Emergency notifications to other local governments and state and federal agencies.
      3) Significant changes in the emergency situation.
      4) Major commitments of resources or requests for additional resources from external sources.
      5) Issuance of protective action recommendations to the public.
      6) Evacuations.
      7) Casualties.
      8) Containment or termination of the incident.

   b. Incident Costs. All departments and agencies shall maintain records summarizing the use of personnel, equipment, and supplies during the response to day-to-day incidents to obtain an estimate of annual emergency response costs that can be used in preparing future department or agency budgets.

   c. Emergency or Disaster Costs. For major emergencies or disasters, all departments and agencies participating in the emergency response shall maintain detailed costs for emergency operations to include:
      1) Personnel costs, especially overtime costs
      2) Equipment operations costs
      3) Costs for leased or rented equipment
      4) Costs for contract services to support emergency operations
      5) Costs of specialized supplies expended for emergency operations

   These records may be used to recover costs from the responsible party or insurers or as a basis for requesting financial assistance for certain allowable response and recovery costs from the state and/or federal government.

2. Preservation of Records

   a. In order to continue normal government operations following an emergency situation disaster, vital records must be protected. These include legal documents as well as property and tax records. The principal causes of damage to records are fire and water; therefore, essential records should be protected accordingly. Each agency responsible for the preparation of ESF to this plan will include the protection of vital records in its SOPs.

   b. If records are damaged during an emergency situation, the City of Leander will seek professional assistance to preserve and restore them.

D. Training Policy

It will be the responsibility of each department head to ensure their department personnel, in accordance and compliance with the NIMS requirements, possess the level of training, experience, credentialing, currency, physical and medical fitness, or capability for any emergency positions they are tasked to fill.

E. Consumer Protection

Consumer complaints regarding alleged unfair or illegal business practices often occur in the aftermath of a disaster. Such complaints will be referred to the City Attorney, who will pass such complaints to the Consumer Protection Division of the Office of the Attorney General.

F. Post-Incident and Exercise Review

The EMC or Incident Commander is responsible for organizing and conducting a critique following the conclusion of a significant emergency event/incident or exercise as a post-event review of emergency operations. The After Action Report (AAR) will entail both written and verbal input from all appropriate participants. An Improvement Plan will be developed based on the deficiencies identified, and an individual, department, or agency will be assigned responsibility for correcting the deficiency and due date shall be established for that action.

XIV.X. PLAN DEVELOPMENT AND MAINTENANCE

A. Plan Development

The Mayor is responsible for approving this plan and the EMC will support promulgation~~g this plan~~.

B. Distribution of Planning Documents

1. The Mayor and EMC shall determine the distribution of this plan and it's ESF. In general, copies of plans and ESF should be distributed to those individuals, departments, agencies, and organizations tasked with this document. Copies should also be set aside for the EOC and other emergency facilities.

2. The Base~~ic~~ Plan should include a distribution list (See Attachment 1 to this plan) that indicates who receives copies of the base~~ic~~ plan and the various ESFs to it. In general, individuals who receive an ESF to the base~~ic~~ plan should also receive a copy of this plan, because the Base~~ic~~ Plan describes our emergency management organization and basic operational concepts.

~~The Basic Plan and its annexes/ESFs are considered security sensitive, for official use only (FOUO) documents and shall not be duplicated or distributed without prior written consent of the City of Leander Office of Emergency Management.~~

~~2.~~

D.C. Review

The Base~~ic~~ Plan and its ESF shall be reviewed annually by local officials. The EMC will establish a schedule for the annual review of planning documents by those tasked with them.

E.D. Update

1. This plan will be updated based on deficiencies identified during actual emergencies and exercises and when changes in threat hazards, resources, capabilities, or government structure occur.

2. The Base~~ic~~ Plan and its ESF must be revised or updated by a formal change at least **every five years**. Responsibility for revising or updating the Base~~ic~~ Plan is assigned to the EMC. Responsibility for revising or updating the ESFs to this plan is outlined in Section VI.B, Assignment of Responsibilities, as well as in each ESF. For details on the methods of updating planning documents as well as more information on when changes should be made, refer to the "Develop a Project Plan" section of ~~Chapter 3 of~~ the Texas Division of Emergency

Management (TDEM) Emergency Management Planner's ~~Local Emergency Management Planning~~ Guide and Project Plan~~(TDEM-10)~~.

3. Revised or updated planning documents will be provided to all departments, agencies, and individuals tasked with those documents.

4. §418.043(4) of the Texas Government Code provides that TDEM shall review local emergency management plans. The process for submitting new or updated planning documents to TDEM~~OEM~~ is described in ~~Chapter 6 of t~~the "Creating Jurisdictional Reports in the Texas All Hazards Planning System (TAHPS)"~~DEM-10.~~. The EMC is responsible for submitting copies of planning documents to the District 12 Coordinator for review.

ATTACHMENTS:

1. Distribution List
2. References
3. Organization for Emergencies
4. ~~Functional Responsibility Matrix~~
5. ~~4~~ ESF Assignments and Responsibillties
6. ~~5~~ Summary of Agreements & Contracts
7. ~~6~~ National Incident Management System

ATTACHEMENT 1
DISTRIBUTION LIST

City Department Lead / Agency	Baseic Plan	ESFs
Mayor/City Council	1	All
City Manager	1	All
~~Each City Council Member~~	~~1~~	~~All~~
EMC	1	All
City Secretary	1	All
Police Chief	1	All
Fire Chief	1	All
~~Health Department Emergency Coordinator~~	~~1~~	~~6, 10~~
Finance Director	1	All~~7~~
Public Works Director	1	All~~13~~
City Engineer	1	All~~13~~
Human Resources Director	1	All ~~6, 7~~
City Attorney	1	All
~~Justice of the Peace~~	~~1~~	~~5~~
~~ARES RACES Officer~~	~~1~~	~~All~~
~~County HazMat Coordinator~~	~~1~~	~~All~~
~~Area Hospitals~~	~~1~~	~~6, 13~~
~~City Animal Services~~	~~1~~	~~13~~
~~Leander ISD~~	~~1~~	~~6, 13~~
~~Local Emergency Planning Committee~~	~~1~~	~~All~~
~~American Red Cross~~	~~1~~	~~6, 13~~
~~The Salvation Army~~	~~1~~	~~6, 13~~
~~Austin Disaster Relief Network~~	~~1~~	~~6, 13~~
TDEM District Coordinator	1	All

ATTACHMENT 2
REFERENCES

1. City of Leander Development Services Department, April 2022, Base~~ic~~ Plan Section 4.A Paragraph 1, Population

~~2.~~ Texas Department of Public Safety, Texas Division of Emergency Management, Local
2. Emergency Management Planning Guide, DEM-10

3. Creating Jurisdictional Reports in the Texas All Hazards Planning System

~~4.~~ Texas Department of Public Safety, Texas Division of Emergency Management, Disaster

~~6.~~4. Recovery Manual

~~7.~~5. Texas Department of Public Safety, Texas Division of Emergency Management, Mitigation Handbook

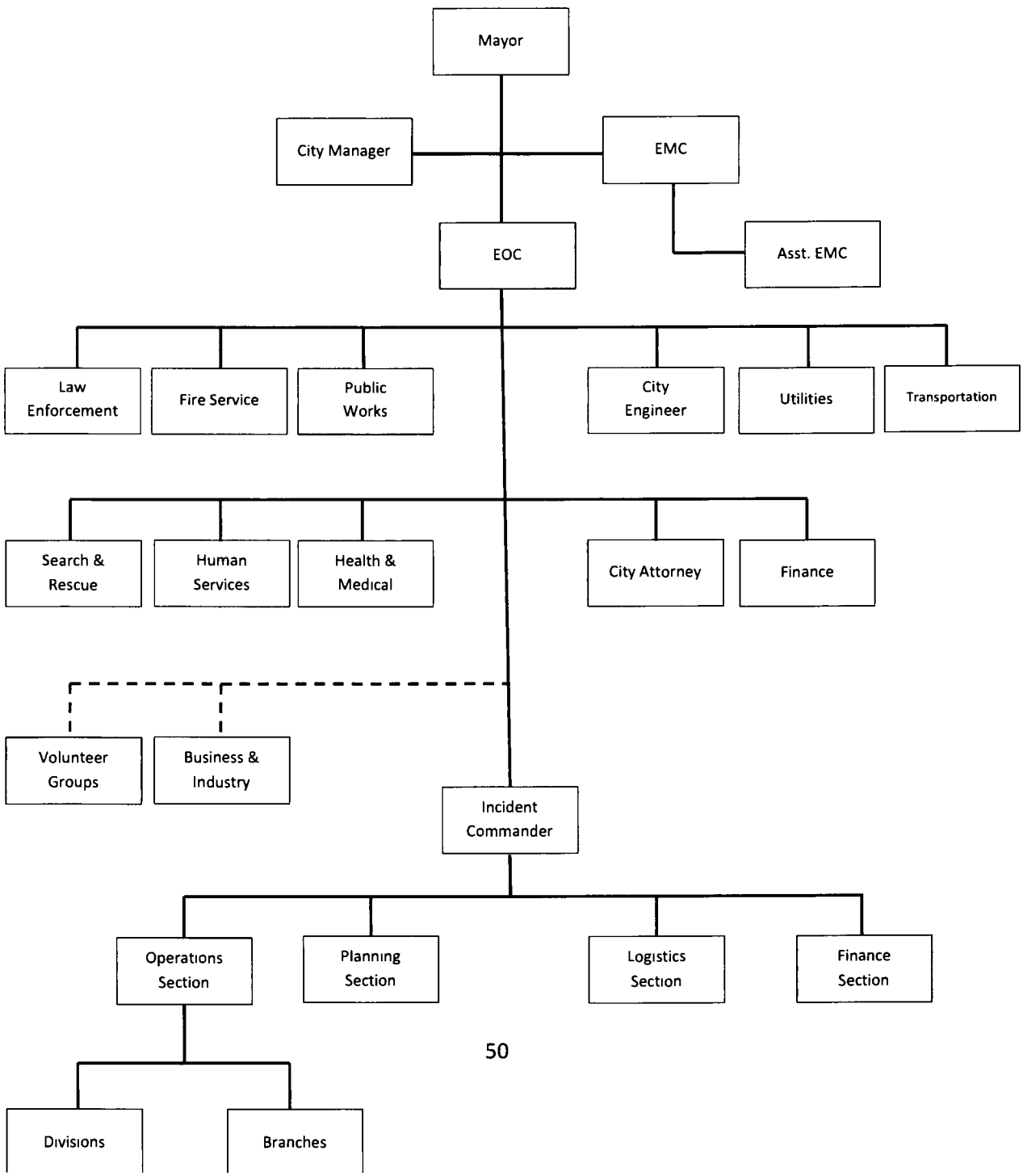
~~8.~~6. FEMA, Independent Study Course, IS-288: The Role of Voluntary Organizations in Emergency Management

~~9.~~7. FEMA, Comprehensive Preparedness Guide (CPG-101)

~~10.~~8. U.S. Department of Homeland Security, National Response Plan

~~11.~~9. 79th Texas Legislature, House Bill/3111

ATTACHMENT 3
ORGANIZATION FOR EMERGENCY MANAGEMENT



ATTACHMENT 4
EMERGENCY MANAGEMENT FUNCTIONAL RESPONSIBILITIES

	Direction and Control	Legal	Warnings	Public Information	Law Enforcement	Firefighting	Search and Rescue	Pre-Hospital Patient Care	Health and Medical	Hazmat	Radiological Protection	Terrorist Incident Response	Pandemic	Evacuation	Transportation	Shelter and Mass Care	Mental Health	Communications	Public Works & Engineering	Utilities	Volunteer Management	Resource Management	Food, Water, & Commodities Dis	Donations Management	Damage Assessment	Debris Removal
Mayor	P																									
City Manager	S																									
HSEM	C		P	S										C	C	P					P	P	P	C	P	C
Animal Services																										
Building Inspections																										
Capital Metro															P											
City Secretary		S																								
Code Enforcement																										
Finance Department															S							S				
Economic Development																									S	
Electrical (Perdernalas Electric)				S																P						
EMS (Williamson County EMS)			S	S		S	S	P	S	S	S	P	S			S		S				S				
Engineering																			S						S	
Finance Department																										
Fire Department			S	S		P	P	P	S	P	P	S	S	P		S		S				S				
Health and Human Services (WCCHD)				S					P	S		S	P			S						S				
Human Resources																					S					
Information Technology																		S			S					
Justice of the Peace																										
Legal		P																								
Municipal Court																										
Parks and Recreation																S								P		S
Planning and Development																										
Police Department			S	S	P	S	S	S	S	S	S	P	S	S		S	P	P			S					
Public Information Officer			S	P														S								
Public Library																S										
Public Works Department																			P	P					S	P
Texas A&M AgriLife Extension																										
Urban Design																										
Utility Billing				S																						

P = Primary Function
S = Secondary Function
C = Coordination

ATTACHMENT 5

ATTACHMENT 4
ESF AND SUPPORT ANNEXANNEX RESONSIBILITIES AND ASSIGNMENTS

EMERGENCY SUPPORT FUNCTIONSSF	ASSIGNED TO:
ESF #1 - Transportation	Public Works/PD/CapMetroCapital Metro
ESF #2 – Communications and and TTechnology	PD/Information Technology
ESF #3 – Public Works and Engineering	Public Works/Engineering
ESF #4 – Firefighting	Fire Department
ESF #5 –Emergency Management	HSEM
ESF #6 – Mass Care, Emergency Assistance, Housing, and Human Services	HSEM/FD/PDCRR/Red Cross
ESF #7 –Logistics Management and Resource Support	HSEM/Fire Department /Finance HR
ESF#8 – Public Health and Medical Services	WCCHD/Fire DDepartment/WCEMS
ESF #9 – Search and Rescue	Fire Department/HSEM
ESF #10- Oil and Hazardous Material Response	Fire Department
ESF #11 – Animals, Agriculture, and Natural Resources	Animal Services/Parks and Recreation
ESF #12 – Energy	City Engineer and Pedernales Electric CooperativePublic Works
ESF #13 – Public Safety and Security	Police Department
ESF #14 – Long-Term Recovery	HSEM/City Manager's Office
ESF #15 – External Affairs and Public Warning	PIO/HSEM
SUPPORT ANNEXES ANNEXES	
Warning	HSEM/PIO
Volunteer and Donations Management	FD/HSEM /Library
Continuity of Government/Operations (TBD)	HSEM/CMO
Evacuation and Population Protection (TBD)	FD/HSEM
SUPPORT PLANS	
Hazard Mitigation Plan	HSEM
Community Wildfire Protection Plan	Fire Department
Reunification (TBD)	HSEM/Library/FD
Cyber Response (TBD)	IT/PD
Debris Management (TBD)	Public Works/Finance
Annex A – Warning	HSEM/City PIO
Annex B – Continuity of Operations (TBD)	City Manager's OfficeHSEM/City Departments
Annex C – Continuity of Instruction (n/a)TBD)	Leander Independent School District(n/a)
Annex D – Volunteer and Donation Coordination	HSEM/Library/HCCMCRR

Annex E – Training, Testing, and Exercise (TBD)	HSEM/FD/PD
Annex F – Hazard Mitigation	HSEM
Annex U – Legal	Legal
HAZARD SPECIFIC ANNEXES	
Annex H – Hazardous Weather (TBD)	HSEM
Annex T – Travel and Transportation Hazards (TBD)	Public Works
Annex X – Cyber Hazards (TBD)	Information Technology

TBD = to be developed

ATTACHMENT 56
SUMMARY OF AGREEMENTS & CONTRACTS

The City of Leander's may may have contracts or have agreements via Memorandum of Understanding with local governments, private companies, and non-governmental organizations. These contracts, if active, will be kept on file with the City of Leander Office of Homeland Security and Emergency Management.

Current Agreements

1. Inter-local Agreement Between Capital Metropolitan Transportation Authority and City of Leander for Build Central Texas.

ATTACHMENT 67
NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) SUMMARY

A. BACKGROUND

1. NIMS is a comprehensive, national approach to incident management that applies to all jurisdictional levels and across functional disciplines. This system is suitable across a wide range of incidents and hazard scenarios, regardless of size or complexity. It provides a flexible framework for all phases of incident management, as well as requirements for processes, procedures, and systems designed to improve interoperability.

2. NIMS is a multifaceted system that provides a national framework for preparing for, preventing, responding to, and recovering from domestic incidents.

B. COMPONENTS

1. Command and Management. The incident management structures employed by NIMS can be used to manage emergency incidents or non-emergency events such as celebrations. The system works equally well for small incidents and large-scale emergency situations. The system has built-in flexibility to grow or shrink depending on current needs. It is a standardized system, so personnel from a variety of agencies and geographic locations can be rapidly incorporated into a common management structure.

    a. Incident Management System. A system that can be used to manage emergency incidents or non-emergency events such as celebrations.

        1) FEATURES OF ICS

            a) ICS has a number of features that work together to make it a real management system. Among the primary attributes of ICS are:

            b) Common Terminology. ICS requires the use of common terminologies, such as the use of standard titles for facilities and positions within an organization, to ensure efficient and clear communications.

            c) Organizational Resources. All resources including personnel, facilities, major equipment, and supply items used to support incident management activities must be "typed" with respect to capability. This typing will minimize confusion and enhance interoperability.

d) Manageable Span of Control. The span of control should ideally vary from three to seven. Anything less or more requires expansion or consolidation of the organization.

e) Organizational Facilities. Common terminology is used to define incident facilities, the activities conducted at these facilities, and the organizational positions that can be found working there.

f) Use of Position Titles. All ICS positions have distinct titles.

g) Reliance on an Incident Action Plan. The incident action plan, which may be verbal or written, is intended to provide supervisory personnel with a common understanding of the situation and direction for future action. The plan includes a statement of objectives, organizational description, assignments, and support material such as maps. Written plans are desirable when two or more jurisdictions are involved when state and/or federal agencies are assisting local response personnel, or there has been significant turnover in the incident staff.

h) Integrated Communications. Integrated communications include interfacing disparate communications as effectively as possible, planning for the use of all available systems and frequencies, and requiring the use of clear text in communications.

i) Accountability. ICS is based on an orderly chain of command, check-in for all responders, and only one supervisor for each responder.

2) UNIFIED COMMAND

a) Unified Command is a variant of ICS used when there is more than one agency or jurisdiction with responsibility for the incident or when personnel and equipment from a number of different agencies or jurisdictions are responding to it. This might occur when the incident site crosses jurisdictional boundaries or when an emergency involves matters for which state and/or federal agencies have regulatory responsibility or legal requirements.

b) ICS Unified Command is intended to integrate the efforts of multiple agencies and jurisdictions. The major change from a normal ICS structure is at the top. In a Unified command, senior representatives of each agency or jurisdiction responding to the incident collectively agree on objectives, priorities, and an overall strategy or strategies to accomplish objectives; approve a

coordinated Incident Action Plan, and designate an Operations Section Chief. The Operations Section Chief is responsible for managing available resources to achieve objectives. Agency and jurisdictional resources remain under the administrative control of their agencies or jurisdictions but respond to mission assignments and direction provided by the Operations Section Chief based on the requirements of the Incident Action Plan.

3) AREA COMMAND

a) An Area Command is intended for situations where multiple incidents are each being managed by an ICS organization or to oversee the management of large or multiple incidents to which several Incident Management Teams have been assigned. Area Command becomes Unified Area Command when incidents are multijurisdictional.

b) The organization of an Area Command is different from a Unified Command in that there is no operations section since all operations are conducted on- scene, at the separate ICPs.

b. Multiagency Coordination Systems. Multiagency coordination systems may be required for incidents that require higher-level resource management or information management. The components of multiagency coordination systems include facilities, equipment, EOCs, specific multiagency coordination entities, personnel, procedures, and communications; all of which are integrated into a common framework for coordinating and supporting incident management.

c. Public Information. The NIMS system fully integrates the ICS Joint Information System (JIS) and the Joint Information Center (JIC). The JIC is a physical location where public information staff involved in incident management activities can collocate to perform critical emergency information, crisis communications, and public affairs functions. More information on JICs can be obtained in the DHS National Incident Management System Plan, dated March 2004.

2. Preparedness. Preparedness activities include planning, training, and exercises as well as certification of response personnel, and equipment acquisition and certification. Activities would also include the creation of mutual aid agreements and Emergency Management Assistance Compacts. Any public information activities such as publication management would also be preparedness activities.

3. Resource Management. All resources, such as equipment and personnel, must be identified and typed. Systems for describing, inventorying, requesting, and tracking resources must also be established.

4. Communications and Information Management. Adherence to NIMS-specified standards by all agencies ensures interoperability and compatibility in communications and information management.

5. Supporting Technologies. This would include any technologies that enhance the capabilities essential to implementing the NIMS. For instance, voice and data communication systems, resource tracking systems, or data display systems.

6. Ongoing Management and Maintenance. The NIMS Integration Center provides strategic direction and oversight in support of routine review and continual refinement of both the system and its components over the long term.

AGENDA ITEM # 14

EXECUTIVE SUMMARY
03/02/2023

AGENDA SUBJECT:

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.

BACKGROUND:

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

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

APPLICANT/AGENT:

Kota Management, LLC (Sairam Kota)

PRESENTER:

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

---

Attachments

1. Development Agreement

MASONRY DEVELOPMENT AGREEMENT
ESTABLISHING DEVELOPMENT STANDARDS
FOR THE OAKS OF LEANDER APARTMENTS

This Development Agreement Establishing Development Standards for the **The Oaks of Leander Apartments** (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 **Kota Management, LLC** (the "Developer"). The City and the Developer are sometimes referred to herein as the "Parties." The Parties agree as follows.

Section 1. Purpose; Consideration.

(a) The Developer owns that certain 8.10 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 apartment homes at 25 units to the acre (the "Development"). The Developer desires that the City be able to enforce the development standards set forth herein through its building permit, inspection, and certificate of occupancy processes by this agreement, given that House Bill 2439 adopted in the 86th Legislative Session limits the ability of cities to enforce certain development standards governing building materials by ordinance.

(b) The Developer will benefit from the City enforcing the Development Standards as set forth herein because it will be more efficient and cost-effective for compliance to be monitored and enforced through the City's building permit and inspection processes and will help ensure that the Development is built out as planned by the Developer after conveyance to the builder of homes or other buildings and structures authorized by the applicable zoning regulations. The City will benefit from this Agreement by having assurance regarding certain development standards for the Development, having certainty that such Development Standards may be enforced by the City, and preservation of property values within the City.

(c) The benefits to the Parties set forth in this Article 1, plus the mutual promises expressed herein, are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by both Parties.

Section 2. Term; Termination.

(a) The term of this Agreement shall be in full force and effect from the Effective Date hereof, subject to earlier termination as provided in this Agreement. Unless earlier terminated as provided in this Agreement, this Agreement shall terminate upon the issuance of the final certificate of occupancy for the final structure in the Development.

(b) The Parties further mutually agree that this Agreement shall be in full force and effect upon the date above first written, provided that the City may terminate this Agreement if Developer defaults under the terms of this Agreement, subject to the notice and cure provisions in Section 6.

Section 3. Development Standards.

(a) Development Requirements. The exterior wall standards set forth in this section shall apply to the structures located on the Property. At least one hundred percent (100%) of the combined exterior surface area of all walls, including all stories of buildings / structures, shall consist of stone, brick, painted or tinted stucco, or similar material approved by the Director of Planning.

(b) Building Permits. The Developer acknowledges and agrees that compliance with Section 3(a) will be a condition of issuance of building permits and certificates of occupancy. Developer further agrees that the City may use its building permitting, inspection, and enforcement processes and procedures to enforce the requirements of Section 3(a) above, including but not limited to rejection of applications and plans, stop work orders, and disapproval of inspections for applications and/or work that does not comply with this Agreement. Applications and plans for a building permit must demonstrate compliance with this Agreement in order for a building permit to be issued. Applications for building permits must be in compliance with this Agreement, as well as the Applicable Regulations, in order for such application to be approved and a building permit issued. Plans demonstrating compliance with this Agreement must accompany a building permit application and will become a part of the approved permit. Any structure constructed on the Property must comply with this Agreement and the Applicable Regulations for a certificate of occupancy to be issued for such structure.

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

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

(a) Developer's rights and obligations under this Agreement may be assigned by Developer to one (1) or more purchasers of all or part of the Property; provided the City Council must first approve and consent to any such assignment by Developer of this Agreement or of any right or duty of Developer pursuant to this Agreement, which consent shall not be unreasonably withheld or delayed.

(b) This Agreement shall constitute a covenant that runs with the Property and is binding on future owners of the Property, and a copy of this Agreement shall be recorded in the Official Public Records of Williamson County, Texas. The Developer and the City acknowledge and agree that this Agreement is binding upon the City and the Developer and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Agreement.

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

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

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

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

Section 10. Force Majeure.

(a) The term "force majeure" as employed herein shall mean and refer to acts of God; strikes, lockouts, or other industrial disturbances: acts of public enemies, orders of any kind of the government of the United States, the State of Texas or any civil or military authority; insurrections; riots; epidemic; landslides; lightning, earthquakes; fires, hurricanes; storms, floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines, or canals; or other causes not reasonably within the control of the party claiming such inability.

(b) If, by reason of force majeure, any party hereto shall be rendered wholly or partially unable to carry out its obligations under this Agreement, then such party shall give written notice of the full particulars of such force majeure to the other party within ten (10) days after the occurrence thereof. The obligations of the party giving such notice, to the extent effected by

the force majeure, shall be suspended during the continuance of the inability claimed, except as hereinafter provided, but for no longer period, and the party shall endeavor to remove or overcome such inability with all reasonable dispatch.

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

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

Any notice mailed to the City shall be addressed:
City of Leander
Attn: City Manager
P.O. Box 319
Leander, Texas 78641
Williamson County

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

Any notice mailed to the Developer shall be addressed:
Kota Management, LLC
Attn: Sairam Kota
1517 Snowberry Drive
Allen, Texas 75013
Collins County

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

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

Section 13. Severability. Should any court declare or determine that any provisions of this Agreement is invalid or unenforceable under present or future laws, that provision shall be fully severable; this Agreement shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in place of each such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable. Texas law shall govern the validity and interpretation of this Agreement.

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

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

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

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

Section 18. Recordation. This Agreement shall be recorded in the Official Public Records of Williamson County, Texas.

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

Section 21. Anti-Boycott Verification. To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, the Developer represents that neither the Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developer (i)

boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms "boycotts Israel" and "boycott Israel" as used in this paragraph have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended.

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

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

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

Exhibit A – Property Description & Sketch

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

CITY:
City of Leander, Texas
a Texas home-rule municipal corporation

Attest:

By:_____
Name: Dara Crabtree
Title: City Secretary

By:_____
Name: Christine DeLisle
Title: Mayor

THE STATE OF TEXAS §
COUNTY OF _____ §

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

(SEAL) _____
Notary Public, State of Texas

DEVELOPER:
Kota Management, LLC

By: _____
Name: Sairam Kota
Title: Manager

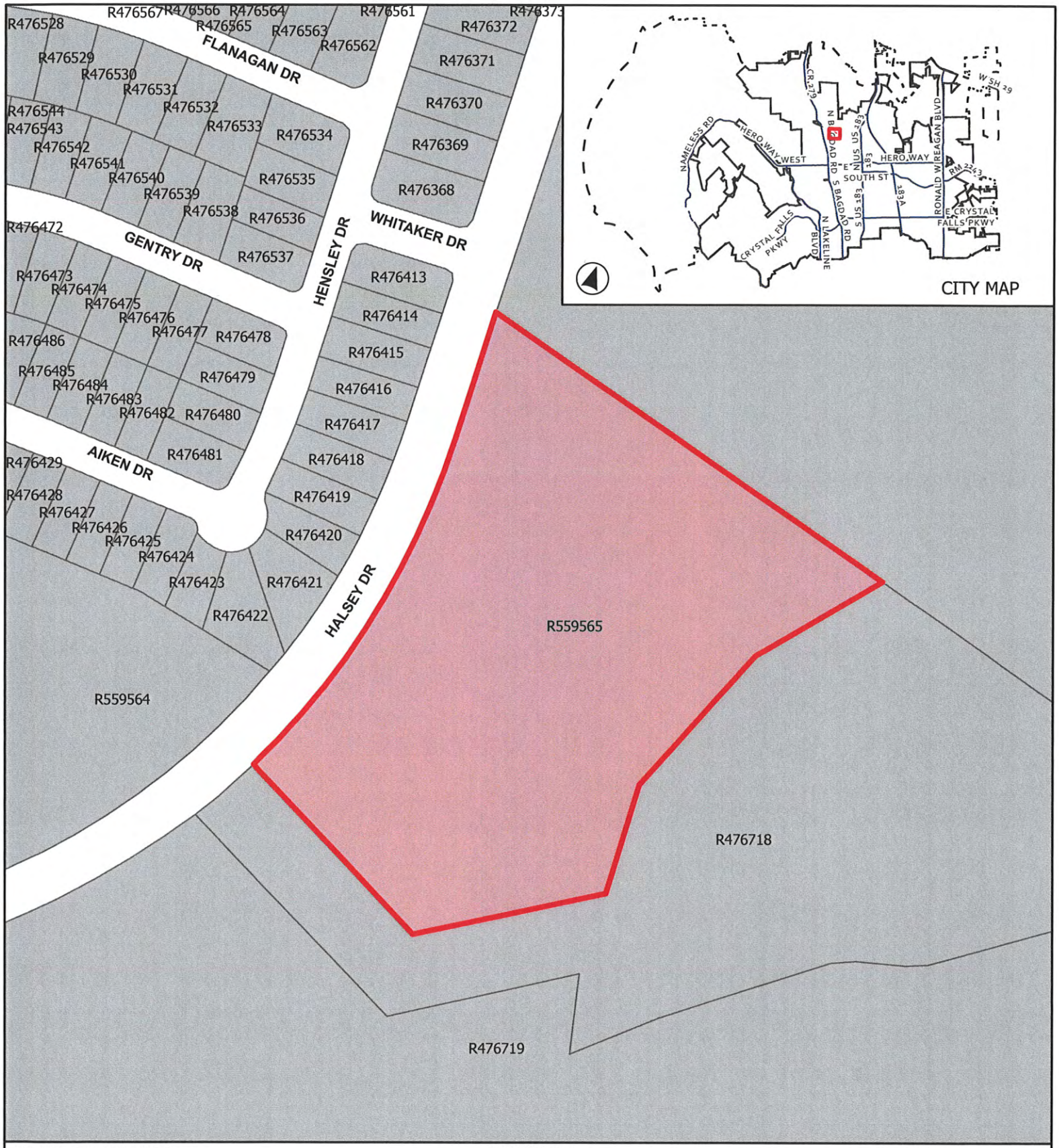
THE STATE OF TEXAS §
COUNTY OF Collin §

This instrument was acknowledged before me on this 8th day of February, 2023, by SAIRAM KOTA of KOTA MANAGEMENT LLC company, on behalf of said company.

(SEAL) _____
Notary Public, State of Texas

MICHAEL SALAS
Notary Public, State of Texas
Comm. Expires 12-16-2024
Notary ID 132828984

EXHIBIT "A"



CASE: DA-23-0002 **EXHIBIT A** **OAKS OF LEANDER**

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 80 160
Feet

City Limits
Subject Boundary
ETJ Boundary

AGENDA ITEM # 15

EXECUTIVE SUMMARY
03/02/2023

AGENDA SUBJECT:

Conduct a Public Hearing 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.

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

BACKGROUND:

This request is the final step in the zoning process. 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. 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 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.

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 HEB driveways
2. Reduce the residential height maximum 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

APPLICANT/AGENT:

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

RECOMMENDATION:

After the Planning & Zoning Commission, the developer met with City Staff and provided a revised proposal. The PUD has been 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 building height to reduce to fifty-five (55') feet

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. 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 10' sidewalk
Kauffman Loop	Collector	Commercial Collector	100' ROW 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.

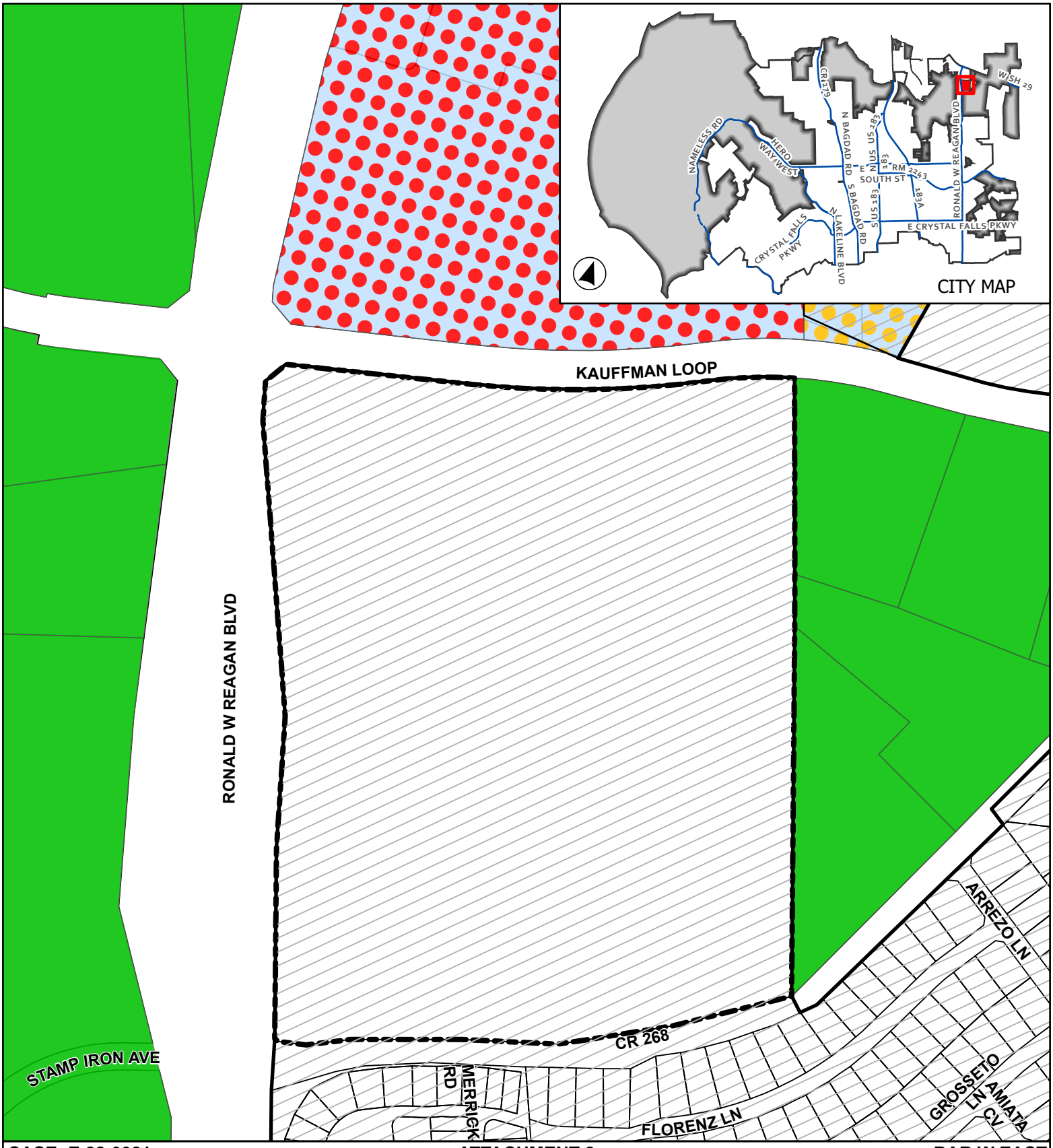
This Planned Unit Development includes the following higher standards and is requesting the following waivers.

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. 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

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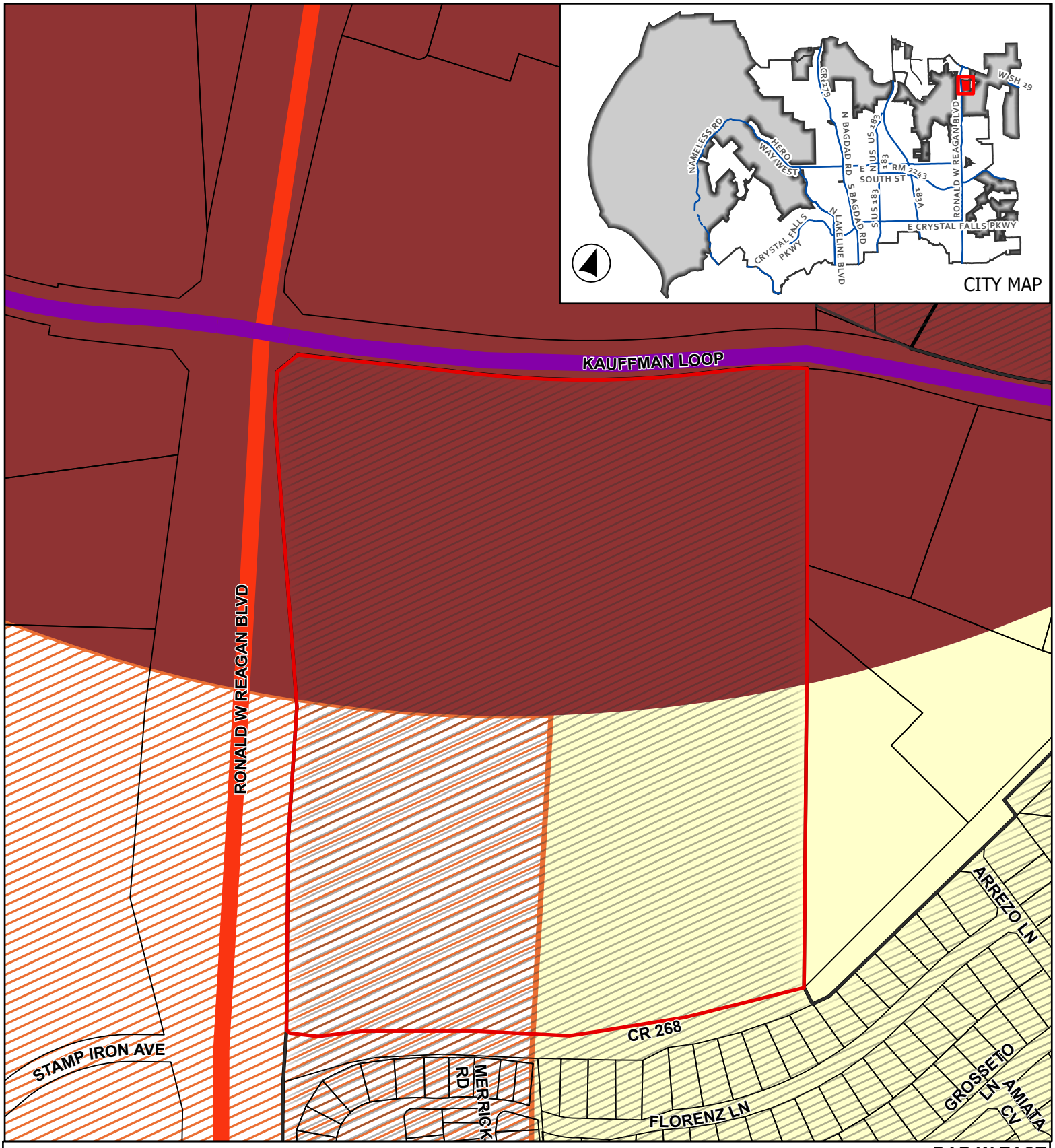

CASE: Z-22-0021

ATTACHMENT 3

BAR W EAST COMMERCIAL

Future Land Use Map

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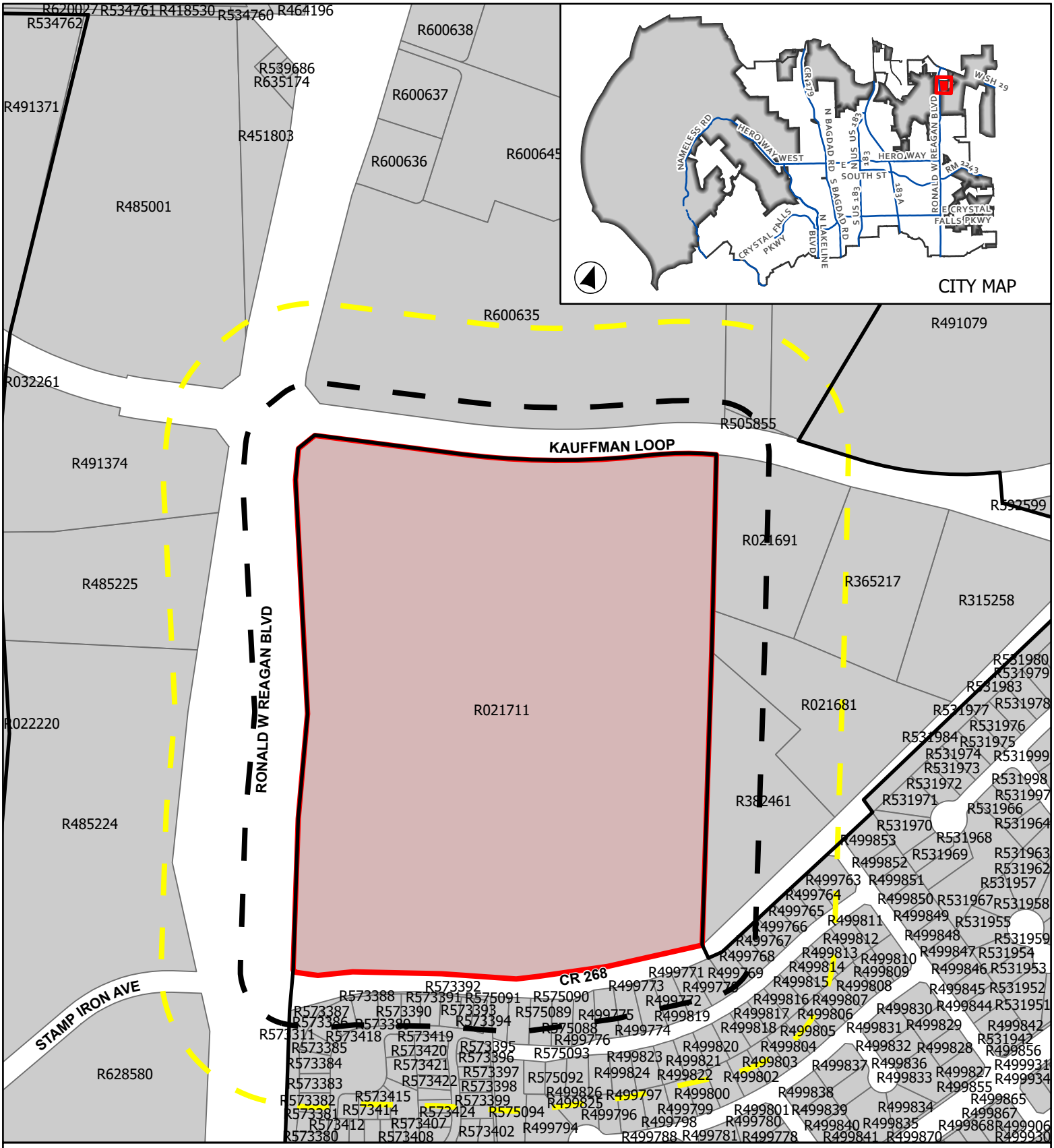
0 150 300

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

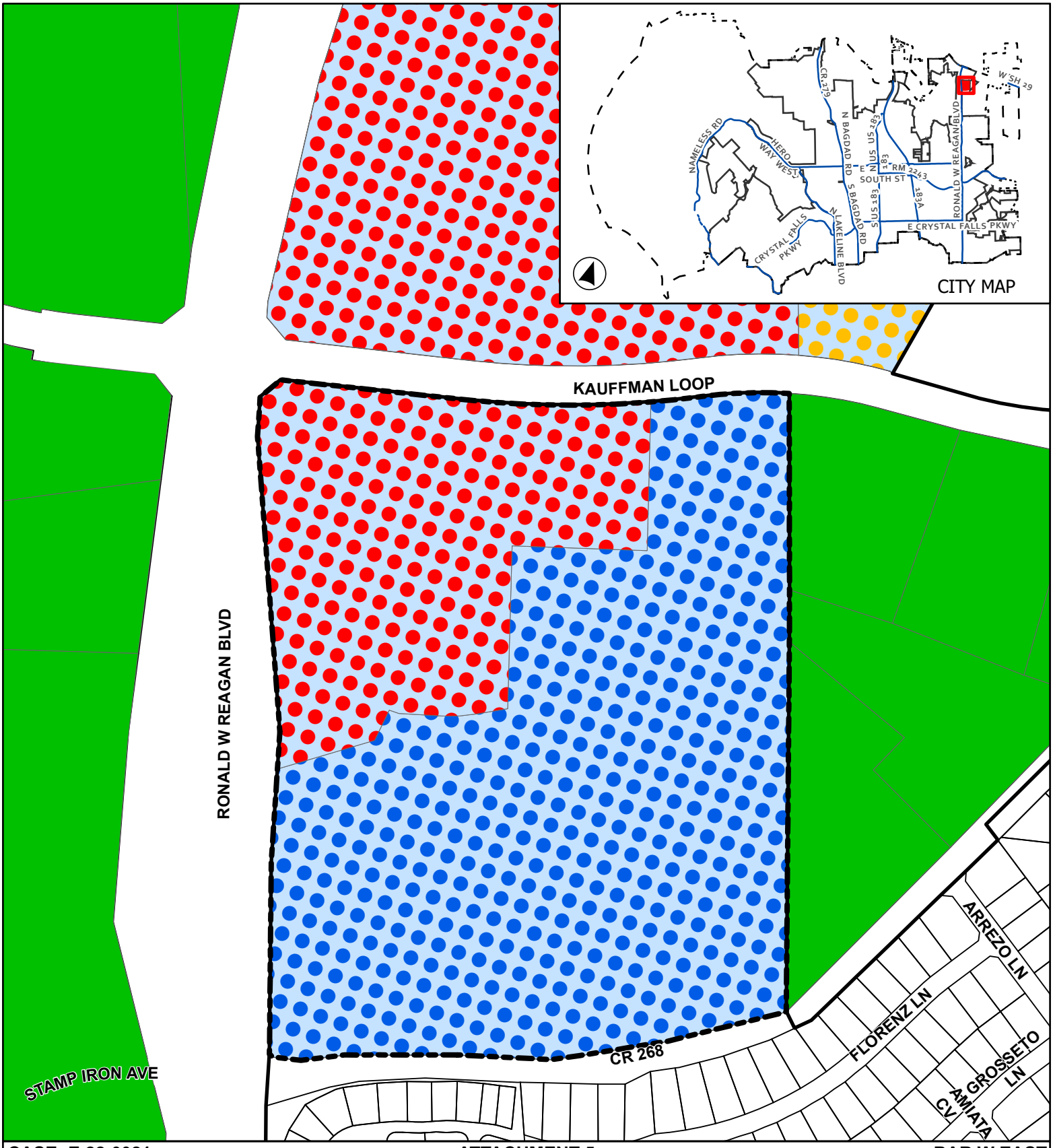
Feet

200' Buffer

500' Buffer

Site Location

Incorporated City



CASE: Z-22-0021

ATTACHMENT 5

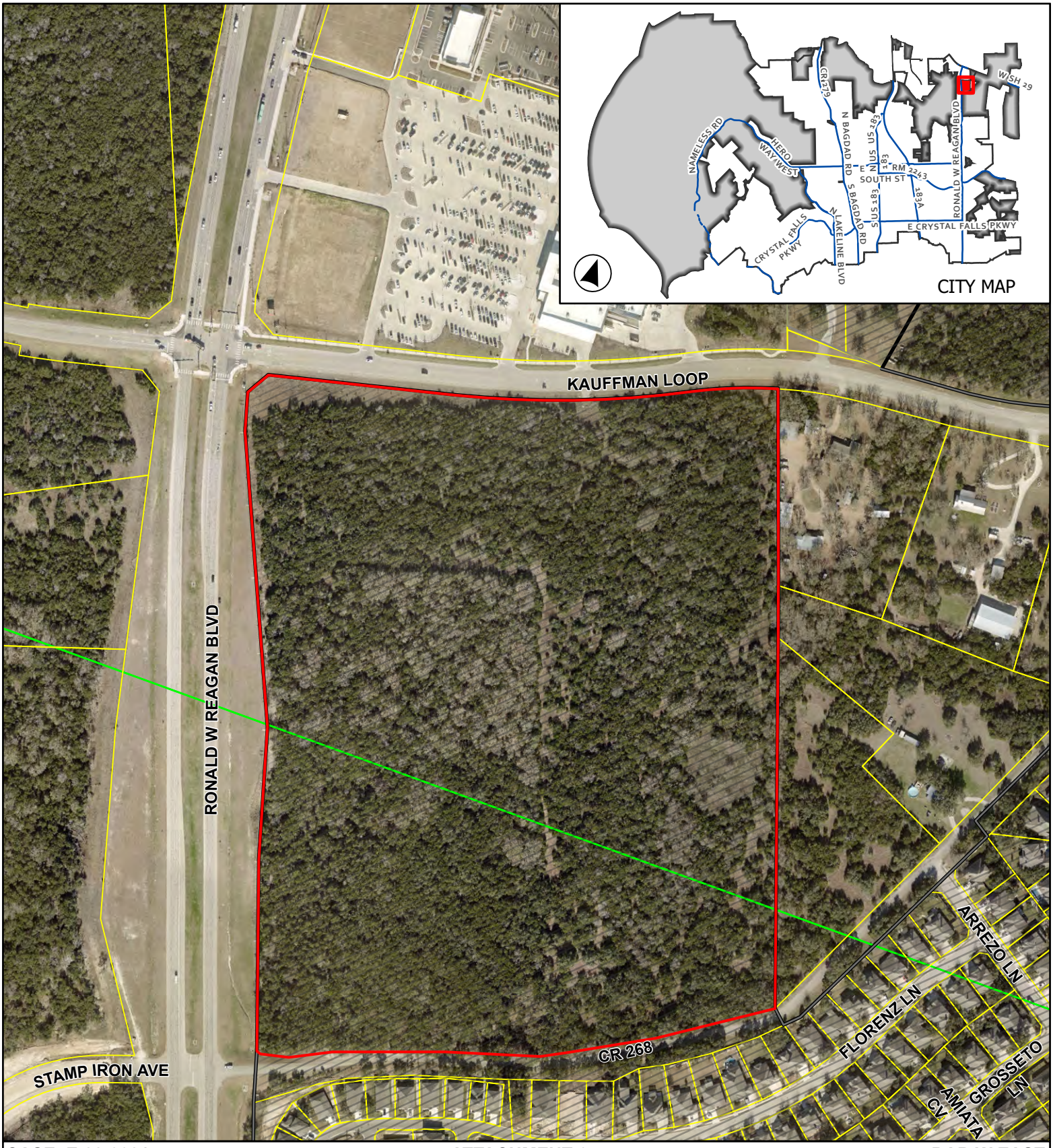
BAR W EAST COMMERCIAL

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

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 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",

I:AC3D\5129\SURVEY\FIELD NOTES\FN – 51.426 AC.doc

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

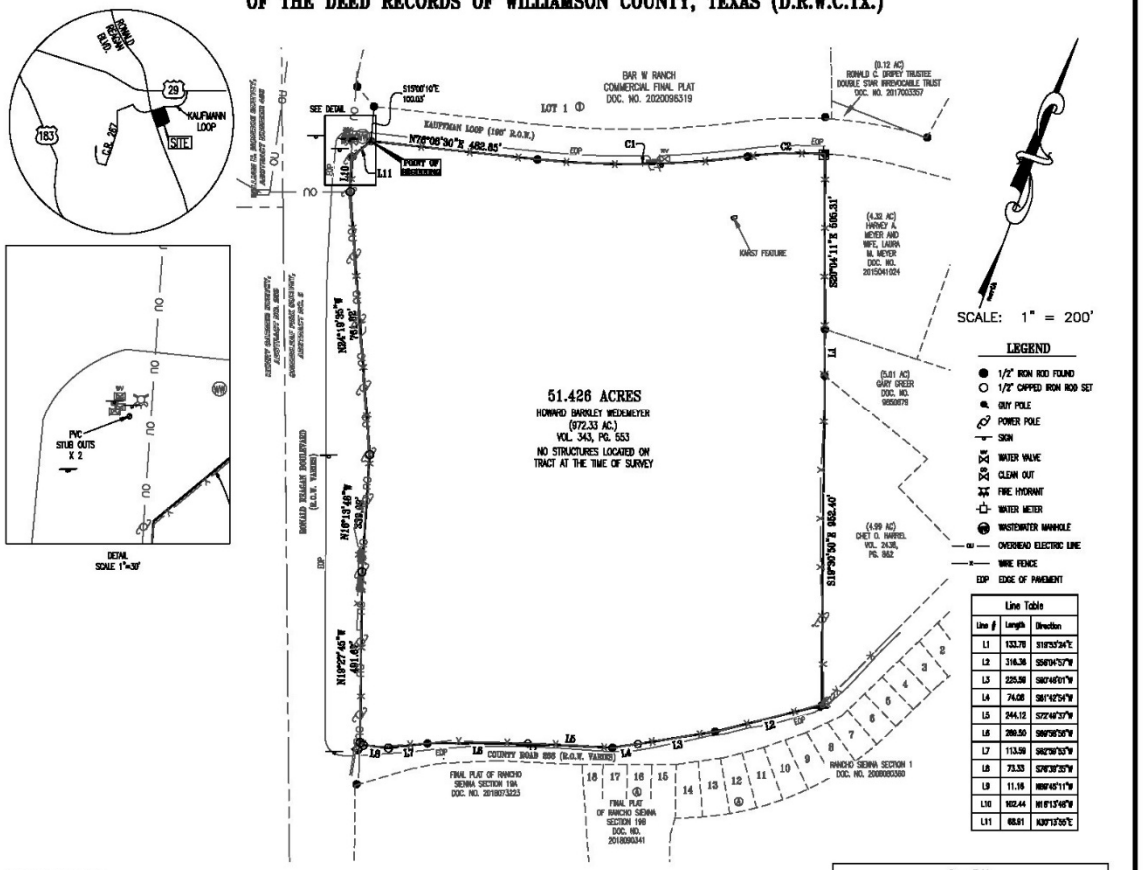
Aaron Thomason; R.P.L.S. NO. 6214
Carlson, Brigance and Doering, Inc.
5501 West William Cannon
Austin, TX 78749
REG.#10024900
Ph: 512-280-5160
aaron@cbdeng.com

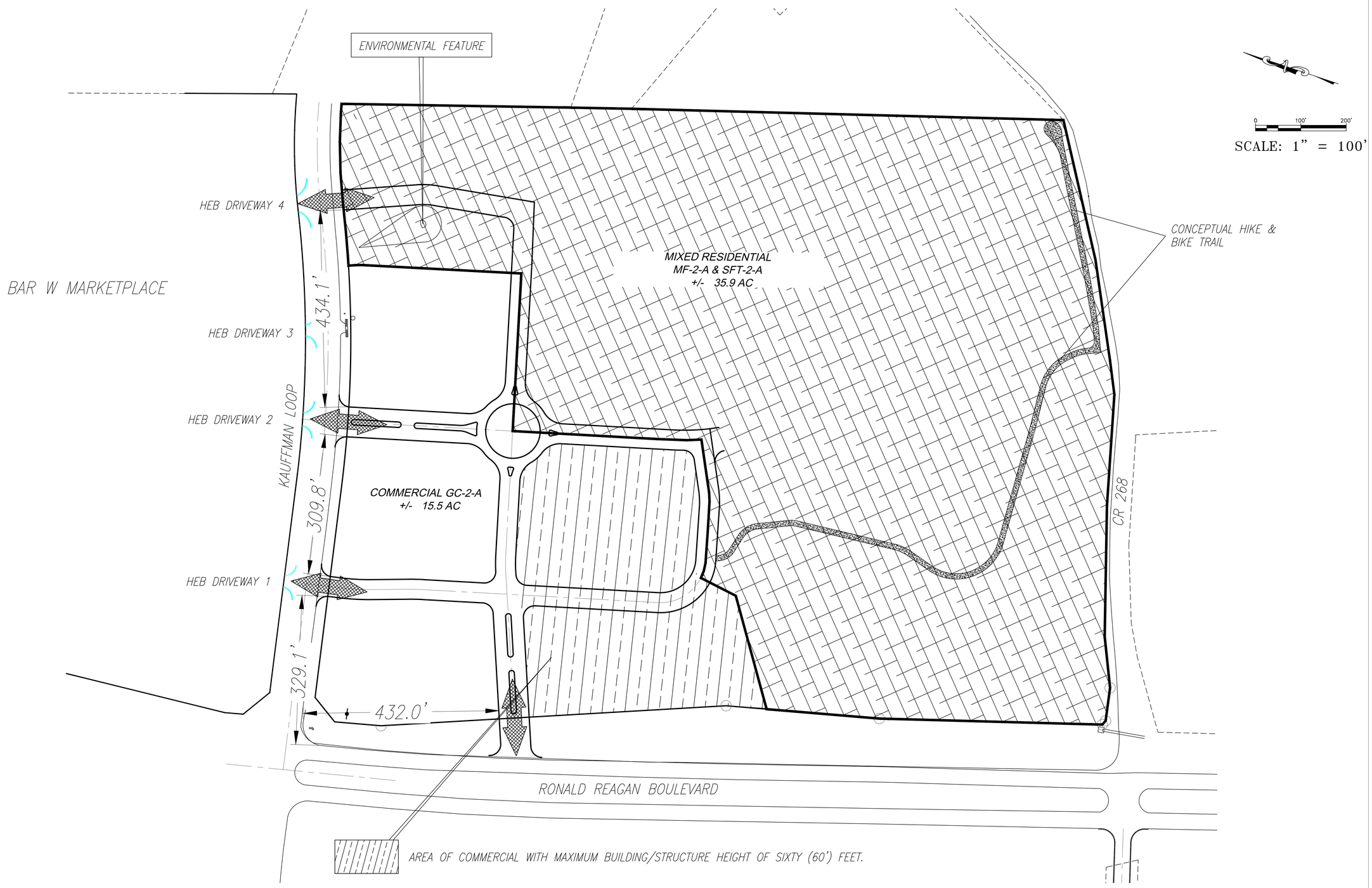
STATE OF TEXAS REGISTERED AARON V. THOMASON 6214 PROFESSIONAL LAND SURVEYOR

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

J:AC3D\5129\SURVEY\FIELD NOTES\FN – 51.426 AC.doc

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.)





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.

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791
Civil Engineering
5501 West William Cannon
Phone No. (512) 280-5160
Surveying
Austin, Texas 78748
Fax No. (512) 280-5165

CONCEPTUAL SITE LAYOUT AND LAND USE PLAN

SHEET

DATE 05-10-22

DRAFTED BY: CP

DESIGNED BY: CRB

BAR W RANCH EAST COMMERCIAL PUD

PRELIMINARY PLAN

JOB NAME

PROJECT

JOB NUMBER 5375

SHEET 1 OF 1

ARMBRUST & BROWN, PLLC

ATTORNEYS AND COUNSELORS

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512-435-2300

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Jewels Cain
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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

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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FACSIMILE 512-435-2360

Jewels Cain
(512) 435-2318
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: shawn@thewolffs.org
   - Gary Greer
     - Address: 1150 CR 268

    - Email: ggreer469334@gmail.com
- Chet Harrell
    - Address: CR 268
    - Email: chet316tracy@yahoo.com
- Brennon and Laura Magee
    - Address: 750 Kauffman Loop
    - Email: laura-magee@hotmail.com
- Harvey and Laura Meyer
    - Address: 700 Kauffman Looop
    - Email: harvey_meyer2002@yahoo.com

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
   ranchosiennamanager@goodwintx.com

   Stacy Lugo
   Rancho Sienna Board - Vice President
   512-635-1588
   stacylugo12@gmail.com

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

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

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

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

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

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

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

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

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

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

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
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

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

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

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

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

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

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
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

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

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

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

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.

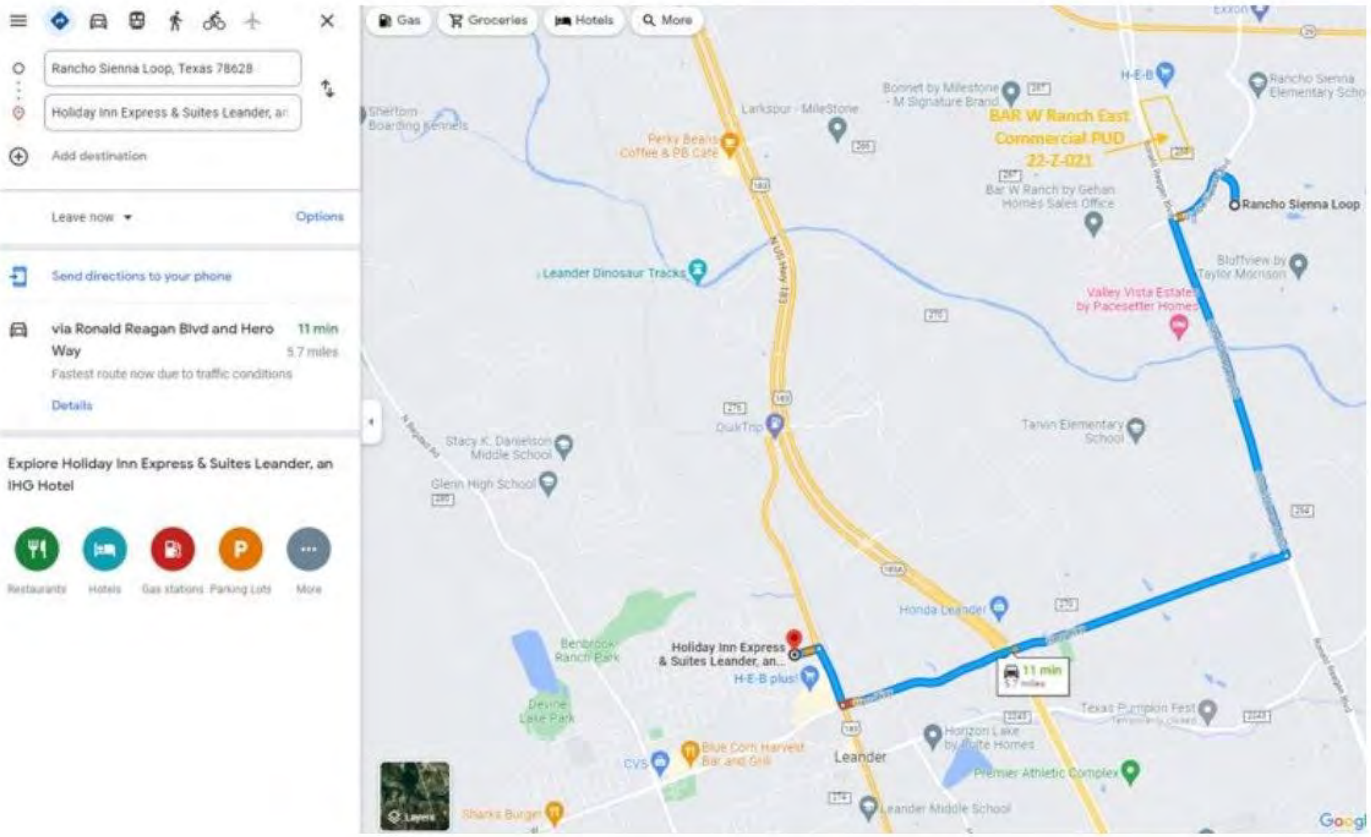
AUGUST 2, 2022

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



2

Proposed Conceptual Plan
KAUFFMAN LOOP
RONALD REAGAN BLVD
BAR W MARKETPLACE
MIXED RESIDENTIAL
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 Gonzalez	132 Florenz Lane	
Carmen Goldman		
Blake Hermen	408 Montalcino Lane	
David Pecora	324 Santa Maria St.	

Sedonna Graham	136 Flowing 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

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 # 16

EXECUTIVE SUMMARY
03/02/2023

AGENDA SUBJECT:

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.

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

BACKGROUND:

This request is the first step in the subdivision process. Staff recommends approval of the concept plan with the following consideration to requested warrants concurrent with this application:
Previous Approved Warrants:

1. Hero Way maximum building setback per SmartCode, Table 7E, to be twelve (12') feet at the primary frontage. Applicant is requesting an increase in building setback to eighty (80') feet due to sites topography and location of detention and water quality pond.
    - This warrant request has been removed with this amendment.
2. Applicant request private streets to qualify as roads creating blocks. This would allow private streets throughout the site, aside from East Street which is a required collector per the Transportation Master Plan.
    - This warrant request has been removed with this amendment.
3. Applicant request limited parking to be placed in the 2nd layer of the mixed use block at the northwest corner of Main Street and Hero Way.
    - This warrant request has been removed with this amendment.
4. Applicant is requesting a waiver to the minimum eight (80%) percent frontage buildout for the northeast block of the site.
    - This warrant request has been removed with this amendment.

HISTORY/TIMELINE:

11/06/2002 – Annexation of northern portion
03/16/2005 – Annexation of southern portion
09/22/2005 – Zoning Approved (Leander Station PUD)
12/02/2021 – Concept Plan Approved
02/23/2023 – Planning & Zoning Commission, 1st Public Hearing

APPLICANT/AGENT:

Applicant/Agent: Drenner Group (Leah Bojo) on behalf of LC Leander, LLC (T. Robert Brownlee)

RECOMMENDATION:

The proposal includes 15.84 acres of Multi-Family a reduction from 17.99 acres previously approved, 2.35 acres of mixed use to be ninety (90%) percent commercial a reduction in area from 2.57 acres, and an increase in civic space from 1.3 acres to 3.31 acres.

The applicant is proposing to create updated street thoroughfares for this project. This is permitted as a warrant through the SmartCode. Below, please find the proposal and the update street sections are part of the agenda back up materials. Below, please find the additional warrants:

1. Permit the Creation of thoroughfare assembly types CS-68-46 and RA-32-32
    a. CS-68-46 to allow wider sidewalks and public on street diagonal parking for commercial uses. The 4x4 tree well will be modified to allow for a four (4')- foot continuous planter to promote greater tree viability.
    b. RA-32-32 to allow an alley type thoroughfare which includes an eight (8')- foot parking lane on one side of the alley to act as a buffer between the development and the railroad.

Permit a structure to cover a stoop along private frontages no deeper than seven (7') feet to allow variation in building design at the pedestrian level and safety from the elements.

The Planning & Zoning Commission recommended approval of the request during the February 23, 2023 meeting.

PRESENTER:

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

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Attachments

1. Concept Plan
2. Location Exhibit
3. P&Z Draft Minutes

LC HERO WAY

CONCEPT PLAN REVISION #1

PROJECT NUMBER: 22-TOD-CP-013
FILING DATE: 08/09/2022

PROJECT INFORMATION

OWNER:
LC LEANDER, LLC
230 WEST STREET, SUITE 200
COLUMBUS, OH 43215
(512) 987-3805

SURVEYOR:
4WARD LAND SURVEYING, LLC
PO BOX 90876
AUSTIN, TX 78709
(512) 537-8384
CONTACT: JASON WARD

CIVIL ENGINEER:
WANTMAN GROUP, INC
2021 E. 5TH STREET, SUITE 200
AUSTIN, TX 78702
(512) 669-5560
CONTACT: IAN WILLIAMS

DEVELOPER:
LIFESTYLE COMMUNITIES, LLC
230 WEST STREET, SUITE 200
COLUMBUS, OH 43215
(512) 987-3805
CONTACT: JUSTIN SCOTT

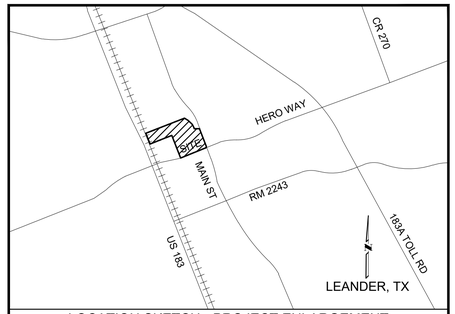
ZONING:
T6 URBAN CORE ZONE

LEANDER CENTRAL:
TRANSIT SUPPORTIVE MIXED USE
PER FUTURE LAND USE MAP
NUMBER OF UNITS: 430

LAND USE SUMMARY:

LOT	AREA (AC)	PROPOSED USE
1	15.84	MULTIFAMILY
1	3.31	CIVIC SPACE
1	2.35	MIXED USE
TOTAL	21.49	-

NOTE:
TOTAL LOT ACREAGE INCLUDES A SECTION OF EAST STREET ROW.
THIS ACREAGE IS BASED ON TITLE SURVEY PERFORMED BY 4WARD LAND SURVEYING, LLC (PROJECT #: 00934)



LOCATION SKETCH - PROJECT ENLARGEMENT
SCALE: 1"=2,000'

LEGAL DESCRIPTION:
BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND CONTAINING 21.4961 ACRES, MORE OR LESS, SITUATED IN THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125, WILLIAMSON COUNTY, TEXAS, AND BEING A PART OF LOT 2, SAN GABRIEL PARK, A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN CABINET Y, SLIDE 364 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.)

WARRANT LIST:

1. THOROUGHFARES: PERMIT THE CREATION OF THOROUGHFARE ASSEMBLY TYPES CS-68-46 AND RA-32-32 AS REQUESTED. (CHAPTER 3.2.1)

   1.1. THOROUGHFARE ASSEMBLY "CS-68-46" IS A HYBRID COMMERCIAL STREET AND STREET TYPE THOROUGHFARE WITH AN OVERALL RIGHT OF WAY WIDTH OF 68 FEET, AND A PAVEMENT WIDTH OF 46 FEET. THE CROSS-SECTION IS SHOWN IN THE "THOROUGHFARE ASSEMBLIES LAYOUT" EXHIBIT.

   1.1.1. THE INTENT OF THIS THOROUGHFARE IS BASED ON ASSEMBLY CS-80-54. THE 4X4 TREE WELL WOULD BE MODIFIED TO A 4-FOOT CONTINUOUS PLANTER TO ALLOW FOR LARGER SOIL VOLUMES THAT PROMOTE GREATER TREE VIABILITY AND DIAGONAL PARKING WOULD BE HEAD-IN PARKING WITH A 12-FOOT TRAVEL LANE.

   1.1.2. THIS THOROUGHFARE ASSEMBLY AT THE CENTERLINE MEETS THE INTENT OF THE SMARTCODE BY PROVIDING WIDER SIDEWALKS AND PUBLIC ON-STREET DIAGONAL PARKING FOR THE COMMERCIAL USES ON THE EAST SIDE AND NEARBY CIVIC SPACE AND PROVIDES SIDEWALK WIDTHS AND PUBLIC PARALLEL PARKING FOR THE ADJACENT RESIDENTIAL USES ON THE WEST SIDE OF THE STREET, AS WELL AS CONSISTENTLY SCALED PLANTERS ON EACH SIDE OF THE THOROUGHFARE.

   1.2. THOROUGHFARE ASSEMBLY "RA-32-32" IS A MODIFICATION OF ALLEY TYPE THOROUGHFARE RA-24-24 WITH AN OVERALL RIGHT OF WAY WIDTH OF 32 FEET, AND A PAVEMENT WIDTH OF 32 FEET. THE CROSS-SECTION IS SHOWN IN THE "THOROUGHFARE ASSEMBLIES LAYOUT" EXHIBIT.

   1.2.1. THE MODIFICATION OF THE THOROUGHFARE TYPE IS TO ALLOW FOR AN 8-FOOT MARKED PARKING LANE ON ONE SIDE OF THE ALLEY. THE ADDITION OF THIS PARKING LANE INCREASES THE BUFFER OF RESIDENTIAL STRUCTURES TO THE ADJACENT PARKING, RAILROAD, AND BACK OF HOUSE COMMERCIAL ACTIVITIES TO THE NORTH, WEST AND SOUTH OF BLOCK F.

   1.2.2. THE LOCATION OF THE REAR ALLEY ALONG THE PERIMETER OF BLOCK F MAINTAINS THE INTENT OF INTERCONNECTED AND GRID-LIKE THOROUGHFARE NETWORKS WITHIN THE LEANDER SMARTCODE, WHILE PROVIDING RESIDENTS AND VISITORS IN CLOSE PROXIMITY TO OPEN SPACE WITHIN THE BLOCK.

2. PRIVATE FRONTAGES: PERMIT THAT A STRUCTURE MAY COVER A STOOP NO DEEPER THAN 7 FEET ALONG THE PRIVATE FRONTAGES IN BLOCKS A, C AND F. (TABLE 6C.E)

   2.1. THE ADDITION OF STRUCTURES OVER THE STOOPS IN THE IDENTIFIED BLOCKS WILL ALLOW FOR A VARIATION IN BUILDING DESIGN THROUGHOUT THE PROJECT AND WILL REINFORCE THE INTENT THE SMARTCODE TO PROVIDE A SAFE ENVIRONMENT (1.3.3.C) BY PROVIDING SPACES FOR RESIDENTS TO GATHER ALONG PRIVATE FRONTAGES ENCOURAGING SAFETY THROUGH EYES ON THE STREET.

SHEET INDEX

Sheet Number	SHEET TITLE
1	COVER SHEET
2	CONCEPT PLAN
3	PARKS PLAN
4	THROUGHFARE ASSEMBLIES LAYOUT
5	CONCEPTUAL RENDERING

SUBMITTED BY :

01/31/2023

IAN WILLIAMS, P.E.
LICENSED PROFESSIONAL ENGINEER NO. 144848
WGI, INC.
2021 EAST 5TH STREET, SUITE 200
AUSTIN, TEXAS 78702
512.669.5560

STATE OF TEXAS — IAN WILLIAMS — 144848 — LICENSED PROFESSIONAL ENGINEER

I CERTIFY THAT THESE ENGINEERING DOCUMENTS ARE COMPLETE, ACCURATE AND ADEQUATE FOR THE INTENDED PURPOSES, INCLUDING CONSTRUCTION, BUT ARE NOT AUTHORIZED FOR CONSTRUCTION PRIOR TO FORMAL CITY APPROVAL.
THE PLAN IS COMPLETE, ACCURATE AND IN COMPLIANCE WITH CHAPTER 25-8 SUBCHAPTER A OF THE LAND DEVELOPMENT CODE.
[LDC 25-8-152]

SURVEYOR'S CERTIFICATION:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WAS ACUTALLY MADE UPON THE GROUND UNDER MY DIRECTION AND SUPERVISION ON 2/25/2021.

JASON WARD, RPLS #5811
4WARD LAND SURVEYING, LLC
PO BOX 90876
AUSTIN, TX 78709
537-8384
TBPLS FIRM NO. 10174300

NO.	DATE	DESCRIPTION	BY
1	6/3/2022	UPDATE CONCEPT PLAN	

FIRM NO: F-15085
WGI
WGInc.com
2021 EAST 5TH STREET, SUITE 200 AUSTIN, TEXAS, 78702
512.669.5560

PROJECT:
LC HERO WAY
CONCEPT PLAN & PLAT
NW CORNER OF HERO WAY AND MAIN STREET, LEANDER, WILLIAMSON COUNTY, TEXAS 78641

SHEET TITLE: COVER SHEET

SHEET
01 OF 05

22-TOD-CP-013

LAST SAVED BY: IAN.WILLIAMS
LAST MODIFIED ON: 1/10/2023 9:35 AM
FILE NAME: 30194487-00 - CD01 COVER SHEET.DWG
PLOTTED ON: 1/10/2023 9:37 AM
PLOTTED BY: IAN.WILLIAMS
PLOTTER NAME: DWG TO PDF.PC3
PLOT STYLE: COLOR.CTB
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LAST MODIFIED ON: 10/17/2019 9:46:48 AM
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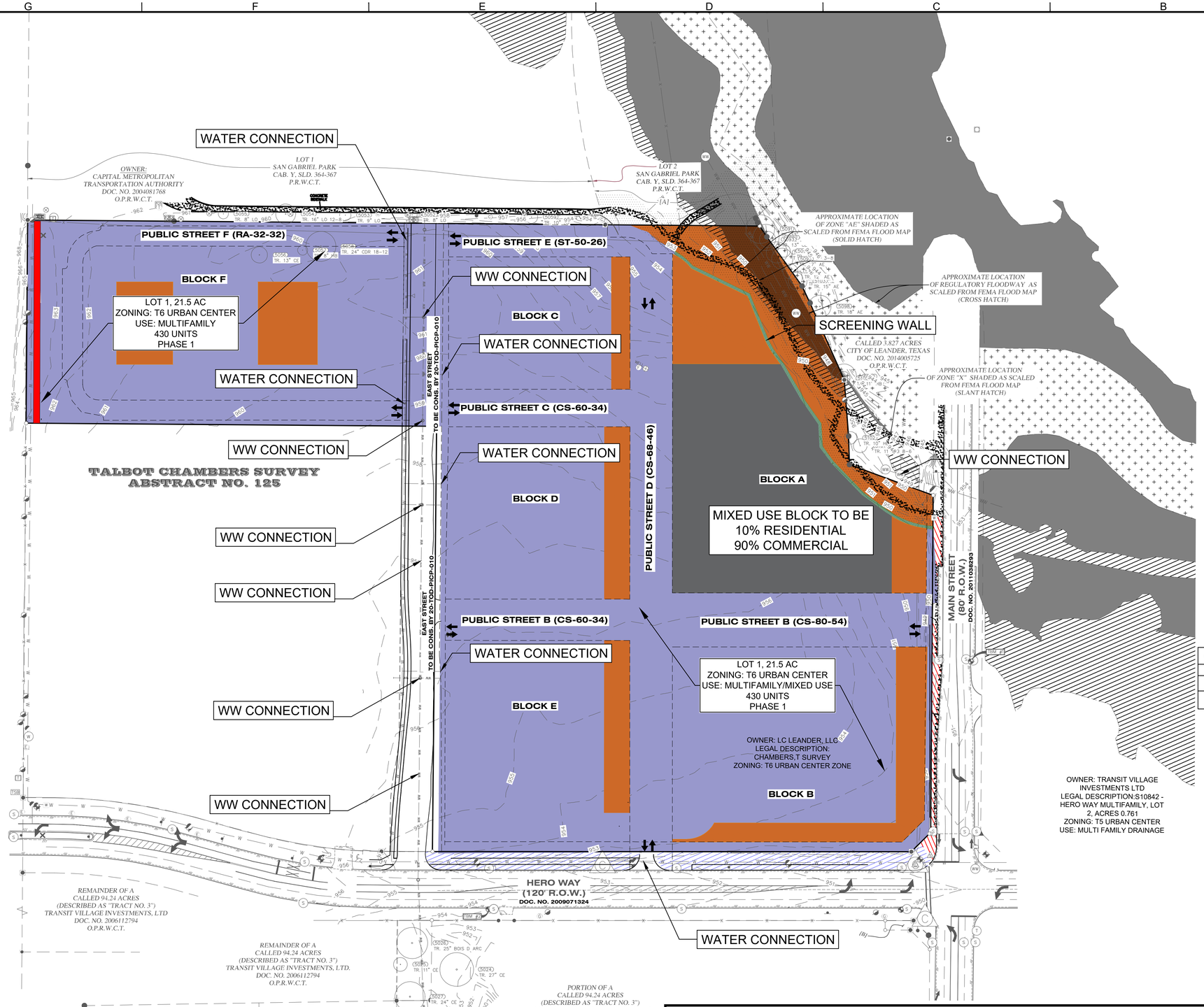
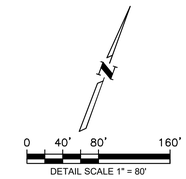




LEGEND

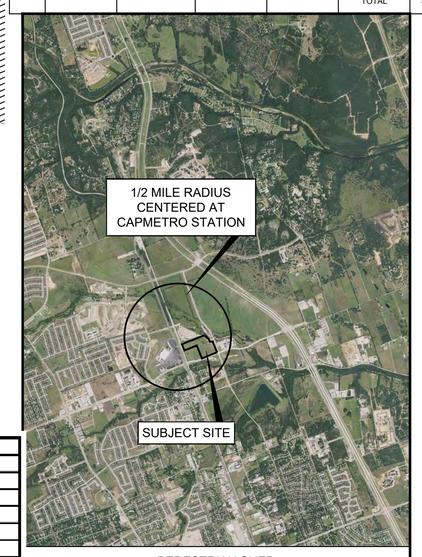
- PROPERTY BOUNDARY / LOT LINE
- XXXX CONTOUR (GRADE) ELEV
- MULTIFAMILY
- PROPOSED CIVIC SPACE
- DETENTION PONDS
- SCREENING WALL
- DRAKE ELM (STREET TREES AT 30' O.C.)
- RED OAK (STREET TREES AT 30' O.C.)
- MIXED USE
- REDLINE TRAIL EXTENSION
- PROPOSED PUBLIC STREET

NOTES:

1. THE LUE'S PRESENTED IN THIS CONCEPT PLAN ARE CONSIDERED CONCEPTUAL. LUE'S ARE TO BE CHECKED AND VERIFIED BY CITY STAFF DURING PRELIMINARY PLAT REVIEW.
2. THIS SITE LAYOUT AND LAND USE PLAN IS CONCEPTUAL AND DOES NOT CONSTITUTE PLAT OR SITE PLAN APPROVAL. SEPARATE SITE DEVELOPMENT PLANS WILL BE SUBMITTED TO THE CITY FOR REVIEW.
3. THIS PROPOSED SUBDIVISION AND SUBSEQUENT REVISIONS COMPLIES WITH THE TRANSPORTATION CRITERIA MANUAL AND WITH THE CITY OF LEANDER TRANSPORTATION MASTER PLAN OF 05/06/2021.
4. EXCEPTIONS AND WARRANTS ARE PROPOSED WITH THIS PROJECT. REFER TO COVERSHEET FOR FURTHER INFORMATION.
5. ALL PUBLIC STREETS WILL BE PLANTED IN ACCORDANCE WITH SMARTCODE TABLE 3G. THE SAME STREET TREE TYPE WILL BE PLANTED BY BLOCK.

Site Data Table	
MULTIFAMILY AREA (AC)	15.840
TOTAL UNITS	430
UNITS/ACRE	28

LOT	AREA (AC)	PROPOSED USE	PHASING	DAILY TRAFFIC VOLUME	TRANSECT	LUES
1	15.84	MULTIFAMILY	PHASE 1 (2022)	3904	T-6	245
1	2.35	MIXED USE	PHASE 1 (2022)	302	T-6	11
					TOTAL	357



PEDESTRIAN SHED

Adjacent Properties		
County Number	Owner	Owner Address
R457676	CAPITAL METRO TRANSPORTATION AUTH	2910 E 5TH ST AUSTIN, TX 78702
R518894	CITY OF LEANDER	PO BOX 319 LEANDER, TX 78646
R538086	HERO WAY TRUST	7887 SAN FELIPE ST STE 237 HOUSTON, TX 77063
R538087	TRANSIT VILLAGE INVESTMENTS LTD	2216 WESTLAKE DR #STE 300 AUSTIN, TX 78746
R566425	NORTHLINE LEANDER DEVELOPMENT COMPANY LLC	3305 BOWMAN AVE AUSTIN, TX 78703
R568060	AUSTIN COMMUNTY COLLEGE DISTRICT	5930 MIDDLE FISKVILE RD, AUSTIN, TX 78752
R606492	TRANSIT VILLAGE INVESTMENTS LTD	2215 WESTLAKE DR #STE 300 AUSTIN, TX 78746
R619565	HW MEDICAL OFFICE INVESTORS LP	1301 CAPITAL OF TEXAS HWY STE C110 AUSTIN, TX 78746
R619566	HERO WAY PARTNERS LP	1301 CAPITAL OF TEXAS HWY STE C110 AUSTIN, TX 78746
R619567	TRANSIT VILLAGE INVESTMENTS LTD	2215 WESTLAKE DR #STE 300 AUSTIN, TX 78746

NO.	DATE	DESCRIPTION	BY
1	6/3/2022	UPDATE CONCEPT PLAN	

WGI
WGInc.com
2021 EAST 5TH STREET, SUITE 200 AUSTIN, TEXAS, 78702
512.693.5560
FIRM NO. F-15085

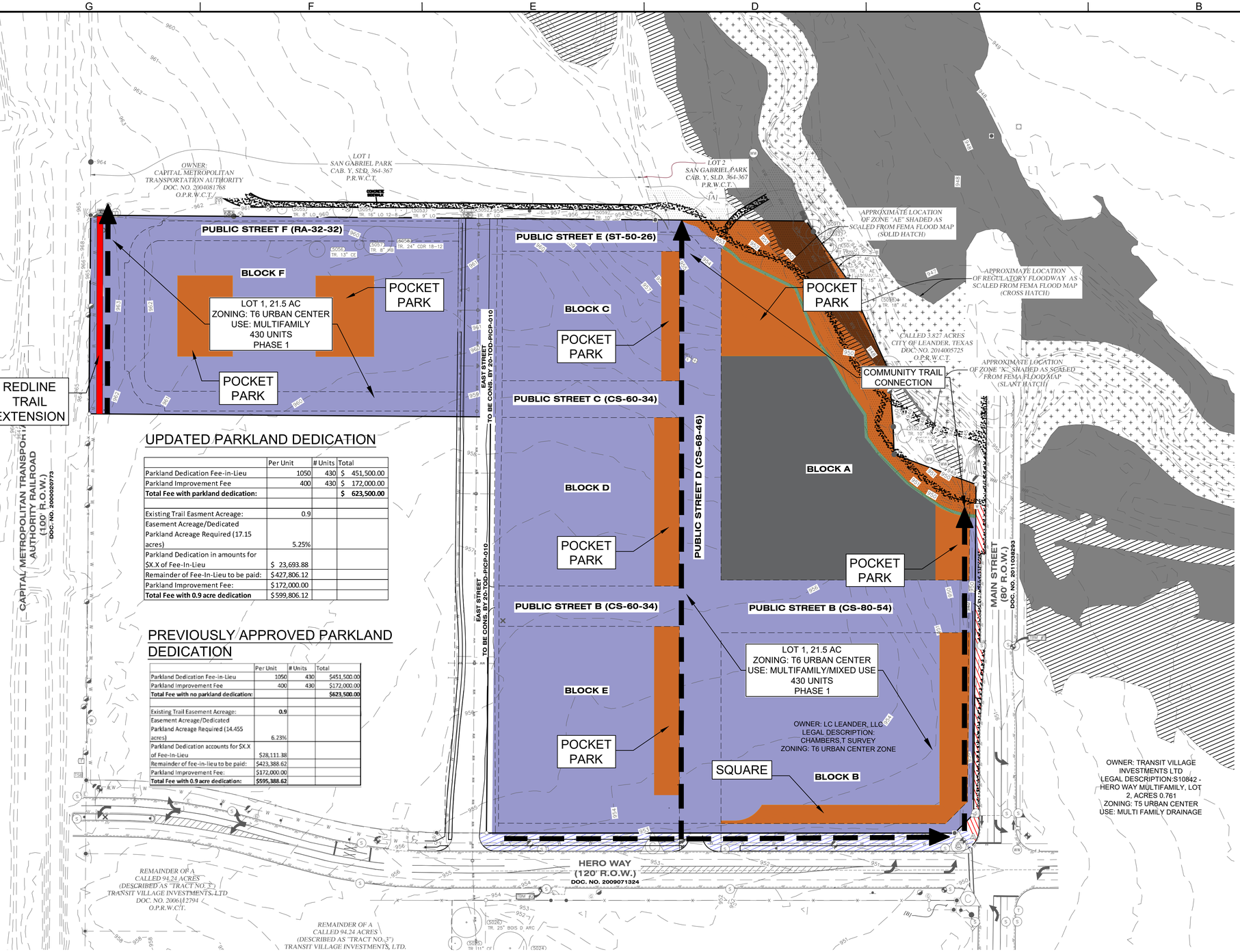
STATE OF TEXAS
IAN WILLIAMS
144848
LICENSED PROFESSIONAL ENGINEER
01/31/2023

PROJECT:
LC HERO WAY
CONCEPT PLAN & PLAT
NW CORNER OF HERO WAY AND MAIN STREET, LEANDER, WILLIAMSON COUNTY, TEXAS 78641

SHEET TITLE:
CONCEPT PLAN

SHEET
02 OF 05

22-TOD-CP-013



UPDATED PARKLAND DEDICATION

	Per Unit	# Units	Total
Parkland Dedication Fee-in-Lieu	1050	430	$ 451,500.00
Parkland Improvement Fee	400	430	$ 172,000.00
Total Fee with parkland dedication:			**$ 623,500.00**
Existing Trail Easment Acreage:	0.9		
Easement Acreage/Dedicated Parkland Acreage Required (17.15 acres)	5.25%		
Parkland Dedication in amounts for $X.X of Fee-In-Lieu	$ 23,693.88		
Remainder of Fee-In-Lieu to be paid:	$427,806.12		
Parkland Improvement Fee:	$172,000.00		
Total Fee with 0.9 acre dedication	$599,806.12		

PREVIOUSLY APPROVED PARKLAND DEDICATION

	Per Unit	# Units	Total
Parkland Dedication Fee-in-Lieu	1050	430	$451,500.00
Parkland Improvement Fee	400	430	$172,000.00
Total Fee with no parkland dedication:			**$623,500.00**
Existing Trail Easement Acreage:	**0.9**		
Easement Acreage/Dedicated Parkland Acreage Required (14.455 acres)	6.23%		
Parkland Dedication accounts for $X.X of Fee-In-Lieu	$28,111.38		
Remainder of fee-in-lieu to be paid:	$423,388.62		
Parkland Improvement Fee:	$172,000.00		
Total Fee with 0.9 acre dedication:	**$595,388.62**		

0 40' 80' 160'

DETAIL SCALE 1" = 80'

LEGEND

- PROPERTY BOUNDARY / LOT LINE
- XXXX CONTOUR (GRADE) ELEV
- MULTIFAMILY
- PROPOSED CIVIC SPACE
- DETENTION PONDS
- SCREENING WALL
- DRAKE ELM (STREET TREES AT 30' O.C.)
- RED OAK (STREET TREES AT 30' O.C.)
- MIXED USE
- REDLINE TRAIL EXTENSION
- PROPOSED PUBLIC STREET
- PROPOSED TRAIL CONNECTION

NO.	DATE	DESCRIPTION	BY
1	6/3/2022	UPDATE CONCEPT PLAN	

WGI
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2021 EAST 5TH STREET, SUITE 200 AUSTIN, TEXAS, 78702
512.695.5560
FIRM NO. F-15085

STATE OF TEXAS
IAN WILLIAMS
144848
LICENSED PROFESSIONAL ENGINEER
01/31/2023

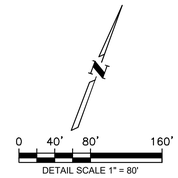
PROJECT:

LC HERO WAY
CONCEPT PLAN & PLAT
NW CORNER OF HERO WAY AND MAIN STREET, LEANDER, WILLIAMSON COUNTY, TEXAS 78641

SHEET TITLE: PARKS PLAN

SHEET 03 OF 05

22-TOD-CP-013



LEGEND

- PROPERTY BOUNDARY / LOT LINE
- XXXX CONTOUR (GRADE) ELEV
- MULTIFAMILY
- PROPOSED CIVIC SPACE
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NOTES:

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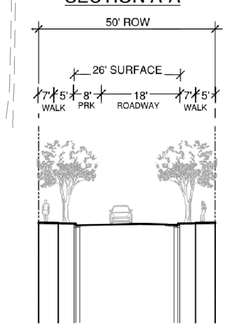
4. EXCEPTIONS AND WARRANTS ARE PROPOSED WITH THIS PROJECT. REFER TO COVERSHEET FOR FURTHER INFORMATION.
5. A DECELERATION/TURN LANE MAY BE REQUIRED ALONG HERO WAY.

BLOCK	PRINCIPLE STREET
A	MAIN ST (MEL MATHIS)
B	MAIN ST (MEL MATHIS)
C	PUBLIC STREET D
D	PUBLIC STREET D
E	PUBLIC STREET D
F	EAST STREET

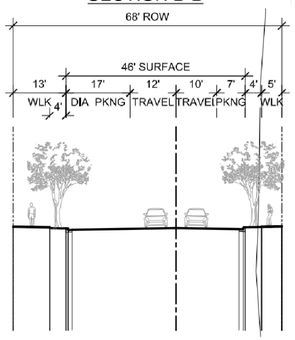
STREET TYPE CS-60-34
SECTION A-A

*IN ACCORDANCE WITH TABLE 3A, "FRONT -IN" DIAGONAL PARKING WILL BE USED AND TRAVEL LANES WILL BE 12'

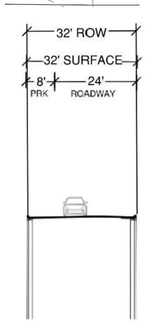
STREET TYPE CS-80-54
SECTION B-B



STREET TYPE ST-50-26
SECTION C-C



STREET TYPE CS-68-46
SECTION D-D



STREET TYPE RA-32-32
SECTION E-E

NO.	DATE	DESCRIPTION	BY
1	6/3/2022	UPDATE CONCEPT PLAN	

FIRM NO. F-15085

512.693.5660

WGI
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2021 EAST 5TH STREET, SUITE 200 AUSTIN, TEXAS, 78702

STATE OF TEXAS
IAN WILLIAMS
144848
LICENSED PROFESSIONAL ENGINEER
01/31/2023

PROJECT:
LC HERO WAY
CONCEPT PLAN & PLAT
NW CORNER OF HERO WAY AND MAIN STREET, LEANDER, WILLIAMSON COUNTY, TEXAS 78641

SHEET TITLE:
THOROUGHFARE ASSEMBLIES LAYOUT

SHEET
04 OF 05

22-TOD-CP-013

EMH&T
Planning and Landscape Architecture
emht.com

LRK

LC Leander - Hero Way/Main Street
Lifestyle Communities
Leander, TX | 09.08.2022
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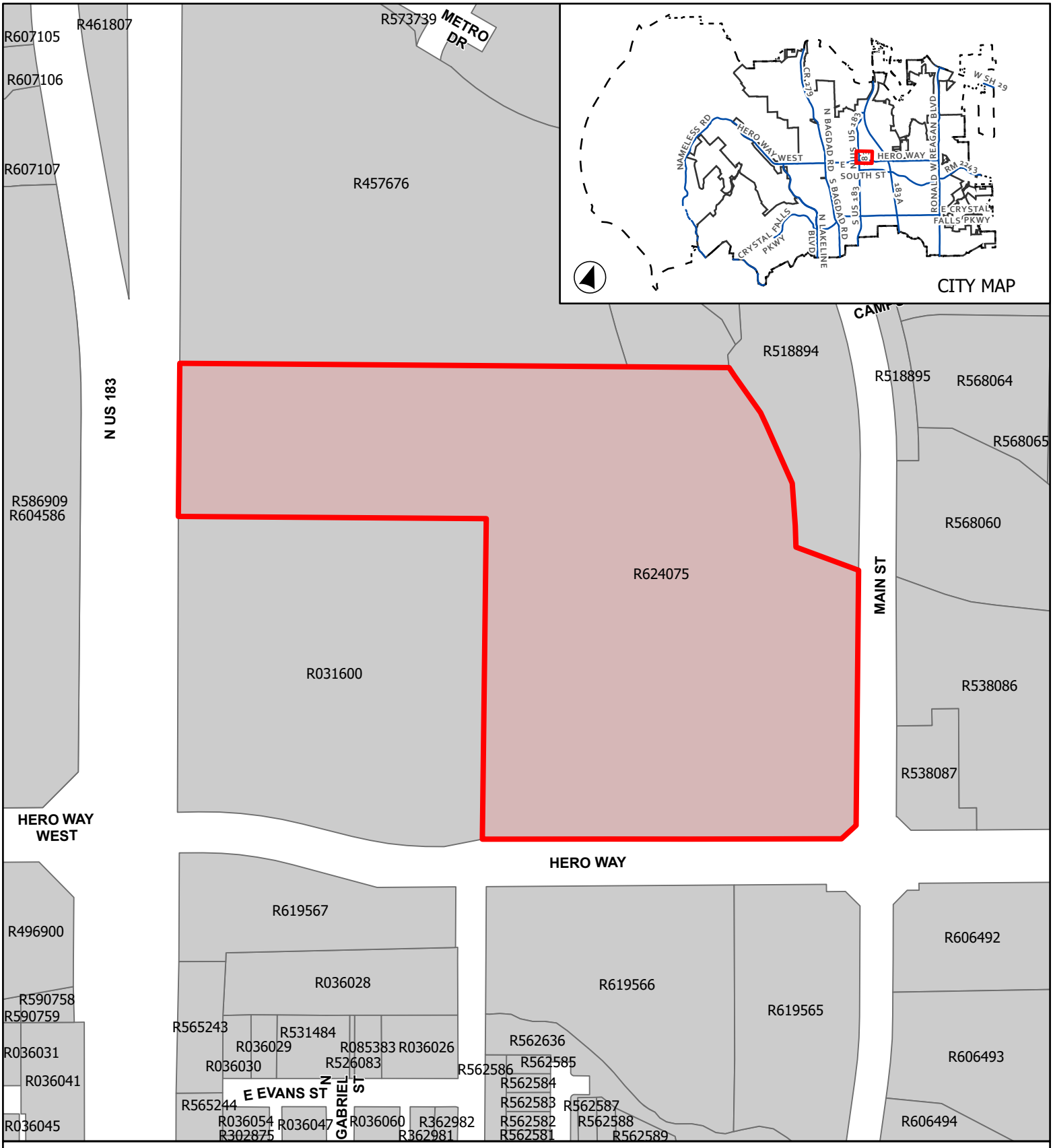
CONCEPTUAL RENDERINGS

EXHIBIT A

SHEET
5 OF 5

22-TOD-CP-013



CASE: CP-22-0013 **ATTACHMENT 2** **LC HERO WAY**

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.

0 130 260

Feet

City Limits

Subject Boundary

ETJ Boundary

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 # 17

EXECUTIVE SUMMARY
03/02/2023

AGENDA SUBJECT:

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.

BACKGROUND:

The purpose of this item is to ratify an agreement for emergency brush cleanup throughout the city following Winter Storm Mara in late January and early February. The agreement provides for TFR Enterprises, Inc. (TFR) to perform storm cleanup, including brush chipping and hauling throughout City neighborhoods. The cost of services pursuant to the agreement is not to exceed $500,000.00.

Because this procurement was one that was necessary to preserve or protect the public health or safety of the municipality's residents and necessary because of unforeseen damage to public property, it is exempt from the requirement to competitively bid out procurements as otherwise required by Texas Local Government Code Chapter 252.

PRESENTER:

Rick Beverlin, City Manager

Attachments

1. TFR Contract
2. Resolution

AGREEMENT BETWEEN CITY OF LEANDER &
T.F.R. ENTERPRISES, INC.

This Agreement is entered into between the **City of Leander, Texas** (hereinafter referred to as the "City") and **T.F.R. Enterprises, Inc.**, a corporation registered in the State of Texas, (hereinafter referred to as "Contractor") to perform emergency and exigent winter storm response tree removal and brush clean up services.

1. General Contract. This Agreement constitutes the entire Agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Agreement include: Contractor Proposal, dated February 22, 2023 (**Exhibit A**). In the event that any discrepancies or contradictions exist between the documents, this Agreement shall govern, then **Exhibit A**. This Agreement is also referred to herein as the "contract". The City Manager is further authorized to clarify the scope of work in writing, and such written clarification shall be incorporated herein as a term of this Agreement.

2. Contractor Obligations. Contractor shall perform emergency winter storm response tree removal and brush clean up services in accordance with **Exhibit A** (the "Obligations"). The contractor shall use mechanical equipment to load and reasonably compact debris into the trucks and trailers. No portion of the work shall be conducted by subcontractors without the City's prior written approval of a clear description of the percentage of the work the Contractor will subcontract out and a list of subcontractors the contractor plans to use for the City's approval.

3. City Obligations. The City shall pay to Contractor an amount up to, but not to exceed five hundred thousand dollars ($500,000.00) to perform the Obligations during the Original Term and the Extension Period, unless amended by a change order and approved by the City of Leander representative authorized to act on its behalf in regard to this Agreement. Payment will be governed by Texas Government Code Chapter 2251, as amended, which shall control in the event of a conflict with this section. Any invoice for partial payment submitted by Contractor must first be submitted and approved in advance by the Purchasing Manager for the City. Contractor shall invoice the City on a weekly basis for services performed the preceding week, and the invoicing shall be based on unit prices of cost per cubic yard. Contractor will be notified of invoice disputes within thirty (30) days of receipt of original invoice. Once the dispute is resolved and once an amended invoice is received, if applicable, the City payments will be submitted to Contractor within thirty (30) days.

4. Term of Agreement; Survival of Terms. This contract shall be in full force and effect when signed by all parties and shall terminate upon March 31, 2023 (the "Original Term") (subject to extension as provided in this section) or when terminated pursuant to paragraph 11 below. The City Manager is authorized to extend this Agreement for a thirty (30) day period (the "Extension Period"). The following paragraphs shall survive termination: 7, 9, 10, 13, 14, 15, 16, 17, 19, 20, 22, and 28.

5. Insurance. Contractor shall maintain insurance within the requirements below throughout the entirety of the Agreement Term(s).

   a. Workers' Compensation and Employers' Liability:

i.	State of Texas:	$1,000,000 Each Accident
ii.	Employer's Liability:	$100,000 Each Accident
		$500,000 Disease-Policy Limit
		$100,000 Disease-Each Employee

iii. Waiver of Subrogation

b. Commercial General Liability:

i.	Bodily Injury & Property Damage General Aggregate Limit:	$1,000,000
ii.	Personal & Advertising Injury Limit	$500,000
iii.	Each Occurrence Limit	$1,000,000

The policy shall be on an Occurrence Form and include the following coverage: Premises Operations; Personal and Advertising Injury; Medical Payments; Liability assumed under an Insured Contract; Independent Contractors; and Broad Form Property Damage. Coverage provided should be at least as broad as found in Insurance Services Office (ISO) form CG000I.

c. Commercial Automobile Liability Limits:

i.	Bodily Injury & Property Damage Combined Single Limit:	$1,000,000
ii.	Medical Payments:	$5,000 Per Person
iii.	Uninsured/Underinsured Motorist	$100,000

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

6. Contractor as Independent Contractor. The Parties agree that Contractor is an independent contractor for all purposes, with sole discretion and control regarding the time, place, and manner of the performance of its duties for the Project. Contractor and its officers, employees and agents are not, by the terms of this Agreement or otherwise, agents, employees or representatives of the City in any manner. The Parties further agree that this Project is not a joint enterprise or a joint venture between them.

7. **INDEMNIFICATION. TO THE MAXIMUM EXTENT PERMITTED BY LAW, CONTRACTOR AGREES TO FULLY AND UNCONDITIONALLY RELEASE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF LEANDER, ITS MAYOR, CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS FROM ANY AND ALL CLAIMS, SUITS, DEMANDS, LOSSES, LIABILITIES, OR DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL CLAIMS RELATED TO DAMAGES OR INJURIES TO REAL OR PERSONAL PROPERTY AND PERSONS, INCLUDING DEATH, INCLUDING ANY AND ALL RELATED COSTS, EXPENSES, COURT COSTS, AND ATTORNEY FEES, WHETHER BROUGHT BY THE CONTRACTOR OR ANY OF THE CONTRACTOR'S OFFICERS, EMPLOYEES, AGENTS, OR REPRESENTATIVES, OR BY ANY THIRD PARTY, THAT MAY DIRECTLY OR INDIRECTLY ARISE OUT OF, OR IN CONNECTION WITH THE PERFORMANCE OF THE OBLIGATIONS BY CONTRACTOR WHETHER CAUSED BY THE SOLE OR JOINTLY NEGLIGENT, GROSSLY NEGLIGENT, RECKLESS, OR WILLFUL ACTS OF THE CONTRACTOR, ITS OFFICERS, AGENTS, OR EMPLOYEES, OR THE CITY OF LEANDER, TEXAS, ITS MAYOR, CITY COUNCIL, OFFICERS, EMPLOYEES, OR AGENTS SAVE AND EXCEPT THE SOLE AND EXCLUSIVE NEGLIGENCE OF THE CITY.**

NEITHER PARTY HAS WAIVED NOR SHALL BE DEEMED TO HAVE WAIVED ANY DEFENSE THAT IT MAY HAVE IN RESPONSE TO SUCH CLAIMS.

8. Equal Employment Opportunity. During the performance of this contract, the contractor agrees as follows:

   a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provision of this nondiscrimination clause.

   b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

   c. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

   d. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

   e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

   f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the City and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

   g. In the event of the Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive

Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h. The Contractor will include the provisions of paragraphs (8)(a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided,* however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

9. The City shall have the right to declare the Contractor in breach of this Agreement for cause when the City determines that this Agreement is not being performed according to its understanding of the intent and meaning of this Agreement. Such breach shall not in any way invalidate, abrogate, or terminate the Contractor's obligations under this Agreement. Without prejudice to any other legal or equitable right or remedy that the City would otherwise possess hereunder or as a matter of law, the City upon giving the Contractor five (5) calendar days prior written notice shall be entitled to damages for breach of contract, upon but not limited to the following occurrences:
(a) If the Contractor shall fail to remedy any default, or if such default cannot be promptly cured to commence curing such default and pursue such cure in a prompt and timely manner, after written notice thereof; or
(b) If the Contractor shall fail to comply with the terms and provisions of this Agreement for any reason, other than the failure by City to make payments called upon when due; or
(c) If the Contractor commits a substantial default under any of the terms, provisions, conditions, or covenants contained in this Agreement.

10. Force Majeure. Either party shall be excused from performance and shall not be in default in respect to any obligation hereunder to the extent that the failure to perform such obligation is due to a Force Majeure Event. For the purpose of this Agreement, an "Event of Force Majeure" means any circumstance not within the reasonable control of the party affected, but only if and to the extent that (i) such circumstance, despite the exercise of reasonable diligence, cannot be, or be caused to be, prevented, avoided or removed by such party, and (ii) such circumstance materially and adversely affects the ability of the party to perform its obligations under this Agreement, and (iii) such party has taken all reasonable precautions, due care and reasonable alternative measures in order to avoid the effect of such event on the party's ability to perform its obligations under this Agreement and to mitigate the consequences thereof.

11. Termination of Agreement. This Agreement may be terminated prior to the end of the term by the City, for any reason or no reason immediately upon providing written notice addressed to the Contractor at the addresses listed below under the paragraph entitiled "Notice". In the event of any such termination by the City pursuant to this provision, Contractor shall be entitled to be paid for work completed up to the date of termination.

12. Assignment. This Agreement may not be assigned, unless both parties consent to such assignment in writing.

13. Appropriation of Funds. This Agreement is subject to the appropriation of funds by the City Council in the City's budget adopted for any fiscal year for the specific purpose of making payments pursuant to this Agreement for that fiscal year. The obligation of the City pursuant to the awarded contract in any

fiscal year for which this Agreement in effect shall constitute a current expense of the City for that fiscal year only, and shall not constitute an indebtedness of the City of any monies other than those lawfully appropriated in any fiscal year. In the event of non-appropriation of funds in any fiscal year to make payments pursuant to the awarded contract, the awarded contract may be terminated.

14. Dispute Resolution. Before any legal action is taken to enforce any term or condition under this Agreement, the parties hereto shall first attempt to settle the dispute by mediation, administered by the American Arbitration Association under its Mediation Rules.

15. Notice. Any and all notices required by this Agreement shall be submitted to the persons and/or organizations, as follows:

    A. To City:
    Mike Neu, Chief of Staff
    City of Leander, Texas
    105 N. Brushy Street
    Leander, Texas 78641
    Email: mneu@leandertx.gov

    Copy to:
    Barbara Boulware-Wells, Principal
    The Knight Law Firm, LLP
    223 West Anderson Lane, Suite A-105
    Austin, Texas 78752
    Email: attornyes@cityattorneytexas.com

    B. Tiffany Jean, Contract Manager
    T.F.R. Enterprises, Inc.
    601 Leander Drive
    Leander, TX 78641
    Email: tiffanyw@tfrinc.com

    Any party may change the email address or mailing address to which notices are to be sent by giving the other parties written notice in the manner provided in this paragraph.

15. Amendment. This Agreement may be amended or modified only by written instrument executed by both City and Contractor.

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

17. No Waiver of Immunities. The City does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and the United States.

18. Severability & Waiver. If any of the terms, provisions, or conditions of this Agreement or the application thereof to any circumstances shall be ruled invalid or unenforceable, the validity or enforceability of the remainder of this Agreement shall not be affected thereby, and each of the other terms, provisions, and conditions of this Agreement shall be valid and enforceable to the fullest extent

permitted by law. A waiver regarding a breach of any term, provision, or condition of this Agreement given by either party shall be effective only in that instance, shall not be construed as a bar or waiver of any right on any other occasion, and shall not act as a waiver of any other breach of this Agreement or any same or similar breach which may occur in the future.

19. Suspension and Debarment.

    a. This Contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

    b. The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, Subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

    c. This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, Subpart C, in addition to remedies available to STATE AGENCY RECIPIENT and the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

    d. The Contractor agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, Subpart C throughout the term of this Agreement. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

20. Access to Records. The following access to records requirements apply to this contract:

    a. The Contractor agrees to provide the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

    b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

    c. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under this contract.

21. Procurement of Recovered Materials. In the performance of this contract, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: 1) competitively within a timeframe providing for compliance with the Contract Time; 2) meeting contract performance requirements; or 3) at a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines website:
    https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

22. Department of Homeland Security (DHS) Seal, Logo, and Flags. The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

23. Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgment that FEMA financial assistance will be used to fund the contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

24. No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the City, contractor, or any other party pertaining to any matter resulting from this contract.

25. Fraud and False or Fraudulent or Related Acts. The Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

26. Federal Water Pollution Control Act.

    a. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

    b. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

    c. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

27. Clean Air Act.

    a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

    b. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

    c. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

28. Compliance with the Contract Work Hours and Safety Standards Act.

    a. Overtime requirements. No Contractor or any subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

    b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including

watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

c. Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

d. Safety Precautions. Safety precautions at the site are a part of the techniques and processes for which the Contractor shall be solely responsible. The Contractor shall, at minimum, comply with all federal and state laws, rules and regulations, and recognized and accepted industry practices, applicable to safety precautions, notices and warnings.

e. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

29. Statutory Verifications.
    a. 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 Contractor represents that neither the Contractor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Contractor (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms "boycotts Israel" and "boycott Israel" as used in this paragraph have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended.
    b. 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, Contractor represents that Contractor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Contractor is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.
    c. The Contractor 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).

d. The Contractor 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.

30. Entire Agreement. This Agreement sets forth the entire understanding and agreement of the parties. All previous oral or written promises or agreements by the parties hereto are void. This Agreement shall not be amended or altered except by a written document signed by the parties.

31. Authority to Sign. By my signature below, I hereby affirm that I am an authorized representative to bind Contractor.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the last date written below:

T.F.R. ENTERPRISES, INC.

By: _____ Date: 2/22/2023
Tipton F. Rowland
CEO

CITY OF LEANDER, TEXAS

By: _____ Date: 02/23/23
Richard B. Beverlin III
City Manager

T.F.R. Enterprises, Inc.
DISASTER RESPONSE DIVISION

Exhibit A

DATE: 02/22/2023

601 Leander Drive, Leander, Texas 78641
(512) 260-3322 or (512) 565-0710
tiffany@tfrinc.com

TO Mike Neu
City of Leander

CONTACT PERSON	JOB	PAYMENT TERMS	DUE DATE
Tiffany Jean	Winter Severe Weather	Net 10	

QTY	DESCRIPTION	UNIT RATE	LINE TOTAL
1	1. Load and haul of vegetative debris to TFR site located at 285 Glory Lane, Williamson County. 2. Reduction of vegetative debris to mulch debris at TFR site. 3. Disposal of mulch debris from TFR site.	$20.32 CY	$20.32 CY
		SUBTOTAL	
		SALES TAX	
		TOTAL	

- Loading of vegetative debris occurs within Leander city limits.
- Unit monitoring will be the responsibility of the City of Leander.
- TFR is responsible for final disposal and associated tipping fees.

Coordinated start date proposed as 02/27/2023 RBB III

Quotation prepared by: Tiffany Jean, Contract Manager (512) 565-0710

To accept this quotation, sign here and return: Richard B. Beverlin III, city Manager

THANK YOU FOR YOUR BUSINESS!

A RESOLUTION OF THE CITY OF LEANDER, TEXAS

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEANDER, TEXAS, RATIFYING THE EXECUTION OF AN AGREEMENT BY THE CITY MANAGER FOR EMERGENCY WINTER STORM-RELATED BRUSH CLEANUP SERVICES WITH TFR ENTERPRISES, INC. IN AN AMOUNT NOT TO EXCEED $500,000; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City of Leander experienced widespread tree limb damage and debris on public and private property during the severe winter weather of January and February 2023; and

WHEREAS, the public health and safety of the City's residents requires swift removal of the damaged and fallen tree limbs and debris from the City's roadways, sidewalks, and rights-of-way; and

WHEREAS, TFR Enterprises, Inc. had the ability to quickly deploy work crews and equipment throughout the City to perform brush cleanup, chipping, and hauling and tree maintenance in a timely and safe manner; and

WHEREAS, Texas Local Government Code Chapter 252 generally requires that a city competitively bid out procurements before the city enters into an agreement for more than $50,000; and

WHEREAS, pursuant to Texas Local Government Code Section 252.022, procurements necessary to preserve or protect the public health or safety of the municipality's residents and procurements necessary because of unforeseen damage to public machinery, equipment, or other property are both exempt from the requirement to competitively bid out procurements; and

WHEREAS, the City Council has determined that such a procurement was necessary to preserve or protect the public health or safety of the municipality's residents and necessary because of unforeseen damage to public machinery, equipment, or other property are both exempt from the requirement to competitively bid out procurements; and

WHEREAS, the presence of large piles of branches, brush, and related storm debris create public safety hazards in the nature of fire hazards and vector attractors, which constitutes exigent circumstances and the need to take urgent action to avoid, prevent, or alleviate serious harm or injury, financial or otherwise, to the City and its residents, and use of competitive procurement proposals would prevent the urgent action required to address the situation; and

WHEREAS, the City Manager executed an agreement with TFR Enterprises, Inc. for emergency and exigent winter storm-related brush cleanup services in an amount not to exceed $500,000.

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

SECTION 1. The above and foregoing recitals are hereby found to be true and correct and are incorporated herein as findings of fact.

SECTION 2. The City Council hereby ratifies the execution of an Agreement by the City Manager for emergency winter storm-related brush cleanup services with TFR Enterprises, Inc. in an amount not to exceed $500,000.

SECTION 3. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

DULY PASSED AND APPROVED this the 2 day of March, 2023.

CITY OF LEANDER, TEXAS

_____
Christine DeLisle, Mayor

ATTEST:

_____
Dara Crabtree, City Secretary

AGENDA ITEM # 18

EXECUTIVE SUMMARY
03/02/2023

AGENDA SUBJECT:

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.

BACKGROUND:

The wrecker service ordinance was updated last in 2017 to comply with current practices in surrounding jurisdictions and to remove sections that were no longer applicable. After a few years of implementation we are updating the ordinance in response to feedback from enforcement officers and wrecker services.

Changes include updated pricing lists, clarification on when officers may call for tow services, implementation of auditing and inspection, procedures for rotation list maintenance and use, guidance for officers and wrecker services regarding behavior and procedure on site, use of alternate wrecker services, and updates to penalties and appeals thereto.

PRESENTER:

Greg Minton, Police Chief
Ryan Doyle, Sergeant Traffic Enforcement and Management

Attachments

1. Redline Ordinance
2. Ordinance

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO. ~~17-062-00~~

AN ORDINANCE AMENDING CHAPTER 4, ARTICLE 4.10 AND SECTION A4.008 OF THE APPENDIX A FEE SCHEDULE OF THE CITY OF LEANDER CODE OF ORDINANCES REGULATING WRECKER SERVICES; ADDING DEFINITIONS; UPDATING FEES RELATED TO NON-CONSENT TOWS; ESTABLISHING WRECKER 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.

WHEREAS, the City of Leander, Texas (herein the "City"), desires to review and update wrecker services, operations, fees and regulations within the City; and

WHEREAS, the City recognizes ~~that the unregulated operation of tow trucks diminishes the efficiency and effectiveness of the City's public safety function through its police force; and~~ without regulation, people needing tow services would be vulnerable to price spikes when they need tow services;

WHEREAS, the City recognizes that without proper ordinances, the City cannot effectively regulate towing services within the City; and

WHEREAS, the City finds it reasonable and lawful to regulate tow truck operations within the City in order to preserve safe operations, preserve uniform fairness in the use of tow services within the City's jurisdiction and to protect the public's interest.

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

Section 1. Findings of Fact. 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. Amending Article 4.10, Wrecker Service, of the Leander Code of Ordinances. Article 4.10, Wrecker Service, of the Leander Code of Ordinances, is hereby amended in its entirety to read as follows:

ARTICLE 4.10 WRECKER SERVICE

Sec. 4.10.001 Definitions

For the purpose of this Article, the following terms shall have the meanings respectively ascribed to them in this section:

Abandoned vehicle. A motor vehicle that has been left on private property without the consent of the property owner for a period in excess of five (5) calendar days or on public property for the time periods and in the manners as defined by Section 683.002 of the Texas Transportation Code, as amended.

Alternate Wrecker. A permit holder shall designate one (1) alternate wrecker company to assist as needed with calls from the department. See Section 4.10.006 for additional requirements.

Authorized Traffic Violation Tows. Officers are authorized to tow and to call for a rotation wrecker for the following traffic violations:

1) Any vehicle that is involved in a collision and the vehicle's owner or operator fails to show evidence of financial responsibility as required under V.T.C.A., Transportation Code Chapter 601, as amended; or

2) Any vehicle that is stopped for an alleged violation of a city or state traffic law or other law applicable to the operation of a vehicle on the roadway and the vehicle's owner or operator fails to show evidence of financial responsibility as required under V.T.C.A., Transportation Code Chapter 601, as amended; or

3) No Driver license and a licensed operator is not immediately available or able to respond in a reasonable amount of time to take custody of the vehicle; or

4) Improper classification of driver license for type of vehicle driven; or

5) Unauthorized vehicles operated on a public roadway or vehicles found to be displaying registration belonging to another vehicle or improperly registered (also includes wrong, altered or fictitious registration violations); or

6) Any violations that reduce the safe operation of such on a vehicle that cannot be remedied immediately; or the driver is found to be unable to safely operate the vehicle due to some other condition other than drug or alcohol induced impairment; or

7) Any other scenario already established by local, state or federal law allowing the impoundment of a vehicle.

Consent tow. Any tow of a motor vehicle in which the tow truck is summoned by the owner or operator of the vehicle or by a person who has possession, custody, or control of the vehicle, as defined by 16 Texas Administrative Code, Section 86.10(5), as amended. The term does not include an incident management tow or a private property tow.

Contract Wrecker. A Wrecker company or companies designated as the preferred towing service provider for the police department's fleet and all vehicles considered evidence, needing further examination, reported stolen or requiring a hold of any kind. The awarded contractor shall also be the recommended wrecker service for private parties (consent tows) requesting a service tow or tow assistance through an officer of the police department (motorist assistance, stranded motorist, service assistance). The contracted wrecker company or companies will be established by a process determined by the Chief of Police or their designee.

Drop Fee (or charge). means the maximum fee that may be charged for the release of the vehicle before its removal from the property or parked location. As defined in Texas Administrative Code 86.455, or as amended.

Heavy duty tow. Any tow of a motor vehicle with a gross weight rating that exceeds 25,000

pounds, as detailed in Section 2308.0575 of the Texas Occupations Code, as amended. (Includes gross weight rating of 25,000 pounds even).

Illegally parked vehicle. Any motor vehicle alleged to be in violation of any ordinance in the City regulating stopping, standing or parking ~~Section 12.04 of this Code~~, or in violation of applicable parking regulations of the Texas Transportation Code or other State Law, as amended.

Incident management tow. Any tow of a vehicle in which the tow truck is summoned by the Leander Police Department to the scene of a traffic collision or to an incident, including the removal of a vehicle, commercial cargo, and commercial debris from an collision or incident scene, as defined by 16 Texas Administrative Code, Section 86.10(11), as amended. The term shall also include tows incident to arrest, traffic hazards, ~~and~~ illegally stopped, standing or parked vehicles, vehicles found to have committed certain traffic violations listed in this ordinance, vehicles reported stolen, vehicles considered evidence in a criminal investigation and tows of abandoned vehicles initiated by the Leander Police Department.

Light duty tow. Any standard tow of a motor vehicle with a gross weight rating of 10,000 pounds or less, as detailed in Section 2308.0575 of the Texas Occupations Code, as amended.

Medium duty tow. Any tows of a motor vehicle with a gross weight rating of more than 10,000 pounds, but less than 25,000 pounds, as detailed in Section 2308.0575 of the Texas Occupations Code, as amended.

Non-consent tow. Any tow of a motor vehicle that is not a consent tow, including an incident management tow and a private property tow, as defined by 16 Texas Administrative Code, Section 86.10(13), as amended.

On Scene time. The time arrived on the actual scene until the time departed from the actual scene. Does not include drive time, time at the impound yard, towing to an alternate location, etc., unless otherwise stated.

Permit holder. Any wrecker company possessing a current, valid permit to engage in towing from the wrecker rotation lists in the City. A permit holder's primary business office shall be located and maintained within the corporate limits of the city, its extraterritorial jurisdiction, or within ~~ten (10)~~ fifteen (15) miles of those areas. The term also refers to a permit issued by the State of Texas.

Private property tow. Any tow of a vehicle authorized by a parking facility owner without the consent of the owner or operator of the vehicle, as defined by 16 Texas Administrative Code, Section 86.10(18), as amended.

Vehicle storage facility (VSF). A vehicle storage facility, as defined by Texas Occupations Code, Section 2303.002, as amended, that is operated by a person who holds a license issued under Texas Occupations Code, Chapter 2303 to operate the facility.

Wrecker company. A person or legal entity operating a tow truck over public roadways in the State of Texas as defined by 16 Texas Administrative Code, Section 86.10(22), as amended. The term includes the owner, operator, employee, or agent of a towing company, but does not include a political subdivision of the State. Each wrecker company shall maintain a single unique Texas Department of Licensing and Regulation (TDLR) number.

Wrecker rotation List. A list of permit holders prepared in accordance with the provisions of this Article, as amended.

Sec. 4.10.002 Applicability

This Article applies to all wrecker movements within the city, except for those performed by governmental entities or directed by law enforcement. . All wrecker operation inside of the City must comply with this Article.

a) Unless exempted by State law, it shall be unlawful for any person to operate a wrecker company, or to perform wrecker movements for incident management tows or private property tows in the city without a permit issued in accordance with this Article.

~~b)~~ A wrecker company that has a proper certificate of registration or permit from the State of Texas is not required to obtain a permit from the city under this Article in order to perform consent or non-consent tows within, from, or through the limits of the city; provided, however, that non-consent tows originating within the corporate limits of the city or roadways subject to its jurisdiction shall be subject to Appendix A, Section A4.008.

~~c)~~b)

c) Any wrecker company performing any type of non-consent tow or tow service within the corporate limits of the city or roadways subject to its jurisdiction shall be subject to inspection or audit by the Chief of Police or his designee.

d) All permit holders under this Article shall comply with all applicable State laws. Failure to comply with State laws will be a violation of this Article and subject to either fines or an administrative penalty or both.

Sec. 4.10.003 General Regulations

(a) No person shall drive or cause to be driven a wrecker to or near the scene of a collision on a public roadway in the city or any roadway subject to the city's jurisdiction unless such person has been called by the police department. In situations where a wrecker driver is a certified emergency medical technician, such driver may stop and render aid as required by law but such wrecker driver will not be able to tow at such collision except pursuant to the rotation list.

(b) No ~~permit holder~~ or ~~hi~~ its employees shall solicit in any manner, directly or indirectly, on the streets of the city, wrecker business involving any vehicle which is wrecked on a public street. This prohibition applies regardless of whether the solicitation is for the purpose of soliciting the business of towing, removing, repairing, wrecking, storing, trading, selling or purchasing such vehicle. Proof of the presence of any person engaged in the wrecker business, whether or not certified or identified under the provisions of this article, except a wrecker called pursuant to the provisions of this article, at or near the scene or site of a wreck or collision on any public street in the city after the occurrence of a wreck and prior to removal of all disabled or damaged vehicles shall be prima facie evidence of a solicitation in violation of this article.

(c) All wrecker drivers arriving at the place where any collision has occurred shall obey all lawful orders given them by any police officer investigating such collision and shall not in any manner interfere with such officer in the performance of his duty.

(d) Whenever a wrecker arrives at the place where a vehicle has been disabled, the wrecker driver shall park the wrecker as close to the roadway curb as possible and otherwise dispose of it in a manner that does not interfere with traffic. The wrecker driver shall not park their vehicle within a distance of twenty-five (25) feet from a wrecked or disabled vehicle.

(e) It shall be the duty of the driver of each wrecker that removes a wrecked, damaged or disabled vehicle from the place where a collision has occurred to clear and remove any and all debris, parts, glass or vehicle fluids as the result of ~~an~~ collision or collisions from the roadway to the satisfaction of the officer investigating the collision. In the event two (2) or more wreckers pick up vehicles for towing, it shall be the duty of each driver to clear and remove debris, parts or glass from the roadway.

(f) Should no wrecker be required due to both vehicles being able to drive away on their own power from the collision scene then the driver(s) involved are responsible for debris removal with the assistance of traffic control by officers.

(g) There shall be no arguing between wrecker company staff on a scene. Each should work together calmly with the goal of clearing the roadway and opening it for the use by the public.

Sec. 4.10.004 Wrecker Requirements

(a) General

(1) All permit holders shall maintain at least one wrecker, and shall maintain all wreckers in accordance with the requirements of this Article and Title 16, Chapter 86 of the Texas Administrative Code, as amended.

(2) All permit holders must notify the Leander Police Department of any change to the information supplied on the completed application within ten (10) calendar days of such change.

~~(1)~~(3) All wreckers shall maintain a valid Incident Management Towing Permit pursuant to Title 16, Chapter 86 of the Texas Administrative Code, as amended and be in such condition that they can safely and readily be used as a wrecker for incident management tows.

(b) Wrecker lifting capacity. Each wrecker shall be equipped with a power operated winch with a lifting capacity of not less than eight thousand (8,000) pounds single line capacity, as reflected by a manufacturer's certificate.

(c) Standard equipment

(1) Each wrecker shall carry as standard equipment: at least two (2) safety chains appropriate for load securement, at least one (1) 2.5 pound A.B.C. fire extinguisher, wrecker bar, absorbent in the amount sufficient for a two vehicle crash, broom and dust pan.

(2) Each wrecker with a rated capacity of three (3) tons or greater shall be equipped with booster brakes.

(3) Each wrecker must be equipped with dual rear tires (Tow trucks must be equipped with at least three (3) axles (two (2) in tandem) to be qualify for Heavy Duty towing rates.)

(d) Upon request of a police officer or vehicle owner, the permit holder must make available a wrecker with a specially designed wheel lift attachment. This need not be a requirement for every wrecker unit, but each permit holder must own at least one (1) so equipped.

(e)Carrying capacity. Each wrecker's carrying capacity shall not be less than one (1) ton

as reflected on the manufacturer's certificate for the vehicle.

(f) Name. In addition to the requirements of Title 16 of Texas Administrative Code, Section 86.701, as amended., ~~each wrecker must have the permit holder's name, phone number, address, and permit number permanently displayed on each side of the wrecker at least two (2) inches in size and in a color that contrasts with the color of the background surface.~~

(g)All vehicle storage facilities used to store vehicles towed from incident management tows or private property tows pursuant to this Article shall be located within the corporate limits of the city, its extraterritorial jurisdiction, or within ~~ten (LO)~~ fifteen (15) miles of those areas. All vehicle storage facilities must be licensed by the State of Texas and must also comply with all applicable requirements of Title 16, Chapter 85 of the Texas Administrative Code, as amended.

(d) Service hours. A permit holder operating a wrecker, must maintain a twenty-four (24) hour wrecker service, seven (7) days a week, and have two (2) telephone numbers, one of which is answered twenty-four (24) hours a day, seven (7) days a week. The permit holder must be able to immediately advise the chief of police, or designee, of the availability of a tow truck. The wrecker company must have two-way voice communication between the wreckers and the wrecker company's office.

Sec. 4.10.005 Duties of Permit Holders

(a) Compliance. All permit holders shall comply with all applicable requirements of Title 16, Chapter 86 of the Texas Administrative Code, as amended. No operator shall perform an incident management tow under this Article without valid Incident Management Towing Operator License pursuant to Title 16 of the Texas Administrative Code, Section 86.209, as amended.

All permit holders shall respond to a call anywhere in the corporate limits of the city or roadway subject to the city's jurisdiction by arriving at the scene of the collision or incident within thirty (30) minutes (sixty (60) minutes for Heavy Duty) of the requesting officer's call for service. If the responding wrecker fails to meet this time requirement without justification acceptable to the officer on scene~~police communications center~~, whether ~~i~~en route or not, the call shall immediately be canceled and the next rotation wrecker called and police communications center notifies the requesting officer. Additional response time may be added, at the discretion of the requesting officer, when the permit holder is responding with non-standard equipment to handle a request or there is extenuating circumstances that justify such an extension of time. ~~.~~

(1) Any permit holder unable or failing to respond, for whatever reason, for five (5) times or three (3) consecutive times during any one (1) permit year, shall be subject to fine/penalty, suspension and/or revocation pursuant to this Article, as amended. Each time a permit holder fails to respond for whatever reason thereafter will be an independent violation(s) and subject to suspension and/or revocation or other penalty pursuant to this Article, as amended.

~~(1)~~(2) Any permit holder who anticipates an inability to respond to calls from the department for whatever reason (vacation, planned maintenance of equipment, etc.) shall email wreckers@leandertx.gov or contact Leander Police Department Communications Division at least two (2) calendar days in advance of the inability

to respond and advise of the duration of the out of service. This will allow the permit holder to be "skipped" on the rotation list with no penalty.

(c)~~All permit holders shall store all vehicles towed under the provisions of this Article at their respective vehicle storage facility unless the owner of the vehicle and permit holder agree to take the vehicle to another location.~~ All permit holders shall store all vehicles towed under the provisions of this Article at their respective vehicle storage facility unless the owner of the vehicle wants the vehicle taken to another location then that request will be honored, if reasonable. Fees listed in ordinance will be complied with up to the point where the vehicle is towed to an alternate location. The tow to another location will be an agreement between the wrecker company and the owner or operator of the vehicle but the initial response will be a rotation request.

~~(d) Maintenance of records. Each permit holder shall make his records available for inspection by the chief of police or their designee during regular business hours at the primary business office of the permit holder, which shall be located and maintained within the corporate limits of the city, its extraterritorial jurisdiction, or within ten (10) miles of those areas.~~ Maintenance of records. Each permit holder or wrecker company operating in the city shall make their records available for immediate physical inspection by the Chief of Police or their designee during regular business hours at the primary business office. Permit holders and wrecker companies conducting any towing from the City will be required to have their primary business office located and maintained within the corporate limits of the city, its extraterritorial jurisdiction, or within ~~ten (10~~fifteen (15) miles of those areas. Permit holders are required to have the ability to produce physical copies and printed copies and electronic copies of the records upon request.

(e)Rates or fees charged must be itemized on any invoice and any special circumstances should show a justification for the specific charge(s) that can be understood and are reasonable. The Chief of Police or his designee may ask for justification for such charges.

(f) Parking in residential areas. Except in the following situations, no person shall park or stand a wrecker in the public right-of-way in a residential area within the corporate limits of the city:

(1) Where a tow has been requested and in that instance, only for as long as is necessary to safely and properly conduct the tow;

(2) Where a wrecker has become inoperable and is waiting for transportation to a repair facility; or

(3) Where the police department has directed such.

(g) Each and every wrecker service shall notify the operator or owner of any disabled or wrecked vehicle of the location of the facility to be used by the wrecker service in the timeframe provided in Section 4.10.009..

Sec. 4.10.006 Wrecker rotation list operation

(a) ~~The chief of police shall establish and cause to be maintained a wrecker rotation list of all validly permitted wrecker companies, which shall be used for all incident management tows.~~

The Chief of Police shall establish and cause to be maintained a wrecker rotation list of all validly permitted wrecker companies, which shall be used for all incident management tows and all other tows authorized and initiated by this department to include authorized traffic violation tows. Officers are authorized to utilize a rotation wrecker from the rotation list or a contract wrecker for violations and conditions stated in this ordinance. This rotation list does not apply to and should not be utilized for the contracted tows performed by the City of Leander, except when necessary, as determined by the police department. The rotation list does not apply to and should not be utilized for routine business of the City, such as moving City owned vehicles or towing them to a facility for repair or other towing services and this should be handled by a contracted wrecker company. The police department also reserves the right to go outside of the rotation list or the contracted wrecker(s) to get an appropriate response by a wrecker company if none of the wreckers on the list are equipped or are able to handle the incident and the allowable fees that are to be charged and the regulations in this ordinance still apply inside of the corporate limits of the City.

~~(a)~~ The wrecker rotation list shall be made available for inspection upon request during regular business hours. The list shall contain a designation of each permit holder qualified to be on the list in order of rotation list number. The wrecker rotation list shall be limited to ~~seven (7)~~ a maximum of five (5) wrecker companies total. Such number of wrecker companies shall be reviewed every two

(b) (2) years, or at the discretion of the Chief of Police, which such number beyond five (5) wrecker companies may be adjusted by resolution of the City Council. As each new permit holder becomes qualified, it shall be placed at the end of the rotation list.

(c) Each wrecker company on the rotation list will be called in order to handle any incident. Wrecker companies who are authorized to be on the rotation list will, at a minimum, be capable of handling light duty tows (See Alternate Wreckers below). Wrecker companies who are not equipped to handle medium duty and heavy duty tows are required to enter into an agreement with one (1) alternate wrecker company so they can handle any potential tow service they are called to handle. Permit holders who are called to handle an incident management scene and are not equipped to handle such a scene will be charged with a refusal to respond.

~~(b)~~(d) Should an officer encounter a vehicle or an operator in need of assistance (motorist assist or vehicle service) or in need to of a consent tow due to being disabled or otherwise stranded, but is not an incident management tow or an immediate traffic hazard and the operator of the vehicle does not designate their own tow service, officers are authorized to recommend the towing company that is contracted with the department. It is the owner's or operator's choice of which wrecker to use in these situations. If the department's contracted wrecker service is unavailable or the operator does not wish to use this wrecker company, officers are authorized to provide the names and contact information for the wrecker companies from the rotation list to aid them in receiving necessary assistance. Other than the contracted wrecker of the department, officers shall not suggest any one wrecker company over another and must provide the names of each

wrecker company on the rotation list or aid the owner or operator in conducting an internet search in these situations so the owner or operator can make a choice and receive assistance. The owner's choice of who to use in these situations shall be honored unless it is a non-consent tow or an incident management tow.

~~(e)~~(e) Wrecker rotation list operation. In the event a police officer requires the impoundment or removal of a vehicle and the vehicle operator does not designate the permit holder of his choice, due to the operator's arrest, inability or incapacitation, or the vehicle cannot be moved to a safe location out of the right of way of the roadway and the vehicle is an immediate hazard creating ~~a~~ an actual or potential traffic pattern disruption, the officer shall request the permit holder next on the wrecker rotation list to be called. If a vehicle involved in an incident where it comes to final rest on private property then a permit holder next on rotation shall be called to remove the vehicle and the vehicle will not be left on private property.

(f) Vehicle operator to designate wrecker company. When a police officer investigating an incident management scene, which may be a traffic hazard but not causing disruption to any traffic patterns, determines that any vehicle involved is unable to safely proceed under its own power, or when the police officer determines that the driver of any vehicle involved in a collision is physically unable to safely move the vehicle to a location out of the right of way where it will no longer create a traffic hazard, such officer should first attempt to communicate with the driver on scene to designate the permit holder he desires to remove the vehicle, and the police officer shall cause the driver's designee to be contacted.

(g) The Leander Police Department will only attempt to contact a wrecker company twice before calling the next wrecker company listed on the rotation list. A failure to answer a call from the department for a rotation request will be considered a failure to respond and will result in a violation.

(h) Authorized Fees

1) The fee charged by a permit holder or wrecker company for tows, tow-related services, response, and equipment, and storage of vehicles towed pursuant to this Article shall not exceed the lower of the maximum allowable fee set forth in the Fee Schedule presented in the Appendix of this Code, as amended, or ~~the maximum allowable fee provided by State law, as amended~~ if not already regulated or prohibited by this ordinance the maximum allowable fee provided by State law, as amended. Any wrecker service that charges fees not allowed by this section shall be subject to fine/penalty, suspension and/or revocation pursuant to this Article, as amended. Each time a wrecker service charges fees not allowed by this section will be an independent violation and subject to suspension and/or revocation or other penalty pursuant to this Article, as amended.

~~1)~~2) Rental or additional equipment. There may be times where a wrecker company called to a scene by the city needs to rent or bring additional equipment to effectively handle an incident they would otherwise be unable to handle with standard equipment. Wrecker companies are hereby authorized to recover the

fees associated with the necessary rental equipment to effectively handle a scene. See Fee Schedule in Appendix for allowable rates.

~~(d)~~(i) Pursuant to Texas Occupations Code, Section 2308.203, as amended, a towing company subject to this Article may request a towing fee study be performed by submitting a written request to the chief of police and paying the applicable fee set forth in the Fee Schedule presented in the Appendix of this Code, as amended. No towing company shall be authorized to request a towing fee study within twenty-four (24) months of the completion of a prior towing fee study performed pursuant to this Section.

~~(e)(j) Contractual agreement between wrecker owner and permit holder. A permit holder may contract with another permit holder for the use of permitted wreckers to provide services pursuant to this Article; however, no permit holder shall contract with more than one (1) other permit holder for such use of wreckers, and all contracted wreckers shall be permitted pursuant to this Article.~~

~~(k) Rental or additional equipment. There may be times where a wrecker company called to a scene by the city needs to rent or bring additional equipment to effectively handle an incident they would otherwise be unable to handle. Wrecker companies are hereby authorized to recover the fees associated with the necessary rental equipment to effectively handle a scene. See Fee Schedule in Appendix for allowable rates.~~

(j) Alternate Wrecker. A permit holder shall enter into an agreement with another wrecker company to fulfill the towing obligations of any category of service (light duty, medium duty, heavy duty) they alone are not capable of handling. A rotation permit holder may designate another towing company as an alternate wrecker for the use of permitted and inspected wreckers to provide services pursuant to this Article; however, no permit holder shall designate more than one (1) other wrecker company for such use of alternate wreckers, and all alternate wreckers, shall be permitted pursuant to this Article.

(1) If a permit holder plans to send their designated alternate wrecker to a scene then they need to notify communications at the time the permit holder is called for the service by the police department and that information needs to be conveyed by communication to the officers on scene. Both the permit holder and the alternate wrecker service will be held responsible for any violations of this ordinance by the alternate wrecker company. All alternate wrecker agreements must be signed by the permit holder and the alternate wrecker service and approved by the Chief of Police or their designee. Any company who is not already a permit holder on the City of Leander Wrecker Rotation List who has been penalized, suspended and/or revoked by any law enforcement agency in the previous two years may not be eligible to be designated as an alternate wrecker unless written approval is obtained from the Chief of Police or their designee.

(2) A permit holder can terminate the agreement between them and the alternate wrecker at any time however, the permit holder must provide the Chief of Police or his designee with a written document listing the alternate wrecker company and the effective date of the agreement so it is clear.

~~(1)~~(3) If an alternate wrecker responds in place of the permit holder then the permit

holder using the alternate wrecker (the one named on the rotation list) shall obtain and retain a copy of the invoice from the contracted wrecker company in the event it is needed for an audit or inspection.

(4) The alternate wrecker is required to display a permit issued by the Leander Police Department or they will not be allowed at the scene. The Leander Police Department will contact the permit holder for any rotation request and they will not contact the alternate wrecker or alternate wrecker company directly. Any alternate wrecker designated by a permit holder will either use the permit holder's VSF or have a valid VSF located within the corporate limits of the city, its extraterritorial jurisdiction, or within fifteen (15) miles of those areas.

(5) Alternate wrecker companies utilized in place of a permit holder shall meet the response times stated above or a representative from the permit holder on the rotation list shall arrive within the time limit and be able to hold the scene to avoid a violation.

(k) If a wrecker service responds to a call initiated by this department, it shall be placed at the bottom of the rotation wrecker list by the Communications Division unless the wrecker service, through no fault of its own, is not used and receives no compensation for the call. In that event, it shall be placed back at the top of the rotation wrecker list.

(l) If a wrecker company responds to an initial request from law enforcement for an incident management or non-consent tow and the owner or operator of the vehicle requests to have the vehicle towed to a location of their choice (not the VSF) then the towing fees established by this ordinance shall apply for the initial response and work provided on scene. If the owner or operator requests to have the vehicle towed to another location outside of the City Limits of Leander, other than the VSF, that will be considered a separate tow and considered a consent tow (See Chapter 2308 of the Texas Occupations Code and Transportation Code Sec. 643.201, as amended). The wrecker company and the owner or operator of the vehicle can enter into a consensual agreement as to the fees charged to have the vehicle delivered to this different location and the invoice needs to reflect the separate charges so it is clear when reviewed. The wrecker company will be moved to the bottom of the rotation list since it was called from the rotation list.

(m) New permit holders will be placed on a six (6) month probationary period. Any violation of this ordinance, or violation of any TDLR rule or violation of any State Law pertaining to towing operations may result in the company being removed from the rotation list without a hearing or appeal and may result in a fine.

(n) Cancellation. A police officer on scene may cancel the rotation request (for scene management) at any time. The wrecker company being cancelled prior to arrival will be put back at the top of the rotation list. Every effort should be made to not cancel the rotation request after 20 minutes, unless necessary.

~~(j)(o)~~

Sec. 4.10.007 Issuance and expiration of permits; renewal, addition and fee

(a) The Chief of Police shall issue a permit to engage in towing from the wrecker lists to approved applicants complying with the provisions of this Article. A permit may be evidenced by a windshield decal affixed to the vehicle on either the front or the back window of the truck. Any wrecker failing to display this permit will be asked to leave and the next on the rotation list to be called.~~.~~

(b) No permit may be issued for:

(1) Any person who had a financial interest in a wrecker business whose permit has been suspended. revoked or cancelled in excess of ~~ten (10)~~ twenty (20) calendar days within the preceding twelve (12) months. This shall include any stockholders, officers, directors, managers or partners.

(2) Any person or company whose name appears on the current delinquent tax rolls of the city or the county where the VSF is located.

~~(a)~~(c)Each company desiring to be included on the wrecker lists shall submit an application on a form provided by the Chief of Police or designee once an opening is published on the City of Leander website.

~~(b)~~(d) Each permit holder must present the wreckers for inspection annually by January 1st at the police department, unless otherwise notified by the Chief of Police or designee.

~~(c)~~(e)Each company desiring to be on the wrecker lists shall pay the city an inspection fee as provided for in the Fee Schedule presented in Appendix A of this Code, as amended.

~~(d)~~(f) A wrecker company or wrecker failing to pass inspection shall pay a re-inspection fee as provided for in the Fee Schedule presented in Appendix A of this Code, as amended, for each additional inspection.

~~(e)~~(g) Any company already permitted under this section, who wishes to add an additional wrecker to their fleet within a calendar year will still be required to pay the inspection fee and it will be in effect for the remainder of that ~~calendar~~ permit year as stated in this Article.

Sec. 4.10.008~~7~~ Violation Procedures; Enforcement; Appeal; Penalties

(a) The Chief of Police, or designee(s), shall enforce the terms and provisions of this Article. All references to "chief of police" or "Police Chief' in this Article shall include the chief of police and their designee(s), if any.

(b) The Chief of Police may promulgate procedures to carry out and enforce the provisions of this Article.

(c) Any person aggrieved by a permit holder, towing company, or operator subject to this Article may file a written complaint with the ~~chief of police. The chief of police shall provide written notice of the complaint to the permit holder, towing company, or operator, and within a reasonable time thereafter the chief of police shall conduct a hearing regarding the complaint.~~ police department. Those complaints as well as any violations of this ordinance found during audits or inspections will be investigated by the police

department's unit in charge of overseeing wreckers, as designated by the Chief of Police.

(d) ~~If after such hearing the chief of police determines that there has been a violation of any of the terms of this Article or this Code, the chief of police may suspend, cancel, or revoke the permit of such permit holder as set forth below. If the chief of police determines that the permit holder or operator has failed to comply with any applicable requirement of Title 16, Chapter 86 of the Texas Administrative Code, as amended, then the chief of police may immediately revoke the permit and/or suspend/remove the permit holder or operator from the rotation and/or service lists. Within fifteen (15) days of the hearing, the police chief shall forward written notice of their findings and determination to the permit holder or operator.~~

(e) ~~The permit holder, in cases of revocation, shall have the right to appeal to the City Council. The request for appeal must be made in writing to the City Secretary within ten (10) days of the police chief's written determination. Upon receiving such request for appeal, the City Council, as soon as practicable thereafter, shall notify the appellant as to whether or not such an appeal will be heard. If the City Council approves such an appeal, it then may hear such and shall either sustain or reverse the revocation of the chief of police.~~

~~If no appeal is taken from the police chief's action within ten (10) days of notification, as set out herein, then the police chief's decision shall be final.~~

1. Once facts are gathered through the investigation then the findings and recommendation(s) will be forwarded to a command supervisor for a review.

2. The command supervisor, within a reasonable amount of time, can affirm, modify or reverse the recommendation(s).

3. Within fifteen (15) calendar days of the decision by the command supervisor, he or his designee shall forward written notice of their findings and determination to the permit holder or operator and the Assistant Chief of Police.

4. If no appeal is taken from the command supervisor's action within ten (10) calendar days of notification, as set out herein, then the command supervisor's decision shall be final.

5. Any criminal charges filed will not be subject to appeal and will be handled through the court with jurisdiction over the case.

(d) Appeal of suspension or revocation to the Assistant Chief of Police. The wrecker company may, within ten (10) calendar days from the date of the wrecker company's receipt of a notice of suspension and/or revocation under this ordinance, submit a written request for a hearing before the Assistant Chief of Police. The Assistant Chief of Police will hold an informal hearing on the decision.

1. An appeal shall be in writing, setting forth the reasons for the appeal, and shall be sworn to.

2. An appeal does not stay a revocation or a suspension.

~~1.~~3. Within a reasonable time the Assistant Chief of Police or their designee

shall conduct an informal hearing regarding the decision. At the hearing the formal rules of evidence do not apply. The Assistant Chief of Police or their designee shall decide the appeal on the basis of the preponderance of evidence presented.

4. The Assistant Chief of Police will schedule a hearing within and shall give notice of the time and place set for the hearing to the appellant not less than 7 calendar days before the hearing.

5. The Assistant Chief of Police shall make a determination on the appeal not later than the 10th calendar day after the hearing. The Assistant Chief of Police can affirm, modify or reverse the suspension or revocation.

6. In matters of a suspension less than twenty (20) calendar days, the assistant chief's decision is final.

7. Within fifteen (15) calendar days of the decision by the Assistant Chief of Police, the Assistant Chief or their designee shall forward written notice of their findings and determination to the permit holder or operator and the Chief of Police.

8. If no appeal is taken from the assistant police chief's action within ten (10) calendar days of notification, as set out herein, then the Assistant Police Chief's decision shall be final.

(e) Appeal of suspension or revocation to the Chief of Police. If the suspension or revocation is sustained by the Assistant Chief of Police, a further appeal by the wrecker company may be submitted in writing to the Chief of Police, who will either hold an informal hearing or make a decision based on the written record. In order to perfect an appeal to the Chief of Police, the wrecker company must submit its written notice of appeal to the Chief of Police within ten (10) calendar days from the date of the Assistant Chief of Police's decision.

1. An appeal shall be in writing, setting forth the reasons for the appeal, and shall be sworn to.

2. An appeal does not stay a revocation or a suspension.

3. If determined to be necessary to hear further evidence or testimony and within a reasonable time the Chief of Police shall conduct an informal hearing regarding the decision. At the hearing the formal rules of evidence do not apply. The Chief of Police shall decide the appeal on the basis of the preponderance of evidence presented.

4. Should a hearing be necessary, then the Chief of Police will schedule a hearing and shall give notice of the time and place set for the hearing to the appellant not less than 7 calendar days before the hearing.

~~1.~~5. The Chief of Police shall make a determination on the appeal not later

than the 10th day after the hearing. The Chief of Police can affirm, modify or reverse the suspension or revocation.

6. In matters of a suspension only, the Chief's decision is final.

7. Within fifteen (15) ~~days of the hearing, the police chief~~calendar days of the decision by the Chief of Police, the Police Chief or their designee shall forward written notice of their findings and determination to the permit holder or operator.

8. If no appeal is taken from the Police Chief's action within ten (10) calendar days of notification, as set out herein, then the Police Chief's decision shall be final.

(f) Final Appeal to City Manager or his designee. In the event the Chief of Police sustains the revocation a final appeal may be had by the wrecker company before the City Manager or their designee. The City Manager may either hold a hearing or make a decision based on the written record. In order to perfect the final appeal before the City Manager, the wrecker company must submit a written request for a final appeal hearing, within ten (10) calendar days from the date of the chief's decision, to the city secretary.

1. An appeal shall be in writing, setting forth the reasons for the appeal, and shall be sworn to.

2. An appeal does not stay a revocation or a suspension.

3. Once the Chief of Police is notified of the final appeal to the City Manager then he or his designee shall immediately forward all documents pertaining to the revocation to the City Manager.

4. The City Manager can affirm, modify, or reverse the revocation.

5. If necessary to hear further evidence or testimony, within a reasonable time the City Manager or their designee can and hold a hearing. At the hearing the formal rules of evidence do not apply. The City Manager or their designee shall decide the appeal on the basis of the preponderance of evidence presented.

6. Should a hearing be necessary, then the City Manager will schedule a public hearing within a reasonable amount of time after receipt of notice of appeal. The City Manager or his designee shall give notice of the time and place set for the hearing to the Chief of Police and the appellant not less than 7 calendar days before the hearing.

7. The City Manager's, or their designee's, decision is final.

8. Within fifteen (15) calendar days of the decision by the City Manager, the City Manager or their designee shall forward written notice of their findings and determination to the permit holder or operator.

(g) All notices are presumed to be delivered to the non-consent wrecker service licensee or holder of a driver's permit within three (3) calendar days of being mailed certified mail, return receipt requested, to the licensee's or permittee's address listed in the most recent license or permit application.

~~(g)~~(h)The period of administrative action per ~~calendar~~ permit year shall be as follows:

a. For the first violation, not more than thirty (30) calendar days;

b. For the second violation, not more than ninety (90) calendar days; and

c. For the third and/ or subsequent violation(s), such period of suspension, cancellation or revocation as the Chief of Police may determine, including permanent revocation.

(i) Penalties for Major Violations shall be as follows:

"Major Violation" under these Rules shall mean and include, but not be limited to, the following:

1. A conviction of the owner or operator (i.e. shareholder, member, partner, etc. of the wrecker company), driver or other employee of the tow company of the offense of Driving While Intoxicated;
2. A conviction of the owner or operator (i.e. shareholder, member, partner, etc. of the wrecker company), driver or other employee of the tow company of the offense of Aggravated Assault with a Motor Vehicle;
3. Violation of any TDLR Rule or Regulation or any other state, local or federal law or regulation relating to the towing of vehicles; and/or
4. Any other type of violation the Chief of Police or his designee deems as endangering the citizens of Leander; or
5. Any act that is contrary to the integrity, trustworthiness and honesty required of owners and operators in the Texas Administrative Code (i.e., charging vehicle owners for work that was not performed or charging for services not actually provided); or
6. Failure to refund or repay charges as directed by this or any other department.

(j) Except as expressly stated otherwise herein, the Chief of Police may, in its sole discretion, immediately revoke any wrecker company from the rotation list if the wrecker company is found to have committed a major violation of this ordinance; provided, however, the Chief of Police or his designee may elect to assess a lesser penalty, such as suspension from the rotation list for a specified period of time, if the Chief of Police determines, in his sole discretion, that a lesser penalty should be assessed for such violation. Termination of the employment of the employee who committed the violation will be looked at favorably in these instances. In the event the wrecker company is suspended or revoked by the Chief of Police from the rotation list for a major violation, the Chief of Police's, decision to remove the wrecker company from the rotation list for a Major Violation shall be final and shall not be subject to any type of appeal.

(k) The determination of whether the violation is major shall be within the sole discretion of the Chief of Police.

(l) Any person who violates any provision of this ordinance, or fail to comply therewith or with any requirements thereof and shall be charged with a class C misdemeanor; and upon conviction shall be fined as provided a maximum of $500.00 for each violation or occurrence that a violation exists, provided that the penalty for a person's second offense under this article shall not be less than $200.00, and a penalty for a person's third or more offense under this article shall not be less than $400.00. Any person convicted of violating any term or provision of this article can also be charged in accordance with applicable State Law.

(m) In addition to any other penalty herein, the department may also require a license or permit holder to refund to a vehicle owner or operator the:

1. Amount charged to the owner or operator in excess of the amounts established by this ordinance.

2. Total amount of the charges for service not listed in the amount established by this ordinance.

~~(1)~~

(n) The administrative penalty set forth in this section shall be independent of and may be in addition to any other penalties assessed pursuant to any violation of this Article, Code or State law or each. ~~this Code or State law. The determination of whether the violation is significant shall be within the sole discretion of the police chief.~~

Sec. 4.10.009 Notice of Vehicle Removal

(a) Prior to towing any private property impound (PPI) or repossession (repo) not later than one (1) hour after the tow begins, a wrecker operator removing a vehicle pursuant to Chapter 2308 of the Texas Occupations Code, as amended including relocation of the applicable provisions, shall give oral or written notice of the removal to the person directing the removal and to the Leander Police Department Communications Division.

(b) A wrecker operator removing a vehicle pursuant to a repossession shall give oral or written notice of the removal to the Leander Police Department Communications Division, no later than one (1) hour after the removal.

(c) A wrecker operator that removes an unauthorized vehicle from a parking facility outside of the City, and intends to store the vehicle in a vehicle storage facility within the City, shall give oral or written notice of such tow and place of storage to the Leander Police Department Communications Division before the towed vehicle is brought within the City, no later than one (1) hour from the time of such removal or prior to the vehicle entering the Leander city limits, whichever is earlier.

Under this Section, notice to the Leander Police Department Communications Division shall consist of:

1. The license plate number, registration year, state of registration, vehicle identification number if known, color, make, model and style of the vehicle being removed;
2. The reason for the removal of the vehicle (ie non-consent tow, Repossession, private property impound);
3. The name, title and phone number of the person authorizing the removal of the vehicle;
4. The location of the vehicle prior to its removal;
5. The address and phone number of the vehicle storage facility where the vehicle will be stored; and
6. The name, telephone number and address of the wrecker service removing the vehicle.

7. The name of the first and last name of the driver removing the vehicle or the Texas Department of Licensing and Regulation (TDLR) license number of the driver removing the vehicle.

Under this Section, notice to the person directing the tow shall consist of:

1. The license plate number, registration year, state of registration, vehicle identification number if known, color, make, model and style of the vehicle being removed;
2. The reason for the removal of the vehicle;
3. The location of the vehicle prior to its removal; and
4. The address and phone number of the vehicle storage facility where the vehicle will be stored.

If a wrecker service receives notice of a reported stolen vehicle that is towed, the wrecker operator or driver shall immediately notify the police department of the City where the vehicle was reported stolen. The wrecker service shall take all necessary actions to isolate the reported stolen vehicle from routine access at the storage location and facilitate police access to the vehicle. If the vehicle is determined to be stolen prior to leaving the facility then the vehicle cannot be moved and the law enforcement agency with jurisdiction is to be contacted immediately.

Section 3. Amending Appendix A Fee Schedule, Section A4.008 of the Leander Code of Ordinances. Article A4.000, Section A4.008 Wrecker Service, of the Leander Code of Ordinances, is hereby amended in its entirety ~~to read as follows:~~ as provided in the attached Exhibit A.

~~**Sec. A4.008 Wrecker towing fees**~~

~~The following maximum allowable fees may be charged for wrecker operations originating within the City's corporate limits or any roadway subject to the City's jurisdiction~~

~~(a) Incident Management Tows:~~

~~(1) Light Duty Tows - $195.00~~

~~(2) Medium Duty Tows - $400.00~~

~~(3) Heavy Duty Tows- $800.00~~

~~(b) Additional Fees:~~

~~Storage - $20.00 per day (less than 25'); $35.00 per day (greater than 25')~~

~~Winching - $40.00 mechanical extraction of off-road vehicles (only one time for the first hour)~~

~~Waiting time at scene - $40.00 per hour, after the first hour on scene.~~

~~Rental equipment fees - Cost of the rented equipment plus an additional 15%.~~

~~Dollies - $40.00 supplementary wheel system for disabled vehicles.~~

~~In unusual and complicated situations, reloading truck or trailer, per man hour: $40.00.~~

~~(c) Private – Property – Tows:~~

~~Light Duty Tows – $125.00~~

~~Medium Duty Tows – $300.00~~

~~Heavy Duty Tows – $400.00~~

~~Drop Fees:~~

~~Light duty drops – $75.00~~

~~Medium duty drops – $125.00~~

~~Heavy duty drops – $175.00~~

~~Inspection Fees:~~

~~(d) An inspection fee of $50.00 per truck shall be paid at time of inspection. Should any truck fail its annual inspection, a re-inspection fee of $25.00 shall be charged for each re-inspection. Additional trucks added to the permit holder's fleet during the year will pay an inspection fee of $50.00 and the inspection expires as stated in the ordinance.~~

~~(e) $250.00 per tow fee study requested by a towing company pursuant to Section 2308.203 of the Texas Occupations Code.~~

Section 4. Enforcement. The Leander Police Department, Fire Department or authorized designee are authorized to enforce the provisions of these Articles.

Section 5. Savings Clause. All rights and remedies of the City of Leander are expressly saved as to any and all violations of the provisions of any ordinances affecting wrecker services within the City which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

Section 6. Conflicting Ordinances. All prior Ordinances of the City dealing with or applicable to wrecker services are hereby amended only to the extent of any conflict with the amendments set forth herein, and all ordinances or parts thereof conflicting or inconsistent with the provisions of this Ordinance as adopted and amended herein are hereby amended to the extent of such conflict. In the event of a conflict or inconsistency between this ordinance and any other code or ordinance of the City, the terms and provisions of this Ordinance shall govern.

Section 7. Severability. Should any section or part of this Ordinance 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 Ordinance are declared to be severable.

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

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

PASSED AND APPROVED on this _____ day of _____, 2023.

CITY OF LEANDER, TEXAS: ATTEST:

_____ _____

Mayor City Secretary

_____

Exhibit A

Sec. A4.008 Wrecker towing fees

The following maximum allowable fees may be charged for wrecker operations originating within the city's corporate limits or any roadway subject to the city's jurisdiction. No other charges will be allowed:

(1) Incident management tows (hourly rate to be charged at 30 minute increments, i.e., $100.00 an hour rate will be $50.00 per 30 minutes, unless stated otherwise):

(A) Light duty tows: $250.00, plus $100.00 an hour on scene.

(B) Medium duty tows: $550.00, plus $200.00 an hour on scene.

(C) Heavy duty tows: $1,100.00, plus $350.00 an hour on scene.

(D) Heavy duty tows (rotator equipped): $1,100.00, plus $450 an hour on scene.

(2) Fees set by the State Law or Federal Law are allowed as follows:

(A) Storage: Fee set and regulated by State Law and therefore not regulated further by Ordinance. Refer to State Law for applicable fees as amended.

(B) Notification and impound fee(s): Fee set and regulated by State Law and therefore not regulated further by Ordinance. Refer to State Law for applicable fees as amended.

(C) Applicable City, State and Federal Taxes: Regulated by applicable law and therefore not regulated further by Ordinance. Refer to City, State and Federal Law for applicable fees as amended.

(d) Any applicable credit card surcharges. The surcharge may not exceed the percentage set by a credit card issuer to use the card.

(3) Additional fees allowed:

(A) Winching: Allowed as an additional charge to the above incident management rates only when a vehicle is completely rolled onto its side or on to the roof and must be rolled back onto its wheels before towing can be accomplished. Or, is an otherwise complicated and difficult recovery, which needs to be justified and approved by a T.E.A.M. (traffic unit) officer or if they are unavailable then the senior ranking officer on the scene and the name of the officer must be included on the invoice. (Hourly rate to be charged in 30 minute increments).

(1) Light Duty: An additional $25.00 per hour on scene.

(2) Medium Duty: An additional $50.00 per hour on scene.

(3) Heavy Duty: An additional $100.00 per hour on scene.

(B) Recovery Air bags of any kind, includes catch-bags (rolled over tractor/trailer recovery): $1,000.00 per bag (capped at $4,000.00 total).

(C) Rental equipment or Contracted Services: Cost of the rented equipment or the cost of the contracted service: Cost, plus an additional 35%.

(D) Oftentimes in recoveries there are large amounts of spilled and damaged cargo that must be recovered and then disposed of properly. Tow companies are authorized to recover the cost of the disposal only of said cargo at a proper facility, plus 35%. This shall not include the debris or cargo from a light duty vehicle.

(E) Extra staff needed at the scene: $75.00 per hour, per person necessary and used on scene.

(1) Equipment operator: $150.00 (per piece of equipment, per hour)

2) Heavy Duty (only) Recovery Supervisor: $100.00 per hour on scene.

(F) Haul truck and Trailer (heavy duty - Landoll type): $1,000.00 flat fee (cannot be the tow truck).

(1) If just a haul truck (no trailer brought to the scene, but truck is used to haul a damaged trailer from the scene): $500 flat fee (cannot be the tow truck).

(G) Light duty truck and trailer: $300.00 flat fee (not a tow truck) required for hauling away of spilled cargo or debris.

(1) If just a light duty truck (pickup type): $150.00 flat fee (not a tow truck).

(H) Additional Tow Truck(s) required at the scene and also used at a scene, but does not tow any vehicles from the scene (can also charge other applicable fees (such as winching) for this additional tow truck at the scene, if used:

(1) Light duty tows: $200.00, plus $100.00 an hour on scene.

(2) Medium duty tows: $440.00, plus $200.00 an hour on scene.

(3) Heavy duty tows: $880.00, plus $350.00 an hour on scene (includes rotators).

(I) HAZMAT: Any incident management scene where a confirmed HAZMAT (Hazardous Material) response is initiated and confirmed by law enforcement or the fire department because of a chemical spill where a vehicle or employee is exposed to any waste material, substance, or other item listed as a "hazardous material," "specific chemical waste" or "chemical" in 49 C.F.R Section 172.101

and in excess of vehicle's operating system: $750.00 one-time flat fee (in addition to other applicable charges). This is not meant to regulate the clean-up cost of said HAZMAT, this fee is for the wrecker company handling the contaminated vehicle due to special procedures they must follow once arriving at their facility in handling an exposed vehicle. Charges for the actual clean-up of the hazardous material is covered by other sections of this ordinance.

(J) Tows performed by any wrecker for the purpose of evidentiary or examination for the Leander Police Department will comply with the Code of Criminal Procedure, Article 18.23, as amended. In such cases, the police department will be responsible for the fee(s) associated with the towing of the vehicle(s) from the scene to the designated location and any storage fees related to that vehicle. The wrecker company is authorized to recover the fees in compliance with this ordinance for the response, recovery and any clean-up that is necessary at the scene prior to the towing and storage taking place. Should the police department pay this fee to the wrecker company then the department is authorized to recover these fees minus any fee for the towing from the scene or storage of said vehicle(s) prior to the release of the vehicle in compliance with this law.

(K) Should fuel prices rise to an unsustainable level wrecker companies can submit written documentation and justification for a temporary increase of up to 10% of the allowable fee(s). This is at the sole discretion of the Chief of Police or their designee. The additional amount allowed to be charged and the duration it will be allowed will be at the sole discretion of the Chief of Police or their designee.

(L) No additional charges will be authorized. If there is a dispute regarding the appropriate fee(s) allowed or a special circumstance(s) warranting special consideration for recovering operating costs then the Chief of Police or their designee shall make the final determination of the correct charges for the services provided prior to invoicing. Justification may be required.

(4) Private property tows:

(A) Private Property Tows:

The maximum amount that may be charged for private property tows is as follows:

1) Light Duty Tows: $140.00

2) Medium Duty Tows: $310.00

3) Heavy Duty Tows: $410.00 per unit or a maximum of $820.00.

(B) Drop fees:

If the owner, authorized operator, or authorized agent of the owner of a motor vehicle that is parked without the authorization of the property owner attempts to retrieve the motor vehicle before its removal from the property or parked location, the maximum amount that may be charged for a drop charge/drop fee (if the motor vehicle is hooked up) is:

(1) Light duty drops: $75.00

(2) Medium duty drops: $150.00

(3) Heavy duty drops: $200.00

(C) If an owner, authorized operator, or authorized agent of the owner of a motor vehicle is present before the removal from the property or parked location the towing operator shall advise the owner, authorized operator, or authorized agent of the owner of a motor vehicle that he or she may offer payment of the towing drop charge.

(D) Fees set by the State Law or Federal Law are allowed as follows:

(a) Storage: Fee set and regulated by State Law and therefore not regulated further by Ordinance. Refer to State Law for applicable fees, as amended.

(b) Notification and impound fee(s): Fee set and regulated by State Law and therefore not regulated further by Ordinance. Refer to State Law for applicable fees, as amended.

(c) Applicable City, State and Federal Taxes: Regulated by applicable law and therefore not regulated further by Ordinance. Refer to City, State and Federal Law for applicable fees, as amended.

(d) Any applicable credit card surcharges. The surcharge may not exceed the percentage set by a credit card issuer to use the card and the rate must be stated on the invoice.

(E) No additional charges will be authorized.

(F) For purposes of this section, a tow company must accept cash, credit cards and debit cards as payment for the drop charge.

(5) Inspection fees: An inspection fee of $50.00 per light duty truck, $75.00 per medium duty truck and $100.00 per heavy duty truck shall be paid at time of inspection. Should any truck fail its annual inspection, a reinspection fee of $25.00 for light duty, $37.50 medium duty and $50.00 for heavy duty shall be charged for each reinspection. Additional trucks added to the permit holder's fleet during the year will pay an inspection fee as stated and the inspection expires as stated in [article 4.10]. These fees also apply to any wrecker contracted by a permit holder.

(6) $2,000.00 per tow fee study requested by a towing company pursuant to section

2308.203 of the Texas Occupations Code. This fee is intended to defray the cost of the study.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NUMBER

AN ORDINANCE AMENDING CHAPTER 4, ARTICLE 4.10 AND SECTION A4.008 OF THE APPENDIX A FEE SCHEDULE OF THE CITY OF LEANDER CODE OF ORDINANCES REGULATING WRECKER SERVICES; ADDING DEFINITIONS; UPDATING FEES RELATED TO NON-CONSENT TOWS; ESTABLISHING WRECKER 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.

WHEREAS, the City of Leander, Texas (herein the "City"), desires to review and update wrecker services, operations, fees and regulations within the City; and

WHEREAS, the City recognizes that without regulation, people needing tow services would be vulnerable to price spikes when they need tow services;

WHEREAS, the City recognizes that without proper ordinances, the City cannot effectively regulate towing services within the City; and

WHEREAS, the City finds it reasonable and lawful to regulate tow truck operations within the City in order to preserve safe operations, preserve uniform fairness in the use of tow services within the City's jurisdiction and to protect the public's interest.

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

Section 1. Findings of Fact. 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 purpose s as findings of fact.

Section 2. Amending Article 4.10, Wrecker Service, of the Leander Code of Ordinances. Article 4.10, Wrecker Service, of the Leander Code of Ordinances, is hereby amended in its entirety to read as follows:

ARTICLE 4.10 WRECKER SERVICE

Sec. 4.10.001 Definitions

For the purpose of this Article, the following terms shall have the meanings respectively ascribed to them in this section:

Abandoned vehicle. A motor vehicle that has been left on private property without the consent of the property owner for a period in excess of five (5) calendar days or on public property for the time periods and in the manners defined by Section 683.002 of the Texas Transportation Code, as amended.

Alternate Wrecker. A permit holder shall designate one (1) alternate wrecker company to assist as needed with calls from the department. See Section 4.10.006 for additional requirements.

Authorized Traffic Violation Tows. Officers are authorized to tow and to call for a rotation wrecker for the following traffic violations:

1) Any vehicle that is involved in a collision and the vehicle's owner or operator fails to show evidence of financial responsibility as required under V.T.C.A., Transportation Code Chapter 601, as amended; or

2) Any vehicle that is stopped for an alleged violation of a city or state traffic law or other law applicable to the operation of a vehicle on the roadway and the vehicle's owner or operator fails to show evidence of financial responsibility as required under V.T.C.A., Transportation Code Chapter 601, as amended; or

3) No Driver license and a licensed operator is not immediately available or able to respond in a reasonable amount of time to take custody of the vehicle; or

4) Improper classification of driver license for type of vehicle driven; or

5) Unauthorized vehicles operated on a public roadway or vehicles found to be displaying registration belonging to another vehicle or improperly registered (also includes wrong, altered or fictitious registration violations); or

6) Any violations that reduce the safe operation of such on a vehicle that cannot be remedied immediately; or the driver is found to be unable to safely operate the vehicle due to some other condition other than drug or alcohol induced impairment; or

7) Any other scenario already established by local, state or federal law allowing the impoundment of a vehicle.

Consent tow. Any tow of a motor vehicle in which the tow truck is summoned by the owner or operator of the vehicle or by a person who has possession, custody, or control of the vehicle, as defined by 16 Texas Administrative Code , Section 86.10(5) , as amended. The term does not include an incident management tow or a private property tow . If the owner or operator choses to have their vehicle towed from an incident management or non-consent tow location to another location (not the VSF) then the owner or operator can enter into a consent tow agreement with the responding incident management tow company from the rotation list.

Contract Wrecker. A Wrecker company or companies designated as the preferred towing service provider for the police department's fleet and all vehicles considered evidence, needing further

examination, reported stolen or requiring a hold of any kind. The awarded contractor shall also be the recommended wrecker service for private parties (consent tows) requesting a service tow or tow assistance through an officer of the police department (motorist assistance, stranded motorist, service assistance). The contracted wrecker company or companies will be established by a process determined by the Chief of Police or their designee.

Drop Fee (or charge). means the maximum fee that may be charged for the release of the vehicle before its removal from the property or parked location. As defined in Texas Administrative Code 86.455, or as amended

Heavy duty tow. Any tow of a motor vehicle with a gross weight rating that exceeds 25,000 pounds, as detailed in Section 2308.0575 of the Texas Occupations Code, as amended. (Includes gross weight rating of 25,000 pounds even).

Illegally parked vehicle. Any motor vehicle alleged to be in violation of any ordinance in the City regulating stopping, standing or parking, or in violation of applicable parking regulations of the Texas Transportation Code or other State Law, as amended.

Incident management tow. Any tow of a vehicle in which the tow truck is summoned by the Leander Police Department to the scene of a traffic collision or to an incident, including the removal of a vehicle, commercial cargo, and commercial debris from an collision or incident scene , as defined by 16 Texas Administrative Code , Section l0 (11), as amended. The term shall also include tows incident to arrest, traffic hazards, illegally stopped, standing or parked vehicles, vehicles found to have committed certain traffic violations listed in this ordinance, vehicles reported stolen, vehicles considered evidence in a criminal investigation and tows of abandoned vehicles initiated by the Leander Police Department.

Light duty tow. Any standard tow of a motor vehicle with a gross weight rating of 10,000 pounds or less, as detailed in Section 2308.0575 of the Texas Occupations Code, as amended.

Medium duty tow. Any tows of a motor vehicle with a gross weight rating of more than 10,000 pounds, but less than 25,000 pounds, as detailed in Section 2308.0575 of the Texas Occupations Code, as amended.

Non- consent tow. Any tow of a motor vehicle that is not a consent tow, including an incident management tow and a private property tow, as defined by 16 Texas Administrative Code, Section 86.10(13), as amended.

On Scene time. The time arrived on the actual scene until the time departed from the actual scene. Does not include drive time, time at the impound yard, towing to an alternate location, etc., unless otherwise stated.

Permit holder. Any wrecker company possessing a current, valid permit to engage in towing from the wrecker rotation lists in the City. A permit holder's primary business office shall be located and maintained within the corporate limits of the city, its extraterritorial jurisdiction, or within fifteen (15) miles of those areas. The term also refers to a permit issued by the State of Texas.

Private property tow. Any tow of a vehicle authorized by a parking facility owner without

the consent of the owner or operator of the vehicle, as defined by 16 Texas Administrative Code, Section 86.10(18), as amended.

Vehicle storage facility (VSF). A vehicle storage facility, as defined by Texas Occupations Code , Section 2303.002, as amended, that is operated by a person who holds a license issued under Texas Occupations Code, Chapter 2303 to operate the facility.

Wrecker companv. A person or legal entity operating a tow truck over public roadways in the State of Texas as defined by 16 Texas Administrative Code, Section 86.10(22), as amended. The term includes the owner, operator, employee, or agent of a towing company, but does not include a political subdivision of the State. Each wrecker company shall maintain a single unique Texas Department of Licensing and Regulation (TDLR) number.

Wrecker rotation List. A list of permit holders prepared in accordance with the provisions of this Article, as amended.

Sec. 4.10.002 Applicability

This Article applies to all wrecker movements within the city, except for those performed by governmental entities or directed by law enforcement. All wrecker operation inside of the City must comply with this Article.

a) Unless exempted by State law, it shall be unlawful for any person to operate a wrecker company, or to perform wrecker movements for incident management tows or private property tows in the city without a permit issued in accordance with this Article.

b) A wrecker company that has a proper certificate of registration or permit from the State of Texas is not required to obtain a permit from the city under this Article in order to perform consent or non-consent tows within, from, or through the limits of the city; provided, however, that non-consent tows originating within the corporate limits of the city or roadways subject to its jurisdiction shall be subject to Appendix A, Section A4.008.

c) Any wrecker company performing any type of non-consent tow or tow service within the corporate limits of the city or roadways subject to its jurisdiction shall be subject to inspection or audit by the Chief of Police or his designee.

d) All permit holders under this Article shall comply with all applicable State laws. Failure to comply with State laws will be a violation of this Article and subject to either fines or an administrative penalty or both.

Sec. 4.10.003 General Regulations

(a) No person shall drive or cause to be driven a wrecker to or near the scene of a collision on a public roadway in the city or any roadway subject to the city's jurisdiction unless such person has been called by the police department. In situations where a wrecker driver is a certified emergency medical technician, such driver may stop and render aid as required by law but such wrecker driver will not be able to tow at such collision except pursuant to the rotation list.

(b) No wrecker company or its employees shall solicit in any manner, directly or

indirectly, on the streets of the city, wrecker business involving any vehicle which is wrecked on a public street. This prohibition applies regardless of whether the solicitation is for the purpose of soliciting the business of towing, removing, repairing, wrecking, storing, trading, selling or purchasing such vehicle. Proof of the presence of any person engaged in the wrecker business, whether or not certified or identified under the provisions of this article, except a wrecker called pursuant to the provisions of this article, at or near the scene or site of a wreck or collision on any public street in the city after the occurrence of a wreck and prior to removal of all disabled or damaged vehicles shall be prima facie evidence of a solicitation in violation of this article.

(c) All wrecker drivers arriving at the place where any collision has occurred shall obey all lawful orders given them by any police officer investigating such collision and shall not in any manner interfere with such officer in the performance of his duty.

(d) Whenever a wrecker arrives at the place where a vehicle has been disabled, the wrecker driver shall park the wrecker as close to the roadway curb as possible and otherwise dispose of it in a manner that does not interfere with traffic. The wrecker driver shall not park their vehicle within a distance of twenty-five (25) feet from a wrecked or disabled vehicle.

(e) It shall be the duty of the driver of each wrecker that removes a wrecked, damaged or disabled vehicle from the place where a collision has occurred to clear and remove any and all debris, parts, glass or vehicle fluids as the result of a collision or collisions from the roadway to the satisfaction of the officer investigating the collision. In the event two (2) or more wreckers pick up vehicles for towing, it shall be the duty of each driver to clear and remove debris, parts or glass from the roadway.

(f) Should no wrecker be required due to both vehicles being able to drive away on their own power from the collision scene then the driver(s) involved are responsible for debris removal with the assistance of traffic control by officers.

(g) There shall be no arguing between wrecker company staff on a scene. Each should work together calmly with the goal of clearing the roadway and opening it for the use by the public.

Sec. 4.10.004 Wrecker Requirements

(a) General

(1) All permit holders shall maintain at least one wrecker, and shall maintain all wreckers in accordance with the requirements of this Article and Title16, Chapter 86 of the Texas Administrative Code, as amended.

(2) All permit holders must notify the Leander Police Department of any change to the information supplied on the completed application within ten (10) calendar days of such change.

(3) All wreckers shall maintain a valid Incident Management Towing Permit pursuant to Title 16, Chapter 86 of the Texas Administrative Code, as amended and be in such condition that they can safely and readily be used as a wrecker for incident management tows.

(b) Wrecker lifting capacity. Each wrecker shall be equipped with a power operated winch with a lifting capacity of not less than eight thousand (8,000) pounds single line capacity, as reflected by a manufacturer's certificate.

(c) Standard equipment

(1) Each wrecker shall carry as standard equipment: at least two (2) safety chains appropriate for load securement, at least one (1) 2.5 pound A.B.C. fire extinguisher, wrecker bar, absorbent in the amount sufficient for a two vehicle crash, broom and dust pan.

(2) Each wrecker with a rated capacity of three (3) tons or greater shall be equipped with booster brakes.

(3) Each wrecker must be equipped with dual rear tires (Tow trucks must be equipped with at least three (3) axles (two (2) in tandem) to be qualify for Heavy Duty towing rates.)

(d) Upon request of a police officer or vehicle owner, the permit holder must make available a wrecker with a specially designed wheel lift attachment. This need not be a requirement for every wrecker unit, but each permit holder must own at least one (1) so equipped.

(e) Carrying capacity. Each wrecker's carrying capacity shall not be less than one (1) ton as reflected on the manufacturer's certificate for the vehicle.

(f) Name. In addition to the requirements of Title 16 of Texas Administrative Code, Section 86.701, as amended.

(g) All vehicle storage facilities used to store vehicles towed from incident management tows or, private property tows pursuant to this Article shall be located within the corporate limits of the city, its extraterritorial jurisdiction, or within fifteen (15) miles of those areas. All vehicle storage facilities must be licensed by the State of Texas and must also comply with all applicable requirements of Title 16, Chapter 85 of the Texas Administrative Code, as amended.

(h) Service hours. A permit holder operating a wrecker, must maintain a twenty-four (24) hour wrecker service, seven (7) day s a week, and have two (2) telephone numbers, one of which is answered twenty-four (24) hours a day, seven (7) days a week. The permit holder must be able to immediately advise the Chief of Police, or designee, of the availability of a tow truck. The wrecker company must have two-way voice communication between the wreckers and the wrecker company's office.

Sec. 4.10.005 Duties of Permit Holders

(a) Compliance. All permit holders shall comply with all applicable requirements of Title 16, Chapter 86 of the Texas Administrative Code, as amended. No operator shall perform an incident management tow under this Article without valid Incident Management Towing Operator License pursuant to Title 16 of the Texas Administrative Code, Section 86.209, as amended.

(b) All permit holders shall respond to a call anywhere in the corporate limits of the city

or roadway subject to the city's jurisdiction by arriving at the scene of the collision or incident within thirty (30) minutes (sixty (60) minutes for Heavy Duty) of the requesting officer's call for service. If the responding wrecker fails to meet this time requirement without justification acceptable to the officer on scene, whether en route or not, the call shall immediately be canceled and the next rotation wrecker called and police communications center notifies the requesting officer. Additional response time may be added, at the discretion of the requesting officer, when the permit holder is responding with non-standard equipment to handle a request or there is extenuating circumstances that justify such an extension of time.

(1) Any permit holder unable or failing to respond, for whatever reason, for five (5) times or three (3) consecutive times during any one (1) permit year, shall be subject to fine/penalty, suspension and/or revocation pursuant to this Article, as amended. Each time a permit holder fails to respond for whatever reason thereafter will be an independent violation(s) and subject to suspension and/or revocation or other penalty pursuant to this Article, as amended.

(2) Any permit holder who anticipates an inability to respond to calls from the department for whatever reason (vacation, planned maintenance of equipment, etc.) shall email wreckers@leandertx.gov or contact Leander Police Department Communications Division at least two (2) calendar days in advance of the inability to respond and advise of the duration of the out of service. This will allow the permit holder to be "skipped" on the rotation list with no penalty.

(c) Maintenance of records. Each permit holder or wrecker company operating in the city shall make their records available for immediate physical inspection by the Chief of Police or their designee during regular business hours at the primary business office. Permit holders and wrecker companies conducting any towing from the City will be required to have their primary business office located and maintained within the corporate limits of the city, its extraterritorial jurisdiction, or within fifteen (15) miles of those areas. Permit holders are required to have the ability to produce physical copies and printed copies and electronic copies of the records upon request.

(d) Rates or fees charged must be itemized on any invoice and any special circumstances should show a justification for the specific charge(s) that can be understood and are reasonable. The Chief of Police or his designee may ask for justification for such charges.

(e) All permit holders shall store all vehicles towed under the provisions of this Article at their respective vehicle storage facility unless the owner of the vehicle wants the vehicle taken to another location then that request will be honored, if reasonable. Fees listed in ordinance will be complied with up to the point where the vehicle is towed to an alternate location. The tow to another location will be an agreement between the wrecker company and the owner or operator of the vehicle but the initial response will be a rotation request.

(f) Parking in residential areas. Except in the following situations, no person shall park or stand a wrecker in the public right-of-way in a residential area within the corporate limits of the city:

(1) Where a tow has been requested and in that instance, only for as long as is necessary to safely and properly conduct the tow;

(2) Where a wrecker has become inoperable and is waiting for transportation to a repair facility; or

(3) Where the police department has directed such.

(g) Each and every wrecker service shall notify the operator or owner of any disabled or wrecked vehicle of the location of the facility to be used by the wrecker service in the timeframe provided in Section 4.10.009.

Sec. 4.10.006 Wrecker rotation list operation

(a) The Chief of Police shall establish and cause to be maintained a wrecker rotation list of all validly permitted wrecker companies, which shall be used for all incident management tows and all other tows authorized and initiated by this department to include authorized traffic violation tows. Officers are authorized to utilize a rotation wrecker from the rotation list or a contract wrecker for violations and conditions stated in this ordinance. This rotation list does not apply to and should not be utilized for the contracted tows performed by the City of Leander, except when necessary, as determined by the police department. The rotation list does not apply to and should not be utilized for routine business of the City, such as moving City owned vehicles or towing them to a facility for repair or other towing services and this should be handled by a contracted wrecker company. The police department also reserves the right to go outside of the rotation list or the contracted wrecker(s) to get an appropriate response by a wrecker company if none of the wreckers on the list are equipped or are able to handle the incident and the allowable fees that are to be charged and the regulations in this ordinance still apply inside of the corporate limits of the City.

(b) The wrecker rotation list shall be made available for inspection upon request during regular business hours. The list shall contain a designation of each permit holder qualified to be on the list in order of rotation list number. The wrecker rotation list shall be limited to a maximum of five (5) wrecker companies total. Such number of wrecker companies shall be reviewed every two (2) years, or at the discretion of the Chief of Police, which such number beyond five (5) wrecker companies may be adjusted by resolution of the City Council. As each new permit holder becomes qualified, it shall be placed at the end of the rotation list.

(c) Each wrecker company on the rotation list will be called in order to handle any incident. Wrecker companies who are authorized to be on the rotation list will, at a minimum, be capable of handling light duty tows (See Alternate Wreckers below). Wrecker companies who are not equipped to handle medium duty and heavy duty tows are required to enter into an agreement with one (1) alternate wrecker company so they can handle any potential

tow service they are called to handle. Permit holders who are called to handle an incident management scene and are not equipped to handle such a scene will be charged with a refusal to respond.

(d) Should an officer encounter a vehicle or an operator in need of assistance (motorist assist or vehicle service) or in need to of a consent tow due to being disabled or otherwise stranded, but is not an incident management tow or an immediate traffic hazard and the operator of the vehicle does not designate their own tow service, officers are authorized to recommend the towing company that is contracted with the department. It is the owner's or operator's choice of which wrecker to use in these situations. If the department's contracted wrecker service is unavailable or the operator does not wish to use this wrecker company, officers are authorized to provide the names and contact information for the wrecker companies from the rotation list to aid them in receiving necessary assistance. Other than the contracted wrecker of the department, officers shall not suggest any one wrecker company over another and must provide the names of each wrecker company on the rotation list or aid the owner or operator in conducting an internet search in these situations so the owner or operator can make a choice and receive assistance. The owner's choice of who to use in these situations shall be honored unless it is a non-consent tow or an incident management tow.

(e) Wrecker rotation list operation. In the event a police officer requires the impoundment or removal of a vehicle and the vehicle operator does not designate the permit holder of his choice, due to the operator's arrest, inability or incapacitation, or the vehicle cannot be moved to a safe location out of the right of way of the roadway or, the vehicle is an immediate hazard creating an actual or potential traffic pattern disruption, the officer shall request the permit holder next on the wrecker rotation list to be called. If a vehicle involved in an incident where it comes to final rest on private property then a permit holder next on rotation shall be called to remove the vehicle and the vehicle will not be left on private property.

(f) Vehicle operator to designate a wrecker company. When a police officer investigating an incident management scene where the operator can safely move the vehicle to a location out of the right of way where it will no longer create a traffic disruption and there is no debris to be cleaned from the right of way, such officer should first attempt to communicate with the driver on scene to designate the permit holder he desires to remove the vehicle, and the police officer shall cause the driver's designee to be contacted. No wrecker company outside of the department's authorized rotation list shall be allowed to respond to any incident management scene inside of the city unless 1) the vehicle is able to safely, under its own power, move completely from the right of way and all debris involved is removed from the right of way or 2) no wrecker service on the rotation list is able to conduct the tow at that time.

(g) The Leander Police Department will only attempt to contact a wrecker company twice before calling the next wrecker company listed on the rotation list. A failure to answer a call from the department for a rotation request will be considered a failure to respond and

will result in a violation.

(h) Authorized Fees.

1) The fee charged by a permit holder or wrecker company for tows, tow-related services, response, equipment, and storage of vehicles towed pursuant to this Article shall not exceed the lower of the maximum allowable fee set forth in the Fee Schedule presented in the Appendix of this Code, as amended, or if not already regulated or prohibited by this ordinance the maximum allowable fee provided by State law, as amended. Any wrecker service that charges fees not allowed by this section shall be subject to fine/penalty, suspension and/or revocation pursuant to this Article, as amended. Each time a wrecker service charges fees not allowed by this section will be an independent violation and subject to suspension and/or revocation or other penalty pursuant to this Article, as amended.
2) Rental or additional equipment. There may be times where a wrecker company called to a scene by the city needs to rent or bring additional equipment to effectively handle an incident they would otherwise be unable to handle with standard equipment. Wrecker companies are hereby authorized to recover the fees associated with the necessary rental equipment to effectively handle a scene. See Fee Schedule in Appendix for allowable rates.

(i) Pursuant to Texas Occupations Code, Section 2308.203, as amended, a towing company subject to this Article may request a towing fee study be performed by submitting a written request to the Chief of Police and paying the applicable fee set forth in the Fee Schedule presented in the Appendix of this Code, as amended. No towing company shall be authorized to request a towing fee study within twenty-four (24) months of the completion of a prior towing fee study performed pursuant to this Section.

(j) Alternate Wrecker. A permit holder shall enter into an agreement with another wrecker company to fulfill the towing obligations of any category of service (light duty, medium duty, heavy duty) they alone are not capable of handling. A rotation permit holder may designate another towing company as an alternate wrecker for the use of permitted and inspected wreckers to provide services pursuant to this Article; however, no permit holder shall designate more than one (1) other wrecker company for such use of alternate wreckers, and all alternate wreckers, shall be permitted pursuant to this Article.

(1) If a permit holder plans to send their designated alternate wrecker to a scene then they need to notify communications at the time the permit holder is called for the service by the police department and that information needs to be conveyed by communication to the officers on scene. Both the permit holder and the alternate wrecker service will be held responsible for any violations of this ordinance by the alternate wrecker company. All alternate wrecker agreements must be signed

by the permit holder and the alternate wrecker service and approved by the Chief of Police or their designee. Any company who is not already a permit holder on the City of Leander Wrecker Rotation List who has been penalized, suspended and/or revoked by any law enforcement agency in the previous two years may not be eligible to be designated as an alternate wrecker unless written approval is obtained from the Chief of Police or their designee.

(2) A permit holder can terminate the agreement between them and the alternate wrecker at any time however, the permit holder must provide the Chief of Police or his designee with a written document listing the alternate wrecker company and the effective date of the agreement so it is clear.

(3) If an alternate wrecker responds in place of the permit holder then the permit holder using the alternate wrecker (the one named on the rotation list) shall obtain and retain a copy of the invoice from the contracted wrecker company in the event it is needed for an audit or inspection.

(4) The alternate wrecker is required to display a permit issued by the Leander Police Department or they will not be allowed at the scene. The Leander Police Department will contact the permit holder for any rotation request and they will not contact the alternate wrecker or alternate wrecker company directly. Any alternate wrecker designated by a permit holder will either use the permit holder's VSF or have a valid VSF located within the corporate limits of the city, its extraterritorial jurisdiction, or within fifteen (15) miles of those areas.

(5) Alternate wrecker companies utilized in place of a permit holder shall meet the response times stated above or a representative from the permit holder on the rotation list shall arrive within the time limit and be able to hold the scene to avoid a violation.

(k) If a wrecker service responds to a call initiated by this department, it shall be placed at the bottom of the rotation wrecker list by the Communications Division unless the wrecker service, through no fault of its own, is not used and receives no compensation for the call. In that event, it shall be placed back at the top of the rotation wrecker list.

(l) If a wrecker company responds to an initial request from law enforcement for an incident management or non-consent tow and the owner or operator of the vehicle requests to have the vehicle towed to a location of their choice (not the VSF) then the towing fees established by this ordinance shall apply for the initial response and work provided on scene. If the owner or operator requests to have the vehicle towed to another location outside of the City Limits of Leander, other than the VSF, that will be considered a separate tow and considered a consent tow (See Chapter 2308 of the Texas Occupations Code and Transportation Code Sec. 643.201, as amended). The wrecker company and the owner or operator of the vehicle can enter into a consensual agreement as to the fees charged to have the vehicle delivered to this different location and the invoice needs to reflect the separate charges so it is clear when reviewed. The

wrecker company will be moved to the bottom of the rotation list since it was called from the rotation list.

(m) New permit holders will be placed on a six (6) month probationary period. Any violation of this ordinance, or violation of any TDLR rule or violation of any State Law pertaining to towing operations may result in the company being removed from the rotation list without a hearing or appeal and may result in a fine.

(n) Cancellation. A police officer on scene may cancel the rotation request (for scene management) at any time. The wrecker company being cancelled prior to arrival will be put back at the top of the rotation list. Every effort should be made to not cancel the rotation request after 20 minutes, unless necessary.

Sec. 4.10.007 Issuance and expiration of permits; renewal, addition and fee

(a) The Chief of Police shall issue a permit to engage in towing from the wrecker lists to approved applicants complying with the provisions of this Article. A permit may be evidenced by a windshield decal affixed to the vehicle on either the front or the back window of the truck. Any wrecker failing to display this permit will be asked to leave and the next on the rotation list to be called.

(b) No permit may be issued for:

(l) Any person who had a financial interest in a wrecker business whose permit has been suspended, revoked or cancelled in excess of twenty (20) calendar days within the preceding twelve (12) months. This shall include any stockholders, officers, directors, managers or partners.

(2) Any person or company whose name appears on the current delinquent tax rolls of the city or the county where the VSF is located.

(c) Each company desiring to be included on the wrecker lists shall submit an application on a form provided by the Chief of Police or designee once an opening is published on the City of Leander website.

(d) Each permit holder must present the wreckers for inspection annually by January 1st at the police department, unless otherwise notified by the Chief of Police or designee.

(e) Each company desiring to be on the wrecker lists shall pay the city an inspection fee as provided for in the Fee Schedule presented in Appendix A of this Code, as amended.

(f) A wrecker company or wrecker failing to pass inspection shall pay a re-inspection fee as provided for in the Fee Schedule presented in Appendix A of this Code, as amended, for each additional inspection.

(g) Any company already permitted under this section, who wishes to add an additional wrecker to their fleet within a calendar year will still be required to pay the inspection fee

and it will be in effect for the remainder of that permit year as stated in this Article.

Sec. 4.10.008 Violation Procedures; Enforcement; Appeal; Penalties

(a) The Chief of Police, or designee(s), shall enforce the terms and provisions of this Article. All references to "Chief of Police" or "police chief' in this Article shall include the Chief of Police and their designee(s), if any.

(b) The Chief of Police may promulgate procedures to carry out and enforce the provisions of this Article.

(c) Any person aggrieved by a permit holder, towing company, or operator subject to this Article may file a written complaint with the police department. Those complaints as well as any violations of this ordinance found during audits or inspections will be investigated by the police department's unit in charge of overseeing wreckers, as designated by the Chief of Police.

1. Once facts are gathered through the investigation then the findings and recommendation(s) will be forwarded to a command supervisor for a review.

2. The command supervisor, within a reasonable amount of time, can affirm, modify or reverse the recommendation(s).

3. Within fifteen (15) calendar days of the decision by the command supervisor, he or his designee shall forward written notice of their findings and determination to the permit holder or operator and the Assistant Chief of Police.

4. If no appeal is taken from the command supervisor's action within ten (10) calendar days of notification, as set out herein, then the command supervisor's decision shall be final.

5. Any criminal charges filed will not be subject to appeal and will be handled through the court with jurisdiction over the case.

(d) Appeal of suspension or revocation to the Assistant Chief of Police. The wrecker company may, within ten (10) calendar days from the date of the wrecker company's receipt of a notice of suspension and/or revocation under this ordinance, submit a written request for a hearing before the Assistant Chief of Police. The Assistant Chief of Police will hold an informal hearing on the decision.

1. An appeal shall be in writing, setting forth the reasons for the appeal, and shall be sworn to.

2. An appeal does not stay a revocation or a suspension.

3. Within a reasonable time the Assistant Chief of Police or their designee

shall conduct an informal hearing regarding the decision. At the hearing the formal rules of evidence do not apply. The Assistant Chief of Police or their designee shall decide the appeal on the basis of the preponderance of evidence presented.

4. The Assistant Chief of Police will schedule a hearing within and shall give notice of the time and place set for the hearing to the appellant not less than 7 calendar days before the hearing.

5. The Assistant Chief of Police shall make a determination on the appeal not later than the 10th calendar day after the hearing. The Assistant Chief of Police can affirm, modify or reverse the suspension or revocation.

6. In matters of a suspension less than twenty (20) calendar days, the assistant chief's decision is final.

7. Within fifteen (15) calendar days of the decision by the Assistant Chief of Police, the Assistant Chief or their designee shall forward written notice of their findings and determination to the permit holder or operator and the Chief of Police.

8. If no appeal is taken from the assistant police chief's action within ten (10) calendar days of notification, as set out herein, then the Assistant Police Chief's decision shall be final.

(e) Appeal of suspension or revocation to the Chief of Police. If the suspension or revocation is sustained by the Assistant Chief of Police, a further appeal by the wrecker company may be submitted in writing to the Chief of Police, who will either hold an informal hearing or make a decision based on the written record. In order to perfect an appeal to the Chief of Police, the wrecker company must submit its written notice of appeal to the Chief of Police within ten (10) calendar days from the date of the Assistant Chief of Police's decision.

1. An appeal shall be in writing, setting forth the reasons for the appeal, and shall be sworn to.

2. An appeal does not stay a revocation or a suspension.

3. If determined to be necessary to hear further evidence or testimony and within a reasonable time the Chief of Police shall conduct an informal hearing regarding the decision. At the hearing the formal rules of evidence do not apply. The Chief of Police shall decide the appeal on the basis of the preponderance of evidence presented.

4. Should a hearing be necessary, then the Chief of Police will schedule a hearing and shall give notice of the time and place set for the hearing to

the appellant not less than 7 calendar days before the hearing.

5. The Chief of Police shall make a determination on the appeal not later than the 10th day after the hearing. The Chief of Police can affirm, modify or reverse the suspension or revocation.

6. In matters of a suspension only, the Chief's decision is final.

7. Within fifteen (15) calendar days of the decision by the Chief of Police, the Police Chief or their designee shall forward written notice of their findings and determination to the permit holder or operator.

8. If no appeal is taken from the Police Chief's action within ten (10) calendar days of notification, as set out herein, then the Police Chief's decision shall be final.

(f) Final Appeal to City Manager or his designee. In the event the Chief of Police sustains the revocation a final appeal may be had by the wrecker company before the City Manager or their designee. The City Manager may either hold a hearing or make a decision based on the written record. In order to perfect the final appeal before the City Manager, the wrecker company must submit a written request for a final appeal hearing, within ten (10) calendar days from the date of the chief's decision, to the city secretary.

1. An appeal shall be in writing, setting forth the reasons for the appeal, and shall be sworn to.

2. An appeal does not stay a revocation or a suspension.

3. Once the Chief of Police is notified of the final appeal to the City Manager then he or his designee shall immediately forward all documents pertaining to the revocation to the City Manager.

4. The City Manager can affirm, modify, or reverse the revocation.

5. If necessary to hear further evidence or testimony, within a reasonable time the City Manager or their designee can and hold a hearing. At the hearing the formal rules of evidence do not apply. The City Manager or their designee shall decide the appeal on the basis of the preponderance of evidence presented.

6. Should a hearing be necessary, then the City Manager will schedule a public hearing within a reasonable amount of time after receipt of notice of appeal. The City Manager or his designee shall give notice of the time and place set for the hearing to the Chief of Police and the appellant not less than 7 calendar days before the hearing.

7. The City Manager's, or their designee's, decision is final.

8. Within fifteen (15) calendar days of the decision by the City Manager, the City Manager or their designee shall forward written notice of their findings and determination to the permit holder or operator.

(g) All notices are presumed to be delivered to the non-consent wrecker service licensee or holder of a driver's permit within three (3) calendar days of being mailed certified mail, return receipt requested, to the licensee's or permittee's address listed in the most recent license or permit application.

(h) The period of administrative action per permit year shall be as follows:

1) For the first violation, not more than thirty (30) calendar days;
2) For the second violation, not more than ninety (90) calendar days; and
3) For the third and/or subsequent violation(s), such period of suspension, or revocation as the Chief of Police may determine, including permanent revocation.

(i) Penalties for Major Violations shall be as follows:

"Major Violation" under these Rules shall mean and include, but not be limited to, the following:

1. A conviction of the owner or operator (i.e. shareholder, member, partner, etc. of the wrecker company), driver or other employee of the tow company of the offense of Driving While Intoxicated;
2. A conviction of the owner or operator (i.e. shareholder, member, partner, etc. of the wrecker company), driver or other employee of the tow company of the offense of Aggravated Assault with a Motor Vehicle;
3. Violation of any TDLR Rule or Regulation or any other state, local or federal law or regulation relating to the towing of vehicles; and/or
4. Any other type of violation the Chief of Police or his designee deems as endangering the citizens of Leander; or
5. Any act that is contrary to the integrity, trustworthiness and honesty required of owners and operators in the Texas Administrative Code (i.e., charging vehicle owners for work that was not performed or charging for services not actually provided); or
6. Failure to refund or repay charges as directed by this or any other department.

(j) Except as expressly stated otherwise herein, the Chief of Police may, in its sole discretion, immediately revoke any wrecker company from the rotation list if the wrecker company is found to have committed a major violation of this ordinance; provided, however, the Chief of Police or his designee may elect to assess a lesser penalty, such as suspension from the rotation list for a specified period of time, if the Chief of Police determines, in his sole discretion, that a lesser penalty should be assessed for such violation. Termination of the employment of the employee

who committed the violation will be looked at favorably in these instances. In the event the wrecker company is suspended or revoked by the Chief of Police from the rotation list for a major violation, the Chief of Police's, decision to remove the wrecker company from the rotation list for a Major Violation shall be final and shall not be subject to any type of appeal.

(k) The determination of whether the violation is major shall be within the sole discretion of the Chief of Police.

(l) Any person who violates any provision of this ordinance, or fail to comply therewith or with any requirements thereof and shall be charged with a class C misdemeanor; and upon conviction shall be fined as provided a maximum of $500.00 for each violation or occurrence that a violation exists, provided that the penalty for a person's second offense under this article shall not be less than $200.00, and a penalty for a person's third or more offense under this article shall not be less than $400.00. Any person convicted of violating any term or provision of this article can also be charged in accordance with applicable State Law.

(m) In addition to any other penalty herein, the department may also require a license or permit holder to refund to a vehicle owner or operator the:

1. Amount charged to the owner or operator in excess of the amounts established by this ordinance.

2. Total amount of the charges for service not listed in the amount established by this ordinance.

(n) The administrative penalty set forth in this section shall be independent of and may be in addition to any other penalties assessed pursuant to any violation of this Article, Code or State law or each.

Sec. 4.10.009 Notice of Vehicle Removal

(a) Prior to towing any private property impound (PPI) or repossession (repo) not later than one (1) hour after the tow begins, a wrecker operator removing a vehicle pursuant to Chapter 2308 of the Texas Occupations Code, as amended including relocation of the applicable provisions, shall give oral or written notice of the removal to the person directing the removal and to the Leander Police Department Communications Division.

(b) A wrecker operator removing a vehicle pursuant to a repossession shall give oral or written notice of the removal to the Leander Police Department Communications Division, no later than one (1) hour after the removal.

(c) A wrecker operator that removes an unauthorized vehicle from a parking facility outside of the City, and intends to store the vehicle in a vehicle storage facility within the City, shall give oral or written notice of such tow and place of storage to the Leander Police Department Communications Division before the towed vehicle is brought within the City, no later than

one (1) hour from the time of such removal or prior to the vehicle entering the Leander city limits, whichever is earlier.

Under this Section, notice to the Leander Police Department Communications Division shall consist of:

1. The license plate number, registration year, state of registration, vehicle identification number if known, color, make, model and style of the vehicle being removed;
2. The reason for the removal of the vehicle (ie non-consent tow, Repossession, private property impound);
3. The name, title and phone number of the person authorizing the removal of the vehicle;
4. The location of the vehicle prior to its removal;
5. The address and phone number of the vehicle storage facility where the vehicle will be stored; and
6. The name, telephone number and address of the wrecker service removing the vehicle.
7. The name of the first and last name of the driver removing the vehicle or the Texas Department of Licensing and Regulation (TDLR) license number of the driver removing the vehicle.

Under this Section, notice to the person directing the tow shall consist of:

1. The license plate number, registration year, state of registration, vehicle identification number if known, color, make, model and style of the vehicle being removed;
2. The reason for the removal of the vehicle;
3. The location of the vehicle prior to its removal; and
4. The address and phone number of the vehicle storage facility where the vehicle will be stored.

If a wrecker service receives notice of a reported stolen vehicle that is towed, the wrecker operator or driver shall immediately notify the police department of the City where the vehicle was reported stolen. The wrecker service shall take all necessary actions to isolate the reported stolen vehicle from routine access at the storage location and facilitate police access to the vehicle. If the vehicle is determined to be stolen prior to leaving the facility then the vehicle cannot be moved and the law enforcement agency with jurisdiction is to be contacted immediately.

Section 3. Amending Appendix A Fee Schedule, Section A4.008 of the Leander Code of Ordinances. Article A4.000, Section A4.008 Wrecker Service, of the Leander Code of Ordinances, is hereby amended in its entirety as provided in the attached Exhibit A.

Section 4. Enforcement. The Leander Police Department, Fire Department, or authorized designee are authorized to enforce the provisions of these Articles.

Section 5. Savings Clause. All rights and remedies of the City of Leander are expressly saved as to any and all violations of the provisions of any ordinances affecting wrecker services within the City which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation , both civil and

criminal, whether pending in court or not , under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

Section 6. Conflicting Ordinances. All prior Ordinances of the City dealing with or applicable to wrecker services are hereby amended only to the extent of any conflict with the amendments set forth herein , and all ordinances or parts thereof conflicting or inconsistent with the provisions of this Ordinance as adopted and amended herein are hereby amended to the extent of such conflict. In the event of a conflict or inconsistency between this ordinance and any other code or ordinance of the City, the term s and provisions of this Ordinance shall govern.

Section 7. Severability. Should any section or part of this Ordinance 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 Ordinance are declared to be severable.

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

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

PASSED AND APPROVED on this 2 day of March, 2023.

CITY OF LEANDER, TEXAS: ATTEST:

_____ _____

Mayor City Secretary

Exhibit A

Sec. A4.008 Wrecker towing fees

The following maximum allowable fees may be charged for wrecker operations originating within the city's corporate limits or any roadway subject to the city's jurisdiction. No other charges will be allowed:

(1) Incident management tows (hourly rate to be charged at 30 minute increments, i.e., $100.00 an hour rate will be $50.00 per 30 minutes, unless stated otherwise):

(A) Light duty tows: $250.00, plus $100.00 an hour on scene.

(B) Medium duty tows: $550.00, plus $200.00 an hour on scene.

(C) Heavy duty tows: $1,100.00, plus $350.00 an hour on scene.

(D) Heavy duty tows (rotator equipped): $1,100.00, plus $450 an hour on scene.

(2) Fees set by the State Law or Federal Law are allowed as follows:

(A) Storage: Fee set and regulated by State Law and therefore not regulated further by Ordinance. Refer to State Law for applicable fees as amended.

(B) Notification and impound fee(s): Fee set and regulated by State Law and therefore not regulated further by Ordinance. Refer to State Law for applicable fees as amended.

(C) Applicable City, State and Federal Taxes: Regulated by applicable law and therefore not regulated further by Ordinance. Refer to City, State and Federal Law for applicable fees as amended.

(d) Any applicable credit card surcharges. The surcharge may not exceed the percentage set by a credit card issuer to use the card.

(3) Additional fees allowed:

(A) Winching: Allowed as an additional charge to the above incident management rates only when a vehicle is completely rolled onto its side or on to the roof and must be rolled back onto its wheels before towing can be accomplished. Or, is an otherwise complicated and difficult recovery, which needs to be justified and approved by a T.E.A.M. (traffic unit) officer or if they are unavailable then the senior ranking officer on the scene and the name of the officer must be included on the invoice. (Hourly rate to be charged in 30 minute increments).

(1) Light Duty: An additional $25.00 per hour on scene.

(2) Medium Duty: An additional $50.00 per hour on scene.

(3) Heavy Duty: An additional $100.00 per hour on scene.

(B) Recovery Air bags of any kind, includes catch-bags (rolled over tractor/trailer recovery): $1,000.00 per bag (capped at $4,000.00 total).

(C) Rental equipment or Contracted Services: Cost of the rented equipment or the cost of the contracted service: Cost, plus an additional 35%.

(D) Oftentimes in recoveries there are large amounts of spilled and damaged cargo that must be recovered and then disposed of properly. Tow companies are authorized to recover the cost of the disposal only of said cargo at a proper facility, plus 35%. This shall not include the debris or cargo from a light duty vehicle.

(E) Extra staff needed at the scene: $75.00 per hour, per person necessary and used on scene.

(1) Equipment operator: $150.00 (per piece of equipment, per hour)

2) Heavy Duty (only) Recovery Supervisor: $100.00 per hour on scene.

(F) Haul truck and Trailer (heavy duty - Landoll type): $1,000.00 flat fee (cannot be the tow truck).

(1) If just a haul truck (no trailer brought to the scene, but truck is used to haul a damaged trailer from the scene): $500 flat fee (cannot be the tow truck).

(G) Light duty truck and trailer: $300.00 flat fee (not a tow truck) required for hauling away of spilled cargo or debris.

(1) If just a light duty truck (pickup type): $150.00 flat fee (not a tow truck).

(H) Additional Tow Truck(s) required at the scene and also used at a scene, but does not tow any vehicles from the scene (can also charge other applicable fees (such as winching) for this additional tow truck at the scene, if used:

(1) Light duty tows: $200.00, plus $100.00 an hour on scene.

(2) Medium duty tows: $440.00, plus $200.00 an hour on scene.

(3) Heavy duty tows: $880.00, plus $350.00 an hour on scene (includes rotators).

(I) HAZMAT: Any incident management scene where a confirmed HAZMAT (Hazardous Material) response is initiated and confirmed by law enforcement or the fire department because of a chemical spill where a vehicle or employee is exposed to any waste material, substance, or other item listed as a "hazardous material," "specific chemical waste" or "chemical" in 49 C.F.R Section 172.101 and in excess of vehicle's operating system: $750.00 one-time flat fee (in addition to other applicable charges). This is not meant to regulate the clean-up cost of said HAZMAT, this fee is for the wrecker company handling the contaminated vehicle due to special procedures they must follow once arriving at their facility in handling an exposed vehicle. Charges for the actual clean-up of the hazardous material is covered by other sections of this ordinance.

(J) Tows performed by any wrecker for the purpose of evidentiary or examination for the Leander Police Department will comply with the Code of Criminal Procedure, Article 18.23, as amended. In such cases, the police department will be responsible for the fee(s) associated with the towing of the vehicle(s) from the scene to the designated location and any storage fees related to that vehicle. The wrecker company is authorized to recover the fees in compliance with this ordinance for the response, recovery and any clean-up that is necessary at the scene prior to the towing and storage taking place. Should the police department pay this fee to the wrecker company then the department is authorized to recover these fees minus any fee for the towing from the scene or storage of said vehicle(s) prior to the release of the vehicle in compliance with this law.

(K) Should fuel prices rise to an unsustainable level wrecker companies can submit written documentation and justification for a temporary increase of up to 10% of the allowable fee(s). This is at the sole discretion of the Chief of Police or their designee. The additional amount allowed to be charged and the duration it will be allowed will be at the sole discretion of the Chief of Police or their designee.

(L) No additional charges will be authorized. If there is a dispute regarding the appropriate fee(s) allowed or a special circumstance(s) warranting special consideration for recovering operating costs then the Chief of Police or their designee shall make the final determination of the correct charges for the services provided prior to invoicing. Justification may be required.

(4) Private property tows:

(A) Private Property Tows:

The maximum amount that may be charged for private property tows is as follows:

1) Light Duty Tows: $140.00

2) Medium Duty Tows: $310.00

3) Heavy Duty Tows: $410.00 per unit or a maximum of $820.00.

(B) Drop fees:

If the owner, authorized operator, or authorized agent of the owner of a motor vehicle that is parked without the authorization of the property owner attempts to retrieve the motor vehicle before its removal from the property or parked location, the maximum amount that may be charged for a drop charge/drop fee (if the motor vehicle is hooked up) is:

(1) Light duty drops: $75.00

(2) Medium duty drops: $150.00

(3) Heavy duty drops: $200.00

(C) If an owner, authorized operator, or authorized agent of the owner of a motor vehicle is present before the removal from the property or parked location the towing operator shall advise the owner, authorized operator, or authorized agent of the owner of a motor vehicle that he or she may offer payment of the towing drop charge.

(D) Fees set by the State Law or Federal Law are allowed as follows:

(a) Storage: Fee set and regulated by State Law and therefore not regulated further by Ordinance. Refer to State Law for applicable fees, as amended.

(b) Notification and impound fee(s): Fee set and regulated by State Law and therefore not regulated further by Ordinance. Refer to State Law for applicable fees, as amended.

(c) Applicable City, State and Federal Taxes: Regulated by applicable law and therefore not regulated further by Ordinance. Refer to City, State and Federal Law for applicable fees, as amended.

(d) Any applicable credit card surcharges. The surcharge may not exceed the percentage set by a credit card issuer to use the card and the rate must be stated on the invoice.

(E) No additional charges will be authorized.

(F) For purposes of this section, a tow company must accept cash, credit cards and debit cards as payment for the drop charge.

(5) Inspection fees: An inspection fee of $50.00 per light duty truck, $75.00 per

medium duty truck and $100.00 per heavy duty truck shall be paid at time of inspection. Should any truck fail its annual inspection, a reinspection fee of $25.00 for light duty, $37.50 medium duty and $50.00 for heavy duty shall be charged for each reinspection. Additional trucks added to the permit holder's fleet during the year will pay an inspection fee as stated and the inspection expires as stated in [article 4.10]. These fees also apply to any wrecker contracted by a permit holder.

(6) $2,000.00 per tow fee study requested by a towing company pursuant to section 2308.203 of the Texas Occupations Code. This fee is intended to defray the cost of the study.