



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, December 21, 2023
Briefing Workshop at 5:30 PM
Regular Meeting at 7:00 PM



Mayor – Christine DeLisle	Place 4 – Na'Cole Thompson
Place 1 – Kathryn Pantalione-Parker	Place 5 – Chris Czernek
Place 2 – Esme Mattke Longoria, Mayor Pro Tem	Place 6 – Becki Ross
Place 3 – David McDonald	Interim City Manager – Isaac Turner

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

BRIEFING WORKSHOP - CONVENE AT 5:30 PM

1. Open Meeting.
2. Roll Call.
3. Convene into Executive Session pursuant to Section 551.074, Texas Government Code, to discuss or deliberate the appointment, employment and duties of a public officer or employee: City Manager Search and Interim City Manager assignments and duties.

Recovene into open session to take any action as deemed appropriate in the City Council's discretion regarding City Manager Search and Interim City Manager assignments and duties.

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.
 - Leander ISD Advanced Placement Large District of the Year Certificate of Recognition
8. Leander History

CONSENT AGENDA: ACTION

9. Approval of the minutes for meeting held on December 7, 2023.
10. Approval of an Ordinance amending Section 1.02.002 and Appendix A to provide for the additional designation of a single mailing address and an email address to which Public Information Act requests may be mailed or emailed for the Police Department; providing for conflicting Ordinances; providing a severability clause; providing savings, effective date, and open meeting clauses; and providing for related matters.
11. Authorize purchase of ten (10) police department vehicle radios for in the amount of \$69,405.60 from Motorola Solutions, Inc. utilizing the HGAC Cooperative contract #RA05-21; and authorize the Interim City Manager to execute any and all necessary documents.
12. Authorize the purchase of public safety and firehouse supplies and equipment including uniforms, tactical gear, and ammunition for use in the police and fire departments from GT Distributors, Inc. in the total amount of \$200,000.00 for the term of the contract utilizing BuyBoard contract #698-23; and authorize the Interim City Manager to execute any and all necessary documents.
13. Amend a professional services agreement with Willdan Financial Services for utility rate consulting services in a not-to-exceed amount of \$150,000.00; and authorize the Interim City Manager to execute any and all necessary documents.
14. Authorize the purchase of janitorial services and supplies for use in municipal facilities by Pritchard Industries utilizing TIPS Cooperative Contract #230103; and authorize the Interim City Manager to execute any and all necessary documents.
15. Approval of Development Agreement Case DA-23-0018 regarding the Shops at Bagdad Square Development on a parcel of land approximately 4.672 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R519003 and generally located 850 feet north of the intersection of S Bagdad Road and Municipal Drive, Leander, Williamson County, Texas.
16. Approval of the Cedar Brook License Agreement, Case LA-23-0026, to allow for the installation and maintenance of landscaping and irrigation within portions of the rights-of-way of Lakeline Boulevard, Bozeman Road, Spokane Drive, Boise Drive, Corvallis Drive, Beaverton Drive and Sparrow Hawk Drive, Leander, Williamson County, Texas.
17. Approval of the extension of the application expiration for Subdivision Case PICP-22-0007 Leander Collective construction plan; more particularly described by Williamson Central Appraisal District Parcels R036215, R036216, R036218, R036219, R036220, R036221, R619681, and R619682; and located to the west of the intersection of Collective Way and US 183 S; Leander, Williamson County, Texas.
18. Approval of an Interlocal Agreement for the expansion to the East Wastewater Treatment Plant of the Brushy Creek Regional Wastewater System (BCRWWS).
19. Approval of Amendment No. 1 to Task Order KFA-57 with K. Friese and Associates for professional services for continuation of the City's water model development reviews in the amount of \$50,000.00 for a total task order amount of \$98,000.00; and authorize the Interim City Manager to execute any and all necessary documents.
20. Approval of Change Order No. 2, Change Order No. 3, and Change Order No. 4 to the Contract Agreement with Joe Bland Construction, LP, for the installation of new water and wastewater lines in the Falcon Oaks neighborhood (CIP W.6 and WW.20), increasing the current contract amount of \$4,580,573.75 by a combined amount of \$55,912.35, to a new total of \$4,636,486.10, with no extension of term duration; and authorize the Interim City Manager to execute any and all necessary documents.

21. Approval of a Special Event Permit and street closures for the Martin Luther King Day March and Celebration in Old Town Park on Monday, January 15, 2024, from 7:00 a.m. to 4:00 p.m.

PUBLIC HEARING: ACTION

22. Conduct a Public Hearing regarding Subdivision Case CP-23-0026 to adopt the Highway 29 Commercial Concept Plan on one (1) parcel of land approximately 50.74 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District parcel R032262; generally located approximately 1,500 feet to the west of the intersection of SH 29 and Ronald W. Reagan Boulevard, on the south side of SH 29, Leander, Williamson County, Texas.
- Discuss and consider action regarding Subdivision Case CP-23-0026 as described above.
23. Conduct a Public Hearing regarding Subdivision Case CP-23-0023 to adopt the Mac Haik Quick Lane Concept Plan and Preliminary Plat on seven (7) parcels of land approximately 5.725 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R474912, R457903, R031360, R500607, R485578, R474901, and R305748; generally located at the southwest corner of Merrill Drive and 183A Toll Road, Leander, Williamson County, Texas.
- Discuss and consider action regarding Subdivision Case CP-23-0023 as described above.

REGULAR AGENDA

24. Discuss and consider action on Tree Removal Case TRP-23-0018 regarding removal of ten (10) Heritage Trees and fifteen (15) Significant Trees associated with the Heritage Grove Business Park Site Development Project located at 502 Heritage Grove Road, Leander, Williamson County, Texas.
25. Discuss and consider action on an Interlocal Agreement for the design and construction of a traffic signal at the Bar W Ranch Boulevard and Via de Sienna Boulevard intersection with Ronald Reagan Boulevard.
26. Discuss and consider action on an Ordinance amending Ordinance No. 23-056-00 adopting the annual budget of the City of Leander, Texas for Fiscal Year 2024.
27. Discuss and consider action on appointment of Josh Brockman-Weber with Messer Fort Law Firm and approval of Letter Agreement with Independent Ethics Counsel.
28. Council Member Future Agenda Items *[Any deliberation of or decision about the subject of the inquiry shall be limited to a proposal to place the subject on the agenda for a subsequent meeting.]*
29. Council Member Closing Statements.
30. Convene back into Executive Session, if needed, pursuant to Section 551.074, Texas Government Code, to discuss or deliberate the appointment, employment and duties of a public officer or employee: City Manager Search and Interim City Manager assignments and duties.
- Recovene into open session to take any action as deemed appropriate in the City Council's discretion regarding City Manager Search and Interim City Manager assignments and duties.
31. Adjournment

CERTIFICATION

This meeting will be conducted pursuant to the Texas Government Code Section 55 1.001 et seq. At any time during the meeting the Council reserves the right to adjourn into

Executive Session on any of the above posted agenda for which state law authorizes Executive Session to be held, including but not limited to Sections 55 1.071 [litigation and certain Consultation with attorney], 551.072 [acquisition of interest in real property], 55 1.073 [prospective gift to city], 55 1.074 [certain personnel deliberations], 551.076 [deployment/implementation of security personnel or devices], or 551.087 [Deliberations regarding Economic Development Negotiations]. The City of Leander is committed to compliance with the American with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request. Please call the City Secretary at (512) 528-2743 for information. Hearing impaired or speech disabled persons equipped with telecommunication devices for the deaf may call (512) 528-2800. I certify that the above agenda for this meeting of the City Council of the City of Leander, Texas, was posted on the bulletin board at City Hall in Leander, Texas, on the 15 day of December 2023 by 5:00 p.m. pursuant to Chapter 551 of the Texas Government Code.

A handwritten signature in black ink that reads "Dara Crabtree". The signature is fluid and cursive, with the first name "Dara" and last name "Crabtree" clearly distinguishable.

Dara Crabtree, City Secretary, TRMC



EXECUTIVE SUMMARY
12/21/2023

AGENDA SUBJECT:

Convene into Executive Session pursuant to Section 551.074, Texas Government Code, to discuss or deliberate the appointment, employment and duties of a public officer or employee: City Manager Search and Interim City Manager assignments and duties.

Recovene into open session to take any action as deemed appropriate in the City Council's discretion regarding City Manager Search and Interim City Manager assignments and duties.

BACKGROUND:

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Fiscal Impact

Attachments:



EXECUTIVE SUMMARY
12/21/2023

AGENDA SUBJECT:

Approval of the minutes for meeting held on December 7, 2023.

BACKGROUND:

Attached are the minutes for the meeting held on December 7, 2023.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Dara Crabtree, City Secretary

Fiscal Impact

N/A

Attachments:

1. Draft Minutes 12.07.2023



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

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



Mayor – Christine DeLisle	Place 4 – Na'Cole Thompson
Place 1 – Kathryn Pantalione-Parker	Place 5 – Chris Czernek
Place 2 – Esme Mattke Longoria, Mayor Pro Tem	Place 6 – Becki Ross
Place 3 – David McDonald	Interim City Manager – Isaac Turner

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. Call to order at 6:00 p.m.
2. Roll Call.
Roll call reflected all present.
3. Parks and Recreation Department fee and policy amendments.
Discussion included: library proposed fees; current fines/fees; late fines; damaged/lost fees; blocked library accounts; eliminating fines; phased approach to fine reduction/elimination; proposed policy changes; bulletin boards; internet use; annex meeting room; library card; library materials selection; summer reading; programming and study room; golf course proposed fees; non-resident green fees; golf membership; high school facility use; tournaments; special events; sponsorship; annual cart and trails; parks and recreation proposed fees; Lakewood Park; Great Lawn; skate park; splash park; basketball and volleyball courts; trail rental; dog park rental; parking lot rental; watercraft event rental; and other rentals.

Briefing Workshop adjourned at 6:54 p.m.

REGULAR MEETING – CONVENE AT 7:00 PM

4. Open Meeting, Invocation and Pledges of Allegiance.
Call to order at 7:07 p.m.; Pastor Shayne O'Brien with Rockpointe Church provided the invocation; and Mayor Christine DeLisle led the Pledges of Allegiance.
5. Roll Call.
Roll call reflected all present.
6. Public comments on items not listed in the agenda.

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

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

individual.]

Kat Howell, 11327 Hero Way W - commented on Wreaths Across America.

7. Recognitions/Proclamations/Visitors.

- Rouse High School Band Certificate of Recognition
- Leander Citizen University Graduating Class

CONSENT AGENDA: ACTION

Agenda Item 20 was pulled from the agenda and Item 25 was pulled and considered separately from the agenda. Mayor Christine DeLisle stated on Items 24 and 26 the term end date of agreement was reflected incorrectly as December 31, 2029. The correct date is December 31, 2028.

Motion: Approve consent agenda items 8 through 19, 21 through 24 and 26.

By: Na'Cole Thompson

Seconded: Esme Mattke Longoria

Yes: Chris Czernek, Christine DeLisle, Esme Mattke Longoria, David McDonald, Kathryn Pantalion-Parker, Na'Cole Thompson, Becki Ross

No: None

Abstain: None

8. Approval of the minutes for the meeting held on November 16, 2023
9. Approval of an Ordinance repealing Ordinance No. 418-87, establishing annual fees for holders of permits and licenses issued under the Texas Alcoholic Beverage Code; providing findings of fact; providing for an effective date, and open meetings clauses; and providing for related matters.
10. Award Solicitation CIPS23-012 to Skyblue Utilities, Inc. in the amount of \$2,052,131.92 for construction services for the Lakeline Boulevard 16" waterline extension (CIP W.72); and authorize the Interim City Manager to execute all necessary documents.
11. Approval of Task Order TSIT-39 with TSIT for materials testing at Sandy Creek Water Treatment Plant-Residuals Handling Improvements & Treatment Module Addition (PICP-23-0060) (CIP W.69), in the amount of \$52,577.20; and authorize the Interim City Manager to execute all necessary documents.
12. Approval of a Resolution authorizing a Purchasing Agreement between the City of Leander, Texas, and Firetrol Protection Systems, Inc. for the purchase of fire security systems and monitoring services through BuyBoard Contract 654-21 in the amount of \$60,000.00 for the term of contract expiring November 30, 2024; providing for an effective date; and authorize the Interim City Manager to execute any and all necessary documents.
13. Approval of a Resolution authorizing a Master Interlocal Cooperative Purchasing Agreement between the City of Leander, Texas and National Purchasing Partners (NPPGov) for the purchase of uniform services, utility and fire vehicles, heavy machinery, law enforcement equipment, and other goods and services; providing for an effective date; and authorizing the Interim City Manager to execute any and all necessary documents.
14. Award of Solicitation CIPS23-021 to C. C. Carlton Industries, LTD in the amount of \$1,431,000.00 for construction services for the Wastewater Collection System Lift Station Improvements, Phase 1 Lift Station 6 (CIP WW.44); and authorize the Interim City Manager to execute any and all necessary documents.

15. Approval of the Second Reading of an Ordinance regarding Zoning Case Z-23-0081 to amend the current zoning of PUD/TOD-CD (Planned Unit Development/Transit Oriented Development – Conventional Development Sector) to adopt the CR 269 & Hero Way Minor PUD (Planned Unit Development) with the base zoning district of GC-3-A (General Commercial) on one (1) parcel of land approximately 4.15 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R346169; and more commonly addressed as 1548 & 1550 CR 269, Leander, Williamson County, Texas.
16. Approval of the Second Reading of an Ordinance regarding Zoning Case Z-23-0083 to amend the current zoning of LC-2-B (Local Commercial) to adopt the Leander Business Center Minor PUD (Planned Unit Development) with the base zoning district of LC-2-A (Local Commercial) on one (1) parcel of land approximately 10.25 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R031713; and more commonly addressed as 80 Mockingbird Hill, Leander, Williamson County, Texas.
17. Acceptance of public infrastructure improvements for Bar W Ranch West Phase 7.
18. Acceptance of public infrastructure improvements for Lively Tract Phase 4.
19. Acceptance of public infrastructure improvements for Travisso Phase 4 Section 6B.
20. Amend approval of a professional services agreement with Willdan Financial Services for utility rate consulting services executed by the City Manager on February 22, 2022; authorize a not-to-exceed amount of \$125,000.00.
21. Authorize the Interim City Manager to execute an Agreement for Arbitrage Rebate Compliance Services between the City of Leander and Hilltop Securities Asset Management, LLC.
22. Approval of a Resolution authorizing the City of Leander to apply for the Capital Area Council of Governments (CAPCOG) 2024-2025 Solid Waste Program Grant to support responsible solid waste management in the ten (10)- County CAPCOG Region.
23. Approval of a Third Amendment to the Lease Agreement between the City of Leander and Little Gino, LLC; and authorize the Interim City Manager to execute any and all necessary documents.
24. Approval of a Lease Agreement between the City of Leander and the Leander Chamber of Commerce and Visitors Center for the property located at 100 N. Brushy Street, Leander, Williamson County, Texas; and authorize the Interim City Manager to execute any and all necessary documents.
25. Approval of an Agreement between the City of Leander and the Leander Chamber of Commerce and Visitors Center for the exclusive purpose of promoting tourism and the convention and hotel industry as permitted by Chapter 351, Texas Tax Code.
Motion: Approve Agreement as amended.
By: Chris Czernek
Seconded: Becki Ross

Yes: Chris Czernek, Christine DeLisle, Esme Mattke Longoria, David McDonald, Kathryn Pantalion-Parker, Na'Cole Thompson, Becki Ross
No: None
Abstain: None
26. Approval of a Memorandum of Understanding between the City of Leander and the Leander Chamber of Commerce and Visitors Center for duties related to the operation of the annual Old Town Street Festival and Old Town Christmas Festival events; and authorizing the Interim City Manager to execute any and all necessary documents.

REGULAR AGENDA

27. Discuss and consider action regarding Zoning Case Z-22-0024 to amend the current zoning of PUD/TOD (Planned Unit Development, Transit Oriented Development District) with the OS (Open Space Sector), CD (Conventional Development Sector), S1 (General Sector), and S2 (Station Sector) to adopt the House Tract Mixed Use PUD (Planned Unit Development) with the SFT-2-A (Single-Family Townhouse), CH-2-A (Cottage Housing), and LC-2-B (Local Commercial) base zoning districts; and Development Agreement Case DA-22-0030 House Tract on two (2) parcels of land approximately 43.07 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R031601 and R031325; and generally located 1,000 feet to the east of the intersection of Main Street and Hero Way on the south side of Hero Way, Leander, Williamson County, Texas.

Motion: Approve with redlines.

By: Chris Czernek

Seconded: Kathryn Pantalion-Parker

Yes: Chris Czernek, Christine DeLisle, Esme Mattke Longoria, Kathryn Pantalion-Parker, Na'Cole Thompson, Becki Ross

No: David McDonald

Abstain: None

28. Discuss and consider action on an Ordinance to close a portion of street right-of-way commonly known as County Road 177 (CR 177), providing for gates, signs, and widening of the shoulder of the right-of-way; providing for severability, effective date and open meetings clauses; and providing for related matters.

Motion: Approve Ordinance closing low water crossing on CR 177 and eliminate section 4 and 5, following a discussion.

By: Becki Ross

Seconded: Kathryn Pantalion-Parker

Yes: Chris Czernek, Christine DeLisle, Esme Mattke Longoria, David McDonald, Kathryn Pantalion-Parker, Na'Cole Thompson, Becki Ross

No: None

Abstain: None

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

30. Council Member Closing Statements.

Kathryn Pantalion-Parker - thanked everyone who participated in the Old Town Christmas Festival; and there were 31,000 attendees this year.

Esme Mattke Longoria - reminded everyone of Wreaths Across America on December 16; and wished everyone a Happy Hanukkah.

Chris Czernek - thanked all of the staff involved with Old Town Christmas Festival; and he was sad he missed the Festival this year due to traveling with his family.

Christine DeLisle - reminded everyone to shop local; stated tonight's dinner came from Marco's Pizza;

thanked staff for all their work with the Old Town Christmas Festival and recent blood drive; and reminded everyone of upcoming events.

31. 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 Public Utilities Commission Docket No. 53063, petition by outside city ratepayers appealing the water rates established by the City of Leander, Texas; and
2. Section 551.071 and 551.087, Texas Government Code, Section 1.05, Texas Disciplinary Rules of Professional Conduct, 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 along with consideration and possible action on an Addendum to 380 Agreement related to the St. David's project and Leander Springs; and
3. Section 551.071, Texas Government Code, Section 1.05, Texas Disciplinary Rules of Professional Conduct, to deliberate with legal counsel regarding Davis House; and
4. Section 551.074, Texas Government Code, to discuss or deliberate the appointment, employment and duties of a public officer or employee: City Manager search; and
5. Section 551.074, Texas Government Code, to discuss assignments and duties of a public officer or employee: Interim City Manager.

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

1. Public Utilities Commission Docket No. 53063, petition by outside city ratepayers; and
2. St. David's and Leander Springs projects, including approving an Addendum to the 380 Agreement for said project; and
3. Davis House; and
4. City Manager Search; and
5. Duties of Interim City Manager.

Recessed into Executive Session at 8:32 p.m. reconvened into open session at 9:32 p.m.

No action was taken on any of the Executive Session items.

32. Adjournment Adjourned at 9:32 p.m.

APPROVED

MAYOR

ATTEST:

CITY SECRETARY



EXECUTIVE SUMMARY
12/21/2023

AGENDA SUBJECT:

Approval of an Ordinance amending Section 1.02.002 and Appendix A to provide for the additional designation of a single mailing address and an email address to which Public Information Act requests may be mailed or emailed for the Police Department; providing for conflicting Ordinances; providing a severability clause; providing savings, effective date, and open meeting clauses; and providing for related matters.

BACKGROUND:

In 2019, the City Council approved an ordinance following the Texas Legislature amending the law to allow the City to designate a specific mailing address and email address at which open records requests must be sent, and to establish other methods by which the City may receive open records requests. This ordinance authorizes the City Manager to designate an additional mailing address and email address specific to the police department's open record requests and authorizes them to be submitted through the City's website.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Dara Crabtree, City Secretary

Fiscal Impact

N/A

Attachments:

1. PIA Ordinance Amendment 12.21.2023

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING SECTION 1.02.002 AND APPENDIX A OF THE CODE OF ORDINANCES TO PROVIDE FOR THE ADDITIONAL DESIGNATION OF A SINGLE MAILING ADDRESS AND AN EMAIL ADDRESS TO WHICH PUBLIC INFORMATION ACT REQUESTS MAY BE MAILED OR EMAILED FOR THE POLICE DEPARTMENT; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING SAVINGS, EFFECTIVE DATE, AND OPEN MEETINGS CLAUSES; AND PROVIDING FOR RELATED MATTERS.

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 Section 1.02.002. Section 1.02.002, Leander Code of Ordinances (the “Code”) is hereby amended in its entirety to read as follows:

(a) Method of Making Public Information Requests.

- (1) A person may make a written request for public information delivering the request by one of the following methods to the applicable officer for public information or a person designated by that officer:
 - (A) United States mail at the address designated by the City Manager pursuant to subsection (a)(2);
 - (B) Electronic mail at the email address designated by the City Manager pursuant to subsection (a)(2);
 - (C) Hand delivery; or
 - (D) Electronic submission through the governmental body's Internet website.
- (2) The City Manager shall cause there to be designated two mailing addresses and two electronic mail addresses for receiving written request for public information, with one mailing address and one email address being designated for requests for police department records. The City Manager shall cause the designated mailing addresses and electronic mail addresses to be on the City’s website, and such designated addresses shall be provided to any person on request.
- (3) The City is not required to respond to a written request for public information unless the request is received by one of the methods set forth in Section (a)(1) and at the addresses designated pursuant to subsection (a)(2).

Section 3. Conflicting Ordinances. Section 1.02.002 of the Leander Code of Ordinances are amended as provided herein. All ordinances or parts thereof conflicting or inconsistent with the

provisions of this Ordinance as adopted herein, are hereby amended to the extent of such conflict. In the event of a conflict or inconsistency between this Ordinance and any other code or ordinance of the City, the terms and provisions of this Ordinance shall govern.

Section 4. Effective Date. This Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Tex. Loc. Gov't. Code.

Section 5. Severability. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this Ordinance of any such invalid phrase, clause, sentence, paragraph or section. If any provision of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision, and to this end the provisions of this Ordinance are declared to be severable.

Section 6. 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 on the 21 day of December, 2023.

ATTEST:

CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor



EXECUTIVE SUMMARY
12/21/2023

AGENDA SUBJECT:

Authorize purchase of ten (10) police department vehicle radios for in the amount of \$69,405.60 from Motorola Solutions, Inc. utilizing the HGAC Cooperative contract #RA05-21; and authorize the Interim City Manager to execute any and all necessary documents.

BACKGROUND:

The Adopted FY 22-23 Budget includes funds for new and replacement Police Department vehicles. Each vehicle, once received, is equipped with radio equipment for emergency services communication. To provide existing system compatibility and maintain a unified network, all new radios installed throughout the patrol fleet will be Motorola APX 6500 units.

Local Government Code Sec. 271.102:, Cooperative Purchasing Program Participation, provides that a local government that purchases goods or services under this subchapter satisfies any state law requiring the local government to seek competitive bids for the purchase of the goods or services. The Houston Council of Area Governments (HGAC) is a widely used cooperative buying agency that offers the most competitive Motorola Solutions contract. HGAC Contract #RA05-21 pricing will be used.

The City does not pay a fee to utilize the co-op contract pricing.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends the purchase of ten (10) vehicle radios in the amount of \$69,405.60 from Motorola Solutions, Inc. for use by the Police Department, utilizing HGAC Cooperative contract pricing.

PRESENTER:

Greg Minton, Chief of Police

Fiscal Impact

Amount requested:

\$69,405.60

Approved in current budget (Yes / No):

Yes

Expenditure (New / Amended):

New

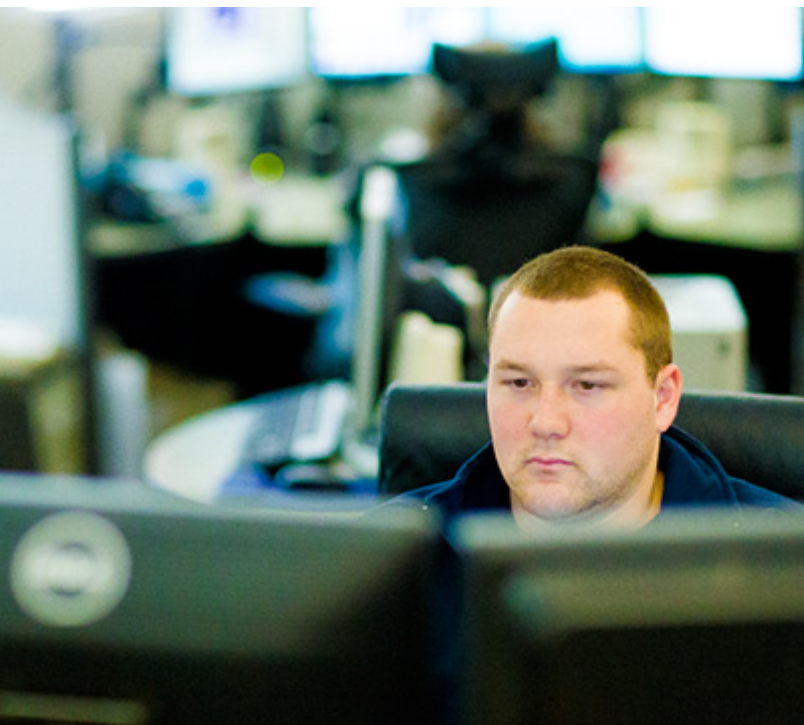
Recurring or one-time:

One-time

Fund source (Operating / Utility / etc.): Vehicle Replacement Fund
(Fund 14-41-7000 / \$69,405.60)

Attachments:

1. Motorola Solutions Inc. Quote for ten (10) Mobiles Radios



LEANDER POLICE DEPT

11/28/2023

11/28/2023

LEANDER POLICE DEPT
200 W WILLIS ST PO BOX 319
LEANDER, TX 78646

Dear Jackson Mitchell,

Motorola Solutions is pleased to present LEANDER POLICE DEPT with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide LEANDER POLICE DEPT with the best products and services available in the communications industry. Please direct any questions to Gene Aicher at gene.aicher@bearcom.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Gene Aicher
Sr Account Manager

Motorola Solutions Manufacturer's Representative

Billing Address:
LEANDER POLICE DEPT
200 W WILLIS ST PO BOX 319
LEANDER, TX 78646
US

Quote Date:11/28/2023
Expiration Date:01/27/2024
Quote Created By:
Gene Aicher
Sr Account Manager
gene.aicher@bearcom.com
5129645510

End Customer:
LEANDER POLICE DEPT
Jackson Mitchell
jmittell@leandertx.gov
512-258-2804

Contract: HGAC

Line #	Item Number	Description	Qty	Sale Price	Ext. Sale Price
	APX™ 6500 / Enh Series	ENHANCEDAPX6500			
1	M25URS9PW1BN	APX6500 ENHANCED 7/800 MHZ MOBILE	10	\$2,469.68	\$24,696.80
1a	GA09008AA	ADD: GROUP SERVICES	10	\$120.45	\$1,204.50
1b	G831AD	ADD: SPKR 15W WATER RESISTANT	10	\$48.18	\$481.80
1c	G996AS	ENH: OVER THE AIR PROVISIONING	10	\$80.30	\$803.00
1d	HA00694AA	ADD: 7Y ESSENTIAL SERVICE HTM	10	\$604.80	\$6,048.00
1e	GA00580AA	ADD: TDMA OPERATION	10	\$361.35	\$3,613.50
1f	G51AU	ENH: SMARTZONE OPERATION APX6500	10	\$963.60	\$9,636.00
1g	G67DT	ADD: REMOTE MOUNT E5 APXM	10	\$238.71	\$2,387.10
1h	G843AH	ADD: AES ENCRYPTION AND ADP	10	\$381.79	\$3,817.90
1i	GA01580AA	ADD: COVERT GNSS GLASSMOUNT LMR100	10	\$56.21	\$562.10
1j	G444AH	ADD: APX CONTROL HEAD SOFTWARE	10	\$0.00	\$0.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Sale Price	Ext. Sale Price
1k	G806BL	ENH: ASTRO DIGITAL CAI OP APX	10	\$413.91	\$4,139.10
1l	GA01767AG	ADD: RADIO AUTHENTICATION	10	\$80.30	\$803.00
1m	GA01670AA	ADD: APX E5 CONTROL HEAD	10	\$523.41	\$5,234.10
1n	W22BA	ADD: STD PALM MICROPHONE APX	10	\$57.67	\$576.70
1o	QA09113AB	ADD: BASELINE RELEASE SW	10	\$0.00	\$0.00
1p	W969BG	ADD: MULTIKEY OPERATION	10	\$264.99	\$2,649.90
1q	G174AD	ADD: ANT 3DB LOW-PROFILE 762-870	10	\$34.31	\$343.10
1r	G361AH	ENH: P25 TRUNKING SOFTWARE APX	10	\$240.90	\$2,409.00

Grand Total **\$69,405.60(USD)**

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Purchase Order Checklist

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead
(PO will not be processed without this)

PO Number/ Contract Number

PO Date

Vendor = Motorola Solutions, Inc.

Payment (Billing) Terms/ State Contract Number

Bill-To Name on PO must be equal to the *Legal* Bill-To Name

Bill-To Address

Ship-To Address (If we are shipping to a MR location, it must be documented on PO)

Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)

PO Amount must be equal to or greater than Order Total

Non-Editable Format (Word/ Excel templates cannot be accepted)

Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept

Ship To Contact Name & Phone #

Tax Exemption Status

Signatures (As required)



EXECUTIVE SUMMARY
12/21/2023

AGENDA SUBJECT:

Authorize the purchase of public safety and firehouse supplies and equipment including uniforms, tactical gear, and ammunition for use in the police and fire departments from GT Distributors, Inc. in the total amount of \$200,000.00 for the term of the contract utilizing BuyBoard contract #698-23; and authorize the Interim City Manager to execute any and all necessary documents.

BACKGROUND:

Funds are budgeted to acquire public safety and firehouse supplies and equipment such as uniforms, gear, ammunition, etc. in FY24.

The Texas Association of School Boards (TASB) administers the BuyBoard cooperative, for the benefit of all State of Texas agencies, issues RFPs seeking the best available pricing from vendors utilizing the combined purchasing volume of all state agencies to support competitive pricing and terms. Municipalities, pursuant to Texas Local Government Code 271.102 (Cooperative Purchasing Program Participation), are allowed to take advantage of these negotiated volume prices at no additional fee to the municipality.

Further, use of Texas BuyBoard contracts satisfies any state law requiring competitive bids. BuyBoard Contract #698-23 with GT Distributors, Inc. will be used.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff respectfully recommends Council authorize the purchase of public safety and firehouse supplies and equipment for use in the police and fire departments from GT Distributors, Inc. in the total amount of \$200,000.00 for the term of the contract utilizing BuyBoard Contract # 698-23.

PRESENTER:

Greg Minton, Chief of Police

Fiscal Impact

Amount requested:

\$200,000.00 through March 31, 2026, provided future appropriations are designated for this purchase.

Approved in current budget (Yes / No):

Yes

Expenditure (New / Amended):

New

Recurring or one-time:

Recurring

Fund source (Operating / Utility / etc.):

Operating

Attachments:

1. Resolution- GT Distributors
2. Contract- GT Distributors

AN RESOLUTION OF THE CITY OF LEANDER, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEANDER, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR THE PURCHASE OF FIREFIGHTING EQUIPMENT AND PERSONAL PROTECTION EQUIPMENT FROM MUNICIPAL EMERGENCY SERVICES INCORPORATED AS AN APPROVED VENDOR PURSUANT TO A COOPERATIVE PURCHASING PROGRAM; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE PROVIDING A SAVINGS CLAUSE, PROVIDING AN EFFECTIVE DATE, PROVIDING AN OPEN MEETINGS CLAUSE, AND PROVIDING FOR OTHER RELATED MATTERS.

WHEREAS, the City of Leander ("City") desires to purchase Public Safety and Firehouse Supplies and Equipment, and related goods including gear, ammunition, uniforms, etc.; and

WHEREAS, Chapter 271, Subchapter F of the Texas Local Government Code allows for local governments to participate in cooperative purchasing programs with other local governments; and

WHEREAS, the BuyBoard Cooperative Purchasing Program ("BuyBoard ") is a cooperative purchasing program administered by The Texas Association of School Boards (TASB) for the purpose of procuring goods and services for its members; and

WHEREAS, the City is a member of BuyBoard; and

WHEREAS, GT Distributors, Inc. is an approved vendor of BuyBoard; and

WHEREAS, the City desires to have the City Manager of the City of Leander execute an agreement for the purchase said goods and services from GT Distributors, Inc. through BuyBoard in an amount not to exceed \$200,000.

NOW THEREFORE, BE IT RESOLVED 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. Authorization. The City Manager is hereby authorized to negotiate and execute a purchase agreement in the same or substantially same form as the purchase agreement attached hereto as **Exhibit A** to effectuate the purchase of public safety and firehouse supplies and equipment from GT Distributors, Inc. as an approved vendor of BuyBoard subject to the powers and duties prescribed by the City of Leander Code of Ordinances and not to exceed \$200,000.

Section 3. Severability. If any provision of this Resolution is illegal, invalid, or unenforceable under present or future laws, the remainder of this Resolution 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 Resolution.

Section 4. Effective Date. This Resolution 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 Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED this 21st day of December, 2023.

CITY OF LEANDER, TEXAS

BY: _____
Christine DeLisle, Mayor

ATTEST:

Dara Crabtree, City Secretary

"A"

CITY OF LEANDER AGREEMENT FOR PURCHASE OF PUBLIC SAFETY AND
FIREHOUSE SUPPLIES AND EQUIPMENT WITH
GT DISTRIBUTORS, INC.
CONTRACT L00300

THE STATE OF TEXAS

§

CITY OF LEANDER

§

KNOW ALL BY THESE PRESENTS:

§

COUNTY OF WILLIAMSON

§

§

THAT THIS AGREEMENT for the purchase of Public Safety and Firehouse Supplies and Equipment, and for related goods (referred to herein as the "Agreement"), is made and entered into on this the 21st day of the month of December 2023 by and between the **CITY OF LEANDER**, a Texas home-rule municipality, whose offices are located at 105 N. Brushy Street, Leander, Texas 78641 (referred to herein as the "City"), and **GT DISTRIBUTORS, INC.**, whose offices are located at 1124 New Meister Lane, Suite 100, Pflugerville, TX 78660 (referred to herein as "Vendor").

RECITALS:

WHEREAS, City desires to purchase certain goods, specifically Firehouse Supplies and Equipment;

WHEREAS, City is a member of the BuyBoard Cooperative Purchasing Program ("BuyBoard ") and Vendor is an approved BuyBoard vendor through BuyBoard Contract# 698-23; and

WHEREAS, City desires to purchase certain goods from Vendor through BuyBoard as set forth herein;

WHEREAS, the parties desire to enter into this Agreement to set forth in writing their respective rights, duties, and obligations;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, it is mutually agreed between the parties as follow:

1.01 DEFINITIONS

A. **Agreement** means the binding legal contract between City and Vendor whereby City agrees to buy specified goods and Vendor is obligated to provide said goods.

B. **City** means the City of Leander, Williamson County, Texas.

C. **Effective Date** means the date upon which the binding signatures of both parties to this Agreement are affixed.

D. **Force Majeure** means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind from the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, restraint of the government and the people, civil disturbances, explosions, or other causes not reasonably within the control of the party claiming such inability.

E. **Goods** mean the specified supplies, materials, commodities, or equipment.

F. **Vendor** means GT Distributors, Inc., its successors or assigns.

2.01 EFFECTIVE DATE AND TERM

A. This Agreement shall be effective on the date this Agreement has been signed by each party hereto, and shall remain in full force and effect unless and until it expires by operation of the term indicated herein, or is terminated or extended as provided herein.

B. This Agreement shall terminate March 31, 2026.

C. City reserves the right to review the relationship with Vendor at any time, and may elect to terminate this Agreement with or without cause or may elect to continue.

3.01 CONTRACT DOCUMENTS AND EXHIBITS

The goods which are the subject matter of this Agreement are described in Exhibit "A" and, together with this Agreement, comprise the Contract Documents. Any inconsistencies or conflicts in the contract documents shall be resolved by giving preference to the terms and conditions set forth in pages one (1) through nine (9) of this Agreement.

4.01 ITEMS

A. The goods which are the subject matter of this Agreement are described generally in the attached Exhibit "A."

B. This Agreement shall evidence the entire understanding and agreement between the parties and shall supersede any prior proposals, correspondence, or discussions.

C. Vendor shall satisfactorily provide all deliverables described in Exhibit "A" within the contract term specified. A change in the Scope of Services or any term of this Agreement, must be negotiated and agreed to in all relevant details, and must be embodied in a valid Supplemental Agreement as described in Section 9.01 herein.

5.01 COSTS

A. City agrees to pay for supplies during the term of this Agreement at the pricing set forth at in Exhibit "A." Vendor specifically acknowledged and agrees that City is not obligated to use or purchase any estimated annual quantity of goods. Only if, and when needed by City, the costs listed on Exhibit "A" shall be the basis of any charges collected by Vendor.

B. The City shall be authorized to pay the Vendor an amount not-to-exceed **Two Hundred Thousand and No/100 Dollars (\$200,000.00)** for the term of this Agreement.

6.01 INVOICES

All invoices shall include, at a minimum, the following information:

- A. Name and address of Vendor;
- B. Purchase Order Number;
- C. Description and quantity of items received; and
- D. Delivery or performance dates.

7.01 NON-APPROPRIATION AND FISCAL FUNDING

This Agreement is a commitment of City's current revenues only. It is understood and agreed that City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of City does not appropriate funds sufficient to purchase the goods as determined by City's budget for the fiscal year in question. City may affect such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.

8.01 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Vendor will be made within thirty (30) days of the day on which City receives the performance, supplies, materials, equipment, and/or deliverables, or within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which City receives a correct invoice for the performance and/or deliverables or services, whichever is later. Vendor may charge interest on an overdue payment at the "rate in effect" on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(6); however, this Policy does not apply to payments made by City in the event:

- A. There is a bona fide dispute between City and Vendor, a contractor, subcontractor, or supplier about the goods delivered or the service performed that cause the payment to be late; or
- B. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
- C. There is a bona fide dispute between Vendor and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or

- D. Invoices are not mailed to City in strict accordance with instructions, if any, on the purchase order or the Agreement or other such contractual agreement.

9.01 SUPPLEMENTAL AGREEMENT

The terms of this Agreement may be modified by written Supplemental Agreement hereto, duly authorized by City Council or by the City Manager, if the City determines that there has been a significant change in (1) the scope, complexity, or character of the services to be performed or goods to be delivered; (2) the costs associated with the payment of goods and services; or (3) the duration of the work to be performed. Any such Supplemental Agreement must be executed by both parties within the period specified as the term of this Agreement. Vendor shall not perform any work or incur any additional costs prior to the execution, by both parties, of such Supplemental Agreement. Vendor shall make no claim for extra work done or goods delivered unless and until there is full execution of any Supplemental Agreement, and the City shall not be responsible for actions by Vendor nor for any costs incurred by Vendor relating to additional work not directly authorized by Supplemental Agreement.

10.01 GRATUITIES AND BRIBES

City may, by written notice to Vendor, cancel this Agreement without liability to Vendor if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by Vendor or its agents or representatives to any City officer, employee, or elected representative with respect to the performance of this Agreement. In addition, Vendor may be subject to penalties stated in Title 8 of the Texas Penal Code.

11.01 TAXES

City is exempt from Federal Excise and State Sales Tax; therefore, tax shall not be included in Vendor's charges.

12.01 ORDERS PLACED WITH ALTERNATE VENDORS

If Vendor cannot provide the goods as specified, City reserves the right and option to obtain the products from another supplier or suppliers.

13.01 CITY'S REPRESENTATIVE

City hereby designates the following representative authorized to act in its behalf with regard to this Agreement:

Greg Minton
Police Department, Police Chief
705 Leander Dr
Leander, Texas 78641
512-528-2816
gminton@leandertx.gov

14.01 INSURANCE

Vendor shall meet all City of Leander Insurance Requirements as set forth at:

15.01 RIGHT TO ASSURANCE

Whenever either party to this Agreement, in good faith, has reason to question the other party's intent to perform hereunder, then demand may be made to the other party for written assurance of the intent to perform. In the event that no written assurance is given within the reasonable time specified when demand is made, then and in that event the demanding party may treat such failure as an anticipatory repudiation of this Agreement.

16.01 DEFAULT

If Vendor abandons or defaults under this Agreement and is a cause of City purchasing the specified goods elsewhere, Vendor agrees that it may be charged the difference in cost, if any, and that it will not be considered in the re-advertisement of the service and that it may not be considered in future bids for the same type of work unless the scope of work is significantly changed.

Vendor shall be declared in default of this Agreement if it does any of the following:

- A. Fails to fully, timely and faithfully perform any of its material obligations under this Agreement;
- B. Fails to provide adequate assurance of performance under the "Right to Assurance" section herein; or
- C. Becomes insolvent or seeks relief under the bankruptcy laws of the United States.

17.01 TERMINATION AND SUSPENSION

A. City has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon thirty (30) days' written notice to Vendor.

B. In the event of any default by Vendor, City has the right to terminate this Agreement for cause, upon ten (10) days' written notice to Vendor.

C. Vendor has the right to terminate this Agreement only for cause, that being in the event of a material and substantial breach by City, or by mutual agreement to terminate evidenced in writing by and between the parties.

D. In the event City terminates under subsections (A) or (B) of this section, the following shall apply: Upon City's delivery of the referenced notice to Vendor, Vendor shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after such notice of termination, Vendor shall submit a statement showing in detail the goods and/or services satisfactorily performed under this Agreement to the date of termination. City shall then pay Vendor that portion of the charges, if undisputed. The parties agree that Vendor is not entitled to compensation for services it would have performed under the remaining term of the Agreement except as provided herein.

18.01 INDEMNIFICATION

Vendor shall defend (at the option of City), indemnify, and hold City, its successors, assigns, officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees, and any and all other costs or fees arising out of, or incident to, concerning or resulting from the fault of Vendor, or Vendor's agents, employees or subcontractors, in the performance of Vendor's obligations under this Agreement, no matter how, or to whom, such loss may occur. Nothing herein shall be deemed to limit the rights of City or Vendor (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

19.01 COMPLIANCE WITH LAWS, CHARTER, AND ORDINANCES

A. Vendor, its agents, employees, and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Charter and Ordinances of the City of Leander, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies.

B. In accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel and will not boycott Israel during the term of this contract. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not boycott Israel and will not boycott Israel during the term of this Agreement.

C. In accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel and will not boycott Israel during the term of this contract. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not boycott Israel and will not boycott Israel during the term of this Agreement.

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

E. The Vendor hereby verifies that it and its parent's company, wholly or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and to the extent such section is not inconsistent with a governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing or investment of funds. As used in the foregoing verification, "boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm, or limit commercial relations with a company because the company: (A) engages in the exploration,

production, utilization, transportation, sale, or manufacturing of fossil-based energy and does not commit or pledge to meet environmental standards beyond federal and state law: or (B) does business with a company described as by the preceding statement in (A).

F. The Vendor hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" means: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; but does not include (a) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; or (b) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

20.01 ASSIGNMENT AND DELEGATION

The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party shall assign, sublet, or transfer any interest in this Agreement without prior written authorization of the other party.

21.01 NOTICES

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

1. When delivered personally to the recipient's address as stated in this Agreement;
or
2. Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

Notice to Vendor:

GT Distributors, Inc.
1124 New Meister Lane, Ste 100
Pflugerville, TX 78660

Notice to City:

City Manager
105 N. Brushy St.
Leander, TX 78664

Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of City and Vendor.

22.01 APPLICABLE LAW; ENFORCEMENT AND VENUE

This Agreement shall be enforceable in Leander, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

23.01 EXCLUSIVE AGREEMENT

This document, and all appended documents, constitutes the entire Agreement between Vendor and City. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing, duly authorized by action of the City Manager or City Council.

24.01 DISPUTE RESOLUTION

City and Vendor hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

25.01 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

26.01 MISCELLANEOUS PROVISIONS

Standard of Care. Vendor represents that it employs trained, experienced and competent persons to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed in a manner according to generally accepted industry practices.

Time is of the Essence. Vendor understands and agrees that time is of the essence and that any failure of Vendor to fulfill obligations for each portion of this Agreement within the agreed

timeframes will constitute a material breach of this Agreement. Vendor shall be fully responsible for its delays or for failures to use best efforts in accordance with the terms of this Agreement. Where damage is caused to City due to Vendor's failure to perform in these circumstances, City may pursue any remedy available without waiver of any of City's additional legal rights or remedies.

Force Majeure. Neither City nor Vendor shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible as defined herein. However, notice of such impediment or delay in performance must be timely given and all reasonable efforts undertaken to mitigate its effects.

Multiple Counterparts. This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, City and Vendor have executed this Agreement on the dates indicated.

City of Leander

GT Distributors, Inc.

Signature	_____
Print Name:	<u>Isaac D. Turner</u>
Title:	<u>Interim City Manager</u>
Date:	<u>12/21/2023</u>

<i>David Curtis</i>	_____
Signature	_____
Print Name:	<u>DAVID CURTIS</u>
Title:	<u>BIDS MANAGER</u>
Date:	<u>11/07/2023</u>



EXECUTIVE SUMMARY
12/21/2023

AGENDA SUBJECT:

Amend a professional services agreement with Willdan Financial Services for utility rate consulting services in a not-to-exceed amount of \$150,000.00; and authorize the Interim City Manager to execute any and all necessary documents.

BACKGROUND:

On March 16, 2023, City Council ratified approval of a professional services agreement with Willdan Financial Services for utility rate consulting services previously executed by the City Manager and authorized a not-to-exceed amount of \$100,000.00.

Through the end of September, the City has expended \$129,269.49 in professional service fees to Willdan for consulting services, including document preparation and submittals, as well as filing testimony in the rate case. The last payment made was \$23,300 and due to the consultant's intensive preparation and participation in the 4-day SOAH hearing at the end of September.

As background, on January 7, 2022, certain outside ratepayers filed an appeal of the City of Leander's outside City customer rates to the Texas Public Utility Commission (PUC). In February 2022, the City Manager signed a professional services agreement with our rate consultant, Willdan Financial Services, to assist with the City's response to the appeal.

The PUC subsequently referred the appeal to the State Office of Administrative Hearings (SOAH). The City filed its testimony to SOAH on January 27, 2023. In September, a Hearing on the Merits was held over four (4) days in front of two (2) SOAH Administrative Law Judges (ALJs) where each side (Ratepayers, City Staff, and PUC Staff) had the opportunity to call its witnesses and cross-examine others. Post Hearing Briefs were filed by each party in October and November. The ALJs are expected to decide in mid-January 2024 and forward their decision to the PUC for its consideration.

Staff expects the requested increase to the not-to-exceed limit will be sufficient to get through the January decision timeframe.

It should be noted that the City Attorney is being supported by the law firm of Davidson, Troilo, Ream, and Garza. To date, outside legal expenses have been \$534,421.92 and Knight Law Firm expenses have been \$91,683.00.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Recommend Approval

PRESENTER:

Robert G. Powers, Executive Finance Director

	<u>Fiscal Impact</u>
<u>Amount requested:</u>	\$50,000.00
<u>Approved in current budget (Yes / No):</u>	Yes
<u>Expenditure (New / Amended):</u>	Amended
<u>Recurring or one-time:</u>	One-time
<u>Fund source (Operating / Utility / etc.):</u>	Utility Fund (Legal Services 20-04-5650)

Attachments:



EXECUTIVE SUMMARY
12/21/2023

AGENDA SUBJECT:

Authorize the purchase of janitorial services and supplies for use in municipal facilities by Pritchard Industries utilizing TIPS Cooperative Contract #230103; and authorize the Interim City Manager to execute any and all necessary documents.

BACKGROUND:

Chapter 791, § 271.102 of the Texas Government Code states; "a local government may participate in a Cooperative Purchasing Program with another local government or a local cooperative organization. A local government that purchases goods or services under this subchapter satisfies any state law requiring the local government to seek competitive bids for the purchase of goods or services."

When local governments purchase goods or services, they have three (3) options in order to complete those purchases: requesting invitations to bid; soliciting requests for proposals; or by utilizing the cooperative purchasing program established by the State of Texas.

A Master Interlocal Agreement permits the City to utilize the cooperative organization's current and/or future contracts for goods and services without having to seek competitive bids.

This agreement allows the City to purchase items from the vendor up to \$325,000.00 in costs on/or before the expiration date of March 31, 2026.

This contract will be in place through March 31, 2026, as a City-wide contract serving the janitorial needs of Pat Bryson Hall, Pat Bryson Annex, Mason Conference Room, the Library, Leander Activity Center, and the Golf Course for an approximate annual value of \$140,000 on TIPS Cooperative Contract 230103. The departments being served are Engineering, Planning, Business Development, the Library, Parks and Recreation, and the Golf Division.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval.

PRESENTER:

Cheryl Kaufman, General Services Manager

<u>Amount requested:</u>	<u>Fiscal Impact</u>
<u>Approved in current budget (Yes / No):</u>	\$325,000.00
<u>Expenditure (New / Amended):</u>	Yes
<u>Recurring or one-time:</u>	New
<u>Fund source (Operating / Utility / etc.):</u>	Recurring
	General Fund; Utility Fund; Golf Fund

Attachments:

1. CO-OP Contract- Resolution
2. L00301 Pritchard Contract
3. Pritchard Proposal- Leander

AN RESOLUTION OF THE CITY OF LEANDER, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEANDER, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR THE PURCHASE OF JANITORIAL SERVICES AND SUPPLIES FROM PRITCHARD INDUSTRIES AS AN APPROVED VENDOR PURSUANT TO A COOPERATIVE PURCHASING PROGRAM; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE PROVIDING A SAVINGS CLAUSE, PROVIDING AN EFFECTIVE DATE, PROVIDING AN OPEN MEETINGS CLAUSE, AND PROVIDING FOR OTHER RELATED MATTERS.

WHEREAS, the City of Leander ("City") desires to purchase janitorial and sanitation supplies and services, and related goods; and

WHEREAS, Chapter 271, Subchapter F of the Texas Local Government Code allows for local governments to participate in cooperative purchasing programs with other local governments; and

WHEREAS, The Interlocal Purchasing System Cooperative Purchasing Program ("TIPS") is a cooperative purchasing program administered by the Region 8 Education Service Center for the purpose of procuring goods and services for its members; and

WHEREAS, the City is a member of TIPS; and

WHEREAS, Pritchard Industries is an approved vendor of TIPS; and

WHEREAS, the City desires to have the City Manager of the City of Leander execute an agreement for the purchase said goods and services from Pritchard Industries through TIPS in an amount of \$225,000.00.

NOW THEREFORE, BE IT RESOLVED 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. Authorization. The City Manager is hereby authorized to negotiate and execute a purchase agreement in the same or substantially same form as the purchase agreement attached hereto as **Exhibit A** to effectuate the purchase of janitorial and sanitation supplies and services from Pritchard Industries as an approved vendor of TIPS subject to the powers and duties prescribed by the City of Leander Code of Ordinances and not to exceed \$225,000.00.

Section 3. Severability. If any provision of this Resolution is illegal, invalid, or unenforceable under present or future laws, the remainder of this Resolution 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 Resolution.

Section 4. Effective Date. This Resolution 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 Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED this 21st day of December, 2023.

CITY OF LEANDER, TEXAS

BY: _____
Christine DeLisle, Mayor

ATTEST:

Dara Crabtree, City Secretary

"A"

THE STATE OF TEXAS

§

CITY OF LEANDER

§

KNOW ALL BY THESE PRESENTS:

§

COUNTY OF WILLIAMSON

§

 $\mathcal{S}$ ∞

RECITALS:

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1.01 DEFINITIONS

A. **Agreement** means the binding legal contract between City and Vendor whereby City agrees to buy specified goods and Vendor is obligated to provide said goods.

B. **City** means the City of Leander, Williamson County, Texas.

C. **Effective Date** means the date upon which the binding signatures of both parties to this Agreement are affixed.

D. **Force Majeure** means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind from the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, restraint of the government and the people, civil disturbances, explosions, or other causes not reasonably within the control of the party claiming such inability.

E. **Goods** mean the specified supplies, materials, commodities, or equipment.

F. **Vendor** means Pritchard Industries, its successors or assigns.

2.01 EFFECTIVE DATE AND TERM

A. This Agreement shall be effective on the date this Agreement has been signed by each party hereto, and shall remain in full force and effect unless and until it expires by operation of the term indicated herein, or is terminated or extended as provided herein.

B. This Agreement shall terminate March 31, 2026.

C. City reserves the right to review the relationship with Vendor at any time and may elect to terminate this Agreement with or without cause or may elect to continue.

3.01 CONTRACT DOCUMENTS AND EXHIBITS

The goods which are the subject matter of this Agreement are described in Exhibit "A" and, together with this Agreement, comprise the Contract Documents. Any inconsistencies or conflicts in the contract documents shall be resolved by giving preference to the terms and conditions set forth in pages one (1) through nine (9) of this Agreement.

4.01 ITEMS

A. The goods which are the subject matter of this Agreement are described generally in the attached Exhibit "A."

B. This Agreement shall evidence the entire understanding and agreement between the parties and shall supersede any prior proposals, correspondence, or discussions.

C. Vendor shall satisfactorily provide all deliverables described in Exhibit "A" within the contract term specified. A change in the Scope of Services or any term of this Agreement, must be negotiated and agreed to in all relevant details, and must be embodied in a valid Supplemental Agreement as described in Section 9.01 herein.

5.01 COSTS

A. City agrees to pay for supplies during the term of this Agreement at the pricing set forth at in Exhibit "A." Vendor specifically acknowledged and agrees that City is not obligated to use or purchase any estimated annual quantity of goods. Only if, and when needed by City, the costs listed on Exhibit "A" shall be the basis of any charges collected by Vendor.

B. The City shall be authorized to pay the Vendor in an amount of **Three Hundred Twenty-Five Thousand and No/100 Dollars (\$325,000.00)** for the term of this Agreement.

6.01 INVOICES

All invoices shall include, at a minimum, the following information:

- A. Name and address of Vendor;
- B. Purchase Order Number;
- C. Description and quantity of items received; and
- D. Delivery or performance dates.

7.01 NON-APPROPRIATION AND FISCAL FUNDING

This Agreement is a commitment of City's current revenues only. It is understood and agreed that City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of City does not appropriate funds sufficient to purchase the goods as determined by City's budget for the fiscal year in question. City may affect such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.

8.01 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Vendor will be made within thirty (30) days of the day on which City receives the performance, supplies, materials, equipment, and/or deliverables, or within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which City receives a correct invoice for the performance and/or deliverables or services, whichever is later. Vendor may charge interest on an overdue payment at the "rate in effect" on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(6); however, this Policy does not apply to payments made by City in the event:

- A. There is a bona fide dispute between City and Vendor, a contractor, subcontractor, or supplier about the goods delivered or the service performed that cause the payment to be late; or
- B. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
- C. There is a bona fide dispute between Vendor and a subcontractor or between a

subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or

- D. Invoices are not mailed to City in strict accordance with instructions, if any, on the purchase order or the Agreement or other such contractual agreement.

9.01 SUPPLEMENTAL AGREEMENT

The terms of this Agreement may be modified by written Supplemental Agreement hereto, duly authorized by City Council or by the City Manager, if the City determines that there has been a significant change in (1) the scope, complexity, or character of the services to be performed or goods to be delivered; (2) the costs associated with the payment of goods and services; or (3) the duration of the work to be performed. Any such Supplemental Agreement must be executed by both parties within the period specified as the term of this Agreement. Vendor shall not perform any work or incur any additional costs prior to the execution, by both parties, of such Supplemental Agreement. Vendor shall make no claim for extra work done or goods delivered unless and until there is full execution of any Supplemental Agreement, and the City shall not be responsible for actions by Vendor nor for any costs incurred by Vendor relating to additional work not directly authorized by Supplemental Agreement.

10.01 GRATUITIES AND BRIBES

City may, by written notice to Vendor, cancel this Agreement without liability to Vendor if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by Vendor or its agents or representatives to any City officer, employee, or elected representative with respect to the performance of this Agreement. In addition, Vendor may be subject to penalties stated in Title 8 of the Texas Penal Code.

11.01 TAXES

City is exempt from Federal Excise and State Sales Tax; therefore, tax shall not be included in Vendor's charges.

12.01 ORDERS PLACED WITH ALTERNATE VENDORS

If Vendor cannot provide the goods as specified, City reserves the right and option to obtain the products from another supplier or suppliers.

13.01 CITY'S REPRESENTATIVE

City hereby designates the following representative authorized to act on its behalf in the capacity of contract manager with regard to this Agreement:

Cheryl Kaufman
General Services Manager
105 N. Brushy St
Leander, Texas 78641
512-528-2730
ckaufman@leandertx.gov

14.01 INSURANCE

Vendor shall meet all City of Leander Insurance Requirements as set forth at: <https://www.leandertx.gov/finance/page/purchasing>.

15.01 RIGHT TO ASSURANCE

Whenever either party to this Agreement, in good faith, has reason to question the other party's intent to perform hereunder, then demand may be made to the other party for written assurance of the intent to perform. In the event that no written assurance is given within the reasonable time specified when demand is made, then and in that event the demanding party may treat such failure as an anticipatory repudiation of this Agreement.

16.01 DEFAULT

If Vendor abandons or defaults under this Agreement and is a cause of City purchasing the specified goods elsewhere, Vendor agrees that it may be charged the difference in cost, if any, and that it will not be considered in the re-advertisement of the service and that it may not be considered in future bids for the same type of work unless the scope of work is significantly changed.

Vendor shall be declared in default of this Agreement if it does any of the following:

- A. Fails to fully, timely and faithfully perform any of its material obligations under this Agreement;
- B. Fails to provide adequate assurance of performance under the "Right to Assurance" section herein; or
- C. Becomes insolvent or seeks relief under the bankruptcy laws of the United States.

17.01 TERMINATION AND SUSPENSION

A. City has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon thirty (30) days' written notice to Vendor.

B. In the event of any default by Vendor, City has the right to terminate this Agreement for cause, upon ten (10) days' written notice to Vendor.

C. Vendor has the right to terminate this Agreement only for cause, that being in the event of a material and substantial breach by City, or by mutual agreement to terminate evidenced in writing by and between the parties.

D. In the event City terminates under subsections (A) or (B) of this section, the following shall apply: Upon City's delivery of the referenced notice to Vendor, Vendor shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after such notice of termination, Vendor shall submit a statement showing in detail the goods and/or services satisfactorily performed under this Agreement to the date of termination. City shall then pay Vendor that portion of the charges, if undisputed.

The parties agree that Vendor is not entitled to compensation for services it would have performed under the remaining term of the Agreement except as provided herein.

18.01 INDEMNIFICATION

Vendor shall defend (at the option of City), indemnify, and hold City, its successors, assigns, officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees, and any and all other costs or fees arising out of, or incident to, concerning or resulting from the fault of Vendor, or Vendor's agents, employees or subcontractors, in the performance of Vendor's obligations under this Agreement, no matter how, or to whom, such loss may occur. Nothing herein shall be deemed to limit the rights of City or Vendor (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

19.01 COMPLIANCE WITH LAWS, CHARTER, AND ORDINANCES

A. Vendor, its agents, employees, and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Charter and Ordinances of the City of Leander, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies.

B. In accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel and will not boycott Israel during the term of this contract. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not boycott Israel and will not boycott Israel during the term of this Agreement.

C. In accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel and will not boycott Israel during the term of this contract. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not boycott Israel and will not boycott Israel during the term of this Agreement.

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

E. The Vendor hereby verifies that it and its parent's company, wholly or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and to the extent such section is not inconsistent with a governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management,

borrowing or investment of funds. As used in the foregoing verification, “boycott energy company” means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil-based energy and does not commit or pledge to meet environmental standards beyond federal and state law; or (B) does business with a company described as by the preceding statement in (A).

F. The Vendor hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” means: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; but does not include (a) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; or (b) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

20.01 ASSIGNMENT AND DELEGATION

The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party shall assign, sublet, or transfer any interest in this Agreement without prior written authorization of the other party.

21.01 NOTICES

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

1. When delivered personally to the recipient's address as stated in this Agreement;
or
2. Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

Notice to Vendor:

Pritchard Industries
4320 E. 43rd Street
N Little Rock, AR 72117

Notice to City:

City Manager
105 N. Brushy St.
Leander, TX 78664

Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of City and Vendor.

22.01 APPLICABLE LAW; ENFORCEMENT AND VENUE

This Agreement shall be enforceable in Leander, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

23.01 EXCLUSIVE AGREEMENT

This document, and all appended documents, constitutes the entire Agreement between Vendor and City. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing, duly authorized by action of the City Manager or City Council.

24.01 DISPUTE RESOLUTION

City and Vendor hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

25.01 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

26.01 MISCELLANEOUS PROVISIONS

Standard of Care. Vendor represents that it employs trained, experienced, and competent persons to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed in a manner according to generally accepted industry practices.

Time is of the Essence. Vendor understands and agrees that time is of the essence and that any failure of Vendor to fulfill obligations for each portion of this Agreement within the agreed timeframes will constitute a material breach of this Agreement. Vendor shall be fully responsible for its delays or for failures to use best efforts in accordance with the terms of this Agreement. Where damage is caused to City due to Vendor's failure to perform in these circumstances, City

may pursue any remedy available without waiver of any of City's additional legal rights or remedies.

Force Majeure. Neither City nor Vendor shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible as defined herein. However, notice of such impediment or delay in performance must be timely given and all reasonable efforts undertaken to mitigate its effects.

Multiple Counterparts. This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, City and Vendor have executed this Agreement on the dates indicated.

City of Leander

Signature

Print Name: Isaac D. Turner

Title: Interim City Manager

Date: 12/21/23

Pritchard Industries


Signature

Print Name: Ronnie Pace

Title: Branch Manager VP

Date: 12-12-2023



PROPOSAL

Pritchard Industries, SW

3456 Alameda #448

Fort Worth, TX 76126

Phone: (817) 692-7021

rpac@pritchardindustries.com

DATE	11/10/2023
INVOICE #	
CUSTOMER ID	Leander

SUBMIT TO

City of Leander
405 S W Dr.
Leander, TX 78641
Attn: Cheryl Kaufman

DESCRIPTION	Total
Bryson Center Monday-Friday	\$2,275.72
Library Monday-Friday	\$3,628.83
Activity Center Monday-Wednesday-Friday	\$1,575.00
EMS Monday-Wednesday-Friday	\$829.50
Annex Monday-Friday	\$1,675.00
Golf Club House Monday-Wednesday-Friday	\$1,575.00
We do have the ability to handle consumables on a monthly cost plus 5%	
<i>This will be billed Monthly</i>	
<i>Subject to CPI increase after each 12 month term</i>	
TIP'S Contract# 230103	

Subtotal	\$11,559.05
Taxable	-
Tax rate	0.000%
Tax due	-
Other	-
TOTAL	\$11,559.05

OTHER COMMENTS

Quote includes Pritchard furnishing labor, supervision, and equipment



EXECUTIVE SUMMARY
12/21/2023

AGENDA SUBJECT:

Approval of Development Agreement Case DA-23-0018 regarding the Shops at Bagdad Square Development on a parcel of land approximately 4.672 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R519003 and generally located 850 feet north of the intersection of S Bagdad Road and Municipal Drive, Leander, Williamson County, Texas.

BACKGROUND:

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

This agreement requires that all structures are comprised of at least one hundred (100%) percent of the combined exterior surface area of all walls, including all stories of buildings/structures shall consist of stone, brick, painted or tinted stucco, or similar material approved by the Director of Planning.

HISTORY/TIMELINE:

APPLICANT/AGENT:

Kimley-Horn (Michael Doggett) on behalf of Bagdad Road Leander, LLC (Praveen Guduru)

RECOMMENDATION:

Staff recommends approval.

PRESENTER:

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

Fiscal Impact

N/A

Attachments:

1. DA-23-0018 Att 1 Shops at Bagdad Square
2. DA-23-0018 Att 2 Location Map

**MASONRY DEVELOPMENT AGREEMENT
ESTABLISHING DEVELOPMENT STANDARDS
FOR THE SHOPS AT BAGDAD SQUARE**

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

Section 1. Purpose; Consideration.

- (a) The Developer owns that certain 4.672 acre tract located in Williamson County, Texas, being more particularly described in **Exhibit A** attached hereto and incorporated herein for all purposes (the "Property") and wishes to develop the Property for retail and restaurant uses (the "Development"). The Developer desires that the City be able to enforce the development standards set forth herein through its building permit, inspection, and certificate of occupancy processes by this agreement, given that House Bill 2439 adopted in the 86th Legislative Session limits the ability of cities to enforce certain development standards governing building materials by ordinance.
- (b) The Developer will benefit from the City enforcing the Development Standards as set forth herein because it will be more efficient and cost-effective for compliance to be monitored and enforced through the City's building permit and inspection processes and will help ensure that the Development is built out as planned by the Developer after conveyance to the builder of homes or other buildings and structures authorized by the applicable zoning regulations. The City will benefit from this Agreement by having assurance regarding certain development standards for the Development, having certainty that such Development Standards may be enforced by the City, and preservation of property values within the City.
- (c) The benefits to the Parties set forth in this Article 1, plus the mutual promises expressed herein, are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by both Parties.

Section 2. Term; Termination.

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

Section 3. Development Standards.

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

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

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

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

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

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

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

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

Section 10. Force Majeure.

- (a) The term "force majeure" as employed herein shall mean and refer to acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemies, orders of any kind of the government of the United States, the State of Texas or any civil or military authority; insurrections; riots; epidemic; landslides; lightning, earthquakes; fires, hurricanes; storms, floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines, or canals; or other causes not reasonably within the control of the party claiming such inability.
- (b) If, by reason of force majeure, any party hereto shall be rendered wholly or partially unable to carry out its obligations under this Agreement, then such party shall give written notice of the full particulars of such force majeure to the other party within ten (10) days after the occurrence thereof. The obligations of the party giving such notice, to the extent effected by

the force majeure, shall be suspended during the continuance of the inability claimed, except as hereinafter provided, but for no longer period, and the party shall endeavor to remove or overcome such inability with all reasonable dispatch.

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

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

Any notice mailed to the City shall be addressed:

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

with copy to:

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

Any notice mailed to the Developer shall be addressed:

Bagdad Rd. Leander, LLC
Attn: Praveen Guduru
3000 Polar Lane
Cedar Park TX, 78813
Williamson County

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

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

Section 13. Severability. Should any court declare or determine that any provisions of this Agreement is invalid or unenforceable under present or future laws, that provision shall be fully severable; this Agreement shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in place of each such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable. Texas law shall govern the validity and interpretation of this Agreement.

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

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

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

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

Section 18. Recordation. This Agreement shall be recorded in the Official Public Records of Williamson County, Texas.

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

Section 21. Anti-Boycott Verification. To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, the Developer represents that neither the Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developer (i)

boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms "boycotts Israel" and "boycott Israel" as used in this paragraph have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended.

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

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

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

Exhibit A – Property Description & Sketch

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

CITY:

City of Leander, Texas

a Texas home-rule municipal corporation

Attest:

By: _____
Name: Dara Crabtree
Title: City Secretary

By: _____
Name: Christine DeLisle
Title: Mayor



THE STATE OF TEXAS §
COUNTY OF _____ §

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

(SEAL)

Notary Public, State of Texas

DEVELOPER:

Bagdad Rd. Leander, LLC

By: _____
Name: Praveen Guduru
Title: Managing Member

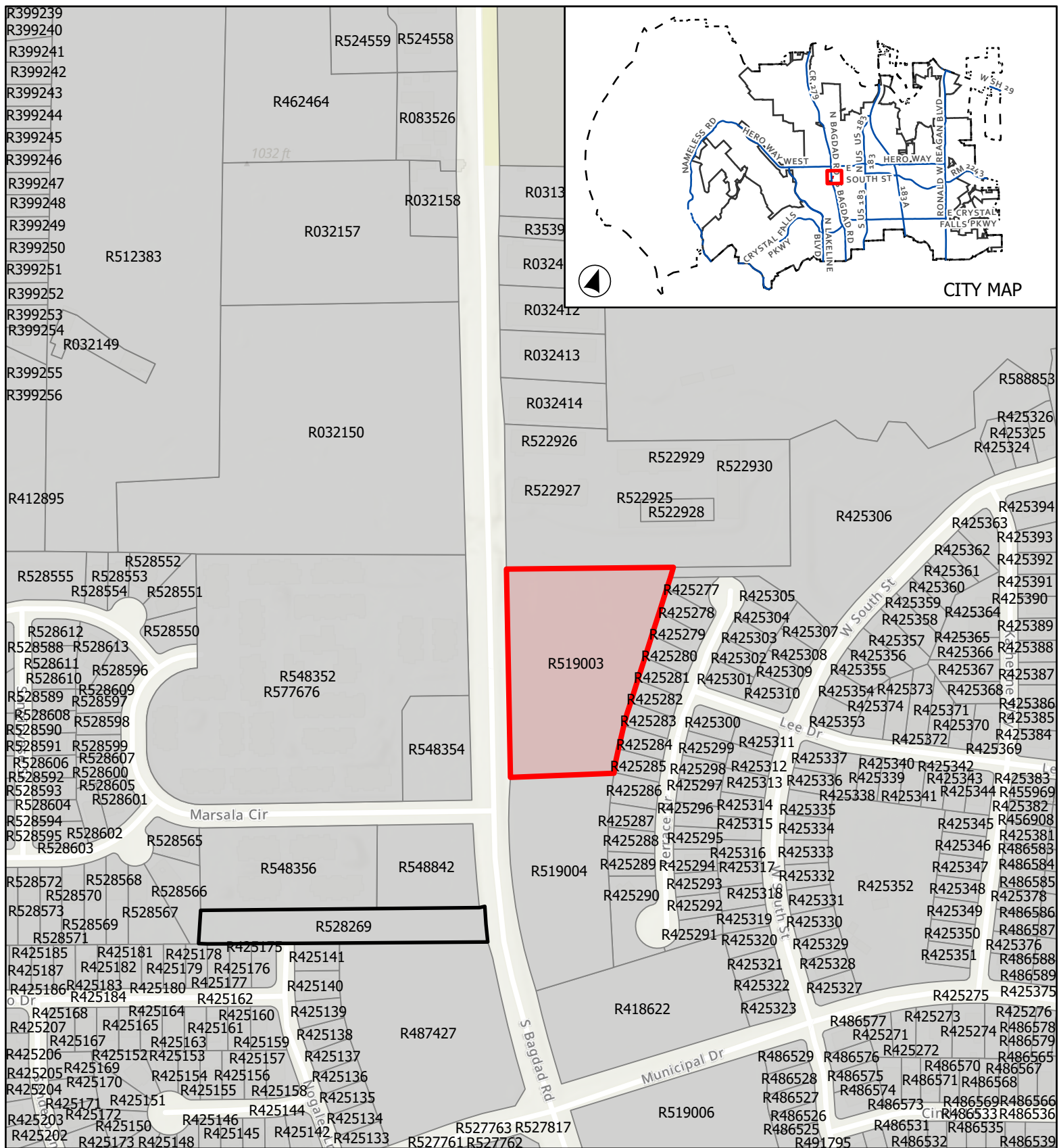
NEW JERSEY
THE STATE OF ~~TEXAS~~ §
COUNTY OF MIDDLESEX §

This instrument was acknowledged before me on this 13th day of NOVEMBER, 20 23, by GUDURU, PRAVEEN of BAGDAD RD LEANDER, LLC, a REAL ESTATE company, on behalf of said company.

(SEAL)

Notary Public, State of Texas

ASAD H RIZVI
Commission # 50202923
Notary Public, State of New Jersey
My Commission Expires
09/12/2027



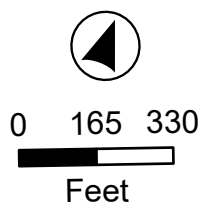
CASE: DA-23-0018

ATTACHMENT 2

SHOPS AT BAGDAD SQUARE

Location Map

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



-  City Limits
 ETJ Boundary
 Subject Boundary



EXECUTIVE SUMMARY
12/21/2023

AGENDA SUBJECT:

Approval of the Cedar Brook License Agreement, Case LA-23-0026, to allow for the installation and maintenance of landscaping and irrigation within portions of the rights-of-way of Lakeline Boulevard, Bozeman Road, Spokane Drive, Boise Drive, Corvallis Drive, Beaverton Drive and Sparrow Hawk Drive, Leander, Williamson County, Texas.

BACKGROUND:

License agreements are required when developers propose to place private improvements within the public right-of-way. This agreement grants the developer permission to install the improvements as well as provide conditions that describe the responsibility of maintaining and possible removal of improvements. In addition, the developer is required to indemnify the City against claims and liabilities and carry insurance.

The developer of the Cedar Brook Subdivision, located at 2290 Bozeman Drive, is requesting a license agreement to install and maintain landscaping and irrigation within portions of the right-of-way of Lakeline Boulevard, Bozeman Road, Spokane Drive, Boise Drive, Corvallis Drive, Beaverton Drive and Sparrow Hawk Drive.

HISTORY/TIMELINE:

APPLICANT/AGENT:

M/I Homes of Austin, LLC (Alison McMann) on behalf of Cedar Brook Community Association, LLC (Kyle Kriegel)

RECOMMENDATION:

Staff recommends approval of the license agreement.

PRESENTER:

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

Fiscal Impact

N/A

Attachments:

1. LA-23-0026 Att 1 Cedar Brook License Agreement
2. LA-23-0026 Att 2 Cedar Brook Letter of Intent
3. LA-23-0026 Att 3 Cedar Brook Location Map

LICENSE AGREEMENT FOR THE CEDAR BROOK

The City of Leander, a Texas home-rule municipal corporation and political subdivision of the State of Texas situated in Williamson and Travis Counties, Texas ("the City"), and the Cedar Brook Community Association, Inc. a Texas non-profit (the "Licensee"), enter into this License Agreement for the Cedar Brook Subdivision ("Agreement") on this the ____ day of _____, 20__, upon the terms and conditions set forth below.

I. PURPOSE OF LICENSE AGREEMENT. The City grants to Licensee permission to use the property, located within the right-of-way of Lakeline Boulevard, Bozeman Road, Spokane Drive, Boise Drive, Corvallis Drive, Beaverton Drive and Sparrow Hawk Drive in the Cedar Brook Subdivision, Leander, Texas (the "Subdivision"), shown in Exhibit "A" attached hereto and incorporated herein for all purposes (the "licensed property"), for the following purposes only:

- (1) the installation of landscaping;
- (2) the installation of an irrigation system for the landscaping; and
- (3) the repair, maintenance and replacement of the landscaping and irrigation system, within right-of-way of Lakeline Boulevard, Bozeman Road, Spokane Drive, Boise Drive, Corvallis Drive, Beaverton Drive and Sparrow Hawk Drive shown on Exhibit "A" hereto. The landscaping and irrigation are sometimes collectively referred to herein as the "improvements".

The City makes this grant solely to the extent of its right, title and interest in the licensed property, without any express or implied warranties.

Licensee agrees that all construction installation and maintenance permitted by this Agreement shall be done in compliance with plans and specifications approved in writing by the City Engineer and all applicable City, County, State and/or Federal laws, ordinances, regulations and policies now existing or later adopted.

Any provision herein to the contrary notwithstanding, Licensee shall be liable for, and shall indemnify and hold the City harmless from all damages, causes of action, and claims arising out of or in connection with Licensee's installation, operation, maintenance or removal of the improvements permitted under this Agreement.

II. ANNUAL FEE. No annual fee shall be due in connection with this License Agreement.

III. CITY'S RIGHT TO LICENSED PROPERTY. This Agreement is expressly subject and subordinate to the present and future right of the City, its successors, assigns, lessees, grantees, and Licensee, to construct, install, establish, maintain, use, operate, and renew any public utilities facilities, franchised public utilities, rights-of-way, roadways, or streets on, beneath, or above the surface of the licensed property. The uses of the licensed property are subject to the City's right to interfere with or destroy Licensee's use of the licensed property, or any property or the improvements placed thereon or therein by Licensee, if such use or action is determined necessary by the City.

Notwithstanding any provision of this Agreement to the contrary, the City retains the right to enter upon the licensed property, at any time and without notice, and assuming no obligation to Licensee, to remove any of the improvements or alterations thereof whenever such removal is deemed necessary for: (a) exercising the City's rights or duties with respect to the licensed property; (b) protecting persons or property; or (c) the public health or safety.

IV. INSURANCE. Licensee shall, at its sole expense, provide a commercial general liability insurance policy, written by a company acceptable to the city and licensed to do business in Texas, with a combined single limit of not less than \$600,000.00, which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. The City may require the Licensee to increase the combined single limit of such coverage from time to time in the discretion of the City. Such insurance coverage shall specifically name the City as an additional-insured. The insurance shall cover all perils arising from the activities of Licensee, its officers, employees, agents, or contractors, relative to this Agreement. Licensee shall be responsible for any deductibles stated in the policy. A true copy of each such policy shall be delivered to the City Manager of City on or before the Licensee's use or occupancy of the licensed property.

Licensee shall not cause any insurance to be canceled nor permit any insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled, reduced, restricted or otherwise limited until forty-five (45) days after the City has received written notice as evidenced by a return receipt of registered or certified mail.

V. INDEMNIFICATION. Licensee shall indemnify, defend, and hold harmless the City and its officers, agents and employees against all claims, suits, demands, judgments, expenses, including attorney's fees, or other liability for personal injury, death, or damage to any person or property which arises from or is in any manner caused by the Licensee's construction, maintenance or use of the licensed property. This indemnification provision, however shall not apply to any claims, suits, damage, costs, losses, or expenses (i) for which the City shall have been compensated by insurance provided under Paragraph IV, above, or (ii) arising solely from the negligent or willful acts of the City; provided that for the purposes of the foregoing, the City's entering into this Agreement shall not be deemed to be a "negligent or willful act."

VI. CONDITIONS.

- A. Licensee's Responsibilities. Licensee will be responsible for any and all damage to or relocation of existing facilities. Further, Licensee shall reimburse the City for all costs of replacing or repairing any property of the City, or of others, that is damaged by or on behalf of Licensee as a result of activities under this Agreement.
- B. Maintenance. Licensee shall maintain the licensed property by keeping the area free of debris and litter. Removal of dead or dying plants shall also be handled by Licensee at its expense. Further, the City may require Licensee to take action to maintain the licensed property including, but not limited to, the removal of dead or dying vegetation. Such removal shall be completed within thirty (30) days following receipt of a written request from the City.
- C. Removal or Modification. Licensee agrees that removal or modification of any of the

improvements now existing or to be later placed on the licensed property shall be a Licensee's expense. Provided the City has given prior written approval of the plans and specifications for the improvements, said removal or modification shall be at Licensee's sole discretion.

- D. **Default.** In the event that Licensee fails to maintain the licensed property or otherwise comply with the terms or conditions as set forth herein, the City shall give Licensee written notice thereof, by registered or certified mail, return receipt requested, to the address set forth below. Licensee shall have thirty (30) days from the date of receipt of such notice to take action to remedy the failure complained of, and, if Licensee does not satisfactorily remedy the same within the thirty (30) day period, the City may perform the work or contract for the completion of the work. Licensee agrees to pay within thirty (30) days of written demand by the City, all reasonable costs expenses incurred by the City in completing the work.

Licensee Address

Cedar Brook Community Association, Inc.
Attn: Kyle Kriegel
N Capital of Texas Hwy. Bldg. C, Ste 250
Austin, Texas 78731
Travis County

City Address

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

VII. COMMENCEMENT AND TERMINATION BY ABANDONMENT. This Agreement shall begin with the effective date and continue thereafter for so long as the licensed property shall be used for the purposes set forth herein. If Licensee abandons the use of all or any part of the licensed property for the purposes set forth in this Agreement, this Agreement shall expire and terminate, as to the portion or portions abandoned, following thirty (30) days written notice by the City to the Licensee or by Licensee to the City. If all or a part of the licensed property is abandoned by Licensee, the City shall thereafter have the same complete title to the licensed property so abandoned as though this Agreement had never been made, and shall have the right to enter on the licensed property and terminate the rights of Licensee, its successors and assigns hereunder, to the abandoned part of the licensed property. All installations of Licensee on a portion of the licensed property that is abandoned shall be deemed property of the City unless removed with the consent of the City.

VIII. TERMINATION.

- A. **Termination by Licensee.** This Agreement may be terminated by Licensee by delivering written notice of termination to the City not later than thirty (30) days before the effective date of termination. If Licensee terminates, then it shall remove all installations that it made from the licensed property within the thirty day notice period, at its sole cost and expense. Failure to do so shall constitute a breach of this Agreement.
- B. **Termination by City.** Notwithstanding any other term, provision or conditions of this Agreement, subject only to prior written notification to Licensee or its successor-in-interest, this Agreement is revocable by the City if:

1. The improvements, or a portion of them, interfere with the City's right-of-way;
2. Use of the licensed property becomes necessary for a public purpose;
3. The improvements, or a portion of them, constitute a danger to the public which the City deems not be remediable by alteration, repair or maintenance;
4. Despite thirty (30) days written notice to Licensee, maintenance or alteration necessary to alleviate a danger to the public has not been made; or
5. Licensee fails to comply with the terms and conditions of this Agreement including, but not limited to the insurance requirements specified herein.

If Licensee abandons or fails to maintain the licensed property, and the City receives no substantive response within thirty (30) days following written notification to Licensee, then the City may remove and/or replace all of the improvements and collect from Licensee the City's actual expenses incurred in connection therewith.

IX. EMINENT DOMAIN. If eminent domain is exerted on the licensed property the City will, to the extent permitted by law, cooperate with Licensee to effect the removal of Licensee's affected installations and the improvements thereon, at Licensee's sole expense. Licensee shall be entitled to retain all monies paid by the condemning authority to Licensee for Licensee's installations taken, if any.

X. INTERPRETATION. This Agreement shall, in the event of any dispute over its intent, meaning or application, shall be interpreted fairly and reasonably, and neither more strongly for or against either party.

XI. APPLICATION OF LAW. This Agreement shall be governed by the laws of the state of Texas. If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts shall be enforced, to the extent possible, consistent with the intent of the parties as evidenced by this Agreement.

XII. VENUE. Venue for all lawsuits concerning this Agreement will be in the Williamson County, Texas.

XIII. COVENANT RUNNING WITH LAND; WAIVER OF DEFAULT. This Agreement and all of the covenants herein shall run with the land; therefore, the conditions set forth herein shall inure to and bind each party's successors and assigns. Either party may waive any default of the other at any time by written instrument, without affecting or impairing any right arising from any subsequent or other default.

XIV. ASSIGNMENT. Licensee shall not assign, sublet or transfer its interest in this Agreement without the written consent of the City, which consent shall not be unreasonably withheld. Subject to the assignee's compliance with the insurance requirements set forth herein, if any, Licensee shall furnish to the City a copy of any such assignment or transfer of any of Licensee's rights in this

Agreement, including the name, address, and contact person of the assignee, along with the date of assignment or transfer.

TERMS AND CONDITIONS ACCEPTED, this the ____ day of _____, 20__.

LICENSOR: CITY OF LEANDER, TEXAS

By: _____
Name: _____
Title: City Manager

LICENSEE: CEDAR BROOK COMMUNITY ASS.

By: [Signature]
Name: Kyle Kriegel
Title: Director

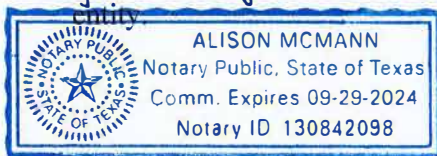
THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the ____ day of _____, 20__, by _____, City Manager for the City of Leander, Texas, on behalf of the City.

Notary Public – State of Texas

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

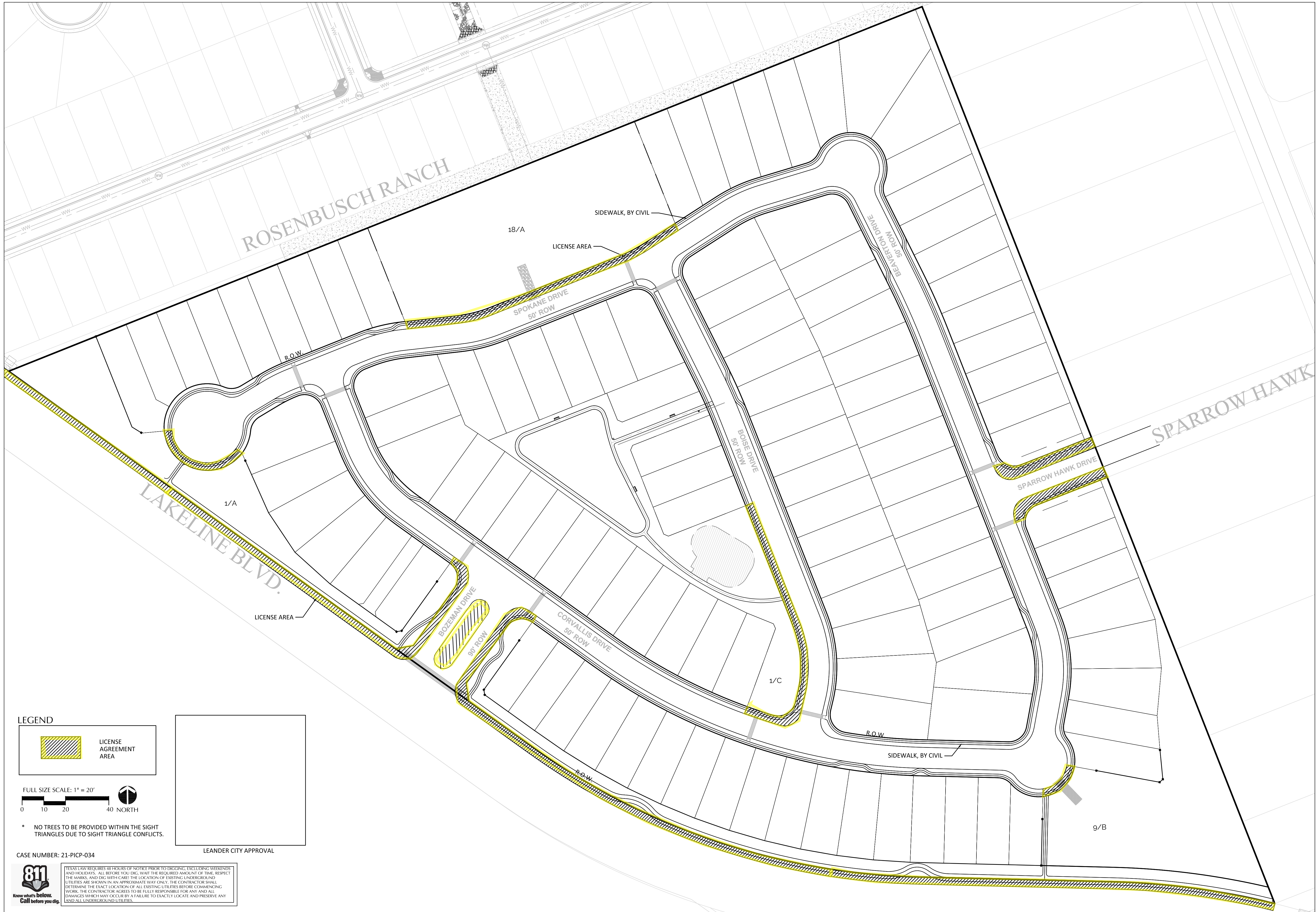
This instrument was acknowledged before me on this the 24 day of OCTOBER, 2023, by Kyle Kriegel, DIRECTOR of the CEDAR BROOK COMMUNITY ASSOC., INC. on behalf of said entity.



[Signature]
Notary Public – State of Texas

AFTER RECORDING RETURN TO:

City of Leander
Attn: City Secretary
P. O. Box 319
Leander, Texas 78646-0319



SEC Planning, LLC

Austin, Texas

LAND PLANNING
LANDSCAPE ARCHITECTURE
COMMUNITY BRANDING

4201 W. Parmer Lane Bldg. A Suite 220
Austin, TX 78727
T 512.246.7003
www.secplanning.com
Email: info@secplanning.com

M/I HOMES OF AUSTIN, LLC

6801 N. CAPITAL OF TEXAS HIGHWAY
LAKEWOOD II, SUITE 100
AUSTIN, TEXAS 787546
T: 512.770.8505

11/18/2022

CEDAR BROOK
PHASE 1

LANDSCAPE IMPROVEMENT PLANS
LEANDER, TEXAS

Drawing File Name
V:\200194-MIHO\CD\Callies\LA\License Agreement\LPK-Base Cedar Brook_LA.dwg

Issued:	
1. City Submittal	11/02/2021
2. City Submittal	01/11/2022
3. City Submittal	02/22/2022
4. City Submittal	05/13/2022
5. Bid Set	11/18/2022
Revisions:	
1.	
2.	
3.	
4.	
5.	
Issue Date:	11/18/2022

Drawn By: AB

Reviewed By: BD

Project No.

200194-MIHO

LICENSE AGREEMENT

Sheet No.

_____ of _____

The reproduction, copying or other use of this drawing without the written consent of SEC Planning, LLC is prohibited.

© 2022
SEC Planning, LLC



Austin Division
7600 N. Capital of Texas Highway
Building C, Suite 250
Austin, TX 78731
512.770.8500 **OFFICE**
512.770.8499 **FAX**

August 23, 2023

City of Leander – City Hall
105 N. Brushy St.,
Leander, Texas 78641

To Whom it May Concern,

The purpose of this letter is to outline the documents associated with the application of the License Agreement for Cedar Brook.

1. Requested Improvements:
 - a. Landscape and irrigation within the right-of-way per the included exhibit.
2. Proposed Location:
 - a. The right-of-way along Lakeline Boulevard within our project boundary and shown with included exhibit.
 - b. The right-of-way along Bozeman Road, including the entry monument sign, per included exhibit.
 - c. The right-of-way along the Spokane Drive cul-de-sac at the HOA/Landscape Lot (1/A.)
 - d. The right-of-way along Spokane Drive at the HOA/Drainage Easement Lot (18/A.)
 - e. The right-of-way along Boise Drive and Corvallis Drive at the HOA/Parkland Lot (1/C.)
 - f. The right-of-way along the Corvallis Drive/Beaverton Drive cul-de-sac at the HOA/Drainage Easement Lot (9/B.)
 - g. The right-of-way along Sparrow Hawk Drive per the included exhibit.
3. Subdivision Name:
 - a. Cedar Brook

You will find the below documents included with this application that address the requirements outlined for submittal:

1. Signed Application Form by Owner
2. This letter with descriptions of improvements requested.
3. Exhibit showing the areas of proposed ROW improvements.
4. Certificate of liability improvements that list City of Leander as additionally insured.
5. State of Texas Certificate of Filing for the Community Association.
6. Payment for the application fee totaling \$260.00 (once added to the HUB.)

Please contact me directly with any questions or concerns with this application.

Regards,

Alison McMann

Alison McMann
M/I Homes – Land Project Manager

AUSTIN | CHARLOTTE | CHICAGO | CINCINNATI | COLUMBUS | DALLAS/FORT WORTH | DETROIT | HOUSTON
INDIANAPOLIS | MINNEAPOLIS/ST. PAUL | ORLANDO | RALEIGH | SAN ANTONIO | SARASOTA | TAMPA

mihomes.com



EXECUTIVE SUMMARY
12/21/2023

AGENDA SUBJECT:

Approval of the extension of the application expiration for Subdivision Case PICP-22-0007 Leander Collective construction plan; more particularly described by Williamson Central Appraisal District Parcels R036215, R036216, R036218, R036219, R036220, R036221, R619681, and R619682; and located to the west of the intersection of Collective Way and US 183 S; Leander, Williamson County, Texas.

BACKGROUND:

This request is for an extension of the expiration date of the Leander Collective construction plans. Article II, Section 23(g) includes the following provisions.

(g) Application Expiration.

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

HISTORY/TIMELINE:

01/29/2023 - Construction Plan Application Expired, Staff Extension Granted

07/29/2023 - Construction Plan Application Staff Extension Expired

APPLICANT/AGENT:

LJA Engineering (Charles Hagar) on behalf of 603 US 183 Leander Collective LLC

RECOMMENDATION:

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

Staff recommends approval of an additional six (6)- month extension. Approving this extension would grant an extension to January 29, 2024, and will allow the developer to finalize the construction plans and schedule a pre-construction meeting.

PRESENTER:

Fiscal Impact

N/A

Attachments:

1. PICP-22-0007 Att 1 Request Letter
2. PICP-22-0007 Att 2 Leander Collective - Location Map
3. PICP-22-0007 Att 3 Ordinance Leander Collective Construction Plan Extension

October 11, 2023

Planning Department
City of Leander
201 North Brushy Street
Leander, Texas 78641

RE: PICP-22-0007 Leander Collective Phase 2 Construction Plans
FPD-22-0004 Leander Collective Phase 2 Floodplain Development Permit
Application Extension Request

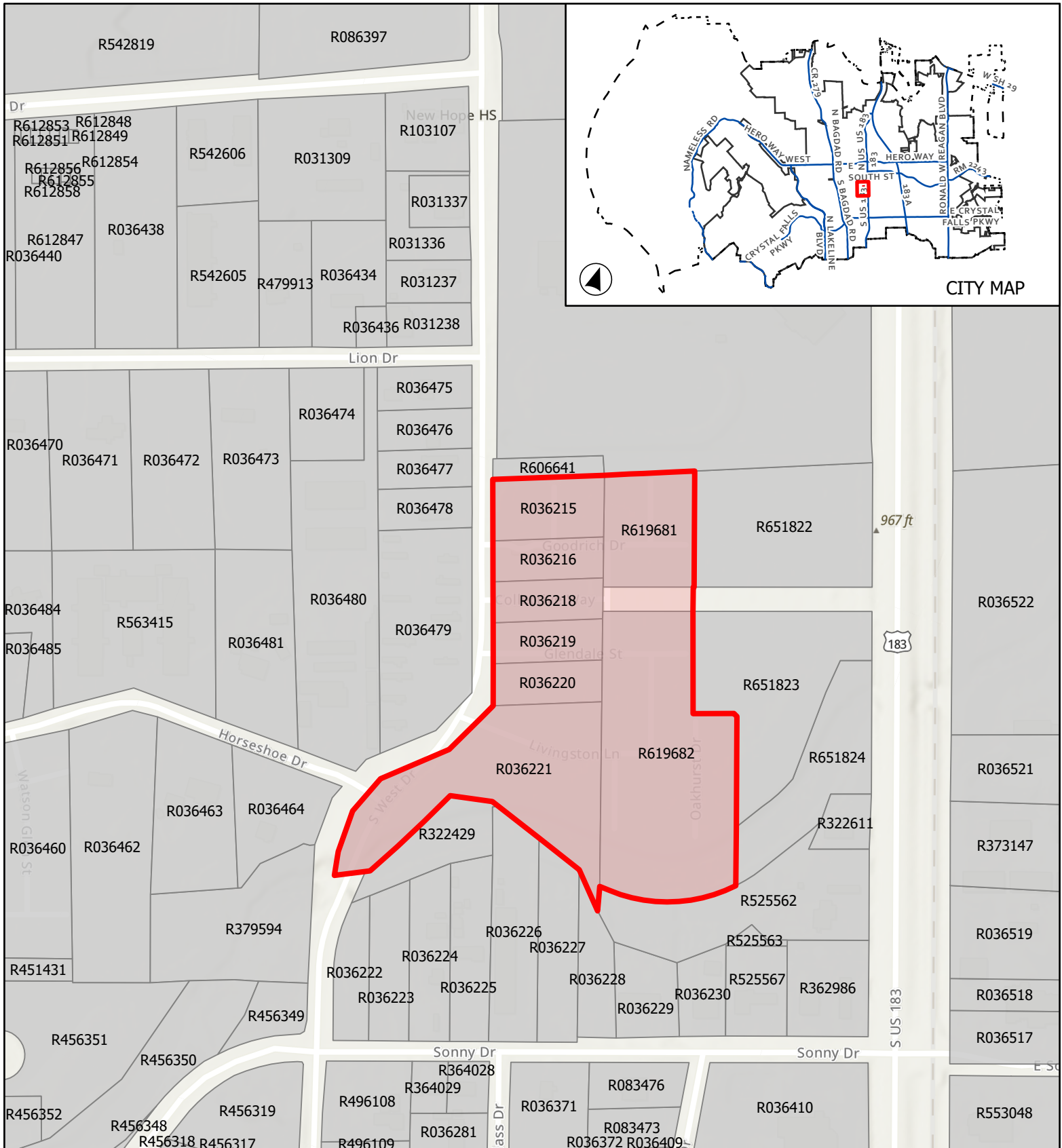
To Whom It May Concern:

As the Applicant and Property Owner for the above-referenced construction plan and floodplain development permit applications, we would like to request a six-month extension to the applications. The initial staff review comment letter for this project was issued April 29, 2022 (and revised/updated May 5, 2022), and an administrative extension request was approved to extend the expiration date to July 31, 2023. Additional time is needed in obtaining approval of the construction plans and floodplain development permit due to design changes and construction delays.

Sincerely,



VP of Development
603 US 183 Leander Collective LLC



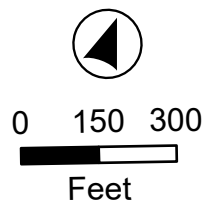
CASE: PCIP-22-0007

ATTACHMENT 2

LEANDER COLLECTIVE

Location Map

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



- City Limits
- ETJ Boundary
- Subject Boundary

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

**AN ORDINANCE OF THE CITY OF LEANDER, TEXAS GRANTING
AN EXTENSION OF THE EXPIRATION OF THE CONSTRUCTION
PLANS APPLICATION FOR THE LEANDER COLLECTIVE
SUBDIVISION.**

WHEREAS, Section 23 (g) (1) of the City's Subdivision Ordinance provides that the construction plans application expires nine (9) months after the date that all initial staff review comments from all reviewing departments have been issued on the application if the construction plans are not approved due to the applicant's failure to cause the application to comply with applicable city regulations;

WHEREAS, Section 23 (g) (2) of the City's Subdivision Ordinance provides that the Planning Department may grant one six (6) month extension if the applicant can show substantial progress in obtaining approval of the construction plans;

WHEREAS, the Planning Department granted one six (6) month extension for the Leander Collective construction plan application (the "Construction Plans Application") which expired on or about January 29, 2023;

WHEREAS, the Planning Department granted one six (6) month extension for the Leander Collective construction plan application (the "Construction Plans Application") which expired on or about July 29, 2023;

WHEREAS, the City Council of the City of Leander, Texas (the "City") finds that there is good reason to grant an extension of the expiration date for the Construction Plans Application because the applicant is actively working with the Planning Department and will be able to address the construction plans comments and move forward with construction within a reasonable timeframe;

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

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

SECTION 2. Extension Granted. The City hereby grants an extension of the expiration date for the Construction Plans Application to January 29, 2024. In the event that the Construction Plans Application is not approved by the City Staff on or before January 29, 2024, the Construction Plans Application shall expire.

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

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

PASSED AND APPROVED on this the December 21, 2023.

ATTEST:

THE CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor



EXECUTIVE SUMMARY
12/21/2023

AGENDA SUBJECT:

Approval of an Interlocal Agreement for the expansion to the East Wastewater Treatment Plant of the Brushy Creek Regional Wastewater System (BCRWWS).

BACKGROUND:

The Brushy Creek Regional Wastewater Treatment System (BCRWWS) is beginning the final ten (10) million gallons per day (MGD) expansion of the East Wastewater Treatment Plant which brings the plant to the ultimate permitted capacity of forty (40) MGD.

The Parties agreed to jointly pursue an expansion of the system that will provide for a total of ten (10) million gallons of additional wastewater treatment capacity, taking the East Plant to the maximum permitted capacity of forty (40) million gallons, to meet future wastewater treatment demands of the Parties based on projected population growth.

The purpose of this Agreement is to set forth the terms and conditions of the allocation of costs for the expansion of the Project. As seen in Exhibit A, for the next expansion, Leander will have no cost, nor additional treatment capacity, and ownership will be 9.84% of the forty (40) MGD plant capacity.

HISTORY/TIMELINE:

08/11/2009 - Participated in a Master Contract for the Financing, Construction, Ownership, and Operation of the Brushy Creek Regional Wastewater System.

06/04/2010 - Amended and Restated Master Contract for the Financing, Construction, Ownership and Operation of the Brushy Creek Regional Wastewater System, which, among other things, added Leander as an owner.

06/09/2011 - First Amendment to the Master Contract to amend and clarify the duties and responsibilities of the Operations Committee, and to amend the provisions regarding the Capital Expense Budget.

09/21/2023 - Second Amendment to the Master Contract to provide for Leander's purchase of an undivided interest in the Administration Building, the East Wastewater Treatment Plant real property and the West Wastewater Treatment Plant real property as well as to modify the flow calculations methodology.

06/19/2017 - The Parties entered into an Interlocal Agreement regarding allocation of costs for the re-rating of and expansion of the East Wastewater Treatment Plant of the Brushy Creek Regional Wastewater System, to pursue expansion of the East Wastewater Treatment Plant.

07/13/2017 - Entered an Interlocal Agreement regarding allocation of costs for the expansion to the East Wastewater Treatment Plant of the Brushy Creek Regional Wastewater System, to establish the terms and conditions of the cost allocations to expand the East Plant to 30 million gallons.

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval of the Brushy Creek Regional Wastewater System ILA to set forth the terms and conditions of the allocation of costs and ownership for the next expansion of the BCRWWS.

PRESENTER:

Daniel Grimsbo, PE, Executive Director of Infrastructure

Fiscal Impact

N/A

Attachments:

1. CORR Utilities- Wastewater - BCRWWS ILA
2. Exhibit A - Allocation of Costs

**INTERLOCAL AGREEMENT REGARDING
ALLOCATION OF COSTS FOR THE EXPANSION TO
THE EAST WASTEWATER TREATMENT PLANT OF THE BRUSHY CREEK
REGIONAL WASTEWATER SYSTEM**

THIS INTERLOCAL AGREEMENT REGARDING THE ALLOCATION OF COSTS FOR THE EXPANSION TO THE EAST WASTEWATER TREATMENT PLANT OF THE BRUSHY CREEK REGIONAL WASTEWATER SYSTEM (“Agreement”) is entered into among the City of Austin, (“**Austin**”), the City of Cedar Park (“**Cedar Park**”), the City of Leander, (“**Leander**”), and the City of Round Rock, (“**Round Rock**”), to be effective the ____ day of _____, 202__. In this Agreement, Austin, Cedar Park, Leander, and Round Rock are sometimes individually referred to as “**Party**” and collectively referred to as “**Parties**”.

Recitals

WHEREAS, on August 11, 2009, the cities of Austin, Cedar Park, and Round Rock entered into a Master Contract for the Financing, Construction, Ownership, and Operation of the Brushy Creek Regional Wastewater System; and

WHEREAS, on June 4, 2010, the Parties entered into an Amended and Restated Master Contract for the Financing, Construction, Ownership and Operation of the Brushy Creek Regional Wastewater System, (the “Master Contract”) which among other things added Leander as an additional owner of the Brushy Creek Regional Wastewater System (“System”); and

WHEREAS, on June 9, 2011, the Parties entered into the First Amendment to the Master Contract to amend and clarify the duties and responsibilities of the Operations Committee, and to amend the provisions regarding the Capital Expense Budget; and

WHEREAS, on September 21, 2023, the Parties entered into a Second Amendment to the Master Contract to provide for Leander’s purchase of an undivided interest in the Administration Building, the East Plant real property and the West Wastewater Treatment Plant real property as well as to modify the flow calculations methodology; and

WHEREAS, Section 3.6 of the Master Contract provides for the procedures to be followed to accomplish the design and construction of expansions to the System, including the execution of interlocal agreements such as this Agreement; and

WHEREAS, on June 19, 2017, the Parties entered into that one certain Interlocal Agreement Regarding Allocation of Costs for the Re-rating of and Expansion to the East Wastewater Treatment Plant of the Brushy Creek Regional Wastewater System, to pursue expansion of the East Wastewater Treatment Plant; and

WHEREAS, on July 13, 2017, the Parties entered that one certain Interlocal Agreement Regarding Allocation of Costs for the Expansion to the East Wastewater Treatment Plant of the Brushy Creek Regional Wastewater System, to establish the terms and conditions of the cost allocations to expand the East Plant to 30 million gallons; and

WHEREAS, the Parties have now agreed to jointly pursue an expansion of the System that will provide for a total of 10 million gallons of additional wastewater treatment capacity, taking the East Plant to the maximum permitted capacity of 40 million gallons, to meet future wastewater treatment demands of the Parties based on projected population growth; and

WHEREAS, the purpose of this Agreement is to set forth the terms and conditions of the allocation of costs for the expansion of the Project, as defined below, and pursuant to which Austin and Round Rock will cost participate in all costs and expenses related thereto;

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

I. DEFINITIONS

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

1.01 “Agreement” means this Interlocal Agreement Regarding the Allocation of Costs for the Expansion to the East Wastewater Treatment Plant of the Brushy Creek Regional Wastewater System.

1.02 “Austin” means the City of Austin, Texas.

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

1.04 “Cost Allocation Percentage” means the percentage of Project Costs to be paid by each Party. The Project Cost Allocation Percentages are set forth on **Exhibit “A”** attached hereto.

1.05 “Effective Date” means the date set forth in the opening paragraph of this Agreement.

1.06 “Leander” means the City of Leander, Texas.

1.07 “Master Contract” means the Amended and Restated Master Contract for the Financing, Construction, Ownership and Operation of the Brushy Creek Regional Wastewater System dated June 4, 2010.

1.08 “Operations Committee” or “OC” means the Operations Committee created in Section 4.6 of the Master Agreement.

1.09 “Party” or “Parties” means Austin, Cedar Park, Leander, and/or Round Rock, individually or collectively, as applicable.

1.10 “Project” means: the efforts to design and construct the necessary 10 million gallons expansion of the East Wastewater Treatment Plant.

1.11 “Project Consultant(s)” means one or more of the firms engaged by the Parties to perform Project Consulting Services.

1.12 “Project Consulting Contract(s)” means those certain contracts for engineering and related services to be approved by the Parties pursuant to which the Project Consultant(s) shall provide Project Consulting Services.

1.13 “Project Consulting Services” means the services required for the for preliminary and final engineering and other services to be performed by the Project Consultant(s) pursuant to the Project Consulting Contracts in order to complete the objectives of the Project.

1.14 “Project Costs” means all costs and expenses incurred by the Parties in furtherance of the Project, including, but not limited to, design, construction, legal, and testing.

1.15 “Project Fund” means a fund to be established and administered by Round Rock in accordance with Section 4.02 in order to provide monies to pay the Project Costs.

1.16 “Round Rock” means the City of Round Rock, Texas.

1.17 “System” means the Brushy Creek Regional Wastewater System.

II. OPERATIONS COMMITTEE

2.01 Responsibility of the OC. The OC shall:

(i) Attend and participate in regular meetings with the Project Consultant(s) to monitor the status of the Project and to provide direction and recommendations with respect thereto;

(ii) Review and unanimously approve, in writing, reports and design documents for the Project produced by the Project Consultant(s);

(iii) Review and unanimously approve, in writing, any revisions to the scope to be performed by the Project Consultant(s);

(iv) Review and unanimously approve in writing other contracts necessary for the completion of the Project;

(v) Confirm in writing the final completion of Project; and

(vi) Address any other pertinent matters relating to the Project.

The OC shall meet at regular intervals to review the matters over which it has authority. The OC shall be diligent, prompt and timely in reviewing and acting on matters submitted to it.

III. CONSULTANT SERVICES

3.01 Consultant Services.

(a) The Parties intend to enter into Project Consultant Contracts in the form unanimously approved by the Parties.

(b) After the scope of Project Consultant Contracts is approved, including any proposed changes to a Project Consultant's compensation, the Project Consultant Contracts may only be modified by unanimous written authorization from the Parties, such authorization shall be set forth in a "Supplemental Contract".

3.02 OC Participation.

(a) The OC shall prepare a schedule of meetings with the Project Consultant(s) that shall be approved by all members of the OC. The foregoing shall not be construed to prohibit any Party from communicating with Project Consultant(s) regarding the Project Consultant Services without the presence or participation of the other Parties, or from meeting with the Project Consultant(s) when it is not practicable to schedule a meeting with the OC.

(b) The Parties agree that the final design of the Project will not be finalized until the OC has reviewed and unanimously approved in writing such design.

(c) Within ten (10) business days of receipt of any preliminary and/or final reports prepared by the Project Consultant(s), the members of the OC shall specify in writing to each other any objections regarding the draft reports, and any proposed revisions thereto. If any member of the OC fails to object in writing to the report within the ten (10)-business-day period, then that member shall be deemed to have approved the draft report. In the event that any member of the OC timely objects to the draft report, then the OC shall endeavor in good faith to resolve the matter by unanimous agreement. If the OC cannot unanimously agree to the proper resolution within fifteen (15) business days, then the OC shall refer the dispute to the respective City Managers of the Parties. The City Managers shall work diligently and in good faith to resolve the dispute as quickly as possible so as not to jeopardize the completion of the Project.

3.03 Work Product.

(a) Any Party is entitled to copies of any work product produced by the Project Consultant(s) in connection with the Project Consultant Services. The Party requesting a copy of such information shall pay all reasonable costs incurred in preparing and furnishing the copies.

(b) In accordance with, and subject to the terms and conditions set forth in the Project Consultant Contracts, the Parties may utilize the work product produced by the Project Consultant(s) for their own purposes.

IV. PROJECT COSTS.

4.01 Payment of Project Costs.

(a) All Project Costs shall be shared by the Parties according to the Cost Allocation Percentages, as set forth in **Exhibit “A”** attached hereto.

(b) The Parties agree that Project Consultant(s) will be instructed to send all invoices to Round Rock and that upon receipt of each invoice from the Project Consultant(s), Round Rock shall review the invoice and confirm that the Project Services have been completed in accordance with the request for payment.

(c) Upon Round Rock’s approval of each invoice for Project Costs, Round Rock will transmit a copy of the approved invoice to each Party’s representative on the OC. Within ten (10) business days of receipt of the invoice for payment, the members of the OC shall specify in writing to Round Rock any objections regarding the invoice for payment. If any member of the OC fails to object in writing to the invoice within the ten (10) business day period, then the Party represented by such OC member shall be deemed to have approved the invoice for payment. In the event that any member of the OC timely objects to the invoice, then the matter shall be resolved in accordance with the following procedures:

(i) If the objection relates to the performance of work or services by a Project Consultant, then the OC shall exercise all rights to which it is entitled under the Project Consulting Contract to resolve the dispute, require correction of the defective work, and otherwise address the concern of the objecting member of the OC.

(ii) In the event that any member of the OC objects to an invoice for reasons not related to the performance of work or services by the Project Consultant, then the OC shall endeavor in good faith to resolve the matter by unanimous agreement. If the OC cannot unanimously agree to the proper resolution within thirty (30) calendar days of the date of written objection, then the invoice shall be paid as received; provided, however, that any Party may subsequently seek a determination of the dispute through the dispute resolution process set forth in Sec. 4.03 below, and the allocation of costs between the Parties shall be adjusted in accordance with such determination. Any such request for dispute resolution must be brought within thirty (30) calendar days of the date of written objection.

(iii) In the event that Project Costs exceed agreed upon estimates, then the OC must approve such overruns by unanimous agreement. If the OC cannot unanimously agree, then the matter shall be submitted to the City Managers for resolution as set forth in Sec. 4.03.

(d) Austin agrees that the reasonable compensation cost for Round Rock’s performing the aforesaid financial administration and other general administrative services is the sum of \$1,500 per month, beginning when the first Project Consultant Contract is executed, and

ending with the completion of the construction of the Project.

(e) In the event of termination of this Agreement prior to the completion of the Project, all Parties shall provide payment of their pro rata share of the Project Costs incurred prior to and through the date of the termination.

4.02 Project Fund.

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

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

(ii) At such time as the balance in the Project Fund is substantially depleted, as determined in Round Rock's reasonable discretion, Round Rock shall provide written notice (by email or otherwise) thereof to the other Parties, each of which shall have thirty (30) calendar days to deposit into the Project Fund an additional payment, in the same amount as originally deposited. Each notice by Round Rock shall be accompanied by a written accounting report that identifies in reasonable detail all prior expenditures from the Project Fund.

(iii) The foregoing process shall continue until such time as the Project Costs have been paid in full. In the event that the Project Costs exceed the original estimate, after prior notice to the Parties of the cost exceedance and what was considered to avoid such costs, each Party shall deposit within the Project Fund a sum equal to the product determined by multiplying each Party's Cost Allocation Percentage by the cost exceedance.

(b) In the event that there are remaining funds within the Project Fund upon final completion of the Project, then Round Rock shall promptly divide and remit within 30 calendar days such funds to the Parties on a pro rata basis according to the percentage of all Project Costs previously paid by each of the Parties. Payment shall be accompanied by a written accounting describing the basis for calculation of payment to each Party.

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

4.03 Disputes. In the event of any disputes among the Parties, the Parties agree that the City Managers shall work diligently and in good faith to resolve the dispute as quickly as possible so as not to jeopardize the completion of the Project.

4.04 Non-Project Work and Costs. If any non-project work is necessary, such work shall be initiated, and costs allocated in accordance with the Master Contract.

V. GENERAL PROVISIONS

5.01 Authority. This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code* and Section 552.001, *Texas Local Government Code*.

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

5.03 Payments from Current Revenues. Any payments required to be made by a Party under this Agreement will be paid from current revenues or other funds lawfully available to the Party for such purpose. The obligation of Parties to make payments to Round Rock will not constitute a general obligation or indebtedness of the Parties that obligate a Party to levy or pledge any revenue from taxes.

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

5.05 Entire Agreement. Except as otherwise expressly provided herein, this Agreement contains the entire agreement of the Parties regarding the sharing of costs for the Project Consulting Services and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter. The Parties confirm that further agreements regarding the Project are contemplated and will not be affected or limited by this Agreement.

5.06 Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

5.07 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Williamson County, Texas.

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

AUSTIN:

P.O. Box 1088
Austin, Texas 78767
Attn: Director, Austin Water
Telephone: (512) 972-0109

with copy to:

City Law Department
P.O. Box 1088
Austin, Texas 78767
Attn: Division Chief, Utility & Regulatory
Division

CEDAR PARK:

450 Cypress Creek Road, Bldg. 1
Cedar Park, Texas 78613
Attn: Kenneth Wheeler
Telephone: (512) 401-5000
Email: Kenneth.Wheeler@cedarparktexas.gov

with copy to:

J.P LeCompte
City Attorney
450 Cypress Creek Road, Bldg.
1 Cedar Park, Texas 78613
Email: JP.LeCompte@cedarparktexas.gov

ROUND ROCK:

221 East Main
Round Rock, Texas 78664
Attn: Michael Thane
Telephone: (512) 218-3236
Email: mthane@roundrocktexas.gov

with copy to:

Steve Sheets
309 E. Main Street
Round Rock, Texas 78664-5264
Telephone: (512) 255-8877
Email: steve@scrrlaw.com

LEANDER:

P.O. Box 319
Leander, Texas 78646-0319
Attn: Dan Grimsbo
Telephone: (512) 259-1178
Email: DGrimsbo@leandertx.gov

with copy to:

Paige Saenz
223 W. Anderson Lane, Suite A-105
Austin, Texas 78752
Telephone: (512) 323-5778
Email: paige@cityattorneytexas.com

5.09 Force Majeure. The Parties shall not be deemed in violation of this Agreement if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects. Force majeure shall not relieve the Parties of their obligation to make payment to Round Rock as provided in this Agreement.

5.10 Independent Contractor. Each of the Parties shall have the status of an independent contractor hereunder and shall be solely responsible for the proper direction of its employees hereunder and each Party's employees shall not be considered employees or borrowed servants of any of the other parties for any reason.

5.11 No Third-Party Beneficiaries. This Agreement shall inure only to the benefit of the Parties and third parties not privy to this Agreement shall not, in any form or manner, be considered a third-party beneficiary of this Agreement.

5.12 Conflict. If there is a conflict between the Master Contract and this Agreement, the provisions of this Agreement shall control.

5.13 Termination. This Agreement may be terminated by mutual agreement of the Parties. If this Agreement is terminated by the Parties prior to its completion of Project Consulting Services, then the terms and conditions of the Master Contract shall control. Any outstanding balance within the Project Fund will be returned proportionally in accordance with the applicable Exhibit percentages. The Parties shall then work cooperatively with due diligence to determine how to address existing and future wastewater treatment capacity issues.

5.14 Default. In the event that one Party believes that the other Party is in default of any of the provisions in this Agreement, the non-defaulting party will make written demand to cure to the defaulting party and give the defaulting party up to thirty days to cure the default or, if the curative action cannot reasonably be completed within thirty days, the defaulting party will commence the curative action within thirty days and thereafter diligently pursue the curative action to completion. This period must pass before the non-defaulting party may initiate any remedies available to the non-defaulting party due to such default. The non-defaulting party shall mitigate direct or consequential damages arising from any default to the extent reasonably possible under the circumstances. The parties agree that they will use their best efforts to resolve any disputes and may engage in non-binding mediation or other alternative dispute resolution methods as recommended by the laws of the State of Texas before initiating any lawsuit to enforce their rights under this Agreement. Nothing in this Agreement shall be construed to limit either party's right to recover damages or to seek other appropriate curative remedies if a breach of contract action is filed by a non-defaulting party to this Agreement.

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

5.16 No Waiver of Immunities or Defenses. Nothing in this Agreement shall be deemed to waive, modify or amend any immunity or legal defense available at law or in equity to the Parties, their past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party.

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

(SIGNATURES ON THE FOLLOWING PAGES)

CITY OF AUSTIN:

By: _____

Date: _____

CITY OF ROUND ROCK:

ATTEST:

Meagan Spinks, City Clerk

By: _____
Craig Morgan, Mayor

Date: _____

CITY OF CEDAR PARK:

ATTEST:

LeAnn Quinn, City Secretary

By: _____
Jim Penniman-Morin, Mayor

Date: _____

CITY OF LEANDER:

ATTEST:

Dara Crabtree, City Secretary

By:_____
Christine DeLisle, Mayor

Date: _____

EXHIBIT A

Ownership Capacity and Allocation of Project Costs

	Cedar Park	Austin	Round Rock	Leander	Total
<i>Ownership at completion of East Regional Wastewater Treatment Plant Expansion to 30 MGD (West WWTP at 3.0 MGD and East WWTP at 30.0 MGD)</i>					
Current Average Daily WWTP Capacity (MGD)	5.46	3.26	20.05	4.23	33.0
Current % Ownership of Treatment Capacity	16.55	9.87	60.76	12.82	100.00
<i>Ownership at completion of planned East Regional Wastewater Treatment Plant Expansion to 40 MGD (West WWTP at 3.0 MGD and East WWTP at 40.0 MGD)</i>					
Capacity allocated in next 10 MGD Expansion for each City	0.00	1.00	9.00	0.00	10.0
Next Expansion Average Daily WWTP Capacity (WWTP)	5.46	4.26	29.05	4.23	43.0
Next Expansion % Ownership of Treatment Capacity	12.70	9.90	67.56	9.84	100.00
<i>Allocation of Costs</i>					
Cost Allocation of 10 MGD Expansion	0.00	10%	90%	0.00	100

EXHIBIT A

Ownership Capacity and Allocation of Project Costs

	Cedar Park	Austin	Round Rock	Leander	Total
<i>Ownership at completion of East Regional Wastewater Treatment Plant Expansion to 30 MGD (West WWTP at 3.0 MGD and East WWTP at 30.0 MGD)</i>					
Current Average Daily WWTP Capacity (MGD)	5.46	3.26	20.05	4.23	33.0
Current % Ownership of Treatment Capacity	16.55	9.87	60.76	12.82	100.00
<i>Ownership at completion of planned East Regional Wastewater Treatment Plant Expansion to 40 MGD (West WWTP at 3.0 MGD and East WWTP at 40.0 MGD)</i>					
Capacity allocated in next 10 MGD Expansion for each City	0.00	1.00	9.00	0.00	10.0
Next Expansion Average Daily WWTP Capacity (WWTP)	5.46	4.26	29.05	4.23	43.0
Next Expansion % Ownership of Treatment Capacity	12.70	9.90	67.56	9.84	100.00
<i>Allocation of Costs</i>					
Cost Allocation of 10 MGD Expansion	0.00	10%	90%	0.00	100



EXECUTIVE SUMMARY
12/21/2023

AGENDA SUBJECT:

Approval of Amendment No. 1 to Task Order KFA-57 with K. Friese and Associates for professional services for continuation of the City's water model development reviews in the amount of \$50,000.00 for a total task order amount of \$98,000.00; and authorize the Interim City Manager to execute any and all necessary documents.

BACKGROUND:

With the need for an assured water supply, and improved means for distributing water throughout Leander, Task Order KFA-57 provides for professional engineering service support to continue reviewing the City's water model for new development and ensure sufficient system capacity before approval for permits. The task will ensure new developments have the required ranges of water pressure, most importantly for the quality of potable water and fire protection.

The scope of work for this study is contained in Attachment 1. Compensation for this analysis is in the not-to-exceed amount of \$98,000.00, to be billed on an hourly basis. This amount will not be exceeded without authorization by the City of Leander.

HISTORY/TIMELINE:

04/07/2022 - Task Order KFA-57 was approved.

APPLICANT/AGENT:

RECOMMENDATION:

Staff requests authorization for the Interim City Manager to negotiate and execute Amendment No. 1 under Task Order KFA-57 for the Water Model Development Reviews in an amount not to exceed \$50,000.00, with the total not-to-exceed amount of \$98,000.00.

PRESENTER:

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

	<u>Fiscal Impact</u>
<u>Amount requested:</u>	\$50,000.00
<u>Approved in current budget (Yes / No):</u>	Yes
<u>Expenditure (New / Amended):</u>	Amended
<u>Recurring or one-time:</u>	One-Time
<u>Fund source (Operating / Utility / etc.):</u>	Water Impact Fee 25-31-5681

Attachments:

1. Amendment 1 to Task Order KFA-57
2. Task Order KFA-57

TASK ORDER AMENDMENT FOR PROFESSIONAL SERVICES

TASK ORDER AMENDMENT NO. 1 TO TASK ORDER KFA-57

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

CITY OF LEANDER WATER MODEL DEVELOPMENT REVIEWS

A. AMENDMENT DESCRIPTION

This amendment will extend professional services to provide water model reviews for proposed developments, as part of the City's development review process. This amendment also includes an update to the billing rates used for KFA. The revised rate table is attached.

B. SCOPE OF SERVICES

KFA will review proposed developments as requested to input proposed water demands and connections to the City's water system into the City's existing water model to ensure that adequate supply is available. KFA will provide maximum day pressure results and fire flow results to the developers to be included in the development's internal water model.

C. BASIS OF COMPENSATION

We propose to extend the professional services by \$50,000 on an hourly basis, with the total Task Order compensation not to exceed \$98,000.00 without prior authorization.

D. TIME FOR COMPLETION

KFA will begin work as soon as authorized and as services are requested. This will be an ongoing task order with no set completion date at this time.

APPROVED:

CITY OF LEANDER, TEXAS

By _____
Isaac Turner
Interim City Manager

Attest _____

Date _____

ACCEPTED:

K FRIESE & ASSOCIATES, LLC

By Michael Persyn
Michael Persyn, P.E.
Vice President

Attest [Signature]

Date 12/11/2023

**CITY OF LEANDER
WATER MODELING DEVELOPMENT REVIEWS
RATE TABLE**

Title	Hourly Rate
Principal	\$ 275.00
Project Manager	\$ 250.00
Senior Engineer	\$ 275.00
QA/QC Engineer	\$ 275.00
Deputy Project Manager	\$ 195.00
Project Engineer	\$ 160.00
Engineer in Training	\$ 125.00
Senior Technician	\$ 130.00
Admin	\$ 90.00

TASK ORDER FOR PROFESSIONAL SERVICES

TASK ORDER NO. KFA-57

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

CITY OF LEANDER WATER MODEL DEVELOPMENT REVIEWS

A. PROJECT DESCRIPTION

Professional services to provide water model reviews for proposed developments, as part of the City's development review process.

B. SCOPE OF SERVICES

KFA will review proposed developments as requested to input proposed water demands and connections to the City's water system into the City's existing water model to ensure that adequate supply is available. KFA will provide maximum day pressure results and fire flow results to the developers to be included in the development's internal water model.

C. BASIS OF COMPENSATION

We propose to perform this work on an hourly basis not to exceed \$48,000.00 without prior authorization.

D. TIME FOR COMPLETION

KFA will begin work as soon as authorized and as services are requested. This will be an ongoing task order with no set completion date at this time.

APPROVED:

CITY OF LEANDER, TEXAS

By 

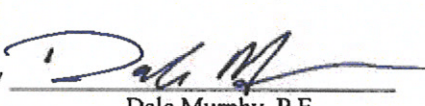
Title City Manager

Attest Dana Crabtree

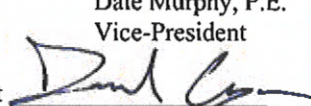
Date 04.07.2022

ACCEPTED:

K FRIESE & ASSOCIATES, INC.

By 

Dale Murphy, P.E.
Vice-President

Attest 

Date 4-7-22



EXECUTIVE SUMMARY
12/21/2023

AGENDA SUBJECT:

Approval of Change Order No. 2, Change Order No. 3, and Change Order No. 4 to the Contract Agreement with Joe Bland Construction, LP, for the installation of new water and wastewater lines in the Falcon Oaks neighborhood (CIP W.6 and WW.20), increasing the current contract amount of \$4,580,573.75 by a combined amount of \$55,912.35, to a new total of \$4,636,486.10, with no extension of term duration; and authorize the Interim 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 this project were received on October 19, 2022, with eight bids received. The lowest qualified bid was from Joe Bland Construction, LP, in the amount of \$4,568,573.75 under the original budget of \$7,654,000.00. Joe Bland Construction, LP, subsequently contracted the project for the amount of \$4,568,573.75. Construction began on February 13, 2023.

Working within a forty (40)- year-old neighborhood which was not constructed to City standards, there have been unforeseen conditions found which have caused orders for additional services or changes. These include:

- Change Order No. 1, in the amount of \$12,000.00 to relocate a bore pit to avoid hitting a water main, which was awarded May 30, 2023;
- Change Order No. 2, in the amount of \$3,060.00 to replace eighteen (18) deteriorated shut-off valves at meters to avoid failures;
- Change Order No. 3, in the amount of \$52,852.35 to trench and add an extension to the wastewater line at the south end of Red Hawk Dr to provide service to two homes which could not adequately access the new wastewater line.
- Change Order No. 4, is a zero-dollar change in order to change budget line item for asphalt milling to asphalt filling and topping, due to poor construction of the original road.

City staff recommends awarding Change Order No. 2, Change Order No. 3, and Change Order No. 4 to the construction contract agreement of Joe Bland Construction, LP, for the combined amount of \$55,912.10.

HISTORY/TIMELINE:

- 03/16/2017 -- Annexation of Falcon Oaks Subdivision
- 12/03/2020 – Approved contract for engineering and design, water and wastewater
- 02/02/2023 – Award of contract to Joe Bland Construction, LP
- 05/30/2023 – Change Order No.1 approved administratively

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval.

PRESENTER:

Tony Bettis, CIP Program Manager

	<u>Fiscal Impact</u>
<u>Amount requested:</u>	\$55,912.10
<u>Approved in current budget (Yes / No):</u>	No
<u>Expenditure (New / Amended):</u>	Amended
<u>Recurring or one-time:</u>	One-Time
<u>Fund source (Operating / Utility / etc.):</u>	Water & Wastewater Impact Fees

Attachments:

1. Summary of Change Order 2, 3 & 4
2. Change Order 2 - Falcon Oaks
3. Change Order 3 - Falcon Oaks
4. Change Order 4 - Falcon Oaks

CHANGE ORDER NO. 2 - 4

Owner: City of Leander
Engineer: K Friese and Associates
Contractor: Joe Bland Construction, LP
Project: Falcon Oaks Water Wastewater Improvements
Contract Name: n/a
Date Issued: 12/01/2023

Owner's Project No.: WW.20
Engineer's Project No.: 21-CIP-004
Contractor's Project No.: n/a

Effective Date of Change Order:

The Contract is modified as follows upon execution of this Change Order:

Description: **New Ball Valves for Water Meters, Additional Services at Red Hawk, and 2" Pavement Level-Up.**

Attachments:

Joe Bland Change Order No. 2

Joe Bland Change Order No. 3

Joe Bland Change Order No. 4

Change in Contract Price

Original Contract Price:
\$ 4,568,573.75
Increase from previously approved Change Orders:
\$ 12,000.00
Contract Price prior to these Change Order:
\$ 4,580,573.75
Total of these Change Order:
\$ 55,912.35
Contract Price incorporating these Change Order:
\$ 4,636,486.10

Recommended by Engineer

By: Christopher Leal, PE
Title: Project Manager - KFA
Date: 12/05/2023

Accepted by Contractor

By:  Steve Farquy
Title: Project Manager - JBC
Date: 12/06/2023

Authorized by Owner

By: _____
Title: _____
Date: _____

Joe Bland Construction, L.P.
13111 Dessau Rd.
Austin, Texas 78754
(512) 821-2808 • Fax: (512) 821-2805

To: Tony Bettis, PMP
CIP Program Manager
City of Leander-Engineer/CIP

Job: Falcon Oaks Water Wastewater Improvements

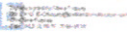
Date: 5/25/2023

C.O. #2 - New Ball Valves For Water Meters					
ITEM NO.	DESCRIPTION	U/M	ADD QUANTITY	UNIT PRICE	AMOUNT
1	Ball Valve Added To Existing Water Meters	EA	18	\$170.00	\$3,060.00
2					
3					
4					
5					
6					
7					
8					
				Change Order Total:	\$3,060.00

SUBMITTED BY:

Joe Bland Construction, L.P.

Steve Fuquay, Project Manager

Steve Fuquay 

5/25/23

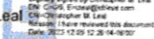
Date

City Of Leander Approval:

By: _____

Date

Engineers Approval :

Christopher M. Leal 

By: Christopher Leal, PE

12/5/2023

Date

Engineers Approval :

By: _____

Date

Joe Bland Construction, L.P.
 13111 Dessau Rd.
 Austin, Texas 78754
 (512) 821-2808 • Fax: (512) 821-2805

To: Tony Bettis, PMP
 CIP Program Manager
 City of Leander-Engineer/CIP

Job: Falcon Oaks Water Wastewater Improvements

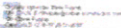
Date: 11/15/2023

CO #3 Additional Services at Red Hawk					
ITEM NO.	DESCRIPTION	U/M	ADD QUANTITY	UNIT PRICE	AMOUNT
1	8" SDR 26	LF	163	\$125.00	\$20,375.00
2	6"WW Lateral Connection	LF	66	\$110.00	\$7,260.00
3	2-Way Cleanout	EA	2	\$2,420.00	\$4,840.00
4	Flowable Fill	CY	1.3	\$ 134.50	\$174.85
5	Manhole 4' (0-6')	EA	1	\$ 5,250.00	\$5,250.00
6	2" HMAC	SY	430	\$ 18.50	\$7,955.00
7	2" Milling	SY	430	\$ 5.25	\$2,257.50
8	Connect To Existing 4' DIA Manhole	EA	1	\$ 2,500.00	\$2,500.00
9	Spoil Removal	CY	140	\$ 16.00	\$2,240.00
Change Order Total:					\$52,852.35

SUBMITTED BY:

Joe Bland Construction, L.P.

Steve Fuquay, Project Manager

Steve Fuquay 

11/15/23

Date

City of Leander

By: _____

Date

Engineers Approval :

Christopher M. Leal 
Digitally signed by Christopher M. Leal
 DN: cn=Christopher M. Leal, o=City of Leander, ou=City of Leander, email=chris.leal@cityofleander.com, c=US

By: Christopher Leal, PE

12/5/2023

Date

Engineers Approval :

By: _____

Date

Joe Bland Construction, L.P.
13111 Dessau Rd.
Austin, Texas 78754
(512) 821-2808 • Fax: (512) 821-2805

To: Tony Bettis, PMP
CIP Program Manager
City of Leander-Engineer/CIP

Job: Falcon Oaks Water Wastewater Improvements

Date: 11/22/2023

CO #4 2" Pavement Level -Up					
ITEM NO.	DESCRIPTION	U/M	QUANTITY	UNIT PRICE	AMOUNT
1	2" Milling	SY	17327	\$5.25	(\$90,966.75)
2	2" Pavement Level Up	SY	17327	\$5.25	\$90,966.75
Change Order Total:					\$0.00

SUBMITTED BY:

Joe Bland Construction, L.P.

Steve Fuquay, Project Manager

Steve Fuquay

Digitally signed by Steve Fuquay
DN: cn=Steve Fuquay, email=Steve.Fuquay@joeblandconstruction.com,
c=US

11/22/23

Date

City of Leander

By: _____

Date

Engineers Approval :

Christopher M. Leal

Digitally signed by Christopher M. Leal
DN: cn=Chris M. Leal, email=Chris.Leal@joeblandconstruction.com,
c=US
Reason: I have reviewed this document
Date: 2023.12.05 12:28:29-06:00

By: Christopher Leal, PE

12/5/2023

Date

Engineers Approval :

By: _____

Date



EXECUTIVE SUMMARY
12/21/2023

AGENDA SUBJECT:

Approval of a Special Event Permit and street closures for the Martin Luther King Day March and Celebration in Old Town Park on Monday, January 15, 2024, from 7:00 a.m. to 4:00 p.m.

BACKGROUND:

The City of Leander, in partnership with Leander Public Arts & Culture Commission, will co-host the annual MLK Day March and Celebration on Monday, January 15, 2024. Event activities including a march, food and craft vendors, information booths, and performers will commence from 10:00 a.m. to 2:00 p.m. in Old Town Park.

A special event permit with road closures is requested for march and festival activities. The following streets are proposed to be closed from 7:00 a.m. to 4:00 p.m. on the day of the event:

- West Willis Street between Bagdad Street and Brushy Street
- West South Street between West and US 183
- Brushy Street between West Willis and Atkins Street
- Closures also include portions of W. South Street, N. West Drive, Municipal Drive, and S. West Drive for the march route from 9:30 a.m. – 11:30 a.m.

This will be the third MLK Day March and Celebration event hosted in Old Town Park.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff respectfully requests Council permit approval to allow for road closures at the times and locations referenced above.

PRESENTER:

Mark Tummons, Parks & Recreation Director

Fiscal Impact

Attachments:

1. Street Closures and Event Maps

Leander MLK Day March and Celebration 2024 Barricade Placement and Assignment

CELEBRATION BARRICADES (7:00am – 4:00pm)

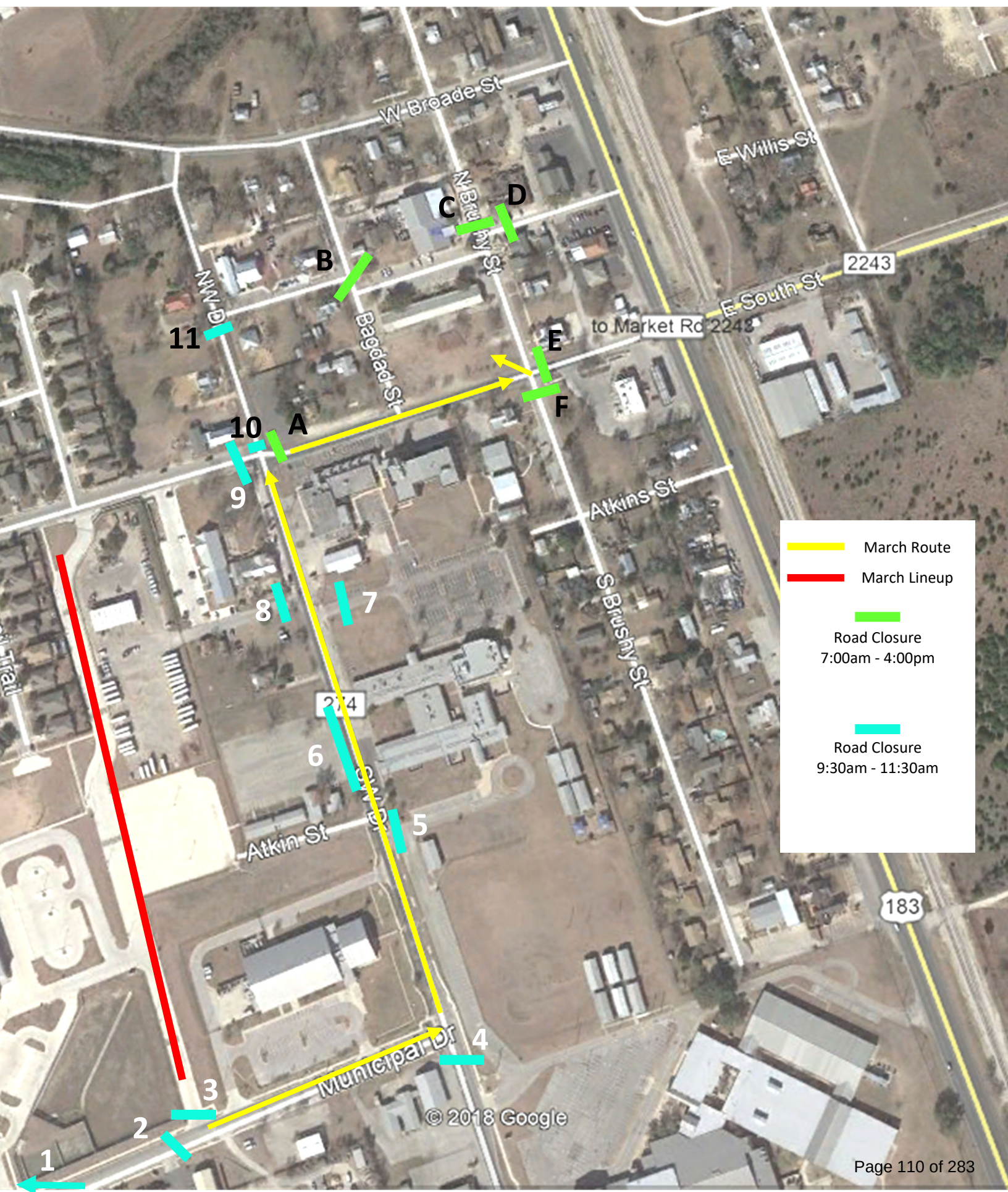
A. East side of South/West Drive	Water barricades	PW	Manned
	- Middle 2 barricades not filled - Remove middle 2 barricades at 9:30am - Place again and fill after the march goes through		
B. W. Willis/Bagdad St.	Panel barricade	PW/PARD	Manned
C. North side of N Brushy/W Willis	Water barricades	PW	Manned
D. W. Willis/Brushy Street	Water barricades	PW	Unmanned
E. South/Brushy	Water barricades	PW	Unmanned
F. Brushy/South	Water barricades	PW	Unmanned

MARCH BARRICADES (9:30am – 11:30am)

1. At Municipal at Northern Trail	Detour Sign	PW	Unmanned
2. Across Municipal at Camacho Entry	Police car w/lights	Police	Manned
3. Camacho Parking Lot	Cones	PARD	Manned
4. West Drive/Municipal	Police car w/lights	Police	Manned
5. LEO south lot entrance	Bike racks	PARD	Manned
6. North lot of Atkin/West	Cones	PARD	Manned
7. LEO Center parking lot/West	Bike racks	PARD	Manned
8. Methodist Church south entrance	Bike racks	PARD	Manned
9. West side of South/West	Police car w/lights	Police	Manned
10. North side of West/South	Panel barricades	PW	Manned
11. South side of West/Willis	Police car w/lights	Police	Manned

Updated: December 12, 2023

2024 MLK Day March and Celebration Map



2024 MLK Day March and Celebration Parking Map



All LISD lots will be available for parking.

／ = No street parking



Vendor Check-in at W Willis St and Bagdad St

A-F	Food Vendors	1-35	Vendors
	Portable Toilets		Information/Parks Tent
	Trashcans		Risers



EXECUTIVE SUMMARY
12/21/2023

AGENDA SUBJECT:

Conduct a Public Hearing regarding Subdivision Case CP-23-0026 to adopt the Highway 29 Commercial Concept Plan on one (1) parcel of land approximately 50.74 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District parcel R032262; generally located approximately 1,500 feet to the west of the intersection of SH 29 and Ronald W. Reagan Boulevard, on the south side of SH 29, Leander, Williamson County, Texas.

- Discuss and consider action regarding Subdivision Case CP-23-0026 as described above.

BACKGROUND:

This request is the first step in the subdivision process. Pursuant to Section 212.005 of the Texas Local Government Code, approval by municipality is required since the concept plan satisfies the applicable regulations without requesting any variances.

HISTORY/TIMELINE:

08/17/2023 – Zoning Approved

12/14/2023 – Planning & Zoning Commission, 1st Public Hearing

APPLICANT/AGENT:

Westwood Professional Service (Hollis Scheffler) on behalf of Zekelman Property Leander 53, LLC (Angela Miv)

RECOMMENDATION:

The proposal includes ten (10) commercial lots and the extension the Kauffman Loop ROW to connect to Highway 29. Staff recommends approval of this request. The Planning & Zoning Commission unanimously approved the request during the December 14, 2023 meeting.

PRESENTER:

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

Fiscal Impact

N/A

Attachments:

1. CP-23-0026 Att 1 Hwy 29 Commercial Concept Plan
2. CP-23-0026 Att 2 Location Map - Hwy 29 Commercial
3. 12-14-2023 P & Z Minutes

OWNER
ZEKELMAN PROPERTY LEANDER 53
227 W MONROE ST STE 2600
CHICAGO, IL 60606
(312) 275-1672

ENGINEER
HOLLIS SCHEFFLER, P.E.
8701 N. MOPAC EXPY, SUITE 320
AUSTIN, TX 78759
(512) 485-0831

SURVEYOR
MICHAEL JACK NEEDHAM
8701 N. MOPAC EXPY, SUITE 320
AUSTIN, TX 78759
(512) 485-0831

PROJECT AGENT
HOLLIS SCHEFFLER, P.E.
8701 N. MOPAC EXPY, SUITE 320
AUSTIN, TX 78759
(512) 485-0831

HWY 29 COMMERCIAL SUBDIVISION

CONCEPT PLAN

PROJECT NO. CP-23-0026

PROPERTY ZONING:	HWY 29 COMMERCIAL MINOR PUD (GC-3-A)
TOTAL ACREAGE:	50.64 AC
FILING DATE:	09/05/2023
FUTURE LAND USE CATEGORY:	ACTIVITY CENTER

HWY 29 COMMERCIAL - LOT INFORMATION					
PARCEL	LOTS	PHASES	APPRX. LUE'S	APPRX. TRIPS	PROPOSED LAND USE
1	10	1 (2024/25)	166	7,323	GENERAL COMMERCIAL



WILLIAMSON COUNTY, TEXAS
LOCATION MAP
(1" = 1000')

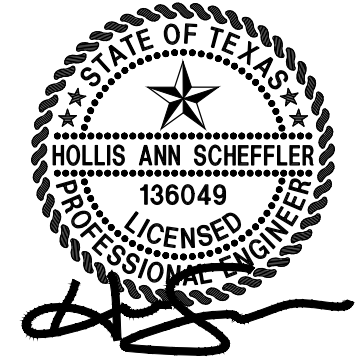
DRAWING SHEET INDEX	
SHEET	DESCRIPTION
1	COVER
2	CONCEPT PLAN

Westwood

Phone (512) 485-0831
Toll Free (888) 937-5150
8701 N. Mopac Expy, Suite 320
Austin, TX 78759
westwoodpa.com
Westwood Professional Services, Inc.
TBPE FIRM REGISTRATION NO. F-469
TBPLS FIRM REGISTRATION NO. LS-100800-00

REVISIONS		BY
REV	DATE	DESCRIPTION

HWY 29 COMMERCIAL SUBDIVISION
CONCEPT PLAN
PROJECT NO. CP-23-0026
COVER



THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY SUPERVISOR OF HOLLIS ANN SCHEFFLER, P.E. 136049 ON 10/12/2023. ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE ACT.

DESIGN	DRAWN	DATE
HAS	NBB	OCT 2023

SHEET NO.
1

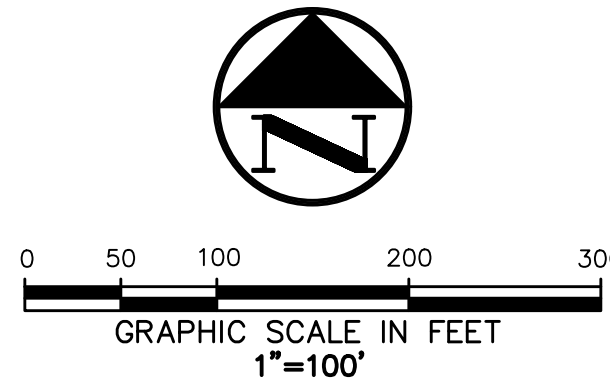
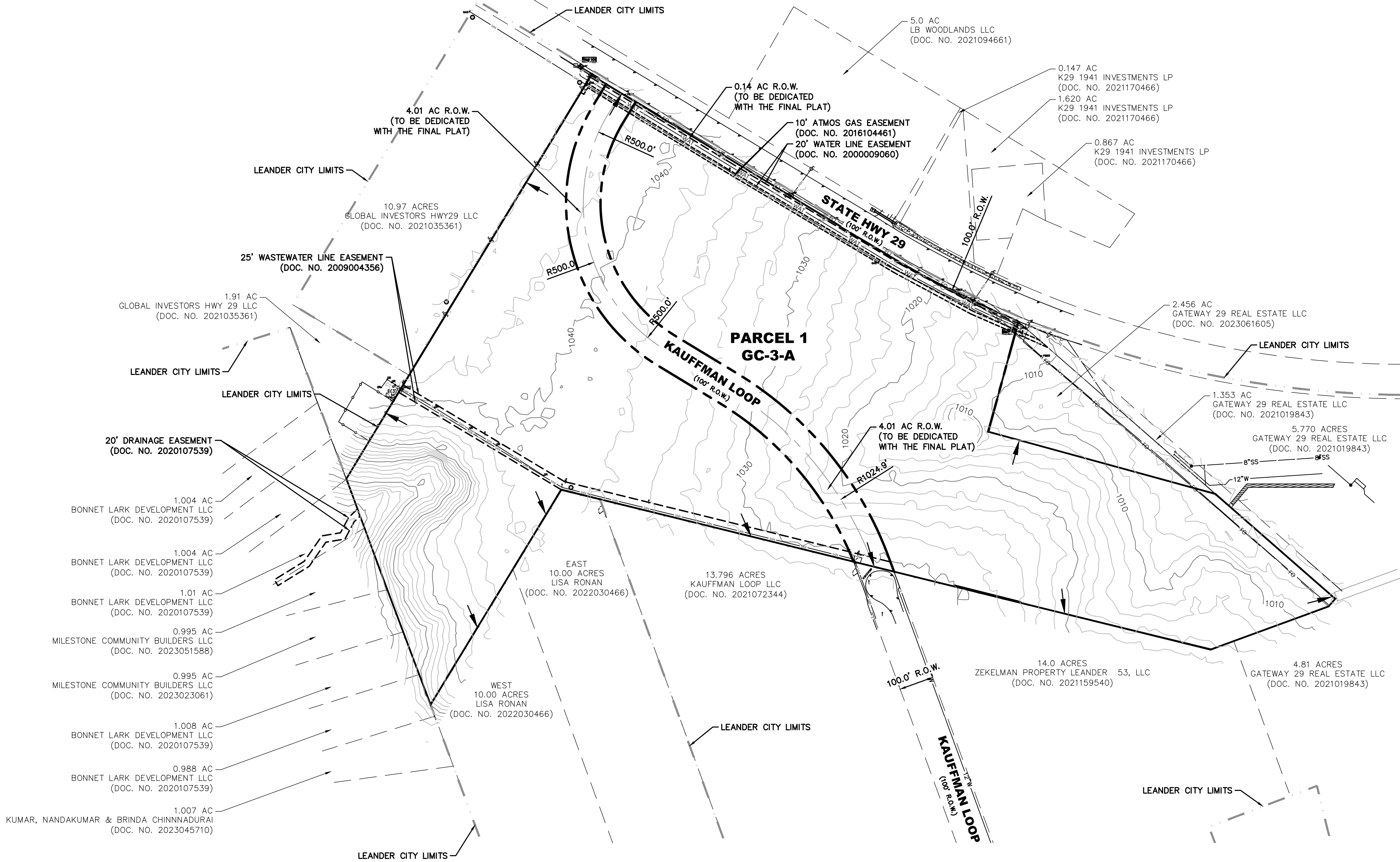
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HWY 29 COMMERCIAL - LOT INFORMATION					
PARCEL	LOTS	PHASES	APPRX. LUE'S	APPRX. TRIPS	PROPOSED LAND USE
1	10	1 (2024/25)	166	7,323	GENERAL COMMERCIAL

HIGHWAY 29 COMMERCIAL - STREET INFORMATION					
STREET NAME	TYPE	LENGTH (FT)	PAVEMENT WIDTH	MEDIAN	SIDEWALK WIDTH
KAUFFMAN LOOP	100' ROW	1748	26' FOC-FOC (2-WAY)	16'	10' (BOTH SIDES)

HIGHWAY 29 COMMERCIAL - LAND USE SUMMARY TABLE		
LAND USE	NUMBER OF LOTS	ACRES
ACTIVITY CENTER	8	37.010
DRAINAGE	2	9.470
RIGHT-OF-WAY	-	4.150
TOTAL	10	50.640

CITY OF LEANDER APPROVAL



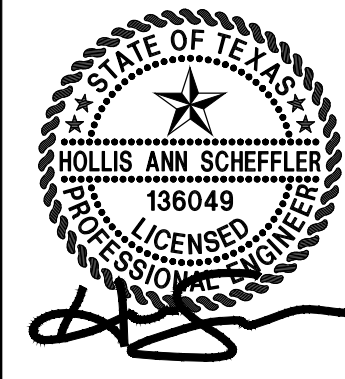
LEGEND

- B₁ BOLLARD
- EM₁ ELECTRIC METER
- PP₁ POWER POLE
- LS₁ LIGHT STANDARD
- WM₁ WATER METER
- WV₁ WATER VALVE
- ICV₁ IRRIGATION CONTROL VALVE
- PH₁ FIRE HYDRANT
- CO₁ CLEANOUT
- MANHOLE
- TRF₁ TRAFFIC SIGNAL CONTROL
- TSP₁ TRAFFIC SIGNAL POLE
- TELE₁ TELEPHONE BOX
- FL₁ FLOOD LIGHT
- FP₁ FLAG POLE
- SIGN₁ TRAFFIC SIGN
- IRS (C.M.) 1/2-INCH IRON ROD
- W/PACHECO KOCH" CAP SET
- CONTROLLING MONUMENT
- PROPERTY LINE
- LOT LINES
- FENCE
- COORDINATE DESIGNATION
- PROPOSED FENCE
- FIRE LANE
- ACCESS TO ADJACENT PROPERTIES
- CITY OF LEANDER CITY LIMITS
- CENTERLINE ALIGNMENT

THIS SITE IS IN THE AREA OF MINIMAL FLOOD HAZARD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP (FLOOD INSURANCE RATE MAP) COMMUNITY PANEL NO. 48491C0275E, EFFECTIVE DATE 09/26/2008.

BOUNDARY STREET IMPROVEMENTS: KAUFFMAN LOOP WILL BE DEVELOPED PER ARTERIAL-4 CITY OF LEANDER SPECIFICATIONS CONSISTING OF A 100' R.O.W, (2) 10' SHARED USE PATH WITH A 6' BUFFER FROM TRAFFIC LANES, (4) TOTAL THROUGH LANES WITH EACH LANE BEING 13' WIDE, AND A 16' WIDE MEDIAN. IMPROVEMENTS ARE TO BE DEVELOPED PER FUTURE PUBLIC IMPROVEMENT CONSTRUCTION PLANS.

HWY 29 COMMERCIAL SUBDIVISION
CONCEPT PLAN
PROJECT NO. CP-23-0026
CONCEPT PLAN



THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY SUPERVISOR OF HOLLIS ANN SCHEFFLER, P.E. 136049 ON 10/12/2023. ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE ACT.

DESIGN	DRAWN	DATE
HAS	NBB	OCT 2023

SHEET NO.
2



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, December 14, 2023
Regular Meeting at 6:00 PM



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

**Place 5 – James Oliver, *Vice-Chair*
Place 6 – Laura Lantrip, *Chair*
Place 7 – Scott Calame**

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

Call to Order.

Meeting called to order at 6:00 p.m.

Roll Call.

All commissioners were present except Commissioner Scott Calame.

Director's Report to the Planning & Zoning Commission on actions taken by the City Council at the December 7, 2023 meeting.

Review of meeting protocol.

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

No one wished to speak.

CONSENT AGENDA: ACTION

Motion: Approve Consent Agenda Items 1 through 9.

By: John Cosgrove

Seconded: Ron May

Yes: Donnie Mahan, John Cosgrove, Ron May, Deirdre Moss, James Oliver, Vice Chair, Laura Lantrip, Chair.

No: None

Abstain: None

1. Approval of the minutes for meeting held on November 9, 2023.
2. Approval of Subdivision Case SFP-22-0009 regarding Moon Valley Short Form Final Plat on two (2) parcels of land approximately 8.8 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R319362 and R031223; generally located 1,000 feet to the southwest of the

intersection of East Crystal Falls Parkway and Ronald W. Reagan Boulevard, Leander, Williamson County, Texas.

3. Approval of Subdivision Case FP-22-0007 regarding Leander Collective Final Plat on eight (8) parcels of land approximately 11.45 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R036221, R036220, R036219, R036218, R036216, R036215, R619681 and R619682; generally located to the northeast of Horseshoe Drive and South West Drive, Leander, Williamson County, Texas.
4. Approval of Subdivision Case FP-22-0018 regarding Garlock Subdivision Final Plat on one (1) parcel of land approximately 44.628 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District R649817; generally located to the south of Gabriel's Horn Road and west of Donetto Drive, Leander, Williamson County, Texas.
5. Approval of Subdivision Case FP-23-0050 regarding Harmony Public School Final Plat on eight (8) parcels of land approximately 24.89 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R508115, R508114, R508113, R031592, R031591, R031590, R031595 and R031594; generally located on the north side of Hero Way between 183A Toll Road and Ronald W. Reagan Boulevard, Leander, Williamson County, Texas.
6. Approval of Subdivision Case FP-23-0063 regarding Travisso Phase 3, Section 10 Final Plat on one (1) parcel of land approximately 52.309 acres $\pm$ in size, more particularly described by Travis County Central Appraisal District Parcel 844740; generally located north of Portobello Road and east of Gilded Crest Drive, Leander, Travis County, Texas.
7. Approval of Subdivision Case FP-23-0096 regarding Cantwell Tract Lot 4A & 4B replat on one (1) parcel of land approximately 3.191 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District parcel R553028; generally located east of 183A Toll Road and north of E Crystal Falls Parkway, Leander, Williamson County, Texas.
8. Approval of Subdivision Case PP-22-0027 to approve the Bar W Ranch W Phase 8 Preliminary Plat on three (3) parcels of land approximately 80.373 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R523945, R544597 and R652645; generally located at the south east intersection of Bar W Ranch Boulevard and CR 267, Leander, Williamson County, Texas.
9. Approval of Subdivision Case PP-23-0033 regarding Lone Star Landing Phase One Preliminary Plat on one (1) parcel of land approximately 15.37 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R031560; generally located at 610 and 800 County Road 177, Leander, Williamson County, Texas.

PUBLIC HEARING: ACTION

10. Conduct a Public Hearing regarding Subdivision Case CP-23-0023 to adopt the Mac Haik Quick Lane Concept Plan and Preliminary Plat on seven (7) parcels of land approximately 5.725 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R474912, R457903, R031360, R500607, R485578, R474901, and R305748; generally located at the south west corner of Merrill Drive and 183A Toll Road, Leander, Williamson County, Texas.

- Discuss and consider action regarding Subdivision Case CP-23-0023 as described above.

Motion: Approve Concept Plan CP-23-0023

By: Donnie Mahan

Seconded: Deirdre Moss

Yes: Donnie Mahan, John Cosgrove, Ron May, Deirdre Moss, James Oliver, Vice Chair, Laura Lantrip, Chair.

No: None

Abstain: None

11. Conduct a Public Hearing regarding Subdivision Case CP-23-0026 to adopt the Highway 29 Commercial Concept Plan on one parcel of land approximately 50.74 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District parcel R032262; generally located approximately 1,500 feet to the west of the intersection of SH 29 and Ronald W Reagan Blvd, on the south side of SH 29, Leander, Williamson County, Texas.

- Discuss and consider action regarding Subdivision Case CP-23-0026 as described above.

- a. Staff Presentation
- b. Applicant Presentation
- c. Open Public Hearing
- d. Close Public Hearing
- e. Discussion
- f. Consider Action

Motion: Approve Concept Plan CP-23-0026

By: James Oliver, Vice Chair

Seconded: Ron May

Yes: Donnie Mahan, John Cosgrove, Ron May, Deirdre Moss, James Oliver, Vice Chair, Laura Lantrip, Chair.

No: None

Abstain: None

12. Conduct a Public Hearing and consider action regarding Zoning Case Z-23-0098 to amend the current zoning of Interim SFS-2-B (Single-Family Suburban) and Interim SFR-1-B (Single-Family Rural) to GC-2-B (General Commercial) on one (1) parcel of land approximately 6.314 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R031278; and more commonly known as 17451 Ronald W Reagan Boulevard, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-23-0098 as described above.

- a. Staff Presentation
- b. Applicant Presentation
- c. Open Public Hearing
- d. Close Public Hearing
- e. Discussion
- f. Consider Action

Motion: Approve Zoning Case Z-23-0098

By: James Oliver, Vice Chair

Seconded: Ron May

Yes: Donnie Mahan, John Cosgrove, Ron May, Deirdre Moss, James Oliver, Vice Chair, Laura Lantrip, Chair.

No: None

Abstain: None

13. Conduct a Public Hearing and consider action regarding Comprehensive Plan Case CPA-23-0008 to adopt an updated Comprehensive Plan including the update of the future land use plan and map; and to provide for related matters; Williamson & Travis Counties, Texas.

- Discuss and consider action regarding Comprehensive Plan Case CPA-23-0008 as described above.
 - a. Staff Presentation
 - b. Applicant Presentation
 - c. Open Public Hearing
 - d. Close Public Hearing
 - e. Discussion
 - f. Consider Action

Motion: Approve to postpone CPA-23-0008 until the December 28, 2023, Planning and Zoning meeting, so staff can make the following changes.

1. Update the Urban Mixed Use land use category to reduce the residential the following range: 0% to 50%.
2. Allow for vertical mixed as part of Urban Mixed Use land use category.

By: James Oliver,
Seconded: John Cosgrove

Yes: Donnie Mahan, John Cosgrove, Ron May, Deirdre Moss, James Oliver, Vice Chair, Laura Lantrip, Chair.

No: None

Abstain: None

REGULAR AGENDA

14. Discuss and consider action on Tree Removal Case TRP-23-0018 regarding removal of ten (10) Heritage Trees and fifteen (15) Significant Trees associated with the Heritage Grove Business Park Site Development Project located at 502 Heritage Grove Road, Leander, Williamson County, Texas.

- a. Staff Presentation
- b. Applicant Presentation
- c. Discussion
- d. Consider Action

Motion: Approve Tree Removal Case TRP-23-0018

By: Ron May

Seconded: James Oliver, Vice Chair

Yes: Donnie Mahan, John Cosgrove, Ron May, Deirdre Moss, James Oliver, Vice Chair, Laura Lantrip, Chair.

No: None

Abstain: None

15. Discuss and consider action on updates to the Roadway Impact Fee Service Area Map and the Roadway Impact Fee Study.

- a. Staff Presentation
- b. Discussion

c. Consider Action

Motion: Approve Roadway Impact Fee Service Area Map Update and the Roadway Impact Fee Study Update.

By: Ron May

Seconded: Deirdre Moss

Yes: Donnie Mahan, John Cosgrove, Ron May, Deirdre Moss, James Oliver, Vice Chair, Laura Lantrip, Chair.

No: None

Abstain: None

16. Adjournment Meeting adjourn at 6:54 p.m.

APPROVED

LAURA LANTRIP, CHAIR

ATTEST:

VERONICA TOVAR, PLANNING COORDINATOR



EXECUTIVE SUMMARY
12/21/2023

AGENDA SUBJECT:

Conduct a Public Hearing regarding Subdivision Case CP-23-0023 to adopt the Mac Haik Quick Lane Concept Plan and Preliminary Plat on seven (7) parcels of land approximately 5.725 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R474912, R457903, R031360, R500607, R485578, R474901, and R305748; generally located at the southwest corner of Merrill Drive and 183A Toll Road, Leander, Williamson County, Texas.

- Discuss and consider action regarding Subdivision Case CP-23-0023 as described above.

BACKGROUND:

This request includes the first and second steps in the subdivision process. Pursuant to Section 212.005 of the Texas Local Government Code, approval by municipality is required since the concept plan satisfies the applicable regulations without requesting any variances.

HISTORY/TIMELINE:

01/17/2008 – Zoning Approved

12/14/2023 – Planning & Zoning Commission, 1st Public Hearing

APPLICANT/AGENT:

Goode Faith Engineering (Anthony Goode) on behalf of MH Leander Realty LLC (Mac Haik)

RECOMMENDATION:

The proposal includes one (1) commercial lot. Staff recommends approval of this request. The Planning & Zoning Commission unanimously approved the request during the December 14, 2023 meeting.

PRESENTER:

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

Fiscal Impact

Attachments:

1. CP-23-0023 Att 2 Location Map - Mac Haik Quick Lane
2. CP-23-0023 Att 1 Mac Haik Quick Lane Concept Plan & Prelim Plat

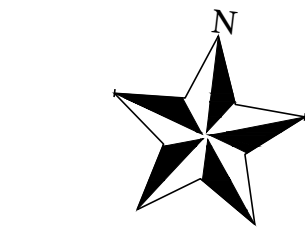
3. 12-14-2023 P & Z Minutes

MAC HAIK QUICK LANE

CONCEPT PLAN & PRELIMINARY PLAT

PROJECT # CP-23-0023

FILING DATE: 08/02/2023



SCALE: 1"=2000'
0 2000 4000



CIVIL ENGINEERING AND PLANNING
(972) 822 - 1682
TBPPE FIRM REGISTRATION NO. F-22664

OWNER:
MH LEANDER REALTY, LLC
11750 KATY FWY STE 1300
HOUSTON, TEXAS 77079-1267
P: (281) 979-2520

DEVELOPER:
MAC HAIK AUTOMOTIVE GROUP
1033 KAY FREEWAY
HOUSTON, TEXAS 77024
CONTACT: SCOTT HARTLEY
P: (281) 979-2520
E: SHARTLEY@MACHAIK.NET

ENGINEER:
GOODE FAITH ENGINEERING, LLC
1620 LA JAITA DR. SUITE 300
CEDAR PARK, TEXAS 78613
CONTACT: ANTHONY H. GOODE, PE 97263
P: (972) 822-1682
E: ANTHONY@GOODEFAITHENG.COM

SURVEYOR:
FOREST SURVEYING & MAPPING CO.
102 ASH ST.
GEORGETOWN, TEXAS 78626
CONTACT: WILLIAM F. FOREST, RPLS 1847
P: (512) 930-5927
E: FORRESTSASSER@FOREST SURVEYING.COM

PLAN SUBMITTAL/REVIEW LOG

1ST SUBMITTAL TO CITY	08/02/2023
2ND SUBMITTAL TO CITY	08/12/2023
3RD SUBMITTAL TO CITY	10/03/2023
4TH SUBMITTAL TO CITY	10/17/2023
5TH SUBMITTAL TO CITY	10/31/2023
6TH SUBMITTAL TO CITY	11/13/2023

PROJECT INFORMATION	
SITE DATA:	
LOCATION	CORNER MERRILL DR & 183A FRONTAGE RD
ZONING	GC-3-A (GENERAL COMMERCIAL)
TOTAL ACREAGE	5.725 ACRES (249,381 SF)
TOTAL LOTS	1
LOT 1 LAND USE	COMMERCIAL
FUTURE LAND USE CATEGORY	MULTI-USE CORRIDOR - PRIORITY CORRIDOR

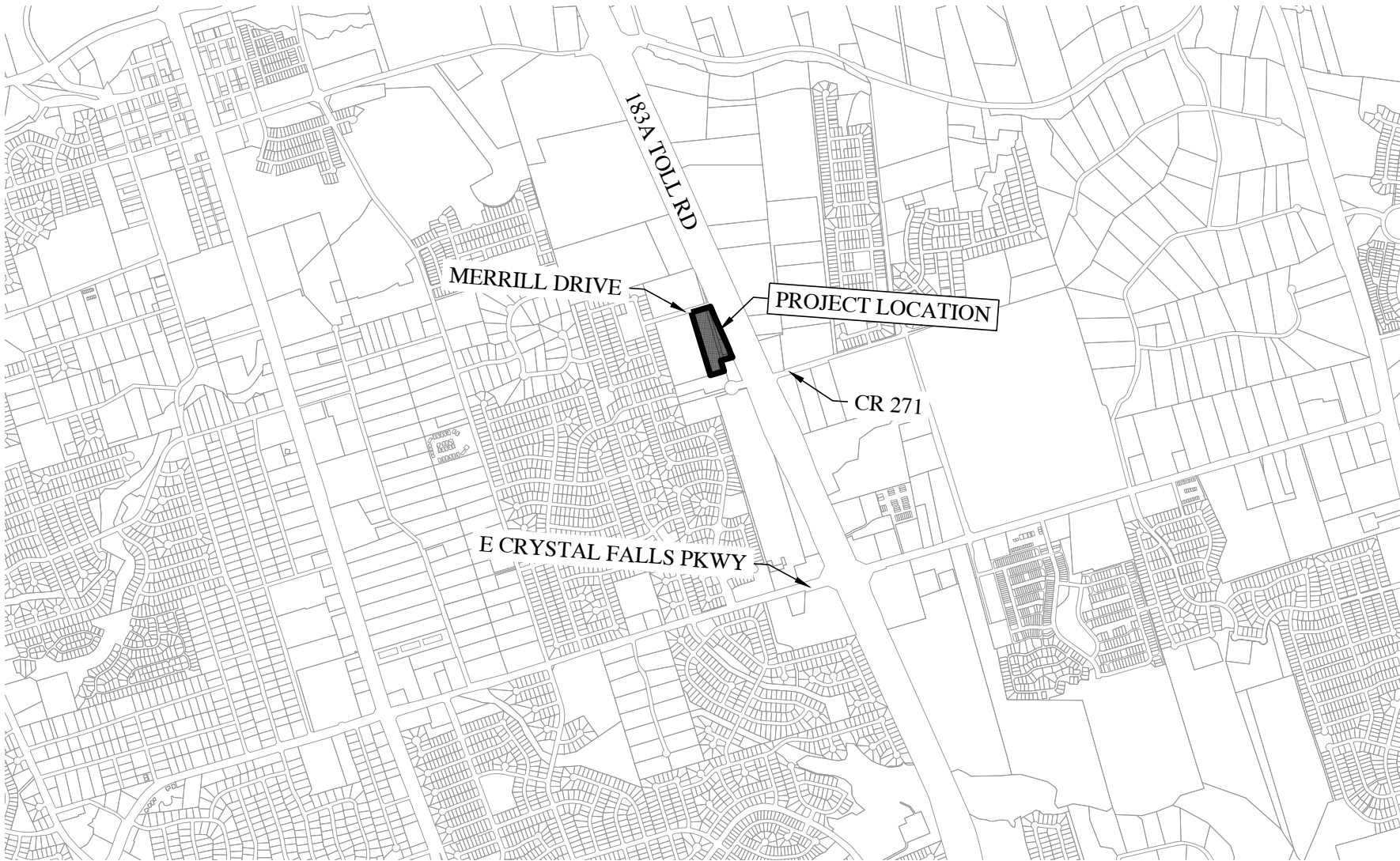
GENERAL PLAT NOTES:

1. THIS SUBDIVISION IS WHOLLY CONTAINED WITHIN THE CURRENT CORPORATE LIMITS OF THE CITY OF LEANDER, TEXAS.
2. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO THE CITY OF LEANDER WATER DISTRIBUTION AND WASTEWATER COLLECTION FACILITIES.
3. A BUILDING PERMIT IS REQUIRED FROM THE CITY OF LEANDER PRIOR TO CONSTRUCTION OF ANY BUILDING OR SITE IMPROVEMENTS ON ANY LOT IN THIS SUBDIVISION.
4. NO BUILDINGS, FENCES, LANDSCAPING OR OTHER STRUCTURES ARE PERMITTED WITHIN DRAINAGE EASEMENTS SHOWN EXCEPT AS APPROVED BY THE CITY OF LEANDER PUBLIC WORKS DEPARTMENT.
5. PROPERTY OWNER SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY THE CITY OF LEANDER.
6. ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER ASSIGNS.
7. IN ADDITION TO THE EASEMENT SHOWN HEREON, A TEN (10') FOOT WIDE PUBLIC UTILITY EASEMENT IS DEDICATED ALONG AND ADJACENT TO ALL RIGHT-OF-WAY AND A TWO AND A HALF (2.5') FOOT WIDE PUBLIC UTILITY EASEMENT IS DEDICATED ALONG ALL SIDE LOT LINES.
8. NO PORTION OF THIS TRACT IS WITHIN A FLOOD HAZARD AREA AS SHOWN ON THE FLOOD INSURANCE RATE MAP PANEL #48491C0455F FOR WILLIAMSON CO., EFFECTIVE 12/20/2019.
9. BUILDING SETBACKS NOT SHOWN HEREON SHALL COMPLY WITH THE MOST CURRENT ZONING

ORDINANCE OF THE CITY OF LEANDER. ADDITIONAL RESIDENTIAL GARAGE SETBACKS MAY BE REQUIRED AS LISTED IN THE CURRENT ZONING ORDINANCE.
10. SIDEWALKS ARE BE INSTALLED ON BOTH SIDES OF MERRELL DRIVE AND THE SUBDIVISION SIDE OF HWY183. THOSE SIDEWALKS NOT ABUTTING A RESIDENTIAL, COMMERCIAL OR INDUSTRIAL LOT (INCLUDING SIDEWALKS ALONG STREET FRONTAGES OF LOTS PROPOSED FOR SCHOOLS, CHURCHES, PARK LOTS, DETENTION LOTS, DRAINAGE LOTS, LANDSCAPE LOTS, OR SIMILAR LOTS), SIDEWALKS ON ARTERIAL STREETS TO WHICH ACCESS IS PROHIBITED, SIDEWALKS ON DOUBLE FRONTAGE LOTS ON THE SIDE TO WHICH ACCESS IS PROHIBITED, AND ALL SIDEWALKS ON SAFE SCHOOL ROUTES SHALL BE INSTALLED WHEN THE ADJOINING STREET IS CONSTRUCTED.
11. ALL UTILITY LINES MUST BE LOCATED UNDERGROUND.

NON-RESIDENTIAL & MULTI-FAMILY PLAT NOTES:

1. ALL DRIVE LANES, FIRE LANES, AND DRIVEWAYS WITHIN THIS SUBDIVISION SHALL PROVIDE FOR RECIPROCAL ACCESS FOR INGRESS AND EGRESS TO ALL OTHER LOTS WITHIN THE SUBDIVISION AND TO ADJACENT PROPERTIES.
2. **TRAFFIC IMPACT ANALYSIS NOTE:** AT THE TIME OF SITE DEVELOPMENT PERMIT, THE APPLICANT WILL PROVIDE A PAYMENT TO THE CITY IN LIEU OF A TRAFFIC IMPACT ANALYSIS (TIA), UNLESS A TIA FOR THE ENTIRE DEVELOPMENT INDICATES THAT AVERAGE DAILY TRIPS ARE ESTIMATED BELOW 2,000.



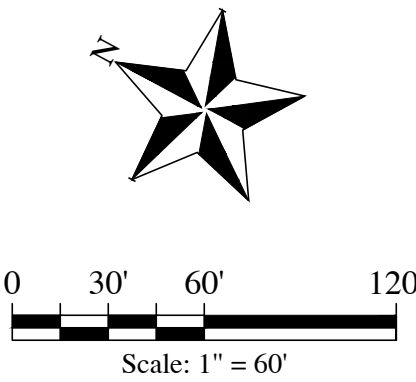
Sheet List Table

Sheet Number	Sheet Title
1	COVER
2	CONCEPT PLAN
3	EXISTING CONDITIONS
4	PRELIMINARY PLAT
5	OVERALL IMPROVEMENTS PLAN
6	WATER IMPROVEMENTS PLAN
7	WASTEWATER IMPROVEMENTS PLAN
8	DRAINAGE PLAN
9	TREE PROTECTION PLAN (1 of 2) (TREE SURVEY)
10	TREE PROTECTION PLAN (2 of 2) (TREE TABLE)

MAC HAIK QUICK LANE

COVER

REVISION #	DESCRIPTION	APPROVAL	STATE OF TEXAS ANTHONY H. GOODE 97263 REGISTERED PROFESSIONAL ENGINEER		SUBMITTED BY:	RELEASE OF THIS APPLICATION DOES NOT CONSTITUTE A VERIFICATION OF ALL DATA, INFORMATION AND CALCULATIONS SUPPLIED BY THE APPLICANT. THE ENGINEER OF RECORD IS SOLELY RESPONSIBLE FOR THE COMPLETENESS, ACCURACY, AND ADEQUACY OF HIS/HER SUBMITTAL, WHETHER OR NOT THE APPLICATION IS REVIEWED FOR CODE COMPLIANCE BY CITY ENGINEERS.	DRAWN BY	DATE	1 OF 10
1.				 11-13-23		BLB	11/13/2023		
2.									
3.									
4.									
5.									
6.									
					ANTHONY GOODE, P.E. GOODE FAITH ENGINEERING, LLC. TBPPE FIRM NO. F-22664 1620 LA JAITA DR. STE 300 CEDAR PARK, TX 78613 P: (972)822-1682 DATE		CHECKED BY AHG	PROJECT NO 23-008.0	

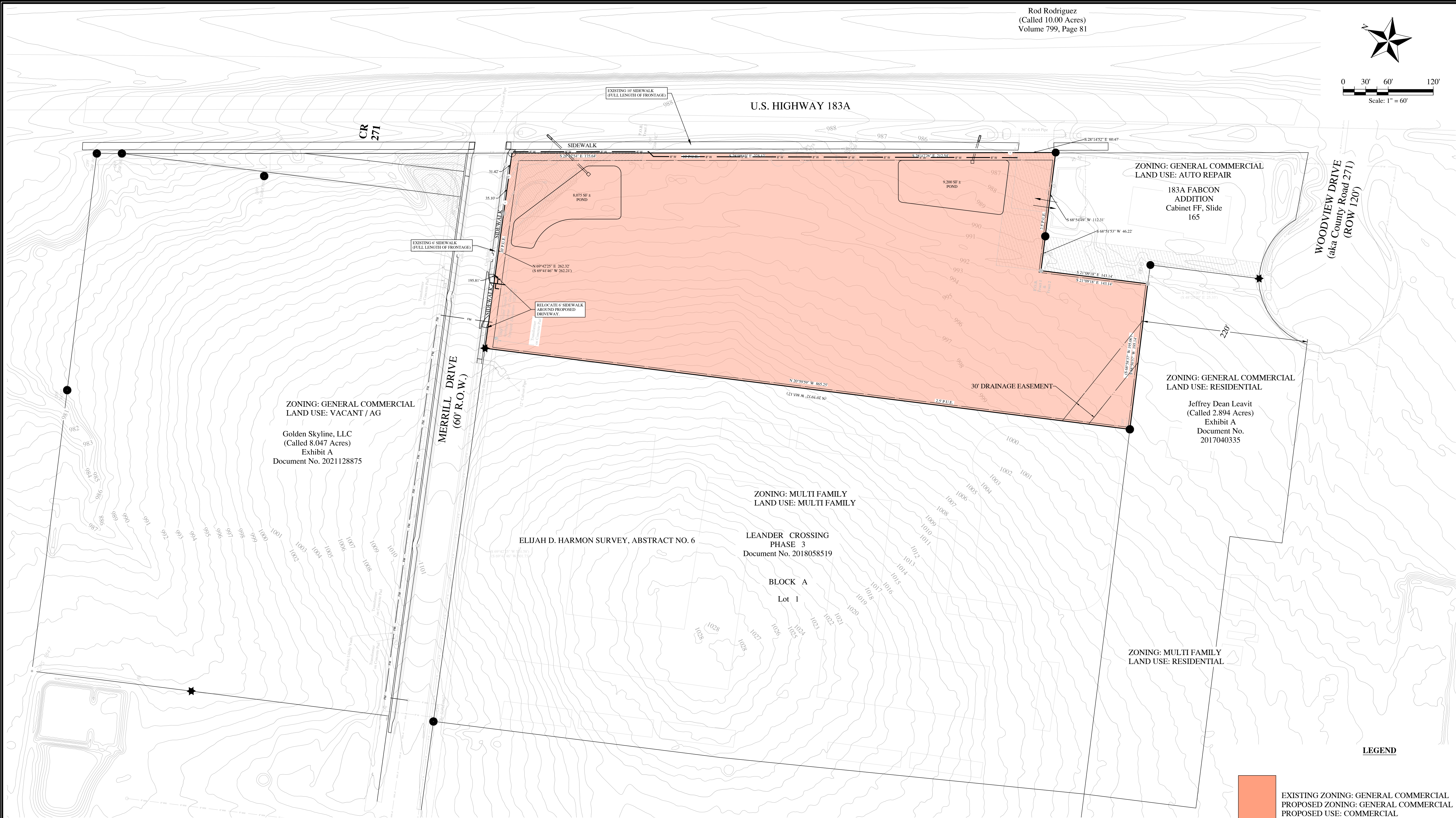


CIVIL ENGINEERING AND PLANNING
(972) 822 - 1682
TYPE FIRM REGISTRATION NO. F-22664

MAC HAIK QUICK LANE
CONCEPT PLAN

DATE	11/13/2023
PROJECT NO.	23-008.0
DESIGNED BY	BLB
CHECKED BY	AHG

REVISIONS	NO.	DESCRIPTION	DATE	BY	CHECKED BY
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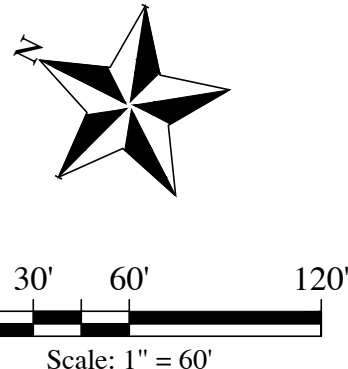
ITE Trip Gen Manual 11th Edition	ITE Code	Size (sqft)	Saturday Total	Weekday Total	Weekday Peak AM	Weekday Peak PM
Automobile Care Center	942	15,500	368	368	45	48
Tire Store (TBD)	848	10,000		277	36	37
Warehousing (TBD)	150	12,000	2	57	30	22
General Office Building (TBD)	710	4,000	9	71	11	11
Retail (TBD)	822	10,000		545	76	132
Qual Tech Automobile Care Center	942	6,000	142	142	30	36
Total		57,500	521	1,460	228	286

Anticipate a maximum square footage of 46,000 (6,000 existing, 15,500 proposed with this development phase)
TBD numbers are based on options that may not be applicable.

Utility Cales			
Proposed Building Use	Units	Lue Conversion	LUE
Office (Square Feet of Floor)	18,500	1 LUE/3000 SF	6.17
Office Warehouse (Square Feet of Floor)	18,500	1 LUE/4000 SF	4.63
Retail; Shopping Center (Square Feet of Floor)	7,500	1 LUE/1660 SF	4.52
Restaurant/Cafeteria (Sqire Feet of Floor)	2,000	1 LUE/200 SF	10.00
Office (Square Feet of Floor)	2,000	1 LUE/3000 SF	0.67
Office Warehouse (Square Feet of Floor)	12,400	1 LUE/4000 SF	3.10
Retail; Shopping Center (Square Feet of Floor)	3,000	1 LUE/1660 SF	1.81
	63,900	Total LUEs	30.88

NOTES:
1) NO PORTION OF THIS TRACT IS WITHIN A FLOOD HAZARD AREA AS SHOWN ON THE FLOOD INSURANCE RATE MAP PANEL #48491C0455F FOR WILLIAMSON CO., EFFECTIVE 12/20/2019.

- LEGEND**
- EXISTING ZONING: GENERAL COMMERCIAL
 - PROPOSED ZONING: GENERAL COMMERCIAL
 - PROPOSED USE: COMMERCIAL
 - LAND USE: VACANT / AG
 - EXISTING EASEMENTS
 - EXISTING MAJOR CONTOUR
 - EXISTING MINOR CONTOUR



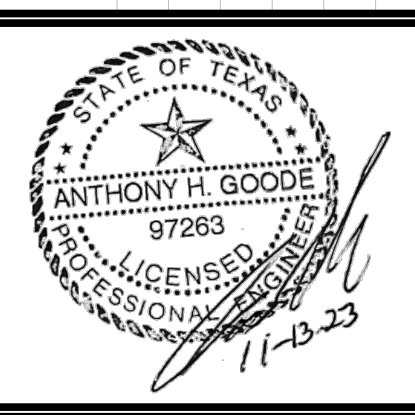
CIVIL ENGINEERING AND PLANNING
(972) 822 - 1682
TYPE FIRM REGISTRATION NO. F-22664

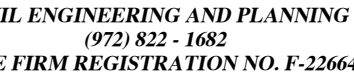
MAC HAIK QUICK LANE

EXISTING CONDITIONS

DATE	11/13/2023
PROJECT NO.	23-008.0
DESIGNED BY	BLB
CHECKED BY	AHG

REVISIONS	NO.	DESCRIPTION	DATE
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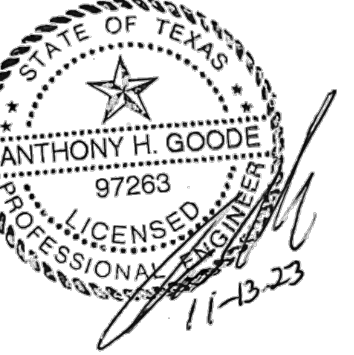
DATE
11/13/2023

PROJECT NO.
23-008.0

DESIGNED BY
BLB

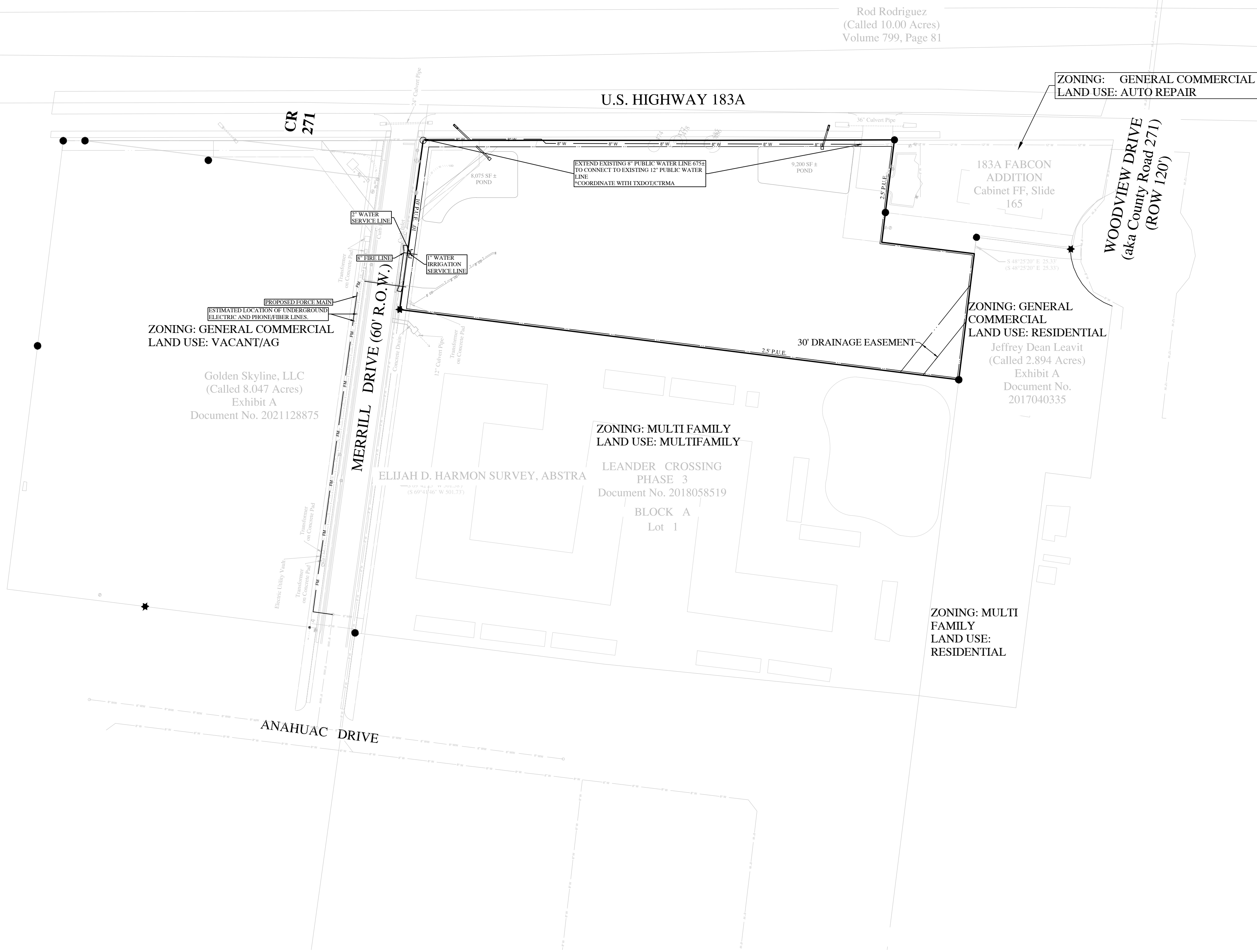
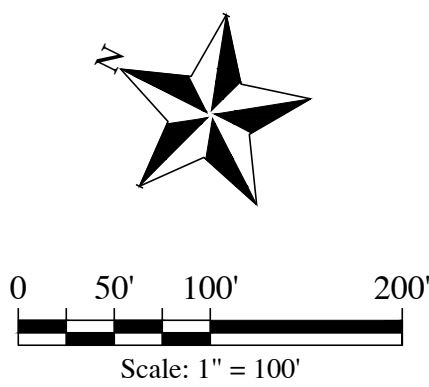
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CIVIL ENGINEERING AND PLANNING
(972) 822 - 1682
TYPE FIRM REGISTRATION NO. F-22664



Utility Cales			
Proposed Building Use	Units	Lue Conversion	LUE
Office (Square Feet of Floor)	18,500	1 LUE/3000 SF	6.17
Office Warehouse (Square Feet of Floor)	18,500	1 LUE/4000 SF	4.63
Retail: Shopping Center (Square Feet of Floor)	7,500	1 LUE/1660 SF	4.52
Restaurant/Cafeteria (Squire Feet of Floor)	2,000	1 LUE/200 SF	10.00
Office (Square Feet of Floor)	2,000	1 LUE/3000 SF	0.67
Office Warehouse (Square Feet of Floor)	12,400	1 LUE/4000 SF	3.10
Retail: Shopping Center (Square Feet of Floor)	3,000	1 LUE/1660 SF	1.81
	63,900	Total LUEs	30.88

Water Flow	LUE	Persons	Gal/Day/LUE	Flow (GPM)
Avg Day Demand	30.88	104	268.88	5.8
Peak Day Demand			635.9	13.6
Peak Hour Demand			1194.53	25.6
Fire Flow Demand				1500.0
*1 LUE = 3.36 Persons				
Per Model From K Frieese + Associates				
Minimum Pressure =	61 psi (1,132 HGL)			
Maximum Pressure =	69 psi (1,150 HGL)			
Fire Flow Available =	1,819 gpm at 20 psi residual			

Wastewater	LUE	Persons	GPD/Person	Total (GPM)
Avg Dry Weather	30.88	86	70.0	4.2
Peak Dry Weather*			280.0	16.8
* Peak Flow Factor per City of Austin Formula:	4.00			
			ACRES	GPM
Inflow and Infiltration (I&I) = 750 gal/acre				0.0
Peak Wet Weather = Peak Dry Weather + I&I				16.8
*1 LUE = 2.8 Persons				
NOTES:				
1) CONDUIT IS NECESSARY TO PROVIDE FIBER TO FACILITIES				
2) SEE DRAINAGE PLAN (SHEET 6)				

- LEGEND
- PROPERTY LINE
 - EX WATER LINE - PUBLIC
 - PROP WATER LINE - PUBLIC
 - EX WASTEWATER LINE - PUBLIC
 - PROP WASTEWATER LINE - PUBLIC
 - TREES
 - FENCE
 - EASEMENT LINE

MAC HAIK QUICK LANE

OVERALL IMPROVEMENTS PLAN

DATE
11/13/2023

PROJECT NO.
23-008.0

DESIGNED BY
BLB

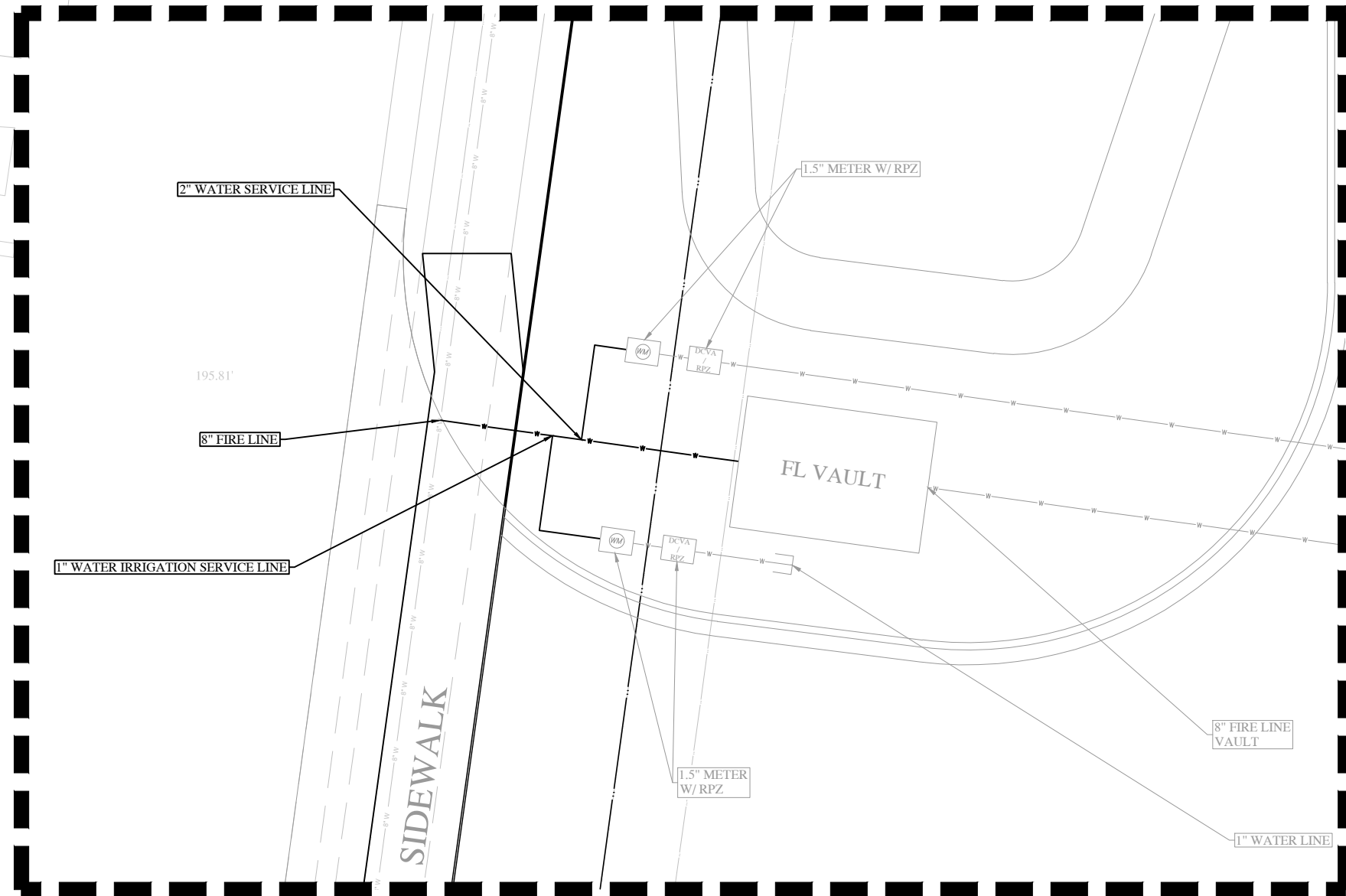
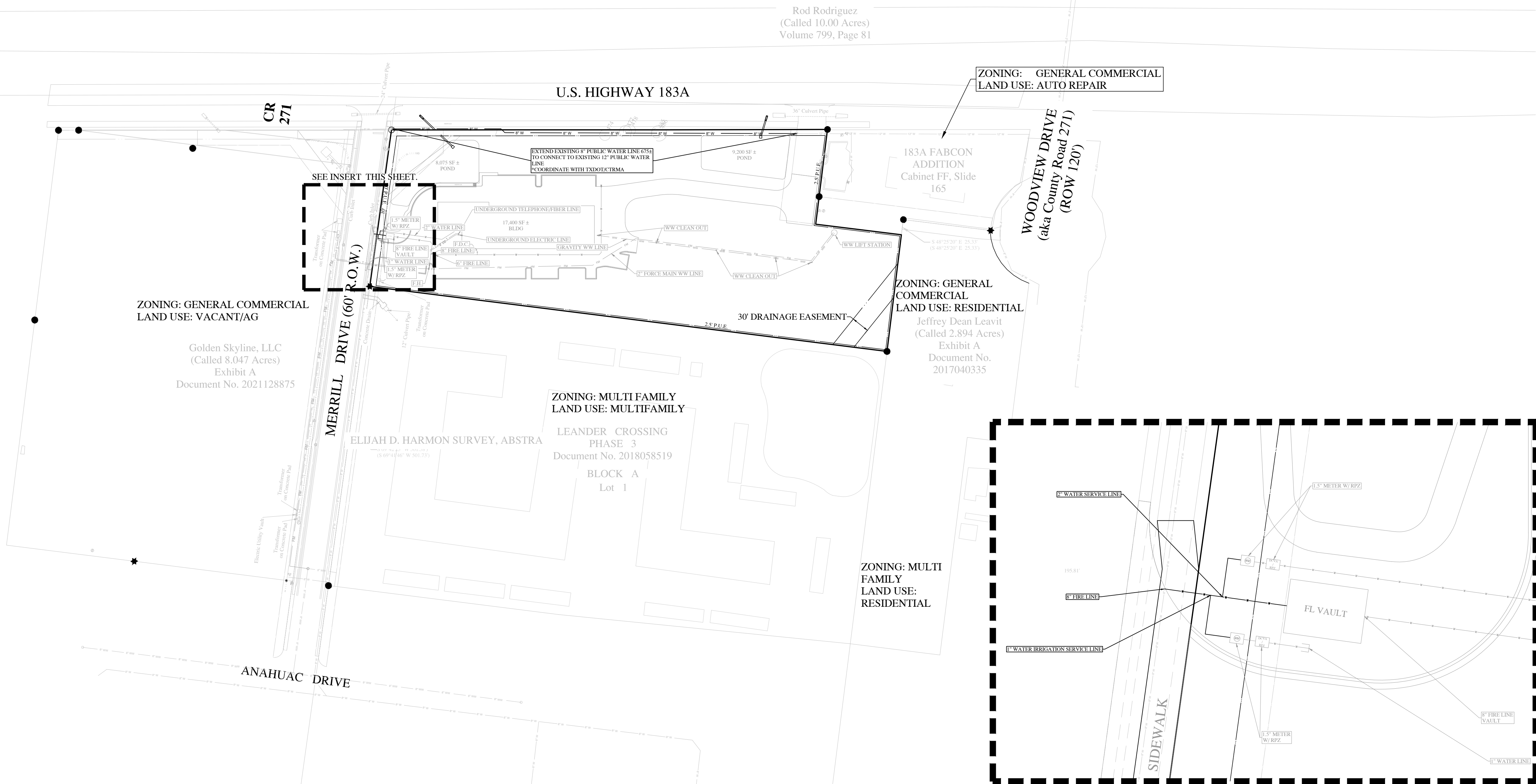
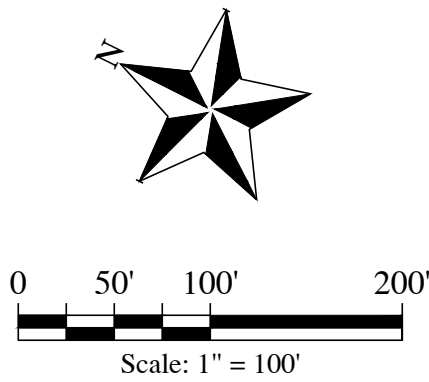
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CIVIL ENGINEERING AND PLANNING
(972) 822 - 1682
TYPE FIRM REGISTRATION NO. F-22664



- LEGEND
- PROPERTY LINE
 - EX WATER LINE - PUBLIC
 - PROP WATER LINE - PUBLIC
 - EX WASTEWATER LINE - PUBLIC
 - PROP WASTEWATER LINE - PUBLIC
 - TREES
 - FENCE
 - EASEMENT LINE

Utility Cales			
Proposed Building Use	Units	Lue Conversion	LUE
Office (Square Feet of Floor)	18,500	1 LUE/3000 SF	6.17
Office Warehouse (Square Feet of Floor)	18,500	1 LUE/4000 SF	4.63
Retail: Shopping Center (Square Feet of Floor)	7,500	1 LUE/1660 SF	4.52
Restaurant/Cafeteria (Squire Feet of Floor)	2,000	1 LUE/200 SF	10.00
Office (Square Feet of Floor)	2,000	1 LUE/3000 SF	0.67
Office Warehouse (Square Feet of Floor)	12,400	1 LUE/4000 SF	3.10
Retail: Shopping Center (Square Feet of Floor)	3,000	1 LUE/1660 SF	1.81
	63,900	Total LUEs	30.88

Water Flow	LUE	Persons	Gal/Day/LUE	Flow (GPM)
Avg Day Demand	30.88	104	268.88	5.8
Peak Day Demand			635.9	13.6
Peak Hour Demand			1194.53	25.6
Fire Flow Demand				1500.0
*1 LUE = 3.36 Persons				
Per Model From K Frieese + Associates				
Minimum Pressure =	61 psi (1,132 HGL)			
Maximum Pressure =	69 psi (1,150 HGL)			
Fire Flow Available =	1,819 gpm at 20 psi residual			

MAC HAIK QUICK LANE
WATER IMPROVEMENTS PLAN

DATE
11/13/2023

PROJECT NO.
23-008.0

DESIGNED BY
BLB

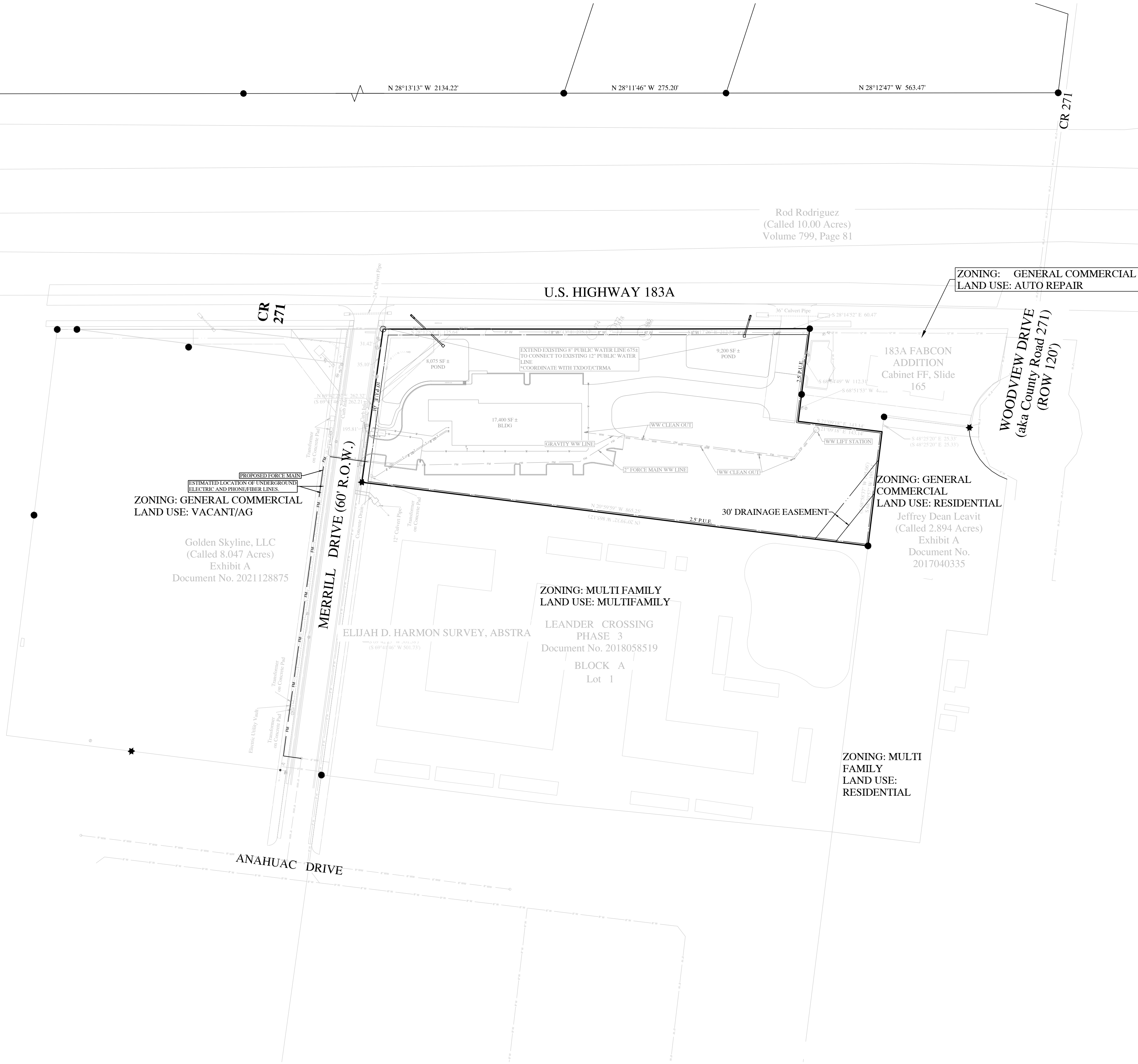
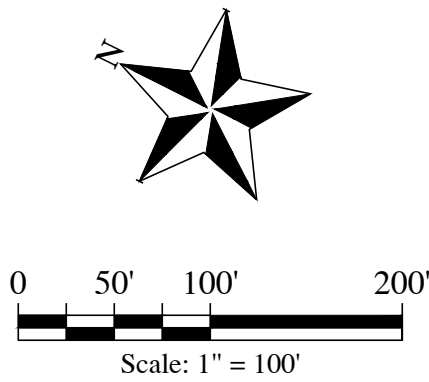
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CIVIL ENGINEERING AND PLANNING
(972) 822 - 1682
TYPE FIRM REGISTRATION NO. F-22664



Utility Cales			
Proposed Building Use	Units	Lue Conversion	LUE
Office (Square Feet of Floor)	18,500	1 LUE/3000 SF	6.17
Office Warehouse (Square Feet of Floor)	18,500	1 LUE/4000 SF	4.63
Retail: Shopping Center (Square Feet of Floor)	7,500	1 LUE/1660 SF	4.52
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	63,900	Total LUEs	30.88

Wastewater	LUE	Persons	GPD/Person	Total (GPM)
Avg Dry Weather	30.88	86	70.0	4.2
Peak Dry Weather*			280.0	16.8
* Peak Flow Factor per City of Austin Formula:	4.00			
			ACRES	GPM
Inflow and Infiltration (I&I) = 750 gal/acre				0.0
Peak Wet Weather = Peak Dry Weather + I&I				16.8
*1 LUE = 2.8 Persons				

- LEGEND
- PROPERTY LINE
 - EX WATER LINE - PUBLIC
 - PROP WATER LINE - PUBLIC
 - EX WASTEWATER LINE - PUBLIC
 - PROP WASTEWATER LINE - PUBLIC
 - TREES
 - FENCE
 - EASEMENT LINE

MAC HAIK QUICK LANE

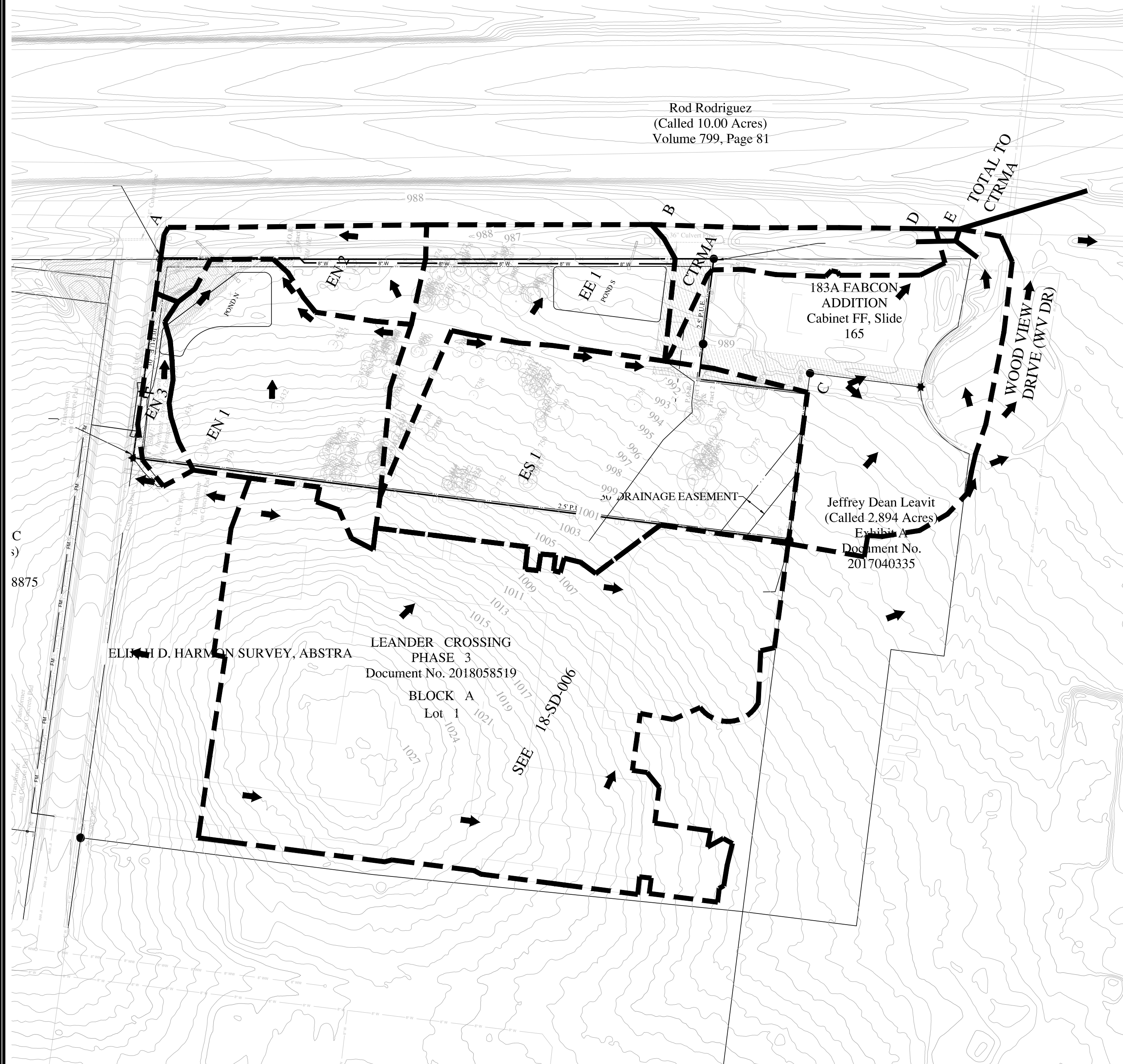
WASTEWATER IMPROVEMENTS PLAN

DATE	11/13/2023
PROJECT NO.	23-008.0
DESIGNED BY	BLB
CHECKED BY	AHG

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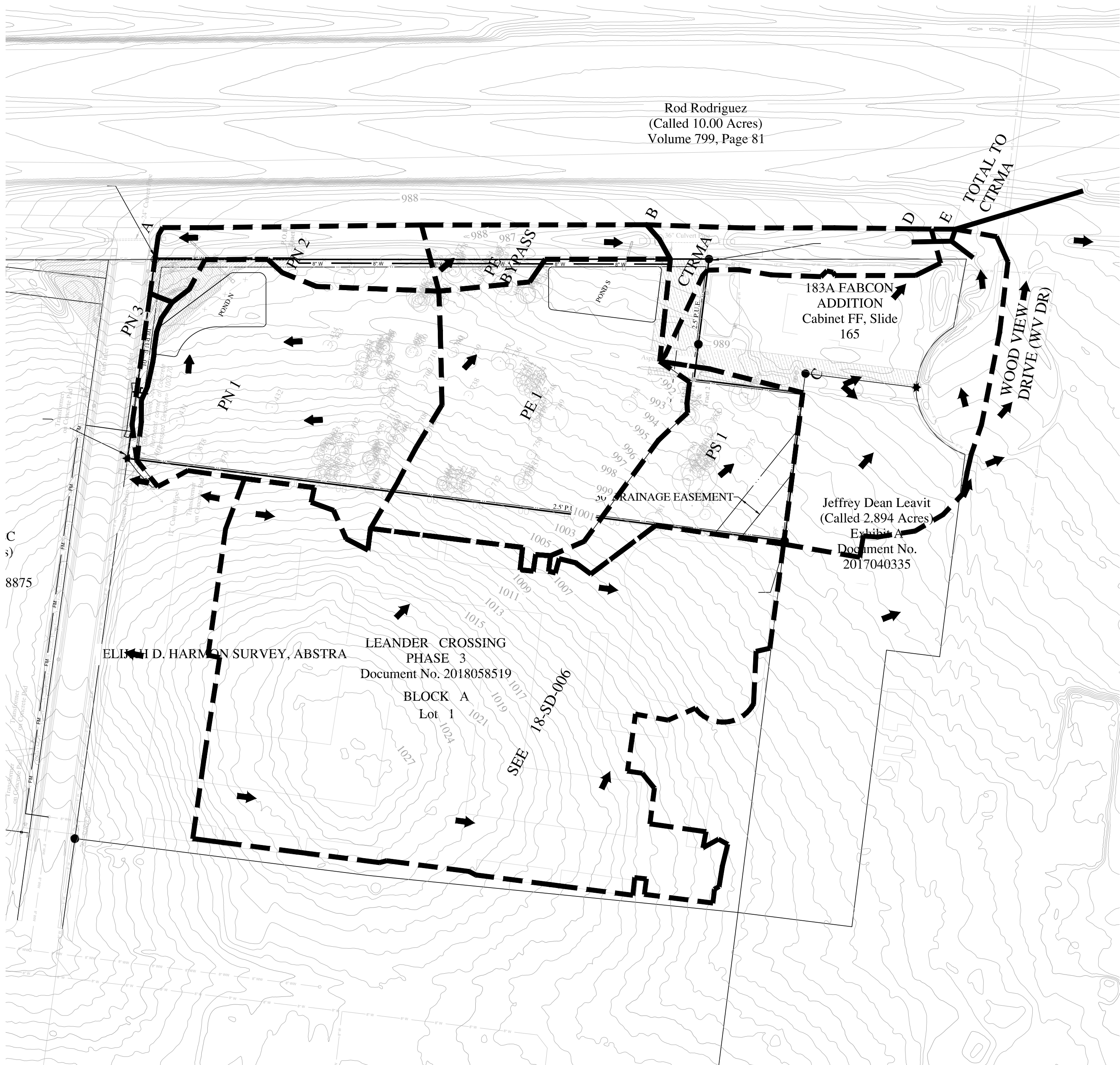


EXISTING DRAINAGE AREA MAP



DRAINAGE CALCULATIONS (EXISTING)											
DESIGN POINT	DRAINAGE AREA	ACRES	Tc (MIN)	Lag Time	Curve Number	Impervious Cover (%)	Q (2YR) (CFS)	Q (10YR) (CFS)	Q (25YR) (CFS)	Q (100YR) (CFS)	
A	EN 1	1.73	5.0	3.0	84.0	0.0%	6.8	12.2	15.9	22.2	
A	EN 2	0.69	5.0	3.0	84.0	11.6%	2.9	5	6.4	8.9	
A	EN 3	0.21	5.0	3.0	84.0	0.0%	0.8	1.5	1.9	2.7	
A TOTAL		2.63					10.5	18.7	24.3	33.8	
B	EE 1	1.34	5.0	3.0	84.0	5.5%	5.4	9.6	12.4	17.3	
B TOTAL		1.34					5.4	9.6	12.4	17.3	
C	ES 1	2.89	5.0	3.0	84.0	1.2%	0	0	0	0	
C	18-SD-006*	6.78	5.0	3.0			11.5	20.5	26.6	37.1	
C TOTAL		9.67					11.5	20.5	26.6	37.1	
D	CTRMA	0.55	5.0	3.0		27.8%	2.4	4.1	5.2	7.2	
D TOTAL	INCLUDES C	10.22	5.0	3.0			13.3	20.5	25.5	34.1	
E	WV DR	2.51	5.0	3.0		80.0%	7.8	13.7	17.7	24.5	
E TOTAL	INCLUDES C & D	12.73	10.0	6.0	84.0		32.6	54.7	69.8	95.7	
* Taken from record drawings pond discharge							26.8	47.9	62.4	87	

PROPOSED DRAINAGE AREA MAP



DRAINAGE CALCULATIONS (PROPOSED)											
DESIGN POINT	DRAINAGE AREA	ACRES	Tc (MIN)	Lag Time	Curve Number	Impervious Cover (%)	Q (2YR) (CFS)	Q (10YR) (CFS)	Q (25YR) (CFS)	Q (100YR) (CFS)	
A	PN 1	2.34	5.0	3.0	84.0	65.0%	11.8	18.7	23.4	31.5	
	POND N						3.7	13.1	18.7	26.1	
	WS Elevation										
A	PN 2	0.58	5.0	3.0	84.0	13.8%	2.4	4.2	5.4	7.5	
A	PN 3	0.07	5.0	3.0	84.0	30.0%	0.3	0.5	0.7	0.9	
A TOTAL		2.99					4.7	16.7	23.9	33.6	
B	PE 1	2.47	5.0	3.0	84.0	65.0%	12.5	19.7	24.7	33.2	
	POND S						2.3	6.3	9.7	15.7	
	WS Elevation										
B	PE1 Bypass	0.42	5.0	3.0	84.0	17.6%	3.1	3.1	4	5.5	
B TOTAL		2.89					3	7.5	11.6	17.3	
C	PS 1	0.99	5.0	3.0	84.0	1.4%	11.5	20.5	26.6	37.1	
C	18-SD-006*	6.78					20.5	20.5	20.5	20.5	
C TOTAL		7.77					11.5	20.5	26.6	37.1	
D	CTRMA	0.55	5.0	3.0	84.0	27.8%	2.4	4.1	5.2	7.2	
D TOTAL	INCLUDES C	8.32	5.0	3.0			5.5	10.8	15.9	24.9	
E	WV DR	2.51	5.0			80.0%	13.3	20.5	25.5	34.1	
E TOTAL	INCLUDES C & D	10.83	5.0	3.0	84.0		30.3	51.2	67.3	95.2	

LEGEND	
	PROPERTY LINE
	EXISTING MAJOR CONTOUR
	EXISTING MINOR CONTOUR
	PROPOSED MAJOR CONTOUR
	PROPOSED MINOR CONTOUR
	PROPOSED DRAINAGE AREA BOUNDARY
	EXISTING DRAINAGE AREA BOUNDARY
	PE 1 DRAINAGE AREA DESIGNATION
	FLOW ARROW



CIVIL ENGINEERING AND PLANNING
(972) 822 - 1682
TYPE FIRM REGISTRATION NO. F-22664

MAC HAIK QUICK LANE

DRAINAGE PLAN

DATE	11/13/2023
PROJECT NO.	23-008.0
DESIGNED BY	BLB
CHECKED BY	AHG

REVISIONS	DESCRIPTION	APPROVAL				
		NO.	1	2	3	4



11-13-23

TOPOGRAPHY AND TREE SURVEY FOR MAC HAIK

Tract 1 - 5.725 Acres all of Tract 2 and Tract 3

Tract 2 - 4.899 Acres

Leander Developers 4. LTD

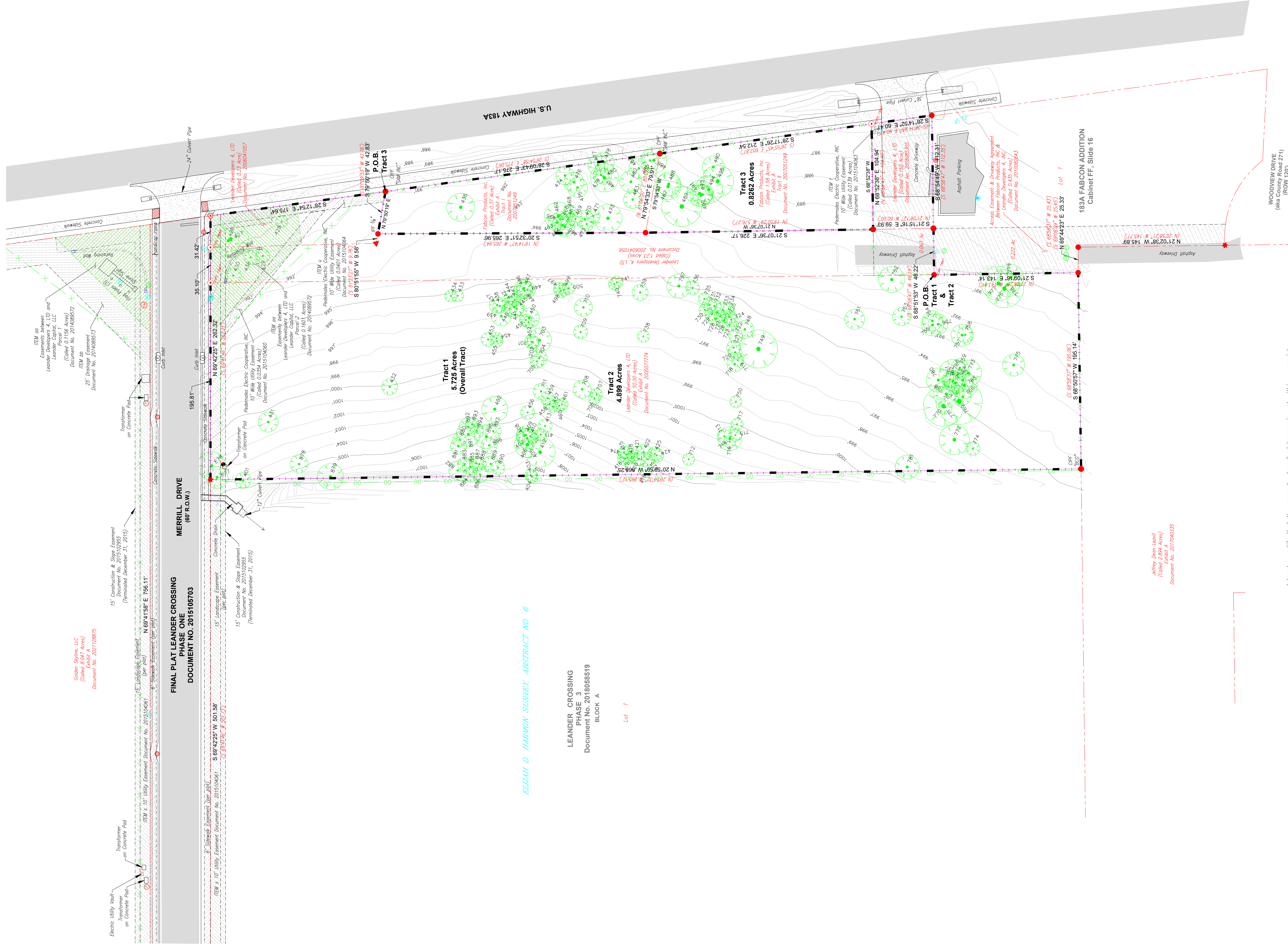
Document Nos. 200507774, 200604156, 2006041057 & 20008085305

Tract 3 - 0.8262 Acres

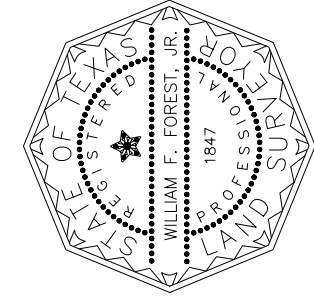
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Situated in the Elijah D. Harmon Survey, Abstract No. 6

**Williamson County, Texas
U.S. Highway 183A, Leander**



I hereby certify that the property described hereon is not within a special flood hazard area Zone as identified by the Federal Emergency Management Agency, flood hazard boundary map revised as per Map Number 48491C04555F, effective date 12/20/2019. A Flood Hazard study to identify additional areas of flood hazard is not included in this survey.



I, The undersigned does hereby certify that this survey was made on the ground of the property legally described hereon, under my supervision. This plot is correct to the best of my knowledge and belief and identifies any evidence of utilities, boundary line conflicts, shortages in area, protrusions, intrusions, and overlapping of significant improvements. This property abuts a public roadway, except as shown hereon.

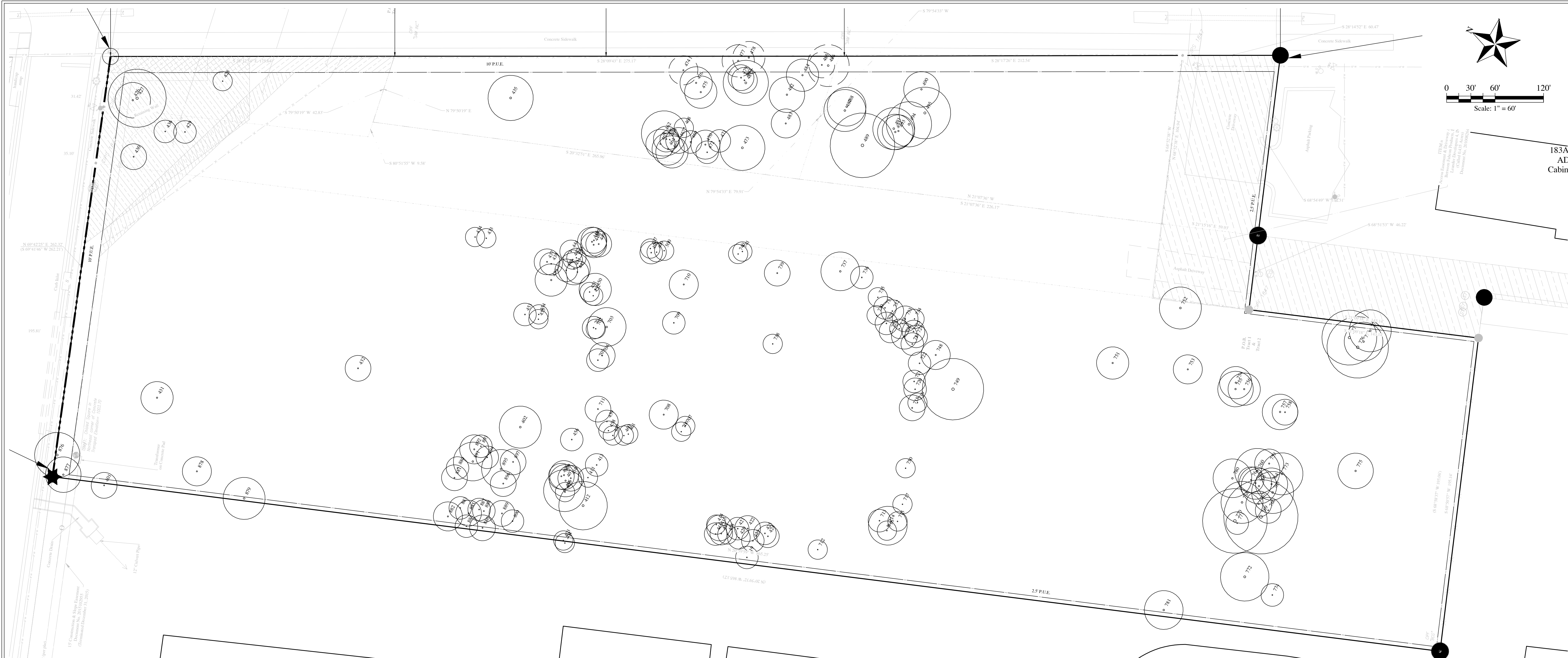
William F. Forest
William F. Forest, Jr. R.P.L.S. 1847

*Forest Surveying & Mapping Company
1002 Ash St. Georgetown, Texas
Phone: 512-930-5927*

Phone: 312-330-3921
www.forestsurveying.com
TRB'S FIRM NO 10002000


 Surveying Services are regulated by the Texas Board of Professional Engineers and Land Surveyors
 1917 S Interstate 35 Austin, TX 78741, US (512) 440-7723
TBPLS FIRM NO. 10002000

Revision	Drawing Date: May 9, 2023
	Field Book/Page: 160/37
	PP: P-VIAIK
	Dwg: HAIK.dwg
	L0: 183A Toll Road PC 1
	Forest Surveying & Mapping Co. © 2023





CIVIL ENGINEERING AND PLANNING
(972) 822 - 1682
TBPE FIRM REGISTRATION NO. F-22664

MAC HAIK QUICK LANE

TREE PROTECTION PLAN (2 of 2) (TREE TABLE)

TREE NUMBER	TREE TYPE	CALIPER INCHES	REMOVED	PROTECTED	HERITAGE	REASON FOR REMOVAL
402	Live Oak	13"		13"		
406a	Live Oak	9"		9"		
406b	Live Oak	8"		8"		
407	Live Oak	10"		10"		
408	Live Oak	8"		8"		
409	Live Oak	9"		9"		
410	Live Oak	8"		8"		
412	Live Oak	12"		12"		
415	Live Oak	8"		8"		
422	Live Oak	10"		10"		
426	Live Oak	8"		8"		
427	Live Oak	10"		10"		
430	AMER PLUM	8"		8"		
431	Live Oak	10"		10"		
432	Live Oak	8"		8"		
437	Live Oak	8"		8"		
447	Live Oak	8"		8"		
448	Live Oak	8"		8"		
449	Live Oak	8"		8"		
462a	Live Oak	10"		10"		
462b	Live Oak	8"		8"		
463	Live Oak	9"		9"		
464	Live Oak	10"		10"		
465	Live Oak	10"		10"		
467	Live Oak	8"		8"		
470	Live Oak	9"		9"		
473	Live Oak	14"		14"		
474	Live Oak	9"	9"			PUB UTIL
475	Live Oak	10"		10"		
476	Live Oak	10"		10"		
477	Live Oak	10"	10"			PUB UTIL
478	Live Oak	10"	10"			PUB UTIL
479	Live Oak	8"		8"		
480	Live Oak	8"		8"		
481	Live Oak	14"		14"		
482	Live Oak	11"		11"		
483	Live Oak	9"		9"		
484	Live Oak	10"		10"		
485	Live Oak	8"	8"			PUB UTIL
486	Live Oak	13"	13"			PUB UTIL
487	Live Oak	13"		13"		
488	Live Oak	12"		12"		
489a	Live Oak	16"				
489b	Live Oak	8"		8"		
490	Live Oak	11"		11"		

TREE NUMBER	TREE TYPE	CALIPER INCHES	REMOVED	PROTECTED	HERITAGE	REASON FOR REMOVAL
491	Live Oak	13"		13"		
492	Live Oak	11"		11"		
493	Live Oak	10"		10"		
494	Live Oak	14"		14"		
495	Live Oak	16"		16"		
496	Live Oak	8"		8"		
703	Live Oak	8"		8"		
704	Live Oak	8"		8"		
710	Live Oak	9"		9"		
711	Live Oak	8"		8"		
714a	Live Oak	8"		8"		
714b	Live Oak	8"		8"		
718	Live Oak	8"		8"		
726	Live Oak	8"		8"		
733	Live Oak	8"		8"		
737a	Live Oak	8"		8"		
737b	Live Oak	8"		8"		
739	Live Oak	8"		8"		
749	Live Oak	12"		12"		
751	Live Oak	10"		10"		
752	Live Oak	13"		13"		
753	Live Oak	9"		9"		
754	Live Oak	10"		10"		
755	Live Oak	8"		8"		
756	Live Oak	10"		10"		
757	Live Oak	11"		11"		
758	Live Oak	8"		8"		
759	Live Oak	9"		9"		
760	Live Oak	14"		14"		
761	Live Oak	8"		8"		
762	Live Oak	10"		10"		
763	Live Oak	11"		11"		
764	Live Oak	10"		10"		
765	Live Oak	13"		13"		
766	Live Oak	8"		8"		
767	Live Oak	8"		8"		
768	Live Oak	13"		13"		
769a	Live Oak	15"		15"		
769b	Live Oak	15"		15"		
770	Live Oak	20"		20"		
772	Live Oak	12"		12"		
773	Live Oak	10"		10"		
775	Live Oak	11"		11"		
776a	Live Oak	13"		13"		
776b	Live Oak	11"		11"		

TREE NUMBER	TREE TYPE	CALIPER INCHES	REMOVED	PROTECTED	HERITAGE	REASON FOR REMOVAL
777a	Live Oak	12"		12"		
777b	Live Oak	9"		9"		
778	Live Oak	12"		12"		
779	Live Oak	13"		13"		
780	Live Oak	12"		12"		
781a	Live Oak	8"		8"		
781b	Live Oak	8"		8"		
876	Live Oak	14"		14"		
877	Live Oak	11"		11"		
878	Live Oak	9"		9"		
879a	Live Oak	9"		9"		
879b	Live Oak	8"		8"		
881	Live Oak	8"		8"		
882	Live Oak	9"		9"		
885	Live Oak	8"		8"		
886	Live Oak	8"		8"		
889	Live Oak	8"		8"		
891	Live Oak	12"		12"		
892	Live Oak	9"		9"		
895	Live Oak	12"		12"		
896	Live Oak	8"		8"		
897	Live Oak	8"		8"		

TREE PRESERVATION PLAN (PUBLIC IMPROVEMENTS)

TREE SIZE (in caliper inches)	TOTAL INCHES	SAVED INCHES	SAVED INCHES %	REMOVED INCHES	REMOVED INCHES %
8" TO 18"	1105"	1055"	95%	50"	5%
>18" TO 26"	20"	20"	100%	0"	0%
SUBTOTAL 8" TO 26"	1125"	1075"	96%	50"	4%
>26" HERITAGE	0"	0"	N/A	0"	N/A
TOTAL	1125"	1075"	96%	50"	4%

TOTAL TREES

TREE SIZE (in caliper inches)	TOTAL TREES	SAVED TREES	SAVED TREE %	REMOVED TREES	REMOVED TREES %
8" TO 18"	111"	106"	95%	5"	5%
>18" TO 26"	1"	1"	100%	0"	0%
SUBTOTAL 8" TO 26"	112"	107"	96%	5"	4%
>26" HERITAGE	0"	0"	N/A	0"	N/A
TOTAL	112"	107"	96%	5"	4%

MITIGATION PLAN

TREE SIZE (in caliper inches)	>50% REMOVAL	1:1 REPLACEMENT	2:1 REPLACEMENT	3:1 REPLACEMENT	FEES
8" TO 18"	0"	0"	-	-	-
>18" TO 26"	0"	-	0"	-	-
>26" HERITAGE	-	-	-	0"	\$0
TOTAL	0"	0"	0"	0"	\$0

Inches Removed w/o Mitigation (TREES 8" TO 18")

50"

Inches Removed w/o Mitigation (TREES >18" TO 26")

0"

*Mitigation shall be required at a 1:1 caliper inch basis for significant trees between eight (8) and eighteen (18) caliper inches

*Mitigation shall be required at a 2:1 caliper inch basis for significant trees greater than eighteen (18) caliper inches and less than twenty-six (26) caliper inches.

*Mitigation shall be required at a 3:1 caliper inch basis for Heritage Trees and a mitigation fee in the amount of \$300.00 per caliper inch removed.

*If payment in lieu of replacement trees is approved by the Planning Director, the fee shall be equal to one hundred fifty dollars (\$150) per caliper inch of replacement tree

NOTES:
1. IN THE EVENT OF A CONFLICT WITH TREE REMOVAL/PRESERVATION CALL OUTS ON PLAN SHEET(S) VERSUS TREE REMOVAL/PRESERVATION MATRIX, THE TREE REMOVAL/PRESERVATION MATRIX SHALL APPLY. IT IS THE CONTRACTORS RESPONSIBILITY TO VERIFY WITHIN AN APPROVED PLAN SET. NO IN-FIELD CHANGES ARE MADE TO APPROVED PLANS, NO EXCEPTIONS

LEGEND

—

PROPERTY LINE

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WATER LINE

○

TREES

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TREES-DEMO

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FENCE

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EASEMENT LINE

DATE
11/13/2023

PROJECT NO.
23-008.0

DESIGNED BY
BLB

CHECKED BY
AHG

REVISIONS	NO.	DESCRIPTION	DESIGNED BY	APPROVED BY	DATE
	1				
	2				
	3				
	4				
	5				
	6				





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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, December 14, 2023
Regular Meeting at 6:00 PM



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

**Place 5 – James Oliver, *Vice-Chair*
Place 6 – Laura Lantrip, *Chair*
Place 7 – Scott Calame**

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

Call to Order.

Meeting called to order at 6:00 p.m.

Roll Call.

All commissioners were present except Commissioner Scott Calame.

Director's Report to the Planning & Zoning Commission on actions taken by the City Council at the December 7, 2023 meeting.

Review of meeting protocol.

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

No one wished to speak.

CONSENT AGENDA: ACTION

Motion: Approve Consent Agenda Items 1 through 9.

By: John Cosgrove

Seconded: Ron May

Yes: Donnie Mahan, John Cosgrove, Ron May, Deirdre Moss, James Oliver, Vice Chair, Laura Lantrip, Chair.

No: None

Abstain: None

1. Approval of the minutes for meeting held on November 9, 2023.
2. Approval of Subdivision Case SFP-22-0009 regarding Moon Valley Short Form Final Plat on two (2) parcels of land approximately 8.8 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R319362 and R031223; generally located 1,000 feet to the southwest of the

intersection of East Crystal Falls Parkway and Ronald W. Reagan Boulevard, Leander, Williamson County, Texas.

3. Approval of Subdivision Case FP-22-0007 regarding Leander Collective Final Plat on eight (8) parcels of land approximately 11.45 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R036221, R036220, R036219, R036218, R036216, R036215, R619681 and R619682; generally located to the northeast of Horseshoe Drive and South West Drive, Leander, Williamson County, Texas.
4. Approval of Subdivision Case FP-22-0018 regarding Garlock Subdivision Final Plat on one (1) parcel of land approximately 44.628 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District R649817; generally located to the south of Gabriel's Horn Road and west of Donetto Drive, Leander, Williamson County, Texas.
5. Approval of Subdivision Case FP-23-0050 regarding Harmony Public School Final Plat on eight (8) parcels of land approximately 24.89 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R508115, R508114, R508113, R031592, R031591, R031590, R031595 and R031594; generally located on the north side of Hero Way between 183A Toll Road and Ronald W. Reagan Boulevard, Leander, Williamson County, Texas.
6. Approval of Subdivision Case FP-23-0063 regarding Travisso Phase 3, Section 10 Final Plat on one (1) parcel of land approximately 52.309 acres $\pm$ in size, more particularly described by Travis County Central Appraisal District Parcel 844740; generally located north of Portobello Road and east of Gilded Crest Drive, Leander, Travis County, Texas.
7. Approval of Subdivision Case FP-23-0096 regarding Cantwell Tract Lot 4A & 4B replat on one (1) parcel of land approximately 3.191 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District parcel R553028; generally located east of 183A Toll Road and north of E Crystal Falls Parkway, Leander, Williamson County, Texas.
8. Approval of Subdivision Case PP-22-0027 to approve the Bar W Ranch W Phase 8 Preliminary Plat on three (3) parcels of land approximately 80.373 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R523945, R544597 and R652645; generally located at the south east intersection of Bar W Ranch Boulevard and CR 267, Leander, Williamson County, Texas.
9. Approval of Subdivision Case PP-23-0033 regarding Lone Star Landing Phase One Preliminary Plat on one (1) parcel of land approximately 15.37 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R031560; generally located at 610 and 800 County Road 177, Leander, Williamson County, Texas.

PUBLIC HEARING: ACTION

10. Conduct a Public Hearing regarding Subdivision Case CP-23-0023 to adopt the Mac Haik Quick Lane Concept Plan and Preliminary Plat on seven (7) parcels of land approximately 5.725 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R474912, R457903, R031360, R500607, R485578, R474901, and R305748; generally located at the south west corner of Merrill Drive and 183A Toll Road, Leander, Williamson County, Texas.

- Discuss and consider action regarding Subdivision Case CP-23-0023 as described above.

Motion: Approve Concept Plan CP-23-0023

By: Donnie Mahan

Seconded: Deirdre Moss

Yes: Donnie Mahan, John Cosgrove, Ron May, Deirdre Moss, James Oliver, Vice Chair, Laura Lantrip, Chair.

No: None

Abstain: None

11. Conduct a Public Hearing regarding Subdivision Case CP-23-0026 to adopt the Highway 29 Commercial Concept Plan on one parcel of land approximately 50.74 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District parcel R032262; generally located approximately 1,500 feet to the west of the intersection of SH 29 and Ronald W Reagan Blvd, on the south side of SH 29, Leander, Williamson County, Texas.

- Discuss and consider action regarding Subdivision Case CP-23-0026 as described above.

- a. Staff Presentation
- b. Applicant Presentation
- c. Open Public Hearing
- d. Close Public Hearing
- e. Discussion
- f. Consider Action

Motion: Approve Concept Plan CP-23-0026

By: James Oliver, Vice Chair

Seconded: Ron May

Yes: Donnie Mahan, John Cosgrove, Ron May, Deirdre Moss, James Oliver, Vice Chair, Laura Lantrip, Chair.

No: None

Abstain: None

12. Conduct a Public Hearing and consider action regarding Zoning Case Z-23-0098 to amend the current zoning of Interim SFS-2-B (Single-Family Suburban) and Interim SFR-1-B (Single-Family Rural) to GC-2-B (General Commercial) on one (1) parcel of land approximately 6.314 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R031278; and more commonly known as 17451 Ronald W Reagan Boulevard, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-23-0098 as described above.

- a. Staff Presentation
- b. Applicant Presentation
- c. Open Public Hearing
- d. Close Public Hearing
- e. Discussion
- f. Consider Action

Motion: Approve Zoning Case Z-23-0098

By: James Oliver, Vice Chair

Seconded: Ron May

Yes: Donnie Mahan, John Cosgrove, Ron May, Deirdre Moss, James Oliver, Vice Chair, Laura Lantrip, Chair.

No: None

Abstain: None

13. Conduct a Public Hearing and consider action regarding Comprehensive Plan Case CPA-23-0008 to adopt an updated Comprehensive Plan including the update of the future land use plan and map; and to provide for related matters; Williamson & Travis Counties, Texas.

- Discuss and consider action regarding Comprehensive Plan Case CPA-23-0008 as described above.
 - a. Staff Presentation
 - b. Applicant Presentation
 - c. Open Public Hearing
 - d. Close Public Hearing
 - e. Discussion
 - f. Consider Action

Motion: Approve to postpone CPA-23-0008 until the December 28, 2023, Planning and Zoning meeting, so staff can make the following changes.

1. Update the Urban Mixed Use land use category to reduce the residential the following range: 0% to 50%.
2. Allow for vertical mixed as part of Urban Mixed Use land use category.

By: James Oliver,
Seconded: John Cosgrove

Yes: Donnie Mahan, John Cosgrove, Ron May, Deirdre Moss, James Oliver, Vice Chair, Laura Lantrip, Chair.

No: None

Abstain: None

REGULAR AGENDA

14. Discuss and consider action on Tree Removal Case TRP-23-0018 regarding removal of ten (10) Heritage Trees and fifteen (15) Significant Trees associated with the Heritage Grove Business Park Site Development Project located at 502 Heritage Grove Road, Leander, Williamson County, Texas.

- a. Staff Presentation
- b. Applicant Presentation
- c. Discussion
- d. Consider Action

Motion: Approve Tree Removal Case TRP-23-0018

By: Ron May

Seconded: James Oliver, Vice Chair

Yes: Donnie Mahan, John Cosgrove, Ron May, Deirdre Moss, James Oliver, Vice Chair, Laura Lantrip, Chair.

No: None

Abstain: None

15. Discuss and consider action on updates to the Roadway Impact Fee Service Area Map and the Roadway Impact Fee Study.

- a. Staff Presentation
- b. Discussion

c. Consider Action

Motion: Approve Roadway Impact Fee Service Area Map Update and the Roadway Impact Fee Study Update.

By: Ron May

Seconded: Deirdre Moss

Yes: Donnie Mahan, John Cosgrove, Ron May, Deirdre Moss, James Oliver, Vice Chair, Laura Lantrip, Chair.

No: None

Abstain: None

16. Adjournment Meeting adjourn at 6:54 p.m.

APPROVED

LAURA LANTRIP, CHAIR

ATTEST:

VERONICA TOVAR, PLANNING COORDINATOR



EXECUTIVE SUMMARY
12/21/2023

AGENDA SUBJECT:

Discuss and consider action on Tree Removal Case TRP-23-0018 regarding removal of ten (10) Heritage Trees and fifteen (15) Significant Trees associated with the Heritage Grove Business Park Site Development Project located at 502 Heritage Grove Road, Leander, Williamson County, Texas.

BACKGROUND:

This request is the first step in the tree removal request process. This request includes the development of a business/warehouse park located off Heritage Grove Road. During the site development process, the applicant is requesting to remove ten (10) Heritage Trees and fifteen (15) Significant Trees.

Staff recommends approval of this request.

HISTORY/TIMELINE:

12/14/2023 – Planning & Zoning Commission, 1st Public Hearing

APPLICANT/AGENT:

Langan Engineering (Emily Mahoney) on behalf of EastGroup Properties, LP (Reid Dunbar)

RECOMMENDATION:

Staff recommends approval of this request. The Planning & Zoning Commission unanimously approved the request during the December 14, 2023 meeting.

PRESENTER:

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

Fiscal Impact

N/A

Attachments:

1. TRP-23-0018 Att 1 Planning Analysis
2. TRP-23-0018 Att 2 Location Map
3. TRP-23-0018 Att 3 Aerial Map
4. TRP-23-0018 Att 4 Letter of Intent
5. TRP-23-0018 Att 5 Tree Removal Exhibit

6. TRP-23-0018 Att 6 Tree Inventory
7. 12-14-2023 P & Z Minutes



PLANNING ANALYSIS

TREE REMOVAL CASE TRP-23-0018 HERITAGE GROVE WAREHOUSES

GENERAL INFORMATION

Owner/Agent: Langan Engineering (Emily Mahoney) on behalf of EastGroup Properties, LP (Reid Dunbar).

Current Zoning: PUD (Planned Unit Development)
Base zoning of HC-4-D (Heavy Commercial)

Size and Location: The property is located 502 Heritage Grove Road, including approximately 44.13 acres.

Staff Contact: Cory Dale,
Planner

APPLICANT REQUEST

The applicant has submitted a request to remove ten (10) Heritage Trees (a total of 303" caliper inches) and fifteen (15) Significant Trees (a total of 322.5" caliper inches) due to site development improvements on site. Per Composite Zoning Ordinance, Article VI, Section 1(c), removal of Heritage and/or Significant Trees greater than eighteen (18") caliper inches require the approval of the Planning and Zoning Commission and, in the case of Heritage Trees, the City Council.

This Commission will also notice, both the arborist report and tree removal exhibit contain three (3) Heritage Trees (tree numbers 251, 346 and 11240) and four (4) Significant Trees (tree numbers 216, 708, 711 and 10227) that will be removed without mitigation due to dead/diseased and hazardous designation by the arborist. These trees were included in the arborist report and tree removal exhibit for transparency.

SITE INFORMATION:

ABUTTING ZONING AND LAND USE:

	ZONING	LAND USE
NORTH	ETJ	Residential
EAST	HC-4-C	Undeveloped
SOUTH	PUD (SF)	Residential
WEST	SFC-2-B	Residential

SURROUNDING AREA:

This property is located at 502 Heritage Grove Road as parcel R651429. To the north of the property is large lot residential lots of Wiley Creek Estates Phase 2. The east tracts are undeveloped and zoned Heavy Commercial and Heavy Industrial. To the south and across Heritage Grove Road, is the Reserve at North Fork subdivision and to the east is the Haven Oaks subdivision.

PHYSICAL AND NATURAL FEATURES:

This property contains no floodplain and heavy tree cover towards the rear of the lot.

MAJOR CORRIDORS:

This property has access onto Heritage Grove Road.

EXISTING UTILITIES:

This property has access to both water and wastewater within the ROW of Heritage Grove.

CURRENT LAND USES:

This property is currently being used as residential.

APPROVAL CRITERIA:

The Composite Zoning Ordinance includes the following tree mitigation requirements:

- Up to 50% of Significant Trees between eight (8”) and eighteen (18”) caliper inches may be removed without mitigation. The replacement ratio is 1:1.
- Trees 18 to 26 caliper inches may be removed with the approval of the Commission and a replacement ratio of 2:1.
- Heritage Trees (>26) require approval by the Commission and Council, a replacement ratio of 3:1, and a removal fee in the amount of \$300 per caliper inch.

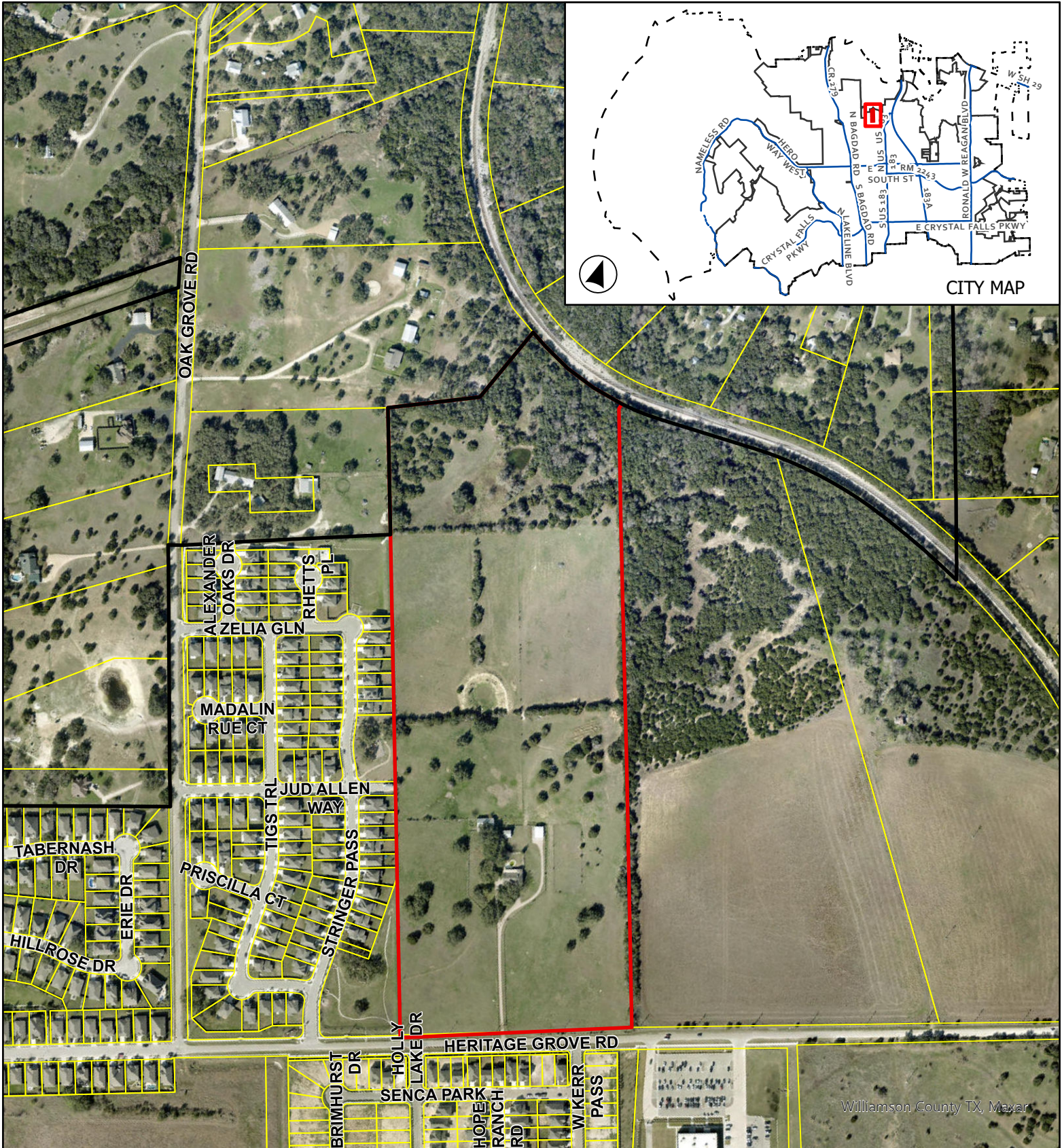
Below, please see the proposed tree removal calculations per the SD-23-0109 Heritage Grove Warehouses Site Development Permit:

Large Significant Trees Removed(2:1)		
Tree #	Species	Caliper Inch
203	Live Oak	22
246	Live Oak	18
345	Cedar	20.5
419	Live Oak	24
424	Live Oak	22
425	Live Oak	25.5
706	Live Oak	23.5
707	Live Oak	23
709	Live Oak	21
10748	Live Oak	19
10221	Live Oak	22.5
11456	Live Oak	18
12246	Live Oak	21.5
12419	Live Oak	18
13246	Live Oak	24

Heritage Trees Removed (3:1)		
Tree #	Species	Caliper Inch
202	Live Oak	28.5
238	Live Oak	28.5
247	Live Oak	27
250	Live Oak	33.5
252	Live Oak	33.5
253	Live Oak	31
426	Live Oak	30.5
751	Live Oak	29
11247	Live Oak	31.5
11419	Live Oak	30

Mitigation Calculations	
Heritage Inches Removed (3:1)	909"
Small Significant Total Inches Removed (50% of Trees need to be Mitigated For)	468.5"
Large Significant Inches Removed (2:1)	645"
Total Inches that need to be Mitigated	2,022.5"
Total Preserved Inches under 8" Caliper	1,417.5"
Preserved Inches $\geq$ 8" Caliper (Hackberry/Osage exempt)	2,371"
Total Preserved Inches Towards Mitigation	3,788.5"
Total Excess Preserved Inches	1,766"

Applicant will pay the \$300 per caliper inch for heritage tree removal (303" caliper inches at \$300 = \$90,900) through the project account. For tree mitigation requirements, the applicant is applying tree preservation and understory credits toward mitigation requirements negating any fee-in-lieu, overplanting or oversized landscaping.



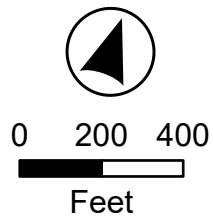
CASE: TRP-23-0018

ATTACHMENT 3

HERITAGE GROVE

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

2 November 2023

City of Leander
705 Leander Drive
Leander, Texas 78641

**Re: Letter of Intent
Tree Removal Request
Heritage Grove Road, Leander, Texas
Langan Project No.: 531020901**

This letter of intent accompanies a submission for a significant and/or heritage tree removal request for a site located at 500 Heritage Grove Road, Leander, TX. The site is currently being designed as a speculative warehouse/business park including seven buildings totaling approximately 558,000 SF. There are multiple significant and heritage trees located on the existing site.

Tree Mann Solutions provided a detailed tree survey of the site in August 2022, the results of which are provided with this submittal. Following a significant storm event, Tree Mann Solutions reinspected the trees on the site to assess any storm damage in March 2023, the results of which are provided with this submittal. Photos of all surveyed trees are included in the provided excel document, and trees that were found to have health and viability concerns are clearly indicated.

There are several concentrated areas within the site that have a larger number of significant and heritage trees. These include the northern (rear) portion of the site, a group of trees in the vicinity of the previous home on the property, and a section along the southwestern property boundary. The site has been designed to protect as many trees as can reasonably be saved in these areas. As shown in the provided tree removal and mitigation plans, the site has left the majority of the northern portion untouched, with the access path for the water quality basin meandering through the trees to protect as many as possible. The trees located in the center and western sections of the site are being protected and designed around using tree wells and retaining walls to maintain their existing grade and protect their critical root zone. The site includes curvilinear internal drives as well as landscape islands to aid in the protection of these trees. With these design features, the site will protect 189 significant and heritage trees (>8"), of which 18 are large significant (>18") and 12 are heritage trees (>26").

While every effort has been made to design the site such that significant and heritage trees will be protected, there are trees whose locations are prohibitive to the development of the site. These trees are marked on the provided tree removal plan and identified to be removed. There are a total of 130 significant or heritage trees (>8") proposed to be removed. Of these, 15 trees

are large significant trees (>18") and 10 trees are heritage trees (>26") which are in good health and are proposed to be removed. These 25 trees are the trees subject to Planning & Zoning review and the tree removal permit. The provided tree mitigation and landscape plans show the proposed improvements to compensate for the removal of these trees. Below is a summary of the large significant trees and heritage trees proposed for removal. Trees marked in red were found to be DDI or Poor Condition, and require no mitigation.

Heritage:

- T202, a 28.5" live oak, was found to be in fair condition.
- T238, a 28.5" live oak, was found to be in fair condition.
- T247, a 27" live oak, was found to be in fair condition.
- T250, a 33.5" live oak, was found to be in fair condition. It presented a history of previous failures with significant new growth present.
- T251, a 39" live oak, was found to be in poor condition due to a history of previous failures and significant decay present. This tree is not ideal for preservation.
- T252, a 33.5" live oak, was found to be in fair condition. It exhibited an upright trunk and extensive canopy that is heavy to the west due to competition.
- T253, a 31" live oak, was found to be in fair condition. There was some basal damage and peeling bark observed. Further advanced study is warranted if retention is desired.
- T346, a 35" cedar elm, was found to be DDI (dead, diseased, imminent hazard) due to extensive storm damage. This tree is recommended for removal.
- T426, a 30.5" live oak, was found to be in fair condition. It had a few previous failures observed throughout an otherwise healthy canopy.
- T751, a 29" live oak, was found to be in fair condition.
- Tree 11240, a 29" live oak, was found to be in poor condition. It is not an ideal preservation candidate.
- T11247, a 31.5" live oak, was found to be in fair condition. It was originally surveyed as part of T247 but is a separate tree per City of Leander code.
- T11419, a 30" live oak, was found to be in fair condition. It presented a large cavity on the trunk with moderate response growth. Further advanced study is warranted if retention is desired. It was originally surveyed as part of T419 but is a separate tree per City of Leander code.

Large, protected/others:

- T203, a 22" live oak, was found to be in fair condition.
- T216, a 13" live oak, was found to be in very poor condition (DDI) due to observed defects; removal recommended.
- T246, an 18" live oak, was found to be in fair condition.
- T345, a 20.5" cedar elm, was found to be in fair condition. It presented a cavity approximately 10' above grade with moderate to significant response growth present and moderate lean to the north. Further advanced study is warranted if retention is desired.
- T419, a 24" live oak, was found to be in fair condition.
- T424, a 22" live oak, was found to be in fair condition. It was significantly unbalanced to the NNE.
- T425, a 25.5" live oak, was found to be in fair condition.

- T706, a 23.5" live oak, was found to be in fair condition.
- T707, a 23" live oak, was found to be in fair condition.
- T708, a 19" live oak, was found to be in poor condition. Nearly 25% canopy loss and other damaged limbs due to storm. Not a suitable preservation candidate.
- T709, a 21" live oak, was found to be in fair condition.
- T711, a 17" live oak, was found to be in poor condition due to previous storm damage and is not an ideal preservation candidate.
- T10221, a 22.5" live oak, was found to be in fair condition. It was originally surveyed as part of T221 but is a separate tree per City of Leander code.
- T10227, a 17" live oak, was found to be in very poor condition (DDI) due to extensive storm damage; removal recommended.
- T10748, a 19" live oak, was found to be in fair condition. It was originally surveyed as part of T748 but is a separate tree per City of Leander code.
- T11456, an 18" live oak, was found to be in fair condition. It was originally surveyed as part of T456 but is a separate tree per City of Leander code.
- T12246, a 21.5" live oak, was found to be in fair condition. It was originally surveyed as part of T246 but is a separate tree per City of Leander code.
- T12419, an 18" live oak, was found to be in fair condition. It presented a history of previous failures likely related to the winter ice storm. Further advanced study is warranted if retention is desired. It was originally surveyed as part of T419 but is a separate tree per City of Leander code.
- T13246, a 24" live oak, was found to be in fair condition. It was originally surveyed as part of T246 but is a separate tree per City of Leander code.

Sincerely,
Langan Engineering and Environmental Services, Inc.



Emily Mahoney, PE, CFM, LEED AP BD+C, CPESC
Senior Project Manager / Sustainability Leader

Significant Trees Preserved (8" to 18")			303	Live Oak	11	2	363	Live Oak	8
Tree	Species	Caliper Inch	305	Cedar Elm	16.5		364	Live Oak	8.5
239	Live Oak	14.5	306	Live Oak	8		365	Live Oak	9
255	Live Oak	9.5	319	Live Oak	8		366	Cedar Elm	11.5
259	Live Oak	8.5	320	Live Oak	8.5		367	Cedar Elm	16.5
261	Live Oak	9	323	Live Oak	8		401	Live Oak	10
262	Live Oak	8.5	326	Live Oak	8		402	Live Oak	8
263	Live Oak	9.5	327	Live Oak	8		403	Live Oak	9.5
264	Live Oak	8.5	329	Live Oak	8		404	Live Oak	9.5
266	Live Oak	8	330	Live Oak	8		405	Live Oak	9
267	Live Oak	8	331	Live Oak	8		406	Live Oak	9
268	Live Oak	9	332	Live Oak	10.5		407	Live Oak	9.5
269	Live Oak	8	333	Live Oak	10		408	Live Oak	10
270	Live Oak	9	334	Live Oak	8.5		409	Live Oak	9.5
271	Cedar Elm	12.5	335	Live Oak	8.5		410	Live Oak	8
272	Live Oak	15	336	Live Oak	10.5		411	Cedar Elm	12.5
274	Cedar Elm	16.5	337	Live Oak	13.5		412	Live Oak	8
275	Live Oak	8	338	Live Oak	10		414	Live Oak	8
277	Live Oak	8	339	Live Oak	9.5		415	Live Oak	8
278	Live Oak	8	340	Live Oak	10		416	Cedar Elm	17.5
279	Cedar Elm	13	341	Live Oak	8		417	Live Oak	8
280	Live Oak	9	342	Live Oak	10		480	Live Oak	8
281	Live Oak	8	343	Live Oak	11		481	Live Oak	8.5
282	Live Oak	8.5	347	Live Oak	10		482	Live Oak	15.5
283	Live Oak	9	348	Live Oak	9		483	Live Oak	8.5
286	Live Oak	10.5	349	Live Oak	8		485	Live Oak	8
288	Live Oak	9.5	353	Live Oak	11		486	Live Oak	9
289	Live Oak	9	354	Live Oak	8		489	Live Oak	9.5
290	Live Oak	11	355	Live Oak	8		490	Live Oak	9.5
291	Live Oak	11	356	Live Oak	9.5		492	Live Oak	8
292	Live Oak	9.5	357	Live Oak	9.5		493	Live Oak	8
293	Live Oak	9	358	Live Oak	9.5		494	Live Oak	8.5
294	Live Oak	9	360	Live Oak	8		495	Live Oak	8
297	Live Oak	8	361	Live Oak	9		500	Live Oak	17.5
298	Live Oak	11	362	Live Oak	8		10271	Cedar Elm	16
299	Live Oak	10					10272	Live Oak	9
300	Live Oak	11							
302	Live Oak	15.5							

10337	Live Oak	10	11271	Cedar Elm	13	313	Live Oak	10.5
11271	Cedar Elm	9.5	11337	Live Oak	9.5	314	Live Oak	8.5
11411	Cedar Elm	9	12411	Cedar Elm	15	315	Live Oak	8
223	Live Oak	14	225	Live Oak	16	316	Live Oak	9.5
226	Live Oak	15.5	227	Live Oak	15	317	Live Oak	8
228	Live Oak	12.5	229	Live Oak	15.5	318	Live Oak	8
239	Live Oak	14.5	239	Bur Oak	9	321	Live Oak	9
304	Live Oak	7	284	Live Oak	7	322	Live Oak	9.5
285	Live Oak	7	285	Live Oak	7	343	Live Oak	11
254	Live Oak	8.5	256	Live Oak	7.5	347	Live Oak	10
413	Live Oak	7.5	258	Live Oak	7	350	Live Oak	10.5
265	Live Oak	7	276	Live Oak	6.5	351	Live Oak	9
484	Live Oak	7	484	Live Oak	7	352	Live Oak	8
487	Live Oak	7.5	491	Live Oak	5.5	353	Live Oak	11
496	Live Oak	6	496	Live Oak	6	10301	Live Oak	12.5
497	Live Oak	7.5	301	Live Oak	16	10312	Live Oak	8
302	Cedar Elm	15.5	302	Cedar Elm	15.5	10236	Live Oak	16.5
307	Live Oak	12.5	307	Live Oak	12.5			
308	Live Oak	11.5	308	Live Oak	11.5			
309	Live Oak	9	309	Live Oak	9			
310	Live Oak	9	310	Live Oak	9			
311	Live Oak	10.5	311	Live Oak	10.5			
312	Live Oak	10.5	312	Live Oak	10.5			

Large Significant Trees Preserved (18" to 26")		
Tree	Species	Caliper Inch
257	Live Oak	25.5
258	Live Oak	18
273	Cedar Elm	18.5
10305	Cedar Elm	19
325	Live Oak	18.5
328	Cedar Elm	21.5
359	Cedar Elm	22
10001	Live Oak	21.5
11239	Live Oak	20
13239	Live Oak	18.5
13240	Live Oak	24
219	Live Oak	22
222	Live Oak	19.5
224	Live Oak	20
234	Live Oak	21
237	Live Oak	20
241	Live Oak	21.5
243	Live Oak	27

Heritage Trees Preserved		
Tree	Species	Caliper Inch
240	Live Oak	27.5
243	Live Oak	27
10002	Live Oak	26
12239	Live Oak	39
12240	Live Oak	26.5
201	Live Oak	38
231	Live Oak	33
232	Live Oak	31.5
233	Live Oak	30.5
235	Live Oak	28
236	Live Oak	28.5
242	Live Oak	32

Undersized Trees Being Preserved		
Tree	Species	Caliper Inch
1	Live Oak	5.5
2	Live Oak	6.5
3	Live Oak	6
4	Live Oak	7.5
5	Live Oak	4
6	Live Oak	5.5
7	Live Oak	6
8	Live Oak	7
9	Cedar Elm	7
10	Live Oak	6.5
11	Live Oak	7
12	Cedar Elm	5
13	Live Oak	7.5
14	Live Oak	7
15	Live Oak	7
16	Live Oak	7
17	Live Oak	6.5
18	Live Oak	6
19	Live Oak	6.5
20	Live Oak	6.5
21	Live Oak	4.5
22	Live Oak	7.5
23	Live Oak	6.5
24	Live Oak	6
25	Live Oak	5.5
26	Live Oak	7.5
27	Live Oak	6.5
28	Live Oak	5.5
29	Live Oak	5
30	Live Oak	6.5
31	Live Oak	5
32	Live Oak	7.5
33	Live Oak	4.5
34	Live Oak	7
35	Live Oak	7.5
36	Live Oak	6

37	Live Oak	4.5	96	Live Oak	7
38	Gum Bumelia	6	97	Live Oak	7.5
39	Live Oak	7	98	Live Oak	7.5
40	Live Oak	6.5	99	Live Oak	4
41	Live Oak	7	100	Live Oak	6
42	Live Oak	4.5	101	Live Oak	7
43	Live Oak	6.5	102	Live Oak	7.5
44	Live Oak	7	103	Live Oak	7
45	Live Oak	6.5	104	Live Oak	4
46	Live Oak	7	105	Live Oak	5
47	Live Oak	5.5	106	Live Oak	5
48	Live Oak	7	107	Live Oak	6
49	Live Oak	6.5	108	Live Oak	6.5
50	Live Oak	5.5	109	Live Oak	6.5
51	Live Oak	3	110	Live Oak	5
52	Live Oak	7.5	111	Live Oak	6.5
53	Live Oak	5.5	112	Live Oak	6.5
54	Live Oak	7	113	Live Oak	6.5
55	Live Oak	5	114	Live Oak	6.5
56	Live Oak	6	115	Live Oak	5
57	Live Oak	7	116	Live Oak	4
58	Live Oak	5.5	117	Live Oak	4
59	Live Oak	5.5	118	Live Oak	3
60	Live Oak	5.5	119	Live Oak	5
61	Live Oak	5.5	120	Live Oak	5.5
62	Live Oak	4.5	121	Live Oak	6.5
63	Live Oak	4.5	122	Cedar Elm	3
64	Live Oak	6	123	Live Oak	3
65	Live Oak	6.5	124	Live Oak	2.5
66	Live Oak	5	125	Live Oak	7.5
67	Live Oak	7	126	Live Oak	7.5
68	Live Oak	4	127	Live Oak	4
69	Live Oak	6.5	128	Live Oak	5
70	Live Oak	5	129	Live Oak	6
71	Live Oak	5	130	Live Oak	7
72	Live Oak	3.5	131	Live Oak	6.5
73	Live Oak	4	132	Live Oak	7.5
74	Live Oak	6.5	133	Live Oak	5.5

96	Live Oak	7
97	Live Oak	7.5
98	Live Oak	7.5
99	Live Oak	4
100	Live Oak	6
101	Live Oak	7
102	Live Oak	7.5
103	Live Oak	7
104	Live Oak	6.5
105	Live Oak	5
106	Live Oak	5
107	Live Oak	6
108	Live Oak	6.5
109	Live Oak	6.5
110	Live Oak	5
111	Live Oak	6.5
112	Live Oak	6.5
113	Live Oak	6.5
114	Live Oak	6.5
115	Live Oak	5
116	Live Oak	4
117	Live Oak	4
118	Live Oak	3
119	Live Oak	5
120	Live Oak	5.5
121	Live Oak	6.5
122	Cedar Elm	3
123	Live Oak	3
124	Live Oak	2.5
125	Live Oak	7.5
126	Live Oak	7.5
127	Live Oak	4
128	Live Oak	5
129	Live Oak	6
130	Live Oak	7
131	Live Oak	6.5
132	Live Oak	7.5
133	Live Oak	5.5
134	Live Oak	6
135	Live Oak	6
136	Live Oak	6
137	Live Oak	6.5
138	Live Oak	6.5
139	Live Oak	6.5
140	Live Oak	6.5
141	Live Oak	7
142	Live Oak	6.5
143	Live Oak	5.5
144	Live Oak	7
145	Live Oak	5
146	Live Oak	7.5
147	Live Oak	5
148	Live Oak	5
149	Live Oak	5.5
150	Live Oak	5
151	Live Oak	5
152	Live Oak	5
153	Live Oak	4
154	Live Oak	7
155	Live Oak	6.5
156	Live Oak	5
157	Live Oak	6
158	Live Oak	5.5
159	Live Oak	6
160	Live Oak	7.5
161	Live Oak	7
162	Live Oak	5.5
163	Live Oak	6
164	Live Oak	6
165	Live Oak	4.5
166	Live Oak	4
167	Live Oak	7
168	Live Oak	4
169	Live Oak	4
170	Live Oak	5
171	Live Oak	3
172	Live Oak	4
173	Live Oak	6
174	Live Oak	6.5
175	Live Oak	7
176	Live Oak	6
177	Live Oak	7
178	Live Oak	4.5
179	Live Oak	5.5
180	Live Oak	6
181	Live Oak	6.5
182	Live Oak	5
183	Live Oak	6.5
184	Live Oak	7.5
185	Live Oak	6
186	Live Oak	7
187	Cedar Elm	5.5
188	Live Oak	6
189	Live Oak	4.5
190	Live Oak	6
191	Live Oak	5.5
192	Live Oak	6.5
193	Live Oak	7
194	Live Oak	6.5
195	Live Oak	5
196	Live Oak	5
197	Live Oak	6
198	Live Oak	7.5
199	Live Oak	4.5

East Group Properties
500 Heritage Grove Rd.
Leander, TX, 78641

Thank you for the opportunity to serve you on this task. Tree identification, measurement, inspection, and arboriculture consultation were performed by a board-certified master arborist team which through related training and experience are familiar with the techniques and equipment used in such operations.

TMS was contacted regarding a property being studied for construction. The team wanted a better understanding of trees on site and their potential impacts/benefits to the project.

Summary:

- Tree Mann Solutions evaluated 13x Heritage (26"+), 16x large, protected (18-25.9"), and 3x smaller protected (8-17.9") trees proposed for removal with development of the subject property.
 - **Heritage:**
 - **T202**, a 28.5" live oak, was found to be in fair condition.
 - **T238**, a 28.5" live oak, was found to be in fair condition.
 - **T247**, a 27" live oak, was found to be in fair condition.
 - **T250**, a 33.5" live oak, was found to be in fair condition. It presented a history of previous failures with significant new growth present.
 - **T251**, a 39" live oak, was found to be in poor condition due to a history of previous failures and significant decay present. This tree is not ideal for preservation.
 - **T252**, a 33.5" live oak, was found to be in fair condition. It exhibited an upright trunk and extensive canopy that is heavy to the west due to competition.
 - **T253**, a 31" live oak, was found to be in fair condition. There was some basal damage and peeling bark observed. Further advanced study is warranted if retention is desired.
 - **T346**, a 35" cedar elm, was found to be DDI (dead, diseased, imminent hazard) due to extensive storm damage. This tree is recommended for removal.
 - **T426**, a 30.5" live oak, was found to be in fair condition. It had a few previous failures observed throughout an otherwise healthy canopy.
 - **T751**, a 29" live oak, was found to be in fair condition.
 - **T11240**, a 29" live oak, was found to be in poor condition. It is not an ideal preservation candidate.
 - **T11247**, a 31.5" live oak, was found to be in fair condition. It was originally surveyed as part of T247 but is a separate tree per City of Leander code.
 - **T11419**, a 30" live oak, was found to be in fair condition. It presented a large cavity on the trunk with moderate response growth. Further advanced study is warranted if retention is desired. It was originally surveyed as part of T419 but is a separate tree per City of Leander code.
 - **Large, protected/others:**
 - **T203**, a 22" live oak, was found to be in fair condition.
 - **T216**, a 13" live oak, was found to be in very poor condition (DDI) due to observed defects; removal recommended.
 - **T246**, an 18" live oak, was found to be in fair condition.
 - **T345**, a 20.5" cedar elm, was found to be in fair condition. It presented a cavity approximately 10' above grade with moderate to significant response growth present and moderate lean to the north. Further advanced study is warranted if retention is desired.
 - **T419**, a 24" live oak, was found to be in fair condition.
 - **T424**, a 22" live oak, was found to be in fair condition. It was significantly unbalanced to the NNE.
 - **T425**, a 25.5" live oak, was found to be in fair condition.
 - **T706**, a 23.5" live oak, was found to be in fair condition.
 - **T707**, a 23" live oak, was found to be in fair condition.
 - **T708**, a 19" live oak, was found to be in poor condition. Nearly 25% canopy loss and other damaged limbs due to storm. Not a suitable preservation candidate.
 - **T709**, a 21" live oak, was found to be in fair condition.

- **T711**, a 17" live oak, was found to be in poor condition due to previous storm damage and is not an ideal preservation candidate.
- **T10221**, a 22.5" live oak, was found to be in fair condition. It was originally surveyed as part of T221 but is a separate tree per City of Leander code.
- **T10227**, a 17" live oak, was found to be in very poor condition (DDI) due to extensive storm damage; removal recommended.
- **T10748**, a 19" live oak, was found to be in fair condition. It was originally surveyed as part of T748 but is a separate tree per City of Leander code.
- **T11456**, an 18" live oak, was found to be in fair condition. It was originally surveyed as part of T456 but is a separate tree per City of Leander code.
- **T12246**, a 21.5" live oak, was found to be in fair condition. It was originally surveyed as part of T246 but is a separate tree per City of Leander code.
- **T12419**, an 18" live oak, was found to be in fair condition. It presented a history of previous failures likely related to the winter ice storm. Further advanced study is warranted if retention is desired. It was originally surveyed as part of T419 but is a separate tree per City of Leander code.
- **T13246**, a 24" live oak, was found to be in fair condition. It was originally surveyed as part of T246 but is a separate tree per City of Leander code.

TMS recommends designing with good data, maintaining compliance with municipal tree regulations, and promoting healthy urban canopy through quality preservation and/or mitigation with new, well-planned plantings. If you have any questions and/or concerns regarding tree assessment on this site, please contact me at (512) 470-9073 or joe@treemannsolutions.com. We are here to help promote smart planning, aid efficient permitting, and ensure quality urban tree canopy preservation.

Respectfully,

Joe Zaniewski

Joe Zaniewski | Lead Project Manager

Tree Mann Solutions, LLC

Board Certified Master Arborist TX-4294B

Tree Risk Assessment Qualified (TRAQ)

Texas Oak Wilt Qualified #155 (TXOWQ)

TDA Applicator License No. 0798941

Texas Licensed Irrigator LI0024812

Tree Number	202
Imported Description \ Survey Number	
Tree Species	Live Oak
Diameter (DBH)	28.5
Multi Stem	
Condition	Fair
Notes	fair structure & vigor, deadwood 15%-30%, 75% potential canopy
Summary	



Photos



Tree Number	238
Imported Description \ Survey Number	
Tree Species	Live Oak
Diameter (DBH)	28.5
Multi Stem	
Condition	Fair
Notes	fair structure & vigor, deadwood 15%-30%, 75% potential canopy
Summary	Full, balanced canopy with healthy current seasons growth. Hazard deadwood to be removed.



Photos





Tree Number	247
Imported Description \ Survey Number	
Tree Species	Live Oak
Diameter (DBH)	27
Multi Stem	
Condition	Fair
Notes	fair structure & vigor, deadwood 15%-30%, 75% potential canopy
Summary	Full canopy with healthy current seasons growth. Hazard deadwood to be removed. Canopy growth toward S. Originally a part of 247 but divided into separate trees per Leander city code.



Photos



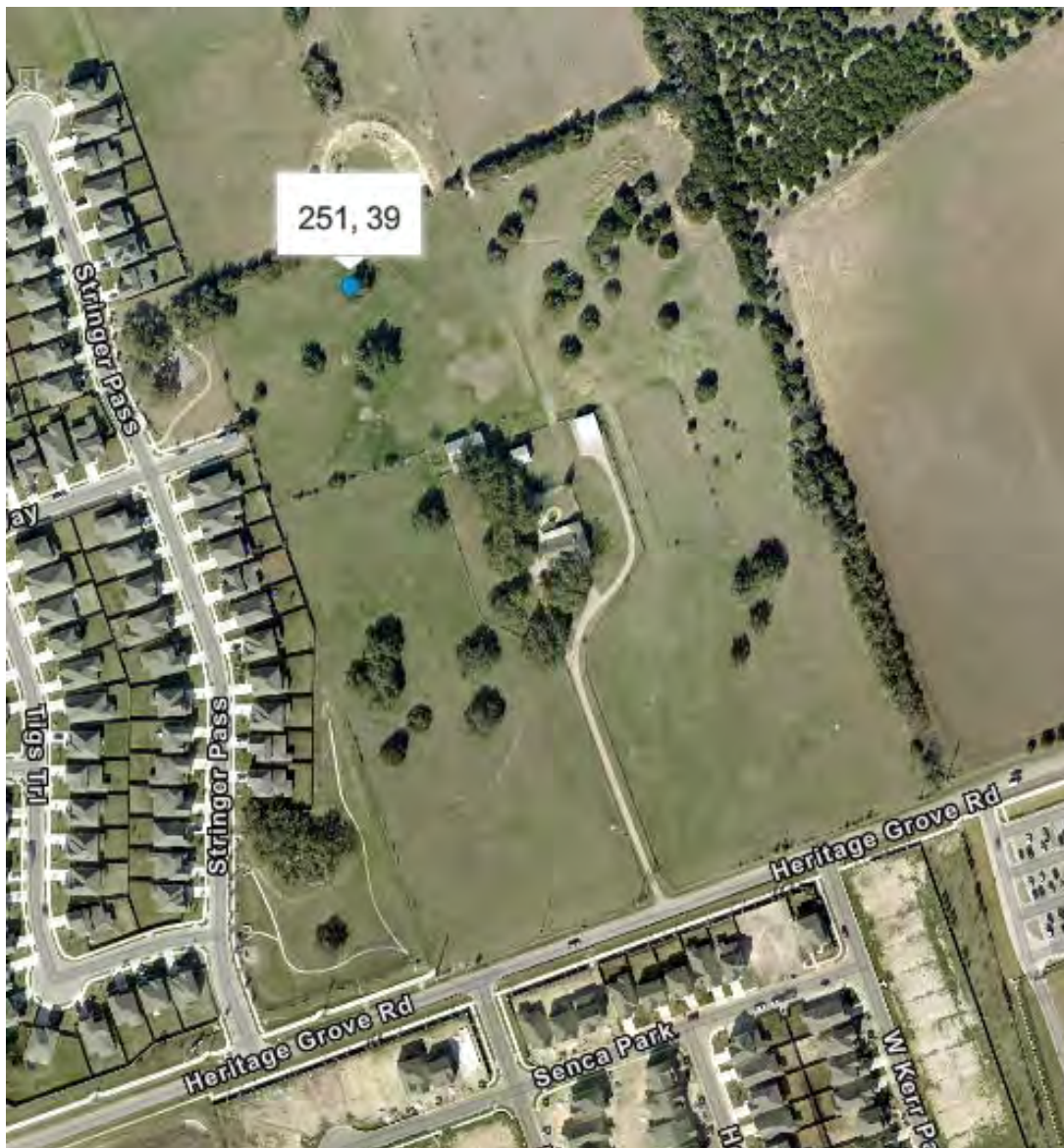
Tree Number	250
Imported Description \ Survey Number	
Tree Species	Live Oak
Diameter (DBH)	33.5
Multi Stem	
Condition	Fair
Notes	deadwood 15%-30%, 75% potential canopy, fair structure & vigor
Summary	History of failure on two major upright limbs in center of canopy; epicormic growth surrounding said failures. Overall tree health appears to be unaffected. Otherwise healthy canopy and minimal structural defects. Fair candidate for preservation.



Photos

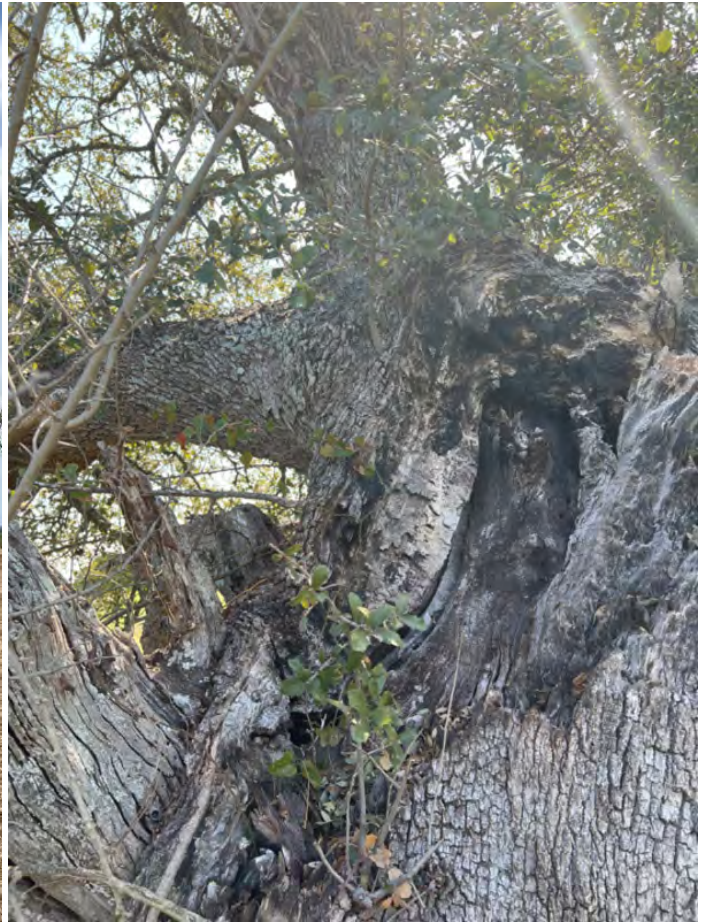


Tree Number	251
Imported Description \ Survey Number	
Tree Species	Live Oak
Diameter (DBH)	39
Multi Stem	
Condition	Poor
Notes	poor structure, fair vigor
Summary	Previous loss of the central leader has resulted in significant decay following into the remaining portion of the trunk. Minor amounts of response growth were observed on the eastern side of the damaged area. None on the western. Daylight can be seen through the trunk. The history of failures has resulted in 25% potential canopy of other similar sided, and similarly located specimens. Preservation may not be suitable without significant amounts of mitigation work.



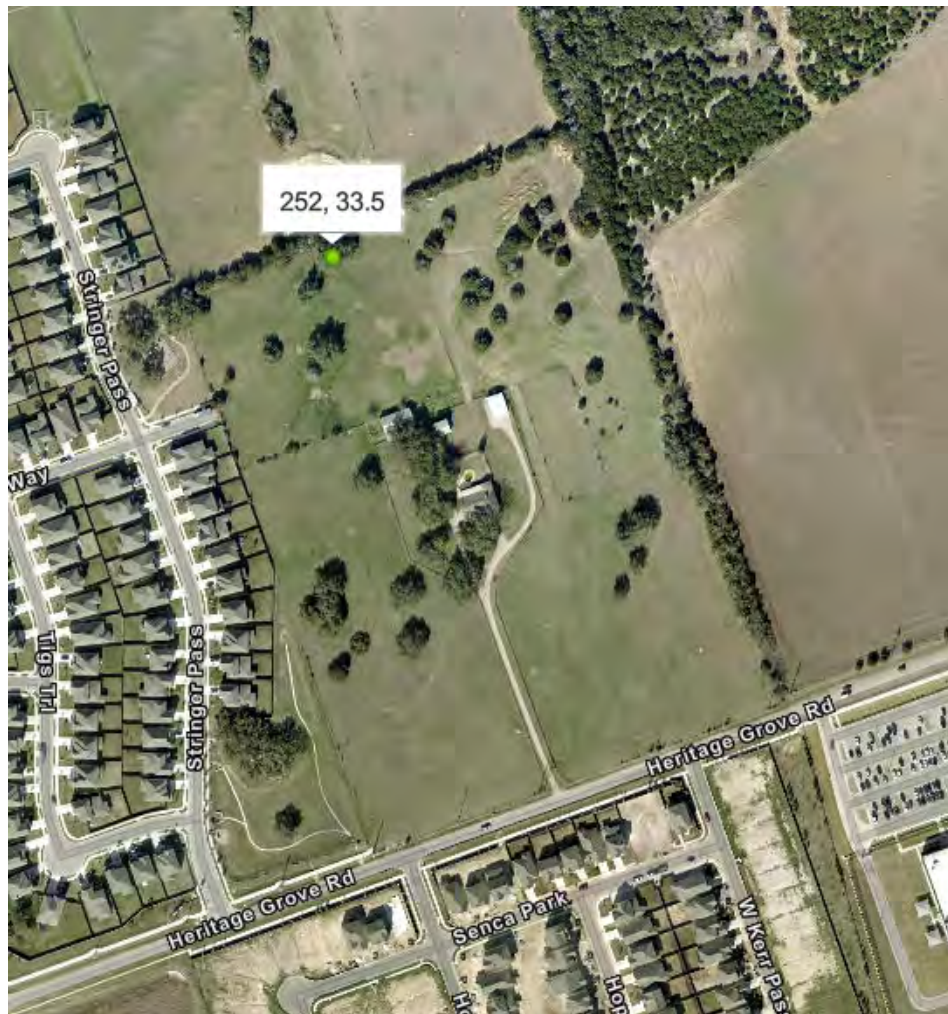
Photos







Tree Number	252
Imported Description \ Survey Number	
Tree Species	Live Oak
Diameter (DBH)	33.5
Multi Stem	
Condition	Fair
Notes	deadwood 15%-30%, 75% potential canopy, fair structure & vigor
Summary	Upright trunk with extensive canopy. Slight canopy lean west due to competition with neighboring live oak. Canopy at about 60-65% potential. Fair to good candidate for preservation.

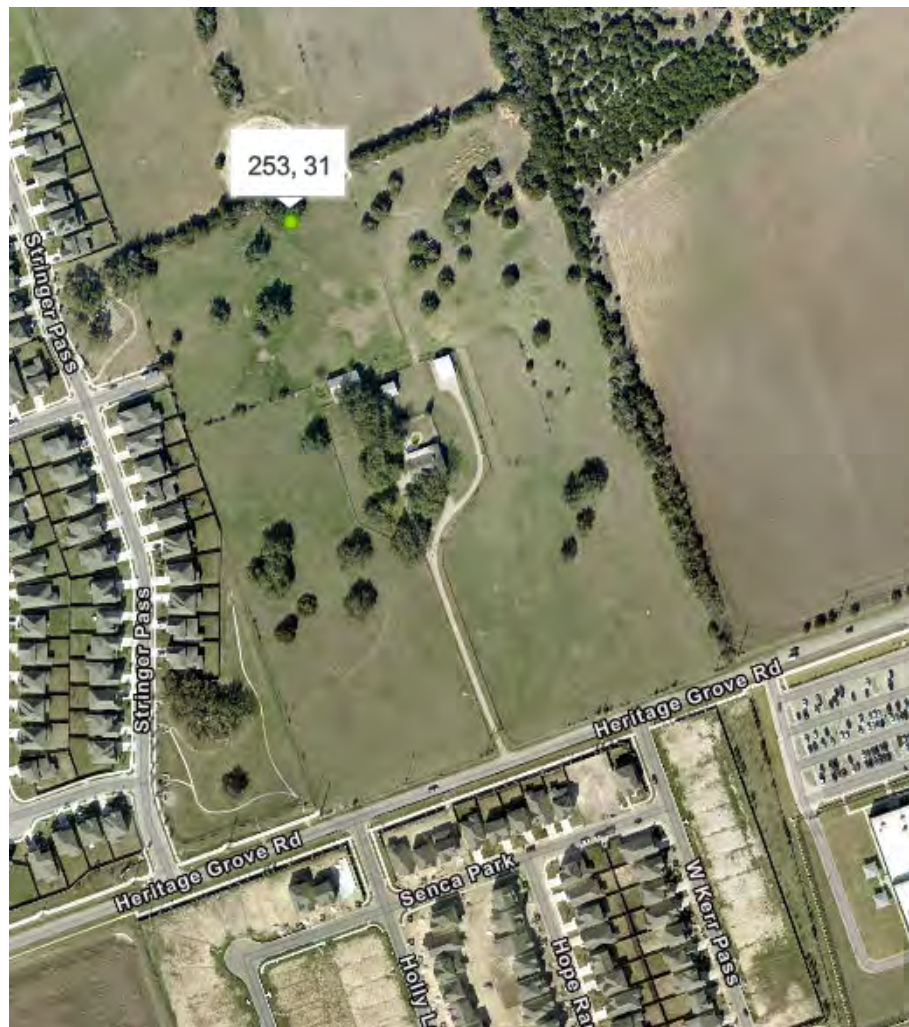


Photos





Tree Number	253
Imported Description \ Survey Number	
Tree Species	Live Oak
Diameter (DBH)	31
Multi Stem	
Condition	Fair
Notes	deadwood 15%-30%, 75% potential canopy, fair structure & vigor
Summary	Slight canopy lean east due to competition with neighboring live oak. Some peeling of bark in west side of base, further studies recommended if tree is preserved. Otherwise minimal defects observed and decent canopy. Fair candidate for preservation.



Photos





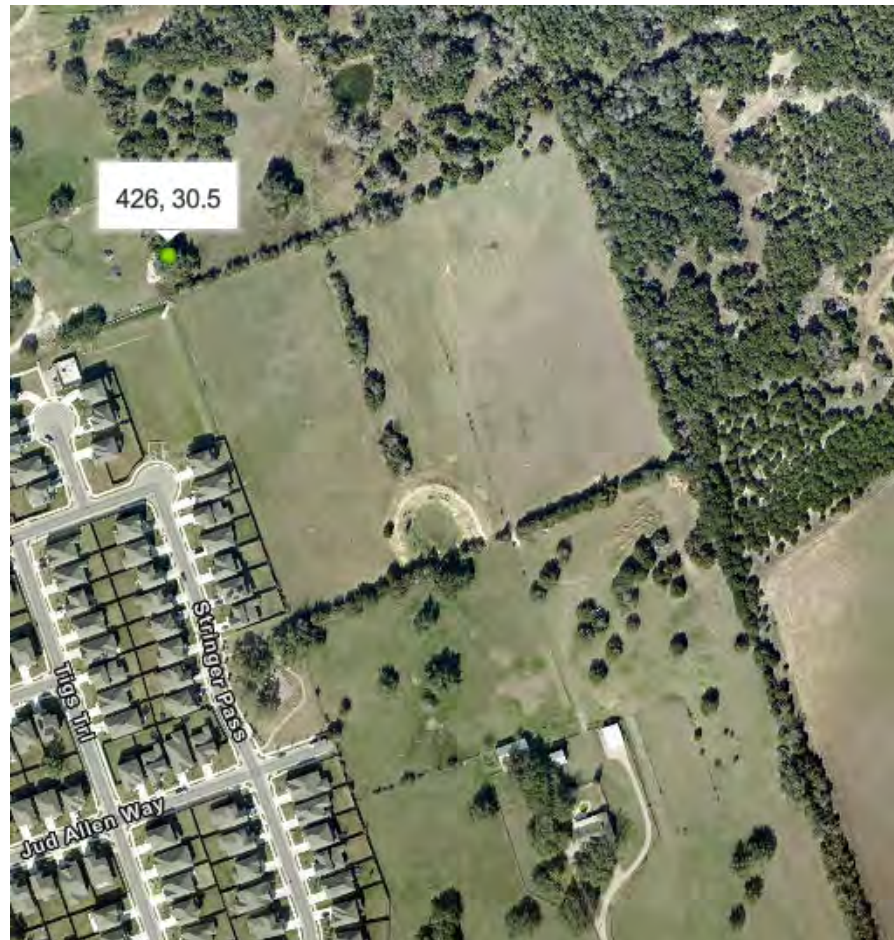
Tree Number	346
Imported Description \ Survey Number	
Tree Species	Cedar Elm
Diameter (DBH)	35
Multi Stem	
Condition	DDI
Notes	fair structure & vigor, deadwood 15%-30%, 75% potential canopy
Summary	Tree has suffered excessive storm damage and has been split down the middle. Although there is still living green canopy this is temporary, and tree will eventually die. Plus it poses hazard; recommended for removal.



Photos



Tree Number	426
Imported Description \ Survey Number	
Tree Species	Live Oak
Diameter (DBH)	30.5
Multi Stem	
Condition	Fair
Notes	fair structure & vigor, deadwood 15%-30%, 75% potential canopy
Summary	Full, balanced canopy with healthy current seasons growth. Large limb ten feet up trunk previously snapped, most likely due to storm damage. Hazard deadwood to be removed.



Photos





Tree Number	751
Imported Description \ Survey Number	
Tree Species	Live Oak
Diameter (DBH)	29
Multi Stem	
Condition	Fair
Notes	deadwood 15%-30%, 75% potential canopy, fair structure & vigor
Summary	Single upright stem with extensive canopy. Moderate epicormic growth but otherwise minimal defects observed. Fair candidate for preservation.

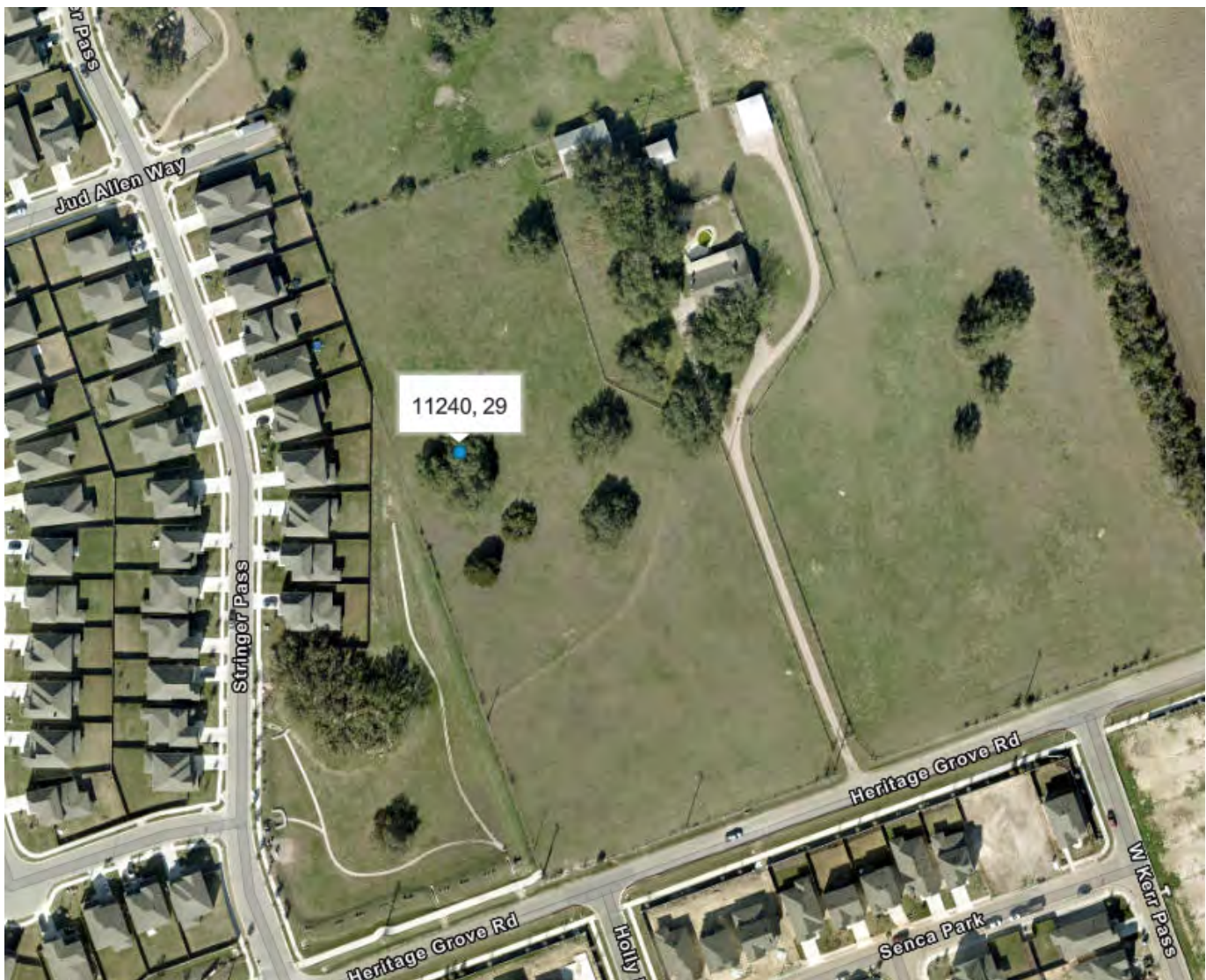


Photos





Tree Number	11240
Imported Description \ Survey Number	
Tree Species	Live Oak
Diameter (DBH)	29
Multi Stem	
Condition	Poor
Notes	poor structure & vigor, 25% potential canopy
Summary	Multiple large failures have occurred, resulting in a reduced canopy and adding to the multiple areas of large limb decay. This tree may not be suitable for preservation without significant mitigation work.



Photos







Tree Number	11247
Imported Description \ Survey Number	
Tree Species	Live Oak
Diameter (DBH)	31.5
Multi Stem	
Condition	Fair
Notes	fair structure & vigor, deadwood 15%-30%, 75% potential canopy
Summary	Full canopy with healthy current seasons growth. Hazard deadwood to be removed. Originally a part of 247 but divided into separate trees per Leander city code.

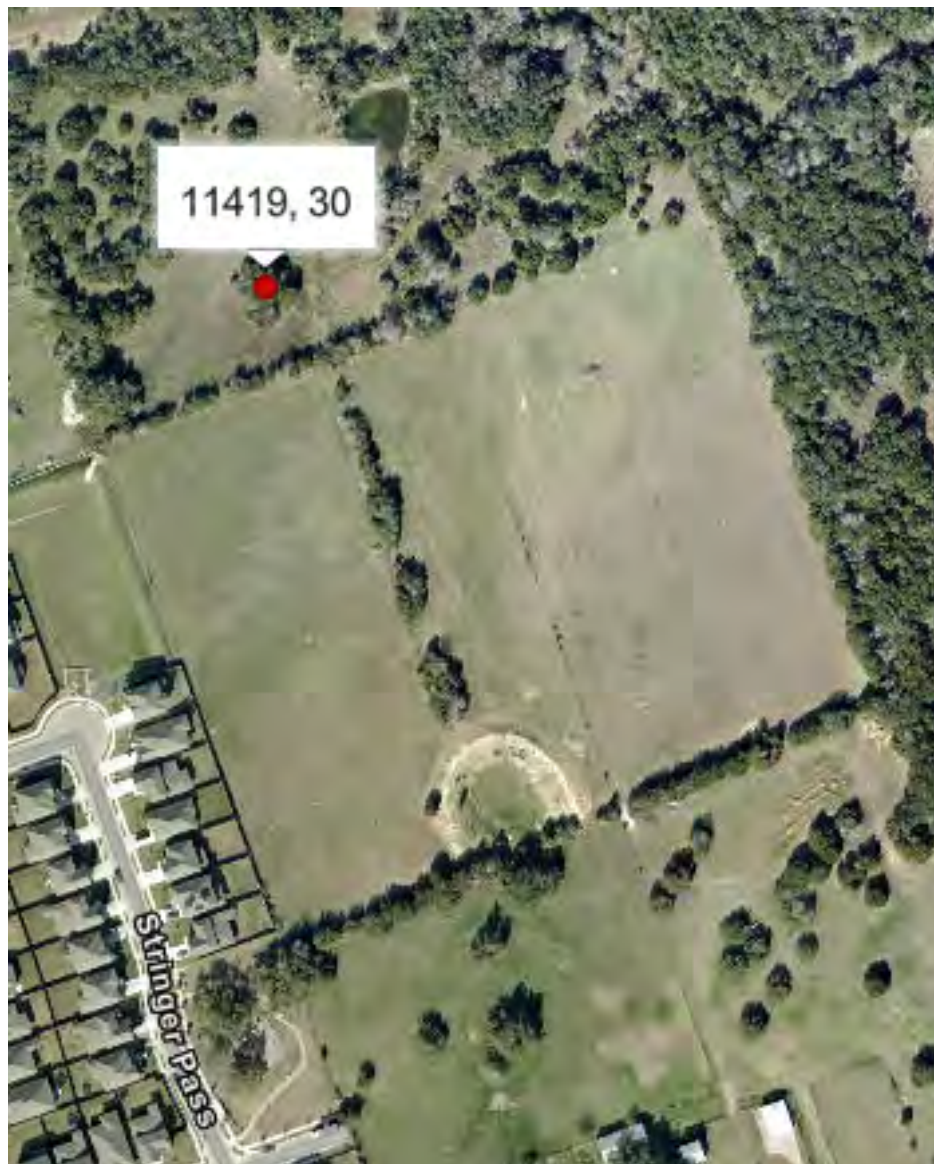


Photos

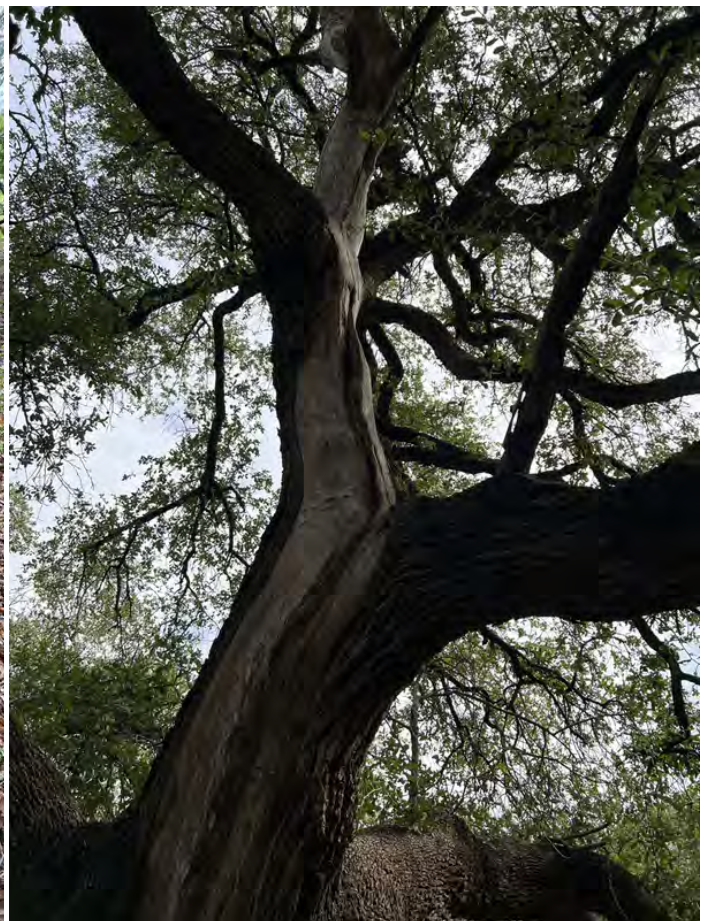




Tree Number	11419
Imported Description \ Survey Number	
Tree Species	Live Oak
Diameter (DBH)	30
Multi Stem	
Condition	Fair
Notes	fair structure & vigor, deadwood 15%-30%, 75% potential canopy
Summary	Full canopy with healthy current seasons growth. Large cavity present on main trunk, extending fully into canopy. Healthy response growth is present around lower portion of cavity, but one main leader twenty foot up the trunk has died. Hazard deadwood to be removed. Further inspection may be warranted. Originally part of 419 but due to multi-trunk rules and Leander city code, divided into separate trees.

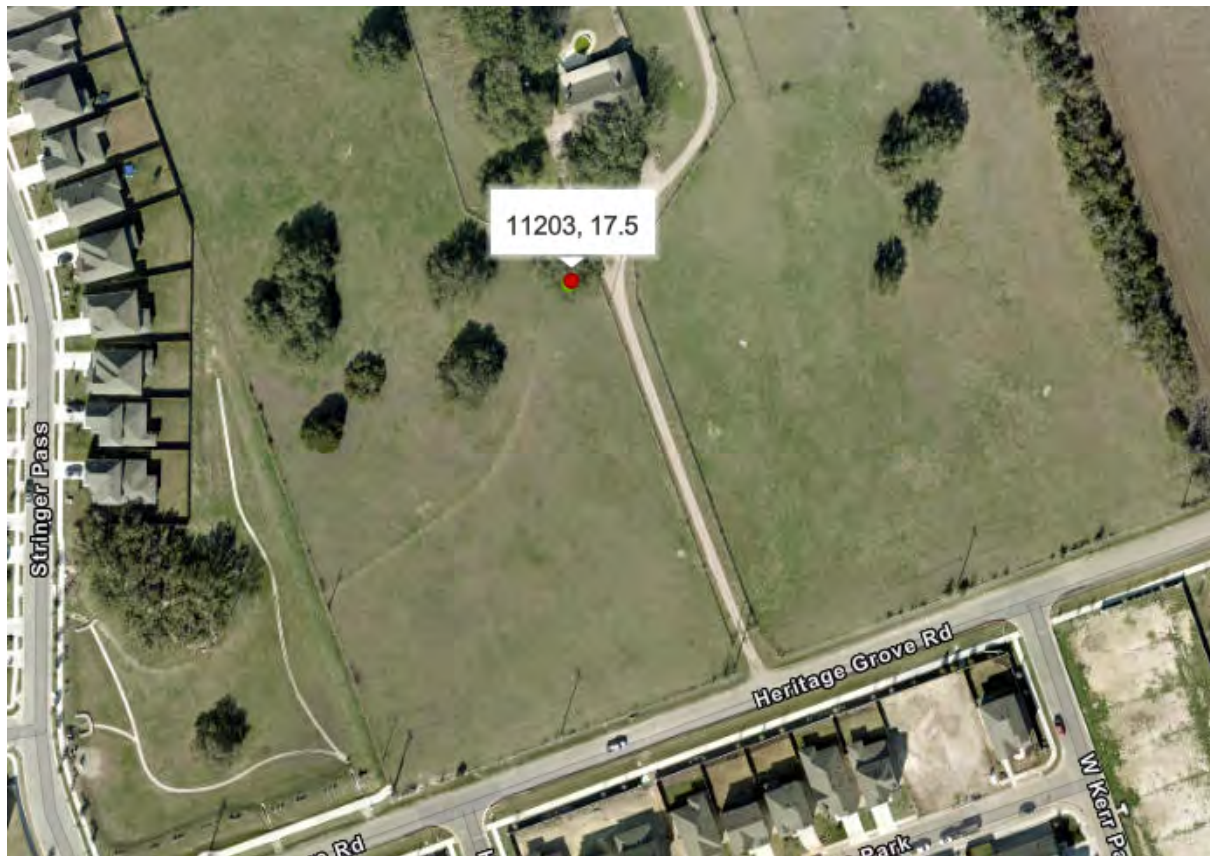


Photos





Tree Number	203
Imported Description \ Survey Number	
Tree Species	Live Oak
Diameter (DBH)	22
Multi Stem	
Condition	Fair
Notes	fair structure & vigor, deadwood 15%-30%, 75% potential canopy
Summary	Full canopy with healthy current seasons growth. Hazard deadwood should be removed. Canopy growth toward SSE. Originally part of 203 but due to multi-trunk rules and Leander city code, divided into separate trees.



Photos



Tree Number	216
Imported Description \ Survey Number	
Tree Species	Live Oak
Diameter (DBH)	13
Multi Stem	
Condition	Very Poor
Notes	very poor structure & vigor, excessive storm damage
Summary	The leader stem has snapped, exposed and damaged wood now resides within the union of the remaining stem. 10% potential canopy. Removal is recommended.



Photos



Tree Number	246
Imported Description \ Survey Number	
Tree Species	Live Oak
Diameter (DBH)	18
Multi Stem	
Condition	Fair
Notes	fair structure & vigor, co-dominant stems, deadwood 15%-30%, 75% potential canopy
Summary	Full canopy with healthy current seasons growth. Hazard deadwood to be removed. Canopy growth toward SSW. Originally part of 246 but due to multi-trunk rules and Leander city code, divided into separate trees.



Photos



Tree Number	345
Imported Description \ Survey Number	
Tree Species	Cedar Elm
Diameter (DBH)	20.5
Multi Stem	
Condition	Fair
Notes	fair structure & vigor, deadwood 15%-30%, 50% potential canopy
Summary	Large cavity present ten feet up trunk. Healthy response growth around cavity. Moderate lean toward N. Originally part of 345 but due to multi-trunk rules and Leander city code, divided into separate trees.



Photos



Tree Number	419
Imported Description \ Survey Number	
Tree Species	Live Oak
Diameter (DBH)	24
Multi Stem	
Condition	Fair
Notes	fair structure & vigor, deadwood 15%-30%, 75% potential canopy
Summary	Full canopy with healthy current seasons growth. Hazard deadwood to be removed. Canopy growth toward SW. Originally part of 419 but due to multi-trunk rules and Leander city code, divided into separate trees.

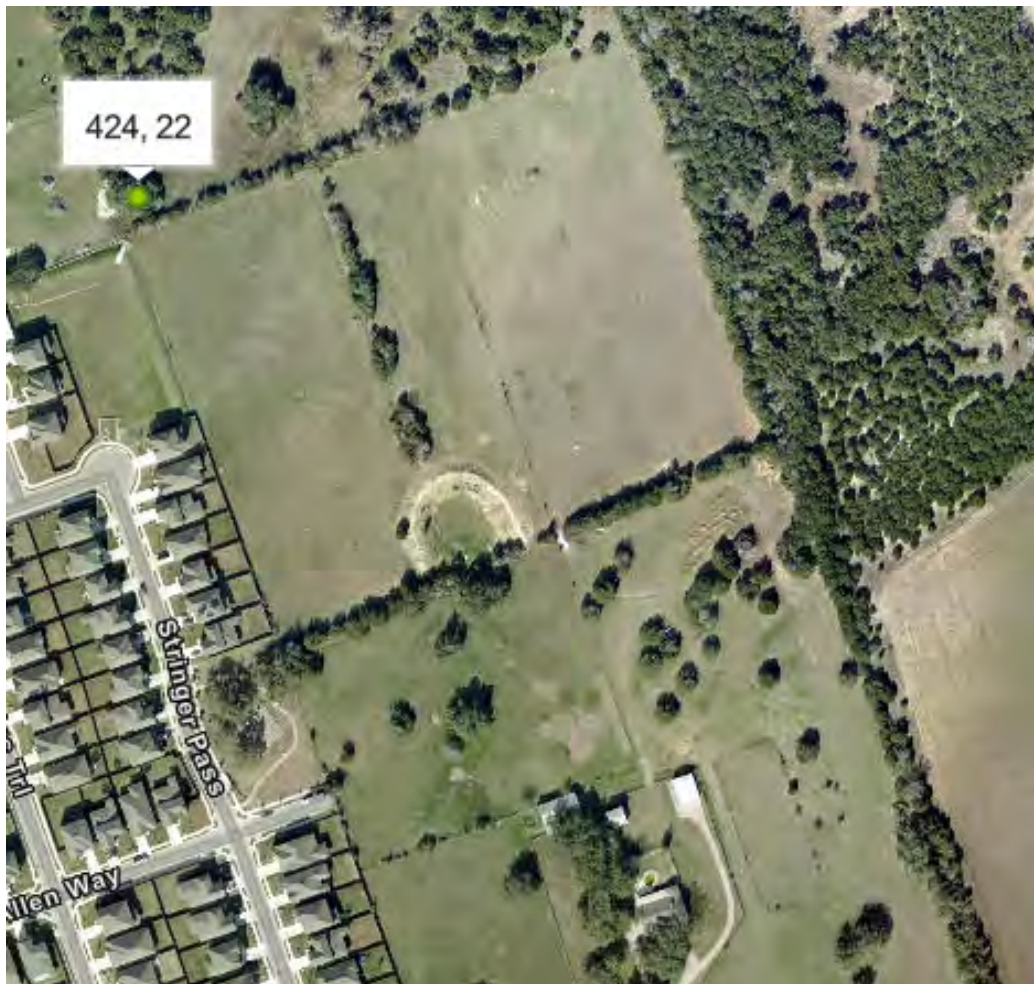


Photos





Tree Number	424
Imported Description \ Survey Number	
Tree Species	Live Oak
Diameter (DBH)	22
Multi Stem	
Condition	Fair
Notes	fair structure & vigor, deadwood 15%-30%, 50% potential canopy, co-dominant stems
Summary	DBH taken at waist. Significant lean NNE. Hazard deadwood to be removed.



Photos



Tree Number	425
Imported Description \ Survey Number	
Tree Species	Live Oak
Diameter (DBH)	25.5
Multi Stem	
Condition	Fair
Notes	fair structure & vigor, deadwood 15%-30%, 75% potential canopy
Summary	Full, balanced canopy with healthy current seasons growth. Hazard deadwood to be removed.



Photos



Tree Number	706
Imported Description \ Survey Number	
Tree Species	Live Oak
Diameter (DBH)	23.5
Multi Stem	
Condition	Fair
Notes	deadwood 15%-30%, 75% potential canopy, fair structure & vigor
Summary	



Photos



Tree Number	707
Imported Description \ Survey Number	
Tree Species	Live Oak
Diameter (DBH)	23
Multi Stem	
Condition	Fair
Notes	deadwood 15%-30%, 75% potential canopy, fair structure & vigor
Summary	



Photos



Tree Number	708
Imported Description \ Survey Number	
Tree Species	Live Oak
Diameter (DBH)	19
Multi Stem	
Condition	Poor
Notes	poor structure, significant storm damage
Summary	The northern side of the tree has lost its limbs resulting in >25% potential canopy loss and multiple damaged limbs with residual decay following the remaining portion. Preservation may not be suitable.



Photos





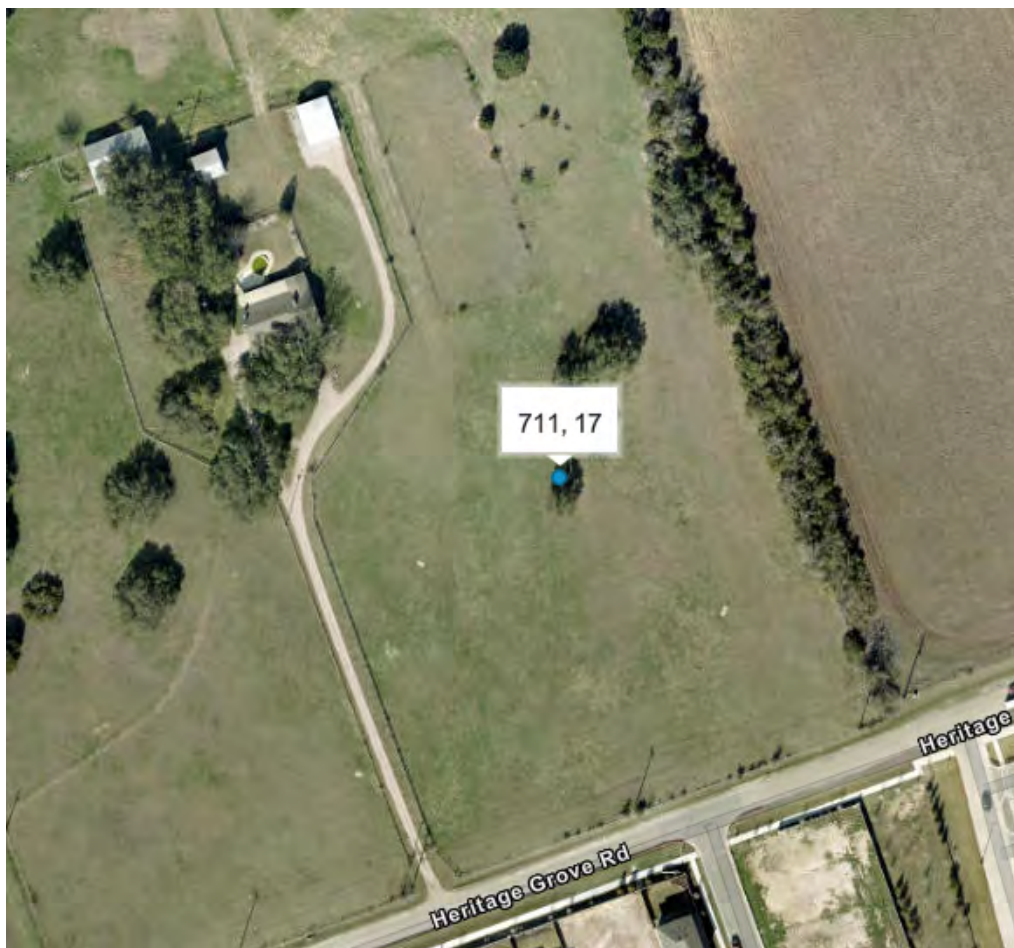
Tree Number	709
Imported Description \ Survey Number	
Tree Species	Live Oak
Diameter (DBH)	21
Multi Stem	
Condition	Fair
Notes	deadwood 15%-30%, 75% potential canopy, fair structure & vigor
Summary	



Photos



Tree Number	711
Imported Description \ Survey Number	
Tree Species	Live Oak
Diameter (DBH)	17
Multi Stem	
Condition	Poor
Notes	poor structure, significant storm damage
Summary	The northern side of this tree has lost all its limbs, resulting in 25% canopy loss and multiple damaged limbs. Preservation may not be recommended.



Photos



Tree Number	10221
Imported Description \ Survey Number	
Tree Species	Live Oak
Diameter (DBH)	22.5
Multi Stem	
Condition	Fair
Notes	fair structure & vigor, deadwood 15%-30%, 75% potential canopy
Summary	Previously part of 221, but multi-stem forks below 48", making them separate trees per City of Leander code. Minimal structural defects with healthy canopy. Cosmetic pruning is recommended.



Photos



Tree Number	10227
Imported Description \ Survey Number	
Tree Species	Live Oak
Diameter (DBH)	17
Multi Stem	
Condition	Very Poor
Notes	very poor structure & vigor, excessive storm damage
Summary	The leader has snapped, this tree is survived by low hanging lateral stems. Removal is recommended.

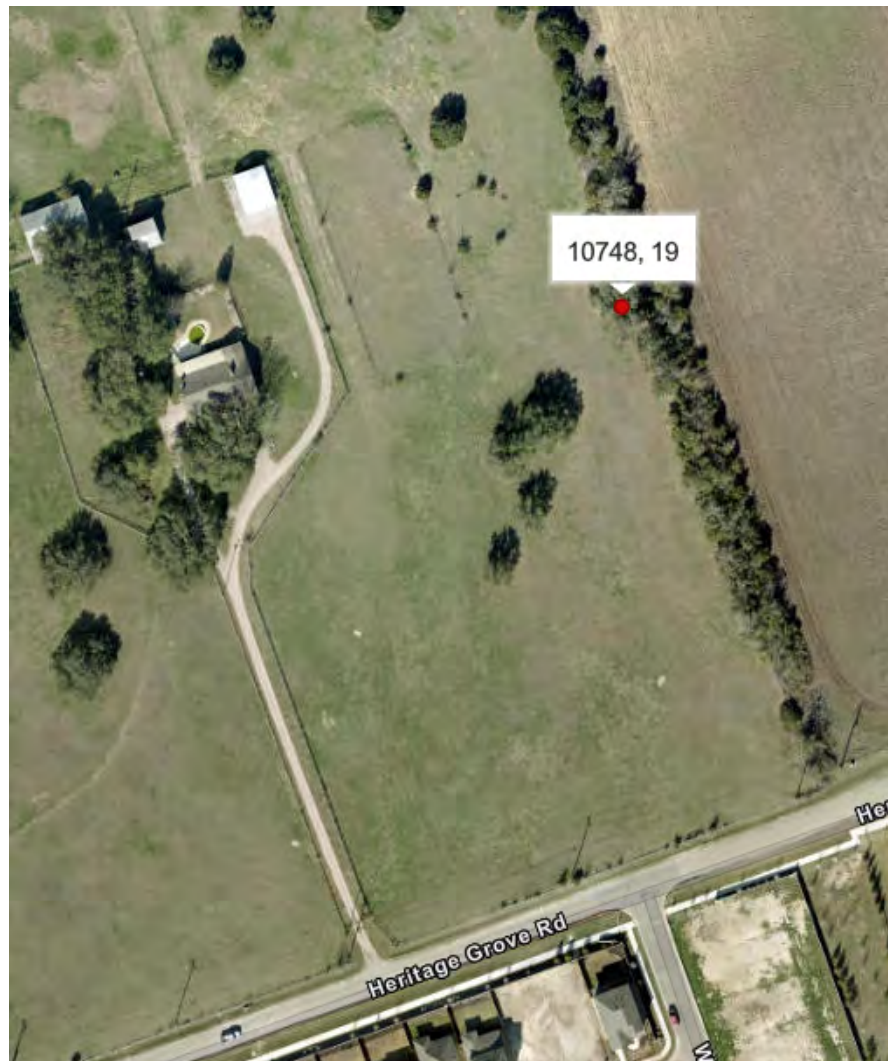


Photos





Tree Number	10748
Imported Description \ Survey Number	
Tree Species	Live Oak
Diameter (DBH)	19
Multi Stem	
Condition	Fair
Notes	deadwood 15%-30%, 75% potential canopy, fair structure & vigor
Summary	Originally part of 748 but forks below 48", making it a separate tree per City of Leander code.



Photos



Tree Number	11456
Imported Description \ Survey Number	
Tree Species	Live Oak
Diameter (DBH)	18
Multi Stem	
Condition	Fair
Notes	fair structure & vigor, deadwood 15%-30%, 50% potential canopy
Summary	Originally part of 456 but due to multi-trunk rules and Leander city code, divided into separate trees.



Photos



Tree Number	12246
Imported Description \ Survey Number	
Tree Species	Live Oak
Diameter (DBH)	21.5
Multi Stem	
Condition	Fair
Notes	fair structure & vigor, deadwood 15%-30%, 75% potential canopy
Summary	Full canopy with healthy current seasons growth. Hazard deadwood to be removed. Canopy growth toward N. Originally part of 246 but due to multi-trunk rules and Leander city code, divided into separate trees.



Photos



Tree Number	12419
Imported Description \ Survey Number	
Tree Species	Live Oak
Diameter (DBH)	18
Multi Stem	
Condition	Fair
Notes	fair structure & vigor, deadwood 15%-30%, 50% potential canopy, significantly unbalanced
Summary	History of previous failures, most likely due to storm damage. Healthy response growth is developing around remaining cavities. Hazard deadwood to be removed. Further inspection may be warranted. Significant lean N. Originally part of 419 but due to multi-trunk rules and Leander city code, divided into separate trees.



Photos





Tree Number	13246
Imported Description \ Survey Number	
Tree Species	Live Oak
Diameter (DBH)	24
Multi Stem	
Condition	Fair
Notes	fair structure & vigor, deadwood 15%-30%, 75% potential canopy
Summary	Full canopy with healthy current seasons growth. Hazard deadwood to be removed. Originally part of 246 but due to multi-trunk rules and Leander city code, divided into separate trees.



Photos







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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, December 14, 2023
Regular Meeting at 6:00 PM



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

**Place 5 – James Oliver, *Vice-Chair*
Place 6 – Laura Lantrip, *Chair*
Place 7 – Scott Calame**

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

Call to Order.

Meeting called to order at 6:00 p.m.

Roll Call.

All commissioners were present except Commissioner Scott Calame.

Director's Report to the Planning & Zoning Commission on actions taken by the City Council at the December 7, 2023 meeting.

Review of meeting protocol.

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

No one wished to speak.

CONSENT AGENDA: ACTION

Motion: Approve Consent Agenda Items 1 through 9.

By: John Cosgrove

Seconded: Ron May

Yes: Donnie Mahan, John Cosgrove, Ron May, Deirdre Moss, James Oliver, Vice Chair, Laura Lantrip, Chair.

No: None

Abstain: None

1. Approval of the minutes for meeting held on November 9, 2023.
2. Approval of Subdivision Case SFP-22-0009 regarding Moon Valley Short Form Final Plat on two (2) parcels of land approximately 8.8 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R319362 and R031223; generally located 1,000 feet to the southwest of the

intersection of East Crystal Falls Parkway and Ronald W. Reagan Boulevard, Leander, Williamson County, Texas.

3. Approval of Subdivision Case FP-22-0007 regarding Leander Collective Final Plat on eight (8) parcels of land approximately 11.45 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R036221, R036220, R036219, R036218, R036216, R036215, R619681 and R619682; generally located to the northeast of Horseshoe Drive and South West Drive, Leander, Williamson County, Texas.
4. Approval of Subdivision Case FP-22-0018 regarding Garlock Subdivision Final Plat on one (1) parcel of land approximately 44.628 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District R649817; generally located to the south of Gabriel's Horn Road and west of Donetto Drive, Leander, Williamson County, Texas.
5. Approval of Subdivision Case FP-23-0050 regarding Harmony Public School Final Plat on eight (8) parcels of land approximately 24.89 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R508115, R508114, R508113, R031592, R031591, R031590, R031595 and R031594; generally located on the north side of Hero Way between 183A Toll Road and Ronald W. Reagan Boulevard, Leander, Williamson County, Texas.
6. Approval of Subdivision Case FP-23-0063 regarding Travisso Phase 3, Section 10 Final Plat on one (1) parcel of land approximately 52.309 acres $\pm$ in size, more particularly described by Travis County Central Appraisal District Parcel 844740; generally located north of Portobello Road and east of Gilded Crest Drive, Leander, Travis County, Texas.
7. Approval of Subdivision Case FP-23-0096 regarding Cantwell Tract Lot 4A & 4B replat on one (1) parcel of land approximately 3.191 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District parcel R553028; generally located east of 183A Toll Road and north of E Crystal Falls Parkway, Leander, Williamson County, Texas.
8. Approval of Subdivision Case PP-22-0027 to approve the Bar W Ranch W Phase 8 Preliminary Plat on three (3) parcels of land approximately 80.373 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R523945, R544597 and R652645; generally located at the south east intersection of Bar W Ranch Boulevard and CR 267, Leander, Williamson County, Texas.
9. Approval of Subdivision Case PP-23-0033 regarding Lone Star Landing Phase One Preliminary Plat on one (1) parcel of land approximately 15.37 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R031560; generally located at 610 and 800 County Road 177, Leander, Williamson County, Texas.

PUBLIC HEARING: ACTION

10. Conduct a Public Hearing regarding Subdivision Case CP-23-0023 to adopt the Mac Haik Quick Lane Concept Plan and Preliminary Plat on seven (7) parcels of land approximately 5.725 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R474912, R457903, R031360, R500607, R485578, R474901, and R305748; generally located at the south west corner of Merrill Drive and 183A Toll Road, Leander, Williamson County, Texas.

- Discuss and consider action regarding Subdivision Case CP-23-0023 as described above.

Motion: Approve Concept Plan CP-23-0023

By: Donnie Mahan

Seconded: Deirdre Moss

Yes: Donnie Mahan, John Cosgrove, Ron May, Deirdre Moss, James Oliver, Vice Chair, Laura Lantrip, Chair.

No: None

Abstain: None

11. Conduct a Public Hearing regarding Subdivision Case CP-23-0026 to adopt the Highway 29 Commercial Concept Plan on one parcel of land approximately 50.74 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District parcel R032262; generally located approximately 1,500 feet to the west of the intersection of SH 29 and Ronald W Reagan Blvd, on the south side of SH 29, Leander, Williamson County, Texas.

- Discuss and consider action regarding Subdivision Case CP-23-0026 as described above.

- a. Staff Presentation
- b. Applicant Presentation
- c. Open Public Hearing
- d. Close Public Hearing
- e. Discussion
- f. Consider Action

Motion: Approve Concept Plan CP-23-0026

By: James Oliver, Vice Chair

Seconded: Ron May

Yes: Donnie Mahan, John Cosgrove, Ron May, Deirdre Moss, James Oliver, Vice Chair, Laura Lantrip, Chair.

No: None

Abstain: None

12. Conduct a Public Hearing and consider action regarding Zoning Case Z-23-0098 to amend the current zoning of Interim SFS-2-B (Single-Family Suburban) and Interim SFR-1-B (Single-Family Rural) to GC-2-B (General Commercial) on one (1) parcel of land approximately 6.314 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R031278; and more commonly known as 17451 Ronald W Reagan Boulevard, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-23-0098 as described above.

- a. Staff Presentation
- b. Applicant Presentation
- c. Open Public Hearing
- d. Close Public Hearing
- e. Discussion
- f. Consider Action

Motion: Approve Zoning Case Z-23-0098

By: James Oliver, Vice Chair

Seconded: Ron May

Yes: Donnie Mahan, John Cosgrove, Ron May, Deirdre Moss, James Oliver, Vice Chair, Laura Lantrip, Chair.

No: None

Abstain: None

13. Conduct a Public Hearing and consider action regarding Comprehensive Plan Case CPA-23-0008 to adopt an updated Comprehensive Plan including the update of the future land use plan and map; and to provide for related matters; Williamson & Travis Counties, Texas.

- Discuss and consider action regarding Comprehensive Plan Case CPA-23-0008 as described above.
 - a. Staff Presentation
 - b. Applicant Presentation
 - c. Open Public Hearing
 - d. Close Public Hearing
 - e. Discussion
 - f. Consider Action

Motion: Approve to postpone CPA-23-0008 until the December 28, 2023, Planning and Zoning meeting, so staff can make the following changes.

1. Update the Urban Mixed Use land use category to reduce the residential the following range: 0% to 50%.
2. Allow for vertical mixed as part of Urban Mixed Use land use category.

By: James Oliver,
Seconded: John Cosgrove

Yes: Donnie Mahan, John Cosgrove, Ron May, Deirdre Moss, James Oliver, Vice Chair, Laura Lantrip, Chair.

No: None

Abstain: None

REGULAR AGENDA

14. Discuss and consider action on Tree Removal Case TRP-23-0018 regarding removal of ten (10) Heritage Trees and fifteen (15) Significant Trees associated with the Heritage Grove Business Park Site Development Project located at 502 Heritage Grove Road, Leander, Williamson County, Texas.
- a. Staff Presentation
 - b. Applicant Presentation
 - c. Discussion
 - d. Consider Action

Motion: Approve Tree Removal Case TRP-23-0018

By: Ron May

Seconded: James Oliver, Vice Chair

Yes: Donnie Mahan, John Cosgrove, Ron May, Deirdre Moss, James Oliver, Vice Chair, Laura Lantrip, Chair.

No: None

Abstain: None

15. Discuss and consider action on updates to the Roadway Impact Fee Service Area Map and the Roadway Impact Fee Study.
- a. Staff Presentation
 - b. Discussion

c. Consider Action

Motion: Approve Roadway Impact Fee Service Area Map Update and the Roadway Impact Fee Study Update.

By: Ron May

Seconded: Deirdre Moss

Yes: Donnie Mahan, John Cosgrove, Ron May, Deirdre Moss, James Oliver, Vice Chair, Laura Lantrip, Chair.

No: None

Abstain: None

16. Adjournment Meeting adjourn at 6:54 p.m.

APPROVED

LAURA LANTRIP, CHAIR

ATTEST:

VERONICA TOVAR, PLANNING COORDINATOR



EXECUTIVE SUMMARY
12/21/2023

AGENDA SUBJECT:

Discuss and consider action on an Interlocal Agreement for the design and construction of a traffic signal at the Bar W Ranch Boulevard and Via de Sienna Boulevard intersection with Ronald Reagan Boulevard.

BACKGROUND:

The intersection of Ronald Reagan Boulevard and Bar W Ranch Boulevard/Via de Sienna Boulevard is unique in that only the Ronald Reagan right-of-way is within the City of Leander limits and is bordered by Rancho Sienna and Bar W MUDs in Williamson County. Additionally, two (2) Liberty Hill Independent School District (LHISD) elementary schools are within each of the subdivisions. As a result, there is increasing traffic and a need for a traffic signal to enhance safety and mobility at the above-mentioned intersection with multiple parties involved. Thus, funding for this signal will come from multiple entities (Williamson County, LHISD, and City of Leander) and the need for an Interlocal Agreement with the purpose of outlining costs and duties associated with its design and construction. The estimated cost for the design and construction of the traffic signal is \$900,000.00 to be divided equally between the three (3) parties. In the event costs exceed the estimated \$900,000.00, parties will contribute one third (1/3) of the additional costs.

Williamson County Obligations: In addition to funding obligations, the County will procure and contract for the design and construction of the signal, as well as manage the construction. They will submit plans and specifications to all parties for comment prior to construction.

City of Leander Obligations: In addition to funding obligations, the City will operate and maintain the signal and all related appurtenances following completion of construction. The City will provide a traffic signal cabinet from our inventory in order to assist with long lead times for this product. The City will then purchase an inventory replenishment that will be deducted from the City's overall participation cost. The City has agreed to contribute LHISD's Traffic Impact fees (\$150,000.00) towards this project.

Liberty Hill Independent School District Obligations: Funding.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends and respectfully requests approval of the Interlocal Agreement between Leander, Williamson County, and Liberty Hill Independent School District.

PRESENTER:

Dan Grimsbo, PE, Executive Director of Infrastructure

<u>Amount requested:</u>	<u>Fiscal Impact</u>
<u>Approved in current budget (Yes / No):</u>	\$300,000.00/\$150,000.00
<u>Expenditure (New / Amended):</u>	Yes
<u>Recurring or one-time:</u>	New
<u>Fund source (Operating / Utility / etc.):</u>	One-time
	2022 Transportation CO's-Intersection Improvements (58-01-8398)/Fund 12 Traffic Impact Fees

Attachments:

1. BAR W Traffic Signal ILA

**INTERLOCAL AGREEMENT
REGARDING THE GOVERNMENTAL PARTICIPATION IN THE DESIGN AND
CONSTRUCTION OF A TRAFFIC SIGNAL AT THE BAR W RANCH BOULEVARD
AND VIA DE SIENNA BOULEVARD INTERSECTION WITH RONALD W REAGAN
BOULEVARD**

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

THIS INTERLOCAL AGREEMENT (“Agreement”) is entered into between the CITY OF LEANDER, TEXAS, a Texas municipal corporation (the “**City**”) WILLIAMSON COUNTY, TEXAS, a political subdivision of the State of Texas (the “**County**”) and the LIBERTY HILL INDEPENDENT SCHOOL DISTRICT (the “**LHISD**”). In this Agreement, the City, the County and the LHISD are sometimes individually referred to as “a Party” and collectively referred to as “the Parties”.

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

WHEREAS, the Parties desire to participate in the costs to expeditiously design and construct a traffic signal and related appurtenances at the Bar W Ranch Boulevard and Via De Sienna Boulevard intersection with Ronald W Reagan Boulevard (the “**Project**”); and

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

**I.
PURPOSE**

1.01 General. The purpose of this Agreement is to provide for the Parties’ participation in the costs to design and construct the Project at the location shown on Exhibit “A”, attached hereto. At this time, the Parties intend to expeditiously design and construct a traffic signal at the location shown in Exhibit “A”, in order to enhance safety and mobility at the intersection. The current estimated cost for the design and construction of the traffic signal is Nine Hundred Thousand and No/100 Dollars (\$900,000.00).

**II.
PARTY OBLIGATIONS**

2.01 County Obligations. The County will procure and contract for the design and construction of the Project, as well as manage the construction of the Project. The County will submit the Project plans and specifications to the City and LHISD. Any changes or modifications to the plans will be submitted to the Parties for comment prior to commencing construction. The County will schedule periodic progress meetings as agreed to by the Parties.

2.02 City Obligations. In addition to the City's funding obligations, the City shall operate and maintain the traffic signal and all related appurtenances following the completion and acceptance of the construction of the Project. The City shall also provide a traffic signal cabinet and controller from its inventory for the Project. As part of the Project, a traffic signal cabinet and controller consistent with the technical specifications attached hereto as Exhibit "B" and incorporated by reference herein shall be purchased by the City to replenish the City's inventory. Should the traffic signal cabinet and controller be purchased and an invoice evidencing the purchase be presented to the County before or during the payment schedule described in Section 2.04 hereinbelow, the City's participation will be decreased by the cost of the purchase of the replacement traffic signal cabinet and controller, and in the event this cost is in excess of the then amount due under the payment schedule or the City has completed the described payments, the County will reimburse the City within 30 days of the presentment of the aforementioned invoice.

2.03 Funding Obligations. As outlined in Section 2.04, The City, County and LHISD shall share equally in all costs associated with the preliminary design, final design and construction of the Project, excepting the provision of the traffic signal cabinet and controller and subsequent reimbursement described in Section 2.02 hereinabove. .

2.04 City, LHISD and County Reimbursements for Project. Prior to the execution of this Agreement, LHISD paid the City Traffic Impact Fees relating to the Project in the amount of One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00). The City has agreed to contribute LHISD's Traffic Impact Fees toward this Project as a part of its reimbursement amount for the Project. Therefore, City shall reimburse the County the sum of Four Hundred Fifty Thousand and No/100 Dollars (\$450,000.00) and LHISD shall reimburse the County the sum of One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00) for a total reimbursement of Six Hundred Thousand and No/100 Dollars (\$600,000.00) ("City and LHISD Participation") as their cost to participate in the design and construction of the Project, unless altered by the provisions of Section 2.02. The County shall contribute Three Hundred Thousand and No/100 Dollars (\$300,000.00) as its cost to participate in the design and construction of the Project. The County will transmit reimbursement requests to the City and LHISD that clearly sets forth the benchmark payment due and, for requests associated with construction work, describe work done for which reimbursement is sought. Reimbursement requests will be sent pursuant to the following payment schedule: 25% upon execution of this Agreement, 25% upon construction contract award, 25% when construction is 50% complete (as determined by the value of the work completed to date against the contract amount) and 25% after the County issues a Certificate of Completion and City accepts the Project for operation and maintenance. The City and the LHISD shall pay invoices pursuant to the Texas Prompt Payment Act.

2.05 Additional Funding; Surplus Funding. As set out herein-above, the current estimated cost for the design and construction of the Project is Nine Hundred Thousand and No/100 Dollars (\$900,000.00); provided, however, the final actual costs may exceed or be less than said estimate. In the event the actual costs of the Project exceed the said estimated costs, the Parties agree to each contribute share of one-third (1/3) each towards the additional funding amount necessary to fully design and construct the Project. In the event the actual costs of the Project are less than the said estimated costs and a surplus of funding results, the Parties agree that

each party shall be reimbursed one-third (1/3) of the total surplus funding amount.

III. DISPUTES

3.01 Material Breach; Notice and Opportunity to Cure.

(a) In the event that one Party or Parties believe that another Party has materially breached one of the provisions of this Agreement, the non-defaulting Party or Parties will make written demand to cure and give the defaulting Party up to 30 days to cure such material breach or, if the curative action cannot reasonably be completed within 30 days, the defaulting Party will commence the curative action within 30 days and thereafter diligently pursue the curative action to completion. Notwithstanding the foregoing, any matters specified in the default notice which may be cured solely by the payment of money must be cured within 10 days after receipt of the notice. This applicable time period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting party due to such breach.

(b) Any non-defaulting Party will mitigate direct or consequential damage arising from any breach or default to the extent reasonably possible under the circumstances.

(c) The Parties agree that they will negotiate in good faith to resolve any disputes and may engage in non-binding mediation, arbitration or other alternative dispute resolution methods as recommended by the laws of the State of Texas.

3.02 Equitable Relief. In recognition that failure in the performance of the Parties' respective obligations could not be adequately compensated in money damages alone, the Parties agrees that after providing notice and an opportunity to cure in accordance with Section 3.01 above, the Parties shall have the right to request any court, agency or other governmental authority of appropriate jurisdiction to grant any and all remedies which are appropriate to assure conformance to the provisions of this Agreement. The defaulting Party shall be liable to the other for all costs actually incurred in pursuing such remedies, including reasonable attorney's fees, and for any penalties or fines as a result of the failure to comply with the terms including, without limitation, the right to obtain a writ of mandamus or an injunction requiring the governing body of the defaulting party to levy and collect rates and charges or other revenues sufficient to pay the amounts owed under this Agreement.

3.03 Agreement's Remedies Not Exclusive. The provisions of this Agreement providing remedies in the event of a Party's breach are not intended to be exclusive remedies. The Parties retain, except to the extent released or waived by the express terms of this Agreement, all rights at law and in equity to enforce the terms of this Agreement.

V. GENERAL PROVISIONS

4.01 Authority. This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code*.

4.02 Term. This Agreement shall commence upon the last party's execution of this Agreement and shall end upon the completion of the Project and acceptance of the public improvements by the City.

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

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

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

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

4.7 Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

4.8 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Williamson County, Texas.

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

CITY: 200 West Willis Street
Leander, TX 78641
Attn: City Manager
Telephone: (512) 528-2707
Facsimile: (512) 690-2193

COUNTY: 710 S. Main Street
Georgetown, TX 78626
Attn: William Gravell, Jr.
Telephone: (512) 943-1550
Facsimile: (512) 943-1662

LHISD: 301 Forrest Street
Liberty Hill, TX 78642
Attn: Superintendent
Telephone: (512) 260-5580
Facsimile: (512) 260-5581

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

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

4.12 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter and only relates to those portions of the Project shown in the plans attached hereto as Exhibit "A."

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Agreement to be effective as of the last party's execution below ("Effective Date").

CITY OF LEANDER, TEXAS

By: _____
Mayor Christine DeLisle

Date: _____, 20____

ATTEST:

By: _____
Leander City Secretary

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravel, Jr., County Judge

Date: _____, 20____

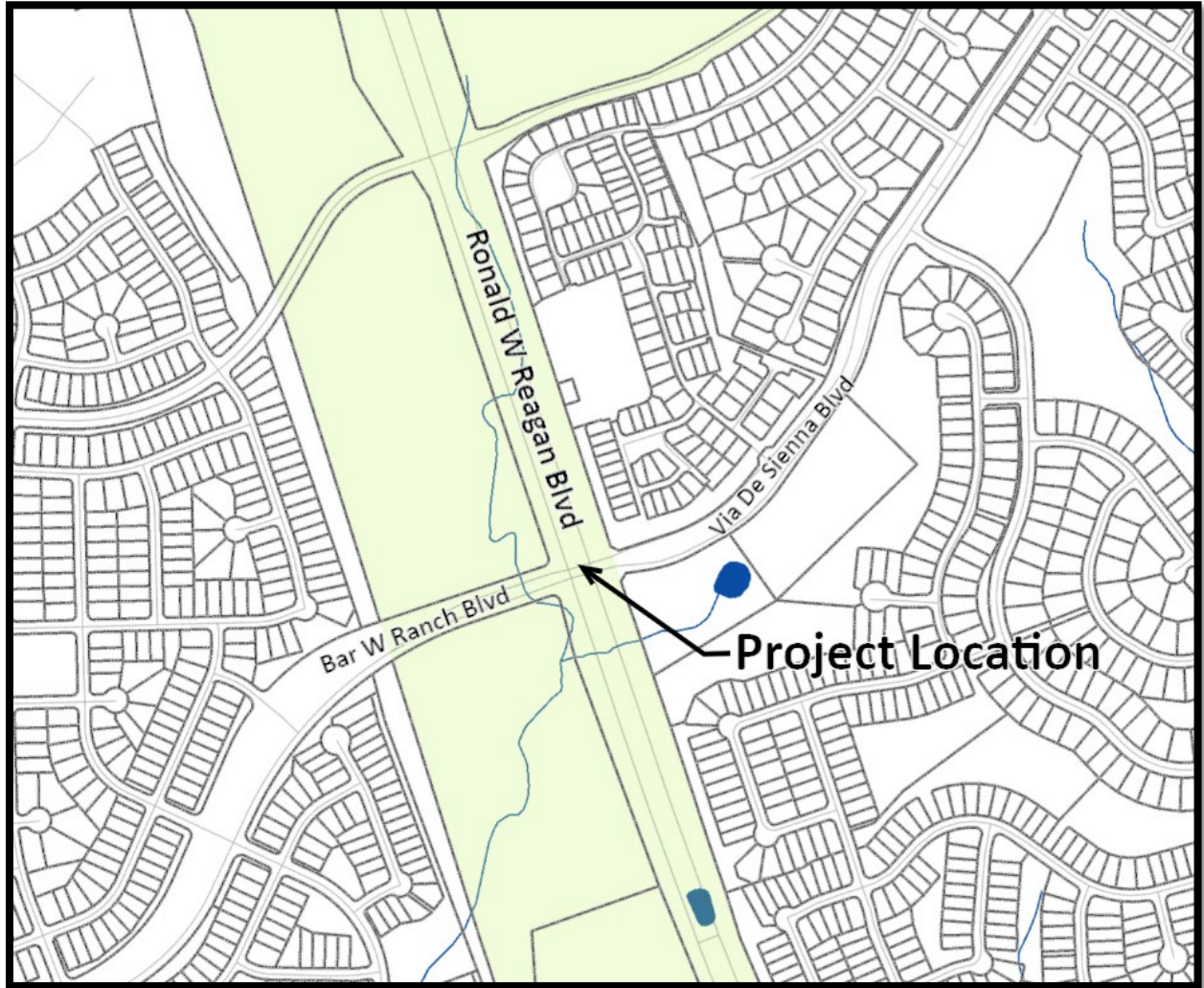
LIBERTY HILL INDEPENDENT SCHOOL DISTRICT

By: _____

Megan Parsons,
School Board President

Date: _____, 20____

EXHIBIT “A”



 City of Leander

EXHIBIT B
[SEE ATTACHMENT]

City of Leander TECHNICAL SPECIFICATIONS

The following *Standard Specifications for Construction of Highways, Streets and Bridges – June 1, 2004 Edition* published by the **Texas Department of Transportation (TxDOT)** shall govern for all items specified in the Drawings, other than waterline and waste waterline, and except as modified or deleted, in the Special Provisions or by General Note within the Drawing Documents, on the date of advertisement for bids. The Contractor shall acquire a copy of these Specifications and keep this copy on site and available for reference at all times. The specifications are available for download and/or purchase from TxDOT at the website link: <http://www.dot.state.tx.us/business/specifications.htm>

ITEM 680: INSTALLATION OF HIGHWAY TRAFFIC SIGNALS

References to manufacturer's trade name or catalog numbers are for the purpose of identification only and like materials of other manufacturers can be furnished if they are of equal quality and comply with specifications for this project and are approved by the City of Leander Public Works and Traffic Signal Departments. All traffic signal equipment must be compatible with and integrated into the City of Leander existing traffic signal system.

The City of Leander currently uses a Siemens TACTICS Central Control System. In addition to all specified communication ports, the controllers shall have an active Ethernet port for communications to Central Control via 5.8 GHz Broadband Integrated MIMO radio kit. All traffic signal equipment must be compatible with and integrated into the City of Leander existing system.

The City of Leander currently uses Siemens M60 Model 8132-0000-XXX and Siemens, TS2-Type 2 LINUX Traffic Controllers. The controller supplied must be compatible with existing systems.

The City of Leander currently uses the, Iteris Vantage Next with Vantage Vector and the Vantage Next Camera with the Next ShelfMount. All Radar and Camera equipment must be compatible with the existing Iteris systems. Radars are to be used on all 45mph and above Streets or when warranted.

The City of Leander uses Eagle Traffic Control Model 2562101213 16 loadbay TS2-Type 1 Cabinets. The cabinet supplied must be compatible with existing systems.

The City of Leander currently uses Iteris UltraDish (UD-TP27 BroadBand radios for remote communication. The 5.8 GHz radios supplied must be compatible with the Pegasus Software.

The City of Leander uses ComNet Model CNGE8MS/DIN Managed Switches. Managed Switches provided must be compatible with ComNet existing switches.

This project shall consist of furnishing and installing all materials and equipment for a complete signal system at the proposed location. In addition to these items, the contractor shall be responsible for the following:

- 1.) Submittal literature shall be provided for all Contractor furnished traffic signal equipment prior to installation.
- 2) Furnishing and installing luminaire fixtures at locations shown on the plans. Luminaire ballasts shall be rated for operation at 240 volts.
- 3) The contractor shall notify the City of Leander at least 48 hours prior to the traffic signal turn on.
- 4) The contractor shall have a qualified technician on the project site to place the traffic signals in operation.
- 5) During the thirty-day test period, the contractor shall utilize qualified personnel to respond to and diagnose all trouble calls. They shall repair any malfunctions to signal equipment they supplied on the project. A local telephone number (not subject to frequent changes) where trouble calls are to be received on a 24-hour basis shall be provided to the Engineer by the contractor. The contractor's response time to reported calls shall be within a reasonable travel time from a City of Leander address, but not more than two (2) hours maximum. Appropriate repairs shall be made within 24 hours. The contractor shall place a logbook in each controller cabinet and keep a record of each trouble call reported. They shall notify the Public Works department of each trouble call.
- 6) Furnishing and installing all signs for mounting on new signal poles and mast arms are to be in accordance with Item 636. Signs shall be mounted with Astro-Sign Brackets or Sign-fix aluminum channel or equal as approved by the engineer. Five (5) sets of shop drawings shall be submitted for street name signs.
- 7) Furnish and install UV Rated Cat5e Cable (BC-Cat5e) and or Belden #8281 coaxial cable and 3 conductor #16 AWB (IMSA 20-1) cable from each Iteris camera assembly to the controller cabinet camera interface. Upon approval by the City of Leander, a combination coaxial/3 conductor cable may be substituted.
- 8) The contractor shall coordinate with the City of Leander to make Iteris video detection equipment and broadband radio equipment operational.
- 9) The traffic signal pole heights and mast arm lengths shown on the plans and in the material summary are to be used for bidding purposes only. Prior to fabrication, the contractor, in cooperation with the Inspector, shall make field measurements to determine the actual pole height necessary to ensure a vertical clearance of 17 ft. (5.2 m) minimum, and 19 ft. (5.8 m) maximum from the roadway surface to the bottom of the lowest point on the signal head assembly or mast arm and to determine the mast arm lengths required to mount the traffic signal heads over the traffic signal heads over the traffic lanes. The mast arms shall be straight and level in the area where the signal heads are attached. These field measurements and evaluations shall be determined from the actual field location of the pole foundations, considering all above and below ground utilities and the existing roadway elevations and lane widths.
- 10) Relocate and/or remove the existing signal heads from the existing signs to the new signals as directed and shown on the plans.
- 11) Relocate and/or remove the existing sign panels and street name sign panels from existing signals to new signals as directed and shown on the plans. Furnish and install new sign panels as shown on the plans. New sign panels shall be fabricated in accordance with Item 636. Span wire mounted signs shall be mounted as shown on the plans. Furnish all mounting hardware for all signs.

- 12) Relocate the existing Iteris VIVDS or Radars and equipment from the existing signals to the new signals as directed and shown on the plans.
- 13) No extra compensation will be allowed for fulfilling the requirements stated above.

Protect all adjoining pavement sections during all phases of construction and any damages incurred due to operations will be repaired and/or replaced at own expense.

Accomplish the erection of poles and luminaires located near any overhead electrical lines using established industry and utility safety practices. Consult with the appropriate utility company before beginning such work.

Furnish and install aluminum signs and brackets to be mounted on traffic signal pole mast arm assemblies with option "C" bracket assemblies for signs as described on the Traffic Signal Support Structures Details. Mount signs horizontal as shown on the plans. This work will not be paid for directly but will be subsidiary to Item 680, "Installation of Highway Traffic Signals".

Clean-up and remove from the work area all loose material resulting from operations each day before work is suspended for the day.

ITEM 682: VEHICLE AND PEDESTRIAN SIGNAL HEADS

All signal heads shall be pre-certified by TxDOT. All pedestrian signal heads shall be countdown pedestrian heads pre-certified by TxDOT.

Provide and install LIGHT EMITTING DIODE (LED) traffic signal lamp units in all vehicle and pedestrian signal head sections.

Provide new signal head housings with TxDOT standard detail TS-BP-20 fluorescent yellow back plates. Cover all signal heads installed, but not in operation, in an approved manner from the time of installation until the signal is placed in operation. This will not be paid for directly, but will be subsidiary to Item 682, "Vehicle and Pedestrian Signal Heads".

Provide and install standard detachable tunnel visors on all signal heads. Provide and install all necessary mounting hardware to insure proper mounting of all signal heads. The mounting hardware and attachments will be new (no reuse of old existing attachment hardware) and the same color as the signal head housings. Use signal heads made of aluminum with 12 inch LED indications and aluminum back plates.

Install signal heads mounted on mast arms, except for heads mounted on end of mast arm, with the OPTION "A" bracket assembly, or OPTION "C" ASTRO-BRAC cable type clamp, as described on the Traffic Signal Support Structures Details, or as approved.

Mount signal heads mounted on end of arm with a 90 degree mast arm elbow fitting as shown on the Structure Assembly on the Traffic Signal Support Structures Details.

Use standard 1 1/2-inch diameter steel pipe side pole mount for pedestrian signal heads.

Provide aluminum pedestrian signal heads. Pedestrian indications will be LED signal sections with symbolized messages as shown on the plans and in accordance with the 2011 TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES. Symbols will be a minimum of 9 inches in height.

Mount pedestrian signals with all wiring enclosed within the signal pole arm mounting hardware, in accordance with ARTICLE 688.3 and 688.4.

Item 684: TRAFFIC SIGNAL CABLES

The conductors in the traffic signal cable shall be stranded for this project. Individual conductors shall be No.14 AWG.

The multi conductor signal cable shown on the plans shall be terminated on the terminal strip in the hand hole of the mast arm signal poles.

Unless otherwise shown on the plans a separate multi-conductor (14 AWG) shall be used inside pedestal poles and mast arm signal poles from the terminal strip to each signal head.

Splices in the conductors from the terminal strip at the hand hole to the signal heads will not be permitted in the pole shaft or in the mast arm.

Each cable shall be identified as shown on the plans with permanent marking labels (Panduit Type PLM standard single marker tie, Thomas & Betts Type 5512M or equivalent) at each ground box, pole base and controller cabinet.

ITEM 686: TRAFFIC SIGNAL POLE ASSEMBLIES (STEEL)

Payment for traffic signal pole foundations is per Item 416, "Drill Shaft Foundations". Furnish and use a circular steel anchor bolt templates as shown on the Traffic Signal Pole Foundation Details for all signal pole foundations on this project.

Attach dampening devices on mast arms 40 feet in length and longer. Make attachment using ASTRO-SIGN-BRAC type mounts option "C" on the Traffic Signal Support Structures Details. Dampening will not be paid for directly, but will be considered subsidiary to Item 680, "Install Highway Traffic Signal".

No exposed signal cable on the mast arm assemblies will be allowed. Install the signal cable so it will exit the mast arm directly behind each signal head as directed. This will require drilling holes in the mast at the exact location for each signal head. Drip loops are not allowed. Provide either option "A" or option "C" signal head bracket assemblies as described on the Traffic Signal Support Structures Details.

ITEM 688: PEDESTRIAN DETECTORS AND VIVDS/Radars

Pedestrian push buttons are required to be a minimum of 2 inches in the smallest dimension and be mounted a minimum height of 38 to a maximum of 42 inches above the sidewalk or landing. The Engineer will approve the location of each pedestrian push button.

Install pedestrian push button signs (R 10-4B) directly above the push buttons.

Installation of pedestrian push buttons signs, electrical connections and all mounting hardware shall not be paid for directly, but considered subsidiary to Item 688, "Traffic Signal Detectors".

ITEM 6266: VEHICLE IMAGING VIDEO DETECTION SYSTEM

The Iteris Radar and Camera currently used by the City of Leander are the Iteris Vantage Next or Vantage Vector. The Iteris Radar and Camera equipment supplied must be compatible and interchangeable with the current City of Leander equipment. The Iteris NEXT System allows the remote monitoring of 4 simultaneous videos and provides remote reconfiguration of Detection Zones through wireless or wired communication.

Install, and make **fully operational** the Iteris Vehicle Imaging Video Detection System (Radars). This includes all radars, mounting hardware, and cable, field set up devices, color monitor, detection processor, connectors and surge suppression panel for AV & Video.

SPECIAL SPECIFICATION 6083

Specification for a Modular (Multi or Single Camera) Hybrid Video Imaging and Radar Detection System

1. General

This specification sets forth the minimum requirements for a system that detects vehicles on a roadway using a multi-sensor detection system.

The multi-sensor system shall utilize two different sensors of different technologies, video imaging and radar, to detect and track licensed and unlicensed vehicles at up to 600 feet. The sensor system shall fuse vehicle information from the two sensors to provide highly accurate and precise detection for simultaneous stop bar presence detection, advanced detection, and special or advanced applications.

1.1 System Hardware

The multi-sensor detection system (MSDS) shall consist of up to four hybrid video camera/radar sensors, one NEXT Central Control Unit Shelf-Mount (CCU), (For input/output

extension modules, video surge suppressors, HDMI monitor and a pointing device, or any combination thereof.

The MSDS will be deployed at locations where site conditions and roadway geometry vary. The MSDS system may also be deployed at locations where existing cabinets or equipment exist. Existing site configurations will dictate the availability of cabinet space and MSDS usage.

1.2 **System Software**

The system shall include software that discriminately detects the presence of individual vehicles and bicycles in a single or multiple lanes using only the video image. Detection zones shall be defined using only an embedded software application. A monitor, a keyboard and a pointing device are used to place the zones on a video image. A minimum of 32 video detection zones and 32 radar detection zones plus 5 trip lines per sensor shall be available.

A separate computer shall not be required to program the detection zones. In addition to creating vehicle and bicycle zones, the system shall automatically define a pedestrian crossing area in front of the stop bar zones. The system shall provide a tracking mechanism that counts pedestrian volume moving within this crossing area, and also determine the average, maximum, and minimum speed of pedestrians moving within this crossing zone. The system shall also provide discrete outputs when pedestrians are in the crosswalk during normal crossing phases (one for each direction of travel) and when a red phase input has been detected. The system shall also provide a visual indication on the video image that a pedestrian is in the crosswalk.

1.3 ***The MSDS shall be made in the U.S.A. in compliance with FTA “Buy America” regulations.***

2. **MSDS Hardware**

2.1 ***Detection Processor (DP) System Interfaces***

The DP shall be a single-rack detector card width, and provide provision for up to two sensors per DP. It may be possible for the DPs to be embedded in the CCU to provide a single cabinet interface. The following interfaces shall be provided on each video detection processor:

2.1.1 **Video Input**

Each DP will be supplied with video from the MSDS Sensor via Ethernet cables plugged into the front of the Central Control Unit. The interface connectors shall be RJ-45 type.

2.1.2 Video Lock LED

A LED indicator shall be provided to indicate the presence of the video signal. The LED shall illuminate upon valid video synchronization and turn off when the presence of a valid video signal is removed.

2.1.3 Contact Closure Output

Open collector (contact closure) outputs shall be provided. Four (4) open collector outputs shall be provided for the Detection Processor rack-mount configuration. Additionally, the MSDS shall allow the use of extension modules to provide up to 32 open collector contact closures per sensor input. Each open collector output shall be capable of sinking 30mA at 24VDC. Open collector outputs will be used for vehicle detection indicators as well as discrete outputs for alarm conditions. The DP outputs shall be compatible with industry standard detector racks assignments.

2.1.4 Logic Inputs

Logic inputs such as delay/extend or delay inhibit shall be supported through the appropriate detector rack connector pin or front panel connector in the case of the I/O module. For DPs and extension modules, 4 inputs shall be supported via detector rack interface. The I/O module shall accommodate eight (8) inputs through a 15-pin “D” connector.

2.1.5 Detection LEDs

Detection status LEDs shall be provided on the front panel. The LEDs shall illuminate when a contact closure output occurs. Rack-mounted video processors shall have a minimum of four (4) LEDs. Rack-mounted extension modules shall have two (2), four (4) or eight (8) LEDs (depending upon extension module type) to indicate detection.

Where the DP's are integrated into the CCU the detection LEDs shall be displayed virtually on the setup tool.

2.1.6 Test Switches

The front panel of the DP shall have detector test switches to allow the user to manually place vehicle and bicycle calls on each DP output channel. The test switch shall be able to place a momentary call.

Where the DP's are integrated into the CCU the detector test switched shall be activated virtually through the setup tool.

2.2 ***Both the DP and EM shall be specifically designed to mount in a standard detector rack, using the edge connector to obtain power, provide contact closure outputs and accept logic inputs (e.g. delay/extend). No adapters shall be required to mount the DP or EM in a standard detector rack and no rack rewiring shall not be required.***

2.3 ***DP printed circuit boards (PCBs) shall be conformally coated in accordance with Caltrans and NEMA specifications.***

2.4 ***On-board Memory***

The DP shall utilize non-volatile memory technology to store on-board firmware and operational data.

2.5 ***Firmware Upgrade***

The CCU shall enable the loading of modified or enhanced software through either the Ethernet or front-panel USB port (using a USB thumb drive) and without removing or modifying the CCU hardware. The upgrade will affect both the CCU and DP hardware when connected into a single system.

2.6 ***DP and EM Power***

The DP and EM shall be powered by 12 or 24 volts DC. DP and EM modules shall automatically compensate for either 12 or 24 VDC operation. DP power consumption shall not exceed 7.5 watts. The EM power consumption shall not exceed 3 watts.

2.7 ***Operating Temperature***

The MSDS shall operate satisfactorily in a temperature range from -30° F to +165° F (-34° C to +74° C) and a humidity range from 0%RH to 95%RH, non-condensing as set forth in NEMA specifications.

3. **MSDS CCU**

The MSDS Central Control Unit (CCU) shall be supplied by the MSDS manufacturer.

3.1 ***Hardware***

The CCU shall be supplied in One form factors.

- 1. Shelf-Mount format; TS2 version. The CCU shall be able to stand up on available shelf-space within the cabinet. All connections shall be made from the front of the CCU, and no external DPs will be required.**

3.2 ***CCU Power***

- 3.2.1 The 19" Rack-mount CCU shall be powered from an 110V or 230V, 50Hz or 60Hz supply. CCU power consumption shall not exceed 20 Watts.**
- 3.2.2 The shelf-mount format CCU shall be powered from a 48V DC power supply. CCU power consumption shall not exceed 150 Watts.**

3.3 ***Operating Temperature***

The MSDS shall operate satisfactorily in a temperature range from -30° F to +165° F (-34° C to +74° C) and a humidity range from 0%RH to 95%RH, non-condensing as set forth in NEMA specifications.

3.4 ***On-board Memory***

The CCU shall utilize non-volatile memory technology to store on-board firmware and operational data.

3.5 ***Video Surge Suppression***

The CCU shall incorporate surge suppression for each sensor input. The CCU shall be appropriately grounded to the cabinet ground rod using 14 AWG (2.5mm²) minimum.

3.6 ***Power Surge Suppression***

The CCU shall incorporate power surge suppression both on the input power and on the power supplied to the sensors. The CCU shall be appropriately grounded to the cabinet ground rod using 14 AWG (2.5mm²) minimum.

3.7 Power Management

The CCU shall incorporate power management for the various parts of the MSDS such that if fault conditions are detected the power supply will safely shut down the power to that peripheral.

3.8 Interfaces

3.8.1 Extension Modules

Extension modules (EM) shall be available to eliminate the need of rewiring the detector rack, by enabling the user to plug an extension module into the appropriate slot in the detector rack to provide additional open collector outputs. The EM shall be available in both 2- and 4-channel configurations. EM configurations shall be programmable from the CCU. A separate I/O module shall also be available having 32 outputs through a 37-pin "D" connector on the front panel and 8 inputs through a 15-pin "D" connector using an external wire harness for expanded flexibility.

3.8.2 The CCU shall provide four ports for connection to MSDS sensors. The connector shall be an RJ-45 type.

3.8.3 The CCU shall provide four ports for connection to DPs. The connector shall be an RJ-45 type. These connectors will not be required for the Shelf-Mount TS2 version CCU.

3.8.4 The CCU shall provide 2 USB 'A' ports on the front panel of the rack mount CCU unit. These ports can be utilized for various functions. For example, keyboard and mouse functions during system configuration, USB storage devices can be utilized for bin data and video collection. The USB ports shall not require special mouse software drivers. The USB ports shall be used as part of system setup and configuration

3.8.5 The CCU shall provide an output to a monitor. The port shall be HDMI. The native resolution of the monitor port shall be 1024 x 768.

3.8.6 Communications

An Ethernet communications port shall be provided on the front panel. The Ethernet port shall be compliant with IEEE 802.3 and shall use a RJ-45 type connector mounted on the front panel of the CCU. The Ethernet communications interface shall allow the user to remotely configure the system and/or to extract calculated vehicle/roadway information. The interface protocol shall be documented or interface software shall be provided. Each MSDS shall have the capability to be IP addressable. The DP shall support data rates of up to 100Mbps.

3.8.7 The CCU shall provide an SDLC connection to the Traffic Controller. The connector shall be a 'D-15' type, in compliance with NEMA TS-2 specifications.

- 3.8.8 The CCU shall provide an indicator when the SDLC port is active.
- 3.8.9 The CCU shall provide an indicator when the unit has power.
- 3.8.10 The CCU shall provide an indicator when the unit is on line.
- 3.8.11 The CCU shall provide a Wi-Fi connection. The connection shall be over a standard 2.4GHz connection. The Wi-Fi connection shall be enabled and disabled by a switch on the CCU. The CCU shall provide an indicator when the Wi-Fi connection is active.
- 3.8.12 The CCU shall provide a connection for a removable antenna. The antenna connection shall be a SMA Male type.
- 3.8.13 The CCU shall provide system status via an on-board Organic Light Emitting Diode display. The display shall indicate various system parameters, such as sensor health and DP health, firmware version and sensor air temperature. The display will be enabled with a switch on the CCU. The display will automatically disable 15 minutes after the button is pressed.

4. MSDS Sensor

The MSDS sensor shall be supplied by the MSDS manufacturer and consist of two components; a camera sensor and a radar sensor.

- 4.1 *The MSDS sensor shall utilize a single shielded CAT5E or CAT6 cable for power, communications and video. Cable termination at the camera shall not require crimping or special tools. The cable termination shall only require a standard wire stripper and a screw driver. No connectors (e.g. BNC) shall be allowed.*

An optional RJ45 direct connector shall be made available if a user chooses to connect the sensor cable with RJ45 connections at the sensor.

4.2 Camera Sensor

- 4.2.1 The camera sensor shall allow the user to set the focus and field of view of the camera imager via the MSDS software. Sensor control from the controller cabinet shall communicate over a single Cat-5e or CAT6 cable. No additional wires shall be required.
- 4.2.2 The camera imager shall produce a useable video image of the features of vehicles under all roadway lighting conditions, regardless of time of day. The minimum range of scene luminance over which the camera shall produce a useable video image shall be the

minimum range from nighttime to daytime, but not less than the range 0.003 lux to 10,000 lux.

- 4.2.3 The camera imager electronics shall include automatic gain control (AGC) to produce a satisfactory image at night for the MSDS algorithms.
- 4.2.4 The camera imager luminance signal to noise ratio (S/N) shall be more than 50 dB with the automatic gain control (AGC) disabled.
- 4.2.5 The camera imager shall employ three dimensional dynamic noise reduction (3D-DNR) to remove unwanted image noise.
- 4.2.6 The camera imager shall employ wide dynamic range (WDR) technology to compensate for wide dynamic outdoor lighting conditions. The dynamic range shall be greater than 100 dB.
- 4.3 *The camera imager shall be digital signal processor (DSP) based and shall use a CCD sensing element and shall output color video with resolution of not less than 540 TV lines. The color CCD imager shall have a minimum effective area of 811(h) x 508(v) pixels.*
 - 4.3.1 The camera imager shall include an electronic shutter control based upon average scene luminance and shall be equipped with an auto-iris lens that operates in tandem with the electronic shutter. The electronic shutter shall operate between the range of 1/60th to 1/90,000th second.
 - 4.3.2 The camera imager shall utilize automatic white balance.
 - 4.3.3 The camera imager shall include a variable focal length lens with variable focus that can be adjusted, without opening up the camera housing, to suit the site geometry by means of a portable interface device designed for that purpose and manufactured by the detection system supplier.
 - 4.3.4 The horizontal field of view shall be adjustable from 4.5 to 48 degrees. The sensor camera lens shall be a 12x zoom lens with a focal length of 3.5mm to 35mm.
 - 4.3.5 The sensor camera lens shall also have an auto-focus feature with a manual override to facilitate ease of setup.
 - 4.3.6 The sensor shall incorporate the use of preset positioning that store zoom and focus positioning information. The sensor shall have the capability to recall the previously stored preset upon application of power.

- 4.3.7 The camera imager shall be housed in a weather-tight sealed enclosure. The housing shall allow the sensor camera to be rotated to allow proper alignment between the sensor camera and the traveled road surface.**
- 4.3.8 The sensor camera enclosure shall be equipped with a sunshield. The sunshield shall include a provision for water diversion to prevent water from flowing in the camera sensor's field of view. The camera sensor enclosure with sunshield shall be less than 3.5" (89mm) diameter, less than 5.25" (133mm) long, and shall weigh less than 2.5 pounds (1.14kg) when the camera and lens are mounted inside the enclosure.**
- 4.3.9 The enclosure shall be designed so that the pan, tilt and rotation of the camera sensor assembly can be accomplished independently without affecting the other settings.**

4.3.10 Camera Lens

The camera sensor enclosure shall include a proportionally controlled Indium Tin Oxide (ITO) lens coating for the heating element of the front glass that maximizes heat transfer to the lens. The output power of the heater shall vary with temperature, to assure proper operation of the lens functions at low temperatures and prevent moisture condensation on the optical faceplate of the enclosure. The transparent coating shall not impact the visual acuity and shall be optically clear. The glass face on the front of the camera sensor enclosure shall have an anti-reflective coating to minimize light and image reflections.

- 4.3.11 When mounted outdoors in the enclosure, the camera sensor shall operate satisfactorily in a temperature range from -30° F to +140° F (-34 °C to +60 °C) and a humidity range from 0% RH to 100% RH. Measurement of satisfactory video shall be based upon DP system operation.**

4.4 *Radar Sensor*

- 4.4.1 The radar sensor shall operate in the 24 GHz frequency band and shall operate on 1 of 7 available enumerated channels that is user selectable.**
- 4.4.2 The radar detection range shall be over 500 feet (152 meters) minimum, +/- 5%.**
- 4.4.3 The radar sensor shall be able to track up to 64 independent objects simultaneously.**
- 4.4.4 Object speed detection shall be within a range of 0 to 150 miles per hour +/- 1.0 miles per hour (240 km per hour ± 1.5 km per hour).**

- 4.4.5 The radar sensor shall be able to detect vehicles in 1 to 6 traffic lanes.
- 4.4.6 The radar sensor shall be housed in a weather-tight sealed enclosure conforming to IP-67 specifications. The housing shall allow the radar to be adjusted to allow proper alignment between the sensor and the traveled road surface.
- 4.4.7 When mounted outdoors in the enclosure, the radar shall operate in a temperature range from -30 °F to +165 °F (-34 °C to +74 °C) and a humidity range from 0% RH to 100% RH.
- 4.4.8 The radar sensor shall communicate with the sensor data combiner.
- 4.4.9 The radar sensor shall acquire its power from the sensor data combiner.
- 4.5 *Both camera imager and radar sensors shall be housed in an overall, single enclosure assembly.*
- 4.6 *The overall size of the multi-sensor enclosure shall not exceed 14 inches x 15 inches x 17 inches (355mm x 380mm x 430mm).*
- 4.7 *The overall weight of the multi-sensor unit shall not exceed 11 pounds (5kg).*
- 4.8 *The effective projected area (EPA) shall not exceed 2.0 square feet (0.6 square meters).*
- 4.9 *The maximum power consumption for the multi-sensor assembly shall be less than 10 watts typical, 20 watts peak.*
- 4.10 *Recommended sensor placement height shall be 33 feet (or 10 meters) above the roadway, and over the traveled way on which vehicles are to be detected. For optimum detection the MSDS sensor should be centered above the traveled roadway. The camera shall view approaching vehicles at a distance not to exceed 350 feet (107 meters) for reliable detection (height to distance ratio of 10:100). Camera placement and field of view (FOV) shall be unobstructed and as noted in the installation documentation provided by the supplier.*
- 4.11 *The video signal shall be fully isolated from the sensor enclosure.*
- 4.12 *Sensor Data Combiner*
 - 4.12.1 A sensor data combiner that combines sensor information from both video and radar sensors shall be employed.

- 4.12.2 The sensor data combiner shall supply primary power to each sensor unit.**
- 4.12.3 The sensor data combiner shall facilitate digital communications between the sensor data combiner and each of the sensor units.**
- 4.12.4 The sensor data combiner shall get its primary power from DC power sourced from the CCU using outdoor rated, shielded Cat5E or Cat6 cable.**
- 4.12.5 The sensor data combiner shall communicate with the detection processor using a single outdoor rated, shielded Cat5E or Cat 6 cable. Both video imaging and radar data shall use the single cable.**
- 4.12.6 The sensor data signal shall be fully isolated from the mechanical enclosure**
- 4.12.7 Cable terminations at the sensor data combiner shall not require crimping tools.**
- 4.12.8 The sensor data combiner shall be housed in a weather-tight sealed enclosure conforming to IP-67 specifications.**
- 4.13 *A weather-proof protective cover shall be provided shall be provided to protect all terminations at the sensor.***
- 4.14 *The sensor assembly shall include a temperature sensor. The sensor will be polled by the MSDS every minute and will supply the current air temperature. The MSDS software will display this information on the On-Screen Display for each sensor.***

5. MSDS Software

5.1 *General System Functions*

- 5.1.1** Detection zones shall be programmed via an embedded application displayed on a video monitor and a keyboard and a pointing device connected to the CCU. The menu shall facilitate placement of detection zones and setting of zone parameters or to configure system parameters. A separate computer shall not be required for programming detection zones or to view system operation. All programming function shall occur on live video images and radar blips, no snapshots or still images are allowed.

- 5.1.2 The MSDS software shall store up to five completely independent detection zone patterns in non-volatile memory. The MSDS can switch to any one of the five different detection patterns within 1 second of user request via menu selection with the pointing device. Each configuration shall be uniquely labeled and able to be edited by the user for identification. The currently active configuration indicator shall be displayed on the monitor.
- 5.1.3 The MSDS shall detect vehicles and bicycles in real time as they travel across each camera detection zone.
- 5.1.4 The MSDS shall detect vehicles in real time as they travel across each radar detection zone.
- 5.1.5 The DP shall automatically define a pedestrian crossing area, and track pedestrians in real-time as they travel across this pedestrian crossing area in both directions of the camera image. The DP shall count pedestrians moving left-to-right, and right-to-left. The DP shall measure the speed of pedestrians moving left-to-right, and right-to-left, and provide the minimum, maximum, and average speed of the pedestrians per the bin interval. These values shall be displayed on-screen for both directions, and an option shall be provided to the user to turn this on-screen display on or off. This data will be stored in local memory for later retrieval via a remote device. The data will be stored at the Bin Interval set in the system.
- 5.1.6 The MSDS shall accept new detection patterns from an external computer through the Ethernet port when the external computer uses the correct communications protocol for downloading detection patterns. A Windows™-based software designed for local or remote connection and providing video capture, real-time detection indication and detection zone modification capability shall be provided with the system.
- 5.1.7 The MSDS shall have the capability to automatically switch to any one of the stored configurations based on the time of day which shall be programmable by the user.
- 5.1.8 The MSDS shall send its detection patterns to an external computer through the Ethernet port when requested when the external computer uses the appropriate communications protocol for uploading detection patterns.
- 5.1.9 The MSDS shall default to a safe condition, such as a constant call on each active detection channel, in the event of unacceptable interference or loss of the video and/or radar signal.
- 5.1.10 The MSDS shall be capable of automatically detecting a low-visibility condition of the camera sensor such as fog and respond by placing all affected detection zones in a constant call mode. A user-selected alarm output shall be active during the low-visibility condition that can be used to modify the controller operation if connected to the appropriate controller input modifier(s). The system shall automatically revert to normal detection mode when the low-visibility condition no longer exists. An On-Screen Icon will be displayed while the system is in this mode.

- 5.1.11 Up to 32 detection zones per camera input shall be supported and each detection zone must be user-sizeable to suit the site and the desired vehicle detection region.
- 5.1.12 Up to 32 detection zones per radar input shall be supported and each detection zone must be user-sizeable to suit the site and the desired vehicle detection region.
- 5.1.13 Up to 5 trip lines per radar input shall be supported and each trip line must be user-positionable to suit the site and the desired vehicle detection application.
- 5.1.14 The system shall provide a Group output. When a user defined number of vehicles are present in the radar FOV the system shall activate an output.
- 5.1.15 The MSDS shall provide up to 32 open collector output channels per camera or radar input using one or more extension modules.
- 5.1.16 The MSDS shall provide discrete outputs when pedestrians are being tracked in the crosswalk. An output may be assigned to pedestrians crossing from left to right and a separate output may be assigned to pedestrians crossing from right to left.
- 5.1.17 The MSDS shall provide a discrete output when pedestrians are crossing against a red phase. The MSDS shall allow up to 4 phase inputs to be assigned to each crosswalk.
- 5.1.18 A single video detection zone shall be able to replace multiple inductive loops and the video detection zones shall be OR'ed as the default or may instead be AND'ed together to indicate vehicle presence on a single approach of traffic movement.
- 5.1.19 When a vehicle is detected within a detection zone, a visual indication of the detection shall activate on the video and radar overlay display to confirm the detection of the vehicle for the zone.
- 5.1.20 Detection shall be at least 98% accurate in good weather conditions, with slight degradation possible under adverse weather conditions (e.g. rain, snow, or fog) which reduce visibility. Detection accuracy is dependent upon site geometry, sensor placement, camera image quality and detection zone location, and these accuracy levels do not include allowances for occlusion or poor video due to sensor location or quality.
- 5.1.21 The MSDS shall provide dynamic zone reconfiguration (DZR). DZR sustains normal operation of existing detection zones when one zone is being added or modified during the setup process. The new zone configuration shall not go into effect until the configuration is saved by the operator.
- 5.1.22 Detection zone setup shall not require site specific information such as latitude and longitude to be entered into the system.

- 5.1.23 The RDS shall process the radar signals from each sensor at 50mS intervals. Multiple processors shall process all radar signals simultaneously.
- 5.1.24 The MSDS shall process the video input from each camera sensor at 30 frames per second. Multiple camera processors shall process all video inputs simultaneously.
- 5.1.25 The MSDS shall output a constant call during the background learning period of no longer than 3 minutes.
- 5.1.26 Detection zone outputs shall be individually configurable to allow the selection of presence, pulse, extend, and delay outputs. Timing parameters of pulse, extend, and delay outputs shall be user definable between 0.1 to 25.0 seconds.
- 5.1.27 Up to six detection zones per camera sensor view shall have the capability to count the number of vehicles detected. The count value shall be internally stored for later retrieval through the Ethernet port. The zone shall also have the capability to calculate and store average speed and lane occupancy at user-selectable bin intervals of 10 seconds, 20 seconds, 1 minute, 5 minutes, 15 minutes, 30 minutes and 60 minutes.
- 5.1.28 The system shall provide an automatic count function for right turn vehicles. Once standard detection zones have been configured the system will determine the path of right turn vehicles and begin to track them. The data will be stored at the chosen bin interval. The current count will be displayed on the video image. The current count display may be disabled by the user.
- 5.1.29 In addition to the count type zone, the MSDS shall be able to calculate average speed and lane occupancy for all of the video detection zones independently. These values shall be stored in non-volatile memory for later retrieval.
- 5.1.30 The MSDS shall have an “advance” zone type where raw detection output duration to the traffic controller is compensated for angular occlusion and distance.
- 5.1.31 The MSDS shall employ color overlays on the video output.
- 5.1.32 The MSDS shall have the ability to show controller phase status (green, yellow, or red) for up to 8 phases. These indications shall also be color coded.
- 5.1.33 The user shall have the ability to enable or disable the display of the phase information on the video output.
- 5.1.34 The MSDS shall have the capability to change the characteristics of a detection zone based on external inputs such as signal phase. Each detection zone shall be able to switch from one zone type (i.e. presence, extension, pulse, etc.) to another zone type based on the signal state. For

example, a zone may be a “count” zone when the phase is green but change to a “presence” zone type when the phase is not green. Another application would be zone type of “extension” when the signal phase is green and then “delay” when red.

- 5.1.35 The MSDS software shall aid the user in drawing additional detection zones by automatically drawing and placing zones at appropriate locations with only a single click of the mouse. The additional zone shall utilize geometric extrapolation of the parent zone when creating the child zone. The process shall also automatically accommodate lane marking angles and zone overlaps.
- 5.1.36 The radar sensor shall have the capability to control the output of each radar detection zone based on a minimum or maximum speed. The minimum speed can be set from 0 mph (0 kph) to 249 mph (400 kph). The maximum speed can be set between 1 mph (1 kph) to 250 mph (402 kph).
- 5.1.37 When the user wishes to modify the location of a zone, the MSDS software shall allow the user move a single zone, multiple zones or all zones simultaneously.
- 5.1.38 When the user wishes to modify the geometric shape of the zone, the MSDS software shall allow the user to change the shape by moving the zone corner or zone sides.
- 5.1.39 On screen zone identifiers shall be modifiable by the user. The user shall be allowed to select channel output assignments, zone type, input status, zone labels or zone numbers to be the identifier.
- 5.1.40 The MSDS shall have the capability to show pedestrian activity in the crosswalk through a visual indication on the video output.
- 5.1.41 The MSDS software shall support bicycle type zones where the zone can differentiate between motorized vehicles and bicycles, producing a call for one but not the other.
- 5.1.42 Bicycle zone types shall only output when a bicycle is detected. Larger motorized vehicles such as cars and trucks that traverse a bicycle zone shall not provide an output.
- 5.1.43 The MSDS software shall provide the ability to assign a separate output channel for bicycle zones to allow traffic controllers to implement special bicycle timing.
- 5.1.44 Placement of bicycle type zones in vehicle lanes shall be allowed.
- 5.1.45 Upon detection of a bicycle, the video output overlay shall indicate active detection as well as providing a unique bicycle detection identifier to visually distinguish bicycle detection versus vehicle detection.

5.1.46 Up to six bicycle detection zones per camera view shall have the capability to count the number of bicycles detected in addition to their normal detection function. The count value shall be internally stored for later retrieval through the Ethernet port.

5.1.47 Automatic Traffic Volume Graph

The On-Screen Display shall include an Automatic Traffic Volume graph. This graph will display estimated Vehicles Per Hour (VPH) per movement for each camera view. The graph will display a rolling 24 hour period of VPH.

5.1.48 Occupancy Graph

The On-Screen Display shall include an Occupancy Graph. This graph will display estimated approach occupancy for each camera view. The graph will display a rolling 24 hour period of Occupancy.

5.1.49 Speed Graph

The On-Screen Display shall include a Speed Graph. This graph will display average speed of vehicles through the each sensor view for the last Bin Interval. The graph will display a rolling 24 hour period of Speed.

5.1.50 Radar Zone Data Display

Current conditions for the 32 radar zones shall be displayed on the video. The conditions are; un-configured, configured and inactive and configured and active.

5.1.51 Radar Trip Line and Activity Display

Current conditions of the 5 trip lines and any warning flags from the radar shall be displayed on the video.

5.2 *User Interfaces*

This section sets forth the minimum requirements for the MSDS to provide a single point interface to remote and local users. The MSDS shall also have the capability to stream up to four simultaneous video streams over an Ethernet interface.

- 5.2.1 The user interface shall provide capabilities to enable multiple rack-mounted detection processors to be locally and remotely accessed from a single point via an Ethernet connection.**
- 5.2.2 The device shall allow the operator to view four videos simultaneously or any one video by controls embedded in the MSDS.**
- 5.2.3 Local user access to video detection programming shall be limited to the detection processor unit that is currently being displayed on the monitor.**
- 5.2.4 All local programming and setup parameters for the video detection processor shall be user accessible through the interface unit without requiring the user to swap user interface cables between video detection processors.**
- 5.2.5 Remote access to the device shall be through the built-in Ethernet port via access software running on a Microsoft Windows based personal computer.**
- 5.2.6 A Windows OS remote access firmware shall also be available for remote setup and diagnostics of the interface unit.**
- 5.2.7 The MSDS shall support streaming video technology using H.264 standards to allow the user to monitor video detection imagery over the Ethernet interface. Motion JPEG streaming video shall not be allowed.**
- 5.2.8 The interface unit shall allow eight independent streams, one from each detection processor, to be transported via Ethernet to four independent streaming video players simultaneously in D1 resolution.**
- 5.2.9 The interface shall allow the user to select the resolution of the displayed streamed video.**
- 5.2.10 The interface unit shall support the streaming and display of four concurrent streams in D1 resolution.**
- 5.2.11 The interface shall allow the user to change the unit's Ethernet network settings of IP address, subnet mask and default gateway.**
- 5.2.12 The MSDS shall allow the user to upload new application firmware through the use of the interface, remotely or on-site.**

- 5.2.13 A Windows OS based application will be provided to remotely view video streams from the MSDS.
- 5.2.14 An iOS and Android based application shall be available to remotely access each configured MSDS on the agency's network. This application shall allow the user to choose between any number of pre-configured intersection locations. Using the iOS or Android device, the application will allow the user to view live video from any camera at that intersection, including vehicle and bicycle detections in real-time. The application will also allow the user to view individual intersection data, including turning movement counts and occupancy. The application will show each data set in time periods of day, week, or month, and have the capability of turning on or off right, left, and thru movement data for turning movement count data. The application will also allow the user to view current system diagnostic data, including the following, but not limited to; individual camera glare and low contrast information, system low contrast, constant call, alarm, reboots, logins, and menu access information.
- 5.2.15 A Windows based PC application shall be available to remotely access each configured MSDS on the agency's network. The application shall allow the user to choose multiple intersection locations to be displayed simultaneously on the screen. Intersections can be displayed in alphanumeric order. Groups of intersections can be configured to be displayed simultaneously to allow the user to monitor particular corridors of detection. Multiple groups may be configured in the application.

6. SDLC Functionality

This section sets forth the minimum requirements for a full-function BIU and integrated MSDS detection communication. The MSDS shall provide outputs to the controller of vehicle calls from DPs that reside within the detector rack.

6.1 *Functional Capabilities*

The MSDS shall have the capability of monitoring phase information and passing that information and other system data such as "time" from the controller to video detection processor modules. The DP shall also accept data from video processor modules and relay the information to the controller. The unit shall provide a maximum of 64 detector outputs to the controller via the SDLC interface.

6.2 *Requirements*

The module shall be in compliance with the following industry specifications:

- *Transportation Electrical Equipment Specifications (TEES)*, August 16, 2002 (or latest edition), California Department of Transportation
- *NEMA Standard Publication TS 1-1989* (or latest edition), *Traffic Control Systems*, National Electrical Manufacturers Association
- *NEMA Standard Publication TS 2-2003, Traffic Controller Assemblies With NTCIP Requirements, Version 02.06* (or latest edition), National Electrical Manufacturers Association

6.3 ***Data Interfaces***

The MSDS shall have two data interfaces:

- The interface to the controller shall be accomplished by the use of the TS-2 SDLC port and protocol in accordance with the TS-2 specifications. The module shall be able to be configured to respond to BIU addresses 8, 9, 10 and 11 or a combination thereof.
- The interface to communicate with card rack video detection processors shall be manufacturer specific.

6.4 ***SDLC Communication Indicators***

One LED indicator shall be provided for the TS-2 SDLC interface. The indicator shall be used to inform the user of any communication activity on the SDLC port.

7. ***Installation***

7.1 ***The cable to be used between the sensor and the CCU in the traffic cabinet shall be Cat-5e, shielded, outdoor rated. This cable shall be suitable for installation in conduit or overhead with appropriate span wire. Shielded RJ-45 connectors shall be used where applicable. The Cat-5e cable, RJ-45 connector, stripping and crimping tool shall be approved by the supplier of the video detection system, and the manufacturer's instructions must be followed to ensure proper connection.***

7.2 ***The detection sensor shall be installed by factory-certified installers as recommended by the supplier and documented in installation materials provided by the supplier. Proof of factory certification shall be provided.***

8. ***Warranty***

8.1 ***The supplier shall provide a limited three-year warranty on the MSDS.***

8.2 *During the warranty period, technical support shall be available from the supplier via telephone within 4 hours of the time a call is made by a user, and this support shall be available from factory-certified personnel or factory-certified installers.*

8.3 *During the warranty period, updates to DP software shall be available from the supplier without charge.*

9. Maintenance and Support

9.1 *The supplier shall maintain an adequate inventory of parts to support maintenance and repair of the video detection system. These parts shall be available for delivery within 30 days of placement of an acceptable order at the supplier's then current pricing and terms of sale for said parts.*

9.2 *The supplier shall maintain an ongoing program of technical support for the video detection system. This technical support shall be available via telephone, or via personnel sent to the installation site upon placement of an acceptable order at the supplier's then current pricing and terms of sale for on-site technical support services.*

9.3 *Installation or training support shall be provided by a factory-authorized representative and shall be a minimum IMSA-Level II Traffic Signal Technician certified.*

9.4 *All product documentation shall be written in the English language.*



EXECUTIVE SUMMARY
12/21/2023

AGENDA SUBJECT:

Discuss and consider action on an Ordinance amending Ordinance No. 23-056-00 adopting the annual budget of the City of Leander, Texas for Fiscal Year 2024.

BACKGROUND:

A recently discovered revenue forecasting error during the budget preparation affects the property tax revenue estimate in the adopted FY24 budget. The forecast for property tax revenue was underestimated by \$1,240,000.00 in the General Fund revenues and by \$750,000.00 in the Debt Service Fund revenues. As a result, anticipated tax revenue for FY24 will likely exceed the budget by those amounts in each fund. The Debt Service Fund is restricted to the paying of debt, but the additional revenue in the General Fund can be used if appropriated by budget amendment.

The error did not affect the Truth-in-Taxation calculations that were prepared by the Williamson County Tax Office nor the actual tax rate that the City Council adopted. The error occurred when the final certified tax roll figures from Travis CAD were input into the revenue budget forecast. Property values for senior or disabled persons properties were double counted, which resulted in a lower estimate of taxable property values.

With the proposed budget amendment, staff requests City Council consideration and approval of using \$350,000.00 in the General Fund to increase funding for the Employee Merit Program and the Public Safety Step Plans. If approved, in addition to the General Fund, the impact to the Utility Fund would be \$30,000.00 and the impact to the Golf Fund would be \$7,500.00.

The adopted FY24 budget includes an average merit pool of 2.5% for non-public safety employees which is a reduction from prior years where the average merit pool was 4%. Increases between steps in the Police and Fire Step Plans are funded as designed (1.95% for Police and 2.5% for Fire). Staff is recommending that the merit pool be increased back to 4% and that the Police and Fire Step Plans receive an across-the-board plan adjustment of 2% for Police and 1.45% for Fire. The net result for Police and Fire would be that these employees would also receive a 4% increase similar to regular employees when their step increase is factored in.

At the city manager administrative level, a recent change to the Police Step Plan has been implemented to help with recruiting. The Interim City Manager has approved adjusting the starting pay for an entry-level (Step 1) Police Officer and Step 2. Steps 3-15 would not change because there would continue to be enough spread between even a revised Step 2 and the current Step 3. This change was recommended to help with recruiting.

In addition, staff will be working with economic development staff to evaluate potential funding of a reserve account restricted for future economic development projects and/or prospects. Any recommendation will be brought back to City Council for input and/or approval.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Approve an ordinance amending the FY24 Budget which would provide for an increase in funding for the Public Safety Step Plans and civilian merit program with an estimated cost of \$350,000.00 to the General Fund, \$30,000.00 in the Utility Fund, and \$7,500.00 in the Golf Fund.

PRESENTER:

Robert G. Powers, Executive Finance Director

	<u>Fiscal Impact</u>
<u>Amount requested:</u>	387,500.00
<u>Approved in current budget (Yes / No):</u>	No
<u>Expenditure (New / Amended):</u>	Amended
<u>Recurring or one-time:</u>	Recurring
<u>Fund source (Operating / Utility / etc.):</u>	General Fund (\$350,000.00); Utility Fund (\$30,000.0); Golf Fund (\$7,500.00)

Attachments:

1. Amended Ordinance No 1 FY24

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

**AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING
ORDINANCE NO. 23-056-00 ADOPTING THE ANNUAL BUDGET OF THE
CITY OF LEANDER, TEXAS FOR FISCAL YEAR 2024.**

WHEREAS, a proposed budget for the fiscal year beginning October 1, 2023 and ending September 30, 2024 for the City of Leander, Texas was duly filed with the City Secretary and was duly presented to the Mayor and City Council; and

WHEREAS, the City Council approved and adopted the FY 2024 budget; and

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

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

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

Section 2. Budget Amendment. The FY 2024 Budget is hereby amended as shown in Exhibit A.

Section 3. Open Meetings. It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't Code*.

PASSED AND APPROVED on this 21st day of December 2023.

ATTEST:

CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor

EXHIBIT A - SUMMARY

FUND	ADOPTED FY 2024 BUDGET	AMENDMENT 1 FY 2024 CHANGE		REVISED FY 2024 BUDGET
01 - GENERAL FUND				
REVENUES	64,468,585	1,240,000		65,708,585
EXPENDITURES	67,528,065	350,000		67,878,065
05 - GOLF FUND				
REVENUES	2,447,361	0		2,447,361
EXPENDITURES	2,303,646	7,500		2,311,146
20 - UTILITY FUND				
REVENUES	46,131,500	0		46,131,500
EXPENDITURES	49,838,057	30,000		49,868,057
80 - GF DEBT SERVICE				
REVENUES	20,806,500	750,000		21,556,500
EXPENDITURES	20,603,250	0		20,603,250

EXHIBIT A – DETAIL

FUND	DEPARTMENT	DESCRIPTION	AMENDMENT 1 FY 2024 CHANGE	TOTAL
01 - GENERAL FUND				
REVENUES				
01-00-4837	Revenues	Property Tax Revenue (Revised Estimate)	1,240,000	
		Total Revenues		1,240,000
EXPENDITURES				
01-53-5199	Non-Departmental	Merit & Pay Plan Adjustments	350,000	
		Total Expenditures		350,000
05 - GOLF FUND				
REVENUES				
EXPENDITURES				
05-31-5199	Non-Departmental	Merit & Pay Plan Adjustments	7,500	
		Total Expenditures		7,500
20 - UTILITY FUND				
REVENUES				
EXPENDITURES				
20-04-5199	Non-Departmental	Merit & Pay Plan Adjustments	30,000	
		Total Expenditures		30,000
80 – DEBT SERVICE				
REVENUES				
80-00-4838	Revenues	Property Tax Revenue (Revised Estimate)	750,000	
		Total Revenues		750,000
EXPENDITURES				

FUND	DEPARTMENT	DESCRIPTION	AMENDMENT 1 FY 2023 CHANGE	TOTAL
11- HOTEL OCCUPANCY TAX FUND				
EXPENDITURES				
11-01-6330	Administration	Chamber of Commerce Tourism Contract (revised estimate)	60,000	
11-01-5600	Administration	Hotel Feasibility Study	75,000	
		Total Expenditures		135,000
14 - VEHICLE FUND				
REVENUES				
		Fund Balance (Reserves)		130,200
EXPENDITURES				
14-41-7000	Police	Vehicles (prior year)	130,200	
		Total Expenditures		130,200
20 - UTILITY FUND				
REVENUES				
20-00-4090	Revenues	Water Sales	1,475,000	
		Total Revenues		1,475,000
EXPENDITURES				
20-02-5760	Water Maintenance	Regional System (Repairs)	1,250,000	
20-02-8385	Water Maintenance	Raw Water Barge Contingency Project (Cedar Park)	125,000	
20-04-5650	Non-Departmental	Contested Rate Case - Professional/Legal Fees	100,000	
				1,475,000



EXECUTIVE SUMMARY
12/21/2023

AGENDA SUBJECT:

Discuss and consider action on appointment of Josh Brockman-Weber with Messer Fort Law Firm and approval of Letter Agreement with Independent Ethics Counsel.

BACKGROUND:

The City Charter requires the Ethics Commission to be advised by independent legal counsel nominated by the city attorney and appointed by the City Council.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Paige Saenz, City Attorney

Fiscal Impact

Attachments:

1. Josh Brockman-Weber - Messer Fort



 972-668-6400

JOSH BROCKMAN-WEBER

Senior Attorney

PRACTICE AREAS

General Municipal Law
Economic Development
Real Estate and Construction Law
Litigation
Land Use and Development

PRACTICE DESCRIPTION

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Fort and continue his successful representation of local government and economic development clients.

EDUCATION

- Texas Tech University School of Law – Doctor of Jurisprudence, 1999
- University of Houston Law Center- 1999
- The University of Texas at Austin – Bachelor of Arts, 1994

ADMISSIONS AND MEMBERSHIPS

State Bar of Texas – 1999

State Bar of Texas Sections on Government Law, Litigation, and Construction Law

Texas City Attorney's Association

U.S. District Courts: Southern, Eastern and Western Districts of Texas

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