



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, January 18, 2024
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.
2. Roll Call.
3. Receive a presentation regarding the proposed Oakwood Hills MUD (Municipal Utility District) generally located 4,000 feet to the north of the future intersection of Travisso Parkway and Nameless Road, on the west side of Nameless Road, including TCAD Parcels 353045, 353047, 353048, 353050, 353069, 353070, and 513816; Leander, Travis County.
4. 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.

Reconvene into open session to take any action as deemed appropriate in the City Council's discretion regarding City Manager Search.

REGULAR MEETING – CONVENE AT 7:00 PM

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

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

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

8. Recognitions/Proclamations/Visitors.
 - Police Department Citizen Award of Meritorious Service to Blake Kuhlmann and Brent Skidmore

- Fire Department Lifesaving Certificate to Harold Piatt, Mark Peczeniuk and Paula Allen

9. Staff Reports

- Update on scheduled repair of the Brushy Creek Regional Utility Authority (BCRUA) raw water line and temporary shutdown of the BCRUA water treatment plant.

CONSENT AGENDA: ACTION

10. Approval of the minutes for meeting held on January 04, 2024.
11. Approval of a scrivener's error regarding the purchasing agreement with Cellco Partnership d/b/a Verizon Wireless for the purchase of hardware, software and services for wireless, voice and data through DIR Contract DIR-TELE-CTSA-003; the amount approved on January 4, 2024, should have read \$115,000.00 annually for the term of contract expiring November 5, 2029.
12. Approval of a professional services renewal agreement for audio/video broadcast and recording of public meetings with Granicus LLC in the total amount of \$103,790.74; and authorizing the Interim City Manager to execute any and all necessary documents.
13. Award of Solicitation CIPS24-001 to C. C. Carlton Industries, LTD for construction services for the RM2243 Reclaimed Waterline Improvements project (CIP WW.46); in the amount of \$6,967,478.75; and authorizing the Interim City Manager to execute any and all necessary documents.
14. Approval of the oversizing costs from 8-inch waterlines to 16-inch waterlines reimbursable expenses as stated in the terms of the Greatwood South Development Agreement in the amount of \$235,805.00; and authorizing the Interim City Manager to execute any and all necessary documents.
15. Award of Solicitation CIPS23-020 to Walker Partners, LLC for the planning, design, and engineering services for Hero Way West elevated storage tank and water line (CIP W.55); in the amount of \$2,074,125.00; and authorizing the Interim City Manager to execute any and all necessary documents.
16. Approval of professional service agreement with Fisher Heck Architects for Phase 2 of the preservation plan along with architectural and engineering services for the Bryson Farmstead also known as Pioneer House (CIP P.47); in the amount of \$152,500.00; and authorizing the Interim City Manager to execute any and all necessary documents.
17. Approval of the Second Reading of an Ordinance 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 ± 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.

PUBLIC HEARING: ACTION

18. Conduct a Public Hearing regarding Subdivision Case CP-23-0022 to adopt the 183A RE Investments Concept Plan and Preliminary Plat on one (1) parcel of land approximately 9.614 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R461862; generally located 700 feet southeast of the intersection of 183A Toll Road and Aven Way, Leander, Williamson County, Texas.
 - Discuss and consider action regarding Subdivision Case CP-23-0022 as described above.

19. Conduct a Public Hearing regarding Subdivision Case CP-23-0025 to adopt the Villas at Speaking Rock Concept Plan and Preliminary Plat on one (1) parcel of land approximately 10.756 acres ± in size, more particularly described by Travis Central Appraisal District Parcel 513825; generally located to the southwest of the intersection of Osage Drive and Painted Sky Bend more commonly known as 1601 Speaking Rock, Leander, Travis County, Texas.
 - Discuss and consider action regarding Subdivision Case CP-23-0025 as described above.
20. 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.
 - Discuss and consider action regarding Zoning Case Z-23-0093 as described above.

REGULAR AGENDA

21. Discuss and consider action on a Memorandum of Understanding by and between the City of Leander and Hill Country Hyzers Disc Golf Club for activities hosted at Benbrook Ranch Park and Disc Golf Course for a term of five (5) years; and authorize the Interim City Manager to execute any and all necessary documents.
22. Discuss and consider action on a two (2)- year appointment to the Central Texas Clean Air Coalition of the Capital Area Council of Governments.
23. 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.]*
24. Council Member Closing Statements.
25. Convene back into Executive Session pursuant to:
 1. 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
 2. Section 551.071, Texas Government Code, and Rule 1.05, Texas Disciplinary Rules of Professional Conduct, to consult with legal counsel regarding Construction Contract between Northline Leander Development Company and The City of Leander and DeNucci Constructors - Northline - Phase 1 and related performance and maintenance bonds; and
 3. Section 551.071, Texas Government Code, and Section 1.05 Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding Lakewood Park project; and
 4. Section 551.071, Texas Government Code, Section 1.05, Texas Disciplinary Rules of Professional conduct, to consult with legal counsel regarding Leander Springs project; and
 5. Section 551.072, Texas Government Code, to deliberate the acquisition of property located in Dunkley Subdivision for a public utility easement relating Raider Way / E. Woodview Drive project (CIP T.12); and
 6. Section 551.072, Texas Government Code, to deliberate the acquisition of property located in Elijah D. Harmon Survey, Abstract 6 for a public utility easement relating Raider Way / E. Woodview Drive project (CIP T.12); and

7. Section 551.074, Texas Government Code, to discuss Interim City Manager assignments and duties.

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

1. City Manager search; and
2. Northline pavers; and
3. Lakewood Park project; and
4. Leander Springs project; and
5. Acquisition of property in Dunkley Subdivision or a public utility easement relating Raider Way / E. Woodview Drive project (CIP T.12); and
6. Acquisition of property in Elijah D. Harmon Survey, Abstract 6 for a public utility easement relating Raider Way / E. Woodview Drive project (CIP T.12); and
7. Interim City Manager assignment and duties.

26. Adjournment

CERTIFICATION

This meeting will be conducted pursuant to the Texas Government Code Section 551.001 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 551.071 [litigation and certain Consultation with attorney], 551.072 [acquisition of interest in real property], 551.073 [prospective gift to city], 551.074 [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 12 day of January 2024 by 5:00 p.m. pursuant to Chapter 551 of the Texas Government Code.



Dara Crabtree, City Secretary,
TRMC



EXECUTIVE SUMMARY
1/18/2024

AGENDA SUBJECT:

Receive a presentation regarding the proposed Oakwood Hills MUD (Municipal Utility District) generally located 4,000 feet to the north of the future intersection of Travisso Parkway and Nameless Road, on the west side of Nameless Road, including TCAD Parcels 353045, 353047, 353048, 353050, 353069, 353070, and 513816; Leander, Travis County.

BACKGROUND:

This item is not an action item. The developer requested an opportunity to present their proposal for a MUD to the City Council. This property is not currently located within the City Limits. If the City Council supports the request, the property will be required to be annexed.

HISTORY/TIMELINE:

APPLICANT/AGENT:

Ryan Harper, Allen Boone Humphries Robinson, LLP

RECOMMENDATION:

PRESENTER:

Ryan Harper, Allen Boone Humphries Robinson, LLP

Fiscal Impact

N/A

Attachments:

1. Att 1 Oakwood Hills Presentation

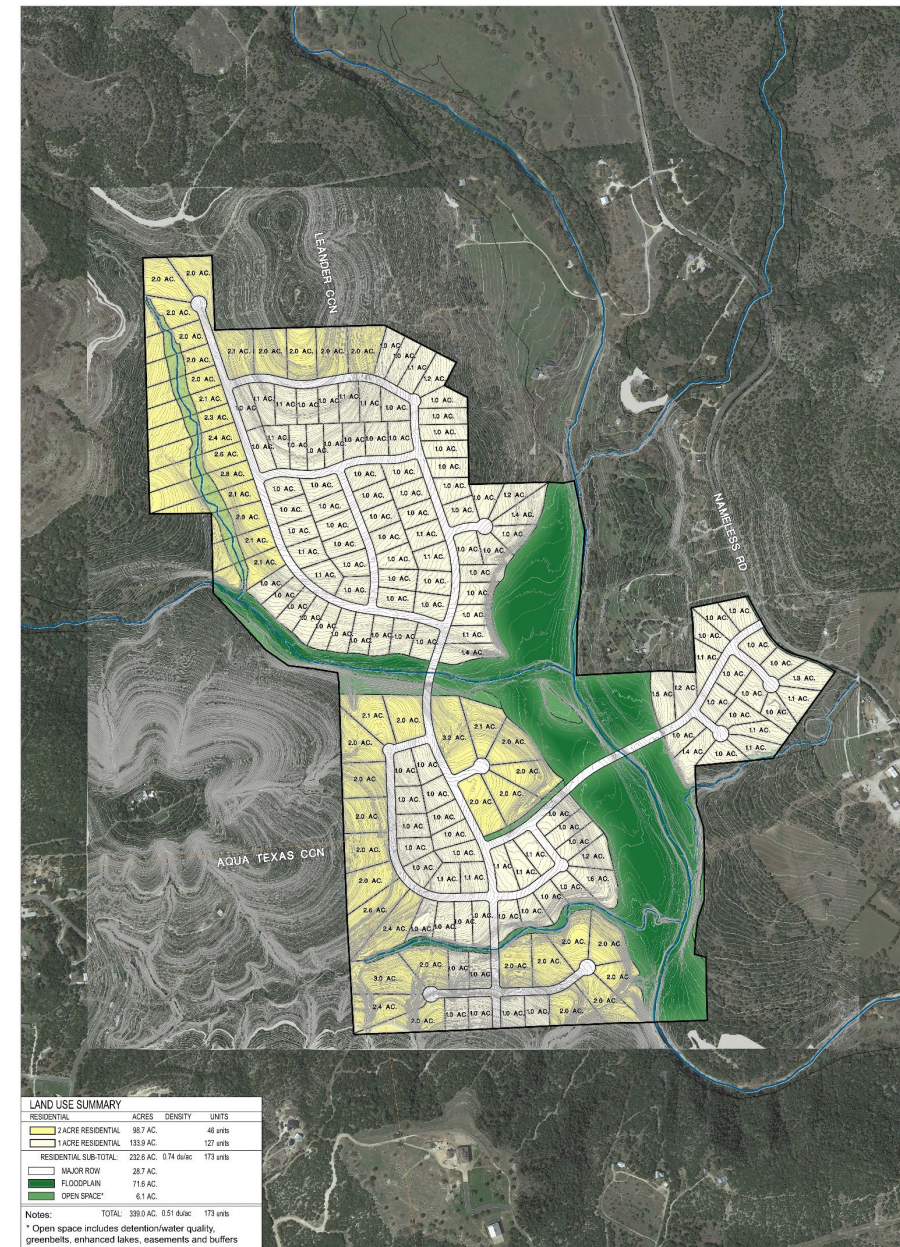


Oakwood Hills

Leander Tx

Project Summary

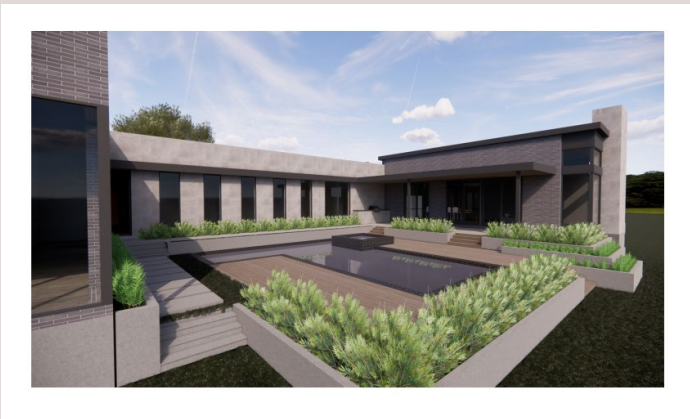
- **No strain/demand on city water or wastewater capacity**
 - **Water- On-site water plant**
 - **Sewer- Septic**
- Low density, large lot community
- Only 173 lots, ranging from 1 acre to 2.8 acres
- ~338 acres, currently in City of Leander's ETJ
- Home values $\geq$ \$1million
- Adjacent to the Travisso subdivision
 - Customer base for new Travisso retail complex



Site Pictures



Home Type/Style



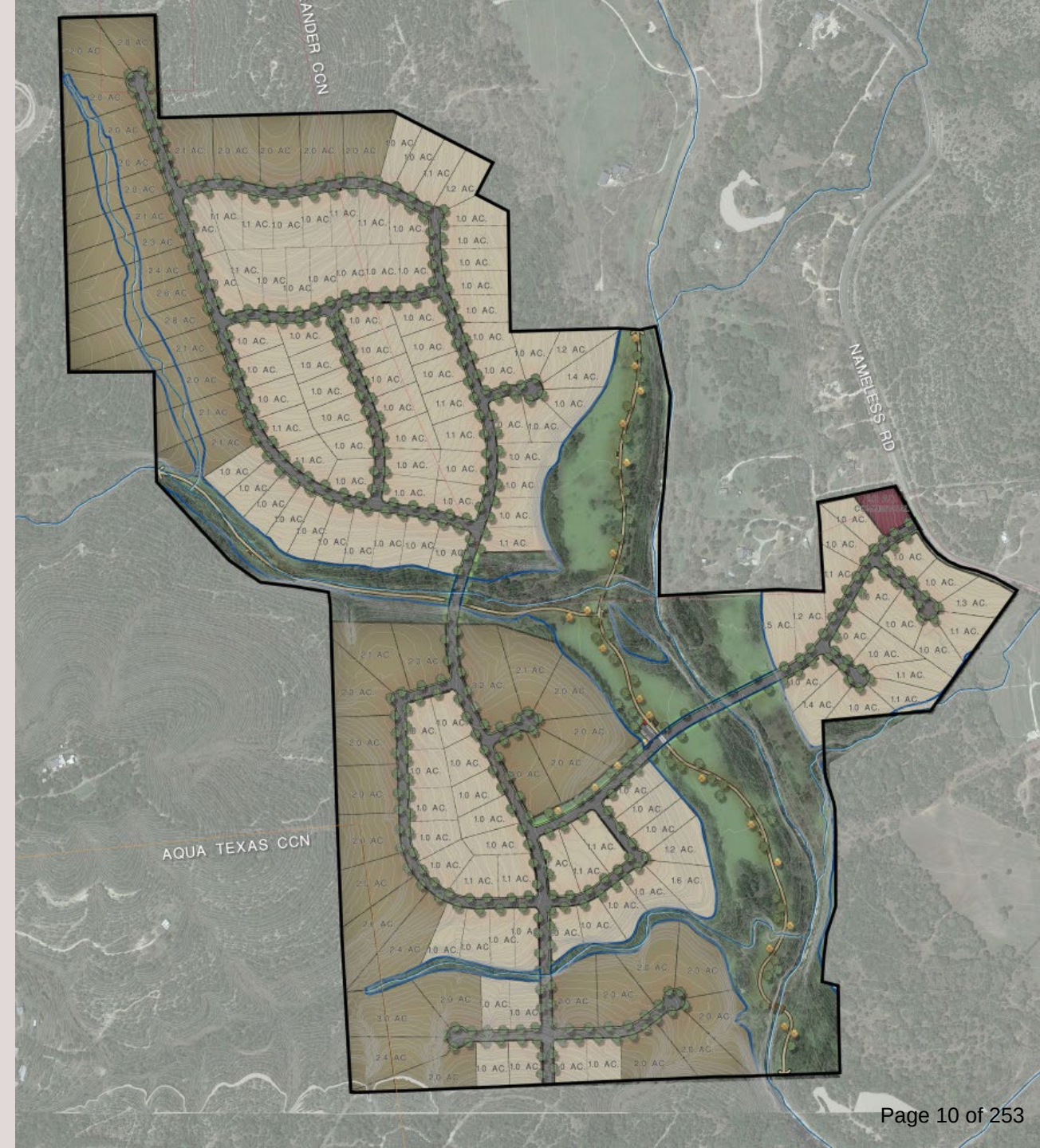
PROGRAM

- +/- 5000 CONDITIONED SF
- SINGLE-STORY
- CONTEMPORARY
- 3-4 BEDROOMS (STUDY)
- GREAT ROOM
- FAMILY ROOM
- OUTDOOR LIVING
- POOL



Amenities and Additional Project Info

- ~78 acres of park space
- ≥7,000 feet of trails along the scenic Big Sandy Creek with majestic trees.
- Water well study completed demonstrating that the development can be serviced solely by on-site water wells.
- In-City MUD for the purposes of building high quality infrastructure-water, drainage, park, bridge and road improvements.
 - The MUD will maintain detention and park facilities



Annexation and Benefits to Leander

- Why Request Annexation:
 - Partner with the City to benefit the City and the Oakwood Hills Community
 - Travis County regulations require a minimum lot size of 3 acres if the development is served by groundwater. Based on market studies, demand for 1-2 acre lots is much stronger than demand for 3-acre lots
- Benefits to City:
 - PROPERTY TAX: Anticipated taxable assessed value at build out ~\$212,600,000=
~\$888,000 per year in property tax revenue
 - City development standards will apply
 - All public infrastructure necessary to serve the community constructed to City standards, at no cost to the City; City review and approval of plans.
 - This project will not utilize any of the City's existing water or sewer resources.



EXECUTIVE SUMMARY
1/18/2024

AGENDA SUBJECT:

Staff Reports

- Update on scheduled repair of the Brushy Creek Regional Utility Authority (BCRUA) raw water line and temporary shutdown of the BCRUA water treatment plant.

BACKGROUND:

BCRUA is replacing approximately 1,400 feet of a 36-inch underwater pipeline that conveys raw water from the BCRUA floating intake barge. This project also repairs several large raw water valves. Due to long procurement lead times, pipe materials were pre-purchased in April 2023 to expedite the repair process. Funding for the \$6.71 million project is provided in the amount of \$5 million from Williamson County, \$798,057 from Leander, and \$455,972 each from Cedar Park and Round Rock.

Project construction will require a shutdown of the BCRUA water treatment plant, thereby reducing the water treatment capacities of Leander, Cedar Park, and Round Rock. During this time, Leander may require an escalation to Phase 4 water conservation measures, which restricts any or all nonessential water uses.

HISTORY/TIMELINE:

09/21/2022 - During ongoing underwater inspections by the Brushy Creek Regional Utility Authority (BCRUA) in August, contractors discovered a new leak in the section of 36-inch raw water pipeline previously repaired in 2021. Repair work started September 21 and continued for 14 days. During this time, the BCRUA water treatment plant was shut down and Leander escalated to Phase 4 conservation due to the City's treatment capacity being reduced from 25 to 9 million gallons per day.

01/21/2021 - Council approved a resolution for emergency repair of the BCRUA 36-inch raw water pipeline.

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Fiscal Impact

Attachments:

1. BCRUA Repair Presentation



BCRUA Raw Waterline Replacement Report

January 18, 2024

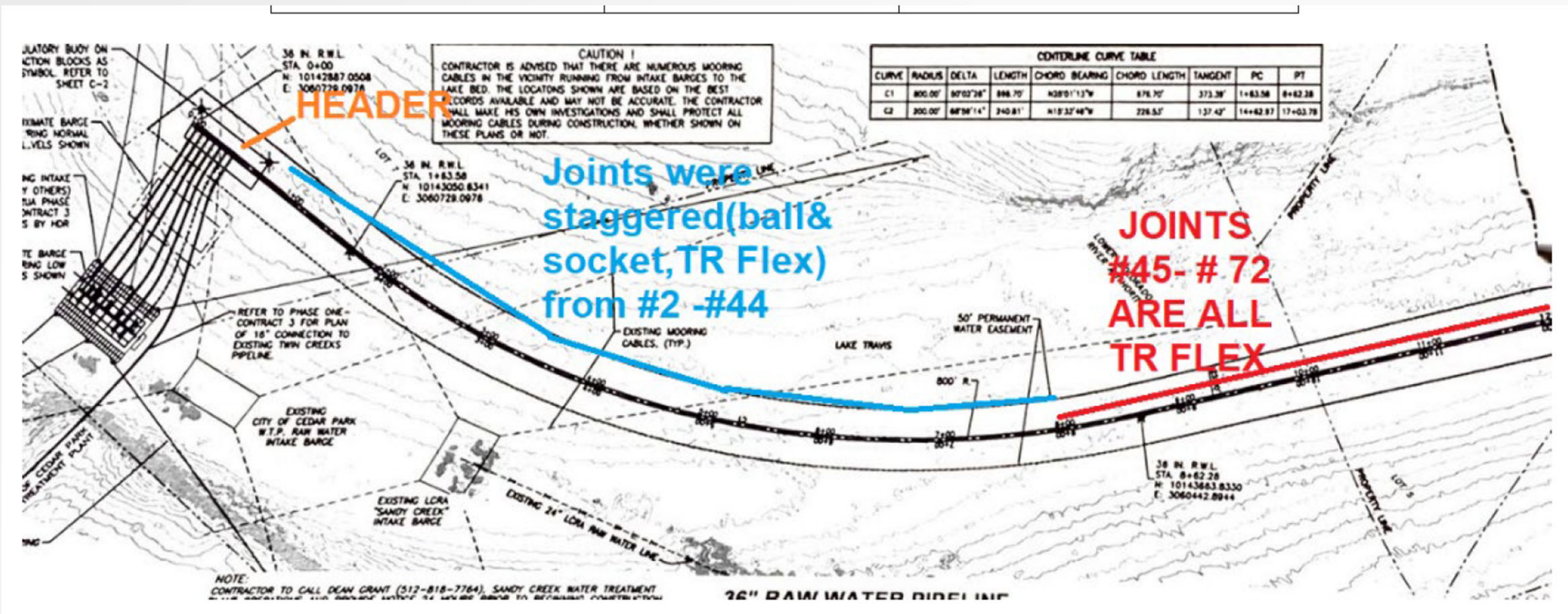
Dan Grimsbo, Executive Director of Infrastructure

BCRUA Raw Waterline Timeline of Events

- **December 2020 - First break occurred and repaired by May 2021.**
- **March 2022 - Design of replacement pipeline started**
- **August 2022 - The same repair was found to be leaking in during the monthly inspections of the initial repair & repaired again**
- **February 2023 - Raw waterline broke a 2nd time**



BCRUA Raw Waterline



BCRUA Raw Waterline



BCRUA Raw Waterline Replacement Timeline

- **March 2022 – June 2023 – Design**
- **April 2023 – Pipe pre-purchased, arrived in December 2023**
- **August 2023 – Bids opened**
- **November 2023 – NTP issued to contractor**
- **Shutdown to begin mid-Feb and last for 30 days**
- **Shutdown synchronized with Phase 2 shutdown work needed to tie into 78" line.**

Construction Barge Onsite



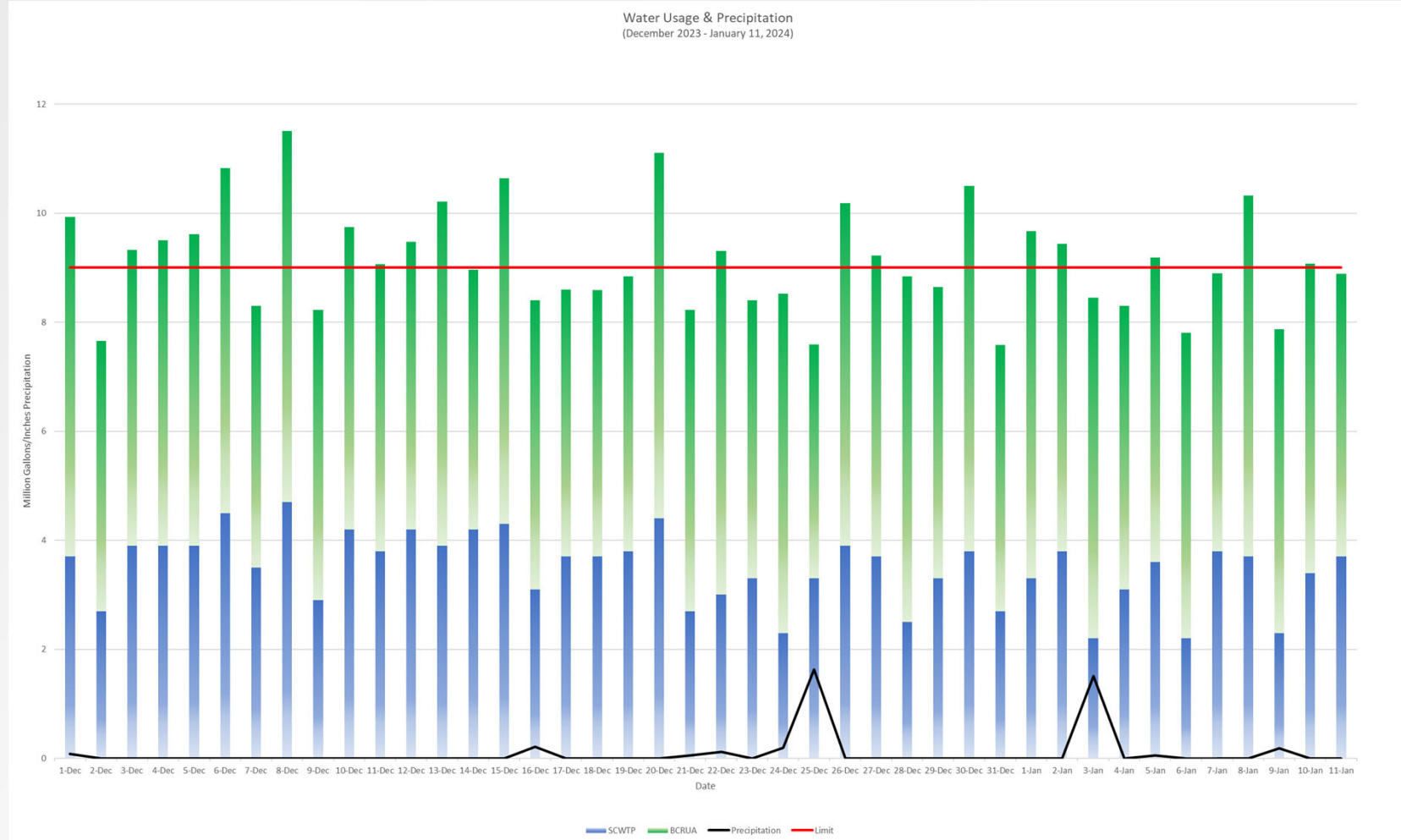
Pipeline Storage



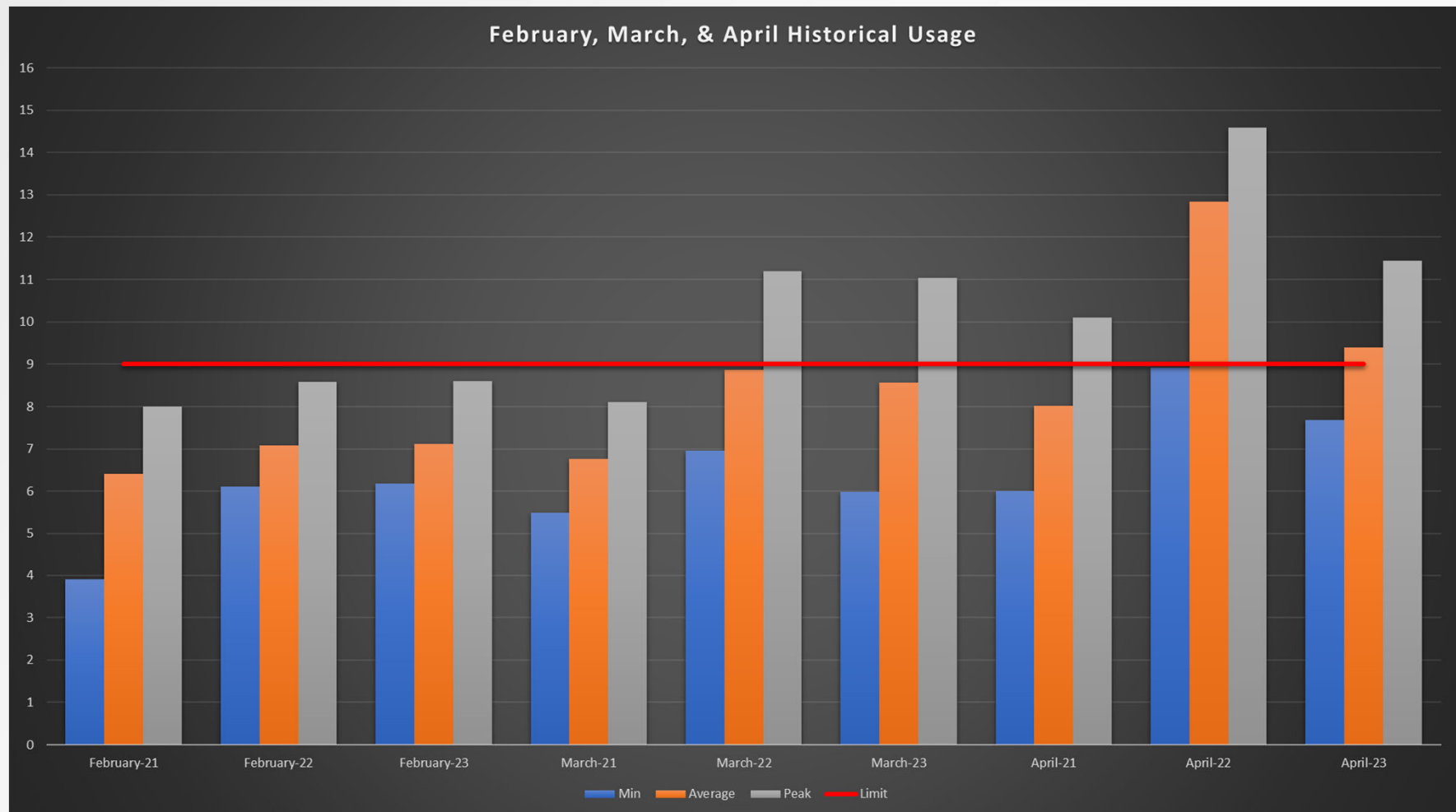
Above Water Mockup



Water Usage – Dec. 2023 to Jan. 2024



Historical Water Usage of February – April



Sandy Creek WTP Limits and Upgrade

2001 – Commissioned at 4.0 MGD

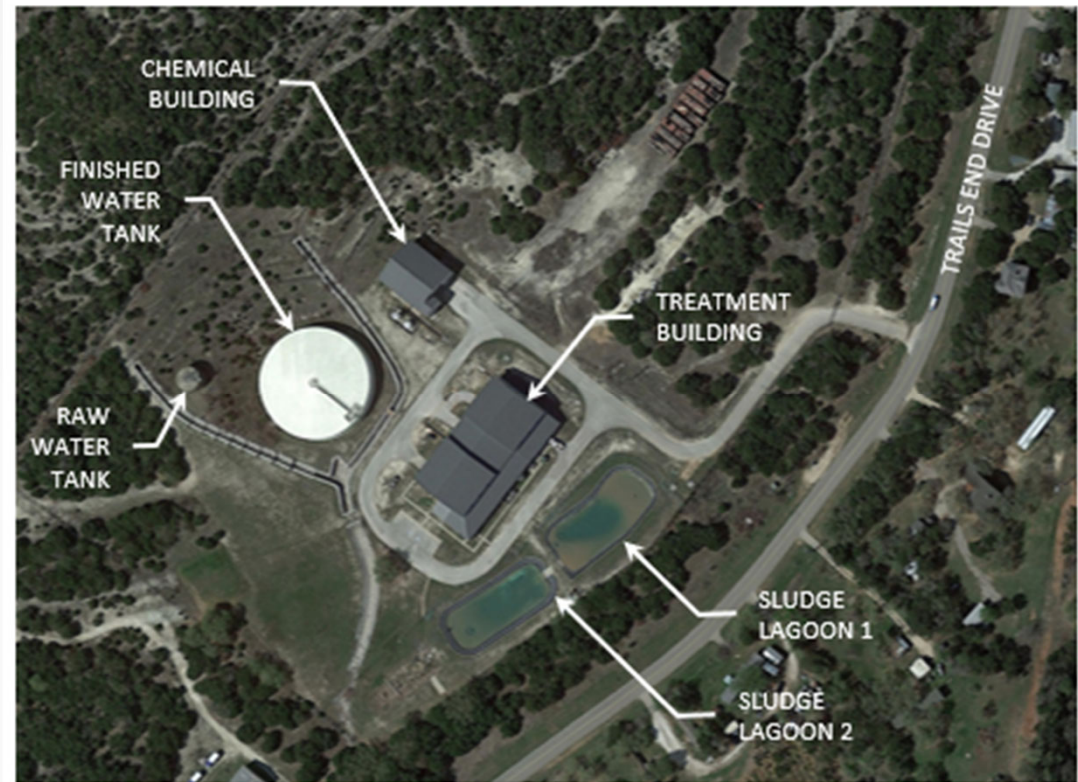
2006 – Expanded to 6.0 MGD

2008 – Expanded to 12.0 MGD

Existing residuals handling process is undersized – the Sludge Lagoons

Existing process is ineffective and allows solids to return to the water treatment stream and reduces the finished water production – lowering water treatment capacity.

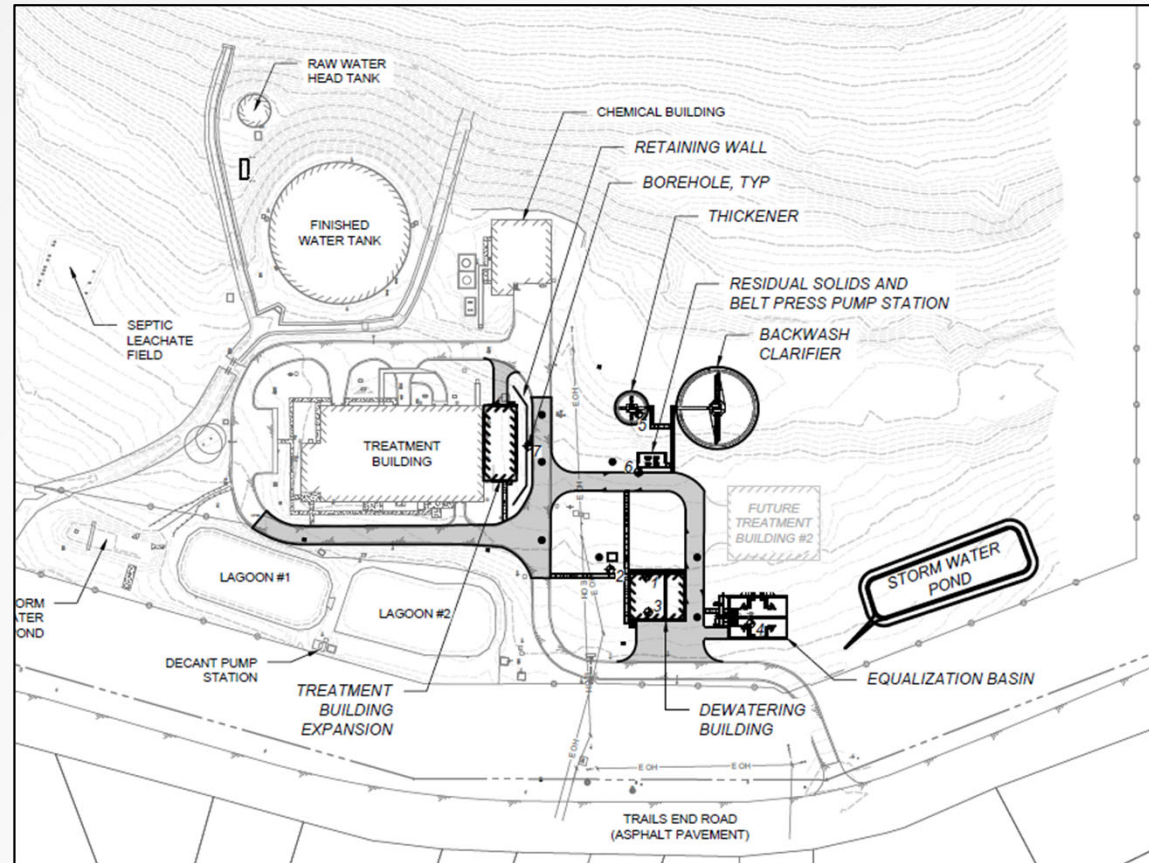
Struggles to obtain a consistent production above 9.0 MGD



Sandy Creek WTP Limits and Upgrade

W.69 Sandy Creek Plant Residuals Management & Redundant Treatment Unit

- Construction contract approved by Council on 10 Oct for \$21.8M
- *Estimated completion Spring 2025*
- *Upgrading to a modern residual treatment process*
- *Adding redundant treatment train to allow filter flushing and maintenance*

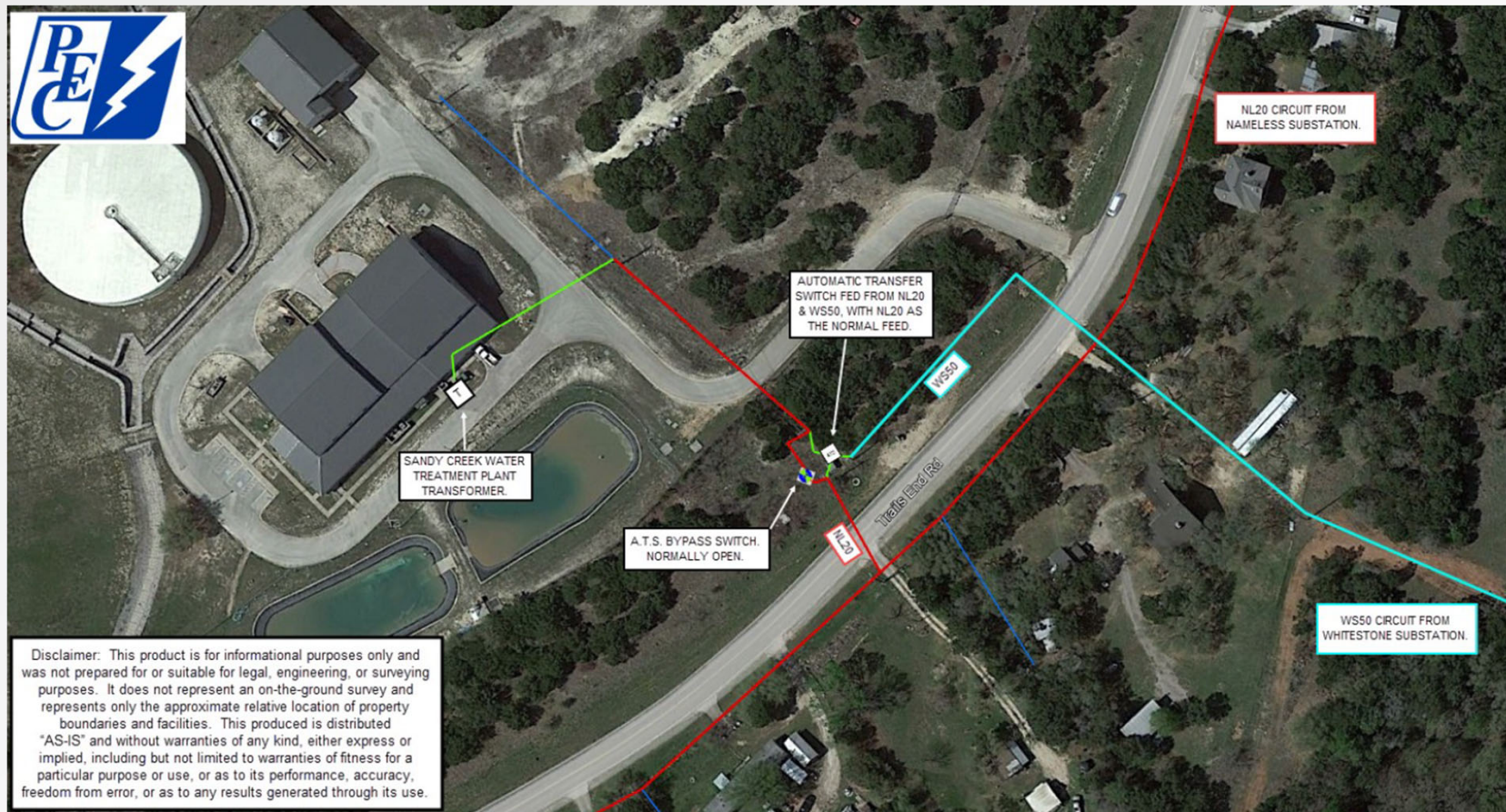


Sandy Creek WTP Automatic Transfer Switch

Completed upgrades
May 2023



Sandy Creek WTP Automatic Transfer Switch



Water Conservation – Phase 4

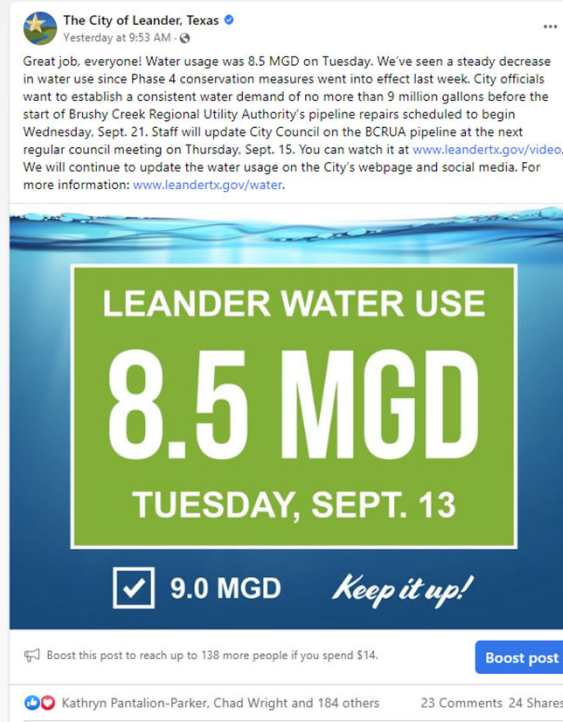
BCRUA plant shutdown start/end dates will dictate Phase 4 transition

- Will utilize similar strategy implemented during Sept 2022 shutdown
- Must engage all water stakeholders
 - HOAs and School District
 - Contractors and Builders
 - Residential and Commercial customers **Lowe's, HEB, local nurseries*
 - Wholesale customers
 - Local media
- Must leverage all existing City communication channels

Water Conservation – Phase 4



Water Conservation – Phase 4



Water Conservation – Phase 4

The City of Leander, Texas

4h · 🌐

DID YOU KNOW? Crystal Falls Golf Course uses reclaimed water to irrigate fairways, roughs, and greens. Reclaimed water for the golf course is treated at the city's wastewater treatment plant in Travis subdivision, and it reduces our drinking water use by more than 200,000 gallons per day. Reclaimed water is recycled from wastewater generated by homes and businesses and treated for non-potable uses. Though reclaimed water is not used in the drinking water supply, it meets many of the criteria for drinking water.

DID YOU KNOW? Crystal Falls Golf Course irrigates with **RECLAIMED WATER**. It is NOT connected to Leander drinking water. It reduces water use by 200,000 gallons per day.

DID YOU KNOW? The City of Leander is required to conduct regular, system-wide **HYDRANT FLUSHING**. In order to maintain water quality, clean out debris and settled particles, and test for fire safety.

Boost this post to reach up to 136 more people if you spend \$14.

Jason Anderson and 26 others

Phase 4 water conservation FAQ

*** Please monitor this page for updates and new information. ***

View answers below to frequently asked questions about [Phase 4](#) of the city's [Water Conservation and Drought Contingency Plan](#) effective Sept. 8, 2022.

If you have additional questions, [submit them here](#).

Frequently Asked Questions

Q. Why is there no outdoor watering?

Brushy Creek Regional Utility Authority (BCRUA) contractors discovered a leak in the 36-inch pipeline that supplies raw water from Lake Travis to the BCRUA water treatment facility, Leander's primary source for treated drinking water.

Pipeline repairs will start Wednesday, Sept. 21, and may take up to 14 days to complete. During this time, the BCRUA water treatment plant will be out of service and Leander's water treatment capacity will be reduced from 25 million to 9 million gallons per day (MGD).

If demands are not reduced to 9 MGD or less, water system failure may occur, which could include significant loss in water pressure, complete loss of service, or other damages.

Q. Is my water still safe to drink?

Yes! As of Sept. 8, our Phase 4 water conservation measures are intended to protect Leander's water system, and your drinking water has not been compromised. Since the BCRUA pipeline leak is occurring underwater, it remains in the lake and does not get pumped to the BCRUA water treatment plant.

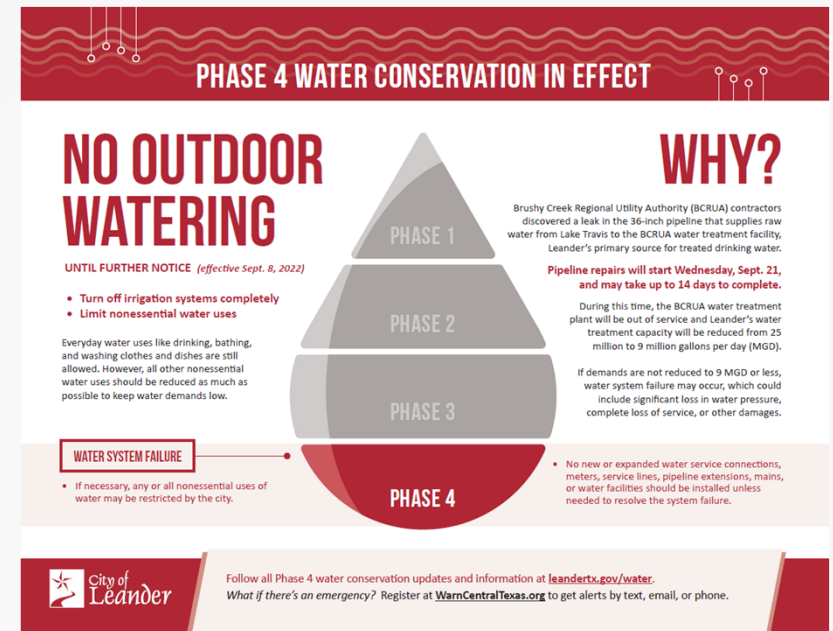
If your drinking water ever becomes compromised due to changing conditions, the

Water Conservation – Phase 4



Neighborhood entrance signs

Door tag reminders



Water customer self-mailers

City of
Leander



QUESTIONS?



EXECUTIVE SUMMARY
1/18/2024

AGENDA SUBJECT:

Approval of the minutes for meeting held on January 04, 2024.

BACKGROUND:

Attached are the minutes for the meeting held on January 4, 2024.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Dara Crabtree, City Secretary

Fiscal Impact

N/A

Attachments:

1. Draft Minutes 01.04.2024



**MINUTES
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 Cznersek
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.
Opened meeting at 6:00 p.m.
2. Roll Call.
Roll Call reflected all present.
3. Advanced Metering Infrastructure (AMI) project update

Discussion included: primary reasons to adopt AMI; water contracts; water system - treatment capacity; how AMI works; cities that plan or have installed in Austin metro; current meters; new meter technology; AMI potential benefits; potential water demands in Texas and Leander; water conservation; implementation and communications; solicitation schedule; utility fund debt outlook; utility fund debt capacity; 2024 debt issuance timeline; system efficiency and stopping leaks; and good stewards of water resources.

Briefing workshop adjourned at 7:00 p.m.

REGULAR MEETING – CONVENE AT 7:00 PM

4. Open Meeting, Invocation and Pledges of Allegiance.
Opened meeting at 7:14 p.m.; Police and Fire Department Chaplain Joe Bob Ellison 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

- Martin Luther King Day Proclamation

CONSENT AGENDA: ACTION

Mayor Christine DeLisle stated Consent Agenda Item 9 was pulled from Consent and will be considered separately.

Motion: Approve consent agenda items 8 and 10 through 21.

By: Na'Cole Thompson

Seconded: Becki Ross

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

No: None

Abstain: None

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.

Motion: Approve an Ordinance amending Parks and Recreation Department user fees and related fees; and provide a staff report in twelve months on the results of various topics tracking as discussed.

By: Kathryn Pantalion-Parker

Seconded: Becki Ross

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

No: None

Abstain: None

10. Approval of amendments to Leander Public Library policies.

11. Approval a purchasing agreement with Celco 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.

Opened Public Hearing at 7:39 p.m.; Closed at 7:39 p.m. No one spoke in favor or opposition of the request.

Motion: Approve Zoning Case Z-23-0098, following a discussion.

By: Becki Ross

Seconded: Kathryn Pantalion-Parker

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

No: None
Abstain: None

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.

Opened Public Hearing at 7:42 p.m.; Closed at 7:42 p.m. No one spoke in favor or opposition of the request.

Motion: Approve Ordinance Case OR-23-0012, following a discussion.

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

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.

Open Public Hearing at 7:48 p.m.; Closed at 7:48 p.m. No one spoke in favor or opposition of the request.

Motion: Approve Comprehensive Plan Case CPA-23-0008, following a discussion delete last sentence in Employment Center which states "In planned environment, upper-story vertical mixed-residential is encouraged".

By: Christine DeLisle

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

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.

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

By: Chris Czernek

Seconded: Na'Cole Thompson

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 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.

No action taken.

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.]*

None.

28. Council Member Closing Statements. Esme Mattke Longoria - wished everyone a Happy New Year; and hope to see everyone at the MLK event on January 15, 2024.

Na'Cole Thompson - wished everyone a Happy New Year; looked forward to seeing everyone at the MLK event; and thank you to staff for all their hard work.

Christine DeLisle - reminded everyone to shop local; and tonight's dinner came from Golden Chick;

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.

Convened into Executive Session at 7:55 p.m.; reconvened into open session at 8:20 p.m.

No action taken.

30. Adjournment at 8:20 p.m.

APPROVED

MAYOR

ATTEST:

CITY SECRETARY



EXECUTIVE SUMMARY
1/18/2024

AGENDA SUBJECT:

Approval of a scrivener's error regarding the purchasing agreement with Cellco Partnership d/b/a Verizon Wireless for the purchase of hardware, software and services for wireless, voice and data through DIR Contract DIR-TELE-CTSA-003; the amount approved on January 4, 2024, should have read \$115,000.00 annually for the term of contract expiring November 5, 2029.

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 annually
<u>Approved in current budget (Yes / No):</u>	Yes

Expenditure (New / Amended):

New

Recurring or one-time:

Recurring

Fund source (Operating / Utility / etc.):

Operating

Attachments:

1. Verizon Executed Agreement

DIR Contract No. DIR-TELE-CTSA-003

Verizon Wireless Customer Agreement

This Customer Agreement, ("Customer Agreement") between Cellco 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:	
VZW Sales Rep Name:	Brendon Trent	VZW Sales GID:	DIR16
VZW Sales Rep Phone Number:	806-717-3509	VZW Profile IDs:	





EXECUTIVE SUMMARY
1/18/2024

AGENDA SUBJECT:

Approval of a professional services renewal agreement for audio/video broadcast and recording of public meetings with Granicus LLC in the total amount of \$103,790.74; and authorizing the Interim City Manager to execute any and all necessary documents.

BACKGROUND:

Texas Local Government Code Sec. 551.128 requires home-rule municipalities with a population of 50,000 or more to make an audio/video recording of each regularly scheduled open meeting that is not a work session or a special called meeting, and to make available an archived copy of the audio/video recording of each meeting on the Internet. Granicus LLC labor will satisfy the City's requirement to make archived copies of recorded meetings available on the Internet, as well as provide capabilities to broadcast meetings on the Internet. The original contract for audio/video recording services with Swagit LLC was approved in 2017 and subject to annual renewals. Swagit LLC was acquired by Rock Solid Technologies, and Rock Solid acquired by Granicus LLC, in 2022.

Description of Services:

- 50 AVIOR™ SaaS – Remote Switching for up to 50 meetings per year.
- 50 EASE™ SaaS – Indexing for up to 50 meetings per year. Includes media on-demand, 24/7 live-stream and up to 120 hours of additional specialty content per year.
- Sound Search™ – Speech-to-Text software that can include searchable and navigable transcripts of events. Search the spoken word audio of a meeting.
- Agenda Management – Integrate 3rd-party agenda management with Swagit platform and City's existing CivicClerk solution.

Financial Consideration:

The following requested purchases are budgeted for use in fiscal year 2024 under the Public, Educational and Government Channel (PEG) special revenue fund accounts:

- \$34,967.60 – Granicus LLC services from November 2023 (prorated) to December 2024

As part of the proposed 3-year term, the following costs are anticipated for calendar years 2025 and 2026 under the Public, Educational and Government Channel (PEG) special revenue fund accounts:

- \$33,247.90 – Granicus LLC services from January 2025 to December 2025
- \$35,575.24 – Granicus LLC services from January 2026 to December 2026

HISTORY/TIMELINE:

11/16/2017 - Approval of audio/video equipment purchases with Ford AV and Swagit Productions

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends Council approval of the renewal agreement.

PRESENTER:

Mike Neu, Chief of Staff

	<u>Fiscal Impact</u>
<u>Amount requested:</u>	\$103,790.74
<u>Approved in current budget (Yes / No):</u>	Yes (not future years)
<u>Expenditure (New / Amended):</u>	New
<u>Recurring or one-time:</u>	One-time
<u>Fund source (Operating / Utility / etc.):</u>	Special Revenue (PEG)

Attachments:

1. 2024 Granicus 3-yr proposal
2. 2024 Granicus master agreement

Granicus Proposal for Leander, TX

ORDER DETAILS

Prepared By: Justine Torres
Phone:
Email: justine.torres@granicus.com
Order #: Q-309410
Prepared On: 09 Nov 2023
Expires On: 31 Dec 2023

ORDER TERMS

Currency: USD
Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Current Subscription End Date: 31 Dec 2023
Initial Order Term End Date: 31 Dec 2026
Period of Performance: 01 Jan 2024 - 31 Dec 2024

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

Renewing Subscription Fees					
Solution	Period of Performance	Billing Frequency	Quantity/ Unit	Annual Fee	Prorated Fee
Avior™ 50	01 Nov 2023 - 31 Dec 2024	Annual	1 Each	\$19,516.80	\$22,769.60
EASE™ 50	01 Nov 2023 - 31 Dec 2024	Annual	1 Each	\$0.00	\$0.00
Sound Search™	01 Nov 2023 - 31 Dec 2024	Annual	1 Each	\$3,852.00	\$4,494.00
Integrating 3rd Party Agenda Management Solutions	01 Jan 2024 - 31 Dec 2024	Annual	1 Each	\$7,704.00	\$7,704.00
SUBTOTAL:				\$31,072.80	\$34,967.60

FUTURE YEAR PRICING

Solution(s)	Period of Performance	
	01 Jan 2025 - 31 Dec 2025	01 Jan 2026 - 31 Dec 2026
Avior™ 50	\$20,882.98	\$22,344.78
EASE™ 50	\$0.00	\$0.00
Sound Search™	\$4,121.64	\$4,410.15
Integrating 3rd Party Agenda Management Solutions	\$8,243.28	\$8,820.31
SUBTOTAL:	\$33,247.90	\$35,575.24

PRODUCT DESCRIPTIONS

Solution	Description
Avior™ 50	AVIOR™ 50 Managed Service SaaS: Remote Switching for up to 50 meetings per year.
EASE™ 50	EASE™ 50 Managed Service SaaS: Up To 50 Indexed Meetings per year (EASE™) - Includes Media On- Demand, 24/7 LIVE Stream and up to 120 hours of additional specialty content per year (No staff involvement—Hands Free).
Sound Search™	Sound Search: Speech-to-Text software that can include searchable and navigable transcripts of events. Search the spoken word audio of a meeting.
Integrating 3rd Party Agenda Management Solutions	Integrating 3rd Party Agenda Management Solutions with the Swagit Platform

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at <https://granicus.com/legal/licensing>, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-309410 dated 09 Nov 2023 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Leander, TX to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.

BILLING INFORMATION

Billing Contact:		Purchase Order Required?	[] - No [] - Yes
Billing Address:		PO Number: <i>If PO required</i>	
Billing Email:		Billing Phone:	

If submitting a Purchase Order, please include the following language:

The pricing, terms, and conditions of quote Q-309410 dated 09 Nov 2023 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Leander, TX	
Signature:	
Name:	
Title:	
Date:	

Master Subscription Agreement US/Canada

This Master Subscription Agreement ("**Agreement**") is effective as of the date an Order or SOW (as defined below) commences ("**Effective Date**") between the party procuring Granicus Products and/or Services ("**Client**") and Granicus, LLC, a Minnesota Limited Liability Company ("**Granicus**").

1. Definitions. For the purpose of this Agreement, the following terms have the corresponding definitions:

"Content" means any material or data: (i) displayed or published on Client's website; (ii) provided by Client to Granicus to perform the Services; or (iii) uploaded into Products.

"Products" means the online or cloud subscription services, on premise software, and embedded software licensed to Client, and hardware components purchased by Client under this Agreement;

"IP Rights" means all current and future worldwide statutory or other proprietary rights, whether registered or unregistered, including but not limited to, moral rights, copyright, trademarks, rights in designs, patents, rights in computer software data base rights, rights in know how, mask work, trade secrets, inventions, domain or company names and any application for the foregoing, including registration rights.

"Order" means a binding proposal, written order, or purchasing document setting forth the Products made available to Client pursuant to this Agreement;

"Services" means the consulting, integration, installation, and/or implementation services to be performed by Granicus as described in the SOW;

"SOW" means a statement of work agreed to by the parties that references this Agreement and describes the Services and Deliverables provided as part of a Services engagement pursuant to the Services provisions set forth in this Agreement; and

2. Intellectual Property Ownership and Use Rights.

- a) **Intellectual Property Ownership.** Granicus and its licensors own all IP Rights in the Products. Client and its authorized users have no right, title or interest in the Products other than the license rights expressly granted herein. All rights not expressly granted in the Products are reserved by Granicus or its licensors.
- b) **License to Products.** Granicus hereby grants Client a non-exclusive, nontransferable license to access and use the Products identified in the Order during the Term set forth therein. In addition to the terms of this Agreement and the Order, product-specific license terms applicable to certain of the Products can be found at granicus.com/legal/licensing and are hereby incorporated into this Agreement by reference. Granicus reserves all right, title and interest in and

to all Granicus Products, including all rights not expressly granted to Client under this Agreement.

- c) **Third Party Contractors.** Client may permit its third-party contractors to access and use the Products solely on behalf of and for the benefit of Client, so long as: (i) such contractor agrees to comply with this Agreement as if it were Client; (ii) Client remains responsible for each contractor's compliance with this Agreement and any breach thereof; and (iii) all volume or transaction-based use of the Products includes use by contractors. All rights granted to any contractor terminate immediately upon conclusion of the Services rendered to Client that give rise to such right. Upon termination of such rights, contractor will immediately cease all use of the Products and uninstall and destroy all confidential or proprietary Granicus information in its possession. Client will certify compliance with this section in writing upon Granicus' request.
- d) **Data Sources.** Client may only upload data related to individuals that originates with or is owned by Client. Client shall not upload data purchased from third parties without Granicus' prior written consent and list cleansing Services provided by Granicus for an additional fee. Granicus will not sell, use, or disclose any personal information provided by Client for any purpose other than performing Services subject to this Agreement.
- e) **Content.** Client can only use Products to share Content that is created by or owned by Client and/or Content for affiliated organizations, provided that use by Client for affiliated organizations is in support only, and not as a primary communication vehicle for such organizations that do not have their own license to the Products. Granicus is not responsible for any Content used, uploaded or migrated by Client or any third party.
- f) **Advertising.** Client shall not use Products to promote products or services available for sale through Client or any third party without Granicus' prior written consent.
- g) **Restrictions.** Client shall not:
 - (i) Use or permit any end user to use the Products to store or display adult content, promote illegal or immoral activities, send or store infringing, obscene, threatening or unlawful or tortious material or disrupt others use of the Products, network services or network equipment, including unsolicited advertising or chain letters, propagation of computer worms and viruses, or use of the Products to make unauthorized entry into any other device accessible via the network or Products;
 - (ii) Use the Products as a door or signpost to another server;

- (iii) Disassemble, decompile, reverse engineer or make derivative works of the Products;
- (iv) Rent, lease, lend, or host the Products to or for any third party, or disclose the Products to any third party except as otherwise permitted in this Agreement or an Order or SOW;
- (v) Use the Products in violation of any applicable law, rule, or regulation, including violation of laws regarding the processing, use, or disclosure of personal information, or violation of any United States export control or regulation, United States embargo, or denied or sanctioned parties prohibitions; or
- (vi) Modify, adapt, or use the Products to develop any software application intended for resale which uses or competes with the Products in whole or in part.

3. Term; Termination.

- a) **Agreement Term.** This Agreement begins on the Effective Date and remains in effect for the period set out in the Order ("**Initial Term**"). Thereafter, this Agreement will continue in effect until all Orders or SOWs have expired or been terminated. If the term of this Agreement extends into fiscal years subsequent to that in which it is approved, such continuation of the Agreement is subject to the appropriation of funds for such purpose by the Client. If funds to effect such continued payment are not appropriated, Granicus agrees to terminate any services supplied to the Client under this agreement, and relieve the Client of any further obligation therefore.
- b) **Order Term.** Each Order will be effective on the date set out therein and will remain in effect during the Initial Term identified in such Order. Each Order will automatically renew for twelve (12) month terms (each, a "**Renewal Term**") unless either party gives the other party notice of non-renewal at least sixty (60) days prior to the end of the applicable Term of the Order. The Initial Term and all Renewal Terms are collectively, the "**Term**".
- c) **SOW Term.** Each SOW will begin on the effective date of the SOW and will remain in effect until the Services are completed, this Agreement is terminated, or the termination date set out in the SOW (the "**Termination Date**"), whichever is later. If no specific Termination Date is designated in the SOW, Client may terminate the SOW upon thirty (30) days written notice to Granicus.
- d) **Termination for Default.** Either party may terminate this Agreement or any Order or SOW by written notice if the other party commits a material breach of this Agreement or the applicable Order or SOW and fails to cure such breach within thirty (30) days after receipt of such notice, or an additional period of time as agreed to by the parties.

e) **Effect of Termination.** Upon expiration or termination of an Order or SOW for any reason: (i) Client's right to access and use the Products will immediately cease (except for perpetual licenses granted under an Order, which will continue to be governed by this Agreement for the duration of the license); (ii) Client will promptly remit any fees due to Granicus under all Orders and SOWs; (iii) Granicus will promptly cease performance of any Services; and (iv) the parties will return or destroy any Confidential Information of the other party in its possession, and certify upon request to the other party of compliance with the foregoing. Client will have thirty (30) days from the expiration date of a subscription to extract or download any Content stored in the Products. Granicus has no obligation to retain any Content after such thirty (30)-day period nor is Granicus responsible for extracting the data on Client's behalf absent separate written agreement and the payment of additional fees.

f) **Survival.** Sections 4 (Fees, Payment), 9 (Confidentiality), 10 (Indemnification), 11 (Limitation of Liability), 13 (Governing Law) and any other clause that by its nature is intended to survive will survive termination of this Agreement indefinitely or to the extent set out therein. **4. Fees; Payment.**

a) **Fees.** Client will pay all fees, costs and other amounts as specified in each Order or SOW. Annual fees are due upfront at the beginning of each annual term. Services fees and one-time fees are due according to the billing frequency specified in each Order or SOW. Granicus may suspend Client's access to any Products if there is a lapse in payment not remedied promptly upon notice to Client. A lapse in the Term of each Order or SOW will require the payment of a setup fee to reinstate the subscription. All fees are exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is Client's responsibility to provide applicable exemption certificate(s).

b) **Payment.** Client will remit payment of the fees due within thirty (30) days of receipt of an accurate invoice from Granicus or its authorized reseller, or if Client is subject to different payment terms imposed by applicable regulation, such required payment duration. Any disputed amounts will be identified in writing to Granicus within the payment period or be deemed accurate and payable. With respect to any amount due to Granicus which is not paid within thirty (30) days of an undisputed invoice, Granicus may apply interest at the rate of one and half percent (1.5%) per month, or such lesser amount required by law, assessed from the due date through the date of payment. Client acknowledges and agrees that orders placed by Client for Products and Services will be non-cancellable and the fees paid are non-refundable unless otherwise expressly stated in the Agreement.

c) **Purchase Orders.** Upon request, Granicus will reference a purchase order number on its invoices if Client provides the corresponding purchase order information to Granicus prior to generating the invoice. Client agrees that a failure to provide Granicus with purchase order information will not relieve Client of its obligations to provide payment in accordance with this section.

d) **Price Changes.** Subject to any price schedule or pre-negotiated fees to which this Agreement or an Order may be subject, Granicus will provide notice of any price changes at least ninety (90) days prior to the end of the current Term, which will become effective as of the next Renewal Term. Renewals at the same volume amount will not increase more than ten percent (10%) over the prior year's fees.

Purchases of additional Products will be at Granicus' then-current price and licenses, subject to volume or transaction metrics, and will be reviewed annually prior to commencement of the Renewal Term, with fees adjusted to cover increases in Client's use.

e) **Cooperative Purchasing.** To the extent permitted by law the terms of this Agreement may be extended for use by other municipalities, school districts and governmental agencies. Orders and SOWs entered into by such third parties are independent agreements between the third party and Granicus and do not affect this Agreement or any Order or SOW between Granicus and Client.

5. Client Responsibilities.

a) **Content.** Client will be solely responsible for the Content submitted to the Products and will comply with all laws, rules and regulations relating to the use, disclosure and transmission of such Content, including providing such to Granicus. Client represents and warrants it has the legal right to provide the Content to Granicus and that such use or disclosure does not violate the intellectual property, privacy or other legal rights of any third party. Client grants Granicus a limited, nonexclusive right during the Term to access and use the Content to provide the Products and Services. Content does not include user feedback related to the Products or Services, which Granicus is free to use without any further permission or consideration to Client. In addition, Content does not include data generated by use of the Products, including system data and data derived from Content in an aggregated and anonymized form, which may be used by Granicus for any and all business purposes including diagnostics and system and product improvements.

b) **Data Backup and Protection.** Client will maintain a back-up of any data or data files provided to Granicus. For certain Products, Granicus offers functionality that requires subscribers to enable password protection of subscriber profiles and associated data. Client assumes all responsibility for implementing and enforcing this security functionality in its sole discretion.

c) **Passwords.** Sign-on credentials used to access the Products are non-transferable. Client is responsible for keeping all passwords secure and for all use of the Products through Client's sign in credentials.

d) **Cooperation.** Client will provide any assistance reasonably required by Granicus to perform the Services, including timely review of plans and schedules for the Services and reasonable access to Client's offices for Services performed onsite.

e) **Third-Party Technology.** Client will be responsible for securing all licenses for third party technology necessary for Granicus to perform the Services (including the right for Granicus to use such technology) and will be responsible for the performance of any third-party providing goods or services to Client related to the Services, including such third party's cooperation with Granicus.

6. **Support.** Basic support and maintenance services provided to Client for Products ("Support") is included in the fees paid for the Granicus Product subscription or maintenance during the Term and will be provided in accordance with the Service Level Agreement set forth at www.granicus.com/legal/licensing. Granicus may update its Support obligations under this Agreement, so long as the level of Support agreed to by the parties is not materially diminished due to such modification.

7. Representations; Warranties; Disclaimers.

a) **Representations.** Each Party represents that it has validly entered into this Agreement and has the legal power to do so. b) **Warranties:**

(i) Each party warrants that it has the rights necessary to grant to the other party the licenses granted in this Agreement.

(ii) Granicus warrants that it will perform its obligations in a professional and workmanlike manner in accordance with industry standards.

(iii) Client's sole and exclusive remedy and Granicus' sole obligation for breach of the warranties in this Section are as follows: (i) for a breach of the warranty in Section 7.b.(i), the indemnity in Section 10 of this Agreement; and (ii) for a breach of the warranty in Section 7.b.(ii) reperformance of the nonconforming Services, provided that Client notifies Granicus of a non-conformity in this Section during the thirty (30) day period following Granicus' completion of the applicable Services.

c) **Disclaimers.** EXCEPT AS EXPRESSLY STATED IN THIS SECTION, THE PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND GRANICUS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. GRANICUS DOES NOT WARRANT THAT PRODUCTS OR SERVICES WILL MEET CLIENT'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE.

8. Services.

a) Granicus will perform Services in accordance with this Agreement and the SOW. Granicus is not obligated to provide any Services unless set out in the SOW. Unless otherwise set out in the SOW or as agreed to by the parties the Services will be performed remotely. Any estimates provided in the SOW, including expected hours to complete the Services and any timeline provided by Granicus, are based on known functional requirements and technical environments as of the effective date of the SOW. Changes

or delays in the work schedule originating with Client are subject to the project change procedure and may result in an increase in fees.

b) Granicus grants Client a non-exclusive, non-transferable, royalty-free, perpetual license to use the Deliverables on behalf of and for the benefit of Client independently and with the Products. Granicus retains all right, title and interest to the Deliverables except for those rights expressly granted to Client and reserves all rights not otherwise expressly granted herein. Deliverables and Services are deemed accepted upon delivery unless otherwise set forth in a SOW. **"Deliverable(s)"** means any computer software, written documentation, reports or materials developed by Granicus specifically for Client pursuant to a SOW;

c) Any modifications to the Services must be in writing and signed by authorized representatives of each party. Granicus personnel performing Services at Client's offices will comply with Client's policies and procedures in effect at such location.

d) If agreed to by the Parties in the SOW, Client will also pay for all reasonable travel-related and out-of-pocket expenses incurred by Granicus in the performance of the Services in accordance with Client's travel and expense policy which will be provided to Granicus in writing (or Granicus' policy if none is provided by Client) and which will be billed monthly and due thirty (30) days following date of invoice.

9. Confidentiality. During performance of the Services, each party may receive Confidential Information of the other party.

a) **"Confidential Information"** means all confidential and/or trade secret information of either party (**"Disclosing Party"**), including but not limited to: (i) Granicus' Products; (ii) non-public information if it is clearly and conspicuously marked as "confidential" or with a similar designation at the time of disclosure; (iii) non-public information of the Disclosing Party if it is identified as confidential and/or proprietary before, during, or promptly after presentation or communication; and (iv) any information that should be reasonably understood to be confidential or proprietary given the nature of the information and the context in which disclosed, in each case that is disclosed to the other party (**"Receiving Party"**) or to which the Receiving Party gains access in connection with performance of the Services.

b) Subject to freedom of information, government transparency, or similar applicable law, each Receiving Party will receive and hold any Confidential Information in strict confidence and will: (i) protect and safeguard the Confidential Information against unauthorized use, publication or disclosure; (ii) not reveal, report, publish, disclose, transfer, copy or otherwise use any Confidential Information except as specifically authorized by the Disclosing Party; (iii) not use any Confidential Information for any purpose other than in performance of this Agreement; (iv) restrict access to Confidential Information to those of its advisors, officers, directors, employees, agents, consultants, contractors and lobbyists who have a need to know, who have been advised of the confidential nature thereof, and who are under express written obligations

of confidentiality or under obligations of confidentiality imposed by law or rule; and (v) exercise at least the same standard of care and security to protect the confidentiality of the Confidential Information received by it as it protects its own confidential information, but no less than a reasonable degree of care.

c) If a Receiving Party is requested or required in a judicial, administrative, or governmental proceeding to disclose any Confidential Information, it will notify the Disclosing Party as promptly as practicable so that the Disclosing Party may seek an appropriate protective order or waiver for that instance, unless such notification is prohibited by law or judicial order. The Parties acknowledge that the Client is governed by the Texas Public Information Act (Chapter 552, Texas Government Code) (the "Act"), and in the event that the Client is required to disclose Confidential Information as required by the Act or by a Texas Attorney General opinion issued pursuant to the Act, the Client shall not be deemed in violation of this Agreement.

d) The foregoing obligations do not apply to information that: (i) is already public or becomes available to the public through no breach of this section; (ii) was in the Receiving Party's lawful possession before receipt from the Disclosing Party; (iii) is lawfully received independently from a third party who is not bound by a confidentiality obligation; or (iv) is independently developed by or on behalf of the Receiving Party without use of any Confidential Information.

e) Upon written request of the Disclosing Party, the Receiving Party agrees to promptly return or destroy all Confidential Information in its possession, and certify its destruction in writing, provided that the Receiving Party may retain a copy of the returned or destroyed items for archival purposes in accordance with its records retention policies and subject to this section.

f) Disclosing Party may be irreparably damaged if the obligations under this section are not enforced and as such may not have an adequate remedy in the event of a breach by Receiving Party of its obligations hereunder. The parties agree, therefore, that Disclosing Party is entitled to seek, in addition to other available remedies, an injunction restraining any actual, threatened or further breaches of the Receiving Party's obligations under this section or any other appropriate equitable order or decree.

10. Indemnification.

a) Granicus will defend, indemnify and hold Client harmless from and against all losses, liabilities, damages and expenses including reasonable attorney fees (collectively, "Losses") arising from any claim or suit by an unaffiliated third party that the Products or Deliverables, as delivered to Client and when used in accordance with this Agreement and the applicable Order or SOW, infringes a valid U.S. copyright or U.S. patent issued as of the date of the applicable Order or SOW (a "Claim").

b) To the extent permitted by applicable law, Granicus will have control of the defense and reserves the right to settle any Claim. Client must notify Granicus promptly of any Claim and provide reasonable cooperation to Granicus, upon Granicus' request

and at Granicus' cost, to defend such Claim. Granicus will not agree to any settlement which requires acknowledgment of fault or an incurred liability on the part of an indemnified party not otherwise covered by this indemnification without indemnified party's prior consent. Client may elect to participate in the defense of any claim with counsel of its choosing at its own expense.

c) If the Products or Deliverables are subject to a claim of infringement or misappropriation, or if Granicus reasonably believes the Products or Deliverables may be subject to such a Claim, Granicus reserves the right, in its sole discretion, to: (i) replace the affected Products or Deliverable with non-infringing functional equivalents; (ii) modify the affected Products or Deliverable to render it noninfringing; or (iii) terminate this Agreement or the applicable Order or SOW with respect to the affected Granicus Product or Deliverable and refund to Client any prepaid fees for the then-remaining portion of the Order or SOW Term.

d) Granicus will have no obligation to indemnify, defend, or hold Client harmless from any Claim to the extent it is based upon: (i) a modification to the Granicus Product or Deliverable by anyone other than Granicus; (ii) a modification made by Granicus pursuant to Client's required instructions or specifications or in reliance on materials or information provided by Client; (iii) combination with the Products or Deliverable with non-Granicus software or data; or (iv) Client's (or any authorized user of Client) use of any Products or Deliverables other than in accordance with this Agreement.

e) This section sets forth Client's sole and exclusive remedy, and Granicus' entire liability, for any Claim that the Products, Deliverables or any other materials provided by Granicus violate or infringe upon the rights of any third party.

11. Limitation of Liability.

a) EXCEPT FOR LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE FOR ANY: (I) SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES; OR (II) LOSS OR DAMAGE TO DATA, LOST PROFITS, SALES, BUSINESS, GOODWILL OR ANTICIPATED SAVINGS, WHETHER AN ACTION IS IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

b) IN NO EVENT, EXCEPT FOR CLIENT'S OBLIGATIONS TO PAY AMOUNTS DUE UNDER THE ORDER OR SOW, OR GRANICUS' INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 10 (INDEMNIFICATION), WILL EITHER PARTY'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS ARISING IN CONNECTION WITH THIS AGREEMENT (IN TORT (INCLUDING NEGLIGENCE), CONTRACT OR OTHERWISE) EXCEED THE AMOUNT OF FEES PAID BY CLIENT TO GRANICUS IN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE THE DAMAGED PARTY NOTIFIES THE OTHER PARTY IN WRITING OF THE CLAIM.

HOWEVER, IF CLIENT HAS PAID NO FEES UNDER THE TERMS OF AN ORDER IN THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF THE INCIDENT GIVING RISE TO THE CLAIM,

THE AGGREGATE LIABILITY OF GRANICUS TO CUSTOMER FOR SUCH CLAIM SHALL NOT EXCEED FIVE THOUSAND DOLLARS (\$5,000).

12. General.

a) Force Majeure. With the exception of payment obligations, any delay in the performance by either party of its obligations hereunder will be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such Party, including, without limitation, any act of God; any fire, flood, or weather condition; any computer virus, worm, denial of service attack; any earthquake; any act of a public enemy, war, insurrection, riot, explosion or strike; provided, that written notice thereof must be given by such Party to the other Party within twenty (20) days after occurrence of such cause or event.

b) Independent Contractor. Each party is an independent contractor and employees of each party are not considered to be employees of the other party. No agency, partnership, joint venture or other joint relationship is created by this Agreement. The parties shall not make any commitments binding on the other or make any representation that they are acting for, or on behalf of, the other. Each party assumes full responsibility for the actions of its personnel while performing the Services and such party will be solely responsible for the supervision, daily direction, control of its personnel, and for the payment of all of their compensation and any taxes related thereto.

c) Publicity. Neither party will use the name of the other party in publicity releases or similar activity without the consent of the other party, except Granicus may include Client's name and logo in client lists and similar communications.

d) Waiver. No waiver of any breach of any provision of this Agreement or the SOW by either party or the failure of either party to insist on the exact performance of any provision of this Agreement or the SOW will constitute a waiver of any prior, concurrent or subsequent breach of performance of the same or any other provisions hereof, and no waiver will be effective unless made in writing.

e) Notices. Other than routine administrative communications, which may be exchanged by the Parties via email or other means, all notices, consents, and approvals hereunder will be in writing and will be deemed to have been given upon: (i) personal delivery; (ii) the day of receipt, as shown in the applicable carrier's systems, if sent via FedEx, UPS, DHL, or other nationally recognized express carrier; (iii) the third business day after sending by U.S. Postal Service, First Class, postage prepaid, return receipt requested; or (iv) sending by email, with confirmed receipt from the receiving party. Either Party may provide the other with notice of a change in mailing or email address in which case the mailing or email address, as applicable, for that Party will be deemed to have been amended. Client's mailing and email address are as set forth in the Order. The mailing and email address of Granicus is as follows:

Granicus
Contracts
408 St. Peter Street, Suite 600, Saint Paul, MN 55102
(651) 757-4154
contracts@granicus.com

f) Severability. If any provision of this Agreement, Order, or SOW, or portion thereof, is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such provision will be severed and the remaining provisions of the Agreement, Order or SOW will remain in full force and effect.

g) Assignment. Neither Party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party (such consent not to be unreasonably withheld); provided that either Party may assign this Agreement with reasonable notice to the other party to an affiliate or to a successor in interest resulting from acquisition of all, or substantially all, of the assigning party's business by means of merger, stock or asset purchase, or otherwise. Any assignment or attempted assignment in violation of this Agreement will be null and void.

h) Amendment. This Agreement may not be amended or modified except by a written instrument signed by authorized representatives of both Parties.

i) Applicable Law. Each party will, at all times, exercise its rights and perform its obligations under this Agreement in compliance with all applicable law, rules, and regulations.

j) Headings. The various section headings of this Agreement are inserted only for convenience of reference and are not intended, nor will they be construed to modify, define, limit, or expand the intent of the Parties.

k) No Third-Party Beneficiaries. This Agreement is binding upon and insures solely to the benefit of the Parties hereto and their respective permitted successors and assigns; there are no third-party beneficiaries to this Agreement.

13. Governing Law. If Client is a public entity (a state or any agency or authority thereof, or county, city or town, public educational institution or other entity that serves a public purpose), this Agreement will be governed by and construed in accordance with the laws of the state in which the public entity is located, with venue being a court of competent jurisdiction within such state. If Client is the Federal government of the United States or any branch or agency thereof, this Agreement will be governed by the laws of the United States with venue being any Federal district court of competent

jurisdiction. If Client is a private or commercial entity, this Agreement will be governed by the laws of the state of New York, without reference to the state's conflict of law principles, with exclusive jurisdiction of the state and federal courts located in the borough of Manhattan, New York, New York. If Client is located in Canada, this Agreement will be governed by the laws of the Province of Ontario with suit brought only in the General Division of the Ontario Court of Justice. No applicable principals of conflicts of laws, imputed terms of the Uniform Commercial Code, or the United Nations Convention on contracts for the international sale of goods will apply to this Agreement.

14. Entire Agreement. This Agreement and Orders and SOWs governed by this Agreement constitutes the entire agreement between Granicus and Client, and supersedes all prior agreements, requests for proposals or pricing and the corresponding responses, understandings, representations or correspondence relevant to the subject matter hereof. Perpetual licenses granted to Client under prior agreements remain in full force and effect. Inconsistencies between documents will be resolved in the following order: (i) this Agreement; (ii) Orders and SOWs; (iii) all other purchase documents executed by the parties (except for any pre-printed or standard terms contained on purchase orders which shall have no force or effect); (iv) Granicus' response to Client's RFI, RFP, RFQ; and (v) Client's RFI, RFP, RFQ. If Client issues a purchase order, Granicus hereby rejects any additional or conflicting terms appearing on the purchase order or any other ordering materials submitted by Client. Client has not been induced to enter into this Agreement or the SOW by any representations or promises not specifically stated herein.

15. Statutory Verifications.

- a) The signatory executing this contract on behalf of Granicus verifies that Granicus does not boycott Israel and will not boycott Israel during the term of this Agreement.
- b) Granicus represents that Granicus and all wholly owned subsidiary, majority-owned subsidiary, parent Granicus and affiliates of Granicus do not, and will not for the duration of this agreement, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association. Further, Granicus represents that Granicus and all wholly owned subsidiary, majority-owned subsidiary, parent Granicus and affiliates of Granicus do not, and will not for the duration of this agreement, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association. The phrase "Discriminates Against a Firearm Entity or Firearm Trade Association" as used in this paragraph have the meanings assigned to the phrase "Discriminate Against a Firearm Entity or Firearm Trade Association" in Section 2274.001(3) of the Texas Government Code, as amended.
- c) Granicus represents that neither Granicus nor any wholly owned subsidiary, majority-owned subsidiary, parent Granicus or affiliate of Granicus (i) boycotts

energy companies or (ii) will boycott energy companies through the term of this Agreement. The phrase "Boycott Energy Companies" as used in this paragraph have the meanings assigned to the phrase "Boycott Energy Company" in Section 809.001 of the Texas Government Code, as amended.

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



EXECUTIVE SUMMARY
1/18/2024

AGENDA SUBJECT:

Award of Solicitation CIPS24-001 to C. C. Carlton Industries, LTD for construction services for the RM2243 Reclaimed Waterline Improvements project (CIP WW.46); in the amount of \$6,967,478.75; and authorizing the Interim City Manager to execute any and all necessary documents.

BACKGROUND:

Solicitation CIPS24-001 was issued in October 2023 for the procurement of the construction services for the RM2243 Reclaimed Waterline Improvements project.

The solicitation was announced through:

- The Hill Country News
- City of Leander website
- Civcast
- Bidnet
- State of Texas ESBD website (statewide notice)
- Williamson County CMBL and HUB vendor notification

One hundred and thirty-three (133) direct e-mails were sent to vendors obtained from the CMBL list and five hundred and thirteen (513) vendors were invited through Bonfire. Two (2) bids were received. C. C. Carlton Industries, LTD was selected as the lowest qualified bidder.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

City staff recommends award of Solicitation CIPS24-001 to C. C. Carlton Industries, LTD.

PRESENTER:

Tony Bettis, CIP Program Manager

Fiscal Impact

<u>Amount requested:</u>	\$6,967,478.75
<u>Approved in current budget (Yes / No):</u>	Yes

Expenditure (New / Amended):

New

Recurring or one-time:

One-Time

Fund source (Operating / Utility / etc.):

Utility & ARPA Grant 27-03-8714 68-02-8714 & 23-02-8714

Attachments:

1. WW.46 RM2243 Reclaimed Water System Improvements - Vendor Signed
2. LetterOfRecommendation 1-8-2024_Signed
3. RM 2243 Reclaimed Water System Bid Tab

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

This Agreement is by and between **CITY OF LEANDER, a Texas Municipal Corporation** ("Owner") and **C.C. Carlton Industries, LTD** ("Contractor").

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

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Improvements including, but not limited to, the installation of a new reclaimed water line which can service new development providing non-potable water for irrigation, construction, and industrial services. This involves the addition of two pumping stations, a 250,000-gallon ground storage tank, filling station, and service piping out to the new Northline neighborhood development. Also, the addition includes, but not limited to, the installation of fiber optic duct bank, including excavation, PVC conduit, pull tape, warning tape and controlled low strength material.**

ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **RM2243 Reclaimed Waterline Improvements project.**

ARTICLE 3—ENGINEER

- 3.01 The Owner has retained **George Butler Associates, Inc.** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by **George Butler Associates, Inc.**

ARTICLE 4—CONTRACT TIMES

- 4.01 *Time is of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Dates*
- A. The Work will be substantially complete on or before **three hundred and ninety (390) days** and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **four hundred and twenty (420) days.**

4.05 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. *Substantial Completion*: Contractor shall pay Owner one-thousand dollars **\$1,000.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner one-thousand dollars **\$1,000.00** for each day that expires after such time until the Work is completed and ready for final payment.
 3. *Milestones*: Contractor shall pay Owner one-thousand dollars **\$1,000.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.05.A.1 will apply, rather than the Milestone rate.
 4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.06 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5—CONTRACT PRICE

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

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

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
1.01	Silt Fence	LF	6820	\$ 5.00	\$ 34,100.00
1.02	Stabilized Construction Entrance	EA	2	\$ 3,000.00	\$ 6,000.00
1.03	Concrete Washout Station	LS	1	\$ 1,150.00	\$ 1,150.00
1.04	Sidewalk	LF	280	\$ 40.00	\$ 11,200.00
1.05	Chain-Link Fence (including gates)	LF	150	\$ 170.00	\$ 25,500.00
1.06	Restoration and Revegetation	SY	1400	\$ 3.00	\$ 4,200.00
1.07	Clearing and Grubbing	ACR	1.5	\$ 5,500.00	\$ 8,250.00
1.08	Tree Mitigation - Tree Removal and Replacement	LS	1	\$ 12,500.00	\$ 12,500.00
1.09	Tree Protection Fencing	LF	175	\$ 6.00	\$ 1,050.00
2.01	Diversion Facility	LS	1	\$ 45,000.00	\$ 45,000.00
2.02	6" WL	LF	300	\$ 90.00	\$ 27,000.00
2.03	12" WL	LF	8010	\$ 125.00	\$ 1,001,250.00
2.04	16" WL	EA	380	\$ 500.00	\$ 190,000.00
2.05	2" Automatic Release Valves	EA	6	\$ 5,350.00	\$ 32,100.00
2.06	24" Bore and Case	LF	275	\$ 1,350.00	\$ 371,250.00
2.07	Asphalt Pavement Repair	LF	135	\$ 140.00	\$ 18,900.00
2.08	Concrete Curb Repair	LF	8	\$ 125.00	\$ 1,000.00
1.07	Clearing and Grubbing	ACR	5	\$ 5,500.00	\$ 27,500.00
2.10	Restoration and Revegetation	LF	7735	\$ 4.25	\$ 32,873.75
2.11	Trench Safety	LF	7735	\$ 1.00	\$ 7,735.00
2.12	Traffic Controls	MO	2	\$ 10,500.00	\$ 21,000.00
3.01	Meters	EA	2	\$ 17,500.00	\$ 35,000.00
3.03	Transfer Pump Station	LS	1	\$ 1,586,000.0	\$ 1,586,000.00
3.04	High Service Pump Station	LS	1	\$ 1,311,250.00	\$ 1,311,250.00
3.05	10,000 Hydrotank	EA	2	\$ 107,100.00	\$ 214,200.00

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
3.06	Chlorination Station	LS	1	\$ 85,000.00	\$ 85,000.00
3.07	250,000 GST	GAL	250000	\$ 1.75	\$ 437,500.00
3.08	Filter System	LS	1	\$ 67,500.00	\$ 67,500.00
3.09	Filling Station	LS	1	\$ 125,000.00	\$ 125,000.00
4.01	Fiber Optic Duct Bank	LF	5930	\$ 125.00	\$ 741,250.00
4.02	Fiber Reinforced Polymer Concrete Pull Box (24" x 36" x 36")	EA	22	\$ 4,610.00	\$ 101,420.00
4.03	16' Bore and Case with Fiber Optic Duct Bank	LF	380	\$ 1,010.00	\$ 383,800.00
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$ 6,967,478.75

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

- B. Total of Lump Sum Amounts and Unit Price Work (subject to final Unit Price adjustment) **Six million nine hundred sixty-seven thousand four hundred seventy-eight dollars seventy-five cents [\$6,967,478.75].**
- C. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Owner and Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **30th** day from Owner approval of Application for Payment of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions or, as may be provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

- a. **Ninety-Five (95)** percent of the value of the Work completed (with the balance being retainage).
 - b. **Eighty (80)** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
 - B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **Ninety-Five (95)** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **Five (5)** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.
- 6.03 *Final Payment*
- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.
- 6.04 *Consent of Surety*
- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.
- 6.05 *Interest*
- A. All amounts not paid when due will bear interest at the rate of **4.25%** percent per annum.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

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

12. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Project Schedule
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above) and the terms and conditions of the Contract Documents are incorporated by reference and made part of this Agreement.
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and

performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the

- standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.
- B. Although drawn by Owner, both parties hereto expressly agree and assert that in the event of any dispute over its meaning or application, this Agreement shall be interpreted reasonably and fairly, and neither more strongly for nor against either party.
 - C. This Agreement is to be governed by and shall be construed in accordance with the laws of the State of Texas without regard to conflicts of law principles, thereof. Proper venue for any dispute or litigation shall be only in Williamson County, Texas.
 - D. This Agreement and all rights and obligations contained herein may not be assigned by Contractor without the prior written approval of the City. However, Contractor shall have the right to employ such assistance as may be required for the performance of the project, including the use of subcontractors, which employment shall not be deemed an assignment of the Contractors’ rights and duties hereunder.
 - E. To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, Contractor represents that neither Contractor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Contractor (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms “boycotts Israel” and “boycott Israel” as used in this paragraph have the meanings assigned to the term “boycott Israel” in Section 808.001 of the Texas Government Code, as amended.
 - F. To the extent this Agreement constitute a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, Contractor represents that Contractor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Contractor is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.
 - G. Contractor hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and to the extent such Section is not inconsistent with a governmental entity’s constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds. As used in the foregoing verification, “boycott energy company” means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by the preceding statement in (A).
 - H. Contractor hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive

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

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

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

This Agreement will be effective on **the date the last signature and full execution of this agreement.**

Owner:

CITY OF LEANDER

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name: Isaac D. Turner

(typed or printed)

Title: Interim City Manager

(typed or printed)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

Contractor:

C. C. Carlton Industries, Ltd.

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name: Benjamin Lyon

(typed or printed)

Title: CEO of CCCI

(typed or printed)

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

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

3102 Bee Caves Rd.

Ste. 200

Austin, TX 78746

Designated Representative:

Name:

Donald W. Holcomb

(typed or printed)

Title:

General Counsel

(typed or printed)

Address:

13625 Ronald Reagan Blvd.

Bldg. One, Ste. 100

Cedar Park, TX 78613

Phone:

512-476-1121 Ext. 3

Email:

dwh@khctlaw.com

License No.:

(where applicable)

State:



1500 County Road 269
Leander, TX 78641

Mailing Address:
9601 Amberglen Blvd. #109
Austin, TX 78729

January 1, 2024

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

Re: RM 2243 Reclaimed Water System Improvements
CIP Project No.: WW.46
Letter of Award Recommendation

Dear Ms. Ellison:

Bids for the above-referenced project were publicly opened and read on December 7, 2023. As reflected on the attached Bid Tabulation, a total of two (2) bids were received. The lowest, responsive, responsible bidder for all Base and Alternate Bid work was C. C. Carlton Industries, Ltd. We have contacted this bidder and confirmed they want the contract at the amount bid.

The low bid amount for all Base Bid and Alternate Bid work has been confirmed by City Staff to be within the fundable range. As a result of our evaluation and verification of contractor references, we hereby recommend the City award a construction contract to C. C. Carlton Industries, Ltd. in the amount of \$6,957,478.75 for all Base Bid and Alternate Bid with final amounts dependent on actual installed quantities.

We have prepared a Notice of Award and Agreement for execution by the City Manager in the event the City Council votes in accordance with this recommendation. Please let us know if you should have any questions in this regard.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Ashley Chester', with a stylized, flowing script.

Ashley Chester, EIT
PN: 15057.00

								C. Carlton Industries, L		Prota, Inc	
								Total Cost	\$ 6,967,478.75	\$ 8,386,380.0	
								Selected #	0	0	
								Selected (\$)	\$ 0	\$ 0	
#	Locked	Items	Selected	Lowest	ItemNo.	UnitMeasure	QuantityRec	UnitPrice	TotalCost	UnitPrice	TotalCost
1	1.00 Water Reclamation Plant Site Improvements (9)										
#1-1		Silt Fence	\$ 0	\$ 34,100.0	1.01	LF	6820	\$ 5	\$ 34,100.0	\$ 5	\$ 34,100.0
#1-2		Stabilized C	\$ 0	\$ 5,000.0	1.02	EA	2	\$ 3,000.0	\$ 6,000.0	\$ 2,500.0	\$ 5,000.0
#1-3		Concrete V	\$ 0	\$ 1,150.0	1.03	LS	1	\$ 1,150.0	\$ 1,150.0	\$ 2,000.0	\$ 2,000.0
#1-4		Sidewalk	\$ 0	\$ 4,200.0	1.04	LF	280	\$ 40	\$ 11,200.0	\$ 15	\$ 4,200.0
#1-5		Chain-Link	\$ 0	\$ 19,500.0	1.05	LF	150	\$ 170	\$ 25,500.0	\$ 130	\$ 19,500.0
#1-6		Restoratio	\$ 0	\$ 4,200.0	1.06	SY	1400	\$ 3	\$ 4,200.0	\$ 17	\$ 23,800.0
#1-7		Clearing an	\$ 0	\$ 8,250.0	1.07	ACR	1.5	\$ 5,500.0	\$ 8,250.0	\$ 7,500.0	\$ 11,250.0
#1-8		Tree Mitiga	\$ 0	\$ 12,500.0	1.08	LS	1	\$ 12,500.0	\$ 12,500.0	\$ 40,000.0	\$ 40,000.0
#1-9		Tree Protec	\$ 0	\$ 1,050.0	1.09	LF	175	\$ 6	\$ 1,050.0	\$ 6	\$ 1,050.0
2	2.00 Water Reclamation Linework (12)										
#2-1		Diversion F	\$ 0	\$ 18,500.0	2.01	LS	1	\$ 45,000.0	\$ 45,000.0	\$ 18,500.0	\$ 18,500.0
#2-2		6" WL	\$ 0	\$ 27,000.0	2.02	LF	300	\$ 90	\$ 27,000.0	\$ 105	\$ 31,500.0
#2-3		12" WL	\$ 0	\$ 1,001,250.0	2.03	LF	8010	\$ 125	\$ 1,001,250.0	\$ 160	\$ 1,281,600.0
#2-4		16" WL	\$ 0	\$ 133,000.0	2.04	EA	380	\$ 500	\$ 190,000.0	\$ 350	\$ 133,000.0
#2-5		2" Automai	\$ 0	\$ 32,100.0	2.05	EA	6	\$ 5,350.0	\$ 32,100.0	\$ 8,000.0	\$ 48,000.0
#2-6		24" Bore ar	\$ 0	\$ 357,500.0	2.06	LF	275	\$ 1,350.0	\$ 371,250.0	\$ 1,300.0	\$ 357,500.0
#2-7		Asphalt Pav	\$ 0	\$ 18,900.0	2.07	LF	135	\$ 140	\$ 18,900.0	\$ 335	\$ 45,225.0
#2-8		Concrete C	\$ 0	\$ 960	2.08	LF	8	\$ 125	\$ 1,000.0	\$ 120	\$ 960
#2-9		Clearing an	\$ 0	\$ 27,500.0	1.07	ACR	5	\$ 5,500.0	\$ 27,500.0	\$ 7,500.0	\$ 37,500.0
#2-10		Restoratio	\$ 0	\$ 32,873.75	2.10	LF	7735	\$ 4.25	\$ 32,873.75	\$ 20	\$ 154,700.0
#2-11		Trench Saf	\$ 0	\$ 7,735.0	2.11	LF	7735	\$ 1	\$ 7,735.0	\$ 3	\$ 23,205.0
#2-12		Traffic Con	\$ 0	\$ 21,000.0	2.12	MO	2	\$ 10,500.0	\$ 21,000.0	\$ 20,000.0	\$ 40,000.0
3	3.00 Facilities (8)										
#3-1		Meters	\$ 0	\$ 35,000.0	3.01	EA	2	\$ 17,500.0	\$ 35,000.0	\$ 49,795.0	\$ 99,590.0
#3-2		Transfer Pu	\$ 0	\$ 819,000.0	3.03	LS	1	\$ 1,586,000.0	\$ 1,586,000.0	\$ 819,000.0	\$ 819,000.0
#3-3		High Servic	\$ 0	\$ 1,311,250.0	3.04	LS	1	\$ 1,311,250.0	\$ 1,311,250.0	\$ 1,560,000.0	\$ 1,560,000.0
#3-4		10,000 Hyd	\$ 0	\$ 214,200.0	3.05	EA	2	\$ 107,100.0	\$ 214,200.0	\$ 300,000.0	\$ 600,000.0
#3-5		Chlorinatio	\$ 0	\$ 80,000.0	3.06	LS	1	\$ 85,000.0	\$ 85,000.0	\$ 80,000.0	\$ 80,000.0
#3-6		250,000 GS	\$ 0	\$ 437,500.0	3.07	GAL	250000	\$ 1.75	\$ 437,500.0	\$ 3	\$ 750,000.0
#3-7		Filter Syste	\$ 0	\$ 67,500.0	3.08	LS	1	\$ 67,500.0	\$ 67,500.0	\$ 540,000.0	\$ 540,000.0
#3-8		Filling Stati	\$ 0	\$ 125,000.0	3.09	LS	1	\$ 125,000.0	\$ 125,000.0	\$ 195,000.0	\$ 195,000.0
4	4.00 Alternate Bid - Fiber Optic Duct Bank (3)										
#4-1		Fiber Optic	\$ 0	\$ 741,250.0	4.01	LF	5930	\$ 125	\$ 741,250.0	\$ 140	\$ 830,200.0
#4-2		Fiber Reinf	\$ 0	\$ 101,420.0	4.02	EA	22	\$ 4,610.0	\$ 101,420.0	\$ 10,000.0	\$ 220,000.0
#4-3		16' Bore ar	\$ 0	\$ 380,000.0	4.03	LF	380	\$ 1,010.0	\$ 383,800.0	\$ 1,000.0	\$ 380,000.0



EXECUTIVE SUMMARY
1/18/2024

AGENDA SUBJECT:

Approval of the oversizing costs from 8-inch waterlines to 16-inch waterlines reimbursable expenses as stated in the terms of the Greatwood South Development Agreement in the amount of \$235,805.00; and authorizing the Interim City Manager to execute any and all necessary documents.

BACKGROUND:

On December 3, 2020, the City Council approved a development agreement with JL Development, Inc. for Greatwood South Development. This agreement was amended on November 16, 2023, to specify that the city will reimburse the cost for oversize water utility lines requested by the city. The reimbursable expenses are for the incremental cost of oversizing an 8-inch PVC water line to a 16-inch PVC water line. The developer shall be entitled to reimbursement for city cost participation subject to the provisions and limitations set forth in the agreement.

The engineer is required to submit the bid tabs for the reimbursable expenses in accordance with the development agreement. City staff reviewed the bids and found them acceptable for reimbursement.

The submitted reimbursable expense for the development bid recommended by JL Gray is \$235,805.00 for oversizing the water line.

The reimbursement for this expense will be made by rebating 100% of the water impact fees as future users connect to the lines until the full reimbursable expenses are paid as outlined in the development agreement.

HISTORY/TIMELINE:

- December 3, 2020 - City Council approval of development agreement for Greatwood South Development
- November 16, 2023 - City Council approval of amendment to development agreement

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends the approval of the reimbursable amount of \$235,805.00 for the water line oversizing by rebating the water impact fees at a 100% rate until the total amount is reached.

PRESENTER:

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

	<u>Fiscal Impact</u>
<u>Amount requested:</u>	\$235,805.00
<u>Approved in current budget (Yes / No):</u>	Yes
<u>Expenditure (New / Amended):</u>	Amended
<u>Recurring or one-time:</u>	One-Time
<u>Fund source (Operating / Utility / etc.):</u>	Utility Water Impact Fees

Attachments:

1. 20-DA-006 Greatwood South First Amendment aka Woodland Estates - 11.16.2023
2. Woodland Estates Bid Tab with Notes

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT FOR GREATWOOD SOUTH DEVELOPMENT

This First Amendment to Development Agreement for Greatwood South Development (this “**Amendment**”) is made and entered into, effective as of the 16 day of November, 2023 (the “**Effective Date**”), by and between the **City of Leander, Texas**, a Texas home rule municipal corporation (the “**City**”) and **Leander Land Holdings I, LLC**, a Texas limited liability company (the “**Developer**”). The City and the Developer are sometimes referred to herein collectively as the “**Parties**” and individually as a “**Party**”. The Parties agree as follows.

RECITALS

WHEREAS, the City and **JL Development, Inc.**, a Texas Corporation (the “**Previous Developer**”), entered into the Development Agreement for Greatwood South Development (the “**Development Agreement**”), relating to approximately 120 acres in Williamson County, Texas (the “**Property**”), effective as of December 3, 2020, and recorded as Document No. 2020155732, Official Public Records of Williamson County, Texas;

WHEREAS, subsequent to the adoption of the Development Agreement, the Previous Developer, the City, and the Developer entered into an Assignment and Assumption of Development Agreement for Greatwood South Development, effective as of January 6, 2022, and recorded as Document No. 2022005202, Official Public Records of Williamson County, Texas, whereby the Previous Developer assigned, transferred, and conveyed to Developer all of Previous Developer’s right, title, and interest to and under the Development Agreement and the City provided its consent to such assignment in accordance with Section 8.01 of the Development Agreement;

WHEREAS, in developing the Property, the Developer will undertake the construction of certain Public Improvements, including an offsite waterline, internal waterlines, related water infrastructure, drainage infrastructure, internal subdivision streets, including those items required under the Development Agreement and required by City Ordinances (the “**Public Improvements**”);

WHEREAS, the City and the Developer desire to amend certain provisions in Article IV of the Agreement relating to the Developer’s Water Line Project on the Property, as more particularly set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Development Agreement as follows:

AGREEMENT

1. Article IV of the Development Agreement, pertaining to the Developer’s Water Line Project, is hereby amended to read as follows:

Article IV. Developer's Water Line Project

4.01. Water Line Project. The Water Line Project consists of the construction, installation, and extension of approximately 3,808 linear feet more or less of an eight inch (8") water line, oversized to a sixteen inch (16") water line, through the Development, along the route approved by the City and described as the "Water Line" as illustrated in Exhibit "C" (the "**Water Line Project**"). The Water Line Project includes the water line, encasement, and those facilities and equipment required for the water line to function efficiently, to provide service to the Property, and to comply with all applicable state and local rules, regulations, the construction plans approved by the City (the, "Project Construction Plans") and standards and good design and engineering practices. In the event of a conflict between the description of the Water Line Project and this Agreement and the Construction Plans, the Project Construction Plans shall control.

4.02. Standards for the Water Line Project. Developer shall contract for, fund, and pay for the design, construction and installation the Water Line Project in accordance with this Agreement, the approved construction plans, applicable local, state, and federal regulations, and good design and engineering practices. The Developer shall construct the Water Line Project within the right-of-way of internal streets within the Development. The Water Line Project shall be completed by Developer and Developer shall obtain City acceptance of the Water Line Project in accordance with the procedures and time frames set forth in the City's Subdivision Ordinance. The Developer shall be entitled to reimbursement for City Cost Participation (as defined herein), subject to the provisions and limitations set forth in this Agreement

4.03. Water Line Project Engineer. Developer will retain a licensed professional engineer to prepare the design, construction plans and specifications, and supporting documentation for the Water Line Project in accordance with good engineering practices, the design and construction standards of all applicable state and local regulations and this Agreement ("**Project Engineer**"). The Project Engineer will work and coordinate with the City Engineer to obtain the timely review and approval by Developer, the City Engineer and the Planning Director of the design, plans, specifications and construction of the Water Line Project. The Developer shall obtain City Engineer and City Council approval of the Reimbursable Costs of the Water Line Project (defined in Section 4.09) before the Developer commences work on the Water Line Project. Developer shall be responsible for ensuring that the Project Engineer complies with the terms of this Agreement, including the responsibilities assigned to the Project Engineer herein.

4.04. Bidding of the Water Line Project. The City shall participate in the cost of constructing the Water Line Project under Subchapter C, Chapter 212, Texas Local Government Code, and as provided in this Agreement. Developer shall enter into a contract for construction of the Public Improvements, which shall include the Water Line Project. Prior to entering such contract, the Developer shall solicit private bids for the Water Line Project based on the City Engineer approved design, plans and specifications, and recommend the lowest qualified bidder/contractor to the City. Prior to bidding the Water Line Project, the Developer shall provide the City Engineer with a copy of the documents soliciting bids. The City Engineer will review the description of the Water Line Project for compliance with this Agreement. The Developer shall make any changes to the bid documents required by the City Engineer. The Water Line Project private bids will be stated or quoted as follows: The bids for the Water Line

Project shall be solicited with an alternate bid being required for an eight-inch (8") water line ("**Alternate #1**") and a sixteen inch (16") water line ("**Alternate #2**"), together with all equipment and related facilities and structures shown on the City approved plans and specifications for the Water Line Project. The bids for the Water Line Project shall also solicit alternative bids for the use of PVC pipe and ductile iron for each Alternate #1 and Alternate #2. The decision to use PVC or ductile iron for the Water Line Project will be made by the City Engineer based on the City Engineers professional opinion and the specifications and plans. Materials shall be chosen based on the best value available at the time of bid. The responsive bids must clearly demonstrate the amount bid for the Water Line Project separate from the Public Improvements and any other improvements included in the contract.

4.05. City Council Approval of Bids. The City Engineer shall evaluate the bids to determine whether the bids are fair and balanced prior to accepting a recommendation of bid award. Any unbalanced or skewed bids, as determined by bid tabulations will be appropriately corrected or rejected by the City. Within ten (10) business days of the City's receipt of the bids, the City Engineer will notify Developer of his/her decision on whether to recommend to the City Council approval or rejection of the bids and whether the City elects to proceed with the oversizing of the Water Line Project and the pipe material that will be required. If the City participates in the oversizing of the Water Line Project, the City shall select the type of pipe that will be used for the Water Line Project based on the bids submitted and the Developer shall install the pipe selected by the City. If the City Engineer recommends approval of the bid, then the approval of the bid will be placed on the next available City Council agenda for action, not to exceed sixty (60) business days from the date the City received the bids. In the event that the Reimbursable Costs (defined hereunder) exceed thirty percent (30%) of the cost of the Public Improvements that are dedicated to the City, the Developer shall be required to competitively bid the Water Line Project.

4.06. Payment and Performance Bonds Required. The Developer shall execute payment and performance bonds to ensure completion of the Water Line Project and payment of subcontractors. The bonds shall be for one hundred and ten percent (110%) of the cost of constructing the Water Line Project as reflected in the bids approved by the City, shall be in a form acceptable to the City, and shall comply with Chapter 2253, Texas Government Code. The Developer shall provide original, sealed, and complete copies of the executed bonds prior to the commencement of work. Copies of the bonds shall be incorporated herein by reference as a part of this Agreement. The bonds shall comply with and be governed by the City's ordinances that govern fiscal security for subdivision improvements.

4.07. Contracting for Water Line Project. After the City Council's approval, Developer will contract for the construction of the Water Line Project.

4.08. Water Line Project Facilities Costs and Expenses. Developer shall contract for, fund and pay for the design, bidding, contract negotiation, installation and, construction of the Water Line Project and shall be entitled to payment for a portion of the Water Line Project, of one hundred percent (100%) of the Reimbursable Costs (defined in Section 4.10 below) from the City, based on the oversizing of the Water Line Project, subject to the provisions and limitations set forth in this Agreement. The Developer shall not receive any rebate, payment, or

contribution from the City for any part or portion of any amenity or improvement required to be constructed within the Property; except that that Developer shall be eligible to receive payment up to the amount of the Reimbursable Costs for the portion of the Water Line Project that is being oversized as provided in this Agreement.

4.09. Reimbursable Costs. The “**Reimbursable Costs**” for the Water Line Project shall be the algebraic difference between the dollar amount of the approved bid for Alternate #1 and the dollar amount of the approved bid for Alternate #2; provided that all such sums and amounts shall have been paid by Developer and are reasonable, necessary, and documented to and approved by the City Engineer and Executive Director of Development Services, or the City Council, as applicable. Developer shall not receive or be entitled to receive any reimbursements for any of the costs attributable to any portion of the Water Line Water Line Project that is not oversized and installed and constructed by Developer. The anticipated reimbursable costs are expected to be approximately \$250,000. In the event that the City Council approves the bid for the oversizing of the Water Line Project (Water Line Alternate #2), the City Council will make a specific finding to define the specific amount of the Reimbursable Costs at the same City Council meeting, which shall not exceed 30% of the costs of the Public Improvements.’

4.10. Project Cost Overruns. To the extent the actual costs of the Water Line Project exceed the costs included in the bids approved by the City under Section 4.04, the Developer may request that the City Engineer review all invoices, change orders, pay applications, receipts, and/or other relevant documentation relating to the actual costs for the Water Line Project. The City Engineer will review all documentation relating to the increased costs of the Water Line Project within thirty (30) days of the Developer’s request. Upon the approval of the increased actual costs of the Project by the City Engineer, the City Council will consider an item at their next regularly scheduled meeting to amend the total amount of the Reimbursable Costs for the Water Line Project to account for increased costs relating to the Water Line Project. If the total amount of Reimbursable Costs is amended, the City will adjust the payment of Impact Fee Rebates accordingly, as described in Section 4.11. In no event shall Reimbursable Costs, including any project overruns, exceed 30% of the costs of the Public Improvements.

4.11. City Cost Participation. If the City elects to proceed with the construction of the Water Line Alternate #2, pursuant to subsection 4.04, the Reimbursable Costs for the Water Line Project shall be paid by the City to the Developer by impact fee rebate, as described herein. (the “**City Cost Participation**”).

(a) **Payment of Impact Fees.** Developer its grantees, successors, assigns, and subsequent purchasers of any portion of the Property, agree that each lot, tract, parcel, or building site within the Property that will be provided water service by the City shall be required to pay the City’s water impact fee (the, “**Impact Fee**”), established pursuant to Chapter 395 of the Texas Local Government Code, in the amount that is established by the City Capital Improvements Plan and City Ordinance, as amended, pursuant to applicable state law. The Impact Fee shall be payable with respect to a lot, tract, parcel, or building site at the time the building permit for each building or structure is applied for, or, if no building permit is required, then upon the first to occur the following: (a) the date construction of the building or structure is first commenced, (b) the date an

application is made to the City for a water connection to serve the building or structure, or (c) the date water service is requested for the lot, tract, or parcel of land.

(b) **Impact Fee Reimbursement.** Subject to the terms, conditions, and limitations of this Agreement, during the term of this Agreement, Developer shall receive a rebate of one hundred percent (100%) of the Water Impact Fees paid to the City for connections to the City water utility system within the Property (the, “**Impact Fee Rebates**”). The Impact Fee Rebates will terminate on the earlier to occur of: (i) Developer receiving Impact Fee Rebates, or a combination of Impact Fee Rebates and one or more payments from the City equal to the Reimbursable Costs; (ii) the expiration of this Agreement, or (iii) the termination of this Agreement by reason of Developer fault. The City may at any time, in its sole discretion, pay the Developer the balance of the Reimbursable Costs from any source of funds available to the City in one or more lump sum payments. The City may suspend payment of Impact Fee Rebates if Developer is in default of the Agreement until such time that Developer cures the default.

(c) **Payment of Impact Fee Reimbursements.** Impact Fee Rebates will be paid by the City to Developer quarterly in arrears. Impact Fee Rebates will be paid on or before the 15th day of each April, July, October and January following the date the City receives the Water Impact Fees. The payments will be in an amount equal to one hundred percent (100%) of the Water Impact Fees collected by City during the three (3) calendar months preceding the month the scheduled payment is due and payable. For example, if the City collects Water Impact Fees for the connection of two (2) single-family lots within the Property in February and March 2024, on or before the 15th day of April 2024, the City will pay an Impact Fee Rebate to Developer (or its assignee) in an amount equal to one hundred percent (100%) of the Water Impact Fees for the two (2) single-family lots within the Property plus such other Water Impact Fees as were collected during the prior quarter. Notwithstanding any other term or provision of this Agreement, the City will discontinue rebating Water Impact Fees at such time, if any, as Developer, its grantees, successors and assigns, have: (i) been paid Water Impact Fees in an amount equal to the Reimbursable Costs of the Water Line Project; or (ii) been paid a combination of Water Impact Fees and one or more payments from the City in amounts equal to the Reimbursable Costs of the Water Line Project. It is further specifically provided that Developer shall not receive Impact Fee Rebates at anytime that such are in excess of the Reimbursable Costs of the Water Line Project. Upon the request of the Developer, the City shall provide an accounting of total Impact Fees paid relating to the Property, the total Impact Fee Rebates paid to the Developer, and the total amount of Reimbursable Costs then outstanding. Further, upon payment of Impact Fee Rebates in full satisfaction of the Reimbursable Costs, the City will provide prompt notice to the Developer and, upon request of the Developer, a final accounting of all Impact Fee Rebates.

(d) **Assignment of Commitments and Obligations.** 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.

2. The attached Exhibit "C" shall replace the existing Exhibit "C" in the Development Agreement.

3. Capitalized terms not defined in this Amendment have the meanings ascribed thereto in the Development Agreement.

4. Except as provided by this Amendment, the terms and provisions of the Agreement will continue to govern the rights and obligations of the Parties, and all terms and provisions of the Agreement, as amended by this Amendment, will remain in full force and effect. In the event of any inconsistency between the Agreement and this Amendment, this Amendment will control and modify the terms and provisions of the Agreement.

5. This Amendment may be executed in any number of counterparts, and it will not be necessary that the signatures of all parties be contained on any one counterpart.

[SIGNATURE PAGES TO FOLLOW]

CITY:

City of Leander, Texas, a Texas
home-rule municipal corporation

Attest:

By: Dara Crabtree
Name: Dara Crabtree
Title: City Secretary

By: C. DeLisle
Name: Christine DeLisle
Title: Mayor

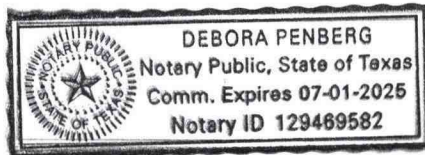
THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this 16 day of November, 2023,
by Christine DeLisle, Mayor of the City of Leander, Texas, a Texas home-rule municipal
corporation, on behalf of said corporation.

(SEAL)

Debora Penberg
Notary Public, State of Texas



LANDOWNER:

Leander Land Holdings I, LLC, a Texas
limited liability company

By: [Signature]
Name: Sudharshan Vembetty
Title: Manager

THE STATE OF TEXAS §

COUNTY OF Fort Bend §

This instrument was acknowledged before me on this 2 day of November, 2023,
by Sudharshan Vembetty, Manager of Leander Land Holdings I, LLC, a Texas limited
liability company, on behalf of said limited liability company.

(SEAL)

[Signature]
Notary Public, State of Texas

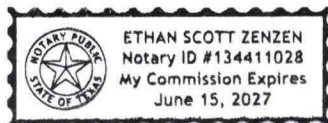
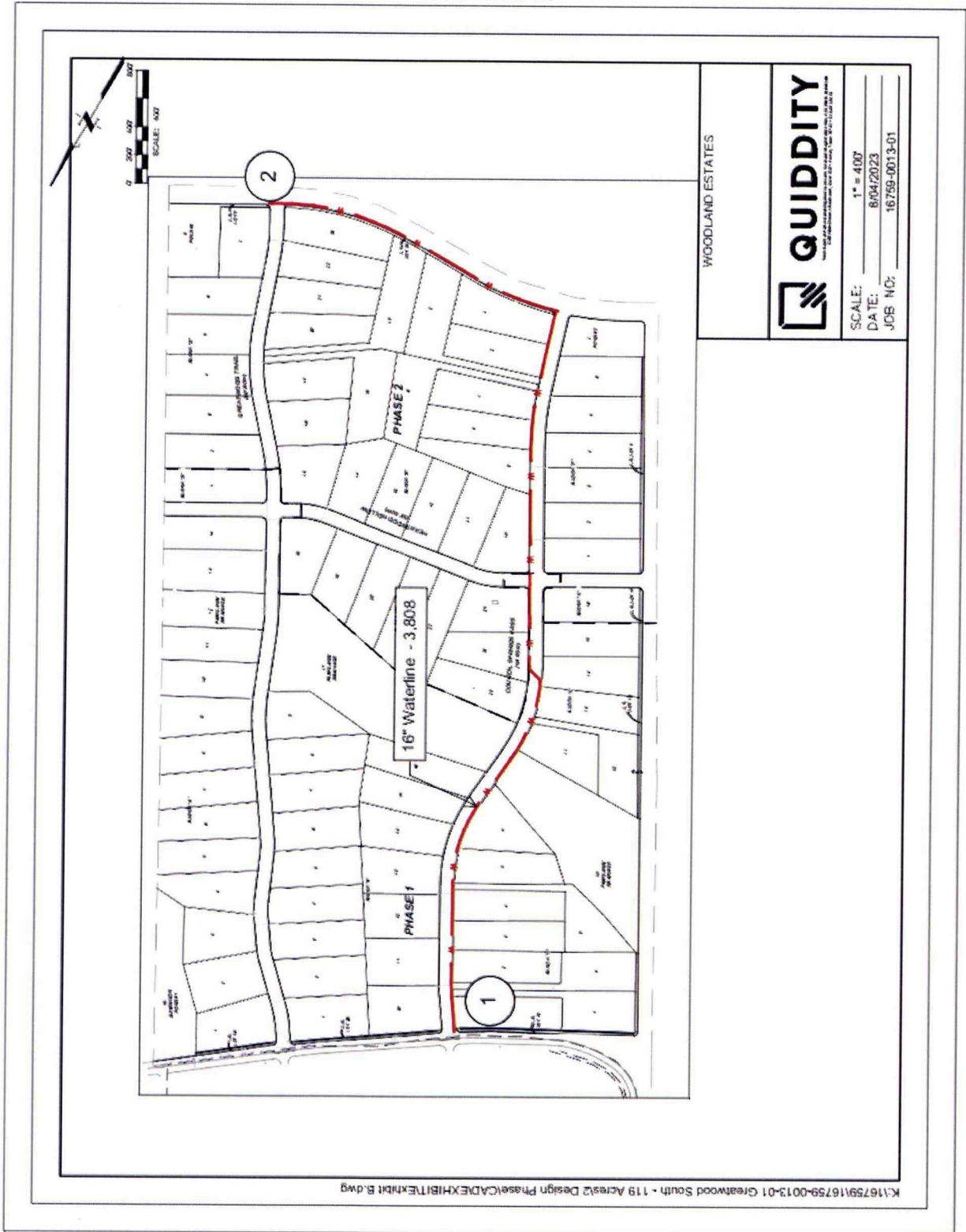


Exhibit "C"



RECORDERS MEMORANDUM
All or parts of the text on this page was not
clearly legible for satisfactory recordation.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2023096093

AGR Fee: \$62.00
11/21/2023 10:38 AM ATAYLOR



Nancy E. Rister

Nancy E. Rister, County Clerk
Williamson County, Texas

5
E

City of Leander
PO Box 319
Leander, TX 78646



BID TABULATION SHEET

BIDS WERE RECEIVED IN THE OFFICE OF

Woodland Estates Subdivision Phase 1

Quiddity Engineering - Austin

Leander Land Holdings I LLC Quiddity Engineering, LLC

Time: 11:00 AM CST

Private Bid

Date: September 20th, 2023

	BIDDERS						
	AE Engineering	5 Star	JL Gray				
Provided Bid ¹	\$4,139,830.67	\$3,584,636.16	\$3,318,912.50				
16" PVC (Included in Provided Bid) ²	\$480,178.00	\$417,564.00	\$404,975.00				
Alternate 1 - 8" PVC (Provided Bid) ³	\$234,370.00	\$200,352.30	\$169,170.00				
Alternate 2 - 16" DI (Provided Bid) ⁴	\$457,678.00	\$369,391.00	\$417,745.50				
Total Price Using Alt 1 ⁵	\$3,894,022.67	\$3,361,814.46	\$3,069,057.50				
Total Price Using Alt 2 ⁶	\$4,117,330.67	\$3,559,553.16	\$3,331,653.00				
Base - Alt 1	\$245,808.00	\$217,211.70	\$235,805.00				

NOTES:

1 - Total is comprised of bid items 1, C&G 1-8, D&E 1-11, P 1-31, W 1-25, D 1-10, and M 1-3.

2 - Total is comprised of bid items W-3, W-4, W-6, W-9, W-10, W-12, W-17, W-18, W-22, and W-23.

3 - Total is comprised of bid items A1-1 through A10-1.

4 - Total is comprised of bid items A1-2 through A10-2.

5 - Total is comprised of bid items 1, C&G 1-8, D&E 1-11, P 1-31, W-1, W-2, W-5, W-7, W-8, W-11, W-13, W-14, W-15, W-16, W-19, W-20, W-21, W-24, W-25, D 1-10, M 1-3, and A1-1 – A1-10.

6 - Total is comprised of bid items 1, C&G 1-8, D&E 1-11, P 1-31, W-1, W-2, W-5, W-7, W-8, W-11, W-13, W-14, W-15, W-16, W-19, W-20, W-21, W-24, W-25, D 1-10, M 1-3, and A1-2 – A10-2.



EXECUTIVE SUMMARY
1/18/2024

AGENDA SUBJECT:

Award of Solicitation CIPS23-020 to Walker Partners, LLC for the planning, design, and engineering services for Hero Way West elevated storage tank and water line (CIP W.55); in the amount of \$2,074,125.00; and authorizing the Interim City Manager to execute any and all necessary documents.

BACKGROUND:

Solicitation CIPS23-020 was issued in July 2023 for the procurement of the planning, design, and engineering services for Hero Way West elevated storage tank and water line (CIP W.55).

The solicitation was announced through:

- The Hill Country News
- City of Leander procurement website
- State of Texas ESBD website (statewide notice)
- Williamson County CMBL and HUB vendor notification

Five hundred thirty-four (534) vendors were notified directly of the solicitation. Nine (9) bids were received. After review by the evaluation team, Walker Partners, LLC was selected as the most qualified firm.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

City staff recommends award of Solicitation CIPS23-020 to Walker Partners, LLC.

PRESENTER:

Tony Bettis, CIP Program Manager

	<u>Fiscal Impact</u>
<u>Amount requested:</u>	\$2,074,125.00
<u>Approved in current budget (Yes / No):</u>	Yes
<u>Expenditure (New / Amended):</u>	New
<u>Recurring or one-time:</u>	One-Time
<u>Fund source (Operating / Utility / etc.):</u>	Water Impact Fees 25-31-8656

Attachments:

1. Eval RFQ CIPS23-020 - Master Matrix
2. W.55 Hero Way West_General.Engineer.Single.Project.PSA.Partially Executed

Planning, Design, and Engineering Services for the Hero Way West Elevated Storage Tank
Master Evaluation Matrix

Solicitation #: CIPS23-020

Selected Firm: Walker Partners, LLC

	Overall Points	Evaluation Criteria	Points Awarded			Averaged Points Overall
			Evaluator #1	Evaluator #2	Evaluator #3	
	50	Relevant Qualifications and Experience	40	42.5	35	
	20	Available Resources and Location	12	12	12	
	30	Methodology, Approach and Timeline	12	18	18	
	100	Overall Total	64	72.5	65	67.2
	50	Relevant Qualifications and Experience	30	20	0	
	20	Available Resources and Location	12	12	0	
	30	Methodology, Approach and Timeline	6	18	0	
	100	Overall Total	48	50	0	32.7
	50	Relevant Qualifications and Experience	45	37.5	20	
	20	Available Resources and Location	12	14	12	
	30	Methodology, Approach and Timeline	12	24	18	
	100	Overall Total	69	75.5	50	64.8
	50	Relevant Qualifications and Experience	35	32.5	20	
	20	Available Resources and Location	12	12	12	
	30	Methodology, Approach and Timeline	18	24	24	
	100	Overall Total	65	68.5	56	63.2
	50	Relevant Qualifications and Experience	40	42.5	25	
	20	Available Resources and Location	8	16	12	
	30	Methodology, Approach and Timeline	18	27	24	
	100	Overall Total	66	85.5	61	70.8
	50	Relevant Qualifications and Experience	35	40	10	
	20	Available Resources and Location	12	10	8	
	30	Methodology, Approach and Timeline	12	21	12	
	100	Overall Total	59	71	30	53.3
	50	Relevant Qualifications and Experience	35	32.5	15	
	20	Available Resources and Location	8	10	4	
	30	Methodology, Approach and Timeline	12	18	6	
	100	Overall Total	55	60.5	25	46.8
	50	Relevant Qualifications and Experience	35	37.5	30	
	20	Available Resources and Location	16	14	12	
	30	Methodology, Approach and Timeline	24	27	24	
	100	Overall Total	75	78.5	66	73.2
	50	Relevant Qualifications and Experience	35	27.5	10	
	20	Available Resources and Location	16	14	12	
	30	Methodology, Approach and Timeline	18	18	6	
	100	Overall Total	69	59.5	28	52.2

AWARD

CITY OF LEANDER
AL SERVICES AGREEMENT
SINGLE PROJECT
WALKER PARTNERS, LLC

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

THIS AGREEMENT, is made and entered into this day by and between the City of Leander, a home rule municipal corporation, organized and existing under the laws of the State of Texas, acting by and through its duly authorized representative, and hereinafter referred to as the OWNER, and Walker Partners, LLC, acting by and through its duly authorized representative, hereinafter referred to as the ENGINEER.

WHEREAS, the OWNER has determined the need to undertake the following project planning, design, and engineering services for hero way west elevated storage tank and water line (the "PROJECT"); and

WHEREAS, to address the PROJECT needs, the OWNER requires professional engineering and associated services; and

WHEREAS, the ENGINEER, having professional and technical employees versed in fields of endeavor appropriate for the conduct of the PROJECT including employees duly licensed and registered to practice engineering in the State of Texas, and employees or Subconsultants duly licensed and registered in the State of Texas to provide land surveying and other required professional services, and has the professional abilities and expertise to undertake the required services; and

WHEREAS, the ENGINEER has agreed to provide professional engineering and related services for PROJECT, as is more fully set out in Exhibit "A";

NOW THEREFORE, the OWNER and the ENGINEER, in consideration of their mutual covenants herein, agree in respect to the performance of the professional services to be furnished or rendered by the ENGINEER and to the payment for these services by the OWNER, as set forth above and hereinafter.

SECTION I

EMPLOYMENT OF THE ENGINEER AND PERFORMANCE OF SERVICES

A. GENERAL

The OWNER agrees to employ the ENGINEER and the ENGINEER agrees to perform the professional engineering and other professional services as stated in Exhibit "A" and in the Sections to follow; and, in rendering such services, the OWNER agrees to compensate the ENGINEER in an amount not to exceed two million seventy-four thousand one hundred

City of Leander Professional Services Agreement – Engineering Single Project 5.2023

twenty-five dollars (\$2,074,125), as further described in Section VI. ENGINEER shall complete the Basic Services by twenty-eight (28) months after the date of agreement execution, in accordance with the schedule, if any, set forth in Exhibit "A". ENGINEER shall report to OWNER'S designated representative for the PROJECT (see Section IV also). To the extent of any conflict between the terms of this AGREEMENT, and the provisions set forth in Exhibit A, the terms of this AGREEMENT shall control.

B. GEOTECHNICAL LABORATORY SERVICES

If geotechnical laboratory services are provided for the PROJECT through this AGREEMENT, either by the ENGINEER or its subconsultant(s), these services shall be performed by a laboratory accredited, in soils or geotechnical testing as appropriate, by the American Association of Laboratory Accreditation or by the American Association of State Highway and Transportation Officials. The ENGINEER agrees to provide evidence to the OWNER of such accreditation on an annual basis for the duration of this AGREEMENT.

**SECTION II
BASIC PROJECT SERVICES OF THE ENGINEER**

The ENGINEER shall serve as the OWNER'S professional consultant in those phases of the PROJECT to which this AGREEMENT applies; and, will give consultation and advice to the OWNER during the performance of its services.

The ENGINEER shall, in the scope of its work, perform the services described in Exhibit "A" which shall be attached hereto and incorporated herein for all purposes as the PROJECT. ENGINEER shall only commence the work described in Exhibit "A" as authorized by the OWNER (in subsequent written authorizations to proceed) as described hereinafter. All work performed in connection with this AGREEMENT shall be performed in accordance with the care and skill ordinarily used by members of ENGINEER'S profession practicing under the same or similar circumstances at the same time and in the same locality , and within the time periods for the completion of the services required by this AGREEMENT. Once ENGINEER is authorized to perform services, ENGINEER shall commence the performance of the services within 10 days following authorization and shall diligently pursue the same to completion in a timely manner. If a time period for performance of the services is not set out herein, OWNER and ENGINEER may hereafter agree upon the time period for the completion of services in writing, which shall be attached to and become a part of and incorporated to this Agreement by reference.

As part of its Basic Services, ENGINEER shall provide OWNER on completion of any design, or any phase of a design, with the number of sets of plans for OWNER'S use agreed to by OWNER and ENGINEER, but in no event fewer than five sets (unless otherwise approved in writing by OWNER), and sufficient sets for the use of Contractors and subcontractors in bidding out the PROJECT, if applicable. ENGINEER may establish a fee to Contractors or subcontractors for complete sets of plans to be used by them as part of the bid process in accordance with customary practice within the area in which the PROJECT is located.

All plans provided in connection with this AGREEMENT shall be certified by the ENGINEER as complying with all applicable Federal, State and local laws, and shall be signed and sealed by the ENGINEER. The plans, specifications and data provided by ENGINEER shall be adequate and sufficient to enable those performing the actual work to perform the work as and within the time contemplated by the OWNER and ENGINEER. All subconsultants that perform a component of the design services required under this AGREEMENT, shall similarly prepare a plan showing their portion of the design work, as appropriate, which is similarly certified to, signed and sealed by the subconsultant.

The OWNER acknowledges that ENGINEER has no control over the methods or means of work nor the costs of labor, materials or equipment. Unless otherwise agreed in writing, any estimates of costs by the ENGINEER are for informational purposes only and are not guarantees.

SECTION III CHANGES IN WORK SCOPE

OWNER, without invalidating this AGREEMENT or the PROJECT, may order changes within the general scope of the PROJECT by altering, adding to and/or deleting or deducting from the PROJECT to be performed. If any changes made under this clause to the PROJECT cause an increase or decrease in the ENGINEER'S cost of, or the time required for, the performance of part of the PROJECT, an equitable adjustment will be made by mutual written agreement and Exhibit "A" and the PROJECT will be modified in writing accordingly. All such changes shall be under the conditions of the original Agreement. Notwithstanding the foregoing, should the PROJECT be changed or amended due to some error on the part of the ENGINEER, the only equitable adjustment that will be made shall be to the benefit of the OWNER.

SECTION IV ADDITIONAL SERVICES OF THE ENGINEER

If ENGINEER determines that services outside the scope of PROJECT ("Additional Services") are required or recommended, or that ENGINEER is being asked by OWNER to perform services not covered by PROJECT, ENGINEER shall notify OWNER that such services are Additional Services, and the cost associated with their performance prior to undertaking them. If changes deduct from the extent of the PROJECT, the contract sum shall be adjusted accordingly. All such changes shall be under the conditions of the original Agreement. Any provision in this Agreement to the contrary notwithstanding, OWNER shall not be liable to ENGINEER for the costs of any Additional Services in connection with the PROJECT unless OWNER has agreed in writing to the performance of the services, which have been identified to OWNER as Additional Services, including the cost for such services, prior to the commencement of such services.

SECTION V THE OWNER'S RESPONSIBILITIES

The OWNER will:

- A. Provide information as to its requirements for the PROJECT to the best of OWNER's knowledge.
- B. Designate the OWNER'S REPRESENTATIVE for this PROJECT. ENGINEER understands and agrees that ENGINEER shall obtain instruction and direction of the services to be performed hereunder only from OWNER's designated OWNER'S REPRESENTATIVE or other representative designated by OWNER in writing. ENGINEER shall not perform services directed or requested by any other person, unless approved by OWNER'S REPRESENTATIVE or other designated representative in writing. In the event ENGINEER is uncertain whether or not it is authorized to perform services, ENGINEER shall seek confirmation from OWNER'S REPRESENTATIVE or other designated representative.
- C. Assist ENGINEER by placing at its disposal available reports and other data relevant to the development of the PROJECT which OWNER has had performed in connection with the property or the PROJECT by other service providers.
- D. Assist ENGINEER in gaining entry to public and private property as may be required by the ENGINEER in the performance of their services under this AGREEMENT.
- E. Examine all studies, reports, sketches, estimates, proposals and other documents presented by the ENGINEER and render decisions pertaining thereto within a reasonable time so as not to unreasonably delay the services of the ENGINEER.
- F. Furnish, or direct ENGINEER (by way of written Supplemental Amendment to this AGREEMENT (see Section VI) to provide necessary Additional Services as stipulated in Section III of this AGREEMENT or other services as may be required by the OWNER.

SECTION VI PAYMENTS TO THE ENGINEER

- A. OWNER agrees to pay the ENGINEER as full compensation for the professional engineering and associated services herein contracted for as follows:
 - 1. Basic Services: The total fee for all tasks identified in Exhibit "A" shall not exceed the amount set out in Exhibit "B" ("Basic Services Fee"). Compensation for Services will be reimbursed on a unit price per unit of work basis in accordance with the defined unit prices detailed in Exhibit "B" and will not exceed the Basic Services Fee. Unless otherwise agreed to by the parties in writing, reimbursable expenses, including, but not limited to copying charges, long-distance phone calls, travel expenses, will be included within the Basic

Services Fee. If the parties agree that reimbursable expenses are to be billed separately, they shall also itemize the expenses that will be reimbursed and agree on a not-to-exceed amount for such reimbursable expenses and that such expenses shall be invoiced at direct cost with no overhead mark-up.

2. Additional Services: Compensation will be charged based on the actual hours expended by ENGINEER'S personnel and billed at ENGINEER'S Standard Hourly Rates identified in Exhibit "B" attached hereto and incorporated herein for all purposes.

B. METHOD OF PAYMENT

1. Payments on account of ENGINEER'S work on the PROJECT shall be made to ENGINEER within 30 days after invoice is received and approved by OWNER for payment, subject to the terms of this AGREEMENT.

2. For all services rendered, payment for undisputed amounts is due as provided above, subject to the rights and remedies of OWNER. Invoices for payment of services shall not be submitted to OWNER more frequently than once per month. Billing shall include reasonable documentation of cost of services rendered during the previous month in such form and with such content as OWNER may reasonably require. Interest shall accrue on undisputed amounts which have not been paid in accordance with the provisions of this AGREEMENT and are past due, in accordance with the provisions of Section 2251.021 of the Texas Government Code, as amended, unless delay in payment is due to the fault of ENGINEER including improper, contested or inadequate billing procedures followed by the ENGINEER, or the exercise of any rights or remedies by OWNER under the terms of this AGREEMENT.

3. Invoice amounts in excess of the maximum not-to-exceed amount(s) identified above, incurred prior to OWNER'S written consent shall be at ENGINEER'S risk and OWNER is not obligated to pay such billings or expenses. ENGINEER shall closely monitor the amount of their work and notify OWNER within five (5) working days when expenditures for any phase of work reaches eighty (80) percent of the maximum not-to-exceed amount(s) identified herein. Nothing herein shall be construed to require the OWNER to increase the approved maximum not-to-exceed contract amount(s) established under this AGREEMENT.

4. For all services rendered, ENGINEER'S payment to subconsultants is due within ten calendar days after receipt of payment from the OWNER and, when appropriate, OWNER may issue joint checks to the ENGINEER and subconsultants.

5. Cost of services furnished by subcontractors or subconsultants on shall be reimbursed at invoice cost, unless otherwise agreed to by the parties in writing.

SECTION VII TERMINATION AND DEFAULT

The OWNER shall have the right to terminate this AGREEMENT at any time after thirty (30) days notice to the ENGINEER. OWNER shall pay the ENGINEER for services rendered and obligations incurred to date of termination and ENGINEER shall submit to the OWNER all work and documents prepared to that point. Payment to the ENGINEER of lump-sum not-to-exceed amounts shall be proportional to services performed to the date of termination. OWNER will pay a proportionate share for the partially completed work product of any partially completed unit of work thorough the date of termination. The value of such partially completed unit of work will be determined by OWNER based on actual costs incurred. In no case will the compensation paid to ENGINEER for partial completion of the PROJECT exceed the amount the ENGINEER would have received had the PROJECT been completed.

In the event OWNER, through no fault of ENGINEER, fails to perform one or more of its obligations under the terms of this Agreement, ENGINEER shall provide OWNER with written notice of the default, and a reasonable opportunity to cure the same, but in no event shall such cure opportunity be less than thirty (30) days. If OWNER fails to cure a material default, or to initiate appropriate action to cure a material default, within such cure period, then ENGINEER shall have the right, as its exclusive remedy, to terminate this Agreement, in which event OWNER shall be liable to ENGINEER for all services rendered and obligations incurred to date of termination and ENGINEER shall submit to the OWNER all Work and documents prepared to that point. Payment to the ENGINEER shall be proportional to services performed to the date of termination calculated in accordance with the previous paragraph.

In the event ENGINEER, through no fault of OWNER, fails to perform one or more of its obligations hereunder or defaults under the terms of this AGREEMENT, OWNER shall provide ENGINEER with notice of the default, and a reasonable opportunity, not to exceed thirty (30) days to cure the same. In the event a cure is not effected during such cure period, OWNER, in addition to any other rights and remedies provided by this AGREEMENT, shall have the right to pursue one or more of the following: (a) terminate this AGREEMENT, (b) withhold payments due to ENGINEER until the default is cured to OWNER's satisfaction, or (c) pursue any rights and remedies available at law or equity. The ENGINEER shall not be entitled to any fees or reimbursable expenses other than the fees or reimbursable expenses then due and payable as of the time of termination and then only for those services that have been timely and adequately performed by the ENGINEER considering the actual costs incurred by the ENGINEER in performing the work ot date of termination, the valueof the work that is nonetheless usable to the OWNER, the cost to the OWNER of employing another ENGINEER to complete the work required and the time required to

do so, and other factors that affect the value to the OWNER of the work performed at time of termination. All rights and remedies provided by this AGREEMENT, or available at law or equity shall be cumulative and not exclusive, and may be exercised concurrently or successively.

SECTION VIII SUCCESSOR AND ASSIGNS

This AGREEMENT shall be binding upon and inure to the benefit of the parties hereto and their respective successors, executors and assigns. The foregoing notwithstanding, the ENGINEER shall not assign or transfer its interest in this AGREEMENT without the prior written consent of the OWNER. Any transfer or assignment made without OWNER'S prior written consent shall not be binding upon OWNER unless expressly ratified by OWNER in writing, and shall not relieve ENGINEER of its obligations hereunder.

SECTION IX OWNERSHIP AND USE OF DOCUMENTS

The ENGINEER agrees that items such as plans, drawings, photos, designs, studies, specifications, data, computer programs, schedules, technical reports, or other work products, including electronic files and raw data, which prepared under or pursuant to this AGREEMENT (the "Work Product") are subject to the rights of the OWNER in effect on the date of execution of this AGREEMENT. These rights include the right to use, duplicate and disclose such items, in whole or in part, in any manner and for whatever purpose; and, to have others do so, and to use such items in connection with the PROJECT and any subsequent alterations thereto. Upon completion or termination of this Agreement, the ENGINEER shall deliver all Work Product to the OWNER, and all Work Product shall otherwise be made available, upon request, to the OWNER without restriction or limitation on the further use of such materials, provided, however, that such materials are not intended or represented to be suitable for reuse by the OWNER or others. Any reuse without prior verification or adaptation by the ENGINEER for the specific purpose intended will be at the OWNER's sole risk and without liability to the ENGINEER.

If an item produced by the ENGINEER is copyrightable, the ENGINEER may copyright it, subject to the rights of the OWNER. The ENGINEER grants to OWNER a royalty-free, non-exclusive and irrevocable license to reproduce, publish, modify and use such items and to authorize others to do so. Without limiting the generality of the foregoing, if the services of ENGINEER are terminated under this AGREEMENT, OWNER shall have the right to use the work produced by ENGINEER, and to allow others to do so, in connection with the PROJECT. The ENGINEER shall include in its subconsultant contracts appropriate provisions to achieve the purpose of this Section IX.

All such items furnished by the ENGINEER pursuant to this AGREEMENT are considered instruments of its services in respect to the PROJECT. It is understood that the ENGINEER does not represent such items to be suitable for reuse on any other project. If the OWNER reuses such items without the ENGINEER'S specific written verification or adaptation, such reuse will be at the risk of the OWNER, without liability to the ENGINEER. Any such verification or adaptation requested by the OWNER may entitle the ENGINEER to further compensation at an amount agreed upon between the OWNER and the ENGINEER.

SECTION X ENGINEER'S RESPONSIBILITY AND LIABILITY

All services performed in connection with this AGREEMENT shall be performed in accordance with the care and skill ordinarily used by members of ENGINEER'S profession practicing under the same or similar circumstances at the same time and in the same locality and in accordance with the terms of this AGREEMENT. Acceptance and approval by the OWNER of the final PROJECT Report or other documents or services produced by ENGINEER, shall not constitute nor be deemed a release of the responsibilities and liability of the ENGINEER for the accuracy and competency of the ENGINEER'S work products, design, or other documents, and services prepared/performed under this AGREEMENT. No approvals or acceptances by or on behalf of the OWNER shall be deemed to be an assumption of such responsibility by the OWNER for any defect, error or omission in said work products, design or other documents and services as prepared/performed by the ENGINEER or its subconsultants.

The ENGINEER further agrees to correct programs or documents or re-execute services as may be required due to the ENGINEER'S development of programs or documents which are found to be in error or contain defects or omissions at no additional cost to the OWNER.

Redesigns required or occasioned for the convenience of the OWNER shall be paid for as provided and prescribed hereinbefore under Additional Services of the ENGINEER, but only if such Additional Services are required in writing by OWNER as required herein.

ENGINEER understands that OWNER may require ENGINEER to temporarily suspend work. OWNER understands that the suspension of work by ENGINEER may cause ENGINEER to incur additional costs to resume work, whether on Basic or Additional Services, and OWNER agrees to reimburse ENGINEER for such reasonable and unavoidable additional costs in an amount to be agreed upon by ENGINEER and OWNER in writing at time ENGINEER has been given written notice of the suspension.

SECTION XI PERIOD OF SERVICE

This AGREEMENT shall remain in force for a period required for the completion of the PROJECT, including required extensions thereto and any applicable warranty period

services, unless terminated by any of the several provisions included elsewhere in this AGREEMENT.

SECTION XII MAINTENANCE OF AND RIGHT OF ACCESS TO RECORDS

The ENGINEER agrees to maintain appropriate accounting records of costs, expenses and payrolls of employees working on the PROJECT together with documentation and evaluations and study results, for a period of five (5) years after final payment for completed services and all other pending matters concerning this AGREEMENT have been closed. The ENGINEER further agrees that the OWNER, or their duly authorized representative(s), shall have access to any and all books, documents, papers and records of the ENGINEER which are directly pertinent to the services to be performed under this AGREEMENT for the purposes of making audit, examination, excerpts and transcriptions.

SECTION XIII VENUE

VENUE AND JURISDICTION OF ANY SUIT, RIGHT OR CAUSE OF ACTION ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL LIE, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES CONSENT TO VENUE EXCLUSIVELY IN, COURTS OF COMPETENT JURISDICTION IN WILLIAMSON COUNTY, TEXAS.

SECTION XIV INSURANCE REQUIREMENTS; INDEMNIFICATION

The ENGINEER agrees to carry and maintain insurance in the following types and amounts for the duration of this AGREEMENT, and furnish certificates of insurance and make available copies of policy declaration pages and policy endorsements as evidence thereof:

1. Workers Compensation Insurance: The ENGINEER shall carry and maintain during the term of this Agreement, workers compensation and employer's liability insurance meeting the requirements of the State of Texas on all the ENGINEER's employees carrying out the work involved in this Agreement.
2. Commercial General Liability with a combined single limit of \$1,000,000 per occurrence for coverages A&B including products/completed operations, where appropriate, with a separate aggregate of \$1,000,000. The policy shall contain the following provisions:
 - a. Blanket contractual liability coverage for liability assumed under the AGREEMENT and all contracts relative to the PROJECT.
 - b. Independent Contractors coverage.
 - c. OWNER listed as an additional insured, endorsement CG 2010.
 - d. Thirty (30) day Notice of Cancellation in favor of the OWNER, endorsement CG 0205.

- e. Waiver of Transfer of Rights of Recovery Against Others in favor of the OWNER, endorsement CG 2404.
3. Business Automobile Liability Insurance for all owned, non-owned and hired vehicles with a minimum combined single limit of \$1,000,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$500,000 bodily injury per person, \$500,000 bodily injury per occurrence and \$500,000 property damage liability per accident. The policy shall contain the following endorsements in favor of the OWNER:
- a. Waiver of Subrogation endorsement TE 2046A.
 - b. Thirty (30)-day Notice of Cancellation, endorsement TE 0202A.
 - c. Additional Insured, endorsement TE 9901B.
4. Professional Liability Insurance: professional errors and omissions liability insurance with limits of liability not less than \$1,000,000 per occurrence covering all work performed by the ENGINEER, its employees, sub-contractors, or independent contractors. If this coverage can only be obtained on a "claims made" basis, the certificate of insurance must clearly state coverage is on a "claims made" basis and coverage must remain in effect for at least two years after final payment with the ENGINEER continuing to furnish the OWNER certificates of insurance.

ENGINEER shall require each Subconsultant to maintain the same insurance with the same endorsements in favor of OWNER, unless otherwise agreed by OWNER in writing.

General Requirements

The ENGINEER shall be responsible for insurance premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the certificates of insurance required above.

Applicable to all insurance policies: If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of this AGREEMENT and the certificate of insurance shall state that the coverage is claims made and the retroactive date. The ENGINEER shall maintain continuous coverage for the duration of this AGREEMENT and for not less than twenty-four (24) months following substantial completion of the PROJECT. Coverage, including any renewals, shall have the same retroactive date as the original policy applicable to the PROJECT. The ENGINEER shall, on at least an annual basis, provide the OWNER with a certificate of insurance as evidence of such insurance.

If insurance policies are not written for amounts specified above, the ENGINEER shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

The ENGINEER shall not commence work under this AGREEMENT until they have obtained the required insurance and until such insurance has been reviewed by the OWNER. The ENGINEER shall not allow any subconsultants to commence work until the required

insurance has been obtained and approved. Approval of insurance by the OWNER shall not relieve or decrease the liability of the ENGINEER hereunder.

Insurance shall be written by a company licensed to do business in the State of Texas at the time the policy is issued and shall be written by a company with an A. M. Best rating of B+VII or better.

Certificate of Insurance and all endorsements shall read:

City of Leander
105 N. Brushy
Leander, TX 78646
Attn: City Manager

The "other" insurance clause shall not apply to the OWNER where the OWNER is an additional insured shown on the policy. It is intended that policies required in this AGREEMENT, covering both the OWNER and the ENGINEER, shall be considered primary coverage as applicable.

The OWNER shall be entitled, upon request and without expense, to receive copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies and if such request for deletions, revisions, or modifications are commercially available.

The ENGINEER shall not cause any insurance required under this AGREEMENT to be canceled nor permit any insurance to lapse during the term of this AGREEMENT. The OWNER reserves the right to review the insurance requirements of this section during the effective period of the AGREEMENT and to make reasonable adjustments to insurance coverages and their limits when deemed necessary and prudent by the OWNER based upon changes in statutory law, court decisions or the claims history of the industry as well as the ENGINEER (such adjustments shall be commercially available to the ENGINEER). If the implementation of such revised insurance coverages/limits would result in additional costs to the ENGINEER, the ENGINEER may request additional compensation from the OWNER under the provisions of Section III.

Actual losses not covered by insurance as required by this AGREEMENT shall be paid by the ENGINEER.

ENGINEER shall indemnify, defend and hold harmless the OWNER and its officials, employees and agents (collectively referred to as "Indemnitees") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including reasonable attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of,

resulting from, or in connection with (i) the performance or non-performance of Services contemplated by this Agreement but only to the extent caused by the negligent acts, errors or omissions, intentional torts, intellectual property infringement, or a failure to pay a sub-contractor or supplier committed by ENGINEER or ENGINEER's agent, consultant under contract, or another entity over which ENGINEER exercises control (whether active or passive) of ENGINEER or its employees, agents or sub-contractors (collectively referred to as "ENGINEER") (ii) the failure of ENGINEER to comply with any of the paragraphs herein or the failure of ENGINEER to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal, state or local, in connection with the performance of this Agreement. ENGINEER expressly agrees to indemnify and hold harmless the Indemnitees, or any one of them, from and against all liabilities which may be asserted by an employee or former employee of ENGINEER, or any of its sub-contractors, as provided above, for which ENGINEER's liability to such employee or former employee would otherwise be limited to payments under State Workers' Compensation or similar laws. Nothing herein shall require ENGINEER to indemnify, defend, or hold harmless any Indemnatee for the Indemnatee's own negligence or willful misconduct. Any and all indemnity provided for in this Agreement shall survive the expiration of this Agreement and the discharge of all other obligations owed by the parties to each other hereunder and shall apply prospectively not only during the term of this Agreement but thereafter so long as any liability could be asserted in regard to any acts or omissions of ENGINEER in performing Services under this Agreement.

For Professional Liability Claims, ENGINEER shall be liable for reasonable defense costs incurred by Indemnitees but only after final adjudication and to the extent and percent that ENGINEER or ENGINEER's agents are found negligent or otherwise at fault. As used in this Agreement, final adjudication includes any negotiated settlement and release of claims, without limitation as to when a negotiated settlement and release of claims occurs.

OWNER and ENGINEER waive subrogation and hereby release each other, and their respective employees and officers, and representatives from liability for all damages, expenses and costs ("Costs"), to the extent, but only to the extent, that such amounts are covered by insurance proceeds actually paid and applied to the satisfaction of such Costs.

SECTION XV POLLUTANTS AND HAZARDOUS WASTES

It is understood and agreed by both parties that ENGINEER has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition ("Hazardous Conditions") present at the PROJECT as of commencement of the work on the PROJECT ("Preexisting Hazardous Conditions"), if any, and ENGINEER'S compensation hereunder is not commensurate with the potential risk of injury or loss that may be caused by exposure to such Hazardous Conditions. The parties agree that in performing the services required by the PROJECT and this AGREEMENT, ENGINEER does not take possession or control of the subject site and is not therefore responsible for the existence of any pollutant present on or migrating from the site,

except for any Hazardous Conditions introduced, caused or created by ENGINEER or its representatives or subcontractors. ENGINEER shall have no responsibility for any Preexisting Hazardous Condition during clean-up, transportation, storage or disposal activities related to those Pre-existing Hazardous Conditions, provided that ENGINEER has not acted in a way that has exacerbated any such Preexisting Hazardous Condition or increased the cost of or difficulty of removing such Preexisting Hazardous Condition and remediating the site. ENGINEER and its Representative and Subcontractors shall promptly inform OWNER of any Preexisting Hazardous Condition or other Hazardous Condition upon discovery.

SECTION XVI COMPLIANCE WITH ALL LAWS

During the performance of the services provided by this AGREEMENT, the ENGINEER agrees to comply, and to require its Subconsultants to comply, with all Federal, State and local laws and regulations, as well as the City's Charter as applicable to the services or the Project.

SECTION XVII CERTIFICATION OF ENGINEER

The individual(s) signing this AGREEMENT, acting as duly authorized representative(s) of the firm of ENGINEER hereby certify that neither they nor any other members of the ENGINEER'S firm which they represent have:

A. Agreed, as an expressed or implied condition for obtaining this AGREEMENT, to employ or retain the services of (1) any firm or person in the employ of the OWNER or, (2) an OWNER official, in connection with carrying out the work to be performed under this AGREEMENT.

B. Paid or agreed to pay as an express or implied condition for obtaining this AGREEMENT (1) any firm or person in the employ of the OWNER or, (2) an OWNER official, any fee, contribution, donation or consideration of any kind for, or in connection with procuring or carrying out the work provided under the AGREEMENT.

The ENGINEER further acknowledges that this certification may be furnished to any Local, State and Federal Governmental Agencies of the United States in connection with this AGREEMENT and for portions of the PROJECT involving participation of Agency Grant funds and is subject to all applicable State and Federal laws, both criminal and civil.

SECTION XVIII ADDITIONAL PROVISIONS

During the performance of the contract, ENGINEER agrees as follows:

A. The Engineer will not discriminate against any employee or applicant for employment because of race, religion, color, gender, or national origin. The engineer will take

affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, gender or national origin.

B. The Engineer will, in all solicitations or advertisements for employees place by or on behalf of the Engineer, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.

SECTION XIX MISCELLANEOUS

A. INDEPENDENT CONTRACTOR.

ENGINEER acknowledges that ENGINEER is an independent contractor of the OWNER and is not an employee, agent, official or representative of the OWNER. ENGINEER shall not represent, either expressly or through implication, that ENGINEER is an employee, agent, official or representative of the OWNER. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the ENGINEER.

B. WAIVER.

Either OWNER or the ENGINEER shall have the right to waive any requirement contained in this Agreement that is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

C. NON-COLLUSION.

ENGINEER represents and warrants that ENGINEER has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work to be provided to the OWNER under this Agreement. ENGINEER further agrees that ENGINEER shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the OWNER pursuant to this Agreement) for any of the services performed by ENGINEER under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to ENGINEER, ENGINEER shall immediately report that fact to the OWNER and, at the sole option of the OWNER, the OWNER may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to ENGINEER under or pursuant to this Agreement.

D. FORCE MAJEURE

If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party

(which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing force majeure events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a force majeure event causing such delay and the other party shall not otherwise be aware of such force majeure event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.

E. RELATIONSHIP OF PARTIES

Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.

F. SEVERABILITY

If any word, phrase, clause, sentence or provision of the AGREEMENT, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, invalid or unenforceable, such finding shall only effect such word, phrase, clause, sentence or provision, and such finding shall not effect the remaining portions of the AGREEMENT, this being the intent of the parties in entering unto this AGREEMENT; and all provisions of this instrument are declared to be severable for this purpose.

G. CONSTRUCTION OF AGREEMENT; GOVERNING LAW

Although the AGREEMENT is substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas.

H. DISPUTE RESOLUTION

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties agree first to try in good faith to settle the dispute by mediation, before resorting to some other dispute resolution procedure. The cost thereof shall be borne equally by each Party. This AGREEMENT does not call for the parties to arbitrate any dispute arising out of or related to this AGREEMENT. No arbitration arising out of, or relating to, this AGREEMENT and any PROJECTS involving one party to this AGREEMENT may include the other party to this AGREEMENT without that other party's consent. In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all its own costs and attorney's fees.

I. ENGINEER'S PROJECT PURCHASES

All durable PROJECT equipment, tools, materials, etc., if any, purchased by the ENGINEER and invoiced to the OWNER shall be considered the property of the OWNER and shall be given over to the OWNER at the time of OWNER'S request or at the completion of the PROJECT.

J. FULL AND FINAL AGREEMENT

This AGREEMENT (consisting of this document and, where applicable, OWNER'S Request for Qualifications ("RFQ") which is incorporated herein by reference for all purposes to the extent that such RFQ is not inconsistent with this document and also including ENGINEER'S proposal and submittals, where applicable, to the extent that such proposal and submittals are not inconsistent with this document or the RFQ) constitutes the entire agreement of the parties concerning the subject matter hereof, and may only be amended by a written document signed by both parties. All prior and contemporaneous understandings, whether written or oral, are merged herein.

K. NOTICE

Any notice required or desired to be given from one party to the other party to this Agreement shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified

mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

L. CONSTRUCTION DEFECT CLAIM

For any claim to which Section 2272 of the Government Code applies, Prior to commencing any legal action on a Construction project for a Construction Defect, OWNER must provide ENGINEER a written report meeting the requirements of Section 2272.003 as well as an opportunity to Inspect and Correct pursuant to Section 2272.004. ENGINEER must provide the report to all subcontractors within five (5) days of receipt.

M. NO THIRD-PARTY BENEFICIARIES

This Agreement, and any related task orders, are made solely and specifically for the benefit of the contracting parties and its successors and assigns. Except as may be required by other law, no other Person shall have any rights, interest or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

N. STATUTORY VERIFICATIONS

1. To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2271.002 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 ENGINEER represents that neither the ENGINEER nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Landlord (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.

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

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

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

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

5. ENGINEER represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code and Chapter 2252 of the Texas Government Code. The parties herein acknowledge that if this contract meets the requirements of Chapter 2252, this contract may be voidable if the disclosure requirements are not met.

Executed to be effective as of the ____ day of _____, 202__.

OWNER: City of Leander

By: _____
Isaac D. Turner

Address for Notice:

Mailing address:

City of Leander
105 N. Brushy Street, Leander, TX 78646

ENGINEER

Walker Partners, LLC

By: _____

Name: Aaron Archer, PE

Title: Vice President

Address for Notice:

6504 Bridge Point Parkway, Suite 200
Austin, TX 78730

List of Exhibits: All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Exhibit "A" -- Scope of Work; Basic Services Fee; Time for Completion; ("PROJECT")
Exhibit "B" -- Defined Unit Prices, Basic Services Fee, and Schedule of Hourly Rates for
ENGINEER and its Subconsultants.
Exhibit "C" -- Solicitation documentation included, but not limited to, the solicitation,
all addendum, Engineer response, the Request for Proposal (RFP)
document, and Engineer's (RFP) response.

APPENDIX A. Additional Terms (*add if applicable*)



EXECUTIVE SUMMARY
1/18/2024

AGENDA SUBJECT:

Approval of professional service agreement with Fisher Heck Architects for Phase 2 of the preservation plan along with architectural and engineering services for the Bryson Farmstead also known as Pioneer House (CIP P.47); in the amount of \$152,500.00; and authorizing the Interim City Manager to execute any and all necessary documents.

BACKGROUND:

The City of Leander has a unique opportunity to create a destination that puts the historic Bryson Farmstead property, also known as Pioneer House, to renewed use. The goal of this project is to establish a preservation plan and repurpose the property to provide residents with a historic amenity amidst the burgeoning city growth.

This Professional Service Agreement is for the second phase scope of work awarded under the previous Request for Qualifications (RFQ).

HISTORY/TIMELINE:

June 17, 2021 - City Council awarded Solicitation S21-005 to Fisher Heck for the preservation plan, architectural and engineering services

APPLICANT/AGENT:

RECOMMENDATION:

City staff recommends approval.

PRESENTER:

Tony Bettis, CIP Program Manager

	<u>Fiscal Impact</u>
<u>Amount requested:</u>	\$152,500.00
<u>Approved in current budget (Yes / No):</u>	Yes
<u>Expenditure (New / Amended):</u>	New
<u>Recurring or one-time:</u>	One-Time
<u>Fund source (Operating / Utility / etc.):</u>	CTRMA/Bryson MOU 03-01-5600

Attachments:

1. P.47 Bryson Farmstead_PSA_FH SIGNED

CITY OF LEANDER
UTILITIES SERVICES AGREEMENT - ARCHITECT
SINGLE PROJECT
FISHER HECK ARCHITECTS

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

THIS AGREEMENT, is made and entered into this day by and between the City of Leander, a home rule municipal corporation, organized and existing under the laws of the State of Texas, acting by and through its duly authorized representative, and hereinafter referred to as the OWNER, and Fisher Heck Architects, acting by and through its duly authorized representative, hereinafter referred to as the ARCHITECT.

WHEREAS, the OWNER has determined the need to undertake the following project
Repairs and Refurbishment of The Historic Bryson Farmstead (the "PROJECT"); and

WHEREAS, to address the PROJECT needs, the OWNER requires professional architecture and associated services; and

WHEREAS, the ARCHITECT, having professional and technical employees versed in fields of endeavor appropriate for the conduct of the PROJECT including employees duly licensed and registered to practice architecture in the State of Texas, and employees or Subconsultants duly licensed and registered in the State of Texas to provide land surveying and other required professional services, and has the professional abilities and expertise to undertake the required services; and

WHEREAS, the ARCHITECT has agreed to provide professional architecture and related services for PROJECT, as is more fully set out in Exhibit "A";

NOW THEREFORE, the OWNER and the ARCHITECT, in consideration of their mutual covenants herein, agree in respect to the performance of the professional services to be furnished or rendered by the ARCHITECT and to the payment for these services by the OWNER, as set forth above and hereinafter.

SECTION I
EMPLOYMENT OF THE ARCHITECT
AND PERFORMANCE OF SERVICES

A. GENERAL

The OWNER agrees to employ the ARCHITECT and the ARCHITECT agrees to perform the professional Architecture and other professional services as stated in Exhibit "A" and in the Sections to follow; and, in rendering such services, the OWNER agrees to compensate the ARCHITECT in an amount not to exceed \$152,500.00, as further described in Section VI. ARCHITECT shall complete the Basic Services noted in Exhibit "A" , in accordance with the schedule, if any, set forth in Exhibit "A". ARCHITECT shall report to OWNER'S designated

representative for the PROJECT (see Section IV also). To the extent of any conflict between the terms of this AGREEMENT, and the provisions set forth in Exhibit A, the terms of this AGREEMENT shall control.

B. GEOTECHNICAL LABORATORY SERVICES

If geotechnical laboratory services are provided for the PROJECT through this AGREEMENT, either by the ARCHITECT or its subconsultant(s), these services shall be performed by a laboratory accredited, in soils or geotechnical testing as appropriate, by the American Association of Laboratory Accreditation or by the American Association of State Highway and Transportation Officials. The ARCHITECT agrees to provide evidence to the OWNER of such accreditation on an annual basis for the duration of this AGREEMENT.

**SECTION II
BASIC PROJECT SERVICES OF THE ARCHITECT**

The ARCHITECT shall serve as the OWNER'S professional consultant in those phases of the PROJECT to which this AGREEMENT applies; and, will give consultation and advice to the OWNER during the performance of its services.

The ARCHITECT shall, in the scope of its work, perform the services described in Exhibit "A" which shall be attached hereto and incorporated herein for all purposes as the PROJECT. ARCHITECT shall only commence the work described in Exhibit "A" as authorized by the OWNER (in subsequent written authorizations to proceed) as described hereinafter. Work performed by the ARCHITECT in connection with this AGREEMENT shall be performed with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. Once ARCHITECT is authorized to perform services, ARCHITECT shall commence the performance of the services within 10 days following authorization and shall diligently pursue the same to completion in a timely manner. If a time period for performance of the services is not set out herein, OWNER and ARCHITECT may hereafter agree upon the time period for the completion of services in writing, which shall be attached to and become a part of and incorporated to this Agreement by reference.

As part of its Basic Services, ARCHITECT shall provide OWNER on completion of any design, or any phase of a design, with the number of sets of plans for OWNER's use agreed to by OWNER and ARCHITECT, but in no event fewer than five sets (unless otherwise approved in writing by OWNER), and sufficient sets for the use of Contractors and subcontractors in bidding out the PROJECT, if applicable. ARCHITECT may establish a fee to Contractors or subcontractors for complete sets of plans to be used by them as part of the bid process in accordance with customary practice within the area in which the PROJECT is located.

All plans provided in connection with this AGREEMENT shall be certified by the ARCHITECT as complying with all applicable Federal, State and local laws, and shall be signed and sealed by the ARCHITECT. The plans, specifications and data provided by ARCHITECT shall be adequate and sufficient to enable those performing the actual work to perform the work. All subconsultants that perform a component of the design services required under this AGREEMENT, shall similarly prepare a plan showing their portion of the design work, as appropriate, which is similarly certified to, signed and sealed by the subconsultant.

The OWNER acknowledges that ARCHITECT has no control over the methods or means of work nor the costs of labor, materials or equipment. Unless otherwise agreed in writing, any estimates of costs by the ARCHITECT are for informational purposes only and are not guarantees.

SECTION III CHANGES IN WORK SCOPE

OWNER, without invalidating this AGREEMENT or the PROJECT, may order changes within the general scope of the PROJECT by altering, adding to and/or deleting or deducting from the PROJECT to be performed. If any changes made under this clause to the PROJECT cause an increase or decrease in the ARCHITECT'S cost of, or the time required for, the performance of part of the PROJECT, an equitable adjustment will be made by mutual written agreement and Exhibit "A" and the PROJECT will be modified in writing accordingly. All such changes shall be under the conditions of the original Agreement. Notwithstanding the foregoing, should the PROJECT be changed or amended due to some error on the part of the ARCHITECT, the only equitable adjustment that will be made shall be to the benefit of the OWNER.

SECTION IV ADDITIONAL SERVICES OF THE ARCHITECT

If ARCHITECT determines that services outside the scope of PROJECT ("Additional Services") are required or recommended, or that ARCHITECT is being asked by OWNER to perform services not covered by PROJECT, ARCHITECT shall notify OWNER that such services are Additional Services, and the cost associated with their performance prior to undertaking them. If changes deduct from the extent of the PROJECT, the contract sum shall be adjusted accordingly. All such changes shall be under the conditions of the original Agreement. Any provision in this Agreement to the contrary notwithstanding, OWNER shall not be liable to ARCHITECT for the costs of any Additional Services in connection with the PROJECT unless OWNER has agreed in writing to the performance of the services, which have been identified to OWNER as Additional Services, including the cost for such services, prior to the commencement of such services.

SECTION V THE OWNER'S RESPONSIBILITIES

The OWNER will:

- A. Provide information as to its requirements for the PROJECT to the best of OWNER'S knowledge.
- B. Designate the OWNER'S REPRESENTATIVE for this PROJECT. ARCHITECT understands and agrees that ARCHITECT shall obtain instruction and direction of the services to be performed hereunder only from OWNER'S designated OWNER'S REPRESENTATIVE or other representative designated by OWNER in writing. ARCHITECT shall not perform services directed or requested by any other person, unless approved by OWNER'S REPRESENTATIVE

or other designated representative in writing. In the event ARCHITECT is uncertain whether or not it is authorized to perform services, ARCHITECT shall seek confirmation from OWNER'S REPRESENTATIVE or other designated representative.

C. Assist ARCHITECT by placing at its disposal available reports and other data relevant to the development of the PROJECT which OWNER has had performed in connection with the property or the PROJECT by other service providers.

D. Assist ARCHITECT in gaining entry to public and private property as may be required by the ARCHITECT in the performance of their services under this AGREEMENT.

E. Examine all studies, reports, sketches, estimates, proposals and other documents presented by the ARCHITECT and render decisions pertaining thereto within a reasonable time so as not to unreasonably delay the services of the ARCHITECT.

F. Furnish, or direct ARCHITECT (by way of written Supplemental Amendment to this AGREEMENT (see Section VI) to provide necessary Additional Services as stipulated in Section III of this AGREEMENT or other services as may be required by the OWNER.

SECTION VI PAYMENTS TO THE ARCHITECT

A. OWNER agrees to pay the ARCHITECT as full compensation for the professional Architecture and associated services herein contracted for as follows:

1. Basic Services: The total fee for all tasks identified in Exhibit "A" shall not exceed the amount set out in Exhibit "B" ("Basic Services Fee"). Compensation for Services will be reimbursed on a unit price per unit of work basis in accordance with the defined unit prices detailed in Exhibit "B" and will not exceed the Basic Services Fee. Unless otherwise agreed to by the parties in writing, reimbursable expenses, including, but not limited to copying charges, long-distance phone calls, travel expenses, will be included within the Basic Services Fee. If the parties agree that reimbursable expenses are to be billed separately, they shall also itemize the expenses that will be reimbursed and agree on a not-to-exceed amount for such reimbursable expenses and that such expenses shall be invoiced at direct cost with no overhead mark-up.

2. Additional Services: Compensation will be charged based on the actual hours expended by ARCHITECT'S personnel and billed at ARCHITECT'S Standard Hourly Rates identified in Exhibit "B" attached hereto and incorporated herein for all purposes.

B. METHOD OF PAYMENT

1. Payments on account of ARCHITECT'S work on the PROJECT shall be made to ARCHITECT within 30 days after invoice is received and approved by OWNER for payment, subject to the terms of this AGREEMENT.

2. For all services rendered, payment for undisputed amounts is due as provided above, subject to the rights and remedies of OWNER. Invoices for payment of services shall not be submitted to OWNER more frequently than once per month. Billing shall include reasonable

documentation of cost of services rendered during the previous month in such form and with such content as OWNER may reasonably require. Interest shall accrue on undisputed amounts which have not been paid in accordance with the provisions of this AGREEMENT and are past due, in accordance with the provisions of Section 2251.021 of the Texas Government Code, as amended, unless delay in payment is due to the fault of ARCHITECT including improper, contested or inadequate billing procedures followed by the ARCHITECT, or the exercise of any rights or remedies by OWNER under the terms of this AGREEMENT.

3. Invoice amounts in excess of the maximum not-to-exceed amount(s) identified above, incurred prior to OWNER'S written consent shall be at ARCHITECT'S risk and OWNER is not obligated to pay such billings or expenses. ARCHITECT shall closely monitor the amount of their work and notify OWNER within five (5) working days when expenditures for any phase of work reaches eighty (80) percent of the maximum not-to-exceed amount(s) identified herein. Nothing herein shall be construed to require the OWNER to increase the approved maximum not-to-exceed contract amount(s) established under this AGREEMENT.

4. For all services rendered, ARCHITECT'S payment to subconsultants is due within ten calendar days after receipt of payment from the OWNER and, when appropriate, OWNER may issue joint checks to the ARCHITECT and subconsultants.

5. Cost of services furnished by subcontractors or subconsultants on shall be reimbursed at invoice cost, unless otherwise agreed to by the parties in writing.

SECTION VII TERMINATION AND DEFAULT

The OWNER shall have the right to terminate this AGREEMENT at any time after thirty (30) days notice to the ARCHITECT. OWNER shall pay the ARCHITECT for services rendered and obligations incurred to date of termination and ARCHITECT shall submit to the OWNER all work and documents prepared to that point. Payment to the ARCHITECT of lump-sum not-to-exceed amounts shall be proportional to services performed to the date of termination. OWNER will pay a proportionate share for the partially completed work product of any partially completed unit of work thorough the date of termination. The value of such partially completed unit of work will be determined by OWNER based on actual costs incurred. In no case will the compensation paid to ARCHITECT for partial completion of the PROJECT exceed the amount the ARCHITECT would have received had the PROJECT been completed.

In the event OWNER, through no fault of ARCHITECT, fails to perform one or more of its obligations under the terms of this Agreement, ARCHITECT shall provide OWNER with written notice of the default, and a reasonable opportunity to cure the same, but in no event shall such cure opportunity be less than thirty (30) days. If OWNER fails to cure a material default, or to initiate appropriate action to cure a material default, within such cure period, then ARCHITECT shall have the right, as its exclusive remedy, to terminate this Agreement, in which event OWNER shall be liable

to ARCHITECT for all services rendered and obligations incurred to date of termination and ARCHITECT shall submit to the OWNER all Work and documents prepared to that point. Payment to the ARCHITECT shall be proportional to services performed to the date of termination calculated in accordance with the previous paragraph.

In the event ARCHITECT, through no fault of OWNER, fails to perform one or more of its obligations hereunder or defaults under the terms of this AGREEMENT, OWNER shall provide ARCHITECT with notice of the default, and a reasonable opportunity, not to exceed thirty (30) days to cure the same. In the event a cure is not effected during such cure period, OWNER, in addition to any other rights and remedies provided by this AGREEMENT, shall have the right to pursue one or more of the following: (a) terminate this AGREEMENT, (b) withhold payments due to ARCHITECT until the default is cured to OWNER's satisfaction, or (c) pursue any rights and remedies available at law or equity. The ARCHITECT shall not be entitled to any fees or reimbursable expenses other than the fees or reimbursable expenses then due and payable as of the time of termination and then only for those services that have been timely and adequately performed by the ARCHITECT considering the actual costs incurred by the ARCHITECT in performing the work at date of termination, the value of the work that is nonetheless usable to the OWNER, the cost to the OWNER of employing another ARCHITECT to complete the work required and the time required to do so, and other factors that affect the value to the OWNER of the work performed at time of termination. All rights and remedies provided by this AGREEMENT, or available at law or equity shall be cumulative and not exclusive, and may be exercised concurrently or successively.

SECTION VIII SUCCESSOR AND ASSIGNS

This AGREEMENT shall be binding upon and inure to the benefit of the parties hereto and their respective successors, executors and assigns. The foregoing notwithstanding, the ARCHITECT shall not assign or transfer its interest in this AGREEMENT without the prior written consent of the OWNER. Any transfer or assignment made without OWNER'S prior written consent shall not be binding upon OWNER unless expressly ratified by OWNER in writing, and shall not relieve ARCHITECT of its obligations hereunder.

SECTION IX OWNERSHIP AND USE OF DOCUMENTS

The ARCHITECT agrees that items such as plans, drawings, photos, designs, studies, specifications, data, computer programs, schedules, technical reports, or other work products, including electronic files and raw data, which prepared under or pursuant to this AGREEMENT (the "Work Product") are subject to the rights of the OWNER in effect on the date of execution of this AGREEMENT. These rights include the right to use, duplicate and disclose such items, in whole or in part, in any manner and for whatever purpose; and, to have others do so, and to use such items in connection with the PROJECT and any subsequent alterations thereto. Upon completion or termination of this Agreement, the ARCHITECT shall

deliver all Work Product to the OWNER, and all Work Product shall otherwise be made available, upon request, to the OWNER without restriction or limitation on the further use of such materials, provided, however, that such materials are not intended or represented to be suitable for reuse by the OWNER or others. Any reuse without prior verification or adaptation by the ARCHITECT for the specific purpose intended will be at the OWNER's sole risk and without liability to the ARCHITECT.

If an item produced by the ARCHITECT is copyrightable, the ARCHITECT may copyright it, subject to the rights of the OWNER. The ARCHITECT grants to OWNER a royalty-free, non-exclusive and irrevocable license to reproduce, publish, modify and use such items and to authorize others to do so. Without limiting the generality of the foregoing, if the services of ARCHITECT are terminated under this AGREEMENT, OWNER shall have the right to use the work produced by ARCHITECT, and to allow others to do so, in connection with the PROJECT. The ARCHITECT shall include in its subconsultant contracts appropriate provisions to achieve the purpose of this Section IX.

All such items furnished by the ARCHITECT pursuant to this AGREEMENT are considered instruments of its services in respect to the PROJECT. It is understood that the ARCHITECT does not represent such items to be suitable for reuse on any other project. If the OWNER reuses such items without the ARCHITECT'S specific written verification or adaptation, such reuse will be at the risk of the OWNER, without liability to the ARCHITECT. Any such verification or adaptation requested by the OWNER may entitle the ARCHITECT to further compensation at an amount agreed upon between the OWNER and the ARCHITECT.

SECTION X ARCHITECT'S RESPONSIBILITY AND LIABILITY

Work performed by the ARCHITECT in connection with this AGREEMENT shall be performed with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. Acceptance and approval by the OWNER of the final PROJECT Report or other documents or services produced by ARCHITECT, shall not constitute nor be deemed a release of the responsibilities and liability of the ARCHITECT for the accuracy and competency of the ARCHITECT'S work products, design, or other documents, and services prepared/performed under this AGREEMENT. No approvals or acceptances by or on behalf of the OWNER shall be deemed to be an assumption of such responsibility by the OWNER for any defect, error or omission in said work products, design or other documents and services as prepared/performed by the ARCHITECT or its subconsultants.

The ARCHITECT further agrees to correct programs or documents or re-execute services as may be required due to the ARCHITECT'S development of programs or documents which are found to be in error or contain defects or omissions at no additional cost to the OWNER.

Redesigns required or occasioned for the convenience of the OWNER shall be paid for as provided and prescribed hereinbefore under Additional Services of the ARCHITECT, but only if such Additional Services are required in writing by OWNER as required herein.

ARCHITECT understands that OWNER may require ARCHITECT to temporarily suspend work. OWNER understands that the suspension of work by ARCHITECT may cause ARCHITECT to incur additional costs to resume work, whether on Basic or Additional Services, and OWNER agrees to reimburse ARCHITECT for such reasonable and unavoidable additional costs in an amount to be agreed upon by ARCHITECT and OWNER in writing at time ARCHITECT has been given written notice of the suspension.

SECTION XI PERIOD OF SERVICE

This AGREEMENT shall remain in force for a period required for the completion of the PROJECT, including required extensions thereto and any applicable warranty period services, unless terminated by any of the several provisions included elsewhere in this AGREEMENT.

SECTION XII MAINTENANCE OF AND RIGHT OF ACCESS TO RECORDS

The ARCHITECT agrees to maintain appropriate accounting records of costs, expenses and payrolls of employees working on the PROJECT together with documentation and evaluations and study results, for a period of five (5) years after final payment for completed services and all other pending matters concerning this AGREEMENT have been closed. The ARCHITECT further agrees that the OWNER, or their duly authorized representative(s), shall have access to any and all books, documents, papers and records of the ARCHITECT which are directly pertinent to the services to be performed under this AGREEMENT for the purposes of making audit, examination, excerpts and transcriptions.

SECTION XIII VENUE

VENUE AND JURISDICTION OF ANY SUIT, RIGHT OR CAUSE OF ACTION ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL LIE, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES CONSENT TO VENUE EXCLUSIVELY IN, COURTS OF COMPETENT JURISDICTION IN WILLIAMSON COUNTY, TEXAS.

SECTION XIV INSURANCE REQUIREMENTS; INDEMNIFICATION

The ARCHITECT agrees to carry and maintain insurance in the following types and amounts for the duration of this AGREEMENT, and furnish certificates of insurance and make available copies of policy declaration pages and policy endorsements as evidence thereof:

1. Workers Compensation Insurance: The ARCHITECT shall carry and maintain during the term of this Agreement, workers compensation and employer's liability insurance meeting the requirements of the State of Texas on all the ARCHITECT's employees carrying out the work involved in this Agreement.

2. Commercial General Liability with a combined single limit of \$1,000,000 per occurrence for coverages A&B including products/completed operations, where appropriate, with a separate aggregate of \$1,000,000. The policy shall contain the following provisions:
 - a. Blanket contractual liability coverage for liability assumed under the AGREEMENT and all contracts relative to the PROJECT.
 - b. Independent Contractors coverage.
 - c. OWNER listed as an additional insured, endorsement CG 2010.
 - d. Thirty (30) day Notice of Cancellation in favor of the OWNER, endorsement CG 0205.
 - e. Waiver of Transfer of Rights of Recovery Against Others in favor of the OWNER, endorsement CG 2404.
3. Business Automobile Liability Insurance for all owned, non-owned and hired vehicles with a minimum combined single limit of \$1,000,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$500,000 bodily injury per person, \$500,000 bodily injury per occurrence and \$500,000 property damage liability per accident. The policy shall contain the following endorsements in favor of the OWNER:
 - a. Waiver of Subrogation endorsement TE 2046A.
 - b. Thirty (30)-day Notice of Cancellation, endorsement TE 0202A.
 - c. Additional Insured, endorsement TE 9901B.
4. Professional Liability Insurance: professional errors and omissions liability insurance with limits of liability not less than \$1,000,000 per occurrence covering all work performed by the ARCHITECT, its employees, sub-contractors, or independent contractors. If this coverage can only be obtained on a "claims made" basis, the certificate of insurance must clearly state coverage is on a "claims made" basis and coverage must remain in effect for at least two years after final payment with the ARCHITECT continuing to furnish the OWNER certificates of insurance.

ARCHITECT shall require each Subconsultant to maintain the same insurance with the same endorsements in favor of OWNER, unless otherwise agreed by OWNER in writing.

General Requirements

The ARCHITECT shall be responsible for insurance premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the certificates of insurance required above.

Applicable to all insurance policies: If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of this AGREEMENT and the certificate of insurance shall state that the coverage is claims made and the retroactive date. The ARCHITECT shall maintain continuous coverage for the duration of this AGREEMENT and for not less than twenty-four (24) months following substantial completion of the PROJECT. Coverage, including any renewals, shall have the same retroactive date as the original policy applicable to the PROJECT. The ARCHITECT shall, on at least an annual basis, provide the OWNER with a certificate of insurance as evidence of such insurance.

If insurance policies are not written for amounts specified above, the ARCHITECT shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

The ARCHITECT shall not commence work under this AGREEMENT until they have obtained the required insurance and until such insurance has been reviewed by the OWNER. The ARCHITECT shall not allow any subconsultants to commence work until the required insurance has been obtained and approved. Approval of insurance by the OWNER shall not relieve or decrease the liability of the ARCHITECT hereunder.

Insurance shall be written by a company licensed to do business in the State of Texas at the time the policy is issued and shall be written by a company with an A. M. Best rating of B+VII or better.

Certificate of Insurance and all endorsements shall read:

City of Leander
105 N. Brushy
Leander, TX 78646
Attn: City Manager

The "other" insurance clause shall not apply to the OWNER where the OWNER is an additional insured shown on the policy. It is intended that policies required in this AGREEMENT, covering both the OWNER and the ARCHITECT, shall be considered primary coverage as applicable.

The OWNER shall be entitled, upon request and without expense, to receive copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies and if such request for deletions, revisions, or modifications are commercially available.

The ARCHITECT shall not cause any insurance required under this AGREEMENT to be canceled nor permit any insurance to lapse during the term of this AGREEMENT. The OWNER reserves the right to review the insurance requirements of this section during the effective period of the AGREEMENT and to make reasonable adjustments to insurance coverages and their limits when deemed necessary and prudent by the OWNER based upon changes in statutory law, court decisions or the claims history of the industry as well as the ARCHITECT (such adjustments shall be commercially available to the ARCHITECT). If the implementation of such revised insurance coverages/limits would result in additional costs to the ARCHITECT, the ARCHITECT may request additional compensation from the OWNER under the provisions of Section III.

Actual losses not covered by insurance as required by this AGREEMENT shall be paid by the ARCHITECT and will not exceed the fee earned by the ARCHITECT.

ARCHITECT shall indemnify, and hold harmless the OWNER and its officials, employees and agents (collectively referred to as "Indemnitees") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including reasonable attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of,

resulting from, or in connection with (i) the performance or non-performance of Services contemplated by this Agreement but only to the extent caused by the negligent acts, errors or omissions, intentional torts, intellectual property infringement, or a failure to pay a sub-contractor or supplier committed by ARCHITECT or ARCHITECT's agent, consultant under contract, of ARCHITECT or its employees, agents or sub-contractors (collectively referred to as "ARCHITECT") (ii) the failure of ARCHITECT to comply with any of the paragraphs herein or the failure of ARCHITECT to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal, state or local, in connection with the performance of this Agreement. ARCHITECT expressly agrees to indemnify and hold harmless the Indemnitees, or any one of them, from and against all liabilities which may be asserted by an employee or former employee of ARCHITECT, or any of its sub-contractors, as provided above, for which ARCHITECT's liability to such employee or former employee would otherwise be limited to payments under State Workers' Compensation or similar laws. Nothing herein shall require ARCHITECT to indemnify, or hold harmless any Indemnitee for the Indemnitee's own negligence or willful misconduct. Any and all indemnity provided for in this Agreement shall survive the expiration of this Agreement and the discharge of all other obligations owed by the parties to each other hereunder and shall apply prospectively not only during the term of this Agreement but thereafter so long as any liability could be asserted in regard to any acts or omissions of ARCHITECT in performing Services under this Agreement.

For Professional Liability Claims, ARCHITECT shall be liable for reasonable defense costs incurred by Indemnitees but only after final adjudication and to the extent and percent that ARCHITECT or ARCHITECT's agents are found negligent or otherwise at fault. As used in this Agreement, final adjudication includes any negotiated settlement and release of claims, without limitation as to when a negotiated settlement and release of claims occurs.

OWNER and ARCHITECT waive subrogation and hereby release each other, and their respective employees and officers, and representatives from liability for all damages, expenses and costs ("Costs"), to the extent, but only to the extent, that such amounts are covered by insurance proceeds actually paid and applied to the satisfaction of such Costs.

SECTION XV POLLUTANTS AND HAZARDOUS WASTES

It is understood and agreed by both parties that ARCHITECT has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition ("Hazardous Conditions") present at the PROJECT as of commencement of the work on the PROJECT ("Preexisting Hazardous Conditions"), if any, and ARCHITECT'S compensation hereunder is not commensurate with the potential risk of injury or loss that may be caused by exposure to such Hazardous Conditions. The parties agree that in performing the services required by the PROJECT and this AGREEMENT, ARCHITECT does not take possession or control of the subject site and is not therefore responsible for the existence of any pollutant present on or migrating from the site, except for any Hazardous Conditions introduced, caused or created by ARCHITECT or its representatives or subcontractors. ARCHITECT shall have no responsibility for any Preexisting Hazardous Condition during clean-up, transportation, storage or disposal activities related to those Pre-existing Hazardous Conditions, provided that ARCHITECT has not acted in a way that has exacerbated any such Preexisting Hazardous Condition or increased the cost of or

difficulty of removing such Preexisting Hazardous Condition and remediating the site. ARCHITECT and its Representative and Subcontractors shall promptly inform OWNER of any Preexisting Hazardous Condition or other Hazardous Condition upon discovery.

SECTION XVI COMPLIANCE WITH ALL LAWS

During the performance of the services provided by this AGREEMENT, the ARCHITECT agrees to comply, and to require its Subconsultants to comply, with all Federal, State and local laws and regulations, as well as the City's Charter as applicable to the services or the Project.

SECTION XVII CERTIFICATION OF ARCHITECT

The individual(s) signing this AGREEMENT, acting as duly authorized representative(s) of the firm of ARCHITECT hereby certify that neither they nor any other members of the ARCHITECT'S firm which they represent have:

A. Agreed, as an expressed or implied condition for obtaining this AGREEMENT, to employ or retain the services of (1) any firm or person in the employ of the OWNER or, (2) an OWNER official, in connection with carrying out the work to be performed under this AGREEMENT.

B. Paid or agreed to pay as an express or implied condition for obtaining this AGREEMENT (1) any firm or person in the employ of the OWNER or, (2) an OWNER official, any fee, contribution, donation or consideration of any kind for, or in connection with procuring or carrying out the work provided under the AGREEMENT.

The ARCHITECT further acknowledges that this certification may be furnished to any Local, State and Federal Governmental Agencies of the United States in connection with this AGREEMENT and for portions of the PROJECT involving participation of Agency Grant funds and is subject to all applicable State and Federal laws, both criminal and civil.

SECTION XVIII ADDITIONAL PROVISIONS

During the performance of the contract, ARCHITECT agrees as follows:

A. The ARCHITECT will not discriminate against any employee or applicant for employment because of race, religion, color, gender, or national origin. The ARCHITECT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, gender or national origin.

B. The ARCHITECT will, in all solicitations or advertisements for employees place by or on behalf of the ARCHITECT, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.

SECTION XIX

MISCELLANEOUS

A. INDEPENDENT CONTRACTOR.

ARCHITECT acknowledges that ARCHITECT is an independent contractor of the OWNER and is not an employee, agent, official or representative of the OWNER. ARCHITECT shall not represent, either expressly or through implication, that ARCHITECT is an employee, agent, official or representative of the OWNER. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the ARCHITECT.

B. WAIVER.

Either OWNER or the ARCHITECT shall have the right to waive any requirement contained in this Agreement that is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

C. NON-COLLUSION.

ARCHITECT represents and warrants that ARCHITECT has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work to be provided to the OWNER under this Agreement. ARCHITECT further agrees that ARCHITECT shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the OWNER pursuant to this Agreement) for any of the services performed by ARCHITECT under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to ARCHITECT, ARCHITECT shall immediately report that fact to the OWNER and, at the sole option of the OWNER, the OWNER may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to ARCHITECT under or pursuant to this Agreement.

D. FORCE MAJEURE

If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing force majeure events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a force majeure event causing such delay and the other party shall not otherwise be aware of such force majeure event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.

E. RELATIONSHIP OF PARTIES

Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.

F. SEVERABILITY

If any word, phrase, clause, sentence or provision of the AGREEMENT, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, invalid or unenforceable, such finding shall only effect such word, phrase, clause, sentence or provision, and such finding shall not effect the remaining portions of the AGREEMENT, this being the intent of the parties in entering unto this AGREEMENT; and all provisions of this instrument are declared to be severable for this purpose.

G. CONSTRUCTION OF AGREEMENT; GOVERNING LAW

Although the AGREEMENT is substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas.

H. DISPUTE RESOLUTION

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties agree first to try in good faith to settle the dispute by mediation, before resorting to some other dispute resolution procedure. The cost thereof shall be borne equally by each Party. This AGREEMENT does not call for the parties to arbitrate any dispute arising out of or related to this AGREEMENT. No arbitration arising out of, or relating to, this AGREEMENT and any PROJECTS involving one party to this AGREEMENT may include the other party to this AGREEMENT without that other party's consent. In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all its own costs and attorney's fees.

I. CONSTRUCTION DEFECT CLAIM

For any claim to which Section 2272 of the Government Code applies, Prior to commencing any legal action on a Construction project for a Construction Defect, OWNER must provide ENGINEER a written report meeting the requirements of Section 2272.003 as well as an opportunity to Inspect and Correct pursuant to Section 2272.004. ARCHITECT must provide the report to all subcontractors within five (5) days of receipt.

K. ARCHITECT'S PROJECT PURCHASES

All durable PROJECT equipment, tools, materials, etc., if any, purchased by the ARCHITECT and invoiced to the OWNER shall be considered the property of the OWNER and

shall be given over to the OWNER at the time of OWNER'S request or at the completion of the PROJECT.

L. FULL AND FINAL AGREEMENT

This AGREEMENT (consisting of this document and, where applicable, OWNER'S Request for Qualifications ("RFQ") which is incorporated herein by reference for all purposes to the extent that such RFQ is not inconsistent with this document and also including ARCHITECT'S proposal and submittals, where applicable, to the extent that such proposal and submittals are not inconsistent with this document or the RFQ) constitutes the entire agreement of the parties concerning the subject matter hereof, and may only be amended by a written document signed by both parties. All prior and contemporaneous understandings, whether written or oral, are merged herein.

M. NOTICE

Any notice required or desired to be given from one party to the other party to this Agreement shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

N. STATUTORY VERIFICATIONS

1. To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2271.002 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 ARCHITECT represents that neither the ARCHITECT nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Landlord (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.

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

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

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

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

5. ARCHITECT represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code and Chapter 2252 of the Texas Government Code. The parties herein acknowledge that if this contract meets the requirements of Chapter 2252, this contract may be voidable if the disclosure requirements are not met.

Executed to be effective as of the ____ day of _____, 202__.

OWNER: City of Leander

By: _____

Isaac D. Turner

Address for Notice:

Mailing address:

City of Leander

105 N. Brushy Street

Leander, TX 78646

ARCHITECT

Fisher Heck Architects

By: 

Name: Mark Navarro, AIA

Title: President - Fisher Heck Architects

Address for Notice:

915 S. St. Mary's St., San Antonio, TX 78205

List of Exhibits: All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Exhibit "A" -- Scope of Work; Basic Services Fee; Time for Completion; ("PROJECT")
Exhibit "B" -- Defined Unit Prices, Basic Services Fee, and Schedule of Hourly Rates for
ARCHITECT and its Subconsultants.

APPENDIX A. Additional Terms (*add if applicable*)



EXECUTIVE SUMMARY
1/18/2024

AGENDA SUBJECT:

Approval of the Second Reading of an Ordinance 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 ± 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.

BACKGROUND:

This request is the final step in the zoning process. Staff recommends approval of the requested zoning. The Planning & Zoning Commission recommended approval during the December 14, 2023 meeting.

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

01/04/2024 – City Council, 2nd Public Hearing & 1st Reading of the Ordinance

APPLICANT/AGENT:

Kimley-Horn & Assoc (Jonathan Sosebee) on behalf of REALEANDER, LLC (Prasad Kollshetti)

RECOMMENDATION:

The City Council reviewed this request during the January 4, 2024 meeting and unanimously recommended approval.

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

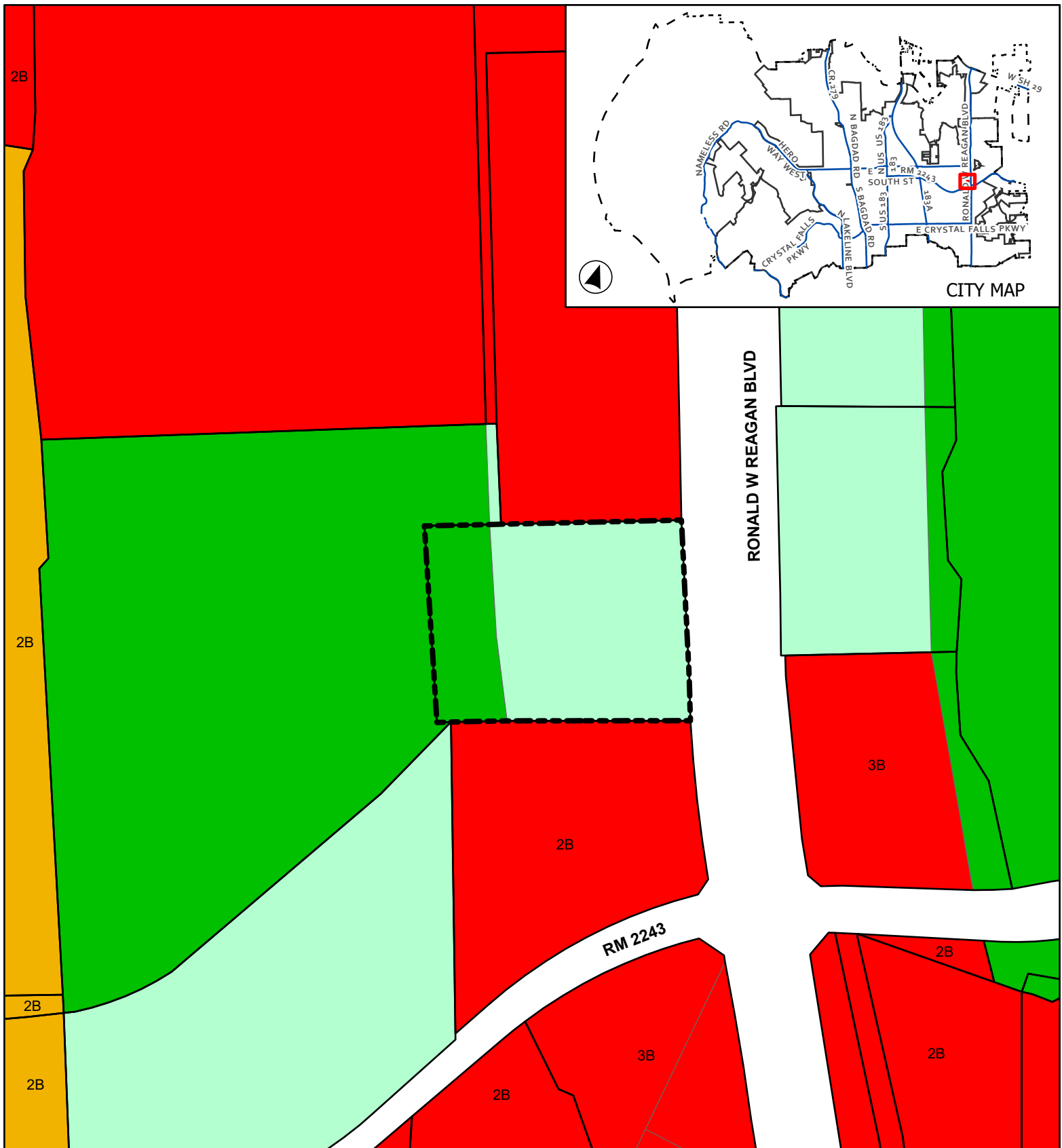
PUBLIC NOTIFICATION:

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

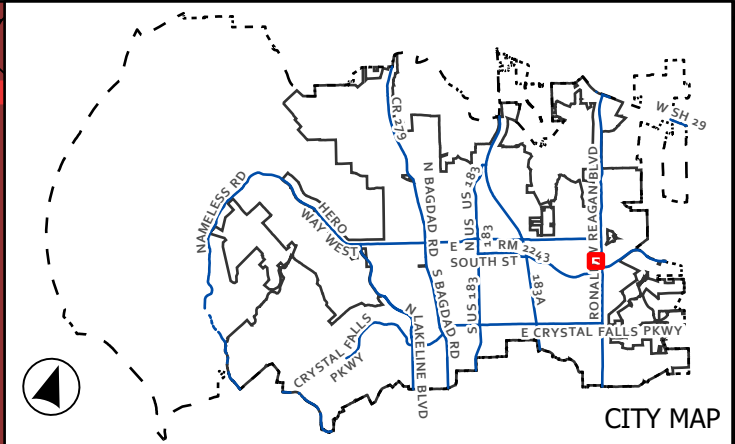
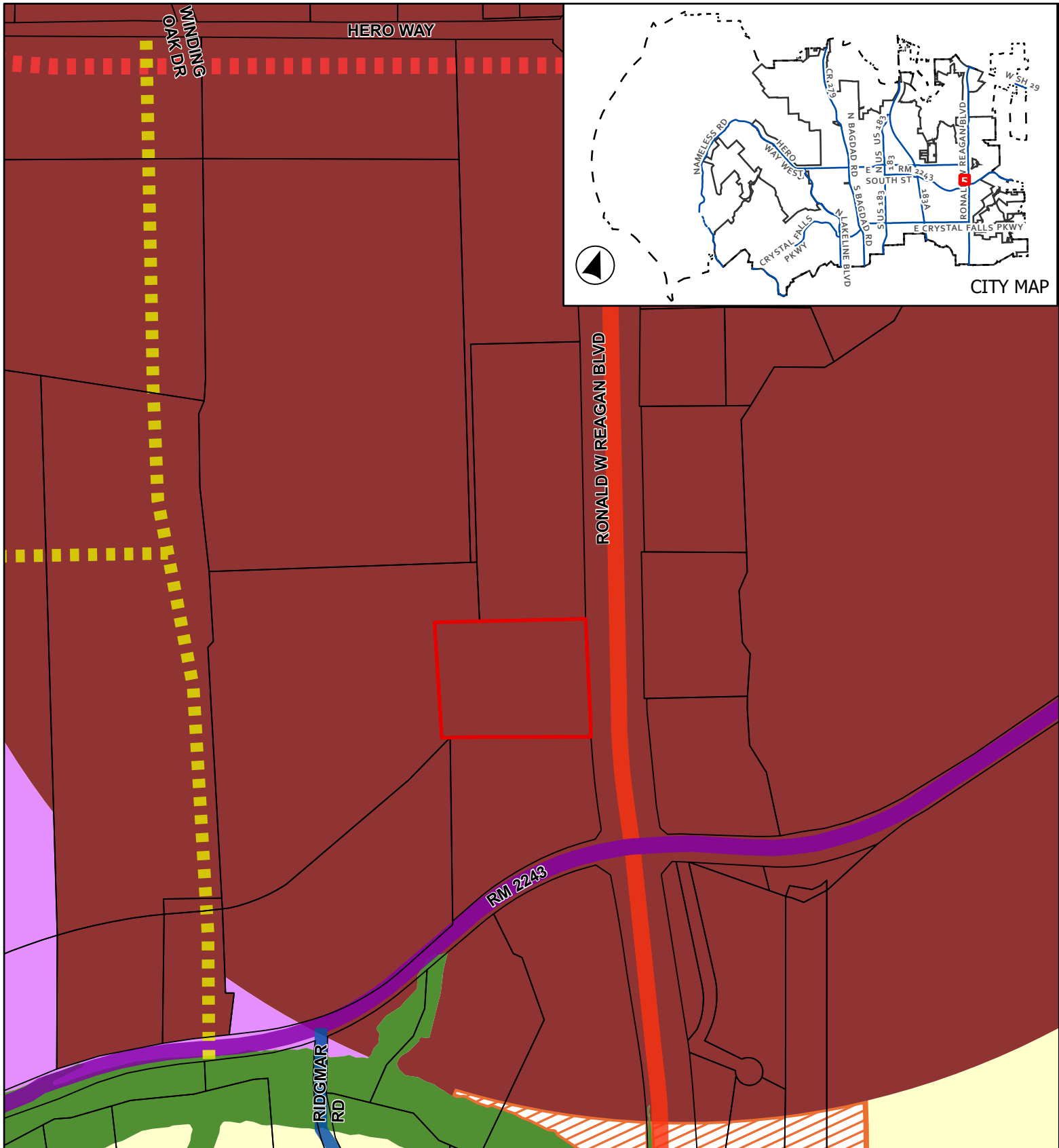


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Feet

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.



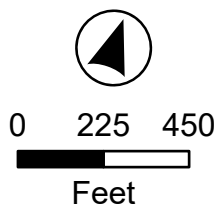
CASE: Z-23-0098

ATTACHMENT 3

ARS PRIDE

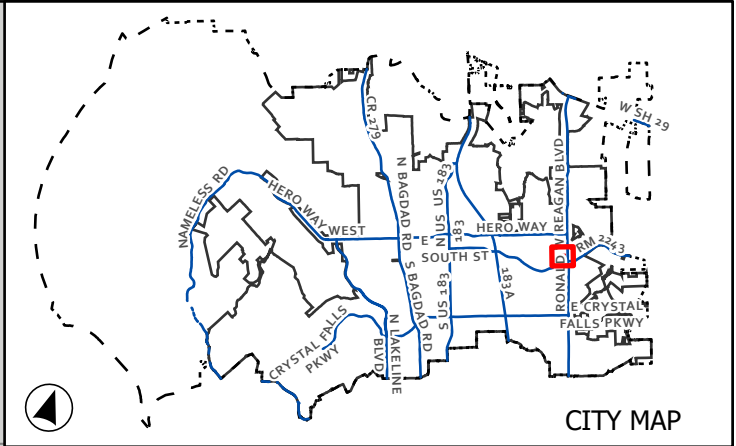
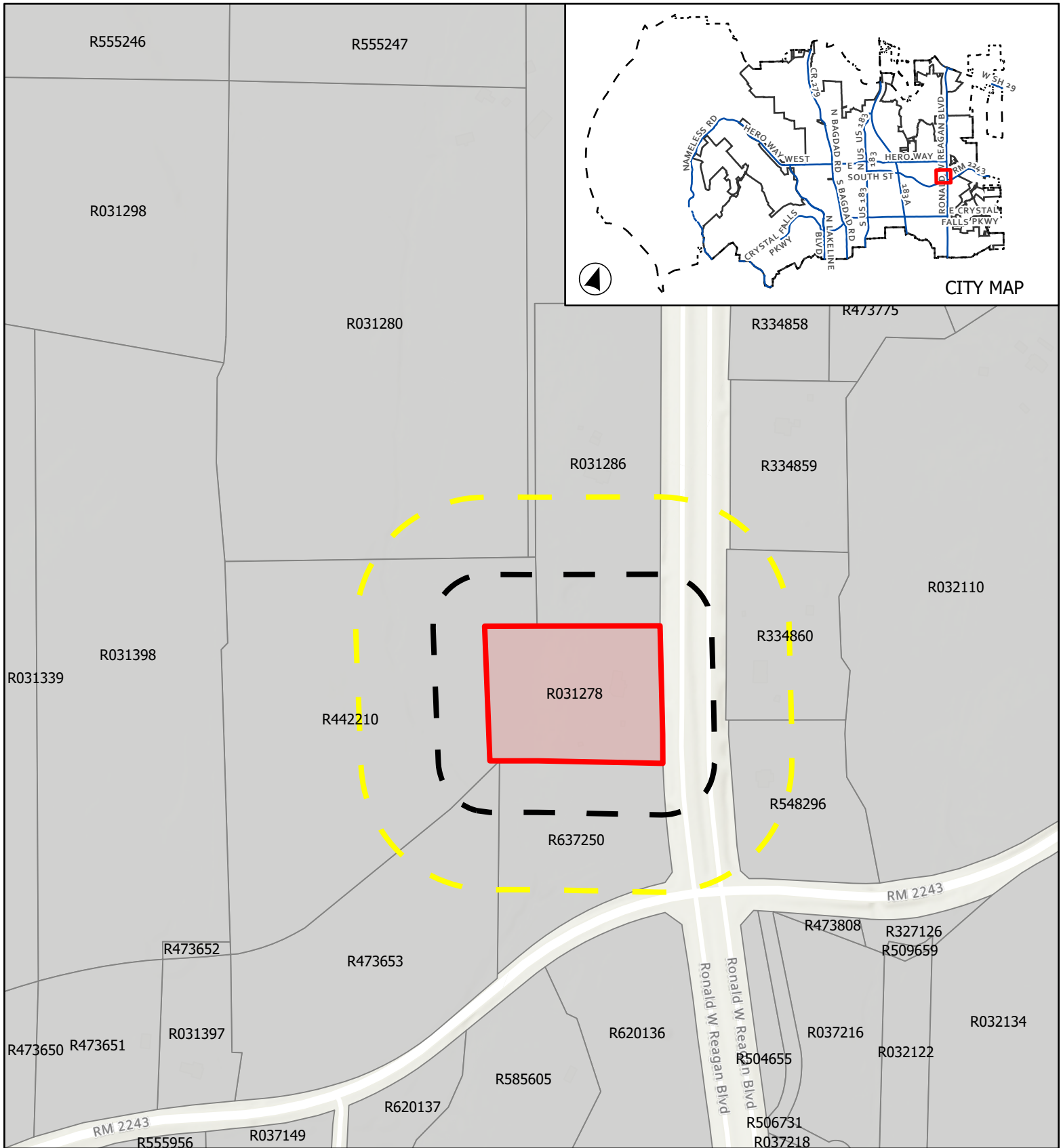
Future Land Use Map

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
- Thoroughfare Plan**
- Access Controlled, Existing
- Arterial 4 Lane, Existing
- Rural, Existing
- Access Controlled, Proposed

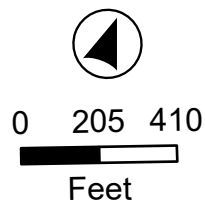
- Collector, Proposed
- Future Land Use**
- Neighborhood Residential
- Multi-Use Corridor - Priority Corridor
- Activity Center
- Employment Center
- Greenway



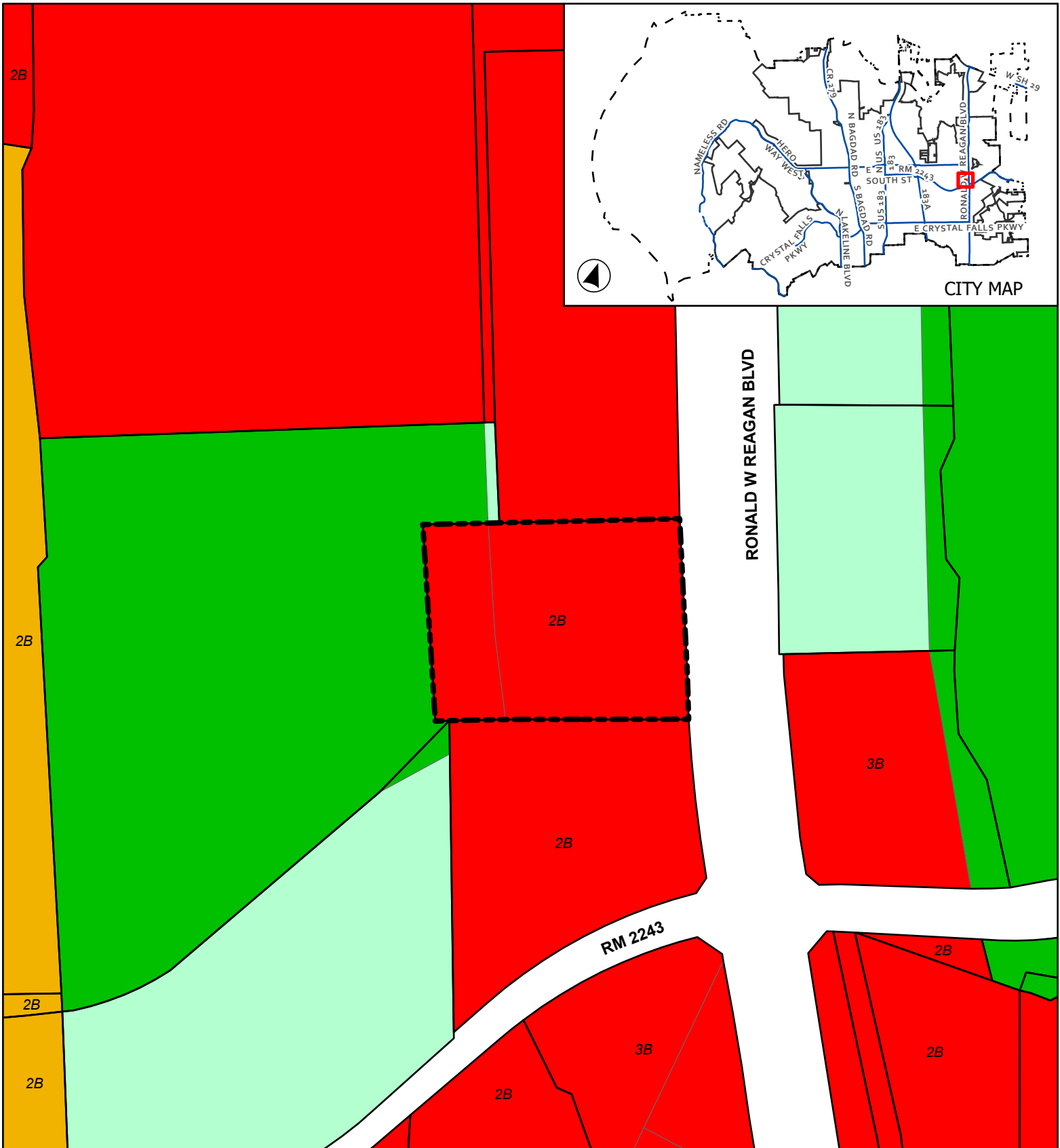
CASE: Z-23-0098 ATTACHMENT 4 ARS PRIDE

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

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
- Extra-Territorial Jurisdiction
- SFR - Single-Family Rural

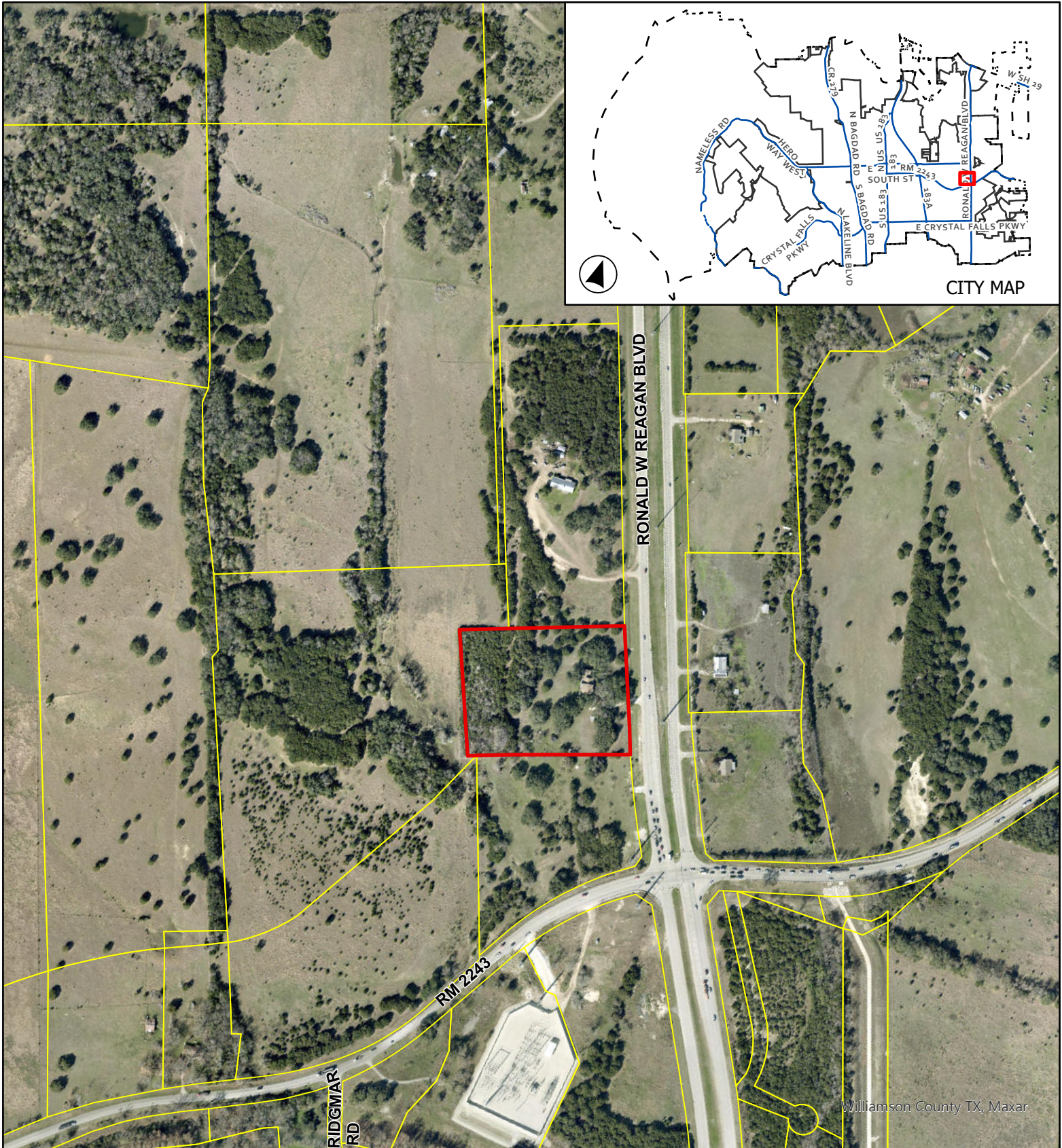
- SFS - Single-Family Suburban
- SFT - Single-Family Townhouse
- GC - General Commercial



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Feet



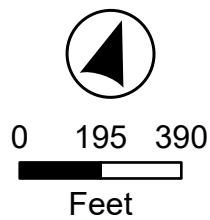
CASE: Z-23-0098

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.

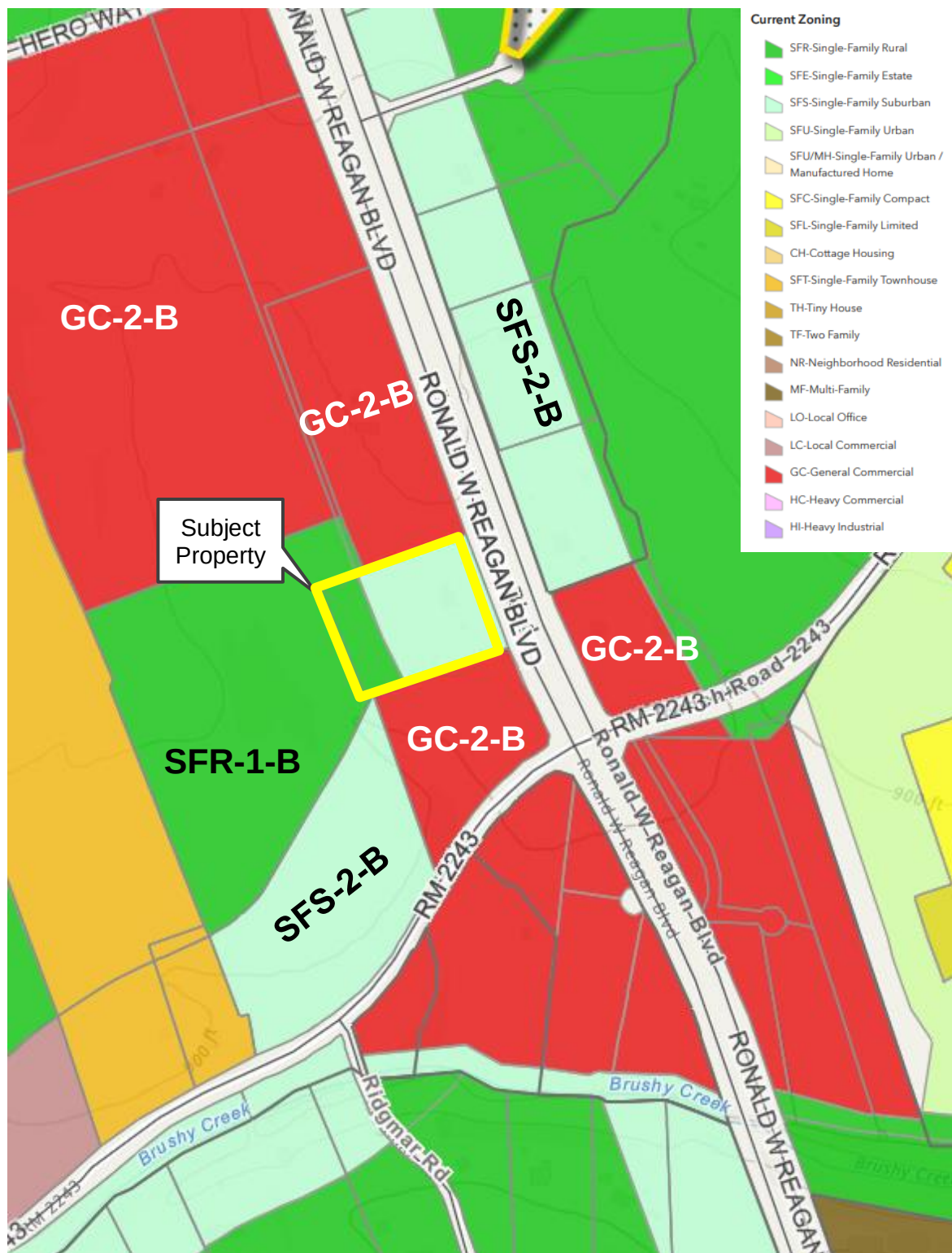
According to the Future Land Use Map (FLUM), the site is located in the Activity Center Future Land Use Category. According to the 2020 Leander Comprehensive Plan, the Activity Center is intended to be a major commercial center and provide diverse retail to serve the region. Commercial retail and big 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, appearing to read "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).

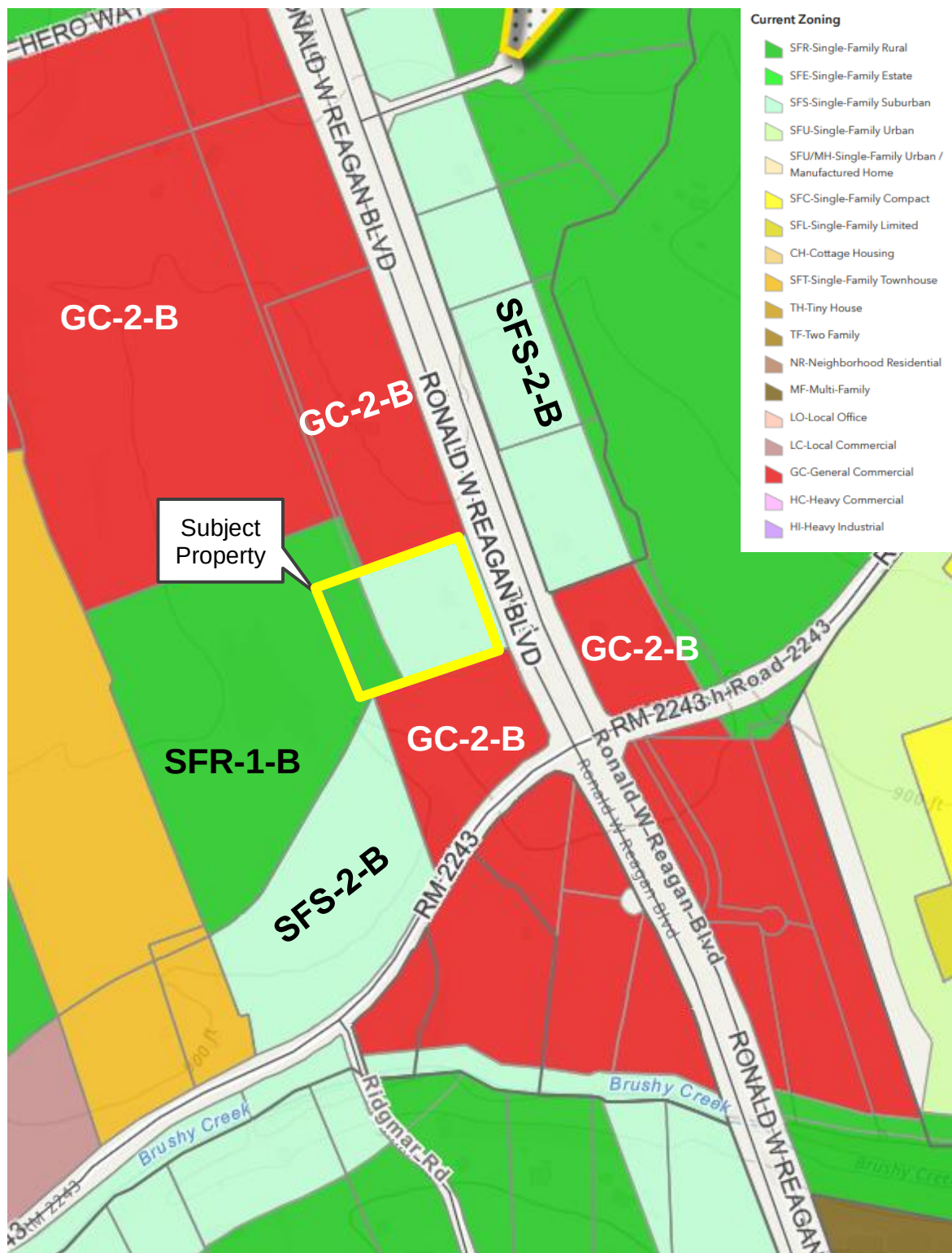
The proposed zoning is General Commercial (GC-2-B), and it will permit a variety of commercial options on the Property to serve residents along the Ronald Reagan corridor and align with the neighboring properties along Ronald Reagan.

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
1/18/2024

AGENDA SUBJECT:

Conduct a Public Hearing regarding Subdivision Case CP-23-0022 to adopt the 183A RE Investments Concept Plan and Preliminary Plat on one (1) parcel of land approximately 9.614 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R461862; generally located 700 feet southeast of the intersection of 183A Toll Road and Aven Way, Leander, Williamson County, Texas.

- Discuss and consider action regarding Subdivision Case CP-23-0022 as described above.

BACKGROUND:

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

HISTORY/TIMELINE:

08/08/2005 – Annexation

04/21/2023 – Zoning Approved

01/11/2024 – Planning & Zoning Commission, 1st Public Hearing

APPLICANT/AGENT:

DCS Engineering, LLC (Jordan T. Hurta) on behalf of 183A RE Investments, LLC (Shakeel Badarpura)

RECOMMENDATION:

The proposal includes four (4) commercial lots. Staff recommends approval of this request. The Planning & Zoning Commission approved this request at their January 11, 2024 meeting unanimously.

PRESENTER:

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

Attachments:

1. Concept Plan and Preliminary Plat
2. Location Map
3. 1-11-2024 P Z Minutes

FILENAME: Z:\Projects 1400-1499\20101498 - 183A Reinvestment - Hwy 183 Site Cvt\500 - Final Design\5.1 - Drawings\Sheet Files\Concept Plan Exhibits\Cover Sheet.dwg, LAST SAVED ON: Dec 01 2023 8:59pm, PLOTTED BY: RMALDONADO, ON: Dec 05 2023 2:26pm, CFG:

183A RE INVESTMENTS

CONCEPT PLAN AND PRELIMINARY PLAT

PROJECT NUMBER: CP-23-0022

PROJECT INFORMATION:	
OWNERS:	183A RE INVESTMENTS, LLC 11940 JOLLYVILLE RD #STE 110-N AUSTIN, TX 78759 460-221-7689
ENGINEER:	DCS ENGINEERING, LLC 1101 S. CAPITAL OF TEXAS HIGHWAY, BUILDING G-100 AUSTIN, TX 78746 512-614-6171
SURVEYOR:	MANHARD CONSULTING, LLC 6448 E HIGHWAY 290, STE. B-105 AUSTIN, TX. 78723 512-244-3395
PROPERTY ZONING:	183 PLAZA PUD
FUTURE LAND USE CATEGORY:	EMPLOYMENT CENTER
NUMBER OF BLOCKS:	NONE
TOTAL NUMBER OF LOTS:	4
TOTAL ACREAGE:	9.614 AC. (418,778 SQ. FT.)
LOT 1 ZONED: PUD-GC-3-A	2.326 AC. (101,329.87 SQ.FT.)
LOT 2 ZONED: PUD-GC-3-A	4.894 AC. (213,196.01 SQ.FT.)
LOT 3 ZONED: PUD-GC-3-A	1.034 AC. (45,034.09 SQ.FT.)
LOT 4 ZONED: PUD-GC-3-A	1.359 AC. (59,217.94 SQ.FT.)
NEW STREETS:	NONE
FILING DATE:	07/25/2023
SUBMITTAL DATE:	07/14/2023
DATE OF PLANNING AND ZONING COMMISSION REVIEW:	

GENERAL PLAT NOTES:

1. THIS SUBDIVISION IS WHOLLY CONTAINED WITHIN THE CURRENT CORPORATE LIMITS OF THE CITY OF LEANDER, TEXAS. (INSIDE CITY ONLY)
2. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO THE CITY OF LEANDER WATER DISTRIBUTION AND WASTEWATER COLLECTION FACILITIES.
3. A BUILDING PERMIT IS REQUIRED FROM THE CITY OF LEANDER PRIOR TO CONSTRUCTION OF ANY BUILDING OR SITE IMPROVEMENTS ON ANY LOT IN THIS SUBDIVISION. (INSIDE CITY ONLY)
4. NO BUILDINGS, FENCES, LANDSCAPING OR OTHER STRUCTURES ARE PERMITTED WITHIN DRAINAGE EASEMENTS SHOWN EXCEPT AS APPROVED BY THE CITY OF LEANDER PUBLIC WORKS DEPARTMENT.
5. PROPERTY OWNER SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY THE CITY OF LEANDER.
6. ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER ASSIGNS. IN ADDITION TO THE EASEMENT SHOWN HEREON, A TEN (10') FOOT WIDE PUBLIC UTILITY EASEMENT IS DEDICATED ALONG AND ADJACENT TO ALL RIGHT-OF-WAY AND A TWO AND A HALF (2.5') FOOT WIDE PUBLIC UTILITY EASEMENT IS DEDICATED ALONG ALL SIDE LOT LINES.
7. NO PORTION OF THIS TRACT IS WITHIN A FLOOD HAZARD AREA AS SHOWN ON THE FLOOD INSURANCE RATE MAP PANEL # 48491C0455F FOR WILLIAMSON CO., EFFECTIVE DECEMBER 20, 2019.
8. BUILDING SETBACKS NOT SHOWN HEREON SHALL COMPLY WITH THE MOST CURRENT ZONING ORDINANCE OF THE CITY OF LEANDER. ADDITIONAL RESIDENTIAL GARAGE SETBACKS MAY BE REQUIRED AS LISTED IN THE CURRENT ZONING ORDINANCE. (INSIDE CITY ONLY)
9. SIDEWALKS SHALL BE INSTALLED ON BOTH SIDES OF [N/A] AND THE SUBDIVISION SIDE OF [183A TOLL ROAD]. THOSE SIDEWALKS NOT ABUTTING A RESIDENTIAL, COMMERCIAL OR INDUSTRIAL LOT (INCLUDING SIDEWALKS ALONG STREET FRONTAGES OF LOTS PROPOSED FOR SCHOOLS, CHURCHES, PARK LOTS, DETENTION LOTS, DRAINAGE LOTS, LANDSCAPE LOTS, OR SIMILAR LOTS), SIDEWALKS ON ARTERIAL STREETS TO WHICH ACCESS IS PROHIBITED, SIDEWALKS ON DOUBLE FRONTAGE LOTS ON THE SIDE TO WHICH ACCESS IS PROHIBITED, AND ALL SIDEWALKS ON SAFE SCHOOL ROUTES SHALL BE INSTALLED WHEN THE ADJOINING STREET IS CONSTRUCTED.
10. ALL UTILITY LINES MUST BE LOCATED UNDERGROUND.
11. THIS PLAT CONFORMS TO THE PRELIMINARY PLAT APPROVED BY THE PLANNING & ZONING COMMISSION ON _____ (INSERT APPROVAL DATE)
12. APPROVAL OF THIS FINAL PLAT DOES NOT CONSTITUTE THE APPROVAL OF VARIANCES OR WAIVERS TO ORDINANCE REQUIREMENTS.

NON-RESIDENTIAL & MULTIFAMILY PLAT NOTES:

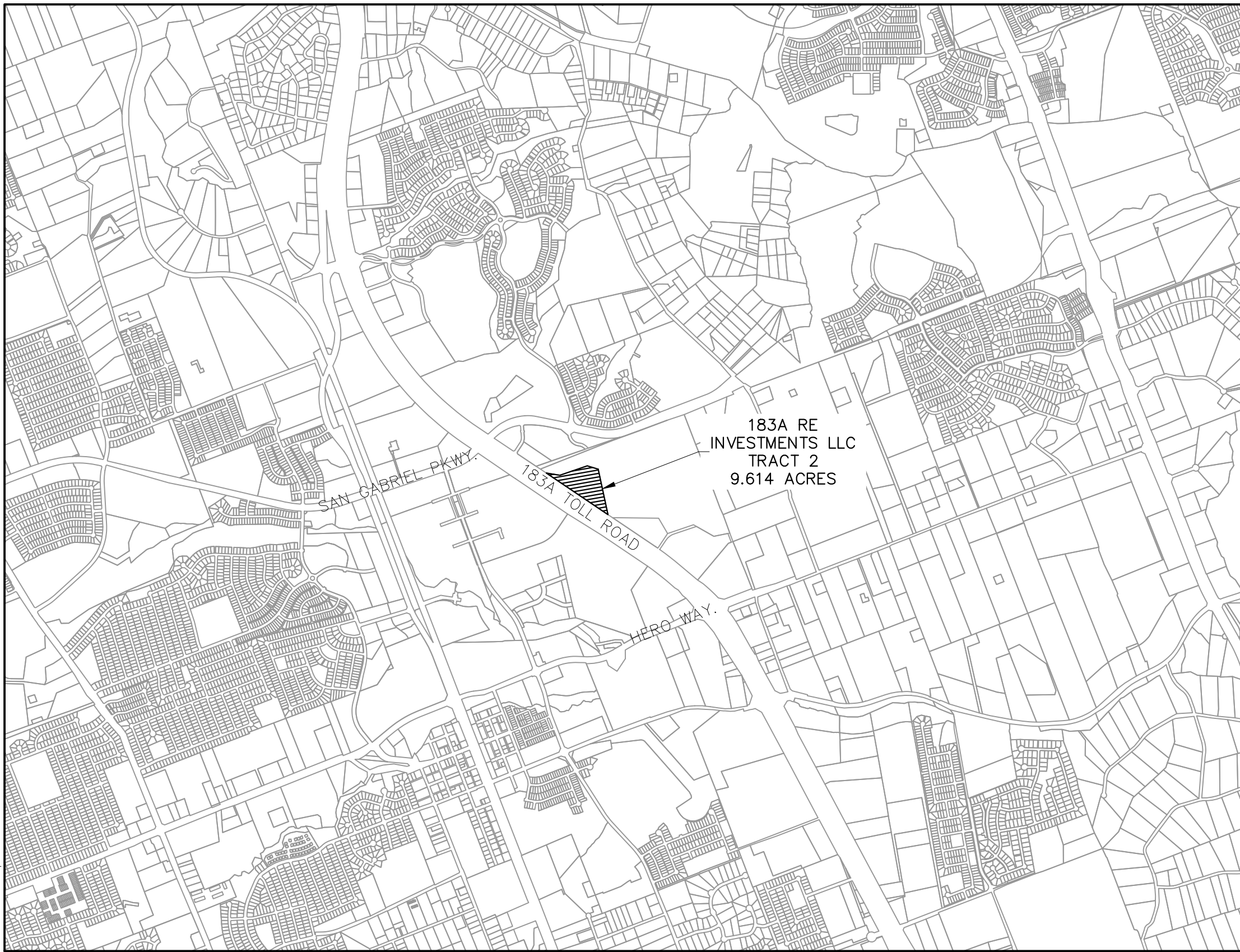
1. ALL DRIVE LANES, FIRE LANES, AND DRIVEWAYS WITHIN THIS SUBDIVISION SHALL PROVIDE FOR RECIPROCAL ACCESS FOR INGRESS AND EGRESS TO ALL OTHER LOTS WITHIN THE SUBDIVISION AND TO ADJACENT PROPERTIES.

TRAFFIC IMPACT ANALYSIS NOTE:

1. A TIA FEE-IN-LIEU WILL BE REQUIRED AT SITE DEVELOPMENT BASED ON TRIP GENERATION DATA FROM THE LATEST ITE TRIP GENERATION MANUAL FOR EACH LAND USE.

GENERAL NOTE:

1. RELEASE OF THIS APPLICATION DOES NOT CONSTITUTE A VERIFICATION OF ALL DATA, INFORMATION, AND CALCULATIONS SUPPLIED BY THE APPLICANT. THE ENGINEER OF RECORD IS SOLELY RESPONSIBLE FOR THE COMPLETENESS, ACCURACY AND ADEQUACY OF HIS/HER SUBMITTAL, WHETHER OR NOT THE APPLICATION IS REVIEWED FOR CODE COMPLIANCE BY THE CITY ENGINEERS.



SITE LOCATION
1" = 2000'

DRAWING INDEX

1. COVER SHEET
2. CONCEPT PLAN
3. EXISTING CONDITIONS & TREE LIST
4. PRELIMINARY PLAT
5. IMPROVEMENTS OVERALL
6. DRAINAGE PLAN
7. DRAINAGE AREA MAP
8. WATER PLAN
9. WASTEWATER PLAN

SUBMITTED FOR APPROVAL BY:

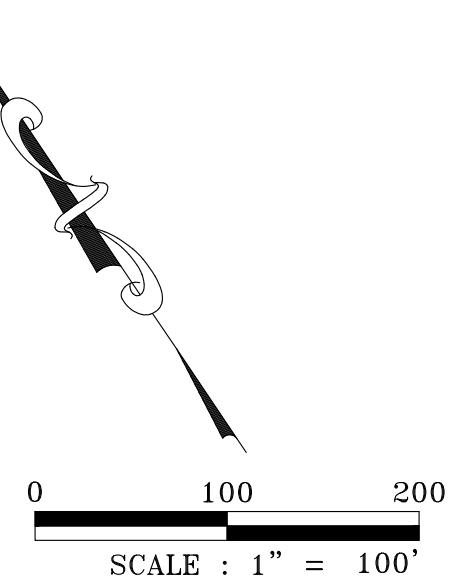
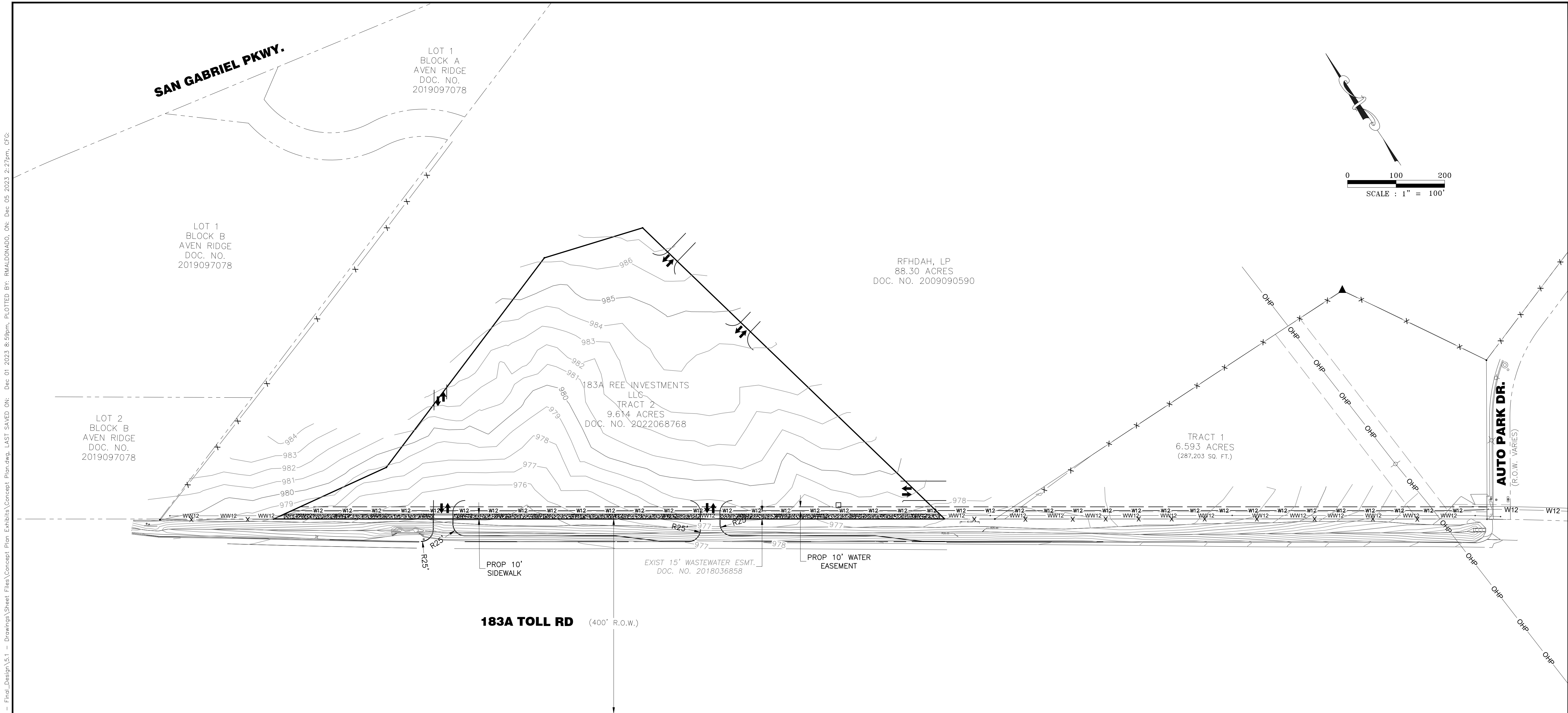
Jordan T. Hurta
JORDAN T. HURTA, P.E.
DCS ENGINEERING, LLC

12/5/2023
DATE



1101 S. Capital of Texas Highway,
Building G-100
Austin, Texas 78746
Phone (512) 614-6171
T.B.P.E. FIRM NO. F-13162

FILENAME: Z:\Projects 1400-1499\20101498 - 183A Reinvestment - Hwy 183 Site Civil\500 - Final\Design\5.1 - Drawings\Sheet\Concept Plan.dwg, LAST SAVED ON: Dec 01 2023 8:59pm, PLOTTED BY: RMALDONADO, ON: Dec 05 2023 2:27pm, CFG:



GENERAL INFORMATION:	
OWNERS:	183A RE INVESTMENTS, LLC 11940 JOLLYVILLE RD #STE 110-N AUSTIN, TX 78759
ENGINEER:	DCS ENGINEERING, LLC 1101 S. CAPITAL OF TEXAS HIGHWAY, BUILDING G-100 AUSTIN, TX 78746
SURVEYOR:	MANHARD CONSULTING, LLC 6448 E HIGHWAY 290, STE. B-105 AUSTIN, TX. 78723
TOTAL NUMBER OF LOTS:	4
TOTAL ACREAGE:	9.614 AC. (418,778 SQ. FT.)
PATENT SURVEY:	WILLIAM CALDWELL SURVEY ABSTRACT 162

SITE BENCHMARK: A
CHISELED SQUARE IN CONCRETE; PLACED IN THE MOST
SOUTHERLY CORNER OF A STORM INLET ON THE SOUTH
RIGHT-OF-WAY LINE OF AUTOPARK DR.

ELEVATION=969.71' DATUM=NAVD88-GEOID 18

SITE BENCHMARK: B
CHISELED SQUARE IN CONCRETE; PLACED IN THE CENTER OF
A HEADWALL ON THE NORTH RIGHT-OF-WAY LINE OF 183-A
TOLL ROAD

ELEVATION=975.08' DATUM=NAVD88-GEOID 18

FUTURE LAND USE AND ZONING INFORMATION		
FUTURE LAND USE	ZONING	LUES
EMPLOYMENT CENTER	PUD-GC-3-A	81

- NOTES:
- NO PORTION OF THIS TRACT IS WITHIN A FLOOD HAZARD AREA AS DELINEATED ON THE FEMA FLOOD INSURANCE RATE MAP PANEL #48491C0455F FOR WILLIAMSON COUNTY, EFFECTIVE DECEMBER 20, 2019.
 - COORDINATES AND BEARINGS ARE BASED UPON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (NAD 83), UTILIZING THE ALTERRA CENTRAL RTKNET VIRTUAL REFERENCE NETWORK.
 - ELEVATIONS ARE BASED UPON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (GEOID18).
 - TOPOGRAPHIC FIELD WORK COMPLETED ON 3/17/2023.
 - BUILDINGS BIGGER THAN 6,000 SF, OR AS OTHERWISE REQUIRED BY THE 2015 FIRE AND BUILDINGS CODES DUE TO USE AND OCCUPANCY, SHALL BE REQUIRED TO INSTALL AN AUTOMATIC FIRE SPRINKLER SYSTEM.
 - BUILDINGS WITH HEIGHT GREATER THAN 30-FT, AERIAL APPARATUS IS REQUIRED, REQUIRING AN UNOBSTRUCTED 26-FOOT FIRE LANE TO BE LOCATED WITHIN A MINIMUM 15 FEET AND A MAXIMUM OF 30 FEET.

ESTIMATED TRIPS BASED ON LAND USE CODES					
RETAILS	LAND USE CODES	AM TRIPS	PM TRIPS	WEEKDAY TRIPS	RETAILS Q
GAS STATION, CONVENIENT STORE (14 FUEL PUMPS)	945	442	377	4149	6500
QUICK SERVICE RESTAURANT	934	134	99	1402	3000
AUTO PART SALES	843	32	62	694	12720
SUPER MARKET	850	37	114	1199	12780
PHARMACY DRUG STORE W/ DRIVE THRU	881	37	100	1060	9780
HOTEL (ROOMS = 80)	310	33	31		
TOTAL PEAK HOUR TRIPS		715	783		

LEGEND	
	= PROPERTY LINE
	= EXIST EASEMENT LINE
	= FOUND 1/2-INCH IRON ROD
	= SET MAG NAIL WITH "MANHARD CONSULTING" STAINLESS STEEL WASHER
	= FOUND IRON PIPE
	= BENCHMARK
	= PROP 12" WATER LINE
	= EXIST WASTEWATER LINE
	= PROP EASEMENT LINE
	= SIDEWALK

REV. NO.	DATE	DESCRIPTION	PROJECT MANAGER:	JTH
			DESIGNED BY:	RM
			CHECKED BY:	JTH
			DRAWN BY:	RM
			DCS PROJECT NO:	20101498

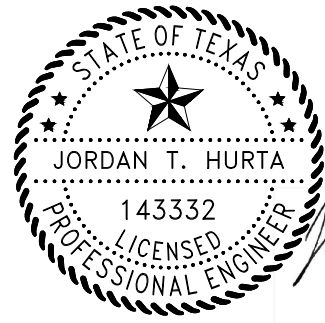


DCS ENGINEERING, LLC
1101 S. CAPITAL OF TEXAS
HIGHWAY, BUILDING G-100
AUSTIN, TX 78746

TEL: (512) 614-6171
T.B.P.E. FIRM NO. F-13162

CITY OF LEANDER

183A RE INVESTMENTS
SITE DEVELOPMENT

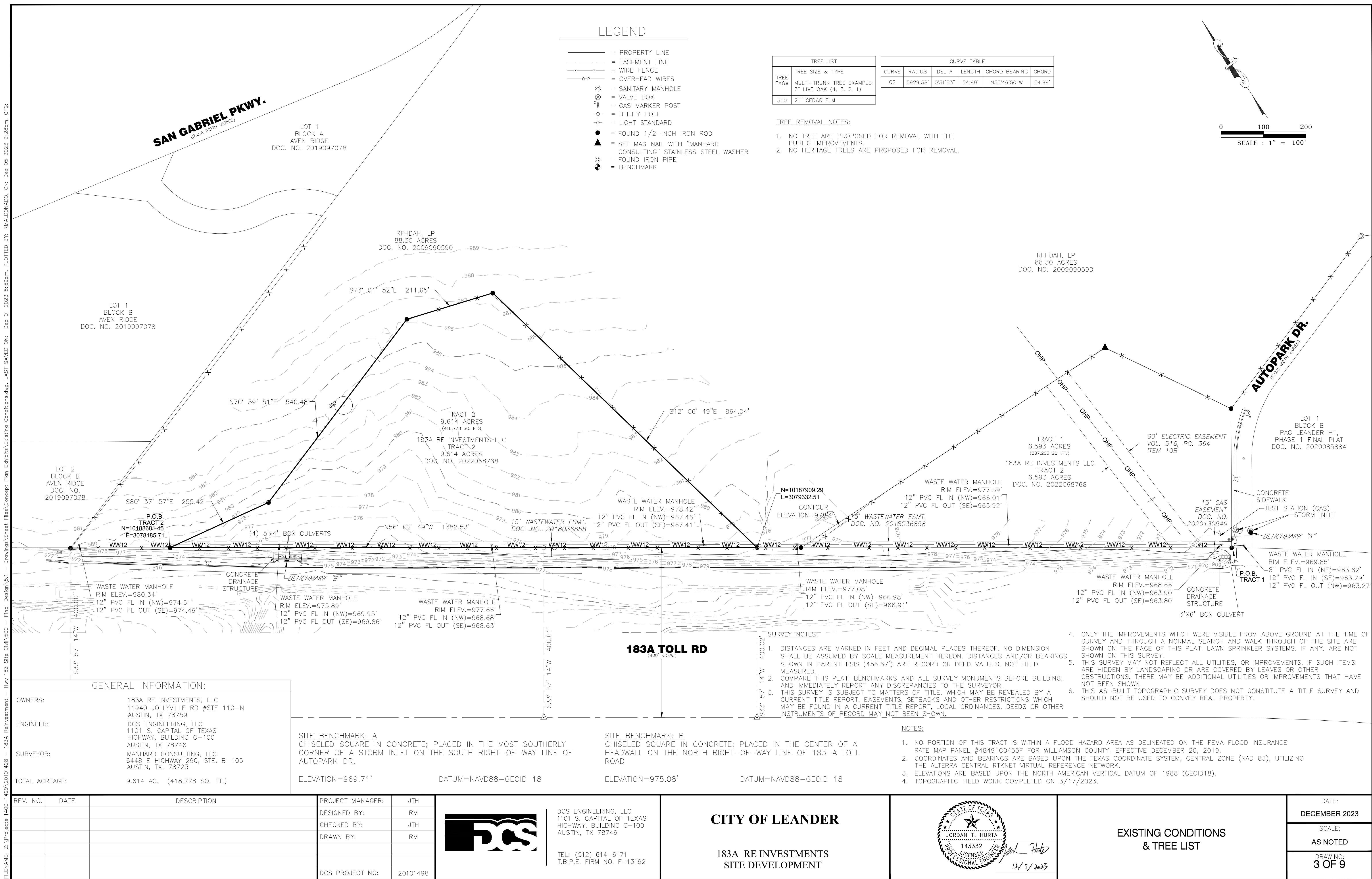


CONCEPT PLAN

DATE:
DECEMBER 2023

SCALE:
AS NOTED

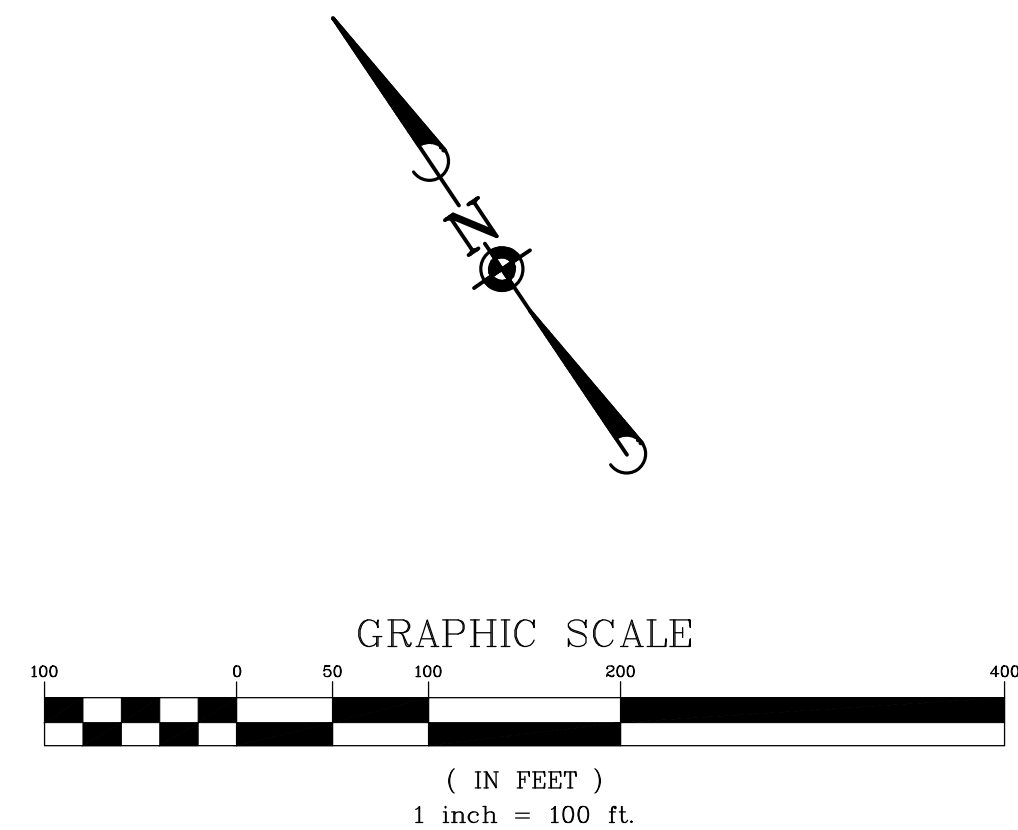
DRAWING:
2 OF 9





9.614 ACRES OUT OF THE TALBOT CHAMBERS SURVEY
ABSTRACT NO. 125, WILLIAMSON COUNTY, TEXAS

Lot Table			
Lot #	Block	Acreage	Square Footage
1	A	1.360	59,218
2	A	1.068	46,550
3	A	4.673	203,540
4	A	2.513	109,469
Total		9.614	418,777



ACREAGE: 9.614
PATENT SURVEY: TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125
NUMBER OF BLOCKS: 1
ACREAGE BY LOT TYPE: COMMERCIAL DEVELOPMENT: 9.614
NUMBER OF LOTS BY TYPE: COMMERCIAL DEVELOPMENT - 4
PROPERTY ZONING: GC-3-A
FUTURE LAND USE CATEGORY: EMPLOYMENT CENTER
FILING DATE: 07/03/2023

[illegible]

Manhard
CONSULTING

3448 E Highway 290, Ste. B-103, Austin, TX 78733 ph:512.244.3395 manhard.com
Civil Engineers | Surveyors | Water Resource Engineers | Water & Waste Water Engineers
Environmental Engineers | Professional Engineers & Land Surveyors (Reg. No. F-1034754-Surv.) F-17332-Eng
Texas Board of Professional Engineers & Land Surveyors

183A RE INVESTMENT
183-A TOLL ROAD, LEANDER, WILLIAMSON COUNTY, TEXAS
PRELIMINARY PLAT

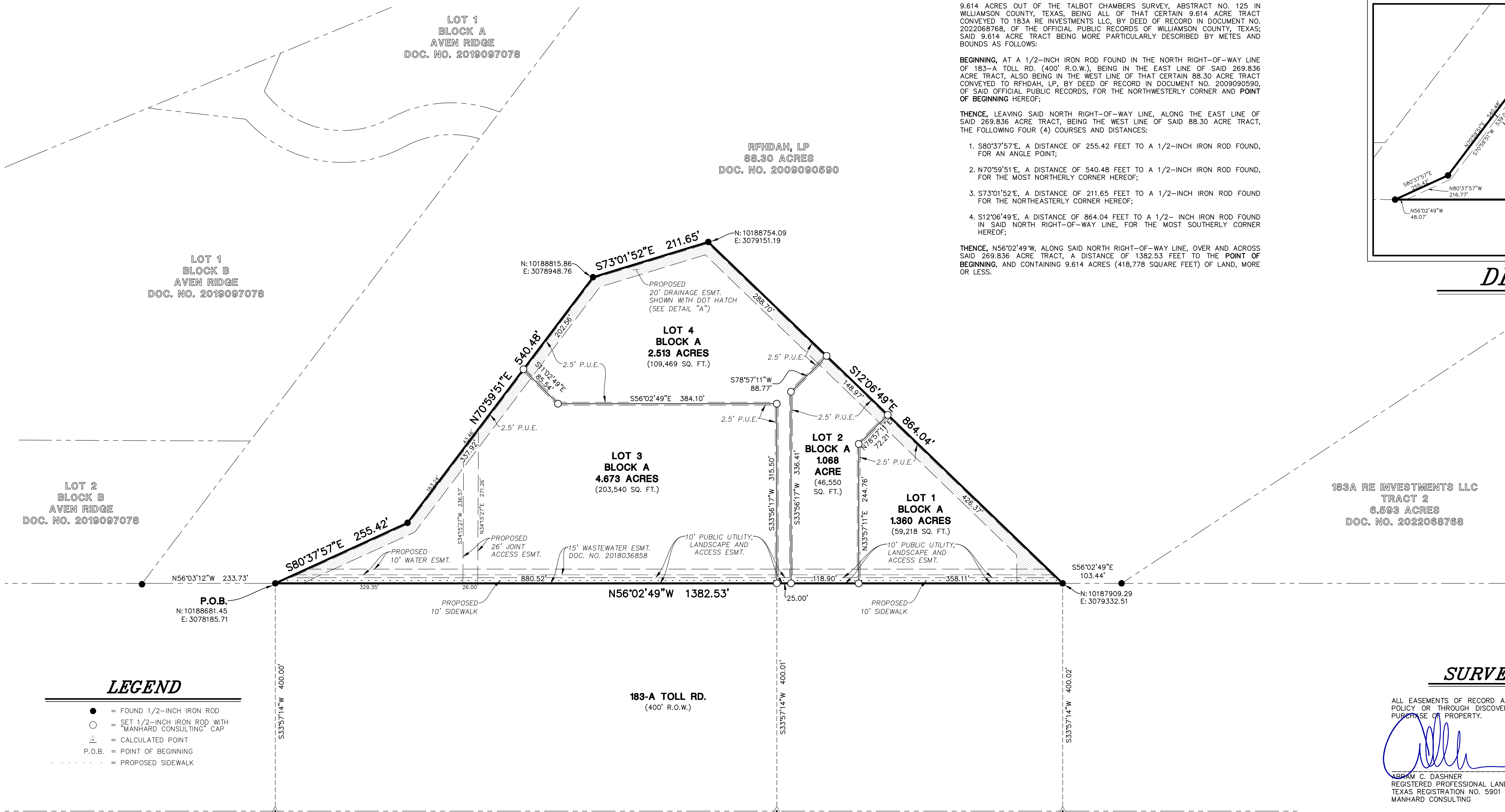


9.614 ACRES OUT OF THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125 IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF THAT CERTAIN 9.614 ACRE TRACT CONVEYED TO 183A RE INVESTMENTS LLC, BY DEED OF RECORD IN DOCUMENT NO. 2022068768, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 9.614 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, AT A 1/2-INCH IRON ROD FOUND IN THE NORTH RIGHT-OF-WAY LINE OF 183-A TOLL RD. (400' R.O.W.), BEING IN THE EAST LINE OF SAID 269.836 ACRE TRACT, ALSO BEING IN THE WEST LINE OF THAT CERTAIN 88.30 ACRE TRACT CONVEYED TO RFHDAH, LP, BY DEED OF RECORD IN DOCUMENT NO. 2009090590 OF SAID OFFICIAL PUBLIC RECORDS, FOR THE NORTHWESTERLY CORNER AND POINT OF BEGINNING HEREOF;

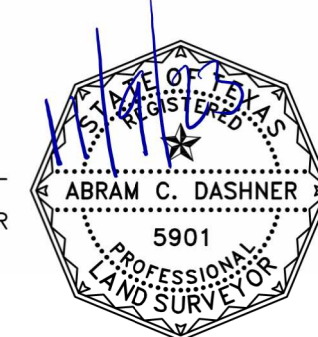
- THENCE, LEAVING SAID NORTH RIGHT-OF-WAY LINE, ALONG THE EAST LINE OF SAID 269.836 ACRE TRACT, BEING THE WEST LINE OF SAID 88.30 ACRE TRACT, THE FOLLOWING FOUR (4) COURSES AND DISTANCES:
1. S80°37'57"E, A DISTANCE OF 255.42 FEET TO A 1/2-INCH IRON ROD FOUND FOR AN ANGLE POINT;
 2. N70°59'51"E, A DISTANCE OF 540.48 FEET TO A 1/2-INCH IRON ROD FOUND FOR THE MOST NORTHERLY CORNER HEREOF;
 3. S73°01'52"E, A DISTANCE OF 211.65 FEET TO A 1/2-INCH IRON ROD FOUND FOR THE NORTHEASTERLY CORNER HEREOF;
 4. S120°06'49"E, A DISTANCE OF 864.04 FEET, TO A 1/2- INCH IRON ROD FOUND IN SAID NORTH RIGHT-OF-WAY LINE, FOR THE MOST SOUTHERLY CORNER HEREOF;

THENCE, N56°02'49"W, ALONG SAID NORTH RIGHT-OF-WAY LINE, OVER AND ACROSS SAID 269.836 ACRE TRACT, A DISTANCE OF 1382.53 FEET TO THE POINT OF BEGINNING, AND CONTAINING 9.614 ACRES (418,778 SQUARE FEET) OF LAND, MORE OR LESS.

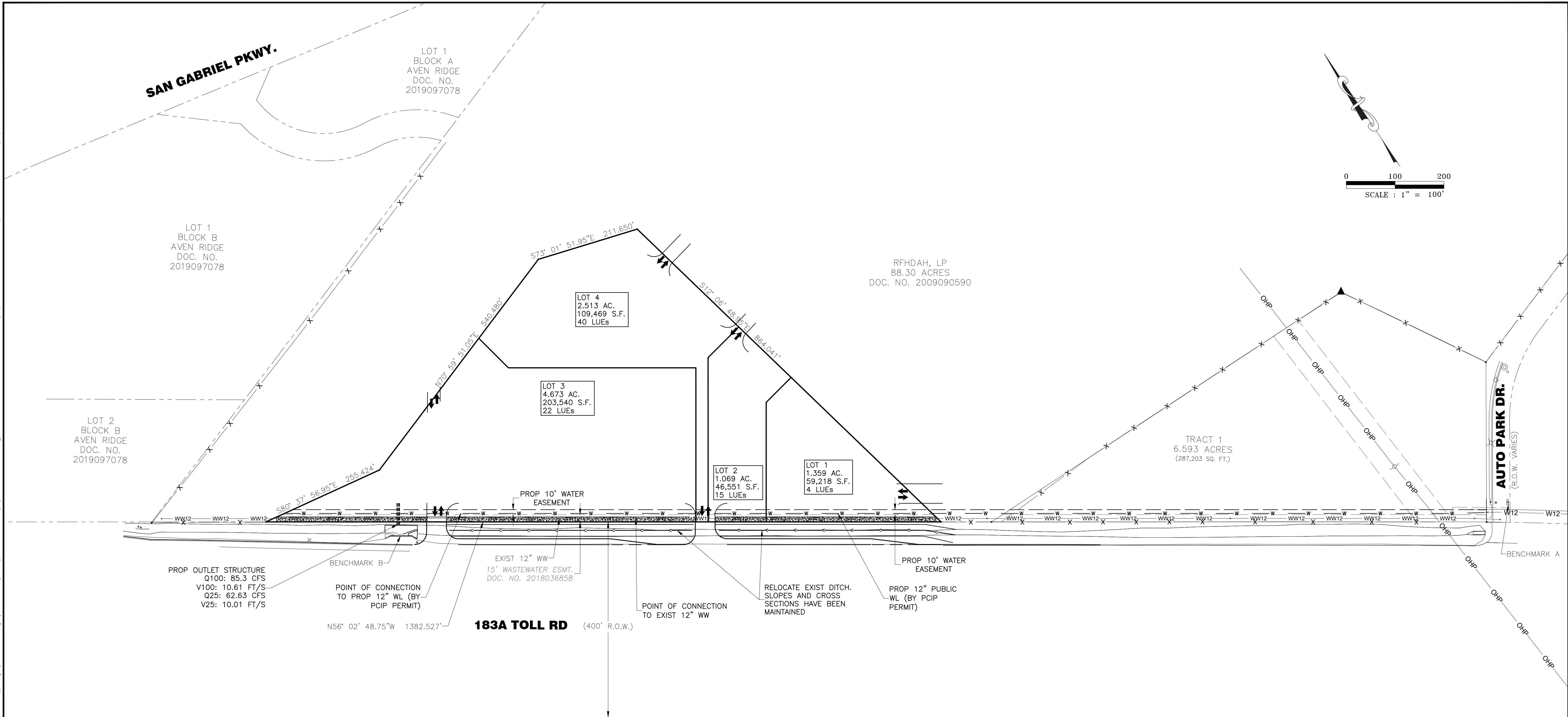


ALL EASEMENTS OF RECORD ARE SHOWN OR NOTED ON THE PLAT AS FOUND IN THE TITLE POLICY OR THROUGH DISCOVERY OF A TITLE SEARCH PREPARED FOR THE MOST RECENT PURCHASE OF PROPERTY.

ABRAM C. DASHNER
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 5901
MANHARD CONSULTING



FILENAME: Z:\Projects 1400-1499\20101498 - 183A Reinvestment - Hwy 183 Site Civil\500 - Final Design\5.1 - Drawings\Sheet\Concept Plan Exhibits\Improvements Plan.dwg, LAST SAVED ON: Dec 01 2023 8:59pm, PLOTTED BY: RMALDONADO, ON: Dec 05 2023 2:27pm, CFG:



GENERAL INFORMATION:	
OWNERS:	183A RE INVESTMENTS, LLC 11940 JOLLYVILLE RD #STE 110-N AUSTIN, TX 78759
ENGINEER:	DCS ENGINEERING, LLC 1101 S. CAPITAL OF TEXAS HIGHWAY, BUILDING G-100 AUSTIN, TX 78746
SURVEYOR:	MANHARD CONSULTING, LLC 6448 E HIGHWAY 290, STE. B-105 AUSTIN, TX. 78723
TOTAL NUMBER OF LOTS:	4
TOTAL ACREAGE:	9.614 AC. (418,778 SQ. FT.)
PATENT SURVEY:	WILLIAM CALDWELL SURVEY ABSTRACT 162

SITE BENCHMARK: A
CHISELED SQUARE IN CONCRETE; PLACED IN THE MOST
SOUTHERLY CORNER OF A STORM INLET ON THE SOUTH
RIGHT-OF-WAY LINE OF AUTOPARK DR.

ELEVATION=969.71' DATUM=NAVD88-GEOID 18

SITE BENCHMARK: B
CHISELED SQUARE IN CONCRETE; PLACED IN THE CENTER OF
A HEADWALL ON THE NORTH RIGHT-OF-WAY LINE OF 183-A
TOLL ROAD

ELEVATION=975.08' DATUM=NAVD88-GEOID 18

- NOTES:
- NO PORTION OF THIS TRACT IS WITHIN A FLOOD HAZARD AREA AS DELINEATED ON THE FEMA FLOOD INSURANCE RATE MAP PANEL #48491C0455F FOR WILLIAMSON COUNTY, EFFECTIVE DECEMBER 20, 2019.
 - COORDINATES AND BEARINGS ARE BASED UPON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (NAD 83), UTILIZING THE ALTERRA CENTRAL RTKNET VIRTUAL REFERENCE NETWORK.
 - ELEVATIONS ARE BASED UPON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (GEOID18).
 - TOPOGRAPHIC FIELD WORK COMPLETED ON 3/17/2023.

FUTURE LAND USE AND ZONING INFORMATION			
LOT	FUTURE LAND USE	ZONING	STATIC HEAD (PSI)
LOT 1	EMPLOYMENT CENTER	PUD-GC-3-A	93
LOT 2	EMPLOYMENT CENTER	PUD-GC-3-A	94
LOT 3	EMPLOYMENT CENTER	PUD-GC-3-A	94
LOT 4	EMPLOYMENT CENTER	PUD-GC-3-A	93

- LEGEND
- = PROPERTY LINE
 - - - = EASEMENT LINE
 - = FOUND 1/2-INCH IRON ROD
 - ▲ = SET MAG NAIL WITH "MANHARD CONSULTING" STAINLESS STEEL WASHER
 - ⊙ = FOUND IRON PIPE
 - ⊕ = BENCHMARK
 - W — = PROP WATER LINE
 - SD — = PROP STORM PIPE
 - — = PROP WASTEWATER LINE
 - W12 — = WATER LINE (BY PCIP PERMIT)
 - WW12 — = EXIST WASTEWATER LINE

REV. NO.	DATE	DESCRIPTION

PROJECT MANAGER:	JTH
DESIGNED BY:	RM
CHECKED BY:	JTH
DRAWN BY:	RM
DCS PROJECT NO:	20101498

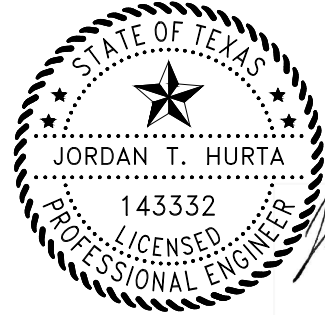


DCS ENGINEERING, LLC
1101 S. CAPITAL OF TEXAS
HIGHWAY, BUILDING G-100
AUSTIN, TX 78746

TEL: (512) 614-6171
T.B.P.E. FIRM NO. F-13162

CITY OF LEANDER

183A RE INVESTMENTS
SITE DEVELOPMENT



IMPROVEMENTS OVERALL

DATE:
DECEMBER 2023
SCALE:
AS NOTED
DRAWING:
5 OF 9

FILENAME: Z:\Projects 1400-1499\20101498 - 183A Reinvestment - Hwy 183 Site Civil\500 - Final Design\5.1 - Drawings\Sheet Files\Concept Plan Exhibits\Drainage Plan.dwg, LAST SAVED ON: Dec 01 2023 8:59pm, PLOTTED BY: RMALDONADO, ON: Dec 05 2023 2:28pm, CFG:

LOT 1
BLOCK B
AVEN RIDGE
DOC. NO. 2019097078

RFHDAH, LP
88.30 ACRES
DOC. NO. 2009090590

0 50 100
SCALE : 1" = 50'

LOT 4
2.513 AC.
109,469 S.F.
40 LUEs

LOT 3
4.673 AC.
203,540 S.F.
22 LUEs

LOT 2
1.068 AC.
46,550 S.F.
15 LUEs

LOT 1
1.360 AC.
59,218 S.F.
4 LUEs

PROP 20' DRAINAGE
EASEMENT

PROP 20' DRAINAGE
EASEMENT

PROP OUTLET STRUCTURE
Q100: 85.3 CFS
V100: 10.61 FT/S
Q25: 62.63 CFS
V25: 10.01 FT/S

EXIST CONCRETE
DRAINAGE STRUCTURE

EXIST 15" WASTEWATER ESMT.
DOC. NO. 2018036858

RELOCATE EXIST DITCH.
SLOPES AND CROSS
SECTIONS HAVE BEEN
MAINTAINED

NOTES:

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- ELEVATIONS ARE BASED UPON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (GEOID18).
- TOPOGRAPHIC FIELD WORK COMPLETED ON 3/17/2023.

LOWEST POINT OF INTEREST					
ID	CONDITION	Q25 (CFS)	V25 (FT/S)	Q100 (CFS)	V100 (FT/S)
J1	EXISTING	207.11	2.59	297.25	3.72
	PROPOSED	206.9	2.59	289.49	3.62

FUTURE LAND USE AND ZONING INFORMATION		
LOT	FUTURE LAND USE	ZONING
LOT 1	EMPLOYMENT CENTER	PUD-GC-3-A
LOT 2	EMPLOYMENT CENTER	PUD-GC-3-A
LOT 3	EMPLOYMENT CENTER	PUD-GC-3-A
LOT 4	EMPLOYMENT CENTER	PUD-GC-3-A

LEGEND

- = PROPERTY LINE
- - - = EXIST EASEMENT LINE
- = FOUND 1/2-INCH IRON ROD
- ▲ = SET MAG NAIL WITH "MANHARD CONSULTING" STAINLESS STEEL WASHER
- ⊙ = FOUND IRON PIPE
- ⊕ = BENCHMARK
- W— = PROP WATER LINE
- SD— = PROP STORM PIPE
- WW— = PROP WASTEWATER LINE
- W12— = PROP 12" WATER LINE
- WW12— = EXIST WASTEWATER LINE
- - - = PROP EASEMENT LINE

183A TOLL RD (400' R.O.W.)

REV. NO.	DATE	DESCRIPTION	PROJECT MANAGER:	JTH
			DESIGNED BY:	RM
			CHECKED BY:	JTH
			DRAWN BY:	RM
			DCS PROJECT NO:	20101498

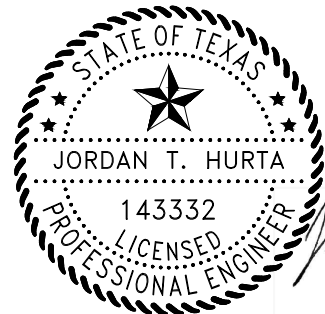


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CITY OF LEANDER

183A RE INVESTMENTS
SITE DEVELOPMENT



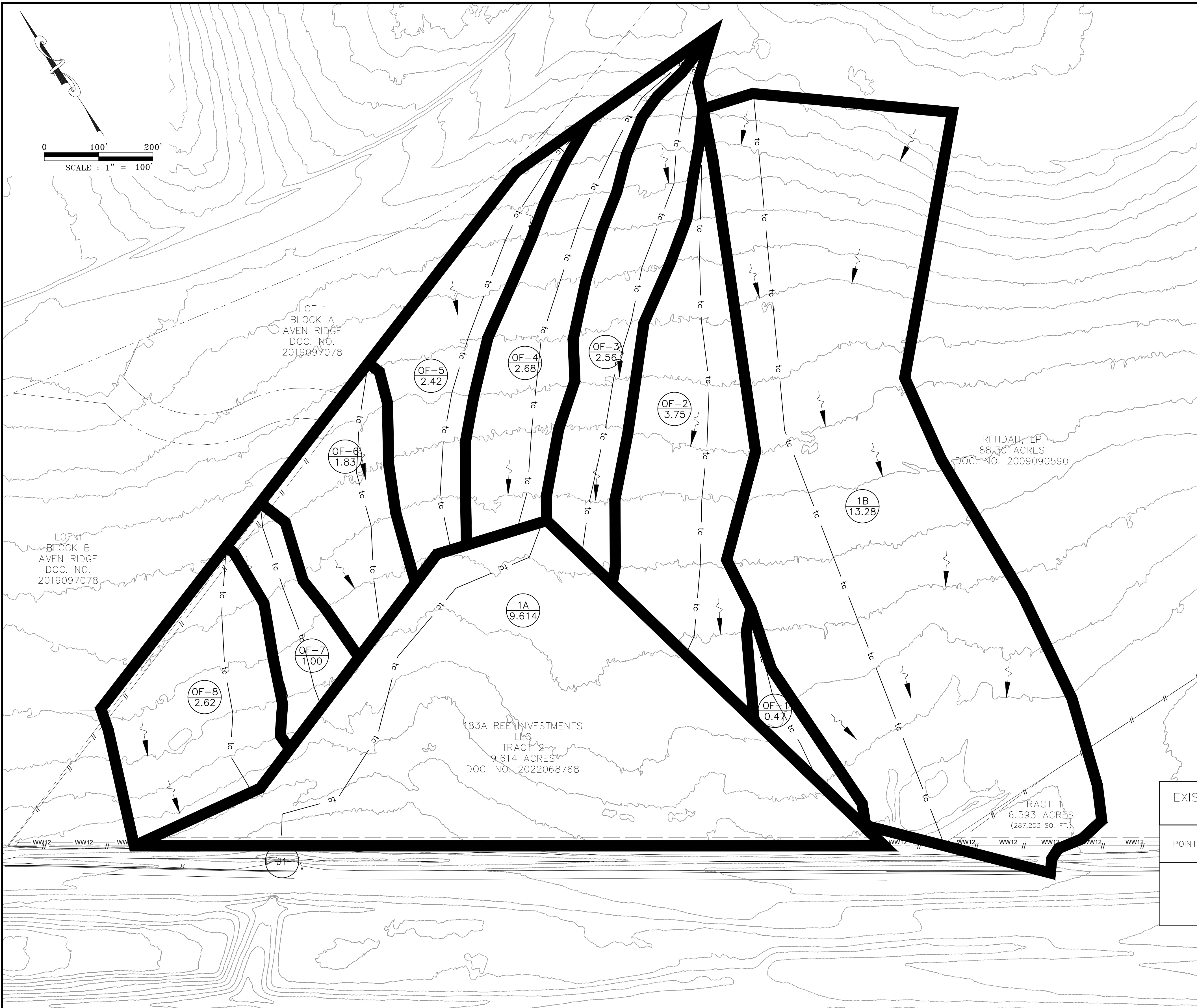
DRAINAGE PLAN

DATE:
DECEMBER 2023

SCALE:
AS NOTED

DRAWING:
6 OF 9

FILENAME: Z:\Projects 1400-1499\20101498 - 183A Reinvestment - Hwy 183 Site Civil\500 - Final\Design\5.1 - Drawings\Sheet\Drawings\Area Map\Proposed.dwg, LAST SAVED ON: Dec 01 2023 8:59pm, PLOTTED BY: RWALDONADO, ON: Dec 05 2023 2:28pm, CFG:



CURVE NUMBER SCS METHOD - PROPOSED CONDITIONS				
AREA NAME	DRAINAGE AREA (ac)	IMPERVIOUS AREA (ac)	I.C.(%)	CN
1A	9.614	7.28	75.7	93
1B	13.28	0	0	78
OF-1	0.47	0	0	78
OF-2	3.75	0	0	78
OF-3	2.56	0	0	78
OF-4	2.68	0	0	78
OF-5	2.42	0	0	78
OF-6	1.83	0	0	78
OF-7	1.00	0	0	78
OF-8	2.62	0	0	78

PROPOSED RUNOFF USING SCS METHOD		
AREA NAME	Q25 (CFS)	Q100 (CFS)
1A	88.53	116.3
1B	69.99	100.06
OF-1	2.16	3.33
OF-2	17.19	24.2
OF-3	11.75	16.54
OF-4	12.27	17.28
OF-5	11.07	15.59
OF-6	8.38	11.79
OF-7	4.59	6.46
OF-8	11.99	16.88

CURVE NUMBER SCS METHOD - DEVELOPED CONDITIONS				
AREA NAME	DRAINAGE AREA (ac)	IMPERVIOUS AREA (ac)	I.C.(%)	CN
1A	9.614	7.28	75.7	93
1B	13.28	0	0	78
OF-1	0.47	0.28	60	90
OF-2	3.75	2.25	60	90
OF-3	2.56	1.54	60	90
OF-4	2.68	1.61	60	90
OF-5	2.42	1.45	60	90
OF-6	1.83	1.10	60	90
OF-7	1.00	0.60	60	90
OF-8	2.62	1.57	60	90

DEVELOPED RUNOFF USING SCS METHOD		
AREA NAME	Q25 (CFS)	Q100 (CFS)
1A	88.53	116.3
1B	69.99	100.06
OF-1	3.36	4.66
OF-2	29.39	39.29
OF-3	20.07	26.84
OF-4	20.99	28.06
OF-5	18.63	24.98
OF-6	13.42	18.21
OF-7	7.2	9.82
OF-8	19.13	25.83

EXISTING VS PROPOSED W/ DETENTION POINT OF INTEREST					
POINT OF INTEREST	CONDITION	Q25 (CFS)	V25 (FT/S)	Q100 (CFS)	V100 (FT/S)
J1	PRE	207.11	2.59	297.25	3.72
	POST	206.9	2.59	289.49	3.62
	DEVELOPED	265	3	327.57	4.09

NOTE:
1. DEVELOPED CONDITION TAKES INTO CONSIDERATION A 60% OF THE OFFSITE AREAS AS IMPERVIOUS COVER, AND THE INCREMENTAL OF FLOW AT THIS CONDITION WON'T NEED TO BE DETAINED PER CITY REVIEWER COMMENT. THIS CONDITION IS CONSIDERING FAILURE AT DETENTION OF THE DEVELOPED UPSTREAM AREAS.

DRAINAGE LEGEND

- 1A 89.33 DRAINAGE AREA IN ACRES
- J1 POINT OF INTEREST

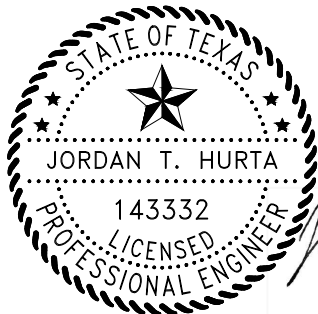
REV. NO.	DATE	DESCRIPTION	PROJECT MANAGER:	JTH
			DESIGNED BY:	RM
			CHECKED BY:	JTH
			DRAWN BY:	RM
			DCS PROJECT NO:	20101498



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CITY OF LEANDER

183A RE INVESTMENTS
SITE DEVELOPMENT



DRAINAGE AREA MAP

DATE:
DECEMBER 2023
SCALE:
AS NOTED
DRAWING:
7 OF 9

FILENAME: Z:\Projects 1400-1499\20101498 - 183A Reinvestment - Hwy 183 Site Civil\500 - Final\Design\5.1 - Drawings\Sheet Files\Concept Plan Exhibits\Water Plan.dwg, LAST SAVED ON: Dec 01 2023 8:59pm, PLOTTED BY: RWALDONADO, ON: Dec 05 2023 2:29pm, CFG:

WATER MODEL RESULTS		
TOTAL LUES	REQUIREMENT	AVAILABLE
MINIMUM WATER PRESSURE	50 PSI	63 PSI
MAXIMUM WATER PRESSURE	105 PSI	65 PSI
FIRE FLOW	—	1,944 GPM

WATER DEMANDS	
TOTAL LUES	81
AVERAGE DAY	56,700 GPD
PEAK DAY	150,255 GPD
PEAK HOUR	10,631 GPH

FIRE NOTES:

- BUILDINGS BIGGER THAN 6,000 SF, OR AS OTHERWISE REQUIRED BY THE 2015 FIRE AND BUILDINGS CODES DUE TO USE AND OCCUPANCY, SHALL BE REQUIRED TO INSTALL AN AUTOMATIC FIRE SPRINKLER SYSTEM.
- BUILDINGS WITH HEIGHT GREATER THAN 30-FT, AERIAL APPARATUS IS REQUIRED, REQUIRING AN UNOBSTRUCTED 26-FOOT FIRE LANE TO BE LOCATED WITHIN A MINIMUM 15 FEET AND A MAXIMUM OF 30 FEET.

FIRE FLOW NOTES:

- PER APPENDIX B OF THE FIRE CODE, THE MINIMUM FIRE FLOW FOR A COMMERCIAL OCCUPANCY IS 1500 GPM.
- CONSTRUCTION TYPES ARE BASED UPON ICC CONSTRUCTION CLASSIFICATION (SEE BUILDING CODE).
- INFORMATION REGARDING HOW TO CALCULATE FLOOR AREA IS OUTLINED IN SECTION B104 OF APPENDIX B OF THE FIRE CODE.
- FIRE FLOWS ARE BASED UPON TABLE B105.1 LOCATED IN APPENDIX B OF FIRE CODE. (SEE LOCAL AMENDMENTS).
- A 50% REDUCTION WILL TYPICALLY BE APPROVED FOR ORDINARY HAZARD OCCUPANCIES WILL BE ADDRESSED ON A CASE-BY CASE BASIS.

NOTES:

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- ELEVATIONS ARE BASED UPON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (GEOID18).
- TOPOGRAPHIC FIELD WORK COMPLETED ON 3/17/2023.

FUTURE LAND USE AND ZONING INFORMATION		
LOT	FUTURE LAND USE	ZONING
LOT 1	EMPLOYMENT CENTER	PUD-GC-3-A
LOT 2	EMPLOYMENT CENTER	PUD-GC-3-A
LOT 3	EMPLOYMENT CENTER	PUD-GC-3-A
LOT 4	EMPLOYMENT CENTER	PUD-GC-3-A

LEGEND

- = PROPERTY LINE
- - - = EXIST EASEMENT LINE
- = FOUND 1/2-INCH IRON ROD
- ▲ = SET MAG NAIL WITH "MANHARD CONSULTING" STAINLESS STEEL WASHER
- ⊙ = FOUND IRON PIPE
- W — = PROP PRIVATE WATER LINE
- SD — = PROP STORM PIPE
- W12 — = PROP WASTEWATER LINE
- WW12 — = PROP PUBLIC 12" WATER LINE
- - - = EXIST WASTEWATER LINE
- - - = PROP EASEMENT LINE
- FIRE LANE — = FIRE LANE
- ⊕ = FIRE DEPARTMENT CONNECTION
- ⊕ = FIRE HYDRANT

REV. NO.	DATE	DESCRIPTION	PROJECT MANAGER:	JTH
			DESIGNED BY:	RM
			CHECKED BY:	JTH
			DRAWN BY:	RM
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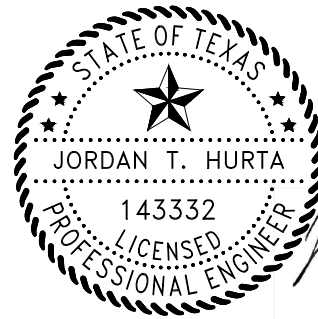


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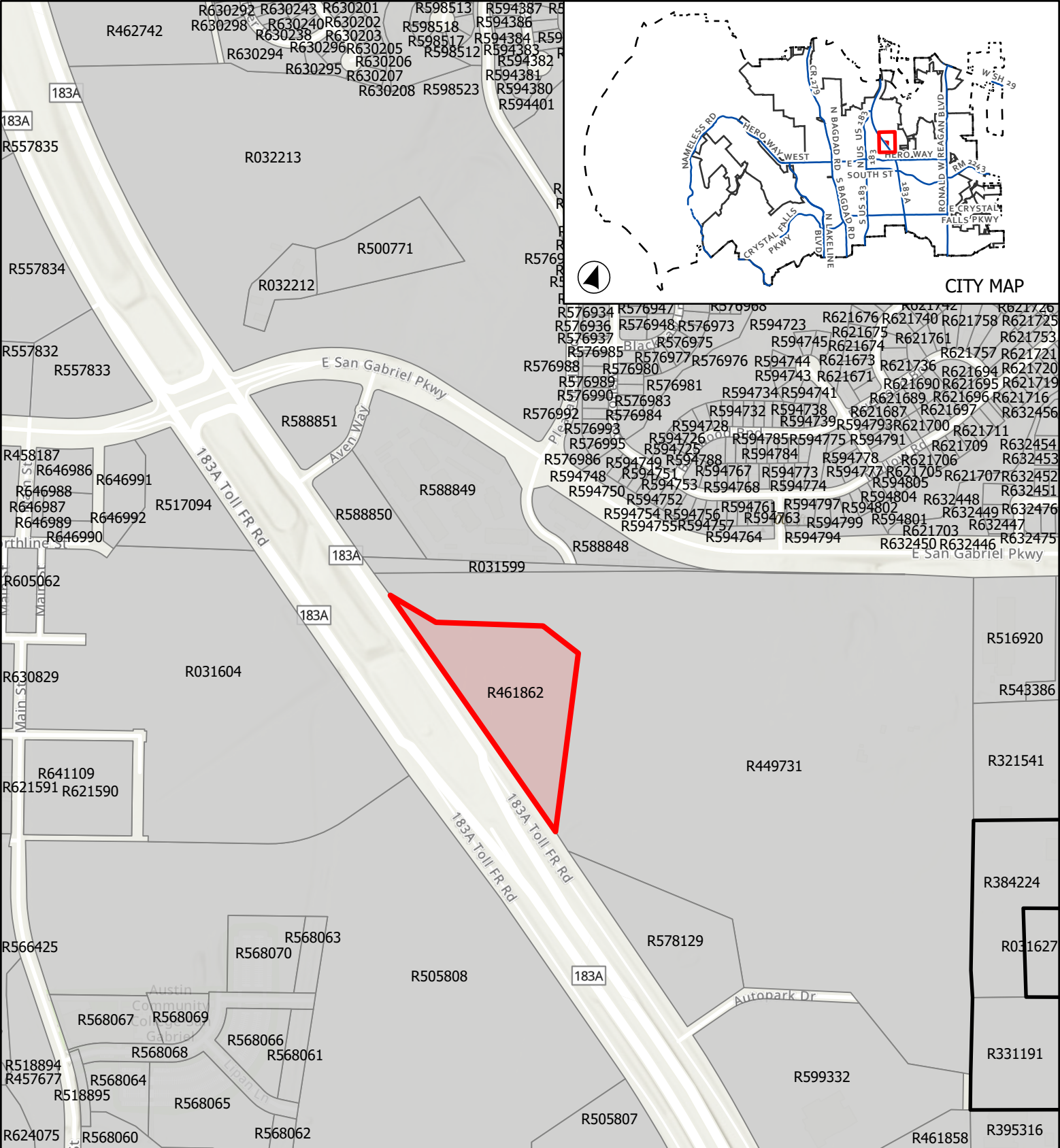
CITY OF LEANDER

183A RE INVESTMENTS
SITE DEVELOPMENT



WATER PLAN

DATE:	DECEMBER 2023
SCALE:	AS NOTED
DRAWING:	8 OF 9



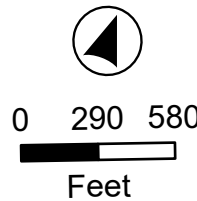
CASE: CP-23-0022

ATTACHMENT 2

183A RE INVESTMENTS

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



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, January 11, 2024
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

REGULAR MEETING

1. Call to Order.
The meeting was called to order at 6:00p.m.
2. Roll Call.
All commissioners were present except Commissioner Moss.
3. Director's report to the Planning & Zoning Commission on action taken by City Council on the January 4, 2024 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 FP-23-0090 regarding Edgewood Phase 1, Section 2 Final Plat on one (1) parcel of land approximately 21.509 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District parcel R648305; generally located approximately 1,500 feet due east of the intersection of CR 175 and Argyle Road and southeast of Edgewood Phase 1, Section 1, Leander, Williamson County, Texas.
7. Approval of Minutes

Motion: Approve Consent Agenda Items 6-7.

By: Ron May

Seconded: Donnie Mahan

Yes: Donnie Mahan, John Cosgrove, Ron May, James Oliver, Laura Lantrip, Scott Calame
No: None
Abstain: None

PUBLIC HEARING: ACTION

8. Conduct a Public Hearing regarding Subdivision Case CP-23-0022 to adopt the 183A RE Investments Concept Plan and Preliminary Plat on one (1) parcel of land approximately 9.614 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R461862; generally located 700 feet southeast of the intersection of 183A Toll Road and Aven Way, Leander, Williamson County, Texas.

- Discuss and consider action regarding Subdivision Case CP-23-0022 as described above.

No one spoke in favor or opposition of the request.

Motion: Approved Concept Plan CP-23-0022

By: Donnie Mahan

Seconded: Ron May

Yes: Donnie Mahan, John Cosgrove, Ron May, James Oliver, Laura Lantrip, Scott Calame

No: None

Abstain: None

9. Conduct a Public Hearing regarding Subdivision Case CP-23-0025 to adopt the Villas at Speaking Rock Concept Plan and Preliminary Plat on one (1) parcel of land approximately 10.756 acres $\pm$ in size, more particularly described by Travis Central Appraisal District Parcel 513825; generally located to the southwest of the intersection of Osage Drive and Painted Sky Bend more commonly known as 1601 Speaking Rock, Leander, Travis County, Texas.

- Discuss and consider action regarding Subdivision Case CP-23-0025 as described above.

No one spoke in favor or opposition of the request.

Motion: Approve Concept Plan CP-23-0025

By: Scott Calame

Seconded: John Cosgrove

Yes: Donnie Mahan, John Cosgrove, Ron May, James Oliver, Laura Lantrip, Scott Calame

No: None

Abstain: None

REGULAR AGENDA

10. Adjournment
Meeting adjourned at 6:06 p.m.

ATTEST:

APPROVED

PLANNING SECRETARY

CHAIR



EXECUTIVE SUMMARY
1/18/2024

AGENDA SUBJECT:

Conduct a Public Hearing regarding Subdivision Case CP-23-0025 to adopt the Villas at Speaking Rock Concept Plan and Preliminary Plat on one (1) parcel of land approximately 10.756 acres $\pm$ in size, more particularly described by Travis Central Appraisal District Parcel 513825; generally located to the southwest of the intersection of Osage Drive and Painted Sky Bend more commonly known as 1601 Speaking Rock, Leander, Travis County, Texas.

- Discuss and consider action regarding Subdivision Case CP-23-0025 as described above.

BACKGROUND:

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

HISTORY/TIMELINE:

12/20/2006 – Annexation

07/20/2023 – Zoning Approved

01/11/2024 – Planning & Zoning Commission, 1st Public Hearing

APPLICANT/AGENT:

Rao's Consulting Engineers (Rao Vasamsetti) on behalf of Speaking Rock Ventures LLC (Naveen Valeti)

RECOMMENDATION:

The proposal includes sixteen (16) single family lots, one (1) landscape lot, one (1) detention pond lot, and one (1) private street ROW lot. Staff recommends approval of this request. The Planning & Zoning Commission approved this request at their January 11, 2024 meeting unanimously.

PRESENTER:

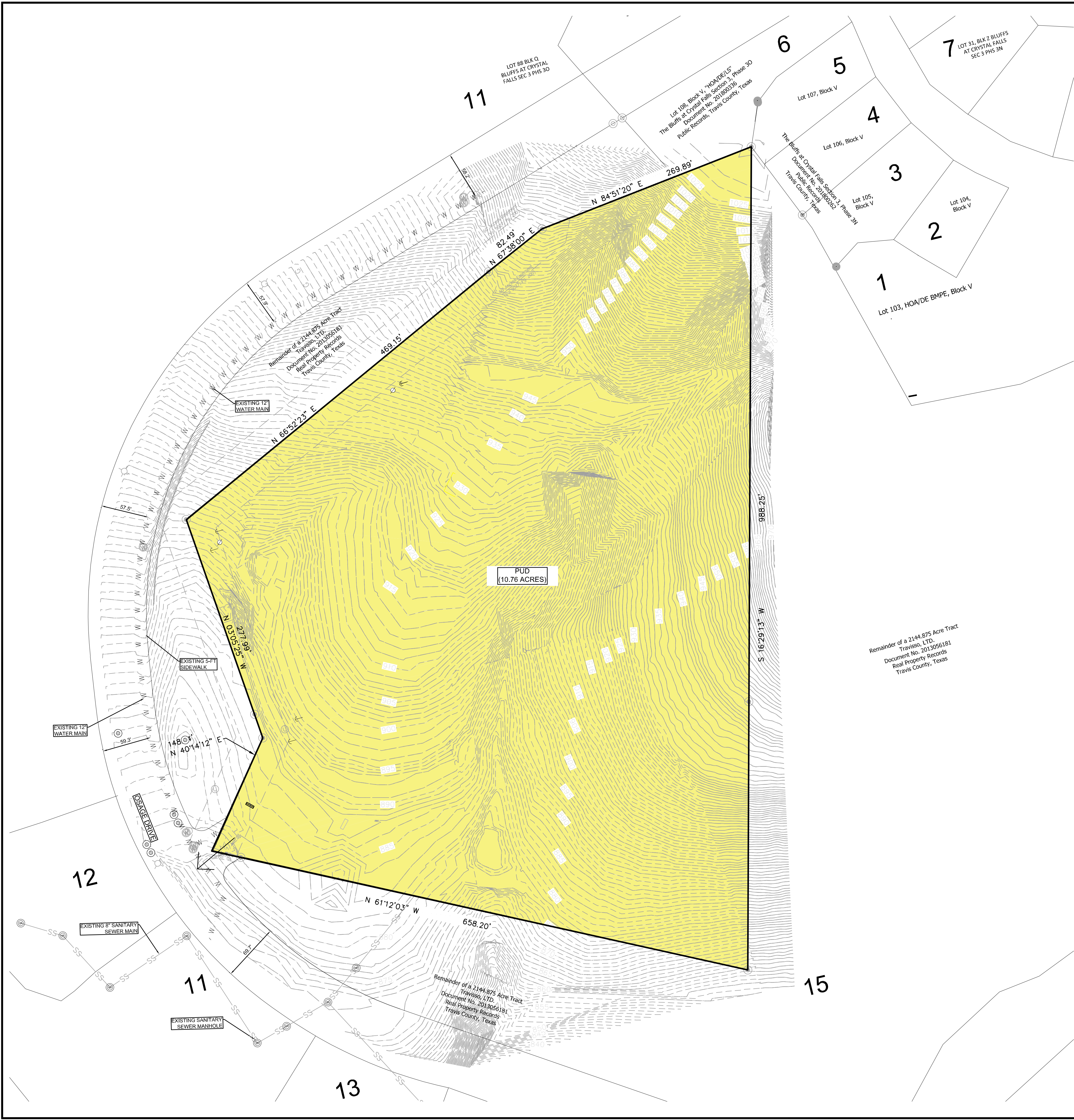
Robin M. Griffin, AICP, Executive Director of Development Services

Fiscal Impact

N/A

Attachments:

1. Concept Plan and Preliminary Plat
2. Location Map
3. 1-11-2024 P Z Minutes



S.No.	Owner Name & Mailing Address	Situs address	Legal description
01.	CRYSTAL FALLS HOA INC (1792296) PO BOX 203310 AUSTIN TX 78720-3310	PAINTED SKY BND TX 78641	LOT 103 BLK V BLUFFS AT CRYSTAL FALLS SEC 3 PHS 3N
02.	VASANTHU SANDEEP & GEETH (1954493) 2717 Painted Sky Bnd Leander TX 78641-4237	PAINTED SKY BND TX 78641	LOT 104 BLK V BLUFFS AT CRYSTAL FALLS SEC 3 PHS 3N
03.	SKINNELL LAUREN B & NATHAN (1822587) 2713 PAINTED SKY BEND LEANDER TX 78641-4237	2713 PAINTED SKY BND TX 78641	LOT 105 BLK V BLUFFS AT CRYSTAL FALLS SEC 3 PHS 3N
04.	GRASLEY STEVEN MICHAEL & (1818819) 2709 PAINTED SKY BND LEANDER TX 78641-4237	2709 PAINTED SKY BND TX 78641	LOT 106 BLK V BLUFFS AT CRYSTAL FALLS SEC 3 PHS 3N
05.	LU WEITAI PHIL & WENYA (1836210) 14900 AVERY RANCH BLVD STE C200M213 AUSTIN TX 78717-3951	2705 PAINTED SKY BND TX 78641	LOT 107 BLK V BLUFFS AT CRYSTAL FALLS SEC 3 PHS 3N
06.	TAYLOR MORRISON AT CRYSTAL FALLS LLC (1484909) 810 HESTERS CROSSING STE 235 ROUND ROCK TX 78681-7846	PAINTED SKY BND TX 78641	LOT 108 BLK V BLUFFS AT CRYSTAL FALLS SEC 3 PHS 3O (HOA/DE/LS)
07.	INTRONA MARCUS & JESSICA GRENIER (1826830) 2712 PAINTED SKY BND LEANDER TX 78641-4237	2712 PAINTED SKY BND TX 78641	LOT 31 BLK Z BLUFFS AT CRYSTAL FALLS SEC 3 PHS 3N
08.	GARCIA GEORGE M & JIANMIN (1829318) 2704 PAINTED SKY BND LEANDER TX 78641-4237	2704 PAINTED SKY BND TX 78641	LOT 32 BLK Z BLUFFS AT CRYSTAL FALLS SEC 3 PHS 3N
09.	CRYSTAL FALLS HOA INC (1792296) PO BOX 203310 AUSTIN TX 78720-3310	TRUE GRIT CV TX 78641	LOT 26 BLK Z BLUFFS AT CRYSTAL FALLS SEC 3 PHS 3N
10.	TAYLOR MORRISON AT CRYSTAL FALLS LLC (1484909) 810 HESTERS CROSSING STE 235 ROUND ROCK TX 78681-7846	PAINTED SKY BND TX 78641	LOT 88 BLK Q BLUFFS AT CRYSTAL FALLS SEC 3 PHS 3O
11.	TRAVISSO LTD (1568910) 3937 VENETO CIR LEANDER TX 78641	F M RD 1431 TX	ABS 2150 SUR 96 HARRIS JH ACR 95.9816 (1-D-1W)
12.	TRAVISSO LTD (1568910) 3937 VENETO CIR LEANDER TX 78641	OSAGE DR 78613	TRAVISSO PHS 5 SEC 1 BLK I LOT 6 (MUD/DRAINAGE EASEMENT)
13.	TRAVISSO LTD (1568910) 3937 VENETO CIR LEANDER TX 78641	OSAGE DR 78613	TRAVISSO PHS 5 SEC 1 BLK I LOT 5 (MUD/DRAINAGE EASEMENT)
14.	TRAVISSO LTD (1568910) 3937 VENETO CIR LEANDER TX 78641	OSAGE DR 78613	TRAVISSO PHS 5 SEC 1 BLK H LOT 6
15.	TRAVISSO LTD (1568910) 3937 VENETO CIR LEANDER TX 78641	WHITETAIL PASS TX 78641	ABS 2209 SUR 0 CARTER L & ABS 2280 SUR 73 DAVIS B F & VAR SUR ACR 203.5625 (1-D-1W)

LAND USE SUMMARY

USE	LOTS/UNITS	ACREAGE	DENSITY	LUE'S REQUIRED	TRIPS GENERATED
SINGLE-FAMILY	17	10.756 ACRES	1.58 UNITS/ACRE	17	151
TOTAL		10.756 ACRES	1.58 UNITS/ACRE	17	151

NOTE:

- NO PORTION OF THIS TRACT IS WITHIN A FLOOD HAZARD AREA AS SHOWN ON THE FLOOD INSURANCE RATE MAP PANEL #48491C0455F FOR WILLIAMSON COUNTY, EFFECTIVE 12/202019.
- THE PROPOSED SUBDIVISION COMPLIES WITH THE TRANSPORTATION CRITERIA MANUAL STREET DESIGN STANDARDS.
- PROPOSED DEVELOPMENT WILL COMPLY WITH THE LATEST CITY OF LEANDER TRANSPORTATION MASTER PLAN
- DRAINAGE DESIGN WILL COMPLY WITH CITY OF AUSTIN DRAINAGE CRITERIA MANUAL AND CITY OF LEANDER ORDINANCES.
- 17 LUE'S WATER AND WASTEWATER DEMAND FROM THIS DEVELOPMENT.
- FOR ADT GREATER THAN 2000, TRAFFIC IMPACT STUDY SHALL BE CONDUCTED AS PER ROADWAY ADEQUACY STANDARD PER ARTICLE 10.03. TIA FEE-IN-LIEU CAN BE REQUESTED, IF APPROVED BY THE CITY ENGINEER.
- PROPOSED DEVELOPMENT WILL BE DEVELOPED IN PHASES, IN PHASE-I ROADS AND UTILITIES WILL BE DEVELOPED ALONG WITH THE PARKLAND DEDICATION AND HOUSES WILL BE DEVELOPED IN PHASE-II.

PHASE-I - COMPLETION END OF 2024
PHASE-II - COMPLETION END OF 2028

NOTE: THIS EXHIBIT IS CONCEPTUAL AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH THE COMPOSITE ZONING ORDINANCE OR SUBDIVISION ORDINANCE

REV. NO.

DESCRIPTION

DATE

Notes:

LOCATION MAP

LEGEND

SS

W

OHE

WM

FH

PP

PP

PP

PP

PP

EXISTING SANITARY SEWER LINE

EXISTING WATER LINE

EXISTING OVERHEAD ELECTRIC

EXISTING WATER METER

EXISTING FIRE HYDRANT

EXISTING POWER POLE

EXISTING LIGHT POLE

EXISTING STORM WATER DRAIN

EXISTING SEWER MANHOLE

10/30/2023

STATE OF TEXAS

RAO S. VASANSETTI

104346

PROFESSIONAL ENGINEER

RC

E

RAO'S CONSULTING

ENGINEERS

FAIRFIRM1755

P.O. BOX 502891 SAN ANTONIO TX 78208

PHONE: 210.548.7557 FAX: 512.856.4595

www.raosconsulting.com

PROJECT DESCRIPTION:

VILLAS AT SPEAKING ROCK

TITLE:

CONCEPT PLAN

DATE :

10/10/23

JOB NO.

2022-0727

DESIGNED BY :

RV

DRG NO

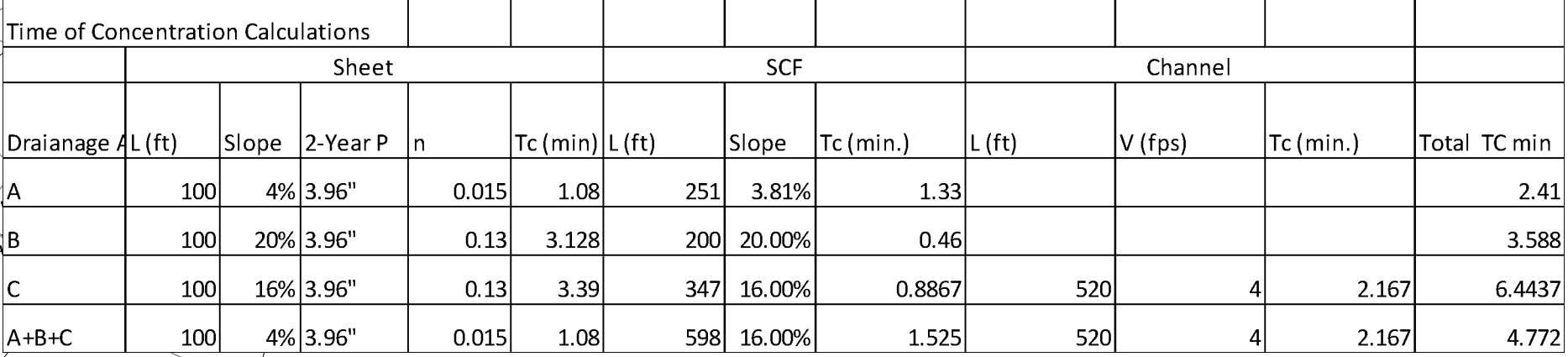
DRAWN BY :

MF

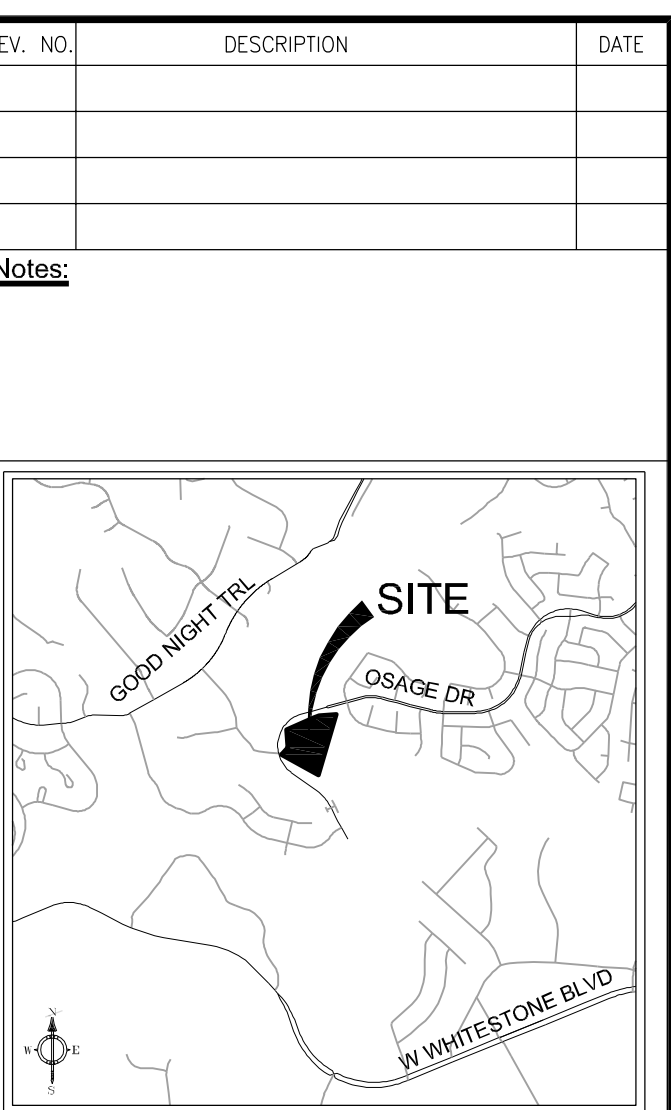
CHECKED BY :

RV

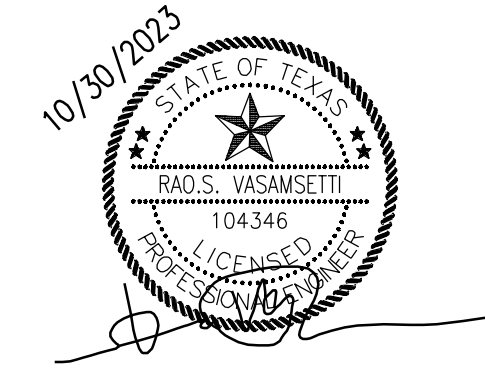
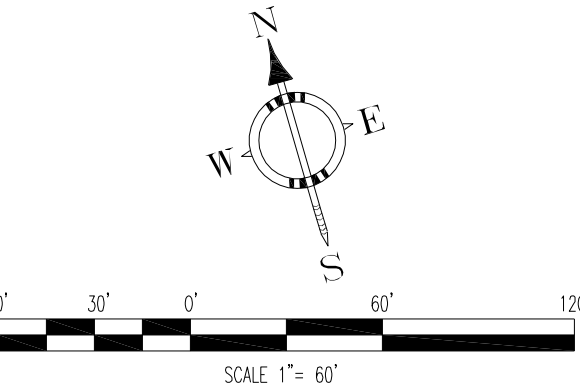
02 OF 10



Points	Drainage Area	D.A. (acres)	Cumulative D.A. (acres)	Type D				Q2	Q10	Q25	Q100
				IC ac	(Good) Ac	Composite CN	Tc Min.	CFS	CFS	CFS	CFS
1	A	2.240 ac.	2.240 ac.	1.250	1.250	93	2.410	11.10	18.10	22.80	31.00
2	B	2.31 ac.	4.550 ac.	0.000	0.000	83	3.600	9.10	16.10	21.00	29.20
3	C	12.95 ac.	17.500 ac.	0.000	0.000	83	6.440	46.10	82.10	106.80	148.60
1+2+3	A+B+C	17.50 ac.	17.50 ac.	1.250	1.250	84	4.770	64.10	113.70	147.70	205.50



	EXISTING TOP OF CURB AND GUTTER ELEVATIONS
	EXISTING SPOT ELEVATION
	PROPOSED CONTOUR (REPRESENT FINISHED TOP OF PAVEMENT OR TOPSOIL)
	EXISTING CONTOUR
	PROPOSED RIDGE
	DEFINED SWALE
	PROPOSED FIN, FLOOR LEVEL
	PROPOSED FOUNDATION BREAK
	OVERLAND FLOW DIRECTION
	GRATE
	PROPOSED STORM DRAIN
	EXISTING STORM DRAIN
	DRAINAGE FLOW (EXISTING)
	DRAINAGE AREA
	DRAINAGE PATH
	DRAINAGE RUNOFF - CFS
	DRAINAGE AREA - ACRES
	ACCUMULATED RUNOFF - CFS
	ACCUMULATED AREA - ACRES



TXPE FIRM17655
P.O. BOX, 592991 SAN ANTONIO TX 78258
PHONE: 210.549.7557. FAX: 512.856.4595
www.raosengineering.com

DATE : 10/10/23	JOB NO. 2022-072
DESIGNED BY : RV	DRG NO 03 OF 10
DRAWN BY : MF	
CHECKED BY : RV	

SURVEYOR'S NOTE:

1. BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83
2. DISTANCES SHOWN HEREON ARE BASED ON SURFACE MEASUREMENTS, TO CONVERT SURFACE DISTANCES TO GRID, MULTIPLY BY THE COMBINED SCALE FACTOR.
3. ALL EASEMENTS OF RECORD ARE SHOWN OR NOTED ON THE PLAT AS FOUND ON THE TITLE POLICY OR DISCOVERED WITH A TITLE SEARCH PREPARED FOR THE MOST RECENT PURCHASE OF PROPERTY. IN ADDITION TO THE EASEMENTS SHOWN HEREON, THERE ARE NO FURTHER EASEMENTS ARE FOUND AFTER THE SALE.
4. LOT 17 AND LOT 18 WILL HAVE DRIVEWAYS ONTO NAPOLI TOSCANA CT ONLY AND GOING TO HAVE MASONRY WALL ALONG THE REAR PROPERTY LINE.
5. THE COMBINED SCALE FACTOR FOR THIS PROJECT IS 0.999908769

BENCHMARK LIST: - NAVD88 - GEOD 12

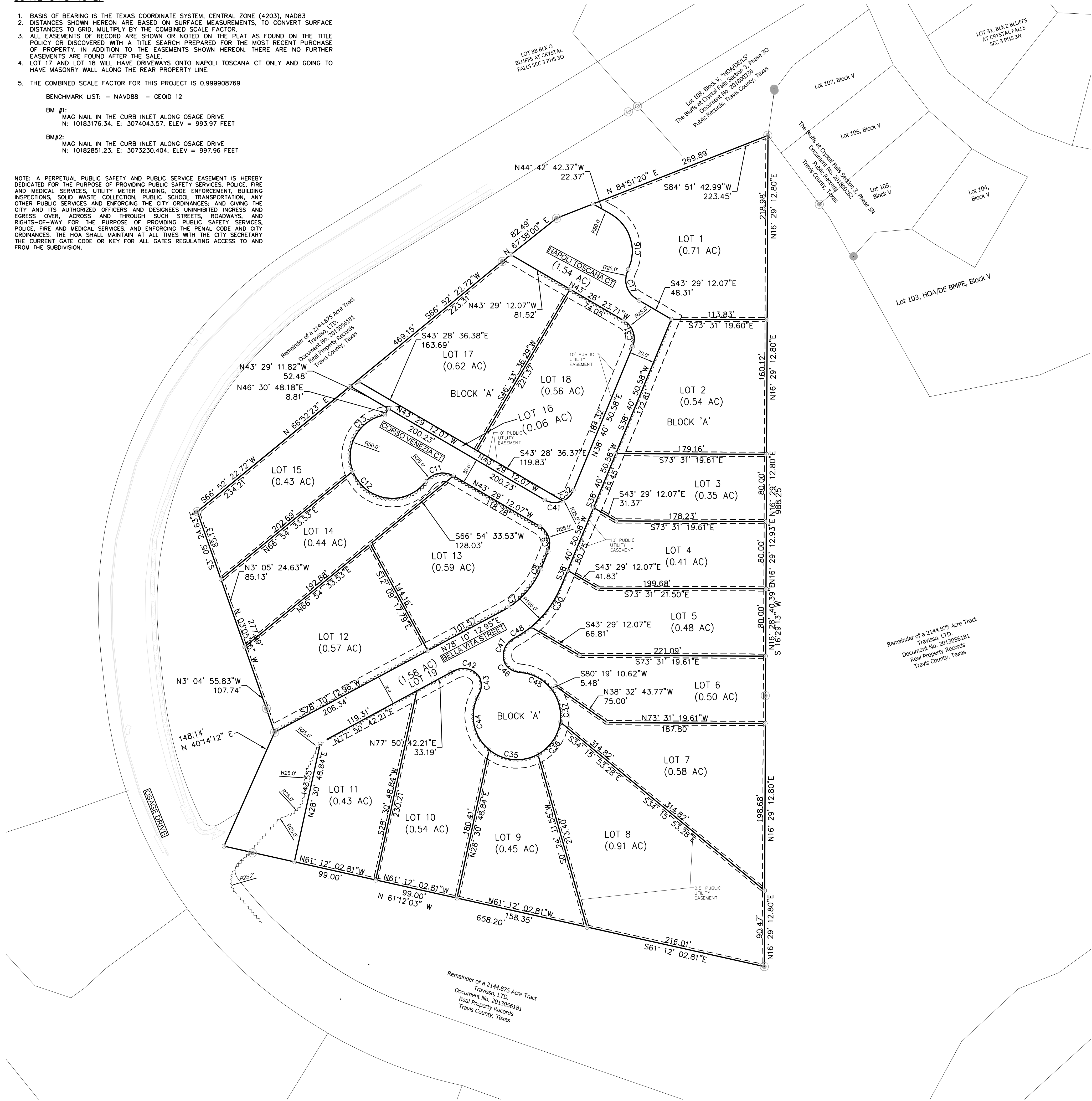
BM #1:

MAG NAIL IN THE CURB INLET ALONG OSAGE DRIVE
N: 10183176.34, E: 3074043.57, ELEV = 993.97 FEET

BM #2:

MAG NAIL IN THE CURB INLET ALONG OSAGE DRIVE
N: 10182851.23, E: 3073230.404, ELEV = 997.96 FEET

NOTE: A PERPETUAL PUBLIC SAFETY AND PUBLIC SERVICE EASEMENT IS HEREBY DEDICATED FOR THE PURPOSE OF PROVIDING PUBLIC SAFETY SERVICES, POLICE, FIRE AND MEDICAL SERVICES, UTILITY METER READING, CODE ENFORCEMENT, BUILDING INSPECTIONS, SOLID WASTE COLLECTION, PUBLIC SCHOOL TRANSPORTATION, ANY OTHER PUBLIC SERVICES AND ENFORCING THE CITY ORDINANCES, AND OWING THE CITY AND ITS AUTHORIZED OFFICERS AND DESIGNEES UNINHIBITED INGRESS AND EGRESS OVER, ACROSS AND THROUGH SUCH STREETS, ROADWAYS, AND RIGHTS-OF-WAY FOR THE PURPOSE OF PROVIDING PUBLIC SAFETY SERVICES, POLICE, FIRE AND MEDICAL SERVICES, AND ENFORCING THE PENAL CODE AND CITY ORDINANCES. THE HOA SHALL MAINTAIN AT ALL TIMES WITH THE CITY SECRETARY THE CURRENT GATE CODE OR KEY FOR ALL GATES REGULATING ACCESS TO AND FROM THE SUBDIVISION.



Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C7	68.23	99.00	39.49	N58° 25' 32"E	66.89
C8	68.23	99.00	39.49	N58° 25' 32"E	66.89
C9	34.42	24.00	82.17	N2° 24' 11"W	31.54
C11	36.53	25.00	83.72	S85° 20' 40"E	33.36
C12	107.12	50.00	122.75	S65° 49' 47"E	87.78
C13	87.62	50.00	100.40	N45° 44' 36"E	76.83
C16	76.65	50.75	86.54	S1° 27' 06"E	518.69
C17	24.55	25.82	54.48	S16° 09' 50"E	325.51
C30	59.37	120.00	28.35	S52° 51' 15"W	58.77
C31	35.85	25.00	82.17	N2° 24' 11"W	32.86
C32	18.23	24.00	43.52	N60° 26' 23"E	17.79
C35	61.80	52.00	68.09	S68° 25' 22"E	58.22
C36	48.42	52.00	53.35	S50° 51' 21"W	516.12
C37	38.77	52.00	42.71	S2° 49' 19"W	37.87
C41	22.75	24.00	54.31	N70° 38' 38"W	21.91
C42	34.41	23.00	85.71	S59° 18' 04"E	31.29
C43	21.47	23.00	53.48	S18° 52' 33"W	20.70
C44	46.64	52.00	51.39	S19° 55' 11"W	333.27
C45	43.03	52.00	47.41	N46° 13' 00"W	41.81
C46	21.48	23.00	53.51	N43° 10' 15"W	20.71
C47	34.84	23.00	86.78	N35° 29' 59"E	31.60
C48	24.84	135.34	10.52	N72° 57' 36"E	24.80

LOT SUMMARY TABLE

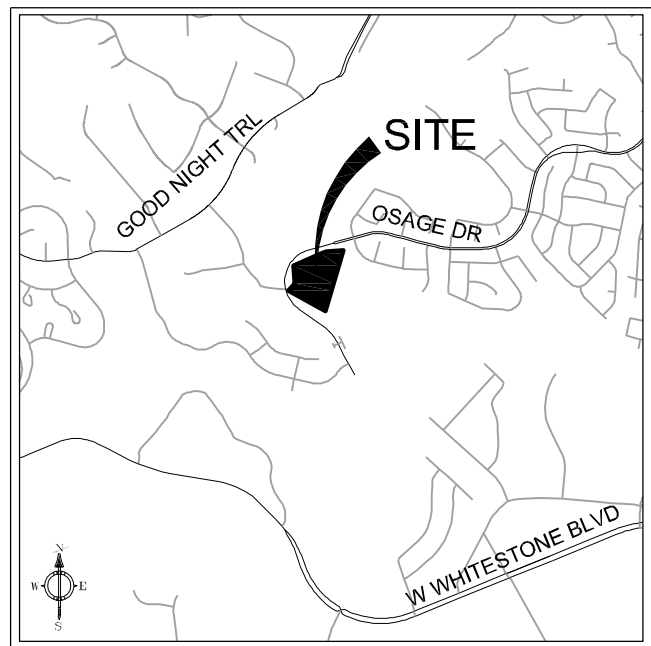
LOT NUMBER	ACREAGE	USE
LOT 1	0.71 ACRES	SINGLE FAMILY HOUSING
LOT 2	0.54 ACRES	SINGLE FAMILY HOUSING
LOT 3	0.35 ACRES	SINGLE FAMILY HOUSING
LOT 4	0.41 ACRES	SINGLE FAMILY HOUSING
LOT 5	0.48 ACRES	SINGLE FAMILY HOUSING
LOT 6	0.50 ACRES	SINGLE FAMILY HOUSING
LOT 7	0.58 ACRES	SINGLE FAMILY HOUSING
LOT 8	0.91 ACRES	SINGLE FAMILY HOUSING
LOT 9	0.45 ACRES	DETENTION POND
LOT 10	0.54 ACRES	SINGLE FAMILY HOUSING
LOT 11	0.43 ACRES	SINGLE FAMILY HOUSING
LOT 12	0.57 ACRES	SINGLE FAMILY HOUSING
LOT 13	0.59 ACRES	SINGLE FAMILY HOUSING
LOT 14	0.44 ACRES	SINGLE FAMILY HOUSING
LOT 15	0.43 ACRES	SINGLE FAMILY HOUSING
LOT 16	0.06 ACRES	LANDSCAPE LOT
LOT 17	0.62 ACRES	SINGLE FAMILY HOUSING
LOT 18	0.56 ACRES	SINGLE FAMILY HOUSING
LOT 19	1.54 ACRES	PRIVATE STREET ROW
TOTAL	10.756 ACRES	SINGLE FAMILY HOUSING

STREET TABLE

STREET NAME	LENGTH (LF)
BELLA VITA STREET	930.00
CORSO VENEZIA CT	261.00
NAPAOI TOSCANA CT	159.50

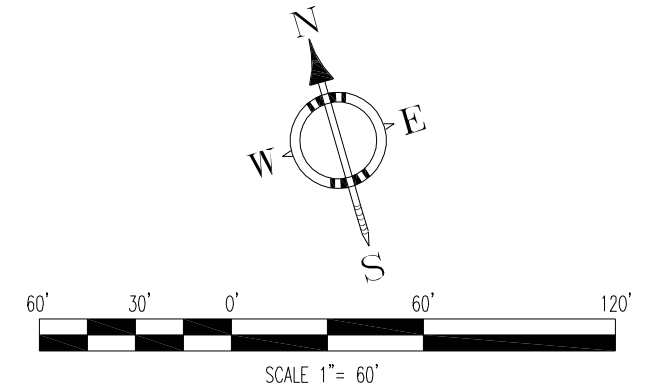
REV. NO.	DESCRIPTION	DATE

Notes:

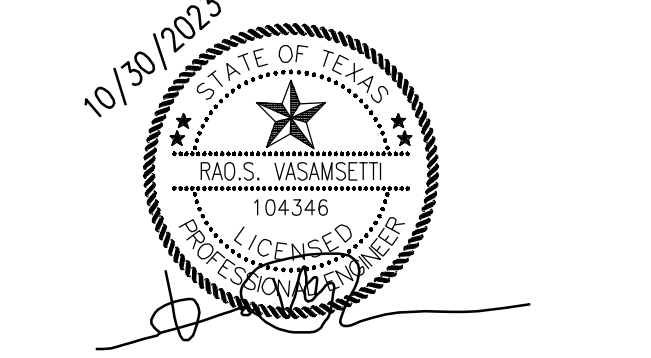


LEGEND

- FIR FOUND 1/2" IRON ROD
- SIRC SET 1/2" IRON ROD WITH CAP
- ~~~~~ 4-FT SIDEWALK
- - - - EASEMENT LINE



SIGNATURE/SEAL



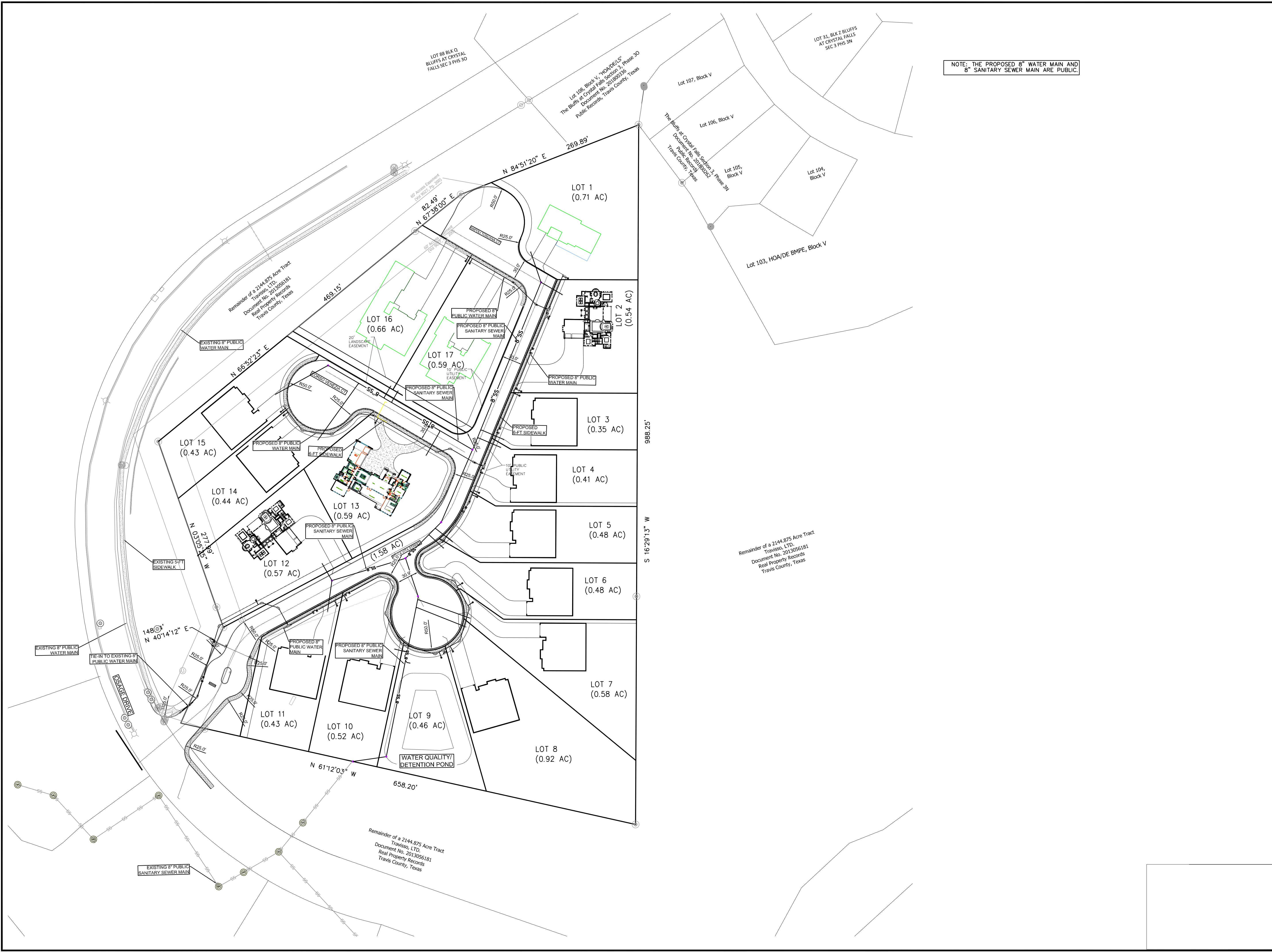
RCE RAO'S CONSULTING ENGINEERS

1495 FRM1755
P.O. BOX 502891 SAN ANTONIO TX 78208
PHONE: 210.548.7551 FAX: 512.856.4595
www.raosengineering.com

PROJECT DESCRIPTION:
VILLAS AT SPEAKING ROCK

TITLE:
PRELIMINARY PLAT

DATE :	10/10/23	JOB NO.	2022-0727
DESIGNED BY :	RV	DRG NO	
DRAWN BY :	MF		
CHECKED BY :	RV		



NOTE: THE PROPOSED 8" WATER MAIN AND 8" SANITARY SEWER MAIN ARE PUBLIC.

REV. NO.	DESCRIPTION	DATE

Notes:

LOCATION MAP

LEGEND

- SS: EXISTING SANITARY SEWER LINE
- G: EXISTING WATER LINE
- W: EXISTING WATER LINE
- OHE: EXISTING OVERHEAD ELECTRIC
- WM: EXISTING WATER METER
- FH: EXISTING FIRE HYDRANT
- PP: EXISTING POWER POLE
- LP: EXISTING LIGHT POLE
- SWD: EXISTING STORM WATER DRAIN
- SMH: EXISTING SEWER MANHOLE
- 8" SS: PROPOSED SANITARY SEWER LINE
- 8" W: PROPOSED WATER LINE
- SMH: PROPOSED SEWER MANHOLE
- TH: THURST BLOCKING
- CC: PROPOSED CLEANOUT
- WV: PROPOSED WATER VALVE
- WM: PROPOSED WATER METER
- FH: PROPOSED FIRE HYDRANT

SCALE 1" = 60'

SIGNATURE/SEAL

RCERAO'S CONSULTING ENGINEERS

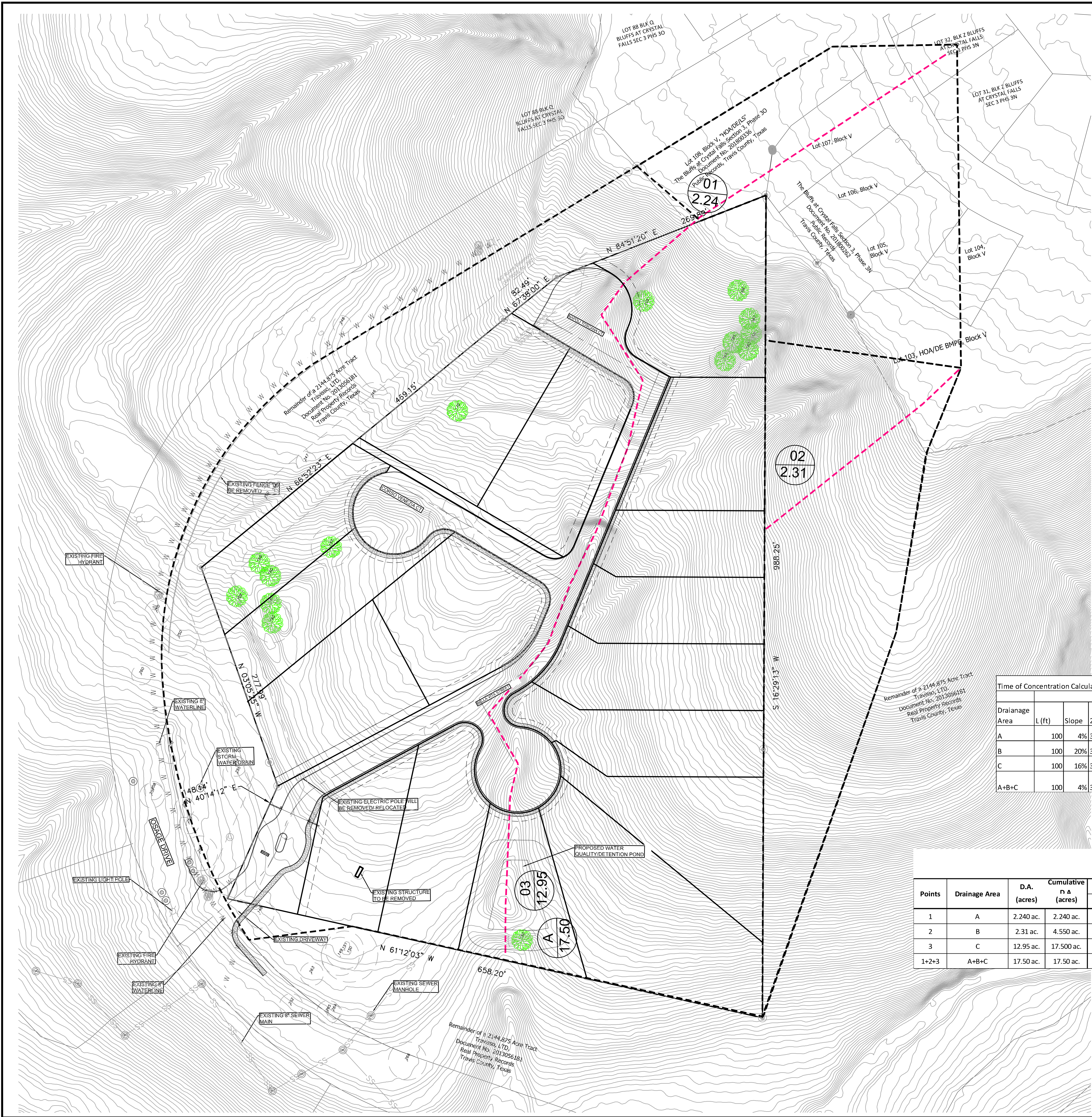
104346
RAO S. VASAMSETTI
STATE OF TEXAS
10/30/2023
P.O. BOX 502891 SAN ANTONIO TX 78208
PHONE: 210.548.7557 FAX: 512.856.4595
www.rceraosconsulting.com

PROJECT DESCRIPTION:
VILLAS AT SPEAKING ROCK

TITLE:
IMPROVEMENTS PLAN

DATE :	10/10/23	JOB NO.	2022-0727
DESIGNED BY :	RV	DRG NO.	
DRAWN BY :	MF		
CHECKED BY :	RV		

05 OF 10



Time of Concentration Calculations												
Drainage Area	Sheet					SCF			Channel			
	L (ft)	Slope	2-Year P	n	Tc (min)	L (ft)	Slope	Tc (min.)	L (ft)	V (fps)	Tc (min.)	Total TC min
A	100	4%	3.96"	0.015	1.08	251	3.81%	1.33				2.41
B	100	20%	3.96"	0.13	3.128	200	20.00%	0.46				3.588
C	100	16%	3.96"	0.13	3.39	681	12.00%	1.61	90	6	0.25	5.25
A+B+C	100	4%	3.96"	0.015	1.08	1032	14.00%	2.26	90	6	0.25	3.59

Proposed Coditions (Table - 2)											
Points	Drainage Area	D.A. (acres)	Cumulative n Δ (acres)	Type D				Q2	Q10	Q25	Q100
				IC ac	(Good) Ac	Composite CN	Tc Min.	CFS	CFS	CFS	CFS
1	A	2.240 ac.	2.240 ac.	1.250	1.250	93	2.410	12.60	19.30	24.00	31.90
2	B	2.31 ac.	4.550 ac.	0.000	0.000	83	3.600	8.70	15.80	20.70	28.90
3	C	12.95 ac.	17.500 ac.	5.850	5.850	93	5.250	65.80	101.50	125.90	167.80
1+2+3	A+B+C	17.50 ac.	17.50 ac.	7.070	7.070	84	3.590	86.30	135.40	168.90	226.50

REV. NO.

DESCRIPTION

DATE

Notes:

LOCATION MAP

LEGEND

59.50TC
50.00G
+50.00

EXISTING TOP OF CURB AND GUTTER ELEVATIONS

EXISTING SPOT ELEVATION

8000

PROPOSED CONTOUR (REPRESENT FINISHED TOP OF PAVEMENT OR TOPSOIL)

8000

EXISTING CONTOUR

PROPOSED RIDGE

DEFINED SWALE

F.F.=800.00

PROPOSED FIN. FLOOR ELEVATION

PROPOSED FOUNDATION BREAKS

OVERLAND FLOW DIRECTION

GRATE

PROPOSED STORM DRAIN

EXISTING STORM DRAIN

DRAINAGE FLOW (EXISTING)

DRAINAGE AREA

DRAINAGE PATH

X.XX
X

DRAINAGE RUNOFF - CFS
DRAINAGE AREA - ACRES

X.XX
X.X

ACCUMULATE RUNOFF - CFS
ACCUMULATED AREA - ACRES

60° 30° 0° 60° 120°

SCALE 1"= 60'

SIGNATURE/SEAL

10/30/2023

STATE OF TEXAS

RAO S. VASAMSETTI

104346

PROFESSIONAL ENGINEER

RCERAO'S CONSULTING ENGINEERS

104346

PROFESSIONAL ENGINEER

104346

PROFESSIONAL ENGINEER

PROJECT DESCRIPTION:
VILLAS AT SPEAKING ROCK

TITLE:
DRAINAGE PLAN

DATE : 10/10/23

JOB NO. 2022-0727

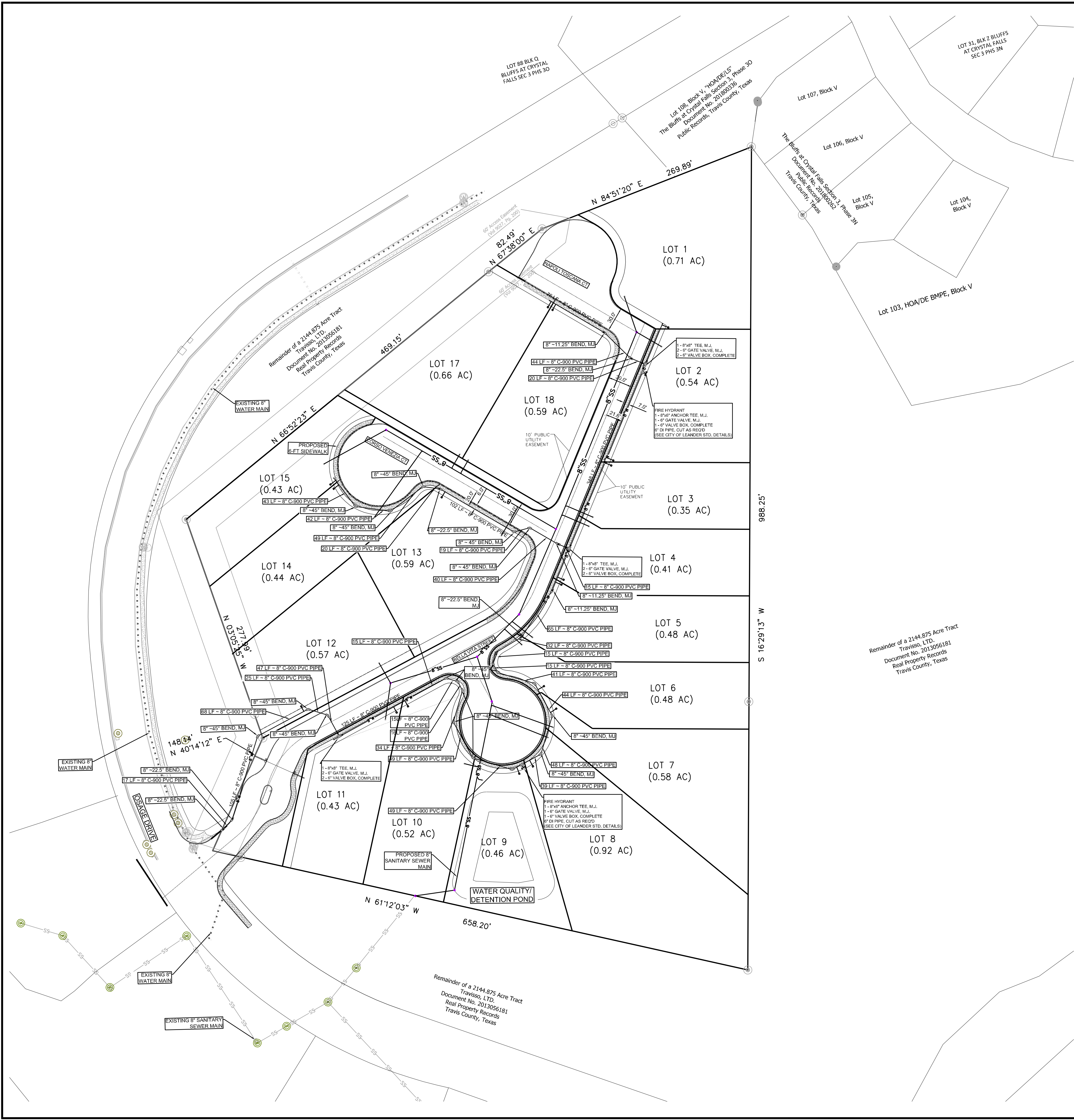
DESIGNED BY : RV

DRG NO

DRAWN BY : MF

06 OF 10

CHECKED BY : RV



CITY OF LEANDER WATER MODELING RESULTS	
MINIMUM PRESSURE	= 52 PSI (1,120 HGL)
MAXIMUM PRESSURE	= 103 PSI (1,137 HGL)
FIRE FLOW AVAILABLE	= 2,339 GPM AT 20 PSI RESIDUAL (LOW ELEVATION)
FIRE FLOW AVAILABLE	= 1,558 GPM AT 20 PSI RESIDUAL (HIGH ELEVATION)

AVERAGE DAY DEMAND

263.50 GAL/PERSON/DAY 3.1 PEOPLE/LUE
16 LUES X 0.18 GPM/LUE = 2.93 GPM

PEAK DAY DEMAND

702.67 GAL/PERSON/DAY 3.1 PEOPLE/LUE
16 LUES X 0.48 GPM/LUE = 7.81 GPM

PEAK HOUR DEMAND

1194.53 GAL/PERSON/DAY 3.1 PEOPLE/LUE
16 LUES X 0.83 GPM/LUE = 13.27 GPM

Fire Flow (Residential
over 3,600 SF) = 1,500 GPM (2 HRS)

NOTE: THE PROPOSED 8" WATER MAIN AND
8" SANITARY SEWER MAIN ARE PUBLIC.

REV. NO.	DESCRIPTION	DATE

Notes:

LOCATION MAP

LEGEND

SS	EXISTING SANITARY SEWER LINE
W	EXISTING WATER LINE
W	EXISTING WATER LINE
OHE	EXISTING OVERHEAD ELECTRIC
WM	EXISTING WATER METER
WH	EXISTING FIRE HYDRANT
WP	EXISTING POWER POLE
WL	EXISTING LIGHT POLE
WS	EXISTING STORM WATER DRAIN
SM	EXISTING SEWER MAN-HOLE
SS	PROPOSED SANITARY SEWER LINE
W	PROPOSED WATER LINE
WM	PROPOSED SEWER MAN-HOLE
WB	THRUST BLOCKING
WC	PROPOSED CLEANOUT
WV	PROPOSED WATER VALVE
WM	PROPOSED WATER METER
WH	PROPOSED FIRE HYDRANT

SCALE 1" = 60'

SIGNATURE/SEAL

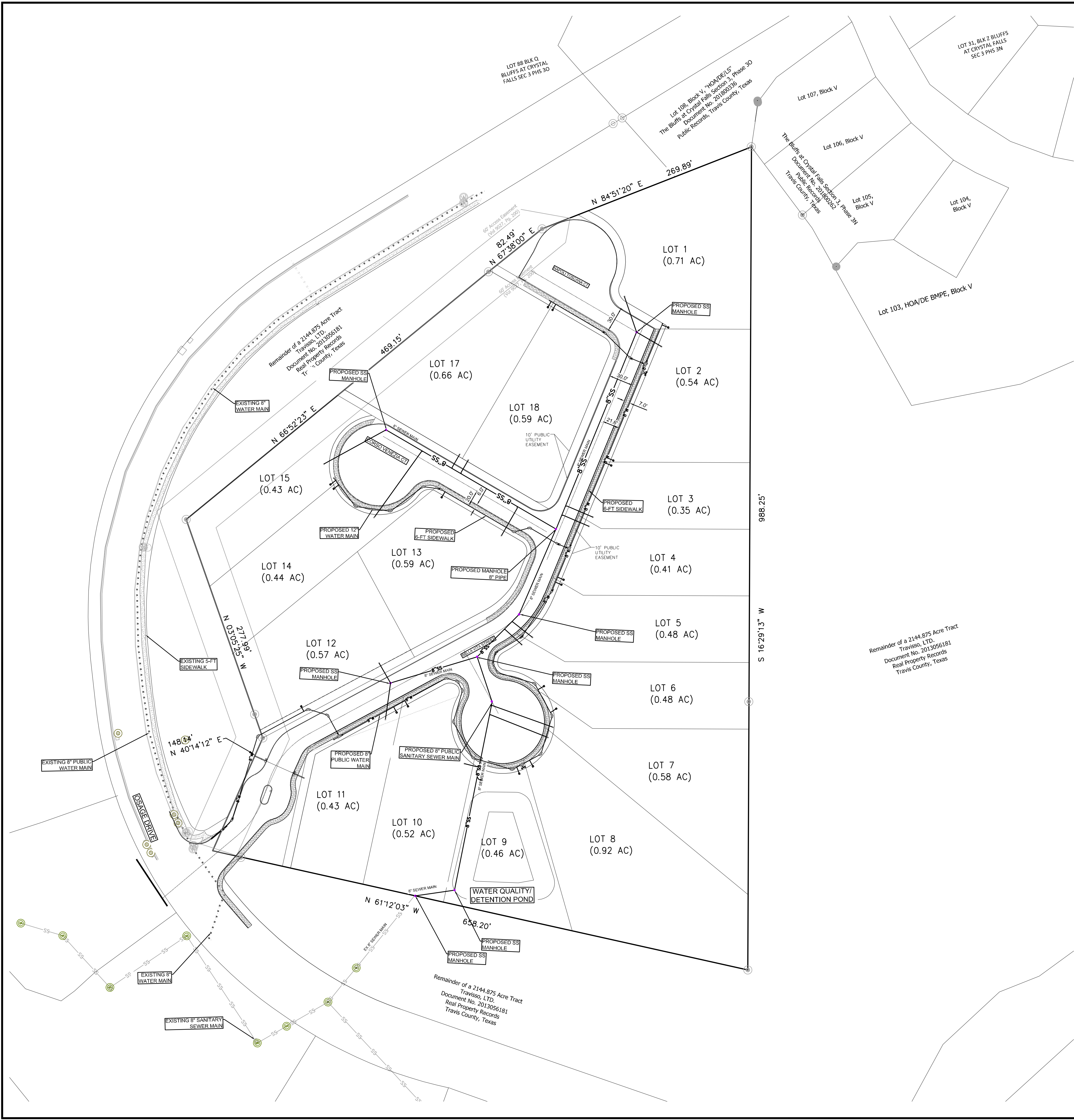
10/30/2023

PROJECT DESCRIPTION:
VILLAS AT SPEAKING ROCK

TITLE:
WATER PLAN

DATE :	10/10/23	JOB NO.	2022-0727
DESIGNED BY :	RV	DRG NO	
DRAWN BY :	MF		
CHECKED BY :	RV		

07 OF 10

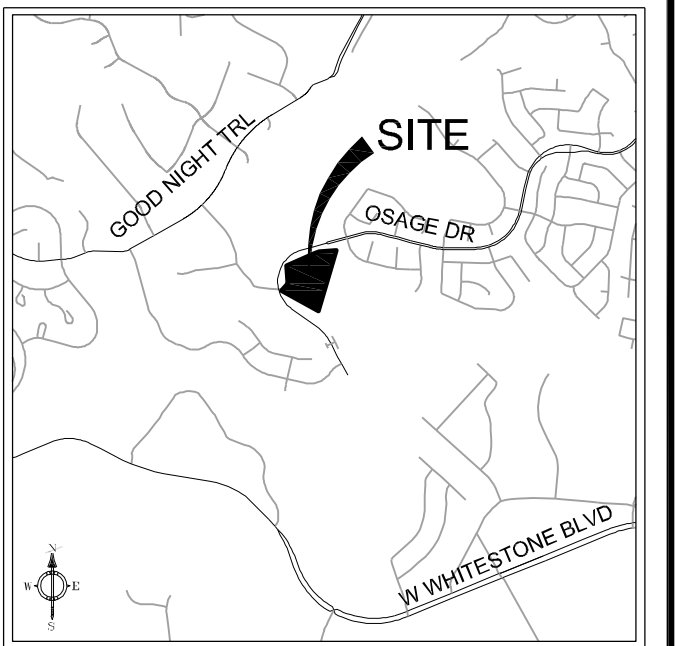


NOTE: THE PROPOSED 8" WATER MAIN AND 8" SANITARY SEWER MAIN ARE PUBLIC.

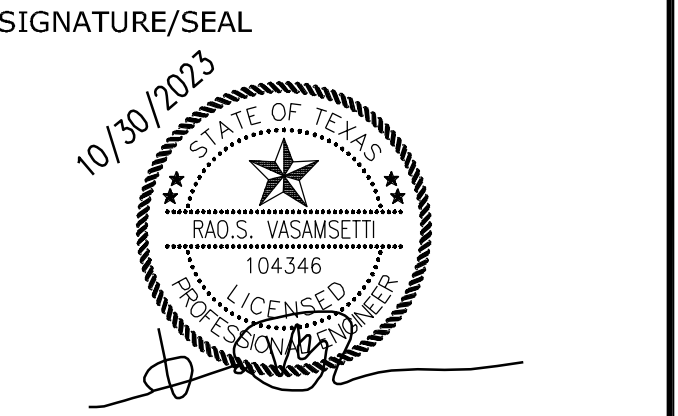
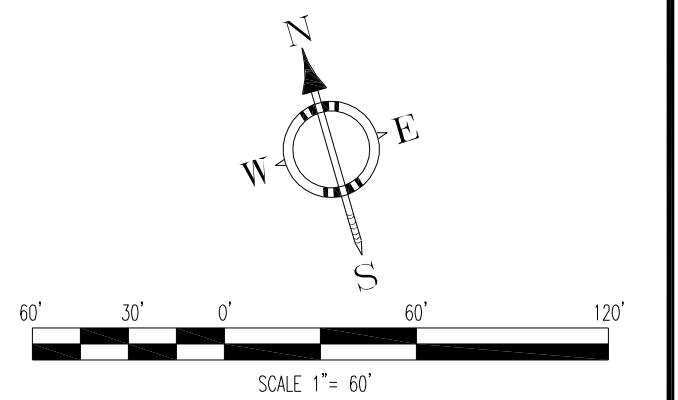
DEVELOPMENT	LUE'S	ADWF	PF	PDWF	I/I AREA	I/I	PWWF
SINGLE FAMILY		gpm		gpm	ac		gpm
	16	2.73	4.31	11.77	10.81	5.65	17.42

REV. NO.	DESCRIPTION	DATE

Notes:



- LEGEND**
- SS— EXISTING SANITARY SEWER LINE
 - G— EXISTING WATER LINE
 - W— EXISTING WATER LINE
 - OHE— EXISTING OVERHEAD ELECTRIC
 - ⊙ EXISTING WATER METER
 - ⊙ EXISTING FIRE HYDRANT
 - ⊙ EXISTING POWER POLE
 - ⊙ EXISTING LIGHT POLE
 - ⊙ EXISTING STORM WATER DRAIN
 - ⊙ EXISTING SEWER MANHOLE
 - 8" SS— PROPOSED SANITARY SEWER LINE
 - PROPOSED WATER LINE
 - PROPOSED SEWER MANHOLE
 - THURST BLOCKING—
 - PROPOSED CLEANOUT
 - ⊙ PROPOSED WATER VALVE
 - ⊙ PROPOSED WATER METER
 - ⊙ PROPOSED FIRE HYDRANT



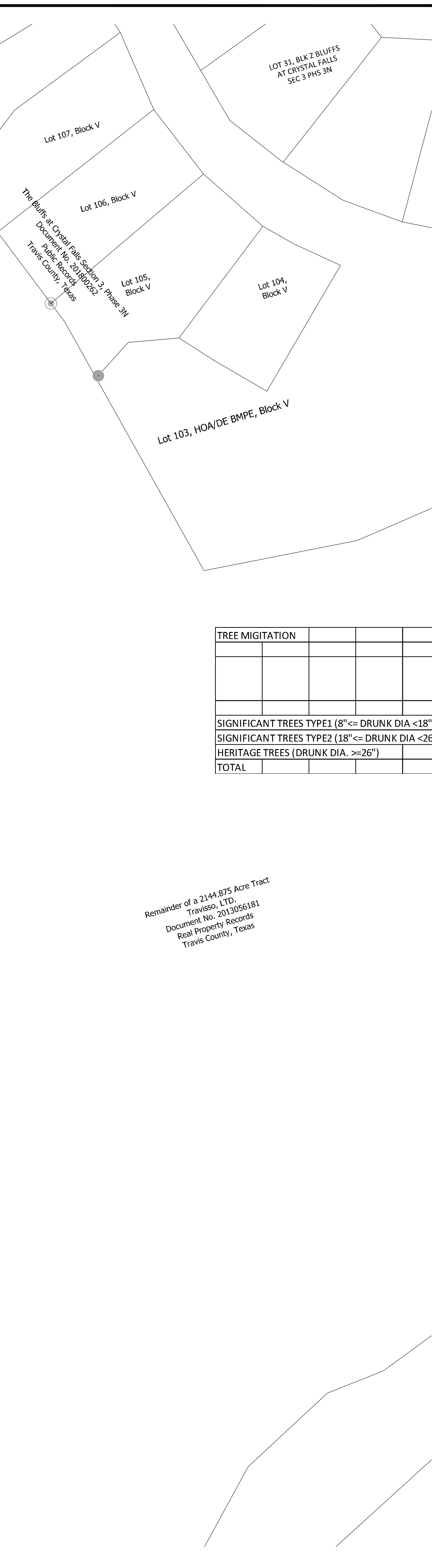
RCERAO'S CONSULTING
ENGINEERS

TXPE 19881755
P.O. BOX 592891 SAN ANTONIO TX 78258
PHONE: 210.548.7557 FAX: 512.856.4595
www.rceraosconsulting.com

PROJECT DESCRIPTION:
VILLAS AT SPEAKING ROCK

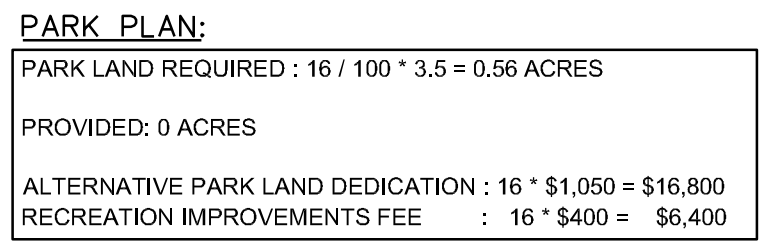
TITLE:
WASTE WATER PLAN

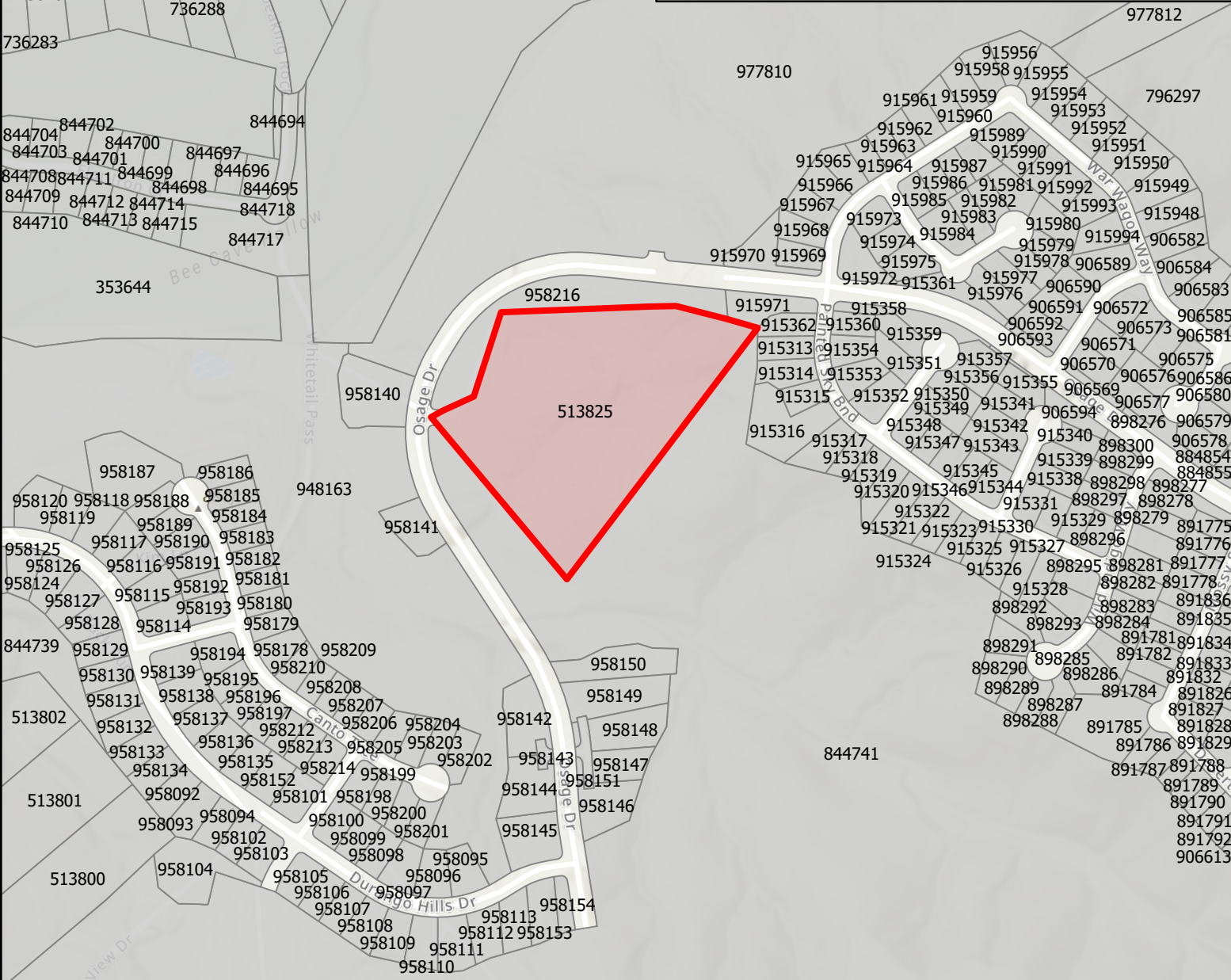
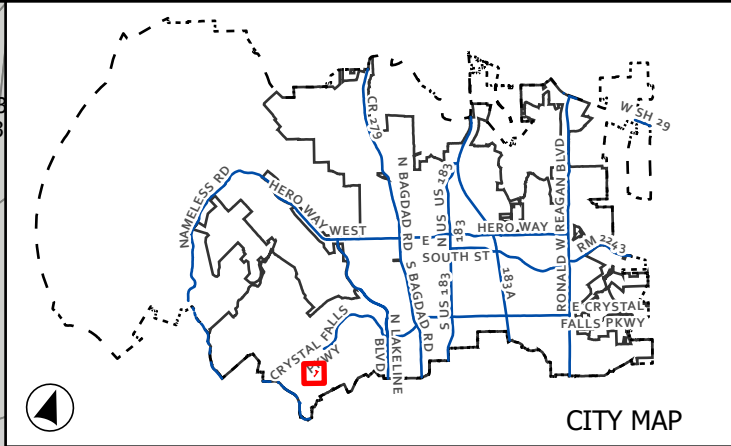
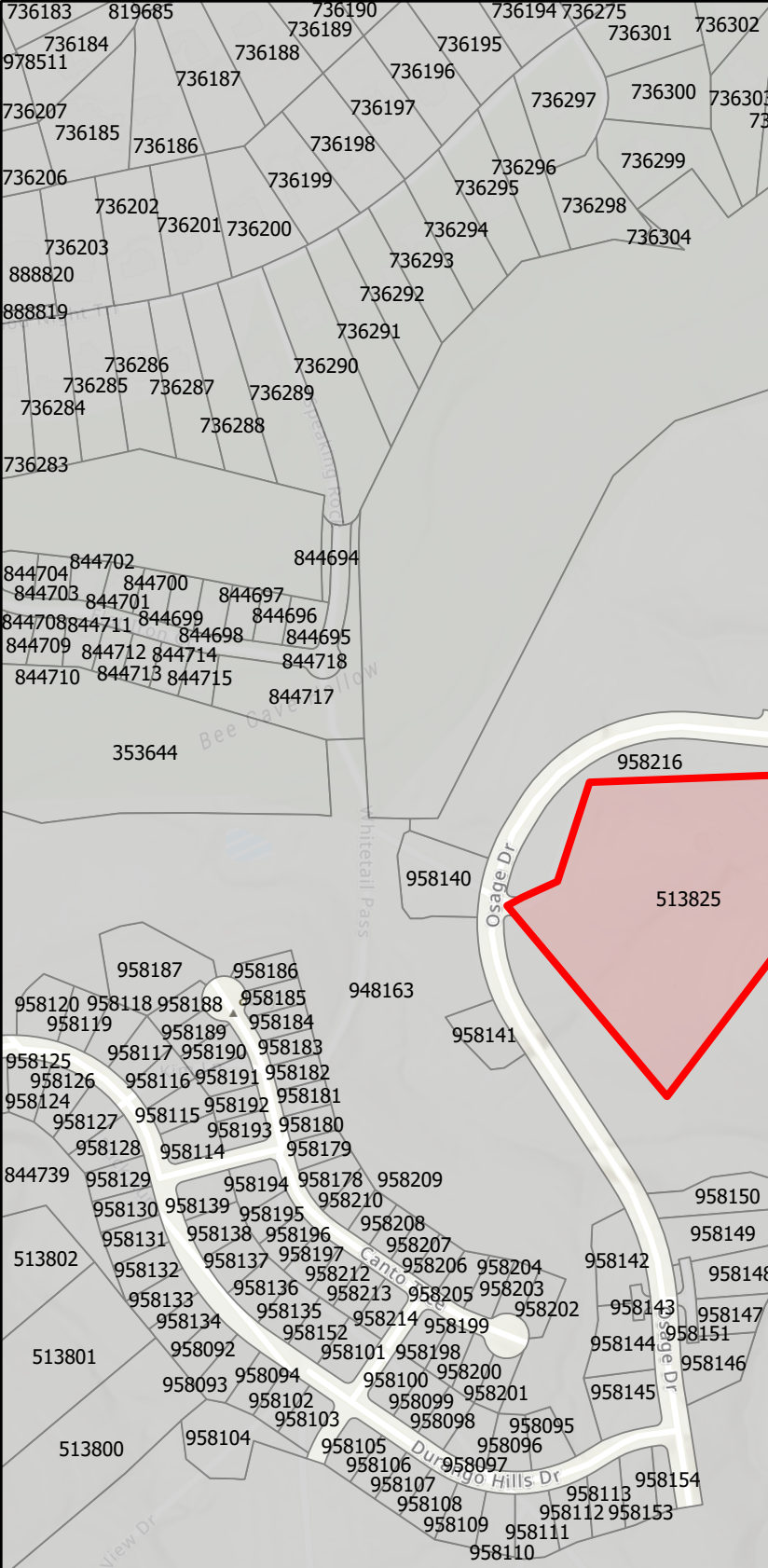
DATE :	10/10/23	JOB NO.	2022-0727
DESIGNED BY :	RV	DRG NO.	
DRAWN BY :	MF		
CHECKED BY :	RV		

[illegible]

In the event of a conflict with tree removal/preservation call outs on plan sheet(s) versus tree removal/preservation matrix, the treeremoval/preservation matrix shall apply. It is the contractors responsibility to verify with City staff should any inconsistency exist within an approved plan set. No in-field changes are made to approved plans, no exceptions.

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[illegible]



CASE: CP-23-0025

ATTACHMENT 2

VILLAS AT SPEAKING ROCK

Location Map



0 225 450

Feet

-  City Limits
 ETJ Boundary
 Subject Boundary

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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, January 11, 2024
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

REGULAR MEETING

1. Call to Order.
The meeting was called to order at 6:00p.m.
2. Roll Call.
All commissioners were present except Commissioner Moss.
3. Director's report to the Planning & Zoning Commission on action taken by City Council on the January 4, 2024 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 FP-23-0090 regarding Edgewood Phase 1, Section 2 Final Plat on one (1) parcel of land approximately 21.509 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District parcel R648305; generally located approximately 1,500 feet due east of the intersection of CR 175 and Argyle Road and southeast of Edgewood Phase 1, Section 1, Leander, Williamson County, Texas.
7. Approval of Minutes

Motion: Approve Consent Agenda Items 6-7.

By: Ron May

Seconded: Donnie Mahan

Yes: Donnie Mahan, John Cosgrove, Ron May, James Oliver, Laura Lantrip, Scott Calame
No: None
Abstain: None

PUBLIC HEARING: ACTION

8. Conduct a Public Hearing regarding Subdivision Case CP-23-0022 to adopt the 183A RE Investments Concept Plan and Preliminary Plat on one (1) parcel of land approximately 9.614 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R461862; generally located 700 feet southeast of the intersection of 183A Toll Road and Aven Way, Leander, Williamson County, Texas.

- Discuss and consider action regarding Subdivision Case CP-23-0022 as described above.

No one spoke in favor or opposition of the request.

Motion: Approved Concept Plan CP-23-0022

By: Donnie Mahan

Seconded: Ron May

Yes: Donnie Mahan, John Cosgrove, Ron May, James Oliver, Laura Lantrip, Scott Calame

No: None

Abstain: None

9. Conduct a Public Hearing regarding Subdivision Case CP-23-0025 to adopt the Villas at Speaking Rock Concept Plan and Preliminary Plat on one (1) parcel of land approximately 10.756 acres $\pm$ in size, more particularly described by Travis Central Appraisal District Parcel 513825; generally located to the southwest of the intersection of Osage Drive and Painted Sky Bend more commonly known as 1601 Speaking Rock, Leander, Travis County, Texas.

- Discuss and consider action regarding Subdivision Case CP-23-0025 as described above.

No one spoke in favor or opposition of the request.

Motion: Approve Concept Plan CP-23-0025

By: Scott Calame

Seconded: John Cosgrove

Yes: Donnie Mahan, John Cosgrove, Ron May, James Oliver, Laura Lantrip, Scott Calame

No: None

Abstain: None

REGULAR AGENDA

10. Adjournment
Meeting adjourned at 6:06 p.m.

ATTEST:

APPROVED

PLANNING SECRETARY

CHAIR



EXECUTIVE SUMMARY
1/18/2024

AGENDA SUBJECT:

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.

- Discuss and consider action regarding Zoning Case Z-23-0093 as described above.

BACKGROUND:

This request is the second step in the zoning process.

HISTORY/TIMELINE:

12/28/2023 – Planning & Zoning Commission, 1st Public Hearing

APPLICANT/AGENT:

Southwest Land Services, Inc. (David Singleton) on behalf of David Nguyen and Emily Dao

RECOMMENDATION:

Staff recommends approval of the zoning request.

PRESENTER:

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

Attachments:

1. Z-23-0093 Att 1 Planning Analysis
2. Z-23-0093 Att 2 Current Zoning - Bagdad Plaza Market Minor PUD
3. Z-23-0093 Att 3 FLU Map - Bagdad Plaza Market Minor PUD
4. Z-23-0093 Att 4 Public Notification - Bagdad Plaza Market Minor PUD
5. Z-23-0093 Att 5 Proposed Zoning - Bagdad Plaza Market Minor PUD
6. Z-23-0093 Att 6 Aerial Map - Bagdad Plaza Market Minor PUD
7. Z-23-0093 Att 7 Bagdad Plaza - PUD Notes
8. Z-23-0093 Att 8 Letter of Intent
9. Z-23-0093 Att 9 Neighborhood Outreach
10. Z-23-0093 Att 10 Bagdad Plaza Market Minor PUD Ordinance

11. Z-23-0093 Att 11 Draft P&Z Minutes



PLANNING ANALYSIS

ZONING CASE Z-23-0093 BAGDAD PLAZA MARKET MINOR PUD

GENERAL INFORMATION

Owner/Agent: Southwest Land Services, Inc. (David Singleton) on behalf of David Nguyen and Emily Dao.

Current Zoning: LC-2-B (Local Commercial)

Proposed Zoning: Bagdad Plaza Market Minor PUD (Planned Unit Development) with the base zoning district of LC-2-A (Local Commercial)

Size and Location: The property is located at the northeast corner of S. Bagdad Road and Dexter Drive, including approximately 2.81 acres.

Staff Contact: Michael Chenausky
Senior Planner

APPLICANT REQUEST

The applicant has submitted a request to change the designated zoning district of their property in order to allow for outdoor fuel sales.

STAFF CONCLUSIONS

Y N

- ☐ ☒ Does the proposal comply with the intent statements of the Composite Zoning Ordinance? *See highlighted text on page 3*
- ☒ ☐ Does the proposal comply with the goal statements of the Comprehensive Plan? *see page 3*
- ☒ ☐ Does the proposal warrant any other special considerations? *see below*

SPECIAL CONSIDERATIONS

This property is currently zoned for local commercial uses. The developer wishes to build a gas station and retail building at this location. The gas station is required to comply with the required two hundred (200') foot setback from residential properties. In addition, the PUD requires that they construct ten thousand (10,000) square feet of commercial/retail in addition to the convenience store.

Staff does have concerns about the proximity of the gas station to the neighborhood.

SITE INFORMATION:

ABUTTING ZONING AND LAND USE:

	ZONING	LAND USE
NORTH	LC-2-B	Undeveloped commercial

EAST	SFC-2-B	Westview Meadows subdivision
SOUTH	LO-2-B & SFC-2-B	Office Condos and Westview Meadows subdivision
WEST	SFU-2-B	Robin Bledsoe Park

SURROUNDING AREA:

This property is located at the northeast corner of S. Bagdad Road and Dexter Drive. This property is adjacent to the Westview Meadows subdivision on the east and developed and undeveloped commercial properties to the north and south along S. Bagdad Road. To the west of the property, across S. Bagdad Road is developed parkland.

PHYSICAL AND NATURAL FEATURES:

There are existing trees onsite which will need to be accounted for at the time of development.

PROPERTY HISTORY:

This property was annexed into the City of Leander on 07/21/1999.

MAJOR CORRIDORS:

This property has access onto S. Bagdad Road.

TRANSPORTATION PLAN REQUIREMENTS:

The table below includes the proposed streets within the development. These streets have not been reviewed and are subject to change during the review process.

STREET	CLASSIFICATION	LAND USE CONTEXT	DESIGN ELEMENTS
Bagdad Road	Arterial	Commercial Corridor	126' ROW 6 lanes 10' sidewalk

EXISTING UTILITIES:

This property has access to water and wastewater utilities off Bagdad Rd.

CURRENT LAND USES:

This property is currently undeveloped.

PROPOSED ZONING DISTRICT:**USE COMPONENT****LC – LOCAL COMMERCIAL:**

Features: Any use in LO plus retail sales and services, restaurants, banks, nursery or greenhouse, grocery sales, pharmacies, fitness centers, dance and music academies, artist studio, colleges and universities, bed and breakfast. Hours of operation: 5:00 a.m. to 10:00 p.m. Sun.-Thurs., 5:00 a.m. to 11:00 p.m. Fri. and Sat.

Intent: Development of small scale, limited impact commercial, retail, personal services and office uses located in close proximity to their primary customers, which cater to the everyday needs of the nearby residents, and

which may be located near residential neighborhoods. Access should be provided by a collector or higher classification street.

SITE COMPONENT

TYPE 2:

Features: Accessory buildings greater of 10% of primary building or 120 sq. ft.; accessory dwellings for SFR, SFE and SFS; drive-thru service lanes; uses not to exceed 40,000 sq. ft.; multi-family provides at least 100% of units with an enclosed garage parking space.

Intent:

- (1) The Type 2 site component may be utilized with non-residential developments that are adjacent to a residential district or other more restrictive district to help reduce potential negative impacts to the more restrictive district and to provide for an orderly transition of development intensity.
- (2) The Type 2 site component is intended to be utilized for residential development not meeting the intent of a Type 1 site component and not requiring the additional accessory structure or accessory dwelling privileges of the Type 3 site component.
- (3) This component is intended to be utilized with the majority of LO and LC use components except those that meet the intent of the Type 1 or Type 3 site component or with any use requiring drive-through service lanes.
- (4) This component is intended to be utilized with LO, LC, GC, HC, and HI use components when adjacent to residential districts and additional compatibility standards are warranted.
- (5) This component is generally not intended to be utilized with HC and HI use components except where such component is adjacent to, and not adequately buffered from, residential districts or other more restricted districts, and except as requested by the land owner.
- (6) Compliance with Type 1 standards shall also be deemed as compliance with this component.

ARCHITECTURAL COMPONENT

TYPE A:

Features: 5 or more architectural features.

Intent:

- (1) The Type A architectural component is intended to be utilized for high quality developments or to provide variety as an additional option for portions of a residential development and may be utilized in or adjacent to single-family uses.
- (2) This component is intended to be utilized for single-family development that backs up to, or sides to, a major thoroughfare.
- (3) Combined with appropriate use and site components, this component is intended to help provide for harmonious land use transitions by applying this component to a less restrictive use or site component adjacent to a more restrictive use or site component. This standard may be utilized to help ensure compatibility for non-residential uses, multi-family, two-family, townhouse or small lot residential development with adjacent property that is more restricted.
- (4) This component is intended to be utilized for buildings requiring heights greater than those provided in other architectural components.
- (5) This component may be utilized for any high profile development, for any property in a prominent location or at an important gateway to the community.
- (6) This component is not intended to become an involuntary standard for the majority of a single-family subdivision, especially with SFR, SFE, SFS, SFU and SFC components.

COMPREHENSIVE PLAN:

Applicable Comprehensive Plan goal statements

- Strategy 2.2: Facilitate quality commercial development through targeted marketing and a commitment by the City to help businesses grow and expand.

Applicable Future Land Use categories

MULTI-USE CORRIDOR

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

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

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

INTERGOVERNMENTAL/INTERDEPARTMENTAL REVIEW:

This proposal was reviewed by all applicable departments within the City of Leander. All plats submitted will be reviewed by Williamson County along with City Staff.

SCHEDULE:

NOTIFICATION

- 12/07/2023 - Public Notice on Hill Country News
- 12/13/2023 - Mail Notification to Property Owners within 200'
- 12/13/2023 - Public Hearing Signage Posted on Property
- 12/28/2023 - Planning and Zoning Commission Public Hearing
- 01/18/2023 - City Council Public Hearing & First Reading of the Ordinance
- 02/01/2023 - City Council Second & Final Reading of the Ordinance

PUBLIC NOTIFICATION:

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

A virtual neighborhood meeting was held on November 20, 2023. A total of 2 residents/property owners attended the neighborhood meeting a third resident reached out by phone. Please see the Neighborhood Outreach attachment 9 for more detail. Below is a list of comments/concerns that were discussed during the meeting:

- No Concerns.

The following changes were made to address issues discussed.

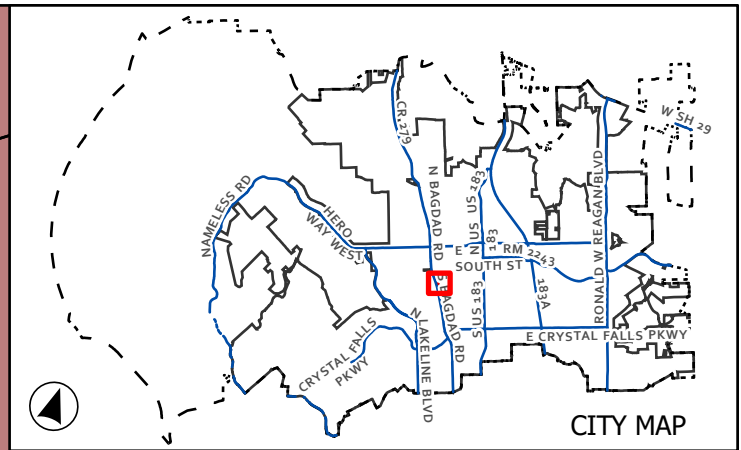
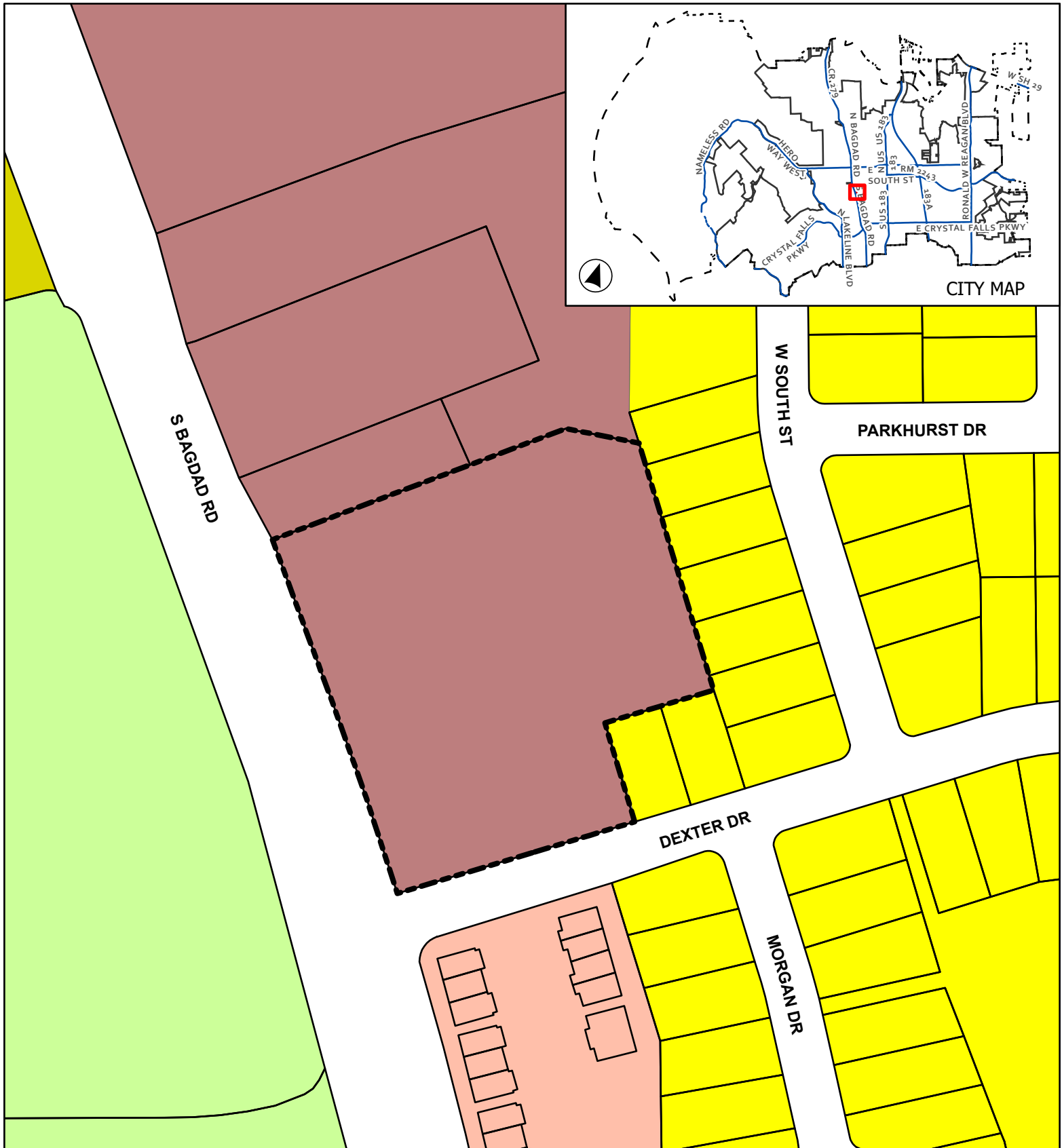
- No Changes.

Please see the full report from the applicant attached.

APPROVAL CRITERIA:

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

HIGHER STANDARDS	WAIVERS
Type-A Architectural Standards Minimum of 10,000 SF of commercial/retail to be constructed prior to or concurrently with the fuel station.	Allow commercial fueling to be developed under the Type 2 Site Component.



CASE: Z-23-0093

ATTACHMENT 2

BAGDAD PLAZA MARKET MINOR PUD

Current Zoning

- | | |
|-----------------------------|--------------------------------|
| Leander City Limits | LO - Local Office |
| SFU - Single-Family Urban | LC - Local Commercial |
| SFC - Single-Family Compact | Subject Boundary |
| SFL - Single-Family Limited | Extra-Territorial Jurisdiction |

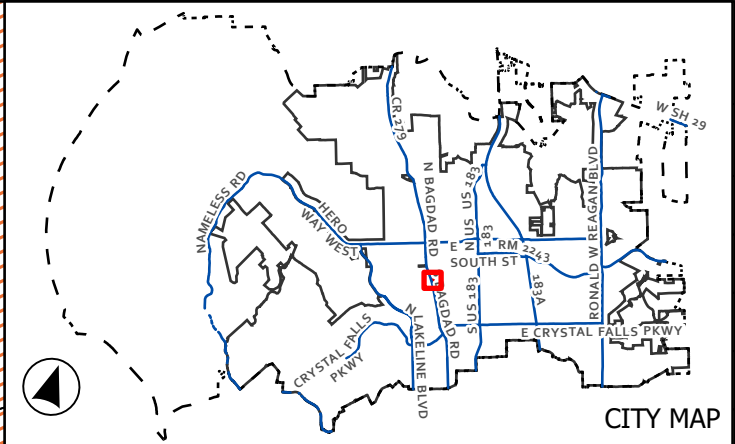
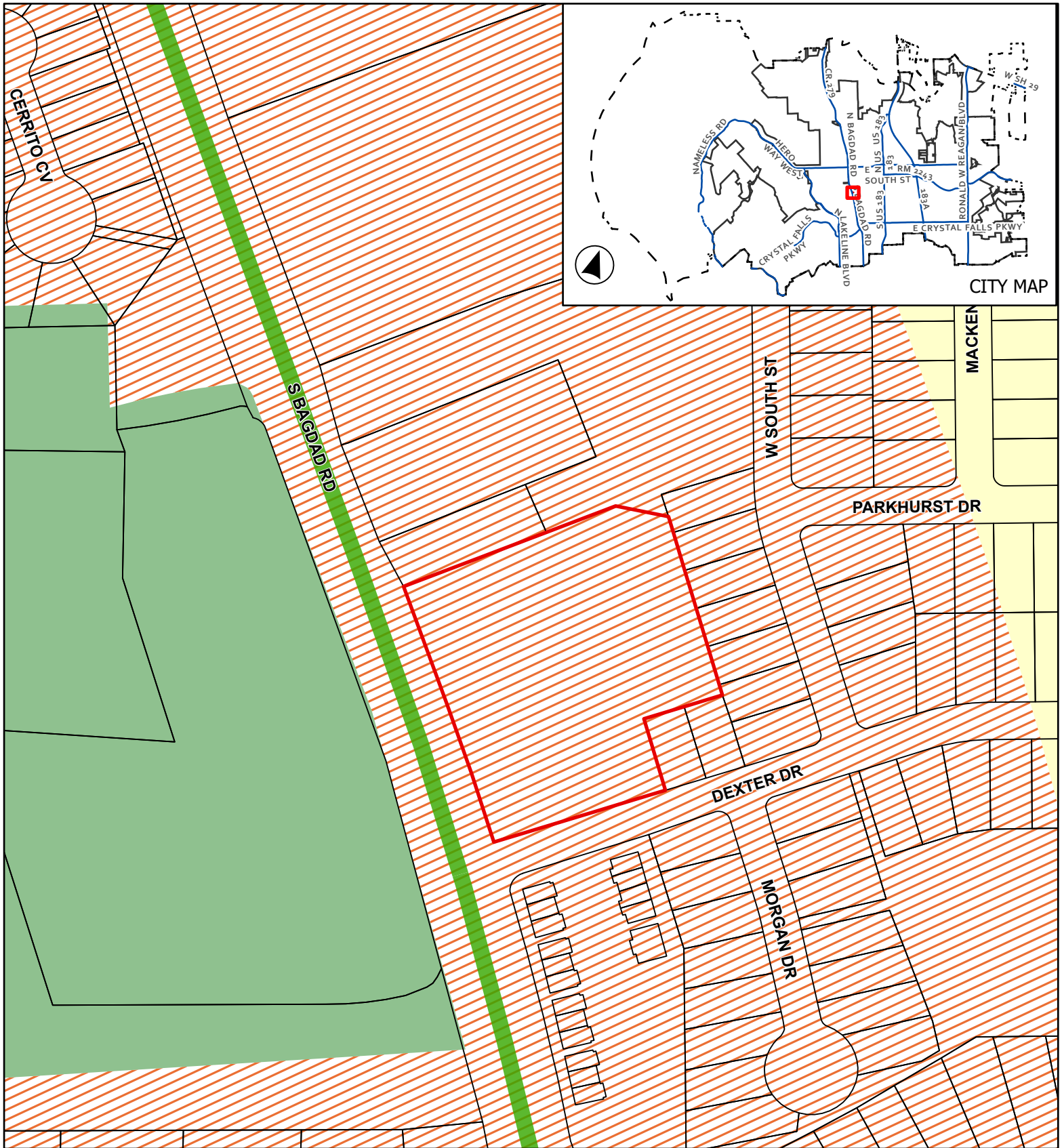
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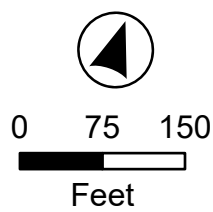
Feet



CASE: Z-23-0093 ATTACHMENT 3 BAGDAD PLAZA MARKET MINOR PUD

Future Land Use Map

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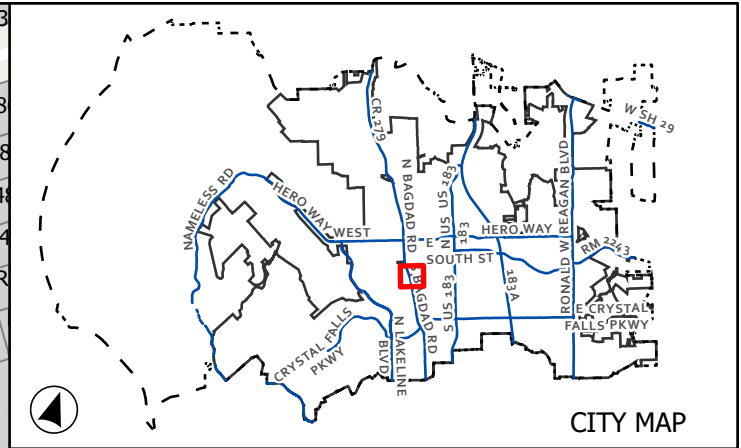
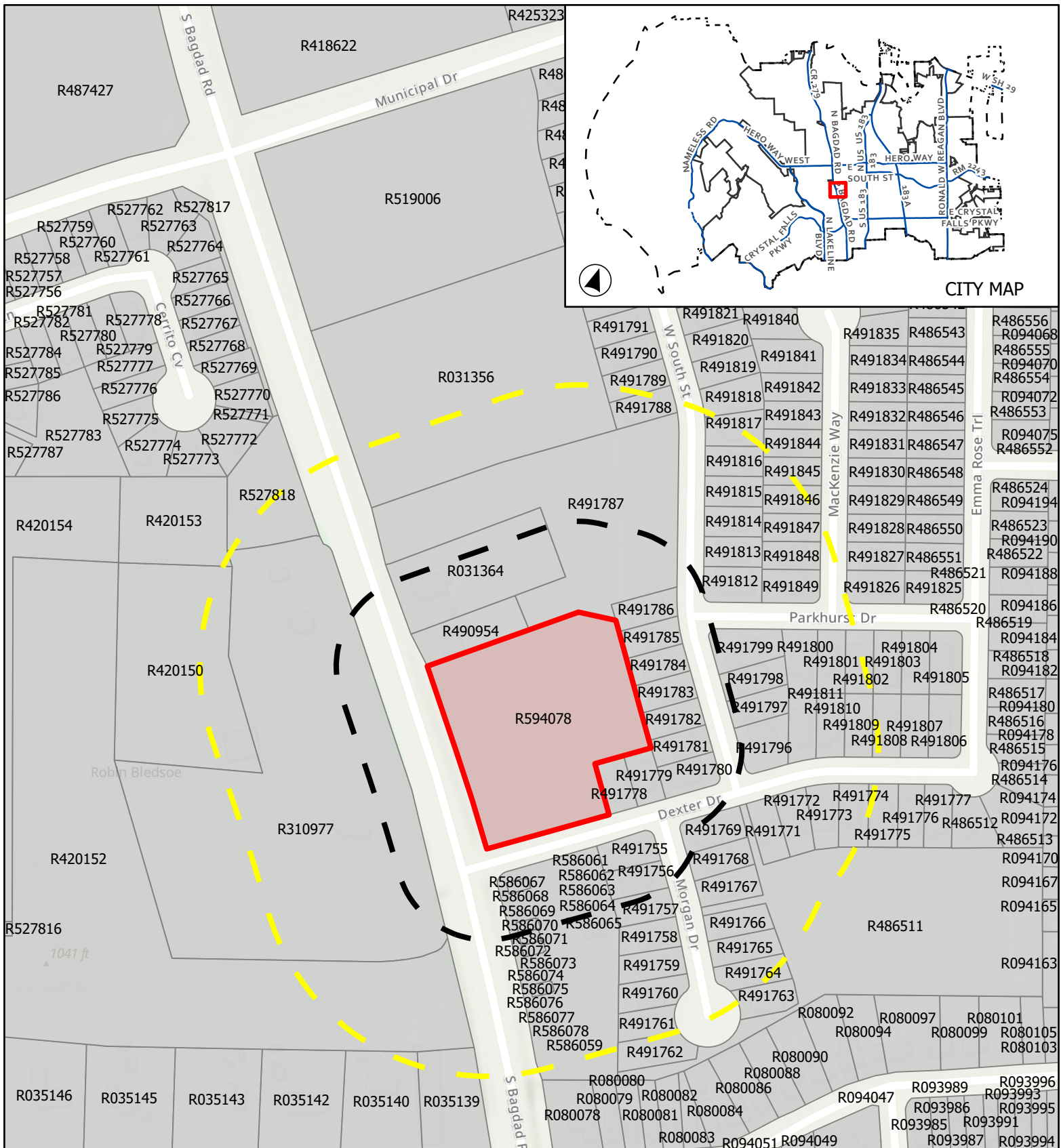


- Leander City Limits
- ETJ Boundary
- Subject Boundary
- Arterial 6 Lane, Existing

Future Land Use

- Neighborhood Residential
- Multi-Use Corridor
- Parks and Preserves

Thoroughfare Plan



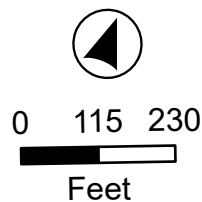
CASE: Z-23-0093

ATTACHMENT 4

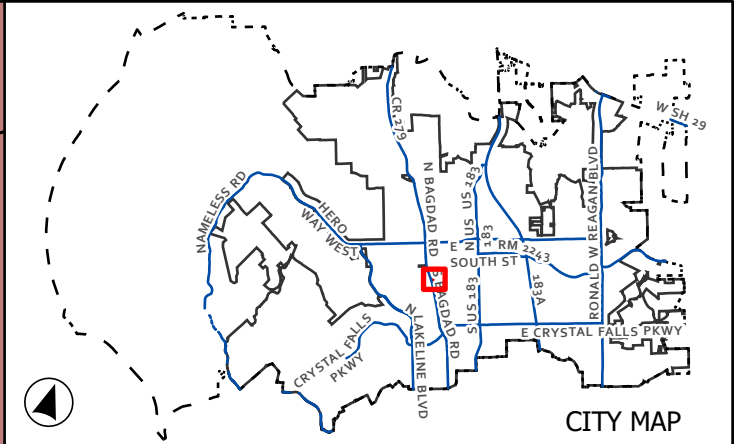
BAGDAD PLAZA MARKET MINOR PUD

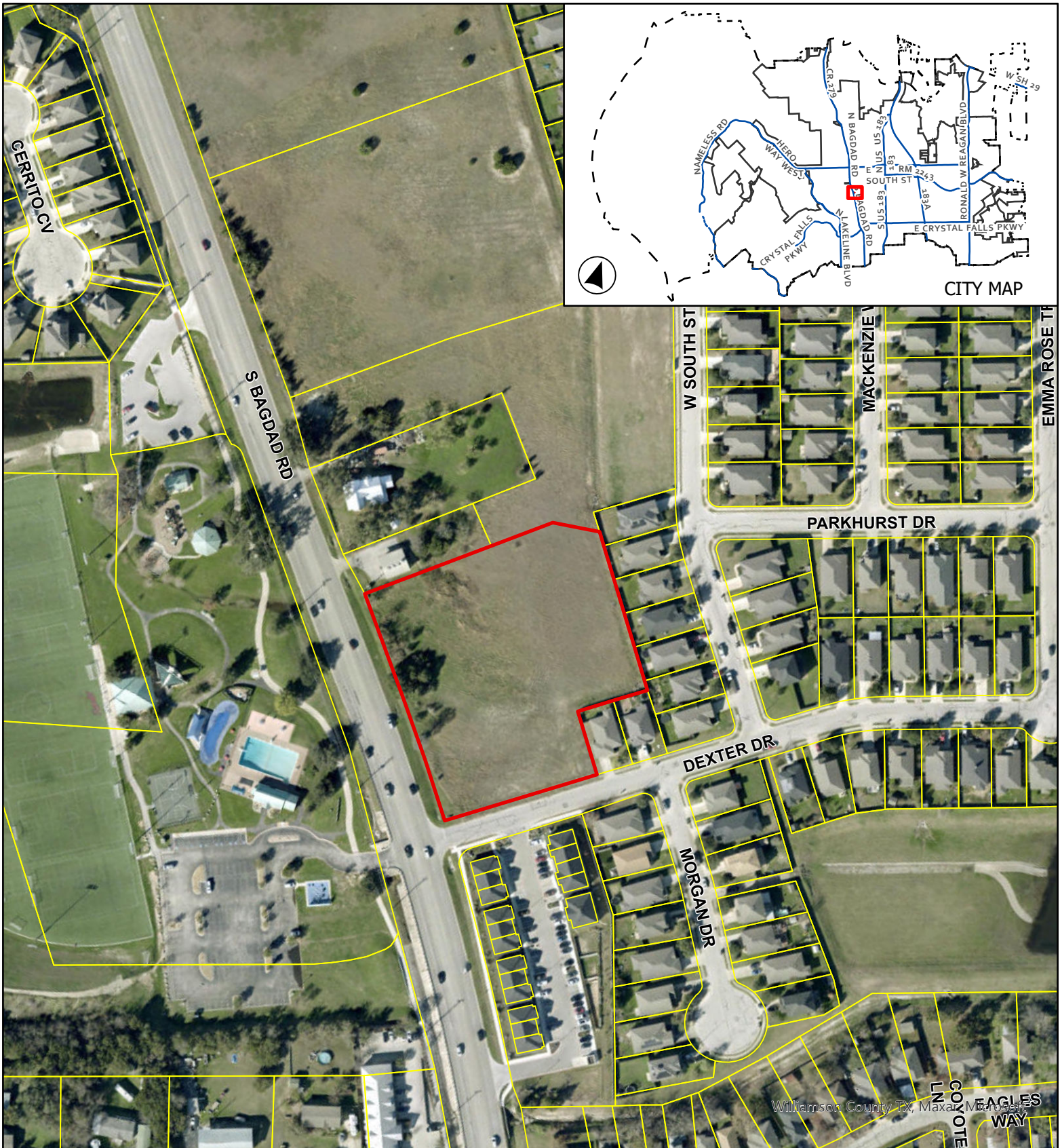
Location Map

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- City Limits
- ETJ Boundary
- Notification Buffer**
- 200'
- 500'
- Subject Boundary





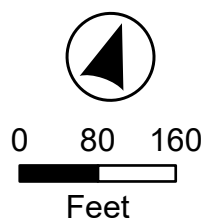
CASE: Z-23-0093

ATTACHMENT 6

BAGDAD PLAZA MARKET MINOR PUD

Aerial Map

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- Leander City Limits
- Subject Boundary

EXHIBIT A

BAGDAD PLAZA MARKET MINOR PLANNED UNIT DEVELOPMENT

A. Purpose and Intent

1. The Bagdad Plaza Market PUD is comprised of approximately 2.80 ac known as Lot 1, Block A, Bagdad Plaza, LLC as shown in Exhibit B.. The development of this property includes a variety of mixed uses including a gas station, retail, restaurant, professional office, and other permitted uses allowed in the LC (Local Commercial) use component.

B. Applicability and Base Zoning

1. All aspects regarding the development of this PUD shall comply with the City of Leander Composite Zoning Ordinance, except as established in this exhibit, titled **Exhibit A**.
2. For the purpose of establishing development standards for the PUD, the following base zoning districts have been selected from the Leander Composite Zoning Ordinance.

LC-2-A (Local Commercial)

C. Allowable / Permitted Uses

1. Commercial fueling is allowed on the property in compliance with the ordinance requirements.
2. Construction of the commercial fueling facilities are not allowed without the concurrent construction of a minimum ten thousand (10,000) square feet of commercial/retail buildings on the property.

October 10, 2023

Robin Griffin, Director of Planning
City of Leander
201 N. Brushy Street
Leander, TX 78641

RE: Bagdad Plaza Market
620 S Bagdad Rd
Minor PUD request

Ms. Griffin,

On behalf of David Nguyen and Emily Dao (Applicants and Owners), we are submitting the enclosed Minor PUD Application to rezone the referenced property approximately 2.81 acres from LC-2-B to PUD with LC-2-B Base Zoning with a limited LC-3-B use restricted to a specific area on the tract. There are no other waivers being requested.

The Owners are proposing one-hundred percent (100%) masonry on the fuel canopy columns and eight-five percent (85%) masonry on all other structures.

The proposed zoning is consistent with the City's Comprehensive Plan and will further the goals established therein by expanding an existing employment base contiguous to existing transportation arterials and provide additional local commercial opportunities within the corporate boundaries of the City.

The topography of the site is relatively flat with slopes of less than two percent (2%). The property has a significant number of trees that will be cataloged during the site plan process in accordance with the City's Tree Ordinance in advance of any further development on the tract.

We respectfully solicit Staff's recommendation for approval of the request and welcome any questions you have in regard to the request.

Sincerely,

A handwritten signature in black ink that reads "David Singleton". The signature is written in a cursive, flowing style.

David Singleton

APPLICANT'S SUMMARY OF NEIGHBORHOOD COMMUNICATIONS

This summary is only required for a PUD or a Minor PUD.

1. How and when were the surrounding neighborhood and residential property owners within 500' notified, how was information shared, and who was directly involved in the communication process? Please provide the address of the properties notified and the name and contact information of the residents directly involved in the communication process. Attach any materials that were distributed.

A letter was sent to 98 property owners within 500' on November 6th. David Singleton the agent was involved in the communication process. Letter sent and properties notified are attached.

A zoom called was scheduled and conducted on 11/20 with 2 property owners with the project engineer and the agent. A 3rd property owner reached out by phone with similar questions but did not participate in the zoom meeting. Property owners Cody Kennedy(phone), Kevin Leo and Melissa Walsh (Zoom call)

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

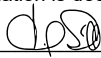
3. What concerns were raised during these communications?

No concerns were raised only questions about what was being planned for the site.

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

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

Signature: _____



Date 11/21/23

SOUTHWEST
LAND SERVICES, INC.

October 31, 2023

Re: Bagdad Plaza Market
620 S Bagdad Road Leander (#R594078)
Proposed Zoning Case

Dear Neighbor,

The purpose of this letter is to notify you of a proposed zoning change in your area. I represent the owners of approximately 2.81 acres located at 620 S Bagdad Road. The owner is proposing to rezone the tract from LC-2-B to PUD with LC-2-A base zoning and a portion of the tract proposed for LC-3-A.

The subject property is located within an area designated as Multi-Use Corridor on the City of Leander's Comprehensive Land Use Plan. This land use designation encourages a mixture of local commercial uses including the uses being proposed for the project. The Comprehensive Plan further identifies Local Commercial (LC) as a suitable zoning category for the corridor.

We are mindful of the recent increase of COVID cases and some may not be comfortable at an in-person meeting, so we are scheduling a Zoom meeting for November 20th 2023 at 7:30 p.m. Please feel free to call, text or email with questions or concerns, or contact our office for the Zoom call login information.

If you would like to discuss this project in greater detail or ask any questions related to this submittal to the City of Leander, please contact me by phone at 512-259-9000 or by email at southwestland@gmail.com. So that we can appropriately represent communications back to the City, please contact us no later than November 20th.

Sincerely,

David Singleton

Mailing address: P.O. Box 984 Leander Texas 78646-0984
Delivery address: 108 Paloma Point, Georgetown Texas 78628
southwestland@gmail.com 512.259.9000

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY CREATING THE BAGDAD PLAZA MARKET MINOR PUD (PLANNED UNIT DEVELOPMENT) WITH THE BASE ZONING DISTRICT OF LC-2-A (LOCAL 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 2.81 acres $\pm$; being more particularly described in Exhibit "B"; legally described as Lot 1, Block A of the Bagdad Plaza LLC Subdivision; identified by Williamson Central Appraisal District tax identification number R594078; more particularly described in Instrument Number 2013081695; recorded in the Official Public Records of Williamson County, Texas.

SECTION 4. Property Rezoned. The Zoning Ordinance is hereby amended by creating the Bagdad Plaza Market Minor PUD (Planned Unit Development) with the base zoning district of LC-2-A (Local Commercial). The PUD shall be developed and occupied in accordance with this Ordinance, the PUD plan attached as Exhibits "A" and "B" which are hereby adopted and incorporated herein for all purposes, and the Composite Zoning Ordinance to the extent not amended by this Ordinance. In the event of a conflict between the Composite Zoning Ordinance

and the requirements for the Property set forth in this Ordinance, this Ordinance shall control.

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

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

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

PASSED AND APPROVED on First Reading this the 18th day of January, 2024.

FINALLY PASSED AND APPROVED on this the 1st day of February, 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
1/18/2024

AGENDA SUBJECT:

Discuss and consider action on a Memorandum of Understanding by and between the City of Leander and Hill Country Hyzers Disc Golf Club for activities hosted at Benbrook Ranch Park and Disc Golf Course for a term of five (5) years; and authorize the Interim City Manager to execute any and all necessary documents.

BACKGROUND:

Since 2022, the City of Leander has coordinated with Hill Country Hyzers Disc Golf Club (Hyzers), a local nonprofit organization, on disc golf course improvements and activities at Benbrook Ranch Park. Hyzers is a 501(c)(3) nonprofit organization committed to growing disc golf in the north Austin area. The group hosts monthly disc golf events and has committed to reinvesting club revenues into course improvements.

In 2022, the City and Hyzers completed a redesign of the City's disc golf course, and the Parks & Recreation Department purchased new basket sleeves, concrete tee pads, and modified disc golf hole and tee locations to improve play and reduce potential hazards. Moving forward, City staff and Hyzers desire to continue coordinating improvements and activities with the goal of attracting more disc golf patrons and events to Benbrook Ranch Park.

HISTORY/TIMELINE:

09/02/2022 - The Parks & Recreation Department executed an MOU with Hill Country Hyzers Disc Golf Club for a one-year term.

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends Council approval of the Memorandum of Understanding.

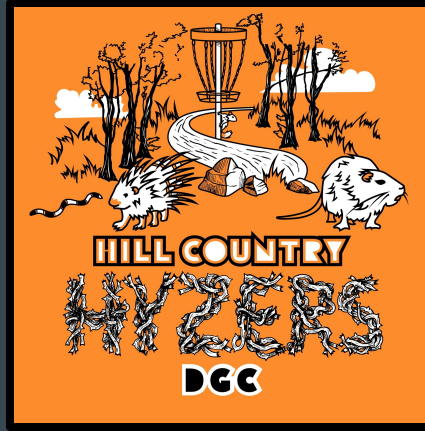
PRESENTER:

Greg Olmer, Assistant Director of Parks and Recreation

Fiscal Impact

Attachments:

1. Hill Country Hyzers Presentation
2. Hill Country Hyzers MOU 2024
3. Hill Country Hyzers MOU 2022



...

Hill Country Hyzers Disc Golf Club

Est. 2020

Who are we?

We represent the Hill County Hyzers Disc Golf Club (975+ followers on Facebook).

We are a 501(c)(3) non-profit org. committed to growing disc golf in Cedar Park, Georgetown, & Leander.

Board of Directors

- Alexander Erwin (President)
- Christopher Albert (Treasurer)
- Michael Wilson (Chief Sales Officer)
- Aaron Woods (Chief Logistics Officer)
- Gregory Kirchheim (Chief Marketing Officer)
- David Glenn (Secretary)



What does our organization do?

- We host approximately 12 low-cost disc golf events each month, attracting citizens to Central Texas parks.

We Focus on Four Tenets:

1. Improving existing courses through volunteer work.
2. Advocating for additional courses.
3. Bringing new players to the game.
4. Donating to local charities.

June 2023						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
						Travis County Parks Foundation - Richard Moya Park - 9 Hole Pop-Up Event
4	5			8	9	10
	WillCo, 4:30-5:45 PM FLEX, singles, multiple divisions (\$12, \$5, or \$2), TD: Xan Erwin			Putting League at Whitestone Brewery (15390 W State Hwy 29, Building 2 & 3, Liberty Hill, TX 78642), 4:00-8:00 PM FLEX, \$5, TD: Xan Erwin		Benbrook Work Day 8 AM - 4 PM, FREE MINT Discs frisbee for 2+ hours of work, message Xan Erwin for details
11	12	13	14	15	16	17
Zoo Town Open watch party at Red Horn Brewery (1615 Scottsdale Dr.), 11:30 AM, TD: Dustin Kolzur	WillCo, 4:30-5:45 PM FLEX, singles, multiple divisions (\$12, \$5, or \$2), TD: Xan Erwin	Putting League at Red Horn Brewery (1615 Scottsdale Dr.), 5:00-8:00 PM FLEX, \$5, TD: Xan Erwin				Benbrook Work Day 8 AM - 4 PM, FREE MINT Discs frisbee for 2+ hours of work, message Xan Erwin for details
18	19	20	21	22	23	24
	WillCo, 4:30-5:45 PM FLEX, singles, multiple divisions (\$12, \$5, or \$2), TD: Xan Erwin					Benbrook Grand Opening Party! 9 AM - 3 PM
25	26	27	28	29	30	July 1
	Benbrook, 4:30-5:45 PM FLEX, singles, multiple divisions (\$10 or \$3), TD: Xan Erwin	Putting League at Red Horn Brewery (1615 Scottsdale Dr.), 5:00-8:00 PM FLEX, \$5, TD: Xan Erwin				WillCo, 9:00 AM, singles, EDGE Charity Round LOTS of CIP prizes, \$12, TD: Mike Wilson

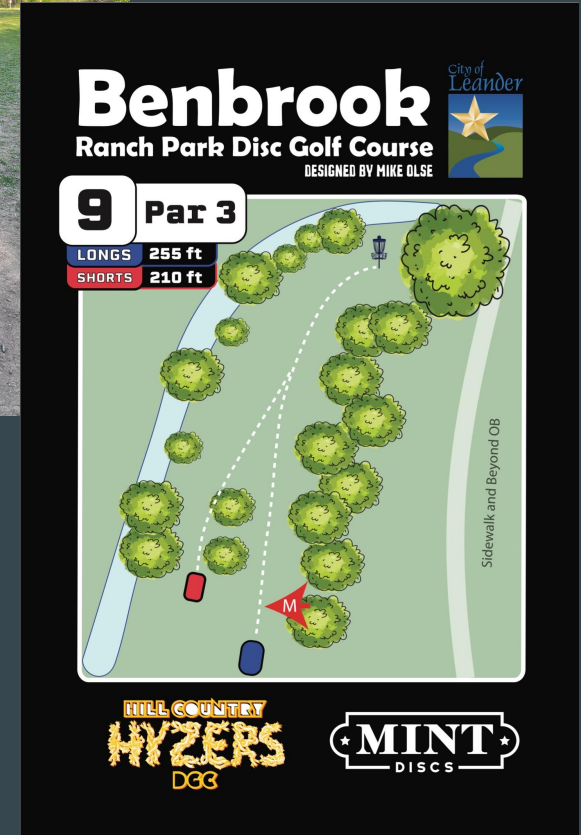
Disc Golf - A Brief Introduction

What is disc golf?

- The rules are similar to traditional golf.
- The lowest score wins.

How to play:

- Start at the teeing area (concrete pad)
- Throw a disc (not a frisbee) toward the fairway (tunnel in the woods or field)
- Players must avoid hazards (trees, water, and out of bounds areas), on their way to putting the disc into the target (a metal pole mounted in the ground with chains and a basket underneath).



Is a disc the same as a frisbee?

Disc golf is occasionally known as frisbee golf. However, discs are much different than frisbees (see examples).

- Discs are smaller in diameter, and generally shallower in height.
- Players use different types of discs for different distances and shot shapes.

Discs



Frisbees



Disc Golf's Accessibility

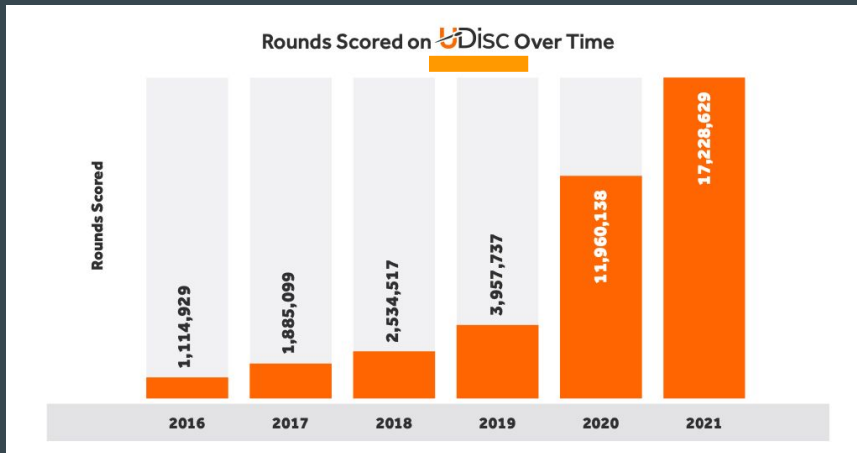
The sport of disc golf has extremely low barriers to entry, and this is one of its most-attractive features.

- Equipment is cheap. A set of starter discs costs around \$20.
- Rounds are typically free. 91% of disc golf courses are zero cost.
- You can play quickly. A 9-hole round takes about 30-45 minutes.
- The atmosphere is casual. The environment is much less-intimidating than traditional golf.

These benefits make it easier for new players to dip their toes into the sport and get hooked.



Exponential Growth of Disc Golf



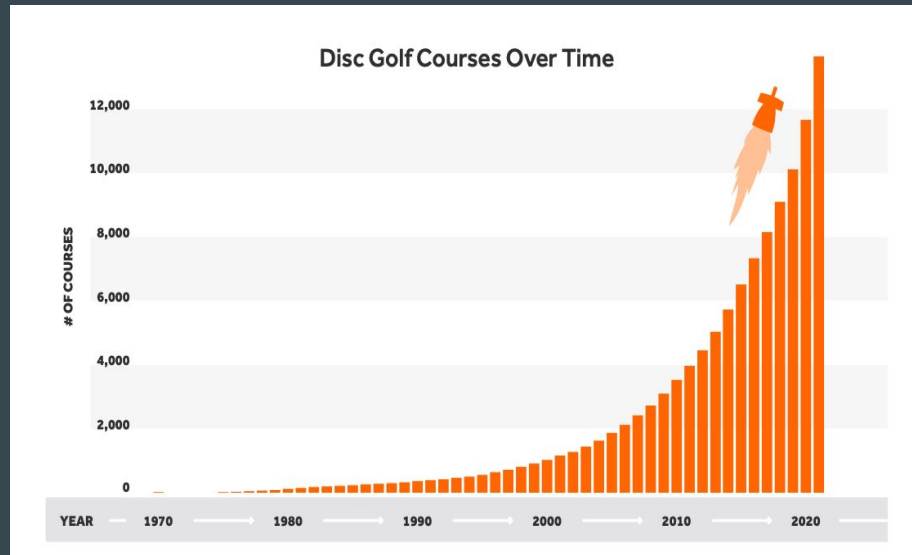
Rounds played in the USA have gone from 4 million in 2019 to 35+ million in 2021 (nearly 9x growth).

- Low environmental impact
- Ability to preserve the natural beauty within a park

USA: 35 million rounds in 2020



World: 50 million rounds in 2020



Why should we support disc golf?

Key Benefits

- **Crime-Reduction**: Players act as a natural deterrent due to more visibility
- **Quiet**: No loud noises like baseball or pickleball
- **Quick**: Players will be on each hole for 5-10 minutes, a typical round averages 1 hour and 40 minutes
- **Accessible**: Equipment is cheap and rounds are typically free
- **Low-maintenance**: Regular mowing and mulching
- **Natural Beauty**: Preserving native spaces is a key benefit of disc golf, no harmful chemicals needed
- **Park Improvement**: Creek crossings are well-designed to prevent erosion, park is maintained to a higher standard

Disc Golf Course Design - Beneficial Elements

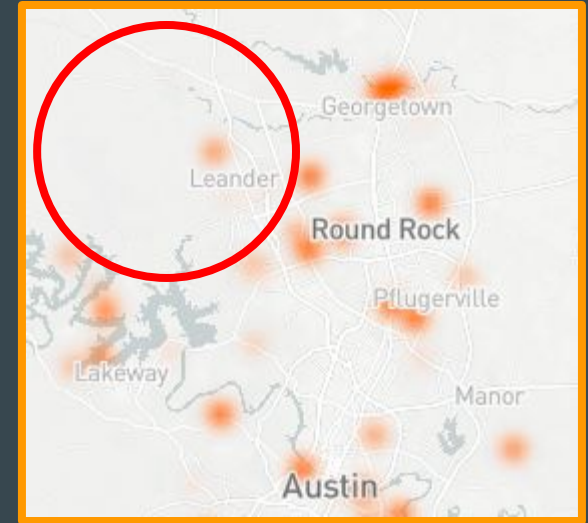
- Preserving native spaces is a key benefit of disc golf.
- Floodplain land is acceptable with proper planning.
- Routing must be away from walking paths.
- Creek crossings should be well-designed to prevent erosion.
- Concrete tee pads are essential, so the course can be used in PDGA-sanctioned tournaments.
 - Tournament Directors cannot host a PDGA-sanctioned event on a course without tee pads.
 - Sanctioned tournaments attract more players, bringing more money to the local economy.



Central Texas Disc Golf

Central Texas Disc Golf - Booming Growth

- **Georgetown & Leander** were the fastest-growing cities in the USA from 2020-2021. *
- However, this area north of Austin is a disc golf desert, compared to the rest of central Texas.
- Benbrook and Rivery are the only public 18 hole courses with concrete tee pads inside the city jurisdictions of Cedar Park, Georgetown, or Leander.
- **North Austin needs another 18-hole disc golf course with concrete tee pads, suitable for hosting large tournaments.**

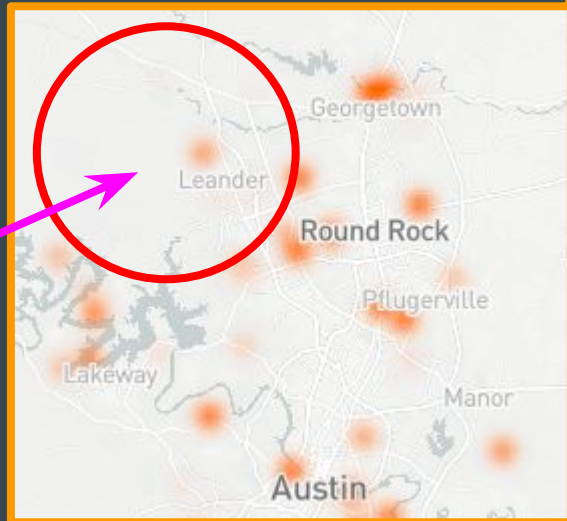


Leander Disc Golf Courses

1. Benbrook Park DGC (only 18 hole course in Leander, only public course in Leander, new concrete tee pads)
2. Jumano DGC (9 holes, **private HOA**)
3. Lake Line Ranch DGC (9 holes, **private HOA**)
4. Quarry Park (9 holes, **private HOA**)

Benbrook is the only 18 hole disc golf course in Leander / Cedar Park, and it now has concrete tee pads!

Leander now has an 18-hole disc golf course, suitable for hosting large tournaments.



Benbrook Park DGC
Leander, TX
2019 Rounds played: 132
2020 Rounds played: 662
2021 Rounds played: 2,012

Quarry Park
Leander, TX
2019 Rounds played: 0
2020 Rounds played: 0
2021 Rounds played: 211

Jumano Disc Golf Course
Leander, TX
2019 Rounds played: 0
2020 Rounds played: 0
2021 Rounds played: 415

Lake Line Ranch DGC
Leander, TX
2019 Rounds played: 9
2020 Rounds played: 93
2021 Rounds played: 150



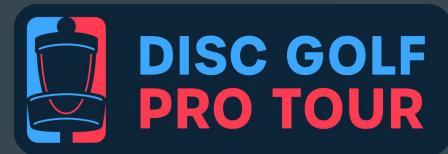
Financial Incentives for Championship-Level Courses

Our organization has a strong desire to help construct new courses and improve current courses so these venues can be utilized in PDGA-sanctioned tournaments in the coming years. Several big events will be coming to the central Texas area this season.

- The Wildflower Women's Disc Golf Tour, sponsored by Mint Discs, is utilizing numerous courses in central Texas in 2024, including Benbrook.
- The Heart of Texas Tour (HoTT) will be expanding in 2024 and looking for new venues.
- The National Amateur Disc Golf Tour (NADGT) Championship, is held annually in the Austin-area and brings around 1,300 players from several countries for a full week of festivities at more than 10 courses. Benbrook will host again in November 2024.
- The Disc Golf Pro Tour (DGPT) will be in Austin in March 2024.
- The United States Women's Disc Golf Championship (USWDGC) was awarded to MINT Discs in the north Austin area for March 2024, and Benbrook will host hundreds of competitors.



WILDFLOWER
DISC GOLF TOUR



20 Most-Popular Courses in Central Texas

This table shows the growth rate (final column) for the 20 most-popular courses in Central Texas.

Benbrook has seen the most growth of any course in central Texas over the last 4 years (19.66x)!

Course Name	Rounds - 2019	Rounds - 2020	Rounds - 2021	Rounds - 2022	19>22
Total Rounds	51,800	118,903	176,166	166,655	3.22
✱ Benbrook Park DGC	134	662	2,047	2,635	19.66
Live Oak Brewing DGC	264	927	2,814	3,772	14.29
✱ Davis Spring Park	475	2,950	3,975	4,471	9.41
Bartholomew Park DGC	257	466	1,786	1,918	7.46
Met Center	1,423	9,939	9,666	10,243	7.20
Austin Ridge Bible Church DGC	501	3,066	3,002	2,917	5.82
✱ Old Settler's Park DGC	1,413	8,021	8,057	7,891	5.58
East Metro Park	585	2,042	2,315	2,994	5.12
✱ Chapel Hill DGC	177	303	428	716	4.05
✱ Brushy Creek DGC	394	1,565	1,328	1,525	3.87
✱ Williamson County (Wilco)	2,489	7,379	8,308	8,618	3.46
✱ Northtown Park	4,204	6,397	12,069	12,823	3.05
✱ San Gabriel Park	682	2,793	2,873	2,002	2.94
✱ Cat Hollow	5,631	13,297	17,979	16,391	2.91
Zilker Park DGC	7,945	12,886	24,914	22,922	2.89
✱ Wells Branch DGC	6,018	12,352	18,774	17,087	2.84
Searight Park	5,745	7,251	15,761	15,854	2.76
Circle C Metro Park	6,502	11,657	17,723	16,968	2.61
✱ Rivery Park	2,431	6,070	7,793	6,152	2.53
Roy G. Guerrero DGC	4,530	8,880	14,554	8,756	1.93

Central Texas Disc Golf Growth

- Demand for disc golf in the region is extremely high. Austin was named the #2 disc golf destination in the USA by UDisc, the forerunner in disc golf applications.
- Most local courses surrounding the Austin area saw significant growth (3x-6x) from 2019-2022.
- Benbrook was the most underutilized course in Central Texas, with only 132 rounds logged in UDisc in 2019. The course was abandoned and relatively unplayable.
- After the club was founded and took over maintaining the course, we brought about the most dramatic transformation of any disc golf facility in central Texas over the last 4 years.
- Benbrook has seen the highest traffic increase of any course in central Texas, with 19.66x growth!
- 2,635 rounds were logged at Benbrook in UDisc in 2022. UDisc estimates 1 in 5 rounds are recorded in their app, so Benbrook saw approximately 13,175 rounds in 2022.

Benbrook 2.0

Why was Benbrook redesigned last year?

- Benbrook Ranch Park Disc Golf Course is Leander's ONLY public disc golf course. It was built in 2008. It was redesigned once to accommodate the installation of baseball fields on the north end of the park.
- The sport of disc golf has grown tremendously over the last 4 years. Rounds played in the USA have gone from 4 million in 2019 to 35+ million in 2021 (nearly 9x growth).
- Bottom Line: The course was unsafe for pedestrians and players and it was unfit to host events.
- We began an improvement project to Benbrook Ranch Park to address numerous items:
 - Assuage numerous pedestrian and player safety concerns outlined in the following slides
 - Better integrate the disc golf course with other park amenities (walking paths and baseball fields)
 - Improve course logistics and flow
 - Reroute course due to proximity to property lines
 - Develop a tournament-caliber course, capable of hosting larger events to bring revenue to LP&RD

Benbrook 2.0 Project

- This project was a public-private-partnership between a 501(c)(3) nonprofit organization (Hill Country Hyzers Disc Golf Club), a local business (MINT Discs), and the Leander Parks and Recreation Department.
- \$12,051 (67%) was raised privately to fund this project.
- Professional disc golf course designer, Mike Olse, (who carries numerous accolades) developed a new routing for the course. Mike reimagined the Benbrook space and he has worked in tandem with the Parks & Recreation Department to trim trees, prevent and remediate erosion, and preserve the local ecosystem.
- Natural grow zones were implemented to increase pedestrian safety, improve biodiversity, reduce mowing costs, and reduce water runoff. More than 6 acres of native habitat have been restored.
- Creek crossings and erosion control measures were implemented to protect the integrity of the watershed and improve player safety.
- Trees will be planted to increase pedestrian safety and beautify the park.

Benbrook - Time & Money Invested by HCHDGC

Hyzers' Monetary & Volunteer Donations

Machine Time and Labor Volunteered	\$8,500
Volunteer hours before April 2022 = 500+ hours x \$15 / hour	\$7,500
HCHDGC Benbrook course donation	\$7,001
Volunteers from April 2022 - June 2023 = 114 volunteers x ~5 hours x \$15 / hour	\$8,550
Volunteers from July 2023 - August 2023 = 16 volunteers x ~5 hours x \$15 / hour	\$1,200
HCHDGC Benbrook basket donation	\$5,050
Volunteers from Sept. 2023 - Dec. 2023 = 18 volunteers x ~5 hours x \$15 / hour	\$1,350
<u>Total Monetary Value Donated:</u>	<u>\$39,151</u>

Benbrook Disc Golf Course - Play Count Statistics

<u>Benbrook 1.0</u>	
<u>Year</u>	<u>Play Count</u>
2013	1
2014	22
2015	93
2016	100
2017	109
2018	121
2019	134
2020	662
2021	2,047
2022	2,649
2023	1,299
<u>Average</u>	<u>658</u>
<u>Sum</u>	<u>7,237</u>

	<u>Benbrook 1.0</u>	
<u>Year</u>	<u>Month</u>	<u>Play Count</u>
2022	12	275
2023	1	306
2023	2	187
2023	3	324
2023	4	345
	<u>Average</u>	<u>287.4</u>
	<u>Sum</u>	<u>1,437</u>

	<u>Benbrook 2.0</u>	
<u>Year</u>	<u>Month</u>	<u>Play Count</u>
2023	7	748
2023	8	456
2023	9	631
2023	10	595
2023	11	638
	<u>Average</u>	<u>613.6</u>
	<u>Sum</u>	<u>3,068</u>

- In the final 5 months the 1.0 layout was active, the course saw its highest play counts.
- The average monthly play count of the 1.0 layout during this period was 287.4
- The first month the 2.0 layout was open it saw 748 plays, more than 2 times the HIGHEST previous play count from the 1.0 layout
- Benbrook 1.0 saw 7,237 plays in 10 YEARS on UDisc.
- Benbrook 2.0 has seen 3,068 players in 5 MONTHS on UDisc.
- In the 10 years the 1.0 layout was open, it averaged 658 plays per YEAR.
- In the 5 months since the 2.0 layout has been open, it has averaged 613 plays per MONTH.

Appendix

Benbrook Flyover



<https://www.youtube.com/watch?v=u-xsfhlyjoU>

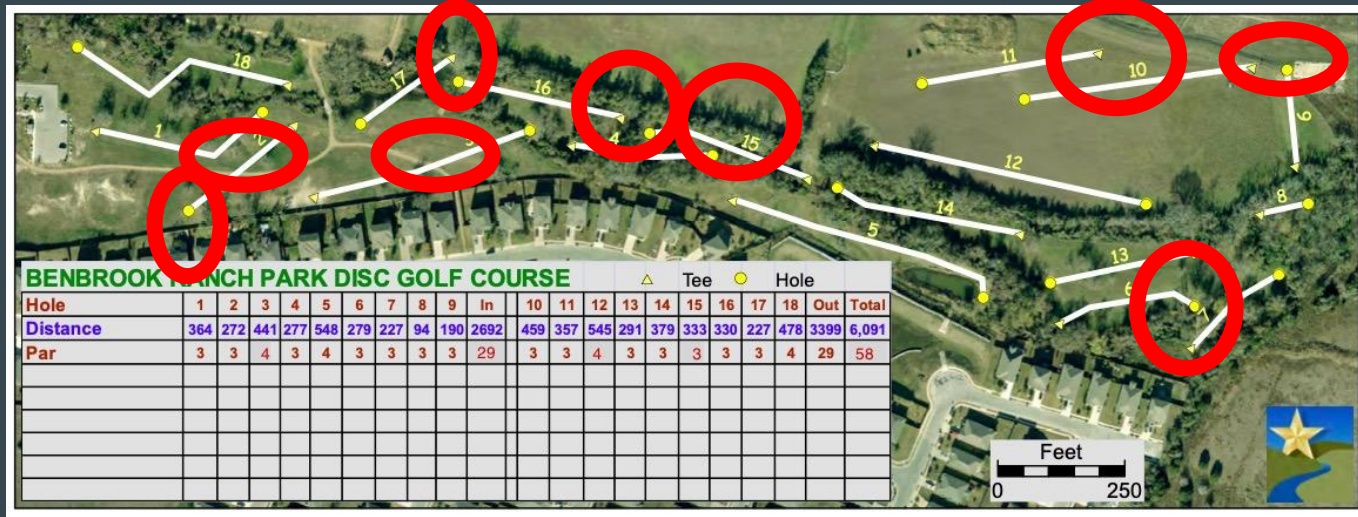
(Significant work has been completed since the video was filmed.)

Safety Concerns with the Original Layout

- **Holes 2 and 3** were in close proximity to homes adjacent to the park. These holes required shots that crossed property lines.
- **Holes 4 and 15** are parallel and play in opposite directions with no barriers in between. Therefore, players are in danger of flying discs.
- After teeing off on **hole 7**, players must walk by the basket of **hole 6** to move to the fairway of **hole 7** and they are at risk of incoming tee shots from **hole 6**.
- The tee for **hole 11** is in a common landing zone for drives coming from **hole 10**.
- The baskets of **hole 9** and tee pad of **hole 10**, the basket of **hole 15** and tee pad of **hole 16**, and the basket of **hole 16** and tee pad of **hole 17** are too close to each other.
- **Holes 2, 3, and 9** cross walking paths. This is a course design flaw.



Benbrook 1.0 - Growing Pains



- Many of these items were not major issues when the course was underutilized (fewer than one round per day).
- However, popular events are held twice each week, and the course was significantly more busy (approximately 27.4 rounds per day).
- Someone was very likely to be injured if the congested layout remained unchanged.

Hill Country Hyzers Disc Golf Club

**Accomplishments with the
original Benbrook 1.0 layout**

Why has Benbrook Ranch Park seen such dramatic growth?

- The Hill Country Hyzers Disc Golf Club (HCHDGC) was formed in 2020.
- The organization was intentional about creating a dramatic transformation of Benbrook 1.0, in partnership with the Leander Parks & Recreation Department.
- Club members spent thousands of hours manicuring the previous course to bring it to its highest potential.
- Parks & Recreation employees were able to maintain the course using original mowing lines once the low-hanging branches and underbrush were removed.

Please refer to the following before & after photos to see the incredible work the Hyzers AND Leander Parks & Recreation employees performed on the original layout.



Hole 1

This hole was a poor first impression. The high grass and low-hanging trees were quite intimidating.

Now the park is much more visually-appealing.



Hole 2

Trees were pruned and fairways were brought back to the original layout.

Notice the heavy wear in the teeing area, due to increased traffic. Concrete tee pads are needed.





Hole 7



This hole was completely unplayable due to overgrowth. This is the Hill Country Hyzers' crowning achievement. We carved a large gap in the foliage. Hole 7 is now playable, as it was originally designed.



Hole 8

Significant overgrowth was trimmed back to display a unique short par 3.

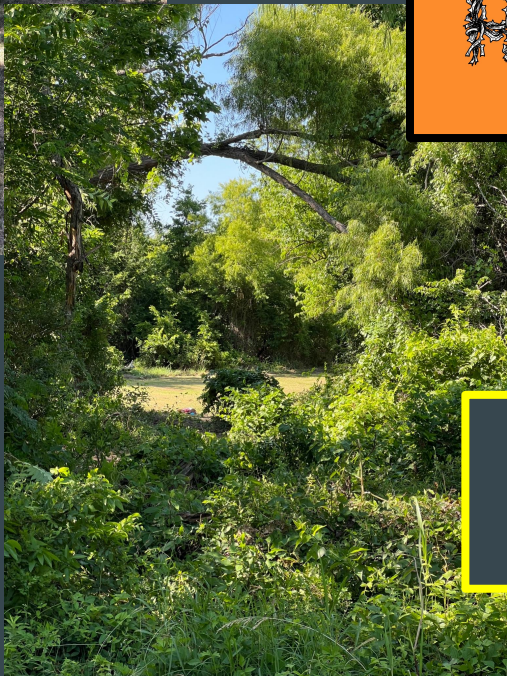
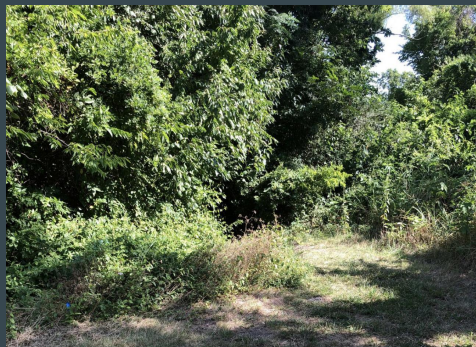




Hole 17

This hole was nearly un navigable, and now it is a scenic pond oasis.





THANK
YOU!



Sources

- <https://www.kvue.com/article/money/economy/boomtown-2040/leander-growing-austin-booming/269-0a5edf69-3068-4b42-ac6e-c5aa59f5b743>
- <https://www.kxan.com/news/local/williamson-county/georgetown-leander-are-the-fastest-growing-cities-in-the-nation/>
- <https://udisc.com/disc-golf-growth-report>
- <https://udisc.com/disc-golf-growth-report/2022>
- <https://udisc.com/disc-golf-growth-report/2021>

MEMORANDUM OF UNDERSTANDING

between the
Hill Country Hyzers Disc Golf Club
and
City of Leander

This Memorandum of Understanding (“MOU”) is made and entered into by and between the Hill Country Hyzers Disc Golf Club, a nonprofit community-based group exempt under section 501c3 of the federal tax code (hereinafter referred to as “Hyzers”), and City of Leander, a municipal corporation located in Leander, Texas, (hereinafter referred to as “City”).

WHEREAS:

1. The City, by and through its City Council, has deemed it in the best interest and good will for the citizens of Leander to maintain and improve the City-owned Benbrook Ranch Park and Disc Golf Course (“Course”); and
2. The Hyzers desire to promote disc golf as a viable recreational and competitive sport in the Central Texas area; and
3. The City has need for assistance in funding, coordinating, and implementing Course improvements; and
4. The Hyzers desire to assist the City with Course improvements while allowing the City to retain responsibility and final authority on improvement activities.

NOW, THEREFORE, in consideration of the mutual benefits to each party hereto, the parties agree as follows:

1. The Hyzers agree to submit a calendar of planned activities, including leagues and tournaments, to the City at the beginning of each calendar year. If City planned activities conflict with Hyzers planned activities, City activities will take priority.
2. The Hyzers agree to abide by City permit, license, and insurance requirements for activities hosted at the Course, as applicable, and will not delegate event host responsibilities to a third party.
3. The Hyzers agree to inform participants associated with activities hosted at the Course of City park rules and will assist the City in encouraging compliance.
4. The Hyzers agree to collect funds associated with activities hosted at the Course to be used for Course improvements. Funds will be transferred to the City in the form of an annual check payment. Discussion of the use of funds will be a joint discussion between the City and Hyzers.
5. The City agrees to maintain Course facilities at mutually agreed standards during Hyzers planned activities, as well as monitor course conditions and address concerns in a timely manner, so as to facilitate an optimal play environment.

6. The City agrees to allow Hyzers to promote the Course in marketing and advertising of Hyzers planned activities. However, Hyzers must seek pre-approval from the City to display temporary signage on Course grounds, and sign uses and contents must not conflict with other City rules and regulations.
7. Terms of this MOU are governed by the laws of the state of Texas and Benbrook Ranch Park and Disc Golf Course is located in Williamson County, Texas. This is the entire agreement and there is no other agreement.
8. This MOU is for the term of five (5) years from the date signed by the parties, unless terminated earlier. The MOU may be renewed for an additional five (5) years upon agreement of the parties.
9. This MOU may be terminated by either party upon thirty (30) days' written notice.
10. This MOU may be revised or modified at any time by mutual written agreement of the parties hereto.

THE UNDERSIGNED accept and agree to implement the responsibilities detailed in this Memorandum of Understanding. In witness whereof, the parties, hereto, have executed this agreement:

CITY OF LEANDER, TEXAS
(THE CITY)

HILL COUNTRY HYZERS
DISC GOLF CLUB (HYZERS)

By: _____
Isaac D. Turner, Interim City Manager

By: Alexander Erwin
Alexander Erwin, President

Date: _____

Date: 8 January, 2024

Attest:

Attest:

Dara Crabtree, City Secretary

Witness

Date: _____

Date: _____

MEMORANDUM OF UNDERSTANDING
JOINT PROPERTY ENHANCEMENT PROJECT BY
CITY OF LEANDER PARKS AND RECREATION
AND
HILL COUNTRY HYZERS DISC GOLF CLUB

To: Mark Tummons, Parks and Recreation Director, City of Leander
Christopher Albert, Hill Country Hyzers Board Member
Alexander 'Xan' Erwin, Hill Country Hyzers Board Member
Mike Olse, Olse Disc Golf Design

From: Kelsey Heiden, Assistant Parks and Recreation Director, City of Leander

Date: September 2, 2022

Subject: Joint property enhancement project at Benbrook Ranch Park Disc Golf Course

INTRODUCTION:

The Hill Country Hyzers Disc Golf Club ("HCH"), and the City of Leander Parks and Recreation Department ("LPARD"), agree to work cooperatively on the Benbrook Ranch Park Disc Golf Course Redesign ("PROJECT"), in the manner specified below in this Memorandum of Understanding ("MOU"):

\$10,000 will be awarded to Olse Design (Mike Olse) in a partnership between: Leander Parks and Recreation (LPARD), Hill Country Hyzers Disc Golf Club (HCH), and Mint Discs (MINT). The project will include a design document outlining the proposed tee and basket locations for each hole. Additionally, Mike Olse will work with LPARD and the HCH during implementation of new holes, moving dirt, trimming trees, and for basket and tee placement.

It is understood by all parties herein that this MOU is not intended to be a legally binding agreement and that it is solely for the purpose of stipulating, outlining and facilitating proposed steps necessary for institution of the PROJECT.

HCH AGREES TO THE FOLLOWING:

1. Fund \$4,501 towards the Benbrook Ranch Park Disc Golf Course redesign master plan, as designed by Olse Disc Golf Design.
2. Work with Mint Discs to fundraise for the PROJECT, collecting and funding an additional \$2,500 towards the Benbrook Ranch Park Disc Golf Course redesign master plan, as designed by Olse Disc Golf Design.
3. Utilize HCH members to assist in clearing of the PROJECT.
4. Utilize HCH members to assist in implementation of the PROJECT.

LPARD COOPERATION FOR THE FOLLOWING:

5. Identify proposed space on CITY property, as determined by CITY, to accommodate the PROJECT.
6. Fund \$2,999 towards the Benbrook Ranch Park Disc Golf Course redesign master plan, as designed by Olse Disc Golf Design.
7. Purchase of new sleeves for baskets as determined by the PROJECT design.
8. Utilize Parks and Recreation Maintenance and Operations team members to assist in clearing and implementation of the PROJECT.

9. Utilize Parks and Recreation Maintenance and Operations team members to correct current and planning for future erosion control concerns as determined by the PROJECT plan.
10. Installation of drainage culverts at creek crossings.
11. Utilize community volunteers, as determined by CITY, with HCH to help maintain the PROJECT.
12. Installation of concrete tee pads at existing and new tee locations, as determined by the PROJECT design.
13. Relocation of baskets, as determined by the PROJECT design.

HCH AND LPARD AGREE TO THE FOLLOWING:

1. Work together to develop, for the benefit of the community, programs to further expand the PROJECT.

TERM:

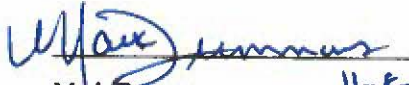
The term for the MOU is through the completion of the design and implementation of the PROJECT, not to exceed one year.

AMENDMENT OR TERMINATION:

This MOU will become effective on the date of the last signature written below (the "Effective Date") and will remain in force thereafter, until the project is completed, unless and until terminated as specified herein. CITY or HCH may terminate at any time, with or without notice, If HCH or CITY desires to terminate this MOU, a written notice is requested to be given to parties no less than 10 calendar days prior to the desired date of termination.

City of Leander Parks and Recreation	Kelsey Heiden	kheiden@leandertx.gov
Hill Country Hyzers Disc Golf Club	Alexander 'Xan' Erwin	xan.erwin@yahoo.com
Hill Country Hyzers Disc Golf Club	Christopher Albert	Christopher.Albert00@gmail.com
Olse Disc Golf Design	Mike Olse	mikeolsediscgolfdesign@mail.com

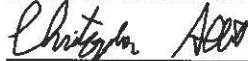
CITY OF LEANDER, TEXAS



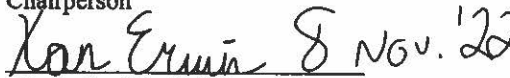
Mark Tummons
Parks and Recreation Director

11-8-22

HILL COUNTRY HYZERS DISC GOLF CLUB

 04 Nov 22

Christopher Albert
Chairperson

 8 Nov. '22

Alexander 'Xan' Erwin
Secretary

MIKE OLSE DISC GOLF DESIGN

 11/4/22

Mike Olse
Owner, Disc Golf Design



EXECUTIVE SUMMARY
1/18/2024

AGENDA SUBJECT:

Discuss and consider action on a two (2)- year appointment to the Central Texas Clean Air Coalition of the Capital Area Council of Governments.

BACKGROUND:

The Central Texas Clean Air Coalition (CAC) is a voluntary, unincorporated association that first became affiliated with the Capital Area Council of Governments (CAPCOG) in 2002. The CAC meets quarterly to:

- Facilitate the development, adoption, and implementation of clean air plans to maintain compliance with the federal eight-hour ozone standard for Bastrop, Caldwell, Hays, Travis, and Williamson counties;
- Establish and monitor a regional effort toward the improvement of air quality;
- Develop policies and strategies that will provide guidance for each of its independent governing bodies about actions that will achieve clean air in Central Texas;
- Work cooperatively to achieve clean air standards that will protect public health and yet allow local governments the flexibility to select measures best suited to each community's needs and resources; and
- Provide CAPCOG Executive Committee with recommendations for administering funding provided by local sources for the purpose of supporting the regional air quality plan or program implementation, assessment and improvement activities in Central Texas.

According to CAC bylaws, each general member's governing body appoints one (1) elected official to serve on the Coalition. If within one (1) calendar year a representative misses (and does not send a proxy to) two (2) consecutive meetings, the member's governing body will be notified in writing and have the option of replacing the member, if appropriate.

On July 15, 2021, Mayor Pro Tem Mattke Longoria was appointed to serve on the CAPCOG Clean Air Coalition. Her term expired December 31, 2023. She desires to be reappointed.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Fiscal Impact

Attachments:

1. CAC_Bylaws_Revised_2019-05-08

Central Texas Clean Air Coalition of the Capital Area Council of Governments

Article I – Name, Purpose, Responsibilities

The Central Texas Clean Air Coalition, herein after known as the “CLEAN AIR COALITION”, is a voluntary, unincorporated association which became linked with the Capital Area Council of Governments (CAPCOG) by a resolution that was adopted November 13, 2002.

The purpose of the CLEAN AIR COALITION is:

- To develop, adopt and implement a clean air plan to achieve and maintain compliance with federal air quality standards in Bastrop, Caldwell, Hays, Travis and Williamson Counties;
- To establish and monitor a regional effort toward the improvement of air quality;
- To develop policies and strategies that will provide guidance for each of its independent governing bodies about actions that will achieve clean air in Central Texas;
- To work cooperatively to achieve clean air standards that will protect public health and yet allow local governments and other organizations the flexibility to select measures best-suited to their needs and resources; and
- To provide the CAPCOG Executive Committee with recommendations for administering funding provided by local sources for the purpose of supporting the regional air quality plan or program implementation, assessment, and improvement activities in Central Texas.

Article II – Membership

Members

CLEAN AIR COALITION members are organizations that support the regional effort toward improvement of air quality in the Metropolitan Statistical Area (MSA) for the Austin Urbanized Area, as defined by the Office of Management and Budget (OMB).

Membership Categories

There are two categories of membership for the CLEAN AIR COALITION: general members and supporting members.

General members shall be local governments or Independent School Districts (ISDs) within the MSA for the Austin Urbanized Area. The governing boards of general members must ratify the current clean air plan and commit to implementing selected emission reduction measures.

Supporting members shall act within their individual organizations to support the purpose of the CLEAN AIR COALITION and report their actions to the CLEAN AIR COALITION or CAPCOG liaison upon request.

CLEAN AIR COALITION OF THE CAPITAL AREA COUNCIL OF GOVERNMENTS BYLAWS

Supporting members are not required to appoint a representative to the CLEAN AIR COALITION meetings and are not allowed to vote.

While organizations other than local governments or school districts in the MSA may be supporting members, only local governments or ISDs in the MSA may participate in the CLEAN AIR COALITION as general members.

Changes in Membership Categories

Members may change their membership category if they meet eligibility requirements and are endorsed by a majority vote of the CLEAN AIR COALITION.

Representatives

Representatives to the CLEAN AIR COALITION will include elected officials appointed by governing bodies of the general members of the CLEAN AIR COALITION. Each general member's governing body appoints by resolution one elected official to serve on the Coalition and shall provide written notification to the CAPCOG staff liaison.

Terms

1. The term of appointment for a representative shall begin on the date of appointment by the representative's governing body, and will terminate December 31st in odd numbered years.
2. There is no limit to the number of times that a representative may be re-appointed. In the case of a vacancy, the CAPCOG staff liaison shall notify the representative's governing body and that body shall appoint a replacement

Vacancy

A vacancy occurs when:

1. A representative dies;
2. A representative's term expires and the representative is not reappointed;
3. A representative is no longer an elected official;
4. A representative resigns in writing to the Committee Chair with notification to the CAPCOG liaison; or
5. A representative is removed.

Attendance

1. Representatives are expected to attend all meetings; attendance records will be maintained.
2. If within one calendar year a representative misses (and does not send a proxy) two (2) consecutive meetings the member's governing body will be notified in writing. The representative's governing body will have the option of replacing the member, if appropriate.
3. A representative may designate a proxy to attend regular and special meetings in that representative's place. The proxy's attendance will be credited for the representative's annual

CLEAN AIR COALITION OF THE CAPITAL AREA COUNCIL OF GOVERNMENTS BYLAWS

attendance but will not be counted toward the quorum. The designated proxy will not be eligible to vote, but may participate in discussion as needed to communicate the support, concerns, or questions of the organization being represented.

4. If a representative is unable to attend a scheduled meeting, notification must be made to the CAPCOG Committee liaison at least two business days prior to the meeting for an absence to be excused.

New Members

CLEAN AIR COALITION membership may be expanded by majority vote of the CLEAN AIR COALITION. If a new member is eligible for more than one membership category, it may choose the membership category under which it wishes to participate.

Article III - Officers

Election

Election of a Chair and up to two (2) Vice-Chairs will occur at the first meeting of the calendar year, with the following representation:

- At least one (1) officer from a local governing bodies in Travis County;
- At least one (1) officer from a local governing body in either Williamson or Hays Counties; and
- Up to one (1) additional officer from a local governing body in any of the MSA counties.

If a city or ISD crosses county boundaries, it will be considered located in the county where the largest number of its residents reside.

Terms

1. Officers serve one-year terms.
2. Officers may serve a maximum of two (2) consecutive terms.
3. An officer may serve one-half of an unexpired term or less without it counting as a full term for the purposes of calculating term limits.

Vacancy

In the event an Officer is unable to fulfill his/her term, the CLEAN AIR COALITION may elect a replacement at the next regular meeting to serve the remainder of the term.

Duties

1. The Chair shall preside at all meetings of the CLEAN AIR COALITION.
2. Vice-Chairs shall perform all the duties of the Chair in the case of absence or disability and such other duties as may arise, from time to time, when required or requested by the CLEAN AIR COALITION.
3. In case the Chair and Vice-Chairs are absent or unable to perform their duties, the CLEAN AIR COALITION may appoint a Chair pro tem.

Other Officers

CLEAN AIR COALITION OF THE CAPITAL AREA COUNCIL OF GOVERNMENTS BYLAWS

The CLEAN AIR COALITION may elect other Officers from time to time to carry out its responsibilities. This may be done by a simple majority vote of the CLEAN AIR COALITION members at any regularly scheduled meeting where a quorum is present.

Article IV - Meetings

Regular Meetings

1. The CLEAN AIR COALITION shall meet on a day, time and place specified by the Chair of the CLEAN AIR COALITION.
2. Written notice, including an agenda, of each regular meeting shall be prepared by the CAPCOG liaison and mailed, or electronically transmitted, or hand-delivered to each CLEAN AIR COALITION representative at least five (5) business days before the meeting date.
3. The Chair has the discretion to allow meetings to be conducted via teleconference or video conference.

Special Meetings

1. The CLEAN AIR COALITION shall meet specially, if called by the CLEAN AIR COALITION Chair or requested in writing by at least one-third of the representatives, excluding vacancies.
2. A request by the membership for a special meeting must be in writing, addressed to the Chair, and describing the purpose or purposes of the meeting. Only business reasonably related to the purpose or purposes described in the request may be conducted at a special meeting.
3. Notice of any special meeting shall be given at least 72 hours prior to the special meeting.

Quorum and Action

1. Appointed representatives from jurisdictions located in three Counties constitute a quorum for conducting CLEAN AIR COALITION business.
2. A majority vote of the appointed representatives present at an established quorum meeting is necessary for action by the CLEAN AIR COALITION for the entire meeting.

Open Meetings and Records

1. All meetings of the CLEAN AIR COALITION shall be open to the public. It is the intention of the CLEAN AIR COALITION that meetings be open to the public.
2. Minutes or meeting notes of the CLEAN AIR COALITION meetings, documents distributed and other records are the property of CAPCOG and will be maintained in accordance with CAPCOG's Records Retention Schedule. These materials are available for public view, at the CAPCOG offices, upon receipt of a written request by the interested party.
3. Except where these bylaws require otherwise, *Robert's Rules of Order* shall govern the conduct of CLEAN AIR COALITION meetings.

Professional Conduct

CLEAN AIR COALITION representatives should maintain objectivity and professionalism when carrying out business of the CLEAN AIR COALITION. Committee members will not discriminate based on race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or age. In the event that a Committee member acts in a manner which brings the work of the Committee into question or

controversy, it shall be the responsibility of the CAPCOG Executive Director to address the incident and if appropriate, to recommend removal from the committee.

Sub-Committees:

The CLEAN AIR COALITION may create ad hoc committees or technical sub-committees as deemed appropriate.

Article V – Amendments by the Clean Air Coalition

Authority of the CLEAN AIR COALITION

CLEAN AIR COALITION may amend these bylaws at a regular or specially called meeting. The written text of a proposed amendment must be included with the notice of the meeting at which the amendment will be considered.

Effective Date

An Amendment to the bylaws takes effect when approved by the CLEAN AIR COALITION unless the amendment specifies a later effective date. Copies of amended bylaws will be distributed to CLEAN AIR COALITION representatives by the CAPCOG liaison.

Bylaws History

Adopted January 9, 2002

Amended October 15, 2003

Amended June 26, 2009

Amended May 8, 2013

Amended February 10, 2016

Amended May 8, 2019