



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, January 4, 2024
Briefing Workshop at 6:00 PM
Regular Meeting at 7:00 PM



Mayor – Christine DeLisle	Place 4 – Na'Cole Thompson
Place 1 – Kathryn Pantalion-Parker	Place 5 – Chris Cznerek
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.
2. Roll Call.
3. Advanced Metering Infrastructure (AMI) project update

REGULAR MEETING – CONVENE AT 7:00 PM

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

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

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

7. Recognitions/Proclamations/Visitors
 - Martin Luther King Day Proclamation

CONSENT AGENDA: ACTION

8. Approval of the minutes for meeting held on December 21, 2023.
9. Approval of an Ordinance amending Parks and Recreation Department user fees and related policies.
10. Approval of amendments to Leander Public Library policies.

11. Approval a purchasing agreement with Cellco Partnership d/b/a Verizon Wireless for the purchase of hardware, software and services for wireless, voice and data utilizing DIR Contract DIR-TELE-CTSA-003 in the amount of \$115,000.00 for the term of contract expiring November 5, 2029; providing for an effective date; and authorizing the Interim City Manager to execute any and all necessary documents.
12. Award of Solicitation of S23-023 with McCreary, Veselka, Bragg & Allen P.C. under Contract L00311, for court and utility billing third party collection services for the term of contract expiring on December 21, 2030; providing for an effective date; and authorizing the Interim City Manager to execute any and all necessary documents.
13. Approval of the purchase of ten (10) police department vehicle camera systems and a five (5)- year usage agreement with Axon Enterprise, Inc. utilizing BuyBoard Contract 648-21 in the amount of \$92,004.00; and authorizing the Interim City Manager to execute any and all necessary documents.
14. Approval of Development Agreement Case DA-23-0021 regarding the duplexes at 414 Lion Drive Development on one (1) parcel of land, more particularly described by Williamson Central Appraisal District Parcel R036472, generally located at 414 Lion Drive, Leander, Williamson County, Texas.
15. Approval of the Barksdale License Agreement, Case LA-23-0027, to allow for the installation and maintenance of landscaping and irrigation within portions of the right-of-way of Journey Parkway, W. Parkside Parkway, Missoula Cove, Lolo Lane, Billings Way, Wolf Point Way, Saco Street and Plentywood Lane, Leander, Williamson County, Texas.
16. Approval of an Ordinance adopting the official map of the City of Leander, Williamson and Travis Counties, Texas attached as Exhibit “A”, Leander City Map, hereto and incorporated herein; providing for the maintenance and filing of the official map; declaring as the official City Limits and Extraterritorial Jurisdiction (ETJ); and providing an effective date.
17. Approval of an Ordinance adopting the official zoning map of the City of Leander, Williamson and Travis Counties, Texas attached as Exhibit “A”, City of Leander, Texas Zoning Map, hereto and incorporated herein; providing for the maintenance and recorded into record as the official zoning map; and providing an effective date.
18. Award of Solicitation S24-003 to Cameron Country Chrysler Dodge Jeep Ram (CDJR) under Contract L00320 and to Sewell Family of Companies under Contract L00321 for the purchase of fleet vehicles in the amount of \$757,000.00 for fiscal year 2024, with the term of the contract expiring January 4, 2030; providing for an effective date; and authorizing the Interim City Manager to execute any and all necessary documents.
19. Award of Solicitation S24-002 to Yellowstone Landscape for park and municipal property landscape maintenance along with mowing services in an estimated amount of \$600,000.00 for the term of contract expiring in forty-eight (48) months; providing for an effective date; and authorizing the Interim City Manager to execute any and all necessary documents.
20. Award of Solicitation S24-001 to Unity Contractor Services, Inc. for right-of-way mowing services in the amount of \$1,900,000.00 for the term of contract expiring January 4, 2029; providing for an effective date; and authorizing the Interim City Manager to execute any and all necessary documents.
21. Approval of the purchase of one (1) New Holland E37C Mini-Excavator with hydraulic hammer and hydraulic thumb for Crystal Falls Golf Course maintenance in the amount of \$63,741.00 from Williamson County Equipment Company, Inc., utilizing Sourcewell Purchasing Cooperative Contract 11723-CNH-2; and authorizing the Interim City Manager to execute any and all necessary documents.

PUBLIC HEARING: ACTION

22. Conduct a Public Hearing 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 ± 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.
23. Conduct a Public Hearing regarding Ordinance Case OR-23-0012 to amend the Subdivision Regulations and Ordinance to address the requirement for a traffic study; change the Roadway Adequacy Fee to Roadway Adequacy Payment; to implement the use of a Traffic Study Screening Evaluation Form to determine the level of traffic study required for a development; to update definitions to conform those used elsewhere in the Code; to clarify the appeals procedure; and to provide for related matters, Williamson and Travis Counties, Texas.
 - Discuss and consider action regarding Ordinance Case OR-23-0012 as described above.
24. Conduct a Public Hearing 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.

REGULAR AGENDA

25. Discuss and consider action on an Ordinance providing for updates to the Roadway Impact Fee Service Area Map and the Roadway Impact Fee Study.
26. Discuss and consider action on Ordinance Case OR-21-0004 and OR-21-0005 to amend the Subdivision Ordinance and Chapter 13 Utilities to add provisions for development phasing; and to provide for related matters; Williamson & Travis Counties, Texas.
27. 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.]*
28. Council Member Closing Statements.
29. Convene into Executive Session pursuant to Section 551.074, Texas Government Code, to discuss Interim City Manager assignments and duties.

 Recovene into open session to take any action as deemed appropriate in the City Council's discretion regarding Interim City Manager assignments and duties.
30. 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 29 day of December 2023

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

A handwritten signature in cursive script that reads "Dara Crabtree". The signature is written in black ink and is positioned above a horizontal line.

Dara Crabtree, City Secretary



EXECUTIVE SUMMARY
1/4/2024

AGENDA SUBJECT:

Advanced Metering Infrastructure (AMI) project update

BACKGROUND:

The City of Leander seeks to enter into an agreement with a qualified firm to implement a turnkey advanced metering infrastructure (AMI) solution for its water system. The City has an estimated population of more than 90,000 with more than 30,000 water meters and an anticipated build-out population of more than 200,000. The City anticipates funding the project using a combination of federal American Recovery Plan Act (ARPA) funds and Utility funds.

This Workshop presentation provides an overview of potential AMI System benefits, a proposed timeline for issuing a Request for Proposals, and an outlook on project funding. Anticipated RFP subsections provide six key technical elements of proposed AMI Systems that will be scored by the City during the evaluation of bids received, including: 1) Metrology, 2) Network Communications, 3) System Integration, 4) Data Management and Analytics, 5) Customer and Utility Portals, 6) Implementation and Sustainable Operations.

The basic AMI System components sought by the City include the following:

- Cold water meters with AMI-compatible registers to replace some existing meters. It is the intent of the City to replace meters less than 2" in size with the most cost feasible that provide the highest level of accuracy over the life cycle of the solution and static meters for 2" and greater sizes.
- Meter interface units (MIUs) capable of encoding, storing, and transmitting meter reading and other data, such as event alerts.
- Installation of new meters, retrofit registers (if applicable), and MIUs.
- AMI-compatible lids for outside set meter boxes, or the modification of existing lids.
- AMI-compatible registers to be retrofit to some existing meter bases.
- Leveraging the City's current meter recycle program to dispose of old meter reading equipment, including old remote reading devices, touchpads, and AMR and AMI MIUs, as appropriate. The City's objective is to optimize potential revenue to offset program funding.
- Salvage the City's old meters, meter box rings, and meter box lids and provide the City with a credit for the salvage value.
- Remote disconnect/connect devices for a portion of the service area. At a minimum, the City is considering Homeowner's Association (HOA) irrigation meters to have remote shut off functionality installed
- A City-dedicated communications service to collect and transport meter reading and other information from the MIUs to a hosted Head End System (HES)/Meter Data Management System (MDMS).
- Handheld devices and software necessary to program and/or initialize the MIUs and collect installation data.
- HES to collect, store, and manage the data which is delivered through the network. The City also requires functionality such as storing of meter reads and consumption data and allowance for data to be queried,

exported, and summarized, and from which standard reports can be generated. The City preference is to minimize the number of software applications to achieve its objectives.

- A customer web portal to display interval consumption data and other information relevant to encouraging customer conservation. Enhanced functionality such as presentment of bills and bill payment is desired.
- A utility portal that provides data presentation which the utility can use to optimize metering system operations while enhancing conservation programs.
- The design, installation, and testing of data integration between the AMI system's software components and the City's preferred integration point captured in the technical requirements.
- All related documentation, including technical manuals and operating procedures.
- Training of the City's employees in MIU installation, maintenance, diagnosis, and troubleshooting, as well as system use, operation, and maintenance.
- Shipping and managing the inventory of AMI equipment during project deployment to include a robust Return Material Authorization (RMA) process for sustainable operations.
- Where appropriate, installation of fixed data collection units, including the communications links between those collection units and the HES.
- Provision of all necessary services in a network and software as a service environment that ensures a complete working system.
- Satisfactory testing of all software, hardware, and procedures prior to the deployment of the system according to the system testing and acceptance plan and process set forth in the contract, and satisfactory testing of system performance at the completion of the project or at major milestones.
- Coordination, scheduling, communications, and documentation of all implementation services.
- Project and quality management to ensure all products and services are coordinated.
- Optional – Solution scalability to include future functional systems such as main line leak detection and pressure management.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Gina Ellison, PE, Public Works Director

Mike Neu, Chief of Staff

Robert Powers, Executive Director of Finance

Kelly Wenzel, Contract Manager

Fiscal Impact

Attachments:

1. AMI Workshop Presentation



AMI Workshop

January 4, 2024

Gina Ellison, PE

Mike Neu

Robert Powers

Kelly Wenzel

Public Works Director

Chief of Staff

Executive Director of Finance

Contract Manager

Primary reasons to adopt AMI in Leander

Meet water contract obligations

Improve water system management

Improve water conservation

Leander Water Contracts

- **LCRA** Access to 31,000 acre-feet of Lake Travis raw water
- **BCRUA** Receive up to 15.1 million gallons per day (*Phase 1C*)
 - Maximum peak flow of 10,528 gallons per minute
- **Liberty Hill** Deliver up to 600 acre-feet per year (*expires 2053*)
 - Maximum peak flow of 930 gallons per minute
- **Georgetown** Deliver up to 3 million gallons per day (*expires 2029*)
 - Maximum peak flow of 2,083 gallons per minute
- **Jonestown** Serve up to 2,000 LUEs per year (*expires 2055*)
 - Maximum peak flow of 750 gallons per minute

Leander Water System – Treatment Capacity

City of Leander	Current Capacity	Ultimate Capacity
Sandy Creek Treatment Plant	10* MGD	12 MGD
BCRUA Treatment Plant	15.1 MGD	50 MGD
Total	25.1 MGD	62 MGD

Improvements complete by Spring 2025

*Current = 46.6% of 32.5 MGD
Ultimate = 47.2% of 105.8 MGD*

*Phase 2/2A complete by 2027
Phase 3 complete by TBD*

** Improvements needed to reach consistent 12 MGD rated capacity*

BCRUA Master Agreement – 6th Amendment

Section 7.2 Rate and Quantity at Delivery Point(s). The rate and quantity of treated and raw water delivered to each City at its Delivery Point(s), shall be metered. Each City shall cooperate in good faith to design the Delivery Point(s) to be at appropriate sizes and in appropriate locations to deliver the City's reserved capacity. Each Delivery Point shall be designed to deliver treated water at a maximum rate as defined in Exhibit F, and no City shall take delivery of treated or raw water from the BCRUA Project at such Delivery Point(s) at a rate exceeding the rates in Exhibit F.

Exhibit F BCRUA Regional Water Project Maximum Capacities and Delivery Rates - November 17, 2021							
	Maximum Daily Capacity Phase 1B (MGD)	Maximum Daily Capacity Phase 1C (MGD)	Maximum Daily Capacity Phase 1D (MGD)	% of Capacity	Maximum Instantaneous Rate 1B (GPM)	Maximum Instantaneous Rate 1C (GPM)	Maximum Instantaneous Rate 1D (GPM)
Cedar Park	5.6	8.67	11.17	26.67	3,889	6,021	7,757
Leander	9.8	15.16	19.56	46.67	6,806	10,528	13,583
Round Rock	5.6	8.67	11.17	26.67	3,889	6,021	7,757
Total	21.00	32.50	41.90	100	14,584	22,570	29,090

BCRUA Control Valves

Control valves will be installed at BCRUA Delivery Points to ensure delivery rates are not exceeded. Installation will occur in two phases. Phase 1 will be completed before Summer 2024, and Phase 2 will be completed before Summer 2025.

Leander budgeted \$2 million for control valves at our BCRUA Deliver Points (CIP W84).

Entity/Delivery Point	Phase 2 Civil / Structural / Mechanical / GCs	Phase 2 Electrical / SCADA Modifications	Phase 2 Contingency	Phase 1	Phase 2	Total
City of Leander						
Raw Water Delivery Point & Offsite Solenoid Valve	\$52,800	\$159,500	\$43,000	\$0	\$256,000	\$256,000
Travisso Delivery Point	\$331,100	\$93,500	\$85,000	\$0	\$510,000	\$510,000
Bagdad Delivery Point	\$5,500	\$38,500	\$9,000	\$0	\$53,000	\$53,000
Phase 1 Ronald Reagan Delivery Point	As Bid 11/8/2023			\$288,368	\$0	\$288,368
Phase 2 Ronald Reagan Delivery Point	\$390,500	\$16,500	\$82,000	\$0	\$489,000	\$489,000
City of Leander Subtotal				\$288,368	\$1,308,000	\$1,596,368
City of Cedar Park						
New Hope Delivery Point	\$53,900	\$102,300	\$32,000	\$0	\$188,000	\$188,000
City of Round Rock						
Round Rock Delivery Point	As Bid 11/8/2023			\$159,632	\$0	\$159,632
Opinion of Probable Total Construction Cost:				\$448,000	\$1,496,000	\$1,944,000

Advanced Metering Infrastructure (AMI)

“Utilities are overwhelmingly confident that AMI provides benefits to **both** customers and themselves.”

“As of Sept. 2021, **68%** of utilities have AMI installed or planned.”

American Water Works Association

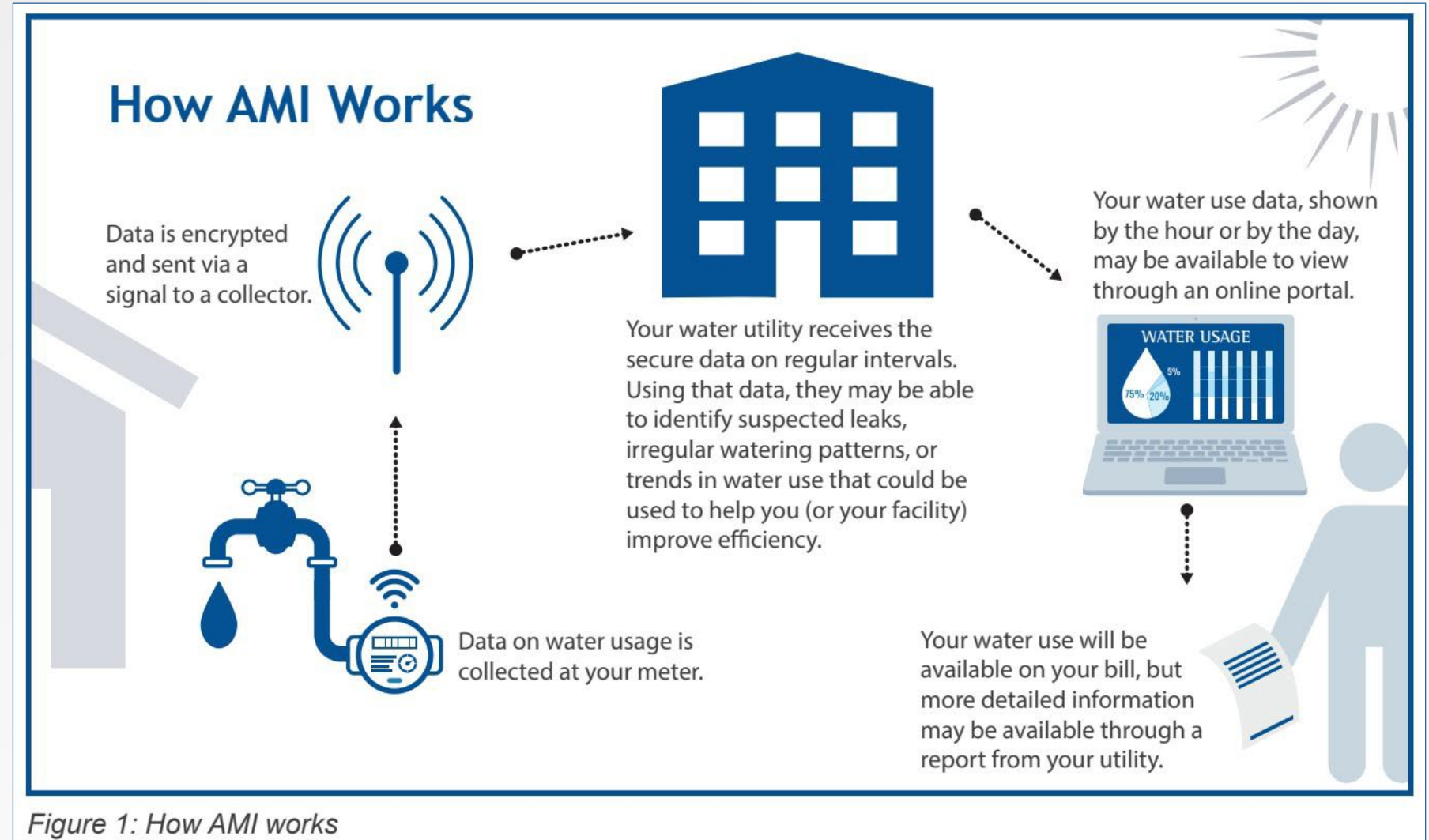


Figure 1: How AMI works

Advanced Metering Infrastructure (AMI)

What is driving the interest in AMI among water utilities?

There are a number of factors that are currently driving the increasing interest in AMI among water utilities, and each driver is having its own unique influence on the growth of AMI deployment in the water sector. It is important to understand and assess the impact of each driver separately.



Revenue Loss



Aging Infrastructure



There are growing concerns about water scarcity and a need to increase conservation efforts



Desire for enhanced water management capabilities



Concerns about water leakage, pressure management, and water quality



Need for greater bill accuracy



Desire to improve overall customer services



Leveraging the benefits of an AMI system that is already in place

Advanced Metering Infrastructure (AMI)

AMI installed or planned in Austin Metro

Cedar Park*

Round Rock*

*BCRUA partners

Austin

Bastrop

Buda

Georgetown

Lago Vista

Liberty Hill

Marble Falls

Pflugerville

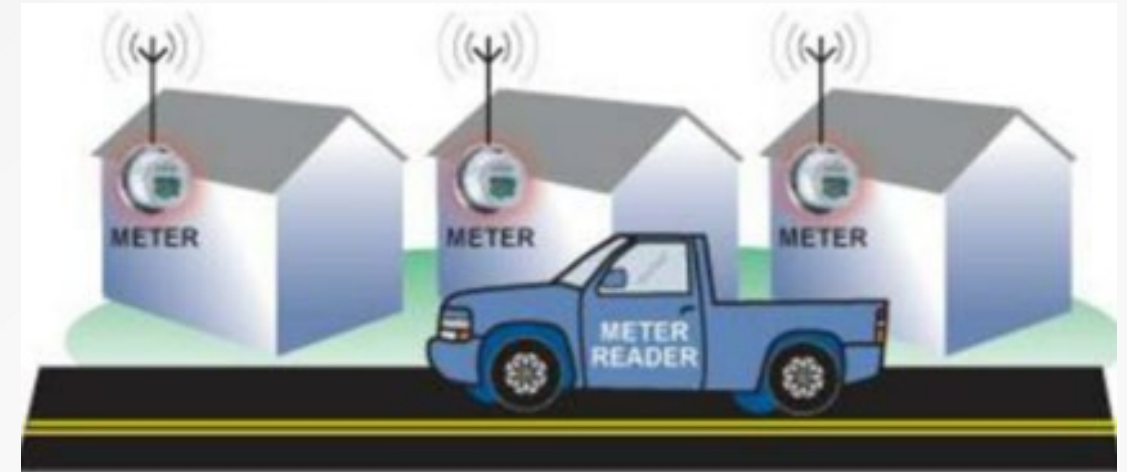
San Marcos

Advanced Metering Infrastructure (AMI)

Current meters in Leander

Manual & AMR (*Automated Meter Reading*)

- Requires monthly vehicle drive-by
- Water data available monthly
- Manual data entry and estimates still required for non-AMR meters



AMR

New meter technology

AMI (*Advance Metering Infrastructure*)

- Data transfer is automatic
- Water data available in minutes
- Customers can access consumption data online at any time



AMI

Leander Water System – AMI Potential Benefits

System Operations	Meter Operations	Customer Service	City Employees	Sustainability
----- Data in real time ----- ◆ Detect leaks and reduce water loss ◆ Improve analysis and planning ◆ Improve demand management ◆ Reduce manual processes	----- Data in real time ----- ◆ Meters report multiple times daily ◆ 2-way communication ◆ Early detection of anomalies ◆ Identify tampering	----- Transparency ----- ◆ Customers can access data ◆ Improve alerts for high consumption ◆ Improve customer inquiry response ◆ Encourage conservation	----- Raise efficiency ----- ◆ Minimize vehicle deployment ◆ Shorten meter repair times ◆ Improve billing process ◆ Cross-train on new technology	----- Raise efficiency ----- ◆ Reduce long-term conversion costs ◆ Reduce fuel consumption, emissions ◆ Encourage conservation

Leander Water System – AMI Potential Benefits

Data trends and outliers

If water data was available more frequently, Staff and Customers could quickly identify water use trends. Comparing time frames – days, nights, weeks, etc. – could help Staff and Customers:

- Quantify savings from fixing leaks, efficiency projects, or conservation campaigns.
- Identify equipment errors, such as irrigation or pump systems running at the wrong time.
- Understand how building occupancy or operating conditions impact water use.



Continuous Water Use

Your water has been running continuously since 2:00 AM on Thursday, February 3, 2022.

[Investigate Possible Leak »](#)

If it is normal for your property or business to use water continuously, please let us know.

[Mark This Use As Normal »](#) [Adjust Your Alert Settings »](#)



ESTIMATED GALLONS

1,068



ESTIMATED DURATION

25 hours



ESTIMATED RATE

42 gph

Continuous use is often an indication of a running toilet or leaky irrigation valve.

Your Account, Your Way

You opted to receive these possible leak alerts.

[Manage Your Notification Settings »](#)

Leander Water System – AMI Potential Benefits

Proactive notifications

AMI can be leveraged to contact customers and supplement education or enforcement when they violate outdoor watering restrictions.

Improve billing operations

Notifications can improve billing operations by reducing:

- High bill queries and complaints
- Bill related field investigations and costs
- Time spent on courtesy bill adjustments and disputes



Continuous Usage Water Alert

March 6, 2023

<<NAME>>

<<ADDRESS>>

<<CITY>> <<STATE>> <<ZIP CODE>>

Water Account: <<WATER ACCOUNT>>

Meter Location: <<Meter LOCATION>>

This is a City of Fort Worth Water utility courtesy alert letting you know our remote meter reading shows the meter at the above location is registering continuous water use. This means water usage was detected every hour for at least 72 continuous hours in the previous week. This could indicate a possible leak. Continuous usage is unusual and can result in higher than normal monthly utility bills.

What you should do

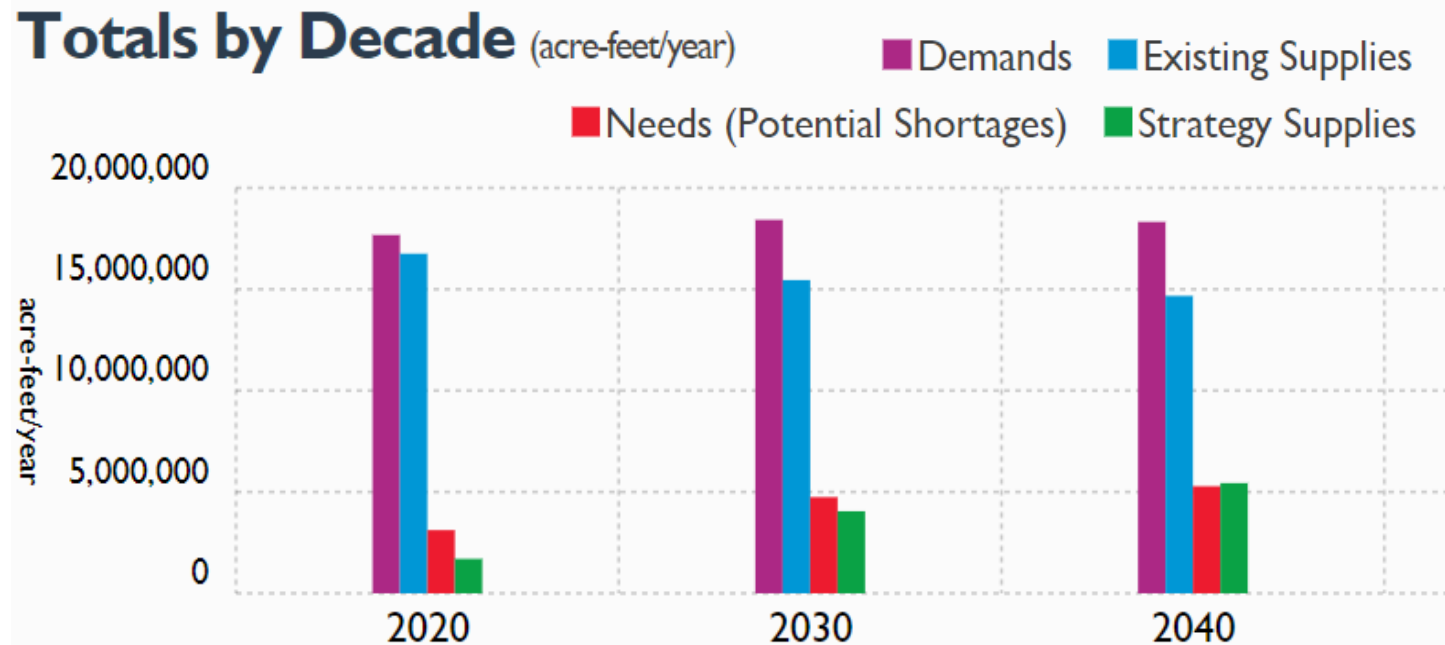
Sign up for Fort Worth Water's customer portal MyH2O so you can see your water usage. You may be able to identify what caused your continuous usage. Visit fortworthtexas.gov/water. Review the conservation webpage on how to check for leaks or download our leak detection checklist at savefortworthwater.org. Financial assistance may be available for low-income homeowners through Fort Worth Water's SmartRepair program. Call customer service at 817-392-4477. Call Center hours are 7 a.m. to 7 p.m. Monday through Friday, excluding city holidays.

Potential Water Demand in Texas

2022 State Water Plan

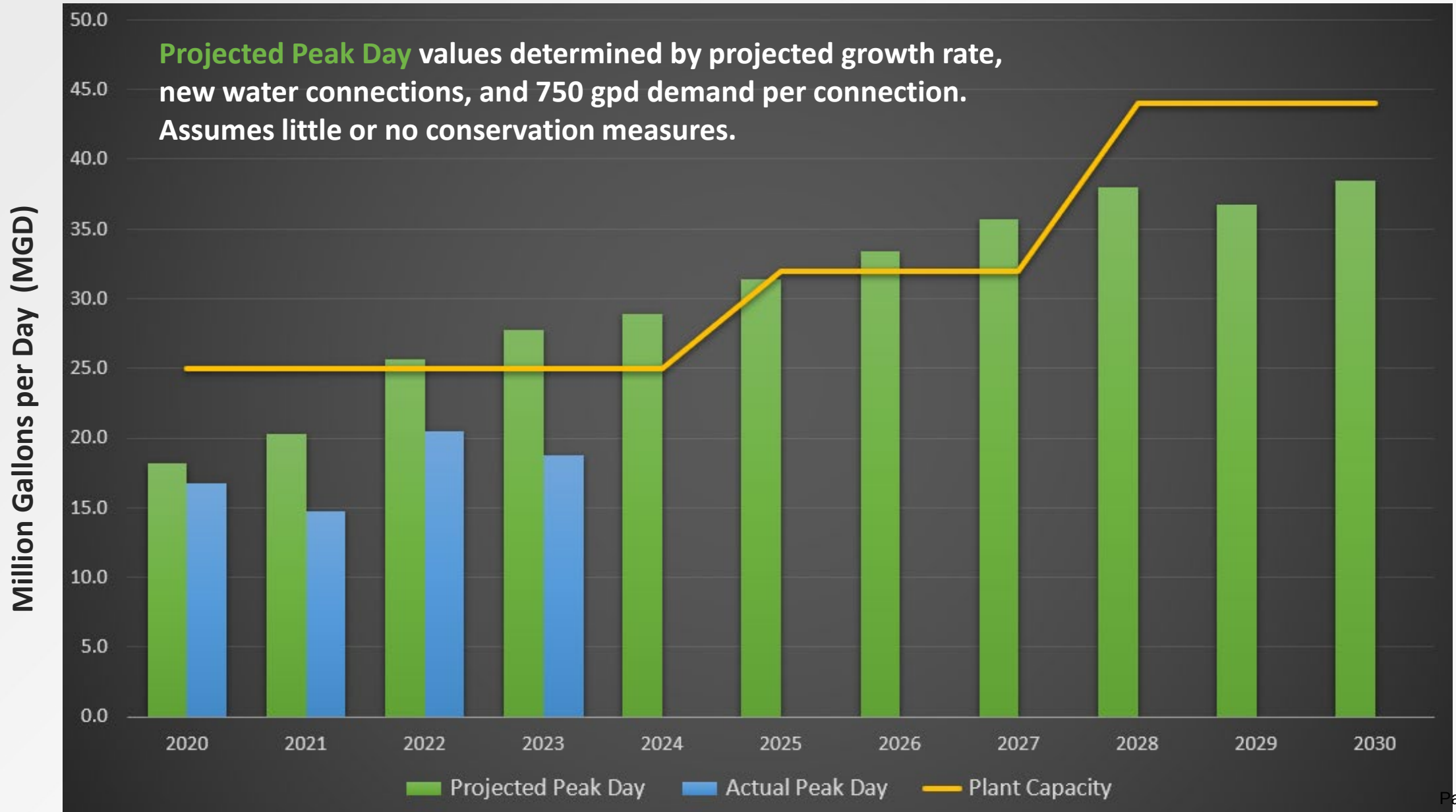
Between 2020 and 2070

- TX population anticipated to **increase 73%** from 29.7 to 51.5 million.
- TX water demands projected to **increase 9%** from 17.7 to 19.2 million acre-feet per year.
- TX water supplies projected to **decline 18%** from 16.8 to 13.8 million acre-feet per year.



	2020	2030	2040
<u>Demands</u>	17,680,444	18,426,781	18,326,558
<u>Existing Supplies</u>	16,754,500	15,452,628	14,674,118
<u>Needs (Potential Shortages)</u>	3,116,261	4,744,425	5,281,460
<u>Strategy Supplies</u>	1,696,978	4,048,530	5,436,167

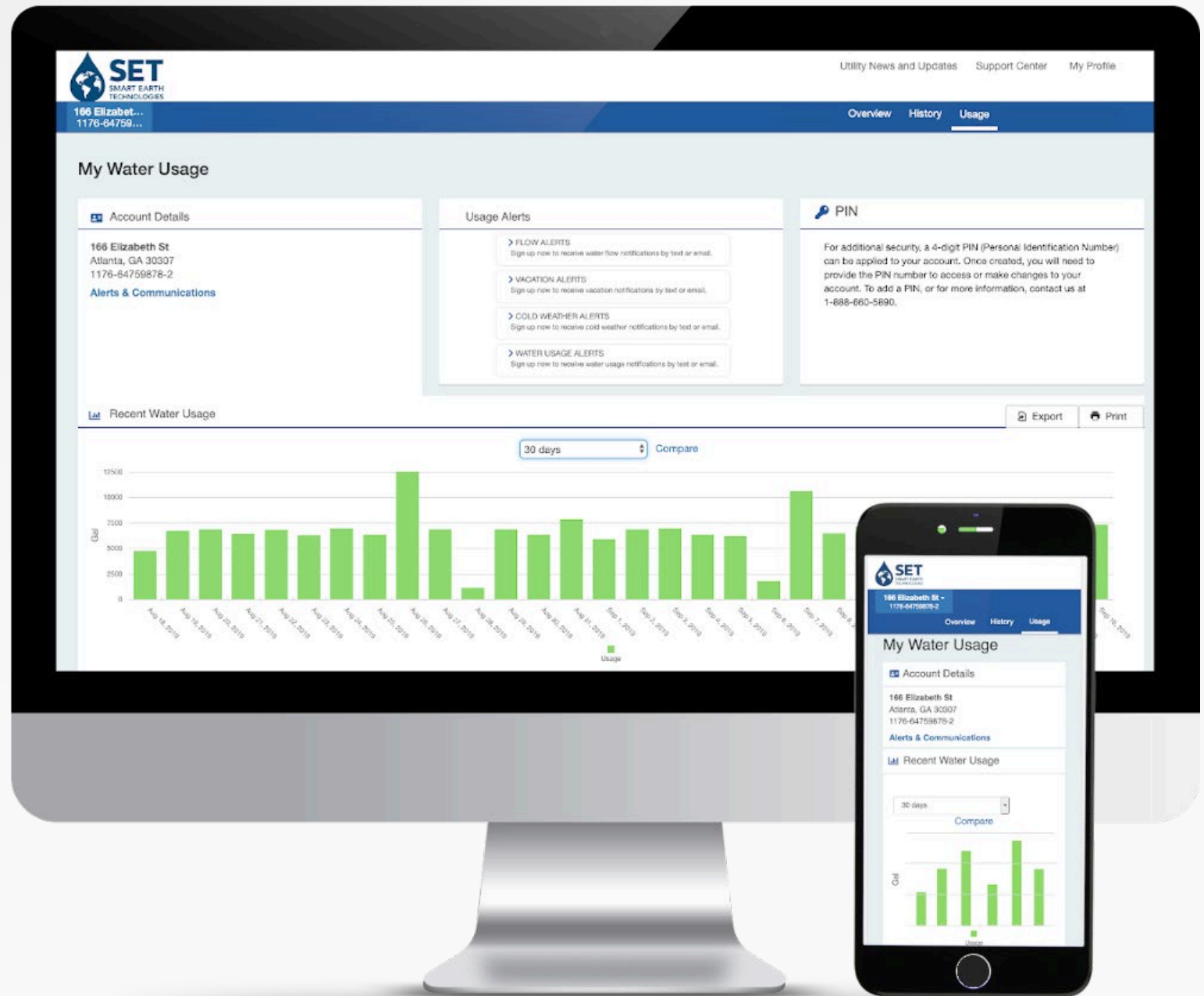
Potential Water Demand in Leander



Water Conservation

AMI Potential Benefits

- AMI systems can provide timely notification of leaks or excessive use
- AMI systems can help customers adhere to local guidelines
- AMI systems support customer conservation efforts



Leander AMI Implementation – Communications

- **Media releases** – to local media outlets and stakeholder groups announcing implementation of the new system and announcing the end of installation.
- **FAQs** – to newsletter subscribers, HOAs, social media followers, and website.
- **Customer letters** – to make customers aware of infrastructure changes. This letter can be mailed (and/or email) prior to meter installation.
- **Postcards** – to be mailed (and/or email) prior to installation when dates are set. This will provide a second notice of changes and update customers with timelines.
- **Door hangers** – for post-installation. Placed on customer doors, it will verify the meter installation has taken place.
- **Bill inserts** – for mailing (and/or email) post-installation to apprise customers of potential billing changes they may encounter with the new system.

AMI Solicitation Schedule

Solicitation Publicly Released:	January
Response Due:	February
Evaluation Process:	March/April
Contract Negotiation Phase:	April/May
Expected Contract Award Date:	May/June

This anticipated timeline is based on a best-case scenario and subject to change if factors outside of City staff control arise. For example, a high volume of solicitation responses are received, pricing doesn't meet City's expectation, and issues during the contract negotiation period.

RFP Evaluation Criteria

Criteria	Possible Points
Minimum Qualifications Met	Yes/No
Fiscal Stability and Experience	Yes/No
Experience and Approach of Proposer and Team	20
Metrology	15
Network Communications	10
Systems Integration	15
Data Management and Analytics	10
Customer and Utility Portal	15
Implementation and Sustainable Operations	15
References (Acceptable)	Yes/No
TOTAL TECHNICAL SCORE	100

The City will use a best value ratio to rank offers based on technical score and proposed cost. The offer with the highest ratio represents the best value.

$$\text{Best Value} = \text{Total Technical Score} / \text{Total Lifecycle Cost}$$

Utility Fund Debt Outlook

AMI System Needs

- American Rescue Plan Act Funds
- AMI Debt Needs

\$15M

(-\$5M)

\$10M

BCRUA Debt Needs

- FY24 Phase 2 System Expansion
- FY25 Phase 2A Construction

\$65M

\$40M

\$25M

Other Debt Needs

- FY24 Bagdad Terminus Pump Station
- FY25 Ronald Reagan Pump Station

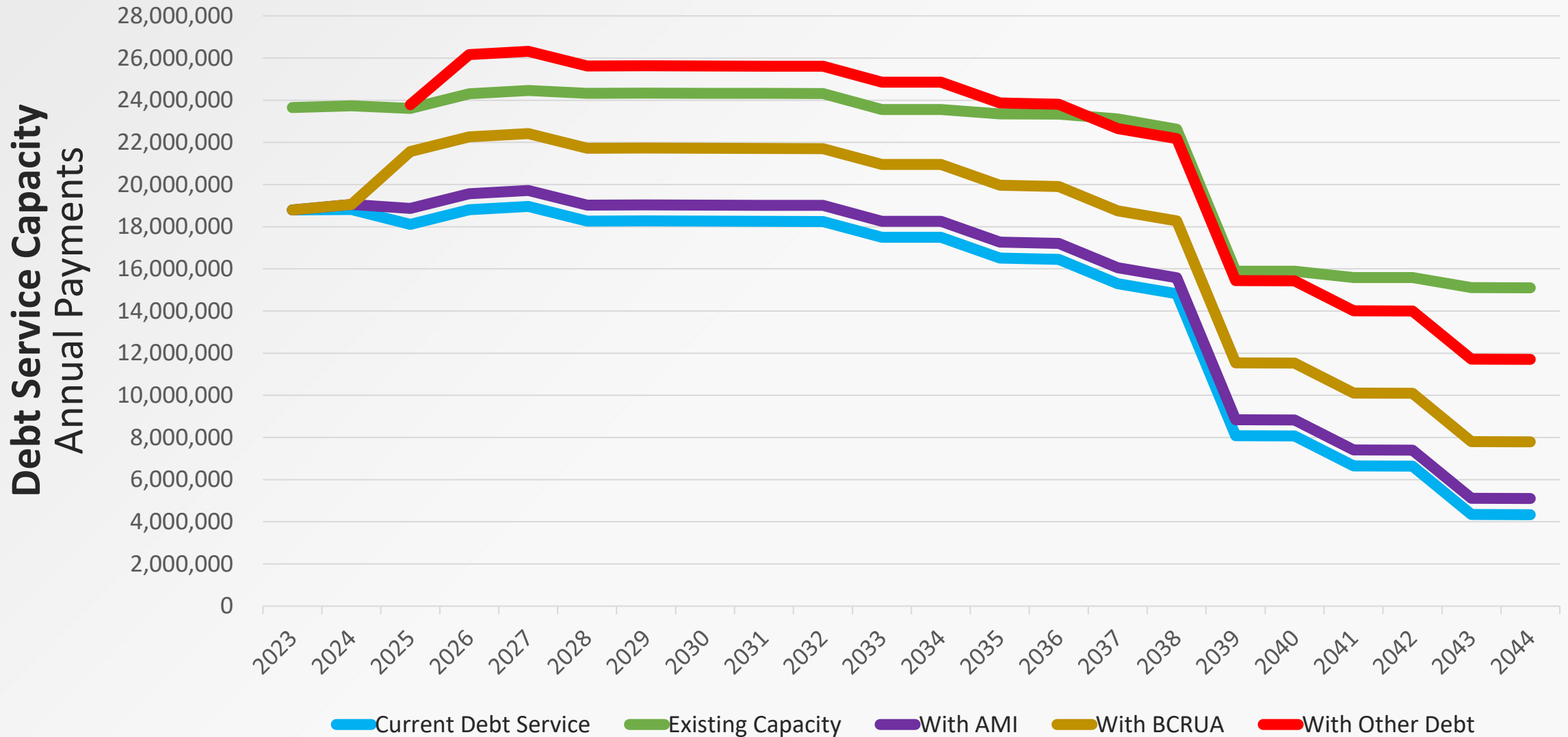
\$33M

\$10M

\$23M

Utility Fund Debt Capacity

with future project needs



2024 Debt Issuance Timeline

(pro forma)

January	Release AMI Request For Proposals (RFP)
February 15	City Council Meeting – Adopt notice of intent to issue COs; schedule public hearing
February 22	Publish notice of public hearing
March	Schedule calls with Credit Rating agencies (staff)
May 2	City Council Meeting – Public hearing on intent to issue COs; vote on ordinance authorizing issuance
May 30	Closing; funds received
June	Authorize AMI contract and select vendor



Questions?

Additional Info – Conservation & AMI Systems



Online Quick Access to
Water Usage Information

+



Early Leak
Detection

+



Operational Efficiencies

=



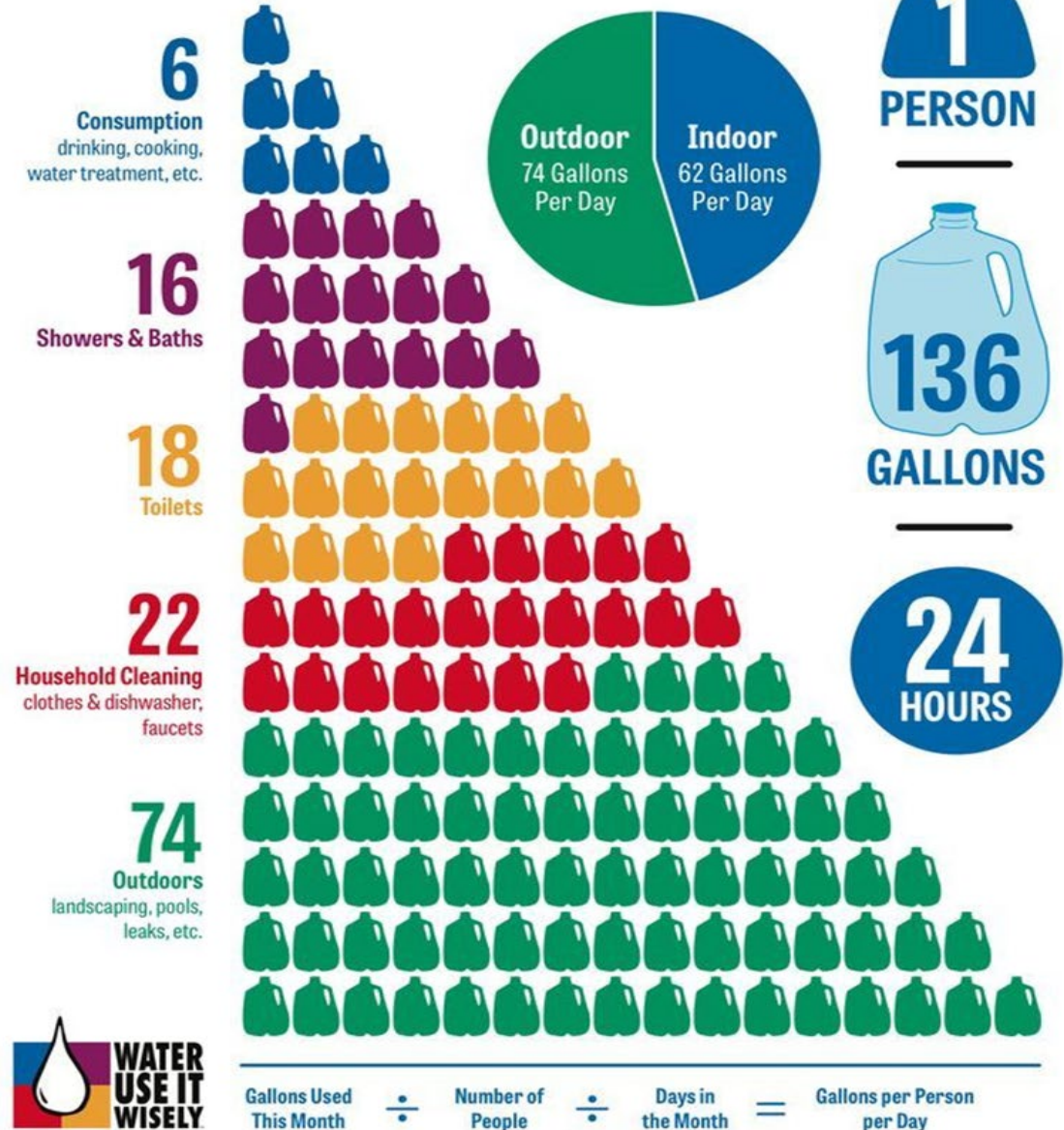
Water Conservation
Opportunities

According to an Alliance for Water Efficiency report, AMI metered customers use on average **15-20% less water** than unmetered customers.

Additional Info – Good Stewards of Water Resources

Understanding
per capita
consumption

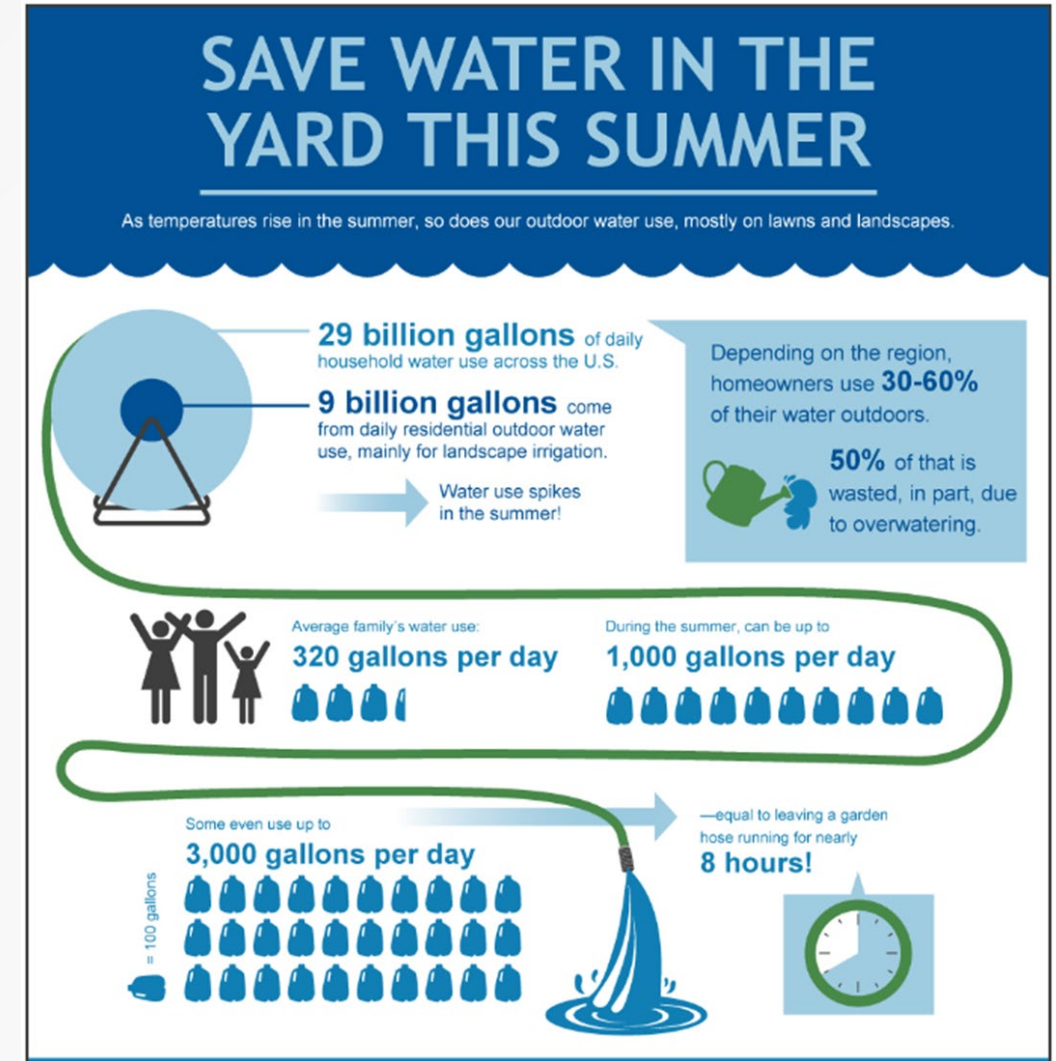
Average Daily Water Usage



Additional Info – Conservation & Irrigation

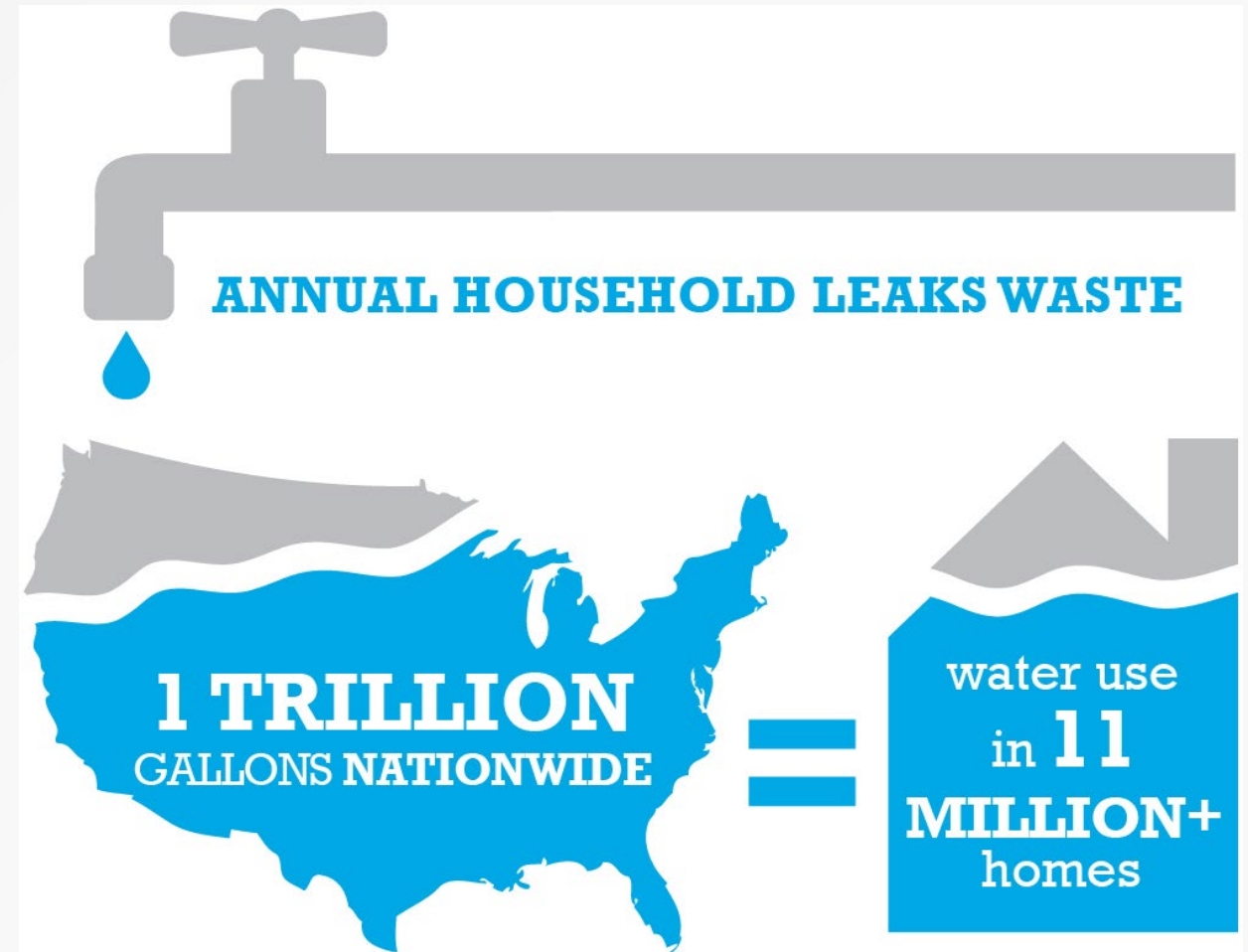
- Outdoor usage comprises 30-60% of total household use across the US.
- As much as 50 percent of outdoor usage is lost due to wind, evaporation, and runoff caused by inefficient irrigation methods and systems.
- Improperly maintained automatic landscape irrigation system can waste up to 25,000 gallons of water annually.
- Well managed irrigation water use can be reduced by 15 percent, or nearly 7,600 gallons of water, annually. That's the amount of water needed to take 480 showers.

Source: [Statistics and Facts | US EPA](#)



Additional Info –Stopping Household Leaks

- Household leaks can waste 180 gallons per week, or 9,400 gallons of water annually. That's equivalent to 300 loads of laundry.
- A faucet leak at the rate of one drip per second can waste more than 3,000 gallons per year. That's equivalent to more than 180 showers!
- Fixing water leaks can reduce water bills by about 10%



Source: [Statistics and Facts | US EPA](#)



EXECUTIVE SUMMARY
1/4/2024

AGENDA SUBJECT:

Approval of the minutes for meeting held on December 21, 2023.

BACKGROUND:

Attached are the minutes for the meeting held on December 21, 2023.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Dara Crabtree, City Secretary

Fiscal Impact

N/A

Attachments:

1. Draft minutes 12.21.2023



**MINUTES
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 Pantalion-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.

Opened meeting at 5:30 p.m.
2. Roll Call.

Roll call reflected all present.
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. Convened at 5:31 p.m.; reconvened back into open session at 6:49 p.m.

The Executive Session was recessed due to the City Council not completing their deliberations. The City Council returned into the Executive Session at the end of the regular meeting.

Briefing workshop adjourned at 6:49 p.m.

REGULAR MEETING – CONVENE AT 7:00 PM

4. Open Meeting, Invocation and Pledges of Allegiance.

Opened meeting at 7:00 p.m.; Rabbi Shmuel Levertov with Chabad of Leander 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.]

No one spoke.

7. Recognitions/Proclamations/Visitors.

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

8. Leander History Presentation included recent Victorian Christmas event at the Mason Homestead and the recent Wreaths Across America event at Bagdad Cemetery.

CONSENT AGENDA: ACTION

Motion: Approve consent agenda items 9 through 21.

By: Kathryn Pantalion-Parker

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

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.

Opened Public Hearing at 7:13 p.m.; closed Public Hearing at 7:13 p.m. No one spoke in favor or opposition of the request.

Motion: Approve Subdivision Case CP-23-0026 to adopt the Highway 29 Commercial Concept Plan.
By: Kathryn Pantalion-Parker
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

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 ± 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.

Opened Public Hearing at 7:14 p.m.; closed Public Hearing at 7:14 p.m. No one spoke in favor or opposition of the request.

Motion: Approve Subdivision Case CP-23-0023 to adopt the Mac Haik Quick Lane Concept Plan and Preliminary Plat.

By: Na'Cole Thompson

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

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.

Motion: Approve Tree Removal Case TRP-23-0018 removing ten (10) Heritage Trees and fifteen (15) Significant Trees, following a discussion.

By: Kathryn Pantalion-Parker

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

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.

Motion: Approve an Interlocal Agreement for the design and construction of a traffic signal at the Bar W Ranch Boulevard and Via de Sienna Boulevard.

By: Christine DeLisle

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

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.

Motion: Approve an Ordinance amending Ordinance No. 23-056-00 adopting the annual budget of the City of Leander, Texas for Fiscal Year 2024.

By: Chris Czernek

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

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.

Motion: Approve appointment of Josh Brockman-Weber with Messer Fort Law Firm and Letter Agreement as independent Ethics Counsel.

By: Kathryn Pantalion-Parker

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

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.]*

Update at a Council meeting on the Hero Way expansion project.

29. Council Member Closing Statements. Kathryn Pantalion-Parker - wished Senior Deputy City Secretary Debora Penberg happy birthday; commented today was the winter solstice; and wished everyone Merry Christmas.

Esme Mattke Longoria - thanked the police department for Blue Santa and inviting Council and staff to participate; thank you to the donors who donated; and wished everyone Merry Christmas.

David McDonald - commented on success of Blue Santa; thanked the police department for Blue Santa; and wished everyone Merry Christmas.

Na'Cole Thompson - wished everyone Merry Christmas, Happy Holidays and Happy New Year.

Chris Czernek - commented on 2023 being a Good Year; need everyone in 2024; wish joy over the City; and Merry Christmas to everyone.

Becki Ross - wished everyone Merry Christmas.

Christine DeLisle - commented on mid-terms currently taking place at school and Christmas break begins next week; thanked staff and citizen volunteers; tonight's dinner came from Randall's; reminded everyone to shop locally and the Polar Bear Plunge is on January 1.

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. Recessed back into Executive Session at 7:33 p.m.; reconvened back into open session at 9:17 p.m.

No action was taken on either Executive Session item.

31. Adjournment

Adjourned at 9:17 p.m.

APPROVED

MAYOR

ATTEST:

CITY SECRETARY



EXECUTIVE SUMMARY
1/4/2024

AGENDA SUBJECT:

Approval of an Ordinance amending Parks and Recreation Department user fees and related policies.

BACKGROUND:

The Parks and Recreation User Fees Policy was first adopted in 2017 and later amended in September 2021 and September 2022. At a Council workshop on December 7, 2023, Staff presented proposed fee schedule amendments for the 2024 calendar year. Some amendments include:

- Parks -- New Lakewood Park rates to accommodate special events. Amenities such as the Great Lawn, Dog Park, Skate Park, Splash Pad, and others could be rented in all or part for special public, private, or commercial events.
- Library -- Modified Library rates to include removal of overdue book fines. Libraries across the country have eliminated overdue fines. After removing fines, library staff have found that many patrons return dated items and are relieved to start using the library again.
- Golf -- New and modified Crystal Falls Golf Club rates to improve services. Some player rates are adjusted to more closely align with market rates, while other new rates allow for golf sponsors and non-golf events onsite.

HISTORY/TIMELINE:

10/20/2022 - User Fees Policy update

09/02/2021 - User Fees Policy update

05/18/2017 - Adopted the Parks & Recreation Department User Fees Policy

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval of the Ordinance.

PRESENTER:

Mark Tummons, Director of Parks and Recreation

Fiscal Impact

N/A

Attachments:

1. Ordinance
2. PARD User Fees Policy 2024 redline
3. PARD User Fees Policy 2024

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, ADOPTING A USER FEES POLICY THAT ESTABLISHES POLICIES AND FEES RELATED TO USE OF CITY PARKS AND RECREATIONAL FACILITIES, THE GOLF COURSE, THE LIBRARY, AND PARTICIPATION IN CITY-SPONSORED EVENTS AND PROGRAMS; AMENDING SECTIONS OF APPENDIX A OF THE CODE OF ORDINANCES TO REMOVE FEES THAT ARE SET FORTH IN THE USER FEE POLICY; PROVIDING FOR SEVERABILITY, AN OPEN MEETING CLAUSE, AN EFFECTIVE DATE; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, it is necessary to establish fees and charges for the purpose of recovering the cost and expense of providing recreational and library-related services to customers of the City of Leander and for the use of City facilities; and

WHEREAS, it is necessary to establish policies and procedures for use of City property and facilities; and

WHEREAS, it is appropriate for the costs and expenses for providing services to be funded by user fees collected from persons and entities receiving the benefit of such services as provided in the User Fees Policy; and

WHEREAS, the City Secretary makes available the User Fees Policy, as amended for time to time, to communicate the user fees to citizens; and

WHEREAS, the Appendices Fee Schedules for Parks and Recreation Fees are required to be updated to reflect the availability of the User Fees Policy as described hereinabove.

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

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

SECTION 2. Adoption of User Fee Policy. The User Fees Policy, and the fees set forth therein, attached hereto as Exhibit A are hereby adopted and previous fees adopted are hereby repealed.

SECTION 3. Amendment of Appendix A, Sections A1.004, A1.005, and A1.006. Sections A1.004, A1.005, and A1.006 of the City of Leander Code of Ordinances (the “Code”) are hereby amended in their entirety and to read as follows:

Sec. A1.004 Parks and Recreation Fees

Refer to the User Fees Policy on file in the Office of the City Secretary, as amended from time to time.

Sec. A1.005 Golf Course Fees

Refer to the User Fees Policy on file in the Office of the City Secretary, as amended from time to time.

Sec. A1.006 Library Fees

Refer to the User Fees Policy on file in the Office of the City Secretary, as amended from time to time.

SECTION 4. Amendment of Conflicting Ordinances. The above-referenced sections of the Code are hereby amended as provided in this Ordinance. All parts of Ordinances in conflict herewith are hereby amended to the extent of such conflict only. To the extent of a conflict between this Ordinance and another Ordinance of the City, this Ordinance shall control.

SECTION 5. Savings Clause. All rights and remedies of the City of Leander are expressly saved as to any and all violations of the provisions of any Ordinances affecting parks and recreation, library, and golf fees which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such Ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 6. Effective Date. This Ordinance shall be in full force and effect on the date of adoption.

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

SECTION 8. Open Meetings. It is hereby officially found and determined that the meeting at which this Ordinance was 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, Texas Government Code, Chapter 551.

PASSED AND APPROVED on this 4th day of January 2024.

ATTEST:

CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor

EXHIBIT A
User Fees Policy



City of
Leander

Parks and Recreation Department

User Fees Policy

~~Revised September 2021~~ January 2024

TABLE OF CONTENTS

1. MISSION STATEMENT	3
2. DEPARTMENT VISION	3
3. PURPOSE.....	3
4. AUTHORITY AND GENERAL PROVISIONS.....	3
4.1 COVERAGE	3
4.2 STATEMENT OF NEED	3
4.3 STATEMENT OF LEGAL AUTHORITY	3
4.4 STATEMENT OF PHILOSOPHY	3
4.5 COMMUNITY PRIORITIES	3
4.6 GENERAL PROVISIONS	4
4.7 SERVICE LEVEL CLASSIFICATIONS	4
4.7.1 ESSENTIAL (PUBLIC) SERVICES	4
4.7.2 SUPPLEMENTAL (MERIT) SERVICES.....	5
4.7.3 SPECIAL (PRIVATE) SERVICES	6
4.8 POLICY REVIEW.....	6
4.9 USER FEES.....	6
5. RETAIL SALES OF MERCHANDISE.....	7
5.1 RETAIL SALES OPERATIONS	7
5.1.1 CONCESSIONS/VENDOR OPERATIONS.....	7
5.1.2 SALE OF RETAIL ITEMS AND CONCESSIONS.....	7
6. SPECIAL CONSIDERATION FOR FEES AND CHARGES VARIANCES	7
6.1 NON- RESIDENTS	7
6.2 MILITARY DISCOUNTS	7
6.3 SENIOR DISCOUNT	7
6.4 CITY EMPLOYEE AND FAMILY DISCOUNT	7
6.5 OUTSIDE ENTITIES & SPECIAL INTEREST GROUPS.....	7
6.6 WAIVERS AND REDUCTIONS	7
6.7 CREDIT CARD/ADMINISTRATIVE FEES	7
7. ALTERNATIVE SOURCES OF REVENUE	8
7.1 GRANTS.....	8
7.2 GIFT CATELOG	8
7.3 SPONSORSHIPS	8
8. <u>APPENDIX A – USER PARKS, RECREATION, & LIBRARY FEE WORKSHEETS</u>SCHEDULE.....	9
8.9. <u>APPENDIX B – CRYSTAL FALLS GOLF CLUB FEE SCHEDULE.....</u>	12

1. MISSION STATEMENT

To enhance and enrich the lives of all Leander citizens by providing access to superior park and public spaces and creating quality recreation, sports and leisure opportunities.

2. DEPARTMENT VISION

A dynamic community revolving around parks, recreation and public spaces.

3. PURPOSE

To adopt an official policy to establish a set of fees that are fair and equitable for the use of facilities and equipment and the participation in programs sponsored by the Leander Parks & Recreation Department.

4. AUTHORITY AND GENERAL PROVISIONS**4.1 COVERAGE**

This policy, upon adoption by the Leander City Council, should be applicable to all individuals for the use of facilities and the participation in programs conducted by the Leander Parks and Recreation Department until it is altered, modified, or rescinded by the Leander City Council.

4.2 STATEMENT OF NEED

Due to the demand for services, operating and capital costs, and the amount of available tax revenues, meeting the level of parks, recreation and special event services requested by Leander residents is a continuing challenge. Therefore, it is necessary for the City of Leander to develop a sound and consistent policy of fees and charges for Parks and Recreation services that are both fair and equitable. This policy will assist the City of Lender to continue to provide quality recreation programs and make necessary program expansions which would not otherwise be possible.

4.3 STATEMENT OF LEGAL AUTHORITY

The Charter of the City of Leander, Chapter 1, Article 1.11 provides the legal authority for establishment of user fees and other regulations, rules, policies or procedures pertaining to use and operations of City parks, facilities, activities and programs.

4.4 STATEMENT OF PHILOSOPHY

A sound policy provides the guiding principles for managing user fees while maintaining flexibility to accommodate new programs, changing demographics and circumstances. The following guiding principles provide the foundation for the City of Leander's philosophy for the Parks and Recreation User Fee Policy.

- To enhance the quality of life for Leander citizens through affordable recreation opportunities.
- To provide the opportunity for all Leander citizens to participate in variety of programs and activities and to full utilize the facilities of the department.
- To ensure that Leander citizens receive the benefit of lower fees and priority registration.
- To efficiently manage operations and affordable services to ensure all Leander citizens equal opportunities to use City parks and facilities or to participate in activities and programs.
- To provide and maintain facilities for use by the public.
- To establish revenue recovery rates that consider market conditions and the cost of providing programs and services.
- To supplement fees and charges with tax dollars, grants, donations, sponsorships, scholarships, etc.
- To provide trained and qualified personnel for supervision and instruction in programs and activities.
- To welcome and actively seek public input in evaluating programs, activities and facilities.

4.5 COMMUNITY PRIORITIES

As identified in the 2019 Leander Parks, Public Spaces, and Recreation Comprehensive Plan, the following community priorities have been identified.

- **Healthy Lifestyle** – Facilities and programs that enable citizens and visitors to pursue healthy and active lifestyles.
- **Community Access** – A system that supports community access – physically, economically, and socially.
- **Stewardship/Conservation** – Citizens expect the City to maintain and improve existing open space, greenway and trail developments.
- **Outdoor Recreation** – Facilities and programs that enable citizens and visitors to be outdoors and enjoy the environment.

4.6 GENERAL PROVISIONS

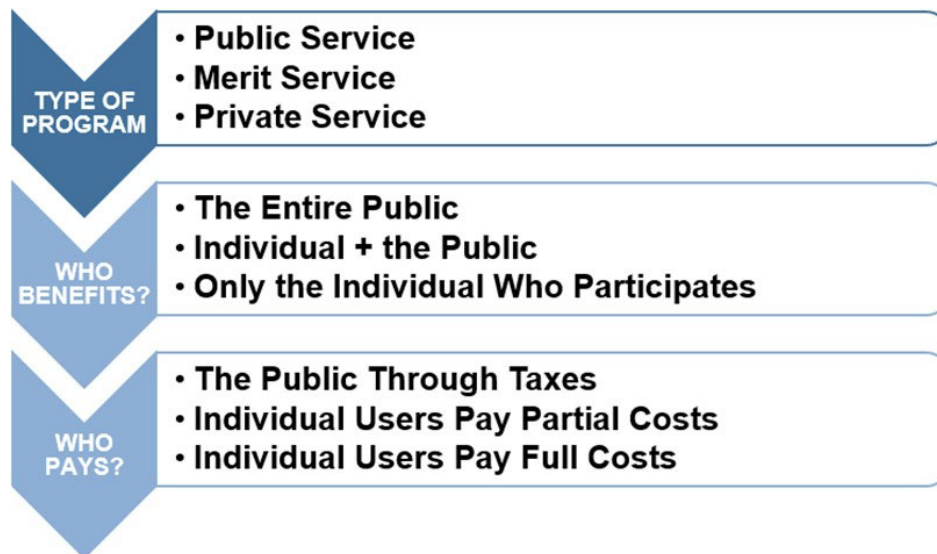
In addition to the user fees identified herein, users may be required to pay additional costs, resulting from their use of parks and facilities (e.g. a reasonable portion of the City's costs for traffic control and/or police service when the user's event requires such services).

Patrons who reside outside the City of Leander and who do not contribute financial support to the City's parks and recreation efforts via ad valorem taxes, and those patrons who propose to use public recreation facilities for private economic gain may incur fees and/or charges higher than or in addition to the user fees paid by local residents for general use.

4.7 SERVICE LEVEL CLASSIFICATIONS

Classifying programs and services is an important process for an agency to follow to remain aligned with the community's interests and needs, the mission of the organization, and to sustainably operate within the bounds of the financial resources that support it. The criteria utilized and recommended in program classification stems from the foundation's concept detailed by Dr. John Crompton and Dr. Charles Lamb. In their book "Marketing Government and Social Services", they purport that programs need to be evaluated on the criteria of type, who benefits, and who bears the cost of the program.

This is illustrated below:



4.7.1 ESSENTIAL (PUBLIC) SERVICES:

Essential (Public) Services are equally accessible and available to all citizens. They tend to preserve and promote the physical and mental well-being of the community, provide patron safety, and offer an opportunity for Parks and Recreation services, facilities, greenways, and open space to be used by the public. Typically, essential services are available to all Leander citizens on an equal basis and there is little consumptive use of services. Essential Services and facilities should be offered to City residents at minimal or no charge.

- Essential Services provide general use of parks and outdoor areas such as basketball slabs, open play areas, dog parks, skateparks, picnic areas, the Leander Public Library, playgrounds, trails and greenways.
- Essential Services include but are not limited to city-wide special events and celebrations, program and facility information, community assistance, program planning, public art access and administrative support.
- Cost of essential services and facilities should be primarily borne by the general tax base.
- Cost recovery should fall between 0-35%.

4.7.1.1 CRITERIA FOR ESTABLISHING FEES AND CHARGES FOR ESSENTIAL SERVICES:

- Charging a fee aids in the provision of activities of a special interest nature that extends beyond the normal operation. Essential Services will continue to support citizen's needs with no or minimal charges and not on the propensity to generate revenue for services provided.
- When Essential Services are used, any fees charged for the use of the public facility should be viewed as a method to continue to provide Essential Services.
- Charging an entry or admission fee to a special event allows for revenues collected to be used in expanding or enhancing the special event.
- Charging fees may also serve as an independent function to ration limited activities and aid in discipline or control.

4.7.2 SUPPLEMENTAL (MERIT) SERVICES:

Supplemental Services provide traditional parks and recreation activities that benefit the individual and the community. Supplemental Services are available to Leander citizens on an equitable basis; however, participation is limited based on program and space availability. Supplemental Services provide an extended level of benefit for users.

- Supplemental Services require facilities, supplies, equipment, and/or considerable staff planning and supervision specific to the service. These types of services benefit both the participant and the community due to their educational, cultural, or physical value.
- Some examples of Supplemental Services include but are not limited to instructional programs, summer camps, senior programs, concerts, performances.
- The user should share in the cost of providing supplemental services to offset tax dollar support.
- Cost recovery should fall between 35-100%.

4.7.2.1 CRITERIA FOR ESTABLISHING FEES AND CHARGES FOR SUPPLEMENTAL SERVICES:

The determination to assign a fee for a supplemental service should be based upon one or more of the following conditions.

- The cost per user hour of the service is higher than Essential Service.
- The service uses consumable materials.
- The service requires added preparation or clean-up.
- The service requires contracted services or instruction at an additional cost.
- A fee supports the provision of activities of a special interest nature that extends beyond Essential Service.
- Fees should be charged to recover supply costs directly related to the supplemental services.
- Use of the service tends to be limited to a relatively few individuals or special interest groups of a private nature. Whenever the benefit to the general citizen population is limited, a fee may be assessed.

4.7.3 SPECIAL (PRIVATE) SERVICES:

Special Services and Facilities are beyond the scope of traditional leisure services. They primarily provide exclusive benefit to individuals based on public demand and population Served.

- Special Services include but are not limited to organized tournaments, trips, private group programs, athletic programs and retail operations.
- Special Facilities include but are not limited to golf course, Mason Homestead rentals, lighted ball fields, reserved picnic pavilions, sports field rentals, amphitheater, and specialized reserved equipment.
- Fees and charges are often established based on local market demand and similar regional and/or national facilities.
- Special services and facilities should recover costs that minimize public tax dollar support.
- Cost recovery should fall between 75%-100%+.

4.7.3.1 CRITERIA FOR ESTABLISHING FEES AND CHARGES FOR SPECIAL SERVICES AND FACILITIES:

- The fee charged for use of public facilities should be comparable to the market rates and current fees being charged for like services in the local area.
- Identify staffing requirements, costs of material, supplies, contracted services, other City of Leander departmental support and facility operational expenses.
- Incremental revenues that the Special Service or Special Facility generates beyond normal daily operating revenues and expenses are factored into the pricing structure.
- License Agreement: Special Services and Facilities which are organized, promoted and conducted by an individual, agency, or any other entity should require a written agreement outlining the specific services and the responsibilities of the City and Licensee. The License Agreement will contain fees and charges estimated to recover all direct costs and a portion of the estimated indirect costs.
- City's Co-Sponsored Event: Services that are organized, promoted and conducted in part by an outside agency, organization, or individual(s) and are the negotiated responsibilities of both parties as defined by a written agreement. Any fees assessed to the outside group for facility use should be established to recover the City's direct cost at minimum and a portion of the estimated indirect costs.
- Economic Impact: Facilities and special services attracting events that generate visitor spending and/or media exposure, or both such as tournaments and special events benefit both the City and local economy, and as such potential economic impact will be considered when setting fees and may be cause for reduced fees.
- Fees and charges should support other resources available to the Parks and Recreation Department, not replace them or be used to reduce the City's responsibility to provide public open space and leisure opportunities. They provide a means to continue, and expand as necessary, and the ability to offer essential, special services and special facilities to Leander citizens. Any surplus revenue from one program may be utilized to offset costs for other programs or activities.

4.8 POLICY REVIEW

The Leander Parks and Recreation Department User Fee Policy shall be reviewed at minimum annually.

4.9 USER FEES

All Leander Parks and Recreation user fees are identified on appendix A and B.

5. RETAIL SALES OF MERCHANDISE

5.1 RETAIL SALES OPERATIONS

The Leander Parks and Recreation Department provides items for sale to the general public for a variety of reasons. Three types of resale operations have been identified currently within the department:

5.1.1 CONCESSIONS/VENDOR OPERATIONS

Vendors will be charged a percentage of sales, currently 20%, or a flat rate based on the length of the event and estimated attendance.

5.1.2 SALE OF RETAIL ITEMS AND CONCESSIONS

Leander Parks and Recreation Department may engage in retail sales of merchandise and/or concessions to promote departmental programs and facilities. Items are purchased wholesale and priced accordingly to comparable market prices within the local area. Profit from sales will directly benefit the related program or facility.

6. SPECIAL CONSIDERATION FOR FEES AND CHARGES VARIANCES

6.1 NON- RESIDENTS

A City of Leander resident or a person working in Leander makes a significant contribution to the financing and operation of the Leander Department of Parks and Recreation. Non-residents will pay an additional non-resident fee for participating in certain programs and for the reservation of facilities. Leander residents are defined as those whose primary residence is within the City's corporate limits.

6.2 MILITARY DISCOUNTS

A discount is offered to both active and retired military personnel. These discounts apply to pool admission, passes and select programs. Special rates can be determined for the Department's facilities and programs for residents who are currently serving or who have previously served in the US Armed Forces.

6.3 SENIOR DISCOUNT

A discount is offered to those citizens of 55 and over. These discounts apply to pool passes and select programs. Discounts do not apply when there is already a reduced rate specified for senior citizens.

6.4 CITY EMPLOYEE DISCOUNT

A discount is offered to regular full-time City employees and regular (year-round) part-time employees, spouses and children living in the household. A 50% discount is available for Crystal Falls Golf Club green/cart/driving range fees, facility rentals and pool passes and a 25% discount on recreational programs to include: programs, camps, and athletics. A reduced rate will be provided to sitting City Council members, spouses and children living in the household at a 50% discount for Crystal Falls Golf Club green/cart/driving range fees; park facility and pavilion rentals; and pool passes. A 25% discount will apply for recreational programs to include: programs, camps, and athletics.

6.5 OUTSIDE ENTITIES & SPECIAL INTEREST GROUPS

Entities or individuals should not be permitted to use park facilities for financial gain or profit except by facility use agreement or approval in writing of the Parks and Recreation Director or designee. Park facilities are designed to serve the public on a non-profit basis. For programs using the parks and collecting paid fees, groups will be required to remit 20% of gross revenue to the city in addition to rental fees for use of the properties. Non-Profit, 501c3 groups are exempt from this fee. Special interest groups, non-profit or individuals should be granted no special consideration in the form of reduced rates or free services except for those groups who are affiliated with the City or when approved by the City Manager.

6.6 WAIVERS AND REDUCTIONS

The Director of Parks and Recreation is authorized to waive or reduce entry fees, user fees or sponsorships in conjunction with promotional opportunities and/or the marketing of Parks and Recreation programs.

6.7 CREDIT CARD/ADMINISTRATIVE FEES

Leander Parks and Recreation and Public Library will assess a \$2.00 Credit Card administrative fee to each transaction over \$10.00 that is paid for via credit or debit card.

7. ALTERNATIVE SOURCES OF REVENUE

7.1 GRANTS

City of Leander employees are encouraged to investigate the possibilities of securing a grant or sources of outside funding for departmental facilities and programs. All grant applications, donations or alternative funding sources must be approved by the Director of Parks and Recreation, City Manager, City Finance Department and Leander City Council as required.

7.2 GIFT CATALOG

Leander Parks and Recreation may engage in the solicitation of gifts/donations in the form of memorializing or naming an individual, group, business, or organization as a fundraiser for providing park amenities, programs, or facilities. Prices will be determined based on production costs, plus shipping and handling, and any necessary installation costs. Sales will directly benefit the related program or facility.

7.3 SPONSORSHIPS

Leander Parks and Recreation Department will actively solicit sponsorships as an alternate and sometimes sole source of funding programs, facilities and events. Sponsorships can be in-kind donations or financial donations or a combination of both.

Appendix A

FY 2024 Parks, Recreation, & Library Fee Schedule

Fee Description	FY22 Fees			
	Resident	Non-Resident	Deposit	Commercial
Lakewood Park				
Live Oak - 3 Hours Full Pavilion	\$ 250.00	\$ 337.50		
Live Oak - 3 Hours Per Section	\$ 100.00	\$ 135.00		
Live Oak - 3 Hours Per Table	\$ 35.00	\$ 47.25		
Live Oak - Full Day Full Pavilion	\$ 500.00	\$ 675.00		
Live Oak - Full Day Per Section	\$ 300.00	\$ 405.00		
Live Oak - Full Day Per Table	\$ 100.00	\$ 135.00		
Bluebonnet - 3 Hours Full Pavilion	\$ 225.00	\$ 303.75		
Bluebonnet - 3 Hours Per Section	\$ 75.00	\$ 101.25		
Bluebonnet - 3 Hours Per Table	\$ 35.00	\$ 47.25		
Cypress Pavilion - 3 Hours	\$ 100.00	\$ 135.00		
Cypress Pavilion - Full Day	\$ 225.00	\$ 305.75		
Meadowlark - 3 Hours	\$ 100.00	\$ 135.00		
Meadowlark - Full Day	\$ 225.00	\$ 305.75		
Mockingbird - 3 Hours	\$ 100.00	\$ 135.00		
Mockingbird - Full Day	\$ 225.00	\$ 305.75		
Texas Sage - 3 Hours	\$ 100.00	\$ 135.00		
Texas Sage - Full Day	\$ 225.00	\$ 305.75		
The Overlook - 3 Hours	\$ 100.00	\$ 135.00		
The Overlook - Full Day	\$ 225.00	\$ 305.75		
Toddler Zone - 3 Hours Full Zone	\$ 100.00	\$ 135.00		
Toddler Zone - 3 Hours Per Section	\$ 50.00	\$ 67.50		
Toddler Zone - 3 Hour Per Table	\$ 30.00	\$ 40.50		
Great Lawn (per day) – Up to 5,000 patrons	\$ 1,500.00	\$ 2,025.00	r/hr \$ 500.00 cm \$ 1,000.00	\$ 2,850.00
Great Lawn (per day) – 5,000+ patrons	\$ 2,500.00	\$ 3,375.00	r/hr \$ 1,000.00 cm \$ 2,000.00	\$ 4,750.00
Great Lawn (per day) – Set-Up & Tear Down	\$ 250.00	\$ 500.00		\$ 1,000.00
Splash Park (3-hour time block) – Up to 50 patrons	\$ 350.00	\$ 472.50	r \$ 100.00 nr \$ 150.00	
Skate Park (2 hrs) – Up to 25 patrons	\$ 250.00	\$ 337.50	r \$ 50.00 nr/cm \$ 100.00	\$ 450.00
Skate Park (2 hrs) – 26 to 50 patrons	\$ 300.00	\$ 405.00	r \$ 75.00 nr/cm \$ 150.00	\$ 575.00
Skate Park (2 hrs) – 51 to 100 patrons	\$ 350.00	\$ 472.50	r \$ 100.00 nr/cm \$ 200.00	\$ 700.00
Skate Park (4 hrs) – Up to 25 patrons	\$ 350.00	\$ 472.50	r \$ 75.00 nr/cm \$ 150.00	\$ 650.00
Skate Park (4 hrs) – 26 to 50 patrons	\$ 450.00	\$ 607.50	r \$ 100.00 nr/cm \$ 200.00	\$ 825.00
Skate Park (4 hrs) – 51 to 100 patrons	\$ 550.00	\$ 742.50	r \$ 125.00 nr/cm \$ 250.00	\$ 1,000.00
Skate Park (8 hrs) – Up to 25 patrons	\$ 450.00	\$ 607.50	r \$ 150.00 nr/cm \$ 250.00	\$ 850.00
Skate Park (8 hrs) – 26 to 50 patrons	\$ 550.00	\$ 742.50	r \$ 200.00 nr/cm \$ 300.00	\$ 1,025.00
Skate Park (8 hrs) – 51 to 100 patrons	\$ 650.00	\$ 877.00	r \$ 250.00 nr/cm \$ 350.00	\$ 1,200.00
Basketball/Volleyball Court (4 hrs) – Up to 25 patrons	\$ 35.00	\$ 47.25	\$ 20.00	\$ 100.00

Basketball/Volleyball Court (4 hrs) – 26 to 75 patrons	\$ 70.00	\$ 94.50	\$ 35.00	\$ 180.00
Basketball/Volleyball Court (8 hrs) – Up to 25 patrons	\$ 65.00	\$ 87.75	\$ 40.00	\$ 175.00
Basketball/Volleyball Court (8 hrs) – 26 to 75 patrons	\$ 130.00	\$ 175.50	\$ 55.00	\$ 350.00
Basketball/Volleyball Court (8 hrs) – 76+ patrons	\$ 170.00	\$ 229.50	\$ 75.00	\$ 450.00
Trail (per event) – Up to 100 patrons	\$ 50.00 + 2.00 pp	\$ 67.50 + 3.00 pp	r/nr \$ 25.00 cm \$50.00	\$ 100.00 + 4.00 pp
Trail (per event) – 101 to 250 patrons	\$ 100.00 + 1.50 pp	\$ 135.00 + 2.50 pp	r/nr \$ 50.00 cm \$ 75.00	\$ 195.00 + 3.50 pp
Trail (per event) – 251+ patrons	\$ 150.00 + 1.00 pp	\$ 202.50 + 2.00 pp	r/nr \$ 75.00 cm \$100.00	\$ 285.00 + 3.00 pp
Small Dog Run (4 hrs) – Up to 30 dogs	\$ 40.00	\$ 55.00	\$ 25.00	\$ 80.00
Medium Dog Run (4 hrs) – Up to 40 dogs	\$ 50.00	\$ 68.00	\$ 30.00	\$ 100.00
Large Dog Run (4 hrs) – Up to 50 dogs	\$ 60.00	\$ 81.00	\$ 35.00	\$ 120.00
Small Dog Run (8 hrs) – Up to 30 dogs	\$ 80.00	\$ 110.00	\$ 50.00	\$ 160.00
Medium Dog Run (8 hrs) – Up to 40 dogs	\$ 100.00	\$ 136.00	\$ 60.00	\$ 200.00
Large Dog Run (8 hrs) – Up to 50 dogs	\$ 120.00	\$ 162.00	\$ 70.00	\$ 240.00
Parking Lot A (per day)	\$ 120.00	\$ 162.00		\$ 240.00
Parking Lot B (per day)	\$ 120.00	\$ 162.00		\$ 240.00
Parking Lot C (per day)	\$ 120.00	\$ 162.00		\$ 240.00
Watercraft Activity (per event) – Up to 15 patrons	\$ 4.00 pp	\$ 5.40 pp		
Watercraft Activity (per event) – 16 to 50 patrons	\$ 4.00 pp	\$ 5.40 pp		\$ 100.00
Watercraft Activity (per event) – 51+ patrons				\$ 200.00
Mason Homestead				
Weekday Partial Day (5 hours)	\$ 75.00	\$ 101.25	\$ 150.00	
Daily Rate (8am - Midnight)	\$ 150.00	\$ 202.50	\$ 250.00	
Weekend (Noon Friday - Sunday Midnight)	\$ 275.00	\$ 371.25	\$ 250.00	
Robin Bledsoe Park				
Robin Bledsoe Pavilion	\$ 75.00	\$ 101.25		
Robin Bledsoe Amphitheater (2 hours)	\$ 100.00	\$ 135.00		
Robin Bledsoe Amphitheater + Hour	\$ 25.00	\$ 33.75		
Robin Bledsoe Entire Park	\$ 2,000.00	\$ 2,700.00	\$ 1,000.00	
Serna Athletic Field - Entire Field 90-Minute Rental	\$ 125.00	\$ 168.75		
Serna Athletic Field - North Field 90-Minute Rental	\$ 65.00	\$ 87.75		
Serna Athletic Field - South Field 90-Minute Rental	\$ 65.00	\$ 87.75		
Serna Athletic Field Light Fee - North/South Field	\$ 20.00	\$ 27.00		
Serna Athletic Field Light Fee - Entire Field	\$ 30.00	\$ 40.50		
Robin Bledsoe Pool Private Pool Rentals				
Small Private Party – Up to 75 patrons	\$ 225.00	\$ 303.75	\$ 100.00	
Large Private Party – 76-150 patrons	\$ 300.00	\$ 405.00	\$ 100.00	
Robin Bledsoe Pool Public Admission				
Child 0-1 Admission	FREE			
Child 2-17 Admission	\$ 2.00			
Adult 18+ Admission	\$ 3.00			
Senior 55+ Admission	\$ 2.00			
Day Care / School	\$ 1.75			
Military Admission	\$ 2.00			
Robin Bledsoe Pool Season Passes				
Individual Season Pass	\$ 60.00			
Couple Season Pass	\$ 100.00			
Family Pass (up to 8)	\$ 150.00			
Devine Lake Park				
Devine Lake Park Pavilion	\$ 75.00	\$ 101.25		
Devine Lake Park Open Space 4 Hour Rental	\$ 150.00	\$ 202.50	\$ 200.00	
Devine Lake Park Open Space 8 Hour Rental	\$ 250.00	\$ 337.50	\$ 200.00	

Northcreek Ranch Park				
Northcreek Ranch Park Pavilion	\$ 50.00	\$ 67.50	\$ 50.00	
Benbrook Ranch Park				
Benbrook Ranch Park Pavilion	\$ 75.00	\$ 101.25	\$ 101.25	
Benbrook Ranch Disc Golf Course	\$ 100.00	\$ 135.00	\$ 135.00	
Benbrook Skate Park Rental 4 Hour Rental	\$ 250.00	\$ 337.50	\$ 337.50	
Benbrook Skate Park Rental 8 Hour Rental	\$ 400.00	\$ 540.00	\$ 540.00	
Benbrook Baseball Field #1 90-Minute Rental	\$ 40.00	\$ 54.00		
Benbrook Baseball Field #2 90-Minute Rental	\$ 35.00	\$ 47.25		
Benbrook Baseball Field #3 90-Minute Rental	\$ 35.00	\$ 47.25		
Benbrook Baseball Field #4 90-Minute Rental	\$ 35.00	\$ 47.25		
Benbrook Field Light Fee	\$ 35.00	\$ 47.25		
Benbrook Field Striping Field 1	\$ 15.00	\$ 20.00		
Benbrook Field Striping Field 2,3,4	\$ 15.00	\$ 20.00		
Benbrook Field Dragging/Raking Field 1	\$ 15.00	\$ 20.00		
Benbrook Field Dragging/Raking Field 2,3,4	\$ 15.00	\$ 20.00		
Benbrook Scoreboard Use	\$ 15.00	\$ 20.00	\$ 50.00	
Special Use Fees				
Commercial Photography	\$ 100.00	\$ 135.00		
Special Event Permit	\$ 15.00	\$ 20.25		
Leander Public Library – Library Annex Meeting Room				
Public or Non-Profit Rental (2-hour rental per hour)	\$ 100.00 \$ 50.00	\$ 135.00 \$ 67.50	\$ 150.00	
Library Annex Non Profit Additional Hour	\$ 50.00	\$ 67.50		
Private or For-Profit (Private Rental (per hour)	\$ 150.00 \$ 75.00	\$ 202.50 \$ 101.25	\$ 150.00	
Library Annex For Profit / Private Rental Additional Hour	\$ 75.00	\$ 101.25		
Library Annex Kitchenette	\$ 20.00	\$ 27.00		
Leander Public Library - Fees & Fines				
Lost Items	CRP + \$6.00			
Lost or Damaged DVD or Playaway Playaway Case	\$ 6.00			
Missing Tags, Spine Labels or Barcodes	\$ 1.00			
Fax - Local Send (15 Pages)	\$ 1.00			
Fax - Long Distance Send (1st Page)	\$ 3.00			
Fax - Long Distance Send (Each Additional Page)	\$ 1.00			
Receive Fax (15 Pages)	\$ 1.00			
Interlibrary Loans	\$ 2.50			
Library Card - Individual	FREE	\$ 15.00		
Library Card - Family	FREE	\$ 25.00		
Replacement Card	\$ 2.00			
Overdue Fines	\$ 0.10	Max \$5		
Printing - Black and White - Per Page	\$ 0.15			
Printing - Color - Per Page	\$ 0.50			

Appendix B

Crystal Falls Golf Club Fee Schedule

Daily Green Fees				
Fee Description	Resident	Resident Senior / Hero	Non-Resident	Non-Resident Senior / Hero
Monday-Thursday – Morning	\$ 42.00	\$ 35.00	\$ 47.00 55.00	\$ 42.00 50.00
Monday-Thursday – Afternoon	\$ 38.00	\$ 35.00	\$ 43.00 50.00	\$ 40.00 45.00
Monday-Thursday – Twilight	\$ 33.00	\$ 30.00	\$ 38.00 45.00	\$ 36.00 40.00
Monday-Thursday – 9 Hole	\$ 27.00	\$ 25.00	\$ 32.00 35.00	\$ 30.00 32.00
Monday-Thursday – Junior	\$ 18.00		\$ 18.00 20.00	
Friday-Sunday & Holidays – Morning	\$ 50.00	\$ 45.00	\$ 60.00 75.00	\$ 50.00 60.00
Friday-Sunday & Holidays – Afternoon	\$ 45.00	\$ 40.00	\$ 50.00 60.00	\$ 45.00 50.00
Friday-Sunday & Holidays – Twilight	\$ 40.00	\$ 35.00	\$ 45.00 50.00	\$ 40.00 45.00
Friday-Sunday & Holidays – 9 Hole	\$ 30.00	\$ 28.00	\$ 35.00 40.00	\$ 32.00 35.00
Friday-Sunday & Holidays – Junior	\$ 18.00		\$ 18.00 25.00	
Annual Membership Fees				
Fee Description	7-Day	Weekday Only		
Regular	\$ 2,000.00 2,200.00	\$ 1,650.00 1,815.00		
Regular Couple	\$ 3,520.00	\$ 2,900.00		
Senior	\$ 1,500.00 1,650.00	\$ 1,250.00 1,375.00		
Senior Couple	\$ 2,640.00	\$ 2,200.00		
Family	\$ 3,500.00 3,850.00	\$ 3,000.00 3,300.00		
Annual Student / Team Facility Use Fees				
Student Athlete (per student)	\$ 175.00 200.00			
Bag Storage (per school)	\$ 1,000.00			
Tournament Fees & Outing Upcharge Fees				
Fee Description	Monday-Thursday	Weekends & Holidays		
3rd Party / Adult (per player)	Various 75.00	Various 95.00		
3rd Party / Junior – 18 Holes (per player)	Various 35.00	Various 50.00		
3rd Party / Junior – 9 Holes (per player)	Various 30.00	Various 40.00		
CFGF / Adult – Resident (per player)	\$ 60.00	\$ 65.00		
CFGF / Adult – Non-Resident (per player)	65.00 75.00	75.00 95.00		
CFGF / Adult – Member (per player)	\$ 25.00	\$ 25.00		
CFGF / Adult – Junior (per player)	35.00	50.00		
Outing / League – Tee Time Only (per player)	\$ 5.00	\$ 5.00		
Outing / League – Par Package (per player)	\$ 7.00	\$ 7.00		
Outing / League – Birdie Package (per player)	\$ 10.00	\$ 10.00		
Outing / League – Eagle Package (per player)	\$ 12.00	\$ 12.00		
Outing / League – Premium Package (per player)	\$ 15.00	\$ 15.00		
Daily Special Event Fees				
Cart Barn Rental – 2-hr minimum (per hour)	\$ 300.00			
Event Lawn – Availability TBD (per hour)	\$ 250.00			
Rear Deck 1/2 – Up to 50 patrons (per hour)	\$ 100.00			
Rear Deck Full – Up to 100 patrons (per hour)	\$ 200.00			
Driving Range Tee (per hour)	\$ 300.00			

Monthly Sponsorship Fees				
Cart Sign Holder – 30 carts	\$ 55.00			
Cart Sign Holder – 45 carts	\$ 80.00			
Cart Sign Holder – All carts	\$ 150.00			
GPS Display Premier – All carts	\$ 100.00			
GPS Display Standard – All carts	\$ 50.00			
Club Tournament Hole Sponsor	\$ 50.00			
Club Tournament Title Sponsor – Diamond	\$ 5,000.00			
Club Tournament Title Sponsor – Platinum	\$ 2,500.00			
Club Tournament Title Sponsor – Gold	\$ 1,000.00			
Annual Golf Cart / Trail Fees (Membership Required)				
Fee Description	7-Day	Weekday Only		
CFGC Cart – Regular / Senior	\$ 965.00	\$ 825.00		
CFGC Cart – Couple	\$ 1,930.00	\$ 1,650.00		
CFGC Cart – Family	\$ 2,959.00	\$ 2,530.00		
Private Cart – Regular / Senior	\$ 750.00 900.00	\$ 750.00		
Private Cart – Couple	\$ 1,800.00	\$ 1,500.00		
Private Cart – Family	\$ 2,700.00	\$ 2,310.00		
Additional Fees				
Cart Rental – Regular, 18 Holes (per person)	\$ 15.00			
Cart Rental – Regular, 9 Holes (per person)	\$ 7.50			
Cart Rental – Junior, 18 Holes (per person)	\$ 8.00			
Spectator Fee	\$ 15.00			
Caddie Cart Fee	\$ 30.00			
Trail Fee	\$ 14.00			
Driving Range – Small Bucket	\$ 5.00			
Driving Range – Medium Bucket	\$ 10.00			
Driving Range – Large Bucket	\$ 15.00			
Guest Instructor – Monthly (per instructor)	\$ 250.00			



City of
Leander

Parks and Recreation Department

User Fees Policy

Revised January 2024

TABLE OF CONTENTS

1. MISSION STATEMENT	3
2. DEPARTMENT VISION	3
3. PURPOSE.....	3
4. AUTHORITY AND GENERAL PROVISIONS.....	3
4.1 COVERAGE	3
4.2 STATEMENT OF NEED	3
4.3 STATEMENT OF LEGAL AUTHORITY	3
4.4 STATEMENT OF PHILOSOPHY	3
4.5 COMMUNITY PRIORITIES	3
4.6 GENERAL PROVISIONS	4
4.7 SERVICE LEVEL CLASSIFICATIONS	4
4.7.1 ESSENTIAL (PUBLIC) SERVICES	4
4.7.2 SUPPLEMENTAL (MERIT) SERVICES	5
4.7.3 SPECIAL (PRIVATE) SERVICES	6
4.8 POLICY REVIEW.....	6
4.9 USER FEES.....	6
5. RETAIL SALES OF MERCHANDISE.....	7
5.1 RETAIL SALES OPERATIONS	7
5.1.1 CONCESSIONS/VENDOR OPERATIONS.....	7
5.1.2 SALE OF RETAIL ITEMS AND CONCESSIONS.....	7
6. SPECIAL CONSIDERATION FOR FEES AND CHARGES VARIANCES	7
6.1 NON- RESIDENTS	7
6.2 MILITARY DISCOUNTS	7
6.3 SENIOR DISCOUNT	7
6.4 CITY EMPLOYEE AND FAMILY DISCOUNT	7
6.5 OUTSIDE ENTITIES & SPECIAL INTEREST GROUPS.....	7
6.6 WAIVERS AND REDUCTIONS	7
6.7 CREDIT CARD/ADMINISTRATIVE FEES	7
7. ALTERNATIVE SOURCES OF REVENUE	8
7.1 GRANTS.....	8
7.2 GIFT CATELOG	8
7.3 SPONSORSHIPS	8
8. APPENDIX A – PARKS, RECREATION, & LIBRARY FEE SCHEDULE	9
9. APPENDIX B – CRYSTAL FALLS GOLF CLUB FEE SCHEDULE.....	12

1. MISSION STATEMENT

To enhance and enrich the lives of all Leander citizens by providing access to superior park and public spaces and creating quality recreation, sports and leisure opportunities.

2. DEPARTMENT VISION

A dynamic community revolving around parks, recreation and public spaces.

3. PURPOSE

To adopt an official policy to establish a set of fees that are fair and equitable for the use of facilities and equipment and the participation in programs sponsored by the Leander Parks & Recreation Department.

4. AUTHORITY AND GENERAL PROVISIONS**4.1 COVERAGE**

This policy, upon adoption by the Leander City Council, should be applicable to all individuals for the use of facilities and the participation in programs conducted by the Leander Parks and Recreation Department until it is altered, modified, or rescinded by the Leander City Council.

4.2 STATEMENT OF NEED

Due to the demand for services, operating and capital costs, and the amount of available tax revenues, meeting the level of parks, recreation and special event services requested by Leander residents is a continuing challenge. Therefore, it is necessary for the City of Leander to develop a sound and consistent policy of fees and charges for Parks and Recreation services that are both fair and equitable. This policy will assist the City of Lender to continue to provide quality recreation programs and make necessary program expansions which would not otherwise be possible.

4.3 STATEMENT OF LEGAL AUTHORITY

The Charter of the City of Leander, Chapter 1, Article 1.11 provides the legal authority for establishment of user fees and other regulations, rules, policies or procedures pertaining to use and operations of City parks, facilities, activities and programs.

4.4 STATEMENT OF PHILOSOPHY

A sound policy provides the guiding principles for managing user fees while maintaining flexibility to accommodate new programs, changing demographics and circumstances. The following guiding principles provide the foundation for the City of Leander's philosophy for the Parks and Recreation User Fee Policy.

- To enhance the quality of life for Leander citizens through affordable recreation opportunities.
- To provide the opportunity for all Leander citizens to participate in variety of programs and activities and to full utilize the facilities of the department.
- To ensure that Leander citizens receive the benefit of lower fees and priority registration.
- To efficiently manage operations and affordable services to ensure all Leander citizens equal opportunities to use City parks and facilities or to participate in activities and programs.
- To provide and maintain facilities for use by the public.
- To establish revenue recovery rates that consider market conditions and the cost of providing programs and services.
- To supplement fees and charges with tax dollars, grants, donations, sponsorships, scholarships, etc.
- To provide trained and qualified personnel for supervision and instruction in programs and activities.
- To welcome and actively seek public input in evaluating programs, activities and facilities.

4.5 COMMUNITY PRIORITIES

As identified in the 2019 Leander Parks, Public Spaces, and Recreation Comprehensive Plan, the following community priorities have been identified.

- **Healthy Lifestyle** – Facilities and programs that enable citizens and visitors to pursue healthy and active lifestyles.
- **Community Access** – A system that supports community access – physically, economically, and socially.
- **Stewardship/Conservation** – Citizens expect the City to maintain and improve existing open space, greenway and trail developments.
- **Outdoor Recreation** – Facilities and programs that enable citizens and visitors to be outdoors and enjoy the environment.

4.6 GENERAL PROVISIONS

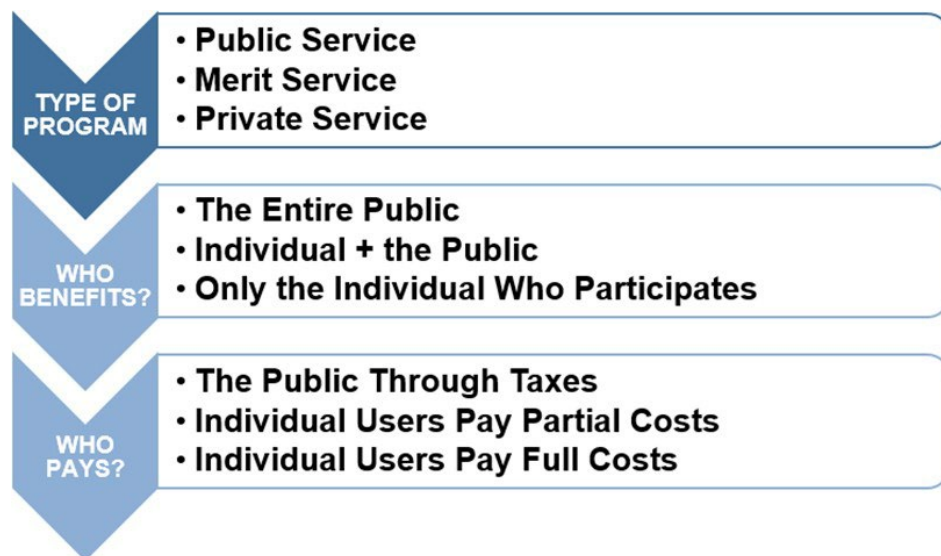
In addition to the user fees identified herein, users may be required to pay additional costs, resulting from their use of parks and facilities (e.g. a reasonable portion of the City's costs for traffic control and/or police service when the user's event requires such services).

Patrons who reside outside the City of Leander and who do not contribute financial support to the City's parks and recreation efforts via ad valorem taxes, and those patrons who propose to use public recreation facilities for private economic gain may incur fees and/or charges higher than or in addition to the user fees paid by local residents for general use.

4.7 SERVICE LEVEL CLASSIFICATIONS

Classifying programs and services is an important process for an agency to follow to remain aligned with the community's interests and needs, the mission of the organization, and to sustainably operate within the bounds of the financial resources that support it. The criteria utilized and recommended in program classification stems from the foundation's concept detailed by Dr. John Crompton and Dr. Charles Lamb. In their book "Marketing Government and Social Services", they purport that programs need to be evaluated on the criteria of type, who benefits, and who bears the cost of the program.

This is illustrated below:



4.7.1 ESSENTIAL (PUBLIC) SERVICES:

Essential (Public) Services are equally accessible and available to all citizens. They tend to preserve and promote the physical and mental well-being of the community, provide patron safety, and offer an opportunity for Parks and Recreation services, facilities, greenways, and open space to be used by the public. Typically, essential services are available to all Leander citizens on an equal basis and there is little consumptive use of services. Essential Services and facilities should be offered to City residents at minimal or no charge.

- Essential Services provide general use of parks and outdoor areas such as basketball slabs, open play areas, dog parks, skateparks, picnic areas, the Leander Public Library, playgrounds, trails and greenways.
- Essential Services include but are not limited to city-wide special events and celebrations, program and facility information, community assistance, program planning, public art access and administrative support.
- Cost of essential services and facilities should be primarily borne by the general tax base.
- Cost recovery should fall between 0-35%.

4.7.1.1 CRITERIA FOR ESTABLISHING FEES AND CHARGES FOR ESSENTIAL SERVICES:

- Charging a fee aids in the provision of activities of a special interest nature that extends beyond the normal operation. Essential Services will continue to support citizen's needs with no or minimal charges and not on the propensity to generate revenue for services provided.
- When Essential Services are used, any fees charged for the use of the public facility should be viewed as a method to continue to provide Essential Services.
- Charging an entry or admission fee to a special event allows for revenues collected to be used in expanding or enhancing the special event.
- Charging fees may also serve as an independent function to ration limited activities and aid in discipline or control.

4.7.2 SUPPLEMENTAL (MERIT) SERVICES:

Supplemental Services provide traditional parks and recreation activities that benefit the individual and the community. Supplemental Services are available to Leander citizens on an equitable basis; however, participation is limited based on program and space availability. Supplemental Services provide an extended level of benefit for users.

- Supplemental Services require facilities, supplies, equipment, and/or considerable staff planning and supervision specific to the service. These types of services benefit both the participant and the community due to their educational, cultural, or physical value.
- Some examples of Supplemental Services include but are not limited to instructional programs, summer camps, senior programs, concerts, performances.
- The user should share in the cost of providing supplemental services to offset tax dollar support.
- Cost recovery should fall between 35-100%.

4.7.2.1 CRITERIA FOR ESTABLISHING FEES AND CHARGES FOR SUPPLEMENTAL SERVICES:

The determination to assign a fee for a supplemental service should be based upon one or more of the following conditions.

- The cost per user hour of the service is higher than Essential Service.
- The service uses consumable materials.
- The service requires added preparation or clean-up.
- The service requires contracted services or instruction at an additional cost.
- A fee supports the provision of activities of a special interest nature that extends beyond Essential Service.
- Fees should be charged to recover supply costs directly related to the supplemental services.
- Use of the service tends to be limited to a relatively few individuals or special interest groups of a private nature. Whenever the benefit to the general citizen population is limited, a fee may be assessed.

4.7.3 SPECIAL (PRIVATE) SERVICES:

Special Services and Facilities are beyond the scope of traditional leisure services. They primarily provide exclusive benefit to individuals based on public demand and population Served.

- Special Services include but are not limited to organized tournaments, trips, private group programs, athletic programs and retail operations.
- Special Facilities include but are not limited to golf course, Mason Homestead rentals, lighted ball fields, reserved picnic pavilions, sports field rentals, amphitheater, and specialized reserved equipment.
- Fees and charges are often established based on local market demand and similar regional and/or national facilities.
- Special services and facilities should recover costs that minimize public tax dollar support.
- Cost recovery should fall between 75%-100%+.

4.7.3.1 CRITERIA FOR ESTABLISHING FEES AND CHARGES FOR SPECIAL SERVICES AND FACILITIES:

- The fee charged for use of public facilities should be comparable to the market rates and current fees being charged for like services in the local area.
- Identify staffing requirements, costs of material, supplies, contracted services, other City of Leander departmental support and facility operational expenses.
- Incremental revenues that the Special Service or Special Facility generates beyond normal daily operating revenues and expenses are factored into the pricing structure.
- License Agreement: Special Services and Facilities which are organized, promoted and conducted by an individual, agency, or any other entity should require a written agreement outlining the specific services and the responsibilities of the City and Licensee. The License Agreement will contain fees and charges estimated to recover all direct costs and a portion of the estimated indirect costs.
- City's Co-Sponsored Event: Services that are organized, promoted and conducted in part by an outside agency, organization, or individual(s) and are the negotiated responsibilities of both parties as defined by a written agreement. Any fees assessed to the outside group for facility use should be established to recover the City's direct cost at minimum and a portion of the estimated indirect costs.
- Economic Impact: Facilities and special services attracting events that generate visitor spending and/or media exposure, or both such as tournaments and special events benefit both the City and local economy, and as such potential economic impact will be considered when setting fees and may be cause for reduced fees.
- Fees and charges should support other resources available to the Parks and Recreation Department, not replace them or be used to reduce the City's responsibility to provide public open space and leisure opportunities. They provide a means to continue, and expand as necessary, and the ability to offer essential, special services and special facilities to Leander citizens. Any surplus revenue from one program may be utilized to offset costs for other programs or activities.

4.8 POLICY REVIEW

The Leander Parks and Recreation Department User Fee Policy shall be reviewed at minimum annually.

4.9 USER FEES

All Leander Parks and Recreation user fees are identified on Appendices A and B.

5. RETAIL SALES OF MERCHANDISE

5.1 RETAIL SALES OPERATIONS

The Leander Parks and Recreation Department provides items for sale to the general public for a variety of reasons. Three types of resale operations have been identified currently within the department:

5.1.1 CONCESSIONS/VENDOR OPERATIONS

Vendors will be charged a percentage of sales, currently 20%, or a flat rate based on the length of the event and estimated attendance.

5.1.2 SALE OF RETAIL ITEMS AND CONCESSIONS

Leander Parks and Recreation Department may engage in retail sales of merchandise and/or concessions to promote departmental programs and facilities. Items are purchased wholesale and priced accordingly to comparable market prices within the local area. Profit from sales will directly benefit the related program or facility.

6. SPECIAL CONSIDERATION FOR FEES AND CHARGES VARIANCES

6.1 NON- RESIDENTS

A City of Leander resident or a person working in Leander makes a significant contribution to the financing and operation of the Leander Department of Parks and Recreation. Non-residents will pay an additional non-resident fee for participating in certain programs and for the reservation of facilities. Leander residents are defined as those whose primary residence is within the City's corporate limits.

6.2 MILITARY DISCOUNTS

A discount is offered to both active and retired military personnel. These discounts apply to pool admission, passes and select programs. Special rates can be determined for the Department's facilities and programs for residents who are currently serving or who have previously served in the US Armed Forces.

6.3 SENIOR DISCOUNT

A discount is offered to those citizens of 55 and over. These discounts apply to pool passes and select programs. Discounts do not apply when there is already a reduced rate specified for senior citizens.

6.4 CITY EMPLOYEE DISCOUNT

A discount is offered to regular full-time City employees and regular (year-round) part-time employees, spouses and children living in the household. A 50% discount is available for Crystal Falls Golf Club green/cart/driving range fees, facility rentals and pool passes and a 25% discount on recreational programs to include: programs, camps, and athletics. A reduced rate will be provided to sitting City Council members, spouses and children living in the household at a 50% discount for Crystal Falls Golf Club green/cart/driving range fees; park facility and pavilion rentals; and pool passes. A 25% discount will apply for recreational programs to include: programs, camps, and athletics.

6.5 OUTSIDE ENTITIES & SPECIAL INTEREST GROUPS

Entities or individuals should not be permitted to use park facilities for financial gain or profit except by facility use agreement or approval in writing of the Parks and Recreation Director or designee. Park facilities are designed to serve the public on a non-profit basis. For programs using the parks and collecting paid fees, groups will be required to remit 20% of gross revenue to the city in addition to rental fees for use of the properties. Non-Profit, 501c3 groups are exempt from this fee. Special interest groups, non-profit or individuals should be granted no special consideration in the form of reduced rates or free services except for those groups who are affiliated with the City or when approved by the City Manager.

6.6 WAIVERS AND REDUCTIONS

The Director of Parks and Recreation is authorized to waive or reduce entry fees, user fees or sponsorships in conjunction with promotional opportunities and/or the marketing of Parks and Recreation programs.

6.7 CREDIT CARD/ADMINISTRATIVE FEES

Leander Parks and Recreation and Public Library will assess a \$2.00 Credit Card administrative fee to each transaction over \$10.00 that is paid for via credit or debit card.

7. ALTERNATIVE SOURCES OF REVENUE

7.1 GRANTS

City of Leander employees are encouraged to investigate the possibilities of securing a grant or sources of outside funding for departmental facilities and programs. All grant applications, donations or alternative funding sources must be approved by the Director of Parks and Recreation, City Manager, City Finance Department and Leander City Council as required.

7.2 GIFT CATALOG

Leander Parks and Recreation may engage in the solicitation of gifts/donations in the form of memorializing or naming an individual, group, business, or organization as a fundraiser for providing park amenities, programs, or facilities. Prices will be determined based on production costs, plus shipping and handling, and any necessary installation costs. Sales will directly benefit the related program or facility.

7.3 SPONSORSHIPS

Leander Parks and Recreation Department will actively solicit sponsorships as an alternate and sometimes sole source of funding programs, facilities and events. Sponsorships can be in-kind donations or financial donations or a combination of both.

Appendix A

Parks, Recreation, & Library Fee Schedule

Fee Description	Fees			
	Resident	Non-Resident	Deposit	Commercial
Lakewood Park				
Live Oak - 3 Hours Full Pavilion	\$ 250.00	\$ 337.50		
Live Oak - 3 Hours Per Section	\$ 100.00	\$ 135.00		
Live Oak - 3 Hours Per Table	\$ 35.00	\$ 47.25		
Live Oak - Full Day Full Pavilion	\$ 500.00	\$ 675.00		
Live Oak - Full Day Per Section	\$ 300.00	\$ 405.00		
Live Oak - Full Day Per Table	\$ 100.00	\$ 135.00		
Bluebonnet - 3 Hours Full Pavilion	\$ 225.00	\$ 303.75		
Bluebonnet - 3 Hours Per Section	\$ 75.00	\$ 101.25		
Bluebonnet - 3 Hours Per Table	\$ 35.00	\$ 47.25		
Cypress Pavilion - 3 Hours	\$ 100.00	\$ 135.00		
Cypress Pavilion - Full Day	\$ 225.00	\$ 305.75		
Meadowlark - 3 Hours	\$ 100.00	\$ 135.00		
Meadowlark - Full Day	\$ 225.00	\$ 305.75		
Mockingbird - 3 Hours	\$ 100.00	\$ 135.00		
Mockingbird - Full Day	\$ 225.00	\$ 305.75		
Texas Sage - 3 Hours	\$ 100.00	\$ 135.00		
Texas Sage - Full Day	\$ 225.00	\$ 305.75		
The Overlook - 3 Hours	\$ 100.00	\$ 135.00		
The Overlook - Full Day	\$ 225.00	\$ 305.75		
Toddler Zone - 3 Hours Full Zone	\$ 100.00	\$ 135.00		
Toddler Zone - 3 Hours Per Section	\$ 50.00	\$ 67.50		
Toddler Zone - 3 Hour Per Table	\$ 30.00	\$ 40.50		
Great Lawn (per day) – Up to 5,000 patrons	\$ 1,500.00	\$ 2,025.00	r/hr \$ 500.00 cm \$ 1,000.00	\$ 2,850.00
Great Lawn (per day) – 5,000+ patrons	\$ 2,500.00	\$ 3,375.00	r/hr \$ 1,000.00 cm \$ 2,000.00	\$ 4,750.00
Great Lawn (per day) – Set-Up & Tear Down	\$ 250.00	\$ 500.00		\$ 1,000.00
Splash Park (3-hour time block) – Up to 50 patrons	\$ 350.00	\$ 472.50	r \$ 100.00 nr \$ 150.00	
Skate Park (2 hrs) – Up to 25 patrons	\$ 250.00	\$ 337.50	r \$ 50.00 nr/cm \$ 100.00	\$ 450.00
Skate Park (2 hrs) – 26 to 50 patrons	\$ 300.00	\$ 405.00	r \$ 75.00 nr/cm \$ 150.00	\$ 575.00
Skate Park (2 hrs) – 51 to 100 patrons	\$ 350.00	\$ 472.50	r \$ 100.00 nr/cm \$ 200.00	\$ 700.00
Skate Park (4 hrs) – Up to 25 patrons	\$ 350.00	\$ 472.50	r \$ 75.00 nr/cm \$ 150.00	\$ 650.00
Skate Park (4 hrs) – 26 to 50 patrons	\$ 450.00	\$ 607.50	r \$ 100.00 nr/cm \$ 200.00	\$ 825.00
Skate Park (4 hrs) – 51 to 100 patrons	\$ 550.00	\$ 742.50	r \$ 125.00 nr/cm \$ 250.00	\$ 1,000.00
Skate Park (8 hrs) – Up to 25 patrons	\$ 450.00	\$ 607.50	r \$ 150.00 nr/cm \$ 250.00	\$ 850.00
Skate Park (8 hrs) – 26 to 50 patrons	\$ 550.00	\$ 742.50	r \$ 200.00 nr/cm \$ 300.00	\$ 1,025.00
Skate Park (8 hrs) – 51 to 100 patrons	\$ 650.00	\$ 877.00	r \$ 250.00 nr/cm \$ 350.00	\$ 1,200.00
Basketball/Volleyball Court (4 hrs) – Up to 25 patrons	\$ 35.00	\$ 47.25	\$ 20.00	\$ 100.00

Basketball/Volleyball Court (4 hrs) – 26 to 75 patrons	\$ 70.00	\$ 94.50	\$ 35.00	\$ 180.00
Basketball/Volleyball Court (8 hrs) – Up to 25 patrons	\$ 65.00	\$ 87.75	\$ 40.00	\$ 175.00
Basketball/Volleyball Court (8 hrs) – 26 to 75 patrons	\$ 130.00	\$ 175.50	\$ 55.00	\$ 350.00
Basketball/Volleyball Court (8 hrs) – 76+ patrons	\$ 170.00	\$ 229.50	\$ 75.00	\$ 450.00
Trail (per event) – Up to 100 patrons	\$ 50.00 + 2.00 pp	\$ 67.50 + 3.00 pp	r/hr \$ 25.00 cm \$50.00	\$ 100.00 + 4.00 pp
Trail (per event) – 101 to 250 patrons	\$ 100.00 + 1.50 pp	\$ 135.00 + 2.50 pp	r/hr \$ 50.00 cm \$ 75.00	\$ 195.00 + 3.50 pp
Trail (per event) – 251+ patrons	\$ 150.00 + 1.00 pp	\$ 202.50 + 2.00 pp	r/hr \$ 75.00 cm \$100.00	\$ 285.00 + 3.00 pp
Small Dog Run (4 hrs) – Up to 30 dogs	\$ 40.00	\$ 55.00	\$ 25.00	\$ 80.00
Medium Dog Run (4 hrs) – Up to 40 dogs	\$ 50.00	\$ 68.00	\$ 30.00	\$ 100.00
Large Dog Run (4 hrs) – Up to 50 dogs	\$ 60.00	\$ 81.00	\$ 35.00	\$ 120.00
Small Dog Run (8 hrs) – Up to 30 dogs	\$ 80.00	\$ 110.00	\$ 50.00	\$ 160.00
Medium Dog Run (8 hrs) – Up to 40 dogs	\$ 100.00	\$ 136.00	\$ 60.00	\$ 200.00
Large Dog Run (8 hrs) – Up to 50 dogs	\$ 120.00	\$ 162.00	\$ 70.00	\$ 240.00
Parking Lot A (per day)	\$ 120.00	\$ 162.00		\$ 240.00
Parking Lot B (per day)	\$ 120.00	\$ 162.00		\$ 240.00
Parking Lot C (per day)	\$ 120.00	\$ 162.00		\$ 240.00
Watercraft Activity (per event) – Up to 15 patrons	\$ 4.00 pp	\$ 5.40 pp		
Watercraft Activity (per event) – 16 to 50 patrons	\$ 4.00 pp	\$ 5.40 pp		\$ 100.00
Watercraft Activity (per event) – 51+ patrons				\$ 200.00
Mason Homestead				
Weekday Partial Day (5 hours)	\$ 75.00	\$ 101.25	\$ 150.00	
Daily Rate (8am - Midnight)	\$ 150.00	\$ 202.50	\$ 250.00	
Weekend (Noon Friday - Sunday Midnight)	\$ 275.00	\$ 371.25	\$ 250.00	
Robin Bledsoe Park				
Robin Bledsoe Pavilion	\$ 75.00	\$ 101.25		
Robin Bledsoe Amphitheater (2 hours)	\$ 100.00	\$ 135.00		
Robin Bledsoe Amphitheater + Hour	\$ 25.00	\$ 33.75		
Robin Bledsoe Entire Park	\$ 2,000.00	\$ 2,700.00	\$ 1,000.00	
Serna Athletic Field - Entire Field 90-Minute Rental	\$ 125.00	\$ 168.75		
Serna Athletic Field - North Field 90-Minute Rental	\$ 65.00	\$ 87.75		
Serna Athletic Field - South Field 90-Minute Rental	\$ 65.00	\$ 87.75		
Serna Athletic Field Light Fee - North/South Field	\$ 20.00	\$ 27.00		
Serna Athletic Field Light Fee - Entire Field	\$ 30.00	\$ 40.50		
Robin Bledsoe Pool Private Rentals				
Small Private Party – Up to 75 patrons	\$ 225.00	\$ 303.75	\$ 100.00	
Large Private Party – 76-150 patrons	\$ 300.00	\$ 405.00	\$ 100.00	
Robin Bledsoe Pool Public Admission				
Child 0-1 Admission	FREE			
Child 2-17 Admission	\$ 2.00			
Adult 18+ Admission	\$ 3.00			
Senior 55+ Admission	\$ 2.00			
Day Care / School	\$ 1.75			
Military Admission	\$ 2.00			
Robin Bledsoe Pool Season Passes				
Individual Season Pass	\$ 60.00			
Couple Season Pass	\$ 100.00			
Family Pass (up to 8)	\$ 150.00			
Devine Lake Park				
Devine Lake Park Pavilion	\$ 75.00	\$ 101.25		
Devine Lake Park Open Space 4 Hour Rental	\$ 150.00	\$ 202.50	\$ 200.00	
Devine Lake Park Open Space 8 Hour Rental	\$ 250.00	\$ 337.50	\$ 200.00	

Northcreek Ranch Park				
Northcreek Ranch Park Pavilion	\$ 50.00	\$ 67.50	\$ 50.00	
Benbrook Ranch Park				
Benbrook Ranch Park Pavilion	\$ 75.00	\$ 101.25	\$ 101.25	
Benbrook Ranch Disc Golf Course	\$ 100.00	\$ 135.00	\$ 135.00	
Benbrook Skate Park Rental 4 Hour Rental	\$ 250.00	\$ 337.50	\$ 337.50	
Benbrook Skate Park Rental 8 Hour Rental	\$ 400.00	\$ 540.00	\$ 540.00	
Benbrook Baseball Field #1 90-Minute Rental	\$ 40.00	\$ 54.00		
Benbrook Baseball Field #2 90-Minute Rental	\$ 35.00	\$ 47.25		
Benbrook Baseball Field #3 90-Minute Rental	\$ 35.00	\$ 47.25		
Benbrook Baseball Field #4 90-Minute Rental	\$ 35.00	\$ 47.25		
Benbrook Field Light Fee	\$ 35.00	\$ 47.25		
Benbrook Field Striping Field 1	\$ 15.00	\$ 20.00		
Benbrook Field Striping Field 2,3,4	\$ 15.00	\$ 20.00		
Benbrook Field Dragging/Raking Field 1	\$ 15.00	\$ 20.00		
Benbrook Field Dragging/Raking Field 2,3,4	\$ 15.00	\$ 20.00		
Benbrook Scoreboard Use	\$ 15.00	\$ 20.00	\$ 50.00	
Special Use Fees				
Commercial Photography	\$ 100.00	\$ 135.00		
Special Event Permit	\$ 15.00	\$ 20.25		
Leander Public Library – Annex Meeting Room				
Public or Non-Profit Rental (per hour)	\$ 50.00	\$ 67.50	\$ 150.00	
Private or For-Profit Rental (per hour)	\$ 75.00	\$ 101.25	\$ 150.00	
Annex Kitchenette	\$ 20.00	\$ 27.00		
Leander Public Library – Fees & Fines				
Lost Items	CRP + \$6.00			
Lost or Damaged DVD or Playaway Case	\$ 6.00			
Missing Tags, Spine Labels or Barcodes	\$ 1.00			
Fax - Local Send (15 Pages)	\$ 1.00			
Fax - Long Distance Send (1st Page)	\$ 3.00			
Fax - Long Distance Send (Each Additional Page)	\$ 1.00			
Receive Fax (15 Pages)	\$ 1.00			
Interlibrary Loans	\$ 2.50			
Library Card - Individual	FREE	\$ 15.00		
Library Card - Family	FREE	\$ 25.00		
Replacement Card	\$ 2.00			
Printing - Black and White - Per Page	\$ 0.15			
Printing - Color - Per Page	\$ 0.50			

Appendix B

Crystal Falls Golf Club Fee Schedule

Daily Green Fees				
Fee Description	Resident	Resident Senior / Hero	Non-Resident	Non-Resident Senior / Hero
Monday-Thursday – Morning	\$ 42.00	\$ 35.00	\$ 55.00	\$ 50.00
Monday-Thursday – Afternoon	\$ 38.00	\$ 35.00	\$ 50.00	\$ 45.00
Monday-Thursday – Twilight	\$ 33.00	\$ 30.00	\$ 45.00	\$ 40.00
Monday-Thursday – 9 Hole	\$ 27.00	\$ 25.00	\$ 35.00	\$ 32.00
Monday-Thursday – Junior	\$ 18.00		\$ 20.00	
Friday-Sunday & Holidays – Morning	\$ 50.00	\$ 45.00	\$ 75.00	\$ 60.00
Friday-Sunday & Holidays – Afternoon	\$ 45.00	\$ 40.00	\$ 60.00	\$ 50.00
Friday-Sunday & Holidays – Twilight	\$ 40.00	\$ 35.00	\$ 50.00	\$ 45.00
Friday-Sunday & Holidays – 9 Hole	\$ 30.00	\$ 28.00	\$ 40.00	\$ 35.00
Friday-Sunday & Holidays – Junior	\$ 18.00		\$ 25.00	
Annual Membership Fees				
Fee Description	7-Day	Weekday Only		
Regular	\$ 2,200.00	\$ 1,815.00		
Regular Couple	\$ 3,520.00	\$ 2,900.00		
Senior	\$ 1,650.00	\$ 1,375.00		
Senior Couple	\$ 2,640.00	\$ 2,200.00		
Family	\$ 3,850.00	\$ 3,300.00		
Annual Student / Team Facility Use Fees				
Student Athlete (per student)	\$ 200.00			
Bag Storage (per school)	\$ 1,000.00			
Tournament Fees & Outing Upcharge Fees				
Fee Description	Monday-Thursday	Weekends & Holidays		
3rd Party / Adult (per player)	\$ 75.00	\$ 95.00		
3rd Party / Junior – 18 Holes (per player)	\$ 35.00	\$ 50.00		
3rd Party / Junior – 9 Holes (per player)	\$ 30.00	\$ 40.00		
CFGC / Adult – Resident (per player)	\$ 60.00	\$ 65.00		
CFGC / Adult – Non-Resident (per player)	\$ 75.00	\$ 95.00		
CFGC / Adult – Member (per player)	\$ 25.00	\$ 25.00		
CFGC / Adult – Junior (per player)	\$ 35.00	\$ 50.00		
Outing / League – Tee Time Only (per player)	\$ 5.00	\$ 5.00		
Outing / League – Par Package (per player)	\$ 7.00	\$ 7.00		
Outing / League – Birdie Package (per player)	\$ 10.00	\$ 10.00		
Outing / League – Eagle Package (per player)	\$ 12.00	\$ 12.00		
Outing / League – Premium Package (per player)	\$ 15.00	\$ 15.00		
Daily Special Event Fees				
Cart Barn Rental – 2-hr minimum (per hour)	\$ 300.00			
Event Lawn – Availability TBD (per hour)	\$ 250.00			
Rear Deck 1/2 – Up to 50 patrons (per hour)	\$ 100.00			
Rear Deck Full – Up to 100 patrons (per hour)	\$ 200.00			
Driving Range Tee (per hour)	\$ 300.00			
Monthly Sponsorship Fees				
Cart Sign Holder – 30 carts	\$ 55.00			
Cart Sign Holder – 45 carts	\$ 80.00			
Cart Sign Holder – All carts	\$ 150.00			
GPS Display Premier – All carts	\$ 100.00			
GPS Display Standard – All carts	\$ 50.00			

Club Tournament Hole Sponsor	\$ 50.00			
Club Tournament Title Sponsor – Diamond	\$ 5,000.00			
Club Tournament Title Sponsor – Platinum	\$ 2,500.00			
Club Tournament Title Sponsor – Gold	\$ 1,000.00			
Annual Golf Cart / Trail Fees (Membership Required)				
Fee Description	7-Day	Weekday Only		
CFGC Cart – Regular / Senior	\$ 965.00	\$ 825.00		
CFGC Cart – Couple	\$ 1,930.00	\$ 1,650.00		
CFGC Cart – Family	\$ 2,959.00	\$ 2,530.00		
Private Cart – Regular / Senior	\$ 900.00	\$ 750.00		
Private Cart – Couple	\$ 1,800.00	\$ 1,500.00		
Private Cart – Family	\$ 2,700.00	\$ 2,310.00		
Additional Fees				
Cart Rental – Regular, 18 Holes (per person)	\$ 15.00			
Cart Rental – Regular, 9 Holes (per person)	\$ 7.50			
Cart Rental – Junior, 18 Holes (per person)	\$ 8.00			
Spectator Fee	\$ 15.00			
Caddie Cart Fee	\$ 30.00			
Trail Fee	\$ 14.00			
Driving Range – Small Bucket	\$ 5.00			
Driving Range – Medium Bucket	\$ 10.00			
Driving Range – Large Bucket	\$ 15.00			
Guest Instructor – Monthly (per instructor)	\$ 250.00			



EXECUTIVE SUMMARY
1/4/2024

AGENDA SUBJECT:

Approval of amendments to Leander Public Library policies.

BACKGROUND:

This request is for approval of updates and/or revisions to Leander Public Library policies.

- Displays, Exhibits, and Bulletin Board Policy
- Internet Use Policy
- Library Annex Meeting Room Policy
- Library Card Policy
- Library Materials Selection Policy
- Library Presenter Agreement
- Library Summer Reading Card Policy
- Library Use Rules
- Programming Policy
- Study Room Policy
- Unattended Children Policy

HISTORY/TIMELINE:

08/15/2019 - Update of Library policies

09/02/2021 - Update of Library Annex Meeting Room Policy

09/15/2022 - Update of Library Materials Selection Policy

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval.

PRESENTER:

Mark Tummons, Director of Parks and Recreation

Fiscal Impact

N/A

Attachments:

1. PARD Library Policies 2024 redline
2. PARD Library Policies 2024

Leander Public Library Policies

Revised January 2024

<u>DISPLAYS, EXHIBITS, BULLETIN BOARDS.....</u>	<u>2</u>
<u>INTERNET USE</u>	<u>4</u>
<u>LEANDER PUBLIC LIBRARY ANNEX MEETING ROOM</u>	<u>7</u>
<u>LIBRARY CARDS</u>	<u>10</u>
<u>LIBRARY MATERIALS SELECTION</u>	<u>13</u>
<u>Request for Reconsideration of Materials Form</u>	<u>19</u>
<u>Gift Receipt Form</u>	<u>21</u>
<u>American Library Association's Library Bill of Rights</u>	<u>22</u>
<u>American Library Association's The Freedom to Read Statement.....</u>	<u>23</u>
<u>Diversity in Collection Development: An Interpretation of the Library Bill of Rights</u>	<u>27</u>
<u>Free Access to Libraries for Minors: An Interpretation of the Library Bill of Rights</u>	<u>29</u>
<u>Freedom to View Statement.....</u>	<u>31</u>
<u>The Texas Library Association Intellectual Freedom Statement.....</u>	<u>32</u>
<u>Program Presenter Agreement</u>	<u>34</u>
<u>LIBRARY USE RULES</u>	<u>39</u>
<u>PROGRAMMING POLICY.....</u>	<u>46</u>
<u>STUDY ROOM POLICY.....</u>	<u>49</u>
<u>UNATTENDED CHILDREN.....</u>	<u>50</u>

DISPLAYS, EXHIBITS, BULLETIN BOARDS-POLICY

~~City of Leander Public Library — 8-2019~~

Purpose

The Leander Public Library attempts to provide the community with limited, temporary space for displays, exhibits, and bulletin boards to further the Library's mission to provide information and services that promote lifelong learning, literacy, and love of reading to enrich the quality of life in our community. The Library cannot accommodate all potential postings, displays, or exhibits. The Library typically develops its own exhibits to display materials of its collections or activities, therefore space is very limited throughout the year. To make the most efficient use of the space that is available, the Library has established the following criteria for such material.

Procedures

Individuals or groups requesting to post, display or exhibit materials should bring the idea and/or, in the case of an exhibit, a representative sample of the materials, to the Library Director for review. The Library Director will discuss and most likely involve other Library staff members in the decision-making process. The responsibility for administering this policy and final decisions at the Leander Public Library rests with the Library Director.

Because display space is very limited, preference will be given to:

- The Library and Library support groups.
- City, and City-related material.
- As space permits, announcements of events and activities of tax-supported or nonprofit educational, cultural, and charitable organizations.
- Objective material which presents sides of community and relevant issues, and which relates to supporting material in Library collections may be acceptable.
- Space will not be provided for political campaign literature, legislative lobbying, commercial advertising, solicitations, religious proselytizing, and personal notices or communications.
- Posting of creative writing (e.g., poetry, short stories) whether personal or by well known authors is only permitted as a part of library sponsored exhibits.

Additional Information

- Acceptance or rejection of material for display does not imply approval or disapproval by the Library or the City of the ideas or opinions expressed.
- The Library does not assume responsibility or liability for materials exhibited in Library facilities.

- The Library reserves the right to refuse to post announcements, posters, displays, or exhibits which do not meet the above criteria as well as the right to remove any announcement, poster, display or exhibit which has been posted for a reasonable length of time or is past the date of occurrence, except those as required by law.
- Material left for Library consideration for posting cannot be held or returned.
- The Library will dispose of all material as it sees fit or, for special displays and exhibits, according to prior arrangement with the artist/exhibitor.
- Any item placed on bulletin boards, or any items attached to walls or other library surfaces without prior approval will be removed and discarded.
- All displays, exhibits, and bulletin board postings shall be temporary. All postings shall be dated. The Library reserves the right to establish size and time limits for any announcement, poster, display, or exhibit.
- This policy does not prohibit the restriction of specific bulletin boards, display or exhibit areas to specific uses by authorized Library staff.

Artwork

- The City of Leander Public Arts and Culture Commission **periodically** works in conjunction with the Library for the display of public art inside and outside of the Library. All displayed artwork will be patron and age appropriate. The Library does not have the resources to engage in a formal artwork selection process.
- The acceptance of artwork for temporary display will be based on the best judgment of the Public Art Commission as to its suitability for display in the Library building and its appeal to the local community.
- Original artwork displayed shall not have any prices attached; however, artists may provide their name and contact number.
- Formal exhibits of artwork will be subject to the guidelines of the City Public Arts Commission.
- Permanent works of art for Library property shall be acquired according to the provisions in the City Code for Art in Public Places.

INTERNET USE ~~POLICY~~

~~City of Leander Public Library — 8 2019~~

Users of the Public Access Computers must agree to comply with the Leander Public Library's Internet Use Policy.

Introduction:

The purpose of making Internet access available in the Leander Public Library is to enhance the Library's current collection and to include access to resources from around the state, nation and the world.

Disclaimer:

The Library only assumes responsibility for the information provided on the Library's website. Leander Public Library does not monitor and does not have control over the information accessed from the Internet. The Internet offers access to many valuable sources of information; however, not all sources on the Internet provide accurate, reliable, or current information. As with printed resources, the user should evaluate the content and validity of information found. Restriction of a child's access to the Internet is the responsibility of the parent or guardian; the Library does not have the right or responsibility to act in *loco parentis*. Leander Public Library expressly disclaims any liability or responsibility arising from access to or use of information obtained through its electronic information systems, or any consequences thereof.

~~Children's~~ **Use of the Internet:**

~~Six Internet computers with WEB Safety controls in the Children's Area are reserved for children and their caregivers to use. It is the intention of the WEB Safety Controls to comply with the federal Children's Internet Protection Act.~~ The City of Leander utilizes firewalls that block sites and services which may pose an information security threat to the confidentiality, integrity, or availability of any City of Leander information technology system, network, or service. The city may block access to sites which violate federal or state law, including copyright infringement. This filtering ~~software~~ system also screens out sites which may reasonably be construed as obscene, child pornography or harmful to minors. However, any filtering software may not block all material ~~parents or guardians~~ **customers** may find offensive. As with other Library materials, restriction of a child's access to the Internet is the responsibility of the parent/legal guardian. Parents

have the sole responsibility of supervising their child's Internet activity. Children aged 8 and under may only use an Internet terminal when accompanied by a parent.

Limitations:

Library staff cannot provide in-depth training for Internet use and is limited to helping with basic searching and printing tasks. The Library may periodically offer computer classes and patrons who need to improve their computer skills are encouraged to attend.

~~Internet use is limited to three (3) 90-minute Internet sessions per day.~~

Customer Responsibilities:

By using a Library workstation/computer, the customer acknowledges that he/she has read and agrees to comply with these policies, the customer releases and indemnifies the City of Leander from any liability for damages associated with the customer's use of the workstation/computer or the Internet and that such use is at the customer's own risk.

Customers shall promptly pay for all pages the customer prints.

Customers may not:

- Access websites not suitable for display in a public area. Such sites include but are not limited to those which include graphic depictions of sex, nudity, or violence. Customers viewing such images will be asked to exit the website. If the behavior persists, the customer will be logged off the computer for the day. A repeat offense will cause the customer to lose Internet privileges for six months.
- Damage, tamper with, or destroy equipment, software or data belonging to the Library, including adding, altering or deleting files on Library workstation hard drives or other Library equipment.
- Violate computer system integrity, including attempts to bypass security functions, obtain passwords, or alter the configuration of Library workstations in any way.
- Obstruct other peoples' work by consuming unreasonably large amounts of bandwidth or system resources or by deliberately crashing any Library computer system.
- Use any Library workstation for any illegal or criminal purpose.
- Violate copyright laws or software licensing agreements in their use of Library workstations.
- Use the Internet to harass others or engage in any activity which is deliberately and maliciously offensive, libelous, or slanderous.

- Install or download any software.
- Have more than one active Library login ID registered in the use database, share a login ID with another person or use another customer's login ID.

The customer is financially responsible for any damage the customer may cause to the Library's workstations/computers, whether physically or by use of damaged or virus infected software or by any other means.

Failure to comply with this Internet Use Policy may result in a suspension of Internet privileges. After one warning and a subsequent infraction, the user will have his/her account suspended for six months. Any user with a suspended account who wishes to reinstate their Internet privileges must obtain the express authorization from Library staff. Policy violation after reinstatement may result in permanent loss of library privileges.

LEANDER PUBLIC LIBRARY ANNEX MEETING ROOM ~~POLICY~~

~~City of Leander Public Library – 10-22~~

The Leander Public Library welcomes public use of the annex meeting room in keeping with the Library mission “to provide open access to information and to promote literacy, love of reading and lifelong learning opportunities for all members of the community.” Use of the room by an individual or group signifies acceptance of the terms of this policy.

GENERAL GUIDELINES

The annex meeting room at the Leander Public Library is designed to meet general informational, educational and civic needs including, but not limited to activities such as discussion groups, lectures, seminars, exhibits, music, displays, and films. Use of the annex meeting room does not constitute a City of Leander endorsement of viewpoints expressed by participants in the program.

The City of Leander; Leander Parks and Recreation and the Leander Public Library Annex Room usage will have first priority for use. These include programs and activities open to the public; as well as staff meetings, training sessions and other invitation-only uses that may not be open to the public. Each of the Departments have discretion to charge entrance fees, class fees or allow fundraising for City sponsored programs. Examples are: Local, State and National elections; Boards and Commission meetings; City Employee Health Screenings; etc.

The annex meeting room seats up to 150 people stadium style and 75 people with tables and chairs.

Public reservations requests for the use of the annex room may be made ~~online, through email,~~ by phone, or in person through a rental agreement between 15 - 90 days in advance of events that will be held during the library’s regular hours of operation. Reservation requests for time outside of the library’s regular hours must be made a minimum of 45 - 90 days in advance. All reservations must be approved by the Library Director and the Director of Parks and Recreation before they are accepted and confirmed. Requests are honored on a first-come, first-served basis upon receipt of rental fee and security deposit.

The following guidelines apply to all rental activities.

- Renters must be 18 years or older.
- Rental fees are per hour.

- Reservations must be paid in full at the time they are made. Reservations must include set-up and clean-up time. The payment includes the rental fee and security deposit. The individual making the reservation will be held responsible for any damages or clean-up costs that may occur as a result of the use of the facility.
- Multiple reservations may be made within the 90-day time frame. The Library reserves the right to limit the number of meetings held by any one applicant, group, or organization in order to ensure equitable space availability.
- Room rental includes the use of tables, chairs and trash receptacles. Use of the kitchenette is available for additional fee. Renters must provide any utensils, dishes, paper products, extension cords, cleaning supplies, etc. that may be needed.
- The City/Library does not provide staff to set up or arrange the furniture. Room setup is the sole responsibility of the renter.
- Participation in annex meeting room activities must be free from discrimination on the basis of race, religion, ethnicity, gender, disability, and age.
- Smoking and alcoholic beverages are not permitted.
- The annex meeting room should be left as it is found. Furniture should be returned to the original arrangement, walls must be free of any markings, and all trash should be removed. Failure to do so may result in a deduction from the security deposit.
- All trash resulting from the rental must be removed and placed in the trash receptacle provided. Personal furniture or equipment may be brought in with prior approval, and arrangements should be made at scheduling time. To ensure easy removal of equipment after the meeting, renters must notify staff when the equipment is brought into the building. Equipment, supplies, or personal effects cannot be stored or left in the meeting room before or after use.
- Building exits must be kept unlocked at all times and open aisles must be maintained within the seating arrangement to provide clear access to exits.
- Public entrances are to be used for entrance and exit from the building, and for all deliveries.
- Announcements or notices publicizing an activity cannot be posted or distributed on Library property and cannot imply the City of Leander, the City's Library or Parks and Recreation sponsorship without prior approval from the Library Director and Parks and Recreation Director.
- Attendance is limited to the capacity of the room. Seating and/or supplemental furniture are not allowed in corridors outside of the room.
- The City reserves the right to have a staff member present at each scheduled meeting or event.
- A State issued photo I.D. is required to verify the identity of the renter on the day of the rental and all inquiries concerning the reservation will be referred to the person who signed the application.
- The City/Library is not responsible for providing security for the applicant, group, organization, or their attendees. Each group is responsible for its own security needs.

- Future use of the meeting room may be denied to individuals/groups that fail to comply with meeting room use policy, if the facility is damaged, or if the individual/group causes a disturbance.
- City and/or Library needs may preempt any other scheduled events in which case any fees will be refunded.

CANCELLATIONS/REFUNDS

Cancellations must be made fourteen (14) days prior to the event to receive a full refund. Cancellations made less than fourteen (14) days prior to the event will be refunded the deposit only. No-shows will forfeit the rental fee. Cancellation notification may be made ~~online through email~~, by phone, or in person.

Questions not addressed in this policy should be directed to the Library and ~~/or the~~ Parks & Recreation Department.

FEE SCHEDULE

~~(Seats up to 150 people stadium-style and 75 people with tables and chairs; Minimum rental blocks are two hours) Rental fees are per hour. Please refer to Sec. A1.006 of the City of Leander Code of Ordinances or the Leander Parks & Recreation Department User Fee Policy on file in the Office of the City Secretary.~~

Library Annex Fee Schedule	Resident	Non-Resident
Non-Profit Organization/Public	\$100	\$135
Non-Profit Organization/Public — Additional Hour	\$50	\$67.50
For-Profit/Private Organization	\$150	\$202.50
For-Profit/Private Organization — Additional Hour	\$75	\$101.25
Annex Kitchenette	\$20	\$27
Security Damage Deposit	\$150	\$150

LIBRARY CARDS ~~POLICIES~~

~~City of Leander Public Library — 8-2019~~

The Leander Public Library respects the privacy of users. Information that is gathered from users is limited to that which is needed to operate the Library and, and to the extent allowed by law, is kept confidential. The Library does not monitor items checked out ~~or retain users' Internet usage.~~ The Library abides by Texas Government Code 552.124.

Library cards are issued free of charge to adults (age 18 and up) who live within the Leander corporate city limits. Photo ID and proof of residence is required. Cards for children ~~aged 6 to birth to age~~ 17 require that parents/guardians/caregivers provide their information and are designated the responsible party for children's library materials and any associated fines. Those who do not live within the Leander corporate city limits must pay an annual non-resident fee of \$15.00 for an individual card and \$25.00 for family cards. Those wanting only to use the public access computers can be issued a ~~computer card by showing photo identification.~~ ~~Computer cards are provided free of charge.~~ guest pass.

A cardholder 18 years of age or older who has had a Leander Public Library card for at least one month and whose account allows for and is in good standing (no fines or overdue items) may request a TexShare card which can be used to check out items at most other Texas libraries. TexShare users must abide by all policies of the lending library and return all items to the library from which they are borrowed. TexShare cards, as with library cards, must be renewed annually. TexShare cardholders from other libraries can get a free Leander Public Library card by showing the TexShare card and photo identification with current address. TexShare cardholders must return books checked out at Leander Public Library to Leander Public Library or they may be charged late or lost fees. TexShare users may not request interlibrary loans.

~~YOUR LIBRARY CARD IS REQUIRED TO CHECK OUT ITEMS, USE THE COMPUTERS, AND PRINT FROM THE COMPUTERS.~~

Receipt of a Leander Public Library Card establishes agreement to the following:

- A library card is required to check out items.
- Cardholder accepts responsibility for returning items by the due date ~~shown on checkout receipt.~~
- ~~Items may be renewed in person, by phone, email, and on our website by the due date.~~
- Courtesy email, calls, or text reminders are not guaranteed.
- Cardholder complies with Customer Code of Conduct, Internet Use Policy and other applicable Library Policies.
- The Library is not responsible for any damage to audio-visual equipment that may occur during use of Library materials.
- Cardholder will inform the Library of any changes in contact information.
- Cards are renewed annually, and cardholder contact information verified.
- Children's cards (for those 17 and under) must be renewed by the responsible party.
- Renewal of a library card requires payment of fines of \$10 or more and return of overdue items.
- Falsifying information will result in termination of privileges.

Borrowing Privileges and Responsibilities:

- Library materials are expected to be used in the manner that is intended and appropriate.
- ~~4 books and 2 media items may be checked out on the first visit to the library. Up to 35 items may be checked out per card afterwards, including 2 DVDs, 5 audiobooks and music CDs, 1 Playaway View. Up to 35 items in any combination may be checked out per card.~~
- ~~Check out periods: New books = 14 days, no renewals. Books, audiobooks, music CDs = 21 days, 2 renewals*. DVDs = 14 days, no renewals. Items more than 35 days overdue are considered lost.~~ Check out periods: New books – 21 days, no renewals. All other items – 21 days, 2 renewals.
- ~~Library materials may be renewed in person, by phone, or online/email unless the materials are on hold.~~ Items will automatically renew 2 times, unless the item is designated as new, or the item is on hold for another patron.
- ~~Overdue fines: DVDs = \$.50 per day; all other items = \$.10 per day. Maximum fine for returned item = \$5.00. Fine for unreturned (lost) or damaged item = replacement cost plus \$6.00 processing fee.~~ Overdue fines: \$.10 per day for all items. Maximum fine for returned item - \$5.00. Fine for unreturned (lost) item – replacement cost plus \$6.00 processing fee.
- All identifying labels must remain on/with Library materials.

- Library items may not be written on or otherwise defaced in any way. Items returned defaced or missing book jackets, barcodes, spine labels, RFID tags, or other identifying labels are subject to a \$1.00 fine per violation.
- An interlibrary loan may be requested for items not contained in the Library's collection. A fee of \$2.50 per title/volume to cover processing costs is charged for all interlibrary loans received at the library whether the item is picked up or not. Interlibrary loans are generally checked out for 21 days and may not be renewed. Customers must review and accept the Interlibrary Loan Policy.
- Fines of \$10.00 or more will prohibit public computer usage and additional materials from being checked out.
- The Library's catalog can be accessed online at ~~www.leander.librarycatalog.info~~
<https://leandertx.tlcdelivers.com/>

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Public Computer Usage:

- Users must accept the Internet Access Policy agreement at the beginning of each computer session. Parents must read and sign the Internet Access Policy for their children. Children under age 8 must use the Internet with a parent/guardian/caregiver.
- ~~Users must use their library cards to print.~~ Should a user forget his or her library card ~~or computer card~~, the library card number will be provided by showing photo identification. ~~After three requests, a replacement card must be purchased for \$2.00.~~
- All pages printed must be paid for regardless of content. Use the print preview feature to avoid printing unwanted pages. Please verify the type of print you want (color or black and white) prior to sending a document to the printer. Printed materials will not be released until all fees have been paid.
- Anyone engaging in ~~appropriate~~ inappropriate viewing or behavior will be asked to discontinue any such activities. Refusal will result in suspension of computer privileges for 24 hours. Continued inappropriate behavior will result in termination of privileges.

These policies will be enforced without exception.

LIBRARY MATERIALS SELECTION ~~POLICY~~

~~City of Leander Public Library — 9-2022~~

1. STATEMENT OF PURPOSE

In accordance with its mission, the Leander Public Library (LPL) assumes the responsibility for providing materials for its community for these reasons:

- a. To promote the love of reading.
- b. To provide materials for education, information and recreation/leisure that will enrich and support the varied interests, abilities, and maturity levels of the children, youth, and adults for whom they are selected.
- c. To provide materials for children, youth, and adults that will stimulate growth in literary appreciation, in aesthetic values, in ethical standards, and in factual knowledge.
- d. To provide a background of information that will enable children, youth and adults, as citizens, to make intelligent choices.
- e. To provide materials representing all sides of viewpoints that as citizens we may develop logical, critical thinking, and evaluation.
- f. To provide materials which are representative of the many religious, ethnic, and cultural groups and their contribution to our American heritage.
- g. The Library assumes the responsibility for collecting in depth in certain subject areas as specified in collection development statements. These areas may be subject to modification.
- h. The Library supports intellectual freedom and has adopted the following statements as policy: The American Library Association's Library Bill of Rights, The American

Library Association's Freedom to Read Statement, and The Freedom to View Statement of the American Film and Video Association.

- i. To promote quality Library services through the Texas Public Library Standards.

2. THE MATERIALS SELECTION POLICY SHALL SERVE THE FOLLOWING PURPOSES:

- a. To further the mission, goals and functions of the Leander City Library
- b. To guide the Library Director and other library staff in the selection of materials
- c. To ensure quality, diversity and relevance of materials of the collection
- d. To inform the citizens about the selection guidelines
- e. To meet the Texas Public Library Standards

3. ~~Goals~~GOALS

The Leander Public Library shall strive toward the following goals:

- a. To accumulate and promote a robust collection of informative, educational and recreational materials within its budget framework in order and enrich personal lives.
- b. To serve the community as a center of reliable, up-to-date information
- c. To promote and to encourage life-long learning and reading for citizens of all ages.

4. CRITERIA FOR SELECTION OR WITHDRAWAL OF LIBRARY MATERIALS

Librarians apply their judgment and experience in selecting materials according to the criteria listed below. Selection is an inclusive process, in which librarians seek materials providing a broad range of viewpoints and subject matter. Because an item is selected does not mean an item is endorsed or promoted by the librarian nor the City of Leander. All criteria may not apply to each item, but each item, regardless of format, should be evaluated in terms of the criteria listed below.

Selection, duplication, replacement and withdrawal of library materials shall be influenced by:

- The Library's mission: The Leander Public Library is to be a welcoming gathering space for the cultural and civic life of our growing community, one that fosters diversity and inclusiveness and provides useful resources to enrich formal and self-directed learning and leisure activities.
- Relevance of subject matter to the Library's collection
- Noted or awarded literary, artistic, political, social, or scientific value.
- Current and historical significance
- The attention of critics and reviews
- Readability or potential for circulation
- Available space

- Available budget
- Value of the resource in relation to its cost
- Usefulness and appeal
- Appropriateness of format, content, and style (including size & binding)
- Reputation, popularity, or significance of the author, publisher, performer, producer, or the material itself
- Relation to other material in the collection
- Popular demand or local interest
- Availability through Interlibrary Loan, the Internet, or in other area libraries
- Accessibility online
- Currency and accuracy of the material
- Anticipated long-term use.
- Professional judgment
- Cost and durability of format
- Customer requests

5. RESPONSIBILITY AND AUTHORITY

- a. At the beginning of each fiscal year (October 1), the Library Director, along with Departmental staff and appropriate Advisory Board will determine how designated funds will be allocated among the areas of the collection. The informational, educational, and recreational needs of the community will be the first priority when considering selection of materials.
- b. Materials selection will be based on positive reviews in professional journals or actual examination and evaluation of materials. Selection aids include but are not limited to Kirkus Reviews, Booklist, Library Journal, Amazon, and American Library Association bibliographies. Suggestions from the community for items to be considered are strongly encouraged and may be made by filling out a book request form, but materials must meet selection criteria.
- c. General areas of the collection include adult fiction and non-fiction, children and young adult fiction and non-fiction, Spanish language materials, audiobooks, films, recorded music, magazines, and electronic resources (databases, e-books, e-audiobooks, e-magazines). Other areas may be added as demand and budget warrant.
- d. Final responsibility and authority for materials selection rests with the Library Director who operates with a framework of standards set by the Texas State Library and Archives Commission, American Library Association, Texas Library Association, and policies established by the City of Leander, Texas. The Director may delegate selection for some areas of the collection to other staff.

- e. The Library subscribes to the principles of the American Library Association's Library Bill of Rights, Freedom to Read Statement, Diversity of Collection Development, and Free Access to Libraries for Minors, as well as the Texas Library Association's Intellectual Freedom Statement. Selection does not imply agreement with or approval of content, viewpoint, implication, or expression of material.
- f. Access to the collection is freely available to all. The Library recognizes that some materials are controversial and that any given item may offend some patrons. Responsibility for the information children encounter rests with their parents and legal guardians. Selection will not be inhibited by the possibility that materials may inadvertently come into the possession of children. Selections will be made on the merits of the work in relation to the collection and interest of the community.
- g. The Library does not attempt to acquire textbooks.
- h. Multiple copies of popular books may be purchased to meet demand.
- i. Regardless of an item's popularity, the Library may choose not to select it due to budgetary, space, or reasonable use limitations.
- j. Items more than 3 years old will be added to the collection so long as they meet the above criteria and add value to the collection.
- k. The library will attempt to provide information in a variety of formats when available. Video and audio recordings will be selected to meet general interests or historical perspective.
- l. Specific materials unavailable in the collection may be acquired for individual patrons through interlibrary loan; materials frequently requested through interlibrary loan may be added to the collection.
- m. The following formats of materials will be selected according to the aforementioned criteria as budget and need allow: 
 - Books
 - Large print books
 - Audiobooks on CD and Playaway devices
 - Films on DVD
 - ~~Music CDs~~
 - Magazines
 - Electronic/downloadable formats
 - Other formats as available

6. MAINTENANCE OF THE COLLECTION

To maintain timely, relevant, and useful resources for the community, the collection will be periodically examined for the purpose of weeding materials. Materials that no longer fit the stated service roles of the Library will be withdrawn from the collection. These materials may include items that are damaged, contain obsolete information, or are no longer used. Decisions will be based on accepted professional practice, such as those described in the Texas State Library and Archives Commission's *CREW: A Weeding Manual for Modern Libraries*, and the professional judgment of the Library Director or designated specialist.

Items withdrawn from the collection may be disposed of, donated to the Leander Library ~~Foundation~~ Used Book Store, gathered for the Leander Public Library book sales, donated to other agencies, or otherwise discarded at the discretion of the Library Director. Lost or damaged materials will be replaced on an individual basis determined by the demand, use, and/or need for a specific item. Storage space is limited; therefore, only materials deemed of useful, relevant, or historical value by the Library Director will be stored in the library.

7. STATEMENT ABOUT THE REQUEST FOR THE WITHDRAWAL/RECONSIDERATION OF A SPECIFIC TITLE IN THE LIBRARY COLLECTION

The Leander Public Library welcomes comments and suggestions regarding the continued appropriateness of materials in the collection, especially concerning outdated materials. Suggestions will be considered and utilized by the Library in the ongoing process of collection development.

Individuals may take issue with library materials that do not support their tastes and views. Staff is available to discuss concerns and identify alternate materials that may be available. If a patron's concern is not satisfied through discussion with staff, a Request for Reconsideration of Library Materials form may be submitted to the Library Director. Copies of this form are available at the circulation desk.

- a. Once a title has been accepted as qualifying under the selection policies and rules of the Library, it will not be removed at the request of those who disagree with it unless it can be shown to be in violation of these policies.
- b. In no instance will material be removed on demand. Materials are evaluated as a whole and not on the basis of a particular passage. An item will not be excluded because it presents an aspect of life honestly or with frank expression.
- c. The request for withdrawal/reconsideration will be given to a review committee including the Library Director, ~~and~~ a staff member. ~~and the PARGL Board~~. The Library Director will respond, in writing within thirty days of receipt, to the patron's request for reconsideration. The response will indicate the action to be taken and reasons for or against the request. An item will be evaluated for reconsideration only once in a twelve-month period.

- d. In order to have a request considered, the customer must:
- Be a resident borrower in good standing with the Leander Public Library
 - File a completed Request for Reconsideration of Library Materials form with the Library Director
 - Supply full name and address. Anonymous complaints will not be considered.

8. SUGGESTIONS FOR PURCHASE

Library customers may recommend items for purchase by using the [LPL Webpage "Suggest a Title" form link](#). The Library welcomes your suggestions and gives them serious consideration. However, because of cost considerations, we are unable to notify customers about decisions made regarding specific titles. Customers are encouraged to check the catalog periodically or make an Interlibrary Loan request to obtain the materials, particularly older titles. Consulting with a librarian prior to making a purchase suggestion is always recommended. Librarians may be able to help you find either the exact titles that you want or related titles that may be of interest.

9. GIFT MATERIALS AND DONATIONS

Gifts and donations to the Leander Public Library, in the form of materials, money, or memorials donated in honor of an individual, are welcome. The Library will acknowledge receipt of the donated items on request but is unable to set fair market or appraisal values. It is recommended that the donor make a list of items donated. Donated items will not be returned to the donor. Donations of equipment, real estate, stock, artifacts, works of art, collections, etc., will be referred to the Leander Library Foundation and acceptance based on their suitability to the purposes and needs of the Library, laws and regulations that govern the ownership of the gift, and the Foundation's ability to cover any insurance and maintenance costs associated with the donation.

The same principles of selection that are applied to purchases apply to gifts. This means:

- The Library is not obligated to accept gifts deemed unsuitable by the Library Director or designated staff.
- Once donated, materials become the property of the Leander Public Library
- Donated items may or may not be added to the Library's collection at the discretion of the Library staff.
- The Library reserves the right to decide the conditions of display, housing, and access to the materials.
- When gift materials are deemed no longer useful, they will be discarded at the Library Director's discretion.

10. REPLACEMENT OF MATERIALS

Damaged, lost or weeded materials should be reviewed to see if they can be replaced by the same title (if it continues to be of value), or by a later edition of the same title, or by better titles on the same subject.

11. POLICY REVIEW AND REVISION

This policy will be reviewed annually to ensure that it remains a useful tool for meeting the needs of the community, mission and goals of the Leander Public Library.

City of Leander Public Library Request for Reconsideration of Materials

Request initiated by: _____
Name _____
Address _____
City and Zip _____ Phone _____
Email Address _____
Leander Public Library Customer Card Number _____

Material questioned:

Type of material: _____ book _____ audiobook _____ video _____ other _____
Please specify.

Title: _____

Author or creator: _____ Date of publication: _____

1. Have you read or seen this material in its entirety? _____
If not, what parts have you read or seen: _____

2. To what do you object? (Please be specific; cite pages or specific scenes. Use the back if necessary): _____

3. What do you believe is the main idea of this material?: _____

~~4.~~ What reviews of this material have you read: _____

~~4.~~ _____

5. In your judgement, what is the value of the material?: _____

6. In its place, what material would you recommend that would convey a comparable picture of and/or perspective on the subject? _____

Signature of Complainant _____ Date _____

Received by _____ Date _____

You will receive a response to your request within thirty (30) days.

City of Leander Public Library
1011 S. Bagdad ~~R~~ Road, Leander, ~~TX~~ TX 78641

Gift Receipt Form

Date: _____

To: _____,

Gifts of materials are accepted by the Leander Public Library with the understanding that they become the sole property of the Library and may or may not be added to the Library's collection. The decision to include gift materials will be based on whether the materials meet the Library's standards of materials selection.

The Library cannot make a dollar evaluation of gifts. The Library recommends that you (the donor) make a list of materials donated and a Library staff member will verify the list at the time of donation.

This letter serves as acknowledgement of receipt of _____ used
books/media/other _____
_____ donated to
the Leander Public Library.
(Please specify the items)

Thank you,

~~Priscilla Donovan~~ Peggy Parrish

Library Director

Donor's Name

Donor's Address

City, State, Zip

American Library Association's Library Bill of Rights

The American Library Association affirms that all libraries are forums for information and ideas, and that the following basic policies should guide their services.

- I. Books and other library resources should be provided for the interest, information, and enlightenment of all people of the community the library serves. Materials should not be excluded because of the origin, background, or views of those contributing to their creation.
- II. Libraries should provide materials and information presenting all points of view on current and historical issues. Materials should not be proscribed or removed because of partisan or doctrinal disapproval.
- III. Libraries should challenge censorship in the fulfillment of their responsibility to provide information and enlightenment.
- IV. Libraries should cooperate with all persons and groups concerned with resisting abridgment of free expression and free access to ideas.
- V. A person's right to use a library should not be denied or abridged because of origin, age, background, or views.
- VI. Libraries which make exhibit spaces and meeting rooms available to the public they serve should make such facilities available on an equitable basis, regardless of the beliefs or affiliations of individuals or groups requesting their use.

Adopted: June 18, 1948.

Amended: February 2, 1961, and January 23,
1980, inclusion of "age"

American Library Association's The Freedom to Read Statement

The freedom to read is essential to our democracy. It is continuously under attack. Private groups and public authorities in various parts of the country are working to remove or limit access to reading materials, to censor content in schools, to label “controversial” views, to distribute lists of “objectionable” books or authors, and to purge libraries. These actions apparently rise from a view that our national tradition of free expression is no longer valid; that censorship and suppression are needed to avoid the subversion of politics and the corruption of morals. We, as citizens devoted to reading and as librarians and publishers responsible for disseminating ideas, wish to assert the public interest in the preservation of the freedom to read.

Most attempts at suppression rest on a denial of the fundamental premise of democracy: that the ordinary citizen, by exercising critical judgment, will accept the good and reject the bad. The censors, public and private, assume that they should determine what is good and what is bad for their fellow citizens.

We trust Americans to recognize propaganda and misinformation, and to make their own decisions about what they read and believe. We do not believe they need the help of censors to assist them in this task. We do not believe they are prepared to sacrifice their heritage of a free press in order to be “protected” against what others think may be bad for them. We believe they still favor free enterprise in ideas and expression.

These efforts at suppression are related to a larger pattern of pressures being brought against education, the press, art and images, films, broadcast media, and the Internet. The problem is not only one of actual censorship. The shadow of fear cast by these pressures leads, we suspect, to an even larger voluntary curtailment of expression by those who seek to avoid controversy.

Such pressure toward conformity is perhaps natural to a time of accelerated change. And yet suppression is never more dangerous than in such a time of social tension. Freedom has given the United States the elasticity to endure strain. Freedom keeps open the path of novel and creative solutions and enables change to come by choice. Every silencing of a heresy, every

enforcement of an orthodoxy, diminishes the toughness and resilience of our society and leaves it the less able to deal with controversy and difference.

Now as always in our history, reading is among our greatest freedoms. The freedom to read and write is almost the only means for making generally available ideas or manners of expression that can initially command only a small audience. The written word is the natural medium for the new idea and the untried voice from which come the original contributions to social growth. It is essential to the extended discussion that serious thought requires, and to the accumulation of knowledge and ideas into organized collections.

We believe that free communication is essential to the preservation of a free society and a creative culture. We believe that these pressures toward conformity present the danger of limiting the range and variety of inquiry and expression on which our democracy and our culture depend. We believe that every American community must jealously guard the freedom to publish and to circulate, in order to preserve its own freedom to read.

We believe that publishers and librarians have a profound responsibility to give validity to that freedom to read by making it possible for the readers to choose freely from a variety of offerings. The freedom to read is guaranteed by the Constitution. Those with faith in free people will stand firm on these constitutional guarantees of essential rights and will exercise the responsibilities that accompany these rights.

We therefore affirm these propositions:

1. *It is in the public interest for publishers and librarians to make available the widest diversity of views and expressions, including those that are unorthodox or unpopular with the majority.*

Creative thought is by definition new, and what is new is different. The bearer of every new thought is a rebel until that idea is refined and tested. Totalitarian systems attempt to maintain themselves in power by the ruthless suppression of any concept that challenges the established orthodoxy. The power of a democratic system to adapt to change is vastly strengthened by the freedom of its citizens to choose widely from among conflicting opinions offered freely to them. To stifle every nonconformist idea at birth would mark the end of the democratic process.

Furthermore, only through the constant activity of weighing and selecting can the democratic mind attain the strength demanded by times like these. We need to know not only what we believe but why we believe it.

2. *Publishers, librarians, and booksellers do not need to endorse every idea or presentation they make available. It would conflict with the public interest for them to establish their own political, moral, or aesthetic views as a standard for determining what should be published or circulated.*

Publishers and librarians serve the educational process by helping to make available knowledge and ideas required for the growth of the mind and the increase of learning. They do not foster education by imposing as mentors the patterns of their own thought. The people should have the freedom to read and consider a broader range of ideas than those that may be held by any single librarian or publisher or government or church. It is wrong that what one can read should be confined to what another thinks proper.

3. *It is contrary to the public interest for publishers or librarians to bar access to writings on the basis of the personal history or political affiliations of the author.*

No art or literature can flourish if it is to be measured by the political views or private lives of its creators. No society of free people can flourish that draws up lists of writers to whom it will not listen, whatever they may have to say.

4. *There is no place in our society for efforts to coerce the taste of others, to confine adults to the reading matter deemed suitable for adolescents, or to inhibit the efforts of writers to achieve artistic expression.*

To some, much of modern expression is shocking. But is not much of life itself shocking? We cut off literature at the source if we prevent writers from dealing with the stuff of life. Parents and teachers have a responsibility to prepare the young to meet the diversity of experiences in life to which they will be exposed, as they have a responsibility to help them learn to think critically for themselves. These are affirmative responsibilities, not to be discharged simply by preventing them from reading works for which they are not yet prepared. In these matters values differ, and values cannot be legislated; nor can machinery be devised that will suit the demands of one group without limiting the freedom of others.

5. *It is not in the public interest to force a reader to accept with any expression the prejudgment of a label characterizing it or its author as subversive or dangerous.*

The ideal of labeling presupposes the existence of individuals or groups with wisdom to determine by authority what is good or bad for the citizen. It presupposes that individuals must be directed in making up their minds about the ideas they examine. But Americans do not need others to do their thinking for them.

6. *It is the responsibility of publishers and librarians, as guardians of the people's freedom to read, to contest encroachments upon that freedom by individuals or groups seeking to impose their own standards or tastes upon the community at large.*

It is inevitable in the give and take of the democratic process that the political, the moral, or the aesthetic concepts of an individual or group will occasionally collide with those of another individual or group. In a free society individuals are free to determine for themselves what they wish to read, and each group is free to determine what it will recommend to its freely associated members. But no group has the right to take the law into its own hands, and to impose its own concept of politics or morality upon other members of a democratic society. Freedom is no freedom if it is accorded only to the accepted and the inoffensive.

7. *It is the responsibility of publishers and librarians to give full meaning to the freedom to read by providing books that enrich the quality and diversity of thought and expression. By the exercise of this affirmative responsibility, they can demonstrate that the answer to a "bad" book is a good one, the answer to a "bad" idea is a good one.*

The freedom to read is of little consequence when the reader cannot obtain matter fit for that reader's purpose. What is needed is not only the absence of restraint, but the positive provision of opportunity for the people to read the best that has been thought and said.

Books are the major channel by which the intellectual inheritance is handed down, and the principal means of its testing and growth. The defense of the freedom to read requires of all publishers and librarians the utmost of their faculties, and deserves of all citizens the fullest of their support.

We state these propositions neither lightly nor as easy generalizations. We here stake out a lofty claim for the value of the written word. We do so because we believe that it is possessed of enormous variety and usefulness, worthy of cherishing and keeping free. We realize that the application of these propositions may mean the dissemination of ideas and manners of expression that are repugnant to many persons. We do not state these propositions in the comfortable belief that what people read is unimportant.

We believe rather that what people read is deeply important; that ideas can be dangerous; but that the suppression of ideas is fatal to a democratic society. Freedom itself is a dangerous way of life, but it is ours.

This statement was originally issued in May of 1953 by the Westchester Conference of the American Library Association and the American Book Publishers Council, which in 1970 consolidated with the American Educational Publishers Institute to become the Association of American Publishers.

Adopted June 25, 1953; revised January 28, 1972, January 16, 1991, July 12, 2000, by the ALA Council and the AAP Freedom to Read Committee.

Diversity in Collection Development

An Interpretation of the Library Bill of Rights

Throughout history, the focus of censorship has fluctuated from generation to generation. Books and other materials have not been selected or have been removed from library collections for many reasons, among which are prejudicial language and ideas, political content, economic theory, social philosophies, religious beliefs, sexual forms of expression, and other topics of a potentially controversial nature.

Some examples of censorship may include removing or not selecting materials because they are considered by some as racist or sexist; not purchasing conservative religious materials; not selecting materials about or by minorities because it is thought these groups or interests are not represented in a community; or not providing information on or materials from non-mainstream political entities.

Librarians may seek to increase user awareness of materials on various social concerns by many means, including, but not limited to, issuing bibliographies and presenting exhibits and programs.

Librarians have a professional responsibility to be inclusive, not exclusive, in collection development and in the provision of interlibrary loan. Access to all materials legally obtainable should be assured to the user, and policies should not unjustly exclude materials even if they are offensive to the librarian or the user. Collection development should reflect the philosophy inherent in Article II of the *Library Bill of Rights*: Libraries should provide materials and information presenting all points of view on current and historical issues.

Materials should not be proscribed or removed because of partisan or doctrinal disapproval.” A balanced collection reflects a diversity of materials, not an equality of numbers. Collection development responsibilities include selecting materials in the languages in common use in the community which the library serves. Collection development and the selection of

materials should be done according to professional standards and established selection and review procedures.

There are many complex facets to any issue, and variations of context in which issues may be expressed, discussed, or interpreted. Librarians have a professional responsibility to be fair, just, and equitable and to give all library users equal protection in guarding against violation of the library patron's right to read, view, or listen to materials and resources protected by the First Amendment, no matter what the viewpoint of the author, creator, or selector. Librarians have an obligation to protect library collections from removal of materials based on personal bias or prejudice, and to select and support the access to materials on all subjects that meet, as closely as possible, the needs and interests of all persons in the community which the library serves.

This includes materials that reflect political, economic, religious, social, minority, and sexual issues. Intellectual freedom, the essence of equitable library services, provides for free access to all expressions of ideas through which any and all sides of a question, cause, or movement may be explored. Toleration is meaningless without tolerance for what some may consider detestable.

Librarians cannot justly permit their own preferences to limit their degree of tolerance in collection development, because freedom is indivisible.

Adopted July 14, 1982; amended January 10, 1990, by the ALA Council.

Free Access to Libraries for Minors

An Interpretation of the Library Bill of Rights

Library policies and procedures which effectively deny minors equal access to all library resources available to other users violate the *Library Bill of Rights*. The American Library Association opposes all attempts to restrict access to library services, materials, and facilities based on the age of library users.

Article V of the *Library Bill of Rights* states, “A person’s right to use a library should not be denied or abridged because of origin, age, background, or views.” The “right to use a library” includes free access to, and unrestricted use of, all the services, materials, and facilities the library has to offer. Every restriction on access to, and use of, library resources, based solely on the chronological age, educational level, or legal emancipation of users violates Article V. Libraries are charged with the mission of developing resources to meet the diverse information needs and interests of the communities they serve. Services, materials, and facilities which fulfill the needs and interests of library users at different stages in their personal development are a necessary part of library resources. The needs and interests of each library user, and resources appropriate to meet those needs and interests, must be determined on an individual basis.

Librarians cannot predict what resources will best fulfill the needs and interests of any individual user based on a single criterion such as chronological age, level of education, or legal emancipation.

The selection and development of library resources should not be diluted because of minors having the same access to library resources as adult users. Institutional self-censorship diminishes the credibility of the library in the community, and restricts

access for all library users.

Librarians and governing bodies should not resort to age restrictions on access to library resources in an effort to avoid actual or anticipated objections from parents or anyone else. The mission, goals, and objectives of libraries do not authorize librarians or governing bodies to assume, abrogate, or overrule the rights and responsibilities of parents or legal guardians.

Librarians and governing bodies should maintain that parents—and only parents—have the right and the responsibility to restrict the access of their children—and only their children—to library resources. Parents or legal guardians who do not want their children to have access to certain library services, materials or facilities, should so advise their children. Librarians and governing bodies cannot assume the role of parents or the functions of parental authority in the private relationship between parent and child.

Librarians and governing bodies have a public and professional obligation to provide equal access to all library resources for all library users.

Librarians have a professional commitment to ensure that all members of the community they serve have free and equal access to the entire range of library resources regardless of content, approach, format, or amount of detail. This principle of library service applies equally to all users, minors as well as adults. Librarians and governing bodies must uphold this principle in order to provide adequate and effective service to minors.

Adopted June 30, 1972; amended July 1, 1981; July 3, 1991, by the ALA Council.

Freedom to View Statement

The FREEDOM TO VIEW, along with the freedom to speak, to hear, and to read, is protected by the First Amendment to the Constitution of the United States. In a free society, there is no place for censorship of any medium of expression. Therefore these principles are affirmed:

1. To provide the broadest access to film, video, and other audiovisual materials because they are a means for the communication of ideas. Liberty of circulation is essential to insure the constitutional guarantees of freedom of expression.
2. To protect the confidentiality of all individuals and institutions using film, video, and other audiovisual materials.
3. To provide film, video, and other audiovisual materials which represent a diversity of views and expression. Selection of a work does not constitute or imply agreement with or approval of the content.
4. To provide a diversity of viewpoints without the constraint of labeling or prejudging film, video, or other audiovisual materials on the basis of the moral, religious, or political beliefs of the producer or filmmaker or on the basis of controversial content.
5. To contest vigorously, by all lawful means, every encroachment upon the public's freedom to view.

This statement was originally drafted by the Freedom to View Committee of the American Film and Video Association (formerly the Educational Film Library Association) and was adopted by the AFVA Board of Directors in February 1979. This statement was updated and approved by the AFVA Board of Directors in 1989.

The Texas Library Association Intellectual Freedom Statement

A. PREAMBLE

The Texas Library Association holds that the freedom to read is a corollary of the constitutional guarantee of freedom of the press. Freedom of choice in selecting materials is a necessary safeguard to the freedom to read, and shall be protected against extra-legal, irresponsible attempts by self-appointed censors to abridge it. The Association believes that citizens shall have the right of free inquiry and the equally important right of forming their own opinions, and that it is of the utmost importance to the continued existence of democracy that freedom of the press in all forms of public communication be defended and preserved. The Texas Library Association subscribes in full to the principles set forth in the LIBRARY BILL OF RIGHTS of the American Library Association, Freedom to Read Statement, and interpretative statements adopted thereto.

B. AREAS OF CONCERN

1. **LEGISLATION.** The Texas Library Association is concerned with legislation at the federal, state, local and school district level which tends to strengthen the position of libraries and other media of communication as instruments of knowledge and culture in a free society. The Association is also concerned with monitoring proposed legislation at the federal, state, local and school district level which might restrict, prejudice or otherwise interfere with the selection, acquisition, or other professional activities of libraries, as expressed in the American Library Association's LIBRARY BILL OF RIGHTS and the Freedom to Read Statement.

The Intellectual Freedom Committee works with the Legislative Committee to watch proposed legislation, at the various levels, which would restrict or interfere with the selection, acquisition, or other professional activities of

libraries.

2. **INTERFERENCE.** The Association is concerned with the proposed or actual restrictions imposed by individuals, voluntary committees, or administrative authority on library materials or on the selection judgment, or on the procedures or practices of librarians. The Intellectual Freedom Committee attempts to eliminate restrictions which are imposed on the use or selection of library materials or selection judgment or on the procedures or practices of librarians; receives requests for advice and assistance where freedom has been threatened or curtailed; and recommends action to the Executive Board where it appears necessary.
3. **MATERIALS SELECTION POLICY.** The Texas Library Association believes that every library, in order to strengthen its own selection process, and to provide an objective basis for evaluation of that process, should develop a written official statement of policy for the selection of library materials. The Intellectual Freedom Committee encourages all libraries to develop a written statement of policy for the selection of library materials which includes an endorsement of the LIBRARY BILL OF RIGHTS.
4. **EDUCATION.** The Texas Library Association is concerned with the continuing education of librarians and the general public in understanding and implementing the philosophy inherent in the LIBRARY BILL OF RIGHTS and the ALA Freedom to Read Statement. The Intellectual Freedom Committee supports an active education program for librarians, trustees, and the general public.
5. **LIAISON WITH OTHER ORGANIZATIONS.** The Texas Library Association, in order to encourage a united front in defending the rights to read, shall cooperate with other organizations concerned with intellectual freedom. The Intellectual Freedom Committee advises on TLA positions and cooperates with other organizations.

Adopted September 15, 1972 by the TLA Council;
Reaffirmed April 7, 1995 by the TLA Council

**LEANDER PUBLIC LIBRARY
PROGRAM PRESENTER AGREEMENT**

Today's Date: _____

Presenter: _____ Address: _____

Dear (Presenter),

It is agreed between us, that _____ (**Presenter Name**), hereinafter known as "Presenter" will create and present a Program titled: _____ (**Program Name**) on _____ (**Date**) under the following terms and conditions:

~~1~~ Presenter hereby agrees to prepare and present a _____

1 **(Program Name)** hereinafter known as the “Program.”

2 Presenter will deliver to an audience at the Leander Public Library (hereinafter known as the “Library” the Program in form and content acceptable to the Library. The Program shall be delivered on: _____ **(Date and Time)**.

3 Presenter warrants and represents that all material in the Program prepared and submitted by Presenter hereunder will be original and will not infringe any copyright or contain any libelous material. You will indemnify and hold harmless the Library and its public officials and personnel from any claim, suit, damage, loss, or expense (including attorney’s fees) arising out of any breach or any allegation which, if true, would constitute a breach of any of the foregoing warranties or representations.

4. Presenter is solely an independent contractor and not an agent, partner, or employee of the City. Presenter is not controlled or directed by the Library. Presenter is not entitled to any rights or benefits to which employees of the Library are entitled. Presenter will not be treated as an employee for federal tax purposes. Presenter has no authority to enter into contracts or agreements on behalf of the Library or bind or obligate in any manner whatsoever the Library. Any compensation provided to Presenter that is \$600 or above, shall require a W-9 to be presented to the Library.

5. Presenter shall provide the Library with a W-9, if required as set forth in Section 4 above. Depending on what the parties agree upon as set forth below, a check, payable to the Presenter will be either:

_____ Mailed to Presenter at the above address within 30 days after the event

_____ Handed to the Presenter on the day of the Program (provided an invoice is submitted at least one week prior to the date of the event.)

6. Presenter represents that neither Presenter nor any of Presenter’s employees (if any), who will be on Library property in connection with the Program has ever been convicted of, been adjudicated with regard to (including an adjudication of delinquent conduct), pled guilty to, or pled no contest to a

criminal charge, or ever received probation or deferred adjudication for a criminal charge, except as follows: _____ . Prior to providing the Program under this Letter Agreement, Presenter agrees to provide the Library sufficient information for it to conduct a background check on Presenter and/or Presenter's employees who will be on the Library property in connection with the Program. If results of the criminal background check indicate that the Presenter or any of Presenter's employees has been convicted of any of the following offenses, such individual will NOT be considered for employment for the Program. If Presenter presents a "Program" more than one time during a twelve month period, Presenter will only be required to submit to one background check during such twelve month period; any new employees of Presenter during that twelve month period will be required to submit to one. Presenter shall provide the necessary information in sufficient time that the Library is able to secure the background check at least sixty (60) days prior to the Program presentation date.

- a. A felony or a misdemeanor classified as an offense against a person or family;
- b. A felony or a misdemeanor classified as public indecency;
- c. A felony or a misdemeanor violation of any law intended to control the possession or distribution of any controlled substance;
- d. Any offense involving moral turpitude;
- e. Any offense that indicate the individual is a registered sex offender or is to be registered in the Texas Sex Offender Registration Program; or
- f. Any offense that would potentially put the City/Library at risk

7. Please Indicate What Type of Equipment You Need for your Program:

- ___ Projector
- ___ Laptop
- ___ Speakers
- ___ Easel
- ___ Podium
- ___ Other _____

8. Please attach the following:

- A one paragraph bio
- A one paragraph description of your program
- A publicity photo

9. If Presenter is an author or performer, check here if you would like to sell and sign your books, CDs or DVDs after the event. (Please bring your own copies of the book, CD or DVD as well as change and a sign with the book's price, unless you have made other arrangements in advance.) Library policy requires five (5%) percent of all sales to be given to the Library Foundation.
10. Presenter may display business cards, brochures, or similar information for attendees to take, but neither business solicitation nor fundraising for nonprofits should be part of the program.
11. In the event that either the Library or the Presenter is unable to make, or must cancel the scheduled program, both the Library and the Presenter will make every effort to reschedule at a future, mutually convenient date and time. The Library shall be responsible for payment only for those authorized services performed by Presenter.
12. Please Check All that Apply

☐ Presenter agrees to allow the Library to take photos of and/or record this event and use them on their website and social networking pages.

☐ Please do not take photos of the Program

☐ Please do not record the Program

13. Presenter shall properly safeguard against any and all damage, loss, or injury, to persons or property that may arise, or be incurred in connection with the Program without regard to whether or not Presenter or Presenter's employees (if any), or agents has been negligent. Presenter shall assume all responsibility for risks or casualties of every description, for any and all damage, loss or injury, to persons or property arising out of the Program; negligence or failure of Presenter to comply with this Letter Agreement; arising from action of the elements or from any unforeseen or unusual difficulty. PRESENTER AGREES TO BE SOLELY RESPONSIBLE FOR AND FURTHER AGREES TO RELEASE, HOLD HARMLESS, AND INDEMNIFY THE CITY, ITS OFFICERS, EMPLOYEES, AND AGENDA FROM AND AGAINST ANY LIABILITY, COSTS, CAUSES OF ACTION, OR DAMAGES, INCLUDING REASONABLE ATTORNEY FEES, ARISING OUT OF OR RELATED TO THE ACTS OR OMISSIONS OF CONTRACTOR, INCLUDING BY WAY OF

EXAMPLE AND NOT IN LIMITATION, ANY INJURY TO THIRD PERSONS, PROPERTY DAMAGE OR THEFT.

14. Venue and Jurisdiction for this Letter Agreement lie in Williamson County, Texas.
15. This Letter Agreement may not be assigned by either party, in whole or in part, without the prior written consent of the other party. This Letter Agreement represents the entire agreement between the parties. Presenter has no right to use, and shall not use, the City's or Library's name or logo for advertising, publicity, or promotion without the prior written authorization of the City/Library.

Signature indicates that the presenter has read, understands and will adhere to the terms of this Letter Agreement, including consenting and authorizing the Library, by and through the City, to conduct the background check as set forth herein.

I, as the Presenter named above, have been notified that a computerized criminal history verification check will be performed and I agree to such check and I agree to release, indemnify and hold harmless the City and any agency used with regard to obtaining the information. I acknowledge that a facsimile, copy or electronic version of this form shall be as valid as the original.

Presenter Signature: _____ Date:

City of Leander Public
Library Representative: _____ Date:

Return to:

~~Priscilla Donovan~~ Director, Leander Public Library

~~LEANDER PUBLIC LIBRARY SUMMER READING CARD POLICY~~

~~City of Leander Public Library — 8 2019~~

~~The Leander Public Library offers temporary summer reading cards for those who are not eligible for a free Leander Public Library Card but desire to participate in the summer reading program.~~

~~Summer Library cards are issued free of charge to adults (age 18 and up) with photo ID. Summer Cards for children birth to age 17 require that parents/guardians provide their information and are designated the responsible party for children's library materials and any associated fines. Summer cards can be exchanged for non-resident cards after August 31st and cardholders must pay an annual non-resident fee of \$15.00 for an individual card and \$25.00 for family cards. Those wanting only to use the public access computers can be issued a computer card by showing photo identification. Computer cards are provided free of charge.~~

~~The Leander Public Library respects the privacy of users. Information that is gathered from users is limited to that which is needed to operate the Library and, and to the extent allowed by~~

~~law, is kept confidential. The Library does not monitor items checked out or retain users' Internet usage. The Library abides by Texas Government Code 552.124.~~

~~YOUR LIBRARY CARD IS REQUIRED TO CHECK OUT ITEMS, USE THE COMPUTERS, AND PRINT FROM THE COMPUTERS.~~

~~Receipt of a Leander Public Library Card establishes agreement to the following:~~

- ~~• Cardholder accepts responsibility for returning items by the due date shown on checkout receipt.~~
- ~~• Items may be renewed in person, by phone, email, and on our website by the due date.~~
- ~~• Courtesy email, calls, or text reminders are not guaranteed.~~
- ~~• Cardholder complies with Customer Code of Conduct Policy, Library Card Policy, Internet Use Policy, and other applicable Library policies.~~
- ~~• The Library is not responsible for any damage to audio-visual equipment that may occur during use of Library materials.~~
- ~~• Cardholder will inform the Library of any changes in contact information.~~
- ~~• Summer reading card holders are not eligible for Texshare Cards or Interlibrary Loans.~~
- ~~• Falsifying information will result in termination of privileges.~~

~~Borrowing Privileges and Responsibilities:~~

- ~~• Library materials are expected to be used in the manner that is intended and appropriate.~~
- ~~• Up to 5 items may be checked out per card, including 1 DVD, 2 audiobooks and music CDs, 1 Playaway View.~~
- ~~• Check-out periods: New books = 14 days, no renewals. Books, audiobooks, music CDs = 21 days, 2 renewals. DVDs = 14 days, no renewals. Items more than 35 days overdue are considered lost.~~
- ~~• Library materials may be renewed in person, by phone, or online/email unless the materials are on hold.~~
- ~~• Overdue fines: DVDs = \$.50 per day; all other items = \$.10 per day. Maximum fine for returned item = \$5.00. Fine for unreturned (lost) or damaged item = replacement cost plus \$6.00 processing fee.~~
- ~~• All identifying labels must remain on/with Library materials.~~

- ~~Library items may not be written on or otherwise defaced in any way. Items returned defaced or missing book jackets, barcodes, spine labels, RFID tags, or other identifying labels are subject to a \$1.00 fine per violation.~~
- ~~Fines of \$10.00 or more will prohibit public computer usage and additional materials from being checked out.~~
- ~~The Library's catalog can be accessed online at www.leander.librarycatalog.org~~

Public Computer Usage:

- ~~Users must accept the Internet Access Policy agreement at the beginning of each computer session. Parents must read and sign the Internet Access Policy for their children. Children under age 8 must use the Internet with a parent/guardian/caregiver.~~
- ~~Users must use their library cards to print. Should a user forget his or her library or computer card, the library card number will be provided by showing photo identification. After three requests, a replacement card must be purchased for \$2.00.~~
- ~~Printing costs: black ink = \$.15; color ink = \$.50. All pages printed must be paid for regardless of content. Use the print preview feature to avoid printing unwanted pages. Please verify the type of print you want (color or black and white) prior to sending a document to the printer. Printed materials will not be released until all fees have been paid.~~
- ~~Anyone engaging in inappropriate viewing or behavior will be asked to discontinue any such activities; refusal will result in suspension of computer privileges for 24 hours. Continued inappropriate behavior will result in termination of privileges.~~

LIBRARY USE RULES

~~City of Leander Public Library — 8-2019~~

1. **Purpose.** The Leander Public Library is supported by the taxes of the people of Leander who expect each of our facilities to be clean, comfortable, and safe. The Library is intended for reading, studying, writing and listening to written or electronically transmitted materials, and attending Library or community sponsored programs and meetings. To this end, the Library has established these rules to protect the rights and safety of Library customers, staff and volunteers, and to help preserve and protect the Library's materials, equipment, facilities, and grounds.
2. **Definitions.**
 - (A) Except as provided, words and phrases in these rules mean what the words and phrases mean in the City Code.
 - (B) In these rules:

- (1) “customer” means a person, other than an on-duty member of the library staff, who is present in the library, using the library, or borrowing library materials;
- (2) “director” means the director of the Library Department or the director’s designee;
- (3) “library” means any building or facility of the Leander Public Library, including the entrance ways and adjacent lawns, landscaping, and parking areas.
- (4) “staff member” means a City employee, contractor, or volunteer working in the library, and includes security personnel;
- (5) “user” means a customer using a workstation; and
- (6) “workstation” means a public-access computer and the adjacent space.
- (7) “parent/guardian” includes caregivers, relatives, teachers, etc.

3. General Expectations.

- (A) A staff member may not modify or waive the policies stated in these rules.
- (B) A customer must abide by the standards of behavior set forth in these rules. These rules identify prohibited behavior for Library customers, with consideration of the situation and age-appropriateness.
- (C) A staff member must report criminal activity that occurs in the Library to an appropriate law enforcement officer.

4. Children.

- (A) A child under the age of 8 may not remain in the library or on library property unless accompanied by a responsible person who is at least 16 years of age. A person accompanying a child is responsible for the child and the child’s behavior. Unless so accompanied, a child under the age of eight may not enter, remain in, or be left unsupervised in the Library.
- (B) Children are required to abide by the “Personal Behavior – Disruptive Behavior” policy set out below.
- (C) When with children, parents/guardians who want to use computers should use those in the children’s area.
- (D) If a Library staff member determines that a child may not be safely turned away from the library or that the child is stranded, the staff member shall refer the child to the Leander Police Department.
- (E) Neither the City nor the Library staff assumes legal responsibility for unattended children, nor shall any Library member drive any unattended child home or to another location.

5. Animals.

- (A) A customer may not bring an animal in the Library unless it is the customer’s service animal.

(B) This does not apply to an animal used by the Library for a special event.

6. Food and beverages.

- (A) A customer may consume beverages and light snacks in the Library. Check with library staff to ensure compliance.
- (B) If, due to a disability, a customer must consume special food other than that above, the Library will provide a reasonable accommodation for that customer to consume that food in a designated area.
- (C) Water in a clear, capped bottle may also be consumed.
- (D) This does not apply to breast feeding or bottle-feeding an infant.

7. Attire and Hygiene.

- (A) A customer may not enter or remain in the Library in a bathing/swimsuit, leotard or in clothing that does not cover both upper and lower torso, or without shoes. (B) A customer may not enter or remain in the Library if, because of lack of hygiene or excessive use of perfume or cologne, the person has a strong odor that would be offensive to a person of ordinary sensibilities.

8. Sleeping.

- (A) A customer more than ten years of age may not sleep in the Library.
- (B) If a disability is involved with a customer sleeping, the Library may provide a reasonable accommodation.

9. Smoking and tobacco use; burning materials.

- (A) A person may not smoke or use a tobacco product, including electronic smoking products in the Library.
- (B) A person may not ignite a flame, burn incense or any other material, or light a candle.

10. Photographing, filming or video recording

- (A) Filming or photographing any Library customer or staff member without prior knowledge and consent, including during Library sponsored programs is prohibited.

11. Restrooms.

- (A) A customer may not bathe, shave, wash clothes, or dry clothes in a Library restroom.
- (B) A customer may use a restroom lavatory only for washing the person's hands or face. This does not apply to a customer attending an infant.
- (C) A customer may not take Library materials into the restrooms.

12. Personal belongings.

- (A) A customer may not bring a bedroll, blanket or sleeping bag in the Library.
- (B) A customer may not enter the Library with a cart or other wheeled device for carrying baggage/personal belongings. This does not apply to a file cart; book cart or wheeled backpack for book carrying or study use or wheelchair and/or other similar device for a person whose mobility is impaired.
- (C) A customer may not leave a personal belonging unattended in the Library.
- (D) The Library is not responsible for a lost, stolen, or misplaced personal item, whether the item was attended or unattended by the owner.
- (E) A customer who brings a personal item in the Library assumes the risk of loss or theft of the item.

13. Personal Behavior – Disruptive Behavior.

A customer may not:

- (1) unreasonably disrupt the normal use of Library services or property by the library staff or other customers. If deemed being disruptive, patrons will be asked to discontinue any inappropriate behavior or asked to leave the Library.

Leander Police may be called if necessary;

- (2) enter an area that is not open to the public;
- (3) block access to an entrance, passageway or resource;
- (4) solicit money or a donation or transfer of money or another thing of value from another person, regardless of the solicitor's purpose or intended use of the money or other thing of value, and regardless of whether consideration is offered; or
- (5) distribute literature or otherwise solicit customers on Library property.
- (6) enter or remain in the Library in possession of any illegal drug or alcoholic beverage;
- (7) enter or remain in the Library if the person is intoxicated by a drug or alcohol;
- (8) use abusive, indecent, profane, or vulgar language; or direct such language toward any customer or staff member;
- (9) make an offensive gesture or display; or
- (10) access sexually explicit material on a Library computer or on a personal electronic device while in the Library or any property of the Library;
- (11) harass, sexually harass, abuse, threaten, or fight with a person;
- (12) threaten or actually damage Library property;
- (13) incite a breach of the peace;
- (14) except as expressly permitted by state or federal law, carry or display a weapon;
- (15) perform a criminal act;

- (16) vandalize, steal, or recklessly or intentionally damage Library property or the property of another person.

14. Library Property (Exterior)

(A) Use of Parking Lots

- a. Library parking lots are provided for Library users; other nearby city parks and facilities; and library/city staff for appropriate use. Commuter and overnight parking and any other use of parking lots by individuals who are not actively engaged in using Library and/or park facilities are prohibited.
- b. Parking lot problems associated with the above basic use policy shall be resolved by the Library Director by use of appropriate signage; police ticketing and/or towing; and/or other means.
- c. The Library Director may permit short-term exceptions to the basic use policy and may also enter into agreements that amend the policy with other public or private entities regarding use of Library parking lots.
- d. All agreements regarding use of Library parking lots that are applicable for six months or more must be approved by the Library Director.

(B) Use of Library Grounds

- a. Camping is prohibited on all property administered by the City of Leander, including Library property.
"Camping" means and includes:
 - i. sleeping out-of-doors;
 - ii. erecting or creating a shelter including, but not limited to a tent, cardboard box, sleeping bag, or newspapers;
 - iii. the use of a recreational vehicle, camper or other similar vehicle
 - iv. cooking/preparing food over an open flame or fire out-of-doors.
- b. Overnight sleeping in a parking facility or parking lot or overnight habitation in a vehicle in a parking facility or parking lot is prohibited on all property administered by the City of Leander, unless approved by the City in the case of events permitted through the City.

If Library staff observes any person who has been notified of this rule, including notice by posted signs, acting in violation of this rule, staff shall contact Library Director. If Library Director is not available, the person in charge may contact local law enforcement and follow up with the Director.

(C) Use of Exterior Plazas/Porches and Gathering Places

- a. Customers are to engage in activities associated with the use of the Library.
- b. Customers are to maintain conduct appropriate to the use of the Library.

15. Violations.

- (A) If a customer violates these rules, a staff member shall orally warn the customer to stop the behavior. If the customer fails to stop the unacceptable behavior, the staff member must ask the customer to leave the Library.
- (B) If a staff member determines that a violation of this policy is so serious that the customer remaining in the Library creates a danger to Library property, the Library staff, or to other customers, or interferes with the use and enjoyment of the Library by other customers, the staff member may ask the customer to leave without an initial oral warning.
- (C) If a customer refuses a request to leave the Library, the staff member should seek the assistance of law enforcement personnel.

16. Denial of Physical Access to the Library.

- (A) The director shall deny a customer physical access to the Library as provided in this section if the customer is asked to leave the Library for:
 - (1) a violation of any combination of these rules in any combination of Library properties, for which the person was asked to leave the Library three times in a six-month period;
 - (2) any single violation of Section 13, 6-10 that involves physical injury to a person, theft of or damage to City property or to the personal property of another person, or a breach of the peace; or (3) any single violation of Section 13, 11-16.
- (B) The director must give a customer who is denied physical access to the Library written notice and an opportunity for a hearing with the City Manager. The City Manager's decision will be final.
- (C) The period for which a customer is denied physical access to the library under this section is:
 - (1) one year, beginning on the effective date of the denial; or
 - (2) in the case of a customer who has had a previous denial of physical access under this rule that was not rescinded, the denial of physical access is permanent.
 - (3) A customer who is denied physical access to the Library may continue to access Library information and programs in ways that do not require physical access, so long as the customer meets other requirements for access to the information and programs. If a disability is involved, the director shall provide a reasonable accommodation under applicable law.
- (D) Denial of physical access may be enforced through a criminal trespass notice.

17. Library Programs

- (A) All Library programs are open to the public. ~~A fee may be charged for certain types of Library programs.~~ Patrons may on occasion be prevented from attending a program or Library event if attendance exceeds the rated capacity of the particular meeting room space or for other reasons specified herein. Every attempt will be made to accommodate all who wish to attend a program. When safety or the success of a program requires it, attendance may have to be limited. When limits must be established, attendance will be determined on a first come, first served basis. Advance registration or distribution of free tickets before the event may be used if attendance is anticipated to exceed capacity. Multiple sessions of popular programs will be scheduled whenever possible to allow for maximum attendance.
- (B) Library sponsored programs may be held at the Library, Library property or off-site as appropriate. Any sales of products at Library programs must be approved by the Library Director and benefit the Library by requiring a five percent (5%) donation of the proceeds from sales to the Library Foundation. Programs are for the promotion of literacy, educational, cultural and civic activities, which do not include commercial purposes or for the solicitation of business.
- (C) Schools and daycare or other organized groups should contact the youth services staff prior to attending scheduled programs. Groups that have not received advance authorization to attend a scheduled program will be admitted if space and materials are available at the advertised starting time with the understanding that it may not be possible to admit everyone in the group. When this situation occurs the group leader will be informed as to how many children can be accommodated. The group leader will then make the decision as to which if any members of the group attend. The group leader is expected to provide supervision for all children in their care, in or out of the program. In those instances when groups cannot be accommodated at scheduled programs library staff may offer to provide a special program for the group at a later and mutually agreed upon date.
- (D) Patrons without children may not attend children's summer reading program and events (i.e. story time programs).

PROGRAMMING POLICY

~~City of Leander Public Library — 8 2019~~

Statement of Purpose

Leander Public Library supports its mission of being a gathering space for the cultural and civic life of our growing community, one that promotes literacy and a love of reading, by developing and presenting programs that provide opportunities for information, learning, and entertainment. Programming is an integral component of library service that:

- Expands the Library's role as a community resource.
- Introduces customers and non-users to Library resources.
- Promotes literacy and well-being for all people.
- Provides entertainment.
- Provides opportunities for lifelong learning.

Statement of Responsibility

Ultimate responsibility for Library programming rests with the Leander Public Library Director, who, in turn, delegates the authority for program management to **Public Services**, Youth Services and other designated Library staff. Programs are planned three to twelve months in advance of anticipated presentation.

Citizen Program Proposals

The Library welcomes customer's ideas concerning programming and has a process to seek, review and select outside proposals for program presentations (see Citizen Program Proposal Form). Reviewing any such external and/or internal programming proposals within the context of planned activities, library staff utilizes the following criteria in making decisions about program topics, speakers, and accompanying resources:

- Availability of program space
- Treatment of content for intended audience.
- Presentation quality
- Presenter background/qualifications in content area
- Budget
- Relevance to community interests and issues
- Cultural, historical, or educational significance
- Connection to other community programs, exhibitions or events
- Relation to Library collections, resources, exhibits and programs.
- Community needs and interests.

Programs Conducted by Outside Resources

- A. The Library may draw upon other community resources in developing programs and partners with other community agencies, organizations, educational and cultural institutions, or individuals to develop and present co-sponsored public programs as applicable. Professional presenters that reflect specialized or unique expertise may be hired for Library programs. Presenters will not be excluded from consideration because of their origin and background.
- B. All outside presenters will need to undergo a City Background check or equivalent when presenting a program (free or fee) to children/youth under the age of 18. (Equivalent meaning a comparable background check from another source within the previous 12 months).

Background Checks are essential for:

- Public safety and confidence
- Limitation of liability
- Protecting vulnerable populations
- Customer assurance

- Fraudulent credentials

All program presenters conducting programs with children/youth shall submit adequate information to allow the City to conduct these checks. Presenters who refuse permission to conduct these checks will not be accepted for their services.

When the background check is completed, the Library Director receives a copy of the applicant's criminal history record. If the criminal background record check discloses an adjudication or conviction for any of the below-listed offenses, the presenter shall automatically be disqualified from program presentation:

- child abuse
- sexual abuse of a minor/adult
- sexual assault
- causing a child's death
- neglect of a child or any other individual for whom the potential volunteer had/has responsibility
- kidnapping
- murder
- manslaughter
- felony assault
- prostitution
- identity theft
- burglary/aggravated robbery
- terroristic threats
- stalking
- drug offenses with the intent to deliver
- arson
- indecent exposure/public lewdness
- child pornography
- criminal sexual conduct

A presenter's failure to disclose pending charges shall result in forfeiture of program presentation. Background Checks will be kept on file for future use for a period of one year.

Library staff who present programs do so as part of their regular job and are not hired as outside contractors for programming and not subject to additional background checks.

STUDY ROOM POLICY

~~City of Leander Public Library 8-2019~~

The Leander Public Library has two study rooms that accommodate up to twelve individuals and are intended to be used in a manner similar to the general use of the Library.

- ~~Study rooms may be reserved by calling 512-259-5259 or in person at the Circulation Desk.~~ The Lender Public Library or the City of Leander has first priority for use of the rooms.
- Study rooms may not be reserved.
- ~~Reserving a Study Room constitutes acceptance of the library's study room regulations, which are posted on the internet and must be acknowledged before a reservation can be finalized.~~

- Study Room A is a communal quiet room. Study Room B is available for individual use by the hour.
- Study rooms are available for use ~~Monday-Sunday~~ during regular library hours, except on library holidays.
- Check-in at the circulation desk prior to entering is essential.
- ~~Study rooms can be reserved for 2-hour increments with time extended if nobody is waiting for the room.~~
- ~~Reservations may be made in advance with a maximum of 5 reservations (10 Hours) at any one time. Additional reservation requests must be approved by the Library Director.~~
- ~~A Study Room reservation not claimed within 15 minutes of the reserved time will be considered canceled and available for use by other individuals.~~
- All study room use must be completed by 15 minutes before closing time.
- ~~Individuals failing to appear at the library in order to occupy a reserved Study Room ("no shows") may result in loss of the individual's privilege to reserve a room in the future.~~

Study Room Regulations

- The room capacity is 12 people and no use shall exceed this capacity.
- ~~Children's and youth groups may use the study rooms provided they are adequately supervised by adult sponsors.~~
- Nothing, including exhibits, maps, charts, posters, etc. may be hung on the walls.
- Light refreshments (beverages and small snack) may be served provided the room is left in an orderly condition.
- Study rooms must be left as they are found; furniture must be returned to the original arrangement at the end of each use.
- Once the study room is vacated, it is available for use by others.
- Items must not be left in the study rooms un-attended. The Leander Public Library is not responsible for unattended items that may be lost or stolen.
- Failure to adhere to study room regulations may result in forfeiture of study room use.

UNATTENDED CHILDREN

~~City of Leander Public Library — 8 2019~~

The Leander Public Library is intended to be a place where children are welcomed. They are encouraged to read, to explore various electronic formats, to attend programs, and to make full use of the Library's resources. For the safety of minor children, and the enjoyment of all patrons using the Library, the Library abides by the following policy regarding unattended children. If you have questions regarding this policy, please do not hesitate to ask staff to explain.

1. The Library does not provide care or supervision of children, except to the extent needed to uphold Library rules of conduct and use and does not accept responsibility of such care.

Parents or other caregivers are responsible for their child's behavior at all times even when they are occupied elsewhere in the Library and even if the child is in the Library unattended.

2. Children the age of eight (8) and under may not be left unattended in the Library and must be accompanied by a parent or responsible caregiver at least 16 years old. Parents must supervise their child's behavior and will be asked to attend to their children when deemed necessary by the staff. Children who are climbing or jumping on furniture, throwing things, being excessively loud, or engaging in other disruptive or destructive behavior will be considered unattended. (See Library Use Policy)
3. Children aged 9 and older may be left unattended provided they are mature enough to stay alone and observe proper conduct. Such children are subject to the same rules of conduct as other customers and the same consequences, including being asked to leave the Library. This possibility should be taken into account when deciding whether to leave a child ~~over the age of eight~~ **aged nine and older** unattended in the Library. If a child in this age group is not able to leave the Library without an adult, ~~he~~ **they** should not be in the Library without an adult.
4. Children of any age with mental, physical, emotional, or behavioral problems which render supervision necessary must be accompanied by a parent or other caregiver (over the age of 16) at all times.
5. Unattended children under the age of 16 must be picked up at least 15 minutes before closing time, unless attending a Library sponsored program.
6. In the case of a child under the age of 16 who is unattended at closing, the Library staff will try to notify the child's parent or caregiver. If the child's parent or caregiver cannot be reached or has not come to pick up the child, the police will be called, and the child will need to be picked up at the Leander Police Department.
7. Library staff assumes no legal responsibility for unattended children.
8. Library staff members will, under no circumstances, drive the child home or to any other location.
9. A child left unattended in the Library in violation of this policy will be considered a child in need of care, parents will be called, and the matter referred to the police or Child Protective Services.
10. Unattended children will be given a copy of this policy to give to their parents.

Leander Public Library Policies

Revised January 2024

DISPLAYS, EXHIBITS, BULLETIN BOARDS.....	2
INTERNET USE	4
LEANDER PUBLIC LIBRARY ANNEX MEETING ROOM	7
LIBRARY CARDS	10
LIBRARY MATERIALS SELECTION	13
Request for Reconsideration of Materials Form	19
Gift Receipt Form	21
American Library Association's Library Bill of Rights	22
American Library Association's The Freedom to Read Statement.....	23
Diversity in Collection Development: An Interpretation of the Library Bill of Rights	27
Free Access to Libraries for Minors: An Interpretation of the Library Bill of Rights	29
Freedom to View Statement	31
The Texas Library Association Intellectual Freedom Statement.....	32
Program Presenter Agreement	34
LIBRARY USE RULES	39
PROGRAMMING POLICY.....	46
STUDY ROOM POLICY.....	49
UNATTENDED CHILDREN.....	50

DISPLAYS, EXHIBITS, BULLETIN BOARDS

Purpose

The Leander Public Library attempts to provide the community with limited, temporary space for displays, exhibits, and bulletin boards to further the Library's mission to provide information and services that promote lifelong learning, literacy, and love of reading to enrich the quality of life in our community. The Library cannot accommodate all potential postings, displays, or exhibits. The Library typically develops its own exhibits to display materials of its collections or activities, therefore space is very limited throughout the year. To make the most efficient use of the space that is available, the Library has established the following criteria for such material.

Procedures

Individuals or groups requesting to post, display or exhibit materials should bring the idea and/or, in the case of an exhibit, a representative sample of the materials, to the Library Director for review. The Library Director will discuss and most likely involve other Library staff members in the decision-making process. The responsibility for administering this policy and final decisions at the Leander Public Library rests with the Library Director.

Because display space is very limited, preference will be given to:

- The Library and Library support groups.
- City, and City-related material.
- As space permits, announcements of events and activities of tax-supported or nonprofit educational, cultural, and charitable organizations.
- Objective material which presents sides of community and relevant issues, and which relates to supporting material in Library collections may be acceptable.
- Space will not be provided for political campaign literature, legislative lobbying, commercial advertising, solicitations, religious proselytizing, and personal notices or communications.
- Posting of creative writing (e.g., poetry, short stories) whether personal or by well known authors is only permitted as a part of library sponsored exhibits.

Additional Information

- Acceptance or rejection of material for display does not imply approval or disapproval by the Library or the City of the ideas or opinions expressed.
- The Library does not assume responsibility or liability for materials exhibited in Library facilities.
- The Library reserves the right to refuse to post announcements, posters, displays, or exhibits which do not meet the above criteria as well as the right to remove any announcement, poster, display or exhibit which has been posted for a reasonable length of time or is past the date of occurrence, except those as required by law.

- Material left for Library consideration for posting cannot be held or returned.
- The Library will dispose of all material as it sees fit or, for special displays and exhibits, according to prior arrangement with the artist/exhibitor.
- Any item placed on bulletin boards, or any items attached to walls or other library surfaces without prior approval will be removed and discarded.
- All displays, exhibits, and bulletin board postings shall be temporary. All postings shall be dated. The Library reserves the right to establish size and time limits for any announcement, poster, display, or exhibit.
- This policy does not prohibit the restriction of specific bulletin boards, display or exhibit areas to specific uses by authorized Library staff.

Artwork

- The City of Leander Public Arts and Culture Commission periodically works in conjunction with the Library for the display of public art inside and outside of the Library. All displayed artwork will be patron and age appropriate. The Library does not have the resources to engage in a formal artwork selection process.
- The acceptance of artwork for temporary display will be based on the best judgment of the Public Art Commission as to its suitability for display in the Library building and its appeal to the local community.
- Original artwork displayed shall not have any prices attached; however, artists may provide their name and contact number.
- Formal exhibits of artwork will be subject to the guidelines of the City Public Arts Commission.
- Permanent works of art for Library property shall be acquired according to the provisions in the City Code for Art in Public Places.

INTERNET USE

Users of the Public Access Computers must agree to comply with the Leander Public Library's Internet Use Policy.

Introduction:

The purpose of making Internet access available in the Leander Public Library is to enhance the Library's current collection and to include access to resources from around the state, nation and the world.

Disclaimer:

The Library only assumes responsibility for the information provided on the Library's website. Leander Public Library does not monitor and does not have control over the information accessed from the Internet. The Internet offers access to many valuable sources of information; however, not all sources on the Internet provide accurate, reliable, or current information. As with printed resources, the user should evaluate the content and validity of information found. Restriction of a child's access to the Internet is the responsibility of the parent or guardian; the Library does not have the right or responsibility to act in *loco parentis*. Leander Public Library expressly disclaims any liability or responsibility arising from access to or use of information obtained through its electronic information systems, or any consequences thereof.

Use of the Internet:

The City of Leander utilizes firewalls that block sites and services which may pose an information security threat to the confidentiality, integrity, or availability of any City of Leander information technology system, network, or service. The city may block access to sites which violate federal or state law, including copyright infringement. This filtering system also screens out sites which may reasonably be construed as obscene, child pornography or harmful to minors. However, any filtering software may not block all material customers may find offensive. As with other Library materials, restriction of a child's access to the Internet is the responsibility of the parent/legal guardian. Parents have the sole responsibility of supervising their child's Internet activity. Children aged 8 and under may only use an Internet terminal when accompanied by a parent.

Limitations:

Library staff cannot provide in-depth training for Internet use and is limited to helping with basic searching and printing tasks. The Library may periodically offer computer classes and patrons who need to improve their computer skills are encouraged to attend.

Customer Responsibilities:

By using a Library workstation/computer, the customer acknowledges that he/she has read and agrees to comply with these policies, the customer releases and indemnifies the City of Leander from any liability for damages associated with the customer's use of the workstation/computer or the Internet and that such use is at the customer's own risk.

Customers shall promptly pay for all pages the customer prints.

Customers may not:

- Access websites not suitable for display in a public area. Such sites include but are not limited to those which include graphic depictions of sex, nudity, or violence. Customers viewing such images will be asked to exit the website. If the behavior persists, the customer will be logged off the computer for the day. A repeat offense will cause the customer to lose Internet privileges for six months.
- Damage, tamper with, or destroy equipment, software or data belonging to the Library, including adding, altering or deleting files on Library workstation hard drives or other Library equipment.
- Violate computer system integrity, including attempts to bypass security functions, obtain passwords, or alter the configuration of Library workstations in any way.
- Obstruct other peoples' work by consuming unreasonably large amounts of bandwidth or system resources or by deliberately crashing any Library computer system.
- Use any Library workstation for any illegal or criminal purpose.
- Violate copyright laws or software licensing agreements in their use of Library workstations.
- Use the Internet to harass others or engage in any activity which is deliberately and maliciously offensive, libelous, or slanderous.
- Install or download any software.
- Have more than one active Library login ID registered in the use database, share a login ID with another person or use another customer's login ID.

The customer is financially responsible for any damage the customer may cause to the Library's workstations/computers, whether physically or by use of damaged or virus infected software or by any other means.

Failure to comply with this Internet Use Policy may result in a suspension of Internet privileges. After one warning and a subsequent infraction, the user will have his/her account suspended for six months. Any user with a suspended account who wishes to

reinstate their Internet privileges must obtain the express authorization from Library staff. Policy violation after reinstatement may result in permanent loss of library privileges.

LEANDER PUBLIC LIBRARY ANNEX MEETING ROOM

The Leander Public Library welcomes public use of the annex meeting room in keeping with the Library mission “to provide open access to information and to promote literacy, love of reading and lifelong learning opportunities for all members of the community.” Use of the room by an individual or group signifies acceptance of the terms of this policy.

GENERAL GUIDELINES

The annex meeting room at the Leander Public Library is designed to meet general informational, educational and civic needs including, but not limited to activities such as discussion groups, lectures, seminars, exhibits, music, displays, and films. Use of the annex meeting room does not constitute a City of Leander endorsement of viewpoints expressed by participants in the program.

The City of Leander; Leander Parks and Recreation and the Leander Public Library Annex Room usage will have first priority for use. These include programs and activities open to the public; as well as staff meetings, training sessions and other invitation-only uses that may not be open to the public. Each of the Departments have discretion to charge entrance fees, class fees or allow fundraising for City sponsored programs. Examples are: Local, State and National elections; Boards and Commission meetings; City Employee Health Screenings; etc.

The annex meeting room seats up to 150 people stadium style and 75 people with tables and chairs. Public reservations requests for the use of the annex room may be made through email, by phone, or in person through a rental agreement between 15 - 90 days in advance of events that will be held during the library’s regular hours of operation. Reservation requests for time outside of the library’s regular hours must be made a minimum of 45 - 90 days in advance. All reservations must be approved by the Library Director and the Director of Parks and Recreation before they are accepted and confirmed. Requests are honored on a first-come, first-served basis upon receipt of rental fee and security deposit.

The following guidelines apply to all rental activities.

- Renters must be 18 years or older.
- Rental fees are per hour.
- Reservations must be paid in full at the time they are made. Reservations must include set-up and clean-up time. The payment includes the rental fee and security deposit. The individual making the reservation will be held responsible for any damages or clean-up costs that may occur as a result of the use of the facility.
- Multiple reservations may be made within the 90-day time frame. The Library reserves the right to limit the number of meetings held by any one applicant, group, or organization in order to ensure equitable space availability.
- Room rental includes the use of tables, chairs and trash receptacles. Use of the kitchenette is available for additional fee. Renters must provide any utensils, dishes, paper products, extension cords, cleaning supplies, etc. that may be needed.

- The City/Library does not provide staff to set up or arrange the furniture. Room setup is the sole responsibility of the renter.
- Participation in annex meeting room activities must be free from discrimination on the basis of race, religion, ethnicity, gender, disability, and age.
- Smoking and alcoholic beverages are not permitted.
- The annex meeting room should be left as it is found. Furniture should be returned to the original arrangement, walls must be free of any markings, and all trash should be removed. Failure to do so may result in a deduction from the security deposit.
- All trash resulting from the rental must be removed and placed in the trash receptacle provided. Personal furniture or equipment may be brought in with prior approval, and arrangements should be made at scheduling time. To ensure easy removal of equipment after the meeting, renters must notify staff when the equipment is brought into the building. Equipment, supplies, or personal effects cannot be stored or left in the meeting room before or after use.
- Building exits must be kept unlocked at all times and open aisles must be maintained within the seating arrangement to provide clear access to exits.
- Public entrances are to be used for entrance and exit from the building, and for all deliveries.
- Announcements or notices publicizing an activity cannot be posted or distributed on Library property and cannot imply the City of Leander, the City's Library or Parks and Recreation sponsorship without prior approval from the Library Director and Parks and Recreation Director.
- Attendance is limited to the capacity of the room. Seating and/or supplemental furniture are not allowed in corridors outside of the room.
- The City reserves the right to have a staff member present at each scheduled meeting or event.
- A State issued photo I.D. is required to verify the identity of the renter on the day of the rental and all inquiries concerning the reservation will be referred to the person who signed the application.
- The City/Library is not responsible for providing security for the applicant, group, organization, or their attendees. Each group is responsible for its own security needs.
- Future use of the meeting room may be denied to individuals/groups that fail to comply with meeting room use policy, if the facility is damaged, or if the individual/group causes a disturbance.
- City and/or Library needs may preempt any other scheduled events in which case any fees will be refunded.

CANCELLATIONS/REFUNDS

Cancellations must be made fourteen (14) days prior to the event to receive a full refund.

Cancellations made less than fourteen (14) days prior to the event will be refunded the deposit

only. No-shows will forfeit the rental fee. Cancellation notification may be made through email, by phone, or in person.

Questions not addressed in this policy should be directed to the Library and/or the Parks & Recreation Department.

FEE SCHEDULE

Please refer to Sec. A1.006 of the City of Leander Code of Ordinances or the Leander Parks & Recreation Department User Fee Policy on file in the Office of the City Secretary.

LIBRARY CARDS

The Leander Public Library respects the privacy of users. Information that is gathered from users is limited to that which is needed to operate the Library and, and to the extent allowed by law, is kept confidential. The Library does not monitor items checked out. The Library abides by Texas Government Code 552.124.

Library cards are issued free of charge to adults (age 18 and up) who live within the Leander corporate city limits. Photo ID and proof of residence is required. Cards for children birth to age 17 require that parents/guardians/caregivers provide their information and are designated the responsible party for children's library materials and any associated fines. Those who do not live within the Leander corporate city limits must pay an annual non-resident fee of \$15.00 for an individual card and \$25.00 for family cards. Those wanting only to use the public access computers can be issued a guest pass.

A cardholder 18 years of age or older who has had a Leander Public Library card for at least one month and whose account allows for and is in good standing (no fines or overdue items) may request a TexShare card which can be used to check out items at most other Texas libraries. TexShare users must abide by all policies of the lending library and return all items to the library from which they are borrowed. TexShare cards, as with library cards, must be renewed annually. TexShare cardholders from other libraries can get a free Leander Public Library card by showing the TexShare card and photo identification with current address. TexShare cardholders must return books checked out at Leander Public Library to Leander Public Library or they may be charged late or lost fees. TexShare users may not request interlibrary loans.

Receipt of a Leander Public Library Card establishes agreement to the following:

- A library card is required to check out items.
- Cardholder accepts responsibility for returning items by the due date.
- Courtesy email, calls, or text reminders are not guaranteed.
- Cardholder complies with Customer Code of Conduct, Internet Use Policy and other applicable Library Policies.
- The Library is not responsible for any damage to audio-visual equipment that may occur during use of Library materials.
- Cardholder will inform the Library of any changes in contact information.
- Cards are renewed annually, and cardholder contact information verified.
- Children's cards (for those 17 and under) must be renewed by the responsible party.
- Renewal of a library card requires payment of fines of \$10 or more and return of overdue items.

- Falsifying information will result in termination of privileges.

Borrowing Privileges and Responsibilities:

- Library materials are expected to be used in the manner that is intended and appropriate.
- Up to 35 items in any combination may be checked out per card.
- Check out periods: New books – 21 days, no renewals. All other items – 21 days, 2 renewals.
- Items will automatically renew 2 times, unless the item is designated as new, or the item is on hold for another patron.
- Overdue fines: \$.10 per day for all items. Maximum fine for returned item - \$5.00. Fine for unreturned (lost) item – replacement cost plus \$6.00 processing fee.
- All identifying labels must remain on/with Library materials.
- Library items may not be written on or otherwise defaced in any way. Items returned defaced or missing book jackets, barcodes, spine labels, RFID tags, or other identifying labels are subject to a \$1.00 fine per violation.
- An interlibrary loan may be requested for items not contained in the Library's collection. A fee of \$2.50 per title/volume to cover processing costs is charged for all interlibrary loans received at the library whether the item is picked up or not. Interlibrary loans are generally checked out for 21 days and may not be renewed. Customers must review and accept the Interlibrary Loan Policy.
- Fines of \$10.00 or more will prohibit public computer usage and additional materials from being checked out.
- The Library's catalog can be accessed online at <https://leandertx.tlcdelivers.com/>.

Public Computer Usage:

- Users must accept the Internet Access Policy agreement at the beginning of each computer session. Parents must read and sign the Internet Access Policy for their children. Children under age 8 must use the Internet with a parent/guardian/caregiver.
- Should a user forget his or her library card, the library card number will be provided by showing photo identification.
- All pages printed must be paid for regardless of content. Use the print preview feature to avoid printing unwanted pages. Please verify the type of print you want (color or black and white) prior to sending a document to the printer. Printed materials will not be released until all fees have been paid.

- Anyone engaging in inappropriate viewing or behavior will be asked to discontinue any such activities. Refusal will result in suspension of computer privileges for 24 hours. Continued inappropriate behavior will result in termination of privileges.

These policies will be enforced without exception.

LIBRARY MATERIALS SELECTION

1. STATEMENT OF PURPOSE

In accordance with its mission, the Leander Public Library (LPL) assumes the responsibility for providing materials for its community for these reasons:

- a. To promote the love of reading.
- b. To provide materials for education, information and recreation/leisure that will enrich and support the varied interests, abilities, and maturity levels of the children, youth, and adults for whom they are selected.
- c. To provide materials for children, youth, and adults that will stimulate growth in literary appreciation, in aesthetic values, in ethical standards, and in factual knowledge.
- d. To provide a background of information that will enable children, youth and adults, as citizens, to make intelligent choices.
- e. To provide materials representing all sides of viewpoints that as citizens we may develop logical, critical thinking, and evaluation.
- f. To provide materials which are representative of the many religious, ethnic, and cultural groups and their contribution to our American heritage.
- g. The Library assumes the responsibility for collecting in depth in certain subject areas as specified in collection development statements. These areas may be subject to modification.
- h. The Library supports intellectual freedom and has adopted the following statements as policy: The American Library Association's Library Bill of Rights, The American Library Association's Freedom to Read Statement, and The Freedom to View Statement of the American Film and Video Association.
- i. To promote quality Library services through the Texas Public Library Standards.

2. THE MATERIALS SELECTION POLICY SHALL SERVE THE FOLLOWING PURPOSES:

- a. To further the mission, goals and functions of the Leander City Library
- b. To guide the Library Director and other library staff in the selection of materials
- c. To ensure quality, diversity and relevance of materials of the collection
- d. To inform the citizens about the selection guidelines
- e. To meet the Texas Public Library Standards

3. GOALS

The Leander Public Library shall strive toward the following goals:

- a. To accumulate and promote a robust collection of informative, educational and recreational materials within its budget framework in order and enrich personal lives.

- b. To serve the community as a center of reliable, up-to-date information
- c. To promote and to encourage life-long learning and reading for citizens of all ages.

4. CRITERIA FOR SELECTION OR WITHDRAWAL OF LIBRARY MATERIALS

Librarians apply their judgment and experience in selecting materials according to the criteria listed below. Selection is an inclusive process, in which librarians seek materials providing a broad range of viewpoints and subject matter. Because an item is selected does not mean an item is endorsed or promoted by the librarian nor the City of Leander.

All criteria may not apply to each item, but each item, regardless of format, should be evaluated in terms of the criteria listed below.

Selection, duplication, replacement and withdrawal of library materials shall be influenced by:

- The Library's mission: The Leander Public Library is to be a welcoming gathering space for the cultural and civic life of our growing community, one that fosters diversity and inclusiveness and provides useful resources to enrich formal and self-directed learning and leisure activities.
- Relevance of subject matter to the Library's collection
- Noted or awarded literary, artistic, political, social, or scientific value.
- Current and historical significance
- The attention of critics and reviews
- Readability or potential for circulation
- Available space
- Available budget
- Value of the resource in relation to its cost
- Usefulness and appeal
- Appropriateness of format, content, and style (including size & binding)
- Reputation, popularity, or significance of the author, publisher, performer, producer, or the material itself
- Relation to other material in the collection
- Popular demand or local interest
- Availability through Interlibrary Loan, the Internet, or in other area libraries
- Accessibility online
- Currency and accuracy of the material
- Anticipated long-term use.
- Professional judgment
- Cost and durability of format
- Customer requests

5. RESPONSIBILITY AND AUTHORITY

- a. At the beginning of each fiscal year (October 1), the Library Director, along with Departmental staff and appropriate Advisory Board will determine how designated funds will be allocated among the areas of the collection. The informational, educational, and recreational needs of the community will be the first priority when considering selection of materials.
- b. Materials selection will be based on positive reviews in professional journals or actual examination and evaluation of materials. Selection aids include but are not limited to Kirkus Reviews, Booklist, Library Journal, Amazon, and American Library Association bibliographies. Suggestions from the community for items to be considered are strongly encouraged and may be made by filling out a book request form, but materials must meet selection criteria.
- c. General areas of the collection include adult fiction and non-fiction, children and young adult fiction and non-fiction, Spanish language materials, audiobooks, films, recorded music, magazines, and electronic resources (databases, e-books, e-audiobooks, e-magazines). Other areas may be added as demand and budget warrant.
- d. Final responsibility and authority for materials selection rests with the Library Director who operates with a framework of standards set by the Texas State Library and Archives Commission, American Library Association, Texas Library Association, and policies established by the City of Leander, Texas. The Director may delegate selection for some areas of the collection to other staff.
- e. The Library subscribes to the principles of the American Library Association's Library Bill of Rights, Freedom to Read Statement, Diversity of Collection Development, and Free Access to Libraries for Minors, as well as the Texas Library Association's Intellectual Freedom Statement. Selection does not imply agreement with or approval of content, viewpoint, implication, or expression of material.
- f. Access to the collection is freely available to all. The Library recognizes that some materials are controversial and that any given item may offend some patrons. Responsibility for the information children encounter rests with their parents and legal guardians. Selection will not be inhibited by the possibility that materials may inadvertently come into the possession of children. Selections will be made on the merits of the work in relation to the collection and interest of the community.
- g. The Library does not attempt to acquire textbooks.
- h. Multiple copies of popular books may be purchased to meet demand.

- i. Regardless of an item's popularity, the Library may choose not to select it due to budgetary, space, or reasonable use limitations.
- j. Items more than 3 years old will be added to the collection so long as they meet the above criteria and add value to the collection.
- k. The library will attempt to provide information in a variety of formats when available. Video and audio recordings will be selected to meet general interests or historical perspective.
- l. Specific materials unavailable in the collection may be acquired for individual patrons through interlibrary loan; materials frequently requested through interlibrary loan may be added to the collection.
- m. The following formats of materials will be selected according to the aforementioned criteria as budget and need allow: 
 - Books
 - Large print books
 - Audiobooks on CD and Playaway devices
 - Films on DVD
 - Magazines
 - Electronic/downloadable formats
 - Other formats as available

6. MAINTENANCE OF THE COLLECTION

To maintain timely, relevant, and useful resources for the community, the collection will be periodically examined for the purpose of weeding materials. Materials that no longer fit the stated service roles of the Library will be withdrawn from the collection. These materials may include items that are damaged, contain obsolete information, or are no longer used. Decisions will be based on accepted professional practice, such as those described in the Texas State Library and Archives Commission's *CREW: A Weeding Manual for Modern Libraries*, and the professional judgment of the Library Director or designated specialist.

Items withdrawn from the collection may be disposed of, donated to the Leander Library Used Book Store, gathered for the Leander Public Library book sales, donated to other agencies, or otherwise discarded at the discretion of the Library Director. Lost or damaged materials will be replaced on an individual basis determined by the demand, use, and/or need for a specific item. Storage space is limited; therefore, only materials deemed of useful, relevant, or historical value by the Library Director will be stored in the library.

7. STATEMENT ABOUT THE REQUEST FOR THE WITHDRAWAL/RECONSIDERATION OF A SPECIFIC TITLE IN THE LIBRARY COLLECTION

The Leander Public Library welcomes comments and suggestions regarding the continued appropriateness of materials in the collection, especially concerning outdated materials. Suggestions will be considered and utilized by the Library in the ongoing process of collection development.

Individuals may take issue with library materials that do not support their tastes and views. Staff is available to discuss concerns and identify alternate materials that may be available. If a patron's concern is not satisfied through discussion with staff, a Request for Reconsideration of Library Materials form may be submitted to the Library Director. Copies of this form are available at the circulation desk.

- a. Once a title has been accepted as qualifying under the selection policies and rules of the Library, it will not be removed at the request of those who disagree with it unless it can be shown to be in violation of these policies.
- b. In no instance will material be removed on demand. Materials are evaluated as a whole and not on the basis of a particular passage. An item will not be excluded because it presents an aspect of life honestly or with frank expression.
- c. The request for withdrawal/reconsideration will be given to a review committee including the Library Director, and a staff member. The Library Director will respond, in writing within thirty days of receipt, to the patron's request for reconsideration. The response will indicate the action to be taken and reasons for or against the request. An item will be evaluated for reconsideration only once in a twelve-month period.
- d. In order to have a request considered, the customer must:
 - Be a resident borrower in good standing with the Leander Public Library
 - File a completed Request for Reconsideration of Library Materials form with the Library Director
 - Supply full name and address. Anonymous complaints will not be considered.

8. SUGGESTIONS FOR PURCHASE

Library customers may recommend items for purchase by using the "Suggest a Title" form. The Library welcomes your suggestions and gives them serious consideration. However, because of cost considerations, we are unable to notify customers about decisions made regarding specific titles. Customers are encouraged to check the catalog periodically or make an Interlibrary Loan request to obtain the materials, particularly older titles. Consulting with a librarian prior to making a purchase suggestion is always recommended. Librarians may be able to help you find either the exact titles that you want or related titles that may be of interest.

9. GIFT MATERIALS AND DONATIONS

Gifts and donations to the Leander Public Library, in the form of materials, money, or memorials donated in honor of an individual, are welcome. The Library will acknowledge receipt of the donated items on request but is unable to set fair market or appraisal values. It is recommended that the donor make a list of items donated.

Donated items will not be returned to the donor. Donations of equipment, real estate, stock, artifacts, works of art, collections, etc., will be referred to the Leander Library Foundation and acceptance based on their suitability to the purposes and needs of the Library, laws and regulations that govern the ownership of the gift, and the Foundation's ability to cover any insurance and maintenance costs associated with the donation.

The same principles of selection that are applied to purchases apply to gifts. This means:

- The Library is not obligated to accept gifts deemed unsuitable by the Library Director or designated staff.
- Once donated, materials become the property of the Leander Public Library
- Donated items may or may not be added to the Library's collection at the discretion of the Library staff.
- The Library reserves the right to decide the conditions of display, housing, and access to the materials.
- When gift materials are deemed no longer useful, they will be discarded at the Library Director's discretion.

10. REPLACEMENT OF MATERIALS

Damaged, lost or weeded materials should be reviewed to see if they can be replaced by the same title (if it continues to be of value), or by a later edition of the same title, or by better titles on the same subject.

11. POLICY REVIEW AND REVISION

This policy will be reviewed annually to ensure that it remains a useful tool for meeting the needs of the community, mission and goals of the Leander Public Library.

City of Leander Public Library
Request for Reconsideration of Materials

Request initiated by: _____
Name _____
Address _____
City and Zip _____ Phone _____
Email Address _____
Leander Public Library Customer Card Number _____

Material questioned:

Type of material: _____ book _____ audiobook _____ video _____ other _____
Please specify.

Title: _____

Author or creator: _____ Date of publication: _____

1. Have you read or seen this material in its entirety? _____
If not, what parts have you read or seen: _____

2. To what do you object? (Please be specific; cite pages or specific scenes. Use the back if necessary): _____

3. What do you believe is the main idea of this material?: _____

4. What reviews of this material have you read: _____

5. In your judgement, what is the value of the material?: _____

6. In its place, what material would you recommend that would convey a comparable picture of and/or perspective on the subject? _____

Signature of Complainant _____ Date _____

Received by _____ Date _____

You will receive a response to your request within thirty (30) days.

City of Leander Public Library
1011 S. Bagdad Road, Leander, TX 78641

Gift Receipt Form

Date: _____

To: _____

Gifts of materials are accepted by the Leander Public Library with the understanding that they become the sole property of the Library and may or may not be added to the Library's collection. The decision to include gift materials will be based on whether the materials meet the Library's standards of materials selection.

The Library cannot make a dollar evaluation of gifts. The Library recommends that you (the donor) make a list of materials donated and a Library staff member will verify the list at the time of donation.

This letter serves as acknowledgement of receipt of _____ used
books/media/other _____
_____ donated to
the Leander Public Library.
(Please specify the items)

Thank you,

Peggy Parrish
Library Director

Donor's Name

Donor's Address

City, State, Zip

American Library Association's Library Bill of Rights

The American Library Association affirms that all libraries are forums for information and ideas, and that the following basic policies should guide their services.

- I. Books and other library resources should be provided for the interest, information, and enlightenment of all people of the community the library serves. Materials should not be excluded because of the origin, background, or views of those contributing to their creation.
- II. Libraries should provide materials and information presenting all points of view on current and historical issues. Materials should not be proscribed or removed because of partisan or doctrinal disapproval.
- III. Libraries should challenge censorship in the fulfillment of their responsibility to provide information and enlightenment.
- IV. Libraries should cooperate with all persons and groups concerned with resisting abridgment of free expression and free access to ideas.
- V. A person's right to use a library should not be denied or abridged because of origin, age, background, or views.
- VI. Libraries which make exhibit spaces and meeting rooms available to the public they serve should make such facilities available on an equitable basis, regardless of the beliefs or affiliations of individuals or groups requesting their use.

Adopted: June 18, 1948.

Amended: February 2, 1961, and January 23,
1980, inclusion of "age"

Reaffirmed January 23, 1996, by the ALA Council.

American Library Association's The Freedom to Read Statement

The freedom to read is essential to our democracy. It is continuously under attack. Private groups and public authorities in various parts of the country are working to remove or limit access to reading materials, to censor content in schools, to label “controversial” views, to distribute lists of “objectionable” books or authors, and to purge libraries. These actions apparently rise from a view that our national tradition of free expression is no longer valid; that censorship and suppression are needed to avoid the subversion of politics and the corruption of morals. We, as citizens devoted to reading and as librarians and publishers responsible for disseminating ideas, wish to assert the public interest in the preservation of the freedom to read.

Most attempts at suppression rest on a denial of the fundamental premise of democracy: that the ordinary citizen, by exercising critical judgment, will accept the good and reject the bad. The censors, public and private, assume that they should determine what is good and what is bad for their fellow citizens.

We trust Americans to recognize propaganda and misinformation, and to make their own decisions about what they read and believe. We do not believe they need the help of censors to assist them in this task. We do not believe they are prepared to sacrifice their heritage of a free press in order to be “protected” against what others think may be bad for them. We believe they still favor free enterprise in ideas and expression.

These efforts at suppression are related to a larger pattern of pressures being brought against education, the press, art and images, films, broadcast media, and the Internet. The problem is not only one of actual censorship. The shadow of fear cast by these pressures leads, we suspect, to an even larger voluntary curtailment of expression by those who seek to avoid controversy.

Such pressure toward conformity is perhaps natural to a time of accelerated change. And yet suppression is never more dangerous than in such a time of social tension. Freedom has given the United States the elasticity to endure strain. Freedom keeps open the path of novel and creative solutions and enables change to come by choice. Every silencing of a heresy, every enforcement of an orthodoxy, diminishes the toughness and resilience of our society and leaves it the less able to deal with controversy and difference.

Now as always in our history, reading is among our greatest freedoms. The freedom to read and write is almost the only means for making generally available ideas or manners of expression that can initially command only a small audience. The written word is the natural medium for the new idea and the untried voice from which come the original contributions to social growth. It is essential to the extended discussion that serious thought requires, and to the accumulation of knowledge and ideas into organized collections.

We believe that free communication is essential to the preservation of a free society and a creative culture. We believe that these pressures toward conformity present the danger of limiting the range and variety of inquiry and expression on which our democracy and our culture depend. We believe that every American community must jealously guard the freedom to publish and to circulate, in order to preserve its own freedom to read.

We believe that publishers and librarians have a profound responsibility to give validity to

that freedom to read by making it possible for the readers to choose freely from a variety of offerings. The freedom to read is guaranteed by the Constitution. Those with faith in free people will stand firm on these constitutional guarantees of essential rights and will exercise the responsibilities that accompany these rights.

We therefore affirm these propositions:

1. *It is in the public interest for publishers and librarians to make available the widest diversity of views and expressions, including those that are unorthodox or unpopular with the majority.*

Creative thought is by definition new, and what is new is different. The bearer of every new thought is a rebel until that idea is refined and tested. Totalitarian systems attempt to maintain themselves in power by the ruthless suppression of any concept that challenges the established orthodoxy. The power of a democratic system to adapt to change is vastly strengthened by the freedom of its citizens to choose widely from among conflicting opinions offered freely to them. To stifle every nonconformist idea at birth would mark the end of the democratic process. Furthermore, only through the constant activity of weighing and selecting can the democratic mind attain the strength demanded by times like these. We need to know not only what we believe but why we believe it.

2. *Publishers, librarians, and booksellers do not need to endorse every idea or presentation they make available. It would conflict with the public interest for them to establish their own political, moral, or aesthetic views as a standard for determining what should be published or circulated.*

Publishers and librarians serve the educational process by helping to make available knowledge and ideas required for the growth of the mind and the increase of learning. They do not foster education by imposing as mentors the patterns of their own thought. The people should have the freedom to read and consider a broader range of ideas than those that may be held by any single librarian or publisher or government or church. It is wrong that what one can read should be confined to what another thinks proper.

3. *It is contrary to the public interest for publishers or librarians to bar access to writings on the basis of the personal history or political affiliations of the author.*

No art or literature can flourish if it is to be measured by the political views or private lives of its creators. No society of free people can flourish that draws up lists of writers to whom it will not listen, whatever they may have to say.

4. *There is no place in our society for efforts to coerce the taste of others, to confine adults to the reading matter deemed suitable for adolescents, or to inhibit the efforts of writers to achieve artistic expression.*

To some, much of modern expression is shocking. But is not much of life itself shocking? We cut off literature at the source if we prevent writers from dealing with the stuff of life. Parents and teachers have a responsibility to prepare the young to meet the diversity of experiences in life to which they will be exposed, as they have a responsibility to help them learn to think critically for themselves. These are affirmative responsibilities, not to be discharged simply by preventing them from reading works for which they are not yet prepared. In these matters values differ, and

values cannot be legislated; nor can machinery be devised that will suit the demands of one group without limiting the freedom of others.

5. *It is not in the public interest to force a reader to accept with any expression the prejudgment of a label characterizing it or its author as subversive or dangerous.*

The ideal of labeling presupposes the existence of individuals or groups with wisdom to determine by authority what is good or bad for the citizen. It presupposes that individuals must be directed in making up their minds about the ideas they examine. But Americans do not need others to do their thinking for them.

6. *It is the responsibility of publishers and librarians, as guardians of the people's freedom to read, to contest encroachments upon that freedom by individuals or groups seeking to impose their own standards or tastes upon the community at large.*

It is inevitable in the give and take of the democratic process that the political, the moral, or the aesthetic concepts of an individual or group will occasionally collide with those of another individual or group. In a free society individuals are free to determine for themselves what they wish to read, and each group is free to determine what it will recommend to its freely associated members. But no group has the right to take the law into its own hands, and to impose its own concept of politics or morality upon other members of a democratic society. Freedom is no freedom if it is accorded only to the accepted and the inoffensive.

7. *It is the responsibility of publishers and librarians to give full meaning to the freedom to read by providing books that enrich the quality and diversity of thought and expression. By the exercise of this affirmative responsibility, they can demonstrate that the answer to a "bad" book is a good one, the answer to a "bad" idea is a good one.*

The freedom to read is of little consequence when the reader cannot obtain matter fit for that reader's purpose. What is needed is not only the absence of restraint, but the positive provision of opportunity for the people to read the best that has been thought and said.

Books are the major channel by which the intellectual inheritance is handed down, and the principal means of its testing and growth. The defense of the freedom to read requires of all publishers and librarians the utmost of their faculties, and deserves of all citizens the fullest of their support.

We state these propositions neither lightly nor as easy generalizations. We here stake out a lofty claim for the value of the written word. We do so because we believe that it is possessed of enormous variety and usefulness, worthy of cherishing and keeping free. We realize that the application of these propositions may mean the dissemination of ideas and manners of expression that are repugnant to many persons. We do not state these propositions in the comfortable belief that what people read is unimportant.

We believe rather that what people read is deeply important; that ideas can be dangerous; but that the suppression of ideas is fatal to a democratic society. Freedom itself is a dangerous way of life, but it is ours.

This statement was originally issued in May of 1953 by the Westchester Conference of the American Library Association and the American Book Publishers Council, which in 1970 consolidated with the American Educational Publishers Institute to become the Association of American Publishers.

Adopted June 25, 1953; revised January 28, 1972, January 16, 1991, July 12, 2000, by the ALA Council and the AAP Freedom to Read Committee.

Diversity in Collection Development: An Interpretation of the Library Bill of Rights

Throughout history, the focus of censorship has fluctuated from generation to generation. Books and other materials have not been selected or have been removed from library collections for many reasons, among which are prejudicial language and ideas, political content, economic theory, social philosophies, religious beliefs, sexual forms of expression, and other topics of a potentially controversial nature.

Some examples of censorship may include removing or not selecting materials because they are considered by some as racist or sexist; not purchasing conservative religious materials; not selecting materials about or by minorities because it is thought these groups or interests are not represented in a community; or not providing information on or materials from non-mainstream political entities.

Librarians may seek to increase user awareness of materials on various social concerns by many means, including, but not limited to, issuing bibliographies and presenting exhibits and programs.

Librarians have a professional responsibility to be inclusive, not exclusive, in collection development and in the provision of interlibrary loan. Access to all materials legally obtainable should be assured to the user, and policies should not unjustly exclude materials even if they are offensive to the librarian or the user. Collection development should reflect the philosophy inherent in Article II of the *Library Bill of Rights*: Libraries should provide materials and information presenting all points of view on current and historical issues.

Materials should not be proscribed or removed because of partisan or doctrinal disapproval.” A balanced collection reflects a diversity of materials, not an equality of numbers. Collection development responsibilities include selecting materials in the languages in common use in the community which the library serves. Collection development and the selection of materials should be done according to professional standards and established selection and review procedures.

There are many complex facets to any issue, and variations of context in which issues may be expressed, discussed, or interpreted. Librarians have a professional responsibility to be fair, just, and equitable and to give all library users equal protection in guarding against violation of the library patron’s right to read, view, or listen to materials and resources protected by the First Amendment, no matter what the viewpoint of the author, creator, or selector. Librarians have an obligation to protect library collections from removal of materials based on personal bias or prejudice, and to select and support the access to materials on all subjects that meet, as closely as possible, the needs and interests of all persons in the community which the library serves.

This includes materials that reflect political, economic, religious, social, minority, and sexual issues. Intellectual freedom, the essence of equitable library services, provides for free access to all expressions of ideas through which any and all sides of a question, cause, or movement may be explored. Toleration is meaningless without tolerance for what some may consider detestable.

Librarians cannot justly permit their own preferences to limit their degree of tolerance in collection development, because freedom is indivisible.

Adopted July 14, 1982; amended January 10, 1990, by the ALA Council.

Free Access to Libraries for Minors: An Interpretation of the Library Bill of Rights

Library policies and procedures which effectively deny minors equal access to all library resources available to other users violate the *Library Bill of Rights*. The American Library Association opposes all attempts to restrict access to library services, materials, and facilities based on the age of library users.

Article V of the *Library Bill of Rights* states, “A person’s right to use a library should not be denied or abridged because of origin, age, background, or views.” The “right to use a library” includes free access to, and unrestricted use of, all the services, materials, and facilities the library has to offer. Every restriction on access to, and use of, library resources, based solely on the chronological age, educational level, or legal emancipation of users violates Article V. Libraries are charged with the mission of developing resources to meet the diverse information needs and interests of the communities they serve. Services, materials, and facilities which fulfill the needs and interests of library users at different stages in their personal development are a necessary part of library resources. The needs and interests of each library user, and resources appropriate to meet those needs and interests, must be determined on an individual basis.

Librarians cannot predict what resources will best fulfill the needs and interests of any individual user based on a single criterion such as chronological age, level of education, or legal emancipation.

The selection and development of library resources should not be diluted because of minors having the same access to library resources as adult users. Institutional self-censorship diminishes the credibility of the library in the community, and restricts access for all library users.

Librarians and governing bodies should not resort to age restrictions on access to library resources in an effort to avoid actual or anticipated objections from parents or anyone else. The mission, goals, and objectives of libraries do not authorize librarians or governing bodies to assume, abrogate, or overrule the rights and responsibilities of parents or legal guardians.

Librarians and governing bodies should maintain that parents—and only parents—have the right and the responsibility to restrict the access of their children—and only their children—to library resources. Parents or legal guardians who do not want their children to have access to certain library services, materials or facilities, should so advise their children. Librarians and governing bodies cannot assume the role of parents or the functions of parental authority in the private relationship between parent and child.

Librarians and governing bodies have a public and professional obligation to provide equal access to all library resources for all library users.

Librarians have a professional commitment to ensure that all members of the community they serve have free and equal access to the entire range of library resources regardless of content, approach, format, or amount of detail. This principle of library service applies equally to all users, minors as well as adults. Librarians and governing bodies must uphold this principle in order to provide adequate and effective service to minors.

Adopted June 30, 1972; amended July 1, 1981; July 3, 1991, by the ALA Council.

Freedom to View Statement

The FREEDOM TO VIEW, along with the freedom to speak, to hear, and to read, is protected by the First Amendment to the Constitution of the United States. In a free society, there is no place for censorship of any medium of expression. Therefore these principles are affirmed:

1. To provide the broadest access to film, video, and other audiovisual materials because they are a means for the communication of ideas. Liberty of circulation is essential to insure the constitutional guarantees of freedom of expression.
2. To protect the confidentiality of all individuals and institutions using film, video, and other audiovisual materials.
3. To provide film, video, and other audiovisual materials which represent a diversity of views and expression. Selection of a work does not constitute or imply agreement with or approval of the content.
4. To provide a diversity of viewpoints without the constraint of labeling or prejudging film, video, or other audiovisual materials on the basis of the moral, religious, or political beliefs of the producer or filmmaker or on the basis of controversial content.
5. To contest vigorously, by all lawful means, every encroachment upon the public's freedom to view.

This statement was originally drafted by the Freedom to View Committee of the American Film and Video Association (formerly the Educational Film Library Association) and was adopted by the AFVA Board of Directors in February 1979. This statement was updated and approved by the AFVA Board of Directors in 1989.

The Texas Library Association Intellectual Freedom Statement

A. PREAMBLE

The Texas Library Association holds that the freedom to read is a corollary of the constitutional guarantee of freedom of the press. Freedom of choice in selecting materials is a necessary safeguard to the freedom to read, and shall be protected against extra-legal, irresponsible attempts by self-appointed censors to abridge it. The Association believes that citizens shall have the right of free inquiry and the equally important right of forming their own opinions, and that it is of the utmost importance to the continued existence of democracy that freedom of the press in all forms of public communication be defended and preserved. The Texas Library Association subscribes in full to the principles set forth in the LIBRARY BILL OF RIGHTS of the American Library Association, Freedom to Read Statement, and interpretative statements adopted thereto.

B. AREAS OF CONCERN

1. **LEGISLATION.** The Texas Library Association is concerned with legislation at the federal, state, local and school district level which tends to strengthen the position of libraries and other media of communication as instruments of knowledge and culture in a free society. The Association is also concerned with monitoring proposed legislation at the federal, state, local and school district level which might restrict, prejudice or otherwise interfere with the selection, acquisition, or other professional activities of libraries, as expressed in the American Library Association's LIBRARY BILL OF RIGHTS and the Freedom to Read Statement.

The Intellectual Freedom Committee works with the Legislative Committee to watch proposed legislation, at the various levels, which would restrict or interfere with the selection, acquisition, or other professional activities of libraries.

2. **INTERFERENCE.** The Association is concerned with the proposed or actual restrictions imposed by individuals, voluntary committees, or administrative authority on library materials or on the selection judgment, or on the procedures or practices of librarians. The Intellectual Freedom Committee attempts to eliminate restrictions which are imposed on the use or selection of library materials or selection judgment or on the procedures or practices of librarians; receives requests for advice and assistance where freedom has been threatened or curtailed; and recommends action to the Executive Board where it appears necessary.
3. **MATERIALS SELECTION POLICY.** The Texas Library Association believes that every library, in order to strengthen its own selection process, and to provide an objective basis for evaluation of that process, should develop a written official statement of policy for the selection of library materials. The Intellectual Freedom Committee encourages all libraries to develop a written statement of policy for the selection of library materials which

includes an endorsement of the LIBRARY BILL OF RIGHTS.

4. EDUCATION. The Texas Library Association is concerned with the continuing education of librarians and the general public in understanding and implementing the philosophy inherent in the LIBRARY BILL OF RIGHTS and the ALA Freedom to Read Statement.

The Intellectual Freedom Committee supports an active education program for librarians, trustees, and the general public.

5. LIAISON WITH OTHER ORGANIZATIONS. The Texas Library Association, in order to encourage a united front in defending the rights to read, shall cooperate with other organizations concerned with intellectual freedom. The Intellectual Freedom Committee advises on TLA positions and cooperates with other organizations.

Adopted September 15, 1972 by the TLA Council;
Reaffirmed April 7, 1995 by the TLA Council

LEANDER PUBLIC LIBRARY PROGRAM PRESENTER AGREEMENT

Today's Date: _____

Presenter:____ Address: _____

Dear (Presenter),

It is agreed between us, that _____(Presenter Name), hereinafter known as "Presenter" will create and present a Program titled: _____(Program Name) on _____ (Date) under the following terms and conditions:

1. Presenter hereby agrees to prepare and present a _____(Program Name) hereinafter known as the "Program."
2. Presenter will deliver to an audience at the Leander Public Library (hereinafter known as the "Library" the Program in form and content acceptable to the Library. The Program shall be delivered on: _____(Date and Time).
3. Presenter warrants and represents that all material in the Program prepared and submitted by Presenter hereunder will be original and will not infringe any copyright or contain any libelous material. You will indemnify and hold harmless the Library and its public officials and personnel from any claim, suit, damage, loss, or expense (including attorney's fees) arising out of any breach or any allegation which, if true, would constitute a breach of any of the foregoing warranties or representations.
4. Presenter is solely an independent contractor and not an agent, partner, or employee of the City. Presenter is not controlled or directed by the Library. Presenter is not entitled to any rights or benefits to which employees of the Library are entitled. Presenter will not be treated as an employee for federal tax purposes. Presenter has no authority to enter into contracts or agreements on behalf of the Library or bind or obligate in any manner whatsoever the Library. Any compensation provided to Presenter that is \$600 or above, shall require a W-9 to be presented to the Library.

5. Presenter shall provide the Library with a W-9, if required as set forth in Section 4 above. Depending on what the parties agree upon as set forth below, a check, payable to the Presenter will be either:

_____ Mailed to Presenter at the above address within 30 days after the event

_____ Handed to the Presenter on the day of the Program (provided an invoice is submitted at

least one week prior to the date of the event.)

6. Presenter represents that neither Presenter nor any of Presenter's employees (if any), who will be on Library property in connection with the Program has ever been convicted of, been adjudicated with regard to (including an adjudication of delinquent conduct), pled guilty to, or pled no contest to a criminal charge, or ever received probation or deferred adjudication for a criminal charge, except as follows:_____ . Prior to providing the Program under this Letter Agreement, Presenter agrees to provide the Library sufficient information for it to conduct a background check on Presenter and/or Presenter's employees who will be on the Library property in connection with the Program. If results of the criminal background check indicate that the Presenter or any of Presenter's employees has been convicted of any of the following offenses, such individual will NOT be considered for employment for the Program. If Presenter presents a "Program" more than one time during a twelve month period, Presenter will only be required to submit to one background check during such twelve month period; any new employees of Presenter during that twelve month period will be required to submit to one. Presenter shall provide the necessary information in sufficient time that the Library is able to secure the background check at least sixty (60) days prior to the Program presentation date.
- a. A felony or a misdemeanor classified as an offense against a person or family;
 - b. A felony or a misdemeanor classified as public indecency;
 - c. A felony or a misdemeanor violation of any law intended to control the possession or distribution of any controlled substance;
 - d. Any offense involving moral turpitude;
 - e. Any offense that indicate the individual is a registered sex offender or is to be registered in the Texas Sex Offender Registration Program; or
 - f. Any offense that would potentially put the City/Library at risk

7. Please Indicate What Type of Equipment You Need for your Program:
- ☐ Projector
 - ☐ Laptop
 - ☐ Speakers
 - ☐ Easel
 - ☐ Podium
 - ☐ Other _____
8. Please attach the following:
- A one paragraph bio
 - A one paragraph description of your program
 - A publicity photo
9. If Presenter is an author or performer, check here if you would like to sell and sign your books, CDs or DVDs after the event. (Please bring your own copies of the book, CD or DVD as well as change and a sign with the book's price, unless you have made other arrangements in advance.) Library policy requires five (5%) percent of all sales to be given to the Library Foundation.
10. Presenter may display business cards, brochures, or similar information for attendees to take, but neither business solicitation nor fundraising for nonprofits should be part of the program.
11. In the event that either the Library or the Presenter is unable to make, or must cancel the scheduled program, both the Library and the Presenter will make every effort to reschedule at a future, mutually convenient date and time. The Library shall be responsible for payment only for those authorized services performed by Presenter.
12. Please Check All that Apply
- ☐ Presenter agrees to allow the Library to take photos of and/or record this event and use them on their website and social networking pages.
 - ☐ Please do not take photos of the Program
 - ☐ Please do not record the Program
13. Presenter shall properly safeguard against any and all damage, loss, or injury, to persons or property that may arise, or be incurred in connection

with the Program without regard to whether or not Presenter or Presenter's employees (if any), or agents has been negligent. Presenter shall assume all responsibility for risks or casualties of every description, for any and all damage, loss or injury, to persons or property arising out of the Program; negligence or failure of Presenter to comply with this Letter Agreement; arising from action of the elements or from any unforeseen or unusual difficulty. PRESENTER AGREES TO BE SOLELY RESPONSIBLE FOR AND FURTHER AGREES TO RELEASE, HOLD HARMLESS, AND INDEMNIFY THE CITY, ITS OFFICERS, EMPLOYEES, AND AGENDA FROM AND AGAINST ANY LIABILITY, COSTS, CAUSES OF ACTION, OR DAMAGES, INCLUDING REASONABLE ATTORNEY FEES, ARISING OUT OF OR RELATED TO THE ACTS OR OMISSIONS OF CONTRACTOR, INCLUDING BY WAY OF EXAMPLE AND NOT IN LIMITATION, ANY INJURY TO THIRD PERSONS, PROPERTY DAMAGE OR THEFT.

14. Venue and Jurisdiction for this Letter Agreement lie in Williamson County, Texas.
15. This Letter Agreement may not be assigned by either party, in whole or in part, without the prior written consent of the other party. This Letter Agreement represents the entire agreement between the parties. Presenter has no right to use, and shall not use, the City's or Library's name or logo for advertising, publicity, or promotion without the prior written authorization of the City/Library.

Signature indicates that the presenter has read, understands and will adhere to the terms of this Letter Agreement, including consenting and authorizing the Library, by and through the City, to conduct the background check as set forth herein.

I, as the Presenter named above, have been notified that a computerized criminal history verification check will be performed and I agree to such check and I agree to release, indemnify and hold harmless the City and any agency used with regard to obtaining the information. I acknowledge that a facsimile, copy or electronic version of this form shall be as valid as the original.

Presenter Signature: _____ Date:

City of Leander Public

Library Representative: _____ Date: _____

Return to:

Director, Leander Public Library

LIBRARY USE RULES

- 1. Purpose.** The Leander Public Library is supported by the taxes of the people of Leander who expect each of our facilities to be clean, comfortable, and safe. The Library is intended for reading, studying, writing and listening to written or electronically transmitted materials, and attending Library or community sponsored programs and meetings. To this end, the Library has established these rules to protect the rights and safety of Library customers, staff and volunteers, and to help preserve and protect the Library's materials, equipment, facilities, and grounds.

- 2. Definitions.**

- (A) Except as provided, words and phrases in these rules mean what the words and phrases mean in the City Code.
- (B) In these rules:
 - (1) "customer" means a person, other than an on-duty member of the library staff, who is present in the library, using the library, or borrowing library materials;
 - (2) "director" means the director of the Library Department or the director's designee;
 - (3) "library" means any building or facility of the Leander Public Library, including the entrance ways and adjacent lawns, landscaping, and parking areas.
 - (4) "staff member" means a City employee, contractor, or volunteer working in the library, and includes security personnel;
 - (5) "user" means a customer using a workstation; and
 - (6) "workstation" means a public-access computer and the adjacent space.
 - (7) "parent/guardian" includes caregivers, relatives, teachers, etc.

- 3. General Expectations.**

- (A) A staff member may not modify or waive the policies stated in these rules.
- (B) A customer must abide by the standards of behavior set forth in these rules. These rules identify prohibited behavior for Library customers, with consideration of the situation and age-appropriateness.
- (C) A staff member must report criminal activity that occurs in the Library to an appropriate law enforcement officer.

- 4. Children.**

- (A) A child under the age of 8 may not remain in the library or on library property unless accompanied by a responsible person who is at least 16 years of age. A person accompanying a child is responsible for the child and the child's behavior. Unless so accompanied, a child under the age of eight may not enter, remain in, or be left unsupervised in the Library.

- (B) Children are required to abide by the “Personal Behavior – Disruptive Behavior” policy set out below.
- (C) When with children, parents/guardians who want to use computers should use those in the children’s area.
- (D) If a Library staff member determines that a child may not be safely turned away from the library or that the child is stranded, the staff member shall refer the child to the Leander Police Department.
- (E). Neither the City nor the Library staff assumes legal responsibility for unattended children, nor shall any Library member drive any unattended child home or to another location.

5. Animals.

- (A) A customer may not bring an animal in the Library unless it is the customer’s service animal.
- (B) This does not apply to an animal used by the Library for a special event.

6. Food and beverages.

- (A) A customer may consume beverages and light snacks in the Library. Check with library staff to ensure compliance.
- (B) If, due to a disability, a customer must consume special food other than that above, the Library will provide a reasonable accommodation for that customer to consume that food in a designated area.
- (C) Water in a clear, capped bottle may also be consumed.
- (D) This does not apply to breast feeding or bottle-feeding an infant.

7. Attire and Hygiene.

- (A) A customer may not enter or remain in the Library in a bathing/swimsuit, leotard or in clothing that does not cover both upper and lower torso, or without shoes. (B) A customer may not enter or remain in the Library if, because of lack of hygiene or excessive use of perfume or cologne, the person has a strong odor that would be offensive to a person of ordinary sensibilities.

8. Sleeping.

- (A) A customer more than ten years of age may not sleep in the Library.
- (B) If a disability is involved with a customer sleeping, the Library may provide a reasonable accommodation.

9. Smoking and tobacco use; burning materials.

- (A) A person may not smoke or use a tobacco product, including electronic smoking products in the Library.

- (B) A person may not ignite a flame, burn incense or any other material, or light a candle.

10. Photographing, filming or video recording

- (A) Filming or photographing any Library customer or staff member without prior knowledge and consent, including during Library sponsored programs is prohibited.

11. Restrooms.

- (A) A customer may not bathe, shave, wash clothes, or dry clothes in a Library restroom.
- (B) A customer may use a restroom lavatory only for washing the person's hands or face. This does not apply to a customer attending an infant.
- (C) A customer may not take Library materials into the restrooms.

12. Personal belongings.

- (A) A customer may not bring a bedroll, blanket or sleeping bag in the Library.
- (B) A customer may not enter the Library with a cart or other wheeled device for carrying baggage/personal belongings. This does not apply to a file cart; book cart or wheeled backpack for book carrying or study use or wheelchair and/or other similar device for a person whose mobility is impaired.
- (C) A customer may not leave a personal belonging unattended in the Library.
- (D) The Library is not responsible for a lost, stolen, or misplaced personal item, whether the item was attended or unattended by the owner.
- (E) A customer who brings a personal item in the Library assumes the risk of loss or theft of the item.

13. Personal Behavior – Disruptive Behavior.

A customer may not:

- (1) unreasonably disrupt the normal use of Library services or property by the library staff or other customers. If deemed being disruptive, patrons will be asked to discontinue any inappropriate behavior or asked to leave the Library.
- Leander Police may be called if necessary;
- (2) enter an area that is not open to the public;
 - (3) block access to an entrance, passageway or resource;
 - (4) solicit money or a donation or transfer of money or another thing of value from another person, regardless of the solicitor's purpose or intended use of the money or other thing of value, and regardless of whether consideration is offered; or

- (5) distribute literature or otherwise solicit customers on Library property.
- (6) enter or remain in the Library in possession of any illegal drug or alcoholic beverage;
- (7) enter or remain in the Library if the person is intoxicated by a drug or alcohol;
- (8) use abusive, indecent, profane, or vulgar language; or direct such language toward any customer or staff member;
- (9) make an offensive gesture or display; or
- (10) access sexually explicit material on a Library computer or on a personal electronic device while in the Library or any property of the Library;
- (11) harass, sexually harass, abuse, threaten, or fight with a person;
- (12) threaten or actually damage Library property;
- (13) incite a breach of the peace;
- (14) except as expressly permitted by state or federal law, carry or display a weapon;
- (15) perform a criminal act;
- (16) vandalize, steal, or recklessly or intentionally damage Library property or the property of another person.

14. Library Property (Exterior)

(A) Use of Parking Lots

- a. Library parking lots are provided for Library users; other nearby city parks and facilities; and library/city staff for appropriate use. Commuter and overnight parking and any other use of parking lots by individuals who are not actively engaged in using Library and/or park facilities are prohibited.
- b. Parking lot problems associated with the above basic use policy shall be resolved by the Library Director by use of appropriate signage; police ticketing and/or towing; and/or other means.
- c. The Library Director may permit short-term exceptions to the basic use policy and may also enter into agreements that amend the policy with other public or private entities regarding use of Library parking lots.
- d. All agreements regarding use of Library parking lots that are applicable for six months or more must be approved by the Library Director.

(B) Use of Library Grounds

- a. Camping is prohibited on all property administered by the City of Leander, including Library property.
"Camping" means and includes:
 - i. sleeping out-of-doors;

- ii. erecting or creating a shelter including, but not limited to a tent, cardboard box, sleeping bag, or newspapers;
- iii. the use of a recreational vehicle, camper or other similar vehicle iv. cooking/preparing food over an open flame or fire out-of-doors.
- b. Overnight sleeping in a parking facility or parking lot or overnight habitation in a vehicle in a parking facility or parking lot is prohibited on all property administered by the City of Leander, unless approved by the City in the case of events permitted through the City.

If Library staff observes any person who has been notified of this rule, including notice by posted signs, acting in violation of this rule, staff shall contact Library Director. If Library Director is not available, the person in charge may contact local law enforcement and follow up with the Director.

(C) Use of Exterior Plazas/Porches and Gathering Places

- a. Customers are to engage in activities associated with the use of the Library.
- b. Customers are to maintain conduct appropriate to the use of the Library.

15. Violations.

- (A) If a customer violates these rules, a staff member shall orally warn the customer to stop the behavior. If the customer fails to stop the unacceptable behavior, the staff member must ask the customer to leave the Library.
- (B) If a staff member determines that a violation of this policy is so serious that the customer remaining in the Library creates a danger to Library property, the Library staff, or to other customers, or interferes with the use and enjoyment of the Library by other customers, the staff member may ask the customer to leave without an initial oral warning.
- (C) If a customer refuses a request to leave the Library, the staff member should seek the assistance of law enforcement personnel.

16. Denial of Physical Access to the Library.

- (A) The director shall deny a customer physical access to the Library as provided in this section if the customer is asked to leave the Library for:
 - (1) a violation of any combination of these rules in any combination of Library properties, for which the person was asked to leave the Library three times in a six-month period;
 - (2) any single violation of Section 13, 6-10 that involves physical injury to a person, theft of or damage to City property or to the personal property of another person, or a breach of the peace; or
 - (3) any single violation of Section 13, 11-16.

- (B) The director must give a customer who is denied physical access to the Library written notice and an opportunity for a hearing with the City Manager. The City Manager's decision will be final.
- (C) The period for which a customer is denied physical access to the library under this section is:
 - (1) one year, beginning on the effective date of the denial; or
 - (2) in the case of a customer who has had a previous denial of physical access under this rule that was not rescinded, the denial of physical access is permanent.
 - (3) A customer who is denied physical access to the Library may continue to access Library information and programs in ways that do not require physical access, so long as the customer meets other requirements for access to the information and programs. If a disability is involved, the director shall provide a reasonable accommodation under applicable law.
- (D) Denial of physical access may be enforced through a criminal trespass notice.

17. Library Programs

- (A) All Library programs are open to the public. Patrons may on occasion be prevented from attending a program or Library event if attendance exceeds the rated capacity of the particular meeting room space or for other reasons specified herein. Every attempt will be made to accommodate all who wish to attend a program. When safety or the success of a program requires it, attendance may have to be limited. When limits must be established, attendance will be determined on a first come, first served basis. Advance registration or distribution of free tickets before the event may be used if attendance is anticipated to exceed capacity. Multiple sessions of popular programs will be scheduled whenever possible to allow for maximum attendance.
- (B) Library sponsored programs may be held at the Library, Library property or off-site as appropriate. Any sales of products at Library programs must be approved by the Library Director and benefit the Library by requiring a five percent (5%) donation of the proceeds from sales to the Library Foundation. Programs are for the promotion of literacy, educational, cultural and civic activities, which do not include commercial purposes or for the solicitation of business.
- (C) Schools and daycare or other organized groups should contact the youth services staff prior to attending scheduled programs. Groups that have not received advance authorization to attend a scheduled program will be admitted if space and materials are available at the advertised starting time with the understanding that it may not be possible to admit everyone in the group. When this situation occurs the group leader will be informed as to how many children can be accommodated. The group leader will then make the decision as to which if any members of the group attend. The group leader is expected to provide supervision for all children in their care, in

or out of the program. In those instances when groups cannot be accommodated at scheduled programs library staff may offer to provide a special program for the group at a later and mutually agreed upon date.

- (D) Patrons without children may not attend children's summer reading program and events (i.e. story time programs).

PROGRAMMING POLICY

Statement of Purpose

Leander Public Library supports its mission of being a gathering space for the cultural and civic life of our growing community, one that promotes literacy and a love of reading, by developing and presenting programs that provide opportunities for information, learning, and entertainment. Programming is an integral component of library service that:

- Expands the Library's role as a community resource.
- Introduces customers and non-users to Library resources.
- Promotes literacy and well-being for all people.
- Provides entertainment.
- Provides opportunities for lifelong learning.

Statement of Responsibility

Ultimate responsibility for Library programming rests with the Leander Public Library Director, who, in turn, delegates the authority for program management to Public Services, Youth Services and other designated Library staff. Programs are planned three to twelve months in advance of anticipated presentation.

Citizen Program Proposals

The Library welcomes customer's ideas concerning programming and has a process to seek, review and select outside proposals for program presentations (see Citizen Program Proposal Form). Reviewing any such external and/or internal programming proposals within the context of planned activities, library staff utilizes the following criteria in making decisions about program topics, speakers, and accompanying resources:

- Availability of program space
- Treatment of content for intended audience.
- Presentation quality
- Presenter background/qualifications in content area
- Budget
- Relevance to community interests and issues
- Cultural, historical, or educational significance
- Connection to other community programs, exhibitions or events
- Relation to Library collections, resources, exhibits and programs.
- Community needs and interests.

Programs Conducted by Outside Resources

- A. The Library may draw upon other community resources in developing programs and partners with other community agencies, organizations, educational and cultural institutions, or individuals to develop and present co-sponsored public programs as

applicable. Professional presenters that reflect specialized or unique expertise may be hired for Library programs. Presenters will not be excluded from consideration because of their origin and background.

- B. All outside presenters will need to undergo a City Background check or equivalent when presenting a program (free or fee) to children/youth under the age of 18. (Equivalent meaning a comparable background check from another source within the previous 12 months).

Background Checks are essential for:

- Public safety and confidence
- Limitation of liability
- Protecting vulnerable populations
- Customer assurance
- Fraudulent credentials

All program presenters conducting programs with children/youth shall submit adequate information to allow the City to conduct these checks. Presenters who refuse permission to conduct these checks will not be accepted for their services.

When the background check is completed, the Library Director receives a copy of the applicant's criminal history record. If the criminal background record check discloses an adjudication or conviction for any of the below-listed offenses, the presenter shall automatically be disqualified from program presentation:

- child abuse
- sexual abuse of a minor/adult
- sexual assault
- causing a child's death
- neglect of a child or any other individual for whom the potential volunteer had/has responsibility
- kidnapping
- murder
- manslaughter
- felony assault
- prostitution
- identity theft
- burglary/aggravated robbery
- terroristic threats
- stalking
- drug offenses with the intent to deliver
- arson

- indecent exposure/public lewdness
- child pornography
- criminal sexual conduct

A presenter's failure to disclose pending charges shall result in forfeiture of program presentation. Background Checks will be kept on file for future use for a period of one year.

Library staff who present programs do so as part of their regular job and are not hired as outside contractors for programming and not subject to additional background checks.

STUDY ROOM POLICY

The Leander Public Library has two study rooms that accommodate up to twelve individuals and are intended to be used in a manner similar to the general use of the Library.

- The Lender Public Library or the City of Leander has first priority for use of the rooms.
- Study rooms may not be reserved.
- Study Room A is a communal quiet room. Study Room B is available for individual use by the hour.
- Study rooms are available for use during regular library hours, except on library holidays.
- Check-in at the circulation desk prior to entering is essential.
- All study room use must be completed by 15 minutes before closing time.

Study Room Regulations

- The room capacity is 12 people and no use shall exceed this capacity.
- Nothing, including exhibits, maps, charts, posters, etc. may be hung on the walls.
- Light refreshments (beverages and small snack) may be served provided the room is left in an orderly condition.
- Study rooms must be left as they are found; furniture must be returned to the original arrangement at the end of each use.
- Once the study room is vacated, it is available for use by others.
- Items must not be left in the study rooms un-attended. The Leander Public Library is not responsible for unattended items that may be lost or stolen.
- Failure to adhere to study room regulations may result in forfeiture of study room use.

UNATTENDED CHILDREN

The Leander Public Library is intended to be a place where children are welcomed. They are encouraged to read, to explore various electronic formats, to attend programs, and to make full use of the Library's resources. For the safety of minor children, and the enjoyment of all patrons using the Library, the Library abides by the following policy regarding unattended children. If you have questions regarding this policy, please do not hesitate to ask staff to explain.

1. The Library does not provide care or supervision of children, except to the extent needed to uphold Library rules of conduct and use and does not accept responsibility of such care. Parents or other caregivers are responsible for their child's behavior at all times even when they are occupied elsewhere in the Library and even if the child is in the Library unattended.
2. Children the age of eight (8) and under may not be left unattended in the Library and must be accompanied by a parent or responsible caregiver at least 16 years old. Parents must supervise their child's behavior and will be asked to attend to their children when deemed necessary by the staff. Children who are climbing or jumping on furniture, throwing things, being excessively loud, or engaging in other disruptive or destructive behavior will be considered unattended. (See Library Use Policy)
3. Children aged 9 and older may be left unattended provided they are mature enough to stay alone and observe proper conduct. Such children are subject to the same rules of conduct as other customers and the same consequences, including being asked to leave the Library. This possibility should be taken into account when deciding whether to leave a child aged nine and older unattended in the Library. If a child in this age group is not able to leave the Library without an adult, they should not be in the Library without an adult.
4. Children of any age with mental, physical, emotional, or behavioral problems which render supervision necessary must be accompanied by a parent or other caregiver (over the age of 16) at all times.
5. Unattended children under the age of 16 must be picked up at least 15 minutes before closing time, unless attending a Library sponsored program.
6. In the case of a child under the age of 16 who is unattended at closing, the Library staff will try to notify the child's parent or caregiver. If the child's parent or caregiver cannot be reached or has not come to pick up the child, the police will be called, and the child will need to be picked up at the Leander Police Department.
7. Library staff assumes no legal responsibility for unattended children.

8. Library staff members will, under no circumstances, drive the child home or to any other location.
9. A child left unattended in the Library in violation of this policy will be considered a child in need of care, parents will be called, and the matter referred to the police or Child Protective Services.
10. Unattended children will be given a copy of this policy to give to their parents.



EXECUTIVE SUMMARY
1/4/2024

AGENDA SUBJECT:

Approval a purchasing agreement with Cellco Partnership d/b/a Verizon Wireless for the purchase of hardware, software and services for wireless, voice and data utilizing DIR Contract DIR-TELE-CTSA-003 in the amount of \$115,000.00 for the term of contract expiring November 5, 2029; providing for an effective date; and authorizing 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 wireless products for all divisions on the City as well as Councilmembers from the vendor up to \$115,000 annually in costs on/or before the expiration date of November 5, 2029.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval.

PRESENTER:

Cheryl Kaufman, General Services Manager

Fiscal Impact

<u>Amount requested:</u>	\$115,000.00 annually
<u>Approved in current budget (Yes / No):</u>	Yes

<u>Expenditure (New / Amended):</u>	New
<u>Recurring or one-time:</u>	Recurring
<u>Fund source (Operating / Utility / etc.):</u>	Operating

Attachments:

1. City of Leander - Verizon DIR Contract

DIR Contract No. DIR-TELE-CTSA-003

Verizon Wireless Customer Agreement

This Customer Agreement, ("Customer Agreement") between Celco Partnership d/b/a Verizon Wireless ("Verizon Wireless") and ("Customer") is effective as of the date signed by Customer.

WHEREAS, Customer desires to purchase wireless services and products ("Services") from Verizon Wireless pursuant to the terms and conditions of the DIR Contract No. DIR-TELE-CTSA-003, entered into by the State of Texas Department of Information Resources (the "DIR") and Verizon Wireless as of November 5, 2021, as it may be amended from time to time (together with all addendums and attachments the "CTSA").

THEREFORE, Customer agrees as follows:

This Customer Agreement and the rights and obligations of Customer and Verizon Wireless are governed by the terms and conditions of the CTSA, which is incorporated and made part of this Customer Agreement by this reference, and is available at <http://www.dir.texas.gov>.

Customer agrees to the disclosure of limited account information as part of Verizon Wireless's contractual reporting requirements to DIR under the CTSA.

Customer is separately and solely liable for all obligations and purchases made under the CTSA, including the payment for equipment and services purchased or provided under the CTSA and this Customer Agreement.

Verizon Wireless can terminate this Customer Agreement at any time if it is determined that Customer is not an eligible customer under the CTSA within the meaning provided in the CTSA.

The undersigned represents and warrants that he/she is authorized to execute this Customer Agreement on behalf of Customer, and bind Customer to the terms hereof, and that the execution and performance of this Customer Agreement has been duly authorized by all necessary Customer action.

Customer Signature Follows

Customer Name:	City of Leander
Email Address:	iturner@leandertx.gov
Contact Number:	(512) 528-2702
Authorized Signature:	
Printed Name:	Isaac D. Turner
Title:	Interim City Manager
Date of Execution:	January 4, 2024

To be completed by a Verizon Wireless Representative			
FEIN Number:		Existing Customer Account Number:	0223669215-000
VZW Sales Rep Name:	Brendon Trent	VZW Sales GID:	DIR16
VZW Sales Rep Phone Number:	806-717-3509	VZW Profile IDs:	2922594



EXECUTIVE SUMMARY
1/4/2024

AGENDA SUBJECT:

Award of Solicitation of S23-023 with McCreary, Veselka, Bragg & Allen P.C. under Contract L00311, for court and utility billing third party collection services for the term of contract expiring on December 21, 2030; providing for an effective date; and authorizing the Interim City Manager to execute any and all necessary documents.

BACKGROUND:

This award recommendation is for the City of Leander – Finance Department to establish a contract with McCreary, Veselka, Bragg & Allen P.C. for court & utility billing third party collection services needed to support City operations.

The RFQS solicitation was advertised in the Hill Country News newspaper and posted to the City of Round Rock solicitation website. A total of six (6) vendors were contacted, including one (1) HUB vendor (there was not more than one (1) applicable HUB vendor in Williamson County). A total of two (2) vendor responses were received. It has been determined that McCreary, Veselka, Bragg & Allen P.C. offers the best value to the City, therefore the Finance Department recommends the contract be awarded to McCreary, Veselka, Bragg & Allen P.C. for court & utility billing third party collection services required to support City operations.

An evaluation team with expertise in this area evaluated the offers and scored McCreary, Veselka, Bragg & Allen P.C. as the best to provide these services based on the Respondent's collection program and methodology, as well as experience and qualifications.

Respondents and point distribution are listed below based on a 100-point scale:

McCreary, Veselka, Bragg & Allen P.C.: 92 points
Linebarger Goggan Blair & Sampson, LLP: 84 points

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval.

PRESENTER:

Robert Powers, Director of Finance

<u>Amount requested:</u>	<u>Fiscal Impact</u>
	<u>Court</u> - a fee of 30% is added to the balance owed by the defendant,
	<u>Utilities</u> - a fee of twenty percent (20%) of the total amount collected
<u>Approved in current budget (Yes / No):</u>	Yes
<u>Expenditure (New / Amended):</u>	New
<u>Recurring or one-time:</u>	Recurring
<u>Fund source (Operating / Utility / etc.):</u>	From collection of funds

Attachments:

1. City Solicitation S23-023 Court and Utility Billing Third Party Collection Services
2. Contract L00311- MVBA



City of Leander

City of Leander, Texas
Purchasing & General Services
105 N Brushy St,
Leander, Texas 78641
www.leandertx.gov

REQUEST FOR QUALIFICATIONS STATEMENT (RFQS)

COURT AND UTILITY BILLING 3RD PARTY COLLECTION SERVICES

SOLICITATION NUMBER S23-023

AUGUST 2023

**COURT AND UTILITY BILLING 3RD PARTY COLLECTION SERVICES
 PART I
 GENERAL REQUIREMENTS**

1. **PURPOSE:** The City of Leander, herein after “the City” is soliciting qualification statements for collection services for outstanding municipal court case fines and utility billing obligations from firms experienced in the 3rd party collections for municipalities of similar size. In Fiscal Year 2022-2023 the Municipal Court has sent over 289 cases to collections with assessed fines of approximately \$151,915.
2. **SOLICITATION PACKET:** This solicitation packet is comprised of the following:

Description	Index
Part I – General Requirements	Page(s) 2 - 4
Part II – Definitions, Standard Terms and Conditions and Insurance Requirements	Page 5
Part III – Supplemental Terms and Conditions	Page(s) 6 – 7
Part IV – Scope of Work	Page(s) 8 – 9
Part V – Proposal Preparation Instructions and Evaluation Factors	Page(s) 10 – 12
Attachment A – Qualification Statement Submittal Form	Separate Attachment
Attachment B – Reference Sheet	Separate Attachment
Attachment C – Conflict of Interest Questionnaire Form	Separate Attachment

3. **AUTHORIZED PURCHASING CONTACT(S):** For questions or clarification of specifications, you may contact:

Cheryl Kaufman
Purchasing & General Services Manager
Purchasing & General Services Department
City of Leander
Phone: 512-528-2730
E-mail: ckaufman@leandertx.gov

The individual(s) listed above is/are the only authorized City contact(s) for this solicitation. The authorized purchasing contact(s) may be contacted by e-mail for clarification for this solicitation including specifications. No other City employee or representative may be contacted about this solicitation prior to contract approval. No authority is intended or implied that specifications may be amended, or alterations accepted prior to solicitation opening without written approval of the City of Leander through the Purchasing Department.

4. **SCHEDULE OF EVENTS:** It is the City's intention to follow the solicitation timeline below.

EVENT	DATE
Solicitation released	August 17, 2023
Deadline for submission of questions	August 24, 2023 @ 5:00 PM, CST
City responses to questions or addendums	Approximately August 25, 2023 @ 5:00 PM, CST
Deadline for submission of responses	September 7, 2023 @ 3:00 PM, CST

All questions regarding the solicitation shall be submitted in writing by 5:00 PM, CST on the due date noted above. A copy of all the questions submitted and the City's response to the questions shall be posted on the City's webpage in the form of an addendum at:

<https://bids.leandertx.gov/>

Questions shall be submitted in writing to the "Authorized Purchasing Contact". The City reserves the right to modify these dates. Notice of date change will be posted to the City's website: <https://bids.leandertx.gov/>

5. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at <https://bids.leandertx.gov/> for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancellations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.

6. **RESPONSE DUE DATE:** Signed and sealed responses are due at or before 3:00 PM, on the due date noted in PART I, Section 4 – Schedule of Events. Mail or hand deliver sealed responses to:

City of Leander
Attn: Cheryl Kaufman
Purchasing Division
105 N. Brushy St.
Leander, Texas 78641

- A. Sealed responses shall be clearly marked on the outside of packaging with the RFQS Solicitation title, number, due date and "DO NOT OPEN".
- B. Facsimile or electronically transmitted responses are not acceptable.
- C. Responses cannot be altered or amended after opening.
- D. No response can be withdrawn after opening without written approval from the City for an acceptable reason.
- E. The City will not be bound by any oral statement or offer made contrary to the written proposal.
- F. Samples and/or copies shall be provided at the Respondent's expense and shall become the property of the City.
- G. Receipt of all addenda to this RFQS must be acknowledged, signed, and included with the proposal response.
- H. Late Proposal(s) will not be considered under any circumstances and will be returned unopened if a return address is provided.

7. **RESPONDENT REQUIREMENTS:** The City of Leander makes no warranty that this checklist is a full comprehensive listing of every requirement specified in the solicitation. This list is only a tool to assist participating Respondents in compiling their final responses. Respondents are encouraged to carefully read the entire solicitation.

- A. Respondent shall submit one (1) evident signed "Original" and one (1) identical electronic copy of the RFQS response on a flash drive. The submittal is required to include all addendums and requested attachments. The RFQS response along with samples and/or copies shall be provided at the Respondent's expense and shall become the property of the City.
- B. This request for qualifications statement (RFQS) does not commit the City to contract for any supply or service. Respondents are advised that the City will not pay for any administrative costs incurred in response of preparation to this RFQS; all costs associated with responding to this RFQS will be solely at the interested parties' expense. Not responding to this RFQS does not preclude participation in any future RFP/RFQ/IFB.
- C. **For your RFQS submittal to be considered responsive, the attachments identified below shall be submitted with your proposal.**
 - ☐ **Addendums:** Addendums may be posted to this solicitation. Respondents are required to submit signed addendums with their sealed response. The Respondent shall be responsible for monitoring the City's website at <https://bids.leandertx.gov/> for any updates pertaining to the solicitation.
 - ☐ **Attachment A: QUALIFICATIONS STATEMENT SUBMITTAL FORM AND EXECUTION:** Failure to complete, sign, and return the qualifications statement submittal form and execution with your offer by the deadline may result in the disqualification of your proposal.
 - ☐ **Attachment B: REFERENCE SHEET:** Provide the name, address, telephone number and **E-MAIL** of at least three (3) valid Municipal, Government agencies or firms of comparable size that have utilized services that are similar in type and capacity within the last two (2) years. City of Leander references are not

applicable. References may be checked prior to award. If references cannot be confirmed or if any negative responses are received it may result in the disqualification of submittal.

- ☐ **Attachment C: CONFLICT OF INTEREST QUESTIONNAIRE:** Provide a completed copy of the Conflict-of-Interest Questionnaire
- ☐ **Do not send any pricing information unless requested by the City.**

8. **CONFIDENTIALITY OF CONTENT:** As stated in Section 16 of City of Leander Purchasing Definitions, Standard Terms and Conditions, all documents submitted in response to a solicitation shall be subject to the Texas Public Information Act. Following an award, responses are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Public Information Act. Pricing is not considered to be confidential under any circumstances.
- A. Information in a submittal that is legally protected as a trade secret or otherwise confidential must be clearly indicated with stamped, bold red letters stating "CONFIDENTIAL" on that section of the document. The City will not be responsible for any public disclosure of confidential information if it is not clearly marked as such.
 - B. If a request is made under the Texas Public Information Act to inspect information designated as confidential, the Respondent shall, upon request from the City, furnish sufficient written reasons and information as to why the information should be protected from disclosure. The matter will then be presented to the Attorney General of Texas for final determination.
9. **SUSPENSION OR DEBARMENT CERTIFICATION:** The provisions of the Code of Federal Regulations 2 CFR part 180 suspension and debarment may apply to this agreement. The City of Leander is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from doing business with the Federal Government, State of Texas, or the City of Leander.
10. **CERTIFICATE OF INTERESTED PARTIES:** Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 "Certificate of Interested Parties" that is signed for a contract award requiring council authorization. The "Certificate of Interested Parties" form must be completed on the Texas Ethics Commission website, printed, signed, and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution. Link to Texas Ethics Commission Webpage: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
11. **EX PARTE COMMUNICATION:** Please note that to insure the proper and fair evaluation of an offer, the City of Leander prohibits ex parte communication (e.g., unsolicited) initiated by the Offeror to the City Official, Employee, City Consultant, or Evaluation Team member evaluating or considering the offers prior to the time an award decision has been confirmed. Communication between an Offeror and the City will be initiated by the appropriate City Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the offer. Ex parte communication may be grounds for disqualifying the offending Offeror from consideration of award in evaluation or any future bid.

**PART II
DEFINITIONS, STANDARD TERMS AND CONDITIONS,
AND INSURANCE REQUIREMENTS**

1. **DEFINITIONS, STANDARD TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the City's Definitions and Standard Terms and Conditions, in effect at the time of release of the solicitation, shall govern unless specifically provided otherwise in a separate agreement or on the face of a purchase order. These can be obtained from the City's website at:
https://www.leandertx.gov/sites/default/files/fileattachments/finance/page/233/city_of_leander_tc_2022_terms_and_cond_updated_nov_2022.pdf.

In addition, the Supplemental Terms and Conditions listed in Section III, shall also be enforced as part of the contract.

2. **INSURANCE:** The Respondent shall meet or exceed all insurance requirements set forth in Standard Insurance Requirements. The City's Standard Insurance Requirements document can be viewed and downloaded from the City's website at:
https://www.leandertx.gov/sites/default/files/fileattachments/finance/page/233/city_of_leander_tc_2022_terms_and_cond_updated_nov_2022.pdf

**PART III
SUPPLEMENTAL TERMS AND CONDITIONS**

1. **AGREEMENT TERM:** The terms of the awarded agreement shall include but not be limited to the following:
 - A. The term of the Agreement shall begin from date of award and shall remain in full force for seventy-two (72) months.
 - B. Upon expiration of the contract term, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period as is reasonably necessary to re-solicit and/or complete the project up to 120 days.
2. **RESPONDENT QUALIFICATIONS:** The City has established the following minimum qualifications. Respondents who do not meet the minimum qualifications will not be considered for award. The Respondent shall:
 - A. Be firms, corporations, individuals, or partnerships normally engaged in providing court and utility billing 3rd party collection services as specified herein and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City.
 - B. Have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City.
 - C. Be a public / private vendor working under the supervision of an attorney licensed in the State of Texas and must meet the requirements listed in this solicitation.
 - D. Have no less than five years of experience in 3rd party collections for Texas municipal courts and utility billing.
 - E. Have an active skip-trace practice that can be effectively documented and described to the City.
 - F. Understand that the City of Leander uses Incode as its sharing software vendor. The selected Respondent shall have software that is compatible to obtain the Incode data transfer file electronically from the court and utility billing.
 - G. In order to confirm financial stability, the City may choose to review audited financial statements at any time throughout the RFQS evaluation process. Upon request, the Respondent shall provide two years audited financial statements, including any notes or supplemental schedules within 2 business days of the original request.
 - H. The Respondent shall include in the proposal a list of all litigation the company or its principals have been involved in within the last three (3) years.
 - I. Be domiciled in or have a home office inside the United States. Respondents domiciled outside the United States, or not having a home office inside the United States will not be included for consideration in this RFQS process.
3. **WORKFORCE:** Successful Respondent shall ensure Respondent's employees perform the services in a timely, professional, and efficient manner.
4. **PERFORMANCE REVIEW:** The City reserves the right to review the awarded Contractor's performance anytime during the contract term.
5. **REVENUE GUARANTEE:** No guarantee of any minimum or maximum revenues under this contract is made or implied.
6. **PERMITS:** The Successful Respondent shall verify and obtain all necessary permits, licenses, and/or certificates required by federal, state, and local laws, ordinances, rules, or regulations for the completion of the services as specified if required for the project
7. **POST AWARD MEETING:** The City and Successful Respondent(s) may have a post award meeting to discuss, but not be limited to the following:
 - A. The method to provide a smooth and orderly transition of services performed from the current contractor.
 - B. Provide City contact(s) information for implementation of agreement.

- C. Identify specific milestones, goals, and strategies to meet objectives.

8. POINT OF CONTACT / DESIGNATED REPRESENTATIVE:

- A. **Contractor's point of contact:** In order to maintain consistent standards of quality work performed across the City, the City shall be provided with a designated and identified point of contact upon award of the contract to include contact information. The City's designated representative shall be notified by the Respondent immediately should the point of contact change.

- B. The City's designated representatives are:

Barbara Shannon
Court Administrator
Municipal Court
Phone: 512-528-2714

E-mail: bshannon@leandertx.gov

Laura Lopez
Utility Billing Manager
Utility Billing

Phone: 512-528-2776

Email: llopez@leandertx.gov

9. INTERLOCAL PURCHASING AGREEMENTS:

- A. The City has entered into Interlocal Agreements with other Governmental agencies pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor may agree to offer the same price and terms and conditions to other eligible agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other government agencies through an interlocal cooperative agreement.

**PART IV
SCOPE OF WORK**

1. **PURPOSE AND BACKGROUND:** The City of Leander, herein after “the City,” seeks qualifications statements from firms experienced in the 3rd party collection of municipal court and utility billing fines for municipalities of similar size. In Fiscal Year 2022-2023 the Municipal Court has sent over 289 cases to collections with assessed fines of approximately \$151,915.
2. **CONTRACTOR REQUIREMENTS:** The Contractor shall-
 - A. **MUNICIPAL COURT:**
 - i. Collect debts and accounts receivable such as unpaid fines, fees, court costs, forfeited bonds, failure to appear in court, and restitution ordered to be paid by the court serving the City of Leander for citations and outstanding warrants.
 - ii. Collect amounts as ordered paid by the court after pleas or trial.
 - iii. Follow all aspects of Texas Code of Criminal Procedure, Article 103.0031 which includes Subsection (b), that states “A commissioners court or governing body of a municipality that enters into a contract with a private attorney or private vendor under this article may authorize the addition of a collection fee in the amount of 30 percent on each item...”
 - iv. Receive a collection fee in the amount agreed upon in the successfully executed Contract on each item that is more than 60 days past due on all cases that have been referred to the attorney or vendor for collection except when:
 - 1) The collection fee does not apply to a case that has been dismissed by a court of competent jurisdiction or to any amount that has been satisfied through time served credit or community service.
 - 2) A defendant is not liable for the collection fee if the Court has determined the defendant is indigent, or has insufficient resources or income, or is otherwise unable to pay all or part of the underlying fine or costs.
 - 3) The judge determines a non-collection of fees.
 - 4) The collection fee does not apply if customer’s knowledge of the delinquent account comes from another source, i.e. Police Officer, OmniBase (DPS failure to appear program), etc.
 - v. The templated Court notice must include the person’s right to enter a plea or go to trial on any offense charged if the case is adjudicated.
 - vi. Have a documented system for locating defendants, relaying information to and from the court, and security system to ensure confidentiality of records.
 - vii. Provide notification of the annual statewide roundup to be mailed out by the collections vendor at no charge to the City.
 - viii. Responsible for overseeing Scofflaw reporting to TxDot including required funding.
 - B. **UTILITY BILLING:** Collect debts and accounts receivable such as unpaid fines, fees, etc. for citations and unpaid bills.
 - C. Not assign or otherwise transfer the Contractor’s interest in the contract award or any part thereof without written permission from the City.
 - D. Provide a template of all letters and correspondence that will be mailed to the defendant or utility customer on behalf of the City and make any revisions if required.
 - E. Have a documented Company policy manual for collection call procedures and skip-tracing practices.
 - F. Provide quarterly reporting of delinquent court and utility costs, fines, fees, and collections to the City.

3. SCHEDULE AND INVOICING REQUIREMENTS:

- A. All payments made by the municipal customer shall be “pay to court site only.”
- B. The Contractor shall cross-reference their records and provide the Municipal Court with an invoice detailing all cases known to be resolved during the prior month.
- C. Payment will be made to the Contractor after reviewing the submitted invoice(s) from the collection agency for accuracy, agreement on the amount to be paid, and will be paid to the collection agency via check.

4. CITY RESPONSIBILITIES: The City will-

- A. Notify the Contractor the same day of any payments made directly to the court.
- B. Provide the Contractor with a weekly report that identifies the successful “pay to court site only” collections the City has received.

5. REPORT REQUIREMENTS:

- A. Contractor shall provide the City with payment information each time they receive payment from customers.
- B. Report information shall include-
 - i. case number
 - ii. defendant name
 - iii. amount paid.

**PART V
PROPOSAL PREPARATION INSTRUCTIONS
AND EVALUATION FACTORS**

1. **QUALIFICATIONS ACCEPTANCE PERIOD:** All proposals are valid for a period of one hundred and twenty (120) calendar days after the RFQS closing date unless a longer acceptance period is offered in the proposal.
2. **PROPRIETARY INFORMATION:** All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.
3. **QUALIFICATIONS STATEMENT PREPARATION COSTS:** All costs directly or indirectly related to preparation of a response to the RFQS, or any oral presentation required to supplement and/or clarify a proposal which may be required by the City shall be the sole responsibility of the Proposer.
4. **QUALIFICATIONS RESPONSE:** Responses shall be clear and concise and shall include at a minimum: title page, transmittal letter, index or table of contents, dividers for each section and all required attachments. One page shall be interpreted as one side of a double-spaced, printed, 8 1/2" X 11" sheet of paper. It is recommended that responses be submitted in a professional, bound format that best contains all required documentation for submission.

In order to do business with the City of Leander you must be registered with the City's Vendor Database. Upon award the Purchaser will request the necessary documentation to set the Respondent up in the Vendor Database.
5. **EXCEPTIONS:** All exceptions (if any) must be listed on a separate, clearly written document labeled "Exceptions." Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the qualifications statement.
6. **COST:** **DO NOT** send any pricing information unless requested by the Solicitation's authorized contact.
7. **QUALIFICATIONS STATEMENT FORMAT:** Prefacing the proposal, the Proposer shall provide an Executive Summary of three (3) pages or less, which gives in brief, concise terms, a summation of the proposal. The proposal itself shall include a title page, index or table of contents, dividers for each section and all required attachments and addendums to be organized in the following format by Tab and informational sequence:
 - A. **Tab 1- Business Organization:** State full name and address of your organization and identify parent company if you are a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate.
 - B. **Tab 2 - System Concept and Solution:** Define in detail your understanding of the requirement presented in the Scope of Work of this request for proposal and your system solution. Provide all details as required in the Scope of Work and any additional information you deem necessary to evaluate your proposal.
 - C. **Tab 3 - Collection Program and Methodology (35 pts):** Describe your technical plan for accomplishing the required work. Include such time-related displays, graphs, and charts as necessary to show tasks, sub-tasks, milestones, and decision points related to the Scope of Work and your plan for accomplishment. Specifically indicate:
 - i. A description of your work program by tasks. Detail the steps you will take in proceeding from Task 1 to the final collection and close out of the file.
 - ii. The technical factors that will be considered in section above, and the depth to which each will be treated.
 - iii. The degree of definition provided in each technical element of your plan.
 - iv. Describe the technology software used to assist in locating defendants and relaying information to and from the court.
 - v. Describe your data security system(s) to ensure confidentiality of court and personal records.
 - vi. Provide your company's policy manual for collection call procedures and skip-tracing practices.
 - vii. The points at which written, deliverable reports will be provided.

- D. **Tab 4 - Project Management Structure:** Provide a general explanation and chart which specifies project leadership and reporting responsibilities; and interface the team with City project management and team personnel.
- E. **Tab 5 - Experience and Qualifications (65 pts):** Describe only relevant municipal, corporate, and individual experience for personnel who will be actively engaged in the project. Do not include corporate experience unless personnel assigned to this project actively participated. Supply the years services were provided, the reference's name, title, present email address, physical address, and phone number of principal persons for whom prior projects were completed.
- 1) The Respondent shall include a statement of experience and qualifications that address the following items:
 - Experience associated with municipal and governmental collection efforts for the last five years.
 - Credentials
 - Affiliations
 - Size and experience of collection staff
 - Location of where the work/research will be performed.
 - Provide success rate of collections.
 - 2) Personnel: Include the following:
 - The names and qualifications of all professional personnel who will be assigned to this project.
 - A statement of the primary work assigned to each person.
 - Identification of key persons by name and title.
 - All resumes of the lead personnel assigned to the contract.
- F. **Tab 6- Authorized Negotiator:** Include the name, email address, and telephone number of the person(s) in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.
- G. **Tab 7 – Attachments and Addendum:** including Attachment A – Qualifications Statement Submittal Form and Execution, Attachment B – Reference Sheet, Attachment C – Conflict of Interest Form, and signed addendums (if applicable).
- H. **EVALUATION CRITERIA:** The intent of the City is to award to one Respondent in accordance with the evaluation criteria below. The purpose of this evaluation criteria is to determine which qualification statement best meets the requirements and provides the best overall value to the City.
- | | |
|--|----------|
| i. Evaluation Criteria: | Weights: |
| • Collection Program and Methodology (Tab 3) | 40 pts |
| • <u>Experience and Qualifications (Tab 5)</u> | 60 pts |
| Maximum Weight: | 100 pts |
- ii. An evaluation committee will be established to evaluate the proposal. The committee will include employees of the City and may include other impartial individuals who are not City employees. The evaluation committee will determine if discussions and/or Best and Final Offers (BAFO) are necessary. Award of a contract may be made without discussions or BAFO, if in the best interest of the City. The evaluation committee may determine that discussions are necessary to clarify or verify a written proposal response. The City may, at its discretion, elect to have respondents provide oral presentations of their proposal. The City reserves the right to rescore an offer based on provided demonstrations. A request for a BAFO is at the sole discretion of the City and will be requested in writing. The evaluation committee will evaluate the finalists and make a recommendation for award.
 - iii. The City reserves the right to reject any or all proposals submitted, or to award to the respondent who in the City's opinion, offers the best value to the City. The City also reserves the right to cancel the RFQS process and pursue alternate methods for providing the requirements.
 - iv. The City reserves the right to conduct studies and other investigations as necessary to evaluate any proposal.
 - v. The City reserves the right to waive any minor technicality, irregularities, or informalities noted in the submission process. Submission of proposal confers no legal rights upon any Respondent.

- vi. The City reserves the right to request further documentation or information and to discuss proposal response with any Respondent in order to answer questions or to clarify any aspects of the proposal.
- vii. The City may develop a “short list” of qualified proposal and may determine that the Respondent(s) should submit a Best and Final Offer (BAFO). Each “short listed” Respondent will be given a reasonable opportunity for discussion and revision of their proposal.

8. AGREEMENT NEGOTIATIONS AND AWARD PROCESS:

- A. A proposal presented in response to this RFQS is subject to negotiation concerning any issues deemed relevant by the City. The City reserves the right to negotiate any issue with any party. Any unsolicited communication by the Respondent to a City official, undesignated employee, or an evaluation team member evaluating or considering the offers may be grounds for disqualifying the offending Offeror from consideration of award.
- B. Submission of proposal indicates the Respondent’s acceptance of the evaluation process and recognition that the City may make subjective judgments in evaluating the proposal to determine the best value for the City.
- C. If negotiations are successful, the City and Respondent may enter into an agreement.
- D. If negotiations are unsuccessful, the City may formally end negotiations with that Respondent. The City may then:
 - i. Select the next most highly qualified Respondent and attempt to negotiate an agreement at fair and reasonable terms, conditions, and cost with that Respondent.
 - ii. The City shall continue this process until an agreement is entered into or all negotiations are terminated.
- E. The City also reserves the right to reject any or all submittals, or to accept any submittal deemed most advantageous, or to waive any irregularities or informalities in the submittal received.
- F. An independent signed authorized contract will be sent to the successful Respondent. Execution of a City of Leander contract is required prior to starting work and processing any payments to the awarded Respondent.

9. POST AWARD MEETING: The City and the Respondent may schedule a post award meeting to discuss, but not be limited to the following:

- A. Provide City contact(s) information for implementation of the Agreement.
- B. Identify specific milestones, goals, and strategies to meet objectives.

**ATTACHMENT A
QUALIFICATIONS STATEMENT SUBMITTAL FORM AND EXECUTION**

NOTE: RESPONDENTS SHALL COMPLETE, SIGN, AND RETURN THIS ATTACHMENT WITH THEIR QUALIFICATIONS STATEMENT. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE STATEMENT.

By signature hereon, the Respondent certifies that:

All statements and information prepared and submitted in the response to this RFQS are current, complete, and accurate.

He/she has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor, or service to a City employee, evaluator, or evaluating entity in connection with the submitted response. Signing the Execution of Qualifications Statement with a false statement shall void the submitted offer or any resulting contracts.

Respondent represents and warrants that the individual signing this Execution of Qualification Statement is authorized to sign this document on behalf of the Respondent and to bind the Respondent under any contract resulting from this request for qualification statement.

RESPONDENT (COMPANY): _____

SIGNATURE (IN INK): _____

NAME (TYPED/PRINTED) _____

TITLE: _____ **DATE:** _____

STREET: _____

CITY/STATE/ZIP: _____

TELEPHONE AND FACSIMILE NO.: _____

E-MAIL ADDRESS: _____

FEDERAL TAX IDENTIFICATION NUMBER (FIN): _____

By submitting a response to this solicitation, the Respondent agrees that the City's Definitions and Standard Terms and Conditions, in effect at the time of release of the solicitation, shall govern unless specifically provided otherwise in a separate agreement or on the face of a purchase order. In addition, the Supplemental Terms and Conditions listed in Section III, shall also be enforced as part of the contract, and can be obtained from the City's website at: <https://bids.leandertx.gov/> and https://www.leandertx.gov/sites/default/files/fileattachments/finance/page/233/city_of_leander_tc_2022_terms_and_cond_updated_nov_2022.pdf

ATTACHMENT B
REFERENCE SHEET

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: _____

RESPONDENT'S NAME: _____ DATE: _____

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

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

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

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor doing business with local governmental entity****This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or

- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

- (3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Standard Definitions, Terms and Conditions

By acceptance of a Purchase Order or Agreement, or response to a Solicitation, Vendor agrees the following terms and conditions, without modification, will govern:

I. DEFINITIONS

The following definitions shall be used to identify terms throughout procurement documents:

- A. **ADDENDUM** – A written instrument issued by the City that modifies or clarifies the Solicitation prior to the Due Date. “Addenda” is the plural form of the word.
- B. **AGREEMENT/CONTRACT** – A mutually binding legal document obligating the Vendor to furnish the goods, equipment or services specified within the Solicitation and obligating the City to pay for the goods, equipment, or services specified.
- C. **APPROPRIATE, APPROPRIATED, OR APPROPRIATION** – The adoption by the City Council of a budget for a fiscal year that includes payments to be made under the Contract during the respective fiscal year.
- D. **BID/PROPOSAL/RESPONSE/OFFER/QUOTE/QUOTATION** – A complete, properly signed response to a Solicitation that, if accepted, would bind the Respondent to perform the resulting Contract.
- E. **BIDDER/PROPOSER/RESPONDENT/OFFERER** – A person, firm or entity identified throughout the Solicitation that they consider themselves qualified to provide the goods, equipment or services specified herein, and are interested in making an offer to provide the goods, equipment or services to the City.
- F. **CITY** – The City of Leander, a home-rule municipal corporation located in Williamson County, Texas.
- G. **DELIVERABLES** – The goods, products, materials, and/or services to be provided to the City under a Purchase Order or Contract.
- H. **DUE DATE** – The date and time specified for receipt of Bids, Proposals, Responses, Offers, Quotations and Qualification Statements.
- I. **GOODS** – Materials, supplies, commodities and/or equipment.
- J. **LATE OFFER** – A Bid, Proposal, Quote, Response, or Submittal that is received after the Due Date and time specified in the Solicitation.
- K. **NON-PROFESSIONAL SERVICES** – services performed that are not of a professional nature such as lawn care, security, janitorial, etc.
- L. **PIGGYBACK CONTRACT** – A Contract or Agreement that has been competitively bid in accordance with State of Texas statutes, rules, policies and procedures and has been extended for the use of state and local agencies and active State of Texas CO-OP entities.
- M. **PURCHASE ORDER** – An order placed by the City for the purchase of goods or services issued on the City’s standard purchase order form and which, when accepted by the Vendor, becomes a Contract. The Purchase Order is the Vendor’s authority to deliver and invoice the City for Goods or Services specified, and the City’s commitment to accept the Goods or Services for an agreed upon price.
- N. **PROFESSIONAL SERVICES** – Services that use skills that are predominantly mental or intellectual, rather than physical or manual such as accounting, architecture, land surveying, law, medicine, optometry, professional engineering, etc.
- O. **REQUEST FOR QUALIFICATIONS STATEMENTS (RFQ)** – A solicitation used to acquire professional services as defined by the State of Texas Government Code, Chapter 2254.
- P. **RESPONSIBLE** – Refers to the financial and practical ability of the Offeror to perform the Contract and takes into consideration resources, expertise, and past performance of the Offeror as well as compliance with all City ordinances concerning the purchasing process.
- Q. **RESPONSIVE** – Meeting all the requirements of a Solicitation.
- R. **SERVICES** – Work performed to meet the requirements and demand of the Purchase Order. The furnishing of labor, time, or effort by the Vendor and their ability to comply with promised delivery dates, specification and technical assistance specified.
- S. **SOLICITATION/INVITATION TO BID/REQUEST FOR PROPOSALS/REQUEST FOR QUOTES** – The Solicitation document issued by the City containing terms, conditions and specifications for the service or commodity to be procured.
- T. **SUBCONTRACTOR** – Any person or business enterprise providing goods, labor, and/or services to a Vendor if such goods, equipment, labor, and/or services are procured or used in fulfillment of the Vendor’s obligations arising from a Contract with the City.
- U. **VENDOR/CONTRACTOR** – Person or business enterprise providing goods, equipment, labor and/or services to the City as fulfillment of obligations arising from an Agreement or Purchase Order.

II. SOLICITATIONS

A. **CONFLICT OF INTEREST:**

Chapter 176 of the Texas Local Government Code requires an entity contracting or seeking to contract for the sale or purchase of property, goods, or services with a local governmental entity to disclose any affiliation or business relationship which might create a conflict of interest with a local government entity. The Conflict of Interest Questionnaire is available from the Texas Ethics Commission at https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm, and completed forms must be submitted to the appropriate records administrator of the City not later than the seventh business day after the date the entity begins contract discussions or negotiations with the local governmental entity, or submits to the local governmental entity an application, response to a Request for Proposals or Bids, correspondence, or another writing related to a potential Agreement with the local governmental entity. If responding to a Solicitation, the Conflict of Interest Form may be submitted with the Response. The completed forms may be mailed or hand delivered to the City Secretary at the following address: The City of Leander, Office of the City Secretary, City Hall, 105 N. Brushy St Leander, TX 78641. This legislation is subject to change and each entity should consult its own attorney regarding the current law. Any attempt to intentionally or unintentionally conceal a conflict of interest may result in disqualification of any response to a solicitation. The validity of the Contract is not affected solely because of failure to comply with the conflict of interest disclosure requirements.

B. **COMMUNICATIONS WITH THE CITY:**

To insure the proper and fair evaluation of a Solicitation, the City prohibits ex parte communication (e.g., unsolicited) initiated by the Offeror to the City Official or Employee evaluating or considering the Responses prior to the time an award has been made. Communication between Offeror and the City will be initiated by the appropriate City Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the Solicitation. Ex parte communication may be grounds for disqualifying the offending Offeror from consideration or award of the Solicitation then in evaluation, or any future Solicitation.

Unless otherwise specified, all requests for clarification or questions regarding a Solicitation must be directed to the City of Leander Purchasing Office, Attn.: Purchasing Agent, PO Box 319, 105 N. Brushy St., Leander, TX 78641-0319, 512-528-2730, FAX: 512-528-2829, kjohnson@leandertx.gov.

C. DISCLOSURE OF PENDING LITIGATION:

Each Respondent shall include in its proposal a complete disclosure of any material civil or criminal litigation or pending investigation which involves the Respondent or in which the Respondent has been judged guilty.

D. CONFIDENTIALITY OF RESPONSES, PUBLIC INFORMATION ACT:

All Responses are subject to release as public information unless the Response or specific parts of the Response can be shown to be exempt from the Texas Public Information Act. Respondents are advised to consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information. The City assumes no obligation or responsibility for asserting legal arguments on behalf of potential Respondents.

If a Respondent believes that a Response or parts of a Response are confidential, then the Respondent shall so specify. The Respondent shall stamp in bold red letters the term "**CONFIDENTIAL**" on that part of the Response, which the Respondent believes to be confidential. Vague and general claims as to confidentiality shall not be accepted. All Responses and parts of Responses that are not marked as confidential will be automatically considered public information. Notwithstanding, responses to Requests for Proposals shall be opened in a manner that avoids disclosure of the contents to competing offeror and keeps the proposals secret during negotiations as provided for in Section 252.049 of the Local Government Code.

E. CLARIFICATIONS, WAIVER OF MINOR TECHNICALITIES OR DISCREPANCIES:

The City reserves the right to request clarification or additional information specific to any Response after all Responses have been received and the Solicitation Due Date has passed. Additionally, the City reserves the right to accept or reject all or part of any Response, waive any formalities or technical inconsistencies, delete any requirement or specification from the Solicitation, or terminate the Solicitation when deemed to be in City's best interest.

F. COST OF PREPARATION OF RESPONSE:

All costs directly or indirectly related to preparation of a Response to this Solicitation or any oral presentation required to supplement and/or clarify a Response which may be required by the City shall be the sole responsibility of the Respondent.

G. RESPONSES BECOME PROPERTY OF THE CITY:

Submissions received in response to a Solicitation become the sole property of the City.

H. WITHDRAWAL OF A RESPONSE:

A Response may be withdrawn prior to the submission deadline by submitting a written request for its withdrawal to the Purchasing Office. A new Response may be submitted and must be received prior to the submission deadline to be considered. Modifications offered in any manner will not be considered if submitted after the submission deadline.

I. DETERMINATION OF AWARD, RESULTING AGREEMENT:

In determining award, the City reserves the right to select the acceptable Respondent who will offer contractual terms and conditions most favorable to the City. All requirements stated in the Solicitation shall become a part of any Contract, Agreement or Purchase Order awarded as a result of the Solicitation, and any deviations from these requirements must be specifically stated and defined by the Respondent in their Response. Requests for clarification and the responses(s) shall also become a part of any Contract, Agreement or Purchase Order resulting from the Solicitation.

J. AFFIRMATIONS AND CERTIFICATIONS:

By signature on and submission of a Response, Respondent certifies they have not conspired with any other potential supplier in any manner to attempt to control competitive pricing. By signature on and submission of a Response, Respondent certifies they are duly qualified, capable and a bondable business entity not in receivership or contemplating same, and has not filed for bankruptcy. By signature on and submission of a Response, Respondent affirms that they will not discriminate against any employee or applicant as prohibited by law.

K. REQUIREMENTS FOR SUBMISSION OF RESPONSE OF FORMAL SOLICITATION:

1. All Responses must be submitted on the form provided by the City, and accompanied by all required attachments. Each Response shall be placed in a separate envelope and properly identified with Solicitation Number and Opening Date. Responses must be time-stamped at the Purchasing Office, 105 N. Brushy St, Leander TX 78641, PO Box 319, Leander, TX 78646, on or before due date and time shown on the Solicitation form. Late Responses will not be considered.
2. If applicable, Respondent will show exact cost to deliver. Responses must specify unit price on the quantity specified, extend and show total. Unit prices shall govern, including in case of errors. Cash discounts will not be considered in determining award; all cash discounts offered will be taken if earned. Respondent will list and deduct all discounts not based on early payment from prices quoted.
3. The City is exempt from all federal excise, state and local taxes unless otherwise stated. The City claims exemption from under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon request. Do not include taxes in Response to any Solicitation.
4. Unless stated otherwise, any catalog, brand name or manufacturer's reference used in the Solicitation is descriptive (not restrictive), and is used to indicate type and quality desired. Responses on brands of like nature and quality will be considered. If quoting on other than referenced specifications, the Response MUST show manufacturer brand or trade name and description of product offered. Illustrations and complete descriptions of product offered should be made part of the Response. If Respondent does not identify exceptions to the specifications shown in this Invitation, Respondent will be required to furnish brand names, numbers, etc., as shown in the Solicitation.
5. Response must show the number of days required to deliver items or provide services to the City's designated location under normal conditions. Unrealistically short or long delivery promises may cause Response to be disregarded.

L. PURCHASE ORDERS**A. GENERAL TERMS AND CONDITIONS****1. ACCEPTANCE:**

A Purchase Order is the City's commitment to make procurement and is subject to Vendor's acceptance of the City's terms and conditions.

2. ABSENCES OF PURCHASE ORDER OR AGREEMENT:

The City is not responsible for delivery of any materials or services without a proper Purchase Order.

3. VENDOR'S OBLIGATIONS:

The Vendor shall fully and timely provide all deliverables described in the Solicitation and in the Vendor's Offer in strict accordance with the terms, covenants, and conditions of the Agreement and all applicable Federal, State, and local laws, rules, and regulations.

4. EFFECTIVE DATE/TERM:

Unless otherwise specified in the Solicitation, this Agreement shall be effective as of the date the City issues and signs the Purchase Order, and shall continue in effect until all obligations are performed in accordance with the Agreement.

5. SUBCONTRACTORS:

If the Vendor utilizes Subcontractors in providing the goods and/or services under this Purchase Order, the Vendor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Vendor is responsible for the Vendor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law. The Vendor shall:

- a. Require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Agreement;
- b. Prohibit the Subcontractor from further subcontracting any portion of the Agreement without the prior written consent of the City and the Vendor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
- c. Require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Vendor in sufficient time to enable the Vendor to include same with its invoice or application for payment to the City in accordance with the terms of the Agreement;
- d. Require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Vendor, with the City being a named insured as its interest shall appear;
- e. Require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City;
- f. Pay each Subcontractor its appropriate share of payments made to the Vendor not later than ten (10) calendar days after receipt of payment from the City.

6. DELAYS:

The City may delay scheduled delivery or other due dates by written notice to the Vendor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Agreement, the City and the Vendor shall negotiate an equitable adjustment for costs incurred by the Vendor in the Agreement price and execute an amendment to the Agreement. The Vendor must assert its right to an adjustment within ten (10) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution Process specified in Section IV. However, nothing in this provision shall excuse the Vendor from delaying the delivery as notified.

7. FORCE MAJEURE:

Neither party shall be liable for any default or delay in the performance of its obligations under this Agreement if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond reasonable control. In the event of default or delay in performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

8. INSURANCE REQUIREMENTS:

Unless specific insurance requirements are noted, Vendor shall maintain insurance coverage appropriate for the fulfillment of the Purchase Order. In the event the Vendor, its employees, agents or subcontractors enter premises occupied by or under the control of the City, the Vendor agrees to maintain public liability and property damage insurance in reasonable limits covering the obligations set forth in this Purchase Order, and will maintain Workers' Compensation coverage (either by insurance or if qualified pursuant to law, through a self-insurance program) covering all employees performing on premises occupied by or under control of the City. The Vendor shall not commence work until the required insurance is obtained. Upon request, Vendor shall provide a copy of its insurance policies to the City within fourteen (14) days. Failure to provide the required certificate of insurance may subject the vendor to disqualification from consideration for award. The Vendor must also forward a certificate of insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

a. Insurance Requirements:

The successful Proposer shall procure and maintain in force during the terms of any contract awarded pursuant to this RFP, at its own cost, the following minimum insurance coverage:

- Builder's Risk: based upon full construction costs, if required per contract
- Workers' Compensation and Employers' Liability

State of Texas:	\$1,000,000 Each Accident
Employer's Liability:	\$ 100,000 Each Accident
	\$ 500,000 Disease-Policy Limit
	\$ 100,000 Disease-Each Employee
- Waiver of Subrogation
- Commercial General Liability

Bodily Injury & Property Damage	
General Aggregate Limit:	\$1,000,000
Personal & Advertising Injury Limit:	\$ 500,000
Each Occurrence Limit:	\$1,000,000

The policy shall be on an Occurrence Form and include the following coverage: Premises Operations; Personal and Advertising Injury; Medical Payments;
Liability assumed under an Insured Contract; Independent Contractors; and Broad Form Property Damage. Coverage provided should be at least as broad as found in Insurance Services Office (ISO) form CG0001.

- Commercial Automobile Liability Limits

Bodily Injury & Property Damage

Combined Single Limit:	\$1,000,000
Medical Payments:	\$ 5,000 Per Person
Uninsured/Underinsured Motorist	\$ 100,000

Prior to the execution of any awarded contract by the City, the successful Proposer shall forward Certificates of Insurance to the Purchasing Manager. The required insurance policies shall be procured and maintained in full force and effect for the duration of the awarded contract. Certificate Holder shall be the City of Leander at 105 N. Brushy Street, Leander, TX 78641.

9. EXCEPTIONS TO SPECIFICATIONS:

Any deviation from the specifications must be clearly indicated in the Response to the Solicitation or promptly documented in writing at or before the time of the award. Any deviations or exceptions are subject to review by the City and may be grounds for rejection.

10. TRAVEL EXPENSES:

All travel, lodging and/or per diem expenses associated with providing the materials, equipment or services specified must be included in the original Quotation and/or the resulting Purchase Order or Agreement. All travel expenses are subject to review by the City and documentation of actual itemized expenses may be requested. No reimbursement will be made without prior authorization, or for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed.

11. HUB REQUIREMENTS:

The City complies with the requirements of the State of Texas *Local Government Code*, Chapter 252, Section 252.0215.

12. SPECIAL TOOLS AND EQUIPMENT:

If the price stated in the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Vendor to fulfill the Agreement, such special tooling and/or equipment and all process sheets associated thereto shall become the property of the City and shall be identified by the Vendor as such.

B. SERVICES

1. PLACE AND CONDITIONS OF WORK, ACCESS TO SITE:

If Services are to be performed principally on the City's premises or in public rights of way, the City shall provide the Vendor access to the sites where the Vendor is to perform the Services as required in order for the Vendor to perform in a timely and efficient manner, in accordance with and subject to applicable security laws, rules and regulations. The Vendor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of the materials, equipment, labor and facilities necessary to perform the Services and any other conditions or states of fact which could, in any way, affect performance of the Vendor's obligations under the Agreement. The Vendor shall promptly notify the City if the actual site or service conditions differ from the expected conditions and failing to do so, hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature.

2. VENDOR TO PROVIDE ALL MATERIAL, EQUIPMENT, LABOR:

Vendor shall provide all goods and labor necessary to perform Services. All material must be new and all equipment utilized must be in good safe working condition and suitable for Services. Vendor shall employ all personnel for Services in accordance with the requirements of applicable local, state, and federal law.

3. WORKFORCE:

If Services are to be performed principally on the City's premises or on public right-of-ways:

Vendor shall employ only orderly and competent workers, skilled in the performance of the Services which they will perform under the Agreement. Vendor, its employees, subcontractors and subcontractor's employees while engaged in participating in a Solicitation or while in the course and scope of delivering goods and services under a City Purchase Order or Agreement may not: use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the Agreement; or use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated or under the influence of alcohol or drugs while on the job.

If the City or the City's representative notifies the Vendor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Vendor shall immediately remove such worker from Agreement services and may not employ such worker again on Agreement services without the City's prior consent.

4. COMPLIANCE WITH ALL HEALTH, SAFETY AND ENVIRONMENTAL REQUIREMENTS:

If Services are to be performed principally on the City's premises or on public rights of way, the Vendor, its subcontractors and their respective employees, shall comply fully with all applicable federal, state and local health, safety and environmental laws, ordinances, rules and regulations in the performance of the Services, including but not limited to those promulgated with the City and the Occupational Safety and Health Administration (OSHA). In the case of conflict, the most stringent safety requirement shall govern. The Vendor shall defend, indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liabilities of any kind or nature arising from the breach of the Vendor's obligations under this paragraph.

5. STOP WORK NOTICE:

The City may issue an immediate Stop Work Notice in the event the Vendor is observed performing in a manner that is in violation of Federal, State or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Vendor shall cease all work until

notified by the City that the violation or unsafe condition has been corrected. The Vendor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

6. WARRANTY OF SERVICES:

Vendor warrants and represents that all Services to be provided to the City under the Agreement will be fully and timely performed in good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions and covenants of the Agreement and all applicable Federal, State and local laws, rules or regulations. This warranty may not be limited, excluded or disclaimed and any attempt to do so will be without force or effect. Unless otherwise specified, the warranty period shall be a minimum of one (1) year from acceptance by the City of Services. In the event any applicable warranty is breached, the Vendor shall promptly upon receipt of demand of performance, perform the Services again in accordance with the above standard at no additional costs to the City. All costs incidental to such additional performance shall be borne solely by the Vendor. The City shall endeavor to give the Vendor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section. In the event the Vendor is unable or unwilling to perform the services in accordance with the above standards as required by the City, then in addition to any other available remedy, the City may reduce the amount of services originally required to purchase from the Vendor under the Agreement and procure conforming services from other sources. In such event, the Vendor shall pay the City upon demand the increased cost, if any, incurred by the City to procure such services from an alternative source.

C. COMMODITIES/EQUIPMENT

1. MATERIAL SAFETY DATA SHEETS:

Under the "Hazardous Communication Act," commonly known as the "Texas Right to Know Act," a Vendor must provide to the City WITH EACH DELIVERY Material Safety Data Sheets, which are applicable to hazardous substances as defined in the Act.

2. GOODS:

Goods furnished shall be new and the latest improved model in current production, as offered to commercial trade, and shall be of quality workmanship and material. The Vendor represents that all goods and equipment offered shall be new. Unless otherwise specified, used, shopworn, demonstrator, prototype or discontinued models are not acceptable.

3. PACKAGING OF DELIVERABLES:

Vendor must package deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and the unit price. Unless otherwise provided in writing by the City, each shipping container shall be clearly and permanently marked with the Vendor's name and address, and the City's name, address and Purchase Order number. Vendor shall bear all costs of packaging. Deliverables must be suitably packed to secure lowest transportation cost, conform with requirements of common carriers and ensure safe delivery. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

4. WARRANTY:

The goods or equipment specified shall be warranted against defects in material or workmanship for a period of not less than twelve (12) months from date of acceptance by the City. If the manufacturer's warranty exceeds twelve (12) months, then the manufacturer's warranty shall be in effect. Vendor shall furnish a copy of the manufacturer's warranty at the time of delivery.

5. NO LIMITATION OF MANUFACTURERS' WARRANTIES:

Vendor may not limit, exclude or disclaim any warranty provided by manufacturer.

D. DELIVERY

1. DELIVERY TERMS, TRANSPORTATION CHARGES, FOB:

Deliverables shall be shipped FOB destination (point of delivery) unless otherwise specified on the Purchase Order or in the Solicitation. The Vendor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship deliverables. The place of delivery shall be specified in the Purchase Order.

2. NO SUBSTITUTIONS OR CANCELLATIONS:

Unless specifically permitted in writing by the City, no substitutions or cancellations shall be acceptable.

3. NOTICE OF DELAY IN DELIVERY:

If a delay in delivery is anticipated, Vendor shall give written notice to the City. The City has the right to extend the delivery time/service date, or to cancel the Purchase Order or Agreement. Vendor shall keep the City advised at all times of the status of the order. Default in promised delivery, service or failure to meet specifications authorizes the City to procure the goods or services from an alternate source and charge the full increase, if any, in cost and handling to defaulting Vendor. Default on delivery may result in legal action and recourse.

4. DELIVERY LOCATION, HOURS, DAYS, HOLIDAYS:

Unless otherwise specified, all deliveries must be made to City of Leander, at the City Department ship to address on the Purchase Order between the hours of 8AM and 4PM (CST), Monday through Friday except regularly observed state and federal holidays. Receipt of goods or materials does not signify acceptance.

5. NO SHIPMENT UNDER RESERVATION:

Vendor is not authorized to ship deliverables under reservation and no tender of bill of lading will operate as a tender of deliverables.

6. TITLE/RISK OF LOSS:

Title to and risk of loss of the deliverables shall pass to the City only when the City actually receives and accepts the deliverables (no delivery, no sale).

7. RIGHT OF INSPECTION AND REJECTION:

The City expressly reserves all rights under law, including but not limited to, the Uniform Commercial Code, to inspect the deliverables at delivery or at a reasonable time subsequent to delivery, and to reject defective or non-conforming deliverables. If the City has the right to inspect the Vendor's or the Vendor's subcontractors facilities, or the deliverables at the Vendor's or the Vendor's subcontractors premises, the Vendor shall furnish or shall cause to be furnished without additional charge all reasonable facilities and assistance to the City to facilitate such inspection.

8. ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING GOODS:

If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept such deliverables, the City may do so. The Vendor shall pay all claims, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If discovery that the deliverables are defective or non-conforming occurs after final payment, Vendor may be required to refund such amounts to the City.

E. PAYMENT

1. TAX EXEMPT STATUS:

The City is exempt from all federal excise, state and local taxes unless otherwise stated in this document. The City claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates are furnished upon request. Vendor will not charge for such taxes. If billed, the City will not remit payment until a corrected invoice is received.

2. INVOICING REQUIREMENTS:

Unless otherwise specified, all invoices shall be submitted to City of Leander, Accounts Payable, PO Box 319, Leander, TX 78646, and issued as required by the Purchase Order or Agreement. Each invoice must reference the unique Purchase Order number, and include the Vendor's complete name and remit to address. If applicable, transportation and delivery charges must be itemized on the invoice. A copy of the bill of lading and the freight waybill must be submitted with the invoice, if applicable. Invoices for labor must include a copy of all time sheets with labor rate and Purchase Order or Agreement number clearly identified. Invoices for labor shall also include a tabulation of hours worked at the appropriate rates and grouped by work order number, if applicable. Time billed for labor shall be limited to hours actually worked at the work site.

3. PAYMENT TERMS:

All payments will be processed in accordance with Texas Prompt Payment Act, *Texas Government Code*, Subchapter B, Chapter 2251. The City will make every effort to pay Vendor within thirty days after the later of: acceptance of goods, supplies, materials, equipment; the day of performance of services was completed; or the day of receipt of a correct invoice for goods, supplies, materials, equipment or services. The Vendor may charge a late fee (fee shall not be greater than that permitted under the Texas Prompt Payment Act) for payments not made in accordance with this prompt payment policy; however, the policy does not apply to payments made by the City in the event: (a) there is a bona fide dispute between the City and Vendor concerning the goods, supplies, materials, equipment delivered, or the services performed, that causes the payment to be late; (b) the terms of a federal agreement, grant, regulation or statute prevents the City from making a timely payment with Federal funds; (c) there is a bona fide dispute between the Vendor and a subcontractor and its suppliers concerning goods, supplies, material or equipment delivered, or the services performed, which caused the payment to be late; or (d) the invoice is not mailed to the City in strict accordance with instructions on the Purchase Order or Agreement, or other such contractual agreement.

4. RIGHT TO AUDIT:

The Vendor agrees that the representatives of the City shall have access to, and the rights to audit, examine, or reproduce, any and all records of the Vendor related to the performance under this Agreement. The Vendor shall retain all such records for a period of four (4) years after final payment on this Agreement or until all audit and litigation matters that the City has brought to the attention of the Vendor are resolved, whichever is longer. The Vendor agrees to refund to the City any overpayments disclosed by any such audit.

5. FIRM PRICING:

The price shall remain firm for the duration of the Purchase Order or Contract, or extension periods. No separate line item charges shall be permitted for either bidding or invoice purposes, which shall include equipment rental, demurrage, fuel surcharges, delivery charges, and cost associated with obtaining permits or any other extraneous charges. Vendor further certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

6. PRICE WARRANTY:

The Vendor warrants the prices quoted are not materially higher than the Vendors current prices on orders by others for like deliverables under similar terms of purchase. In addition to any other remedy available, the City may deduct from any amounts owed to the Vendor, or otherwise recover, any amounts paid for items materially in excess of the Vendor's current prices on orders by others for like deliverables under similar terms of purchase.

7. VENDOR OWING TAXES OR FEES TO THE CITY:

Payment will not be made to any person, firm or in arrears in taxes or fees to the City.

IV. TERMS, CONDITIONS AND ADDITIONAL REQUIREMENTS

A. VENDOR'S OBLIGATION:

Vendor shall fully and timely provide all deliverables described in Solicitation and in the Vendor's Offer in strict accordance with the terms, covenants and conditions of the Agreement and all applicable federal, state and local laws, rules and regulations.

B. DEFAULT:

Vendor shall be in default under the Agreement if the Vendor: (a) fails to fully, timely and faithfully perform any of its material obligations under the Agreement, (b) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (c) makes a material misrepresentation in Vendor's Offer, or in any report or deliverable required to be submitted by Vendor to the City.

C. ABANDONMENT OR DEFAULT:

A Vendor who abandons or defaults the work on the Agreement and causes the City to purchase the services elsewhere may be charged the difference in service if any and may not be considered in the re-advertisement of the service and may be rejected as an irresponsible bidder and not considered in future Solicitations for the same type of service unless the scope of work is significantly modified.

D. TERMINATION/CANCELLATION:

1. TERMINATION FOR CAUSE:

In the event of default by the Vendor, the City shall have the right to terminate the Agreement for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Vendor, within such ten (10) day period cures such default, or provides evidence sufficient to prove to the City's satisfaction that such default does not, in fact, exist. In addition to any other remedies available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses incurred by the City as a

result of the Vendor's default, including without limitation, cost of cover, reasonable attorneys' fees, court costs and prejudgment and post-judgment interest at the maximum lawful rate. Additionally, in the event of default by the Vendor, the City may remove the Vendor from the City's Vendor List and any Offer submitted by the Vendor may be disqualified for up to three (3) years. All rights and remedies under the Agreement are cumulative and not exclusive of any other right or remedy provided by law.

2. TERMINATION WITHOUT CAUSE:

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

3. NON-APPROPRIATION:

The resulting Agreement is a commitment of the City's current revenues only. It is understood and agreed that the City shall have the right to terminate the Agreement at the end of any City fiscal year (September 30th) if the governing body of the City does not appropriate funds sufficient to purchase the estimated yearly quantities, as determined by the City's budget for the fiscal year in question. The City may effect such termination by giving the Vendor a written notice of termination at the end of its then current fiscal year.

4. CANCELLATION:

The City reserves the right to cancel the Agreement for default all or any part of the delivered portion of the deliverables if the Vendor breaches any term hereof including warranties, or becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any remedies which the City may have in law or in equity.

E. FRAUD:

Fraudulent statements by the Vendor on any Offer or in any report or deliverable required to be submitted by the Vendor to the City shall be grounds for termination of the Agreement for cause by the City and may result in legal action.

F. INDEMNITY:

VENDOR SHALL DEFEND (at the option of the City), INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LEGAL PROCEEDINGS, CAUSES OF ACTION, CLAIMS, DEMANDS, DAMAGES, JUDGMENTS, LOSSES, LIENS, COSTS, EXPENSES, ATTORNEYS' FEES AND ANY AND ALL OTHER COSTS, FEES AND/OR CLAIMS OF ANY KIND OR DESCRIPTION ARISING OUT OF, IN CONNECTION WITH OR RESULTING FROM THE AGREEMENT OR THE GOODS OR SERVICES PROVIDED UNDER THE AGREEMENT. THE VENDOR AND THE CITY ARE CONCURRENTLY NEGLIGENT, EACH PARTY'S LIABILITY SHALL BE LIMITED TO THAT PORTION OF NEGLIGENCE ATTRIBUTABLE TO IT AS DETERMINED UNDER THE APPLICABLE PROPORTIONATE RESPONSIBILITY RULES OF THE STATE OF TEXAS. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHOMAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

G. LIABILITY:

Any person, firm or corporation performing services pursuant to this Agreement or Purchase Order shall be liable for all damages incurred while in the performance of such services. Vendor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents and employees from all claims, demands and causes of action of any nature including the cost of defense thereof, for any injury to, including death of, any person whether that person be a third party, supplier or an employee of either of the parties hereto, and any loss of or damage to property, whether the same be that of either of the parties, caused by or alleged to have been caused by, arising out of or in connection with the issuance of the Agreement or Purchase Order to the Vendor and the negligence of the Vendor, whether or not said claims, demands and causes of action in whole or in part are covered by insurance. Certificates of insurance may be required for, but not limited to, Commercial General Liability, Business Auto Liability, Workers Compensation and Professional Liability Insurance.

H. INFRINGEMENT:

Vendor represents and warrants to the City that: (a) Vendor shall provide the City good and indefeasible title to the deliverables and (b) the deliverables supplied by the Vendor in accordance with the specifications of the Agreement shall not infringe, directly or contributory, any patent, trademark, copyright, trade secret or any other intellectual property right of any kind of any third party; that no claims have been made by a person or entity with respect to the ownership or operation of the deliverables and the Vendor does not know of any basis for any such claims. Vendor shall, at its sole expense, defend, indemnify and hold the City harmless from and against all liability, damages and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (a) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the deliverable infringes the intellectual property rights of any third party; or (b) Vendor's breach of any of the Vendor's representations or warranties stated in this Agreement. In the event of any such claim, the City shall have the right to monitor such claim or, at its option, engage its own separate counsel to act as co-counsel on the City's behalf. Further, Vendor agrees that the City's specifications regarding the deliverables shall in no way diminish Vendor's warranties or obligations under the Section, and the City makes no warranty that the products, development or delivery of such deliverables will not impact such warranties of Vendor.

I. DAMAGE TO CITY PROPERTY:

Vendor shall be responsible for any and all damage to the City's equipment and/or property, the workplace and its contents, by its work, negligence in work, its personnel and equipment. Vendor shall be responsible and liable for the safety, injury and health of its working personnel while its employees are performing service work.

J. OVERCHARGES:

Vendor hereby assigns to the City any and all claims for overcharges associated with this Agreement which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and/or which arise under the antitrust laws of the State of Texas, *Business and Commerce Code Ann.*, Section 15.01, et seq.

K. CONFIDENTIALITY:

In order to provide the deliverables to the City, Vendor may require access to certain of the City's and/or its licensors' confidential information (including, but not limited to, inventions, employee information, trade secrets, confidential know-how, confidential business information and other information which the City or its licensors consider confidential)(collectively, "Confidential Information"). Vendor acknowledges and agrees that the Confidential

Information is the valuable property of the City and/or its licensors, and any unauthorized use, disclosure, dissemination or other release of the Confidential Information will substantially injure the City and/or its licensors. The Vendor (including its employees, subcontractors, agents or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate or otherwise use the Confidential Information without the prior written consent of the City, or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or as a result of an order of any court or other governmental authority with proper jurisdiction, provided the Vendor promptly notifies the City prior to disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Vendor agrees to use protective measures no less stringent than the Vendor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

L. CODES, PERMITS, LICENSES:

Vendor shall comply with all federal, state and local standards, codes and ordinances and the terms and conditions of the services of the electric utility, as well as other authorities that have jurisdiction pertaining to equipment and materials used and their application. None of the terms or provisions of the specification shall be construed as waiving any rules, regulations or requirements of these authorities. Vendor shall be responsible for obtaining all necessary permits, certificates and/or licenses to fulfill contractual obligations to the City.

M. ADVERTISING/PUBLICITY:

Vendor shall not advertise or otherwise publicize, without the City's prior written consent, the fact that the City has entered into the Agreement, except to the extent required by applicable law.

N. INDEPENDENT CONTRACTOR:

The Agreement shall not be construed as creating an employer/employee relationship, a partnership or joint venture. The Vendor's services shall be those of an independent contractor. The Vendor agrees and understands that the Agreement does not grant any rights or privileges established for employees of the City. Vendor shall not be within protection or coverage of the City's Worker Compensation insurance, Health Insurance, Liability Insurance or any other insurance that the City, from time to time, may have in force.

O. LIENS:

Vendor shall defend, indemnify and hold the City harmless from and against any and all liens and encumbrances for all labor, goods and services provided under this Agreement. At the City's request, the Vendor or its subcontractors shall provide a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City. The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances.

P. ASSIGNMENT/DELEGATION:

The Agreement shall be binding upon and endure to the benefit of the City and the Vendor, and their respective successors and assignees, provided however, that no right or interest in the Agreement shall be assigned and no obligation shall be delegated by the Vendor without the prior written consent of the City. Any attempted assignment or delegation by the Vendor shall be void unless made in conformity with this Section. The Agreement is not intended to confer any rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Agreement.

Q. INTERPRETATION:

The Agreement is intended by both parties as the final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Agreement. Although the Agreement may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner fair to both parties, reading no provision more strictly against one party of the other. Whenever a term defined by the Uniform Commercial Code (the "UCC"), as enacted by the State of Texas, is used in the Agreement, the UCC definition shall control unless otherwise defined in the Agreement.

R. GOVERNING LAW AND VENUE:

This Agreement is made under and shall be governed by the laws of the State of Texas, including when applicable, the UCC as adopted in Texas, VTCA, *Business & Commerce Code*, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. This Agreement is fully performable in Leander, TX, and the venue for any action related to this Agreement shall be Leander, TX. All issues arising from this Agreement shall be resolved in the courts of Williamson County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or the ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein and does not waive the city's defense of sovereign immunity.

S. INTERLOCAL COOPERATIVE PURCHASING/PIGGYBACK CONTRACTS:

Other governmental entities may be extended the opportunity to purchase from Solicitations of the City, with the consent and agreement of the awarded Vendor(s) and the City. Such consent and agreement shall be conclusively inferred from lack of exception to this clause in Vendor's Response. However, all parties indicate their understanding and all parties hereby expressly agree that the City is not an agent of, partner to or representative of those outside agencies or entities and that the City is not obligated or liable for any action or debts that arise out of such independently negotiated piggyback procurements.

T. SURVIVABILITY OF OBLIGATIONS:

All provisions of the Agreement that impose continuing obligations on the parties, including but not limited to the warranty, indemnity and confidentiality obligations of the parties, shall survive the expiration or termination of the Agreement.

U. CLAIMS:

If a claim, demand, suit or other action is asserted against the Vendor which arises under or concerns the Agreement, or which could have a material adverse effect on the Vendor's ability to perform thereunder, the Vendor shall give written notice to the City within ten (10) calendar days after receipt of notice by the Vendor. Such notice to the City shall state the date of notification of any such claim, demand, suit or other action; the names and address of the claimant(s); the basis thereof; and the name of each person against whom such claim is asserted. Such notice shall be delivered to the Purchasing Department as set forth below.

V. NOTICES:

Unless otherwise specified, all notices, requests or other communications required or appropriate to be given under the Agreement shall be in writing and deemed delivered three (3) business days after postmarked if sent by US Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, fax, or other commercially accepted means. Notices to the Vendor shall be sent to the address specified in the Vendor's Offer or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to: City of Leander, Purchasing Office, PO Box 319, Leander, Texas 78646 and marked to the attention of the Purchasing Agent.

W. GRATUITIES:

The City may, by written notice to the Vendor, cancel the Agreement without liability if it is determined by the City that gratuities were offered or given by the Vendor or any agent or representative of the Vendor to any officer or employee of the City with the intent of securing the Agreement or securing favorable treatment with respect to awarding or amending or the making of any determinations with respect to performing of the Agreement. In the event the Agreement is cancelled by the City pursuant to this Section, the City shall be entitled, in addition to any other rights and remedies, to recover the benefits or payments to the Vendor, as a result of the gratuities.

X. PERSONAL INTEREST PROHIBITED:

No officer, employee, independent consultant or elected official of the City who is involved in the development, evaluation or decision-making process of the performance of the any Solicitation shall have a financial interest, direct or indirect, in the resulting Agreement. Any willful violation of this Section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. In the event a member of the governing body or an appointed board or commission of the City belongs to a cooperative association, the City may purchase equipment or supplies for the association only if no member of the governing body, board or commission will receive pecuniary benefit from the purchase, other than as reflected as an increase in dividends distributed generally to members of the association. Any violation of this provision with the knowledge, expressed or implied, by the Vendor shall render the Agreement voidable by the City. Nevertheless, the City may obtain the equipment or service if a conflict of interest affidavit is filed and the Council member recuses his/herself.

Y. WAIVER:

No claim or right arising out of a breach of the Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Vendor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Agreement, or an express or implied acceptance of any other existing or future default(s), whether of similar or different character.

Z. DISPUTE RESOLUTION:

If either the Vendor or the City has a claim, dispute or other matter in question for breach of duty, obligations, services rendered or any warranty that arises under this Agreement, the parties shall first attempt to resolve the matter through this dispute resolution process. The disputing party shall notify the other party in writing as soon as practicable after discovering the claim, dispute or breach. The notice shall state the nature of the dispute and list the party's specific reasons for such dispute. Within ten (10) business days of receipt of the notice, both parties shall make a good faith effort, in person or through generally accepted means, to resolve any claim, dispute, breach or other matter in question that may arise out of, or in connection with, this Agreement. If the parties fail to resolve the dispute within sixty (60) days of the date of receipt of the notice of the dispute, then the parties may submit the matter to non-binding mediation upon written consent of authorized representatives of both parties in accordance with the Arbitration Rules of the American Arbitration Association or other applicable rules governing mediation then in effect. If the parties cannot resolve the dispute through mediation, then either party shall have the right to exercise any and all remedies available under law regarding the dispute.

AA. INVALIDITY:

The invalidity, illegality or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace the 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 the entire Agreement from being void should a provision which is the essence of the Agreement be determined to be void.

BB. RIGHT TO ASSURANCES:

In the event the City, in good faith, has reason to question the intent of the Vendor to perform, the City may demand written assurances of the intent to perform. In the event no written assurance is given within the time specified, the City may treat this failure as an anticipatory repudiation of the Agreement.

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

DD. IRAN, SUDAN, FOREIGN TERRORIST ORGANIZATIONS: To the extent this Agreement constitutes 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, the Vendor represents that the Vendor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Vendor is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.



**ADDENDUM
CITY OF LEANDER, TEXAS**

Solicitation: RFQS S23-023

Addendum No: 1

Date of Addendum: August 28, 2023

This addendum is to incorporate the following changes to the above referenced solicitation:

I. Extension:

Due to the volume of questions the City estimates answering those questions Wednesday, September 6, 2023. The proposal due date is hereby extended until Thursday, September 21, 2023, at 3:00 PM CST.

II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:

Cheryl Kaufman
 Cheryl Kaufman, Purchasing Manager
 Purchasing Office, 512-528-2730

8/28/23

By the signature affixed below this addendum is hereby incorporated into and made a part of the above referenced solicitation.

ACKNOWLEDGED BY:

 Name

 Authorized Signature

 Date

RETURN ONE SIGNED COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE WITH YOUR SEALED PROPOSAL. FAILURE TO DO SO MAY AUTOMATICALLY DISQUALIFY YOUR RESPONSE FROM CONSIDERATION FOR AWARD.



**ADDENDUM
CITY OF LEANDER, TEXAS**

Solicitation: RFQS S23-023

Addendum No: 2

Date of Addendum: September 6, 2023

This addendum is to incorporate the following changes to the above referenced solicitation:

I. Questions:

Q1. Why has this bid been released at this time?

A1. The City Manager has requested this course of action.

Q2. Are bidders permitted to deviate in any way from any manner of quoting fees you may be expecting? For example, if there is a pricing page in the RFP, can bidders submit an alternate fee structure? If there is no pricing page in the RFP, do you have any preference for how bidders should quote fees or can bidders create their own pricing categories?

A2. Respondents may submit pricing and fee structures only when asked to do so. Do not include this information in your original submission. Fee schedules will be flexible and/or negotiated.

Q3. Please describe your level of satisfaction with your current or recent vendor(s) for the same purchasing activity, if applicable.

A3. Very satisfied.

Q4. Who is the incumbent, and how long has the incumbent been providing the requested services?

A4. McCreary Veselka Bragg & Allen (MVBA) has been the incumbent since 2009.

Q5. How are fees currently being billed by any incumbent(s), by category, and at what rates?

A5. For Court- current fees are being billed monthly at 30%. Total amount paid is sent to Court weekly. At end of month current vendor sends invoice to us that we match with our "pick up" tickets from vendor, and we send payment to vendor for their collection fees due.

Q6. What estimated or actual dollars were paid last year, last month, or last quarter to any incumbent(s)?

A6. Court paid current vendor for July 2023-\$1523.77 for the year 2022 \$17,777.40.

Q7. To what extent are these accounts owed by private consumers versus commercial businesses?

A7. 100% private.

Q8. Will accounts be primary placements, not having been serviced by any other outside collection agency, and/or will you also be referring secondary placements? If so, should bidders provide proposed fees for secondary placements also?

A8. Placements will go to one Vendor, including all the ones already placed with current vendor.

Q9. What collection attempts are performed or will be performed internally prior to placement?

A9. Phone Calls/text/emails/mail.

Q10. Will the selected vendor be allowed to litigate balances exceeding a certain dollar amount on your behalf, with your explicit approval?

A10. No.

Q11. What is the total dollar value of accounts available for placement now by category, including any backlog?

A11. Court - \$125,713.30

Q12. What is the total number of accounts available for placement now by category, including any backlog?

A12. COURT - AW-280; CP-28

Q13. What is the average balance of accounts by category?

A13. COURT - AW-\$400; CP-\$300

Q14. What is the average age of accounts at placement (at time of award and/or on a going-forward basis), by category?

A14. 60 Days

Q15. What is the age of the oldest accounts in the Municipal Court portfolio?

A15. Thirteen years.

Q16. What has been the historical rate of return or liquidation rate provided by any incumbent(s), and/or what is anticipated or expected as a result of this procurement?

A16. Cases paid in full are approximately 32%, cases canceled $\approx$ 32%, in collections $\approx$ 36%.

Q17. What billing servicer do you utilize?

A17. The City does not have one.

Q18. Have all cases been fully adjudicated by the time of placement?

A18. No- only capias pro-fine warrants. Court also places arrest warrants.

Q19. What is your case management/accounting software system of record?

A19. Tyler Technology Incode version 9

Q20. Who is your electronic payment/credit card processing vendor?

A20. Elavon

Q21. What process should a vendor follow, or which individual(s) should a vendor contact, to discuss budget neutral services outside of the scope of this procurement, but related to it, designed to recover more debt prior to outside placement and lower collection costs?

A21. At this time do not contact anyone other than the authorized purchaser regarding services related to this solicitation.

Q22. How do your current processes and/or vendor relationship(s) systematically determine if the death of a responsible party has occurred?

A22. Court-current vendor notifies us of deceased from their skip-tracing and removes it from their collects.

Q23. How do your current processes and/or vendor relationship(s) handle the death of a responsible party?

A23. Vendor removes from collections.

Q24. Do you have a designated process or policies around deceased accounts today, and what is envisioned in the future?

A24. Once notified by vendor, court presents information to city attorney and a motion for dismissal is executed and case is closed.

Q25. Do you currently search and file probated estate claims? Have you considered an automated tool to identify and file probated estate claims?

A25. No.

Q26. Can you please indicate what inbound and outbound contact methods, beyond phone calls or letters (such as email and text), would be permitted by the scope of work?

A26. Email and text.

Q27. Will accounts referred to your current collection provider be recalled and re-referred to the collection provider chosen pursuant to this procurement process?

A27. Yes.

Q28. Will account information from the Municipal Court and the Utilities be transmitted from a single platform or will multiple offices be sending accounts for collection to our system?

A28. Court and UB will send transmittals separately.

- Q29. Regarding Part IV Scope of Work #2, iv.4, how will the City determine if a customer's knowledge of a delinquent account was gained from another source? How will that be documented and relayed to the Vendor that a collection fee was not collected on that account?
- A29. For Court the Customer's knowledge is gained from OmniBase or Police officer. Court clerk will note in the account case and relayed weekly to the vendor through a program in our court software.
- Q30. Does the City have an active Scofflaw program? If so, does the current Vendor oversee the program, and what services are provided as part of overseeing the program?
- A30. Court has an active scofflaw program that is solely managed by our current vendor, including funding the escrow account and keeping it at \$500 or above as required by TxDot.
- Q31. Does the City utilize a Warrant Officer?
- A31. Yes.
- Q32. What public awareness/media campaigns have the current Vendor provided for Warrant Round-Up Campaigns in the past?
- A32. They handle all media and mail outs.
- Q33. When was the last time the Court did a purge of old/uncollectable cases?
- A33. 2009 and older.
- Q34. Please provide collection reports, statistical or otherwise, sent to you in 2021 and 2022 by your current collection vendor.
- A34. See attached report by MVBA for Court.
- Q35. Please provide the total amount of fees paid in 2021 and 2022 to your current collection vendor for
- A35. a. Court Collections: 2021: \$22,485.66 2022: \$17,777.40
 b. Utility Collections: 2021: Undetermined 2022: Undetermined
- Q36. If this information is available, please provide collection statistics indicating your collection vendor's performance for the years 2021 and 2022 both in dollars collected and percentage achieved.
 2021 Turnover, Paid, Dismissed, Remaining, Liquidated
 2022 Turnover, Paid, Dismissed, Remaining, Liquidated
- A36. See attached report by MVBA for Court.
- Q37. How many collection agencies do you plan to award as a result of this RFP?
- A37. One.
- Q38. What is the current contingency fee rate for each current collection agency?
- A38. 30%
- Q39. Per month, what is the overall volume of accounts (number of accounts and total dollar value of accounts) that you anticipate referring to each contracted vendor for collections?
- A39. Court has 60 accounts; for \$34,800
- Q40. Will referred accounts be allowed to be bid at a different rate, since these would be considered "seconds" and are not primary placed accounts?
- A40. No.
- Q41. What results, metrics, and/or processes are you seeking to improve or enhance under this contract?
- A41. None.
- Q42. Respectfully, would firms with experience exceeding the required 5 years in both court and utility billing outside of Texas be considered, if they can demonstrate experience to service similar and varied scope and size?
- A42. This is negotiable, provide the supplemental information as desired.
- Q43. Has the current contract gone full term? Have all options to extend the current contract been exercised?
- A43. Yes.

Q44. If this is a term contract subject to renewal, what is the term and the maximum number of option periods?
A44. The Contract has no additional renewals.

Q45. Please reconfirm the due date for this procurement by providing it in response to answers to questions.
A45. The solicitation was extended and is now due 9/21/23 per Addendum 1.

Q46. When is the anticipated award date?
A46. Estimated to award in November/December 2023.

Q47. Are digital signatures allowed on required bid forms? Our company uses DocuSign, which provides certified, legally binding digital signatures of contract documents. The signer will be a person legally authorized to bind our company.
A47. Digital signatures, other than DocuSign, are permitted on the Contract and Offer documents. DocuSign locks the entire document and prohibits the City from uploading the contents into our system of record.

Q48. What is the latest date by which you will issue any addendum related to this RFP?
A48. Usually, the last addendum occurs when questions are answered by the City. If only one bid has been received on the due date it may be extended for another week.

Q49. To what extent will the location of the bidder's proposed location or headquarters have a bearing on any award?
A49. The City is interested in a Contractor working under the supervision of an attorney licensed in the State of Texas.

Q50. Is the City requiring that the RFQS response be double-spaced or is single-spaced acceptable?
A50. Single space if fine.

Q51. Why has the City opted to issue a Request for Qualifications for these services?
A51. The City is interested in the best qualified Contractor to perform this work so are evaluating based off of collection methodology and experience/qualifications.

Q52. What is the estimated size, in terms of both the number of accounts and dollars outstanding, of the Utility portfolio?
A52. The City can provide the attached MVBA report.

Q53. Who is the City's current software vendor for Utility accounts?
A53. Incode.

Q54. With respect to the Utility portfolio, is the City, or the City's software vendor, able to provide the necessary data in order to comply with Reg F requirements? Specifically, (a) service date; (b) amount due on the service date; (c) fees added since the service date; (d) interest (if any) applied since the service date; and (e) any payments or credits since the service date.
A54. Yes.

Q55. If this information is available, please provide collection statistics indicating your collection vendor's performance for the years 2021 and 2022 both in dollars collected and percentage achieved.
2021 Turnover, Paid, Dismissed, Remaining, Liquidated
2022 Turnover, Paid, Dismissed, Remaining, Liquidated
A55. Please see the attached MVBA report.

Q56. With respect to collecting the Utility accounts, is the current collection vendor Regulation F compliant?
A56. Yes.

II. **Additional Information:** Please see the attached additional information.

- A. 1.4 Court MVBA Report
- B. 1.4 Utility Billing MVBA Report

III. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:

Cheryl Kaufman
Cheryl Kaufman, Purchasing Manager
Purchasing Office, 512-528-2730

9/6/23

By the signature affixed below this addendum is hereby incorporated into and made a part of the above referenced solicitation.

ACKNOWLEDGED BY:

Name

Authorized Signature

Date

RETURN ONE SIGNED COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE WITH YOUR SEALED PROPOSAL. FAILURE TO DO SO MAY AUTOMATICALLY DISQUALIFY YOUR RESPONSE FROM CONSIDERATION FOR AWARD.



**ADDENDUM
CITY OF LEANDER, TEXAS**

Solicitation: RFQS S23-023
Addendum No: 3
Date of Addendum: September 21, 2023

This addendum is to incorporate the following changes to the above referenced solicitation:

- I. **Extension:** The proposal due date is hereby extended until Thursday, October 5, 2023, at 3:00 PM CST.
- II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:

Cheryl Kaufman
Cheryl Kaufman, Purchasing Manager
Purchasing Office, 512-528-2730

9/21/23

By the signature affixed below this addendum is hereby incorporated into and made a part of the above referenced solicitation.

ACKNOWLEDGED BY:

Name

Authorized Signature

Date

RETURN ONE SIGNED COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE WITH YOUR SEALED PROPOSAL. FAILURE TO DO SO MAY AUTOMATICALLY DISQUALIFY YOUR RESPONSE FROM CONSIDERATION FOR AWARD.

**CONTRACT BETWEEN THE CITY OF LEANDER ("City")
AND
MCCREARY, VESELKA, BRAGG & ALLEN P.C. (MVBA) ("Contractor")
FOR
COURT AND UTILITY BILLING 3RD PARTY COLLECTION SERVICES
RFQS S23-023 / L00311**

The City accepts the Contractor's Offer (as referenced in Section 1.1 below) for the above requirement and enters into the following Contract.

This Contract is between McCreary, Veselka, Bragg & Allen P.C. (MVBA) having offices at 700 Jeffrey Way Suite 100, Round Rock, TX 78665, and the City, a home-rule municipality incorporated by the State of Texas and is effective as of the date executed by the City ("Effective Date").

1.1 This Contract is composed of the following documents:

- 1.1.1 This Contract Cover Sheet
- 1.1.2 The City's Solicitation, RFQS S23-023 including all documents incorporated by reference herein as Exhibit A.
- 1.1.3 McCreary, Veselka, Bragg & Allen P.C. (MVBA) Offer, dated October 25, 2023, including subsequent clarifications dated November 30, 2023, as incorporated herein as Exhibit B.

1.2 Order of Precedence: Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 This Contract Cover Sheet
- 1.2.2 The City's Solicitation as referenced in Section 1.1.3, including all documents incorporated by reference.
- 1.2.3 The Contractor's Offer as referenced in Section 1.1.4, including subsequent clarifications.

1.3 Term of Contract: The Contract will be in effect for a term of six years. See the Term of Contract provision in Supplemental Terms and Conditions for additional Contract requirements.

1.4 Compensation:

For the **Court** fines and fees, a fee of 30% is added to the balance owed by the defendant, as outlined in Section 103.0031 of the Texas Code of Criminal Procedure.

For the **Utility Billing** 3rd Party Collection Services, a fee of twenty percent (20%) of the total amount collected or twenty percent (20%) added to the delinquent balance should the City Council adopt an ordinance allowing a collection fee.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

MCCREARY, VESELKA, BRAGG & ALLEN P.C.

Matthew Tepper

Printed Name of Authorized Person

[Signature]

Signature

President

Title:

12-19-2023

Date:

EXHIBIT A – City's Solicitation
EXHIBIT B – Contractor's Offer

CITY OF LEANDER

Isaac D. Turner

Printed Name of Authorized Person

Signature

Interim City Manager

Title:

January 4, 2024

Date:



EXECUTIVE SUMMARY
1/4/2024

AGENDA SUBJECT:

Approval of the purchase of ten (10) police department vehicle camera systems and a five (5)- year usage agreement with Axon Enterprise, Inc. utilizing BuyBoard Contract 648-21 in the amount of \$92,004.00; and authorizing the Interim City Manager to execute any and all necessary documents.

BACKGROUND:

This is a proposal for the acquisition of ten (10) Axon in-car video camera systems to be installed in recently purchased Dodge Durango police vehicles. The procurement will be conducted through the BuyBoard contract #648-21, streamlining the purchasing process and ensuring cost-effectiveness.

FY 23-24 impact is estimated to be \$18,400.80 and will come from the Police Department Vehicle Replacement Fund (14-41-7000); The remaining \$73,603.20 will be paid over the course of the Agreement and budgeted for accordingly.

Local Government Code Sec. 271.012: Cooperative Purchasing Program Participation provides that a local government that purchases goods or services under this subchapter satisfies any state law requiring the local government to seek competitive bids for the purchase of the goods or services. Buy Board solicitations are posted year-round to continually seek the best pricing. Buy Board is a regularly sourced co-op for municipal governments.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff respectfully recommends Council approve the purchase of ten (10) Police Department Vehicle Camera Systems and a five (5)- year Usage Agreement from Axon Enterprise, Inc. through Buy Board Contract #648-21 for the amount of \$92,004.00 and authorize the Interim City Manager to execute any and all necessary documents.

PRESENTER:

Greg Minton, Chief of Police

Fiscal Impact

<u>Amount requested:</u>	\$92,004.00
<u>Approved in current budget (Yes / No):</u>	Yes

Expenditure (New / Amended):

Recurring or one-time:

Fund source (Operating / Utility / etc.):

New

Recurring

Vehicle Replacement Fund 14-41-7000 / Admin Maintenance Fund
01-40-5555

Attachments:

1. Axon Quote 2023 for 10 Cameras



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-536137-45278.750DC

Issued: 12/18/2023

Quote Expiration: 12/31/2023

Estimated Contract Start Date: 03/01/2024

Account Number: 111124

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Leander Police Dept. - TX ATTN: Jackson Mitchell 705 Leander Dr Leander, TX 78641-2024 USA	Leander Police Dept. - TX 705 Leander Dr Leander TX 78641-2024 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Matt Appelbaum Phone: Email: mappelbaum@axon.com Fax:	Glenn Cunningham Phone: (512) 568-7893 Email: gcunningham@leandertx.gov Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$92,004.00
ESTIMATED TOTAL W/ TAX	\$92,004.00

Discount Summary

Average Savings Per Year	\$2,264.40
TOTAL SAVINGS	\$11,322.00

Payment Summary

Date	Subtotal	Tax	Total
Feb 2024	\$18,400.80	\$0.00	\$18,400.80
Feb 2025	\$18,400.80	\$0.00	\$18,400.80
Feb 2026	\$18,400.80	\$0.00	\$18,400.80
Feb 2027	\$18,400.80	\$0.00	\$18,400.80
Feb 2028	\$18,400.80	\$0.00	\$18,400.80
Total	\$92,004.00	\$0.00	\$92,004.00

Quote Unbundled Price:	\$103,326.00
Quote List Price:	\$96,846.00
Quote Subtotal:	\$92,004.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
Fleet3B	Fleet 3 Basic	10	60	\$172.21	\$161.41	\$153.34	\$92,004.00	\$0.00	\$92,004.00
Total							\$92,004.00	\$0.00	\$92,004.00

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
Fleet 3 Basic	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	10	02/01/2024
Fleet 3 Basic	70112	AXON SIGNAL UNIT	10	02/01/2024
Fleet 3 Basic	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	10	02/01/2024
Fleet 3 Basic	72036	FLEET 3 STANDARD 2 CAMERA KIT	10	02/01/2024
Fleet 3 Basic	72048	FLEET SIM INSERTION, ATT	10	02/01/2024

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic	80400	FLEET, VEHICLE LICENSE	10	03/01/2024	02/28/2029
Fleet 3 Basic	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	20	03/01/2024	02/28/2029

Services

Bundle	Item	Description	QTY
Fleet 3 Basic	73391	FLEET 3 DEPLOYMENT (PER VEHICLE)	10

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic	80379	EXT WARRANTY, AXON SIGNAL UNIT	10	02/01/2025	02/28/2029
Fleet 3 Basic	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	10	02/01/2025	02/28/2029

Payment Details

Feb 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	Fleet3B	Fleet 3 Basic	10	\$18,400.80	\$0.00	\$18,400.80
Total				\$18,400.80	\$0.00	\$18,400.80

Feb 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	Fleet3B	Fleet 3 Basic	10	\$18,400.80	\$0.00	\$18,400.80
Total				\$18,400.80	\$0.00	\$18,400.80

Feb 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	Fleet3B	Fleet 3 Basic	10	\$18,400.80	\$0.00	\$18,400.80
Total				\$18,400.80	\$0.00	\$18,400.80

Feb 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	Fleet3B	Fleet 3 Basic	10	\$18,400.80	\$0.00	\$18,400.80
Total				\$18,400.80	\$0.00	\$18,400.80

Feb 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	Fleet3B	Fleet 3 Basic	10	\$18,400.80	\$0.00	\$18,400.80
Total				\$18,400.80	\$0.00	\$18,400.80

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract BuyBoard Contract 648-21 is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

12/18/2023





EXECUTIVE SUMMARY
1/4/2024

AGENDA SUBJECT:

Approval of Development Agreement Case DA-23-0021 regarding the duplexes at 414 Lion Drive Development on one (1) parcel of land, more particularly described by Williamson Central Appraisal District Parcel R036472, generally located at 414 Lion Drive, Leander, Williamson County, Texas.

BACKGROUND:

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

This agreement requires that all structures are comprised of 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.

HISTORY/TIMELINE:

APPLICANT/AGENT:

JAX Engineering, Inc. (April Carey) on behalf of HG Developers, LLC (Dinesh Patel)

RECOMMENDATION:

Staff recommends approval.

PRESENTER:

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

Fiscal Impact

N/A

Attachments:

1. DA-23-0021 Duplexes at 414 Lion Drive

**MASONRY DEVELOPMENT AGREEMENT
ESTABLISHING DEVELOPMENT STANDARDS
FOR THE DUPLEXES AT 414 LION DRIVE**

This Development Agreement Establishing Development Standards for the **Duplexes at 414 Lion Drive** (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 **HG Developers, 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 2.09 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 a duplex community (the "Development"). The Developer desires that the City be able to enforce the development standards set forth herein through its building permit, inspection, and certificate of occupancy processes by this agreement, given that House Bill 2439 adopted in the 86th Legislative Session limits the ability of cities to enforce certain development standards governing building materials by ordinance.
- (b) The Developer will benefit from the City enforcing the Development Standards as set forth herein because it will be more efficient and cost-effective for compliance to be monitored and enforced through the City's building permit and inspection processes and will help ensure that the Development is built out as planned by the Developer after conveyance to the builder of homes or other buildings and structures authorized by the applicable zoning regulations. The City will benefit from this Agreement by having assurance regarding certain development standards for the Development, having certainty that such Development Standards may be enforced by the City, and preservation of property values within the City.
- (c) The benefits to the Parties set forth in this Article 1, plus the mutual promises expressed herein, are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by both Parties.

Section 2. Term; Termination.

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

Section 3. Development Standards.

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

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

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

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

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

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

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

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

Section 10. Force Majeure.

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

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

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

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

Any notice mailed to the City shall be addressed:

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

with copy to:

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

Any notice mailed to the Developer shall be addressed:

HG Developers, LLC
Attn: Dinesh Patel
4801 Hale Drive
Austin, Tx 78749
Travis County

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

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

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

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

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

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

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

Section 18. Recordation. This Agreement 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:

HG Developers, LLC

By: _____

Name: Dinesh Patel

Title: Owner

THE STATE OF TEXAS §
COUNTY OF Travis §

This instrument was acknowledged before me on this 29 day of September, 2023, by Dinesh Patel, owner of HG Developers a Texas company, on behalf of said company.

(SEAL)

Notary Public, State of Texas





EXECUTIVE SUMMARY
1/4/2024

AGENDA SUBJECT:

Approval of the Barksdale License Agreement, Case LA-23-0027, to allow for the installation and maintenance of landscaping and irrigation within portions of the right-of-way of Journey Parkway, W. Parkside Parkway, Missoula Cove, Lolo Lane, Billings Way, Wolf Point Way, Saco Street and Plentywood Lane, 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 Barksdale Subdivision generally located on the north side of Journey Pkwy west of CR 175 is requesting a license agreement to install and maintain landscaping and irrigation within a portion of the right-of-way of Journey Parkway, W. Parkside Parkway, Missoula Cove, Lolo Lane, Billings Way, Wolf Point Way, Saco Street and Plentywood Lane.

HISTORY/TIMELINE:

APPLICANT/AGENT:

M/I Homes of Austin, LLC (Alison McMann)

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-23-0027 Att 1 License Agreement
2. LA-23-0027 Att 2 Location Map
3. LA-23-0027 Att 3 Letter of Intent

**LICENSE AGREEMENT
FOR THE BARKSDALE PHASE 1**

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 M/I Homes of Austin, LLC, a limited liability company (the "Licensee"), enter into this License Agreement for the Barksdale 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 Journey Parkway, W. Parkside Parkway, Missoula Cove, Lolo Lane, Billings Way, Wolf Point Way, Saco Street and Plentywood Lane in the Barksdale, 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 Sign, landscaping and irrigation system, within right-of-way of Journey Parkway, W. Parkside Parkway, Missoula Cove, Lolo Lane, Billings Way, Wolf Point Way, Saco Street and Plentywood Lane 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

M/I Homes of Austin, LLC
Attn: William G. Peckman
7600 Capital of Tx 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: M/I HOMES OF AUSTIN, LLC

By: William G. Peckman
Name: William G. Peckman
Title: Area President

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

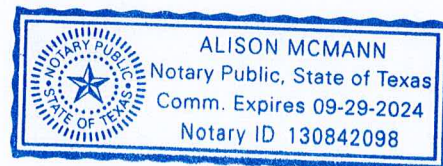
THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 16 day of OCTOBER, 2023, by WILLIAM G. PECKMAN AREA of the M/I HOMES OF AUSTIN, LLC, on behalf of said entity. PRESIDENT

Alison McMann
Notary Public – State of Texas

AFTER RECORDING RETURN TO:

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

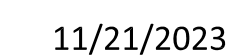


LANDSCAPE ARCHITECTURE
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www.secplanning.com
info@secplanning.com

M/I HOMES

6801 N. CAPITAL OF TEXAS
HIGHWAY LAKEWOOD II, SUITE 100
AUSTIN, TEXAS, 78727
T: 512.368.8420

LANDSCAPE IMPROVEMENTS
LICENSE AGREEMENT PLAN

BARKSDALE
JOURNEY PARKWAY,
LEANDER, TEXAS 78641

Drawing File Name

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Issued:	
1. LICENSE AGREEMENT	08/29/2023
2. LICENSE AGREEMENT	11/21/2023

3. _____
4. _____
5. _____
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Revisions:

1. _____
2. _____
3. _____
4. _____

Issue Date: 11/21/2023

Drawn By: JL

Reviewed By: BD

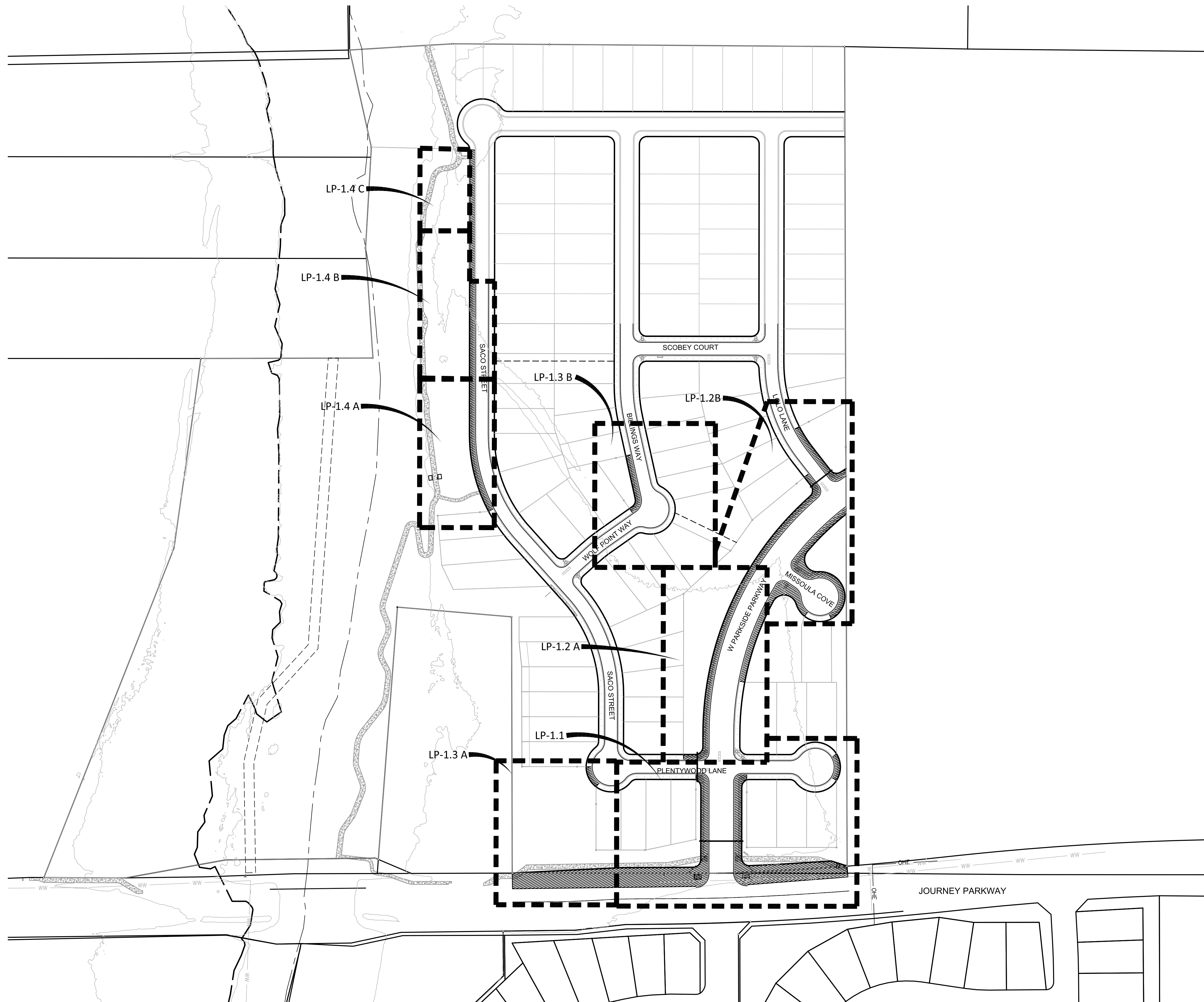
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OVERALL LICENSE
AGREEMENT KEY MAP

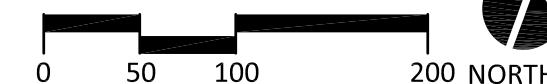
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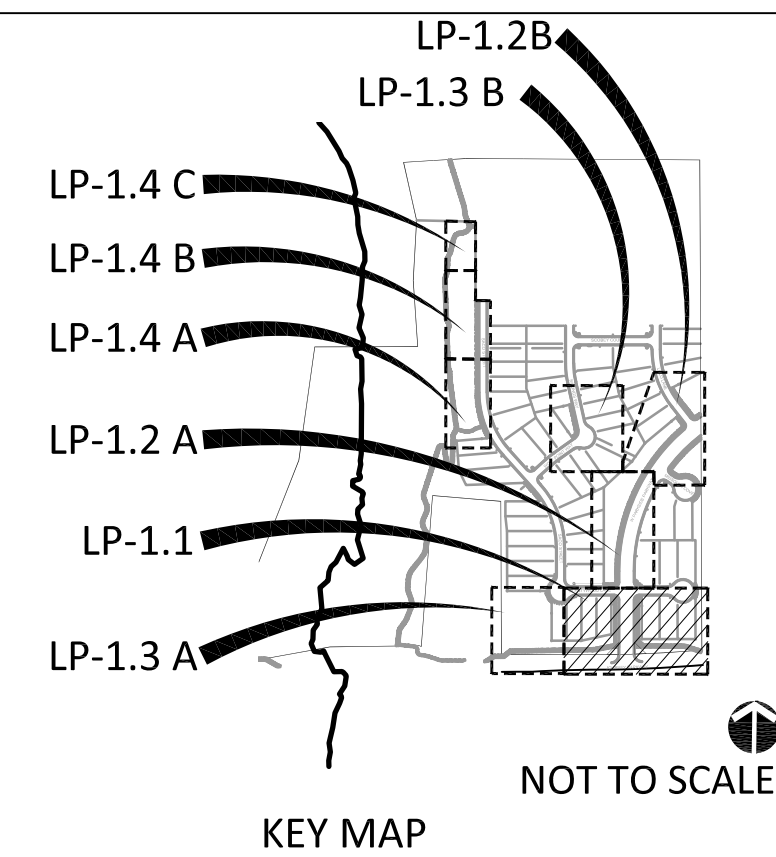
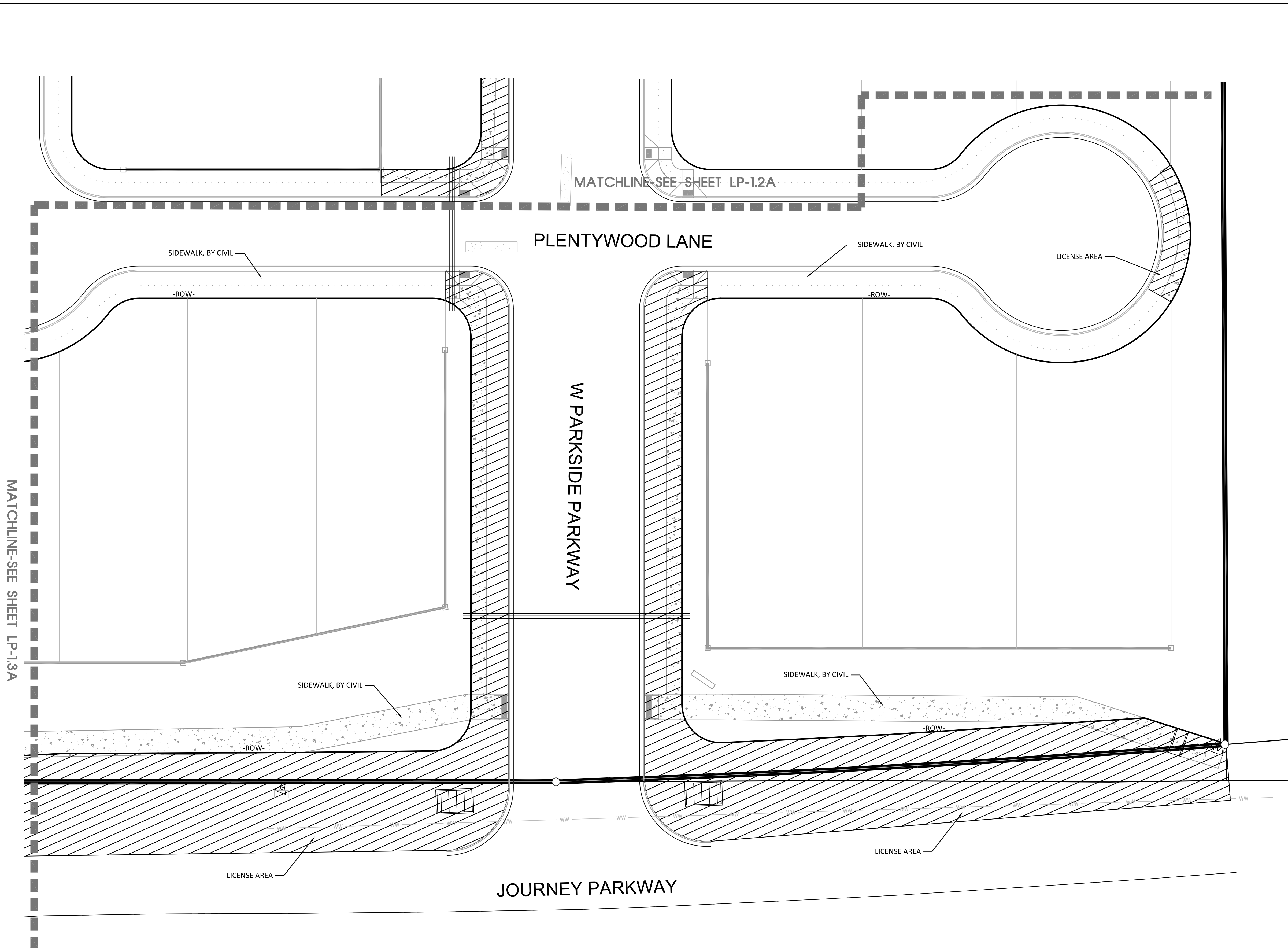
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FULL SIZE SCALE: 1" = 100'



TEXAS LAW REQUIRES 48 HOURS OF NOTICE PRIOR TO DIGGING, EXCLUDING WEEKENDS/HOLIDAYS. ALL BEFORE YOU DIG, WAIT THE REQUIRED AMOUNT OF TIME, RESPECT THE MARKS, AND DIG WITH CARE! THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. THE CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MAY OCCUR BY FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.



LEGEND	
SYMBOL	TYPE
	LICENSE AREA

MATCHLINE-SEE SHEET LP-1.3A

MATCHLINE-SEE SHEET LP-1.2A

PLENTYWOOD LANE

W PARKSIDE PARKWAY

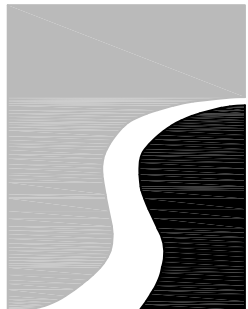
JOURNEY PARKWAY

APPROVAL BOX



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11/21/2023

**LANDSCAPE IMPROVEMENTS
LICENSE AGREEMENT PLAN**

**BARKSDALE
JOURNEY PARKWAY,
LEANDER, TEXAS 78641**

Drawing File Name
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Agreement\LPK-Barksdale License Agree.dwg

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1. LICENSE AGREEMENT	08/29/2023
2. LICENSE AGREEMENT	11/21/2023
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Revisions:

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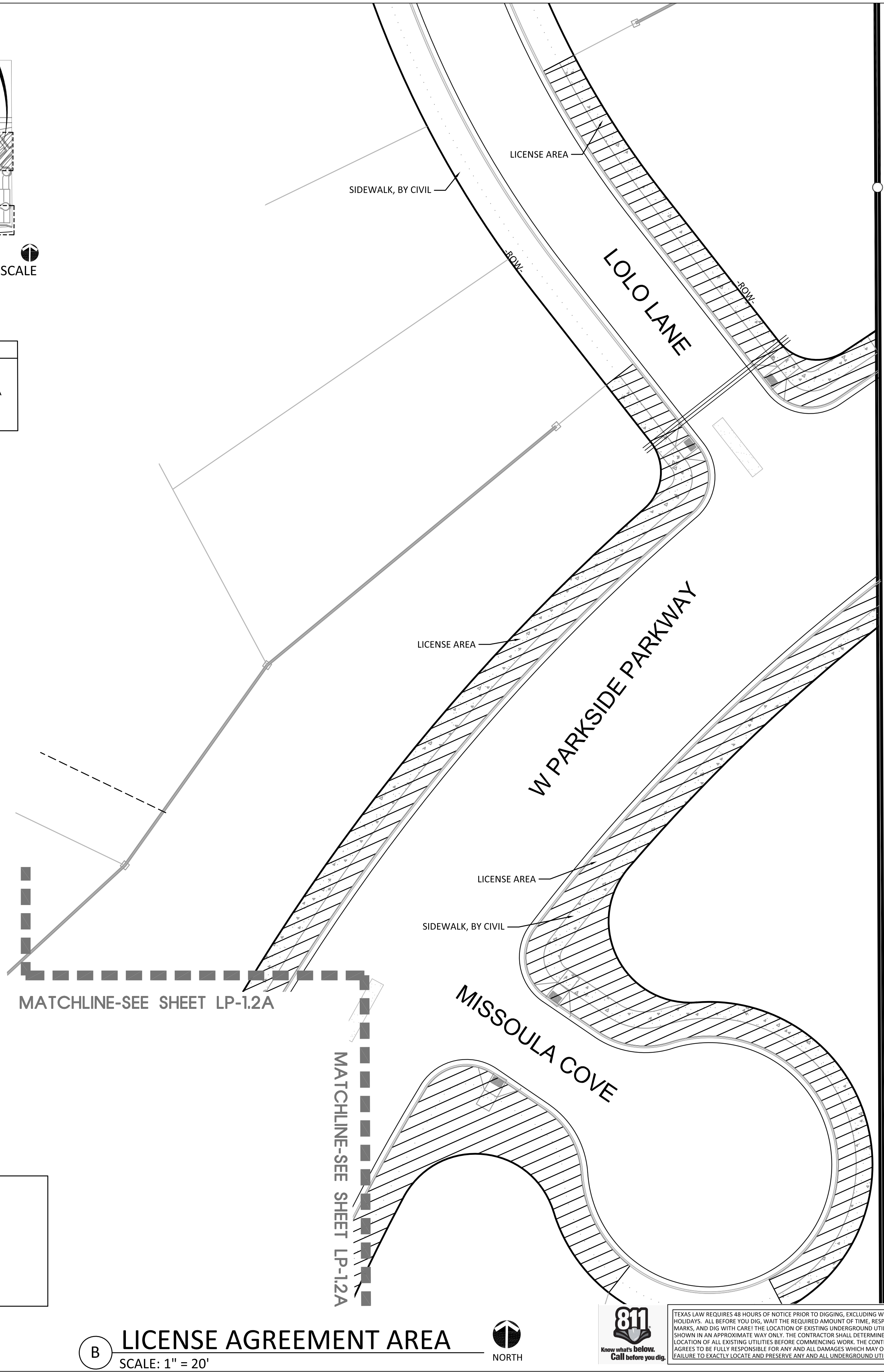
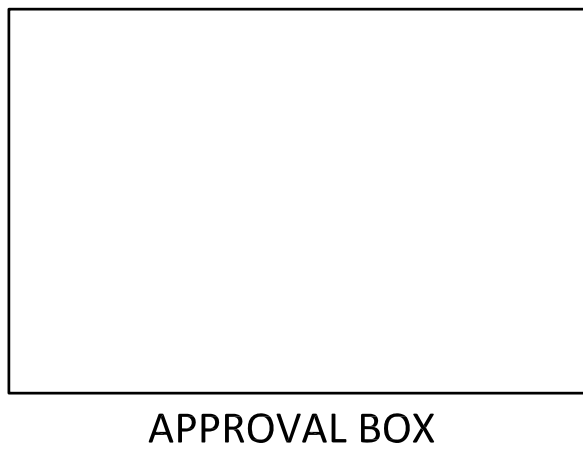
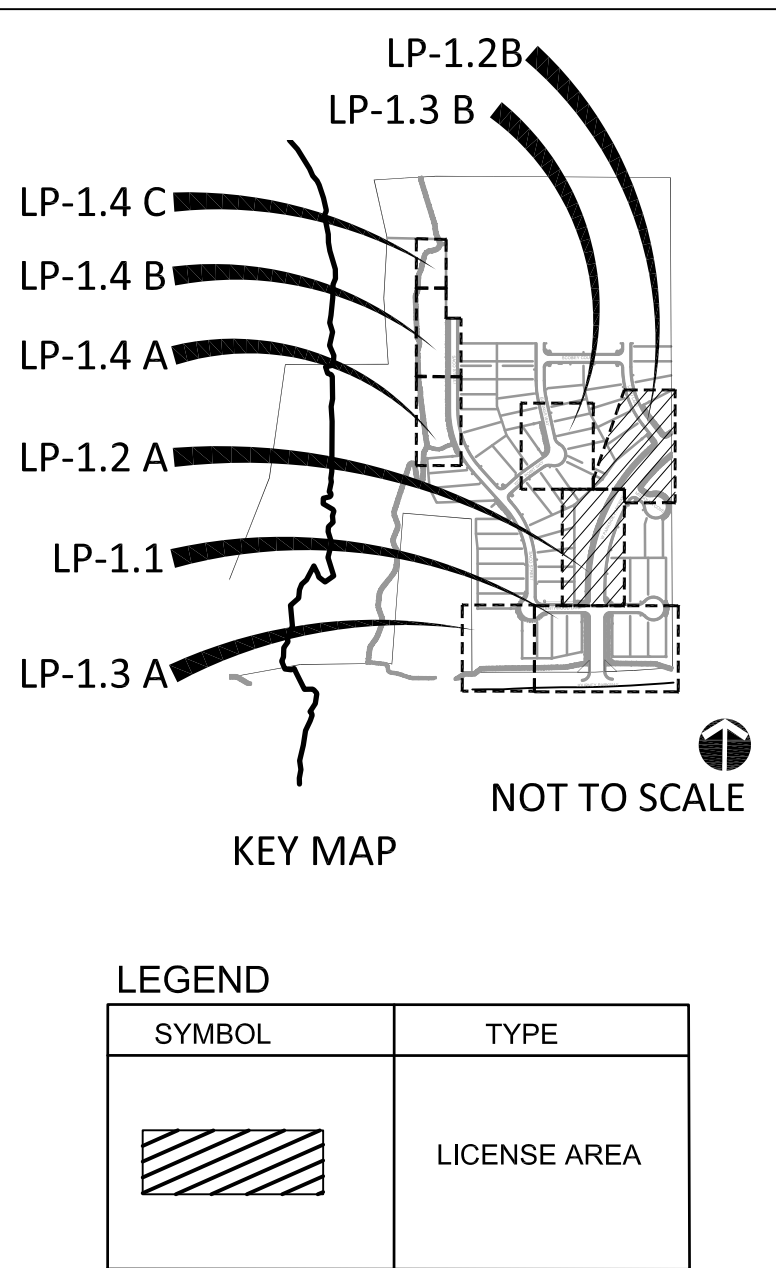
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Reviewed By: BD

Project No.
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LICENSE AGREEMENT

Sheet No.
LP-1.1 of

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11/21/2023

**LANDSCAPE IMPROVEMENTS
LICENSE AGREEMENT PLAN**

BARKSDALE
JOURNEY PARKWAY,
LEANDER, TEXAS 78641

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Revisions:

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Issue Date: 11/21/2023

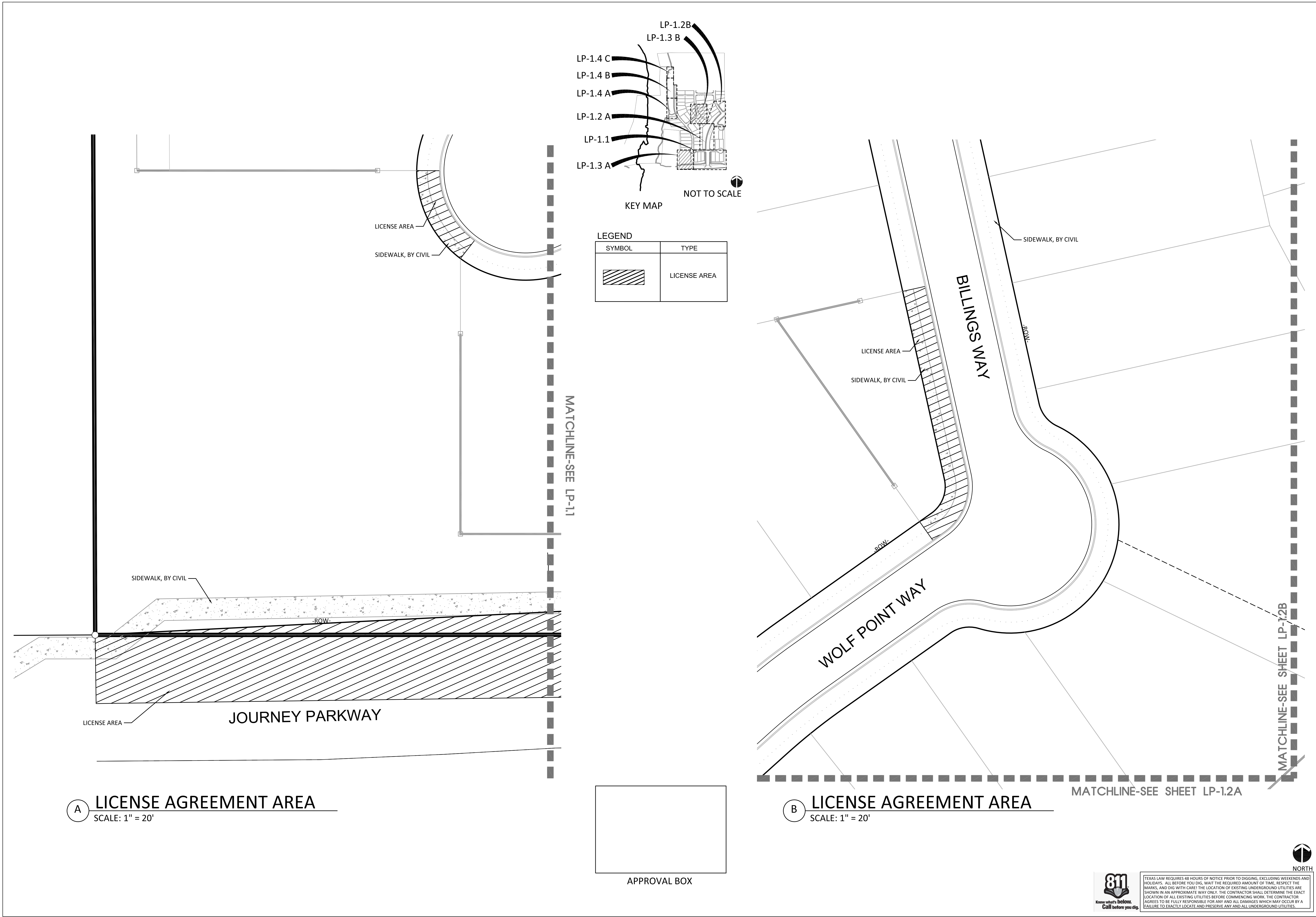
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Reviewed By: BD

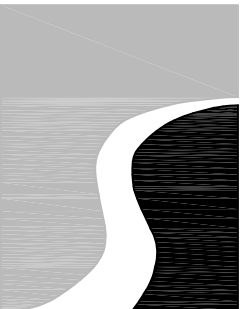
Project No.
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LICENSE AGREEMENT

Sheet No.
LP-1.2 ____ of ____

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info@secplanning.com

M/I HOMES

6801 N. CAPITAL OF TEXAS
HIGHWAY LAKEWOOD II, SUITE 100
AUSTIN, TEXAS, 78727
T: 512.368.8420



11/21/2023

**LANDSCAPE IMPROVEMENTS
LICENSE AGREEMENT PLAN**

**BARKSDALE
JOURNEY PARKWAY,
LEANDER, TEXAS 78641**

Drawing File Name
I:\210154-MIHO\Cadfiles\LA\License
Agreement\LPK Barksdale License Agree.dwg

Issued:

1. LICENSE AGREEMENT	08/29/2023
2. LICENSE AGREEMENT	11/21/2023
3.	
4.	
5.	
6.	

Revisions:

1.	
2.	
3.	
4.	

Issue Date: 11/21/2023

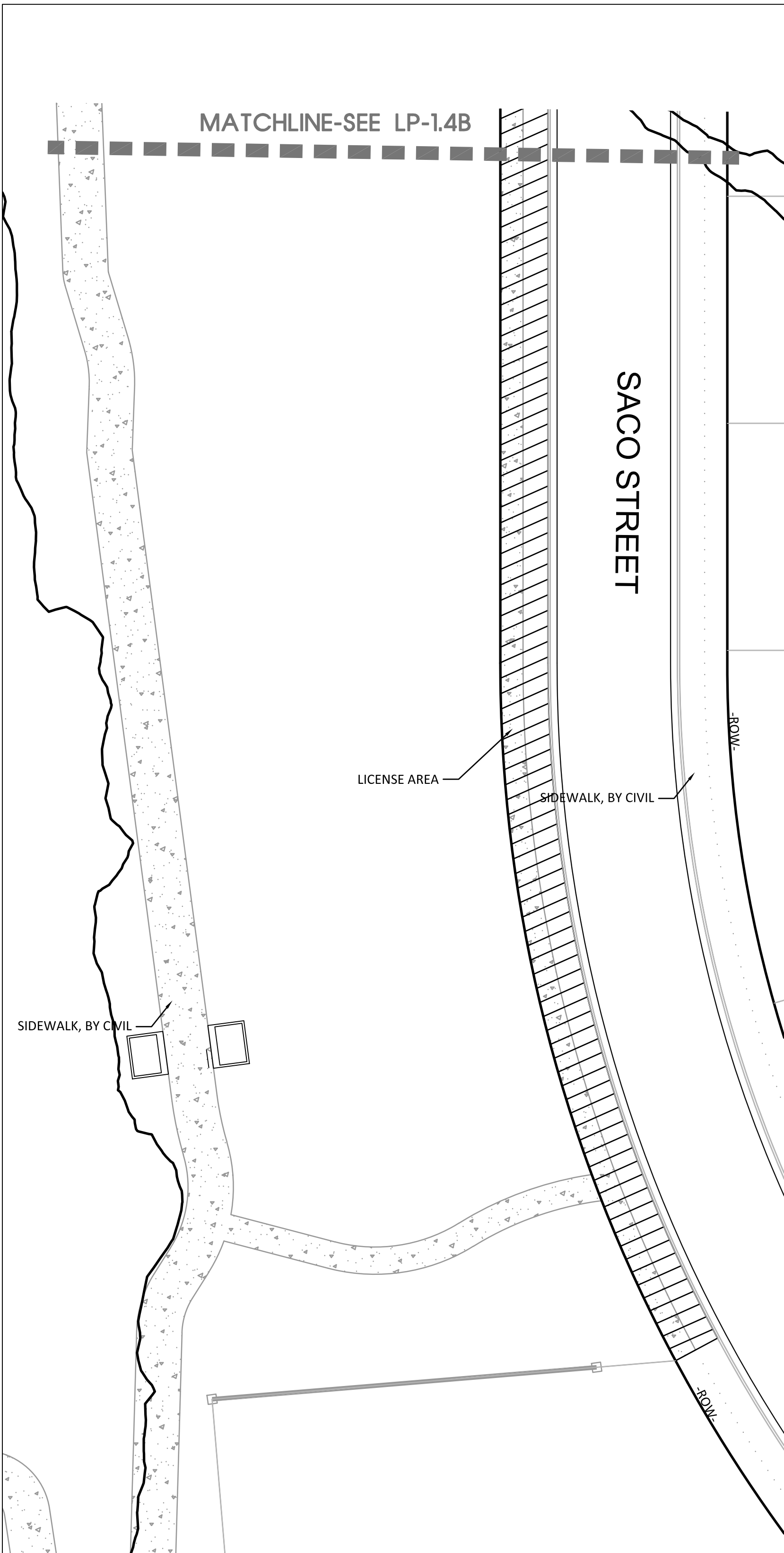
Drawn By: JL
Reviewed By: BD

Project No.
210154-MIHO

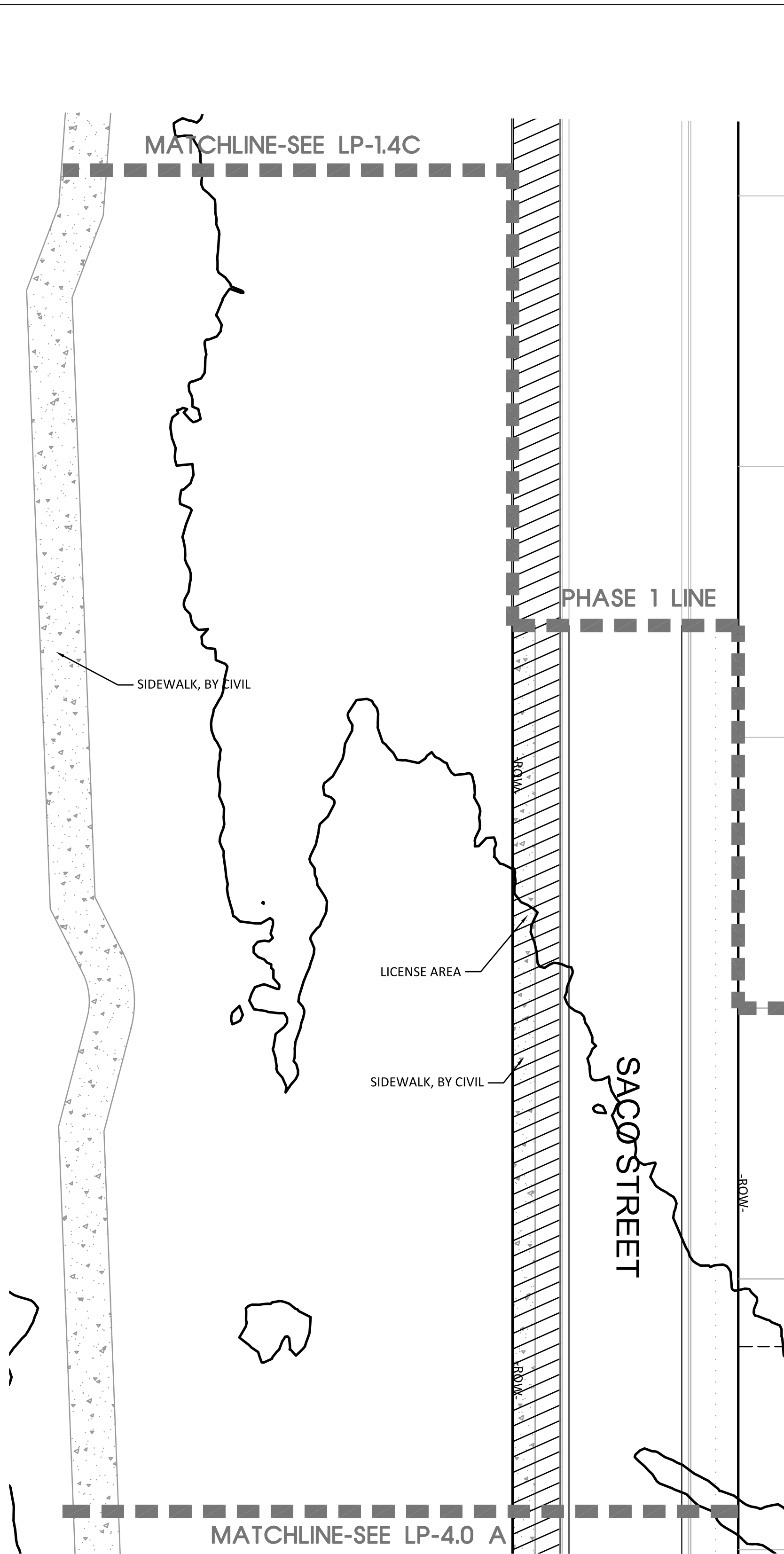
LICENSE AGREEMENT

Sheet No.
LP-1.3 ____ of ____

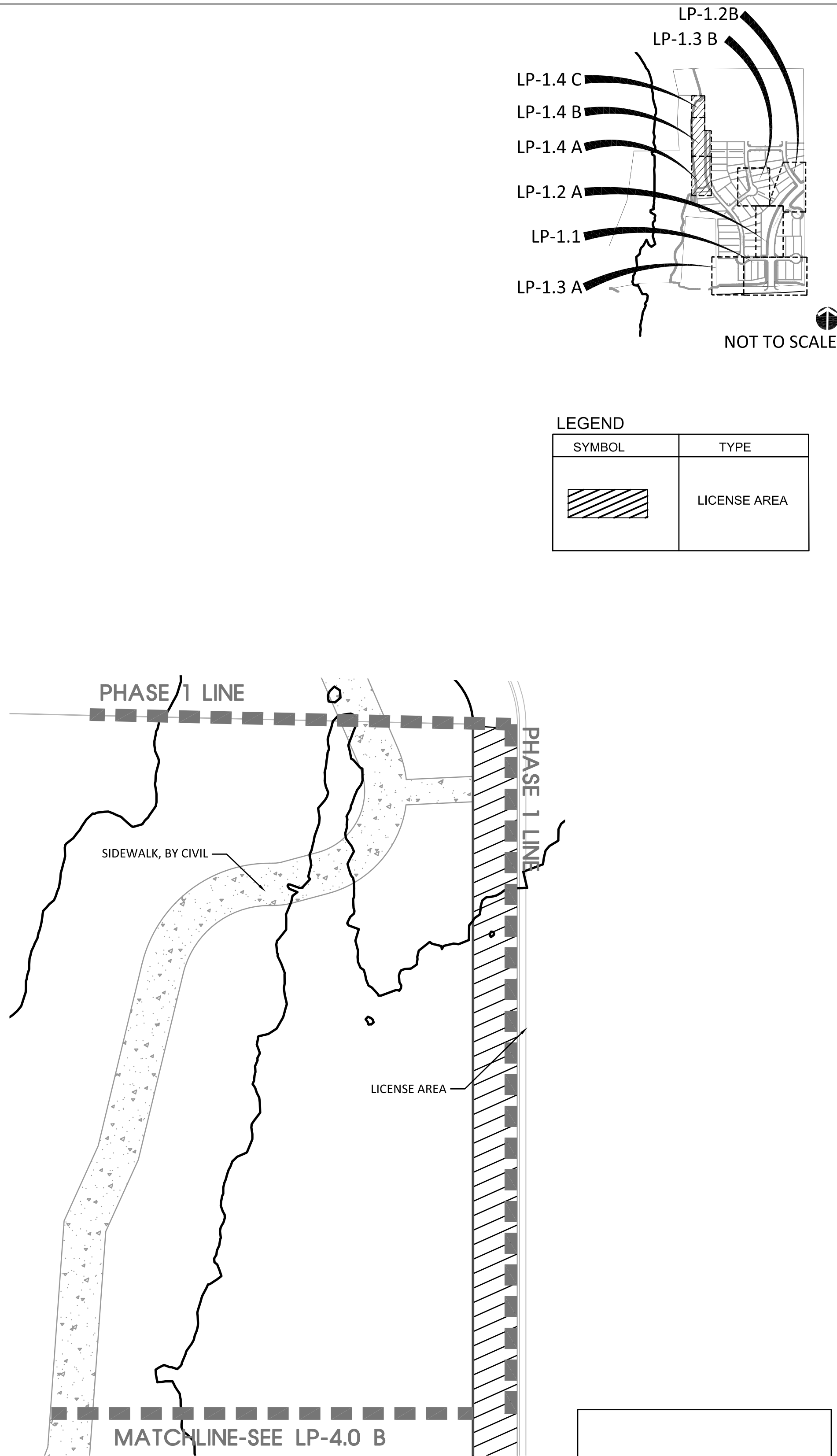
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SEC Planning, LLC



A LICENSE AGREEMENT AREA
SCALE: 1" = 20'



B LICENSE AGREEMENT AREA
SCALE: 1" = 20'

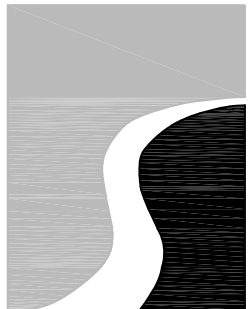


C LICENSE AGREEMENT AREA
SCALE: 1" = 20'



TEXAS LAW REQUIRES 48 HOURS OF NOTICE PRIOR TO DIGGING, EXCLUDING WEEKENDS AND HOLIDAYS. ALL BEFORE YOU DIG, WAIT THE REQUIRED AMOUNT OF TIME, RESPECT THE MARKS, AND DIG WITH CARE! THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. THE CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MAY OCCUR BY A FAILURE TO SAFELY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.





SEC Planning, LLC

LANDSCAPE ARCHITECTURE
LAND PLANNING

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

M/I HOMES

6801 N. CAPITAL OF TEXAS
HIGHWAY LAKEWOOD II, SUITE 100
AUSTIN, TEXAS, 78727
T: 512.368.8420



11/21/2023

**LANDSCAPE IMPROVEMENTS
LICENSE AGREEMENT PLAN**

**BARKSDALE
JOURNEY PARKWAY,
LEANDER, TEXAS 78641**

Drawing File Name
I:\210154-MIHO\Cadfiles\LAL\License
Agreement\LPK-Barksdale License Agree.dwg

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1. LICENSE AGREEMENT	08/29/2023
2. LICENSE AGREEMENT	11/21/2023
3.	
4.	
5.	
6.	

Revisions:

1.	
2.	
3.	
4.	

Issue Date: 11/21/2023

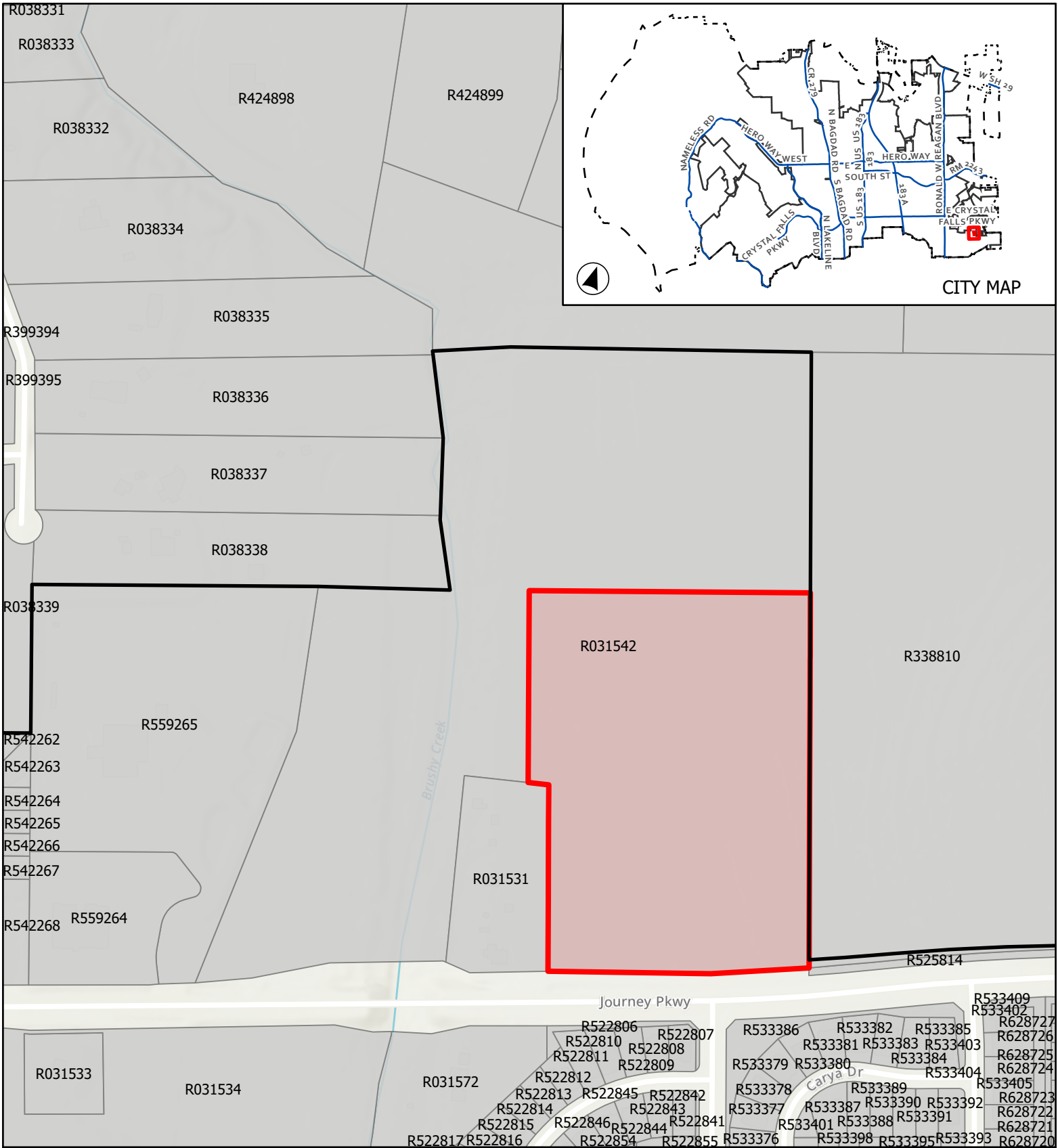
Drawn By: JL
Reviewed By: BD

Project No.
210154-MIHO

LICENSE AGREEMENT

Sheet No.
LP-1.4 ____ of ____

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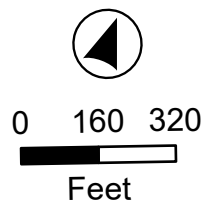
CASE: LA-23-0027

ATTACHMENT 2

BARKSDALE PH 1

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



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

September 25, 2023

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

Dear City Planner,

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

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 Journey Parkway within our project boundary and shown with included exhibit.
 - b. The right-of-way along W. Parkside Parkway, including the entry monument sign, and the HOA/Landscape/Drainage Lot (1/C) per included exhibit.
 - c. The right-of-way along the Missoula Cove cul-de-sac at the HOA/Landscape Lots (1, 8, & 10/B.)
 - d. The right-of-way along Lolo Lane at the HOA/Landscape Lot (1/F.)
 - e. The right-of-way along Billings Way and Wolf Point Way at the HOA/Landscape Lot (1/D.)
 - f. The right-of-way along Saco Street at the HOA/Landscape/Drainage and Parkland Lot (1/A.)
 - g. The right-of-way along the Plentywood Lane cul-de-sacs at HOA/Landscape Lots 1/A and 1/B.
3. Subdivision Name:
 - a. Barksdale

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. Form 1295.
7. Verified Signatory: William G. Peckman, Area President.
8. 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



EXECUTIVE SUMMARY
1/4/2024

AGENDA SUBJECT:

Approval of an Ordinance adopting the official map of the City of Leander, Williamson and Travis Counties, Texas attached as Exhibit “A”, Leander City Map, hereto and incorporated herein; providing for the maintenance and filing of the official map; declaring as the official City Limits and Extraterritorial Jurisdiction (ETJ); and providing an effective date.

BACKGROUND:

Each year the City adopts by ordinance the official map of the City establishing the City limits and ETJ boundary and the process for maintaining the map as the City's boundaries change.

HISTORY/TIMELINE:

APPLICANT/AGENT:

City of Leander

RECOMMENDATION:

Staff recommends approving the ordinance.

PRESENTER:

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

Fiscal Impact

N/A

Attachments:

1. Att 1 Official City Limit Map Ordinance
2. Att 2 Official City Limit & ETJ Map

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE ADOPTING AN OFFICIAL MAP OF THE CITY OF LEANDER, WILLIAMSON AND TRAVIS COUNTIES, TEXAS ATTACHED AS EXHIBIT “A”, LEANDER CITY MAP, HERETO AND INCORPORATED HEREIN; PROVIDING FOR THE MAINTENANCE AND FILING OF THE OFFICIAL MAP; DECLARING AS THE OFFICIAL CITY LIMITS AND EXTRATERRITORIAL JURISDICTION (ETJ); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Leander, Texas, a Texas home rule municipality, (herein the “City”) has caused members of City staff to prepare a map indicating the boundaries of the City and the extraterritorial jurisdiction of the City;

WHEREAS, members of City staff have reviewed the official records of the City including duly adopted resolutions, agreements, and ordinances for annexing property into the city limits and the City’s extraterritorial jurisdiction and has presented the City with a map reflecting the official boundaries of the City and the extraterritorial boundaries based upon the official records of the City; and

WHEREAS, the map attached as Exhibit “A”, Leander City Map, hereto and incorporated herein, to this ordinance sets out the true, correct and official boundaries of the City and the City’s extraterritorial jurisdiction.

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. Official Map. The map attached as Exhibit “A”, hereto, marked and labeled Leander City Map, is hereby adopted as the official map of the City. The official map shall be maintained in the office of the City Secretary. A copy of the map shall also be kept in the office of the City Engineer. The map may be amended and corrected from time to time by the City Council. The City limits and extraterritorial jurisdiction indicated upon said map are hereby declared to be the official City limits and extraterritorial jurisdiction for the City of Leander. All property shown on the official map as within the City limits is hereby declared to be within the City limits of the City of Leander. All property shown on the official map as within the City’s extraterritorial jurisdiction is hereby declared to be within the extraterritorial jurisdiction of the City of Leander. The City Secretary shall record the official map among the records of Williamson County and Travis County.

SECTION 3. Boundary Changes. All boundary changes after the effective date of this ordinance shall be reflected on the official map upon completion of the annexation, extension of extraterritorial jurisdiction, or other change in the boundaries of the City limits and the City’s

extraterritorial jurisdiction. The official map shall be annotated to indicate:

- (a) the date of the boundary change;
- (b) the number of the ordinance or resolution, if any, by which the change was made; and
- (c) a reference to the minutes or ordinances records or resolution records in which the ordinance or resolution is recorded in full.

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

PASSED AND APPROVED on this 4th day of January, 2024.

ATTEST:

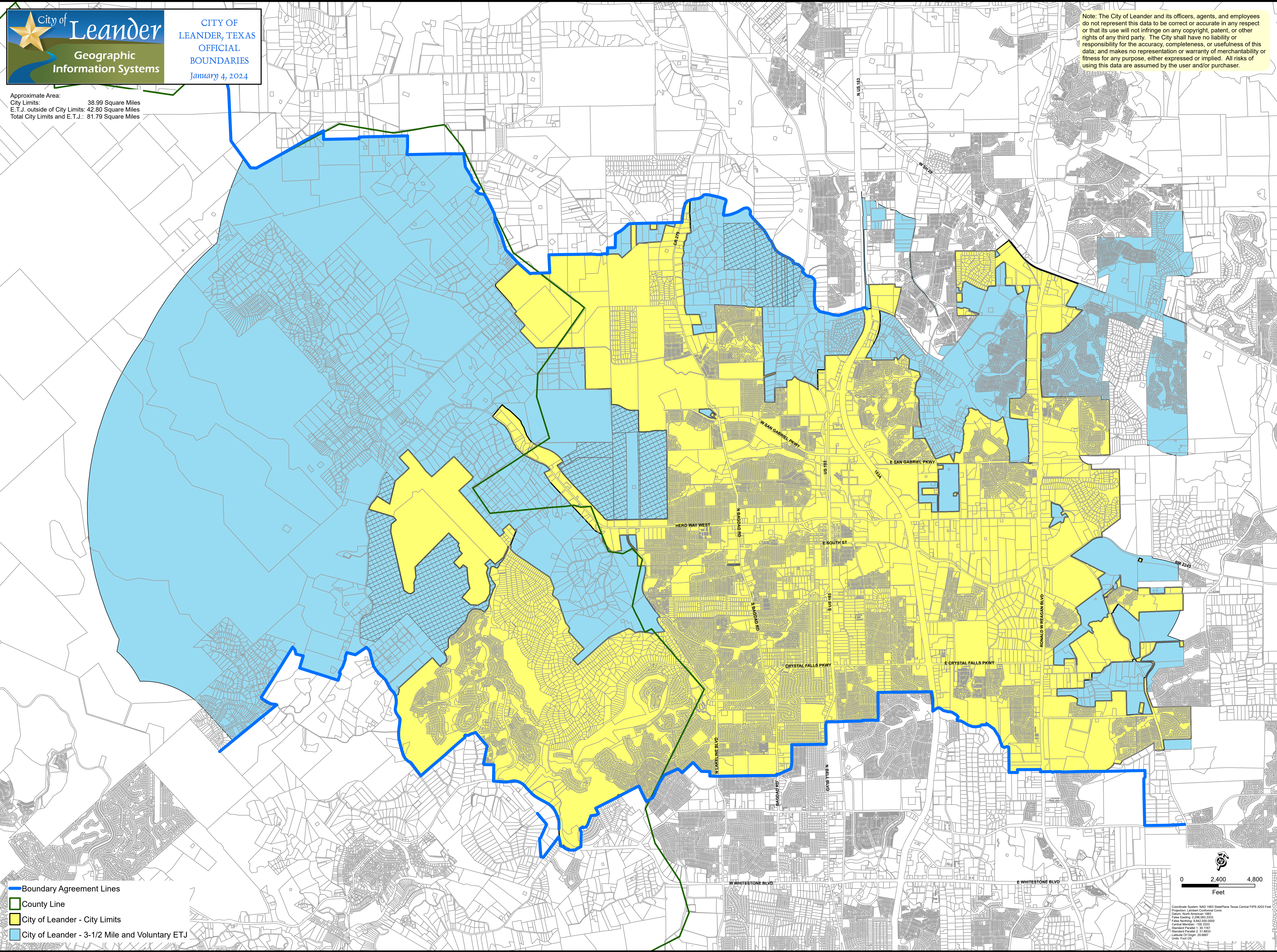
THE CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor

Approximate Area:
City Limits: 38.99 Square Miles
E.T.J. outside of City Limits: 42.80 Square Miles
Total City Limits and E.T.J.: 81.79 Square Miles

Note: The City of Leander and its officers, agents, and employees do not represent this data to be correct or accurate in any respect or that its use will not infringe on any copyright, patent, or other rights of any third party. The City shall have no liability or responsibility for the accuracy, completeness, or usefulness of this data; and makes no representation or warranty of merchantability or fitness for any purpose, either expressed or implied. All risks of using this data are assumed by the user and/or purchaser.





EXECUTIVE SUMMARY
1/4/2024

AGENDA SUBJECT:

Approval of an Ordinance adopting the official zoning map of the City of Leander, Williamson and Travis Counties, Texas attached as Exhibit "A", City of Leander, Texas Zoning Map, hereto and incorporated herein; providing for the maintenance and recorded into record as the official zoning map; and providing an effective date.

BACKGROUND:

Each year the City adopts by ordinance the official zoning map of the City establishing the zoning district boundaries and the process for maintaining the map as the City's zoning district boundaries are amended from time to time.

HISTORY/TIMELINE:

APPLICANT/AGENT:

City of Leander

RECOMMENDATION:

Staff recommends approving the ordinance.

PRESENTER:

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

Fiscal Impact

N/A

Attachments:

1. Att 1 Ordinance Adoption of Official Zoning Map
2. Att 2 Zoning Map 01.04.2024

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE ADOPTING THE OFFICIAL ZONING MAP OF THE CITY OF LEANDER, WILLIAMSON AND TRAVIS COUNTIES, TEXAS ATTACHED AS EXHIBIT “A”, CITY OF LEANDER, TEXAS ZONING MAP, HERETO AND INCORPORATED HEREIN; PROVIDING FOR THE MAINTENANCE AND RECORDED INTO RECORD AS THE OFFICIAL ZONING MAP; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Leander, Texas, a Texas home rule municipality, (herein the “City”) maintains an official zoning map indicating the boundaries of the zoning districts within the City that are approved by the City Council from time to time;

WHEREAS, the City Council wishes to adopt an updated official zoning map that shows all zoning districts in the City that have been approved since the last adoption of an official zoning map; and

WHEREAS, the map attached as Exhibit “A”, City of Leander, Texas Zoning Map, hereto and incorporated herein, to this ordinance sets out the true, correct and official zoning districts and the zoning boundaries for the City;

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. Official Map. The map attached as Exhibit “A”, hereto, marked and labeled City of Leander, Texas, Zoning Map, is hereby adopted as the official zoning map of the City. The official zoning map shall be maintained in the office of the City Secretary. The map may be amended and corrected from time to time by the City Council. The zoning districts and boundaries indicated upon said map are hereby declared to be the official zoning districts and zoning boundaries for the City of Leander. All properties shown on the official zoning map as within a zoning category are hereby declared to be within the zoning district and zoned accordingly to comply with the requirements of the zoning ordinance of the City of Leander. The City Secretary shall keep the official zoning map among the permanent records of the City available for inspection and review during regular business hours.

SECTION 3. Zoning Changes. All zoning changes after the effective date of this ordinance shall be reflected on the official zoning map upon completion of the zoning amendment. The official zoning map shall be annotated to indicate the date of the zoning change.

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

PASSED AND APPROVED on this 4th day of January, 2024.

ATTEST:

THE CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

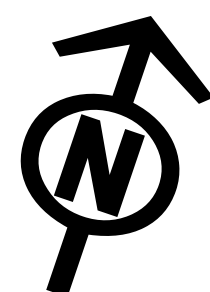
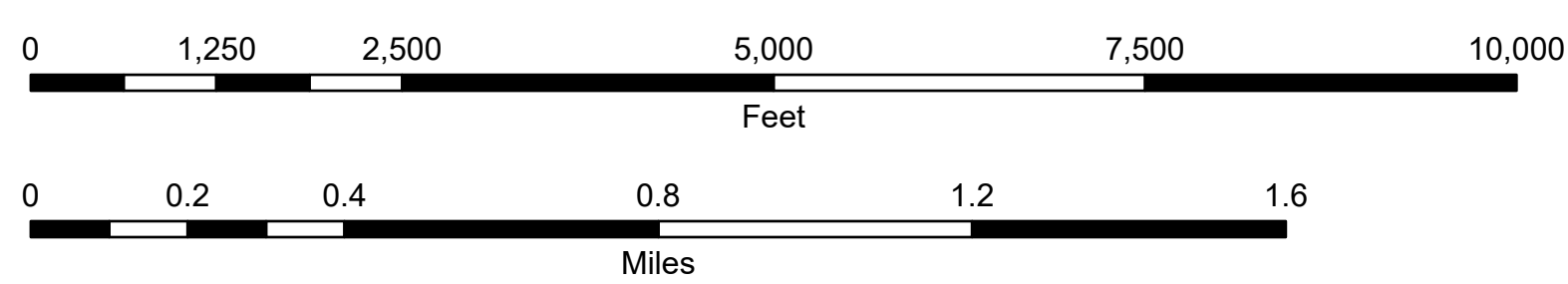
Christine DeLisle, Mayor

Zoning Map

Effective January 4, 2024



www.leandertx.gov



- Leander City Limits
- Extra-Territorial Jurisdiction
- Future Annexation Per DA

Current Zoning

RESIDENTIAL

- SFR-Single-Family Rural
- SFE-Single-Family Estate
- SFS-Single-Family Suburban
- SFU-Single-Family Urban
- SFU/MH-Single-Family Urban / Manufactured Home
- SFC-Single-Family Compact

- SFL-Single-Family Limited
- CH-Cottage Housing
- SFT-Single-Family Townhouse
- TH-Tiny House
- TF-Two Family
- NR-Neighborhood Residential
- MF-Multi-Family

RETAIL/COMMERCIAL

- LO-Local Office
- LC-Local Commercial
- GC-General Commercial
- HC-Heavy Commercial

INDUSTRIAL

- HI-Heavy Industrial

PUD LAND USE

- PUD-Single-Family
- PUD-Cottage Housing
- PUD-Townhomes
- PUD-Multi-Family
- PUD-Mixed Use
- PUD-Local Office
- PUD-Local Commercial
- PUD-General Commercial
- PUD-Heavy Commercial

SECTORS

- OS-Open Space
- CD-Conventional Sector
- SI-General Sector
- S2-Station Sector

TRANSECTS

- Civic Building
- T4-General Urban
- TS-Urban Center
- T6-Urban Core
- SD-Special District

If the Site and Architecture Components are not specifically listed on the zoning map, the following apply:

CH-2-B	LC-2-B	SFC-2-A	SFR-1-B	SFU/MH-2-B	TH-2-B
GC-3-C	LO-2-B	SFC-2-B	SFR-2-B	SFU-2-A	
HC-4-D	MF-2-B	SFE-2-B	SFS-2-B	SFU-2-B	
HI-5-D	NR-2-B	SFL-2-B	SFT-2-B	TF-2-B	

NOTE: Except for SFR districts, all single-family and two-family existing lots and future lots on land that is currently within single-family or two-family zoning districts that back up to or side to a major arterial roadway or tollway, have a Type A Architectural Component.

This map has been produced by the City of Leander for formational purposes only. No warranty is made by the City regarding completeness or accuracy, please refer to the official ordinance for zoning verification. 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.



EXECUTIVE SUMMARY
1/4/2024

AGENDA SUBJECT:

Award of Solicitation S24-003 to Cameron Country Chrysler Dodge Jeep Ram (CDJR) under Contract L00320 and to Sewell Family of Companies under Contract L00321 for the purchase of fleet vehicles in the amount of \$757,000.00 for fiscal year 2024, with the term of the contract expiring January 4, 2030; providing for an effective date; and authorizing the Interim City Manager to execute any and all necessary documents.

BACKGROUND:

This award recommendation is for the City of Leander to establish a contract with Cameron Country CDJR in addition to Sewell Family of Companies for fleet vehicles needed to support City operations.

The RFP solicitation was advertised in the Hill Country News newspaper and posted to the City of Round Rock solicitation website. A total of 78 vendors were contacted; no HUB vendors were identified. A total of two vendor responses were received. It has been determined that Cameron Country CDJR and Sewell Family of Companies offers the best value to the City. Therefore, the City recommends the contract be awarded to Cameron Country CDJR and Sewell Family of Companies for fleet vehicles required to support City operations.

An evaluation team with expertise in this area evaluated the offers and have determined Cameron Country CDJR and Sewell Family of Companies as the best to provide these services based on the Respondent's Solution and Program, Company Work Experience and Personnel, Percent off MSRP, and cost.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval.

PRESENTER:

Cheryl Kaufman, General Services & Purchasing Manager

Fiscal Impact

Amount requested:

\$757,000.00 for FY 2024

Approved in current budget (Yes / No):

Yes

Expenditure (New / Amended):

New

Recurring or one-time:

Recurring dependent upon future budgets

Fund source (Operating / Utility / etc.):

Operating

Attachments:

1. City Solicitation S24-003 Fleet Vehicles
2. Evaluation Matrix- RFP S24-003
3. Leander Contract L00320- Cameron Country
4. Leander Contract L00321- Sewell Family of Companies



**ADDENDUM
CITY OF LEANDER, TEXAS**

Solicitation: RFP S24-003

Addendum No: 1

Date of Addendum: November 9, 2023

This addendum is to incorporate the following changes to the above referenced solicitation:

I. Clarifications:

- A. Part I, Item 3 Schedule of Events has been amended to reflect that the City anticipates responding to questions on 11/9/23 by 5:00 PM CST.
- B. The solicitation number has been updated to reflect the correct fiscal year- 2024 (S24-003).

II. Questions:

Q1. Are the terms and conditions negotiable?

A1. Yes.

Q2. Is Chevrolet the only make you're interested in?

A2. No, the City is open to various brands of fleet vehicles as long as the specifications can be closely met.

Q3. How do we attend the bid opening?

A3. If you are interested, please attend via Microsoft Teams or in person at 105 N. Brushy St.- West Conference Room, Leander, TX 78641. You will need to manually copy the entire link below for MS Teams meeting.

https://teams.microsoft.com/l/meetup-join/19%3ameeting_YzhkYWJhNmMtY2Y0Yy00ZDMxLWI1MDItYWQ2NWFjZjRhN2Y0%40thread.v2/0?context=%7b%22id%22%3a%228334aaf3-4a3e-4dd5-863a-41f4c29d0728%22%2c%22oid%22%3a%22f10b070e-0944-446a-b080-2f632e597978%22%7d

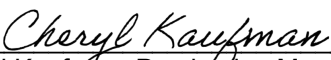
Meeting ID: 254 097 879 699

Passcode: azZRpx

III. Extension: Due to the holidays the proposal due date is hereby extended until November 30, 2023, at 3:00 PM CST.

IV. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:



Cheryl Kaufman, Purchasing Manager
Purchasing Office

11/9/23



City of Leander

**City of Leander, Texas
Purchasing & General Services**

105 N Brushy St,
Leander, Texas 78641

www.leandertx.gov

REQUEST FOR PROPOSAL (RFP)

FLEET VEHICLES

SOLICITATION NUMBER S24-003

OCTOBER 2023

FLEET VEHICLES PART I GENERAL REQUIREMENTS

1. **PURPOSE:** The City of Leander, herein after “the City” seeks proposals from firms experienced in providing new Ford, Chevrolet, Dodge and/or other reputable brands of fleet vehicles to governmental entities. The City intends to award this multi-year contract to multiple responsible vendors with the goal of ensuring the City has met the competitive requirements of local government code 252 to purchase vehicles currently and during the contract term.
2. **SOLICITATION PACKET:** This solicitation packet is comprised of the following:

Description	Index
Part I – General Requirements	Page(s) 2 - 3
Part II – Definitions, Standard Terms and Conditions and Insurance Requirements	Page 4
Part III – Supplemental Terms and Conditions	Page(s) 5 - 6
Part IV – Scope of Work	Page(s) 7 - 8
Part V – Proposal Preparation Instructions and Evaluation Factors	Page(s) 9 - 11
Attachment A – Reference Sheet	Separate attachment
Attachment B – Subcontractor Information Form	Separate attachment
Attachment C – Conflict of Interest Questionnaire	Separate attachment
Attachment D – Cost Proposal Sheet (based off Attachment E)	Bonfire Table
Attachment E – Current Vehicle Requirements (FY24)	Separate attachment

3. **SCHEDULE OF EVENTS:** It is the City’s intention to follow the solicitation timeline below.

EVENT	DATE
Solicitation released	October 26, 2023
Deadline for submission of questions	November 7, 2023 @ 5:00 PM, CST
City responses to questions or addendums	Approximately November 11, 2023 @ 5:00 PM, CST
Deadline for submission of responses	November 23, 2023 @ 3:00 PM, CST

All questions regarding the solicitation shall be submitted through Bonfire in writing by 5:00 PM CST on the due date noted above. A copy of all questions submitted and the City’s response to the questions shall be posted on the City’s webpage in the form of an addendum at:
<https://leandertx.bonfirehub.com/>

The City reserves the right to modify these dates. Notice of date change will be posted to the City’s website:
<https://leandertx.bonfirehub.com/>

4. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City’s website at <https://leandertx.bonfirehub.com/> for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancellations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.

5. **RESPONSE DUE DATE:** Appropriately submitted responses are due at or before 3:00 PM, on the due date noted in PART I, Section 3 – Schedule of Events. The Offeror shall respond via the City's electronic bidding platform, Bonfire: <https://leandertx.bonfirehub.com/>
 - A. This request for proposal (RFP) does not commit the City to contract for any supply or service.
 - B. No paper or submittals outside of Bonfire will be accepted by the City for this solicitation.
 - C. Responses cannot be altered or amended after digital opening.
 - D. No response can be withdrawn after opening without written approval from the City for an acceptable reason.
 - E. The City will not be bound by any oral statement or offer made contrary to the written specifications.
 - F. Samples (if applicable) shall be provided at the Respondent's expense and shall become the property of the City.
 - G. Late responses will not be permitted nor considered.
6. **SUSPENSION OR DEBARMENT CERTIFICATION:** The provisions of the Code of Federal Regulations 2 CFR part 180 suspension and debarment may apply to this agreement. The City of Leander is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from doing business with the Federal Government, State of Texas, or the City of Leander.
7. **CERTIFICATE OF INTERESTED PARTIES:** Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 "Certificate of Interested Parties" that is signed for a contract award requiring council authorization. The "Certificate of Interested Parties" form must be completed on the Texas Ethics Commission website, printed, signed, and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution. Link to Texas Ethics Commission Webpage: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
8. **EX PARTE COMMUNICATION:** Please note that to insure the proper and fair evaluation of an offer, the City of Leander prohibits ex parte communication (e.g., unsolicited) initiated by the Offeror to the City Official, Employee, City Consultant, or Evaluation Team member evaluating or considering the offers prior to the time an award decision has been confirmed. Communication between an Offeror and the City will be initiated by the appropriate City Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the offer. Ex parte communication may be grounds for disqualifying the offending Offeror from consideration of award in evaluation or any future bid.

PART II
DEFINITIONS, STANDARD TERMS AND CONDITIONS,
AND INSURANCE REQUIREMENTS

1. **DEFINITIONS, STANDARD TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the City's Definitions and Standard Terms and Conditions, in effect at the time of release of the solicitation, shall govern unless specifically provided otherwise in a separate agreement or on the face of a purchase order. These can be obtained from the City's website at:
https://www.leandertx.gov/sites/default/files/fileattachments/finance/page/233/city_of_leander_tc_2022_terms_and_cond_updated_nov_2022.pdf.

In addition, the Supplemental Terms and Conditions listed in Section III shall also be enforced as part of the contract.

2. **INSURANCE:** Insurance does not apply to this solicitation.

PART III SUPPLEMENTAL TERMS AND CONDITIONS

1. **AGREEMENT TERM:** The terms of the awarded agreement shall include but not be limited to the following:
 - A. The term of the Agreement shall begin from date of award and shall remain in full force for seventy-two (72) months.
 - B. Upon expiration of the contract term, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period as is reasonably necessary to re-solicit and/or complete the project up to 120 days.
2. **RESPONDENT QUALIFICATIONS:** The City has established the following minimum qualifications. Respondents who do not meet the minimum qualifications will not be considered for award. The Respondent shall:
 - A. Be firms, corporations, individuals, or partnerships normally engaged in providing governmental fleet vehicles as specified herein and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City.
 - B. In order to confirm financial stability, the City may choose to review audited financial statements at any time throughout the RFP evaluation process. Upon request, the Respondent shall provide two years audited financial statements, including any notes or supplemental schedules within 2 business days of the original request.
 - C. Be domiciled in or have a home office inside the United States. Respondents domiciled outside the United States, or not having a home office inside the United States will not be included for consideration in this RFP process.
3. **SUBCONTRACTORS:** If Subcontractors will be used the Respondent is required to complete and submit with their proposal response Attachment B- Subcontractor Information Form. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. The Contractor shall:
 - A. Require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications, and terms of the Contract.
 - B. Require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
 - C. Awarded Contractor is required to submit a list of all subcontractors for approval by the City prior to use of any subcontractors throughout the term of the contract.
4. **SAFETY:** The City reserves the right to remove any employee from City property for violation of federal, state, and local health, safety and environmental laws, ordinances, rules, and regulations. The Respondent shall:
 - A. Ensure that all employees comply with all Occupational Safety and Health Administration (OSHA), State, and City safety and occupational health standards and other applicable federal, state, and local health, safety, and environmental laws, ordinances, rules, and regulations in the performance of these services.
 - B. Be held responsible for the safety of their employees and unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site. In case of conflict, the most stringent safety requirement shall govern.
 - C. Indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Successful Respondents' obligations under this paragraph.
5. **WORKFORCE:** Successful Respondent shall:
 - A. Ensure Respondent's employees perform the services in a timely, professional, and efficient manner.
 - B. Ensure Respondent's employees, while working on City property, wear a company uniform that clearly identifies them as the Respondent's employee.

6. **PRICING**: The Respondent shall determine and submit a fixed cost for the goods and shall include all incidental costs, labor, overhead charges, registration, travel, payroll expenses, freight, equipment acquisition and maintenance, demurrage, fuel surcharges, delivery charges, costs associated with obtaining permits, insurance, bonds, and risk management. No separate line-item charges shall be permitted for either response or invoice purposes.

Pricing for goods will be a **fixed percent off MSRP**. The percentage discount, if any, will be designated by the Respondent in the solicitation response document. Invoices for goods and/or services shall require a copy of the MSRP document or catalog from the manufacturer. Failure to provide the contracted discount (%) off MSRP may result in payment at cost.

7. **PRICE INCREASE**: Contract discounts for fleet vehicles shall remain firm throughout the term of the contract.
8. **ACCEPTANCE/INSPECTION**: Acceptance/Inspection should not take more than fifteen (15) working days. The awarded respondent will be notified within the time frame if the services delivered are not in full compliance with the specifications. In the event the services are not performed to the satisfaction of the City the Contractor shall agree to reperform services to specification at no additional cost to the City. If any agreement or purchase order is cancelled for non-acceptance, the needed services may be purchased elsewhere.
9. **PERFORMANCE REVIEW**: The City reserves the right to review the awarded Contractor's performance anytime during the contract term.
10. **ORDER QUANTITY**: The quantities shown on the solicitation are estimates only. No guarantee of any minimum or maximum purchase is made or implied. The City will only order the services/goods needed to satisfy requirements within budgetary constraints, which may be more or less than indicated.
11. **AWARD**: The City reserves the right to enter into an Agreement or a Purchase Order with a single award, split award, primary and secondary award, non-award, or use any combination that best serves the interest and at the sole discretion of the City. Respondents to the solicitation will be notified when City staff recommendation of award has been made. The award announcement will be posted to the City's website at <https://leandertx.bonfirehub.com/> once City Council has approved the recommendation of award and the agreement has been executed.

12. **POINTS OF CONTACT / DESIGNATED REPRESENTATIVES**:

- A. **Contractor's point of contact**: In order to maintain consistent standards of quality work performed across the City, the City shall be provided with a designated and identified point of contact upon award of the contract to include contact information. The City's designated representative shall be notified by the Respondent immediately should the point of contact change.

- B. The City's designated representatives:

Cheryl Kaufman
Manager
Purchasing and General Services
Phone: 512-528-2730
E-mail: ckaufman@leandertx.gov

Kay Johnson
Purchasing Agent
Purchasing and General Services
Phone: 512-528-2792
Email: kjohnson@leandertx.gov

13. **INTERLOCAL PURCHASING AGREEMENTS**:

- A. The City has entered into Interlocal Agreements with other Governmental agencies pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor may agree to offer the same price and terms and conditions to other eligible agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other government agencies through an interlocal cooperative agreement.

PART IV SCOPE OF WORK

1. **INTRODUCTION AND BACKGROUND:** The City of Leander, herein after “the City” seeks proposals from firms experienced in providing new Ford, Chevrolet, Dodge and/or other reputable brands of fleet vehicles to governmental entities. The City intends to award this multi-year contract to multiple responsible vendors with the goal of ensuring the City has met the competitive requirements of local government code 252 to purchase vehicles currently and during the contract term.
2. **SERVICE REQUIREMENTS:** The Contractor shall-
 - A. Maintain a relationship with Ford, Chevrolet, and/or Dodge or other reputable dealers. Attach documentation to the Proposal such as a letter from the manufacturer(s) the Respondent represents or a line card.
 - B. Certify that the vehicles purchased under this solicitation shall be current makes and models, new and unused.
 - C. Provide the City with a timely response to pricing inquiries for vehicles available to purchase. The City expects to receive a response within five (5) business days of the request.
 - D. Order new vehicles through various distribution channels as needed.
 - E. Establish and communicate the expected delivery timeline for each vehicle the City orders.
 - F. Communicate in a timely and effective manner with City staff if vehicles are delayed.
 - G. **Pre-Delivery Service:** The following services shall be completed by the Contractor before the vehicles are delivered to the City:
 - i. All fluid levels checked and maintained with the proper grade and type of fluids.
 - ii. Pre-delivery inspection and service on chassis.
 - iii. The interior and exterior of each vehicle shall be cleaned.
 - iv. The fuel tank shall be full.
 - H. Provide all vehicle documentation directly to Purchasing personnel.
3. **TECHNICAL SPECIFICATIONS:** Unless otherwise specified, all units will be furnished complete with standard equipment and factory-installed accessories as listed in the manufacturer's printed literature for the models specified. The following items are minimum requirements for the models specified.
 - A. The City seeks to maintain quality, reliability, and efficiency within its vehicle fleet. With this goal in mind several manufacturers' products have been specified herein to establish the City's minimum critical requirements and performance standards of each vehicle. Any example shown is listed to show type and class of equipment desired only. Alternate equivalent items will be considered and are noted as “Or equal”. “Or equal” is intended to establish a level of quality and is not to be interpreted as a preference for a particular brand. The items offered must be equivalent in terms of function, basic design, type and quality of material, method of construction, and any required dimensions.
 - B. Respondents are cautioned that any vehicle specified or delivered which does not meet specifications in every aspect will not be considered or accepted.
 - C. Transmissions on each vehicle specified shall be automatic.
 - D. **A/C, heat, power windows, and power locks shall be included with each vehicle.**
4. **DELIVERY:**
 - A. Deliver all vehicles to the following location:
**City Hall
Purchasing
Cheryl Kaufman or Kay Johnson
105 N Brushy St.
Leander, Texas 78641**

If reasonable, City personnel may pick up vehicles from the lot, but this should remain an uncommon situation.

- B. Delivery of vehicle(s) shall be made to City of Leander no later than one hundred twenty (120) calendar days after receipt of Purchase Order or unless otherwise agreed upon by the City.
- C. Provide all vehicle documentation for each delivered vehicle which includes at time of delivery the following:
 - i. Owner, Operator, and shop repair manuals
 - ii. Form 130-U (Application for Texas Title and/or Registration)
 - iii. Form VTR-62A (Application for Standard Texas Exempt License Plates) – this form is included with delivery but not completed by the dealer. The City will complete this form.
 - iv. Vehicle Purchase Agreement.
 - v. Invoice (from the vehicle company/dealer and must include the city's approved PO number on it).
 - vi. Manufacturer's Certificate/Statement of Origin for a vehicle (dealer must complete the Distributor-Dealer information on the back of this form).
 - vii. Odometer disclosure statement.
 - viii. Texas Department of Public Safety Statement of Inspection.
 - ix. Delivery/acceptance sheet (document signed and copy received from the delivery person to show who made the delivery, date delivered, and who accepted the vehicle).
 - x. Nominal weight rating (in tons).
 - xi. Warranty documentation.

5. **WARRANTY:** The City will only consider offers for the purchase of new equipment with the full manufacturer's warranty directly from the Manufacturer or a Manufacturer's Authorized Distributor.

- A. The manufacturer's standard warranty shall apply. Warranty documentation shall be included with each item bid.
- B. The Contractor shall warrant that the vehicle will conform to the specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship, and title. All warranty repairs will be performed without accessing the City's warranty deductibles. The successful respondent shall be responsible for any warranty deductibles required for warranty repairs.
- C. In the event the vehicle requires two (2) or more repairs in the first 30-day period, except those caused by negligence or through the fault of City employees, the Contractor agrees to remove and replace the defective vehicle without delay and at their expense.
- D. Replacement parts- Replacement parts shall be available for vehicles for no less than ten (10) years. City reserves the right to purchase replacement parts from any source.

6. **CONTRACTOR RESPONSIBILITIES:** The Contractor shall-

- A. Be an authorized manufacturer or distributor authorized by the manufacturer for Ford, Chevrolet, Dodge, or other similar vehicles as requested.
- B. Contact the City's designated personnel to schedule delivery of vehicles.
- C. Observe the speed limit on the individual site.
- D. Check in with the utility billing reception desk upon arrival on site.

7. **CITY RESPONSIBILITIES:** The City will-

- A. Provide a purchase order (PO) to the Contractor prior to ordering and based off of the approved quote.
- B. Coordinate delivery to City Hall.
- C. Request pricing and lead time throughout the term of the contract for vehicle needs.

**PART V
PROPOSAL PREPARATION INSTRUCTIONS
AND EVALUATION FACTORS**

1. **PROPOSAL ACCEPTANCE PERIOD:** All proposals are valid for a period of one hundred and twenty (120) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal.

2. **PROPOSAL RESPONSE:** Responses shall be clear and concise while appropriately responding to the evaluation criteria listed below in Section 3.

- ☐ A statement of your compliance with all applicable rules and regulations of Federal, State and Local governing entities.
- ☐ List of Exceptions (if any)- Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal by the City. Exceptions to this solicitation if any, shall be submitted on a separate sheet labeled "Exceptions" with the Respondent's proposal.
- ☐ Acknowledge Addenda (if applicable)
- ☐ Attachment A- Reference Sheet
- ☐ Attachment B- Subcontractor Form (if applicable)
- ☐ Attachment C- Conflict-of-Interest Questionnaire
- ☐ Maintain a relationship with Ford, Chevrolet, Dodge, and/or other reputable brands. Attach documentation such as a letter from the manufacturer(s) you represent or a line card.

Company Information- which gives in brief, concise terms, a summation of the proposal. Include the following-

- ☐ Business Organization: State the full name and address of your organization and identify the parent company if you are a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate.
- ☐ Project Management Structure: Provide a general explanation and chart which specifies project leadership and reporting responsibilities; and interface the team with City project management and team personnel. If use of subcontractors is proposed, identify their placement in the primary management structure, and provide an internal management description for each subcontractor.
- ☐ Authorized Negotiator: Include the name, email address, and telephone number of the person(s) in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.
- ☐ Segment requirements listed below.

3. **EVALUATION CRITERIA:**

A. Segment 1 – Respondent's Solution and Program

- i. Tab 1 - System Concept and Solution: Define in detail your understanding of the requirement presented in the Scope of Work of this request for proposal and your system solution. Provide all details as required in the Scope of Work and any additional information you deem necessary to evaluate your proposal.
- ii. Tab 2 - Program: Describe your plan for meeting vehicle demand for municipalities and other governmental entities. Include such time-related displays, graphs, and charts as necessary to show tasks, sub-tasks, milestones, and decision points related to the Scope of Work and your plan for accomplishment. As part of your proposal, you must also indicate:
 - a. The steps you will take from notification by the City of a vehicle need through vehicle delivery.
 - b. Describe expediting and communication methods utilized when a vehicle is late from the Manufacturer. Make sure to include when you will contact the City's POC to convey these findings.

- c. Considering only governmental entities, provide the failure rate of governmental orders that cannot be completed/filled (for whatever reason).

B. Segment 2 – Company Work Experience and Personnel:

- i. Prior Experience: State the number of years the Respondent company has been providing fleet vehicles to government entities. Describe only relevant municipal, corporate, and individual experience for the company and personnel who will be actively engaged in the project. Do not include corporate experience unless personnel assigned to this project actively participated. Do not include experience prior to 2014. Supply the project title, year, and reference name, title, present address, and phone number of principal persons for whom prior projects were accomplished.
- ii. Personnel: Include names, qualifications, certifications, and resumes of all personnel who will be assigned to the account including non-administrative employees. State the primary work assigned to each person and the percentage of time each person will devote to this work. Identify key people by name and title.

C. Segment 3 – Cost Proposal: Information described in the following subsections is required from each Proposer. Your method of costing may or may not be used but should be described. A firm fixed price or not-to-exceed Contract is contemplated.

- i. The City seeks to evaluate the value of a 5-year, 100,000-mile Power Train Warranty. Respondents shall provide alternate pricing, if necessary, to provide this warranty level.
- ii. Other itemized costs.
- iii. Unit pricing for goods shall include delivery costs, F.O.B. Destination.
- iv. Items listed in the bid table may be awarded to the responsive/responsible Offeror with the lowest cost and/or the best vehicle delivery timeline.
- v. Future orders may be based predominantly off of the percent off MSRP for a variety of appropriate vehicles and delivery timelines.
- vi. Respondent is not required to bid on all items.
- vii. Alternate equivalent makes and models will be considered.
- viii. For the purpose of cost evaluation, the City will accept offers on the specified new 2023, 2024, 2025 vehicles.
- ix. The City intends to award Items A-N for fiscal year 2024 based on lowest cost considering best lead time.

4. **EVALUATION CRITERIA:** The intent of the City is to award to multiple Respondents in accordance with the evaluation criteria below. The purpose of this evaluation criteria is to determine which responsive and responsible proposal best meets the requirements and provides the best overall value to the City.

A. Evaluation Criteria:	Weights:
• Respondent's Solution and Program (Segment 1)	30 pts
• Company Work Experience and Personnel (Segment 2)	30 pts
• <u>Cost Proposal (Segment 3)</u>	<u>40 pts</u>
Maximum Weight:	100 pts

- B. An evaluation committee will be established to evaluate the proposal. The committee will include employees of the City and may include other impartial individuals who are not City employees. The evaluation committee will determine if discussions and/or Best and Final Offers (BAFO) are necessary. Award of a contract may be made without discussions or BAFO, if in the best interest of the City. The evaluation committee may determine that discussions are necessary to clarify or verify a written proposal response. The City may, at its discretion, elect to have respondents provide oral presentations of their proposal. The City reserves the right to rescore an offer based on provided discussions. A request for a BAFO is at the sole discretion of the City and will be requested in writing. The evaluation committee will evaluate the finalists and make a recommendation for award.
- C. The City reserves the right to reject any or all proposals submitted, or to award to the respondent who, in the City's opinion, offers the best value to the City. The City also reserves the right to cancel the RFP process and pursue alternate methods for providing the requirements.

- D. The City reserves the right to conduct studies and other investigations as necessary to evaluate any proposal.
- E. The City reserves the right to waive any minor technicality, irregularities, or informalities noted in the submission process. Submission of proposal confers no legal rights upon any Respondent.
- F. The City reserves the right to request further documentation or information and to discuss proposal response with any Respondent in order to answer questions or to clarify any aspects of the proposal.
- G. The City may develop a "short list" of qualified proposals and may determine that the Respondent(s) should submit a Best and Final Offer (BAFO). Each "short listed" Respondent will be given a reasonable opportunity for discussion and revision of their proposal.

5. AGREEMENT NEGOTIATIONS AND AWARD PROCESS:

- A. A proposal presented in response to this RFP is subject to negotiation concerning any issues deemed relevant by the City. The City reserves the right to negotiate any issue with any party at any time.
- B. Any unsolicited communication by the Respondent to a City official, undesignated employee, or an evaluation team member evaluating or considering the offers may be grounds for disqualifying the offending Offeror from consideration of award.
- C. Submission of proposal indicates the Respondent's acceptance of the evaluation process and recognition that the City may make subjective judgments in evaluating the proposal to determine the best value for the City.
- D. If negotiations are successful, the City and Respondent may enter into an agreement.
- E. If negotiations are unsuccessful, the City may formally end negotiations with that Respondent. The City may:
 - i. Select the next most highly qualified Respondent and attempt to negotiate an agreement at fair and reasonable terms, conditions, and cost with that Respondent.
 - ii. The City shall continue this process until an agreement is entered into or all negotiations are terminated.
- F. The City also reserves the right to reject any or all submittals, or to accept any submittal deemed most advantageous, or to waive any irregularities or informalities in the submittal received.
- G. An independent signed authorized contract will be sent to the successful Respondent. Execution of a City of Leander contract is required prior to starting work and processing any payments to the awarded Respondent.

6. POST AWARD MEETING: The City and the Respondent may schedule a post award meeting to discuss, but not be limited to the following:

- A. Provide City contact(s) information for implementation of the Agreement.
- B. Identify specific milestones, goals, and strategies to meet objectives.

**ATTACHMENT A
REFERENCE SHEET**

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: _____

RESPONDENT'S NAME: _____ **DATE:** _____

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

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

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

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

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

**ATTACHMENT B
SUBCONTRACTOR INFORMATION FORM
COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE**

SOLICITATION NUMBER: _____

RESPONDENT'S NAME: _____ **DATE:** _____

- **CIRCLE ONE - NO, I WILL NOT USE SUBCONTRACTORS ON THIS CONTRACT** **NO**

YES, I INTEND TO USE SUBCONTRACTORS ON THIS CONTRACT **YES**

If yes complete the information below

1. Subcontractor Name _____
Name of Contact _____
E-Mail Address _____
Address _____
City, State, Zip Code _____
Telephone Number _____ Fax Number: _____
Describe work to be performed _____
Percentage of contract work to be performed _____ %

2. Subcontractor Name _____
Name of Contact _____
Title of Contact _____
E-Mail Address _____
Address _____
City, State, Zip Code _____
Telephone Number _____ Fax Number: _____
Describe work to be performed _____
Percentage of contract work to be performed _____ %

- *Add additional pages as needed*

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Attachment E- Current Vehicle Requirements (FY24)

PUBLIC WORKS- WATER

ITEM A- NEW: ½ Ton Pick-Up Truck, 2WD Water Quality Specialist

Make/Model example specified: Chevrolet 4x2 Double Cab

Year 2023-24-25 model is acceptable.

Exterior Color: White

Interior Color: Black or Grey, no carpet, seats 40/20/40

Cab: 4x2 Double Cab 147.45" wheelbase

Complete specification containing minimum critical requirements can be viewed at the following link:

<http://www.gmfleet.com> Additional options requested:

- REAR AXLE 3.42 RATIO
- AUDIO SYSTEM CHEVROLET INFOTAINMENT 3 SYSTEM 7 diagonal color touchscreen AM/FM stereo. Additional features for compatible phones include Bluetooth audio streaming for 2 active devices voice command pass-through to phone Apple CarPlay and Android Auto capable. (STD) Reverse Camera System
- GLASS DEEP-TINTED
- SEATS FRONT 40/20/40 SPLIT-BENCH (STD)
- POWER OUTLET INSTRUMENT PANEL 120-VOLT (400 watts shared with (KC9) bed mounted power outlet)
- TRANSMISSION 6-SPEED AUTOMATIC ELECTRONICALLY CONTROLLED (STD)
- TAILGATE GATE FUNCTION MANUAL with EZ Lift includes power lock and release.
- ENGINE 5.3L ECOTEC3 V8 (355 hp [265 kW] @ 5600 rpm 383 lb-ft of torque [518 Nm] @ 4100 rpm)
- WHEELS 17 X 8 (43.2 CM X 20.3 CM) ULTRA SILVER PAINTED STEEL (STD)
- WT CONVENIENCE PACKAGE
- TIRES Michelin or Goodyear All-Terrain
- LED CARGO AREA LIGHTING located in pickup bed activated with switch on center switch bank.
- POWER OUTLET BED MOUNTED 120-VOLT (400 watts shared with (KI4) instrument panel mounted power outlet)
- CRUISE CONTROL ELECTRONIC with set and resume speed steering wheel-mounted
- Spray in Bed-Liner
- RKI- Side Opening Cross box C-series with Headache Rack WG10 series
- Trailer Tow Package Class IV Receiver Hitch
- Trailer Brake Controller

ITEM B- NEW: 3/4 Ton Pick-Up Truck, 4WD FOREMAN (Water)

Make/Model example specified: Chevrolet 4x4 Crew Cab

Year 2023-24-25 model is acceptable.

Exterior Color: White

Interior Color: Black or Grey, no carpet, seats 40/20/40

Cab: 4x4 Crew Cab

Complete specification containing minimum critical requirements can be viewed at the following link:

<http://www.gmfleet.com> Additional options requested:

- Duramax 6.6L V8 Turbodiesel 10-Speed Automatic 4WD
- AUDIO SYSTEM CHEVROLET INFOTAINMENT 3 SYSTEM 7 diagonal color touchscreen AM/FM stereo. Additional features for compatible phones include Bluetooth audio streaming for 2 active devices voice command pass-through to phone Apple CarPlay and Android Auto capable. (STD) Reverse Camera System
- GLASS DEEP-TINTED
- SEATS FRONT 40/20/40 SPLIT-BENCH (STD)
- POWER OUTLET INSTRUMENT PANEL 120-VOLT (400 watts shared with (KC9) bed mounted power outlet.
- TAILGATE GATE FUNCTION MANUAL with EZ Lift includes power lock and release.
- WT CONVENIENCE PACKAGE
- TIRES Michelin or Goodyear All-Terrain
- LED CARGO AREA LIGHTING located in pickup bed activated with switch on center switch bank.

Attachment E- Current Vehicle Requirements (FY24)

- POWER OUTLET BED MOUNTED 120-VOLT (400 watts shared with (KI4) instrument panel mounted power outlet)
- Spray in Bed-Liner
- RKI- Side Opening Cross box C-series with Headache Rack WG10 series
- Trailer Tow Package Class IV Receiver Hitch
- Trailer Brake Controller

ITEM C- NEW: 3/4 Ton Pick-Up Truck, 4WD FOREMAN (WW)

Make/Model example specified: Chevrolet 4x4 Crew Cab

Year 2023-24-25 model is acceptable.

Exterior Color: White

Interior Color: Black or Grey, no carpet, seats 40/20/40

Cab: 4x4 Crew Cab

Complete specification containing minimum critical requirements can be viewed at the following link:

<http://www.gmffleet.com> Additional options requested:

- Duramax 6.6L V8 Turbodiesel 10-Speed Automatic 4WD
- AUDIO SYSTEM CHEVROLET INFOTAINMENT 3 SYSTEM 7 diagonal color touchscreen AM/FM stereo. Additional features for compatible phones include Bluetooth audio streaming for 2 active devices voice command pass-through to phone Apple CarPlay and Android Auto capable. (STD) Reverse Camera System
- GLASS DEEP-TINTED
- SEATS FRONT 40/20/40 SPLIT-BENCH (STD)
- POWER OUTLET INSTRUMENT PANEL 120-VOLT (400 watts shared with (KC9) bed mounted power outlet.
- TAILGATE GATE FUNCTION MANUAL with EZ Lift includes power lock and release.
- WT CONVENIENCE PACKAGE
- TIRES Michelin or Goodyear All-Terrain
- LED CARGO AREA LIGHTING located in pickup bed activated with switch on center switch bank.
- POWER OUTLET BED MOUNTED 120-VOLT (400 watts shared with (KI4) instrument panel mounted power outlet)
- Spray in Bed-Liner
- RKI- Side Opening Cross box C-series with Headache Rack WG10 series
- Trailer Tow Package Class IV Receiver Hitch
- Trailer Brake Controller

ITEM D- NEW: SUV/Crossover (Conservation Manger)

Make/Model example specified: Dodge Durango/Ford Explorer

Year 2023-24-25 model is acceptable.

Exterior Color: White

Interior Color: Black or Grey

Cab: SUV or Crossover

Complete specification containing minimum critical requirements can be viewed at the following link:

<http://www.gmffleet.com> Additional options requested:

- 3.6L V6 Cylinder Engine
- AUDIO SYSTEM CHEVROLET INFOTAINMENT 3 SYSTEM 7 diagonal color touchscreen AM/FM stereo. Additional features for compatible phones include Bluetooth audio streaming for 2 active devices voice command pass-through to phone Apple CarPlay and Android Auto capable. (STD) Reverse Camera System
- GLASS DEEP-TINTED
- POWER OUTLET INSTRUMENT PANEL 120-VOLT (400 watts shared with (KC9) bed mounted power outlet.
- TIRES: 265/60R18 BSW AS LRRTIRES

Attachment E- Current Vehicle Requirements (FY24)

ITEM E- Replacement (PW 26) ITEM #5: ½ Ton Pick-Up Truck, 2WD

Make/Model example specified: Chevrolet 4x2 Regular Cab

Year 2023-24-25 model is acceptable.

Exterior Color: White

Interior Color: Black or Grey, no carpet, seats 40/20/40

Cab: 4x2 Regular Cab 139.56" wheelbase

Complete specification containing minimum critical requirements can be viewed at the following link:

<http://www.gmfleet.com> Additional options requested:

- REAR AXLE 3.42 RATIO
- AUDIO SYSTEM CHEVROLET INFOTAINMENT 3 SYSTEM 7 diagonal color touchscreen AM/FM stereo. Additional features for compatible phones include Bluetooth audio streaming for 2 active devices voice command pass-through to phone Apple CarPlay and Android Auto capable. (STD) Reverse Camera System
- GLASS DEEP-TINTED
- SEATS FRONT 40/20/40 SPLIT-BENCH (STD)
- POWER OUTLET INSTRUMENT PANEL 120-VOLT (400 watts shared with (KC9) bed mounted power outlet)
- TRANSMISSION 6-SPEED AUTOMATIC ELECTRONICALLY CONTROLLED (STD)
- TAILGATE GATE FUNCTION MANUAL with EZ Lift includes power lock and release.
- ENGINE 5.3L ECOTEC3 V8 (355 hp [265 kW] @ 5600 rpm 383 lb-ft of torque [518 Nm] @ 4100 rpm)
- WHEELS 17 X 8 (43.2 CM X 20.3 CM) ULTRA SILVER PAINTED STEEL (STD)
- WT CONVENIENCE PACKAGE
- TIRES Michelin or Goodyear All-Terrain
- LED CARGO AREA LIGHTING located in pickup bed activated with switch on center switch bank.
- POWER OUTLET BED MOUNTED 120-VOLT (400 watts shared with (KI4) instrument panel mounted power outlet)
- CRUISE CONTROL ELECTRONIC with set and resume speed steering wheel-mounted
- Spray in Bed-Liner
- RKI- Side Opening Cross box C-series with Headache Rack WG10 series
- Trailer Tow Package Class IV Receiver Hitch
- Trailer Brake Controller

ITEM F- Replacement (PW 27) ITEM #6: ½ Ton Pick-Up Truck, 2WD

Make/Model example specified: Chevrolet 4x2 Regular Cab

Year 2023-24-25 model is acceptable.

Exterior Color: White

Interior Color: Black or Grey, no carpet, seats 40/20/40

Cab: 4x2 Regular Cab 139.56" wheelbase

Complete specification containing minimum critical requirements can be viewed at the following link:

<http://www.gmfleet.com> Additional options requested:

- REAR AXLE 3.42 RATIO
- AUDIO SYSTEM CHEVROLET INFOTAINMENT 3 SYSTEM 7 diagonal color touchscreen AM/FM stereo. Additional features for compatible phones include Bluetooth audio streaming for 2 active devices voice command pass-through to phone Apple CarPlay and Android Auto capable. (STD) Reverse Camera System
- GLASS DEEP-TINTED
- SEATS FRONT 40/20/40 SPLIT-BENCH (STD)
- POWER OUTLET INSTRUMENT PANEL 120-VOLT (400 watts shared with (KC9) bed mounted power outlet)
- TRANSMISSION 6-SPEED AUTOMATIC ELECTRONICALLY CONTROLLED (STD)
- TAILGATE GATE FUNCTION MANUAL with EZ Lift includes power lock and release.
- ENGINE 5.3L ECOTEC3 V8 (355 hp [265 kW] @ 5600 rpm 383 lb-ft of torque [518 Nm] @ 4100 rpm)
- WHEELS 17 X 8 (43.2 CM X 20.3 CM) ULTRA SILVER PAINTED STEEL (STD)
- WT CONVENIENCE PACKAGE
- TIRES Michelin or Goodyear All-Terrain
- LED CARGO AREA LIGHTING located in pickup bed activated with switch on center switch bank.

Attachment E- Current Vehicle Requirements (FY24)

- POWER OUTLET BED MOUNTED 120-VOLT (400 watts shared with (KI4) instrument panel mounted power outlet)
- CRUISE CONTROL ELECTRONIC with set and resume speed steering wheel-mounted
- Spray in Bed-Liner
- RKI- Side Opening Cross box C-series with Headache Rack WG10 series
- Trailer Tow Package Class IV Receiver Hitch
- Trailer Brake Controller

ITEM G- Replacement (PW 28) ITEM #7: ¾ Ton Pick-Up Truck, Utility Body 2WD

Make/Model example specified: Ford or Chevrolet 4x2 Regular Cab

Year 2023-24-25 model is acceptable.

Exterior Color: White

Interior Color: Grey, no carpet, seats 40/20/40.

Cab: 4x2 Regular Cab 139.56" wheelbase

Complete specification containing minimum critical requirements can be viewed at the following link:

<http://www.gmffleet.com> Additional options requested:

- 500 Series Knapheide Service Body or comparable
- REAR AXLE 3.42 RATIO
- AUDIO SYSTEM CHEVROLET INFOTAINMENT 3 SYSTEM 7 diagonal color touchscreen AM/FM stereo. Additional features for compatible phones include Bluetooth audio streaming for 2 active devices voice command pass-through to phone Apple CarPlay and Android Auto capable. (STD) Reverse Camera System
- GLASS DEEP-TINTED
- SEATS FRONT 40/20/40 SPLIT-BENCH (STD)
- POWER OUTLET INSTRUMENT PANEL 120-VOLT (400 watts shared with (KC9) bed mounted power outlet)
- TRANSMISSION 6-SPEED AUTOMATIC ELECTRONICALLY CONTROLLED (STD)
- TAILGATE GATE FUNCTION MANUAL with EZ Lift includes power lock and release.
- ENGINE 5.3L ECOTEC3 V8 (355 hp [265 kW] @ 5600 rpm 383 lb-ft of torque [518 Nm] @ 4100 rpm)
- WHEELS 17 X 8 (43.2 CM X 20.3 CM) ULTRA SILVER PAINTED STEEL (STD)
- WT CONVENIENCE PACKAGE
- TIRES Michelin or Goodyear All-Terrain
- LED CARGO AREA LIGHTING located in pickup bed activated with switch on center switch bank.
- POWER OUTLET BED MOUNTED 120-VOLT (400 watts shared with (KI4) instrument panel mounted power outlet)
- CRUISE CONTROL ELECTRONIC with set and resume speed steering wheel-mounted
- Spray in Bed-Liner
- RKI- Side Opening Cross box C-series with Headache Rack WG10 series
- Trailer Tow Package Class IV Receiver Hitch
- Trailer Brake Controller

ENGINEERING & BUILDING INSPECTIONS

ITEM H- Engineering SUV: 4WD or AWD

Make/Model example specified: Ford Explorer, Chevy Tahoe

Year 2023-24-25 model is acceptable.

Exterior Color: White

Interior Color: Black or Grey

- V-6
- HP ≈ 293
- Torque ≈ 260
- Automatic transmission
- Gasoline

Attachment E- Current Vehicle Requirements (FY24)

- Max Payload ≈ 1330
- GVWR ≈ 6500

ITEM I- Engineering (ENG 1)- ½ Ton Pick-Up Truck, 4WD

Make/Model example specified: Ford F-150 or Chevrolet 1500

Year 2023-24-25 model is acceptable.

Exterior Color: White

Interior Color: Black or Grey

Cab: Crew Cab

- V-8
- Automatic transmission
- RKI side opening cross box C series with headache rack WG10 series.
- Gasoline
- Full width light bar amber and white or blue and white LED lights
- Half ton
- Bed: 6 or 6.5 feet

ITEM J- Building Inspections (BI-5)- ½ Ton Pick-Up Truck, 2WD

Make/Model example specified: Ford F-150 or Chevrolet 1500

Year 2023-24-25 model is acceptable.

Exterior Color: White

Interior Color: Black or Grey

Cab: Regular WT

- V-6
- HP ≈ 310
- Torque ≈ 348
- Gasoline
- Max Payload ≈ 2250
- GVWR ≈ 6800
- Bed: 8 feet

FIRE DEPARTMENT & CODE ENFORCEMENT

ITEM K- Code Enforcement (CE-2)- ½ Ton Pick-Up Truck, 4WD

Make/Model example specified: Chevrolet 4x4 Crew Cab, Ford F-150

Year 2023-24-25 model is acceptable.

Exterior Color: White

Interior Color: Black or Grey, no carpet, seats 40/20/40

Cab: 4x4 Crew Cab

Complete specification containing minimum critical requirements can be viewed at the following link:

<http://www.gmfleet.com> Additional options requested:

- All electric windows and doors, remote start
- Duramax 6.6L V8 Turbodiesel 10-Speed Automatic OR gasoline 4WD
- AUDIO SYSTEM CHEVROLET INFOTAINMENT 3 SYSTEM 7 diagonal color touchscreen AM/FM stereo.
Additional features for compatible phones include Bluetooth audio streaming for 2 active devices voice command pass-through to phone Apple CarPlay and Android Auto capable. (STD) Reverse Camera System (the City would prefer an audible alarm)
- SEATS FRONT 40/20/40 SPLIT-BENCH (STD)
- POWER OUTLET INSTRUMENT PANEL 120-VOLT (400 watts shared with (KC9) bed mounted power outlet.

Attachment E- Current Vehicle Requirements (FY24)

- TAILGATE GATE FUNCTION MANUAL with EZ Lift includes power lock and release.
- WT CONVENIENCE PACKAGE
- TIRES Michelin or Goodyear All-Terrain
- POWER OUTLET BED MOUNTED 120-VOLT (400 watts shared with (KI4) instrument panel mounted power outlet)

ITEM L- Code Enforcement (CE-3)- ½ Ton Pick-Up Truck, 4WD

Make/Model example specified: Chevrolet 4x4 Crew Cab, Ford F-150

Year 2023-24-25 model is acceptable.

Exterior Color: White

Interior Color: Black or Grey, no carpet, seats 40/20/40

Cab: 4x4 Crew Cab

Complete specification containing minimum critical requirements can be viewed at the following link:

<http://www.gmfleet.com> Additional options requested:

- All electric windows and doors, remote start
- Duramax 6.6L V8 Turbodiesel 10-Speed Automatic or gasoline 4WD
- AUDIO SYSTEM CHEVROLET INFOTAINMENT 3 SYSTEM 7 diagonal color touchscreen AM/FM stereo. Additional features for compatible phones include Bluetooth audio streaming for 2 active devices voice command pass-through to phone Apple CarPlay and Android Auto capable. (STD) Reverse Camera System (the City would prefer an audible alarm)
- SEATS FRONT 40/20/40 SPLIT-BENCH (STD)
- POWER OUTLET INSTRUMENT PANEL 120-VOLT (400 watts shared with (KC9) bed mounted power outlet.
- TAILGATE GATE FUNCTION MANUAL with EZ Lift includes power lock and release.
- WT CONVENIENCE PACKAGE
- TIRES Michelin or Goodyear All-Terrain
- POWER OUTLET BED MOUNTED 120-VOLT (400 watts shared with (KI4) instrument panel mounted power outlet)

ITEM M- Fire Department (FD 141)- ½ Ton Pick-Up Truck, 4WD

Make/Model example specified: Four door Chevrolet 4x4, Ford F-150

Year 2023-24-25 model is acceptable.

Exterior Color: Red is preferred but white could be accepted

Interior Color: Black or Grey, no carpet, seats 40/20/40

Additional options requested:

- All electric windows and doors, remote start
- Duramax 6.6L V8 Turbodiesel 10-Speed Automatic or gasoline 4WD
- AUDIO SYSTEM CHEVROLET INFOTAINMENT 3 SYSTEM 7 diagonal color touchscreen AM/FM stereo. Additional features for compatible phones include Bluetooth audio streaming for 2 active devices voice command pass-through to phone Apple CarPlay and Android Auto capable. (STD) Reverse Camera System (the City would prefer an audible alarm)
- SEATS FRONT 40/20/40 SPLIT-BENCH (STD)
- TIRES Michelin or Goodyear All-Terrain

GENERAL SERVICES

ITEM N- General Services: ½ Ton Pick-Up Truck, 2WD Truck

Make/Model example specified: Chevrolet, Ford F-150

Year 2023-24-25 model is acceptable.

Exterior Color: White

Interior Color: Black or Grey, no carpet, seats 40/20/40

Attachment E- Current Vehicle Requirements (FY24)

Cab: 4x4 Crew Cab

Complete specification containing minimum critical requirements can be viewed at the following link:

<http://www.gmffleet.com> Additional options requested:

- All electric windows and doors, remote start
- Gasoline
- **Extended Cab**
- Duramax 6.6L V8 Turbodiesel 10-Speed Automatic 4WD
- AUDIO SYSTEM CHEVROLET INFOTAINMENT 3 SYSTEM 7 diagonal color touchscreen AM/FM stereo.
Additional features for compatible phones include Bluetooth audio streaming for 2 active devices voice command pass-through to phone Apple CarPlay and Android Auto capable. (STD) Reverse Camera System
- SEATS FRONT 40/20/40 SPLIT-BENCH (STD)
- POWER OUTLET INSTRUMENT PANEL 120-VOLT (400 watts shared with (KC9) bed mounted power outlet.
- TAILGATE GATE FUNCTION MANUAL with EZ Lift includes power lock and release.
- WT CONVENIENCE PACKAGE
- TIRES Michelin or Goodyear All-Terrain
- POWER OUTLET BED MOUNTED 120-VOLT (400 watts shared with (KI4) instrument panel mounted power outlet)

Standard Definitions, Terms and Conditions

By acceptance of a Purchase Order or Agreement, or response to a Solicitation, Vendor agrees the following terms and conditions, without modification, will govern:

I. DEFINITIONS

The following definitions shall be used to identify terms throughout procurement documents:

- A. **ADDENDUM** – A written instrument issued by the City that modifies or clarifies the Solicitation prior to the Due Date. “Addenda” is the plural form of the word.
- B. **AGREEMENT/CONTRACT** – A mutually binding legal document obligating the Vendor to furnish the goods, equipment or services specified within the Solicitation and obligating the City to pay for the goods, equipment, or services specified.
- C. **APPROPRIATE, APPROPRIATED, OR APPROPRIATION** – The adoption by the City Council of a budget for a fiscal year that includes payments to be made under the Contract during the respective fiscal year.
- D. **BID/PROPOSAL/RESPONSE/OFFER/QUOTE/QUOTATION** – A complete, properly signed response to a Solicitation that, if accepted, would bind the Respondent to perform the resulting Contract.
- E. **BIDDER/PROPOSER/RESPONDENT/OFFERER** – A person, firm or entity identified throughout the Solicitation that they consider themselves qualified to provide the goods, equipment or services specified herein, and are interested in making an offer to provide the goods, equipment or services to the City.
- F. **CITY** – The City of Leander, a home-rule municipal corporation located in Williamson County, Texas.
- G. **DELIVERABLES** – The goods, products, materials, and/or services to be provided to the City under a Purchase Order or Contract.
- H. **DUE DATE** – The date and time specified for receipt of Bids, Proposals, Responses, Offers, Quotations and Qualification Statements.
- I. **GOODS** – Materials, supplies, commodities and/or equipment.
- J. **LATE OFFER** – A Bid, Proposal, Quote, Response, or Submittal that is received after the Due Date and time specified in the Solicitation.
- K. **NON-PROFESSIONAL SERVICES** – services performed that are not of a professional nature such as lawn care, security, janitorial, etc.
- L. **PIGGYBACK CONTRACT** – A Contract or Agreement that has been competitively bid in accordance with State of Texas statutes, rules, policies and procedures and has been extended for the use of state and local agencies and active State of Texas CO-OP entities.
- M. **PURCHASE ORDER** – An order placed by the City for the purchase of goods or services issued on the City’s standard purchase order form and which, when accepted by the Vendor, becomes a Contract. The Purchase Order is the Vendor’s authority to deliver and invoice the City for Goods or Services specified, and the City’s commitment to accept the Goods or Services for an agreed upon price.
- N. **PROFESSIONAL SERVICES** – Services that use skills that are predominantly mental or intellectual, rather than physical or manual such as accounting, architecture, land surveying, law, medicine, optometry, professional engineering, etc.
- O. **REQUEST FOR QUALIFICATIONS STATEMENTS (RFQ)** – A solicitation used to acquire professional services as defined by the State of Texas Government Code, Chapter 2254.
- P. **RESPONSIBLE** – Refers to the financial and practical ability of the Offeror to perform the Contract and takes into consideration resources, expertise, and past performance of the Offeror as well as compliance with all City ordinances concerning the purchasing process.
- Q. **RESPONSIVE** – Meeting all the requirements of a Solicitation.
- R. **SERVICES** – Work performed to meet the requirements and demand of the Purchase Order. The furnishing of labor, time, or effort by the Vendor and their ability to comply with promised delivery dates, specification and technical assistance specified.
- S. **SOLICITATION/INVITATION TO BID/REQUEST FOR PROPOSALS/REQUEST FOR QUOTES** – The Solicitation document issued by the City containing terms, conditions and specifications for the service or commodity to be procured.
- T. **SUBCONTRACTOR** – Any person or business enterprise providing goods, labor, and/or services to a Vendor if such goods, equipment, labor, and/or services are procured or used in fulfillment of the Vendor’s obligations arising from a Contract with the City.
- U. **VENDOR/CONTRACTOR** – Person or business enterprise providing goods, equipment, labor and/or services to the City as fulfillment of obligations arising from an Agreement or Purchase Order.

II. SOLICITATIONS

A. **CONFLICT OF INTEREST:**

Chapter 176 of the Texas Local Government Code requires an entity contracting or seeking to contract for the sale or purchase of property, goods, or services with a local governmental entity to disclose any affiliation or business relationship which might create a conflict of interest with a local government entity. The Conflict of Interest Questionnaire is available from the Texas Ethics Commission at https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm, and completed forms must be submitted to the appropriate records administrator of the City not later than the seventh business day after the date the entity begins contract discussions or negotiations with the local governmental entity, or submits to the local governmental entity an application, response to a Request for Proposals or Bids, correspondence, or another writing related to a potential Agreement with the local governmental entity. If responding to a Solicitation, the Conflict of Interest Form may be submitted with the Response. The completed forms may be mailed or hand delivered to the City Secretary at the following address: The City of Leander, Office of the City Secretary, City Hall, 105 N. Brushy St Leander, TX 78641. This legislation is subject to change and each entity should consult its own attorney regarding the current law. Any attempt to intentionally or unintentionally conceal a conflict of interest may result in disqualification of any response to a solicitation. The validity of the Contract is not affected solely because of failure to comply with the conflict of interest disclosure requirements.

B. **COMMUNICATIONS WITH THE CITY:**

To insure the proper and fair evaluation of a Solicitation, the City prohibits ex parte communication (e.g., unsolicited) initiated by the Offeror to the City Official or Employee evaluating or considering the Responses prior to the time an award has been made. Communication between Offeror and the City will be initiated by the appropriate City Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the Solicitation. Ex parte communication may be grounds for disqualifying the offending Offeror from consideration or award of the Solicitation then in evaluation, or any future Solicitation.

Unless otherwise specified, all requests for clarification or questions regarding a Solicitation must be directed to the City of Leander Purchasing Office, Attn.: Purchasing Agent, PO Box 319, 105 N. Brushy St., Leander, TX 78641-0319, 512-528-2730, FAX: 512-528-2829, kjohnson@leandertx.gov.

C. DISCLOSURE OF PENDING LITIGATION:

Each Respondent shall include in its proposal a complete disclosure of any material civil or criminal litigation or pending investigation which involves the Respondent or in which the Respondent has been judged guilty.

D. CONFIDENTIALITY OF RESPONSES, PUBLIC INFORMATION ACT:

All Responses are subject to release as public information unless the Response or specific parts of the Response can be shown to be exempt from the Texas Public Information Act. Respondents are advised to consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information. The City assumes no obligation or responsibility for asserting legal arguments on behalf of potential Respondents.

If a Respondent believes that a Response or parts of a Response are confidential, then the Respondent shall so specify. The Respondent shall stamp in bold red letters the term "**CONFIDENTIAL**" on that part of the Response, which the Respondent believes to be confidential. Vague and general claims as to confidentiality shall not be accepted. All Responses and parts of Responses that are not marked as confidential will be automatically considered public information. Notwithstanding, responses to Requests for Proposals shall be opened in a manner that avoids disclosure of the contents to competing offeror and keeps the proposals secret during negotiations as provided for in Section 252.049 of the Local Government Code.

E. CLARIFICATIONS, WAIVER OF MINOR TECHNICALITIES OR DISCREPANCIES:

The City reserves the right to request clarification or additional information specific to any Response after all Responses have been received and the Solicitation Due Date has passed. Additionally, the City reserves the right to accept or reject all or part of any Response, waive any formalities or technical inconsistencies, delete any requirement or specification from the Solicitation, or terminate the Solicitation when deemed to be in City's best interest.

F. COST OF PREPARATION OF RESPONSE:

All costs directly or indirectly related to preparation of a Response to this Solicitation or any oral presentation required to supplement and/or clarify a Response which may be required by the City shall be the sole responsibility of the Respondent.

G. RESPONSES BECOME PROPERTY OF THE CITY:

Submissions received in response to a Solicitation become the sole property of the City.

H. WITHDRAWAL OF A RESPONSE:

A Response may be withdrawn prior to the submission deadline by submitting a written request for its withdrawal to the Purchasing Office. A new Response may be submitted and must be received prior to the submission deadline to be considered. Modifications offered in any manner will not be considered if submitted after the submission deadline.

I. DETERMINATION OF AWARD, RESULTING AGREEMENT:

In determining award, the City reserves the right to select the acceptable Respondent who will offer contractual terms and conditions most favorable to the City. All requirements stated in the Solicitation shall become a part of any Contract, Agreement or Purchase Order awarded as a result of the Solicitation, and any deviations from these requirements must be specifically stated and defined by the Respondent in their Response. Requests for clarification and the responses(s) shall also become a part of any Contract, Agreement or Purchase Order resulting from the Solicitation.

J. AFFIRMATIONS AND CERTIFICATIONS:

By signature on and submission of a Response, Respondent certifies they have not conspired with any other potential supplier in any manner to attempt to control competitive pricing. By signature on and submission of a Response, Respondent certifies they are duly qualified, capable and a bondable business entity not in receivership or contemplating same, and has not filed for bankruptcy. By signature on and submission of a Response, Respondent affirms that they will not discriminate against any employee or applicant as prohibited by law.

K. REQUIREMENTS FOR SUBMISSION OF RESPONSE OF FORMAL SOLICITATION:

1. All Responses must be submitted on the form provided by the City, and accompanied by all required attachments. Each Response shall be placed in a separate envelope and properly identified with Solicitation Number and Opening Date. Responses must be time-stamped at the Purchasing Office, 105 N. Brushy St, Leander TX 78641, PO Box 319, Leander, TX 78646, on or before due date and time shown on the Solicitation form. Late Responses will not be considered.
2. If applicable, Respondent will show exact cost to deliver. Responses must specify unit price on the quantity specified, extend and show total. Unit prices shall govern, including in case of errors. Cash discounts will not be considered in determining award; all cash discounts offered will be taken if earned. Respondent will list and deduct all discounts not based on early payment from prices quoted.
3. The City is exempt from all federal excise, state and local taxes unless otherwise stated. The City claims exemption from under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon request. Do not include taxes in Response to any Solicitation.
4. Unless stated otherwise, any catalog, brand name or manufacturer's reference used in the Solicitation is descriptive (not restrictive), and is used to indicate type and quality desired. Responses on brands of like nature and quality will be considered. If quoting on other than referenced specifications, the Response MUST show manufacturer brand or trade name and description of product offered. Illustrations and complete descriptions of product offered should be made part of the Response. If Respondent does not identify exceptions to the specifications shown in this Invitation, Respondent will be required to furnish brand names, numbers, etc., as shown in the Solicitation.
5. Response must show the number of days required to deliver items or provide services to the City's designated location under normal conditions. Unrealistically short or long delivery promises may cause Response to be disregarded.

L. PURCHASE ORDERS

A. GENERAL TERMS AND CONDITIONS

1. ACCEPTANCE:

A Purchase Order is the City's commitment to make procurement and is subject to Vendor's acceptance of the City's terms and conditions.

2. ABSENCES OF PURCHASE ORDER OR AGREEMENT:

The City is not responsible for delivery of any materials or services without a proper Purchase Order.

3. VENDOR'S OBLIGATIONS:

The Vendor shall fully and timely provide all deliverables described in the Solicitation and in the Vendor's Offer in strict accordance with the terms, covenants, and conditions of the Agreement and all applicable Federal, State, and local laws, rules, and regulations.

4. EFFECTIVE DATE/TERM:

Unless otherwise specified in the Solicitation, this Agreement shall be effective as of the date the City issues and signs the Purchase Order, and shall continue in effect until all obligations are performed in accordance with the Agreement.

5. SUBCONTRACTORS:

If the Vendor utilizes Subcontractors in providing the goods and/or services under this Purchase Order, the Vendor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Vendor is responsible for the Vendor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law. The Vendor shall:

- a. Require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Agreement;
- b. Prohibit the Subcontractor from further subcontracting any portion of the Agreement without the prior written consent of the City and the Vendor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
- c. Require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Vendor in sufficient time to enable the Vendor to include same with its invoice or application for payment to the City in accordance with the terms of the Agreement;
- d. Require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Vendor, with the City being a named insured as its interest shall appear;
- e. Require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City;
- f. Pay each Subcontractor its appropriate share of payments made to the Vendor not later than ten (10) calendar days after receipt of payment from the City.

6. DELAYS:

The City may delay scheduled delivery or other due dates by written notice to the Vendor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Agreement, the City and the Vendor shall negotiate an equitable adjustment for costs incurred by the Vendor in the Agreement price and execute an amendment to the Agreement. The Vendor must assert its right to an adjustment within ten (10) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution Process specified in Section IV. However, nothing in this provision shall excuse the Vendor from delaying the delivery as notified.

7. FORCE MAJEURE:

Neither party shall be liable for any default or delay in the performance of its obligations under this Agreement if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond reasonable control. In the event of default or delay in performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

8. INSURANCE REQUIREMENTS:

Unless specific insurance requirements are noted, Vendor shall maintain insurance coverage appropriate for the fulfillment of the Purchase Order. In the event the Vendor, its employees, agents or subcontractors enter premises occupied by or under the control of the City, the Vendor agrees to maintain public liability and property damage insurance in reasonable limits covering the obligations set forth in this Purchase Order, and will maintain Workers' Compensation coverage (either by insurance or if qualified pursuant to law, through a self-insurance program) covering all employees performing on premises occupied by or under control of the City. The Vendor shall not commence work until the required insurance is obtained. Upon request, Vendor shall provide a copy of its insurance policies to the City within fourteen (14) days. Failure to provide the required certificate of insurance may subject the vendor to disqualification from consideration for award. The Vendor must also forward a certificate of insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

a. Insurance Requirements:

The successful Proposer shall procure and maintain in force during the terms of any contract awarded pursuant to this RFP, at its own cost, the following minimum insurance coverage:

- Builder's Risk: based upon full construction costs, if required per contract
- Workers' Compensation and Employers' Liability
 - State of Texas: \$1,000,000 Each Accident
 - Employer's Liability: \$ 100,000 Each Accident
\$ 500,000 Disease-Policy Limit
\$ 100,000 Disease-Each Employee
- Waiver of Subrogation
- Commercial General Liability
 - Bodily Injury & Property Damage
 - General Aggregate Limit: \$1,000,000
 - Personal & Advertising Injury Limit: \$ 500,000
 - Each Occurrence Limit: \$1,000,000

The policy shall be on an Occurrence Form and include the following coverage: Premises Operations; Personal and Advertising Injury; Medical Payments;
Liability assumed under an Insured Contract; Independent Contractors; and Broad Form Property Damage. Coverage provided should be at least as broad as found in Insurance Services Office (ISO) form CG0001.

- Commercial Automobile Liability Limits

Bodily Injury & Property Damage

Combined Single Limit:	\$1,000,000
Medical Payments:	\$ 5,000 Per Person
Uninsured/Underinsured Motorist	\$ 100,000

Prior to the execution of any awarded contract by the City, the successful Proposer shall forward Certificates of Insurance to the Purchasing Manager. The required insurance policies shall be procured and maintained in full force and effect for the duration of the awarded contract. Certificate Holder shall be the City of Leander at 105 N. Brushy Street, Leander, TX 78641.

9. EXCEPTIONS TO SPECIFICATIONS:

Any deviation from the specifications must be clearly indicated in the Response to the Solicitation or promptly documented in writing at or before the time of the award. Any deviations or exceptions are subject to review by the City and may be grounds for rejection.

10. TRAVEL EXPENSES:

All travel, lodging and/or per diem expenses associated with providing the materials, equipment or services specified must be included in the original Quotation and/or the resulting Purchase Order or Agreement. All travel expenses are subject to review by the City and documentation of actual itemized expenses may be requested. No reimbursement will be made without prior authorization, or for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed.

11. HUB REQUIREMENTS:

The City complies with the requirements of the State of Texas *Local Government Code*, Chapter 252, Section 252.0215.

12. SPECIAL TOOLS AND EQUIPMENT:

If the price stated in the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Vendor to fulfill the Agreement, such special tooling and/or equipment and all process sheets associated thereto shall become the property of the City and shall be identified by the Vendor as such.

B. SERVICES

1. PLACE AND CONDITIONS OF WORK, ACCESS TO SITE:

If Services are to be performed principally on the City's premises or in public rights of way, the City shall provide the Vendor access to the sites where the Vendor is to perform the Services as required in order for the Vendor to perform in a timely and efficient manner, in accordance with and subject to applicable security laws, rules and regulations. The Vendor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of the materials, equipment, labor and facilities necessary to perform the Services and any other conditions or states of fact which could, in any way, affect performance of the Vendor's obligations under the Agreement. The Vendor shall promptly notify the City if the actual site or service conditions differ from the expected conditions and failing to do so, hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature.

2. VENDOR TO PROVIDE ALL MATERIAL, EQUIPMENT, LABOR:

Vendor shall provide all goods and labor necessary to perform Services. All material must be new and all equipment utilized must be in good safe working condition and suitable for Services. Vendor shall employ all personnel for Services in accordance with the requirements of applicable local, state, and federal law.

3. WORKFORCE:

If Services are to be performed principally on the City's premises or on public right-of-ways:

Vendor shall employ only orderly and competent workers, skilled in the performance of the Services which they will perform under the Agreement. Vendor, its employees, subcontractors and subcontractor's employees while engaged in participating in a Solicitation or while in the course and scope of delivering goods and services under a City Purchase Order or Agreement may not: use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the Agreement; or use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated or under the influence of alcohol or drugs while on the job.

If the City or the City's representative notifies the Vendor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Vendor shall immediately remove such worker from Agreement services and may not employ such worker again on Agreement services without the City's prior consent.

4. COMPLIANCE WITH ALL HEALTH, SAFETY AND ENVIRONMENTAL REQUIREMENTS:

If Services are to be performed principally on the City's premises or on public rights of way, the Vendor, its subcontractors and their respective employees, shall comply fully with all applicable federal, state and local health, safety and environmental laws, ordinances, rules and regulations in the performance of the Services, including but not limited to those promulgated with the City and the Occupational Safety and Health Administration (OSHA). In the case of conflict, the most stringent safety requirement shall govern. The Vendor shall defend, indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liabilities of any kind or nature arising from the breach of the Vendor's obligations under this paragraph.

5. STOP WORK NOTICE:

The City may issue an immediate Stop Work Notice in the event the Vendor is observed performing in a manner that is in violation of Federal, State or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Vendor shall cease all work until

notified by the City that the violation or unsafe condition has been corrected. The Vendor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

6. WARRANTY OF SERVICES:

Vendor warrants and represents that all Services to be provided to the City under the Agreement will be fully and timely performed in good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions and covenants of the Agreement and all applicable Federal, State and local laws, rules or regulations. This warranty may not be limited, excluded or disclaimed and any attempt to do so will be without force or effect. Unless otherwise specified, the warranty period shall be a minimum of one (1) year from acceptance by the City of Services. In the event any applicable warranty is breached, the Vendor shall promptly upon receipt of demand of performance, perform the Services again in accordance with the above standard at no additional costs to the City. All costs incidental to such additional performance shall be borne solely by the Vendor. The City shall endeavor to give the Vendor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section. In the event the Vendor is unable or unwilling to perform the services in accordance with the above standards as required by the City, then in addition to any other available remedy, the City may reduce the amount of services originally required to purchase from the Vendor under the Agreement and procure conforming services from other sources. In such event, the Vendor shall pay the City upon demand the increased cost, if any, incurred by the City to procure such services from an alternative source.

C. COMMODITIES/EQUIPMENT

1. MATERIAL SAFETY DATA SHEETS:

Under the "Hazardous Communication Act," commonly known as the "Texas Right to Know Act," a Vendor must provide to the City WITH EACH DELIVERY Material Safety Data Sheets, which are applicable to hazardous substances as defined in the Act.

2. GOODS:

Goods furnished shall be new and the latest improved model in current production, as offered to commercial trade, and shall be of quality workmanship and material. The Vendor represents that all goods and equipment offered shall be new. Unless otherwise specified, used, shopworn, demonstrator, prototype or discontinued models are not acceptable.

3. PACKAGING OF DELIVERABLES:

Vendor must package deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and the unit price. Unless otherwise provided in writing by the City, each shipping container shall be clearly and permanently marked with the Vendor's name and address, and the City's name, address and Purchase Order number. Vendor shall bear all costs of packaging. Deliverables must be suitably packed to secure lowest transportation cost, conform with requirements of common carriers and ensure safe delivery. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

4. WARRANTY:

The goods or equipment specified shall be warranted against defects in material or workmanship for a period of not less than twelve (12) months from date of acceptance by the City. If the manufacturer's warranty exceeds twelve (12) months, then the manufacturer's warranty shall be in effect. Vendor shall furnish a copy of the manufacturer's warranty at the time of delivery.

5. NO LIMITATION OF MANUFACTURERS' WARRANTIES:

Vendor may not limit, exclude or disclaim any warranty provided by manufacturer.

D. DELIVERY

1. DELIVERY TERMS, TRANSPORTATION CHARGES, FOB:

Deliverables shall be shipped FOB destination (point of delivery) unless otherwise specified on the Purchase Order or in the Solicitation. The Vendor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship deliverables. The place of delivery shall be specified in the Purchase Order.

2. NO SUBSTITUTIONS OR CANCELLATIONS:

Unless specifically permitted in writing by the City, no substitutions or cancellations shall be acceptable.

3. NOTICE OF DELAY IN DELIVERY:

If a delay in delivery is anticipated, Vendor shall give written notice to the City. The City has the right to extend the delivery time/service date, or to cancel the Purchase Order or Agreement. Vendor shall keep the City advised at all times of the status of the order. Default in promised delivery, service or failure to meet specifications authorizes the City to procure the goods or services from an alternate source and charge the full increase, if any, in cost and handling to defaulting Vendor. Default on delivery may result in legal action and recourse.

4. DELIVERY LOCATION, HOURS, DAYS, HOLIDAYS:

Unless otherwise specified, all deliveries must be made to City of Leander, at the City Department ship to address on the Purchase Order between the hours of 8AM and 4PM (CST), Monday through Friday except regularly observed state and federal holidays. Receipt of goods or materials does not signify acceptance.

5. NO SHIPMENT UNDER RESERVATION:

Vendor is not authorized to ship deliverables under reservation and no tender of bill of lading will operate as a tender of deliverables.

6. TITLE/RISK OF LOSS:

Title to and risk of loss of the deliverables shall pass to the City only when the City actually receives and accepts the deliverables (no delivery, no sale).

7. RIGHT OF INSPECTION AND REJECTION:

The City expressly reserves all rights under law, including but not limited to, the Uniform Commercial Code, to inspect the deliverables at delivery or at a reasonable time subsequent to delivery, and to reject defective or non-conforming deliverables. If the City has the right to inspect the Vendor's or the Vendor's subcontractors facilities, or the deliverables at the Vendor's or the Vendor's subcontractors premises, the Vendor shall furnish or shall cause to be furnished without additional charge all reasonable facilities and assistance to the City to facilitate such inspection.

8. ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING GOODS:

If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept such deliverables, the City may do so. The Vendor shall pay all claims, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If discovery that the deliverables are defective or non-conforming occurs after final payment, Vendor may be required to refund such amounts to the City.

E. PAYMENT

1. TAX EXEMPT STATUS:

The City is exempt from all federal excise, state and local taxes unless otherwise stated in this document. The City claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates are furnished upon request. Vendor will not charge for such taxes. If billed, the City will not remit payment until a corrected invoice is received.

2. INVOICING REQUIREMENTS:

Unless otherwise specified, all invoices shall be submitted to City of Leander, Accounts Payable, PO Box 319, Leander, TX 78646, and issued as required by the Purchase Order or Agreement. Each invoice must reference the unique Purchase Order number, and include the Vendor's complete name and remit to address. If applicable, transportation and delivery charges must be itemized on the invoice. A copy of the bill of lading and the freight waybill must be submitted with the invoice, if applicable. Invoices for labor must include a copy of all time sheets with labor rate and Purchase Order or Agreement number clearly identified. Invoices for labor shall also include a tabulation of hours worked at the appropriate rates and grouped by work order number, if applicable. Time billed for labor shall be limited to hours actually worked at the work site.

3. PAYMENT TERMS:

All payments will be processed in accordance with Texas Prompt Payment Act, *Texas Government Code*, Subchapter B, Chapter 2251. The City will make every effort to pay Vendor within thirty days after the later of: acceptance of goods, supplies, materials, equipment; the day of performance of services was completed; or the day of receipt of a correct invoice for goods, supplies, materials, equipment or services. The Vendor may charge a late fee (fee shall not be greater than that permitted under the Texas Prompt Payment Act) for payments not made in accordance with this prompt payment policy; however, the policy does not apply to payments made by the City in the event: (a) there is a bona fide dispute between the City and Vendor concerning the goods, supplies, materials, equipment delivered, or the services performed, that causes the payment to be late; (b) the terms of a federal agreement, grant, regulation or statute prevents the City from making a timely payment with Federal funds; (c) there is a bona fide dispute between the Vendor and a subcontractor and its suppliers concerning goods, supplies, material or equipment delivered, or the services performed, which caused the payment to be late; or (d) the invoice is not mailed to the City in strict accordance with instructions on the Purchase Order or Agreement, or other such contractual agreement.

4. RIGHT TO AUDIT:

The Vendor agrees that the representatives of the City shall have access to, and the rights to audit, examine, or reproduce, any and all records of the Vendor related to the performance under this Agreement. The Vendor shall retain all such records for a period of four (4) years after final payment on this Agreement or until all audit and litigation matters that the City has brought to the attention of the Vendor are resolved, whichever is longer. The Vendor agrees to refund to the City any overpayments disclosed by any such audit.

5. FIRM PRICING:

The price shall remain firm for the duration of the Purchase Order or Contract, or extension periods. No separate line item charges shall be permitted for either bidding or invoice purposes, which shall include equipment rental, demurrage, fuel surcharges, delivery charges, and cost associated with obtaining permits or any other extraneous charges. Vendor further certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

6. PRICE WARRANTY:

The Vendor warrants the prices quoted are not materially higher than the Vendors current prices on orders by others for like deliverables under similar terms of purchase. In addition to any other remedy available, the City may deduct from any amounts owed to the Vendor, or otherwise recover, any amounts paid for items materially in excess of the Vendor's current prices on orders by others for like deliverables under similar terms of purchase.

7. VENDOR OWING TAXES OR FEES TO THE CITY:

Payment will not be made to any person, firm or in arrears in taxes or fees to the City.

IV. TERMS, CONDITIONS AND ADDITIONAL REQUIREMENTS

A. VENDOR'S OBLIGATION:

Vendor shall fully and timely provide all deliverables described in Solicitation and in the Vendor's Offer in strict accordance with the terms, covenants and conditions of the Agreement and all applicable federal, state and local laws, rules and regulations.

B. DEFAULT:

Vendor shall be in default under the Agreement if the Vendor: (a) fails to fully, timely and faithfully perform any of its material obligations under the Agreement, (b) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (c) makes a material misrepresentation in Vendor's Offer, or in any report or deliverable required to be submitted by Vendor to the City.

C. ABANDONMENT OR DEFAULT:

A Vendor who abandons or defaults the work on the Agreement and causes the City to purchase the services elsewhere may be charged the difference in service if any and may not be considered in the re-advertisement of the service and may be rejected as an irresponsible bidder and not considered in future Solicitations for the same type of service unless the scope of work is significantly modified.

D. TERMINATION/CANCELLATION:

1. TERMINATION FOR CAUSE:

In the event of default by the Vendor, the City shall have the right to terminate the Agreement for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Vendor, within such ten (10) day period cures such default, or provides evidence sufficient to prove to the City's satisfaction that such default does not, in fact, exist. In addition to any other remedies available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses incurred by the City as a

result of the Vendor's default, including without limitation, cost of cover, reasonable attorneys' fees, court costs and prejudgment and post-judgment interest at the maximum lawful rate. Additionally, in the event of default by the Vendor, the City may remove the Vendor from the City's Vendor List and any Offer submitted by the Vendor may be disqualified for up to three (3) years. All rights and remedies under the Agreement are cumulative and not exclusive of any other right or remedy provided by law.

2. TERMINATION WITHOUT CAUSE:

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

3. NON-APPROPRIATION:

The resulting Agreement is a commitment of the City's current revenues only. It is understood and agreed that the City shall have the right to terminate the Agreement at the end of any City fiscal year (September 30th) if the governing body of the City does not appropriate funds sufficient to purchase the estimated yearly quantities, as determined by the City's budget for the fiscal year in question. The City may effect such termination by giving the Vendor a written notice of termination at the end of its then current fiscal year.

4. CANCELLATION:

The City reserves the right to cancel the Agreement for default all or any part of the delivered portion of the deliverables if the Vendor breaches any term hereof including warranties, or becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any remedies which the City may have in law or in equity.

E. FRAUD:

Fraudulent statements by the Vendor on any Offer or in any report or deliverable required to be submitted by the Vendor to the City shall be grounds for termination of the Agreement for cause by the City and may result in legal action.

F. INDEMNITY:

VENDOR SHALL DEFEND (at the option of the City), INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LEGAL PROCEEDINGS, CAUSES OF ACTION, CLAIMS, DEMANDS, DAMAGES, JUDGMENTS, LOSSES, LIENS, COSTS, EXPENSES, ATTORNEYS' FEES AND ANY AND ALL OTHER COSTS, FEES AND/OR CLAIMS OF ANY KIND OR DESCRIPTION ARISING OUT OF, IN CONNECTION WITH OR RESULTING FROM THE AGREEMENT OR THE GOODS OR SERVICES PROVIDED UNDER THE AGREEMENT. THE VENDOR AND THE CITY ARE CONCURRENTLY NEGLIGENT, EACH PARTY'S LIABILITY SHALL BE LIMITED TO THAT PORTION OF NEGLIGENCE ATTRIBUTABLE TO IT AS DETERMINED UNDER THE APPLICABLE PROPORTIONATE RESPONSIBILITY RULES OF THE STATE OF TEXAS. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHOMAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

G. LIABILITY:

Any person, firm or corporation performing services pursuant to this Agreement or Purchase Order shall be liable for all damages incurred while in the performance of such services. Vendor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents and employees from all claims, demands and causes of action of any nature including the cost of defense thereof, for any injury to, including death of, any person whether that person be a third party, supplier or an employee of either of the parties hereto, and any loss of or damage to property, whether the same be that of either of the parties, caused by or alleged to have been caused by, arising out of or in connection with the issuance of the Agreement or Purchase Order to the Vendor and the negligence of the Vendor, whether or not said claims, demands and causes of action in whole or in part are covered by insurance. Certificates of insurance may be required for, but not limited to, Commercial General Liability, Business Auto Liability, Workers Compensation and Professional Liability Insurance.

H. INFRINGEMENT:

Vendor represents and warrants to the City that: (a) Vendor shall provide the City good and indefeasible title to the deliverables and (b) the deliverables supplied by the Vendor in accordance with the specifications of the Agreement shall not infringe, directly or contributory, any patent, trademark, copyright, trade secret or any other intellectual property right of any kind of any third party; that no claims have been made by a person or entity with respect to the ownership or operation of the deliverables and the Vendor does not know of any basis for any such claims. Vendor shall, at its sole expense, defend, indemnify and hold the City harmless from and against all liability, damages and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (a) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the deliverable infringes the intellectual property rights of any third party; or (b) Vendor's breach of any of the Vendor's representations or warranties stated in this Agreement. In the event of any such claim, the City shall have the right to monitor such claim or, at its option, engage its own separate counsel to act as co-counsel on the City's behalf. Further, Vendor agrees that the City's specifications regarding the deliverables shall in no way diminish Vendor's warranties or obligations under the Section, and the City makes no warranty that the products, development or delivery of such deliverables will not impact such warranties of Vendor.

I. DAMAGE TO CITY PROPERTY:

Vendor shall be responsible for any and all damage to the City's equipment and/or property, the workplace and its contents, by its work, negligence in work, its personnel and equipment. Vendor shall be responsible and liable for the safety, injury and health of its working personnel while its employees are performing service work.

J. OVERCHARGES:

Vendor hereby assigns to the City any and all claims for overcharges associated with this Agreement which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and/or which arise under the antitrust laws of the State of Texas, *Business and Commerce Code Ann.*, Section 15.01, et seq.

K. CONFIDENTIALITY:

In order to provide the deliverables to the City, Vendor may require access to certain of the City's and/or its licensors' confidential information (including, but not limited to, inventions, employee information, trade secrets, confidential know-how, confidential business information and other information which the City or its licensors consider confidential)(collectively, "Confidential Information"). Vendor acknowledges and agrees that the Confidential

Information is the valuable property of the City and/or its licensors, and any unauthorized use, disclosure, dissemination or other release of the Confidential Information will substantially injure the City and/or its licensors. The Vendor (including its employees, subcontractors, agents or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate or otherwise use the Confidential Information without the prior written consent of the City, or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or as a result of an order of any court or other governmental authority with proper jurisdiction, provided the Vendor promptly notifies the City prior to disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Vendor agrees to use protective measures no less stringent than the Vendor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

L. CODES, PERMITS, LICENSES:

Vendor shall comply with all federal, state and local standards, codes and ordinances and the terms and conditions of the services of the electric utility, as well as other authorities that have jurisdiction pertaining to equipment and materials used and their application. None of the terms or provisions of the specification shall be construed as waiving any rules, regulations or requirements of these authorities. Vendor shall be responsible for obtaining all necessary permits, certificates and/or licenses to fulfill contractual obligations to the City.

M. ADVERTISING/PUBLICITY:

Vendor shall not advertise or otherwise publicize, without the City's prior written consent, the fact that the City has entered into the Agreement, except to the extent required by applicable law.

N. INDEPENDENT CONTRACTOR:

The Agreement shall not be construed as creating an employer/employee relationship, a partnership or joint venture. The Vendor's services shall be those of an independent contractor. The Vendor agrees and understands that the Agreement does not grant any rights or privileges established for employees of the City. Vendor shall not be within protection or coverage of the City's Worker Compensation insurance, Health Insurance, Liability Insurance or any other insurance that the City, from time to time, may have in force.

O. LIENS:

Vendor shall defend, indemnify and hold the City harmless from and against any and all liens and encumbrances for all labor, goods and services provided under this Agreement. At the City's request, the Vendor or its subcontractors shall provide a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City. The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances.

P. ASSIGNMENT/DELEGATION:

The Agreement shall be binding upon and endure to the benefit of the City and the Vendor, and their respective successors and assignees, provided however, that no right or interest in the Agreement shall be assigned and no obligation shall be delegated by the Vendor without the prior written consent of the City. Any attempted assignment or delegation by the Vendor shall be void unless made in conformity with this Section. The Agreement is not intended to confer any rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Agreement.

Q. INTERPRETATION:

The Agreement is intended by both parties as the final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Agreement. Although the Agreement may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner fair to both parties, reading no provision more strictly against one party of the other. Whenever a term defined by the Uniform Commercial Code (the "UCC"), as enacted by the State of Texas, is used in the Agreement, the UCC definition shall control unless otherwise defined in the Agreement.

R. GOVERNING LAW AND VENUE:

This Agreement is made under and shall be governed by the laws of the State of Texas, including when applicable, the UCC as adopted in Texas, VTCA, *Business & Commerce Code*, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. This Agreement is fully performable in Leander, TX, and the venue for any action related to this Agreement shall be Leander, TX. All issues arising from this Agreement shall be resolved in the courts of Williamson County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or the ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein and does not waive the city's defense of sovereign immunity.

S. INTERLOCAL COOPERATIVE PURCHASING/PIGGYBACK CONTRACTS:

Other governmental entities may be extended the opportunity to purchase from Solicitations of the City, with the consent and agreement of the awarded Vendor(s) and the City. Such consent and agreement shall be conclusively inferred from lack of exception to this clause in Vendor's Response. However, all parties indicate their understanding and all parties hereby expressly agree that the City is not an agent of, partner to or representative of those outside agencies or entities and that the City is not obligated or liable for any action or debts that arise out of such independently negotiated piggyback procurements.

T. SURVIVABILITY OF OBLIGATIONS:

All provisions of the Agreement that impose continuing obligations on the parties, including but not limited to the warranty, indemnity and confidentiality obligations of the parties, shall survive the expiration or termination of the Agreement.

U. CLAIMS:

If a claim, demand, suit or other action is asserted against the Vendor which arises under or concerns the Agreement, or which could have a material adverse effect on the Vendor's ability to perform thereunder, the Vendor shall give written notice to the City within ten (10) calendar days after receipt of notice by the Vendor. Such notice to the City shall state the date of notification of any such claim, demand, suit or other action; the names and address of the claimant(s); the basis thereof; and the name of each person against whom such claim is asserted. Such notice shall be delivered to the Purchasing Department as set forth below.

V. NOTICES:

Unless otherwise specified, all notices, requests or other communications required or appropriate to be given under the Agreement shall be in writing and deemed delivered three (3) business days after postmarked if sent by US Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, fax, or other commercially accepted means. Notices to the Vendor shall be sent to the address specified in the Vendor's Offer or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to: City of Leander, Purchasing Office, PO Box 319, Leander, Texas 78646 and marked to the attention of the Purchasing Agent.

W. GRATUITIES:

The City may, by written notice to the Vendor, cancel the Agreement without liability if it is determined by the City that gratuities were offered or given by the Vendor or any agent or representative of the Vendor to any officer or employee of the City with the intent of securing the Agreement or securing favorable treatment with respect to awarding or amending or the making of any determinations with respect to performing of the Agreement. In the event the Agreement is cancelled by the City pursuant to this Section, the City shall be entitled, in addition to any other rights and remedies, to recover the benefits or payments to the Vendor, as a result of the gratuities.

X. PERSONAL INTEREST PROHIBITED:

No officer, employee, independent consultant or elected official of the City who is involved in the development, evaluation or decision-making process of the performance of the any Solicitation shall have a financial interest, direct or indirect, in the resulting Agreement. Any willful violation of this Section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. In the event a member of the governing body or an appointed board or commission of the City belongs to a cooperative association, the City may purchase equipment or supplies for the association only if no member of the governing body, board or commission will receive pecuniary benefit from the purchase, other than as reflected as an increase in dividends distributed generally to members of the association. Any violation of this provision with the knowledge, expressed or implied, by the Vendor shall render the Agreement voidable by the City. Nevertheless, the City may obtain the equipment or service if a conflict of interest affidavit is filed and the Council member recuses his/herself.

Y. WAIVER:

No claim or right arising out of a breach of the Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Vendor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Agreement, or an express or implied acceptance of any other existing or future default(s), whether of similar or different character.

Z. DISPUTE RESOLUTION:

If either the Vendor or the City has a claim, dispute or other matter in question for breach of duty, obligations, services rendered or any warranty that arises under this Agreement, the parties shall first attempt to resolve the matter through this dispute resolution process. The disputing party shall notify the other party in writing as soon as practicable after discovering the claim, dispute or breach. The notice shall state the nature of the dispute and list the party's specific reasons for such dispute. Within ten (10) business days of receipt of the notice, both parties shall make a good faith effort, in person or through generally accepted means, to resolve any claim, dispute, breach or other matter in question that may arise out of, or in connection with, this Agreement. If the parties fail to resolve the dispute within sixty (60) days of the date of receipt of the notice of the dispute, then the parties may submit the matter to non-binding mediation upon written consent of authorized representatives of both parties in accordance with the Arbitration Rules of the American Arbitration Association or other applicable rules governing mediation then in effect. If the parties cannot resolve the dispute through mediation, then either party shall have the right to exercise any and all remedies available under law regarding the dispute.

AA. INVALIDITY:

The invalidity, illegality or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace the 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 the entire Agreement from being void should a provision which is the essence of the Agreement be determined to be void.

BB. RIGHT TO ASSURANCES:

In the event the City, in good faith, has reason to question the intent of the Vendor to perform, the City may demand written assurances of the intent to perform. In the event no written assurance is given within the time specified, the City may treat this failure as an anticipatory repudiation of the Agreement.

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

DD. IRAN, SUDAN, FOREIGN TERRORIST ORGANIZATIONS: To the extent this Agreement constitutes 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, the Vendor represents that the Vendor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Vendor is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

EVALUATION MATRIX

RFP S24-003

Fleet Vehicles

Evaluation Category	Maximum Points	Cameron Country CDJR	Sewell Family of Companies
Respondent's Solution and Program	30	27	17
Experience & Qualifications	30	27	29
Cost Assigned by Points (dependent upon % off MSRP)	40	40	0
Cost		\$242,930.00	\$506,550.00
Percent off MSRP		3%	0%
Total	100	94	46

Recommended for Award: Cameron Country CDJR & Sewell Family of Companies

BID TABULATION				VENDOR #1		VENDOR #2	
RFP NO: S24-003				Cameron Country CDJR		Sewell Family of Companies	
DESCRIPTION: Fleet Vehicles							
BID OPENING DATE & TIME: November 30, 2023 # 3:00 PM CST							
Item #	Bid Item(s) Requested	Quantity	UOM	Unit Price	Extended Price	Unit Price	Extended Price
1	A- ½ Ton Pick-Up Truck, 2WD	1	EA	\$51,460.00	\$51,460.00	\$54,500.00	\$54,500.00
2	B- 3/4 Ton Pick-Up Truck, 4WD	1	EA	\$70,080.00	\$70,080.00	No Bid	No Bid
3	C- 3/4 Ton Pick-Up Truck, 4WD	1	EA	\$70,080.00	\$70,080.00	No Bid	No Bid
4	D- SUV/Crossover	1	EA	\$34,265.00	\$34,265.00	\$52,300.00	\$52,300.00 *
5	E- ½ Ton Pick-Up Truck, 2WD	1	EA	No Bid	No Bid	\$37,000.00	\$37,000.00
6	F- ½ Ton Pick-Up Truck, 2WD	1	EA	No Bid	No Bid	\$37,000.00	\$37,000.00
7	G- : ¾ Ton Pick-Up Truck, Utility Body 2WD	1	EA	No Bid	No Bid	\$68,000.00	\$68,000.00
8	H- SUV 4WD or AWD	1	EA	No Bid	No Bid	\$61,000.00	\$61,000.00
9	I- ½ Ton Pick-Up Truck, 4WD	1	EA	\$51,310.00	\$51,310.00	\$55,575.00	\$55,575.00
10	J- ½ Ton Pick-Up Truck, 2WD	1	EA	\$47,460.00	\$47,460.00	\$38,750.00	\$38,750.00
11	K- ½ Ton Pick-Up Truck, 4WD	1	EA	No Bid	No Bid	\$53,250.00	\$53,250.00
12	L- ½ Ton Pick-Up Truck, 4WD	1	EA	No Bid	No Bid	\$53,250.00	\$53,250.00
13	M- ½ Ton Pick-Up Truck, 4WD	1	EA	No Bid	No Bid	\$53,250.00	\$53,250.00
14	N- ½ Ton Pick-Up Truck, 2WD Truck	1	EA	No Bid	No Bid	\$52,750.00	\$52,750.00
Total:					\$324,655.00	Total:	\$616,625.00

* The department felt the offered vehicle and lead time on line item 4 was more advantageous than the lowest bid.

**CONTRACT BETWEEN THE CITY OF LEANDER ("City")
AND
USA AUTOMOTIVE PARTNERS, LLC DBA CAMERON COUNTRY CDJR ("Contractor")
FOR
FLEET VEHICLES
RFP S24-003 / L00320**

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between USA Automotive Partners, LLC dba Cameron Country CDJR having offices at 2102 Thornton St., Cameron, TX 76520 and the City, a home-rule municipality incorporated by the State of Texas and is effective as of the date executed by the City ("Effective Date").

1.1 This Contract is composed of the following documents:

- 1.1.1 This Contract Cover Sheet
- 1.1.2 The City's Solicitation, RFP S23-003 including all documents incorporated by reference herein as Exhibit A.
- 1.1.3 USA Automotive Partners, LLC dba Cameron Country CDJR Offer, dated November 28, 2023, as incorporated herein as Exhibit B.

1.2 Order of Precedence: Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 This Contract Cover Sheet
- 1.2.2 The City's Solicitation as referenced in Section 1.1.3, including all documents incorporated by reference.
- 1.2.3 The Contractor's Offer as referenced in Section 1.1.4, including subsequent clarifications.

1.3 Term of Contract: The Contract will be in effect for a term of six years. See the Term of Contract provision in Supplemental Terms and Conditions for additional Contract requirements.

1.4 Compensation: This Contract is for an amount of \$243,000.00 in Fiscal Year 2024. Future fiscal year commitments will be dependent upon departmental budgets as approved by the Council and Contractor's pricing and availability for fleet vehicles.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

**USA AUTOMOTIVE PARTNERS, LLC DBA
CAMERON COUNTRY CDJR**

David Lowry
Printed Name of Authorized Person

[Signature]
Signature

Fleet Sales
Title:

12-21-2023
Date:

CITY OF LEANDER

Isaac D. Turner
Printed Name of Authorized Person

[Signature]
Signature

City Manager
Title:

January 4, 2024
Date:

EXHIBIT A – City's Solicitation
EXHIBIT B – Contractor's Offer

**CONTRACT BETWEEN THE CITY OF LEANDER ("City")
AND
THE SEWELL FAMILY OF COMPANIES DBA SEWELL FORD INC ("Contractor")
FOR
FLEET VEHICLES
RFP S24-003 / L00321**

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between The Sewell Family of Companies dba Sewell Ford, Inc. having offices at 4400 Parks Legado Rd., Odessa, TX 79765 and the City, a home-rule municipality incorporated by the State of Texas and is effective as of the date executed by the City ("Effective Date").

1.1 This Contract is composed of the following documents:

- 1.1.1 This Contract Cover Sheet
- 1.1.2 The City's Solicitation, RFP S23-003 including all documents incorporated by reference herein as Exhibit A.
- 1.1.3 The Sewell Family of Companies dba Sewell Ford, Inc. Offer, dated November 28, 2023, as incorporated herein as Exhibit B.

1.2 Order of Precedence: Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 This Contract Cover Sheet
- 1.2.2 The City's Solicitation as referenced in Section 1.1.3, including all documents incorporated by reference.
- 1.2.3 The Contractor's Offer as referenced in Section 1.1.4, including subsequent clarifications.

1.3 Term of Contract: The Contract will be in effect for a term of six years. See the Term of Contract provision in Supplemental Terms and Conditions for additional Contract requirements.

1.4 Compensation: This Contract is for an amount of \$507,000.00 in Fiscal Year 2024. Future fiscal year commitments will be dependent upon departmental budgets as approved by the Council and Contractor's pricing and availability for fleet vehicles.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

**THE SEWELL FAMILY OF COMPANIES DBA
SEWELL FORD INC.**

CITY OF LEANDER

Abel Cantu

Isaac D. Turner

Printed Name of Authorized Person

Printed Name of Authorized Person

Abel Cantu

Signature

Signature

Fleet Manager

City Manager

Title:

Title:

12/19/23

January 4, 2024

Date:

Date:

EXHIBIT A – City's Solicitation
EXHIBIT B – Contractor's Offer



EXECUTIVE SUMMARY
1/4/2024

AGENDA SUBJECT:

Award of Solicitation S24-002 to Yellowstone Landscape for park and municipal property landscape maintenance along with mowing services in an estimated amount of \$600,000.00 for the term of contract expiring in forty-eight (48) months; providing for an effective date; and authorizing the Interim City Manager to execute any and all necessary documents.

BACKGROUND:

This award recommendation is for the City of Leander – Parks and Recreation Department to establish a contract with Yellowstone Landscape for park & municipal property landscape maintenance and mowing services needed to support city operations.

The RFP solicitation was advertised in the Hill Country News newspaper and posted on the City of Round Rock solicitation website. A total of 2191 vendors were contacted, including one HUB vendors. A total of nine vendor responses were received. It has been determined that Yellowstone Landscape offers the best value to the city. Therefore, the Parks and Recreation Department recommends the contract be awarded to Yellowstone Landscape for park & municipal property landscape maintenance and mowing services required to support city operations.

An evaluation team with expertise in this area evaluated the offers and scored Yellowstone Landscape as the best to provide these services based on the Respondent's Solution and Program, Company Work Experience and Personnel, and cost.

Respondents and point distribution are listed below based on a 100-point scale:

Yellowstone Landscape: 63 points
Abescape Group: 59 points
Unity Contractor Services, Inc.: 55 points
Utz Environmental Services: 55 points
Incircle Management Inc.: 53 points
Acres Away TX, LLC: 51 points
Cutrite, LLC: 49 points
Landscape Designs and Lawn Care LLC: 45 points
Corza Construction LLC: 19 points

HISTORY/TIMELINE:

Enterprise Professional Services Inc. contract signed - 2022

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval.

PRESENTER:

Mark Tummons, Director of Parks and Recreation

	<u>Fiscal Impact</u>
<u>Amount requested:</u>	Estimated \$600,000.00
<u>Approved in current budget (Yes / No):</u>	Yes
<u>Expenditure (New / Amended):</u>	New
<u>Recurring or one-time:</u>	Recurring
<u>Fund source (Operating / Utility / etc.):</u>	General

Attachments:

1. City Solicitation S24-002 PARD Mowing
2. Evaluation Matrix- S24-002 PARD Mowing



**ADDENDUM
CITY OF LEANDER, TEXAS**

Solicitation: RFP S24-002

Addendum No: 1

Date of Addendum: November 7, 2023

This addendum is to incorporate the following changes to the above referenced solicitation:

I. Clarifications:

- A. Replace original Cost Proposal Sheet; the City has added in Item 17, Tree Trimming and Pruning hourly rate to the "Trails and Greenbelts" optional services section.
- B. In Attachment C- UPDATED Cost Proposal sheet the City wishes to clarify that \$/CY means "cost per cubic yard."

II. Questions:

- Q1. Who is the incumbent for this contract?
A1. Enterprise Professional Services, Inc. (EPSI) has been providing maintenance.
- Q2. Would you please post the Prebid Sign in Sheet?
A2. Yes, please see Addendum 1.

III. Additional Information:

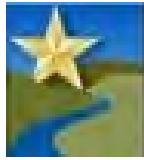
- A. The City has updated Part IV, Items 8. F - I have been added to further define the City's expectations for tree and shrub pruning.
- B. Included in the solicitation publication is the pre-bid sign-in sheet.

IV. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:


Cheryl Kaufman, Purchasing Manager
Purchasing Office, 512-528-2730

11/7/23



City of Leander

City of Leander, Texas
Purchasing & General Services
105 N Brushy St,
Leander, Texas 78641
www.leandertx.gov

REQUEST FOR PROPOSAL (RFP)

PARK AND MUNICIPAL PROPERTY LANDSCAPE MAINTENANCE AND MOWING

SOLICITATION NUMBER S24-002 - UPDATED

OCTOBER 2023

**PARK AND MUNICIPAL PROPERTY LANDSCAPE MAINTENANCE AND MOWING
PART I
GENERAL REQUIREMENTS**

1. **PURPOSE:** The City of Leander, herein after “the City” seeks proposals from firms to provide full, turnkey services inclusive of necessary equipment and labor to maintain various park property and municipal buildings as specified herein resulting in clean, attractive, and safe areas. Work shall include mowing, edging, fertilization, and ornamental bed pruning, maintenance, and mulching at select locations.
2. **SOLICITATION PACKET:** This solicitation packet is comprised of the following:

Description	Index
Part I – General Requirements	Page(s) 2 - 3
Part II – Definitions, Standard Terms and Conditions and Insurance Requirements	Page 4
Part III – Supplemental Terms and Conditions	Page(s) 5 - 7
Part IV – Scope of Work	Page(s) 8 – 12
Part V – Proposal Preparation Instructions and Evaluation Factors	Page(s) 13 - 15
Attachment A – Reference Sheet	Separate attachment
Attachment B – Conflict of Interest Questionnaire	Separate attachment
Attachment C – Cost Proposal Sheet	Separate attachment
Attachment D – Locations	Separate attachment
Attachment E – Roadside Sign Requirements	Separate attachment

3. **SCHEDULE OF EVENTS:** It is the City’s intention to follow the solicitation timeline below.

EVENT	DATE
Solicitation released	October 26, 2023
Optional Pre-Proposal meeting	November 2, 2023 @ 1:00 PM, CST
Deadline for submission of questions	November 6, 2023 @ 5:00 PM, CST
City responses to questions or addendums	November 8, 2023 @ 5:00 PM, CST
Deadline for submission of responses	November 16, 2023 @ 3:00 PM, CST

All questions regarding the solicitation shall be submitted through Bonfire in writing by 5:00 PM CST on the due date noted above. A copy of all questions submitted and the City’s response to the questions shall be posted on the City’s webpage in the form of an addendum at:
<https://leandertx.bonfirehub.com/>

The City reserves the right to modify these dates. Notice of date change will be posted to the City’s website:
<https://leandertx.bonfirehub.com/>

4. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City’s website at <https://leandertx.bonfirehub.com/> for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancellations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.

5. **OPTIONAL PRE-PROPOSAL MEETING, SITE VISIT, AND INSPECTION:** A pre-proposal meeting, site visit, and inspection will be conducted to fully acquaint Respondents with the facilities, difficulties, and/or restrictions inherent in the services specified. The pre-proposal meeting / site visit will be conducted on the date specified in PART I Section 3- Schedule of Events.
- A. Attendance at the pre-proposal meeting / site visit is optional. Respondents shall sign-in at the pre-proposal meeting to document their attendance. Immediately following the pre-proposal meeting, a site visit tour will be conducted to enable Respondents to assess conditions. The pre-proposal meeting and site visit tour shall initially begin at:
- Pat Bryson Hall
Brushy Room
201 N Brushy St.
Leander, Texas 78641**
- B. Respondents will be responsible for their own transportation for the site visit tour.
- C. A map for each location will be provided at the pre-proposal meeting.
- D. Respondents are strongly encouraged to bring a copy of the solicitation document with them to the pre-proposal meeting / site visit.
- E. It is the responsibility of the Respondent to examine each facility and determine quantity, amounts, take precise measurements, determine material requirements, equipment requirements, labor requirements and other solicitation related details during said site visits.
6. **RESPONSE DUE DATE:** Appropriately submitted responses are due at or before 3:00 PM, on the due date noted in PART I, Section 3 – Schedule of Events. The Offeror shall respond via the City's electronic bidding platform, Bonfire: <https://leandertx.bonfirehub.com/>
- A. This request for proposal (RFP) does not commit the City to contract for any supply or service.
- B. No paper or submittals outside of Bonfire will be accepted by the City for this solicitation.
- C. Responses cannot be altered or amended after digital opening.
- D. No response can be withdrawn after opening without written approval from the City for an acceptable reason.
- E. The City will not be bound by any oral statement or offer made contrary to the written specifications.
- F. Samples (if applicable) shall be provided at the Respondent's expense and shall become the property of the City.
- G. Late responses will not be permitted nor considered.
7. **SUSPENSION OR DEBARMENT CERTIFICATION:** The provisions of the Code of Federal Regulations 2 CFR part 180 suspension and debarment may apply to this agreement. The City of Leander is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from doing business with the Federal Government, State of Texas, or the City of Leander.
8. **CERTIFICATE OF INTERESTED PARTIES:** Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 "Certificate of Interested Parties" that is signed for a contract award requiring council authorization. The "Certificate of Interested Parties" form must be completed on the Texas Ethics Commission website, printed, signed, and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution. Link to Texas Ethics Commission Webpage: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
9. **EX PARTE COMMUNICATION:** Please note that to insure the proper and fair evaluation of an offer, the City of Leander prohibits ex parte communication (e.g., unsolicited) initiated by the Offeror to the City Official, Employee, City Consultant, or Evaluation Team member evaluating or considering the offers prior to the time an award decision has been confirmed. Communication between an Offeror and the City will be initiated by the appropriate City Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the offer. Ex parte communication may be grounds for disqualifying the offending Offeror from consideration of award in evaluation or any future bid.

**PART II
DEFINITIONS, STANDARD TERMS AND CONDITIONS,
AND INSURANCE REQUIREMENTS**

1. **DEFINITIONS, STANDARD TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the City's Definitions and Standard Terms and Conditions, in effect at the time of release of the solicitation, shall govern unless specifically provided otherwise in a separate agreement or on the face of a purchase order. These can be obtained from the City's website at:
https://www.leandertx.gov/sites/default/files/fileattachments/finance/page/233/city_of_leander_tc_2022_terms_and_cond_updated_nov_2022.pdf.

In addition, the Supplemental Terms and Conditions listed in Section III shall also be enforced as part of the contract.

2. **INSURANCE:** The Respondent shall meet or exceed all insurance requirements set forth in Standard Insurance Requirements. The City's Standard Insurance Requirements document can be viewed and downloaded from the City's website at:
https://www.leandertx.gov/sites/default/files/fileattachments/finance/page/233/city_of_leander_tc_2022_terms_and_cond_updated_nov_2022.pdf

**PART III
SUPPLEMENTAL TERMS AND CONDITIONS**

1. **AGREEMENT TERM:** The terms of the awarded agreement shall include but not be limited to the following:
 - A. The term of the Agreement shall begin from date of award and shall remain in full force for forty-eight (48) months.
 - B. Upon expiration of the contract term, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period as is reasonably necessary to re-solicit and/or complete the project up to 120 days.
2. **RESPONDENT QUALIFICATIONS:** The City has established the following minimum qualifications. Respondents who do not meet the minimum qualifications will not be considered for award. The Respondent shall:
 - A. Be firms, corporations, individuals, or partnerships normally engaged in providing park and municipal landscape maintenance and mowing as specified herein and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City.
 - B. In order to confirm financial stability, the City may choose to review audited financial statements at any time throughout the RFP evaluation process. Upon request, the Respondent shall provide two years audited financial statements, including any notes or supplemental schedules within 2 business days of the original request.
 - C. The Respondent shall include in the proposal a list of all litigation the company or its principals have been involved in within the last three (3) years.
 - D. Be domiciled in or have a home office inside the United States. Respondents domiciled outside the United States, or not having a home office inside the United States will not be included for consideration in this RFP process.
3. **SAFETY:** The City reserves the right to remove any employee from City property for violation of federal, state, and local health, safety and environmental laws, ordinances, rules, and regulations. The Respondent shall:
 - A. Ensure that all employees comply with all Occupational Safety and Health Administration (OSHA), State, and City safety and occupational health standards and other applicable federal, state, and local health, safety, and environmental laws ordinances, rules, and regulations in the performance of these services.
 - B. Be held responsible for the safety of their employees and unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site. In case of conflict, the most stringent safety requirement shall govern.
 - C. Indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines penalties and liability of every kind arising from the breach of the Contractors' obligations under this paragraph.
4. **SUBCONTRACTORS:** Respondent shall not subcontract or otherwise engage subcontractors to perform required services. The City seeks to do business directly with a company experienced in park & municipal property landscape maintenance and mowing.
5. **WORKFORCE:** Contractor shall:
 - A. Ensure Respondent's employees perform the services in a timely, professional, and efficient manner.
 - B. Ensure Respondent's employees, while working on City property, wear a company uniform that clearly identifies them as the Respondent's employee.
6. **PRICING:** The Respondent shall determine and submit a fixed cost for the work and shall include all incidental costs, labor, overhead charges, travel, payroll expenses, freight, equipment acquisition and maintenance, demurrage, fuel surcharges, delivery charges, costs associated with obtaining permits, insurance, bonds, and risk management. No separate line-item charges shall be permitted for either response or invoice purposes.
7. **PRICE INCREASE:** Contract prices for park and municipal landscape maintenance and mowing shall remain firm throughout the initial twelve (12) month term of the contract. A price increase to the agreement may be considered on the anniversary date of the Contract each year and shall be equal to the consumer price index for that year, but at no time can the increase be greater than **five percent** for any single line item unless otherwise approved by the City.

- A. **Consumer Price Index (CPI):** Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for all Urban Consumers. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six-month average (January through June OR July through December); and each (January through June OR July through December six month average) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed. The Consumer Price Index (CPI) is found at the Bureau of Labor Statistics, Consumer Price Index website: <http://www.bls.gov/cpi>
- B. **Procedure to Request Increase:**
- i. Mail the written price increase request with the rate detail comparison and comprehensive calculation and any supporting documentation to the City's Purchasing Manager a minimum of 45 days prior to the annual Contract anniversary date. The detailed written calculation will be verified and confirmed. All written requests for increases must include the City of Leander contract number, solicitation reference information and contact information for the authorized representative requesting the increase. Price increase requests shall be sent by mail to:
**City of Leander
Purchasing Department
Attn: Purchasing Manager
105 N. Brushy St.
Leander, TX 78641**
 - ii. Upon receipt of the request, the City reserves the right to accept the escalation and make changes to the purchase order within 30 days of the request, negotiate with the Contractor, or cancel the agreement or purchase order if an agreement cannot be reached on the value of the increase.
8. **ACCEPTANCE/INSPECTION:** Acceptance/Inspection should not take more than five (5) working days. The awarded respondent will be notified within the time frame if the services delivered are not in full compliance with the specifications. In the event the services are not performed to the satisfaction of the City the Contractor shall agree to reperform services to specification at no additional cost to the City. If any agreement or purchase order is cancelled for non-acceptance, the needed services may be purchased elsewhere.
9. **PERFORMANCE REVIEW:** The City reserves the right to review the awarded Contractor's performance anytime during the contract term.
10. **ORDER QUANTITY:** The quantities shown in the solicitation are estimates only. No guarantee of any minimum or maximum purchase is made or implied. The City will only order the services/goods needed to satisfy requirements within budgetary constraints, which may be more or less than indicated.
11. **AWARD:** The City reserves the right to enter into an Agreement or a Purchase Order with a single award, split award, primary and secondary award, non-award, or use any combination that best serves the interest and at the sole discretion of the City. Respondents to the solicitation will be notified when City staff recommendation of award has been made. The award announcement will be posted to the City's website at <https://leandertx.bonfirehub.com/> once City Council has approved the recommendation of award and the agreement has been executed.
12. **POINT OF CONTACT / DESIGNATED REPRESENTATIVE:**
- A. **Contractor's point of contact:** In order to maintain consistent standards of quality work performed across the City, the City shall be provided with a designated and identified point of contact upon award of the contract to include contact information. The City's designated representative shall be notified by the Respondent immediately should the point of contact change.
 - B. The City's designated representative:
**Greg Olmer
Assistant Director
Parks and Recreation
Phone: 512-528-2971
E-mail: golmer@leandertx.gov**
 - C. Do not contact the individual listed above with questions or comments during the course of the solicitation.

13. INTERLOCAL PURCHASING AGREEMENTS:

- A. The City has entered into Interlocal Agreements with other Governmental agencies pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor may agree to offer the same price and terms and conditions to other eligible agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other government agencies through an interlocal cooperative agreement.

**PART IV
SCOPE OF WORK**

1. **INTRODUCTION AND BACKGROUND:** The City of Leander, herein after “the City” seeks proposals from firms to provide full, turnkey services inclusive of necessary equipment and labor to maintain various park property and municipal buildings as specified herein resulting in clean, attractive, and safe areas. Work shall include mowing, edging, fertilization, and ornamental bed pruning, maintenance, and mulching at select locations.
2. **DEFINITIONS:**
 - A. CITY INSPECTOR OR INSPECTOR shall mean the duly authorized representative of the Director of The Parks and Recreation Department who shall monitor Contractor progress.
 - B. CLEANING and REMOVAL OF TRASH and DEBRIS shall mean any method by which filth, weeds, rubbish, refuse, or other matter that might be unhealthy and/or unsightly is removed from any property or lot and disposed of by approved methods as approved by the city and delineated in the City Code of Ordinances.
 - C. CONCURRENT MAINTENANCE shall refer to all mowing, trimming, edging, and litter removal being completed on the same day. Should a given area be too large to complete in a single day, any areas that have been mowed must be trimmed, edged, and litter removed on the same day the mowing occurs.
 - D. CONTRACTOR shall mean the person or firm awarded the Park & Municipal Property Landscape Maintenance and Mowing Contract by the City.
 - E. FOREIGN GROWTH shall include all weeds, thickets, and noxious plants.
 - F. MULCH OR TREE RINGS shall refer to those areas adjacent to trees, shrub beds, and other purposefully planted landscape areas in which all plant growth is removed physically or chemically. Mulch beds should be a depth of 2-3 inches.
 - G. RIGHTS-OF-WAY shall refer to the areas on City streets and public thoroughfares. They shall include any and all portions within the streets, public thoroughfares, or intersection of streets such as grass areas, trees, concrete and concrete only areas.
 - H. SCALPING shall refer to any action which results in the mowing of any turf area below a two and a half-inch (2.5”) height sown to and including the soil.
 - I. SHRUB BEDS shall mean any area purposefully planted in domestic or ornamental plant growth.
 - J. SITE FREQUENCY SCHEDULE shall mean the time periods established for the projected year within which all prescribed landscape activities shall be completed.
 - K. TRASH and LITTER shall mean any debris within the grounds required to be maintained under this contract including City property, rights-of-way, alleys, easements, streets, parking lots, sidewalks, curbs, hillsides, ditches, retention areas, private lots, etc., such as paper, bottles, cans, limbs, rocks, etc., which are not intended to be present as part of the landscape. Removal of debris will require cleaning of hard surface areas such as sidewalks, parking areas, and curbs after mowing and edging.
 - L. TRIMMING shall refer to the cutting or removal of all plant material immediately adjacent to or under structures, trees, poles, tables, signs, fences, and shrub beds. Also includes removal of all plant material from expansion joints and any other cracks in curbs, sidewalks, driveways, and any other hard or concrete surface.
3. **SERVICE REQUIREMENTS:** The Contractor shall-
 - A. Provide the City with an agreed-upon annual work schedule.
 - B. Perform all work requested including mowing, edging, fertilization, and ornamental bed mulching at select locations.
 - C. Observe and follow the scope requirements listed in Attachment C- Cost Proposal, Attachment D- Locations, and this scope of work.
 - D. Understand that project locations are located in both Williamson and Travis Counties.
 - E. Perform work in a way that will not interfere with the normal tasks of City employees or residents visiting park property.

- F. Obtain and provide all supervision, labor, equipment, services, fuel, oil, incidentals, appropriate licensing, notifications, signage, and related items necessary to complete the services required.
 - G. Furnish all tools, hard hats, safety vests, rubber boots, gloves, transportation to and from the work area, and all other safety materials or devices necessary for workers to perform the work in a safe and orderly manner.
 - H. Provide all traffic control signage in accordance with TXDOT requirements specified in Attachment E.
 - I. Have an on-site Spanish/English bilingual supervisor or team lead at the site any time work is performed with the authority to direct work and respond to crew inquiries about work details or priorities.
 - J. Protect all existing and newly installed work, materials, equipment, improvements, utilities, structures, and vegetation.
 - K. Perform work at the agreed upon, scheduled times.
 - L. Submit invoices on a monthly basis for work performed.
4. **MATERIALS AND SUPPLIES:** All materials and supplies used by the Contract shall conform to the following requirements:
- A. No material shall be used that will damage the turf, trees, shrubs, fixtures, or adjacent properties. Where a specific product is specified there shall be no deviation without the express permission of the City, in which case samples of all materials proposed for use shall be submitted to the Inspector and approval thereof received from the Inspector before the material represented by the samples are used in the work to be performed.
 - B. The Contractor shall submit a list of all materials to be used in providing landscape services.
 - C. A Safety Data Sheet (SDS) must be provided to the City for any chemical used and the City reserves the right to reject the use of any given product.
5. **EQUIPMENT:** Contractor shall furnish and maintain all equipment necessary to perform the work specified herein. The following equipment requirements shall apply-
- A. All equipment may be examined and approved by the City. The City reserves the right to randomly inspect all equipment at any time during the term of the agreement.
 - B. Once in service, insufficient and/or inadequate equipment as determined by the City shall be removed from service on City property.
 - C. Failure to provide suitable equipment for the performance of the work may be grounds for termination of the contract by the City.
 - D. All mowers shall be kept in good operating condition and shall be maintained to provide a clean, sharp cut of vegetation at all times.
 - E. Equipment shall not be stored on Project Areas overnight.
6. **MOWING AND TRIMMING:** The Contractor shall mow and trim all turf areas as required, generally every 7, 14, or 28-days dependent upon the Scope of Work and Site Frequency Schedule during the contract term.
- A. The Contractor shall remove and dispose of all litter from project areas prior to initiating any mowing.
 - B. All mowing equipment shall be equipped with sharp blades so as not to tear, but cleanly cut the blades of the grass.
 - C. All grass shall be cut at a height of two and a half (2.5") inches.
 - D. All structures, trees, poles, tables, signs, fences, and shrub beds are to be trimmed closely. Special care should be given to trimming around small trees so as not to inflict damage to the bark of the trees.
 - E. All trimmings shall be accomplished by maintaining the required two and a half (2.5") inch cutting height and concurrently with mowing operations.
 - F. Trimming can be reduced by chemical edging with prior written approval of the City Inspector.
 - G. Upon completion mowed areas shall be free of clumped grass cuttings and the tire tracks/ruts from mowing equipment.

- H. Turf shall be cut in a professional manner - no scalping or uncut areas.
 - I. Care shall be taken to prevent discharge of grass clippings onto any paved surface such as streets, curb and gutters, parking lots, sidewalks, and/or onto adjacent properties.
 - J. Any material so discharged shall be removed immediately prior to proceeding with mowing of other areas (all trash and litter removed shall be disposed of by the Contractor to an offsite location).
 - K. Any papers, cans, metal, or bottles cut or broken during maintenance operations shall be completely removed from the site immediately prior to proceeding with the maintenance of other areas.
 - L. All plant growth in cracks, seams, and joints of paved areas such as sidewalks curbs, medians, rights-of-way and driveways shall be cut down to the pavement surface during the completion of each mowing cycle.
 - M. The use of herbicides to control such growth may be permitted with prior written approval of the City Inspector and in accordance with all federal, state, and local regulations.
7. **EDGING:** All sidewalks, curbs and steps must be mechanically edged using a metal blade exposing concrete surface to be completed by the end of the first cut.
- A. Sidewalks must be edged on both sides.
 - B. If the Contractor elects to use string line trimmers for edging, the edge and maintenance of the edge shall use the vertical cut approach.
 - C. All material dislodged by edging must be removed from the site.
8. **TREES AND SHRUBS:** Contractor will be responsible to manually remove all foreign growth from shrub beds or may control the foreign growth in the shrub beds with suitable, selective herbicides as needed.
- A. The assigned City Inspector must grant approval prior to herbicide applications. No pruning of any trees shall be permitted without prior approval.
 - B. Trash and litter in shrub beds shall be removed during each mowing cycle.
 - C. Mulch rings shall be reshaped within twenty-four (24) hours when dislodged by mowing equipment or others.
 - D. Contractor shall manually remove all sucker growth from the bases and lower trunks of selected trees within the project area.
 - E. Damage to any tree resulting in substantial death will obligate the Contractor to replace and replant the tree with one of similar size and like species at no cost to the City.
 - F. The work shall comply with ANSI A300 (Part 1)-2001 Pruning for shrub, and other Woody Plant Maintenance-Standard Practices (Pruning) and ANSI 2133. 1-2006 for Operations Safety Requirement.
 - G. Shrub/Hedge plantings will be pruned as needed to ensure the correct shape and natural growth habit for the area in which the shrubs are growing.
 - H. Shrub/Hedge plantings will be pruned to restrain perimeter growth to within planting bed areas adjacent to sidewalks and curbs. Additionally, plantings will be pruned to restrain growth from building/office exteriors.
 - I. Tree pruning shall comply with ANSI A300 and focus on aesthetics to selectively reduce or remove branches, leaders, or other parts to achieve aesthetic objectives. Pruning spray shall be applied and debris removed from the site. Branches larger than 2" in diameter should not be removed or pruned without prior permission from the City.
9. **REMOVAL OF GRASS CLIPPINGS:** Removal of cut grass from the ground area where growth occurred will not generally be required. However, when clippings are heavy and cause bunching or detract from the finished product, turf areas should be raked, and the clippings removed.
- Cut grass and debris which falls or is thrown by equipment upon pavement, street, curb, and gutters, sidewalks, driveways, or adjacent property through the action of the work crew shall be removed from the area prior to the exit of the work crew from the immediate work site.

- 10. ASSIGNMENT AND INSPECTION OF WORK:** Park staff personnel will be assigned responsibility for monitoring, inspecting, evaluating quality of work, and reporting on the Contractor's activities and ensuring that the work is performed to the quality level prescribed in this contract and in accordance with agreed upon time schedules.
- A. The City reserves the right to request electronic photographs of the worksites.
 - B. Upon discovery of breach of Contract, infractions will be documented in the contract file and reviewed for a determination of any resulting consequences up to and including termination of the contract.
- 11. SCHEDULING:** The schedule shall be constructed as follows-
- A. On the mowing cycle start date, as indicated on the schedule, the Contractor shall begin work and shall proceed with all reasonable dispatch to completion. The Contractor will be required to maintain all Project Areas assigned to them in the time allotments and maintenance cycles.
 - B. Work must be completed in consecutive days. Inclement weather may result in the cancellation of a mowing cycle only if the Inspector or designated alternate determines that there was an insufficient timeframe during the entire mowing cycle available for the services to be performed.
 - C. The Contractor shall perform said services at the minimum rate of 25 acres per day.
 - D. Services shall be regularly performed Monday through Friday between the hours of 7:00 AM and 5:00 PM. Additional hours allotted for weekends or special events may require an adjustment to these hours as agreed upon between Contractor and City.
- 12. LIBRARY AND MUNICIPAL BUILDINGS:** Contractor will be required to coordinate the mowing scheduled of these areas with the Inspector so as to not interrupt any activity occurring at City buildings. Weekend hours may be required. The Contractor may be required to notify the Inspector or sign in at these public facilities prior to starting work.
- 13. DAMAGE:** Damage caused to City, State, Federal, private property, the workplace, or its contents as a result of performance of services shall be remedied at the expense of the Contractor.
- A. The Contractor shall inspect all trees, structures, and utilities for existing damage prior to conducting any work activity in the assigned Project Areas. Observed damage shall be documented and disclosed to the City prior to beginning any services.
 - B. Project Areas may be checked for damage by the City prior to commencement of services and randomly during the Contract term. The repair or replacement of trees, structures, and/or utilities shall be at the expense of the Contractor.
 - C. The Contractor shall, at their own expense, carefully protect all trees, structures, and utilities within Project Areas so that there shall be no damage or utility service loss.
 - D. A check of all trees may be made at the end of the contract period. The Inspector and Contractor will attend the inspection.
 - E. Damages shall be documented by memo to the Inspector with a copy to the contract file and Contractor.
 - F. The Contractor shall be responsible for all claims of car or windshield damage as result of performing Services.
 - G. Upon award, the Contractor shall designate a contact person for damage claims.
- 14. SAFETY OF WORK CREW:** Due to the high traffic areas and visibility of work crews from the roadways, safety of the work crews shall include but not be limited to the following:
- A. Contractor's crew shall wear and display proper warning devices (orange or yellow safety vest, flashers, strobe lights and warning signs) in order to ensure both employee and public safety. Crew shall dress and remain dressed in a presentable fashion. Inappropriate dress includes, but is not limited to, bare chest (no shirt), shorts, or the improper use of safety clothing and devices.
 - B. Crew shall wear protective eye and ear wear.
 - C. The Contractor shall be responsible for furnishing all signs and traffic controls as required by TXDOT on Attachment E and make adjustments as required by City.

- D. All signs shall be mounted on their own stands and be mounted not less than three feet (3 ft.) from the bottom of the sign to the natural ground line. Each sign shall have two brightly colored safety flags attached to it. It will not be permissible to hang or lean these signs. The signs shall be erected in such a manner that they shall not obstruct the traveling public view of the normal roadway signing.
- E. All mowers working adjacent to public thoroughfares shall display a slow-moving vehicle emblem affixed to rear of mower.
- F. All trucks shall display a highly visible, 5-inch in diameter, omni-directional amber flashing light.
- G. Contractor personnel shall operate with caution in areas of the parks used by residents.

- 15. VEHICLE IDENTIFICATION AND PARKING:** Contractor vehicles and personnel shall-
- A. Be licensed and insured for travel on public roads.
 - B. Have the name of the Contractor clearly displayed on each side of the vehicle.
 - C. Park vehicles in areas that do not create potentially hazardous traffic situations.
- 16. OMISSION:** It is the intent of the solicitation and specification to procure complete property landscape maintenance and mowing services as described herein. Any services that have been omitted from this specification which are clearly necessary to complete the work shall be considered a requirement although not directly specified or called for in this document.
- 17. CITY RESPONSIBILITIES:** The City will-
- A. Provide access for Contractor to the sites.
 - B. Modify the schedule as needed to meet City requirements.
 - C. Appoint and maintain a designated City representative.
 - D. Monitor and inspect the project areas.
 - E. Coordinate all work and scheduling with the Contractor.

**PART V
PROPOSAL PREPARATION INSTRUCTIONS
AND EVALUATION FACTORS**

1. **PROPOSAL ACCEPTANCE PERIOD:** All proposals are valid for a period of one hundred and twenty (120) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal.
2. **PROPOSAL RESPONSE:** Responses shall be clear and concise while appropriately responding to the evaluation criteria listed below in Section 3.
 - ☐ A statement of your compliance with all applicable rules and regulations of Federal, State and Local governing entities.
 - ☐ List of Exceptions (if any)- Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal by the City. Exceptions to this solicitation if any, shall be submitted on a separate sheet labeled "Exceptions" with the Respondent's proposal.
 - ☐ Acknowledge Addenda (if applicable)
 - ☐ Attachment A- Reference Sheet
 - ☐ Attachment B- Conflict-of-Interest Questionnaire
 - ☐ Attachment C- Cost Proposal Sheet
 - ☐ Provide copies of all chemical safety data sheets proposed for use on City property.
 - ☐ Company Information- which gives in brief, concise terms, a summation of the proposal. Include the following-
 - ☐ Business Organization: State full name and address of your organization and identify parent company if you are a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate.
 - ☐ Project Management Structure: Provide a general explanation and chart which specifies project leadership and reporting responsibilities; and interface the team with City project management and team personnel.
 - ☐ Authorized Negotiator: Include the name, email address, and telephone number of the person(s) in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.
 - ☐ Segment requirements listed below.
3. **EVALUATION CRITERIA:**
 - A. Segment 1 – Respondent's Solution and Program
 - i. Tab 1 - System Concept and Solution: Define in detail your understanding of the requirement presented in the Scope of Work of this request for proposal and your solution as well as timeline. Provide all details as required in the Scope of Work and any additional information you deem necessary to evaluate your proposal.
 - ii. Tab 2 - Program: Describe your plan for accomplishing required work. Include such time-related displays, graphs, and charts as necessary to show tasks, sub-tasks, milestones, and decision points related to the Scope of Work and your plan for accomplishment. As part of your proposal, you must also:
 - a. Provide the City with a proposed annual schedule to meet City needs.
 - b. Provide the City with your list of landscaping and mowing equipment and any additional safety features for equipment that is of interest. (Insufficient and/or inadequate equipment as determined by the City may be cause for rejection of an offer.)
 - c. The Contractor's definition of inclement weather and plan to accomplish services in an appropriate manner to meet City needs.
 - d. The points at which written, deliverable reports and invoices will be provided.
 - e. Number of employees Contractor will commit per site.

B. Segment 2 – Company Work Experience and Personnel:

- i. Prior Experience: State the number of years the Respondent company has been providing property landscape maintenance and mowing. Describe only relevant municipal, corporate, and individual experience for the company and personnel who will be actively engaged in the project. Do not include corporate experience unless personnel assigned to this project actively participated. Do not include experience prior to 2014. Supply the project title, year, and reference name, title, present address, and phone number of principal persons for whom prior projects were accomplished.
- ii. Personnel: Include names, licensing, qualifications, certifications, and resumes of **all** personnel who will be assigned to the account **including** non-administrative employees. State the primary work assigned to each person and the percentage of time each person will devote to this work. Identify key people by name and title.

C. Segment 3 – Cost Proposal: Information described in the following subsections is required from each Proposer. Your method of costing may or may not be used but should be described. A firm fixed price or not-to-exceed Contract is contemplated.

- i. Manpower. Itemize to show each category of personnel with separate hourly rates. This will become part of the resulting Contract.
- ii. Payment for all work shall be established by the prices submitted by the Contractor as listed in Attachment C- Cost Proposal Sheet.
- iii. Estimated Annual Total (not to exceed) on Attachment C- Cost Proposal Sheet. This should include all supplies and materials required to successfully perform the Contract.

4. **EVALUATION:** The intent of the City is to award to one Respondent in accordance with the evaluation criteria below. The purpose of this evaluation criteria is to determine which responsive and responsible proposal best meets the requirements and provides the best overall value to the City.

A. Evaluation Criteria:

Weights:

- | | |
|---|---------------|
| • Respondent's Solution and Program (Segment 1) | 30 pts |
| • Company Work Experience and Personnel (Segment 2) | 30 pts |
| • <u>Cost Proposal (Segment 3)</u> | <u>40 pts</u> |
| Maximum Weight: | 100 pts |

- B. An evaluation committee will be established to evaluate the proposal. The committee will include employees of the City and may include other impartial individuals who are not City employees. The evaluation committee will determine if discussions and/or Best and Final Offers (BAFO) are necessary. Award of a contract may be made without discussions or BAFO, if in the best interest of the City. The evaluation committee may determine that discussions are necessary to clarify or verify a written proposal response. The City may, at its discretion, elect to have respondents provide oral presentations of their proposal. The City reserves the right to rescore an offer based on provided discussions. A request for a BAFO is at the sole discretion of the City and will be requested in writing. The evaluation committee will evaluate the finalists and make a recommendation for award.
- C. The City reserves the right to reject any or all proposals submitted, or to award to the respondent who in the City's opinion, offers the best value to the City. The City also reserves the right to cancel the RFP process and pursue alternate methods for providing the requirements.
- D. The City reserves the right to conduct studies and other investigations as necessary to evaluate any proposal.
- E. The City reserves the right to waive any minor technicality, irregularities, or informalities noted in the submission process. Submission of proposal confers no legal rights upon any Respondent.
- F. The City reserves the right to request further documentation or information and to discuss proposal response with any Respondent in order to answer questions or to clarify any aspects of the proposal.
- G. The City may develop a "short list" of qualified proposal and may determine that the Respondent(s) should submit a Best and Final Offer (BAFO). Each "short listed" Respondent will be given a reasonable opportunity for discussion and revision of their proposal.

5. **AGREEMENT NEGOTIATIONS AND AWARD PROCESS:**

- A. A proposal presented in response to this RFP is subject to negotiation concerning any issues deemed relevant by the City. The City reserves the right to negotiate any issue with any party at any time.

- B. Any unsolicited communication by the Respondent to a City official, undesignated employee, or an evaluation team member evaluating or considering the offers may be grounds for disqualifying the offending Offeror from consideration of award.
 - C. Submission of proposal indicates the Respondent's acceptance of the evaluation process and recognition that the City may make subjective judgments in evaluating the proposal to determine the best value for the City.
 - D. If negotiations are successful, the City and Respondent may enter into an agreement.
 - E. If negotiations are unsuccessful, the City may formally end negotiations with that Respondent. The City may:
 - i. Select the next most highly qualified Respondent and attempt to negotiate an agreement at fair and reasonable terms, conditions, and cost with that Respondent.
 - ii. The City shall continue this process until an agreement is entered into or all negotiations are terminated.
 - F. The City also reserves the right to reject any or all submittals, or to accept any submittal deemed most advantageous, or to waive any irregularities or informalities in the submittal received.
 - G. An independent signed authorized contract will be sent to the Contractor. Execution of a City of Leander contract is required prior to starting work and processing any payments to the awarded Respondent.
6. **POST AWARD MEETING:** The City and the Respondent may schedule a post award meeting to discuss, but not be limited to the following:
- A. Provide City contact(s) information for implementation of the Agreement.
 - B. Identify specific milestones, goals, and strategies to meet objectives.

ATTACHMENT B
REFERENCE SHEET

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: _____

RESPONDENT'S NAME: _____ DATE: _____

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

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

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

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor doing business with local governmental entity****This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or

- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

ATTACHMENT C - UPDATED COST PROPOSAL SHEET

EXHIBIT A

Landscape Maintenance - Cycle Description

Area Map Number	Property Classification	Acres	Property / Description / Address	Cycles	Mowing		Bed Maintenance				Refresh / Replensh Mulch	Estimated Annual Total
					Mow, Line Trim, Edge, Cealn-up	Turf Fertilization	Trim Ground Cover	Prune Shrub/Hedges	Maintain Landscape Beds	Pre-Emerge & Fertilization / Herbicide		
City Facilities												
1	A	City Hall Complex & Old Town Landscape 0.8	105 N. Brushy St- Att D- pg 2, Item 501	#/YR \$/CY	36	2	36	12	12	1	2	
2	B	Fire & Police Admin Building + Fire Station No. 3 1.24	101 East Sonny Drive- - pg 3, Item 502	#/YR \$/CY	24	1	24	12	12	1	2	
3	B	Fire Station No. 1 660 W San Gabriel Parkway- pg 4, Item 503	#/YR \$/CY		24	1	24	12	12	1	0	
4	B	Fire Station No. 2 1950 Crystal Falls Parkway- pg 5, Item 504	#/YR \$/CY		24	1	24	12	12	1	0	
5	B	Fire Station No. 4 10964 East Crystal Falls Parkway- pg 6, Item 505	#/YR \$/CY		24	1	24	12	12	1	0	
6	B	Fire Station No. 5 2800 Travisso Parkway- pg 7, Item 506	#/YR \$/CY		24	1	24	12	12	1	0	
7	A	Leander Public Library 3.45	1011 South Bagdad Road- pg 8, Item 507	#/YR \$/CY	36	0	12	12	12	1	2	
8	B	Mason Homestead 2.71	1101 South Bagdad Road- pg 8, Item 508	#/YR \$/CY	24	0	12	12	12	1	0	
9	C	Police Shooting Range 2.45	10201 RM 2243- pg 9, Item 509	#/YR \$/CY	18	0	0	0	0	0	0	

ATTACHMENT C - **UPDATED** COST PROPOSAL SHEET**EXHIBIT A**

Landscape Maintenance - Cycle Description

Area Map Number	Property Classification	Acres	Property / Description / Address	Cycles	Mowing		Bed Maintenance					
					Mow, Line Trim, Edge, Cealn-up	Turf Fertilization	Trim Ground Cover	Prune Shrub/Hedges	Maintain Landscape Beds	Pre-Emerge & Fertilization / Herbicide	Refresh / Replensh Mulch	Estimated Annual Total
Parks												
10	C	Mason Creek Park 2 801 Eagles Way- Att D- pg 13, Item 516		#/YR	18	0	0	0	0	0	0	
				\$/CY								
11	C	Northcreek Ranch Park 2.2 1001 North Creek Boulevard- pg 14, Item 517		#/YR	18	0	0	0	0	0	0	
				\$/CY								
12	A	Old Town Park 1.03 207 West South Street- pg 2, Item 518		#/YR	24	0	0	0	0	0	0	
				\$/CY								
13	A	Veterans Park 1.46 1200 West Sonny Drive- pg 8, Item 519		#/YR	24	1	24	12	12	1	2	
				\$/CY								
ESTIMATED ANNUAL TOTAL:												\$0.00
Trails & Greenbelts*												
* This section is optional and will not be evaluated for cost but will become part of the resulting contract and used on an as-needed basis.												
14	C	Austin Community College Trail 2.68 Att D- pg 10, Item 510		#/YR	18	0	0	0	0	0	0	
				\$/CY								
15	C	Sarita Valley Greenbelt 2.74 Att D- pg 11, Item 514		#/YR	18	0	0	0	0	0	0	
				\$/CY								
16	C	Stuarts Crossing Trail 1.78 Att D- pg 12, Item 515		#/YR	18	0	0	0	0	0	0	
				\$/CY								
17	C	Tree Trimming and Pruning (HOURLY RATE)		HR								

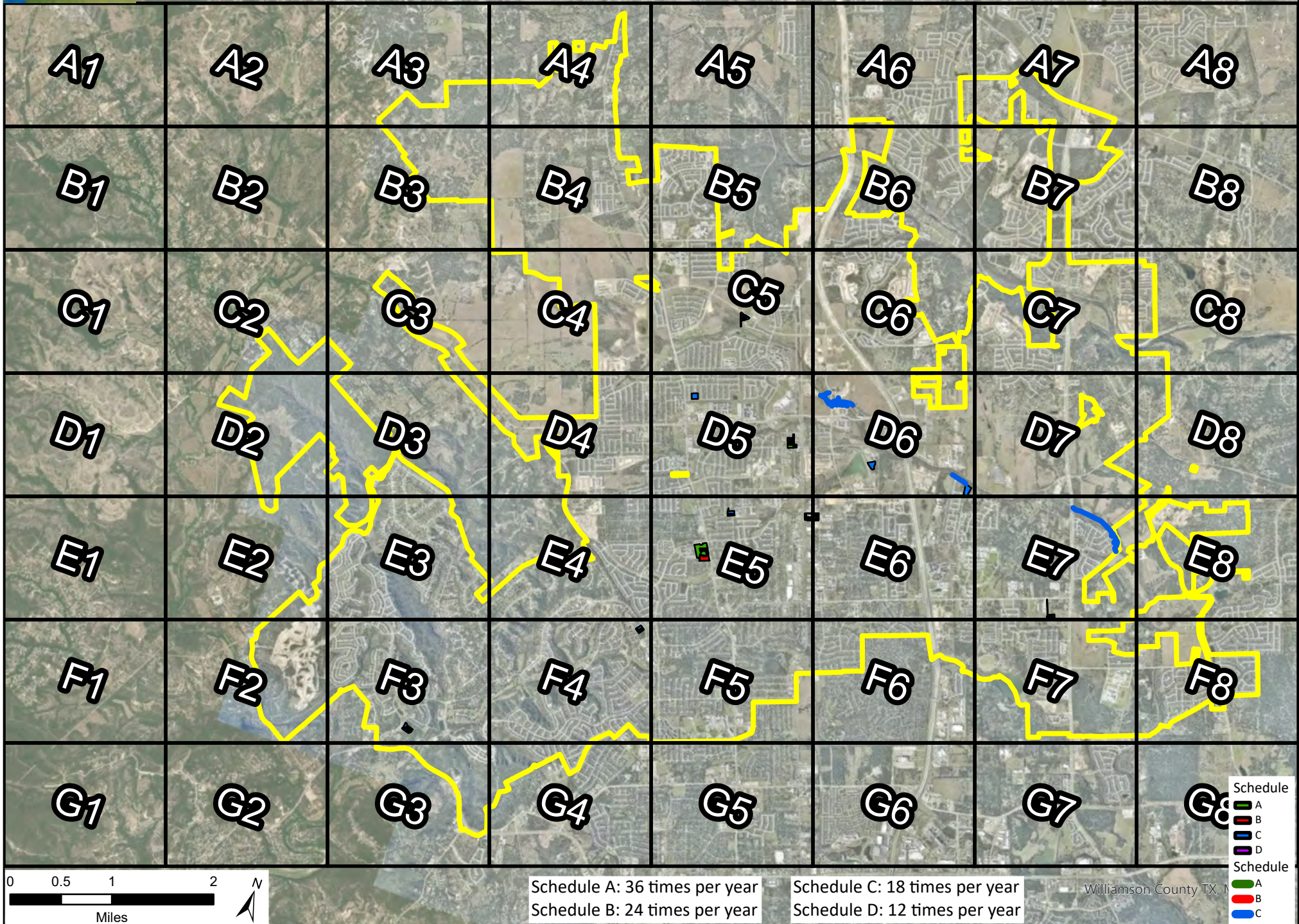
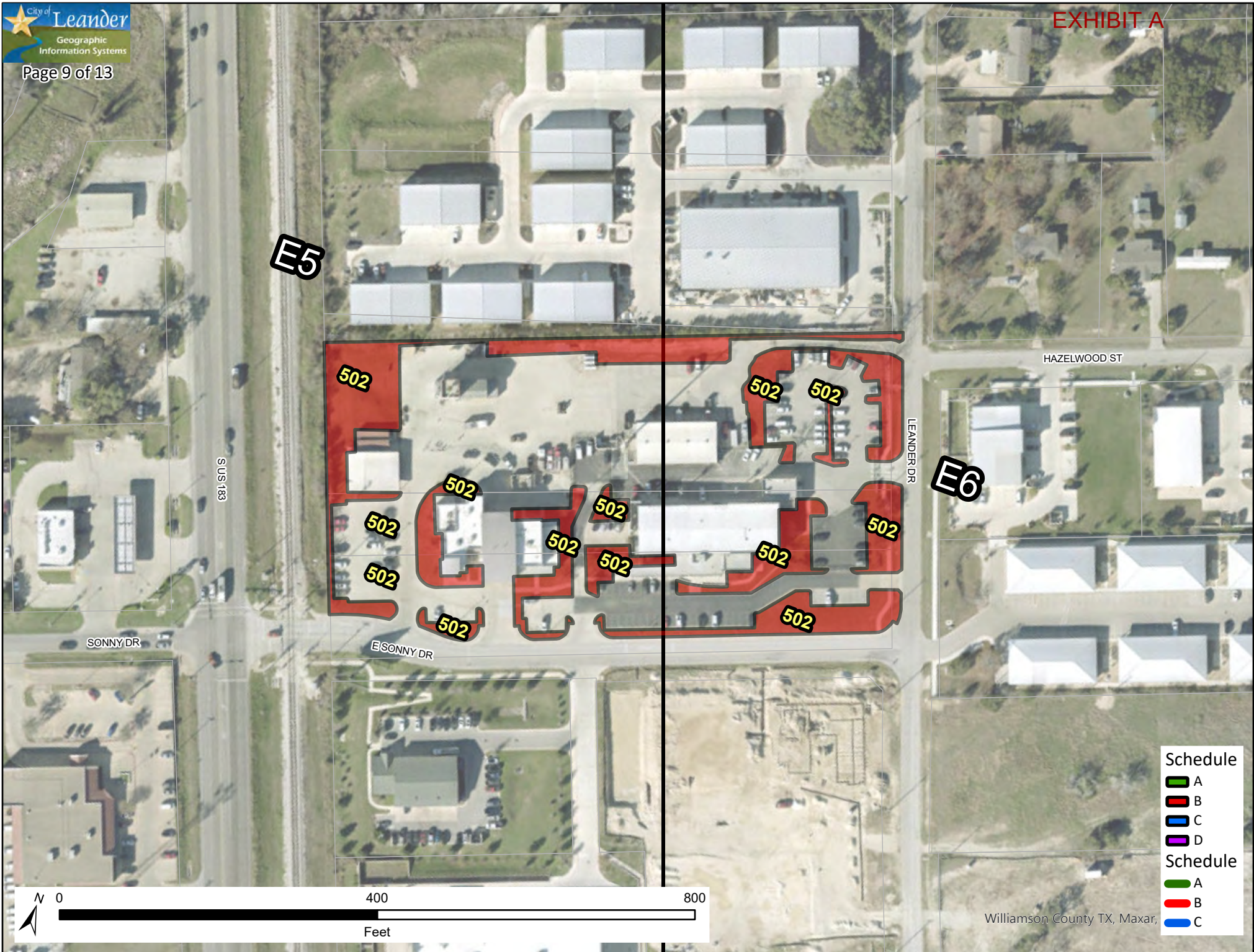
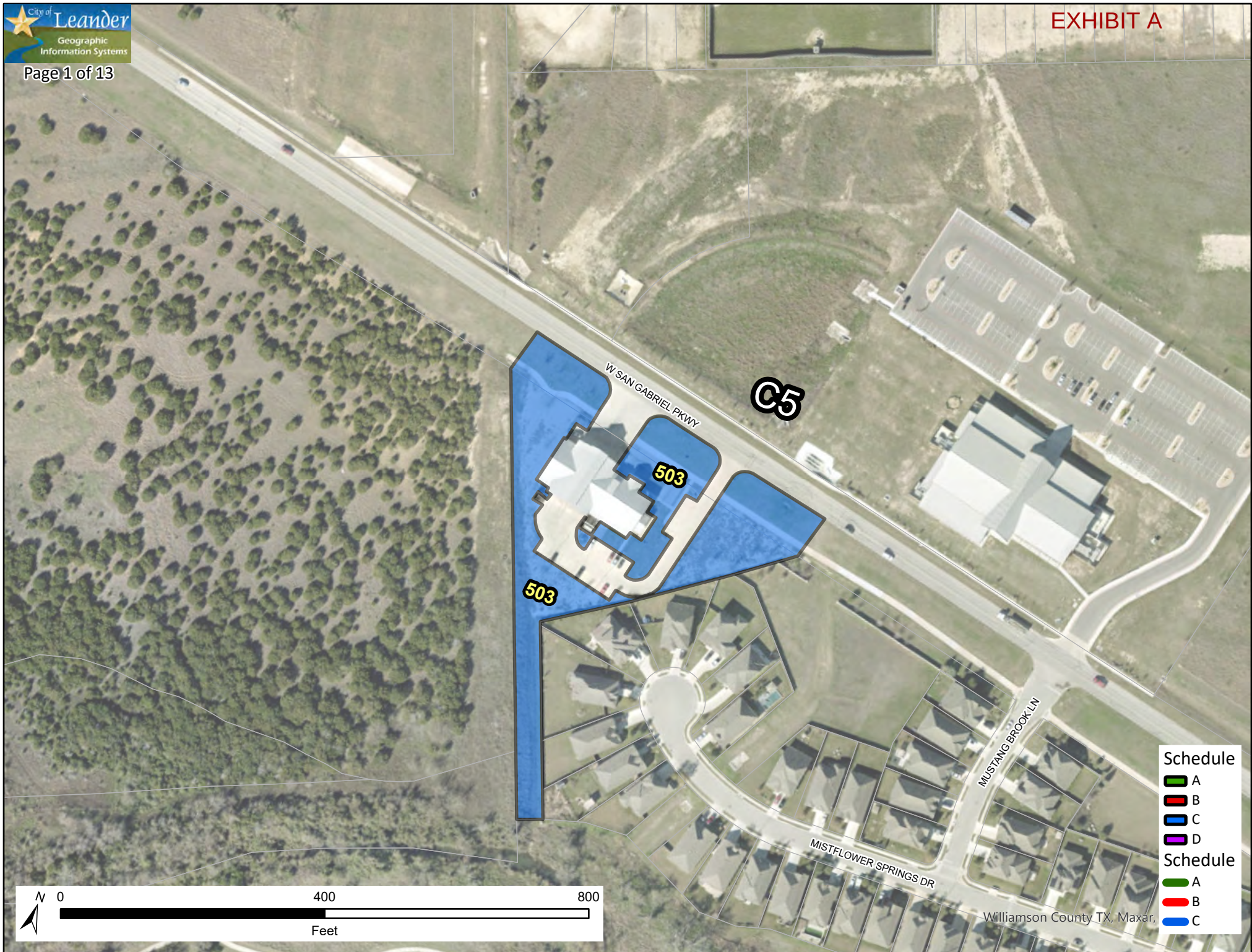


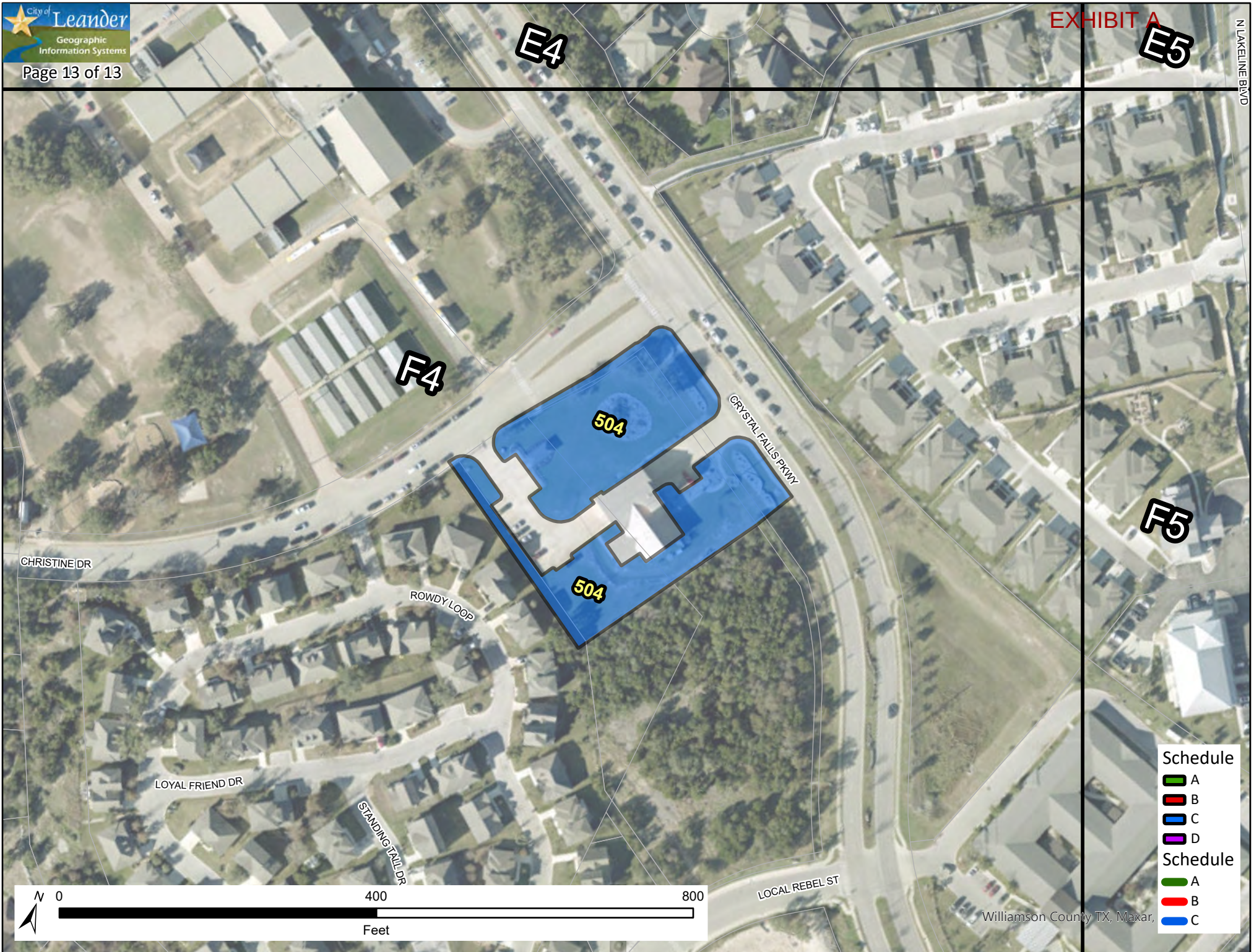


EXHIBIT A



Williamson County TX, Maxar,





E CRYSTAL FALLS PKWY

5177 RONALD W REAGAN BLVD

E7

505

F7



Schedule

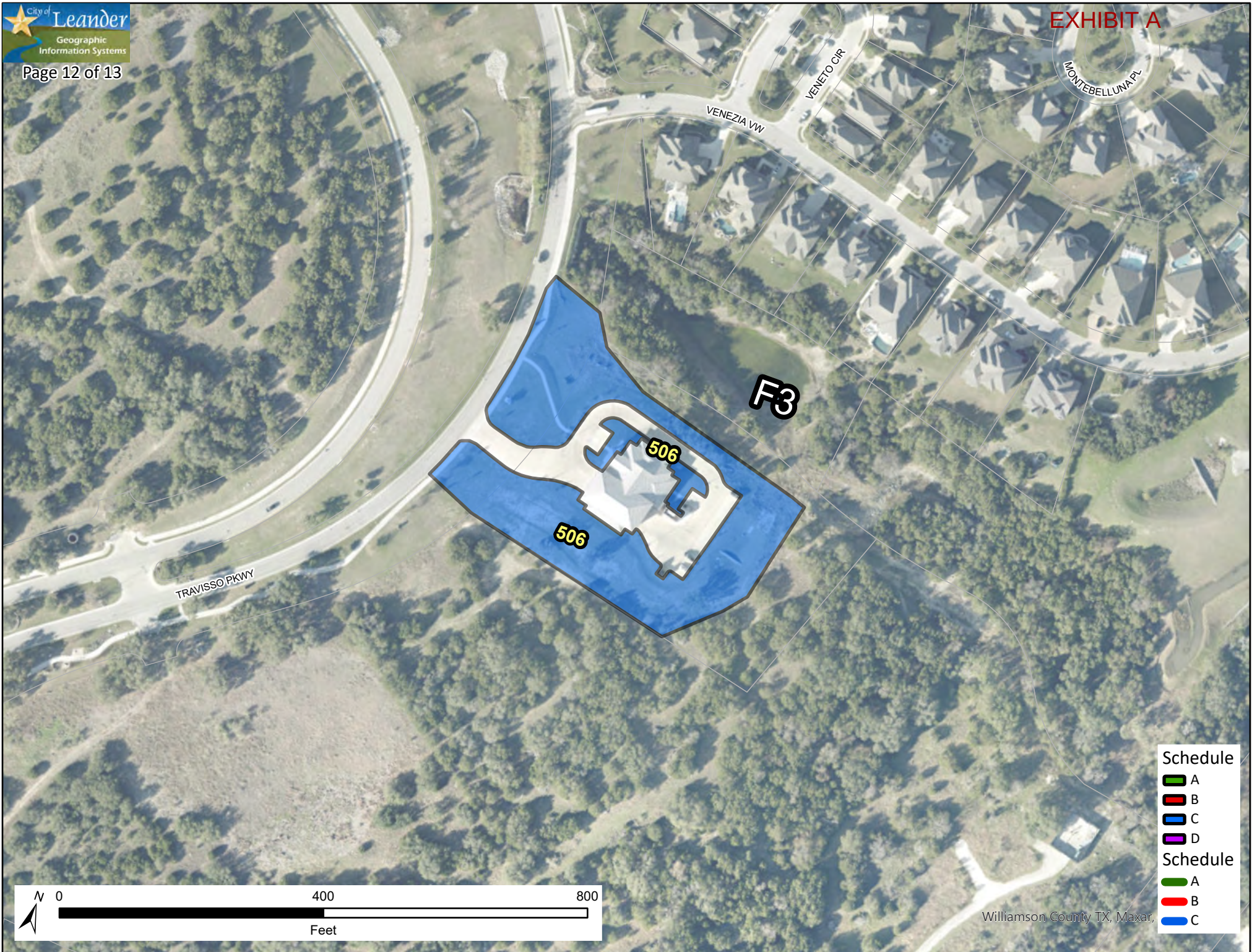
- A
- B
- C
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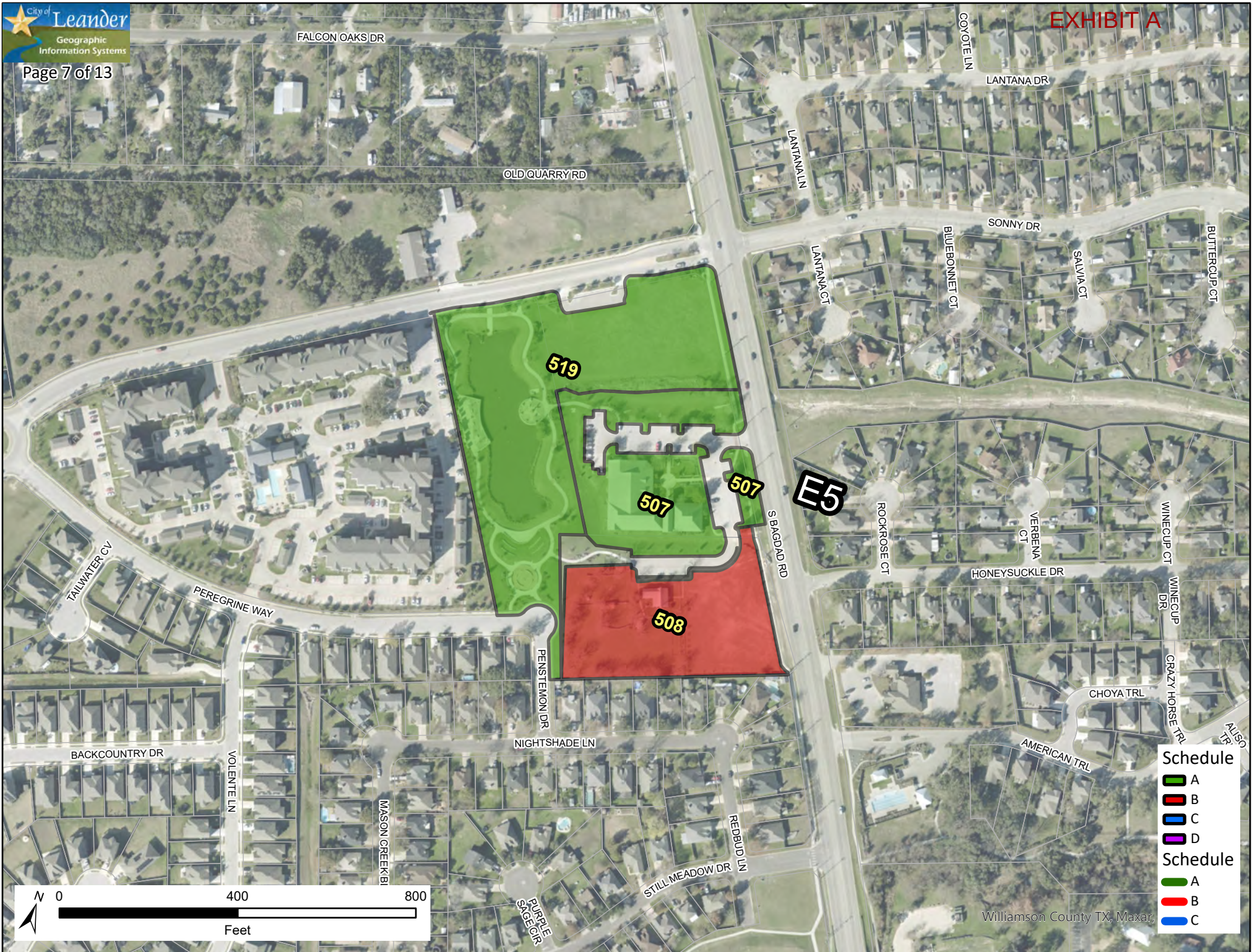
Schedule

- A
- B
- C

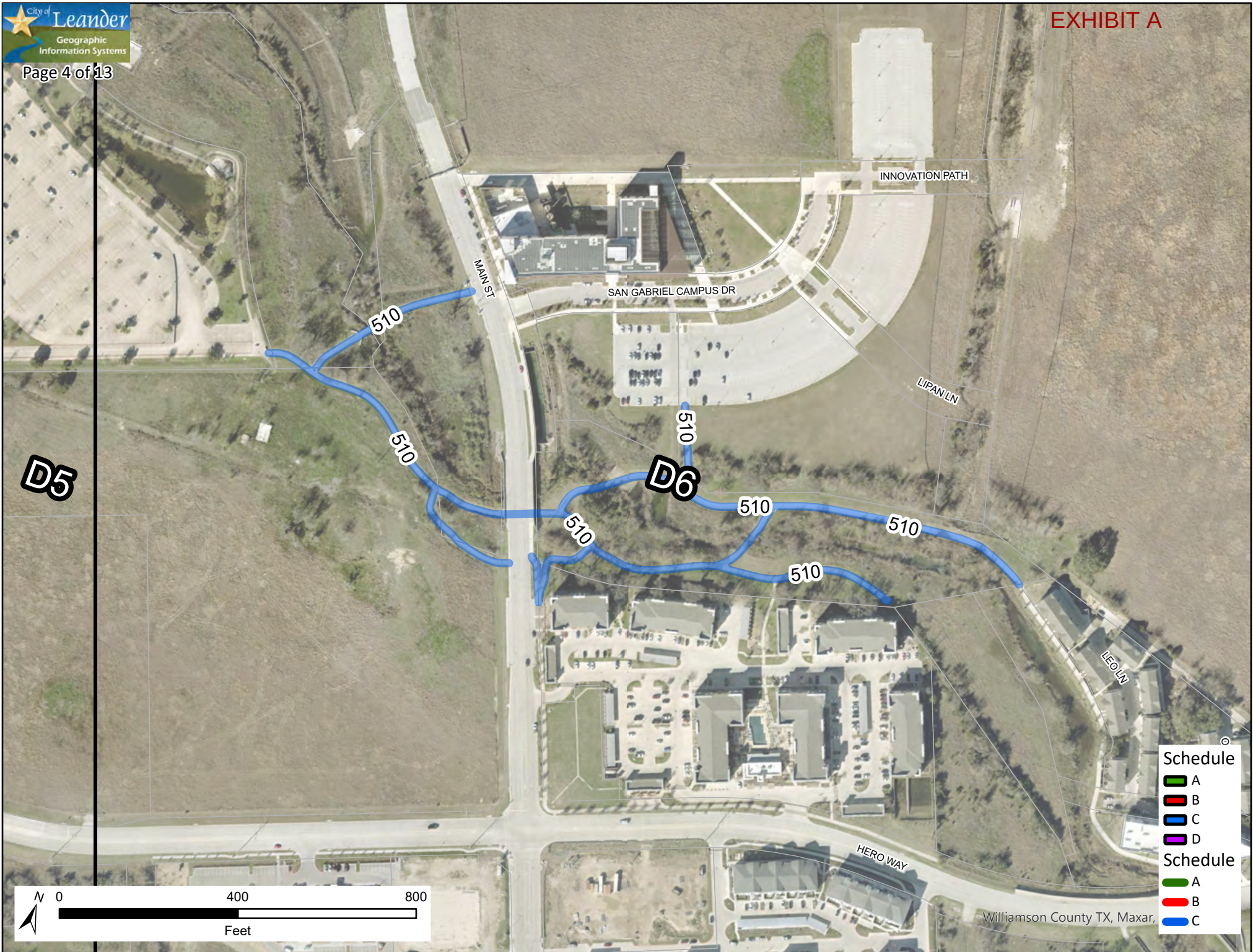
Williamson County TX, Maxar,

EXHIBIT A









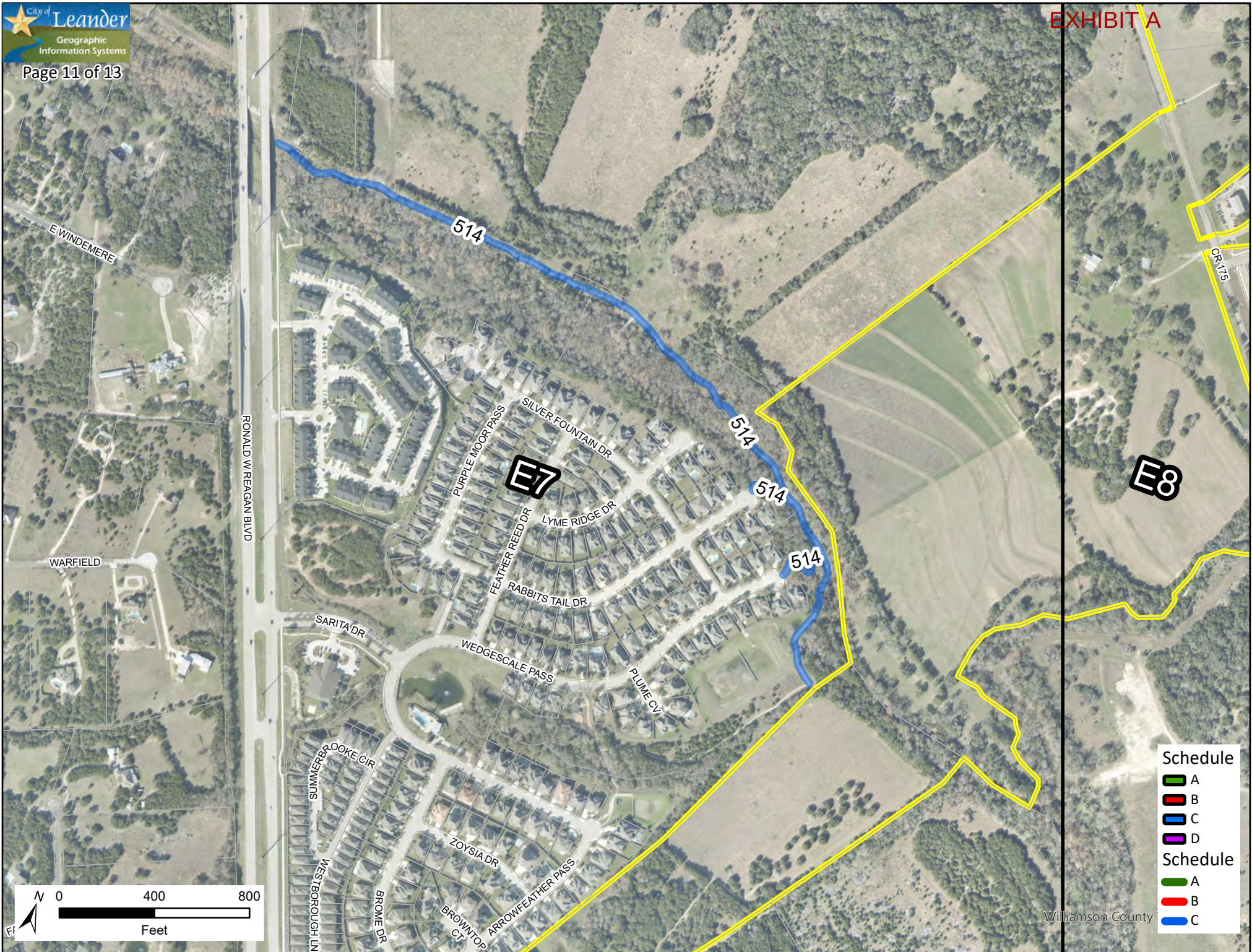
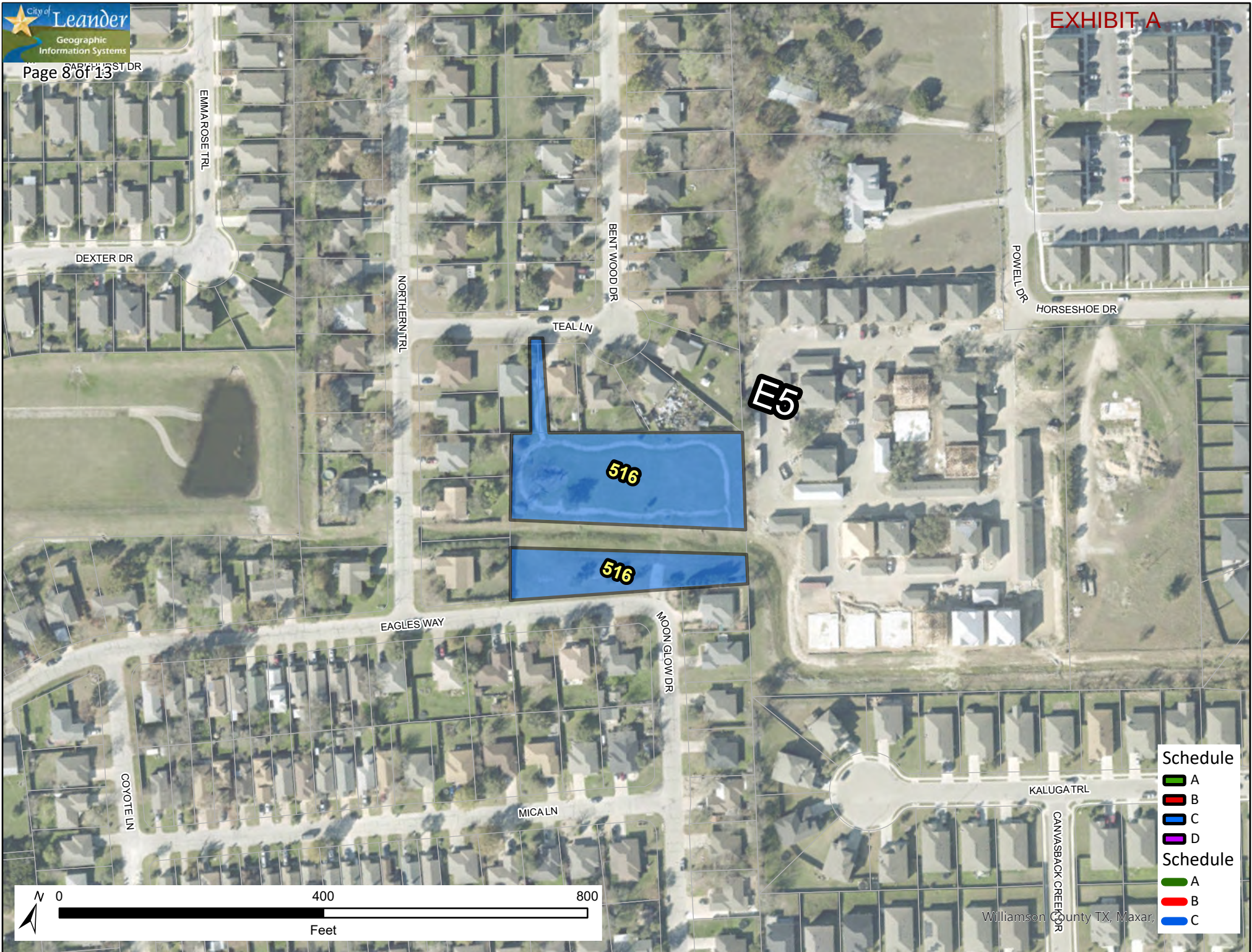
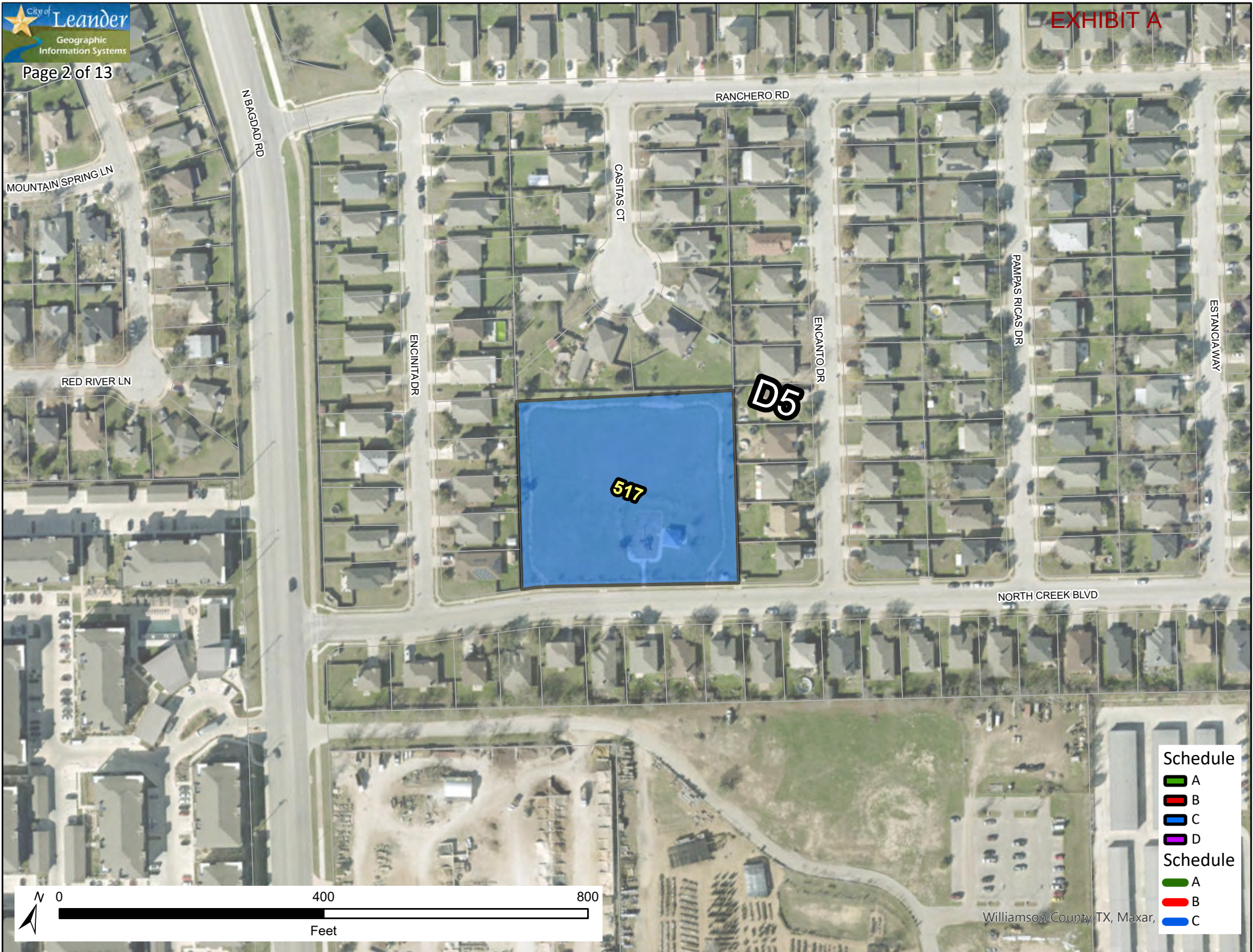


EXHIBIT A







Schedule

- A
- B
- C
- D

Schedule

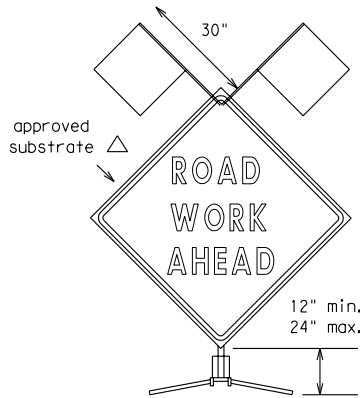
- A
- B
- C

Williamson County, TX, Maxar,

DISCLAIMER
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

LEVELS DISPLAYED															
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32
33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48
49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	

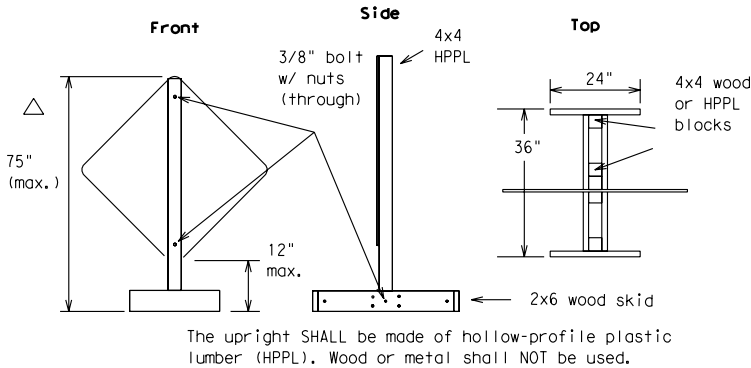
△ See the CWZTCD for the type of sign substrate that can be used for each approved sign support.



Flags as required by Engineer or as shown on plans

EXAMPLES OF SIGN SUPPORTS

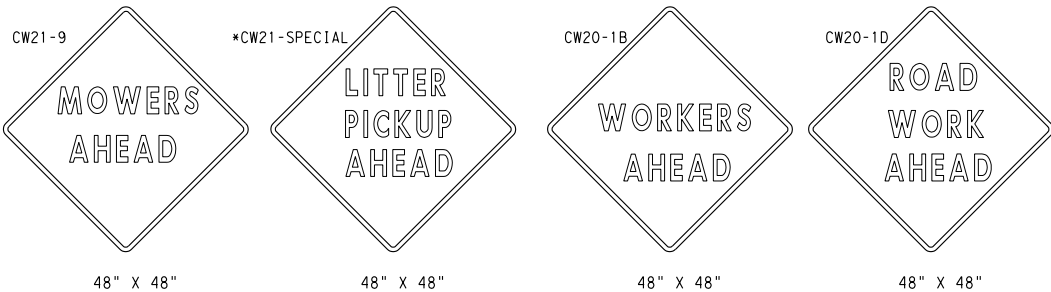
SHORT TERM DURATION, DAYTIME USE ONLY PORTABLE SIGN SUPPORTS



1 Foot Mounting Height

Attachment to wooden supports will be by bolts and nuts or screws. Use TxDOT's or manufacturer's recommended procedures for attaching sign substrates to other types of sign supports.

Nails will NOT be allowed.



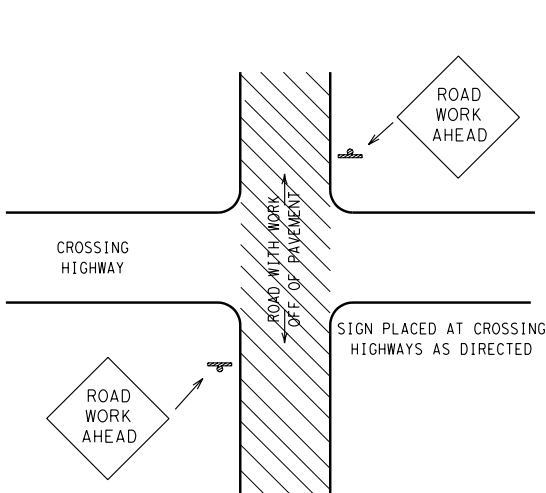
SIGN IN ACCORDANCE WITH THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS

MOWERS AHEAD SIGNS ARE USED FOR MOWING OPERATIONS.

LITTER PICKUP AHEAD, ROAD WORK AHEAD AND WORKER AHEAD SIGNS ARE USED AS DIRECTED FOR OTHER MAINTENANCE OPERATIONS WHEN ALL WORK OCCURS OFF OF THE PAVED HIGHWAY SURFACE.

ROLL-UP SIGNS CONFORMING TO DMS-8310 AND THE CWZTCD ALLOWED

*Letter dimensions and spacing for "CW21-SPECIAL" is the same as C20-1D



TYPICAL LOCATION OF SIGNS AT HIGHWAY CROSSING

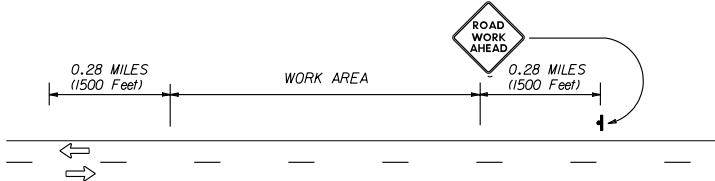
WORK AREA IS A MAXIMUM OF 2.0 MILES UNLESS OTHERWISE DIRECTED.
SIGNS MAY REMAIN IN PLACE ONLY DURING DAYLIGHT HOURS.

SIGNS ARE TO BE PLACED 6' TO 12' OFF OF THE PAVED SURFACE UNLESS OTHERWISE DIRECTED.

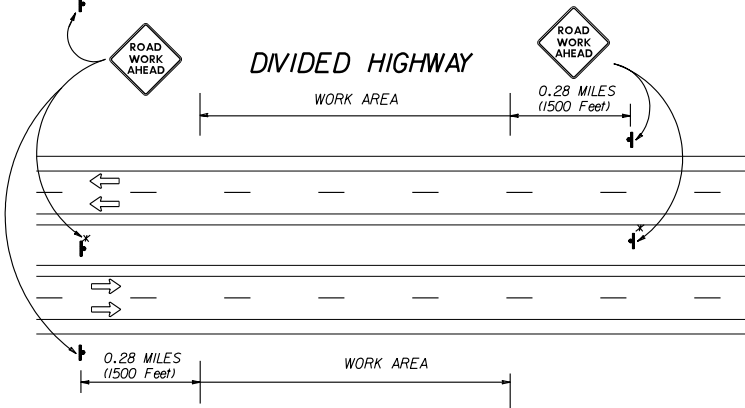
ROAD WORK AHEAD SIGNS SHOWN AS EXAMPLES, ONE OF THE FOUR TYPE SIGNS WILL BE USED AS DIRECTED.

* SIGNS IN THE MEDIAN ARE REQUIRED WHEN WORK OCCURS IN MEDIAN

UNDIVIDED HIGHWAY OR FRONTAGE ROAD



DIVIDED HIGHWAY



TRAFFIC CONTROL PLAN FOR WORK OFF OF THE PAVED SURFACE.

GENERAL NOTES FOR WORK ZONE SIGNS

- Contractor shall install and maintain signs in a straight and plumb condition and/or as directed by the Engineer.
- Wooden sign posts shall be painted white.
- Barricades shall NOT be used as sign supports.
- Nails shall NOT be used to attach signs to any support.
- All signs shall be installed in accordance with the plans or as directed by the Engineer. Signs shall be used to regulate, warn, and guide the traveling public safely through the work zone.
- The Contractor may furnish either the sign design shown in the plans or in the "Standard Highway Sign Designs for Texas" (SHSD). The Engineer/Inspector may require the Contractor to furnish other work zone signs that are shown in the TMUTCD but may have been omitted from the plans. Any variation in the plans shall be documented by written agreement between the Engineer and the Contractor's Responsible Person. All changes must be documented in writing before being implemented. This can include documenting the changes in the Inspector's TxDOT diary and having both the Inspector and Contractor initial and date the agreed upon changes. The additional signs requested by the Engineer/Inspector shall not be subsidiary.
- The Contractor shall furnish sign supports listed in the "Compliant Work Zone Traffic Control Device List" (CWZTCD). The Contractor shall install the sign support in accordance with the manufacturer's recommendations. If there is a question regarding installation procedures, the Contractor shall furnish the Engineer a copy of the manufacturer's installation recommendations so that the Engineer can verify the correct procedures are being followed.
- The Contractor is responsible for sign installations and replacing signs with damaged or cracked substrates and/or damaged or marred reflective sheeting as directed by the Engineer/Inspector.
- Identification markings may be shown only on the back of the sign substrate. The maximum height of letters and/or company logos used for identification shall be 1".
- The Contractor shall replace damaged wood posts. New or damaged wood sign posts shall not be spliced.

Duration of Work (as defined by the "Texas Manual on Uniform Traffic Control Devices" Part VI)

- The Contractor is responsible for ensuring the sign support and substrate meets crashworthiness. For mowing operation all signs and supportS are Short-term Duration for daytime work.
- The Contractor shall furnish the sign sizes shown on this sheet or as directed by the Engineer.

SIGN SUBSTRATES

- The Contractor shall ensure that the sign substrate is allowed for the type of sign support that is being used. The CWZTCD lists each substrate that can be used on the different types and models of sign supports.
- "Mesh" type materials are NOT an approved sign substrate.
- All wooden individual sign panels fabricated from 2 or more pieces shall have one or more plywood cleat, 1/2" thick by 6" wide, fastened to the back of the sign and extending fully across the sign. The cleat shall be attached to the back of the sign using wood screws that do not penetrate the face of the sign panel. The screws shall be placed on both sides of the splice and spaced at 6" centers. The Engineer may approve other methods of splicing the sign faces.

REFLECTIVE SHEETING

- Reflectorized signs shall be constructed of sheeting meeting the color and retro-reflectivity requirements of DMS-8300 or DMS-8310. The DMS specifications can be accessed from the following web address:
http://manuals.dot.state.tx.us:80/dynaweb/colmates/@Generic__CollectionView;cs=default;ts=default
- White sheeting, meeting the requirements of DMS-8300 Type C (High Specific Intensity), shall be used for signs with white background and channelizing devices.
- Orange sheeting, meeting the requirements of DMS-8300 Type E (Fluorescent Prismatic), shall be used for signs with orange backgrounds.

SIGN LETTERS

- All sign letters and numbers shall be clear, and open rounded type uppercase alphabet letters as approved by the Federal Highway Administration (FHWA) and as published in the "Standard Highway Sign Design for Texas" manual. Signs, letters and numbers shall be of first class workmanship in accordance with Department Standards and Specifications.

REMOVING OR COVERING

- Signs should be removed or completely covered when not mowing.
- Duct tape or other adhesive material shall NOT be affixed to a sign face.
- Signs and supports shall be removed by the end of the day.

SIGN SUPPORT WEIGHTS

- Where sign supports require the use of weights to keep from turning over, the use of sandbags with dry cohesionless sand is recommended.
- The sandbags will be tied shut to keep the sand from spilling and to maintain a constant weight.
- Rock, concrete, iron, steel or other solid objects will not be permitted for use as sign support weights.
- Sandbags should weigh a minimum of 35 lbs and a maximum of 50 lbs.
- Sandbags shall be made of a durable material that tears upon vehicular impact.
- Rubber (such as tire inner tubes) shall NOT be used for sandbags.
- Rubber ballasts (such as those used with cones or edgeline channelizers) shall NOT be used as sign support weights.
- Sandbags shall only be placed along or laid over the base supports of the traffic control device and shall not be suspended above ground level or hung with rope, wire, chains or other fasteners. Sandbags shall be placed along the length of the skids to weigh down the sign supports.
- Sandbags shall NOT be placed under the skid and shall not be used to level sign supports placed on slopes.

CONTRACTOR REQUIREMENTS FOR MAINTAINING PERMANENT SIGNS WITHIN THE PROJECT LIMITS

Any sign, sign support or traffic control device that is struck or damaged by the Contractor or his/her construction equipment shall be replaced or repaired as soon as possible by the Contractor at the Contractor's expense.

Only pre-qualified products shall be used. A copy of the "Compliant Work Zone Traffic Control Devices List" (CWZTCD) describes pre-qualified products and their sources and may be obtained by contacting:

Standards Engineer
Traffic Operations Division - TE
Texas Department of Transportation
125 East 11th Street
Austin, Texas 78701-2483
Phone (512) 416-3120
Fax (512) 416-3299

Instructions to locate the "CWZTCD" on TxDOT website are:

Start at website - www.dot.state.tx.us
Click on "About TxDOT",
Click on "Organizational Chart",
Click on Traffic Operations Box,
Click on "Compliant Work Zone Traffic Control Devices",
Click on "View PDF".
This site is printable.

EXHIBIT A

 **Texas Department of Transportation**
Maintenance Division
Standard Plans

ROADSIDE TRAFFIC CONTROL PLAN

SHEET 1 OF 1

RS-TCP-05

NOT TO SCALE

FILE: RSTCP05.DGN	DWG: LJB	CR: JG	DWG: -	CR: -	NEG NO.:
© TxDOT FEBRUARY 2005		STATE DISTRICT	FEDERAL REGION	FEDERAL AID PROJECT	
REVISED: September 17, 2004		N/A	N/A	N/A	
REVISED: FEBRUARY 2, 2005 Sign placement in TCP		COUNTY		CONTROL SECTION	JOB
REVISED:		N/A		N/A	N/A

Standard Definitions, Terms and Conditions

By acceptance of a Purchase Order or Agreement, or response to a Solicitation, Vendor agrees the following terms and conditions, without modification, will govern:

I. DEFINITIONS

The following definitions shall be used to identify terms throughout procurement documents:

- A. **ADDENDUM** – A written instrument issued by the City that modifies or clarifies the Solicitation prior to the Due Date. “Addenda” is the plural form of the word.
- B. **AGREEMENT/CONTRACT** – A mutually binding legal document obligating the Vendor to furnish the goods, equipment or services specified within the Solicitation and obligating the City to pay for the goods, equipment, or services specified.
- C. **APPROPRIATE, APPROPRIATED, OR APPROPRIATION** – The adoption by the City Council of a budget for a fiscal year that includes payments to be made under the Contract during the respective fiscal year.
- D. **BID/PROPOSAL/RESPONSE/OFFER/QUOTE/QUOTATION** – A complete, properly signed response to a Solicitation that, if accepted, would bind the Respondent to perform the resulting Contract.
- E. **BIDDER/PROPOSER/RESPONDENT/OFFERER** – A person, firm or entity identified throughout the Solicitation that they consider themselves qualified to provide the goods, equipment or services specified herein, and are interested in making an offer to provide the goods, equipment or services to the City.
- F. **CITY** – The City of Leander, a home-rule municipal corporation located in Williamson County, Texas.
- G. **DELIVERABLES** – The goods, products, materials, and/or services to be provided to the City under a Purchase Order or Contract.
- H. **DUE DATE** – The date and time specified for receipt of Bids, Proposals, Responses, Offers, Quotations and Qualification Statements.
- I. **GOODS** – Materials, supplies, commodities and/or equipment.
- J. **LATE OFFER** – A Bid, Proposal, Quote, Response, or Submittal that is received after the Due Date and time specified in the Solicitation.
- K. **NON-PROFESSIONAL SERVICES** – services performed that are not of a professional nature such as lawn care, security, janitorial, etc.
- L. **PIGGYBACK CONTRACT** – A Contract or Agreement that has been competitively bid in accordance with State of Texas statutes, rules, policies and procedures and has been extended for the use of state and local agencies and active State of Texas CO-OP entities.
- M. **PURCHASE ORDER** – An order placed by the City for the purchase of goods or services issued on the City’s standard purchase order form and which, when accepted by the Vendor, becomes a Contract. The Purchase Order is the Vendor’s authority to deliver and invoice the City for Goods or Services specified, and the City’s commitment to accept the Goods or Services for an agreed upon price.
- N. **PROFESSIONAL SERVICES** – Services that use skills that are predominantly mental or intellectual, rather than physical or manual such as accounting, architecture, land surveying, law, medicine, optometry, professional engineering, etc.
- O. **REQUEST FOR QUALIFICATIONS STATEMENTS (RFQ)** – A solicitation used to acquire professional services as defined by the State of Texas Government Code, Chapter 2254.
- P. **RESPONSIBLE** – Refers to the financial and practical ability of the Offeror to perform the Contract and takes into consideration resources, expertise, and past performance of the Offeror as well as compliance with all City ordinances concerning the purchasing process.
- Q. **RESPONSIVE** – Meeting all the requirements of a Solicitation.
- R. **SERVICES** – Work performed to meet the requirements and demand of the Purchase Order. The furnishing of labor, time, or effort by the Vendor and their ability to comply with promised delivery dates, specification and technical assistance specified.
- S. **SOLICITATION/INVITATION TO BID/REQUEST FOR PROPOSALS/REQUEST FOR QUOTES** – The Solicitation document issued by the City containing terms, conditions and specifications for the service or commodity to be procured.
- T. **SUBCONTRACTOR** – Any person or business enterprise providing goods, labor, and/or services to a Vendor if such goods, equipment, labor, and/or services are procured or used in fulfillment of the Vendor’s obligations arising from a Contract with the City.
- U. **VENDOR/CONTRACTOR** – Person or business enterprise providing goods, equipment, labor and/or services to the City as fulfillment of obligations arising from an Agreement or Purchase Order.

II. SOLICITATIONS

A. CONFLICT OF INTEREST:

Chapter 176 of the Texas Local Government Code requires an entity contracting or seeking to contract for the sale or purchase of property, goods, or services with a local governmental entity to disclose any affiliation or business relationship which might create a conflict of interest with a local government entity. The Conflict of Interest Questionnaire is available from the Texas Ethics Commission at https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm, and completed forms must be submitted to the appropriate records administrator of the City not later than the seventh business day after the date the entity begins contract discussions or negotiations with the local governmental entity, or submits to the local governmental entity an application, response to a Request for Proposals or Bids, correspondence, or another writing related to a potential Agreement with the local governmental entity. If responding to a Solicitation, the Conflict of Interest Form may be submitted with the Response. The completed forms may be mailed or hand delivered to the City Secretary at the following address: The City of Leander, Office of the City Secretary, City Hall, 105 N. Brushy St Leander, TX 78641. This legislation is subject to change and each entity should consult its own attorney regarding the current law. Any attempt to intentionally or unintentionally conceal a conflict of interest may result in disqualification of any response to a solicitation. The validity of the Contract is not affected solely because of failure to comply with the conflict of interest disclosure requirements.

B. COMMUNICATIONS WITH THE CITY:

To insure the proper and fair evaluation of a Solicitation, the City prohibits ex parte communication (e.g., unsolicited) initiated by the Offeror to the City Official or Employee evaluating or considering the Responses prior to the time an award has been made. Communication between Offeror and the City will be initiated by the appropriate City Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the Solicitation. Ex parte communication may be grounds for disqualifying the offending Offeror from consideration or award of the Solicitation then in evaluation, or any future Solicitation.

Unless otherwise specified, all requests for clarification or questions regarding a Solicitation must be directed to the City of Leander Purchasing Office, Attn.: Purchasing Agent, PO Box 319, 105 N. Brushy St., Leander, TX 78641-0319, 512-528-2730, FAX: 512-528-2829, kjohnson@leandertx.gov.

C. DISCLOSURE OF PENDING LITIGATION:

Each Respondent shall include in its proposal a complete disclosure of any material civil or criminal litigation or pending investigation which involves the Respondent or in which the Respondent has been judged guilty.

D. CONFIDENTIALITY OF RESPONSES, PUBLIC INFORMATION ACT:

All Responses are subject to release as public information unless the Response or specific parts of the Response can be shown to be exempt from the Texas Public Information Act. Respondents are advised to consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information. The City assumes no obligation or responsibility for asserting legal arguments on behalf of potential Respondents.

If a Respondent believes that a Response or parts of a Response are confidential, then the Respondent shall so specify. The Respondent shall stamp in bold red letters the term "**CONFIDENTIAL**" on that part of the Response, which the Respondent believes to be confidential. Vague and general claims as to confidentiality shall not be accepted. All Responses and parts of Responses that are not marked as confidential will be automatically considered public information. Notwithstanding, responses to Requests for Proposals shall be opened in a manner that avoids disclosure of the contents to competing offeror and keeps the proposals secret during negotiations as provided for in Section 252.049 of the Local Government Code.

E. CLARIFICATIONS, WAIVER OF MINOR TECHNICALITIES OR DISCREPANCIES:

The City reserves the right to request clarification or additional information specific to any Response after all Responses have been received and the Solicitation Due Date has passed. Additionally, the City reserves the right to accept or reject all or part of any Response, waive any formalities or technical inconsistencies, delete any requirement or specification from the Solicitation, or terminate the Solicitation when deemed to be in City's best interest.

F. COST OF PREPARATION OF RESPONSE:

All costs directly or indirectly related to preparation of a Response to this Solicitation or any oral presentation required to supplement and/or clarify a Response which may be required by the City shall be the sole responsibility of the Respondent.

G. RESPONSES BECOME PROPERTY OF THE CITY:

Submissions received in response to a Solicitation become the sole property of the City.

H. WITHDRAWAL OF A RESPONSE:

A Response may be withdrawn prior to the submission deadline by submitting a written request for its withdrawal to the Purchasing Office. A new Response may be submitted and must be received prior to the submission deadline to be considered. Modifications offered in any manner will not be considered if submitted after the submission deadline.

I. DETERMINATION OF AWARD, RESULTING AGREEMENT:

In determining award, the City reserves the right to select the acceptable Respondent who will offer contractual terms and conditions most favorable to the City. All requirements stated in the Solicitation shall become a part of any Contract, Agreement or Purchase Order awarded as a result of the Solicitation, and any deviations from these requirements must be specifically stated and defined by the Respondent in their Response. Requests for clarification and the responses(s) shall also become a part of any Contract, Agreement or Purchase Order resulting from the Solicitation.

J. AFFIRMATIONS AND CERTIFICATIONS:

By signature on and submission of a Response, Respondent certifies they have not conspired with any other potential supplier in any manner to attempt to control competitive pricing. By signature on and submission of a Response, Respondent certifies they are duly qualified, capable and a bondable business entity not in receivership or contemplating same, and has not filed for bankruptcy. By signature on and submission of a Response, Respondent affirms that they will not discriminate against any employee or applicant as prohibited by law.

K. REQUIREMENTS FOR SUBMISSION OF RESPONSE OF FORMAL SOLICITATION:

1. All Responses must be submitted on the form provided by the City, and accompanied by all required attachments. Each Response shall be placed in a separate envelope and properly identified with Solicitation Number and Opening Date. Responses must be time-stamped at the Purchasing Office, 105 N. Brushy St, Leander TX 78641, PO Box 319, Leander, TX 78646, on or before due date and time shown on the Solicitation form. Late Responses will not be considered.
2. If applicable, Respondent will show exact cost to deliver. Responses must specify unit price on the quantity specified, extend and show total. Unit prices shall govern, including in case of errors. Cash discounts will not be considered in determining award; all cash discounts offered will be taken if earned. Respondent will list and deduct all discounts not based on early payment from prices quoted.
3. The City is exempt from all federal excise, state and local taxes unless otherwise stated. The City claims exemption from under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon request. Do not include taxes in Response to any Solicitation.
4. Unless stated otherwise, any catalog, brand name or manufacturer's reference used in the Solicitation is descriptive (not restrictive), and is used to indicate type and quality desired. Responses on brands of like nature and quality will be considered. If quoting on other than referenced specifications, the Response MUST show manufacturer brand or trade name and description of product offered. Illustrations and complete descriptions of product offered should be made part of the Response. If Respondent does not identify exceptions to the specifications shown in this Invitation, Respondent will be required to furnish brand names, numbers, etc., as shown in the Solicitation.
5. Response must show the number of days required to deliver items or provide services to the City's designated location under normal conditions. Unrealistically short or long delivery promises may cause Response to be disregarded.

L. PURCHASE ORDERS**A. GENERAL TERMS AND CONDITIONS****1. ACCEPTANCE:**

A Purchase Order is the City's commitment to make procurement and is subject to Vendor's acceptance of the City's terms and conditions.

2. ABSENCES OF PURCHASE ORDER OR AGREEMENT:

The City is not responsible for delivery of any materials or services without a proper Purchase Order.

3. VENDOR'S OBLIGATIONS:

The Vendor shall fully and timely provide all deliverables described in the Solicitation and in the Vendor's Offer in strict accordance with the terms, covenants, and conditions of the Agreement and all applicable Federal, State, and local laws, rules, and regulations.

4. EFFECTIVE DATE/TERM:

Unless otherwise specified in the Solicitation, this Agreement shall be effective as of the date the City issues and signs the Purchase Order, and shall continue in effect until all obligations are performed in accordance with the Agreement.

5. SUBCONTRACTORS:

If the Vendor utilizes Subcontractors in providing the goods and/or services under this Purchase Order, the Vendor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Vendor is responsible for the Vendor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law. The Vendor shall:

- a. Require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Agreement;
- b. Prohibit the Subcontractor from further subcontracting any portion of the Agreement without the prior written consent of the City and the Vendor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
- c. Require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Vendor in sufficient time to enable the Vendor to include same with its invoice or application for payment to the City in accordance with the terms of the Agreement;
- d. Require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Vendor, with the City being a named insured as its interest shall appear;
- e. Require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City;
- f. Pay each Subcontractor its appropriate share of payments made to the Vendor not later than ten (10) calendar days after receipt of payment from the City.

6. DELAYS:

The City may delay scheduled delivery or other due dates by written notice to the Vendor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Agreement, the City and the Vendor shall negotiate an equitable adjustment for costs incurred by the Vendor in the Agreement price and execute an amendment to the Agreement. The Vendor must assert its right to an adjustment within ten (10) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution Process specified in Section IV. However, nothing in this provision shall excuse the Vendor from delaying the delivery as notified.

7. FORCE MAJEURE:

Neither party shall be liable for any default or delay in the performance of its obligations under this Agreement if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond reasonable control. In the event of default or delay in performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

8. INSURANCE REQUIREMENTS:

Unless specific insurance requirements are noted, Vendor shall maintain insurance coverage appropriate for the fulfillment of the Purchase Order. In the event the Vendor, its employees, agents or subcontractors enter premises occupied by or under the control of the City, the Vendor agrees to maintain public liability and property damage insurance in reasonable limits covering the obligations set forth in this Purchase Order, and will maintain Workers' Compensation coverage (either by insurance or if qualified pursuant to law, through a self-insurance program) covering all employees performing on premises occupied by or under control of the City. The Vendor shall not commence work until the required insurance is obtained. Upon request, Vendor shall provide a copy of its insurance policies to the City within fourteen (14) days. Failure to provide the required certificate of insurance may subject the vendor to disqualification from consideration for award. The Vendor must also forward a certificate of insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

a. Insurance Requirements:

The successful Proposer shall procure and maintain in force during the terms of any contract awarded pursuant to this RFP, at its own cost, the following minimum insurance coverage:

- Builder's Risk: based upon full construction costs, if required per contract
- Workers' Compensation and Employers' Liability

State of Texas:	\$1,000,000 Each Accident
Employer's Liability:	\$ 100,000 Each Accident
	\$ 500,000 Disease-Policy Limit
	\$ 100,000 Disease-Each Employee
- Waiver of Subrogation
- Commercial General Liability

Bodily Injury & Property Damage	
General Aggregate Limit:	\$1,000,000
Personal & Advertising Injury Limit:	\$ 500,000
Each Occurrence Limit:	\$1,000,000

The policy shall be on an Occurrence Form and include the following coverage: Premises Operations; Personal and Advertising Injury; Medical Payments;
Liability assumed under an Insured Contract; Independent Contractors; and Broad Form Property Damage. Coverage provided should be at least as broad as found in Insurance Services Office (ISO) form CG0001.

- Commercial Automobile Liability Limits

Bodily Injury & Property Damage

Combined Single Limit:	\$1,000,000
Medical Payments:	\$ 5,000 Per Person
Uninsured/Underinsured Motorist	\$ 100,000

Prior to the execution of any awarded contract by the City, the successful Proposer shall forward Certificates of Insurance to the Purchasing Manager. The required insurance policies shall be procured and maintained in full force and effect for the duration of the awarded contract. Certificate Holder shall be the City of Leander at 105 N. Brushy Street, Leander, TX 78641.

9. EXCEPTIONS TO SPECIFICATIONS:

Any deviation from the specifications must be clearly indicated in the Response to the Solicitation or promptly documented in writing at or before the time of the award. Any deviations or exceptions are subject to review by the City and may be grounds for rejection.

10. TRAVEL EXPENSES:

All travel, lodging and/or per diem expenses associated with providing the materials, equipment or services specified must be included in the original Quotation and/or the resulting Purchase Order or Agreement. All travel expenses are subject to review by the City and documentation of actual itemized expenses may be requested. No reimbursement will be made without prior authorization, or for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed.

11. HUB REQUIREMENTS:

The City complies with the requirements of the State of Texas *Local Government Code*, Chapter 252, Section 252.0215.

12. SPECIAL TOOLS AND EQUIPMENT:

If the price stated in the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Vendor to fulfill the Agreement, such special tooling and/or equipment and all process sheets associated thereto shall become the property of the City and shall be identified by the Vendor as such.

B. SERVICES

1. PLACE AND CONDITIONS OF WORK, ACCESS TO SITE:

If Services are to be performed principally on the City's premises or in public rights of way, the City shall provide the Vendor access to the sites where the Vendor is to perform the Services as required in order for the Vendor to perform in a timely and efficient manner, in accordance with and subject to applicable security laws, rules and regulations. The Vendor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of the materials, equipment, labor and facilities necessary to perform the Services and any other conditions or states of fact which could, in any way, affect performance of the Vendor's obligations under the Agreement. The Vendor shall promptly notify the City if the actual site or service conditions differ from the expected conditions and failing to do so, hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature.

2. VENDOR TO PROVIDE ALL MATERIAL, EQUIPMENT, LABOR:

Vendor shall provide all goods and labor necessary to perform Services. All material must be new and all equipment utilized must be in good safe working condition and suitable for Services. Vendor shall employ all personnel for Services in accordance with the requirements of applicable local, state, and federal law.

3. WORKFORCE:

If Services are to be performed principally on the City's premises or on public right-of-ways:

Vendor shall employ only orderly and competent workers, skilled in the performance of the Services which they will perform under the Agreement. Vendor, its employees, subcontractors and subcontractor's employees while engaged in participating in a Solicitation or while in the course and scope of delivering goods and services under a City Purchase Order or Agreement may not: use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the Agreement; or use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated or under the influence of alcohol or drugs while on the job.

If the City or the City's representative notifies the Vendor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Vendor shall immediately remove such worker from Agreement services and may not employ such worker again on Agreement services without the City's prior consent.

4. COMPLIANCE WITH ALL HEALTH, SAFETY AND ENVIRONMENTAL REQUIREMENTS:

If Services are to be performed principally on the City's premises or on public rights of way, the Vendor, its subcontractors and their respective employees, shall comply fully with all applicable federal, state and local health, safety and environmental laws, ordinances, rules and regulations in the performance of the Services, including but not limited to those promulgated with the City and the Occupational Safety and Health Administration (OSHA). In the case of conflict, the most stringent safety requirement shall govern. The Vendor shall defend, indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liabilities of any kind or nature arising from the breach of the Vendor's obligations under this paragraph.

5. STOP WORK NOTICE:

The City may issue an immediate Stop Work Notice in the event the Vendor is observed performing in a manner that is in violation of Federal, State or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Vendor shall cease all work until

notified by the City that the violation or unsafe condition has been corrected. The Vendor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

6. WARRANTY OF SERVICES:

Vendor warrants and represents that all Services to be provided to the City under the Agreement will be fully and timely performed in good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions and covenants of the Agreement and all applicable Federal, State and local laws, rules or regulations. This warranty may not be limited, excluded or disclaimed and any attempt to do so will be without force or effect. Unless otherwise specified, the warranty period shall be a minimum of one (1) year from acceptance by the City of Services. In the event any applicable warranty is breached, the Vendor shall promptly upon receipt of demand of performance, perform the Services again in accordance with the above standard at no additional costs to the City. All costs incidental to such additional performance shall be borne solely by the Vendor. The City shall endeavor to give the Vendor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section. In the event the Vendor is unable or unwilling to perform the services in accordance with the above standards as required by the City, then in addition to any other available remedy, the City may reduce the amount of services originally required to purchase from the Vendor under the Agreement and procure conforming services from other sources. In such event, the Vendor shall pay the City upon demand the increased cost, if any, incurred by the City to procure such services from an alternative source.

C. COMMODITIES/EQUIPMENT

1. MATERIAL SAFETY DATA SHEETS:

Under the "Hazardous Communication Act," commonly known as the "Texas Right to Know Act," a Vendor must provide to the City WITH EACH DELIVERY Material Safety Data Sheets, which are applicable to hazardous substances as defined in the Act.

2. GOODS:

Goods furnished shall be new and the latest improved model in current production, as offered to commercial trade, and shall be of quality workmanship and material. The Vendor represents that all goods and equipment offered shall be new. Unless otherwise specified, used, shopworn, demonstrator, prototype or discontinued models are not acceptable.

3. PACKAGING OF DELIVERABLES:

Vendor must package deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and the unit price. Unless otherwise provided in writing by the City, each shipping container shall be clearly and permanently marked with the Vendor's name and address, and the City's name, address and Purchase Order number. Vendor shall bear all costs of packaging. Deliverables must be suitably packed to secure lowest transportation cost, conform with requirements of common carriers and ensure safe delivery. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

4. WARRANTY:

The goods or equipment specified shall be warranted against defects in material or workmanship for a period of not less than twelve (12) months from date of acceptance by the City. If the manufacturer's warranty exceeds twelve (12) months, then the manufacturer's warranty shall be in effect. Vendor shall furnish a copy of the manufacturer's warranty at the time of delivery.

5. NO LIMITATION OF MANUFACTURERS' WARRANTIES:

Vendor may not limit, exclude or disclaim any warranty provided by manufacturer.

D. DELIVERY

1. DELIVERY TERMS, TRANSPORTATION CHARGES, FOB:

Deliverables shall be shipped FOB destination (point of delivery) unless otherwise specified on the Purchase Order or in the Solicitation. The Vendor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship deliverables. The place of delivery shall be specified in the Purchase Order.

2. NO SUBSTITUTIONS OR CANCELLATIONS:

Unless specifically permitted in writing by the City, no substitutions or cancellations shall be acceptable.

3. NOTICE OF DELAY IN DELIVERY:

If a delay in delivery is anticipated, Vendor shall give written notice to the City. The City has the right to extend the delivery time/service date, or to cancel the Purchase Order or Agreement. Vendor shall keep the City advised at all times of the status of the order. Default in promised delivery, service or failure to meet specifications authorizes the City to procure the goods or services from an alternate source and charge the full increase, if any, in cost and handling to defaulting Vendor. Default on delivery may result in legal action and recourse.

4. DELIVERY LOCATION, HOURS, DAYS, HOLIDAYS:

Unless otherwise specified, all deliveries must be made to City of Leander, at the City Department ship to address on the Purchase Order between the hours of 8AM and 4PM (CST), Monday through Friday except regularly observed state and federal holidays. Receipt of goods or materials does not signify acceptance.

5. NO SHIPMENT UNDER RESERVATION:

Vendor is not authorized to ship deliverables under reservation and no tender of bill of lading will operate as a tender of deliverables.

6. TITLE/RISK OF LOSS:

Title to and risk of loss of the deliverables shall pass to the City only when the City actually receives and accepts the deliverables (no delivery, no sale).

7. RIGHT OF INSPECTION AND REJECTION:

The City expressly reserves all rights under law, including but not limited to, the Uniform Commercial Code, to inspect the deliverables at delivery or at a reasonable time subsequent to delivery, and to reject defective or non-conforming deliverables. If the City has the right to inspect the Vendor's or the Vendor's subcontractors facilities, or the deliverables at the Vendor's or the Vendor's subcontractors premises, the Vendor shall furnish or shall cause to be furnished without additional charge all reasonable facilities and assistance to the City to facilitate such inspection.

8. ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING GOODS:

If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept such deliverables, the City may do so. The Vendor shall pay all claims, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If discovery that the deliverables are defective or non-conforming occurs after final payment, Vendor may be required to refund such amounts to the City.

E. PAYMENT**1. TAX EXEMPT STATUS:**

The City is exempt from all federal excise, state and local taxes unless otherwise stated in this document. The City claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates are furnished upon request. Vendor will not charge for such taxes. If billed, the City will not remit payment until a corrected invoice is received.

2. INVOICING REQUIREMENTS:

Unless otherwise specified, all invoices shall be submitted to City of Leander, Accounts Payable, PO Box 319, Leander, TX 78646, and issued as required by the Purchase Order or Agreement. Each invoice must reference the unique Purchase Order number, and include the Vendor's complete name and remit to address. If applicable, transportation and delivery charges must be itemized on the invoice. A copy of the bill of lading and the freight waybill must be submitted with the invoice, if applicable. Invoices for labor must include a copy of all time sheets with labor rate and Purchase Order or Agreement number clearly identified. Invoices for labor shall also include a tabulation of hours worked at the appropriate rates and grouped by work order number, if applicable. Time billed for labor shall be limited to hours actually worked at the work site.

3. PAYMENT TERMS:

All payments will be processed in accordance with Texas Prompt Payment Act, *Texas Government Code*, Subchapter B, Chapter 2251. The City will make every effort to pay Vendor within thirty days after the later of: acceptance of goods, supplies, materials, equipment; the day of performance of services was completed; or the day of receipt of a correct invoice for goods, supplies, materials, equipment or services. The Vendor may charge a late fee (fee shall not be greater than that permitted under the Texas Prompt Payment Act) for payments not made in accordance with this prompt payment policy; however, the policy does not apply to payments made by the City in the event: (a) there is a bona fide dispute between the City and Vendor concerning the goods, supplies, materials, equipment delivered, or the services performed, that causes the payment to be late; (b) the terms of a federal agreement, grant, regulation or statute prevents the City from making a timely payment with Federal funds; (c) there is a bona fide dispute between the Vendor and a subcontractor and its suppliers concerning goods, supplies, material or equipment delivered, or the services performed, which caused the payment to be late; or (d) the invoice is not mailed to the City in strict accordance with instructions on the Purchase Order or Agreement, or other such contractual agreement.

4. RIGHT TO AUDIT:

The Vendor agrees that the representatives of the City shall have access to, and the rights to audit, examine, or reproduce, any and all records of the Vendor related to the performance under this Agreement. The Vendor shall retain all such records for a period of four (4) years after final payment on this Agreement or until all audit and litigation matters that the City has brought to the attention of the Vendor are resolved, whichever is longer. The Vendor agrees to refund to the City any overpayments disclosed by any such audit.

5. FIRM PRICING:

The price shall remain firm for the duration of the Purchase Order or Contract, or extension periods. No separate line item charges shall be permitted for either bidding or invoice purposes, which shall include equipment rental, demurrage, fuel surcharges, delivery charges, and cost associated with obtaining permits or any other extraneous charges. Vendor further certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

6. PRICE WARRANTY:

The Vendor warrants the prices quoted are not materially higher than the Vendors current prices on orders by others for like deliverables under similar terms of purchase. In addition to any other remedy available, the City may deduct from any amounts owed to the Vendor, or otherwise recover, any amounts paid for items materially in excess of the Vendor's current prices on orders by others for like deliverables under similar terms of purchase.

7. VENDOR OWING TAXES OR FEES TO THE CITY:

Payment will not be made to any person, firm or in arrears in taxes or fees to the City.

IV. TERMS, CONDITIONS AND ADDITIONAL REQUIREMENTS**A. VENDOR'S OBLIGATION:**

Vendor shall fully and timely provide all deliverables described in Solicitation and in the Vendor's Offer in strict accordance with the terms, covenants and conditions of the Agreement and all applicable federal, state and local laws, rules and regulations.

B. DEFAULT:

Vendor shall be in default under the Agreement if the Vendor: (a) fails to fully, timely and faithfully perform any of its material obligations under the Agreement, (b) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (c) makes a material misrepresentation in Vendor's Offer, or in any report or deliverable required to be submitted by Vendor to the City.

C. ABANDONMENT OR DEFAULT:

A Vendor who abandons or defaults the work on the Agreement and causes the City to purchase the services elsewhere may be charged the difference in service if any and may not be considered in the re-advertisement of the service and may be rejected as an irresponsible bidder and not considered in future Solicitations for the same type of service unless the scope of work is significantly modified.

D. TERMINATION/CANCELLATION:**1. TERMINATION FOR CAUSE:**

In the event of default by the Vendor, the City shall have the right to terminate the Agreement for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Vendor, within such ten (10) day period cures such default, or provides evidence sufficient to prove to the City's satisfaction that such default does not, in fact, exist. In addition to any other remedies available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses incurred by the City as a

result of the Vendor's default, including without limitation, cost of cover, reasonable attorneys' fees, court costs and prejudgment and post-judgment interest at the maximum lawful rate. Additionally, in the event of default by the Vendor, the City may remove the Vendor from the City's Vendor List and any Offer submitted by the Vendor may be disqualified for up to three (3) years. All rights and remedies under the Agreement are cumulative and not exclusive of any other right or remedy provided by law.

2. TERMINATION WITHOUT CAUSE:

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

3. NON-APPROPRIATION:

The resulting Agreement is a commitment of the City's current revenues only. It is understood and agreed that the City shall have the right to terminate the Agreement at the end of any City fiscal year (September 30th) if the governing body of the City does not appropriate funds sufficient to purchase the estimated yearly quantities, as determined by the City's budget for the fiscal year in question. The City may effect such termination by giving the Vendor a written notice of termination at the end of its then current fiscal year.

4. CANCELLATION:

The City reserves the right to cancel the Agreement for default all or any part of the delivered portion of the deliverables if the Vendor breaches any term hereof including warranties, or becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any remedies which the City may have in law or in equity.

E. FRAUD:

Fraudulent statements by the Vendor on any Offer or in any report or deliverable required to be submitted by the Vendor to the City shall be grounds for termination of the Agreement for cause by the City and may result in legal action.

F. INDEMNITY:

VENDOR SHALL DEFEND (at the option of the City), INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LEGAL PROCEEDINGS, CAUSES OF ACTION, CLAIMS, DEMANDS, DAMAGES, JUDGMENTS, LOSSES, LIENS, COSTS, EXPENSES, ATTORNEYS' FEES AND ANY AND ALL OTHER COSTS, FEES AND/OR CLAIMS OF ANY KIND OR DESCRIPTION ARISING OUT OF, IN CONNECTION WITH OR RESULTING FROM THE AGREEMENT OR THE GOODS OR SERVICES PROVIDED UNDER THE AGREEMENT. THE VENDOR AND THE CITY ARE CONCURRENTLY NEGLIGENT, EACH PARTY'S LIABILITY SHALL BE LIMITED TO THAT PORTION OF NEGLIGENCE ATTRIBUTABLE TO IT AS DETERMINED UNDER THE APPLICABLE PROPORTIONATE RESPONSIBILITY RULES OF THE STATE OF TEXAS. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHOMAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

G. LIABILITY:

Any person, firm or corporation performing services pursuant to this Agreement or Purchase Order shall be liable for all damages incurred while in the performance of such services. Vendor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents and employees from all claims, demands and causes of action of any nature including the cost of defense thereof, for any injury to, including death of, any person whether that person be a third party, supplier or an employee of either of the parties hereto, and any loss of or damage to property, whether the same be that of either of the parties, caused by or alleged to have been caused by, arising out of or in connection with the issuance of the Agreement or Purchase Order to the Vendor and the negligence of the Vendor, whether or not said claims, demands and causes of action in whole or in part are covered by insurance. Certificates of insurance may be required for, but not limited to, Commercial General Liability, Business Auto Liability, Workers Compensation and Professional Liability Insurance.

H. INFRINGEMENT:

Vendor represents and warrants to the City that: (a) Vendor shall provide the City good and indefeasible title to the deliverables and (b) the deliverables supplied by the Vendor in accordance with the specifications of the Agreement shall not infringe, directly or contributory, any patent, trademark, copyright, trade secret or any other intellectual property right of any kind of any third party; that no claims have been made by a person or entity with respect to the ownership or operation of the deliverables and the Vendor does not know of any basis for any such claims. Vendor shall, at its sole expense, defend, indemnify and hold the City harmless from and against all liability, damages and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (a) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the deliverable infringes the intellectual property rights of any third party; or (b) Vendor's breach of any of the Vendor's representations or warranties stated in this Agreement. In the event of any such claim, the City shall have the right to monitor such claim or, at its option, engage its own separate counsel to act as co-counsel on the City's behalf. Further, Vendor agrees that the City's specifications regarding the deliverables shall in no way diminish Vendor's warranties or obligations under the Section, and the City makes no warranty that the products, development or delivery of such deliverables will not impact such warranties of Vendor.

I. DAMAGE TO CITY PROPERTY:

Vendor shall be responsible for any and all damage to the City's equipment and/or property, the workplace and its contents, by its work, negligence in work, its personnel and equipment. Vendor shall be responsible and liable for the safety, injury and health of its working personnel while its employees are performing service work.

J. OVERCHARGES:

Vendor hereby assigns to the City any and all claims for overcharges associated with this Agreement which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and/or which arise under the antitrust laws of the State of Texas, *Business and Commerce Code Ann.*, Section 15.01, et seq.

K. CONFIDENTIALITY:

In order to provide the deliverables to the City, Vendor may require access to certain of the City's and/or its licensors' confidential information (including, but not limited to, inventions, employee information, trade secrets, confidential know-how, confidential business information and other information which the City or its licensors consider confidential)(collectively, "Confidential Information"). Vendor acknowledges and agrees that the Confidential

Information is the valuable property of the City and/or its licensors, and any unauthorized use, disclosure, dissemination or other release of the Confidential Information will substantially injure the City and/or its licensors. The Vendor (including its employees, subcontractors, agents or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate or otherwise use the Confidential Information without the prior written consent of the City, or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or as a result of an order of any court or other governmental authority with proper jurisdiction, provided the Vendor promptly notifies the City prior to disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Vendor agrees to use protective measures no less stringent than the Vendor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

L. CODES, PERMITS, LICENSES:

Vendor shall comply with all federal, state and local standards, codes and ordinances and the terms and conditions of the services of the electric utility, as well as other authorities that have jurisdiction pertaining to equipment and materials used and their application. None of the terms or provisions of the specification shall be construed as waiving any rules, regulations or requirements of these authorities. Vendor shall be responsible for obtaining all necessary permits, certificates and/or licenses to fulfill contractual obligations to the City.

M. ADVERTISING/PUBLICITY:

Vendor shall not advertise or otherwise publicize, without the City's prior written consent, the fact that the City has entered into the Agreement, except to the extent required by applicable law.

N. INDEPENDENT CONTRACTOR:

The Agreement shall not be construed as creating an employer/employee relationship, a partnership or joint venture. The Vendor's services shall be those of an independent contractor. The Vendor agrees and understands that the Agreement does not grant any rights or privileges established for employees of the City. Vendor shall not be within protection or coverage of the City's Worker Compensation insurance, Health Insurance, Liability Insurance or any other insurance that the City, from time to time, may have in force.

O. LIENS:

Vendor shall defend, indemnify and hold the City harmless from and against any and all liens and encumbrances for all labor, goods and services provided under this Agreement. At the City's request, the Vendor or its subcontractors shall provide a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City. The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances.

P. ASSIGNMENT/DELEGATION:

The Agreement shall be binding upon and endure to the benefit of the City and the Vendor, and their respective successors and assignees, provided however, that no right or interest in the Agreement shall be assigned and no obligation shall be delegated by the Vendor without the prior written consent of the City. Any attempted assignment or delegation by the Vendor shall be void unless made in conformity with this Section. The Agreement is not intended to confer any rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Agreement.

Q. INTERPRETATION:

The Agreement is intended by both parties as the final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Agreement. Although the Agreement may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner fair to both parties, reading no provision more strictly against one party of the other. Whenever a term defined by the Uniform Commercial Code (the "UCC"), as enacted by the State of Texas, is used in the Agreement, the UCC definition shall control unless otherwise defined in the Agreement.

R. GOVERNING LAW AND VENUE:

This Agreement is made under and shall be governed by the laws of the State of Texas, including when applicable, the UCC as adopted in Texas, VTCA, *Business & Commerce Code*, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. This Agreement is fully performable in Leander, TX, and the venue for any action related to this Agreement shall be Leander, TX. All issues arising from this Agreement shall be resolved in the courts of Williamson County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or the ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein and does not waive the city's defense of sovereign immunity.

S. INTERLOCAL COOPERATIVE PURCHASING/PIGGYBACK CONTRACTS:

Other governmental entities may be extended the opportunity to purchase from Solicitations of the City, with the consent and agreement of the awarded Vendor(s) and the City. Such consent and agreement shall be conclusively inferred from lack of exception to this clause in Vendor's Response. However, all parties indicate their understanding and all parties hereby expressly agree that the City is not an agent of, partner to or representative of those outside agencies or entities and that the City is not obligated or liable for any action or debts that arise out of such independently negotiated piggyback procurements.

T. SURVIVABILITY OF OBLIGATIONS:

All provisions of the Agreement that impose continuing obligations on the parties, including but not limited to the warranty, indemnity and confidentiality obligations of the parties, shall survive the expiration or termination of the Agreement.

U. CLAIMS:

If a claim, demand, suit or other action is asserted against the Vendor which arises under or concerns the Agreement, or which could have a material adverse effect on the Vendor's ability to perform thereunder, the Vendor shall give written notice to the City within ten (10) calendar days after receipt of notice by the Vendor. Such notice to the City shall state the date of notification of any such claim, demand, suit or other action; the names and address of the claimant(s); the basis thereof; and the name of each person against whom such claim is asserted. Such notice shall be delivered to the Purchasing Department as set forth below.

V. NOTICES:

Unless otherwise specified, all notices, requests or other communications required or appropriate to be given under the Agreement shall be in writing and deemed delivered three (3) business days after postmarked if sent by US Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, fax, or other commercially accepted means. Notices to the Vendor shall be sent to the address specified in the Vendor's Offer or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to: City of Leander, Purchasing Office, PO Box 319, Leander, Texas 78646 and marked to the attention of the Purchasing Agent.

W. GRATUITIES:

The City may, by written notice to the Vendor, cancel the Agreement without liability if it is determined by the City that gratuities were offered or given by the Vendor or any agent or representative of the Vendor to any officer or employee of the City with the intent of securing the Agreement or securing favorable treatment with respect to awarding or amending or the making of any determinations with respect to performing of the Agreement. In the event the Agreement is cancelled by the City pursuant to this Section, the City shall be entitled, in addition to any other rights and remedies, to recover the benefits or payments to the Vendor, as a result of the gratuities.

X. PERSONAL INTEREST PROHIBITED:

No officer, employee, independent consultant or elected official of the City who is involved in the development, evaluation or decision-making process of the performance of the any Solicitation shall have a financial interest, direct or indirect, in the resulting Agreement. Any willful violation of this Section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. In the event a member of the governing body or an appointed board or commission of the City belongs to a cooperative association, the City may purchase equipment or supplies for the association only if no member of the governing body, board or commission will receive pecuniary benefit from the purchase, other than as reflected as an increase in dividends distributed generally to members of the association. Any violation of this provision with the knowledge, expressed or implied, by the Vendor shall render the Agreement voidable by the City. Nevertheless, the City may obtain the equipment or service if a conflict of interest affidavit is filed and the Council member recuses his/herself.

Y. WAIVER:

No claim or right arising out of a breach of the Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Vendor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Agreement, or an express or implied acceptance of any other existing or future default(s), whether of similar or different character.

Z. DISPUTE RESOLUTION:

If either the Vendor or the City has a claim, dispute or other matter in question for breach of duty, obligations, services rendered or any warranty that arises under this Agreement, the parties shall first attempt to resolve the matter through this dispute resolution process. The disputing party shall notify the other party in writing as soon as practicable after discovering the claim, dispute or breach. The notice shall state the nature of the dispute and list the party's specific reasons for such dispute. Within ten (10) business days of receipt of the notice, both parties shall make a good faith effort, in person or through generally accepted means, to resolve any claim, dispute, breach or other matter in question that may arise out of, or in connection with, this Agreement. If the parties fail to resolve the dispute within sixty (60) days of the date of receipt of the notice of the dispute, then the parties may submit the matter to non-binding mediation upon written consent of authorized representatives of both parties in accordance with the Arbitration Rules of the American Arbitration Association or other applicable rules governing mediation then in effect. If the parties cannot resolve the dispute through mediation, then either party shall have the right to exercise any and all remedies available under law regarding the dispute.

AA. INVALIDITY:

The invalidity, illegality or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace the 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 the entire Agreement from being void should a provision which is the essence of the Agreement be determined to be void.

BB. RIGHT TO ASSURANCES:

In the event the City, in good faith, has reason to question the intent of the Vendor to perform, the City may demand written assurances of the intent to perform. In the event no written assurance is given within the time specified, the City may treat this failure as an anticipatory repudiation of the Agreement.

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

DD. IRAN, SUDAN, FOREIGN TERRORIST ORGANIZATIONS: To the extent this Agreement constitutes 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, the Vendor represents that the Vendor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Vendor is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

EVALUATION MATRIX
RFP S23-002
Park and Municipal Property Landscape Maintenance and Mowing

Evaluation Category	Maximum Points	Yellowstone Landscape	Abescape Group	Unity Contractor Services, Inc.	Utz Environmental Services	Incircle Management Inc	Acres Away TX, LLC	Cutrite, LLC	Landscape Designs and Lawn Care LLC	Corza Construction LLC
Respondent's Solution and Program	30	22	20	22	22	9	3	17	3	6
Company Work Experience and Personnel	30	20	20	24	21	18	8	20	3	10
Cost Assigned by Points	40	21	19	9	12	26	40	12	39	3
Cost		\$125,787.04	\$136,347.49	\$298,990.99	\$225,392.04	\$102,262.22	\$65,197.58	\$216,473.72	\$66,126.20	\$917,500.00
Total	100	63	59	55	55	53	52	49	45	19

Recommended for Award: Yellowstone Landscape



EXECUTIVE SUMMARY
1/4/2024

AGENDA SUBJECT:

Award of Solicitation S24-001 to Unity Contractor Services, Inc. for right-of-way mowing services in the amount of \$1,900,000.00 for the term of contract expiring January 4, 2029; providing for an effective date; and authorizing the Interim City Manager to execute any and all necessary documents.

BACKGROUND:

This award recommendation is for the City of Leander Public Works to establish a contract with Unity Contractor Services, Inc. for right of way mowing services needed to support City operations. The RFP S24-001 solicitation was advertised in the Hill Country News newspaper and posted to the City of Leander solicitation website. A total of 2,179 vendors were contacted, including one available HUB vendors. Eight (8) vendor responses were received.

An evaluation team with expertise in this area evaluated the received responses and scored Unity Contractor Services, Inc. as the best to provide right of way mowing services based on the Respondent's Solution and Program, Company Work Experience and Personnel, and Cost. Therefore, staff recommends the contract be awarded to Unity Contractor Services, Inc. for these services. Attached evaluation matrix list all respondents and their points received based on a 100-point scale.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff respectfully request award of Solicitation S24-001 to Unity Contractor Services, Inc. for right-of-way mowing services.

PRESENTER:

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

Fiscal Impact

<u>Amount requested:</u>	\$380,000.00 annually, \$1,900,000.00 Total (5-years)
<u>Approved in current budget (Yes / No):</u>	Yes
<u>Expenditure (New / Amended):</u>	New
<u>Recurring or one-time:</u>	Recurring
<u>Fund source (Operating / Utility / etc.):</u>	GL#01-21-5612 (General Fund ROW Mowing) & 20-06-5600 (Utility Fund Contract Labor)

Attachments:

1. Solicitation S24-001 ROW Mowing Services
2. Evaluation Matrix- RFP S24-001
3. Contract- Unity



City of Leander

City of Leander, Texas
Purchasing & General Services
105 N Brushy St,
Leander, Texas 78641
www.leandertx.gov

REQUEST FOR PROPOSAL (RFP)

RIGHT OF WAY MOWING SERVICES

SOLICITATION NUMBER S24-001

OCTOBER 2023

**RIGHT OF WAY MOWING SERVICES
PART I
GENERAL REQUIREMENTS**

1. **PURPOSE:** The City of Leander, herein after “the City” seeks proposals from firms experienced in providing full, turnkey services inclusive of necessary equipment and labor to maintain right-of-way areas on various City roadsides (Services). The Contractor shall provide services to mow right-of-way grass to 2.5 - 4 inches, provide hand trimming and hand edging of curbs, and landscape maintenance within the specified time period(s). Right-of-way areas shall be clearly identified within this solicitation and shall be referred to as “Project Areas.”
2. **SOLICITATION PACKET:** This solicitation packet is comprised of the following:

Description	Index
Part I – General Requirements	Page(s) 2 - 3
Part II – Definitions, Standard Terms and Conditions and Insurance Requirements	Page 4
Part III – Supplemental Terms and Conditions	Page(s) 5 - 7
Part IV – Scope of Work	Page(s) 8 - 11
Part V – Proposal Preparation Instructions and Evaluation Factors	Page(s) 12 - 14
Attachment A – Reference Sheet	Separate attachment
Attachment B – Conflict of Interest Questionnaire	Separate attachment
Attachment C – Schedule & Project Areas	Separate attachment
Attachment D – Roadside Traffic Control Plan	Separate attachment

3. **SCHEDULE OF EVENTS:** It is the City’s intention to follow the solicitation timeline below.

EVENT	DATE
Solicitation released	October 26, 2023
Optional Pre-Proposal meeting	November 2, 2023 @ 9:00 AM, CST
Deadline for submission of questions	November 6, 2023 @ 5:00 PM, CST
City responses to questions or addendums	November 8, 2023 @ 5:00 PM, CST
Deadline for submission of responses	November 16, 2023 @ 3:00 PM, CST

All questions regarding the solicitation shall be submitted through Bonfire in writing by 5:00 PM, CST on the due date noted above. A copy of all questions submitted and the City’s response to the questions shall be posted on the City’s webpage in the form of an addendum at:

<https://leandertx.bonfirehub.com/>

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

<https://leandertx.bonfirehub.com/>

4. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City’s website at <https://leandertx.bonfirehub.com/> for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancellations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.

5. **OPTIONAL PRE-PROPOSAL MEETING AND SITE VISIT:** A pre-proposal meeting / site visit will be conducted to fully acquaint Respondents with the facilities, difficulties, and/or restrictions inherent in the services specified. The pre-proposal meeting / site visit will be conducted on the date specified in PART I Section 3- Schedule of Events.
- A. Attendance at the pre-proposal meeting / site visit is optional. Respondents shall sign-in at the pre-proposal meeting to document their attendance. Immediately following the pre-proposal meeting, a site visit tour will be conducted to enable Respondents to assess conditions. The pre-proposal meeting and site visit tour which shall initially begin at:
- Pat Bryson Hall
Brushy Room
201 N Brushy St.
Leander, Texas 78641**
- B. Respondents will be responsible for their own transportation for the site visit tour.
- C. A map for each location will be provided at the pre-proposal meeting.
- D. Respondents are strongly encouraged to bring a copy of the solicitation document with them to the pre-proposal meeting / site visit.
- E. It is the responsibility of the Respondent to examine each facility and determine quantity, amounts, take precise measurements, determine material requirements, equipment requirements, labor requirements and other solicitation related details during said site visits.
6. **RESPONSE DUE DATE:** Appropriately submitted responses are due at or before 3:00 PM, on the due date noted in PART I, Section 3 – Schedule of Events. The Offeror shall respond via the City's electronic bidding platform, Bonfire: <https://leandertx.bonfirehub.com/>
- A. This request for proposal (RFP) does not commit the City to contract for any supply or service.
- B. No paper or submittals outside of Bonfire will be accepted by the City for this solicitation.
- C. Responses cannot be altered or amended after digital opening.
- D. No response can be withdrawn after opening without written approval from the City for an acceptable reason.
- E. The City will not be bound by any oral statement or offer made contrary to the written specifications.
- F. Samples (if applicable) shall be provided at the Respondent's expense and shall become the property of the City.
- G. Late responses will not be permitted nor considered.
7. **SUSPENSION OR DEBARMENT CERTIFICATION:** The provisions of the Code of Federal Regulations 2 CFR part 180 suspension and debarment may apply to this agreement. The City of Leander is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from doing business with the Federal Government, State of Texas, or the City of Leander.
8. **CERTIFICATE OF INTERESTED PARTIES:** Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 "Certificate of Interested Parties" that is signed for a contract award requiring council authorization. The "Certificate of Interested Parties" form must be completed on the Texas Ethics Commission website, printed, signed, and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution. Link to Texas Ethics Commission Webpage: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
9. **EX PARTE COMMUNICATION:** Please note that to insure the proper and fair evaluation of an offer, the City of Leander prohibits ex parte communication (e.g., unsolicited) initiated by the Offeror to the City Official, Employee, City Consultant, or Evaluation Team member evaluating or considering the offers prior to the time an award decision has been confirmed. Communication between an Offeror and the City will be initiated by the appropriate City Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the offer. Ex parte communication may be grounds for disqualifying the offending Offeror from consideration of award in evaluation or any future bid.

**PART II
DEFINITIONS, STANDARD TERMS AND CONDITIONS,
AND INSURANCE REQUIREMENTS**

1. **DEFINITIONS, STANDARD TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the City's Definitions and Standard Terms and Conditions, in effect at the time of release of the solicitation, shall govern unless specifically provided otherwise in a separate agreement or on the face of a purchase order. These can be obtained from the City's website at:
[https://www.leandertx.gov/sites/default/files/fileattachments/finance/page/233/city_of_leander tc 2022 terms and cond updated nov 2022.pdf](https://www.leandertx.gov/sites/default/files/fileattachments/finance/page/233/city_of_leander_tc_2022_terms_and_cond_updated_nov_2022.pdf).

In addition, the Supplemental Terms and Conditions listed in Section III shall also be enforced as part of the contract.

2. **INSURANCE:** The Respondent shall meet or exceed all insurance requirements set forth in Standard Insurance Requirements. The City's Standard Insurance Requirements document can be viewed and downloaded from the City's website at:
https://www.leandertx.gov/sites/default/files/fileattachments/finance/page/233/city_of_leander tc 2022 terms and cond_updated_nov_2022.pdf

**PART III
SUPPLEMENTAL TERMS AND CONDITIONS**

1. **AGREEMENT TERM:** The terms of the awarded agreement shall include but not be limited to the following:
 - A. The term of the Agreement shall begin from date of award and shall remain in full force for sixty (60) months.
 - B. Upon expiration of the contract term, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period as is reasonably necessary to re-solicit and/or complete the project up to 120 days.
2. **RESPONDENT QUALIFICATIONS:** The City has established the following minimum qualifications. Respondents who do not meet the minimum qualifications will not be considered for award. The Respondent shall:
 - A. Be firms, corporations, individuals, or partnerships normally engaged in providing right of way mowing services as specified herein and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City.
 - B. In order to confirm financial stability, the City may choose to review audited financial statements at any time throughout the RFP evaluation process. Upon request, the Respondent shall provide two years audited financial statements, including any notes or supplemental schedules within 2 business days of the original request.
 - C. Be domiciled in or have a home office inside the United States. Respondents domiciled outside the United States, or not having a home office inside the United States will not be included for consideration in this RFP process.
3. **SUBCONTRACTORS:** Respondent shall not subcontract or otherwise engage subcontractors to perform required services. The City seeks to do business directly with a company experienced in right of way mowing services.
4. **SAFETY:** The City reserves the right to remove any employee from City property for violation of federal, state, and local health, safety and environmental laws, ordinances, rules, and regulations. The Respondent shall:
 - A. Ensure that all employees comply with all Occupational Safety and Health Administration (OSHA), State, and City safety and occupational health standards and other applicable federal, state, and local health, safety, and environmental laws ordinances, rules, and regulations in the performance of these services.
 - B. Be held responsible for the safety of their employees and unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site. In case of conflict, the most stringent safety requirement shall govern.
 - C. Indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines penalties and liability of every kind arising from the breach of the Successful Respondents' obligations under this paragraph.
5. **WORKFORCE:** Successful Respondent shall:
 - A. Ensure Respondent's employees perform the services in a timely, professional, and efficient manner.
 - B. Ensure Respondent's employees, while working on City property, wear a company uniform that clearly identifies them as the Respondent's employee.
6. **PRICING:** The Respondent shall determine and submit a fixed cost for the work and shall include all incidental costs, labor, overhead charges, travel, payroll expenses, freight, equipment acquisition and maintenance, demurrage, fuel surcharges, delivery charges, costs associated with obtaining permits, insurance, bonds, and risk management. No separate line-item charges shall be permitted for either response or invoice purposes.
7. **PRICE INCREASE:** Contract prices for right of way mowing services shall remain firm throughout the initial twelve (12) month term of the contract. A price increase to the agreement may be considered on the anniversary date of the Contract each year and shall be equal to the consumer price index for that year, but at no time can the increase be greater than **five percent** for any single line item unless otherwise approved by the City.

- A. **Consumer Price Index (CPI):** Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for all Urban Consumers. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six-month average (January through June OR July through December); and each (January through June OR July through December six month average) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed. The Consumer Price Index (CPI) is found at the Bureau of Labor Statistics, Consumer Price Index website: <http://www.bls.gov/cpi>
- B. **Procedure to Request Increase:**
- i. Mail the written price increase request with the rate detail comparison and comprehensive calculation and any supporting documentation to the City's Purchasing Manager a minimum of 45 days prior to the annual Contract anniversary date. The detailed written calculation will be verified and confirmed. All written requests for increases must include the City of Leander contract number, solicitation reference information and contact information for the authorized representative requesting the increase. Price increase requests shall be sent by mail to:
**City of Leander
Purchasing Department
Attn: Purchasing Manager
105 N. Brushy St.
Leander, TX 78641**
 - ii. Upon receipt of the request, the City reserves the right to accept the escalation and make changes to the purchase order within 30 days of the request, negotiate with the Contractor, or cancel the agreement or purchase order if an agreement cannot be reached on the value of the increase.
8. **ACCEPTANCE/INSPECTION:** Acceptance/Inspection should not take more than five (5) working days. The awarded respondent will be notified within the time frame if the services delivered are not in full compliance with the specifications. In the event the services are not performed to the satisfaction of the City the Contractor shall agree to reperform services to specification at no additional cost to the City. If any agreement or purchase order is cancelled for non-acceptance, the needed services may be purchased elsewhere.
9. **PERFORMANCE REVIEW:** The City reserves the right to review the awarded Contractor's performance anytime during the contract term.
10. **ORDER QUANTITY:** The quantities shown on the solicitation are estimates only. No guarantee of any minimum or maximum purchase is made or implied. The City will only order the services/goods needed to satisfy requirements within budgetary constraints, which may be more or less than indicated.
11. **AWARD:** The City reserves the right to enter into an Agreement or a Purchase Order with a single award, split award, primary and secondary award, non-award, or use any combination that best serves the interest and at the sole discretion of the City. Respondents to the solicitation will be notified when City staff recommendation of award has been made. The award announcement will be posted to the City's website at <https://leandertx.bonfirehub.com/> once City Council has approved the recommendation of award and the agreement has been executed.
12. **POINT OF CONTACT (POC) / DESIGNATED REPRESENTATIVE:**
- A. **Contractor's point of contact:** In order to maintain consistent standards of quality work performed across the City, the City shall be provided with a designated and identified point of contact upon award of the contract to include contact information. The City's designated representative shall be notified by the Respondent immediately should the point of contact change.
 - B. **The City's designated representative:**
**Michael Riley
Assistant Director
Public Works
Phone: 512-528-2781
E-mail: mriley@leandertx.gov**
 - C. Do not contact the individual listed above with questions or comments during the course of the solicitation.

13. INTERLOCAL PURCHASING AGREEMENTS:

- A. The City has entered into Interlocal Agreements with other Governmental agencies pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor may agree to offer the same price and terms and conditions to other eligible agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other government agencies through an interlocal cooperative agreement.

PART IV SCOPE OF WORK

1. **INTRODUCTION AND BACKGROUND:** The City of Leander, herein after “the City” seeks proposals from firms experienced in providing full, turnkey services inclusive of necessary equipment and labor to maintain right-of-way areas on various City roadsides (Services). The Contractor shall provide services to mow right-of-way grass to 2.5 - 4 inches, provide hand trimming and hand edging of curbs, and landscape maintenance within the specified time period(s). Right-of-way areas shall be clearly identified within this solicitation and shall be referred to as “Project Areas.”
2. **SERVICE REQUIREMENTS:** The Contractor shall-
 - A. Provide mowing services on properties located in the City of Leander, Williamson and Travis Counties, Texas:
 - i. Mowing, trimming, and edging along various types of roads with and/or without raised curbs, sidewalks, and medians. (Attachment C - Schedule A).
 - ii. Mowing and trimming in detention and water quality ponds, open lots, and drainage areas with limited edging. (Attachment C - Schedule B).
 - iii. Mowing and trimming in water and wastewater facilities with limited edging (Attachment C - Schedule C).
 - iv. Landscape maintenance (Attachment C - Schedule D).
 - B. Provide the City with an agreed-upon work schedule and check in electronically (text, email, phone call, etc.) with the City POC on days providing Services.
 - C. Obtain and provide all supervision, labor, equipment, services, fuel, oil, incidentals, licenses, permits, notifications, and related items necessary to complete the Services specified herein.
 - D. Furnish all tools, hard hats, safety vests, rubber boots, gloves, transportation to and from the work area, and all other safety materials or devices necessary for workers to perform the work in a safe and orderly manner.
 - E. Provide all traffic control signage in accordance with TXDOT requirements specified in Attachment D.
 - F. Have an on-site Spanish/English bilingual supervisor or team lead at the site any time work is performed with the authority to direct work and respond to crew inquiries about work details or priorities.
 - G. Protect all existing and newly installed work, materials, equipment, improvements, utilities, structures, and vegetation. Any property or incidental damages shall be repaired or replaced by the Contractor to the satisfaction of the City.
 - H. Submit invoice on a monthly basis along with all supporting documentation.
3. **SCHEDULING:** Scheduling details are included in Attachment C. The schedule shall be constructed keeping the following items in mind-
 - A. Services should be scheduled after TXDOT trash pick-up sessions.
 - B. Services will be scheduled in coordination with the end of the wildflower season (approximately mid-February to mid-May), particularly on Ronald Reagan Boulevard. Mowing shall be delayed until mature seeds are set.
 - C. Services are performed Monday through Saturday between the hours of 7:00 AM and 8:00 PM.
4. **EQUIPMENT:** Prior to the start of Services, all equipment may be examined and approved by the City. The City reserves the right to randomly inspect all equipment at any time during the term of the agreement. The following equipment is appropriate for the resulting Contract-
 - A. The City recommends using:
 - i. One to two large mowers (John Deere 5225 or equivalent) with batwing mowing deck.
 - ii. Two to three Scag Cheetah or equivalent mowers with 61” mowing deck.
 - iii. Two (2) backpack blowers.
 - iv. Four (4) powered string trimmers.
 - v. Two (2) trailers to transport mowers and equipment.

- B. All rights-of-way should be mowed with a tractor, brush hog, or similar type of equipment.
- C. All mowers should be equipped with either safety chains or the manufacturer's safety device to prevent mower throwing objects. The chain should be a minimum of 5/16 inches in size and links spaced side by side around the mower's front, sides, and rear.
- D. The maximum cutting widths for rigid frame rotary mowers should be 108 inches.
- E. All mowers shall be kept in good operating condition and should be maintained to provide a clean, sharp cut of vegetation at all times.
- F. Equipment shall not be stored on Project Areas overnight.

5. **MOWING:** The Contractor shall-

- A. Cut grass to a height of 2.5 - 4 inches.
- B. Completely mow Project Areas which will be field verified by available City staff at the initial commencement of Services within 24 hours of the start of mowing of said area. The City recognizes that Ronald Reagan Boulevard will take longer than 24 hours.
- C. Not scalp any vegetation. Scalping is defined by the City as any action resulting in the mowing of any turf area below two and a half inch (2.5") height down to and including the soil.
- D. Take care to prevent discharge of grass clippings or other debris onto paved surfaces such as highways, streets, parking lots, sidewalks, driveways, or onto adjacent properties. Any material so discharged shall be removed immediately prior to proceeding with mowing of other Project Areas.
- E. Upon completion, ensure mowed areas are free of clumped grass, trash, and tire tracks or ruts from the mowing equipment.
- F. Include drainage channels and under bridges in Project Areas and mowed per specification.

6. **TRIMMING:** Trimming work will be **conducted concurrently with mowing** and as follows-

- A. Hand trimmers are to be used to trim around fixed objects in the Project Areas such as guard rails.
- B. Small woody plants must be removed.
- C. If trimming lags behind City may require mowing activity to cease until the trimming is caught up.
- D. Fence lines must be trimmed so that grass does not overhang into right-of-way.

7. **EDGING:** Edging work shall-

- A. Be conducted within 48 hours of mowing.
- B. Hand edgers or trimmers are to be used to edge curb areas such as frontage roads.

8. **REMOVAL OF GRASS CLIPPINGS:** Removal of cut grass from the Project Areas where growth occurred will not be required unless grass is clumped. However, cut grass and debris which falls or is thrown onto the pavement, streets, sidewalks, driveways, or adjacent properties through the action of mowing or the action of the work crew, shall be removed from the area prior to the exit of the work crew from the work site.

9. **LANDSCAPE MAINTENANCE:** Specific to Attachment C – Schedule D, landscape and maintenance tasks shall include the following in addition of mowing-

- A. Removal of trash, litter, and debris within the limits of the contracted area.
- B. Removal of foreign growth such as weeds, thickets, and noxious plants.
- C. Removal of plant material from concrete joints, cracks and from under fences and gates.
- D. Removal of dead plant material.
- E. Upon request or on an as-needed basis, the Contractor should submit a separate quote for replacement of dead plants to the City's point of contact for approval.

- 10. HERBICIDES:** Herbicide shall be permitted within the guidelines of the manufacturer's recommended use.
- 11. DAMAGE:** Damage caused to City, State, Federal, or private property as a result of performance of services shall be remedied at the expense of the Contractor.
- A. The Contractor will inspect all trees, structures, and utilities for existing damage prior to conducting any work activity in the assigned Project Areas. Observed damage is to be documented and disclosed to the City prior to beginning any services.
 - B. Project Areas may be checked for damage by the City prior to commencement of services and randomly during the Contract term. The repair or replacement of trees, structures, and/or utilities shall be at the expense of the Contractor.
 - C. The Contractor shall, at their own expense, carefully protect all trees, structures, and utilities within Project Areas so that there is no damage or utility service loss.
 - D. The City shall be notified immediately of any damage or accidental "knock-over" of street or highway signage.
 - E. Damages shall be documented by memo to the Inspector with a copy to the contract file and Contractor.
 - F. The Contractor shall be responsible for all claims of car or windshield damage as result of performing Services.
 - G. The Contractor will designate a contact person for damage claims.
- 12. SAFETY OF WORK CREW:** Due to the high traffic areas and visibility of work crews from the roadways, safety of the work crews shall include but not be limited to the following:
- A. Contractor's crew shall wear and display proper warning devices (orange or yellow safety vest, flashers, strobe lights and warning signs) in order to ensure both employee and public safety. Crew shall dress and remain dressed in a presentable fashion. Inappropriate dress includes, but is not limited to, bare chest (no shirt), shorts, or the improper use of safety clothing and devices.
 - B. Crew shall wear protective eye and ear wear.
 - C. The Contractor shall be responsible for furnishing all signs and traffic controls as required by TXDOT on Attachment D and make adjustments as required by the City.
 - D. All signs shall be mounted on their own stands and be mounted not less than three feet (3 ft.) from the bottom of the sign to the natural ground line. Each sign shall have two brightly colored safety flags attached to it. It will not be permissible to hang or lean these signs. The signs shall be erected in such a manner that they shall not obstruct the traveling public view of the normal roadway signing.
 - E. All mowers working adjacent to public thoroughfares shall display a slow-moving vehicle emblem affixed to rear of mower.
 - F. All trucks shall display a highly visible, 5-inch in diameter, omni-directional amber flashing light.
- 13. VEHICLE IDENTIFICATION AND PARKING:** Contractor vehicles and personnel shall-
- A. Be licensed and insured for travel on public roads.
 - B. Have the name of the Contractor clearly displayed on each side of the vehicle.
 - C. Park vehicles in areas that do not create potentially hazardous traffic situations.
- 14. COMMUNICATION:** The successful Respondent shall provide communication equipment as necessary to perform the Services. This may include 2-way radios, cellular phones with data plans, electronic tablets, telephone answering devices, email, etc.
- A. The Contractor shall respond to communication requests from the City within three (3) hours during the normal working hours of 7:00 AM to 4:00 PM.
 - B. The Contractor shall make contact with the City on a regular basis, at a time mutually agreed upon by the City and Contractor. This contact is for the purpose of discussing areas to be maintained, Contractor's work schedule for the day/week, areas to be inspected for approval, inclement weather considerations, etc.

15. INSPECTION OF WORK AND WORK RECORD SUMMARY:

- A. The City shall make inspections or re-inspections to ensure the Services performed are completed per the scope of work and in accordance with the time schedules communicated. Upon determination of any violation of the specifications and/or terms of the agreement, the City will request the Contractor cure the unsatisfactory situation, and progress as required until the work is approved or the contract is re-evaluated.
- B. Work Record Summary is a written record detailing the times and locations of when the successful Respondent and employees were on the job site performing Services. A Work Record Summary shall accompany all Invoices and detail dates, times, and locations of when work was completed. Invoices without the supporting Work Record Summary may not be approved for payment.

16. OMISSION: It is the intent of the solicitation and specification to procure complete property landscape maintenance and mowing services as described herein. Any services that have been omitted from this specification which are clearly necessary to complete the work shall be considered a requirement although not directly specified or called for in this document.

17. CITY RESPONSIBILITIES: The City will-

- A. Provide access for Contractor to the sites.
- B. Modify the schedule as needed to meet City requirements.
- C. Appoint a designated City representative.
- D. Monitor and inspect the project areas.
- E. Coordinate all work and scheduling with the Contractor.

**PART V
PROPOSAL PREPARATION INSTRUCTIONS
AND EVALUATION FACTORS**

1. **PROPOSAL ACCEPTANCE PERIOD:** All proposals are valid for a period of one hundred and twenty (120) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal.

2. **PROPOSAL RESPONSE:** Responses shall be clear and concise while appropriately responding to the evaluation criteria listed below in Section 3.

- ☐ A statement of your compliance with all applicable rules and regulations of Federal, State and Local governing entities.
- ☐ List of Exceptions (if any)- Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal by the City. Exceptions to this solicitation if any, shall be submitted on a separate sheet labeled "Exceptions" with the Respondent's proposal.
- ☐ Acknowledge Addenda (if applicable)
- ☐ Attachment A- Reference Sheet
- ☐ Attachment B- Conflict-of-Interest Questionnaire
- ☐ Company Information- which gives in brief, concise terms, a summation of the proposal. Include the following-
- ☐ **Business Organization:** State full name and address of your organization and identify parent company if you are a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate.
- ☐ **Project Management Structure:** Provide a general explanation and chart which specifies project leadership and reporting responsibilities; and interface the team with City project management and team personnel. If use of subcontractors is proposed, identify their placement in the primary management structure, and provide internal management description for each subcontractor.
- ☐ **Authorized Negotiator:** Include the name, email address, and telephone number of the person(s) in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.
- ☐ Segment requirements listed below.

3. **EVALUATION CRITERIA:**

A. **Segment 1 – Respondent's Solution and Program**

- i. **Tab 1 - System Concept and Solution:** Define in detail your understanding of the requirement presented in the Scope of Work of this request for proposal and your solution as well as timeline. Provide all details as required in the Scope of Work and any additional information you deem necessary to evaluate your proposal.
- ii. **Tab 2 - Program:** Describe your plan for accomplishing required work. Include such time-related displays, graphs, and charts as necessary to show tasks, sub-tasks, milestones, and decision points related to the Scope of Work and your plan for accomplishment. As part of your proposal, you must also:
 - a. Provide the City with a proposed annual schedule broken down by weeks to meet City needs.
 - b. Provide the City with your list of landscaping and mowing equipment and any additional safety features for equipment that may be of interest. (Insufficient and/or inadequate equipment as determined by the City may be cause for rejection of an offer.)
 - c. The Contractor's definition of inclement weather and plan to accomplish services in an appropriate manner to meet City needs.
 - d. The points at which written, deliverable reports and/or work record summaries and invoices will be provided.
 - e. Number of employees Contractor will commit per site.

B. Segment 2 – Company Work Experience and Personnel:

- i. **Prior Experience:** State the number of years the Respondent company has been right of way mowing services. Describe only relevant municipal, corporate, and individual experience for the company and personnel who will be actively engaged in the project. Do not include corporate experience unless personnel assigned to this project actively participated. Do not include experience prior to 2014. Supply the project title, year, and reference name, title, present address, and phone number of principal persons for whom prior projects were accomplished.
- ii. **Personnel:** Include names, licensing, qualifications, certifications, and resumes of **all** personnel who will be assigned to the account **including** non-administrative employees. State the primary work assigned to each person and the percentage of time each person will devote to this work. Identify key people by name and title.

C. Segment 3 – Cost Proposal: Information described in the following subsections is required from each Proposer. Your method of costing may or may not be used but should be described. A firm fixed price or not-to-exceed Contract is contemplated.

- i. **Manpower.** Itemize to show each category of personnel with separate hourly rates. This will become part of the resulting Contract.
- ii. **Payment** for all work shall be established by the prices submitted by the Contractor's Bonfire submission.
- iii. **Estimated Annual Total** (not to exceed) listed in Bonfire for acreage. This should include all supplies and materials required to successfully perform the Contract.

4. EVALUATION CRITERIA: The intent of the City is to award to one Respondent in accordance with the evaluation criteria below. The purpose of this evaluation criteria is to determine which responsive and responsible proposal **best meets the requirements and provides the best overall value to the City.**

A. Evaluation Criteria:

Weights:

- | | |
|---|---------------|
| • Respondent's Solution and Program (Segment 1) | 30 pts |
| • Company Work Experience and Personnel (Segment 2) | 30 pts |
| • <u>Cost Proposal (Segment 3)</u> | <u>40 pts</u> |
| Maximum Weight: | 100 pts |

- B. An evaluation committee will be established to evaluate the proposal. The committee will include employees of the City and may include other impartial individuals who are not City employees. The evaluation committee will determine if discussions and/or Best and Final Offers (BAFO) are necessary. Award of a contract may be made without discussions or BAFO, if in the best interest of the City. The evaluation committee may determine that discussions are necessary to clarify or verify a written proposal response. The City may, at its discretion, elect to have respondents provide oral presentations of their proposal. The City reserves the right to rescore an offer based on provided discussions. A request for a BAFO is at the sole discretion of the City and will be requested in writing. The evaluation committee will evaluate the finalists and make a recommendation for award.
- C. The City reserves the right to reject any or all proposals submitted, or to award to the respondent who in the City's opinion, offers the best value to the City. The City also reserves the right to cancel the RFP process and pursue alternate methods for providing the requirements.
- D. The City reserves the right to conduct studies and other investigations as necessary to evaluate any proposal.
- E. The City reserves the right to waive any minor technicality, irregularities, or informalities noted in the submission process. Submission of proposal confers no legal rights upon any Respondent.
- F. The City reserves the right to request further documentation or information and to discuss proposal response with any Respondent in order to answer questions or to clarify any aspects of the proposal.
- G. The City may develop a "short list" of qualified proposal and may determine that the Respondent(s) should submit a Best and Final Offer (BAFO). Each "short listed" Respondent will be given a reasonable opportunity for discussion and revision of their proposal.

5. AGREEMENT NEGOTIATIONS AND AWARD PROCESS:

- A. A proposal presented in response to this RFP is subject to negotiation concerning any issues deemed relevant by the City. The City reserves the right to negotiate any issue with any party at any time.

- B. Any unsolicited communication by the Respondent to a City official, undesignated employee, or an evaluation team member evaluating or considering the offers may be grounds for disqualifying the offending Offeror from consideration of award.
 - C. Submission of proposal indicates the Respondent's acceptance of the evaluation process and recognition that the City may make subjective judgments in evaluating the proposal to determine the best value for the City.
 - D. If negotiations are successful, the City and Respondent may enter into an agreement.
 - E. If negotiations are unsuccessful, the City may formally end negotiations with that Respondent. The City may:
 - i. Select the next most highly qualified Respondent and attempt to negotiate an agreement at fair and reasonable terms, conditions, and cost with that Respondent.
 - ii. The City shall continue this process until an agreement is entered into or all negotiations are terminated.
 - F. The City also reserves the right to reject any or all submittals, or to accept any submittal deemed most advantageous, or to waive any irregularities or informalities in the submittal received.
 - G. An independent signed authorized contract will be sent to the successful Respondent. Execution of a City of Leander contract is required prior to starting work and processing any payments to the awarded Respondent.
6. **POST AWARD MEETING:** The City and the Respondent may schedule a post award meeting to discuss, but not be limited to the following:
- A. Provide City contact(s) information for implementation of the Agreement.
 - B. Identify specific milestones, goals, and strategies to meet objectives.

**ATTACHMENT A
REFERENCE SHEET**

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: _____

RESPONDENT'S NAME: _____ **DATE:** _____

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

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

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

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

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

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

SCHEDULE A

KEY: BR = Benbrook Ranch B-CF = Boulders-Crystal Falls CG = County Glen CS/H = Cold Springs/Hazlewood HP = Horizon Park LR = Lakeline Ranch OR = Oak Ridge MC = Mason Creek NC = North Creek RS = Ridgewood South VR = Vista Ridge WM = Westview Meadows

Map Sheet	Sched.	Ref #	Location	Approx. Area (Acres)	January	February	March	April	May	June	July	August	September	October	November	December	Total Frequencies	Annual Acres
B5	A	1	Amanda's Way - CR 276 to W. City Limit	0.45			1	1	1	1	1	1	1	1		1	9	4.05
A4, B4 & C5, F5	A	2	Bagdad Rd - S City Limit to Spivey	32.41		1	1	2	2	2	2	1	1	1	1	1	15	486.15
C5	A	6	Coulee Dr & Southbrook @ Plain Elem	0.86		1	1	1	1	1	1	1	1	1		1	10	8.60
F5	A	7	CG - Bagdad to Wicklow	0.71		1	1	1	1	1	1	1	1	1		1	10	7.10
E7, E8	A	9	CR 177 - Reagan to City Limit	3.34		1	1	1	1	1	1	1	1	1		1	10	33.40
D6,D7	A	11	CR270 & Winding Oak (500' from Hero)	0.74		1	1	1	1	1	1	1	1	1		1	10	7.40
D6,E6	A	12	Horizon Park - RM 2243 to E Crystal Falls	5.81		1	1	1	1	2	1	1	1	1		1	11	63.91
B5,C5	A	13	CR 276 - N. City Limit to US 183	1.58			1	1	1	1	1	1	1	1		1	9	14.22
B3,B4	A	14	CR 280 - Bagdad to Mesa Vista	7.39			1	1	1	1	1	1	1	1		1	9	66.51
C6	A	16	Halsey from CR 279 to Heritage Grove	2.59			1	1	1	1	1	1	1	1		1	9	23.31
C5	A	17	Heritage Grove - US 183 to Halsey	3.08			1	1	1	1	1	1	1	1		1	9	27.72
A7,B7	A	19	Kauffman Loop - Reagan 500' west	2.21			1	1	1	1	1	1	1	1		1	9	19.89
E6	A	20	Leander Dr - E Crystal Falls to dead end	3.54		1	1	1	1	1	1	1	1	1		1	10	35.40
C3, D3-D5	A	23	Hero Way West - Approx. 940 feet W. of Lakeline to W. City Limits	7.64		1	1	2	2	2	2	1	1	2		1	15	114.60
A7, B7, C7, D7, E7, F7	A	24	Reagan Blvd - Hwy 29 to S City Limits includes around WQ & Detention Ponds at South ed and Booster Station at Reagan's Overlook	115.51					1	2	2	1	2	2	1	1	12	1386.12
C5,C6	B	25	San Gabriel Pkw - Bagdad to CR 270 (Inclduing medians along northline area)	38.19		1	1	1	1	1	1	1	1	1		1	10	381.90
E5,E6	A	26	South side Sonny Dr 183 to Leander Dr	0.60		1	1	2	2	2	2	1	1	2		1	15	9.00
D7,D8,E8	A	104	CR175 - RM 2243 to 1 mile south at future City Limits	3.95			1	1	1	1	1	1	1	1		1	9	35.55
E5,E6,E7	A	105	Crystal Falls Parkway (Hwy 183 to Reagan Blvd.)	12.70		1	2	2	2	2	2	2	2	2	2	1	20	254.00
C6,D6	A	106	Mel Mathis (2243 to SGP)	4.11		1	1	1	2	2	2	1	1	1	1	1	14	57.54
D5,D6,D7	A	107	Hero Way (US 183 to Reagan)	9.29			1	2	2	2	2	1	1	2	1	1	15	139.35
F7,F8	A	108	Journey Parkway (formerly CR179, from Reagan to CR175)	8.68		1	1	2	2	2	2	1	1	2	1	1	16	138.88
E8, F8	A	109	CR175 - CR176 South (City Limits)	4.71			1	2	2	2	2	1	1	2	1	1	15	70.65
F2	A	110	Nameless Road (2,400 lf, from 1431 to southwest corner of PEC substation, east side only)	1.60			1	1	1	1	1	1	1	1		1	9	14.40
D4, E4, E5, F5	A	111	Lakeline Blvd (Mason Ranch to 2243)-REDUCED	10.11		1	1	2	2	1	1	1	1	1	1	1	13	131.43
B4,B5	A	112	Collaborative Way	2.81			1	2	2	2	2	1	1	1	1	1	14	39.34
D5,D6	A	114	RM 2243 (Hwy 183 to M. Mathis Schedule between TXDOT mowing)	1.44			1	1	1	1	1	1	1			1	8	11.52
B6 & C6	A	115 & 116	CR270 (San Gab Pkwy to 1800 ft north & CR270 (1011 Davenport to 213 Beningfield)	3.68		1	1	1	1	1	1	1	1	1		1	10	36.80
D5	A	119	Municipal Drive ROW (Northern Trl-Parks Dept including ROW at Frieze Automotive)	2.38		1	1	2	2	2	2	1	1	2	1	1	16	38.08
F5	A	122	Hernandos Loop (South and East Sides & 125ft on CG)	0.93		1	1	2	2	2	2	2	1	1	1	1	16	14.88
F5	A	123	Hernandos Loop Backlot Alley	0.61		1	1	2	2	2	2	1	1	1		1	14	8.54
F5	A	124	Emerald Isle Drainage Esmt (Weedeater Only)	0.51		1	1	1	2	2	1	1	1	1		1	12	6.12
F5	A	125	2103 Emerald Isle Esmt (Weedeater Only)	0.06		1	1	2	2	2	2	1	1	1		1	14	0.84
D5	A	131	Broade Way	0.65		1	1	2	2	2	2	1	1	1		1	14	9.10
F5	A	132	County Glen (north side)	0.09		1	1	2	2	2	2	1	1	1		1	14	1.26
F5	A	133	County Glen (County Glen south side - both sides of Hernados	0.13		1	1	2	2	2	2	1	1	1		1	14	1.82
D5	A	134	W. Broade St (South of 2243)	1.17		1	1	2	2	2	2	1	1	1		1	14	16.38

SCHEDULE A

KEY: BR = Benbrook Ranch B-CF = Boulders-Crystal Falls CG = County Glen CS/H = Cold Springs/Hazlewood HP = Horizon Park LR = Lakeline Ranch OR = Oak Ridge MC = Mason Creek NC = North Creek RS = Ridgewood South VR = Vista Ridge WM = Westview Meadows

Map Sheet	Sched.	Ref #	Location	Approx. Area (Acres)	January	February	March	April	May	June	July	August	September	October	November	December	Total Frequencies	Annual Acres
D5	A	136	W Broade St. (north of 2243 to North Park Meadows entrance)	1.10		1	1	2	2	2	2	1	1	2		1	15	16.50
D5	A	140	North Bagad Street ROW (north of W. Broade Street)	0.70		1	1	2	2	2	2	1	1	1		1	14	9.80
D5	A	141	Alley east of Brushy Street	0.54		1	1	2	2	2	2	1	1	1		1	14	7.56
A4	A	142	Fawn Drive (Bagdad Rd to 480 ft east)	0.11			1		1	1	1		1		1		6	0.68
A4	A	143	Spivey (south side only, north side owner maintained, Bagdad Rd to 960 ft east)	0.29			1		1	1	1		1		1		6	1.74
A4	A	144	Oak Creek (Bagdad Rd to 540 ft east)	0.44			1		1	1	1		1		1		6	2.66
B4	A	145	Live Oak (Bagdad Rd to 460 feet east)	0.27			1		1	1	1		1		1		6	1.60
F5	A	147	Blueline Drive	0.22		1	1	1	2	1	2	1	1	1		1	12	2.65
D7	A	148	CR 264 east of Reagan	1.53			1		1	1	1		1		1		6	9.18
D7	A	149	Creekview east of Reagan	0.56			1		1	1	1		1		1		6	3.35
C5	A	150	Oak Grove Road north of Heritage Grove	1.25			1	1	1	1	1	1	1	1		1	9	11.28
E7	A	151	Ridgmar Road Entrance (aprox. 1,100 feet from Crystal Falls)	0.94			1	1	1	1	1	1	1	1		1	9	8.47
B7	A	152	Kauffman Loop east of Reagan Blvd (incl. ROW in Annex Area J)	2.77			1	1	1	1	1	1	1	1		1	9	24.89
A7,B7	A	153	CR 267 west of Kauffman Loop (Annex Area I)	0.55			1	1	1	1	1	1	1	1		1	9	4.92
D7	A	154	Winding Oak (500'north of Hero to Airport Rd.)	0.38			1	1	1	1	1	1	1	1		1	9	3.44
E8, F8	A	155	CR175 (Dec 2016 Annexation)	2.91			1	2	2	2	2	1	1	2	1	1	15	43.63
F8	A	156	CR175, south of Trails of Shady Oak incl. median	1.18			1	2	2	2	2	1	1	2	1	1	15	17.69
C6,D6	A	157	CR 270 between Hero Way and SGP	2.40		1	1	1	1	1	1	1	1	1		1	10	24.01
B7	A	158	CR268 East of Reagan, south of Kauffman	2.63		1	1	1	1	1	1	1	1	1		1	10	26.25
D4, D5,	A	159	Hero Way West from Approx. 940 feet W. of Lakeline to US 183	9.79		1	1	2	2	2	2	1	1	2		1	15	146.85
E8	A	160	CR 176 from CR 175 to E. City Limits	1.72		1	1	2	2	2	2	1	1	2	1	1	16	27.54
E8	A	161	CR 175/Old CR 175	7.55		1	1	2	2	2	2	1	1	2	1	1	16	120.80
C7	A	163	CR 274 from Ronald Reagan to dead end	1.05		1			1	2	2	1	2	2	1	1	13	13.65
E4, E5	A	164	Old Quarry Rd from Bagdad to Approx. 200' East of Lakeline	2.51			1	1	1	1	1		1		1		7	17.54
E5	A	165	Powell & Horseshoe ROW	1.68		1	1	2	2	2	2	1	1	1		1	14	23.52
D3	A	166	CR 290 from RM 2243 to City Limits	0.31		1	1	2	2	2	2	1	1	2		1	15	4.62
D5, E5	B	174	South West Drive (Lion Dr to Horshoe Dr)_Only on west side ROW	0.81		1	1	1	1	1	1	1	1	1		1	10	8.10

TOTAL ANNUAL ACRES, SCHEDULE A = 4,299.00

SCHEDULE B

KEY: BR = Benbrook Ranch B-CF = Boulders-Crystal Falls CG = County Glen CS/H = Cold Springs/Hazlewood HP = Horizon Park LR = Lakeline Ranch OR = Oak Ridge MC = Mason Creek NC = North Creek RS = Ridgewood South VR = Vista Ridge WM = Westview Meadows

Map Sheet	Sched.	Ref #	Location	Approx. Area (Acres)	January	February	March	April	May	June	July	August	September	October	November	December	Total Frequencies	Annual Acres
F5,F6	B	8	East CG Abandoned ROW	0.47		1	1	1	1	1	1	1	1	1		1	10	4.70
F5	B	21	City Entry Monument Hwy 183 by RR	0.29			1	1	1	1	1	1	1	1		1	9	2.61
E5	B	27	West Dr at Mason Cr Sidewalk at Creek	5.51			1	1	1	1	1	1	1	1		1	9	49.59
C5	B	28	BR Halsey Dr Pond 1	8.62		1	1	1	1	1	1	1	1	1		1	10	86.20
C5	B	30	BR NE Channel - McCallum to SGP	1.90		1	1	1	1	1	1	1	1	1		1	10	19.00
C5	B	31	BR N Washburn Channel	1.40		1	1	1	1	1	1	1	1	1		1	10	14.00
C5	B	32	BR N SE Channel	2.51		1	1	1	1	1	1	1	1	1		1	10	25.10
C5	B	33	BR N Halsey Channel- North Half	0.43		1	1	1	1	1	1	1	1	1		1	10	4.30
C5	B	34	BR N Halsey Channel - South Half	0.49		1	1	1	1	1	1	1	1	1		1	10	4.90
C5	B	35	BR Middlebrook Pond	1.93		1	1	1	1	1	1	1	1	1		1	10	19.30
D5	B	36	BR Rubles Court Pond	0.64		1	1	1	1	1	1	1	1	1		1	10	6.40
F5	B	37	B-CF - Pond&/Channel 1900 Wildfire	1.17		1	1	1	1	1	1	1	1	1		1	10	11.70
F5	B	38	B-CF Co Glen GST	6.54		1	1	1	1	1	1	1	1	1		1	10	65.40
F5	B	39	B-CF - Sedona Dr	1.42		1	1	1	1	1	1	1	1	1		1	10	14.20
F5	B	40	B-CF Starr Pass Pond	0.26			1	1	1	1	1	1	1	1		1	9	2.34
F7	B	41	CS/H Base of Dam, Access Esmt & Pond	10.82			1	1	1	1	1	1	1	1		1	9	97.38
D5	B	42	E Willis Alley Ditch	0.56			1	1	1	1	1	1	1	1		1	9	5.04
F6	B	43	HP Sec, Lot 15	10.02			1	1	1	1	1	1	1	1		1	9	90.18
E6,F6	B	44	HP Sec 2, Lot 31 - CF to Mockingbird	3.51			1	1	1	1	1	1	1	1		1	9	31.59
F5	B	45	LR - 2640 Lakeline	1.05			1	1	1	1	1	1	1	1		1	9	9.45
F5	B	47	LR - Kettering @ Bagdad	4.36		1	1	1	1	1	1	1	1	1		1	10	43.60
F5	B	48	LR - S end Tumbling River	2.21		1	1	1	1	1	1	1	1	1		1	10	22.10
E5	B	50	MC - 1810 Mason Cr	2.19			1	1	1	1	1	1	1	1		1	9	19.71
E5	B	51	MC Cr - 1501 Bagdad	2.85			1	1	1	1	1	1	1	1		1	9	25.65
E5	B	52	MC - E of Moonglow	0.44			1	1	1	1	1	1	1	1		1	9	3.97
E5	B	53	Woods @ MC - E of Moonglow Lot 18	0.86			1	1	1	1	1	1	1	1		1	9	7.78
E5	B	54	Woods @ MC - E of Moonglow Lot 11	0.61			1	1	1	1	1	1	1	1		1	9	5.49
E5,F5	B	55	MC Laurel-Parkwood Backlot	0.50			1	1	1	1	1	1	1	1		1	9	4.50
D5	B	56	MC N Backlot Channel Em Rose N	0.58		1	1	1	1	1	1	1	1	1		1	10	5.80
E5	B	57	MC N Backlot Channel Em Rose Bent	0.86		1	1	1	1	1	1	1	1	1		1	10	8.60
D5	B	58	MC Backlot Channel Northern-Bentwood N	0.36			1	1	1	1	1	1	1	1		1	9	3.24
E5	B	59	MC Backlot Channel Northern-Bentwood S	0.51			1	1	1	1	1	1	1	1		1	9	4.59
E5	B	60	MC Tamarac Tr Channel	6.93			1	1	1	1	1	1	1	1		1	9	62.37
E5	B	61	MC Sect 1, Blk Q, Lot 1	0.33			1	1	1	1	1	1	1	1		1	9	2.97
E5	B	62	MC Sec 1 Blk R, Lot 1	0.53			1	1	1	1	1	1	1	1		1	9	4.77
F6	B	63	Mockingbird Channel	1.53		1	1	1	1	1	1	1	1	1		1	10	15.30
D5	B	64	NC Sparkling Brook Sec 3a, Blk 1, Lot 5	1.17		1	1	1	1	1	1	1	1	1		1	10	11.70
D5	B	65	NC Waterfall/Rio Bravo Pond	2.45		1	1	1	1	1	1	1	1	1		1	10	24.50
D4,D5	B	66	NC Sec 1 Det Pond-Riverway to Deercreek	2.06			1	1	1	1	1	1	1	1		1	9	18.54
D4	B	67	NC Sec 2 Pond - Deercreek to Sunnbybrook	1.52			1	1	1	1	1	1	1	1		1	9	13.68
D4	B	68	NC Sec 2 Open Space - W of Sunnbybook	0.12			1	1	1	1	1	1	1	1		1	9	1.08

SCHEDULE B

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Map Sheet	Sched.	Ref #	Location	Approx. Area (Acres)	January	February	March	April	May	June	July	August	September	October	November	December	Total Frequencies	Annual Acres
D4	B	69	NC Sec 3D @ Devine Lake Park Entrance	3.45		1	1	1	1	1	1	1	1	1		1	10	34.50
D4,D5	B	70	NC Sec 3F @ Devine Lake Park Entrance	1.95		1	1	1	1	1	1	1	1	1		1	10	19.50
D5	B	71	NC Estates Caballero/San Vicente Pond	4.87		1	1	1	1	1	1	1	1	1		1	10	48.70
D5	B	72	Old Town Village, Lots 11, 12, Pond, Open lot along W Broade St	3.04		1	1	1	1	1	1	1	1	1		1	10	30.40
E6,F6	B	73	Pleasant Hill Elementary Electric Esmt	0.75		1	1	1	1	1	1	1	1	1		1	10	7.50
E5	B	74	Richter Chanel - Leander Hts	2.40		1	1	1	1	1	1	1	1	1		1	10	24.00
E5	B	75	Richter Chanel - Leander Hts (continued)	0.56		1	1	1	1	1	1	1	1	1		1	10	5.60
E6,F6	B	76	RS Downridge/Mockingbird Pond	0.49		1	1	1	1	1	1	1	1	1		1	10	4.90
F6	B	77	RS Vintage Channel N	1.28		1	1	1	1	1	1	1	1	1		1	10	12.80
F6	B	78	RS Vintage Channel S	0.89		1	1	1	1	1	1	1	1	1		1	10	8.90
F6	B	79	RS Vintage Pond	0.57		1	1	1	1	1	1	1	1	1		1	10	5.70
E6	B	80	RS Channel @ ECFP	0.43		1	1	1	1	1	1	1	1	1		1	10	4.30
E6,F6	B	81	RS Rutherford/St Helena Channel	1.37		1	1	1	1	1	1	1	1	1		1	10	13.70
E6	B	82	RS Rutherford/St Helena Ponds	1.50		1	1	1	1	1	1	1	1	1		1	10	15.00
F6	B	83	RS Calistoga Channels & Ponds	4.06		1	1	1	1	1	1	1	1	1		1	10	40.60
F6	B	84	RS Calistoga Abandoned LS11	0.17		1	1	1	1	1	1	1	1	1		1	10	1.70
E6	B	85	RS Vintage Backlot Channel	0.98		1	1	1	1	1	1	1	1	1		1	10	9.80
E6	B	86	RS Vintage Backlot Channel (Cont)	0.10		1	1	1	1	1	1	1	1	1		1	10	1.00
D4	B	87	VR Baranco Way Pond & Irr. Field	5.98		1	1	1	1	1	1	1	1	1		1	10	59.80
D5,E5	B	88	VR Bledsoe Ponds	4.09		1	1	1	1	1	1	1	1	1		1	10	40.90
D5	B	89	WM Pond Phase 1	4.19		1	1	1	1	1	1	1	1	1		1	10	41.90
D5	B	90	WM Pond Phase 2	2.96		1	1	1	1	1	1	1	1	1		1	10	29.60
E5	B	91	WM - Morgan Dr Pond & Channel	3.48		1	1	1	1	1	1	1	1	1		1	10	34.80
D4,D5	B	92	Westwood Candlelight Dr Pond	7.08		1	1	1	1	1	1	1	1	1		1	10	70.80
F5	B	93	Boulders - Bagdad Pond	3.03		1	1	1	1	1	1	1	1	1		1	10	30.30
E5	B	94	MC (1810 Mason Cr.)	1.01			1	1	1	1	1	1	1	1		1	9	9.09
E5	B	95	MC (1810 Mason Cr.)	0.83			1	1	1	1	1	1	1	1		1	9	7.47
E5	B	98	MC Greening Way Channel at Primrose	0.13		1	1	1	1	1	1	1	1	1		1	10	1.30
D5	B	120	701 Municipal (Big Lot)	3.70		1	1	1	1	1	1	1	1	1		1	10	37.00
D5	D	137	Public Works Mowing	0.49		1	2	2	1	2	2	1	1	2	1	1	16	7.84
D5	A	135	Abandoned ROW (W. Broade to 2243)	0.33			1	1	1	1	1	1	1	1			8	2.64
D6	B	167	Hero Way West Ponds A & B	1.39		1	1	1	1	1	1	1	1	1	1	1	11	15.29

TOTAL ANNUAL ACRES, SCHEDULE B = 1,551.00

SCHEDULE C

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Map Sheet	Sched.	Ref #	Location	Approx. Area (Acres)	January	February	March	April	May	June	July	August	September	October	November	December	Total Frequencies	Annual Acres
F5	C	113	Odor Control Station #12 at Muldeer Run including approach driveway	0.44	1	1	1	1	1	1	1	1	1	1	1	1	12	5.28
F5	C	117	Crystal Falls Complex Crystal Falls Complex - EST #1,GST #1	2.17	1	1	1	1	1	1	1	1	1	1	1	1	12	26.04
F5	C	126	Kettering Line Easement (Bagdad to east end)	0.36		1	1	1	1	1	1	1	1	1		1	10	3.6
F3	C	127	Durango Hills ROW (South Side, front of WRP & Pond Walls) and Interior of Travisso WWTP	0.79	1	1	2	2	2	2	2	2	2	2	1	1	20	15.8
F3	C	128	Travisso Pond Interior incl RWPS	1.26		1	1	2	2	2	2	2	2	2	1	1	18	22.68
F3	C	129	Durango Hills ROW (north side)	0.47		1	2	2	2	2	2	2	2	2	1	1	19	8.93
F3	C	130	Travisso Future Pond Site (Mow after vegetation is established)	7.32		1	1	1	2	2	1	1	1	1	1	1	13	95.16
F5	C	146	Terminus GST #4 / Terminus PS #2 Complex including Kettering Backlot	1.65	1	1	1	1	1	1	1	1	2	1	1	1	13	21.45
D6	C	162	RM2243 WWTP Complex including the approach driveway and RM2243 Frontage	6.30	1	1	1	2	2	1	1	1	2	1	1	1	15	94.5
B4	C	168	280 Elevated Storage Tank (EST #2)	2.35	1	1	2	2	2	2	1	1	2	2	1	1	18	42.3
A7	C	169	Kaufmann Loop EST	1.46	1	1	2	2	2	2	1	1	2	2	1	1	18	26.28
D5	C	170	Lion Drive removed PS Location	0.17	1	1	1	1	1	1	1	1	1	1	1	1	12	2.04
E5	C	171	Northwest Booster Pump Station	0.33	1	1	1	1	1	1	1	1	1	1	1	1	12	3.96
C7	C	172	San Gabriel East Pump Station Complex	1.22	1	1	2	2	2	2	1	1	2	2	1	1	18	21.96
F3	C	173	Travisso Booster Pump Station	0.31	1	1	2	2	2	2	1	1	2	2	1	1	18	5.58

TOTAL ANNUAL ACRES, SCHEDULE C =	396.00
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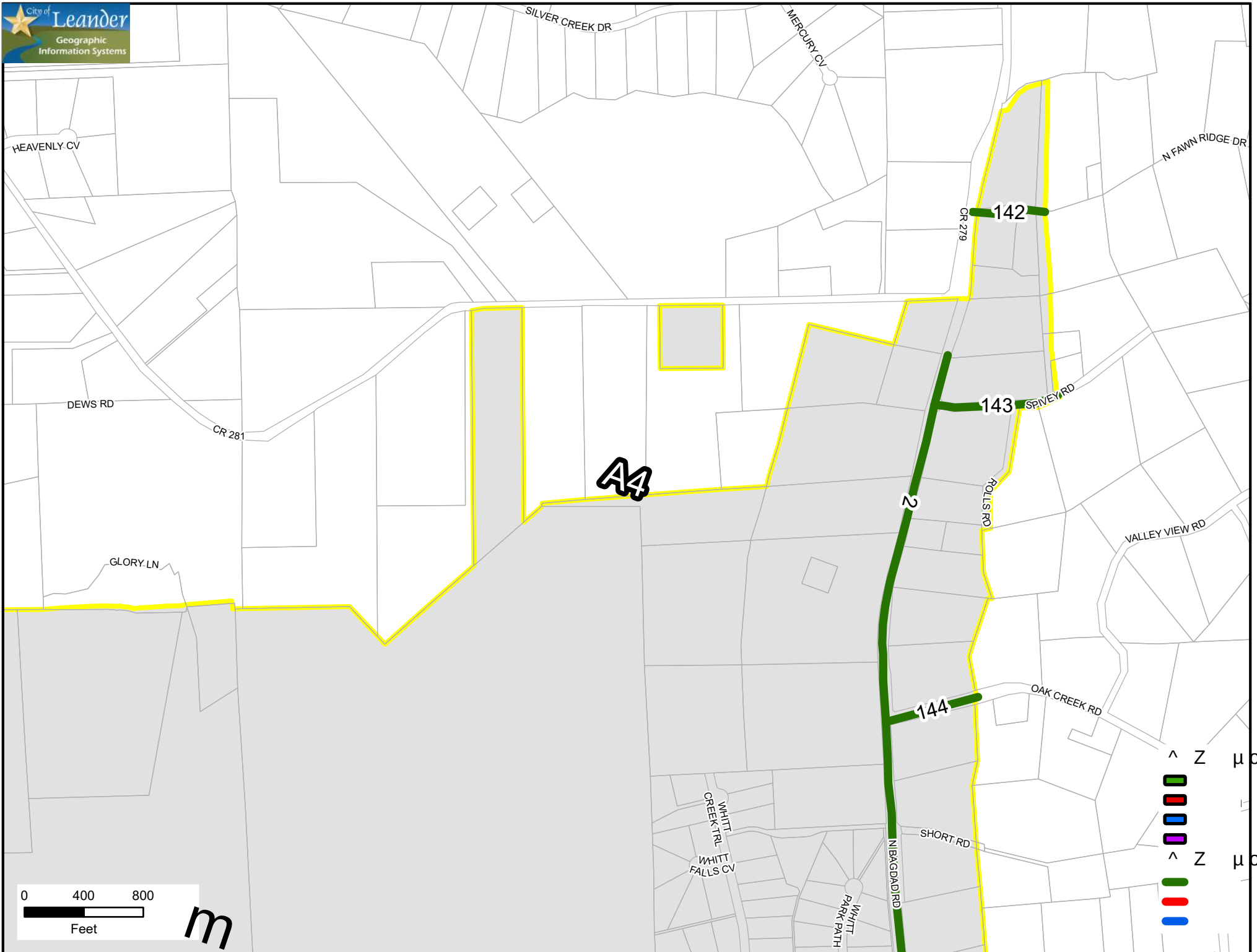
SCHEDULE D

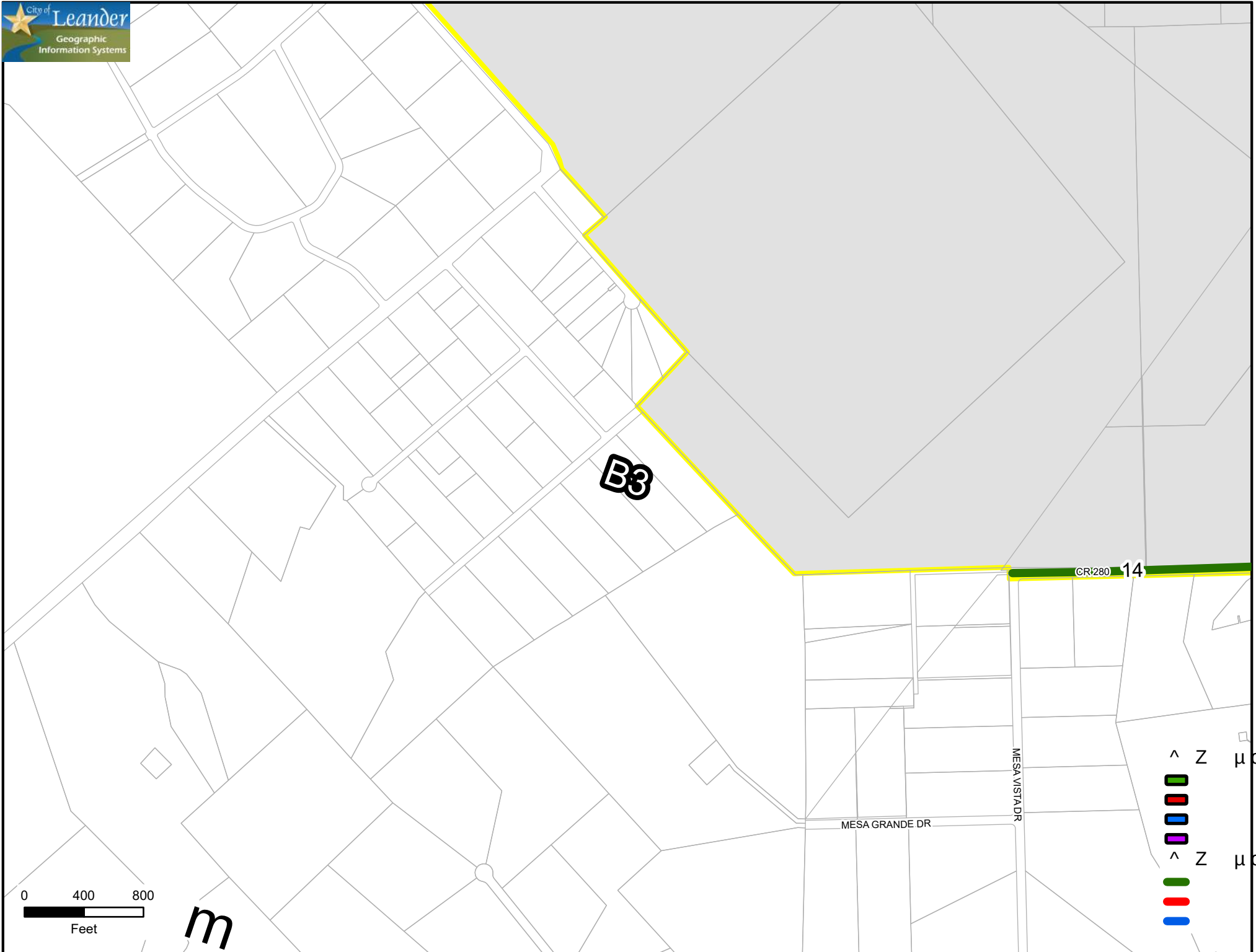
KEY: BR = Benbrook Ranch B-CF = Boulders-Crystal Falls CG = County Glen CS/H = Cold Springs/Hazlewood HP = Horizon Park LR = Lakeline Ranch OR = Oak Ridge MC = Mason Creek NC = North Creek RS = Ridgewood South VR = Vista Ridge WM = Westview Meadows

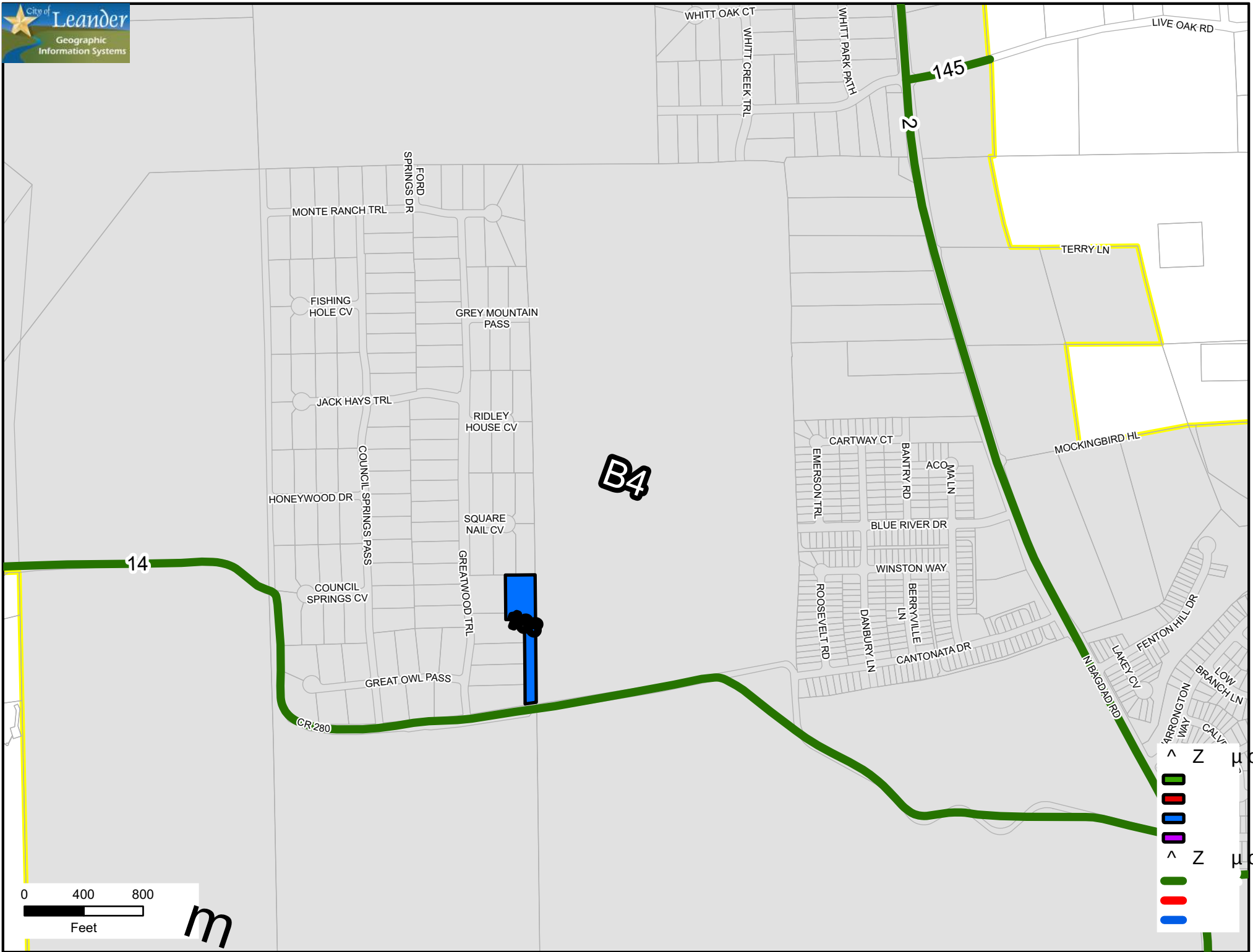
Map Sheet	Sched.	Ref #	Location	Approx. Area (Acres)	January	February	March	April	May	June	July	August	September	October	November	December	Total Frequencies	Annual Acres
E5,E6,E7	D	105	Crystal Falls Parkway (Hwy 183 to Reagan Blvd.)-- Medians Landscape Maintenance (See Sch A for ROW Mowing)--See notes below	3.97		1	2	2	2	2	2	2	2	2	2	1	20	80.00

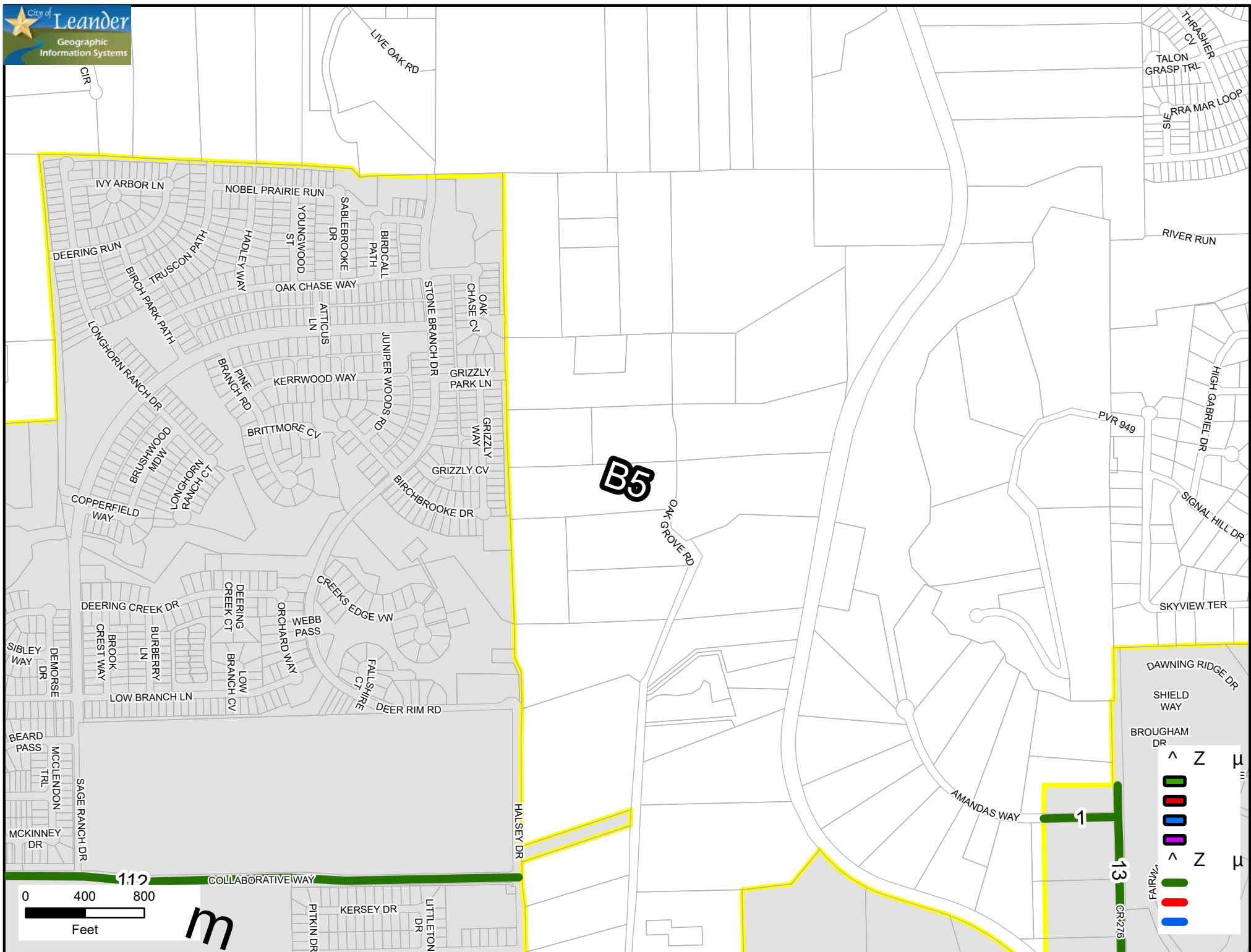
TOTAL ANNUAL ACRES, SCHEDULE D =	80.00
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Notes:
1) City will clear all unwanted brush and trees and repair granite and gravel section as needed. Selected contractor will be responsible for regular maintenance and upkeep once City completes its work.
2) City will inform or coordinate with the selected contractor to start their regular landscape maintenance work.
3) Contractor will be responsible for mowing, weeding, tree trimming to maintain the Landscape. Contractor will also be responsible for preventing foreign growth such as weeds, thickets and noxious plants in Gravel and Granite beds

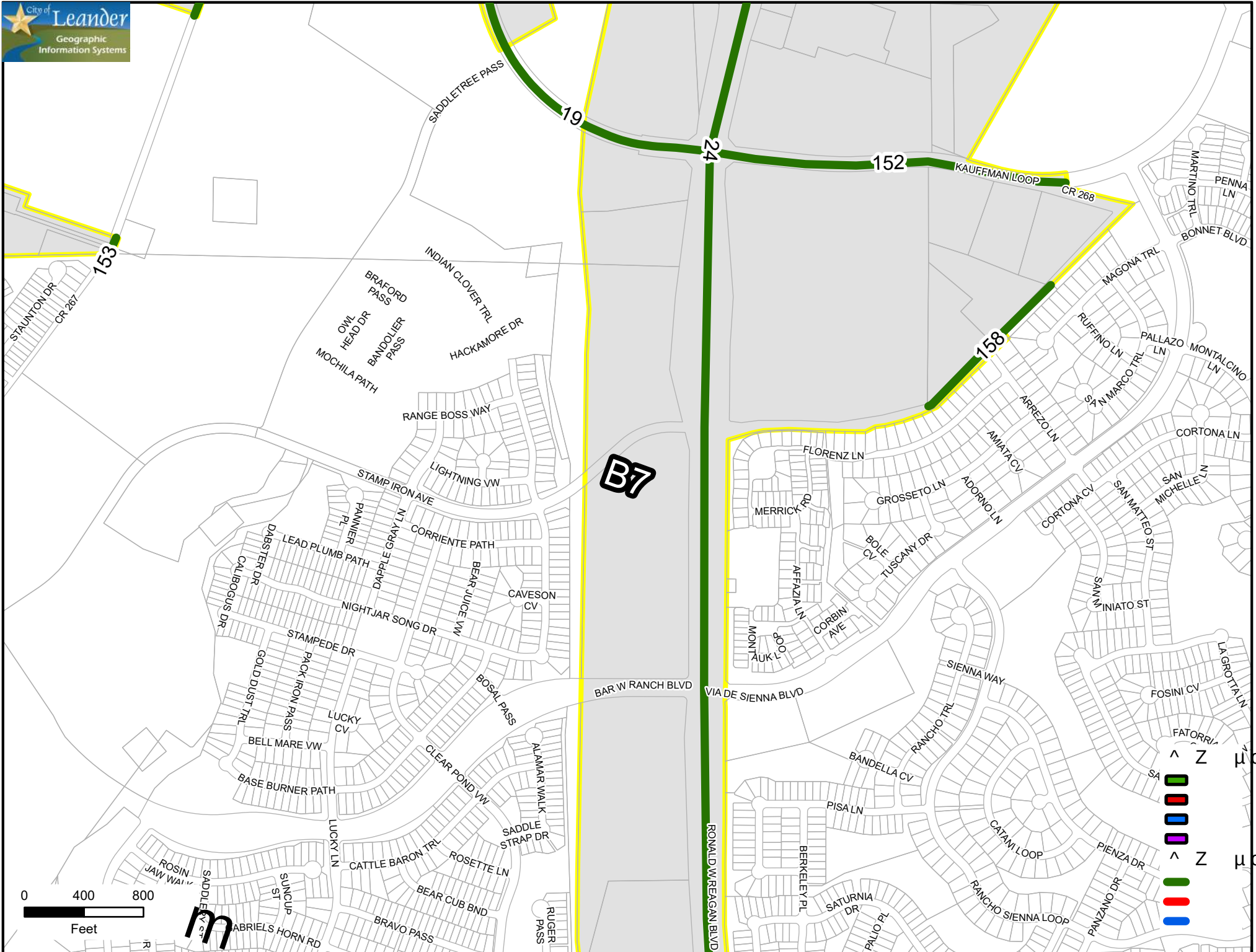


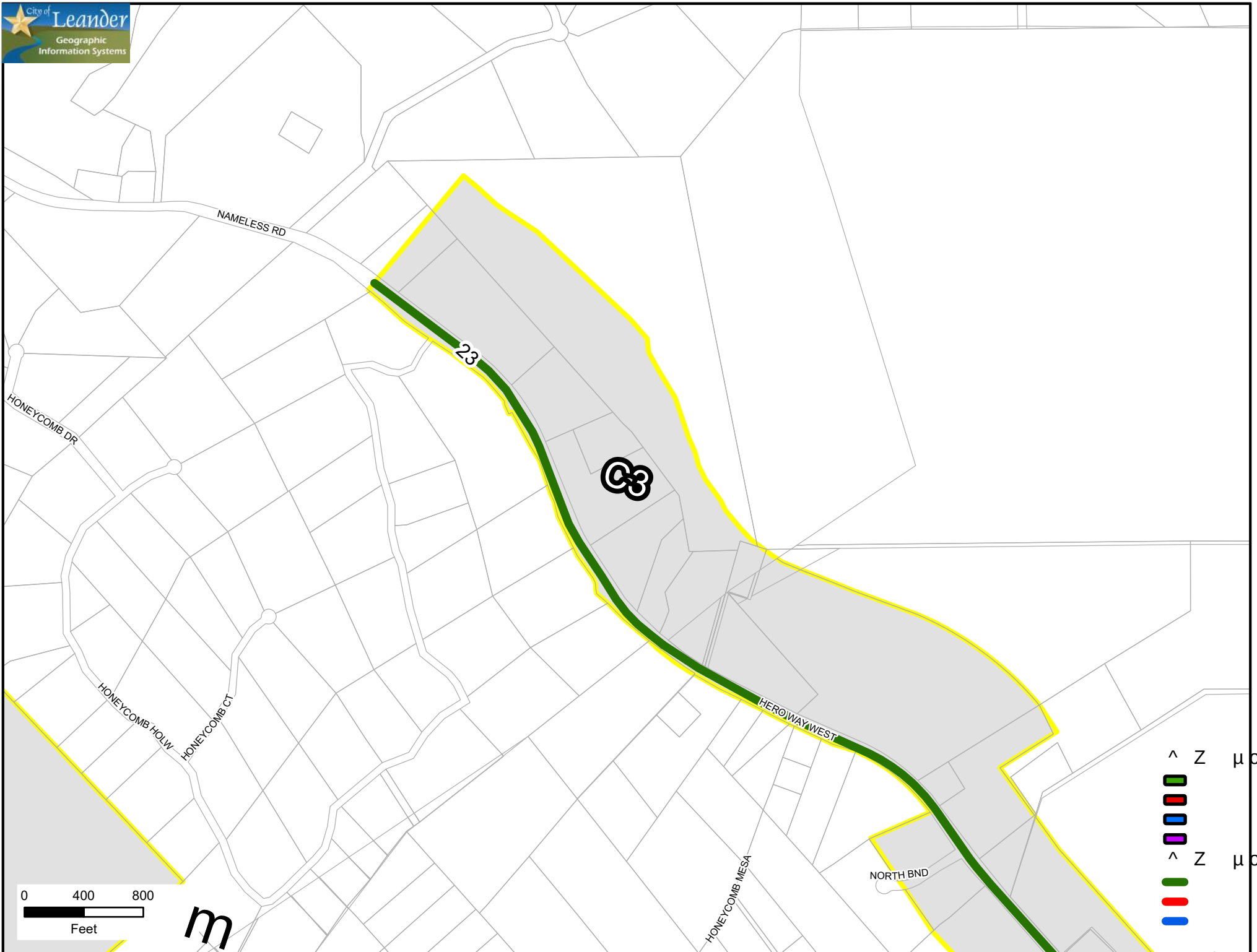


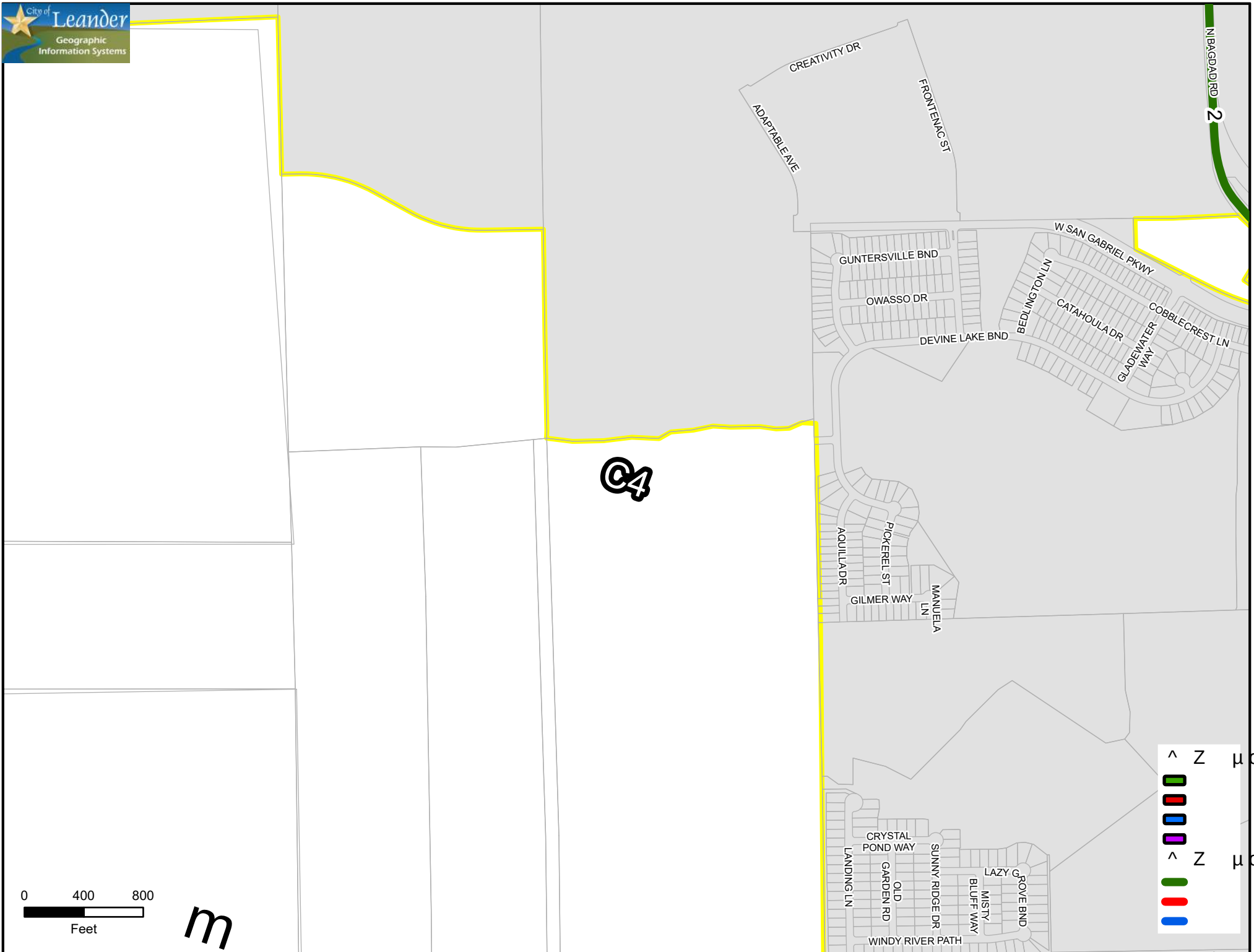


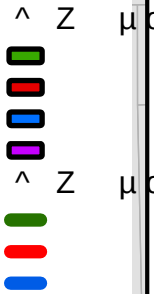
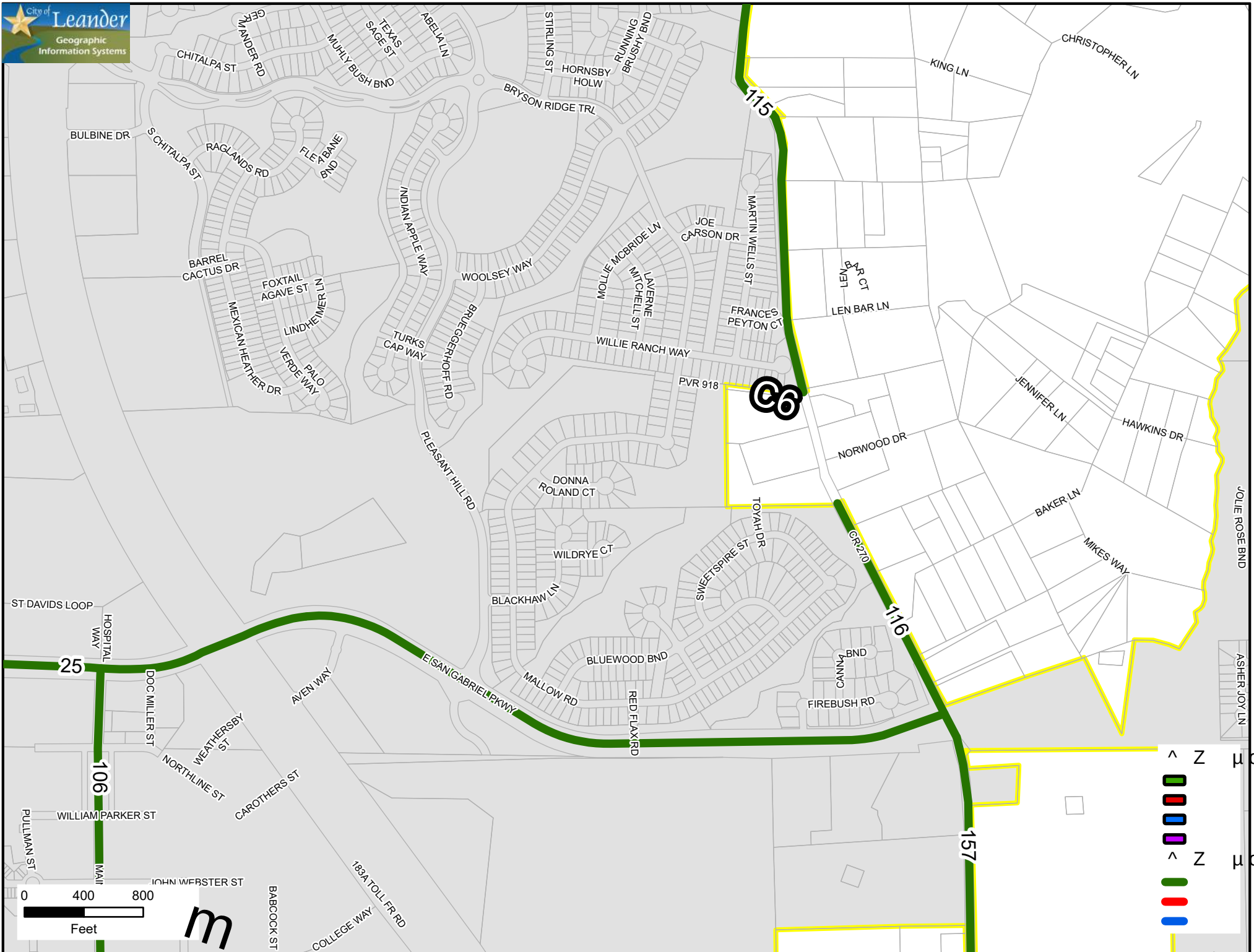


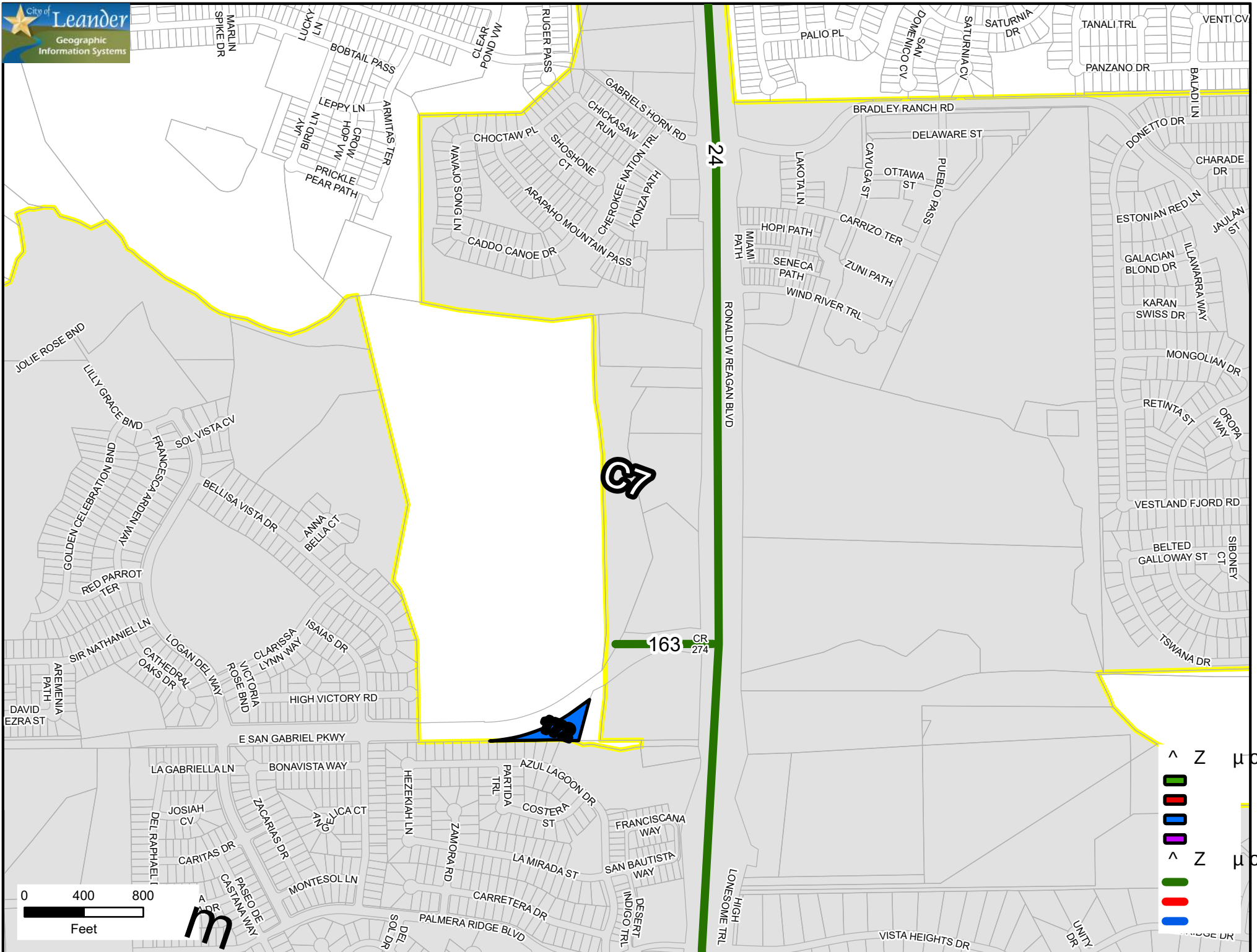


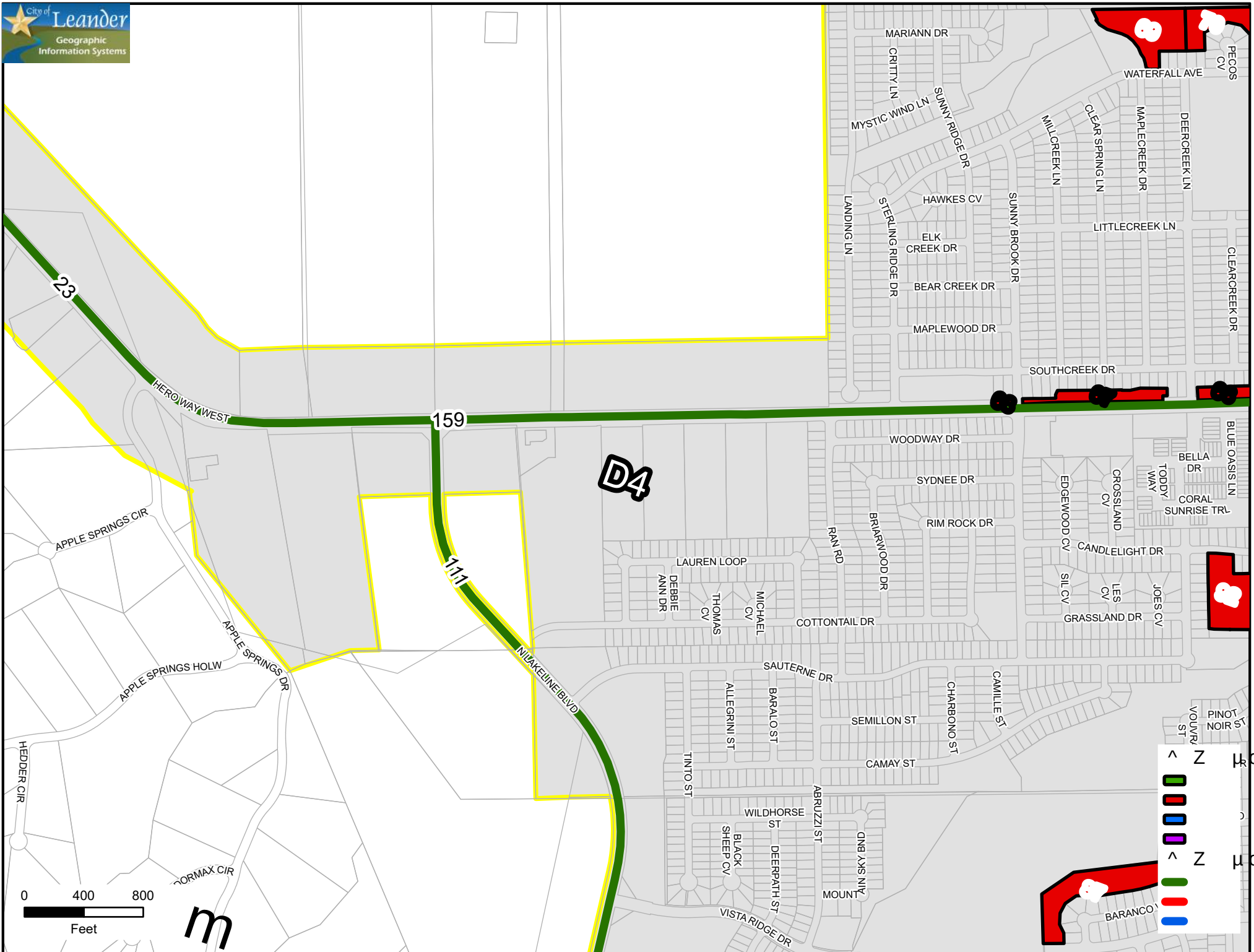


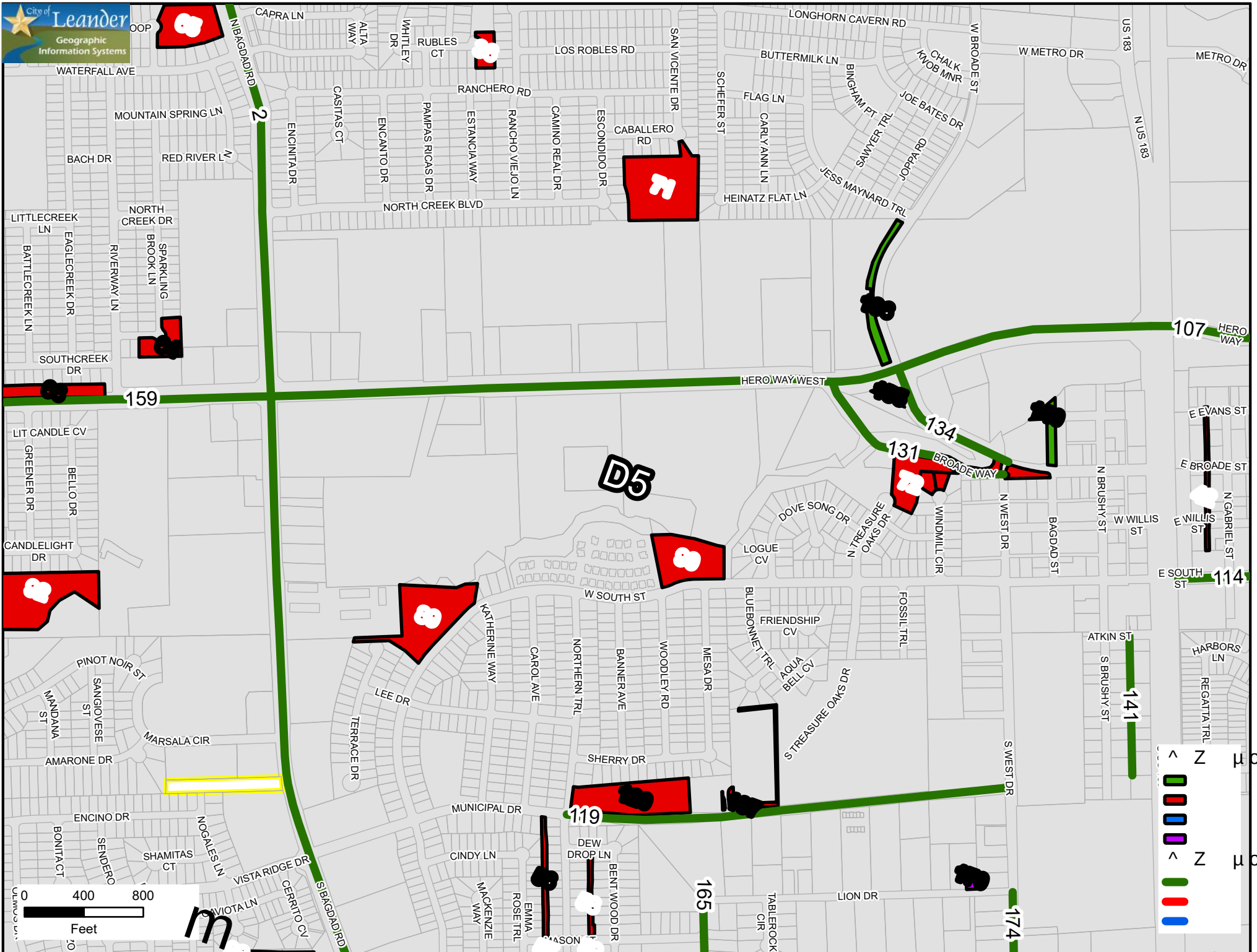


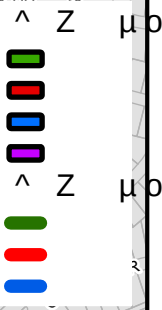
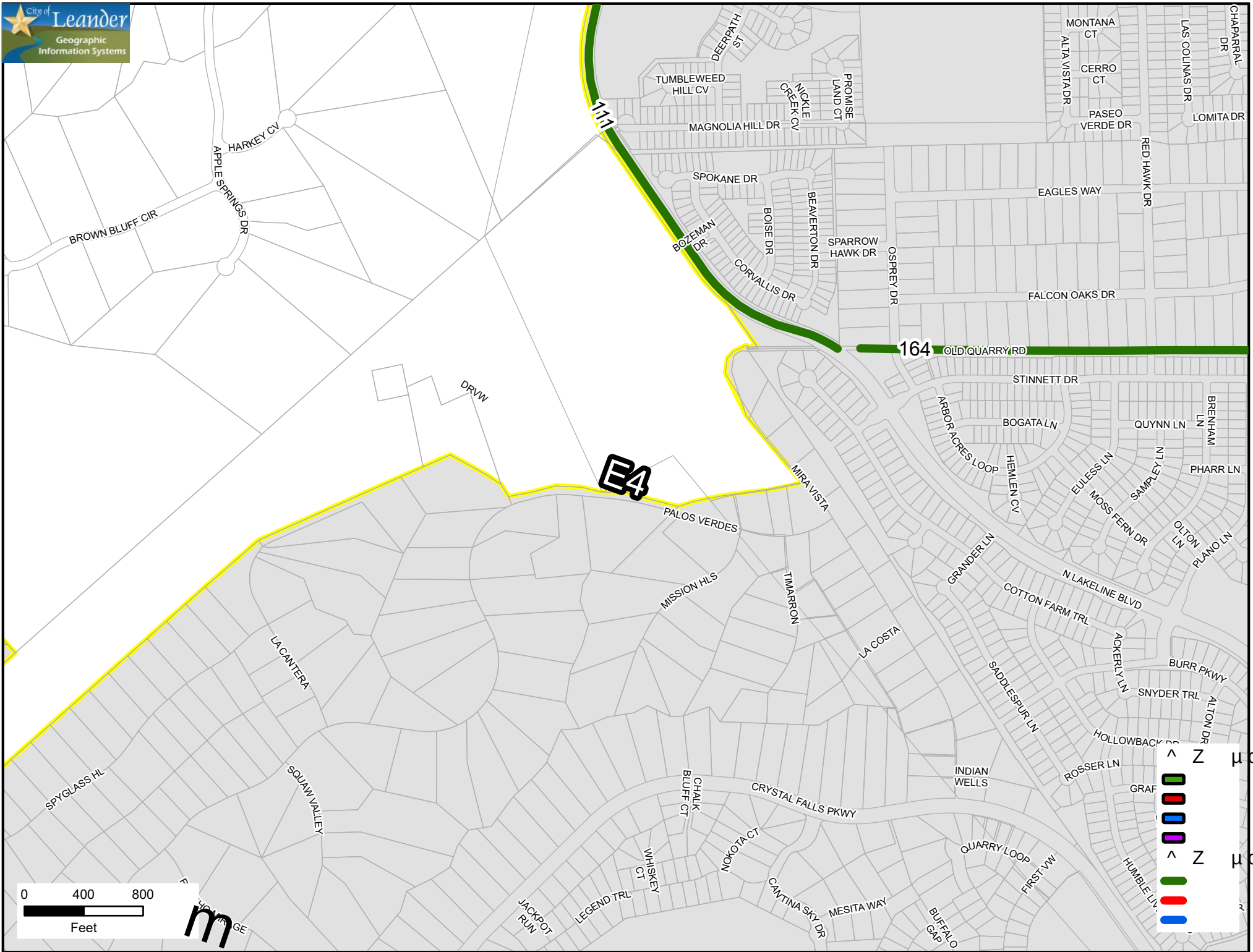


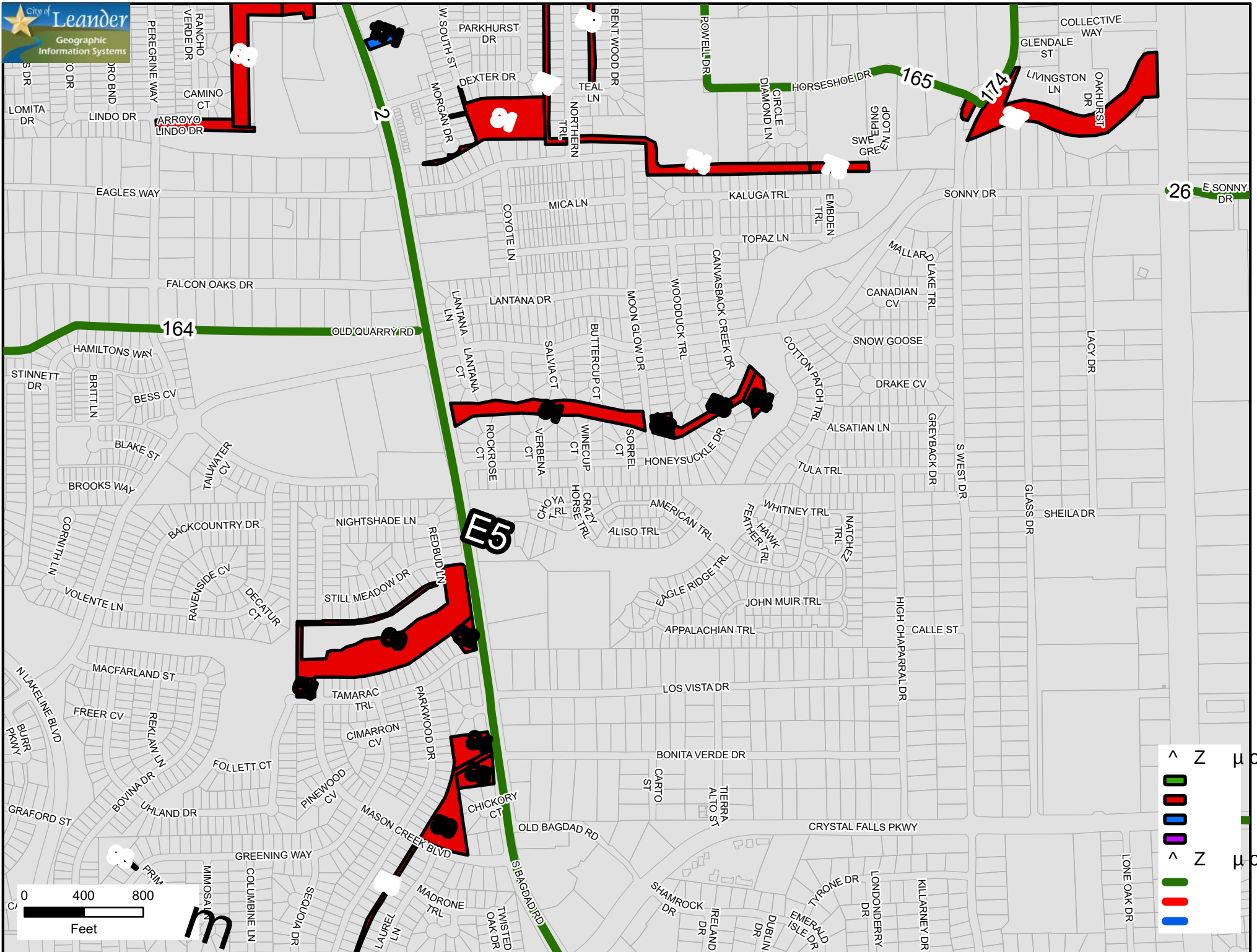




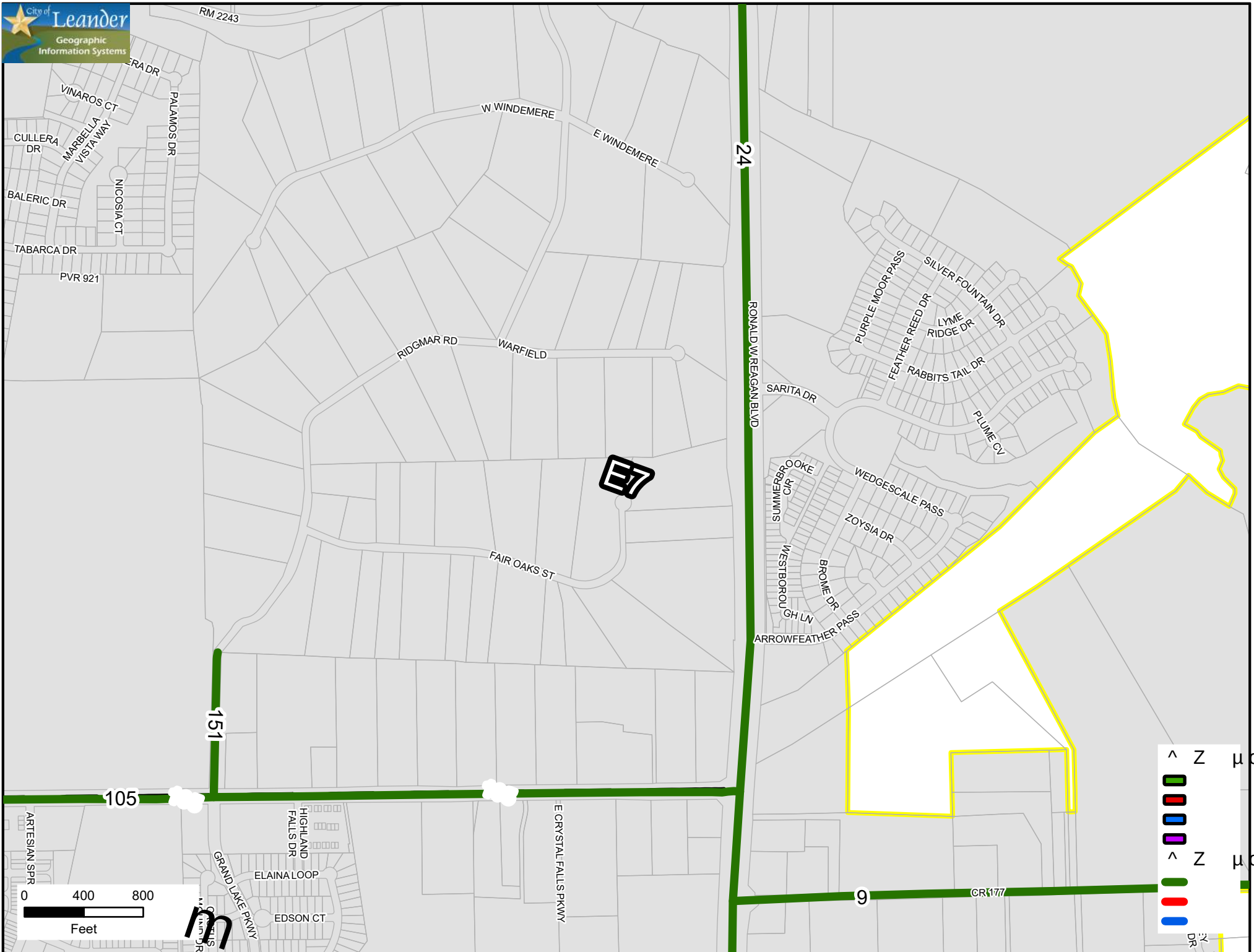


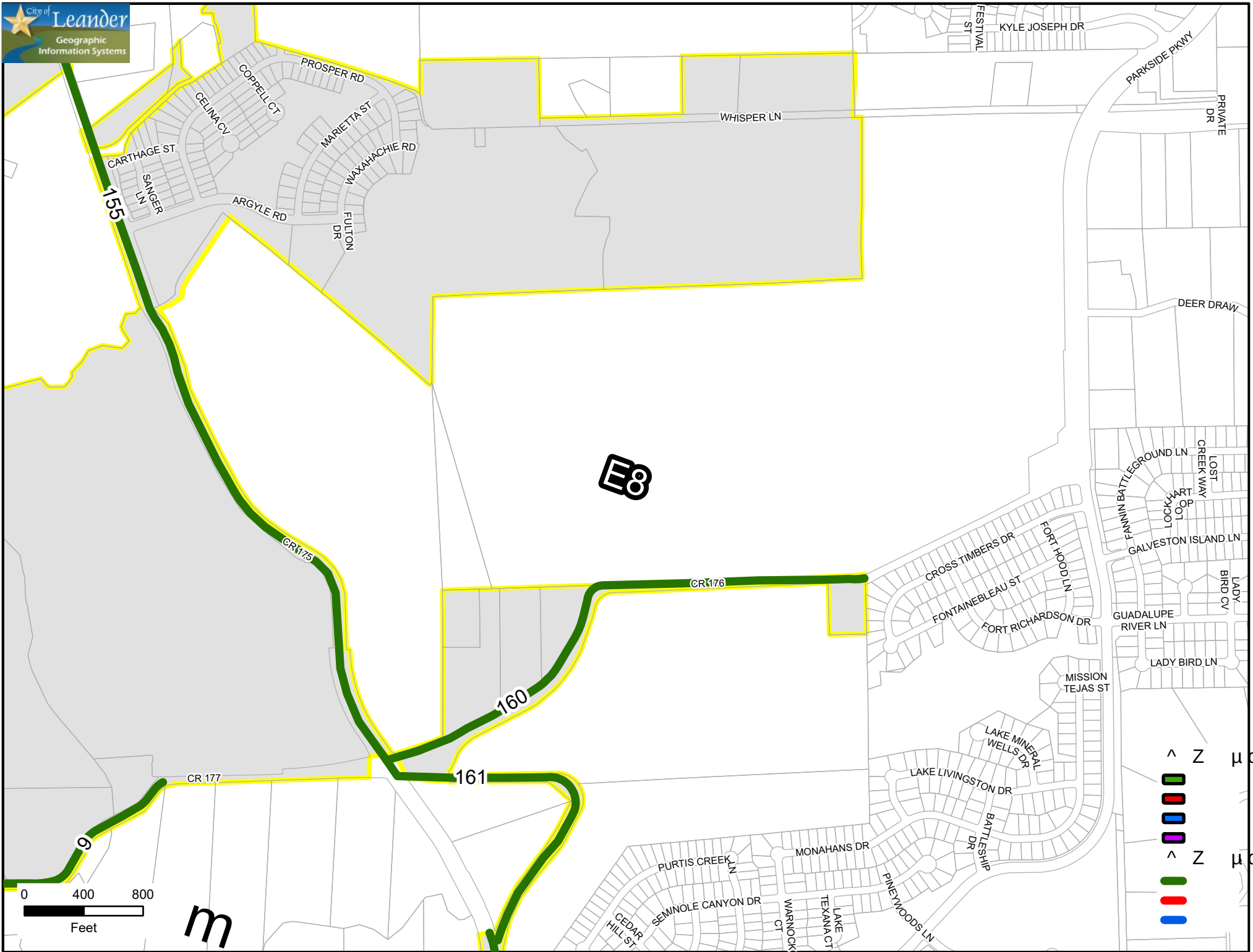


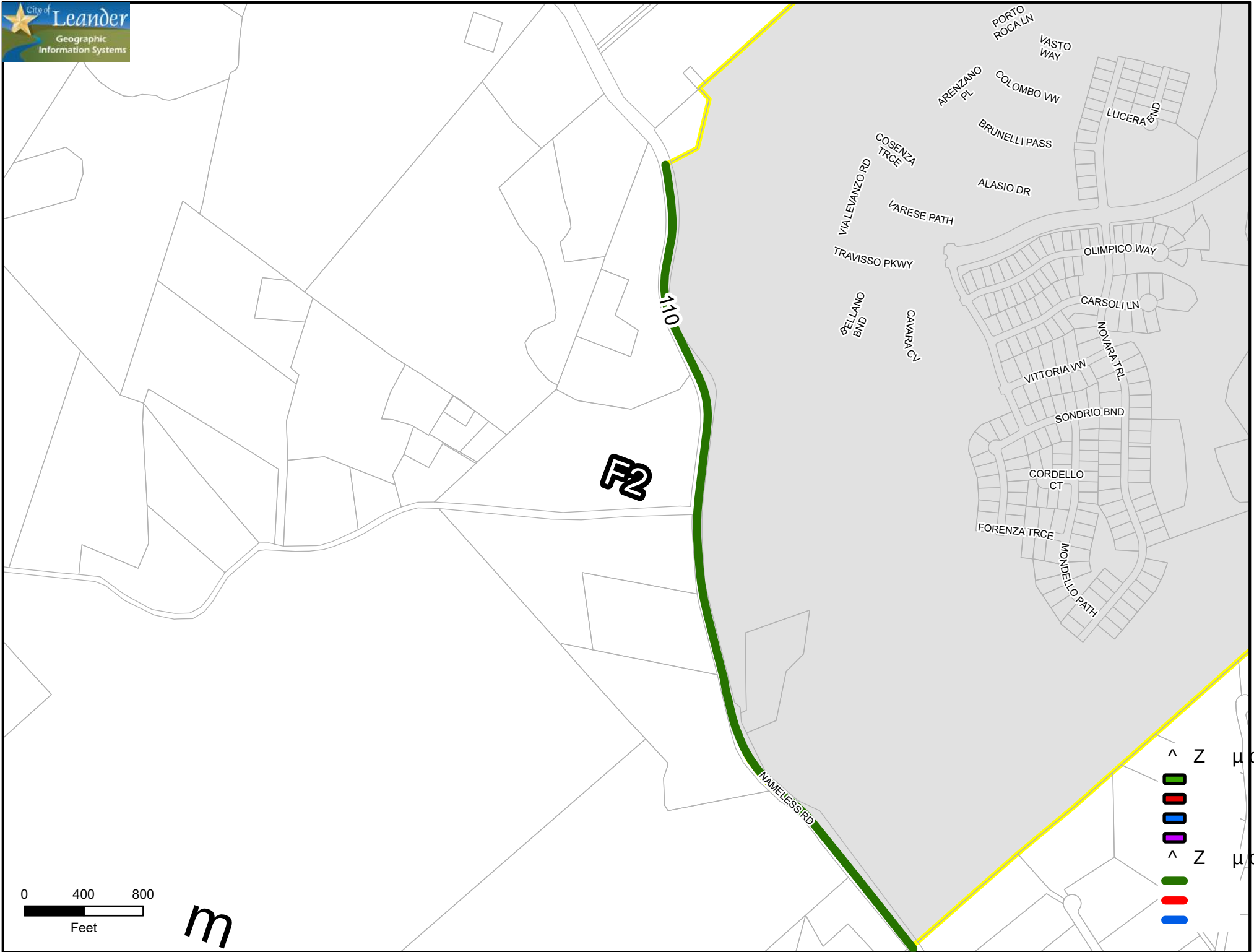


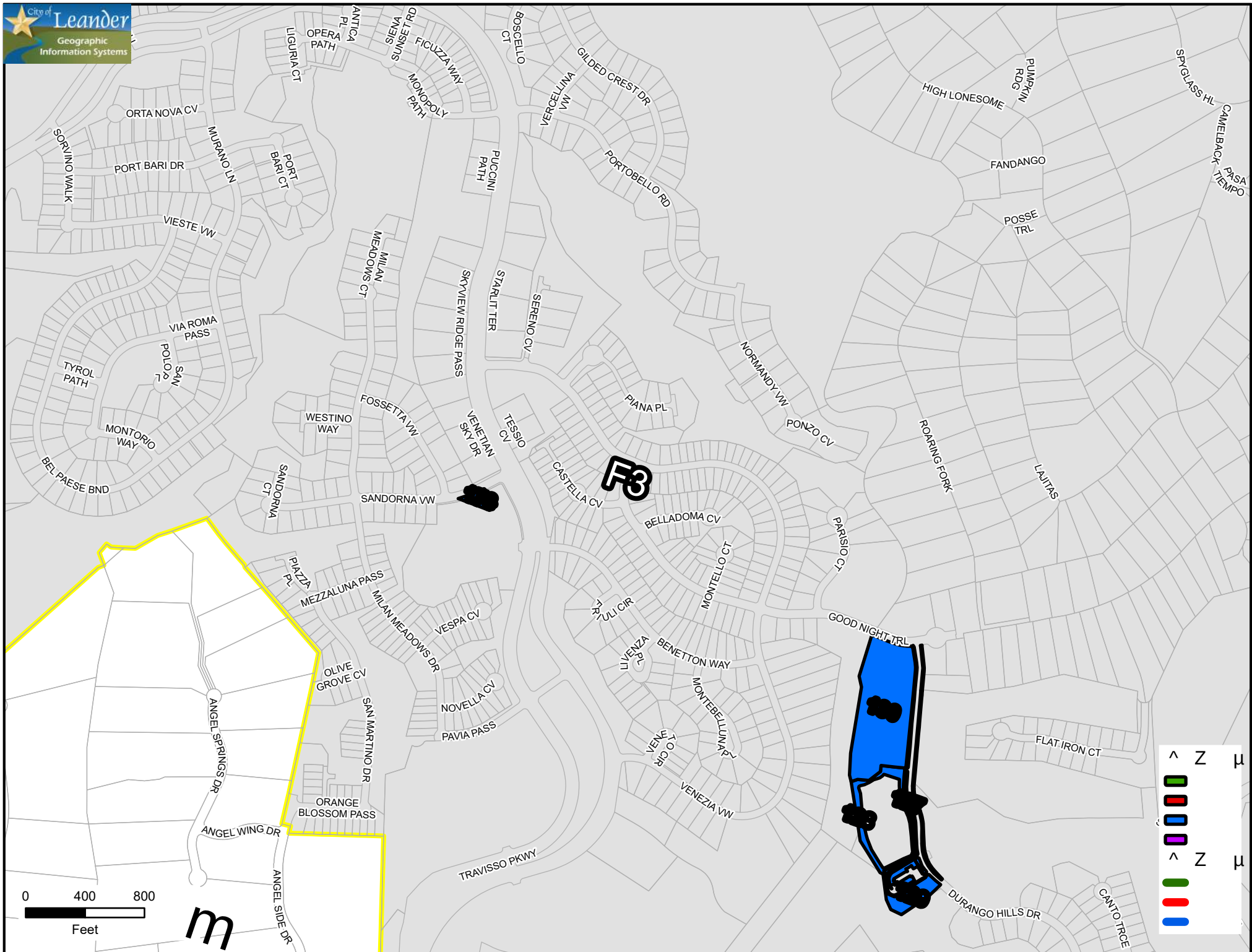


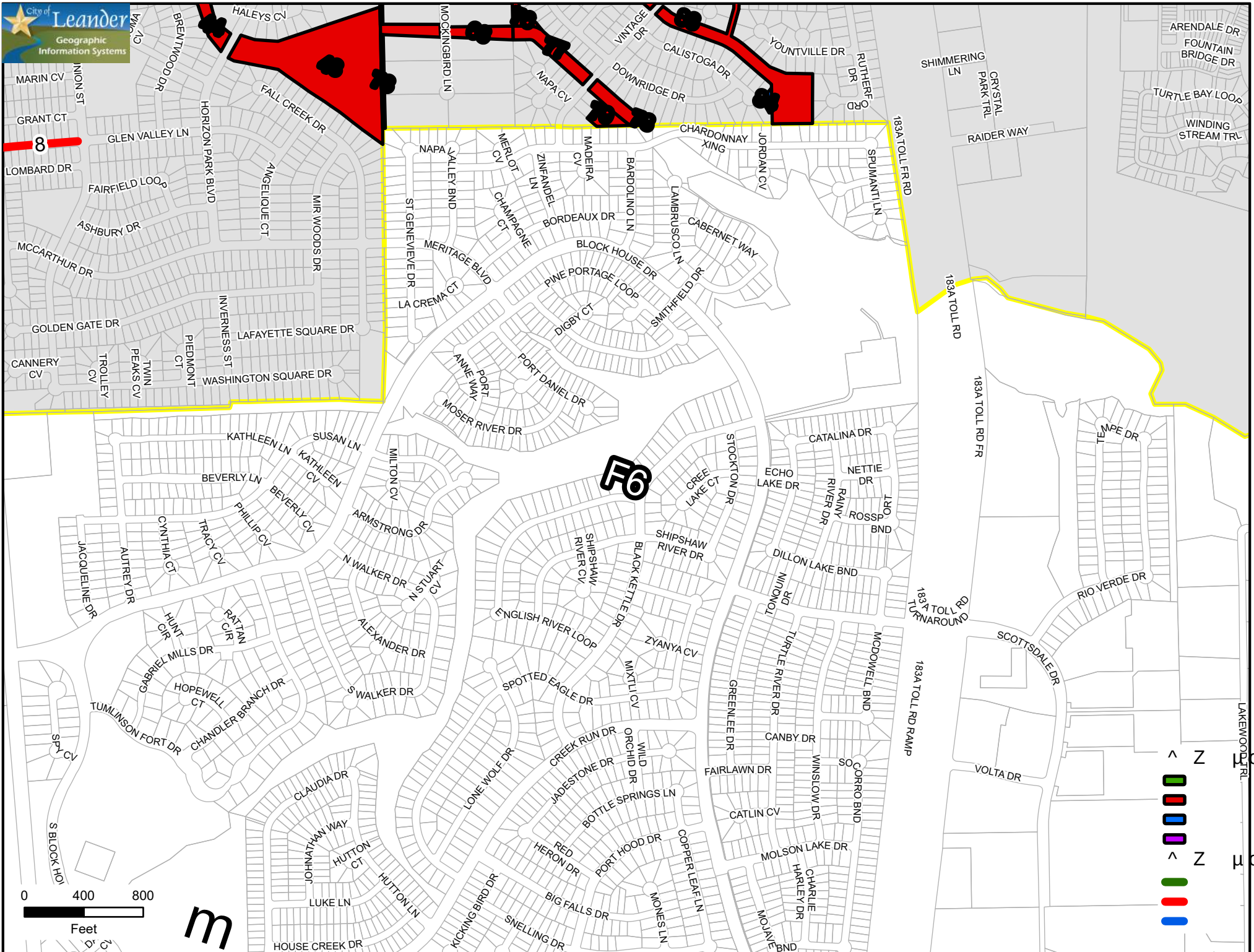


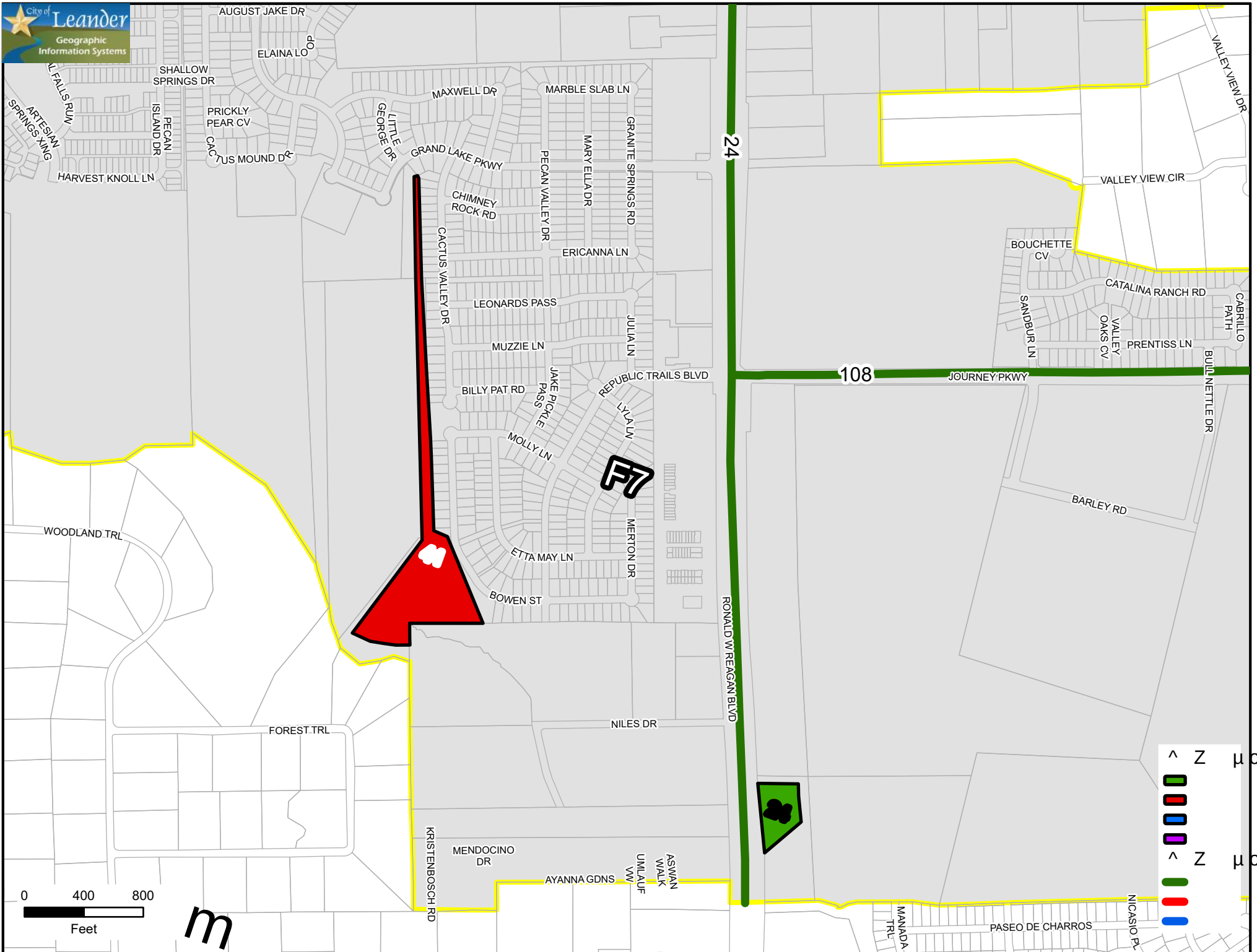










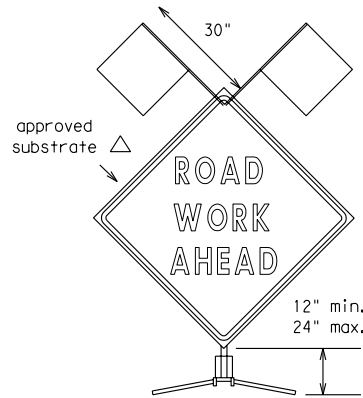




DISCLAIMER
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

LEVELS DISPLAYED															
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32
33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48
49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	

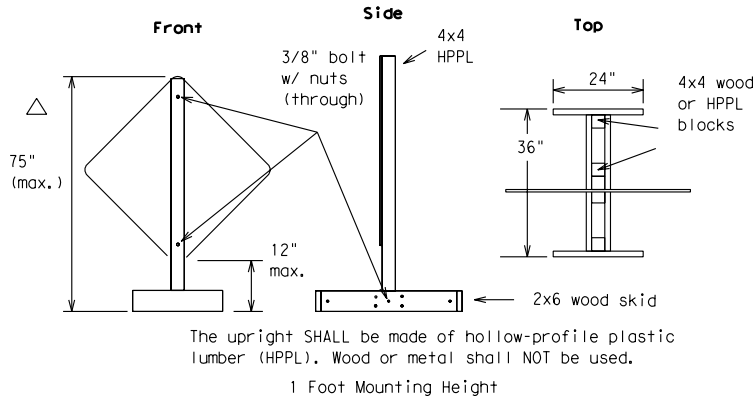
△ See the CWZTCD for the type of sign substrate that can be used for each approved sign support.



Flags as required by Engineer or as shown on plans

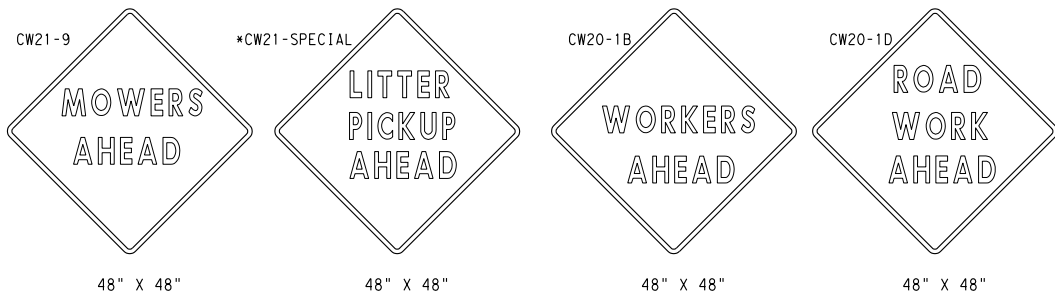
EXAMPLES OF SIGN SUPPORTS

SHORT TERM DURATION, DAYTIME USE ONLY PORTABLE SIGN SUPPORTS



Attachment to wooden supports will be by bolts and nuts or screws. Use TxDOT's or manufacturer's recommended procedures for attaching sign substrates to other types of sign supports.

Nails will NOT be allowed.



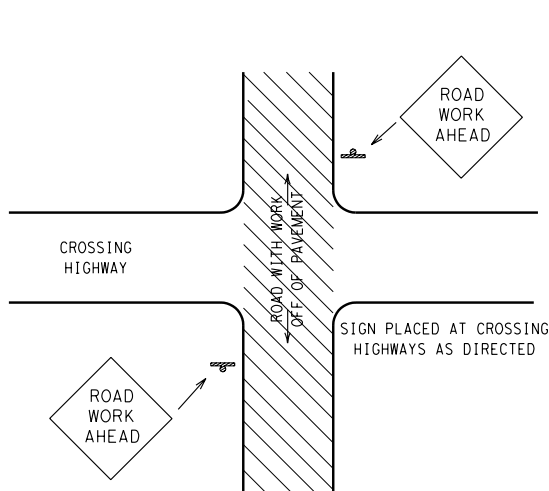
SIGN IN ACCORDANCE WITH THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS

MOWERS AHEAD SIGNS ARE USED FOR MOWING OPERATIONS.

LITTER PICKUP AHEAD, ROAD WORK AHEAD AND WORKER AHEAD SIGNS ARE USED AS DIRECTED FOR OTHER MAINTENANCE OPERATIONS WHEN ALL WORK OCCURS OFF OF THE PAVED HIGHWAY SURFACE.

ROLL-UP SIGNS CONFORMING TO DMS-8310 AND THE CWZTCD ALLOWED

*Letter dimensions and spacing for "CW21-SPECIAL" is the same as C20-1D



TYPICAL LOCATION OF SIGNS AT HIGHWAY CROSSING

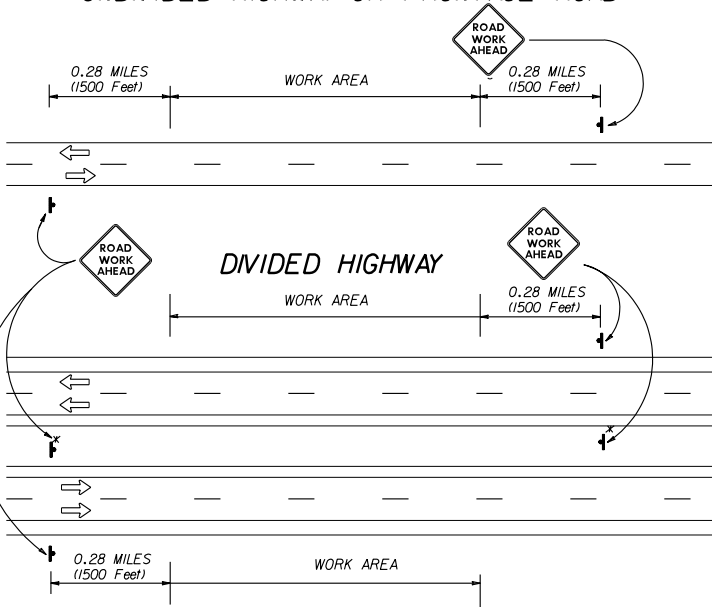
WORK AREA IS A MAXIMUM OF 2.0 MILES UNLESS OTHERWISE DIRECTED.
SIGNS MAY REMAIN IN PLACE ONLY DURING DAYLIGHT HOURS.

SIGNS ARE TO BE PLACED 6' TO 12' OFF OF THE PAVED SURFACE UNLESS OTHERWISE DIRECTED.

ROAD WORK AHEAD SIGNS SHOWN AS EXAMPLES, ONE OF THE FOUR TYPE SIGNS WILL BE USED AS DIRECTED.

* SIGNS IN THE MEDIAN ARE REQUIRED WHEN WORK OCCURS IN MEDIAN

UNDIVIDED HIGHWAY OR FRONTAGE ROAD



TRAFFIC CONTROL PLAN FOR WORK OFF OF THE PAVED SURFACE.

GENERAL NOTES FOR WORK ZONE SIGNS

- Contractor shall install and maintain signs in a straight and plumb condition and/or as directed by the Engineer.
- Wooden sign posts shall be painted white.
- Barricades shall NOT be used as sign supports.
- Nails shall NOT be used to attach signs to any support.
- All signs shall be installed in accordance with the plans or as directed by the Engineer. Signs shall be used to regulate, warn, and guide the traveling public safely through the work zone.
- The Contractor may furnish either the sign design shown in the plans or in the "Standard Highway Sign Designs for Texas" (SHSD). The Engineer/Inspector may require the Contractor to furnish other work zone signs that are shown in the TMUTCD but may have been omitted from the plans. Any variation in the plans shall be documented by written agreement between the Engineer and the Contractor's Responsible Person. All changes must be documented in writing before being implemented. This can include documenting the changes in the Inspector's TxDOT diary and having both the Inspector and Contractor initial and date the agreed upon changes. The additional signs requested by the Engineer/Inspector shall not be subsidiary.
- The Contractor shall furnish sign supports listed in the "Compliant Work Zone Traffic Control Device List" (CWZTCD). The Contractor shall install the sign support in accordance with the manufacturer's recommendations. If there is a question regarding installation procedures, the Contractor shall furnish the Engineer a copy of the manufacturer's installation recommendations so that the Engineer can verify the correct procedures are being followed.
- The Contractor is responsible for sign installations and replacing signs with damaged or cracked substrates and/or damaged or marred reflective sheeting as directed by the Engineer/Inspector.
- Identification markings may be shown only on the back of the sign substrate. The maximum height of letters and/or company logos used for identification shall be 1".
- The Contractor shall replace damaged wood posts. New or damaged wood sign posts shall not be spliced.

Duration of Work (as defined by the "Texas Manual on Uniform Traffic Control Devices" Part VI)

- The Contractor is responsible for ensuring the sign support and substrate meets crashworthiness. For mowing operation all signs and supportS are Short-term Duration for daytime work.
- The Contractor shall furnish the sign sizes shown on this sheet or as directed by the Engineer.

SIGN SUBSTRATES

- The Contractor shall ensure that the sign substrate is allowed for the type of sign support that is being used. The CWZTCD lists each substrate that can be used on the different types and models of sign supports.
- "Mesh" type materials are NOT an approved sign substrate.
- All wooden individual sign panels fabricated from 2 or more pieces shall have one or more plywood cleat, 1/2" thick by 6" wide, fastened to the back of the sign and extending fully across the sign. The cleat shall be attached to the back of the sign using wood screws that do not penetrate the face of the sign panel. The screws shall be placed on both sides of the splice and spaced at 6" centers. The Engineer may approve other methods of splicing the sign faces.

REFLECTIVE SHEETING

- Reflectorized signs shall be constructed of sheeting meeting the color and retro-reflectivity requirements of DMS-8300 or DMS-8310. The DMS specifications can be accessed from the following web address:
http://manuals.dot.state.tx.us:80/dynaweb/colmates/@Generic__CollectionView;cs=default;ts=default
- White sheeting, meeting the requirements of DMS-8300 Type C (High Specific Intensity), shall be used for signs with white background and channelizing devices.
- Orange sheeting, meeting the requirements of DMS-8300 Type E (Fluorescent Prismatic), shall be used for signs with orange backgrounds.

SIGN LETTERS

- All sign letters and numbers shall be clear, and open rounded type uppercase alphabet letters as approved by the Federal Highway Administration (FHWA) and as published in the "Standard Highway Sign Design for Texas" manual. Signs, letters and numbers shall be of first class workmanship in accordance with Department Standards and Specifications.

REMOVING OR COVERING

- Signs should be removed or completely covered when not mowing.
- Duct tape or other adhesive material shall NOT be affixed to a sign face.
- Signs and supports shall be removed by the end of the day.

SIGN SUPPORT WEIGHTS

- Where sign supports require the use of weights to keep from turning over, the use of sandbags with dry cohesionless sand is recommended.
- The sandbags will be tied shut to keep the sand from spilling and to maintain a constant weight.
- Rock, concrete, iron, steel or other solid objects will not be permitted for use as sign support weights.
- Sandbags should weigh a minimum of 35 lbs and a maximum of 50 lbs.
- Sandbags shall be made of a durable material that tears upon vehicular impact.
- Rubber (such as tire inner tubes) shall NOT be used for sandbags.
- Rubber ballasts (such as those used with cones or edgeline channelizers) shall NOT be used as sign support weights.
- Sandbags shall only be placed along or laid over the base supports of the traffic control device and shall not be suspended above ground level or hung with rope, wire, chains or other fasteners. Sandbags shall be placed along the length of the skids to weigh down the sign supports.
- Sandbags shall NOT be placed under the skid and shall not be used to level sign supports placed on slopes.

CONTRACTOR REQUIREMENTS FOR MAINTAINING PERMANENT SIGNS WITHIN THE PROJECT LIMITS

Any sign, sign support or traffic control device that is struck or damaged by the Contractor or his/her construction equipment shall be replaced or repaired as soon as possible by the Contractor at the Contractor's expense.

Only pre-qualified products shall be used. A copy of the "Compliant Work Zone Traffic Control Devices List" (CWZTCD) describes pre-qualified products and their sources and may be obtained by contacting:

Standards Engineer
Traffic Operations Division - TE
Texas Department of Transportation
125 East 11th Street
Austin, Texas 78701-2483
Phone (512) 416-3120
Fax (512) 416-3299

Instructions to locate the "CWZTCD" on TxDOT website are:

Start at website - www.dot.state.tx.us
Click on "About TxDOT",
Click on "Organizational Chart",
Click on Traffic Operations Box,
Click on "Compliant Work Zone Traffic Control Devices",
Click on "View PDF".
This site is printable.

 **Texas Department of Transportation**
Maintenance Division
Standard Plans

ROADSIDE TRAFFIC CONTROL PLAN

SHEET 1 OF 1

RS-TCP-05

NOT TO SCALE

FILE: RSTCP05.DGN	DWG: LJB	CHK: JG	DWG: -	CHK: -	NEG NO.:
© TxDOT FEBRUARY 2005		STATE DISTRICT	FEDERAL REGION	FEDERAL AID PROJECT	
REVISED: September 17, 2004		N/A	N/A	N/A	
REVISED: FEBRUARY 2, 2005 Sign placement in TCP		COUNTY		CONTROL SECTION	JOB HIGHWAY
REVISED:		N/A		N/A	N/A N/A N/A

Standard Definitions, Terms and Conditions

By acceptance of a Purchase Order or Agreement, or response to a Solicitation, Vendor agrees the following terms and conditions, without modification, will govern:

I. DEFINITIONS

The following definitions shall be used to identify terms throughout procurement documents:

- A. **ADDENDUM** – A written instrument issued by the City that modifies or clarifies the Solicitation prior to the Due Date. “Addenda” is the plural form of the word.
- B. **AGREEMENT/CONTRACT** – A mutually binding legal document obligating the Vendor to furnish the goods, equipment or services specified within the Solicitation and obligating the City to pay for the goods, equipment, or services specified.
- C. **APPROPRIATE, APPROPRIATED, OR APPROPRIATION** – The adoption by the City Council of a budget for a fiscal year that includes payments to be made under the Contract during the respective fiscal year.
- D. **BID/PROPOSAL/RESPONSE/OFFER/QUOTE/QUOTATION** – A complete, properly signed response to a Solicitation that, if accepted, would bind the Respondent to perform the resulting Contract.
- E. **BIDDER/PROPOSER/RESPONDENT/OFFERER** – A person, firm or entity identified throughout the Solicitation that they consider themselves qualified to provide the goods, equipment or services specified herein, and are interested in making an offer to provide the goods, equipment or services to the City.
- F. **CITY** – The City of Leander, a home-rule municipal corporation located in Williamson County, Texas.
- G. **DELIVERABLES** – The goods, products, materials, and/or services to be provided to the City under a Purchase Order or Contract.
- H. **DUE DATE** – The date and time specified for receipt of Bids, Proposals, Responses, Offers, Quotations and Qualification Statements.
- I. **GOODS** – Materials, supplies, commodities and/or equipment.
- J. **LATE OFFER** – A Bid, Proposal, Quote, Response, or Submittal that is received after the Due Date and time specified in the Solicitation.
- K. **NON-PROFESSIONAL SERVICES** – services performed that are not of a professional nature such as lawn care, security, janitorial, etc.
- L. **PIGGYBACK CONTRACT** – A Contract or Agreement that has been competitively bid in accordance with State of Texas statutes, rules, policies and procedures and has been extended for the use of state and local agencies and active State of Texas CO-OP entities.
- M. **PURCHASE ORDER** – An order placed by the City for the purchase of goods or services issued on the City’s standard purchase order form and which, when accepted by the Vendor, becomes a Contract. The Purchase Order is the Vendor’s authority to deliver and invoice the City for Goods or Services specified, and the City’s commitment to accept the Goods or Services for an agreed upon price.
- N. **PROFESSIONAL SERVICES** – Services that use skills that are predominantly mental or intellectual, rather than physical or manual such as accounting, architecture, land surveying, law, medicine, optometry, professional engineering, etc.
- O. **REQUEST FOR QUALIFICATIONS STATEMENTS (RFQ)** – A solicitation used to acquire professional services as defined by the State of Texas Government Code, Chapter 2254.
- P. **RESPONSIBLE** – Refers to the financial and practical ability of the Offeror to perform the Contract and takes into consideration resources, expertise, and past performance of the Offeror as well as compliance with all City ordinances concerning the purchasing process.
- Q. **RESPONSIVE** – Meeting all the requirements of a Solicitation.
- R. **SERVICES** – Work performed to meet the requirements and demand of the Purchase Order. The furnishing of labor, time, or effort by the Vendor and their ability to comply with promised delivery dates, specification and technical assistance specified.
- S. **SOLICITATION/INVITATION TO BID/REQUEST FOR PROPOSALS/REQUEST FOR QUOTES** – The Solicitation document issued by the City containing terms, conditions and specifications for the service or commodity to be procured.
- T. **SUBCONTRACTOR** – Any person or business enterprise providing goods, labor, and/or services to a Vendor if such goods, equipment, labor, and/or services are procured or used in fulfillment of the Vendor’s obligations arising from a Contract with the City.
- U. **VENDOR/CONTRACTOR** – Person or business enterprise providing goods, equipment, labor and/or services to the City as fulfillment of obligations arising from an Agreement or Purchase Order.

II. SOLICITATIONS

A. **CONFLICT OF INTEREST:**

Chapter 176 of the Texas Local Government Code requires an entity contracting or seeking to contract for the sale or purchase of property, goods, or services with a local governmental entity to disclose any affiliation or business relationship which might create a conflict of interest with a local government entity. The Conflict of Interest Questionnaire is available from the Texas Ethics Commission at https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm, and completed forms must be submitted to the appropriate records administrator of the City not later than the seventh business day after the date the entity begins contract discussions or negotiations with the local governmental entity, or submits to the local governmental entity an application, response to a Request for Proposals or Bids, correspondence, or another writing related to a potential Agreement with the local governmental entity. If responding to a Solicitation, the Conflict of Interest Form may be submitted with the Response. The completed forms may be mailed or hand delivered to the City Secretary at the following address: The City of Leander, Office of the City Secretary, City Hall, 105 N. Brushy St Leander, TX 78641. This legislation is subject to change and each entity should consult its own attorney regarding the current law. Any attempt to intentionally or unintentionally conceal a conflict of interest may result in disqualification of any response to a solicitation. The validity of the Contract is not affected solely because of failure to comply with the conflict of interest disclosure requirements.

B. **COMMUNICATIONS WITH THE CITY:**

To insure the proper and fair evaluation of a Solicitation, the City prohibits ex parte communication (e.g., unsolicited) initiated by the Offeror to the City Official or Employee evaluating or considering the Responses prior to the time an award has been made. Communication between Offeror and the City will be initiated by the appropriate City Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the Solicitation. Ex parte communication may be grounds for disqualifying the offending Offeror from consideration or award of the Solicitation then in evaluation, or any future Solicitation.

Unless otherwise specified, all requests for clarification or questions regarding a Solicitation must be directed to the City of Leander Purchasing Office, Attn.: Purchasing Agent, PO Box 319, 105 N. Brushy St., Leander, TX 78641-0319, 512-528-2730, FAX: 512-528-2829, kjohnson@leandertx.gov.

C. DISCLOSURE OF PENDING LITIGATION:

Each Respondent shall include in its proposal a complete disclosure of any material civil or criminal litigation or pending investigation which involves the Respondent or in which the Respondent has been judged guilty.

D. CONFIDENTIALITY OF RESPONSES, PUBLIC INFORMATION ACT:

All Responses are subject to release as public information unless the Response or specific parts of the Response can be shown to be exempt from the Texas Public Information Act. Respondents are advised to consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information. The City assumes no obligation or responsibility for asserting legal arguments on behalf of potential Respondents.

If a Respondent believes that a Response or parts of a Response are confidential, then the Respondent shall so specify. The Respondent shall stamp in bold red letters the term "**CONFIDENTIAL**" on that part of the Response, which the Respondent believes to be confidential. Vague and general claims as to confidentiality shall not be accepted. All Responses and parts of Responses that are not marked as confidential will be automatically considered public information. Notwithstanding, responses to Requests for Proposals shall be opened in a manner that avoids disclosure of the contents to competing offeror and keeps the proposals secret during negotiations as provided for in Section 252.049 of the Local Government Code.

E. CLARIFICATIONS, WAIVER OF MINOR TECHNICALITIES OR DISCREPANCIES:

The City reserves the right to request clarification or additional information specific to any Response after all Responses have been received and the Solicitation Due Date has passed. Additionally, the City reserves the right to accept or reject all or part of any Response, waive any formalities or technical inconsistencies, delete any requirement or specification from the Solicitation, or terminate the Solicitation when deemed to be in City's best interest.

F. COST OF PREPARATION OF RESPONSE:

All costs directly or indirectly related to preparation of a Response to this Solicitation or any oral presentation required to supplement and/or clarify a Response which may be required by the City shall be the sole responsibility of the Respondent.

G. RESPONSES BECOME PROPERTY OF THE CITY:

Submissions received in response to a Solicitation become the sole property of the City.

H. WITHDRAWAL OF A RESPONSE:

A Response may be withdrawn prior to the submission deadline by submitting a written request for its withdrawal to the Purchasing Office. A new Response may be submitted and must be received prior to the submission deadline to be considered. Modifications offered in any manner will not be considered if submitted after the submission deadline.

I. DETERMINATION OF AWARD, RESULTING AGREEMENT:

In determining award, the City reserves the right to select the acceptable Respondent who will offer contractual terms and conditions most favorable to the City. All requirements stated in the Solicitation shall become a part of any Contract, Agreement or Purchase Order awarded as a result of the Solicitation, and any deviations from these requirements must be specifically stated and defined by the Respondent in their Response. Requests for clarification and the responses(s) shall also become a part of any Contract, Agreement or Purchase Order resulting from the Solicitation.

J. AFFIRMATIONS AND CERTIFICATIONS:

By signature on and submission of a Response, Respondent certifies they have not conspired with any other potential supplier in any manner to attempt to control competitive pricing. By signature on and submission of a Response, Respondent certifies they are duly qualified, capable and a bondable business entity not in receivership or contemplating same, and has not filed for bankruptcy. By signature on and submission of a Response, Respondent affirms that they will not discriminate against any employee or applicant as prohibited by law.

K. REQUIREMENTS FOR SUBMISSION OF RESPONSE OF FORMAL SOLICITATION:

1. All Responses must be submitted on the form provided by the City, and accompanied by all required attachments. Each Response shall be placed in a separate envelope and properly identified with Solicitation Number and Opening Date. Responses must be time-stamped at the Purchasing Office, 105 N. Brushy St, Leander TX 78641, PO Box 319, Leander, TX 78646, on or before due date and time shown on the Solicitation form. Late Responses will not be considered.
2. If applicable, Respondent will show exact cost to deliver. Responses must specify unit price on the quantity specified, extend and show total. Unit prices shall govern, including in case of errors. Cash discounts will not be considered in determining award; all cash discounts offered will be taken if earned. Respondent will list and deduct all discounts not based on early payment from prices quoted.
3. The City is exempt from all federal excise, state and local taxes unless otherwise stated. The City claims exemption from under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon request. Do not include taxes in Response to any Solicitation.
4. Unless stated otherwise, any catalog, brand name or manufacturer's reference used in the Solicitation is descriptive (not restrictive), and is used to indicate type and quality desired. Responses on brands of like nature and quality will be considered. If quoting on other than referenced specifications, the Response MUST show manufacturer brand or trade name and description of product offered. Illustrations and complete descriptions of product offered should be made part of the Response. If Respondent does not identify exceptions to the specifications shown in this Invitation, Respondent will be required to furnish brand names, numbers, etc., as shown in the Solicitation.
5. Response must show the number of days required to deliver items or provide services to the City's designated location under normal conditions. Unrealistically short or long delivery promises may cause Response to be disregarded.

L. PURCHASE ORDERS

A. GENERAL TERMS AND CONDITIONS

1. ACCEPTANCE:

A Purchase Order is the City's commitment to make procurement and is subject to Vendor's acceptance of the City's terms and conditions.

2. ABSENCES OF PURCHASE ORDER OR AGREEMENT:

The City is not responsible for delivery of any materials or services without a proper Purchase Order.

3. VENDOR'S OBLIGATIONS:

The Vendor shall fully and timely provide all deliverables described in the Solicitation and in the Vendor's Offer in strict accordance with the terms, covenants, and conditions of the Agreement and all applicable Federal, State, and local laws, rules, and regulations.

4. EFFECTIVE DATE/TERM:

Unless otherwise specified in the Solicitation, this Agreement shall be effective as of the date the City issues and signs the Purchase Order, and shall continue in effect until all obligations are performed in accordance with the Agreement.

5. SUBCONTRACTORS:

If the Vendor utilizes Subcontractors in providing the goods and/or services under this Purchase Order, the Vendor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Vendor is responsible for the Vendor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law. The Vendor shall:

- a. Require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Agreement;
- b. Prohibit the Subcontractor from further subcontracting any portion of the Agreement without the prior written consent of the City and the Vendor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
- c. Require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Vendor in sufficient time to enable the Vendor to include same with its invoice or application for payment to the City in accordance with the terms of the Agreement;
- d. Require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Vendor, with the City being a named insured as its interest shall appear;
- e. Require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City;
- f. Pay each Subcontractor its appropriate share of payments made to the Vendor not later than ten (10) calendar days after receipt of payment from the City.

6. DELAYS:

The City may delay scheduled delivery or other due dates by written notice to the Vendor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Agreement, the City and the Vendor shall negotiate an equitable adjustment for costs incurred by the Vendor in the Agreement price and execute an amendment to the Agreement. The Vendor must assert its right to an adjustment within ten (10) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution Process specified in Section IV. However, nothing in this provision shall excuse the Vendor from delaying the delivery as notified.

7. FORCE MAJEURE:

Neither party shall be liable for any default or delay in the performance of its obligations under this Agreement if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond reasonable control. In the event of default or delay in performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

8. INSURANCE REQUIREMENTS:

Unless specific insurance requirements are noted, Vendor shall maintain insurance coverage appropriate for the fulfillment of the Purchase Order. In the event the Vendor, its employees, agents or subcontractors enter premises occupied by or under the control of the City, the Vendor agrees to maintain public liability and property damage insurance in reasonable limits covering the obligations set forth in this Purchase Order, and will maintain Workers' Compensation coverage (either by insurance or if qualified pursuant to law, through a self-insurance program) covering all employees performing on premises occupied by or under control of the City. The Vendor shall not commence work until the required insurance is obtained. Upon request, Vendor shall provide a copy of its insurance policies to the City within fourteen (14) days. Failure to provide the required certificate of insurance may subject the vendor to disqualification from consideration for award. The Vendor must also forward a certificate of insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

a. Insurance Requirements:

The successful Proposer shall procure and maintain in force during the terms of any contract awarded pursuant to this RFP, at its own cost, the following minimum insurance coverage:

- Builder's Risk: based upon full construction costs, if required per contract
- Workers' Compensation and Employers' Liability
 - State of Texas: \$1,000,000 Each Accident
 - Employer's Liability: \$ 100,000 Each Accident
\$ 500,000 Disease-Policy Limit
\$ 100,000 Disease-Each Employee
- Waiver of Subrogation
- Commercial General Liability
 - Bodily Injury & Property Damage
 - General Aggregate Limit: \$1,000,000
 - Personal & Advertising Injury Limit: \$ 500,000
 - Each Occurrence Limit: \$1,000,000



The policy shall be on an Occurrence Form and include the following coverage: Premises Operations; Personal and Advertising Injury; Medical Payments;
Liability assumed under an Insured Contract; Independent Contractors; and Broad Form Property Damage. Coverage provided should be at least as broad as found in Insurance Services Office (ISO) form CG0001.

- Commercial Automobile Liability Limits

Bodily Injury & Property Damage

Combined Single Limit:	\$1,000,000
Medical Payments:	\$ 5,000 Per Person
Uninsured/Underinsured Motorist	\$ 100,000

Prior to the execution of any awarded contract by the City, the successful Proposer shall forward Certificates of Insurance to the Purchasing Manager. The required insurance policies shall be procured and maintained in full force and effect for the duration of the awarded contract. Certificate Holder shall be the City of Leander at 105 N. Brushy Street, Leander, TX 78641.

9. EXCEPTIONS TO SPECIFICATIONS:

Any deviation from the specifications must be clearly indicated in the Response to the Solicitation or promptly documented in writing at or before the time of the award. Any deviations or exceptions are subject to review by the City and may be grounds for rejection.

10. TRAVEL EXPENSES:

All travel, lodging and/or per diem expenses associated with providing the materials, equipment or services specified must be included in the original Quotation and/or the resulting Purchase Order or Agreement. All travel expenses are subject to review by the City and documentation of actual itemized expenses may be requested. No reimbursement will be made without prior authorization, or for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed.

11. HUB REQUIREMENTS:

The City complies with the requirements of the State of Texas *Local Government Code*, Chapter 252, Section 252.0215.

12. SPECIAL TOOLS AND EQUIPMENT:

If the price stated in the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Vendor to fulfill the Agreement, such special tooling and/or equipment and all process sheets associated thereto shall become the property of the City and shall be identified by the Vendor as such.

B. SERVICES

1. PLACE AND CONDITIONS OF WORK, ACCESS TO SITE:

If Services are to be performed principally on the City's premises or in public rights of way, the City shall provide the Vendor access to the sites where the Vendor is to perform the Services as required in order for the Vendor to perform in a timely and efficient manner, in accordance with and subject to applicable security laws, rules and regulations. The Vendor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of the materials, equipment, labor and facilities necessary to perform the Services and any other conditions or states of fact which could, in any way, affect performance of the Vendor's obligations under the Agreement. The Vendor shall promptly notify the City if the actual site or service conditions differ from the expected conditions and failing to do so, hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature.

2. VENDOR TO PROVIDE ALL MATERIAL, EQUIPMENT, LABOR:

Vendor shall provide all goods and labor necessary to perform Services. All material must be new and all equipment utilized must be in good safe working condition and suitable for Services. Vendor shall employ all personnel for Services in accordance with the requirements of applicable local, state, and federal law.

3. WORKFORCE:

If Services are to be performed principally on the City's premises or on public right-of-ways:

Vendor shall employ only orderly and competent workers, skilled in the performance of the Services which they will perform under the Agreement. Vendor, its employees, subcontractors and subcontractor's employees while engaged in participating in a Solicitation or while in the course and scope of delivering goods and services under a City Purchase Order or Agreement may not: use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the Agreement; or use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated or under the influence of alcohol or drugs while on the job.

If the City or the City's representative notifies the Vendor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Vendor shall immediately remove such worker from Agreement services and may not employ such worker again on Agreement services without the City's prior consent.

4. COMPLIANCE WITH ALL HEALTH, SAFETY AND ENVIRONMENTAL REQUIREMENTS:

If Services are to be performed principally on the City's premises or on public rights of way, the Vendor, its subcontractors and their respective employees, shall comply fully with all applicable federal, state and local health, safety and environmental laws, ordinances, rules and regulations in the performance of the Services, including but not limited to those promulgated with the City and the Occupational Safety and Health Administration (OSHA). In the case of conflict, the most stringent safety requirement shall govern. The Vendor shall defend, indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liabilities of any kind or nature arising from the breach of the Vendor's obligations under this paragraph.

5. STOP WORK NOTICE:

The City may issue an immediate Stop Work Notice in the event the Vendor is observed performing in a manner that is in violation of Federal, State or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Vendor shall cease all work until

notified by the City that the violation or unsafe condition has been corrected. The Vendor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

6. WARRANTY OF SERVICES:

Vendor warrants and represents that all Services to be provided to the City under the Agreement will be fully and timely performed in good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions and covenants of the Agreement and all applicable Federal, State and local laws, rules or regulations. This warranty may not be limited, excluded or disclaimed and any attempt to do so will be without force or effect. Unless otherwise specified, the warranty period shall be a minimum of one (1) year from acceptance by the City of Services. In the event any applicable warranty is breached, the Vendor shall promptly upon receipt of demand of performance, perform the Services again in accordance with the above standard at no additional costs to the City. All costs incidental to such additional performance shall be borne solely by the Vendor. The City shall endeavor to give the Vendor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section. In the event the Vendor is unable or unwilling to perform the services in accordance with the above standards as required by the City, then in addition to any other available remedy, the City may reduce the amount of services originally required to purchase from the Vendor under the Agreement and procure conforming services from other sources. In such event, the Vendor shall pay the City upon demand the increased cost, if any, incurred by the City to procure such services from an alternative source.

C. COMMODITIES/EQUIPMENT

1. MATERIAL SAFETY DATA SHEETS:

Under the "Hazardous Communication Act," commonly known as the "Texas Right to Know Act," a Vendor must provide to the City WITH EACH DELIVERY Material Safety Data Sheets, which are applicable to hazardous substances as defined in the Act.

2. GOODS:

Goods furnished shall be new and the latest improved model in current production, as offered to commercial trade, and shall be of quality workmanship and material. The Vendor represents that all goods and equipment offered shall be new. Unless otherwise specified, used, shopworn, demonstrator, prototype or discontinued models are not acceptable.

3. PACKAGING OF DELIVERABLES:

Vendor must package deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and the unit price. Unless otherwise provided in writing by the City, each shipping container shall be clearly and permanently marked with the Vendor's name and address, and the City's name, address and Purchase Order number. Vendor shall bear all costs of packaging. Deliverables must be suitably packed to secure lowest transportation cost, conform with requirements of common carriers and ensure safe delivery. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

4. WARRANTY:

The goods or equipment specified shall be warranted against defects in material or workmanship for a period of not less than twelve (12) months from date of acceptance by the City. If the manufacturer's warranty exceeds twelve (12) months, then the manufacturer's warranty shall be in effect. Vendor shall furnish a copy of the manufacturer's warranty at the time of delivery.

5. NO LIMITATION OF MANUFACTURERS' WARRANTIES:

Vendor may not limit, exclude or disclaim any warranty provided by manufacturer.

D. DELIVERY

1. DELIVERY TERMS, TRANSPORTATION CHARGES, FOB:

Deliverables shall be shipped FOB destination (point of delivery) unless otherwise specified on the Purchase Order or in the Solicitation. The Vendor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship deliverables. The place of delivery shall be specified in the Purchase Order.

2. NO SUBSTITUTIONS OR CANCELLATIONS:

Unless specifically permitted in writing by the City, no substitutions or cancellations shall be acceptable.

3. NOTICE OF DELAY IN DELIVERY:

If a delay in delivery is anticipated, Vendor shall give written notice to the City. The City has the right to extend the delivery time/service date, or to cancel the Purchase Order or Agreement. Vendor shall keep the City advised at all times of the status of the order. Default in promised delivery, service or failure to meet specifications authorizes the City to procure the goods or services from an alternate source and charge the full increase, if any, in cost and handling to defaulting Vendor. Default on delivery may result in legal action and recourse.

4. DELIVERY LOCATION, HOURS, DAYS, HOLIDAYS:

Unless otherwise specified, all deliveries must be made to City of Leander, at the City Department ship to address on the Purchase Order between the hours of 8AM and 4PM (CST), Monday through Friday except regularly observed state and federal holidays. Receipt of goods or materials does not signify acceptance.

5. NO SHIPMENT UNDER RESERVATION:

Vendor is not authorized to ship deliverables under reservation and no tender of bill of lading will operate as a tender of deliverables.

6. TITLE/RISK OF LOSS:

Title to and risk of loss of the deliverables shall pass to the City only when the City actually receives and accepts the deliverables (no delivery, no sale).

7. RIGHT OF INSPECTION AND REJECTION:

The City expressly reserves all rights under law, including but not limited to, the Uniform Commercial Code, to inspect the deliverables at delivery or at a reasonable time subsequent to delivery, and to reject defective or non-conforming deliverables. If the City has the right to inspect the Vendor's or the Vendor's subcontractors facilities, or the deliverables at the Vendor's or the Vendor's subcontractors premises, the Vendor shall furnish or shall cause to be furnished without additional charge all reasonable facilities and assistance to the City to facilitate such inspection.

8. ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING GOODS:

If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept such deliverables, the City may do so. The Vendor shall pay all claims, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If discovery that the deliverables are defective or non-conforming occurs after final payment, Vendor may be required to refund such amounts to the City.

E. PAYMENT

1. TAX EXEMPT STATUS:

The City is exempt from all federal excise, state and local taxes unless otherwise stated in this document. The City claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates are furnished upon request. Vendor will not charge for such taxes. If billed, the City will not remit payment until a corrected invoice is received.

2. INVOICING REQUIREMENTS:

Unless otherwise specified, all invoices shall be submitted to City of Leander, Accounts Payable, PO Box 319, Leander, TX 78646, and issued as required by the Purchase Order or Agreement. Each invoice must reference the unique Purchase Order number, and include the Vendor's complete name and remit to address. If applicable, transportation and delivery charges must be itemized on the invoice. A copy of the bill of lading and the freight waybill must be submitted with the invoice, if applicable. Invoices for labor must include a copy of all time sheets with labor rate and Purchase Order or Agreement number clearly identified. Invoices for labor shall also include a tabulation of hours worked at the appropriate rates and grouped by work order number, if applicable. Time billed for labor shall be limited to hours actually worked at the work site.

3. PAYMENT TERMS:

All payments will be processed in accordance with Texas Prompt Payment Act, *Texas Government Code*, Subchapter B, Chapter 2251. The City will make every effort to pay Vendor within thirty days after the later of: acceptance of goods, supplies, materials, equipment; the day of performance of services was completed; or the day of receipt of a correct invoice for goods, supplies, materials, equipment or services. The Vendor may charge a late fee (fee shall not be greater than that permitted under the Texas Prompt Payment Act) for payments not made in accordance with this prompt payment policy; however, the policy does not apply to payments made by the City in the event: (a) there is a bona fide dispute between the City and Vendor concerning the goods, supplies, materials, equipment delivered, or the services performed, that causes the payment to be late; (b) the terms of a federal agreement, grant, regulation or statute prevents the City from making a timely payment with Federal funds; (c) there is a bona fide dispute between the Vendor and a subcontractor and its suppliers concerning goods, supplies, material or equipment delivered, or the services performed, which caused the payment to be late; or (d) the invoice is not mailed to the City in strict accordance with instructions on the Purchase Order or Agreement, or other such contractual agreement.

4. RIGHT TO AUDIT:

The Vendor agrees that the representatives of the City shall have access to, and the rights to audit, examine, or reproduce, any and all records of the Vendor related to the performance under this Agreement. The Vendor shall retain all such records for a period of four (4) years after final payment on this Agreement or until all audit and litigation matters that the City has brought to the attention of the Vendor are resolved, whichever is longer. The Vendor agrees to refund to the City any overpayments disclosed by any such audit.

5. FIRM PRICING:

The price shall remain firm for the duration of the Purchase Order or Contract, or extension periods. No separate line item charges shall be permitted for either bidding or invoice purposes, which shall include equipment rental, demurrage, fuel surcharges, delivery charges, and cost associated with obtaining permits or any other extraneous charges. Vendor further certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

6. PRICE WARRANTY:

The Vendor warrants the prices quoted are not materially higher than the Vendors current prices on orders by others for like deliverables under similar terms of purchase. In addition to any other remedy available, the City may deduct from any amounts owed to the Vendor, or otherwise recover, any amounts paid for items materially in excess of the Vendor's current prices on orders by others for like deliverables under similar terms of purchase.

7. VENDOR OWING TAXES OR FEES TO THE CITY:

Payment will not be made to any person, firm or in arrears in taxes or fees to the City.

IV. TERMS, CONDITIONS AND ADDITIONAL REQUIREMENTS

A. VENDOR'S OBLIGATION:

Vendor shall fully and timely provide all deliverables described in Solicitation and in the Vendor's Offer in strict accordance with the terms, covenants and conditions of the Agreement and all applicable federal, state and local laws, rules and regulations.

B. DEFAULT:

Vendor shall be in default under the Agreement if the Vendor: (a) fails to fully, timely and faithfully perform any of its material obligations under the Agreement, (b) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (c) makes a material misrepresentation in Vendor's Offer, or in any report or deliverable required to be submitted by Vendor to the City.

C. ABANDONMENT OR DEFAULT:

A Vendor who abandons or defaults the work on the Agreement and causes the City to purchase the services elsewhere may be charged the difference in service if any and may not be considered in the re-advertisement of the service and may be rejected as an irresponsible bidder and not considered in future Solicitations for the same type of service unless the scope of work is significantly modified.

D. TERMINATION/CANCELLATION:

1. TERMINATION FOR CAUSE:

In the event of default by the Vendor, the City shall have the right to terminate the Agreement for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Vendor, within such ten (10) day period cures such default, or provides evidence sufficient to prove to the City's satisfaction that such default does not, in fact, exist. In addition to any other remedies available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses incurred by the City as a

result of the Vendor's default, including without limitation, cost of cover, reasonable attorneys' fees, court costs and prejudgment and post-judgment interest at the maximum lawful rate. Additionally, in the event of default by the Vendor, the City may remove the Vendor from the City's Vendor List and any Offer submitted by the Vendor may be disqualified for up to three (3) years. All rights and remedies under the Agreement are cumulative and not exclusive of any other right or remedy provided by law.

2. TERMINATION WITHOUT CAUSE:

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

3. NON-APPROPRIATION:

The resulting Agreement is a commitment of the City's current revenues only. It is understood and agreed that the City shall have the right to terminate the Agreement at the end of any City fiscal year (September 30th) if the governing body of the City does not appropriate funds sufficient to purchase the estimated yearly quantities, as determined by the City's budget for the fiscal year in question. The City may effect such termination by giving the Vendor a written notice of termination at the end of its then current fiscal year.

4. CANCELLATION:

The City reserves the right to cancel the Agreement for default all or any part of the delivered portion of the deliverables if the Vendor breaches any term hereof including warranties, or becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any remedies which the City may have in law or in equity.

E. FRAUD:

Fraudulent statements by the Vendor on any Offer or in any report or deliverable required to be submitted by the Vendor to the City shall be grounds for termination of the Agreement for cause by the City and may result in legal action.

F. INDEMNITY:

VENDOR SHALL DEFEND (at the option of the City), INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LEGAL PROCEEDINGS, CAUSES OF ACTION, CLAIMS, DEMANDS, DAMAGES, JUDGMENTS, LOSSES, LIENS, COSTS, EXPENSES, ATTORNEYS' FEES AND ANY AND ALL OTHER COSTS, FEES AND/OR CLAIMS OF ANY KIND OR DESCRIPTION ARISING OUT OF, IN CONNECTION WITH OR RESULTING FROM THE AGREEMENT OR THE GOODS OR SERVICES PROVIDED UNDER THE AGREEMENT. THE VENDOR AND THE CITY ARE CONCURRENTLY NEGLIGENT, EACH PARTY'S LIABILITY SHALL BE LIMITED TO THAT PORTION OF NEGLIGENCE ATTRIBUTABLE TO IT AS DETERMINED UNDER THE APPLICABLE PROPORTIONATE RESPONSIBILITY RULES OF THE STATE OF TEXAS. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHOMAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

G. LIABILITY:

Any person, firm or corporation performing services pursuant to this Agreement or Purchase Order shall be liable for all damages incurred while in the performance of such services. Vendor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents and employees from all claims, demands and causes of action of any nature including the cost of defense thereof, for any injury to, including death of, any person whether that person be a third party, supplier or an employee of either of the parties hereto, and any loss of or damage to property, whether the same be that of either of the parties, caused by or alleged to have been caused by, arising out of or in connection with the issuance of the Agreement or Purchase Order to the Vendor and the negligence of the Vendor, whether or not said claims, demands and causes of action in whole or in part are covered by insurance. Certificates of insurance may be required for, but not limited to, Commercial General Liability, Business Auto Liability, Workers Compensation and Professional Liability Insurance.

H. INFRINGEMENT:

Vendor represents and warrants to the City that: (a) Vendor shall provide the City good and indefeasible title to the deliverables and (b) the deliverables supplied by the Vendor in accordance with the specifications of the Agreement shall not infringe, directly or contributory, any patent, trademark, copyright, trade secret or any other intellectual property right of any kind of any third party; that no claims have been made by a person or entity with respect to the ownership or operation of the deliverables and the Vendor does not know of any basis for any such claims. Vendor shall, at its sole expense, defend, indemnify and hold the City harmless from and against all liability, damages and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (a) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the deliverable infringes the intellectual property rights of any third party; or (b) Vendor's breach of any of the Vendor's representations or warranties stated in this Agreement. In the event of any such claim, the City shall have the right to monitor such claim or, at its option, engage its own separate counsel to act as co-counsel on the City's behalf. Further, Vendor agrees that the City's specifications regarding the deliverables shall in no way diminish Vendor's warranties or obligations under the Section, and the City makes no warranty that the products, development or delivery of such deliverables will not impact such warranties of Vendor.

I. DAMAGE TO CITY PROPERTY:

Vendor shall be responsible for any and all damage to the City's equipment and/or property, the workplace and its contents, by its work, negligence in work, its personnel and equipment. Vendor shall be responsible and liable for the safety, injury and health of its working personnel while its employees are performing service work.

J. OVERCHARGES:

Vendor hereby assigns to the City any and all claims for overcharges associated with this Agreement which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and/or which arise under the antitrust laws of the State of Texas, *Business and Commerce Code Ann.*, Section 15.01, et seq.

K. CONFIDENTIALITY:

In order to provide the deliverables to the City, Vendor may require access to certain of the City's and/or its licensors' confidential information (including, but not limited to, inventions, employee information, trade secrets, confidential know-how, confidential business information and other information which the City or its licensors consider confidential)(collectively, "Confidential Information"). Vendor acknowledges and agrees that the Confidential

Information is the valuable property of the City and/or its licensors, and any unauthorized use, disclosure, dissemination or other release of the Confidential Information will substantially injure the City and/or its licensors. The Vendor (including its employees, subcontractors, agents or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate or otherwise use the Confidential Information without the prior written consent of the City, or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or as a result of an order of any court or other governmental authority with proper jurisdiction, provided the Vendor promptly notifies the City prior to disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Vendor agrees to use protective measures no less stringent than the Vendor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

L. CODES, PERMITS, LICENSES:

Vendor shall comply with all federal, state and local standards, codes and ordinances and the terms and conditions of the services of the electric utility, as well as other authorities that have jurisdiction pertaining to equipment and materials used and their application. None of the terms or provisions of the specification shall be construed as waiving any rules, regulations or requirements of these authorities. Vendor shall be responsible for obtaining all necessary permits, certificates and/or licenses to fulfill contractual obligations to the City.

M. ADVERTISING/PUBLICITY:

Vendor shall not advertise or otherwise publicize, without the City's prior written consent, the fact that the City has entered into the Agreement, except to the extent required by applicable law.

N. INDEPENDENT CONTRACTOR:

The Agreement shall not be construed as creating an employer/employee relationship, a partnership or joint venture. The Vendor's services shall be those of an independent contractor. The Vendor agrees and understands that the Agreement does not grant any rights or privileges established for employees of the City. Vendor shall not be within protection or coverage of the City's Worker Compensation insurance, Health Insurance, Liability Insurance or any other insurance that the City, from time to time, may have in force.

O. LIENS:

Vendor shall defend, indemnify and hold the City harmless from and against any and all liens and encumbrances for all labor, goods and services provided under this Agreement. At the City's request, the Vendor or its subcontractors shall provide a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City. The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances.

P. ASSIGNMENT/DELEGATION:

The Agreement shall be binding upon and endure to the benefit of the City and the Vendor, and their respective successors and assignees, provided however, that no right or interest in the Agreement shall be assigned and no obligation shall be delegated by the Vendor without the prior written consent of the City. Any attempted assignment or delegation by the Vendor shall be void unless made in conformity with this Section. The Agreement is not intended to confer any rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Agreement.

Q. INTERPRETATION:

The Agreement is intended by both parties as the final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Agreement. Although the Agreement may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner fair to both parties, reading no provision more strictly against one party of the other. Whenever a term defined by the Uniform Commercial Code (the "UCC"), as enacted by the State of Texas, is used in the Agreement, the UCC definition shall control unless otherwise defined in the Agreement.

R. GOVERNING LAW AND VENUE:

This Agreement is made under and shall be governed by the laws of the State of Texas, including when applicable, the UCC as adopted in Texas, VTCA, *Business & Commerce Code*, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. This Agreement is fully performable in Leander, TX, and the venue for any action related to this Agreement shall be Leander, TX. All issues arising from this Agreement shall be resolved in the courts of Williamson County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or the ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein and does not waive the city's defense of sovereign immunity.

S. INTERLOCAL COOPERATIVE PURCHASING/PIGGYBACK CONTRACTS:

Other governmental entities may be extended the opportunity to purchase from Solicitations of the City, with the consent and agreement of the awarded Vendor(s) and the City. Such consent and agreement shall be conclusively inferred from lack of exception to this clause in Vendor's Response. However, all parties indicate their understanding and all parties hereby expressly agree that the City is not an agent of, partner to or representative of those outside agencies or entities and that the City is not obligated or liable for any action or debts that arise out of such independently negotiated piggyback procurements.

T. SURVIVABILITY OF OBLIGATIONS:

All provisions of the Agreement that impose continuing obligations on the parties, including but not limited to the warranty, indemnity and confidentiality obligations of the parties, shall survive the expiration or termination of the Agreement.

U. CLAIMS:

If a claim, demand, suit or other action is asserted against the Vendor which arises under or concerns the Agreement, or which could have a material adverse effect on the Vendor's ability to perform thereunder, the Vendor shall give written notice to the City within ten (10) calendar days after receipt of notice by the Vendor. Such notice to the City shall state the date of notification of any such claim, demand, suit or other action; the names and address of the claimant(s); the basis thereof; and the name of each person against whom such claim is asserted. Such notice shall be delivered to the Purchasing Department as set forth below.

V. NOTICES:

Unless otherwise specified, all notices, requests or other communications required or appropriate to be given under the Agreement shall be in writing and deemed delivered three (3) business days after postmarked if sent by US Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, fax, or other commercially accepted means. Notices to the Vendor shall be sent to the address specified in the Vendor's Offer or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to: City of Leander, Purchasing Office, PO Box 319, Leander, Texas 78646 and marked to the attention of the Purchasing Agent.

W. GRATUITIES:

The City may, by written notice to the Vendor, cancel the Agreement without liability if it is determined by the City that gratuities were offered or given by the Vendor or any agent or representative of the Vendor to any officer or employee of the City with the intent of securing the Agreement or securing favorable treatment with respect to awarding or amending or the making of any determinations with respect to performing of the Agreement. In the event the Agreement is cancelled by the City pursuant to this Section, the City shall be entitled, in addition to any other rights and remedies, to recover the benefits or payments to the Vendor, as a result of the gratuities.

X. PERSONAL INTEREST PROHIBITED:

No officer, employee, independent consultant or elected official of the City who is involved in the development, evaluation or decision-making process of the performance of the any Solicitation shall have a financial interest, direct or indirect, in the resulting Agreement. Any willful violation of this Section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. In the event a member of the governing body or an appointed board or commission of the City belongs to a cooperative association, the City may purchase equipment or supplies for the association only if no member of the governing body, board or commission will receive pecuniary benefit from the purchase, other than as reflected as an increase in dividends distributed generally to members of the association. Any violation of this provision with the knowledge, expressed or implied, by the Vendor shall render the Agreement voidable by the City. Nevertheless, the City may obtain the equipment or service if a conflict of interest affidavit is filed and the Council member recuses his/herself.

Y. WAIVER:

No claim or right arising out of a breach of the Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Vendor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Agreement, or an express or implied acceptance of any other existing or future default(s), whether of similar or different character.

Z. DISPUTE RESOLUTION:

If either the Vendor or the City has a claim, dispute or other matter in question for breach of duty, obligations, services rendered or any warranty that arises under this Agreement, the parties shall first attempt to resolve the matter through this dispute resolution process. The disputing party shall notify the other party in writing as soon as practicable after discovering the claim, dispute or breach. The notice shall state the nature of the dispute and list the party's specific reasons for such dispute. Within ten (10) business days of receipt of the notice, both parties shall make a good faith effort, in person or through generally accepted means, to resolve any claim, dispute, breach or other matter in question that may arise out of, or in connection with, this Agreement. If the parties fail to resolve the dispute within sixty (60) days of the date of receipt of the notice of the dispute, then the parties may submit the matter to non-binding mediation upon written consent of authorized representatives of both parties in accordance with the Arbitration Rules of the American Arbitration Association or other applicable rules governing mediation then in effect. If the parties cannot resolve the dispute through mediation, then either party shall have the right to exercise any and all remedies available under law regarding the dispute.

AA. INVALIDITY:

The invalidity, illegality or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace the 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 the entire Agreement from being void should a provision which is the essence of the Agreement be determined to be void.

BB. RIGHT TO ASSURANCES:

In the event the City, in good faith, has reason to question the intent of the Vendor to perform, the City may demand written assurances of the intent to perform. In the event no written assurance is given within the time specified, the City may treat this failure as an anticipatory repudiation of the Agreement.

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

DD. IRAN, SUDAN, FOREIGN TERRORIST ORGANIZATIONS: To the extent this Agreement constitutes 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, the Vendor represents that the Vendor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Vendor is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.



**ADDENDUM
CITY OF LEANDER, TEXAS**

Solicitation: RFP S24-001

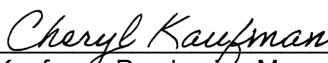
Addendum No: 1

Date of Addendum: November 7, 2023

This addendum is to incorporate the following changes to the above referenced solicitation:

- I. **Clarifications:** Reference Sheet was labeled as Attachment B on the actual sheet and has been relabeled to Attachment A.
- II. **Questions:**
 - Q1. how are the ditches predominantly mowed?
 - A1. Skag mowers are used.
- III. **Additional Information:** Enclosed is the pre-proposal sign-in sheet and site visit map.
- IV. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:



Cheryl Kaufman, Purchasing Manager
Purchasing Office, 512-528-2730

11/7/23

PURCHASING OFFICE MEETING SIGN-IN SHEET

RFP S24-001 Right of Way Mowing

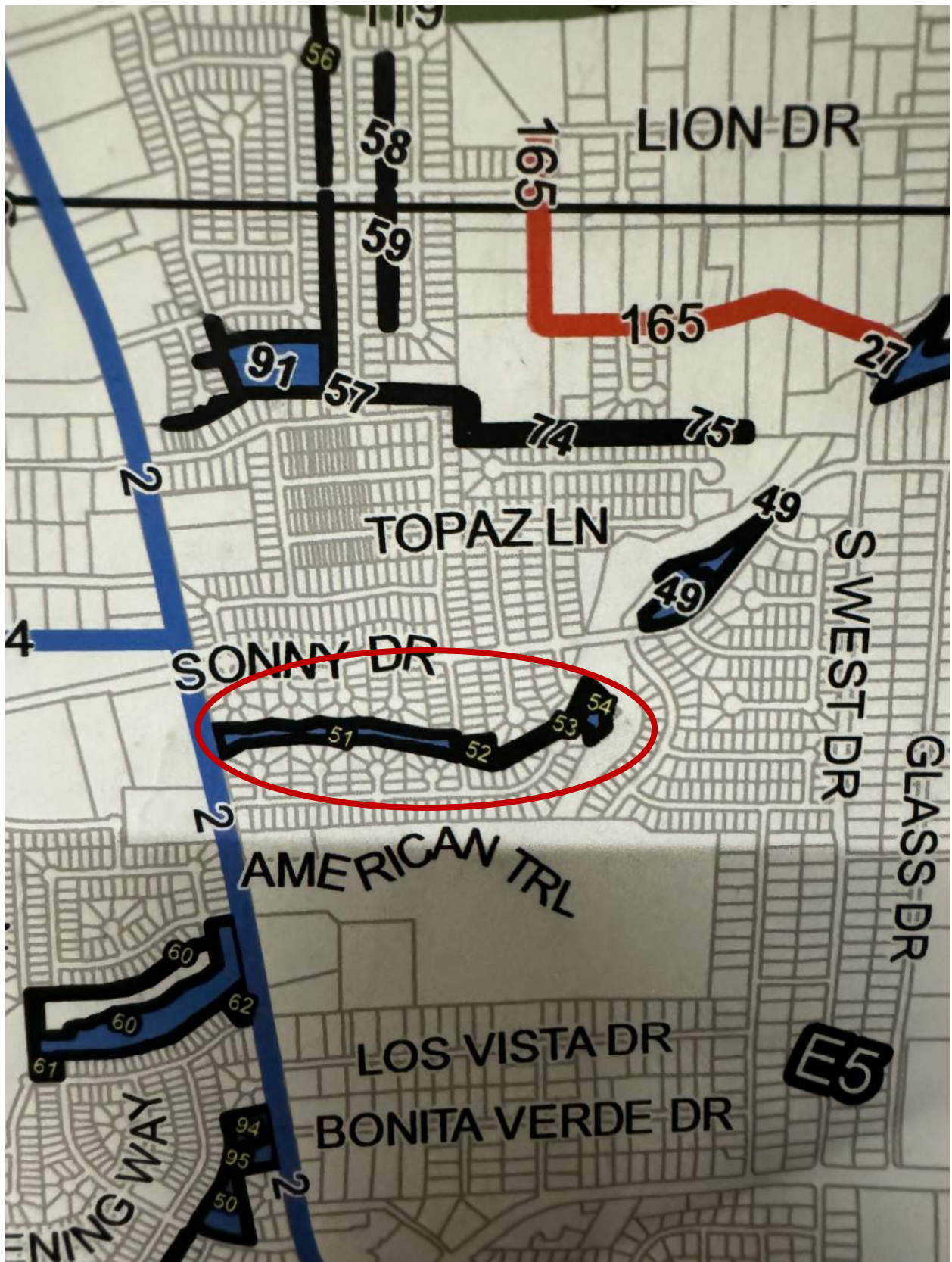
Meeting Date: November 2, 2023

Buyer: Cheryl Kaufman

Place/Room: Pat Bryson Hall- Brushy Room

Please Print Legibly

[illegible]



EVALUATION MATRIX
RFP S24-001
Right of Way Mowing Services

Evaluation Category	Maximum Points	Unity Contractor Services, Inc.	Abescape Group	Incircle Management Inc	Utz Environmental Services	Landscape Designs and Lawn Care LLC	Lupe Rubio Construction Co., Inc.	19Rozez LLC	Corza Construction LLC
Respondent's Solution and Program	30	27	17	15	21	16	0	2	0
Company Work Experience and Personnel	30	28	20	17	19	15	2	1	1
Cost Assigned by Points	40	27	40	28	17	19	36	11	4
Cost		\$427,148.00 BAFO- \$378,349.00	\$290,968.00	\$410,941.00	\$703,590.00	\$609,370.00	\$380,785.00	\$1,078,247.37	\$2,698,000.00
Total	100	82	77	60	57	50	38	14	5

Recommended for Award: Unity Contractor Services, Inc.



EXECUTIVE SUMMARY
1/4/2024

AGENDA SUBJECT:

Approval of the purchase of one (1) New Holland E37C Mini-Excavator with hydraulic hammer and hydraulic thumb for Crystal Falls Golf Course maintenance in the amount of \$63,741.00 from Williamson County Equipment Company, Inc., utilizing Sourcewell Purchasing Cooperative Contract 11723-CNH-2; and authorizing the Interim City Manager to execute any and all necessary documents.

BACKGROUND:

The adopted FY 2024 budget includes funds for the purchase of this new equipment. Once purchased and delivered, the Crystal Falls Golf Club Golf Course Maintenance Teams will use the equipment to effect small repairs to drainage and irrigation systems, light construction, and demolition in and around teeing grounds, greens complexes, fairways, rough areas, and general landscaping.

Chapter 794 § 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." 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. The Sourcewell cooperative purchasing program is a widely used cooperative buying agency that offers the most competitive contract for the requested equipment. The City does not pay a fee to utilize co-op contract pricing.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends the purchase of one (1) New Holland E37C Mini-Excavator with hydraulic hammer and hydraulic thumb.

PRESENTER:

Larry Werner, PGM, General Manager, Crystal Falls Golf Club

	<u>Fiscal Impact</u>
<u>Amount requested:</u>	\$63,741.00
<u>Approved in current budget (Yes / No):</u>	Yes
<u>Expenditure (New / Amended):</u>	New

Recurring or one-time:

One-time

Fund source (Operating / Utility / etc.):

Golf Course Fund (Capital Outlay, 05-01-7100, Major Equipment)

Attachments:

1. Williamson County Equipment Company Quote

Williamson County Equipment Company, Inc.

1006 Carlos G. Parker Blvd. SW

Taylor, Texas 76574

Direct Line: 512-642-5029



Email: Cotter.Stringer@wmcoequip.com

EQUIPMENT QUOTE

NAME: Wayne Slaton			PHONE: 512-791-9502		12/7/2023	
ADDRESS:			CITY, STATE, ZIP:			
SALESMAN: Cotter Stringer			COUNTY:		SHIP DATE:	
STK #	QTY	DESCRIPTION			PRICE	
NEW		New Holland E37C Mini-Excavator			\$ 72,568.00	
		Sourcewell Discount (Contract Number: 11723-CNH-2)			\$ (23,221.00)	
		Freight, Setup, Pre-delivery,			\$ 2,994.00	
NEW		Hydraulic Hammer			\$ 7,950.00	
NEW		Hydraulic Thumb			\$ 3,450.00	
TRADE-IN EQUIPMENT				TOTAL SALE	\$ 63,741.00	
				TRADE ALLOWANCE	\$ -	
MAKE, MODEL, DESCRIPTION		SERIAL	ALLOWANCE	SUBTOTAL	\$ 63,741.00	
				SALES TAX		
				DIESEL TAX		
				HE TAX		
				REG AND DOC FEES		
TRADE ALLOWANCE			\$ -	INSURANCE		
LESS: AMOUNT OWED				DOWN PAYMENT		
NET TRADE ALLOWANCE			\$ -	TOTAL AMOUNT DUE	\$ 63,741.00	
PAYMENT METHOD:						
Payment is due prior to delivery. All used equipment is sold "as is" without warranty unless otherwise stated. Prices, terms, and delivery are subject to approval by the management of the company. Quote expires at the end of this month.				PURCHASER'S SIGNATURE		

THANK YOU FOR YOUR BUSINESS



EXECUTIVE SUMMARY
1/4/2024

AGENDA SUBJECT:

Conduct a Public Hearing 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.

BACKGROUND:

This request is the first step in the zoning process.

HISTORY/TIMELINE:

03/23/2005 – Annexation (Single-Family Suburban)

01/17/2013 – Annexation (Single-Family Rural)

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

APPLICANT/AGENT:

Kimley-Horn & Assoc (Jonathan Sosebee) on behalf of REALEANDER, LLC (Prasad Kollshettl)

RECOMMENDATION:

Staff recommends approval of the requested zoning. The Planning & Zoning Commission recommended approval during the December 14, 2023 meeting.

PRESENTER:

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

Fiscal Impact

N/A

Attachments:

1. Z-23-0098 Att 1 Planning Analysis - ARS Pride
2. Z-23-0098 Att 2 Current Zoning - ARS Pride
3. Z-23-0098 Att 3 FLU Map - ARS Pride

4. Z-23-0098 Att 4 Public Notification - ARS Pride
5. Z-23-0098 Att 5 Proposed Zoning - ARS Pride
6. Z-23-0098 Att 6 Aerial Map - ARS Pride
7. Z-23-0098 Att 7 Letter of Intent - ARS Pride
8. Z-23-0098 Att 8 Neighborhood Outreach - ARS Pride
9. Z-23-0098 Att 9 ARS Pride Zoning Ordinance
10. Z-23-0098 Att 10 12-14-2023 Draft P & Z Minutes



PLANNING ANALYSIS

ZONING CASE Z-23-0098
17451 RONALD W REAGAN BLVD

GENERAL INFORMATION

Owner/Agent: Kimley-Horn & Assoc (Jonathan Sosebee) on behalf of REALEANDER, LLC (Prasad Kollshettl)

Current Zoning: Interim SFS-2-B (Single-Family Suburban)
Interim SFR-1-B (Single-Family Rural)

Proposed Zoning: GC-2-B (General Commercial)

Size and Location: The property is located at 17451 Ronald W Reagan Boulevard, covering approximately 6.314 acres.

Staff Contact: Justin Hunt
Planner

APPLICANT REQUEST

The applicant has submitted a request to change the designated zoning district of their property in order to allow for commercial uses on the property and to align the property with the future land use map designation of Activity Center and surrounding zonings.

STAFF CONCLUSIONS

Y N

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

SPECIAL CONSIDERATIONS

No special considerations.

SITE INFORMATION:

ABUTTING ZONING AND LAND USE:

	ZONING	LAND USE
NORTH	GC-2-B (General Commercial)	Residential Home
EAST	Arterial	Ronald W Reagan Boulevard – Access Controlled
SOUTH	GC-2-B (General Commercial)	Undeveloped Land
WEST	Interim SFR-1-B	Undeveloped Land

SURROUNDING AREA:

This property is located north of RM 2243 and west of Ronald W Reagan Boulevard. The properties north and south of the subject property are zoned general commercial and the property to the west is zoned Single-Family Rural. All surrounding properties are located within the Activity Center future land use category.

PHYSICAL AND NATURAL FEATURES:

This property contains heavy tree coverage at the rear of the property and becomes less dense closer to the property frontage. A portion of the property at the rear is located within the flood zone.

PROPERTY HISTORY:

03/23/2005 – Annexation (Interim Single-Family Suburban)

01/17/2013 – Annexation (Interim Single-Family Rural)

PREVIOUS ZONING CASES:

No previous zoning cases have been held.

MAJOR CORRIDORS:

This property has access onto Ronald W Reagan Boulevard.

TRANSPORTATION PLAN REQUIREMENTS:

This property includes an access-controlled Ronald W Reagan Boulevard and extension of our primary trail system.

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

STREET	CLASSIFICATION	LAND USE CONTEXT	DESIGN ELEMENTS
Ronald W Reagan Boulevard	Arteria	Access Controlled	220' ROW 6 Lanes 10' sidewalk (Primary Trail)

SUBDIVISIONS:

No previous subdivision

EXISTING UTILITIES:

This property has access to water and wastewater along Ronald W Reagan Boulevard.

CURRENT LAND USES:

This property is currently being used as a residential home.

PROPOSED ZONING DISTRICT:**USE COMPONENT****GC – GENERAL COMMERCIAL:**

Features: Any use in LC plus bar, nightclub, entertainment venues, hospital, hotel, liquor store, office/warehouse, vehicle and equipment sales, leasing and repair, furniture sales, pet shop, wholesale activities less than 3,500 sq. ft.

Intent: Development of small to large scale commercial, retail, and commercial service uses located in high traffic areas. Access to this component should be provided by an arterial street. The heaviest concentration of this component should be located at intersections of arterial streets.

SITE COMPONENT

TYPE 2:

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

Intent:

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

ARCHITECTURAL COMPONENT

TYPE B:

Features: 4 or more architectural features.

Intent:

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

COMPREHENSIVE PLAN:

Applicable Comprehensive Plan goal statements

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

Applicable Future Land Use categories

ACTIVITY CENTER

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

In a changing retail environment, Activity Centers are designed to become community destinations with activities, amenities, shopping, restaurants and places to gather, live and work. These mixed-use centers

complement neighborhood centers and the urban development around Leander Station. Individually, these centers are expected to have a differing balance of land use, design, and atmosphere based on their location and context. High-density apartments and lofts are appropriate if designed and connected to the larger mixed-use center.

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

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

INTERGOVERNMENTAL/INTERDEPARTMENTAL REVIEW:

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

SCHEDULE:

DEVELOPMENT MEETING

A development meeting was held with Staff on 4/10/2023. No changes have been made to the project since the development meeting was held.

NOTIFICATION

11/22/2023 - Public Notice on Hill Country News
 11/29/2023 - Mail Notification to Property Owners within 200'
 11/29/2023 - Public Hearing Signage Posted on Property
 12/14/2023 - Planning and Zoning Commission Public Hearing
 01/04/2024 - City Council Public Hearing & First Reading of the Ordinance
 01/18/2024 - City Council Second & Final Reading of the Ordinance

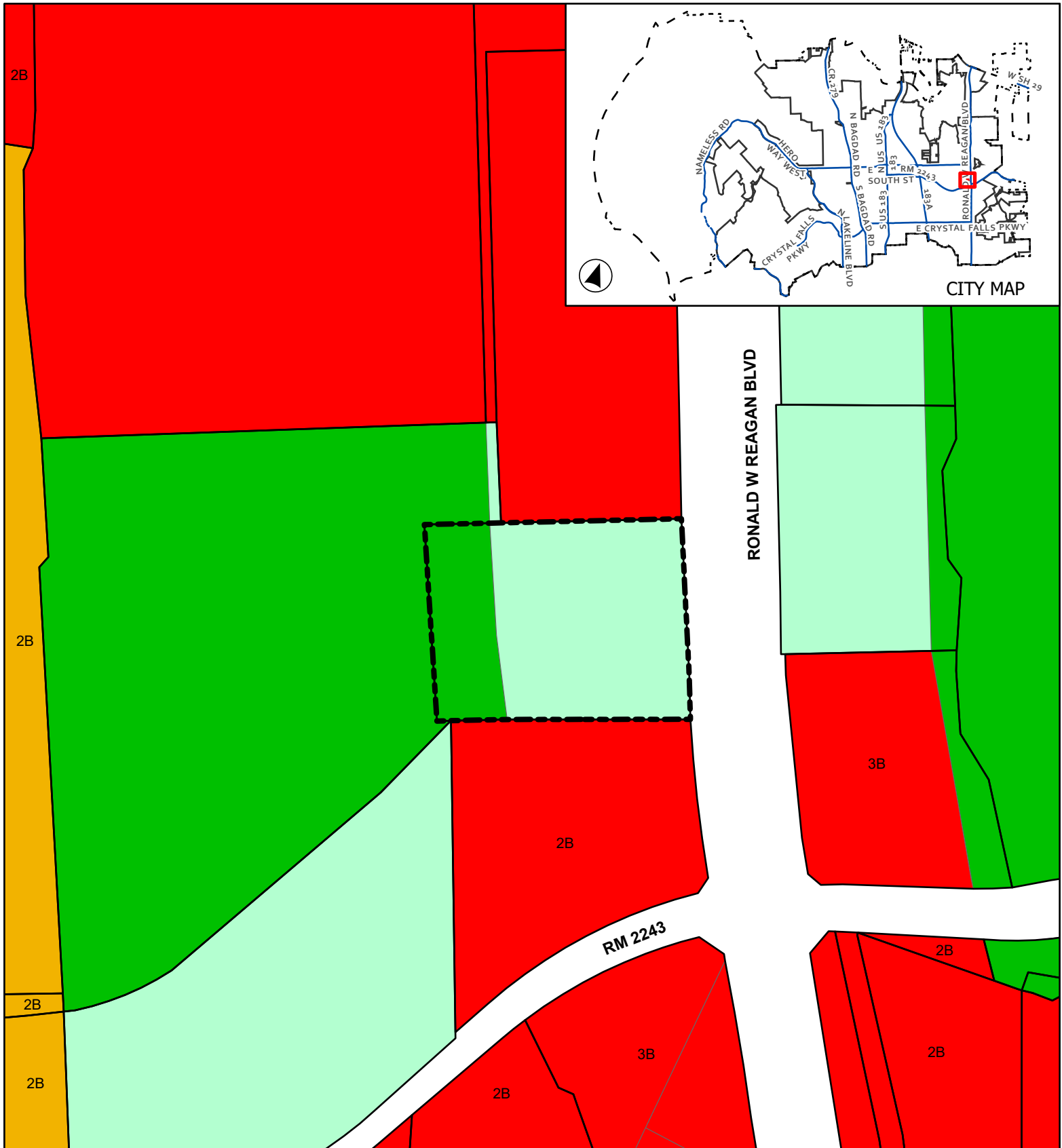
PUBLIC NOTIFICATION:

In addition to the notice mailed on behalf of the City to all property owners within 200', the agent reached out to all property owners of property zoned as single-family or any properties used as single-family uses within 500' as per Article X, Section 3 (d) of the Composite Zoning Ordinance. Any Homeowner's Association located within 500' were also contacted. No issues have been brought up currently.

Please see the full report from the applicant as attachment eight (8).

APPROVAL CRITERIA:

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



CASE: Z-23-0098

ATTACHMENT 2

ARS PRIDE

Current Zoning

- Leander City Limits
- SFR - Single-Family Rural
- SFS - Single-Family Suburban
- SFT - Single-Family Townhouse

- GC - General Commercial
- Subject Boundary
- Extra-Territorial Jurisdiction

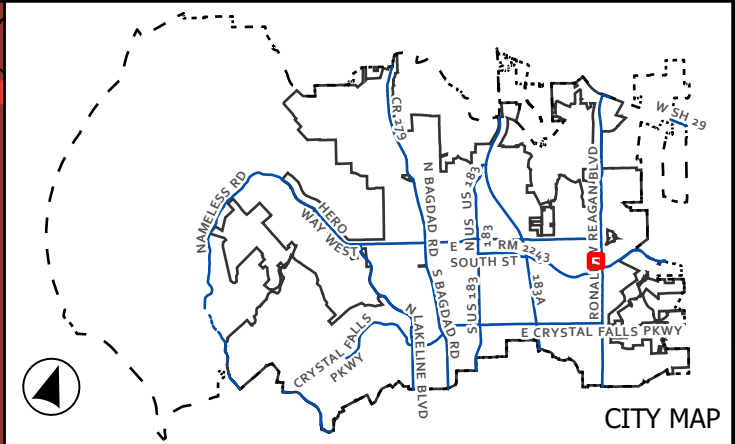
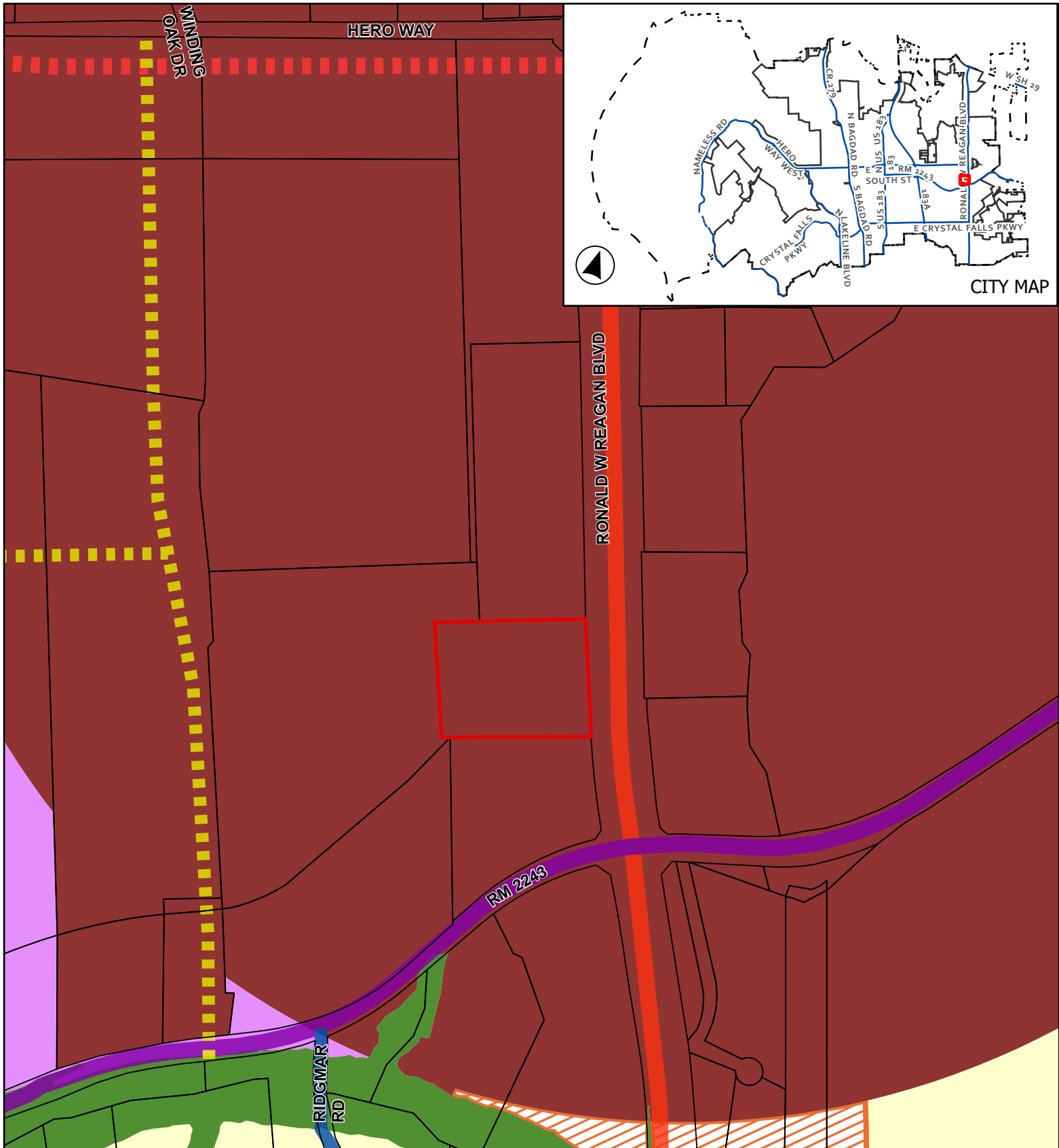


0 105 210



Feet

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



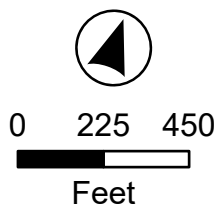
CASE: Z-23-0098

ATTACHMENT 3

ARS PRIDE

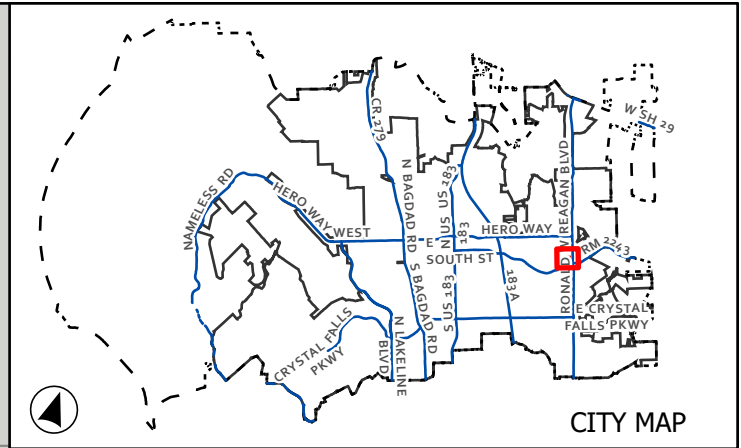
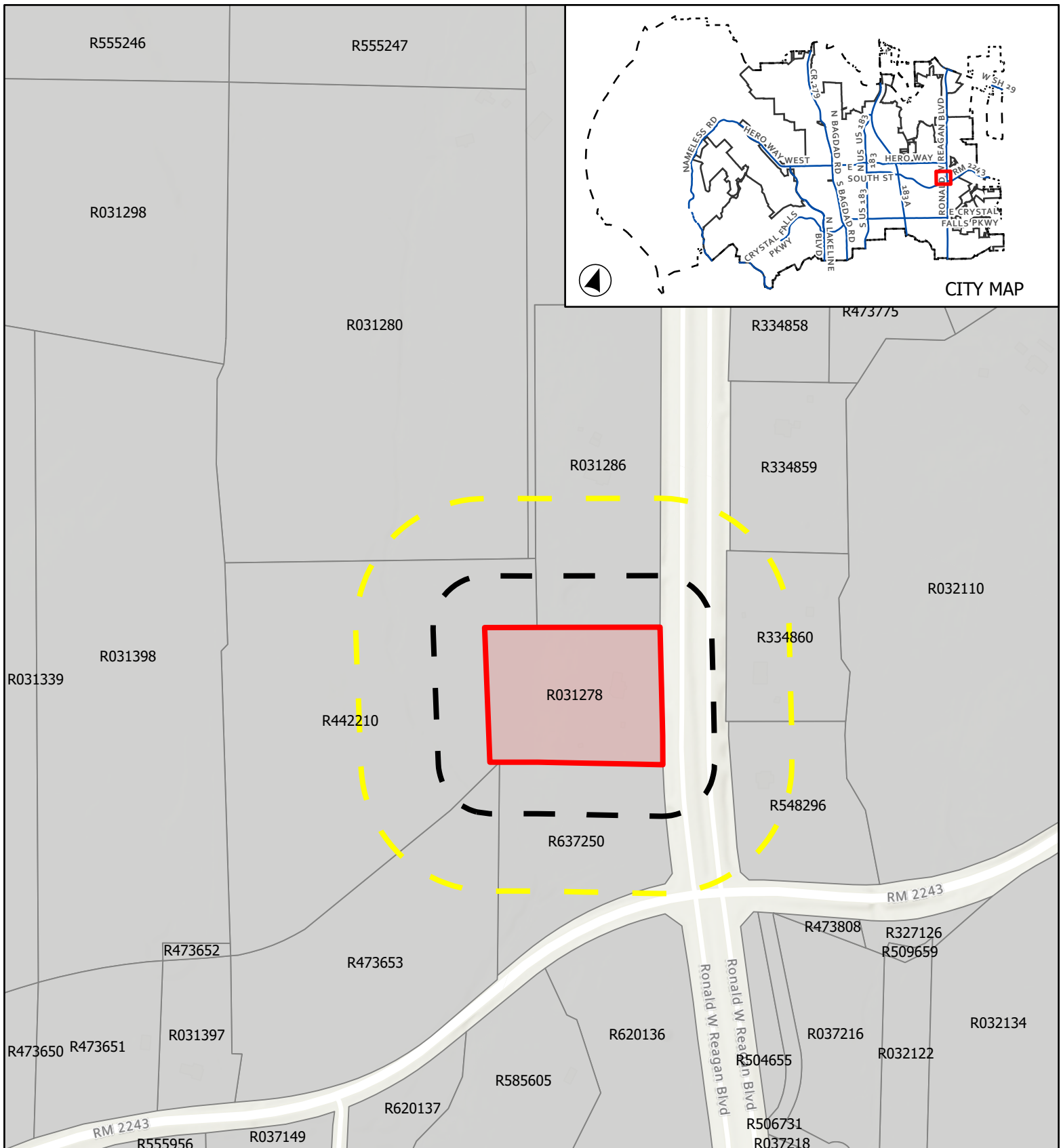
Future Land Use Map

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- Leander City Limits
- ETJ Boundary
- Subject Boundary
- Thoroughfare Plan**
- Access Controlled, Existing
- Arterial 4 Lane, Existing
- Rural, Existing
- Access Controlled, Proposed

- Collector, Proposed
- Future Land Use**
- Neighborhood Residential
- Multi-Use Corridor - Priority Corridor
- Activity Center
- Employment Center
- Greenway



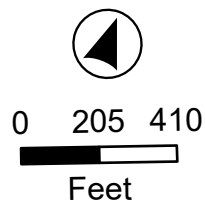
CASE: Z-23-0098

ATTACHMENT 4

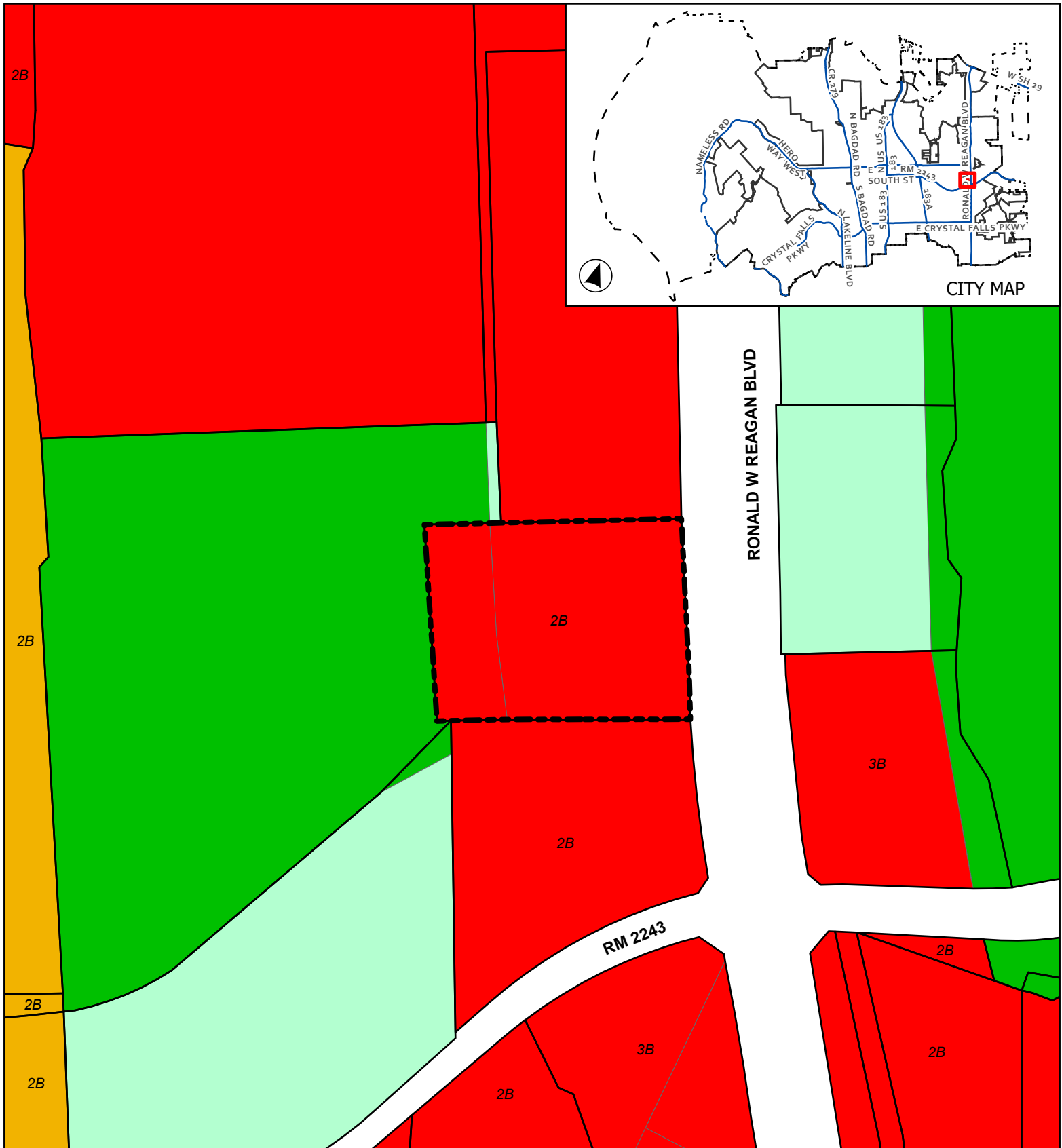
ARS PRIDE

Public Notification

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- City Limits
- ETJ Boundary
- Notification Buffer**
- 200'
- 500'
- Subject Boundary



CASE: Z-23-0098

ATTACHMENT 5

ARS PRIDE

Proposed Zoning

- Leander City Limits
- Subject Boundary
- Extra-Territorial Jurisdiction
- SFR - Single-Family Rural

- SFS - Single-Family Suburban
- SFT - Single-Family Townhouse
- GC - General Commercial

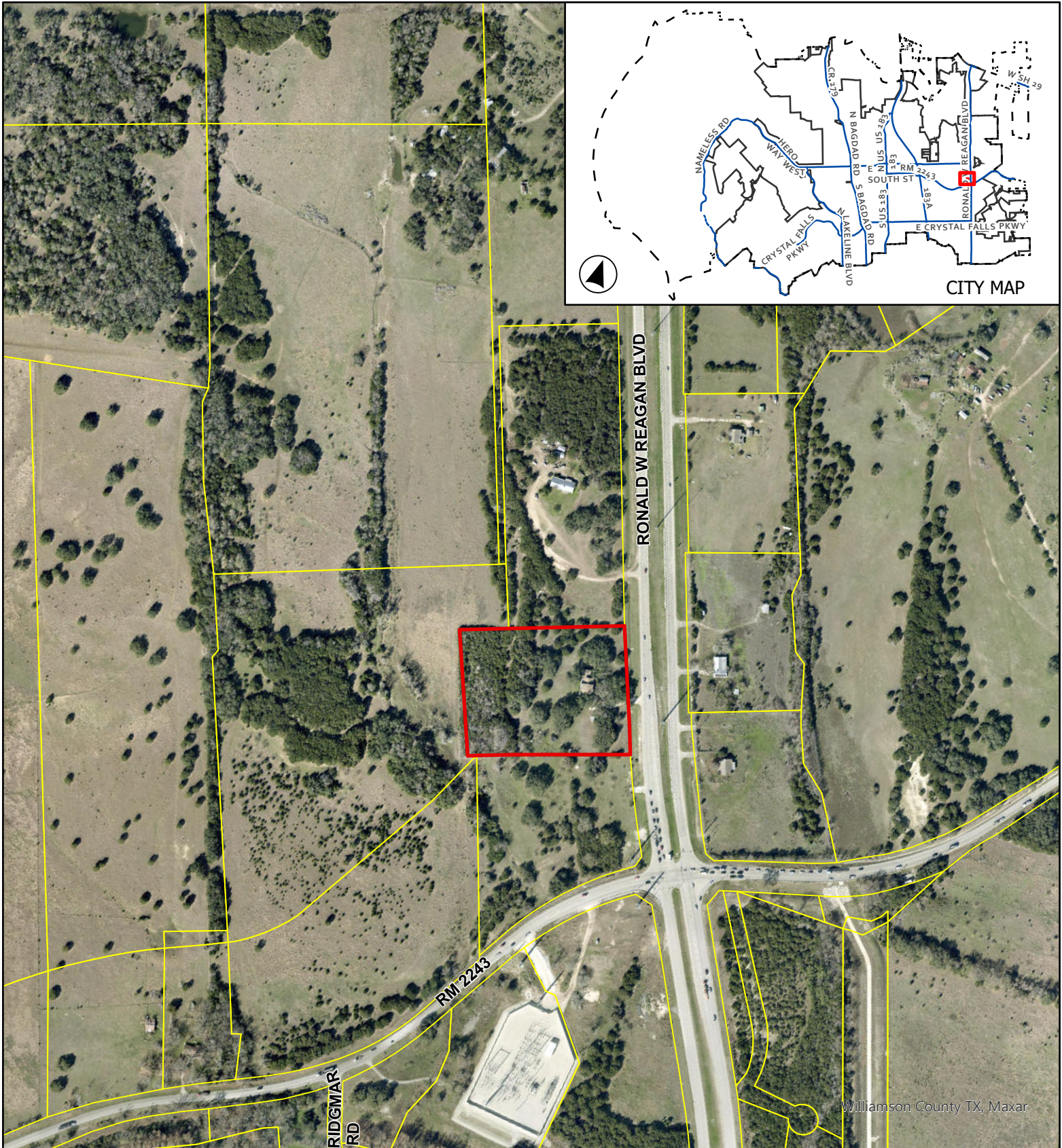
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Feet



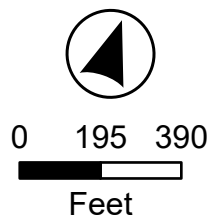
CASE: Z-23-0098

ATTACHMENT 3

ARS PRIDE

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



November 7, 2023

Robin M. Griffin, AICP
Executive Director of Development Services
City of Leander
201 N. Brushy Street
Leander, TX 78641

Via Electronic Submittal

RE: Application for a Zoning Change of the property generally located at 17451 Ronald Reagan Blvd, Leander, TX 78641 (WCAD ID R031278) (the "Property")

Dear Ms. Griffin:

As representatives of the Property owner, please accept this application for Zoning Change. The site is currently zoned Single Family Rural (SFR) and Single Family Suburban (SFS), and it is currently utilized as a single-family residence.

The proposed zoning is General Commercial (GC-2-B), and the intention is to commercial option on the Property to serve residents along the Ronald Reagan corridor and also align with the zoning of neighboring properties along Ronald Reagan.

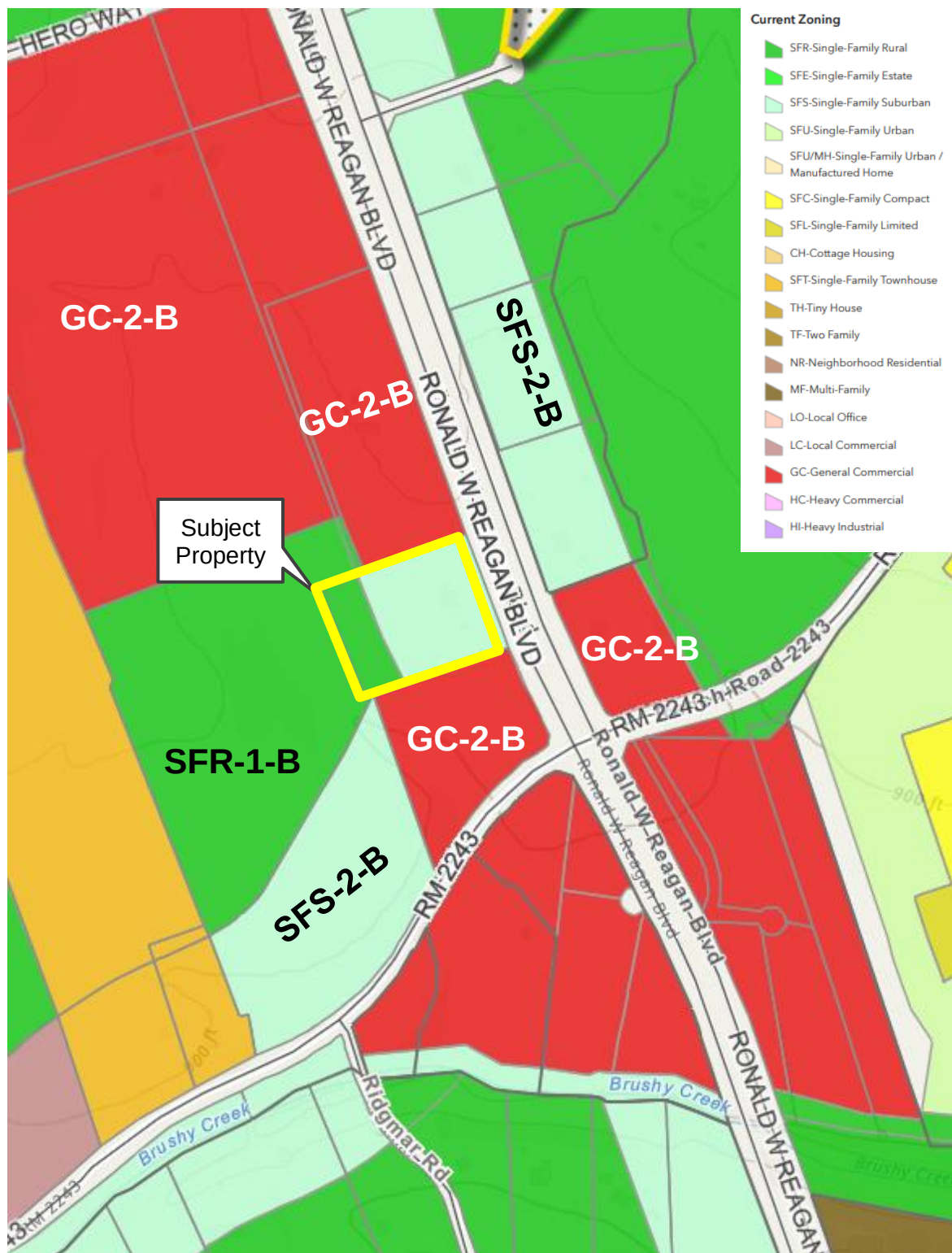
According to the Future Land Use Map (FLUM), the site is located in the Activity Center Future Land Use Category. According to the 2020 Leander Comprehensive Plan, the Activity Center is intended to be a major commercial center and provide diverse retail to serve the region. Commercial retail and big box retail are considered appropriate uses for this category; therefore, the proposed Zoning Change complies with the FLUM.

If you have any questions about this application for rezoning or need additional information, please do not hesitate to contact me at your convenience.

Sincerely,

A handwritten signature in blue ink that reads "Jonathan Sosebee".

Jonathan Sosebee
Jonathan.Sosebee@Kimley-Horn.com
737 787 7705



APPLICANT'S SUMMARY OF NEIGHBORHOOD COMMUNICATIONS

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

The surrounding residential neighbors were notified via a letter postmarked on October 31, 2023. The applicant, Jonathan Sosebee was directly involved in the outreach. The addresses and information provided is attached to this application under the file name "Neighborhood Outreach Information."

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

Property owners were notified. The addresses are attached to this application under the file name "Neighborhood Outreach Information."

3. What concerns were raised during these communications?

No communications have been received at this time. My direct line as well as email was provided and will continue to monitor and work with the neighbors if issues do arise.

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

None at this time.

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

Signature



Date 11/07/2023



November 7, 2023

RE: Rezoning of approximately 6.31 acres generally located at 17451 Ronald Reagan Blvd, Leander, TX 78641 (WCAD ID R031278) (the "Property")

Dear Neighbor:

You are receiving this letter because you are within 500 feet of the Property to be rezoned. The Property is located at 17451 Ronald Reagan Blvd (see map on the back of this page). The property is currently Single Family Rural (SFR) and Single Family Suburban (SFS).

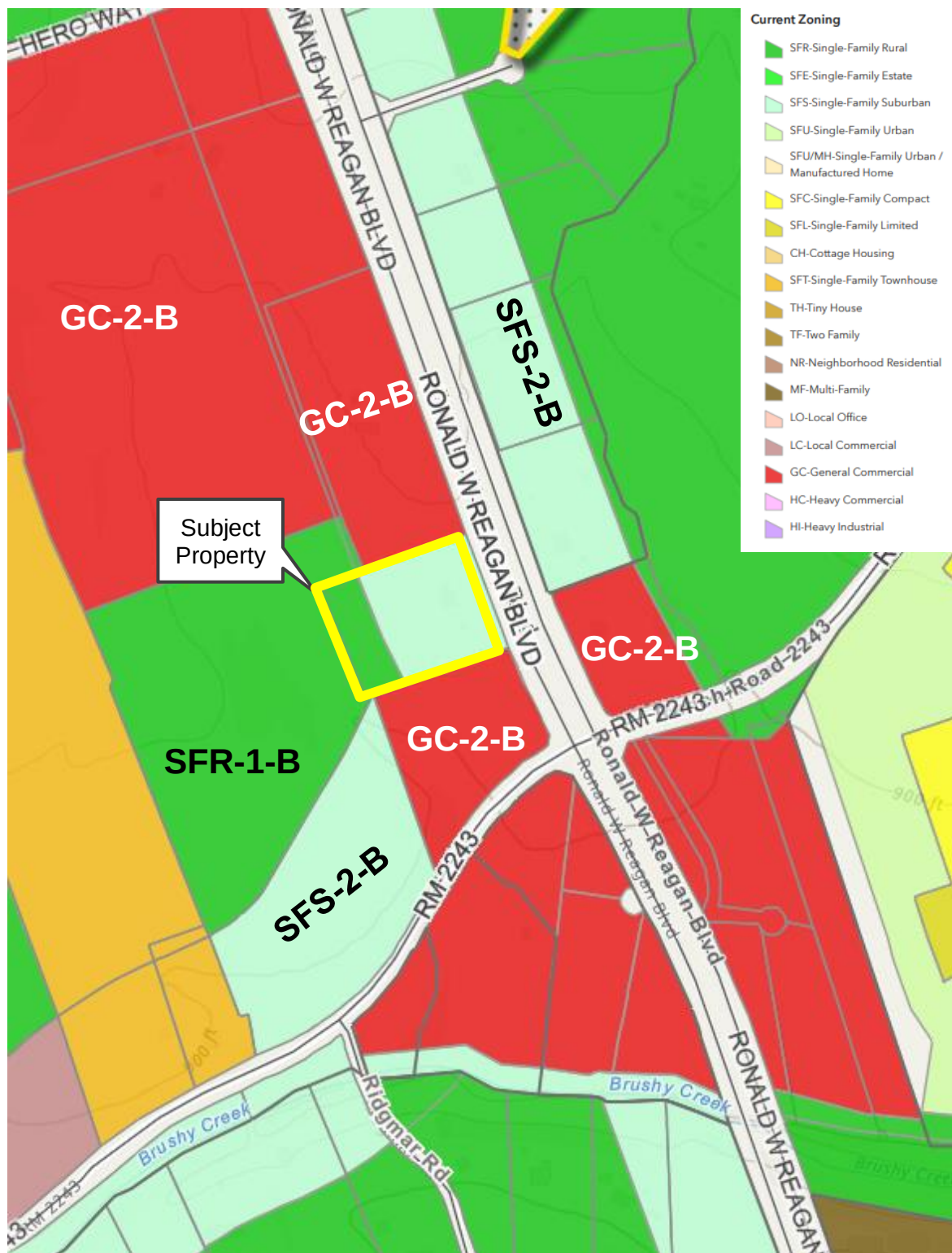
The proposed zoning is General Commercial (GC-2-B), and it will permit a variety of commercial options on the Property to serve residents along the Ronald Reagan corridor and align with the neighboring properties along Ronald Reagan.

If you have any questions about this application for rezoning or need additional information, please do not hesitate to contact me at your convenience.

Sincerely,

A handwritten signature in blue ink that reads "Jonathan Sosebee".

Jonathan Sosebee
Jonathan.Sosebee@Kimley-Horn.com
737 787 7705



Parcel Identi	Acre	First Owner Name	Mailing Address	SiteAddress	Sub or Condo Name	Tax District Code	Column1
R637250	7.049	VALPS LC	8010 MULEY DR AUSTIN, TX 78759	RR 2243, LEANDER, TX 78641	S13060 - VALPS SUB	CAD,CLE,GWI,J01,RFM,SLE,W09	
R031280	37.533	JNK PROPERTIES 1, LTD	8010 MULEY DR AUSTIN, TX 78759-6902	3919 HERO WAY, LEANDER, TX 78641	AW0006 - Harmon, E. D.	CAD,CLE,GWI,J01,RFM,SLE,W09	
R334859	5.004	GARDEN OF LOVE LLC	319 LIME CREEK RD VOLENTE, TX 78641-9167	17480 RONALD W REAGAN BLVD, LEANDER, TX 78641	S5786 - Highmeadow Est	CAD,CLE,GWI,J01,RFM,SLE,W09	
R548296	5.013	GIPPER2243 LLC	C/O AMS COMMERCIAL REAL ESTATE 310 COMAL ST #BLDG A AUSTIN, TX 78702	17400 RONALD W REAGAN BLVD, LEANDER, TX 78641	AW0287 - Hicks, M. Sur.	CAD,CLE,GWI,J01,RFM,SLE,W09	
R620136	13.438	BW RONALD REAGAN 2243 LLC	3708 W SWANN AVE #STE 200 TAMPA, FL 33609	RR 2243, LEANDER, TX 78641	S12731 - BEASLEY SUB	CAD,CLE,GWI,J01,RFM,SLE,W09	
R334860	5.13	GARCIA CAMPOS, ALBINO, III	17420 RONALD W REAGAN BLVD LEANDER, TX 78641	17420 RONALD W REAGAN BLVD, LEANDER, TX 78641	S5786 - Highmeadow Est	CAD,CLE,GWI,J01,RFM,SLE,W09	
R473653	13.12	MAHENDRU, DEVIDASS & SWARAN	9708 OXAUS LN AUSTIN, TX 78759-7766	RR 2243, LEANDER, TX 78641	AW0006 - Harmon, E. D.	CAD,CLE,GWI,J01,RFM,SLE,W09	
R031286	10.101	JNK PROPERTIES 1, LTD	8010 MULEY DR AUSTIN, TX 78759-6902	17501 RONALD W REAGAN BLVD, LEANDER, TX 78641	AW0006 - Harmon, E. D.	CAD,CLE,GWI,J01,RFM,SLE,W09	
R442210	23.044	MAHENDRU, DEVIDASS & SWARAN	9708 OXAUS LN AUSTIN, TX 78759-7766	RR 2243, LEANDER, TX 78641	AW0006 - Harmon, E. D.	CAD,CLE,GWI,J01,RFM,SLE,W09	
R031279	11.86	JNK PROPERTIES 1, LTD	8010 MULEY DR AUSTIN, TX 78759-6902	3957 HERO WAY, LEANDER, TX 78641	AW0006 - Harmon, E. D.	CAD,CLE,GWI,J01,RFM,SLE,W09	



AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING ONE PARCEL OF LAND FROM INTERIM SFS-2-B (SINGLE-FAMILY SUBURBAN) AND INTERIM SFR-1-B (SINGLE-FAMILY RURAL) TO GC-2-B (GENERAL COMMERCIAL); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

SECTION 3. Applicability. This ordinance applies to the following parcel of land, which is herein referred to as the "Property". That certain parcel of land being including 6.314 acres $\pm$; being more particularly described in Exhibit "A"; commonly known as 17451 Ronald W Reagan Boulevard; identified by Williamson Central Appraisal District tax identification number R031278; more particularly described in Instrument Number 2020167271; recorded in the Official Public Records of Williamson County, Texas.

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

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

notation as prescribed by the City's zoning ordinance.

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

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

PASSED AND APPROVED on First Reading this the 4th day of January, 2024.
FINALLY PASSED AND APPROVED on this the 18th day of January, 2024.

ATTEST:

THE CITY OF LEANDER, TEXAS:

Dara Crabtree, City Secretary

Christine DeLisle, Mayor



**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
1/4/2024

AGENDA SUBJECT:

Conduct a Public Hearing regarding Ordinance Case OR-23-0012 to amend the Subdivision Regulations and Ordinance to address the requirement for a traffic study; change the Roadway Adequacy Fee to Roadway Adequacy Payment; to implement the use of a Traffic Study Screening Evaluation Form to determine the level of traffic study required for a development; to update definitions to conform those used elsewhere in the Code; to clarify the appeals procedure; and to provide for related matters, Williamson and Travis Counties, Texas.

- Discuss and consider action regarding Ordinance Case OR-23-0012 as described above.

BACKGROUND:

This request is the final step in the ordinance process. Staff is proposing the following amendments to the Subdivision Regulations and Ordinance:

1. Change the Roadway Adequacy Fee to Roadway Adequacy Payment – The purpose of this ordinance amendment is to change the roadway adequacy fee to a roadway adequacy payment that may be made upon approval by the City Engineer in lieu of providing the improvements required by the Subdivision Ordinance. The payment will be based on the roughly proportional impact of the proposed development or maximum assessable roadway impact fee.
2. Implement the use of a Traffic Study Screening Evaluation Form – The purpose of this ordinance amendment to better define what level of traffic study will be required for a development based on utilizing a Traffic Study Screening Evaluation Form based on traffic generated utilizing the latest edition of the Institute of Transportation Engineers (ITE) Trip Generation Manual.
3. General cleanup of definitions to confirm to how terms are defined elsewhere in the Code of Ordinances and to clarify the appeals procedure.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends the approval of the ordinance amendments.

PRESENTER:

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

Fiscal Impact

Attachments:

1. OR-23-0012 Att 1 Ordinance
2. OR-23-0012 Att 2 Exhibit A Redline
3. OR-23-0012 Att 3 Exhibit B Redline

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING ARTICLE 10.02, EXHIBIT “A”, SECTION 42 TO ADDRESS THE REQUIREMENT FOR A TRAFFIC STUDY; AMENDING ARTICLE 10.03 OF THE CODE OF ORDINANCES TO CHANGE THE ROADWAY ADEQUACY FEE TO ROADWAY ADEQUACY PAYMENT; TO IMPLEMENT USE OF A TRAFFIC STUDY SCREENING EVALUATION FORM TO DETERMINE THE LEVEL OF TRAFFIC STUDY REQUIRED FOR DEVELOPMENT; TO UPDATE DEFINITIONS TO CONFIRM TO THOSE USED ELSEWHERE IN THE CODE; TO CLARIFY APPEALS PROCEDURE; PROVIDING OPEN MEETING AND EFFECTIVE DATE PROVISIONS; AND PROVIDING FOR RELATED MATTERS

WHEREAS, the City Council of the City of Leander, Texas, hereby finds and determines that the regulations adopted herein are adopted pursuant to the City Charter and Sections 51.001 and 212.002, Texas Local Government Code and reasonable and necessary to promote the health, safety, and welfare of the City and the safe, orderly, and healthful development of the City, and to ensure safe and efficient movement of people and goods throughout the City and adjacent areas.

WHEREAS, the City Council further finds that ensuring the adequate sizing, design, and construction of thoroughfares is necessary and essential for the safe flow of vehicular and pedestrian traffic throughout the City and adjacent areas.

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

Section 1. Findings of Fact. The findings and recitations set out hereinabove are found to be true and correct and are hereby adopted by the City Council, and made a part hereof for all purposes as findings of fact.

Section 2. Traffic Study Requirements. Section 42 of Exhibit A, Article 10.02 of the City of Leander Code of Ordinances shall be amended to read as set forth in Exhibit “A” attached hereto and incorporated herein for all purposes.

Section 3. Roadway Adequacy and Traffic Study Requirements. Article 10.03 of the City of Leander Code of Ordinances shall be amended to read as set forth in Exhibit “B” attached hereto and incorporated herein for all purposes.

Section 4. Savings Clause. All rights and remedies of the City of Leander are expressly saved as to any and all violations of the provisions of any ordinances affecting roadway adequacy requirements and subdivisions within the City which have accrued at the time of the effective date of this ordinance; and, as to such accrued

violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

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

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

PASSED AND APPROVED this 4th day of January, 2024.

Attest:

CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor

EXHIBIT “A”
Section 42 Amendment

Section 42. Transportation Improvements.

- (a) *Purpose.* The planning for a thoroughfare system is essential for the continued efficient movement of people and goods, and the Comprehensive Plan shall serve as a guide for the location and scale of future collector and arterial streets. The precise alignment of thoroughfares included in the Plan may be varied to allow adjustments that increase the compatibility of the right-of-way with natural or man-made features such as steep slopes, waterways, wildlife habitats, neighborhoods, historic structures or existing roadways.
- (b) *Policy.*
 - (1) All transportation improvements including streets, driveways, sidewalks, bikeways, traffic control, and parking areas within the City's jurisdiction shall be designed in accordance with the City of Leander Composite Zoning Ordinance, Transportation Master Plan, Comprehensive Plan and the City of Austin's Transportation Criteria Manual, dated August 7, 2020, save and except the following:
 - (i) All references to the Austin Metropolitan Area Transportation Plan shall be construed to mean the City of Leander's Comprehensive Plan and Transportation Master Plan;
 - (ii) All references to the "City of Austin" shall mean the "City of Leander";
 - (iii) Paragraph 1.3.1.G;
 - (iv) Table 1-7A;
 - (v) Paragraph 2.1.0;
 - (vi) Replace Paragraph 2.2.0 with the following: "All developments shall require a certain level of traffic study depending on the complexity of the development and as determined by the City Engineer or his or her assigns through a threshold screening evaluation of the projected added traffic for the proposed land development, utilizing the latest edition of the Institute of Transportation Engineers (ITE) Trip Generation Manual. A Traffic Study Screening Evaluation Form shall be submitted with all land development applications to determine the level of traffic study required. The Traffic Study Screening Evaluation Form expires five (5) years after the city's approval. An updated Traffic Study Screening Evaluation Form must be submitted after this date unless directed differently by the City Engineer or his/her assigns. A traffic study scoping meeting will be held for all traffic study levels, as needed, to define the scope for the traffic study.";
 - (vii) All references to Austin zoning districts as they pertain to street classifications, trip generation, recommended pavement design, off-street parking requirements;
 - (viii) Appendix F; and all references to the City of Austin, including its departments, boards or divisions shall be the same departments, boards or divisions within the City of Leander. Where such departments, boards or divisions do not exist within the City, such references shall be construed to mean the Commission, the City Engineer or other representative authorized by the Council to perform such functions on the City's behalf.
 - (2) Additional street and trail design standards shall be as follows:
 - (i) All streets and trails shall be planned to properly integrate with the existing and proposed system of local, collector and arterial streets and trails and shall conform to the Roadway Plan. Arterial streets shall be provided to the extent that such streets are roughly proportional to the projected impact of the proposed development. Prior to the consideration of an action on a subdivision Plan or Plat, staff shall prepare, and the City Engineer shall review and approve, an individualized determination providing a rough proportionality assessment and a determination of whether the required dedication(s), payment of fees or construction costs, and/or improvement of infrastructure set forth in the determination is roughly proportionate to the impact of the

proposed subdivision. The determination shall include, but, shall not necessarily be limited to, a comparison of the percentage of land within a subdivision to be dedicated for an arterial roadway with the percentage of land in the City and ETJ designated on the Roadway Plan as arterial roadways. The analysis shall include the entire tract of land contained within the initial subdivision application required by the City and shall include existing roadways outside of the land as deemed appropriate by the City Engineer. If the individualized determination demonstrates that the proposed street dedication is not roughly proportional to the impact of the proposed subdivision, the additional right-of-way needed to comply with the Roadway Plan that exceeds the limits of rough proportionality shall be shown as "Reserved Street ROW" on the face of the Plat or Plan.

- (ii) Local streets shall be designed so as to calm traffic and discourage "cut through" traffic including the following:
 - a) Residential collector streets shall be preferred over neighborhood collector streets in proposed residential areas.
 - b) Straight sections of local streets and collector streets with single-family or two-family lots fronting on them shall not exceed one thousand three hundred (1,300) feet in length unless other traffic calming design is utilized as approved by the City or unless such design is approved by the City Engineer.
 - (iii) Streets and trails shall be extended to the boundary lines of the tract as necessary for eventual extension to the adjacent tract(s) to ensure that block lengths do not, in general, exceed the limits defined by this ordinance and to provide access to adjacent property. Residential subdivisions adjacent to and within Activity Centers, Community Centers, and the Employment Mixed Use area, as those areas are identified in the Comprehensive Plan, shall provide a street connection, pedestrian connection, and bicycle connection to adjacent properties within each subdivision. Those residential subdivisions within Neighborhood Centers identified in the Comprehensive Plan shall provide either a pedestrian connection or bicycle path.
 - (iv) Each quadrant of Activity Center, Community Center, Neighborhood Center, or Employment Mixed Use area as designated in the Comprehensive Plan shall include at least one A Street. A Streets shall provide a pedestrian-oriented streetscape and shall be designed to provide connectivity through the entire quadrant. Commercial and multifamily projects within each quadrant of Activity Center, Community Center and Neighborhood Centers shall have frontage onto or connect to the A Street.
 - (v) Provisions shall be made for the appropriate extension of existing and proposed streets and trails. Streets and trails intended to be extended from an adjacent tract shall be extended.
 - (vi) Street and trail right-of-way shall be dedicated with the plat, and the street and trail shall be constructed with the subdivision improvements for the plat, for the full length and/or width of the lots in the subdivision adjacent to such street and trail, unless otherwise approved by the City Engineer.
 - (vii) Private, gated streets or drives may only be approved for local streets or drives and may not be approved where the gated, private street or drive would prohibit the connection of the street network between neighborhoods or otherwise impair the ability to complete the City's overall transportation network.
- (c) *Street Lighting.* Street lighting shall be installed by the developer for all new streets within the jurisdiction of the City, and shall be designed and constructed in accordance with City Standard Details and Specifications.

- (d) *Street Signage.* Street signs shall be installed by the developer at all intersections within and immediately adjacent to a proposed development, and shall be designed and constructed in accordance with City Standard Details and Specifications.
- (e) *Sidewalks.* Sidewalks shall be installed by the developer on both sides of all streets within and immediately adjacent to a proposed development, and shall be designed and constructed in accordance with City Standard Details and Specifications and the Composite Zoning Ordinance.
- (f) *Maintenance of Private Streets.* The developer of any subdivision in which private streets are approved for construction shall establish a property or home owner's association, or similar entity, (the "POA") that will have a binding, continuing responsibility for the maintenance and operation of the private streets and shall establish adequate funding for such maintenance and operation. The POA's maintenance obligation shall be noted on the plat and in the restrictive covenants filed of record for the subdivision in a form that is acceptable to the City. The restrictive covenants shall provide for a monthly or annual assessment sufficient to fund the maintenance and operation of the private streets, shall give the City the authority to judicially enforce the covenants requiring adequate assessments to be made and collected and the streets to be maintained and repaired; and shall provide for the City to recover any attorney's fees and expenses incurred in judicial enforcement. Compliance with this section shall be a condition of final plat approval.
- (g) *Private Streets; Required Easements.* The developer of any subdivision in which private streets are approved for construction shall grant the City a public safety easement and a public utility easement over the private streets in the subdivision in the form acceptable to the City, said public utility easement to include cable and telecommunications utilities. Compliance with this section shall be a condition of final plat approval.
- (h) *Nonresidential or Multifamily Lot Connections.* Development and platting of nonresidential and multifamily properties shall provide for and allow reciprocal access for drive lanes, fire lanes, driveways, and parking lots between interior contiguous lots within a subdivision and lots adjacent to another subdivision or nonresidential or multifamily property.
- (i) *Subdivision Access.* All subdivisions greater than thirty (30) lots shall require a secondary access unless otherwise approved by the Fire Department. The secondary access shall be constructed in accordance with the current Fire Code and City Standard Details and Specifications.
- (j) *Private Streets: Traffic-calming.* Any HOA or POA of a subdivision tasked with maintenance and operation of private streets, pursuant to this Section, may install traffic-calming devices on private streets in accordance with Article 12.07.007 of the City Code of Ordinances. All traffic-calming devices on private roadways in which the City has a public safety or public utility easement shall be constructed in accordance with the City Engineer's design specifications for such devices.

EXHIBIT “B”
Roadway Adequacy Fee Amendment

ARTICLE 10.03. ROADWAY ADEQUACY STANDARDS

Sec. 10.03.001. Findings of fact.

- (a) The recitals set forth in Ordinance 02-033-00 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. It is further found and determined that the regulations adopted herein are adopted pursuant to the City Charter and Sections 51.001 and 212.002, Texas Local Government Code and reasonable and necessary to promote the health, safety, and welfare of the City and the safe, orderly, and healthful development of the City, and to ensure safe and efficient movement of people and goods throughout the City and adjacent areas.
- (b) It is further found and determined by the city council that the traffic impact of certain developments may be reasonably determined by the City Engineer or his/her assigns in consultation with an engineer employed by the developer.

(Ordinance 20-064-00 adopted 9/3/20)

Sec. 10.03.002. Definitions.

Commission. The planning and zoning commission of the city.

Council. The city council.

Development site. The gross area of land subject to a land development application.

Land development application. Any application submitted to the City for the purpose of obtaining approval for the development of land, including but not limited to subdivision applications and site plan applications. This term does not include building permits.

Site plan application. An application for approval of a Site Plan, as that term is defined in Article 14.02, Exhibit "A" of the Code.

Subdivision application. An Application, as that term is defined in Article 10.02, Exhibit "A" of the Code.

Thoroughfare. Any collector or arterial road, or a frontage road for a freeway or highway.

Traffic impact analysis (TIA). A study of the impacts of a development on the City's transportation system conducted by a registered professional engineer.

Traffic Study. A traffic study evaluates the existing conditions, efficiency, operational aspects, and safety of the adjacent roadways and access points for the proposed land development. The study provides recommendations for improvements and mitigations due to the added traffic projected for a proposed land development or infrastructure improvement.

(2003 Code, sec. 10.102)

Sec. 10.03.003. Road adequacy regulations.

- (a) *Applicability.* The road adequacy regulations in this section apply to all non-exempt land development applications within the city limits and within the city's extraterritorial jurisdiction. The applicability of particular road adequacy standards may be further qualified below.

(b) *Purpose and general policy.*

- (1) An adequate network of thoroughfares must support new development.
- (2) Thoroughfares are an essential component of the city's street network and are necessary to accommodate the continuing growth and development of the city.
- (3) It is necessary and desirable to obtain rights-of-way for off-site, abutting and internal thoroughfares to support new development at the time of platting or development of the land.
- (4) There must be a rough proportionality between the traffic impacts created by a new development and requirements placed on the property owner to dedicate and improve off-site, abutting and internal thoroughfare rights-of-way to city standards.
- (5) The city desires to assure both that development impacts are mitigated through contributions of thoroughfare rights-of-way and improvements and that a development project contribute not more than its fair share of thoroughfare costs.
- (6) Adequately sized, designed, and constructed thoroughfares are necessary and essential for the safe flow of vehicular and pedestrian traffic throughout the City and adjacent areas.
- (7) It is the intent of the city that a road adequacy determination is made prior to approval of land development applications.

(c) *Minimum road standards—required improvements.*

- (1) *Applicability.* All land development applications subject to this article shall provide for adequate roads to support proposed development through compliance with the following minimum standards governing dedication and improvement of internal and adjacent thoroughfares. For purposes of this section, adjacent thoroughfares shall include thoroughfares abutting the proposed development site, whether located within the boundaries of the development site or within adjacent public rights-of-way.
- (2) *Standards and specifications.* The property owner shall dedicate and improve all required rights-of-way for internal and adjacent thoroughfares required by these regulations in accordance with the classification of streets contained in the Subdivision Ordinance, the Composite Zoning Ordinance, and the Transportation Master Plan.
- (3) *Dedication and improvement of internal and adjacent thoroughfares.* For adjacent thoroughfares, the property owner shall dedicate and improve one-half of the right-of-way necessary to meet the specifications in the Subdivision Ordinance, the Composite Zoning Ordinance, and the Transportation Master Plan. The city may require additional land and improvements for rights-of-way for adjacent thoroughfares where necessary to achieve adequacy of the road network and where such additional land and improvements are proportional to the traffic impacts generated by the proposed land development, depending on factors such as the impact of the development on the thoroughfare, the timing of development in relation to need for the thoroughfare, and the likelihood that adjoining property will develop in a timely manner. In the case of adjacent frontage or service roads for county, state and federally designated roads, the property owner shall dedicate sufficient right-of-way and make authorized improvements in order to provide an adequate road network to serve the subdivision.
- (4) *Substandard street improvements.* Where an existing thoroughfare that does not meet the city's right-of-way or design standards abuts a proposed new development, the city may require the property owner to dedicate the right-of-way for a standard thoroughfare width, and to improve the street according to the dimensions and specifications in the subdivision regulations, depending on factors such as the impact of the development on the thoroughfare, the timing of the development in relation to need for the thoroughfare, and the likelihood that adjoining property will develop in a timely manner.

- (5) *Payment in lieu of improvements.* Upon approval by the city engineer or his/her assigns, the property owner may pay a roadway adequacy payment in lieu of providing the above required improvements. Said payment will be based on the current cost of designing and constructing roadway improvements.
 - (6) *Capital improvement plan for roads.* A road improvement may be considered adequate for a land development application if the required improvement is included, funded, and approved in the city's, county's or state's two-year capital improvement plan for roads, or if the improvement is included, funded, and approved in the city's, county's or state's three- to five-year capital improvement plans for roads, provided that the applicant agrees to phase development to conform to such scheduled improvement. This section shall not be construed to prevent the city from requiring dedication of rights-of-way for such roads, or from assigning trips to such roads in a traffic impact study in order to determine a development project's proportionate costs of improvements or from requiring payment of roadway impact fees as required by article 12.08.
 - (7) *City participation in costs of improvement.* The city may participate in the costs of improvements required by this section in order to achieve proportionality between the traffic impacts created by the proposed development and the obligation to provide adequate roadways. In such cases, the property owner shall be responsible for the entire initial costs of road improvements, including design costs. Reimbursement of the city's agreed share of the costs shall be made as funds become available. The construction of improvements and the provisions for participation in costs by the city shall be included in a development agreement.
- (d) *Traffic impact analysis.*
- (1) *Applicability.* All land development applications are subject to this article.
 - (2) *Submission.* Every land development application shall be accompanied by a traffic study or traffic impact analysis based on the Institute of Transportation Engineers (ITE) Trip Generation Manual, prepared in accordance with standard transportation engineering practices for purposes of determining the adequacy of the road network to serve the proposed development, and whether off-site road dedication and improvements should be made to mitigate the effects of the development proposed in the land development application.
 - (A) An initial traffic study or traffic impact analysis shall be submitted with the concept plan or first land development application for the development. An updated traffic study or traffic impact analysis shall be submitted with each final plat submitted for approval and shall be generally consistent with the initial traffic study or traffic impact analysis. The initial traffic study or traffic impact analysis shall be updated whenever the land development plan is modified to authorize more intensive development.
 - (B) The traffic study and traffic impact analysis shall determine:
 - (i) Trips to be generated by the proposed development;
 - (ii) Assignment of such trips to the road network analyzed;
 - (iii) The capacity of affected thoroughfares before and after the proposed development;
 - (iv) Specific recommendations for thoroughfare improvements and traffic-control modifications needed to mitigate the traffic from the proposed development; and
 - (v) The development project's proportionate share of the costs of such improvements and modifications.
 - (C) The recommendations for thoroughfare improvements and traffic-control modifications as determined by the traffic study or traffic impact analysis are required above and beyond the minimum improvements stated in subsection (c) above.

(3) *Standards.*

- (A) All developments shall require a certain level of traffic study depending on the complexity of the development and as determined by the City Engineer or his or her assigns through a threshold screening evaluation of the projected added traffic for the development, utilizing the latest edition of the ITE Trip Generation Manual. A Traffic Study Screening Evaluation Form shall be submitted with all land development applications to determine the level of traffic study required. The Traffic Study Screening Evaluation Form expires five (5) years after the city's approval. An updated Traffic Study Screening Evaluation Form must be submitted after this date unless directed differently by the City Engineer or his/her assigns. A traffic study scoping meeting will be held for all traffic study levels, as needed, to define the scope for the traffic study.
- (B) A TIA must conform to the requirements of this article and the requirements of the City of Austin's Transportation Criteria Manual, August 7, 2020 edition.
- (C) Traffic studies and TIAs must describe the study methodology, the data used, and the study findings and provide recommendations based on the results.
- (D) Traffic studies and TIAs must be signed/sealed by a registered professional engineer (State of Texas) or other qualified individual responsible for the supervision and preparation of the study unless specifically not required on the Traffic Study Screening Form..

(Ordinance 24-064-00 adopted 9/3/20)

Sec. 10.03.004. Criteria for decisions.

- (a) The council and/or city staff may deny an application if the results of a traffic study or TIA demonstrate that a proposed development may overburden the city's street system.
- (b) The council and/or city staff may deny an application if the traffic study or TIA demonstrates the projected traffic generated by the project, combining with the existing traffic, exceeds the desirable operating level on a residential or collector street for the study area, or endangers the public safety.
- (c) The council and/or city staff may approve an application that would otherwise be denied if the council determines that:
 - (1) The applicant has satisfactorily mitigated any adverse traffic conditions;
 - (2) The projected additional traffic from a project has an insignificant effect on a residential or collector street.
- (d) An applicant may modify an application to minimize the traffic-related conditions identified in a traffic study or TIA by:
 - (1) Submitting a justification to reduce the projected vehicles;
 - (2) Dedication of additional right-of-way;
 - (3) Rerouting of traffic;
 - (4) Participation in funding of a traffic signal or intersection improvements;
 - (5) Other modifications as determined to be necessary.

(2003 Code, sec. 10.104)

Sec. 10.03.005. Appeal of decisions.

- (a) The applicant for a land development application may appeal a decision in writing by the city staff under this article. The city staff shall submit the appeal to the council within 30 days of the date of the appeal, unless the city staff and the applicant agree on a different date for submission to the Council..
- (b) The applicant shall provide a study in support of the appeal that shall include the minimum:
 - (1) Total vehicle miles of road capacity utilized by the development;
 - (2) Total vehicle miles of road capacity supplied by proposed dedications of rights-of-way or improvements to thoroughfares.
- (c) The council shall consider the appeal and determine whether the thoroughfare or traffic-control dedication and construction requirements are roughly proportional to the nature and extent of the impacts on the road network created by the development proposed. If the appeal alleges that the proposed dedication or construction requirements constitute a deprivation of economical viability or use of vested property, the council shall resolve such issues. The council shall render its decision within thirty (30) days following the final submission of any testimony or evidence by the applicant. Following such determinations, the council may take any of the following actions:
 - (1) Deny the appeal, upon determining that the required dedications of rights-of-way for or improvements to thoroughfares or traffic-control improvements are roughly proportional to the nature and extent of the impacts created by the development, and order that such dedication or improvements be made as a condition of approval of the land development application;
 - (2) Deny the appeal, finding that the dedication or improvement requirements are inadequate to achieve road adequacy, and either deny the land development application or require that additional dedications of rights-of-way dedication for or improvements to thoroughfares or traffic-control improvements be made as a condition of approval of the application;
 - (3) Grant the appeal and waive in whole or in part any dedication or construction requirement that is not roughly proportional; or
 - (4) Grant the appeal, and direct that the city participate in the costs of acquiring rights-of-way or constructing improvements sufficient to achieve proportionality.

EXHIBIT A

Section 42. Transportation Improvements.

- (a) *Purpose.* The planning for a thoroughfare system is essential for the continued efficient movement of people and goods, and the Comprehensive Plan shall serve as a guide for the location and scale of future collector and arterial streets. The precise alignment of thoroughfares included in the Plan may be varied to allow adjustments that increase the compatibility of the right-of-way with natural or man-made features such as steep slopes, waterways, wildlife habitats, neighborhoods, historic structures or existing roadways.
- (b) *Policy.*
- (1) All transportation improvements including streets, driveways, sidewalks, bikeways, traffic control, and parking areas within the City's jurisdiction shall be designed in accordance with the City of Leander Composite Zoning Ordinance, Transportation Master Plan, Comprehensive Plan and the City of Austin's Transportation Criteria Manual, dated August 7, 2020, save and except the following:
- (i) All references to the Austin Metropolitan Area Transportation Plan shall be construed to mean the City of Leander's Comprehensive Plan and Transportation Master Plan;
- (ii) All references to the "City of Austin" shall mean the "City of Leander";
- (iii) Paragraph 1.3.1.G;
- (iv) Table 1-7A;
- ~~(v)~~ Paragraph 2.1.0;
- (vi) Replace Paragraph 2.2.0 with the following: "All developments shall require a certain level of traffic study depending on the complexity of the development and as determined by the City Engineer or his or her assigns through a threshold screening evaluation of the projected added traffic for the proposed land development, utilizing the latest edition of the Institute of Transportation Engineers (ITE) Trip Generation Manual. A Traffic Study Screening Evaluation Form shall be submitted with all land development applications to determine the level of traffic study required. The Traffic Study Screening Evaluation Form expires five (5) years after the city's approval. An updated Traffic Study Screening Evaluation Form must be submitted after this date unless directed differently by the City Engineer or his/her assigns. A traffic study scoping meeting will be held for all traffic study levels, as needed, to define the scope for the traffic study.";
- (vii) All references to Austin zoning districts as they pertain to street classifications, trip generation, recommended pavement design, off-street parking requirements;
- (viii) Appendix F; and all references to the City of Austin, including its departments, boards or divisions shall be the same departments, boards or divisions within the City of Leander. Where such departments, boards or divisions do not exist within the City, such references shall be construed to mean the Commission, the City Engineer or other representative authorized by the Council to perform such functions on the City's behalf.
- (2) Additional street and trail design standards shall be as follows:
- (i) All streets and trails shall be planned to properly integrate with the existing and proposed system of local, collector and arterial streets and trails and shall conform to the Roadway Plan. Arterial streets shall be provided to the extent that such streets are roughly proportional to the projected impact of the proposed development. Prior to the consideration of an action on a subdivision Plan or Plat, staff shall prepare, and the City Engineer shall review and approve, an individualized determination providing a rough proportionality assessment and a determination of whether the required dedication(s), payment of fees or construction costs, and/or improvement of infrastructure set forth in the determination is roughly proportionate to the impact of the

proposed subdivision. The determination shall include, but, shall not necessarily be limited to, a comparison of the percentage of land within a subdivision to be dedicated for an arterial roadway with the percentage of land in the City and ETJ designated on the Roadway Plan as arterial roadways. The analysis shall include the entire tract of land contained within the initial subdivision application required by the City and shall include existing roadways outside of the land as deemed appropriate by the City Engineer. If the individualized determination demonstrates that the proposed street dedication is not roughly proportional to the impact of the proposed subdivision, the additional right-of-way needed to comply with the Roadway Plan that exceeds the limits of rough proportionality shall be shown as "Reserved Street ROW" on the face of the Plat or Plan.

- (ii) Local streets shall be designed so as to calm traffic and discourage "cut through" traffic including the following:
 - a) Residential collector streets shall be preferred over neighborhood collector streets in proposed residential areas.
 - b) Straight sections of local streets and collector streets with single-family or two-family lots fronting on them shall not exceed one thousand three hundred (1,300) feet in length unless other traffic calming design is utilized as approved by the City or unless such design is approved by the City Engineer.
 - (iii) Streets and trails shall be extended to the boundary lines of the tract as necessary for eventual extension to the adjacent tract(s) to ensure that block lengths do not, in general, exceed the limits defined by this ordinance and to provide access to adjacent property. Residential subdivisions adjacent to and within Activity Centers, Community Centers, and the Employment Mixed Use area, as those areas are identified in the Comprehensive Plan, shall provide a street connection, pedestrian connection, and bicycle connection to adjacent properties within each subdivision. Those residential subdivisions within Neighborhood Centers identified in the Comprehensive Plan shall provide either a pedestrian connection or bicycle path.
 - (iv) Each quadrant of Activity Center, Community Center, Neighborhood Center, or Employment Mixed Use area as designated in the Comprehensive Plan shall include at least one A Street. A Streets shall provide a pedestrian-oriented streetscape and shall be designed to provide connectivity through the entire quadrant. Commercial and multifamily projects within each quadrant of Activity Center, Community Center and Neighborhood Centers shall have frontage onto or connect to the A Street.
 - (v) Provisions shall be made for the appropriate extension of existing and proposed streets and trails. Streets and trails intended to be extended from an adjacent tract shall be extended.
 - (vi) Street and trail right-of-way shall be dedicated with the plat, and the street and trail shall be constructed with the subdivision improvements for the plat, for the full length and/or width of the lots in the subdivision adjacent to such street and trail, unless otherwise approved by the City Engineer.
 - (vii) Private, gated streets or drives may only be approved for local streets or drives and may not be approved where the gated, private street or drive would prohibit the connection of the street network between neighborhoods or otherwise impair the ability to complete the City's overall transportation network.
- (c) *Street Lighting.* Street lighting shall be installed by the developer for all new streets within the jurisdiction of the City, and shall be designed and constructed in accordance with City Standard Details and Specifications.

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- (d) *Street Signage.* Street signs shall be installed by the developer at all intersections within and immediately adjacent to a proposed development, and shall be designed and constructed in accordance with City Standard Details and Specifications.
 - (e) *Sidewalks.* Sidewalks shall be installed by the developer on both sides of all streets within and immediately adjacent to a proposed development, and shall be designed and constructed in accordance with City Standard Details and Specifications and the Composite Zoning Ordinance.
 - (f) *Maintenance of Private Streets.* The developer of any subdivision in which private streets are approved for construction shall establish a property or home owner's association, or similar entity, (the "POA") that will have a binding, continuing responsibility for the maintenance and operation of the private streets and shall establish adequate funding for such maintenance and operation. The POA's maintenance obligation shall be noted on the plat and in the restrictive covenants filed of record for the subdivision in a form that is acceptable to the City. The restrictive covenants shall provide for a monthly or annual assessment sufficient to fund the maintenance and operation of the private streets, shall give the City the authority to judicially enforce the covenants requiring adequate assessments to be made and collected and the streets to be maintained and repaired; and shall provide for the City to recover any attorney's fees and expenses incurred in judicial enforcement. Compliance with this section shall be a condition of final plat approval.
 - (g) *Private Streets; Required Easements.* The developer of any subdivision in which private streets are approved for construction shall grant the City a public safety easement and a public utility easement over the private streets in the subdivision in the form acceptable to the City, said public utility easement to include cable and telecommunications utilities. Compliance with this section shall be a condition of final plat approval.
 - (h) *Nonresidential or Multifamily Lot Connections.* Development and platting of nonresidential and multifamily properties shall provide for and allow reciprocal access for drive lanes, fire lanes, driveways, and parking lots between interior contiguous lots within a subdivision and lots adjacent to another subdivision or nonresidential or multifamily property.
 - (i) *Subdivision Access.* All subdivisions greater than thirty (30) lots shall require a secondary access unless otherwise approved by the Fire Department. The secondary access shall be constructed in accordance with the current Fire Code and City Standard Details and Specifications.
 - (j) *Private Streets: Traffic-calming.* Any HOA or POA of a subdivision tasked with maintenance and operation of private streets, pursuant to this Section, may install traffic-calming devices on private streets in accordance with Article 12.07.007 of the City Code of Ordinances. All traffic-calming devices on private roadways in which the City has a public safety or public utility easement shall be constructed in accordance with the City Engineer's design specifications for such devices.

ARTICLE 10.03. ROADWAY ADEQUACY STANDARDS

Sec. 10.03.001. Findings of fact.

- (a) The recitals set forth in Ordinance 02-033-00 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. It is further found and determined that the regulations adopted herein are adopted pursuant to the City Charter and Sections 51.001 and 212.002, Texas Local Government Code and reasonable and necessary to promote the health, safety, and welfare of the City and the safe, orderly, and healthful development of the City, and to ensure safe and efficient movement of people and goods throughout the City and adjacent areas.
- (b) It is further found and determined by the city council that the traffic impact of certain developments may be reasonably determined by the City Engineer or his/her assigns in consultation with an engineer employed by the developer, and that a fee in the amount of \$250.00 per each single family dwelling unit or \$250.00 per peak hour trip generated by any other development will fund and pay the pro-rata share of non-abutting off-site roadway improvements required by development.

(Ordinance 20-064-00 adopted 9/3/20)

Sec. 10.03.002. Definitions.

Commission. The planning and zoning commission of the city.

Council. The city council.

Development site. The gross area of land subject to a land development application.

Land development application. Any application submitted to the City for the purpose of obtaining approval for the development of land, including but not limited to subdivision applications and site plan applications. This term does not include building permits.

Site plan application. An application for approval of a Site Plan, as that term is defined in Article 14.02, Exhibit "A" of the Code.

Subdivision application. An Application, as that term is defined in Article 10.02, Exhibit "A" of the Code. Any application for review, approval or modification of a concept plan, preliminary plat, final plat or detailed development plan that is not exempt from the requirements of the subdivision regulations.

Thoroughfare. Any collector or arterial road, or a frontage road for a freeway or highway.

Traffic impact analysis (TIA). A study of the impacts of a development on the City's transportation system conducted by a registered professional engineer that provides information on the projected traffic generated by a proposed development, assesses the effect of the proposed development on a roadway near the development, identifies a potential traffic operational problem or concern and recommends solutions/actions to address the problems/concerns and assesses the potential vehicular trips generated by other undeveloped sites in the established study boundary.

Traffic Study. A traffic study evaluates the existing conditions, efficiency, operational aspects, and safety of the adjacent roadways and access points for the proposed land development. The study provides

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[recommendations for improvements and mitigations due to the added traffic projected for a proposed land development or infrastructure improvement.](#)

(2003 Code, sec. 10.102)

Sec. 10.03.003. Road adequacy regulations.

- (a) *Applicability.* The road adequacy regulations in this section apply to all non-exempt land development applications within the city limits and within the city's extraterritorial jurisdiction. The applicability of particular road adequacy standards may be further qualified below.
- (b) *Purpose and general policy.*
- (1) An adequate network of thoroughfares must support new development ~~within the urban area.~~
 - (2) Thoroughfares are an essential component of the city's street network and are necessary to accommodate the continuing growth and development of the city.
 - (3) It is necessary and desirable to obtain rights-of-way for off-site, abutting and internal thoroughfares to support new development at the time of platting or development of the land.
 - (4) There must be a rough proportionality between the traffic impacts created by a new development and requirements placed on the property owner to dedicate and improve off-site, abutting and internal thoroughfare rights-of-way to city standards.
 - (5) The city desires to assure both that development impacts are mitigated through contributions of thoroughfare rights-of-way and improvements and that a development project contribute not more than its fair share of thoroughfare costs.
- ~~(6) Adequately sized, designed, and constructed thoroughfares are necessary and essential for the safe flow of vehicular and pedestrian traffic throughout the City and adjacent areas.~~
- ~~(6) It is the city's intent to institute a procedure to assure that mandatory dedication of thoroughfare rights of way and thoroughfare construction requirements are proportional to the traffic demands created by a new development.~~
- ~~(767)~~ It is the intent of the city that a road adequacy determination is made prior to approval of land development applications.

~~(e)(c)~~ Minimum road standards—required improvements.

- (1) *Applicability.* All land development applications subject to this article shall provide for adequate roads to support proposed development through compliance with the following minimum standards governing dedication and improvement of internal and adjacent thoroughfares. For purposes of this section, ~~"adjacent thoroughfares"~~ shall include thoroughfares abutting the proposed ~~subdivision development site~~, whether located within the boundaries of the ~~subdivision development site~~ or within ~~adjacent~~ public rights-of-way.
- (2) *Standards and specifications.* The property owner shall dedicate and improve all required rights-of-way for internal and adjacent thoroughfares required by these regulations in accordance with the classification of streets contained in the subdivision ordinance, ~~the Composite Zoning Ordinance, and the Transportation Master Plan.~~
- (3) *Dedication and improvement of internal and adjacent thoroughfares.* For adjacent thoroughfares, the property owner shall dedicate and improve one-half of the right-of-way necessary to meet the specifications in the subdivision ordinance, ~~the zoning ordinance, and the Transportation Plan.~~ The city may require additional land and improvements for rights-of-way for adjacent thoroughfares where

necessary to achieve adequacy of the road network and where such additional land and improvements are proportional to the traffic impacts generated by the proposed land development, depending on factors such as the impact of the development on the thoroughfare, the timing of development in relation to need for the thoroughfare, and the likelihood that adjoining property will develop in a timely manner. In the case of adjacent frontage or service roads for [county](#), state and federally designated [road/highways](#), the property owner shall dedicate sufficient right-of-way and make authorized improvements in order to provide an adequate road network to serve the subdivision.

- (4) *Substandard street improvements.* Where an existing thoroughfare that does not meet the [city's](#) right-of-way or design standards abuts a proposed new development, the city may require the property owner to dedicate the right-of-way for a standard thoroughfare width, and to improve the street according to the dimensions and specifications in the subdivision regulations, depending on factors such as the impact of the development on the thoroughfare, the timing of the development in relation to need for the thoroughfare, and the likelihood that adjoining property will develop in a timely manner.

- (5) *Payment in lieu of improvements.* Upon approval by the city engineer [or his/her assigns](#), the property owner may pay a roadway adequacy [payment fee](#) in lieu of providing the above required improvements. Said [payment fee](#) will be based on the current cost of designing and constructing roadway improvements, ~~and shall be assessed on a square footage basis for the area of the required improvements according to the dimensions and specifications in the subdivision.~~

- (6) *Capital improvement plan for roads.* A road improvement may be considered adequate for a land development application if the required improvement is included, funded, and approved in the city's, county's or state's two-year capital improvement plan for roads, or if the improvement is included, funded, and approved in the city's, county's or state's three- to five-year capital improvement plans for roads, provided that the applicant agrees to phase development to conform to such scheduled improvement. This section shall not be construed to prevent the city from requiring dedication of rights-of-way for such roads, or from assigning trips to such roads in a traffic impact study in order to determine a development project's proportionate costs of improvements, ~~or from requiring payment of roadway impact fees as required by article 12.08.~~

- (7) *City participation in costs of improvement.* The city may participate in the costs of improvements required by this section in order to achieve proportionality between the traffic impacts created by the proposed development and the obligation to provide adequate roadways. In such cases, the property owner shall be responsible for the entire initial costs of road improvements, including design costs. Reimbursement of the city's agreed share of the costs shall be made as funds become available. The construction of improvements and the provisions for participation in costs by the city shall be included in a ~~land~~ development ~~improvement~~ agreement.

(d) *Traffic impact analysis.*

- (1) *Applicability.* All land development applications [are](#) subject to this article ~~for which proposed development generates traffic in excess of 2,000 average daily trips, based upon the latest edition of the Institute of Transportation Engineers (ITE) Trip Generation Manual. In the event that land uses for the development are not specified at the time of land development application, the daily trip generation rate shall be computed based upon the maximum land use intensity allowed for the development.~~
- (2) *Submission.* Every land development application ~~for a proposed development that generates traffic in excess of 2,000 average daily trips~~ shall be accompanied by a [traffic study or](#) traffic impact analysis based on the [Institute of Transportation Engineers \(ITE\) Trip Generation](#) ~~ITE~~ Manual, prepared in accordance with standard transportation engineering practices for purposes of determining the adequacy of the road network to serve the proposed development, and whether off-site road

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dedication and improvements should be made to mitigate the effects of the development proposed in the land development application.

- (A) An initial [traffic study or](#) traffic impact analysis shall be submitted with the concept plan or first land development application for the development. An updated [traffic study or](#) traffic impact analysis shall be submitted with each ~~public review~~ final plat submitted for approval and shall be generally consistent with the initial [traffic study or](#) traffic impact analysis. The initial [traffic study or](#) traffic impact analysis shall be updated whenever the land development plan is modified to authorize more intensive development.
 - (B) The [traffic study and](#) traffic impact analysis shall determine:
 - (i) Trips to be generated by the proposed development;
 - (ii) Assignment of such trips to the road network analyzed;
 - (iii) The capacity of affected thoroughfares before and after the proposed development;
 - (iv) Specific recommendations for thoroughfare improvements and traffic-control modifications needed to mitigate the traffic from the proposed development; and
 - (v) The development project's proportionate share of the costs of such improvements and modifications.
 - (C) The recommendations for thoroughfare improvements and traffic-control modifications as determined by the [traffic study or](#) traffic impact analysis are required above and beyond the minimum improvements stated in subsection (c) above.
- (3) *Standards.*
- (A) ~~All proposed project developments shall require a certain level of traffic study depending on the complexity of the proposed development and as determined by the City Engineer or his or her assigns through a threshold screening evaluation of the projected added traffic for the proposed land development, utilizing the latest edition of the Institute of Transportation Engineers (ITE) Trip Generation Manual. A Traffic Study Screening Evaluation Form shall be submitted with all land development applications to determine the level of traffic study required. The Traffic Study Screening Evaluation Form expires five (5) years after the city's approval. An updated Traffic Study Screening Evaluation Form must be submitted after this date unless directed differently by the City Engineer or his/her assigns. A traffic study scoping meeting will be held for all traffic study levels, as needed, to define the scope for the traffic study. The city staff shall determine the geographic area to be included in a TIA.~~
 - ~~(B) A TIA must be performed under the supervision of a registered professional engineer (State of Texas) or other qualified individual.~~
 - ~~(B)~~ A TIA must conform to the requirements of this article and the requirements of the City of Austin's Transportation Criteria Manual, [August 7, 2020 edition](#).
 - ~~(C)~~ [Traffic studies and](#) A-TIAs must describe the study methodology, the data used, and the study findings and provide recommendations based on the results.
 - ~~(D)~~ [Traffic studies and](#) A-TIAs must be signed/sealed by a registered professional engineer (State of Texas) or other qualified individual responsible for the supervision ~~of the study~~ and preparation of the ~~study unless specifically not required on the Traffic Study Screening Form.~~ TIA.
 - ~~(F) Desirable operating levels for streets:~~

~~Pavement Width~~
~~Less than 30 ft.~~

~~Vehicles Per Day~~
~~1,200~~

(Republication)

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30 ft. to less than 40 ft.	1,800
40 ft. or wider	4,000

~~(4) *Fee authorized.* Upon request by the applicant and approval by the city engineer, and for plats or zoning applications the planning and zoning commission, applicants shall have the option of providing a TIA for a development project or paying a fee in the amount of \$250.00 for each dwelling unit for single family residential development projects or \$250.00 for each peak hour trip that the proposed development is projected to generate for other development projects.~~

~~(5) *Payment of fee; effect.* The payment of the above referenced fees shall not limit the discretion and judgment that may be exercised pursuant to any other provision of this article, nor the application of any such section or provision to the project. Such fees shall be paid prior to recordation of a final plat for single family or duplex lots or prior to issuance of a site development permit for any other project. The payment of the TIA fee shall not remove the requirement for the payment of the roadway adequacy fee or dedication and installation of the minimum road standards described in subsection (c) above.~~

~~(6) *Disposition of fee.* The fee amount shall be deposited in a city account that will be specifically dedicated for transportation improvements and shall be used in the general vicinity of the development project to make transportation improvements as determined appropriate by the city engineer.~~

(Ordinance 24-064-00 adopted 9/3/20)

Sec. 10.03.004. Criteria for decisions.

- (a) The council and/or city staff may deny an application if the results of a [traffic study or](#) TIA demonstrate that a proposed development may overburden the city's street system.
- (b) The council and/or city staff may deny an application if the [traffic study or](#) TIA demonstrates the projected traffic generated by the project, combining with the existing traffic, exceeds the desirable operating level on a residential or collector street for the study area, or endangers the public safety.
- (c) The council and/or city staff may approve an application that would otherwise be denied if the council determines that:
 - (1) The applicant has satisfactorily mitigated any adverse traffic conditions;
 - (2) The projected additional traffic from a project has an insignificant effect on a residential or collector street.
- (d) An applicant may modify an application to minimize the traffic-related conditions identified in a [traffic study or](#) TIA by:
 - (1) Submitting a justification to reduce the projected vehicles;
 - (2) Dedication of additional right-of-way;
 - (3) Rerouting of traffic;
 - (4) Participation in funding of a traffic signal or intersection improvements;
 - (5) Other modifications as determined to be necessary.

(2003 Code, sec. 10.104)

Sec. 10.03.005. Appeal of decisions.

- (a) The applicant for a land development application may appeal a decision in writing by the city staff under this article. The city staff shall ~~file~~ submit the appeal ~~with to~~ the council within 30 days of the date of the appeal, unless the city staff and the applicant agree on a different date for submission to the Council decision.
- (b) The applicant shall provide a study in support of the appeal that shall include the minimum:
 - (1) Total vehicle miles of road capacity utilized by the ~~project~~ development;
 - (2) Total vehicle miles of road capacity supplied by proposed dedications of rights-of-way or improvements to thoroughfares.
- (c) The council shall consider the appeal and determine whether the thoroughfare or traffic-control dedication and construction requirements are roughly proportional to the nature and extent of the impacts on the road network created by the development proposed. If the appeal alleges that the proposed dedication or construction requirements constitute a deprivation of economical viability or use of vested property, the council shall resolve such issues. The council shall render its decision within thirty (30) days following the final submission of any testimony or evidence by the applicant. Following such determinations, the council may take any of the following actions:
 - (1) Deny the appeal, upon determining that the required dedications of rights-of-way for or improvements to thoroughfares or traffic-control improvements are roughly proportional to the nature and extent of the impacts created by the development, and order that such dedication or improvements be made as a condition of approval of the land development application;
 - (2) Deny the appeal, finding that the dedication or improvement requirements are inadequate to achieve road adequacy, and either deny the land development application or require that additional dedications of rights-of-way dedication for or improvements to thoroughfares or traffic-control improvements be made as a condition of approval of the application;
 - (3) Grant the appeal and waive in whole or in part any dedication or construction requirement that is not roughly proportional; or
 - (4) Grant the appeal, and direct that the city participate in the costs of acquiring rights-of-way or constructing improvements sufficient to achieve proportionality.

(2003 Code, sec. 10.105)



EXECUTIVE SUMMARY
1/4/2024

AGENDA SUBJECT:

Conduct a Public Hearing 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.

BACKGROUND:

This request is the first step in the Comprehensive Plan Amendment process. The adoption of the current Comprehensive Plan was on April 01, 2021 with the five year update provided on March 3, 2022. Since adoption of the plan, staff has updated the Future Land Use Map four times as described below.

1. 10/12/2021 – Updated the Activity Center located to the east of Hero Way and Ronald W Reagan Blvd to support large lot residential.
2. 03/03/2022 – City initiated an amendment to add more Employment Center. This amendment also updated the center referenced in the 10/12/2021 amendment to allow for large lot residential when the property is subject to Edwards Recharge Zone Requirements.
3. 04/07/2022 – Updated the Activity Center located to the southwest of the intersection to allow additional residential zoning.
4. 05/19/2022 – Updated the Multi-Use Corridor along Bagdad Road to allow residential zoning.

HISTORY/TIMELINE:

04/01/2021 Adoption of the Comprehensive Plan
10/12/2021 Update to the Future Land Use Map (Hampton Park Estates)
03/03/2022 Update #1 to the Comprehensive Plan
04/07/2022 Update to the Future Land Use Map (M Ranch)
05/19/2022 Update to the Future Land Use Map (Leander Estates)
02/16/2023 Planning & Zoning Commission Provided a review of the Comprehensive Plan
12/14/2023 Planning & Zoning Commission, 1st Public Hearing
12/28/2023 Planning & Zoning Commission, Action

APPLICANT/AGENT:

City of Leander

RECOMMENDATION:

Staff has received direction from Council to make updates to the Comprehensive Plan with regards to reducing residential zoning permitted in Activity Centers and Employment Centers, update the Comprehensive Plan and Future Land Use Map to address changes to the Transportation Master Plan and provide clarity on some land use

categories. This amendment also includes a change to the Future Land Use Map to the southwest of the intersection of 183A Toll Road and Hero Way.

During the December 14th Planning and Zoning Commission meeting, staff was additionally directed to make updates to the Comprehensive Plan with regards to a reduction in desired mix of residential zoning percentage and encourage additional vertical-mixed use projects within the Urban-Mixed Use land use category.

The Planning & Zoning Commission reviewed the request during the December 28, 2023 meeting. The Commission unanimously recommended approval of the amendment.

PRESENTER:

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

Fiscal Impact

N/A

Attachments:

1. CPA-23-0008 Att 1 Planning Analysis
2. CPA-23-0008 Att 2 FLU Map - Encourage Commercial
3. CPA-23-0008 Att 3 Proposed FLU Map - Encourage Commercial
4. CPA-23-0008 Att 4 Ordinance Comprehensive Plan Amendment
5. 12-28-2023 P & Z Draft Minutes



PLANNING ANALYSIS

COMPREHENSIVE PLAN AMENDMENT CPA-23-0008 PLAN & FUTURE LAND USE MAP UPDATE

GENERAL INFORMATION

Applicant: City of Leander
Staff Contact: Robin M. Griffin, AICP
 Executive Director of Development Services

REQUEST

The purpose in this amendment is to update the Comprehensive Plan with regards to reducing residential zoning permitted in Urban Mixed-Use, Activity Centers and Employment Centers, update the Comprehensive Plan and Future Land Use Map to address changes to the Transportation Master Plan and provide clarity on some land use categories.

COMPREHENSIVE PLAN TEXT UPDATES:

CHAPTER 4: COMMUNITY DIRECTION

FUTURE LAND USE MAP FIGURE 4.1, LAND USE BREAKDOWN

ORIGINAL:

Figure 4.1, Land Use Breakdown

Map Color / Symbol	Land Use Category	Acres	Percent
	Rural	14,223	26.2%
	Neighborhood Residential	19,370	35.5%
	Transitional	125	0.5%
	Neighborhood Center	1,304	2.4%
	Multi-Use Corridor	5,198	9.5%
	Activity Center	1,492	2.8%
	Employment Center	1,280	2.3%
	Industrial	205	0.4%
	Old Town	88	0.2%
	Urban Mixed-Use	204	0.4%
	Leander Central	369	0.7%
	Greenways	1,079	2.0%
	Parks and Preserves	9,296	17.1%
		54,234	100%

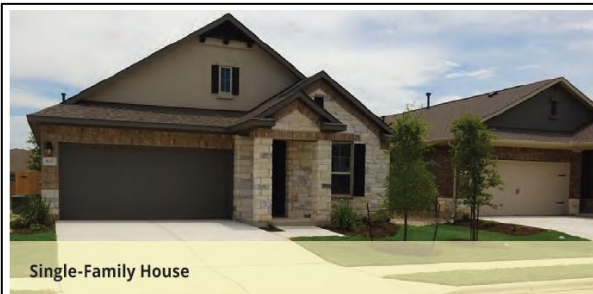
UPDATE:

Figure 4.1, Land Use Breakdown

Map Color / Symbol	Land Use Category	Acres	Percent
	Rural	14,177	26.1%
	Neighborhood Residential	19,027	35.1%
	Transitional	70	0.1%
	Neighborhood Center	1,370	2.5%
	Multi-Use Corridor	4,878	9.0%
	Activity Center	2,082	3.8%
	Employment Center	1,434	2.6%
	Industrial	215	0.4%
	Old Town	88	0.2%
	Urban Mixed-Use	149	0.3%
	Leander Central	369	0.7%
	Greenways	1,083	2.0%
	Parks and Preserves	9,294	17.1%
		54,236	100%

NEIGHBORHOOD RESIDENTIAL

Added the highlighted text to page 85.

**Guidance and Interpretation**

The following recommendations should be considered for decision-making for zoning requests, development approvals, and regulatory adjustments:

- Zoning proposals for districts allowing single-family attached uses, cottages, and townhouses are consistent with the land use category if they are located on and take access from a collector or greater road classification and are considered for areas that provide for a transition between single-family detached residential uses and other more intensive uses (e.g., more intensive zoning districts and future development areas). Attached single-family should be secondary to detached product types.

Existing Zoning District Suitability

- Single-Family Rural (SFR)
- Single-Family Estate (SFE)
- Single-Family Suburban (SFS)
- Single-Family Urban (SFU)
- Single-Family Compact (SFC)
- Planned Unit Development (PUD)
- Single-Family Limited (SFL)
- Single-Family Townhouse (SFT)
- Two-Family (TF)
- Cottage Housing (CH)
- Neighborhood Residential (NR)

* Ordinance 22-031-00 Water Resolution prioritizes low density use components SFR, SFE, and SFS.

ACTIVITY CENTER**CURRENT TEXT:**



ACTIVITY CENTER



Intent and Character

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

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

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

Appropriate Land Use Types

Use	Appropriate Uses
Agricultural	Not appropriate
Residential	In a mixed use development, vertically-integrated mixed use buildings secondary to a non-residential primary use, such as mixed-use urban lofts. Lofts should be integrated into broader development plans, with amenities and walkable connections. Design of the high-density should be in urban and not suburban form. Townhouse-style mid-density is also allowed.
Commercial	Commercial retail, professional offices, personal services, restaurants, grocery stores, big box retail, entertainment, fuel sales, hotels, and similar regional uses.
Industrial	Not appropriate
Institutional	Public recreational uses (e.g., urban plazas and greens); and utility and service uses (e.g., electrical substations, fire stations, etc.).
Other	Other uses could be permitted as limited or conditional basis, assuming an integration with the design character proposed for the Activity Center.

Desired Mix **70-100% Non-Residential**
(Land distribution) **0-30% Residential**

PROPOSED CHANGES:

1. Update the Appropriate Land Use Types matrix to callout a desired mix of 0% residential and clarify this desired mix percentage for residential shall apply to the first story building footprints. This change is supported by the City Council passed Water Resolution.
2. Update the Appropriate Land Use Types matrix residential section to clarify residential (high-density apartments and/or lofts) are only allowed in a vertical mixed-use building or development and in support of commercial uses. This update is further strengthened by the verbiage contained under the Intent and Character Section where “High-density apartments and lofts are appropriate if designed and connected to the larger mixed-use center.” This would typically be seen as a Planned Unit Development for a portion or whole of a site.



ACTIVITY CENTER



Intent and Character

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

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

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

Appropriate Land Use Types

Use	Appropriate Uses
Agricultural	Not appropriate
Residential	In a mixed use development, vertically-integrated mixed use buildings secondary to a non-residential primary use, such as mixed-use urban lofts. Lofts should be integrated into broader development plans, with amenities and walkable connections. Residential uses are not permitted on the first floor of mixed use buildings, including amenities such as fitness centers. Design of the high-density should be in urban and not suburban form.
Commercial	Commercial retail, professional offices, personal services, restaurants, grocery stores, big box retail, entertainment, fuel sales, hotels, and similar regional uses.
Industrial	Not appropriate
Institutional	Public recreational uses (e.g., urban plazas and greens); and utility and service uses (e.g., electrical substations, fire stations, etc.).
Other	Other uses could be permitted as limited or conditional basis, assuming an integration with the design character proposed for the Activity Center.

Desired Mix* **70-100% Non-Residential**
(Land distribution) **0% Residential**

* Desired Mix applies to the first story building footprints.

CURRENT TEXT:


Activity Center illustration of a hypothetical integrated, mixed-use development at a strategic location.

Source: 2015 Destination Leander Plan (LandDesign)

Code Assessment Considerations

- Consider Activity Center zoning guidance for development that is likely to be memorialized as a PUD
- Consider creation of a mid-density multifamily district
- Consider including development incentives to signal priorities
- Study regional detention options in partnership with developers
- Access management and turning movement lanes for entry points
- Increase height requirements
- Reduce tree and landscaping requirements, but ensure quality streetscapes
- Reduce parking ratios and incentivized shared parking

- Development quality (architecture and landscaping) should be of higher quality.
- Although not required, regional detention should be encouraged to serve all parcels in an activity center. This allows for more intensity of use across the rest of the activity center.
- Internal vehicular and pedestrian interconnectivity among uses and parcels is required along with connection to adjacent development.
- Major entrance drives to the activity center should be designed with center planted medians.
- Site development configuration and circulation should account transit stops and accommodations.
- On-site parking should be first accommodated through decreased minimum parking requirements, followed by on-street parking, shared parking, and structured parking placed away from main pedestrian pathways. Individual surface lots for each parcel should not be required.
- Outparcels placed along arterial and collector roads should be developed and connected to serve the internal roads of the activity center.
- Building height and mass should be designed to maximize compatibility with adjacent uses, where the highest intensity is placed at the center of the activity center.
- The make-up of the center that includes the intersection of Ronald W Reagan Blvd and Hero Way may include up to 30% residential. Properties proposed for the SFR (Single-Family Rural) use component and located within the Edward's Aquifer Recharge Zone shall not county against the percentage.

Existing Zoning District Suitability

- Single-family Townhouse (SFT)
- Local Office (LO)
- Local Commercial (LC)
- General Commercial (GC)
- Planned Unit Development (PUD)

PROPOSED CHANGES:

- Update Code Assessment Consideration to remove bullet point #2 – “consider creation of a mid-density multifamily district”. Removal of this item is supported by the spirit and intent of a vibrant, commercial oriented Activity Center.
- Remove bullet point #10 under Guidance and Interpretation. This bullet allows up to 30% residential uses within the hard corner of Ronald Reagan and Hero Way intersection. Primary lots in this area already have a commercial zoning designation and would be better suited for commercial or mixed-use development. Future access-controlled improvements at the intersection of Ronald Reagan at Hero Way would lend itself to more commercial uses.
- Remove Single-Family Townhouse designation under Existing Zoning District Suitability. Townhomes are not supportive of the current Water Resolution and do not align with the spirit and intent of the Activity Center designation.



Activity Center illustration of a hypothetical integrated, mixed-use development at a strategic location.

Source: 2015 Destination Leander Plan (LandDesign)

Code Assessment Considerations

- Consider Activity Center zoning guidance for development that is likely to be memorialized as a PUD
- Consider including development incentives to signal priorities
- Study regional detention options in partnership with developers
- Access management and turning movement lanes for entry points
- Increase height requirements
- Reduce tree and landscaping requirements, but ensure quality streetscapes
- Reduce parking ratios and incentivized shared parking

- required along with connection to adjacent development.
- Major entrance drives to the activity center should be designed with center planted medians.
- Site development configuration and circulation should account transit stops and accommodations.
- On-site parking should be first accommodated through decreased minimum parking requirements, followed by on-street parking, shared parking, and structured parking placed away from main pedestrian pathways. Individual surface lots for each parcel should not be required.
- Outparcels placed along arterial and collector roads should be developed and connected to serve the internal roads of the activity center.
- Building height and mass should be designed to maximize compatibility with adjacent uses, where the highest intensity is placed at the center of the activity center.

Existing Zoning District Suitability

- Local Office (LO)
- Local Commercial (LC)
- General Commercial (GC)
- Planned Unit Development (PUD)

EMPLOYMENT CENTER**CURRENT TEXT:**



EMPLOYMENT CENTER



Intent and Character

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

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

Appropriate Land Use Types

Use	Appropriate Uses
Agricultural	Not appropriate
Residential	High-density residential may be allowed on a limited or conditional basis, only allowed as part of a mixed use development in vertically-integrated mixed use buildings, secondary to an employment use(s) in a project. Design of the high-density should be in urban and not suburban form. Single-family is not appropriate.
Commercial	Commercial retail, office, personal service, and restaurant uses, including drive-throughs. Retail uses are more appropriate for those types of uses which support the employment center but could be considered otherwise based on location and individual circumstances (e.g., at major intersections).
Industrial	Flexible office/warehouse, logistics and distribution centers, data centers, corporate offices and/or campuses, and light manufacturing.
Institutional	Utility and service uses (e.g., electrical substations, fire stations, etc.).
Other	Other uses could be permitted as limited or conditional basis, assuming integration with the design character for the Employment Center area.

Desired Mix **80-100 Non-Residential**

(Land distribution) **0-20% Residential**

PROPOSED CHANGES:

1. Update the Appropriate Land Use Types matrix to callout a desired mix of 0% residential and clarify this desired mix percentage for residential shall apply to the first story building footprints. This change is supported by the City Council passed Water Resolution.
2. Remove reference to “limited, integrated high-density residential only buildings, with such scenarios being tightly regulated to ensure proper mix” within the Intent and Character section. This statement conflicts with both the Water Resolution and the residential use statement under Appropriate Land Use Types matrix.



EMPLOYMENT CENTER



Intent and Character

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

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

Appropriate Land Use Types

Use	Appropriate Uses
Agricultural	Not appropriate
Residential	High-density residential may be allowed on a limited or conditional basis, only allowed as part of a mixed use development in vertically-integrated mixed use buildings, secondary to an employment use(s) in a project. Design of the high-density should be in urban and not suburban form. Single-family is not appropriate.
Commercial	Commercial retail, office, personal service, and restaurant uses, including drive-throughs. Retail uses are more appropriate for those types of uses which support the employment center but could be considered otherwise based on location and individual circumstances (e.g., at major intersections).
Industrial	Flexible office/warehouse, logistics and distribution centers, data centers, corporate offices and/or campuses, and light manufacturing.
Institutional	Utility and service uses (e.g., electrical substations, fire stations, etc.).
Other	Other uses could be permitted as limited or conditional basis, assuming integration with the design character for the Employment Center area.

Desired Mix* **100% Non-Residential**

(Land distribution) **0% Residential**

* Desired Mix applies to the first story building footprints.

THE LEANDER COMPREHENSIVE PLAN

94

CURRENT TEXT:



Professional Office and Retail Strip



Office



Vertical Mixed-Use with Ground Floor Office/Retail

Guidance and Interpretation

The following recommendations should be considered for decision-making for zoning requests, development approvals, and regulatory adjustments:

- New non-residential development should be located on and take access from a collector or greater road classification, or an internal road network designed as part of a larger center.
- Areas within this category should adhere to the recommended mix of non-residential and residential, measured by land distribution. This should be interpreted as a broad area distribution and not a project-by-project required mix. Decisions should be made considering broader community goals and market indicators at the time of proposal.
- Landscaping and aesthetic enhancements should be focused along the perimeter, particularly on major streets and highways, to maintain an attractive gateway feeling.
- Heavy commercial and manufacturing uses should not be zoned adjacent to residential-planned or zoned areas. Such commercial users should take access from internal streets, where practical, and separated with transitional zoning districts and substantial buffering from residential.

Existing Zoning Suitability

- Local Office (LO)
- Local Commercial (LC)
- Planned Unit Development (PUD)
- General Commercial (GC)
- Heavy Commercial (HC)

Code Assessment Considerations

- Create a "Corporate Campus" zoning district to distinguish the desired office complex in this setting—including amenities and limited residential—from the Local Office district.
- Parking lot and bufferyard landscaping should be used to soften auto-oriented uses and create a suburban character.
- Trucking and loading may be likely, as well as noise and lighting, so appropriate screening and distance are required to ensure compatibility with abutting less intense/dense development areas.
- Review height, setback, and lot coverage restrictions to ensure regulations are not too restrictive that they discourage development.

PROPOSED CHANGES:

1. Begin research and development of the "Corporate Campus" zoning district under Code Assessment Consideration.
2. Add definition of Primary Employer:
A primary employer is a business and/or industry that produces goods or services for statewide, national, or international markets. The goods and services are exported to consumers outside of the local region, resulting in a stream of new income for the local economy. Common primary employers are manufacturing, medical and technology mixed-use developments.
3. Add definition of Campus-style Development:
The campus-style development is intended for regional-serving, primary employers in a planned, campus-like environment for office, research, medical, manufacturing, light industrial and heavy commercial uses. This development type would typically be seen as a mixed-use planned development primarily consisting of non-residential uses supported by high-density, multi-story residential in an integrated pattern. Defining aspects of the campus style development would include large green space/buffering areas, collaborative spaces/zones, outdoor amenities for both workers and community and walkable sidewalks/bike lanes.



Professional Office and Retail Strip



Office



Vertical Mixed-Use with Ground Floor Office/Retail

Guidance and Interpretation

The following recommendations should be considered for decision-making for zoning requests, development approvals, and regulatory adjustments:

- New non-residential development should be located on and take access from a collector or greater road classification, or an internal road network designed as part of a larger center.
- Areas within this category should adhere to the recommended mix of non-residential and residential, measured by land distribution. This should be interpreted as a broad area distribution and not a project-by-project required mix. Decisions should be made considering broader community goals and market indicators at the time of proposal.
- Landscaping and aesthetic enhancements should be focused along the perimeter, particularly on major streets and highways, to maintain an attractive gateway feeling.
- Heavy commercial and manufacturing uses should not be zoned adjacent to residential-planned or zoned areas. Such commercial users should take access from internal streets, where practical, and separated with transitional zoning districts and substantial buffering from residential.
- Primary Employer is defined as a business and/or industry that produces goods or services for statewide, national, or international markets. The goods and services are exported to consumers outside of the local region, resulting in a stream of new income for the local economy. Common primary employers are manufacturing, medical and technology mixed-use developments.
- Campus-style development is intended for regional-serving, primary employers in a planned, campus-like environment for office, research, medical, manufacturing, light industrial and heavy commercial uses. This development type would typically be seen as a mixed-use planned development primarily consisting of non-residential uses supported by high-density, multi-story residential in an integrated pattern. Defining aspects of the campus style development would include large green space/buffering areas, collaborative spaces/zones, outdoor amenities for both workers and community and walkable sidewalks/bike lanes.

Existing Zoning Suitability

- General Commercial (GC) • Local Office (LO) • Planned Unit Development (PUD)
- Heavy Commercial (HC) • Local Commercial (LC)

Code Assessment Considerations

- Create a "Corporate Campus" zoning district to distinguish the desired office complimentary—from the Local Office district.
- Parking lot and bufferyard landscaping should be used to soften auto-oriented uses and create a suburban character.
- Trucking and loading may be likely, as well as noise and lighting, so appropriate screening and distance are required to ensure compatibility with abutting less intense/dense development areas.
- Review height, setback, and lot coverage restrictions to ensure regulations are not too restrictive that they discourage development.

URBAN-MIXED USE CURRENT TEXT



URBAN MIXED-USE

Intent and Character

The Urban Mixed-Use future land use category contains the areas directly adjacent to Leander Central and Old Town and is envisioned to provide a transition from those higher density/intensity uses to the traditional residential developments nearby. These areas are supportive to the transit-oriented environment of the Central area and will be connected to the Central developments through streets, trails and greenways.

Residential uses include small-lot single family, townhouse, low-density multi-family, and urban lofts. Commercial development can be a mix of urban and local retail and office, restaurants and entertainment, hotels, civic, and related uses.

These areas are envisioned to be developed with a semi-urban character, with some areas developing under the form-based code and others through traditional zoning. Typically, buildings are more street-oriented, with build-to lines, on-street parking or periphery parking, pedestrian and bicycle facilities, and short blocks with high street connectivity.



Appropriate Land Use Types

Use	Appropriate Uses
Agricultural	Not appropriate
Residential	Single-family attached uses, townhouses, low and medium density multi-family and mixed-use urban lofts.
Commercial	Retail, personal service, office, entertainment and restaurant (without drive-throughs) uses and those uses permitted in the Central area, if they meet appropriate design standards and locational and decision-making criteria.
Industrial	Not appropriate
Institutional	Places of public assembly, public recreational uses (e.g., parks, playgrounds, and urban plazas); and utility and service use (e.g., electrical substations, fire stations, etc.).
Other	Other uses could be permitted as limited or conditional basis, assuming they meet the Urban Mixed-Use character and relationship with the streets.

Desired Mix
(Land distribution)

40-100% Residential
0-60% Non-Residential

PROPOSED CHANGES:

1. Update the Appropriate Land Use Types matrix to callout a desired mix of 0% residential and clarify this desired mix percentage for residential shall apply to the first story building footprints. This change is supported by the City Council passed Water Resolution.
2. Update the Appropriate Land Use Types Matrix Residential section to include "A Higher-density residential percentage for apartments or lofts may be allowed on a limited or conditional basis, only allowed as part of a mixed-use development in vertically integrated mixed-use buildings, secondary to allowable commercial uses of an Urban Mixed-Use project. Design of the high-density should be urban and not suburban."
3. Update the Appropriate Land Use Types matrix residential section to clarify residential (high-density apartments and/or lofts) are only allowed in a vertical mixed-use building or development and in support of commercial uses.



URBAN MIXED-USE

Intent and Character

The Urban Mixed-Use future land use category contains the areas directly adjacent to Leander Central and Old Town and is envisioned to provide a transition from those higher density/intensity uses to the traditional residential developments nearby. These areas are supportive to the transit-oriented environment of the Central area and will be connected to the Central developments through streets, trails and greenways.

Residential uses include small-lot single family, townhouse, low-density multi-family, and urban lofts. Commercial development can be a mix of urban and local retail and office, restaurants and entertainment, hotels, civic, and related uses.

These areas are envisioned to be developed with a semi-urban character, with some areas developing under the form-based code and others through traditional zoning. Typically, buildings are more street-oriented, with build-to lines, on-street parking or periphery parking, pedestrian and bicycle facilities, and short blocks with high street connectivity.



Appropriate Land Use Types

Use	Appropriate Uses
Agricultural	Not appropriate
Residential	A Higher-density residential percentage for apartments or lofts may be allowed on a limited or conditional basis, only allowed as part of a mixed-use development in vertically integrated mixed-use buildings, secondary to allowable commercial uses of an Urban Mixed-Use project. Design of the high-density should be urban and not suburban.
Commercial	Retail, personal service, office, entertainment and restaurant (without drive-throughs) uses and those uses permitted in the Central area, if they meet appropriate design standards and locational and decision-making criteria.
Industrial	Not appropriate
Institutional	Places of public assembly, public recreational uses (e.g., parks, playgrounds, and urban plazas); and utility and service use (e.g., electrical substations, fire stations, etc.).
Other	Other uses could be permitted as limited or conditional basis, assuming they meet the Urban Mixed-Use character and relationship with the streets.

Desired Mix*
(Land distribution)

0 - 30% Residential
70-100% Non-Residential

* Desired Mix applies to the first story building footprints.



- New development shall follow an integrated street pattern, in the character of the Smartcode street context. Conventional commercial may be appropriate along 183A frontage, without disassociation from the adjacent, transitional development context.
- New development shall be built with an urban character that follows the performance standards indicative to the greater area, including sidewalks and street trees. A variety of residential, community, and commercial uses are appropriate.
- Connectivity to the station and central areas through trails and sidewalks is critical to maintaining access for transportation and recreation.
- New single-family attached uses (i.e., triplexes) and mixed-use urban lofts are permitted if designed to the current urban character of the area.

Existing Zoning Suitability

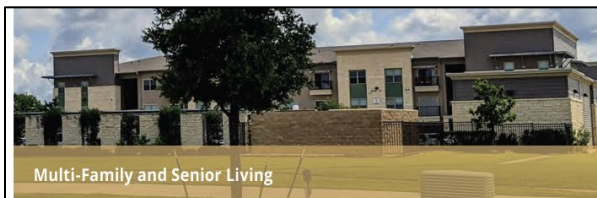
- Single-Family Townhouse (SFT)
- Cottage Housing (CH)
- Multi-Family (MF)
- Local Office (LO)
- Tiny House (TH)
- Local Commercial (LC)
- General Commercial (GC)
- Planned Unit Development (PUD)
- Transects (T4, T5, Civic, SD)

Code Assessment Considerations

- Create a mid-density zoning district to accommodate medium-density multi-family at a scale and character consistent with the land use
- Review buffers and screening to ensure compatibility (urban scale)
- Ensure subdivision street requirements when conventional district development is permitted, to maintain urban street patterns
- Connectivity and efficient infrastructure requirements to add value
- Review building height and setbacks for consistency
- Green space and shade considerations

PROPOSED CHANGES:

1. Under Code Assessment considerations, remove reference to “creation of a mixed density zoning district to accommodate medium density multi-family”. This change is supported by the City Council passed Water Resolution.



- New development shall follow an integrated street pattern, in the character of the Smartcode street context. Conventional commercial may be appropriate along 183A frontage, without disassociation from the adjacent, transitional development context.
- New development shall be built with an urban character that follows the performance standards indicative to the greater area, including sidewalks and street trees. A variety of residential, community, and commercial uses are appropriate.
- Connectivity to the station and central areas through trails and sidewalks is critical to maintaining access for transportation and recreation.
- New single-family attached uses (i.e., triplexes) and mixed-use urban lofts are permitted if designed to the current urban character of the area.

Existing Zoning Suitability

- Single-Family Townhouse (SFT)
- Cottage Housing (CH)
- Multi-Family (MF)
- Local Office (LO)
- Tiny House (TH)
- Local Commercial (LC)
- General Commercial (GC)
- Planned Unit Development (PUD)
- Transects (T4, T5, Civic, SD)

Code Assessment Considerations

- Review buffers and screening to ensure compatibility (urban scale)
- Ensure subdivision street requirements when conventional district development is permitted, to maintain urban street patterns
- Connectivity and efficient infrastructure requirements to add value
- Review building height and setbacks for consistency
- Green space and shade considerations

FUTURE LAND USE MAP UPDATES:

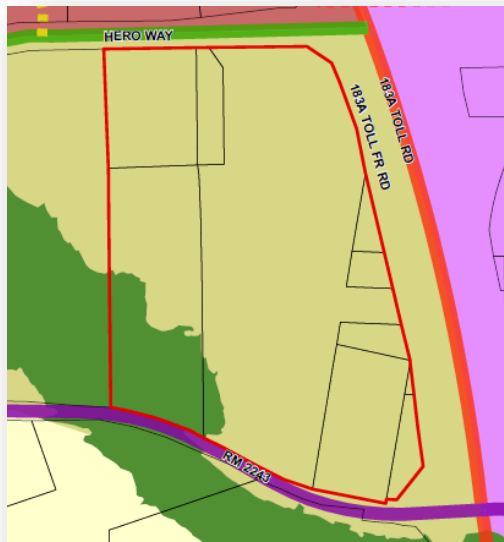
The Future Land Use Map update includes a change to the location of different land use categories in response to changes to the Transportation Master Plan, need for more large commercial areas and/or future extensions of roadways.

Below, please find a legend for the different land use categories and road types:

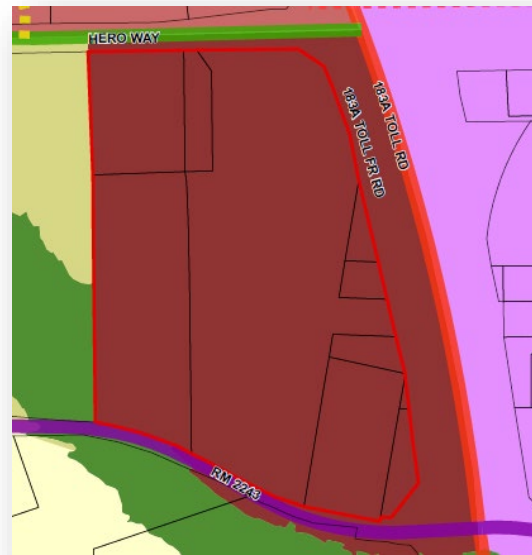
Access Controlled, Existing	Access Controlled, Proposed	Rural	Activity Center
Arterial 6 Lane, Existing	ARTERIAL 6, Proposed	Neighborhood Residential	Employment Center
Arterial 4 Lane, Existing	Arterial 4 Lane, Proposed	Transitional	Industrial
Collector, Existing	Collector, Proposed	Neighborhood Center - Solid	Old Town
Rural, Existing	Rural, Proposed	Neighborhood Center	Urban Mixed Use
Existing School	Future School	Multi-Use Corridor	Leander Central
Lakes and Ponds		Multi-Use Corridor - Priority Corridor	Greenway
Streams		Neighborhood Center - Priority Corridor	Parks and Preserves

Northwest of the Intersection of 183A Toll Road and RM 2243 – Expands the Activity Center designation to encourage a greater percentage and desired mix of commercial uses along and supportive of 183A Toll Road. The future expansion and accelerated use of 183A Toll Road supports large employers and more commercial uses than residential.

CURRENT:



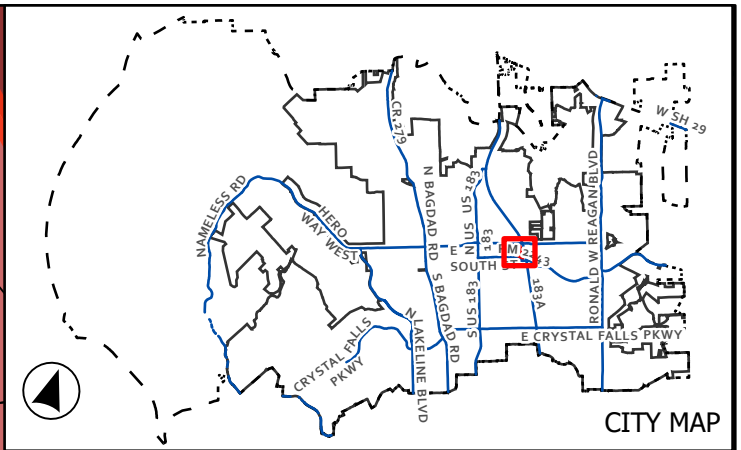
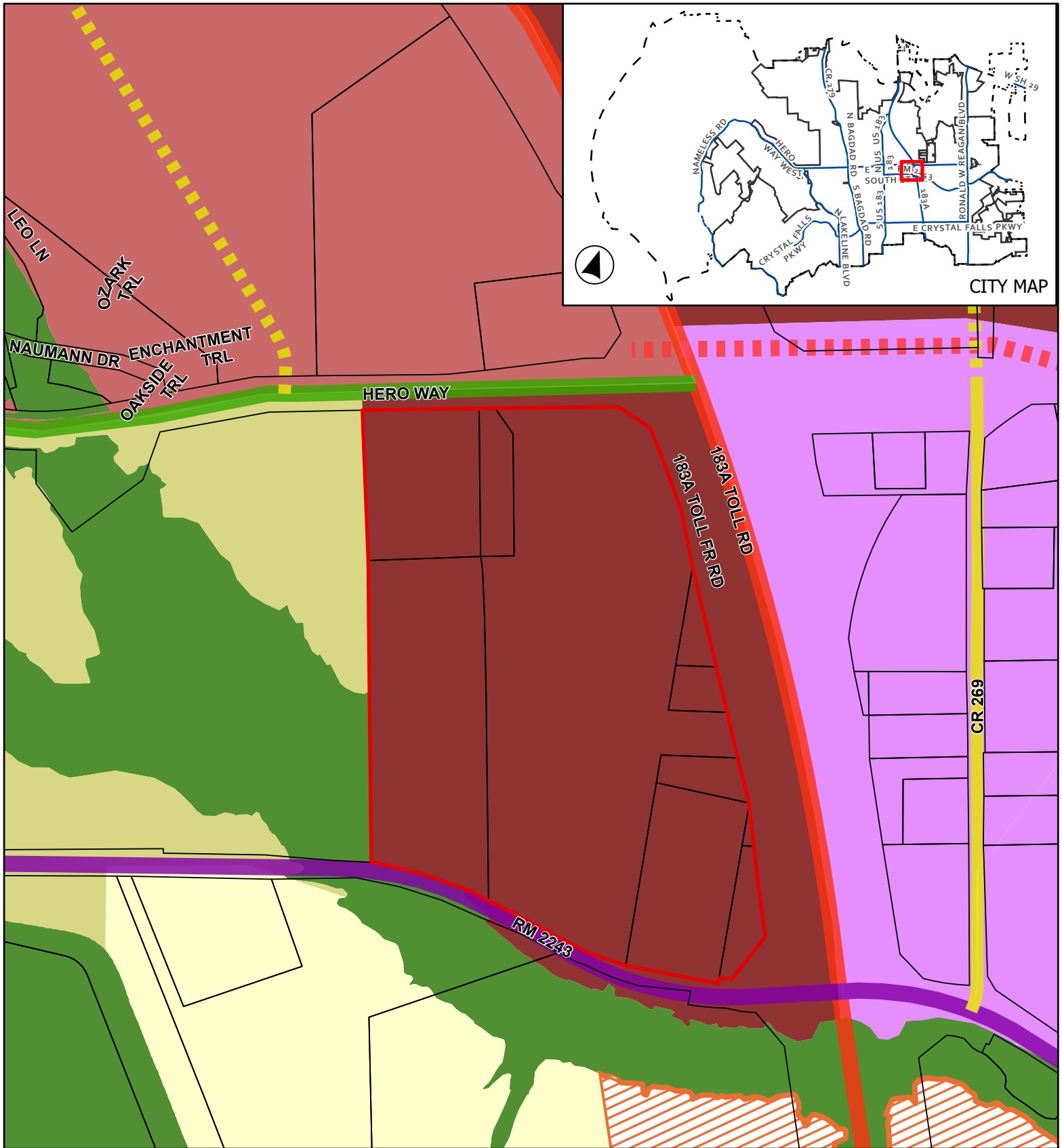
PROPOSED



PUBLIC HEARING SCHEDULE:

NOTIFICATIONS:

- 11/22/2023 - Public Notice on Hill Country News
- 12/14/2023 - Planning and Zoning Commission Public Hearing
- 12/28/2023 - Planning and Zoning Commission Action
- 01/04/2023 - City Council Public Hearing & Final Reading of the Ordinance



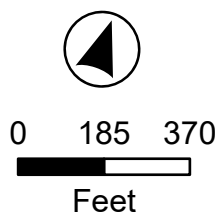
CASE: CPA-23-0008

ATTACHMENT 3

COMPREHENSIVE PLAN UPDATE
ENCOURAGE COMMERCIAL

Proposed Future Land Use Map

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



- Leander City Limits
 - ETJ Boundary
 - Subject Boundary
 - Access Controlled, Existing
 - Arterial 6 Lane, Existing
- Thoroughfare Plan

- Arterial 4 Lane, Existing
 - Collector, Existing
 - Access Controlled, Proposed
 - Collector, Proposed
- Future Land Use
- Activity Center

- Employment Center
- Greenway
- Leander Central
- Multi-Use Corridor - Priority Corridor
- Neighborhood Residential
- Urban Mixed Use

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, ADOPTING AN UPDATED COMPREHENSIVE PLAN FOR THE CITY; PROVIDING FOR THE AMENDMENT OF THE PLAN AND FUTURE LAND USE MAP; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

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

WHEREAS, the City Council adopted the Comprehensive Plan by Ordinance 22-025-00 and the Future Land Use Map set forth in the Comprehensive Plan by Ordinance No. 22-058-00;

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

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

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

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

SECTION 2. Amendment of the Comprehensive Plan. The City Council hereby adopts the amendment to the Comprehensive Plan that is attached hereto as Exhibit A and the Future Land Use Map that is attached hereto as Exhibit B. The Comprehensive Plan and Future Land Map, as amended, shall be kept in the office of the Planning Department and shall be available for public inspection during normal office hours. Zoning uses, as amended from time to time at the request of the landowner or on motion of the City, shall be amended to be made consistent with the Comprehensive Plan, as amended. The City may amend the Comprehensive Plan in the discretion of the City Council in accordance with the City Charter and state law to plan for the changing plans of the City.

SECTION 3. Amendment of Conflicting Ordinances. The City of Leander Comprehensive Plan previously adopted by Ordinance No. 22-025-00 and Future Land Use Map

previously adopted by Ordinance No. 22-058-00 is hereby amended to the extent of any conflict with Exhibit A. The City of Leander Comprehensive Plan, all ordinances and parts of ordinances, and all resolutions and parts of resolutions in conflict with this Ordinance are amended to the extent of such conflict. In the event of a conflict or inconsistency between this Ordinance and any other code, ordinance, or plan of the City, the terms and provisions of this Ordinance shall govern.

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

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

PASSED AND APPROVED on this 4th day of January, 2024.

ATTEST:

THE CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, December 28, 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
Staff Liaison – Robin Griffin**

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

REGULAR MEETING

1. Call to Order.
The meeting was called to Order at 6:00 p.m.
2. Roll Call.
All Commissioners were present except Commissioner Cosgrove and Commissioner May.
3. Director's report to the Planning & Zoning Commission on action taken by City Council on the December 21, 2023 meeting.
4. Review of meeting protocol.
5. 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.

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

No one wished to speak.

CONSENT AGENDA: ACTION

6. Approval of Subdivision Case PP-23-0034 regarding Crystal Village Phase 3 Preliminary Plat on six (6) parcels of land approximately 24.33 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R031201, R080605, R031200, R631050, R328187, and R432786; generally located north of Raider Way, Leander, Williamson County, Texas.
7. Approval of Subdivision Case FP-22-0017 regarding Hope Alliance Short Form Final Plat on four (4) parcels of land approximately 11.527 acres $\pm$ in size, more particularly described by Williamson County Central Appraisal District parcels R031692, R511665, R463160, and R511663; generally located north of W. San Gabriel Parkway and south of Savanna Ranch Section 1, Leander, Williamson County, Texas.

8. Approval of Subdivision Case FP-23-0067 regarding Northline Block N Final Plat on one (1) parcel of land approximately 3.803 acres ± in size, more particularly described by Williamson Central Appraisal District parcel R630829; generally located northwest of the intersection of John Webster Street and Pullman Street, Leander, Williamson County, Texas.
9. Approval of Subdivision Case FP-23-0083 regarding Barksdale Phase 1 Final Plat for one (1) parcel of land approximately 33 acres ± in size, more particularly described by Williamson Central Appraisal District as R031542; generally located just east of Ronald W. Reagan Boulevard on Journey Parkway, Leander, Williamson County, Texas.
10. Approval of Subdivision Case FP-23-0100 regarding Northline Block B, Lots 1 - 6 Final Plat on one (1) parcel of land approximately 6.19 acres ± in size, more particularly described by Williamson Central Appraisal District parcel R458187; generally located northwest of the intersection of Main Street and Northline Street, Leander, Williamson County, Texas.
11. Approval of Subdivision Case FP-23-0075 regarding Shops at Bagdad Square Final Plat on one (1) parcel of land approximately 4.672 acres ± in size, more particularly described by Williamson Central Appraisal District R519003; generally located northeast of the intersection of Municipal Drive and S. Bagdad Road, Leander, Williamson County, Texas.
12. Approval of Minutes

Motion: Approve Consent agenda Items 6 through 12.

By: Vice Chair Oliver

Seconded: Commissioner Moss

Yes: Commissioner Mahan, Commissioner Moss, Vice-Chair Oliver, Chair Lantrip, Commissioner Calame

No: None

Abstain: None

PUBLIC HEARING: ACTION

13. Conduct a Public Hearing and consider action regarding Zoning Case Z-23-0093 to amend the current zoning of LC-2-B (Local Commercial) to adopt the Bagdad Plaza Market Minor PUD (Planned Unit Development) with the base zoning district of LC-2-A (Local Commercial) on one (1) parcel of land approximately 2.81 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R594078; and legally described as Lot 1, Block A of the Bagdad Plaza LLC Subdivision, Leander Williamson County, Texas.

Motion: To approve Zoning Case Z-23-0093

By: Vice-Chair Oliver

Seconded: Commissioner Calame

Yes: Commissioner Mahan, Commissioner Moss, Vice-Chair Oliver, Chair Lantrip, Commissioner Calame.

No: None

Abstain: None

REGULAR AGENDA

14. Discuss 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.

Motion: To approve Comprehensive Plan Amendment CPA-23-0008

By: Vice-Chair Oliver

Seconded: Commissioner Moss

Yes: Commissioner Mahan, Commissioner Moss, Vice-Chair Oliver, Chair Lantrip, Commissioner Calame

No: None

Abstain: None

15. Adjournment Meeting adjourned at 6:20 p.m.

APPROVED

MAYOR

ATTEST:

CITY SECRETARY



EXECUTIVE SUMMARY
1/4/2024

AGENDA SUBJECT:

Discuss and consider action on an Ordinance providing for updates to the Roadway Impact Fee Service Area Map and the Roadway Impact Fee Study.

BACKGROUND:

The City Council adopted Roadway Impact Fees during their July 7, 2022 meeting. These fees are applicable within the corporate limits of the City of Leander and the Roadway Impact Fee Study considered the City Limits of Leander at the time of study in Spring 2022. Since that time, several annexations have been completed and the newly annexed areas cannot be assessed or collected impact fees until such time as they are included in the Roadway Impact Fee Service Areas map.

This item is an administrative update to the 2022 Roadway Impact Fee Study to then be taken to City Council for adoption and to replace the current study on file and the associated Roadway Impact Fee Service Area Map. Small areas were annexed near existing Service Areas A, B, C, and D (but not E, which is land-locked by other areas) and are illustrated in the included maps. No changes were made to the land use assumptions, capital improvements plan, or maximum impact fee calculations in the Roadway Impact Fee Study update and no changes are being proposed to the Roadway Impact Fee Ordinance. In the future, it is anticipated that these administrative updates will be addressed during the Annexation process in-between the required major updates to the study as required by Texas Local Government Code Chapter 395 a maximum of every 5 years.

In addition, the City is working on Administrative Guidelines for Roadway Impact Fees to be brought to this Impact Fee Advisory Committee at a future date to assist with administering the Roadway Impact Fee program, as allowed for by Chapter 12.08.002 of the City Code.

HISTORY/TIMELINE:

04/01/2021 Comprehensive Plan Adopted
05/01/2021 Transportation Master Plan Adopted
07/07/2022 City Council Meeting adopting Roadway Impact Fees

APPLICANT/AGENT:

City of Leander

RECOMMENDATION:

The Planning & Zoning Commission voted unanimously to approve at their December 14, 2023 meeting.

PRESENTER:

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

Fiscal Impact

Attachments:

1. Att 1 RIF Report
2. Att 2 Service Areas
3. Att 3 City Limits Update

CITY OF LEANDER, TEXAS

ROADWAY IMPACT FEE STUDY

2023 UPDATE (ADOPTED JULY 7, 2022)



City of
Leander



Robert J. Gutekunst

12/08/2023

DEC.
2023

Prepared for the City of Leander

Prepared by:

Kimley-Horn and Associates, Inc.

Jake Gutekunst, P.E., AICP

10814 Jollyville Rd, Suite 200

Austin, TX 78759

Phone 512 418 1700

TBPE Firm Registration Number: F-928

Project Number: 064553106

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Table of Contents

EXECUTIVE SUMMARY	1
I. INTRODUCTION	7
II. LAND USE ASSUMPTIONS.....	9
A. Purpose and Overview	9
B. Land Use Assumptions Methodology	11
C. Roadway Impact Fee Service Areas	13
D. Land Use Assumptions Summary.....	16
III. ROADWAY IMPACT FEE CAPITAL IMPROVEMENTS PLAN	17
IV. METHODOLOGY FOR ROADWAY IMPACT FEES	29
A. Service Areas.....	29
B. Service Units.....	29
C. Cost Per Service Unit.....	31
D. Cost of the RIF CIP	31
1. Overview of RIF CIP Costing Worksheets	32
2. Project Information	33
3. Construction Pay Items	34
4. Construction Component Allowances	34
5. Summary of Cost and Allowances	35
E. Summary of Roadway Impact Fee CIP Costs	35
F. Service Unit Calculation.....	41
V. ROADWAY IMPACT FEE CALCULATION.....	47
A. Maximum Assessable Impact Fee Per Service Unit.....	47
B. Plan for Financing and the Ad Valorem Tax Credit.....	50
C. Maximum Assessable Impact Fee Determination	51
D. Service Unit Demand Per Unit of Development	55
VI. SAMPLE CALCULATIONS	59
VII. ADOPTION AND ADMINISTRATION OF ROADWAY IMPACT FEES	60
A. Adoption Process.....	60
B. Collection and Use of Roadway Impact Fees.....	60
VIII. CONCLUSIONS	61
APPENDICES	62
A. Conceptual Level Project Cost Projections.....	62
B. Roadway Impact Fee CIP Service Units of Supply	62
C. Existing Roadway Facilities Inventory	62
D. Plan for Awarding the Roadway Impact Fee Credit Summary	62
E. Plan for Awarding the Roadway Impact Fee Credit Supporting Exhibits	62

List of Exhibits

1	City Limits Update.....	14
2	Proposed Service Areas.....	15
3	10-Year Roadway Impact Fee Capital Improvements Plan	
	Service Area A	20
	Service Area B	22
	Service Area C	24
	Service Area D	25
	Service Area E	27

List of Tables

1	Residential and Employment 10-Year Growth Projections	12
2	10-Year Roadway Impact Fee Capital Improvements Plan	
	Service Area A	19
	Service Area B	21
	Service Area C	23
	Service Area D	24
	Service Area E	26
3A	Service Volumes for Proposed Facilities	30
3B	Service Volumes for Existing Facilities.....	30
4	10-Year Roadway Impact Fee CIP with Conceptual Level Cost Projections	
	Service Area A	36
	Service Area B	37
	Service Area C	38
	Service Area D	38
	Service Area E	39
5	Transportation Demand Factor Calculations.....	44
6	10-Year Growth Projections	46
7	Maximum Assessable Roadway Impact Fee Computation	46
8	Maximum Assessable Roadway Impact Fee	53
9	Land Use / Vehicle-Mile Equivalency Table (LUVMET)	56
10	Land Use Descriptions	57

EXECUTIVE SUMMARY

Introduction

Impact Fees are a mechanism for funding the public infrastructure necessitated by new development. Across the country, they are used to fund police and fire facilities, parks, schools, roads and utilities. In Texas, the legislature has allowed their use for water, wastewater, roadway and drainage facilities. Since 1996, they have been used to fund public water and wastewater improvements in the City of Leander.

In the most basic terms, impact fees are meant to recover the incremental cost of the impact of each new unit of development creating new infrastructure needs. In the case of Roadway Impact Fees, the infrastructure need is the increased capacity on arterial and collector roadways that serve the overall transportation system. The purpose of the 2022 Roadway Impact Fee Study is to identify the fee per unit of new development necessary to fund these improvements in accordance with the enabling legislation, Chapter 395 of the Texas Local Government Code. **The 2023 Update has not identified any changes that affect the fees determined in the study adopted July 2022.**

Impact Fees are a mathematical calculation that determines a maximum impact fee that would be equivalent for growth paying for growth. The Maximum Roadway Impact Fee per Service Unit for Roadway Facilities is considered an appropriate measure of the impacts generated by a new unit of development on the City's Roadway System. An impact fee program is anticipated to be designed so that it is **predictable** for both the development community and City. An impact fee program is **equitable** since similar developments pay a similar fee regardless if they are the first or last to develop. An impact fee program is **transparent**. This report describes in detail how the fee is calculated and how a Capital Improvement Advisory Committee (Planning & Zoning Commission) monitors the Impact Fee program. An impact fee program is **flexible** in that funds can be used on priority projects and not just on projects adjacent to a specific development (historical collections). An impact fee program is **consistent** with other City goals and objectives for growth. For example, the actual collection rate set by Council may be determined to be less than the Maximum Roadway Impact Fee to achieve and be in alignment with other City goals and objectives for growth. Collection rates may also differ by land use type or geographic area of the City to align with goals and objectives.

Impact Fee Basics

Roadway Impact Fees are determined by several key variables, each described below in greater detail.

Impact Fee Study

The 2022 Roadway Impact Fee Study is to determine the maximum impact fee per unit of new development chargeable as allowed by the state law. This determination is not a recommendation; the actual fee amount ultimately assessed is at the discretion of the Leander City Council, so long as it does not exceed the maximum assessable fee allowed by law. The study looks at a period of 10 years to project new growth and corresponding capacity needs, as required by state law. The study and corresponding maximum fees must be restudied at least every five years. However, the study can be updated at any time to accommodate significant changes in any of the key variables of the impact fee equation. **The 2023 Update does not change this determination from 2022.**

Service Areas

A Service Area is a geographic area within which a unique maximum impact fee is determined. All fees collected within the Service Area must be spent on eligible improvements within the same Service Area. For Roadway Impact Fees, the Service Area may not exceed 6 miles. In Leander, this restriction necessitated the creation of 5 separate Service Areas. A map of the Service Areas can be found on Page 14.

In defining the Service Area boundaries, the project team considered the corporate boundary, required size limit, adjacent land uses, highway facilities, and topography. Since each Service Area has a unique maximum impact fee, the per-unit maximum fee for an identical land use will vary from one Service Area to the next. For this reason, the team avoided drawing a Service Area boundary through uniform land uses where possible. Service Area options were presented and the map was selected jointly by the City Council and Planning and Zoning Commission on October 12, 2021. **The 2023 Update amended these boundaries to include areas annexed since the original study was adopted in 2022.**



Land Use Assumptions

The Impact Fee determination is required to be based on the projected growth and corresponding capacity needs in a 10-year window. This study considers the years 2021-2031. Acknowledging that the parameters of the study (the corporate boundaries, Transportation Plan, Comprehensive Plan, zoning maps, platting history, etc.) are changing constantly, this study is based on conditions as they were on December 15, 2021. **The 2023 Update does not include changes to the Land Use Assumptions.**

One of the key elements in the determination of the impact fee is the amount of new development anticipated over 10 years. The residential and non-residential growth projections were performed using the City of Leander's draft Comprehensive Plan growth projections and compared with the historical building permit data and development pipeline anticipated projects.

Roadway Impact Fee Capital Improvements Plan

The Roadway Impact Fee Capital Improvements Plan (RIF CIP) is distinct and separate from the City's traditional Capital Improvements Plan (CIP). The RIF CIP is a list of projects eligible for funding through impact fees. The City's Transportation Master Plan (TMP) is the plan for the infrastructure that is estimated to be necessary to accommodate the expected growth. Only those capacity improvements included in the City's TMP are included in the RIF CIP, as well as any previous bond projects that supplied excess capacity for future growth that the City is still paying debt on and CIP projects programmed separate from the TMP that increase capacity. Capacity improvements may include the addition of lanes, intersection improvements, or the extension of a new road. Resurfacing or other maintenance activities do not qualify as capacity improvements under impact fee law in Texas and cannot be funded with Roadway Impact Fees.

The cost of the RIF CIP is one of the fundamental factors in the calculation of the per-unit maximum impact fee. The RIF CIP's cost was calculated through systematic evaluation of each eligible project. The project team visited each project site to determine the project scope, the presence of any special conditions (such as the need for significant drainage improvements or railroad crossings) and whether various additional construction costs were applicable (such as costing for significant grades). In determining project limits, the team identified roadway segments with uniform need. For example,



Hero Way was previously constructed from Lakeline Boulevard to US 183A as a 5-lane undivided arterial using previous transportation bond dollars, while a portion of the roadway recommended for access management by adding a median with openings for left turns, and the remainder of Hero Way west of Lakeline Boulevard is shown as a widening to a 4-lane divided arterial from the existing 2-lane undivided section. These were split as two separate projects based on uniform need. Developing unit costs from recently City bid projects and TxDOT moving average bid prices, uniform costs were determined for the major items of work, additional construction items, and project delivery costs. Section III provides a listing of the 10-Year RIF CIP by service area in Tables 4.A – 4.E and maps of the RIF CIP by service area in Exhibits 3.A – 3.E. Finally, detailed cost projections by project can be found in Appendix A. It should be noted that these cost projections are based on conceptual level planning and are subject to refinement upon final design.

Only those projects listed in the RIF CIP are eligible to utilize impact fee funds. In order to optimize future flexibility, all capacity improvements included in the Transportation Master Plan within the City's corporate limits at the time of this study are included in the RIF CIP and will be eligible to utilize impact fee funds. In some cases, an interim project designation was used due to the ultimate build out not being needed in the 10-year window. An example of this is San Gabriel Parkway from Bagdad Road to US 183, which is shown as a 4-lane divided widened arterial in the RIF CIP, but ultimately will be built out to a 6-lane divided arterial based on the Transportation Master Plan.

Only the costs associated with providing the additional capacity necessitated by 10 years of growth can be used to calculate the maximum impact fee. To calculate the maximum impact fee, the total cost of the RIF CIP at build-out was reduced to account for (1) the portion of new capacity that will address existing needs, (2) the portion of new capacity that will not be necessitated until beyond the 10-year growth window, and (3) contributions already made by current developments. A ratio that compares 10 years' demand for capacity to the net supply of capacity (total new capacity in the RIF CIP minus existing needs) can be calculated. That ratio, which may not exceed 100%, is then applied to the cost of the net capacity supplied. The result is a determination of the costs attributable to the next 10 years' growth, which is then used to calculate the maximum impact fee in accordance with state law. The result is known as the recoverable cost of the RIF CIP. **No changes were made to the RIF CIP in the 2023 Update.**

Service Unit

The “service unit” is a measure of consumption or use of the capital facilities by new development. In other words, it is the unit of measure used in the 2022 Roadway Impact Fee Study to quantify the supply and demand for roads in the City. For transportation purposes, the service unit is defined as a vehicle-mile. A vehicle-mile is the capacity consumed in a single lane in the PM peak hour by a vehicle making a trip one mile in length. The PM Peak is used as the basis for transportation planning and the estimation of trips caused by new development.

Impact Fee Calculation

In simplest terms, the maximum impact fee allowable by law is calculated by dividing the recoverable cost of the RIF CIP by the number of new service units of development. In accordance with state law, both the cost of the RIF CIP and the number of new service units of development used in the equation are based on the growth and corresponding capacity needs projected to occur within a 10-year window. This calculation is performed for each service area individually; each service area has a stand-alone RIF CIP and 10-year growth projection.

In practice, there are many factors that complicate this calculation. The maximum impact fee allowable by law for each service area is calculated in **Table 8**. A detailed discussion of the calculation precedes Table 8, found on Page 53.

Collection and Use of Roadway Impact Fees

Roadway Impact Fees are assessed when a final plat is recorded. The assessment defines the impact of each unit at the time of platting, according to land use, and may not exceed the maximum impact fee allowed by law. An existing plat would be assessed at the adoption of the ordinance and would be exempt from impact fees for one year. Roadway Impact Fees are collected when a building permit is issued. Therefore, funds are not collected until development impacts are introduced to the transportation system. Funds collected within a service area can be used only within the same service area. Finally, fees must be utilized within 10 years of collection in the designated service area or must be refunded with interest. Fees should be utilized in a first in, first out basis.

Adoption Process (2023 Update)

Chapter 395 of the Texas Local Government Code stipulates a specific process for **the amendment or update of Roadway Impact Fee Studies**. A Capital Improvements Advisory Committee (CIAC) is required to review **amendments to** the Land Use Assumptions and RIF CIP used in calculating the maximum fee, and to provide the Committee's findings for consideration by the City Council. The CIAC also reviews the Roadway Impact Fee ordinance **updates** and provides its findings to the City Council. The composition of the CIAC is required to adequately represent the building and development communities. The City Council then conducts a public hearing on the **updated** Land Use Assumptions, RIF CIP, and Impact Fee Ordinance. **One public hearing is required for the 2023 Update to the Roadway Impact Fee Study.**

Following policy adoption, the CIAC is tasked with advising the City Council of the need to update the Land Use Assumptions or the RIF CIP at any time within five years of adoption. Finally, the CIAC oversees the proper administration of the Impact Fee, once in place, and advises the Council as necessary.

2023 Update Roadway Impact Fee Study Results

Below is the listing of the **2022 Roadway Impact Fee Study Update's** Maximum Assessable Impact Fee Per Service Unit (Vehicle-Mile), **unchanged from the original study adopted July 2022:**

Service Area	Maximum Fee Per Service Unit (per Vehicle-Mile)
A	\$2,179
B	\$842
C	\$929
D	\$1,229
E	\$287

I. INTRODUCTION

Chapter 395 of the Texas Local Government Code describes the procedure political subdivisions must follow to create and implement impact fees. Chapter 395 defines an Impact Fee as “a charge or assessment imposed by a political subdivision against new development to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to the new development.”

The City of Leander has retained Kimley-Horn and Associates, Inc. to provide professional transportation engineering services for the 2022 Roadway Impact Fee Study. This report includes details of the Roadway Impact Fee calculation methodology in accordance with Chapter 395, the applicable Land Use Assumptions, development of the Roadway Impact Fee Capital Improvements Plan (RIF CIP), and the Land Use Vehicle-Mile Equivalency Table.

This report references two of the basic inputs to the Roadway Impact Fee:

- 1) **Land Use Assumptions** (Pg. 9)
- 2) **Roadway Impact Fee Capital Improvements Plan (RIF CIP)** (Pg. 17)

Information from these Land Use Assumptions and RIF CIP is used extensively throughout the remainder of the report.

There is a detailed discussion of the methodology for the computation of impact fees. This discussion is broken into three components:

- 1) **Methodology for Roadway Impact Fees** (Pg. 28)
- 2) **Roadway Impact Fee Calculation** (Pg. 46)
- 3) **Plan for Financing and the Ad Valorem Tax Credit** (Pg. 49)

The components of the **Computation Method for Roadway Impact Fee** include development of:

- Service Areas (Pg. 29)
- Service Units (Pg. 29)
- Cost Per Service Unit (Pg. 31)
- RIF CIP Costing Methodology (Pg. 31)
- Summary of RIF CIP Costs (Pg. 35)
- Service Unit Calculation (Pg. 41)

The Roadway Impact Fee is then calculated as:

- Maximum Assessable Impact Fee Per Service Unit (Pg. 47)
- Service Unit Demand Per Unit of Development (Pg. 55)

The report also includes a section concerning the **Plan for Financing and the Ad Valorem Tax Credit**. This involves the calculation of the applicable credit required by law to offset the City's use of ad valorem taxes to help fund the RIF CIP. This plan will be prepared by NewGen Strategies and included in the Final Report. **This plan is unchanged from the original study adopted July 2022.**

II. LAND USE ASSUMPTIONS

A. Purpose and Overview

In order to assess an impact fee, Land Use Assumptions must be developed to provide the basis for residential and employment growth projections within a municipality. As defined by Chapter 395 of the Texas Local Government Code, these assumptions include a description of changes in land uses, densities, and development in the service area. The land use assumptions are then used in determining the need and timing of transportation improvements to serve future development.

This report documents the process used to develop the Land Use Assumptions for the City of Leander's Roadway Impact Fee (RIF) study. In accordance with Chapter 395 of the Texas Local Government Code, roadway impact fees must be calculated based on reasonable expectations of residential and employment growth within the next ten years (2021 – 2031).

Information from the following sources was compiled to complete the Land Use Assumptions:

- Transportation Master Plan 2021
- Leander Comprehensive Plan Future Land Use Plan 2021
- City of Leander Historical Building Permit Data 2011-2021
- Williamson Central Appraisal District (WCAD) Parcel Data (current as of November 2021)
- Travis Central Appraisal District (TCAD) Parcel Data (current as of November 2021)
- City of Leander staff
- Water and Wastewater Impact Fee Studies
- City of Leander known Developments provided by Staff October 2021

This Land Use Assumptions Summary includes the following components:

- **Land Use Assumptions Methodology** – An overview of the general methodology used to generate the land use assumptions.
- **Roadway Impact Fee Service Areas** – Explanation of the division of Leander into service areas for roadway and infrastructure facilities.
- **Residential and Employment Growth** – Data on residential and employment growth within each service area over ten years (2021 – 2031).
- **Land Use Assumptions Summary Table** – A synopsis of the Land Use Assumptions.

The residential and employment estimates and projections were compiled in accordance with the following categories:

Units: Number of dwelling units, both single and multi-family.

Employment: Square feet of building area based on three (3) different classifications. Each classification has unique trip making characteristics.

Retail: Land use activities which provide for the retail sale of goods which primarily serve households and whose location choice is oriented toward the household sector, such as grocery stores and restaurants.

Service: Land use activities which provide personal and professional services, such as government and other professional offices. This also includes educational uses, a new category in the CAMPO 2045 Model that served as a basis for the Leander TMP Model.

Basic: Land use activities that produce goods and services such as those which are exported outside of the local economy, such as manufacturing, construction, transportation, wholesale, trade, warehousing, and other industrial uses.

The above categories in the Land Use Assumptions match those used to develop the travel demand model for the City of Leander. These broader categories are used in the development of the assumptions for impact fees; however, expanded classifications used in the assessment of impact fees are found in the Land Use / Vehicle-Mile Equivalency Table (Pg. 51).

B. Land Use Assumptions Methodology

The residential and non-residential growth projections formulated in this report were performed using reasonable and generally accepted planning principles. The following factors were considered in developing these projections:

- Character, type, density, and quantity of existing developments
- Emerging projects
- Historical growth trends

Determination of the ten-year growth within the Roadway Impact Fee study area was accomplished through two general steps:

- **Step 1: Determine Base Year (2021)**
- **Step 2: Determine 10-Year Growth Projections**

Step 1: Determine Base Year (2021)

Data was collected from WCAD and TCAD in November 2021, which included parcel data in GIS format, as well as land information, improvement information, and other property data in tabular format. Information collected in tabular format was associated to parcels based on a common parcel identification number and used to determine if a property was vacant, building square footage for occupied parcels, and land use based on state code. State codes were used to determine whether a property was single family residential, multifamily residential, retail, service or basic non-residential land use, and geographically assign the base year land use assumptions for each service area. A conversion of square footage per unit was utilized to determine the number of units for multifamily land uses based on average multifamily unit sizes.

Step 2: Determine 10-Year Growth Projections

The Future Land Use Plan in the 2021 Comprehensive Plan update was used to determine build-out conditions for the City of Leander. For the purposes of determining a 10-year window, it was assumed that 60% of the remaining growth to Build-Out in the current City Limits will occur in the next 10 years, with growth for 2021 to 2031 being determined by linear interpolation. 60% was chosen based on Comprehensive Plan projections as well as the Water and Wastewater Impact Fee projections to be in alignment. Density of development used in the Comprehensive Plan and split of residential and non-residential land uses assumed for each Future Land Use were used to determine build out demographics. Build out residential units were broken out into a split of 20% multifamily units and 80% single family units based on historical data from 2007 to 2020 in the City of Leander.

The 2031 projections were compared to historical building permit data from 2007 to 2020 and emerging projects in the development pipeline tracked by the City to calibrate growth projections from the Comprehensive Plan and validate the 10-year growth assumptions.

From 2016 – 2020, 8,459 single family residential dwelling units were constructed in the City of Leander. The average of the historical trends (assuming growth rate for historical years from 2016 to 2020 continues from 2021 to 2031), and the Comprehensive Plan were used to determine growth projections. Finally, planned large non-residential projects and multifamily residential projects were also added to the average of the Comprehensive Plan, and historical trends to further calibrate the Land Use Assumptions shown in **Table 1**.

C. Roadway Impact Fee Service Areas

The geographic boundary of the proposed impact fee service areas for transportation facilities is shown in **Exhibit 2**. The City of Leander is divided into five (5) service areas, each based upon the six (6) mile limit, as required in Chapter 395. For transportation facilities, the service areas as required by state law are limited to areas within the current corporate City limits. In defining the Service Area boundaries, the project team considered the corporate boundary, required six (6) mile size limit, adjacent land uses, highways and topography. Since each Service Area will have a unique maximum impact fee, the per-unit maximum fee for an identical land use will vary from one Service Area to the next. For this reason, the areas of uniform land use were contained within the same Service Area where possible.

It should be noted that at locations where Service Area boundaries align with a City roadway, the proposed boundary is intended to follow the centerline of the roadway, unless otherwise noted. In cases where a Service Area boundary follows the City Limits, only those portions of the transportation facility within the City Limits are included in the Service Area. For example, if a Service Area Boundary follows the City Limits, and one side of a transportation facility is in the City Limits and the other is not, only 50% of the facility may be included in the RIF CIP. Another example is where the Service Area boundary follows the edge right-of-way for a transportation facility, but the right-of-way and other side of the transportation facility is out of the City Limits. In this case, 50% of the transportation facility is included in the RIF CIP. For intersection projects along a Service Area boundary, only the corners of the intersection that fall within a Service Area boundary are considered for inclusion in the respective Service Area. For example, if one corner of an intersection is outside of the City Limits, one corner is in one service area, and the remaining two corners are in another service area, the first service area would include 25% of the intersection project, and the second would include 50% of the intersection project.

Service Area boundaries were changed from the study adopted July 2022 to reflect the City limits current as of November 2023 in the 2023 Update, as shown in **Exhibit 1**.

Exhibit 1 – City Limits Update

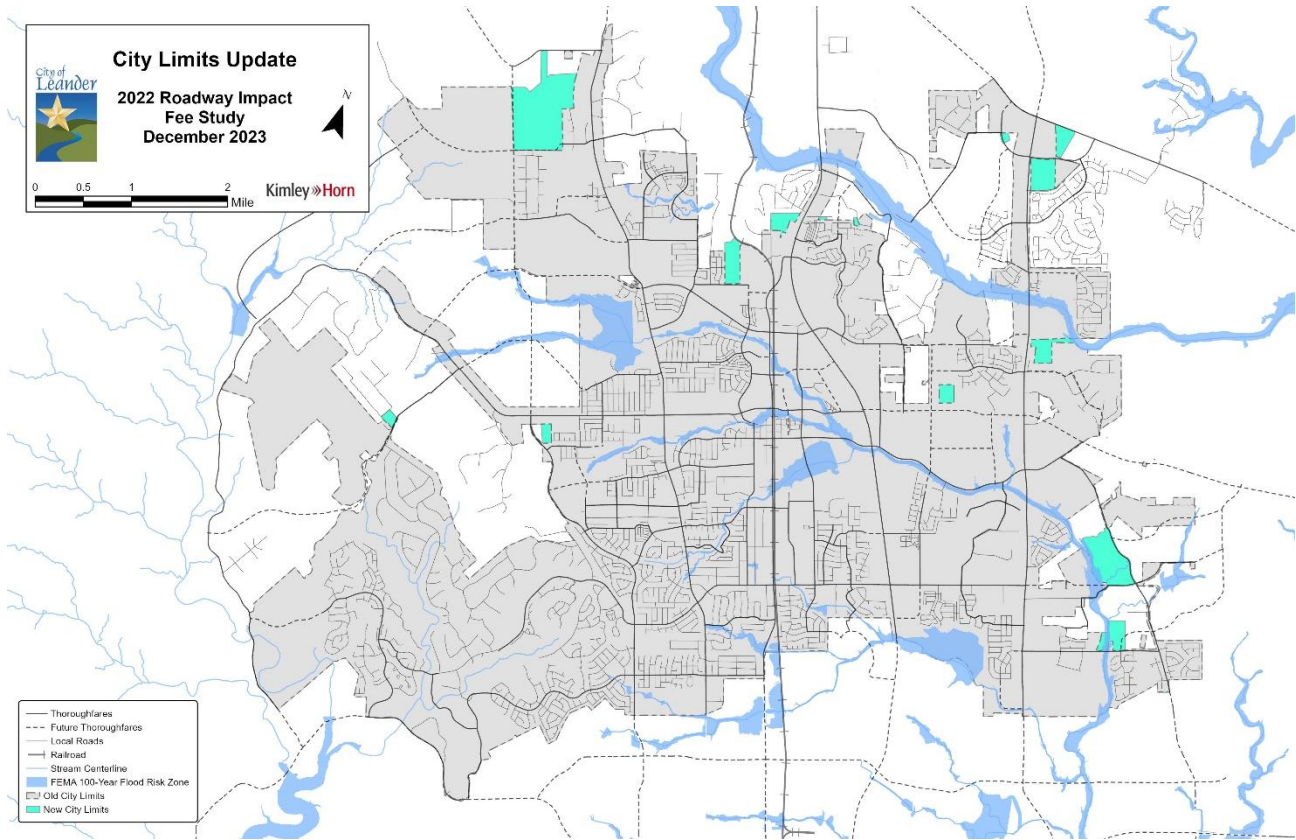
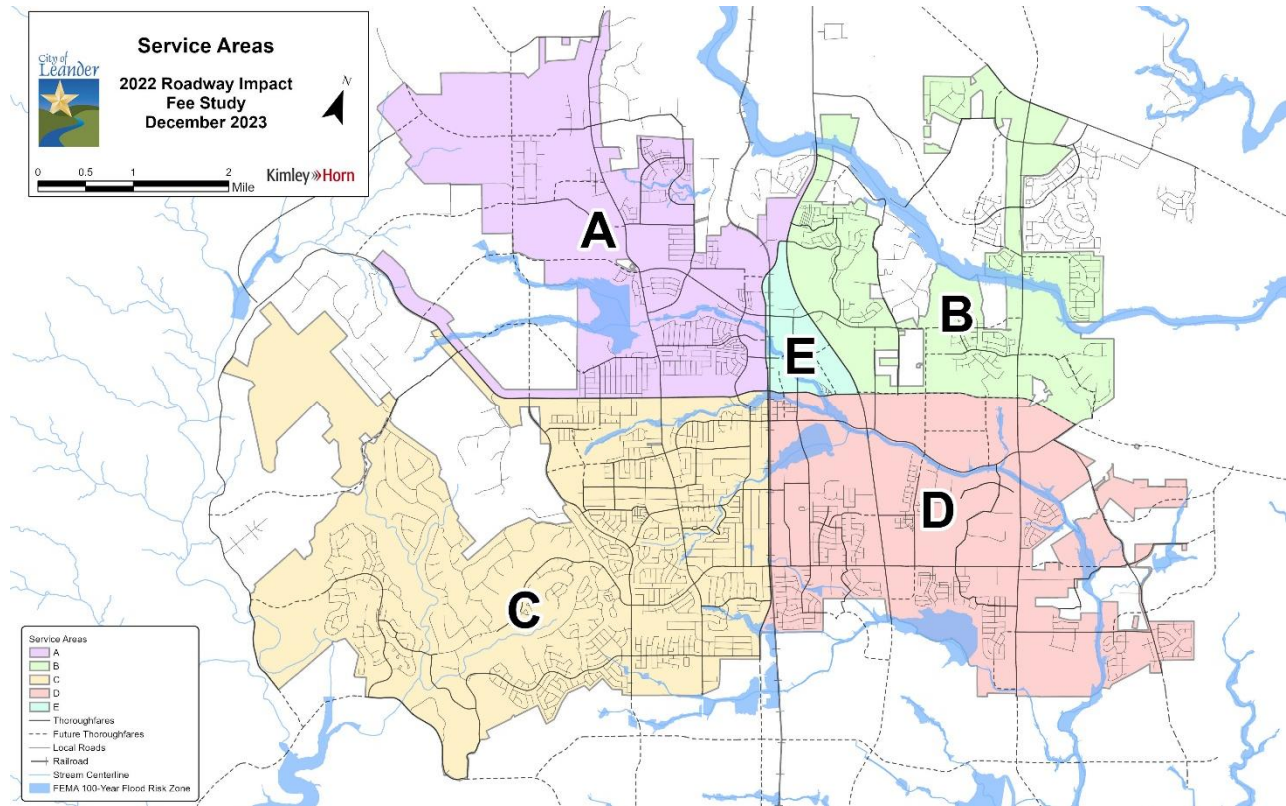


Exhibit 2 – Proposed Service Areas



D. Land Use Assumptions Summary

Table 1 summarizes the residential and employment 10-year growth projections. The growth projections are unchanged from the study adopted July 2022.

Table 1. Residential and Employment 10-Year Projections

Service Area	Year	Residential (Units)		Employment (Sq. Ft.)			
		Single Family	Multi-Family	Basic	Service	Retail	Total
A	2021 - 2031	4,821	1,205	1,000,000	300,000	300,000	1,600,000
B		3,032	1,079	0	1,100,000	1,200,000	2,300,000
C		4,409	1,102	0	800,000	600,000	1,400,000
D		4,414	3,603	200,000	1,600,000	2,975,000	4,775,000
E		2,299	2,635	0	1,300,000	1,200,000	2,500,000
Total		18,974	9,624	1,200,000	5,100,000	6,275,000	12,575,000

III. ROADWAY IMPACT FEE CAPITAL IMPROVEMENTS PLAN

The City of Leander has identified the transportation projects needed to accommodate the projected growth within the City. The City's Transportation Master Plan (TMP) is the plan for the infrastructure that is estimated to be necessary to accommodate the expected growth. The Roadway Impact Fee Capital Improvements Plan (RIF CIP) consists of 4 categories of projects for roadway facilities as well as intersection projects described on Pg. 18 of this report. They are as follows:

- **New Roadway** - All future roadways needed to complete the Transportation Master Plan.
- **Roadway Widening** – Existing roadways not currently built to the ultimate class in the Transportation Master Plan and must be completely reconstructed.
- **Access Management** – Existing 5-lane undivided roadways identified for median construction in the existing center turn lane for access management purposes.
- **Previous Bond Project** – Identified corridors that were previously constructed and have excess capacity for future development to utilize.

The RIF CIP includes arterial class roadway facilities, collector facilities as well as major intersection improvements. Roadway facilities identified are included in the Transportation Master Plan except for some roadway alignment modifications due to city direction and some collector widenings identified through discussion with City Staff. Some collector facilities were identified as being built by others through development agreements or other agencies such as Travis County, Williamson County or TxDOT or being funded through other measures that would preclude inclusion in the RIF CIP. Through evaluation of the Transportation Master Plan with City staff, some facilities were identified that were upgraded or downgraded from their functional classification to reflect capacity need in a 10-year window.

In addition to roadway facilities, major intersection improvements were identified by determining capacity needs through either turn lanes or improved traffic control measures based on Transportation Master Plan functional classifications of intersecting roadways. Intersection improvements were categorized as follows:

- **Signal** – Either a new signal or modification to an existing signal due to construction of a new roadway approach to an existing signalized intersection.
- **Roundabout** – A new circular intersection on collector or local roads.
- **Other Capacity** – These could include the addition or extension of a turn lane consistent with TxDOT lane length recommendations based on roadway classification, innovative intersections, or other improvements to increase efficiency and safety.
- **ITS Upgrades** – This item was identified by City staff and was split evenly between the five (5) service areas for developing the Roadway Impact Fee.

All intersection improvement recommendations are recommended to undergo a design level evaluation before implementation to ensure the most appropriate improvements are made. In the case where a design level evaluation determines improvements contrary to the RIF CIP, such as turn lane improvements in place of a signal, the RIF CIP cost allocated to the intersection may still be applied to the alternate improvements.

The proposed RIF CIP is listed in **Tables 2.A – 2.E** and mapped in **Exhibits 3.A – 3.E**. The tables show the length of each project as well as the facility's typology. The RIF CIP was developed in conjunction with input from City of Leander staff and represents projects that will be needed to accommodate the growth projected in the Land Use Assumptions section of this report. The RIF CIP is unchanged in the 2023 Study Update from the adopted study dated July 2022, with updated service area boundaries only.

Table 2.A. 10-Year Roadway Impact Fee Capital Improvements Plan – Service Area A

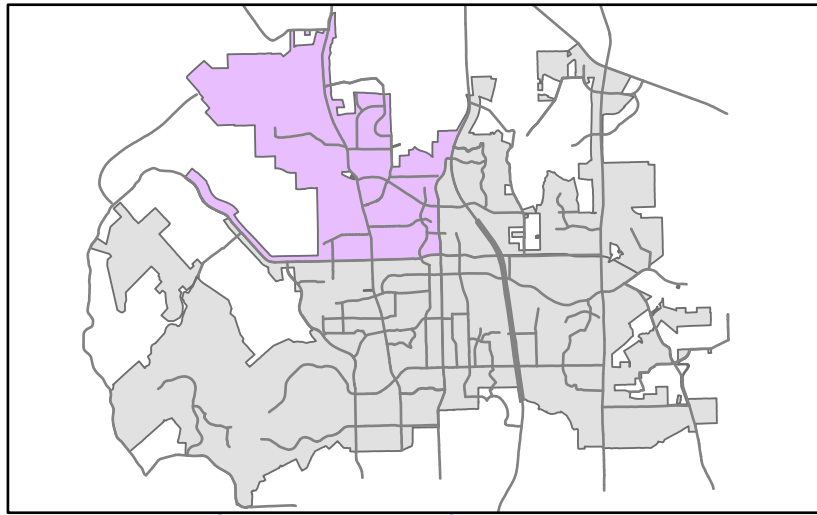
Street Improvements - Service Area A

Project #	Impact Fee Class	Street Name	Limits	Length (Miles)	Percent in Service Area
A-1	New 4-Lane Arterial	Lakeline Blvd	From 1,125' S OF CR 281 To 1,635' S OF CR 280	0.66	50%
A-2	New 4-Lane Arterial	Lakeline Blvd	From LIVE OAK RD To 1,635' S OF CR 280	1.03	100%
A-3	New 4-Lane Arterial	Lakeline Blvd	From 1,635' S OF CR 280 To 75' N OF BAGDAD RD	0.20	50%
A-4	New 4-Lane Arterial	Lakeline Blvd	From 480' N OF OLD 2243 WEST To OLD 2243 WEST	0.09	100%
A-5	Access Management	Bagdad Rd	From 1300' N OF CR 281 To CR 281	0.26	50%
A-6	Access Management	Bagdad Rd	From CR 281 To 930' NW OF W SAN GABRIEL PKWY	2.41	100%
A-7	Access Management	Bagdad Rd	From 930' NW OF W SAN GABRIEL PKWY To 380' NW OF W SAN GABRIEL PKWY	0.11	50%
A-8	Access Management	Bagdad Rd	From 380' NW OF W SAN GABRIEL PKWY To HERO WAY	1.41	100%
A-9, E-1	Access Management	US 183	From US 183A To HERO WAY	1.70	50%
A-10	New Collector	CR 280	From 1,725' W OF LAKELINE BLVD To 530' E OF LAKELINE BLVD	0.43	100%
A-11	New Collector	CR 280	From 1,965' W OF BAGDAD RD To BAGDAD RD	0.40	100%
A-12	Widen Collector	Heritage Grove Rd	From HALSEY DR To 1,295' W OF W BROADE ST	0.32	100%
A-13	Widen Collector	Heritage Grove Rd	From 1,295' W OF W BROADE ST To 460' E OF W BROADE ST	0.16	50%
A-14	Widen Collector	Heritage Grove Rd	From 460' W OF W BROADE ST To W BROADE ST	0.09	100%
A-15	New 6-Lane Arterial (1/3)	San Gabriel Pkwy	From LAKELINE BLVD To 1,760' E OF LAKELINE BLVD	0.34	50%
A-16	New 6-Lane Arterial (1/3)	San Gabriel Pkwy	From 1,760' W OF LAKELINE BLVD To 1,400' W OF BAGDAD RD	0.76	100%
A-17	New 6-Lane Arterial (1/3)	San Gabriel Pkwy	From 1,400' W OF BAGDAD RD To 165' W OF BAGDAD RD	0.24	50%
A-18	Widen 6-Lane Arterial (2/3)	San Gabriel Pkwy	From BAGDAD RD To N US 183	1.46	100%
A-19	Widen 4-Lane Arterial	Hero Way	From SAN GABRIEL PKWY To 1,100' E OF SAN GABRIEL PKWY	0.21	50%
A-20, C-13	Widen 4-Lane Arterial	Hero Way	From 1,100' E OF SAN GABRIEL PKWY To 900' W OF LAKELINE BLVD	1.08	50%
A-21, C-14	Access Management	Hero Way	From LAKELINE BLVD To US 183	2.51	50%
A-22	New Collector	Live Oak Rd	From LAKELINE BLVD To WESTERN CITY LIMITS	1.37	100%
A-23	New Collector	Live Oak Rd	From LAKELINE BLVD To 2240' E OF LAKELINE BLVD	0.42	50%
A-24	Widen Collector	Live Oak Rd	From BAGDAD RD To 1725' W OF BAGDAD RD	0.33	100%

Signal Installation and Intersection Improvements - Service Area A

Project #	Project Type	Intersection	Project Source	Percent in Service Area
ACDEI-1	Other Capacity	US 183 and Hero Way	TMP - ICE	25%
ABCDEI-2	ITS Upgrades	City of Leander Signal Upgrades	TMP	20%

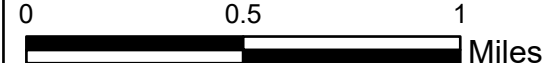
Note: The 10-Year Roadway Impact Fee CIP is not in a prioritized order.





Service Area A

2022 Impact Fee Study December 2023



Kimley»Horn

- New Roadway Project
- Road Widening Project
- Access Management Project
- Previous Bond Project
- Intersection Projects
- Railroad
- Thoroughfares
- Future Thoroughfares
- Stream Centerline
- FEMA 100-Year Flood Risk Zone

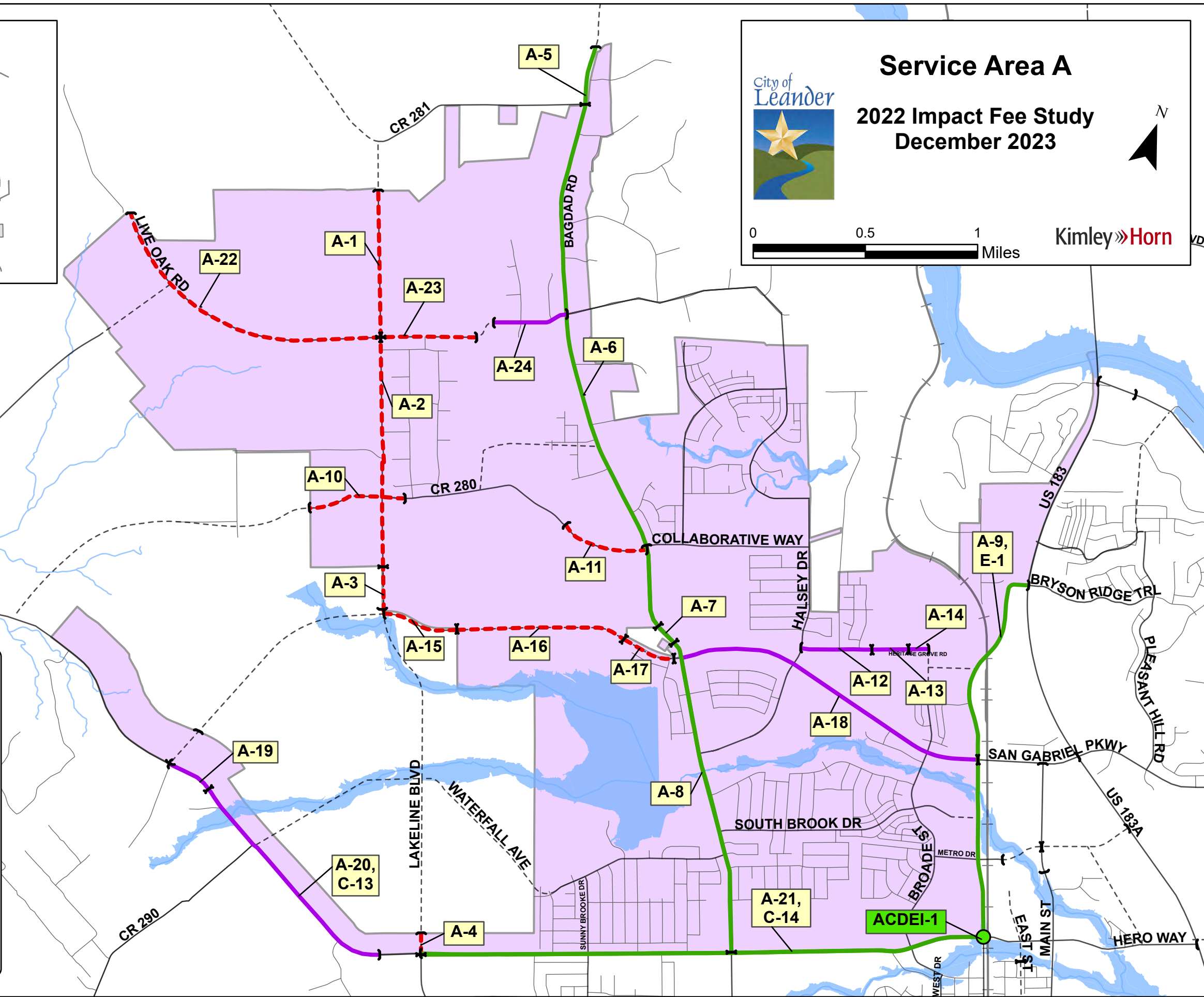


Table 2.B. 10-Year Roadway Impact Fee Capital Improvements Plan – Service Area B

Street Improvements - Service Area B

Project #	Impact Fee Class	Street Name	Limits	Length (Miles)	Percent in Service Area
B-1	New 4-Lane Arterial (1/2)	Kaufmann Loop	From SH 29 To 875' SW OF SH 29	0.17	100%
B-2	Widen Substandard	CR 270	From N US 183 To 965' E OF N US 183	0.20	100%
B-3	Widen Substandard	CR 270	From 825' S OF ORCHARD DR To PVT RD 918	0.65	50%
B-4	Widen Substandard	CR 270	From 300' S OF NORWOOD DR To 250' N OF SAN GABRIEL PKWY	0.29	50%
B-5	Widen Substandard	CR 270	From 250' N OF SAN GABRIEL PKWY To SAN GABRIEL PKWY	0.05	100%
B-6	Widen Substandard	CR 270	From 190' S OF SAN GABRIEL PKWY To 410' S OF SAN GABRIEL PKWY	0.04	50%
B-7	Widen Substandard	CR 270	From 410' S OF SAN GABRIEL PKWY To 680' S OF SAN GABRIEL PKWY	0.05	100%
B-8	Widen Substandard	CR 270	From 680' S OF SAN GABRIEL PKWY To 1,500' S OF SAN GABRIEL PKWY	0.15	50%
B-9	Widen Substandard	CR 270	From 2,400' N OF HERO WAY To 1,990' N OF HERO WAY	0.08	100%
B-10	Widen Substandard	CR 270	From 1,990' N OF HERO WAY To 1,550' N OF HERO WAY	0.08	50%
B-11	Widen Substandard	CR 270	From 1,550' N OF HERO WAY To 405' N OF HERO WAY	0.22	100%
B-12	Widen Substandard	CR 270	From 405' N OF HERO WAY To HERO WAY	0.08	100%
B-13	New Collector	Raider Way	From SAN GABRIEL PKWY To HERO WAY	0.68	100%
B-14	New 4-Lane Arterial (1/2)	San Gabriel Pkwy	From CR 270 To 1,415' E OF CR 270	0.27	50%
B-15	New 4-Lane Arterial (1/2)	San Gabriel Pkwy	From 1,415' E OF CR 270 To 375' W OF Logan Del Way	0.31	100%
B-16	Widen 4-Lane Arterial	San Gabriel Pkwy	From 865' W OF Ronald Reagan Blvd To Ronald Reagan Blvd	0.17	100%
B-17, D-30	New 3-Lane Frontage	Hero Way ROW	From US 183 To RM 2243	2.34	50%

Signal Installation and Intersection Improvements - Service Area B

Project #	Project Type	Intersection	Project Source	Percent in Service Area
ABCDEI-2	ITS Upgrades	City of Leander Signal Upgrades	TMP	20%
BI-1	Signal	San Gabriel Pkwy and Ronald Reagan Blvd	TMP	100%
BDI-2	Signal	Hero Way and Ronald Reagan Blvd	CIP	50%

Note: The 10-Year Roadway Impact Fee CIP is not in a prioritized order.



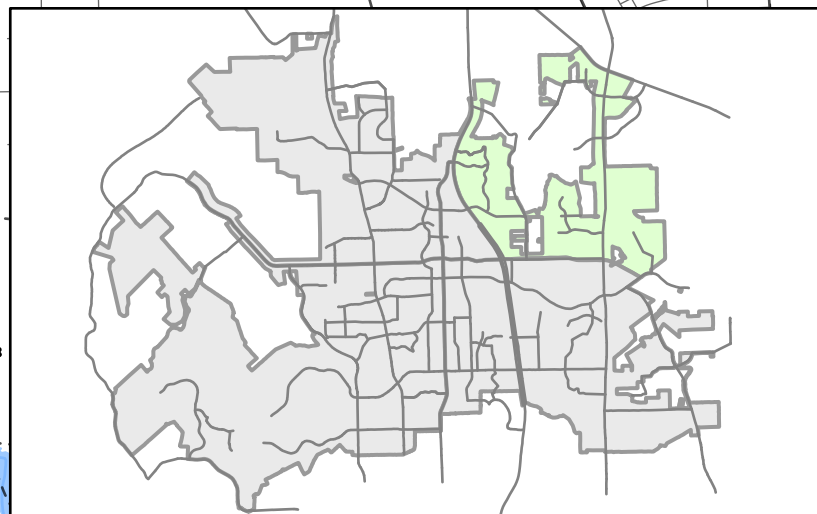
Service Area B

2022 Impact Fee Study
December 2023



0 0.5 1 Miles

Kimley»Horn



- New Roadway Project
- Road Widening Project
- Access Management Project
- Previous Bond Project
- Intersection Projects
- Railroad
- Thoroughfares
- Future Thoroughfares
- Stream Centerline
- FEMA 100-Year Flood Risk Zone

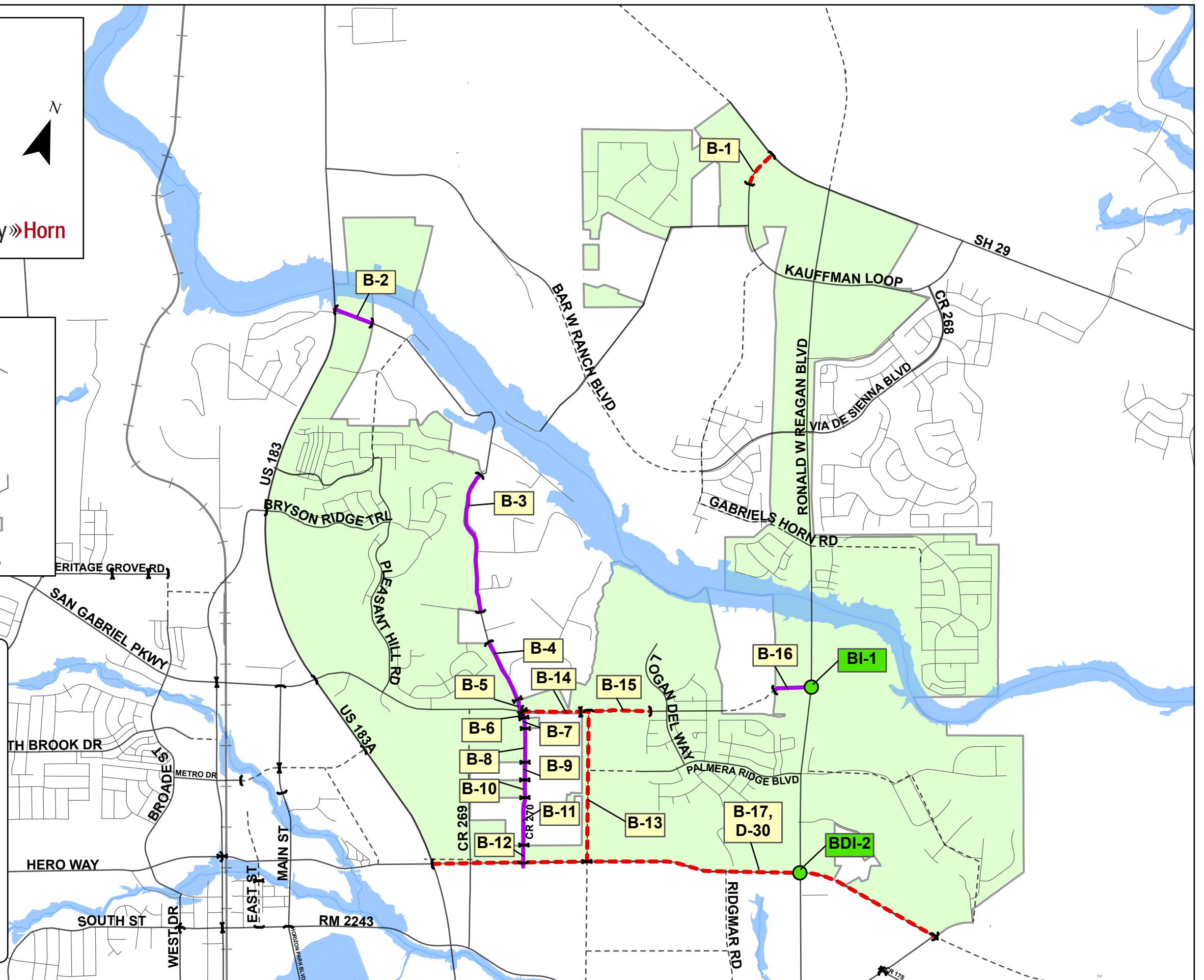


Table 2.C. 10-Year Roadway Impact Fee Capital Improvements Plan – Service Area C

Street Improvements - Service Area C

Project #	Impact Fee Class	Street Name	Limits	Length (Miles)	Percent in Service Area
C-1	Widen 4-Lane Arterial	Nameless Rd	From TRAVISSE PKWY To 2,475' NW OF RM 1431	1.06	50%
C-2	Widen 4-Lane Arterial (1/2)	Lakeline Blvd	From HERO WAY To 2,815' SE OF HERO WAY	0.55	100%
C-3	Widen 4-Lane Arterial (1/2)	Lakeline Blvd	From 2,815' SE OF HERO WAY To 1,765' SE OF VISTA RIDGE	0.64	50%
C-4	Widen 4-Lane Arterial (1/2)	Lakeline Blvd	From 1,765' SE OF VISTA RIDGE To 550' NW OF STINNETT DR	0.15	100%
C-5	Access Management	Bagdad Rd	From HERO WAY To 2,595' S OF HERO WAY	0.49	100%
C-6	Access Management	Bagdad Rd	From 2,595' S OF HERO WAY To 475' N OF VISTA RIDGE DR	0.02	50%
C-7	Access Management	Bagdad Rd	From 475' N OF VISTA RIDGE DR To 2,065' S OF OSAGE DR	2.67	100%
C-8	Widen Collector	S West Dr	From W SOUTH ST To 870' N OF SONNY DR	0.53	100%
C-9, D-25	Access Management	US 183	From HERO WAY To 195' S OF OSAGE DR	2.84	50%
C-10	Widen Substandard	W South St	From WEST DR To US 183	0.19	100%
C-11	Access Management	Crystal Falls Pkwy	From CANTINA SKY To FIRST VIEW	0.37	100%
C-12	Access Management	Osage Dr	From 315' E OF PAINTED SKY BEND To BAGDAD RD	2.50	100%
A-20, C-13	Widen 4-Lane Arterial	Hero Way	From 1,100' E OF SAN GABRIEL PKWY To 900' W OF LAKELINE BLVD	1.08	50%
A-21, C-14	Access Management	Hero Way	From LAKELINE BLVD To US 183	2.51	50%
C-15	Widen Collector	Municipal Dr	From Nothern Hills To S West Dr	0.56	100%

Signal Installation and Intersection Improvements - Service Area C

Project #	Project Type	Intersection	Project Source	Percent in Service Area
ACDEI-1	Other Capacity	Hero Way and US 183	TMP - ICE	25%
ABCDEI-2	ITS Upgrades	City of Leander Signal Upgrades	TMP	20%
CDI-2	Other Capacity	Crystal Falls Pkwy and US 183	TMP - ICE	50%
CDI-3	Other Capacity	W South St and US 183	TMP - ICE	50%
CI-1	Other Capacity	Crystal Falls Pkwy and Lakeline Blvd	TMP - ICE	100%
CI-4	Roundabout	W South St and West Dr	2018-GO Bond	100%
CI-5	Signal	E Crystal Falls Pkwy and S West St	TMP	100%
CI-6	Signal	Sonny Dr and Lakeline Blvd	TMP	100%
CI-7	Signal	Sonny Dr and Bagdad Rd	TMP	100%
CI-8	Other Capacity	RM 1431 and Travisso Pkwy	TMP	20%

Note: The 10-Year Roadway Impact Fee CIP is not in a prioritized order.

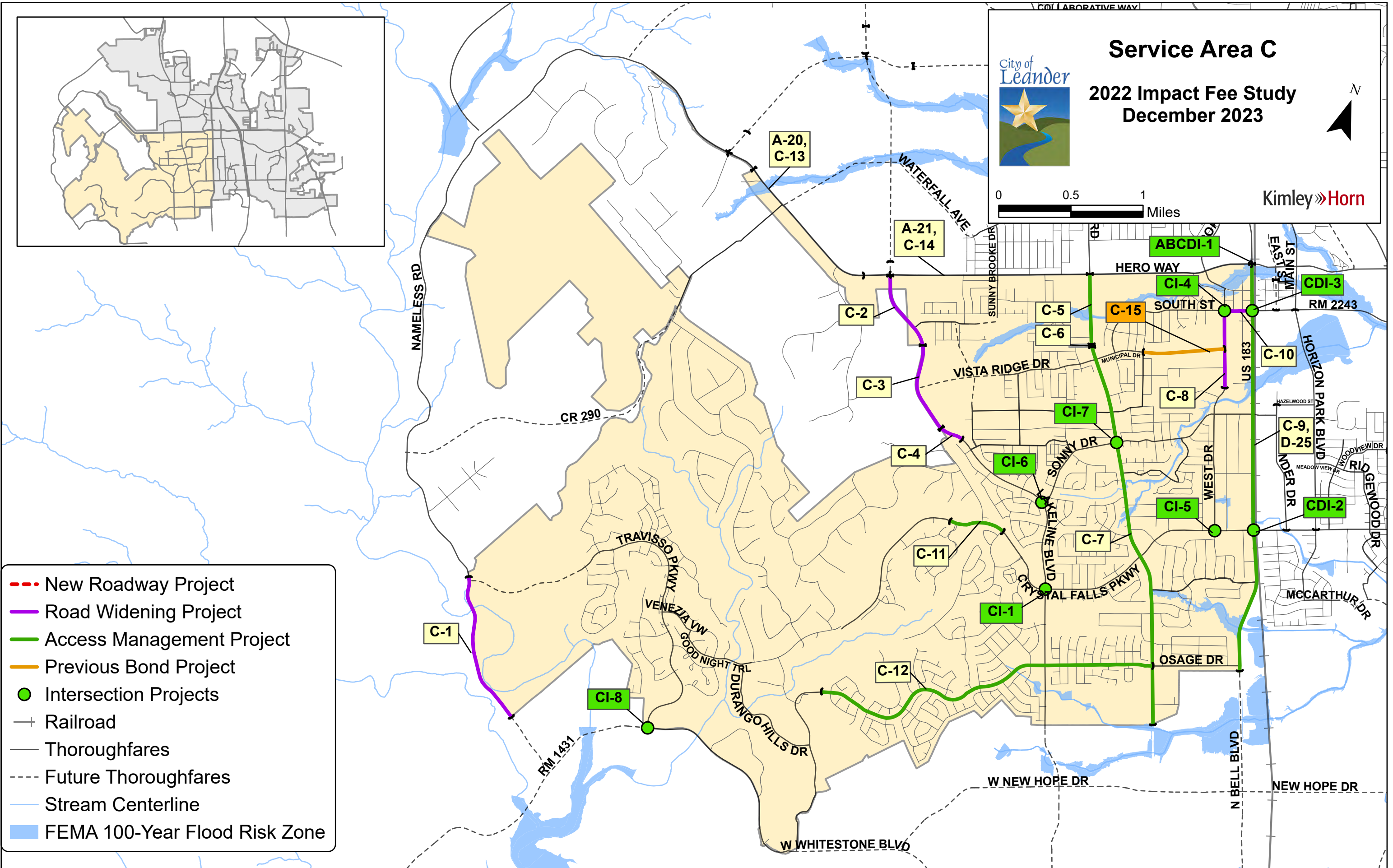


Table 2.D. 10-Year Roadway Impact Fee Capital Improvements Plan – Service Area D

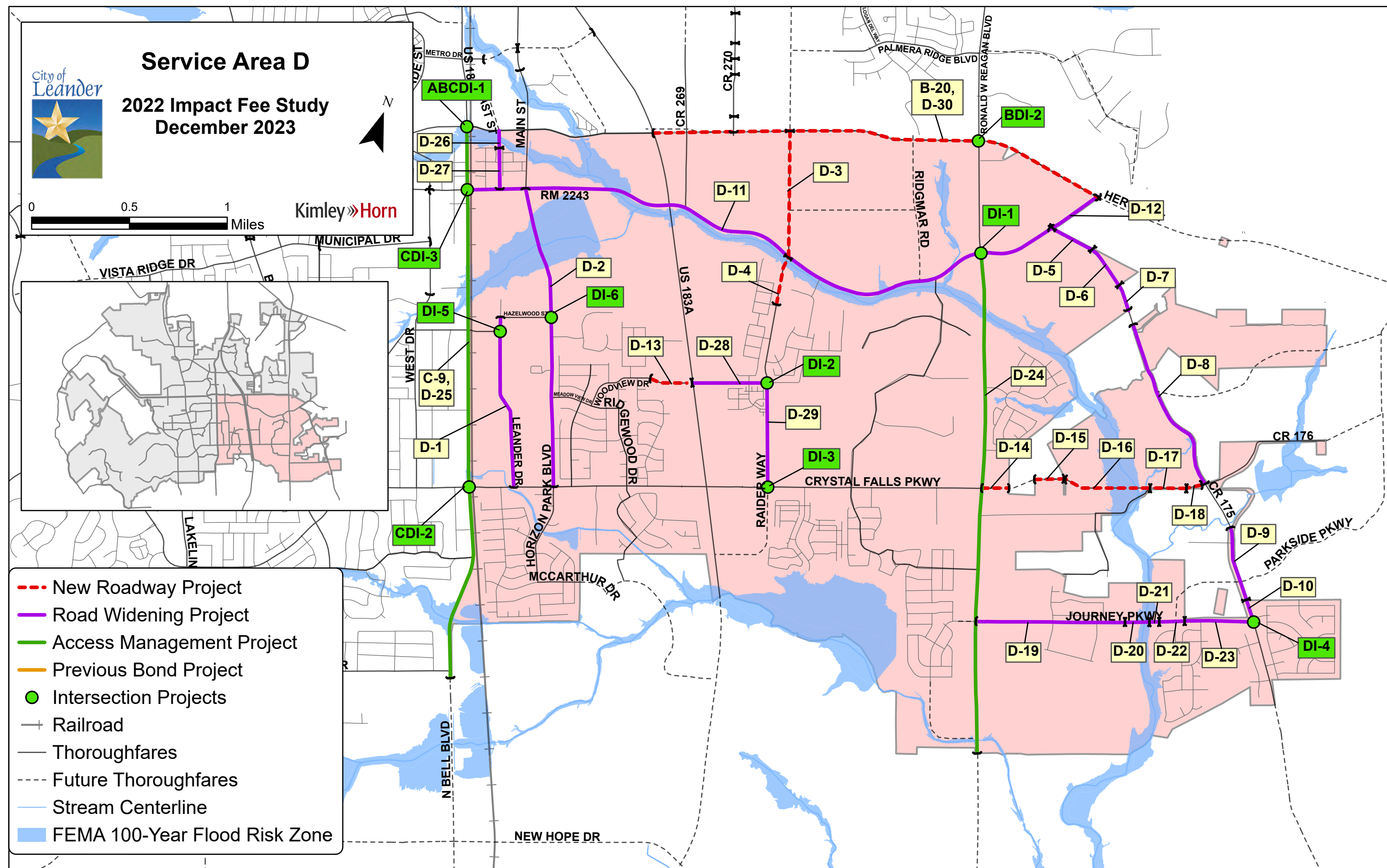
Street Improvements - Service Area D

Project #	Impact Fee Class	Street Name	Limits	Length (Miles)	Percent in Service Area
D-1	Widen Substandard	Leander Dr	From HAZLEWOOD ST To CRYSTAL FALLS DR	0.88	100%
D-2	Widen Collector	Horizon Park Blvd	From RM 2243 To CRYSTAL FALLS PKWY	1.54	100%
D-3	New Collector	Raider Way	From HERO WAY To RM 2243	0.64	100%
D-4	New Collector	Raider Way	From RM 2243 To 1,235' S OF RM 2243	0.25	100%
D-5	Widen 4-Lane Arterial	CR 175	From RM 2243 To 1,265' SE OF RM 2243	0.24	50%
D-6	Widen 4-Lane Arterial	CR 175	From 1,265' SE OF RM 2243 To 2,315' SE OF RM 2243	0.23	100%
D-7	Widen 4-Lane Arterial	CR 175	From 2,315' SE OF RM 2243 To 3,040' SE OF RM 2243	0.14	50%
D-8	Widen 4-Lane Arterial	CR 175	From 1,855' NW OF WHISPER LN To 40' NW OF CRYSTAL FALLS PKWY	0.91	50%
D-9	Widen 4-Lane Arterial	CR 175	From 1,400' SE OF CRYSTAL FALLS PKWY To 500' SE OF PARKSIDE PKWY	0.38	100%
D-10	Widen 4-Lane Arterial	CR 175	From 615' NW OF JOURNEY PKWY To JOURNEY PKWY	0.12	50%
D-11	Widen 4-Lane Arterial	RM 2243	From N US 183 To CR 175	3.21	100%
D-12	Widen 4-Lane Arterial	RM 2243	From CR 175 To HERO WAY	0.28	50%
D-13	New Collector	Woodview Dr	From 980' W OF N US 183 To N US 183	0.18	100%
D-14	New 4-Lane Arterial	Crystal Falls Pkwy	From RONALD REAGAN BLVD To 725' E OF RONALD REAGAN BLVD	0.14	100%
D-15	New 4-Lane Arterial	Crystal Falls Pkwy	From 1,405' E OF RONALD REAGAN BLVD To 2,185' E OF RONALD REAGAN BLVD	0.15	100%
D-16	New 4-Lane Arterial	Crystal Falls Pkwy	From 2,190' E OF RONALD REAGAN BLVD To 1,615' W OF CR 175	0.44	100%
D-17	New 4-Lane Arterial	Crystal Falls Pkwy	From 1,615' W OF CR 175 To 590' W OF CR 175	0.19	50%
D-18	New 4-Lane Arterial	Crystal Falls Pkwy	From 1,615' W OF CR 175 To 115' W OF CR 175	0.08	100%
D-19	Widen 4-Lane Arterial	Journey Pkwy	From RONALD REAGAN BLVD To 4,025' E OF RONALD REAGAN BLVD	0.76	100%
D-20	Widen 4-Lane Arterial	Journey Pkwy	From 4,025' E OF RONALD REAGAN BLVD To 4,700' E OF RONALD REAGAN BLVD	0.13	50%
D-21	Widen 4-Lane Arterial	Journey Pkwy	From 4,700' E OF RONALD REAGAN BLVD To 5,000' E OF RONALD REAGAN BLVD	0.05	100%
D-22	Widen 4-Lane Arterial	Journey Pkwy	From 2,575' W OF CR 175 To 1,875' W OF CR 175	0.13	50%
D-23	Widen 4-Lane Arterial	Journey Pkwy	From 1,875' W OF CR 175 To CR 175	0.35	100%
D-24	Access Management	Ronald Reagan Blvd	From RM 2243 To Southern City Limits	2.56	100%
C-9, D-25	Access Management	US 183	From HERO WAY To 195' S OF OSAGE DR	2.84	50%
D-26	Widen Collector	N East St	From Hero Way To E South St	0.30	100%
D-27	Widen Collector	N East St	From E Evans St To E South St	0.21	100%
D-28	Widen Collector	Woodview Dr	From US 183A To Raider Way	0.38	100%
D-29	Widen Collector	Raider Way	From Woodview Dr To Crystal Falls Pkwy	0.53	100%
B-17, D-30	New 3-Lane Frontage	Hero Way ROW	From US 183 To RM 2243	2.34	50%

Signal Installation and Intersection Improvements - Service Area D

Project #	Project Type	Intersection	Project Source	Percent in Service Area
ACDEI-1	Other Capacity	Hero Way and US 183	TMP - ICE	25%
ABCDEI-2	ITS Upgrades	City of Leander Signal Upgrades	TMP	20%
BDI-2	Signal	Hero Way and Ronald Reagan Blvd	TMP	50%
CDI-2	Other Capacity	Crystal Falls Pkwy and US 183	TMP - ICE	50%
CDI-3	Other Capacity	W South St and US 183	TMP - ICE	50%
DI-1	Innovative Intersection	RM 2243 and Ronald Reagan Blvd	TMP - ICE	100%
DI-2	Roundabout	E Woodview Dr and Raider Way	CIP	100%
DI-3	Signal	E Crystal Falls Pkwy and Raider Way	CIP	100%
DI-4	Signal	Journey Pkwy and CR 175	TMP	100%
DI-5	Roundabout	Sonny Dr and Leander Dr	TMP	100%
DI-6	Roundabout	Hazelwood St and Horizon Park Blvd	TMP	100%

Note: The 10-Year Roadway Impact Fee CIP is not in a prioritized order.





Street Improvements - Service Area E

Project #	Impact Fee Class	Street Name	Limits	Length (Miles)	Percent in Service Area
A-9, E-1	Access Management	US 183	From 3,425' N OF S GABRIEL DR To HERO WAY	1.70	50%
E-2	Widen 6-Lane Arterial (2/3)	San Gabriel Pkwy	From N US 183 To 183A TOLL RD	0.45	100%
E-3	New Collector	Metro Dr	From Leander Dr To Mel Mathis Ave	0.18	100%
E-4	New Collector	College Way	From Main Street To US 183A	0.41	100%
E-5	New Collector	Main Street	From San Gabriel Pkwy To 1575' N of Hero Way	0.49	100%

Signal Installation and Intersection Improvements - Service Area E

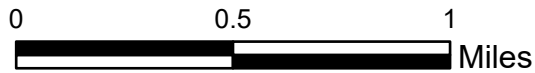
Project #	Project Type	Intersection	Project Source	Percent in Service Area
ACDEI-1	Other Capacity	Hero Way and US 183	TMP - ICE	25%
ABCDEI-2	ITS Upgrades	City of Leander Signal Upgrades	TMP	20%

Note: The 10-Year Roadway Impact Fee CIP is not in a prioritized order.

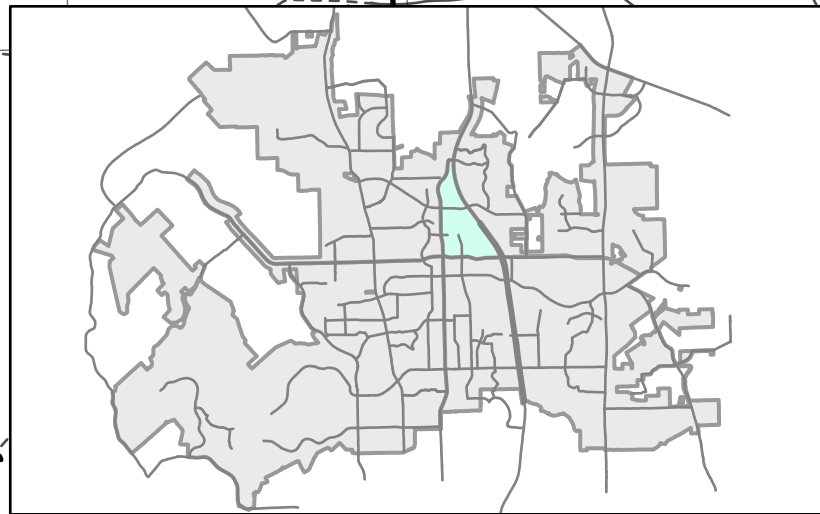


Service Area E

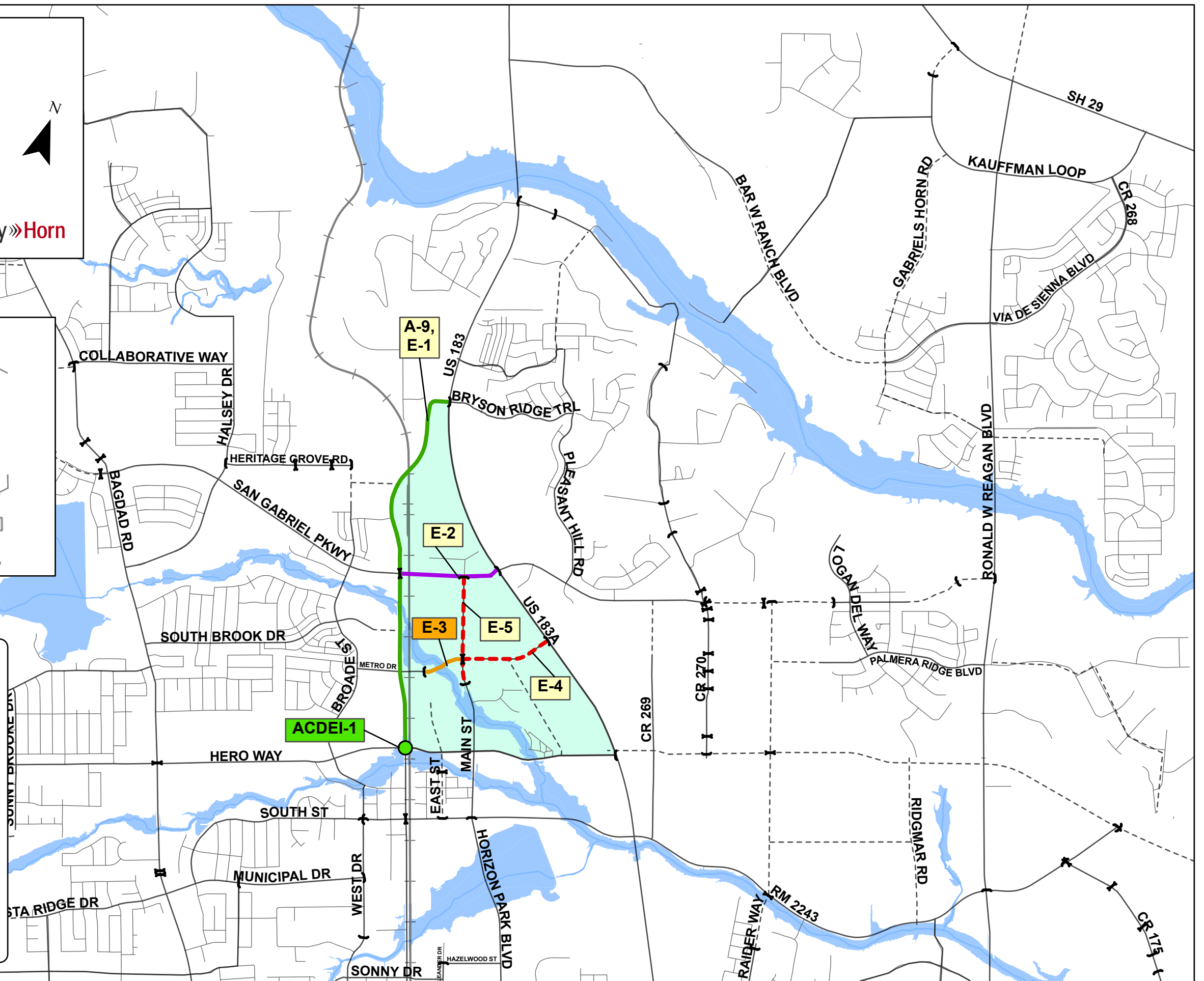
2022 Impact Fee Study
December 2023



Kimley»Horn



- New Roadway Project
- Road Widening Project
- Access Management Project
- Previous Bond Project
- Intersection Projects
- Railroad
- Thoroughfares
- Future Thoroughfares
- Stream Centerline
- FEMA 100-Year Flood Risk Zone



IV. METHODOLOGY FOR ROADWAY IMPACT FEES

A. Service Areas

The five (5) service areas used in the 2022 Roadway Impact Fee Study are shown in the previously referenced **Exhibit 2**. These service areas cover the entire corporate area of the City of Leander **as of November 2023**. Chapter 395 of the Texas Local Government Code specifies that “the service area is limited to an area within the corporate boundaries of the political subdivision and shall not exceed six (6) miles.” The service areas in the 2022 Roadway Impact Fee Study are consistent with the specification of Chapter 395 of the Texas Local Government Code.

B. Service Units

The “service unit” is a measure of consumption or use of the capital facilities by new development. In other words, it is the unit of measure used in the 2022 Roadway Impact Fee Study to quantify the supply and demand for roads in the City. For transportation purposes, the service unit is defined as a vehicle-mile.

Vehicle-Mile: The capacity consumed in a single lane in the PM peak hour by a vehicle making a trip one mile in length. The PM Peak is used as the basis for transportation planning and the estimation of trips caused by new development.

Total Vehicle-Miles of Supply: Based on the total length (miles), number of lanes, and capacity (vehicles per hour) provided by the Transportation Master Plan (see **Appendix B**).

Total Vehicle-Miles of Demand: Based on the 10-year growth projections (Pg. 45). The demand is equal to PM Trip Rate (trips) * Trip Length (miles).

The capacity values used in the 2022 Roadway Impact Fee Study are based upon Capacity Criteria published by the Capital Area Metropolitan Planning Organization (CAMPO) and modified to reflect local context within the City of Leander corporate limits and match values used in the Transportation Master Plan. **Table 3A** and **3B** show the service volumes as a function of the facility classification and type for existing and proposed facilities.

Table 3A. Service Volumes for Proposed Facilities
(used in Appendix B – Roadway Impact Fee CIP Service Units of Supply)

Facility Classification	Lanes	Median Configuration	Hourly Vehicle-Mile Capacity per Lane-Mile of Roadway Facility
6-Lane Arterial	6	Divided	840
4-Lane Arterial	4	Divided	840
Collector	3	Undivided	760

Table 3B. Service Volumes for Existing Facilities

Roadway Type	Description	Hourly Vehicle-Mile Capacity per Lane-Mile of Roadway Facility
2U-G	Rural Cross-Section (i.e., gravel, dirt, etc.)	100
2U	Two-lane undivided – built-out	640
2U-S	Two-lane undivided with on-street parking	510
2D	Two-lane divided	640
3U	Three-lane undivided (two-way, left-turn lane)	760
4U	Four-lane undivided	660
4D	Four-lane divided	840
5U	Five-lane undivided	720

C. Cost Per Service Unit

A fundamental step in the impact fee process is to establish the cost for each service unit. In the case of the Roadway Impact Fee, this is the cost for each vehicle-mile of travel. Thus, it is the cost to construct a roadway (lane-mile) needed to accommodate a vehicle-mile of travel. The cost per service unit is calculated for each service area based on the roadway projects within that service area.

The second component of the cost per service unit is the determination of the number of service units in each service area. This number is the measure of the growth in transportation demand that is projected to occur in the ten-year period.

D. Cost of the RIF CIP

All of the project costs for an arterial or collector facility which serves the overall transportation system are eligible to be included in the Roadway Impact Fee Capital Improvements Plan (RIF CIP). Chapter 395 of the Texas Local Government Code specifies that the allowable costs are "...including and limited to the:

1. Construction contract price;
2. Surveying and engineering fees;
3. Land acquisition costs, including land purchases, court awards and costs, attorney's fees, and expert witness fees; and
4. Fees actually paid or contracted to be paid to an independent qualified engineer or financial consultant preparing or updating the capital improvements plan who is not an employee of the political subdivision."

The engineer's opinion of the probable costs of the projects in the RIF CIP is based, in part, on the calculation of a unit cost of construction. This means that a cost per linear foot of roadway is calculated based on an average price for the various components of roadway construction. This allows the probable cost to be determined by the type of facility being constructed, the number of lanes, and the length of the project. The cost for location specific items such as bridges, highway ramps, drainage structures, and any other special components are added to each project, as appropriate. The following is a detailed description of the costing worksheet/methodology for the RIF CIP.

1. Overview of RIF CIP Costing Worksheets

For each project a specific costing worksheet was developed (see **Appendix A**). Each worksheet contained the following four (4) main components:

- Project Information,
- Construction Pay Items,
- Construction Component Allowances and
- Summary of Costs and Allowances

Kimley»Horn

City of Leander
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Updated: 12/14/2021

Project Information

Project Information:		Description:
Name:	Lakeline Blvd	This project consists of the construction of a new four-lane arterial.
Project Label:	A-2	
Service Area:	A.	
Limits:	LIVE OAK RD to 1,635 S OF CR 280	
Impact Fee Class:	New 4-Lane Arterial	
Cross-Section:	4D	
Roadway Class:	Arterial 4-Lane	
Length (Feet):	5,438	

Construction Pay Items

Roadway Construction Cost Projection

Paving Construction Costs

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
105	Unclassified Street Excavation	23,932	CY	\$ 15.00	\$ 359,000
205	6" Asphalt (Type C)	9,171	Ton	\$ 80.00	\$ 734,000
305	17" Base	17,889	CY	\$ 45.00	\$ 796,000
405	Geogrid	37,458	SY	\$ 2.00	\$ 75,000
505	10' Concrete Sidewalk	108,750	SF	\$ 10.00	\$ 1,088,000
605	Machine Laid Curb & Gutter	10,875	LF	\$ 18.00	\$ 196,000
705	Turn Lanes and Median Openings	3,982	SY	\$ 77.00	\$ 307,000
805	Surface Treatment (0.2 gal/sy, Prime Coat AE-P)	5,558	GAL	\$ 4.00	\$ 22,000

Paving Construction Cost Subtotal: \$ 3,577,000

Major Construction Component Allowances*

Item Description	Notes	Allowance	Item Cost
✓ Traffic Control	None Anticipated	5%	\$ 179,000
✓ Pavement Markings/Signs/Posts	Includes Striping/Signs for Shared Paths	2%	\$ 72,000
✓ Roadway Drainage	Standard Internal System	35%	\$ 1,252,000
✓ Illumination		10%	\$ 358,000
✓ Special Drainage Structures	None Anticipated	0%	\$ -
✓ Water	Minor Adjustments	2%	\$ 72,000
✓ Sewer	Minor Adjustments	2%	\$ 72,000
✓ Turf and Erosion Control		3%	\$ 107,000
✓ Landscaping and Irrigation		2%	\$ 72,000
✓ Miscellaneous		0%	\$ -

*Allowances are based on percent of paving construction cost subtotal

Allowance Subtotal: \$ 2,184,000

Paving Construction Cost and Allowance Subtotal: \$ 5,761,000

Construction Contingency: 15% \$ 864,000

Mobilization: 10% \$ 576,000

Prep ROW: 4% \$ 230,000

Construction Cost Total: \$ 7,500,000

Summary of Costs and Allowances

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:			\$ 7,500,000
Engineering/Survey/Testing:		16%	\$ 1,200,000
Previous City Contribution:			\$ -
Other:			\$ -
ROW/Easement Acquisition:			\$ 1,631,258

Impact Fee Project Cost Total: \$ 10,300,000

Note: These planning level cost projections listed in these tables have been developed for impact fee calculations only and should not be used for any future Capital Improvement Planning within the City of Leander. These planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

2. Project Information

In order to correctly estimate the cost of a roadway project, several attributes are first identified:

- Project Number – Identifies which Service Area the project is in with a corresponding number. The corresponding number does not represent any prioritizations and is used only to identify projects. For example, Project B-7 is in Service Area B and is the 7th project on the list.
- Name – A unique identifier for each project. In some cases, abbreviations are used for the project name.
- Limits – Represents the beginning and ending location for each project.
- Impact Fee Class – The costing class to be used in the analysis. The impact fee class provides the width for the various elements in the roadway. The construction costs are variable, based on the Transportation Master Plan classification of the roadway. Modifications to roadway element widths are utilized in cases where a portion of the facility currently exists and the road is only to be widened, or where the road is planned to be widened to an interim configuration. Examples of these are access management projects, which are designated in the summary sheets at the beginning of each service area's Conceptual Level Cost Projections in **Appendix A**. Other specialized cases are noted in the short description box located in this section, such as previously constructed projects with a known cost.
- Ultimate Class – The ultimate classification of the roadway, if different from the Impact Fee Class based on determination of need in the 10-year window.
- Length (ft) – The distance measured in feet that is used to cost out the project.
- Service Area(s) – Represents the service areas where the project is located. Multiple service areas will be listed if the project lies along a service area boundary, or if a different jurisdiction lies along the project, it will be noted.

3. Construction Pay Items

A typical roadway project consists of several costs, including the following: planning, survey, design engineering, permitting, right-of way acquisition, and construction and testing. While the construction cost component of a project may consist of approximately 100 various pay items, a simplified approach was used for developing the conceptual level project costs. The pay items used in the 2022 RIF CIP are as follows:

- Unclassified street excavation;
- HMAC Surface courses (asphalt, in depth);
- Flexible roadway base;
- Geogrid;
- Concrete sidewalks;
- Concrete curb and gutter;
- Turn lanes and median openings; and
- Surface treatment.

4. Construction Component Allowances

A percentage of the paving construction cost is allotted for various major construction component allowances, as appropriate. These allowances include traffic control, pavement markings, signs and posts, roadway drainage, illumination, water and sewer adjustments, turf and erosion control, landscaping and irrigation, mobilization, and preparation of right-of-way. These allowance percentages are also based on historical data.

In addition, lump sum dollar allowances are provided for special drainage structures (bridges and culverts) and railroad crossings. The paving and allowance subtotal is given a fifteen percent (15%) contingency.

5. Summary of Cost and Allowances

To determine the Impact Fee Project Cost Total, sixteen percent (16%) of the construction cost total is added for engineering, surveying, and testing. Right-of-way/easement acquisition is included in project costs at an approximate value of \$3 per square foot and is a recoverable cost per Chapter 395 of the Local Government Code. New roadways are assumed to require the TMP required Right-of-Way based on the latest adopted Thoroughfare Plan Map. Widening projects are assumed to require roughly 25% of the TMP required right-of-way on average, but were not evaluated for existing right-of-way individually due to lack of information and for planning level cost estimating purposes.

The Impact Fee Project Cost Total is then the Construction Cost Total plus engineering, surveying, and testing, plus contingency, and minus roadway escrow agreements. In situations where other agencies have jurisdiction over roadways within the corporate limits, it was assumed the City contribution toward such projects would amount to 80% of the Impact Fee Project Cost Total for County shared jurisdiction projects, and 20% of the Impact Fee Project Cost total for intersections with TxDOT jurisdiction, which aligns with historical contributions. Only the anticipated City contributions to roadway projects are recoverable per state law.

E. Summary of Roadway Impact Fee CIP Costs

Tables 4.A – 4.E are the 10-Year RIF CIP project lists for each service area with planning level project costs. Individual project cost worksheets can be seen in **Appendix A**, Conceptual Level Project Cost Projections. It should be noted that these tables reflect only conceptual-level opinions or assumptions regarding the portions of future project costs that are recoverable through impact fees. Actual project costs are likely to change with time and are dependent on market and economic conditions that cannot be predicted.

The RIF CIP establishes the list of projects for which Impact Fees may be utilized. Projects not included in the RIF CIP are not eligible to receive impact fee funding. The cost projections utilized in this study should not be utilized for the City's construction CIP. **Cost projections are unchanged in the 2023 Study Update.**



**Table 4.A – 10-Year RIF CIP
with Conceptual Level Cost Projections – Service Area A**

Street Improvements - Service Area A

Project #	Impact Fee Class	Street Name	Limits	Length (Miles)	Percent in Service Area	Project Cost	Total Cost in Service Area
A-1	New 4-Lane Arterial	Lakeline Blvd	From 1,125' S OF CR 281 To 1,635' S OF CR 280	0.66	50%	\$ 6,600,000	\$ 3,300,000
A-2	New 4-Lane Arterial	Lakeline Blvd	From LIVE OAK RD To 1,635' S OF CR 280	1.03	100%	\$ 10,300,000	\$ 10,300,000
A-3	New 4-Lane Arterial	Lakeline Blvd	From 1,635' S OF CR 280 To 75' N OF BAGDAD RD	0.20	50%	\$ 2,100,000	\$ 1,050,000
A-4	New 4-Lane Arterial	Lakeline Blvd	From 480' N OF OLD 2243 WEST To OLD 2243 WEST	0.09	100%	\$ 1,000,000	\$ 1,000,000
A-5	Access Management	Bagdad Rd	From 1300' N OF CR 281 To CR 281	0.26	50%	\$ 500,000	\$ 250,000
A-6	Access Management	Bagdad Rd	From CR 281 To 930' NW OF W SAN GABRIEL PKWY	2.41	100%	\$ 9,364,238	\$ 9,364,238
A-7	Access Management	Bagdad Rd	From 930' NW OF W SAN GABRIEL PKWY To 380' NW OF W SAN GABRIEL PKWY	0.11	50%	\$ 274,724	\$ 137,362
A-8	Access Management	Bagdad Rd	From 380' NW OF W SAN GABRIEL PKWY To HERO WAY	1.41	100%	\$ 7,884,238	\$ 7,884,238
A-9, E-1	Access Management	US 183	From US 183A To HERO WAY	1.70	50%	\$ 3,400,000	\$ 1,700,000
A-10	New Collector	CR 280	From 1,725' W OF LAKELINE BLVD To 530' E OF LAKELINE BLVD	0.43	100%	\$ 2,700,000	\$ 2,700,000
A-11	New Collector	CR 280	From 1,965' W OF BAGDAD RD To BAGDAD RD	0.40	100%	\$ 2,500,000	\$ 2,500,000
A-12	Widen Collector	Heritage Grove Rd	From HALSEY DR To 1,295' W OF W BROADE ST	0.32	100%	\$ 2,000,000	\$ 2,000,000
A-13	Widen Collector	Heritage Grove Rd	From 1,295' W OF W BROADE ST To 460' E OF W BROADE ST	0.16	50%	\$ 1,000,000	\$ 500,000
A-14	Widen Collector	Heritage Grove Rd	From 460' W OF W BROADE ST To W BROADE ST	0.09	100%	\$ 600,000	\$ 600,000
A-15	New 6-Lane Arterial (1/3)	San Gabriel Pkwy	From LAKELINE BLVD To 1,760' E OF LAKELINE BLVD	0.34	50%	\$ 2,600,000	\$ 1,300,000
A-16	New 6-Lane Arterial (1/3)	San Gabriel Pkwy	From 1,760' W OF LAKELINE BLVD To 1,400' W OF BAGDAD RD	0.76	100%	\$ 5,800,000	\$ 5,800,000
A-17	New 6-Lane Arterial (1/3)	San Gabriel Pkwy	From 1,400' W OF BAGDAD RD To 165' W OF BAGDAD RD	0.24	50%	\$ 1,900,000	\$ 950,000
A-18	Widen 6-Lane Arterial (2/3)	San Gabriel Pkwy	From BAGDAD RD To N US 183	1.46	100%	\$ 9,500,000	\$ 9,500,000
A-19	Widen 4-Lane Arterial	Hero Way	From SAN GABRIEL PKWY To 1,100' E OF SAN GABRIEL PKWY	0.21	50%	\$ 1,900,000	\$ 950,000
A-20, C-13	Widen 4-Lane Arterial	Hero Way	From 1,100' E OF SAN GABRIEL PKWY To 900' W OF LAKELINE BLVD	1.08	50%	\$ 11,100,000	\$ 5,550,000
A-21, C-14	Access Management	Hero Way	From LAKELINE BLVD To US 183	2.51	50%	\$ 22,757,707	\$ 11,378,854
A-22	New Collector	Live Oak Rd	From LAKELINE BLVD To WESTERN CITY LIMITS	1.37	100%	\$ 9,900,000	\$ 9,900,000
A-23	New Collector	Live Oak Rd	From LAKELINE BLVD To 2240' E OF LAKELINE BLVD	0.42	50%	\$ 3,100,000	\$ 1,550,000
A-24	Widen Collector	Live Oak Rd	From BAGDAD RD To 1725' W OF BAGDAD RD	0.33	100%	\$ 2,000,000	\$ 2,000,000

Signal Installation and Intersection Improvements - Service Area A

Project #	Project Type	Intersection	Project Source	Percent in Service Area	Project Cost	Total Cost in Service Area
ACDEI-1	Other Capacity	US 183 and Hero Way	TMP - ICE	25%	\$ 298,750	\$ 74,688
ABCDEI-2	ITS Upgrades	City of Leander Signal Upgrades	TMP	20%	\$ 2,000,000	\$ 400,000

Service Area A Roadway Project Cost Total \$ 92,144,691
Service Area A Intersection Project Cost Total \$ 474,688
2022 Roadway Impact Fee Study Cost per Service Area \$ 23,000
Total Cost in Service Area A \$ 92,642,379

- These planning level cost projections have been developed for Impact Fee calculations only and should not be used for any future Capital Improvement Projects within the City of Leander.
- These planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.



**Table 4.B – 10-Year RIF CIP
with Conceptual Level Cost Projections – Service Area B**

Street Improvements - Service Area B

Project #	Impact Fee Class	Street Name	Limits	Length (Miles)	Percent in Service Area	Project Cost	Total Cost in Service Area
B-1	New 4-Lane Arterial (1/2)	Kaufmann Loop	From SH 29 To 875' SW OF SH 29	0.17	100%	\$ 1,800,000	\$ 1,800,000
B-2	Widen Substandard	CR 270	From N US 183 To 965' E OF N US 183	0.20	100%	\$ 1,200,000	\$ 1,200,000
B-3	Widen Substandard	CR 270	From 825' S OF ORCHARD DR To PVT RD 918	0.65	50%	\$ 4,000,000	\$ 2,000,000
B-4	Widen Substandard	CR 270	From 300' S OF NORWOOD DR To 250' N OF SAN GABRIEL PKWY	0.29	50%	\$ 1,900,000	\$ 950,000
B-5	Widen Substandard	CR 270	From 250' N OF SAN GABRIEL PKWY To SAN GABRIEL PKWY	0.05	100%	\$ 400,000	\$ 400,000
B-6	Widen Substandard	CR 270	From 190' S OF SAN GABRIEL PKWY To 410' S OF SAN GABRIEL PKWY	0.04	50%	\$ 200,000	\$ 100,000
B-7	Widen Substandard	CR 270	From 410' S OF SAN GABRIEL PKWY To 680' S OF SAN GABRIEL PKWY	0.05	100%	\$ 400,000	\$ 400,000
B-8	Widen Substandard	CR 270	From 680' S OF SAN GABRIEL PKWY To 1,550' S OF SAN GABRIEL PKWY	0.15	50%	\$ 1,000,000	\$ 500,000
B-9	Widen Substandard	CR 270	From 2,400' N OF HERO WAY To 1,990' N OF HERO WAY	0.08	100%	\$ 500,000	\$ 500,000
B-10	Widen Substandard	CR 270	From 1,990' N OF HERO WAY To 1,550' N OF HERO WAY	0.08	50%	\$ 500,000	\$ 250,000
B-11	Widen Substandard	CR 270	From 1,550' N OF HERO WAY To 405' N OF HERO WAY	0.22	100%	\$ 1,400,000	\$ 1,400,000
B-12	Widen Substandard	CR 270	From 405' N OF HERO WAY To HERO WAY	0.08	100%	\$ 500,000	\$ 500,000
B-13	New Collector	Raider Way	From SAN GABRIEL PKWY To HERO WAY	0.68	100%	\$ 5,000,000	\$ 5,000,000
B-14	New 4-Lane Arterial (1/2)	San Gabriel Pkwy	From CR 270 To 1,415' E of CR 270	0.27	50%	\$ 2,700,000	\$ 1,350,000
B-15	New 4-Lane Arterial (1/2)	San Gabriel Pkwy	From 1,415' E of CR 270 To 375' W of Logan Del Way	0.31	100%	\$ 3,200,000	\$ 3,200,000
B-16	Widen 4-Lane Arterial	San Gabriel Pkwy	From 865' W of Ronald Reagan Blvd To Ronald Reagan Blvd	0.17	100%	\$ 1,500,000	\$ 1,500,000
B-17, D-30	New 3-Lane Frontage	Hero Way ROW	From US 183 To RM 2243	2.34	50%	\$ 13,900,000	\$ 6,950,000

Signal Installation and Intersection Improvements - Service Area B

Project #	Project Type	Intersection	Project Source	Percent in Service Area	Project Cost	Total Cost in Service Area
ABCDEI-2	ITS Upgrades	City of Leander Signal Upgrades	TMP	20%	\$ 2,000,000	\$ 400,000
BI-1	Signal	San Gabriel Pkwy and Ronald Reagan Blvd	TMP	100%	\$ 400,000	\$ 400,000
BDI-2	Signal	Hero Way and Ronald Reagan Blvd	CIP	50%	\$ 400,000	\$ 200,000

Service Area B Roadway Project Cost Total \$ 28,000,000
 Service Area B Intersection Project Cost Total \$ 1,000,000
 2022 Roadway Impact Fee Study Cost per Service Area \$ 23,000
Total Cost in Service Area B \$ 29,023,000

- These planning level cost projections have been developed for Impact Fee calculations only and should not be used for any future Capital Improvement Projects within the City of Leander.
- These planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.



**Table 4.C – 10-Year RIF CIP
with Conceptual Level Cost Projections – Service Area C**

Street Improvements - Service Area C

Project #	Impact Fee Class	Street Name	Limits	Length (Miles)	Percent in Service Area	Project Cost	Total Cost in Service Area
C-1	Widen 4-Lane Arterial	Nameless Rd	From TRAVIS PKWY To 2,475' NW OF RM 1431	1.06	50%	\$ 9,400,000	\$ 4,700,000
C-2	Widen 4-Lane Arterial (1/2)	Lakeline Blvd	From HERO WAY To 2,815' SE OF HERO WAY	0.55	100%	\$ 5,000,000	\$ 5,000,000
C-3	Widen 4-Lane Arterial (1/2)	Lakeline Blvd	From 2,815' SE OF HERO WAY To 1,765' SE OF VISTA RIDGE	0.64	50%	\$ 5,700,000	\$ 2,850,000
C-4	Widen 4-Lane Arterial (1/2)	Lakeline Blvd	From 1,765' SE OF VISTA RIDGE To 550' NW OF STINNETT DR	0.15	100%	\$ 1,300,000	\$ 1,300,000
C-5	Access Management	Bagdad Rd	From HERO WAY To 2,595' S OF HERO WAY	0.49	100%	\$ 800,000	\$ 800,000
C-6	Access Management	Bagdad Rd	From 2,595' S OF HERO WAY To 475' N OF VISTA RIDGE DR	0.02	50%	\$ 100,000	\$ 50,000
C-7	Access Management	Bagdad Rd	From 475' N OF VISTA RIDGE DR To 2,065' S OF OSAGE DR	2.67	100%	\$ 3,900,000	\$ 3,900,000
C-8	Widen Collector	S West Dr	From W SOUTH ST To 870' N OF SONNY DR	0.53	100%	\$ 3,200,000	\$ 3,200,000
C-9, D-25	Access Management	US 183	From HERO WAY To 195' S OF OSAGE DR	2.84	50%	\$ 4,500,000	\$ 2,250,000
C-10	Widen Substandard	W South St	From WEST DR To US 183	0.19	100%	\$ 1,200,000	\$ 1,200,000
C-11	Access Management	Crystal Falls Pkwy	From CANTINA SKY To FIRST VIEW	0.37	100%	\$ 500,000	\$ 500,000
C-12	Access Management	Osage Dr	From 315' E OF PAINTED SKY BEND To BAGDAD RD	2.50	100%	\$ 500,000	\$ 500,000
A-20, C-13	Widen 4-Lane Arterial	Hero Way	From 1,100' E OF SAN GABRIEL PKWY To 900' W OF LAKELINE BLVD	1.08	50%	\$ 11,100,000	\$ 5,550,000
A-21, C-14	Access Management	Hero Way	From LAKELINE BLVD To US 183	2.51	50%	\$ 22,757,707	\$ 11,378,854
C-15	Widen Collector	Municipal Dr	From Northern Hills To S West Dr	0.56	100%	\$ 2,494,024	\$ 2,494,024

Signal Installation and Intersection Improvements - Service Area C

Project #	Project Type	Intersection	Project Source	Percent in Service Area	Project Cost	Total Cost in Service Area
ACDEI-1	Other Capacity	Hero Way and US 183	TMP - ICE	25%	\$ 298,750	\$ 74,687.50
ABCDEI-2	ITS Upgrades	City of Leander Signal Upgrades	TMP	20%	\$ 2,000,000	\$ 400,000.00
CDI-2	Other Capacity	Crystal Falls Pkwy and US 183	TMP - ICE	50%	\$ 355,000	\$ 177,500.00
CDI-3	Other Capacity	W South St and US 183	TMP - ICE	50%	\$ 194,000	\$ 97,000.00
CI-1	Other Capacity	Crystal Falls Pkwy and Lakeline Blvd	TMP - ICE	100%	\$ 472,250	\$ 472,250.00
CI-4	Roundabout	W South St and West Dr	2018-GO Bond	100%	\$ 1,200,000	\$ 1,200,000.00
CI-5	Signal	E Crystal Falls Pkwy and S West St	TMP	100%	\$ 400,000	\$ 400,000.00
CI-6	Signal	Sonny Dr and Lakeline Blvd	TMP	100%	\$ 400,000	\$ 400,000.00
CI-7	Signal	Sonny Dr and Bagdad Rd	TMP	100%	\$ 400,000	\$ 400,000.00
CI-8	Other Capacity	RM 1431 and Travisso Pkwy	TMP	20%	\$ 400,000	\$ 80,000.00

Service Area C Roadway Project Cost Total \$ 45,672,878
 Service Area C Intersection Project Cost Total \$ 3,701,438
 2022 Roadway Impact Fee Study Cost per Service Area \$ 23,000
Total Cost in Service Area C \$ 49,397,315

- These planning level cost projections have been developed for Impact Fee calculations only and should not be used for any future Capital Improvement Projects within the City of Leander.
- These planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.



**Table 4.D – 10-Year RIF CIP
with Conceptual Level Cost Projections – Service Area D**

Street Improvements - Service Area D

Project #	Impact Fee Class	Street Name	Limits	Length (Miles)	Percent in Service Area	Project Cost	Total Cost in Service Area
D-1	Widen Substandard	Leander Dr	From HAZLEWOOD ST To CRYSTAL FALLS DR	0.88	100%	\$ 5,300,000	\$ 5,300,000
D-2	Widen Collector	Horizon Park Blvd	From RM 2243 To CRYSTAL FALLS PKWY	1.54	100%	\$ 14,300,000	\$ 14,300,000
D-3	New Collector	Raider Way	From HERO WAY To RM 2243	0.64	100%	\$ 4,700,000	\$ 4,700,000
D-4	New Collector	Raider Way	From RM 2243 To 1,235' S OF RM 2243	0.25	100%	\$ 3,200,000	\$ 3,200,000
D-5	Widen 4-Lane Arterial	CR 175	From RM 2243 To 1,265' SE OF RM 2243	0.24	50%	\$ 1,680,000	\$ 840,000
D-6	Widen 4-Lane Arterial	CR 175	From 1,265' SE OF RM 2243 To 2,315' SE OF RM 2243	0.23	100%	\$ 1,680,000	\$ 1,680,000
D-7	Widen 4-Lane Arterial	CR 175	From 2,315' SE OF RM 2243 To 3,040' SE OF RM 2243	0.14	50%	\$ 960,000	\$ 480,000
D-8	Widen 4-Lane Arterial	CR 175	From 1,855' NW OF WHISPER LN To 40' NW OF CRYSTAL FALLS PKWY	0.91	50%	\$ 6,720,000	\$ 3,360,000
D-9	Widen 4-Lane Arterial	CR 175	From 1,400' SE OF CRYSTAL FALLS PKWY To 500' SE OF PARKSIDE PKWY	0.38	100%	\$ 2,720,000	\$ 2,720,000
D-10	Widen 4-Lane Arterial	CR 175	From 615' NW OF JOURNEY PKWY To JOURNEY PKWY	0.12	50%	\$ 880,000	\$ 440,000
D-11	Widen 4-Lane Arterial	RM 2243	From N US 183 To CR 175	3.21	100%	\$ 45,100,000	\$ 45,100,000
D-12	Widen 4-Lane Arterial	RM 2243	From CR 175 To HERO WAY	0.28	50%	\$ 2,600,000	\$ 1,300,000
D-13	New Collector	Woodview Dr	From 980' W OF N US 183 To N US 183	0.18	100%	\$ 6,300,000	\$ 6,300,000
D-14	New 4-Lane Arterial	Crystal Falls Pkwy	From RONALD REAGAN BLVD To 725' E OF RONALD REAGAN BLVD	0.14	100%	\$ 1,400,000	\$ 1,400,000
D-15	New 4-Lane Arterial	Crystal Falls Pkwy	From 1,405' E OF RONALD REAGAN BLVD To 2,185' E OF RONALD REAGAN BLVD	0.15	100%	\$ 1,500,000	\$ 1,500,000
D-16	New 4-Lane Arterial	Crystal Falls Pkwy	From 2,190' E OF RONALD REAGAN BLVD To 1,615' W OF CR 175	0.44	100%	\$ 9,400,000	\$ 9,400,000
D-17	New 4-Lane Arterial	Crystal Falls Pkwy	From 1,615' W OF CR 175 To 590' W OF CR 175	0.19	50%	\$ 1,900,000	\$ 950,000
D-18	New 4-Lane Arterial	Crystal Falls Pkwy	From 1,615' W OF CR 175 To 115' W OF CR 175	0.08	100%	\$ 800,000	\$ 800,000
D-19	Widen 4-Lane Arterial	Journey Pkwy	From RONALD REAGAN BLVD To 4,025' E OF RONALD REAGAN BLVD	0.76	100%	\$ 6,700,000	\$ 6,700,000
D-20	Widen 4-Lane Arterial	Journey Pkwy	From 4,025' E OF RONALD REAGAN BLVD To 4,700' E OF RONALD REAGAN BLVD	0.13	50%	\$ 3,400,000	\$ 1,700,000
D-21	Widen 4-Lane Arterial	Journey Pkwy	From 4,700' E OF RONALD REAGAN BLVD To 5,000' E OF RONALD REAGAN BLVD	0.05	100%	\$ 1,200,000	\$ 1,200,000
D-22	Widen 4-Lane Arterial	Journey Pkwy	From 2,575' W OF CR 175 To 1,875' W OF CR 175	0.13	50%	\$ 500,000	\$ 250,000
D-23	Widen 4-Lane Arterial	Journey Pkwy	From 1,875' W OF CR 175 To CR 175	0.35	100%	\$ 3,200,000	\$ 3,200,000
D-24	Access Management	Ronald Reagan Blvd	From RM 2243 To Southern City Limits	2.56	100%	\$ 4,200,000	\$ 4,200,000
C-9, D-25	Access Management	US 183	From HERO WAY To 195' S OF OSAGE DR	2.84	50%	\$ 4,500,000	\$ 2,250,000
D-26	Widen Collector	N East St	From Hero Way To E South St	0.30	100%	\$ 3,280,852	\$ 3,280,852
D-27	Widen Collector	N East St	From E Evans St To E South St	0.21	100%	\$ 1,100,000	\$ 1,100,000
D-28	Widen Collector	Woodview Dr	From US 183A To Raider Way	0.38	100%	\$ 4,909,533	\$ 4,909,533
D-29	Widen Collector	Raider Way	From Woodview Dr To Crystal Falls Pkwy	0.53	100%	\$ 4,909,533	\$ 4,909,533
B-17, D-30	New 3-Lane Frontage	Hero Way ROW	From US 183 To RM 2243	2.34	50%	\$ 13,900,000	\$ 6,950,000

Signal Installation and Intersection Improvements - Service Area D

Project #	Project Type	Intersection	Project Source	Percent in Service Area	Project Cost	Total Cost in Service Area
ACDEI-1	Other Capacity	Hero Way and US 183	TMP - ICE	25%	\$ 298,750	\$ 74,688
ABCDEI-2	ITS Upgrades	City of Leander Signal Upgrades	TMP	20%	\$ 2,000,000	\$ 400,000
BDEI-2	Signal	Hero Way and Ronald Reagan Blvd	TMP	50%	\$ 400,000	\$ 200,000
CDI-2	Other Capacity	Crystal Falls Pkwy and US 183	TMP - ICE	50%	\$ 355,000	\$ 177,500
CDI-3	Other Capacity	W South St and US 183	TMP - ICE	50%	\$ 194,000	\$ 97,000
DI-1	Innovative Intersection	RM 2243 and Ronald Reagan Blvd	TMP - ICE	100%	\$ 5,000,000	\$ 5,000,000
DI-2	Roundabout	E Woodview Dr and Raider Way	CIP	100%	\$ 1,200,000	\$ 1,200,000
DI-3	Signal	E Crystal Falls Pkwy and Raider Way	CIP	100%	\$ 1,200,000	\$ 1,200,000
DI-4	Signal	Journey Pkwy and CR 175	TMP	100%	\$ 400,000	\$ 400,000
DI-5	Roundabout	Sonny Dr and Leander Dr	TMP	100%	\$ 400,000	\$ 400,000
DI-6	Roundabout	Hazelwood St and Horizon Park Blvd	TMP	100%	\$ 1,200,000	\$ 1,200,000

Service Area D Roadway Project Cost Total \$ 144,419,917
Service Area D Intersection Project Cost Total \$ 10,349,188
2022 Roadway Impact Fee Study Cost per Service Area \$ 23,000
Total Cost in Service Area D \$ 154,792,105

- These planning level cost projections have been developed for Impact Fee calculations only and should not be used for any future Capital Improvement Projects within the City of Leander.
- These planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.



**Table 4.E – 10-Year RIF CIP
with Conceptual Level Cost Projections – Service Area E**

Street Improvements - Service Area E

Project #	Impact Fee Class	Street Name	Limits	Length (Miles)	Percent in Service Area	Project Cost	Total Cost in Service Area
A-9, E-1	Access Management	US 183	From 3,425' N OF S GABRIEL DR To HERO WAY	1.70	50%	\$ 3,400,000	\$ 1,700,000
E-2	Widen 6-Lane Arterial (2/3)	San Gabriel Pkwy	From N US 183 To 183A TOLL RD	0.45	100%	\$ 3,000,000	\$ 3,000,000
E-3	New Collector	Metro Dr	From Leander Dr To Mel Mathis Ave	0.18	100%	\$ 4,661,885	\$ 4,661,885
E-4	New Collector	College Way	From Main Street To US 183A	0.41	100%	\$ 1,600,000	\$ 1,600,000
E-5	New Collector	Main Street	From San Gabriel Pkwy To 1575' N of Hero Way	0.49	100%	\$ 1,800,000	\$ 1,800,000

Signal Installation and Intersection Improvements - Service Area E

Project #	Project Type	Intersection	Project Source	Percent in Service Area	Project Cost	Total Cost in Service Area
ACDEL-1	Other Capacity	Hero Way and US 183	TMP - ICE	25%	\$ 298,750	\$ 74,688
ABCDEL-2	ITS Upgrades	City of Leander Signal Upgrades	TMP	20%	\$ 2,000,000	\$ 400,000

Service Area E Roadway Project Cost Total \$ 12,761,885
 Service Area E Intersection Project Cost Total \$ 474,688
 2022 Roadway Impact Fee Study Cost per Service Area \$ 23,000
Total Cost in Service Area E \$ 13,259,573

- a. These planning level cost projections have been developed for Impact Fee calculations only and should not be used for any future Capital Improvement Projects within the City of Leander.
- b. These planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project

F. Service Unit Calculation

The basic service unit for the computation of Leander's Roadway Impact Fees is the vehicle-mile of travel during the afternoon peak-hour (as explained on Pg. 29). To determine the cost per service unit, it is necessary to project the growth in vehicle-miles of travel for the service area for the 10-year period.

The growth in vehicle-miles from 2021 to 2031 is based upon projected changes in residential units and employment for the period. To determine this growth, estimates of residential units, basic employment, service employment, and retail employment for 2021 were made, along with growth projections for each of these demographic statistics through 2031. The Land Use Assumptions section of this report details the growth estimates used for impact fee determination.

For the purposes of impact fees, all developed and developable land is categorized as either residential or non-residential. For residential land uses, the existing and projected number of dwelling units are estimated. The number of dwelling units in each service area is multiplied by a *transportation demand factor* (discussed in more detail below) to compute the vehicle-miles of travel that occur during the afternoon peak hour. This factor indicates the average amount of demand created by the residential land uses in the service area.

For non-residential land uses, the process is similar. The Land Use Assumptions section of this report provides existing and projected number of building square footages for three (3) categories of employment – basic, service, and retail. These categories correspond to an aggregation of other specific land use categories based on the North American Industrial Classification System (NAICS).

Building square footage is the most common independent variable for the estimation of non-residential trips in the *Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition*. This characteristic is more appropriate than the number of employees, because building square footage is tied more closely to trip generation and

is known at the time of application for any development that would require the assessment of an impact fee.

The existing and projected land use assumptions for the dwelling units and the square footage of basic, service, and retail land uses provide the basis for the projected increase in vehicle-miles of travel. As noted earlier, a *transportation demand factor* is applied to these values and then summed to calculate the total peak hour vehicle-miles of demand for each service area.

The *transportation demand factors* are aggregate rates derived from two sources – the *ITE Trip Generation Manual, 11th Edition* and the National Household Travel Survey performed by the Federal Highway Administration (FHWA). The *ITE Trip Generation Manual, 11th Edition* provides the number of trips that are produced or attracted to the land use for each dwelling unit, square foot of building, or other corresponding unit. For the retail category of land uses, the rate is adjusted to account for the fact that a percentage of retail trips are made by people who would otherwise be traveling past that particular establishment anyway, such as a trip between work and home. For example, a stop at a nearby supermarket on the way home from work does not create a new trip onto the roadway network. These trips are called pass-by trips, and since the travel demand is accounted for in the land use calculations relative to the primary trip, it is necessary to discount the retail trip generation rates to avoid double counting trips. The next component of the *transportation demand factor* accounts for the length of each trip. The average trip length for each category is based on the Capital Area Metropolitan Planning Organization (CAMPO) long-range transportation model and supplemented with the National Household Travel Survey conducted by the FHWA.

The computation of the *transportation demand factor* is based on the following equation:

Variables:

$$TDF = T * (1 - P_b) * L_{\max}$$

$$\text{where... } L_{\max} = \min(L * OD \text{ or } 6)$$

TDF = Transportation Demand Factor,
T = Trip Rate (peak hour trips / unit),
P_b = Pass-By Discount (% of trips),
L_{max} = Maximum Trip Length (miles),
L = Average Trip Length (miles), and
OD = Origin-Destination Reduction (50%)

The maximum trip length was limited to six (6) miles based on the maximum trip length within each service area. Chapter 395 of the Texas Local Government Code allows for a service area of six (6) miles, and the service areas within Leander are closely approximated with a six (6) mile distance.

The adjustment made to the average trip length statistic in the computation of the maximum trip length is the origin-destination reduction. This adjustment is made because the Roadway Impact Fee is charged to both the origin and destination end of the trip. For example, impact fee methodology will account for a trip from home to work within Leander to both residential and non-residential land uses. To avoid counting these trips twice as both residential and non-residential trips, a 50% origin-destination (OD) reduction factor is applied. Therefore, only half of the trip length is assessed to each land use, and the total trip is only counted once. This methodology is consistent with that used in the National Household Travel Survey. These lengths were developed based on the CAMPO long-range transportation model.

Table 5 shows the derivation of the *Transportation Demand Factor* for the residential land uses and the three (3) non-residential land use categories. The values utilized for all variables shown in the *transportation demand factor* equation are also shown in the table. **TDF factors are unchanged in the 2023 Study Update.**

Table 5. Transportation Demand Factor Calculations

Variable	Residential, Single Family	Residential, Multifamily	Basic	Service	Retail
T	0.94	0.51	0.65	1.44	2.24
P_b	0%	0%	0%	0%	34%
L	8.59	8.59	12.89	6.76	6.35
L_{max}	4.30	4.30	6.00	3.38	3.18
TDF	4.04	2.19	3.90	4.87	7.12
* L _{max} is less than 6 miles for residential, service, and retail land uses; therefore this lower trip length is used for calculating the TDF for these land uses.					

Variables:

- TDF = Transportation Demand Factor,
- T = Trip Rate (peak hour trips / unit),
- P_b = Pass-By Discount (% of trips),
- L_{max} = Maximum Trip Length (miles),
- L = Average Trip Length (miles), and
- OD = Origin-Destination Reduction (50%)

The application of the demographic projections and the *transportation demand factors* are presented in the 10-Year Growth Projections in **Table 6**. This table shows the growth in total vehicle-miles by service area between the years 2021 – 2031.

Table 6. 10-Year Growth Projections

2021 - 2031 Conditions¹

Service Area	Residential Vehicle-Miles				Non-Residential Square-Feet ⁵			Transportation Demand Factor ⁶			Non-Residential Vehicle-Miles ¹⁰			Total Vehicle-Miles ¹¹	
	Single-Family Units	Trip Rate TDF ²	Multifamily Units	Trip Rate TDF ³	Vehicle Miles ⁴	Basic	Service	Retail	Basic ⁷	Service ⁸	Retail ⁹	Basic	Service		Retail
-		0.94		0.51					0.65	1.44	2.24				
A	4,821		1,205		22,115	1,000,000	300,000	300,000				3,900	1,461	2,136	7,497
B	3,032		1,079		14,612	0	1,100,000	1,200,000				0	5,357	8,544	13,901
C	4,409	4.04	1,102	2.19	20,226	0	800,000	600,000	3.90	4.87	7.12	0	3,896	4,272	8,168
D	4,414		3,603		25,723	200,000	1,600,000	2,975,000				780	7,792	21,182	29,754
E	2,299		2,635		15,057	0	1,300,000	1,200,000				0	6,331	8,544	14,875
Totals	18,974		9,624		97,732	1,200,000	5,100,000	6,275,000				4,680	24,837	44,678	74,195
															171,927

Notes:

- ¹ From City of Leander 2022 land use assumptions for roadway impact fees
- ² Transportation Demand Factor (from LUVNET) uses the single-family detached housing land use and trip generation rate
- ³ Transportation Demand Factor (from LUVNET) uses the multifamily housing (low-rise) land use and trip generation rate
- ⁴ Calculated by multiplying the TDF by the number of dwelling units
- ⁵ From City of Leander 2022 land use assumptions for roadway impact fees
- ⁶ Trip generation rate and transportation demand factors from LUVNET for each land use
- ⁷ 'Basic' corresponds to general light industrial land use and trip generation rate
- ⁸ 'Service' corresponds to general office land use and trip generation rate
- ⁹ 'Retail' corresponds to shopping center land use and trip generation rate
- ¹⁰ Calculated by multiplying transportation demand factor by the number of thousand square feet for each land use
- ¹¹ Residential plus non-residential vehicle-mile totals for each service area

**Table 6 (Continued). 10-Year Growth Projections
Vehicle Miles of Increase (2021-2031)**

Service Area	Vehicle-Miles
A	29,612
B	28,513
C	28,394
D	55,477
E	29,932

V. ROADWAY IMPACT FEE CALCULATION

A. Maximum Assessable Impact Fee Per Service Unit

This section presents the maximum assessable impact fee rate calculated for each service area. The maximum assessable impact fee is the sum of the eligible RIF CIP costs for the service area divided by the growth in travel attributable to new development projected to occur within the 10-year period. A majority of the components of this calculation have been described and presented in previous sections of this report. The purpose of this section is to document the computation for each service area and to demonstrate that the guidelines provided by Chapter 395 of the Texas Local Government Code have been addressed.

Table 7 illustrates the computation of the maximum assessable impact fee computed for each service area. Each row in the table is numbered to simplify explanation of the calculation. The calculation of the maximum assessable impact fee is shown in **Table 8**. The Roadway Impact Fee CIP consists of both roadway segment and intersection improvements. The roadway segment component is referred to as the “Roadway Impact Fee CIP,” while the intersection component is referred to as the “Intersection Impact Fee CIP.”

Table 7. Maximum Assessable Roadway Impact Fee Computation

Line	Title	Description
1	<i>Total Vehicle-Miles of Capacity Added by the Roadway Impact Fee CIP</i>	The total number of vehicle-miles added to the service area based on the capacity, length, and number of lanes in each project (from Appendix B – Roadway Impact Fee CIP Units of Supply)

Each project identified in the RIF CIP will add a certain amount of capacity to the City’s roadway network based on its length and classification. This line displays the total amount added within each service area.

2	<i>Total Vehicle-Miles of Existing Demand</i>	A measure of the amount of traffic currently using the roadway facilities upon which capacity is being added. (from Appendix B – Roadway Impact Fee CIP Units of Supply)
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A number of facilities identified in the RIF CIP have traffic currently utilizing a portion of their existing capacity. This line displays the total amount of capacity along these facilities currently being used by existing traffic.

3	<i>Total Vehicle-Miles of Existing Deficiencies</i>	Number of vehicle-miles of travel that are not accommodated by the existing roadway system (from Appendix C – Existing Roadway Facilities Inventory)
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In order to ensure that existing deficiencies on the City’s roadway network are not recoverable through impact fees, this line is based on the entire roadway network within the service area. Any roadway within the service area that is deficient – even those not identified on the Roadway Impact Fee CIP – will have these additional trips removed from the calculation.

4	<i>Net Amount of Vehicle-Miles of Capacity Added</i>	A measurement of the amount of vehicle-miles added by the RIF CIP that will not be utilized by existing demand (Line 1 – Line 2 – Line 3)
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This calculation identifies the portion of the RIF CIP (in vehicle-miles) that may be recoverable through the collection of impact fees.

5	<i>Total Cost of the Roadway Impact Fee CIP within the Service Area</i>	The total cost of the roadway projects within each service area (from Table 4: 10-Year Roadway Impact Fee CIP with Conceptual Level Cost Projections)
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This line simply identifies the total cost of all the roadway projects identified in each service area.

6	<i>Cost of Net Capacity Supplied</i>	The total Roadway Impact Fee CIP cost (Line 5) prorated by the ratio of Net Capacity Added (Line 4) to Total Capacity Added (Line 1). [(Line 4 / Line 1) * (Line 5)]
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Using the ratio of vehicle-miles added by the Roadway Impact Fee CIP available to serve future growth to the total vehicle-miles added, the total cost of the RIF CIP is reduced to the amount available for future growth (i.e. excluding existing usage and deficiencies).

7	<i>Cost to Meet Existing Needs and Usage</i>	The difference between the Total Cost of the Roadway Impact Fee CIP (Line 5) and the Cost of the Net Capacity supplied (Line 6). (Line 5 – Line 6)
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This line is provided for information purposes only – it is to present the portion of the total cost of the Roadway Impact Fee CIP that is required to meet existing demand.

8	<i>Total Vehicle-Miles of New Demand over Ten Years</i>	Based upon the growth projection provided in the Land Use Assumptions , an estimate of the number of new vehicle-miles within the service area over the next ten years. (from Table 6)
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This line presents the amount of growth (in vehicle-miles) projected to occur within each service area over the next ten years.

9	<i>Percent of Capacity Added Attributable to New Growth</i>	The result of dividing Total Vehicle-Miles of New Demand (Line 8) by the Net Amount of Capacity Added (Line 4), limited to 100% (Line 10). This calculation is required by Chapter 395 to ensure capacity added is attributable to new growth.
10	<i>Chapter 395 Check</i>	

In order to ensure that the vehicle-miles added by the Roadway Impact Fee CIP do not exceed the amount needed to accommodate growth beyond the ten-year window, a comparison of the two values is performed. If the amount of vehicle-miles added by the Roadway Impact Fee CIP exceeds the growth projected to occur in the next ten years, the Roadway Impact Fee CIP cost is reduced accordingly.

11	<i>Cost of Roadway Impact Fee CIP Attributable to New Growth</i>	The result of multiplying the Cost of Net Capacity Added (Line 6) by the Percent of Capacity Added Attributable to New Growth, limited to 100% (Line 10).
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This value is the total Roadway Impact Fee CIP project costs (excluding financial costs) that may be recovered through impact fees. This line is determined considering the limitations to impact fees required by the Texas legislature.

12	Total Cost of the <i>Intersection</i> Impact Fee CIP within the Service Area	The total cost of the intersection projects within each service area (from Table 4: 10-Year Roadway Impact Fee Capacity Improvements Plan with Conceptual Level Cost Projections)
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This line simply identifies the total cost of all the intersection projects identified in each service area.

13	Percent of <i>Intersection</i> Capacity Added Attributable to New Growth	The result of dividing Total Vehicle-Miles of New Demand (Line 8) by the vehicle-mile carrying capacity in each service area (Table 6).
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In order to ensure that the capacity added by the Intersection Impact Fee CIP does not exceed the amount needed to accommodate growth beyond the ten-year window, the anticipated vehicle mile growth in each service area is calculated as a percentage of the vehicle-mile carrying capacity.

14	Cost of <i>Intersection</i> Impact Fee CIP Attributable to New Growth	The result of multiplying the Cost of Net Capacity Added (Line 12) by the Percent of Capacity Added Attributable to New Growth (Line 13). (Line 12 * Line 13)
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This value is the total Intersection Impact Fee CIP project cost (excluding financial costs) that may be recovered through impact fees. This line is determined considering the limitations to impact fees required by the Texas legislature.

15	Credit for Previous Contributions	The total contributions by development toward the building of improvements in the Roadway Impact Fee CIP.
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This value is the total of all exactions upon development that resulted in a financial contribution towards future improvements in the Roadway Impact Fee CIP. This line is intended as a credit to development so as not to double charge for previous contributions for roadway capacity improvements.

16	Cost of <i>Total</i> Roadway Impact Fee CIP Attributable to New Growth	The result of adding the Cost of the Roadway Impact Fee CIP Attributable to new growth (Line 11) to the Cost of the Intersection Impact Fee CIP Attributable to new growth (Line 14) less credits for previous contributions (Line 11 + Line 14 – Line 15).
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This value is the Total Roadway Impact Fee CIP project cost (excluding financial costs) that may be recovered through impact fees. This line is determined considering the limitations to impact fees required by the Texas legislature.

B. Plan for Financing and the Ad Valorem Tax Credit

Chapter 395 of the Texas Local Government Code requires the Roadway Impact Fee Capital Improvements Plan for Roadway Impact Fees to contain specific enumeration of a plan for awarding the impact fee credit. Section 395.014 of the Code requires:

- (A) a credit for the portion of ad valorem tax and utility service revenues generated by new service units during the program period that is used for the payment of improvements, including the payment of debt, that are included in the transportation improvements plan; or
- (B) In the alternative, a credit equal to 50 percent of the total projected cost of implementing the transportation improvements plan...”

The plan is summarized, as prepared by NewGen Strategies in **Appendix D** and **Appendix E**, Plan for Awarding the Roadway Impact Fee Credit. The following table summarizes the portions of **Table 8** that utilize this credit calculation.

Line	Title	Description
17	<i>Pre-Credit Maximum Fee Per Service Unit</i>	Found by dividing the Cost of the CIP Attributable to New Growth (Line 16) by the Total Vehicle-Miles of New Demand Over Ten Years (Line 8). (Line 16 / Line 8)
18	<i>Financing Costs</i>	(from Appendix D – Plan for Awarding the Roadway Impact Fee Credit)
19	<i>Interest Earnings</i>	(from Appendix D – Plan for Awarding the Roadway Impact Fee Credit)
20	<i>Credit for Ad Valorem Taxes</i>	A credit for the portion of ad valorem taxes projected to be generated by the new service units, as per Section 395.014 of the Local Government Code. (from Appendix D – Plan for Awarding the Roadway Impact Fee Credit)
21	<i>Recoverable Cost of the Roadway Impact Fee CIP and Financing</i>	The Cost of the CIP Attributable to New Growth (Line 19) plus Financing Costs (Line 18), less Interesting Earnings (Line 19), less the Credit for Ad Valorem Taxes (Line 21). (Line 16 + Line 18 + Line 19 + Line 20)
22	<i>Maximum Assessable Fee Per Service Unit</i>	Found by dividing the Recoverable Cost of the CIP and Financing (Line 21) by the Total Vehicle-Miles of New Demand Over Ten Years (Line 8). (Line 21 / Line 8)

C. Maximum Assessable Impact Fee Determination

The impact fee determination method employed by NewGen Strategies and Solutions, LLC is developed through a financial based model, which fully recognizes the requirements of Chapter 395, including the recognition of cash and/or debt financing, interest earnings, fund balances, and applicable credits associated with the use of ad valorem taxes. In developing the components of the financial model several assumptions must be made, including the following:

- Financing
 - Method of financing (i.e. cash or debt financing)
 - The level of financing (e.g. 100% debt)
 - Cost of financing
 - Debt repayment structure
- Timing and Level of Expenditures and Revenues
- Interest Earnings
- Annual Vehicle Mile Growth
- Portion of Ad Valorem Tax Revenue Used to Fund Impact Fee Roadway Improvements

The assumptions employed in the maximum assessable impact fee determination provide a reasonable basis for forecasting; however, it must be emphasized that these assumptions may not necessarily reflect actual future conditions. To address this, Chapter 395 requires the monitoring of impact fees through the Impact Fee Advisory Committee and allows for the option to update or revise impact fees to reflect the actual implementation of the impact fee program. **Assumptions are unchanged in the 2023 Study Update.**

Once the cost of capacity added that is attributable to growth (Max Fee Table - line 16) is determined, it must then be decided how the cost will be financed: cash and/or debt. For any previously funded projects, whether partially funded or in full, actual costs of capital have been included. Based on discussions with City staff, unless specified otherwise, it is assumed that the City will debt finance 100% of the future project costs. For debt financing, the cost of financing is based on the City staff estimates of future debt costs for bonds issued with 20-year terms, as shown in **Appendix E**. Debt service payments for each future debt issue are assumed to remain constant over the issue's term.

Currently, the exact timing and annual level of cash capital expenditures over the forecast period is indeterminate; therefore, it is assumed that cash capital expenditures will occur in equal amounts over the 10-year program period. It is also assumed that for debt-financed capital projects, the City will expend debt proceeds over a 3-year timeframe. For the calculation of the maximum assessable impact fee, debt is assumed to be issued in equal amounts for every 3 years. In order to recognize the full amount of debt to be issued for the cost of capacity added that is attributable to growth during the 10-year period, a portion of years 8, 9, and 10 are assumed to be spent in the final 3 years.

Because debt is issued over 20-year terms and impact fees developed herein are to be charged over a 10-year period, sufficient fund balance must be generated to meet the future debt service obligations. Because of the generation of the fund balance, excess monies will be available for interest earnings.

Chapter 395 states that interest earnings are funds of the impact fee account and are to be held to the same restrictions as impact fee revenues. Therefore, in order to recognize that interest earnings are used to fund only impact fee eligible improvements, interest earnings are credited against the costs recoverable through impact fees. It should be noted that Chapter 395 does not require the upfront recognition of interest earnings in the impact fee determination; however, in an effort to acknowledge the time value of the impact fee payers' monies, interest earnings have been credited. Interest is assumed to be earned at an annual rate of 1.00%, which is the average Texpool 5-year average rate per City Staff.

As with the timing and level of the capital expenditures over the 10-year forecast, the timing and annual level of vehicle mile growth over the 10-year program period is indeterminate at the present time. As such, it is assumed that vehicle mile growth will be consistent over the 10-year forecast.

Chapter 395 requires a plan for awarding either a credit for the portion of ad valorem tax and/or utility service revenues generated by new vehicle miles during the program period that are used for payment of improvements that are included in the Roadway Impact Fee CIP. As an alternative, a credit equal to 50% of the total cost of implementing the Roadway Impact Fee CIP may be used. The City has elected to pursue the determination of a credit for the portion of ad valorem tax revenues generated by new vehicle miles during the program period that are used for payment of improvements that are included in the Roadway Impact Fee CIP. It should be noted that the credit is not a determination to recognize the total ad valorem tax revenue generated by new vehicle miles, but is only a credit for the portion of ad valorem tax revenue that is used for payment of improvements that are included in the Roadway Impact Fee CIP. Theoretically, the credit determination could be zero (\$0) if the City does not utilize any of the new vehicle mile ad valorem tax revenue to fund improvements that are included in the Roadway Impact Fee CIP. However, to be conservative and recognize potential cash flow issues that can occur with the funding of major capital improvement projects, it is assumed that the debt-funded projects (100% of the improvement costs included in the Roadway Impact Fee CIP but not otherwise funded) could potentially be funded by ad valorem tax revenue.

Since payments made through ad valorem tax revenue will consist of not only the revenue generated by new vehicle miles in the defined service area, but also existing property owners throughout the City, the portion attributable to the new vehicle miles in the defined service area must be isolated, as illustrated in the credit calculation in **Appendix E**.

Table 8. Maximum Assessable Roadway Impact Fee

Line	Calculation	Service Area: A	Service Area: B	Service Area: C	Service Area: D	Service Area: E
1	Total Vehicle-Miles of Capacity Added by the Roadway Impact Fee CIP <i>(From Roadway Impact Fee CIP Service Units of Supply - Appendix B)</i>	39,489	7,241	36,562	46,538	6,012
2	Total Vehicle-Miles of Existing Demand <i>(From Roadway Impact Fee CIP Service Units of Supply - Appendix B)</i>	10,764	1,019	15,980	20,560	1,928
3	Total Vehicle-Miles of Existing Deficiencies <i>(From Roadway Impact Fee Existing Conditions - Appendix C)</i>	100	4	196	2,486	0
4	Net Amount of Vehicle-Miles of Capacity Added <i>Line 1 - Line 2 - Line 3</i>	28,625	6,218	20,386	23,492	4,084
5	Total Cost of the Roadway Impact Fee CIP within Service Area <i>(From Tables 4A - 4E)</i>	\$ 92,144,691	\$ 28,000,000	\$ 45,672,878	\$ 144,419,917	\$ 12,761,885
6	Cost of Net Capacity Supplied <i>(Line 4 / Line 1) * Line 5</i>	\$ 66,793,498	\$ 24,044,516	\$ 25,466,400	\$ 72,902,105	\$ 8,668,683
7	Cost to Meet Existing Needs & Usage <i>Line 5 - Line 6</i>	\$ 25,351,193	\$ 3,955,484	\$ 20,206,478	\$ 71,517,812	\$ 4,093,202
8	Total Vehicle-Miles of New Demand over 10 Years <i>(From Table 6 and Land Use Assumptions)</i>	29,612	28,513	28,394	55,477	29,932
9	Percent of Capacity Added Attributable to Growth <i>Line 8 / Line 4</i>	103.4%	458.5%	139.2%	236.1%	732.9%
10	Reduce Line 10 to 100% if Line 9 > Line 3 <i>(Otherwise, No Change)</i>	100.0%	100.0%	100.0%	100.0%	100.0%
11	Cost of Roadway Impact Fee CIP Attributable to Growth <i>Line 6 * Line 10</i>	\$ 66,793,498	\$ 24,044,516	\$ 25,466,400	\$ 72,902,105	\$ 8,668,683
12	Total Cost of the Intersection Impact Fee CIP within Service Area <i>(From Tables 4A - 4E)</i>	\$ 474,688	\$ 1,000,000	\$ 3,701,438	\$ 10,349,188	\$ 474,688
13	Percent of Intersection Capacity Added Attributable to Growth <i>(New Demand over 10 Years / 2031 Demand)</i>	66%	77%	40%	77%	96%
14	Cost of Intersection Impact Fee CIP Attributable to Growth <i>Line 12 * Line 13</i>	\$ 315,572	\$ 767,279	\$ 1,475,115	\$ 8,011,630	\$ 456,306
15	Credit for Previous Contributions	\$ 1,204,178	\$ 760,083	\$ 323,496	\$ 371,380	\$ 170,963
16	Cost of the Roadway Impact Fee CIP Attributable to Growth - Developer Contributions <i>Line 11 + Line 14 - Line 15 + Study Cost per Service Area</i>	\$ 65,927,892	\$ 24,074,712	\$ 26,641,019	\$ 80,565,355	\$ 8,977,026
17	Pre-Credit, Pre-Financing Maximum Fee per Service Unit <i>Line 16 / Line 8</i>	\$ 2,226	\$ 844	\$ 938	\$ 1,452	\$ 300
18	Financing Costs <i>(From Appendix D)</i>	\$ 22,348,150	\$ 9,318,032	\$ 9,119,348	\$ 30,606,044	\$ 3,075,734
19	Interest Earnings <i>(From Appendix D)</i>	\$ (6,550,644)	\$ (2,854,197)	\$ (2,664,480)	\$ (7,812,465)	\$ (979,928)
20	Credit for Ad Valorem Taxes <i>(From Appendix D)</i>	\$ (17,192,671)	\$ (6,532,301)	\$ (6,718,697)	\$ (35,163,954)	\$ (2,478,629)
21	Recoverable Cost of Total Roadway Impact Fee CIP and Financing <i>Line 16 + Line 18 + Line 19 + Line 20</i>	\$ 64,532,727	\$ 24,006,246	\$ 26,377,190	\$ 68,194,980	\$ 8,594,202
22	Maximum Assessable Fee per Service Unit <i>Line 21 / Line 8</i>	\$ 2,179	\$ 842	\$ 929	\$ 1,229	\$ 287

D. Service Unit Demand Per Unit of Development

The Roadway Impact Fee is determined by multiplying the impact fee rate by the number of service units projected for the proposed development. For this purpose, the City will utilize the Land Use/Vehicle-Mile Equivalency Table (LUVMET), presented in **Table 9**. This table lists the predominant land uses that may occur within the City of Leander. For each land use, the development unit that defines the development's magnitude with respect to transportation demand is shown. Although every possible use cannot be anticipated, the majority of local uses are found in this table. The descriptions for each land use are presented in **Table 10**. If the exact use is not listed, one similar in trip-making characteristics can serve as a reasonable proxy. The individual land uses are grouped into categories, such as residential, office, commercial, industrial, and institutional.

The trip rates presented for each land use is a fundamental component of the LUVMET. The trip rate is the average number of trips generated during the afternoon peak hour by each land use per development unit. The next column in **Table 9**, if applicable to the land use, presents the percentage of trips to and from certain land uses reduced by pass-by trips, as previously discussed.

The definitive source of the trip generation and pass-by statistics is the *ITE Trip Generation Manual, 11th Edition*, the latest edition. This manual utilizes trip generation studies for a variety of land uses throughout the United States, and is the standard used by traffic engineers and transportation planners for traffic impact analysis, site design, and transportation planning. However, for land uses not contained within the 11th Edition of the *ITE Trip Generation Manual*, an alternative service unit demand could be calculated by completing a trip generation study based on the procedure identified in the *ITE Trip Generation Handbook*.

To convert vehicle trips to vehicle-miles, it is necessary to multiply trips by trip length. The trip length values are based on the CAMPO long range transportation model and supplemented by the *National Household Travel Survey* performed by the FHWA. The other adjustment to trip length is the 50% origin-destination reduction to avoid double counting of trips. At this stage, another important aspect of the state law is applied – the limit on transportation



service unit demand. If the adjusted trip length is above six (6) miles, the maximum trip length used for calculation is reduced to six (6) miles. This reduction, as discussed previously, limits the maximum trip length to the approximate size of the service areas.

The remaining column in the LUVMET shows the vehicle-miles per development unit. This number is the product of the trip rate and the maximum trip length. This number, previously referred to as the *Transportation Demand Factor*, is used in the impact fee to compute the number of service units attributed to each land use category. The number of service units is multiplied by the impact fee rate (established by City ordinance) in order to determine the impact fee for a development.

Table 9. Land Use / Vehicle-Mile Equivalency Table (LUVMET)

Land Use Category	ITE Land Use Code	Development Unit	PM Peak Hour Trip Generation Rate	Pass-by Rate	Adjusted PM Peak Hour Trip Generation Rate	Trip Length (Miles)	Adjustment for O-D	Adjusted Trip Length (Miles)	Maximum Trip Length (Miles)	Vehicle-Miles per Development-Unit
PORT AND TERMINAL										
Truck Terminal	030	1,000 SF GFA	1.87		1.87	10.70	50%	5.35	5.35	10.00
INDUSTRIAL										
General Light Industrial	110	1,000 SF GFA	0.65		0.65	12.89	50%	6.45	6.00	3.90
Industrial Park	130	1,000 SF GFA	0.34		0.34	12.89	50%	6.45	6.00	2.04
Warehousing	150	1,000 SF GFA	0.18		0.18	12.89	50%	6.45	6.00	1.08
Mini-Warehouse	151	1,000 SF GFA	0.15		0.15	12.89	50%	6.45	6.00	0.90
RESIDENTIAL										
Single-Family Detached Housing	210	Dwelling Unit	0.94		0.94	8.59	50%	4.30	4.30	4.04
Multifamily Housing (Low-Rise)	220	Dwelling Unit	0.51		0.51	8.59	50%	4.30	4.30	2.19
Multifamily Housing (Mid-Rise)	221	Dwelling Unit	0.39		0.39	8.59	50%	4.30	4.30	1.68
Multifamily Housing (High-Rise)	222	Dwelling Unit	0.32		0.32	8.59	50%	4.30	4.30	1.38
Senior Adult Housing - Detached	251	Dwelling Unit	0.30		0.30	8.59	50%	4.30	4.30	1.29
Senior Adult Housing - Attached	252	Dwelling Unit	0.25		0.25	8.59	50%	4.30	4.30	1.08
Assisted Living	254	Beds	0.24		0.24	8.59	50%	4.30	4.30	1.03
LODGING										
Hotel	310	Room	0.59		0.59	5.41	50%	2.71	2.71	1.60
Motel / Other Lodging Facilities	320	Room	0.36		0.36	5.41	50%	2.71	2.71	0.98
RECREATIONAL										
Golf Driving Range	432	Tee	1.25		1.25	6.35	50%	3.18	3.18	3.98
Golf Course	430	Acre	2.91		2.91	6.35	50%	3.18	3.18	9.25
Recreational Community Center	495	1,000 SF GFA	2.50		2.50	6.35	50%	3.18	3.18	7.95
Ice Skating Rink	465	1,000 SF GFA	1.33		1.33	6.35	50%	3.18	3.18	4.23
Miniature Golf Course	431	Hole	0.33		0.33	6.35	50%	3.18	3.18	1.05
Multiplex Movie Theater	445	Screens	13.96		13.96	6.35	50%	3.18	3.18	44.39
Racquet / Tennis Club	491	Court	3.82		3.82	6.35	50%	3.18	3.18	12.15
INSTITUTIONAL										
Religious Place of Worship	560	1,000 SF GFA	0.49		0.49	6.30	50%	3.15	3.15	1.54
Day Care Center	565	1,000 SF GFA	11.12		11.12	3.39	50%	1.70	1.70	18.90
Middle School / Junior High School	522	Students	0.15		0.15	3.39	50%	1.70	1.70	0.26
University / College	550	Students	0.15		0.15	3.39	50%	1.70	1.70	0.26
MEDICAL										
Clinic	630	1,000 SF GFA	3.69		3.69	6.76	50%	3.38	3.38	12.47
Hospital	610	1,000 SF GFA	0.86		0.86	6.76	50%	3.38	3.38	2.91
Nursing Home	620	Beds	0.14		0.14	6.76	50%	3.38	3.38	0.47
Animal Hospital / Veterinary Clinic	640	1,000 SF GFA	3.53		3.53	6.76	50%	3.38	3.38	11.93
OFFICE										
Corporate Headquarters Building	714	1,000 SF GFA	1.30		1.30	6.76	50%	3.38	3.38	4.39
General Office Building	710	1,000 SF GFA	1.44		1.44	6.76	50%	3.38	3.38	4.87
Medical-Dental Office Building	720	1,000 SF GFA	3.93		3.93	6.76	50%	3.38	3.38	13.28
Single Tenant Office Building	715	1,000 SF GFA	1.76		1.76	6.76	50%	3.38	3.38	5.95
Office Park	750	1,000 SF GFA	1.30		1.30	6.76	50%	3.38	3.38	4.39
COMMERCIAL										
Automobile Related										
Automobile Care Center	942	1,000 SF GFA	3.11		3.11	5.41	50%	2.71	2.71	8.43
Automobile Parts Sales	843	1,000 SF GFA	4.90		4.90	5.41	50%	2.71	2.71	13.28
Gasoline/Service Station	944	Vehicle Fueling Position	13.91	42%	8.07	1.20	50%	0.60	0.60	4.84
Gasoline/Service Station w/ Convenience Market	945	Vehicle Fueling Position	18.42	56%	8.10	1.20	50%	0.60	0.60	4.86
Automobile Sales (New)	840	1,000 SF GFA	2.42		2.42	5.41	50%	2.71	2.71	6.56
Quick Lubrication Vehicle Shop	941	Servicing Positions	4.85		4.85	5.41	50%	2.71	2.71	13.14
Self-Service Car Wash	947	Stall	5.54		5.54	1.20	50%	0.60	0.60	3.32
Tire Store	848	1,000 SF GFA	2.09	28%	1.50	5.41	50%	2.71	2.71	4.07
Dining										
Fast Food Restaurant with Drive-Thru Window	934	1,000 SF GFA	33.03	50%	16.52	3.39	50%	1.70	1.70	28.08
Fast Food Restaurant without Drive-Thru Window	933	1,000 SF GFA	33.21		33.21	3.39	50%	1.70	1.70	56.46
High Turnover (Sit-Down) Restaurant	932	1,000 SF GFA	9.05	43%	5.16	5.41	50%	2.71	2.71	13.98
Quality Restaurant	931	1,000 SF GFA	7.80	67%	2.57	5.41	50%	2.71	2.71	6.96
Coffee/Donut Shop with Drive-Thru Window	937	1,000 SF GFA	38.99		38.99	1.20	50%	0.60	0.60	23.39
Other Retail										
Free-Standing Store	815	1,000 SF GFA	4.83	29%	3.43	6.35	50%	3.18	3.18	10.91
Nursery (Garden Center)	817	1,000 SF GFA	6.94		6.94	6.35	50%	3.18	3.18	22.07
Home Improvement Superstore	862	1,000 SF GFA	2.29	42%	1.33	6.35	50%	3.18	3.18	4.23
Pharmacy/Drugstore without Drive-Thru Window	880	1,000 SF GFA	8.51	53%	4.00	6.35	50%	3.18	3.18	12.72
Pharmacy/Drugstore with Drive-Thru Window	881	1,000 SF GFA	10.25	49%	5.23	6.35	50%	3.18	3.18	16.63
Shopping Center	820	1,000 SF GLA	3.40	34%	2.24	6.35	50%	3.18	3.18	7.12
Supermarket	850	1,000 SF GFA	8.95	36%	5.73	6.35	50%	3.18	3.18	18.22
Toy/Children's Superstore	864	1,000 SF GFA	5.00		5.00	6.35	50%	3.18	3.18	15.90
Department Store	875	1,000 SF GFA	1.95		1.95	6.35	50%	3.18	3.18	6.20
SERVICES										
Walk-In Bank	911	1,000 SF GFA	12.13		12.13	3.39	50%	1.70	1.70	20.62
Drive-In Bank	912	Drive-In Lanes	21.01	35%	13.66	3.39	50%	1.70	1.70	23.22
Hair Salon	918	1,000 SF GLA	1.45		1.45	3.39	50%	1.70	1.70	2.47

Table 10. Land Use Descriptions

Land Use Category	ITE Land Use Code	Land Use Description
PORT AND TERMINAL		
Truck Terminal	030	Point of good transfer between trucks, between trucks and rail, or between trucks and ports
INDUSTRIAL		
General Light Industrial	110	Emphasis on activities other than manufacturing in a free-standing facility devoted to a single use
Industrial Park	130	Contains a number of industrial or related facilities; characterized by a mix of highly diversified facilities
Manufacturing	140	Primary activity is conversion of raw materials or parts into finished products
Warehousing	150	Devoted to storage of materials but may include office and maintenance areas
Mini-Warehouse	151	Facilities with a number of units rented to others for the storage of goods
RESIDENTIAL		
Single-Family Detached Housing	210	Single-family detached homes on individual lots
Multifamily Housing (Low-Rise)	220	One or three levels (floor) per building such as duplexes or townhomes
Multifamily Housing (Mid-Rise)	221	Multi-family housing between four and ten levels (floors) per building
Multifamily Housing (High-Rise)	222	Multi-family housing more than ten levels (floors) per building
Mobile Home Park / Manufactured Home	240	Consists of manufactured homes that are sited and installed on permanent foundations
Senior Adult Housing-Detached	251	Consists of detached independent living developments that include amenities such as golf courses and swimming pools
Senior Adult Housing-Attached	252	Consists of attached independent living developments that include limited social or recreation services
Assisted Living	254	Residential settings that provide either routine general protective oversight or assistance with activities.
LODGING		
Hotel	310	Lodging facilities that typically have on-site restaurants, lounges, meeting and/or banquet rooms, or other retail shops and services
Motel / Other Lodging Facilities	320	Lodging facilities that may have small on-site restaurant or buffet area but little or no meeting space
RECREATIONAL		
Golf Driving Range	432	Facilities with driving tees for practice; may provide individual or group lessons; may have pro shop and/or refreshment facilities
Golf Course	430	May include municipal courses and private country clubs; may have driving ranges, pro shops, and restaurant/banquet facilities
Recreational Community Center	495	Category includes stand-alone public facilities often including classes and clubs for adults and children including YMCAs.
Ice Skating Rink	485	Rinks for ice skating and related sports; may contain spectator areas and refreshment facilities
Miniature Golf Course	431	One or more individual putting courses; category should not be used when part of a larger entertainment center (with batting cages, video game centers, etc)
Multiplex Movie Theater	445	Movie theater with audience seating, minimum of ten screens, lobby, and refreshment area.
Racquet / Tennis Club	491	Indoor or outdoor facilities specifically designed for playing tennis
INSTITUTIONAL		
Religious Place of Worship	560	All places of worship
Day Care Center	565	Generally includes facilities for care of pre-school aged children, generally includes classrooms, offices, eating areas, and playgrounds
Elementary and Middle School (K-6)	520/2	Serves students who have not yet entered high school
High School	530	Serves students who have completed middle or junior high school
Junior / Community College	540	Two-year junior, community, or technical colleges
University / College	550	Four-year universities or colleges that may or may not offer graduate programs
MEDICAL		
Clinic	630	Facilities with limited diagnostic and outpatient care
Hospital	610	Medical and surgical facilities with overnight accommodations
Nursing Home	620	Rest and convalescent homes with residents who do little or no driving
Animal Hospital/Veterinary Clinic	640	Facilities that specialize in the medical care and treatment of animals
OFFICE		
Corporate Headquarters Building	714	Office building housing corporate headquarters of a single company or organization
General Office Building	710	Office buildings which house multiple tenants
Medical-Dental Office Building	720	Multi-tenant building with offices for physicians and/or dentists
Single Tenant Office Building	715	Single tenant office buildings other than corporate headquarters
Office Park	750	Office buildings (typically low-rise) in a campus setting and served by a common roadway system
COMMERCIAL		
Automobile Related		
Automobile Care Center	942	Automobile repair and servicing including stereo installations and upholstery
Automobile Parts Sales	843	Retail sale of auto parts but no on-site vehicle repair
Gasoline/Service Station	944	Gasoline sales without convenience store or car wash; may include repair
Gasoline/Service Station w/ Conv Market and Car Wash	946	Gasoline sales with convenience store and car washes where the primary business is gasoline sales
New Car Sales	841	Automobile sales, typically with automobile servicing, part sales, and used car sales
Quick Lubrication Vehicle Shop	941	Primary business is to perform oil changes and fluid/filter changes with other repair services not provided
Car Wash	947	Has stalls for driver to park and wash the vehicle
Tire Store	846	Primary business is sales and installation of tires; usually do not have large storage or warehouse area
Dining		
Fast Food Restaurant with Drive-Thru Window	934	High-turnover fast food restaurant for carry-out and eat-in customers with a drive-thru window
Fast Food Restaurant without Drive-Thru Window	933	High-turnover fast food restaurant for carry-out and eat-in customers, but without a drive-thru window
High Turnover (Sit-Down) Restaurant	932	Restaurants with turnover rates less than one hour; typically includes moderately-priced chain restaurants
Quality Restaurant	931	Restaurants with turnover rates of one hour or longer; typically require reservations
Coffee/Donut Shop with Drive-Thru Window	937	Coffee and Donut restaurants with drive-through windows, hold long store hours and have limited indoor seating
Other Retail		
Free-Standing Discount Store	815	Category includes free-standing stores with off-street parking; typically offer a variety of products and services with long store hours
Nursery (Garden Center)	817	Building with a yard of planting or landscape stock; may have office, storage, shipping or greenhouse facilities
Home Improvement Superstore	862	Warehouse-type facilities offering a large variety of products and services including lumber, tool, paint, lighting, and fixtures, among other items
Pharmacy/Drugstore w/o Drive-Thru Window	880	Facilities that primarily sell prescription and non-prescription drugs without a drive-through window
Pharmacy/Drugstore w/ Drive-Thru Window	881	Facilities that primarily sell prescription and non-prescription drugs with a drive-through window
Shopping Center	820	Integrated group of commercial establishments; planning, owned, and managed as a unit
Supermarket	850	Primary business is sale of groceries, food, and household cleaning items; may include photo, pharmacy, video rental, and/or ATM
Toy/Children's Superstore	864	Businesses specializing in child-oriented merchandise
Department Store	875	Free-standing stores that specialize in the sale of apparel, footwear, bedding, home products, jewelry, etc.
SERVICES		
Walk-In Bank	911	Banks with their own parking lots, no drive-in lanes but contain non-drive-through ATMs
Drive-In Bank	912	Banking facilities to conduct financial transactions from the vehicle; also usually apart of walk-in bank
Hair Salon	918	Facilities that specialize in cosmetic and beauty services including hair cutting and styling

VI. SAMPLE CALCULATIONS

The following section details two (2) examples of maximum assessable Roadway Impact Fee calculations.

Example 1:

Development Type - One (1) Unit of Single-Family Housing in Service Area D

Roadway Impact Fee Calculation Steps – Example 1	
Step 1	Determine Development Unit and Vehicle-Miles Per Development Unit
	<i>From Table 9 [Land Use – Vehicle-Mile Equivalency Table]</i> Development Type: 1 Dwelling Unit of Single-Family Detached Housing Number of Development Units: 1 Dwelling Unit Veh-Mi Per Development Unit: 4.04
Step 2	Determine Maximum Assessable Impact Fee Per Service Unit (Vehicle-Mile)
	<i>From Table 8, Line 17 [Maximum Assessable Fee Per Service Unit]</i> Service Area D: \$1,229
Step 3	Determine Maximum Assessable Impact Fee
	Impact Fee = # of Development Units * Veh-Mi Per Dev Unit * Max. Fee Per Service Unit Impact Fee = 1 * 4.04 * \$1,229 Maximum Assessable Impact Fee = \$4,965.16

Example 2:

Development Type – 50,000 square foot General Office in Service Area C

Roadway Impact Fee Calculation Steps – Example 2	
Step 1	Determine Development Unit and Vehicle-Miles Per Development Unit
	<i>From Table 9 [Land Use – Vehicle-Mile Equivalency Table]</i> Development Type: 50,000 square feet of General Office Development Unit: 1,000 square feet of Gross Floor Area Veh-Mi Per Development Unit: 4.87
Step 2	Determine Maximum Assessable Impact Fee Per Service Unit (Vehicle-Mile)
	<i>From Table 8, Line 17 [Maximum Assessable Fee Per Service Unit]</i> Service Area C: \$929
Step 3	Determine Maximum Assessable Impact Fee
	Impact Fee = # of Development Units * Veh-Mi Per Dev Unit * Max. Fee Per Service Unit Impact Fee = 50 * 4.87 * \$929 Maximum Assessable Impact Fee = \$226,211.50

VII. ADOPTION AND ADMINISTRATION OF ROADWAY IMPACT FEES

A. Adoption Process

Chapter 395 of the Texas Local Government Code stipulates a specific process for the adoption of Roadway Impact Fees. A Capital Improvements Advisory Committee (CIAC) is required to review the Land Use Assumptions and Roadway Impact Fees CIP used in calculating the maximum fee, and to provide the Committee's findings for consideration by the City Council. This CIAC also reviews the calculation and resulting maximum fees and provides its findings to the City Council. The composition of the CIAC is required to adequately represent the building and development communities. The City Council then conducts a first public hearing on **amendments to Land Use Assumptions, Capital Improvements Plan and Roadway Impact Fee Ordinance in Study Updates.**

Following policy adoption, the CIAC is tasked with advising the City Council of the need to update the Land Use Assumptions or the Roadway Impact Fees CIP at any time within five years of adoption. Finally, the CIAC oversees the proper administration of the Impact Fee, once in place, and advises the Council as necessary.

B. Collection and Use of Roadway Impact Fees

Roadway Impact Fees are assessed when a final plat is recorded. The assessment defines the impact of each unit at the time of platting, according to land use, and may not exceed the maximum impact fee allowed by law. Roadway Impact Fees are collected when a building permit is issued. Therefore, funds are not collected until development-impacts are introduced to the transportation system. Funds collected within a service area can be used only within the same service area. Finally, fees must be utilized within 10 years of collection, or must be refunded with interest.

VIII. CONCLUSIONS

The City of Leander has established a process to implement the assessment and collection of Roadway Impact Fees through the adoption of an impact fee ordinance that is consistent with Chapter 395 of the Texas Local Government Code.

This report establishes the 2022 Pre-Credit maximum allowable Roadway Impact Fee that could be assessed by the City of Leander, as shown in the previously referenced **Table 8**.

This document serves as a guide to the assessment of Roadway Impact Fees pertaining to future development, and the City's need for transportation improvements to accommodate that growth. Following the public hearing process, the City Council may establish an impact fee amount to be collected, up to the calculated maximum and establish the Roadway Impact Fee Ordinance accordingly.

In conclusion, it is our opinion that the data and methodology used in this analysis are appropriate and consistent with Chapter 395 of the Texas Local Government Code. Furthermore, the Land Use Assumptions and the proposed Roadway Impact Fee Capital Improvements Plan are appropriately incorporated into the development of the Pre-Credit maximum assessable Roadway Impact Fee.

Below is the listing of the 2022 Pre-Credit Roadway Impact Fee Study's Maximum Assessable Impact Fee Per Service Unit (Vehicle-Mile), unchanged from the originally adopted study from July 2022:

Service Area	Maximum Fee Per Service Unit (per Vehicle-Mile)
A	\$2,179
B	\$842
C	\$929
D	\$1,229
E	\$287

APPENDICES

A. Conceptual Level Project Cost Projections

SERVICE AREA A
SERVICE AREA B
SERVICE AREA C
SERVICE AREA D
SERVICE AREA E

B. Roadway Impact Fee CIP Service Units of Supply

C. Existing Roadway Facilities Inventory

D. Plan for Awarding the Roadway Impact Fee Credit Summary

E. Plan for Awarding the Roadway Impact Fee Credit Supporting Exhibits

Appendix A – Conceptual Level Project Cost Projections

City of Leander - 2022 Roadway Impact Fee Study
Capital Improvement Plan for Roadway Impact Fees
Summary of Conceptual Level Project Cost Projections

Last Modified: 3/14/2022

Street Improvements - Service Area A

Project #	Street Name	Project Limits	Ultimate Roadway Class	Impact Fee Class	Project Source	Percent in Service Area	Project Cost	Total Cost in Service Area
A-1	Lakeline Blvd	From 1,125' S OF CR 281 To 1,635' S OF CR 280	Arterial 4-Lane	New 4-Lane Arterial	TMP	50%	\$ 6,600,000	\$ 3,300,000
A-2	Lakeline Blvd	From LIVE OAK RD To 1,635' S OF CR 280	Arterial 4-Lane	New 4-Lane Arterial	TMP	100%	\$ 10,300,000	\$ 10,300,000
A-3	Lakeline Blvd	From 1,635' S OF CR 280 To 75' N OF BAGDAD RD	Arterial 4-Lane	New 4-Lane Arterial	TMP	50%	\$ 2,100,000	\$ 1,050,000
A-4	Lakeline Blvd	From 480' N OF OLD 2243 WEST To OLD 2243 WEST	Arterial 4-Lane	New 4-Lane Arterial	TMP	100%	\$ 1,000,000	\$ 1,000,000
A-5	Bagdad Rd	From 1300' N OF CR 281 To CR 281	Arterial 6-Lane	Access Management	TMP	50%	\$ 500,000	\$ 250,000
A-6	Bagdad Rd	From CR 281 To 930' NW OF W SAN GABRIEL PKWY	Arterial 6-Lane	Access Management	TMP; 2016-CO Bond; 2015-CO Bond	100%	\$ 9,364,238	\$ 9,364,238
A-7	Bagdad Rd	From 930' NW OF W SAN GABRIEL PKWY To 380' NW OF W SAN GABRIEL PKWY	Arterial 6-Lane	Access Management	TMP; 2016-CO Bond; 2015-CO Bond	50%	\$ 274,724	\$ 137,362
A-8	Bagdad Rd	From 380' NW OF W SAN GABRIEL PKWY To HERO WAY	Arterial 6-Lane	Access Management	TMP; 2016-CO Bond; 2015-CO Bond	100%	\$ 7,864,238	\$ 7,864,238
A-9, E-1	US 183	From US 183A To HERO WAY	Arterial 6-Lane	Access Management	TMP	50%	\$ 3,400,000	\$ 1,700,000
A-10	CR 280	From 1,725' W OF LAKELINE BLVD To 530' E OF LAKELINE BLVD	Residential Collector	New Collector	TMP	100%	\$ 2,700,000	\$ 2,700,000
A-11	CR 280	From 1,965' W OF BAGDAD RD To BAGDAD RD	Residential Collector	New Collector	TMP	100%	\$ 2,500,000	\$ 2,500,000
A-12	Heritage Grove Rd	From HALSEY DR To 1,295' W OF W BROADE ST	Non-Residential Collector	Widen Collector	TMP	100%	\$ 2,000,000	\$ 2,000,000
A-13	Heritage Grove Rd	From 1,295' W OF W BROADE ST To 460' E OF W BROADE ST	Non-Residential Collector	Widen Collector	TMP	50%	\$ 1,000,000	\$ 500,000
A-14	Heritage Grove Rd	From 460' W OF W BROADE ST To W BROADE ST	Non-Residential Collector	Widen Collector	TMP	100%	\$ 600,000	\$ 600,000
A-15	San Gabriel Pkwy	From LAKELINE BLVD To 1,760' E OF LAKELINE BLVD	Arterial 6-Lane	New 6-Lane Arterial (1/3)	TMP	50%	\$ 2,600,000	\$ 1,300,000
A-16	San Gabriel Pkwy	From 1,760' W OF LAKELINE BLVD To 1,400' W OF BAGDAD RD	Arterial 6-Lane	New 6-Lane Arterial (1/3)	TMP	100%	\$ 5,800,000	\$ 5,800,000
A-17	San Gabriel Pkwy	From 1,400' W OF BAGDAD RD To 165' W OF BAGDAD RD	Arterial 6-Lane	New 6-Lane Arterial (1/3)	TMP	50%	\$ 1,900,000	\$ 950,000
A-18	San Gabriel Pkwy	From BAGDAD RD To N US 183	Arterial 6-Lane	Widen 6-Lane Arterial (2/3)	TMP	100%	\$ 9,500,000	\$ 9,500,000
A-19	Hero Way	From SAN GABRIEL PKWY To 1,100' E OF SAN GABRIEL PKWY	Arterial 4-Lane	Widen 4-Lane Arterial	Roadway Newly Identified	50%	\$ 1,900,000	\$ 950,000
A-20, C-13	Hero Way	From 1,100' E OF SAN GABRIEL PKWY To 900' W OF LAKELINE BLVD	Arterial 4-Lane	Widen 4-Lane Arterial	Roadway Newly Identified	50%	\$ 11,100,000	\$ 5,550,000
A-21, C-14	Hero Way	From LAKELINE BLVD To US 183	Arterial 4-Lane	Access Management	Roadway Newly Identified; 2016-CO Bond; 2015-CO Bond	50%	\$ 22,757,707	\$ 11,378,854
A-22	Live Oak Rd	From LAKELINE BLVD To WESTERN CITY LIMITS	Non-Residential Collector	New Collector	Roadway Newly Identified	100%	\$ 9,900,000	\$ 9,900,000
A-23	Live Oak Rd	From LAKELINE BLVD To 2240' E OF LAKELINE BLVD	Non-Residential Collector	New Collector	Roadway Newly Identified	50%	\$ 3,100,000	\$ 1,550,000
A-24	Live Oak Rd	From BAGDAD RD To 1725' W OF BAGDAD RD	Non-Residential Collector	Widen Collector	Roadway Newly Identified	100%	\$ 2,000,000	\$ 2,000,000
Total							\$ 120,760,907	\$ 92,144,691

Signal Installation and Intersection Improvements - Service Area A

Project #	Project Source	Intersection	Project Type	Percent in Service Area	Project Cost	Total Cost in Service Area
ACDEI-1	TMP - ICE	US 183 and Hero Way	Other Capacity	25%	\$ 298,750	\$ 74,688
ABCDEI-2	TMP	City of Leander Signal Upgrades	ITS Upgrades	20%	\$ 2,000,000	\$ 400,000
Total					\$ 2,298,750	\$ 474,688

Note: These planning level cost projections listed in these tables have been developed for impact fee calculations only and should not be used for any future Capital Improvement Planning within the City of Leander. These planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

Project Source and Impact Fee Class Definitions

Project Source

Transportation Master Plan- Projects identified in the 2021 Transportation Master Plan

Bond Projects - Projects identified in the previous transportation bonds with auto capacity related improvements and outstanding debt

2021 Five-Year CIP - Projects identified in the five-year CIP, but not included in the Transportation Master Plan

Intersection Newly Identified- Intersection improvements identified during the development of the RIF CIP

Roadway Newly Identified- Roadway improvements identified during the development of the RIF CIP

Impact Fee Class

New - Either a new street connection or new intersection where a signal is recommended

Existing - Existing segments with capacity related improvements

Widening - Widening of an existing street to add pavement outside the existing curbs

Access Management - Converting a two-way left-turn lane to a median

City of Leander
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley»Horn

Updated: 3/14/2022

Project Information:		Description:
Name:	Lakeline Blvd	This project consists of the construction of a new four-lane arterial.
Project Label:	A-1	
Service Area:	A, ETJ/Other	
Limits:	1,125' S OF CR 281 to 1,635' S OF CR 280	
Impact Fee Class:	New 4-Lane Arterial	
Cross-Section:	4D	
Roadway Class:	Arterial 4-Lane	
Length (Feet):	3,506	

Roadway Construction Cost Projection

Paving Construction Costs

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
105	Unclassified Street Excavation	15,432	CY	\$ 15.00	\$ 231,000
205	6" Asphalt (Type C)	5,914	Ton	\$ 80.00	\$ 473,000
305	17" Base	11,406	CY	\$ 45.00	\$ 513,000
405	Geogrid	24,154	SY	\$ 2.00	\$ 48,000
505	10' Concrete Sidewalk	70,125	SF	\$ 10.00	\$ 701,000
605	Machine Laid Curb & Gutter	7,013	LF	\$ 18.00	\$ 126,000
705	Turn Lanes and Median Openings	2,568	SY	\$ 77.00	\$ 198,000
805	Surface Treatment (0.2 gal/sy, Prime Coat AE-P)	3,584	GAL	\$ 4.00	\$ 14,000

Paving Construction Cost Subtotal: \$ 2,304,000

Major Construction Component Allowances*

	Item Description	Notes	Allowance	Item Cost
✓	Traffic Control	None Anticipated	5%	\$ 115,000
✓	Pavement Markings/Signs/Posts	Includes Striping/Signs for Shared Paths	2%	\$ 46,000
✓	Roadway Drainage	Standard Internal System	35%	\$ 806,000
✓	Illumination		10%	\$ 230,000
	Special Drainage Structures	None Anticipated	0%	\$ -
✓	Water	Minor Adjustments	2%	\$ 46,000
✓	Sewer	Minor Adjustments	2%	\$ 46,000
✓	Turf and Erosion Control		3%	\$ 69,000
✓	Landscaping and Irrigation		2%	\$ 46,000
	Miscellaneous		0%	\$ -

*Allowances are based on percent of paving construction cost subtotal

Allowance Subtotal: \$ 1,404,000

Paving Construction Cost and Allowance Subtotal: \$ 3,708,000

Construction Contingency: 15% \$ 556,000

Mobilization: 10% \$ 371,000

Prep ROW: 4% \$ 148,000

Construction Cost Total: \$ 4,800,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:			\$ 4,800,000
Engineering/Survey/Testing:		16%	\$ 768,000
Previous City Contribution:			\$ -
Other:			\$ -
ROW/Easement Acquisition:			\$ 1,051,876

Impact Fee Project Cost Total: \$ 6,600,000

Note: These planning level cost projections listed in these tables have been developed for impact fee calculations only and should not be used for any future Capital Improvement Planning within the City of Leander. These planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

City of Leander
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley»Horn

Updated: 3/14/2022

Project Information:		Description:
Name:	Lakeline Blvd	This project consists of the construction of a new four-lane arterial.
Project Label:	A-2	
Service Area:	A,	
Limits:	LIVE OAK RD to 1,635 S OF CR 280	
Impact Fee Class:	New 4-Lane Arterial	
Cross-Section:	4D	
Roadway Class:	Arterial 4-Lane	
Length (Feet):	5,438	

Roadway Construction Cost Projection

Paving Construction Costs

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
105	Unclassified Street Excavation	23,932	CY	\$ 15.00	\$ 359,000
205	6" Asphalt (Type C)	9,171	Ton	\$ 80.00	\$ 734,000
305	17" Base	17,689	CY	\$ 45.00	\$ 796,000
405	Geogrid	37,458	SY	\$ 2.00	\$ 75,000
505	10' Concrete Sidewalk	108,750	SF	\$ 10.00	\$ 1,088,000
605	Machine Laid Curb & Gutter	10,875	LF	\$ 18.00	\$ 196,000
705	Turn Lanes and Median Openings	3,982	SY	\$ 77.00	\$ 307,000
805	Surface Treatment (0.2 gal/sy, Prime Coat AE-P)	5,558	GAL	\$ 4.00	\$ 22,000

Paving Construction Cost Subtotal: \$ 3,577,000

Major Construction Component Allowances*

	Item Description	Notes	Allowance	Item Cost
✓	Traffic Control	None Anticipated	5%	\$ 179,000
✓	Pavement Markings/Signs/Posts	Includes Striping/Signs for Shared Paths	2%	\$ 72,000
✓	Roadway Drainage	Standard Internal System	35%	\$ 1,252,000
✓	Illumination		10%	\$ 358,000
	Special Drainage Structures	None Anticipated	0%	\$ -
✓	Water	Minor Adjustments	2%	\$ 72,000
✓	Sewer	Minor Adjustments	2%	\$ 72,000
✓	Turf and Erosion Control		3%	\$ 107,000
✓	Landscaping and Irrigation		2%	\$ 72,000
	Miscellaneous		0%	\$ -

*Allowances are based on percent of paving construction cost subtotal

Allowance Subtotal: \$ 2,184,000

Paving Construction Cost and Allowance Subtotal: \$ 5,761,000

Construction Contingency: 15% \$ 864,000

Mobilization: 10% \$ 576,000

Prep ROW: 4% \$ 230,000

Construction Cost Total: \$ 7,500,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:			\$ 7,500,000
Engineering/Survey/Testing:		16%	\$ 1,200,000
Previous City Contribution:			\$ -
Other:			\$ -
ROW/Easement Acquisition:			\$ 1,631,256

Impact Fee Project Cost Total: \$ 10,300,000

Note: These planning level cost projections listed in these tables have been developed for impact fee calculations only and should not be used for any future Capital Improvement Planning within the City of Leander. These planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

City of Leander
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley»Horn

Updated: 3/14/2022

Project Information:		Description:
Name:	Lakeline Blvd	This project consists of the construction of a new four-lane arterial.
Project Label:	A-3	
Service Area:	A, ETJ/Other	
Limits:	1,635' S OF CR 280 to 75' N OF BAGDAD RI	
Impact Fee Class:	New 4-Lane Arterial	
Cross-Section:	4D	
Roadway Class:	Arterial 4-Lane	
Length (Feet):	1,061	

Roadway Construction Cost Projection

Paving Construction Costs

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
105	Unclassified Street Excavation	4,671	CY	\$ 15.00	\$ 70,000
205	6" Asphalt (Type C)	1,790	Ton	\$ 80.00	\$ 143,000
305	17" Base	3,453	CY	\$ 45.00	\$ 155,000
405	Geogrid	7,311	SY	\$ 2.00	\$ 15,000
505	10' Concrete Sidewalk	21,227	SF	\$ 10.00	\$ 212,000
605	Machine Laid Curb & Gutter	2,123	LF	\$ 18.00	\$ 38,000
705	Turn Lanes and Median Openings	777	SY	\$ 77.00	\$ 60,000
805	Surface Treatment (0.2 gal/sy, Prime Coat AE-P)	1,085	GAL	\$ 4.00	\$ 4,000

Paving Construction Cost Subtotal: \$ 697,000

Major Construction Component Allowances*

	Item Description	Notes	Allowance	Item Cost
✓	Traffic Control	None Anticipated	5%	\$ 35,000
✓	Pavement Markings/Signs/Posts	Includes Striping/Signs for Shared Paths	2%	\$ 14,000
✓	Roadway Drainage	Standard Internal System	35%	\$ 244,000
✓	Illumination		10%	\$ 70,000
	Special Drainage Structures	None Anticipated	0%	\$ -
✓	Water	Minor Adjustments	2%	\$ 14,000
✓	Sewer	Minor Adjustments	2%	\$ 14,000
✓	Turf and Erosion Control		3%	\$ 21,000
✓	Landscaping and Irrigation		2%	\$ 14,000
	Miscellaneous		0%	\$ -

*Allowances are based on percent of paving construction cost subtotal

Allowance Subtotal: \$ 426,000

Paving Construction Cost and Allowance Subtotal: \$ 1,123,000

Construction Contingency: 15% \$ 168,000

Mobilization: 10% \$ 112,000

Prep ROW: 4% \$ 45,000

Construction Cost Total: \$ 1,500,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:			\$ 1,500,000
Engineering/Survey/Testing:		16%	\$ 240,000
Previous City Contribution:			\$ -
Other:			\$ -
ROW/Easement Acquisition:			\$ 318,400

Impact Fee Project Cost Total: \$ 2,100,000

Note: These planning level cost projections listed in these tables have been developed for impact fee calculations only and should not be used for any future Capital Improvement Planning within the City of Leander. These planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

City of Leander
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley»Horn

Updated: 3/14/2022

Project Information:		Description:
Name:	Lakeline Blvd	This project consists of the construction of a new four-lane arterial.
Project Label:	A-4	
Service Area:	A,	
Limits:	480' N OF OLD 2243 WEST to OLD 2243 WEST	
Impact Fee Class:	New 4-Lane Arterial	
Cross-Section:	4D	
Roadway Class:	Arterial 4-Lane	
Length (Feet):	501	

Roadway Construction Cost Projection

Paving Construction Costs

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
105	Unclassified Street Excavation	2,206	CY	\$ 15.00	\$ 33,000
205	6" Asphalt (Type C)	846	Ton	\$ 80.00	\$ 68,000
305	17" Base	1,631	CY	\$ 45.00	\$ 73,000
405	Geogrid	3,454	SY	\$ 2.00	\$ 7,000
505	10' Concrete Sidewalk	10,027	SF	\$ 10.00	\$ 100,000
605	Machine Laid Curb & Gutter	1,003	LF	\$ 18.00	\$ 18,000
705	Turn Lanes and Median Openings	367	SY	\$ 77.00	\$ 28,000
805	Surface Treatment (0.2 gal/sy, Prime Coat AE-P)	512	GAL	\$ 4.00	\$ 2,000

Paving Construction Cost Subtotal: \$ 329,000

Major Construction Component Allowances*

	Item Description	Notes	Allowance	Item Cost
✓	Traffic Control	None Anticipated	5%	\$ 16,000
✓	Pavement Markings/Signs/Posts	Includes Striping/Signs for Shared Paths	2%	\$ 7,000
✓	Roadway Drainage	Standard Internal System	35%	\$ 115,000
✓	Illumination		10%	\$ 33,000
	Special Drainage Structures	None Anticipated	0%	\$ -
✓	Water	Minor Adjustments	2%	\$ 7,000
✓	Sewer	Minor Adjustments	2%	\$ 7,000
✓	Turf and Erosion Control		3%	\$ 10,000
✓	Landscaping and Irrigation		2%	\$ 7,000
	Miscellaneous		0%	\$ -

*Allowances are based on percent of paving construction cost subtotal

Allowance Subtotal: \$ 202,000

Paving Construction Cost and Allowance Subtotal: \$ 531,000

Construction Contingency: 15% \$ 80,000

Mobilization: 10% \$ 53,000

Prep ROW: 4% \$ 21,000

Construction Cost Total: \$ 700,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:			\$ 700,000
Engineering/Survey/Testing:		16%	\$ 112,000
Previous City Contribution:			\$ -
Other:			\$ -
ROW/Easement Acquisition:			\$ 150,400

Impact Fee Project Cost Total: \$ 1,000,000

Note: These planning level cost projections listed in these tables have been developed for impact fee calculations only and should not be used for any future Capital Improvement Planning within the City of Leander. These planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

City of Leander
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley»Horn

Updated: 3/14/2022

Project Information:		Description:
Name:	Bagdad Rd	This project consists of the reconstruction of the existing roadway to an access-managed six-lane arterial.
Project Label:	A-5	
Service Area:	A,	
Limits:	1300' N OF CR 281 to CR 281	
Impact Fee Class:	Access Management	
Cross-Section:	TBD	
Roadway Class:	Arterial 6-Lane	
Length (Feet):	1,362	

Roadway Construction Cost Projection

Paving Construction Costs

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
108	Unclassified Street Excavation	1,850	CY	\$ 15.00	\$ 28,000
208	Asphalt (Type C)	0	Ton	\$ 80.00	\$ -
308	Base	0	CY	\$ 45.00	\$ -
408	Geogrid	0	SY	\$ 2.00	\$ -
508	6' Concrete Sidewalk	0	SF	\$ 10.00	\$ -
608	Machine Laid Curb & Gutter	2,724	LF	\$ 18.00	\$ 49,000
708	Turn Lanes and Median Openings	997	SY	\$ 77.00	\$ 77,000
808	Surface Treatment (0.2 gal/sy, Prime Coat AE-P)	0	GAL	\$ 4.00	\$ -

Paving Construction Cost Subtotal: \$ 154,000

Major Construction Component Allowances*

	Item Description	Notes	Allowance	Item Cost
✓	Traffic Control	Construction Phase Traffic Control	5%	\$ 8,000
✓	Pavement Markings/Signs/Posts	Includes Striping/Signs for Shared Paths	2%	\$ 3,000
✓	Roadway Drainage	Standard Internal System	35%	\$ 54,000
✓	Illumination		10%	\$ 15,000
	Special Drainage Structures	None Anticipated	0%	\$ -
✓	Water	Minor Adjustments	2%	\$ 3,000
✓	Sewer	Minor Adjustments	2%	\$ 3,000
✓	Turf and Erosion Control		3%	\$ 5,000
✓	Landscaping and Irrigation		2%	\$ 3,000
	Miscellaneous		0%	\$ -

*Allowances are based on percent of paving construction cost subtotal

Allowance Subtotal: \$ 94,000

Paving Construction Cost and Allowance Subtotal: \$ 248,000

Construction Contingency: 15% \$ 37,000

Mobilization: 10% \$ 25,000

Prep ROW: 4% \$ 10,000

Construction Cost Total: \$ 400,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:			\$ 400,000
Engineering/Survey/Testing:		16%	\$ 64,000
Previous City Contribution:			\$ -
Other:	Corridor Study		\$ 30,815
ROW/Easement Acquisition:			\$ -

Impact Fee Project Cost Total: \$ 500,000

Note: These planning level cost projections listed in these tables have been developed for impact fee calculations only and should not be used for any future Capital Improvement Planning within the City of Leander. These planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

City of Leander
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley»Horn

Updated: 3/14/2022

Project Information:		Description:
Name:	Bagdad Rd	This project consists of the reconstruction of the existing roadway to an access-managed six-lane arterial.
Project Label:	A-6	
Service Area:	A,	
Limits:	CR 281 to 930' NW OF W SAN GABRIEL PK	
Impact Fee Class:	Access Management	
Cross-Section:	TBD	
Roadway Class:	Arterial 6-Lane	
Length (Feet):	12,729	

Roadway Construction Cost Projection

Paving Construction Costs

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
108	Unclassified Street Excavation	17,286	CY	\$ 15.00	\$ 259,000
208	Asphalt (Type C)	0	Ton	\$ 80.00	\$ -
308	Base	0	CY	\$ 45.00	\$ -
408	Geogrid	0	SY	\$ 2.00	\$ -
508	6' Concrete Sidewalk	0	SF	\$ 10.00	\$ -
608	Machine Laid Curb & Gutter	25,457	LF	\$ 18.00	\$ 458,000
708	Turn Lanes and Median Openings	9,321	SY	\$ 77.00	\$ 718,000
808	Surface Treatment (0.2 gal/sy, Prime Coat AE-P)	0	GAL	\$ 4.00	\$ -

Paving Construction Cost Subtotal: \$ 1,435,000

Major Construction Component Allowances*

	Item Description	Notes	Allowance	Item Cost
✓	Traffic Control	Construction Phase Traffic Control	5%	\$ 72,000
✓	Pavement Markings/Signs/Posts	Includes Striping/Signs for Shared Paths	2%	\$ 29,000
✓	Roadway Drainage	Standard Internal System	35%	\$ 502,000
✓	Illumination		10%	\$ 144,000
	Special Drainage Structures	None Anticipated	0%	\$ -
✓	Water	Minor Adjustments	2%	\$ 29,000
✓	Sewer	Minor Adjustments	2%	\$ 29,000
✓	Turf and Erosion Control		3%	\$ 43,000
✓	Landscaping and Irrigation		2%	\$ 29,000
	Miscellaneous		0%	\$ -

*Allowances are based on percent of paving construction cost subtotal

Allowance Subtotal: \$ 877,000

Paving Construction Cost and Allowance Subtotal: \$ 2,312,000

Construction Contingency: 15% \$ 347,000

Mobilization: 10% \$ 231,000

Prep ROW: 4% \$ 92,000

Construction Cost Total: \$ 3,000,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:			\$ 3,000,000
Engineering/Survey/Testing:		16%	\$ 480,000
Previous City Contribution:	2016-CO Bond; 2015-CO Bond		\$ 5,564,238
Other:	Corridor Study		\$ 287,986
ROW/Easement Acquisition:			\$ -

Impact Fee Project Cost Total: \$ 9,364,238

Note: These planning level cost projections listed in these tables have been developed for impact fee calculations only and should not be used for any future Capital Improvement Planning within the City of Leander. These planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

City of Leander
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley»Horn

Updated: 3/14/2022

Project Information:		Description:
Name:	Bagdad Rd	This project consists of the reconstruction of the existing roadway to an access-managed six-lane arterial.
Project Label:	A-7	
Service Area:	A, ETJ/Other	
Limits:	930' NW OF W SAN GABRIEL PKWY to 380	
Impact Fee Class:	Access Management	
Cross-Section:	TBD	
Roadway Class:	Arterial 6-Lane	
Length (Feet):	557	

Roadway Construction Cost Projection

Paving Construction Costs

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
108	Unclassified Street Excavation	756	CY	\$ 15.00	\$ 11,000
208	Asphalt (Type C)	0	Ton	\$ 80.00	\$ -
308	Base	0	CY	\$ 45.00	\$ -
408	Geogrid	0	SY	\$ 2.00	\$ -
508	6' Concrete Sidewalk	0	SF	\$ 10.00	\$ -
608	Machine Laid Curb & Gutter	1,114	LF	\$ 18.00	\$ 20,000
708	Turn Lanes and Median Openings	408	SY	\$ 77.00	\$ 31,000
808	Surface Treatment (0.2 gal/sy, Prime Coat AE-P)	0	GAL	\$ 4.00	\$ -

Paving Construction Cost Subtotal: \$ 62,000

Major Construction Component Allowances*

	Item Description	Notes	Allowance	Item Cost
✓	Traffic Control	Construction Phase Traffic Control	5%	\$ 3,000
✓	Pavement Markings/Signs/Posts	Includes Striping/Signs for Shared Paths	2%	\$ 1,000
✓	Roadway Drainage	Standard Internal System	35%	\$ 22,000
✓	Illumination		10%	\$ 6,000
	Special Drainage Structures	None Anticipated	0%	\$ -
✓	Water	Minor Adjustments	2%	\$ 1,000
✓	Sewer	Minor Adjustments	2%	\$ 1,000
✓	Turf and Erosion Control		3%	\$ 2,000
✓	Landscaping and Irrigation		2%	\$ 1,000
	Miscellaneous		0%	\$ -

*Allowances are based on percent of paving construction cost subtotal

Allowance Subtotal: \$ 37,000

Paving Construction Cost and Allowance Subtotal: \$ 99,000

Construction Contingency: 15% \$ 15,000

Mobilization: 10% \$ 10,000

Prep ROW: 4% \$ 4,000

Construction Cost Total: \$ 200,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:			\$ 200,000
Engineering/Survey/Testing:		16%	\$ 32,000
Previous City Contribution:	2016-CO Bond; 2015-CO Bond		\$ 74,724
Other:	Corridor Study		\$ 12,602
ROW/Easement Acquisition:			\$ -

Impact Fee Project Cost Total: \$ 274,724

Note: These planning level cost projections listed in these tables have been developed for impact fee calculations only and should not be used for any future Capital Improvement Planning within the City of Leander. These planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

City of Leander
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley»Horn

Updated: 3/14/2022

Project Information:		Description:
Name:	Bagdad Rd	This project consists of the reconstruction of the existing roadway to an access-managed six-lane arterial.
Project Label:	A-8	
Service Area:	A,	
Limits:	380' NW OF W SAN GABRIEL PKWY to HEF	
Impact Fee Class:	Access Management	
Cross-Section:	TBD	
Roadway Class:	Arterial 6-Lane	
Length (Feet):	7,452	

Roadway Construction Cost Projection

Paving Construction Costs

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
108	Unclassified Street Excavation	10,120	CY	\$ 15.00	\$ 152,000
208	Asphalt (Type C)	0	Ton	\$ 80.00	\$ -
308	Base	0	CY	\$ 45.00	\$ -
408	Geogrid	0	SY	\$ 2.00	\$ -
508	6' Concrete Sidewalk	0	SF	\$ 10.00	\$ -
608	Machine Laid Curb & Gutter	14,903	LF	\$ 18.00	\$ 268,000
708	Turn Lanes and Median Openings	5,457	SY	\$ 77.00	\$ 420,000
808	Surface Treatment (0.2 gal/sy, Prime Coat AE-P)	0	GAL	\$ 4.00	\$ -

Paving Construction Cost Subtotal: \$ 840,000

Major Construction Component Allowances*

	Item Description	Notes	Allowance	Item Cost
✓	Traffic Control	Construction Phase Traffic Control	5%	\$ 42,000
✓	Pavement Markings/Signs/Posts	Includes Striping/Signs for Shared Paths	2%	\$ 17,000
✓	Roadway Drainage	Standard Internal System	35%	\$ 294,000
✓	Illumination		10%	\$ 84,000
	Special Drainage Structures	None Anticipated	0%	\$ -
✓	Water	Minor Adjustments	2%	\$ 17,000
✓	Sewer	Minor Adjustments	2%	\$ 17,000
✓	Turf and Erosion Control		3%	\$ 25,000
✓	Landscaping and Irrigation		2%	\$ 17,000
	Miscellaneous		0%	\$ -

*Allowances are based on percent of paving construction cost subtotal

Allowance Subtotal: \$ 513,000

Paving Construction Cost and Allowance Subtotal: \$ 1,353,000

Construction Contingency: 15% \$ 203,000

Mobilization: 10% \$ 135,000

Prep ROW: 4% \$ 54,000

Construction Cost Total: \$ 1,800,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:			\$ 1,800,000
Engineering/Survey/Testing:		16%	\$ 288,000
Previous City Contribution:	2016-CO Bond; 2015-CO Bond		\$ 5,564,238
Other:	Corridor Study		\$ 168,597
ROW/Easement Acquisition:			\$ -

Impact Fee Project Cost Total: \$ 7,864,238

Note: These planning level cost projections listed in these tables have been developed for impact fee calculations only and should not be used for any future Capital Improvement Planning within the City of Leander. These planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

City of Leander
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley»Horn

Updated: 3/14/2022

Project Information:		Description:
Name:	US 183	This project consists of the reconstruction of the existing roadway to an access-managed six-lane arterial.
Project Label:	A-9, E-1	
Service Area:	A, E	
Limits:	US 183A to HERO WAY	
Impact Fee Class:	Access Management	
Cross-Section:	TBD	
Roadway Class:	Arterial 6-Lane	
Length (Feet):	8,969	

Roadway Construction Cost Projection

Paving Construction Costs

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
108	Unclassified Street Excavation	12,181	CY	\$ 15.00	\$ 183,000
208	Asphalt (Type C)	0	Ton	\$ 80.00	\$ -
308	Base	0	CY	\$ 45.00	\$ -
408	Geogrid	0	SY	\$ 2.00	\$ -
508	6' Concrete Sidewalk	0	SF	\$ 10.00	\$ -
608	Machine Laid Curb & Gutter	17,939	LF	\$ 18.00	\$ 323,000
708	Turn Lanes and Median Openings	6,568	SY	\$ 77.00	\$ 506,000
808	Surface Treatment (0.2 gal/sy, Prime Coat AE-P)	0	GAL	\$ 4.00	\$ -

Paving Construction Cost Subtotal: \$ 1,012,000

Major Construction Component Allowances*

	Item Description	Notes	Allowance	Item Cost
✓	Traffic Control	Construction Phase Traffic Control	5%	\$ 51,000
✓	Pavement Markings/Signs/Posts	Includes Striping/Signs for Shared Paths	2%	\$ 20,000
✓	Roadway Drainage	Standard Internal System	35%	\$ 354,000
✓	Illumination		10%	\$ 101,000
	Special Drainage Structures	None Anticipated	0%	\$ -
✓	Water	Minor Adjustments	2%	\$ 20,000
✓	Sewer	Minor Adjustments	2%	\$ 20,000
✓	Turf and Erosion Control		3%	\$ 30,000
✓	Landscaping and Irrigation		2%	\$ 20,000
✓	Miscellaneous	Railroad Crossing		\$ 500,000

*Allowances are based on percent of paving construction cost subtotal

Allowance Subtotal: \$ 1,116,000

Paving Construction Cost and Allowance Subtotal: \$ 2,128,000

Construction Contingency: 15% \$ 319,000

Mobilization: 10% \$ 213,000

Prep ROW: 4% \$ 85,000

Construction Cost Total: \$ 2,800,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:			\$ 2,800,000
Engineering/Survey/Testing:		16%	\$ 448,000
Previous City Contribution:			\$ -
Other:	Corridor Study		\$ 187,189
ROW/Easement Acquisition:			\$ -

Impact Fee Project Cost Total: \$ 3,400,000

Note: These planning level cost projections listed in these tables have been developed for impact fee calculations only and should not be used for any future Capital Improvement Planning within the City of Leander. These planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

City of Leander
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley»Horn

Updated: 3/14/2022

Project Information:		Description:
Name:	CR 280	This project consists of the construction of a new two-lane residential collector.
Project Label:	A-10	
Service Area:	A,	
Limits:	1,725' W OF LAKELINE BLVD to 530' E OF L	
Impact Fee Class:	New Collector	
Cross-Section:	2U	
Roadway Class:	Residential Collector	
Length (Feet):	2,271	

Roadway Construction Cost Projection

Paving Construction Costs

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
101	Unclassified Street Excavation	5,012	CY	\$ 15.00	\$ 75,000
201	3" Asphalt (Type C)	1,957	Ton	\$ 80.00	\$ 157,000
301	10" Base	3,855	CY	\$ 45.00	\$ 173,000
401	Geogrid	13,879	SY	\$ 2.00	\$ 28,000
501	6' Concrete Sidewalk	27,254	SF	\$ 10.00	\$ 273,000
601	Machine Laid Curb & Gutter	4,542	LF	\$ 18.00	\$ 82,000
701	Turn Lanes and Median Openings	0	SY	\$ 75.00	\$ -
801	Surface Treatment (0.2 gal/sy, Prime Coat AE-P)	2,372	GAL	\$ 4.00	\$ 9,000

Paving Construction Cost Subtotal: \$ 797,000

Major Construction Component Allowances*

	Item Description	Notes	Allowance	Item Cost
✓	Traffic Control	None Anticipated	5%	\$ 40,000
✓	Pavement Markings/Signs/Posts	Includes Striping/Signs for Shared Paths	2%	\$ 16,000
✓	Roadway Drainage	Standard Internal System	35%	\$ 279,000
✓	Illumination		10%	\$ 80,000
	Special Drainage Structures	None Anticipated	0%	\$ -
✓	Water	Minor Adjustments	2%	\$ 16,000
✓	Sewer	Minor Adjustments	2%	\$ 16,000
✓	Turf and Erosion Control		3%	\$ 24,000
✓	Landscaping and Irrigation		2%	\$ 16,000
	Miscellaneous		0%	\$ -

*Allowances are based on percent of paving construction cost subtotal

Allowance Subtotal: \$ 487,000

Paving Construction Cost and Allowance Subtotal: \$ 1,284,000

Construction Contingency: 15% \$ 193,000

Mobilization: 10% \$ 128,000

Prep ROW: 4% \$ 51,000

Construction Cost Total: \$ 1,700,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:			\$ 1,700,000
Engineering/Survey/Testing:		16%	\$ 272,000
Previous City Contribution:			\$ -
Other:			\$ -
ROW/Easement Acquisition:			\$ 681,350

Impact Fee Project Cost Total: \$ 2,700,000

Note: These planning level cost projections listed in these tables have been developed for impact fee calculations only and should not be used for any future Capital Improvement Planning within the City of Leander. These planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

City of Leander
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley»Horn

Updated: 3/14/2022

Project Information:		Description:
Name:	CR 280	This project consists of the construction of a new two-lane residential collector.
Project Label:	A-11	
Service Area:	A,	
Limits:	1,965 W OF BAGDAD RD to BAGDAD RD	
Impact Fee Class:	New Collector	
Cross-Section:	2U	
Roadway Class:	Residential Collector	
Length (Feet):	2,086	

Roadway Construction Cost Projection

Paving Construction Costs

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
101	Unclassified Street Excavation	4,603	CY	\$ 15.00	\$ 69,000
201	3" Asphalt (Type C)	1,797	Ton	\$ 80.00	\$ 144,000
301	10" Base	3,540	CY	\$ 45.00	\$ 159,000
401	Geogrid	12,746	SY	\$ 2.00	\$ 25,000
501	6' Concrete Sidewalk	25,028	SF	\$ 10.00	\$ 250,000
601	Machine Laid Curb & Gutter	4,171	LF	\$ 18.00	\$ 75,000
701	Turn Lanes and Median Openings	0	SY	\$ 75.00	\$ -
801	Surface Treatment (0.2 gal/sy, Prime Coat AE-P)	2,178	GAL	\$ 4.00	\$ 9,000

Paving Construction Cost Subtotal: \$ 731,000

Major Construction Component Allowances*

	Item Description	Notes	Allowance	Item Cost
✓	Traffic Control	None Anticipated	5%	\$ 37,000
✓	Pavement Markings/Signs/Posts	Includes Striping/Signs for Shared Paths	2%	\$ 15,000
✓	Roadway Drainage	Standard Internal System	35%	\$ 256,000
✓	Illumination		10%	\$ 73,000
	Special Drainage Structures	None Anticipated	0%	\$ -
✓	Water	Minor Adjustments	2%	\$ 15,000
✓	Sewer	Minor Adjustments	2%	\$ 15,000
✓	Turf and Erosion Control		3%	\$ 22,000
✓	Landscaping and Irrigation		2%	\$ 15,000
	Miscellaneous		0%	\$ -

*Allowances are based on percent of paving construction cost subtotal

Allowance Subtotal: \$ 448,000

Paving Construction Cost and Allowance Subtotal: \$ 1,179,000

Construction Contingency: 15% \$ 177,000

Mobilization: 10% \$ 118,000

Prep ROW: 4% \$ 47,000

Construction Cost Total: \$ 1,600,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:			\$ 1,600,000
Engineering/Survey/Testing:		16%	\$ 256,000
Previous City Contribution:			\$ -
Other:			\$ -
ROW/Easement Acquisition:			\$ 625,701

Impact Fee Project Cost Total: \$ 2,500,000

Note: These planning level cost projections listed in these tables have been developed for impact fee calculations only and should not be used for any future Capital Improvement Planning within the City of Leander. These planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

City of Leander
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley»Horn

Updated: 3/14/2022

Project Information:		Description:
Name:	Heritage Grove Rd	This project consists of the reconstruction of the existing pavement to a three-lane non-residential collector.
Project Label:	A-12	
Service Area:	A,	
Limits:	HALSEY DR to 1,295' W OF W BROADE ST	
Impact Fee Class:	Widen Collector	
Cross-Section:	3U	
Roadway Class:	Non-Residential Collector	
Length (Feet):	1,678	

Roadway Construction Cost Projection

Paving Construction Costs

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
102	Unclassified Street Excavation	4,842	CY	\$ 15.00	\$ 73,000
202	4" Asphalt (Type C)	1,928	Ton	\$ 80.00	\$ 154,000
302	13" Base	3,703	CY	\$ 45.00	\$ 167,000
402	Geogrid	10,255	SY	\$ 2.00	\$ 21,000
502	6' Concrete Sidewalk	20,136	SF	\$ 10.00	\$ 201,000
602	Machine Laid Curb & Gutter	6,712	LF	\$ 18.00	\$ 121,000
702	Turn Lanes and Median Openings	0	SY	\$ 75.00	\$ -
802	Surface Treatment (0.2 gal/sy, Prime Coat AE-P)	1,753	GAL	\$ 4.00	\$ 7,000

Paving Construction Cost Subtotal: \$ 744,000

Major Construction Component Allowances*

	Item Description	Notes	Allowance	Item Cost
✓	Traffic Control	Construction Phase Traffic Control	5%	\$ 37,000
✓	Pavement Markings/Signs/Posts	Includes Striping/Signs for Shared Paths	2%	\$ 15,000
✓	Roadway Drainage	Standard Internal System	35%	\$ 260,000
✓	Illumination		10%	\$ 74,000
	Special Drainage Structures	None Anticipated	0%	\$ -
✓	Water	Minor Adjustments	2%	\$ 15,000
✓	Sewer	Minor Adjustments	2%	\$ 15,000
✓	Turf and Erosion Control		3%	\$ 22,000
✓	Landscaping and Irrigation		2%	\$ 15,000
	Miscellaneous		0%	\$ -

*Allowances are based on percent of paving construction cost subtotal

Allowance Subtotal: \$ 453,000

Paving Construction Cost and Allowance Subtotal: \$ 1,197,000

Construction Contingency: 15% \$ 180,000

Mobilization: 10% \$ 120,000

Prep ROW: 4% \$ 48,000

Construction Cost Total: \$ 1,600,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:			\$ 1,600,000
Engineering/Survey/Testing:		16%	\$ 256,000
Previous City Contribution:			\$ -
Other:			\$ -
ROW/Easement Acquisition:			\$ 125,852

Impact Fee Project Cost Total: \$ 2,000,000

Note: These planning level cost projections listed in these tables have been developed for impact fee calculations only and should not be used for any future Capital Improvement Planning within the City of Leander. These planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

City of Leander
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley»Horn

Updated: 3/14/2022

Project Information:		Description:
Name:	Heritage Grove Rd	This project consists of the reconstruction of the existing pavement to a three-lane non-residential collector.
Project Label:	A-13	
Service Area:	A, ETJ/Other	
Limits:	1,295' W OF W BROADE ST to 460' E OF W	
Impact Fee Class:	Widen Collector	
Cross-Section:	3U	
Roadway Class:	Non-Residential Collector	
Length (Feet):	834	

Roadway Construction Cost Projection

Paving Construction Costs

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
102	Unclassified Street Excavation	2,407	CY	\$ 15.00	\$ 36,000
202	4" Asphalt (Type C)	958	Ton	\$ 80.00	\$ 77,000
302	13" Base	1,841	CY	\$ 45.00	\$ 83,000
402	Geogrid	5,097	SY	\$ 2.00	\$ 10,000
502	6' Concrete Sidewalk	10,009	SF	\$ 10.00	\$ 100,000
602	Machine Laid Curb & Gutter	3,336	LF	\$ 18.00	\$ 60,000
702	Turn Lanes and Median Openings	0	SY	\$ 75.00	\$ -
802	Surface Treatment (0.2 gal/sy, Prime Coat AE-P)	871	GAL	\$ 4.00	\$ 3,000

Paving Construction Cost Subtotal: \$ 369,000

Major Construction Component Allowances*

	Item Description	Notes	Allowance	Item Cost
✓	Traffic Control	Construction Phase Traffic Control	5%	\$ 18,000
✓	Pavement Markings/Signs/Posts	Includes Striping/Signs for Shared Paths	2%	\$ 7,000
✓	Roadway Drainage	Standard Internal System	35%	\$ 129,000
✓	Illumination		10%	\$ 37,000
	Special Drainage Structures	None Anticipated	0%	\$ -
✓	Water	Minor Adjustments	2%	\$ 7,000
✓	Sewer	Minor Adjustments	2%	\$ 7,000
✓	Turf and Erosion Control		3%	\$ 11,000
✓	Landscaping and Irrigation		2%	\$ 7,000
	Miscellaneous		0%	\$ -

*Allowances are based on percent of paving construction cost subtotal

Allowance Subtotal: \$ 223,000

Paving Construction Cost and Allowance Subtotal: \$ 592,000

Construction Contingency: 15% \$ 89,000

Mobilization: 10% \$ 59,000

Prep ROW: 4% \$ 24,000

Construction Cost Total: \$ 800,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:			\$ 800,000
Engineering/Survey/Testing:		16%	\$ 128,000
Previous City Contribution:			\$ -
Other:			\$ -
ROW/Easement Acquisition:			\$ 62,554

Impact Fee Project Cost Total: \$ 1,000,000

Note: These planning level cost projections listed in these tables have been developed for impact fee calculations only and should not be used for any future Capital Improvement Planning within the City of Leander. These planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

City of Leander
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley»Horn

Updated: 3/14/2022

Project Information:		Description:
Name:	Heritage Grove Rd	This project consists of the reconstruction of the existing pavement to a three-lane non-residential collector.
Project Label:	A-14	
Service Area:	A,	
Limits:	460' W OF W BROADE ST to W BROADE S	
Impact Fee Class:	Widen Collector	
Cross-Section:	3U	
Roadway Class:	Non-Residential Collector	
Length (Feet):	464	

Roadway Construction Cost Projection

Paving Construction Costs

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
102	Unclassified Street Excavation	1,340	CY	\$ 15.00	\$ 20,000
202	4" Asphalt (Type C)	533	Ton	\$ 80.00	\$ 43,000
302	13" Base	1,025	CY	\$ 45.00	\$ 46,000
402	Geogrid	2,837	SY	\$ 2.00	\$ 6,000
502	6' Concrete Sidewalk	5,572	SF	\$ 10.00	\$ 56,000
602	Machine Laid Curb & Gutter	1,857	LF	\$ 18.00	\$ 33,000
702	Turn Lanes and Median Openings	0	SY	\$ 75.00	\$ -
802	Surface Treatment (0.2 gal/sy, Prime Coat AE-P)	485	GAL	\$ 4.00	\$ 2,000

Paving Construction Cost Subtotal: \$ 206,000

Major Construction Component Allowances*

	Item Description	Notes	Allowance	Item Cost
✓	Traffic Control	Construction Phase Traffic Control	5%	\$ 10,000
✓	Pavement Markings/Signs/Posts	Includes Striping/Signs for Shared Paths	2%	\$ 4,000
✓	Roadway Drainage	Standard Internal System	35%	\$ 72,000
✓	Illumination		10%	\$ 21,000
	Special Drainage Structures	None Anticipated	0%	\$ -
✓	Water	Minor Adjustments	2%	\$ 4,000
✓	Sewer	Minor Adjustments	2%	\$ 4,000
✓	Turf and Erosion Control		3%	\$ 6,000
✓	Landscaping and Irrigation		2%	\$ 4,000
	Miscellaneous		0%	\$ -

*Allowances are based on percent of paving construction cost subtotal

Allowance Subtotal: \$ 125,000

Paving Construction Cost and Allowance Subtotal: \$ 331,000

Construction Contingency: 15% \$ 50,000

Mobilization: 10% \$ 33,000

Prep ROW: 4% \$ 13,000

Construction Cost Total: \$ 500,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:			\$ 500,000
Engineering/Survey/Testing:		16%	\$ 80,000
Previous City Contribution:			\$ -
Other:			\$ -
ROW/Easement Acquisition:			\$ 34,824

Impact Fee Project Cost Total: \$ 600,000

Note: These planning level cost projections listed in these tables have been developed for impact fee calculations only and should not be used for any future Capital Improvement Planning within the City of Leander. These planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

City of Leander
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley»Horn

Updated: 3/14/2022

Project Information:		Description:
Name:	San Gabriel Pkwy	This project consists of the construction of one third of a new six-lane arterial.
Project Label:	A-15	
Service Area:	A, ETJ/Other	
Limits:	LAKELINE BLVD to 1,760' E OF LAKELINE E	
Impact Fee Class:	New 6-Lane Arterial (1/3)	
Cross-Section:	6D	
Roadway Class:	Arterial 6-Lane	
Length (Feet):	1,803	

Roadway Construction Cost Projection

Paving Construction Costs

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
107	Unclassified Street Excavation	3,967	CY	\$ 15.00	\$ 60,000
207	6" Asphalt (Type C)	1,520	Ton	\$ 80.00	\$ 122,000
307	21" Base	2,932	CY	\$ 45.00	\$ 132,000
407	Geogrid	6,210	SY	\$ 2.00	\$ 12,000
507	10' Concrete Sidewalk	36,057	SF	\$ 10.00	\$ 361,000
607	Machine Laid Curb & Gutter	3,606	LF	\$ 18.00	\$ 65,000
707	Turn Lanes and Median Openings	1,320	SY	\$ 77.00	\$ 102,000
807	Surface Treatment (0.2 gal/sy, Prime Coat AE-P)	921	GAL	\$ 4.00	\$ 4,000

Paving Construction Cost Subtotal: \$ 858,000

Major Construction Component Allowances*

	Item Description	Notes	Allowance	Item Cost
✓	Traffic Control	None Anticipated	5%	\$ 43,000
✓	Pavement Markings/Signs/Posts	Includes Striping/Signs for Shared Paths	2%	\$ 17,000
✓	Roadway Drainage	Standard Internal System	35%	\$ 300,000
✓	Illumination		10%	\$ 86,000
	Special Drainage Structures	None Anticipated	0%	\$ -
✓	Water	Minor Adjustments	2%	\$ 17,000
✓	Sewer	Minor Adjustments	2%	\$ 17,000
✓	Turf and Erosion Control		3%	\$ 26,000
✓	Landscaping and Irrigation		2%	\$ 17,000
	Miscellaneous		0%	\$ -

*Allowances are based on percent of paving construction cost subtotal

Allowance Subtotal: \$ 523,000

Paving Construction Cost and Allowance Subtotal: \$ 1,381,000

Construction Contingency: 15% \$ 207,000

Mobilization: 10% \$ 138,000

Prep ROW: 4% \$ 55,000

Construction Cost Total: \$ 1,800,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:			\$ 1,800,000
Engineering/Survey/Testing:		16%	\$ 288,000
Previous City Contribution:			\$ -
Other:			\$ -
ROW/Easement Acquisition:			\$ 540,852

Impact Fee Project Cost Total: \$ 2,600,000

Note: These planning level cost projections listed in these tables have been developed for impact fee calculations only and should not be used for any future Capital Improvement Planning within the City of Leander. These planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

City of Leander
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley»Horn

Updated: 3/14/2022

Project Information:		Description:
Name:	San Gabriel Pkwy	This project consists of the construction of one third of a new six-lane arterial.
Project Label:	A-16	
Service Area:	A,	
Limits:	1,760' W OF LAKELINE BLVD to 1,400' W OF	
Impact Fee Class:	New 6-Lane Arterial (1/3)	
Cross-Section:	6D	
Roadway Class:	Arterial 6-Lane	
Length (Feet):	4,002	

Roadway Construction Cost Projection

Paving Construction Costs

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
107	Unclassified Street Excavation	8,806	CY	\$ 15.00	\$ 132,000
207	6" Asphalt (Type C)	3,375	Ton	\$ 80.00	\$ 270,000
307	21" Base	6,509	CY	\$ 45.00	\$ 293,000
407	Geogrid	13,783	SY	\$ 2.00	\$ 28,000
507	10' Concrete Sidewalk	80,033	SF	\$ 10.00	\$ 800,000
607	Machine Laid Curb & Gutter	8,003	LF	\$ 18.00	\$ 144,000
707	Turn Lanes and Median Openings	2,931	SY	\$ 77.00	\$ 226,000
807	Surface Treatment (0.2 gal/sy, Prime Coat AE-P)	2,045	GAL	\$ 4.00	\$ 8,000

Paving Construction Cost Subtotal: \$ 1,901,000

Major Construction Component Allowances*

	Item Description	Notes	Allowance	Item Cost
✓	Traffic Control	None Anticipated	5%	\$ 95,000
✓	Pavement Markings/Signs/Posts	Includes Striping/Signs for Shared Paths	2%	\$ 38,000
✓	Roadway Drainage	Standard Internal System	35%	\$ 665,000
✓	Illumination		10%	\$ 190,000
	Special Drainage Structures	None Anticipated	0%	\$ -
✓	Water	Minor Adjustments	2%	\$ 38,000
✓	Sewer	Minor Adjustments	2%	\$ 38,000
✓	Turf and Erosion Control		3%	\$ 57,000
✓	Landscaping and Irrigation		2%	\$ 38,000
	Miscellaneous		0%	\$ -

*Allowances are based on percent of paving construction cost subtotal

Allowance Subtotal: \$ 1,159,000

Paving Construction Cost and Allowance Subtotal: \$ 3,060,000

Construction Contingency: 15% \$ 459,000

Mobilization: 10% \$ 306,000

Prep ROW: 4% \$ 122,000

Construction Cost Total: \$ 4,000,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:			\$ 4,000,000
Engineering/Survey/Testing:		16%	\$ 640,000
Previous City Contribution:			\$ -
Other:			\$ -
ROW/Easement Acquisition:			\$ 1,200,497

Impact Fee Project Cost Total: \$ 5,800,000

Note: These planning level cost projections listed in these tables have been developed for impact fee calculations only and should not be used for any future Capital Improvement Planning within the City of Leander. These planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

City of Leander
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley»Horn

Updated: 3/14/2022

Project Information:		Description:
Name:	San Gabriel Pkwy	This project consists of the construction of one third of a new six-lane arterial.
Project Label:	A-17	
Service Area:	A, ETJ/Other	
Limits:	1,400' W OF BAGDAD RD to 165' W OF BAC	
Impact Fee Class:	New 6-Lane Arterial (1/3)	
Cross-Section:	6D	
Roadway Class:	Arterial 6-Lane	
Length (Feet):	1,273	

Roadway Construction Cost Projection

Paving Construction Costs

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
107	Unclassified Street Excavation	2,801	CY	\$ 15.00	\$ 42,000
207	6" Asphalt (Type C)	1,073	Ton	\$ 80.00	\$ 86,000
307	21" Base	2,070	CY	\$ 45.00	\$ 93,000
407	Geogrid	4,384	SY	\$ 2.00	\$ 9,000
507	10' Concrete Sidewalk	25,458	SF	\$ 10.00	\$ 255,000
607	Machine Laid Curb & Gutter	2,546	LF	\$ 18.00	\$ 46,000
707	Turn Lanes and Median Openings	932	SY	\$ 77.00	\$ 72,000
807	Surface Treatment (0.2 gal/sy, Prime Coat AE-P)	651	GAL	\$ 4.00	\$ 3,000

Paving Construction Cost Subtotal: \$ 606,000

Major Construction Component Allowances*

	Item Description	Notes	Allowance	Item Cost
✓	Traffic Control	None Anticipated	5%	\$ 30,000
✓	Pavement Markings/Signs/Posts	Includes Striping/Signs for Shared Paths	2%	\$ 12,000
✓	Roadway Drainage	Standard Internal System	35%	\$ 212,000
✓	Illumination		10%	\$ 61,000
	Special Drainage Structures	None Anticipated	0%	\$ -
✓	Water	Minor Adjustments	2%	\$ 12,000
✓	Sewer	Minor Adjustments	2%	\$ 12,000
✓	Turf and Erosion Control		3%	\$ 18,000
✓	Landscaping and Irrigation		2%	\$ 12,000
	Miscellaneous		0%	\$ -

*Allowances are based on percent of paving construction cost subtotal

Allowance Subtotal: \$ 369,000

Paving Construction Cost and Allowance Subtotal: \$ 975,000

Construction Contingency: 15% \$ 146,000

Mobilization: 10% \$ 98,000

Prep ROW: 4% \$ 39,000

Construction Cost Total: \$ 1,300,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:			\$ 1,300,000
Engineering/Survey/Testing:		16%	\$ 208,000
Previous City Contribution:			\$ -
Other:			\$ -
ROW/Easement Acquisition:			\$ 381,866

Impact Fee Project Cost Total: \$ 1,900,000

Note: These planning level cost projections listed in these tables have been developed for impact fee calculations only and should not be used for any future Capital Improvement Planning within the City of Leander. These planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

City of Leander
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley»Horn

Updated: 3/14/2022

Project Information:		Description:
Name:	San Gabriel Pkwy	This project consists of the reconstruction of the existing pavement to a six-lane arterial.
Project Label:	A-18	
Service Area:	A,	
Limits:	BAGDAD RD to N US 183	
Impact Fee Class:	Widen 6-Lane Arterial (2/3)	
Cross-Section:	6D	
Roadway Class:	Arterial 6-Lane	
Length (Feet):	7,717	

Roadway Construction Cost Projection

Paving Construction Costs

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
107	Unclassified Street Excavation	16,983	CY	\$ 15.00	\$ 255,000
207	6" Asphalt (Type C)	6,508	Ton	\$ 80.00	\$ 521,000
307	21" Base	12,553	CY	\$ 45.00	\$ 565,000
407	Geogrid	26,582	SY	\$ 2.00	\$ 53,000
507	10' Concrete Sidewalk	154,350	SF	\$ 10.00	\$ 1,543,000
607	Machine Laid Curb & Gutter	15,435	LF	\$ 18.00	\$ 278,000
707	Turn Lanes and Median Openings	5,652	SY	\$ 77.00	\$ 435,000
807	Surface Treatment (0.2 gal/sy, Prime Coat AE-P)	3,944	GAL	\$ 4.00	\$ 16,000

Paving Construction Cost Subtotal: \$ 3,666,000

Major Construction Component Allowances*

	Item Description	Notes	Allowance	Item Cost
✓	Traffic Control	Construction Phase Traffic Control	5%	\$ 183,000
✓	Pavement Markings/Signs/Posts	Includes Striping/Signs for Shared Paths	2%	\$ 73,000
✓	Roadway Drainage	Standard Internal System	35%	\$ 1,283,000
✓	Illumination		10%	\$ 367,000
	Special Drainage Structures	None Anticipated	0%	\$ -
✓	Water	Minor Adjustments	2%	\$ 73,000
✓	Sewer	Minor Adjustments	2%	\$ 73,000
✓	Turf and Erosion Control		3%	\$ 110,000
✓	Landscaping and Irrigation		2%	\$ 73,000
	Miscellaneous		0%	\$ -

*Allowances are based on percent of paving construction cost subtotal

Allowance Subtotal: \$ 2,235,000

Paving Construction Cost and Allowance Subtotal: \$ 5,901,000

Construction Contingency: 15% \$ 885,000

Mobilization: 10% \$ 590,000

Prep ROW: 4% \$ 236,000

Construction Cost Total: \$ 7,700,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:			\$ 7,700,000
Engineering/Survey/Testing:		16%	\$ 1,232,000
Previous City Contribution:			\$ -
Other:			\$ -
ROW/Easement Acquisition:			\$ 578,812

Impact Fee Project Cost Total: \$ 9,500,000

Note: These planning level cost projections listed in these tables have been developed for impact fee calculations only and should not be used for any future Capital Improvement Planning within the City of Leander. These planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

City of Leander
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley»Horn

Updated: 3/14/2022

Project Information:		Description:
Name:	Hero Way	This project consists of the reconstruction of the existing pavement to a four-lane arterial.
Project Label:	A-19	
Service Area:	A,	
Limits:	SAN GABRIEL PKWY to 1,100' E OF SAN G.	
Impact Fee Class:	Widen 4-Lane Arterial	
Cross-Section:	4D	
Roadway Class:	Arterial 4-Lane	
Length (Feet):	1,107	

Roadway Construction Cost Projection

Paving Construction Costs

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
105	Unclassified Street Excavation	4,872	CY	\$ 15.00	\$ 73,000
205	6" Asphalt (Type C)	1,867	Ton	\$ 80.00	\$ 149,000
305	17" Base	3,601	CY	\$ 45.00	\$ 162,000
405	Geogrid	7,626	SY	\$ 2.00	\$ 15,000
505	10' Concrete Sidewalk	22,141	SF	\$ 10.00	\$ 221,000
605	Machine Laid Curb & Gutter	2,214	LF	\$ 18.00	\$ 40,000
705	Turn Lanes and Median Openings	811	SY	\$ 77.00	\$ 62,000
805	Surface Treatment (0.2 gal/sy, Prime Coat AE-P)	1,132	GAL	\$ 4.00	\$ 5,000

Paving Construction Cost Subtotal: \$ 727,000

Major Construction Component Allowances*

	Item Description	Notes	Allowance	Item Cost
✓	Traffic Control	Construction Phase Traffic Control	5%	\$ 36,000
✓	Pavement Markings/Signs/Posts	Includes Striping/Signs for Shared Paths	2%	\$ 15,000
✓	Roadway Drainage	Standard Internal System	35%	\$ 254,000
✓	Illumination		10%	\$ 73,000
	Special Drainage Structures	None Anticipated	0%	\$ -
✓	Water	Minor Adjustments	2%	\$ 15,000
✓	Sewer	Minor Adjustments	2%	\$ 15,000
✓	Turf and Erosion Control		3%	\$ 22,000
✓	Landscaping and Irrigation		2%	\$ 15,000
	Miscellaneous		0%	\$ -

*Allowances are based on percent of paving construction cost subtotal

Allowance Subtotal: \$ 445,000

Paving Construction Cost and Allowance Subtotal: \$ 1,172,000

Construction Contingency: 15% \$ 176,000

Mobilization: 10% \$ 117,000

Prep ROW: 4% \$ 47,000

Construction Cost Total: \$ 1,600,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:			\$ 1,600,000
Engineering/Survey/Testing:		16%	\$ 256,000
Previous City Contribution:			\$ -
Other:			\$ -
ROW/Easement Acquisition:			\$ 83,027

Impact Fee Project Cost Total: \$ 1,900,000

Note: These planning level cost projections listed in these tables have been developed for impact fee calculations only and should not be used for any future Capital Improvement Planning within the City of Leander. These planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

City of Leander
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley»Horn

Updated: 3/14/2022

Project Information:		Description:
Name:	Hero Way	This project consists of the reconstruction of the existing pavement to a four-lane arterial.
Project Label:	A-20, C-13	
Service Area:	A, C	
Limits:	1,100' E OF SAN GABRIEL PKWY to 900' W	
Impact Fee Class:	Widen 4-Lane Arterial	
Cross-Section:	4D	
Roadway Class:	Arterial 4-Lane	
Length (Feet):	5,712	

Roadway Construction Cost Projection

Paving Construction Costs

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
105	Unclassified Street Excavation	25,139	CY	\$ 15.00	\$ 377,000
205	6" Asphalt (Type C)	9,634	Ton	\$ 80.00	\$ 771,000
305	17" Base	18,581	CY	\$ 45.00	\$ 836,000
405	Geogrid	39,348	SY	\$ 2.00	\$ 79,000
505	10' Concrete Sidewalk	114,237	SF	\$ 10.00	\$ 1,142,000
605	Machine Laid Curb & Gutter	11,424	LF	\$ 18.00	\$ 206,000
705	Turn Lanes and Median Openings	4,183	SY	\$ 77.00	\$ 322,000
805	Surface Treatment (0.2 gal/sy, Prime Coat AE-P)	5,839	GAL	\$ 4.00	\$ 23,000

Paving Construction Cost Subtotal: \$ 3,756,000

Major Construction Component Allowances*

	Item Description	Notes	Allowance	Item Cost
✓	Traffic Control	Construction Phase Traffic Control	5%	\$ 188,000
✓	Pavement Markings/Signs/Posts	Includes Striping/Signs for Shared Paths	2%	\$ 75,000
✓	Roadway Drainage	Standard Internal System	35%	\$ 1,315,000
✓	Illumination		10%	\$ 376,000
✓	Special Drainage Structures	Bridge Crossing	0%	\$ 1,080,000
✓	Water	Minor Adjustments	2%	\$ 75,000
✓	Sewer	Minor Adjustments	2%	\$ 75,000
✓	Turf and Erosion Control		3%	\$ 113,000
✓	Landscaping and Irrigation		2%	\$ 75,000
	Miscellaneous		0%	\$ -

*Allowances are based on percent of paving construction cost subtotal

Allowance Subtotal: \$ 3,372,000

Paving Construction Cost and Allowance Subtotal: \$ 7,128,000

Construction Contingency: 15% \$ 1,069,000

Mobilization: 10% \$ 713,000

Prep ROW: 4% \$ 285,000

Construction Cost Total: \$ 9,200,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:			\$ 9,200,000
Engineering/Survey/Testing:		16%	\$ 1,472,000
Previous City Contribution:			\$ -
Other:			\$ -
ROW/Easement Acquisition:			\$ 428,388

Impact Fee Project Cost Total: \$ 11,100,000

Note: These planning level cost projections listed in these tables have been developed for impact fee calculations only and should not be used for any future Capital Improvement Planning within the City of Leander. These planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

City of Leander
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley»Horn

Updated: 3/14/2022

Project Information:		Description:
Name:	Hero Way	This project consists of the reconstruction of the existing roadway to an access-managed four-lane arterial.
Project Label:	A-21, C-14	
Service Area:	A, C	
Limits:	LAKELINE BLVD to US 183	
Impact Fee Class:	Access Management	
Cross-Section:	6D	
Roadway Class:	Arterial 4-Lane	
Length (Feet):	13,271	

Roadway Construction Cost Projection

Paving Construction Costs

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
108	Unclassified Street Excavation	18,022	CY	\$ 15.00	\$ 270,000
208	Asphalt (Type C)	0	Ton	\$ 80.00	\$ -
308	Base	0	CY	\$ 45.00	\$ -
408	Geogrid	0	SY	\$ 2.00	\$ -
508	6' Concrete Sidewalk	0	SF	\$ 10.00	\$ -
608	Machine Laid Curb & Gutter	26,542	LF	\$ 18.00	\$ 478,000
708	Turn Lanes and Median Openings	9,719	SY	\$ 77.00	\$ 748,000
808	Surface Treatment (0.2 gal/sy, Prime Coat AE-P)	0	GAL	\$ 4.00	\$ -

Paving Construction Cost Subtotal: \$ 1,496,000

Major Construction Component Allowances*

	Item Description	Notes	Allowance	Item Cost
✓	Traffic Control	Construction Phase Traffic Control	5%	\$ 75,000
✓	Pavement Markings/Signs/Posts	Includes Striping/Signs for Shared Paths	2%	\$ 30,000
✓	Roadway Drainage	Standard Internal System	35%	\$ 524,000
✓	Illumination		10%	\$ 150,000
	Special Drainage Structures	None Anticipated	0%	\$ -
✓	Water	Minor Adjustments	2%	\$ 30,000
✓	Sewer	Minor Adjustments	2%	\$ 30,000
✓	Turf and Erosion Control		3%	\$ 45,000
✓	Landscaping and Irrigation		2%	\$ 30,000
	Miscellaneous		0%	\$ -

*Allowances are based on percent of paving construction cost subtotal

Allowance Subtotal: \$ 914,000

Paving Construction Cost and Allowance Subtotal: \$ 2,410,000

Construction Contingency: 15% \$ 362,000

Mobilization: 10% \$ 241,000

Prep ROW: 4% \$ 96,000

Construction Cost Total: \$ 3,200,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:			\$ 3,200,000
Engineering/Survey/Testing:		16%	\$ 512,000
Previous City Contribution:	2016-CO Bond; 2015-CO Bond		\$ 19,057,707
Other:			\$ -
ROW/Easement Acquisition:			\$ -

Impact Fee Project Cost Total: \$ 22,757,707

Note: These planning level cost projections listed in these tables have been developed for impact fee calculations only and should not be used for any future Capital Improvement Planning within the City of Leander. These planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

City of Leander
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley»Horn

Updated: 3/14/2022

Project Information:		Description:
Name:	Live Oak Rd	This project consists of the construction of a new three-lane non-residential collector.
Project Label:	A-22	
Service Area:	A,	
Limits:	LAKELINE BLVD to WESTERN CITY LIMITS	
Impact Fee Class:	New Collector	
Cross-Section:	3U	
Roadway Class:	Non-Residential Collector	
Length (Feet):	7,209	

Roadway Construction Cost Projection

Paving Construction Costs

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
102	Unclassified Street Excavation	20,805	CY	\$ 15.00	\$ 312,000
202	4" Asphalt (Type C)	8,283	Ton	\$ 80.00	\$ 663,000
302	13" Base	15,909	CY	\$ 45.00	\$ 716,000
402	Geogrid	44,057	SY	\$ 2.00	\$ 88,000
502	6' Concrete Sidewalk	86,511	SF	\$ 10.00	\$ 865,000
602	Machine Laid Curb & Gutter	28,837	LF	\$ 18.00	\$ 519,000
702	Turn Lanes and Median Openings	0	SY	\$ 75.00	\$ -
802	Surface Treatment (0.2 gal/sy, Prime Coat AE-P)	7,530	GAL	\$ 4.00	\$ 30,000

Paving Construction Cost Subtotal: \$ 3,193,000

Major Construction Component Allowances*

	Item Description	Notes	Allowance	Item Cost
✓	Traffic Control	None Anticipated	5%	\$ 160,000
✓	Pavement Markings/Signs/Posts	Includes Striping/Signs for Shared Paths	2%	\$ 64,000
✓	Roadway Drainage	Standard Internal System	35%	\$ 1,118,000
✓	Illumination		10%	\$ 319,000
	Special Drainage Structures	None Anticipated	0%	\$ -
✓	Water	Minor Adjustments	2%	\$ 64,000
✓	Sewer	Minor Adjustments	2%	\$ 64,000
✓	Turf and Erosion Control		3%	\$ 96,000
✓	Landscaping and Irrigation		2%	\$ 64,000
	Miscellaneous		0%	\$ -

*Allowances are based on percent of paving construction cost subtotal

Allowance Subtotal: \$ 1,949,000

Paving Construction Cost and Allowance Subtotal: \$ 5,142,000

Construction Contingency: 15% \$ 771,000

Mobilization: 10% \$ 514,000

Prep ROW: 4% \$ 206,000

Construction Cost Total: \$ 6,700,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:			\$ 6,700,000
Engineering/Survey/Testing:		16%	\$ 1,072,000
Previous City Contribution:			\$ -
Other:			\$ -
ROW/Easement Acquisition:			\$ 2,162,781

Impact Fee Project Cost Total: \$ 9,900,000

Note: These planning level cost projections listed in these tables have been developed for impact fee calculations only and should not be used for any future Capital Improvement Planning within the City of Leander. These planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

City of Leander
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley»Horn

Updated: 3/14/2022

Project Information:

Description:

Name: Live Oak Rd
Project Label: A-23
Service Area: A, ETJ/Other
Limits: LAKELINE BLVD to 2240' E OF LAKELINE B
Impact Fee Class: New Collector
Cross-Section: 3U
Roadway Class: Non-Residential Collector
Length (Feet): 2,237

This project consists of the construction of a new three-lane non-residential collector.

Roadway Construction Cost Projection

Paving Construction Costs

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
102	Unclassified Street Excavation	6,455	CY	\$ 15.00	\$ 97,000
202	4" Asphalt (Type C)	2,570	Ton	\$ 80.00	\$ 206,000
302	13" Base	4,936	CY	\$ 45.00	\$ 222,000
402	Geogrid	13,670	SY	\$ 2.00	\$ 27,000
502	6' Concrete Sidewalk	26,843	SF	\$ 10.00	\$ 268,000
602	Machine Laid Curb & Gutter	8,948	LF	\$ 18.00	\$ 161,000
702	Turn Lanes and Median Openings	0	SY	\$ 75.00	\$ -
802	Surface Treatment (0.2 gal/sy, Prime Coat AE-P)	2,336	GAL	\$ 4.00	\$ 9,000

Paving Construction Cost Subtotal: \$ 990,000

Major Construction Component Allowances*

	Item Description	Notes	Allowance	Item Cost
✓	Traffic Control	None Anticipated	5%	\$ 50,000
✓	Pavement Markings/Signs/Posts	Includes Striping/Signs for Shared Paths	2%	\$ 20,000
✓	Roadway Drainage	Standard Internal System	35%	\$ 347,000
✓	Illumination		10%	\$ 99,000
	Special Drainage Structures	None Anticipated	0%	\$ -
✓	Water	Minor Adjustments	2%	\$ 20,000
✓	Sewer	Minor Adjustments	2%	\$ 20,000
✓	Turf and Erosion Control		3%	\$ 30,000
✓	Landscaping and Irrigation		2%	\$ 20,000
	Miscellaneous		0%	\$ -

*Allowances are based on percent of paving construction cost subtotal

Allowance Subtotal: \$ 606,000

Paving Construction Cost and Allowance Subtotal: \$ 1,596,000

Construction Contingency: 15% \$ 239,000

Mobilization: 10% \$ 160,000

Prep ROW: 4% \$ 64,000

Construction Cost Total: \$ 2,100,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:			\$ 2,100,000
Engineering/Survey/Testing:		16%	\$ 336,000
Previous City Contribution:			\$ -
Other:			\$ -
ROW/Easement Acquisition:			\$ 671,086

Impact Fee Project Cost Total: \$ 3,100,000

Note: These planning level cost projections listed in these tables have been developed for impact fee calculations only and should not be used for any future Capital Improvement Planning within the City of Leander. These planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

City of Leander
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley»Horn

Updated: 3/14/2022

Project Information:		Description:
Name:	Live Oak Rd	This project consists of the reconstruction of the existing pavement to a three-lane non-residential collector.
Project Label:	A-24	
Service Area:	A,	
Limits:	BAGDAD RD to 1725' W OF BAGDAD RD	
Impact Fee Class:	Widen Collector	
Cross-Section:	3U	
Roadway Class:	Non-Residential Collector	
Length (Feet):	1,722	

Roadway Construction Cost Projection

Paving Construction Costs

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
102	Unclassified Street Excavation	4,969	CY	\$ 15.00	\$ 75,000
202	4" Asphalt (Type C)	1,978	Ton	\$ 80.00	\$ 158,000
302	13" Base	3,800	CY	\$ 45.00	\$ 171,000
402	Geogrid	10,523	SY	\$ 2.00	\$ 21,000
502	6' Concrete Sidewalk	20,663	SF	\$ 10.00	\$ 207,000
602	Machine Laid Curb & Gutter	6,888	LF	\$ 18.00	\$ 124,000
702	Turn Lanes and Median Openings	0	SY	\$ 75.00	\$ -
802	Surface Treatment (0.2 gal/sy, Prime Coat AE-P)	1,798	GAL	\$ 4.00	\$ 7,000

Paving Construction Cost Subtotal: \$ 763,000

Major Construction Component Allowances*

	Item Description	Notes	Allowance	Item Cost
✓	Traffic Control	Construction Phase Traffic Control	5%	\$ 38,000
✓	Pavement Markings/Signs/Posts	Includes Striping/Signs for Shared Paths	2%	\$ 15,000
✓	Roadway Drainage	Standard Internal System	35%	\$ 267,000
✓	Illumination		10%	\$ 76,000
	Special Drainage Structures	None Anticipated	0%	\$ -
✓	Water	Minor Adjustments	2%	\$ 15,000
✓	Sewer	Minor Adjustments	2%	\$ 15,000
✓	Turf and Erosion Control		3%	\$ 23,000
✓	Landscaping and Irrigation		2%	\$ 15,000
	Miscellaneous		0%	\$ -

*Allowances are based on percent of paving construction cost subtotal

Allowance Subtotal: \$ 464,000

Paving Construction Cost and Allowance Subtotal: \$ 1,227,000

Construction Contingency: 15% \$ 184,000

Mobilization: 10% \$ 123,000

Prep ROW: 4% \$ 49,000

Construction Cost Total: \$ 1,600,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:			\$ 1,600,000
Engineering/Survey/Testing:		16%	\$ 256,000
Previous City Contribution:			\$ -
Other:			\$ -
ROW/Easement Acquisition:			\$ 129,144

Impact Fee Project Cost Total: \$ 2,000,000

Note: These planning level cost projections listed in these tables have been developed for impact fee calculations only and should not be used for any future Capital Improvement Planning within the City of Leander. These planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

City of Leander - 2022 Roadway Impact Fee Study

Capital Improvement Plan for Roadway Impact Fees

Summary of Conceptual Level Project Cost Projections

Last Modified: 3/14/2022

Street Improvements - Service Area B

Project #	Street Name	Project Limits	Ultimate Roadway Class	Impact Fee Class	Project Source	Percent in Service Area	Project Cost	Total Cost in Service Area
B-1	Kaufmann Loop	From SH 29 To 875' SW OF SH 29	Arterial 4-Lane	New 4-Lane Arterial (1/2)	TMP	100%	\$ 1,800,000	\$ 1,800,000
B-2	CR 270	From N US 183 To 965' E OF N US 183	Non-Residential Collector	Widen Substandard	TMP	100%	\$ 1,200,000	\$ 1,200,000
B-3	CR 270	From 825' S OF ORCHARD DR To PVT RD 918	Non-Residential Collector	Widen Substandard	TMP	50%	\$ 4,000,000	\$ 2,000,000
B-4	CR 270	From 300' S OF NORWOOD DR To 250' N OF SAN GABRIEL PKWY	Non-Residential Collector	Widen Substandard	TMP	50%	\$ 1,900,000	\$ 950,000
B-5	CR 270	From 250' N OF SAN GABRIEL PKWY To SAN GABRIEL PKWY	Non-Residential Collector	Widen Substandard	TMP	100%	\$ 400,000	\$ 400,000
B-6	CR 270	From 190' S OF SAN GABRIEL PKWY To 410' S OF SAN GABRIEL PKWY	Non-Residential Collector	Widen Substandard	TMP	50%	\$ 200,000	\$ 100,000
B-7	CR 270	From 410' S OF SAN GABRIEL PKWY To 680' S OF SAN GABRIEL PKWY	Non-Residential Collector	Widen Substandard	TMP	100%	\$ 400,000	\$ 400,000
B-8	CR 270	From 680' S OF SAN GABRIEL PKWY To 1,500' S OF SAN GABRIEL PKWY	Non-Residential Collector	Widen Substandard	TMP	50%	\$ 1,000,000	\$ 500,000
B-9	CR 270	From 2,400' N OF HERO WAY To 1,990' N OF HERO WAY	Non-Residential Collector	Widen Substandard	TMP	100%	\$ 500,000	\$ 500,000
B-10	CR 270	From 1,990' N OF HERO WAY To 1,550' N OF HERO WAY	Non-Residential Collector	Widen Substandard	TMP	50%	\$ 500,000	\$ 250,000
B-11	CR 270	From 1,550' N OF HERO WAY To 405' N OF HERO WAY	Non-Residential Collector	Widen Substandard	TMP	100%	\$ 1,400,000	\$ 1,400,000
B-12	CR 270	From 405' N OF HERO WAY To HERO WAY	Non-Residential Collector	Widen Substandard	TMP	100%	\$ 500,000	\$ 500,000
B-13	Raider Way	From SAN GABRIEL PKWY To HERO WAY	Non-Residential Collector	New Collector	TMP	100%	\$ 5,000,000	\$ 5,000,000
B-14	San Gabriel Pkwy	From CR 270 To 1,415' E of CR 270	Arterial 4-Lane	New 4-Lane Arterial (1/2)	CIP	50%	\$ 2,700,000	\$ 1,350,000
B-15	San Gabriel Pkwy	From 1,415' E of CR 270 To 375' W of Logan Del Way	Arterial 4-Lane	New 4-Lane Arterial (1/2)	CIP	100%	\$ 3,200,000	\$ 3,200,000
B-16	San Gabriel Pkwy	From 865' W of Ronald Reagan Blvd To Ronald Reagan Blvd	Arterial 4-Lane	Widen 4-Lane Arterial	CIP	100%	\$ 1,500,000	\$ 1,500,000
B-17, D-30	Hero Way ROW	From US 183 To RM 2243	Access Controlled	New 3-Lane Frontage	CIP	50%	\$ 13,900,000	\$ 6,950,000
Total							\$ 40,100,000	\$ 28,000,000

Signal Installation and Intersection Improvements - Service Area B

Project #	Project Source	Intersection	Project Type	Percent in Service Area	Project Cost	Total Cost in Service Area
ABCDEI-2	TMP	City of Leander Signal Upgrades	ITS Upgrades	20%	\$ 2,000,000	\$ 400,000
BI-1	TMP	San Gabriel Pkwy and Ronald Reagan Blvd	Signal	100%	\$ 400,000	\$ 400,000
BDI-2	TMP	Hero Way and Ronald Reagan Blvd	Signal	50%	\$ 400,000	\$ 200,000
Total					\$ 2,800,000	\$ 1,000,000

Note: These planning level cost projections listed in these tables have been developed for impact fee calculations only and should not be used for any future Capital Improvement Planning within the City of Leander. These planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

Project Source and Impact Fee Class Definitions:

Project Source

Transportation Master Plan - Projects identified in the 2021 Transportation Master Plan

Bond Projects - Projects identified in the previous transportation bonds with auto capacity related improvements and outstanding debt

2021 Five-Year CIP - Projects identified in the five-year CIP, but not included in the Transportation Master Plan

Intersection Newly Identified - Intersection improvements identified during the development of the RIF CIP

Roadway Newly Identified - Roadway improvements identified during the development of the RIF CIP

Impact Fee Class

New - Either a new street connection or new intersection where a signal is recommended

Existing - Existing segments with capacity related improvements

Widening - Widening of an existing street to add pavement outside the existing curbs

Access Management - Converting a two-way left-turn lane to a median

City of Leander
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley»Horn

Updated: 3/14/2022

Project Information:		Description:
Name:	Kaufmann Loop	This project consists of the construction of a new four-lane arterial.
Project Label:	B-1	
Service Area:	B,	
Limits:	SH 29 to 875' SW OF SH 29	
Impact Fee Class:	New 4-Lane Arterial (1/2)	
Cross-Section:	4D	
Roadway Class:	Arterial 4-Lane	
Length (Feet):	881	

Roadway Construction Cost Projection

Paving Construction Costs

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
105	Unclassified Street Excavation	3,877	CY	\$ 15.00	\$ 58,000
205	6" Asphalt (Type C)	1,486	Ton	\$ 80.00	\$ 119,000
305	17" Base	2,866	CY	\$ 45.00	\$ 129,000
405	Geogrid	6,068	SY	\$ 2.00	\$ 12,000
505	10' Concrete Sidewalk	17,618	SF	\$ 10.00	\$ 176,000
605	Machine Laid Curb & Gutter	1,762	LF	\$ 18.00	\$ 32,000
705	Turn Lanes and Median Openings	645	SY	\$ 77.00	\$ 50,000
805	Surface Treatment (0.2 gal/sy, Prime Coat AE-P)	900	GAL	\$ 4.00	\$ 4,000

Paving Construction Cost Subtotal: \$ 580,000

Major Construction Component Allowances*

	Item Description	Notes	Allowance	Item Cost
✓	Traffic Control	None Anticipated	5%	\$ 29,000
✓	Pavement Markings/Signs/Posts	Includes Striping/Signs for Shared Paths	2%	\$ 12,000
✓	Roadway Drainage	Standard Internal System	35%	\$ 203,000
✓	Illumination		10%	\$ 58,000
	Special Drainage Structures	None Anticipated	0%	\$ -
✓	Water	Minor Adjustments	2%	\$ 12,000
✓	Sewer	Minor Adjustments	2%	\$ 12,000
✓	Turf and Erosion Control		3%	\$ 17,000
✓	Landscaping and Irrigation		2%	\$ 12,000
	Miscellaneous		0%	\$ -

*Allowances are based on percent of paving construction cost subtotal

Allowance Subtotal: \$ 355,000

Paving Construction Cost and Allowance Subtotal: \$ 935,000

Construction Contingency: 15% \$ 140,000

Mobilization: 10% \$ 94,000

Prep ROW: 4% \$ 37,000

Construction Cost Total: \$ 1,300,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:			\$ 1,300,000
Engineering/Survey/Testing:		16%	\$ 208,000
Previous City Contribution:			\$ -
Other:			\$ -
ROW/Easement Acquisition:			\$ 264,265

Impact Fee Project Cost Total: \$ 1,800,000

Note: These planning level cost projections listed in these tables have been developed for impact fee calculations only and should not be used for any future Capital Improvement Planning within the City of Leander. These planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

City of Leander
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley»Horn

Updated: 3/14/2022

Project Information:		Description:
Name:	CR 270	This project consists of the reconstruction of the existing pavement to a three-lane non-residential collector.
Project Label:	B-2	
Service Area:	B,	
Limits:	N US 183 to 965' E OF N US 183	
Impact Fee Class:	Widen Substandard	
Cross-Section:	3U	
Roadway Class:	Non-Residential Collector	
Length (Feet):	1,074	

Roadway Construction Cost Projection

Paving Construction Costs

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
102	Unclassified Street Excavation	3,098	CY	\$ 15.00	\$ 46,000
202	4" Asphalt (Type C)	1,233	Ton	\$ 80.00	\$ 99,000
302	13" Base	2,369	CY	\$ 45.00	\$ 107,000
402	Geogrid	6,561	SY	\$ 2.00	\$ 13,000
502	6' Concrete Sidewalk	12,882	SF	\$ 10.00	\$ 129,000
602	Machine Laid Curb & Gutter	4,294	LF	\$ 18.00	\$ 77,000
702	Turn Lanes and Median Openings	0	SY	\$ 75.00	\$ -
802	Surface Treatment (0.2 gal/sy, Prime Coat AE-P)	1,121	GAL	\$ 4.00	\$ 4,000

Paving Construction Cost Subtotal: \$ 475,000

Major Construction Component Allowances*

	Item Description	Notes	Allowance	Item Cost
✓	Traffic Control	Construction Phase Traffic Control	5%	\$ 24,000
✓	Pavement Markings/Signs/Posts	Includes Striping/Signs for Shared Paths	2%	\$ 10,000
✓	Roadway Drainage	Standard Internal System	35%	\$ 166,000
✓	Illumination		10%	\$ 48,000
	Special Drainage Structures	None Anticipated	0%	\$ -
✓	Water	Minor Adjustments	2%	\$ 10,000
✓	Sewer	Minor Adjustments	2%	\$ 10,000
✓	Turf and Erosion Control		3%	\$ 14,000
✓	Landscaping and Irrigation		2%	\$ 10,000
	Miscellaneous		0%	\$ -

*Allowances are based on percent of paving construction cost subtotal

Allowance Subtotal: \$ 292,000

Paving Construction Cost and Allowance Subtotal: \$ 767,000

Construction Contingency: 15% \$ 115,000

Mobilization: 10% \$ 77,000

Prep ROW: 4% \$ 31,000

Construction Cost Total: \$ 1,000,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:			\$ 1,000,000
Engineering/Survey/Testing:		16%	\$ 160,000
Previous City Contribution:			\$ -
Other:			\$ -
ROW/Easement Acquisition:			\$ 80,515

Impact Fee Project Cost Total: \$ 1,200,000

Note: These planning level cost projections listed in these tables have been developed for impact fee calculations only and should not be used for any future Capital Improvement Planning within the City of Leander. These planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

City of Leander
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley»Horn

Updated: 3/14/2022

Project Information:		Description:
Name:	CR 270	This project consists of the reconstruction of the existing pavement to a three-lane non-residential collector.
Project Label:	B-3	
Service Area:	B, ETJ/Other	
Limits:	825' S OF ORCHARD DR to PVT RD 918	
Impact Fee Class:	Widen Substandard	
Cross-Section:	3U	
Roadway Class:	Non-Residential Collector	
Length (Feet):	3,427	

Roadway Construction Cost Projection

Paving Construction Costs

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
102	Unclassified Street Excavation	9,889	CY	\$ 15.00	\$ 148,000
202	4" Asphalt (Type C)	3,937	Ton	\$ 80.00	\$ 315,000
302	13" Base	7,562	CY	\$ 45.00	\$ 340,000
402	Geogrid	20,941	SY	\$ 2.00	\$ 42,000
502	6' Concrete Sidewalk	41,121	SF	\$ 10.00	\$ 411,000
602	Machine Laid Curb & Gutter	13,707	LF	\$ 18.00	\$ 247,000
702	Turn Lanes and Median Openings	0	SY	\$ 75.00	\$ -
802	Surface Treatment (0.2 gal/sy, Prime Coat AE-P)	3,579	GAL	\$ 4.00	\$ 14,000

Paving Construction Cost Subtotal: \$ 1,517,000

Major Construction Component Allowances*

	Item Description	Notes	Allowance	Item Cost
✓	Traffic Control	Construction Phase Traffic Control	5%	\$ 76,000
✓	Pavement Markings/Signs/Posts	Includes Striping/Signs for Shared Paths	2%	\$ 30,000
✓	Roadway Drainage	Standard Internal System	35%	\$ 531,000
✓	Illumination		10%	\$ 152,000
	Special Drainage Structures	None Anticipated	0%	\$ -
✓	Water	Minor Adjustments	2%	\$ 30,000
✓	Sewer	Minor Adjustments	2%	\$ 30,000
✓	Turf and Erosion Control		3%	\$ 46,000
✓	Landscaping and Irrigation		2%	\$ 30,000
	Miscellaneous		0%	\$ -

*Allowances are based on percent of paving construction cost subtotal

Allowance Subtotal: \$ 925,000

Paving Construction Cost and Allowance Subtotal: \$ 2,442,000

Construction Contingency: 15% \$ 366,000

Mobilization: 10% \$ 244,000

Prep ROW: 4% \$ 98,000

Construction Cost Total: \$ 3,200,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:			\$ 3,200,000
Engineering/Survey/Testing:		16%	\$ 512,000
Previous City Contribution:			\$ -
Other:			\$ -
ROW/Easement Acquisition:			\$ 257,005

Impact Fee Project Cost Total: \$ 4,000,000

Note: These planning level cost projections listed in these tables have been developed for impact fee calculations only and should not be used for any future Capital Improvement Planning within the City of Leander. These planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

City of Leander
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley»Horn

Updated: 3/14/2022

Project Information:

Name: CR 270
Project Label: B-4
Service Area: B, ETJ/Other
Limits: 300' S OF NORWOOD DR to 250' N OF SAN
Impact Fee Class: Widen Substandard
Cross-Section: 3U
Roadway Class: Non-Residential Collector
Length (Feet): 1,550

Description:

This project consists of the reconstruction of the existing pavement to a three-lane non-residential collector.

Roadway Construction Cost Projection

Paving Construction Costs

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
102	Unclassified Street Excavation	4,473	CY	\$ 15.00	\$ 67,000
202	4" Asphalt (Type C)	1,781	Ton	\$ 80.00	\$ 142,000
302	13" Base	3,421	CY	\$ 45.00	\$ 154,000
402	Geogrid	9,473	SY	\$ 2.00	\$ 19,000
502	6' Concrete Sidewalk	18,601	SF	\$ 10.00	\$ 186,000
602	Machine Laid Curb & Gutter	6,200	LF	\$ 18.00	\$ 112,000
702	Turn Lanes and Median Openings	0	SY	\$ 75.00	\$ -
802	Surface Treatment (0.2 gal/sy, Prime Coat AE-P)	1,619	GAL	\$ 4.00	\$ 6,000

Paving Construction Cost Subtotal: \$ 686,000

Major Construction Component Allowances*

	Item Description	Notes	Allowance	Item Cost
✓	Traffic Control	Construction Phase Traffic Control	5%	\$ 34,000
✓	Pavement Markings/Signs/Posts	Includes Striping/Signs for Shared Paths	2%	\$ 14,000
✓	Roadway Drainage	Standard Internal System	35%	\$ 240,000
✓	Illumination		10%	\$ 69,000
	Special Drainage Structures	None Anticipated	0%	\$ -
✓	Water	Minor Adjustments	2%	\$ 14,000
✓	Sewer	Minor Adjustments	2%	\$ 14,000
✓	Turf and Erosion Control		3%	\$ 21,000
✓	Landscaping and Irrigation		2%	\$ 14,000
	Miscellaneous		0%	\$ -

*Allowances are based on percent of paving construction cost subtotal

Allowance Subtotal: \$ 420,000

Paving Construction Cost and Allowance Subtotal: \$ 1,106,000

Construction Contingency: 15% \$ 166,000

Mobilization: 10% \$ 111,000

Prep ROW: 4% \$ 44,000

Construction Cost Total: \$ 1,500,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:			\$ 1,500,000
Engineering/Survey/Testing:		16%	\$ 240,000
Previous City Contribution:			\$ -
Other:			\$ -
ROW/Easement Acquisition:			\$ 116,256

Impact Fee Project Cost Total: \$ 1,900,000

Note: These planning level cost projections listed in these tables have been developed for impact fee calculations only and should not be used for any future Capital Improvement Planning within the City of Leander. These planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

City of Leander
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley»Horn

Updated: 3/14/2022

Project Information:		Description:
Name:	CR 270	This project consists of the reconstruction of the existing pavement to a three-lane non-residential collector.
Project Label:	B-5	
Service Area:	B,	
Limits:	250' N OF SAN GABRIEL PKWY to SAN GAI	
Impact Fee Class:	Widen Substandard	
Cross-Section:	3U	
Roadway Class:	Non-Residential Collector	
Length (Feet):	260	

Roadway Construction Cost Projection

Paving Construction Costs

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
102	Unclassified Street Excavation	749	CY	\$ 15.00	\$ 11,000
202	4" Asphalt (Type C)	298	Ton	\$ 80.00	\$ 24,000
302	13" Base	573	CY	\$ 45.00	\$ 26,000
402	Geogrid	1,587	SY	\$ 2.00	\$ 3,000
502	6' Concrete Sidewalk	3,117	SF	\$ 10.00	\$ 31,000
602	Machine Laid Curb & Gutter	1,039	LF	\$ 18.00	\$ 19,000
702	Turn Lanes and Median Openings	0	SY	\$ 75.00	\$ -
802	Surface Treatment (0.2 gal/sy, Prime Coat AE-P)	271	GAL	\$ 4.00	\$ 1,000

Paving Construction Cost Subtotal: \$ 115,000

Major Construction Component Allowances*

	Item Description	Notes	Allowance	Item Cost
✓	Traffic Control	Construction Phase Traffic Control	5%	\$ 6,000
✓	Pavement Markings/Signs/Posts	Includes Striping/Signs for Shared Paths	2%	\$ 2,000
✓	Roadway Drainage	Standard Internal System	35%	\$ 40,000
✓	Illumination		10%	\$ 12,000
	Special Drainage Structures	None Anticipated	0%	\$ -
✓	Water	Minor Adjustments	2%	\$ 2,000
✓	Sewer	Minor Adjustments	2%	\$ 2,000
✓	Turf and Erosion Control		3%	\$ 3,000
✓	Landscaping and Irrigation		2%	\$ 2,000
	Miscellaneous		0%	\$ -

*Allowances are based on percent of paving construction cost subtotal

Allowance Subtotal: \$ 69,000

Paving Construction Cost and Allowance Subtotal: \$ 184,000

Construction Contingency: 15% \$ 28,000

Mobilization: 10% \$ 18,000

Prep ROW: 4% \$ 7,000

Construction Cost Total: \$ 300,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:			\$ 300,000
Engineering/Survey/Testing:		16%	\$ 48,000
Previous City Contribution:			\$ -
Other:			\$ -
ROW/Easement Acquisition:			\$ 19,479

Impact Fee Project Cost Total: \$ 400,000

Note: These planning level cost projections listed in these tables have been developed for impact fee calculations only and should not be used for any future Capital Improvement Planning within the City of Leander. These planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

City of Leander
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley»Horn

Updated: 3/14/2022

Project Information:		Description:
Name:	CR 270	This project consists of the reconstruction of the existing pavement to a three-lane non-residential collector.
Project Label:	B-6	
Service Area:	B, ETJ/Other	
Limits:	190' S OF SAN GABRIEL PKWY to 410' S OF	
Impact Fee Class:	Widen Substandard	
Cross-Section:	3U	
Roadway Class:	Non-Residential Collector	
Length (Feet):	208	

Roadway Construction Cost Projection

Paving Construction Costs

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
102	Unclassified Street Excavation	600	CY	\$ 15.00	\$ 9,000
202	4" Asphalt (Type C)	239	Ton	\$ 80.00	\$ 19,000
302	13" Base	459	CY	\$ 45.00	\$ 21,000
402	Geogrid	1,271	SY	\$ 2.00	\$ 3,000
502	6' Concrete Sidewalk	2,496	SF	\$ 10.00	\$ 25,000
602	Machine Laid Curb & Gutter	832	LF	\$ 18.00	\$ 15,000
702	Turn Lanes and Median Openings	0	SY	\$ 75.00	\$ -
802	Surface Treatment (0.2 gal/sy, Prime Coat AE-P)	217	GAL	\$ 4.00	\$ 1,000

Paving Construction Cost Subtotal: \$ 93,000

Major Construction Component Allowances*

	Item Description	Notes	Allowance	Item Cost
✓	Traffic Control	Construction Phase Traffic Control	5%	\$ 5,000
✓	Pavement Markings/Signs/Posts	Includes Striping/Signs for Shared Paths	2%	\$ 2,000
✓	Roadway Drainage	Standard Internal System	35%	\$ 33,000
✓	Illumination		10%	\$ 9,000
	Special Drainage Structures	None Anticipated	0%	\$ -
✓	Water	Minor Adjustments	2%	\$ 2,000
✓	Sewer	Minor Adjustments	2%	\$ 2,000
✓	Turf and Erosion Control		3%	\$ 3,000
✓	Landscaping and Irrigation		2%	\$ 2,000
	Miscellaneous		0%	\$ -

*Allowances are based on percent of paving construction cost subtotal

Allowance Subtotal: \$ 58,000

Paving Construction Cost and Allowance Subtotal: \$ 151,000

Construction Contingency: 15% \$ 23,000

Mobilization: 10% \$ 15,000

Prep ROW: 4% \$ 6,000

Construction Cost Total: \$ 200,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:			\$ 200,000
Engineering/Survey/Testing:		16%	\$ 32,000
Previous City Contribution:			\$ -
Other:			\$ -
ROW/Easement Acquisition:			\$ 15,602

Impact Fee Project Cost Total: \$ 200,000

Note: These planning level cost projections listed in these tables have been developed for impact fee calculations only and should not be used for any future Capital Improvement Planning within the City of Leander. These planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

City of Leander
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley»Horn

Updated: 3/14/2022

Project Information:		Description:
Name:	CR 270	This project consists of the reconstruction of the existing pavement to a three-lane non-residential collector.
Project Label:	B-7	
Service Area:	B,	
Limits:	410' S OF SAN GABRIEL PKWY to 680' S OF	
Impact Fee Class:	Widen Substandard	
Cross-Section:	3U	
Roadway Class:	Non-Residential Collector	
Length (Feet):	252	

Roadway Construction Cost Projection

Paving Construction Costs

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
102	Unclassified Street Excavation	727	CY	\$ 15.00	\$ 11,000
202	4" Asphalt (Type C)	289	Ton	\$ 80.00	\$ 23,000
302	13" Base	556	CY	\$ 45.00	\$ 25,000
402	Geogrid	1,539	SY	\$ 2.00	\$ 3,000
502	6' Concrete Sidewalk	3,021	SF	\$ 10.00	\$ 30,000
602	Machine Laid Curb & Gutter	1,007	LF	\$ 18.00	\$ 18,000
702	Turn Lanes and Median Openings	0	SY	\$ 75.00	\$ -
802	Surface Treatment (0.2 gal/sy, Prime Coat AE-P)	263	GAL	\$ 4.00	\$ 1,000
Paving Construction Cost Subtotal:					\$ 111,000

Major Construction Component Allowances*

	Item Description	Notes	Allowance	Item Cost
✓	Traffic Control	Construction Phase Traffic Control	5%	\$ 6,000
✓	Pavement Markings/Signs/Posts	Includes Striping/Signs for Shared Paths	2%	\$ 2,000
✓	Roadway Drainage	Standard Internal System	35%	\$ 39,000
✓	Illumination		10%	\$ 11,000
	Special Drainage Structures	None Anticipated	0%	\$ -
✓	Water	Minor Adjustments	2%	\$ 2,000
✓	Sewer	Minor Adjustments	2%	\$ 2,000
✓	Turf and Erosion Control		3%	\$ 3,000
✓	Landscaping and Irrigation		2%	\$ 2,000
	Miscellaneous		0%	\$ -
*Allowances are based on percent of paving construction cost subtotal			Allowance Subtotal:	\$ 67,000

Paving Construction Cost and Allowance Subtotal: \$ 178,000

Construction Contingency: 15% \$ 27,000

Mobilization: 10% \$ 18,000

Prep ROW: 4% \$ 7,000

Construction Cost Total: \$ 300,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:			\$ 300,000
Engineering/Survey/Testing:		16%	\$ 48,000
Previous City Contribution:			\$ -
Other:			\$ -
ROW/Easement Acquisition:			\$ 18,883

Impact Fee Project Cost Total: \$ 400,000

Note: These planning level cost projections listed in these tables have been developed for impact fee calculations only and should not be used for any future Capital Improvement Planning within the City of Leander. These planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

City of Leander
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley»Horn

Updated: 3/14/2022

Project Information:		Description:
Name:	CR 270	This project consists of the reconstruction of the existing pavement to a three-lane non-residential collector.
Project Label:	B-8	
Service Area:	B, ETJ/Other	
Limits:	680' S OF SAN GABRIEL PKWY to 1,500' S	
Impact Fee Class:	Widen Substandard	
Cross-Section:	3U	
Roadway Class:	Non-Residential Collector	
Length (Feet):	809	

Roadway Construction Cost Projection

Paving Construction Costs

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
102	Unclassified Street Excavation	2,334	CY	\$ 15.00	\$ 35,000
202	4" Asphalt (Type C)	929	Ton	\$ 80.00	\$ 74,000
302	13" Base	1,785	CY	\$ 45.00	\$ 80,000
402	Geogrid	4,944	SY	\$ 2.00	\$ 10,000
502	6' Concrete Sidewalk	9,707	SF	\$ 10.00	\$ 97,000
602	Machine Laid Curb & Gutter	3,236	LF	\$ 18.00	\$ 58,000
702	Turn Lanes and Median Openings	0	SY	\$ 75.00	\$ -
802	Surface Treatment (0.2 gal/sy, Prime Coat AE-P)	845	GAL	\$ 4.00	\$ 3,000

Paving Construction Cost Subtotal: \$ 357,000

Major Construction Component Allowances*

	Item Description	Notes	Allowance	Item Cost
✓	Traffic Control	Construction Phase Traffic Control	5%	\$ 18,000
✓	Pavement Markings/Signs/Posts	Includes Striping/Signs for Shared Paths	2%	\$ 7,000
✓	Roadway Drainage	Standard Internal System	35%	\$ 125,000
✓	Illumination		10%	\$ 36,000
	Special Drainage Structures	None Anticipated	0%	\$ -
✓	Water	Minor Adjustments	2%	\$ 7,000
✓	Sewer	Minor Adjustments	2%	\$ 7,000
✓	Turf and Erosion Control		3%	\$ 11,000
✓	Landscaping and Irrigation		2%	\$ 7,000
	Miscellaneous		0%	\$ -

*Allowances are based on percent of paving construction cost subtotal

Allowance Subtotal: \$ 218,000

Paving Construction Cost and Allowance Subtotal: \$ 575,000

Construction Contingency: 15% \$ 86,000

Mobilization: 10% \$ 58,000

Prep ROW: 4% \$ 23,000

Construction Cost Total: \$ 800,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:			\$ 800,000
Engineering/Survey/Testing:		16%	\$ 128,000
Previous City Contribution:			\$ -
Other:			\$ -
ROW/Easement Acquisition:			\$ 60,671

Impact Fee Project Cost Total: \$ 1,000,000

Note: These planning level cost projections listed in these tables have been developed for impact fee calculations only and should not be used for any future Capital Improvement Planning within the City of Leander. These planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

City of Leander
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley»Horn

Updated: 3/14/2022

Project Information:		Description:
Name:	CR 270	This project consists of the reconstruction of the existing pavement to a three-lane non-residential collector.
Project Label:	B-9	
Service Area:	B,	
Limits:	2,400' N OF HERO WAY to 1,990' N OF HER	
Impact Fee Class:	Widen Substandard	
Cross-Section:	3U	
Roadway Class:	Non-Residential Collector	
Length (Feet):	422	

Roadway Construction Cost Projection

Paving Construction Costs

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
102	Unclassified Street Excavation	1,217	CY	\$ 15.00	\$ 18,000
202	4" Asphalt (Type C)	485	Ton	\$ 80.00	\$ 39,000
302	13" Base	931	CY	\$ 45.00	\$ 42,000
402	Geogrid	2,578	SY	\$ 2.00	\$ 5,000
502	6' Concrete Sidewalk	5,062	SF	\$ 10.00	\$ 51,000
602	Machine Laid Curb & Gutter	1,687	LF	\$ 18.00	\$ 30,000
702	Turn Lanes and Median Openings	0	SY	\$ 75.00	\$ -
802	Surface Treatment (0.2 gal/sy, Prime Coat AE-P)	441	GAL	\$ 4.00	\$ 2,000

Paving Construction Cost Subtotal: \$ 187,000

Major Construction Component Allowances*

	Item Description	Notes	Allowance	Item Cost
✓	Traffic Control	Construction Phase Traffic Control	5%	\$ 9,000
✓	Pavement Markings/Signs/Posts	Includes Striping/Signs for Shared Paths	2%	\$ 4,000
✓	Roadway Drainage	Standard Internal System	35%	\$ 65,000
✓	Illumination		10%	\$ 19,000
	Special Drainage Structures	None Anticipated	0%	\$ -
✓	Water	Minor Adjustments	2%	\$ 4,000
✓	Sewer	Minor Adjustments	2%	\$ 4,000
✓	Turf and Erosion Control		3%	\$ 6,000
✓	Landscaping and Irrigation		2%	\$ 4,000
	Miscellaneous		0%	\$ -

*Allowances are based on percent of paving construction cost subtotal

Allowance Subtotal: \$ 115,000

Paving Construction Cost and Allowance Subtotal: \$ 302,000

Construction Contingency: 15% \$ 45,000

Mobilization: 10% \$ 30,000

Prep ROW: 4% \$ 12,000

Construction Cost Total: \$ 400,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:			\$ 400,000
Engineering/Survey/Testing:		16%	\$ 64,000
Previous City Contribution:			\$ -
Other:			\$ -
ROW/Easement Acquisition:			\$ 31,634

Impact Fee Project Cost Total: \$ 500,000

Note: These planning level cost projections listed in these tables have been developed for impact fee calculations only and should not be used for any future Capital Improvement Planning within the City of Leander. These planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

City of Leander
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley»Horn

Updated: 3/14/2022

Project Information:		Description:
Name:	CR 270	This project consists of the reconstruction of the existing pavement to a three-lane non-residential collector.
Project Label:	B-10	
Service Area:	B, ETJ/Other	
Limits:	1,990 N' OF HERO WAY to 1,550' N OF HER	
Impact Fee Class:	Widen Substandard	
Cross-Section:	3U	
Roadway Class:	Non-Residential Collector	
Length (Feet):	423	

Roadway Construction Cost Projection

Paving Construction Costs

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
102	Unclassified Street Excavation	1,220	CY	\$ 15.00	\$ 18,000
202	4" Asphalt (Type C)	486	Ton	\$ 80.00	\$ 39,000
302	13" Base	933	CY	\$ 45.00	\$ 42,000
402	Geogrid	2,583	SY	\$ 2.00	\$ 5,000
502	6' Concrete Sidewalk	5,073	SF	\$ 10.00	\$ 51,000
602	Machine Laid Curb & Gutter	1,691	LF	\$ 18.00	\$ 30,000
702	Turn Lanes and Median Openings	0	SY	\$ 75.00	\$ -
802	Surface Treatment (0.2 gal/sy, Prime Coat AE-P)	442	GAL	\$ 4.00	\$ 2,000

Paving Construction Cost Subtotal: \$ 187,000

Major Construction Component Allowances*

	Item Description	Notes	Allowance	Item Cost
✓	Traffic Control	Construction Phase Traffic Control	5%	\$ 9,000
✓	Pavement Markings/Signs/Posts	Includes Striping/Signs for Shared Paths	2%	\$ 4,000
✓	Roadway Drainage	Standard Internal System	35%	\$ 65,000
✓	Illumination		10%	\$ 19,000
	Special Drainage Structures	None Anticipated	0%	\$ -
✓	Water	Minor Adjustments	2%	\$ 4,000
✓	Sewer	Minor Adjustments	2%	\$ 4,000
✓	Turf and Erosion Control		3%	\$ 6,000
✓	Landscaping and Irrigation		2%	\$ 4,000
	Miscellaneous		0%	\$ -

*Allowances are based on percent of paving construction cost subtotal

Allowance Subtotal: \$ 115,000

Paving Construction Cost and Allowance Subtotal: \$ 302,000

Construction Contingency: 15% \$ 45,000

Mobilization: 10% \$ 30,000

Prep ROW: 4% \$ 12,000

Construction Cost Total: \$ 400,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:			\$ 400,000
Engineering/Survey/Testing:		16%	\$ 64,000
Previous City Contribution:			\$ -
Other:			\$ -
ROW/Easement Acquisition:			\$ 31,706

Impact Fee Project Cost Total: \$ 500,000

Note: These planning level cost projections listed in these tables have been developed for impact fee calculations only and should not be used for any future Capital Improvement Planning within the City of Leander. These planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

City of Leander
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley»Horn

Updated: 3/14/2022

Project Information:		Description:
Name:	CR 270	This project consists of the reconstruction of the existing pavement to a three-lane non-residential collector.
Project Label:	B-11	
Service Area:	B,	
Limits:	1,550' N OF HERO WAY to 405' N OF HERO	
Impact Fee Class:	Widen Substandard	
Cross-Section:	3U	
Roadway Class:	Non-Residential Collector	
Length (Feet):	1,149	

Roadway Construction Cost Projection

Paving Construction Costs

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
102	Unclassified Street Excavation	3,315	CY	\$ 15.00	\$ 50,000
202	4" Asphalt (Type C)	1,320	Ton	\$ 80.00	\$ 106,000
302	13" Base	2,535	CY	\$ 45.00	\$ 114,000
402	Geogrid	7,021	SY	\$ 2.00	\$ 14,000
502	6' Concrete Sidewalk	13,786	SF	\$ 10.00	\$ 138,000
602	Machine Laid Curb & Gutter	4,595	LF	\$ 18.00	\$ 83,000
702	Turn Lanes and Median Openings	0	SY	\$ 75.00	\$ -
802	Surface Treatment (0.2 gal/sy, Prime Coat AE-P)	1,200	GAL	\$ 4.00	\$ 5,000

Paving Construction Cost Subtotal: \$ 510,000

Major Construction Component Allowances*

	Item Description	Notes	Allowance	Item Cost
✓	Traffic Control	Construction Phase Traffic Control	5%	\$ 26,000
✓	Pavement Markings/Signs/Posts	Includes Striping/Signs for Shared Paths	2%	\$ 10,000
✓	Roadway Drainage	Standard Internal System	35%	\$ 179,000
✓	Illumination		10%	\$ 51,000
	Special Drainage Structures	None Anticipated	0%	\$ -
✓	Water	Minor Adjustments	2%	\$ 10,000
✓	Sewer	Minor Adjustments	2%	\$ 10,000
✓	Turf and Erosion Control		3%	\$ 15,000
✓	Landscaping and Irrigation		2%	\$ 10,000
	Miscellaneous		0%	\$ -

*Allowances are based on percent of paving construction cost subtotal

Allowance Subtotal: \$ 311,000

Paving Construction Cost and Allowance Subtotal: \$ 821,000

Construction Contingency: 15% \$ 123,000

Mobilization: 10% \$ 82,000

Prep ROW: 4% \$ 33,000

Construction Cost Total: \$ 1,100,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:			\$ 1,100,000
Engineering/Survey/Testing:		16%	\$ 176,000
Previous City Contribution:			\$ -
Other:			\$ -
ROW/Easement Acquisition:			\$ 86,161

Impact Fee Project Cost Total: \$ 1,400,000

Note: These planning level cost projections listed in these tables have been developed for impact fee calculations only and should not be used for any future Capital Improvement Planning within the City of Leander. These planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

City of Leander
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley»Horn

Updated: 3/14/2022

Project Information:		Description:
Name:	CR 270	This project consists of the reconstruction of the existing pavement to a three-lane non-residential collector.
Project Label:	B-12	
Service Area:	B,	
Limits:	405' N OF HERO WAY to HERO WAY	
Impact Fee Class:	Widen Substandard	
Cross-Section:	3U	
Roadway Class:	Non-Residential Collector	
Length (Feet):	404	

Roadway Construction Cost Projection

Paving Construction Costs

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
102	Unclassified Street Excavation	1,166	CY	\$ 15.00	\$ 17,000
202	4" Asphalt (Type C)	464	Ton	\$ 80.00	\$ 37,000
302	13" Base	892	CY	\$ 45.00	\$ 40,000
402	Geogrid	2,470	SY	\$ 2.00	\$ 5,000
502	6' Concrete Sidewalk	4,849	SF	\$ 10.00	\$ 48,000
602	Machine Laid Curb & Gutter	1,616	LF	\$ 18.00	\$ 29,000
702	Turn Lanes and Median Openings	0	SY	\$ 75.00	\$ -
802	Surface Treatment (0.2 gal/sy, Prime Coat AE-P)	422	GAL	\$ 4.00	\$ 2,000

Paving Construction Cost Subtotal: \$ 178,000

Major Construction Component Allowances*

	Item Description	Notes	Allowance	Item Cost
✓	Traffic Control	Construction Phase Traffic Control	5%	\$ 9,000
✓	Pavement Markings/Signs/Posts	Includes Striping/Signs for Shared Paths	2%	\$ 4,000
✓	Roadway Drainage	Standard Internal System	35%	\$ 62,000
✓	Illumination		10%	\$ 18,000
	Special Drainage Structures	None Anticipated	0%	\$ -
✓	Water	Minor Adjustments	2%	\$ 4,000
✓	Sewer	Minor Adjustments	2%	\$ 4,000
✓	Turf and Erosion Control		3%	\$ 5,000
✓	Landscaping and Irrigation		2%	\$ 4,000
	Miscellaneous		0%	\$ -

*Allowances are based on percent of paving construction cost subtotal

Allowance Subtotal: \$ 110,000

Paving Construction Cost and Allowance Subtotal: \$ 288,000

Construction Contingency: 15% \$ 43,000

Mobilization: 10% \$ 29,000

Prep ROW: 4% \$ 12,000

Construction Cost Total: \$ 400,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:			\$ 400,000
Engineering/Survey/Testing:		16%	\$ 64,000
Previous City Contribution:			\$ -
Other:			\$ -
ROW/Easement Acquisition:			\$ 30,308

Impact Fee Project Cost Total: \$ 500,000

Note: These planning level cost projections listed in these tables have been developed for impact fee calculations only and should not be used for any future Capital Improvement Planning within the City of Leander. These planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

City of Leander
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley»Horn

Updated: 3/14/2022

Project Information:		Description:
Name:	Raider Way	This project consists of the reconstruction of the existing pavement to two thirds of a six-lane arterial.
Project Label:	B-13	
Service Area:	B,	
Limits:	SAN GABRIEL PKWY to HERO WAY	
Impact Fee Class:	New Collector	
Cross-Section:	3U	
Roadway Class:	Non-Residential Collector	
Length (Feet):	3,596	

Roadway Construction Cost Projection

Paving Construction Costs

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
102	Unclassified Street Excavation	10,378	CY	\$ 15.00	\$ 156,000
202	4" Asphalt (Type C)	4,131	Ton	\$ 80.00	\$ 331,000
302	13" Base	7,936	CY	\$ 45.00	\$ 357,000
402	Geogrid	21,976	SY	\$ 2.00	\$ 44,000
502	6' Concrete Sidewalk	43,153	SF	\$ 10.00	\$ 432,000
602	Machine Laid Curb & Gutter	14,384	LF	\$ 18.00	\$ 259,000
702	Turn Lanes and Median Openings	0	SY	\$ 75.00	\$ -
802	Surface Treatment (0.2 gal/sy, Prime Coat AE-P)	3,756	GAL	\$ 4.00	\$ 15,000

Paving Construction Cost Subtotal: \$ 1,594,000

Major Construction Component Allowances*

	Item Description	Notes	Allowance	Item Cost
✓	Traffic Control	None Anticipated	5%	\$ 80,000
✓	Pavement Markings/Signs/Posts	Includes Striping/Signs for Shared Paths	2%	\$ 32,000
✓	Roadway Drainage	Standard Internal System	35%	\$ 558,000
✓	Illumination		10%	\$ 159,000
	Special Drainage Structures	None Anticipated	0%	\$ -
✓	Water	Minor Adjustments	2%	\$ 32,000
✓	Sewer	Minor Adjustments	2%	\$ 32,000
✓	Turf and Erosion Control		3%	\$ 48,000
✓	Landscaping and Irrigation		2%	\$ 32,000
	Miscellaneous		0%	\$ -

*Allowances are based on percent of paving construction cost subtotal

Allowance Subtotal: \$ 973,000

Paving Construction Cost and Allowance Subtotal: \$ 2,567,000

Construction Contingency: 15% \$ 385,000

Mobilization: 10% \$ 257,000

Prep ROW: 4% \$ 103,000

Construction Cost Total: \$ 3,400,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:			\$ 3,400,000
Engineering/Survey/Testing:		16%	\$ 544,000
Previous City Contribution:			\$ -
Other:			\$ -
ROW/Easement Acquisition:			\$ 1,078,821

Impact Fee Project Cost Total: \$ 5,000,000

Note: These planning level cost projections listed in these tables have been developed for impact fee calculations only and should not be used for any future Capital Improvement Planning within the City of Leander. These planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

City of Leander
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley»Horn

Updated: 3/14/2022

Project Information:		Description:
Name:	San Gabriel Pkwy	This project consists of the construction of a new four-lane arterial.
Project Label:	B-14	
Service Area:	B, ETJ/Other	
Limits:	CR 270 to 1,415' E of CR 270	
Impact Fee Class:	New 4-Lane Arterial (1/2)	
Cross-Section:	4U	
Roadway Class:	Arterial 4-Lane	
Length (Feet):	1,414	

Roadway Construction Cost Projection

Paving Construction Costs

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
105	Unclassified Street Excavation	6,223	CY	\$ 15.00	\$ 93,000
205	6" Asphalt (Type C)	2,385	Ton	\$ 80.00	\$ 191,000
305	17" Base	4,599	CY	\$ 45.00	\$ 207,000
405	Geogrid	9,740	SY	\$ 2.00	\$ 19,000
505	10' Concrete Sidewalk	28,277	SF	\$ 10.00	\$ 283,000
605	Machine Laid Curb & Gutter	2,828	LF	\$ 18.00	\$ 51,000
705	Turn Lanes and Median Openings	1,035	SY	\$ 77.00	\$ 80,000
805	Surface Treatment (0.2 gal/sy, Prime Coat AE-P)	1,445	GAL	\$ 4.00	\$ 6,000

Paving Construction Cost Subtotal: \$ 930,000

Major Construction Component Allowances*

	Item Description	Notes	Allowance	Item Cost
✓	Traffic Control	None Anticipated	5%	\$ 47,000
✓	Pavement Markings/Signs/Posts	Includes Striping/Signs for Shared Paths	2%	\$ 19,000
✓	Roadway Drainage	Standard Internal System	35%	\$ 326,000
✓	Illumination		10%	\$ 93,000
	Special Drainage Structures	None Anticipated	0%	\$ -
✓	Water	Minor Adjustments	2%	\$ 19,000
✓	Sewer	Minor Adjustments	2%	\$ 19,000
✓	Turf and Erosion Control		3%	\$ 28,000
✓	Landscaping and Irrigation		2%	\$ 19,000
	Miscellaneous		0%	\$ -

*Allowances are based on percent of paving construction cost subtotal

Allowance Subtotal: \$ 570,000

Paving Construction Cost and Allowance Subtotal: \$ 1,500,000

Construction Contingency: 15% \$ 225,000

Mobilization: 10% \$ 150,000

Prep ROW: 4% \$ 60,000

Construction Cost Total: \$ 2,000,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:			\$ 2,000,000
Engineering/Survey/Testing:		16%	\$ 320,000
Previous City Contribution:			\$ -
Other:			\$ -
ROW/Easement Acquisition:			\$ 424,152

Impact Fee Project Cost Total: \$ 2,700,000

Note: These planning level cost projections listed in these tables have been developed for impact fee calculations only and should not be used for any future Capital Improvement Planning within the City of Leander. These planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

City of Leander
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley»Horn

Updated: 3/14/2022

Project Information:		Description:
Name:	San Gabriel Pkwy	This project consists of the construction of a new four-lane arterial.
Project Label:	B-15	
Service Area:	B,	
Limits:	1,415' E of CR 270 to 375' W of Logan Del W	
Impact Fee Class:	New 4-Lane Arterial (1/2)	
Cross-Section:	4U	
Roadway Class:	Arterial 4-Lane	
Length (Feet):	1,654	

Roadway Construction Cost Projection

Paving Construction Costs

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
105	Unclassified Street Excavation	7,280	CY	\$ 15.00	\$ 109,000
205	6" Asphalt (Type C)	2,790	Ton	\$ 80.00	\$ 223,000
305	17" Base	5,381	CY	\$ 45.00	\$ 242,000
405	Geogrid	11,395	SY	\$ 2.00	\$ 23,000
505	10' Concrete Sidewalk	33,082	SF	\$ 10.00	\$ 331,000
605	Machine Laid Curb & Gutter	3,308	LF	\$ 18.00	\$ 60,000
705	Turn Lanes and Median Openings	1,211	SY	\$ 77.00	\$ 93,000
805	Surface Treatment (0.2 gal/sy, Prime Coat AE-P)	1,691	GAL	\$ 4.00	\$ 7,000

Paving Construction Cost Subtotal: \$ 1,088,000

Major Construction Component Allowances*

	Item Description	Notes	Allowance	Item Cost
✓	Traffic Control	None Anticipated	5%	\$ 54,000
✓	Pavement Markings/Signs/Posts	Includes Striping/Signs for Shared Paths	2%	\$ 22,000
✓	Roadway Drainage	Standard Internal System	35%	\$ 381,000
✓	Illumination		10%	\$ 109,000
	Special Drainage Structures	None Anticipated	0%	\$ -
✓	Water	Minor Adjustments	2%	\$ 22,000
✓	Sewer	Minor Adjustments	2%	\$ 22,000
✓	Turf and Erosion Control		3%	\$ 33,000
✓	Landscaping and Irrigation		2%	\$ 22,000
	Miscellaneous		0%	\$ -

*Allowances are based on percent of paving construction cost subtotal

Allowance Subtotal: \$ 665,000

Paving Construction Cost and Allowance Subtotal: \$ 1,753,000

Construction Contingency: 15% \$ 263,000

Mobilization: 10% \$ 175,000

Prep ROW: 4% \$ 70,000

Construction Cost Total: \$ 2,300,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:			\$ 2,300,000
Engineering/Survey/Testing:		16%	\$ 368,000
Previous City Contribution:			\$ -
Other:			\$ -
ROW/Easement Acquisition:			\$ 496,234

Impact Fee Project Cost Total: \$ 3,200,000

Note: These planning level cost projections listed in these tables have been developed for impact fee calculations only and should not be used for any future Capital Improvement Planning within the City of Leander. These planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

City of Leander
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley»Horn

Updated: 3/14/2022

Project Information:		Description:
Name:	San Gabriel Pkwy	This project consists of the reconstruction of the existing pavement to a four-lane arterial.
Project Label:	B-16	
Service Area:	B,	
Limits:	865' W of Ronald Reagan Blvd to Ronald Re	
Impact Fee Class:	Widen 4-Lane Arterial	
Cross-Section:	4U	
Roadway Class:	Arterial 4-Lane	
Length (Feet):	875	

Roadway Construction Cost Projection

Paving Construction Costs

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
105	Unclassified Street Excavation	3,849	CY	\$ 15.00	\$ 58,000
205	6" Asphalt (Type C)	1,475	Ton	\$ 80.00	\$ 118,000
305	17" Base	2,845	CY	\$ 45.00	\$ 128,000
405	Geogrid	6,025	SY	\$ 2.00	\$ 12,000
505	10' Concrete Sidewalk	17,492	SF	\$ 10.00	\$ 175,000
605	Machine Laid Curb & Gutter	1,749	LF	\$ 18.00	\$ 31,000
705	Turn Lanes and Median Openings	640	SY	\$ 77.00	\$ 49,000
805	Surface Treatment (0.2 gal/sy, Prime Coat AE-P)	894	GAL	\$ 4.00	\$ 4,000

Paving Construction Cost Subtotal: \$ 575,000

Major Construction Component Allowances*

	Item Description	Notes	Allowance	Item Cost
✓	Traffic Control	Construction Phase Traffic Control	5%	\$ 29,000
✓	Pavement Markings/Signs/Posts	Includes Striping/Signs for Shared Paths	2%	\$ 12,000
✓	Roadway Drainage	Standard Internal System	35%	\$ 201,000
✓	Illumination		10%	\$ 58,000
	Special Drainage Structures	None Anticipated	0%	\$ -
✓	Water	Minor Adjustments	2%	\$ 12,000
✓	Sewer	Minor Adjustments	2%	\$ 12,000
✓	Turf and Erosion Control		3%	\$ 17,000
✓	Landscaping and Irrigation		2%	\$ 12,000
	Miscellaneous		0%	\$ -

*Allowances are based on percent of paving construction cost subtotal

Allowance Subtotal: \$ 353,000

Paving Construction Cost and Allowance Subtotal: \$ 928,000

Construction Contingency: 15% \$ 139,000

Mobilization: 10% \$ 93,000

Prep ROW: 4% \$ 37,000

Construction Cost Total: \$ 1,200,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:			\$ 1,200,000
Engineering/Survey/Testing:		16%	\$ 192,000
Previous City Contribution:			\$ -
Other:			\$ -
ROW/Easement Acquisition:			\$ 65,595

Impact Fee Project Cost Total: \$ 1,500,000

Note: These planning level cost projections listed in these tables have been developed for impact fee calculations only and should not be used for any future Capital Improvement Planning within the City of Leander. These planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

City of Leander
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection



Updated: 3/14/2022

Project Information:

Name: Hero Way ROW
Project Label: B-17, D-30
Service Area: B, D
Limits: US 183 to RM 2243
Impact Fee Class: New 3-Lane Frontage
Cross-Section: 3U
Roadway Class: Access Controlled
Length (Feet): 12,372

Description:

This project includes the City of Leander's anticipated contribution towards ROW purchases for the Hero Way project led by Williamson County and TxDOT.

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:			
Engineering/Survey/Testing:			
Previous City Contribution:			
Other:			
ROW/Easement Acquisition:			\$ 13,900,000

Impact Fee Project Cost Total: \$ 13,900,000

Note: These planning level cost projections listed in these tables have been developed for impact fee calculations only and should not be used for any future Capital Improvement Planning within the City of Leander. These planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

City of Leander - 2022 Roadway Impact Fee Study
Capital Improvement Plan for Roadway Impact Fees
Summary of Conceptual Level Project Cost Projections

Last Modified: 3/14/2022

Street Improvements - Service Area C

Project #	Street Name	Project Limits	Ultimate Roadway Class	Impact Fee Class	Project Source	Percent in Service Area	Project Cost	Total Cost in Service Area
C-1	Nameless Rd	From TRAVISSE PKWY To 2,475' NW OF RM 1431	Arterial 4-Lane	Widen 4-Lane Arterial	TMP	50%	\$ 9,400,000	\$ 4,700,000
C-2	Lakeline Blvd	From HERO WAY To 2,815' SE OF HERO WAY	Arterial 4-Lane	Widen 4-Lane Arterial (1/2)	TMP	100%	\$ 5,000,000	\$ 5,000,000
C-3	Lakeline Blvd	From 2,815' SE OF HERO WAY To 1,765' SE OF VISTA RIDGE	Arterial 4-Lane	Widen 4-Lane Arterial (1/2)	TMP	50%	\$ 5,700,000	\$ 2,850,000
C-4	Lakeline Blvd	From 1,765' SE OF VISTA RIDGE To 550' NW OF STINNETT DR	Arterial 4-Lane	Widen 4-Lane Arterial (1/2)	TMP	100%	\$ 1,300,000	\$ 1,300,000
C-5	Bagdad Rd	From HERO WAY To 2,595' S OF HERO WAY	Arterial 6-Lane	Access Management	TMP	100%	\$ 800,000	\$ 800,000
C-6	Bagdad Rd	From 2,595' S OF HERO WAY To 475' N OF VISTA RIDGE DR	Arterial 6-Lane	Access Management	TMP	50%	\$ 100,000	\$ 50,000
C-7	Bagdad Rd	From 475' N OF VISTA RIDGE DR To 2,065' S OF OSAGE DR	Arterial 6-Lane	Access Management	TMP	100%	\$ 3,900,000	\$ 3,900,000
C-8	S West Dr	From W SOUTH ST To 870' N OF SONNY DR	Non-Residential Collector	Widen Collector	TMP	100%	\$ 3,200,000	\$ 3,200,000
C-9, D-25	US 183	From HERO WAY To 195' S OF OSAGE DR	Arterial 6-Lane	Access Management	TMP	50%	\$ 4,500,000	\$ 2,250,000
C-10	W South St	From WEST DR To US 183	Non-Residential Collector	Widen Substandard	TMP	100%	\$ 1,200,000	\$ 1,200,000
C-11	Crystal Falls Pkwy	From CANTINA SKY To FIRST VIEW	Residential Collector	Access Management	TMP	100%	\$ 500,000	\$ 500,000
C-12	Osage Dr	From 315' E OF PAINTED SKY BEND To BAGDAD RD	Residential Collector	Access Management	TMP	100%	\$ 500,000	\$ 500,000
A-20, C-13	Hero Way	From 1,100' E OF SAN GABRIEL PKWY To 900' W OF LAKELINE BLVD	Arterial 4-Lane	Widen 4-Lane Arterial	Roadway Newly Identified	50%	\$ 11,100,000	\$ 5,550,000
A-21, C-14	Hero Way	From LAKELINE BLVD To US 183	Arterial 4-Lane	Access Management	Roadway Newly Identified; 2016-CO Bond; 2015-CO Bond	50%	\$ 22,757,707	\$ 11,378,854
C-15	Municipal Dr	From Nothern Hills To S West Dr	Non-Residential Collector	Widen Collector	2015-CO Bond	100%	\$ 2,494,024	\$ 2,494,024
Total							\$ 72,451,731	\$ 45,672,878

Signal Installation and Intersection Improvements - Service Area C

Project #	Project Source	Intersection	Project Type	Percent in Service Area	Project Cost	Total Cost in Service Area
ACDEI-1	TMP - ICE	Hero Way and US 183	Other Capacity	25%	\$ 298,750	\$ 74,688
ABCDEI-2	TMP	City of Leander Signal Upgrades	ITS Upgrades	20%	\$ 2,000,000	\$ 400,000
CDI-2	TMP - ICE	Crystal Falls Pkwy and US 183	Other Capacity	50%	\$ 355,000	\$ 177,500
CDI-3	TMP - ICE	W South St and US 183	Other Capacity	50%	\$ 194,000	\$ 97,000
CI-1	TMP - ICE	Crystal Falls Pkwy and Lakeline Blvd	Other Capacity	100%	\$ 472,250	\$ 472,250
CI-4	2018-GO Bond	W South St and West Dr	Roundabout	100%	\$ 1,200,000	\$ 1,200,000
CI-5	TMP	E Crystal Falls Pkwy and S West St	Signal	100%	\$ 400,000	\$ 400,000
CI-6	TMP	Sonny Dr and Lakeline Blvd	Signal	100%	\$ 400,000	\$ 400,000
CI-7	TMP	Sonny Dr and Bagdad Rd	Signal	100%	\$ 400,000	\$ 400,000
CI-8	TMP	RM 1431 and Travisso Pkwy	Other Capacity	20%	\$ 400,000	\$ 80,000
Total					\$ 6,120,000	\$ 3,701,438

Note: These planning level cost projections listed in these tables have been developed for impact fee calculations only and should not be used for any future Capital Improvement Planning within the City of Leander. These planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

Project Source and Impact Fee Class Definitions:

Project Source

Transportation Master Plan - Projects identified in the 2021 Transportation Master Plan

Bond Projects - Projects identified in the previous transportation bonds with auto capacity related improvements and outstanding d

2021 Five-Year CIP - Projects identified in the five-year CIP, but not included in the Transportation Master Plan

Intersection Newly Identified - Intersection improvements identified during the development of the RIF CIP

Roadway Newly Identified - Roadway improvements identified during the development of the RIF CIP

Impact Fee Class

New - Either a new street connection or new intersection where a signal is recommended

Existing - Existing segments with capacity related improvements

Widening - Widening of an existing street to add pavement outside the existing curbs

Access Management - Converting a two-way left-turn lane to a median

City of Leander
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley»Horn

Updated: 3/14/2022

Project Information:		Description:
Name:	Nameless Rd	This project consists of the reconstruction of the existing pavement to a four-lane arterial.
Project Label:	C-1	
Service Area:	C, ETJ/Other	
Limits:	TRAVISSO PKWY to 2,475' NW OF RM 143	
Impact Fee Class:	Widen 4-Lane Arterial	
Cross-Section:	4D	
Roadway Class:	Arterial 4-Lane	
Length (Feet):	5,587	

Roadway Construction Cost Projection

Paving Construction Costs

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
105	Unclassified Street Excavation	24,589	CY	\$ 15.00	\$ 369,000
205	6" Asphalt (Type C)	9,423	Ton	\$ 80.00	\$ 754,000
305	17" Base	18,174	CY	\$ 45.00	\$ 818,000
405	Geogrid	38,487	SY	\$ 2.00	\$ 77,000
505	10' Concrete Sidewalk	111,735	SF	\$ 10.00	\$ 1,117,000
605	Machine Laid Curb & Gutter	11,174	LF	\$ 18.00	\$ 201,000
705	Turn Lanes and Median Openings	4,091	SY	\$ 77.00	\$ 315,000
805	Surface Treatment (0.2 gal/sy, Prime Coat AE-P)	5,711	GAL	\$ 4.00	\$ 23,000

Paving Construction Cost Subtotal: \$ 3,674,000

Major Construction Component Allowances*

	Item Description	Notes	Allowance	Item Cost
✓	Traffic Control	Construction Phase Traffic Control	5%	\$ 184,000
✓	Pavement Markings/Signs/Posts	Includes Striping/Signs for Shared Paths	2%	\$ 73,000
✓	Roadway Drainage	Standard Internal System	35%	\$ 1,286,000
✓	Illumination		10%	\$ 367,000
	Special Drainage Structures	None Anticipated	0%	\$ -
✓	Water	Minor Adjustments	2%	\$ 73,000
✓	Sewer	Minor Adjustments	2%	\$ 73,000
✓	Turf and Erosion Control		3%	\$ 110,000
✓	Landscaping and Irrigation		2%	\$ 73,000
	Miscellaneous		0%	\$ -

*Allowances are based on percent of paving construction cost subtotal

Allowance Subtotal: \$ 2,239,000

Paving Construction Cost and Allowance Subtotal: \$ 5,913,000

Construction Contingency: 15% \$ 887,000

Mobilization: 10% \$ 591,000

Prep ROW: 4% \$ 237,000

Construction Cost Total: \$ 7,700,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:			\$ 7,700,000
Engineering/Survey/Testing:		16%	\$ 1,232,000
Previous City Contribution:			\$ -
Other:			\$ -
ROW/Easement Acquisition:			\$ 419,008

Impact Fee Project Cost Total: \$ 9,400,000

Note: These planning level cost projections listed in these tables have been developed for impact fee calculations only and should not be used for any future Capital Improvement Planning within the City of Leander. These planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

City of Leander
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley»Horn

Updated: 3/14/2022

Project Information:		Description:
Name:	Lakeline Blvd	This project consists of the reconstruction of the existing pavement to a four-lane arterial.
Project Label:	C-2	
Service Area:	C,	
Limits:	HERO WAY to 2,815' SE OF HERO WAY	
Impact Fee Class:	Widen 4-Lane Arterial (1/2)	
Cross-Section:	4D	
Roadway Class:	Arterial 4-Lane	
Length (Feet):	2,930	

Roadway Construction Cost Projection

Paving Construction Costs

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
105	Unclassified Street Excavation	12,894	CY	\$ 15.00	\$ 193,000
205	6" Asphalt (Type C)	4,941	Ton	\$ 80.00	\$ 395,000
305	17" Base	9,530	CY	\$ 45.00	\$ 429,000
405	Geogrid	20,182	SY	\$ 2.00	\$ 40,000
505	10' Concrete Sidewalk	58,592	SF	\$ 10.00	\$ 586,000
605	Machine Laid Curb & Gutter	5,859	LF	\$ 18.00	\$ 105,000
705	Turn Lanes and Median Openings	2,145	SY	\$ 77.00	\$ 165,000
805	Surface Treatment (0.2 gal/sy, Prime Coat AE-P)	2,995	GAL	\$ 4.00	\$ 12,000

Paving Construction Cost Subtotal: \$ 1,925,000

Major Construction Component Allowances*

	Item Description	Notes	Allowance	Item Cost
✓	Traffic Control	Construction Phase Traffic Control	5%	\$ 96,000
✓	Pavement Markings/Signs/Posts	Includes Striping/Signs for Shared Paths	2%	\$ 39,000
✓	Roadway Drainage	Standard Internal System	35%	\$ 674,000
✓	Illumination		10%	\$ 193,000
	Special Drainage Structures	None Anticipated	0%	\$ -
✓	Water	Minor Adjustments	2%	\$ 39,000
✓	Sewer	Minor Adjustments	2%	\$ 39,000
✓	Turf and Erosion Control		3%	\$ 58,000
✓	Landscaping and Irrigation		2%	\$ 39,000
	Miscellaneous		0%	\$ -

*Allowances are based on percent of paving construction cost subtotal

Allowance Subtotal: \$ 1,177,000

Paving Construction Cost and Allowance Subtotal: \$ 3,102,000

Construction Contingency: 15% \$ 465,000

Mobilization: 10% \$ 310,000

Prep ROW: 4% \$ 124,000

Construction Cost Total: \$ 4,100,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:			\$ 4,100,000
Engineering/Survey/Testing:		16%	\$ 656,000
Previous City Contribution:			\$ -
Other:			\$ -
ROW/Easement Acquisition:			\$ 219,720

Impact Fee Project Cost Total: \$ 5,000,000

Note: These planning level cost projections listed in these tables have been developed for impact fee calculations only and should not be used for any future Capital Improvement Planning within the City of Leander. These planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

City of Leander
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley»Horn

Updated: 3/14/2022

Project Information:		Description:
Name:	Lakeline Blvd	This project consists of the reconstruction of the existing pavement to a four-lane arterial.
Project Label:	C-3	
Service Area:	C, ETJ/Other	
Limits:	2,815' SE OF HERO WAY to 1,765' SE OF V	
Impact Fee Class:	Widen 4-Lane Arterial (1/2)	
Cross-Section:	4D	
Roadway Class:	Arterial 4-Lane	
Length (Feet):	3,388	

Roadway Construction Cost Projection

Paving Construction Costs

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
105	Unclassified Street Excavation	14,912	CY	\$ 15.00	\$ 224,000
205	6" Asphalt (Type C)	5,715	Ton	\$ 80.00	\$ 457,000
305	17" Base	11,022	CY	\$ 45.00	\$ 496,000
405	Geogrid	23,340	SY	\$ 2.00	\$ 47,000
505	10' Concrete Sidewalk	67,762	SF	\$ 10.00	\$ 678,000
605	Machine Laid Curb & Gutter	6,776	LF	\$ 18.00	\$ 122,000
705	Turn Lanes and Median Openings	2,481	SY	\$ 77.00	\$ 191,000
805	Surface Treatment (0.2 gal/sy, Prime Coat AE-P)	3,463	GAL	\$ 4.00	\$ 14,000

Paving Construction Cost Subtotal: \$ 2,229,000

Major Construction Component Allowances*

	Item Description	Notes	Allowance	Item Cost
✓	Traffic Control	Construction Phase Traffic Control	5%	\$ 111,000
✓	Pavement Markings/Signs/Posts	Includes Striping/Signs for Shared Paths	2%	\$ 45,000
✓	Roadway Drainage	Standard Internal System	35%	\$ 780,000
✓	Illumination		10%	\$ 223,000
	Special Drainage Structures	None Anticipated	0%	\$ -
✓	Water	Minor Adjustments	2%	\$ 45,000
✓	Sewer	Minor Adjustments	2%	\$ 45,000
✓	Turf and Erosion Control		3%	\$ 67,000
✓	Landscaping and Irrigation		2%	\$ 45,000
	Miscellaneous		0%	\$ -

*Allowances are based on percent of paving construction cost subtotal

Allowance Subtotal: \$ 1,361,000

Paving Construction Cost and Allowance Subtotal: \$ 3,590,000

Construction Contingency: 15% \$ 539,000

Mobilization: 10% \$ 359,000

Prep ROW: 4% \$ 144,000

Construction Cost Total: \$ 4,700,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:			\$ 4,700,000
Engineering/Survey/Testing:		16%	\$ 752,000
Previous City Contribution:			\$ -
Other:			\$ -
ROW/Easement Acquisition:			\$ 254,108

Impact Fee Project Cost Total: \$ 5,700,000

Note: These planning level cost projections listed in these tables have been developed for impact fee calculations only and should not be used for any future Capital Improvement Planning within the City of Leander. These planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

City of Leander
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley»Horn

Updated: 3/14/2022

Project Information:		Description:
Name:	Lakeline Blvd	This project consists of the reconstruction of the existing pavement to a four-lane arterial.
Project Label:	C-4	
Service Area:	C,	
Limits:	1,765' SE OF VISTA RIDGE to 550' NW OF E	
Impact Fee Class:	Widen 4-Lane Arterial (1/2)	
Cross-Section:	4D	
Roadway Class:	Arterial 4-Lane	
Length (Feet):	786	

Roadway Construction Cost Projection

Paving Construction Costs

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
105	Unclassified Street Excavation	3,460	CY	\$ 15.00	\$ 52,000
205	6" Asphalt (Type C)	1,326	Ton	\$ 80.00	\$ 106,000
305	17" Base	2,558	CY	\$ 45.00	\$ 115,000
405	Geogrid	5,416	SY	\$ 2.00	\$ 11,000
505	10' Concrete Sidewalk	15,724	SF	\$ 10.00	\$ 157,000
605	Machine Laid Curb & Gutter	1,572	LF	\$ 18.00	\$ 28,000
705	Turn Lanes and Median Openings	576	SY	\$ 77.00	\$ 44,000
805	Surface Treatment (0.2 gal/sy, Prime Coat AE-P)	804	GAL	\$ 4.00	\$ 3,000

Paving Construction Cost Subtotal: \$ 516,000

Major Construction Component Allowances*

	Item Description	Notes	Allowance	Item Cost
✓	Traffic Control	Construction Phase Traffic Control	5%	\$ 26,000
✓	Pavement Markings/Signs/Posts	Includes Striping/Signs for Shared Paths	2%	\$ 10,000
✓	Roadway Drainage	Standard Internal System	35%	\$ 181,000
✓	Illumination		10%	\$ 52,000
	Special Drainage Structures	None Anticipated	0%	\$ -
✓	Water	Minor Adjustments	2%	\$ 10,000
✓	Sewer	Minor Adjustments	2%	\$ 10,000
✓	Turf and Erosion Control		3%	\$ 15,000
✓	Landscaping and Irrigation		2%	\$ 10,000
	Miscellaneous		0%	\$ -

*Allowances are based on percent of paving construction cost subtotal

Allowance Subtotal: \$ 314,000

Paving Construction Cost and Allowance Subtotal: \$ 830,000

Construction Contingency: 15% \$ 125,000

Mobilization: 10% \$ 83,000

Prep ROW: 4% \$ 33,000

Construction Cost Total: \$ 1,100,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:			\$ 1,100,000
Engineering/Survey/Testing:		16%	\$ 176,000
Previous City Contribution:			\$ -
Other:			\$ -
ROW/Easement Acquisition:			\$ 58,967

Impact Fee Project Cost Total: \$ 1,300,000

Note: These planning level cost projections listed in these tables have been developed for impact fee calculations only and should not be used for any future Capital Improvement Planning within the City of Leander. These planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

City of Leander
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley»Horn

Updated: 3/14/2022

Project Information:		Description:
Name:	Bagdad Rd	This project consists of the reconstruction of the existing roadway to an access-managed six-lane arterial.
Project Label:	C-5	
Service Area:	C,	
Limits:	HERO WAY to 2,595' S OF HERO WAY	
Impact Fee Class:	Access Management	
Cross-Section:	TBD	
Roadway Class:	Arterial 6-Lane	
Length (Feet):	2,561	

Roadway Construction Cost Projection

Paving Construction Costs

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
108	Unclassified Street Excavation	3,478	CY	\$ 15.00	\$ 52,000
208	Asphalt (Type C)	0	Ton	\$ 80.00	\$ -
308	Base	0	CY	\$ 45.00	\$ -
408	Geogrid	0	SY	\$ 2.00	\$ -
508	6' Concrete Sidewalk	0	SF	\$ 10.00	\$ -
608	Machine Laid Curb & Gutter	5,123	LF	\$ 18.00	\$ 92,000
708	Turn Lanes and Median Openings	1,876	SY	\$ 77.00	\$ 144,000
808	Surface Treatment (0.2 gal/sy, Prime Coat AE-P)	0	GAL	\$ 4.00	\$ -

Paving Construction Cost Subtotal: \$ 288,000

Major Construction Component Allowances*

	Item Description	Notes	Allowance	Item Cost
✓	Traffic Control	Construction Phase Traffic Control	5%	\$ 14,000
✓	Pavement Markings/Signs/Posts	Includes Striping/Signs for Shared Paths	2%	\$ 6,000
✓	Roadway Drainage	Standard Internal System	35%	\$ 101,000
✓	Illumination		10%	\$ 29,000
	Special Drainage Structures	None Anticipated	0%	\$ -
✓	Water	Minor Adjustments	2%	\$ 6,000
✓	Sewer	Minor Adjustments	2%	\$ 6,000
✓	Turf and Erosion Control		3%	\$ 9,000
✓	Landscaping and Irrigation		2%	\$ 6,000
	Miscellaneous		0%	\$ -

*Allowances are based on percent of paving construction cost subtotal

Allowance Subtotal: \$ 177,000

Paving Construction Cost and Allowance Subtotal: \$ 465,000

Construction Contingency: 15% \$ 70,000

Mobilization: 10% \$ 47,000

Prep ROW: 4% \$ 19,000

Construction Cost Total: \$ 700,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:			\$ 700,000
Engineering/Survey/Testing:		16%	\$ 112,000
Previous City Contribution:			\$ -
Other:			\$ -
ROW/Easement Acquisition:			\$ -

Impact Fee Project Cost Total: \$ 800,000

Note: These planning level cost projections listed in these tables have been developed for impact fee calculations only and should not be used for any future Capital Improvement Planning within the City of Leander. These planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

City of Leander
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley»Horn

Updated: 3/14/2022

Project Information:		Description:
Name:	Bagdad Rd	This project consists of the reconstruction of the existing roadway to an access-managed six-lane arterial.
Project Label:	C-6	
Service Area:	C, ETJ/Other	
Limits:	2,595' S OF HERO WAY to 475' N OF VISTA	
Impact Fee Class:	Access Management	
Cross-Section:	TBD	
Roadway Class:	Arterial 6-Lane	
Length (Feet):	95	

Roadway Construction Cost Projection

Paving Construction Costs

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
108	Unclassified Street Excavation	129	CY	\$ 15.00	\$ 2,000
208	Asphalt (Type C)	0	Ton	\$ 80.00	\$ -
308	Base	0	CY	\$ 45.00	\$ -
408	Geogrid	0	SY	\$ 2.00	\$ -
508	6' Concrete Sidewalk	0	SF	\$ 10.00	\$ -
608	Machine Laid Curb & Gutter	189	LF	\$ 18.00	\$ 3,000
708	Turn Lanes and Median Openings	69	SY	\$ 77.00	\$ 5,000
808	Surface Treatment (0.2 gal/sy, Prime Coat AE-P)	0	GAL	\$ 4.00	\$ -

Paving Construction Cost Subtotal: \$ 10,000

Major Construction Component Allowances*

	Item Description	Notes	Allowance	Item Cost
✓	Traffic Control	Construction Phase Traffic Control	5%	\$ 1,000
	Pavement Markings/Signs/Posts	Includes Striping/Signs for Shared Paths	2%	\$ -
✓	Roadway Drainage	Standard Internal System	35%	\$ 4,000
✓	Illumination		10%	\$ 1,000
	Special Drainage Structures	None Anticipated	0%	\$ -
	Water	Minor Adjustments	2%	\$ -
	Sewer	Minor Adjustments	2%	\$ -
	Turf and Erosion Control		3%	\$ -
	Landscaping and Irrigation		2%	\$ -
	Miscellaneous		0%	\$ -

*Allowances are based on percent of paving construction cost subtotal

Allowance Subtotal: \$ 6,000

Paving Construction Cost and Allowance Subtotal: \$ 16,000

Construction Contingency: 15% \$ 2,000

Mobilization: 10% \$ 2,000

Prep ROW: 4% \$ 1,000

Construction Cost Total: \$ 100,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:			\$ 100,000
Engineering/Survey/Testing:		16%	\$ 16,000
Previous City Contribution:			\$ -
Other:			\$ -
ROW/Easement Acquisition:			\$ -

Impact Fee Project Cost Total: \$ 100,000

Note: These planning level cost projections listed in these tables have been developed for impact fee calculations only and should not be used for any future Capital Improvement Planning within the City of Leander. These planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

City of Leander
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley»Horn

Updated: 3/14/2022

Project Information:		Description:
Name:	Bagdad Rd	This project consists of the reconstruction of the existing roadway to an access-managed six-lane arterial.
Project Label:	C-7	
Service Area:	C,	
Limits:	475' N OF VISTA RIDGE DR to 2,065' S OF (	
Impact Fee Class:	Access Management	
Cross-Section:	TBD	
Roadway Class:	Arterial 6-Lane	
Length (Feet):	14,107	

Roadway Construction Cost Projection

Paving Construction Costs

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
108	Unclassified Street Excavation	19,157	CY	\$ 15.00	\$ 287,000
208	Asphalt (Type C)	0	Ton	\$ 80.00	\$ -
308	Base	0	CY	\$ 45.00	\$ -
408	Geogrid	0	SY	\$ 2.00	\$ -
508	6' Concrete Sidewalk	0	SF	\$ 10.00	\$ -
608	Machine Laid Curb & Gutter	28,214	LF	\$ 18.00	\$ 508,000
708	Turn Lanes and Median Openings	10,331	SY	\$ 77.00	\$ 795,000
808	Surface Treatment (0.2 gal/sy, Prime Coat AE-P)	0	GAL	\$ 4.00	\$ -

Paving Construction Cost Subtotal: \$ 1,590,000

Major Construction Component Allowances*

	Item Description	Notes	Allowance	Item Cost
✓	Traffic Control	Construction Phase Traffic Control	5%	\$ 80,000
✓	Pavement Markings/Signs/Posts	Includes Striping/Signs for Shared Paths	2%	\$ 32,000
✓	Roadway Drainage	Standard Internal System	35%	\$ 557,000
✓	Illumination		10%	\$ 159,000
	Special Drainage Structures	None Anticipated	0%	\$ -
✓	Water	Minor Adjustments	2%	\$ 32,000
✓	Sewer	Minor Adjustments	2%	\$ 32,000
✓	Turf and Erosion Control		3%	\$ 48,000
✓	Landscaping and Irrigation		2%	\$ 32,000
	Miscellaneous		0%	\$ -

*Allowances are based on percent of paving construction cost subtotal

Allowance Subtotal: \$ 972,000

Paving Construction Cost and Allowance Subtotal: \$ 2,562,000

Construction Contingency: 15% \$ 384,000

Mobilization: 10% \$ 256,000

Prep ROW: 4% \$ 102,000

Construction Cost Total: \$ 3,400,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:			\$ 3,400,000
Engineering/Survey/Testing:		16%	\$ 544,000
Previous City Contribution:			\$ -
Other:			\$ -
ROW/Easement Acquisition:			\$ -

Impact Fee Project Cost Total: \$ 3,900,000

Note: These planning level cost projections listed in these tables have been developed for impact fee calculations only and should not be used for any future Capital Improvement Planning within the City of Leander. These planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

City of Leander
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley»Horn

Updated: 3/14/2022

Project Information:		Description:
Name:	S West Dr	This project consists of the reconstruction of the existing pavement to a three-lane non-residential collector.
Project Label:	C-8	
Service Area:	C,	
Limits:	W SOUTH ST to 870' N OF SONNY DR	
Impact Fee Class:	Widen Collector	
Cross-Section:	3U	
Roadway Class:	Non-Residential Collector	
Length (Feet):	2,822	

Roadway Construction Cost Projection

Paving Construction Costs

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
102	Unclassified Street Excavation	8,145	CY	\$ 15.00	\$ 122,000
202	4" Asphalt (Type C)	3,243	Ton	\$ 80.00	\$ 259,000
302	13" Base	6,228	CY	\$ 45.00	\$ 280,000
402	Geogrid	17,248	SY	\$ 2.00	\$ 34,000
502	6' Concrete Sidewalk	33,869	SF	\$ 10.00	\$ 339,000
602	Machine Laid Curb & Gutter	11,290	LF	\$ 18.00	\$ 203,000
702	Turn Lanes and Median Openings	0	SY	\$ 75.00	\$ -
802	Surface Treatment (0.2 gal/sy, Prime Coat AE-P)	2,948	GAL	\$ 4.00	\$ 12,000

Paving Construction Cost Subtotal: \$ 1,249,000

Major Construction Component Allowances*

	Item Description	Notes	Allowance	Item Cost
✓	Traffic Control	Construction Phase Traffic Control	5%	\$ 62,000
✓	Pavement Markings/Signs/Posts	Includes Striping/Signs for Shared Paths	2%	\$ 25,000
✓	Roadway Drainage	Standard Internal System	35%	\$ 437,000
✓	Illumination		10%	\$ 125,000
	Special Drainage Structures	None Anticipated	0%	\$ -
✓	Water	Minor Adjustments	2%	\$ 25,000
✓	Sewer	Minor Adjustments	2%	\$ 25,000
✓	Turf and Erosion Control		3%	\$ 37,000
✓	Landscaping and Irrigation		2%	\$ 25,000
	Miscellaneous		0%	\$ -

*Allowances are based on percent of paving construction cost subtotal

Allowance Subtotal: \$ 761,000

Paving Construction Cost and Allowance Subtotal: \$ 2,010,000

Construction Contingency: 15% \$ 302,000

Mobilization: 10% \$ 201,000

Prep ROW: 4% \$ 80,000

Construction Cost Total: \$ 2,600,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:			\$ 2,600,000
Engineering/Survey/Testing:		16%	\$ 416,000
Previous City Contribution:			\$ -
Other:			\$ -
ROW/Easement Acquisition:			\$ 211,680

Impact Fee Project Cost Total: \$ 3,200,000

Note: These planning level cost projections listed in these tables have been developed for impact fee calculations only and should not be used for any future Capital Improvement Planning within the City of Leander. These planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

City of Leander
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley»Horn

Updated: 3/14/2022

Project Information:		Description:
Name:	US 183	This project consists of the reconstruction of the existing roadway to an access-managed six-lane arterial.
Project Label:	C-9, D-25	
Service Area:	C, D	
Limits:	HERO WAY to 195' S OF OSAGE DR	
Impact Fee Class:	Access Management	
Cross-Section:	TBD	
Roadway Class:	Arterial 6-Lane	
Length (Feet):	14,989	

Roadway Construction Cost Projection

Paving Construction Costs

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
108	Unclassified Street Excavation	20,355	CY	\$ 15.00	\$ 305,000
208	Asphalt (Type C)	0	Ton	\$ 80.00	\$ -
308	Base	0	CY	\$ 45.00	\$ -
408	Geogrid	0	SY	\$ 2.00	\$ -
508	6' Concrete Sidewalk	0	SF	\$ 10.00	\$ -
608	Machine Laid Curb & Gutter	29,978	LF	\$ 18.00	\$ 540,000
708	Turn Lanes and Median Openings	10,977	SY	\$ 77.00	\$ 845,000
808	Surface Treatment (0.2 gal/sy, Prime Coat AE-P)	0	GAL	\$ 4.00	\$ -

Paving Construction Cost Subtotal: \$ 1,690,000

Major Construction Component Allowances*

	Item Description	Notes	Allowance	Item Cost
✓	Traffic Control	Construction Phase Traffic Control	5%	\$ 85,000
✓	Pavement Markings/Signs/Posts	Includes Striping/Signs for Shared Paths	2%	\$ 34,000
✓	Roadway Drainage	Standard Internal System	35%	\$ 592,000
✓	Illumination		10%	\$ 169,000
	Special Drainage Structures	None Anticipated	0%	\$ -
✓	Water	Minor Adjustments	2%	\$ 34,000
✓	Sewer	Minor Adjustments	2%	\$ 34,000
✓	Turf and Erosion Control		3%	\$ 51,000
✓	Landscaping and Irrigation		2%	\$ 34,000
	Miscellaneous		0%	\$ -

*Allowances are based on percent of paving construction cost subtotal

Allowance Subtotal: \$ 1,033,000

Paving Construction Cost and Allowance Subtotal: \$ 2,723,000

Construction Contingency: 15% \$ 408,000

Mobilization: 10% \$ 272,000

Prep ROW: 4% \$ 109,000

Construction Cost Total: \$ 3,600,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:			\$ 3,600,000
Engineering/Survey/Testing:		16%	\$ 576,000
Previous City Contribution:			\$ -
Other:	Corridor Study		\$ 312,811
ROW/Easement Acquisition:			\$ -

Impact Fee Project Cost Total: \$ 4,500,000

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City of Leander
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley»Horn

Updated: 3/14/2022

Project Information:		Description:
Name:	W South St	This project consists of the reconstruction of the existing pavement to a three-lane non-residential collector.
Project Label:	C-10	
Service Area:	C,	
Limits:	WEST DR to US 183	
Impact Fee Class:	Widen Substandard	
Cross-Section:	3U	
Roadway Class:	Non-Residential Collector	
Length (Feet):	1,012	

Roadway Construction Cost Projection

Paving Construction Costs

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
102	Unclassified Street Excavation	2,922	CY	\$ 15.00	\$ 44,000
202	4" Asphalt (Type C)	1,163	Ton	\$ 80.00	\$ 93,000
302	13" Base	2,234	CY	\$ 45.00	\$ 101,000
402	Geogrid	6,187	SY	\$ 2.00	\$ 12,000
502	6' Concrete Sidewalk	12,149	SF	\$ 10.00	\$ 121,000
602	Machine Laid Curb & Gutter	4,050	LF	\$ 18.00	\$ 73,000
702	Turn Lanes and Median Openings	0	SY	\$ 75.00	\$ -
802	Surface Treatment (0.2 gal/sy, Prime Coat AE-P)	1,057	GAL	\$ 4.00	\$ 4,000

Paving Construction Cost Subtotal: \$ 448,000

Major Construction Component Allowances*

	Item Description	Notes	Allowance	Item Cost
✓	Traffic Control	Construction Phase Traffic Control	5%	\$ 22,000
✓	Pavement Markings/Signs/Posts	Includes Striping/Signs for Shared Paths	2%	\$ 9,000
✓	Roadway Drainage	Standard Internal System	35%	\$ 157,000
✓	Illumination		10%	\$ 45,000
	Special Drainage Structures	None Anticipated	0%	\$ -
✓	Water	Minor Adjustments	2%	\$ 9,000
✓	Sewer	Minor Adjustments	2%	\$ 9,000
✓	Turf and Erosion Control		3%	\$ 13,000
✓	Landscaping and Irrigation		2%	\$ 9,000
	Miscellaneous		0%	\$ -

*Allowances are based on percent of paving construction cost subtotal

Allowance Subtotal: \$ 273,000

Paving Construction Cost and Allowance Subtotal: \$ 721,000

Construction Contingency: 15% \$ 108,000

Mobilization: 10% \$ 72,000

Prep ROW: 4% \$ 29,000

Construction Cost Total: \$ 1,000,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:			\$ 1,000,000
Engineering/Survey/Testing:		16%	\$ 160,000
Previous City Contribution:			\$ -
Other:			\$ -
ROW/Easement Acquisition:			\$ 75,932

Impact Fee Project Cost Total: \$ 1,200,000

Note: These planning level cost projections listed in these tables have been developed for impact fee calculations only and should not be used for any future Capital Improvement Planning within the City of Leander. These planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

City of Leander
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection



Updated: 3/14/2022

Project Information:		Description:
Name:	Crystal Falls Pkwy	This project consists of the reconstruction of the existing roadway to an access-managed two-lane residential collector.
Project Label:	C-11	
Service Area:	C,	
Limits:	CANTINA SKY to FIRST VIEW	
Impact Fee Class:	Access Management	
Cross-Section:	2D	
Roadway Class:	Residential Collector	
Length (Feet):	1,979	

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:			\$ 500,000
Engineering/Survey/Testing:			
Previous City Contribution:			\$ -
Other:			\$ -
ROW/Easement Acquisition:			\$ -

Impact Fee Project Cost Total: \$ 500,000

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City of Leander
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection



Updated: 3/14/2022

Project Information:

Description:

Name: Osage Dr
Project Label: C-12
Service Area: C,
Limits: 315' E OF PAINTED SKY BEND to BAGDAD
Impact Fee Class: Access Management
Cross-Section: 2U
Roadway Class: Residential Collector
Length (Feet): 13,194

This project consists of the reconstruction of the existing roadway to an access-managed two-lane residential collector.

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:			\$ 500,000
Engineering/Survey/Testing:			\$ -
Previous City Contribution:			\$ -
Other:			\$ -
ROW/Easement Acquisition:			\$ -

Impact Fee Project Cost Total: \$ 500,000

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City of Leander
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley»Horn

Updated: 3/14/2022

Project Information:		Description:
Name:	Hero Way	This project consists of the reconstruction of the existing pavement to a four-lane arterial.
Project Label:	A-20, C-13	
Service Area:	A, C	
Limits:	1,100' E OF SAN GABRIEL PKWY to 900' W	
Impact Fee Class:	Widen 4-Lane Arterial	
Cross-Section:	4D	
Roadway Class:	Arterial 4-Lane	
Length (Feet):	5,712	

Roadway Construction Cost Projection

Paving Construction Costs

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
105	Unclassified Street Excavation	25,139	CY	\$ 15.00	\$ 377,000
205	6" Asphalt (Type C)	9,634	Ton	\$ 80.00	\$ 771,000
305	17" Base	18,581	CY	\$ 45.00	\$ 836,000
405	Geogrid	39,348	SY	\$ 2.00	\$ 79,000
505	10' Concrete Sidewalk	114,237	SF	\$ 10.00	\$ 1,142,000
605	Machine Laid Curb & Gutter	11,424	LF	\$ 18.00	\$ 206,000
705	Turn Lanes and Median Openings	4,183	SY	\$ 77.00	\$ 322,000
805	Surface Treatment (0.2 gal/sy, Prime Coat AE-P)	5,839	GAL	\$ 4.00	\$ 23,000

Paving Construction Cost Subtotal: \$ 3,756,000

Major Construction Component Allowances*

	Item Description	Notes	Allowance	Item Cost
✓	Traffic Control	Construction Phase Traffic Control	5%	\$ 188,000
✓	Pavement Markings/Signs/Posts	Includes Striping/Signs for Shared Paths	2%	\$ 75,000
✓	Roadway Drainage	Standard Internal System	35%	\$ 1,315,000
✓	Illumination		10%	\$ 376,000
✓	Special Drainage Structures	Bridge Crossing	0%	\$ 1,080,000
✓	Water	Minor Adjustments	2%	\$ 75,000
✓	Sewer	Minor Adjustments	2%	\$ 75,000
✓	Turf and Erosion Control		3%	\$ 113,000
✓	Landscaping and Irrigation		2%	\$ 75,000
	Miscellaneous		0%	\$ -

*Allowances are based on percent of paving construction cost subtotal

Allowance Subtotal: \$ 3,372,000

Paving Construction Cost and Allowance Subtotal: \$ 7,128,000

Construction Contingency: 15% \$ 1,069,000

Mobilization: 10% \$ 713,000

Prep ROW: 4% \$ 285,000

Construction Cost Total: \$ 9,200,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:			\$ 9,200,000
Engineering/Survey/Testing:		16%	\$ 1,472,000
Previous City Contribution:			\$ -
Other:			\$ -
ROW/Easement Acquisition:			\$ 428,388

Impact Fee Project Cost Total: \$ 11,100,000

Note: These planning level cost projections listed in these tables have been developed for impact fee calculations only and should not be used for any future Capital Improvement Planning within the City of Leander. These planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

City of Leander
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley»Horn

Updated: 3/14/2022

Project Information:		Description:
Name:	Hero Way	This project consists of the reconstruction of the existing roadway to an access-managed four-lane arterial.
Project Label:	A-21, C-14	
Service Area:	A, C	
Limits:	LAKELINE BLVD to US 183	
Impact Fee Class:	Access Management	
Cross-Section:	6D	
Roadway Class:	Arterial 4-Lane	
Length (Feet):	13,271	

Roadway Construction Cost Projection

Paving Construction Costs

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
108	Unclassified Street Excavation	18,022	CY	\$ 15.00	\$ 270,000
208	Asphalt (Type C)	0	Ton	\$ 80.00	\$ -
308	Base	0	CY	\$ 45.00	\$ -
408	Geogrid	0	SY	\$ 2.00	\$ -
508	6' Concrete Sidewalk	0	SF	\$ 10.00	\$ -
608	Machine Laid Curb & Gutter	26,542	LF	\$ 18.00	\$ 478,000
708	Turn Lanes and Median Openings	9,719	SY	\$ 77.00	\$ 748,000
808	Surface Treatment (0.2 gal/sy, Prime Coat AE-P)	0	GAL	\$ 4.00	\$ -

Paving Construction Cost Subtotal: \$ 1,496,000

Major Construction Component Allowances*

	Item Description	Notes	Allowance	Item Cost
✓	Traffic Control	Construction Phase Traffic Control	5%	\$ 75,000
✓	Pavement Markings/Signs/Posts	Includes Striping/Signs for Shared Paths	2%	\$ 30,000
✓	Roadway Drainage	Standard Internal System	35%	\$ 524,000
✓	Illumination		10%	\$ 150,000
	Special Drainage Structures	None Anticipated	0%	\$ -
✓	Water	Minor Adjustments	2%	\$ 30,000
✓	Sewer	Minor Adjustments	2%	\$ 30,000
✓	Turf and Erosion Control		3%	\$ 45,000
✓	Landscaping and Irrigation		2%	\$ 30,000
	Miscellaneous		0%	\$ -

*Allowances are based on percent of paving construction cost subtotal

Allowance Subtotal: \$ 914,000

Paving Construction Cost and Allowance Subtotal: \$ 2,410,000

Construction Contingency: 15% \$ 362,000

Mobilization: 10% \$ 241,000

Prep ROW: 4% \$ 96,000

Construction Cost Total: \$ 3,200,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:			\$ 3,200,000
Engineering/Survey/Testing:		16%	\$ 512,000
Previous City Contribution:	2016-CO Bond; 2015-CO Bond		\$ 19,057,707
Other:			\$ -
ROW/Easement Acquisition:			\$ -

Impact Fee Project Cost Total: \$ 22,757,707

Note: These planning level cost projections listed in these tables have been developed for impact fee calculations only and should not be used for any future Capital Improvement Planning within the City of Leander. These planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

City of Leander
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection



Updated: 3/14/2022

Project Information:

Name: Municipal Dr
Project Label: C-15
Service Area: C,
Limits: Nothern Hills to S West Dr
Impact Fee Class: Widen Collector
Cross-Section: 3U
Roadway Class: Non-Residential Collector
Length (Feet): 2,980

Description:

This project consists of the reconstruction of the existing pavement to a three-lane non-residential collector.

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:			
Engineering/Survey/Testing:			
Previous City Contribution:	2015-CO Bond		\$ 2,494,024
Other:			\$ -
ROW/Easement Acquisition:			

Impact Fee Project Cost Total: \$ 2,494,024

Note: These planning level cost projections listed in these tables have been developed for impact fee calculations only and should not be used for any future Capital Improvement Planning within the City of Leander. These planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

City of Leander - 2022 Roadway Impact Fee Study
Capital Improvement Plan for Roadway Impact Fees
Summary of Conceptual Level Project Cost Projections

Last Modified: 3/14/2022

Street Improvements - Service Area D

Project #	Street Name	Project Limits	Ultimate Roadway Class	Impact Fee Class	Project Source	Percent in Service Area	Project Cost	Total Cost in Service Area
D-1	Leander Dr	From HAZLEWOOD ST To CRYSTAL FALLS DR	Non-Residential Collector	Widen Substandard	TMP	100%	\$ 5,300,000	\$ 5,300,000
D-2	Horizon Park Blvd	From RM 2243 To CRYSTAL FALLS PKWY	Residential Collector	Widen Collector	TMP	100%	\$ 14,300,000	\$ 14,300,000
D-3	Raider Way	From HERO WAY To RM 2243	Non-Residential Collector	New Collector	TMP	100%	\$ 4,700,000	\$ 4,700,000
D-4	Raider Way	From RM 2243 To 1,235' S OF RM 2243	Non-Residential Collector	New Collector	TMP	100%	\$ 3,200,000	\$ 3,200,000
D-5	CR 175	From RM 2243 To 1,265' SE OF RM 2243	Arterial 4-Lane	Widen 4-Lane Arterial	TMP	50%	\$ 1,680,000	\$ 840,000
D-6	CR 175	From 1,265' SE OF RM 2243 To 2,315' SE OF RM 2243	Arterial 4-Lane	Widen 4-Lane Arterial	TMP	100%	\$ 1,680,000	\$ 1,680,000
D-7	CR 175	From 2,315' SE OF RM 2243 To 3,040' SE OF RM 2243	Arterial 4-Lane	Widen 4-Lane Arterial	TMP	50%	\$ 960,000	\$ 480,000
D-8	CR 175	From 1,855' NW OF WHISPER LN To 40' NW OF CRYSTAL FALLS PKWY	Arterial 4-Lane	Widen 4-Lane Arterial	TMP	50%	\$ 6,720,000	\$ 3,360,000
D-9	CR 175	From 1,400' SE OF CRYSTAL FALLS PKWY To 500' SE OF PARKSIDE PKWY	Arterial 4-Lane	Widen 4-Lane Arterial	TMP	100%	\$ 2,720,000	\$ 2,720,000
D-10	CR 175	From 615' NW OF JOURNEY PKWY To JOURNEY PKWY	Arterial 4-Lane	Widen 4-Lane Arterial	TMP	50%	\$ 880,000	\$ 440,000
D-11	RM 2243	From N US 183 To CR 175	Arterial 4-Lane	Widen 4-Lane Arterial	TMP	100%	\$ 45,100,000	\$ 45,100,000
D-12	RM 2243	From CR 175 To HERO WAY	Arterial 4-Lane	Widen 4-Lane Arterial	TMP	50%	\$ 2,600,000	\$ 1,300,000
D-13	Woodview Dr	From 980' W OF N US 183 To N US 183	Residential Collector	New Collector	TMP	100%	\$ 6,300,000	\$ 6,300,000
D-14	Crystal Falls Pkwy	From RONALD REAGAN BLVD To 725' E OF RONALD REAGAN BLVD	Arterial 4-Lane	New 4-Lane Arterial	TMP	100%	\$ 1,400,000	\$ 1,400,000
D-15	Crystal Falls Pkwy	From 1,405' E OF RONALD REAGAN BLVD To 2,185' E OF RONALD REAGAN BLVD	Arterial 4-Lane	New 4-Lane Arterial	TMP	100%	\$ 1,500,000	\$ 1,500,000
D-16	Crystal Falls Pkwy	From 2,190' E OF RONALD REAGAN BLVD To 1,615' W OF CR 175	Arterial 4-Lane	New 4-Lane Arterial	TMP	100%	\$ 9,400,000	\$ 9,400,000
D-17	Crystal Falls Pkwy	From 1,615' W OF CR 175 To 590' W OF CR 175	Arterial 4-Lane	New 4-Lane Arterial	TMP	50%	\$ 1,900,000	\$ 950,000
D-18	Crystal Falls Pkwy	From 1,615' W OF CR 175 To 115' W OF CR 175	Arterial 4-Lane	New 4-Lane Arterial	TMP	100%	\$ 800,000	\$ 800,000
D-19	Journey Pkwy	From RONALD REAGAN BLVD To 4,025' E OF RONALD REAGAN BLVD	Arterial 4-Lane	Widen 4-Lane Arterial	TMP	100%	\$ 6,700,000	\$ 6,700,000
D-20	Journey Pkwy	From 4,025' E OF RONALD REAGAN BLVD To 4,700' E OF RONALD REAGAN BLVD	Arterial 4-Lane	Widen 4-Lane Arterial	TMP	50%	\$ 3,400,000	\$ 1,700,000
D-21	Journey Pkwy	From 4,700' E OF RONALD REAGAN BLVD To 5,000' E OF RONALD REAGAN BLVD	Arterial 4-Lane	Widen 4-Lane Arterial	TMP	100%	\$ 1,200,000	\$ 1,200,000
D-22	Journey Pkwy	From 2,575' W OF CR 175 To 1,875' W OF CR 175	Arterial 4-Lane	Widen 4-Lane Arterial	TMP	50%	\$ 500,000	\$ 250,000
D-23	Journey Pkwy	From 1,875' W OF CR 175 To CR 175	Arterial 4-Lane	Widen 4-Lane Arterial	TMP	100%	\$ 3,200,000	\$ 3,200,000
D-24	Ronald Reagan Blvd	From RM 2243 To Southern City Limits	Access Controlled	Access Management	TMP	100%	\$ 4,200,000	\$ 4,200,000
C-9, D-25	US 183	From HERO WAY To 195' S OF OSAGE DR	Arterial 6-Lane	Access Management	TMP	50%	\$ 4,500,000	\$ 2,250,000
D-26	N East St	From Hero Way To E South St	Residential Collector	Widen Collector	2018-GO Bond; 2016-CO Bond; 2015-CO Bond	100%	\$ 3,280,852	\$ 3,280,852
D-27	N East St	From E Evans St To E South St	Residential Collector	Widen Collector	CIP	100%	\$ 1,100,000	\$ 1,100,000
D-28	Woodview Dr	From US 183A To Raider Way	Residential Collector	Widen Collector	CIP; 2018-GO Bond; 2016-GO & RF Bond	100%	\$ 4,909,533	\$ 4,909,533
D-29	Raider Way	From Woodview Dr To Crystal Falls Pkwy	Non-Residential Collector	Widen Collector	CIP; 2018-GO Bond; 2016-GO & RF Bond	100%	\$ 4,909,533	\$ 4,909,533
B-17, D-30	Hero Way ROW	From US 183 To RM 2243	Access Controlled	New 3-Lane Frontage	CIP	50%	\$ 13,900,000	\$ 6,950,000
Total							\$ 162,939,917	\$ 144,419,917

Signal Installation and Intersection Improvements - Service Area D

Project #	Project Source	Intersection	Project Type	Percent in Service Area	Project Cost	Total Cost in Service Area
ACDEL-1	TMP - ICE	Hero Way and US 183	Other Capacity	25%	\$ 298,750	\$ 74,688
ABCDEI-2	TMP	City of Leander Signal Upgrades	ITS Upgrades	20%	\$ 2,000,000	\$ 400,000
BDI-2	TMP	Hero Way and Ronald Reagan Blvd	Signal	50%	\$ 400,000	\$ 200,000
CDI-2	TMP - ICE	Crystal Falls Pkwy and US 183	Other Capacity	50%	\$ 355,000	\$ 177,500
CDI-3	TMP - ICE	W South St and US 183	Other Capacity	50%	\$ 194,000	\$ 97,000
DI-1	TMP - ICE	RM 2243 and Ronald Reagan Blvd	Innovative Intersection	100%	\$ 5,000,000	\$ 5,000,000
DI-2	CIP	E Woodview Dr and Raider Way	Roundabout	100%	\$ 1,200,000	\$ 1,200,000
DI-3	CIP	E Crystal Falls Pkwy and Raider Way	Signal	100%	\$ 1,200,000	\$ 1,200,000
DI-4	TMP	Journey Pkwy and CR 175	Signal	100%	\$ 400,000	\$ 400,000
DI-5	TMP	Sonny Dr and Leander Dr	Roundabout	100%	\$ 400,000	\$ 400,000
DI-6	TMP	Hazelwood St and Horizon Park Blvd	Roundabout	100%	\$ 1,200,000	\$ 1,200,000
Total					\$ 12,647,750	\$ 10,349,188

Note: These planning level cost projections listed in these tables have been developed for impact fee calculations only and should not be used for any future Capital Improvement Planning within the City of Leander. These planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

Project Source and Impact Fee Class Definitions

Project Source

Transportation Master Plan- Projects identified in the 2021 Transportation Master Plan

Bond Projects - Projects identified in the previous transportation bonds with auto capacity related improvements and outstanding debt

2021 Five-Year CIP - Projects identified in the five-year CIP, but not included in the Transportation Master Plan

Intersection Newly Identified- Intersection improvements identified during the development of the RIF CIP

Roadway Newly Identified- Roadway improvements identified during the development of the RIF CIP

Impact Fee Class

New - Either a new street connection or new intersection where a signal is recommended

Existing - Existing segments with capacity related improvements

Widening - Widening of an existing street to add pavement outside the existing curbs

Access Management - Converting a two-way left-turn lane to a median

City of Leander
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley»Horn

Updated: 3/14/2022

Project Information:		Description:
Name:	Leander Dr	This project consists of the reconstruction of the existing pavement to a three-lane non-residential collector.
Project Label:	D-1	
Service Area:	D,	
Limits:	HAZLEWOOD ST to CRYSTAL FALLS DR	
Impact Fee Class:	Widen Substandard	
Cross-Section:	3U	
Roadway Class:	Non-Residential Collector	
Length (Feet):	4,654	

Roadway Construction Cost Projection

Paving Construction Costs

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
102	Unclassified Street Excavation	13,431	CY	\$ 15.00	\$ 201,000
202	4" Asphalt (Type C)	5,347	Ton	\$ 80.00	\$ 428,000
302	13" Base	10,271	CY	\$ 45.00	\$ 462,000
402	Geogrid	28,442	SY	\$ 2.00	\$ 57,000
502	6' Concrete Sidewalk	55,849	SF	\$ 10.00	\$ 558,000
602	Machine Laid Curb & Gutter	18,616	LF	\$ 18.00	\$ 335,000
702	Turn Lanes and Median Openings	0	SY	\$ 75.00	\$ -
802	Surface Treatment (0.2 gal/sy, Prime Coat AE-P)	4,861	GAL	\$ 4.00	\$ 19,000

Paving Construction Cost Subtotal: \$ 2,060,000

Major Construction Component Allowances*

	Item Description	Notes	Allowance	Item Cost
✓	Traffic Control	Construction Phase Traffic Control	5%	\$ 103,000
✓	Pavement Markings/Signs/Posts	Includes Striping/Signs for Shared Paths	2%	\$ 41,000
✓	Roadway Drainage	Standard Internal System	35%	\$ 721,000
✓	Illumination		10%	\$ 206,000
	Special Drainage Structures	None Anticipated	0%	\$ -
✓	Water	Minor Adjustments	2%	\$ 41,000
✓	Sewer	Minor Adjustments	2%	\$ 41,000
✓	Turf and Erosion Control		3%	\$ 62,000
✓	Landscaping and Irrigation		2%	\$ 41,000
	Miscellaneous		0%	\$ -

*Allowances are based on percent of paving construction cost subtotal

Allowance Subtotal: \$ 1,256,000

Paving Construction Cost and Allowance Subtotal: \$ 3,316,000

Construction Contingency: 15% \$ 497,000

Mobilization: 10% \$ 332,000

Prep ROW: 4% \$ 133,000

Construction Cost Total: \$ 4,300,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:			\$ 4,300,000
Engineering/Survey/Testing:		16%	\$ 688,000
Previous City Contribution:			\$ -
Other:			\$ -
ROW/Easement Acquisition:			\$ 349,055

Impact Fee Project Cost Total: \$ 5,300,000

Note: These planning level cost projections listed in these tables have been developed for impact fee calculations only and should not be used for any future Capital Improvement Planning within the City of Leander. These planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

City of Leander
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley»Horn

Updated: 3/14/2022

Project Information:		Description:
Name:	Horizon Park Blvd	This project consists of the reconstruction of the existing pavement to a two-lane residential collector.
Project Label:	D-2	
Service Area:	D,	
Limits:	RM 2243 to CRYSTAL FALLS PKWY	
Impact Fee Class:	Widen Collector	
Cross-Section:	2U	
Roadway Class:	Residential Collector	
Length (Feet):	8,137	

Roadway Construction Cost Projection

Paving Construction Costs

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
101	Unclassified Street Excavation	17,957	CY	\$ 15.00	\$ 269,000
201	3" Asphalt (Type C)	7,012	Ton	\$ 80.00	\$ 561,000
301	10" Base	13,813	CY	\$ 45.00	\$ 622,000
401	Geogrid	49,728	SY	\$ 2.00	\$ 99,000
501	6' Concrete Sidewalk	97,648	SF	\$ 10.00	\$ 976,000
601	Machine Laid Curb & Gutter	16,275	LF	\$ 18.00	\$ 293,000
701	Turn Lanes and Median Openings	0	SY	\$ 75.00	\$ -
801	Surface Treatment (0.2 gal/sy, Prime Coat AE-P)	8,499	GAL	\$ 4.00	\$ 34,000

Paving Construction Cost Subtotal: \$ 2,854,000

Major Construction Component Allowances*

	Item Description	Notes	Allowance	Item Cost
✓	Traffic Control	Construction Phase Traffic Control	5%	\$ 143,000
✓	Pavement Markings/Signs/Posts	Includes Striping/Signs for Shared Paths	2%	\$ 57,000
✓	Roadway Drainage	Standard Internal System	35%	\$ 999,000
✓	Illumination		10%	\$ 285,000
✓	Special Drainage Structures	Bridge Crossing	0%	\$ 4,519,800
✓	Water	Minor Adjustments	2%	\$ 57,000
✓	Sewer	Minor Adjustments	2%	\$ 57,000
✓	Turf and Erosion Control		3%	\$ 86,000
✓	Landscaping and Irrigation		2%	\$ 57,000
	Miscellaneous		0%	\$ -

*Allowances are based on percent of paving construction cost subtotal

Allowance Subtotal: \$ 6,260,800

Paving Construction Cost and Allowance Subtotal: \$ 9,114,800

Construction Contingency: 15% \$ 1,367,000

Mobilization: 10% \$ 911,000

Prep ROW: 4% \$ 365,000

Construction Cost Total: \$ 11,800,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:			\$ 11,800,000
Engineering/Survey/Testing:		16%	\$ 1,888,000
Previous City Contribution:			\$ -
Other:			\$ -
ROW/Easement Acquisition:			\$ 610,300

Impact Fee Project Cost Total: \$ 14,300,000

Note: These planning level cost projections listed in these tables have been developed for impact fee calculations only and should not be used for any future Capital Improvement Planning within the City of Leander. These planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

City of Leander
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley»Horn

Updated: 3/14/2022

Project Information:		Description:
Name:	Raider Way	This project consists of the construction of a new three-lane non-residential collector.
Project Label:	D-3	
Service Area:	D,	
Limits:	HERO WAY to RM 2243	
Impact Fee Class:	New Collector	
Cross-Section:	3U	
Roadway Class:	Non-Residential Collector	
Length (Feet):	3,392	

Roadway Construction Cost Projection

Paving Construction Costs

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
102	Unclassified Street Excavation	9,790	CY	\$ 15.00	\$ 147,000
202	4" Asphalt (Type C)	3,898	Ton	\$ 80.00	\$ 312,000
302	13" Base	7,486	CY	\$ 45.00	\$ 337,000
402	Geogrid	20,732	SY	\$ 2.00	\$ 41,000
502	6' Concrete Sidewalk	40,710	SF	\$ 10.00	\$ 407,000
602	Machine Laid Curb & Gutter	13,570	LF	\$ 18.00	\$ 244,000
702	Turn Lanes and Median Openings	0	SY	\$ 75.00	\$ -
802	Surface Treatment (0.2 gal/sy, Prime Coat AE-P)	3,543	GAL	\$ 4.00	\$ 14,000

Paving Construction Cost Subtotal: \$ 1,502,000

Major Construction Component Allowances*

	Item Description	Notes	Allowance	Item Cost
✓	Traffic Control	None Anticipated	5%	\$ 75,000
✓	Pavement Markings/Signs/Posts	Includes Striping/Signs for Shared Paths	2%	\$ 30,000
✓	Roadway Drainage	Standard Internal System	35%	\$ 526,000
✓	Illumination		10%	\$ 150,000
	Special Drainage Structures	None Anticipated	0%	\$ -
✓	Water	Minor Adjustments	2%	\$ 30,000
✓	Sewer	Minor Adjustments	2%	\$ 30,000
✓	Turf and Erosion Control		3%	\$ 45,000
✓	Landscaping and Irrigation		2%	\$ 30,000
	Miscellaneous		0%	\$ -

*Allowances are based on percent of paving construction cost subtotal

Allowance Subtotal: \$ 916,000

Paving Construction Cost and Allowance Subtotal: \$ 2,418,000

Construction Contingency: 15% \$ 363,000

Mobilization: 10% \$ 242,000

Prep ROW: 4% \$ 97,000

Construction Cost Total: \$ 3,200,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:			\$ 3,200,000
Engineering/Survey/Testing:		16%	\$ 512,000
Previous City Contribution:			\$ -
Other:			\$ -
ROW/Easement Acquisition:			\$ 1,017,741

Impact Fee Project Cost Total: \$ 4,700,000

Note: These planning level cost projections listed in these tables have been developed for impact fee calculations only and should not be used for any future Capital Improvement Planning within the City of Leander. These planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

City of Leander
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley»Horn

Updated: 3/14/2022

Project Information:		Description:
Name:	Raider Way	This project consists of the construction of a new three-lane non-residential collector.
Project Label:	D-4	
Service Area:	D,	
Limits:	RM 2243 to 1,235' S OF RM 2243	
Impact Fee Class:	New Collector	
Cross-Section:	3U	
Roadway Class:	Non-Residential Collector	
Length (Feet):	1,324	

Roadway Construction Cost Projection

Paving Construction Costs

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
102	Unclassified Street Excavation	3,821	CY	\$ 15.00	\$ 57,000
202	4" Asphalt (Type C)	1,521	Ton	\$ 80.00	\$ 122,000
302	13" Base	2,922	CY	\$ 45.00	\$ 131,000
402	Geogrid	8,091	SY	\$ 2.00	\$ 16,000
502	6' Concrete Sidewalk	15,888	SF	\$ 10.00	\$ 159,000
602	Machine Laid Curb & Gutter	5,296	LF	\$ 18.00	\$ 95,000
702	Turn Lanes and Median Openings	0	SY	\$ 75.00	\$ -
802	Surface Treatment (0.2 gal/sy, Prime Coat AE-P)	1,383	GAL	\$ 4.00	\$ 6,000

Paving Construction Cost Subtotal: \$ 586,000

Major Construction Component Allowances*

	Item Description	Notes	Allowance	Item Cost
✓	Traffic Control	None Anticipated	5%	\$ 29,000
✓	Pavement Markings/Signs/Posts	Includes Striping/Signs for Shared Paths	2%	\$ 12,000
✓	Roadway Drainage	Standard Internal System	35%	\$ 205,000
✓	Illumination		10%	\$ 59,000
✓	Special Drainage Structures	Bridge Crossing	0%	\$ 886,600
✓	Water	Minor Adjustments	2%	\$ 12,000
✓	Sewer	Minor Adjustments	2%	\$ 12,000
✓	Turf and Erosion Control		3%	\$ 18,000
✓	Landscaping and Irrigation		2%	\$ 12,000
	Miscellaneous		0%	\$ -

*Allowances are based on percent of paving construction cost subtotal

Allowance Subtotal: \$ 1,245,600

Paving Construction Cost and Allowance Subtotal: \$ 1,831,600

Construction Contingency: 15% \$ 275,000

Mobilization: 10% \$ 183,000

Prep ROW: 4% \$ 73,000

Construction Cost Total: \$ 2,400,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:			\$ 2,400,000
Engineering/Survey/Testing:		16%	\$ 384,000
Previous City Contribution:			\$ -
Other:			\$ -
ROW/Easement Acquisition:			\$ 397,194

Impact Fee Project Cost Total: \$ 3,200,000

Note: These planning level cost projections listed in these tables have been developed for impact fee calculations only and should not be used for any future Capital Improvement Planning within the City of Leander. These planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

City of Leander
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley»Horn

Updated: 3/14/2022

Project Information:		Description:
Name:	CR 175	This project consists of the reconstruction of the existing pavement to a four-lane arterial.
Project Label:	D-5	
Service Area:	D, ETJ/Other	
Limits:	RM 2243 to 1,265' SE OF RM 2243	
Impact Fee Class:	Widen 4-Lane Arterial	
Cross-Section:	4D	
Roadway Class:	Arterial 4-Lane	
Length (Feet):	1,241	

Roadway Construction Cost Projection

Paving Construction Costs

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
105	Unclassified Street Excavation	5,464	CY	\$ 15.00	\$ 82,000
205	6" Asphalt (Type C)	2,094	Ton	\$ 80.00	\$ 168,000
305	17" Base	4,038	CY	\$ 45.00	\$ 182,000
405	Geogrid	8,552	SY	\$ 2.00	\$ 17,000
505	10' Concrete Sidewalk	24,828	SF	\$ 10.00	\$ 248,000
605	Machine Laid Curb & Gutter	2,483	LF	\$ 18.00	\$ 45,000
705	Turn Lanes and Median Openings	909	SY	\$ 77.00	\$ 70,000
805	Surface Treatment (0.2 gal/sy, Prime Coat AE-P)	1,269	GAL	\$ 4.00	\$ 5,000

Paving Construction Cost Subtotal: \$ 817,000

Major Construction Component Allowances*

	Item Description	Notes	Allowance	Item Cost
✓	Traffic Control	Construction Phase Traffic Control	5%	\$ 41,000
✓	Pavement Markings/Signs/Posts	Includes Striping/Signs for Shared Paths	2%	\$ 16,000
✓	Roadway Drainage	Standard Internal System	35%	\$ 286,000
✓	Illumination		10%	\$ 82,000
	Special Drainage Structures	None Anticipated	0%	\$ -
✓	Water	Minor Adjustments	2%	\$ 16,000
✓	Sewer	Minor Adjustments	2%	\$ 16,000
✓	Turf and Erosion Control		3%	\$ 25,000
✓	Landscaping and Irrigation		2%	\$ 16,000
	Miscellaneous		0%	\$ -

*Allowances are based on percent of paving construction cost subtotal

Allowance Subtotal: \$ 498,000

Paving Construction Cost and Allowance Subtotal: \$ 1,315,000

Construction Contingency: 15% \$ 197,000

Mobilization: 10% \$ 132,000

Prep ROW: 4% \$ 53,000

Construction Cost Total: \$ 1,700,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:			\$ 1,700,000
Engineering/Survey/Testing:		16%	\$ 272,000
Previous City Contribution:			\$ -
Other:			\$ -
ROW/Easement Acquisition:			\$ 93,105

Impact Fee Project Cost Total 80% City Contribution \$ 1,680,000

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City of Leander
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley»Horn

Updated: 3/14/2022

Project Information:		Description:
Name:	CR 175	This project consists of the reconstruction of the existing pavement to a four-lane arterial.
Project Label:	D-6	
Service Area:	D,	
Limits:	1,265' SE OF RM 2243 to 2,315' SE OF RM 2	
Impact Fee Class:	Widen 4-Lane Arterial	
Cross-Section:	4D	
Roadway Class:	Arterial 4-Lane	
Length (Feet):	1,202	

Roadway Construction Cost Projection

Paving Construction Costs

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
105	Unclassified Street Excavation	5,291	CY	\$ 15.00	\$ 79,000
205	6" Asphalt (Type C)	2,028	Ton	\$ 80.00	\$ 162,000
305	17" Base	3,911	CY	\$ 45.00	\$ 176,000
405	Geogrid	8,281	SY	\$ 2.00	\$ 17,000
505	10' Concrete Sidewalk	24,042	SF	\$ 10.00	\$ 240,000
605	Machine Laid Curb & Gutter	2,404	LF	\$ 18.00	\$ 43,000
705	Turn Lanes and Median Openings	880	SY	\$ 77.00	\$ 68,000
805	Surface Treatment (0.2 gal/sy, Prime Coat AE-P)	1,229	GAL	\$ 4.00	\$ 5,000

Paving Construction Cost Subtotal: \$ 790,000

Major Construction Component Allowances*

	Item Description	Notes	Allowance	Item Cost
✓	Traffic Control	Construction Phase Traffic Control	5%	\$ 40,000
✓	Pavement Markings/Signs/Posts	Includes Striping/Signs for Shared Paths	2%	\$ 16,000
✓	Roadway Drainage	Standard Internal System	35%	\$ 277,000
✓	Illumination		10%	\$ 79,000
	Special Drainage Structures	None Anticipated	0%	\$ -
✓	Water	Minor Adjustments	2%	\$ 16,000
✓	Sewer	Minor Adjustments	2%	\$ 16,000
✓	Turf and Erosion Control		3%	\$ 24,000
✓	Landscaping and Irrigation		2%	\$ 16,000
	Miscellaneous		0%	\$ -

*Allowances are based on percent of paving construction cost subtotal

Allowance Subtotal: \$ 484,000

Paving Construction Cost and Allowance Subtotal: \$ 1,274,000

Construction Contingency: 15% \$ 191,000

Mobilization: 10% \$ 127,000

Prep ROW: 4% \$ 51,000

Construction Cost Total: \$ 1,700,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:			\$ 1,700,000
Engineering/Survey/Testing:		16%	\$ 272,000
Previous City Contribution:			\$ -
Other:			\$ -
ROW/Easement Acquisition:			\$ 90,158

Impact Fee Project Cost Total 80% City Contribution \$ 1,680,000

Note: These planning level cost projections listed in these tables have been developed for impact fee calculations only and should not be used for any future Capital Improvement Planning within the City of Leander. These planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

City of Leander
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley»Horn

Updated: 3/14/2022

Project Information:		Description:
Name:	CR 175	This project consists of the reconstruction of the existing pavement to a four-lane arterial.
Project Label:	D-7	
Service Area:	D, ETJ/Other	
Limits:	2,315' SE OF RM 2243 to 3,040' SE OF RM 2	
Impact Fee Class:	Widen 4-Lane Arterial	
Cross-Section:	4D	
Roadway Class:	Arterial 4-Lane	
Length (Feet):	730	

Roadway Construction Cost Projection

Paving Construction Costs

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
105	Unclassified Street Excavation	3,212	CY	\$ 15.00	\$ 48,000
205	6" Asphalt (Type C)	1,231	Ton	\$ 80.00	\$ 98,000
305	17" Base	2,374	CY	\$ 45.00	\$ 107,000
405	Geogrid	5,028	SY	\$ 2.00	\$ 10,000
505	10' Concrete Sidewalk	14,598	SF	\$ 10.00	\$ 146,000
605	Machine Laid Curb & Gutter	1,460	LF	\$ 18.00	\$ 26,000
705	Turn Lanes and Median Openings	535	SY	\$ 77.00	\$ 41,000
805	Surface Treatment (0.2 gal/sy, Prime Coat AE-P)	746	GAL	\$ 4.00	\$ 3,000

Paving Construction Cost Subtotal: \$ 479,000

Major Construction Component Allowances*

	Item Description	Notes	Allowance	Item Cost
✓	Traffic Control	Construction Phase Traffic Control	5%	\$ 24,000
✓	Pavement Markings/Signs/Posts	Includes Striping/Signs for Shared Paths	2%	\$ 10,000
✓	Roadway Drainage	Standard Internal System	35%	\$ 168,000
✓	Illumination		10%	\$ 48,000
	Special Drainage Structures	None Anticipated	0%	\$ -
✓	Water	Minor Adjustments	2%	\$ 10,000
✓	Sewer	Minor Adjustments	2%	\$ 10,000
✓	Turf and Erosion Control		3%	\$ 14,000
✓	Landscaping and Irrigation		2%	\$ 10,000
	Miscellaneous		0%	\$ -

*Allowances are based on percent of paving construction cost subtotal

Allowance Subtotal: \$ 294,000

Paving Construction Cost and Allowance Subtotal: \$ 773,000

Construction Contingency: 15% \$ 116,000

Mobilization: 10% \$ 77,000

Prep ROW: 4% \$ 31,000

Construction Cost Total: \$ 1,000,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:			\$ 1,000,000
Engineering/Survey/Testing:		16%	\$ 160,000
Previous City Contribution:			\$ -
Other:			\$ -
ROW/Easement Acquisition:			\$ 54,742

Impact Fee Project Cost Total 80% City Contribution \$ 960,000

Note: These planning level cost projections listed in these tables have been developed for impact fee calculations only and should not be used for any future Capital Improvement Planning within the City of Leander. These planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

City of Leander
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley»Horn

Updated: 3/14/2022

Project Information:		Description:
Name:	CR 175	This project consists of the reconstruction of the existing pavement to a four-lane arterial.
Project Label:	D-8	
Service Area:	D, ETJ/Other	
Limits:	1,855' NW OF WHISPER LN to 40' NW OF C	
Impact Fee Class:	Widen 4-Lane Arterial	
Cross-Section:	4D	
Roadway Class:	Arterial 4-Lane	
Length (Feet):	4,796	

Roadway Construction Cost Projection

Paving Construction Costs

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
105	Unclassified Street Excavation	21,110	CY	\$ 15.00	\$ 317,000
205	6" Asphalt (Type C)	8,090	Ton	\$ 80.00	\$ 647,000
305	17" Base	15,603	CY	\$ 45.00	\$ 702,000
405	Geogrid	33,041	SY	\$ 2.00	\$ 66,000
505	10' Concrete Sidewalk	95,926	SF	\$ 10.00	\$ 959,000
605	Machine Laid Curb & Gutter	9,593	LF	\$ 18.00	\$ 173,000
705	Turn Lanes and Median Openings	3,512	SY	\$ 77.00	\$ 270,000
805	Surface Treatment (0.2 gal/sy, Prime Coat AE-P)	4,903	GAL	\$ 4.00	\$ 20,000

Paving Construction Cost Subtotal: \$ 3,154,000

Major Construction Component Allowances*

	Item Description	Notes	Allowance	Item Cost
✓	Traffic Control	Construction Phase Traffic Control	5%	\$ 158,000
✓	Pavement Markings/Signs/Posts	Includes Striping/Signs for Shared Paths	2%	\$ 63,000
✓	Roadway Drainage	Standard Internal System	35%	\$ 1,104,000
✓	Illumination		10%	\$ 315,000
✓	Special Drainage Structures	Minor Stream Crossing	0%	\$ 250,000
✓	Water	Minor Adjustments	2%	\$ 63,000
✓	Sewer	Minor Adjustments	2%	\$ 63,000
✓	Turf and Erosion Control		3%	\$ 95,000
✓	Landscaping and Irrigation		2%	\$ 63,000
	Miscellaneous		0%	\$ -

*Allowances are based on percent of paving construction cost subtotal

Allowance Subtotal: \$ 2,174,000

Paving Construction Cost and Allowance Subtotal: \$ 5,328,000

Construction Contingency: 15% \$ 799,000

Mobilization: 10% \$ 533,000

Prep ROW: 4% \$ 213,000

Construction Cost Total: \$ 6,900,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:			\$ 6,900,000
Engineering/Survey/Testing:		16%	\$ 1,104,000
Previous City Contribution:			\$ -
Other:			\$ -
ROW/Easement Acquisition:			\$ 359,722

Impact Fee Project Cost Total 80% City Contribution \$ 6,720,000

Note: These planning level cost projections listed in these tables have been developed for impact fee calculations only and should not be used for any future Capital Improvement Planning within the City of Leander. These planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

City of Leander
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley»Horn

Updated: 3/14/2022

Project Information:		Description:
Name:	CR 175	This project consists of the reconstruction of the existing pavement to a four-lane arterial.
Project Label:	D-9	
Service Area:	D,	
Limits:	1,400' SE OF CRYSTAL FALLS PKWY to 50'	
Impact Fee Class:	Widen 4-Lane Arterial	
Cross-Section:	4D	
Roadway Class:	Arterial 4-Lane	
Length (Feet):	2,022	

Roadway Construction Cost Projection

Paving Construction Costs

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
105	Unclassified Street Excavation	8,901	CY	\$ 15.00	\$ 134,000
205	6" Asphalt (Type C)	3,411	Ton	\$ 80.00	\$ 273,000
305	17" Base	6,579	CY	\$ 45.00	\$ 296,000
405	Geogrid	13,931	SY	\$ 2.00	\$ 28,000
505	10' Concrete Sidewalk	40,446	SF	\$ 10.00	\$ 404,000
605	Machine Laid Curb & Gutter	4,045	LF	\$ 18.00	\$ 73,000
705	Turn Lanes and Median Openings	1,481	SY	\$ 77.00	\$ 114,000
805	Surface Treatment (0.2 gal/sy, Prime Coat AE-P)	2,067	GAL	\$ 4.00	\$ 8,000

Paving Construction Cost Subtotal: \$ 1,330,000

Major Construction Component Allowances*

	Item Description	Notes	Allowance	Item Cost
✓	Traffic Control	Construction Phase Traffic Control	5%	\$ 67,000
✓	Pavement Markings/Signs/Posts	Includes Striping/Signs for Shared Paths	2%	\$ 27,000
✓	Roadway Drainage	Standard Internal System	35%	\$ 466,000
✓	Illumination		10%	\$ 133,000
	Special Drainage Structures	None Anticipated	0%	\$ -
✓	Water	Minor Adjustments	2%	\$ 27,000
✓	Sewer	Minor Adjustments	2%	\$ 27,000
✓	Turf and Erosion Control		3%	\$ 40,000
✓	Landscaping and Irrigation		2%	\$ 27,000
	Miscellaneous		0%	\$ -

*Allowances are based on percent of paving construction cost subtotal

Allowance Subtotal: \$ 814,000

Paving Construction Cost and Allowance Subtotal: \$ 2,144,000

Construction Contingency: 15% \$ 322,000

Mobilization: 10% \$ 214,000

Prep ROW: 4% \$ 86,000

Construction Cost Total: \$ 2,800,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:			\$ 2,800,000
Engineering/Survey/Testing:		16%	\$ 448,000
Previous City Contribution:			\$ -
Other:			\$ -
ROW/Easement Acquisition:			\$ 151,672

Impact Fee Project Cost Total 80% City Contribution \$ 2,720,000

Note: These planning level cost projections listed in these tables have been developed for impact fee calculations only and should not be used for any future Capital Improvement Planning within the City of Leander. These planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

City of Leander
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley»Horn

Updated: 3/14/2022

Project Information:		Description:
Name:	CR 175	This project consists of the reconstruction of the existing pavement to a four-lane arterial.
Project Label:	D-10	
Service Area:	D, ETJ/Other	
Limits:	615' NW OF JOURNEY PKWY to JOURNEY	
Impact Fee Class:	Widen 4-Lane Arterial	
Cross-Section:	4D	
Roadway Class:	Arterial 4-Lane	
Length (Feet):	617	

Roadway Construction Cost Projection

Paving Construction Costs

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
105	Unclassified Street Excavation	2,716	CY	\$ 15.00	\$ 41,000
205	6" Asphalt (Type C)	1,041	Ton	\$ 80.00	\$ 83,000
305	17" Base	2,008	CY	\$ 45.00	\$ 90,000
405	Geogrid	4,251	SY	\$ 2.00	\$ 9,000
505	10' Concrete Sidewalk	12,343	SF	\$ 10.00	\$ 123,000
605	Machine Laid Curb & Gutter	1,234	LF	\$ 18.00	\$ 22,000
705	Turn Lanes and Median Openings	452	SY	\$ 77.00	\$ 35,000
805	Surface Treatment (0.2 gal/sy, Prime Coat AE-P)	631	GAL	\$ 4.00	\$ 3,000

Paving Construction Cost Subtotal: \$ 406,000

Major Construction Component Allowances*

	Item Description	Notes	Allowance	Item Cost
✓	Traffic Control	Construction Phase Traffic Control	5%	\$ 20,000
✓	Pavement Markings/Signs/Posts	Includes Striping/Signs for Shared Paths	2%	\$ 8,000
✓	Roadway Drainage	Standard Internal System	35%	\$ 142,000
✓	Illumination		10%	\$ 41,000
	Special Drainage Structures	None Anticipated	0%	\$ -
✓	Water	Minor Adjustments	2%	\$ 8,000
✓	Sewer	Minor Adjustments	2%	\$ 8,000
✓	Turf and Erosion Control		3%	\$ 12,000
✓	Landscaping and Irrigation		2%	\$ 8,000
	Miscellaneous		0%	\$ -

*Allowances are based on percent of paving construction cost subtotal

Allowance Subtotal: \$ 247,000

Paving Construction Cost and Allowance Subtotal: \$ 653,000

Construction Contingency: 15% \$ 98,000

Mobilization: 10% \$ 65,000

Prep ROW: 4% \$ 26,000

Construction Cost Total: \$ 900,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:			\$ 900,000
Engineering/Survey/Testing:		16%	\$ 144,000
Previous City Contribution:			\$ -
Other:			\$ -
ROW/Easement Acquisition:			\$ 46,285

Impact Fee Project Cost Total 80% City Contribution \$ 880,000

Note: These planning level cost projections listed in these tables have been developed for impact fee calculations only and should not be used for any future Capital Improvement Planning within the City of Leander. These planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

City of Leander
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley»Horn

Updated: 3/14/2022

Project Information:		Description:
Name:	RM 2243	This project consists of the reconstruction of the existing pavement to a four-lane arterial.
Project Label:	D-11	
Service Area:	D,	
Limits:	N US 183 to CR 175	
Impact Fee Class:	Widen 4-Lane Arterial	
Cross-Section:	TBD	
Roadway Class:	Arterial 4-Lane	
Length (Feet):	16,953	

Roadway Construction Cost Projection

Paving Construction Costs

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
105	Unclassified Street Excavation	74,615	CY	\$ 15.00	\$ 1,119,000
205	6" Asphalt (Type C)	28,594	Ton	\$ 80.00	\$ 2,288,000
305	17" Base	55,150	CY	\$ 45.00	\$ 2,482,000
405	Geogrid	116,789	SY	\$ 2.00	\$ 234,000
505	10' Concrete Sidewalk	339,065	SF	\$ 10.00	\$ 3,391,000
605	Machine Laid Curb & Gutter	33,907	LF	\$ 18.00	\$ 610,000
705	Turn Lanes and Median Openings	12,415	SY	\$ 77.00	\$ 956,000
805	Surface Treatment (0.2 gal/sy, Prime Coat AE-P)	17,330	GAL	\$ 4.00	\$ 69,000

Paving Construction Cost Subtotal: \$ 11,149,000

Major Construction Component Allowances*

	Item Description	Notes	Allowance	Item Cost
✓	Traffic Control	Construction Phase Traffic Control	5%	\$ 557,000
✓	Pavement Markings/Signs/Posts	Includes Striping/Signs for Shared Paths	2%	\$ 223,000
✓	Roadway Drainage	Standard Internal System	35%	\$ 3,902,000
✓	Illumination		10%	\$ 1,115,000
✓	Special Drainage Structures	Bridge Crossing	0%	\$ 11,021,200
✓	Water	Minor Adjustments	2%	\$ 223,000
✓	Sewer	Minor Adjustments	2%	\$ 223,000
✓	Turf and Erosion Control		3%	\$ 334,000
✓	Landscaping and Irrigation		2%	\$ 223,000
	Miscellaneous		0%	\$ -

*Allowances are based on percent of paving construction cost subtotal

Allowance Subtotal: \$ 17,821,200

Paving Construction Cost and Allowance Subtotal: \$ 28,970,200

Construction Contingency: 15% \$ 4,346,000

Mobilization: 10% \$ 2,897,000

Prep ROW: 4% \$ 1,159,000

Construction Cost Total: \$ 37,400,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:			\$ 37,400,000
Engineering/Survey/Testing:		16%	\$ 5,984,000
Previous City Contribution:			\$ -
Other:	Corridor Study		\$ 459,299
ROW/Easement Acquisition:			\$ 1,271,494

Impact Fee Project Cost Total: \$ 45,100,000

Note: These planning level cost projections listed in these tables have been developed for impact fee calculations only and should not be used for any future Capital Improvement Planning within the City of Leander. These planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

City of Leander
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley»Horn

Updated: 3/14/2022

Project Information:		Description:
Name:	RM 2243	This project consists of the reconstruction of the existing pavement to a four-lane arterial.
Project Label:	D-12	
Service Area:	D, ETJ/Other	
Limits:	CR 175 to HERO WAY	
Impact Fee Class:	Widen 4-Lane Arterial	
Cross-Section:	TBD	
Roadway Class:	Arterial 4-Lane	
Length (Feet):	1,502	

Roadway Construction Cost Projection

Paving Construction Costs

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
105	Unclassified Street Excavation	6,612	CY	\$ 15.00	\$ 99,000
205	6" Asphalt (Type C)	2,534	Ton	\$ 80.00	\$ 203,000
305	17" Base	4,887	CY	\$ 45.00	\$ 220,000
405	Geogrid	10,349	SY	\$ 2.00	\$ 21,000
505	10' Concrete Sidewalk	30,046	SF	\$ 10.00	\$ 300,000
605	Machine Laid Curb & Gutter	3,005	LF	\$ 18.00	\$ 54,000
705	Turn Lanes and Median Openings	1,100	SY	\$ 77.00	\$ 85,000
805	Surface Treatment (0.2 gal/sy, Prime Coat AE-P)	1,536	GAL	\$ 4.00	\$ 6,000

Paving Construction Cost Subtotal: \$ 988,000

Major Construction Component Allowances*

	Item Description	Notes	Allowance	Item Cost
✓	Traffic Control	Construction Phase Traffic Control	5%	\$ 49,000
✓	Pavement Markings/Signs/Posts	Includes Striping/Signs for Shared Paths	2%	\$ 20,000
✓	Roadway Drainage	Standard Internal System	35%	\$ 346,000
✓	Illumination		10%	\$ 99,000
	Special Drainage Structures	None Anticipated	0%	\$ -
✓	Water	Minor Adjustments	2%	\$ 20,000
✓	Sewer	Minor Adjustments	2%	\$ 20,000
✓	Turf and Erosion Control		3%	\$ 30,000
✓	Landscaping and Irrigation		2%	\$ 20,000
	Miscellaneous		0%	\$ -

*Allowances are based on percent of paving construction cost subtotal

Allowance Subtotal: \$ 604,000

Paving Construction Cost and Allowance Subtotal: \$ 1,592,000

Construction Contingency: 15% \$ 239,000

Mobilization: 10% \$ 159,000

Prep ROW: 4% \$ 64,000

Construction Cost Total: \$ 2,100,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:			\$ 2,100,000
Engineering/Survey/Testing:		16%	\$ 336,000
Previous City Contribution:			\$ -
Other:	Corridor Study		\$ 40,701
ROW/Easement Acquisition:			\$ 112,674

Impact Fee Project Cost Total: \$ 2,600,000

Note: These planning level cost projections listed in these tables have been developed for impact fee calculations only and should not be used for any future Capital Improvement Planning within the City of Leander. These planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

City of Leander
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley»Horn

Updated: 3/14/2022

Project Information:		Description:
Name:	Woodview Dr	This project consists of the construction of a new two-lane residential collector.
Project Label:	D-13	
Service Area:	D,	
Limits:	980' W OF N US 183 to N US 183	
Impact Fee Class:	New Collector	
Cross-Section:	2U	
Roadway Class:	Residential Collector	
Length (Feet):	976	

Roadway Construction Cost Projection

Paving Construction Costs

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
101	Unclassified Street Excavation	2,153	CY	\$ 15.00	\$ 32,000
201	3" Asphalt (Type C)	841	Ton	\$ 80.00	\$ 67,000
301	10" Base	1,656	CY	\$ 45.00	\$ 75,000
401	Geogrid	5,963	SY	\$ 2.00	\$ 12,000
501	6' Concrete Sidewalk	11,709	SF	\$ 10.00	\$ 117,000
601	Machine Laid Curb & Gutter	1,951	LF	\$ 18.00	\$ 35,000
701	Turn Lanes and Median Openings	0	SY	\$ 75.00	\$ -
801	Surface Treatment (0.2 gal/sy, Prime Coat AE-P)	1,019	GAL	\$ 4.00	\$ 4,000

Paving Construction Cost Subtotal: \$ 342,000

Major Construction Component Allowances*

	Item Description	Notes	Allowance	Item Cost
✓	Traffic Control	None Anticipated	5%	\$ 17,000
✓	Pavement Markings/Signs/Posts	Includes Striping/Signs for Shared Paths	2%	\$ 7,000
✓	Roadway Drainage	Standard Internal System	35%	\$ 120,000
✓	Illumination		10%	\$ 34,000
✓	Special Drainage Structures	Bridge Crossing	0%	\$ 3,450,300
✓	Water	Minor Adjustments	2%	\$ 7,000
✓	Sewer	Minor Adjustments	2%	\$ 7,000
✓	Turf and Erosion Control		3%	\$ 10,000
✓	Landscaping and Irrigation		2%	\$ 7,000
	Miscellaneous		0%	\$ -

*Allowances are based on percent of paving construction cost subtotal

Allowance Subtotal: \$ 3,659,300

Paving Construction Cost and Allowance Subtotal: \$ 4,001,300

Construction Contingency: 15% \$ 600,000

Mobilization: 10% \$ 400,000

Prep ROW: 4% \$ 160,000

Construction Cost Total: \$ 5,200,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:			\$ 5,200,000
Engineering/Survey/Testing:		16%	\$ 832,000
Previous City Contribution:			\$ -
Other:			\$ -
ROW/Easement Acquisition:			\$ 292,725

Impact Fee Project Cost Total: \$ 6,300,000

Note: These planning level cost projections listed in these tables have been developed for impact fee calculations only and should not be used for any future Capital Improvement Planning within the City of Leander. These planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

City of Leander
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley»Horn

Updated: 3/14/2022

Project Information:		Description:
Name:	Crystal Falls Pkwy	
Project Label:	D-14	
Service Area:	D,	
Limits:	RONALD REAGAN BLVD to 725' E OF RON.	This project consists of the construction of a new four-lane arterial.
Impact Fee Class:	New 4-Lane Arterial	
Cross-Section:	4D	
Roadway Class:	Arterial 4-Lane	
Length (Feet):	726	

Roadway Construction Cost Projection

Paving Construction Costs

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
105	Unclassified Street Excavation	3,194	CY	\$ 15.00	\$ 48,000
205	6" Asphalt (Type C)	1,224	Ton	\$ 80.00	\$ 98,000
305	17" Base	2,360	CY	\$ 45.00	\$ 106,000
405	Geogrid	4,999	SY	\$ 2.00	\$ 10,000
505	10' Concrete Sidewalk	14,512	SF	\$ 10.00	\$ 145,000
605	Machine Laid Curb & Gutter	1,451	LF	\$ 18.00	\$ 26,000
705	Turn Lanes and Median Openings	531	SY	\$ 77.00	\$ 41,000
805	Surface Treatment (0.2 gal/sy, Prime Coat AE-P)	742	GAL	\$ 4.00	\$ 3,000

Paving Construction Cost Subtotal: \$ 477,000

Major Construction Component Allowances*

	Item Description	Notes	Allowance	Item Cost
✓	Traffic Control	None Anticipated	5%	\$ 24,000
✓	Pavement Markings/Signs/Posts	Includes Striping/Signs for Shared Paths	2%	\$ 10,000
✓	Roadway Drainage	Standard Internal System	35%	\$ 167,000
✓	Illumination		10%	\$ 48,000
	Special Drainage Structures	None Anticipated	0%	\$ -
✓	Water	Minor Adjustments	2%	\$ 10,000
✓	Sewer	Minor Adjustments	2%	\$ 10,000
✓	Turf and Erosion Control		3%	\$ 14,000
✓	Landscaping and Irrigation		2%	\$ 10,000
	Miscellaneous		0%	\$ -

*Allowances are based on percent of paving construction cost subtotal

Allowance Subtotal: \$ 293,000

Paving Construction Cost and Allowance Subtotal: \$ 770,000

Construction Contingency: 15% \$ 116,000

Mobilization: 10% \$ 77,000

Prep ROW: 4% \$ 31,000

Construction Cost Total: \$ 1,000,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:			\$ 1,000,000
Engineering/Survey/Testing:		16%	\$ 160,000
Previous City Contribution:			\$ -
Other:			\$ -
ROW/Easement Acquisition:			\$ 217,681

Impact Fee Project Cost Total: \$ 1,400,000

Note: These planning level cost projections listed in these tables have been developed for impact fee calculations only and should not be used for any future Capital Improvement Planning within the City of Leander. These planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

City of Leander
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley»Horn

Updated: 3/14/2022

Project Information:		Description:
Name:	Crystal Falls Pkwy	This project consists of the construction of a new four-lane arterial.
Project Label:	D-15	
Service Area:	D, ETJ/Other	
Limits:	1,405' E OF RONALD REAGAN BLVD to 2,111' W OF	
Impact Fee Class:	New 4-Lane Arterial	
Cross-Section:	4D	
Roadway Class:	Arterial 4-Lane	
Length (Feet):	780	

Roadway Construction Cost Projection

Paving Construction Costs

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
105	Unclassified Street Excavation	3,433	CY	\$ 15.00	\$ 52,000
205	6" Asphalt (Type C)	1,316	Ton	\$ 80.00	\$ 105,000
305	17" Base	2,538	CY	\$ 45.00	\$ 114,000
405	Geogrid	5,374	SY	\$ 2.00	\$ 11,000
505	10' Concrete Sidewalk	15,602	SF	\$ 10.00	\$ 156,000
605	Machine Laid Curb & Gutter	1,560	LF	\$ 18.00	\$ 28,000
705	Turn Lanes and Median Openings	571	SY	\$ 77.00	\$ 44,000
805	Surface Treatment (0.2 gal/sy, Prime Coat AE-P)	797	GAL	\$ 4.00	\$ 3,000

Paving Construction Cost Subtotal: \$ 513,000

Major Construction Component Allowances*

	Item Description	Notes	Allowance	Item Cost
✓	Traffic Control	None Anticipated	5%	\$ 26,000
✓	Pavement Markings/Signs/Posts	Includes Striping/Signs for Shared Paths	2%	\$ 10,000
✓	Roadway Drainage	Standard Internal System	35%	\$ 180,000
✓	Illumination		10%	\$ 51,000
	Special Drainage Structures	None Anticipated	0%	\$ -
✓	Water	Minor Adjustments	2%	\$ 10,000
✓	Sewer	Minor Adjustments	2%	\$ 10,000
✓	Turf and Erosion Control		3%	\$ 15,000
✓	Landscaping and Irrigation		2%	\$ 10,000
	Miscellaneous		0%	\$ -

*Allowances are based on percent of paving construction cost subtotal

Allowance Subtotal: \$ 312,000

Paving Construction Cost and Allowance Subtotal: \$ 825,000

Construction Contingency: 15% \$ 124,000

Mobilization: 10% \$ 83,000

Prep ROW: 4% \$ 33,000

Construction Cost Total: \$ 1,100,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:			\$ 1,100,000
Engineering/Survey/Testing:		16%	\$ 176,000
Previous City Contribution:			\$ -
Other:			\$ -
ROW/Easement Acquisition:			\$ 234,027

Impact Fee Project Cost Total: \$ 1,500,000

Note: These planning level cost projections listed in these tables have been developed for impact fee calculations only and should not be used for any future Capital Improvement Planning within the City of Leander. These planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

City of Leander
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley»Horn

Updated: 3/14/2022

Project Information:		Description:
Name:	Crystal Falls Pkwy	This project consists of the construction of a new four-lane arterial.
Project Label:	D-16	
Service Area:	D,	
Limits:	2,190' E OF RONALD REAGAN BLVD to 1,6	
Impact Fee Class:	New 4-Lane Arterial	
Cross-Section:	4D	
Roadway Class:	Arterial 4-Lane	
Length (Feet):	2,299	

Roadway Construction Cost Projection

Paving Construction Costs

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
105	Unclassified Street Excavation	10,118	CY	\$ 15.00	\$ 152,000
205	6" Asphalt (Type C)	3,877	Ton	\$ 80.00	\$ 310,000
305	17" Base	7,478	CY	\$ 45.00	\$ 337,000
405	Geogrid	15,837	SY	\$ 2.00	\$ 32,000
505	10' Concrete Sidewalk	45,977	SF	\$ 10.00	\$ 460,000
605	Machine Laid Curb & Gutter	4,598	LF	\$ 18.00	\$ 83,000
705	Turn Lanes and Median Openings	1,684	SY	\$ 77.00	\$ 130,000
805	Surface Treatment (0.2 gal/sy, Prime Coat AE-P)	2,350	GAL	\$ 4.00	\$ 9,000

Paving Construction Cost Subtotal: \$ 1,513,000

Major Construction Component Allowances*

	Item Description	Notes	Allowance	Item Cost
✓	Traffic Control	None Anticipated	5%	\$ 76,000
✓	Pavement Markings/Signs/Posts	Includes Striping/Signs for Shared Paths	2%	\$ 30,000
✓	Roadway Drainage	Standard Internal System	35%	\$ 530,000
✓	Illumination		10%	\$ 151,000
✓	Special Drainage Structures	Bridge Crossing	0%	\$ 3,328,000
✓	Water	Minor Adjustments	2%	\$ 30,000
✓	Sewer	Minor Adjustments	2%	\$ 30,000
✓	Turf and Erosion Control		3%	\$ 45,000
✓	Landscaping and Irrigation		2%	\$ 30,000
	Miscellaneous		0%	\$ -

*Allowances are based on percent of paving construction cost subtotal

Allowance Subtotal: \$ 4,250,000

Paving Construction Cost and Allowance Subtotal: \$ 5,763,000

Construction Contingency: 15% \$ 864,000

Mobilization: 10% \$ 576,000

Prep ROW: 4% \$ 231,000

Construction Cost Total: \$ 7,500,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:			\$ 7,500,000
Engineering/Survey/Testing:		16%	\$ 1,200,000
Previous City Contribution:			\$ -
Other:			\$ -
ROW/Easement Acquisition:			\$ 689,658

Impact Fee Project Cost Total: \$ 9,400,000

Note: These planning level cost projections listed in these tables have been developed for impact fee calculations only and should not be used for any future Capital Improvement Planning within the City of Leander. These planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

City of Leander
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley»Horn

Updated: 3/14/2022

Project Information:		Description:
Name:	Crystal Falls Pkwy	This project consists of the construction of a new four-lane arterial.
Project Label:	D-17	
Service Area:	D, ETJ/Other	
Limits:	1,615' W OF CR 175 to 590' W OF CR 175	
Impact Fee Class:	New 4-Lane Arterial	
Cross-Section:	4D	
Roadway Class:	Arterial 4-Lane	
Length (Feet):	1,004	

Roadway Construction Cost Projection

Paving Construction Costs

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
105	Unclassified Street Excavation	4,421	CY	\$ 15.00	\$ 66,000
205	6" Asphalt (Type C)	1,694	Ton	\$ 80.00	\$ 136,000
305	17" Base	3,267	CY	\$ 45.00	\$ 147,000
405	Geogrid	6,919	SY	\$ 2.00	\$ 14,000
505	10' Concrete Sidewalk	20,088	SF	\$ 10.00	\$ 201,000
605	Machine Laid Curb & Gutter	2,009	LF	\$ 18.00	\$ 36,000
705	Turn Lanes and Median Openings	736	SY	\$ 77.00	\$ 57,000
805	Surface Treatment (0.2 gal/sy, Prime Coat AE-P)	1,027	GAL	\$ 4.00	\$ 4,000

Paving Construction Cost Subtotal: \$ 661,000

Major Construction Component Allowances*

	Item Description	Notes	Allowance	Item Cost
✓	Traffic Control	None Anticipated	5%	\$ 33,000
✓	Pavement Markings/Signs/Posts	Includes Striping/Signs for Shared Paths	2%	\$ 13,000
✓	Roadway Drainage	Standard Internal System	35%	\$ 231,000
✓	Illumination		10%	\$ 66,000
	Special Drainage Structures	None Anticipated	0%	\$ -
✓	Water	Minor Adjustments	2%	\$ 13,000
✓	Sewer	Minor Adjustments	2%	\$ 13,000
✓	Turf and Erosion Control		3%	\$ 20,000
✓	Landscaping and Irrigation		2%	\$ 13,000
	Miscellaneous		0%	\$ -

*Allowances are based on percent of paving construction cost subtotal

Allowance Subtotal: \$ 402,000

Paving Construction Cost and Allowance Subtotal: \$ 1,063,000

Construction Contingency: 15% \$ 159,000

Mobilization: 10% \$ 106,000

Prep ROW: 4% \$ 43,000

Construction Cost Total: \$ 1,400,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:			\$ 1,400,000
Engineering/Survey/Testing:		16%	\$ 224,000
Previous City Contribution:			\$ -
Other:			\$ -
ROW/Easement Acquisition:			\$ 301,324

Impact Fee Project Cost Total: \$ 1,900,000

Note: These planning level cost projections listed in these tables have been developed for impact fee calculations only and should not be used for any future Capital Improvement Planning within the City of Leander. These planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

City of Leander
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley»Horn

Updated: 3/14/2022

Project Information:		Description:
Name:	Crystal Falls Pkwy	This project consists of the construction of a new four-lane arterial.
Project Label:	D-18	
Service Area:	D,	
Limits:	1,615' W OF CR 175 to 115' W OF CR 175	
Impact Fee Class:	New 4-Lane Arterial	
Cross-Section:	4D	
Roadway Class:	Arterial 4-Lane	
Length (Feet):	426	

Roadway Construction Cost Projection

Paving Construction Costs

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
105	Unclassified Street Excavation	1,873	CY	\$ 15.00	\$ 28,000
205	6" Asphalt (Type C)	718	Ton	\$ 80.00	\$ 57,000
305	17" Base	1,384	CY	\$ 45.00	\$ 62,000
405	Geogrid	2,932	SY	\$ 2.00	\$ 6,000
505	10' Concrete Sidewalk	8,512	SF	\$ 10.00	\$ 85,000
605	Machine Laid Curb & Gutter	851	LF	\$ 18.00	\$ 15,000
705	Turn Lanes and Median Openings	312	SY	\$ 77.00	\$ 24,000
805	Surface Treatment (0.2 gal/sy, Prime Coat AE-P)	435	GAL	\$ 4.00	\$ 2,000

Paving Construction Cost Subtotal: \$ 279,000

Major Construction Component Allowances*

	Item Description	Notes	Allowance	Item Cost
✓	Traffic Control	None Anticipated	5%	\$ 14,000
✓	Pavement Markings/Signs/Posts	Includes Striping/Signs for Shared Paths	2%	\$ 6,000
✓	Roadway Drainage	Standard Internal System	35%	\$ 98,000
✓	Illumination		10%	\$ 28,000
	Special Drainage Structures	None Anticipated	0%	\$ -
✓	Water	Minor Adjustments	2%	\$ 6,000
✓	Sewer	Minor Adjustments	2%	\$ 6,000
✓	Turf and Erosion Control		3%	\$ 8,000
✓	Landscaping and Irrigation		2%	\$ 6,000
	Miscellaneous		0%	\$ -

*Allowances are based on percent of paving construction cost subtotal

Allowance Subtotal: \$ 172,000

Paving Construction Cost and Allowance Subtotal: \$ 451,000

Construction Contingency: 15% \$ 68,000

Mobilization: 10% \$ 45,000

Prep ROW: 4% \$ 18,000

Construction Cost Total: \$ 600,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:			\$ 600,000
Engineering/Survey/Testing:		16%	\$ 96,000
Previous City Contribution:			\$ -
Other:			\$ -
ROW/Easement Acquisition:			\$ 127,677

Impact Fee Project Cost Total: \$ 800,000

Note: These planning level cost projections listed in these tables have been developed for impact fee calculations only and should not be used for any future Capital Improvement Planning within the City of Leander. These planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

City of Leander
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley»Horn

Updated: 3/14/2022

Project Information:		Description:
Name:	Journey Pkwy	This project consists of the reconstruction of the existing pavement to a four-lane arterial.
Project Label:	D-19	
Service Area:	D,	
Limits:	RONALD REAGAN BLVD to 4,025' E OF RO	
Impact Fee Class:	Widen 4-Lane Arterial	
Cross-Section:	4D	
Roadway Class:	Arterial 4-Lane	
Length (Feet):	4,022	

Roadway Construction Cost Projection

Paving Construction Costs

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
105	Unclassified Street Excavation	17,703	CY	\$ 15.00	\$ 266,000
205	6" Asphalt (Type C)	6,784	Ton	\$ 80.00	\$ 543,000
305	17" Base	13,085	CY	\$ 45.00	\$ 589,000
405	Geogrid	27,709	SY	\$ 2.00	\$ 55,000
505	10' Concrete Sidewalk	80,445	SF	\$ 10.00	\$ 804,000
605	Machine Laid Curb & Gutter	8,044	LF	\$ 18.00	\$ 145,000
705	Turn Lanes and Median Openings	2,946	SY	\$ 77.00	\$ 227,000
805	Surface Treatment (0.2 gal/sy, Prime Coat AE-P)	4,112	GAL	\$ 4.00	\$ 16,000

Paving Construction Cost Subtotal: \$ 2,645,000

Major Construction Component Allowances*

	Item Description	Notes	Allowance	Item Cost
✓	Traffic Control	Construction Phase Traffic Control	5%	\$ 132,000
✓	Pavement Markings/Signs/Posts	Includes Striping/Signs for Shared Paths	2%	\$ 53,000
✓	Roadway Drainage	Standard Internal System	35%	\$ 926,000
✓	Illumination		10%	\$ 265,000
	Special Drainage Structures	None Anticipated	0%	\$ -
✓	Water	Minor Adjustments	2%	\$ 53,000
✓	Sewer	Minor Adjustments	2%	\$ 53,000
✓	Turf and Erosion Control		3%	\$ 79,000
✓	Landscaping and Irrigation		2%	\$ 53,000
	Miscellaneous		0%	\$ -

*Allowances are based on percent of paving construction cost subtotal

Allowance Subtotal: \$ 1,614,000

Paving Construction Cost and Allowance Subtotal: \$ 4,259,000

Construction Contingency: 15% \$ 639,000

Mobilization: 10% \$ 426,000

Prep ROW: 4% \$ 170,000

Construction Cost Total: \$ 5,500,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:			\$ 5,500,000
Engineering/Survey/Testing:		16%	\$ 880,000
Previous City Contribution:			\$ -
Other:			\$ -
ROW/Easement Acquisition:			\$ 301,668

Impact Fee Project Cost Total: \$ 6,700,000

Note: These planning level cost projections listed in these tables have been developed for impact fee calculations only and should not be used for any future Capital Improvement Planning within the City of Leander. These planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

City of Leander
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley»Horn

Updated: 3/14/2022

Project Information:		Description:
Name:	Journey Pkwy	This project consists of the reconstruction of the existing pavement to a four-lane arterial.
Project Label:	D-20	
Service Area:	D, ETJ/Other	
Limits:	4,025' E OF RONALD REAGAN BLVD to 4,71	
Impact Fee Class:	Widen 4-Lane Arterial	
Cross-Section:	4D	
Roadway Class:	Arterial 4-Lane	
Length (Feet):	661	

Roadway Construction Cost Projection

Paving Construction Costs

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
105	Unclassified Street Excavation	2,908	CY	\$ 15.00	\$ 44,000
205	6" Asphalt (Type C)	1,115	Ton	\$ 80.00	\$ 89,000
305	17" Base	2,150	CY	\$ 45.00	\$ 97,000
405	Geogrid	4,552	SY	\$ 2.00	\$ 9,000
505	10' Concrete Sidewalk	13,216	SF	\$ 10.00	\$ 132,000
605	Machine Laid Curb & Gutter	1,322	LF	\$ 18.00	\$ 24,000
705	Turn Lanes and Median Openings	484	SY	\$ 77.00	\$ 37,000
805	Surface Treatment (0.2 gal/sy, Prime Coat AE-P)	675	GAL	\$ 4.00	\$ 3,000

Paving Construction Cost Subtotal: \$ 435,000

Major Construction Component Allowances*

	Item Description	Notes	Allowance	Item Cost
✓	Traffic Control	Construction Phase Traffic Control	5%	\$ 22,000
✓	Pavement Markings/Signs/Posts	Includes Striping/Signs for Shared Paths	2%	\$ 9,000
✓	Roadway Drainage	Standard Internal System	35%	\$ 152,000
✓	Illumination		10%	\$ 44,000
✓	Special Drainage Structures	Bridge Crossing	0%	\$ 1,526,400
✓	Water	Minor Adjustments	2%	\$ 9,000
✓	Sewer	Minor Adjustments	2%	\$ 9,000
✓	Turf and Erosion Control		3%	\$ 13,000
✓	Landscaping and Irrigation		2%	\$ 9,000
	Miscellaneous		0%	\$ -

*Allowances are based on percent of paving construction cost subtotal

Allowance Subtotal: \$ 1,793,400

Paving Construction Cost and Allowance Subtotal: \$ 2,228,400

Construction Contingency: 15% \$ 334,000

Mobilization: 10% \$ 223,000

Prep ROW: 4% \$ 89,000

Construction Cost Total: \$ 2,900,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:			\$ 2,900,000
Engineering/Survey/Testing:		16%	\$ 464,000
Previous City Contribution:			\$ -
Other:			\$ -
ROW/Easement Acquisition:			\$ 49,561

Impact Fee Project Cost Total: \$ 3,400,000

Note: These planning level cost projections listed in these tables have been developed for impact fee calculations only and should not be used for any future Capital Improvement Planning within the City of Leander. These planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

City of Leander
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley»Horn

Updated: 3/14/2022

Project Information:		Description:
Name:	Journey Pkwy	This project consists of the reconstruction of the existing pavement to a four-lane arterial.
Project Label:	D-20	
Service Area:	D, ETJ/Other	
Limits:	4,025' E OF RONALD REAGAN BLVD to 4,71	
Impact Fee Class:	Widen 4-Lane Arterial	
Cross-Section:	4D	
Roadway Class:	Arterial 4-Lane	
Length (Feet):	661	

Roadway Construction Cost Projection

Paving Construction Costs

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
105	Unclassified Street Excavation	2,908	CY	\$ 15.00	\$ 44,000
205	6" Asphalt (Type C)	1,115	Ton	\$ 80.00	\$ 89,000
305	17" Base	2,150	CY	\$ 45.00	\$ 97,000
405	Geogrid	4,552	SY	\$ 2.00	\$ 9,000
505	10' Concrete Sidewalk	13,216	SF	\$ 10.00	\$ 132,000
605	Machine Laid Curb & Gutter	1,322	LF	\$ 18.00	\$ 24,000
705	Turn Lanes and Median Openings	484	SY	\$ 77.00	\$ 37,000
805	Surface Treatment (0.2 gal/sy, Prime Coat AE-P)	675	GAL	\$ 4.00	\$ 3,000

Paving Construction Cost Subtotal: \$ 435,000

Major Construction Component Allowances*

	Item Description	Notes	Allowance	Item Cost
✓	Traffic Control	Construction Phase Traffic Control	5%	\$ 22,000
✓	Pavement Markings/Signs/Posts	Includes Striping/Signs for Shared Paths	2%	\$ 9,000
✓	Roadway Drainage	Standard Internal System	35%	\$ 152,000
✓	Illumination		10%	\$ 44,000
	Special Drainage Structures	None Anticipated	0%	\$ -
✓	Water	Minor Adjustments	2%	\$ 9,000
✓	Sewer	Minor Adjustments	2%	\$ 9,000
✓	Turf and Erosion Control		3%	\$ 13,000
✓	Landscaping and Irrigation		2%	\$ 9,000
	Miscellaneous		0%	\$ -

*Allowances are based on percent of paving construction cost subtotal

Allowance Subtotal: \$ 267,000

Paving Construction Cost and Allowance Subtotal: \$ 702,000

Construction Contingency: 15% \$ 105,000

Mobilization: 10% \$ 70,000

Prep ROW: 4% \$ 28,000

Construction Cost Total: \$ 1,000,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:			\$ 1,000,000
Engineering/Survey/Testing:		16%	\$ 160,000
Previous City Contribution:			\$ -
Other:			\$ -
ROW/Easement Acquisition:			\$ 49,561

Impact Fee Project Cost Total: \$ 1,200,000

Note: These planning level cost projections listed in these tables have been developed for impact fee calculations only and should not be used for any future Capital Improvement Planning within the City of Leander. These planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

City of Leander
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley»Horn

Updated: 3/14/2022

Project Information:		Description:
Name:	Journey Pkwy	This project consists of the reconstruction of the existing pavement to a four-lane arterial.
Project Label:	D-21	
Service Area:	D,	
Limits:	4,700' E OF RONALD REAGAN BLVD to 5,01	
Impact Fee Class:	Widen 4-Lane Arterial	
Cross-Section:	4D	
Roadway Class:	Arterial 4-Lane	
Length (Feet):	279	

Roadway Construction Cost Projection

Paving Construction Costs

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
105	Unclassified Street Excavation	1,228	CY	\$ 15.00	\$ 18,000
205	6" Asphalt (Type C)	470	Ton	\$ 80.00	\$ 38,000
305	17" Base	907	CY	\$ 45.00	\$ 41,000
405	Geogrid	1,922	SY	\$ 2.00	\$ 4,000
505	10' Concrete Sidewalk	5,579	SF	\$ 10.00	\$ 56,000
605	Machine Laid Curb & Gutter	558	LF	\$ 18.00	\$ 10,000
705	Turn Lanes and Median Openings	204	SY	\$ 77.00	\$ 16,000
805	Surface Treatment (0.2 gal/sy, Prime Coat AE-P)	285	GAL	\$ 4.00	\$ 1,000

Paving Construction Cost Subtotal: \$ 184,000

Major Construction Component Allowances*

	Item Description	Notes	Allowance	Item Cost
✓	Traffic Control	Construction Phase Traffic Control	5%	\$ 9,000
✓	Pavement Markings/Signs/Posts	Includes Striping/Signs for Shared Paths	2%	\$ 4,000
✓	Roadway Drainage	Standard Internal System	35%	\$ 64,000
✓	Illumination		10%	\$ 18,000
	Special Drainage Structures	None Anticipated	0%	\$ -
✓	Water	Minor Adjustments	2%	\$ 4,000
✓	Sewer	Minor Adjustments	2%	\$ 4,000
✓	Turf and Erosion Control		3%	\$ 6,000
✓	Landscaping and Irrigation		2%	\$ 4,000
	Miscellaneous		0%	\$ -

*Allowances are based on percent of paving construction cost subtotal

Allowance Subtotal: \$ 113,000

Paving Construction Cost and Allowance Subtotal: \$ 297,000

Construction Contingency: 15% \$ 45,000

Mobilization: 10% \$ 30,000

Prep ROW: 4% \$ 12,000

Construction Cost Total: \$ 400,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:			\$ 400,000
Engineering/Survey/Testing:		16%	\$ 64,000
Previous City Contribution:			\$ -
Other:			\$ -
ROW/Easement Acquisition:			\$ 20,921

Impact Fee Project Cost Total: \$ 500,000

Note: These planning level cost projections listed in these tables have been developed for impact fee calculations only and should not be used for any future Capital Improvement Planning within the City of Leander. These planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

City of Leander
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley»Horn

Updated: 3/14/2022

Project Information:		Description:
Name:	Journey Pkwy	This project consists of the reconstruction of the existing pavement to a four-lane arterial.
Project Label:	D-23	
Service Area:	D,	
Limits:	1,875' W OF CR 175 to CR 175	
Impact Fee Class:	Widen 4-Lane Arterial	
Cross-Section:	4D	
Roadway Class:	Arterial 4-Lane	
Length (Feet):	1,860	

Roadway Construction Cost Projection

Paving Construction Costs

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
105	Unclassified Street Excavation	8,187	CY	\$ 15.00	\$ 123,000
205	6" Asphalt (Type C)	3,138	Ton	\$ 80.00	\$ 251,000
305	17" Base	6,051	CY	\$ 45.00	\$ 272,000
405	Geogrid	12,815	SY	\$ 2.00	\$ 26,000
505	10' Concrete Sidewalk	37,205	SF	\$ 10.00	\$ 372,000
605	Machine Laid Curb & Gutter	3,720	LF	\$ 18.00	\$ 67,000
705	Turn Lanes and Median Openings	1,362	SY	\$ 77.00	\$ 105,000
805	Surface Treatment (0.2 gal/sy, Prime Coat AE-P)	1,902	GAL	\$ 4.00	\$ 8,000

Paving Construction Cost Subtotal: \$ 1,224,000

Major Construction Component Allowances*

	Item Description	Notes	Allowance	Item Cost
✓	Traffic Control	Construction Phase Traffic Control	5%	\$ 61,000
✓	Pavement Markings/Signs/Posts	Includes Striping/Signs for Shared Paths	2%	\$ 24,000
✓	Roadway Drainage	Standard Internal System	35%	\$ 428,000
✓	Illumination		10%	\$ 122,000
	Special Drainage Structures	None Anticipated	0%	\$ -
✓	Water	Minor Adjustments	2%	\$ 24,000
✓	Sewer	Minor Adjustments	2%	\$ 24,000
✓	Turf and Erosion Control		3%	\$ 37,000
✓	Landscaping and Irrigation		2%	\$ 24,000
	Miscellaneous		0%	\$ -

*Allowances are based on percent of paving construction cost subtotal

Allowance Subtotal: \$ 744,000

Paving Construction Cost and Allowance Subtotal: \$ 1,968,000

Construction Contingency: 15% \$ 295,000

Mobilization: 10% \$ 197,000

Prep ROW: 4% \$ 79,000

Construction Cost Total: \$ 2,600,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:			\$ 2,600,000
Engineering/Survey/Testing:		16%	\$ 416,000
Previous City Contribution:			\$ -
Other:			\$ -
ROW/Easement Acquisition:			\$ 139,517

Impact Fee Project Cost Total: \$ 3,200,000

Note: These planning level cost projections listed in these tables have been developed for impact fee calculations only and should not be used for any future Capital Improvement Planning within the City of Leander. These planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

City of Leander
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley»Horn

Updated: 3/14/2022

Project Information:		Description:
Name:	Ronald Reagan Blvd	This project consists of the reconstruction of the existing pavement to an access-managed facility.
Project Label:	D-24	
Service Area:	D,	
Limits:	RM 2243 to Southern City Limits	
Impact Fee Class:	Access Management	
Cross-Section:	6D	
Roadway Class:	Access Controlled	
Length (Feet):	13,495	

Roadway Construction Cost Projection

Paving Construction Costs

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
108	Unclassified Street Excavation	18,326	CY	\$ 15.00	\$ 275,000
208	Asphalt (Type C)	0	Ton	\$ 80.00	\$ -
308	Base	0	CY	\$ 45.00	\$ -
408	Geogrid	0	SY	\$ 2.00	\$ -
508	6' Concrete Sidewalk	0	SF	\$ 10.00	\$ -
608	Machine Laid Curb & Gutter	26,990	LF	\$ 18.00	\$ 486,000
708	Turn Lanes and Median Openings	9,883	SY	\$ 77.00	\$ 761,000
808	Surface Treatment (0.2 gal/sy, Prime Coat AE-P)	0	GAL	\$ 4.00	\$ -

Paving Construction Cost Subtotal: \$ 1,522,000

Major Construction Component Allowances*

	Item Description	Notes	Allowance	Item Cost
✓	Traffic Control	Construction Phase Traffic Control	5%	\$ 76,000
✓	Pavement Markings/Signs/Posts	Includes Striping/Signs for Shared Paths	2%	\$ 30,000
✓	Roadway Drainage	Standard Internal System	35%	\$ 533,000
✓	Illumination		10%	\$ 152,000
	Special Drainage Structures	None Anticipated	0%	\$ -
✓	Water	Minor Adjustments	2%	\$ 30,000
✓	Sewer	Minor Adjustments	2%	\$ 30,000
✓	Turf and Erosion Control		3%	\$ 46,000
✓	Landscaping and Irrigation		2%	\$ 30,000
	Miscellaneous		0%	\$ -

*Allowances are based on percent of paving construction cost subtotal

Allowance Subtotal: \$ 927,000

Paving Construction Cost and Allowance Subtotal: \$ 2,449,000

Construction Contingency: 15% \$ 367,000

Mobilization: 10% \$ 245,000

Prep ROW: 4% \$ 98,000

Construction Cost Total: \$ 3,200,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:			\$ 3,200,000
Engineering/Survey/Testing:		16%	\$ 512,000
Previous City Contribution:			\$ -
Other:	Corridor Study		\$ 500,000
ROW/Easement Acquisition:			\$ -

Impact Fee Project Cost Total: \$ 4,200,000

Note: These planning level cost projections listed in these tables have been developed for impact fee calculations only and should not be used for any future Capital Improvement Planning within the City of Leander. These planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

City of Leander
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley»Horn

Updated: 3/14/2022

Project Information:		Description:
Name:	US 183	This project consists of the reconstruction of the existing roadway to an access-managed six-lane arterial.
Project Label:	C-9, D-25	
Service Area:	C, D	
Limits:	HERO WAY to 195' S OF OSAGE DR	
Impact Fee Class:	Access Management	
Cross-Section:	TBD	
Roadway Class:	Arterial 6-Lane	
Length (Feet):	14,989	

Roadway Construction Cost Projection

Paving Construction Costs

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
108	Unclassified Street Excavation	20,355	CY	\$ 15.00	\$ 305,000
208	Asphalt (Type C)	0	Ton	\$ 80.00	\$ -
308	Base	0	CY	\$ 45.00	\$ -
408	Geogrid	0	SY	\$ 2.00	\$ -
508	6' Concrete Sidewalk	0	SF	\$ 10.00	\$ -
608	Machine Laid Curb & Gutter	29,978	LF	\$ 18.00	\$ 540,000
708	Turn Lanes and Median Openings	10,977	SY	\$ 77.00	\$ 845,000
808	Surface Treatment (0.2 gal/sy, Prime Coat AE-P)	0	GAL	\$ 4.00	\$ -

Paving Construction Cost Subtotal: \$ 1,690,000

Major Construction Component Allowances*

	Item Description	Notes	Allowance	Item Cost
✓	Traffic Control	Construction Phase Traffic Control	5%	\$ 85,000
✓	Pavement Markings/Signs/Posts	Includes Striping/Signs for Shared Paths	2%	\$ 34,000
✓	Roadway Drainage	Standard Internal System	35%	\$ 592,000
✓	Illumination		10%	\$ 169,000
	Special Drainage Structures	None Anticipated	0%	\$ -
✓	Water	Minor Adjustments	2%	\$ 34,000
✓	Sewer	Minor Adjustments	2%	\$ 34,000
✓	Turf and Erosion Control		3%	\$ 51,000
✓	Landscaping and Irrigation		2%	\$ 34,000
	Miscellaneous		0%	\$ -

*Allowances are based on percent of paving construction cost subtotal

Allowance Subtotal: \$ 1,033,000

Paving Construction Cost and Allowance Subtotal: \$ 2,723,000

Construction Contingency: 15% \$ 408,000

Mobilization: 10% \$ 272,000

Prep ROW: 4% \$ 109,000

Construction Cost Total: \$ 3,600,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:			\$ 3,600,000
Engineering/Survey/Testing:		16%	\$ 576,000
Previous City Contribution:			\$ -
Other:	Corridor Study		\$ 312,811
ROW/Easement Acquisition:			\$ -

Impact Fee Project Cost Total: \$ 4,500,000

Note: These planning level cost projections listed in these tables have been developed for impact fee calculations only and should not be used for any future Capital Improvement Planning within the City of Leander. These planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

City of Leander
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley»Horn

Updated: 3/14/2022

Project Information:		Description:
Name:	N East St	This project consists of the reconstruction of the existing pavement to a two-lane residential collector.
Project Label:	D-26	
Service Area:	D,	
Limits:	Hero Way to E South St	
Impact Fee Class:	Widen Collector	
Cross-Section:	2U	
Roadway Class:	Residential Collector	
Length (Feet):	1,583	

Roadway Construction Cost Projection

Paving Construction Costs

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
101	Unclassified Street Excavation	3,494	CY	\$ 15.00	\$ 52,000
201	3" Asphalt (Type C)	1,364	Ton	\$ 80.00	\$ 109,000
301	10" Base	2,687	CY	\$ 45.00	\$ 121,000
401	Geogrid	9,675	SY	\$ 2.00	\$ 19,000
501	6' Concrete Sidewalk	18,998	SF	\$ 10.00	\$ 190,000
601	Machine Laid Curb & Gutter	3,166	LF	\$ 18.00	\$ 57,000
701	Turn Lanes and Median Openings	0	SY	\$ 75.00	\$ -
801	Surface Treatment (0.2 gal/sy, Prime Coat AE-P)	1,653	GAL	\$ 4.00	\$ 7,000

Paving Construction Cost Subtotal: \$ 555,000

Major Construction Component Allowances*

	Item Description	Notes	Allowance	Item Cost
✓	Traffic Control	Construction Phase Traffic Control	5%	\$ 28,000
✓	Pavement Markings/Signs/Posts	Includes Striping/Signs for Shared Paths	2%	\$ 11,000
✓	Roadway Drainage	Standard Internal System	35%	\$ 194,000
✓	Illumination		10%	\$ 56,000
✓	Special Drainage Structures	Bridge Crossing	0%	\$ 775,000
✓	Water	Minor Adjustments	2%	\$ 11,000
✓	Sewer	Minor Adjustments	2%	\$ 11,000
✓	Turf and Erosion Control		3%	\$ 17,000
✓	Landscaping and Irrigation		2%	\$ 11,000
	Miscellaneous		0%	\$ -

*Allowances are based on percent of paving construction cost subtotal

Allowance Subtotal: \$ 1,114,000

Paving Construction Cost and Allowance Subtotal: \$ 1,669,000

Construction Contingency: 15% \$ 250,000

Mobilization: 10% \$ 167,000

Prep ROW: 4% \$ 67,000

Construction Cost Total: \$ 2,200,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:			\$ 2,200,000
Engineering/Survey/Testing:		16%	\$ 352,000
Previous City Contribution:	2018-GO Bond; 2016-CO Bond; 2015-CO Bond		\$ 580,852
Other:			\$ -
ROW/Easement Acquisition:			\$ 118,735

Impact Fee Project Cost Total: \$ 3,280,852

Note: These planning level cost projections listed in these tables have been developed for impact fee calculations only and should not be used for any future Capital Improvement Planning within the City of Leander. These planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

City of Leander
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley»Horn

Updated: 3/14/2022

Project Information:		Description:
Name:	N East St	This project consists of the reconstruction of the existing pavement to a two-lane residential collector.
Project Label:	D-27	
Service Area:	D,	
Limits:	E Evans St to E South St	
Impact Fee Class:	Widen Collector	
Cross-Section:	2U	
Roadway Class:	Residential Collector	
Length (Feet):	1,111	

Roadway Construction Cost Projection

Paving Construction Costs

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
101	Unclassified Street Excavation	2,451	CY	\$ 15.00	\$ 37,000
201	3" Asphalt (Type C)	957	Ton	\$ 80.00	\$ 77,000
301	10" Base	1,885	CY	\$ 45.00	\$ 85,000
401	Geogrid	6,788	SY	\$ 2.00	\$ 14,000
501	6' Concrete Sidewalk	13,329	SF	\$ 10.00	\$ 133,000
601	Machine Laid Curb & Gutter	2,221	LF	\$ 18.00	\$ 40,000
701	Turn Lanes and Median Openings	0	SY	\$ 75.00	\$ -
801	Surface Treatment (0.2 gal/sy, Prime Coat AE-P)	1,160	GAL	\$ 4.00	\$ 5,000

Paving Construction Cost Subtotal: \$ 391,000

Major Construction Component Allowances*

	Item Description	Notes	Allowance	Item Cost
✓	Traffic Control	Construction Phase Traffic Control	5%	\$ 20,000
✓	Pavement Markings/Signs/Posts	Includes Striping/Signs for Shared Paths	2%	\$ 8,000
✓	Roadway Drainage	Standard Internal System	35%	\$ 137,000
✓	Illumination		10%	\$ 39,000
	Special Drainage Structures	None Anticipated	0%	\$ -
✓	Water	Minor Adjustments	2%	\$ 8,000
✓	Sewer	Minor Adjustments	2%	\$ 8,000
✓	Turf and Erosion Control		3%	\$ 12,000
✓	Landscaping and Irrigation		2%	\$ 8,000
	Miscellaneous		0%	\$ -

*Allowances are based on percent of paving construction cost subtotal

Allowance Subtotal: \$ 240,000

Paving Construction Cost and Allowance Subtotal: \$ 631,000

Construction Contingency: 15% \$ 95,000

Mobilization: 10% \$ 63,000

Prep ROW: 4% \$ 25,000

Construction Cost Total: \$ 900,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:			\$ 900,000
Engineering/Survey/Testing:		16%	\$ 144,000
Previous City Contribution:			\$ -
Other:			\$ -
ROW/Easement Acquisition:			\$ 83,304

Impact Fee Project Cost Total: \$ 1,100,000

Note: These planning level cost projections listed in these tables have been developed for impact fee calculations only and should not be used for any future Capital Improvement Planning within the City of Leander. These planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

City of Leander
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection



Updated: 3/14/2022

Project Information:

Description:

Name: Woodview Dr
Project Label: D-28
Service Area: D,
Limits: US 183A to Raider Way
Impact Fee Class: Widen Collector
Cross-Section: 4U
Roadway Class: Residential Collector
Length (Feet): 1,996

This project consists of the reconstruction of the existing pavement to a two-lane residential collector.

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:			\$ -
Engineering/Survey/Testing:			\$ -
Previous City Contribution:	2018-GO Bond; 2016-GO & RF Bond		\$ 4,909,533
Other:			\$ -
ROW/Easement Acquisition:			

Impact Fee Project Cost Total: \$ 4,909,533

Note: These planning level cost projections listed in these tables have been developed for impact fee calculations only and should not be used for any future Capital Improvement Planning within the City of Leander. These planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

City of Leander
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection



Updated: 3/14/2022

Project Information:

Name: Raider Way
Project Label: D-29
Service Area: D,
Limits: Woodview Dr to Crystal Falls Pkwy
Impact Fee Class: Widen Collector
Cross-Section: 4U
Roadway Class: Non-Residential Collector
Length (Feet): 2,809

Description:

This project consists of the reconstruction of the existing pavement to a three-lane non-residential collector.

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:			\$ -
Engineering/Survey/Testing:			\$ -
Previous City Contribution:	2018-GO Bond; 2016-GO & RF Bond		\$ 4,909,533
Other:			\$ -
ROW/Easement Acquisition:			

Impact Fee Project Cost Total: \$ 4,909,533

Note: These planning level cost projections listed in these tables have been developed for impact fee calculations only and should not be used for any future Capital Improvement Planning within the City of Leander. These planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

City of Leander
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection



Updated: 3/14/2022

Project Information:

Name: Hero Way ROW
Project Label: B-17, D-30
Service Area: B, D
Limits: US 183 to RM 2243
Impact Fee Class: New 3-Lane Frontage
Cross-Section: 3U
Roadway Class: Access Controlled
Length (Feet): 12,372

Description:

This project includes the City of Leander's anticipated contribution towards ROW purchases for the Hero Way project led by Williamson County and TxDOT.

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:			
Engineering/Survey/Testing:			
Previous City Contribution:			
Other:			
ROW/Easement Acquisition:			\$ 13,900,000

Impact Fee Project Cost Total: \$ 13,900,000

Note: These planning level cost projections listed in these tables have been developed for impact fee calculations only and should not be used for any future Capital Improvement Planning within the City of Leander. These planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

City of Leander - 2022 Roadway Impact Fee Study
Capital Improvement Plan for Roadway Impact Fees
Summary of Conceptual Level Project Cost Projections

Last Modified: 3/14/2022

Street Improvements - Service Area E

Project #	Street Name	Project Limits	Ultimate Roadway Class	Impact Fee Class	Project Source	Percent in Service Area	Project Cost	Total Cost in Service Area
A-9, E-1	US 183	From 3.425' N OF S GABRIEL DR To HERO WAY	Arterial 6-Lane	Access Management	TMP	50%	\$ 3,400,000	\$ 1,700,000
E-2	San Gabriel Pkwy	From N US 183 To 183A TOLL RD	Arterial 6-Lane	Widen 6-Lane Arterial (2/3)	TMP	100%	\$ 3,000,000	\$ 3,000,000
E-3	Metro Dr	From Leander Dr To Mel Mathis Ave	Non-Residential Collector	New Collector	2018-GO & RF Bond	100%	\$ 4,661,885	\$ 4,661,885
E-4	College Way	From Main Street To US 183A	Non-Residential Collector	New Collector	CIP	100%	\$ 1,600,000	\$ 1,600,000
E-5	Main Street	From San Gabriel Pkwy To 1575' N of Hero Way	Non-Residential Collector	New Collector	CIP	100%	\$ 1,800,000	\$ 1,800,000
Total							\$ 14,461,885	\$ 12,761,885

Signal Installation and Intersection Improvements - Service Area E

Project #	Project Source	Intersection	Project Type	Percent in Service Area	Project Cost	Total Cost in Service Area
ACDEI-1	TMP - ICE	Hero Way and US 183	Other Capacity	25%	\$ 298,750	\$ 74,688
ABCDEI-2	TMP	City of Leander Signal Upgrades	ITS Upgrades	20%	\$ 2,000,000	\$ 400,000
Total					\$ 2,298,750	\$ 474,688

Note: These planning level cost projections listed in these tables have been developed for impact fee calculations only and should not be used for any future Capital Improvement Planning within the City of Leander. These planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

Project Source and Impact Fee Class Definitions

Project Source

Transportation Master Plan- Projects identified in the 2021 Transportation Master Plan

Bond Projects - Projects identified in the previous transportation bonds with auto capacity related improvements and outstanding debt

2021 Five-Year CIP - Projects identified in the five-year CIP, but not included in the Transportation Master Plan

Intersection Newly Identified- Intersection improvements identified during the development of the RIF CIP

Roadway Newly Identified- Roadway improvements identified during the development of the RIF CIP

Impact Fee Class

New - Either a new street connection or new intersection where a signal is recommended

Existing - Existing segments with capacity related improvements

Widening - Widening of an existing street to add pavement outside the existing curbs

Access Management - Converting a two-way left-turn lane to a median

City of Leander
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley»Horn

Updated: 3/14/2022

Project Information:		Description:
Name:	US 183	This project consists of the reconstruction of the existing roadway to an access-managed six-lane arterial.
Project Label:	A-9, E-1	
Service Area:	A, E	
Limits:	3,425' N OF S GABRIEL DR to HERO WAY	
Impact Fee Class:	Access Management	
Cross-Section:	TBD	
Roadway Class:	Arterial 6-Lane	
Length (Feet):	8,969	

Roadway Construction Cost Projection

Paving Construction Costs

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
108	Unclassified Street Excavation	12,181	CY	\$ 15.00	\$ 183,000
208	Asphalt (Type C)	0	Ton	\$ 80.00	\$ -
308	Base	0	CY	\$ 45.00	\$ -
408	Geogrid	0	SY	\$ 2.00	\$ -
508	6' Concrete Sidewalk	0	SF	\$ 10.00	\$ -
608	Machine Laid Curb & Gutter	17,939	LF	\$ 18.00	\$ 323,000
708	Turn Lanes and Median Openings	6,568	SY	\$ 77.00	\$ 506,000
808	Surface Treatment (0.2 gal/sy, Prime Coat AE-P)	0	GAL	\$ 4.00	\$ -

Paving Construction Cost Subtotal: \$ 1,012,000

Major Construction Component Allowances*

	Item Description	Notes	Allowance	Item Cost
✓	Traffic Control	Construction Phase Traffic Control	5%	\$ 51,000
✓	Pavement Markings/Signs/Posts	Includes Striping/Signs for Shared Paths	2%	\$ 20,000
✓	Roadway Drainage	Standard Internal System	35%	\$ 354,000
✓	Illumination		10%	\$ 101,000
	Special Drainage Structures	None Anticipated	0%	\$ -
✓	Water	Minor Adjustments	2%	\$ 20,000
✓	Sewer	Minor Adjustments	2%	\$ 20,000
✓	Turf and Erosion Control		3%	\$ 30,000
✓	Landscaping and Irrigation		2%	\$ 20,000
✓	Miscellaneous	Railroad Crossing		\$ 500,000

*Allowances are based on percent of paving construction cost subtotal

Allowance Subtotal: \$ 1,116,000

Paving Construction Cost and Allowance Subtotal: \$ 2,128,000

Construction Contingency: 15% \$ 319,000

Mobilization: 10% \$ 213,000

Prep ROW: 4% \$ 85,000

Construction Cost Total: \$ 2,800,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:			\$ 2,800,000
Engineering/Survey/Testing:		16%	\$ 448,000
Previous City Contribution:			\$ -
Other:	Corridor Study		\$ 187,189
ROW/Easement Acquisition:			\$ -

Impact Fee Project Cost Total: \$ 3,400,000

Note: These planning level cost projections listed in these tables have been developed for impact fee calculations only and should not be used for any future Capital Improvement Planning within the City of Leander. These planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

City of Leander
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley»Horn

Updated: 3/14/2022

Project Information:

Name: San Gabriel Pkwy
Project Label: E-2
Service Area: E,
Limits: N US 183 to 183A TOLL RD
Impact Fee Class: Widen 6-Lane Arterial (2/3)
Cross-Section: 6D
Roadway Class: Arterial 6-Lane
Length (Feet): 2,384

Description:

This project consists of the reconstruction of the existing pavement to two thirds of a six-lane arterial.

Roadway Construction Cost Projection

Paving Construction Costs

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
107	Unclassified Street Excavation	5,247	CY	\$ 15.00	\$ 79,000
207	6" Asphalt (Type C)	2,011	Ton	\$ 80.00	\$ 161,000
307	21" Base	3,878	CY	\$ 45.00	\$ 175,000
407	Geogrid	8,213	SY	\$ 2.00	\$ 16,000
507	10' Concrete Sidewalk	47,690	SF	\$ 10.00	\$ 477,000
607	Machine Laid Curb & Gutter	4,769	LF	\$ 18.00	\$ 86,000
707	Turn Lanes and Median Openings	1,746	SY	\$ 77.00	\$ 134,000
807	Surface Treatment (0.2 gal/sy, Prime Coat AE-P)	1,219	GAL	\$ 4.00	\$ 5,000

Paving Construction Cost Subtotal: \$ 1,133,000

Major Construction Component Allowances*

	Item Description	Notes	Allowance	Item Cost
✓	Traffic Control	Construction Phase Traffic Control	5%	\$ 57,000
✓	Pavement Markings/Signs/Posts	Includes Striping/Signs for Shared Paths	2%	\$ 23,000
✓	Roadway Drainage	Standard Internal System	35%	\$ 397,000
✓	Illumination		10%	\$ 113,000
	Special Drainage Structures	None Anticipated	0%	\$ -
✓	Water	Minor Adjustments	2%	\$ 23,000
✓	Sewer	Minor Adjustments	2%	\$ 23,000
✓	Turf and Erosion Control		3%	\$ 34,000
✓	Landscaping and Irrigation		2%	\$ 23,000
	Miscellaneous		0%	\$ -

*Allowances are based on percent of paving construction cost subtotal

Allowance Subtotal: \$ 693,000

Paving Construction Cost and Allowance Subtotal: \$ 1,826,000

Construction Contingency: 15% \$ 274,000

Mobilization: 10% \$ 183,000

Prep ROW: 4% \$ 73,000

Construction Cost Total: \$ 2,400,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:			\$ 2,400,000
Engineering/Survey/Testing:		16%	\$ 384,000
Previous City Contribution:			\$ -
Other:			\$ -
ROW/Easement Acquisition:			\$ 178,837

Impact Fee Project Cost Total: \$ 3,000,000

Note: These planning level cost projections listed in these tables have been developed for impact fee calculations only and should not be used for any future Capital Improvement Planning within the City of Leander. These planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

City of Leander
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection



Updated: 3/14/2022

Project Information:

Description:

Name: Metro Dr
Project Label: E-3
Service Area: E,
Limits: Leander Dr to Mel Mathis Ave
Impact Fee Class: New Collector
Cross-Section: 2U
Roadway Class: Non-Residential Collector
Length (Feet): 974

This project consists of the construction of a new three-lane non-residential collector.

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:			
Engineering/Survey/Testing:			
Previous City Contribution:	2016-GO & RF Bond		\$ 4,661,885
Other:			\$ -
ROW/Easement Acquisition:			

Impact Fee Project Cost Total: \$ 4,661,885

Note: These planning level cost projections listed in these tables have been developed for impact fee calculations only and should not be used for any future Capital Improvement Planning within the City of Leander. These planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

City of Leander
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley»Horn

Updated: 3/14/2022

Project Information:		Description:
Name:	College Way	This project consists of the construction of a new three-lane non-residential collector.
Project Label:	E-4	
Service Area:	E,	
Limits:	Main Street to US 183A	
Impact Fee Class:	New Collector	
Cross-Section:	3U	
Roadway Class:	Non-Residential Collector	
Length (Feet):	2,164	

Roadway Construction Cost Projection

Paving Construction Costs

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
102	Unclassified Street Excavation	3,954	CY	\$ 15.00	\$ 59,000
202	4" Asphalt (Type C)	1,516	Ton	\$ 80.00	\$ 121,000
302	13" Base	3,206	CY	\$ 45.00	\$ 144,000
402	Geogrid	7,814	SY	\$ 2.00	\$ 16,000
502	6' Concrete Sidewalk	0	SF	\$ 10.00	\$ -
602	Machine Laid Curb & Gutter	0	LF	\$ 18.00	\$ -
702	Turn Lanes and Median Openings	0	SY	\$ 75.00	\$ -
802	Surface Treatment (0.2 gal/sy, Prime Coat AE-P)	1,346	GAL	\$ 4.00	\$ 5,000

Paving Construction Cost Subtotal: \$ 345,000

Major Construction Component Allowances*

	Item Description	Notes	Allowance	Item Cost
✓	Traffic Control	None Anticipated	5%	\$ 17,000
✓	Pavement Markings/Signs/Posts	Includes Striping/Signs for Shared Paths	2%	\$ 7,000
✓	Roadway Drainage	Standard Internal System	35%	\$ 121,000
✓	Illumination		10%	\$ 35,000
	Special Drainage Structures	None Anticipated	0%	\$ -
✓	Water	Minor Adjustments	2%	\$ 7,000
✓	Sewer	Minor Adjustments	2%	\$ 7,000
✓	Turf and Erosion Control		3%	\$ 10,000
✓	Landscaping and Irrigation		2%	\$ 7,000
	Miscellaneous		0%	\$ -

*Allowances are based on percent of paving construction cost subtotal

Allowance Subtotal: \$ 211,000

Paving Construction Cost and Allowance Subtotal: \$ 556,000

Construction Contingency: 15% \$ 83,000

Mobilization: 10% \$ 56,000

Prep ROW: 4% \$ 22,000

Construction Cost Total: \$ 800,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:			\$ 800,000
Engineering/Survey/Testing:		16%	\$ 128,000
Previous City Contribution:			\$ -
Other:			\$ -
ROW/Easement Acquisition:			\$ 649,129

Impact Fee Project Cost Total: \$ 1,600,000

Note: These planning level cost projections listed in these tables have been developed for impact fee calculations only and should not be used for any future Capital Improvement Planning within the City of Leander. These planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

City of Leander
2022 Roadway Impact Fee Study
Conceptual Level Project Cost Projection

Kimley»Horn

Updated: 3/14/2022

Project Information:		Description:
Name:	Main Street	This project consists of the construction of a new three-lane non-residential collector.
Project Label:	E-5	
Service Area:	E,	
Limits:	San Gabriel Pkwy to 1575' N of Hero Way	
Impact Fee Class:	New Collector	
Cross-Section:	3U	
Roadway Class:	Non-Residential Collector	
Length (Feet):	2,563	

Roadway Construction Cost Projection

Paving Construction Costs

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
102	Unclassified Street Excavation	4,683	CY	\$ 15.00	\$ 70,000
202	4" Asphalt (Type C)	1,796	Ton	\$ 80.00	\$ 144,000
302	13" Base	3,797	CY	\$ 45.00	\$ 171,000
402	Geogrid	9,255	SY	\$ 2.00	\$ 19,000
502	6' Concrete Sidewalk	0	SF	\$ 10.00	\$ -
602	Machine Laid Curb & Gutter	0	LF	\$ 18.00	\$ -
702	Turn Lanes and Median Openings	0	SY	\$ 75.00	\$ -
802	Surface Treatment (0.2 gal/sy, Prime Coat AE-P)	1,595	GAL	\$ 4.00	\$ 6,000

Paving Construction Cost Subtotal: \$ 410,000

Major Construction Component Allowances*

	Item Description	Notes	Allowance	Item Cost
✓	Traffic Control	None Anticipated	5%	\$ 21,000
✓	Pavement Markings/Signs/Posts	Includes Striping/Signs for Shared Paths	2%	\$ 8,000
✓	Roadway Drainage	Standard Internal System	35%	\$ 144,000
✓	Illumination		10%	\$ 41,000
	Special Drainage Structures	None Anticipated	0%	\$ -
✓	Water	Minor Adjustments	2%	\$ 8,000
✓	Sewer	Minor Adjustments	2%	\$ 8,000
✓	Turf and Erosion Control		3%	\$ 12,000
✓	Landscaping and Irrigation		2%	\$ 8,000
	Miscellaneous		0%	\$ -

*Allowances are based on percent of paving construction cost subtotal

Allowance Subtotal: \$ 250,000

Paving Construction Cost and Allowance Subtotal: \$ 660,000

Construction Contingency: 15% \$ 99,000

Mobilization: 10% \$ 66,000

Prep ROW: 4% \$ 26,000

Construction Cost Total: \$ 900,000

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:			\$ 900,000
Engineering/Survey/Testing:		16%	\$ 144,000
Previous City Contribution:			\$ -
Other:			\$ -
ROW/Easement Acquisition:			\$ 768,843

Impact Fee Project Cost Total: \$ 1,800,000

Note: These planning level cost projections listed in these tables have been developed for impact fee calculations only and should not be used for any future Capital Improvement Planning within the City of Leander. These planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.



Appendix B – Roadway Impact Fee CIP Service Units of Supply

City of Leander - 2022 Roadway Impact Fee Study
CIP Service Units of Supply
Service Area A

Roadway Projects

Last Modified: 3/14/2022

Project #	Street Name	Project Limits	Length (Miles)	Future Lanes	Impact Fee Class	Peak Hour Volume	Percent in Service Area	Veh-Mi Capacity Pk-Hr Per Ln	Veh-Mi Supply Pk-Hr Total ¹	Veh-Mi Total Demand Pk-Hr ²	Excess Capacity Pk-Hr Veh-Mi ³	Total Project Cost	Total Project Cost in Service Area
A-1	Lakeline Blvd	From 1,125' S OF CR 281 To 1,635' S OF CR 280	0.66	4	New 4-Lane Arterial	New	50%	840	1,116	0	1,116	\$ 6,600,000	\$ 3,300,000
A-2	Lakeline Blvd	From LIVE OAK RD To 1,635' S OF CR 280	1.03	4	New 4-Lane Arterial	New	100%	840	3460	0	3,460	\$ 10,300,000	\$ 10,300,000
A-3	Lakeline Blvd	From 1,635' S OF CR 280 To 75' N OF BAGDAD RD	0.20	4	New 4-Lane Arterial	New	50%	840	338	0	338	\$ 2,100,000	\$ 1,050,000
A-4	Lakeline Blvd	From 480' N OF OLD 2243 WEST To OLD 2243 WEST	0.09	4	New 4-Lane Arterial	New	100%	840	319	0	319	\$ 1,000,000	\$ 1,000,000
A-5	Bagdad Rd	From 1300' N OF CR 281 To CR 281	0.26	4	Access Management	916	50%	840	433	118	315	\$ 500,000	\$ 250,000
A-6	Bagdad Rd	From CR 281 To 930' NW OF W SAN GABRIEL PKWY	2.41	4	Access Management	916	100%	840	8100	2208	5,892	\$ 9,364,238	\$ 9,364,238
A-7	Bagdad Rd	From 930' NW OF W SAN GABRIEL PKWY To 380' NW OF W SAN GABRIEL PKWY	0.11	4	Access Management	824	50%	840	177	43	134	\$ 274,724	\$ 137,362
A-8	Bagdad Rd	From 380' NW OF W SAN GABRIEL PKWY To HERO WAY	1.41	4	Access Management	1268	100%	840	4742	1790	2,952	\$ 7,864,238	\$ 7,864,238
A-9, E-1	US 183	From US 183A To HERO WAY	1.70	4	Access Management	1780	50%	840	2854	1512	1,342	\$ 3,400,000	\$ 1,700,000
A-10	CR 280	From 1,725' W OF LAKELINE BLVD To 530' E OF LAKELINE BLVD	0.43	2	New Collector	New	100%	760	654	0	654	\$ 2,700,000	\$ 2,700,000
A-11	CR 280	From 1,965' W OF BAGDAD RD To BAGDAD RD	0.40	2	New Collector	New	100%	760	600	0	600	\$ 2,500,000	\$ 2,500,000
A-12	Heritage Grove Rd	From HALSEY DR To 1,295' W OF W BROADE ST	0.32	2	Widen Collector	106	100%	760	483	34	449	\$ 2,000,000	\$ 2,000,000
A-13	Heritage Grove Rd	From 1,295' W OF W BROADE ST To 460' E OF W BROADE ST	0.16	2	Widen Collector	106	50%	760	120	8	112	\$ 1,000,000	\$ 500,000
A-14	Heritage Grove Rd	From 460' W OF W BROADE ST To W BROADE ST	0.09	2	Widen Collector	106	100%	760	134	9	125	\$ 600,000	\$ 600,000
A-15	San Gabriel Pkwy	From LAKELINE BLVD To 1,760' E OF LAKELINE BLVD	0.34	2	New 6-Lane Arterial (1/3)	New	50%	840	287	0	287	\$ 2,600,000	\$ 1,300,000
A-16	San Gabriel Pkwy	From 1,760' W OF LAKELINE BLVD To 1,400' W OF BAGDAD RD	0.76	2	New 6-Lane Arterial (1/3)	New	100%	840	1273	0	1,273	\$ 5,800,000	\$ 5,800,000
A-17	San Gabriel Pkwy	From 1,400' W OF BAGDAD RD To 165' W OF BAGDAD RD	0.24	2	New 6-Lane Arterial (1/3)	New	50%	840	203	0	203	\$ 1,900,000	\$ 950,000
A-18	San Gabriel Pkwy	From BAGDAD RD To N US 183	1.46	4	Widen 6-Lane Arterial (2/3)	1348	100%	840	4911	1970	2,941	\$ 9,500,000	\$ 9,500,000
A-19	Hero Way	From SAN GABRIEL PKWY To 1,100' E OF SAN GABRIEL PKWY	0.21	4	Widen 4-Lane Arterial	420	50%	840	352	44	308	\$ 1,900,000	\$ 950,000
A-20, C-13	Hero Way	From 1,100' E OF SAN GABRIEL PKWY To 900' W OF LAKELINE BLVD	1.08	4	Widen 4-Lane Arterial	338	50%	840	1817	183	1,634	\$ 11,100,000	\$ 5,550,000
A-21, C-14	Hero Way	From LAKELINE BLVD To US 183	2.51	4	Access Management	2250	50%	840	4223	2828	1,395	\$ 22,757,707	\$ 11,378,854
A-22	Live Oak Rd	From LAKELINE BLVD To WESTERN CITY LIMITS	1.37	2	New Collector	New	100%	760	2075	0	2,075	\$ 9,900,000	\$ 9,900,000
A-23	Live Oak Rd	From LAKELINE BLVD To 2240' E OF LAKELINE BLVD	0.42	2	New Collector	New	50%	760	322	0	322	\$ 3,100,000	\$ 1,550,000
A-24	Live Oak Rd	From BAGDAD RD To 1725' W OF BAGDAD RD	0.33	2	Widen Collector	52	100%	760	496	17	479	\$ 2,000,000	\$ 2,000,000
Total								19,520	39,489	10,764	28,725	\$ 120,760,907	\$ 92,144,691

Intersection Projects

Project #	Project Type	Intersection	Project Source	Percent in Service Area	Total Project Cost	Total Project Cost in Service Area
ACDEI-1	Other Capacity	US 183 and Hero Way	TMP - ICE	25%	\$ 298,750	\$ 74,688
ABCDEI-2	ITS Upgrades	City of Leander Signal Upgrades	TMP	20%	\$ 2,000,000	\$ 400,000
Total					\$ 2,298,750	\$ 474,688

2022 Roadway Impact Fee Study Cost per Service Area: \$ 23,000
Total Cost in Service Area A: \$ 92,642,379

Notes:

1. Total Peak Hour Supply = (Length in Miles)(Number of Existing Lanes)(Peak Hour Capacity per Lane)(Percent in Service Area) [Vehicle-Miles]
2. Total Peak Hour Demand = (Length in Miles)(PM Peak Hour Volume)(Percent In Service Area) [Vehicle-Miles]
3. Excess Peak Hour Capacity = (Total Peak Hour Supply) - (Total Peak Hour Demand) [Vehicle-Miles]
4. Existing Peak Hour Deficiencies = (Total Peak Hour Demand) - (Total Peak Hour Supply) [Vehicle-Miles]
5. "Length (Miles)" are displayed as rounded lengths to the nearest 0.01 miles. Calculations were performed using exact mileage length (Length in Feet / 5,280 Feet per Mile).
6. These planning level cost projections listed in these tables have been developed for impact fee calculations only and should not be used for any future Capital Improvement Planning within the City of Leander. These planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

City of Leander - 2022 Roadway Impact Fee Study
CIP Service Units of Supply
Service Area B

Roadway Projects

Last Modified: 3/14/2022

Project #	Street Name	Project Limits	Length (Miles)	Future Lanes	Impact Fee Class	Peak Hour Volume	Percent in Service Area	Veh-Mi Capacity Pk-Hr Per Ln	Veh-Mi Supply Pk-Hr Total¹	Veh-Mi Total Demand Pk-Hr²	Excess Capacity Pk-Hr Veh-Mi³	Total Project Cost	Total Project Cost in Service Area
B-1	Kaufmann Loop	From SH 29 To 875' SW OF SH 29	0.17	2	New 4-Lane Arterial (1/2)	New	100%	840	280	0	280	\$ 1,800,000	\$ 1,800,000
B-2	CR 270	From N US 183 To 965' E OF N US 183	0.20	2	Widen Substandard	458	100%	760	309	93	216	\$ 1,200,000	\$ 1,200,000
B-3	CR 270	From 825' S OF ORCHARD DR To PVT RD 918	0.65	2	Widen Substandard	458	50%	760	493	149	344	\$ 4,000,000	\$ 2,000,000
B-4	CR 270	From 300' S OF NORWOOD DR To 250' N OF SAN GABRIEL PKWY	0.29	2	Widen Substandard	458	50%	760	223	67	156	\$ 1,900,000	\$ 950,000
B-5	CR 270	From 250' N OF SAN GABRIEL PKWY To SAN GABRIEL PKWY	0.05	2	Widen Substandard	458	100%	760	75	23	52	\$ 400,000	\$ 400,000
B-6	CR 270	From 190' S OF SAN GABRIEL PKWY To 410' S OF SAN GABRIEL PKWY	0.04	2	Widen Substandard	396	50%	760	30	8	22	\$ 200,000	\$ 100,000
B-7	CR 270	From 410' S OF SAN GABRIEL PKWY To 680' S OF SAN GABRIEL PKWY	0.05	2	Widen Substandard	396	100%	760	72	19	53	\$ 400,000	\$ 400,000
B-8	CR 270	From 680' S OF SAN GABRIEL PKWY To 1,500' S OF SAN GABRIEL PKWY	0.15	2	Widen Substandard	396	50%	760	116	30	86	\$ 1,000,000	\$ 500,000
B-9	CR 270	From 2,400' N OF HERO WAY To 1,990' N OF HERO WAY	0.08	2	Widen Substandard	396	100%	760	121	32	89	\$ 500,000	\$ 500,000
B-10	CR 270	From 1,990' N OF HERO WAY To 1,550' N OF HERO WAY	0.08	2	Widen Substandard	396	50%	760	61	16	45	\$ 500,000	\$ 250,000
B-11	CR 270	From 1,550' N OF HERO WAY To 405' N OF HERO WAY	0.22	2	Widen Substandard	396	100%	760	331	86	245	\$ 1,400,000	\$ 1,400,000
B-12	CR 270	From 405' N OF HERO WAY To HERO WAY	0.08	2	Widen Substandard	396	100%	760	116	30	86	\$ 500,000	\$ 500,000
B-13	Raider Way	From SAN GABRIEL PKWY To HERO WAY	0.68	2	New Collector	New	100%	760	1035	0	1,035	\$ 5,000,000	\$ 5,000,000
B-14	San Gabriel Pkwy	From CR 270 To 1,415' E of CR 270	0.27	2	New 4-Lane Arterial (1/2)	36	50%	840	225	5	220	\$ 2,700,000	\$ 1,350,000
B-15	San Gabriel Pkwy	From 1,415' E of CR 270 To 375' W of Logan Del Way	0.31	2	New 4-Lane Arterial (1/2)	New	100%	840	526	0	526	\$ 3,200,000	\$ 3,200,000
B-16	San Gabriel Pkwy	From 865' W of Ronald Reagan Blvd To Ronald Reagan Blvd	0.17	4	Widen 4-Lane Arterial	New	100%	840	557	0	557	\$ 1,500,000	\$ 1,500,000
B-17, D-30	Hero Way ROW	From US 183 To RM 2243	2.34	3	New 3-Lane Frontage	394	50%	760	2671	462	2,209	\$ 13,900,000	\$ 6,950,000
Total								13,240	7,241	1,019	6,222	\$ 40,100,000	\$ 28,000,000

Intersection Projects

Project #	Project Type	Intersection	Project Source	Percent in Service Area	Total Project Cost	Total Project Cost in Service Area
ABCDEI-2	ITS Upgrades	City of Leander Signal Upgrades	TMP	20%	\$ 2,000,000	\$ 400,000
BI-1	Signal	San Gabriel Pkwy and Ronald Reagan Blvd	TMP	100%	\$ 400,000	\$ 400,000
BDI-2	Signal	Hero Way and Ronald Reagan Blvd	CIP	50%	\$ 400,000	\$ 200,000
Total					\$ 2,800,000	\$ 1,000,000

2022 Roadway Impact Fee Study Cost per Service Area: \$ 23,000
Total Cost in Service Area B: \$ 29,023,000

Notes:

1. Total Peak Hour Supply = (Length in Miles)(Number of Existing Lanes)(Peak Hour Capacity per Lane)(Percent in Service Area) [Vehicle-Miles]
2. Total Peak Hour Demand = (Length in Miles)(PM Peak Hour Volume)(Percent In Service Area) [Vehicle-Miles]
3. Excess Peak Hour Capacity = (Total Peak Hour Supply) - (Total Peak Hour Demand) [Vehicle-Miles]
4. Existing Peak Hour Deficiencies = (Total Peak Hour Demand) - (Total Peak Hour Supply) [Vehicle-Miles]
5. "Length (Miles)" are displayed as rounded lengths to the nearest 0.01 miles. Calculations were performed using exact mileage length (Length in Feet / 5,280 Feet per Mile).
6. These planning level cost projections listed in these tables have been developed for impact fee calculations only and should not be used for any future Capital Improvement Planning within the City of Leander. These planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

City of Leander - 2022 Roadway Impact Fee Study
CIP Service Units of Supply
Service Area C

Roadway Projects

Last Modified: 3/14/2022

Project #	Street Name	Project Limits	Length (Miles)	Future Lanes	Impact Fee Class	Peak Hour Volume	Percent in Service Area	Veh-Mi Capacity Pk-Hr Per Ln	Veh-Mi Supply Pk-Hr Total ¹	Veh-Mi Total Demand Pk-Hr ²	Excess Capacity Pk-Hr Veh-Mi ³	Total Project Cost	Total Project Cost in Service Area
C-1	Nameless Rd	From TRAVISSE PKWY To 2,475' NW OF RM 1431	1.06	4	Widen 4-Lane Arterial	418	50%	840	1,778	221	1,557	\$ 9,400,000	\$ 4,700,000
C-2	Lakeline Blvd	From HERO WAY To 2,815' SE OF HERO WAY	0.55	2	Widen 4-Lane Arterial (1/2)	766	100%	840	932	425	507	\$ 5,000,000	\$ 5,000,000
C-3	Lakeline Blvd	From 2,815' SE OF HERO WAY To 1,765' SE OF VISTA RIDGE	0.64	2	Widen 4-Lane Arterial (1/2)	776	50%	840	539	249	290	\$ 5,700,000	\$ 2,850,000
C-4	Lakeline Blvd	From 1,765' SE OF VISTA RIDGE To 550' NW OF STINNETT DR	0.15	2	Widen 4-Lane Arterial (1/2)	776	100%	840	250	116	134	\$ 1,300,000	\$ 1,300,000
C-5	Bagdad Rd	From HERO WAY To 2,595' S OF HERO WAY	0.49	4	Access Management	1436	100%	840	1630	697	933	\$ 800,000	\$ 800,000
C-6	Bagdad Rd	From 2,595' S OF HERO WAY To 475' N OF VISTA RIDGE DR	0.02	4	Access Management	1436	50%	840	30	13	17	\$ 100,000	\$ 50,000
C-7	Bagdad Rd	From 475' N OF VISTA RIDGE DR To 2,065' S OF OSAGE DR	2.67	4	Access Management	1848	100%	840	8977	4937	4,040	\$ 3,900,000	\$ 3,900,000
C-8	S West Dr	From W SOUTH ST To 870' N OF SONNY DR	0.53	2	Widen Collector	664	100%	760	813	355	458	\$ 3,200,000	\$ 3,200,000
C-9, D-25	US 183	From HERO WAY To 195' S OF OSAGE DR	2.84	4	Access Management	2940	50%	840	4769	4173	596	\$ 4,500,000	\$ 2,250,000
C-10	W South St	From WEST DR To US 183	0.19	2	Widen Substandard	460	100%	760	291	88	203	\$ 1,200,000	\$ 1,200,000
C-11	Crystal Falls Pkwy	From CANTINA SKY To FIRST VIEW	0.37	4	Access Management	1576	100%	840	1259	591	668	\$ 500,000	\$ 500,000
C-12	Osage Dr	From 315' E OF PAINTED SKY BEND To BAGDAD RD	2.50	4	Access Management	434	100%	840	8396	1085	7,311	\$ 500,000	\$ 500,000
A-20, C-13	Hero Way	From 1,100' E OF SAN GABRIEL PKWY To 900' W OF LAKELINE BLVD	1.08	4	Widen 4-Lane Arterial	338	50%	840	1817	183	1,634	\$ 11,100,000	\$ 5,550,000
A-21, C-14	Hero Way	From LAKELINE BLVD To US 183	2.51	4	Access Management	2250	50%	840	4223	2828	1,395	\$ 22,757,707	\$ 11,378,854
C-15	Municipal Dr	From Nothern Hills To S West Dr	0.56	2	Widen Collector	36	100%	760	858	20	838	\$ 2,494,024	\$ 2,494,024
Total								12,360	36,562	15,980	20,582	\$ 72,451,731	\$ 45,672,878

Intersection Projects

Project #	Project Type	Intersection	Project Source	Percent in Service Area	Total Project Cost	Total Project Cost in Service Area
ACDEI-1	Other Capacity	Hero Way and US 183	TMP - ICE	25%	\$ 298,750	\$ 74,688
ABCDEI-2	ITS Upgrades	City of Leander Signal Upgrades	TMP	20%	\$ 2,000,000	\$ 400,000
CDI-2	Other Capacity	Crystal Falls Pkwy and US 183	TMP - ICE	50%	\$ 355,000	\$ 177,500
CDI-3	Other Capacity	W South St and US 183	TMP - ICE	50%	\$ 194,000	\$ 97,000
CI-1	Other Capacity	Crystal Falls Pkwy and Lakeline Blvd	TMP - ICE	100%	\$ 472,250	\$ 472,250
CI-4	Roundabout	W South St and West Dr	2018-GO Bond	100%	\$ 1,200,000	\$ 1,200,000
CI-5	Signal	E Crystal Falls Pkwy and S West St	TMP	100%	\$ 400,000	\$ 400,000
CI-6	Signal	Sonny Dr and Lakeline Blvd	TMP	100%	\$ 400,000	\$ 400,000
CI-7	Signal	Sonny Dr and Bagdad Rd	TMP	100%	\$ 400,000	\$ 400,000
CI-8	Other Capacity	RM 1431 and Travisso Pkwy	TMP	20%	\$ 400,000	\$ 80,000
Total					\$ 6,120,000	\$ 3,701,438

2022 Roadway Impact Fee Study Cost per Service Area: \$ 23,000
Total Cost in Service Area C: \$ 49,397,316

Notes:

1. Total Peak Hour Supply = (Length in Miles)(Number of Existing Lanes)(Peak Hour Capacity per Lane)(Percent in Service Area) [Vehicle-Miles]
2. Total Peak Hour Demand = (Length in Miles)(PM Peak Hour Volume)(Percent In Service Area) [Vehicle-Miles]
3. Excess Peak Hour Capacity = (Total Peak Hour Supply) - (Total Peak Hour Demand) [Vehicle-Miles]
4. Existing Peak Hour Deficiencies = (Total Peak Hour Demand) - (Total Peak Hour Supply) [Vehicle-Miles]
5. "Length (Miles)" are displayed as rounded lengths to the nearest 0.01 miles. Calculations were performed using exact mileage length (Length in Feet / 5,280 Feet per Mile).
6. These planning level cost projections listed in these tables have been developed for impact fee calculations only and should not be used for any future Capital Improvement Planning within the City of Leander. These planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

City of Leander - 2022 Roadway Impact Fee Study
CIP Service Units of Supply
Service Area D

Roadway Projects

Last Modified: 3/14/2022

Project #	Street Name	Project Limits	Length (Miles)	Future Lanes	Impact Fee Class	Peak Hour Volume	Percent in Service Area	Veh-Mi Capacity Pk-Hr Per Ln	Veh-Mi Supply Pk-Hr Total ¹	Veh-Mi Total Demand Pk-Hr ²	Excess Capacity Pk-Hr Veh-Mi ³	Total Project Cost	Total Project Cost in Service Area
D-1	Leander Dr	From HAZLEWOOD ST To CRYSTAL FALLS DR	0.88	2	Widen Substandard	92	100%	760	1,340	81	1,259	\$ 5,300,000	\$ 5,300,000
D-2	Horizon Park Blvd	From RM 2243 To CRYSTAL FALLS PKWY	1.54	2	Widen Collector	372	100%	760	2343	573	1,770	\$ 14,300,000	\$ 14,300,000
D-3	Raider Way	From HERO WAY To RM 2243	0.64	2	New Collector	New	100%	760	977	0	977	\$ 4,700,000	\$ 4,700,000
D-4	Raider Way	From RM 2243 To 1,235' S OF RM 2243	0.25	2	New Collector	New	100%	760	381	0	381	\$ 3,200,000	\$ 3,200,000
D-5	CR 175	From RM 2243 To 1,265' SE OF RM 2243	0.24	4	Widen 4-Lane Arterial	250	50%	840	395	29	366	\$ 1,680,000	\$ 840,000
D-6	CR 175	From 1,265' SE OF RM 2243 To 2,315' SE OF RM 2243	0.23	4	Widen 4-Lane Arterial	250	100%	840	765	57	708	\$ 1,680,000	\$ 1,680,000
D-7	CR 175	From 2,315' SE OF RM 2243 To 3,040' SE OF RM 2243	0.14	4	Widen 4-Lane Arterial	250	50%	840	232	17	215	\$ 960,000	\$ 480,000
D-8	CR 175	From 1,855' NW OF WHISPER LN To 40' NW OF CRYSTAL FALLS PKWY	0.91	4	Widen 4-Lane Arterial	250	50%	840	1526	114	1,412	\$ 6,720,000	\$ 3,360,000
D-9	CR 175	From 1,400' SE OF CRYSTAL FALLS PKWY To 500' SE OF PARKSIDE PKWY	0.38	4	Widen 4-Lane Arterial	372	100%	840	1287	142	1,145	\$ 2,720,000	\$ 2,720,000
D-10	CR 175	From 615' NW OF JOURNEY PKWY To JOURNEY PKWY	0.12	4	Widen 4-Lane Arterial	372	50%	840	196	22	174	\$ 880,000	\$ 440,000
D-11	RM 2243	From N US 183 To CR 175	3.21	4	Widen 4-Lane Arterial	1748	100%	840	10788	5613	5,175	\$ 45,100,000	\$ 45,100,000
D-12	RM 2243	From CR 175 To HERO WAY	0.28	4	Widen 4-Lane Arterial	1462	50%	840	478	208	270	\$ 2,600,000	\$ 1,300,000
D-13	Woodview Dr	From 980' W OF N US 183 To N US 183	0.18	2	New Collector	New	100%	760	281	0	281	\$ 6,300,000	\$ 6,300,000
D-14	Crystal Falls Pkwy	From RONALD REAGAN BLVD To 725' E OF RONALD REAGAN BLVD	0.14	4	New 4-Lane Arterial	New	100%	840	462	0	462	\$ 1,400,000	\$ 1,400,000
D-15	Crystal Falls Pkwy	From 1,405' E OF RONALD REAGAN BLVD To 2,185' E OF RONALD REAGAN BLVD	0.15	4	New 4-Lane Arterial	New	100%	840	496	0	496	\$ 1,500,000	\$ 1,500,000
D-16	Crystal Falls Pkwy	From 2,190' E OF RONALD REAGAN BLVD To 1,615' W OF CR 175	0.44	4	New 4-Lane Arterial	New	100%	840	1463	0	1,463	\$ 9,400,000	\$ 9,400,000
D-17	Crystal Falls Pkwy	From 1,615' W OF CR 175 To 590' W OF CR 175	0.19	4	New 4-Lane Arterial	New	50%	840	320	0	320	\$ 1,900,000	\$ 950,000
D-18	Crystal Falls Pkwy	From 1,615' W OF CR 175 To 115' W OF CR 175	0.08	4	New 4-Lane Arterial	New	100%	840	271	0	271	\$ 800,000	\$ 800,000
D-19	Journey Pkwy	From RONALD REAGAN BLVD To 4,025' E OF RONALD REAGAN BLVD	0.76	4	Widen 4-Lane Arterial	1436	100%	840	2560	1094	1,466	\$ 6,700,000	\$ 6,700,000
D-20	Journey Pkwy	From 4,025' E OF RONALD REAGAN BLVD To 4,700' E OF RONALD REAGAN BLVD	0.13	4	Widen 4-Lane Arterial	1436	50%	840	210	90	120	\$ 3,400,000	\$ 1,700,000
D-21	Journey Pkwy	From 4,700' E OF RONALD REAGAN BLVD To 5,000' E OF RONALD REAGAN BLVD	0.05	4	Widen 4-Lane Arterial	1436	100%	840	178	76	102	\$ 1,200,000	\$ 1,200,000
D-22	Journey Pkwy	From 2,575' W OF CR 175 To 1,875' W OF CR 175	0.13	4	Widen 4-Lane Arterial	1436	50%	840	218	93	125	\$ 500,000	\$ 250,000
D-23	Journey Pkwy	From 1,875' W OF CR 175 To CR 175	0.35	4	Widen 4-Lane Arterial	1436	100%	840	1184	506	678	\$ 3,200,000	\$ 3,200,000
D-24	Ronald Reagan Blvd	From RM 2243 To Southern City Limits	2.56	4	Access Management	2714	100%	840	8588	6937	1,651	\$ 4,200,000	\$ 4,200,000
C-9, D-25	US 183	From HERO WAY To 195' S OF OSAGE DR	2.84	4	Access Management	2940	50%	840	4769	4173	596	\$ 4,500,000	\$ 2,250,000
D-26	N East St	From Hero Way To E South St	0.30	2	Widen Collector	New	100%	760	458	0	458	\$ 3,280,852	\$ 3,280,852
D-27	N East St	From E Evans St To E South St	0.21	2	Widen Collector	New	100%	760	320	0	320	\$ 1,100,000	\$ 1,100,000
D-28	Woodview Dr	From US 183A To Raider Way	0.38	2	Widen Collector	302	100%	760	574	114	460	\$ 4,909,533	\$ 4,909,533
D-29	Raider Way	From Woodview Dr To Crystal Falls Pkwy	0.53	2	Widen Collector	300	100%	760	809	160	649	\$ 4,909,533	\$ 4,909,533
B-17, D-30	Hero Way ROW	From US 183 To RM 2243	2.34	3	New 3-Lane Frontage	394	50%	760	2671	462	2,209	\$ 13,900,000	\$ 6,950,000
Total								24,400	46,538	20,560	25,978	\$ 162,939,917	\$ 144,419,917

Intersection Projects

Project #	Project Type	Intersection	Project Source	Percent in Service Area	Total Project Cost	Total Project Cost in Service Area
ACDEI-1	Other Capacity	Hero Way and US 183	TMP - ICE	25%	\$ 298,750	\$ 74,688
ABCDEI-2	ITS Upgrades	City of Leander Signal Upgrades	TMP	20%	\$ 2,000,000	\$ 400,000
BDI-2	Signal	Hero Way and Ronald Reagan Blvd	TMP	50%	\$ 400,000	\$ 200,000
CDI-2	Other Capacity	Crystal Falls Pkwy and US 183	TMP - ICE	50%	\$ 355,000	\$ 177,500
CDI-3	Other Capacity	W South St and US 183	TMP - ICE	50%	\$ 194,000	\$ 97,000
DI-1	Innovative Intersection	RM 2243 and Ronald Reagan Blvd	TMP - ICE	100%	\$ 5,000,000	\$ 5,000,000
DI-2	Roundabout	E Woodview Dr and Raider Way	CIP	100%	\$ 1,200,000	\$ 1,200,000
DI-3	Signal	E Crystal Falls Pkwy and Raider Way	CIP	100%	\$ 1,200,000	\$ 1,200,000
DI-4	Signal	Journey Pkwy and CR 175	TMP	100%	\$ 400,000	\$ 400,000
DI-5	Roundabout	Sonny Dr and Leander Dr	TMP	100%	\$ 400,000	\$ 400,000
DI-6	Roundabout	Hazelwood St and Horizon Park Blvd	TMP	100%	\$ 1,200,000	\$ 1,200,000
Total					\$ 12,647,750	\$ 10,349,188

2022 Roadway Impact Fee Study Cost per Service Area: \$ 23,000
Total Cost in Service Area D: \$ 154,792,105

City of Leander - 2022 Roadway Impact Fee Study
CIP Service Units of Supply
Service Area E

Roadway Projects

Last Modified: 3/14/2022

Project #	Street Name	Project Limits	Length (Miles)	Future Lanes	Impact Fee Class	Peak Hour Volume	Percent in Service Area	Veh-Mi Capacity Pk-Hr Per Ln	Veh-Mi Supply Pk-Hr Total ¹	Veh-Mi Total Demand Pk-Hr ²	Excess Capacity Pk-Hr Veh-Mi ³	Total Project Cost	Total Project Cost in Service Area
A-9, E-1	US 183	From 3,425' N OF S GABRIEL DR To HERO WAY	1.70	4	Access Management	1,780	50%	840	2,854	1512	1,342	\$ 3,400,000	\$ 1,700,000
E-2	San Gabriel Pkwy	From N US 183 To 183A TOLL RD	0.45	4	Widen 6-Lane Arterial (2/3)	922	100%	840	1517	416	1,101	\$ 3,000,000	\$ 3,000,000
E-3	Metro Dr	From Leander Dr To Mel Mathis Ave	0.18	2	New Collector	New	100%	760	280	0	280	\$ 4,661,885	\$ 4,661,885
E-4	College Way	From Main Street To US 183A	0.41	2	New Collector	New	100%	760	623	0	623	\$ 1,600,000	\$ 1,600,000
E-5	Main Street	From San Gabriel Pkwy To 1575' N of Hero Way	0.49	2	New Collector	New	100%	760	738	0	738	\$ 1,800,000	\$ 1,800,000
Total								3,960	6,012	1,928	4,084	\$ 14,461,885	\$ 12,761,885

Intersection Projects

Project #	Project Type	Intersection	Project Source	Percent in Service Area	Total Project Cost	Total Project Cost in Service Area
ACDEI-1	Other Capacity	Hero Way and US 183	TMP - ICE	25%	\$ 298,750	\$ 74,688
ABCDEI-2	ITS Upgrades	City of Leander Signal Upgrades	TMP	20%	\$ 2,000,000	\$ 400,000
Total					\$ 2,298,750	\$ 474,688

2022 Roadway Impact Fee Study Cost per Service Area: \$ 23,000
Total Cost in Service Area E: \$ 13,259,573

Notes:

1. Total Peak Hour Supply = (Length in Miles)(Number of Existing Lanes)(Peak Hour Capacity per Lane)(Percent in Service Area) [Vehicle-Miles]

2. Total Peak Hour Demand = (Length in Miles)(PM Peak Hour Volume)(Percent In Service Area) [Vehicle-Miles]

3. Excess Peak Hour Capacity = (Total Peak Hour Supply) - (Total Peak Hour Demand) [Vehicle-Miles]

4. Existing Peak Hour Deficiencies = (Total Peak Hour Demand) - (Total Peak Hour Supply) [Vehicle-Miles]

5. "Length (Miles)" are displayed as rounded lengths to the nearest 0.01 miles. Calculations were performed using exact mileage length (Length in Feet / 5,280 Feet per Mile).

6. These planning level cost projections listed in these tables have been developed for impact fee calculations only and should not be used for any future Capital Improvement Planning within the City of Leander. These planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.



Appendix C – Existing Facilities Inventory

City of Leander - 2022 Roadway Impact Fee Study
Existing Street Facilities Inventory

Service Area A

Street Name	Project Limits	Length (Feet)	Length (Miles)	Existing Thru Lanes		Existing Cross- Section	Percent in Service Area	PM Peak Hour Volumes (Vehicles per Hour)		Peak Hour Capacity (Vehicle-Miles per Lane)		Total Peak Hour Supply (Vehicle-Miles) ¹		Total Peak Hour Demand (Vehicle-Miles) ²		Excess Peak Hour Capacity (Vehicle-Miles) ³		Existing Peak Hour Deficiencies (Vehicle- Miles) ⁴	
				NB / EB	SB / WB			NB / EB	SB / WB	NB / EB	SB / WB	NB / EB	SB / WB	NB / EB	SB / WB	NB / EB	SB / WB	NB / EB	SB / WB
Lakeline Blvd	From 1,125' S OF CR 281 To 1,635' S OF CR 280	3,506	0.66	0	0	N/A	50%	0	0	0	0	0	0	N/A	N/A	N/A	N/A		
Lakeline Blvd	From LIVE OAK RD To 1,635' S OF CR 280	5,438	1.03	0	0	N/A	100%	0	0	0	0	0	0	N/A	N/A	N/A	N/A		
Lakeline Blvd	From 1,635' S OF CR 280 To 75' N OF BAGDAD RD	1,061	0.20	0	0	N/A	50%	0	0	0	0	0	0	N/A	N/A	N/A	N/A		
Lakeline Blvd	From 480' N OF OLD 2243 WEST To OLD 2243 WEST	501	0.09	0	0	N/A	100%	0	0	0	0	0	0	N/A	N/A	N/A	N/A		
Bagdad Rd	From 1300' N OF CR 281 To CR 281	1,362	0.26	1	1	2U	50%	458	458	640	640	83	83	59	59	23	23		
Bagdad Rd	From CR 281 To 930' NW OF W SAN GABRIEL PKWY	12,729	2.41	1	1	2U	100%	458	458	640	640	1,543	1,543	1,104	1,104	439	439		
Bagdad Rd	From 930' NW OF W SAN GABRIEL PKWY To 380' NW OF W SAN GABRIEL PKWY	557	0.11	2	2	5U	50%	412	412	720	720	76	76	22	22	54	54		
Bagdad Rd	From 380' NW OF W SAN GABRIEL PKWY To HERO WAY	7,452	1.41	2	2	5U	100%	634	634	720	720	2,032	2,032	895	895	1,138	1,138		
US 183	From US 183A To HERO WAY	8,969	1.70	2	2	4U	50%	890	890	660	660	1,121	1,121	756	756	365	365		
CR 280	From 1,725' W OF LAKELINE BLVD To 530' E OF LAKELINE BLVD	2,271	0.43	0	0	N/A	100%	0	0	0	0	0	0	N/A	N/A	N/A	N/A		
CR 280	From 1,965' W OF BAGDAD RD To BAGDAD RD	2,086	0.40	0	0	N/A	100%	0	0	0	0	0	0	N/A	N/A	N/A	N/A		
Heritage Grove Rd	From HALSEY DR To 1,295' W OF W BROADE ST	1,678	0.32	1	1	2U	100%	53	53	640	640	203	203	17	17	187	187		
Heritage Grove Rd	From 1,295' W OF W BROADE ST To 460' E OF W BROADE ST	834	0.16	1	1	2U	50%	53	53	640	640	51	51	4	4	46	46		
Heritage Grove Rd	From 460' W OF W BROADE ST To W BROADE ST	464	0.09	1	1	2U	100%	53	53	640	640	56	56	5	5	52	52		
San Gabriel Pkwy	From LAKELINE BLVD To 1,760' E OF LAKELINE BLVD	1,803	0.34	0	0	N/A	50%	0	0	0	0	0	0	N/A	N/A	N/A	N/A		
San Gabriel Pkwy	From 1,760' W OF LAKELINE BLVD To 1,400' W OF BAGDAD RD	4,002	0.76	0	0	N/A	100%	0	0	0	0	0	0	N/A	N/A	N/A	N/A		
San Gabriel Pkwy	From 1,400' W OF BAGDAD RD To 165' W OF BAGDAD RD	1,273	0.24	0	0	N/A	50%	0	0	0	0	0	0	N/A	N/A	N/A	N/A		
San Gabriel Pkwy	From BAGDAD RD To N US 183	7,717	1.46	1	1	2U	100%	674	674	640	640	935	935	985	985	-50	-50	50	50
Hero Way	From SAN GABRIEL PKWY To 1,100' E OF SAN GABRIEL PKWY	1,107	0.21	1	1	2U	50%	210	210	640	640	67	67	22	22	45	45		
Hero Way	From 1,100' E OF SAN GABRIEL PKWY To 900' W OF LAKELINE BLVD	5,712	1.08	1	1	2U	50%	169	169	640	640	346	346	91	91	255	255		
Hero Way	From LAKELINE BLVD To US 183	13,271	2.51	2	2	5U	50%	1,125	1,125	720	720	1,810	1,810	1,414	1,414	396	396		
Live Oak Rd	From LAKELINE BLVD To WESTERN CITY LIMITS	7,209	1.37	0	0	N/A	100%	0	0	0	0	0	0	N/A	N/A	N/A	N/A		
Live Oak Rd	From LAKELINE BLVD To 2240' E OF LAKELINE BLVD	2,237	0.42	0	0	N/A	50%	0	0	0	0	0	0	N/A	N/A	N/A	N/A		
Live Oak Rd	From BAGDAD RD To 1725' W OF BAGDAD RD	1,722	0.33	1	1	2U	100%	26	26	640	640	209	209	8	8	200	200		
Subtotal		94,961	17.99	-	-	-	-	-	-	-	-	8,532	8,532	5,382	5,382	3,150	3,150	50	50
Total		94,961	17.99	-	-	-	-	-	-	-	-	17,064	17,064	10,764	10,764	6,300	6,300	100	100

Notes:

1. Total Peak Hour Supply = (Length in Miles)(Number of Existing Lanes)(Peak Hour Capacity per Lane)(Percent in Service Area) [Vehicle-Miles]

2. Total Peak Hour Demand = (Length in Miles)(PM Peak Hour Volume)(Percent In Service Area) [Vehicle-Miles]

3. Excess Peak Hour Capacity = (Total Peak Hour Supply) - (Total Peak Hour Demand) [Vehicle-Miles]

4. Existing Peak Hour Deficiencies = (Total Peak Hour Demand) - (Total Peak Hour Supply) [Vehicle-Miles]

Note: "Length (Miles)" are displayed as rounded lengths to the nearest 0.01 miles. Calculations were performed using exact mileage length (Length in Feet / 5,280 Feet per Mile).

City of Leander - 2022 Roadway Impact Fee Study
Existing Street Facilities Inventory

Service Area B

Street Name	Project Limits	Length (Feet)	Length (Miles)	Existing Thru Lanes		Existing Cross- Section	Percent in Service Area	PM Peak Hour Volumes (Vehicles per Hour)		Peak Hour Capacity (Vehicle-Miles per Lane)		Total Peak Hour Supply (Vehicle-Miles) ¹		Total Peak Hour Demand (Vehicle-Miles) ²		Excess Peak Hour Capacity (Vehicle-Miles) ³		Existing Peak Hour Deficiencies (Vehicle- Miles) ⁴	
				NB / EB	SB / WB			NB / EB	SB / WB	NB / EB	SB / WB	NB / EB	SB / WB	NB / EB	SB / WB	NB / EB	SB / WB	NB / EB	SB / WB
Kaufmann Loop	From SH 29 To 875' SW OF SH 29	881	0.17	1	1	3U	100%	0	0	760	760	127	127	N/A	N/A	N/A	N/A		
CR 270	From N US 183 To 965' E OF N US 183	1,074	0.20	1	1	2U-S	100%	229	229	510	510	104	104	47	47	57	57		
CR 270	From 825' S OF ORCHARD DR To PVT RD 918	3,427	0.65	1	1	2U-S	50%	229	229	510	510	165	165	74	74	91	91		
CR 270	From 300' S OF NORWOOD DR To 250' N OF SAN GABRIEL PKWY	1,560	0.29	1	1	2U-S	50%	229	229	510	510	75	75	34	34	41	41		
CR 270	From 250' N OF SAN GABRIEL PKWY To SAN GABRIEL PKWY	260	0.05	1	1	2U-S	100%	229	229	510	510	25	25	11	11	14	14		
CR 270	From 190' S OF SAN GABRIEL PKWY To 410' S OF SAN GABRIEL PKWY	208	0.04	1	1	2U-S	50%	198	198	510	510	10	10	4	4	6	6		
CR 270	From 410' S OF SAN GABRIEL PKWY To 680' S OF SAN GABRIEL PKWY	252	0.05	1	1	2U-S	100%	198	198	510	510	24	24	9	9	15	15		
CR 270	From 680' S OF SAN GABRIEL PKWY To 1,500' S OF SAN GABRIEL PKWY	809	0.15	1	1	2U-S	50%	198	198	510	510	39	39	15	15	24	24		
CR 270	From 2,400' N OF HERO WAY To 1,990' N OF HERO WAY	422	0.08	1	1	2U-S	100%	198	198	510	510	41	41	16	16	25	25		
CR 270	From 1,990' N OF HERO WAY To 1,550' N OF HERO WAY	423	0.08	1	1	2U-S	50%	198	198	510	510	20	20	8	8	12	12		
CR 270	From 1,550' N OF HERO WAY To 405' N OF HERO WAY	1,149	0.22	1	1	2U-S	100%	198	198	510	510	111	111	43	43	68	68		
CR 270	From 405' N OF HERO WAY To HERO WAY	404	0.08	1	1	2U-S	100%	198	198	510	510	39	39	15	15	24	24		
Raider Way	From SAN GABRIEL PKWY To HERO WAY	3,596	0.68	0	0	N/A	100%	0	0	0	0	0	0	N/A	N/A	N/A	N/A		
San Gabriel Pkwy	From CR 270 To 1,415' E of CR 270	1,414	0.27	0	0	N/A	50%	18	18	0	0	0	0	2	2	-2	-2	2	2
San Gabriel Pkwy	From 1,415' E of CR 270 To 375' W of Logan Del Way	1,654	0.31	0	0	N/A	100%	0	0	0	0	0	0	N/A	N/A	N/A	N/A		
San Gabriel Pkwy	From 865' W of Ronald Reagan Blvd To Ronald Reagan Blvd	875	0.17	1	1	2U	100%	0	0	640	640	106	106	N/A	N/A	N/A	N/A		
Hero Way ROW	From US 183 To RM 2243	12,372	2.34	1	1	2U	50%	197	197	640	640	750	750	231	231	519	519		
Subtotal		30,768	5.83	-	-	-	-	-	-	-	-	1,636	1,636	509	509	894	894	2	2
Total		30,768	5.83	-	-	-	-	-	-	-	-	3,273	3,273	1,019	1,019	1,788	1,788	4	4

Notes:

1. Total Peak Hour Supply = (Length in Miles)(Number of Existing Lanes)(Peak Hour Capacity per Lane)(Percent in Service Area) [Vehicle-Miles]

2. Total Peak Hour Demand = (Length in Miles)(PM Peak Hour Volume)(Percent In Service Area) [Vehicle-Miles]

3. Excess Peak Hour Capacity = (Total Peak Hour Supply) - (Total Peak Hour Demand) [Vehicle-Miles]

4. Existing Peak Hour Deficiencies = (Total Peak Hour Demand) - (Total Peak Hour Supply) [Vehicle-Miles]

Note: "Length (Miles)" are displayed as rounded lengths to the nearest 0.01 miles. Calculations were performed using exact mileage length (Length in Feet / 5,280 Feet per Mile).

City of Leander - 2022 Roadway Impact Fee Study
Existing Street Facilities Inventory

Service Area C

Street Name	Project Limits	Length (Feet)	Length (Miles)	Existing Thru Lanes		Existing Cross- Section	Percent in Service Area	PM Peak Hour Volumes (Vehicles per Hour)		Peak Hour Capacity (Vehicle-Miles per Lane)		Total Peak Hour Supply (Vehicle-Miles) ¹		Total Peak Hour Demand (Vehicle-Miles) ²		Excess Peak Hour Capacity (Vehicle-Miles) ³		Existing Peak Hour Deficiencies (Vehicle- Miles) ⁴	
				NB / EB	SB / WB			NB / EB	SB / WB	NB / EB	SB / WB	NB / EB	SB / WB	NB / EB	SB / WB	NB / EB	SB / WB	NB / EB	SB / WB
Nameless Rd	From TRAVISSE PKWY To 2,475' NW OF RM 1431	5,587	1.06	1	1	2U-S	50%	209	209	510	510	270	270	111	111	159	159		
Lakeline Blvd	From HERO WAY To 2,815' SE OF HERO WAY	2,930	0.55	1	1	2U	100%	383	383	640	640	355	355	213	213	143	143		
Lakeline Blvd	From 2,815' SE OF HERO WAY To 1,765' SE OF VISTA RIDGE	3,388	0.64	1	1	2U	50%	388	388	640	640	205	205	124	124	81	81		
Lakeline Blvd	From 1,765' SE OF VISTA RIDGE To 550' NW OF STINNETT DR	786	0.15	1	1	2U	100%	388	388	640	640	95	95	58	58	38	38		
Bagdad Rd	From HERO WAY To 2,595' S OF HERO WAY	2,561	0.49	2	2	5U	100%	718	718	720	720	699	699	348	348	350	350		
Bagdad Rd	From 2,595' S OF HERO WAY To 475' N OF VISTA RIDGE DR	95	0.02	2	2	5U	50%	718	718	720	720	13	13	6	6	6	6		
Bagdad Rd	From 475' N OF VISTA RIDGE DR To 2,065' S OF OSAGE DR	14,107	2.67	2	2	5U	100%	924	924	720	720	3,847	3,847	2,469	2,469	1,379	1,379		
S West Dr	From W SOUTH ST To 870' N OF SONNY DR	2,822	0.53	1	1	2U-S	100%	332	332	510	510	273	273	177	177	95	95		
US 183	From HERO WAY To 195' S OF OSAGE DR	14,989	2.84	2	2	5U	50%	1,470	1,470	720	720	2,044	2,044	2,087	2,087	-43	-43	43	43
W South St	From WEST DR To US 183	1,012	0.19	1	1	2U-S	100%	230	230	510	510	98	98	44	44	54	54		
Crystal Falls Pkwy	From CANTINA SKY To FIRST VIEW	1,979	0.37	1	1	2D	100%	788	788	640	640	240	240	295	295	-55	-55	55	55
Osage Dr	From 315' E OF PAINTED SKY BEND To BAGDAD RD	13,194	2.50	1	1	2U	100%	217	217	640	640	1,599	1,599	542	542	1,057	1,057		
Hero Way	From 1,100' E OF SAN GABRIEL PKWY To 900' W OF LAKELINE BLVD	5,712	1.08	1	1	2U	50%	169	169	640	640	346	346	91	91	255	255		
Hero Way	From LAKELINE BLVD To US 183	13,271	2.51	2	2	5U	50%	1,125	1,125	720	720	1,810	1,810	1,414	1,414	396	396		
Municipal Dr	From Nothern Hills To S West Dr	2,980	0.56	1	1	2U-S	100%	18	18	510	510	288	288	10	10	278	278		
Subtotal		85,413	16.18	-	-	-	-	-	-	-	-	12,182	12,182	7,990	7,990	4,192	4,192	98	98
Total		85,413	16.18	-	-	-	-	-	-	-	-	24,363	15,980	8,383	196				

Notes:

1. Total Peak Hour Supply = (Length in Miles)(Number of Existing Lanes)(Peak Hour Capacity per Lane)(Percent in Service Area) [Vehicle-Miles]

2. Total Peak Hour Demand = (Length in Miles)(PM Peak Hour Volume)(Percent In Service Area) [Vehicle-Miles]

3. Excess Peak Hour Capacity = (Total Peak Hour Supply) - (Total Peak Hour Demand) [Vehicle-Miles]

4. Existing Peak Hour Deficiencies = (Total Peak Hour Demand) - (Total Peak Hour Supply) [Vehicle-Miles]

Note: "Length (Miles)" are displayed as rounded lengths to the nearest 0.01 miles. Calculations were performed using exact mileage length (Length in Feet / 5,280 Feet per Mile).

City of Leander - 2022 Roadway Impact Fee Study
Existing Street Facilities Inventory

Service Area D

Street Name	Project Limits	Length (Feet)	Length (Miles)	Existing Thru Lanes		Existing Cross- Section	Percent in Service Area	PM Peak Hour Volumes (Vehicles per Hour)		Peak Hour Capacity (Vehicle-Miles per Lane)		Total Peak Hour Supply (Vehicle-Miles) ¹		Total Peak Hour Demand (Vehicle-Miles) ²		Excess Peak Hour Capacity (Vehicle-Miles) ³		Existing Peak Hour Deficiencies (Vehicle- Miles) ⁴	
				NB / EB	SB / WB			NB / EB	SB / WB	NB / EB	SB / WB	NB / EB	SB / WB	NB / EB	SB / WB	NB / EB	SB / WB	NB / EB	SB / WB
Leander Dr	From HAZLEWOOD ST To CRYSTAL FALLS DR	4,654	0.88	1	1	2U-S	100%	46	46	510	510	450	450	41	41	409	409		
Horizon Park Blvd	From RM 2243 To CRYSTAL FALLS PKWY	8,137	1.54	1	1	2U-S	100%	186	186	510	510	786	786	287	287	499	499		
Raider Way	From HERO WAY To RM 2243	3,392	0.64	0	0	N/A	100%	0	0	0	0	0	0	N/A	N/A	N/A	N/A		
Raider Way	From RM 2243 To 1,235' S OF RM 2243	1,324	0.25	0	0	N/A	100%	0	0	0	0	0	0	N/A	N/A	N/A	N/A		
CR 175	From RM 2243 To 1,265' SE OF RM 2243	1,241	0.24	1	1	2U-S	50%	125	125	510	510	60	60	15	15	45	45		
CR 175	From 1,265' SE OF RM 2243 To 2,315' SE OF RM 2243	1,202	0.23	1	1	2U-S	100%	125	125	510	510	116	116	28	28	88	88		
CR 175	From 2,315' SE OF RM 2243 To 3,040' SE OF RM 2243	730	0.14	1	1	2U-S	50%	125	125	510	510	35	35	9	9	27	27		
CR 175	From 1,855' NW OF WHISPER LN To 40' NW OF CRYSTAL FALLS PKWY	4,796	0.91	1	1	2U-S	50%	125	125	510	510	232	232	57	57	175	175		
CR 175	From 1,400' SE OF CRYSTAL FALLS PKWY To 500' SE OF PARKSIDE PKWY	2,022	0.38	1	1	2U-S	100%	186	186	510	510	195	195	71	71	124	124		
CR 175	From 615' NW OF JOURNEY PKWY To JOURNEY PKWY	617	0.12	1	1	2U-S	50%	186	186	510	510	30	30	11	11	19	19		
RM 2243	From N US 183 To CR 175	16,953	3.21	1	1	2U-S	100%	874	874	510	510	1,638	1,638	2,806	2,806	-1,169	-1,169	1,169	1,169
RM 2243	From CR 175 To HERO WAY	1,502	0.28	1	1	2U-S	50%	731	731	510	510	73	73	104	104	-31	-31	31	31
Woodview Dr	From 980' W OF N US 183 To N US 183	976	0.18	0	0	N/A	100%	0	0	0	0	0	0	N/A	N/A	N/A	N/A		
Crystal Falls Pkwy	From RONALD REAGAN BLVD To 725' E OF RONALD REAGAN BLVD	726	0.14	0	0	N/A	100%	0	0	0	0	0	0	N/A	N/A	N/A	N/A		
Crystal Falls Pkwy	From 1,405' E OF RONALD REAGAN BLVD To 2,185' E OF RONALD REAGAN BLVD	780	0.15	0	0	N/A	100%	0	0	0	0	0	0	N/A	N/A	N/A	N/A		
Crystal Falls Pkwy	From 2,190' E OF RONALD REAGAN BLVD To 1,615' W OF CR 175	2,299	0.44	0	0	N/A	100%	0	0	0	0	0	0	N/A	N/A	N/A	N/A		
Crystal Falls Pkwy	From 1,615' W OF CR 175 To 590' W OF CR 175	1,004	0.19	0	0	N/A	50%	0	0	0	0	0	0	N/A	N/A	N/A	N/A		
Crystal Falls Pkwy	From 1,615' W OF CR 175 To 115' W OF CR 175	426	0.08	0	0	N/A	100%	0	0	0	0	0	0	N/A	N/A	N/A	N/A		
Journey Pkwy	From RONALD REAGAN BLVD To 4,025' E OF RONALD REAGAN BLVD	4,022	0.76	1	1	3U	100%	718	718	760	760	579	579	547	547	32	32		
Journey Pkwy	From 4,025' E OF RONALD REAGAN BLVD To 4,700' E OF RONALD REAGAN BLVD	661	0.13	1	1	3U	50%	718	718	760	760	48	48	45	45	3	3		
Journey Pkwy	From 4,700' E OF RONALD REAGAN BLVD To 5,000' E OF RONALD REAGAN BLVD	279	0.05	1	1	3U	100%	718	718	760	760	40	40	38	38	2	2		
Journey Pkwy	From 2,575' W OF CR 175 To 1,875' W OF CR 175	685	0.13	1	1	3U	50%	718	718	760	760	49	49	47	47	3	3		
Journey Pkwy	From 1,875' W OF CR 175 To CR 175	1,860	0.35	1	1	3U	100%	718	718	760	760	268	268	253	253	15	15		
Ronald Reagan Blvd	From RM 2243 To Southern City Limits	13,495	2.56	2	2	4D	100%	1,357	1,357	840	840	4,294	4,294	3,468	3,468	826	826		
US 183	From HERO WAY To 195' S OF OSAGE DR	14,989	2.84	2	2	5U	50%	1,470	1,470	720	720	2,044	2,044	2,087	2,087	-43	-43	43	43
N East St	From Hero Way To E South St	1,583	0.30	1	1	2U-G	100%	0	0	100	100	30	30	N/A	N/A	N/A	N/A		
N East St	From E Evans St To E South St	1,111	0.21	1	1	2U-G	100%	0	0	100	100	21	21	N/A	N/A	N/A	N/A		
Woodview Dr	From US 183A To Raider Way	1,996	0.38	1	1	2U	100%	151	151	640	640	242	242	57	57	185	185		
Raider Way	From Woodview Dr To Crystal Falls Pkwy	2,809	0.53	1	1	2U	100%	150	150	640	640	341	341	80	80	261	261		
Hero Way ROW	From US 183 To RM 2243	12,372	2.34	1	1	2U	50%	197	197	640	640	750	750	231	231	519	519		
Subtotal		108,644	20.58	-	-	-	-	-	-	-	-	12,318	12,318	10,280	10,280	1,987	1,987	1,243	1,243
Total		108,644	20.58	-	-	-	-	-	-	-	-	24,637	24,637	20,560	20,560	3,975	3,975	2,486	2,486

Notes:
1. Total Peak Hour Supply = (Length in Miles)(Number of Existing Lanes)(Peak Hour Capacity per Lane)(Percent in Service Area) [Vehicle-Miles]
2. Total Peak Hour Demand = (Length in Miles)(PM Peak Hour Volume)(Percent In Service Area) [Vehicle-Miles]
3. Excess Peak Hour Capacity = (Total Peak Hour Supply) - (Total Peak Hour Demand) [Vehicle-Miles]
4. Existing Peak Hour Deficiencies = (Total Peak Hour Demand) - (Total Peak Hour Supply) [Vehicle-Miles]
Note: "Length (Miles)" are displayed as rounded lengths to the nearest 0.01 miles. Calculations were performed using exact mileage length (Length in Feet / 5,280 Feet per Mile).

City of Leander - 2022 Roadway Impact Fee Study
Existing Street Facilities Inventory

Service Area E

Street Name	Project Limits	Length (Feet)	Length (Miles)	Existing Thru Lanes		Existing Cross- Section	Percent in Service Area	PM Peak Hour Volumes (Vehicles per Hour)		Peak Hour Capacity (Vehicle-Miles per Lane)		Total Peak Hour Supply (Vehicle-Miles) ¹		Total Peak Hour Demand (Vehicle-Miles) ²		Excess Peak Hour Capacity (Vehicle-Miles) ³		Existing Peak Hour Deficiencies (Vehicle- Miles) ⁴	
				NB / EB	SB / WB			NB / EB	SB / WB	NB / EB	SB / WB	NB / EB	SB / WB	NB / EB	SB / WB	NB / EB	SB / WB	NB / EB	SB / WB
US 183	From 3,425' N OF S GABRIEL DR To HERO WAY	8,969	1.70	2	2	4U	50%	890	890	660	660	1,121	1,121	756	756	365	365		
San Gabriel Pkwy	From N US 183 To 183A TOLL RD	2,384	0.45	1	1	2U	100%	461	461	640	640	289	289	208	208	81	81		
Metro Dr	From Leander Dr To Mel Mathis Ave	974	0.18	0	0	N/A	100%	0	0	0	0	0	0	N/A	N/A	N/A	N/A		
College Way	From Main Street To US 183A	2,164	0.41	0	0	N/A	100%	0	0	0	0	0	0	N/A	N/A	N/A	N/A		
Main Street	From San Gabriel Pkwy To 1575' N of Hero Way	2,563	0.49	0	0	N/A	100%	0	0	0	0	0	0	N/A	N/A	N/A	N/A		
Subtotal		17,054	3.23	-	-	-	-	-	-	-	-	1,410	1,410	964	964	446	446	0	0
Total		17,054	3.23	-	-	-	-	-	-	-	-	2,820		1,928		892		0	

Notes:

1. Total Peak Hour Supply = (Length in Miles)(Number of Existing Lanes)(Peak Hour Capacity per Lane)(Percent in Service Area) [Vehicle-Miles]

2. Total Peak Hour Demand = (Length in Miles)(PM Peak Hour Volume)(Percent In Service Area) [Vehicle-Miles]

3. Excess Peak Hour Capacity = (Total Peak Hour Supply) - (Total Peak Hour Demand) [Vehicle-Miles]

4. Existing Peak Hour Deficiencies = (Total Peak Hour Demand) - (Total Peak Hour Supply) [Vehicle-Miles]

Note: "Length (Miles)" are displayed as rounded lengths to the nearest 0.01 miles. Calculations were performed using exact mileage length (Length in Feet / 5,280 Feet per Mile).



Appendix D – Plan for Awarding the Roadway Impact Fee Credit Summary

SUMMARY OF ROADWAY IMPACT FEE DETERMINATION

Service Area A

Recoverable Impact Fee CIP Costs	\$ 65,927,891	Table 8
Financing Cost	22,348,150	See Detail Below
Interest Earnings	(6,550,644)	Roadway Appendices - page 4
Pre Credit Recoverable Cost for Impact Fee	\$ 81,725,396	Sum of Above
Credit for Ad Valorem Revenues	(17,192,671)	Roadway Appendices - page 7
Maximum Recoverable Cost for Impact Fee	\$ 64,532,725	

Recoverable Impact Fee CIP Costs:

Represents the portion of capital improvement costs that are eligible for funding through Impact fees. Reference is Table 4: 10-Year Roadway Impact Fee CIP with Conceptual Level Cost Projections.

Financing Costs:

Represents the interest costs associated with debt financing the new Impact fee project costs. Interest costs are derived from existing debt issues and forecasted debt issues.

New Annual Debt Service	\$ 74,157,168	Roadway Appendices - page 2
Existing Annual Debt Service	14,095,873	Roadway Appendices - page 3
Principal Component (New and Existing Debt)	(65,904,891)	Roadway Appendices - page 1
Financing Costs	<u>\$ 22,348,150</u>	

Interest Earnings:

Represents the interest earned on cash flows and assumes a 1.00% annual interest rate.

The Impact Fee Statute states that interest earnings are funds of the Impact fee account and are held to the same restrictions as Impact fee revenues. Therefore in order to recognize that interest earnings are used to fund capital improvements, interest earnings are credited against the recoverable costs.

Reference is the sum of Accumulated Interest on page 4 of Roadway Appendices.

Pre Credit Recoverable Cost for Impact Fee:

Represents Recoverable Impact Fee CIP Costs plus Financing Costs less Existing Fund Balance and Interest Earnings.

Credit for Ad Valorem Revenues:

In 2001, the LGC Chapter 395 was amended to include a credit for ad valorem and utility revenues generated by new service units during the ten-year timeframe that are used to fund Impact fee eligible projects for which the new service units were charged an Impact fee. The intent of this amendment is to avoid double-charging the new service units for Impact fee capital improvements. The credit recognizes ad valorem revenues used to fund the debt service of debt financed Impact fee eligible projects and assumes that all non-debt funded impact fee eligible project costs will be funded solely through impact fee revenues or non-ad valorem revenue sources. Reference is page 7 of Roadway Appendices.

Maximum Recoverable Cost for Impact Fee:

Represents Pre Credit Recoverable Cost for Impact Fee less Credit for Ad Valorem Revenues.

This is the maximum cost that can be recovered through Impact fees.

SUMMARY OF ROADWAY IMPACT FEE DETERMINATION

Service Area B

Recoverable Impact Fee CIP Costs	\$ 24,074,712	Table 8
Financing Cost	9,318,032	See Detail Below
Interest Earnings	(2,854,197)	Roadway Appendices - page 4
Pre Credit Recoverable Cost for Impact Fee	\$ 30,538,547	Sum of Above
Credit for Ad Valorem Revenues	(6,532,301)	Roadway Appendices - page 7
Maximum Recoverable Cost for Impact Fee	\$ 24,006,246	

Recoverable Impact Fee CIP Costs:

Represents the portion of capital improvement costs that are eligible for funding through Impact fees. Reference is Table 4: 10-Year Roadway Impact Fee CIP with Conceptual Level Cost Projections.

Financing Costs:

Represents the interest costs associated with debt financing the new Impact fee project costs. Interest costs are derived from existing debt issues and forecasted debt issues.

New Annual Debt Service	\$ 33,369,744	Roadway Appendices - page 2
Existing Annual Debt Service	-	Roadway Appendices - page 3
Principal Component (New and Existing Debt)	(24,051,712)	Roadway Appendices - page 1
Financing Costs	<u>\$ 9,318,032</u>	

Interest Earnings:

Represents the interest earned on cash flows and assumes a 1.00% annual interest rate.

The Impact Fee Statute states that interest earnings are funds of the Impact fee account and are held to the same restrictions as Impact fee revenues. Therefore in order to recognize that interest earnings are used to fund capital improvements, interest earnings are credited against the recoverable costs.

Reference is the sum of Accumulated Interest on page 4 of Roadway Appendices.

Pre Credit Recoverable Cost for Impact Fee:

Represents Recoverable Impact Fee CIP Costs plus Financing Costs less Existing Fund Balance and Interest Earnings.

Credit for Ad Valorem Revenues:

In 2001, the LGC Chapter 395 was amended to include a credit for ad valorem and utility revenues generated by new service units during the ten-year timeframe that are used to fund Impact fee eligible projects for which the new service units were charged an Impact fee. The intent of this amendment is to avoid double-charging the new service units for Impact fee capital improvements. The credit recognizes ad valorem revenues used to fund the debt service of debt financed Impact fee eligible projects and assumes that all non-debt funded impact fee eligible project costs will be funded solely through impact fee revenues or non-ad valorem revenue sources. Reference is page 7 of Roadway Appendices.

Maximum Recoverable Cost for Impact Fee:

Represents Pre Credit Recoverable Cost for Impact Fee less Credit for Ad Valorem Revenues.

This is the maximum cost that can be recovered through Impact fees.

SUMMARY OF ROADWAY IMPACT FEE DETERMINATION

Service Area C

Recoverable Impact Fee CIP Costs	\$ 26,641,019	Table 8
Financing Cost	9,119,348	See Detail Below
Interest Earnings	(2,664,480)	Roadway Appendices - page 4
Pre Credit Recoverable Cost for Impact Fee	\$ 33,095,886	Sum of Above
Credit for Ad Valorem Revenues	(6,718,697)	Roadway Appendices - page 7
Maximum Recoverable Cost for Impact Fee	\$ 26,377,189	

Recoverable Impact Fee CIP Costs:

Represents the portion of capital improvement costs that are eligible for funding through Impact fees. Reference is Table 4: 10-Year Roadway Impact Fee CIP with Conceptual Level Cost Projections.

Financing Costs:

Represents the interest costs associated with debt financing the new Impact fee project costs. Interest costs are derived from existing debt issues and forecasted debt issues.

New Annual Debt Service	\$ 30,217,775	Roadway Appendices - page 2
Existing Annual Debt Service	5,519,592	Roadway Appendices - page 3
Principal Component (New and Existing Debt)	(26,618,019)	Roadway Appendices - page 1
Financing Costs	<u>\$ 9,119,348</u>	

Interest Earnings:

Represents the interest earned on cash flows and assumes a 1.00% annual interest rate.

The Impact Fee Statute states that interest earnings are funds of the Impact fee account and are held to the same restrictions as Impact fee revenues. Therefore in order to recognize that interest earnings are used to fund capital improvements, interest earnings are credited against the recoverable costs.

Reference is the sum of Accumulated Interest on page 4 of Roadway Appendices.

Pre Credit Recoverable Cost for Impact Fee:

Represents Recoverable Impact Fee CIP Costs plus Financing Costs less Existing Fund Balance and Interest Earnings.

Credit for Ad Valorem Revenues:

In 2001, the LGC Chapter 395 was amended to include a credit for ad valorem and utility revenues generated by new service units during the ten-year timeframe that are used to fund Impact fee eligible projects for which the new service units were charged an Impact fee. The intent of this amendment is to avoid double-charging the new service units for Impact fee capital improvements. The credit recognizes ad valorem revenues used to fund the debt service of debt financed Impact fee eligible projects and assumes that all non-debt funded impact fee eligible project costs will be funded solely through impact fee revenues or non-ad valorem revenue sources. Reference is page 7 of Roadway Appendices.

Maximum Recoverable Cost for Impact Fee:

Represents Pre Credit Recoverable Cost for Impact Fee less Credit for Ad Valorem Revenues.

This is the maximum cost that can be recovered through Impact fees.

SUMMARY OF ROADWAY IMPACT FEE DETERMINATION

Service Area D

Recoverable Impact Fee CIP Costs	\$ 80,565,356	Table 8
Financing Cost	30,606,044	See Detail Below
Interest Earnings	(7,812,465)	Roadway Appendices - page 4
Pre Credit Recoverable Cost for Impact Fee	\$ 103,358,935	Sum of Above
Credit for Ad Valorem Revenues	(35,163,954)	Roadway Appendices - page 7
Maximum Recoverable Cost for Impact Fee	\$ 68,194,981	

Recoverable Impact Fee CIP Costs:

Represents the portion of capital improvement costs that are eligible for funding through Impact fees. Reference is Table 4: 10-Year Roadway Impact Fee CIP with Conceptual Level Cost Projections.

Financing Costs:

Represents the interest costs associated with debt financing the new Impact fee project costs. Interest costs are derived from existing debt issues and forecasted debt issues.

New Annual Debt Service	\$ 104,499,242	Roadway Appendices - page 2
Existing Annual Debt Service	6,649,158	Roadway Appendices - page 3
Principal Component (New and Existing Debt)	(80,542,356)	Roadway Appendices - page 1
Financing Costs	<u>\$ 30,606,044</u>	

Interest Earnings:

Represents the interest earned on cash flows and assumes a 1.00% annual interest rate.

The Impact Fee Statute states that interest earnings are funds of the Impact fee account and are held to the same restrictions as Impact fee revenues. Therefore in order to recognize that interest earnings are used to fund capital improvements, interest earnings are credited against the recoverable costs.

Reference is the sum of Accumulated Interest on page 4 of Roadway Appendices.

Pre Credit Recoverable Cost for Impact Fee:

Represents Recoverable Impact Fee CIP Costs plus Financing Costs less Existing Fund Balance and Interest Earnings.

Credit for Ad Valorem Revenues:

In 2001, the LGC Chapter 395 was amended to include a credit for ad valorem and utility revenues generated by new service units during the ten-year timeframe that are used to fund Impact fee eligible projects for which the new service units were charged an Impact fee. The intent of this amendment is to avoid double-charging the new service units for Impact fee capital improvements. The credit recognizes ad valorem revenues used to fund the debt service of debt financed Impact fee eligible projects and assumes that all non-debt funded impact fee eligible project costs will be funded solely through impact fee revenues or non-ad valorem revenue sources. Reference is page 7 of Roadway Appendices.

Maximum Recoverable Cost for Impact Fee:

Represents Pre Credit Recoverable Cost for Impact Fee less Credit for Ad Valorem Revenues.

This is the maximum cost that can be recovered through Impact fees.

SUMMARY OF ROADWAY IMPACT FEE DETERMINATION

Service Area E

Recoverable Impact Fee CIP Costs	\$ 8,977,025	Table 8
Financing Cost	2,926,768	See Detail Below
Interest Earnings	(934,700)	Roadway Appendices - page 4
Pre Credit Recoverable Cost for Impact Fee	\$ 10,969,093	Sum of Above
Credit for Ad Valorem Revenues	(2,370,097)	Roadway Appendices - page 7
Maximum Recoverable Cost for Impact Fee	\$ 8,598,996	

Recoverable Impact Fee CIP Costs:

Represents the portion of capital improvement costs that are eligible for funding through Impact fees. Reference is Table 4: 10-Year Roadway Impact Fee CIP with Conceptual Level Cost Projections.

Financing Costs:

Represents the interest costs associated with debt financing the new Impact fee project costs. Interest costs are derived from existing debt issues and forecasted debt issues.

New Annual Debt Service	\$ 10,760,060	Roadway Appendices - page 2
Existing Annual Debt Service	1,120,733	Roadway Appendices - page 3
Principal Component (New and Existing Debt)	(8,954,025)	Roadway Appendices - page 1
Financing Costs	<u>\$ 2,926,768</u>	

Interest Earnings:

Represents the interest earned on cash flows and assumes a 1.00% annual interest rate.

The Impact Fee Statute states that interest earnings are funds of the Impact fee account and are held to the same restrictions as Impact fee revenues. Therefore in order to recognize that interest earnings are used to fund capital improvements, interest earnings are credited against the recoverable costs.

Reference is the sum of Accumulated Interest on page 4 of Roadway Appendices.

Pre Credit Recoverable Cost for Impact Fee:

Represents Recoverable Impact Fee CIP Costs plus Financing Costs less Existing Fund Balance and Interest Earnings.

Credit for Ad Valorem Revenues:

In 2001, the LGC Chapter 395 was amended to include a credit for ad valorem and utility revenues generated by new service units during the ten-year timeframe that are used to fund Impact fee eligible projects for which the new service units were charged an Impact fee. The intent of this amendment is to avoid double-charging the new service units for Impact fee capital improvements. The credit recognizes ad valorem revenues used to fund the debt service of debt financed Impact fee eligible projects and assumes that all non-debt funded impact fee eligible project costs will be funded solely through impact fee revenues or non-ad valorem revenue sources. Reference is page 7 of Roadway Appendices.

Maximum Recoverable Cost for Impact Fee:

Represents Pre Credit Recoverable Cost for Impact Fee less Credit for Ad Valorem Revenues.

This is the maximum cost that can be recovered through Impact fees.



Appendix E – Plan for Awarding the Roadway Impact Fee Credit Supporting Exhibits

City of Leander - 2022 Roadway Impact Fee Study

Impact Fee Calculation Assumptions

Appendix E - Impact Fee Calculation Assumptions

Service Area A

I. General Assumptions

Annual Interest Rate on Deposits ⁽¹⁾	1.00%
Annual Vehicle Mile Growth ⁽²⁾	2,961
Portion of Projects Funded by Existing Debt ⁽³⁾	\$ 12,455,070
Non-debt Funded Project Cost ⁽⁴⁾	23,000
New Project Cost Funded Through New Debt ⁽⁵⁾	53,449,822
Total Recoverable Project Cost ⁽⁶⁾	\$ 65,927,891

II. New Debt Issues Assumptions

<u>Year</u>	<u>Principal</u> ⁽⁷⁾	<u>Interest</u> ⁽⁸⁾	<u>Term</u>
1	\$ 13,362,455	2.34%	20
2	-	2.53%	20
3	-	2.73%	20
4	13,362,455	2.92%	20
5	-	3.16%	20
6	-	3.41%	20
7	13,362,455	3.66%	20
8	-	3.90%	20
9	-	4.15%	20
10	13,362,455	4.40%	20
Total	\$ 53,449,822		

III. Capital Expenditure Assumptions

<u>Year</u>	<u>Annual Capital Expenditures</u> ⁽⁹⁾
1	\$ 2,300
2	4,456,452
3	4,456,452
4	4,456,452
5	4,456,452
6	4,456,452
7	4,456,452
8	4,456,452
9	4,456,452
10	4,456,452
11	4,454,152
12	4,454,152
13	4,454,152
Total	53,472,822

- (1) Texpool 5-year average per City Staff
- (2) Derived from Table 1: Residential and Employment 10-Year Growth Projections
- (3) Per Kimley-Horn discussions with City Staff and City files
- (4) This assumes 0% of new project costs funded through sources other than debt, unless specified otherwise
- (5) This assumes 100% of new project costs funded through new debt issues, unless specified otherwise
- (6) Table 4: 10-Year Roadway Impact Fee CIP with Conceptual Level Cost Projections
- (7) Assumes new debt issued in equal amounts every 3 years, per City Staff
- (8) Estimated interest on future debt from City's Financial Advisor December 2021
- (9) Assumes new debt proceeds expended over a 3-year timeframe
- Non-debt funded capital expenditures allocated per discussions with City Staff

City of Leander - 2022 Roadway Impact Fee Study

Appendix E - Impact Fee Calculation Assumptions

Debt Service and Expense Summary

Service Area A

I. New Debt Service Detail

<u>Year</u>	<u>Series 1</u>	<u>Series 2</u>	<u>Series 3</u>	<u>Series 4</u>	<u>Series 5</u>	<u>Series 6</u>	<u>Series 7</u>	<u>Series 8</u>	<u>Series 9</u>	<u>Series 10</u>	<u>Total Annual New Debt Service</u>
1	\$ 844,181	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 844,181
2	844,181	-	-	-	-	-	-	-	-	-	844,181
3	844,181	-	-	-	-	-	-	-	-	-	844,181
4	844,181	-	-	891,785	-	-	-	-	-	-	1,735,966
5	844,181	-	-	891,785	-	-	-	-	-	-	1,735,966
6	844,181	-	-	891,785	-	-	-	-	-	-	1,735,966
7	844,181	-	-	891,785	-	-	953,431	-	-	-	2,689,398
8	844,181	-	-	891,785	-	-	953,431	-	-	-	2,689,398
9	844,181	-	-	891,785	-	-	953,431	-	-	-	2,689,398
10	844,181	-	-	891,785	-	-	953,431	-	-	1,018,461	3,707,858
11	844,181	-	-	891,785	-	-	953,431	-	-	1,018,461	3,707,858
12	844,181	-	-	891,785	-	-	953,431	-	-	1,018,461	3,707,858
13	844,181	-	-	891,785	-	-	953,431	-	-	1,018,461	3,707,858
14	844,181	-	-	891,785	-	-	953,431	-	-	1,018,461	3,707,858
15	844,181	-	-	891,785	-	-	953,431	-	-	1,018,461	3,707,858
16	844,181	-	-	891,785	-	-	953,431	-	-	1,018,461	3,707,858
17	844,181	-	-	891,785	-	-	953,431	-	-	1,018,461	3,707,858
18	844,181	-	-	891,785	-	-	953,431	-	-	1,018,461	3,707,858
19	844,181	-	-	891,785	-	-	953,431	-	-	1,018,461	3,707,858
20	844,181	-	-	891,785	-	-	953,431	-	-	1,018,461	3,707,858
21	-	-	-	891,785	-	-	953,431	-	-	1,018,461	2,863,677
22	-	-	-	891,785	-	-	953,431	-	-	1,018,461	2,863,677
23	-	-	-	891,785	-	-	953,431	-	-	1,018,461	2,863,677
24	-	-	-	-	-	-	953,431	-	-	1,018,461	1,971,892
25	-	-	-	-	-	-	953,431	-	-	1,018,461	1,971,892
26	-	-	-	-	-	-	953,431	-	-	1,018,461	1,971,892
27	-	-	-	-	-	-	-	-	-	1,018,461	1,018,461
28	-	-	-	-	-	-	-	-	-	1,018,461	1,018,461
29	-	-	-	-	-	-	-	-	-	1,018,461	1,018,461
	\$ 16,883,628	\$ -	\$ -	\$ 17,835,700	\$ -	\$ -	\$ 19,068,626	\$ -	\$ -	\$ 20,369,214	\$ 74,157,168

City of Leander - 2022 Roadway Impact Fee Study

Appendix E - Impact Fee Calculation Assumptions

Debt Service and Expense Summary

Service Area A

II. Summary of Annual Expenses

<u>Year</u>	<u>New Annual Debt Service⁽¹⁾</u>	<u>Annual Capital Expenditures⁽²⁾</u>	<u>Annual Bond Proceeds⁽²⁾</u>	<u>Existing Annual Debt Service⁽³⁾</u>	<u>Annual Credit⁽⁴⁾</u>	<u>Total Expense</u>
1	\$ 844,181	\$ 2,300	\$ (13,362,455)	\$ 941,370	\$ (48,436)	\$ (11,623,040)
2	844,181	4,456,452	-	939,888	(94,236)	6,146,285
3	844,181	4,456,452	-	941,408	(137,834)	6,104,207
4	1,735,966	4,456,452	(13,362,455)	940,580	(268,569)	(6,498,026)
5	1,735,966	4,456,452	-	941,133	(327,564)	6,805,988
6	1,735,966	4,456,452	-	940,486	(383,594)	6,749,310
7	2,689,398	4,456,452	(13,362,455)	941,796	(593,003)	(5,867,812)
8	2,689,398	4,456,452	-	941,767	(662,261)	7,425,355
9	2,689,398	4,456,452	-	941,395	(728,363)	7,358,882
10	3,707,858	4,456,452	(13,362,455)	940,942	(1,013,609)	(5,270,813)
11	3,707,858	4,454,152	-	942,435	(1,013,935)	8,090,510
12	3,707,858	4,454,152	-	941,484	(1,013,728)	8,089,767
13	3,707,858	4,454,152	-	942,682	(1,013,989)	8,090,704
14	3,707,858	-	-	940,108	(1,013,427)	3,634,539
15	3,707,858	-	-	458,474	(908,414)	3,257,919
16	3,707,858	-	-	459,925	(908,730)	3,259,053
17	3,707,858	-	-	-	(808,449)	2,899,409
18	3,707,858	-	-	-	(808,449)	2,899,409
19	3,707,858	-	-	-	(808,449)	2,899,409
20	3,707,858	-	-	-	(808,449)	2,899,409
21	2,863,677	-	-	-	(624,387)	2,239,290
22	2,863,677	-	-	-	(624,387)	2,239,290
23	2,863,677	-	-	-	(624,387)	2,239,290
24	1,971,892	-	-	-	(429,945)	1,541,947
25	1,971,892	-	-	-	(429,945)	1,541,947
26	1,971,892	-	-	-	(429,945)	1,541,947
27	1,018,461	-	-	-	(222,062)	796,399
28	1,018,461	-	-	-	(222,062)	796,399
29	1,018,461	-	-	-	(222,062)	796,399
	\$ 74,157,168	\$ 53,472,822	\$ (53,449,822)	\$ 14,095,873	\$ (17,192,671)	\$ 71,083,371

(1) Appendix E - Service Area A, Page 2

(2) Appendix E - Service Area A, Page 1

(3) Eligible outstanding debt funded projects as a percent of total principal times original annual debt service

(4) Appendix E - Service Area A, Page 7

City of Leander - 2022 Roadway Impact Fee Study

Revenue Test

Appendix E - Impact Fee Calculation Assumptions

Service Area A

<u>Year</u>	<u>Impact Fee</u>	<u>Vehicle Miles</u>	<u>Impact Fee Revenue</u>	<u>Annual Expenses</u>	<u>Sub-Total</u>	<u>Accumulated Interest</u>	<u>Estimated Fund Balance</u>
Initial							\$ -
1	\$ 2,179	2,961	\$ 6,453,273	\$ (11,623,040)	\$ 18,076,313	\$ 90,382	18,166,694
2	2,179	2,961	6,453,273	6,146,285	306,988	183,202	18,656,884
3	2,179	2,961	6,453,273	6,104,207	349,066	188,314	19,194,264
4	2,179	2,961	6,453,273	(6,498,026)	12,951,299	256,699	32,402,262
5	2,179	2,961	6,453,273	6,805,988	(352,715)	322,259	32,371,806
6	2,179	2,961	6,453,273	6,749,310	(296,037)	322,238	32,398,006
7	2,179	2,961	6,453,273	(5,867,812)	12,321,085	385,585	45,104,676
8	2,179	2,961	6,453,273	7,425,355	(972,083)	446,186	44,578,780
9	2,179	2,961	6,453,273	7,358,882	(905,609)	441,260	44,114,431
10	2,179	2,961	6,453,273	(5,270,813)	11,724,085	499,765	56,338,281
11	-	-	-	8,090,510	(8,090,510)	522,930	48,770,701
12	-	-	-	8,089,767	(8,089,767)	447,258	41,128,192
13	-	-	-	8,090,704	(8,090,704)	370,828	33,408,317
14	-	-	-	3,634,539	(3,634,539)	315,910	30,089,689
15	-	-	-	3,257,919	(3,257,919)	284,607	27,116,378
16	-	-	-	3,259,053	(3,259,053)	254,869	24,112,193
17	-	-	-	2,899,409	(2,899,409)	226,625	21,439,408
18	-	-	-	2,899,409	(2,899,409)	199,897	18,739,897
19	-	-	-	2,899,409	(2,899,409)	172,902	16,013,390
20	-	-	-	2,899,409	(2,899,409)	145,637	13,259,617
21	-	-	-	2,239,290	(2,239,290)	121,400	11,141,727
22	-	-	-	2,239,290	(2,239,290)	100,221	9,002,658
23	-	-	-	2,239,290	(2,239,290)	78,830	6,842,198
24	-	-	-	1,541,947	(1,541,947)	60,712	5,360,963
25	-	-	-	1,541,947	(1,541,947)	45,900	3,864,916
26	-	-	-	1,541,947	(1,541,947)	30,939	2,353,908
27	-	-	-	796,399	(796,399)	19,557	1,577,066
28	-	-	-	796,399	(796,399)	11,789	792,456
29	-	-	-	796,399	(796,399)	3,943	-
			\$ 64,532,726	\$ 71,083,371		\$ 6,550,644	

City of Leander - 2022 Roadway Impact Fee Study

Impact Fee Calculation

Appendix E - Impact Fee Calculation Assumptions

Service Area A

<u>Year</u>	<u>Number of Years to End of Period</u>	<u>Future Value Escalation</u>		<u>Annual Vehicle Miles</u>		<u>Annual Expense</u>	
		<u>Interest Rate Factor</u>	<u>Recovery Fee Factor</u>				
1	29	1.3279	1.0000	2,961	3,932	\$ (11,623,040)	\$ (15,434,205)
2	28	1.3147	1.0000	2,961	3,893	6,146,285	8,080,828
3	27	1.3017	1.0000	2,961	3,855	6,104,207	7,946,045
4	26	1.2888	1.0000	2,961	3,817	(6,498,026)	(8,374,943)
5	25	1.2761	1.0000	2,961	3,779	6,805,988	8,685,008
6	24	1.2634	1.0000	2,961	3,741	6,749,310	8,527,408
7	23	1.2509	1.0000	2,961	3,704	(5,867,812)	(7,340,278)
8	22	1.2386	1.0000	2,961	3,668	7,425,355	9,196,703
9	21	1.2263	1.0000	2,961	3,631	7,358,882	9,024,130
10	20	1.2141	1.0000	2,961	3,595	(5,270,813)	(6,399,555)
11	19	1.2021	1.0000	-	-	8,090,510	9,725,831
12	18	1.1902	1.0000	-	-	8,089,767	9,628,650
13	17	1.1784	1.0000	-	-	8,090,704	9,534,421
14	16	1.1668	1.0000	-	-	3,634,539	4,240,684
15	15	1.1552	1.0000	-	-	3,257,919	3,763,618
16	14	1.1438	1.0000	-	-	3,259,053	3,727,652
17	13	1.1325	1.0000	-	-	2,899,409	3,283,462
18	12	1.1212	1.0000	-	-	2,899,409	3,250,953
19	11	1.1101	1.0000	-	-	2,899,409	3,218,765
20	10	1.0992	1.0000	-	-	2,899,409	3,186,896
21	9	1.0883	1.0000	-	-	2,239,290	2,436,954
22	8	1.0775	1.0000	-	-	2,239,290	2,412,826
23	7	1.0668	1.0000	-	-	2,239,290	2,388,937
24	6	1.0563	1.0000	-	-	1,541,947	1,628,705
25	5	1.0458	1.0000	-	-	1,541,947	1,612,579
26	4	1.0355	1.0000	-	-	1,541,947	1,596,613
27	3	1.0252	1.0000	-	-	796,399	816,468
28	2	1.0151	1.0000	-	-	796,399	808,385
29	1	1.0050	1.0000	-	-	796,399	800,381
				<u>37,616</u>			<u>\$ 81,973,922</u>

Annual Interest Rate: 1.00%

Total Escalated Expense for Entire Period \$ 81,973,922

Total Escalated Vehicle Miles 37,616

Maximum Assessable Impact Fee for Roadway Service Area A \$ 2,179

City of Leander - 2022 Roadway Impact Fee Study

Impact Fee Project Funding

Appendix E - Impact Fee Calculation Assumptions

Service Area A

Impact Fee Project Name ⁽¹⁾	Project Cost	Cost In	Impact Fee	Debt Funded ⁽²⁾		Non-Debt	Impact Fee
		Service Area ⁽¹⁾	Recoverable Cost ⁽¹⁾	Existing	Proposed	Funded ⁽²⁾	Recoverable Cost
From 1,125' S OF CR 281 To 1,635' S OF CR 280	\$ 6,600,000	\$ 3,300,000	\$ 2,348,966	\$ -	\$ 2,348,966	\$ -	\$ 2,348,966
From LIVE OAK RD To 1,635 S OF CR 280	10,300,000	10,300,000	7,331,621	-	7,331,621	-	7,331,621
From 1,635' S OF CR 280 To 75' N OF BAGDAD RD	2,100,000	1,050,000	747,398	-	747,398	-	747,398
From 480' N OF OLD 2243 WEST To OLD 2243 WEST	1,000,000	1,000,000	711,808	-	711,808	-	711,808
From 1300' N OF CR 281 To CR 281	500,000	250,000	177,952	-	177,952	-	177,952
From CR 281 To 930' NW OF W SAN GABRIEL PKWY	9,364,238	9,364,238	6,665,538	3,960,668	2,704,870	-	6,665,538
From 930' NW OF W SAN GABRIEL PKWY To 380' NW OF W SAN GABRIEL PKWY	274,724	137,362	97,775	53,189	44,586	-	97,775
From 380' NW OF W SAN GABRIEL PKWY To HERO WAY	7,864,238	7,864,238	5,597,827	3,960,668	1,637,158	-	5,597,827
From US 183A To HERO WAY	3,400,000	1,700,000	1,210,073	-	1,210,073	-	1,210,073
From 1,725' W OF LAKELINE BLVD To 530' E OF LAKELINE BLVD	2,700,000	2,700,000	1,921,881	-	1,921,881	-	1,921,881
From 1,965 W OF BAGDAD RD To BAGDAD RD	2,500,000	2,500,000	1,779,520	-	1,779,520	-	1,779,520
From HALSEY DR To 1,295' W OF W BROADE ST	2,000,000	2,000,000	1,423,616	-	1,423,616	-	1,423,616
From 1,295' W OF W BROADE ST To 460' E OF W BROADE ST	1,000,000	500,000	355,904	-	355,904	-	355,904
From 460' W OF W BROADE ST To W BROADE ST	600,000	600,000	427,085	-	427,085	-	427,085
From LAKELINE BLVD To 1,760' E OF LAKELINE BLVD	2,600,000	1,300,000	925,350	-	925,350	-	925,350
From 1,760' W OF LAKELINE BLVD To 1,400' W OF BAGDAD RD	5,800,000	5,800,000	4,128,486	-	4,128,486	-	4,128,486
From 1,400' W OF BAGDAD RD To 165' W OF BAGDAD RD	1,900,000	950,000	676,218	-	676,218	-	676,218
From BAGDAD RD To N US 183	9,500,000	9,500,000	6,762,175	-	6,762,175	-	6,762,175
From SAN GABRIEL PKWY To 1,100' E OF SAN GABRIEL PKWY	1,900,000	950,000	676,218	-	676,218	-	676,218
From 1,100' E OF SAN GABRIEL PKWY To 900' W OF LAKELINE BLVD	11,100,000	5,550,000	3,950,534	-	3,950,534	-	3,950,534
From LAKELINE BLVD To US 183	22,757,707	11,378,854	8,099,558	4,480,544	3,619,014	-	8,099,558
From LAKELINE BLVD To WESTERN CITY LIMITS	9,900,000	9,900,000	7,046,898	-	7,046,898	-	7,046,898
From LAKELINE BLVD To 2240' E OF LAKELINE BLVD	3,100,000	1,550,000	1,103,302	-	1,103,302	-	1,103,302
From BAGDAD RD To 1725' W OF BAGDAD RD	2,000,000	2,000,000	1,423,616	-	1,423,616	-	1,423,616
US 183 and Hero Way	298,750	74,688	49,652	-	49,652	-	49,652
City of Leander Signal Upgrades	2,000,000	400,000	265,920	-	265,920	-	265,920
Roadway Impact Fee Study	92,000	23,000	23,000	-	-	23,000	23,000
Total	\$ 123,151,657	\$ 92,642,379	\$ 65,927,891	\$ 12,455,070	\$ 53,449,822	\$ 23,000	\$ 65,927,891

(1) Table 4: 10-Year Roadway Impact Fee CIP with Conceptual Level Cost Projections

(2) Per discussions with City staff and City files

City of Leander - 2022 Roadway Impact Fee Study

Credit Determination

Appendix E - Impact Fee Calculation Assumptions

Service Area A

<u>Year</u>	<u>Eligible Debt Service⁽¹⁾</u>	<u>Annual Vehicle Miles</u>	<u>Eligible Debt Service per Vehicle Mile</u>	<u>Annual Growth in Vehicle Miles (Cumulative)</u>	<u>Credit for Annual Ad Valorem Rate Revenues</u>
1	\$ 1,785,552	109,162	\$ 16.36	2,961	\$ 48,436
2	1,784,069	112,123	15.91	5,922	94,236
3	1,785,590	115,085	15.52	8,884	137,834
4	2,676,546	118,046	22.67	11,845	268,569
5	2,677,100	121,007	22.12	14,806	327,564
6	2,676,452	123,968	21.59	17,767	383,594
7	3,631,194	126,930	28.61	20,729	593,003
8	3,631,165	129,891	27.96	23,690	662,261
9	3,630,792	132,852	27.33	26,651	728,363
10	4,648,800	135,813	34.23	29,612	1,013,609
11	4,650,294	135,813	34.24	29,612	1,013,935
12	4,649,342	135,813	34.23	29,612	1,013,728
13	4,650,541	135,813	34.24	29,612	1,013,989
14	4,647,966	135,813	34.22	29,612	1,013,427
15	4,166,332	135,813	30.68	29,612	908,414
16	4,167,784	135,813	30.69	29,612	908,730
17	3,707,858	135,813	27.30	29,612	808,449
18	3,707,858	135,813	27.30	29,612	808,449
19	3,707,858	135,813	27.30	29,612	808,449
20	3,707,858	135,813	27.30	29,612	808,449
21	2,863,677	135,813	21.09	29,612	624,387
22	2,863,677	135,813	21.09	29,612	624,387
23	2,863,677	135,813	21.09	29,612	624,387
24	1,971,892	135,813	14.52	29,612	429,945
25	1,971,892	135,813	14.52	29,612	429,945
26	1,971,892	135,813	14.52	29,612	429,945
27	1,018,461	135,813	7.50	29,612	222,062
28	1,018,461	135,813	7.50	29,612	222,062
29	1,018,461	135,813	7.50	29,612	222,062
Total	\$ 88,253,041				\$ 17,192,671

2021 Vehicle Miles (All Service Areas) ⁽²⁾ 106,201

Ten Year Growth in Vehicle Miles (Service Area A) ⁽³⁾ 29,612

Annual Growth in Vehicle Miles $\frac{29,612}{10 \text{ years}} = 2,961$

Credit Amount \$ 17,192,671

(1) Appendix E - Service Area A, Page 3

(2) Per Kimley-Horn Impact Fee Study

(3) Derived from Table 1: Residential and Employment 10-Year Growth Projections

City of Leander - 2022 Roadway Impact Fee Study

Impact Fee Calculation Assumptions

Appendix E - Impact Fee Calculation Assumptions

Service Area B

I. General Assumptions

Annual Interest Rate on Deposits ⁽¹⁾	1.00%
Annual Vehicle Mile Growth ⁽²⁾	2,851
Portion of Projects Funded by Existing Debt ⁽³⁾	\$ -
Non-debt Funded Project Cost ⁽⁴⁾	23,000
New Project Cost Funded Through New Debt ⁽⁵⁾	24,051,712
Total Recoverable Project Cost ⁽⁶⁾	\$ 24,074,712

II. New Debt Issues Assumptions

<u>Year</u>	<u>Principal ⁽⁷⁾</u>	<u>Interest ⁽⁸⁾</u>	<u>Term</u>
1	\$ 6,012,928	2.34%	20
2	-	2.53%	20
3	-	2.73%	20
4	6,012,928	2.92%	20
5	-	3.16%	20
6	-	3.41%	20
7	6,012,928	3.66%	20
8	-	3.90%	20
9	-	4.15%	20
10	6,012,928	4.40%	20
Total	\$ 24,051,712		

III. Capital Expenditure Assumptions

<u>Year</u>	<u>Annual Capital Expenditures ⁽⁹⁾</u>
1	\$ 2,300
2	2,006,609
3	2,006,609
4	2,006,609
5	2,006,609
6	2,006,609
7	2,006,609
8	2,006,609
9	2,006,609
10	2,006,609
11	2,004,309
12	2,004,309
13	2,004,309
Total	24,074,712

- (1) Texpool 5-year average per City Staff
- (2) Derived from Table 1: Residential and Employment 10-Year Growth Projections
- (3) Per Kimley-Horn discussions with City Staff and City files
- (4) This assumes 0% of new project costs funded through sources other than debt, unless specified otherwise
- (5) This assumes 100% of new project costs funded through new debt issues, unless specified otherwise
- (6) Table 4: 10-Year Roadway Impact Fee CIP with Conceptual Level Cost Projections
- (7) Assumes new debt issued in equal amounts every 3 years, per City Staff
- (8) Estimated interest on future debt from City's Financial Advisor December 2021
- (9) Assumes new debt proceeds expended over a 3-year timeframe
- Non-debt funded capital expenditures allocated per discussions with City Staff

City of Leander - 2022 Roadway Impact Fee Study

Appendix E - Impact Fee Calculation Assumptions

Debt Service and Expense Summary

Service Area B

I. New Debt Service Detail

<u>Year</u>	<u>Series 1</u>	<u>Series 2</u>	<u>Series 3</u>	<u>Series 4</u>	<u>Series 5</u>	<u>Series 6</u>	<u>Series 7</u>	<u>Series 8</u>	<u>Series 9</u>	<u>Series 10</u>	<u>Total Annual New Debt Service</u>
1	\$ 379,870	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 379,870
2	379,870	-	-	-	-	-	-	-	-	-	379,870
3	379,870	-	-	-	-	-	-	-	-	-	379,870
4	379,870	-	-	401,291	-	-	-	-	-	-	781,162
5	379,870	-	-	401,291	-	-	-	-	-	-	781,162
6	379,870	-	-	401,291	-	-	-	-	-	-	781,162
7	379,870	-	-	401,291	-	-	429,031	-	-	-	1,210,193
8	379,870	-	-	401,291	-	-	429,031	-	-	-	1,210,193
9	379,870	-	-	401,291	-	-	429,031	-	-	-	1,210,193
10	379,870	-	-	401,291	-	-	429,031	-	-	458,294	1,668,487
11	379,870	-	-	401,291	-	-	429,031	-	-	458,294	1,668,487
12	379,870	-	-	401,291	-	-	429,031	-	-	458,294	1,668,487
13	379,870	-	-	401,291	-	-	429,031	-	-	458,294	1,668,487
14	379,870	-	-	401,291	-	-	429,031	-	-	458,294	1,668,487
15	379,870	-	-	401,291	-	-	429,031	-	-	458,294	1,668,487
16	379,870	-	-	401,291	-	-	429,031	-	-	458,294	1,668,487
17	379,870	-	-	401,291	-	-	429,031	-	-	458,294	1,668,487
18	379,870	-	-	401,291	-	-	429,031	-	-	458,294	1,668,487
19	379,870	-	-	401,291	-	-	429,031	-	-	458,294	1,668,487
20	379,870	-	-	401,291	-	-	429,031	-	-	458,294	1,668,487
21	-	-	-	401,291	-	-	429,031	-	-	458,294	1,288,617
22	-	-	-	401,291	-	-	429,031	-	-	458,294	1,288,617
23	-	-	-	401,291	-	-	429,031	-	-	458,294	1,288,617
24	-	-	-	-	-	-	429,031	-	-	458,294	887,325
25	-	-	-	-	-	-	429,031	-	-	458,294	887,325
26	-	-	-	-	-	-	429,031	-	-	458,294	887,325
27	-	-	-	-	-	-	-	-	-	458,294	458,294
28	-	-	-	-	-	-	-	-	-	458,294	458,294
29	-	-	-	-	-	-	-	-	-	458,294	458,294
	\$ 7,597,409	\$ -	\$ -	\$ 8,025,829	\$ -	\$ -	\$ 8,580,629	\$ -	\$ -	\$ 9,165,877	\$ 33,369,744

City of Leander - 2022 Roadway Impact Fee Study

Appendix E - Impact Fee Calculation Assumptions

Debt Service and Expense Summary

Service Area B

II. Summary of Annual Expenses

<u>Year</u>	<u>New Annual Debt Service⁽¹⁾</u>	<u>Annual Capital Expenditures⁽²⁾</u>	<u>Annual Bond Proceeds⁽²⁾</u>	<u>Existing Annual Debt Service⁽³⁾</u>	<u>Annual Credit⁽⁴⁾</u>	<u>Total Expense</u>
1	\$ 379,870	\$ 2,300	\$ (6,012,928)	\$ -	\$ (9,932)	\$ (5,640,690)
2	379,870	2,006,609	-	-	(19,358)	2,367,122
3	379,870	2,006,609	-	-	(28,315)	2,358,164
4	781,162	2,006,609	(6,012,928)	-	(75,754)	(3,300,911)
5	781,162	2,006,609	-	-	(92,451)	2,695,320
6	781,162	2,006,609	-	-	(108,376)	2,679,395
7	1,210,193	2,006,609	(6,012,928)	-	(191,455)	(2,987,581)
8	1,210,193	2,006,609	-	-	(213,970)	3,002,832
9	1,210,193	2,006,609	-	-	(235,512)	2,981,291
10	1,668,487	2,006,609	(6,012,928)	-	(353,140)	(2,690,972)
11	1,668,487	2,004,309	-	-	(353,140)	3,319,656
12	1,668,487	2,004,309	-	-	(353,140)	3,319,656
13	1,668,487	2,004,309	-	-	(353,140)	3,319,656
14	1,668,487	-	-	-	(353,140)	1,315,347
15	1,668,487	-	-	-	(353,140)	1,315,347
16	1,668,487	-	-	-	(353,140)	1,315,347
17	1,668,487	-	-	-	(353,140)	1,315,347
18	1,668,487	-	-	-	(353,140)	1,315,347
19	1,668,487	-	-	-	(353,140)	1,315,347
20	1,668,487	-	-	-	(353,140)	1,315,347
21	1,288,617	-	-	-	(272,740)	1,015,877
22	1,288,617	-	-	-	(272,740)	1,015,877
23	1,288,617	-	-	-	(272,740)	1,015,877
24	887,325	-	-	-	(187,805)	699,520
25	887,325	-	-	-	(187,805)	699,520
26	887,325	-	-	-	(187,805)	699,520
27	458,294	-	-	-	(96,999)	361,295
28	458,294	-	-	-	(96,999)	361,295
29	458,294	-	-	-	(96,999)	361,295
	\$ 33,369,744	\$ 24,074,712	\$ (24,051,712)	\$ -	\$ (6,532,301)	\$ 26,860,443

(1) Appendix E - Service Area A, Page 2

(2) Appendix E - Service Area A, Page 1

(3) Eligible outstanding debt funded projects as a percent of total principal times original annual debt service

(4) Appendix E - Service Area A, Page 7

City of Leander - 2022 Roadway Impact Fee Study

Revenue Test

Appendix E - Impact Fee Calculation Assumptions

Service Area B

<u>Year</u>	<u>Impact Fee</u>	<u>Vehicle Miles</u>	<u>Impact Fee Revenue</u>	<u>Annual Expenses</u>	<u>Sub-Total</u>	<u>Accumulated Interest</u>	<u>Estimated Fund Balance</u>
Initial							\$ -
1	\$ 842	2,851	\$ 2,400,625	\$ (5,640,690)	\$ 8,041,314	\$ 40,207	8,081,521
2	842	2,851	2,400,625	2,367,122	33,503	80,983	8,196,006
3	842	2,851	2,400,625	2,358,164	42,460	82,172	8,320,638
4	842	2,851	2,400,625	(3,300,911)	5,701,536	111,714	14,133,888
5	842	2,851	2,400,625	2,695,320	(294,695)	139,865	13,979,058
6	842	2,851	2,400,625	2,679,395	(278,770)	138,397	13,838,685
7	842	2,851	2,400,625	(2,987,581)	5,388,205	165,328	19,392,218
8	842	2,851	2,400,625	3,002,832	(602,208)	190,911	18,980,921
9	842	2,851	2,400,625	2,981,291	(580,666)	186,906	18,587,161
10	842	2,851	2,400,625	(2,690,972)	5,091,596	211,330	23,890,087
11	-	-	-	3,319,656	(3,319,656)	222,303	20,792,733
12	-	-	-	3,319,656	(3,319,656)	191,329	17,664,406
13	-	-	-	3,319,656	(3,319,656)	160,046	14,504,796
14	-	-	-	1,315,347	(1,315,347)	138,471	13,327,920
15	-	-	-	1,315,347	(1,315,347)	126,702	12,139,276
16	-	-	-	1,315,347	(1,315,347)	114,816	10,938,745
17	-	-	-	1,315,347	(1,315,347)	102,811	9,726,209
18	-	-	-	1,315,347	(1,315,347)	90,685	8,501,548
19	-	-	-	1,315,347	(1,315,347)	78,439	7,264,639
20	-	-	-	1,315,347	(1,315,347)	66,070	6,015,362
21	-	-	-	1,015,877	(1,015,877)	55,074	5,054,559
22	-	-	-	1,015,877	(1,015,877)	45,466	4,084,149
23	-	-	-	1,015,877	(1,015,877)	35,762	3,104,034
24	-	-	-	699,520	(699,520)	27,543	2,432,056
25	-	-	-	699,520	(699,520)	20,823	1,753,359
26	-	-	-	699,520	(699,520)	14,036	1,067,875
27	-	-	-	361,295	(361,295)	8,872	715,452
28	-	-	-	361,295	(361,295)	5,348	359,506
29	-	-	-	361,295	(361,295)	1,789	-
			\$ 24,006,246	\$ 26,860,443		\$ 2,854,197	

City of Leander - 2022 Roadway Impact Fee Study

Impact Fee Calculation

Appendix E - Impact Fee Calculation Assumptions

Service Area B

<u>Year</u>	<u>Number of Years to End of Period</u>	<u>Future Value Escalation</u>		<u>Annual Vehicle Miles</u>		<u>Annual Expense</u>	
		<u>Interest Rate Factor</u>	<u>Recovery Fee Factor</u>				
1	29	1.3279	1.0000	2,851	3,786	\$ (5,640,690)	\$ (7,490,257)
2	28	1.3147	1.0000	2,851	3,749	2,367,122	3,112,173
3	27	1.3017	1.0000	2,851	3,712	2,358,164	3,069,700
4	26	1.2888	1.0000	2,851	3,675	(3,300,911)	(4,254,360)
5	25	1.2761	1.0000	2,851	3,638	2,695,320	3,439,453
6	24	1.2634	1.0000	2,851	3,602	2,679,395	3,385,278
7	23	1.2509	1.0000	2,851	3,567	(2,987,581)	(3,737,283)
8	22	1.2386	1.0000	2,851	3,531	3,002,832	3,719,170
9	21	1.2263	1.0000	2,851	3,496	2,981,291	3,655,930
10	20	1.2141	1.0000	2,851	3,462	(2,690,972)	(3,267,242)
11	19	1.2021	1.0000	-	-	3,319,656	3,990,652
12	18	1.1902	1.0000	-	-	3,319,656	3,951,141
13	17	1.1784	1.0000	-	-	3,319,656	3,912,021
14	16	1.1668	1.0000	-	-	1,315,347	1,534,712
15	15	1.1552	1.0000	-	-	1,315,347	1,519,517
16	14	1.1438	1.0000	-	-	1,315,347	1,504,472
17	13	1.1325	1.0000	-	-	1,315,347	1,489,577
18	12	1.1212	1.0000	-	-	1,315,347	1,474,828
19	11	1.1101	1.0000	-	-	1,315,347	1,460,226
20	10	1.0992	1.0000	-	-	1,315,347	1,445,768
21	9	1.0883	1.0000	-	-	1,015,877	1,105,550
22	8	1.0775	1.0000	-	-	1,015,877	1,094,604
23	7	1.0668	1.0000	-	-	1,015,877	1,083,766
24	6	1.0563	1.0000	-	-	699,520	738,879
25	5	1.0458	1.0000	-	-	699,520	731,563
26	4	1.0355	1.0000	-	-	699,520	724,320
27	3	1.0252	1.0000	-	-	361,295	370,399
28	2	1.0151	1.0000	-	-	361,295	366,732
29	1	1.0050	1.0000	-	-	361,295	363,101
				<u>36,219</u>			<u>\$ 30,494,390</u>

Annual Interest Rate: 1.00%

Total Escalated Expense for Entire Period \$ 30,494,390

Total Escalated Vehicle Miles 36,219

Maximum Assessable Impact Fee for Roadway Service Area B \$ 842

City of Leander - 2022 Roadway Impact Fee Study

Impact Fee Project Funding

Appendix E - Impact Fee Calculation Assumptions

Service Area B

Impact Fee Project Name ⁽¹⁾	Project Cost	Cost In Service Area ⁽¹⁾	Impact Fee Recoverable Cost ⁽¹⁾	Debt Funded ⁽²⁾		Non-Debt Funded ⁽²⁾	Impact Fee Recoverable Cost
				Existing	Proposed		
From SH 29 To 875' SW OF SH 29	\$ 1,800,000	\$ 1,800,000	\$ 1,496,856	\$ -	\$ 1,496,856	\$ -	\$ 1,496,856
From N US 183 To 965' E OF N US 183	1,200,000	1,200,000	997,904	-	997,904	-	997,904
From 825' S OF ORCHARD DR To PVT RD 918	4,000,000	2,000,000	1,663,174	-	1,663,174	-	1,663,174
From 300' S OF NORWOOD DR To 250' N OF SAN GABRIEL PKWY	1,900,000	950,000	790,008	-	790,008	-	790,008
From 250' N OF SAN GABRIEL PKWY To SAN GABRIEL PKWY	400,000	400,000	332,635	-	332,635	-	332,635
From 190' S OF SAN GABRIEL PKWY To 410' S OF SAN GABRIEL PKWY	200,000	100,000	83,159	-	83,159	-	83,159
From 410' S OF SAN GABRIEL PKWY To 680' S OF SAN GABRIEL PKWY	400,000	400,000	332,635	-	332,635	-	332,635
From 680' S OF SAN GABRIEL PKWY To 1,500' S OF SAN GABRIEL PKWY	1,000,000	500,000	415,793	-	415,793	-	415,793
From 2,400' N OF HERO WAY To 1,990' N OF HERO WAY	500,000	500,000	415,793	-	415,793	-	415,793
From 1,990' N OF HERO WAY To 1,550' N OF HERO WAY	500,000	250,000	207,897	-	207,897	-	207,897
From 1,550' N OF HERO WAY To 405' N OF HERO WAY	1,400,000	1,400,000	1,164,222	-	1,164,222	-	1,164,222
From 405' N OF HERO WAY To HERO WAY	500,000	500,000	415,793	-	415,793	-	415,793
From SAN GABRIEL PKWY To HERO WAY	5,000,000	5,000,000	4,157,935	-	4,157,935	-	4,157,935
From CR 270 To 1,415' E of CR 270	2,700,000	1,350,000	1,122,642	-	1,122,642	-	1,122,642
From 1,415' E of CR 270 To 375' W of Logan Del Way	3,200,000	3,200,000	2,661,078	-	2,661,078	-	2,661,078
From 865' W of Ronald Reagan Blvd To Ronald Reagan Blvd	1,500,000	1,500,000	1,247,380	-	1,247,380	-	1,247,380
From US 183 To RM 2243	13,900,000	6,950,000	5,779,529	-	5,779,529	-	5,779,529
City of Leander Signal Upgrades	2,000,000	400,000	306,911	-	306,911	-	306,911
San Gabriel Pkwy and Ronald Reagan Blvd	400,000	400,000	306,911	-	306,911	-	306,911
Hero Way and Ronald Reagan Blvd	400,000	200,000	153,456	-	153,456	-	153,456
Roadway Impact Fee Study	92,000	23,000	23,000	-	-	23,000	23,000
Total	\$ 42,992,000	\$ 29,023,000	\$ 24,074,712	\$ -	\$ 24,051,712	\$ 23,000	\$ 24,074,712

(1) Table 4: 10-Year Roadway Impact Fee CIP with Conceptual Level Cost Projections

(2) Per discussions with City staff and City files

City of Leander - 2022 Roadway Impact Fee Study

Credit Determination

Appendix E - Impact Fee Calculation Assumptions

Service Area B

<u>Year</u>	<u>Eligible Debt Service⁽¹⁾</u>	<u>Annual Vehicle Miles</u>	<u>Eligible Debt Service per Vehicle Mile</u>	<u>Annual Growth in Vehicle Miles (Cumulative)</u>	<u>Credit for Annual Ad Valorem Rate Revenues</u>
1	\$ 379,870	109,052	\$ 3.48	2,851	\$ 9,932
2	379,870	111,904	3.39	5,703	19,358
3	379,870	114,755	3.31	8,554	28,315
4	781,162	117,606	6.64	11,405	75,754
5	781,162	120,457	6.48	14,256	92,451
6	781,162	123,309	6.34	17,108	108,376
7	1,210,193	126,160	9.59	19,959	191,455
8	1,210,193	129,011	9.38	22,810	213,970
9	1,210,193	131,862	9.18	25,661	235,512
10	1,668,487	134,714	12.39	28,513	353,140
11	1,668,487	134,714	12.39	28,513	353,140
12	1,668,487	134,714	12.39	28,513	353,140
13	1,668,487	134,714	12.39	28,513	353,140
14	1,668,487	134,714	12.39	28,513	353,140
15	1,668,487	134,714	12.39	28,513	353,140
16	1,668,487	134,714	12.39	28,513	353,140
17	1,668,487	134,714	12.39	28,513	353,140
18	1,668,487	134,714	12.39	28,513	353,140
19	1,668,487	134,714	12.39	28,513	353,140
20	1,668,487	134,714	12.39	28,513	353,140
21	1,288,617	134,714	9.57	28,513	272,740
22	1,288,617	134,714	9.57	28,513	272,740
23	1,288,617	134,714	9.57	28,513	272,740
24	887,325	134,714	6.59	28,513	187,805
25	887,325	134,714	6.59	28,513	187,805
26	887,325	134,714	6.59	28,513	187,805
27	458,294	134,714	3.40	28,513	96,999
28	458,294	134,714	3.40	28,513	96,999
29	458,294	134,714	3.40	28,513	96,999
Total	\$ 33,369,744				\$ 6,532,301

2021 Vehicle Miles (All Service Areas) ⁽²⁾ 106,201

Ten Year Growth in Vehicle Miles (Service Area B) ⁽³⁾ 28,513

Annual Growth in Vehicle Miles 10 years
2,851

Credit Amount \$ **6,532,301**

(1) Appendix E - Service Area A, Page 3

(2) Per Kimley-Horn Impact Fee Study

(3) Derived from Table 1: Residential and Employment 10-Year Growth Projections

City of Leander - 2022 Roadway Impact Fee Study

Impact Fee Calculation Assumptions

Appendix E - Impact Fee Calculation Assumptions

Service Area C

I. General Assumptions

Annual Interest Rate on Deposits ⁽¹⁾	1.00%
Annual Vehicle Mile Growth ⁽²⁾	2,839
Portion of Projects Funded by Existing Debt ⁽³⁾	\$ 4,838,133
Non-debt Funded Project Cost ⁽⁴⁾	23,000
New Project Cost Funded Through New Debt ⁽⁵⁾	21,779,886
Total Recoverable Project Cost ⁽⁶⁾	\$ 26,641,019

II. New Debt Issues Assumptions

<u>Year</u>	<u>Principal ⁽⁷⁾</u>	<u>Interest ⁽⁸⁾</u>	<u>Term</u>
1	\$ 5,444,972	2.34%	20
2	-	2.53%	20
3	-	2.73%	20
4	5,444,972	2.92%	20
5	-	3.16%	20
6	-	3.41%	20
7	5,444,972	3.66%	20
8	-	3.90%	20
9	-	4.15%	20
10	5,444,972	4.40%	20
Total	\$ 21,779,886		

III. Capital Expenditure Assumptions

<u>Year</u>	<u>Annual Capital Expenditures ⁽⁹⁾</u>
1	\$ 2,300
2	1,817,291
3	1,817,291
4	1,817,291
5	1,817,291
6	1,817,291
7	1,817,291
8	1,817,291
9	1,817,291
10	1,817,291
11	1,814,991
12	1,814,991
13	1,814,991
Total	21,802,886

- (1) Texpool 5-year average per City Staff
- (2) Derived from Table 1: Residential and Employment 10-Year Growth Projections
- (3) Per Kimley-Horn discussions with City Staff and City files
- (4) This assumes 0% of new project costs funded through sources other than debt, unless specified otherwise
- (5) This assumes 100% of new project costs funded through new debt issues, unless specified otherwise
- (6) Table 4: 10-Year Roadway Impact Fee CIP with Conceptual Level Cost Projections
- (7) Assumes new debt issued in equal amounts every 3 years, per City Staff
- (8) Estimated interest on future debt from City's Financial Advisor December 2021
- (9) Assumes new debt proceeds expended over a 3-year timeframe
Non-debt funded capital expenditures allocated per discussions with City Staff

City of Leander - 2022 Roadway Impact Fee Study

Appendix E - Impact Fee Calculation Assumptions

Debt Service and Expense Summary

Service Area C

I. New Debt Service Detail

<u>Year</u>	<u>Series 1</u>	<u>Series 2</u>	<u>Series 3</u>	<u>Series 4</u>	<u>Series 5</u>	<u>Series 6</u>	<u>Series 7</u>	<u>Series 8</u>	<u>Series 9</u>	<u>Series 10</u>	<u>Total Annual New Debt Service</u>
1	\$ 343,989	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 343,989
2	343,989	-	-	-	-	-	-	-	-	-	343,989
3	343,989	-	-	-	-	-	-	-	-	-	343,989
4	343,989	-	-	363,387	-	-	-	-	-	-	707,377
5	343,989	-	-	363,387	-	-	-	-	-	-	707,377
6	343,989	-	-	363,387	-	-	-	-	-	-	707,377
7	343,989	-	-	363,387	-	-	388,507	-	-	-	1,095,883
8	343,989	-	-	363,387	-	-	388,507	-	-	-	1,095,883
9	343,989	-	-	363,387	-	-	388,507	-	-	-	1,095,883
10	343,989	-	-	363,387	-	-	388,507	-	-	415,005	1,510,889
11	343,989	-	-	363,387	-	-	388,507	-	-	415,005	1,510,889
12	343,989	-	-	363,387	-	-	388,507	-	-	415,005	1,510,889
13	343,989	-	-	363,387	-	-	388,507	-	-	415,005	1,510,889
14	343,989	-	-	363,387	-	-	388,507	-	-	415,005	1,510,889
15	343,989	-	-	363,387	-	-	388,507	-	-	415,005	1,510,889
16	343,989	-	-	363,387	-	-	388,507	-	-	415,005	1,510,889
17	343,989	-	-	363,387	-	-	388,507	-	-	415,005	1,510,889
18	343,989	-	-	363,387	-	-	388,507	-	-	415,005	1,510,889
19	343,989	-	-	363,387	-	-	388,507	-	-	415,005	1,510,889
20	343,989	-	-	363,387	-	-	388,507	-	-	415,005	1,510,889
21	-	-	-	363,387	-	-	388,507	-	-	415,005	1,166,899
22	-	-	-	363,387	-	-	388,507	-	-	415,005	1,166,899
23	-	-	-	363,387	-	-	388,507	-	-	415,005	1,166,899
24	-	-	-	-	-	-	388,507	-	-	415,005	803,512
25	-	-	-	-	-	-	388,507	-	-	415,005	803,512
26	-	-	-	-	-	-	388,507	-	-	415,005	803,512
27	-	-	-	-	-	-	-	-	-	415,005	415,005
28	-	-	-	-	-	-	-	-	-	415,005	415,005
29	-	-	-	-	-	-	-	-	-	415,005	415,005
	\$ 6,879,789	\$ -	\$ -	\$ 7,267,742	\$ -	\$ -	\$ 7,770,138	\$ -	\$ -	\$ 8,300,106	\$ 30,217,775

City of Leander - 2022 Roadway Impact Fee Study

Appendix E - Impact Fee Calculation Assumptions

Debt Service and Expense Summary

Service Area C

II. Summary of Annual Expenses

<u>Year</u>	<u>New Annual Debt Service⁽¹⁾</u>	<u>Annual Capital Expenditures⁽²⁾</u>	<u>Annual Bond Proceeds⁽²⁾</u>	<u>Existing Annual Debt Service⁽³⁾</u>	<u>Annual Credit⁽⁴⁾</u>	<u>Total Expense</u>
1	\$ 343,989	\$ 2,300	\$ (5,444,972)	\$ 393,973	\$ (19,216)	\$ (4,723,925)
2	343,989	1,817,291	-	392,897	(37,403)	2,516,775
3	343,989	1,817,291	-	394,437	(54,830)	2,500,887
4	707,377	1,817,291	(5,444,972)	393,395	(106,347)	(2,633,256)
5	707,377	1,817,291	-	393,843	(129,852)	2,788,659
6	707,377	1,817,291	-	393,690	(152,211)	2,766,146
7	1,095,883	1,817,291	(5,444,972)	393,947	(234,868)	(2,372,718)
8	1,095,883	1,817,291	-	393,553	(262,439)	3,044,288
9	1,095,883	1,817,291	-	393,313	(288,835)	3,017,653
10	1,510,889	1,817,291	(5,444,972)	393,704	(401,788)	(2,124,877)
11	1,510,889	1,814,991	-	394,356	(401,926)	3,318,310
12	1,510,889	1,814,991	-	393,216	(401,685)	3,317,410
13	1,510,889	1,814,991	-	394,309	(401,916)	3,318,273
14	1,510,889	-	-	393,500	(401,745)	1,502,644
15	1,510,889	-	-	3,723	(319,519)	1,195,093
16	1,510,889	-	-	3,734	(319,521)	1,195,102
17	1,510,889	-	-	-	(318,733)	1,192,155
18	1,510,889	-	-	-	(318,733)	1,192,155
19	1,510,889	-	-	-	(318,733)	1,192,155
20	1,510,889	-	-	-	(318,733)	1,192,155
21	1,166,899	-	-	-	(246,166)	920,733
22	1,166,899	-	-	-	(246,166)	920,733
23	1,166,899	-	-	-	(246,166)	920,733
24	803,512	-	-	-	(169,507)	634,005
25	803,512	-	-	-	(169,507)	634,005
26	803,512	-	-	-	(169,507)	634,005
27	415,005	-	-	-	(87,548)	327,457
28	415,005	-	-	-	(87,548)	327,457
29	415,005	-	-	-	(87,548)	327,457
	\$ 30,217,775	\$ 21,802,886	\$ (21,779,886)	\$ 5,519,592	\$ (6,718,697)	\$ 29,041,670

(1) Appendix E - Service Area A, Page 2

(2) Appendix E - Service Area A, Page 1

(3) Eligible outstanding debt funded projects as a percent of total principal times original annual debt service

(4) Appendix E - Service Area A, Page 7

City of Leander - 2022 Roadway Impact Fee Study

Revenue Test

Appendix E - Impact Fee Calculation Assumptions

Service Area C

<u>Year</u>	<u>Impact Fee</u>	<u>Vehicle Miles</u>	<u>Impact Fee Revenue</u>	<u>Annual Expenses</u>	<u>Sub-Total</u>	<u>Accumulated Interest</u>	<u>Estimated Fund Balance</u>
Initial							\$ -
1	\$ 929	2,839	\$ 2,637,719	\$ (4,723,925)	\$ 7,361,644	\$ 36,808	7,398,452
2	929	2,839	2,637,719	2,516,775	120,944	74,589	7,593,986
3	929	2,839	2,637,719	2,500,887	136,832	76,624	7,807,442
4	929	2,839	2,637,719	(2,633,256)	5,270,975	104,429	13,182,847
5	929	2,839	2,637,719	2,788,659	(150,940)	131,074	13,162,981
6	929	2,839	2,637,719	2,766,146	(128,427)	130,988	13,165,541
7	929	2,839	2,637,719	(2,372,718)	5,010,437	156,708	18,332,686
8	929	2,839	2,637,719	3,044,288	(406,569)	181,294	18,107,411
9	929	2,839	2,637,719	3,017,653	(379,934)	179,174	17,906,651
10	929	2,839	2,637,719	(2,124,877)	4,762,595	202,879	22,872,126
11	-	-	-	3,318,310	(3,318,310)	212,130	19,765,946
12	-	-	-	3,317,410	(3,317,410)	181,072	16,629,609
13	-	-	-	3,318,273	(3,318,273)	149,705	13,461,041
14	-	-	-	1,502,644	(1,502,644)	127,097	12,085,494
15	-	-	-	1,195,093	(1,195,093)	114,879	11,005,281
16	-	-	-	1,195,102	(1,195,102)	104,077	9,914,256
17	-	-	-	1,192,155	(1,192,155)	93,182	8,815,282
18	-	-	-	1,192,155	(1,192,155)	82,192	7,705,319
19	-	-	-	1,192,155	(1,192,155)	71,092	6,584,256
20	-	-	-	1,192,155	(1,192,155)	59,882	5,451,982
21	-	-	-	920,733	(920,733)	49,916	4,581,165
22	-	-	-	920,733	(920,733)	41,208	3,701,640
23	-	-	-	920,733	(920,733)	32,413	2,813,319
24	-	-	-	634,005	(634,005)	24,963	2,204,277
25	-	-	-	634,005	(634,005)	18,873	1,589,145
26	-	-	-	634,005	(634,005)	12,721	967,861
27	-	-	-	327,457	(327,457)	8,041	648,445
28	-	-	-	327,457	(327,457)	4,847	325,836
29	-	-	-	327,457	(327,457)	1,621	-
			\$ 26,377,190	\$ 29,041,670		\$ 2,664,480	

City of Leander - 2022 Roadway Impact Fee Study

Impact Fee Calculation

Appendix E - Impact Fee Calculation Assumptions

Service Area C

<u>Year</u>	<u>Number of Years to End of Period</u>	<u>Future Value Escalation</u>		<u>Annual Vehicle Miles</u>		<u>Annual Expense</u>	
		<u>Interest Rate Factor</u>	<u>Recovery Fee Factor</u>				
1	29	1.3279	1.0000	2,839	3,770	\$ (4,723,925)	\$ (6,272,888)
2	28	1.3147	1.0000	2,839	3,733	2,516,775	3,308,929
3	27	1.3017	1.0000	2,839	3,696	2,500,887	3,255,486
4	26	1.2888	1.0000	2,839	3,660	(2,633,256)	(3,393,857)
5	25	1.2761	1.0000	2,839	3,623	2,788,659	3,558,561
6	24	1.2634	1.0000	2,839	3,587	2,766,146	3,494,884
7	23	1.2509	1.0000	2,839	3,552	(2,372,718)	(2,968,127)
8	22	1.2386	1.0000	2,839	3,517	3,044,288	3,770,515
9	21	1.2263	1.0000	2,839	3,482	3,017,653	3,700,520
10	20	1.2141	1.0000	2,839	3,447	(2,124,877)	(2,579,918)
11	19	1.2021	1.0000	-	-	3,318,310	3,989,034
12	18	1.1902	1.0000	-	-	3,317,410	3,948,467
13	17	1.1784	1.0000	-	-	3,318,273	3,910,390
14	16	1.1668	1.0000	-	-	1,502,644	1,753,245
15	15	1.1552	1.0000	-	-	1,195,093	1,380,597
16	14	1.1438	1.0000	-	-	1,195,102	1,366,938
17	13	1.1325	1.0000	-	-	1,192,155	1,350,067
18	12	1.1212	1.0000	-	-	1,192,155	1,336,700
19	11	1.1101	1.0000	-	-	1,192,155	1,323,466
20	10	1.0992	1.0000	-	-	1,192,155	1,310,362
21	9	1.0883	1.0000	-	-	920,733	1,002,007
22	8	1.0775	1.0000	-	-	920,733	992,086
23	7	1.0668	1.0000	-	-	920,733	982,264
24	6	1.0563	1.0000	-	-	634,005	669,678
25	5	1.0458	1.0000	-	-	634,005	663,047
26	4	1.0355	1.0000	-	-	634,005	656,482
27	3	1.0252	1.0000	-	-	327,457	335,709
28	2	1.0151	1.0000	-	-	327,457	332,385
29	1	1.0050	1.0000	-	-	327,457	329,094
				<u>36,068</u>			<u>\$ 33,506,127</u>

Annual Interest Rate: 1.00%

Total Escalated Expense for Entire Period \$ 33,506,127

Total Escalated Vehicle Miles 36,068

Maximum Assessable Impact Fee for Roadway Service Area C \$ 929

City of Leander - 2022 Roadway Impact Fee Study

Impact Fee Project Funding

Appendix E - Impact Fee Calculation Assumptions

Service Area C

Impact Fee Project Name ⁽¹⁾	Project Cost	Cost In Service Area ⁽¹⁾	Impact Fee Recoverable Cost ⁽¹⁾	Debt Funded ⁽²⁾		Non-Debt Funded ⁽²⁾	Impact Fee Recoverable Cost
				Existing	Proposed		
From TRAVISSO PKWY To 2,475' NW OF RM 1431	\$ 9,400,000	\$ 4,700,000	\$ 2,587,348	\$ -	\$ 2,587,348	\$ -	\$ 2,587,348
From HERO WAY To 2,815' SE OF HERO WAY	5,000,000	5,000,000	2,752,498	-	2,752,498	-	2,752,498
From 2,815' SE OF HERO WAY To 1,765' SE OF VISTA RIDGE	5,700,000	2,850,000	1,568,924	-	1,568,924	-	1,568,924
From 1,765' SE OF VISTA RIDGE To 550' NW OF STINNETT DR	1,300,000	1,300,000	715,650	-	715,650	-	715,650
From HERO WAY To 2,595' S OF HERO WAY	800,000	800,000	440,400	-	440,400	-	440,400
From 2,595' S OF HERO WAY To 475' N OF VISTA RIDGE DR	100,000	50,000	27,525	-	27,525	-	27,525
From 475' N OF VISTA RIDGE DR To 2,065' S OF OSAGE DR	3,900,000	3,900,000	2,146,949	-	2,146,949	-	2,146,949
From W SOUTH ST To 870' N OF SONNY DR	3,200,000	3,200,000	1,761,599	-	1,761,599	-	1,761,599
From HERO WAY To 195' S OF OSAGE DR	4,500,000	2,250,000	1,238,624	-	1,238,624	-	1,238,624
From WEST DR To US 183	1,200,000	1,200,000	660,600	-	660,600	-	660,600
From CANTINA SKY To FIRST VIEW	500,000	500,000	275,250	-	275,250	-	275,250
From 315' E OF PAINTED SKY BEND To BAGDAD RD	500,000	500,000	275,250	-	275,250	-	275,250
From 1,100' E OF SAN GABRIEL PKWY To 900' W OF LAKELINE BLVD	11,100,000	5,550,000	3,055,273	-	3,055,273	-	3,055,273
From LAKELINE BLVD To US 183	22,757,707	11,378,854	6,264,055	3,465,173	2,798,882	-	6,264,055
From Nothern Hills To S West Dr	2,494,024	2,494,024	1,372,959	1,372,959	-	-	1,372,959
Hero Way and US 183	298,750	74,688	29,765	-	29,765	-	29,765
City of Leander Signal Upgrades	2,000,000	400,000	159,410	-	159,410	-	159,410
Crystal Falls Pkwy and US 183	355,000	177,500	70,738	-	70,738	-	70,738
W South St and US 183	194,000	97,000	38,657	-	38,657	-	38,657
Crystal Falls Pkwy and Lakeline Blvd	472,250	472,250	188,203	-	188,203	-	188,203
W South St and West Dr	1,200,000	1,200,000	478,230	-	478,230	-	478,230
E Crystal Falls Pkwy and S West St	400,000	400,000	159,410	-	159,410	-	159,410
Sonny Dr and Lakeline Blvd	400,000	400,000	159,410	-	159,410	-	159,410
Sonny Dr and Bagdad Rd	400,000	400,000	159,410	-	159,410	-	159,410
RM 1431 and Travisso Pkwy	400,000	80,000	31,882	-	31,882	-	31,882
Roadway Impact Fee Study	92,000	23,000	23,000	-	-	23,000	23,000
Total	\$ 78,663,731	\$ 49,397,315	\$ 26,641,019	\$ 4,838,133	\$ 21,779,886	\$ 23,000	\$ 26,641,019

(1) Table 4: 10-Year Roadway Impact Fee CIP with Conceptual Level Cost Projections

(2) Per discussions with City staff and City files

City of Leander - 2022 Roadway Impact Fee Study

Credit Determination

Appendix E - Impact Fee Calculation Assumptions

Service Area C

<u>Year</u>	<u>Eligible Debt Service⁽¹⁾</u>	<u>Annual Vehicle Miles</u>	<u>Eligible Debt Service per Vehicle Mile</u>	<u>Annual Growth in Vehicle Miles (Cumulative)</u>	<u>Credit for Annual Ad Valorem Rate Revenues</u>
1	\$ 737,963	109,040	\$ 6.77	2,839	\$ 19,216
2	736,887	111,880	6.59	5,679	37,403
3	738,426	114,719	6.44	8,518	54,830
4	1,100,772	117,559	9.36	11,358	106,347
5	1,101,220	120,398	9.15	14,197	129,852
6	1,101,067	123,237	8.93	17,036	152,211
7	1,489,831	126,077	11.82	19,876	234,868
8	1,489,436	128,916	11.55	22,715	262,439
9	1,489,197	131,755	11.30	25,554	288,835
10	1,904,593	134,595	14.15	28,394	401,788
11	1,905,245	134,595	14.16	28,394	401,926
12	1,904,104	134,595	14.15	28,394	401,685
13	1,905,198	134,595	14.16	28,394	401,916
14	1,904,389	134,595	14.15	28,394	401,745
15	1,514,611	134,595	11.25	28,394	319,519
16	1,514,623	134,595	11.25	28,394	319,521
17	1,510,889	134,595	11.23	28,394	318,733
18	1,510,889	134,595	11.23	28,394	318,733
19	1,510,889	134,595	11.23	28,394	318,733
20	1,510,889	134,595	11.23	28,394	318,733
21	1,166,899	134,595	8.67	28,394	246,166
22	1,166,899	134,595	8.67	28,394	246,166
23	1,166,899	134,595	8.67	28,394	246,166
24	803,512	134,595	5.97	28,394	169,507
25	803,512	134,595	5.97	28,394	169,507
26	803,512	134,595	5.97	28,394	169,507
27	415,005	134,595	3.08	28,394	87,548
28	415,005	134,595	3.08	28,394	87,548
29	415,005	134,595	3.08	28,394	87,548
Total	\$ 35,737,367				\$ 6,718,697

2021 Vehicle Miles (All Service Areas) ⁽²⁾ 106,201

Ten Year Growth in Vehicle Miles (Service Area C) ⁽³⁾ 28,394

Annual Growth in Vehicle Miles 10 years
2,839

Credit Amount \$ **6,718,697**

(1) Appendix E - Service Area A, Page 3

(2) Per Kimley-Horn Impact Fee Study

(3) Derived from Table 1: Residential and Employment 10-Year Growth Projections

City of Leander - 2022 Roadway Impact Fee Study

Impact Fee Calculation Assumptions

Appendix E - Impact Fee Calculation Assumptions

Service Area D

I. General Assumptions

Annual Interest Rate on Deposits ⁽¹⁾	1.00%
Annual Vehicle Mile Growth ⁽²⁾	5,548
Portion of Projects Funded by Existing Debt ⁽³⁾	\$ 5,223,058
Non-debt Funded Project Cost ⁽⁴⁾	23,000
New Project Cost Funded Through New Debt ⁽⁵⁾	75,319,298
Total Recoverable Project Cost ⁽⁶⁾	\$ 80,565,356

II. New Debt Issues Assumptions

<u>Year</u>	<u>Principal</u> ⁽⁷⁾	<u>Interest</u> ⁽⁸⁾	<u>Term</u>
1	\$ 18,829,825	2.34%	20
2	-	2.53%	20
3	-	2.73%	20
4	18,829,825	2.92%	20
5	-	3.16%	20
6	-	3.41%	20
7	18,829,825	3.66%	20
8	-	3.90%	20
9	-	4.15%	20
10	18,829,825	4.40%	20
Total	\$ 75,319,298		

III. Capital Expenditure Assumptions

<u>Year</u>	<u>Annual Capital Expenditures</u> ⁽⁹⁾
1	\$ 2,300
2	6,278,908
3	6,278,908
4	6,278,908
5	6,278,908
6	6,278,908
7	6,278,908
8	6,278,908
9	6,278,908
10	6,278,908
11	6,276,608
12	6,276,608
13	6,276,608
Total	75,342,298

- (1) Texpool 5-year average per City Staff
- (2) Derived from Table 1: Residential and Employment 10-Year Growth Projections
- (3) Per Kimley-Horn discussions with City Staff and City files
- (4) This assumes 0% of new project costs funded through sources other than debt, unless specified otherwise
- (5) This assumes 100% of new project costs funded through new debt issues, unless specified otherwise
- (6) Table 4: 10-Year Roadway Impact Fee CIP with Conceptual Level Cost Projections
- (7) Assumes new debt issued in equal amounts every 3 years, per City Staff
- (8) Estimated interest on future debt from City's Financial Advisor December 2021
- (9) Assumes new debt proceeds expended over a 3-year timeframe
- Non-debt funded capital expenditures allocated per discussions with City Staff

City of Leander - 2022 Roadway Impact Fee Study

Appendix E - Impact Fee Calculation Assumptions

Debt Service and Expense Summary

Service Area D

I. New Debt Service Detail

<u>Year</u>	<u>Series 1</u>	<u>Series 2</u>	<u>Series 3</u>	<u>Series 4</u>	<u>Series 5</u>	<u>Series 6</u>	<u>Series 7</u>	<u>Series 8</u>	<u>Series 9</u>	<u>Series 10</u>	<u>Total Annual New Debt Service</u>
1	\$ 1,189,586	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,189,586
2	1,189,586	-	-	-	-	-	-	-	-	-	1,189,586
3	1,189,586	-	-	-	-	-	-	-	-	-	1,189,586
4	1,189,586	-	-	1,256,667	-	-	-	-	-	-	2,446,253
5	1,189,586	-	-	1,256,667	-	-	-	-	-	-	2,446,253
6	1,189,586	-	-	1,256,667	-	-	-	-	-	-	2,446,253
7	1,189,586	-	-	1,256,667	-	-	1,343,536	-	-	-	3,789,789
8	1,189,586	-	-	1,256,667	-	-	1,343,536	-	-	-	3,789,789
9	1,189,586	-	-	1,256,667	-	-	1,343,536	-	-	-	3,789,789
10	1,189,586	-	-	1,256,667	-	-	1,343,536	-	-	1,435,173	5,224,962
11	1,189,586	-	-	1,256,667	-	-	1,343,536	-	-	1,435,173	5,224,962
12	1,189,586	-	-	1,256,667	-	-	1,343,536	-	-	1,435,173	5,224,962
13	1,189,586	-	-	1,256,667	-	-	1,343,536	-	-	1,435,173	5,224,962
14	1,189,586	-	-	1,256,667	-	-	1,343,536	-	-	1,435,173	5,224,962
15	1,189,586	-	-	1,256,667	-	-	1,343,536	-	-	1,435,173	5,224,962
16	1,189,586	-	-	1,256,667	-	-	1,343,536	-	-	1,435,173	5,224,962
17	1,189,586	-	-	1,256,667	-	-	1,343,536	-	-	1,435,173	5,224,962
18	1,189,586	-	-	1,256,667	-	-	1,343,536	-	-	1,435,173	5,224,962
19	1,189,586	-	-	1,256,667	-	-	1,343,536	-	-	1,435,173	5,224,962
20	1,189,586	-	-	1,256,667	-	-	1,343,536	-	-	1,435,173	5,224,962
21	-	-	-	1,256,667	-	-	1,343,536	-	-	1,435,173	4,035,376
22	-	-	-	1,256,667	-	-	1,343,536	-	-	1,435,173	4,035,376
23	-	-	-	1,256,667	-	-	1,343,536	-	-	1,435,173	4,035,376
24	-	-	-	-	-	-	1,343,536	-	-	1,435,173	2,778,709
25	-	-	-	-	-	-	1,343,536	-	-	1,435,173	2,778,709
26	-	-	-	-	-	-	1,343,536	-	-	1,435,173	2,778,709
27	-	-	-	-	-	-	-	-	-	1,435,173	1,435,173
28	-	-	-	-	-	-	-	-	-	1,435,173	1,435,173
29	-	-	-	-	-	-	-	-	-	1,435,173	1,435,173
	\$ 23,791,717	\$ -	\$ -	\$ 25,133,337	\$ -	\$ -	\$ 26,870,726	\$ -	\$ -	\$ 28,703,461	\$104,499,242

City of Leander - 2022 Roadway Impact Fee Study

Appendix E - Impact Fee Calculation Assumptions

Debt Service and Expense Summary

Service Area D

II. Summary of Annual Expenses

<u>Year</u>	<u>New Annual Debt Service⁽¹⁾</u>	<u>Annual Capital Expenditures⁽²⁾</u>	<u>Annual Bond Proceeds⁽²⁾</u>	<u>Existing Annual Debt Service⁽³⁾</u>	<u>Annual Credit⁽⁴⁾</u>	<u>Total Expense</u>
1	\$ 1,189,586	\$ 2,300	\$ (18,829,825)	\$ 397,890	\$ (78,809)	\$ (17,318,858)
2	1,189,586	6,278,908	-	397,507	(150,127)	7,715,874
3	1,189,586	6,278,908	-	397,844	(215,066)	7,651,272
4	2,446,253	6,278,908	(18,829,825)	397,872	(491,566)	(10,198,358)
5	2,446,253	6,278,908	-	397,892	(589,012)	8,534,041
6	2,446,253	6,278,908	-	397,613	(678,636)	8,444,138
7	3,789,789	6,278,908	(18,829,825)	398,256	(1,121,367)	(9,484,239)
8	3,789,789	6,278,908	-	398,148	(1,234,316)	9,232,529
9	3,789,789	6,278,908	-	397,938	(1,339,198)	9,127,437
10	5,224,962	6,278,908	(18,829,825)	393,743	(1,927,953)	(8,860,165)
11	5,224,962	6,276,608	-	393,848	(1,927,989)	9,967,429
12	5,224,962	6,276,608	-	393,879	(1,928,000)	9,967,450
13	5,224,962	6,276,608	-	393,293	(1,927,799)	9,967,064
14	5,224,962	-	-	393,248	(1,927,783)	3,690,426
15	5,224,962	-	-	383,876	(1,924,568)	3,684,271
16	5,224,962	-	-	383,599	(1,924,473)	3,684,089
17	5,224,962	-	-	332,713	(1,907,012)	3,650,663
18	5,224,962	-	-	-	(1,792,848)	3,432,114
19	5,224,962	-	-	-	(1,792,848)	3,432,114
20	5,224,962	-	-	-	(1,792,848)	3,432,114
21	4,035,376	-	-	-	(1,384,664)	2,650,712
22	4,035,376	-	-	-	(1,384,664)	2,650,712
23	4,035,376	-	-	-	(1,384,664)	2,650,712
24	2,778,709	-	-	-	(953,462)	1,825,247
25	2,778,709	-	-	-	(953,462)	1,825,247
26	2,778,709	-	-	-	(953,462)	1,825,247
27	1,435,173	-	-	-	(492,453)	942,720
28	1,435,173	-	-	-	(492,453)	942,720
29	1,435,173	-	-	-	(492,453)	942,720
	\$ 104,499,242	\$ 75,342,298	\$ (75,319,298)	\$ 6,649,158	\$ (35,163,954)	\$ 76,007,446

(1) Appendix E - Service Area A, Page 2

(2) Appendix E - Service Area A, Page 1

(3) Eligible outstanding debt funded projects as a percent of total principal times original annual debt service

(4) Appendix E - Service Area A, Page 7

City of Leander - 2022 Roadway Impact Fee Study

Revenue Test

Appendix E - Impact Fee Calculation Assumptions

Service Area D

<u>Year</u>	<u>Impact Fee</u>	<u>Vehicle Miles</u>	<u>Impact Fee Revenue</u>	<u>Annual Expenses</u>	<u>Sub-Total</u>	<u>Accumulated Interest</u>	<u>Estimated Fund Balance</u>
Initial							\$ -
1	\$ 1,229	5,548	\$ 6,819,498	\$ (17,318,858)	\$ 24,138,356	\$ 120,692	24,259,048
2	1,229	5,548	6,819,498	7,715,874	(896,376)	238,109	23,600,780
3	1,229	5,548	6,819,498	7,651,272	(831,774)	231,849	23,000,855
4	1,229	5,548	6,819,498	(10,198,358)	17,017,856	315,098	40,333,809
5	1,229	5,548	6,819,498	8,534,041	(1,714,543)	394,765	39,014,031
6	1,229	5,548	6,819,498	8,444,138	(1,624,640)	382,017	37,771,408
7	1,229	5,548	6,819,498	(9,484,239)	16,303,737	459,233	54,534,378
8	1,229	5,548	6,819,498	9,232,529	(2,413,031)	533,279	52,654,625
9	1,229	5,548	6,819,498	9,127,437	(2,307,939)	515,007	50,861,693
10	1,229	5,548	6,819,498	(8,860,165)	15,679,663	587,015	67,128,371
11	-	-	-	9,967,429	(9,967,429)	621,447	57,782,389
12	-	-	-	9,967,450	(9,967,450)	527,987	48,342,926
13	-	-	-	9,967,064	(9,967,064)	433,594	38,809,456
14	-	-	-	3,690,426	(3,690,426)	369,642	35,488,672
15	-	-	-	3,684,271	(3,684,271)	336,465	32,140,867
16	-	-	-	3,684,089	(3,684,089)	302,988	28,759,766
17	-	-	-	3,650,663	(3,650,663)	269,344	25,378,448
18	-	-	-	3,432,114	(3,432,114)	236,624	22,182,958
19	-	-	-	3,432,114	(3,432,114)	204,669	18,955,512
20	-	-	-	3,432,114	(3,432,114)	172,395	15,695,793
21	-	-	-	2,650,712	(2,650,712)	143,704	13,188,785
22	-	-	-	2,650,712	(2,650,712)	118,634	10,656,706
23	-	-	-	2,650,712	(2,650,712)	93,314	8,099,307
24	-	-	-	1,825,247	(1,825,247)	71,867	6,345,927
25	-	-	-	1,825,247	(1,825,247)	54,333	4,575,013
26	-	-	-	1,825,247	(1,825,247)	36,624	2,786,389
27	-	-	-	942,720	(942,720)	23,150	1,866,819
28	-	-	-	942,720	(942,720)	13,955	938,053
29	-	-	-	942,720	(942,720)	4,667	-
			\$ 68,194,980	\$ 76,007,446		\$ 7,812,465	

City of Leander - 2022 Roadway Impact Fee Study

Impact Fee Calculation

Appendix E - Impact Fee Calculation Assumptions

Service Area D

<u>Year</u>	<u>Number of Years to End of Period</u>	<u>Future Value Escalation</u>		<u>Annual Vehicle Miles</u>		<u>Annual Expense</u>	
		<u>Interest Rate Factor</u>	<u>Recovery Fee Factor</u>				
1	29	1.3279	1.0000	5,548	7,367	\$ (17,318,858)	\$ (22,997,667)
2	28	1.3147	1.0000	5,548	7,294	7,715,874	10,144,445
3	27	1.3017	1.0000	5,548	7,222	7,651,272	9,959,910
4	26	1.2888	1.0000	5,548	7,150	(10,198,358)	(13,144,094)
5	25	1.2761	1.0000	5,548	7,079	8,534,041	10,890,148
6	24	1.2634	1.0000	5,548	7,009	8,444,138	10,668,736
7	23	1.2509	1.0000	5,548	6,940	(9,484,239)	(11,864,208)
8	22	1.2386	1.0000	5,548	6,871	9,232,529	11,434,985
9	21	1.2263	1.0000	5,548	6,803	9,127,437	11,192,894
10	20	1.2141	1.0000	5,548	6,736	(8,860,165)	(10,757,565)
11	19	1.2021	1.0000	-	-	9,967,429	11,982,128
12	18	1.1902	1.0000	-	-	9,967,450	11,863,517
13	17	1.1784	1.0000	-	-	9,967,064	11,745,602
14	16	1.1668	1.0000	-	-	3,690,426	4,305,893
15	15	1.1552	1.0000	-	-	3,684,271	4,256,149
16	14	1.1438	1.0000	-	-	3,684,089	4,213,801
17	13	1.1325	1.0000	-	-	3,650,663	4,134,226
18	12	1.1212	1.0000	-	-	3,432,114	3,848,247
19	11	1.1101	1.0000	-	-	3,432,114	3,810,145
20	10	1.0992	1.0000	-	-	3,432,114	3,772,421
21	9	1.0883	1.0000	-	-	2,650,712	2,884,694
22	8	1.0775	1.0000	-	-	2,650,712	2,856,132
23	7	1.0668	1.0000	-	-	2,650,712	2,827,854
24	6	1.0563	1.0000	-	-	1,825,247	1,927,945
25	5	1.0458	1.0000	-	-	1,825,247	1,908,856
26	4	1.0355	1.0000	-	-	1,825,247	1,889,957
27	3	1.0252	1.0000	-	-	942,720	966,477
28	2	1.0151	1.0000	-	-	942,720	956,908
29	1	1.0050	1.0000	-	-	942,720	947,434
				<u>70,470</u>			<u>\$ 86,625,970</u>

Annual Interest Rate: 1.00%

Total Escalated Expense for Entire Period \$ 86,625,970

Total Escalated Vehicle Miles 70,470

Maximum Assessable Impact Fee for Roadway Service Area D \$ 1,229

City of Leander - 2022 Roadway Impact Fee Study

Impact Fee Project Funding

Appendix E - Impact Fee Calculation Assumptions

Service Area D

Impact Fee Project Name ⁽¹⁾	Project Cost	Cost In	Impact Fee	Debt Funded ⁽²⁾		Non-Debt	Impact Fee
		Service Area ⁽¹⁾	Recoverable Cost ⁽¹⁾	Existing	Proposed	Funded ⁽²⁾	Recoverable Cost
From HAZLEWOOD ST To CRYSTAL FALLS DR	\$ 5,300,000	\$ 5,300,000	\$ 2,661,772	\$ -	\$ 2,661,772	\$ -	\$ 2,661,772
From RM 2243 To CRYSTAL FALLS PKWY	14,300,000	14,300,000	7,181,761	-	7,181,761	-	7,181,761
From HERO WAY To RM 2243	4,700,000	4,700,000	2,360,439	-	2,360,439	-	2,360,439
From RM 2243 To 1,235' S OF RM 2243	3,200,000	3,200,000	1,607,107	-	1,607,107	-	1,607,107
From RM 2243 To 1,265' SE OF RM 2243	1,680,000	840,000	421,866	-	421,866	-	421,866
From 1,265' SE OF RM 2243 To 2,315' SE OF RM 2243	1,680,000	1,680,000	843,731	-	843,731	-	843,731
From 2,315' SE OF RM 2243 To 3,040' SE OF RM 2243	960,000	480,000	241,066	-	241,066	-	241,066
From 1,855' NW OF WHISPER LN To 40' NW OF CRYSTAL FALLS PKWY	6,720,000	3,360,000	1,687,463	-	1,687,463	-	1,687,463
From 1,400' SE OF CRYSTAL FALLS PKWY To 500' SE OF PARKSIDE PKWY	2,720,000	2,720,000	1,366,041	-	1,366,041	-	1,366,041
From 615' NW OF JOURNEY PKWY To JOURNEY PKWY	880,000	440,000	220,977	-	220,977	-	220,977
From N US 183 To CR 175	45,100,000	45,100,000	22,650,170	-	22,650,170	-	22,650,170
From CR 175 To HERO WAY	2,600,000	1,300,000	652,887	-	652,887	-	652,887
From 980' W OF N US 183 To N US 183	6,300,000	6,300,000	3,163,993	-	3,163,993	-	3,163,993
From RONALD REAGAN BLVD To 725' E OF RONALD REAGAN BLVD	1,400,000	1,400,000	703,109	-	703,109	-	703,109
From 1,405' E OF RONALD REAGAN BLVD To 2,185' E OF RONALD REAGAN BLVD	1,500,000	1,500,000	753,332	-	753,332	-	753,332
From 2,190' E OF RONALD REAGAN BLVD To 1,615' W OF CR 175	9,400,000	9,400,000	4,720,878	-	4,720,878	-	4,720,878
From 1,615' W OF CR 175 To 590' W OF CR 175	1,900,000	950,000	477,110	-	477,110	-	477,110
From 1,615' W OF CR 175 To 115' W OF CR 175	800,000	800,000	401,777	-	401,777	-	401,777
From RONALD REAGAN BLVD To 4,025' E OF RONALD REAGAN BLVD	6,700,000	6,700,000	3,364,881	-	3,364,881	-	3,364,881
From 4,025' E OF RONALD REAGAN BLVD To 4,700' E OF RONALD REAGAN BLVD	3,400,000	1,700,000	853,776	-	853,776	-	853,776
From 4,700' E OF RONALD REAGAN BLVD To 5,000' E OF RONALD REAGAN BLVD	1,200,000	1,200,000	602,665	-	602,665	-	602,665
From 2,575' W OF CR 175 To 1,875' W OF CR 175	500,000	250,000	125,555	-	125,555	-	125,555
From 1,875' W OF CR 175 To CR 175	3,200,000	3,200,000	1,607,107	-	1,607,107	-	1,607,107
From RM 2243 To Southern City Limits	4,200,000	4,200,000	2,109,328	-	2,109,328	-	2,109,328
From HERO WAY To 195' S OF OSAGE DR	4,500,000	2,250,000	1,129,997	-	1,129,997	-	1,129,997
From Hero Way To E South St	3,280,852	3,280,852	1,647,713	291,716	1,355,997	-	1,647,713
From E Evans St To E South St	1,100,000	1,100,000	552,443	-	552,443	-	552,443
From US 183A To Raider Way	4,909,533	4,909,533	2,465,671	2,465,671	-	-	2,465,671
From Woodview Dr To Crystal Falls Pkwy	4,909,533	4,909,533	2,465,671	2,465,671	-	-	2,465,671
From US 183 To RM 2243	13,900,000	6,950,000	3,490,436	-	3,490,436	-	3,490,436
Hero Way and US 183	298,750	74,688	57,818	-	57,818	-	57,818
City of Leander Signal Upgrades	2,000,000	400,000	309,653	-	309,653	-	309,653
Hero Way and Ronald Reagan Blvd	400,000	200,000	154,826	-	154,826	-	154,826
Crystal Falls Pkwy and US 183	355,000	177,500	137,408	-	137,408	-	137,408
W South St and US 183	194,000	97,000	75,091	-	75,091	-	75,091
RM 2243 and Ronald Reagan Blvd	5,000,000	5,000,000	3,870,657	-	3,870,657	-	3,870,657
E Woodview Dr and Raider Way	1,200,000	1,200,000	928,958	-	928,958	-	928,958
E Crystal Falls Pkwy and Raider Way	1,200,000	1,200,000	928,958	-	928,958	-	928,958
Journey Pkwy and CR 175	400,000	400,000	309,653	-	309,653	-	309,653
Sonny Dr and Leander Dr	400,000	400,000	309,653	-	309,653	-	309,653
Hazelwood St and Horizon Park Blvd	1,200,000	1,200,000	928,958	-	928,958	-	928,958
Roadway Impact Fee Study	92,000	23,000	23,000	-	-	23,000	23,000
Total	\$ 175,679,667	\$ 154,792,105	\$ 80,565,356	\$ 5,223,058	\$ 75,319,298	\$ 23,000	\$ 80,565,356

(1) Table 4: 10-Year Roadway Impact Fee CIP with Conceptual Level Cost Projections

(2) Per discussions with City staff and City files

City of Leander - 2022 Roadway Impact Fee Study

Credit Determination

Appendix E - Impact Fee Calculation Assumptions

Service Area D

<u>Year</u>	<u>Eligible Debt Service⁽¹⁾</u>	<u>Annual Vehicle Miles</u>	<u>Eligible Debt Service per Vehicle Mile</u>	<u>Annual Growth in Vehicle Miles (Cumulative)</u>	<u>Credit for Annual Ad Valorem Rate Revenues</u>
1	\$ 1,587,475	111,749	\$ 14.21	5,548	\$ 78,809
2	1,587,093	117,296	13.53	11,095	150,127
3	1,587,430	122,844	12.92	16,643	215,066
4	2,844,125	128,392	22.15	22,191	491,566
5	2,844,145	133,939	21.23	27,738	589,012
6	2,843,866	139,487	20.39	33,286	678,636
7	4,188,045	145,035	28.88	38,834	1,121,367
8	4,187,937	150,582	27.81	44,381	1,234,316
9	4,187,727	156,130	26.82	49,929	1,339,198
10	5,618,705	161,678	34.75	55,477	1,927,953
11	5,618,810	161,678	34.75	55,477	1,927,989
12	5,618,842	161,678	34.75	55,477	1,928,000
13	5,618,255	161,678	34.75	55,477	1,927,799
14	5,618,210	161,678	34.75	55,477	1,927,783
15	5,608,838	161,678	34.69	55,477	1,924,568
16	5,608,561	161,678	34.69	55,477	1,924,473
17	5,557,675	161,678	34.38	55,477	1,907,012
18	5,224,962	161,678	32.32	55,477	1,792,848
19	5,224,962	161,678	32.32	55,477	1,792,848
20	5,224,962	161,678	32.32	55,477	1,792,848
21	4,035,376	161,678	24.96	55,477	1,384,664
22	4,035,376	161,678	24.96	55,477	1,384,664
23	4,035,376	161,678	24.96	55,477	1,384,664
24	2,778,709	161,678	17.19	55,477	953,462
25	2,778,709	161,678	17.19	55,477	953,462
26	2,778,709	161,678	17.19	55,477	953,462
27	1,435,173	161,678	8.88	55,477	492,453
28	1,435,173	161,678	8.88	55,477	492,453
29	1,435,173	161,678	8.88	55,477	492,453
Total	\$ 111,148,400				\$ 35,163,954

2021 Vehicle Miles (All Service Areas) ⁽²⁾ 106,201

Ten Year Growth in Vehicle Miles (Service Area D) ⁽³⁾ 55,477

Annual Growth in Vehicle Miles 10 years
5,548

Credit Amount \$ 35,163,954

(1) Appendix E - Service Area A, Page 3

(2) Per Kimley-Horn Impact Fee Study

(3) Derived from Table 1: Residential and Employment 10-Year Growth Projections

City of Leander - 2022 Roadway Impact Fee Study

Impact Fee Calculation Assumptions

Appendix E - Impact Fee Calculation Assumptions

Service Area E

I. General Assumptions

Annual Interest Rate on Deposits ⁽¹⁾	1.00%
Annual Vehicle Mile Growth ⁽²⁾	2,993
Portion of Projects Funded by Existing Debt ⁽³⁾	\$ 1,198,561
Non-debt Funded Project Cost ⁽⁴⁾	23,000
New Project Cost Funded Through New Debt ⁽⁵⁾	7,755,465
Total Recoverable Project Cost ⁽⁶⁾	\$ 8,977,025

II. New Debt Issues Assumptions

<u>Year</u>	<u>Principal ⁽⁷⁾</u>	<u>Interest ⁽⁸⁾</u>	<u>Term</u>
1	\$ 1,938,866	2.34%	20
2	-	2.53%	20
3	-	2.73%	20
4	1,938,866	2.92%	20
5	-	3.16%	20
6	-	3.41%	20
7	1,938,866	3.66%	20
8	-	3.90%	20
9	-	4.15%	20
10	1,938,866	4.40%	20
Total	\$ 7,755,465		

III. Capital Expenditure Assumptions

<u>Year</u>	<u>Annual Capital Expenditures ⁽⁹⁾</u>
1	\$ 2,300
2	648,589
3	648,589
4	648,589
5	648,589
6	648,589
7	648,589
8	648,589
9	648,589
10	648,589
11	646,289
12	646,289
13	646,289
Total	7,778,465

- (1) Texpool 5-year average per City Staff
- (2) Derived from Table 1: Residential and Employment 10-Year Growth Projections
- (3) Per Kimley-Horn discussions with City Staff and City files
- (4) This assumes 0% of new project costs funded through sources other than debt, unless specified otherwise
- (5) This assumes 100% of new project costs funded through new debt issues, unless specified otherwise
- (6) Table 4: 10-Year Roadway Impact Fee CIP with Conceptual Level Cost Projections
- (7) Assumes new debt issued in equal amounts every 3 years, per City Staff
- (8) Estimated interest on future debt from City's Financial Advisor December 2021
- (9) Assumes new debt proceeds expended over a 3-year timeframe
- Non-debt funded capital expenditures allocated per discussions with City Staff

City of Leander - 2022 Roadway Impact Fee Study

Appendix E - Impact Fee Calculation Assumptions

Debt Service and Expense Summary

Service Area E

I. New Debt Service Detail

<u>Year</u>	<u>Series 1</u>	<u>Series 2</u>	<u>Series 3</u>	<u>Series 4</u>	<u>Series 5</u>	<u>Series 6</u>	<u>Series 7</u>	<u>Series 8</u>	<u>Series 9</u>	<u>Series 10</u>	<u>Total Annual New Debt Service</u>
1	\$ 122,489	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 122,489
2	122,489	-	-	-	-	-	-	-	-	-	122,489
3	122,489	-	-	-	-	-	-	-	-	-	122,489
4	122,489	-	-	129,396	-	-	-	-	-	-	251,885
5	122,489	-	-	129,396	-	-	-	-	-	-	251,885
6	122,489	-	-	129,396	-	-	-	-	-	-	251,885
7	122,489	-	-	129,396	-	-	138,341	-	-	-	390,226
8	122,489	-	-	129,396	-	-	138,341	-	-	-	390,226
9	122,489	-	-	129,396	-	-	138,341	-	-	-	390,226
10	122,489	-	-	129,396	-	-	138,341	-	-	147,777	538,003
11	122,489	-	-	129,396	-	-	138,341	-	-	147,777	538,003
12	122,489	-	-	129,396	-	-	138,341	-	-	147,777	538,003
13	122,489	-	-	129,396	-	-	138,341	-	-	147,777	538,003
14	122,489	-	-	129,396	-	-	138,341	-	-	147,777	538,003
15	122,489	-	-	129,396	-	-	138,341	-	-	147,777	538,003
16	122,489	-	-	129,396	-	-	138,341	-	-	147,777	538,003
17	122,489	-	-	129,396	-	-	138,341	-	-	147,777	538,003
18	122,489	-	-	129,396	-	-	138,341	-	-	147,777	538,003
19	122,489	-	-	129,396	-	-	138,341	-	-	147,777	538,003
20	122,489	-	-	129,396	-	-	138,341	-	-	147,777	538,003
21	-	-	-	129,396	-	-	138,341	-	-	147,777	415,514
22	-	-	-	129,396	-	-	138,341	-	-	147,777	415,514
23	-	-	-	129,396	-	-	138,341	-	-	147,777	415,514
24	-	-	-	-	-	-	138,341	-	-	147,777	286,118
25	-	-	-	-	-	-	138,341	-	-	147,777	286,118
26	-	-	-	-	-	-	138,341	-	-	147,777	286,118
27	-	-	-	-	-	-	-	-	-	147,777	147,777
28	-	-	-	-	-	-	-	-	-	147,777	147,777
29	-	-	-	-	-	-	-	-	-	147,777	147,777
	\$ 2,449,781	\$ -	\$ -	\$ 2,587,925	\$ -	\$ -	\$ 2,766,820	\$ -	\$ -	\$ 2,955,533	\$ 10,760,060

City of Leander - 2022 Roadway Impact Fee Study

Appendix E - Impact Fee Calculation Assumptions

Debt Service and Expense Summary

Service Area E

II. Summary of Annual Expenses

<u>Year</u>	<u>New Annual Debt Service⁽¹⁾</u>	<u>Annual Capital Expenditures⁽²⁾</u>	<u>Annual Bond Proceeds⁽²⁾</u>	<u>Existing Annual Debt Service⁽³⁾</u>	<u>Annual Credit⁽⁴⁾</u>	<u>Total Expense</u>
1	\$ 122,489	\$ 2,300	\$ (1,938,866)	\$ 72,630	\$ (5,349)	\$ (1,746,796)
2	122,489	648,589	-	72,704	(10,416)	833,366
3	122,489	648,589	-	73,070	(15,246)	828,901
4	251,885	648,589	(1,938,866)	72,512	(32,867)	(998,746)
5	251,885	648,589	-	72,525	(40,070)	932,929
6	251,885	648,589	-	72,772	(46,960)	926,286
7	390,226	648,589	(1,938,866)	72,624	(76,269)	(903,696)
8	390,226	648,589	-	72,711	(85,176)	1,026,350
9	390,226	648,589	-	72,711	(93,669)	1,017,857
10	538,003	648,589	(1,938,866)	66,744	(132,968)	(818,499)
11	538,003	646,289	-	66,496	(132,914)	1,117,874
12	538,003	646,289	-	66,756	(132,971)	1,118,077
13	538,003	646,289	-	66,631	(132,943)	1,117,979
14	538,003	-	-	66,750	(132,970)	471,784
15	538,003	-	-	66,636	(132,944)	471,694
16	538,003	-	-	66,461	(132,906)	471,558
17	538,003	-	-	-	(118,293)	419,710
18	538,003	-	-	-	(118,293)	419,710
19	538,003	-	-	-	(118,293)	419,710
20	538,003	-	-	-	(118,293)	419,710
21	415,514	-	-	-	(91,361)	324,153
22	415,514	-	-	-	(91,361)	324,153
23	415,514	-	-	-	(91,361)	324,153
24	286,118	-	-	-	(62,910)	223,208
25	286,118	-	-	-	(62,910)	223,208
26	286,118	-	-	-	(62,910)	223,208
27	147,777	-	-	-	(32,492)	115,284
28	147,777	-	-	-	(32,492)	115,284
29	147,777	-	-	-	(32,492)	115,284
	\$ 10,760,060	\$ 7,778,465	\$ (7,755,465)	\$ 1,120,733	\$ (2,370,097)	\$ 9,533,697

(1) Appendix E - Service Area A, Page 2

(2) Appendix E - Service Area A, Page 1

(3) Eligible outstanding debt funded projects as a percent of total principal times original annual debt service

(4) Appendix E - Service Area A, Page 7

City of Leander - 2022 Roadway Impact Fee Study

Revenue Test

Appendix E - Impact Fee Calculation Assumptions

Service Area E

<u>Year</u>	<u>Impact Fee</u>	<u>Vehicle Miles</u>	<u>Impact Fee Revenue</u>	<u>Annual Expenses</u>	<u>Sub-Total</u>	<u>Accumulated Interest</u>	<u>Estimated Fund Balance</u>
Initial							\$ -
1	\$ 287	2,993	\$ 859,900	\$ (1,746,796)	\$ 2,606,695	\$ 13,033	2,619,729
2	287	2,993	859,900	833,366	26,533	26,330	2,672,592
3	287	2,993	859,900	828,901	30,998	26,881	2,730,471
4	287	2,993	859,900	(998,746)	1,858,646	36,598	4,625,715
5	287	2,993	859,900	932,929	(73,029)	45,892	4,598,578
6	287	2,993	859,900	926,286	(66,386)	45,654	4,577,845
7	287	2,993	859,900	(903,696)	1,763,596	54,596	6,396,038
8	287	2,993	859,900	1,026,350	(166,450)	63,128	6,292,716
9	287	2,993	859,900	1,017,857	(157,957)	62,137	6,196,896
10	287	2,993	859,900	(818,499)	1,678,398	70,361	7,945,655
11	-	-	-	1,117,874	(1,117,874)	73,867	6,901,648
12	-	-	-	1,118,077	(1,118,077)	63,426	5,846,997
13	-	-	-	1,117,979	(1,117,979)	52,880	4,781,897
14	-	-	-	471,784	(471,784)	45,460	4,355,574
15	-	-	-	471,694	(471,694)	41,197	3,925,077
16	-	-	-	471,558	(471,558)	36,893	3,490,412
17	-	-	-	419,710	(419,710)	32,806	3,103,507
18	-	-	-	419,710	(419,710)	28,937	2,712,734
19	-	-	-	419,710	(419,710)	25,029	2,318,052
20	-	-	-	419,710	(419,710)	21,082	1,919,424
21	-	-	-	324,153	(324,153)	17,573	1,612,844
22	-	-	-	324,153	(324,153)	14,508	1,303,199
23	-	-	-	324,153	(324,153)	11,411	990,457
24	-	-	-	223,208	(223,208)	8,789	776,038
25	-	-	-	223,208	(223,208)	6,644	559,474
26	-	-	-	223,208	(223,208)	4,479	340,745
27	-	-	-	115,284	(115,284)	2,831	228,292
28	-	-	-	115,284	(115,284)	1,706	114,714
29	-	-	-	115,284	(115,284)	571	-
			\$ 8,598,997	\$ 9,533,697		\$ 934,700	

City of Leander - 2022 Roadway Impact Fee Study

Impact Fee Calculation

Appendix E - Impact Fee Calculation Assumptions

Service Area E

<u>Year</u>	<u>Number of Years to End of Period</u>	<u>Future Value Escalation</u>		<u>Annual Vehicle Miles</u>		<u>Annual Expense</u>	
		<u>Interest Rate Factor</u>	<u>Recovery Fee Factor</u>	<u>Actual</u>	<u>Escalated</u>	<u>Actual</u>	<u>Escalated</u>
1	29	1.3279	1.0000	2,993	3,975	\$ (1,746,796)	\$ (2,319,565)
2	28	1.3147	1.0000	2,993	3,935	833,366	1,095,668
3	27	1.3017	1.0000	2,993	3,896	828,901	1,079,008
4	26	1.2888	1.0000	2,993	3,858	(998,746)	(1,287,228)
5	25	1.2761	1.0000	2,993	3,820	932,929	1,190,495
6	24	1.2634	1.0000	2,993	3,782	926,286	1,170,315
7	23	1.2509	1.0000	2,993	3,744	(903,696)	(1,130,469)
8	22	1.2386	1.0000	2,993	3,707	1,026,350	1,271,189
9	21	1.2263	1.0000	2,993	3,671	1,017,857	1,248,189
10	20	1.2141	1.0000	2,993	3,634	(818,499)	(993,780)
11	19	1.2021	1.0000	-	-	1,117,874	1,343,828
12	18	1.1902	1.0000	-	-	1,118,077	1,330,765
13	17	1.1784	1.0000	-	-	1,117,979	1,317,473
14	16	1.1668	1.0000	-	-	471,784	550,465
15	15	1.1552	1.0000	-	-	471,694	544,912
16	14	1.1438	1.0000	-	-	471,558	539,360
17	13	1.1325	1.0000	-	-	419,710	475,305
18	12	1.1212	1.0000	-	-	419,710	470,599
19	11	1.1101	1.0000	-	-	419,710	465,939
20	10	1.0992	1.0000	-	-	419,710	461,326
21	9	1.0883	1.0000	-	-	324,153	352,767
22	8	1.0775	1.0000	-	-	324,153	349,274
23	7	1.0668	1.0000	-	-	324,153	345,816
24	6	1.0563	1.0000	-	-	223,208	235,767
25	5	1.0458	1.0000	-	-	223,208	233,432
26	4	1.0355	1.0000	-	-	223,208	231,121
27	3	1.0252	1.0000	-	-	115,284	118,190
28	2	1.0151	1.0000	-	-	115,284	117,019
29	1	1.0050	1.0000	-	-	115,284	115,861
					38,022		\$ 10,923,040

Annual Interest Rate: 1.00%

Total Escalated Expense for Entire Period \$ 10,923,040

Total Escalated Vehicle Miles 38,022

Maximum Assessable Impact Fee for Roadway Service Area E \$ 287

City of Leander - 2022 Roadway Impact Fee Study

Impact Fee Project Funding

Appendix E - Impact Fee Calculation Assumptions

Service Area E

<u>Impact Fee Project Name⁽¹⁾</u>	<u>Cost In</u>		<u>Impact Fee</u>		<u>Debt Funded⁽²⁾</u>		<u>Non-Debt</u>		<u>Impact Fee</u>	
	<u>Project Cost</u>	<u>Service Area ⁽¹⁾</u>	<u>Recoverable Cost⁽¹⁾</u>		<u>Existing</u>	<u>Proposed</u>	<u>Funded⁽²⁾</u>		<u>Recoverable Cost</u>	
From 3,425' N OF S GABRIEL DR To HERO WAY	\$ 3,400,000	\$ 1,700,000	\$ 1,131,974	\$	-	\$ 1,131,974	\$	-	\$ 1,131,974	
From N US 183 To 183A TOLL RD	3,000,000	3,000,000	1,997,601		-	1,997,601		-	1,997,601	
From Leander Dr To Mel Mathis Ave	4,661,885	4,661,885	3,104,196		-	3,104,196		-	3,104,196	
From Main Street To US 183A	1,600,000	1,600,000	1,065,387		-	1,065,387		-	1,065,387	
From San Gabriel Pkwy To 1575' N of Hero Way	1,800,000	1,800,000	1,198,561		1,198,561	-		-	1,198,561	
Hero Way and US 183	298,750	74,688	71,795		-	71,795		-	71,795	
City of Leander Signal Upgrades	2,000,000	400,000	384,510		-	384,510		-	384,510	
Roadway Impact Fee Study	92,000	23,000	23,000		-	-		23,000	23,000	
Total	\$ 16,852,635	\$ 13,259,573	\$ 8,977,025	\$	1,198,561	\$ 7,755,465	\$	23,000	\$ 8,977,025	

(1) Table 4: 10-Year Roadway Impact Fee CIP with Conceptual Level Cost Projections

(2) Per discussions with City staff and City files

City of Leander - 2022 Roadway Impact Fee Study

Credit Determination

Appendix E - Impact Fee Calculation Assumptions

Service Area E

<u>Year</u>	<u>Eligible Debt Service⁽¹⁾</u>	<u>Annual Vehicle Miles</u>	<u>Eligible Debt Service per Vehicle Mile</u>	<u>Annual Growth in Vehicle Miles (Cumulative)</u>	<u>Credit for Annual Ad Valorem Rate Revenues</u>
1	\$ 195,119	109,194	\$ 1.79	2,993	\$ 5,349
2	195,193	112,187	1.74	5,986	10,416
3	195,559	115,181	1.70	8,980	15,246
4	324,398	118,174	2.75	11,973	32,867
5	324,410	121,167	2.68	14,966	40,070
6	324,658	124,160	2.61	17,959	46,960
7	462,850	127,154	3.64	20,953	76,269
8	462,937	130,147	3.56	23,946	85,176
9	462,937	133,140	3.48	26,939	93,669
10	604,747	136,133	4.44	29,932	132,968
11	604,499	136,133	4.44	29,932	132,914
12	604,759	136,133	4.44	29,932	132,971
13	604,634	136,133	4.44	29,932	132,943
14	604,753	136,133	4.44	29,932	132,970
15	604,639	136,133	4.44	29,932	132,944
16	604,464	136,133	4.44	29,932	132,906
17	538,003	136,133	3.95	29,932	118,293
18	538,003	136,133	3.95	29,932	118,293
19	538,003	136,133	3.95	29,932	118,293
20	538,003	136,133	3.95	29,932	118,293
21	415,514	136,133	3.05	29,932	91,361
22	415,514	136,133	3.05	29,932	91,361
23	415,514	136,133	3.05	29,932	91,361
24	286,118	136,133	2.10	29,932	62,910
25	286,118	136,133	2.10	29,932	62,910
26	286,118	136,133	2.10	29,932	62,910
27	147,777	136,133	1.09	29,932	32,492
28	147,777	136,133	1.09	29,932	32,492
29	147,777	136,133	1.09	29,932	32,492
Total	\$ 11,880,793				\$ 2,370,097

2021 Vehicle Miles (All Service Areas) ⁽²⁾ 106,201

Ten Year Growth in Vehicle Miles (Service Area E) ⁽³⁾ 29,932

Annual Growth in Vehicle Miles 10 years
2,993

Credit Amount \$ **2,370,097**

(1) Appendix E - Service Area A, Page 3

(2) Per Kimley-Horn Impact Fee Study

(3) Derived from Table 1: Residential and Employment 10-Year Growth Projections

City of
Leander

Service Areas

2022 Roadway Impact Fee Study

December 2023

00.512

Mile

Kimley»Horn

N

Service Areas

A

B

C

D

E

Thoroughfares

Future Thoroughfares

Local Roads

Railroad

Stream Centerline

FEMA 100-Year Flood Risk Zone

City of
Leander

City Limits Update

2022 Roadway Impact
Fee Study

December 2023

00.512

Mile

Kimley»Horn

N

- Thoroughfares
- Future Thoroughfares
- Local Roads
- Railroad
- Stream Centerline
- FEMA 100-Year Flood Risk Zone
- Old City Limits
- New City Limits



EXECUTIVE SUMMARY
1/4/2024

AGENDA SUBJECT:

Discuss and consider action on Ordinance Case OR-21-0004 and OR-21-0005 to amend the Subdivision Ordinance and Chapter 13 Utilities to add provisions for development phasing; and to provide for related matters; Williamson & Travis Counties, Texas.

BACKGROUND:

An amendment was adopted to the Utilities Code and Subdivision Ordinance in January of 2022 and the annual review was completed in January of 2023. This amendment was in response to the exponential growth rates over the past years and the desire to manage the number of LUE's (Living Unit Equivalents) added to the water system. The amendment included the addition of provisions for development phasing in response to our water concerns. A provision was included that requires that the City Council review the change and confirm that the phasing is still needed. Since January of 2022 we have reviewed two concept plan cases that were required to provide phasing.

- Wildsprings Concept Plan
 - 2023 – 145 units
 - 2025 – 119 units
 - 2027 – 65 units
- Barksdale Concept Plan
 - 2022 – 54 units
 - 2023 – 49 units

Since January of 2023 we have reviewed three concept plan cases that were required to provide phasing.

- Ultimate Park Concept Plan
 - 2023 – 154 units
 - 2024 – 75 units
- Lonestar Concept Plan
 - 2023 – 66 units
 - 2025 – 14 units
- Sullivan Concept Plan
 - 2023 – 110 units
 - 2024 – 36 units

The ordinance approving the amendment stated that this ordinance shall be reviewed by the Council annually. Staff does not have any recommended changes to the ordinances at this time.

HISTORY/TIMELINE:

01/06/2022 Ordinance Amendment Adoption
01/19/2023 Annual Ordinance Review

APPLICANT/AGENT:

City of Leander

RECOMMENDATION:

Staff does not have any recommended changes to the ordinances at this time.

PRESENTER:

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

Fiscal Impact

N/A

Attachments:

1. Att 1 22-005-00 Subdivision Amendments
2. Att 2 22-006-00 Chapter 13 Development Phasing

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO. 22-005-00

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS AMENDING SECTIONS OF ARTICLE 10.02, EXHIBIT A, THE SUBDIVISION ORDINANCE TO UPDATE THE DEFINITIONS SECTION, PROVIDE OPTIONS FOR A DUE DILIGENCE REPORT, MODIFY APPLICATION COMPLETION REVIEW REQUIREMENTS, REMOVE THE A, B, AND C STREET REQUIREMENTS, UPDATE THE CONCEPT PLAN SUBMITTAL REQUIREMENTS TO PROVIDE OPTIONS FOR CONCURRENT REVIEW WITH THE PRELIMINARY PLAT PROCESS, PROVIDE PHASING REQUIREMENTS, REMOVE MYLAR REQUIREMENTS, UPDATE EASEMENT REQUIREMENTS, UPDATE THE BUFFER ZONE REQUIREMENTS; PROVIDING A SEVERABILITY CLAUSE, PROVIDING SAVINGS, EFFECTIVE DATE AND OPEN MEETINGS CLAUSES, AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the Planning & Zoning Commission held a public hearing on the proposed amendments to Chapter 10, Article 10.02, Section 10.02.001, Exhibit A, Leander Code of Ordinances (the “Subdivision Ordinance”); and forwarded its recommendation on the amendments to the City Council; and

WHEREAS, after publishing notice of the public hearing at least fifteen days prior to the date of such hearing, the City Council at a public hearing has considered the proposed amendments and finds that the amendments are reasonable and necessary to protect the health, safety, and welfare of the present and future residents of the City; and

WHEREAS, regarding the requirements for phasing of subdivisions are provided herein, such requirements addressing the timing of review of phases of the subdivision and constructing phases in accordance with their sequence are reasonable and necessary for the orderly construction of subdivisions and to avoid negative impacts that have arisen from nonsequential review and construction of phases;

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 Article I, Section 1. Article I, Section 1 of the Subdivision Ordinance is amended by adding the following definitions:

Due Diligence Report means a report that provides details of a property including zoning, future land use categories, utilities, subdivision requirements, and other similar information. This report may be requested in lieu of a Pre-Development Meeting.

Executive Director of Development Services means the person appointed by the City Manager to oversee the Development Services Department and serve as the Planning Director.

Greenbelt means a series of connected open spaces that may follow natural features such as creeks or streams.

Lot Area means the area contained within the boundary lines of a lot, excluding any street, easement for street purposes, or street right-of-way.

Lot, Flag means a lot resulting from a division of a tract of land that, before its division, did not have sufficient width on a street to create more than one lot abutting said street but had sufficient area and depth to be divided into more than one buildable lot.

Parent Tract means the tract or parcel of land from which the property being platted is derived.

Phasing Plan means the Development Phasing Plan for the development of a subdivision that provides the timing of each phase or subsection approved in accordance with Article 13.12 of the Code, and that includes the number of lots and the infrastructure to be completed in each phase, and any other information required by Article 13.12 of the Code.

Pre-Development Meeting means a meeting with city staff to help familiarize the applicant with applicable codes and regulations. The Director of Planning may waive this requirement if they deem that the meeting is not necessary. A Due Diligence Report may be prepared in lieu of a Pre-Development Meeting.

Private Street means a street that is not dedicated to the public for maintenance, operation or ownership. It is owned and maintained by either a Homeowners' Association for residential developments or Property Owners' Association for nonresidential developments.

Replat means to re-subdivide all or any part of a recorded plat, which does not require the vacation of the entire preceding plat.

Right-of-Way (ROW) means a strip of land acquired by dedication, prescription, or condemnation and intended to be occupied by a street, trail, water line, wastewater line, and/or other public utilities or facilities.

Roadway means the paved area of a street between the face of the curb lines, including the driving, parking, and bicycle lanes.

SECTION 3. Amendment of Article I, Section 1. Article I, Section 1 of the Subdivision Ordinance is amended by removing the following definitions:

A Street means streets that provide the highest level of pedestrian amenities and are intended to provide a walkable connection between commercial and residential uses. Type A streets prohibit parking between the building façade and the public right-of-way. A continuous building frontage is required on A Streets, and may only be broken by a street, pedestrian passage, courtyard or similar feature approved by the Director of Planning. For phased building construction within a block, a screen wall or landscape hedge shall be constructed at the building frontage line prior to building construction. A map identifying the different street types shall be maintained and kept on file with the Planning Department.

B Street means streets that are more automobile-oriented, but still provide pedestrian amenities and limit the amount of surface parking between buildings and the street. A continuous building frontage is required on B Streets, and may only be broken by a street, pedestrian passage, courtyard or similar feature approved by the Director or Planning. For phased building construction within a block, a screen wall or landscape hedge shall be constructed at the building frontage line prior to building construction. Surface parking consisting of no more than one drive aisle with head-in parking spaces on each side of the drive aisle are permitted between the building and the right-of-way for B Streets. All collector streets shall be classified as B Streets unless designated otherwise on the A, B, & C Streets Map. A map identifying the different street types shall be maintained and kept on file with the Planning Department.

Backage Road means a road that runs parallel to or alongside an arterial street that provides the main point of access to property.

C Street means streets that are the most automobile-oriented and provide for significant amounts of surface parking between buildings and the public right-of-way. A map identifying the different street types shall be maintained and kept on file with the Planning Department.

SECTION 4. Amendment of Article I, Section 1. Article I, Section 1 of the Subdivision Ordinance is amended by modifying the following definitions to read as follows:

Caliper means the trunk diameter of a tree at four (4) feet above natural grade for existing trees for the purposes of a tree survey. Caliper means trunk diameter of a tree at twelve (12”) inches above natural grade for newly planted trees.

Comprehensive Plan means the City’s comprehensive plan adopted pursuant to Chapter 213, Texas Local Government Code and Sections 10.02 and 10.03 of the City Charter. The plan includes the overall development plan for the community which provides long-range development policies including all specified individual elements thereof among which are the plans for land intensities; land subdivision; circulation; and community facilities, utilities and services.

County means, with respect to land located in Williamson County, Williamson County, Texas; and, with respect to land located within Travis County, Texas.

Floodplain means channel of a waterway and the adjacent land area subject to inundation during the design storm.

SECTION 5. Amendment of the term “Flood Plain”. The term “flood plain” wherever it appears in the Subdivision Ordinance shall be modified to appear as “Floodplain”.

SECTION 6. Amendment of Article I, Section 8. Article I, Section 8 of the Subdivision Ordinance is hereby amended by adding Section 8(e) and renumbering the existing subsection (e) to be subsection (f).

- (e) A tract of land may not be served or connected with City utilities unless a plat has been approved and recorded for said tract of land, nor shall the City have any obligation to extend utility service to any parcel created in violation of this code.

SECTION 7. Amendment of Article II, Section 20(c). Article II, Section 20(c) of Subdivision Ordinance is hereby amended in its entirety to read as follows:

- (c) **Pre-Development Meeting.** The applicant is required to attend a pre-development meeting with city staff to help familiarize the applicant with applicable codes and regulations. The Director of Planning may waive this requirement if they deem that the meeting is not necessary. A Due Diligence Report may be prepared in lieu of a Pre-Development Meeting.

SECTION 8. Amendment of Article II, Section 20(d). Article II, Section 20(d) of Subdivision Ordinance is hereby in its entirety to read as follows:

- (d) General Subdivision Process; Phasing.
 - (i) Generally, the subdivision process is comprised of four (4) individual steps, consisting of the Concept Plan, the Preliminary Plat, Construction Plans, and the Final Plat. Each step of the development process has established deadlines and expirations that must be met in order for the application and any approval(s) granted to remain valid, in effect and eligible to continue to the next step of, or to complete, the development process. Compliance with each such established deadline constitutes a separate required performance and approval.
 - (ii) Phasing Plan.
 - a) A subdivision is required to be phased if it includes more than thirty (30) lots or units. The proposed Phasing Plan is required to be submitted concurrently with the Concept Plan and must be approved prior to approval of a Concept Plan. If an applicant wishes to amend an approved Phasing Plan after approval at the Concept Plan stage, the applicant is required to submit and receive

approval of the Phasing Plan amendment prior to or concurrently with the Preliminary Plat. Article 13.12 of the Code governs the requirements for a Phasing Plan and procedure for review and approval.

(iii) Impact of the Phasing Plan on the Sequence of Preliminary Plat and Construction Plan Applications.

- a) If an applicant applies for a Preliminary Plat for less than the entire property shown in the Concept Plan, the Preliminary Plat for each phase may not be reviewed concurrently, must be submitted in the order shown on the approved Phasing Plan, and review of the Preliminary Plat for a particular phase must be completed and scheduled for Commission approval before a subsequent phase may be submitted for review. In addition, the Preliminary Plat applications must contain the property shown in each phase of the approved Phasing Plan.
- b) Construction Plans for each phase shall be submitted in accordance with the phasing shown on the approved Phasing Plan, must be submitted in the order shown on the approved Phasing Plan, may not be reviewed concurrently, and review of the construction plans for a particular phase must be completed before a subsequent phase may be submitted for review. The infrastructure in an approved Construction Plan for a particular phase set must be completed and accepted by the City before the applicant may commence construction on a subsequent phase of the subdivision.

SECTION 9. Amendment of Article II, Section 20(g). Article II, Section 20(g) of Subdivision Ordinance is hereby in its entirety to read as follows:

(g) **Application Completeness Review.**

- (1) City staff shall review all applications, for completeness and either accept the application as complete or reject the application and provide the applicant with written notice of rejection that specifies the reasons for rejection within ten (10) business days of the date the application is submitted. An application will be considered complete if it is submitted in the required form and in accordance with the sequencing required in the Phasing Plan and Section 20(d)(iii), includes all information and documents required in the application, and is accompanied by the applicable fees. All applications shall also include a list of any requested variance from the ordinance. Resubmittal Applications are also subject to Section 20(h). An application that is not complete, does not include the information or documents required in the application, or is not accompanied by the applicable fees may not be accepted by the City. If the application is determined to be incomplete, the Director of Planning shall provide written notice of the rejection of the application that includes a description of the application's deficiencies. No further processing of

the application will occur until the deficiencies are corrected.

- (2) In addition to the items required on the Construction Plan application and checklist, the following must be reviewed and approved prior to the submittal of the Construction Plan application and submitted with the application in order for it to be accepted as complete, unless the City Engineer or Director of Planning determines that one of the items is either not needed or may be reviewed concurrently to process the Construction Plan Application:
 - (a) Lift station report
 - (b) Water and wastewater capacity analysis
 - (c) Drainage study
 - (d) Floodplain development permit/CLOMR
 - (e) Traffic impact analysis

SECTION 10. Amendment of Article II, Section 21 (a)(1)&(2). Article II, Section 21 (a) (1) & (2) of the Subdivision Ordinance are hereby amended in their entirety to read as follows:

- (a) **Purpose.** The purpose of the Concept Plan is to demonstrate conformance with the Comprehensive Plan, compatibility of the proposed development with this and other applicable City ordinances, and the coordination of improvements within and among individually platted parcels, sections, or phases of a development, prior to the consideration of a Preliminary Plat unless otherwise identified in this ordinance.

- (1) A Concept Plan shall be required for all subdivisions of land, except as otherwise provided for in this Ordinance for Short Form Final Plats. The Developer shall submit a Concept Plan prior to a Preliminary Plat for approval when the proposed subdivision includes any of the following:

- (i) A new road network; or
 - (ii) More than fifteen (15) lots; or
 - (iii) More than thirty (30) acres.

When a Concept Plan does not meet the above criteria, it may be submitted for concurrent review with the Preliminary Plat when the Alternative Review Process is selected.

- (2) The Concept Plan shall include the Parent Tract to ensure the orderly planning of streets, utilities, drainage, and other public facilities. The Concept Plan shall also include all adjacent and contiguous land, owned or controlled by the developer or the person, firm or corporation that sold the tract being developed.

SECTION 11. Amendment of Article II, Section 21 (c)(16), (17), (18), & (19). Article II, Section 21 (c) (16), (17), (18), and (19) of the Subdivision Ordinance are hereby amended in their entirety to read as follows:

- (16) A proposed Phasing Plan for the development of future sections.
- (17) A park plan in conformance with this ordinance including all land proposed for dedication, all proposed park facilities, and calculations or other information indicating compliance with park requirements.

- (18) Any information required by the most recent City concept plan application/checklist.
- (19) For Resubmittal Applications, in addition to containing the information and documents required by this subsection (c), a transmittal letter that describes how each reason for disapproval of the Concept Plan is being remedied or how each condition of a conditional approval is being satisfied, as applicable, and identifying the location in the Concept Plan application where each remedy or response to a condition can be found. The transmittal letter shall further identify whether any other changes to the application have been made other than those necessary to respond to the reasons for disapproval.

SECTION 12. Amendment of Article II, Section 21(f). Article II, Section 21(f) of Subdivision Ordinance is hereby amended to add section (f)(6) to read as follows:

- (6) The Commission and Council shall approve the Concept Plan if it conforms with the requirements of this Code, the Comprehensive Plan, the Composite Zoning Ordinance, and the Texas Local Government Code and the applicant has obtained approval of a Phasing Plan, while taking into account access to and extension of the City water system, reuse water system (if applicable), wastewater system, and stormwater drainage facilities.

SECTION 13. Amendment of Article II, Section 22(a). Article II, Section 22(a) of Subdivision Ordinance are hereby amended in its entirety to read as follows:

- (a) **Purpose.** The Preliminary Plat provides detailed graphic information and associated text indicating property boundaries, easements, land use, streets, utilities, drainage, and other information required to evaluate proposed subdivisions of land. A Preliminary Plat shall be required for any subdivision of land, except as otherwise provided for in this Ordinance, subsequent to Concept Plan approval or concurrently if the subdivision meets the criteria in Section 21 of this ordinance.

SECTION 14. Amendment of Article II, Section 22(c)(1). Article II, Section 22(c)(1) of Subdivision Ordinance is hereby amended in its entirety to read as follows:

- (1) Concept Plan and Phasing.
 - (i) Either the Concept Plan proposed for concurrent review; or the approved concept plan.
 - (ii) The approved Phasing Plan and the proposed amended Phasing Plan, if an amendment is sought.
 - (iii) If an applicant applies for a Preliminary Plat for less than the entire property shown in the Concept Plan, verification that the Preliminary Plat is submitted in the order shown on the approved Phasing Plan and that all prior phases have been reviewed and scheduled for approval by the commission.

SECTION 15. Amendment of Article II, Section 22(c)(4). Article II, Section 22(c)(4) of Subdivision Ordinance is hereby amended to remove (viii) and renumber the remainder of the section accordingly.

SECTION 16. Amendment of Article II, Section 22(h). Article II, Section 22(h) of the Subdivision Ordinance is hereby amended by amended in its entirety to read as follows:

(h) Application Expiration.

- (1) The Preliminary Plat application shall expire nine (9) months after the date that all initial staff review comments from all reviewing departments have been issued on the application if the Preliminary Plat is not approved due to the applicant's failure to cause the application to comply with applicable city regulations. If the Concept Plan and the Preliminary Plat applications are submitted concurrently, the Concept Plan and Preliminary Plat applications shall both expire nine (9) months after the date that all staff review comments from all reviewing departments have been issued on the applications if both the Concept Plan and Preliminary Plat are not approved due to the applicant's failure to cause the applications to comply with all applicable City regulations.
- (2) The Planning Department may grant one six (6) month extension if the applicant can show substantial progress in obtaining approval of the Preliminary Plat, and the Concept Plan if submitted concurrently with the Preliminary Plat application. Substantial progress shall consist of, at a minimum, a resubmission of the Preliminary Plat, the concept plan in the case of a concurrent submission, and all relevant materials by the applicant that address all initial staff review comments from all reviewing departments.
- (3) After expiration of an application, any new Preliminary Plat application will be required to be re-submitted as a new application including re-paying all of the fees associated with this process.

SECTION 17. Amendment of Article II, Section 22(i). Article II, Section 22(i) of the Subdivision Ordinance is hereby amended in its entirety to read as follows:

(i) Approval Expiration.

- (1) The approval of a Preliminary Plat shall expire two (2) years after the filing date unless:
 - (a) Corresponding Construction Plans and/or Final Plats on all, or a portion of, the land approved on the Preliminary Plat are filed, and, if necessary, additional Construction Plans and/or Final Plats are filed in not greater than two year intervals until all of the land within the Preliminary Plat has approved Construction Plans and Final Plats; provided that approval of all such Construction Plans and Final Plats are obtained within seven (7) years of the filing date of the Preliminary Plat; or
 - (b) An extension is granted by the Commission in accordance with this Ordinance; provided that in no event shall an extension be granted that exceeds nine (9) years after the filing date.

- (2) When a Concept Plan application is submitted and approved concurrently with a Preliminary Plat application, the approval of the Concept Plan shall expire when the approval of the Preliminary Plat expires under Section 22(i)(1).

SECTION 18. Amendment of Article II, Section 23(c). Article II, Section 23(c) of the Subdivision Ordinance are hereby amended in its entirety to read as follows:

- (c) **Content.** Construction Plans shall include all on and off-site improvements required to serve the proposed development as indicated on the approved Preliminary Plat and in compliance with applicable ordinances, codes, standards and policies of the City, and other applicable governmental entities. All Construction Plans shall be signed and sealed by a licensed professional engineer, licensed to practice in the State of Texas, include all information required by the most recent application/checklist, and shall contain or have attached thereto:
- (1) Cover Sheet.
 - (i) The appropriate project name, date, and the name, addresses and phone numbers of the developer, engineer and surveyor, etc.
 - (ii) A location map showing the relation of the subdivision to streets and other prominent features in all directions for a radius of at least one (1) mile using a scale of one inch equals two thousand feet (1" = 2,000'). The latest edition of the USGS 7.5 minute quadrangle map is recommended.
 - (2) Street and Roadway Systems:
 - (i) The horizontal layouts and alignments showing geometric data and other pertinent design details. The horizontal layout shall also show the direction of storm water flow and the location of manholes, inlets and special structures;
 - (ii) Vertical layouts and alignments showing existing and proposed center line, right and left right-of-way line elevations along each proposed roadway.
 - (iii) An analysis of vertical sight distance for proposed street intersections in accordance with the Transportation Criteria Manual.
 - (iv) Typical right-of-way cross sections showing pertinent design details and elevations as prescribed in the City Standard Details and Specifications;
 - (v) Typical paving sections showing right-of-way width, lane widths, median widths, shoulder widths, and pavement recommendations;
 - (vi) Attendant documents containing any additional information required to evaluate the proposed roadway improvements, including geotechnical information and traffic impact studies; and
 - (3) Drainage Improvements:
 - (i) Detailed design of all drainage facilities as indicated in the Preliminary Plat phase, including typical channel or paving section, storm sewers and other storm water control facilities.

- (ii) Typical channel cross-sections, plan and profile drawings of every conduit/channel shall be shown.
 - (iii) Existing and proposed topographic conditions indicating one (1) foot contour intervals for slopes less than 5%, two (2) foot contour intervals for slopes between 5% and 10%, and five (5) foot contour intervals for slopes exceeding 10%, and referenced to a United States Geological Survey or Coastal and Geodetic Survey bench mark or monument.
 - (iv) Attendant documents containing design computations in accordance with this Ordinance, and any additional information required to evaluate the proposed drainage improvements.
 - (v) A copy of the complete application for flood plain map amendment or revision, as required by the Federal Emergency Management Agency (FEMA), if applicable.
- (4) Erosion and Sedimentation Controls:
 - (i) Proposed fill or other structure elevating techniques, levees, channel modifications and detention facilities.
 - (ii) Existing and proposed topographic conditions with vertical intervals not greater than one (1) foot referenced to a United States Geological Survey or Coastal and Geodetic Survey bench mark or monument.
 - (iii) The location, size, and character of all temporary and permanent erosion and sediment control facilities with specifications detailing all on-site erosion control measures which will be established and maintained during all periods of development and construction.
 - (iv) Contractor staging areas, vehicle access areas, temporary and permanent spoils storage areas.
 - (v) A plan for restoration for the mitigation of erosion in all areas disturbed during construction.
- (5) Water Distribution Systems:
 - (i) The layout, size and specific location of the existing and proposed water mains, pump stations, storage tanks and other related structures sufficient to serve the proposed land uses and development as identified in the Preliminary Plat phase and in accordance with the City Standard Details and Specifications.
 - (ii) The existing and proposed location of fire hydrants, valves, meters and other fittings.
 - (iii) Design details showing the connection with the existing City water system.
 - (iv) The specific location and size of all water service connections for each individual lot.
 - (v) Attendant documents containing any additional information required to evaluate the proposed water distribution system.
- (6) Wastewater Collection Systems:
 - (i) The layout, size and specific location of the existing and proposed wastewater lines, manholes, lift stations, and other related structures

sufficient to serve the land uses and development as identified in the Preliminary Plat phase, in accordance with all current City standards, specifications, and criteria for construction of wastewater systems.

- (ii) Plan and profile drawings for each line in public right-of-ways or public utility easements, showing existing ground level elevation at center line of pipe, pipe size and flow line elevation at all bends, drops, turns, and station numbers at fifty (50) foot intervals.
 - (iii) Design details for manholes and special structures. Flow line elevations shall be shown at every point where the line enters or leaves the manholes.
 - (iv) Detailed design for lift stations, package plants or other special wastewater structures.
 - (v) Attendant documents containing any additional information required to evaluate the proposed wastewater system, and complete an application for State Health Department approval.
- (7) Fill Material Storage. The location of the fill material pile, which must comply with Section 48 of this Ordinance.
 - (8) Street Lighting. The location, size, type and description of street lights according to City Standard Details and Specifications.
 - (9) Street Signs. The location, size, type and description of street signs according to City Standard Details and Specifications.
 - (10) Speed Limit Signs and Permanent Traffic Barricades. The location, size (where applicable), and type of speed limit signs and permanent traffic barricades according to City Standard Details and Specifications.
 - (11) Sidewalks. The location, size and type of sidewalks and pedestrian ramps according to City Standard Details and Specification.
 - (12) Improvements for Parks and other Public and Common Areas - as identified and/or approved on the Preliminary Plat.
 - (13) The location, size and description of all Significant Trees (to remain and to be removed), and Replacement Trees to meet the requirements of this Ordinance.
 - (14) Landscaping and Screening. The location, size and description of all landscaping and screening materials as required by the Composite Zoning Ordinance.
 - (15) Street Trees. The location and species of all proposed street trees on every street in accordance with all current City standards, specifications and criteria for the installation of street trees.
 - (16) Design Criteria. Final design criteria, reports, calculations, and all other related computations, if not previously submitted with the Preliminary Plat.
 - (17) Cost Estimates. A cost estimate of each required improvement, prepared, signed and sealed by a professional engineer licensed to practice in the State of Texas.
 - (18) Dry Utility Plan. A plan demonstrating the location of the proposed dry utilities.

- (19) Compliance with Phasing Plan. Verification that the construction plans are submitted in accordance with the phasing shown on the approved Phasing Plan and that all prior phases have been reviewed.
- (20) For Resubmittal Applications, in addition to containing the information and documents required by this subsection (c), a transmittal letter that describes how each reason for disapproval of the Construction Plans are being remedied or how each condition of a conditional approval is being satisfied, as applicable, and identifying the location in the Construction Plan application where each remedy or response to a condition can be found. The transmittal letter shall further identify whether any other changes to the application have been made other than those necessary to respond to the reasons for disapproval.

SECTION 19. Amendment of Article II, Section 23(e)(2). Section 23(e)(2) of the Subdivision Ordinance is hereby amended in its entirety to read as follows:

(2) If Construction Plans are approved, then the Director of Planning, City Engineer, Director of Public Works, Director of Parks and Recreation, and the Fire Marshal shall sign the cover sheet of the Construction Plans and a pre-construction meeting shall be scheduled. A construction plan permit shall be signed and issued during the pre-construction meeting after completion and acceptance by the City of the improvements for the prior phase of the subdivision. A signed copy of the plans shall be returned to the applicant and a copy shall be retained for City records.

SECTION 20. Amendment of Article II, Section 24(j). Article II, Section 24(j) of the Subdivision Ordinance is hereby amended in its entirety to read as follows:

(j) **Recordation.**

- (1) Prior to the recordation of the Final Plat:
 - (i) The Final Plat shall have been approved by the Commission and signed by the appropriate City officials pursuant to the provisions of this Ordinance.
 - (ii) Copies of any agreements required providing for the proper and continuous operation, maintenance, and supervision of any facilities that are of common use or benefit which cannot be satisfactorily maintained, or which have been rejected for operation and/or maintenance, by an existing public agency shall be executed.
- (2) City staff shall, upon determination that all provisions of this Ordinance have been satisfied, and all the above conditions have been met, obtain signatures certifying Final Plat approval by the Chairperson of the Commission, as attested to by the Commission Secretary.
- (3) Once the original Final Plat has been certified by the Chairperson of the Commission, City staff shall notify the developer that the original, signed Final Plat is ready to be recorded.

- (4) The City shall make arrangements to have the Final Plat filed for recordation at the developer's expense in the Official County Records at the appropriate county offices.
- (5) If the land area represented by the subdivision is located outside the corporate limits of the City on the date of its filing for recordation with the Official County Records, then it must be approved by the Commissioners Court of the County prior to recordation unless an agreement between the City and County stipulates differently. It shall be the responsibility of the developer to be familiar with the process, procedures, and requirements necessary to secure County approval. Such approval shall be evidenced by the signature of the statement of certification by the County Judge.
- (6) After the Plat is filed for recordation, the City shall obtain official scanned copies of the recorded final plat. The City shall not issue final address Plats or permits for lots within the subdivision until the Final Plat has been recorded, the developer has paid the county recordation fee, and the scan of the recorded plat is received.

SECTION 21. Amendment of Article II, Section 25(j). Article II, Section 25(j) of the Subdivision Ordinance is hereby amended in its entirety as follows:

- (j) **Responsibility.** Notwithstanding the approval of any Amended Plat by the Planning Director, the developer and the engineer that prepares and submits such Plats shall be and remain responsible for the adequacy of the design and nothing in this Ordinance shall be deemed or construed to relieve or waive the responsibility of the developer or his/her engineer for or with respect to any Plat submitted.

SECTION 22. Amendment of Article II, Section 26(c). Article II, Sections 26(c) of the Subdivision Ordinance are hereby amended in its entirety to read as follows:

- (c) **Content.** The content of the Short Form Final Plat shall correspond with the content for Final Plats as required by this Ordinance, except that:
 - (1) Construction Plans may not be required.
 - (2) The City may permit omission of any informational requirements that are determined by the City to place an excessive burden on the applicant, including, but not limited to contours, centerlines of existing watercourses, etc.
 - (3) The City shall require the following note on the Final Plat: This subdivision is subject to all general notes and restrictions appearing on the Plat of _____, Lot(s) _____, recorded at Instrument Number _____ of Plat Records of _____ County, Texas.

SECTION 23. Amendment of Article II, Section 26(d). Article II, Section 26(d) of the Subdivision Ordinance are hereby amended in its entirety to read as follows:

- (d) **Procedure.** The procedure for review and approval of a Short Form Final Plat shall follow the procedure for Final Plats, except that:

- (1) The Short Form Final Plat may be submitted without approval of a Concept Plan, Preliminary Plat or Construction Plans. The Plat, prepared by a surveyor, and engineer if required, and bearing their seals shall be submitted to the Commission for approval before recordation of the Plat.
- (2) Legible prints, as indicated on the application form shall be submitted at least thirty (30) days prior to the regular meeting of the Commission along with all information required by the most recent application/checklist and the following:
 - (i) Completed application forms and the payment of all required fees.
 - (ii) Copy of the deed restrictions or covenants, if such documents are to be used. These shall be filed for record in conjunction with the filing of the Plat.
 - (iii) Certification from all applicable taxing authorities that all taxes due on the property have been paid.
 - (iv) Notification materials as required herein.
 - (v) A petition requesting annexation, if applicable.
 - (vi) Any attendant documents needed to supplement the information provided on the Plat.

SECTION 24. Amendment of Article II, Section 28. Article II, Section 28 (g) (4) of the Subdivision Ordinance is hereby amended in its entirety to read as follows:

- (4) The City shall not accept dedications of required improvements, nor release or reduce a performance bond or other assurance, until such time it is determined that:
 - (i) All improvements have been satisfactorily completed.
 - (ii) Two (2) copies of record drawings have been submitted to and approved by the City Engineer, along with a statement prepared by a licensed professional engineer that all improvements have been installed and constructed in accordance with the submitted record drawings; provided that applicants subdividing property in the Wholesale Wastewater Service Areas shall submit three (3) copies of such record drawings.
 - (iii) Copies of all inspection reports, shop drawings and certified test results of construction materials have been submitted to and approved by the City Engineer.
 - (iv) Digital files containing computer generated drawings of all public improvements shown on the Construction Plans, and all lot lines shown on the Final Plat, have been submitted to the City Engineer to update City record drawings.
 - (v) One (1) Maintenance bonds meeting the requirements of this Ordinance have been provided.
 - (vi) An affidavit of all bills paid and a release of liens have been provided.
 - (vii) Any and all other requirements identified in the Final Plat process have been satisfied.
 - (viii) Digital file containing computer generated drawings of all public improvements shown on the Construction Plans, and all lot lines shown on the Final Plat, have been submitted to the City Engineer to update City record drawings.
 - (ix) A fiscal surety meeting the requirements of Section 48 (f), if required by that Section.

SECTION 25. Amendment of Article III, Section 46. Article II, Section 46 of the Subdivision Ordinance is hereby amended in its entirety to read as follows:

SECTION 46. EASEMENTS

- (a) The developer shall dedicate easements that allow approved lots within the subdivision to have access to all public utilities. Where necessary to adequately serve the addition or subdivision with public utilities, easements shall be dedicated for all public utilities including water lines, reuse water lines, wastewater lines, and stormwater drainage facilities and associated appurtenances. Such easements shall be provided as deemed necessary by the Commission. Easements shall be dedicated according to the requirements delineated in the application and checklists.
- (b) All existing and proposed easements, safety lanes, and rights-of-way shall be clearly indicated on the Plat or Plan, as well as an indication to the use of each easement or right-of-way.
- (c) No permanent structure may be placed in or over any easement or right-of-way except a structure whose use and location are necessary to the designated use of the right-of-way or easement or which otherwise will not affect the use, maintenance or repair of such easement.
- (d) The width and alignment of all easements or rights-of-way to be dedicated shall be determined by the City Engineer, any applicable utility provider and the Commission, and approved by the Commission, and shall be accompanied by a notarized statement of dedication on the Plat. Such easements shall, at a minimum, include a ten-foot public utility easement dedicated immediately adjacent to all street rights-of-way.
- (e) Easements shall be established and dedicated for all public utility and drainage appurtenances, including common access areas, and other public uses requiring dedication of property rights.
- (f) In so far as practicable, easements shall not be centered on a property line, but shall be located entirely on one (1) side of a lot.
- (g) The City Manager is authorized to sign approval and acceptance of easements granted outside of the subdivision platting process that have been reviewed and approved by the City Engineer and that are granted using a form substantially similar to the form approved by the City Attorney.

SECTION 26. Amendment of Article III, Section 49. Article III, Section 49 of the Subdivision Ordinance is hereby amended to add subsection (c) as follows and renumber the remainder of the section accordingly:

- (c) In no case shall the Buffer Zones be less restrictive than the 100 year floodplain as depicted from the best available base floodplain model to date using the rainfall data as approved by the City as part of the plan review process.
Any revision to the base hydraulic model must be supported with adequate data/information; and must be discussed with city engineering staff. Such floodplain analysis shall be approved by the city as part of the plan review process.
In case the latest hydraulic model is not available, the city's floodplain administrator

shall approve any proposed method for the determination of special flood hazard area boundaries. The floodplain analysis and modelling for such method shall be submitted, reviewed and approved as part of the plan review process.

SECTION 27. Conflicting Ordinances. Exhibit "A", Article 10.02, Leander Code of Ordinances is 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 28. Savings Clause. All rights and remedies of the City of Leander are expressly saved as to any and all violations of the provisions of any ordinances affecting subdivision within the City which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

SECTION 29. Effective Date. After its passage of this Ordinance in accordance with the provisions of the Tex. Loc. Gov't. Code and the City Charter.

SECTION 30. 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 31. 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 6th day of January, 2022.

ATTEST:

Dara Crabtree

Dara Crabtree, City Secretary

THE CITY OF LEANDER, TEXAS

C. DeLisle
Christine DeLisle, Mayor



AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO. 22-006-00

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING CHAPTER 13 OF THE CODE OF ORDINANCES BY ADDING ARTICLE 13.12 ENTITLED “DEVELOPMENT PHASING”; REQUIRING A DEVELOPMENT PHASING PLAN TO BE APPROVED BEFORE A SUBDIVISION CONCEPT PLAN CAN BE APPROVED; ESTABLISHING REQUIREMENTS FOR DEVELOPMENT PHASING PLANS; PROVIDING AN APPROVAL PROCESS; AMENDING CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING EFFECTIVE DATE AND OPEN MEETINGS CLAUSES.

WHEREAS, the City of Leander, Texas, a home rule municipality (the “City”) owns and operates a municipal water utility and is a member of the Brushy Creek Regional Utility Authority;

WHEREAS, the current water treatment capacity of the City’s water system is 25 MGD;

WHEREAS, the City has experienced unprecedented growth rates and growth is projected to continue at a high rate;

WHEREAS, the City and the BCRUA have several major capital improvement projects planned or in progress, which are projected to be completed over the course of the next eight years, which will increase the capacity of the City’s water system to 44 MGD;

WHEREAS, given the rate of growth and the timing of construction of the water infrastructure projects, the City finds that it is reasonable and necessary to adopt regulations that assist the City with tracking and managing the number of LUE’s added to the water system in the years leading up to completion of the water infrastructure projects, to ensure that growth does not exceed the water system capacity and that the City is able to meet peak demands during periods of high water usage;

WHEREAS, the City is authorized under its home rule authority, its general police powers, and Sections 551.007 and 552.001, Texas Local Government Code to adopt the regulations set forth in this Ordinance; and

WHEREAS, the City Council finds the regulations set forth herein to be reasonable and necessary to ensure the adequate provision of water to current and future customers in accordance with the City’s ordinance and applicable law;

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. The City Council hereby further finds and determines that the rules, regulations, terms, conditions, provisions and requirements of this ordinance are reasonable and necessary to protect the public health, safety and quality of life.

Section 2. Phasing Plan Required. Chapter 13, City of Leander Code of Ordinances, is hereby amended to add Article 13.12, entitled “Development Phasing Plan” to read as follows:

ARTICLE 13.12. DEVELOPMENT PHASING PLAN

Sec. 13.12.001. Purpose.

- (a) The purpose of this Article is to ensure that growth occurs in an orderly and planned manner that allows the City to manage the number of living unit equivalents added to the water system in the years leading up to completion of several major water infrastructure projects, to ensure that growth does not exceed the water system capacity, that the City is able to meet peak demands during periods of high water usage, and that the City’s water system continues to be able to serve existing and future customers during expansion of the water system.
- (b) The City Council shall review this Article at least annually, and after completion of the Phase 2A of the Brushy Creek Regional Water Treatment Plant, which is projected to be completed in 2027, to determine whether this Article should be modified or repealed.

Sec. 13.12.002. Development Phasing Plan Required.

A Development Phasing Plan is required for any subdivision within the city limits and extraterritorial jurisdiction that includes more than thirty (30) lots or units. The Development Phasing Plan for the subdivision must be approved by the City Council before a subdivision concept plan will be approved.

Sec. 13.12.003. Approval Procedure.

- (a) Persons wishing to obtain approval of a subdivision that includes more than thirty (30) lots or units shall submit a proposed Development Phasing Plan to the with the Concept Plan Application.
- (b) The Development Phasing Plan shall comply with the following requirements and shall be in the form required by the City:
 - (1) The Development Phasing Plan shall contain timeframes in compliance with the term of the concept plan.
 - (2) Phases shall be provided in sequential order and include any proposed subsections.
 - (3) Each phase shall illustrate the property to be included in a specific phase, and

the number of LUE's that will be served by the City's water system in each phase. The phases shall include all required infrastructure and drainage facilities to support the phase without the development of the entire subdivision, and infrastructure for each phase shall fully serve each phase.

- (4) Phases shall not create remnant tracts less than five (5) acres in size.
- (c) The Planning Department will cause the Development Phasing Plan to be reviewed by appropriate City departments, including the City Engineer, in accordance with criteria established by the Planning Director and the City Engineer. Applications will be reviewed in accordance with the submittal and review schedule prepared by the planning director and approved by the planning commission. Incomplete Development Phasing Plans will be rejected with a comment letter identifying the deficiencies.
- (d) After completion of staff review, the Planning Director and the City Engineer will approve, deny, or recommend modifications to the Development Phasing Plan.
- (e) A person aggrieved by a decision made by the Planning Director and City Engineer under this Section may appeal the decisions to the City Council by submitting a written request for appeal and setting forth the basis for the appeal within fourteen (14) calendar days of the date of the decision.

Sec. 13.12.004. Compliance with Proposed Phasing Plan.

A subdivision shall be constructed in compliance with the sequencing set forth in the Development Phasing Plan. If an applicant applies for a Preliminary Plat for less than the entire property shown in the Concept Plan, the Preliminary Plat for each phase may not be reviewed concurrently, must be submitted in the order shown on the approved Phasing Plan, and review of the Preliminary Plat for a particular phase must be completed and scheduled for Commission approval before a subsequent phase may be submitted for review. In addition, and the Preliminary Plat applications must contain the property shown in each phase of the approved Development Phasing Plan. Construction Plans for each phase shall be submitted in accordance with the phasing shown on the approved Phasing Plan, may not be reviewed concurrently, and must be submitted in the order shown on the approved Development Phasing Plan. The infrastructure in an approved Construction Plan for a particular phase set must be completed and accepted by the City before the applicant may commence construction a subsequent phase of the subdivision.

Sec. 13.12.005. Amendment of Phasing Plan.

An approved Development Phasing Plan may be amended by submission of a proposed amended Development Phasing Plan using the process set forth in Section 13.12.002.

Section 4. Amendment of Conflicting Ordinances. All ordinances or parts of ordinances inconsistent with or in conflict with this ordinance are hereby repealed to the extent of such inconsistency or conflict.

Section 5. Effective Date. This ordinance shall take effect immediately from and after its passage in accordance with the provisions of the Tex. Loc. Gov't. Code and the City Charter.

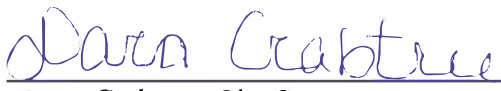
Section 6. Severability. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or 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.

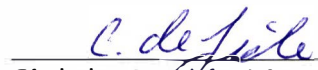
Section 7. Open Meetings. It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED on the 6th day of January, 2022.

ATTEST:

CITY OF LEANDER, TEXAS


Dara Crabtree, City Secretary


Christine DeLisle, Mayor

