



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday - February 2, 2023
Briefing Workshop at 6:00 PM
Regular Meeting at 7:00 PM



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

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

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

BRIEFING WORKSHOP - CONVENE AT 6:00 PM

1. Open Meeting.
2. Roll Call.
3. Receive update from Atmos Energy regarding the December 2022 winter storm.

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.
 - Black History Month proclamation (February)
8. Receive annual update of Hotel Occupancy Tax funds from Leander Chamber of Commerce.

CONSENT AGENDA: ACTION

9. Approval of the minutes for meeting held on January 19, 2023.

10. Approval to renew Microsoft 365 subscription licensing utilizing pricing and terms contained in Texas DIR Contract DIR-TSO-4092 from SHI Government Solutions, Inc., and to pay the renewal amount due of \$168,302.40; and authorize the City Manager to execute any and all necessary documents and renewals.
11. Approval of an Ordinance correcting a scrivener's error in several sections of the personnel policy adopted by Ordinance No. 22-094-00 on October 20, 2022; making finding of fact; and providing for related matters.
12. Approval of Task Order CFA-001 from CobbFendley and Associates for design services related to the widening and improving of South Street and West Drive, located in the Old Town area, (CIP Projects T.17, T.49, and T.53) including adjacent utility systems, right-of-way improvements, surveying, documents for right-of-way procurement, assessments, and needed improvements for related intersections, in the amount of \$1,137,791.30; and authorize the City Manager to execute any and all necessary documents.
13. Approval of Amendment No. 7 to Task Order HAI-2 to Halff Associates for the design and construction of Lakewood Park (CIP Project 18-CIP+002) providing for additional documentation and a report for the correction to the required soil mitigation and compensatory cut to comply with the requirements of the Upper Brushy Creek Water Control Improvements District increasing the contract amount by \$5,000.00 for a new total contract amount of \$939,017.00; authorize the City Manager to execute any and all necessary documents.
14. Approval of a variance of Article 8.04, Noise, Section 8.04.001(a) (11) in the hours of construction work to Lendi Home Builders, LLC to provide for construction activities for the Crystal Falls Town Center Phase 2 Lot 1 project (21-SD-020) located on 1890 Crystal Falls Parkway, Leander Texas, to begin construction at 4:00 a.m. from February 3, 2023 to March 3, 2023; and require the contractor to post notifications for nearby tenants a minimum of forty-eight (48) hours in advance of the activities.
15. Approval of a variance of Article 8.04, Noise, Section 8.04.001(a) (11) in the hours of construction work to Lendi Home Builders, LLC to provide for construction activities for the Crossing at Crystal Falls Phase 5 Swadeshi Plaza project (21-SD-045) located on 10745 Crystal Falls Parkway, Lot 4 of Cantwell Tract, Leander Texas to begin construction at 4:00 a.m. from February 3, 2023 to April 30, 2023; and require the contractor to post notifications for nearby tenants a minimum of forty-eight (48) hours in advance of the activities.
16. Acceptance of public infrastructure improvements for Travisso Phase 4 Sections 4 and 5 Subdivision.
17. Approval of an Ordinance amending Code of Ordinances, Section 6.07.063 of the Leander Stormwater Ordinance.
18. Award of Solicitation S22-026 for construction services for Falcon Oaks wastewater and water improvement (CIP Project WW.20/W.6), with Joe Bland Construction, LP, in the amount of \$4,568,573.75; and authorize the City Manager to execute any and all necessary documents.
19. Authorize the President of the BCRUA to finalize a Resolution approving Supplemental Contract No. 2 with Walker Partners, LLC for construction phase services of BCRUA Phase 1D Water Treatment Plant Expansion.
20. Approval of purchase of forty-two (42) ballistic shields for the Leander Police Department in the amount of \$141,428.70 from GT Distributor, Inc. utilizing the BuyBoard Co-Op Contract; and authorize the City Manager to execute any and all necessary documents.

21. Approval of purchase of a multi-sensor digital security camera system for the Leander Police Department Headquarters in the amount of \$55,625.44 from Convergent Technologies utilizing the Sourcewell Contract #030421-CTL; and authorize the City Manager to execute any and all necessary documents.

PUBLIC HEARING: ACTION

22. Conduct a Public Hearing 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 Boulevard, Leander, Williamson County, Texas.
- Discuss and consider action regarding Comprehensive Plan Case CPA-22-0005 as described above.
23. Conduct a Public Hearing 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 (2) parcels of land approximately 12 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R432300 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.
24. 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. **[POSTPONED BY APPLICANT TO MARCH 2, 2023]**

REGULAR AGENDA

25. Discuss and consider action regarding an Interlocal Agreement with the Williamson County Economic Development Partnership; and authorize the City Manager to execute any and all necessary documents.
26. 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.]*
27. Council Member Closing Statements.
28. Convene into Executive Session pursuant to:
1. Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding recreation center; and
 2. Section 551.071, Texas Government Code, and Rule 1.05, Texas Disciplinary Rules of Professional Conduct, to consult with legal counsel regarding Docket No. 53063, petition by outside city ratepayers appealing the water rates established by the City of Leander, Texas; and
 3. Section 551.072 and 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 and Project Ride or Die; and

4. Section 551.074, Texas Government Code, to discuss or deliberate the duties 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. Recreation center; and
2. Ratepayers appealing the water rates; and
3. Project(s): Cutting Edge and Ride or Die; and
4. City Manager.

29. 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 26 day of January 2023 by 6:00 p.m. pursuant to Chapter 551 of the Texas Government Code.



Dara Crabtree, City Secretary, TRMC



EXECUTIVE SUMMARY
02/02/2023

AGENDA SUBJECT:

Approval of the minutes for meeting held on January 19, 2023.

BACKGROUND:

Attached are minutes for meeting held on January 19, 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 - January 19, 2023



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

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

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

BRIEFING WORKSHOP - CONVENE AT 6:00 PM

1. Opened meeting at 6:03 p.m.
2. Roll Call reflected all present with Councilmember McDonald and Councilmember Czernek absent.
3. Received update on fiscal year 2023 capital improvement projects including: BCRUA, water, wastewater, roads, Old Town and facilities.
4. Discussed city regulation of carports including: pro is affordable way to protect vehicle, cons are aesthetic, setback, fire code, wind rating, parking area, visibility and maintenance; current regulations; other municipalities regulations; next steps hire a consultant to conduct a study; and possible amendments. Following a discussion, no changes are being proposed to the current ordinance.

Adjourned briefing workshop at 6:54 p.m.

REGULAR MEETING – CONVENE AT 7:00 PM

5. Opened meeting at 7:03 p.m., Invocation was provided by Pastor Wendell Holmes and Mayor Christine led the Pledges of Allegiance.
6. Roll Call reflected all present with Councilmember McDonald and Councilmember Czernek absent.

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

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

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

Keith Marsh, 825 Coyote Lane - commented on current carport regulations; unable to construct a carport under current regulations; asked the City Council to consider changing the zoning to allow him to construct a carport; and sewer problems in neighborhood.

8. Leander History included cemeteries in Leander's city limits and ETJ.
9. Staff Reports
- Public Works update included: 4th quarter report and water conservation efforts.

CONSENT AGENDA: ACTION

Motion by Councilmember Esme Mattke Longoria, Seconded by Mayor Pro Tem Na'Cole Thompson approval of consent agenda items 10 through 17.

Vote: 5 - 0

10. Approval of the minutes for meeting held on January 5, 2023.
11. Approval of renewal of an Interlocal Agreement between Williamson County EMS and Leander Fire Department to meet the Department of State Health Services rule 157.14 regarding both the First Responder Organization and Medical Director agreements; and authorize the City Manager to execute any and all necessary documents.
12. Approval of an Interlocal Agreement between the City of Leander and Williamson County regarding the design and construction of N. Bagdad Road (CR 279), from the city limits of Liberty Hill to just south of CR 281 within the city limits of Leander, for the purpose of providing formal coordination and consent for the County's design and construction of the project within the city limits and requiring the City to maintain identified water quality features.
13. Approval of Task Order GBA-007 with George Butler Associates, Inc. for a citywide Wastewater Master Plan study in the amount of \$551,936.00; and authorize the City Manager to execute any and all necessary documents.
14. Approval of extension of the application expiration for Subdivision Case 21-FP-006 Rosenbusch Ph 3 Final Plat; more particularly described by Williamson Central Appraisal District Parcel R599344; generally located to the east of the intersection of Vista Ridge Drive and Lakeline Boulevard; Leander, Williamson County, Texas.

15. Approval of Second Reading of an Ordinance regarding the B Twisted Annexation Case 22-A-005 regarding the voluntary annexation of 12.40 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R605507; and generally located approximately 3,000 feet to the west of intersection of Bagdad Road and CR 281, on the south side of CR 281, Leander, Williamson County, Texas.
16. Approval of Horizon Lake Phases 2 and 3 License Agreement, Case LA-22-0006, to allow for the installation and maintenance of landscaping and irrigation within portions of the right-of-way of Inlet Court and Horizon Park Boulevard, Leander, Williamson County, Texas; and authorize the City Manager to execute any and all necessary documents.
17. Approval of Development Agreement Case 22-DA-024 regarding the Prime Office Warehouse Development Agreement on one parcel of land approximately 8.34 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R031220; and commonly known as 15901 Ronald W. Reagan Boulevard, Leander, Williamson County, Texas.

REGULAR AGENDA

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

Motion by Councilmember Kathryn Pantalion-Parker, Seconded by Councilmember Esme Mattke Longoria to approve Tree Removal Case TRP-22-0007 regarding removal of Significant and Heritage Trees associated with the Pedernales Electric Cooperative Hero Way Substation Site Development Project located at 13151 Hero Way West, Leander, Williamson County, Texas.

Vote: 5 - 0

19. Discuss and consider action regarding Ordinance Case OR-21-0005 to amend City Code of Ordinances Chapter 13 Utilities to add provisions for development phasing; and to provide for related matters; Williamson & Travis Counties, Texas.

Motion by Councilmember Kathryn Pantalion-Parker, Seconded by Councilmember Becki Ross to approve Ordinance Case OR-21-0005 to amend City Code of Ordinances Chapter 13 Utilities to add provisions for development phasing; and to provide for related matters; Williamson & Travis Counties, Texas, following a discussion.

Vote: 5 - 0

20. 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

21. Council Member Closing Statements.

Esme Mattke Longoria - wished everyone a Happy Chinese New Year; and stated the City Council would be holding their winter retreat on Friday, January 27, 2023.

Na'Cole Thompson - thanked everyone who participated in the MLK event on Monday; the event

was attended by approximately 3, 000 people; and thanked staff and LPAC members for all their work on the event.

Christine DeLisle - stated Brooklyn Heights provided dinner; reminded everyone to shop local; thanked Councilmember Ross for preparing and bringing a King Cake tonight; thanked everyone who made MLK event happen and successive; commented on amazing staff and committee members; and we appreciate all committee members for their service.

22. Recessed into Executive Session at 7:34 p.m. pursuant to:

1. Section 551.072 and 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;
- Project Ride or Die; and
- Project Orange Build.

2. Section 551.072, Texas Government Code, to deliberate the acquisition of real property located in Elijah D. Harmon Survey, Abstract 6, Williamson County, Texas, to grant a drainage easement and acquire the fee simple property rights for the purpose of the Raider Way/East Woodview roadway improvement project (CIP T.12).

3. Section 551.072, Texas Government Code, to deliberate the acquisition of real property located in Block 6, Town of Leander Survey, Williamson County, Texas, to grant a temporary construction easement and acquire the fee simple property rights for the purpose of the Downtown Leander Fire improvement project (CIP W.22).

Reconvened into open session at 8:32 p.m. to take action as deemed appropriate in the City Council's discretion regarding:

1. Economic Development lease, exchange or value of real property, incentives and approving one or more 380 Agreements for the listed projects.:

- Cutting Edge;
- Ride or Die; and
- Orange Build

2. Raider Way/East Woodview roadway improvement project (CIP T.12)

3. Downtown Leander Fire improvement project (CIP W.22)

Item 1 - Cutting Edge - No action.

Item 1 - Ride or Die, LLC - No action.

Item 1 - Orange Build - No action.

Motion by Mayor Pro Tem Na'Cole Thompson, Seconded by Councilmember Becki Ross to approve (Item 2) the acquisition of real property located in Elijah D. Harmon Survey, Abstract 6, Williamson County, Texas, to grant a drainage easement and acquire the fee simple property rights for the purpose of the Raider Way/East Woodview roadway improvement project (CIP T.12) as discussed in executive session.

Vote: 5 - 0

Motion by Mayor Pro Tem Na'Cole Thompson, Seconded by Councilmember Becki Ross to approve (Item 3) the acquisition of real property located in Block 6, Town of Leander Survey, Williamson County, Texas, to grant a temporary construction easement and acquire the fee simple property rights for the purpose of the Downtown Leander Fire improvement project (CIP W.22) as discussed in executive session.

Vote: 5 - 0

23. Adjourned at 8:34 p.m.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY



EXECUTIVE SUMMARY
02/02/2023

AGENDA SUBJECT:

Approval to renew Microsoft 365 subscription licensing utilizing pricing and terms contained in Texas DIR Contract DIR-TSO-4092 from SHI Government Solutions, Inc., and to pay the renewal amount due of \$168,302.40; and authorize the City Manager to execute any and all necessary documents and renewals.

BACKGROUND:

The City of Leander currently utilizes the Microsoft 365 cloud-based software suite for email, collaboration tools, and certain information security services. The City entered a three (3)- year contract with Microsoft through their authorized reseller SHI Government Solutions, Inc. for these products and services after approval by City Council at the May 5, 2022 meeting. This agenda item is for approval to pay the amount due for Year 2 of this three (3)- year contract.

SHI Government Solutions, Inc. offers Microsoft licensing through a pre-negotiated and bid State of Texas DIR contract which has favorable pricing and terms due to the State's purchasing volume. SHI Government Solutions, Inc. is a state certified Historically Underutilized Business (HUB) with an excellent customer service record.

RECOMMENDATION:

Staff respectfully recommends approval of City IT's request to renew Microsoft 365 subscription licenses from SHI Government Solutions in the amount of \$168,302.40 utilizing Texas DIR Contract DIR-TSO-4092.

PRESENTER:

Stuart Smith, Assistant Director of IT / Information Security Officer

Fiscal Impact

Amount requested: \$168,302.40

Approved in current budget (Yes / No): Yes

Expenditure (New / Amended): New

Recurring or one-time: Recurring

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



EXECUTIVE SUMMARY
02/02/2023

AGENDA SUBJECT:

Approval of an Ordinance correcting a scrivener's error in several sections of the personnel policy adopted by Ordinance No. 22-094-00 on October 20, 2022; making finding of fact; and providing for related matters.

BACKGROUND:

The current personnel policy was approved on October 20, 2022. The Human Resources Department has made necessary revisions in a few subsections of the policy.

PRESENTER:

Christy Davis, Human Resource Director

Attachments

1. Ordinance
2. Redline of Sections

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, CORRECTING A SCRIVENOR'S ERROR IN SEVERAL SECTIONS OF THE PERSONNEL POLICY ADOPTED BY ORDINANCE NO. 22-094-00 ON OCTOBER 20, 2022; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

Whereas, by Ordinance No. 22-094-00, the City of Leander, Texas (the "City") adopted personnel policy;

Whereas, several sections contained inaccurate information;

Whereas, the City Council desires to correct the scrivener's errors; and

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

Section 1. Findings of Fact. The findings and recitations set out hereinabove are 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. Correction of Scrivener's Error.

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5.4 Official Scheduled Work Time

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Section 5.4.2 Work Week

....

- 24/48 Hour Firefighters to read as follows:

24/48 Hour Firefighters - Under the FLSA Special 7(k) rules of 29 USC 207(k), the City has chosen a 14-day cycle with a 106-hour threshold (with 24-hour shifts) for determining eligibility for overtime for Fire Department personnel engaged in fire protection. This is subject to change to meet the needs of the department as defined by the Fire Chief.

....

Section 6.2.1 Holiday Bank: Special Provisions for Commissioned Police, Uniform Fire Personnel and Telecommunication Personnel (excluding cadets and trainees) to read as follows:

Due to the 24-hour staffing of these departments a holiday bank will allow the employee to use holiday time as approved by the department throughout the year. At the beginning of each calendar year, holiday hours are placed in the employees Holiday bank:

- Police (12 hour/shift) and Fire Emergency Operations (24/48-hour shift)= 12 hours *14 day= 168 hours

....

6.14 Catastrophic Leave

....

Section 6.14.2 Enrollment - Catastrophic Leave to read as follows:

Eligible employees may only enroll during the Open Enrollment Period (month of February each year) by completing an enrollment form available at the Human Resources Department. Participation in the Catastrophic Leave bank becomes effective March 1.

Section 6.14.3 Minimum Contribution – Catastrophic Leave to read as follows:

Employees wishing to participate may contribute a minimum of eight (8) hours of accrued sick leave time each year. Contributions will be credited to the Catastrophic Leave bank on the first full pay period which begins after March 1. Employees electing to participate must contribute hours from the sick accrual account.

Employees contributing to the Catastrophic Leave bank, must have a combined leave (sick, vacation leave and compensatory time) balance of 80 hours after the contribution.

....

Section 3. Effective Date. This Ordinance shall be in force and effect from and after its passage on the date shown below.

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

FINALLY PASSED AND ADOPTED this 2 day of February, 2023.

Attest:

The City of Leander, Texas

Dara Crabtree, City Secretary

Christine DeLisle, Mayor

5.4 Official Scheduled Work Time

5.4.1 Normal Business Hours

The hours during which City offices and departments are open for business is determined by the City Manager. The City establishes the time and duration of working hours as required by work load and production flow, customer service needs, the efficient management of human resources, and any applicable law. All City offices shall remain open continuously from 8:00 a.m. until 5:00 p.m. Monday through Friday, except on designated holidays or when the City Manager's office approves an exception. Whenever possible, offices shall remain open during the lunch period (typically between 11:00 a.m. and 2:00 p.m.) staggering individual lunches according to specified requirements of your department. On rare occasion, the City Manager will close the non-public safety departments during a lunch period. Notification of temporary closure will be posted in advance.

5.4.2 Work Week

- **Regular Employees** - A workweek consists of 7 consecutive 24-hour periods that equal 168 total hours. The normal workweek begins on Saturdays at 12:00 a.m. through the following Friday 11:59 p.m. and consists of 40 hours for a regular employee. All work schedules are developed with the best interest of the City and protection of the public welfare in mind. Each workweek stands alone and workweeks cannot be averaged. For example, if you work 30 hours one week and 50 hours the next, you must be paid overtime or comp time for the 50-hour week even, though the average between the two weeks is 40 hours a week.
- **Police Officers** - The normal work schedule for Police Officers is eighty (80) hours within a fourteen (14) day work cycle. The work schedule is set by the Police Chief.
- **Telecommunication Personnel**-The normal work schedule varies per shift and week. This is necessary because Telecommunications are open 24/7 through-out the year for responding to 911 calls.
- **24/48 Hour Firefighters** – Under the FLSA Special 7(k) rules of 29 USC 207(k), the City has chosen a ~~2814~~-day cycle with a ~~212106~~-hour threshold (with 24-hour shifts) for determining eligibility for overtime for Fire Department personnel engaged in fire protection. This is subject to change to meet the needs of the department as defined by the Fire Chief.

5.4.3 Work Day

The normal workday is 8, 10, 12 or 24 hours of work within a 24- hour period with an unpaid meal period of at least 30 minutes (See Section 5.19 Breaks and Meal Periods for further information). Each department may determine its typical workday based on the needs of the department.

5.4.4 Work Schedule

Your Department Director schedules and informs you of your daily work schedule, including meal periods and rest breaks, and of any changes that are considered necessary or desirable by the City. Your Department Head will attempt to provide appropriate notice when changes to your schedule occur.

6.13 Administrative Leave

6.13.1 Administrative Leave

The City Manager is the only one who may authorize administrative leave, with or without pay, when not otherwise provided for in these policies. You should indicate on your timesheet, with a notation at the bottom, the type of absence being compensated.

6.13.2 Inclement Weather Leave

The City Manager or designee may grant any amount of administrative leave, depending upon the severity of the weather event, when the City offices close due to inclement weather. Regular, full and part time employees are eligible to receive inclement weather administrative leave. Employees on personal leave on the day(s) for which administrative leave is granted due to inclement weather will not have to take their personal leave as planned. The administrative leave will be used in lieu of personal leave.

If an exempt or non-exempt employee is able to work remotely during an inclement weather event they will not receive administrative leave for the time frame they were able to work. Exempt or non-exempt employees who actually physically come in to work during an inclement weather event may receive compensatory and/or FLSA overtime, which may have a "use by" deadline or it may be paid directly to the employee, as determined by the City Manager and contingent upon available city funds.

6.14 Catastrophic Leave

It is the policy of the City to offer eligible participating employees who have exhausted all available leave balances the opportunity to receive additional leave benefits from a Catastrophic Leave bank for extended absences in the case of catastrophic illness or injury to the employee or eligible family member.

6.14.1 Eligibility

All regular full-time employees are eligible to participate. Participation in the program is voluntary. Only employees contributing at least eight (8) sick leave hours during the Open Enrollment Period are eligible to receive paid leave from the Catastrophic Leave bank in the following twelve (12) months.

6.14.2 Enrollment

Eligible employees may only enroll during the Open Enrollment Period, ~~(September which is during the month of February 1–September 30~~ of each year,) by completing an enrollment form available at the Human Resources Department. Participation in the Catastrophic Leave bank becomes effective ~~October~~March 1.

6.14.3 Minimum Contribution

Employees wishing to participate may contribute a minimum of eight (8) hours of accrued sick leave time each year. Contributions will be credited to the Catastrophic Leave bank on the first full pay period which begins after ~~October~~March 1. Employees electing to participate must contribute hours from the sick accrual account.

Employees contributing to the Catastrophic Leave bank, must have a combined leave (sick, vacation leave and compensatory time) balance of 80 hours after the contribution.

6.14.4 Maximum Contribution

The maximum annual contribution to the Catastrophic Leave bank is forty (40) hours per employee.

When a holiday occurs on a weekend, the following alternative schedule applies:

- A holiday that occurs on a Saturday shall be observed on the Friday before the holiday;
- A holiday that occurs on a Sunday shall be observed on the following Monday.

If employee works on a holiday

- With supervisor's approval the employee may flex holiday hours within the pay period.

If employee is on some type of leave on a holiday

- The employee must be in "Active Pay Status" to earn the Holiday Leave.
- If employee calls in sick or is otherwise absent without leave before or after a holiday, the supervisor may request a doctor's note. Lack of acceptable documentation regarding the absence may result in the denial of Holiday pay.

6.2.1 Holiday Bank: Special Provisions for Commissioned Police, Uniform Fire Personnel and Telecommunication Personnel (including cadets and trainees)

Due to the 24-hour staffing of these departments a holiday bank will allow the employee to use holiday time as approved by the department throughout the year.

At the beginning of each calendar year, holiday hours are placed in the employees Holiday bank:

- Police (124 hour/shift) and Fire Emergency Operations (24/48-hour shift) = 124 hours * 142 day = 168 hours
- All other uniformed Police and Fire = 8 hours * 14 days = 112 hours.
- All Telecommunications personnel = 8 * 13 days = 104 hours (not eligible for 9-11 holiday).
- Exception for New hires: In your first calendar year, you will only accrue the hours for holidays that occur after your date of hire.

Holiday time does not roll over and any time not used before the end of the calendar year will be lost. New hires will be allowed to roll over any unused time.

Employees who leave employment at any time of the year, any unused holiday hours will be paid based upon the number of holidays that have elapsed during the calendar year up to their termination date. Employees who leave employment and have used holiday leave that exceeds the number of holidays that have elapsed during the calendar year up to their termination date, then the excess shall be deducted from their vacation leave bank, but in no case shall the deducted amount be more than their vacation leave amount.

The Fire Chief or Police Chief may request approval from the City Manager to have his/her department opt out of the Holiday Bank provision and have department employees accrue holiday leave as other City employees.

6.14.5 Rules

- Contribution to the Catastrophic Leave Bank may not be designated for use by any specific employee.
- Time donated by an employee may not be recovered or recaptured.

6.14.6 Definition

Catastrophic Illness or Injury: Catastrophic illness or injury is defined as a serious health condition that affects the employee, or the employee's spouse, child or parent, which is unanticipated, non-job related, not self-inflicted, and requires an employee's absence without pay for a period of at least two weeks after all leave balances have been exhausted. This is further defined as those illnesses or accidents which require confinement in a hospital or accidents which require extensive medical care of an unforeseeable nature. Examples include life threatening injury or illness, cancer, AIDS, heart surgery, stroke, etc. Catastrophic illnesses shall not include elective surgery nor unforeseeable medical care rendered as a result of something other than injury or disease.

6.14.7 Administration

All requests for Catastrophic Leave shall be reviewed by the Human Resources Department. A representative from the Human Resources Department will act as the primary administrator and contact for the program.

6.14.8 Leave Request Process

Application for Catastrophic Leave must be made on the standard form provided by the Human Resources Department. Each application must include the standard FMLA form with a health care provider's signed statement. The request must include the health care provider's name, address and phone number. The forms shall be submitted to the Human Resources Department.

The maximum hours of catastrophic leave that may be requested and be granted is up to 480 in a 12-month period. ~~The guidelines set forth in Leave Limitation Policy of the Cedar Park Human Resources Policy Manual continue to be applicable. The total (unpaid and/or paid) leave permitted is 1,040 hours.~~

6.14.9 Application Review

The Human Resources Department will review each application and ensure that each of the following conditions have been met:

- Employee is enrolled as a participant in the Catastrophic Leave bank;
- Employee's entire accumulated leave (holiday, sick, vacation, comp time, etc.) has been exhausted;
- Proper documentation is complete and is provided in a timely manner; and
- Requesting employee has a qualifying catastrophic illness or injury.

The Human Resources Department will inform the applicant of their decision in writing within five (5) days after the receipt of the application.

6.14.10 Rules During Catastrophic Leave

- While an employee is receiving benefits from the Catastrophic Leave bank, he or she will not continue to accrue vacation time, compensatory time, or sick leave.
- Catastrophic Leave granted and not used by the employee will be returned to the Catastrophic Leave Bank.



EXECUTIVE SUMMARY
02/02/2023

AGENDA SUBJECT:

Approval of Task Order CFA-001 from CobbFendley and Associates for design services related to the widening and improving of South Street and West Drive, located in the Old Town area, (CIP Projects T.17, T.49, and T.53) including adjacent utility systems, right-of-way improvements, surveying, documents for right-of-way procurement, assessments, and needed improvements for related intersections, in the amount of \$1,137,791.30; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

The growth of the City of Leander has overburdened roadways, creating traffic congestion, unsafe conditions, and maintenance concerns. As identified in the 2021 Transportation Master Plan, the two (2) roads in the Old Town area are in dire need of improvements, due to growth, usage, congestion, and safety, requiring these roads to be widened, realigned, and improved to match the traffic needs.

The two (2) main concerns involve the narrowness and lack of street parking and sidewalks, and the misalignment of South Street at the West Drive intersection. The roads will be widened and improved, with center turn lanes added. Intersections will be assessed for control to help with school traffic and congestion. The South Street and West Drive intersection was to be corrected with a traffic roundabout; however, after much review and assessment, it was determined by the City engineering team that a traffic roundabout for this specific intersection would be unsafe to non-vehicular traffic and cost prohibitive to build. This current effort with CobbFendley intends to find and implement a better solution for that intersection.

HISTORY/TIMELINE:

02/07/2019 – City Council approved professional services contract with Binkley & Barfield Inc. for \$87,221.00.

01/07/2020 – City Engineer approved Amendment #1 to identify underground utilities for future relocation for \$21,122.00.

08/04/2020 – City Engineer approved Amendment #2 to design water line and drainage improvements for \$23,354.00.

02/01/2021 – City Engineer approved Amendment #3 to design reroute of fiber optics for \$6,000.00.

08/05/2021 – City Engineer put project on hold and released Binkley & Barfield due to increasing additional services requests

04/06/2022 – City Engineer determined, after reviewing and reassessing traffic counts and safety concerns, that a roundabout was not the best solution for the intersection

12/21/2022 – CobbFenley submitted a proposal for South Street and West Drive improvements with all additional services through the construction phase for \$1,137,791.30

RECOMMENDATION:

Staff recommends approval of Task Order CFA-001 (for CIP projects T.17, T.49, and T.53) for improving South Street and West Drive in the amount of \$1,137,791.30; and authorize the City Manager to execute all appropriate documentation.

PRESENTER:

Tony Bettis, PMP, CIP Program Manager

Amount requested: \$1,137,791.30
Approved in current budget (Yes / No): Yes
Expenditure (New / Amended): New
Recurring or one-time: One-Time
Fund source (Operating / Utility / etc.): CIP Traffic Improvements

Attachments

- 1. Task Order CFA-001 & Proposal

TASK ORDER FOR PROFESSIONAL SERVICES

TASK ORDER NO. CFA-001

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

T.17/T.49/T.53 Improvements to South Street and West Drive

A. PROJECT DESCRIPTION

Widening and improving of South Street, between Hwy 183 and West Drive, and of West Drive, from South Street to just north of Horseshoe Drive, including the coordination and relocation of adjacent utility systems, right-of-way improvements, documents for procuring right-of-way, and for the improvements to all related intersections, including the realignment and improvement to the intersection of South Street and West Drive.

B. SCOPE OF SERVICES

CobbFendley & Associates will provide design services as described in the attached Scope of Services.

C. DELIVERABLES

CobbFendley & Associates will provide deliverables as described in the attached Scope of Services.

D. BASIS OF COMPENSATION

The total compensation for the South Street and West Drive Improvements shall be based on a unit cost with a total fee of \$1,137,791.30. The City shall make payments to the Engineer for performing the engineering services described on a monthly billing basis in accordance with monthly statements submitted by the Engineer and approved by the City. Final payment shall be due upon completion of the services described.

E. TIME FOR COMPLETION

The Engineer will work expeditiously to complete the services described herein. Design phase services are anticipated to take approximately eighteen (18) months.

TASK ORDER FOR PROFESSIONAL SERVICES

TASK ORDER NO. CFA-001

COMPANY Inc. will begin work as soon as authorized and as services are requested. Design and construction phase services are anticipated to be completed within thirty-six (36) months after notice to proceed.

APPROVED:

ACCEPTED:

CITY OF LEANDER, TEXAS

COMPANY NAME

By _____
Richard B. Beverlin III

By 
Dan Warth, PE

Title: City Manager

Title Principal / Regional Manager

Attest _____

Attest 

Date _____

Date 1/23/2023

SCOPE OF SERVICES

September 21, 2022
November 16, 2022 - R1
December 23, 2022 – R2

Mr. Tony Bettis, PMP
CIP Project Manager
City of Leander
201 N Brushy St.
Leander, TX 78641

RE: City of Leander – South Street (T.49) and West Drive (T.53) Improvements
Preliminary, Design, Bid, and Construction Phase Engineering Services Proposal

Mr. Bettis:

Cobb, Fendley & Associates Inc. (CobbFendley) is pleased to present the following proposal to the City of Leander (City) for preliminary, design, bid, and construction phase services for the reconstruction of the existing South Steet roadway from West Drive to US 183 and West Drive from South Street to Horseshoe Bay. The project limits are shown in Exhibit A.

The project aims to widen South Street from West Drive to US 183 and West Drive from South Street to Horseshoe Bay from a two-lane undivided roadway to a three-lane undivided roadway with bicycle lanes and a center turn lane. This proposal assumes that the City will provide pertinent existing design and survey plans at the intersection of South St and West Dr.

Basic Services

The following sections detail the anticipated scope of services for this project.

PHASE I – PLANNING & DESIGN

I. Project Management

1. Project Management During Preliminary & Design Phase
 - a. Project Management. CobbFendley will prepare monthly progress reports, invoices, and billings to the City during the planning and design phase of the project. Assume 18 months for planning and design.
 - b. Progress/Coordination Meetings. Unless otherwise noted, this proposal assumes that the meetings in this section will be held virtually.
 - i. Kick Off. CobbFendley will conduct a kick off meeting with the project team. CobbFendley will prepare the agenda and record meeting minutes. CobbFendley will send the meeting minutes to the team within three (3) business days of the meeting date.
 - ii. TxDOT. CobbFendley will attend up to three (3) meetings with TxDOT, City of Leander Engineering Department, and the City of Leander Public Works Department to coordinate the utility and road tie-in at the US 183 intersection. CobbFendley will prepare the agenda and record meeting minutes.

CobbFendley will send the meeting minutes to the team within three (3) business days of the meeting date.

- iii. Leander ISD. CobbFendley will attend up to three (3) meetings with Leander Independent School District to coordinate the improvements along West Drive. CobbFendley will send the meeting minutes to the team within three (3) business days of the meeting date.
 - iv. Property Owners. CobbFendley will attend up to six (6) meetings with property owners that will be affected by the project. CobbFendley will prepare the agenda and record meeting minutes. CobbFendley will send the meeting minutes to the team within three (3) business days of the meeting date.
 - v. Monthly Coordination. CobbFendley will attend monthly coordination meetings with the City Project Manager. This proposal assumes 18 months for planning and design phase. CobbFendley will prepare the agenda and record meeting minutes. CobbFendley will send the meeting minutes to the team within three (3) business days of the meeting date.
 - vi. Preliminary Phase Review Meetings. CobbFendley will attend up to two (2) review meetings with the City. This proposal assumes that these meetings will be in person at City offices and will follow the conceptual plan submittal and the final schematic (30%) submittal. CobbFendley will prepare the agenda and record meeting minutes. CobbFendley will send the meeting minutes to the team within three (3) business days of the meeting date.
 - vii. Design Phase Review Meetings. CobbFendley will attend up to three (3) design review meetings with the City. The meetings will follow the 60%, 90%, and 100% design submittals. CobbFendley will prepare the agenda and record meeting minutes. CobbFendley will send the meeting minutes to the team within three (3) business days of the meeting date. This proposal assumes these meetings will be held in person but can also be conducted virtually if the City prefers.
 - viii. City Council. CobbFendley will attend up to one (1) City Council meeting to possibly provide a presentation or answer questions as needed.
 - ix. Internal Coordination. CobbFendley will conduct internal coordination meetings with the project team as required to advance the development of the project. This proposal assumes bi-weekly meetings for the duration of the preliminary and design phase.
- c. Project Schedule. CobbFendley will develop and maintain a critical path project schedule indicating tasks, subtasks, critical dates, milestones, and deliverables. CobbFendley will include the most current schedule to the City as part of the Progress Reports described in Item I.1.a.

II. Preliminary Phase

1. Data Collection and Design Criteria

a. Data Collection

- i. Record Collection. CobbFendley will perform record research and obtain existing information, including but not limited to: as-built plans, construction plans, Right-of-Way maps, future land use maps, traffic data, studies, etc.

- ii. Field Investigation. CobbFendley will attend a site visit with the City at the project site and adjacent surrounding area to determine field conditions. CobbFendley will collect photographic record of notable existing features that will be needed for design.

b. Design Criteria

- i. Design Analysis. CobbFendley will analyze and identify project-specific design criteria (e.g. typical sections, design speed, functional classification, geometric criteria, drainage criteria, etc.) in accordance with the latest versions of City of Leander, City of Austin, and TxDOT design standards, City of Leander's Smart Code, the most recent City of Leander Transportation Master Plan, and any other associated local/state manuals as applicable.
- ii. Brushy Street Design Elements. CobbFendley will review the existing design elements from the adjacent Brushy Street to be used as part of this project. The City will provide any as-built records and reports from the construction of Brushy Street.
- iii. Design Summary Form. CobbFendley will prepare a Design Summary Form documenting the assumptions described below:
 - The proposed roadway typical section for South Street and West drive is based upon non-residential collector cross-sectional profile from the City's Transportation Master Plan. This includes 6' sidewalks, 6' buffers, 6' bicycle lanes, 12' through lanes, and a 14' continuous left turn lane with curb and gutter. The proposed ROW width is 74'. If the ROW width needs to be reduced, it will be reduced to no less than 70' wide.
 - The design speed for the proposed roadway and associated design elements will be 30 MPH. The City will notify CobbFendley if this changes.

2. Drainage Analysis

Note: This proposal assumes that detention will not be required for the project.

- a. Hydrologic Analysis. CobbFendley will determine drainage areas draining to and impacted by the new roadway corridor and perform HEC-HMS hydrologic analysis of the 2-, 10-, 25-, and 100-year Atlas-14 rainfall events for both existing and proposed conditions. CobbFendley will analyze the existing and proposed condition hydrology to determine mitigation storage volume required. The City will provide the coefficients to be used for calculations. City of Austin Drainage Criteria and Manual will be used for all drainage analysis. Some exceptions to City of Austin Drainage Criteria apply as detailed in City of Leander Code of Ordinances Chapter 10 Article III Section 41.
- b. Drainage Report. CobbFendley will prepare a drainage report with appropriate maps and exhibits summarizing the findings of the hydrologic analysis.
- c. QA/QC. CobbFendley will conduct a quality review of the drainage report prior to submittal.

3. Preliminary Design

- a. Conceptual Design. CobbFendley will develop up to three (3) conceptual plans to choose the preferred street alignments and location of bike lanes and pedestrian crossings. The conceptual design alternatives will be at 10% design level and will only include plan view. No profile views will be included with the roll

- plots of the conceptual design. The conceptual designs will be prepared using aerial imagery and available GIS objects. This proposal assumes 22"X34" sheets at 1"=40' scale.
- b. 30% Schematic. CobbFendley will prepare one (1) final schematic of the conceptual design from Item I.3.a. chosen by the City. The final schematic will be submitted to the City as a roll plot and include a profile of both the existing and proposed roadway alignment and typical sections. Drainage structures will be included for the 30% design schematic as determined from Preliminary Phase Drainage Analysis. The 30% design schematic will be prepared using aerial imagery and available GIS objects.
 - c. Preliminary Drainage Structures. CobbFendley will size the cross-drainage structures and inlets/storm sewer system for the roadway design chosen for the 30% schematic. City of Austin Drainage Criteria and Manual will be used for all drainage analysis. Some exceptions to City of Austin Drainage Criteria apply as detailed in City of Leander Code of Ordinances Chapter 10 Article III Section 41. This proposal assumes that detention will not be required for this project.
 - d. Preliminary Phase Cost Estimate. CobbFendley will prepare a cost estimate for the 30% schematic design only. Cost estimate will not be provided for the Conceptual Design Phase.
 - e. QA/QC. CobbFendley will conduct quality reviews of each submittal item prior to the submittal of the for conceptual designs and 30% schematic roll plot.
4. Traffic Services. See attached Exhibit B for a detailed scope of services for the proposed traffic services during the preliminary phase.
 5. Utility Services. See attached Exhibit B for a detailed scope of services for the proposed utility coordination services during the preliminary phase.
 6. Surveying and ROW Mapping. See attached Exhibit B for a detailed scope of services for the proposed survey and ROW mapping services. CAD files of the survey will be included as a deliverable.
 7. Environmental Services. CobbFendley will coordinate with Blanton & Associates, Inc. (Blanton) for environmental services. See attached proposal from Blanton dated November 16, 2022 in Exhibit B.
 8. Geotechnical Engineering Services. CobbFendley will coordinate Arias Geoprosessionals (Arias) for geotechnical services. See attached proposal from Arias dated September 2, 2022 in Exhibit B.
 9. Accessibility Services. CobbFendley will coordinate with Altura Solutions, LLC (Altura) for registering the project with the Texas Department of Licensing and Registration and verification of compliance of the roadway pedestrian features with American Disabilities Act. See attached proposal from Altura dated September 14, 2022 in Exhibit B.
 10. SUE Services. See attached Exhibit B for a detailed scope of services for the proposed Subsurface Utility Engineering (SUE) services.

III. Design Phase

1. Design Phase Utility Adjustment Coordination Services. See attached Exhibit B for a detailed scope of services for the proposed utility coordination services during design phase.

2. 3D Corridor Modeling. CobbFendley will prepare a 3D corridor model for the road to be used for design. The 3D model will be used to prepare profiles, cross sections, and driveway and intersection grading. The model will be created using Civil3D corridor modeling software and will include proposed drainage structures.
3. Plan, Specifications, and Estimate (PS&E).
 - a. Plans. CobbFendley will prepare design plans based on the 30% schematic developed during the Preliminary Phase. The plans will be prepared per the current City of Leander standards and format including applicable submittal requirements. This proposal assumes that all plan sheets will be 22"X34". The following list details the different components of the plans that will be included for each submittal:
 - i. Cover and Index Sheets. CobbFendley will prepare a cover and index sheet for the 60%, 90%, and 100% design plans.
 - ii. General Notes Sheets. CobbFendley will prepare sheets containing pertinent general notes for the 60%, 90%, and 100% design plans. This proposal assumes that City of Leander general notes will be utilized for this project.
 - iii. Project Layout Sheets. CobbFendley will prepare sheets with plan views only of an overview layout of the project. The sheets will be 1"=100' scale and double-banked.
 - iv. Summary of Quantity Sheets. CobbFendley will prepare sheets containing tables with summary of quantities for the 60%, 90%, and 100% design plans. The summary sheets will include a summary of the quantities for each component of the design plans.
 - v. Typical Section Sheets. CobbFendley will prepare sheets containing existing and proposed typical sections of South Street and West Drive for the 60%, 90%, and 100% design plans.
 - vi. Traffic Control Plan Narrative Sheet. CobbFendley will prepare a sheet with a narrative of the proposed traffic control phasing during construction for the 60%, 90%, and 100% design plans. This proposal assumes three (3) construction phases.
 - vii. Traffic Control Plan Typical Sections Sheet. CobbFendley will prepare sheets containing typical sections of the traffic control plan during construction for the 60%, 90%, and 100% design plans.
 - viii. Traffic Control Plan Layout Sheets. CobbFendley will prepare traffic control plan layout sheets for the 60%, 90%, and 100% design plans. The sheets will be 1"=40' scale and double-banked. This proposal assumes 9 sheets.
 - ix. Erosion and Sedimentation Control Sheets. CobbFendley will prepare Erosion and Sedimentation Control sheets for the 60%, 90%, and 100% design plans. The sheets will be 1"=40' scale and double-banked. This proposal assumes 3 sheets.
 - x. Removal Sheets. CobbFendley will prepare sheets for the removal of existing features in the project area for the 60%, 90%, and 100% design plans. The sheets will be 1"=100' scale and double-banked. This proposal assumes 2 sheets.
 - xi. Roadway Alignment Sheets. CobbFendley will prepare sheets containing horizontal and vertical alignment data of South St for the 60%, 90%, and 100% design plans.

- xii. Roadway Plan and Profile Sheets. CobbFendley will prepare plan and profile sheets for South Street and West Drive for the 60%, 90%, and 100% design plans. The sheets will be 1"=40' (H) and 1"=10' (V) scale. No profiles will be included for any cross-street intersections. This proposal assumes 6 sheets.
- xiii. Roadway Cross Sections. CobbFendley will prepare cross-section sheets for South Street and West Drive for the 60%, 90%, and 100% design plans. The cross sections will be cut every 50'.
- xiv. Driveway Plan and Profile Sheets. CobbFendley will prepare driveway plan and profile sheets for the affected driveways on South St for the 60%, 90%, and 100% design plans. The sheets will be 1"=10' (H) and 1"=4' (V) scale. This proposal assumes 22 driveways will be affected.
- xv. Intersection Layout Sheets. CobbFendley will prepare intersection layout sheets with plan views only for the 60%, 90%, and 100% design plans. The intersections are:
 - South Street and US 183
 - South Street and Brushy Street
 - South Street and Bagdad Street
 - South Street and West Drive
 - West Drive and Municipal Drive
 - West Drive and Lion Dr

The sheets will include the grading plan for each intersection. The sheets will be 1"=20'.

- xvi. Signing and Pavement Marking Sheets. CobbFendley will prepare signing and pavement marking sheets for the 60%, 90%, and 100% design plans. The sheets will be 1"=40' and double-banked. This proposal assumes 3 sheets.
- xvii. Existing and Proposed Drainage Area Map Sheets. CobbFendley will prepare drainage area map sheets showing existing and proposed drainage areas for the 60%, 90%, and 100% design plans. The sheets will be 1"=100'.
- xviii. Drainage Computation Sheets. CobbFendley will prepare drainage computation sheets for the 60%, 90%, and 100% design plans.
- xix. Drainage Plan and Profile Sheets. CobbFendley will prepare plan and profile sheets for proposed drainage infrastructure for the 60%, 90%, and 100% design plans. The sheets will be 1"=40' (H) and 1"=4' (V). This proposal assumes 6 sheets.
- xx. Drainage Lateral Profile Sheets. CobbFendley will prepare profile sheets for the proposed storm sewer laterals for the 60%, 90%, and 100% design plans. These sheets will be 1"=40' (H) and 1"=4' (V). This proposal assumes 4 sheets.
- xxi. Drainage Detail Sheets. CobbFendley will prepare sheets containing pertinent details for the drainage plan for the 60%, 90%, and 100% design plans.
- xxii. Water Quality Pond Layout and Section Sheets. CobbFendley will prepare plan and profile/sections sheets for up to two (2) proposed water quality ponds for the 60%, 90%, and 100% design plans. This includes plan and profile sheets for the ditches from the storm sewer system to the water quality system and outfall. The sheets will be 1"=40' (H) and 1"=10' (V) scale.

- xxiii. Water Quality Pond Computation Sheets. CobbFendley will prepare water quality pond computation sheets for the 60%, 90%, and 100% design plans.
 - xxiv. Water Quality Pond Detail Sheets. CobbFendley will prepare sheets containing pertinent details for the water quality pond for the 60%, 90%, and 100% design plans.
 - xxv. Water Line Plan and Profile Sheets. CobbFendley will prepare plan and profile sheets for 750 linear feet of proposed 8" waterline section on South Street from West Drive to just east of Brushy St. Additionally, a copper service connection crossing Brushy Street that needs to be replaced will be included in the plans. The sheets will only include a profile for the proposed 8" pipe section on South Street; the proposed copper service connection will not be profiled and will only be shown in plan view. The City will confirm the location and extent of the proposed water lines after the 30% schematic submittal and prior to the 60% submittal. The sheets will be 1"=40' (H) and 1"=4' (V) scale.
 - xxvi. Illumination Layouts. CobbFendley will prepare illumination plans for South Street and West Drive. See attached Exhibit B for a detailed scope of services for the proposed illumination services during the design phase included in the traffic proposal.
 - xxvii. Traffic Signal Layouts. CobbFendley will prepare traffic signal plans for South Street and West Drive. See attached Exhibit B for a detailed scope of services for the proposed signal design services during the design phase included in the traffic proposal. Note that this scope will only be utilized if the signal warrant analysis performed in the intersection deems that a signal is necessary (See Item II.4.).
 - xxviii. Pedestrian Hybrid Beacon Layouts. CobbFendley will prepare pedestrian hybrid beacon (HAWK beacon) plans for a mid-block crossing near West Drive and Municipal Drive. See attached Exhibit B for a detailed scope of services for the proposed pedestrian hybrid beacon services during the design phase included in the traffic proposal.
 - xxix. Standard Detail Sheets. CobbFendley will prepare sheets containing pertinent standard details for all components of the design for the 60%, 90%, and 100% design plans. City of Leander, City of Austin, and TxDOT standard details will be used for this project. Any standard details from other jurisdictions will have to be approved by the City.
- b. Specifications and Project Manual. CobbFendley will prepare a project manual including the following: front-end documents, technical specifications, special provisions, and special specifications. The City will provide the bidders request and bidders instructions. CobbFendley will provide the Bid Form and Bid Form Instructions. The 60% submittal will include standard technical specifications table of contents, special provisions, and special specifications only. CobbFendley will provide one (1) printed copy of the Project Manual for the 90% and 100% submittals only.
 - c. Quantity Take-off and Estimate. CobbFendley will prepare a quantity take-off and cost estimate for the 60%, 90%, and 100% submittals. CobbFendley will utilize historical bid prices including recent running average bid prices from the City of Leander, City of Austin, and TxDOT.
 - d. QA/QC. CobbFendley will conduct quality reviews of each submittal item prior to the 60%, 90%, and 100% submittals.
 - e. Submittal Packages. CobbFendley will prepare and submit plans (22"x34"), specifications, and cost estimates for the 60%, 90%, and 100% submittals. CobbFendley will provide electronic copies of the plans, project manual, and cost estimate in PDF format. Two (2) hard copies of each submittal item will

be included as part of each submittal. For each submittal, CobbFendley will prepare a "Comment Response" document which contains a response to each comment from the previous submittal. CobbFendley will use the City's CIP Planning & Engineering Application and Checklist (provided by the City) to ensure that all necessary items are included with each submittal.

4. Contributing Zone Plan Application

- a. CZP Application. CobbFendley will prepare and submit a CZP application to the Texas Commission on Environmental Quality (TCEQ). The CZP application will be submitted to the TCEQ at the same time as the 90% submittal.
- b. CZP Application Coordination. CobbFendley will coordinate with the TCEQ for approval of the application.

PHASE II – BID AND CONSTRUCTION ADMINISTRATION

IV. Bid and Construction Administration

1. Bid Phase Services

- a. Project Management during Bid Phase. CobbFendley will prepare invoices and billings to the City during the bid phase of the project. Assume 4 months for bid phase.
- b. Advertisement. The City will prepare the advertisement, coordinate with the newspaper(s) and other media, and pay any applicable fees associated. CobbFendley will assist with providing the project scope language for use in the advertisement and other plan documentation as needed.
- c. Pre-Bid Conference. CobbFendley will assist the City in conducting a pre-bid conference with the City and interested bidders. CobbFendley will prepare and submit meeting minutes within three (3) business days of the meeting date.
- d. Addenda. CobbFendley will prepare addenda resulting from clarifications to questions from interested bidders. This proposal assumes up to four (4) addenda. The City will distribute all addenda.
- e. Bid Opening and Letter of Recommendation. CobbFendley will attend the bid opening, prepare bid tabulation sheets, evaluate the bid tabs from bidders, and assist the City in reviewing references. CobbFendley will prepare a Letter of Recommendation to the City within three (3) business days of receiving all bid tabs.

This proposal assumes that a bidding assistance center will be used for the bid phase and the City will be responsible for uploading plans, project manual, addenda, and other bid documents to the bidding assistance center. CobbFendley will not be responsible for plan distribution.

2. Construction Administration Services

- a. Project Management During Construction Administration Phase. CobbFendley will prepare invoices and billings to the City during the bid phase of the project. Assume 18 months for construction phase.

- b. **Conformed Documents.** Upon completion of the bid process and execution of the contract, CobbFendley will prepare a set of conformed documents integrating any changes made by addenda during the bid process and inserting the bid documents. CobbFendley will provide both hard copies (one copy of each document) and electric copies of the conformed documents to the City.
- c. **Contract Documents.** CobbFendley will assist the City in the preparation of formal contract documents.
- d. **Pre-Construction Conference.** CobbFendley will participate in a pre-construction conference at the project site prior to commencement of the work. CobbFendley will prepare and submit meeting minutes within three (3) business days of the meeting date.
- e. **Contractor Schedules.** CobbFendley will assist the City in receiving, reviewing, and determining the acceptability of any and all schedules that the contractor is required to submit to CobbFendley. This includes Progress Schedules, Schedule of Submittals, and Schedule of Values.
- f. **Site Visits.** CobbFendley will attend monthly construction/progress meetings on site to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the Contract Documents and matches regular payment requests. In performing these services, CobbFendley shall not responsible for the performance of the contractor, nor be responsible for the actual supervision of construction operations. CobbFendley will prepare and submit a construction site observation report to the City within three (3) business days of each site visit. This proposal assumes 18 site visits.
- g. **Change Orders.** CobbFendley will assist the City in reviewing change order documentation provided by the contractor and provide feedback based on conformance with plans and specifications. This proposal assumes five (5) change orders.
- h. **Requests for Information (RFIs).** CobbFendley will will respond to Contractor requests for information. CobbFendley will issue drawing revisions as required. Drawing revisions resulting from change of scope of project will be prepared as an additional service. This proposal assumes 18 RFIs
- i. **Contractor Submittals.** CobbFendley will review contractor submittals. This proposal assumes that the contractor's submittals will be in accordance with the contract documents, and that the contract documents will include the provision that submittals will only be reviewed twice. Subsequent reviews will be conducted at the expense of the Contractor. This proposal assumes 50 contractor submittals. CobbFendley will maintain the submittal log.
- j. **Pay Applications.** CobbFendley will assist the City in obtaining and reviewing monthly and final estimates for payments to contractors and furnish to the City any recommended payments to contractors and suppliers based on input from City's construction inspector. This proposal assumes 18 pay applications.
- k. **Final Walkthroughs.** CobbFendley will conduct, in company with the City, a substantial completion inspection and a final inspection of the Project for compliance with the Contract Documents, and submit recommendations concerning project status, as it may affect the City's final payment to the contractors. CobbFendley will review the final punch list prepared by the City inspector.
- l. **Close Out.** CobbFendley will assist the City with all project closeout documentation including the Engineer's Concurrence Letter, a warranty walk, and a Lessons Learned meeting.

- m. Record Drawings. CobbFendley will prepare record drawings based on contractor and/or City redlines as verified by the City inspector and deliver .dwg and .pdf documents to the City.
- n. Progress Meetings. CobbFendley will attend status meetings with the City and the contractor for the duration of the construction. This proposal assumes 22 progress meetings.

REIMBURSABLES / REPRODUCTIONS

Reproduction of documents, shipping and mailing expenses, travel expenses such as mileage for automobile travel, and any other disbursements, application fees, etc., made on behalf of the Client, shall be invoiced as reimbursed as described in the Professional Services Agreement. All reimbursable costs will require documentation, invoices, or receipts.

Additional Services

Additional Services to be performed, if authorized in writing by the City, but which are not included in the scope of services described in the previous sections, and once a mutually agreed upon fee is negotiated are as follows.

1. Overhead to Underground Duct Bank Relocation. CobbFendley will prepare plan and profile sheets at 60%, 90%, and 100% design levels for the proposed underground duct structures to facilitate the removal of all overhead utilities from the east side of West Drive to the west side of US 183 along South Street and from South Street to approximately 440 feet north of Horseshoe Drive along West Drive. Removals will be completed along the north/south and east/west borders of the project up to the project limits. The City will confirm the location and extent of the proposed removals after the 30% schematic submittal and prior to the 60% submittal. The sheets will be 1"=40' (H) and 1"=4' (V) scale. Duct to the new and existing services will not be provided. This proposal assumes 11 sheets.

Exclusions

The services listed below are not included in this proposal. Should the City decide to include these services to the scope of this project, additional fee negotiation between the City and CobbFendley will be needed.

- No ROW or Easement Acquisition Services
- Overhead Utilities to Underground conversion
- PEC and Telecommunication Cable/Wiring Design
- Utility Related Permitting
- Retaining Wall Design
- Detention Pond Design
- TxDOT Environmental Review
- Section 404 Permitting and USACE & USFWS coordination

The following table is a summary of the fee breakdown for CobbFendley and its subconsultants.

Cobb, Fendley & Associates, Inc.	
Municipal	\$ 514,695.05
Utility Coordination	\$ 99,105.00
Traffic Study, Signal and Illumination Design	\$ 187,273.25
Design / Topographical Survey Services	\$ 39,755.00
Boundary Survey Services	\$ 38,146.00
Easement / Title Reports	\$ 49,576.00
Subsurface Utility Engineering	\$ 77,893.00
Utility Design (Duct Bank)	\$ 87,628.00
Geotechnical Services (Arias)	\$ 24,000.00
TDLR Coordination (Altura)	\$ 6,150.00
Environmental Coordination (Blanton)	\$ 13,570.00
Total (Including Additional Services)	\$ 1,137,791.30

We propose to perform the services listed in the Planning and Design, Bid and Construction Phases for a Time and Materials Not-to-Exceed fee of \$1,137,791.30. Below is a summary table of the total fees proposed to complete the services detailed in the scope above. The full breakdown of the proposed fee is in the attached Exhibit C.

Task	Total Fee
Total Preliminary and Design Phase Services	\$ 950,110.00
Total Bid Services	\$ 6,234.00
Total Construction Services	\$ 83,784.00
Total Expenses	\$ 10,035.30
Total (Preliminary, Design, Bid, Construction)	\$ 1,050,163.30
Total Additional Services (Labor and Expenses)	\$ 87,628.00
Total Basic and Additional Services	\$ 1,137,791.30

Please contact me or Julie Hastings with comments and/or questions at 512-834-9798.

Sincerely,



Dan Warth, PE
Principal | Regional Manager

cc: Julie Hastings, PE, Principal | Project Manager

EXHIBIT A

Project Location

Exhibit A - Project Location

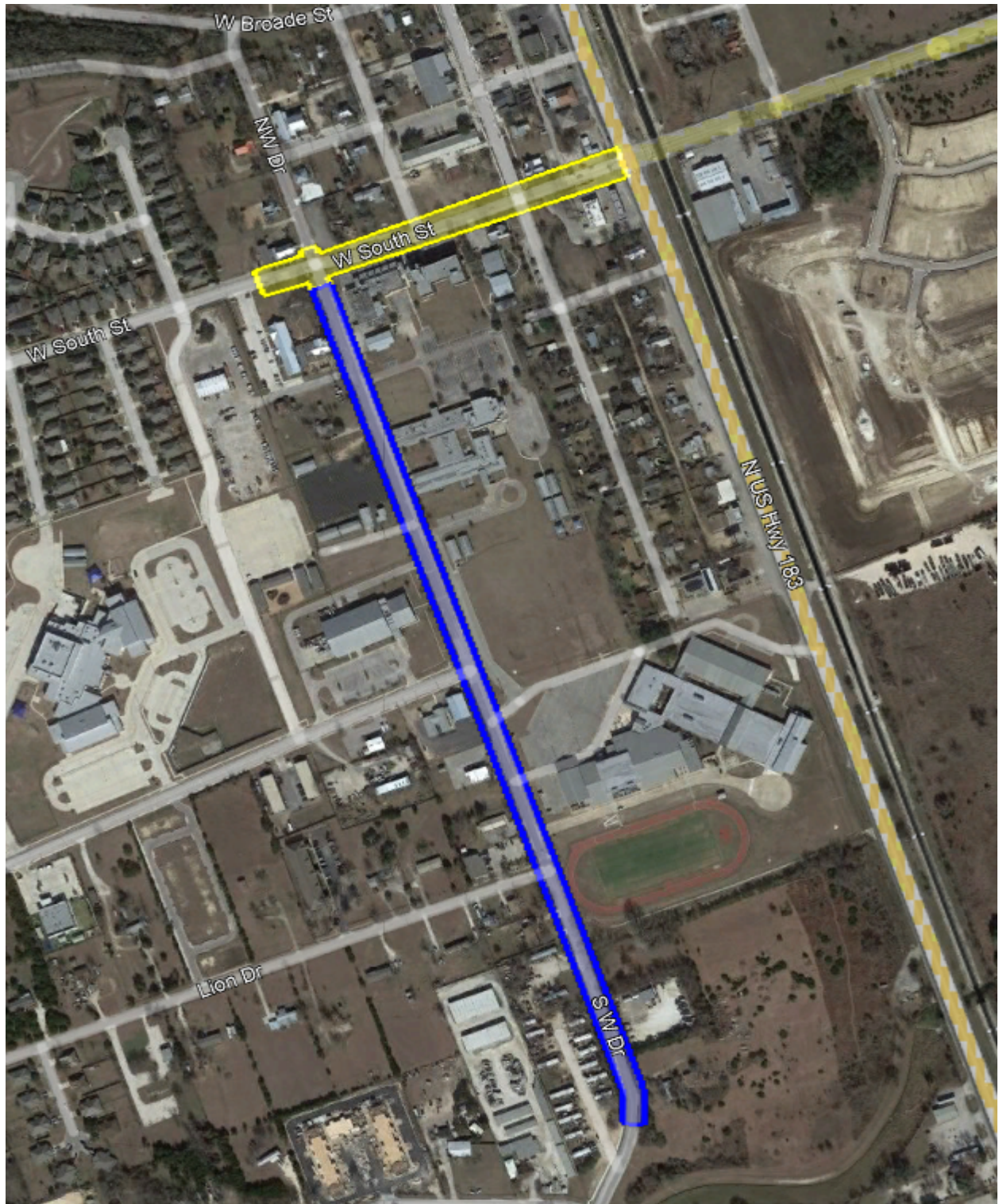


EXHIBIT B
**Proposals – Survey, SUE, Utility Coordination and Design, Traffic,
Environmental, Geotech, & Accessibility Services**

December 23, 2022
Rev 2

South Street Improvements – Topographic and Right-of-Way Survey – City of Leander

PROJECT DESCRIPTION

The project is described as a proposed Topographic and Right-of-Way / Boundary Survey associated with South Street between South West Drive and US 183, and South West Drive from South Street to Horseshoe Drive in the City of Leander, Williamson County Texas. Project limits are within the right-of-way and approximately 10 parcels of land immediately adjacent to the area shown on Exhibit “A” below.

SCOPE OF SERVICES

ROW AND BOUNDARY SURVEY

- CFA will research property ownership and ROW Information along South Street, US 183, South West Drive, adjoining rights-of-way and private/public properties affected by the proposed alignment (See Exhibit “B” below) (Wilco Tax Map)
- Abstracting and deed research will be performed to obtain any additional subdivision plats and adjoiner information pertinent to the subject rights-of-way.
- CFA will utilize the services of an independent Title Company Service to prepare a Title Report for each property affected by the proposed ROW takes. (Estimated 19 Reports)
- CFA will research Williamson County public records, Williamson Tax Appraisal District and the Texas Department of Transportation to acquire recorded information for the subject tract, adjoining parcels and ROW’s.
- A field survey will be performed in accordance with and meeting the requirements of the **Texas Society of Professional Surveyors (TSPS), Manual of Practice for Requirements for Category 1A - Condition 2 (Urban) – Land Title Survey** and the minimum survey standards promoted by the Texas Board of Professional Engineers and Land Surveyors.
- CFA will create a Deed / Abstract Map based on records collected, of the parcels and the adjoining tracts.
- Based on the Deed Map created, CFA will mobilize a field survey crew to the site and locate property corners necessary to establish the boundary of the parcels within the project limits and stated ROW’s. Once the limits of each property are established, the CFA RPLS Lead will meet with the City’s Engineer to verify the limits required by parcel take.
- Based on the field survey and data collected, CFA will create a survey sketch and metes and bounds description of each of the estimated ten (19) parcel takes requested.
- Each property description and sketch will be signed and sealed by a Texas Registered Professional Land Surveyor.
- The following surveyor’s certificate will be used on the survey drawing:
- *THIS IS TO CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND [FILL IN DATES OF ALL FIELD WORK], BY ME OR UNDER MY SUPERVISION, THAT THIS SURVEY PLAT REPRESENTS THE FACTS FOUND AT THE TIME OF THE SURVEY, AND THAT THIS SURVEY SUBSTANTIALLY COMPLIES WITH*

THE CURRENT TEXAS SOCIETY OF PROFESSIONAL LAND SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1B, STANDARD LAND SURVEY.

- CFA will monument the limits of each parcel created, as required by Texas Board of Professional Engineers and Land Surveyors minimum requirement for Boundary Surveying.
- CFA will provide all deliverables in AutoCAD Civil 3D 2018 digital format, unless requested at beginning of the project to be another format
- This includes 1 revision to the description and sketch. If any additional revisions are needed to do changes in the alignment or other reason per client request will be handled on a Time and Materials Basis or separate Scope and Fee.

SURVEY – CONTROL

- CFA will utilize the VRS system and GPS equipment to establish horizontal and vertical survey control for the project site. Survey Control will be based on the Texas State Plane Coordinate System, Central Zone, NAD 83 (2011), NAVD 88, Grid Coordinates
- CFA will establish up to four (4) survey control points along the proposed alignment, for construction purposes.
- The Horizontal and Vertical Control established for this project, will be tied to any local survey control that may exist on-site and be provided by client.

TSPS CATEGORY 6, CONDITION 2 (Urban), TOPOGRAPHIC SURVEY

- A field survey will be performed meeting the requirements of a **Texas Society of Professional Surveyors (TSPS), Manual of Practice for Requirements for Category 6, Condition 2 (Urban) – Topographic Survey** and the minimum survey standards promoted by the Texas Board of Professional Engineers and Land Surveyors.
- It is anticipated data will be collected within the limits of the area shown on attached Exhibit “A” and described as along South Street between 150 feet east of West Street (*the expectation is Binkley-Barfield will provide topographic survey used for the intersection*) east to the back of curb along US 183, and South West Drive between 150 feet south of South Street to Horseshoe Drive, width of this survey will include 25 feet outside of existing ROW. Any additional data required for Cross Streets, will be surveyed on a Time and Materials fee based on the Cobb Fendley Rate Sheet.
- A topographic survey will be performed which will include, but not be limited to: 1-foot contours, data will be collected on a 50’ grid with natural ground, grade breaks, edge of concrete structures, overhead power, telephone or signal lines, buried cable markers or signs, above ground visible evidence of underground lines, power poles, guy anchors, and other important features / grade break points.
- CFA will identify all visible and apparent improvements and above grade utilities within the project area.
- CFA will collect shots at top of nut of water and gas valves.
- CFA will collect flow line elevation data for all storm and sanitary manholes, drop inlets, and curb inlet lengths and flow lines, for all structures within the project area or associated with storm and sanitary lines crossing the project area. Manhole rim and invert elevations tied to existing control points and city bench marks (if any) will be collected and include pipe sizes and direction of flow.

- CFA will locate a maximum of five (5) Geotech bore locations.
- Identify trees within ROW with 8" or greater caliper, measured at 48" above grade.
- A survey drawing in AutoCAD format, will be prepared depicting the data collected at time of survey.
- The drawing will be prepared using AutoCAD and delivered in hard copy, .dwg, and "pdf" electronic format.

EXCLUSIONS FROM THE SCOPE OF SERVICES

Specific items excluded from this proposal are as follows, and CobbFendley shall have no responsibility to perform any of these services.

- Per the Scope Provided the City of Leander will provide Right-of-Entry for the 19 parcels needs for acquisition and proposed ROW takes.
- Utility Coordination Services (UC) and Subsurface Utility Engineering (SUE) services will be provided by others. Survey fees for this portion of the project will be included in those separate Scope/Fees.
- Surveyor will not provide opinions as to adequacy, on legal or title issues.
- The survey will not address compliance or assessment of existing utilities, wetland determinations, fault lines and/or environmental assessments that are beyond the surveyor's expertise.
- The survey will not include any references to lease agreements, oil, gas and other mineral rights or matter that are strictly contractual and items which cannot be located upon the subject tract by physical description. Those matters are given constructive notice in a title commitment and must otherwise be addressed by the parties involved and/or addressed by legal counsel.
- Flood elevation certificates.
- Excavation of utilities.
- "Standard traffic control" is performed by CobbFendley and is included in our standard rates. "Standard traffic control" can be described as short-term lane closure necessary for manhole entry or access to utility features located in the roadway. Should 'non-standard' traffic control be required (lane closures, police officer present, arrow board, etc..) these services will be considered extra.
- Subdivision platting.
- Any other services not specifically included within the description of the Scope of Services as described above.

BASIS OF COMPENSATION

We propose to perform the described Basic Services for the following fee:

ROW SURVEY.....	\$38,146.00
EASEMENT (Assume 19 descriptions at \$2109 per).....	\$40,076.00
TITLE REPORTS (19 PARCELS) (\$500/PARCEL).....	\$ 9,500.00
<u>SURVEY CONTROL AND DESIGN/TOPOGRAPHIC SURVEY</u>	<u>\$39,755.00</u>
TOTAL	\$ 127,477.00

EXHIBIT “B” – WILCO TAX MAP



PROJECT ESTIMATE WORKSHEET										
Project Name:		South Street / West Drive Design/ROW								
Client :		City of Leander								
County :		Williamson								
State :		Texas								
Proposal Date :		#####								
		Quantity	Travel	2 Person Field Crew	RPLS	Senior Technician II	Technician III	Administrative / Research TC		
Task				\$156.00	\$184.00	\$179.00	\$108.00	\$113.00		
				Field	Office	Office	Office	Office		Totals
ROW - Boundary - Estimated 19 Parcel Descriptions										
1	ROE									
2	Title Commitments	19						84.1		\$ 9,500.00
3	Research					16.0	8.0			\$ 3,728.00
4	Abstract Map					16.0	16.0			\$ 4,592.00
5	Boundary Survey			80.0	16.0	16.0	36.0			\$ 22,176.00
6	Boundary Analysis				9.0	8.0				\$ 3,088.00
7	Set Monuments			20.0	2.0	6.0				\$ 4,562.00
8	Parcel Sketch 8 hrs/Parcel				12.0	40.0	105.0			\$ 20,708.00
9	Parcel Description 4 hrs/Desc				12.0	35.0	29.0			\$ 11,605.00
10	QA/QC				12.0	25.0	10.0			\$ 7,763.00
Primary Field Work										\$ -
1	Establish Project Control			10.0		2.0				\$ 1,918.00
2	Survey Limits of Design 860 / NO Cross Streets			80.0	2.0	16.0	70.0			\$ 23,272.00
3	CF SUE Service / N/A									\$ -
4	Bore Hole Locates (5 boreholes)			2.0			1.0			\$ 420.00
5	Manhole Inverts WW/Storm			20.0	1.0		16.0			\$ 5,032.00
6	Tree Survey			16.0	2.0		10.0			\$ 3,944.00
									0.0	\$ -
Office Work										\$ -
	Prepare Deliverables					12.0	12.0			\$ 3,444.00
	QA/QC Site Walk						8.0			\$ 864.00
	Revisions from QA/QC					3.0	3.0		6.0	\$ 861.00
				228	68	195	324	84	0	\$ 127,477.00
				\$ 35,568.00	\$ 12,512.00	\$ 34,905.00	\$ 34,992.00	\$ 9,500.00	\$ -	
TOTAL OFFICE				\$ 91,909.00						
TOTAL FIELD				\$ 35,568.00					Contingency 10%	\$ 12,747.70
LABOR TOTAL				\$ 127,477.00						
ROE CERTIFIED MAIL @ \$10.00 (10 parcels)										
									Adjusted Total	\$ 140,224.70
MILEAGE 100 Miles / Day @ 0.58			0							
Right of entry documents at \$200.00 per parcel 10 parcels)										
PER DIEM @ \$51.00				\$ -						
LODGING @ \$91.00				\$ -						
TOTAL				\$ 127,477.00						

SCOPE OF SERVICES

South Street & West Drive Road Widening

Subsurface Utility Engineering (SUE) Services

Cobb, Fendley & Associates, Inc. (CobbFendley) is pleased to provide this scope and fee estimate for the Subsurface Utility Engineering (SUE) services. Scope of Services and Basis of Compensation are outlined below.

SCOPE OF SERVICES:

Task A. Subsurface Utility Engineering

The purpose of this SUE investigation is to assist in determining the presence and location of subsurface utilities. The scope limits are approximately 3,900 linear feet of public roadway right-of-way, along South Street from US 183 to West Drive and along West Drive from South Street to approximately 750 linear feet south of Lion Drive, in Leander, Texas, highlighted in blue on the attached plan exhibit, and include the only the public roadway rights-of-way, where shown.

When performing this type of work, CobbFendley typically follows ASCE 38-02 "The Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data"- see below.

Utility Quality Levels are defined in cumulative order (least to greatest):

- Quality Level D - Existing Records: Utilities are plotted from review of available existing records
- Quality Level C - Surface Visible Feature Survey: Quality Level "D" information from existing records is correlated with surveyed surface-visible features.
- Quality Level B - Designate: Two-dimensional horizontal mapping. This information is obtained through the application and interpretation of appropriate non-destructive surface geophysical methods. Utility indications may be referenced to established survey control. Additional description of services, methodology and equipment is below.
- Quality Level A - Locate (Test Hole): Three-dimensional mapping and other characterization data. This information is obtained through exposing utility facilities through test holes and measuring and recording (to appropriate survey control) utility/environment data

It is anticipated that for this project, CobbFendley will provide Quality Level C, D and A SUE information, with an option to provide Quality Level B SUE, upon request. SUE investigations are conducted for engineering design purposes and are not to be used for construction clearing purposes.

A1. SUE Quality Level C/D:

1. Contact local municipalities, counties, utilities, pipeline operators, Texas Railroad Commission, to request available maps/records/as-builts and information.
2. CobbFendley will perform Record Research to obtain utility information for site and adjacent streets that may contain utilities leading onto the site. This will assist

CobbFendley in identifying and locating utility surface features in the field.

3. CobbFendley will perform survey of utility surface features. CADD to draft the surveyed information and utility record information onto a project base map will also be provided by CobbFendley.
4. Prepare a Quality Level C/D SUE Plan and provide in CAD and PDF formats as a deliverable.

A2. SUE Quality Level B

Coordinate with Client to determine a work plan, schedule and permission to work on site. Client to provide any necessary Right of Entry.

1. Designate utilities within SUE project limits. Designate means to record and mark the horizontal location of the existing tone-able utility crossings (water, storm and sanitary sewer excluded -see above) using non-destructive surface geophysical techniques. Tone-able utilities are typically utilities that are conductive or internally accessible with a traceable fish tape or sonde. Water and communication vaults can be investigated from above ground. CobbFendley does not typically enter buried power vaults or manholes. Ground Penetrating Radar (GPR) will be used to investigate non-conductive lines where site conditions are suitable. Irrigation lines and utility service lines are excluded from this scope. Non-conductive gravity sanitary sewer mains and storm sewer mains will be mapped to QL-C standards, where manhole invert and pipe size data can be surveyed, allowing pipe alignments, sizes and depths to be calculated.
2. A non-water base paint, utilizing the APWA color code scheme, will be used on all surface markings of underground utilities.
3. Designated utilities will be surveyed by CobbFendley and referenced to project control datum. Client will provide survey control, combination scale factors and a project basemap in AutoCAD/MicroStation format. Cost of establishing additional survey control is not included.
4. Use survey data to draft a color-coded composite utility facility plan showing utility type, quality levels, line sizes. It is understood by both CobbFendley and Client that the line sizes of designated utility facilities detailed on the deliverable are from the best available records and that an actual line size is normally determined from a test hole vacuum excavation. This information will typically be provided in AutoCAD/MicroStation format.
5. Clearly identify SUE Quality Levels in the file. All utilities that were discovered from prior record research but cannot be depicted in Quality Level B standards will be shown as Level C or D where appropriate. These utilities will have a unique line style and symbology in the deliverable.
6. Prepare a Quality Level B SUE Plan and provide in CAD and PDF formats as a deliverable.
7. Lane/shoulder closures are expected to be necessary for some for manhole entry, Ground Penetrating Radar (GPR) work, and/or access to utility features located within the roadway.

A3. SUE Quality Level A - Up To Twelve (12) Test Holes:

Areas where the SUE Quality Level C/D or B investigation above shows the proposed alignment in conflict with an existing line are ideal sites for a Quality Level A investigation. Without performing the prior Level B work, it is difficult to determine the location and number of Level A test holes that will be required. Once the Quality Level C/D and/or Quality Level B investigation is complete, CobbFendley will assist Client in choosing utility test hole locations. SUE Quality Level A test holes will be performed as follows:

1. Coordinate with Client to schedule work.
2. Comply with regulations, and/or policies for the prevention of underground utility damage (i.e., one-call system).
3. Coordinate with utility company inspectors, as requested.
4. Client will provide right of entry if required. These items are not currently anticipated to be part of the CobbFendley scope.
5. If test hole is in pavement, neatly cut and remove existing paving. The pavement area removed shall not exceed approximately one square ft unless unusual circumstances exist.
6. Expose utilities using non-destructive air or hydro vacuum excavation. CobbFendley does not take ownership of excavated material. CobbFendley does not take responsibility for, or transport contaminated material should it be discovered.
7. Measure and record the depth of the utility at critical locations, record utility size, utility material, utility condition and type of soil around the utility as well as pavement type and thickness.
8. Backfill the test hole with excavated material, compact in lifts and patch pavement. Specialized backfill and special surface restoration, if required by the city inspector, are not included in this fee estimate.
9. Survey of test holes to tie utility to project survey control datum will be provided by CobbFendley. Client will provide survey control and a project basemap in AutoCAD/MicroStation format.
10. Compile information on a test hole data sheet. The elevation of the natural ground, depth of the utility, line size, line material, condition of the line, type of soil around the line, paving type and paving thickness are shown. Horizontal coordinates of the utility are also provided.
11. Traffic control and associated City ROW permits are anticipated to be required. An engineered Traffic Control Plan for lane and or shoulder closures is not expected to be required for this work and is not included in this fee proposal, if required by the jurisdiction.

SUE Limitations

Above ground geophysical techniques cannot guarantee to find all buried utility lines. This is

particularly true with when GPR is being used in unfavorable conditions. Soil conditions in Central TX are not conducive to GPR use (the USDA Natural Resource Conservation Service maps show the suitability of soil for GPR use as low) As a result its effectiveness in finding buried utilities is limited

CobbFendley will perform subsurface utility engineering in accordance with ASCE 38/02 Standard Guidelines for the Collection and Depiction of Subsurface Utility Data. Cobb, Fendley and Associates, Inc. will exercise all reasonable and customary care in the performance of SUE and Survey services, realizing efficient design and ultimately the safety of all personnel is a prime consideration in the detection and mapping of subsurface utility features which may be in with conflict proposed boring or trenching. However, a possibility exists that some utilities may not be detected and/or mapped using standard SUE procedures previously described. While uncommon, utilities possessing characteristics mentioned below can be missed while using the standard SUE procedures:

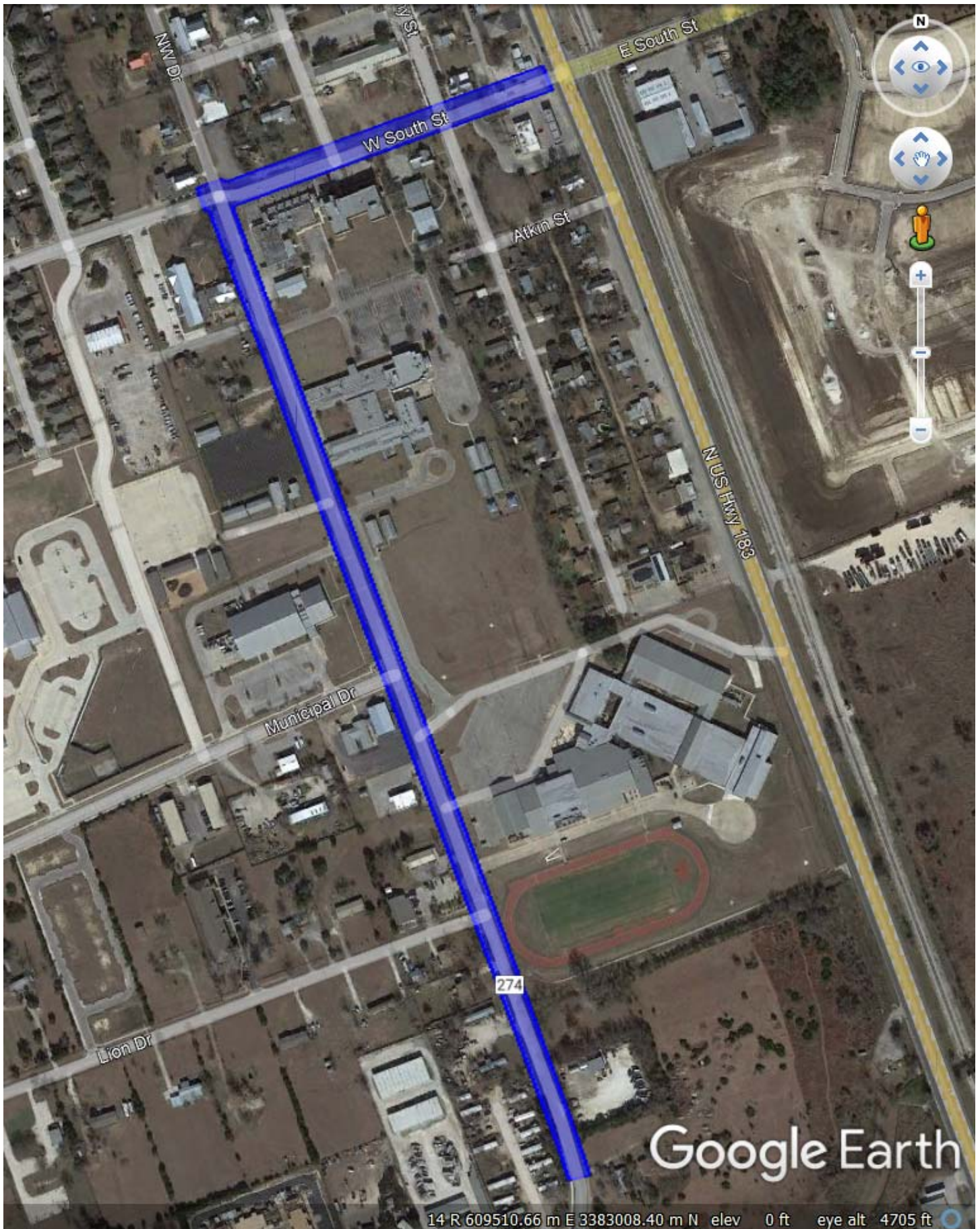
1. Utilities buried excessively deep, beyond detection limits of standard locating equipment.
2. Abandoned utilities
3. Utilities with no apparent surface features and no records available
4. Nonconductive utilities.
5. Utilities buried in soil unsuitable for GPR detection

Contractor shall call One Call before excavating as required by Texas Law.

Assumptions:

- Potential underground utilities present:
 - Telecoms (Various)
 - Electric (Distribution)
 - Gas
 - Water/Wastewater
 - Storm Sewer
 - Traffic Signal
 - Illumination
- Assuming up to six (6) of the twelve (12) test holes will be within existing pavement, requiring cutting/repair.
- Assuming up to six (6) of the twelve (12) test holes will require traffic control.
- CF Topo Survey, scoped under separate proposal, to be used for SUE surface feature survey, so no additional survey has been included in this fee proposal for Quality Level C/D scope.
- Successful test holes cannot be guaranteed when utility is not detectable using geophysical methods or ground conditions do not allow for non-invasive air and low-pressure water excavation.

SUE Proposal Exhibit



Cobb Fendley & Associates, Inc.**South Street & West Drive Road Widening**

September 15, 2022

Task A. Subsurface Utility Engineering

A1. Quality Level D/C	Rate	Unit	Quantity	Sub-Total
SUE Manager/PE	\$292.00	Hour	2	\$584.00
SUE Snr Project Manager	\$254.00	Hour	4	\$1,016.00
Eng Associate (Snr Utility Specialist)	\$135.00	Hour	4	\$540.00
SIT/CADD	\$135.00	Hour	16	\$2,160.00
1-Man Designating Crew w/ Equip.	\$150.00	Hour	16	\$2,400.00
			Subtotal	\$6,700.00

A2. Quality Level B	Rate	Unit	Quantity	Sub-Total
SUE Manager/PE	\$292.00	Hour	2	\$584.00
SUE Snr Project Manager	\$254.00	Hour	8	\$2,032.00
Eng Associate (Snr Utility Specialist)	\$135.00	Hour	6	\$810.00
SIT/CADD	\$135.00	Hour	20	\$2,700.00
1-Man Designating Crew w/ Equip.	\$150.00	Hour	80	\$12,000.00
Ground Penetrating Radar w/Tech	\$281.00	Hour	4	\$1,124.00
3-Man Survey Crew	\$184.00	Hour	24	\$4,416.00
Survey Tech	\$135.00	Hour	16	\$2,160.00
Managing RPLS	\$227.00	Hour	2	\$454.00
Traffic Control (Estimate)	\$1,400.00	Day	1	\$1,400.00
			Subtotal	\$27,680.00

A3. Quality Level A (Up to 12 Test Holes)	Rate	Unit	Quantity	Sub-Total
SUE Manager/PE	\$292.00	Hour	2	\$584.00
SUE Snr Project Manager	\$254.00	Hour	10	\$2,540.00
Eng Associate (Snr Utility Specialist)	\$135.00	Hour	6	\$810.00
SIT/CADD	\$135.00	Hour	15	\$2,025.00
1-Man Designating Crew w/ Equip.	\$150.00	Hour	30	\$4,500.00
3-Man Survey Crew	\$184.00	Hour	15	\$2,760.00
Survey Tech	\$135.00	Hour	8	\$1,080.00
Managing RPLS	\$227.00	Hour	2	\$454.00
Vacuum Excavation Truck w/ 2 Techs	\$341.00	Hour	60	\$20,460.00
ROW Permitting	\$500.00	Lump Sum	1	\$500.00
Pavement Cut/Repair	\$600.00	per hole	6	\$3,600.00
Traffic Control (Estimate)	\$1,400.00	Day	3	\$4,200.00
			Subtotal	\$43,513.00

Total (A1 & A3)	\$50,213.00
Total (A2)	\$27,680.00
Total	\$77,893.00

SCOPE OF SERVICES
CITY OF LEANDER
SOUTH STREET
UTILITY COORDINATION & ENGINEERING SERVICES

The specific tasks to be performed by CobbFendley in conjunction with this project are limited to the following:

1.0 Utility Coordination

CobbFendley shall perform utility coordination activities, with involved utility owners and their consultants, on behalf of the City of Leander and as approved by the City of Leander, to achieve timely project notifications, formal coordination meetings, conflict analysis and resolution.

Services to be provided include utility adjustment coordination with individual utility companies, communication and coordination with utilities as authorized. All utility coordination activities will be in accordance with City of Leander Guidelines, TxDOT ROW Utility Manual, the Utility Accommodation Rules "UAR", or as directed by the City. CobbFendley shall coordinate all activities with the City to facilitate the orderly progress and timely completion of the utility coordination.

1.1 Utility Adjustment Coordination Services

1. **Utility Contact List Verification:** CobbFendley shall create and maintain an updated utility contact list throughout the project. The updated utility list shall be used to verify what information is received from the utilities to confirm whether or not they are in conflict with the proposed construction. Using the existing site topographic survey and the Texas-811 and the Texas Railroad Commission Pipeline databases, these private utilities currently include, but are not limited to:
 - Spectrum (formerly Charter Communications)
 - Atmos Mid-Texas (Natural Gas)
 - Suddenlink Communications East Texas
 - Grande Communications
 - Pedernales Electric Cooperative Inc. (PEC)
 - AT&T
 - City of Leander Water
 - City of Leander Waste Water

CobbFendley has also identified MCI and Quanta Telecom Services, as anticipated utilities along the project corridor. These utilities will be verified upon record research and further utility investigation.

2. **Utility Notification.** CobbFendley shall coordinate all activities with the City of Leander, to facilitate the orderly progress and timely completion of the project design phase. Any utilities that are found in possible conflict will be notified in writing of the project and quality level QL-D as-built records and maps requested. This information shall be added to the utility contact list and layout drawings. CobbFendley shall provide written notification letters and associated roadway plans in PDF and CAD file formats to all known utility owners for review. CobbFendley shall coordinate all activities and provide copies of meeting minutes, correspondence and other documentation of work-related communications between CobbFendley and utility owners.
3. **Utility Layout Drawing.** CobbFendley shall add utility record information to the updated roadway plans. This layout will include existing utilities which are to remain in place or be abandoned. This layout will be utilized to monitor and evaluate alternatives.

4. **Identify Utility Conflict.** CobbFendley shall determine which utilities are in conflict with the roadway construction and notify the utility companies of potential conflicts.
5. **Utility Coordination Meeting.** CobbFendley shall coordinate each utility in conflict with project and request they develop relocation plans. CobbFendley shall work with each affected utility and review alternatives until a plan is agreed to. CobbFendley shall conduct a total of three (3) group meetings with utility companies to facilitate utility conflict identification and resolution.
6. **Reimbursable and Non-Reimbursable Agreements.** CobbFendley will coordinate with the City of Leander to determine appropriate agreement forms and permits to be used on the project for both reimbursable and non-reimbursable utility adjustments. The relevant project information will be filled-in on the agreed upon forms and forwarded on to each respective utility impacted on the project for review/use.

If a utility is located within an easement, the utility company may have a compensable interest. The utility company must furnish a copy of their easement document. CobbFendley will determine whether a compensable interest exists and the owner's degree of eligibility.

CobbFendley will prepare a packaged agreement utilizing the City of Leander's reimbursement agreement forms, plans on 11x17 sheets, easement documentation (if applicable), estimate and schedule of work. CobbFendley will submit a copy of the reimbursement package to the City of Leander by letter recommending approval (3 copies of each).

Three anticipated reimbursable agreements

The utility shall be reimbursed all cost incurred within their easement limits for replacement in kind.

CobbFendley will assist each non-reimbursable utility in preparing and submitting necessary City/County permits for construction.

CobbFendley shall review utility payment requests to verify completeness with all necessary support documentation required for reimbursement. CobbFendley will review for accuracy and coordinate with the utility owner on any items missing or needing further clarification. CobbFendley will compile final utility billing package and submit to the City of Leander for final approval and processing.

1.2 Project Deliverables

The project deliverables shall consist of the following:

- Utility contact list.
- Inventory of the existing utility records.
- Utility layout drawings.
- Utility design and relocation schedules.
- Utility notifications and communications.
- Utility agreements (Up to 3).

**Scope of Services – City of Leander W South Street
Traffic Engineering**

Preliminary Phase

1. Preliminary Phase

a. Traffic Engineering Study

- i. CobbFendley will perform a traffic study for three (3) intersections. The goal of the study is to evaluate the intersections and present findings and recommendations in an engineering report. The scope of the Schematic Phase traffic study is as follows:

Leander, Texas

Intersections to be included into Traffic Study:

1. US 183 at W South Street
2. W South Street at N West Drive / S West Drive
3. S West Drive at Municipal Road

Intersections to be included for Multi-Way Stop and Signal Warrants:

4. W South Street at N West Drive / S West Drive

- b. Coordinate with Client and Owner, assuming meetings will be held virtually. Meeting with project team once a month for progress meeting (4 monthly meetings).
- c. Site Visit. Conduct a site visit to investigate site conditions, observe vehicular and pedestrian patterns, take photographs of all approaches and significant features. Assess information from the site visit and provide a summary. This will be included in the engineering report.
 - i. Data collection for turning movement counts will be provided for four (4) intersections. 24 hour turning movement counts will be conducted while school is in session for the following locations:
 1. US 183 at W South Street
 2. W South Street at N West Drive / S West Drive
 3. S West Drive at Municipal Road
 4. S West Drive at Lion Drive
 - ii. Data collection for 48 Hour tube counts with vehicle classifications for (2) locations. Data counts will be collected while school is in session.
 1. W South Street
 2. S West Drive
- d. A site map will be generated to show study location on an aerial with roadways identified. This will be included in the engineering report.
- e. Perform a Traffic All-way Stop Warrant and a Signal Warrant Analysis using existing data for each intersection based on the guidelines from the Texas Manual on Uniform Traffic Control Devices for one (1) intersection:
 - i. Intersections with Traffic Signal Warrant Analysis:
 1. W South Street at N West Drive / S West Drive
- f. Perform a Pedestrian Hybrid Beacon Analysis for up to one (1) location on S West Drive to be determined based on the guidelines from the Texas Manual on Uniform Traffic Control Devices.

- g. Utilizing traffic data, each intersection will be analyzed for level of service and capacity using Highway Capacity Manual methodologies to determine the optimum lane assignments. Three (3) Scenarios will be analyzed for each intersection.
- h. Prepare an engineering report to document the findings of components listed above. The report will include all assumptions and existing and projected condition operations. A draft and final report will be submitted with the opportunity for the Project Owners to review and comment. The report will be delivered in PDF format.
- i. All analysis will be performed in accordance with the Texas Manual on Uniform Traffic Control Devices, the Highway Capacity Manual, Institute of Transportation Engineers (ITE) Trip Generation Manual, City of Leander Guidelines, City of Leander Standards, TxDOT Guidelines, and TxDOT Standards.

Design Phase

2. Illumination Design

- a. Coordination. Coordinate with City of Leander, Texas. (e-mail, phone, video conference). It is expected that all meetings can be held via Zoom or Teams or other virtual means. Attend monthly teams' meetings (14 monthly meetings).
- b. Proposed illumination design shall be produced for W South Street from US 183 to N West Drive / S West Drive and on S West Drive from W South Street to Horseshoe Drive, approximately 0.80 miles. Continuous illumination design will be laid out by photometric analysis using AGI32 software along the corridor with a City supplied illumination mounting height and luminaire type.
- c. Below is a summary of the design elements that shall be provided for the project:
 - i. Roadside illumination
 - ii. Pole foundations
 - iii. Ground boxes
 - iv. Electrical service locations if required
 - v. Conduit
 - vi. Voltage Drop Calculations
 - vii. Design per AASTHO Illumination Design Manual
- d. These proposed illumination improvements shall be provided in a set of plans as required by City of Leander which includes the following:
 - i. Illumination Quantities
 - ii. Proposed Layout
 - 1. Sheet quantities
 - 2. Illumination assembly schedule (pole number, station and offset, pole type, foundation type and depth)
 - 3. Conduit and conductor schedule
 - 4. Electrical service location
 - iii. Circuit diagrams including electrical service type
 - iv. Voltage Drop Sheet
 - v. Photometric analysis including average footcandles, maximum footcandles, minimum footcandles, and uniformity ratio (Following AASHTO Roadway Lighting Design Guide design values)
 - vi. Applicable Standards
- e. QAQC. QAQC of each 60%, 90%, 100% milestone plan set submittal.

- f. 60%, 90%, 100% Submittal Coordination
 - i. Coordination and plan set assembly of milestone submittals to the City of Leander.
- g. Construction Estimate and Quantities. Construction estimate and quantities will be provided for the illumination design to be included in the overall project package. Project specifications will be compiled.

3. Traffic Signal Design (1 Intersections)

- a. Coordination. Coordinate with City of Leander, Texas. (e-mail, phone, video conference). It is expected that all meetings can be held via Zoom or Teams or other virtual means.
- b. Site Visit and Survey Verification. A site visit shall be performed to survey and investigate site conditions and to review general field survey information.
- c. Traffic Signal Design
 - i. A traffic signal design shall be produced for up to two (2) intersections along the project area. Intersections to be included into signal design:
 - 1. W South Street at N West Drive / S West Drive
- d. Below is a summary of the design elements that shall be provided for the intersections:
 - i. Full traffic signal design
 - ii. Mast arm pole design
- e. These proposed traffic signal improvements shall be provided in a set of plans as required by the City of Leander, which includes the following:
 - i. Existing Condition Diagram
 - ii. Proposed Traffic Signal Layout
 - iii. Electrical Schedule, Sign Design, Phasing Diagram
 - iv. Proposed Detection Layout
 - v. Elevations
 - vi. Traffic Signal Notes
 - vii. Applicable TxDOT / City Standards
 - viii. All traffic signal equipment utilized in the design will be to City of Leander / City of Austin / TxDOT standards and specifications.
- f. Confirmation of Power
 - i. The proposed power location for the intersection shall be identified and followed up by coordination with responsible power company to confirm the power location. A letter / e-mail shall be obtained from responsible power company documenting their acceptance to the power source.
- g. 60%, 90%, 100% Submittal Coordination
 - i. Coordination and plan set assembly of milestone submittals to the City of Leander.
- h. Construction Estimate and Quantities. Construction estimate and quantities will be provided for the traffic signal design to be included in the overall project package. Project specifications will be compiled.

4. Pedestrian Hybrid Beacon Design (1 Intersections)

- a. Coordination. Coordinate with City of Leander, Texas. (e-mail, phone, video conference). It is expected that all meetings can be held via Zoom or Teams or other virtual means.
- b. Site Visit and Survey Verification. A site visit shall be performed to survey and investigate site conditions and to review general field survey information.
- c. Pedestrian Hybrid Beacon Design
 - i. A pedestrian hybrid beacon design shall be produced for up to one (1) intersection along the project area. Intersection to be included into pedestrian hybrid beacon design:
 - 1. Mid-block between S West Drive at Municipal Drive and S West Drive at Lion Drive
- d. Below is a summary of the design elements that shall be provided for the intersections:
 - i. Full pedestrian hybrid beacon design
 - ii. Mast arm pole design
- e. These proposed traffic signal improvements shall be provided in a set of plans as required by the City of Leander, which includes the following:
 - i. Existing Condition Diagram
 - ii. Proposed Pedestrian Hybrid Beacon Layout
 - iii. Electrical Schedule, Sign Design, Phasing Diagram
 - iv. Elevations
 - v. Traffic Signal Notes
 - vi. Applicable TxDOT / City Standards
 - vii. All traffic signal equipment utilized in the design will be to City of Leander / City of Austin / TxDOT standards and specifications.
- f. Confirmation of Power
 - i. The proposed power location for the intersection shall be identified and followed up by coordination with responsible power company to confirm the power location. A letter / e-mail shall be obtained from responsible power company documenting their acceptance to the power source.
- g. 60%, 90%, 100% Submittal Coordination
 - i. Coordination and plan set assembly of milestone submittals to the City of Leander.
- h. Construction Estimate and Quantities. Construction estimate and quantities will be provided for the traffic signal design to be included in the overall project package. Project specifications will be compiled.

Project:		City of Leander - W South Street								
Description:		Traffic Services								
Method of Pay		NTE								
Task Description	Task Cost	Principal Hours	Project Manager Hours	Project Engineer Hours	Design Engineer Hours	EIT Hours	Engineer Tech Hours	CADD Operator Hours	Clerical Hours	Total Labor Hours
Preliminary Phase										
Project Management	\$766.00	1							4	5
Coordination and Meetings	\$2,204.00		4	4					4	12
Site Visit	\$1,276.00			4		4				8
Develop Growth Rate (Existing Traffic Counts)	\$908.00			2		4				6
Site Map	\$724.00			1		4				5
Multi Way Stop Warrant	\$1,432.00		1	2		6				9
Traffic Signal Warrant	\$1,972.00		1	2		10				13
Pedestrian Hybrid Beacon Study	\$3,404.00		2	4		16				22
Lane assignments LOS analysis	\$6,840.00		2	8		36				46
Draft Engineering Report	\$6,921.00		4	8		32			1	45
QA/QC Review	\$4,064.00		16							16
Final Engineering Report	\$4,139.00		3	6		16			1	26
Design Phase Illumination										
Illumination Design										
Project Management	\$3,453.00	2	6	4					5	17
Agency Coordination and Meetings	\$6,584.00		14	14					4	32
Photometric Analysis	\$2,548.00		2	4	8					14
Illumination Quantities	\$2,028.00		1	2	2	6		2		13
Proposed Layout	\$10,152.00	1	2	4	2	36	8	16		69
Circuit Diagrams	\$9,838.00		2	4	2	36	8	16		68
Voltage Drop Sheets	\$3,215.00		1	2	1	16		2		22
Photometric Analysis Sheets	\$9,838.00		2	4	2	36	8	16		68
Applicable City / TxDOT Standards	\$1,376.00		1			2	2	4		9
Confirmation of Power	\$454.00			1		2				3
Construction Estimate and Quantities	\$3,078.00		1	3	4	12				20
Design/Construction schedule	\$1,218.00		1	2	2	2				7
QA/QC review	\$3,048.00		12							12
Submittals Packages (60%,90%,100%)	\$3,743.00		2	4		12		4	3	25
Traffic Signal Design (1 Locations)										
Project Management	\$2,691.00	2	3	4					5	14
Agency Coordination	\$1,498.00		3	4						7
Site Visit	\$1,276.00			4		4				8
Signal Quantity and Electrical Service Sheets	\$2,340.00		1	2	2	4	2	4		15
Existing Condition Diagram	\$2,512.00		1		2	8	2	4		17
Proposed Traffic Signal Layout (Mast Arm)	\$6,444.00	1	1	4	4	12	8	12		42
Electrical Schedule / Sign Design	\$5,059.00		1	2	3	12	8	8		34
Proposed Detection	\$4,887.00		1	4	3	8	8	8		32
Elevations	\$5,590.00		1	4	4	12	8	8		37
Traffic Signal Notes	\$1,958.00		1			4	4	4		13
Applicable City / TxDOT Standards	\$1,241.00		1			1	2	4		8
Confirmation of Power	\$454.00			1		2				3
Construction Estimate and Quantities	\$1,630.00		1	1	4	4				10
Design/Construction schedule	\$1,218.00		1	2	2	2				7
QA/QC review	\$2,032.00		8							8
Submittals Packages (60%,90%,100%)	\$3,203.00		2	4		8		4	3	21
Pedestrian Hybrid Beacon Design (1 Location)										
Project Management	\$2,009.00	1	3	2					5	11
Agency Coordination	\$1,130.00		3	2						5
Site Visit	\$1,276.00			4		4				8
Signal Quantity and Electrical Service Sheets	\$1,723.00		1	1	1	2	2	4		11
Existing Condition Diagram	\$2,512.00		1		2	4	2	8		17
Proposed Pedestrian Hybrid Beacon Layout (Mast Arm)	\$8,938.00	1	4	4	8	24	8	8		57
Electrical Schedule / Sign Design	\$5,548.00		1	2	6	12	8	8		37
Elevations	\$6,380.00		4	4	8	12	4	8		40
Traffic Signal Notes	\$2,228.00		1			4	4	6		15
Applicable City / TxDOT Standards	\$1,511.00		1			1	2	6		10
Confirmation of Power	\$454.00			1		2				3
Construction Estimate and Quantities	\$1,844.00		1	1	2	8				12
Design/Construction schedule	\$1,218.00		1	2	2	2				7
QA/QC review	\$2,032.00		8							8
Submittals Packages (60%,90%,100%)	\$2,933.00		2	4		6		4	3	19
Hours Subtotals										
		9	137	152	76	450	98	168	38	1128
Contract Rate Per Hour										
		Principal \$314.00/HR.	Project Manager \$254.00/HR.	Project Engineer \$184.00/HR.	Design Engineer \$163.00/HR.	EIT \$135.00/HR.	Engineer Tech \$156.00/HR.	CADD Operator \$135.00/HR.	Clerical \$113.00/HR.	Labor Subtotal
Subtotal Labor Costs		\$2,826.00	\$34,798.00	\$27,968.00	\$12,388.00	\$60,750.00	\$15,288.00	\$22,680.00	\$4,294.00	\$180,992.00
Direct Expenses (NTE)		Unit	Quantity	Unit Cost	Subtotal					
Data Collection		LS	1	\$ 6,000.00	\$ 6,000.00					
Vehicle Mileage - (Current State Rate)		Mile	450	\$ 0.625	\$ 281.25					
Direct Expenses Subtotal (NTE)		\$ 6,281.25								
Traffic Study										
\$40,743.75										
Illumination Design										
\$60,573.00										
Signal Design										
\$44,126.75										
Pedestrian Hybrid Beacon Design										
\$41,829.75										
TOTAL COST (NTE)										
\$187,273.25										

November 16, 2022

Alfonso Casio, P.E.
CobbFendley
505 E. Huntland Drive, Suite 100
Austin, TX 78752
Via email: ACasio@cobbfendley.com

Re: Environmental and Cultural Services for the City of Leander South Street Project

Dear Mr. Casio:

This correspondence serves as Blanton & Associates, Inc.'s (B&A), a wholly owned subsidiary of ICF Jones & Stokes, Inc. (ICF), proposal to conduct environmental and cultural services for the City of Leander reconstruction project on W South St. from just west of N West Dr. to US 183 and N West Dr. from W South Street to just north of Horseshoe Dr. Additional detail on the proposed scope of services is provided below.

PROJECT MANAGEMENT

B&A will conduct project management activities. This includes providing monthly progress reports and invoicing for a period of six months.

ENVIRONMENTAL CONSTRAINTS REPORT

After receiving project information provided by the client, a desktop review will be completed to identify known water resources in the project area. The desktop review will be completed using U.S. Geological Survey (USGS) 7.5' quadrangle maps, National Wetland Inventory (NWI) maps, Federal Emergency Management Agency (FEMA) floodplain maps, National Resources Conservation Service (NRCS) soil survey maps, National Hydrography Dataset (NHD) maps, and Texas Natural Resources Information Systems (TNRIS) aerial photography.

B&A will also conduct a literature and database review to determine whether federally listed threatened, endangered, or other protected species potentially occur in or adjacent to the project area, and if so, whether they could be affected by the proposed project. Sources to be reviewed include the U.S. Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPAC) website, the USFWS Environmental Conservation Online System (ECOS) website, and the Texas Natural Diversity Database (TXNDD).

B&A will review the history of the site, including examination of current and past aerial photographs, historical maps, and other available historical documents to identify potential hazardous materials in or adjacent to the project area. Results of the desktop hazardous materials review will be included in the Environmental Constraints Report.

Results of the cultural resources desktop review, referenced in the Cultural Resources Investigation section below, will also be included in the Environmental Constraints Report.

JURISDICTIONAL WATERS ASSESSMENT

Based on initial desktop review, it is assumed that an on-site survey of the project area to identify and delineate wetlands and other potential waters of the U.S. that may be disturbed by the proposed project is not needed. Therefore, a Jurisdictional Waters Assessment is not included in this proposal. Should one be required, B&A would submit a separate scope and cost estimate to your office for review.

HAZARDOUS MATERIALS REVIEW

As stated above, B&A will only complete a desktop review for hazardous materials. Therefore, a separate Hazardous Materials Review Report will not be prepared, unless requested by the City.

ENDANGERED SPECIES REVIEW

Since the subject property is not located within the Edwards Aquifer recharge or transition zones and is in karst zone 4, this proposal assumes that a Geologic Assessment (GA), Initial Karst Feature Survey, Water Pollution Abatement Plan (WPAP), or other tasks associated with identifying or protecting habitat for federally listed karst invertebrates is not required. This proposal also assumes the project will likely have no potential to affect federally listed T&E species, and no presence-absence surveys or coordination with USFWS or TPWD for protected species will be required. If it is determined that a GA, WPAP, presence-absence surveys, or agency coordination are required for this issue, B&A will submit a separate scope and cost estimate to your office for review. Furthermore, it is assumed that an on-site habitat assessment for state or federally listed species is not needed. Therefore, an Endangered Species Review is not included in this proposal. Should one be required, B&A would submit a separate scope and cost estimate to your office for review.

CULTURAL RESOURCES INVESTIGATIONS

Based on information available at this time, B&A assumes that the proposed project is sponsored by a political subdivision of the state (City of Leander) and would be constructed within state-controlled and/or state-owned land. Therefore, compliance with the Antiquities Code of Texas (9 TNRC §191) and associated state regulations (13 TAC§ 26) regarding cultural resources for the project will be required. The Antiquities Code of Texas requires any political subdivision of the State of Texas, defined as a “local governmental entity created and operating under the laws of this state, including a city, county, school district, or special district created under the Texas Constitution, Article III, §52(b)(1) or (2), or Article XVI, §59” in 13 TAC §26.5 of the code, to identify potential State Antiquities Landmarks (SALs) through survey of public lands prior to actions that could potentially damage those SALs. Public lands are further defined in 13 TAC §26.3 as lands owned or controlled by the State of Texas or any of its political subdivisions. B&A assumes that

the proposed project will not have a federal nexus and that compliance with Section 106 of the National Historic Preservation Act will not be required.

Desktop Review

Upon notice to proceed, B&A would conduct a desktop review to determine if previously recorded cultural resources occur in the project area and vicinity and if a cultural resources survey is warranted. The review will include the project area and a 0.25-mile study area buffer around the proposed project area. A B&A archeologist will review the THC's online restricted-access *Archeological Sites Atlas*, and a B&A historian will review the THC's online *Historic Sites of Texas Atlas*. The reviews will include the following types of information from the two atlases: previously recorded archeological sites, National Register of Historic Places-listed properties and districts, SALs, Official Texas Historical Markers (OTHM), Recorded Texas Historical Landmarks, and cemeteries. Based on the results of the background review, B&A will initiate consultation with the Texas Historical Commission (THC) to request concurrence that survey work is not warranted. TxDOT's Potential Archeology Liability Map (PALM) data was referenced despite its standard application for linear infrastructure projects, and the project area is mapped as low probability. Therefore, for the purposes of this proposal and based on our preliminary analysis of the project area, it is assumed that the THC will concur that cultural resources survey is not warranted. Should it be determined by THC that a cultural resources survey is required, it would be completed under a separate scope and fee.

COST ESTIMATE

The costs to conduct these tasks would include a not-to-exceed cost of **\$13,570.00** and include both labor and non-labor costs. This estimated cost is based on the above-described scope of services and the following assumptions and exclusions:

ASSUMPTIONS AND EXCLUSIONS

- TxDOT environmental review is not included.
- The project does not include any federal or state funding. B&A has been informed that Cap Metro funds will be utilized which are revenue-generated funds and do not require any additional environmental effort specifically to utilize these funds.
- It is assumed the Jurisdiction Waters Assessment and Endangered Species Review is not required.
- USACE and USFWS coordination is not expected.

- Client understands that revisions to the project after providing notice to proceed requires additional time and materials, and will be billed at an additional cost outside of this current scope of work.
- This proposal does not include preparation of a PCN, Section 404 Individual Permit application, mitigation plan, or coordination with the USACE. In the unlikely event that any of these tasks are required, B&A would submit a separate scope and cost estimate to your office for review.
- Preparation of a Biological Assessment, Section 7 Consultation assistance, and coordination with the USFWS or TPWD are not included. If needed, a supplemental cost would be required.
- A full Phase I Environmental Site Assessment is not included in this proposal.
- Hazardous materials database records request is not included in this proposal.
- Client understands that no warranties or guarantees are expressed or implied by B&A regarding the actions of any government agency, including local, state, or federal agencies, in connection with the project for which the services are performed.
- This proposal and cost estimate are valid for 90 days.
- B&A shall submit all deliverables to Cobb, Fendley & Associates, Inc. electronically.
- The project is not classified as a federal undertaking in that it does not include any federal involvement (e.g., ownership permit, funding, or license), and this project will not require compliance with Section 106 of the National Historic Preservation Act.
- It is assumed that nineteen parcels will have ROW take. However, it is also assumed that field work or right-of-entry coordination to these parcels will not be necessary.
- It is assumed that an environmental field survey and cultural resources survey will not be required. If it is determined that either survey is warranted, it would be completed under a separate scope and fee.
- Archeological testing or mitigation of archeological sites potentially discovered during survey are not included in this proposal. If it is determined that archeological testing or mitigation are required, these activities would be conducted under a separate scope and fee.
- Human burial excavation/disinterment is not included in this proposal. If it is determined that burial excavation is required, these activities would be conducted under a separate scope and fee.

Thank you for the opportunity to submit this proposal.

If this proposal is acceptable, please forward a subconsultant agreement or other contract document. Do not hesitate to call Bonnie Doggett at (512) 264-1095 or via e-mail at bonnie.doggett@blantonassociates.com if you have any questions.

Sincerely,



Janis Childers
Program Operations
Blanton & Associates, Inc.



Bonnie Doggett
Project Manager
Blanton & Associates, Inc.

Attachment: CobbFendley Rate Schedule

COBBFENDLEY RATE SCHEDULE **Effective September 1, 2022 through December 31, 2022**

PERSONNEL

Blanton & Associates, Inc., provides services on an hourly professional fee basis according to the rates scheduled below:

Project Principal.....	\$240.00
Project Manager.....	\$170.00 - \$190.00
Senior Environmental Professional.....	\$140.00 - \$170.00
Staff Scientist II	\$130.00 - \$140.00
Staff Scientist I.....	\$120.00 - \$130.00
Environmental Technician II	\$100.00 - \$120.00
Environmental Technician I.....	\$ 75.00 - \$ 95.00
GIS Analyst/Cartography.....	\$ 95.00 - \$115.00
GIS Technician	\$ 80.00 - \$ 95.00
Clerical/Administrative.....	\$ 60.00 - \$ 70.00

TRAVEL, MEALS & INCIDENTAL EXPENSES

All travel expenses, including lodging, are invoiced at actual cost. Per diem for meals will be billed at a flat rate of \$45.00 per day. Cost of mileage for company-owned vehicles is computed at a rate of \$0.625 per mile. Rental automobiles and fuel costs for same will reflect actual costs to the firm. Company boats are billed at a rate of \$500.00 per day plus fuel. GPS units are billed at a rate of \$100.00 per day. Rented or leased equipment including drones and ATVs are invoiced at actual cost. Copies will be billed at the rate of \$.05 per page.



13581 Pond Springs Road, Suite 210, Austin, Texas 78729 • Phone: (512) 428-5550 • Fax: (512) 428-5525

September 2, 2022
Arias Project No. 2021-901

VIA Email: ACasio@cobb fendley.com

Mr. Alfonso Casio, P.E.
Project Manager
CobbFendley
505 E. Huntland Drive, Suite 100
Austin, Texas 78752

RE: Proposal for Geotechnical Engineering Services
South Street & West Drive Improvements
Leander, Texas

Dear Mr. Casio,

Arias & Associates, Inc. (Arias) is pleased to provide this proposal for geotechnical engineering services for the above referenced project. Our understanding of the project is based on information provided by you. We have received the site plan showing the proposed alignment, and Preliminary Geotechnical Engineering Report dated December 23, 2019, by RABA KISTNER Consultants, Inc. The following sections present our understanding of the project, our proposed scope of services, fee compensation requirements, and proposed schedule.

Project Information

The project alignment is located at South Street between NW Drive and US-183, and West Drive from South Street to approximately 440 feet north of Horseshoe Drive in Leander, TX. Proposed construction will include widening and a new approximately 1,012 LF flexible pavement along West South Street between NW Drive and US-183, and 2,900 LF along West Drive. If any the above information is not correct, we should be notified immediately in order to revise our proposal and the depth of the planned borings, as necessary.

Proposed Investigation

Based on published geologic mapping and nearby experience in the area, the site is likely underlain by surficial clay remnants underlain by Keys Valley Marl (Kkv) formation. Based on our understanding of the planned construction and previous boring information, we propose the following drilling scope:

Borings	Boring depth, ft	No. of Borings	Footage
Alignment	15	5	75
Total			75

A Geologic and Boring Location Map is presented on the attached Exhibit A. Arias personnel will mark the boring locations and will notify Texas One-Call at least 72 hours prior to drilling. The borings will be drilled using a truck-mounted rig in areas clear of underground and overhead utilities. Due to limited site constraints to drill rig access within the roadway, we anticipate borings will require traffic control with various setups that will be determined once a boring location plan has been finalized and the permitting process has begun. We will obtain an excavation permit in accordance with the City of Leander permit program. Any modifications to the standard traffic control plans are beyond the scope of this proposal and will be performed by others if required.

The borings will be drilled through the existing roadway/pavement section with a traditional truck-mounted rig. The borings will be advanced using augering and sampling techniques, using either push-tube sampling (ASTM D1587) or split barrel sampler while performing the Standard Penetration Test (ASTM D1586). Continuous core sampling of the rock stratum (ASTM D2113) will be performed where competent shale, limestone, or basalt is encountered.

Arias personnel will locate the borings, coordinate traffic control, direct the sampling efforts, visually classify recovered samples, and be present during drilling. Asphalt and base material thickness will be measured and reported for borings drilled through pavements. If groundwater is encountered, the groundwater levels within the open borehole will be recorded at the time of drilling and immediately following drilling. Each borehole will be backfilled with auger cuttings and bentonite and capped with at least 12 inches of sackrete and cold-patch asphalt to match existing surface elevation. No other site restoration measures, in addition to backfilling the boreholes, are included in this proposal.

We will obtain boring coordinates using a hand-held GPS device accurate to about 3 horizontal meters. Elevations will be provided by others, either by surveying or by estimation from project plan and profile drawings provided to us.

Laboratory testing will be performed on recovered samples selected by the geotechnical engineer to aid in soil classification and to measure engineering properties. Laboratory testing is expected to include moisture content, Atterberg limits, fines content (percent passing the No. 200 sieve), unconfined compressive strength testing, and corrosion testing. The actual laboratory program will depend upon the type of soils encountered.

Reporting

We will issue one geotechnical report prepared by a licensed professional engineer in the State of Texas. Specifically the report will include the following:

- Description of the field exploration program;
- Description of the laboratory testing program and results;
- Photographs of the soil and rock samples recovered;
- Soil boring plan that depicts borehole locations;
- Profiles of soil boring along the alignment using plan and profile design information provided by others;
- Soil boring logs with soil classifications based on the Unified Soil Classification System (ASTM D 2487);
- Generalized site stratigraphy and engineering properties developed from field and laboratory data at the explored locations; and
- Depth where groundwater, if encountered, and its potential impact on construction.
- Recommendations for design and construction of flexible pavement based on the traffic load/data provided by others. We will use 1993 AASHTO design methodology, and check the results using FPS-21.
- General earthwork and construction recommendations.

Arias will provide draft reports for review, comment, and requests for clarification, which will then be addressed in the final reports.

Please be advised that Arias & Associates, Inc. performs Construction Materials Engineering and Testing (CoMET) per project requirements. We will be pleased to provide a separate proposal for construction materials testing at your request.

Proposed Fee

We propose that the fee to perform the above outlined preliminary scope of services on a time and material basis not to exceed (NTE) **\$24,000.00**. A Geotechnical Cost Breakdown is presented on the attached Exhibit B. Please note that for invoicing purposes the estimated quantities in the Geotechnical Cost Breakdown may vary (increase or decrease), depending on the actual level of effort needed to perform each item, but the Lump Sum fee will remain the same (**\$24,000.00**).

Should it be necessary to expand our services beyond those outlined in this proposal, we will notify the PM, send a supplemental proposal stating the additional services and fee, and will not proceed without written authorization. We will invoice only for the authorized services.

We will invoice for work completed on a monthly basis. This proposal is based on the following

assumptions about site access:

- Boring locations will be clear and accessible to our truck-mounted drilling equipment. No clearing of vegetation (nor the corresponding permits and fees), trees, brush or debris is included in this proposal;
- The ground at the time of the field investigation should be dry and strong enough to support the weight of the drilling vehicles. Otherwise the client will be informed about the need to utilize an all-terrain vehicle to access boring locations;
- We will be provided with existing maps of known utilities, and we will notify Texas 811 at least 72 hours prior to drilling;
- Right of Entry (ROE) to access the boring locations will be obtained by others prior to our mobilization;
- Boring locations will require traffic control;
- We will obtain a permit from the City of Leander prior to drilling; and
- Drilling will commence during normal daytime working hours (8 am to 5 pm, Monday to Friday). If drilling hour limitations increase the number of days required for our field investigation, or if after hours or weekend drilling is required, we will need to discuss adjustments to our proposed fee.

Schedule

Upon receiving written authorization, and weather and site conditions permitting, we can initiate our field investigation within 2 to 3 weeks. Permit submittal and approval through the permit office is expected to take 3 to 4 weeks. Drilling of the boreholes will take 2 days. Laboratory testing will take 1 to 2 weeks. We anticipate submitting draft reports about 9 to 10 weeks following receipt of written authorization. We will keep you verbally informed of our findings as they become available.

Delays sometime occur due to adverse weather, utility clearance requirements, site clearing requirements for drill rig access, obtaining ROW permits to drill, obtaining right-of-entry, and other factors outside of our control. In this event, we will communicate the nature of the delay with you and provide a revised schedule at the earliest possible date.

Proposal Acceptance

Please let us know if this proposal meets your expectations. If acceptable, the authorization table at the end of this proposal should be completed as applicable. We will begin work upon receipt of a signed copy of the proposal by an authorized representative. Please return the entire signed proposal to us by fax, mail or email to aahsan@ariasinc.com. If the billing address is different, include that information as well.

Should you have any questions, please do not hesitate to contact Ahmed N. Ahsan, P.E. on his direct line at (737) 220-0110 or on his cell phone at (512) 466-4293. We appreciate the opportunity provided and look forward to becoming an integral part of the Project Team.

Sincerely,

ARIAS & ASSOCIATES, INC.

TBPE Registration No: F-32



Alexandros Sioutis, E.I.T.
Geotechnical Engineer



Ahmed N. Ahsan, P.E.
Geotechnical Department Manager

Attachments:

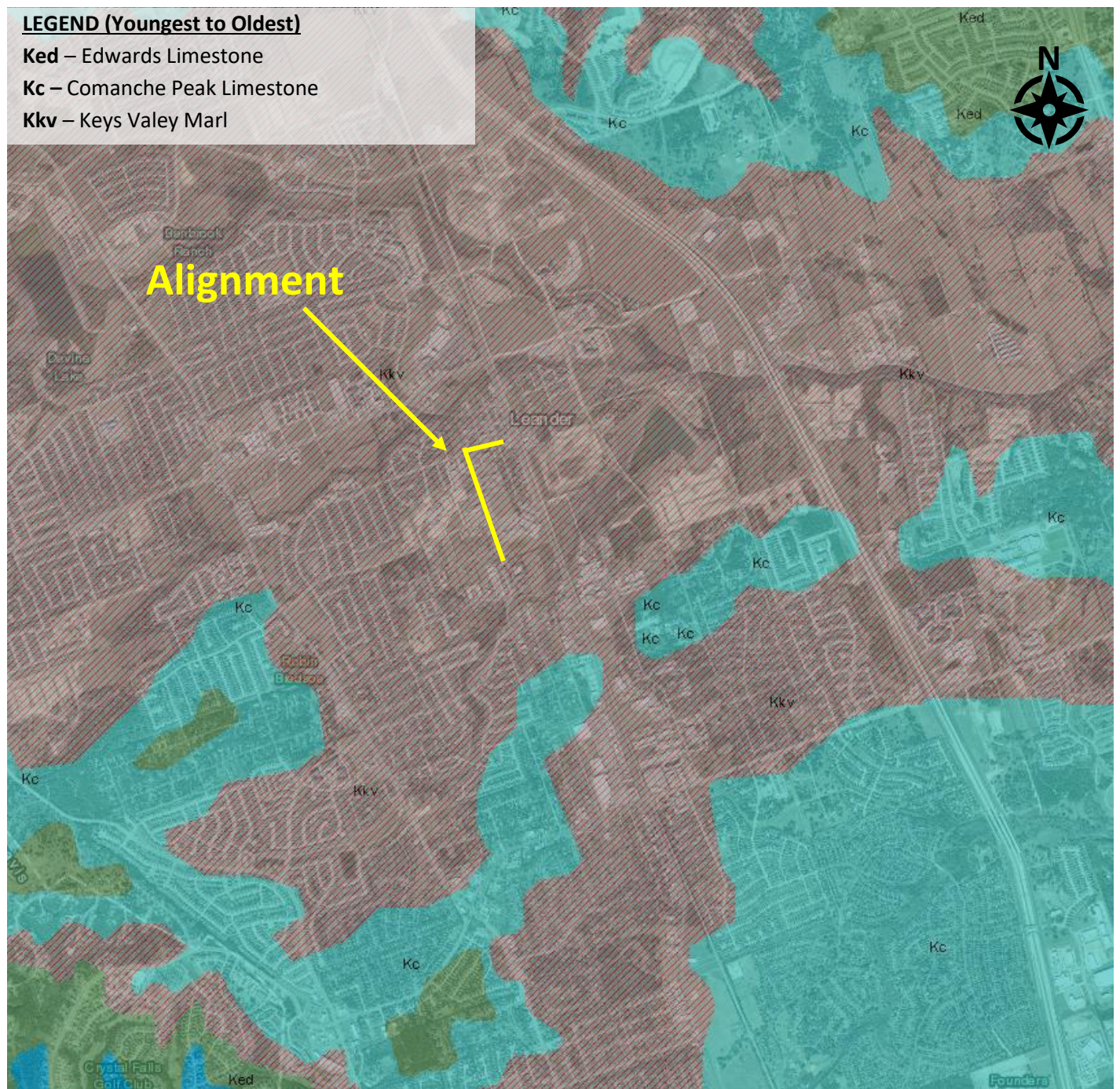
- Exhibit A-1 – Geologic Map
- Exhibit A-2 – Boring Location Plan
- Exhibit B – Geotechnical Cost Breakdown

LEGEND (Youngest to Oldest)

Ked – Edwards Limestone

Kc – Comanche Peak Limestone

Kkv – Keys Valey Marl



USGS Geologic Map Texas Webviewer: <https://txpub.usgs.gov/txgeology/>



13581 Pond Springs Road, Suite 210, Austin, Texas 78729
Phone: (512) 428-5550 • Fax: (512) 428-5525

GEOLOGIC MAP

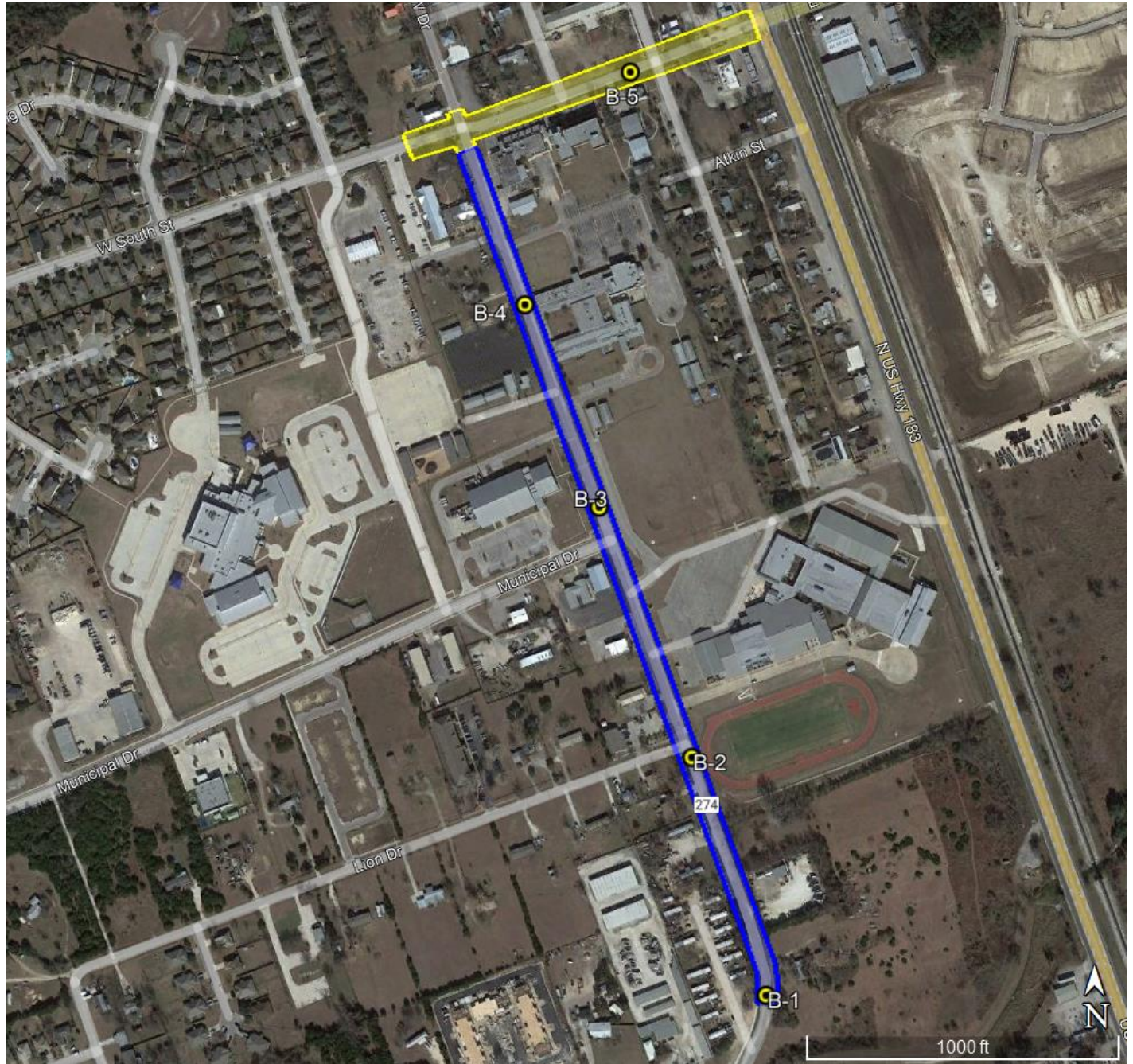
South Street & West Drive Improvements
Leander, Texas

Exhibit A-1

Date: September 2, 2022 Job No.: 2021-901

Drawn By: AS Checked By: ANA

Approved By: ANA Scale: N.T.S.



13581 Pond Springs Road, Suite 210, Austin, Texas 78729
Phone: (512) 428-5550 • Fax: (512) 428-5525

BORING LOCATION PLAN

South Street & West Drive Improvements
Leander, Texas

Exhibit A-2

Date: September 2, 2022	Job No.: 2021-901
Drawn By: AS	Checked By: ANA
Approved By: ANA	Scale: N.T.S.



Exhibit B - Geotechnical Cost Estimate
West South Street & West Drive Improvements
Leander, Texas

Task	Item Description	Est. Qty.	Unit	Unit Price	Est. Total Price
1 Field Exploration					
1.1 Planning and Coordination					
	Engineer in Training I (One-Call, Drilling Plan)	5	hr	\$ 110.00	\$ 550.00
	Engineering Technician II (Staking Borings)	8	hr	\$ 75.00	\$ 600.00
	Support Truck (Arias)	2	ea	\$ 55.00	\$ 110.00
	Engineer in Training I (Permitting)	8	hr	\$ 110.00	\$ 880.00
	Excavation Permits (Estimate)	2	ea	\$ 500.00	\$ 1,000.00
	Arias 5% Markup on Expense	5%	ls	\$ 1,000.00	\$ 50.00
	Geotechnical Department Manager & Project Engineer	5	hr	\$ 175.00	\$ 875.00
	Principal Project Manager	2	hr	\$ 210.00	\$ 420.00
	1.1 Subtotal				\$ 4,485.00
1.2 Drilling and Sampling					
	Rig Mobilization, Truck-mounted Rig only	1	ea	\$ 525.00	\$ 525.00
	Air Compressor	2	day	\$ 200.00	\$ 400.00
	Soil Drilling 0' to 25' depth (includes all back-filling)	50	ft	\$ 25.00	\$ 1,250.00
	Rock Coring 0' to 25' depth (includes all back-filling)	25	ft	\$ 30.00	\$ 750.00
	Repair Core hole with Cold Mix	5	ea	\$ 50.00	\$ 250.00
	Support Truck	2	day	\$ 150.00	\$ 300.00
	Engineering Technician II (Drilling Logger)	20	hr	\$ 75.00	\$ 1,500.00
	Support Truck (Arias - Logger)	2	ea	\$ 55.00	\$ 110.00
	1.2 Subtotal				\$ 5,085.00
1.3 Traffic Control					
	Outside Services (estimate, daytime drilling)	2	day	\$ 1,500.00	\$ 3,000.00
	Arias 5% Markup on Outside Services	5%	ls	\$ 3,000.00	\$ 150.00
	1.3 Subtotal				\$ 3,150.00
	Field Exploration TOTAL:				\$ 12,720.00
2 Laboratory Soil Testing					
2.1 Arias Laboratory					
	Moisture Content	20	ea	\$ 25.00	\$ 500.00
	Atterberg Limits	15	ea	\$ 85.00	\$ 1,275.00
	Particle Gradation, Including No. 200 sieve	15	ea	\$ 85.00	\$ 1,275.00
	Unconfined Compressive Strength	5	ea	\$ 70.00	\$ 350.00
	Soil pH	2	ea	\$ 65.00	\$ 130.00
	Soluble Sulfate	2	ea	\$ 85.00	\$ 170.00
	Engineer in Training I	3	hr	\$ 110.00	\$ 330.00
	2.1 Subtotal				\$ 4,030.00
	Laboratory Testing TOTAL:				\$ 4,030.00
3 Engineering and Reporting					
3.1 Geotechnical Engineering Report					
	Principal Project Manager	8	hr	\$ 210.00	\$ 1,680.00
	Geotechnical Department Manager & Project Engineer	15	hr	\$ 175.00	\$ 2,625.00
	Engineer in Training I	25	hr	\$ 110.00	\$ 2,750.00
	Administrative Assistant I	3	hr	\$ 65.00	\$ 195.00
	3.1 Subtotal				\$ 7,250.00
	Engineering TOTAL:				\$ 7,250.00
Project Total					\$ 24,000.00



September 14, 2022

Alfonso Casio
CobbFendley
505 E. Huntland Drive, Suite 100
Austin, Texas 78752

RE: TAS Proposal for the South Street Widening Project

Dear Alfonso:

This is a proposal for the project registration, plan review, and inspection of the South Street Widening Project in Leander, Texas for compliance with Chapter 469 of the Texas Government Code, State of Texas Architectural Barriers Act, and the Texas Accessibility Standards (TAS).

Altura Solutions proposes to register the project with TDLR, perform the plan review, and perform the inspection for compliance with the TAS.

Feel free to contact us at (512) 410-7059 to answer any questions or discuss details of the proposal. Thank you for considering Altura Solutions to meet your accessibility consulting needs. We look forward to working with you on the project.

Sincerely,

A handwritten signature in black ink, reading 'Jesús Lardizábal'.

Jesús Lardizábal,
RAS #1051
Manager

PROJECT SCOPE AND DESCRIPTION

Roadway widening of South St. from US 183 to West Dr. and West Dr. from South St. to Horseshoe Dr. in Leander, Texas. Includes 6' sidewalks on both sides of the street.

SCOPE OF WORK

Altura Solutions proposes to perform the following services in compliance with the Chapter 469 of the Texas Government Code, State of Texas Architectural Barriers Act to verify compliance with the Texas Accessibility Standards (TAS):

- Register the project with TDLR
- Perform plan review of the project construction documents (as provided by client)
- Perform the final inspection of the project upon completion

EXCLUSIONS

The proposal excludes services to determine compliance with other federal, state, or local accessibility requirements such as Public Rights-of-Way Guidelines (PROWAG) and accessibility requirements of building and housing codes such as the International Building Code (IBC).

SCHEDULE

Altura Solutions will perform the project registration within three working days of receiving the required documents and registration fee.

Altura Solutions will perform the plan review and provide a report of findings within fifteen working days after receiving all required documents.

Altura Solutions will perform the final inspection and deliver the Inspection Report within fifteen working days of receiving access to the facility and payment of Inspection Fee.

DELIVERABLES

The following items will be produced and delivered by Altura Solutions as part of this project:

- Altura Solutions will provide proof of project registration via the TDLR Proof of Registration Sheet.
- Altura Solutions will provide the Plan Review Report detailing the observed findings of elements that are not in compliance with the Texas Accessibility Standards (TAS).
- Altura Solutions will provide the Inspection Report detailing the observed elements that are not in compliance with the Texas Accessibility Standards (TAS).

CONSULTING FEE AND INVOICING

The following fees are proposed for the services outlined in this proposal:

- Project Registration (includes TDLR's required registration fee).....\$300.00
- TAS Plan Review Report.....\$1,800.00
- TAS Inspection Report\$1,950.00

The total proposed consulting fee under this agreement is four thousand fifty dollars and zero cents (\$4,050.00).

To initiate services, the following items must be provided:

- Signed agreement
- Completed Project Registration and Proof of Submission forms
- A set of construction documents
- A check for \$2,100.00 for the Project Registration and Plan Review fees should be made out to Altura Solutions, LLC.

The fees listed above are limited to one plan review and one hour of technical assistance/consulting, and one final inspection. Preliminary reviews, plan review revisions, meetings, site visits, re-inspections, and additional consulting will be considered additional services and will be billed in addition to the contract amount above. This consulting rate is \$195 per hour and \$250 for site visits. Plan Review fees are valid for six months from date of proposal and inspection fees are valid for twelve months from original estimated completion date, after which Altura Solutions reserves the right to propose an increased fee.

Invoices for services are due within 30 days of receipt by client.

LIMIT OF LIABILITY

Client agrees that Altura Solutions' limit of liability for any claim against it for services performed under this contract shall be limited to the total of fees paid to Altura Solutions pursuant to this agreement, but excluding the Texas Department of Licensing and Regulation (TDLR) required project filing fees.

Altura Solutions, LLC

Client

By: _____

By: _____

Print Name: Jesús Lardizábal

Print Name: _____

Title: Manager

Title: _____

Date: _____

Date: _____

EXHIBIT C

Fee Breakdown

FEE ESTIMATE City of Leander, Texas South Street and West Drive Reconstruction and Widening November 11, 2022																			
					Staff										Total Expense	Mileage	Misc	Printing up to 11x17	Printing > 11x17
		Professional Service Description	Total Task Hours	Total Labor Cost	Project Manager IV	Project Manager III	Project Manager II	Project Manager I	Project Engineer II	Project Engineer I	Graduate Engineer	Senior Technician III	Clerical	Labor	Expenses cost	per mile	Permit Fees, Traffic Counts	per each	per sf
					\$292	\$254	\$238	\$184	\$163	\$135	\$113	\$179	\$86	Fee		\$0.625		\$0.15	\$3.00
BASIC SERVICES																			
Phase 1 - Planning and Design			3060.0	\$ 945,746.00	76.0	116.0	0.0	365.5	0.0	666.5	1692.5	91.0	52.5		\$ 9,110.30	800.0		2777.0	0.0
I		Project Management																	
1		Project Management During Preliminary & Design Phase																	
a		Project Management (Assume 18 Months)	31.5	\$ 5,400.00	4.5			18.0					9.0		\$ -				
b		Progress/Coordination Meetings																	
i		Kick Off (Virtual)	5.0	\$ 859.00	1.0			2.0			1.0		1.0		\$ -				
ii		TxDOT (Assume 3 Meetings)	13.5	\$ 2,235.00	3.0			3.0			6.0		1.5		\$ -				
iii		Leander ISD (Assume 3 Meetings)	12.0	\$ 1,797.00	1.5			3.0			6.0		1.5		\$ -				
iv		Property Owners (Assume 6 Meetings)	24.0	\$ 4,212.00	6.0			6.0			12.0				\$ 187.50	300.0			
v		Monthly Coordination (Assume 18 Meetings)	58.5	\$ 9,378.00	9.0			18.0			27.0		4.5		\$ -				
vi		Preliminary Phase Review (Assume 2 Meetings)	14.0	\$ 2,224.00	2.0			4.0			8.0				\$ 62.50	100.0			
vii		Design Phase Review (Assume 3 Meetings)	18.0	\$ 3,534.00	6.0			6.0			6.0				\$ -				
viii		City Council (Assume 1 Meeting)	8.0	\$ 1,492.00	2.0			4.0					2.0		\$ 31.25	50.0			
ix		Internal Coordination (Assume 36 Meetings)	99.0	\$ 17,028.00	18.0			18.0		18.0	18.0	18.0	9.0		\$ -				
c		Project Schedule (Assume 18 Months)	9.0	\$ 1,656.00				9.0							\$ -				
II		Preliminary Phase																	
1		Data Collection and Design Criteria																	
a		Data Collection and Design Criteria																	
i		Record Collection	5.0	\$ 680.00				1.0		2.0	2.0				\$ -				
ii		Field Investigation	6.0	\$ 744.00						3.0	3.0				\$ 31.25	50.0			
b		Design Criteria																	
i		Design Analysis	5.0	\$ 680.00				1.0		2.0	2.0				\$ -				
ii		Brushy Street Design Elements	3.0	\$ 432.00				1.0		1.0	1.0				\$ -				
iii		Design Summary Form	3.0	\$ 385.50				0.5		0.5	2.0				\$ -				
2		Drainage Analysis																	
a		Hydrologic Analysis	61.0	\$ 7,708.00	1.0			4.0		16.0	40.0				\$ -				
b		Drainage Report	68.0	\$ 8,712.00	2.0			2.0		24.0	40.0				\$ -				
c		QA/QC	12.0	\$ 2,984.00	2.0	8.0		2.0							\$ -				
3		Preliminary Design																	
a		Conceptual Design	72.0	\$ 9,576.00	3.0			9.0		12.0	48.0				\$ -				
b		30% Schematic	88.0	\$ 10,952.00				8.0		20.0	60.0				\$ -				
c		Preliminary Drainage Structures	68.0	\$ 9,168.00		4.0		8.0		16.0	40.0				\$ -				
d		Preliminary Phase Cost Estimate	7.0	\$ 906.00				1.0		2.0	4.0				\$ -				
e		QA/QC	16.0	\$ 4,000.00	2.0	12.0		2.0							\$ -				
4		Traffic Services		\$ 40,743.75										\$ 34,650.00	\$ 6,093.75		\$ 6,093.75		
5		Preliminary Phase Utility Coordination Services		\$ 9,663.00										\$ 9,663.00					
6		Survey/Metes & Bounds		\$ 123,113.00										\$ 123,113.00					
7		Environmental Services		\$ 13,570.00										\$ 13,570.00					
		Contractual 5% Mark Up		\$ 678.50										\$ 678.50					
8		Geotechnical Services		\$ 24,000.00										\$ 24,000.00					
		Contractual 5% Mark Up		\$ 1,200.00										\$ 1,200.00					
9		TDLR Servuces		\$ 6,150.00										\$ 4,050.00	\$ 2,100.00		\$ 2,100.00		
		Contractual 5% Mark Up		\$ 202.50										\$ 202.50					
10		SUE Services		\$ 77,893.00										\$ 77,893.00					
III		Design Phase																	
1		Design Phase Utility Coordination Services		\$ 89,442.00										\$ 89,442.00					
2		3D Corridor Modeling	162.0	\$ 19,524.00				6.0		36.0	120.0								
3		Plans, Specifications, Estimate (PSE)																	
a		Plans																	
i		Cover and Index (Assume 2 Sheets)	7.0	\$ 906.00				1.0		2.0	4.0				\$ -				
ii		General Notes (Assume 2 Sheets)	8.0	\$ 1,090.00				2.0		2.0	4.0				\$ -				
iii		Project Layout (Assume 2 Sheets)	10.0	\$ 1,360.00				2.0		4.0	4.0				\$ -				

FEE ESTIMATE City of Leander, Texas South Street and West Drive Reconstruction and Widening November 11, 2022																			
					Staff										Total Expense	Mileage	Misc	Printing up to 11x17	Printing > 11x17
		Professional Service Description	Total Task Hours	Total Labor Cost	Project Manager IV	Project Manager III	Project Manager II	Project Manager I	Project Engineer II	Project Engineer I	Graduate Engineer	Senior Technician III	Clerical	Labor	Expenses cost	per mile	Permit Fees, Traffic Counts	per each	per sf
					\$292	\$254	\$238	\$184	\$163	\$135	\$113	\$179	\$86	Fee		\$0.625		\$0.15	\$3.00
iv		Summary of Quantities (Assume 9 Sheets)	27.0	\$ 3,568.50				4.5		9.0	13.5				\$ -				
v		Typical Sections (Assume 3 Sheets)	27.0	\$ 3,660.00				3.0		9.0	12.0	3.0			\$ -				
vi		Traffic Control Plan Narrative (Assume 1 Sheets)	14.0	\$ 1,812.00				2.0		4.0	8.0				\$ -				
vii		Traffic Control Plan Typical Sections (Assume 3 Sheets)	33.0	\$ 4,206.00				3.0		12.0	18.0				\$ -				
viii		Traffic Control Plan Layouts (Assume 9 Sheets)	207.0	\$ 25,218.00				9.0		54.0	144.0				\$ -				
ix		Erosion and Sedimentation Control (Assume 3 Sheets)	48.0	\$ 6,114.00				6.0		12.0	30.0				\$ -				
x		Removal (Assume 2 Sheets)	14.0	\$ 1,812.00				2.0		4.0	8.0				\$ -				
xi		Roadway Alignment (Assume 2 Sheets)	5.0	\$ 680.00				1.0		2.0	2.0				\$ -				
xii		Roadway Plan and Profiles (Assume 6 Sheets)	198.0	\$ 24,912.00				6.0		60.0	120.0	12.0			\$ -				
xiii		Roadway Cross Sections (Assume 28 Sheets)	119.0	\$ 14,560.00				7.0		28.0	84.0				\$ -				
xiv		Driveway Plan and Profiles (Assume 11 Sheets)	121.0	\$ 16,390.00				11.0		22.0	66.0	22.0			\$ -				
xv		Intersection Layouts (Assume 6 Sheets)	66.0	\$ 8,940.00				6.0		12.0	36.0	12.0			\$ -				
xvi		Signing and Pavement Markings (Assume 3 Sheets)	30.0	\$ 3,669.00				3.0		3.0	24.0				\$ -				
xvii		Existing and Proposed Drainage Area Maps (Assume 2 Sheets)	52.0	\$ 6,512.00				4.0		16.0	32.0				\$ -				
xviii		Drainage Computations (Assume 2 Sheets)	56.0	\$ 7,816.00				16.0		16.0	24.0				\$ -				
xix		Drainage Plan and Profiles (Assume 6 Sheets)	204.0	\$ 26,016.00				12.0		24.0	144.0	24.0			\$ -				
xx		Drainage Lateral Profiles (Assume 4 Sheets)	104.0	\$ 13,416.00				16.0		24.0	64.0								
xxi		Drainage Details (Assume 1 Sheets)	6.5	\$ 836.00				0.5		3.0	3.0				\$ -				
xxii		Water Quality Pond Layouts and Sections (Assume 8 Sheets)	288.0	\$ 37,008.00				48.0		48.0	192.0				\$ -				
xxiii		Water Quality Pond Computations (Assume 4 Sheets)	184.0	\$ 23,120.00				8.0		80.0	96.0				\$ -				
xxiv		Water Quality Pond Details (Assume 2 Sheets)	13.0	\$ 1,672.00				1.0		6.0	6.0				\$ -				
xxv		8" Water Line Plan and Profile (Assume 2 Sheets)	36.0	\$ 4,528.00				4.0		8.0	24.0				\$ -				
xxvi		Illumination Layouts (See Traffic Proposal)		\$ 60,573.00										\$ 60,573.00					
xxvii		Traffic Signal Layouts (See Traffic Proposal)		\$ 44,126.75										\$ 44,033.00	\$ 93.75	150.0			
xxviii		Pedestrian Hybrid Beacon Layouts (See Traffic Proposal)		\$ 41,829.75										\$ 41,736.00	\$ 93.75	150.0			
xxix		Standard Details	7.0	\$ 906.00				1.0		2.0	4.0				\$ -				
b		Specifications and Project Manual	47.0	\$ 5,552.00	1.0			6.0		8.0	12.0		20.0		\$ 210.00			1400.0	
c		Quantity Take-Off and Cost Estimate	98.0	\$ 14,008.00		8.0		18.0		24.0	48.0				\$ -				
d		QA/QC	110.0	\$ 27,136.00	12.0	80.0		18.0							\$ -				
e		Submittal Packages	8.0	\$ 938.00				2.0			2.0		4.0		\$ 206.55			1377.0	
4		Contributing Zone Plan Application																	
a		CZP Application	34.0	\$ 4,672.00		2.0		4.0		12.0	16.0				\$ -				
b		CZP Application Coordination	10.0	\$ 1,642.00		2.0		2.0		4.0	2.0				\$ -				
Phase 2 - Biding and Construction Administration			566.0	\$ 87,794.00	59.0	0.0	0.0	164.0	0.0	83.0	239.0		17.0		\$ 925.00	1000.0		2000.0	0.0
IV		Bid and Construction Administration																	
1		Bid Phase Services																	
a		Project Management (Assume 4 Months)	12.0	\$ 2,228.00	2.0			8.0					2.0		\$ -				
b		Advertisement	4.0	\$ 638.00				2.0		2.0					\$ -				
c		Pre-Bid Conference	4.0	\$ 638.00				2.0		2.0					\$ -				
d		Addenda (Assume 4)	10.0	\$ 1,360.00				2.0		4.0	4.0				\$ -				
e		Bid Opening and Letter of Recommendation	10.0	\$ 1,370.00	1.0			1.0		2.0	4.0		2.0		\$ -				
2		Construction Administration Services																	
a		Project Management (Assume 18 Months)	45.0	\$ 9,342.00	18.0			18.0					9.0		\$ -				
b		Conformed Documents	26.0	\$ 3,060.00				2.0		4.0	16.0		4.0		\$ 300.00			2000.0	
c		Contract Documents	10.0	\$ 1,360.00				2.0		4.0	4.0				\$ -				
d		Pre-Construction Conference	8.0	\$ 1,112.00				2.0		3.0	3.0				\$ -				
e		Contractor Schedules	18.0	\$ 2,673.00				9.0			9.0				\$ -				
f		Site Visits (Assume 18)	99.0	\$ 14,868.00	9.0			18.0		36.0	36.0				\$ 562.50	900.0			
g		Change Orders (Assume 5)	12.5	\$ 2,215.00	2.5			5.0			5.0				\$ -				
h		Requests for Information	76.5	\$ 11,124.00	4.5			18.0		18.0	36.0				\$ -				
i		Contractor Submittals (Assume 50)	75.0	\$ 10,250.00				25.0			50.0				\$ -				
j		Pay Applications(Assume 18)	18.0	\$ 3,312.00				18.0							\$ -				
k		Final Walkthroughs	12.0	\$ 1,782.00				6.0			6.0				\$ 31.25	50.0			

FEE ESTIMATE City of Leander, Texas South Street and West Drive Reconstruction and Widening November 11, 2022																			
					Staff										Total Expense	Mileage	Misc	Printing up to 11x17	Printing > 11x17
			Total Task Hours	Total Labor Cost	Project Manager IV	Project Manager III	Project Manager II	Project Manager I	Project Engineer II	Project Engineer I	Graduate Engineer	Senior Technician III	Clerical	Labor	Expenses cost	per mile	Permit Fees, Traffic Counts	per each	per sf
		Professional Service Description			\$292	\$254	\$238	\$184	\$163	\$135	\$113	\$179	\$86	Fee		\$0.625		\$0.15	\$3.00
I		Close Out	10.0	\$ 1,360.00				2.0		4.0	4.0				\$ 31.25	50.0			
m		Record Drawings	50.0	\$ 6,144.00				2.0		4.0	40.0	4.0			\$ -				
n		Progress Meetings (Assume 22)	66.0	\$ 12,958.00	22.0			22.0			22.0				\$ -				

FEE ESTIMATE City of Leander, Texas South Street and West Drive Reconstruction and Widening November 11, 2022																			
					Staff										Total Expense	Mileage	Misc	Printing up to 11x17	Printing > 11x17
		Professional Service Description	Total Task Hours	Total Labor Cost	Project Manager IV	Project Manager III	Project Manager II	Project Manager I	Project Engineer II	Project Engineer I	Graduate Engineer	Senior Technician III	Clerical	Labor	Expenses cost	per mile	Permit Fees, Traffic Counts	per each	per sf
					\$292	\$254	\$238	\$184	\$163	\$135	\$113	\$179	\$86	Fee		\$0.625		\$0.15	\$3.00
ADDITIONAL SERVICES																			
		OH to UG Duct Bank Design Only (Cabling Design to be done by utility company)		\$ 87,628.00										\$ 86,708.00	\$920.00				
SUMMARY																			
		Total Basic Service Hours	3626.0																
		Total Preliminary and Design Phase Services		\$ 945,746.00															
		Total Bid Services		\$ 6,234.00															
		Total Construction Services		\$ 81,560.00															
		Total Expenses		\$ 10,035.30															
		Total (Preliminary, Design, Bid, Construction)		\$ 1,043,575.30															
		Total Additional Services (Labor and Expenses)		\$ 87,628.00															
		Total Basic and Additional Services		\$ 1,131,203.30															



2022 Standard Rate Schedule

Senior Engineer V or Principal	\$314.00/HR
Senior Engineer IV or Project Manager V	\$314.00/HR
Senior Engineer III or Project Manager IV	\$292.00/HR
Senior Engineer II or Project Manager III	\$254.00/HR
Senior Engineer I or Project Manager II	\$238.00/HR
Engineer III or Project Manager I	\$184.00/HR
Engineer II	\$163.00/HR
Engineer I	\$135.00/HR
Graduate Engineer II.....	\$124.00/HR
Graduate Engineer.....	\$113.00/HR
Sr. Project Coordinator.....	\$150.00/HR
Project Coordinator	\$103.00/HR
Senior Technician III (GIS, Telecom, Utility, CAD, Field).....	\$179.00/HR
Senior Technician II (GIS, Telecom, Utility, CAD, Field).....	\$156.00/HR
Senior Technician I (GIS, Telecom, Utility, CAD, Field).....	\$135.00/HR
Technician III (GIS, Telecom, Utility, CAD, Field).....	\$108.00/HR
Technician II (GIS, Telecom, Utility, CAD, Field).....	\$88.00/HR
Technician I (GIS, Telecom, Utility, CAD, Field).....	\$65.00/HR
Licensed State Land Surveyor	\$254.00/HR
Senior Registered Professional Land Surveyor.....	\$227.00/HR
Registered Professional Land Surveyor	\$184.00/HR
Project Surveyor.	\$163.00/HR
Certified Photogrammetrist.	\$215.00/HR
4 Person Survey Crew	\$206.00/HR
3 Person Survey Crew	\$184.00/HR
2 Person Survey Crew	\$156.00/HR
1 Person Survey Crew	\$113.00/HR
2 Person Hy-Drone Crew	\$368.00/HR
2 Person UAV Drone Crew	\$254.00/HR
Construction Manager III.....	\$302.00/HR
Construction Manager II.....	\$249.00/HR
Construction Manager I.....	\$201.00/HR
Construction Observer III	\$168.00/HR
Construction Observer II	\$141.00/HR
Construction Observer I	\$119.00/HR
Sr. Right-of-Way Agent III or ROW Project Manager III.....	\$263.00/HR
Sr. Right-of-Way Agent II or ROW Project Manager II.....	\$210.00/HR
Sr. Right-of-Way Agent I or ROW Project Manager I.....	\$189.00/HR
Right-of-Way Agent III or ROW Attorney.....	\$168.00/HR
Right-of-Way Agent II.....	\$147.00/HR

(Continued)

Right-of-Way Agent I.....	\$116.00/HR
Right-of-Way Technician.....	\$105.00/HR
Administrative	\$113.00/HR
Clerical.....	\$86.00/HR
Field Data Device	\$40.00/HR/unit

SUBSURFACE UTILITY ENGINEERING

Two-Man Designating Crew (4-Hour Minimum)	\$184/HR
One-Man Designating Crew (4-Hour Minimum)	\$119/HR
Vacuum Excavation Truck with 2 Technicians (Vac 6000) (4-Hour Minimum).....	\$341/HR
Vacuum Excavation Truck with 2 Technicians (Vac 3000 & 4000) (4-Hour Minimum).....	\$319/HR
Ground Penetrating Radar with 1 Technician (4-Hour Minimum)	\$281/HR
Traffic Control Officer.....	@ Cost + 10%
Traffic Control (Lane Closures, etc.)	To Be Negotiated
Permits (Local, State, etc.).....	@ Cost + 10%
Designation, Location & Traffic Control Vehicles.....	\$6.50/Mile

REIMBURSABLE EXPENSES

Technology Fee (*)	\$3.75/HR
Consultant or Specialty Contractor (Outside Firm)	@ Cost + 10%
Courier, Special Equipment Rental	@ Cost + 10%
Reasonable Out of Town Travel Expenses (Air, Hotel, Rental, etc.)	@ Cost
Mileage (Standard Car or Truck).....	IRS Approved Rate
Per Diem for Out of Town Travel (Per Day/Person)	GSA Standard Rate/Day
Title Plant Charges	@ Cost + 10%
Other Misc. Expenses Related to the Project.....	@ Cost + 10%

In-House Reproduction:

- Copies (Up to 11" x 17").....\$0.15/Each
- Color Prints (Up to 11" x 17")
- Color Prints (Larger than 11" x 17")
- Bluelines (All Sizes)
- Bond Prints (All Sizes)
- Mylar Prints
- Vellum Prints

(*) Technology charges added to each billable man-hour.



EXECUTIVE SUMMARY
02/02/2023

AGENDA SUBJECT:

Approval of Amendment No. 7 to Task Order HAI-2 to Halff Associates for the design and construction of Lakewood Park (CIP Project 18-CIP+002) providing for additional documentation and a report for the correction to the required soil mitigation and compensatory cut to comply with the requirements of the Upper Brushy Creek Water Control Improvements District increasing the contract amount by \$5,000.00 for a new total contract amount of \$939,017.00; authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

The construction of the new Lakewood Park was designed by Halff Associates, as City of Leander project 18-CIP-002. The General Construction contract was awarded to Prime Construction Company Inc, on July 19, 2018, in the amount of \$8,086,921.10 to construct the new park. Construction required excavation within areas of the UBCWCID inundation easement of dam #3. As part of the construction closeout, City received correspondence from Halff Associates that the volume of required excavation conducted by the contractor did not conform to the amounts as specified in the approved construction documents and UBCWCID permit. The park's grand opening was September 4, 2020. Since the opening of the park, the City and Prime Construction Company have been in discussions on mitigation of the required volume excavation in accordance with the UBCWCID permit. As part of closing out the original project, there has been arbitration between the Bonding Company and the City to reach an agreement in regard to the missing excavation and removal of excess soil. The arbitrator has requested additional information and a finalized report from Halff Associates. Halff Associates submitted a proposal for additional documentation and final report to comply with the arbitrator's request. Halff Associates' proposal of \$5,000.00, will be added for a total contractual amount of \$939,017.00.

HISTORY/TIMELINE:

06/02/2016 City Council approved design contract with Halff Associates for \$564,800.00
11/16/2016 City Manager executed Task Order Halff Associates for \$637,700.00
05/03/2018 City Council approved second restroom near kayak launch for \$65,390.00 for new HAI-2 agreement amount \$703,090.00
07/19/2018 City Council approved awarded Prime Construction Company contract to construct Lakewood Park for \$8,086,921.10
07/08/2019 Park Director approved performance stage concept plans for \$3,000.00 for new HAI-2 agreement amount \$706,090.00
10/17/2019 City Council approved design of performance stage for \$1,500,000.00
11/06/2019 City Manager executed performance stage \$125,230.00 for HAI-2 agreement;
11/05/2019 Parks Director approved additional construction observation and time \$19,667.00 for new HAI-2 agreement amount \$850,987.00
03/05/2020 City Manager executed complete construction for \$49,500.00 for new HAI-2 agreement amount \$892,487.00
07/07/2022 City Council approved Amendment No. 6 for \$41,530.00 for new HAI-2 agreement amount \$934,017.00
11/07/2022 City Staff and Legal met with Arbitrator regarding surety claim

RECOMMENDATION:

Staff recommends approval of Amendment No. 7 to Task Order HAI-2, for \$5,000.00, for a total contractual amount of \$939,017.00; and authorize the City Manager to execute any and all necessary documents.

PRESENTER:

Tony Bettis, PMP, CIP Project Manager

Fiscal Impact

Amount requested: \$5,000.00
Approved in current budget (Yes / No): Yes
Expenditure (New / Amended): New
Recurring or one-time: One-Time
Fund source (Operating / Utility / etc.): GO Bonds 2018

Attachments

1. Task Order HAI-2 - Amendment 7
2. Proposal for Amendment 7

TASK ORDER FOR PROFESSIONAL SERVICES

AMENDMENT No. 7 TO TASK ORDER HAI-2

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

LAKEWOOD PARK

A. PROJECT DESCRIPTION

The construction of the new Lakewood Park was designed by Halff Associates, Inc. starting November 16, 2016. The general construction contract was awarded to Prime Construction Company Inc, on July 19, 2018, to construct the new park. Construction required excavation within areas of the UBCWCID (Upper Brushy Creek Water Control and Improvement District) inundation easement of dam #3. As part of the construction closeout, City received correspondence from Halff Associates that the volume of required excavation conducted by the contractor did not conform to the amounts as specified in the approved construction documents and the UBCWCID permit. The park's grand opening was September 4, 2020. Since the opening of the park, the City and Prime Construction Company have been in discussions on mitigation of the required volume excavation in accordance with the UBCWCID permit. To prevent permitting issues for other City projects within the UBCWCID jurisdiction, the City requested a proposal from Halff Associates for professional services for an anticipated City procurement of a new general contractor to conduct the required additional excavation associated with the Lakewood Park project, to bring it into compliance.

B. SCOPE OF SERVICES

EXHIBIT "A" - Halff Associates, Inc. shall provide updated documentation to the City to use in the mediation process between the City and the Surety and the arbitrator, and to ultimately bring the Lakewood Park park project to closure with compliance in accordance with the UBCWCID existing permit, as noted in their attached Additional Services Proposal #8.

C. DELIVERABLES

EXHIBIT "A" - Halff Associates, Inc. will provide updated documentation as described in the attached Additional Services Proposal #8.

D. BASIS OF COMPENSATION

The total compensation for the additional work at Lakewood Park shall be based on a unit hourly fee of \$5,000.00. The City shall make payments to the Engineer for performing the engineering services described on a monthly billing basis in accordance with monthly statements submitted by the Engineer and approved by the City. Final payment shall be due upon completion of the services described.

E. TIME FOR COMPLETION

The Engineer will work expeditiously to complete the services described herein. Design phase services are anticipated to take approximately 5 business days from agreement approval.

Halff Associates, Inc. will begin work as soon as authorized and as services are requested. Design and construction phase services are anticipated to be completed within 5 business days after notice to proceed.

APPROVED:

CITY OF LEANDER, TEXAS

By Richard B. Beverlin III

Title City Manager

Attest _____

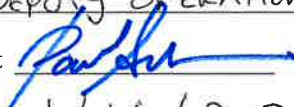
Date _____

ACCEPTED:

HALFF ASSOCIATES, INC.

By 

Title DEPUTY OPERATIONS MANAGER

Attest 

Date 1/16/2023

EXHIBIT “A”

Additional Services Proposal #8

LAKEWOOD PARK

CITY of Leander, Texas

General Scope

The purpose of the additional services proposed herein, as provided by Halff Associates, Inc. (Consultant), is to provide professional consulting services at the request of the City of Leander (City) as a result of the December 14, 2022 meeting with Mr. Dan Grimsbo, Mr. Tony Bettis, Ms. Emily Truman, and Mr. Sarvesh Dhakal. This requested scope will serve as additional services to the original contract executed by the City and Consultant dated June 17, 2016 and subsequent contract amendments. It is the understanding of the Consultant that the City previously filed with the Surety Company on behalf of the General Contractor (Contractor) for the Lake Lakewood Park Project (Project). City has requested the assistance of the Consultant for the preparation of updated documentation for use in the mediation process and to ultimately bring closure to the Upper Brushy Creek Water Control and Improvement District (UBCWCID) permit.

This scope of services incorporates language coordinated via email between the Consultant and City attorney Barbara Boulware-Wells on 12/16/22 and further clarified on 12/30/22.

Program

Consultant shall provide additional services for the following program items:

- Preparation of a supplemental memo (sign and sealed by a Texas Professional Engineer) to serve as documentation of the results of the analysis performed to date by the Consultant demonstrating the as-built condition as it relates to the UBCWCID compensatory cut required by the permit of the Project.
- Preparation of exhibits (up to three (3)) which show on behalf of the City that the contractor did not perform the necessary grading as proposed by the approved/permitted construction drawings and a proposed location from which to perform grading that respects the installed improvements while accomplishing the compensatory cut necessary to comply with UBCWCID permit.

Process of Services

Given the above stated general scope and program we will provide the following services:

Phase 1: Final Compensatory Cut Memorandum (total 4 week duration, plus City review time)

The Consultant will, as a supplement to the November 24, 2020 memorandum titled ‘Lake Lakewood Compensatory Cut Required for UBCWCID,’ prepare a final memo/report documenting the data used and analysis undertaken to date regarding the compensatory cut required by the UBCWCID permit for the City’s use.

Professional Services will include the following:

Task A – Update/Supplement to the November 2020 memorandum to include only the following two heat map data comparisons:

1. Heat map comparison of (i) Halff Grading Plan to (ii) Original Topo – preconstruction – i.e. info provided to Halff for the purposes of design – Halff data plus Pape Dawson data as directed by the City of Leander.
Note: This heat map corresponds with data provided to WCID with original design and as described under B.1. below.
2. Heat map comparison of (i) Halff Grading Plan to (iii) Halff data (2020) plus (iv) the additional information provided by contractor (which has not been confirmed by Halff).

Task B – Prepare and provide supporting data and calculations to show how the following values were determined:

1. The original plan (construction documents – required that 10,630 cubic yards of materials to be removed in order to meet the WCID requirements.
Note: Grading Plan and Drainage Area Map were submitted as part of the Permit applications that were approved by Leander and WCID and this application included the information requested under this item B.1. – calculations were performed via computer based iterative calculations methods (models) based upon impervious cover, grading and other factors, including 25% compensatory cut within the inundation easement.
2. Based upon the information provided by Contractor (iv) and supplemented by Halff via scanning techniques/measurement (iii) performed in 2020, 1,627 cubic yards of material were placed/filled in the specific WCID areas, not cut as specified by the construction documents; and
3. Pursuant to the 2020 data 12,257 cubic yards need to be removed from the site in order to achieve compliance with WCID requirements (the calculations related to these ‘B’ tasks will be based upon the original construction documents and not the instrument(s) described as item ‘C’, below.

Task C – Prepare an updated grading plan exhibit (not sealed and identified as not being for construction) that uses the topographic data acquired by Halff August 2022 (updated and limited design survey) as the new baseline conditions. Noting that there are some site changes and improvements that have occurred since the original grading plan was prepared. This updated grading plan is being prepared to achieve the WCID goals while respecting the current improvements (under separate contract). The grading plan is currently at a 30% design milestone and under City review and comment. The 30% design will be utilized for this exhibit and will not be maintained as that design progresses.

Deliverables

Halff will provide an updated unsealed draft memorandum for the purpose of gaining input and comments from City and City’s legal counsel.

-Draft memorandum (PDF) and up to three (3) draft exhibits (PDF)

Upon written comment or otherwise direction from the City to proceed, Halff will then finalize the documentation incorporating review comments and input, or providing a comment response as to why comment/input could not be incorporated.

-Final sealed memorandum (PDF) and up to three (3) accompanying exhibits (PDF)

Future Tasks – Additional Written Approval from Leander will be required prior to commencement of services if deemed necessary – Additional services discussed but not included in the scope above:

-Improvement survey, including topography (not a ALTA survey) field activities, office related surveying activities.

FEE SCHEDULE & REIMBURSABLE EXPENSES

For the services stated previously, the hourly fee for this phase shall be based on the following rate schedule. Billing will occur on a monthly cycle, based on hours of work performed per phase and completed during the previous time period. If additional effort is required beyond the estimated effort below, formal approval of the City is required prior to any additional effort being undertaken by the Consultant.

ADDITIONAL SERVICE

FEES

Phase I - Final Compensatory Cut Memorandum	\$5,000
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TOTAL FOR BASIC SERVICES	\$5,000
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ITEMS PROVIDED BY THE OWNER

1. A designated City representative who will serve as the sole and primary point of contact with the Consultant.
2. Timely review and comments pertaining to draft deliverables.
3. Formal correspondence, both written and verbal, with the Surety company.
4. Will provide information as requested by the Consultant within 5 business days of the request. Requested information will consist solely of documents, information and other as deemed necessary by the Consultant for completion of Additional Services Proposal #8.

ITEMS EXCLUDED FROM THE SCOPE OF SERVICES

1. Jurisdictional Approved permits on any kind
2. Litigation and subpoena support beyond the preparation of the above memo and exhibits
3. Legal services of any kind
4. Topographical survey of any kind
5. Land survey of any kind
6. Construction Plan documents of any kind
7. Coordination with local governmental entities or attendance of public meetings
8. Coordination or meetings of any kind with Surety Companies associated with the Lake Lakewood project

Services shall be provided at the following hourly rates for individuals approved by the City to perform these services. Any additional services not covered in the current scope of work, shall be performed by the Consultant, and will be compensated only after an amendment to this contract has been agreed upon in writing between the Consultant and the City of Leander, Texas.

Hourly Rate Table

Job Title	Hourly Rate
Civil Project Principle	\$ 309.00
Civil Project Manager/Sr. QC	\$ 235.00
Senior Project Engineer (PE)	\$ 200.00
Project Engineer IV (PE)	\$ 185.00
Project Engineer III (PE)	\$ 175.00
Project Engineer II (PE)	\$ 150.00
Project Engineer I (PE)	\$ 130.00
Engineer in Training II	\$ 115.00
Engineer in Training I	\$ 90.00
CADD Production Manager	\$ 190.00
CADD/GIS Tech II	\$ 95.00
CADD/GIS Tech I	\$ 60.00
Senior Structural Engineer	\$ 190.00
Structural Engineer	\$ 135.00
Structural CADD Tech	\$ 95.00
Survey Manager (RPLS)	\$ 225.00
Surveyor (RPLS)	\$ 165.00
Geospatial Manager	\$ 210.00
Survey/SUE Tech	\$ 100.00
Survey Crew (2-man)	\$ 175.00
Survey Crew (3-man)	\$ 235.00
Landscape Architect Principle	\$ 338.00
Landscape Architect Director	\$ 225.00
Sr. Landscape Architect	\$ 160.00
Landscape Designer	\$ 120.00
Sr. Architect Director	\$ 225.00
Architect	\$ 185.00
Office Tech V	\$ 181.00
Administration	\$ 79.00



EXECUTIVE SUMMARY
02/02/2023

AGENDA SUBJECT:

Approval of a variance of Article 8.04, Noise, Section 8.04.001(a) (11) in the hours of construction work to Lendi Home Builders, LLC to provide for construction activities for the Crystal Falls Town Center Phase 2 Lot 1 project (21-SD-020) located on 1890 Crystal Falls Parkway, Leander Texas, to begin construction at 4:00 a.m. from February 3, 2023 to March 3, 2023; and require the contractor to post notifications for nearby tenants a minimum of forty-eight (48) hours in advance of the activities.

BACKGROUND:

Lendi Home Builders, LLC is requesting permission for construction activities to begin at 4:00 a.m. from February 3 to March 3 (weather dependent) for eight (8) concrete pours at the Crystal Falls Town Center Phase 2 Lot 1 site (see attached request). Lendi Home Builders, LLC will make every attempt to notify the residents adjacent to the jobsite. They will also post a notification forty-eight (48) hours in advance of the construction activity in and around the property for the residents to view.

APPLICANT/AGENT:

Lendi Home Builders, LLC
Laxman Patil, Manager

RECOMMENDATION:

Staff recommends approval for a variance of the City's Noise Ordinance for construction activities as described in the attached request from Lendi Home Builders, LLC for the Crystal Falls Town Center Phase 2 Lot 1 project.

PRESENTER:

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

Attachments

1. Noise Variance Application



Engineering Department

Temporary Noise Variance Application

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

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

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

Concrete Pours planned to be started at 4.00 am. We would like to start the pours early for the efficiency of the crews that will be working on concrete and have items completed early morning.

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

Concrete Trucks, Concrete Pumps Trucks, Lights to support pour, and vehicle of supporting craft.

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

Controlled access for the vehicles, notification to the neighbors, No alarms whistles or sirens used. Controlled backing of the vehicle truck traffic



Engineering Department Temporary Noise Variance Application

Project Address: _1890 Crystal Falls Parkway, Leander Texas 78641 OR
Location: **21-SD-020 Crystal Falls Town Center Phase 2 Lot 1**

Description of Work:

Parking lot and sidewalk concrete Pours for the 35,000 SF space. Total Concrete pours about 700 CY.
Pours will be divided into 8 pours of around 50-250 CY.

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

Start Date: __Feb 3 2023_____ Start Time: __4:00 am_____

Finish Date: __March 3 2023_____ Finish Time: __5 pm_____

Applicant Information:

Name: __Laxman Patil__ Company _Lendi Home Builders, LLC_ Position: __Manager_____

Address: _26603 Clear Mill Ln, Katy, TX 77494_ Phone: _806-470-9432_ E-mail: lpatil@saienc.com

Contractor Information:

Name: _Barry Roe_____ Company __JB Concrete_____ Position: _Manager_____

Address: _9500 W Parmer Ln, Austin TX 78717__ Phone: _512-731-9285_ E-mail: jbroe@live.com

Site #1 - 1890 Crystal Falls Parkway, Leander Texas





EXECUTIVE SUMMARY
02/02/2023

AGENDA SUBJECT:

Approval of a variance of Article 8.04, Noise, Section 8.04.001(a) (11) in the hours of construction work to Lendi Home Builders, LLC to provide for construction activities for the Crossing at Crystal Falls Phase 5 Swadeshi Plaza project (21-SD-045) located on 10745 Crystal Falls Parkway, Lot 4 of Cantwell Tract, Leander Texas to begin construction at 4:00 a.m. from February 3, 2023 to April 30, 2023; and require the contractor to post notifications for nearby tenants a minimum of forty-eight (48) hours in advance of the activities.

BACKGROUND:

Lendi Home Builders, LLC is requesting permission for construction activities to begin at 4:00 a.m. from February 3 to April 30 (weather dependent), for fifty (50) concrete pours at the Crossing at Crystal Falls Phase 5 Swadeshi Plaza site (see attached request). Lendi Home Builders, LLC will make every attempt to notify the residents that are adjacent to the jobsite, and they will also post forty-eight (48)- hour advance notices in and around the property for the residents to view.

APPLICANT/AGENT:

Lendi Home Builders, LLC
Laxman Patil, Manager

RECOMMENDATION:

Staff recommends approval for a variance of the City's Noise Ordinance for construction activities as described in the attached request from Lendi Home Builders, LLC for the Crossing at Crystal Falls Phase 5 Swadeshi Plaza project.

PRESENTER:

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

Attachments

1. Noise Variance Application



Engineering Department

Temporary Noise Variance Application

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

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

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

Concrete Pours planned to be started at 4.00 am. We would like to start the pours early for the efficiency of the crews that will be working on concrete and have items completed early morning.

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

Concrete Trucks, Concrete Pumps Trucks, Lights to support pour, and vehicle of supporting craft.

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

Controlled access for the vehicles, notification to the neighbors, No alarms whistles or sirens used. Controlled backing of the vehicle truck traffic



Engineering Department Temporary Noise Variance Application

Project Address: _10745 Crystal Falls Parkway, Lot 4 of Cantwell Tract Leander Texas 78641 OR
Location: **21-SD-045 Crossing at Crystal Falls Phase 5 Swadeshi Plaza Site**

Description of Work:

Building Pad, Parking lot and sidewalk concrete Pours. Total Concrete pours about 5000 CY.
Pours will be divided into 50 pours of around 50-250 CY. Pours will be planned to be started as early 4.00 am

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

Start Date: __Feb 3 2023_____ Start Time: __4:00 am_____

Finish Date: __April 30 2023_____ Finish Time: __5 pm_____

Applicant Information:

Name: __Laxman Patil__ Company _Lendi Home Builders, LLC_ Position: __Manager_____

Address: _26603 Clear Mill Ln, Katy, TX 77494 Phone: _806-470-9432 E-mail: lpatil@saienc.com

Contractor Information:

Name: _Barry Roe_____ Company __JB Concrete_____ Position: _Manager_____

Address: _9500 W Parmer Ln, Austin TX 78717__ Phone: _512-731-9285 E-mail: jbroe@live.com

Site # 2 - 10745 E Crystal Falls Parkway, Leander Texas





EXECUTIVE SUMMARY
02/02/2023

AGENDA SUBJECT:

Acceptance of public infrastructure improvements for Travisso Phase 4 Sections 4 and 5 Subdivision.

BACKGROUND:

The Public infrastructure improvements required for the Travisso Phase 4 Sections 4 and 5 Subdivision have been installed, inspected, and are satisfactorily completed. All documentation required for acceptance of this subdivision have been received, including record drawings, statement of substantial completion prepared by a professional engineer licensed in the State of Texas, copies of all inspection reports and certified test results, electronic files of the improvements and final plat, affidavit of all bills paid, and a two (2)- year term maintenance bond.

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

RECOMMENDATION:

Staff recommends City Council's formal acceptance of the public infrastructure improvements for Travisso Phase 4 Sections 4 and 5 Subdivision.

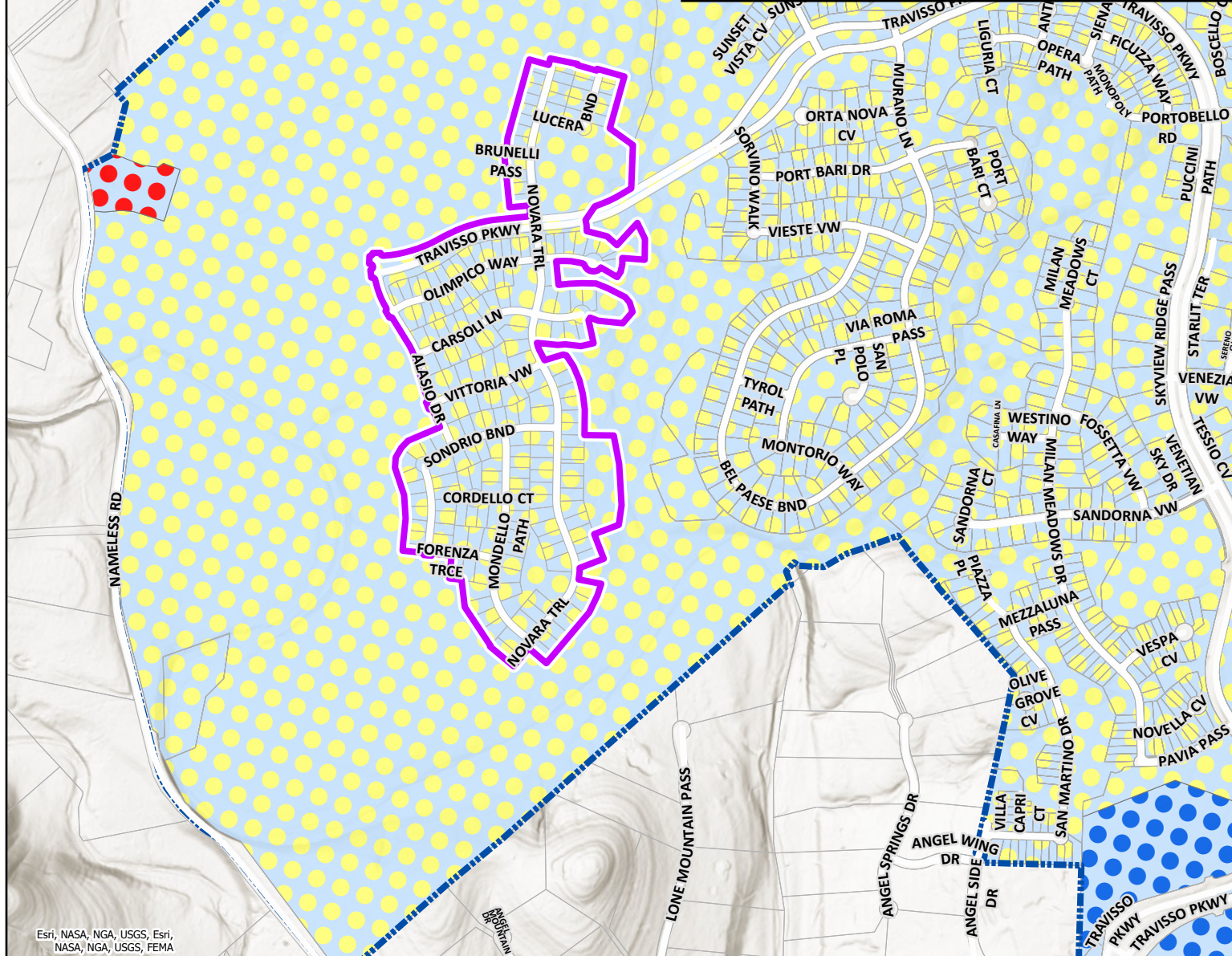
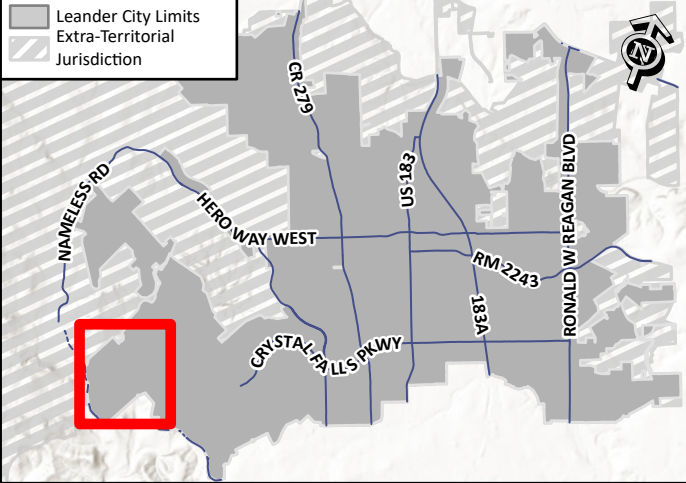
PRESENTER:

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

Attachments

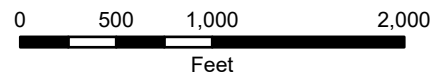
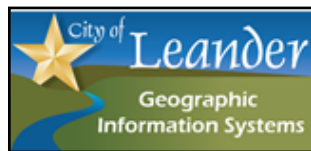
1. Acceptance Documents - Travisso Ph 4 Sec 4 & 5

 Leander City Limits
 Extra-Territorial Jurisdiction



Esri, NASA, NGA, USGS, Esri,
NASA, NGA, USGS, FEMA

Travisso Ph 4 Sec 4 & 5 - 20-PICP-044





December 5, 2022

Brad Garner
Travisso LTD
9601 Amberglen Blvd., Suite 200
Austin, TX 78729

TDLR Project No.: TABS2021005606

PROJECT:

Travisso Phase 4 Sections 4 & 5
Travisso Parkway
Leander, TX 78641

CORRECTIVE MODIFICATIONS – NO VIOLATIONS

Dear Brad:

Your submittal regarding the referenced violations pending report has been reviewed. We are pleased to inform you that all items cited in the inspection report appear to be in substantial compliance with requirements of the Texas Government Code, Chapter 469.

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

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

Please reference the TDLR Project Number in all future correspondence pertaining to this project.

Sincerely,

A handwritten signature in black ink, appearing to read 'Arturo Pinero', with a stylized flourish at the end.

Arturo Pinero, RAS #1551

January 19, 2023

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

RE: Travisso, Phase 4, Sections 4 & 5 - Subdivision Improvements
App. No.: 20-PICP-044
Engineer's Concurrence

Dear Ms. Truman,

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

Please note that this does not include the pending completion of Street Light improvements by PEC.

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

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


Michael Fisher, P.E.
Senior Vice President



H:\Projects\508\92\37\301 Construction Documents\Documents\Plan Processing\City\Closeout\Concurrence Letter\TR PH 4 SEC 4 & 5 - ENGINEERS
CONCURRENCE.docx

November 3, 2022

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

RE: Travisso Phase 4, Sections 4 & 5
App. No.: 20-PICP-044
Final Cost Certification

Dear Mr. Dhakal:

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

Final Plat Legal Name as Recorded: Travisso Phase 4, Section 4 & Travisso Phase 4, Section 5.
Name on Approved Construction Documents: Travisso Phase 4, Sections 4 & 5.
Name on Bank Bond for Fiscal Posting: Travisso Phase 4, Sections 4 & 5 Public Improvements Construction Plans (20-PICP-044).

COST SUMMARY

Street Improvements:	\$	2,960,517.15
Water Improvements:	\$	1,312,998.00
Reclaimed Water Improvements:	\$	193,293.00
Wastewater Improvements:	\$	3,026,824.96
Erosion and Sedimentation Control Improvements:	\$	511,318.71
Drainage Improvements:	\$	3,344,892.50
TOTAL:	\$	11,349,844.32

MAINTENANCE BOND

Total Improvements	\$ 11,349,844.32
Maintenance Bond (10%)	\$ 1,134,984.43

INSPECTION FEES

Total Cost of Improvements	\$11,349,844.32
3.5% Inspection Fees Owed to City	\$ 397,244.55
Inspection Fees Paid at Submittal	\$ 344,264.50
Inspection Fees Owed to City	\$ 52,980.05

ENGINEER'S CONTACT INFORMATION

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

Please call if you have any questions.

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



Michael Fisher, P.E.
Senior Vice President



MAINTENANCE BOND
Subdivision Improvements

Bond No. 800131760

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that CC Carlton Industries, Ltd.
as Principal, whose address is 3102 Bee Caves Ste. 200, Austin, TX 78746 and
Atlantic Specialty Insurance Company a Corporation organized under the
laws of the State of NY, and duly authorized to do business in the State of Texas, as
Surety, are held and firmly bound unto the City of Leander, Texas as Obligee, in the penal sum
of One Million, One Hundred Thirty-Four Thousand, Nine Hundred Eighty-Four And
43/100 Dollars (\$1,134,984.43) to which payment will and truly to be made we do bind
ourselves, our and each of our heirs, executors, administrators, successors and assigns jointly and
severally, firmly by these presents.

WHEREAS, the said Principal has constructed Travisso Phase 4, Sections 4 & 5 Public
Improvements Construction Plans (20-PICP-044) (the "improvements") pursuant to the
ordinances of the Obligee, which ordinances are hereby expressly made a part hereof as though
the same were written and embodied herein;

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 4th day of November, 2022.

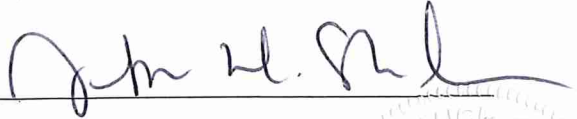
CC Carlton Industries, Ltd.
Principal

By: 

Title: PRESIDENT

Address: 3102 Bee Caves Rd Ste. 200
Austin, TX 78746

Atlantic Specialty Insurance Company
Surety

By: 

Title: John W. Schuler, Attorney-in-fact

Address: _____
14160 N Dallas Pkwy Ste. 760
Dallas, TX 75254

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

Time Insurance Agency

1405 E. Riverside Drive, Austin, TX 78741

(Seal)

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

STATE OF TEXAS
COUNTY OF

Date: 11/08/22

Developer: Travisso, ltd.

Contractor/Material
Provider ("Affiant"): C.C. Carlton Industries, Ltd.

Project: Travisso Phase 4 - Section 4 & 5 Public Improvement construction Plans 20 -PICP-044/ 21-FDP-002

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

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

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

SUBSCRIBED AND SWORN TO BY Affiant on this 8TH day of NOVEMBER, 2022.

Initialed: HT

AFFIANT:

Signature: Heath Taylor

Typed Name: Heath Taylor

Title: Sr. Project Manager

STATE OF TEXAS
COUNTY OF TEXAS

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 8TH day of NOVEMBER 2022.

[S E A L]

Notary in and for the State of Texas

Name: JOSHUA BOLlich

My commission expires: 03/11/2026

Initialed: _____



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.

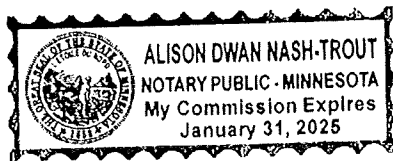
STATE OF MINNESOTA
HENNEPIN COUNTY



By


Paul J. Brehm, Senior Vice President

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.

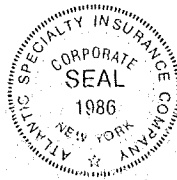


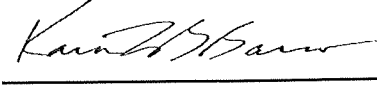

Notary Public

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 4th day of November, 2022

This Power of Attorney expires
January 31, 2025




Kara Barrow, Secretary

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your agent.

You may call your Insurance Carrier's toll-free telephone number for information or to make a complaint at:

1-800-321-2721

You may also write to your Insurance Carrier
at

Atlantic Specialty Insurance Company
Paralegal

605 Highway 169 North, Suite 800
Plymouth, MN 55441

1-781-332-7671

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

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104, Austin, TX 78714-9104

Fax: (512) 490-1007

Web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

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

ATTACH THIS NOTICE TO YOUR POLICY:

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

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con su agente.

Usted puede llamar al numero de telefono gratis de su compa ia de seguros para informacion o para someter una queja al:

1-800-321-2721

Usted tambien puede escribir a su compa ia de seguros en:

Atlantic Specialty Insurance Company
Paralegal

605 Highway 169 North, Suite 800
Plymouth, MN 55441

1-781-332-7671

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

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104, Austin, TX 78714

Fax: (512) 490-1007

Web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

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

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



EXECUTIVE SUMMARY

02/02/2023

AGENDA SUBJECT:

Approval of an Ordinance amending Code of Ordinances, Section 6.07.063 of the Leander Stormwater Ordinance.

BACKGROUND:

Leander currently has a Stormwater Ordinance that was adopted in 2015. The intent of the ordinance is to maintain and improve the quality of surface water and groundwater. It also requires the City to facilitate compliance with state and federal water quality standards, limitations, and permits by owners and operators of industrial activities and construction sites within the City.

The current ordinance language for single-family and two-family residential developments states the City will maintain the functionality of a stormwater pond which includes removal of silt, litter, and other debris from all catch basins, inlets, and drainage pipes as well as maintaining the functionality of water quality improvements contained in open channels, detention, and water quality areas in accordance with the functional design specifications of the facility.

The HOA's responsibilities include aesthetics that includes cutting grass, removal of litter and debris, vegetation and tree removal, and maintenance or replacement of landscape vegetation and trees within open channels, detention and water quality areas. If a stormwater pond were to be in disrepair, and it pertained to the functionality of the pond, the City would cover the expense & perform the needed repairs of that particular pond.

While this requirement has good intentions, it has exhausted all resources in the Public Works Department in trying to achieve compliance for all single-family and two-family residential developments in the City. The crews cannot keep up with the ever-growing developments happening in the City in conjunction with maintaining ponds.

All ponds accepted by the City prior to this change will continue under the conditions of shared maintenance of the current ordinance. Commercial and multi-family properties perform their own functional and aesthetic maintenance without City assistance, as the current ordinance stipulates that these projects as privately maintained.

RECOMMENDATION:

Staff recommends amending the Stormwater Ordinance to revise the maintenance obligation provisions for future single-family and two-family residential development. The newly proposed provision includes placing all responsibility of the pond maintenance solely on the HOA's or property owner. They will be required to file a maintenance plan with the County Real Property Records. This will give the City ample opportunities to focus on ponds it is currently maintaining without adding additional future ponds.

PRESENTER:

Patrick Wells, Stormwater Program
Emily Truman, P.E., CFM, PMP, City Engineer

Attachments

1. Ordinance
2. Ordinance Redline

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF LEANDER, TEXAS BY ADDING ARTICLE 6.07 TO CHAPTER 6, REGULATING STORM WATER POLLUTION CONTROL; REGULATING THE DISCHARGE OF POLLUTANTS INTO THE MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) OR CONVEYANCES; ESTABLISHING A FINE OF NO MORE THAN \$2,000 FOR ANY VIOLATION OF THE ORDINANCE; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Chapter 26 of the Texas Water Code and Chapter 402 of the Clean Water Act provides for Regulation of Storm Water Pollution Control; and

WHEREAS, it is the intent of this Ordinance to maintain and improve the quality of surface water and groundwater within the City of Leander and the State of Texas; and

WHEREAS, it is the intent of this Ordinance to facilitate compliance with state and federal water quality standards, limitations, and permits by owners and operators of industrial activities and construction sites within the City; and

WHEREAS, it is the intent of this Ordinance to prohibit the discharge of contaminated storm water runoff from industrial, commercial, residential and construction sites into the municipal separate storm sewer system (the, “MS4”) and natural waters within the City of Leander; and

WHEREAS, it is the intent of this Ordinance to prohibit and focus on eliminating illicit discharges to the MS4, require construction site best management practices for erosion and sediment controls within the MS4, require development requirements to regulate discharges from new development and redevelopment projects within the MS4; and

WHEREAS, it is the intent of this Ordinance to allow for the establishment of programs and procedures to address maintenance and inspection of properties discharging into the MS4 and sampling of such discharges; and

WHEREAS, the City is authorized to prohibit illicit discharges and illicit connections in accordance with Chapter 26, Texas Water Code, the City Charter, and TPDES Phase II MS4 Permit TXR040000;

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

Section 1. Findings of Fact. The above and foregoing recitals are hereby found to be true and correct and are incorporated herein as findings of fact.

Section 2. Amendment of Ordinance.

Article 6.07, of the City of Leander, Texas, Code of Ordinances, is hereby replaced in its entirety by those ordinances attached hereto as **Exhibit A.**

Section 3. Severability.

If any provision of this Ordinance is illegal, invalid, or unenforceable under present or future laws, the remainder of this Ordinance will not be affected and, in lieu of each illegal, invalid, or unenforceable provision, a provision as similar in terms to the illegal, invalid, or unenforceable provision as is possible and is legal, valid, and enforceable will be added to this Ordinance.

Section 4. Effective Date.

This Ordinance will become effective upon its adoption, passage by the City Council in accordance with the procedures on the date of passage as required and publication as required by law.

Section 5. Open Meetings.

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

PASSED AND APPROVED this ____ day of _____, 20____.

CITY OF LEANDER, TEXAS

By: _____

Christine Delisle, Mayor

ATTEST:

Dara Crabtree, City Secretary

Exhibit “A”

ARTICLE 6.07. STORM WATER POLLUTION PREVENTION CONTROL

DIVISION 1. GENERAL PROVISIONS

Sec. 6.07.001 SHORT TITLE

This article shall be known, and may be cited, as the Storm Water Pollution Control Ordinance of the City of Leander, Texas.

Sec. 6.07.002 ADMINISTRATION

The City Manager, or designee, shall implement and enforce the provisions of this Article, except for public works construction projects and municipal operations that are administered or controlled by another City department. For public works construction projects that are administered, performed, contracted, or funded (in whole or in part) by the City, the Director of the City department that is administering, performing, or contracting for the construction project shall implement and enforce the provisions of this Article. The Director of each City department shall also implement and enforce the provisions of this Article for all municipal operations under his/her direction. Any powers granted to or duties imposed in this Article upon the City Engineer or the Director of another City department may be delegated by the City Manager to other City personnel.

Sec. 6.07.003 DEFINITIONS

The following abbreviations when used in this Article shall have the designated meanings:

BMP	- Best Management Practices
BOD	-Five Day Biochemical Oxygen Demand
CFR	-Code of Federal Regulations
COD	-Chemical Oxygen Demand
CSCE	-Comprehensive Site Compliance Evaluation
CWA	- Clean Water Act
City	-City of Leander
EPA	-U.S. Environmental Protection Agency
EDGCS	-Engineering Design Guidelines and Construction Standards
HHW	-Household Hazardous Waste
LPE	-Licensed Professional Engineer
Mg/l	-Milligrams per liter
MEP	-Maximum Extent Practicable
MS4	-Municipal Separate Storm Sewer System
MSGP	-Multi-Sector General Permit
NEC	-No Exposure Certification
NOC	-Notice of Change
NOI	-Notice of Intent
NOT	-Notice of Termination

PCMOM	-Post-Construction Maintenance and Operation Manual
ESCP	-Erosion and sedimentation control plan
pH	-Measure of Acidity or Alkalinity
POTW	-Publicly Owned Treatment Works
PPM	-Parts per million
PST	-Petroleum Storage Tank
SWPPP	-Storm Water Pollution Prevention Plan
TCEQ	-Texas Commission on Environmental Quality
TPDES	-Texas Pollutant Discharge Elimination System
TSS	-Total Suspended Solids
USC	-United States Code

For the purposes of this Article, the following definitions shall apply unless the context indicates or requires a different meaning. Terms not defined herein shall be construed in accordance with customary usage.

BEST MANAGEMENT PRACTICES (BMP). Methods that have been determined to be the most effective, practical means of preventing or reducing pollution from non-point sources, such as pollutants carried by urban runoff. These methods can be structural (e.g., devices, ponds, engineered or constructed to prevent or manage storm water) or non-structural (e.g., policies to reduce imperviousness). BMPs classified as “non-structural” are those that rely predominantly on behavioral changes rather than construction in order to be effective. “Structural” BMPs are engineered or constructed to prevent or manage storm water.

BMPs also include schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the pollution of waters of the United States. BMPs also include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage.

CERTIFICATE OF COMPLETION or CERTIFICATE OF OCCUPANCY. - A document issued by the City certifying a building or site’s compliance with applicable City codes, zoning and other laws, and indicating it to be in a condition suitable for occupancy.

CERTIFIED STORMWATER INSPECTOR. This is a person knowledgeable in the principles and practices of erosion and sediment controls who possesses the skills to assess conditions at the construction site that could impact stormwater quality and to assess the effectiveness of any sediment and erosion controls measures selected to control the quality of stormwater discharges from the construction site.

CLEAN WATER ACT. The federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), and any subsequent amendments thereto.

COMMENCEMENT OF CONSTRUCTION. The initial disturbance of soils associated with clearing, grading, excavating, landfilling, and other construction activities.

COMMERCIAL. Pertaining to any non-residential use or business, trade industry, or other activity engaged in for profit.

CONSTRUCTION ACTIVITY. Activities associated with the disturbance of soils or other earthen materials including, but not limited to, clearing and grubbing, grading, excavating, and demolition or other construction activities.

CONTAMINATED. Containing a harmful quantity of any substance.

CONVEYANCE. Including, but not limited to stream, channel, drainage way, tributary, floodplain, storm drainage system, drainage system appurtenance, curbs, gutters, man-made channels and ditches, drains, pipes, other constructed features designed or used for flood control or to otherwise transport stormwater runoff, waterbody, watercourse, or waterway.

DIRECTOR. City Manager or designee

DISCHARGE. Any addition or introduction of any substance into the Municipal Separate Storm water Sewer System (MS4).

DISCHARGER. Any person who causes, allows, permits, or is otherwise responsible for a discharge, including, but not limited to, any operator of a construction site of industrial facility.

ENGINEERING DESIGN GUIDELINES AND CONSTRUCTION STANDARDS.
The City of Leander guidelines pertaining to the City's engineering practices and standard details as well as local codes & ordinances, including state and federal regulations.

ENVIRONMENTAL PROTECTION AGENCY, U.S. (EPA). The United States Environmental Protection Agency, the regional office thereof, any federal department, agency, or commission that may succeed to the authority of the EPA, and any duly authorized official of the EPA or such successor agency.

EROSION AND SEDIMENTATION CONTROL PLAN (ESCP). A site plan that contains the following information:

1. The outline of the site.
2. A delineation of the area of the site that will be disturbed by construction activities.
3. The general direction of flow of storm water drainage entering and leaving the site. If the drainage patterns will be altered, both the existing and proposed drainage patterns shall be shown.
4. A description of how run-on storm water will be handled, including sheet flow entering the site from adjoining property.

5. A description and the location of any environmentally sensitive area that is located on the site or that adjoins the site and that will receive storm water directly from the site.
6. The boundary line between the site and any adjoining state-owned submerged land. A preliminary boundary line may be used with a preliminary plat. The ESCP shall be amended prior to filing of a final plat, once a final boundary determination has been approved by the General Land Office to reflect any difference between the preliminary boundary line and the approved boundary line.
7. The location of any Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map 100-year floodplain boundaries, floodway boundaries, or FEMA Velocity Zone boundaries that encroach on the site. A preliminary boundary line may be used with a preliminary plat. The ESCP shall be amended prior to filing of a final plat, once a final boundary determination has been made.
8. A description and location of all temporary control measures that will be implemented during construction to control erosion, sedimentation, and the discharge of pollutants into the City's MS4.
9. A description of permanent control measures that will be constructed to control erosion, sedimentation, and the discharge of pollutants into the City's MS4 after construction is completed.
10. Any other information required by the City.

EXTREMELY HAZARDOUS SUBSTANCE. Any substance listed in the Appendices to 40 CFR Part 355, Emergency Planning and Notification, as amended.

FACILITY. Any building, structure, installation, or activity from which there is or may be a discharge of a pollutant.

FERTILIZER. A solid or non-solid substance or compound that contains an essential plant nutrient element in a form available to plants and is used primarily for its essential plant nutrient element content in promoting or stimulating growth of a plant or improving the quality of a crop, or a mixture of two or more fertilizers.

FINAL STABILIZATION. The status when all soil disturbing activities at a site have been completed, and a uniform perennial vegetative cover with a density of 70% of the cover for unpaved areas and areas not covered by permanent structures have been established, or equivalent permanent stabilization measures (such as the use of riprap, gabions, or geotextiles) have been employed.

GARBAGE. Putrescible animal and vegetable waste materials from the handling, preparation, cooking, or consumption of food, including waste materials from markets, storage facilities, and the handling and sale of produce and other food products.

HARMFUL QUANTITY. The amount of any substance due to volume or concentration that will cause pollution.

HAZARDOUS MATERIAL. Any material, including any substance, waste, or combination thereof, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property, or the environment when improperly treated, stored, transported, disposed of, or otherwise managed. This term shall include household hazardous wastes as classified under 40 CFR Part 261, hazardous substances as listed in Table 302.4 of 40 CFR Part 302, as amended, and hazardous wastes identified or listed by the EPA pursuant to 40 CFR Part 261, as amended.

HERBICIDE. A substance or mixture of substances used to destroy a plant or to inhibit plant growth.

HOUSEHOLD HAZARDOUS WASTE. Any solid waste generated in a household by a consumer including, but not limited to, products, such as paints, cleaners, oils, batteries, and pesticides that contain potentially hazardous ingredients that require special care upon disposal.

INSPECTION AND MAINTENANCE AGREEMENT. The agreement entered into between the City and a landowner whereby the landowner permits the City to enter and inspect certain stormwater management facilities.

ILLICIT CONNECTION. Any connection to the MS4 or conveyances that allows for an illicit discharge.

ILLICIT DISCHARGE. Any direct or indirect discharge of pollutant to the MS4 or conveyances, except as specifically exempted in this Article.

INDUSTRIAL ACTIVITY. Any activity at an industrial facility described by the TPDES MULTI SECTOR GENERAL PERMIT, TXR050000, as amended, or by any other TCEQ or TPDES permit including, but not limited to, manufacturing, processing, materials storage, and waste materials disposal.

INDUSTRIAL WASTE. Waste resulting from any process of industry, manufacturing, trade, or business from the development of any natural resource, or any mixture of the waste with water or domestic wastewater, or distinct from domestic wastewater.

MAXIMUM EXTENT PRACTICABLE. The technology-based discharge standard for MS4s established by Section 402(p) of the Federal Clean Water Act, as amended.

MOTOR VEHICLE FLUIDS. Any vehicle crankcase oil, antifreeze, transmission fluid, brake fluid, differential lubricant, gasoline, diesel fuel, gasoline/alcohol blend, and any other fluid used in a motor vehicle.

MULTI-FAMILY DWELLING OR ESTABLISHMENT. A structure designed to accommodate three (3) or more households.

MUNICIPAL OPERATIONS. The day-to-day operation and maintenance activities that have the potential for contributing pollutant runoff to the MS4.

MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4). The storm drainage system owned or operated by the City of Leander, Texas, and designed or used for collecting or conveying storm water which is comprised of the following: the system of conveyances, including, but not limited to, roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains. .

NON-STORM WATER DISCHARGE. Any discharge to the MS4 that is not composed entirely of storm water runoff.

NOTICE OF CHANGE (NOC). The Notice of Change that is required by the TPDES General Permit related to storm water discharges associated with industrial activity.

NOTICE OF INTENT (NOI). The Notice of Intent that is required by either the Industrial General Permit or the Construction General Permit.

NOTICE OF TERMINATION (NOT). The Notice of Termination that is required by either the Construction General Permit, the TPDES General Permit for industrial activity, or other General Permit for the discharge of storm water.

OIL. Any kind of oil in any form, including but not limited to, petroleum, fuel oil, crude oil or any fraction thereof that is liquid at standard conditions of temperature and pressure, sludge, oil refuse, and oil mixed with waste. This term shall include used oil that has become unsuitable for its original purpose because of impurities or the loss of original properties but that may be suitable for further use and is recyclable in compliance with state and federal law.

OPERATOR. The person or persons who, either individually or collectively, meet the following two criteria: 1) have operational control over the facility specifications (including the ability to make modifications in specifications); and 2) have the day-to-day operational control over those activities at the facility necessary to ensure compliance with pollution prevention requirements and any permit conditions.

OWNER. The person who owns a facility or part of a facility.

PERSON. Any individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity, or any other legal entity, or

their legal representatives, agents, lessees, or assigns. This term shall also include all federal, state, and local governmental entities.

POINT SOURCE. Any discernible, confined, and discrete conveyance, including but not limited to, any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, rolling stock, concentrated animal feeding operation, landfill leachate collection system, vessel or other floating craft from which pollutants are or may be discharged. This term does not include return flows from irrigated agriculture or agricultural storm water runoff.

POLLUTANT. Anything which causes or contributes to pollution. Pollutants may include, but are not limited to: paints, varnishes, and solvents; oil and other automotive fluids; non-hazardous liquid and solid wastes and yard wastes; refuse, rubbish, garbage, litter, or other discarded or abandoned objects, and accumulations, so that same may cause or contribute to pollution; floatables; pesticides, herbicides, and fertilizers; hazardous substances and wastes; sewage sludge, filter backwash, fecal coliform and pathogens; dissolved and particulate metals; animal wastes; wastes and residues that result from constructing a building or structure; dredged soil, munitions, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, and industrial, municipal, and agricultural waste discharged into any water in the state and noxious or offensive matter of any kind.

POLLUTION. The alteration of the physical, thermal, chemical, or biological quality of, or the contamination of, any surface water in the State that renders the water harmful, detrimental, or injurious to humans, animal life, vegetation, or property, or to the public health, safety or welfare, or impairs the usefulness or the public enjoyment of the water for any lawful or reasonable purpose.

POST-CONSTRUCTION MAINTENANCE AND OPERATION MANUAL. This Ordinance, applicable ordinances, and City policies which serve as guidance to assist users in establishing proper erosion and pollution control measures to be used during the maintenance and operations of facilities and which outline the City's procedures for complying with water quality regulations, and guides in the selection of BMPs for post-construction maintenance activities and facilities operations related to MS4.

PROFESSIONAL ENGINEER (P.E.). A person who has been duly licensed (and registered if practicing as an individual) by the Texas Board of Professional Engineers and Land Surveyors to engage in the practice of engineering in the State of Texas.

PROPER WORKING ORDER. Means that a Facility is operating in accordance with its design specifications and/or manuals.

QUALIFIED PERSONNEL. Persons who possesses the appropriate competence, skills, and ability (as demonstrated by sufficient education, training, experience, and/or when applicable, any required certification or licensing) to perform a specific activity in a timely and complete manner consistent with the applicable regulatory requirements and generally-accepted industry standards for such activity.

RELEASE. The act of any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the MS4 or conveyances.

RESPONSIBLE PARTY. The property owner, person in control of the property, the agent for the property owner or person in control of the property, the engineer submitting any plans on behalf of the owner, person in control of the property, or agent required by this ordinance.

SANITARY SEWER (SEWER). The system of pipes, conduits, and other conveyances which carry sewage from residential dwellings, multi-family dwellings, commercial buildings, industrial and manufacturing facilities, and institutions, whether treated or untreated, to the sewage treatment plant utilized by the City (and to which storm water, surface water, and groundwater are not intentionally admitted).

STATE. The State of Texas.

STORM WATER. Any surface flow, runoff, and discharge consisting entirely of water from any form of natural precipitation, and resulting from such precipitation.

STORM WATER POLLUTION PREVENTION PLAN (SWPPP). A document which describes the Best Management Practices and activities to be implemented by a person or business to identify sources of pollution or contamination at a site and the actions to eliminate or reduce pollutant discharges to the MS4, and/or receiving waters to the Maximum Extent Practicable (MEP).

SURFACE WATER IN THE STATE. Lakes, bays, ponds, impounding reservoirs, springs, rivers, streams, creeks, estuaries, wetlands, marshes, inlets, canals, the Gulf of Mexico inside the territorial limits of the state (from the mean high water mark (MHW) out 10.36 miles into the Gulf), and all other bodies of surface water, natural or artificial, inland or coastal, fresh or salt, navigable or non-navigable, and including the beds and banks of all water courses and bodies of surface water, that are wholly or partially inside or bordering the state or subject to the jurisdiction of the state; except that waters in treatment systems that are created for the purpose of waste treatment are not considered to be water in the state.

SUSPENSION ORDER. A written document authorized by the Director revoking MS4 discharge access.

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ). The State of Texas agency by that name, the regional offices thereof, any state department, agency, or commission that may succeed to the authority of the TCEQ, and any duly authorized official of TCEQ or such successor agency.

TEXAS POLLUTION DISCHARGE ELIMINATION SYSTEM (TPDES). The program delegated to the State of Texas by the EPA pursuant to 33 USC §1342(b), as amended.

TPDES GENERAL PERMIT RELATING TO STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY or TPDES CONSTRUCTION

GENERAL PERMIT. General Permit No. TXR150000 issued by TCEQ on February 15, 2008, as amended, as authorized under provisions of Section 402 of the Clean Water Act and Chapter 26 of the Texas Water Code.

TPDES MS4 GENERAL PERMIT. General Permit No. TXR040000 issued by TCEQ on August 13, 2007, as amended, as authorized under provisions of Section 402 of the Clean Water Act and Chapter 26 of the Texas Water Code.

TPDES MULTI-SECTOR GENERAL PERMIT RELATING TO STORM WATER DISCHARGES ASSOCIATED WITH INDUSTRIAL ACTIVITY. TPDES General Permit No. TXR050000 issued by TCEQ on July 22, 2011, as amended, and effective August 14, 2011, as authorized under provisions of Section 402 of the Clean Water Act and Chapter 26 of the Texas Water Code.

WASHWATER. Any water containing pollutants from the act of cleaning parking lots, vehicles, or building exteriors.

WATERCOURSE. Any defined creek, stream, ditch, arroyo, or other natural conveyance that is capable of passing storm water across property and onto adjacent property. A watercourse shall have observable banks, and is either a natural conveyance or an artificially altered natural conveyance. A conveyance that is contained wholly within a single property and does not convey storm water off the property onto adjacent property is not considered to be a watercourse for purposes of this ordinance.

WATERS OF THE UNITED STATES. Defined by the 33 CFR Part 328, as amended, all waters that are currently used, were used in the past, or may be susceptible to use in interstate or foreign commerce, including all waters which are subject to the ebb and flow of the tide; all interstate waters, including interstate wetlands; all other waters the use, degradation, or destruction of which would affect or could affect interstate or foreign commerce; all impoundments of waters otherwise defined as waters of the United States under this definition; all tributaries of waters identified in this definition; all wetlands adjacent to waters identified in this definition; and any waters within the federal definition of “waters of the United States.”

WATER QUALITY STANDARD. The designation of a body or segment of surface water in the State for desirable uses and the narrative and numerical criteria deemed by the State to be necessary to protect those uses, as specified in Chapter 307 of Title 30 of the Texas Administrative Code, as amended.

WETLAND. An area that is inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and that under normal circumstances does support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas.

YARD WASTE. Leaves, grass clippings, yard and garden debris, and brush that results from landscaping maintenance and land clearing operations.

Secs. 6.07.003 – 6.07.020 Reserved

DIVISION 2. ILLICT DICHARGE PREVENTION

Sec. 6.07.021 APPLICATION OF REGULATIONS.

Effective teh _____ day of _____, 20____, the regulations set out in this Article shall apply to all areas of the MS4 within the corporate limits of the city.

Sec. 6.07.022 MINIMUM STANDARDS.

The standards set forth herein and promulgated pursuant to this ordinance are minimum standards; therefore this ordinance does not intend nor imply that compliance by any person will ensure that there will be no contamination, pollution, nor unauthorized discharge of pollutants. This ordinance will be interpreted in connection with the Clean Water Act, the applicable TPDES Permits, and other applicable federal and state law.

Sec. 6.07.023 DISCHARGE PROHIBITIONS.

(A) *Prohibition of Illegal Discharges.* No person shall discharge or cause to be discharged into the municipal storm sewer system (MS4) or conveyances any materials, including but not limited to pollutants or waters containing any pollutants that cause or contribute to a violation of applicable water quality standards, other than storm water or authorized non-storm water discharges.

(B) *Exemptions.* The commencement, conduct or continuance of any illegal discharge to the MS4 is prohibited except as described as follows:

(1) The following discharges are exempt from discharge prohibitions established by this ordinance:

- (a) water line flushing or other potable water sources,
- (b) landscape irrigation or lawn watering,
- (c) diverted stream flows,
- (d) rising ground waters,
- (e) uncontaminated ground water infiltration to storm drains,
- (f) uncontaminated pumped ground water,
- (g) foundation or footing drains (not including active groundwater dewatering systems),

- (h) crawl space pumps,
- (i) air conditioning condensation,
- (j) springs,
- (k) non-commercial washing of vehicles,
- (l) natural riparian habitat or wet-land flows,
- (m) swimming pools (if dechlorinated - less than one PPM chlorine),
- (n) firefighting and training activities,
- (o) and any other water source not containing Pollutants.

(2) Discharges specified in writing by the city as being necessary to protect public health and safety are exempt from discharge prohibitions.

(3) Dye testing is an allowable discharge, but requires a verbal notification to the city prior to the time of the test.

(4) The prohibition shall not apply to any non-storm water discharge permitted under a TPDES permit, waiver, or waste discharge order issued to the discharger and administered under the authority of the Environmental Protection Agency, provided that the discharger is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations MS4.

(C) *Specific Prohibitions.*

(1) The specific prohibitions and requirements in this section are not inclusive of all the discharges prohibited by the general prohibition.

(2) No person shall dump, spill, leak, pump, pour, emit, empty, discharge, leach, dispose, or otherwise introduce or cause, allow, or permit to be introduced any of the following substances into the MS4 or conveyances:

- (a) Sediment, silt, earth, soil, or other material associated with clearing, grading, excavation or other such construction activities, or associated with landfilling or other placement of soil, rock, or other earthen materials.
- (b) Any motor oil, antifreeze, or any other motor vehicle fluid.
- (c) Any industrial waste.

(d) Any hazardous material, including household hazardous waste, hazardous substances, and hazardous waste.

(e) Any wastewater or septic tank waste, grease trap waste, or grit trap waste.

(f) Any garbage, trash, or yard waste, including brush, leaves, grass clippings, or other yard waste previously gathered for disposal.

(g) Any washwater from a commercial car wash facility or from any vehicle washing, cleaning, or maintenance at any automotive-related facility.

(h) Any contaminated runoff from a vehicle salvage yard or storage yard.

(i) Any pavement washwater from a service station unless such washwater has passed through a properly functioning and maintained grease, oil, and sand separator before discharge into the MS4 or conveyance.

(j) Any ready-mix concrete, mortar, ceramic, or asphalt base material or hydromulch material, or material from the cleaning of vehicles or equipment containing, or used in transporting or applying, such materials.

(k) Any swimming pool, fountain, or spa water, including backwash water, containing total residual chlorine of 1 ppm or more or containing any harmful quantity of chlorine, muriatic acid or other chemical used in the treatment or disinfection of the swimming pool water or in pool cleaning.

(l) Any introduction of oil into the environment including oil applied to a road or land for dust suppression, weed abatement, or other similar use, or any direct disposal of oil on land or into the MS4 or conveyances.

(m) Any washwater from parking garage pavement cleaning, unless such washwater has passed through a properly functioning and maintained grease, oil, and sand separator before discharge into the MS4 or conveyance.

(D) *Prohibition of Illicit Connections.*

(1) The construction, use, maintenance or continued existence of illicit connections to the MS4 is prohibited.

(2) This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.

(3) A person is considered to be in violation of this ordinance if the person connects a line conveying sewage to the MS4, or allows such a connection to continue.

Sec. 6.07.024 SUSPENSION OF MS4 ACCESS.

(A) *Suspension due to Illicit Discharges in Emergency Situations.* The City of Leander may, without prior notice, suspend MS4 discharge access to a person when such suspension is necessary to stop an actual or threatened discharge which presents or may present imminent and substantial danger to the environment, or to the health or welfare of persons, or to the MS4, Surface Waters in the State, or waters of the United States. If the violator fails to comply with a suspension order issued in an emergency, the Director or his/her designee may take such steps as deemed necessary to prevent or minimize damage to the MS4 or waters of the United States, or to minimize danger to persons.

(B) *Suspension due to the Detection of Illicit Discharge.* Any person discharging to the MS4 in violation of this ordinance may have their MS4 access terminated if such termination would abate or reduce an illicit discharge. The City will notify a violator of the proposed termination of its MS4 access. The violator may petition the City for a reconsideration and hearing. A person commits an offense if the person reinstates MS4 access to premises terminated pursuant to this Section, without the prior approval of the City.

Sec. 6.07.025 INDUSTRIAL OR CONSTRUCTION ACTIVITY DISCHARGES.

Any person subject to a TPDES industrial or construction storm water discharge permit shall comply with all provisions of such permit. Proof of compliance with said permit may be required in a form acceptable to the Director prior to the allowing of discharges to the MS4.

Sec. 6.07.026 MONITORING OF DISCHARGES.

(A) *Applicability.* This section applies to all facilities that have storm water discharges associated with industrial activity or construction activity. Nothing in this section relieves facility and construction site operators of responsibilities to obtain appropriate coverage under general or individual permits through the TCEQ and to notify or otherwise report to the TCEQ in accordance with any such permit. Further, nothing in this section implies that the City is assuming the duties of the TCEQ or EPA for inspection or monitoring of activities required under the TPDES permitting system.

(B) *Access to Facilities.*

(1) The Director or his/her designees shall be permitted to enter and inspect facilities subject to regulation under this ordinance as often as may be necessary to determine compliance with this ordinance. If a discharger has security measures in force which require proper identification and clearance before entry into its premises, the discharger shall make the necessary arrangements to allow access to representatives of the city.

(2) Facility operators shall allow the Director or his/her designees ready access to all parts of the premises for the purposes of inspection, sampling, examination and copying of records that shall be kept under the conditions of an TPDES permit to discharge storm water, and the performance of any additional duties as defined by state and federal law.

(3) The Director or his/her designees shall have the right to set up on any permitted facility such devices as are necessary in the opinion of the Director to conduct monitoring and/or sampling of the facility's storm water discharge.

(4) The Director or his/her designees shall have the right to require the discharger to install monitoring equipment as necessary. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the discharger at its own expense. All devices used to measure storm water flow and quality shall be calibrated to ensure their accuracy.

(5) Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the operator at the written or oral request of the Director and shall not be replaced. The costs of clearing such access shall be borne by the operator.

(6) Unreasonable delays in allowing the Director or his/her designees access to a permitted facility is a violation of a storm water discharge permit and of this ordinance. A person who is the operator of a facility with a TPDES permit to discharge storm water associated with industrial activity commits an offense if the person denies the city reasonable access to the permitted facility for the purpose of conducting any activity authorized or required by this ordinance.

(7) If the Director or his/her designees has been refused access to any part of the premises from which storm water is discharged, and he/she is able to demonstrate probable cause to believe that there may be a violation of this ordinance, or that there is a need to inspect and/or sample as part of a routine inspection and sampling program designed to verify compliance with this ordinance or any order issued hereunder, or to protect the overall public health, safety, and welfare of the community, then the city may seek issuance of a search warrant from any court of competent jurisdiction.

Sec. 6.07.027 WATERCOURSE PROTECTION.

Every person owning property through which a watercourse passes, or such person's lessee, shall keep and maintain that part of the watercourse within the property free of trash, debris, excessive vegetation, and other obstacles that would pollute, contaminate, or significantly retard the flow of water through the watercourse. In addition, the owner or lessee shall maintain existing privately owned structures within or adjacent to a watercourse, so that such structures will not become a hazard to the use, function, or physical integrity of the watercourse.

Sec. 6.07.028**NOTIFICATION OF SPILLS.**

(A) *Hazardous Spills.* Notwithstanding other requirements of this Article, as soon as any person responsible for a facility or operation, or responsible for emergency response for a facility or operation has information of any known or suspected release of materials that result in, or may result in, illegal discharges or pollutants discharging into storm water, the MS4, or water of the U.S., said person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release. In the event of such a release of hazardous materials said person shall immediately notify emergency response agencies of the occurrence via emergency dispatch services.

(B) *Non-Hazardous Spills.* In the event of a release of non-hazardous materials, said person shall notify the city in person or by phone or facsimile, email or other written correspondence, no later than the next business day. Notifications in person or by phone shall be confirmed by written notice addressed and mailed to the Director within three business (3) days of the phone notice. If the discharge of prohibited materials emanates from a multi-family, commercial, or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three (3) years

Sec. 6.07.029**ENFORCEMENT.**

(A) *Notice of Violation.* Whenever the Director or his/her designee finds that a person has violated a prohibition or failed to meet a requirement of this Article, he/she may order compliance by written "Notice of Violation" to the responsible person by regular and certified mail, email or other written correspondence, return receipt requested. If the return receipt is not completed, receipt of the notice is presumed after ten (10) calendar days. Within twenty (20) days of mailing of such "Notice of Violation" by certified mail return receipt requested, the alleged violator shall submit to the Director a written explanation of the violation and a written plan for the satisfactory correction and prevention of recurrence thereof, including specific required actions.

(B) *Mandatory Compliance Order.* When the Director or his/her designee finds that any discharger has violated, or continues to violate, any provision of the Article, or any order issued hereunder, the Director may issue a "Mandatory Compliance Order" to the violator by regular and certified mail, email or other written correspondence, return receipt requested. If the return receipt is not completed, receipt of the notice is presumed after ten (10) calendar days.

A "Mandatory Compliance Order" may not extend the deadline for compliance established by a state or federal standard or requirement or otherwise alter such an order, nor shall it relieve the violator of liability for any violation, including any continuing violation. The issuance of a "Mandatory Compliance Order" shall not be a bar against, or a prerequisite for, taking any other action against the violator or any responsible party. The "Mandatory Compliance Order" may constitute the ordering of any one or more of the following:

(1) Compliance within Time Limit. Directing that the violator come into compliance within a specified time limit. Such an order also may contain other requirements to address non-compliance, including additional self-monitoring and management practices designed to mitigate the amount of pollutants discharged to the MS4 or conveyances.

(2) Remediation, Abatement, and/or Restoration.

(a) Directing that the violator, if the violation has adversely affected the MS4 or conveyances thereof, undertake and implement any appropriate action to remediate and/or abate any adverse effects of the violation upon the MS4 or conveyances, and/or to restore any part of the MS4 or conveyances that have been harmed. Such remedial, abatement, and restoration action may include, but shall not be limited to:

(i) Monitoring, assessment, and evaluation of the adverse effects and determination of the appropriate remedial, abatement and/or restoration action;

(ii) Confinement, removal, cleanup, treatment, and disposal of any discharged or released pollutant or contamination;

(iii) Prevention, minimization, and/or mitigation of any damage to the public health, safety, welfare, or the environment that may result from the violation;

(iv) Restoration or replacement of City property or natural resources damaged by the violation.

(b) Any expenses related to the remediation, abatement, and/or restoration incurred by the City shall be fully reimbursed by the person deemed responsible by the Director. If the amount due is not paid within a timely manner, as determined by decision of the City, then the charges shall become a special assessment against the property and shall constitute a lien for the amount of the assessment.

(3) Emergency Cease and Desist Order.

(a) The “Emergency Cease and Desist Order” directs that the violator immediately cease and desist from all violations if the violations have caused or contributed to an actual or threatened discharge to the MS4 or any conveyances which reasonably appears to present an imminent or substantial endangerment to the health, safety, or welfare of persons or to the environment; or if past violations are likely to recur. The “Emergency Cease and Desist Order” may also direct the violator to immediately comply with all Article requirements and take such appropriate preventive action as may be needed to properly address a continuing or threatened violation, including immediately halting operations and/or terminating the discharge.

(b) Any violator notified of an “Emergency Cease and Desist Order” shall immediately comply and stop or eliminate the endangering discharge. In the event of the violator’s failure to immediately comply voluntarily with the “Emergency Cease and Desist Order”, the Director and his/her designees may take such steps as deemed necessary to prevent or minimize harm to the MS4 or conveyances, and/or endangerment to persons or to the environment. Any expenses related to the remediation, abatement, and/or restoration incurred by the City shall be fully reimbursed by the person deemed by the Director to be responsible. If the amount due is not paid within a timely manner, as determined by decision of the City, then the charges shall become a special assessment against the property and shall constitute a lien for the amount of the assessment.

(c) The City may allow the violator to recommence its discharge when it has demonstrated to the satisfaction of the Director that the period of endangerment has passed, unless further termination proceedings are initiated against the violator under this Article. A violator that is responsible, in whole or in part, for any discharge presenting imminent endangerment shall submit a detailed written statement to the Director describing the causes of the harmful discharge and the measures taken to prevent any further occurrence within five (5) days of receipt of the “Emergency Cease and Desist Order”. Nothing in this section shall negate the right of the City to obtain compliance by suit, including a suit for enforcement pursuant to Texas Local Government Code Chapter 54, as amended.

(4) Construction Stop Work Order. Whenever the Director or his/her designees find that any operator of a construction site has violated, or continues to violate, any provision of this Article, or any order issued hereunder, the Director may order that a “Construction Stop Work Order Regarding Illicit Discharge” be issued to the operator or person responsible, posted at the construction site, and distributed to all City departments whose decisions affect any activity at such site. Unless express written exception is made by the City, the “Construction Stop Work Order Regarding Illicit Discharge” shall prohibit any further construction activity at the site and shall bar any further inspection or approval by the City associated with a building permit, grading permit, or any other City authorization necessary to commence or continue construction or to assume occupancy at the site. Issuance of a “Construction Stop Work Order Regarding Illicit Discharge” shall not be a hindrance to, or a prerequisite for, taking any other action against the violator. When a violation or violations of this Article that have resulted in a “Construction Stop Work Order Regarding Illicit Discharge” being issued have been resolved or mitigated to the satisfaction of the Director or his/her designees, the operator of the construction site may resume work on the site. The Director will provide written notice, by email or the most effective manner, to the operator that the conditions that resulted in the Construction Stop Work Order Regarding Illicit Discharge have been resolved. Removal of a Construction Stop Work Order Regarding Illicit Discharge prior to written authorization by the Director shall be a violation of this ordinance. Upon resolution of the violation, the Director shall submit a written commence work operations to the operator of a construction site. The operator shall be permitted to begin work within the time as designated by the Director or his/her designees and no further actions shall be taken unless a violation occurs.

Sec. 6.07.030 COST OF ABATEMENT OF THE VIOLATION.

Within thirty (30) days after abatement of the violation, the owner of the property will be notified of the cost of abatement, including administrative costs. The property owner may file a written protest objecting to the amount of the assessment within ten (10) business days. If the amount due is not paid within a timely manner as determined by the decision of the City or by the expiration of the time in which to file an appeal, the charges shall become a special assessment against the property and shall constitute a lien on the property for the amount of the assessment. Any person violating any of the provisions of this article shall become liable to the city by reason of such violation.

Sec. 6.07.031 INJUNCTIVE RELIEF.

It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of this Article. If a person has violated or continues to violate the provisions of this ordinance, the City of Leander may petition for a preliminary or permanent injunction restraining the person from activities which would create further violations or compelling the person to perform abatement or remediation of the violation.

Sec. 6.07.032 PENALTY.

Any person, operator, or corporation that has violated or continues to violate any of the provisions of this Article, or who fails to comply herewith or with any of the requirements hereof, shall be subject to a maximum fine of not more than \$2,000 for each day any such violation shall continue. A Civil penalty may be assessed under Chapter 54 of the Texas Local Government Code ranging up to \$5,000 per day in addition to the criminal penalties, depending on the circumstances, as provided by State law.

(A) Each violation shall be considered a separate offense. Each day the violation exists shall constitute a separate offense. Such penalty shall be in addition to all the other remedies provided herein. The owner or owners or person or persons in control of any property or premises, or part thereof, where anything in violation of this Article shall be placed, or shall exist, and any architect, engineer, builder, contractor, agent, person(s), or corporation employed in connection therewith, and who may have assisted in the commission of any such violation, shall be guilty of a separate offense, and upon conviction thereof, shall be fined as herein provided. The Director or his/her designees will submit a written violation to all persons in association with the property or premises and separate offenses shall be determined accordingly.

(B) Nothing herein contained shall prevent the city from taking other lawful action as is necessary to prevent or remedy any violation of this Article.

Secs. 6.07.033 – 6.07.060 Reserve

DIVISION 3. CONSTRUCTION SITE STORM WATER MANAGEMENT

Sec. 6.07.061 CONSTRUCTION REQUIREMENTS AND CONTROL MEASURES.

Operators of public or private “construction activities” shall be required to select, install, implement, and maintain storm water control measures that comply with City of Leander Engineering Design Guidelines and Construction Standards (EDGCS), TPDES Construction General Permit, TPDES MS4 General Permit, or other ordinances that may apply to construction activities. Construction activities include, at a minimum, all public and private construction sites. The Operator shall ensure the following minimum requirements are effectively implemented and complied with:

(A) *Requirements for Construction Activities.*

(1) Development of sites one (1) acre or more.

(a) An SWPPP is currently required by EPA and TCEQ for all construction activities where one (1) or more acres will be disturbed during development. Developments of sites that disturb one (1) acre or more within the City’s jurisdiction shall prepare a SWPPP that satisfies EPA, TCEQ regulations, the NPDES or TPDES construction general permit, and this ordinance. No construction activities may begin until the SWPPP is approved by the City Engineer or designee.

(i) A copy of the SWPPP shall be provided to the City’s Engineer. The SWPPP shall be submitted at the time that subdivision construction plans are submitted, or if the construction activities do not require subdivision approval, at the time of submission of the site development application, or if the construction activities do not require site development application approval, at the time of submission of a building permit application. The City Engineer or to his/her designee(s) of other City personnel may require correction of any deficiencies in the SWPPP, and may require additional measures in order to meet the minimum requirements of the pollution control measures section below.

(ii) A copy of any notice of intent (NOI) or small or large construction site notice provided to EPA or TCEQ shall be provided to the City Engineer.

(iii) A copy of any Notice of Termination (NOT) submitted to EPA or TCEQ shall be provided to the City Engineer.

(b) If the site is one (1) acre or more, but less than one (1) acre and more than one-quarter (1/4) acre will be disturbed, an NPDES or TPDES storm water pollution prevention plan is not required, but a erosion and sedimentation control plan is required, unless the site is a single-lot, single-family residential construction that is not part of a larger development that requires an NPDES or TPDES permit. The erosion sedimentation control plan shall be submitted at the time that subdivision construction plans are submitted, or if the construction activities do not require subdivision approval, at the time of submission of the site development

application, or if the construction activities do not require site development application approval, at the time of submission of a building permit application. No construction activities may begin until the erosion sedimentation control plan is approved by the City Engineer or designee.

(2) Development of sites less than one (1) acre and more than one-quarter (1/4) acre.

(a) An erosion and sedimentation control plan, as defined in the Engineering Design Guidelines is required for commercial construction, industrial construction, multifamily residential construction, and development of a residential subdivision within the City's jurisdictional area where less than one (1) but more the one-quarter (1/4) acre will be developed. The area of the development will be based upon the platted lot area or, if not platted, upon the area of the tract owned by the developer, including all contiguous property by the same person. Disturbance of a partial area of a tract is not a condition that will cause a change of the category in development size.

(b) Submission of a site-specific erosion and sedimentation control plan is required for a single-lot, single-family residential construction, in accordance with Section 3.01.004 of this Code of Ordinances, as amended, and/or an NPDES or TPDES permit.

(c) The erosion and sedimentation control plan shall include any measures as required to comply with the pollution control measures section below. An erosion and sedimentation control plan shall be submitted to the City Engineer for review before issuance of a building permit or approval to begin development. An erosion and sedimentation control plan that complies with this ordinance must be submitted and approved by the City Engineer before a building permit may be issued.

(d) Implementation of the pollution control measures detailed in the plan is required. (Inspection of the status of the pollution control measures will be performed by City personnel during normal construction inspection and at other times when construction activities may be conducted).

(e) An erosion and sedimentation control plan is not required when a portion of a previously developed tract of land is redeveloped, unless the redevelopment will result in the conversion of more than one-quarter (1/4) acre from a porous surface to an impervious surface.

(3) Development of sites one-quarter (1/4) acre or less and single-lot, single-family residential construction.

(a) A site-specific erosion and sedimentation control plan is not required for the development of sites which are one-quarter (1/4) acre in size or less, including single-lot, single-family residential construction.

(b) In order to obtain any City permit, a responsible party shall provide written acknowledgement that the responsible party is aware of the pollution control measures of the City and that the responsible party

will comply with these measures during the development of the property.

(4) For purposes of this section, the entire plat or site shown in a site plan application or building permit application shall be considered to be the area being disturbed unless otherwise specified within the plat, site plan, or building permit application, as appropriate. The responsible party shall take appropriate measures to ensure no construction activities disturb or occur on any area that is not designated as disturbed on the plat or site plan.

(5) If a TCEQ Contributing Zone Plan is applicable to a specific permanent stormwater facility, then the responsible party shall adhere to Attachment N of the Contributing Zone Plan as specified by the TCEQ during all stages of construction activity and after completion of construction activities. The responsible party shall further comply with any requirements of Attachment N apply prior to commencement of construction activity, and compliance with such requirements shall be required prior to commencement of construction activity and prior to issuance of plat approval, a site development permit, or a building permit, as applicable.

(6) A Certificate of Completion will not be issued until the Planning Director is satisfied that all temporary and permanent measures specified by the plan are complete and any access easements or maintenance agreements required by this Ordinance have been submitted to the City.

(7) A Certificate of Occupancy will not be issued until the Director is satisfied that all temporary and permanent measures specified by the plan are complete and any access easements or maintenance agreements required by this Ordinance have been submitted to the City.

(8) The City shall not accept any public improvements until all temporary and permanent measures specified by the plan are complete, unless the responsible party has provided a maintenance bond to the City, and any access easements or maintenance agreements required by this Ordinance have been submitted to the City.

(B) Special Land Use Requirements.

(1) Any plans submitted with an application for a site development and/or building permit for the development of property that will be used for one of the following uses shall identify the appropriate best management practices, published in the City of Leander Engineering Design Guidelines and Construction Standards that the responsible party will adopt to prevent pollutants associated with the use from being discharged into the City's MS4.

- (a) Fueling stations
- (b) Vehicle/equipment washing and steam cleaning facilities
- (c) Facilities engaged in harmful liquid materials loading and unloading
- (d) Facilities engaged in storage in aboveground tanks

(e) Facilities engaged in container storage of harmful liquids (such as oil, chemicals, and hazardous wastes)

(f) Facilities engaged in outdoor storage of raw materials that are subject to leaching and transport by erosion and sedimentation, such as gravel, sand, topsoil, compost, sawdust, wood chips, building materials, including lumber, which are subject to leaching; and concrete and metal products, which are subject to chemical erosion, corrosion, and leaching

(C) *Pollution Prevention Measures.* Any person engaging in construction activity and any operator shall design, install, implement, and maintain effective pollution prevention measures to minimize the discharge of pollutants. At a minimum, such measures shall be designed, installed, implemented and maintained to:

i. Minimize the discharge of pollutants from equipment and vehicle washing, wheel wash water, and other wash waters. Wash waters shall be treated in a sediment basin or alternative control that provides equivalent or better treatment prior to discharge;

ii. Minimize the exposure of building materials, building products, construction wastes, trash, landscape materials, fertilizers, pesticides, herbicides, detergents, sanitary waste and other materials present on the site to precipitation and to storm water; and,

iii. Minimize the discharge of pollutants from spills and leaks and implement chemical spill and leak prevention and response procedures.

(D) *Prohibited Discharges.* The following discharges are prohibited during construction:

(1) Wastewater from washout of concrete vehicles, unless managed by an appropriate control;

(2) Wastewater from washout and cleanout of stucco, paint, form release oils, curing compounds and other construction materials;

(3) Fuels, oils, or other pollutants used in vehicle and equipment operation and maintenance; and,

(4) Soaps or solvents used in vehicle and equipment washing.

Sec. 6.07.062 CONSTRUCTION SITE INSPECTIONS AND ENFORCEMENT

All sites requiring a site development, building, or construction permit that discharge to a tributary listed by the State as an impaired water for sediment or turbidity under the CWA section 303(d), and other sites as determined by the City, the TCEQ, or permitting authority to be a

significant threat to water quality, shall be subject to inspection by the Director or his/her designees prior to land disturbance, during active construction activity, and following completion of active construction activity, within the requirements as referenced in the Engineering Design Guidelines.

Sec. 6.07.063 MAINTENANCE AND REPAIR OF STORMWATER FACILITIES.

A. Responsibility for Maintenance of Permanent BMPs and Measures after Construction is Complete.

The applicant is responsible for maintaining the permanent BMPs after construction until such time as the maintenance obligation is assumed in writing by another entity having ownership or control of the property. If a TCEQ Contributing Zone Plan is applicable to a specific permanent stormwater facility, then the responsible party shall adhere to Attachment N of the Contributing Zone Plan as specified by the TCEQ after completion of construction activities.

B. Commercial and Multi-Family Properties.

1. The maintenance and repair of stormwater facilities for commercial and multi-family properties shall be the responsibility of the property owner and the person in control of the property, if different from the property owner. The stormwater facilities shall be maintained in good repair and working order in accordance with this Ordinance, applicable state and federal law, and good engineering practices.
2. At least once each year, the property owner or person in control of the property shall cause the stormwater facility to be inspected and an inspection report provided by a person qualified to inspect stormwater facilities. The inspection report shall be maintained on file at the property at all times and shall be made available to the City upon request. The property owner and/or person in control of the stormwater detention facility shall promptly repair any deficiencies identified in the inspection report.
3. Prior to the issuance of a Certificate of Occupancy or Certificate of Completion for a property upon which a stormwater management facility will be located, the property owner must execute an Inspection and Maintenance Agreement with the City that binds the owner and all subsequent owners of land served by the stormwater management facility, which allows the City, its contractors, agents, and assigns, access to the facility to periodically inspect to determine if the facility is maintained in Proper Working Condition and meets design standards and other provisions established by this ordinance. The Inspection and Maintenance Agreement shall be recorded in the County land records.
4. In the event that a stormwater facility will be shared by two properties, in addition to the other requirements of this Section 6.07.063(B), the property owners sharing the stormwater facility shall execute an Inspection and Maintenance Agreement and any other such agreements, covenants, and easements reasonably required by the City to address joint use of and access to the stormwater facilities.

C. Single Family and Two-Family Residential Properties

1. The maintenance and repair of stormwater facilities for single-family and two-family properties shall be the responsibility of the property owner and the person in control of the property, if different from the property owner, except where specified in Section 6.07.063(C)(4). The stormwater facilities shall be maintained in good repair and working order in accordance with this Ordinance, applicable state and federal law, and good engineering practices.
2. At least once each year, the property owner or person in control of the property shall cause the stormwater facility to be inspected and an inspection report provided by a person qualified to inspect stormwater facilities. The inspection report shall be maintained on file at the property at all times and shall be made available to the City upon request. The property owner and/or person in control of the stormwater detention facility shall promptly repair any deficiencies identified in the inspection report.
3. Prior to the City acceptance of the subdivision upon which a stormwater management facility will be located, the property owner must execute an Inspection and Maintenance Agreement with the City that binds the owner and all subsequent owners of land served by the stormwater management facility, which allows the City, its contractors, agents, and assigns, access to the facility to periodically inspect if the facility is maintained in Proper Working Condition and meets design standards and other provisions established by this ordinance. The Inspection and Maintenance Agreement shall be recorded in the County land records.
4. All stormwater management facilities in areas designated as single or two-family residential that have been accepted by the City prior to the adoption of this ordinance for maintenance and operation and not under an Inspection and Maintenance Agreement will be maintained by the City as provided in this Section 6.07.063(C), except as provided in this section, the plat notes and/or restrictive covenants for the subdivision, or an agreement between the City and the developer of the subdivision or the HOA as appropriate. The City's maintenance and repair obligations for those properties accepted by the City prior to the adoption of this ordinance are: removal of silt, litter, and other debris from all catch basins, inlets, and drainage pipes as well as maintaining the functionality of water quality improvements contained in open channels, detention, and water quality areas in accordance with the functional design specifications of the facility. The property owner or person in control of the property upon which the stormwater facilities are located will be responsible for cutting grass, removal of litter and debris, vegetation and tree removal, and maintenance or replacement of landscape vegetation and trees within open channels, detention and water quality areas. Maintenance needs that are the obligation of the property owner or person in control of the property must be addressed in a timely manner as determined by the City. Stormwater management facilities shall be accessible at all times to the City or County representatives and shall be subject to such other agreements and requirements to ensure compliance with this Section. The property owner or person in control of the property shall

promptly notify the City of any conditions that require maintenance or repair that are the obligation of the City.

D. *Failure to Maintain Practices.*

If the stormwater management facility becomes a danger to public safety or public health, the City of Leander shall notify the party responsible for maintenance of the stormwater management facility in writing. Upon receipt of that notice, the responsible person shall have 7-14 days to meet maintenance and repair requirements. If the owner of the facility fails to comply with the requirements of the maintenance covenant, the City of Leander, after reasonable notice, may perform all necessary work to bring the facility into compliance and charge the owner for the cost of the work in accordance with Section 6.07.030.

Secs. 6.07.064 – 6.07.080 Reserved

DIVISION 4. CONSTRUCTION SITE STORM WATER MANAGEMENT

Secs. 6.07.081 – 6.07.099 Reserved

ARTICLE 6.07. STORM WATER POLLUTION PREVENTION CONTROL

DIVISION 1. GENERAL PROVISIONS

Sec. 6.07.001 SHORT TITLE

This article shall be known, and may be cited, as the Storm Water Pollution Control Ordinance of the City of Leander, Texas.

Sec. 6.07.002 ADMINISTRATION

The City Manager, or designee, shall implement and enforce the provisions of this Article, except for public works construction projects and municipal operations that are administered or controlled by another City department. For public works construction projects that are administered, performed, contracted, or funded (in whole or in part) by the City, the Director of the City Department that is administering, performing, or contracting for the construction project shall implement and enforce the provisions of this Article. The Director of each City department shall also implement and enforce the provisions of this Article for all municipal operations under his/her direction. Any powers granted to or duties imposed in this Article upon the City Engineer or the Director of another City department may be delegated by the City Manager to other City personnel.

Sec. 6.07.003 DEFINITIONS

The following abbreviations when used in this Article shall have the designated meanings:

BMP	- Best Management Practices
BOD	-Five Day Biochemical Oxygen Demand
CFR	-Code of Federal Regulations
COD	-Chemical Oxygen Demand
CSCE	-Comprehensive Site Compliance Evaluation
CWA	- Clean Water Act
City	-City of Leander
EPA	-U.S. Environmental Protection Agency
EDGCS	-Engineering Design Guidelines and Construction Standards
HHW	-Household Hazardous Waste
LPE	-Licensed Professional Engineer
Mg/l	-Milligrams per liter
MEP	-Maximum Extent Practicable
MS4	-Municipal Separate Storm Sewer System
MSGP	-Multi-Sector General Permit
NEC	-No Exposure Certification
NOC	-Notice of Change
NOI	-Notice of Intent
NOT	-Notice of Termination
PCMOM	-Post-Construction Maintenance and Operation Manual

ESCP	-Erosion and sedimentation control plan
pH	-Measure of Acidity or Alkalinity
POTW	-Publicly Owned Treatment Works
PPM	-Parts per million
PST	-Petroleum Storage Tank
SWPPP	-Storm Water Pollution Prevention Plan
TCEQ	-Texas Commission on Environmental Quality
TPDES	-Texas Pollutant Discharge Elimination System
TSS	-Total Suspended Solids
USC	-United States Code

For the purposes of this Article, the following definitions shall apply unless the context indicates or requires a different meaning. Terms not defined herein shall be construed in accordance with customary usage.

BEST MANAGEMENT PRACTICES (BMPs). Methods that have been determined to be the most effective, practical means of preventing or reducing pollution from non-point sources, such as pollutants carried by urban runoff. These methods can be structural (e.g., devices, ponds, engineered or constructed to prevent or manage storm water) or non-structural (e.g., policies to reduce imperviousness). BMPs classified as “non-structural” are those that rely predominantly on behavioral changes rather than construction in order to be effective. “Structural” BMPs are engineered or constructed to prevent or manage storm water.

BMPs also include schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the pollution of waters of the United States. BMPs also include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage.

CERTIFICATE OF COMPLETION or CERTIFICATE OF OCCUPANCY. - A document issued by the City certifying a building or site’s compliance with applicable City codes, zoning and other laws, and indicating it to be in a condition suitable for occupancy.

~~**CERTIFICATE OF OCCUPANCY**—A document issued by the City certifying a building’s compliance with applicable building codes and other laws, and indicating it to be in a condition suitable for occupancy.~~

CERTIFIED STORMWATER INSPECTOR. This is a person knowledgeable in the principles and practices of erosion and sediment controls who possesses the skills to assess conditions at the construction site that could impact stormwater quality and to assess the effectiveness of any sediment and erosion controls measures selected to control the quality of stormwater discharges from the construction site.

CLEAN WATER ACT. The federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), and any subsequent amendments thereto.

COMMENCEMENT OF CONSTRUCTION. The initial disturbance of soils associated with clearing, grading, excavating, landfilling, and other construction activities.

COMMERCIAL. Pertaining to any non-residential use or business, trade industry, or other activity engaged in for profit.

CONSTRUCTION ACTIVITY. Activities associated with the disturbance of soils or other earthen materials including, but not limited to, clearing and grubbing, grading, excavating, and demolition or other construction activities.

CONTAMINATED. Containing a harmful quantity of any substance.

CONVEYANCE. Including, but not limited to stream, channel, drainage way, tributary, floodplain, storm drainage system, drainage system appurtenance, curbs, gutters, man-made channels and ditches, drains, pipes, other constructed features designed or used for flood control or to otherwise transport stormwater runoff, waterbody, watercourse, or waterway.

DIRECTOR. City Manager or designee

DISCHARGE. Any addition or introduction of any substance into the Municipal Separate Storm water Sewer System (MS4).

DISCHARGER. Any person who causes, allows, permits, or is otherwise responsible for a discharge, including, but not limited to, any operator of a construction site of industrial facility.

ENGINEERING DESIGN GUIDELINES AND CONSTRUCTION STANDARDS.

The City of Leander guidelines pertaining to the City's engineering practices and standard details as well as local codes & ordinances, including state and federal regulations.

ENVIRONMENTAL PROTECTION AGENCY, U.S. (EPA). The United States Environmental Protection Agency, the regional office thereof, any federal department, agency, or commission that may succeed to the authority of the EPA, and any duly authorized official of the EPA or such successor agency.

EROSION AND SEDIMENTATION CONTROL PLAN (ESCP). A site plan that contains the following information:

1. The outline of the site.
2. A delineation of the area of the site that will be disturbed by construction activities.
3. The general direction of flow of storm water drainage entering and leaving the site. If the drainage patterns will be altered, both the existing and proposed drainage patterns shall be shown.

4. A description of how run-on storm water will be handled, including sheet flow entering the site from adjoining property.
5. A description and the location of any environmentally sensitive area that is located on the site or that adjoins the site and that will receive storm water directly from the site.
6. The boundary line between the site and any adjoining state-owned submerged land. A preliminary boundary line may be used with a preliminary plat. The ESCP shall be amended prior to filing of a final plat, once a final boundary determination has been approved by the General Land Office to reflect any difference between the preliminary boundary line and the approved boundary line.
7. The location of any Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map 100-year floodplain boundaries, floodway boundaries, or FEMA Velocity Zone boundaries that encroach on the site. A preliminary boundary line may be used with a preliminary plat. The ESCP shall be amended prior to filing of a final plat, once a final boundary determination has been made.
8. A description and location of all temporary control measures that will be implemented during construction to control erosion, sedimentation, and the discharge of pollutants into the City's MS4.
9. A description of permanent control measures that will be constructed to control erosion, sedimentation, and the discharge of pollutants into the City's MS4 after construction is completed.
10. Any other information required by the City.

EXTREMELY HAZARDOUS SUBSTANCE. Any substance listed in the Appendices to 40 CFR Part 355, Emergency Planning and Notification, as amended.

FACILITY. Any building, structure, installation, or activity from which there is or may be a discharge of a pollutant.

FERTILIZER. A solid or non-solid substance or compound that contains an essential plant nutrient element in a form available to plants and is used primarily for its essential plant nutrient element content in promoting or stimulating growth of a plant or improving the quality of a crop, or a mixture of two or more fertilizers.

FINAL STABILIZATION. The status when all soil disturbing activities at a site have been completed, and a uniform perennial vegetative cover with a density of 70% of the cover for unpaved areas and areas not covered by permanent structures have been established, or equivalent permanent stabilization measures (such as the use of riprap, gabions, or geotextiles) have been employed.

GARBAGE. Putrescible animal and vegetable waste materials from the handling, preparation, cooking, or consumption of food, including waste materials from markets, storage facilities, and the handling and sale of produce and other food products.

HARMFUL QUANTITY. The amount of any substance due to volume or concentration that will cause pollution.

HAZARDOUS MATERIAL. Any material, including any substance, waste, or combination thereof, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property, or the environment when improperly treated, stored, transported, disposed of, or otherwise managed. This term shall include household hazardous wastes as classified under 40 CFR Part 261, hazardous substances as listed in Table 302.4 of 40 CFR Part 302, as amended, and hazardous wastes identified or listed by the EPA pursuant to 40 CFR Part 261, as amended.

HERBICIDE. A substance or mixture of substances used to destroy a plant or to inhibit plant growth.

HOUSEHOLD HAZARDOUS WASTE. Any solid waste generated in a household by a consumer including, but not limited to, products, such as paints, cleaners, oils, batteries, and pesticides that contain potentially hazardous ingredients that require special care upon disposal.

INSPECTION AND MAINTENANCE AGREEMENT. The agreement entered into between the City and a landowner whereby the landowner permits the City to enter and inspect certain stormwater management facilities.

ILLICIT CONNECTION. Any connection to the MS4 or conveyances that allows for an illicit discharge.

ILLICIT DISCHARGE. Any direct or indirect discharge of pollutant to the MS4 or conveyances, except as specifically exempted in this Article.

INDUSTRIAL ACTIVITY. Any activity at an industrial facility described by the TPDES MULTI SECTOR GENERAL PERMIT, TXR050000, as amended, or by any other TCEQ or TPDES permit including, but not limited to, manufacturing, processing, materials storage, and waste materials disposal.

INDUSTRIAL WASTE. Waste resulting from any process of industry, manufacturing, trade, or business from the development of any natural resource, or any mixture of the waste with water or domestic wastewater, or distinct from domestic wastewater.

MAXIMUM EXTENT PRACTICABLE. The technology-based discharge standard for MS4s established by Section 402(p) of the Federal Clean Water Act, as amended.

MOTOR VEHICLE FLUIDS. Any vehicle crankcase oil, antifreeze, transmission fluid, brake fluid, differential lubricant, gasoline, diesel fuel, gasoline/alcohol blend, and any other fluid used in a motor vehicle.

MULTI-FAMILY DWELLING OR ESTABLISHMENT. A structure designed to accommodate three (3) or more households.

MUNICIPAL OPERATIONS. The ~~day-to-day~~ day-to-day operation and maintenance activities that have the potential for contributing pollutant runoff to the MS4.

MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4). The storm drainage system owned or operated by the City of Leander, Texas, and designed or used for collecting or conveying storm water which is comprised of the following: the system of conveyances, including, but not limited to, roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains. .

NON-STORM WATER DISCHARGE. Any discharge to the MS4 that is not composed entirely of storm water runoff.

NOTICE OF CHANGE (NOC). The Notice of Change that is required by the TPDES General Permit related to storm water discharges associated with industrial activity.

NOTICE OF INTENT (NOI). The Notice of Intent that is required by either the Industrial General Permit or the Construction General Permit.

NOTICE OF TERMINATION (NOT). The Notice of Termination that is required by either the Construction General Permit, the TPDES General Permit for industrial activity, or other General Permit for the discharge of storm water.

OIL. Any kind of oil in any form, including but not limited to, petroleum, fuel oil, crude oil or any fraction thereof that is liquid at standard conditions of temperature and pressure, sludge, oil refuse, and oil mixed with waste. This term shall include used oil that has become unsuitable for its original purpose because of impurities or the loss of original properties but that may be suitable for further use and is recyclable in compliance with state and federal law.

OPERATOR. The person or persons who, either individually or collectively, meet the following two criteria: 1) have operational control over the facility specifications (including the ability to make modifications in specifications); and 2) have the day-to-day operational control over those activities at the facility necessary to ensure compliance with pollution prevention requirements and any permit conditions.

OWNER. The person who owns a facility or part of a facility.

PERSON. Any individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity, or any other legal entity, or

their legal representatives, agents, lessees, or assigns. This term shall also include all federal, state, and local governmental entities.

POINT SOURCE. Any discernible, confined, and discrete conveyance, including but not limited to, any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, rolling stock, concentrated animal feeding operation, landfill leachate collection system, vessel or other floating craft from which pollutants are or may be discharged. This term does not include return flows from irrigated agriculture or agricultural storm water runoff.

POLLUTANT. Anything which causes or contributes to pollution. Pollutants may include, but are not limited to: paints, varnishes, and solvents; oil and other automotive fluids; non-hazardous liquid and solid wastes and yard wastes; refuse, rubbish, garbage, litter, or other discarded or abandoned objects, ~~ordinances,~~ and accumulations, so that same may cause or contribute to pollution; floatables; pesticides, herbicides, and fertilizers; hazardous substances and wastes; sewage sludge, filter backwash, fecal coliform and pathogens; dissolved and particulate metals; animal wastes; wastes and residues that result from constructing a building or structure; dredged soil, munitions, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, and industrial, municipal, and agricultural waste discharged into any water in the state and noxious or offensive matter of any kind.

POLLUTION. The alteration of the physical, thermal, chemical, or biological quality of, or the contamination of, any surface water in the State that renders the water harmful, detrimental, or injurious to humans, animal life, vegetation, or property, or to the public health, safety or welfare, or impairs the usefulness or the public enjoyment of the water for any lawful or reasonable purpose.

POST-CONSTRUCTION MAINTENANCE AND OPERATION MANUAL. This Ordinance, ~~and other~~ applicable ordinances, and City policies which serve as guidance to assist users in establishing proper erosion and pollution control measures to be used during the maintenance and operations of facilities and which outline the City's procedures for complying with water quality regulations, and guides in the selection of BMPs for post-construction maintenance activities and facilities operations related to MS4.

PROFESSIONAL ENGINEER (P.E.). A person who has been duly licensed (and registered if practicing as an individual) by the Texas Board of Professional Engineers and Land Surveyors to engage in the practice of engineering in the State of Texas.

PROPER WORKING ORDER. Means that a Facility is operating in accordance with its design specifications and/or manuals.

QUALIFIED PERSONNEL. Persons who possesses the appropriate competence, skills, and ability (as demonstrated by sufficient education, training, experience, and/or when applicable, any required certification or licensing) to perform a specific activity in a timely and complete manner consistent with the applicable regulatory requirements and generally-accepted industry standards for such activity.

RELEASE. The act of any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the MS4 or conveyances.

RESPONSIBLE PARTY. The property owner, person in control of the property, the agent for the property owner or person in control of the property, the engineer submitting any plans on behalf of the owner, person in control of the property, or agent required by this ordinance.

SANITARY SEWER (SEWER). The system of pipes, conduits, and other conveyances which carry sewage from residential dwellings, multi-family dwellings, commercial buildings, industrial and manufacturing facilities, and institutions, whether treated or untreated, to the sewage treatment plant utilized by the City (and to which storm water, surface water, and groundwater are not intentionally admitted).

STATE. The State of Texas.

STORM WATER. Any surface flow, runoff, and discharge consisting entirely of water from any form of natural precipitation, and resulting from such precipitation.

STORM WATER POLLUTION PREVENTION PLAN (SWPPP). A document which describes the Best Management Practices and activities to be implemented by a person or business to identify sources of pollution or contamination at a site and the actions to eliminate or reduce pollutant discharges to the MS4, and/or receiving waters to the Maximum Extent Practicable (MEP).

SURFACE WATER IN THE STATE. Lakes, bays, ponds, impounding reservoirs, springs, rivers, streams, creeks, estuaries, wetlands, marshes, inlets, canals, the Gulf of Mexico inside the territorial limits of the state (from the mean high water mark (MHW) out 10.36 miles into the Gulf), and all other bodies of surface water, natural or artificial, inland or coastal, fresh or salt, navigable or non-navigable, and including the beds and banks of all water courses and bodies of surface water, that are wholly or partially inside or bordering the state or subject to the jurisdiction of the state; except that waters in treatment systems that are created for the purpose of waste treatment are not considered to be water in the state.

SUSPENSION ORDER. A written document authorized by the Director revoking MS4 discharge access.

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ). The State of Texas agency by that name, the regional offices thereof, any state department, agency, or commission that may succeed to the authority of the TCEQ, and any duly authorized official of TCEQ or such successor agency.

TEXAS POLLUTION DISCHARGE ELIMINATION SYSTEM (TPDES). The program delegated to the State of Texas by the EPA pursuant to 33 USC §1342(b), as amended.

TPDES GENERAL PERMIT RELATING TO STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY or TPDES CONSTRUCTION

GENERAL PERMIT. General Permit No. TXR150000 issued by TCEQ on February 15, 2008, as amended, as authorized under provisions of Section 402 of the Clean Water Act and Chapter 26 of the Texas Water Code.

TPDES MS4 GENERAL PERMIT. General Permit No. TXR040000 issued by TCEQ on August 13, 2007, as amended, as authorized under provisions of Section 402 of the Clean Water Act and Chapter 26 of the Texas Water Code.

TPDES MULTI-SECTOR GENERAL PERMIT RELATING TO STORM WATER DISCHARGES ASSOCIATED WITH INDUSTRIAL ACTIVITY. TPDES General Permit No. TXR050000 issued by TCEQ on July 22, 2011, as amended, and effective August 14, 2011, as authorized under provisions of Section 402 of the Clean Water Act and Chapter 26 of the Texas Water Code.

WASHWATER. Any water containing pollutants from the act of cleaning parking lots, vehicles, or building exteriors.

WATERCOURSE. Any defined creek, stream, ditch, arroyo, or other natural conveyance that is capable of passing storm water across property and onto adjacent property. A watercourse shall have observable banks, and is either a natural conveyance or an artificially altered natural conveyance. A conveyance that is contained wholly within a single property and does not convey storm water off the property onto adjacent property is not considered to be a watercourse for purposes of this ordinance.

WATERS OF THE UNITED STATES. Defined by the 33 CFR Part 328, as amended, all waters that are currently used, were used in the past, or may be susceptible to use in interstate or foreign commerce, including all waters which are subject to the ebb and flow of the tide; all interstate waters, including interstate wetlands; all other waters the use, degradation, or destruction of which would affect or could affect interstate or foreign commerce; all impoundments of waters otherwise defined as waters of the United States under this definition; all tributaries of waters identified in this definition; all wetlands adjacent to waters identified in this definition; and any waters within the federal definition of “waters of the United States.”

WATER QUALITY STANDARD. The designation of a body or segment of surface water in the State for desirable uses and the narrative and numerical criteria deemed by the State to be necessary to protect those uses, as specified in Chapter 307 of Title 30 of the Texas Administrative Code, as amended.

WETLAND. An area that is inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and that under normal circumstances does support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas.

YARD WASTE. Leaves, grass clippings, yard and garden debris, and brush that results from landscaping maintenance and land clearing operations.

Secs. 6.07.003 – 6.07.020 Reserved

DIVISION 2. ILLICIT DICHARGE PREVENTION

Sec. 6.07.021 APPLICATION OF REGULATIONS.

Effective ~~October~~, 2015 the day of _____, 20____, the regulations set out in this Article shall apply to all areas of the MS4 within the corporate limits of the city.

Sec. 6.07.022 MINIMUM STANDARDS.

The standards set forth herein and promulgated pursuant to this ordinance are minimum standards; therefore this ordinance does not intend nor imply that compliance by any person will ensure that there will be no contamination, pollution, nor unauthorized discharge of pollutants. This ordinance will be interpreted in connection with the Clean Water Act, the applicable TPDES Permits, and other applicable federal and state law.

Sec. 6.07.023 DISCHARGE PROHIBITIONS.

(A) *Prohibition of Illegal Discharges.* No person shall discharge or cause to be discharged into the municipal storm sewer system (MS4) or conveyances any materials, including but not limited to pollutants or waters containing any pollutants that cause or contribute to a violation of applicable water quality standards, other than storm water or authorized non-storm water discharges.

(B) *Exemptions.* The commencement, conduct or continuance of any illegal discharge to the MS4 is prohibited except as described as follows:

(1) The following discharges are exempt from discharge prohibitions established by this ordinance:

- (a) water line flushing or other potable water sources,
- (b) landscape irrigation or lawn watering,
- (c) diverted stream flows,
- (d) rising ground waters,
- (e) uncontaminated ground water infiltration to storm drains,
- (f) uncontaminated pumped ground water,
- (g) foundation or footing drains (not including active groundwater dewatering systems),

- (h) crawl space pumps,
- (i) air conditioning condensation,
- (j) springs,
- (k) non-commercial washing of vehicles,
- (l) natural riparian habitat or wet-land flows,
- (m) swimming pools (if dechlorinated - less than one PPM chlorine),
- (n) firefighting and training activities,
- (o) and any other water source not containing Pollutants.

(2) Discharges specified in writing by the city as being necessary to protect public health and safety are exempt from discharge prohibitions.

(3) Dye testing is an allowable discharge, but requires a verbal notification to the city prior to the time of the test.

(4) The prohibition shall not apply to any non-storm water discharge permitted under a TPDES permit, waiver, or waste discharge order issued to the discharger and administered under the authority of the Environmental Protection Agency, provided that the discharger is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations MS4.

(C) *Specific Prohibitions.*

(1) The specific prohibitions and requirements in this section are not inclusive of all the discharges prohibited by the general prohibition.

(2) No person shall dump, spill, leak, pump, pour, emit, empty, discharge, leach, dispose, or otherwise introduce or cause, allow, or permit to be introduced any of the following substances into the MS4 or conveyances:

- (a) Sediment, silt, earth, soil, or other material associated with clearing, grading, excavation or other such construction activities, or associated with landfilling or other placement of soil, rock, or other earthen materials.
- (b) Any motor oil, antifreeze, or any other motor vehicle fluid.
- (c) Any industrial waste.

(d) Any hazardous material, including household hazardous waste, hazardous substances, and hazardous waste.

(e) Any wastewater or septic tank waste, grease trap waste, or grit trap waste.

(f) Any garbage, trash, or yard waste, including brush, leaves, grass clippings, or other yard waste previously gathered for disposal.

(g) Any washwater from a commercial car wash facility or from any vehicle washing, cleaning, or maintenance at any automotive-related facility.

(h) Any contaminated runoff from a vehicle salvage yard or storage yard.

(i) Any pavement washwater from a service station unless such washwater has passed through a properly functioning and maintained grease, oil, and sand separator before discharge into the MS4 or conveyance.

(j) Any ready-mix concrete, mortar, ceramic, or asphalt base material or hydromulch material, or material from the cleaning of vehicles or equipment containing, or used in transporting or applying, such materials.

(k) Any swimming pool, fountain, or spa water, including backwash water, containing total residual chlorine of 1 ppm or more or containing any harmful quantity of chlorine, muriatic acid or other chemical used in the treatment or disinfection of the swimming pool water or in pool cleaning.

(l) Any introduction of oil into the environment including oil applied to a road or land for dust suppression, weed abatement, or other similar use, or any direct disposal of oil on land or into the MS4 or conveyances.

(m) Any washwater from parking garage pavement cleaning, unless such washwater has passed through a properly functioning and maintained grease, oil, and sand separator before discharge into the MS4 or conveyance.

(D) *Prohibition of Illicit Connections.*

(1) The construction, use, maintenance or continued existence of illicit connections to the MS4 is prohibited.

(2) This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.

(3) A person is considered to be in violation of this ordinance if the person connects a line conveying sewage to the MS4, or allows such a connection to continue.

Sec. 6.07.024 SUSPENSION OF MS4 ACCESS.

(A) *Suspension due to Illicit Discharges in Emergency Situations.* The City of Leander may, without prior notice, suspend MS4 discharge access to a person when such suspension is necessary to stop an actual or threatened discharge which presents or may present imminent and substantial danger to the environment, or to the health or welfare of persons, or to the MS4, Surface Waters in the State, or ~~w~~Waters of the United States. If the violator fails to comply with a suspension order issued in an emergency, the Director or his/her designee may take such steps as deemed necessary to prevent or minimize damage to the MS4 or ~~w~~Waters of the United States, or to minimize danger to persons.

(B) *Suspension due to the Detection of Illicit Discharge.* Any person discharging to the MS4 in violation of this ordinance may have their MS4 access terminated if such termination would abate or reduce an illicit discharge. The ~~C~~city will notify a violator of the proposed termination of its MS4 access. The violator may petition the ~~C~~city for a reconsideration and hearing. A person commits an offense if the person reinstates MS4 access to premises terminated pursuant to this Section, without the prior approval of the ~~C~~city.

Sec. 6.07.025 INDUSTRIAL OR CONSTRUCTION ACTIVITY DISCHARGES.

Any person subject to a TPDES industrial or construction storm water discharge permit shall comply with all provisions of such permit. Proof of compliance with said permit may be required in a form acceptable to the Director prior to the allowing of discharges to the MS4.

Sec. 6.07.026 MONITORING OF DISCHARGES.

(A) *Applicability.* This section applies to all facilities that have storm water discharges associated with industrial activity or construction activity. Nothing in this section relieves facility and construction site operators of responsibilities to obtain appropriate coverage under general or individual permits through the TCEQ and to notify or otherwise report to the TCEQ in accordance with any such permit. Further, nothing in this section implies that the City is assuming the duties of the TCEQ or EPA for inspection or monitoring of activities required under the TPDES permitting system.

(B) *Access to Facilities.*

(1) The Director or his/her designees shall be permitted to enter and inspect facilities subject to regulation under this ordinance as often as may be necessary to determine compliance with this ordinance. If a discharger has security measures in force which require proper identification and clearance before entry into its premises, the discharger shall make the necessary arrangements to allow access to representatives of the city.

(2) Facility operators shall allow the Director or his/her designees ready access to all parts of the premises for the purposes of inspection, sampling, examination and copying of records that shall be kept under the conditions of an TPDES permit to discharge storm water, and the performance of any additional duties as defined by state and federal law.

(3) The Director or his/her designees shall have the right to set up on any permitted facility such devices as are necessary in the opinion of the Director to conduct monitoring and/or sampling of the facility's storm water discharge.

(4) The Director or his/her designees shall have the right to require the discharger to install monitoring equipment as necessary. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the discharger at its own expense. All devices used to measure storm water flow and quality shall be calibrated to ensure their accuracy.

(5) Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the operator at the written or oral request of the Director and shall not be replaced. The costs of clearing such access shall be borne by the operator.

(6) Unreasonable delays in allowing the Director or his/her designees access to a permitted facility is a violation of a storm water discharge permit and of this ordinance. A person who is the operator of a facility with a TPDES permit to discharge storm water associated with industrial activity commits an offense if the person denies the city reasonable access to the permitted facility for the purpose of conducting any activity authorized or required by this ordinance.

(7) If the Director or his/her designees has been refused access to any part of the premises from which storm water is discharged, and he/she is able to demonstrate probable cause to believe that there may be a violation of this ordinance, or that there is a need to inspect and/or sample as part of a routine inspection and sampling program designed to verify compliance with this ordinance or any order issued hereunder, or to protect the overall public health, safety, and welfare of the community, then the city may seek issuance of a search warrant from any court of competent jurisdiction.

Sec. 6.07.027 WATERCOURSE PROTECTION.

Every person owning property through which a watercourse passes, or such person's lessee, shall keep and maintain that part of the watercourse within the property free of trash, debris, excessive vegetation, and other obstacles that would pollute, contaminate, or significantly retard the flow of water through the watercourse. In addition, the owner or lessee shall maintain existing privately owned structures within or adjacent to a watercourse, so that such structures will not become a hazard to the use, function, or physical integrity of the watercourse.

Sec. 6.07.028 NOTIFICATION OF SPILLS.

(A) *Hazardous Spills.* Notwithstanding other requirements of this Article, as soon as any person responsible for a facility or operation, or responsible for emergency response for a facility or operation has information of any known or suspected release of materials that result in, or may result in, illegal discharges or pollutants discharging into storm water, the MS4, or water of the U.S., said person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release. In the event of such a release of hazardous materials said person shall immediately notify emergency response agencies of the occurrence via emergency dispatch services.

(B) *Non-Hazardous Spills.* In the event of a release of non-hazardous materials, said person shall notify the city in person or by phone or facsimile, email or other written correspondence, no later than the next business day. Notifications in person or by phone shall be confirmed by written notice addressed and mailed to the Director within three business (3) days of the phone notice. If the discharge of prohibited materials emanates from a multi-family, commercial, or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three (3) years

Sec. 6.07.029 ENFORCEMENT.

(A) *Notice of Violation.* Whenever the Director or his/her designee finds that a person has violated a prohibition or failed to meet a requirement of this Article, he/she may order compliance by written “Notice of Violation” to the responsible person by regular and certified mail, email or other written correspondence, return receipt requested. If the return receipt is not completed, receipt of the notice is presumed after ten (10) calendar days. Within twenty (20) days of mailing of such “Notice of Violation” by certified mail return receipt requested, the alleged violator shall submit to the Director a written explanation of the violation and a written plan for the satisfactory correction and prevention of recurrence thereof, including specific required actions.

(B) *Mandatory Compliance Order.* When the Director or his/her designee finds that any discharger has violated, or continues to violate, any provision of the Article, or any order issued hereunder, the Director may issue a “Mandatory Compliance Order” to the violator by regular and certified mail, email or other written correspondence, return receipt requested. If the return receipt is not completed, receipt of the notice is presumed after ten (10) calendar days.

A “Mandatory Compliance Order” may not extend the deadline for compliance established by a state or federal standard or requirement or otherwise alter such an order, nor shall it relieve the violator of liability for any violation, including any continuing violation. The issuance of a “Mandatory Compliance Order” shall not be a bar against, or a prerequisite for, taking any other action against the violator or any responsible party. The “Mandatory Compliance Order” may constitute the ordering of any one or more of the following:

(1) Compliance within Time Limit. Directing that the violator come into compliance within a specified time limit. Such an order also may contain other requirements to address non-compliance, including additional self-monitoring and management practices designed to mitigate the amount of pollutants discharged to the MS4 or conveyances.

(2) Remediation, Abatement, and/or Restoration.

(a) Directing that the violator, if the violation has adversely affected the MS4 or conveyances thereof, undertake and implement any appropriate action to remediate and/or abate any adverse effects of the violation upon the MS4 or conveyances, and/or to restore any part of the MS4 or conveyances that have been harmed. Such remedial, abatement, and restoration action may include, but shall not be limited to:

(i) Monitoring, assessment, and evaluation of the adverse effects and determination of the appropriate remedial, abatement and/or restoration action;

(ii) Confinement, removal, cleanup, treatment, and disposal of any discharged or released pollutant or contamination;

(iii) Prevention, minimization, and/or mitigation of any damage to the public health, safety, welfare, or the environment that may result from the violation;

(iv) Restoration or replacement of City property or natural resources damaged by the violation.

(b) Any expenses related to the remediation, abatement, and/or restoration incurred by the City shall be fully reimbursed by the person deemed responsible by the Director. If the amount due is not paid within a timely manner, as determined by decision of the City, then the charges shall become a special assessment against the property and shall constitute a lien for the amount of the assessment.

(3) Emergency Cease and Desist Order.

(a) The “Emergency Cease and Desist Order” directs that the violator immediately cease and desist from all violations if the violations have caused or contributed to an actual or threatened discharge to the MS4 or any conveyances which reasonably appears to present an imminent or substantial endangerment to the health, safety, or welfare of persons or to the environment; or if past violations are likely to recur. The “Emergency Cease and Desist Order” may also direct the violator to immediately comply with all Article requirements and take such appropriate preventive action as may be needed to properly address a continuing or threatened violation, including immediately halting operations and/or terminating the discharge.

(b) Any violator notified of an “Emergency Cease and Desist Order” shall immediately comply and stop or eliminate the endangering discharge. In the event of the violator’s failure to immediately comply voluntarily with the “Emergency Cease and Desist Order”, the Director and his/her designees may take such steps as deemed necessary to prevent or minimize harm to the MS4 or conveyances, and/or endangerment to persons or to the environment. Any expenses related to the remediation, abatement, and/or restoration incurred by the City shall be fully reimbursed by the person deemed by the Director to be responsible. If the amount due is not paid within a timely manner, as determined by decision of the City, then the charges shall become a special assessment against the property and shall constitute a lien for the amount of the assessment.

(c) The City may allow the violator to recommence its discharge when it has demonstrated to the satisfaction of the Director that the period of endangerment has passed, unless further termination proceedings are initiated against the violator under this Article. A violator that is responsible, in whole or in part, for any discharge presenting imminent endangerment shall submit a detailed written statement to the Director describing the causes of the harmful discharge and the measures taken to prevent any further occurrence within five (5) days of receipt of the “Emergency Cease and Desist Order”. Nothing in this section shall negate the right of the City to obtain compliance by suit, including a suit for enforcement pursuant to Texas Local Government Code Chapter 54, as amended.

(4) Construction Stop Work Order. Whenever the Director or his/her designees find that any operator of a construction site has violated, or continues to violate, any provision of this Article, or any order issued hereunder, the Director may order that a “Construction Stop Work Order Regarding Illicit Discharge” be issued to the operator or person responsible, posted at the construction site, and distributed to all City departments whose decisions affect any activity at such site. Unless express written exception is made by the City, the “Construction Stop Work Order Regarding Illicit Discharge” shall prohibit any further construction activity at the site and shall bar any further inspection or approval by the City associated with a building permit, grading permit, or any other City authorization necessary to commence or continue construction or to assume occupancy at the site. Issuance of a “Construction Stop Work Order Regarding Illicit Discharge” shall not be a hindrance to, or a prerequisite for, taking any other action against the violator. When a violation or violations of this Article that have resulted in a “Construction Stop Work Order Regarding Illicit Discharge” being issued have been resolved or mitigated to the satisfaction of the Director or his/her designees, the operator of the construction site may resume work on the site. The Director will provide written notice, by email or the most effective manner, to the operator that the conditions that resulted in the Construction Stop Work Order Regarding Illicit Discharge have been resolved. Removal of a Construction Stop Work Order Regarding Illicit Discharge prior to written authorization by the Director shall be a violation of this ordinance. Upon resolution of the violation, the Director shall submit a written commence work operations to the operator of a construction site. The operator shall be permitted to begin work within the time as designated by the Director or his/her designees and no further actions shall be taken unless a violation occurs.

Sec. 6.07.030 COST OF ABATEMENT OF THE VIOLATION.

Within thirty (30) days after abatement of the violation, the owner of the property will be notified of the cost of abatement, including administrative costs. The property owner may file a written protest objecting to the amount of the assessment within ten (10) business days. If the amount due is not paid within a timely manner as determined by the decision of the ~~municipal authority~~ City or by the expiration of the time in which to file an appeal, the charges shall become a special assessment against the property and shall constitute a lien on the property for the amount of the assessment. Any person violating any of the provisions of this article shall become liable to the city by reason of such violation.

Sec. 6.07.031 INJUNCTIVE RELIEF.

It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of this Article. If a person has violated or continues to violate the provisions of this ordinance, the City of Leander may petition for a preliminary or permanent injunction restraining the person from activities which would create further violations or compelling the person to perform abatement or remediation of the violation.

Sec. 6.07.032 PENALTY.

Any person, operator, or corporation that has violated or continues to violate any of the provisions of this Article, or who fails to comply herewith or with any of the requirements hereof, shall be subject to a maximum fine of not more than \$2,000 for each day any such violation shall continue. A Civil penalty may be assessed under Chapter 54 of the Texas Local Government Code ranging up to \$5,000 per day in addition to the criminal penalties, depending on the circumstances, as provided by State law.

(A) Each violation shall be considered a separate offense. Each day the violation exists shall constitute a separate offense. Such penalty shall be in addition to all the other remedies provided herein. The owner or owners or person or persons in control of any property or premises, or part thereof, where anything in violation of this Article shall be placed, or shall exist, and any architect, engineer, builder, contractor, agent, person(s), or corporation employed in connection therewith, and who may have assisted in the commission of any such violation, shall be guilty of a separate offense, and upon conviction thereof, shall be fined as herein provided. The Director or his/her designees will submit a written violation to all persons in association with the property or premises and separate offenses shall be determined accordingly.

(B) Nothing herein contained shall prevent the city from taking other lawful action as is necessary to prevent or remedy any violation of this Article.

Secs. 6.07.033 – 6.07.060 Reserve

DIVISION 3. CONSTRUCTION SITE STORM WATER MANAGEMENT

Sec. 6.07.061 CONSTRUCTION REQUIREMENTS AND CONTROL MEASURES.

Operators of public or private “construction activities” shall be required to select, install, implement, and maintain storm water control measures that comply with City of Leander Engineering Design Guidelines and Construction Standards (EDGCS), TPDES Construction General Permit, TPDES MS4 General Permit, or other ordinances that may apply to construction activities. Construction activities include, at a minimum, all public and private construction sites. The Operator shall ensure the following minimum requirements are effectively implemented and complied with:

(A) *Requirements for Construction Activities.*

(1) Development of sites one (1) acre or more.

(a) An SWPPP is currently required by EPA and TCEQ for all construction activities where one (1) or more acres will be disturbed during development. Developments of sites that disturb one (1) acre or more within the City’s jurisdiction shall prepare a SWPPP that satisfies EPA, TCEQ regulations, the NPDES or TPDES construction general permit, and this ordinance. No construction activities may begin until the SWPPP is approved by the City Engineer or designee.

(i) A copy of the SWPPP shall be provided to the City’s Engineer. The SWPPP shall be submitted at the time that subdivision construction plans are submitted, or if the construction activities do not require subdivision approval, at the time of submission of the site development application, or if the construction activities do not require site development application approval, at the time of submission of a building permit application. The City Engineer or to his/her designee(s) of other City personnel may require correction of any deficiencies in the SWPPP, and may require additional measures in order to meet the minimum requirements of the pollution control measures section below.

(ii) A copy of any notice of intent (NOI) or small or large construction site notice provided to EPA or TCEQ shall be provided to the City Engineer.

(iii) A copy of any Notice of Termination (NOT) submitted to EPA or TCEQ shall be provided to the City Engineer.

(b) If the site is one (1) acre or more, but less than one (1) acre and more than one-quarter (1/4) acre will be disturbed, an NPDES or TPDES storm water pollution prevention plan is not required, but a erosion and sedimentation control plan is required, unless the site is a single-lot, single-family residential construction that is not part of a larger development that requires an NPDES or TPDES permit. The erosion sedimentation control plan shall be submitted at the time that subdivision construction plans are submitted, or if the construction activities do not require subdivision approval, at the time of submission of the site development

application, or if the construction activities do not require site development application approval, at the time of submission of a building permit application. No construction activities may begin until the erosion sedimentation control plan is approved by the City Engineer or designee.

(2) Development of sites less than one (1) acre and more than one-quarter (1/4) acre.

(a) An erosion and sedimentation control plan, as defined in the Engineering Design Guidelines is required for commercial construction, industrial construction, multifamily residential construction, and development of a residential subdivision within the City's jurisdictional area where less than one (1) but more the one-quarter (1/4) acre will be developed. The area of the development will be based upon the platted lot area or, if not platted, upon the area of the tract owned by the developer, including all contiguous property by the same person. Disturbance of a partial area of a tract is not a condition that will cause a change of the category in development size.

(b) Submission of a site-specific erosion and sedimentation control plan is required for a single-lot, single-family residential construction, in accordance with Section 3.01.004 of this Code of Ordinances, as amended, and/or an NPDES or TPDES permit.

(c) The erosion and sedimentation control plan shall include any measures as required to comply with the pollution control measures section below. An erosion and sedimentation control plan shall be submitted to the City Engineer for review before issuance of a building permit or approval to begin development. An erosion and sedimentation control plan that complies with this ordinance must be submitted and approved by the City Engineer before a building permit may be issued.

(d) Implementation of the pollution control measures detailed in the plan is required. (Inspection of the status of the pollution control measures will be performed by City personnel during normal construction inspection and at other times when construction activities may be conducted).

(e) An erosion and sedimentation control plan is not required when a portion of a previously developed tract of land is redeveloped, unless the redevelopment will result in the conversion of more than one-quarter (1/4) acre from a porous surface to an impervious surface.

(3) Development of sites one-quarter (1/4) acre or less and single-lot, single-family residential construction.

(a) A site-specific erosion and sedimentation control plan is not required for the development of sites which are one-quarter (1/4) acre in size or less, including single-lot, single-family residential construction.

(b) In order to obtain any City building permit, a responsible party shall provide written acknowledgement that the responsible party is aware of the pollution control measures of the City and that the responsible

party will comply with these measures during the development of the property.

(4) For purposes of this section, the entire plat or site shown in a site plan application or building permit application shall be considered to be the area being disturbed unless otherwise specified within the plat, site plan, or building permit application, as appropriate. The responsible party shall take appropriate measures to ensure no construction activities disturb or occur on any area that is not designated as disturbed on the plat or site plan.

(5) If a TCEQ Contributing Zone Plan is applicable to a specific permanent stormwater facility, then the responsible party shall adhere to Attachment N of the Contributing Zone Plan as specified by the TCEQ during all stages of construction activity and after completion of construction activities. The responsible party shall further comply with any requirements of Attachment N apply prior to commencement of construction activity, and compliance with such requirements shall be required prior to commencement of construction activity and prior to issuance of plat approval, a site development permit, or a building permit, as applicable.

(6) A Certificate of Completion will not be issued until the Planning Director is satisfied that all temporary and permanent measures specified by the plan are complete and any access easements or maintenance agreements required by this Ordinance have been submitted to the City.

(7) A Certificate of Occupancy will not be issued until the Director is satisfied that all temporary and permanent measures specified by the plan are complete and any access easements or maintenance agreements required by this Ordinance have been submitted to the City.

(8) The City shall not accept any public improvements until all temporary and permanent measures specified by the plan are complete, unless the responsible party has provided a maintenance bond to the City, and any access easements or maintenance agreements required by this Ordinance have been submitted to the City.

(B) Special Land Use Requirements.

(1) Any plans submitted with an application for a site development and/or building permit for the development of property that will be used for one of the following uses shall identify the appropriate best management practices, published in the City of Leander Engineering Design Guidelines and Construction Standards that the responsible party will adopt to prevent pollutants associated with the use from being discharged into the City's MS4.

(a) Fueling stations

(b) Vehicle/equipment washing and steam cleaning facilities

- (c) Facilities engaged in harmful liquid materials loading and unloading
- (d) Facilities engaged in storage in aboveground tanks
- (e) Facilities engaged in container storage of harmful liquids (such as oil, chemicals, and hazardous wastes)
- (f) Facilities engaged in outdoor storage of raw materials that are subject to leaching and transport by erosion and sedimentation, such as gravel, sand, topsoil, compost, sawdust, wood chips, building materials, including lumber, which are subject to leaching; and concrete and metal products, which are subject to chemical erosion, corrosion, and leaching

(C) *Pollution Prevention Measures.* Any person engaging in construction activity and any operator shall design, install, implement, and maintain effective pollution prevention measures to minimize the discharge of pollutants. At a minimum, such measures shall be designed, installed, implemented and maintained to:

- i. Minimize the discharge of pollutants from equipment and vehicle washing, wheel wash water, and other wash waters. Wash waters shall be treated in a sediment basin or alternative control that provides equivalent or better treatment prior to discharge;
- ii. Minimize the exposure of building materials, building products, construction wastes, trash, landscape materials, fertilizers, pesticides, herbicides, detergents, sanitary waste and other materials present on the site to precipitation and to storm water; and,
- iii. Minimize the discharge of pollutants from spills and leaks and implement chemical spill and leak prevention and response procedures.

(D) *Prohibited Discharges.* The following discharges are prohibited during construction:

- (1) Wastewater from washout of concrete vehicles, unless managed by an appropriate control;
- (2) Wastewater from washout and cleanout of stucco, paint, form release oils, curing compounds and other construction materials;
- (3) Fuels, oils, or other pollutants used in vehicle and equipment operation and maintenance; and,
- (4) Soaps or solvents used in vehicle and equipment washing.

Sec. 6.07.062 CONSTRUCTION SITE INSPECTIONS AND ENFORCEMENT

All sites requiring a site development, building, or construction permit that discharge to a tributary listed by the Sstate as an impaired water for sediment or turbidity under the CWA section 303(d), and other sites as determined by the City, the TCEQ, or permitting authority to be a significant threat to water quality, shall be subject to inspection by the Director or his/her designees prior to land disturbance, during active construction activity, and following completion of active construction activity, within the requirements as referenced in the Engineering Design Guidelines.

Sec. 6.07.063 MAINTENANCE AND REPAIR OF STORMWATER FACILITIES.

A. Responsibility for Maintenance of Permanent BMPs and Measures after Construction is Complete.

The applicant is responsible for maintaining the permanent BMPs after construction until such time as the maintenance obligation is ~~either~~ assumed in writing by another entity having ownership or control of the property. If a TCEQ Contributing Zone Plan is applicable to a specific permanent stormwater facility, then the responsible party shall adhere to Attachment N of the Contributing Zone Plan as specified by the TCEQ after completion of construction activities.

B. Commercial and Multi-Family Properties.

1. The maintenance and repair of stormwater facilities for commercial and multi-family properties shall be the responsibility of the property owner and the person in control of the property, if different from the property owner. The stormwater facilities shall be maintained in good repair and working order in accordance with this Ordinance, applicable state and federal law, and good engineering practices.
- ~~1.~~
2. At least once each year, the property owner or person in control of the property shall cause the stormwater facility to be inspected and an inspection report provided by a person qualified to inspect stormwater facilities. The inspection report shall be maintained on file at the property at all times and shall be made available to the City upon request. The property owner and/or person in control of the stormwater detention facility shall promptly repair any deficiencies identified in the inspection report.
- ~~2.~~
3. Prior to the issuance of a Certificate of Occupancy or Certificate of Completion for a property upon which a stormwater management facility will be located, the property owner must execute an Inspection and Maintenance Agreement with the City that binds the owner and all subsequent owners of land served by the stormwater management facility, which allows the City, its contractors, agents, and assigns, access to the facility to periodically inspect to determine if the facility is maintained in Proper Working Condition and meets design standards and other provisions established by this ordinance. The Inspection and Maintenance Agreement shall be recorded in the County land records.
4. In the event that a stormwater facility will be shared by two properties, in addition to the other requirements of this Section 6.07.063(B), the property owners sharing the stormwater

facility shall execute an Inspection and Maintenance Agreement and any other such agreements, covenants, and easements reasonably required by the City to address joint use of and access to the stormwater facilities.

C. *Single Family and Two-Family Residential Properties*

1. The maintenance and repair of stormwater facilities for single-family and two-family properties shall be the responsibility of the property owner and the person in control of the property, if different from the property owner, except where specified in Section 6.07.063(C)(4). The stormwater facilities shall be maintained in good repair and working order in accordance with this Ordinance, applicable state and federal law, and good engineering practices.
2. At least once each year, the property owner or person in control of the property shall cause the stormwater facility to be inspected and an inspection report provided by a person qualified to inspect stormwater facilities. The inspection report shall be maintained on file at the property at all times and shall be made available to the City upon request. The property owner and/or person in control of the stormwater detention facility shall promptly repair any deficiencies identified in the inspection report.
3. Prior to the City acceptance of the subdivision upon which a stormwater management facility will be located, the property owner must execute an Inspection and Maintenance Agreement with the City that binds the owner and all subsequent owners of land served by the stormwater management facility, which allows the City, its contractors, agents, and assigns, access to the facility to periodically inspect if the facility is maintained in Proper Working Condition and meets design standards and other provisions established by this ordinance. The Inspection and Maintenance Agreement shall be recorded in the County land records.
4. All stormwater management facilities in areas designated as single or two-family residential that have been accepted by the City prior to the adoption of this ordinance for maintenance and operation and not under an Inspection and Maintenance Agreement will be maintained by the City as provided in this Section 6.07.063(C), except as provided in this section, the plat notes and/or restrictive covenants for the subdivision, or an agreement between the City and the developer of the subdivision or the HOA as appropriate. The City's maintenance and repair obligations for those properties accepted by the City prior to the adoption of this ordinance are: removal of silt, litter, and other debris from all catch basins, inlets, and drainage pipes as well as maintaining the functionality of water quality improvements contained in open channels, detention, and water quality areas in accordance with the functional design specifications of the facility. The property owner or person in

control of the property upon which the stormwater facilities are located will be responsible for cutting grass, removal of litter and debris, vegetation and tree removal, and maintenance or replacement of landscape vegetation and trees within open channels, detention and water quality areas. Maintenance needs that are the obligation of the property owner or person in control of the property must be addressed in a timely manner as determined by the City. Stormwater management facilities shall be accessible at all times to the City or County representatives and shall be subject to such other agreements and requirements to ensure compliance with this Section. The property owner or person in control of the property shall promptly notify the City of any conditions that require maintenance or repair that are the obligation of the City.

D. *Failure to Maintain Practices.*

If the stormwater management facility becomes a danger to public safety or public health, the City of Leander shall notify the party responsible for maintenance of the stormwater management facility in writing. Upon receipt of that notice, the responsible person shall have 7-14 days to meet maintenance and repair requirements. If the owner of the facility fails to comply with the requirements of the maintenance covenant, the City of Leander, after reasonable notice, may perform all necessary work to bring the facility into compliance and charge the owner for the cost of the work in accordance with Section 6.07.030.

Secs. 6.07.064 – 6.07.080 Reserved

DIVISION 4. CONSTRUCTION SITE STORM WATER MANAGEMENT

Secs. 6.07.081 – 6.07.099 Reserved



EXECUTIVE SUMMARY
02/02/2023

AGENDA SUBJECT:

Award of Solicitation S22-026 for construction services for Falcon Oaks wastewater and water improvement (CIP Project WW.20/W.6), with Joe Bland Construction, LP, in the amount of \$4,568,573.75; 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. Bids for Solicitation S22-026 were received on October 19, 2022, with eight (8) bids received. The lowest qualified bid is from Joe Bland Construction, LP, in the amount of \$4,568,573.75. Joe Bland Construction, LP, has many years of successful service in similar construction and is highly qualified for this project. City staff recommends awarding the construction contract agreement to Joe Bland Construction, LP, in the amount of \$4,568,573.75.

HISTORY/TIMELINE:

08/06/2015 – City Council approved plan to annex Falcon Oaks Subdivision
12/03/2020 – City contracted with K. Friese + Associates to engineer and design water and wastewater
10/19/2022 – Solicitation S22-026 closed; eight (8) bids received

RECOMMENDATION:

Staff recommends award Joe Bland Construction, LP for construction of Falcon Oaks wastewater and water improvements (CIP Projects WW.20/W.6) in the amount of \$4,568,573.75.

PRESENTER:

Tony Bettis, PMP, CIP Program Manager

Fiscal Impact

<u>Amount requested:</u>	\$4,568,573.75
<u>Approved in current budget (Yes / No):</u>	Yes
<u>Expenditure (New / Amended):</u>	New
<u>Recurring or one-time:</u>	One-Time
<u>Fund source (Operating / Utility / etc.):</u>	Utility Impact Fees

Attachments

1. Contract Agreement
2. Bid Tab
3. Consultant Recommendation Letter

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

This Agreement is by and between **CITY OF LEANDER** ("Owner") and **JOE BLAND CONSTRUCTION, LP** ("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, the necessary labor, materials, equipment and supervision to construct new gravity wastewater main to extend services to all of the properties in the Falcon Oaks subdivision, including approximately 13,355 linear feet of 8-inch wastewater line with approximately 360 linear feet of jacking and boring trenchless construction, 165 sanitary sewer cleanouts with approximately 5,000 linear feet of 6-inch wastewater lateral line, one 4-foot diameter doghouse manhole, thirty-seven (37) 4-foot diameter manholes with approximately 130 vertical feet of extra depth, approximately 1,300 linear feet of 8-inch water main with 18 service connections, and site restoration, including repairs to neighborhood streets.**

ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **FALCON OAKS WASTEWATER AND WATER IMPROVEMENTS.**

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.

4.02 *Contract Times: Days*

- A. The Work will be substantially complete within **452** calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **482** calendar days after the date when the Contract Times commence to run.

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 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 above for achievement of Milestone 1, until Milestone 1 is achieved, 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 Milestones, 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 4.02 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 4.02 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.

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).

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
SANITARY SEWER					
	8" PVC Gravity Sanitary Sewer Pipe (SDR 26-3034 160 PSI) (0'-10')	LF	9445	\$ 125.00	\$ 1,180,625.00
	8" PVC Gravity Sanitary Sewer Pipe (SDR 26-3034 160 PSI) (10'-15')	LF	3550	\$ 130.00	\$ 461,500.00
	Sanitary Sewer Manhole 4' DIA (0'-6')	EA	37	\$ 5,250.00	\$ 194,250.00
	Extra Depth Manholes 4' DIA (Greater than 6')	VF	131	\$ 500.00	\$ 65,500.00
	8" PVC Carrier Pipe	LF	360	\$ 35.00	\$ 12,600.00
	Jacking and Boring 16-inch Steel Casing	LF	360	\$ 600.00	\$ 216,000.00
	Sanitary Sewer Lateral Connection	LF	2263	\$ 110.00	\$ 248,930.00
	Sanitary Sewer Lateral Connection including Flowable Fill	LF	2740	\$ 134.50	\$ 368,530.00
	Two-Way Sanitary Sewer clean-out	EA	165	\$ 2,420.00	\$ 399,300.00
	Concrete Encasement	LF	2	\$ 1,925.00	\$ 3,850.00
	Flowable Fill	CY	7	\$ 710.00	\$ 4,970.00
	Doghouse Manhole 4' DIA Connection to Existing 10" Wastewater Line	EA	1	\$ 3,500.00	\$ 3,500.00
	Connect to Existing 4' DIA Sanitary Sewer Manhole	EA	1	\$ 2,500.00	\$ 2,500.00
WATER					
	8" C900 DR 14 PVC Pipe (Restrained), including fittings, excavation, and backfill (all depths)	LF	1295	\$ 150.00	\$ 194,250.00
	6" C900 DR 14 PVC Pipe (Restrained), including fittings, excavation, and backfill (all depths)	LF	54	\$ 192.00	\$ 10,368.00
	Fire Hydrant Assembly	EA	1	\$ 8,800.00	\$ 8,800.00
	Connection to Existing 6-inch Water Main, including fittings	EA	2	\$ 4,000.00	\$ 8,000.00
	Relay 5/8" Short Service	EA	12	\$ 2,700.00	\$ 32,400.00
	Relay 5/8" Long Service	EA	6	\$ 2,800.00	\$ 16,800.00
	Connection to Existing 8-inch Water Main, including fittings	EA	1	\$ 5,000.00	\$ 5,000.00

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
	8" Gate Valve, complete in place	EA	2	\$ 3,250.00	\$ 6,500.00
	STREETS				
	2" TY D HMAC	SY	26210	\$ 18.50	\$ 484,885.00
	2" Milling	SY	17327	\$ 5.25	\$ 90,966.75
	8" Flexible Base	CY	1244	\$ 41.50	\$ 51,626.00
	Misc Driveway Repairs/Replacements	SY	40	\$ 245.00	\$ 9,800.00
	Remove & Replace Curb & Gutter	LF	40	\$ 100.00	\$ 4,000.00
	TRAFFIC CONTROL PLAN				
	Traffic Control, per Day	DAY	425	\$ 130.00	\$ 55,250.00
	EROSION CONTROL				
	Silt Fence	LF	19221	\$ 4.00	\$ 76,884.00
	Rock Filter Dam	LF	107	\$ 35.00	\$ 3,745.00
	Storm Inlet Sediment Trap	EA	2	\$ 120.00	\$ 240.00
	Stabilized Construction Entrance	EA	3	\$ 2,500.00	\$ 7,500.00
	Reseeding-Hydromulch	SY	16720	\$ 2.00	\$ 33,440.00
	OTHER				
	Construction Staking	LF	14344	\$ 1.00	\$ 14,344.00
	Trench Safety Systems (All Depths)	LF	14344	\$ 5.00	\$ 71,720.00
	Restoration (Inc. Sign Replacement)	LS	1	\$ 45,000.00	\$ 45,000.00
	Field Locate & Pothole Existing Utilities	LS	1	\$ 40,000.00	\$ 40,000.00
	Mobilization	LS	1	\$135,000.00	\$ 135,000.00
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$4,568,573.75

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.

- B. 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.
 - 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. Specifications as listed in the table of contents of the project manual (copy of list attached).
 7. Drawings listed on the attached sheet index.
 8. IFB Bid documents.
 9. Addenda No. __1__
 10. Addenda No. __2__
 11. Addenda No. __3__
 12. 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
 - e. 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).
- 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.
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.

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.

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

This Agreement will be effective on **January 19, 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: Tony Bettis

(typed or printed)

Title: CIP Program Manager

(typed or printed)

Address:

Pat Bryson Municipal Building

201 N. Brushy Street

Leander, TX 78641

Phone: (512) 528-2732

Email: tbettis@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:

JOE BLAND CONSTRUCTION, LP

(typed or printed name of organization)

By:

(individual's signature)

Date:

1/19/2023

(date signed)

Name: Joe Bland

(typed or printed)

Title: President, Bland, Inc., General Partner

(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:

AR Manager

(typed or printed)

Address for giving notices:

13111 DESSAU RD
AUSTIN TX 78754

Designated Representative:

Name: Steve Fuquay

(typed or printed)

Title: Project Manager

(typed or printed)

Address:

13111 DESSAU RD
AUSTIN TX 78754

Phone: 512-821-2808

Email: sfuquay@joeblandconstruction.com

License No.:

(where applicable)

State:



org.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Joe Bland Construction, LP as principal, hereinafter called the "Principal," and **SURETEC INSURANCE COMPANY**, 2103 CityWest Boulevard, Suite 1300, Houston, TX 77042, as surety, hereinafter called the "Surety," are held and firmly bound unto HM Development, Inc. on behalf of Wilco M.U.D. No. 1 as obligee, hereinafter called the Obligee, in the sum of Two Percent (2%) of the Amount Bid by Principal for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

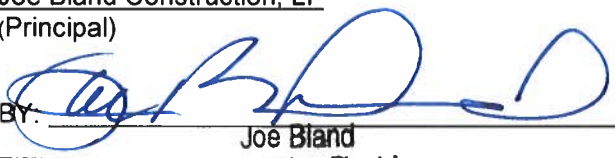
WHEREAS, the principal has submitted a bid for Parkside on the River PH 2 Sections 5 & 6.

NOW, THEREFORE, if the contract be timely awarded to the Principal and the Principal shall within such time as specified in the bid, enter into a contract in writing or, in the event of the failure of the Principal to enter into such Contract, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing has been firmly committed to cover the entire cost of the project.

SIGNED, sealed and dated this 20th day of October, 2022.

Joe Bland Construction, LP
(Principal)

BY: 

Joe Bland

TITLE: President, Bland, Inc.
General Partner

SureTec Insurance Company

BY: 

Brad Ballew, Attorney-in-Fact

JOINT LIMITED POWER OF ATTORNEY

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

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

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

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

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

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

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 18th day of November, 2020.

SureTec Insurance Company

By: 
Michael C. Keimig, President



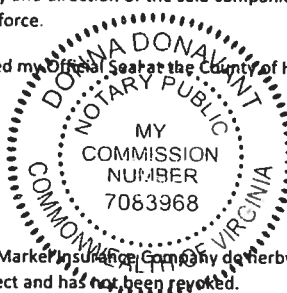
Markel Insurance Company

By: 
Robin Russo, Senior Vice President

Commonwealth of Virginia
County of Henrico SS:

On this 18th day of November, 2020 A. D., before me, a Notary Public of the Commonwealth of Virginia, in and for the County of Henrico, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

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



By: 
Donna Donavant, Notary Public
My commission expires 1/31/2023

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

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 20th day of October, 2022.

SureTec Insurance Company

By: 
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: 
Richard R. Grinnan, Vice President and Secretary

BID FORM

Falcon Oaks Wastewater and Water Improvements

TABLE OF ARTICLES

	Page
Article 1 – Bid Recipient	2
Article 2 – Bidder’s Acknowledgements	2
Article 3 – Bidder’s Representations	2
Article 4 – Further Representations	3
Article 5 – Basis of Bid	3
Article 6 – Time of Completion	5
Article 7 – Attachments To This Bid	5
Article 8 – Defined Terms	5
Article 9 – Bid Submittal	5

ARTICLE 1 – BID RECIPIENT

1.1 This Bid is submitted to:

City of Leander
Attn: Ross Blacketter, P.E., City Engineer
201 N. Brushy Street
Leander, Texas 78641

1.2 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

2.1 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

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.

<u>Addendum No.</u>	<u>Addendum Date</u>
Addendum #1	10/06/2022
Add #2	10/10/22
Add #3	10/19/22

- 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-4.02.
- 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

4.1 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.

ARTICLE 5 – BASIS OF BID

- 5.01 Bid includes all items necessary to construct the new 12,995 linear feet of gravity wastewater main to extend services to all the properties in the Falcon Oaks subdivision and to construct 1,295 linear feet of water main. The total of all bid items will be the Base Bid, the Base Bid will be used in awarding Contract to a responsive and responsible bidder. Bidder will complete the Work in accordance with the Contract Documents for the following price(s):**
- 1. It shall be set that the bidder of this project will be liable for its understanding of the attached plans, specifications, project site, and all the required knowledge to implement what is being specified in the plans and these documents. Any entity proceeding to bid on this project shall take this liability on and be agreeable to these conditions by the act of submitting a bid for this project.
 - 2. Any items is a fully installed system for acceptance.
 - 3. A complete bid must include the options included within this bid tab
 - 4. Only fill out items as applicable to this project

BID FORM**Falcon Oaks Wastewater and Water Improvements****TABLE OF ARTICLES**

<u>Spec No</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Bid Unit Price</u>	<u>Bid Price</u>
	Sanitary Sewer				
02620	8" PVC Gravity Sanitary Sewer Pipe (SDR 26-3034, 160 PSI)(0'-10')	LF	9,445	\$ 125.00	\$ 1,180,625.00
02620	8" PVC Gravity Sanitary Sewer Pipe (SDR 26-3034, 160 PSI)(10'-15')	LF	3,550	\$ 130.00	\$ 461,500.00
02601	Sanitary Sewer Manhole 4' DIA (0'-6')	EA	37	\$ 5,250.00	\$ 194,250.00
02601	Extra Depth Manholes 4' DIA (Greater than 6')	VF	131	\$ 500.00	\$ 65,500.00
02620	8" PVC Carrier Pipe	LF	360	\$ 35.00	\$ 12,600.00
02385	Jacking and Boring 16-Inch Steel Casing	LF	360	\$ 600.00	\$ 216,000.00
02620	Sanitary Sewer Lateral Connection	LF	2,263	\$ 110.00	\$ 248,930.00
02620	Sanitary Sewer Lateral Connection, including Flowable Fill	LF	2,740	\$ 134.50	\$ 368,530.00
02620	Two-way sanitary sewer clean-out	EA	165	\$ 2,420.00	\$ 399,300.00
02225	Concrete Encasement	LF	2	\$ 1,925.00	\$ 3,850.00
02225	Flowable Fill	CY	7	\$ 710.00	\$ 4,970.00
02601	Doghouse Manhole 4' DIA Connection to Exist 10" Wastewater Line	EA	1	\$ 3,500.00	\$ 3,500.00
02601	Connect to Existing 4' DIA Sanitary Sewer Manhole	EA	1	\$ 2,500.00	\$ 2,500.00
	Water				
02506	8" C900 DR 14 PVC Pipe (Restrained), including fittings, excavation and backfill (all depths)	LF	1,295	\$ 150.00	\$ 194,250.00
02506	6" C900 DR 14 PVC Pipe (Restrained), including fittings, excavation and backfill (all depths)	LF	54	\$ 192.00	\$ 10,368.00
02640	Fire Hydrant Assembly	EA	1	\$ 8,800.00	\$ 8,800.00
02506	Connection to Existing 6-Inch Water Main, including fittings	EA	2	\$ 4,000.00	\$ 8,000.00
02506	Relay 5/8" Short service	EA	12	\$ 2,700.00	\$ 32,400.00
02506	Relay 5/8" Long service	EA	6	\$ 2,800.00	\$ 16,800.00
02506	Connection to Existing 8-Inch Water Main, including fittings	EA	1	\$ 5,000.00	\$ 5,000.00
02640	8-Inch Gate Valve, complete in place	EA	2	\$ 3,250.00	\$ 6,500.00
	Streets				
02211	2" TY D HMA	SY	26,210	\$ 18.50	\$ 484,885.00
02211	2" Milling	SY	17,327	\$ 5.25	\$ 90,966.75
02210	8" Flexible Base	CY	1,244	\$ 41.50	\$ 51,626.00
02571	Misc. Driveway Repairs/Replacements	SY	40	\$ 245.00	\$ 9,800.00
02076	Remove and Replace Curb and Gutter	LF	40	\$ 100.00	\$ 4,000.00
	Traffic Control Plans				
02803	Traffic Control, per Day	DAY	425	\$ 130.00	\$ 55,250.00
	Erosion Control				
02642	Silt Fence	LF	19,221	\$ 4.00	\$ 76,884.00
02645	Rock Filter Dam	LF	107	\$ 35.00	\$ 3,745.00

2643	Storm Inlet Sediment Trap	EA	2	\$ 120.00	\$ 240.00
02641	Stabilized Construction Entrance	EA	3	\$ 2,500.00	\$ 7,500.00
02480	Reseeding- Hydromulch	SY	16,720	\$ 2.00	\$ 33,440.00
	Other				
1050	Construction Staking	LF	14,344	\$ 1.00	\$ 14,344.00
02227	Trench Safety Systems (All Depths)	LF	14,344	\$ 5.00	\$ 71,720.00
02480	Restoration (Including Sign Replacement), per Lump Sum	LS	1	\$ 45,000.00	\$ 45,000.00
02625	Field Locate and Pothole Existing Utilities, per Lump Sum	LS	1	\$ 50,000.00	\$ 40,000.00
01335	Mobilization, per Lump Sum	LS	1	\$ 135,000.00	\$ 135,000.00
	TOTAL – BASE BID				\$ 4,568,573.75

02642	Silt Fence	LF	19,221		
02645	Rock Filter Dam	LF	107		
2643	Storm Inlet Sediment Trap	EA	2		
02641	Stabilized Construction Entrance	EA	3		
02480	Reseeding- Hydromulch	SY	16,720		
	Other				
1050	Construction Staking	LF	14,344		
02227	Trench Safety Systems (All Depths)	LF	14,344		
02480	Restoration (Including Sign Replacement), per Lump Sum	LS	1		
02625	Field Locate and Pothole Existing Utilities, per Lump Sum	LS	1		
01335	Mobilization, per Lump Sum	LS	1		
TOTAL – BASE BID				\$ 4,568,573.75	

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 14.04 and will be finally complete and ready for final payment in accordance with Paragraph 14.07.B of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.1 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.

ARTICLE 9 – BID SUBMITTAL

- 9.01

This Bid submitted by:

Bidder (typed or printed):

By:

Title:

Date:

Business Address:

Telephone Number:

Fax Number:

Joe Bland
(Authorized Signature)
President, Bland, Inc.
General Partner

ATTACHMENT C

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

Date Received

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.

1 Name of vendor who has a business relationship with local governmental entity.*None***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.*None*

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

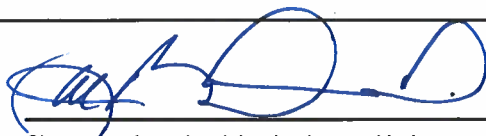
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ 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

Joe Bland
President, Bland, Inc.
General Partner

10/27/22

Date

ATTACHMENT A
RESPONDENT'S REFERENCE SHEET

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: IFB# 5-22-026 ; 21-CIP-004
RESPONDENT'S NAME: Joe Bland Construction **DATE:** 10/19/22

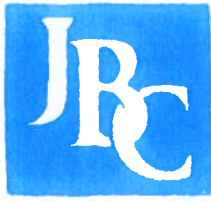
Provide the name, address, telephone number and **E-MAIL** of at least three (3) Municipal and/or Government agencies or firms of comparable size that have utilized similar service within the last two (2) years. City of Leander references are not applicable. References may be checked prior to award.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

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

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

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

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



JOE BLAND

General Partner Info

Joe E. Bland, President
Bland, Inc.
General Partner

Tax ID: 74-2760284

Banking References

FROST BANK
Contact: Jeff Fuller
Office: (512) 475-4888

Surety:

Ballew Insurance Agency, Inc.
6140 N. Meade, Bldg. 1, Suite 100
Austin, Texas 78759
Contact: David Farnes
512-484-9590 Office

Trade References:

Technline Pipe LP
Contact: Bryan Anderson
611 East Braker Lane
Austin, TX 78752
512-339-3637

ET/EP Specialists, LLC
Contact: Chris Collins
P. O. Box 296
Cedar Park, TX 78613
512-246-6267 / 512-246-6204 Fax

Cora & Math
Contact: Ralph Bowen
1800 Royston Lane
Round Rock, TX 78664
512-990-8470

Other Info:

Type of Organization: Limited Partnership

In business since May 1996

Dun & Bradstreet #: 94-570-9053



May 29, 2020

To Whom It May Concern:

Ballew Surety Agency, Inc. has had the privilege of providing surety credit to Joe Bland Construction, LP. This contractor has steadfastly satisfied the many underwriting criteria for surety credit including:

Financial Statement Strength
Quality Management
Track Record
Continuity of the Firm
Bank Relationship
Prosecution of Work

Our agency, along with the surety carrier Suretec Insurance Company carrying an AM Best rating of A ("Excellent") and a Treasury listing surety have performed a preliminary review of the contractor and can issue surety credit consisting of a 100% Performance & Payment Bond with a single capacity of \$30,000,000.00 and an aggregate of \$50,000,000.00. The extension of surety credit is subject to underwriting review by the surety carrier at the time of the request for the final bond.

We have an excellent relationship with Joe Bland Construction, LP and if you would like any further information or have any further questions, please do not hesitate to contact us.

Respectfully,

A handwritten signature in cursive script, appearing to read "Brad Ballew".

Brad Ballew
Vice President

3802 Manchaca Road • Austin, Texas 78704
O 512.454.9500 • F 512.454.9502
www.ballewsurety.com



Franchise Tax Account Status

As of : 11/22/2021 09:47:37

This page is valid for most business transactions but is not sufficient for filings with the Secretary of State

JOE BLAND CONSTRUCTION, L.P.

Texas Taxpayer Number 17427802842

Mailing Address 13111 DESSAU RD AUSTIN, TX 78754-2039

Right to Transact Business in Texas ACTIVE

State of Formation TX

Effective SOS Registration Date 04/18/1996

Texas SOS File Number 0008833210

Registered Agent Name JOE E BLAND

Registered Office Street Address 13111 DESSAU RD. AUSTIN, TX 78754

Attachment A-17
 BIDDER'S EXPERIENCE QUESTIONNAIRE

17	EQUIPMENT	
----	-----------	--

15,442,863

TOTAL

ITEM	QUANTITY	ITEM DESCRIPTION	BALANCE SHEET VALUE
1	16	CAT 320 EXCAVATOR	1,546,198
2	2	CAT 330 EXCAVATOR	350,698
3	9	CAT 336 EXCAVATOR	734,019
4	29	ROLLER	1,268,902
5	28	BACKHOE	1,043,259
6	10	MOTORGRADER	1,478,233
7	5	DUMP TRUCK	458,082
8	9	DOZER	944,710
9	6	CAT 963C CRAWLER LOADER	429,537
10	16	SERVICE TRUCK	475,074
11	15	END DUMP TRAILER	251,470
12	7	TRENCHER	842,763
13	12	CAT 938G LOADER	1,118,020
14	2	CAT RECLAIMER	404,390
15	4	CAT 950 LOADER	443,130
16	3	IRON WOLF ROTOTRIMMER	129,133
17	33	WATER TRUCK	297,686
18	2	CAT 980H LOADER	312,638
19	6	SCRAPER	169,912
21	1	CAT 385 EXCAVATOR	135,929
22	1	CAT 966 LOADER	135,929
23	1	CAT 980 LOADER	142,726
24	5	ARTICULATED DUMP TRUCK	914,126
25	23	HYDRAULIC HAMMER	121,657
26	2	EXTEC SHAKER	108,744
27	6	CAT 236 LOADER	83,597
28	2	PAVER	27,186
			-
			-
30	42	OTHER	1,075,117
		TOTAL	15,442,863

Attachment A19 - NOTES PAYABLE 2021

Description	Balance @	
	12/31/2021	2022
N133 - PUEFC	1,632,672.62	0.00
N143 Frost Bank - Quarry	1,983,296.60	162,050.06
N146 FTM Promissory Note	1,398,899.23	678,559.37
N150 Frost Bank	1,241,239.91	51,305.09
N151 Mercedes Benz	9,242.57	9,242.57
N154 Mercedes Benz	67,129.46	67,129.46
N155 Mercedes Benz	48,152.72	41,084.89
N156 CAT	101,471.54	86,519.93
N158 Frost Bank	4,897,476.34	171,732.22
N159 Komatsu Finance	170,527.32	127,895.64
N162 PUEFC	79,709.22	42,640.94
N163 PUEFC	129,127.86	62,704.27
N164 PUEFC	156,193.93	68,949.27
N166 PUEFC	211,961.51	71,633.64
N167 PUEFC	40,187.78	13,663.51
N168 PUEFC	332,374.41	109,296.14
N169 Komatsu	228,070.31	78,195.48
N170 Komatsu	46,598.69	46,598.69
N171 Komatsu	28,802.72	28,802.72
N172 Komatsu	28,802.69	28,802.69
N173 Komatsu	31,137.13	31,137.13
N174 Komatsu	29,790.39	29,790.39
N175 Frost	235,159.42	80,107.08
N176 PUEFC	54,377.05	16,793.14
N177 CAT	112,234.27	33,962.89
N178 Mercedes Benz	63,021.10	14,108.23
N179 CAT	223,749.26	67,708.11
N180 CAT	62,489.41	18,909.70
N181 CAT	246,211.23	74,505.19
N183 CAT	77,677.63	23,505.77
N184 CAT	912,433.97	254,640.19
N185 Komatsu	161,266.12	44,418.35
N186 CAT	499,232.71	139,324.88
N187 CAT	214,004.24	59,723.92
N188 CAT	286,256.40	77,856.81
N189 CAT	112,595.57	31,422.99
N190 CAT	122,130.49	47,434.14
N192 CAT	365,754.95	97,004.88
N193 Komatsu	126,637.77	34,076.11
N194 PUEFC	438,681.74	106,803.19
N195 CBC	907,515.62	907,515.62
N196 CAT	62,986.49	22,031.07
N197 PUEFC	193,330.21	64,370.32

Attachment A19 - NOTES PAYABLE 2021

Description	Balance @	
	12/31/2021	2022
N198 US Bank	137,567.13	33,709.89
N199 Frost	6,722,603.37	221,617.54
N200 CAT	49,991.45	11,688.82
QN12 PUEFC - FTM	5,179.12	5,179.12
QN13 FTM Promissory Note	246,864.64	119,745.70
QN14 Frost Bank	95,779.82	95,779.82
QN15 PUEFC	102,844.02	63,385.45
QN16 PUEFC	21,603.03	19,860.63
QN18 Frost Bank	1,266,879.94	242,825.55
QN19 Frost Bank	391,661.67	75,050.48
QN20 Frost Bank	34,500.93	11,754.55
QN21 PUEFC	105,897.50	34,860.11
QN22 PUEFC	395,766.22	129,962.38
QN23 Frost Bank	160,196.81	29,054.15
QN24 PNC	144,368.86	42,320.46
QN25 CAT	358,771.99	108,566.93
QN26 Komatsu	66,494.64	46,838.65
QN27 Frost Bank	47,769.80	11,440.82
QN28 CAT	49,991.45	11,817.58
QN29 Frost Bank	67,845.04	15,903.70
TOTAL	28,843,188.00	5,555,319.00

Attachment B-4
BIDDER'S EXPERIENCE QUESTIONNAIRE

4. What projects has your organization completed in Texas and elsewhere?

CONTRACT NAME & NO#	CONTRACT \$ AMOUNT	CLASS OF WORK	DATE COMPLETED	LOCATION CITY-COUNTY-STATE	NAME AND DETAIL ADDRESS OF OFFICIAL TO WHOM YOU REFER
843 - CR 176 @ RM 2243	2,725,100	Erosion control, excavation, streets & paving	January-21	Georgetown,Williamson	J.Terron Everton P.E.-901 South Austin Ave.Georgetown
854 - Brodie 31 Lot B,C,D & Deerfield 1-C	411,035	Street, drainage, water, electric, concrete, erosion and sediment controls	July-21	Austin,Travis	Calvin Axtel-1010 W.MLK Blvd, Austin TX
862 - Sun City 2020	13,802,234	Erosion control, sitework concrete, water, wastewater, paving and drainage	August-21	Austin,Travis	Ricky Guenat-9401 Amberglen Blvd Ste150 Austin TX
865 - Lakeway Highlands Ph 3 Sec6B	5,149,560	Street, drainage, water, electric, concrete, erosion and sediment controls	August-21	Lakeway,Travis	Joe Diquinzio-2101 Lakeway Blvd Ste 100 Lakeway TX
866 - Redbud RV Ranch	3,308,319	Erosion control, sitework concrete, water, wastewater, paving and drainage	August-21	Austin,Travis	Brian Birdwell-6549 Comanche Trail Austin TX
867 - Shadow Canyon Ph 3 & 4	5,109,735	Street, drainage, water, electric, concrete, erosion and sediment controls	October-21	Austin,Travis	Shannon Barksdale-3815 S.Capital of TX Hwy Ste 275 Austin TX
868 - St Stephen School Rd Offsite Water	556,291	Site development, water utilities, site concrete	October-21	Austin,Travis	Cass Brewer-205 Wild Basin Rd S Bldg 1
873 - Dominion Heights Basin	270,154	Street, drainage, water, electric, concrete, erosion and sediment controls	November-21	San Antonio, Bexar	Antonio Brunet- 20655 I10 West San Antonio TX
879 - Plum Crk Uptown Ph 1A (N Hays MUD2)	2,068,487	Street, drainage, water, electric, concrete, erosion and sediment controls	October-21	Austin,Travis	Megan Shannon- 1711 E.Cesar Chavez St Ste B Austin TX
880 - Chisholm Trail	2,530,943	Street, drainage, water, electric, concrete, erosion and sediment controls	July-21	Round Rock,Williamson	Mefanie Hronek 1111 N Post Oak Rd, Houston TX 77055
882 - Cedar Park Pz#4 Elev Storage Tank	1,143,855	Site development, utilities, site concrete	November-21	Cedar Park,Williamson	William Fields -1665 Harmon Rd Ft Worth Tx 76177
883 - Elm Creek North Ph2	2,987,747	Street, drainage, water, electric, concrete, erosion and sediment controls	October-21	Elgin,Bastrop	Josh Janysek-13620 N.FM 620 Bldg B Ste 150 Austin TX
885 - Anthem 1B	1,185,499	Street, drainage, water, electric, concrete, erosion and sediment controls	October-21	Austin,Travis	Clark Wilson - 5312 Park Hollow Lane Austin TX
886 - Cool Water Ph1	4,817,473	Street, drainage, water, electric, concrete, erosion and sediment controls	May-21	Austin,Travis	Andy Bilger - 3939 Bee Cave Rd Bldg C-100 Austin TX
887 - Lakeway Highlands 3-5 & 3-6A	2,998,536	Street, drainage, water, electric, concrete, erosion and sediment controls	July-21	Lakeway,Travis	Joe Diquinzio-2101 Lakeway Blvd Ste 100 Lakeway TX
890 - St John Vianney	1,043,866	Erosion control, excavation & paving	August-21	Austin,Travis	Patrick Baker - 6225 US Hwy 290 East Austin TX
891 - Verimendi Tank Site	458,475	Site development, utilities, site concrete	November-21	New Braunfels,Comal	Kyle Coldway - PO Box 310699 New Braunfels TX
892 - DS Elevated WaterTnk	339,400	Site development, utilities, site concrete	November-21	Dripping Springs,Hays	Nick Carsten- 1665 Harmon Rd Ft Worth TX 76177
895 - 6 Creeks Ph 1 Sec 3	2,542,148	Street, drainage, water, electric, concrete, erosion and sediment controls	July-21	Kyle, Hays	Greg Reyes - 3815 S Capital of TX Hwy Ste 300 Austin TX
897 - The Colony MUD 1E Sec2	1,240,284	Street, drainage, water, electric, concrete, erosion and sediment controls	July-21	Bastrop,Bastrop	Larry Trueter - 4401 N Mesa El Paso TX 79902
898 - Almos RR (United Constructors)	1,264,167	Site development, utilities, site concrete	July-21	Round Rock,Williamson	Richard Turcotte 6116 N. Central Expressway Suite 617 Dallas TX 75206
901 - Rancho Santa Fe Sec 3	1,207,093	Street, drainage, water, electric, concrete, erosion and sediment controls	February-21	Liberty Hill, Williamson	Bruce Nakloor 9119 Spinning Leaf Dr Austin TX
905 - Ridgetop Vista Drive	722,357	Erosion control, excavation & paving	November-21	Sun City,Williamson	Ricky Guenat-9401 Amberglen Blvd Ste150 Austin TX
907 - Hutto Crossing Industrial Park	964,305	Site development, utilities, site concrete	November-21	Hutto,Williamson	Kyle Little - PO Box 830 Leander TX

Attachment B-4
 BIDDER'S EXPERIENCE QUESTIONNAIRE

4. What projects has your organization completed in Texas and elsewhere?

CONTRACT NAME & NO#	CONTRACT \$ AMOUNT	CLASS OF WORK	DATE COMPLETED	LOCATION CITY-COUNTY-STATE	NAME AND DETAIL ADDRESS OF OFFICIAL TO WHOM YOU REFER
910 - Cielo North (East)	2 663,529	Street, drainage, water, electric, concrete, erosion and sediment controls	August-21	Pflugerville, Travis	Jack Meredith- 4301 Westbank Dr Bldg A Ste 110 Austin Tx
913 - DYM Pipe Replacement	758,250		October-21	San Antonio, Bexar	70000 N Mopac Expressway Suite 2000 Austin TX
915 - Travisso Clearing Ph 4 Sec 4&5	289,875	Site development, utilities, site concrete	April-21	Leander, Travis	Mark Berman - 3937 Veneto Circle Leander TX
896 - FM 734 TxDOT	602,436	Erosion control, excavation & paving	December-21	Austin, Travis	Michael Garrett FM 734 NW of Yager Austin TX
857 - Balcones Flats Ph 1	3,236,118	Street, drainage, water, electric, concrete, erosion and sediment controls	December-21	Georgetown, Williamson	Norm Ashby- 4809 Williams Dr Georgetown TX

Attachment B-10

10. Give names and detailed addresses of all producers from whom you have purchased principal material during the last three years.

1. Techline Pipe, L.P.
2. Core & Main LP
3. AmeriTex Pipe & Products
4. Texas Materials Group
5. Statewide Materials
6. Gajeske, Inc.
7. 151 Aggregate, LLC
8. Lauren Concrete, LP
9. ACT Pipe & Supply
10. Reinforcing Steel Supply
11. Fortiline, Inc.
12. Tex-Mix
13. Lhoist North America of
14. Vulcan Construction
15. BenMark Supply Co., Inc.
16. Austin White Lime Company

Attachment B14

BIDDER'S EXPERIENCE QUESTIONNAIRE

14. *What is the construction experience of the principal individuals of your organization?				
NAME	PRESENT POSITION OR OFFICE	YEARS OF CONSTRUCTION EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CAPACITY
Joe Bland	President & General Partner	46	Sub-division site work, road and bridge construction, street paving. Installation of water, wastewater, drainage and gas transmission mains.	General Contractor
Collin Bland	Vice President	8	Sub-division site work, road, streets and underground utilities	VP & Project Manager
Johnny Ulmer	Project Manager	36	Sub-division site work, road construction, streets and underground utilities, drainage, and paving	Project Manager
Kyle Klusmann	Project Manager	33	Sub-division site work, road construction, streets and underground utilities, drainage, and paving	Project Manager
Tyler Drakulich	Project Manager	20	Sub-division site work, road construction, streets and underground utilities, drainage, and paving	Project Manager
Andrew Batten	Project Manager	6	Sub-division site work, road construction, streets and underground utilities, drainage, and paving	Project Manager
Steve Fuquay	Project Manager	25	Sub-division site work, road construction, streets and underground utilities, drainage, and paving	Project Manager
Travis Fuquay	Project Manager	5	Sub-division site work, road construction, streets and underground utilities, drainage, and paving	Project Manager
John Nichols	General Superintendent	30	Sub division site work, and underground utilities, drainage, and paving	General Superintendent
Bob Foust	Field Superintendent	32	Sub-division site work, Underground utilities, excavation, street and drainage	Superintendent
Steve Torres	Field Superintendent	24	Concrete	Superintendent
Mario Vital	Field Superintendent	26	Underground wet & dry utilities	Superintendent
Scott Spaw	Field Superintendent	31	Sub-division site work, roads, underground utilities, drainage, and paving.	Superintendent
Pete Nodecker	Field Superintendent	25	Sub-division site work Underground utilities, excavation, street and drainage	Superintendent

Attachment B14

BIDDER'S EXPERIENCE QUESTIONNAIRE

Kevin Duroy	Field Superintendent	21	Underground utilities and trenching	Superintendent
Joe Champlin	Field Superintendent	39	Dry Utilities and gas mains	Superintendent
Scott Raesz	Field Superintendent	4	Sub-division site work Underground utilities, excavation, street and drainage	Superintendent
Robert Guthrie	Field Superintendent	30	Sub-division site work Underground utilities, excavation, street and drainage	Superintendent

WORK IN PROGRESS
MARCH 2022

Job	Description	Contract Amount	Percent Complete
828	Parmer Spectrum Office	1,415,642	8%
838	Teri Road Hotels	1,271,500	83%
839	Tech Ridge Hotels	1,408,177	84%
858	Exxon Mobil Goforth Buda	1,467,716	22%
871	The Addie	5,039,290	82%
877	Marbella Ph 3 + Ph2 lot grading	4,034,351	97%
881	Lakeside Meadows	1,916,470	63%
888	Greens on Cooper Lane	1,849,517	100%
899	JD Super Riverside	2,191,375	45%
900	Santa Rita 2A	10,824,209	98%
906	Wolfcreek Pass Condominiums	1,287,123	96%
908	Project Charm	2,228,813	96%
909	RM 2243 Intersection Improvements	1,106,536	82%
912	Parten Ranch Ph 3	3,193,186	94%
916	Lakeway Highlands Ph 2 Sec 7	5,622,619	67%
917	Spanish Oaks Golf Club Parking Lot	905,553	35%
918	Butler Farms Offsite Infrastructure	11,044,308	80%
921	Stone Crown	1,407,048	41%
922	Capstone Parmer Ln Improvements	1,907,613	64%
923	Butler Farms Sec 9	4,062,527	99%
924	Sun City 2021	9,070,178	94%
926	Lakeside Meadows P1	9,661,615	12%
927	Walton Medical Development	654,950	55%
928	Southpark Apartments	1,482,882	76%
930	Highland Village II	11,170,295	82%
931	Santa Rita Ph1 Sec 14 & MUD 19 LS	2,798,039	92%
932	Scofield Farms Ph1 & Offsite Water	2,667,617	45%
933	Highland Village CR245 Water Impvts	319,551	53%
935	West Cypress Hills 2-5	7,417,282	70%
936	Wolf Lakes Village	17,077,721	51%
937	Oasis Church Round Rock	521,263	81%
938	Lakeway Highlands 2-8	3,200,067	81%
939	Boxwood at Taylor	584,039	86%
943	Rees Landing	2,054,121	20%
944	Rancho del Cielo Ph1 & Offsite Utilities	10,895,270	33%
945	Ridgetop Vista Drive Ph B	4,409,824	53%
946	St. Davis RR Parking Addition	5,369,691	11%
947	Butler Farms Sec 7	3,280,405	50%
948	6 Creeks Ph 1 Sec 6A & Amenity Ctr	1,943,010	48%
949	Buda Business Park Ph 3	1,440,213	63%
950	Retreat @ Wolf Lakes	1,730,872	39%
951	Key Capture Energy Driveway & Waterline	368,560	53%
952	2243 @ Greenvue Turn Lane	1,069,174	20%

WORK IN PROGRESS
MARCH 2022

Job	Description	Contract Amount	Percent Complete
953	Wilco Ranch Ph 3-2 & 2-2	4,580,273	50%
954	Nob Hills Walter's Residence	332,533	21%
957	Santa Rita South 1-10 & 3-4	3,820,326	22%
959	Sun City 2022	2,671,310	23%
960	MISC JOB 2022	500,000	24%
961	Liberty Hill Vet Wellness	403,434	14%
964	Butler Farms - Hwy 29 Improvements	1,612,000	10%
965	McCarty Commons Commercial Developme	2,271,220	8%
966	PCDC Impact Way Extension Ph3 - A & B	2,382,551	1%
Totals		181,943,857	60.63%
* Bonded			

JOBS COMPLETED IN 2022

Job	Description	Contract Amount	Percent Complete
878	Wilco Ranch/Cottonwood Farms Ph 1	6,349,914	100%
893	8604 Cross Park Dr	685,010	100%
902	Headwaters West Office	1,366,993	100%
903	Bluebonnet Townhomes	897,632	100%
904	The Hollows Sec 2	1,788,549	100%
914	NMAC Parking	2,892,839	100%
919	Leander Water Connection	276,750	100%
920	MISC 2021	560,659	100%
934	Deerfield Lot - 1C	352,028	100%
942	Indigo House	242,026	100%



Marsh McLennan
Agency

May 5, 2022

Steve Pack
Joe Bland Construction, L.P.
13111 Dessau Road
Austin, TX 78754

Re: Workers Compensation Experience Modifiers

Dear Steve,

The experience modifiers for the past five years are below:

12/1/2021 – 1.37
12/1/2020 – 1.15
12/1/2019 - 1.37
12/1/2018 - 1.23
12/1/2017 – 1.26

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

Sincerely,

Laura Gregory Byno

Laura Gregory Byno
Marsh McLennan Agency

December 14, 2022

Mr. Tony Bettis, PMP
CIP Program Manager
201 N. Brushy St.
Leander, Texas 78641

RE: 21-CIP-004 Falcon Oaks Wastewater and Water Improvements

Dear Mr. Bettis,

Sealed bids were received for the above-referenced project on October 27 at 2:00 PM, with a total of 8 bids being received. The project includes approximately 13,355 linear feet of 8-inch wastewater line with approximately 360 linear feet of jacking and boring trenchless construction, 165 sanitary sewer cleanouts with approximately 5,000 linear feet of 6-inch wastewater lateral line, approximately 1,300 linear feet of 8-inch water main with 18 service connections, and site restoration, including repairs to neighborhood streets. Below is a listing of the Contractors who bid on the contract and their total bid ordered from lowest to highest:

1.	Joe Bland Construction, LP	-	\$4,578,573.75
2.	M&C Fonseca Construction Co.	-	\$5,647,309.00
3.	Royal Vista, Inc.	-	\$5,742,482.00
4.	Liberty Civil Construction, LLC	-	\$6,082,863.00
5.	Patin Construction*	-	\$6,145,441.16
6.	Cash Construction Company, Inc.	-	\$6,671,632.00
7.	CC Carlton*	-	\$7,232,730.00
8.	JKB Construction, LLC	-	\$8,456,900.00

*Disqualified

During the review and tabulation of the bids, a mathematical error of \$10,000 was found in the bid received from Joe Bland Construction, LP. Additionally, it was determined that two bidders, Patin Construction and CC Carlton, failed to submit complete bid packages and were therefore disqualified. Based on the bid tabulation the low bidder for the project is Joe Bland Construction, LP, with a bid amount of \$4,578,573.75.

The City of Leander staff has reviewed the qualifications of Joe Bland Construction, LP. and found them to have recent utility and pipeline experience and have received positive reference checks from other similar projects that they have performed.

Therefore, based on KFA's bid tab review and the City of Leander staff's bidder qualification review, it is KFA's recommendation that the City of Leander proceed with award of this construction contract to Joe Bland Construction, LP, for their bid amount of \$4,578,573.75.

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

Sincerely,



Christopher M. Leal, P.E.
Project Manager



12/14/2022

CITY OF LEANDER FALCAON OAKS WASTEWATER AND WATER IMPROVEMENTS
BID TABULATION - DECEMBER 12, 2022

BID ITEMS				BIDDERS											
				Cash Construction Company, Inc.		JKB Construction Company, LLC		Joe Bland Construction, LP		Royal Vista, Inc.		Liberty Civil Construcion, LLC		M&C Fonseca Construction Co, Inc.	
				217 Kingston Lacy Blvd, Pflugerville, TX 78691		14750 Hwy 29 W Liberty Hill, TX 78642		13111 Dessau Rd, Austin, TX 78754		350 CR 260 Liberty Hill, TX 78642		2937 Hero Way, Leander, TX 78641		1901 Prairie Creek Rd, Granite Shoals, TX 78654	
				512-251-7872		512-260-2608		512-821-2808		512-515-6824		512-763-1161		830-596-1741	
				Addenda 1,2,3	Bid Bond	Addenda 1,2,3	Bid Bond	Addenda 1,2,3	Bid Bond	Addenda 1,2,3	Bid Bond	Addenda 1,2,3	Bid Bond	Addenda 1,2,3	Bid Bond
Item	Description	Unit	Qty	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
				Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
Sanitary Sewer															
2620	8" PVC Gravity Sanitary Sewer Pipe (SDR 26-3034, 160 PSI)(0'-10')	LF	9,445	\$ 243.00	\$ 2,295,135.00	\$ 265.00	\$ 2,502,925.00	\$ 125.00	\$ 1,180,625.00	\$ 185.00	\$ 1,747,325.00	\$ 150.00	\$ 1,416,750.00	\$ 225.00	\$ 2,125,125.00
2620	8" PVC Gravity Sanitary Sewer Pipe (SDR 26-3034, 160 PSI)(10'-15')	LF	3,550	\$ 304.00	\$ 1,079,200.00	\$ 292.00	\$ 1,036,600.00	\$ 130.00	\$ 461,500.00	\$ 190.00	\$ 674,500.00	\$ 200.00	\$ 710,000.00	\$ 275.00	\$ 976,250.00
2601	Sanitary Sewer Manhole 4' DIA (0'-6')	EA	37	\$ 7,500.00	\$ 277,500.00	\$ 7,653.00	\$ 283,161.00	\$ 5,250.00	\$ 194,250.00	\$ 6,500.00	\$ 240,500.00	\$ 5,400.00	\$ 199,800.00	\$ 6,500.00	\$ 240,500.00
2601	Extra Depth Manholes 4' DIA (Greater than 6')	VF	131	\$ 600.00	\$ 78,600.00	\$ 776.00	\$ 101,656.00	\$ 500.00	\$ 65,500.00	\$ 350.00	\$ 45,850.00	\$ 700.00	\$ 91,700.00	\$ 350.00	\$ 45,850.00
2620	8" PVC Carrier Pipe	LF	360	\$ 150.00	\$ 54,000.00	\$ 38.00	\$ 13,680.00	\$ 35.00	\$ 12,600.00	\$ 125.00	\$ 45,000.00	\$ 60.00	\$ 21,600.00	\$ 65.00	\$ 23,400.00
2385	Jacking and Boring 16-Inch Steel Casing	LF	360	\$ 650.00	\$ 234,000.00	\$ 523.00	\$ 188,280.00	\$ 600.00	\$ 216,000.00	\$ 695.00	\$ 250,200.00	\$ 500.00	\$ 180,000.00	\$ 450.00	\$ 162,000.00
2620	Sanitary Sewer Lateral Connection	LF	2,263	\$ 100.00	\$ 226,300.00	\$ 423.00	\$ 957,249.00	\$ 110.00	\$ 248,930.00	\$ 165.00	\$ 373,395.00	\$ 150.00	\$ 339,450.00	\$ 27.50	\$ 62,232.50
2620	Sanitary Sewer Lateral Connection, including Flowable Fill	LF	2,740	\$ 120.00	\$ 328,800.00	\$ 552.00	\$ 1,512,480.00	\$ 134.50	\$ 368,530.00	\$ 180.00	\$ 493,200.00	\$ 300.00	\$ 822,000.00	\$ 35.00	\$ 95,900.00
2620	Two-way sanitary sewer clean-out	EA	165	\$ 1,500.00	\$ 247,500.00	\$ 1,174.00	\$ 193,710.00	\$ 2,420.00	\$ 399,300.00	\$ 750.00	\$ 123,750.00	\$ 1,300.00	\$ 214,500.00	\$ 1,500.00	\$ 247,500.00
2225	Concrete Encasement	LF	2	\$ 1,200.00	\$ 2,400.00	\$ 589.00	\$ 1,178.00	\$ 1,925.00	\$ 3,850.00	\$ 215.00	\$ 430.00	\$ 330.00	\$ 660.00	\$ 350.00	\$ 700.00
2225	Flowable Fill	CY	7	\$ 225.00	\$ 1,575.00	\$ 271.00	\$ 1,897.00	\$ 710.00	\$ 4,970.00	\$ 225.00	\$ 1,575.00	\$ 330.00	\$ 2,310.00	\$ 185.00	\$ 1,295.00
2601	Doghouse Manhole 4' DIA Connection to Exist 10" Wastewater Line	EA	1	\$ 6,700.00	\$ 6,700.00	\$ 14,000.00	\$ 14,000.00	\$ 3,500.00	\$ 3,500.00	\$ 4,400.00	\$ 4,400.00	\$ 11,000.00	\$ 11,000.00	\$ 7,500.00	\$ 7,500.00
2601	Connect to Existing 4' DIA Sanitary Sewer Manhole	EA	1	\$ 4,000.00	\$ 4,000.00	\$ 9,935.00	\$ 9,935.00	\$ 2,500.00	\$ 2,500.00	\$ 4,150.00	\$ 4,150.00	\$ 7,500.00	\$ 7,500.00	\$ 2,500.00	\$ 2,500.00
Water															
2506	8" C900 DR 14 PVC Pipe (Restrained), including fittings, excavation and backfill (all depths)	LF	1,295	\$ 290.00	\$ 375,550.00	\$ 129.00	\$ 167,055.00	\$ 150.00	\$ 194,250.00	\$ 180.00	\$ 233,100.00	\$ 170.00	\$ 220,150.00	\$ 105.00	\$ 135,975.00
2506	6" C900 DR 14 PVC Pipe (Restrained), including fittings, excavation and backfill (all depths)	LF	54	\$ 280.00	\$ 15,120.00	\$ 129.00	\$ 6,966.00	\$ 192.00	\$ 10,368.00	\$ 180.00	\$ 9,720.00	\$ 200.00	\$ 10,800.00	\$ 105.00	\$ 5,670.00
2640	Fire Hydrant Assembly	EA	1	\$ 12,200.00	\$ 12,200.00	\$ 9,421.00	\$ 9,421.00	\$ 8,800.00	\$ 8,800.00	\$ 7,500.00	\$ 7,500.00	\$ 9,500.00	\$ 9,500.00	\$ 7,500.00	\$ 7,500.00
2506	Connection to Existing 6-inch Water Main, including fittings	EA	2	\$ 7,000.00	\$ 14,000.00	\$ 2,122.00	\$ 4,244.00	\$ 4,000.00	\$ 8,000.00	\$ 2,150.00	\$ 4,300.00	\$ 6,800.00	\$ 13,600.00	\$ 4,000.00	\$ 8,000.00
2506	Connection to Existing 8-inch Water Main, including fittings	EA	1	\$ 5,000.00	\$ 5,000.00	\$ 2,233.00	\$ 2,233.00	\$ 5,000.00	\$ 5,000.00	\$ 2,150.00	\$ 2,150.00	\$ 5,300.00	\$ 5,300.00	\$ 5,000.00	\$ 5,000.00
2506	Relay 5/8" Short Service	EA	12	\$ 5,800.00	\$ 69,600.00	\$ 1,354.00	\$ 16,248.00	\$ 2,700.00	\$ 32,400.00	\$ 1,950.00	\$ 23,400.00	\$ 2,500.00	\$ 30,000.00	\$ 1,250.00	\$ 15,000.00
2506	Relay 5/8" Long Service	EA	6	\$ 9,100.00	\$ 54,600.00	\$ 1,800.00	\$ 10,800.00	\$ 2,800.00	\$ 16,800.00	\$ 2,550.00	\$ 15,300.00	\$ 2,800.00	\$ 16,800.00	\$ 1,750.00	\$ 10,500.00
2640	8-Inch Gate Valve, complete in place	EA	2	\$ 4,500.00	\$ 9,000.00	\$ 2,500.00	\$ 5,000.00	\$ 3,250.00	\$ 6,500.00	\$ 3,100.00	\$ 6,200.00	\$ 3,200.00	\$ 6,400.00	\$ 3,750.00	\$ 7,500.00
Streets															
2211	2" TY D HMAC	SY	26,210	\$ 19.00	\$ 497,990.00	\$ 21.00	\$ 550,410.00	\$ 18.50	\$ 484,885.00	\$ 21.50	\$ 563,515.00	\$ 20.00	\$ 524,200.00	\$ 28.00	\$ 733,880.00
2211	2" Milling	SY	17,327	\$ 5.00	\$ 86,635.00	\$ 7.00	\$ 121,289.00	\$ 5.25	\$ 90,966.75	\$ 4.00	\$ 69,308.00	\$ 14.00	\$ 242,578.00	\$ 7.50	\$ 129,952.50
2210	8" Flexible Base	CY	1,244	\$ 205.00	\$ 255,020.00	\$ 40.00	\$ 49,760.00	\$ 41.50	\$ 51,626.00	\$ 25.00	\$ 31,100.00	\$ 50.00	\$ 62,200.00	\$ 48.00	\$ 59,712.00
2571	Misc. Driveway Repairs/Replacements	SY	40	\$ 300.00	\$ 12,000.00	\$ 59.00	\$ 2,360.00	\$ 245.00	\$ 9,800.00	\$ 195.00	\$ 7,800.00	\$ 140.00	\$ 5,600.00	\$ 155.00	\$ 6,200.00
2076	Remove and Replace Curb and Gutter	LF	40	\$ 100.00	\$ 4,000.00	\$ 65.00	\$ 2,600.00	\$ 100.00	\$ 4,000.00	\$ 150.00	\$ 6,000.00	\$ 60.00	\$ 2,400.00	\$ 85.00	\$ 3,400.00
Traffic Control Plans															
2803	Traffic Control, per Day	DAY	425	\$ 225.00	\$ 95,625.00	\$ 97.00	\$ 41,225.00	\$ 130.00	\$ 55,250.00	\$ 250.00	\$ 106,250.00	\$ 145.00	\$ 61,625.00	\$ 65.00	\$ 27,625.00
Erosion Control															
2642	Silt Fence	LF	19,221	\$ 5.00	\$ 96,105.00	\$ 4.00	\$ 76,884.00	\$ 4.00	\$ 76,884.00	\$ 5.00	\$ 96,105.00	\$ 4.00	\$ 76,884.00	\$ 5.00	\$ 96,105.00
2645	Rock Filter Dam	LF	107	\$ 50.00	\$ 5,350.00	\$ 29.00	\$ 3,103.00	\$ 35.00	\$ 3,745.00	\$ 45.00	\$ 4,815.00	\$ 40.00	\$ 4,280.00	\$ 45.00	\$ 4,815.00
2643	Storm Inlet Sediment Trap	EA	2	\$ 600.00	\$ 1,200.00	\$ 194.00	\$ 388.00	\$ 120.00	\$ 240.00	\$ 1,500.00	\$ 3,000.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00
2641	Stabilized Construction Entrance	EA	3	\$ 2,000.00	\$ 6,000.00	\$ 1,294.00	\$ 3,882.00	\$ 2,500.00	\$ 7,500.00	\$ 2,500.00	\$ 7,500.00	\$ 1,000.00	\$ 3,000.00	\$ 1,250.00	\$ 3,750.00
2480	Reseeding- Hydromulch	SY	16,720	\$ 1.00	\$ 16,720.00	\$ 5.00	\$ 83,600.00	\$ 2.00	\$ 33,440.00	\$ 1.50	\$ 25,080.00	\$ 5.00	\$ 83,600.00	\$ 1.50	\$ 25,080.00
Other															
1050	Construction Staking	LF	14,344	\$ 5.00	\$ 71,720.00	\$ 1.50	\$ 21,516.00	\$ 1.00	\$ 14,344.00	\$ 2.00	\$ 28,688.00	\$ 2.00	\$ 28,688.00	\$ 2.50	\$ 35,860.00
2227	Trench Safety Systems (All Depths)	LF	14,344	\$ 3.00	\$ 43,032.00	\$ 2.50	\$ 35,860.00	\$ 5.00	\$ 71,720.00	\$ 4.00	\$ 57,376.00	\$ 2.00	\$ 28,688.00	\$ 3.00	\$ 43,032.00
2480	Restoration (including Sign Replacement), per Lump Sum	LS	1	\$ 4,000.00	\$ 4,000.00	\$ 9,705.00	\$ 9,705.00	\$ 45,000.00	\$ 45,000.00	\$ 50,000.00	\$ 50,000.00	\$ 35,000.00	\$ 35,000.00	\$ 15,000.00	\$ 15,000.00
2625	Field Locate and Pothole Existing Utilities, per Lump Sum	LS	1	\$ 38,000.00	\$ 38,000.00	\$ 21,600.00	\$ 21,600.00	\$ 50,000.00	\$ 50,000.00	\$ 30,000.00	\$ 30,000.00	\$ 72,000.00	\$ 72,000.00	\$ 25,000.00	\$ 25,000.00
1335	Mobilization, per Lump Sum	LS	1	\$ 47,455.00	\$ 47,455.00	\$ 394,000.00	\$ 394,000.00	\$ 135,000.00	\$ 135,000.00	\$ 350,000.00	\$ 350,000.00	\$ 521,300.00	\$ 521,300.00	\$ 250,000.00	\$ 250,000.00
TOTAL - BASE BID					\$ 6,671,632.00		\$ 8,456,900.00		\$ 4,578,573.75		\$ 5,742,482.00		\$ 6,082,863.00		\$ 5,647,309.00
					\$ 6,671,632.00		\$ 8,456,900.00		\$ 4,578,573.75		\$ 5,742,482.00		\$ 6,082,863.00		\$ 5,647,309.00



EXECUTIVE SUMMARY
02/02/2023

AGENDA SUBJECT:

Authorize the President of the BCRUA to finalize a Resolution approving Supplemental Contract No. 2 with Walker Partners, LLC for construction phase services of BCRUA Phase 1D Water Treatment Plant Expansion.

BACKGROUND:

In December 2021, the Board approved an agreement with Walker Partners, LLC, for design services for the Phase 1D water treatment plant expansion, which is currently estimated at \$18 million. Phase 1D increases the treatment capacity of the BCRUA WTP from 32.5 million gallons per day (MGD) to 42 MGD. Supplemental Contract No. 1, approved by the BCRUA General Manager in December 2022, provided bid phase services for the design of this project.

Proposals for construction of Phase 1D will be received on February 21, 2023. Supplemental Contract No. 2 will provide construction phase services, including commissioning and startup services, necessary for the completion of Phase 1D construction. The Construction Phase will commence with issuance of Notice to Proceed for the selected contractor and will terminate upon completion of final project close-out with the Texas Water Development Board (TWDB). It is expected that the Construction Phase will be twenty (20) months.

Total compensation for Basic Services under Supplemental Contract No. 2 is estimated to be \$1,437,119.00, billed based on Standard Hourly Rates. With this amendment, total compensation for the Project will be \$2,862,689.00. Construction phase services were anticipated and included in the 2021 SWIFT Loan, which was funded by TWDB.

Funding for this contract will be from the 2021 TWDB SWIFT low interest loan for Leander and local funds for Round Rock and Cedar Park. Leander cost will be 46.67% of \$1,437,119.00 which will be \$670,703.00.

RECOMMENDATION:

Staff recommends authorizing the President of the BCRUA to approve a resolution for the Supplemental Contract No. 2 with Walker Partners, LLC for construction phase services of the BCRUA Phase 1D project.

PRESENTER:

Daniel Grimsbo, PE, Executive Director of Infrastructure

Fiscal Impact

Amount requested: \$670,703.00

Approved in current budget (Yes / No): Yes

Expenditure (New / Amended): New

Recurring or one-time: One-Time

Fund source (Operating / Utility / etc.): 2021 TWDB SWIFT LOAN

Attachments

1. Construction Documents

ADDENDUM TO EXHIBIT B

ENGINEERING SERVICES

GENERAL

The purpose of Supplemental Amendment No. 2 is to provide bid and construction phase services for the Phase 1D Water Treatment Plant (WTP) Expansion Project. The Project increases the treatment capacity of the Owner WTP from approximately 32.5 million gallons per day (MGD) to approximately 42 MGD. Construction Phase Services shall commence with issuance of Notice-to-Proceed to the selected Contractor and will terminate upon completion of final project close-out with Texas Water Development Board (TWDB). Bid Phase Services will be considered completed upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors. Engineer shall be entitled to an equitable increase in compensation if Construction Phase Services are required after the original date for final completion of the Work as set forth in the construction Contract.

Engineer shall furnish a full-time (40 hours per week) Resident Project Representatives (RPR) to assist in observing progress and quality of the Work, including field checks of materials and installed equipment and providing oversight for Construction Phase Services to provide further protection for Owner against defects and deficiencies in the Work. RPR is an authorized representative of the Engineer and will act as directed by and under the supervision of the Engineer. As used herein, the term Engineer includes the RPR and any assistants or field staff.

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

Owner shall provide an office at the WTP for daily use by RPR. RPR shall provide full-time day-shift visual observation of materials, equipment, and construction work to ascertain that the work is performed in substantial conformance with the contract documents and the design intent. Overtime work (i.e., work at times other than during regular working hours stipulated in Section 00700, General Conditions) shall be provided as an additional service. Should Contractor choose to work at times other than during regular working hours stipulated in the General Conditions, Contractor shall bear the cost of all additional overtime work performed by the Engineer as detailed in the specifications.

BASIC SCOPE OF SERVICES

Task 1.0 - Project Management

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

Task 2.0 - Bidding Phase. Assist Owner in evaluating proposals for the Work. Prequalifying prime contractors and subcontractors is not included in this effort.

- 2.1 Evaluate and determine the acceptability of "or equals" and substitution of materials and equipment proposed by prospective proposers, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of the Contract for the Work.
- 2.2 Attend the Proposal opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals. Review the information in the proposals and advise Owner regarding the interpretation of the information provided as it relates to the selection criteria. Provide reference checks on key personnel from the information provided in the proposal and review the qualifications of key personnel offered. Report findings of the review of proposals and investigations to the Owner's selection committee. Facilitate scoring of proposals by the selection committee and assist in determining which proposal appears to provide the best value to the Owner based on proposals received.
- 2.3 Prepare conformed bidding documents. Incorporate addenda modifications into the drawings and specifications. Assist Owner in assembling the final Contract for the Work for execution by Owner and successful Proposer. Prepare stamped Engineer's recommendation of award letter and bid tabulation analysis. Furnish up to ten printed copies of the conformed bidding documents, four of which shall be provided to the Contractor.
- 2.4 Attend Owner Board and individual City council meetings to present a recommendation of award of the construction contract.
- 2.5 Submit advertisement, all addenda, bid tabulation, Engineer's recommendation of award letter and associated proposal to Texas Water Development Board (TWDB) to allow for contingent award of Contract.

- 2.6 Consult with Owner to review contractor's certificates of insurance and other required pre-NTP submittals for conformance with the requirements of the contract documents. Submit executed contract documents and contractor's certificates of insurance to TWDB to receive authorization to issue Notice-to-Proceed to the successful Proposer.
- 2.7 Assist Owner in selection of an independent testing laboratory to perform required construction materials testing services.

Task 3.0 - Construction Administration and Observation

- 3.1 *General Administration of Construction Contract.* Consult with Owner and act as Owner's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the General Conditions shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the General Conditions, except as otherwise provided in writing.
- 3.2 *Pre-Construction Conferences.* Facilitate a Pre-Construction Conference prior to commencement of Work at the Site.
- 3.3 *Schedules.* Receive, review, and determine the acceptability of all schedules that Contractor is required to submit to Engineer, including the Progress Schedules, Schedules of Submittals, and Schedules of Values.
- 3.4 *Survey.* As appropriate, establish baselines and benchmarks for locating the Work, which in Engineer's judgment are necessary to enable Contractors to proceed.
- 3.5 *Daily Field Reports.* Summarize daily construction activities in a daily field report and submit to Owner. Daily field reports shall allow for the complete description and documentation of the weather conditions, work force, activities, production, safety observations, quality control activities, work in progress and accomplished, materials testing performed, and the identification and monitoring of any deviations. The daily reports shall assist Owner and Engineer with troubleshooting problems and serve as a comprehensive report of all issues encountered on the project and how they were corrected. Photo documentation shall also be kept and made available as part of the Project documentation.
- 3.6 *Observation of Construction.* Observe, as an experienced and qualified professional, the progress and quality of Contractor's executed Work. Construction observation is not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work. The purpose of Engineer's visits and observations are to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by

the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as indicated in the Contract Documents.

- 3.7 *Project Meetings.* Attend and maintain active involvement in project related meetings excluding Contractor safety meetings. Types of meetings include construction progress, on-site troubleshooting, resolution, contractor weekly coordination, special review, public involvement, close-out meetings. It is anticipated that there will be monthly progress meetings. Prepare meeting minutes and retain the minutes as part of the Project documentation.
- 3.8 *Construction Deviations, Deficiencies, and Non-Conforming Work.*
 - 3.8.1 Identify and record any observed construction deviations and deficiencies including any Work that is not defective under the terms and standards set forth in the Contract Document but is nonetheless not compatible with the design concept of the completed Project as a functioning whole. Notify Owner and Engineer, monitor the issue, and provide documentation until it is addressed and/or resolved. Provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Contract Documents. Record noted deficiency and actions taken in daily field reports. Any stop-work orders or other penalties related to the noted deficiency may be initiated by Owner or Engineer.
 - 3.8.2 Engineer will have the authority to reject Contractor's Work while it is in progress if, on the basis of Engineer's observations, Engineer believes that such Work will not produce a completed Project that conforms generally to the Contract Documents or that it will threaten the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. However, neither Engineer's authority to reject Work nor Engineer's decision to exercise or not exercise such authority shall give rise to a duty or responsibility of the Engineer to Contractors, Subcontractors, material and equipment suppliers, their agents or employees, or any other person(s) or entities performing any of the Work, including but not limited to any duty or responsibility for Contractors' or Subcontractors' safety precautions and programs incident to the Work.
- 3.9 *Design Conflicts.* Summarize and present any design conflicts determined by Contractor or RPR for Owner review and action. Assist Owner by providing an opinion of appropriate action and prepare the necessary documents to initiate action and record the changes.
- 3.10 *Clarifications and Interpretations; Field Orders.* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Engineer will respond to appropriate Requests for Information (RFIs) from the Contractor. Engineer may issue Field Orders authorizing minor variations in the Work from the requirements of the Contract Documents that do not result in modifications to Contract Time or Price. Engineer shall

issue up to 75 clarifications and interpretations in the form of RFI responses and Field Orders.

- 3.11 *Change Orders and Work Change Directives.* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required (total of 20).
- 3.12 *Shop Drawings, Submittals and Samples.* Review and accept or take other appropriate action in respect to Shop Drawings, Submittals and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and acceptance or other action will not relieve the Contractor of sole responsibility for means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted. Engineer shall review up to 245 Shop Drawings and Samples.
- 3.13 *Substitutes and "or equal".* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor (total of 8).
- 3.14 *Inspections and Tests.* Require such special inspections or tests of Contractor's work as deemed reasonably necessary. Owner shall contract with the materials testing firm directly.
 - 3.14.1 Assist in scheduling of construction materials testing with the approved independent testing laboratory on behalf of Owner or the Contractor as required in the contract documents. Observe testing and review testing results. Notify all parties immediately of test results that do not meet the minimum requirements of the contract specifications. A copy of the test results shall be retained as part of the Project documentation.
 - 3.14.2 Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests (total of 150).
 - 3.14.3 Assist with certification of pay requests by the Owner contracted materials testing firm.
- 3.15 *Project Documentation and Records.* As described herein, copies of all relevant Project documentation shall be compiled and retained in an orderly fashion. Types of documentation anticipated include, but are not limited to, construction contract, daily field reports, photographs, submittals, RFIs, change orders, notifications and other project correspondence. Make Project records available to Owner upon request for Owner's review, audit and/or examination at Owner's cost and expense.
- 3.16 *Disagreements between Owner and Contractor.* Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or

progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing recommend to Owner either to deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith and while applying sound engineering practices in such capacity.

- 3.17 *Applications for Payment.* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
- 3.17.1 Determine the amounts that Engineer recommends Contractor be paid. Coordinate with Contractor for correction of any erroneous pay items before the pay application is approved and submitted to Owner. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).
- 3.17.2 By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

- 3.17.3 Engineer shall review and recommend payments for up to 24 Contractor applications for payment which assumes a 20% resubmittal rate.
- 3.18 *Certificates, Operation and Maintenance Manuals.* Verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work. Engineer shall receive, review, approve and transmit up to 37 operation and maintenance (O&M) manuals.
- 3.19 *Welding and Coating.*
- 3.19.1 QC Welding and Coatings Submittal Review. Provide oversight by an Engineering Technician, AWS QC1 Certified Welding Inspector, NDE Level III Certified individual to review submittals. Review of welding and procedures is to be in accordance with ASME BPVC Section IX and AWS D1.1/D1.1M as applicable. Review Welding Qualification Record of welders (WQR), Welding Procedure Qualifications Records (WPQR), Welding Procedure Specification (WPS), and coatings submittals.
- 3.19.2 Conduct on-site visits to provide quality assurance surveillance and observe the progress and quality of the executed work in accordance with the applicable welding code of AWS D1.1 and ASME Section IX to protect the Owner from defect and deficiencies in the Work. The Contractor is responsible for the actual supervision of construction operations and for safety measures.
- 3.19.3 Provide oversight by an Engineering Technician, AWS Certified Welding Inspector and NACE Certified Coating Inspector for the field welding of steel water transmission line improvements. The objective of this project is to provide quality assurance surveillance of pipe joint fit-up and welding during the welding of the steel pipe. Visual observation visits will be strategic and as the construction schedule requires. A final technical report with documentation of the submittal reviews, observation results and photographs of the construction progress will be provided at the end of the project.
- 3.19.4 Welding, Fabrication, and Erection Inspections. Provide the following services during welding and coating. The Contractor shall provide safe access to all areas for observations during construction. OSHA approved access will be necessary for the complete access of the pipeline.
- 3.19.4.1 Verify proper welding electrodes are electrode storage are used.
 - 3.19.4.2 Perform visual testing to verify compliance with contract specifications.
 - 3.19.4.3 Pre-surface preparation inspection.
 - 3.19.4.4 Measurement of ambient conditions.
 - 3.19.4.5 Evaluation of compressor and surface preparation equipment.
 - 3.19.4.6 Determination of surface preparation cleanliness and profile.
 - 3.19.4.7 Inspection of application equipment.
 - 3.19.4.8 Witnessing coating mixing.

- 3.19.4.9 Inspecting coating application.
- 3.19.4.10 Determination of dry film thickness.
- 3.19.4.11 Evaluating cleanliness between coats.
- 3.19.4.12 Evaluate cure.
- 3.20 *Commissioning and Startup (C&SU).*
 - 3.20.1 Commissioning Kickoff Meeting. Conduct Commissioning Kickoff Meeting with Engineer, Owner, and Contractor. Develop an agenda for the meeting and distribute meeting minutes.
 - 3.20.2 Pre-Commissioning
 - 3.20.2.1 Submittal Reviews. Review Contractor-provided, approved submittals and Operations and Maintenance (O&M) manuals for the purpose of developing the Verification Checklists (VCs) and Functional and Performance Test Packages (FAPTPs).
 - 3.20.2.2 Develop C&SU Plan. prepare an overall commissioning and startup plan. The Commissioning and Startup Plan will be the guiding document, intended to be utilized by the project team, to understand the recommended approach to transitioning the project from construction to operations with a fully trained operations and maintenance staff.
 - 3.20.2.2.1 Establish Systems and System Boundaries. Subdivide the project into unit process systems and create system boundaries for establishing manageable Functional and Performance Test Packages.
 - 3.20.2.2.2 Develop Equipment Lists for All Systems. Create equipment lists for each system to ensure all equipment included in each system is captured.
 - 3.20.2.2.3 Develop C&SU Plan. Develop a detailed C&SU Plan for the entire project, including a detailed overview of all required testing and training and the commissioning process for each system, as well as Project-wide commissioning requirements, guidelines, and procedures.
 - 3.20.2.2.4 Develop C&SU Schedule and Sequence. Develop, assemble, and distribute an overall Commissioning Schedule and proposed sequence in which the systems should be tested and started up. The Commissioning Schedule will identify commissioning and training activities and be developed in a traditional CPM format
 - 3.20.2.3 Develop Verification Checklists and Functional and Performance Test Packages. Develop Verification Checklists (VCs) and Functional and Performance Test Packages (FAPTPs) for each of the unit process systems identified in the C&SU Plan. The VCs and FAPTPs shall encompass all required testing for each identified system and include

step-by-step procedures and placeholders for data collection and signoff, such that the Contractor may utilize the documents to complete testing activities and document the results. The completed VCs and FAPTPs will be used to demonstrate compliance with the Contract requirements as they pertain to equipment testing and startup, document each system's readiness to be placed in service, and provide baseline operations data for major equipment. Equipment submittals, preliminary and final O&M manuals, vendor startup checklists, and other relevant submittals will be reviewed as needed to facilitate the development of the VCs and FAPTPs.

3.20.3 Commissioning Oversight and Coordination

- 3.20.3.1 Commissioning Oversight. Oversee, and witness field activities related to commissioning and startup to ensure equipment, instrumentation, and components are tested per the Contract requirements, including witnessing the SCADA Contractor's Software Acceptance Test (SAT), overseeing the implementation of each VC and FAPTP, and overseeing startup and the Functional Demonstration Test (FDT).
- 3.20.3.2 Commissioning Coordination. Facilitate regular Commissioning Coordination Meetings, including developing and distributing agendas and meeting minutes to all parties. Provide coordination and oversight of the commissioning/startup process and other aspects of construction that may impact existing water treatment plant operations. Assist in scheduling training sessions in accordance with Owner preferences and contractual requirements and ensure training is delivered in accordance with the Contract Documents

- 3.21 *Substantial Completion.* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner, Engineer and Contractor, conduct an inspection to determine if the Work is substantially complete. If after considering any objections of Owner, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor. Engineer shall attach to the certificate a punch list of items to be completed or corrected by the Contractor before final payment.
- 3.22 *Contractor's Completion Documents.* Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment.
- 3.23 *Final Notice of Acceptability of the Work.* Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice that the Work is acceptable to the best of Engineer's

knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.

- 3.24 *Record Drawings.* Review and compile as-recorded drawings as received from Contractor and produce as-recorded drawings for the Owner. Upon receipt of as-built or record documents from Contractor, which have been determined by Engineer to be comprehensive and generally accurate, Engineer shall produce as-recorded drawings for the Owner's use within thirty (30) days. Engineer cannot and does not warrant the accuracy of as-built or record information provided by Contractor.
- 3.25 *Limitation of Responsibilities.* Engineer shall not be responsible for the acts or omissions of any Contractor, or of any subcontractors, suppliers, or other individuals or entities performing or furnishing any of the Work. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.
- 3.26 *Project Close-Out.* Verify weekly that the Contractors are preparing and maintaining record documents in accordance with the Contract. Participate in site visits regarding Substantial Completion. Support Owner and Engineer in compiling a work list of known punch-list items. Observe whether items on the punch list have been completed or corrected and coordinate and attend a punch list walk-through. Assist Owner in compiling and confirming that all required project close-out documentation has been received and make recommendations concerning acceptance.
- 3.27 *TWDB Project Close-out Procedures.* Coordinate with TWDB to conduct a final inspection of the Project and submit close-out documents including a final change order, if any, final pay application, affidavit from Contractor that all bills have been paid, certificate from Engineer that work is completed in accordance with the Contract Documents, written resolution of acceptance of the Project by Owner, notification of the beginning date for the warranty period, and confirmation that record drawings have been received from the Contractor.
- 3.28 *Texas Commission on Environmental Quality (TCEQ).* Submit notification of project completion attesting to the fact that the Work has been completed in accordance with the plans on file with TCEQ.

Task 3.0 - Additional Services

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

- 4.1 Preparing to serve or serving as a consultant or witness for Owner in any litigation or arbitration.
- 4.2 Services required due to delays or other causes beyond Engineer's control.
- 4.3 Work required for providing OSHA approved and safe access to areas of the Project for welding and coating inspections. It is assumed that the Contractor will provide safe access to all areas of the Project for observations and inspections.
- 4.4 Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.

- 4.5 Providing assistance in responding to the presence of any endangered species encountered at the Site.
- 4.6 Preparation of comprehensive operation and maintenance manuals beyond that required to be supplied by the Contractor within the Construction Contract.
- 4.7 Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.
- 4.8 Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
- 4.9 Providing follow-up construction management services during Contractor's warranty period.
- 4.10 Working with Contractor's surety in the event of Contractor default or termination for cause.
- 4.11 Providing IBC special inspections.
- 4.12 Providing construction surveys and staking to enable Contractor to perform its work.
- 4.13 Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

ADDENDUM TO EXHIBIT C
WORK SCHEDULE

Bid Phase will terminate upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors. It is expected that the Bid Phase will be three (3) months

Construction Phase will commence with issuance of NTP for the selected contractor and will terminate upon completion of final project close-out with TWDB. It is expected that the Construction Phase will be twenty (20) months.

Engineer shall be entitled to an equitable increase in compensation if Construction Phase Services are required after the original dates for final completion of the Work, as set forth in the Construction Contracts, or if required due to Contractor delay beyond Substantial or Final Completion.

ADDENDUM TO EXHIBIT D COMPENSATION

Total compensation for Basic Services set forth in Addendum to Exhibit B under Supplemental Amendment No. 2 is estimated to be \$1,437,119. Total compensation for the Project shall be adjusted to \$2,862,689.

Owner shall pay Engineer for Basic Services set forth in Supplemental Amendment No. 1 on the basis of Standard Hourly Rates as described in Paragraph 1.0. Engineer's labor and fee summaries are attached as Appendix 1.

1.0 Owner shall pay Engineer for Basic Services set forth in Addendum to Exhibit B as follows:

- A. An amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer's Consultants' charges, if any.
- B. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer's services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer's Consultants' charges.
- C. Engineer's Standard Hourly Rates are attached to this Exhibit D as Appendix 2. The rate schedule is subject to annual review and adjustments.
- D. The total compensation for services under Paragraph 1.0 is estimated to be \$1,437,119.
- E. Engineer shall not exceed the total estimated compensation amount unless approved in writing by Owner. If it becomes apparent to Engineer that the compensation amount for Engineer's services will be exceeded, Engineer shall give Owner written notice thereof for review of the matter.
- F. The amounts billed for Engineer's services under Paragraph 1.0 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultants' charges.
- G. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer multiplied by a factor of 5%.
- H. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 5%.

Brushy Creek Regional Utility Authority
Phase 1D WTP Expansion - Construction Phase Services
Summary Fee Schedule

Description	Total Fee
Engineering Team Services ¹	\$921,026
RPR Services ²	\$516,093
Year 2022	\$226,026
Year 2023	\$290,067
Grand Total	\$1,437,119

¹ Reference Engineering Team Detailed Cost Breakdown

² Reference RPR Detailed Cost Breakdown

Brushy Creek Regional Utility Authority (BCRUA) Phase 1D WTP Expansion - Bid and Construction Phase Services 11/16/2022 Detailed Cost Breakdown - Engineering Services											Project Fee Summary			
											Engineering Services	\$921,026		

Basic and Special Services																
	Employee	Archer	Senior CM	Christensen	Nierrmann	Yen	Gieseke	Campbell	Hessel		Montemayor	Total Hours	Total Labor Effort	Total Expense Effort	Total Sub Effort	Total Effort
Task	Position	Project Manager	Moser	Senior Engineer	Civil Engineer	EIT	CAD Technician	Admin	RPLS	2 Man Survey Crew	Survey Technician					
1.0	Project Management															
1.1	Construction Management Plan	1		2		8		2				13	\$ 2,122	\$ -	\$ -	\$ 2,122
1.2	Project Administration	44		120	8	144		12				328	\$ 67,381	\$ 53	\$ 38,505	\$ 105,938
2.0	Bidding Services															
2.1	Substitutions Evaluation	1		2		4						7	\$ 1,350	\$ -	\$ 4,301	\$ 5,651
2.2	Proposal Opening, Bid Tabulation, and Proposal Review	2	4	16		24		4				50	\$ 9,500	\$ 118	\$ -	\$ 9,618
2.3	Conformed Docs, Recommendation of Award, Assemble Final Contract			2		12	40					54	\$ 9,370	\$ 788	\$ 5,441	\$ 15,599
2.4	Board and Council Meetings	8				4						12	\$ 2,920	\$ 217	\$ -	\$ 3,137
2.5	TWDB Submittal for Contingent Award	2						4				6	\$ 940	\$ -	\$ -	\$ 940
2.6	TWDB Submittal for NTP	2						4				6	\$ 940	\$ -	\$ -	\$ 940
2.7	Assist with Selection of Material Testing Lab			4		4						8	\$ 1,580	\$ -	\$ -	\$ 1,580
3.0	Construction Administration and Observation															
3.1	General Administration (incidental)															
3.2	Pre-Construction Conference	2		4		12		2				20	\$ 3,390	\$ 66	\$ 3,441	\$ 6,896
3.3	Schedules		2	8		16		2				28	\$ 4,970	\$ -	\$ -	\$ 4,970
3.4	Survey								4	12	8	24	\$ 3,660	\$ -	\$ -	\$ 3,660
3.5	Daily Field Reports			8		12						20	\$ 3,754	\$ -	\$ -	\$ 3,754
3.7	Observation of Construction	8	16	80		100		4				208	\$ 42,575	\$ 604	\$ 24,087	\$ 67,266
3.8	Project Meetings	8	5	40		40						93	\$ 20,094	\$ 1,234	\$ 10,795	\$ 32,123
3.9	Deviations, Deficiencies, Non-Conforming Work	1	4	8		8						21	\$ 4,753	\$ -	\$ -	\$ 4,753
3.10	Design Conflicts		2	4		16						22	\$ 3,815	\$ -	\$ 2,444	\$ 6,259
3.11	Clarifications, Interpretations, Field Orders	4	15	60	4	180						263	\$ 46,573	\$ -	\$ 14,837	\$ 61,410
3.12	Change Orders and Work Change Directives	5	5	40		60						110	\$ 21,828	\$ -	\$ 9,561	\$ 31,389
3.13	Shop Drawings, Submittals, and Samples			280	8	420						708	\$ 132,722	\$ -	\$ 46,824	\$ 179,546
3.14	Substitutes			5		5						10	\$ 2,015	\$ -	\$ 2,700	\$ 4,714
3.15	Inspections and Tests			4		30						34	\$ 5,059	\$ -	\$ 5,394	\$ 10,453
3.16	Project Documentation and Records					4		4				8	\$ 877	\$ -	\$ -	\$ 877
3.17	Disagreements between Owner and Contractor	2	2	8		12						24	\$ 4,978	\$ -	\$ -	\$ 4,978
3.18	Applications for Payment		2	36								38	\$ 10,465	\$ -	\$ -	\$ 10,465
3.19	Certificates, O&Ms			27		81						108	\$ 18,216	\$ -	\$ 7,293	\$ 25,509
3.2	Welding and Coating Inspections			8								8	\$ 2,205	\$ -	\$ 21,420	\$ 23,625
3.21	Commissioning and Startup	4		16		24						44	\$ 8,902	\$ -	\$ 216,147	\$ 225,049
3.22	Substantial Completion		2	24		24						50	\$ 10,483	\$ 118	\$ 9,041	\$ 19,642
3.23	Contractor's Completion Documents					4		2				6	\$ 718	\$ -	\$ -	\$ 718
3.24	Final Notice of Acceptability of Work		2	16		24						42	\$ 8,278	\$ 118	\$ 9,172	\$ 17,568
3.25	Record Drawings			2		8	60	4				74	\$ 13,343	\$ 788	\$ 11,026	\$ 25,157
3.26	Limitation of Responsibility (incidental)															
3.27	Project Close-out			8				2				10	\$ 2,382	\$ -	\$ -	\$ 2,382
3.28	TWDB Close-out Procedures	4				4						8	\$ 1,789	\$ -	\$ -	\$ 1,789
3.29	TCEQ			2								2	\$ 551	\$ -	\$ -	\$ 551
Total Basic Services Hours		98	61	834	20	1,284	100	46	4	12	8	2,467	\$ 474,497	\$ 4,102	\$ 442,427	\$ 921,026

Brushy Creek Regional Utility Authority (BCRUA) Phase 1D WTP Expansion - Bid and Construction Phase Services 11/16/2022 Detailed Cost Breakdown - Engineering Services											Project Fee Summary	
											Engineering Services	\$921,026
Task	Expenses	Miles	Meals	Printing	Travel	Other	Other	Other	Other	Other	Other	Total Expenses
1.0	Project Management											
1.1	Construction Management Plan											\$ -
1.2	Project Administration			50								\$ 53
2.0	Bidding Services											
2.1	Substitutions Evaluation											\$ -
2.2	Proposal Opening, Bid Tabulation, and Proposal Review	100	50									\$ 118
2.3	Conformed Docs, Recommendation of Award, Assemble Final Contract			750								\$ 788
2.4	Board and Council Meetings	250	50									\$ 217
2.5	TWDB Submittal for Contingent Award											\$ -
2.6	TWDB Submittal for NTP											\$ -
2.7	Assist with Selection of Material Testing Lab											\$ -
3.0	Construction Administration and Observation											
3.1	General Administration (incidental)											
3.2	Pre-Construction Conference	100										\$ 66
3.3	Schedules											\$ -
3.4	Survey											\$ -
3.5	Daily Field Reports											\$ -
3.7	Observation of Construction	600	200									\$ 604
3.8	Project Meetings	1,000	500	50								\$ 1,234
3.9	Deviations, Deficiencies, Non-Conforming Work											\$ -
3.1	Design Conflicts											\$ -
3.11	Clarifications, Interpretations, Field Orders											\$ -
3.12	Change Orders and Work Change Directives											\$ -
3.13	Shop Drawings, Submittals, and Samples											\$ -
3.14	Substitutes											\$ -
3.15	Inspections and Tests											\$ -
3.16	Project Documentation and Records											\$ -
3.17	Disagreements between Owner and Contractor											\$ -
3.18	Applications for Payment											\$ -
3.19	Certificates, O&Ms											\$ -
3.2	Welding and Coating Inspections											\$ -
3.21	Commissioning and Startup											\$ -
3.22	Substantial Completion	100	50									\$ 118
3.23	Contractor's Completion Documents											\$ -
3.24	Final Notice of Acceptability of Work	100	50									\$ 118
3.25	Record Drawings			750								\$ 788
3.26	Limitation of Responsibility (incidental)											\$ -
3.27	Project Close-out											\$ -
3.28	TWDB Close-out Procedures											\$ -
3.29	TCEQ											\$ -
Total Expenses Effort		\$ 1,477	\$ 945	\$ 1,680	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,102

Brushy Creek Regional Utility Authority (BCRUA) Phase 1D WTP Expansion - Bid and Construction Phase Services 11/16/2022 Detailed Cost Breakdown - Engineering Services											Project Fee Summary	
											Engineering Services	\$921,026
Task	Subconsultants	FNI	JHE	Schnabel	HOT Inspection						Total Sub Effort	
1.0	Project Management											
1.1	Construction Management Plan										\$	-
1.2	Project Administration	36,671									\$	38,505
2.0	Bidding Services											
2.1	Substitutions Evaluation	4,096									\$	4,301
2.2	Proposal Opening, Bid Tabulation, and Proposal Review										\$	-
2.3	Conformed Docs, Recommendation of Award, Assemble Final Contract	5,182									\$	5,441
2.4	Board and Council Meetings										\$	-
2.5	TWDB Submittal for Contingent Award										\$	-
2.6	TWDB Submittal for NTP										\$	-
2.7	Assist with Selection of Material Testing Lab										\$	-
3.0	Construction Administration and Observation											
3.1	General Administration (Incidental)										\$	3,441
3.2	Pre-Construction Conference	3,277									\$	-
3.3	Schedules										\$	-
3.4	Survey										\$	-
3.5	Daily Field Reports										\$	-
3.7	Observation of Construction	17,940		5,000							\$	24,087
3.8	Project Meetings	10,281									\$	10,795
3.9	Deviations, Deficiencies, Non-Conforming Work										\$	-
3.1	Design Conflicts	2,328									\$	2,444
3.11	Clarifications, Interpretations, Field Orders	14,130									\$	14,837
3.12	Change Orders and Work Change Directives	9,106									\$	9,561
3.13	Shop Drawings, Submittals, and Samples	39,594		5,000							\$	46,824
3.14	Substitutes	2,571									\$	2,700
3.15	Inspections and Tests	5,137									\$	5,394
3.16	Project Documentation and Records										\$	-
3.17	Disagreements between Owner and Contractor										\$	-
3.18	Applications for Payment										\$	-
3.19	Certificates, O&Ms	6,946									\$	7,293
3.2	Welding and Coating Inspections				20,400						\$	21,420
3.21	Commissioning and Startup	15,843	190,011								\$	216,147
3.22	Substantial Completion	8,610									\$	9,041
3.23	Contractor's Completion Documents										\$	-
3.24	Final Notice of Acceptability of Work	8,735									\$	9,172
3.25	Record Drawings	10,501									\$	11,026
3.26	Limitation of Responsibility (Incidental)										\$	-
3.27	Project Close-out										\$	-
3.28	TWDB Close-out Procedures										\$	-
3.29	TCEQ										\$	-
Total Subconsultants Effort		\$ 210,995	\$ 199,512	\$ 10,500	\$ 21,420	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 442,427

Brushy Creek Regional Utility Authority
Phase 1D WTP Expansion - Bid and Construction Phase Services
Detailed Cost Breakdown - RPR Services

Description	Firm	Name	Level of Effort	Start	End	2023	\$/HR	Annual Fee	2024	\$/HR	Annual Fee	Average Rate	Total Fee	FTE Months	Total Hours
RPR	Walker Partners	Matt Rudloff	1.0	4/1/2023	11/30/2024	9.0	\$ 145.00	\$226,026	11.0	\$ 152.25	\$290,067	\$ 149.00	\$516,093	20	3,464

Appendix 2 to Exhibit D
Standard Hourly Rates Schedule

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

Classification	Rate	Classification	Rate
Managing Principal	\$325/hour	Professional VII	\$125/hour
Manager VII	\$300/hour	Professional VI	\$110/hour
Manager VI	\$290/hour	Professional V	\$100/hour
Manager V	\$265/hour	Professional IV	\$95/hour
Manager IV	\$255/hour	Professional III	\$90/hour
Manager III	\$240/hour	Professional II	\$85/hour
Manager II	\$225/hour	Professional I	\$80/hour
Manager I	\$205/hour	Construction Manager IX	\$300/hour
Senior Engineer IV	\$275/hour	Construction Manager VIII	\$200/hour
Senior Engineer III	\$250/hour	Construction Manager VII	\$150/hour
Senior Engineer II	\$225/hour	Construction Manager VI	\$130/hour
Senior Engineer I	\$200/hour	Construction Manager V	\$115/hour
Survey Manager	\$200/hour	Construction Manager IV	\$110/hour
Project Manager IX	\$225/hour	Construction Manager III	\$100/hour
Project Manager VIII	\$215/hour	Construction Manager II	\$95/hour
Project Manager VII	\$205/hour	Construction Manager I	\$80/hour
Project Manager VI	\$195/hour	Technician XII	\$175/hour
Project Manager V	\$185/hour	Technician XI	\$160/hour
Project Manager IV	\$175/hour	Technician X	\$150/hour
Project Manager III	\$165/hour	Technician IX	\$140/hour
Project Manager II	\$150/hour	Technician VIII	\$125/hour
Project Manager I	\$140/hour	Technician VII	\$110/hour
Senior Design Engineer III	\$150/hour	Technician VI	\$95/hour
Senior Design Engineer II	\$135/hour	Technician V	\$90/hour
Senior Design Engineer I	\$125/hour	Technician IV	\$80/hour
Project Engineer IV	\$165/hour	Technician III	\$75/hour
Project Engineer III	\$155/hour	Technician II	\$60/hour
Project Engineer II	\$145/hour	Technician I	\$50/hour
Project Engineer I	\$135/hour	Support Staff V	\$100/hour
Project Surveyor VIII	\$160/hour	Support Staff IV	\$90/hour
Project Surveyor VII	\$150/hour	Support Staff III	\$80/hour
Project Surveyor VI	\$140/hour	Support Staff II	\$70/hour
Project Surveyor V	\$130/hour	Support Staff I	\$60/hour
Project Surveyor IV	\$120/hour	4-Man Crew	\$240/hour
Project Surveyor III	\$110/hour	3-Man Crew	\$225/hour
Project Surveyor II	\$100/hour	2-Man Crew	\$165/hour
Project Surveyor I	\$85/hour	1-Man Crew	\$145/hour



EXECUTIVE SUMMARY
02/02/2023

AGENDA SUBJECT:

Approval of purchase of forty-two (42) ballistic shields for the Leander Police Department in the amount of \$141,428.70 from GT Distributor, Inc. utilizing the BuyBoard Co-Op Contract; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

The City of Leander Police Department has been awarded a \$143,500.00 Bullet-Resistant Shield grant through the Office of the Governor – Criminal Justice Division (CJD). These funds will be used to purchase forty-two (42) Protech Assault VP Shield Level III W/Viewport ballistic shields through GT Distributors utilizing BuyBoard Contract #603-20, in the amount of \$141,428.70 for deployment to all SROs and patrol officers.

HISTORY/TIMELINE:

08/2022 - The Office of the Governor, Public Safety Office Criminal Justice Division announced grant funds available

12/2022 – Completed grant application

01/2023 – Grant awarded to this department in the amount of \$143,500.00

RECOMMENDATION:

Request approval authorizing the City Manager to execute any and all necessary documents.

PRESENTER:

Greg Minton, Chief of Police

Attachments

1. 2023 Grant Award Summary
2. GT BuyBoard Quote Contract #603-20
3. 2023 Ballistic Shield Flyer

Snapshot Description: Application - Execution of Grant Acceptance
Created: 1/11/2023 10:11:28 AM

Agency Name: Leander, City of
Grant/App: 4636801 **Start Date:** 9/1/2022 **End Date:** 8/31/2023

Project Title: Bullet-Resistant Shield
Status: Pending Final Approval

Eligibility Information

Your organization's Texas Payee/Taxpayer ID Number:
17420076469003

Application Eligibility Certify:

Created on:8/30/2022 11:59:36 AM By:John Lauden

Profile Information

Applicant Agency Name: Leander, City of
Project Title: Bullet-Resistant Shield
Division or Unit to Administer the Project: Police Department
Address Line 1: 705 Leander Dr
Address Line 2:
City/State/Zip: Leander Texas 78641-2024
Start Date: 9/1/2022
End Date: 8/31/2023

Regional Council of Governments(COG) within the Project's Impact Area: Capital Area Council of Governments

Headquarter County: Williamson

Counties within Project's Impact Area: Travis,Williamson

Grant Officials:

Authorized Official

Name: Richard Beverlin
Email: rbeverlin@leandertx.gov
Address 1: PO Box 319
Address 1:
City: Leander, Texas 78646
Phone: 512-528-2702 Other Phone: 512-230-6447
Fax: 512-690-2193
Title: Mr.
Salutation: Mr.
Position: City Manager

Financial Official

Name: Luana Wilcox
Email: lwilcox@leandertx.gov
Address 1: 705 Leander Dr
Address 1:
City: Leander, Texas 78641
Phone: 512-528-2832 Other Phone:
Fax: 512-528-2801
Title: Ms.
Salutation: Ms.
Position: Administrative analyst

Project Director

Name: Billy Fletcher
Email: bfletcher@leandertx.gov
Address 1: 705 Leander Drive
Address 1:
City: Leander, Texas 78641
Phone: 512-528-2814 Other Phone: 512-788-6229
Fax: 512-528-2801
Title: Mr.
Salutation: Lieutenant
Position: Lieutenant

Grant Writer

Name: John Lauden
Email: jlauden@leandertx.gov
Address 1: 705 Leander Dr
Address 1:
City: Leander, Texas 78641
Phone: 512-528-2948 Other Phone:
Fax:
Title: Mr.
Salutation: Lieutenant
Position: Patrol Lieutenant

Grant Vendor Information

Organization Type: Unit of Local Government (City, Town, or Village)
Organization Option: applying to provide services to all others
Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID): 17420076469003
Unique Entity Identifier (UEI): G1VDQZJWDGA4

Narrative Information

Introduction

The Bullet-Resistant Shield Grant Program equips law enforcement officers at risk of shootings with bullet-resistant shields.

The funding announcement, located on the [eGrants Calendar](#) page, describes the organization types, activities, and costs that are eligible under the announcement. The PSO's [eGrants User Guide to Creating an Application](#) guides applicants through the process of creating and submitting an application in eGrants. Information and guidance related to the management and use of grant funds can be found in the PSO's Guide to Grants, located on the [PSO Resource for Applicants and Grantees webpage](#).

Certifications

In addition to the requirements found in existing statute, regulation, and the funding announcement, this program requires applicant organizations to certify compliance with the following:

Constitutional Compliance

Applicant assures that it will not engage in any activity that violates Constitutional law including profiling based upon race.

Active Shooter Policy

All eligible organizations that apply for grant funds will ensure its law enforcement agency adopts a Critical Incidents In-Progress (Active Shooter) policy implementing, at a minimum, protocols for assessing an active threat or violent encounter and immediately responding in order to stop the killing, stop the dying, and provide rapid casualty evacuation. The policy should include procedures that address:

- Concepts and Principles
- Community/First Responder Agency Notifications
- Mutual Aid Implementation
- Solo Officer Deployment
- Officer Team Deployment
- Follow-On Responders (Rescue Task Force)
- Incident Command - Unified Command Considerations
- Incident Debriefing

- Training

ALERRT Training

All officers provided with a grant funded ballistic shield must have either attended 16 hours of ALERRT (Advanced Law Enforcement Rapid Response Training) within the last 24 months or commit to attend within the next 24 months. ALERRT's upcoming course catalog can be found here: <https://alerrt.org/Upcoming>.

NIJ Ballistic Shield Standards

Applicant assures that shields purchased with grant funds will comply with the National Institute of Justice (NIJ) Level III, III+, or IV.

Cybersecurity Training Requirement

Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the Cybersecurity Training Certification for State and Local Governments. A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the Texas Department of Information Resources Statewide Cybersecurity Awareness Training page.

Criminal History Reporting

Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the *Texas Code of Criminal Procedure, Chapter 66*. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

Uniform Crime Reporting (UCR)

Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

Entities That Collect Sexual Assault/Sex Offense Evidence or Investigate/Prosecute Sexual Assault or Other Sex Offenses

In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit DPS's [Sexual Assault Evidence Tracking Program](#) website for more information or to set up an account to begin participating.

Compliance with State and Federal Laws, Programs and Procedures

Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the [CEO/Law Enforcement Certifications and Assurances Form](#) certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to OOG and is active until August 31, 2023 or the end of the grant period, whichever is later.

Civil Rights Liaison

A civil rights liaison who will serve as the grantee's civil rights point of contact and who will be responsible for ensuring that the grantee meets all applicable civil rights requirements must be designated. The designee will act as the grantee's liaison in civil rights matters with PSO and with the federal Office of Justice Programs.

Enter the Name of the Civil Rights Liaison:

Christy Davis

Enter the Address for the Civil Rights Liaison:

200 W. Willis St Leander, TX 78641

Enter the Phone Number for the Civil Rights Liaison [(999) 999-9999 x9999]:

512.528.2700

Overall Certification

Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the PSO Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.

X I certify to all of the application content & requirements.

Project Abstract :

The active shooter event at Columbine High School in Littleton, Colorado can arguably be viewed as the turning point for law enforcement response to active killing events. A definition of an active shooter event is an individual killing or attempting to kill people in a confined and populated area. (U.S. Department of Homeland Security, 2008) Up to that point, local law enforcement would take an approach of surround the building and call SWAT to resolve the situation. The revised approach involves a more immediate response by patrol officers, instead of waiting for SWAT, and ultimately resulted in the founding of the ALERRT Center in 2002 "...to address the need for active shooter response training for first responders." The training "...class divides response into two phases: Stop the Killing and Stop the Dying." (ALERRT and FBI, 2020) provided by ALERRT is the national standard, and they have provided training to over 248,000 first responders. One of the core elements of the training that has developed from the active killing tragedies, as well as the ALERRT research and training, is the solo officer response. The basis of that response is as it sounds, a solo officer responds to the incident and resolves the incident. A key piece of equipment for the solo officer response is ballistic protection, specifically ballistic shields, designed to stop rifle rounds. Officers wear ballistic protection in the form of vests on a daily basis, but those are designed for handgun rounds, and will not stop rifle rounds.

Problem Statement :

While ballistic plates are not practical for daily wear for officers, nor is it practical to carry a ballistic shield to every call, in an active killing incident, a shield would be an essential piece of protective gear. "...also displays lethality by weapon used and most severe hit location. We draw the reader's attention to the difference in lethality when the officer's most severe hit location was in the torso. Eighty-six percent of the officers whose

most severe hit was in the torso with a pistol or shotgun survived; whereas only 33% of those whose most severe injury was in the torso with a rifle survived. Officers who were shot in the torso with a rifle were 12 times more likely to die than those shot with a pistol or shotgun.” (Blair and Duron, 2022) While there are numerous incidents that can be reviewed regarding the benefits of having a ballistic shield, the active shooter event in Uvalde, TX was reviewed extensively. In the assessment of the Robb Elementary School Attack Response Assessment and Recommendations completed by the ALERRT Center there were multiple notations regarding ballistic shields. The ALERRT Center stated that having a shield, in addition to breaching tools, tactical operators and CS gas, were factors that would have increased the capability of those responding officers. “Each ballistic shield afforded first responders additional protection from potential gunfire.” (ALERRT, 2022)

Supporting Data :

It was also noted that “...responding officers making the initial approach did not have immediate access to ballistic shields.” (ALERRT, 2022) That posed a tactical challenge as there was no protection against a shooter, armed with a rifle. Further, the officers believed that the door to the classroom where the shooter went was locked. Attempting to unlock the door posed a further challenge. “After much discussion and observation, it was clear that an unshielded officer faced imminent serious bodily injury or death if they were to attempt to unlock the door. (ALERRT, 2022) Finally, the review noted that “Although the breach was conducted quickly, and a positive breach was established, there was still a substantial risk of serious bodily injury or death to officers if this breach were to be performed without a ballistic shield.” (ALERRT, 2022). From the interim report of the committee convened to investigate the Robb Elementary Shooting, and presented to the Texas House of Representatives it stated that “The Committee heard evidence that the rifle-rated shield was the only one that would have provided meaningful protection to officers against the attacker’s AR-15 rifle.” (Burrows, Moody and Guzman, 2022)

Project Approach & Activities:

The department conducted a trial and evaluation of 3 sizes of Type III+ rated shields, composed of steel plates with a Polyurea coating. While the steel plates are more affordable, the weight of the shields that provided sufficient coverage were cumbersome for deployment. On the smallest shield, where the weight was in consistent with other similarly rated shields, the ballistic protection surface was considerably smaller.

Capacity & Capabilities:

Law enforcement agencies are having to react to the need of rifle rated ballistic shields for active shooting incidents, while working within a budget. A recent quote shows the cost of a Protech Assault VP Shield Level III W/Viewport to be about \$3,500. The quote was for Type III NIJ 0108.01 rating, designed to stop some rifle rounds. The Leander Police Department is working under the same restrictions as other agencies regarding budgetary constraints. While the department has a small number of shields, it would be optimal to have ballistic shields available to each officer so that if an incident occurs, they would be outfitted with ballistic protection regardless of who arrived first. The optimum funding would allow the Leander Police Department to outfit each patrol vehicle, and SRO vehicle with a rifle rated ballistic shield. Currently, the department has a patrol fleet of 37 vehicles, and SRO has 4 fleet vehicles. The total funding requested for 41 fleet vehicles is roughly \$143,500.00. Additionally, the department contracts with the Leander Independent School District to provide school resource officers for some of the campuses within the city limits, and that presents a need to ensure those officers have that protection. The SRO’s will be the first officers on scene of a school incident.

Performance Management :

Currently, the department has a patrol fleet of 37 vehicles, and SRO has 4 fleet vehicles. The total funding requested for 41 fleet vehicles is roughly \$143,500.00. A requirement to receive funding includes a commitment to have officers who receive a shield attend at least 16 hours of training through the ALERRT Center within 24 months, or have had that training through within the past 24 months. The department has about 25 officers who have attended the ALERRT Level 1 training class, however many of them are outside the 24 month window. Due to the fact that the training provided by ALERRT is unsurpassed for active shooter training, that commitment to having the officers attend training is certain.

Target Group :

The optimum funding would allow the Leander Police Department to outfit each patrol vehicle, and SRO vehicle with a rifle rated ballistic shield. Currently, the department has a patrol fleet of 37 vehicles, and SRO has 4 fleet vehicles.

Evidence-Based Practices:

Advanced Law Enforcement Rapid Response Training Center at Texas State University and Federal Bureau of Investigation (2020) Active Shooter Response - Level 1. version 7.2. Advanced Law Enforcement Rapid Response Training Center website, alert.org Advanced Law Enforcement Rapid Response Training Center at Texas State University (2022) Robb Elementary School Attack Response Assessment and Recommendations Blair, J Pete and Duron, Aaron (2020) How police officers are shot and killed during active shooter events: Implications for response and training; The Police Journal: Theory, Practice and Principles 2022, Vol. 0(0) 1–19 Investigative Committee on the Robb Elementary Shooting, Interim Report, Texas House of Representative, 2022 U.S. Department of Homeland Security (2008) Active Shooter: How to Respond.

Project Activities Information

Introduction

This section contains questions about your project. It is very important for applicants to review their funding announcement for guidance on how to fill out this section. Unless otherwise specified, answers should be about the EXPECTED activities to occur during the project period.

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Equipment and Technology	100.00	After purchasing and issuing the Bullet-Resistant Shields, they will be deployed by officers to protect them during critical incidents.

CJD Purpose Areas

PERCENT DEDICATED	PURPOSE AREA	PURPOSE AREA DESCRIPTION
-------------------	--------------	--------------------------

Measures Information

Objective Output Measures

OUTPUT MEASURE	TARGET LEVEL
Equipment or technology: Individuals/operators equipped	41
Equipment or technology: Organizations directly using	1
Number of bullet-resistant shields purchased with grant funds.	41

Objective Outcome Measures

OUTCOME MEASURE	TARGET LEVEL
-----------------	--------------

Custom Output Measures

CUSTOM OUTPUT MEASURE	TARGET LEVEL
-----------------------	--------------

Custom Outcome Measures

CUSTOM OUTCOME MEASURE	TARGET LEVEL
------------------------	--------------

Resolution from Governing Body

Applications from nonprofit corporations, local units of governments, and other political subdivisions must include a [resolution](#) that contains the following:

1. Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update the PSO should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO.

Upon approval from your agency's governing body, upload the [approved](#) resolution to eGrants by clicking on the **Upload Files** sub-tab located in the **Summary** tab.

Contract Compliance

Will PSO grant funds be used to support any contracts for professional services?

Select the appropriate response:

☐ Yes

☒ No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

Lobbying

For applicant agencies requesting grant funds in excess of \$100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Select the appropriate response:

- ☐ Yes
☒ No
☐ N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?

Select the appropriate response:

- ☐ Yes
☒ No
☐ N/A

Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:

10/1/2022

Enter the End Date [mm/dd/yyyy]:

9/30/2023

Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:

Enter the amount (in Whole Dollars \$) of Federal Grant Funds expended:

576828

Enter the amount (in Whole Dollars \$) of State Grant Funds expended:

23276

Single Audit

Applicants who expend less than \$750,000 in federal grant funding or less than \$750,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a PSO grant. However, PSO may require a limited scope audit as defined in 2 CFR Part 200, Subpart F - Audit Requirements.

Has the applicant agency expended federal grant funding of \$750,000 or more, or state grant funding of \$750,000 or more during the most recently completed fiscal year?

Select the appropriate response:

- ☐ Yes
☒ No

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor in accordance with the State of Texas Single Audit Circular; or CFR Part 200, Subpart F - Audit Requirements.

Enter the date of your last annual single audit:

9/30/2020

Debarment

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:

☒ I Certify

☐ Unable to Certify

If you selected **Unable to Certify** above, please provide an explanation as to why the applicant agency cannot certify the statements.

Fiscal Capability Information

Section 1: Organizational Information

*** FOR PROFIT CORPORATIONS ONLY ***

Enter the following values in order to submit the application

Enter the Year in which the Corporation was Founded: 0

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status: 01/01/1900

Enter the Employer Identification Number Assigned by the IRS: 0

Enter the Charter Number assigned by the Texas Secretary of State: 0

Enter the Year in which the Corporation was Founded:

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status:

Enter the Employer Identification Number Assigned by the IRS:

Enter the Charter Number assigned by the Texas Secretary of State:

Section 2: Accounting System

The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger). The grantee must establish a time and effort system to track personnel costs by project. This should be reported on an hourly basis, or in increments of an hour.

Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts)?

Select the appropriate response:

☐ Yes

☐ No

Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?

Select the appropriate response:

☐ Yes

☐ No

Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?

Select the appropriate response:

☐ Yes
☐ No

If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 3: Financial Capability

Grant agencies should prepare annual financial statements. At a minimum, current internal balance sheet and income statements are required. A balance sheet is a statement of financial position for a grant agency disclosing assets, liabilities, and retained earnings at a given point in time. An income statement is a summary of revenue and expenses for a grant agency during a fiscal year.

Has the grant agency undergone an independent audit?

Select the appropriate response:

☐ Yes
☐ No

Does the organization prepare financial statements at least annually?

Select the appropriate response:

☐ Yes
☐ No

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?

Select the appropriate response:

☐ Yes
☐ No

If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 4: Budgetary Controls

Grant agencies should establish a system to track expenditures against budget and / or funded amounts. Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award?

☐ Yes
☐ No

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?

☐ Yes
☐ No

If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Section 5: Internal Controls

Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist. For example, one person should not have authorization to sign checks and make deposits.

Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?

Select the appropriate response:

☐ Yes
☐ No

Is there separation of responsibility in the receipt, payment, and recording of costs?

Select the appropriate response:

☐ Yes

☐ No

If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Equipment	Bullet-Resistant Shield	Protech Assault VP Shield Level III W/Viewport (Cost is approximately \$3,500 each @ 41 (#patrol vehicles) = \$143,500) These bullet-resistant shields are compliant with the National Institute of Justice (NIJ) Level III.	\$143,500.00	\$0.00	\$0.00	\$0.00	\$143,500.00	41

Source of Match Information

Detail Source of Match/GPI:

DESCRIPTION	MATCH TYPE	AMOUNT
-------------	------------	--------

Summary Source of Match/GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Budget Summary Information

Budget Summary Information by Budget Category:

CATEGORY	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Equipment	\$143,500.00	\$0.00	\$0.00	\$0.00	\$143,500.00

Budget Grand Total Information:

OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
\$143,500.00	\$0.00	\$0.00	\$0.00	\$143,500.00

Condition Of Fundings Information

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Funds	Hold Line Item Funds
Compliance with State and Federal Laws, Programs and Procedures: Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible grantees/applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code. Each local unit of government and institution of higher education that operates a law enforcement agency must download, complete and then upload the CEO/Law Enforcement Certifications and Assurances Form certifying compliance with federal and state immigration enforcement requirements.	11/10/2022 3:00:17 PM		Yes	No
This grant must be administered by the Police Department, Sheriff's Office, Constable Precinct, or other Law Enforcement Division/Department within the grantee organization as submitted in the original application. Deviation from the approved budget or project scope requires prior authorization from the Public Safety Office. Failure to comply with this requirement could result in the termination of your grant.	1/6/2023 2:49:02 PM		No	No

You are logged in as **User Name:** RichardBeverlin



GT Distributors - Austin
1124 New Meister Ln., Ste 100
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(512) 451-8298 Ext. 0000

Quote	QTE0160511
Date	1/18/2023
Page:	1

Bill To:

Leander Police Department (TX)
Attn: Accounts Payable
P.O. Box 319
Leander TX 78646

Ship To:

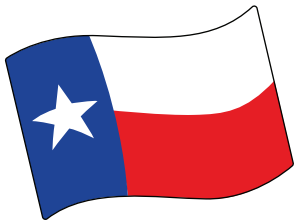
Leander Police Department (TX)
705 Leander Dr.
Leander TX 78641

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
PTA 011823	000017	BF	FACTORY DIRECT	NET 15	0/0/0000	2,639,570
Quantity	Item Number	Description	UOM	Unit Price	Ext. Price	
42	PTA-1347352*	Protech Assault VP Shield Level III W/Viewport	EA	\$3,367.35	\$141,428.70	
1	NOTES:	Notes: Quotation reflects BuyBoard Contract 603-20. Contract period 04/01/22-03/31/23. Email BuyBoard PO's to info@buyboard.com	EA	\$0.00	\$0.00	

QUOTE IS GOOD FOR 30 DAYS. IN ORDER TO RECEIVE QUOTED PRICE
PLEASE PRESENT A COPY OF QUOTE AT POINT OF SALE IN STORES OR
REFERENCE QUOTE NUMBER ON PO OR REQUISITION

Thank you, your salesman was Adam Balak

Subtotal	\$141,428.70
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Total	\$141,428.70



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SHIELD SOLUTIONS

SAFARILAND | **PROTECH™**



PROTECH™

ASSAULT 1, 2, 3

- Designed for rifle protection and tight quarter entries, the Assault series of shields are lightweight and composed of high-performance polyethylene fiber.
- Defeating 5 impacts of the Type III M80 round, Assault shields are also special threat tested against the 7.62mm, 123 gr mild steel core.
- Size/Weight (approx.):
 - Assault 1** – 16" x 24" / 12 lbs / Part ID 1150468
 - Assault 2** – 16" x 30" / 15lbs / Part ID 1150469
 - Assault 3** – 16" x 39" / 19lbs / Part ID 1150470

NIJ 0108.01 compliant



PROTECH™

ASSAULT™ II, III VP

- Integrates lightweight level III protection with a triangular ballistic viewport capable of stopping 7.62 x 51mm, 147 gr. M80 FMJ (NATO) rounds
- Capable of stopping impacts of the 5.56 x 45mm M193 and 7.62 x 39mm MSC special threat rounds on all components – including bolts and viewport
 - Assault II VP** – 16" x 30" / 20lbs / Part ID 1347352
 - Assault III VP** – 20" x 36" / 26.9lbs / Part ID 1352071
- Available with the 1200 Lumens FoxFury® Taker B70™ Integrated Light and Horizontal handle

NIJ 0108.01 compliant



HARDWARE®

TACTICAL SHIELDS

- Designed from armor technology developed for the Department of Defense and input from law enforcement professionals, these shields give you ultra lightweight protection in nearly any tactical scenario
- 3 strategic designs - Standard, Notched and Window Tactical models
- Size/Weight (approx.):
 - **Standard** Tactical – 20" x 30" / 20 lbs / Part ID 1356073
 - **Notched** Tactical – 20" x 30" / 18lbs / Part ID 1356076
 - **Window** Tactical – 20" x 30" / 26lbs / Part ID 1356079

NIJ 0108.01 compliant



PROTECH®

NATO 1, 2, 3

- The PROTECH® Tactical NATO family of shields offer free-standing capability with a curved rectangular design for added Type III protection.
- The polyethylene armor composite is protected by an aluminum skin and features a 2" x 10" viewport in the NATO 1 and NATO 2 and a 4" x 16" viewport in the NATO 3.
- Capable of defeating 7.62 x 39mm, 123 gr. Mild Steel Core and .30 Cal, 44 gr. FSP – V50 special threat round
- Size/Weight (approx.):
 - **NATO 1** – 16" x 32" / 28lbs / Part ID 11504
 - **NATO 2** – 20" x 34" / 34lbs / Part ID 1150466
 - **NATO 3** – 26" x 48" / 81lbs / Part ID 1150467

NIJ 0108.01 compliant



PROTECH®

PART ID 1189266

NATO SS 20x32

- The PROTECH® Tactical NATO SS offers free-standing capability with a curved rectangular design for added Type III protection.
- The polyethylene and ceramic armor composite is protected by an aluminum skin and features a 4" x 10" ballistic glass and acrylic composite viewport.
- Special Threat tested against:
 - 7.62 x 39mm, 123 gr. Mild Steel Core
 - 7.62 x 39mm, PS Ball Projectile
 - 5.56 x 45mm, 55 gr. M193
 - 5.56 x 45mm, Tactical Bonded Projectile
 - 5.56 x 45mm, M855
 - .30 Cal, 44 gr. FSP – V50
- Size/Weight (approx.):
 - **NATO SS** – 20" x 32" / 35lbs

NIJ 0108.01 compliant



PROTECH®

PART ID 1002564

PHOENIX IV™ 24x48

- This heavy duty shield is composed of a ceramic/polyethylene composite and covered with an aluminum skin with an ambidextrous horizontal handle.
- Includes three opaque ballistic panels and a base and wheel assembly with welded platform to lock in stationary positions.
- Capable of defeating the 7.62mm, 166 gr. armor piercing 30-06 round
- Size/Weight (approx.):
 - **Phoenix IV** (includes 3 panels) 24" x 48" / 50lbs
 - **Optional additional panels** 24" x 17" each (sold separately) / 65lbs

NIJ 0108.01 compliant



*Options available for all Protech ballistic shields - Carry bags, shield hoods, viewport covers, shield support hooks, FoxFury® Taker light systems



Quantity pricing available.

1-800-775-5996
email: sales@gtdist.com



EXECUTIVE SUMMARY
02/02/2023

AGENDA SUBJECT:

Approval of purchase of a multi-sensor digital security camera system for the Leander Police Department Headquarters in the amount of \$55,625.44 from Convergent Technologies utilizing the Sourcewell Contract #030421-CTL; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

This item is to replace end-of life/end-of support surveillance camera equipment in the police department building, some of which dates to 2007. This project will also replace all cameras in the police department building that were made by foreign manufacturers who are on the “covered list” under the Federal Secure Equipment Act of 2021. The new cameras will help ensure accountability and reviewability of any incidents that may occur in public and holding areas of the police department.

RECOMMENDATION:

Request approval authorizing the City Manager to execute any and all necessary documents.

PRESENTER:

Greg Minton, Chief of Police

Fiscal Impact

Amount requested: \$55,625.44

Approved in current budget (Yes / No): Yes

Expenditure (New / Amended): New

Recurring or one-time: One-Time

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



EXECUTIVE SUMMARY
02/02/2023

AGENDA SUBJECT:

Conduct a Public Hearing 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 Boulevard, Leander, Williamson County, Texas.

- Discuss and consider action regarding Comprehensive Plan Case CPA-22-0005 as described above.

BACKGROUND:

This request is the second step in the Comprehensive Plan Amendment process. Staff recommends approval of the requested amendment.

HISTORY/TIMELINE:

05/06/2021 - Variance approved to not require the extension of Republic Trails Boulevard to the south
01/12/2023 - Planning & Zoning Commission, 1st Public Hearing

APPLICANT/AGENT:

Kimley-Horn and Associates (Ethan Harwell) on behalf of Lenox Hill Owner, LLC (Chun Yi Huang).

RECOMMENDATION:

The Planning & Zoning Commission unanimously recommended approval of the request during the January 12, 2023 meeting.

PRESENTER:

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

Attachments

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



PLANNING ANALYSIS

COMPREHENSIVE PLAN CASE CPA-22-0005 REMOVAL OF REPUBLIC TRAILS EXTENSION

GENERAL INFORMATION

Owner/Agent: Kimley-Horn and Associates (Ethan Harwell) on behalf of Lenox Hill Owner, LLC (Chun Yi Huang).

Current Roadway Classification: Residential Collector (2 lanes)

Current Future Land Use Category: Neighborhood Residential and Multi-Use Corridor – Priority Corridor

Size and Location: The extension of Republic Trails is located due south of the Hazlewood Phase 4B subdivision and runs parallel (north-south) to Ronald W Reagan Blvd.

Staff Contact: Cory Dale, Planner

APPLICANT REQUEST

The applicant has submitted a request to remove the extension of Republic Trails Blvd that extends south from the Hazlewood Subdivision to Ronald W Reagan Blvd in order to be compatible with adjacent developments, be respectful of existing natural features and floodplain and align with goals of Master Plan. Please reference attachment 7 Letter of Intent for additional details.

STAFF CONCLUSIONS

Y N

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

SPECIAL CONSIDERATIONS

This project currently has a final plat, public improvements construction plans, and site development plans submitted for review. On May 6, 2021, City Council approved a variance (21-VA-001) to not extend Republic Trails through the Blockhouse Creek Apartment tract. Blockhouse Creek Apartments are directly south of the Hazelwood Phase 4B subdivision. Additionally, the subject tract has an existing floodplain and floodplain running parallel and within the proposed alignment of Republic Trails. A roadway encumbered by a floodplain may create substantial safety and engineering concerns to construct.

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

	ZONING	LAND USE
NORTH	PUD-TH PUD-LO	Undeveloped (Creeks Edge PUD)
EAST	SFR-2-B	Undeveloped
SOUTH	GB (General Business) PUD (Semi-Urban SF)	Undeveloped (City of Cedar Park)
WEST	ETJ	Established Residential (Lakewood Country Estates - City of Cedar Park)

SURROUNDING AREA:

This property is located south of the Leander Parks Apartments (aka Blockhouse Crossing Apartments) and directly east of the Lakewood Country Estates (established single-family subdivision) within Cedar Park ETJ.

PHYSICAL AND NATURAL FEATURES:

This property contains both floodplain and floodway, is undeveloped and contains significant tree cover which will be subject to the Leander tree preservation requirements and mitigation at time of site development submittal.

PROPERTY HISTORY:

10/05/2006 – Front portion of tract contiguous along Ronald Reagan annexed (Ord. 06-039-00).

01/17/2013 – Rear portion of tract annexed (Ord. 13-006-00).

PREVIOUS ZONING CASES:

The following zone cases were previously submitted for this property:

- 18-Z-036 requested a zone change to Planned Unit Development (SFT-2-A) and was approved on 04/18/2019.
- 21-Z-031 request to amend the PUD and allow for multiple units on one lot was approved administratively on 10/11/2021.

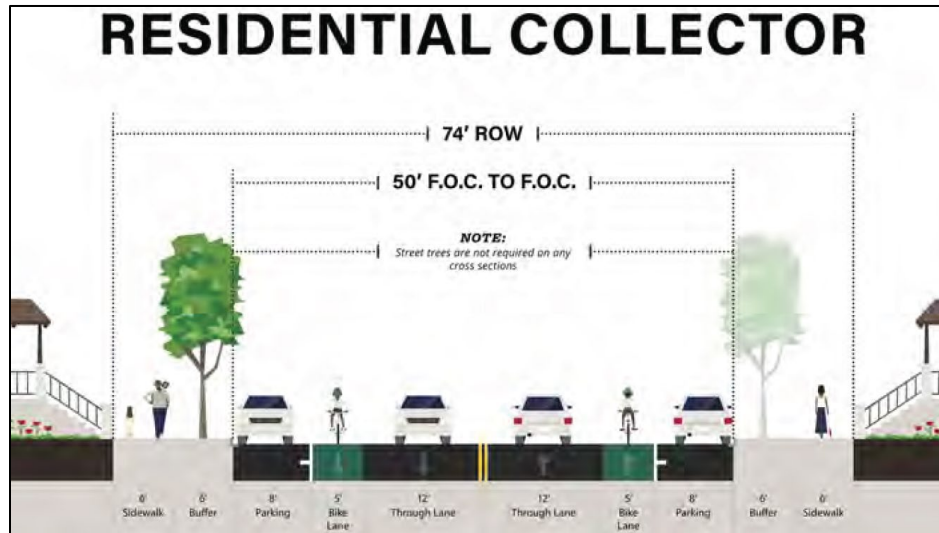
MAJOR CORRIDORS:

This property has access onto Ronald W Reagan Blvd.

TRANSPORTATION PLAN REQUIREMENTS:

This property includes the future and potential expansion of Republic Trails Blvd (collector). 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
Republic Trails	Collector	Urban Collector – low traffic	74' ROW 2 travel lanes 6' sidewalk

**EXISTING UTILITIES:**

This property has access to both water and sewer along Ronald W Reagan Blvd.

CURRENT LAND USES:

This property is currently undeveloped.

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

- Ensure a connected, balanced network of streets and prioritize timely improvements through managed planning systems.

Applicable Roadway Classification:**COLLECTOR ROADWAY**

A street which collects traffic from local streets and serves as the most direct route to an arterial street and meeting the standards of the Transportation Criteria Manual.

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 for the overall project was held with Staff on 08/23/2021. A Thoroughfare Master Plan amendment was discussed to remove or relocate the future extension of Republic Trails through this site.

NOTIFICATION

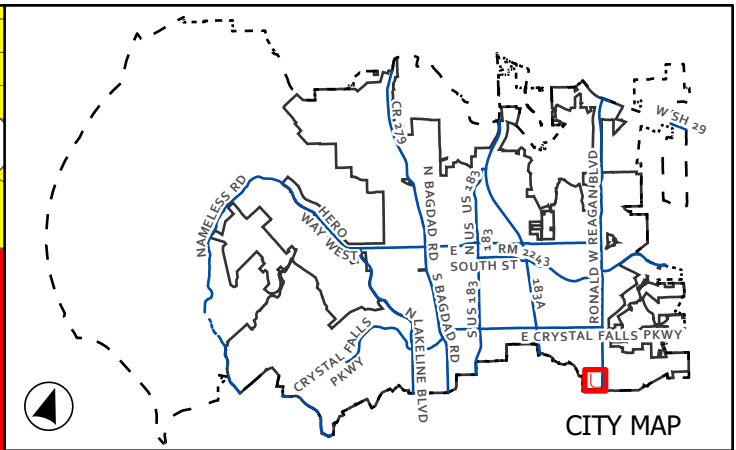
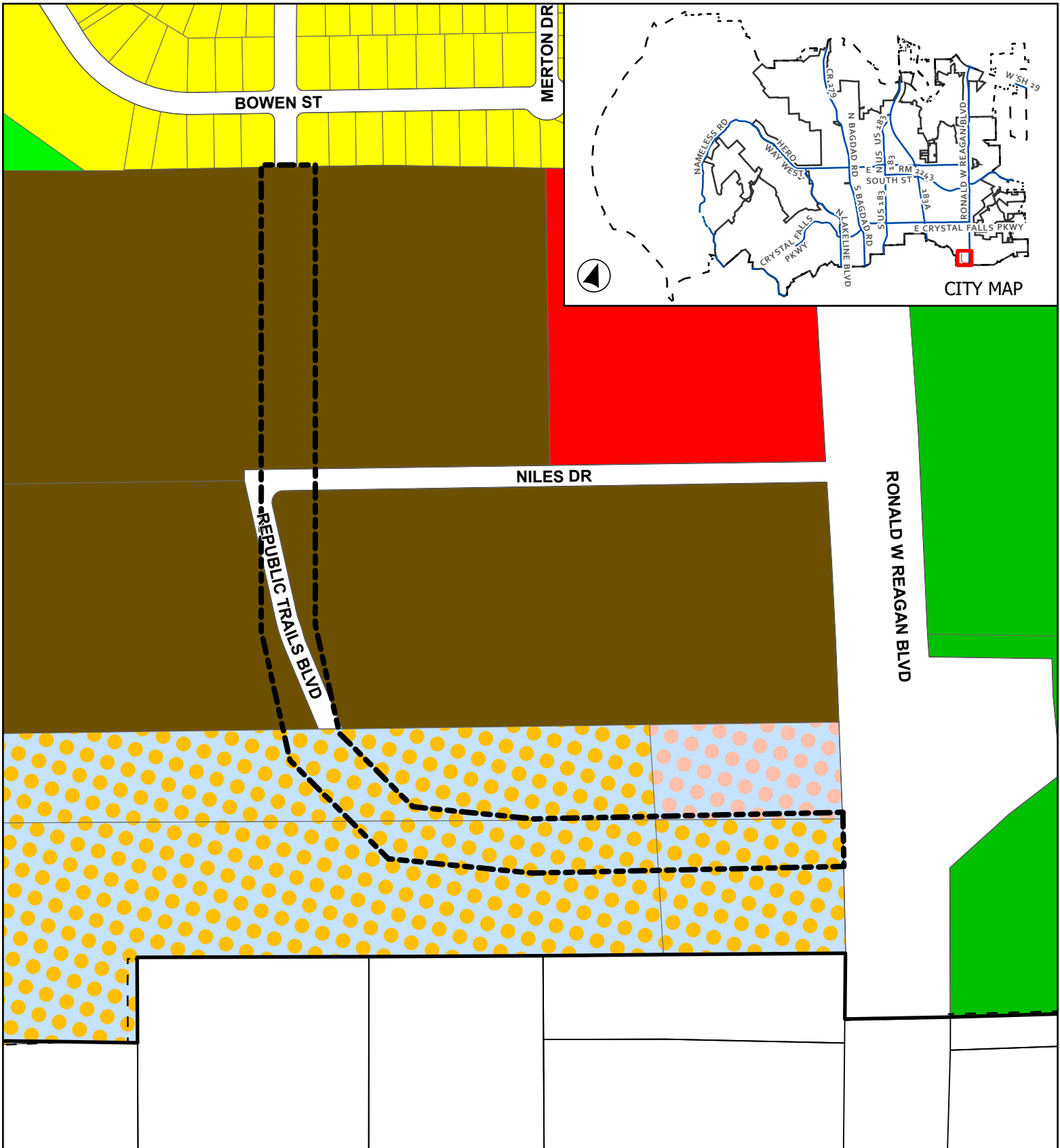
12/27/2022 - Public Hearing Signage Posted on Property
 01/12/2023 - Planning and Zoning Commission Public Hearing
 02/02/2023 - City Council Public Hearing & First Reading of the Ordinance

SIGNAGE ON SITE**APPROVAL CRITERIA:**

The developer's proposal to remove the extension of Republic Trails from Hazelwood Subdivision to Ronald W Reagan Blvd is supported two fold by the following:

- The subject tract contains several substantial challenges such as topography, floodplain and floodway within the proposed road alignment of Republic Trails on the subject tract. Roadway flooding, safety and engineering concerns are cited.
- Existing developments to the north such as Blockhouse Creek Apartments, Leander Junction Apartments and the Hazelwood subdivision are not dependent on this connection being made. This argument is further strengthened by the granting of a variance by City Council to remove the extension of Republic Trails to the south and through the Blockhouse Creek Multi-Family development.

Proposal is in line with both Comprehensive Plan and zoning classification. The applicant's request, if granted, would serve as a correction to the Master Transportation Plan to reflect the changes for all impacted properties to the south as well as align with Council direction in approving the Blockhouse Creek Apartments variance to remove a segment of the Republic Trails extension.



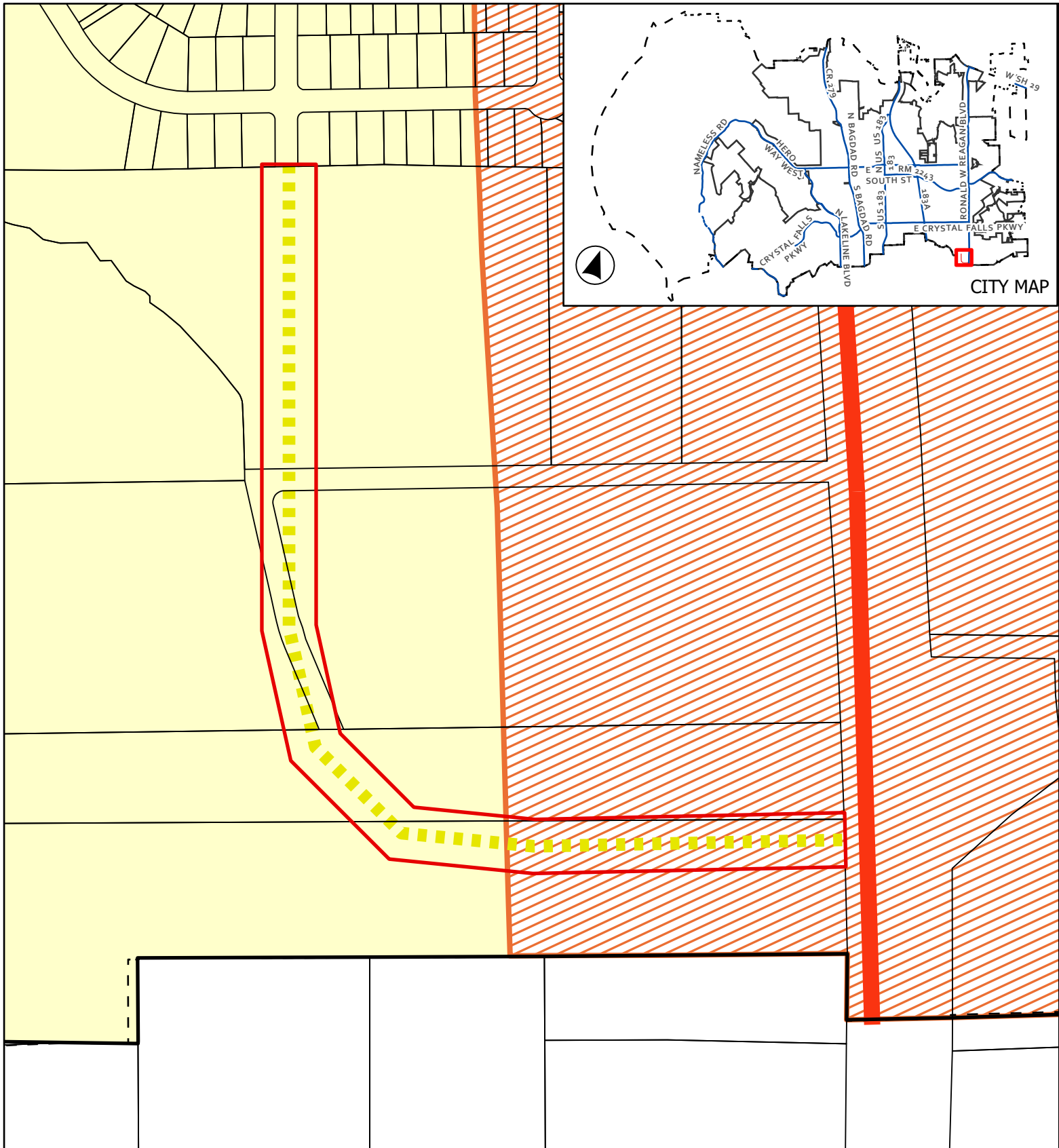
CASE: CPA-22-0005 ATTACHMENT 2 TRANSPORTATION PLAN - REPUBLIC TRAILS

Current Zoning

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

- Leander City Limits
- SFR - Single-Family Rural
- SFE - Single-Family Estate
- SFC - Single-Family Compact
- MF - Multi-Family
- LO - Local Office
- GC - General Commercial
- PUD - Townhomes
- PUD - Local Office
- Subject Boundary
- Extra-Territorial Jurisdiction

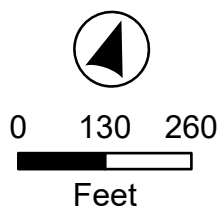
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CASE: CPA-22-0005 ATTACHMENT 3 TRANSPORTATION PLAN - REPUBLIC TRAILS

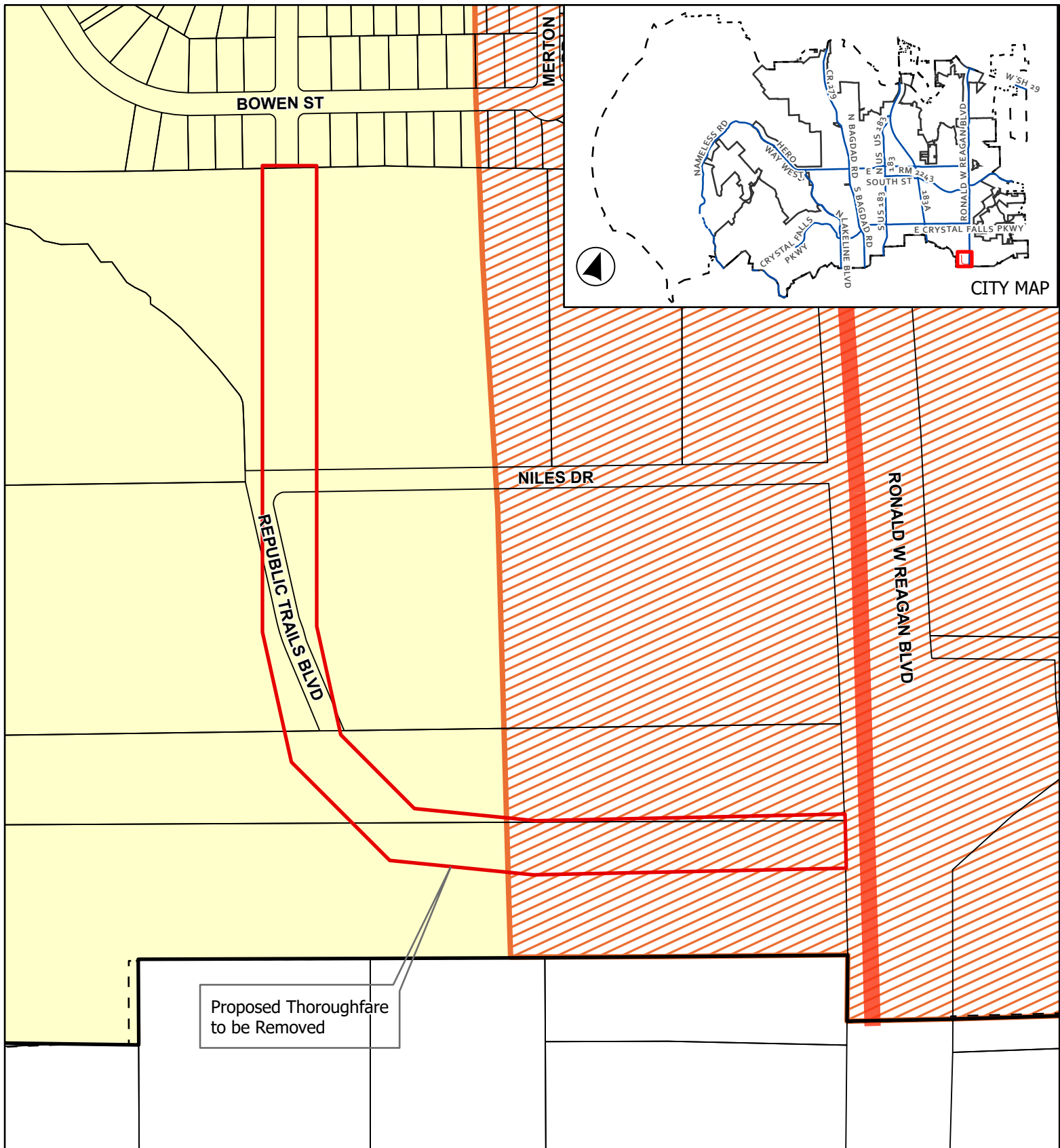
Future Land Use Map

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- Leander City Limits
- ETJ Boundary
- Subject Boundary
- Future Land Use
- Neighborhood Residential

- Multi-Use Corridor - Priority Corridor
- Thoroughfare Plan
- Access Controlled, Existing
- Collector, Proposed



CASE: CPA-22-0005

ATTACHMENT 5

TRANSPORTATION PLAN-
REPUBLIC TRAILS

Proposed Future Land Use Map

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0 130 260



Feet



Leander City Limits

ETJ Boundary

Subject Boundary

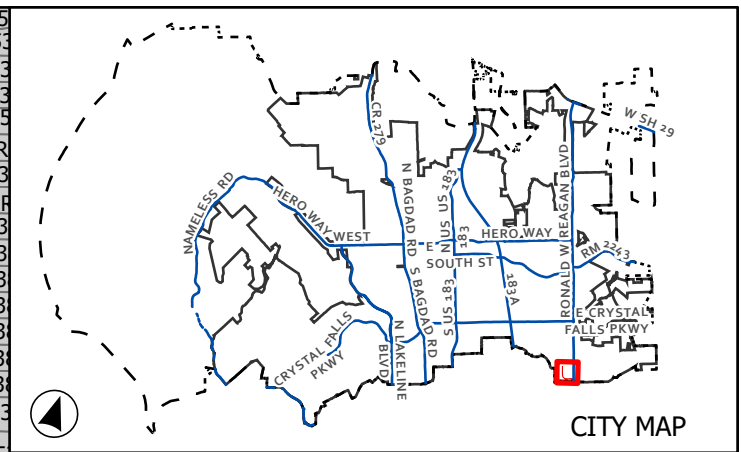
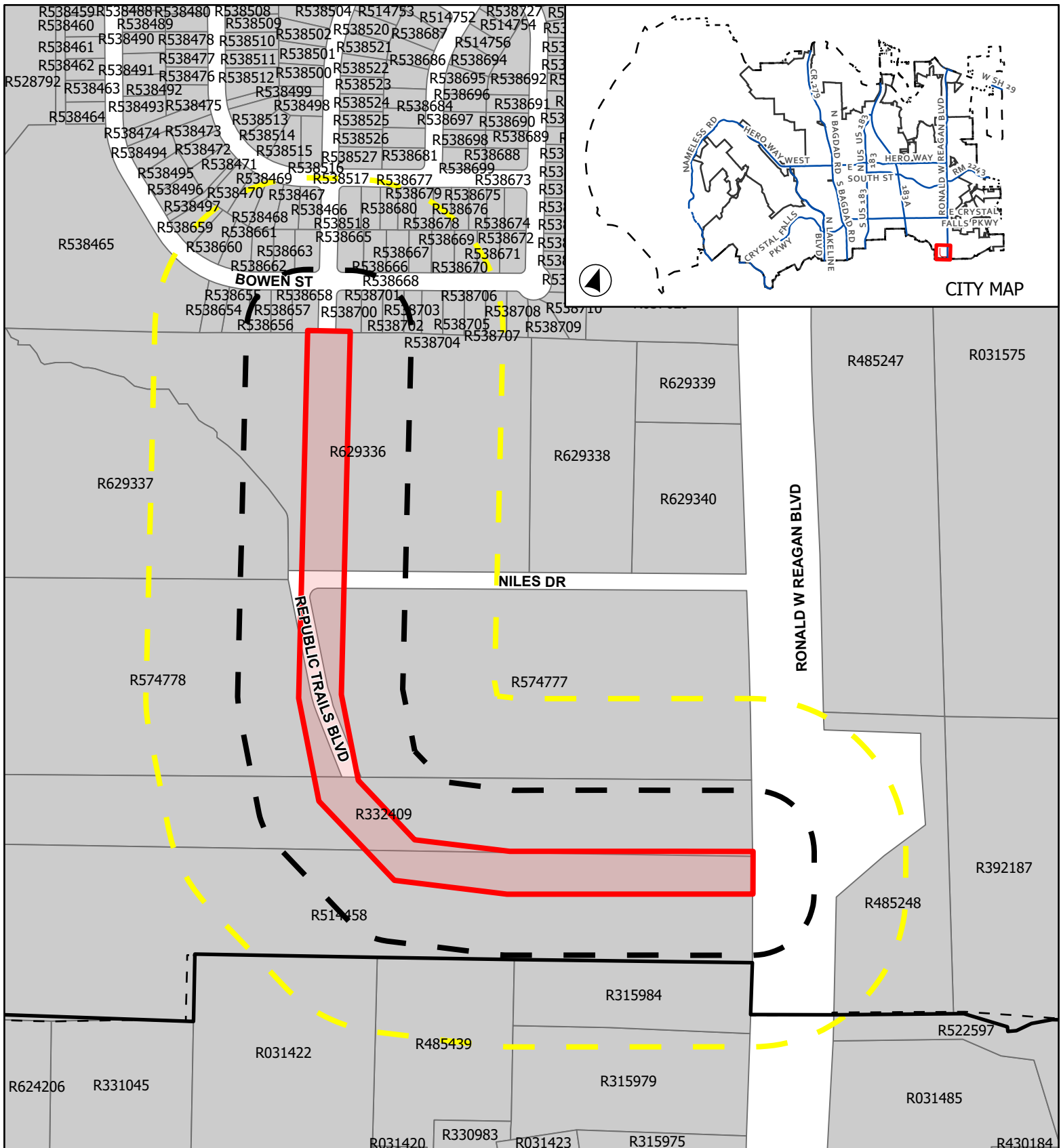
Thoroughfare Plan

Access Controlled, Existing

Future Land Use

Neighborhood Residential

Multi-Use Corridor - Priority Corridor



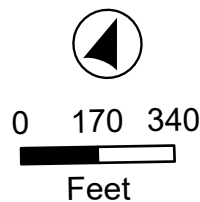
CASE: CPA-22-0005

ATTACHMENT 4

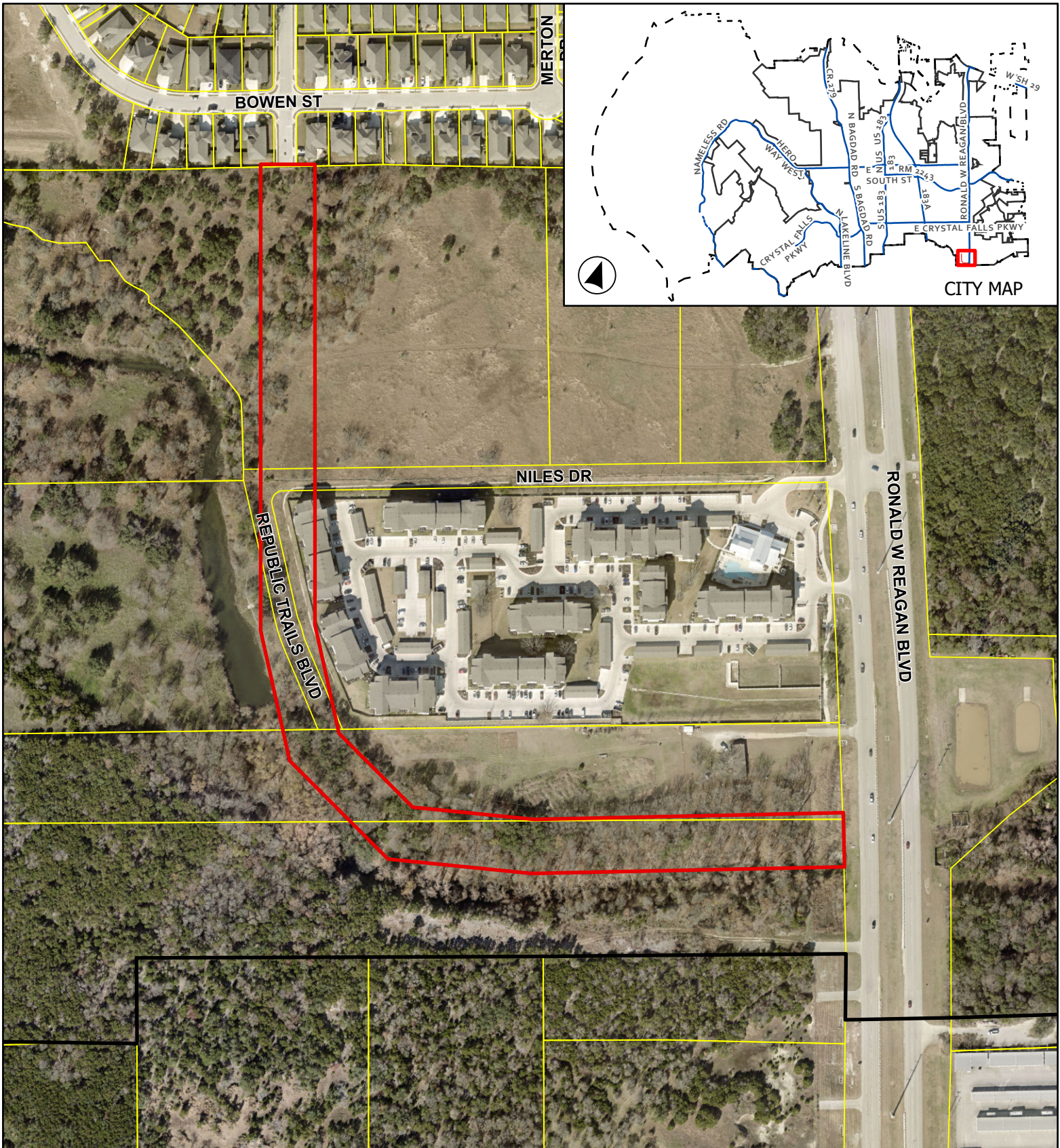
TRANSPORTATION PLAN -
REPUBLIC TRAILS

Public Notification

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- City Limits
- Subject Boundary
- ETJ Boundary
- Notification Buffer**
- 200'
- 500'



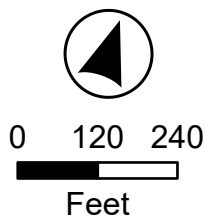
CASE: CPA-22-0005

ATTACHMENT 6

TRANSPORTATION PLAN -
REPUBLIC TRAILS

Aerial Map

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- Leander City Limits
- Subject Boundary



December 5, 2022

Robin M. Griffin, AICP
Executive Director of Development Services
City of Leander
201 N. Brushy Street
Leander, TX 78641

Via Electronic Submittal

RE: *Application for a Transportation Master Plan Amendment to remove a Proposed Collector Roadway located south of the terminus of Republic Trails and west of Ronald Reagan Blvd. and crossing the property generally located 14661 Ronald Reagan Blvd in Leander, Texas, Williamson County, (WCAD R514458) ("the Property").*

Dear Ms. Griffin:

On behalf of Lenox Hill Owner, LLC (the Property owner) and Bridge Tower Homes, LLC (the Property developer) Kimley-Horn submits this application for a Comprehensive Plan Amendment to the Transportation Master Plan. The proposed amendment is to remove the Proposed Collector shown on the Transportation Master Plan located south of the terminus of Republic Trails and west of Ronald Reagan Blvd. (the "Amendment", see Attachment 1).

The Transportation Master Plan calls for a new roadway (the "Roadway Extension") to connect the adjacent residential developments to the north with Ronald Reagan Blvd. and to provide for parallel circulation on undeveloped properties along Ronald Reagan Blvd. The Roadway Extension would have two travel lanes, bike lanes, and a center turn lane in a 74-feet of right-of-way.

This Roadway Extension would cross the 16.427 acre Property located at 14661 Ronald Reagan Blvd. The Property is in design to be developed as a 69 unit townhome development (SD-21-0044). The ultimate goal of this request is to ensure that the development proposed on the Property is compatible with the adjacent developments, is respectful of the existing natural features, and aligns with the goals of the Comprehensive Plan.

We request this Amendment for the following reasons:

1. The Property has an existing waterway and flood zone bifurcating the site which renders the northernmost portion of the Property undevelopable (see Site Constraint Exhibit – Attachment 2); all development on the site will be located south of Blockhouse Creek. The road alignment would be directly adjacent to the floodway and within the floodplain on the north side of the creek, which would cause flooding on the new roadway rendering the road inaccessible during flood events. A roadway encumbered by floodplain such as this would create substantial safety and engineering concerns.
2. The existing developments to the north of the Property that would take access on the proposed collector road already have established circulation patterns that are not dependent on the

proposed Roadway Extension; the roadway would not result in a meaningful connection to improve mobility in the area.

The proposed development on the Property, being south of the Creek does not require this roadway for access. The property directly to the north at 14751 Ronald Reagan Blvd. is undeveloped, but has existing access off of Ronald Reagan Blvd. To the north of this undeveloped property the Leander Park Apartments at 14801 Ronald Reagan Blvd. has sole access off of Ronald Reagan and would not be able to take access on the Roadway Extension with its current site configuration. Lastly, the Blockhouse Creek Apartments north of that site will have access from a new street constructed along its southern boundary. A variance to waive the dedication and development of the Roadway Extension through the Blockhouse Creek Apartments site was approved by the City Council at their May 6, 2021 meeting. The approval of this variance created a missing link in the Roadway Extension that would prevent the feasibility of the Roadway Extension directly out of the Hazlewood neighborhood.

3. The proposed Amendment would support Comprehensive Plan Goal #9 of creating “safe, connected, attractive streets as part of a balanced and diverse transportation network.” The proposed roadway would serve few developments as outlined in Point 2, and if constructed as planned to connect into the existing Republic Trails additional traffic would be placed through the Hazelwood neighborhood to access the traffic signal at further north at Ronald Reagan and Republic Trails/Journey Pkwy. This would not be ideal as Republic Trails is a neighborhood collector level roadway with driveway access to single-family homes.

If you have any questions about this application for Transportation Master Plan Amendment or need additional information, please do not hesitate to contact me at your convenience. Thank you for your time and attention to this project.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



Ethan Harwell

Attachment 1 – Transportation Plan with Proposed Amendment
Attachment 2 – Site Constraint Exhibit

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE THOROUGHFARE MAP; PROVIDING AN OPEN MEETINGS CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, it is necessary and reasonable for the City of Leander, Texas, a Texas home-rule municipality, (herein the “City”) to update its Transportation Plan for the City, which facilitates the adequate provision of transportation, to lessen congestion in the streets, secure its citizens and visitors from fire, panic and other dangers, and promote the general health and welfare;

WHEREAS, the City in anticipation of growth and expansion desires to plan for the orderly and efficient growth of the City;

WHEREAS, after review, inquiry and the opportunity for citizen participation at public hearings and an opportunity for the Planning and Zoning Commission to review and provide a recommendation on the proposed amendments to the Transportation Plan, the City Council has found the adoption of the Transportation Plan hereinafter set forth and listed in this Ordinance is reasonable and necessary for the public health, safety, morals and welfare.

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. Transportation Plan Updated. The City Council hereby updates the Transportation Plan of the City of Leander (the “Plan”) which includes the Thoroughfare Map (the “Map”) that is spread upon the minutes of this meeting and as shown in the attached Exhibit A. The Plan and Map shall be kept in the office of the Planning Department Secretary and shall be available for public inspection during normal office hours.

SECTION 3. Conflict with Austin Transportation Criteria Manual. In the event of a conflict between the Austin Transportation Criteria Manual adopted by the City and the Plan or the Maps, the Plan and/or the Maps shall control.

SECTION 4. Amendment of Conflicting Ordinances. The City of Leander Transportation Plan and Thoroughfare Map previously adopted by Ordinance No. 22-065-00 are hereby amended to read as set forth in the Transportation Plan and Thoroughfare Map spread upon the minutes of this meeting. The City of Leander Comprehensive Plan, all ordinances and parts of ordinances, and all resolutions and parts of resolutions in conflict with this Ordinance are amended to the extent of such conflict. In the event of a conflict or inconsistency between this Ordinance and any other code, ordinance, or plan of the City, the terms and provisions of this Ordinance shall govern.

SECTION 5. Savings. 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 the Transportation Plan or the Thoroughfare Map 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. Effective Date. This Ordinance shall be in force and effect from and after its passage on the date shown below.

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

PASSED AND APPROVED on this the 2nd day of February, 2023.

ATTEST:

THE CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor



EXECUTIVE SUMMARY
02/02/2023

AGENDA SUBJECT:

Conduct a Public Hearing 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 (2) parcels of land approximately 12 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R432300 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.

BACKGROUND:

This request is the second step in the zoning process and the first step in the subdivision process. In an effort to reduce short- and long-term water system demands, following a 308% increase in population from 2010 to 2022, a resolution was adopted by City Council on October 20, 2022 to limit consideration of zoning request that seek to increase residential density. Based on this resolution, staff recommends denial of the request. This request includes the addition of seventy (70) townhouse units at a density of approximately 9.5 units per acre. Staff would support the request if the density were reduced in compliance with the resolution.

HISTORY/TIMELINE:

01/12/2023 - Planning & Zoning Commission, 1st Public Hearing

APPLICANT/AGENT:

SEC Planning LLC (Mark Baker) on behalf of Zoomers Investment Group, LLC (Ashok Gudi)

RECOMMENDATION:

The Planning & Zoning Commission unanimously recommended denial of the request during the January 12, 2023 meeting.

PRESENTER:

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

Attachments

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



PLANNING ANALYSIS

ZONING CASE Z-22-0018 WINDING OAK PUD

GENERAL INFORMATION

Owner/Agent:	SEC Planning LLC (Mark Baker) on behalf of Zoomers Investment Group, LLC (Ashok Gudi).
Current Zoning:	Interim SFR-1-B (Single-Family Rural)
Proposed Zoning:	Winding Oak PUD (Planned Unit Development) with the following base districts: SFT-2-A (Single-Family Townhouse) GC-2-A (General Commercial)
Size and Location:	The property is located 100 Winding Oak Drive, Williamson County, Texas, including approximately 12 acres.
Staff Contact:	Michael Chenausky AICP Planner

APPLICANT REQUEST

The applicant has submitted a request to change the designated zoning district of their property in order to develop commercial along Hero Way with single-family townhouses buffering the commercial and larger lot subdivision to the north. This request includes the concept plan for the property which is the first step in the subdivision process.

STAFF CONCLUSIONS

Y N

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

SPECIAL CONSIDERATIONS

In an effort to reduce short and long term water system demands, following a 308% increase in population from 2010 to 2022 a resolution was adopted by City Council on October 20, 2022 to limit consideration of zoning request that seek to increase residential density. Based on this resolution, staff recommends denial of the request. This request includes the addition of 70 townhouse units at a density of approximately 9.5 units per acre. Staff would support the request if the density was reduced in compliance with the resolution.

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

	ZONING	LAND USE
NORTH	Palmera Ridge PUD (SFC, SFU, SFS)	Single-Family Subdivision
EAST	Interim SFR	Large lot residential
SOUTH	GC-2-B	Undeveloped commercial
WEST	Interim SFR	Large lot residential

SURROUNDING AREA:

This property is located on the north side of Hero Way, and west of Ronald W. Reagan Blvd. The property is surrounded by a mix of commercial and interim residential districts. The northern portion of the property is adjacent to the Palmera Ridge subdivision.

PHYSICAL AND NATURAL FEATURES:

This property contains minimal tree cover and is subject to the City's tree mitigation requirements.

PROPERTY HISTORY:

The front portion of the property off Hero Way was annexed 01/20/2016 and the back portion later annexed 5/04/2016 into the City of Leander.

PREVIOUS ZONING CASES:

The following zone cases were previously submitted for this property:

- No prior zoning cases.

MAJOR CORRIDORS:

This property has access onto Hero Way.

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
Hero Way	Arterial	Commercial Corridor	400' ROW 10' sidewalk

SUBDIVISIONS:

The following subdivision cases were previously submitted for this property:

- No prior subdivision cases

EXISTING UTILITIES:

This property has access to water to the north and wastewater to the north or along Hero Way.

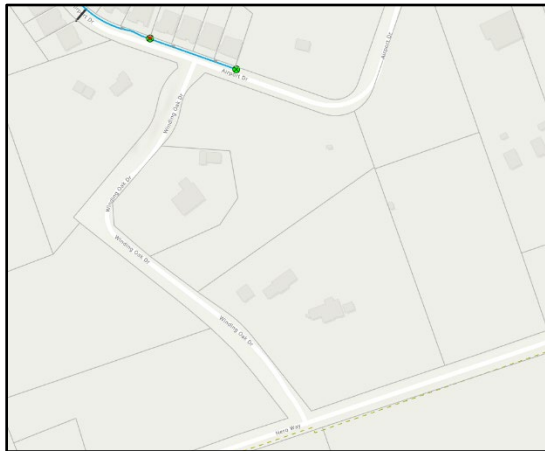


Figure 2 Waterline

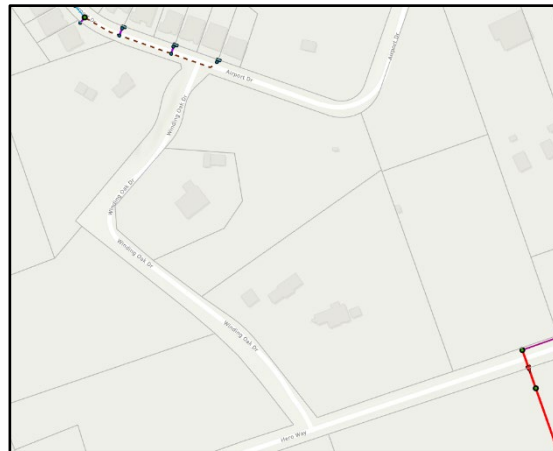


Figure 1 Wastewater line

CURRENT LAND USES:

This property is currently has residential buildings.

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

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

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

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

GC – GENERAL COMMERCIAL:

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

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

SITE COMPONENT**TYPE 2:**

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

Intent:

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

ARCHITECTURAL COMPONENT**TYPE 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.

Applicable Future Land Use categories**ACTIVITY CENTER**

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

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

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

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

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 01/24/2022. The following changes were made to the project since the development meeting was held:

- No significant changes.

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

- The Water Resolution 22-031-00 and was approved on 10/20/2022

NOTIFICATION

12/22/2022 - Public Notice on Hill Country News
 12/28/2022 - Mail Notification to Property Owners within 200'
 12/28/2022 - Public Hearing Signage Posted on Property
 01/12/2023 - Planning and Zoning Commission Public Hearing
 02/02/2023 - City Council Public Hearing & First Reading of the Ordinance
 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.

Letters were sent to property owners and HOAs within 500 ft. Please see attachment 9 for more detail.

APPROVAL CRITERIA:

Staff recommends denial of the zoning request. The intent of Single-Family Townhouse use component is to provide more variety in housing types along with serving as a buffer between moderate size lots and higher density areas. This property is also located in an Activity Center which does allow for Single-Family Townhouse development, while aiming to limit residential component to 0-30% of the overall Center. Currently this Activity Center includes 14% residential with roughly 46% as Interim Single-Family Rural which is subject to change.

Additionally, the water resolution states to prioritize the 0% residential land use mix within Activity Centers.

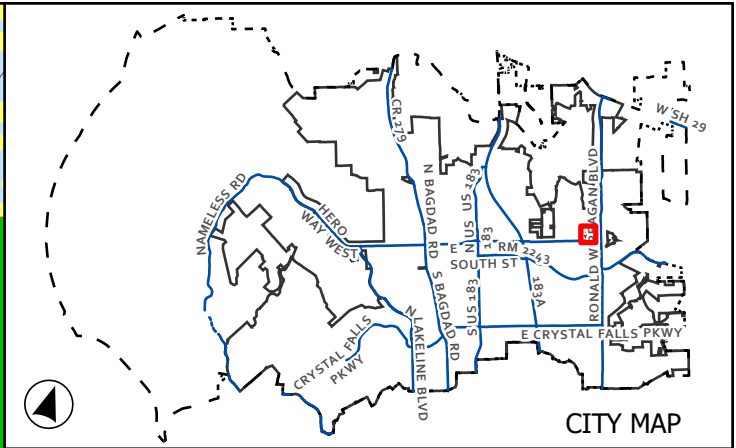
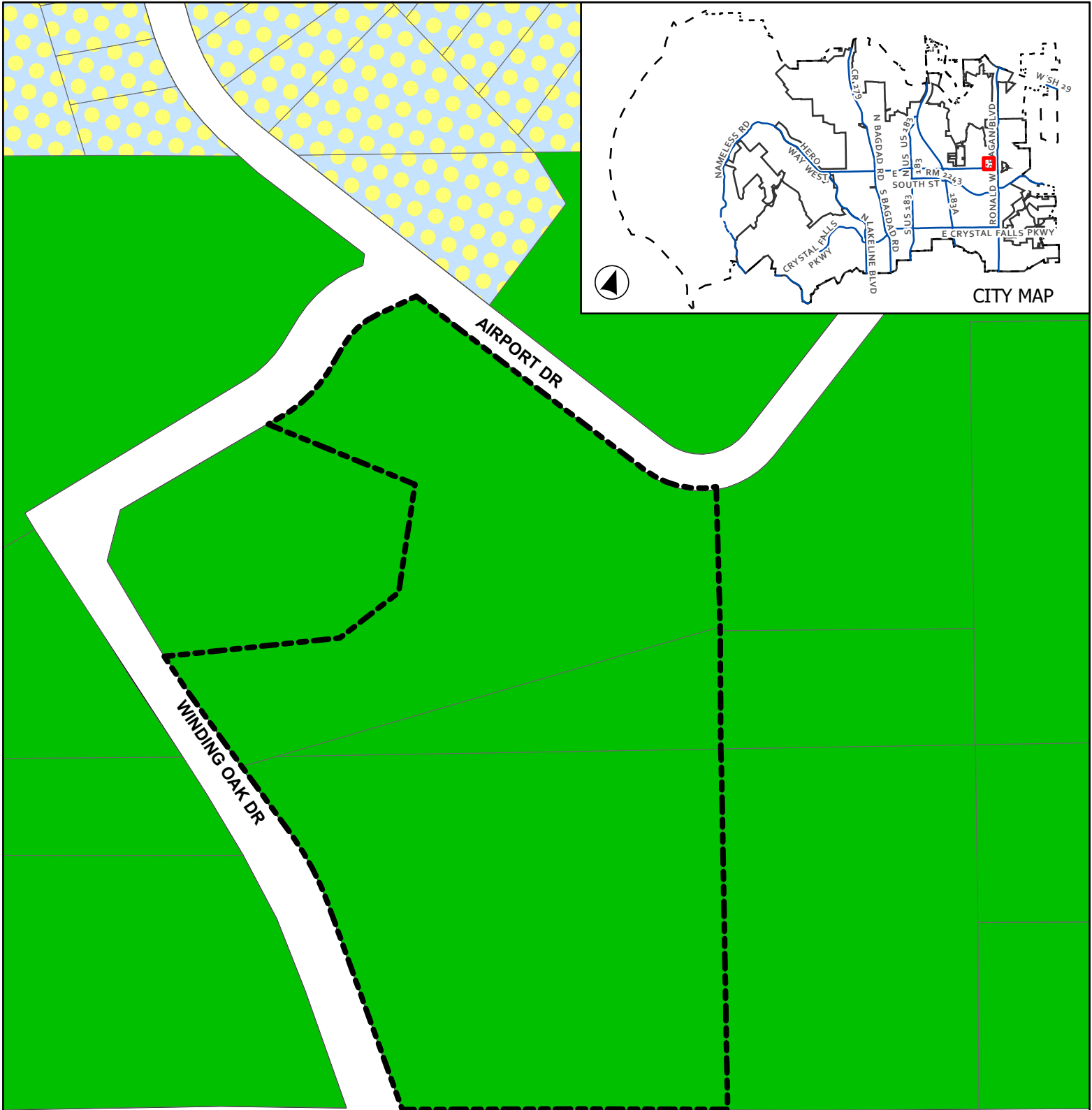
This Planned Unit Development includes the following higher standards and is requesting the following waivers.

HIGHER STANDARDS	WAIVERS
Prohibited commercial uses.	Allow multiple Town-house units on a single lot.
Additional landscaping buffer between residential and commercial.	

The PUD includes adding low flow toilets, shower heads and dishwashers as well as tankless water heaters to encourage water and energy savings. These items do aid in water conservation, however, they need to be removed from the PUD because they are not enforceable by the City.

Prohibited commercial uses include:

- a. Outdoor animal boarding
- b. Manufactured housing sales
- c. Commercial parking lot
- d. Funeral Home
- e. Passenger Terminal
- f. Vehicle Sales, Rental, Repair
- g. Pawn Shop
- h. Mini Storage
- i. Warehouse

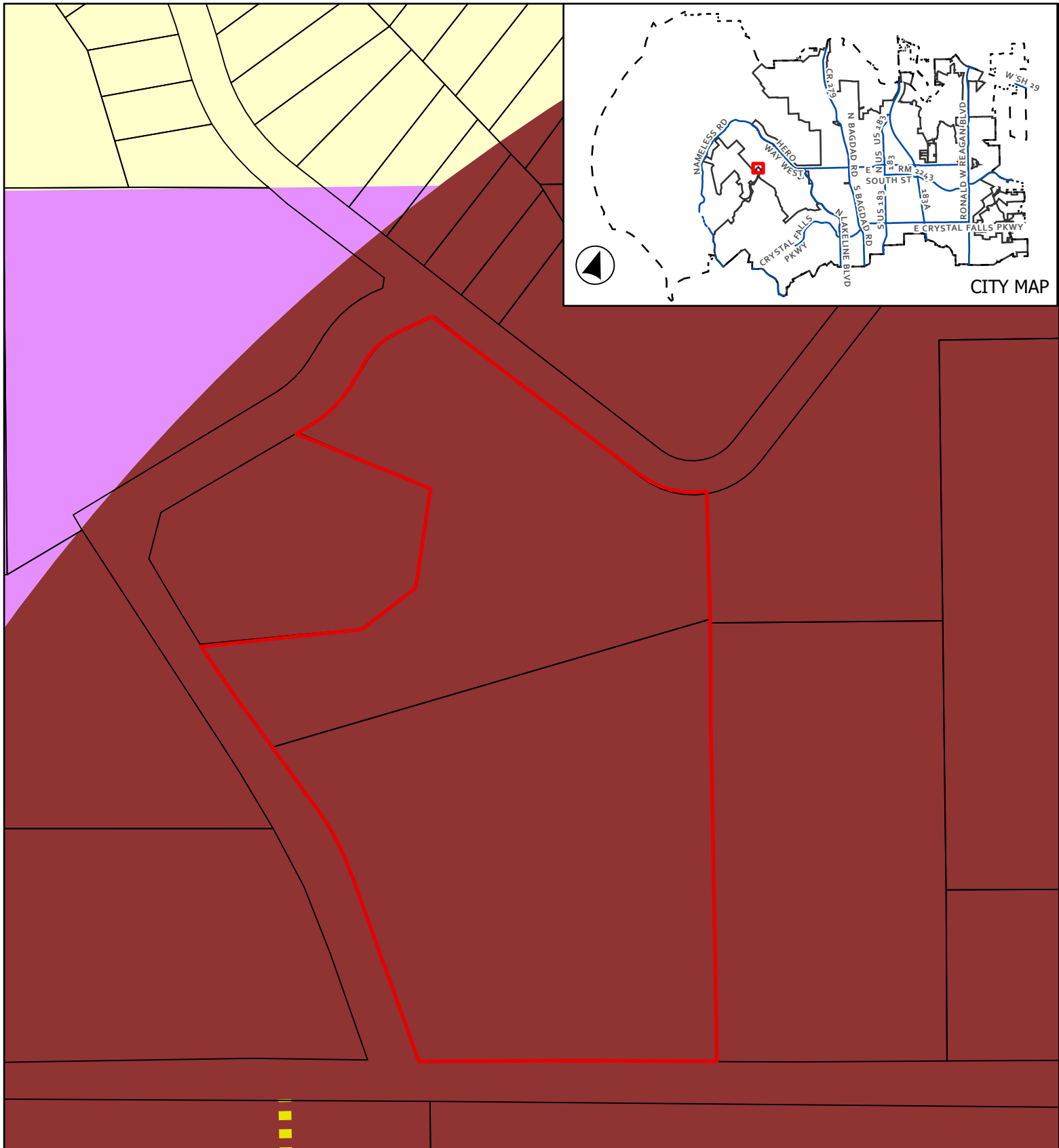


Current Zoning

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

Leander City Limits	PUD - Single-Family
SFR - Single-Family Rural	Subject Boundary
GC - General Commercial	Extra-Territorial Jurisdiction

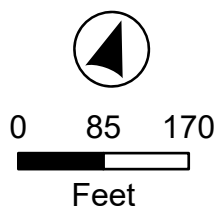
0 62.5 125
Feet



CASE: Z-22-0018 **ATTACHMENT 3** **WINDING OAK PUD**

Future Land Use Map

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

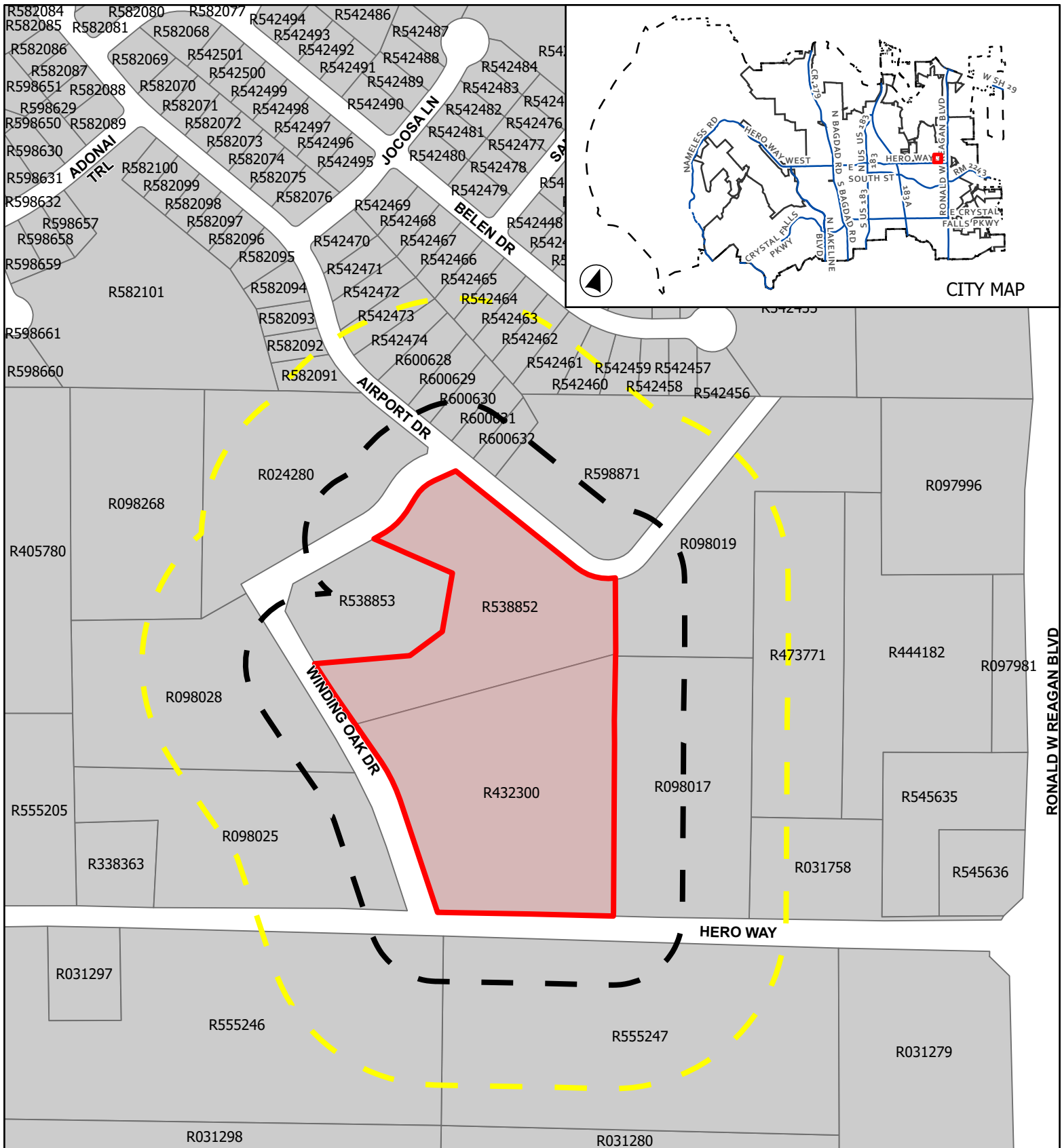


Leander City Limits
 ETJ Boundary
 Subject Boundary
 Neighborhood Residential

Future Land Use

Activity Center
 Employment Center
 Collector, Proposed

Thoroughfare Plan



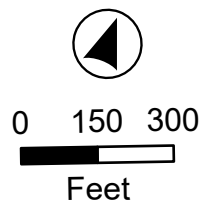
CASE: Z-22-0018

ATTACHMENT 4

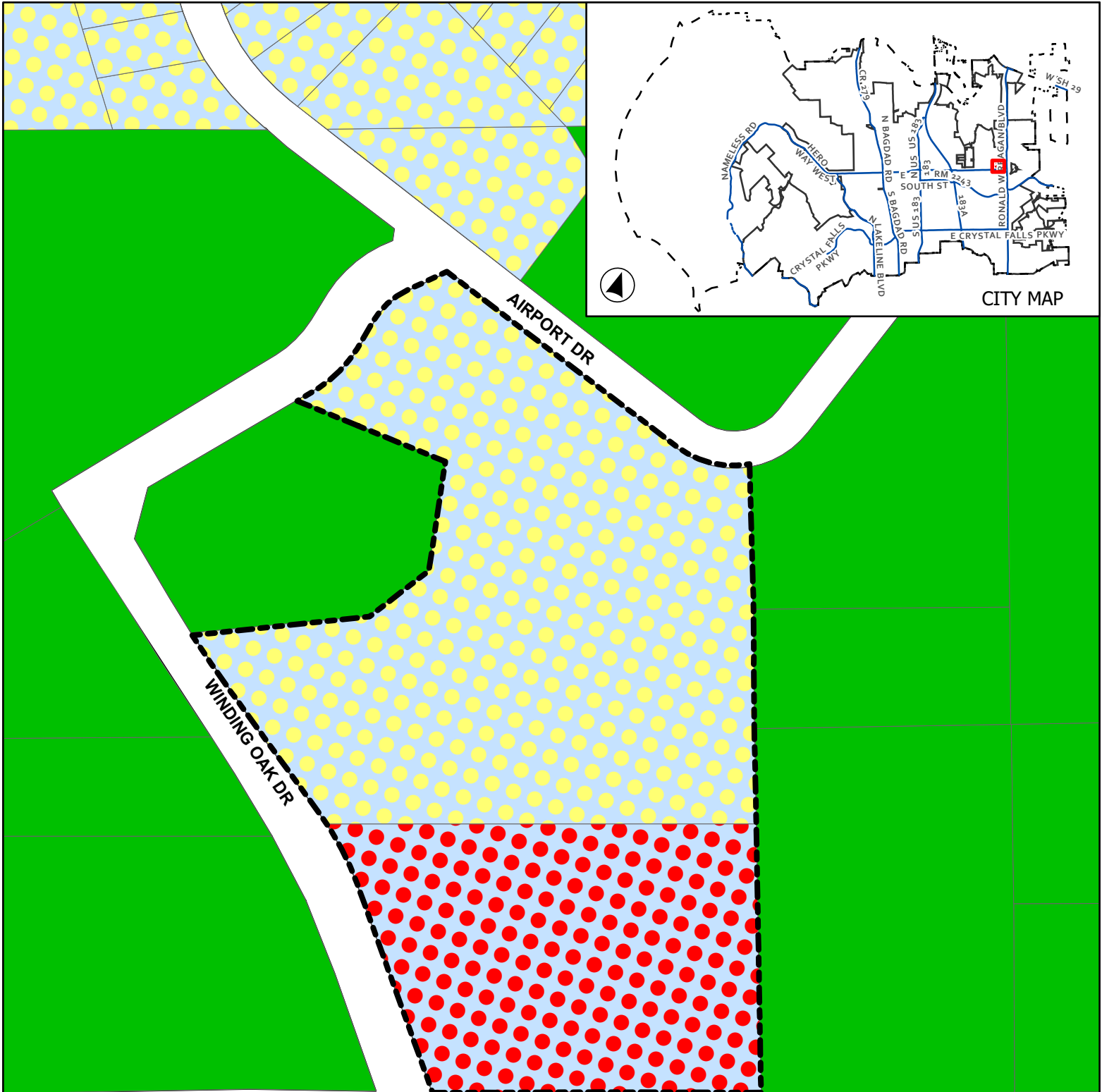
WINDING OAK PUD

Public Notification

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



- City Limits
- Subject Boundary
- ETJ Boundary
- Notification Buffer**
- 200'
- 500'



CASE: Z-22-0018

ATTACHMENT 5

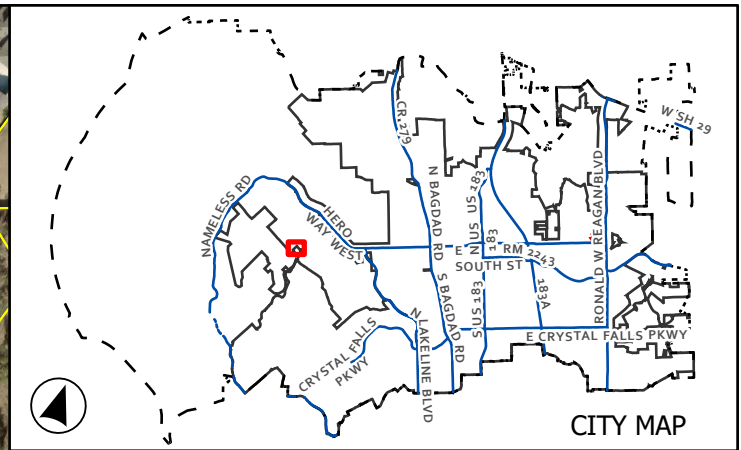
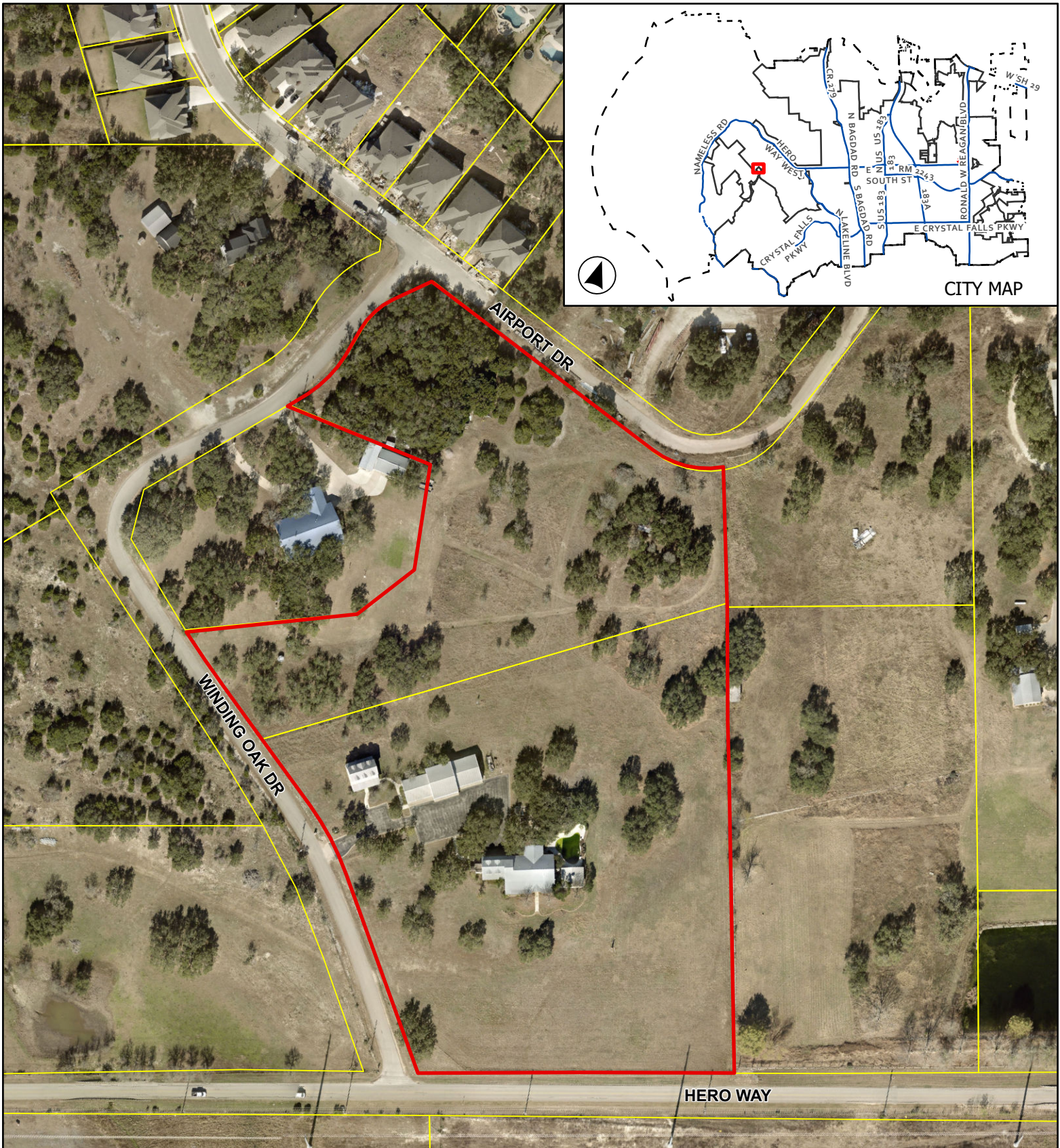
WINDING OAK PUD

Proposed Zoning

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- Leander City Limits
- SFR - Single-Family Rural
- GC - General Commercial
- PUD - Single-Family
- PUD - General Commercial
- Subject Boundary
- Extra-Territorial Jurisdiction

0 62.5 125
Feet



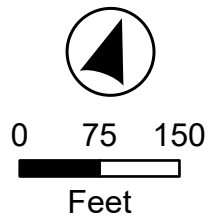
CASE: Z-22-0018

ATTACHMENT 6

WINDING OAK PUD

Aerial Map

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



- Leander City Limits
- Subject Boundary

Exhibit A

Winding Oak Planned Unit Development

A. Purpose and Intent

1. The Winding Oak PUD is composed of 12.0 acres, as described in **Exhibit B** (Field Notes). The development of this property is planned as a high quality, multi use development with retail and office uses fronting onto Hero Way and single family townhouses located behind the retail as a transitional use to the adjacent single family homes. The purpose of the PUD is to allow townhouses on private drives while establishing enhanced development standards for the project.

B. Applicability and Base Zoning

1. All aspects regarding the development of this PUD shall comply the City of Leander Composite Zoning Ordinance, except as established in this exhibit, titled **Exhibit A**.
2. For the purpose of establishing development standards for the PUD, the following base zoning districts have been selected from the Leander Composite Zoning Ordinance:
 - a. *SFT-2-A – (Single Family Townhouse)*
 - b. *GC-3-A – (General Commercial)*

C. Conceptual Site Layout and Land Use Plan

1. A Conceptual Site Layout and Land Use Plan has been attached to this PUD, **Exhibit C**, to illustrate the design intent for the property. The Conceptual Site Layout and Land Use Plan is intended to serve as a guide to illustrate the general community vision and design concepts and is not intended to serve as a final document.

D. Allowable / Prohibited Uses

1. The allowable uses shall include single family attached townhouses and commercial uses. The location of these districts are shown in Exhibit C.
2. The maximum unit count shall be 70 units.
3. Multiple townhouse units shall be allowed on a single lot as a condo regime site plan.
4. For the GC (General Commercial) use component, all uses within the City of Leander Composite Zoning Ordinance shall be allowed with the exception of the following prohibited uses:
 - a. Outdoor animal boarding
 - b. Manufactured housing sales
 - c. Commercial parking lot
 - d. Funeral Home
 - e. Passenger Terminal
 - f. Vehicle Sales, Rental, Repair
 - g. Pawn Shop
 - h. Mini Storage
 - i. Warehouse

E. Development Standards

The Winding Oak townhouse development will comply with the Development Standards set forth in Table E.1. GC (General Commercial) shall comply with the Leander Composite Zoning Ordinance.

Table E.1 – Development Standards	SFT ²
	Single Family Townhouse
Unit Width (minimum)	20 ft.
Front Bldg. Setback (minimum)	20 ft.
Side Bldg Setback (minimum)	10 ft.
Rear Bldg. Setback (minimum)	15 ft.
Building Setback from internal private drive edge of curb	20 ft.
Building Separation	20 ft. ¹
Residential Unit Square Footage (minimum)	700 sq. ft.
Building Height	35 ft. Maximum 3 stories

¹ A minimum of twenty (20) feet of building separation must be maintained between residential buildings. Up to a maximum of eight (8) residential units may be contained within a single building.

² Unless specifically noted as an internal setback, the setbacks listed are building setbacks from the perimeter of a single lot for a site plan, not the individual residential units.

F. Parking

1. The Winding Oak SFT (Single Family Townhouse) development will comply with the following parking requirements:
 - a. One (1) enclosed garage parking space per dwelling unit will be provided
 - b. Two (2) additional off street parking spaces per dwelling unit will be provided
 - c. A minimum of 10% of the required parking spaces shall be provided as guest parking.
2. GC (General Commercial) development will comply with the Leander Composite Zoning Ordinance requirements.

G. Parkland/Trails

The Winding Oak PUD shall pay fee in lieu of parkland and parkland improvements as calculated on **Exhibit D**.

H. Transportation

1. The townhouse neighborhood will incorporate private drives. The precise alignment of the drives included in the Plan will be defined during the Site Development Plan stage.
2. The internal private drives shall be a minimum of twenty four (24) feet wide as measured face of curb to face of curb and on drive parking shall be prohibited.

I. Landscape

1. The following landscape requirements shall apply to the SFT land use within Winding Oak:
 - a. Each residential unit shall be planted with the following:
 - i. Three (3) one (1) gallon shrubs and Three (3) five (5) gallon shrubs
 - ii. One (1) shade tree a minimum of two (2) caliper inches shall be provided per unit.
 - iii. Irrigated turf shall be prohibited in the front yards of the units. Open areas shall be landscaped with river rock, decomposed granite, and mulch
 - iv. Irrigation for plant beds shall be drip irrigation only.
 - v. All irrigation system(s) shall be equipped with rain sensors.
 - vi. All plant material must be native or native adapted, drought tolerant material as defined by the City's preferred plant list or the Austin Grow Green Guide.
2. The following landscape requirements shall apply between single family townhouse use and non residential:
 - a. The transitional area between single family townhouse and non-residential shall include:
 - i. One (1) tree for every thirty (30) linear feet of common boundary. The trees shall be planted with the non-residential use.
 - b. A minimum six (6) feet tall masonry wall shall be provided between any proposed townhouse parcel and general commercial/office uses. The wall shall be installed with the development of the townhouse site. Masonry shall include brick, stone, stucco, or concrete panel.

J. Water and Energy Conservation

1. The following water and energy conservation requirements shall apply to the SFT land use within Winding Oak:
 - a. Each Townhouse Unit shall be equipped with low flow toilets, shower heads and dishwashers for maximum water conservation.
 - b. Each Townhouse Unit shall be equipped with tankless, instant hot water heaters.

Exhibit B

Field Notes

Being 11.99 acres out of the Talbot Chambers Survey, Abstract No. 125, Williamson County, Texas, and consisting of two tracts as follows, that tract called Tract 6A, Block A, Kittie Hill Acres, Tract 6B and 6A Replat, a subdivision in Williamson County, Texas as recorded in document No. 2015029916 of the Official Public Records, Williamson County, Texas and that tract called Tract 5, Amended Plat Kittie Hill Acres Tract 5 and Tract 6, a subdivision in Williamson County, Texas as recorded in Cabinet X, Slide 378 of the Plat Records of Williamson County, Texas, and being further described as follows;

Beginning: at a 1/2" iron rod found in the north line of County Road 269 for the sotheast corner of said Tract 5 and this tract;

THENCE: S 70°02'03" W 213.52 feet with the north line of County Road 269 to a cotton spindle found for an angle point of said Tract 5 and this tract;

THENCE: S 69°42'05" W 230.61 feet with the north line of County Road 269 to a 1/2" iron rod with an illegible yellow cap found at the intersection of the north line of County Road 269 with the east line of Winding Oak Drive for the southwest corner of said Tract 5 and this tract;

THENCE: N 39°29'04" W 296.49 feet with the east line of Winding Oak Drive to a 1/2" iron rod with an illegible yellow cap found for an angle point of said Tract 5 and this tract;

THENCE: 106.19 feet with the east line of Winding Oak Drive, along the arc of a curve to the left, said curve having a delta of 15°41'43", a radius of 387.65' and chord bearing N 47°25'30" W 105.86', to a 1/2" iron rod with an illegible yellow cap found for an angle point of said Tract 5 and this tract;

THENCE: N 55°10'37" W 106.77 feet with the east line of Winding Oak Drive to a 1/2" iron rod found for the northwest corner of said Tract 5 and the southwest corner of said Tract 6A for an angle point of this tract;

THENCE: N 55°27'45" W 92.57 feet with the east line of Winding Oak Drive to a 1/2" iron rod found for an angle point of said Tract 6A and this tract;

THENCE: 90.44 feet with the east line of Winding Oak Drive, along the arc of a curve to the left, said curve having a delta of 2°50'31", a radius of 1823.33' and chord bearing N 53°40'43" W 90.43', to a 1/2" iron rod with pink cap stamped TLS found for the southwest corner of Tract 6B of said Kittie Hill Acres, Tract 6B and Tract 6A Replat, for the westerly most corner of said Tract 6A and this tract;

THENCE: leaving Winding Oak Drive with a common line of said Tract 6A and said Tract 6B the following four (4) courses,

1. N 63°48'18" E 236.66 feet to a 1/2" iron rod with pink cap stamped TLS found for an

- angle point of this tract,
2. N 32°14'27" E 100.12 feet to a 1/2" iron rod found with pink cap stamped TLS found for an angle point of this tract,
 3. N 11°35'25" W 146.92 feet to a 1/2" iron rod found with a pink cap stamped TLS found for an angle point of this tract,
 4. N 87°38'20" W 209.92 feet to a 1/2" iron rod found in the east line of Winding Oak Drive for the northerly most corner of said Tract 6B the northwest corner of said Tract 6A and this tract;

THENCE: with the east line of Winding Oak Drive the following five (5) courses,

1. N 39°48'15" E 16.43 feet to a 1/2" iron rod with illegible yellow cap found for an angle point of said Tract 6A and this tract,
2. 91.62 feet with the arc of a curve to the left, said curve having a delta of 29°24'47", a radius of 178.47' and a chord bearing N 24°56'19" E 90.62', to a 1/2" iron rod found for an angle point of said tract 6A and this tract,
3. N 10°51'59" E 42.23 feet to a 1/2" iron rod with an illegible yellow cap found for an angle point of said Tract 6A and this tract,
4. 62.50 feet along the arc of a curve to the right, said curve having a delta of 34°46'41", a radius of 102.97' and a chord bearing N 27°52'04" E 61.55', to a 1/2" iron rod with an illegible yellow cap found for an angle point of said Tract 6A and this tract,
5. N 45°13'06" E 59.04 feet to a 1/2" iron rod with an illegible yellow cap found at the intersection of the east line of Winding Oak Drive with the southwesterly line of Airport Drive for the northerly most corner of said Tract 6A and this tract;

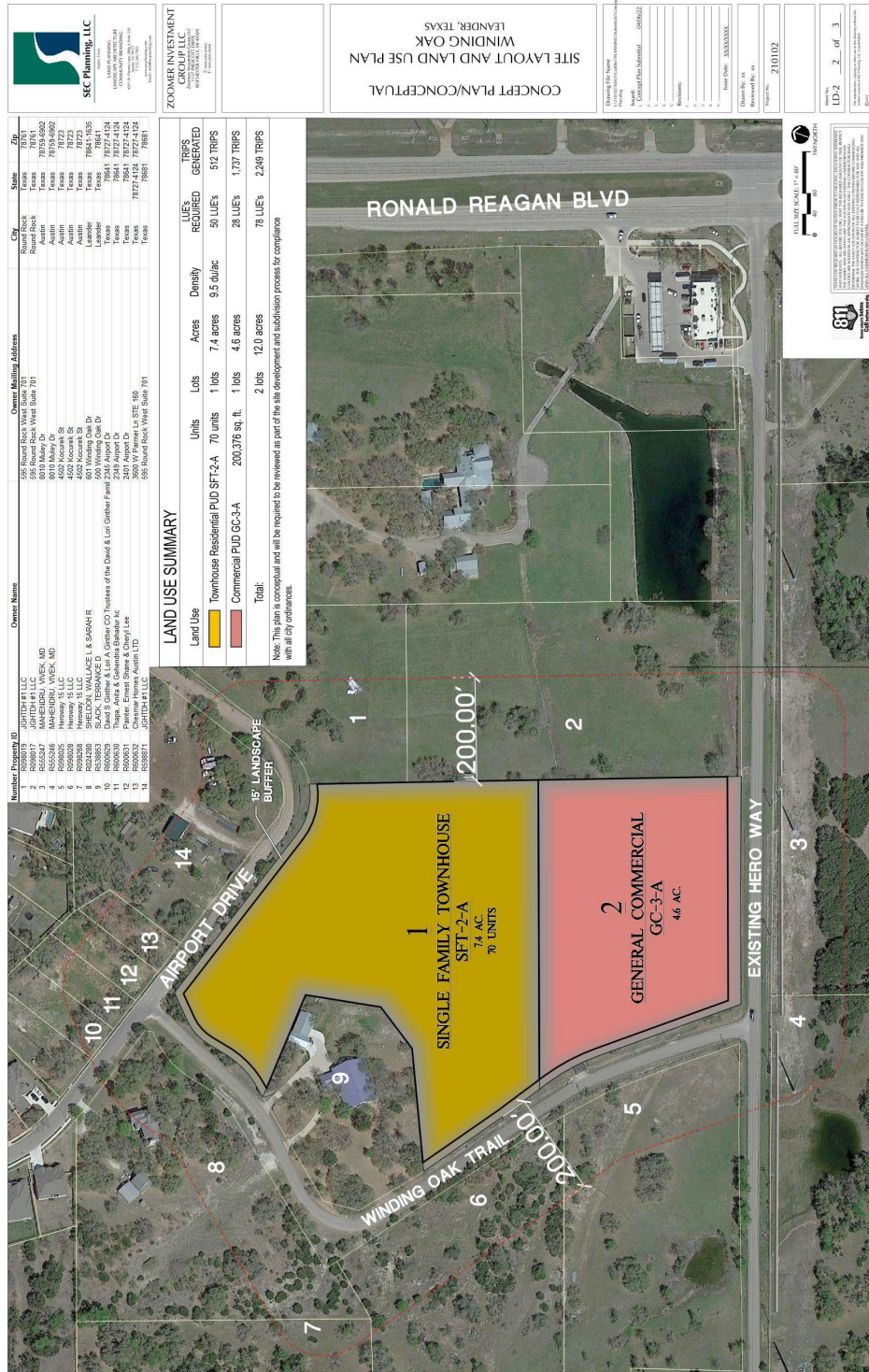
THENCE: S 72°06'41" E 385.16 feet with the southwesterly line of Airport Drive to a cotton spindle found for an angle point of said Tract 6A and this tract;

THENCE: 103.42 feet along the arc of a curve to the left, said curve having a delta of 47°24'09", a radius of 125.00' and a chord bearing N 84°14'53" E 100.56', to a 1/2" iron rod with yellow cap stamped CCC found for the northeast corner of said Tract 6A and this tract;

THENCE: S 21°06'12" E 185.04 feet to a 1/2" iron rod with yellow cap stamped CCC found for the southeast corner of said Tract 6A the northeast corner of said Tract 5 for an angle point of this tract;

THENCE: S 20°59'50" E 650.84 feet to the point of beginning and containing 11.99 acres, more or less.

Exhibit C: Conceptual Site Layout and Land Use Plan





April 25, 2022

City of Leander Planning Department
201 N. Brushy St.
Leander, Texas 78646-0319

Re: Winding Oak PUD Zoning Letter of Intent

Please find attached, an application for a combined PUD Zoning submittal for the Winding Oak PUD tract located at 100 Winding Oak Dr. The Property is approximately 12.0 acres in size and is approximately 1,192 feet west of the intersection of Hero Way and Ronald Reagan Blvd.

There are 3 existing structures related to a single family residence located on the Property. The property contains several existing trees and a relatively flat terrain which drains from the north to the south. The current zoning for the tract is Single Family Rural.

The Applicant is requesting PUD zoning to allow for flexibility of the final land use boundary between a commercial and townhome lot and to allow single family townhome product on a single lot condominium parcel. The PUD would include a minimum 4 acre commercial lot located on the southern portion of the property that borders Hero Way. The commercial tract would be assigned a base zoning district of GC-3-A.

The townhome condominium lot would be located behind the commercial tract and serve as a transitional use to the adjacent single family rural properties and the Palmera Ridge subdivision to the north. The townhome condominium lot is proposed to contain a maximum of 70 single family townhome units and be assigned a base zoning category of SFT-2-A

For the Single Family Townhome land use, the applicant is proposing attached units between 3 and 8 units per building and configured as a common lot townhome site plan with private drives. The density for the townhomes would be in line with what is found in the City base zoning district SFT Single Family Townhouse.

The City of Leander Comprehensive Plan identifies the subject property to be located within an Activity Center. The applicant believes that the proposed higher density residential product and general commercial uses are compatible with the intent described by the City for the Activity Center. The intent and character of Activity Centers is defined as:

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

In a changing retail environment, Activity Centers are designed to become community destinations with activities, amenities, shopping, restaurants



and places to gather, live and work. These mixed-use centers complement neighborhood centers and the urban development around Leander Station. Individually, these centers are expected to have a differing balance of land use, design, and atmosphere based on their location and context. High-density apartments and lofts are appropriate if designed and connected to the larger mixed-use center.

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

The desired land mix within the Activity Center is defined as 30% residential and 70% Commercial. The Comprehensive Plan further identifies General Commercial (GC) and Single Family Townhouse (SFT) as suitable zoning categories to be utilized within the Activity Center.

The base district of Single Family Townhouse is also described in the City Zoning Ordinance as serving the purpose of:

- 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
- To create more variety in housing opportunities and in the fabric of the neighborhoods

Individual waivers or unique standards proposed as part of this PUD include the following:

- Single Family Townhome attached units on a single lot condo regime site plan
- Private Drive Aisles within the Townhouse neighborhood
- Land use prohibitions in the general commercial areas
- Landscape standards for reduced water consumption
- Higher architectural standards for energy and water conservation

Additional information and specific regulations describing the Project are contained within the attached Winding Oak PUD. Thank you for considering this new multi use development.

Sincerely,

Mark Baker
Principal

APPLICANT'S SUMMARY OF NEIGHBORHOOD COMMUNICATIONS

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

Letters were mailed to each owner of property within 500' describing the proposed zoning change and associate uses. Letter and contact information are attached as exhibits to this application.

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.

Individual property owners were notified for the adjacent larger tracts. Letters were mailed to individual owners within 500'.

3. What concerns were raised during these communications?

The owner most directly adjacent to the subject property, Terrence Slack, was concerned about the impact to the trees adjacent to his north property line and the potential proximity of any buildings or development to his garage building.

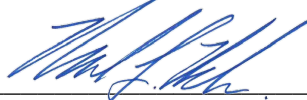
4. What specific conditions were added to or modified within the zoning request in response to the concerns raised at the meeting?

The owner committed to provide a landscape easement along the north property line to preserve existing trees and to provide a buffer between Mr. Slacks property and any new buildings or development. This buffer would be created when the subject property is platted and will be designated as a landscape buffer.

No other concerns or correspondence have been received by the applicanct from adjacent owners as of 1/5/2023.

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

Signature: _____



Date _____

Jan. 5, 2023

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 WINDING OAK PUD (PLANNED UNIT DEVELOPMENT) WITH THE BASE ZONING DISTRICTS OF SFT-2-A (SINGLE-FAMILY TOWNHOUSE) AND GC-2-A (GENERAL COMMERCIAL); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

SECTION 3. Applicability. This ordinance applies to the following parcel of land, which is herein referred to as the "Property". That certain parcel of land being 12 acres, ±; being more particularly described in Exhibit "B"; and identified by tax identification numbers R432300 and R538852; more particularly described in Instrument Number 2021055330 recorded in the Official Public Records of Williamson County, Texas.

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

this Ordinance shall control.

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

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

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

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

ATTEST:

THE CITY OF LEANDER, TEXAS:

Dara Crabtree, City Secretary

Christine DeLisle, Mayor



EXECUTIVE SUMMARY
02/02/2023

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. ***[POSTPONED BY APPLICANT TO MARCH 2, 2023]***

BACKGROUND:

This request is the second 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 be removed from the PUD while we work with the developer on the TIA. The TIA will provide more information on the functionality of the driveways and help staff get to the appropriate decision.

HISTORY/TIMELINE:

2008 – Development Agreement Approved Creating MUD District
01/12/2023 – Planning & Zoning Commission, 1st Public Hearing

APPLICANT/AGENT:

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

RECOMMENDATION:

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

PRESENTER:

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

Attachments

1. Postponement Request

From: [Jewels Cain](#)
To: [Robin Griffin](#)
Cc: [Michael Chenausky](#); [David Armbrust](#)
Subject: RE: Bar W Ranch East Commercial PUD 22-Z-021
Date: Monday, January 23, 2023 5:16:07 PM

Hello Robin,

Will you please accept this email as a postponement request for the Bar W Ranch East Commercial PUD (22-Z-021) to March 2nd instead of February 2nd? The reason for the postponement request is to allow time to meet with the City Manager, Mayor and Council members to share details of the proposed project prior to first reading.

Thank you

Jewels Cain Land Development Consultant Armbrust & Brown, PLLC 100 Congress Avenue, Suite 1300 Austin, Texas 78701-2744 (512) 435-2318 - Direct (512) 435-2360 - Facsimile jcain@abaustin.com www.abaustin.com	Logo 
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EXECUTIVE SUMMARY
02/02/2023

AGENDA SUBJECT:

Discuss and consider action regarding an Interlocal Agreement with the Williamson County Economic Development Partnership; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

The City of Leander has participated as a partner city with the Williamson County Economic Development Partnership (WILCO EDP) since its inception in 2017. Williamson County recently authorized an increase in budget for the Partnership with the premise that partner communities increase their membership dues as well. This partnership will work to increase visibility of Williamson County at an international level, and work to develop and promote Williamson County as a talent-rich location for companies to expand to.

Dave Porter, Executive Director of WILCO EDP will provide a brief presentation to the City Council.

PRESENTER:

Ashley Lunde, Interim Economic Development Director

Attachments

1. Wilco EDP Articles of Incorporation
2. Wilco EDP Presentation
3. Wilco EDC Agreement

SEP 10 2014

Corporations Section

**CERTIFICATE OF FORMATION OF
WILLIAMSON COUNTY ECONOMIC DEVELOPMENT PARTNERSHIP, INC.
A NONPROFIT CORPORATION**

This certificate of formation is submitted for filing pursuant to the applicable provisions of the Texas Business Organizations Code.

Article I - Entity Name and Type

The name and type of filing entity being formed are: Williamson County Economic Development Partnership, Inc., a Texas nonprofit corporation (hereinafter "Corporation").

Article II - Purpose

The Corporation is organized for the promotion of the common business interests of its members within the meaning of Section 501(c)(6) of the Internal Revenue Code of 1986 (the "Code") and not to engage in a regular business of a kind ordinarily carried on for profit. In particular, the Corporation will endeavor to recruit businesses into Williamson County on behalf of the County and the cities within the County.

Article III - Restrictions and Limitations

Notwithstanding the foregoing or anything to the contrary herein, the Corporation may not:

- A. Engage in any activity or take any action prohibited by the applicable provisions of the Texas Business Organizations Code.
- B. Pay any dividend or distribute any part of the income of the Corporation to its members, if any, directors, if any, or officers. However, the Corporation may pay compensation in a reasonable amount to its members, directors, or officers for services rendered, may confer benefits upon its members in conformity with its purposes, provided such compensation and benefits are reasonable.
- C. Make loans to the Corporation's directors.
- D. Engage in any activities, except to an insubstantial degree, that are not in furtherance of the purpose or purposes of the Corporation.
- E. Conduct or carry on any activities not permitted to be conducted or carried on by an organization exempt from taxation under Section 501(c)(3) of the Internal Revenue Code and its regulations, or by an organization, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code and regulations.
- F. Serve any private interest except if clearly incidental to the public benefit provided by the Corporation.

G. Allow any of the Corporation's net earning to inure to the benefit of the members, if any of the Corporation, or any private individual.

H. Engage in more than an insubstantial degree in the carrying on of propaganda, or otherwise attempting, to influence legislation, and the Corporation shall not directly or indirectly participate in, or intervene in (including the publication or distribution of statements) any political campaign on behalf of any candidate for public office, except as allowed by Internal Revenue Code and its regulations.

I. Make distributions at such time and in such manner as to subject it to tax under Section 4942 of the Code.

J. Engage in any act of self-dealing which would be subject to tax under Section 4941 of the Code.

K. Retain any excess business holdings which would subject it to tax under Section 4943 of the Code.

L. Make any investments which would subject it to tax under Section 4944 of the Code.

M. Make any taxable expenditures which would subject it to tax under Section 4945 of the Code.

Article IV - Registered Office and Registered Agent

The initial registered agent is an individual resident of the state whose name is Ben White. The business address of the initial registered agent and the initial registered office is: 212 East Main Street, Round Rock, Texas 78664.

Article V - Organizer

The name and address of the organizer is:

<u>Name</u>	<u>Address</u>
Charles Crossfield	309 East Main, Round Rock, Texas 78664

Article VI - Governing Authority

Management of the affairs of the Corporation is to be vested in its board of directors. The number of initial directors shall be six (6). The number of directors shall be set by the bylaws of the Corporation as may be amended from time to time, provided that the number of directors may never be less than four. The names and addresses of the persons who are to serve as directors until the first annual meeting or until their successors are elected and qualified are:

<u>Name</u>	<u>Address</u>
Phil Brewer Economic Development Director City of Cedar Park 450 Cypress Creek, Bldg. #1 Cedar Park, TX 78613	
Mark Thomas, CEcD City of Georgetown Director of Economic Development 816 S. Main Street P.O. Box 409 Georgetown, Texas 78627	
Joey Grisham, President/CEO Hutto EDC 321 Ed Schmidt Blvd. Suite 200 Hutto, TX 78634	
Sean Stockard, CEcD President/CEO Taylor Economic Development Corporation 700 North Main Street P.O. Box 975 Taylor, TX 76574	
Ben White Vice President, Economic Development Round Rock Chamber of Commerce Economic Development Partnership 212 East Main Street Round Rock, TX 78664	
Dan Gattis 710 Main Street, Suite 101 Georgetown, TX 78627	

Article VII - Organizational Structure

The Corporation will have members and such members will be restricted to Williamson County and cities located primarily within Williamson County.

Article VIII - Action Without a Meeting by Members, Directors or Committees

Any action required by the Texas Business Organizations Code to be taken at a meeting of the members or directors of the Corporation or any action that may be taken at a meeting of the members or directors or of any committee may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by a sufficient number of members, directors, or committee members as would be necessary to take that action at a meeting at which all of the members, directors, or members of the committee were present and voted.

Article IX - Indemnification

To the full extent permitted by the applicable provisions of Title 1, Chapter 8 of the Texas Business Organizations Code and other applicable law, the Corporation shall advance or reimburse expenses to and indemnify any present and former directors, officers, employees, and agents of the Corporation and persons serving or formerly serving at the request of the Corporation as directors, officers, partners, venturers, proprietors, trustees, employees, agents or similar functionaries of another foreign or domestic corporation, employee benefit plan, other enterprise or entity against judgments, penalties (including excise and similar taxes), fines, settlements and reasonable expenses actually incurred by the person in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitral or investigative, any appeal in such action, suit or proceeding and any inquiry or investigation that could lead to such an action suit or proceeding, because the person is or was acting in one of the capacities set forth above.

Article X - Consent Required For Fundamental Action

The affirmative vote of only a majority of the directors entitled to vote shall be sufficient to approve a Fundamental Action (as the term is defined by Section 22.164 of the Texas Business Organizations Code, as amended from time to time).

Article XI - Distribution of Assets Upon Winding Up

After all liabilities and obligations of the Corporation in the process of winding up are paid, satisfied and discharged, the property of the Corporation shall be distributed for one or more exempt purposes under IRC § 501(c)(3), to the Federal Government, or to a State or local government, for a public purpose.

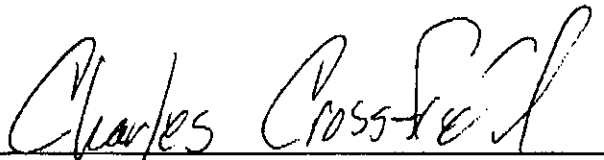
Article XII - Effective Date of Filing

This certificate of formation becomes effective when the document is filed by the secretary of state.

Article XIII - Execution

This document is signed subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

Date: 9-10-14


Charles Crossfield



**Economic
Development
Partnership**

Williamson County Economic Development Partnership

Leander City Council

January 19, 2023

Partners:

Williamson County, Cedar Park, Hutto, Georgetown, Leander, Jarrell, Liberty Hill, Taylor, Round Rock Chamber of Commerce



Background

- Since 2005 Williamson County cities | Chamber invested over \$1 million with the Austin Chamber
 - Regional marketing (Hays, Caldwell, Bastrop, Travis, Williamson Counties)
 - Lead generation
 - Sales missions
 - Website



Background (cont.)

Results: 2016 – 2022 (Austin Chamber)

➤ 908 Announcements

○ Travis County	769 (85%)
○ Williamson County	86 (10%)
○ Hays County	31
○ Bastrop County	13
○ Caldwell County	9



Background (cont.)

Results: 2016 – 2022 (908 Announcements)

➤ Williamson County (86)

○ Cedar Park	22
○ Georgetown	6
○ Hutto	9
○ Round Rock	33
○ Leander	7
○ Liberty Hill	2
○ Taylor	6
○ Jarrell	1



Williamson County Economic Development Partnership

Established 2014 (501-C3)

- No Staff (2014-2021)
- Funded to supplement Austin Chamber efforts
- Annual dues \$3,000 - \$10,000
- Use of funds (2014-2022)
 - Website
 - Branding
 - 1-2 Trade shows per year
 - Host Regional Real Estate Brokers
 - Dell Diamond
 - H-E-B Center



Williamson County Economic Development Partnership

2022

- March – Hired 1st employee – Part-time Administrative Assistant
- April – Hosted site consultants
- June – Hired a consultant to help “activate” the WilCo EDP
 - Vision
 - Funding
- July – Request to Williamson County to increase funds from \$30,000 in FY 2022/2023 to \$500,000
- September – Williamson County unanimous vote 5-0
- October – 1st Executive Director hired



Williamson County Economic Development Partnership

Wilco EDP Vision Statement – To become the lead economic development marketing organization for Williamson County.



Williamson County Economic Development Partnership

Proposed Use of Funds 2022/2023

- Enhanced Website
- Buildings & Site Database
- Site Consultants Event (3/23-3/26)
- Marketing Materials
- Economic Summit
- Office Set Up | Location
- Lead Generation



Williamson County Economic Development Partnership

Source of Funds:

➤ Williamson County	\$500,000
➤ Partner Communities	\$110,000 - \$130,000
○ Round Rock Chamber	\$20,000
○ Cedar Park	\$20,000
○ Leander	?
○ Georgetown	\$20,000
○ Taylor	\$20,000
○ Hutto	\$10,000
○ Jarrell	\$10,000
○ Liberty Hill	\$10,000



Williamson County Economic Development Partnership

Structure

- 501 C-3
- 15 Voting Members
 - Williamson County – 3 voting members
 - \$20,000 Level – 2 voting members
 - \$10,000 Level – 1 voting member
- Each Year Officers Rotate
 - President
 - President – Elect
 - Treasure
 - Secretary



Williamson County Economic Development Partnership

Summary: Why Now?

- Massive growth | Massive number of projects
- 20 years of relying on Opportunity Austin – Take more control
- It's time we leverage OA and make our own marketing decisions
- Having a centralized organization, the WilCo EDP will provide a more strategic process resulting in new jobs and investments
- Also allows us to tackle the challenges that come from rapid growth
- Enhances communication with the County

Thank you, Leander!!!



STATE OF TEXAS)
)
CITY OF LEANDER) **ECONOMIC DEVELOPMENT CONTRACT**

THIS ECONOMIC DEVELOPMENT CONTRACT (the, "Contract"), entered into this ____ day of _____, 20____, by and between the City of Leander, Texas, a Texas municipal corporation (the, "City") and the Williamson County Economic Development Partnership, Inc., a Texas economic development corporation (hereinafter, "EDP").

RECITALS

WHEREAS, the City is authorized by pursuant to Section 380.002 of the Texas Local Government Code to grant public money to certain organizations to promote the public purposes of development and diversification of the economy of the state, elimination of unemployment or underemployment, and develop the expansion of commerce in the state; and

WHEREAS, in 2014, Williamson County; the municipalities of Cedar Park, Leander, Hutto, Taylor, Georgetown and Jarrell; and the Round Rock Chamber of Commerce, Inc. created the EDP to collectively work together in cooperation as member governments to support and develop economic development efforts that would benefit the state, and;

WHEREAS, the City and the EDP desire to set forth services to be provided by EDP and the funding that the City will provide to EDP to aid in performing such services; and

WHEREAS, the City believes that it is in the public interest to enter into this Contract with EDP and that the services to be provided by the EDP will serve a public purpose.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency thereof is hereby acknowledged by the City and the EDP, the City and EDP agree as follows:

1. Public Purpose and Public Benefit. EDP shall use the funding paid by the City hereunder to perform the services and achieve the broad goals outlined in this Contract. EDP will undertake to administer and continually assist in developing an aggressive economic development program for the entities of the Williamson County Economic Development Partnership, Inc., which following the execution of this Contract, will include the City. In order to do so and in consideration of the City's funding hereunder, EDP agrees to provide services to include, but not be limited to the following:

- A. EDP shall encourage and assist expansion by manufacturers currently located in Williamson County, Texas;
- B. EDP shall make reasonable efforts necessary to develop and recruit new businesses to be located in Williamson County, Texas;
- C. EDP shall host economic development prospects that visit Williamson County, Texas, as well as travel outside the region to visit such prospects who are interested in locating in Williamson County, Texas;
- D. EDP shall market Williamson County, Texas, to targeted industries such as the technology-based or medical industries;
- E. EDP shall take actions necessary to make Williamson County, Texas, more competitive by creating incentives for companies to do business in the area;

- F. EDP shall administer and maintain an on-line marketing presence on behalf of the City and its partners through the EDP's website;
- G. EDP shall host an annual Site Selector Event and a Williamson County Economic Summit in Williamson County, Texas;
- H. EDP shall maintain a comprehensive database of available economic development sites and facilities in Williamson County, Texas;
- I. EDP shall develop communication among all necessary parties related to economic prospects and projects;
- J. EDP shall seek other funding sources in addition to the funding provided herein;
- K. EDP shall provide consulting services related to economic development to the City and the partners of the EDP;
- L. EDP shall employ dedicated, qualified and competent staff, who shall report to and be under supervision of the EDP Board, that shall administer, manage and provide the services set out herein;
- M. EDP's staff shall update the City Council of the City of Leander, Texas, quarterly, or as needed, in executive session regarding specific economic development projects affecting the County;
- N. EDP shall provide all administrative resources, offices, and office supplies necessary to carry out the services and obligations set out hereunder; and
- O. The EDP shall promote and market the City fairly and equally with other partners of the EDP (NOTE: such marketing information will be accomplished in good faith and in coordination with the County's Public Affairs Office).

2. **Reports.** EDP shall make at least one annual presentation to the City Council of the City of Leander, Texas, pertaining to activities, accomplished goals, and those pending projects which may be appropriately mentioned during a regular meeting of the City Council of the City of Leander, Texas. The purpose of such presentation will be to both update the City Council of the City of Leander, Texas, as well as highlight efforts and achievements to the public.

3. **Fee and Payment Terms.** The City agrees to provide funding to EDP in the amount of _____. The funding will be paid by the City as follows: (1) an initial installment of \$_____ on or before the ____ day of _____, 20____, and (2) installment payments in the amount of \$_____ each during the first week of each month until the last monthly installment is paid during the first week of **MONTH YEAR**

4. **EDP Board Representation.** The City shall have the right to appoint and, thereafter, at all times, maintain three (3) voting members on the EDP's Board of Directors, which currently amounts to Twenty Percent (____%) of the entire voting membership on the EDP's Board of Directors. The EDP agrees that the City's right to appoint Twenty Percent (____%) of the voting members of the EDP's Board of Directors shall be preserved if the EDP's voting membership on the Board of Directors is enlarged following execution of this Contract. Failure of the City to appoint persons to the EDP's Board of Directors shall not be deemed a waiver of the City's right to make an appointment at a later date. The City shall receive advance written notice of all meetings of the EDP's Board of Directors and copies of all actions by the EDP's Board of Directors.

5. **Reimbursement of Funds.** Despite the agreed upon payment terms set forth above, EDP agrees to reimburse the City for funds distributed to EDP if (a.) EDP's uses the funding for inappropriate purposes that do not directly relate to the public purpose goals, intent and services set

out herein; (b.) EDP's uses the funding for purposes and expenditures that a Texas political subdivision would not be authorized to expend taxpayer funds on; (c.) EDP changes its operations in such a way that, in the City's opinion, the EDP no longer serves a public purpose; (d.) the breach by EDP of any of the terms of this Contract and the continuation of such breach for a period of (10) days after written notice is given by the City to EDP of such breach; or (e.) EDP assigns or otherwise transfers its interest in its operations to another entity without the prior written consent of the City. Any reimbursement of funds under this provision shall be prorated based on those portions that were reasonably used in accordance with the terms hereof and for the intended purposes set out herein.

6. **Records.** EDP shall keep sufficient records of all its expenditures in connection with services rendered pursuant to this Contract. EDP agrees that the Executive Director of Finance of the City of Leander, Texas, shall have the right to audit such EDP records on an annual basis along with their regular review of records in a manner and form to be agreed upon by the City and EDP. EDP further agrees that the City, Executive Director of Finance of the City of Leander, Texas, or their duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of EDP which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. EDP expressly agrees that the City shall have access during normal working hours to all necessary EDP facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Additionally, the City shall give EDP reasonable advance notice of intended audits.

7. **Independent Contractor/Indemnity.** It is understood and agreed that EDP is not and shall not in any sense be considered an employee, partner, or joint venturer with the City. EDP shall not be considered or in any manner hold itself out as an agent or official representative of the City. EDP shall be considered an independent contractor for purposes of this Contract and shall in no manner incur any expenses or liability on behalf of the City.

EDP FURTHER AGREES TO HOLD THE CITY HARMLESS FOR ANY AND ALL CLAIMS BY THIRD PARTIES FOR ANY INJURIES, DAMAGES, OR LIABILITY OF ANY KIND ARISING UNDER THIS CONTRACT OR OCCASIONED BY EDP.

8. **Compliance with All Laws.** EDP and County each agree, in connection with the services or any related items to the subject matter of this Contract, to comply with any and all local, state or federal requirements.

9. **Notice.** Any notice required to be given under the terms of this Contract shall be effective if and when given in writing and mailed by certified mail to the addresses listed below or subsequently provided in writing:

The City:
City Manager
105 N. Brushy Street
Leander, Texas 78641

EDC

City Attorney:

Counsel for EDC:

Paige Saenz
223 E. Anderson Lane
Austin, Texas 78752

10. **No Assignment.** This Contract may not be assigned without the consent of the non-assigning party.

11. **Termination.** Notwithstanding the agreed upon term, this Contract may be terminated upon the occurrence of any of the following:

- A. the termination of the corporate or business existence of EDP;
- B. the insolvency of EDP, the filing of a petition in bankruptcy either by or against EDP, or an assignment by EDP for the benefit of creditors;
- C. the breach by EDP of any of the terms of this Contract and the continuation of such breach for a period often (10) days after written notice is given by the City to EDP of such breach
- D. upon the City's sole discretion with or without cause by providing thirty (30) days written notice.

12. **Term.** This Contract shall commence as of the date of the last party's execution herein-below and continue thereafter until **the _____ day of _____, 20____**, but with on-going contractual obligations relating to audits and record keeping by EDP extending beyond the termination date and the payment of funds by the City.

13. **Employees.** The parties covenant and agree that each party will pay its own salaries, and all Social Security taxes, Federal and State Unemployment Insurance, Worker's Compensation Insurance and any similar taxes or expenses related to its own employees, including, but not limited to, license fees, insurance premiums and outfitting expenses. The Parties shall be responsible for complying with all Federal, State and Local laws, ordinances, and regulations regarding its own employees.

14. **Venue & Applicable Law.** Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

15. **Severability.** In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this Contract and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

16. **Mediation.** The parties agree to use mediation for dispute resolution prior to legal action being taken on this Contract.

17. **Entire Agreement.** This Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Contract may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS

AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE CITY COUNCIL OF THE CITY OF LEANDER, TEXAS.

Executed by the parties below to be effective as of the date of the last party's execution below.

THE CITY OF LEANDER, TEXAS:

Christine DeLisle, Mayor

Date: _____

ATTEST:

Dara Crabtree, City Secretary

Date: _____

**WILLIAMSON COUNTY ECONOMIC
DEVELOPMENT PARTNERSHIP, INC.**
a Texas economic development corporation

BY: _____

NAME: _____

TITLE: _____

DATE: _____