



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, February 15, 2024
Briefing Workshop at 6:00 PM
Regular Meeting at 7:00 PM



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

BRIEFING WORKSHOP - CONVENE AT 6:00 PM

1. Open Meeting.
2. Roll Call.
3. Brushy Creek Regional Utility Authority pipeline replacement project and water conservation plan update.

REGULAR MEETING – CONVENE AT 7:00 PM

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

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

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

7. Proclamations/Recognitions/Visitors
 - American Heart Month (February)

8. Leander History
9. Receive presentation from Don Tracy regarding Central Texas Learning Festival.
10. Update on grant writing services.

CONSENT AGENDA: ACTION

11. Approval of the minutes for Strategic Planning Session held on January 26, 2024 and regular meeting held on February 1, 2024.

12. Approval of an Ordinance ordering and establishing procedures for the 2024 General Election in the City of Leander to elect Mayor and Councilmembers for the offices held by Place 2, Place 4 and Place 6; providing for notice of the election; providing election precinct and polling places; providing for early voting; providing an effective date and open meetings clause; providing for the Interim City Manager to execute any and all necessary documents; and providing for related materials.

Aprobacion de una ordenanza para ordenar y establecer procedimientos para la eleccion general de 2024 en la ciudad de Leander para elegir a los miembros del consejo para las oficinas celebradas por el Alcalde, el Lugar 2, el Lugar 4 y el Lugar 6, proporcionando la noticia de la eleccion, porporcionando precinto electoral y lugar de votacion; proveyendo para el voto temprano, proporcionando una fecha de vigencia y clausula de reuniones abiertos, proporcionando al Gerente de la Ciudad para ejecutar cualquiera y todos los documentos necesarios; y proporcionando materiales relacionados.

13. Approval of an Ordinance ordering and establishing procedures for the 2024 Special Election in the City of Leander submitting to the voters the question of whether the Fire Fighters' and Police Officers' Civil Service Law should be adopted for the Leander Fire Department; providing for notice of the election; providing election precinct and polling places; providing for early voting; providing an effective date and open meetings clause; providing for the Interim City Manager to execute any and all necessary documents; and providing for related materials.

Aprobación de una Ordenanza que ordena y establece procedimientos para las Elecciones Especiales de 2024 en la Ciudad de Leander sometiendo a los votantes la cuestión de si se debe adoptar la Ley de Servicio Civil de Bomberos y Oficiales de Policía para el Departamento de Bomberos de Leander; prever notificación de la elección; proporcionar distritos electorales y lugares de votación; prever la votación anticipada; proporcionar una fecha de entrada en vigor y una cláusula de reuniones abiertas; disponer que el Administrador Municipal Interino ejecute todos y cada uno de los documentos necesarios; y provisión de materiales relacionados.

14. Approval of an Ordinance ordering and establishing procedures for the 2024 Special Election in the City of Leander submitting to the voters the question of whether the Fire and Police Employee Relations Act should be adopted for the Leander Fire Department; providing for notice of the election; providing election precinct and polling places; providing for early voting; providing an effective date and open meetings clause; providing for the Interim City Manager to execute any and all necessary documents; and providing for related materials.

Aprobación de una Ordenanza que ordena y establece procedimientos para las Elecciones Especiales de 2024 en la Ciudad de Leander, presentando a los votantes la cuestión de si la Ley de Relaciones con los Empleados de la Policía y los Bomberos debe adoptarse para el Departamento de Bomberos de Leander; prever notificación de la elección; proporcionar distritos electorales y lugares de votación; prever la votación anticipada; proporcionar una fecha de entrada en vigor y una cláusula de reuniones abiertas; disponer que el Administrador Municipal Interino ejecute todos y cada uno de los documentos necesarios; y provisión de materiales relacionados.

15. Approval of a Memorandum of Understanding Number 1 for the Northline Development; and authorize the Interim City Manager to execute any and all necessary documents.
16. Approval of purchase of library materials from Brodart Company utilizing Texas Smart Buy Contract 715-M2 in the amount of \$102,000.00 for the term of the Smart Buy contract expiring October 31, 2024; and authorize the Interim City Manager to execute any and all necessary documents.
17. Approval of Purchasing Agreement L00327 between the City of Leander, Texas, and the Brandt Companies, LLC for the purchase of mechanical, electrical, and plumbing maintenance, replacement, and repair services through Choice Partners Contract 22/049MF-15 in an amount not to exceed

\$311,000.00 for the term of the contract expiring September 20, 2026; providing for an effective date; and authorize the Interim City Manager to execute any and all necessary documents.

18. Approval of Purchasing Agreement L00328 between the City of Leander, Texas, and Axon Enterprise, Inc. for the purchase of body cameras and associated services for the Fire Department through BuyBoard Contract 648-21 in the amount of \$59,472.80 for the term of contract expiring February 14, 2029; providing for an effective date; and authorize the Interim City Manager to execute any and all necessary documents.
19. Award of Solicitation CIPS23-019 for Master Professional Services Agreements relating to pre-qualified professional services pool on an as-needed basis, for a term of three (3) years; and authorize the Interim City Manager to execute any and all necessary documents.
20. Acceptance of public improvements for Haven at San Gabriel.
21. Approval of Work Order No. 5 with Pavement Restoration, Inc. utilizing Solicitation S20-023 agreement for asphalt rejuvenating agent application to asphalt concrete roadways in the amount of \$59,947.20; and authorize the Interim City Manager to execute any and all necessary documents.
22. Approval of the extension of the application expiration for Subdivision Case PICP-22-0007 Leander Collective Construction Plan; more particularly described by Williamson Central Appraisal District Parcels R036215, R036216, R036218, R036219, R036220, R036221, R619681, and R619682; and located to the west of the intersection of Collective Way and US 183 S; Leander, Williamson County, Texas.
23. Approval of the extension of the application expiration for Subdivision Case FP-22-0012 Bar W Ranch West Phase 10 Final Plat; more particularly described by Williamson Central Appraisal District Parcels R532728, R544612, R544611, R573683, R539738, and R539735, generally located northwest of Bar W Ranch Boulevard and Gold Dust Trail, Leander, Williamson County, Texas.
24. Approval of the extension of the application expiration for Subdivision Case SFP-22-0013 Replat Lot 1 Block A, Journey Bible Fellowship Short-Form Final Plat; more particularly described by Williamson Central Appraisal District Parcel R559264, generally located north of Journey Parkway, approximately 300 feet east of Bull Nettle Drive, Leander, Williamson County, Texas.
25. Approval of a Resolution of the City of Leander, Texas accepting the petition for the Travisso Voluntary Annexation Case A-23-0010 regarding the voluntary annexation of 8.04 acres $\pm$ in size, more particularly described by Travis Central Appraisal District Parcels 459396, 459397, 459398, 467190, 467189, and 467188; and generally located approximately 1,200 feet to the north of the intersection of Buck Run and RM 1431 on the east of Buck Run, Leander, Travis County, Texas.

PUBLIC HEARING: ACTION

26. Conduct a Public Hearing regarding Zoning Case Z-23-0082 to amend the current zoning of SFR-2-B (Single-Family Rural) and LC-2-B (Local Commercial) to Oakmont PUD (Planned Unit Development) with the base zoning districts of SFS-2-A (Single-Family Suburban), LC-2-A (Local Commercial) and GC-3-A (General Commercial) on six (6) parcels of land approximately 50.31 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R473796, R324593, R324592, R412990, R594957, and R594958; and to the east of the intersection of CR 274 and Ronald W. Reagan Boulevard, Leander, Williamson County, Texas. *[Postponed by Applicant]*

REGULAR AGENDA

27. Discuss and consider action on the Second Reading of an Ordinance 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) and Development Agreement Case DA-23-0015 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.

28. Discuss and consider action regarding Ordinance Case OR-24-0013 to amend the Noise Ordinance to adopt updates to the ordinance, and to provide for related matters; Williamson and Travis Counties, Texas.
29. Discuss and consider action on a Resolution directing publication of Notice of Public Hearing and Intention to Issue Combination Tax and Revenue Certificates of Obligation for water and wastewater utility improvements.
30. Discuss and consider action on Resolution directing publication of Notice of Public Hearing and Intention to Issue Combination Tax and Revenue Certificates of Obligation (transportation-related improvements).
31. Discuss and consider action on a Resolution directing publication of Notice of Public Hearing and Intention to Issue Combination Tax and Revenue Certificates of Obligation for Refunding Combination Tax and Revenue Certificates of Obligation, Series 2015.
32. Discuss and consider action on accepting the Strategic Planning Session final report held on January 26, 2024 and adopting Council Core Values.
33. 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.]*
34. Council Member Closing Statements.
35. Convene into Executive Session pursuant to:
 1. Section 551.071, Texas Government Code, and Rule 1.05, Texas Disciplinary Rules of Professional Conduct, to consult with legal counsel regarding 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
 2. 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
 3. Section 551.071, Texas Government Code, and Section 1305, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding Public Utilities Commission Docket No. 53063, petition by outside city ratepayers appealing the water rates established by the City of Leander, Texas; and
 4. Section 551.071 and 551.087, Texas Government Code, Section 1.05, Texas Disciplinary Rules of Professional Conduct, deliberate proposed economic development incentives for one or more business prospects that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body is conducting economic development negotiations regarding Project EDA-24-001 and Leander Springs; and
 5. Section 551.071, Texas Government Code, and Rule 1.05, Texas Disciplinary Rules of Professional Conduct, to consult with legal counsel regarding Northline PUD Development Agreement and Reimbursements; and
 6. 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
 7. Section 551.074, Texas Government Code to discuss Interim City Manager assignments and duties.

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

1. City of Leander and DeNucci Constructors - Northline - Phase 1 and related performance and maintenance bonds; and
2. Lakewood Park Project; and
3. Public Utilities Commission Docket No. 53063, petition by outside city ratepayers; and
4. Project EDA-24-001 and Leander Springs; and
5. Northline PUD Development Agreement and Reimbursements; and
6. City Manager search; and
7. Interim City Manager assignments and duties.

36. Adjournment

CERTIFICATION

This meeting will be conducted pursuant to the Texas Government Code Section 55 1.001 et seq. At any time during the meeting the Council reserves the right to adjourn into Executive Session on any of the above posted agenda for which state law authorizes Executive Session to be held, including but not limited to Sections 55 1.071 [litigation and certain Consultation with attorney], 551.072 [acquisition of interest in real property], 55 1.073 [prospective gift to city], 55 1.074 [certain personnel deliberations], 551.076 [deployment/implementation of security personnel or devices], or 551.087 [Deliberations regarding Economic Development Negotiations]. The City of Leander is committed to compliance with the American with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request. Please call the City Secretary at (512) 528-2743 for information. Hearing impaired or speech disabled persons equipped with telecommunication devices for the deaf may call (512) 528-2800. I certify that the above agenda for this meeting of the City Council of the City of Leander, Texas, was posted on the bulletin board at City Hall in Leander, Texas, on the 9 day of February 2024 by 5:00 p.m. pursuant to Chapter 551 of the Texas Government Code.



Dara Crabtree, City Secretary, TRMC



EXECUTIVE SUMMARY
2/15/2024

AGENDA SUBJECT:

Brushy Creek Regional Utility Authority pipeline replacement project and water conservation plan update.

BACKGROUND:

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Fiscal Impact

Amount requested:

Approved in current budget (Yes / No):

Expenditure (New / Amended):

Recurring or one-time:

Fund source (Operating / Utility / etc.):

Attachments:

1. Water Update



BCRUA Pipeline, Water Conservation Update

February 15, 2024

Dan Grimsbo, PE – Executive Director of Infrastructure

Mike Neu – Chief of Staff

BCRUA Pipeline Replacement

Pipe materials

- Purchased in May 2023
- First arrivals in December 2023

Current progress

- Contractors installing underwater foundation
- Construction barge and pipe materials staged
- On schedule for **Feb. 28** start date

Facilities affected

- BCRUA raw water line, barge, treatment plant



BCRUA Pipeline Replacement



BCRUA Pipeline Replacement

Temporary conditions

- Leander water treatment capacity reduced from 24 MGD to 9 MGD

Response measures

- Initiated Phase 4 conservation measures on Feb. 12
- Communicating with water customers and stakeholders
- Monitoring system conditions



Water Conservation Communications

Phase 4

Feb – April 2024

Summer 2024

May – Sept 2024

Beyond 2024

Oct 2024 –

Phase 4

Emergency alerts

Thu 9/8/2022 2:18 PM

 City of Leander ALERT <noreply@everbridge.net>
Leander Phase 4 Water Conservation

To: Michael Neu

 This message was sent with High importance.

CAUTION! This is an external email. DO NOT access links or attachments unless you know the sender and contents are safe.

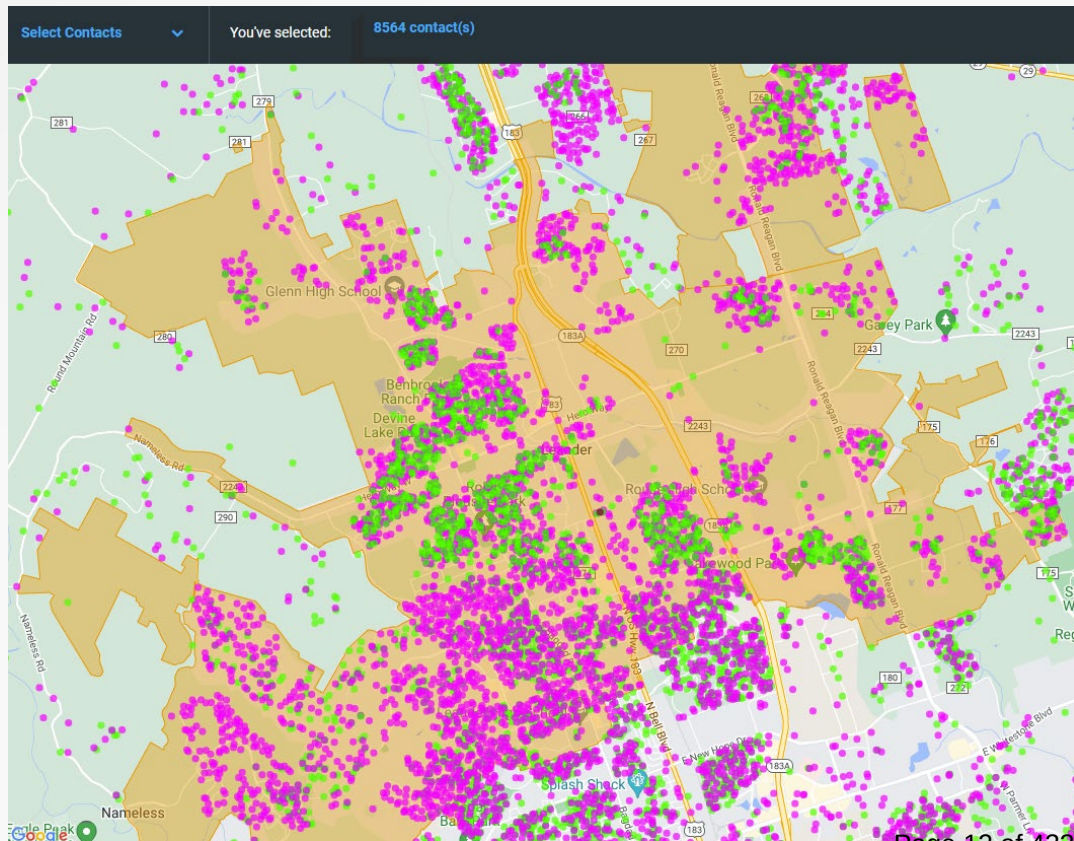
[Please click here to acknowledge receipt of this message](#)

The City of Leander has initiated Phase 4 water conservation measures, which prohibits outdoor watering starting Thursday September 8th. Leander water customers should turn off irrigation systems completely and limit other nonessential uses until further notice. For more information please visit [leander tx.gov](https://www.leandertx.gov/water).

Text Message
Thu, Sep 8, 2:16 PM

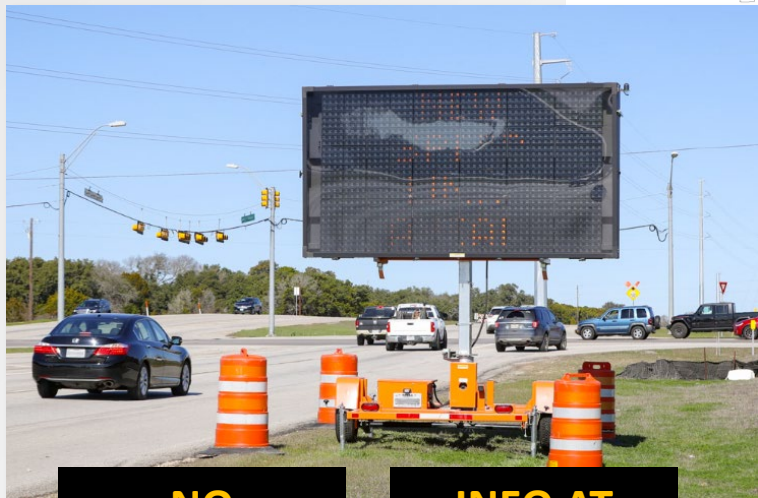
City of Leander prohibits outdoor watering starting Thur. Sept. 8. View details at <https://www.leandertx.gov/water>
Reply with YES to confirm receipt.





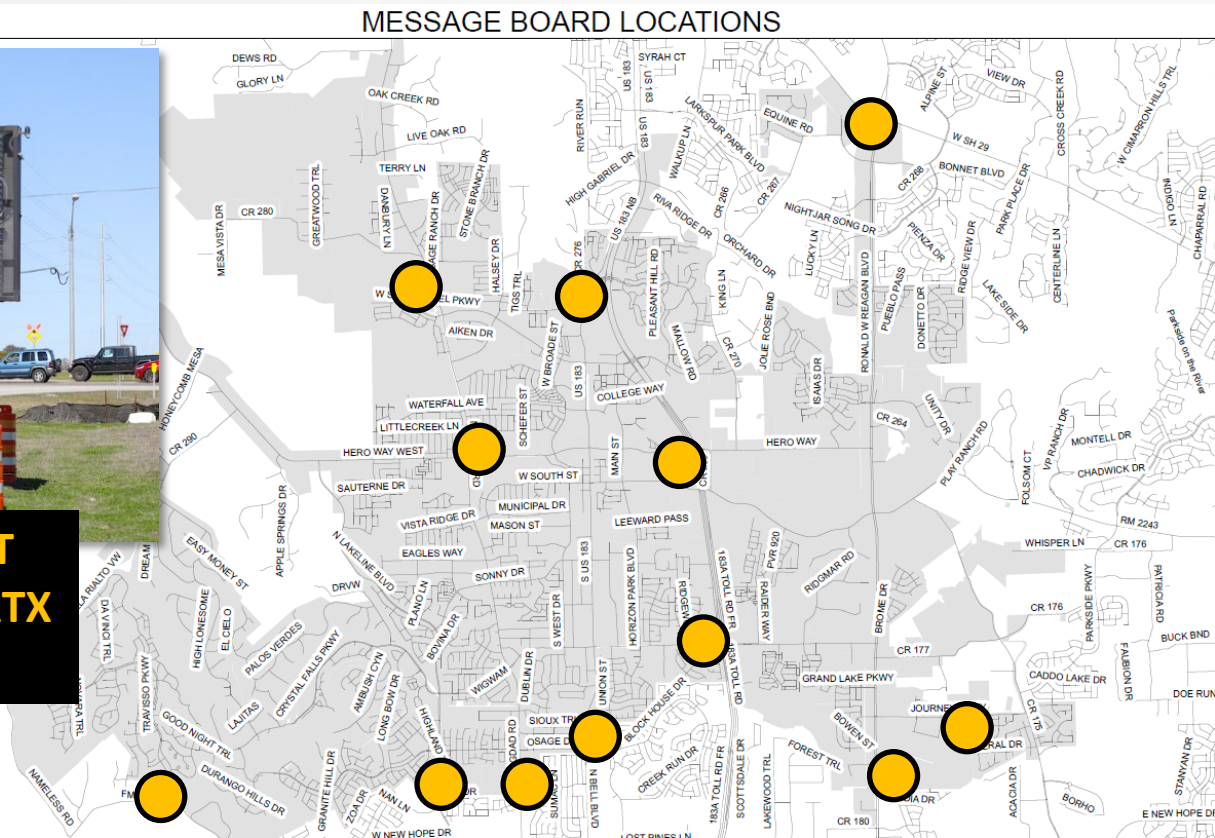
Phase 4

Phase 4 Message boards at city gateways



**NO
OUTDOOR
WATERING**

**INFO AT
LEANDERTX
.GOV**



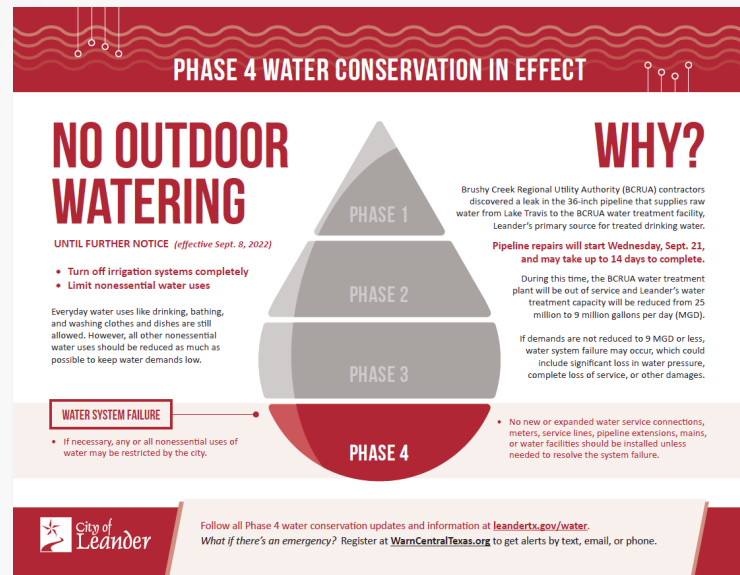
Phase 4

Signs, tags, & mailers



Neighborhood entrance signs

Door tag reminders



Water customer self-mailers

Phase 4

Website, social media



[Government](#)[Departments](#)[Community](#)[Business](#)[How Do I...](#)

Search...

BCRUA pipeline repair, shutdown expected in March

Leander City Manager search continues

Conserve water and save money by turning off sprinklers for winter

Isaac Turner begins tenure as interim city manager

Council selects interim city manager, search firm

Leander City Manager Rick Beverlin resigns

Construction begins on Raider Way, Woodview Drive

Water main break in Old Town

Monarch butterfly migration time for Central Texas

Home » Departments » Communications » Latest City News » BCRUA pipeline repair, shutdown expected in March

BCRUA pipeline repair, shutdown expected in March

Starting Wednesday, Feb. 28, contractors for the Brushy Creek Regional Utility Authority (BCRUA) will begin replacing approximately 1,400 feet of 36-inch underwater pipeline used to convey raw water from Lake Travis to the BCRUA water treatment plant, Leander's primary source for potable water. On Thursday, Jan. 18, Leander City Council received a presentation on the planned repair.

[View the slide deck](#)

[Watch the presentation](#)

Phase 4 measures start Feb. 12

Project construction will require a shutdown of the BCRUA water treatment plant, thereby reducing Leander's overall capacity of potable water from roughly 24 million gallons per day (MGD) to 9 MGD. In order to curtail water demands and consumption, Leander will transition to Phase 4 emergency conservation measures starting Monday, Feb. 12, in an effort to reduce all nonessential water uses.

[View the Phase 4 guide](#)

All Leander water customers should turn off irrigation systems and limit all nonessential water uses. Phase 4 measures are designed to limit the daily water demand to no more than 50 percent capacity. Reduction to no more than 9 MGD is required from the start of repairs on Feb. 28 through its completion by the first week of April. In January, Leander water customers averaged 8.6 MGD with a maximum usage of 11.7 MGD recorded on Jan. 18.

Council approves resolution supporting Phase 4 actions

02/01/2024 — Leander City Council approved a resolution Thursday, Feb. 1, in support of emergency water conservation measures related to the BCRUA pipeline replacement project. Several temporary actions listed in the resolution will be implemented in conjunction with the City's Phase 4 transition starting Feb. 12. Some actions include ceasing issuance of new bulk meters, irrigation permits, and pool permits.

[View the Resolution](#)

Read more about Phase 4, BCRUA pipeline history, and frequently asked questions below.

[Phase 4 conservation](#)

[BCRUA pipeline history](#)

[Frequently asked questions](#)

Select Language



The City of Leander, Texas

14h

Did you know that City of Leander water conservation measures override HOA regulations? All HOAs have been notified that Leander is moving to Phase 4 Water Conservation on Monday, Feb. 12 and that all residents should turn off their irrigation systems and limit all non-essential water use. <https://ow.ly/YPay50Qzgin>

LEANDER WATER USE

8.4 MGD

WEDNESDAY, FEB. 7

☒ 9.0 MGD *Keep conserving!*



The City of Leander, Texas

February 7 at 10:43 AM

Did you know that City of Leander will not issue pool permits during Phase 4 Water Conservation? Phase 4 prohibits the use of potable water from the City's water system to fill, refill, or add to any indoor or outdoor swimming pools, wading pools, ornamental ponds, Jacuzzi-type pools, or similar. <https://ow.ly/t61Z50QxTh4>

LEANDER WATER USE

7.9 MGD

TUESDAY, FEB. 6

☒ 9.0 MGD *Keep it up!*

9

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Phase 4

Broadcast, print media

Community Impact

Hill Country News

Austin Latino

KVUE

CBS Austin

KXAN

Fox 7 Austin

Liberty Hill Independent

Williamson County Sun

LEANDER

Leander water restrictions to tighten in preparation for pipeline replacement

by: [Abigail Jones](#), [Mercedez Hernandez](#)

Posted: Feb 6, 2024 / 02:02 PM CST

Updated: Feb 7, 2024 / 05:31 PM CST

FILE VIDEO

1 minute left

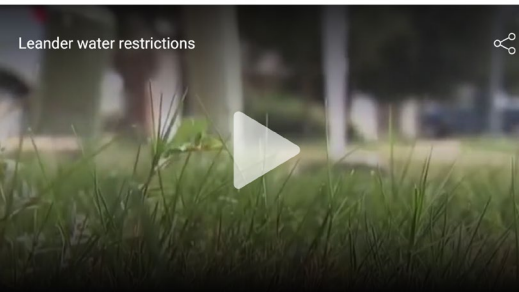
LEANDER TO ENTER PHASE 4 WATER RESTRICTIONS BEFORE PIPE REPLACEMENT
BCRUA TO REPLACE 1,400 FEET OF UNDERWATER PIPELINE

KXAN
6A 515
Right: Mazda

Leander water restrictions: No outside watering beginning Feb. 12

By Tan Radford and FOX 7 Austin Digital Team | Published February 6, 2024 12:56PM | Leander
| FOX 7 Austin |

Leander water restrictions



Leander water restrictions

The City of Leander says its primary source of potable water will be shut down while a pipeline is being replaced. This shut down will significantly reduce the city's overall water capacity.

KVUEabc News Weather Sports VERIFY KVUE+ K

← ADVERTISE WITH US LOCAL DEFENDERS BOOMTOWN SPORTS RADAR

LOCAL NEWS

No outside watering in Leander beginning on Feb. 12

Previously, Leander was under Phase 2 water conservation, which limited watering to once a week.



- Water Conservation Forum (Jan. 31)
- Council Resolution (Feb. 1)
- Updates to Leander ISD (Feb. 5)
- Updates to Homebuilders Association (Feb. 8)
- Chamber Career & Community Expo (Feb. 16)
- Board & Commission meetings (February)
- HOA meetings (February & March)
- Signs posted at City facilities, local nurseries
- Email notices to HOA managers, contractors, pool/irrigation/landscape vendors
- Contacting Tier III water users
- Video updates from the Mayor

LEANDER WATER CUSTOMERS

MONDAY, FEB. 12 TO APRIL 1*

**OUTDOOR
WATERING
PROHIBITED**

PHASE 4 CONSERVATION IN EFFECT

RAW WATER PIPELINE REPLACEMENT PROJECT IN PROGRESS.
PLEASE LIMIT ALL NONESSENTIAL WATER USES DURING THIS TIME.

* DATE BASED ON ESTIMATED PROJECT TIMELINES AND MAY BE SUBJECT TO CHANGE.



LEARN MORE:
leandertx.gov/repair

Phase 4

Enforcement

Water Conservation Task Force

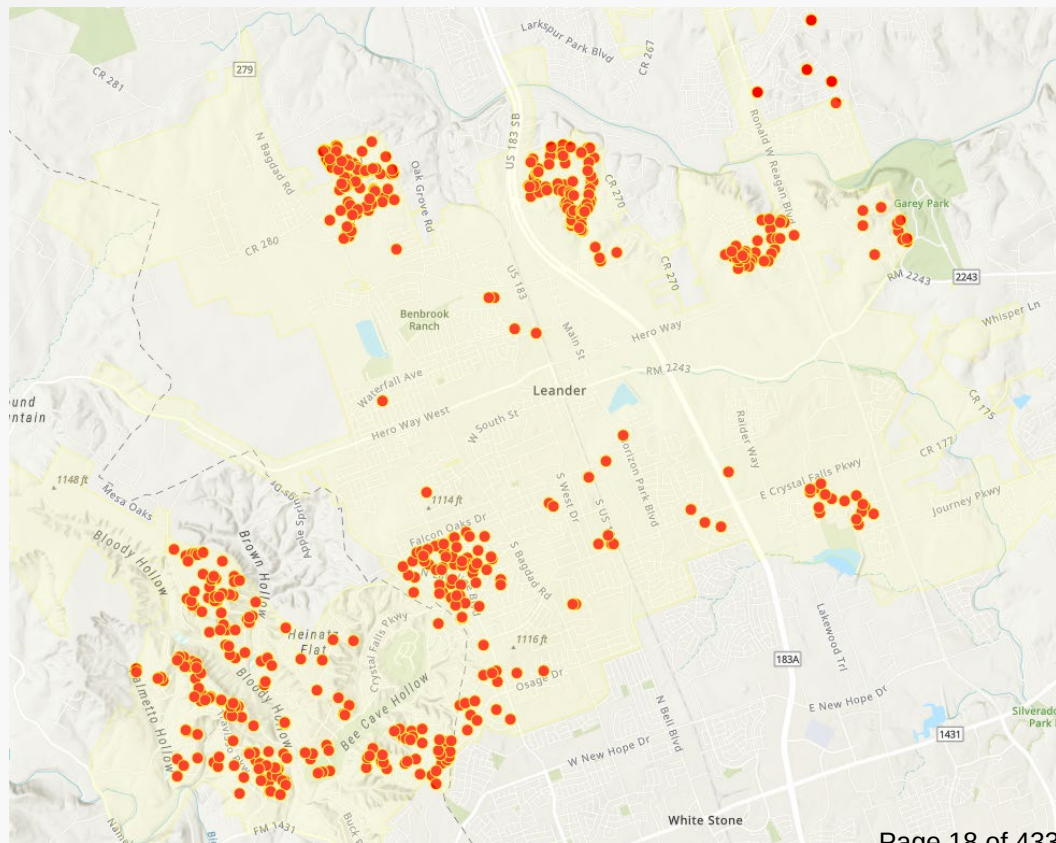
Code Enforcement & Fire Marshal's Office

- Overnight/Daily survey routes
- Complaint response
- Education + Enforcement

592 violations in Aug-Sept 2022

16,100 properties surveyed (2am - 6pm)

Date	Violations (1st)	(2nd)
Aug. 29	60	
Aug. 30	42	
Aug. 31	31	
Sept. 1	56	
Sept. 2	73	
Sept. 7	1	
Sept. 9	4	
Sept. 12	64	1
Sept. 13	78	3
Sept. 14	113	5



Hazards / Threats

- Demand exceeds 9 MGD capacity –
Low water pressure results in citywide Boil Water Notice.
- Prolonged recovery from low water pressure –
Customers in high pressure planes at risk of no water.
- Sandy Creek WTP failure –
All customers at risk of no water.

Current Actions

- OEM informing State of potential needs for assistance, resources.
- FD identifying temporary distribution sites, equipment needs.
- Ongoing coordination/monitoring from multiple City departments.

Ongoing activities

- Monitor usage for possible Phase 3 escalation, update public on status
- Continue citywide enforcement
- Continue contacting Tier III water users
- Continue irrigation system checks for residents
- Continue engagement with City partners on water solutions – LISD, HOAs, Liberty Hill, Georgetown, Cedar Park, Round Rock

New activities

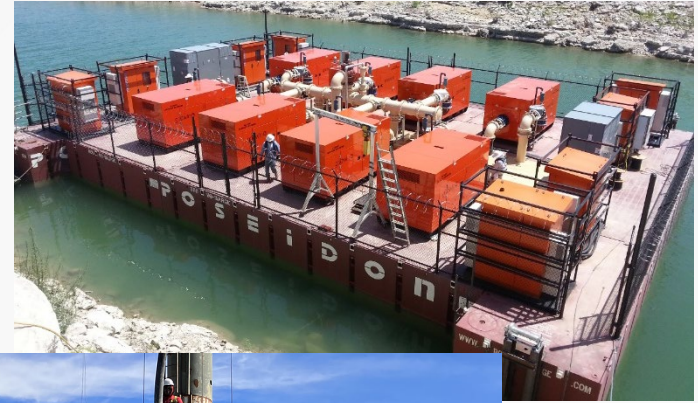
- Instructional videos on irrigation system management
- Raise awareness about major City water projects and conservation policies
- Media tours of Deep Water Intake, BCRUA

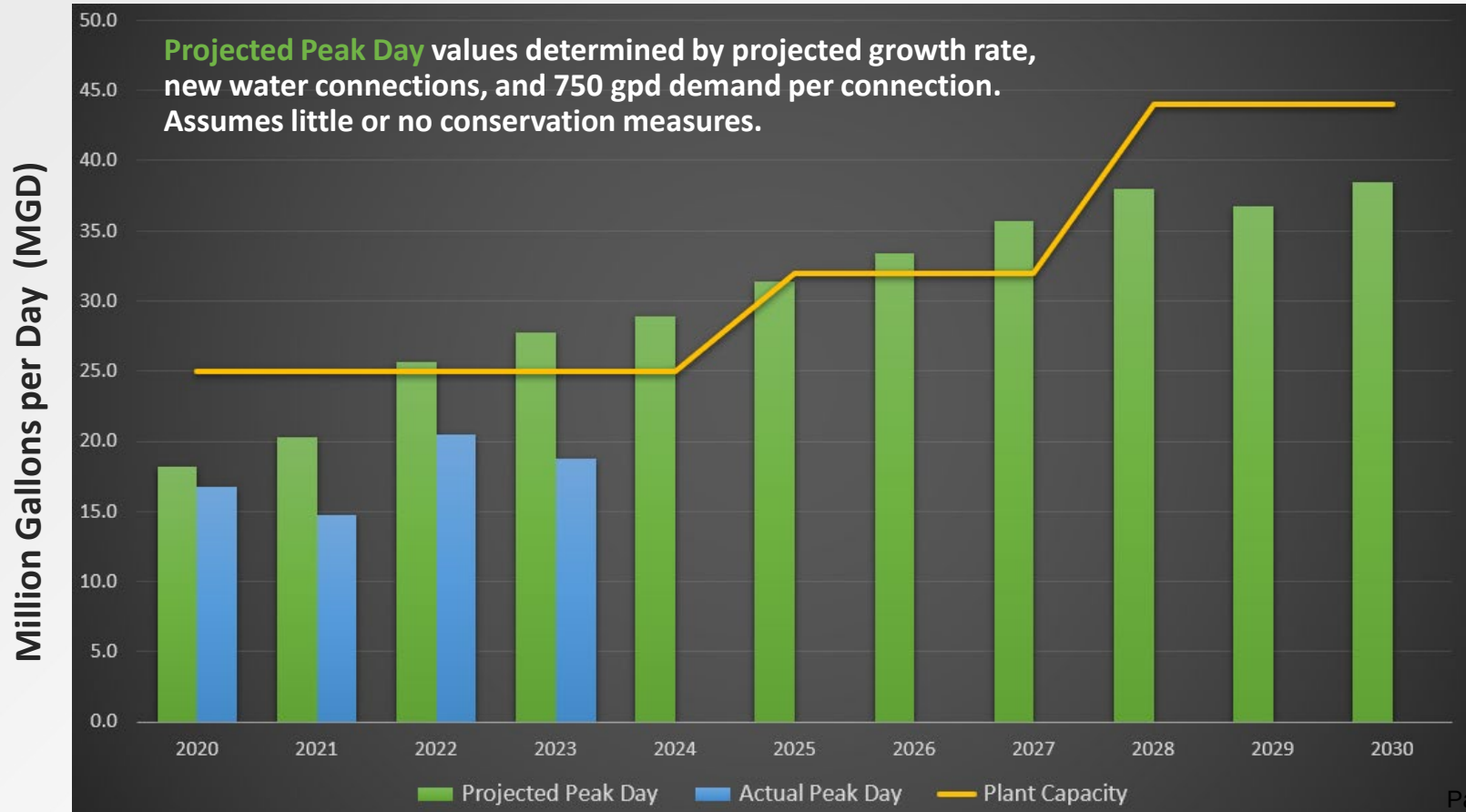
Ex. Water Conservation Wellness

“Wellness Check-In: Preparing for summer”

Contingent activities

- City to award contract for AMI by June 2024
- LCRA lake levels and possible new mandates
- Emergency barge construction
(*Cedar Park approved Feb. 8*)
- San Gabriel Elevated Storage Tank complete





- Continue citywide enforcement
- Continue contacting Tier III water users
- Continue irrigation system checks for residents
- Continue engagement with City partners
- Establish commercial irrigation system inspection program
- Establish car wash registration program
- Instructional videos on managing irrigation, drought tolerant landscapes, water meter shutoff, rain barrel harvesting
- Updates on major City water projects
- Updates on water conservation policies
- **Public awareness campaign on AMI implementation**
- **Additional BCRUA shutdowns?**



Questions?



EXECUTIVE SUMMARY
2/15/2024

AGENDA SUBJECT:

Leander History

BACKGROUND:

Historic Preservation Commissioner Kat Howell's presentation is on Snow Days 1920 style.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Fiscal Impact

Amount requested:

Approved in current budget (Yes / No):

Expenditure (New / Amended):

Recurring or one-time:

Fund source (Operating / Utility / etc.):

Attachments:

1. Snow Days 1920 style

Leander Snow Days – 1920's

February 15, 2024



Bobby Bryson - 1922



Same day – same place – different angle



Laura Pugh and child - 1922



Different year – same place – same angle



Leander Teachers - Gerry Stockton &
Laura Pugh - 1922



J.C. Wallace Home - 1927



Teachers and girls at the depot - 1922



EXECUTIVE SUMMARY
2/15/2024

AGENDA SUBJECT:

Receive presentation from Don Tracy regarding Central Texas Learning Festival.

BACKGROUND:

Don Tracy will provide a PowerPoint presentation on Central Texas Learning Festival.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Fiscal Impact

Amount requested:

Approved in current budget (Yes / No):

Expenditure (New / Amended):

Recurring or one-time:

Fund source (Operating / Utility / etc.):

Attachments:

1. PRESENTATION_ 2024 Central Texas Learning Festival (24 JAN 24)



Building a Culture of Learning

2024 Central Texas Learning Festival



AGENDA

- Overview
- Learning Experiences
- Festival Promotion
- Next Steps



VISION & MISSION

VISION: Central Texas has a vibrant culture of learning that supports stronger communities and greater economic opportunity for all.

MISSION: Foster a learning culture in our Central Texas communities through formal and informal learning experiences for both adults and youth.



OBJECTIVE

OBJECTIVE: Create a network of learning partners in each of our communities that work collaboratively to identify existing learning experiences, determine needed learning experiences and connect community members to available learning experiences.

INSPIRATION



MODEL



FESTIVAL SCHEDULE

MARCH 4, 2024

- Local Launch
- Neighborhood Events
- Resource Fair

MARCH 5, 2024

- Neighborhood Events
- Resource Fair

MARCH 6, 2024

- SXSWedu EXPO
- Neighborhood Events

MARCH 7, 2024

- Regional Meeting
- Neighborhood Events

MARCH 8, 2024

- Neighborhood Events
- Resource Fair

MARCH 9, 2024

- Neighborhood Events
- Resource Fair



Learning Experiences

- Workshop
- Information Session
- Tour
- Exhibition
- Etc.



DISCUSSION QUESTIONS

- What events are scheduled or could be scheduled during the festival week?
- How should we communicate the festival events to community members?
- Who else should be involved?

Event Submission Form

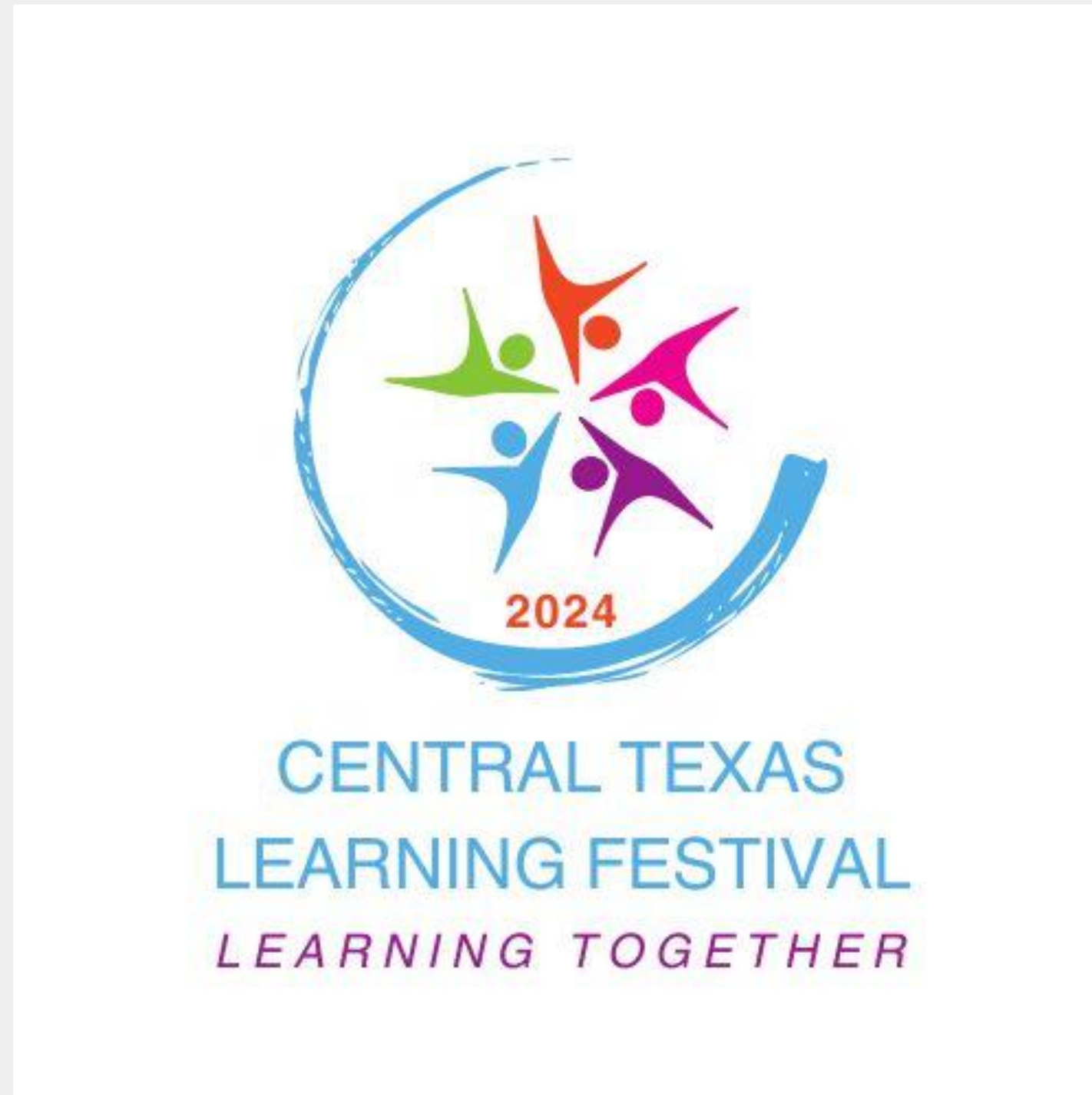


<https://forms.gle/UUGzrG76985WxDd37>

Festival Promotion

- Website
- Social Media
- Print Publications
- Flyers
- Etc.

Festival Logo



#CtxLearningFest #LearningTogether

NEXT STEPS

- Marketing Collateral
- Launch Marketing Campaign
- February 13, 14, 15 - Festival Planning & Preparation Meetings
- March 4 - Festival Launch





EXECUTIVE SUMMARY
2/15/2024

AGENDA SUBJECT:

Update on grant writing services.

BACKGROUND:

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Fiscal Impact

Attachments:

1. Update on Grant Writing Services_2-15-24v2



Update on Grant Writing Services

CITY COUNCIL MEETING

FEBRUARY 15, 2024

Update on Grant Writing Services

- ❑ November 2023 – City staff began conversations with a grant services consultant to learn what options are available for the City to develop a more proactive approach to seeking grant funds.
- ❑ In particular, City staff was interested in a hybrid approach where, on an ongoing basis, a professional grant services consultant would help locate grant opportunities based upon City priorities, write or assist in writing the grant, and finally if the grant were funded, administer the grant (up to and including compliance.)
- ❑ *(Staff also briefly discussed the idea of potential future assistance if the City were to be interested in standing up its own CDBG program (available to cities with population of 50,000+))*
- ❑ According to the consultant, federal agencies, are interpreting the regulations to not allow consultants who assist with grant-writing services to provide grant administration services **UNLESS** the consultant was under contract prior to the grant application to assist with that particular grant. A condition grant consultants are referring to as “pre-procurement.”

Update on Grant Writing Services

Options available to pursue:

#1 - For grants where the “Pre-procurement” rule applies:

- ☐ Consultant would work with City staff to understand City priorities.
- ☐ Consultant would share information about grant opportunities/programs as they become available.
- ☐ If City wants to pursue a particular grant, then the City would engage consultant through the City’s normal procurement process for hiring professional services (45-60 days to develop scope, post public notice, review and select.)
- ☐ Once under contract, the consultant could assist the City with the grant application (partial or full assistance) AND the consultant(s) could then help administer the grant. Note: The compensation to the consultant could be contingent on successful grant funding.

Update on Grant Writing Services

Options are available to pursue:

#2 - For grants where the “Pre-procurement” rule does not apply:

- ☐ City would select consultant through normal procurement process for hiring professional services for general grant assistance.
- ☐ Consultant would work with City staff to understand City priorities and share information about grant opportunities/programs as they become available.
- ☐ If City wants to pursue a particular grant, then the City would instruct the consultant to prepare the application as well as help administer the grant. Note: The compensation to the consultant for the application could be contingent on successful grant funding.

Update on Grant Writing Services

Next steps:

- ☐ Staff is ready to move forward with both options #1 and #2.
- ☐ If approved, staff would issue Request for Proposals (RFP) for grant consulting and administration services (option #2).
- ☐ Once firm is selected and approved by City Council, staff would also work with the consultant on grant opportunities that would also fall under Option #1.
- ☐ Staff will develop recommendations for City Council to adopt a Grant Application Policy.
- ☐ The Grant Application Policy would specify City Council expectations, e.g., whether or when staff would seek City Council prior approval before submitting a grant application.



EXECUTIVE SUMMARY
2/15/2024

AGENDA SUBJECT:

Approval of the minutes for Strategic Planning Session held on January 26, 2024 and regular meeting held on February 1, 2024.

BACKGROUND:

Attached are the minutes for meetings held on January 26, 2024 and February 1, 2024.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Dara Crabtree, City Secretary

Fiscal Impact

Attachments:

1. Draft Minutes 01.26.2024
2. Draft Minutes 02.01.2024



**MINUTES
STRATEGIC PLANNING SESSION MEETING
CITY OF LEANDER, TEXAS**

Williamson County Children's Advocacy Center
1811 SE Inner Loop, Georgetown, TX
Friday, January 26, 2024
Meeting at 8:30 AM



Mayor - Christine DeLisle

Place 1 - Kathryn Pantalione-Parker

Place 2 – Esme Mattke Longoria, Mayor Pro Tem

Place 3 – David McDonald

Place 4 – Na'Cole Thompson

Place 5 – Chris Czernek

Place 6 - Becki Ross

Interim City Manager - Isaac Turner

The City Council of the city of Leander, Texas will convene on Friday, January 16, 2024, at the time stated above to hold a strategic planning session regarding the items listed in this agenda. The items listed below are for discussion purposes only and no formal action or votes will be taken. As a quorum of the members of the city council will be present, this agenda is being posted in compliance with chapter 551 Texas Government Code and the Texas Open Meeting Act. Lunch is anticipated around 12:00 p.m. along with a 15 minute mid-morning break.

REGULAR MEETING

1. Open Meeting.
Open meeting at 8:40 a.m.
2. Roll Call.
Roll call reflected all present with Councilmember David McDonald absent.
3. Introduction to Session Objectives. Discussion Included strategic cycle with tactical cycle imbedded and futurist horizons.
4. Robust Dialogue around the Summary of Advance Retreat Interviews. Discussion included themes discussed during the Council interviews; gaps in agreements; and areas of widely held agreements.
5. Discussion and ranking of the three (3) mandates for the Interim City Manager period. Discussion included water, development, economic development, and communication.
6. Councilmember Core Value Development. Discussion included honesty and transparency, be respectful, be empathetic, be informed and actively listening.
7. Senior Staff joins Council for robust dialogue of Senior Staff's Professional Core Values and Councilmember Core Value Development. Discussion included Senior Staff Core Values integrity, transparency, customer service, accountability, communication and innovation; Council Core Values operate with honesty and transparency, be respectful, be empathetic, be informed and actively listening.
8. Wrap-up and Takeaways. Council and Senior Staff agree to utilize their core values to guide them in how they relate to one another as they achieve the vision and support the mission of Leander.
9. Adjournment
Adjourned at 2:06 p.m.

APPROVED

MAYOR

ATTEST:

CITY SECRETARY



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, February 1, 2024
Briefing Workshop at 6:00 PM
Regular Meeting at 7:00 PM



Mayor – Christine DeLisle	Place 4 – Na'Cole Thompson
Place 1 – Kathryn Pantaloni-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

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. Capital Improvement Projects update

Discussion included water projects completed, under design, under construction and funding needs; wastewater and stormwater projects completed, under design, and under construction; transportation projects completed, under design, under construction and funding needs; facility and park projects.

Briefing workshop adjourned at 7:02 p.m.

REGULAR MEETING – CONVENE AT 7:00 PM

4. Open Meeting, Invocation and Pledges of Allegiance.

Open meeting at 7:09 p.m.; Chris Wimberly 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.

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

Nhuy Le, 1712 Boscello - commented on noise levels and ordinance.

7. Recognitions/Proclamations/Visitors.

- Black History Month (February)

8. Leander Chamber of Commerce and Visitors Center Report

Discussion included HOT funds; what was spent on tourism in 2023; funds plan to spend in 2024; Tour of Texas; blogs and social media; big goals for 2023; big goals for 2024; and new Visit Leander website.

CONSENT AGENDA: ACTION

Motion: Approve consent agenda items 9 through 16.

By: Katherine Pantalion-Parker

Seconded: Becki Ross

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

No: None

Abstain: None

9. Approval of the minutes for meeting held on January 18, 2024.

10. Approval of the extension of the application expiration for Subdivision Case FP-21-0006 Rosenbusch Phase 3; more particularly described by Williamson Central Appraisal District Parcel R599344; generally located to the east of the intersection of Vista Ridge Drive and Lakeline Boulevard; Leander, Williamson County, Texas.

11. Approval of the extension of the application expiration for Subdivision Case PICP-22-0017 Lenox Hill Townhomes; more particularly described by Williamson Central Appraisal District Parcel R653589, generally located on the west side of Ronald W. Reagan Boulevard, approximately 750 feet south of Niles Drive, Leander, Williamson County, Texas.

12. Approval of the extension of the application expiration for Subdivision Case PP-22-0003 Greenlight Village preliminary plat; on two (2) parcels of land approximately 14.02 acres ± in size, more particularly described by Williamson Central Appraisal District R031386 and R031387; generally located on the south side of Hero Way West, east of N. Bagdad Rd and west of Broade Way, Leander, Williamson County, Texas.

13. Acceptance of streetlight public improvements for Northline Phase 1 and Texas Department of Licensing and Regulation (TDLR) sidewalk improvements for Phase 1, Blocks S, T, and U, and driveway improvements for Northline Blocks C, D, L, and M.

14. Approval of the over-sizing costs from eight (8)- inch waterlines to sixteen (16)- inch waterlines reimbursable expenses as stated in the terms of the Development and Cost Participation Agreement for Public Improvements for the Hilltop Ranch Subdivision; and authorizing the Interim City Manager to execute any and all necessary documents.

15. Ratify the approval of an alternate date of January 27, 2024 for a Special Event Permit and street closures for the Martin Luther King Day March and Celebration in Old Town Park originally approved by the City Council on December 21, 2023.
16. Approval of a Resolution authorizing a Purchasing Agreement by and between the City of Leander and Siddons Martin Emergency Group, LLC for the purchase of fire service apparatus parts, equipment, and repair services, and related goods through BuyBoard Contracts 651-21 and 698-23 in the total amount of \$687,500.00 for the term of the contract expiring September 30, 2024 and March 31, 2026 respectively; providing for an effective date; and authorizing the Interim City Manager to execute any and all necessary documents.

PUBLIC HEARING: ACTION

17. Conduct a Public Hearing regarding Subdivision Case CP-23-0024 to adopt the Enclave at Crystal Falls Concept Plan and Preliminary Plat on four (4) parcels of land approximately 19.53 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R031345, R031341, R031342, and R559253; generally located on the north side of East Crystal Falls Parkway approximately 1,000 feet west of Ronald W. Reagan Boulevard., Leander, Williamson County, Texas.

- Discuss and consider action regarding Subdivision Case CP-23-0024 as described above.

Public Hearing opened at 7:35 p.m.; closed at 7:35 p.m. No one spoke in favor or opposition of the request.

Motion: Approve Subdivision Case CP-23-0024.

By: Katherine Pantalion-Parker

Seconded: Esme Mattke Longoria

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

No: None

Abstain: None

REGULAR AGENDA

18. Discuss and consider action on Fiscal Year 2025 Budget Planning, Calendar, Guidelines, and Objectives.

No action taken.

19. Discuss and consider action on a Resolution in support of temporary actions deemed necessary to implement Phase 4 response measures as described in the Water Conservation and Drought Contingency Plan.

Motion: Approve Resolution in support of temporary actions deemed necessary to implement Phase 4 response measures, following a discussion.

By: Christine DeLisle

Seconded: Becki Ross

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

No: None
Abstain: None

20. Council Member Future Agenda Items *[Any deliberation of or decision about the subject of the inquiry shall be limited to a proposal to place the subject on the agenda for a subsequent meeting.]*

1. Prohibiting vape shops near schools zoning
2. Grant writing
3. Street name correction policy

21. Council Member Closing Statements.

Kathryn Pantalione-Parker - commented on upcoming Living Leander Expo on February 16 and Super Bowl.

Esme Mattke Longoria - thanked Council for honoring Black History month; thanked Staff for recent MLK event and wished everyone a happy February.

Na'Cole Thompson - thanked Staff for recent MLK event.

Chris Czernek - requested residences comply with the 45 days of Phase 4 water conservation; pray for rain and let's all work together.

Becki Ross - thanked Staff for CIP update.

Christine DeLisle - stated dinner came from Jersey Mike's Subs; reminded everyone to shop locally; commented on recent Strategic Planning session; Council and Staff Core Values; and ribbon cutting of Texas Children's Hospital.

22. Convene into Executive Session pursuant to:

1. Section 551.071 and 551.072, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel and acquisition of property regarding a recreation center; and
2. Section 551.071, Texas Government Code, and Section 1305, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding Public Utilities Commission Docket No. 53063, petition by outside city ratepayers appealing the water rates established by the City of Leander, Texas; and
3. 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
4. Section 551.074, Texas Government Code to discuss Interim City Manager assignments and duties.

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

1. recreation center; and
2. Public Utilities Commission Docket No. 53063, petition by outside city ratepayers; and
3. City Manager search; and
4. Interim City Manager assignments and duties.

Recessed into Executive Session at 8:23 p.m.; reconvened into open session at 10:32 p.m.

1. No action.
2. Pulled from the agenda.
3. No action.
4. No action.

23. Adjournment

Adjourned at 10:32 p.m.

APPROVED

MAYOR

ATTEST:

CITY SECRETARY



EXECUTIVE SUMMARY
2/15/2024

AGENDA SUBJECT:

Approval of an Ordinance ordering and establishing procedures for the 2024 General Election in the City of Leander to elect Mayor and Councilmembers for the offices held by Place 2, Place 4 and Place 6; providing for notice of the election; providing election precinct and polling places; providing for early voting; providing an effective date and open meetings clause; providing for the Interim City Manager to execute any and all necessary documents; and providing for related materials.

Aprobacion de una ordenanza para ordenar y establecer procedimientos para la eleccion general de 2024 en la ciudad de Leander para elegir a los miembros del consejo para las oficinas celebradas por el Alcalde, el Lugar 2, el Lugar 4 y el Lugar 6, proporcionando la noticia de la eleccion, proporcionando precinto electoral y lugar de votacion; proveyendo para el voto temprano, proporcionando una fecha de vigencia y clausula de reuniones abiertos, proporcionando al Gerente de la Ciudad para ejecutar cualquiera y todos los documentos necesarios; y proporcionando materiales relacionados.

BACKGROUND:

This year's election will be held on May 4, 2024 and includes Mayor, City Council Place 2, City Council Place 4 and City Council Place 6. The City will be contracting with both Williamson and Travis Counties' Election Departments to serve as the Election Administrator for Williamson and Travis Counties' registered voters.

The filing period began Wednesday, January 17 and will continue through Friday, February 16.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Recommend Approval of Ordinance.

PRESENTER:

Dara Crabtree, City Secretary

Fiscal Impact

Attachments:

1. Williamson County Election Contract

2. Joint Election Agreement Travis County for May 4 2024 elections
3. 2024 Election Services Agreement Travis County
4. Ordinance General Election 2024 (English)
5. Ordinance General Election 2024 (Spanish)

**THE STATE OF TEXAS
COUNTY OF WILLIAMSON**

ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

THIS Election Agreement and Contract for Election Services ("Contract") is made by and between the Williamson County Elections Administrator ("Elections Administrator") and political subdivisions ("Participating Authority" or "Participating Authorities") located entirely or partially inside the boundaries of Williamson County. The complete list of Participating Authorities will be available after the final day to cancel an election as prescribed by the Secretary of State's election calendar and will be listed as **Attachment A**.

This Contract is made pursuant to Texas Election Code Sections 31.092 and 271.002 and Texas Education Code Section 11.0581 for an election to be held on the election date of May 4, 2024, and administered by Bridgette Escobedo, Williamson County Elections Administrator. This Contract supersedes any and all prior contracts and agreements to conduct an election between a Participating Authority and the Williamson County Elections Office.

RECITALS

WHEREAS, each Participating Authority listed above plans to hold an election on May 4, 2024;

WHEREAS, Williamson County owns an electronic voting system, the Election System and Software (ES&S) EVS 6110 voting system, which includes the DS200 precinct scanner, the DS850 central scanner and the ExpressVote ballot marking device and has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended and is compliant with the accessibility requirements for persons with disabilities set forth by Texas Election Code Section 61.012. The Participating Authorities desire to use Williamson County's electronic voting system, to compensate Williamson County for such use, and to share in certain other expenses connected with elections, in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended, and

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties, IT IS AGREED, as follows:

I. ADMINISTRATION

The Participating Authorities agree to hold an Election with Williamson County and each other in accordance with Chapter 271 of the Texas Election Code and this Contract. The Elections Administrator shall coordinate, supervise, and handle all aspects of administering the Election as provided in this Contract. Each Participating Authority agrees to pay the Elections Administrator for equipment, programming, election personnel, supplies, services, and administrative costs as provided in this Contract. The Elections Administrator shall serve as the Election Officer for the Election; however, each Participating Authority shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of each Participating Authority as necessary.

It is understood that other political subdivisions and districts may wish to participate in the use of Williamson County's electronic voting system and polling places, and it is agreed that the Elections Administrator may enter into other contracts for election services for those purposes, on terms and conditions generally similar to those set forth in this Contract. In such cases, costs shall be pro-rated among the participants according to Section XII of this Contract.

II. LEGAL DOCUMENTS

Each Participating Authority shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or the Participating Authority's governing body, charter, or ordinances, except that the Elections Administrator shall be responsible for the preparation and publication of all voting equipment testing notices that are required by the Texas Election Code. Election orders should include language that would not necessitate amending the order if any of the Early Voting and/or Election Day polling places change.

Preparation of the necessary materials for notices and the official ballot language shall be the responsibility of each Participating Authority, including providing the text in English and Spanish. Each Participating Authority shall provide a copy of their respective election orders and notices to the Elections Administrator.

III. NONPERFORMANCE

The Elections Administrator will inform each Participating Authority of any problems or deficiencies in their respective performance of obligations under this contract, including but not limited to non-adherence to deadlines for requests for information of each Participating Authority by the Elections Administrator, and may set a reasonable period of time to cure or obtain adequate assurance that any such problems or deficiencies will be timely addressed and corrected. **The Participating Authority's failure to cure problems or deficiencies related to its obligations, duties, and responsibilities in accordance with all terms and conditions of this Agreement will be considered in any future contracts with Elections Administrator or Williamson County, and any Participating Authority failing to perform will reimburse Elections Administrator for any additional costs and expenses to Williamson County, including all costs associated with interference of conducting the election.**

IV. VOTING LOCATIONS

The Elections Administrator shall select and arrange for the use of and payment for all Election Day voting locations. Voting locations shall be compliant with the accessibility requirements established by Election Code Section 43.034 and the Americans with Disabilities Act (ADA). The proposed Election Day voting locations are listed in **Attachment B** of this Contract and may be amended. In the event a voting location is not available or appropriate, the Elections Administrator will arrange for use of an alternate location. The Elections Administrator shall notify the Participating Authorities of any changes from the locations listed in **Attachment B**.

If polling places for the May 4, 2024 Election are different from the polling place(s) used by a Participating Authority in its most recent election, the Participating Authority agrees to post a notice no later than May 4, 2024 at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and listing the Participating Authority's polling place names and addresses in effect for the May 4, 2024 election. This notice shall be written in both the English and Spanish languages.

V. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

The Elections Administrator will recruit all election workers.

The Elections Administrator will take the necessary steps to insure that all election judges appointed for the Election are eligible to serve and meet the eligibility requirements in Subchapter C of Chapter 32 of the Texas Election Code and meet any requirements to serve as an Election Worker set forth by the Williamson County Commissioners Court.

The Elections Administrator shall arrange for the training and compensation of all election judges, clerks, and election personnel. The Elections Administrator shall arrange for the date, time, and place for the presiding election judges to pick up their election supplies. As set forth in Sec. 32.009 of the Texas Election Code, each presiding election judge and alternate presiding judge shall be given written notice of their appointment. The notice from the Elections Administrator will include the polling location and the number of election clerks the presiding judge may appoint.

Each election judge and clerk will receive compensation at the hourly rate established by Williamson County pursuant to Texas Election Code Section 32.091. The election judge, or his/her designee, will receive an additional sum of \$25.00 for picking up the election supplies prior to Election Day and for returning the supplies and equipment to the central counting station after the polls close.

The compensation rates established by Williamson County are:

Early Voting – Early Voting Supervisor (\$17 an hour), Clerks (\$15 an hour)
Election Day – Presiding Judge (\$17 an hour), Alternate Judge (\$15 an hour), Clerk (\$15 an hour)

Election judges and clerks who attend voting equipment and procedures training shall be compensated at the hourly rates listed above.

The Elections Administrator may employ other personnel as necessary for the proper administration of the election, including such part-time help as is necessary to prepare for the election, to ensure the timely delivery of supplies during Early Voting and on Election Day, for the efficient tabulation of ballots at the central counting station, and for the post-election processes conducted by warehouse personnel. Part-time personnel working in support of the Early Voting Ballot Board and/or central counting station on Election Night will be compensated at the hourly rate set by Williamson County in accordance with Election Code Sections 87.005, 127.004, and 127.006.

In accordance with Sec. 31.098 of the Texas Election Code, the Elections Administrator is authorized to contract with third persons for election services and supplies. The actual cost of such third-person services and supplies will be paid by the Elections Administrator and reimbursed by the Participating Authorities.

VI. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Administrator, subject to approval of the Williamson County Election Board, shall arrange for all election supplies and voting equipment including, but not limited to, Williamson County's electronic voting system and equipment, official ballots, sample ballots, voter registration lists, and all forms, signs, maps and other materials used by the election judges at the voting locations. The Elections Administrator shall ensure availability of tables and chairs at each polling place and shall procure rented tables and chairs for those polling places that do not have a sufficient number of tables and/or chairs. The Elections Administrator shall be responsible for conducting all required testing of the electronic equipment, as required by Chapters 127 and 129 of the Texas Election Code.

Participants shall share voting equipment and supplies to the extent possible. A single ballot containing all the offices or propositions stating measures to be voted on at a particular polling place may be used in an election. A voter may not be permitted to select a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap. The Elections Administrator shall provide the necessary voter registration information, maps, instructions, and other information needed to enable the election judges in the voting locations that have more than one ballot style to conduct a proper election.

Each Participating Authority shall furnish the Elections Administrator with a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles of offices and text in both English and Spanish languages). The Participating Authorities are required to submit information in a format or template requested by the Elections Office. Each Participating Authority shall be responsible for proofreading and approving the ballot insofar as it pertains to that authority's candidates and/or propositions. Each Participating Authority shall also be responsible for proofing and approving the audio recording of the ballot insofar as it pertains to that authority's candidates and/or propositions.

In the event a Participating Authority identifies an error after approval of their respective ballot proof(s), and any programming and/or audio files require changes, the Participating Authority approving the original ballot and audio proof will be responsible for the full cost of reprogramming, if required. This will include the cost of reprogramming ballot language and/or audio files for other Participating Authorities as necessary due to software limitations.

Early Voting by Personal Appearance and/or the use of Vote Centers, Texas Election Code Section 43.007, on Election Day shall be conducted exclusively on Williamson County's EVS 6110 electronic voting system. Provisional ballots will be cast on the EVS 6110 system, as well.

The Elections Administrator shall be responsible for the programming, preparation, testing, and delivery of the voting system equipment for the election as required by the Election Code.

The Elections Administrator shall conduct criminal background checks for relevant election officials, staff, and temporary workers upon hiring as required by Election Code 129.051(g).

VII. EARLY VOTING

The Participating Authorities agree to conduct Early Voting and to appoint the Election Administrator as the Early Voting Clerk in accordance with Sections 31.097 and 271.006, Texas Election Code. Each Participating Authority agrees to appoint the Elections Administrator's permanent county employees as Deputy Early Voting clerks. The Participating Authorities further agree that the Elections Administrator may appoint other Deputy Early Voting clerks to assist in the conduct of Early Voting as necessary, and that these additional Deputy Early Voting clerks shall be compensated at an hourly rate set by Williamson County pursuant to Section 83.052 of the Texas Election Code. Deputy Early Voting clerks who are permanent employees of the Williamson County Elections Administrator may be paid from the election services contract fund for contractual duties performed outside of normal business hours (Sec. 31.100(e), Texas Election Code).

Early Voting by personal appearance will be held at the locations, dates, and times listed in **Attachment C** of this document and may be amended. In the event a voting location is not available or appropriate, the Elections Administrator will arrange for use of an alternate location. The Elections Administrator shall notify the Participating Authorities of any changes from the locations listed in **Attachment C**. Any Williamson County qualified voter of the Election may vote early by personal appearance at any one of the Early Voting locations.

As Early Voting Clerk, the Elections Administrator shall receive applications for Early Voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for Early Voting ballots to be voted by mail received by the Participating Authorities shall be forwarded immediately by fax or courier to the Elections Administrator for processing. The address of the Early Voting Clerk is as follows:

Mailing Address
Early Voting Clerk
Williamson County Elections Office
PO Box 209
Georgetown, TX 78627

Physical Location
Early Voting Clerk
301 SE Inner Loop, Suite 104
Georgetown, TX 78626

After the first day of Early Voting, the Elections Administrator shall post on the Williamson County Elections Office webpage, the Early Voting turnout by Early Voting polling location by day and a cumulative final Early Voting turnout report following the close of Early Voting.

VIII. EARLY VOTING BALLOT BOARD

The Williamson County Election Board shall appoint members to an Early Voting Ballot Board (EVBB) to process Early Voting results from the Election. The Elections Administrator, as chair of the Election Board, shall determine the number of EVBB members required to efficiently process the Early Voting ballots.

IX. CENTRAL COUNTING STATION AND ELECTION RETURNS

The Elections Administrator will take the necessary steps for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this Contract.

The Counting Station Manager or an approved representative shall deliver timely cumulative reports of the election results as precincts report to the central counting station and are tabulated. The Counting Station Manager shall be responsible for releasing unofficial cumulative totals and precinct returns from the election to the participants, candidates, press, and general public by distribution of electronic copies at the central counting station and by posting to the Williamson County Elections Office webpage. To ensure the accuracy of reported election returns, results printed on the tapes produced by Williamson County's voting equipment will not be released to the Participating Authorities at any individual polling locations.

The Elections Administrator will prepare the unofficial canvass reports that are necessary for compliance with Election Code Section 67.004, after all precincts have been counted and will deliver a copy of the unofficial canvass to each Participating Authority as soon as possible after all returns have been tabulated. Each Participating Authority shall be responsible for the official canvass of its respective election(s). The official canvass of election shall not take place before May 4, 2024, and no later than May 14, 2024, as per the Texas election Code.

The Elections Administrator will prepare the electronic precinct-by-precinct results reports for uploading to the Secretary of State as required by Section 67.017 of the Election Code. Each Participating Authority agrees to upload these reports.

The Elections Administrator shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to each Participating Authority and the Secretary of State's Office.

X. PARTICIPATING AUTHORITIES WITH TERRITORY OUTSIDE WILLIAMSON COUNTY

Williamson County Elections will consider conducting elections in territories outside of Williamson County on a case-by-case basis.

XI. RUNOFF ELECTIONS

Each Participating Authority shall have the option of extending the terms of this Contract through its runoff election, if applicable. In the event of such runoff election, the terms of this Contract shall automatically extend unless the Participating Authority notifies the Elections Administrator in writing within 3 business days of the original election.

Each Participating Authority shall reserve the right to reduce the number of Early Voting locations and/or Election Day voting locations in a runoff election. If necessary, any voting changes made by a Participating Authority between the original election and the runoff election shall be submitted by the authority making the change to the United States Department of Justice for the preclearance required by the Federal Voting Rights Act of 1965, as amended.

Each Participating Authority agrees to order any runoff election(s) at its meeting for canvassing the votes from the May 4, 2024 election and to conduct its drawing for ballot positions at or immediately following such meeting in order to expedite preparations for its runoff election.

Each Participating Authority eligible to hold runoff elections after the May 4, 2024 Election Date agrees that the date of a necessary runoff election shall be held in accordance with the Election Code.

XII. ELECTION EXPENSES AND ALLOCATION OF COSTS

Charges. In consideration for the election services provided hereunder by the Elections Administrator, the Participating Authorities will be charged a share of election costs, a staffing agency fee for election workers, an administrative fee, and for the lease of voting equipment.

1. **Share of Election Costs.** Each Participating Authority's share of election costs will be (i) a base fee of \$1,000.00, (ii) plus a pro rata share of the total of all costs incurred by the Elections Administrator in connection with the administration of elections of other entities held at the same time as the election. The sum of the base charges from all Participating Authorities will be subtracted from the total of all costs before allocating the remaining costs to each Participating Authority. Each Participating Authority's share of the remaining (allocated) costs will be determined as follows: The number of registered voters in each individual Participating Authority will be divided by the number of all registered voters of all Participating Authorities to determine each entity's pro rata share expressed as a percentage, which will then be multiplied against each of the allocated costs (remaining costs after base charges are subtracted) as itemized on the final Total Cost report/invoice submitted to each

Participating Authority after the election. The end result will be a charge to the Participating Authority of \$1,000.00 plus the Participating Authority's allocated share of county-wide election costs not covered by the sum of all base fees received.

2. Each Participating Authority's share of the staffing agency fee for election workers will be determined on a pro rata basis. The staffing agency fee is based on a markup cost percentage of 27% of the gross wages of election workers not classified as employees of Williamson County.
3. Lease of Voting Equipment. Per Texas Election Code Section 123.032(d), the Williamson County Commissioners Court has established the following prices for leasing county-owned voting equipment:
 - \$250.00 per ExpressVote Ballot Marking Device
 - \$400.00 per DS200/DS 300 Precinct Scanner;
 - \$6,000.00 per DS850 Central Count scanner to cover the duration of the election;
 - \$250.00 per electronic pollbook.

The Participating Authority's share of voting equipment costs will be determined on a pro rata basis. Leasing cost will be calculated once for the Early Voting period and once for Election Day. If the County acquires additional equipment, different voting equipment, or upgrades existing equipment during the term of this Contract, the charge for the use of the equipment may be reset by the Williamson County Commissioners Court.

4. Administrative Fee. Each Participating Authority agrees to pay the Williamson County Elections Administrator an administrative fee equal to ten percent (10%) of its total billable costs, less the staffing agency fee, in accordance with Section 31.100(d) of the Texas Election Code.

The Elections Administrator shall deposit all funds payable under this Contract into the appropriate fund(s) within the Williamson County treasury in accordance with Election Code Section 31.100.

XIII. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Any Participating Authority may withdraw from this Contract and the Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code.

XIV. RECORDS OF THE ELECTION

The Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records shall be available to each Participating Authority as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the Elections Administrator or at an alternate facility used for storage of County records. The Elections Administrator shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each Participating Authority to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or open records request which may be filed with the Participating Authority.

XV. RECOUNTS OR CONTESTED ELECTION

A recount may be obtained as provided by Title 13 of the Texas Election Code. By signing this document, the presiding officer of the contracting Participating Authority agrees that any recount shall take place at the offices of the Elections Administrator or at a location of the Elections Administrator's choosing, and that the Elections Administrator shall serve as Recount Supervisor and the Participating Authority's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

In the event of a contested election, the expenses of a new election ordered by a court of competent jurisdiction or Participating Authority will be paid for and by the Participating Authority in accordance with Texas Election Code 221.014

The Elections Administrator agrees to provide advisory services to each Participating Authority as necessary to conduct a proper recount.

XVI. MISCELLANEOUS PROVISIONS

1. The Elections Administrator shall file copies of this document with the Williamson County Treasurer and the Williamson County Auditor in accordance with Section 31.099 of the Texas Election Code.
2. Nothing in this Contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this Contract or a violation of the Texas Election Code.
3. This Contract shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.
4. In the event that one of more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
5. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.
6. The waiver by any party of a breach of any provision of this Contract shall not operate as or be construed as a waiver of any subsequent breach.
7. Any amendments of this Contract shall be of no effect unless in writing and signed by all parties hereto.
8. Participating Authority agrees to act in good faith in the performance of this agreement, and shall immediately contact and notify the Elections Administrator of any potential problems or issues relevant to the subject matter of this contract.

XVII. COST ESTIMATES AND DEPOSIT OF FUNDS

The total *estimated* cost for the May 4, 2024 election is \$50,000.00 and is based partly on the itemized costs of the May 6, 2023 joint general special election. After the final determination has been made of whom the Participating Authorities will be and the Contracts are fully executed, the Elections Administrator shall provide each Participating Authority with an official cost estimate. Each Participating Authority's percent share of the estimated total cost is based on the number of registered voters and further described in Section XII.1. of this Contract. Each Participating Authority agrees to pay the Williamson County Elections Administrator a deposit of 50% of the *estimated obligation* no later than 30 days after receiving the official cost estimate. As soon as reasonably possible after the election, the Elections Administrator will submit an itemized invoice to each Participating Authority based on the actual expenses (supported by documentation such as time sheets, compensation forms, and invoices) directly attributable to the services provided by the Elections Administrator. The exact amount of each Participating Authority's obligation under the terms of this Contract shall be calculated after the election (or runoff election, if applicable); and, if the amount of an Authority's total obligation exceeds the amount deposited, the authority shall pay to the Elections Administrator the balance due within 30 days after the receipt of the final invoice from the Elections Administrator. However, if the amount of the authority's total obligation is less than the amount deposited, the Elections Administrator shall refund to the authority the excess amount paid within 30 days after the final costs are calculated.

XVIII. SIGNATURE PAGE

WITNESS BY MY HAND THIS THE _____ DAY OF _____, 2024.

ELECTIONS ADMINISTRATOR:

Bridgette Escobedo, Elections Administrator
Williamson County, Texas

WITNESS BY MY HAND THIS THE 15 DAY OF February, 2024.

PARTICIPATING AUTHORITY:

Name of Participating Authority: City of Leander

By: _____

Printed Name: Isaac D. Turner

Official Capacity: Interim City Manager

JOINT ELECTION AGREEMENT FOR MAY 4, 2024 ELECTIONS

Recitals

1. Travis County (the “County”) will be conducting general and special elections for the participating entities (each, a “Participating Entity,” and together, the “Participating Entities”) listed in Exhibit A, which is attached to and incorporated into this agreement, on May 4, 2024. Each Participating Entity requires elections to be held on May 4, 2024 in those portions the Participating Entity’s territory that are located in Travis County.
2. Under Texas Election Code Section 271.002, political subdivisions of the State of Texas are authorized to hold elections jointly in voting precincts that can be served by common polling places if elections are ordered by the authorities of two or more political subdivisions to be held on the same day in all or part of the same territory.
3. Texas Government Code Chapter 791 authorizes local governments to contract with one another and with state agencies for various governmental functions, including those in which the contracting parties are mutually interested.
4. It would benefit the County, the Participating Entities, and their respective citizens and voters to hold the elections jointly in the election precincts that common polling places can serve.

Pursuant to Texas Election Code Sections 271.002 and 271.003 and Texas Government Code Chapter 791, this Joint Election Agreement is entered into by and between Travis County, a political subdivision of the State of Texas acting by and through the Travis County Commissioners Court, and the Participating Entities, each acting by and through their respective governing bodies.

I. Scope of Joint Election Agreement

This agreement covers conducting the May 4, 2024 General and Special Elections for the Participating Entities. The Participating Entities will hold these elections on May 4, 2024 (“Election Day”) jointly for the Participating Entities’ voters who reside in Travis County.

II. Election Officer

The Participating Entities hereby appoint the Travis County Clerk, the election officer for Travis County, as the election officer to perform or supervise the County’s duties and responsibilities involved in conducting the joint election covered by this agreement.

III. Early Voting

Each of the Participating Entities agrees to conduct its early voting jointly. Each of the Participating Entities appoints the Travis County Clerk, the early voting clerk for Travis County, as the early voting clerk for the joint election. Early voting for the Participating

Entities will be conducted at the dates, times, and locations to be mutually agreed upon by the election officer and authorized and ordered by the governing body of each Participating Entity.

A. County Responsibilities

1. The County will provide to the governing body of each Participating Entity a list of places, times, and dates of early voting suitable for consideration and adoption by the governing body, under Texas Election Code chapter 85.
2. The Travis County Clerk, as the early voting clerk, will be responsible for conducting early voting by mail and by personal appearance for all Travis County voters voting in the joint election. The Travis County Clerk will receive from each Participating Entity's regular early voting clerk applications for early voting ballots to be voted by mail, under Texas Election Code Title 7. The Travis County Clerk will send early voting ballots by mail and receive early voting ballots for early voting by mail. The Travis County Clerk may appoint such deputy early voting clerks as necessary to assist the Travis County Clerk with voting to take place at the early voting locations.
3. The County will determine the number of election workers to hire to conduct early voting in the joint election. The Travis County Clerk will arrange or contract for training for all election workers and will assign all election workers employed for early voting in the joint election. The training of these election workers is mandatory; these individuals will be compensated for their time in training. The County will provide a training facility for election schools to train election workers employed in conducting early voting, including early voting by personal appearance at main and temporary branch early voting polling places, early voting by mail, and other aspects of the early voting program for the joint election. The County will name early voting deputies and clerks employed to conduct early voting.
4. The County will provide and deliver all supplies and equipment necessary to conduct early voting for the joint election, including ballots, election forms, any necessary ramps, utility hook-ups, signs, registration lists and ballot boxes, to early voting polling places. The County will designate and confirm all early voting polling place locations.
5. The County will be responsible for preparing and transporting the electronic voting equipment necessary to conduct early voting. The County will perform all tests of voting equipment as required, including posting notice of equipment testing.
6. Under Election Code sections 66.058 and 271.010, the Participating Entities appoint the Travis County Clerk as the joint custodian of records for the sole purpose of preserving all voted ballots securely in a locked room in

the locked ballot boxes for the preservation period that the Election Code requires.

7. The County will receive ballot language in both English and Spanish from each Participating Entity and format the ballots as needed to include these languages. The County will provide each Participating Entity with a final proof of ballot language for approval before printing the ballots. Upon final proof approval, ballots will be printed in an expedited timeframe so as to allow ballot allocations for the Early Voting by Personal Appearance Program, and the ballot mail outs for the Early Voting by Mail Program.
8. A single joint voter sign-in process consisting of a common list of registered voters, and common signature rosters will be used for early voting. A single, combined ballot and single ballot box will be used. The County will use an electronic voting system, as defined and described in Texas Election Code Title 8, and agrees to use ballots that are compatible with such equipment.
9. The County will be responsible for conducting the Early Voting Ballot Board. The County will designate a person to serve as the presiding judge for the Early Voting Ballot Board and will provide that information to the governing body of each Participating Entity for entry of an order by that authority appointing this official. The presiding judge for the Early Voting Ballot Board is eligible to serve in this capacity. The presiding judge for the Early Voting Ballot Board will appoint two or more election clerks, and the judge and clerks will comprise the Early Voting Ballot Board and will count and return early voting ballots, and perform other duties the Election Code requires of it.

B. Participating Entities' Responsibilities

1. Each Participating Entity will appoint a qualified person to serve as the regular early voting clerk for the Participating Entity. The regular early voting clerk for each respective Participating Entity will receive requests for applications for early voting ballots to be voted by mail and will forward in a timely manner, as prescribed by law, any and all applications for early voting ballots to be voted by mail, received in the Entity's office, to the Travis County Clerk.
2. Each Participating Entity will appoint a qualified person to act as custodian of records for the Participating Entity to perform the duties imposed by the Election Code on the custodian of records for its respective entity.
3. Each Participating Entity will provide ballot language for the respective portion of the official ballot to the County in both English and Spanish. The Participating Entity must make any additions, modifications, deletions, or other changes to such ballot contents or language before the Participating Entity's final proof approval. The County will provide the Participating Entity with a final proof of ballot language, as it is to appear on the ballot,

for final proof approval. Upon final proof approval, the ballot will be programmed for the voting equipment in an expedited timeframe so as to allow ballot allocations for the Early Voting by Personal Appearance Program, and the printed ballot mail outs for the Early Voting by Mail Program.

IV. Election Day

A. County Responsibilities

1. The County will designate and confirm all Election Day polling place locations for the joint election, and will forward such information to the Participating Entities in a timely fashion to allow the governing body of the respective Participating Entities to enter orders designating such polling places.
2. The County will designate the presiding election judge and the alternate presiding election judge to administer the election in the precinct in which a common polling place is to be used and will forward such information to the Participating Entities to allow the governing bodies of the respective Participating Entities to enter appropriate orders designating such officials before the election. The presiding election judge and alternate presiding election judge must be qualified voters of the Travis County election precinct in which the joint election is held. The presiding election judge for the precinct in which a common polling place is used may appoint election clerks as necessary to assist the judge in conducting the election at the precinct polling place. The alternate presiding election judge may be appointed as a clerk. The alternate presiding election judge may serve as the presiding election judge for the precinct in the presiding election judge's absence. Election judges and clerks will be compensated at the rate established by the County. The Texas Election Code and other applicable laws will determine compensable hours.
3. One set of election officials will preside over the election in the precinct using a common polling place. There will be a single joint voter sign-in process consisting of a common list of registered voters and common signature rosters in the precinct using a common polling place. A single, combined ballot and single ballot box will be used. The officer designated by law to be the custodian of the voted ballots for the County will be custodian of all materials used in common in the precinct using a common polling place. The County will use an electronic voting system, as defined and described by Texas Election Code Title 8, and agrees to use ballots that are compatible with such equipment.
4. The County will arrange for training and will provide the instructors, manuals and other training materials deemed necessary for training all judges and clerks. Training for election judges and alternate judges is mandatory, and these individuals will be compensated for their time in training.

5. The County will arrange for election-day voter registration precinct lists for the joint election. The County will determine the amount of election supplies needed for Election Day voting.
6. The County, by and through the County Clerk's Elections Division, and Administrative Operations, will be responsible for preparing and transporting voting equipment and election-day supplies for use on Election Day.
7. The County, by and through the County Voter Registrar, will provide the list of registered voters as needed in the overlapping jurisdictions identified in the attached exhibits, with designation of registered voters in each Participating Entity, for use at the joint election day polling place on Election Day.
8. The common polling place is designated as the polling place that the County uses. At the common polling place, a single ballot box will be used for depositing all ballots cast in the joint election. At this polling place, one voter registration list and one combination poll list and signature roster form will be kept for the joint election. The final returns for each Participating Entity and the County will be canvassed separately by each respective Participating Entity. The Travis County Clerk will maintain a return center on Election Day for the purpose of receiving returns from the County. The Travis County Clerk will provide unofficial election results to the qualified individual appointed by each Participating Entity.
9. On Election Day, the Travis County Clerk or the clerk's Elections Division will field all questions from election judges.
10. The County will make available translators capable of speaking English and Spanish to assist Spanish-speaking voters in understanding and participating in the election process in the territory covered by this agreement.

B. Participating Entities' Responsibilities

1. Before Election Day, each Participating Entity will answer questions from the public with respect to the Participating Entity's election during regular office hours of 8:00 a.m. – 5:00 p.m.
2. The custodian of records for each Participating Entity will receive returns from the Travis County Clerk on Election Day.

V. Election Night

A. County Responsibilities

1. The County will be responsible for all activities on election night, including setting up a central counting station, coordinating and supervising the results tabulation, coordinating and supervising the physical layout of the support stations that are the joint election's receiving substations, and coordinating and managing election media coverage.
2. The County is responsible for transporting voted ballot boxes to the central counting station.
3. The County will appoint the presiding judge and alternate presiding judge of the central counting station to maintain order at the central counting station, to administer oaths as necessary, to receive sealed ballot boxes, and to perform such other duties that the Texas Election Code requires, and will forward such information to each Participating Entity in a timely fashion to allow the governing body of each Participating Entity to enter appropriate orders designating such election officials before the election. The presiding judge of the central counting station may appoint clerks to serve at the central counting station. In addition, the County will appoint a tabulation supervisor to be in charge of operating the automatic tabulating equipment at the central counting station; an individual to serve as central counting station manager; and an assistant counting station manager to be in charge of administering the central counting station and generally supervising the personnel working at the central counting station. The County will forward such information to each Participating Entity in a timely fashion to allow the governing body of each Participating Entity to enter appropriate orders designating such election officials before the election.
4. The County will provide the Participating Entities with reasonable space in a public area adjacent to the central counting station at which each Participating Entity may have representatives or other interested persons present during the counting process.

B. Participating Entities' Responsibilities

Other than receiving returns from the Travis County Clerk, the Participating Entities have no role or responsibility on the night of the election.

VI. County Resources

- A. The County will provide the Elections Division permanent staff and offices to administer the joint election, under the Travis County Clerk's direction.
- B. For early voting, the County will provide a locked and secure area in which voted ballot boxes will be stored until the Early Voting Ballot Board convenes. The County, by and through Administrative Operations, will be responsible for transporting the ballot boxes to the central counting station for the Early Voting Ballot Board.

- C. The County will be responsible for providing and maintaining voting equipment and testing any voting equipment as required by the Texas Election Code.
- D. The County will process the payroll for all temporary staff hired to conduct the joint election. The payroll processing includes statutory reporting and providing W-2 forms where applicable.
- E. The County will conduct early voting as indicated in this agreement.

VII. Joint Election Costs; Payment

- A. Concurrently with its submittal of an executed copy of this agreement each Participating Entity must also submit payment via check or ACH, in the amount equal to the deposit identified for that Participating Entity in the Cost Estimate attached as Exhibit B, which is also incorporated into this agreement. The County is under no obligation to conduct a Participating Entity's elections until the County receives that Participating Entity's payment of Cost Estimate. All checks must be made payable to Travis County. This deposit represents approximately 60% of the costs of the Participating Entity's share of the estimated election costs, or \$100, whichever amount is greater. The County will submit an invoice to each Participating Entity for the balance of the Participating Entity's actual joint election expenses upon the election's completion. Joint-election expenses include expenses for facilities, personnel, supplies, and training that the County actually incurs for establishing and operating all early voting and election-day activities at the polling place in the joint election territory as well as activities related to tabulating votes, all as reflected on the Cost Estimate. Each Participating Entity will pay the total amount of its invoice no later than 30 days of receiving it.
- B. In the event of a recount, the expense of the recount will be borne by the Participating Entity involved in the recount on a pro-rata basis.
- C. In the event a Participating Entity cancels its respective election because of unopposed candidates under Texas Election Code Title 1, the Participating Entity will be responsible for its respective share of election expenses incurred through the date that the election is canceled as allocated to the cancelling entity based on the formula in the Cost Estimate, adjusted for the actual expenses incurred by the County through the date of the cancellation. If a Participating Entity cancels its election, the County will recalculate the allocation percentages among the remaining Participating Entities according to the formula used in the Cost Estimate.
- D. In the event there are any expenses associated with processing a ballot arising from a write-in candidate, the Participating Entity that received the declaration will bear the expenses.
- E. A Participating Entity that establishes an early voting polling place, other than one that was mutually agreed upon by all Participating Entities, will bear the expense of doing so. The Cost Estimate for each individual Participating Entity will include additional polling locations for each Participating Entity, as set forth in Exhibit B.

VIII. General Provisions

A. Legal Notices

Each of the Participating Entities will be individually responsible for preparing the election orders, resolutions, notices, and other pertinent documents for adoption or execution by its own respective governing board and for all related expenses. The Travis County Clerk will provide each Participating Entity information on changes affecting the Participating Entity's election, such as polling place changes and changes in voting equipment, when such changes are confirmed, verified, or otherwise become known to the clerk's office. Each of the Participating Entities will be individually responsible for posting or publishing election notices and for all related expenses. Each of the Participating Entities further will be individually responsible for election expenses incurred in relation to any polling place that is not a common polling place as designated in this agreement.

B. Communication

Throughout this agreement's term, the Travis County Clerk or the clerk's employee will meet as necessary with the designated representative of each Participating Entity to discuss and resolve any problems that might arise regarding the joint election.

C. Custodian

The Travis County Clerk will serve as the custodian of the keys to the ballot boxes for voted ballots in the joint election.

D. Effective Date

This agreement takes effect upon its complete execution by all Participating Entities and the County. The obligation of each Participating Entity to the County under this agreement will not end until that Participating Entity pays the County its share of the joint election costs.

IX. Miscellaneous Provisions

A. Amendment/Modification of Exhibits A and B

1. The Participating Entities acknowledge and agree that Exhibit A and Exhibit B may be amended to add or remove entities wishing to participate or cease participating in the agreement. The Participating Entities agree to future amendments of Exhibit A and Exhibit B and authorize the County to enter into such amendments without the Participating Entities' having to sign the future amendments. The County agrees to notify all Participating Entities of any amendments to Exhibit A and Exhibit B.

2. Except as otherwise provided, this Agreement may not be amended in any respect whatsoever except by a further agreement in writing, duly executed by the parties to this agreement. No official, representative, agent, or employee of the County has any authority to modify this Agreement except by express authorization from the Travis County Commissioners Court. No official, representative, agent, or employee of any Participating Entity has any authority to modify this agreement except by express authorization from the governing body of the respective Participating Entity. The Travis County Clerk may propose necessary amendments to this agreement in writing in order to conduct the joint election smoothly and efficiently, except that any such proposed amendment must be approved by the Travis County Commissioners Court and the governing body of each respective Participating Entity before the amendment will be effective.

B. Notice

Any notice to be given in this agreement, by any party to the other, must be in writing and delivered personally or by certified mail, return receipt requested, to the proper party at the addresses listed in Exhibit A.

Each party may change the address for notice to it by giving notice of the change under this section's terms.

C. Force Majeure

In the event that the County cannot perform any of its obligations in this agreement or is interrupted or delayed by any occurrence not occasioned by its own conduct, whether it be an act of God, the result of war, riot, civil commotion, sovereign conduct, epidemic, pandemic, or other event declared a disaster (including a disaster declared by the County Judge), or like reason, then the County will be excused from performing for such period of time as is reasonably necessary after such occurrence to remedy its effects.

D. Venue and Choice of Law

The Participating Entities agree that venue for any dispute arising under this agreement will lie in the appropriate courts of Austin, Travis County, Texas. This agreement is governed by and is to be construed under the laws of Texas and the United States of America.

E. Entire Agreement

This agreement contains the parties' entire agreement relating to the rights granted and the obligations assumed in it, and it supersedes all prior agreements, including prior election services contracts relating to each Participating Entity's May 4, 2024 election. Any prior agreements, promises, negotiations, or representations not expressly contained in this agreement are of no force or effect. Any oral

representations or modifications concerning this agreement have no force or effect, except a subsequent amendment in writing as this agreement provides.

F. Severability

If any provision of this agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability will not affect the agreement's remaining provisions; and its parties will perform their obligations under the agreement's surviving terms and provisions.

G. Breach

In the event that any Participating Entity or the County breaches any of its obligations under this agreement, the non-breaching party will be entitled to pursue any and all rights and remedies allowed by law.

H. Payments from Current Revenues

Payments made by the Participating Entities in meeting their obligations under this agreement will be made from current revenue funds available to the governing body of the respective Participating Entity. Payments made by the County in meeting its obligations under this agreement will be made from current revenue funds available to the County.

I. Other Instruments

The Participating Entities agree that they will execute other and further instruments or any documents as may become necessary or convenient to effectuate and carry out this agreement's purposes.

J. Third-Party Beneficiaries

Except as otherwise provided in this agreement, nothing in this agreement, expressed or implied, is intended to confer upon any person, other than the parties to it, any of its benefits, rights, or remedies.

K. Other Joint Election Agreements

The County and the Participating Entities expressly understand and acknowledge that each may enter into other joint election agreements with other political subdivisions, to be held on Election Day and at common polling places covered by this agreement, and that the addition of other political subdivisions as parties to this agreement will require amending Exhibits A and B.

L. Mediation

When mediation is acceptable to both parties in resolving a dispute arising under this agreement, the parties agree to use a mutually agreed upon mediator, or a

person appointed by a court of competent jurisdiction, for mediation as described in Texas Civil Practice and Remedies Code section 154.023. Unless both parties are satisfied with the mediation's result, the mediation will not constitute a final and binding resolution to the dispute. All communications within the scope of the mediation will remain confidential as described in section 154.073, unless both parties agree, in writing, to waive the confidentiality. Despite this, the parties intend to fully comply with the Texas Open Meetings Act and the Texas Public Information Act whenever applicable. The term "confidential" as used in this agreement has the same meanings as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act. Notwithstanding any provision to the contrary, nothing in this Agreement requires the County or a Participating Entity to waive any applicable exceptions to disclosure under the Texas Public Information Act.

M. Counterparts

This Agreement may be executed in multiple counterparts, all of which will be deemed originals and with the same effect as if all parties to it had signed the same document. Signatures transmitted electronically by e-mail in a "PDF" format or by DocuSign or similar e-signature service shall have the same force and effect as original signatures. All of such counterparts will be construed together and will constitute one and the same agreement.

TRAVIS COUNTY

BY: _____
Andy Brown
County Judge

Date: _____
Dyana Limon-Mercado
County Clerk

Joint election agreement for May 4, 2024 elections

TRAVIS COUNTY ELECTIONS DEPARTMENT SIGNATURE PAGE

Name of Participating Entity: City of Leander

Address 105 N. Brushy Street
Leander, TX 78641

Name of Authorized Signatory Isaac D. Turner, Interim City Manager

Signature _____

Date signed February 15, 2024

E-mail address dcrabtree@leandertx.gov

ELECTION AGREEMENT BETWEEN TRAVIS COUNTY AND CITY OF LEANDER, TEXAS

Pursuant to Chapter 31, Subchapter D, Chapter 123, and Chapter 271 of the Texas Election Code and Chapter 791 of the Texas Government Code, Travis County (the “County”) and [City of Leander, Texas](#) (“Participating Entity”) enter into this agreement (this “Agreement”) for the Travis County Clerk, as the County’s election officer (the “Election Officer”), to conduct the Participating Entity’s elections, including runoffs, and for the Participating Entity’s use of the County’s current or future-acquired election equipment for any voting system that the County adopts, as authorized under Title 8 of the Texas Election Code, for all Participating Entity elections. The purpose of this Agreement is to maintain consistency and accessibility in voting practices, polling places, and election procedures in order to best assist the voters of the Participating Entity.

Section 1. GENERAL PROVISIONS

- (A) Except as otherwise provided in this Agreement, the term “election” refers to any Participating Entity election, occurring on any uniform election date prescribed by the Texas Election Code or a primary election date, along with any resulting runoff, if necessary, within all Participating Entity’s territory located in Travis County. If a runoff is necessary, the Participating Entity shall work with the Election Officer to determine a mutually acceptable run-off date. In the event that the Participating Entity and the Election Officer do not agree on a run-off date, the Participating Entity agrees to the run-off date selected by the Election Officer.
- (B) If the Participating Entity determines it is necessary to conduct an election during a time other than that specified in Section 1(A), the Election Officer and a representative designated by the Participating Entity will meet as soon as possible thereafter to determine the feasibility of the Election Officer conducting such an election. If both parties agree that the Election Officer will administer the election, the new election will be based on all other applicable provisions of this Agreement except provisions that are inconsistent and cannot be feasibly applied.
- (C) Except as otherwise provided in this Agreement:
 - (1) The term “Election Officer” refers to the Travis County Clerk;
 - (2) The term “precinct” means all precincts in the territory of the Participating Entity located within Travis County.
 - (3) The term “election services” refers to services used to perform or supervise any or all of the duties and functions that the Election Officer determines necessary for the conduct of an election.
 - (4) The term “cost for election services” includes the costs for personnel, supplies, materials, or services needed for providing these services and an administrative fee as permitted by the Texas Election Code but does not refer to costs relating to the use of the voting equipment

- (D) Except as otherwise provided in this Agreement, the cost for “use of voting equipment” for a particular election is the amount the County will charge the Participating Entity for use of the County’s voting equipment in use at the time of that election.
- (E) The Participating Entity agrees to commit the funds necessary to pay for all election-related expenses for Participating Entity elections in accordance with this Agreement.
- (F) The Election Officer has the right to enter into agreements with other entities at any time, including during the dates listed in Section 1(A).
- (G) As a condition for providing election services and equipment usage, the Election Officer may require authorities of political subdivisions holding elections on the same day in all or part of the same territory to enter into a joint election agreement as authorized in Chapter 271 of the Texas Election Code, and the Participating Entity agrees to enter into any joint election agreement required by the County.

SECTION 2. PARTICIPATING ENTITY’S USE OF VOTING EQUIPMENT; DUTIES OF THE ELECTION OFFICER AND OF THE PARTICIPATING ENTITY

The County shall make available to the Participating Entity the County’s current voting system and any future-acquired voting system as authorized under Title 8 of the Texas Election Code, subject to restrictions and conditions imposed by the Election Officer to ensure availability of the equipment for County-ordered elections, primary elections, special elections, and subsequent runoff elections, if applicable. The Election Officer may also impose restrictions and conditions to protect the equipment from misuse or damage.

SECTION 3. APPOINTMENT OF ELECTION OFFICER

- (A) The Travis County Election Officer (“Election Officer”) is appointed to serve as the Participating Entity’s Election Officer and Early Voting Clerk to conduct the Participating Entity’s elections described in Section 1.
- (B) As the Participating Entity’s Election Officer and Early Voting Clerk, the Election Officer shall coordinate, supervise, and conduct all aspects of administering voting in Participating Entity elections in compliance with all applicable laws, subject to Section 3(C) below.
- (C) The Participating Entity shall continue to perform those election duties listed in (1) through (6) below and any other election duties, such as receipt of candidate applications, that are not allowed to be delegated to another governmental entity:
 - (1) Preparing, adopting, and publishing all required election orders, resolutions, notices, and other documents, including bilingual materials, evidencing

action by the governing authority of the Participating Entity necessary to the conduct of an election, except that:

- a. The Election Officer does not provide newspaper notices on behalf of the Participating Entity with respect to a specific election.
 - b. With respect to each debt obligation election the Election Officer conducts for the Participating Entity pursuant to this Agreement:
 - i. The Election Officer, after receiving from the Participating Entity a copy of the debt obligation election order, shall post the notice required by and in accordance with Texas Election Code Section 4.003(f)(1) on election day and during early voting by personal appearance, in a prominent location at each polling place;
 - ii. The Election Officer shall provide written confirmation to the Participating Entity that the debt obligation election order was posted in accordance with Texas Election Code Section 4.003(f)(1); and
 - iii. The Participating Entity shall pay any applicable expenses incurred by the Election Officer that directly relates to the posting required by Texas Election Code Section 4.003(f)(1).
- (2) Preparing the text for the Participating Entity's official ballot in English and Spanish and any other languages as required by law;
 - (3) Providing the Election Officer with a list of candidates or propositions showing the order and the exact manner in which the candidates' names and the propositions are to appear on the official ballot;
 - (4) Conducting the official canvass of a Participating Entity election;
 - (5) Administering the Participating Entity's duties under state and local campaign finance laws;
 - (6) Filing the Participating Entity's annual voting system report to the Secretary of State as required under Texas Election Code Chapter 123.
- (D) The Participating Entity shall also be responsible for proofing and attesting to the accuracy of all ballot language, including any required language translations, and format information programmed by the County. This includes any information programmed for use with the audio or tactile button features of the equipment. The Participating Entity may also monitor and review all logic and accuracy testing and mandatory tabulations. The Participating Entity will complete its duties within timeframes as prescribed by the County. If the Participating Entity finds any discrepancies or concerns, it will immediately report them to the Election Officer and work with her to resolve any issues so that final approval can be reached. The Participating Entity shall be responsible for any and all actual costs associated

with correcting the ballot and ballot programming if the error is discovered after the Participating Entity has signed off on its final proof containing the error.

- (E) **City Secretary** will assist the County whenever possible when the conduct of the election requires assistance from Participating Entity departments and staff. **City Secretary** will serve as the Regular Early Voting Clerk for the Participating Entity to receive requests for applications for early voting ballots and forward these applications to the Joint Early Voting Clerk. **City Secretary** will serve as the Custodian of Records for the Participating Entity to complete those tasks in the Texas Election Code that the Election Officer will not perform.

SECTION 4. ELECTION WORKERS AND POLLING PLACES

- (A) For presentation to the governing body of the Participating Entity, the County shall provide a list containing the locations, times, and dates of early voting polling places suitable for consideration and adoption by the governing body in accordance with Texas Election Code Chapter 85. The Election Officer will designate and confirm all Election Day polling place locations.
- (B) The Election Officer will assume the responsibility for recruiting election personnel; however, if by the 5th day before the Election, the Election Officer reports vacancies in positions for election judges, alternate judges, election day clerks, early voting ballot board, receiving substation clerks, or any other key election personnel, the Participating Entity shall provide emergency personnel in these positions.
- (C) The Election Officer shall notify each of the election judges and alternates of their appointment and the eligibility requirements that pertain to them and to the selection of Election Day clerks. Included in this notification will be the number of clerks that each precinct should have in addition to the election judge and alternate judge. The election judges and/or the alternates are responsible for recruiting and supervising their clerks.
- (D) All election workers must agree to attend training sessions as determined by the Election Officer. Costs for these training sessions and compensation for attendees will be included as part of the election services costs.
- (E) During any election and any subsequent runoff election that involve entities in addition to the Participating Entity, the Election Officer will work with all parties to find a plan that can be agreed upon regarding the designation of polling places. If agreement cannot be reached, the Election Officer will resolve the differences. **In all cases, the Election Officer has sole discretion to determine whether polling place changes are necessary.**

SECTION 5. PAYMENTS FOR ELECTION SERVICES

- (A) Costs and payments for the use of voting equipment are addressed separately in Section 6 of this Agreement.
- (B) Requests for Election Services. For each election the Participating Entity desires the Election Officer to conduct, the Participating Entity must submit a written request to the Election Officer that describes the general nature of the election and specifies the date of the election.
- (C) Cancellations. On or before 11:59 p.m. on the 68th day before an election for which the Participating Entity has requested election services, the Participating Entity shall notify the Election Officer as to whether the Participating Entity anticipates the cancellation of its election, and on or before 11:59 p.m. on the 60th day before the election the Participating Entity shall notify the Election Officer as to whether the Participating Entity will cancel that election. If the Election Officer receives written notice from the Participating Entity on or before 11:59 p.m. of the 60th day before an election that the Participating Entity's election will be cancelled in accordance with Subchapters C and D of Texas Election Code Chapter 2, the Contracting Officer shall only be entitled to receive the actual expenses incurred before the date of cancellation in connection with the election and an administrative fee of \$100.
- (D) Notice, Cost Estimate, Initial Invoicing, and Initial Payment.
- (1) Notwithstanding the provisions in Section 9(B), the County and the Participating Entity agree that notice under Section 5 can be provided via e-mail. The following e-mail address will be used for e-mail communications to or from the County pursuant to Section 5: elections@traviscountytexas.gov, with a copy to ElectionEntities@traviscountytexas.gov. The Participating Entity has designated (give the name or job title of the person who will send notification) as the Participating Entity's representative for sending and receiving e-mail communications under Section 5, and the Participating Entity designates the following e-mail address as the Participating Entity's email address for sending and receiving e-mail communications pursuant to Section 5: dcrabtree@leandertexas.gov.
- (2) Initial Cost Estimate. On or before the 60th day before an election for which the Participating Entity has requested election services, the Election Officer will mail and/or email to the Participating Entity a cost estimate for conducting the election. The cost estimate will include an administrative fee that is equal to 10% of the total estimated cost of conducting the Participating Entity's election, excluding the costs of voting equipment. In the event of a joint election, the cost estimate will reflect that election costs will be divided on a pro rata basis among all entities involved in the election in the manner set forth in this Section 5. The proportional cost for the Election Officer to conduct each participating entity's election will be calculated by dividing the number of registered voters in the territorial jurisdiction of each participating

entity by the total number of registered voters for all of the participating entities involved in the joint election and multiplying that quotient by the total cost of the election. The product of these numbers is the pro rata cost share for each participating entity. The Participating Entity acknowledges and understands that if any other participating entity listed in the cost estimate cancels its election, each remaining participating entity's pro rata cost (including the Participating Entity's pro rata cost share) will result in a proportionate cost increase.

- (3) Initial Invoice and Initial Payment. Along with the initial cost estimate, the Election Officer will also include an initial invoice for the Participating Entity to pay 60% of the initial cost estimate. The Participating Entity must pay the County the amount specified in each invoice no later than 30 days after the Participating Entity's receipt of the invoice.
- (4) Runoff Elections. For each runoff election the Participating Entity has requested that the Election Officer conduct, the Participating Entity must make a payment equal to 60% of the projected costs for the runoff election no later than three business days after receiving that cost estimate from the Election Officer. The projected share of election costs will include an administrative fee that is equal to 10% of the total estimated cost of conducting the Participating Entity's runoff election, excluding the costs of voting equipment.
- (5) Each party may change its respective email addresses for e-mail communications under this Section 5, without the need to amend this Agreement, by sending notice to the other party in accordance with Section 9(B).
- (F) Final Accounting and Final Invoice. The County will send the Participating Entity a final invoice of election expenses not later than 90 days after an election unless the Election Officer notifies the Participating Entity during that 90-day period following the election that the Election Officer requires additional time to send a final invoice to the Participating Entity. The final invoice will include a listing of additional costs incurred at the Participating Entity's behalf and specify the total payment due from the Participating Entity for any unpaid portion of the Participating Entity's costs.
 - (1) Within 30 days after receipt of an election cost invoice setting forth the Election Officer's actual contract expenses and charges incurred in the conduct of the election, the Participating Entity shall pay the Election Officer the balance due on each final invoice no later than 30 days after the Participating Entity's receipt of that invoice.
 - (2) A refund may be due from the County to the Participating Entity if the final costs are lower than the amount already paid by the Participating Entity or if,

at the end of the calendar year, the County Auditor's Office makes adjustments to the election workers' payroll and the amount already paid by the Participating Entity for election worker payroll costs exceeds the payroll amounts calculated by the County Auditor's Office.

- (G) The Participating Entity shall promptly review an election invoice and any supporting documentation when received from the County. The Participating Entity may audit, during the County's normal business hours, relevant County election or accounting records upon reasonable notice to the County. The Participating Entity shall pay the entire final invoice or the undisputed portion of the final invoice not later than the 30th day after receiving the invoice. Failure by the Participating Entity to timely pay an invoice in full may impact the Election Officer's participation in future elections with the Participating Entity.

SECTION 6. PAYMENTS FOR USE OF VOTING EQUIPMENT

- (A) The Election Officer shall conduct elections using a voting system certified by the Secretary of State in accordance with the Texas Election Code and that has been approved for use by the Travis County Commissioners Court unless otherwise agreed upon by the Participating Entity, the Travis County Clerk, and the Travis County Commissioners Court.
- (B) The Participating Entity shall make payments to Travis County as consideration for the use of the County's voting equipment.
 - (1) For each election the Election Officer conducts for the Participating Entity after January 1, 2024, through January 1, 2025, the Participating Entity shall pay (a) the sum of four percent of the cost of the electronic voting system equipment installed at a polling place and four percent for each unit of other electronic equipment used by the Travis County Clerk's Office to conduct the election or provide election services, if the sum is greater than \$100.00, and (b) \$100.00 if the sum described in (a) is \$100.00 or less.
 - (2) In this Agreement "other electronic equipment" includes ballot marking devices, ballot scanners, ballot printers, ballot tabulators, electronic pollbooks, and ballot programming software.
- (C) Payment by the Participating Entity to the County for voting equipment is due no later than 30 days after the Participating Entity's receipt of an invoice from the County.
- (D) If the County acquires additional equipment, different voting equipment, or upgrades to existing equipment during the term of this Agreement, the charge for the use of the equipment may be renegotiated.

SECTION 7. ADDITIONAL EARLY VOTING LOCATIONS

- (A) All of the Participating Entity's voters within Travis County will have access to all of the Travis County Early Voting sites in each election at no additional cost.
- (B) If the Participating Entity desires to have one or more early voting sites that are in addition to those sites the Election Officer has already selected for a specific election, the Participating Entity must submit the request to the Election Officer no later than 60 days before the election, and the Election Officer will thereafter provide a written estimate to the Participating Entity that sets forth the estimated cost for providing the additional early voting location(s) and the deadline by which the cost estimate must be paid. If, after receiving the cost estimate, the Participating Entity desires to move forward with having the additional early voting location(s), the Participating Entity will notify the Election Officer and include payment of the cost estimate with the Participating Entity's notice to the Election Officer no later than the deadline specified in the Election Officer's cost estimate. *Pursuant to Texas Election Code Section 85.064(b) and notwithstanding any provision to the contrary, the Election Officer has sole discretion to determine whether to provide any additional early voting sites requested by the Participating Entity.*

SECTION 8. COMMUNICATIONS

- (A) The Participating Entity and the Election Officer shall each designate a member of their staff to serve as the primary contact for the respective offices under this Agreement and provide the name and contact information for that individual to the other party. Each party may change their designated staff members by sending notice to the other party without the further need to amend this Agreement.
- (B) Throughout the term of this Agreement, the Participating Entity and the County will engage in ongoing communications on issues related to Participating Entity elections, the use of County's voting equipment, and the delivery of services under this Agreement and, when necessary, the County Clerk, Elections Division staff members, and other election workers shall meet with the Participating Entity to discuss and resolve any problems which might arise under this Agreement.
- (C) The Election Officer shall be the main point of media contact for election information related to election administration. The Participating Entity shall designate a contact to be the main point of contact for matters related to the content of the Participating Entity's ballot or candidates.

SECTION 9. MISCELLANEOUS PROVISIONS

- (A) Amendment/Modification

Except as otherwise provided, this Agreement may not be amended, modified, or changed in any respect whatsoever, except by a further Agreement in writing and

duly executed by the parties hereto. No official, representative, agent, or employee of the County has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the Commissioners Court of Travis County, Texas. No official, representative, agent, or employee of the Participating Entity has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the governing body of the Participating Entity. Dyana Limon-Mercado, Travis County Clerk (or her successor), may propose necessary amendments or modifications to this Agreement in writing in order to conduct a joint election smoothly and efficiently, except that any such proposals must be approved by the Commissioners Court of the County and the governing body of the Participating Entity.

(B) Notice

Unless otherwise provided herein, any notice to be given hereunder by any party to the other shall be in writing and may be affected by personal delivery, by certified mail, or by common carrier. Notice to a party shall be addressed as follows:

City of Leander
Attn: City Secretary
105 N. Brushy Street
Leander, TX 78641

TRAVIS COUNTY
Honorable Dyana Limon-Mercado, Travis County Clerk (or her successor)
1000 Guadalupe Street, Room 222
Austin, Texas 78701

Cc: Honorable Delia Garza, Travis County Attorney (or her successor)
314 West 11th Street, 5th Floor
Austin, Texas 78701

Notice by hand-delivery is deemed effective immediately, notice by certified mail is deemed effective three days after deposit with a U.S. Postal Office or in a U.S. Mail Box, and notice by a common carrier, is deemed effective upon receipt. Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this Section. When notices by e-mail are permitted by this Agreement, (1) the notice is deemed effective upon the day it is sent if the e-mail is received before 5:00 p.m. on a business day; (2) the notice is deemed effective on the first business day after the e-mail was received if the email was received after 5:00 p.m. on a business day or anytime on a Saturday or Sunday. In this Agreement, "business day" means any weekday that is not a holiday designated by the Travis County Commissioners Court.

(C) Force Majeure

In the event that the performance by the County of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or condition of any persons not a party hereto or in privity thereof, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

(D) Venue and Choice of Law

The Participating Entity agrees that venue for any dispute arising under this Agreement will lie in the appropriate courts of Austin, Travis County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America.

(E) Entire Agreement

This Agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed and also supersedes all prior agreements, including prior election services contracts and prior agreements to conduct joint elections. Any prior agreements, promises, negotiations, or representations not expressly contained in this Agreement are of no force or effect. Any oral representations or modifications concerning this Agreement shall be of no force or effect, excepting a subsequent modification in writing as provided herein.

(F) Severability

If any provision of this Agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the remaining provisions of this Agreement. Parties to this Agreement shall perform their obligations under this Agreement in accordance with the intent of the parties to this Agreement as expressed in the terms and provisions of this Agreement.

(G) Breach

In the event that Participating Entity or County breaches any of its obligations under this Agreement, the non-breaching party shall be entitled to pursue any and all rights and remedies allowed by law.

(H) Payments from Current Revenues

Payments made by the Participating Entity in meeting its obligations under this Agreement shall be made from current revenue funds available to the governing body of the Participating Entity. Payments made by the County in meeting its

obligations under this Agreement shall be made from current budget or revenue available to the County.

(I) Other Instruments

The County and the Participating Entity agree that they will execute other and further instruments, or any documents as may become necessary or convenient to effectuate and carry out the purposes of this Agreement.

(J) Third Party Beneficiaries

Except as otherwise provided herein, nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights or remedies under or by reason of this Agreement.

(K) Joint Election Agreements

The County and the Participating Entity expressly understand and acknowledge that each may enter into other joint election agreements with other jurisdictions, to be held on Election Day and at common polling places covered by this Agreement. When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.053 of the Texas Civil Practice and Remedies Code unless both parties agree, in writing, to waive the confidentiality. Notwithstanding the foregoing, the parties intend to fully comply with the Texas Open Meetings Act and the Texas Public Information Act whenever applicable. The term “confidential” as used in this Agreement has the same meaning as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act.

(L) Addresses for Payments

Payments made to the County, or the Participating Entity under this Agreement shall be addressed to following respective addresses:

Travis County Clerk – Elections Division

P.O. Box 149325

Austin, Texas 78714

City of Leander c/o City Secretary

105 N. Brushy Street

Leander, TX 78641

- (M) This Agreement is effective upon execution by both parties and remains in effect until either party terminates this agreement for any reason upon providing 60 days written notice to the other party.
- (N) All times referenced in this Agreement are to Central Time, and in all instances, the time-stamp clock used by the Travis County Clerk's Office at 5501 Airport Boulevard in Austin, Texas is the official clock for determining the correct time.
- (O) The individuals below have been authorized to sign this Agreement.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, and this Agreement takes effect on the date it is fully executed by the Participation Entity, the Travis County Judge (on behalf of the Travis County Commissioners Court), and the Travis County Clerk.

[Signatures on following page]

City of Leander

BY: _____
Isaac D. Turner, Interim City Manager

DATE: February 15, 2024

TRAVIS COUNTY

BY: _____
Andy Brown (or his successor)
County Judge

DATE: _____

BY: _____
Dyana Limon-Mercado (or her successor)
County Clerk

DATE: _____

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE ORDERING AND ESTABLISHING PROCEDURES FOR THE 2024 GENERAL ELECTION IN THE CITY OF LEANDER TO ELECT A MAYOR AND COUNCILMEMBERS FOR THE OFFICES HELD BY PLACE 2, PLACE 4, AND PLACE 6; PROVIDING FOR NOTICE OF THE ELECTION; PROVIDING ELECTION PRECINCT AND POLLING PLACES; PROVIDING FOR EARLY VOTING; PROVIDING AN EFFECTIVE DATE AND OPEN MEETINGS CLAUSE; PROVIDING FOR THE INTERIM CITY MANAGER TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, on May 4, there shall be elected the following officials for this City: Mayor; Councilmember Place 2; Councilmember Place 4; and Councilmember Place 6.

WHEREAS, the Texas Election Code is applicable to said election and this ordinance establishes procedures consistent with the Code, and designates the voting place for the election;

WHEREAS, the City of Leander lies within the boundaries of Williamson and Travis Counties;

WHEREAS, the City of Leander, Texas (hereinafter the "City") approves and agrees to conducting the City General Election jointly with other political subdivisions in Williamson and Travis Counties in accordance with *Tex. Elec. Code, Chapter 271*; and

WHEREAS, the City is making provision to contract with the Williamson County and Travis County Elections Administrators to conduct the City's election for both Williamson County voters and Travis County voters, pursuant to *Chapter 31, Tex. Elec. Code, and Chapter 791, Tex. Gov't Code* (the "Election Services Contract");

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

Section 1. General Election. The General Election of the City shall be held on Saturday, May 4, 2024 to elect members of the City Council from the city at large for the offices of Mayor, Place 2, Place 4, and Place 6 to serve a term of three (3) years each. Candidates for the above offices shall file their application with the City Secretary of the City, at City Hall, 105 N. Brushy Street, Leander, Texas, between 8:00 a.m. on January 17, 2024 and 5:00 p.m. on February 16, 2024 excluding weekends and holidays. All applications for candidacy shall be on a form as prescribed by the *Tex. Elec. Code*. The order in which the names of the candidates for each office are to be printed on the ballot shall be determined by a drawing conducted by the City Secretary. The drawing will be held at 10:00 a.m. on February 22, 2024 at Pat Bryson Municipal Hall, Council Chambers, 201 N. Brushy Street, Leander, Texas.

Section 2. Ballots. The ballots used for the general election shall comply with the *Texas Election Code* and be in the form provided by the City to the Williamson and Travis Counties Elections Administrators for use on the respective voting devices used by each such jurisdiction.

Section 3. Printed Materials. The official ballots, together with such other election materials as are required by the *Tex. Elec. Code*, as amended, shall be printed in both the English and Spanish languages and shall contain

such provisions, markings and language as required by law.

Section 4. Notice of Election. Notice of the election shall be given in the manner as provided in the *Tex. Elec. Code* and the *City Charter*. A notice containing a substantial copy of this ordinance shall be posted on the bulletin board used for posting notice of meetings of the governing body at City Hall and at the aforesaid polling place not later than the twenty-first (21st) day before the election, and by publishing said Notice of Election at least one time, not earlier than thirty (30) days nor later than ten (10) days prior to said election, in an English and Spanish newspaper in general circulation in the City. The Williamson County Elections Administrator and the Travis County Elections Administrator are authorized and shall give all notices for their respective jurisdictions required for the election.

Section 5. Conduct of Election. The Williamson and Travis Counties Elections Administrators and his/her employees and appointees, and the election judges, alternate judges and clerks properly appointed for the election, shall hold and conduct the election for the City pursuant to the contracts for election services between the City of Leander and Williamson and Travis Counties. The election shall be held and conducted in compliance with state law and the Election Services Contract.

Section 6. Joint Election. The City agrees to conduct a joint election with other political subdivisions within Williamson County and within Travis County, provided that such political subdivisions hold an election on May 4, 2024 in all or part of the same territory as the City (the “Political Subdivisions”). The joint election for Political Subdivisions in Williamson and Travis Counties will be conducted in accordance with state law, this ordinance, and the respective Election Services Contracts.

Section 7. Election Precincts and Election Day Polling Places. The election precincts in the City located in Williamson County and Travis County shall be the election precincts established by Williamson and Travis Counties, provided that each shall contain and include geographic area that is within the City. The polling place for each election precinct shall be the polling place established by Williamson and Travis Counties as appropriate. The polls shall remain open on the day of the election from 7:00 a.m. to 7:00 p.m. The returns will be provided by precinct and the Williamson County and Travis County Elections Administrators shall tabulate and provide the election returns for votes cast by Williamson County and Travis County voters.

Section 8. Early Voting.

- (a) Early voting shall commence on Monday, April 22, 2024, and continue through Tuesday, April 30, 2024, and early voting polls shall remain open for the time specified by the *Texas Election Code* and the respective Elections Administrator.
- (b) The period to apply for a ballot by mail is January 1, 2024 through April 23, 2024. An application for ballot by mail (ABBM) must be received by the Early Voting Clerk no later than the close of business on April 23, 2024.
- (c) The period to apply for a federal postcard application (FPCA) is January 1, 2024 through April 23, 2024. An FPCA must be received by the Early Voting Clerk no later than the close of business on April 23, 2024.
- (d) Early Voting Conducted by the Williamson County Elections Administrator:
 - 1) Early voting, both by personal appearance and by mail will be conducted by the Williamson County Elections Administrator in accordance with the *Texas Election Code* for the qualified voters of the City residing in Williamson County. Bridget Escobedo is hereby designated and appointed as an Early Voting Clerk for the special election for qualified voters of the City residing in Williamson County.
 - 2) Applications for ballot by mail for qualified voters of the City residing in Williamson County shall be mailed to:

Bridget Escobedo
Williamson County Elections Administrator
Williamson County Elections Department

Mailing Address:

PO Box 209
Georgetown, TX 78627

Physical Address:

Williamson County Inner Loop Annex
Elections Department
301 SE Inner Loop Ste 104
Georgetown, TX 78626

Telephone Number: (512) 943-1630

Email Address: bbm@wilco.org

Website: <https://www.wilco.org/Departments/Elections>

- 3) The main early voting location for qualified voters of the City residing in Williamson County is: Leander Public Library, 1101 S. Bagdad Rd., Leander, Texas 78641.
- 4) Early voting for qualified voters of the City residing in Williamson County shall be held at the dates, times, and location authorized by the Williamson County Elections Administrator. Any early voting polling place may be added or changed by the Administrator upon compliance with applicable law.

(e) Early Voting Conducted by the Travis County Elections Administrator:

- 1) Early voting, both by personal appearance and by mail will be conducted by the Travis County Elections Administrator in accordance with the *Texas Election Code* for the qualified voters of the City residing in Travis County. Dyana Limon-Mercado, County Clerk, is hereby designated and appointed as an Early Voting Clerk for the special election for qualified voters of the City residing in Travis County.
- 2) Applications for ballot by mail for qualified voters of the City residing in Travis County shall be mailed to:

By mail:

Dyana Limon-Mercado, County Clerk
Travis County Early Voting Clerk
PO Box 149325
Austin, Texas 78714-9325

By Contract Carriers/ Fedex:

Elections Division
Travis County Clerk
5501 Airport Blvd.
Austin, Texas 78751

Telephone: (512) 238-8683

Email: ebbm@traviscountytexas.gov

Website: <https://elections.traviscountytexas.gov/>

- 3) The main early voting location for qualified voters of the City residing in Travis County is: Christ Episcopal Church, 3520 W Whitestone Blvd, Cedar Park, TX 78613.
- 4) Early voting for qualified voters of the City residing in Travis County shall be held at the dates, times, and location authorized by the Travis County Elections Administrator. Any early voting polling place may be added or changed by the Administrator upon

compliance with applicable law.

Section 9. Election Judges and Clerks. The presiding judges, alternate presiding judges and clerks for the election shall be selected and appointed by Williamson County and Travis County in compliance with the requirements of state law, and are hereby designated and appointed election officers for the holding of said election. The presiding judges, alternate presiding judges and clerks shall perform the functions and duties of their respective positions that are provided by state law.

Section 10. Accessible Voting System. The City of Leander authorizes Williamson County Elections Administrator to provide at least one ExpressVote® Universal Voting System and DS200 and DS300 Digital® Precinct Scanner may be acquired by any legal means available to including but not limited to lease or rental from the County of Williamson or from any other legal source, as authorized or required by Sections 123.032 and 123.035, Texas Election Code.

Section 11. City Secretary Assistance. The City Secretary is hereby authorized and instructed to aide the Williamson County and Travis County Elections Administrators in the acquisition and furnishing of all election supplies and materials necessary to conduct the election. The City Secretary is further authorized to assist with the giving of notices required for the election, and to take such other and further action as is required to conduct the election in compliance with the *Texas Election Code*; provided that, pursuant to the respective Election Services Contract between the City and the Williamson County Elections Administrator and the Travis County Elections Administrator shall have the duty and be responsible for organizing and conducting the election in compliance with the *Texas Election Code*; and for providing all services specified to be provided in the respective Election Services Contracts.

Section 12. General. The general election shall be held and conducted by the Williamson County and Travis County Elections Administrators in compliance with the *Tex. Elec. Code* and, to the extent not inconsistent therewith, the *City Charter*, and only resident qualified voters of the City shall be eligible to vote at the election. The Williamson County and Travis County Elections Administrators are hereby authorized and instructed to provide and furnish all necessary election supplies to conduct said election. Returns of the election shall be made known as soon as possible after the closing of the polls; and the election returns shall be canvassed by the City Council not earlier than May 7, 2024, nor later than May 15, 2024.

Section 13. Effective Date; Election Code. This ordinance shall be in full force and effect from and after its passage on the date shown below; provided that if any term or provision of this Ordinance conflicts with, or is inconsistent with, the Texas Elections Code, the Texas Election Code shall govern and control and the Williamson County Elections Administrator shall comply with the Texas Elections Code.

Section 14. Open Meetings. It is 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 *Chapt. 551, Tex. Gov't. Code*.

PASSED, ADOPTED AND APPROVED on this the 15 day of February, 2024.

CITY OF LEANDER, TEXAS

Christine DeLisle, Mayor

Attest:

Dara Crabtree, City Secretary

UNA ORDENANZA DE LA CIUDAD DE LEANDER, TX

ORDENANZA NO.

UNA ORDENANZA QUE PIDE Y ESTABLECE PROCEDIMIENTOS PARA LA ELECCIÓN GENERAL DE 2024 EN LA CIUDAD DE LEANDER PARA ELEGIR A CONSEJEROS PARA LAS OFICINAS CELEBRADAS POR EL ALCALDE Y LUGAR 2, LUGAR 4, Y LUGAR 6; PROVEYENDO AVISO DE LA ELECCIÓN; PROPORCIONANDO PRECINTO ELECTORAL Y LUGARES DE VOTACIÓN; PROVEYENDO PARA EL VOTO TEMPRANO; PROPORCIONAR UNA FECHA DE VIGENCIA Y UNA CLÁUSULA DE REUNIONES ABIERTAS; PROPORCIONANDO AL GERENTE ADMINISTRADOR INTERINO DE LA CIUDAD PARA EJECUTAR CUALQUIERA Y TODOS LOS DOCUMENTOS NECESARIOS; Y PROPORCIONANDO ASUNTOS RELACIONADOS.

POR CUANTO, el 4 de mayo, se elegirán los siguientes funcionarios para esta Ciudad: Alcalde, Concejal Lugar 2, Concejal Lugar 4, Concejal Lugar 6.

POR CUANTO, el Código Electoral de Texas es aplicable a dicha elección y esta ordenanza establece procedimientos consistentes con el Código, y designa el lugar de votación para la elección.

POR CUANTO, que la ciudad de Leander se encuentra dentro de los límites de los condados de Williamson y Travis

POR CUANTO, la Ciudad de Leander, TX (en adelante, la "Ciudad") aprueba y acuerda llevar a cabo la Elección General de la Ciudad conjuntamente con otras subdivisiones políticas en el Condado de Williamson y los Condados de Travis de conformidad con *Tex. Elec. Código, y el Capítulo 271*, y

POR CUANTO, la Ciudad está tomando disposiciones para contratar a los Administradores Electorales del Condado de Williamson y del Condado de Travis para llevar a cabo las elecciones de la Ciudad tanto para los votantes del Condado de Williamson como para los votantes del Condado de Travis, de conformidad con *el Capítulo 31, Tex. Elec. código, y el Capítulo 791, Tex Gov't Code* (el "Contrato de Servicios Electorales");

AHORA, POR LO TANTO, SE ORDENA Y DEMANDA POR EL CONCEJO MUNICIPAL DE LA CIUDAD DE LEANDER, TEXAS

Sección 1. Elección General. La Elección General de la Ciudad se llevará a cabo el sábado 4 de mayo de 2024 para elegir a los miembros del Concejo Municipal de la ciudad en general para las oficinas de Alcalde, Lugar 2, Lugar 4 y Lugar 6 para servir un término de tres (3) años cada uno. Los candidatos a las oficinas mencionadas deberán presentar su solicitud ante el Secretario de la Ciudad la ciudad que sirve samandato, en el Ayuntamiento, 105 N. Brushy Street, Leander, Texas, comenzando a las 8:00 a.m. del 17 de enero de 2024 y terminando a las 5:00 p.m. del 16 de febrero de 2024, excepto los fines de semana y días festivos. Todas las solicitudes para la candidatura deben estar en un formulario prescrito por *el Tex. Elec. Código*. El orden en que los nombres de los candidatos para cada oficina se imprimirán en la boleta se determinará mediante un sorteo

realizado por el Secretario de la Ciudad. El sorteo se llevará a cabo a las 10:00 a.m. del 22 de febrero de 2024 en Pat Bryson Municipal Hall, Cámaras del Consejo, 201 N. Brushy Street, Leander, Texas.

Sección 2. Boletas. Las boletas utilizadas para las elecciones generales deberán cumplir con el *Código Electoral de Texas* y estar en la forma provista por la Ciudad para el Administrador de Elecciones del Condado de Williamson y del Condado de Travis para su uso en los dispositivos de votación respectivos utilizados por cada jurisdicción.

Sección 3. Materiales impresos. Las boletas oficiales, junto con otros materiales electorales que sean requeridos por el Tex. Elec. El código, según enmendado, se imprimirá en los idiomas inglés y español y contendrá las disposiciones, las marcas y el lenguaje que requiera la ley.

Sección 4. Aviso de Elección. El aviso de la elección se dará de la manera que se estipula en el *Tex. Elec. Código y la Carta de la ciudad*. Se publicará un aviso que contenga una copia sustancial de esta ordenanza en el tablero de anuncios utilizado para publicar el aviso de las reuniones del cuerpo directivo en el Ayuntamiento y en el lugar de votación antes mencionado a más tardar el día veintiuno (21) antes de la elección, y publicando dicho Aviso de Elección al menos una vez, no antes de treinta (30) días ni más tarde de diez (10) días antes de dicha elección, en un periódico en inglés y español en circulación general en la Ciudad. El Administrador de Elecciones del Condado de Williamson y el Administrador de Elecciones del Condado de Travis están autorizados y darán todos los avisos de sus respectivas jurisdicciones requeridos para la elección.

Sección 5. Conducta de elección. El Administrador de Elecciones del Condado Williamson y sus empleados y personas designadas, y los jueces electorales, jueces suplentes y empleados debidamente designados para la elección, realizarán y conducirán las elecciones para la Ciudad de conformidad con el contrato de servicios electorales entre la Ciudad de Leander y Condado de Williamson y Condado de Travis. La elección se celebrará y llevará a cabo de conformidad con la legislación estatal y el contrato de servicios electorales.

Sección 6. Elección conjunta. La Ciudad acuerda realizar una elección conjunta con otras subdivisiones políticas dentro del Condado de Williamson y dentro del Condado de Travis, siempre que dichas subdivisiones políticas celebren una elección el 4 de mayo de 2024 en todo o parte del mismo territorio que la Ciudad (las "Subdivisiones Políticas") La elección conjunta para Subdivisiones Políticas en el Condado de Williamson y del Condado de Travis se llevará a cabo de conformidad con la ley estatal, esta ordenanza y el respectivo Contrato de Servicios Electorales.

Sección 7. Precintos electorales y lugares de votación el día de las elecciones. Los precintos electorales en la Ciudad ubicada en el Condado de Williamson y el Condado de Travis serán los precintos electorales establecidos por el Condado de Williamson, siempre que cada uno contendrá e incluirá el área geográfica dentro de la Ciudad. El lugar de votación para cada precinto electoral será el lugar de votación establecido por el Condado de Williamson y del Condado de Travis, según corresponda. Las urnas permanecerán abiertas el día de la elección de 7:00 a.m. a 7:00 p.m. Las declaraciones serán provistas por el distrito electoral y el Administradores de Elecciones del Condado de Williamson y del Condado de Travis tabulará y proporcionará las declaraciones de

las elecciones para los votos emitidos por los votantes del Condado de Williamson y del Condado de Travis.

Sección 8. Votación anticipada.

(a) La votación anticipada comenzará el lunes 22 de abril de 2024 y continuará hasta el martes 30 de abril de 2024, y las urnas de votación anticipada permanecerán abiertas durante el tiempo especificado por el Código Electoral de Texas y el Administrador de Elecciones respectivo.

(b) El período para solicitar una boleta por correo es del 1 de enero de 2024 al 23 de abril de 2024. El Secretario de Votación Anticipada debe recibir una solicitud de boleta por correo (ABBM) a más tardar al cierre de operaciones el 23 de abril, 2024.

(c) El período para solicitar una solicitud federal mediante tarjeta postal (FPCA) es del 1 de enero de 2024 al 23 de abril de 2024. El Secretario de Votación Anticipada debe recibir una FPCA a más tardar al cierre de operaciones del 23 de abril de 2024.

(d) Votación anticipada realizada por el Administrador de elecciones del condado de Williamson:

1) La votación anticipada, tanto en persona como por correo, será realizada por el Administrador de Elecciones del Condado de Williamson de acuerdo con el Código Electoral de Texas para los votantes calificados de la Ciudad que residen en el Condado de Williamson. Por la presente se designa y nombra a Bridget Escobedo como Secretaria de Votación Anticipada para la elección especial para votantes calificados de la Ciudad que residen en el Condado de Williamson.

2) Las solicitudes de boleta por correo para votantes calificados de la Ciudad que residen en el Condado de Williamson se enviarán por correo a:

Bridget Escobedo

Administrador de elecciones del condado de Williamson

Departamento de Elecciones del Condado de Williamson

Dirección de envío:

Apartado postal 209

Georgetown, Texas 78627

Dirección física:

Anexo del circuito interior del condado de Williamson

Departamento de Elecciones

301 SE Bucle interior Ste 104

Georgetown, Texas 78626

Número de Teléfono: (512) 943-1630

Dirección de correo electrónico: bbm@wilco.org

Sitio web: <https://www.wilco.org/Departments/Elections>

3) El principal lugar de votación anticipada para votantes calificados de la ciudad que residen en el condado de Williamson es: Leander Public Library, 1101 S. Bagdad Rd., Leander, Texas 78641.

4) La votación anticipada para votantes calificados de la Ciudad que residen en el Condado de Williamson se llevará a cabo en las fechas, horarios y lugares autorizados por el Administrador de Elecciones del Condado de Williamson. El Administrador puede agregar o cambiar cualquier lugar de votación anticipada según lo dispuesto en la ley aplicable.

(e) Votación anticipada realizada por el Administrador de elecciones del condado de Travis:

1) La votación anticipada, tanto en persona como por correo, será realizada por el Administrador de Elecciones del Condado de Travis de acuerdo con el Código Electoral de Texas para los votantes calificados de la Ciudad que residen en el Condado de Travis.

Dyana Limón-Mercado, Secretaria del Condado, por la presente queda designada y nombrada Secretaria de Votación Anticipada para la elección especial para votantes calificados de la Ciudad que residen en el Condado de Travis.

2) Las solicitudes de boleta por correo para votantes calificados de la Ciudad que residen en el Condado de Travis se enviarán por correo a:

Por correo:

Dyana Limón-Mercado, Secretaria del Condado
Secretario de votación anticipada del condado de Travis

Apartado postal 149325

Austin, Texas 78714-9325

Por transportistas contratados/Fedex:

División de Elecciones

Secretario del condado de Travis

5501 bulevar del aeropuerto.

Austin, Texas 78751

Teléfono: (512) 238-8683

Correo electrónico: ebbm@traviscountytexas.gov

Sitio web: <https://elections.traviscountytexas.gov/>

3) El principal lugar de votación anticipada para votantes calificados de la ciudad que residen en el condado de Travis es: Christ Episcopal Church, 3520 W Whitestone Blvd, Cedar Park, TX 78613.

4) La votación anticipada para votantes calificados de la Ciudad que residen en el Condado de Travis se llevará a cabo en las fechas, horarios y lugares autorizados por el Administrador de Elecciones del Condado de Travis. El Administrador puede agregar o cambiar cualquier lugar de votación anticipada según lo dispuesto en la ley aplicable.

Sección 9. Jueces y secretarios electorales. Los jueces presidentes, los jueces suplentes y los secretarios para las elecciones serán seleccionados y nombrados por el Condado de Williamson y del Condado de Travis en cumplimiento con los requisitos de la ley estatal, y por la presente se designan y nombran a los oficiales electorales para la celebración de dicha elección. Los jueces que presiden, los jueces suplentes y los secretarios deberán desempeñar las funciones y deberes de sus respectivas posiciones que son provistas por la ley estatal.

Sección 10. Sistema de Votación Accesible. La Ciudad de Leander autoriza al Administrador de Elecciones del Condado de Williamson a proporcionar al menos un Sistema de Votación Universal ExpressVote® y un Escáner de Recinto Digital DS200 y DS300 que se puede adquirir por cualquier medio legal disponible, incluido, entre otros, arrendamiento o alquiler del Condado de Williamson o de cualquier otra fuente legal, según lo autorizado o requerido por las Secciones 123.032 y 123.035 del Código Electoral de Texas.

Sección 11. Asistencia de la Secretaría de la Ciudad. Se autoriza e instruye al Secretario de la Ciudad para que ayude al Administrador de Elecciones del Condado de Williamson y del Condado de Travis en la adquisición y el suministro de todos los materiales y materiales electorales necesarios para llevar a cabo la elección. El Secretario de la Ciudad está además autorizado para ayudar con la entrega de los avisos requeridos para la elección, y tomar otras medidas adicionales que sean necesarias para llevar a cabo la elección de conformidad con el *Código Electoral de*

Texas; siempre que, conforme al respectivo Contrato de Servicios de Elecciones entre la Ciudad y el Administrador de Elecciones del Condado de Williamson y del Condado de Travis, los Administradores de Elecciones del Condado de Williamson y del Condado de Travis tengan el deber y sean responsables de organizar y conducir las elecciones de conformidad con el *Código Electoral de Texas*; y para proporcionar todos los servicios especificados a ser provistos en los respectivos Contratos de Servicios Electorales.

Sección 12. General. Las elecciones generales se llevarán a cabo y llevarán a cabo por los Administradores de Elecciones del Condado de Williamson y del Condado de Travis en cumplimiento con el *Tex. Elec. El código* y, en la medida no inconsistente con esto, *el Estatuto de la Ciudad*, y solo los votantes calificados residentes de la Ciudad serán elegibles para votar en la elección. Se autoriza e instruye al Administrador de Elecciones para que proporcione y proporcione todos los materiales electorales necesarios para llevar a cabo dicha elección. Las devoluciones de las elecciones se darán a conocer tan pronto como sea posible después del cierre de las urnas; y los resultados de las elecciones serán examinados por el Concejo Municipal no antes del 7 de mayo de 2024 ni después del 14 de mayo de 2024.

Sección 13. Fecha de vigencia; Código Electoral. Esta ordenanza estará en pleno vigor y efecto desde y después de su aprobación en la fecha que se muestra a continuación; siempre que cualquier término o disposición de esta Ordenanza entre en conflicto con, o sea inconsistente con, el Código Electoral de Texas, el Código Electoral de Texas regirá y controlará y el Administrador de Elecciones del Condado de Williamson cumplirá con el Código Electoral de Texas.

Sección 14. Reuniones Abiertas. Se encuentray se determina oficialmente que la reunión en la cual se aprobó esta Ordenanza fue abierta al público según sea necesario y que se dio aviso público de la hora, el lugar y el propósito de dicha reunión según lo exigido. *Cap. 551, Tex. Gov't. Código.*

ADOPTADO Y APROVADA este 15 de febrero de 2024.

CITY OF LEANDER, TEXAS

Christine DeLisle Alcalde

Dar de:

Dara Crabtree, Secretaria de la Ciudad



EXECUTIVE SUMMARY
2/15/2024

AGENDA SUBJECT:

Approval of an Ordinance ordering and establishing procedures for the 2024 Special Election in the City of Leander submitting to the voters the question of whether the Fire Fighters' and Police Officers' Civil Service Law should be adopted for the Leander Fire Department; providing for notice of the election; providing election precinct and polling places; providing for early voting; providing an effective date and open meetings clause; providing for the Interim City Manager to execute any and all necessary documents; and providing for related materials.

Aprobación de una Ordenanza que ordena y establece procedimientos para las Elecciones Especiales de 2024 en la Ciudad de Leander sometiendo a los votantes la cuestión de si se debe adoptar la Ley de Servicio Civil de Bomberos y Oficiales de Policía para el Departamento de Bomberos de Leander; prever notificación de la elección; proporcionar distritos electorales y lugares de votación; prever la votación anticipada; proporcionar una fecha de entrada en vigor y una cláusula de reuniones abiertas; disponer que el Administrador Municipal Interino ejecute todos y cada uno de los documentos necesarios; y provisión de materiales relacionados.

BACKGROUND:

A petition requesting an election to adopt the fire fighters' and police officers' civil service law, Chapter 143 of the Texas Local Government Code, for the Leander Fire Department (the "Petition") was submitted to the City Secretary's office on January 19, 2024. Because the City previously held an election on the question of adoption of the civil service statute for the Leander Fire Department, Section 143.004(d), Texas Local Government Code, requires that the number of signatures required for an election to be called is at least twenty percent (20%) of qualified voters of the municipality who voted in the most recent municipal election. The City Secretary's office reviewed the Petition and certified that the Petition meets the signature requirements set forth in Section 143.004(d). If the City receives a petition requesting adoption of the civil service law that is signed by the required number of qualified voters, then the City Council is required to order the election to be held on the first uniform election date that occurs after the petition is filed and that allows sufficient time to comply with other requirements of law. May 4, 2024 is the next uniform election date that occurs after the Petition was filed and that allows sufficient time to comply with other requirements of law.

HISTORY/TIMELINE:

- January 19, 2024: Petition submitted to City Secretary's Office
- February 1, 2024: City Secretary certifies that the Petition contains the required number of signatures to call the civil service election.

APPLICANT/AGENT:

RECOMMENDATION:

Recommend Approval of the Ordinance.

PRESENTER:

Dara Crabtree, City Secretary

Paige Saenz, City Attorney

Fiscal Impact

Attachments:

1. CivilServiceElectionOrdinance (English)
2. CivilServiceElectionOrdinance (Spanish)

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE ORDERING AND ESTABLISHING PROCEDURES FOR THE 2024 SPECIAL ELECTION IN THE CITY OF LEANDER SUBMITTING TO THE VOTERS THE QUESTION OF WHETHER THE FIRE FIGHTERS' AND POLICE OFFICERS' CIVIL SERVICE LAW SHOULD BE ADOPTED FOR THE LEANDER FIRE DEPARTMENT; PROVIDING FOR NOTICE OF THE ELECTION; PROVIDING ELECTION PRECINCT AND POLLING PLACES; PROVIDING FOR EARLY VOTING; PROVIDING AN EFFECTIVE DATE AND OPEN MEETINGS CLAUSE; PROVIDING FOR THE INTERIM CITY MANAGER TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS; AND PROVIDING FOR RELATED MATERIALS

WHEREAS, the City of Leander, Texas (the "City") received a petition submitted in accordance with Section 143.004, Texas Local Government Code on January 19, 2024 requesting an election to adopt the fire fighters' and police officers' civil service law, Chapter 143 of the Texas Local Government Code, for the Leander Fire Department (the "Petition");

WHEREAS, the City has previously held an election on the question of adoption of the civil service statute for the Leander Fire Department, and under Section 143.004(d), Texas Local Government Code, the number of signatures required for a petition requesting a subsequent election is at least twenty percent (20%) of qualified voters of the municipality who voted in the most recent municipal election;

WHEREAS, the City Secretary's office reviewed the Petition and certified that the Petition meets the signature requirements set forth in Section 143.004(d), Texas Local Government Code;

WHEREAS, Section 143.004, Texas Local Government Code, provides that if the City Council receives a petition requesting adoption of the civil service law that is signed by the required number of qualified voters, then the City Council shall order an election submitting the question to the voters to be held on the first uniform election date that occurs after the petition is filed and that allows sufficient time to comply with other requirements of law; and

WHEREAS, May 4, 2024 is the next uniform election date that occurs after the Petition was filed and that allows sufficient time to comply with other requirements of law;

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

Section 1. Special Election Ordered. The City Council of the City of Leander hereby orders a special election to be held on May 4, 2024, between the hours of 7:00 a.m. and 7:00 p.m. to submit to the qualified voters of the City a proposition allowing such voters to vote for or against the adoption of the fire fighters' and police officer's civil service law for the Leander Fire Department.

Section 2. Ballot and Proposition Language. The official ballots for said special election shall be prepared in accordance with the Texas Election Code so as to permit the electors to vote "YES" or "NO" as to the proposition, with the ballots to contain such provisions, markings, and language as required by law, and with such proposition to be expressed in a form substantially as follows:

**City of Leander Proposition A
Adoption of the Civil Service Law for the Fire Department**

Adoption of the fire fighters' and police officers' civil service law for the Leander
fire department

_____ YES _____ NO

Section 3. Printed Materials. The official ballots, together with such other election materials as are required by the *Texas Election Code*, as amended, shall be printed in both the English and Spanish languages and shall contain such provisions, markings and language as required by law.

Section 4. Notice of Election. Notice of the election shall be given in the manner as provided in the *Texas Election Code* and the *City Charter*. The notice of election shall be posted on the bulletin board used for posting notice of meetings of the governing body at City Hall and at other locations required by state law not later than the twenty-first (21st) day before the election, and by publishing said notice of election at least one time, not earlier than thirty (30) days nor later than ten (10) days prior to said election, in English and Spanish in a newspaper of general circulation in the City. The Williamson County Elections Administrator and the Travis County Elections Administrator are authorized and shall give all notices for their respective jurisdictions required for the election.

Section 5. Conduct of Election. The Williamson County Elections Administrator and his/her employees and appointees, and the election judges, alternate judges and clerks properly appointed for the election, shall hold and conduct the election for that part of the City located in Williamson County pursuant to the Election Services Contract between the City of Leander and Williamson County. The Travis County Elections Administrator and his/her employees and appointees, and the election judges, alternate judges and clerks properly appointed for the election, shall hold and conduct the election for that part of the City located in Travis County pursuant to the Election Services Contract between the City of Leander and Travis County. The election shall be held and conducted in compliance with the City Charter, state law, and the respective Election Services Contracts.

Section 6. Joint Election. The City agrees to conduct a joint election with other political subdivisions within Williamson County and within Travis County, provided that such political subdivisions hold an election on May 4, 2024, in all or part of the same territory as the City (the "Political Subdivisions"). The joint election for Political Subdivisions will be conducted in accordance with state law, this ordinance, and the respective Election Services Contracts.

Section 7. Election Precincts and Election Day Polling Places.

- (a) The election precincts for the election shall be the election precincts established by Williamson County for the territorial boundaries of the City located in Williamson County, and the election precincts established for Travis County for the territorial boundaries of the City located in Travis County, provided that each shall contain and include geographic area that is within the City.
- (b) The polling place for each election precinct located in Williamson County shall be the polling place established by Williamson County. The polling place for each election precinct located in Travis County shall be the polling place established by Travis County. The returns will be provided by precinct and the Williamson County Elections Administrator shall tabulate and provide the election returns for votes cast by Williamson County voters. The returns will be provided by precinct and the Travis County Elections Administrator shall tabulate and provide the election returns for votes cast by Travis County voters.

Section 8. Early Voting.

- (a) Early voting shall commence on Monday, April 22, 2024, and continue through Tuesday, April 30, 2024, and early voting polls shall remain open for the time specified by the *Texas Election Code* and the respective Elections Administrator.
- (b) The period to apply for a ballot by mail is January 1, 2024 through April 23, 2024. An application for ballot by mail (ABBM) must be received by the Early Voting Clerk no later than the close of business on April 23, 2024.
- (c) The period to apply for a federal postcard application (FPCA) is January 1, 2024 through April 23, 2024. An FPCA must be received by the Early Voting Clerk no later than the close of business on April 23, 2024.
- (d) Early Voting Conducted by the Williamson County Elections Administrator:
 - 1) Early voting, both by personal appearance and by mail will be conducted by the Williamson County Elections Administrator in accordance with the *Texas Election Code* for the qualified voters of the City residing in Williamson County. Bridget Escobedo is hereby designated and appointed as an Early Voting Clerk for the special election for qualified voters of the City residing in Williamson County.
 - 2) Applications for ballot by mail for qualified voters of the City residing in Williamson County shall be mailed to:

Bridget Escobedo
Williamson County Elections Administrator
Williamson County Elections Department

Mailing Address:
PO Box 209
Georgetown, TX 78627

Physical Address:
Williamson County Inner Loop Annex
Elections Department
301 SE Inner Loop Ste 104
Georgetown, TX 78626

Telephone Number: (512) 943-1630

Email Address: bbm@wilco.org

Website: <https://www.wilco.org/Departments/Elections>

- 3) The main early voting location for qualified voters of the City residing in Williamson County is: Leander Public Library, 1101 S. Bagdad Rd., Leander, Texas 78641.
- 4) Early voting for qualified voters of the City residing in Williamson County shall be held at the dates, times, and location authorized by the Williamson County Elections Administrator. Any early voting polling place may be added or changed by the Administrator upon compliance with applicable law.

(e) Early Voting Conducted by the Travis County Elections Administrator:

- 1) Early voting, both by personal appearance and by mail will be conducted by the Travis County Elections Administrator in accordance with the *Texas Election Code* for the qualified voters of the City residing in Travis County. Dyana Limon-Mercado, County Clerk, is hereby designated and appointed as an Early Voting Clerk for the special election for qualified voters of the City residing in Travis County.
- 2) Applications for ballot by mail for qualified voters of the City residing in Travis County shall be mailed to:

By mail:

Dyana Limon-Mercado, County Clerk
Travis County Early Voting Clerk
PO Box 149325
Austin, Texas 78714-9325

By Contract Carriers/ Fedex:

Elections Division
Travis County Clerk
5501 Airport Blvd.
Austin, Texas 78751

Telephone: (512) 238-8683

Email: ebbm@traviscountytexas.gov

Website: <https://elections.traviscountytexas.gov/>

- 3) The main early voting location for qualified voters of the City residing in Travis County is: Christ Episcopal Church, 3520 W Whitestone Blvd, Cedar Park, TX 78613.
- 4) Early voting for qualified voters of the City residing in Travis County shall be held at the dates, times, and location authorized by the Travis County Elections Administrator. Any early voting polling place may be added or changed by the Administrator upon compliance with applicable law.

Section 9. Election Judges and Clerks. The presiding judges, alternate presiding judges and clerks for the election shall be selected and appointed by Williamson County and Travis County, respectively, in compliance with the requirements of state law, and are hereby designated and appointed election officers for the holding of said election and such appointments are approved. The presiding judges, alternate presiding judges and clerks shall perform the functions and duties of their respective positions that are provided by state law.

Section 10. Accessible Voting System. The City of Leander authorizes Williamson County Elections Administrator to provide at least one ExpressVote® Universal Voting System and DS200 and DS300 Digital® Precinct Scanner may be acquired by any legal means available to

including but not limited to lease or rental from the County of Williamson or from any other legal source, as authorized or required by Sections 123.032 and 123.035, Texas Election Code.

Section 11. City Secretary Assistance. The City Secretary is hereby authorized and instructed to aide the Williamson and Travis County Elections Administrators in the acquisition and furnishing of all election supplies and materials necessary to conduct the election. The City Secretary is further authorized to assist with the giving of notices required for the election, and to take such other and further action as is required to conduct the election in compliance with the *Texas Election Code*; provided that, pursuant to the Election Services Contracts between the City and the Travis and Williamson County Elections Administrators, the Travis and Williamson County Elections Administrators shall have the duty and be responsible for organizing and conducting the election in compliance with the *Texas Election Code*; and for providing all services specified to be provided in the Election Services Contracts.

Section 12. Necessary Actions. The Mayor and the City Secretary of the City, in consultation with the City's Attorney, are hereby authorized and directed to take any and all actions necessary to comply with the provisions of the Election Code and Chapter 143, Texas Local Government Code in carrying out and conducting the Election, whether or not expressly authorized herein, including but not limited to making changes or additions to polling places, ballot language, or procedures to the extent required or desirable or as may become necessary due to circumstances arising after the date of this Ordinance.

Section 13. General. The election shall be held and conducted by the Williamson and Travis County Elections Administrators in compliance with the *Tex. Elec. Code* and, to the extent not inconsistent therewith, the *City Charter*, and only resident qualified voters of the City shall be eligible to vote at the election. The Election Officers are hereby authorized and instructed to provide and furnish all necessary election supplies, materials, and equipment to conduct said election. Returns of the election shall be made known as soon as possible after the closing of the polls; and the election returns shall be canvassed by the City Council not earlier than May 7, 2024 nor later than May 15, 2024.

Section 14. Authorization to Execute. The Mayor is authorized to execute and the City Secretary is authorized to attest this Ordinance on behalf of the Council; and the Mayor or the Interim City Manager, as appropriate, are authorized to do all other things legal and necessary in connection with the holding and consummation of the Election.

Section 15. Effective Date; Election Code; Preamble. This ordinance shall be in full force and effect from and after its passage on the date shown below; provided that if any term or provision of this Ordinance conflicts with, or is inconsistent with, the Texas Elections Code, the Texas Election Code shall govern and control and the Williamson County Elections Administrator and the Travis County Elections Administrator shall comply with the Texas Elections Code. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Ordinance for all purposes as part of the findings of Council.

Section 16. Severability. If any provision, section of this ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions

or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared to be severable.

Section 17. Open Meetings. It is 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 *Chapt. 551, Tex. Gov't. Code*.

PASSED, ADOPTED AND APPROVED on this the 15th day of February, 2024.

Attest:

CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor

UNA ORDENANZA DE LA CIUDAD DE LEANDER, TEXAS

ORDENANZA NO.

UNA ORDENANZA QUE ORDENA Y ESTABLECE PROCEDIMIENTOS PARA LAS ELECCIONES ESPECIALES DE 2024 EN LA CIUDAD DE LEANDER QUE PRESENTA A LOS VOTANTES LA PREGUNTA DE SI LA LEY DE SERVICIO CIVIL DE BOMBEROS Y OFICIALES DE POLICÍA DEBE ADOPTARSE PARA EL DEPARTAMENTO DE BOMBEROS DE LEANDER; DISPUESTO PARA EL AVISO DE LA ELECCIÓN; PROPORCIONAR PRECINTOS ELECTORALES Y LUGARES DE VOTACIÓN; DISPOSICIÓN PARA LA VOTACIÓN ANTICIPADA; PROPORCIONANDO UNA FECHA DE VIGENCIA Y CLÁUSULA DE REUNIONES ABIERTAS; DISPONER QUE EL ADMINISTRADOR INTERINO DE LA CIUDAD EJECUTE TODOS LOS DOCUMENTOS NECESARIOS; Y PROPORCIONAR MATERIALES RELACIONADOS.

POR CUANTO, que la Ciudad de Leander, Texas (la "Ciudad") recibió una petición presentada de conformidad con la Sección 143.004 del Código de Gobierno Local de Texas el 19 de enero de 2024 solicitando una elección para adoptar la ley de servicio civil para bomberos y agentes de policía, Capítulo 143 del Código de Gobierno Local de Texas, para el Departamento de Bomberos de Leander (la "Petición");

POR CUANTO, la Ciudad ha celebrado previamente una elección sobre la cuestión de la adopción del estatuto de servicio civil para el Departamento de Bomberos de Leander, y bajo la Sección 143.004(d), Código de Gobierno Local de Texas, el número de firmas requeridas para una petición solicitando una elección posterior sea al menos el veinte por ciento (20%) de los electores calificados del municipio que votaron en la más reciente elección municipal;

POR CUANTO, la oficina del Secretario de la Ciudad revisó la Petición y certificó que cumple con los requisitos de firma establecidos en la Sección 143.004(d) del Código de Gobierno Local de Texas;

POR CUANTO, la Sección 143.004 del Código de Gobierno Local de Texas establece que si el Concejo Municipal recibe una petición solicitando la adopción de la ley de servicio civil firmada por el número requerido de votantes calificados, entonces el Concejo Municipal ordenará una elección sometiendo la cuestión al los votantes se celebrarán en la primera fecha de elección uniforme que ocurra después de que se presente la petición y que permita tiempo suficiente para cumplir con otros requisitos de la ley; y

POR CUANTO, que el 4 de mayo de 2024 es la próxima fecha de elección uniforme que ocurre después de que se presentó la Petición y que permite tiempo suficiente para cumplir con otros requisitos de la ley;

AHORA, POR LO TANTO, EL CONCEJO MUNICIPAL DE LA CIUDAD DE LEANDER, TEXAS ORDENA:

Sección 1. Se ordena elección especial. El Concejo Municipal de la Ciudad de Leander por la presente ordena que se celebre una elección especial el 4 de mayo de 2024, entre las 7:00 a. m. y las 7:00 p. m. presentar a los votantes calificados de la Ciudad una propuesta que les permita votar a favor o en contra de la adopción de la ley de servicio civil de bomberos y oficiales de policía para el Departamento de Bomberos de Leander.

Sección 2. Idioma de la boleta y de la propuesta. Las boletas oficiales para dicha elección especial se prepararán de acuerdo con el Código Electoral de Texas para permitir a los electores votar “SÍ” o “NO” en cuanto a la propuesta, y las boletas deberán contener las disposiciones, marcas y lenguaje que se requieran. requerido por la ley, y con tal proposición que deberá expresarse en la forma sustancialmente como sigue:

**Propuesta A de la ciudad de Leander
Adopción de la Ley de Servicio Civil para el Cuerpo de Bomberos**

Adopción de la ley sobre la función pública de bomberos y policías en el cuerpo de bomberos de Leander

_____ SÍ _____ NO

Sección 3. Materiales impresos. Las boletas oficiales, junto con otros materiales electorales requeridos por el Código Electoral de Texas, según enmendado, se imprimirán en inglés y español y contendrán las disposiciones, marcas y lenguaje requeridos por la ley.

Sección 4. Aviso de Elección. El aviso de la elección se dará de la manera prevista en el Código Electoral de Texas y los Estatutos de la Ciudad. El aviso de elección se publicará en el tablero de anuncios utilizado para publicar avisos de reuniones del órgano rector en el Ayuntamiento y en otros lugares requeridos por la ley estatal a más tardar el vigésimo primer (21) día antes de la elección, y mediante la publicación dicho aviso de elección al menos una vez, no antes de treinta (30) días ni después de diez (10) días antes de dicha elección, en inglés y español en un periódico de circulación general en la Ciudad. El Administrador de Elecciones del Condado de Williamson y el Administrador de Elecciones del Condado de Travis están autorizados y darán todos los avisos para sus respectivas jurisdicciones requeridos para la elección.

Sección 5. Realización de la elección. El Administrador de Elecciones del Condado de Williamson y sus empleados y personas designadas, y los jueces electorales, jueces suplentes y secretarios debidamente designados para la elección, celebrarán y conducirán la elección para esa parte de la Ciudad ubicada en el Condado de Williamson de conformidad con el Contrato de Servicios Electorales. entre la ciudad de Leander y el condado de Williamson. El Administrador de Elecciones del Condado de Travis y sus empleados y personas designadas, y los jueces electorales, jueces suplentes y secretarios debidamente designados para la elección, celebrarán y

conducirán la elección para esa parte de la Ciudad ubicada en el Condado de Travis de conformidad con el Contrato de Servicios Electorales. entre la ciudad de Leander y el condado de Travis. La elección se llevará a cabo y se celebrará de conformidad con los Estatutos de la Ciudad, la ley estatal y los respectivos Contratos de Servicios Electorales.

Sección 6. Elección conjunta. La Ciudad acepta realizar una elección conjunta con otras subdivisiones políticas dentro del Condado de Williamson y dentro del Condado de Travis, siempre que dichas subdivisiones políticas celebren una elección el 4 de mayo de 2024, en todo o parte del mismo territorio que la Ciudad (las “Subdivisiones Políticas”). La elección conjunta de Subdivisiones Políticas se llevará a cabo de conformidad con la ley estatal, esta ordenanza y los respectivos Contratos de Servicios Electorales.

Sección 7. Recintos electorales y lugares de votación el día de las elecciones.

- (a) Los precintos electorales para la elección serán los precintos electorales establecidos por el Condado de Williamson para los límites territoriales de la Ciudad ubicada en el Condado de Williamson, y los precintos electorales establecidos para el Condado de Travis para los límites territoriales de la Ciudad ubicada en el Condado de Travis, siempre que cada uno contenga e incluya el área geográfica que se encuentra dentro de la Ciudad.
- (b) El lugar de votación para cada distrito electoral ubicado en el condado de Williamson será el lugar de votación establecido por el condado de Williamson. El lugar de votación para cada distrito electoral ubicado en el Condado de Travis será el lugar de votación establecido por el Condado de Travis. Las declaraciones se proporcionarán por distrito electoral y el Administrador de Elecciones del Condado de Williamson tabulará y proporcionará las declaraciones electorales de los votos emitidos por los votantes del Condado de Williamson. Las declaraciones se proporcionarán por distrito electoral y el Administrador de Elecciones del Condado de Travis tabulará y proporcionará las declaraciones electorales de los votos emitidos por los votantes del Condado de Travis.

Sección 8. Votación anticipada.

- (a) La votación anticipada comenzará el lunes 22 de abril de 2024 y continuará hasta el martes 30 de abril de 2024, y las urnas de votación anticipada permanecerán abiertas durante el tiempo especificado por el Código Electoral de Texas y el Administrador de Elecciones respectivo.
- (b) El período para solicitar una boleta por correo es del 1 de enero de 2024 al 23 de abril de 2024. El Secretario de Votación Anticipada debe recibir una solicitud de boleta por correo (ABBM) a más tardar al cierre de operaciones el 23 de abril. , 2024.
- (c) El período para solicitar una solicitud federal mediante tarjeta postal (FPCA) es del 1 de enero de 2024 al 23 de abril de 2024. El Secretario de Votación Anticipada debe recibir una FPCA a más tardar al cierre de operaciones del 23 de abril de 2024.
- (d) Votación anticipada realizada por el Administrador de elecciones del condado de Williamson:
 - 1) La votación anticipada, tanto en persona como por correo, será realizada por el Administrador de Elecciones del Condado de Williamson de acuerdo con el Código Electoral de Texas para los votantes calificados de la Ciudad que residen en el Condado de Williamson. Por la presente se designa y nombra a Bridget Escobedo como Secretaria

de Votación Anticipada para la elección especial para votantes calificados de la Ciudad que residen en el Condado de Williamson.

2) Las solicitudes de boleta por correo para votantes calificados de la Ciudad que residen en el Condado de Williamson se enviarán por correo a:

Bridget Escobedo

Administrador de elecciones del condado de Williamson

Departamento de Elecciones del Condado de Williamson

Dirección de envío:

Apartado postal 209

Georgetown, Texas 78627

Dirección física:

Anexo del circuito interior del condado de Williamson

Departamento de Elecciones

301 SE Bucle interior Ste 104

Georgetown, Texas 78626

Número de Teléfono: (512) 943-1630

Dirección de correo electrónico: bbm@wilco.org

Sitio web: <https://www.wilco.org/Departments/Elections>

3) El principal lugar de votación anticipada para votantes calificados de la ciudad que residen en el condado de Williamson es: Leander Public Library, 1101 S. Bagdad Rd., Leander, Texas 78641.

4) La votación anticipada para votantes calificados de la Ciudad que residen en el Condado de Williamson se llevará a cabo en las fechas, horarios y lugares autorizados por el Administrador de Elecciones del Condado de Williamson. El Administrador puede agregar o cambiar cualquier lugar de votación anticipada según lo dispuesto en la ley aplicable.

(e) Votación anticipada realizada por el Administrador de elecciones del condado de Travis:

1) La votación anticipada, tanto en persona como por correo, será realizada por el Administrador de Elecciones del Condado de Travis de acuerdo con el Código Electoral de Texas para los votantes calificados de la Ciudad que residen en el Condado de Travis. Dyana Limón-Mercado, Secretaria del Condado, por la presente queda desestimada.

2) Las solicitudes de boleta por correo para votantes calificados de la Ciudad que residen en el Condado de Travis se enviarán por correo a:

Por correo:

Dyana Limón-Mercado, Secretaria del Condado

Secretario de votación anticipada del condado de Travis

Apartado postal 149325

Austin, Texas 78714-9325

Por transportistas contratados/Fedex:

División de Elecciones

Secretario del condado de Travis

5501 Airport Boulevard

Austin, Texas 78751

Teléfono: (512) 238-8683

Correo electrónico: ebbm@traviscountytx.gov

Sitio web: <https://elections.traviscountytx.gov/>

3) El principal lugar de votación anticipada para votantes calificados de la ciudad que residen en el condado de Travis es: Christ Episcopal Church, 3520 W Whitestone Blvd, Cedar Park, TX 78613.

4) La votación anticipada para votantes calificados de la Ciudad que residen en el Condado de Travis se llevará a cabo en las fechas, horarios y lugares autorizados por el Administrador de Elecciones del Condado de Travis. El Administrador puede agregar o cambiar cualquier lugar de votación anticipada según lo dispuesto en la ley aplicable.

Sección 9. Jueces y Secretarios Electorales. Los jueces presidentes, los jueces presidentes suplentes y los secretarios de la elección serán seleccionados y designados por el condado de Williamson y el condado de Travis, respectivamente, de conformidad con los requisitos de la ley estatal, y por la presente quedan designados y nombrados funcionarios electorales para la celebración de dicha elección y dichos nombramientos sean aprobados. Los jueces presidentes, jueces presidentes suplentes y secretarios desempeñarán las funciones y deberes de sus respectivos cargos que les disponga la ley estatal.

Sección 10. Sistema de Votación Accesible. La Ciudad de Leander autoriza al Administrador de Elecciones del Condado de Williamson a proporcionar al menos un Sistema de Votación Universal ExpressVote® y un Escáner de Recinto Digital DS200 y DS300 que se puede adquirir por cualquier medio legal disponible, incluido, entre otros, arrendamiento o alquiler del Condado de Williamson o de cualquier otra fuente legal, según lo autorizado o requerido por las Secciones 123.032 y 123.035 del Código Electoral de Texas.

Sección 11. Asistencia del Secretario de la Ciudad. Por la presente se autoriza e instruye al Secretario de la Ciudad para ayudar a los Administradores Electorales de los Condados de Williamson y Travis en la adquisición y suministro de todos los suministros y materiales electorales necesarios para llevar a cabo la elección. El Secretario de la Ciudad está además autorizado a ayudar con la entrega de los avisos necesarios para la elección y a tomar otras medidas adicionales que sean necesarias para llevar a cabo la elección de conformidad con el Código Electoral de Texas; siempre que, de conformidad con los Contratos de Servicios Electorales entre la Ciudad y los Administradores de Elecciones de los Condados de Travis y Williamson, los Administradores de Elecciones de los Condados de Travis y Williamson tendrán el deber y serán responsables de organizar y conducir la elección de conformidad con el Código Electoral de Texas; y para proporcionar todos los servicios especificados en los Contratos de Servicios Electorales.

Sección 12. Acciones necesarias. Por la presente se autoriza y ordena al Alcalde y al Secretario de la Ciudad, en consulta con el Abogado de la Ciudad, a tomar todas y cada una de las acciones necesarias para cumplir con las disposiciones del Código Electoral y el Capítulo 174 del Código de Gobierno Local de Texas al llevar a cabo y celebrar la Elección, ya sea que esté expresamente autorizado o no en este documento, lo que incluye, entre otros, realizar cambios o adiciones a los lugares de votación, al lenguaje de la boleta o a los procedimientos en la medida requerida o deseable o que pueda ser necesaria debido a circunstancias que surjan después de la fecha de esta Ordenanza.

Sección 13. Generalidades. La elección será realizada y dirigida por los Administradores de Elecciones de los Condados de Williamson y Travis de conformidad con la Ley Electoral de Texas. Código y, en la medida que no sea incompatible con el mismo, los Estatutos de la Ciudad, y solo los votantes calificados residentes de la Ciudad serán elegibles para votar en la elección. Por la presente, los Oficiales Electorales quedan autorizados e instruidos para proporcionar y proveer todos los suministros, materiales y equipos electorales necesarios para llevar a cabo dicha elección. Los resultados de las elecciones se darán a conocer lo antes posible después del cierre de las urnas; y los resultados de las elecciones serán examinados por el Concejo Municipal no antes del 7 de mayo de 2024 ni después del 15 de mayo de 2024.

Sección 14. Autorización para ejecutar. El Alcalde está autorizado a ejecutar y el Secretario de la Ciudad está autorizado a dar fe de esta Ordenanza en nombre del Concejo; y el Alcalde o el Administrador Municipal Interino, según corresponda, están autorizados a hacer todas las demás cosas legales y necesarias en relación con la celebración y consumación de la Elección.

Sección 15. Fecha de vigencia; Código Electoral; Preámbulo. Esta ordenanza estará en pleno vigor y efecto desde y después de su aprobación en la fecha que se muestra a continuación; siempre que si algún término o disposición de esta Ordenanza entra en conflicto o es inconsistente con el Código Electoral de Texas, el Código Electoral de Texas regirá y controlará y el Administrador de Elecciones del Condado de Williamson y el Administrador de Elecciones del Condado de Travis cumplirán con el Código Electoral de Texas. . Por la presente se considera que los considerandos contenidos en el preámbulo del presente son ciertos y dichos considerandos se incluyen en esta Ordenanza para todos los fines como parte de las conclusiones del Consejo.

Sección 16. Divisibilidad. Si alguna disposición, sección de esta ordenanza o la aplicación de cualquier disposición a cualquier persona o circunstancia se considera inválida, la invalidez no afectará otras disposiciones o aplicaciones de la ordenanza que puedan entrar en vigor sin la disposición o aplicación inválida, y a esta Al término de lo dispuesto en esta ordenanza se declara divisible.

Sección 17. Reuniones abiertas. Se conetata y determina oficialmente que la reunión en la que se aprobó esta Ordenanza estuvo abierta al público según lo requerido y que se dio aviso público de la hora, lugar y propósito de dicha reunión según lo requerido. Capítulo. 551, Gobierno de Texas. Código.

APROBADO, ADOPTADO Y APROBADO el día 15 de febrero de 2024.

Atestigua:

CIUDAD DE LEANDER, TEXAS

Dara Crabtree, Secretaria de la Ciudad

Christine DeLisle, Alcaldesa



EXECUTIVE SUMMARY
2/15/2024

AGENDA SUBJECT:

Approval of an Ordinance ordering and establishing procedures for the 2024 Special Election in the City of Leander submitting to the voters the question of whether the Fire and Police Employee Relations Act should be adopted for the Leander Fire Department; providing for notice of the election; providing election precinct and polling places; providing for early voting; providing an effective date and open meetings clause; providing for the Interim City Manager to execute any and all necessary documents; and providing for related materials.

Aprobación de una Ordenanza que ordena y establece procedimientos para las Elecciones Especiales de 2024 en la Ciudad de Leander, presentando a los votantes la cuestión de si la Ley de Relaciones con los Empleados de la Policía y los Bomberos debe adoptarse para el Departamento de Bomberos de Leander; prever notificación de la elección; proporcionar distritos electorales y lugares de votación; prever la votación anticipada; proporcionar una fecha de entrada en vigor y una cláusula de reuniones abiertas; disponer que el Administrador Municipal Interino ejecute todos y cada uno de los documentos necesarios; y provisión de materiales relacionados.

BACKGROUND:

A petition requesting an election to adopt the Fire and Police Employee Relations Act (Chapter 174 of the Texas Local Government Code) for the Leander Fire Department (the “Petition”) was submitted to the City Secretary’s office on January 19, 2024. The City Secretary’s office reviewed the Petition and certified that the Petition meets the signature requirements set forth in Section 174.051, Texas Local Government Code. If the City receives a petition requesting adoption of the Fire and Police Employee Relations Act that is signed by the required number of qualified voters, then the City Council is required to order the election to be held on the first uniform election date that occurs after the petition is filed and that allows sufficient time to comply with other requirements of law. May 4, 2024 is the next uniform election date that occurs after the Petition was filed and that allows sufficient time to comply with other requirements of law.

HISTORY/TIMELINE:

- January 19, 2024: Petition submitted to City Secretary’s Office
- February 1, 2024: City Secretary certifies that the Petition contains the required number of signatures to call the election.

APPLICANT/AGENT:

RECOMMENDATION:

Recommend Approval of the Ordinance.

PRESENTER:

Dara Crabtree, City Secretary
Paige Saenz, City Attorney

Fiscal Impact

Attachments:

1. CollectiveBargainingElectionOrdinance (English)
2. CollectiveBargainingElectionOrdinance (Spanish)

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE ORDERING AND ESTABLISHING PROCEDURES FOR THE 2024 SPECIAL ELECTION IN THE CITY OF LEANDER SUBMITTING TO THE VOTERS THE QUESTION OF WHETHER THE FIRE AND POLICE EMPLOYEE RELATIONS ACT SHOULD BE ADOPTED FOR THE LEANDER FIRE DEPARTMENT; PROVIDING FOR NOTICE OF THE ELECTION; PROVIDING ELECTION PRECINCT AND POLLING PLACES; PROVIDING FOR EARLY VOTING; PROVIDING AN EFFECTIVE DATE AND OPEN MEETINGS CLAUSE; PROVIDING FOR THE INTERIM CITY MANAGER TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS; AND PROVIDING FOR RELATED MATERIALS.

WHEREAS, the City of Leander, Texas (the "City") received a petition submitted in accordance with Section 174.051, Texas Local Government Code on January 19, 2024 requesting an election to adopt the Fire and Police Employee Relations Act (Chapter 174 of the Texas Local Government Code) for the Leander Fire Department (the "Petition");

WHEREAS, the City Secretary's office reviewed the Petition and certified that the Petition meets the signature requirements set forth in Section 174.051(a), Texas Local Government Code;

WHEREAS, Section 174.051, Texas Local Government Code, provides that if the City Council receives a petition requesting adoption of the Fire and Police Employee Relations Act that is signed by the required number of qualified voters, then the City Council shall order an election submitting the question to the voters to be held on the first uniform election date that occurs after the petition is filed and that allows sufficient time to comply with other requirements of law; and

WHEREAS, May 4, 2024 is the next uniform election date that occurs after the Petition was filed and that allows sufficient time to comply with other requirements of law;

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

Section 1. Special Election Ordered. The City Council of the City of Leander hereby orders a special election to be held on May 4, 2024, between the hours of 7:00 a.m. and 7:00 p.m. to submit to the qualified voters of the City a proposition allowing such voters to vote for or against the adoption of the Fire and Police Employee Relations Act for the Leander Fire Department.

Section 2. Ballot and Proposition Language. The official ballots for said special election shall be prepared in accordance with the Texas Election Code so as to permit the electors to vote "YES" or "NO" as to the proposition, with the ballots to contain such provisions, markings, and language as required by law, and with such proposition to be expressed in a form substantially as follows:

City of Leander Proposition B
Adoption of the Fire and Police Employee Relations Act for the Fire Department

Adoption of the state law applicable to fire fighters that establishes collective bargaining if a majority of the affected employees favor representation by an employees association, preserves the prohibition against strikes and lockouts, and provides penalties for strikes and lockouts."

_____ YES _____ NO

Section 3. Printed Materials. The official ballots, together with such other election materials as are required by the *Texas Election Code*, as amended, shall be printed in both the English and Spanish languages and shall contain such provisions, markings and language as required by law.

Section 4. Notice of Election. Notice of the election shall be given in the manner as provided in the *Texas Election Code* and the *City Charter*. The notice of election shall be posted on the bulletin board used for posting notice of meetings of the governing body at City Hall and at other locations required by state law not later than the twenty-first (21st) day before the election, and by publishing said notice of election at least one time, not earlier than thirty (30) days nor later than ten (10) days prior to said election, in English and Spanish in a newspaper of general circulation in the City. The Williamson County Elections Administrator and the Travis County Elections Administrator are authorized and shall give all notices for their respective jurisdictions required for the election.

Section 5. Conduct of Election. The Williamson County Elections Administrator and his/her employees and appointees, and the election judges, alternate judges and clerks properly appointed for the election, shall hold and conduct the election for that part of the City located in Williamson County pursuant to the Election Services Contract between the City of Leander and Williamson County. The Travis County Elections Administrator and his/her employees and appointees, and the election judges, alternate judges and clerks properly appointed for the election, shall hold and conduct the election for that part of the City located in Travis County pursuant to the Election Services Contract between the City of Leander and Travis County. The election shall be held and conducted in compliance with the City Charter, state law, and the respective Election Services Contracts.

Section 6. Joint Election. The City agrees to conduct a joint election with other political subdivisions within Williamson County and within Travis County, provided that such political subdivisions hold an election on May 4, 2024, in all or part of the same territory as the City (the "Political Subdivisions"). The joint election for Political Subdivisions will be conducted in accordance with state law, this ordinance, and the respective Election Services Contracts.

Section 7. Election Precincts and Election Day Polling Places.

- (a) The election precincts for the election shall be the election precincts established by Williamson County for the territorial boundaries of the City located in Williamson County, and the election precincts established for Travis County for the territorial boundaries of the City located in Travis County, provided that each shall contain and include geographic area that is within the City.

- (b) The polling place for each election precinct located in Williamson County shall be the polling place established by Williamson County. The polling place for each election precinct located in Travis County shall be the polling place established by Travis County. The returns will be provided by precinct and the Williamson County Elections Administrator shall tabulate and provide the election returns for votes cast by Williamson County voters. The returns will be provided by precinct and the Travis County Elections Administrator shall tabulate and provide the election returns for votes cast by Travis County voters.

Section 8. Early Voting.

- (a) Early voting shall commence on Monday, April 22, 2024, and continue through Tuesday, April 30, 2024, and early voting polls shall remain open for the time specified by the *Texas Election Code* and the respective Elections Administrator.
- (b) The period to apply for a ballot by mail is January 1, 2024 through April 23, 2024. An application for ballot by mail (ABBM) must be received by the Early Voting Clerk no later than the close of business on April 23, 2024.
- (c) The period to apply for a federal postcard application (FPCA) is January 1, 2024 through April 23, 2024. An FPCA must be received by the Early Voting Clerk no later than the close of business on April 23, 2024.
- (d) Early Voting Conducted by the Williamson County Elections Administrator:
- 1) Early voting, both by personal appearance and by mail will be conducted by the Williamson County Elections Administrator in accordance with the *Texas Election Code* for the qualified voters of the City residing in Williamson County. Bridget Escobedo is hereby designated and appointed as an Early Voting Clerk for the special election for qualified voters of the City residing in Williamson County.
 - 2) Applications for ballot by mail for qualified voters of the City residing in Williamson County shall be mailed to:
Bridget Escobedo
Williamson County Elections Administrator
Williamson County Elections Department
Mailing Address:
PO Box 209
Georgetown, TX 78627
Physical Address:
Williamson County Inner Loop Annex
Elections Department
301 SE Inner Loop Ste 104
Georgetown, TX 78626
Telephone Number: (512) 943-1630
Email Address: bbm@wilco.org
Website: <https://www.wilco.org/Departments/Elections>
 - 3) The main early voting location for qualified voters of the City residing in Williamson County is: Leander Public Library, 1101 S. Bagdad Rd., Leander, Texas 78641.
 - 4) Early voting for qualified voters of the City residing in Williamson County shall be held at the dates, times, and location authorized by the Williamson County Elections Administrator. Any early voting polling place may be added or changed by the Administrator upon compliance with applicable law.

(e) Early Voting Conducted by the Travis County Elections Administrator:

- 1) Early voting, both by personal appearance and by mail will be conducted by the Travis County Elections Administrator in accordance with the *Texas Election Code* for the qualified voters of the City residing in Travis County. Dyana Limon-Mercado, County Clerk, is hereby designated and appointed as an Early Voting Clerk for the special election for qualified voters of the City residing in Travis County.
- 2) Applications for ballot by mail for qualified voters of the City residing in Travis County shall be mailed to:

By mail:

Dyana Limon-Mercado, County Clerk
Travis County Early Voting Clerk
PO Box 149325
Austin, Texas 78714-9325

By Contract Carriers/ Fedex:

Elections Division
Travis County Clerk
5501 Airport Blvd.
Austin, Texas 78751

Telephone: (512) 238-8683

Email: ebbm@traviscountytexas.gov

Website: <https://elections.traviscountytexas.gov/>

- 3) The main early voting location for qualified voters of the City residing in Travis County is: Christ Episcopal Church, 3520 W Whitestone Blvd, Cedar Park, TX 78613.
- 4) Early voting for qualified voters of the City residing in Travis County shall be held at the dates, times, and location authorized by the Travis County Elections Administrator. Any early voting polling place may be added or changed by the Administrator upon compliance with applicable law.

Section 9. Election Judges and Clerks. The presiding judges, alternate presiding judges and clerks for the election shall be selected and appointed by Williamson County and Travis County, respectively, in compliance with the requirements of state law, and are hereby designated and appointed election officers for the holding of said election and such appointments are approved. The presiding judges, alternate presiding judges and clerks shall perform the functions and duties of their respective positions that are provided by state law.

Section 10. Accessible Voting System. The City of Leander authorizes Williamson County Elections Administrator to provide at least one ExpressVote® Universal Voting System and DS200 and DS300 Digital® Precinct Scanner may be acquired by any legal means available to including but not limited to lease or rental from the County of Williamson or from any other legal source, as authorized or required by Sections 123.032 and 123.035, Texas Election Code.

Section 11. City Secretary Assistance. The City Secretary is hereby authorized and instructed to aide the Williamson and Travis County Elections Administrators in the acquisition and furnishing of all election supplies and materials necessary to conduct the election. The City Secretary is further authorized to assist with the giving of notices required for the election, and to take such other and further action as is required to conduct the election in compliance with the *Texas Election Code*; provided that, pursuant to the Election Services Contracts between the City and the Travis and

Williamson County Elections Administrators, the Travis and Williamson County Elections Administrators shall have the duty and be responsible for organizing and conducting the election in compliance with the *Texas Election Code*; and for providing all services specified to be provided in the Election Services Contracts.

Section 12. Necessary Actions. The Mayor and the City Secretary of the City, in consultation with the City's Attorney, are hereby authorized and directed to take any and all actions necessary to comply with the provisions of the Election Code and Chapter 174, Texas Local Government Code in carrying out and conducting the Election, whether or not expressly authorized herein, including but not limited to making changes or additions to polling places, ballot language, or procedures to the extent required or desirable or as may become necessary due to circumstances arising after the date of this Ordinance.

Section 13. General. The election shall be held and conducted by the Williamson and Travis County Elections Administrators in compliance with the *Tex. Elec. Code* and, to the extent not inconsistent therewith, the *City Charter*, and only resident qualified voters of the City shall be eligible to vote at the election. The Election Officers are hereby authorized and instructed to provide and furnish all necessary election supplies, materials, and equipment to conduct said election. Returns of the election shall be made known as soon as possible after the closing of the polls; and the election returns shall be canvassed by the City Council not earlier than May 7, 2024 nor later than May 15, 2024.

Section 14. Authorization to Execute. The Mayor is authorized to execute and the City Secretary is authorized to attest this Ordinance on behalf of the Council; and the Mayor or the Interim City Manager, as appropriate, are authorized to do all other things legal and necessary in connection with the holding and consummation of the Election.

Section 15. Effective Date; Election Code; Preamble. This ordinance shall be in full force and effect from and after its passage on the date shown below; provided that if any term or provision of this Ordinance conflicts with, or is inconsistent with, the Texas Elections Code, the Texas Election Code shall govern and control and the Williamson County Elections Administrator and the Travis County Elections Administrator shall comply with the Texas Elections Code. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Ordinance for all purposes as part of the findings of Council.

Section 16. Severability. If any provision, section of this ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared to be severable.

Section 17. Open Meetings. It is 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 *Chapt. 551, Tex. Gov't. Code*.

PASSED, ADOPTED AND APPROVED on this the 15th day of February, 2024.

Attest:

CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor

UNA ORDENANZA DE LA CIUDAD DE LEANDER, TEXAS

ORDENANZA NO.

UNA ORDENANZA QUE ORDENA Y ESTABLECE PROCEDIMIENTOS PARA LAS ELECCIONES ESPECIALES DE 2024 EN LA CIUDAD DE LEANDER QUE PRESENTA A LOS VOTANTES LA PREGUNTA DE SI LA LEY DE RELACIONES CON LOS EMPLEADOS DE BOMBEROS Y POLICÍA DEBE ADOPTARSE PARA EL DEPARTAMENTO DE BOMBEROS DE LEANDER; DISPUESTO PARA EL AVISO DE LA ELECCIÓN; PROPORCIONAR PRECINTOS ELECTORALES Y LUGARES DE VOTACIÓN; DISPOSICIÓN PARA LA VOTACIÓN ANTICIPADA; PROPORCIONANDO UNA FECHA DE VIGENCIA Y CLÁUSULA DE REUNIONES ABIERTAS; DISPONER QUE EL ADMINISTRADOR INTERINO DE LA CIUDAD EJECUTE TODOS LOS DOCUMENTOS NECESARIOS; Y PROPORCIONAR MATERIALES RELACIONADOS.

POR CUANTO, la Ciudad de Leander, Texas (la "Ciudad") recibió una petición presentada de conformidad con la Sección 174.051 del Código de Gobierno Local de Texas el 19 de enero de 2024 solicitando una elección para adoptar la Ley de Relaciones con los Empleados de la Policía y los Bomberos (Capítulo 174 de la Código de Gobierno Local de Texas) para el Departamento de Bomberos de Leander (la "Petición");

POR CUANTO, la oficina del Secretario de la Ciudad revisó la Petición y certificó que cumple con los requisitos de firma establecidos en la Sección 174.051(a), Código de Gobierno Local de Texas;

POR CUANTO, la Sección 174.051 del Código de Gobierno Local de Texas establece que si el Concejo Municipal recibe una petición solicitando la adopción de la Ley de Relaciones con los Empleados de la Policía y los Bomberos firmada por el número requerido de votantes calificados, entonces el Concejo Municipal ordenará una elección presentando la pregunta a los votantes que se realizará en la primera fecha de elección uniforme que ocurra después de que se presente la petición y que permita tiempo suficiente para cumplir con otros requisitos de ley; y

POR CUANTO que el 4 de mayo de 2024 es la próxima fecha de elección uniforme que ocurre después de que se presentó la Petición y que permite tiempo suficiente para cumplir con otros requisitos de la ley;

AHORA, POR LO TANTO, EL CONCEJO MUNICIPAL DE LA CIUDAD DE LEANDER, TEXAS ORDENA:

Sección 1. Se ordena elección especial. El Concejo Municipal de la Ciudad de Leander por la presente ordena que se celebre una elección especial el 4 de mayo de 2024, entre las 7:00 a. m. y las 7:00 p. m. presentar a los votantes calificados de la Ciudad una propuesta que les permita

votar a favor o en contra de la adopción de la Ley de Relaciones con los Empleados de la Policía y los Bomberos para el Departamento de Bomberos de Leander.

Sección 2. Idioma de la boleta y de la propuesta. Las boletas oficiales para dicha elección especial se prepararán de acuerdo con el Código Electoral de Texas para permitir a los electores votar “SÍ” o “NO” en cuanto a la propuesta, y las boletas deberán contener las disposiciones, marcas y lenguaje que se requieran. requerido por la ley, y con tal proposición que deberá expresarse en la forma sustancialmente como sigue:

Propuesta B de la ciudad de Leander

Adopción de la Ley de Relaciones con los Empleados de la Policía y los Bomberos para el Departamento de Bomberos

Adopción de la ley estatal aplicable a los bomberos que establece la negociación colectiva si una mayoría de los empleados afectados favorece la representación por una asociación de empleados, preserva la prohibición contra huelgas y cierres patronales, y establece sanciones para huelgas y cierres patronales."

_____ SÍ _____ NO

Sección 3. Materiales impresos. Las boletas oficiales, junto con otros materiales electorales requeridos por el Código Electoral de Texas, según enmendado, se imprimirán en inglés y español y contendrán las disposiciones, marcas y lenguaje requeridos por la ley.

Sección 4. Aviso de Elección. El aviso de la elección se dará de la manera prevista en el Código Electoral de Texas y los Estatutos de la Ciudad. El aviso de elección se publicará en el tablero de anuncios utilizado para publicar avisos de reuniones del órgano rector en el Ayuntamiento y en otros lugares requeridos por la ley estatal a más tardar el vigésimo primer (21) día antes de la elección, y mediante la publicación dicho aviso de elección al menos una vez, no antes de treinta (30) días ni después de diez (10) días antes de dicha elección, en inglés y español en un periódico de circulación general en la Ciudad. El Administrador de Elecciones del Condado de Williamson y el Administrador de Elecciones del Condado de Travis están autorizados y darán todos los avisos para sus respectivas jurisdicciones requeridos para la elección.

Sección 5. Realización de la elección. El Administrador de Elecciones del Condado de Williamson y sus empleados y personas designadas, y los jueces electorales, jueces suplentes y secretarios debidamente designados para la elección, celebrarán y conducirán la elección para esa parte de la Ciudad ubicada en el Condado de Williamson de conformidad con el Contrato de Servicios Electorales. entre la ciudad de Leander y el condado de Williamson. El Administrador de Elecciones del Condado de Travis y sus empleados y personas designadas, y los jueces electorales, jueces suplentes y secretarios debidamente designados para la elección, celebrarán y

conducirán la elección para esa parte de la Ciudad ubicada en el Condado de Travis de conformidad con el Contrato de Servicios Electorales. entre la ciudad de Leander y el condado de Travis. La elección se llevará a cabo y se celebrará de conformidad con los Estatutos de la Ciudad, la ley estatal y los respectivos Contratos de Servicios Electorales.

Sección 6. Elección conjunta. La Ciudad acepta realizar una elección conjunta con otras subdivisiones políticas dentro del Condado de Williamson y dentro del Condado de Travis, siempre que dichas subdivisiones políticas celebren una elección el 4 de mayo de 2024, en todo o parte del mismo territorio que la Ciudad (las “Subdivisiones Políticas”). La elección conjunta de Subdivisiones Políticas se llevará a cabo de conformidad con la ley estatal, esta ordenanza y los respectivos Contratos de Servicios Electorales.

Sección 7. Recintos electorales y lugares de votación el día de las elecciones.

(a) Los precintos electorales para la elección serán los precintos electorales establecidos por el Condado de Williamson para los límites territoriales de la Ciudad ubicada en el Condado de Williamson, y los precintos electorales establecidos para el Condado de Travis para los límites territoriales de la Ciudad ubicada en el Condado de Travis, siempre que cada uno contenga e incluya el área geográfica que se encuentra dentro de la Ciudad.

(b) El lugar de votación para cada distrito electoral ubicado en el condado de Williamson será el lugar de votación establecido por el condado de Williamson. El lugar de votación para cada distrito electoral ubicado en el Condado de Travis será el lugar de votación establecido por el Condado de Travis. Las declaraciones se proporcionarán por distrito electoral y el Administrador de Elecciones del Condado de Williamson tabulará y proporcionará las declaraciones electorales de los votos emitidos por los votantes del Condado de Williamson. Las declaraciones se proporcionarán por distrito electoral y el Administrador de Elecciones del Condado de Travis tabulará y proporcionará las declaraciones electorales de los votos emitidos por los votantes del Condado de Travis.

Sección 8. Votación anticipada.

(a) La votación anticipada comenzará el lunes 22 de abril de 2024 y continuará hasta el martes 30 de abril de 2024, y las urnas de votación anticipada permanecerán abiertas durante el tiempo especificado por el Código Electoral de Texas y el Administrador de Elecciones respectivo.

(b) El período para solicitar una boleta por correo es del 1 de enero de 2024 al 23 de abril de 2024. El Secretario de Votación Anticipada debe recibir una solicitud de boleta por correo (ABBM) a más tardar al cierre de operaciones el 23 de abril. , 2024.

(c) El período para solicitar una solicitud federal mediante tarjeta postal (FPCA) es del 1 de enero de 2024 al 23 de abril de 2024. El Secretario de Votación Anticipada debe recibir una FPCA a más tardar al cierre de operaciones del 23 de abril de 2024.

(d) Votación anticipada realizada por el Administrador de elecciones del condado de Williamson:

1) La votación anticipada, tanto en persona como por correo, será realizada por el Administrador de Elecciones del Condado de Williamson de acuerdo con el Código Electoral de Texas para los votantes calificados de la Ciudad que residen en el Condado de Williamson. Por la presente se designa y nombra a Bridget Escobedo como Secretaria de Votación Anticipada para la elección especial para votantes calificados de la Ciudad que residen en el Condado de Williamson.

2) Las solicitudes de boleta por correo para votantes calificados de la Ciudad que residen en el Condado de Williamson se enviarán por correo a:

Bridget Escobedo

Administrador de elecciones del condado de Williamson

Departamento de Elecciones del Condado de Williamson

Dirección de envío:

Apartado postal 209

Georgetown, Texas 78627

Dirección física:

Anexo del circuito interior del condado de Williamson

Departamento de Elecciones

301 SE Bucle interior Ste 104

Georgetown, Texas 78626

Número de Teléfono: (512) 943-1630

Dirección de correo electrónico: bbm@wilco.org

Sitio web: <https://www.wilco.org/Departments/Elections>

3) El principal lugar de votación anticipada para votantes calificados de la ciudad que residen en el condado de Williamson es: Leander Public Library, 1101 S. Bagdad Rd., Leander, Texas 78641.

4) La votación anticipada para votantes calificados de la Ciudad que residen en el Condado de Williamson se llevará a cabo en las fechas, horarios y lugares autorizados por el Administrador de Elecciones del Condado de Williamson. El Administrador puede agregar o cambiar cualquier lugar de votación anticipada según lo dispuesto en la ley aplicable.

(e) Votación anticipada realizada por el Administrador de elecciones del condado de Travis:

1) La votación anticipada, tanto en persona como por correo, será realizada por el Administrador de Elecciones del Condado de Travis de acuerdo con el Código Electoral de Texas para los votantes calificados de la Ciudad que residen en el Condado de Travis. Dyana Limón-Mercado, Secretaria del Condado, por la presente queda desestimada.

2) Las solicitudes de boleta por correo para votantes calificados de la Ciudad que residen en el Condado de Travis se enviarán por correo a:

Por correo:

Dyana Limón-Mercado, Secretaria del Condado
Secretario de votación anticipada del condado de Travis

Apartado postal 149325

Austin, Texas 78714-9325

Por transportistas contratados/Fedex:

División de Elecciones

Secretario del condado de Travis

5501 Airport Boulevard

Austin, Texas 78751

Teléfono: (512) 238-8683

Correo electrónico: ebbm@traviscountytexas.gov

Sitio web: <https://elections.traviscountytexas.gov/>

3) El principal lugar de votación anticipada para votantes calificados de la ciudad que residen en el condado de Travis es: Christ Episcopal Church, 3520 W Whitestone Blvd, Cedar Park, TX 78613.

4) La votación anticipada para votantes calificados de la Ciudad que residen en el Condado de Travis se llevará a cabo en las fechas, horarios y lugares autorizados por el Administrador de Elecciones del Condado de Travis. El Administrador puede agregar o cambiar cualquier lugar de votación anticipada según lo dispuesto en la ley aplicable.

Sección 9. Jueces y Secretarios Electorales. Los jueces presidentes, los jueces presidentes suplentes y los secretarios de la elección serán seleccionados y designados por el condado de Williamson y el condado de Travis, respectivamente, de conformidad con los requisitos de la ley estatal, y por la presente quedan designados y nombrados funcionarios electorales para la celebración de dicha elección y dichos nombramientos sean aprobados. Los jueces presidentes, jueces presidentes suplentes y secretarios desempeñarán las funciones y deberes de sus respectivos cargos que les disponga la ley estatal.

Sección 10. Sistema de Votación Accesible. La Ciudad de Leander autoriza al Administrador de Elecciones del Condado de Williamson a proporcionar al menos un Sistema de Votación Universal ExpressVote® y un Escáner de Recinto Digital DS200 y DS300 que se puede adquirir por cualquier medio legal disponible, incluido, entre otros, arrendamiento o alquiler del Condado de Williamson o de cualquier otra fuente legal, según lo autorizado o requerido por las Secciones 123.032 y 123.035 del Código Electoral de Texas.

Sección 11. Asistencia del Secretario de la Ciudad. Por la presente se autoriza e instruye al Secretario de la Ciudad para ayudar a los Administradores Electorales de los Condados de Williamson y Travis en la adquisición y suministro de todos los suministros y materiales electorales necesarios para llevar a cabo la elección. El Secretario de la Ciudad está además authorized a ayudar con la entrega de los avisos necesarios para la elección y a tomar otras

medidas adicionales que sean necesarias para llevar a cabo la elección de conformidad con el Código Electoral de Texas; siempre que, de conformidad con los Contratos de Servicios Electorales entre la Ciudad y los Administradores de Elecciones de los Condados de Travis y Williamson, los Administradores de Elecciones de los Condados de Travis y Williamson tendrán el deber y serán responsables de organizar y conducir la elección de conformidad con el Código Electoral de Texas; y para proporcionar todos los servicios especificados en los Contratos de Servicios Electorales.

Sección 12. Acciones necesarias. Por la presente se autoriza y ordena al Alcalde y al Secretario de la Ciudad, en consulta con el Abogado de la Ciudad, a tomar todas y cada una de las acciones necesarias para cumplir con las disposiciones del Código Electoral y el Capítulo 174 del Código de Gobierno Local de Texas al llevar a cabo y celebrara la Elección, ya sea que esté expresamente autorizado o no en este documento, lo que incluye, entre otros, realizar cambios o adiciones a los lugares de votación, al lenguaje de la boleta o a los procedimientos en la medida requerida o deseable o que pueda ser necesaria debido a circunstancias que surjan después de la fecha de esta Ordenanza.

Sección 13. Generalidades. La elección será realizada y dirigida por los Administradores de Elecciones de los Condados de Williamson y Travis de conformidad con la Ley Electoral de Texas. Código y, en la medida que no sea incompatible con el mismo, los Estatutos de la Ciudad, y solo los votantes calificados residentes de la Ciudad serán elegibles para votar en la elección. Por la presente, los Oficiales Electorales quedan autorizados e instruidos para proporcionar y proveer todos los suministros, materiales y equipos electorales necesarios para llevar a cabo dicha elección. Los resultados de las elecciones se darán a conocer lo antes posible después del cierre de las urnas; y los resultados de las elecciones serán examinados por el Concejo Municipal no antes del 7 de mayo de 2024 ni después del 15 de mayo de 2024.

Sección 14. Autorización para ejecutar. El Alcalde está autorizado a ejecutar y el Secretario de la Ciudad está autorizado a dar fe de esta Ordenanza en nombre del Concejo; y el Alcalde o el Administrador Municipal Interino, según corresponda, están autorizados a hacer todas las demás cosas legales y necesarias en relación con la celebración y consumación de la Elección.

Sección 15. Fecha de vigencia; Código Electoral; Preámbulo. Esta ordenanza estará en pleno vigor y efecto desde y después de su aprobación en la fecha que se muestra a continuación; siempre que si algún término o disposición de esta Ordenanza entra en conflicto o es inconsistente con el Código Electoral de Texas, el Código Electoral de Texas regirá y controlará y el Administrador de Elecciones del Condado de Williamson y el Administrador de Elecciones del Condado de Travis cumplirán con el Código Electoral de Texas. Por la presente se considera que los considerandos contenidos en el preámbulo del presente son ciertos y dichos considerandos se incluyen en esta Ordenanza para todos los fines como parte de las conclusiones del Consejo.

Sección 16. Divisibilidad. Si alguna disposición, sección de esta ordenanza o la aplicación de cualquier disposición a cualquier persona o circunstancia se considera inválida, la invalidez no afectará otras disposiciones o aplicaciones de la ordenanza que puedan entrar en vigor sin la disposición o aplicación inválida, y a esta Al término de lo dispuesto en esta ordenanza se declara divisible.

Sección 17. Reuniones abiertas. Se constata y determina oficialmente que la reunión en la que se aprobó esta Ordenanza estuvo abierta al público según lo requerido y que se dio aviso público de la hora, lugar y propósito de dicha reunión según lo requerido. Capítulo. 551, Gobierno de Texas. Código.

APROBADO, ADOPTADO Y APROBADO el día 15 de febrero de 2024.

Atestigua:

CIUDAD DE LEANDER, TEXAS

Dara Crabtree, Secretaria de la Ciudad

Christine DeLisle, Alcaldesa



EXECUTIVE SUMMARY
2/15/2024

AGENDA SUBJECT:

Approval of a Memorandum of Understanding Number 1 for the Northline Development; and authorize the Interim City Manager to execute any and all necessary documents.

BACKGROUND:

The City entered into that certain Development Agreement for the Northline PUD with AREA Leander 1, LP, dated effective June 7, 2018 (the “Development Agreement”), which was assigned to the Northline Leander Development Company, LP, a Texas limited partnership (the “Developer”). The Development Agreement provides for the Developer to receive reimbursements of water and wastewater impact fees for certain infrastructure installed to the serve the development. The City, the Leander Development Authority, the TIRZ Board, and the Developer are also parties to that certain Northline PUD Development and Reimbursement Agreement dated effective August 28, 2018 (the “TIRZ Reimbursement Agreement”). The TIRZ Reimbursement Agreement was amended in August 5, 2021, to address, among other matters, an updated phasing plan showing the portions of the development subject to the TIRZ Reimbursement Agreement.

The MOU is intended to address two matters: 1) to make the phasing plan set forth in the Development Agreement consistent with the phasing plan approved under the first amendment to the TIRZ Reimbursement Agreement, so that the portions of the development eligible for reimbursements under the Development Agreement and the TIRZ Reimbursement Agreement are the same; and 2) to document that certain reclaimed water infrastructure installed by the Developer is eligible for reimbursement from wastewater impact fees at such time that the City begins using the infrastructure to provide reclaimed water service within the City.

HISTORY/TIMELINE:

- June 7, 2018: Development Agreement approved
- August 28, 2018: TIRZ Reimbursement Agreement approved
- August 5, 2021: First amendment to the TIRZ Reimbursement Agreement approved

APPLICANT/AGENT:

RECOMMENDATION:

Recommend Approval of the MOU.

PRESENTER:

Paige Saenz, City Attorney

Fiscal Impact

Attachments:

1. Northline MOU No1.3 12-08-23 (4612467.1)

Memorandum of Understanding No. 1 Northline Development

This **Memorandum of Understanding No. 1 —Northline Development** (this “MOU”) is entered by the City of Leander, Texas (the “City”) and Northline Leander Development Company, LP, a Texas limited partnership (the “Developer”) The City and the Developer shall be referred to together herein as the “Parties”.

Whereas, the City and the Developer are parties to the following agreements (the “Agreements”): the Development Agreement for the Northline PUD between the City and AREA Leander 1, LP, Developer’s predecessor-in-interest, dated effected June 7, 2018; and the Northline PUD Development and Reimbursement Agreement among the City, the Leander Development Authority, the Reinvestment Zone Number One, City of Leander, Texas, and AREA Leander 1, LP, dated effective August 28, 2018, as amended by Amendment of the Northline PUD Development and Reimbursement Agreement among the City, the Leander Development Authority, the Reinvestment Zone Number One, City of Leander, Texas, and Northline Leander Development Company, LLC, Developer’s predecessor-in-interest, dated effective August 5, 2021;

Whereas, the City and the Developer enter into this MOU for the purpose of clarifying certain terms and conditions of the Agreements;

Whereas, this MOU is not intended to amend the terms of the Agreements; and

Whereas, the Agreements provide for the Developer to receive reimbursement for the costs of certain infrastructure installed within the Property;

Now, therefore, the Parties agree as follows:

1. The “Phase 1 area” for the infrastructure costs subject to reimbursement in accordance with the terms and conditions of the Agreements are the areas shown as Phase 1.1, Phase 1.2, and Phase 1.3 on Exhibit A attached to the Amendment of the Northline PUD Development and Reimbursement Agreement among the City, the Leander Development Authority, the Reinvestment Zone Number One, City of Leander, Texas, and Northline Leander Development Company, LLC, Developer’s predecessor-in-interest, dated effective August 5, 2021, recorded under Document No. 2021122114 in the Official Public Records of Williamson County, Texas, and incorporated herein for all purposes (“Phase 1.1,” “Phase 1.2,” and “Phase 1.3,” respectively).

2. The Parties acknowledge and agree that the Developer Improvements, the Water Improvements, and the Wastewater Improvements include only the public infrastructure improvements located within Phase 1.1, Phase 1.2, and/or Phase 1.3.

3. The Reimbursable Costs of the Developer Improvements, the Water Improvements, and the Wastewater Improvements include only the costs for the Developer Improvements, the Water Improvements, and the Wastewater Improvements constructed within Phase 1.1, Phase 1.2, and/or Phase 1.3.

4. The Water Impact Fee Payments and the Wastewater Impact Fee Payments to be paid Developer as provided in the Agreements shall be paid only with respect to the Reimbursable Costs of the Water Improvements and the Wastewater Improvements for the Water Improvements constructed within Phase 1.1, Phase 1.2, and/or Phase 1.3.

5. The Wastewater Improvements include, and all references to the “Wastewater Improvements” in the Agreements include, the infrastructure improvements for the reclaimed water system constructed within Phase 1.1, Phase 1.2, and/or Phase 1.3 and \$250,000.00 of the costs to extend offsite reclaimed water infrastructure from the City’s Wastewater Treatment Facility to The Northline PUD (the “**Reclaimed Water Improvements**”).

6. The Wastewater Impact Fee Payments to be paid to Developer in accordance with the Agreements shall include the Reimbursable Costs of the Reclaimed Water Improvements in addition to the Reimbursable Costs of the Wastewater Improvements. The payment of the Reimbursable Costs of the Reclaimed Water Improvements, however, shall not be made until such time as the City is actually providing reclaimed water service within any portion of the City.

This MOU is executed effective this the ____ day of _____, 2024.

City of Leander, Texas

**Northline Leander Development
Company, LP**

Isaac Turner, Interim City Manager

By: NLDC GP, LLC, a Texas limited liability
company, General Partner

By: Tynberg, LLC, a Texas limited liability
company, Manager

By: _____
Alex Tynberg, Manager



EXECUTIVE SUMMARY
2/15/2024

AGENDA SUBJECT:

Approval of purchase of library materials from Brodart Company utilizing Texas Smart Buy Contract 715-M2 in the amount of \$102,000.00 for the term of the Smart Buy contract expiring October 31, 2024; and authorize the Interim City Manager to execute any and all necessary documents.

BACKGROUND:

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

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

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

This purchasing authorization allows the City to purchase library book titles from the vendor up to \$102,000.00 in costs on/or before the expiration date of October 31, 2024.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval.

PRESENTER:

Mark Tummons and Peggy Parrish, Parks and Recreation - Library

	<u>Fiscal Impact</u>
<u>Amount requested:</u>	\$102,000.00
<u>Approved in current budget (Yes / No):</u>	Yes
<u>Expenditure (New / Amended):</u>	New
<u>Recurring or one-time:</u>	One-time blanket PO

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

Attachments:

1. Benefits of Brodart

City of Leander and Brodart Books and Library Service

Leander Public Library has been using Brodart Co. for years. In that time, Brodart Co. has provided the Library with exemplary service. During the transition from Library Systems & Services (LS&S) management to City management in 2021, it was decided to keep Brodart Co. as our book vendor, as they offer books of all genres and for all ages.

Because we order new book titles almost exclusively from Brodart Co., we have benefitted from an arranged discount applicable on all orders. The Library receives a 46.5% discount on adult titles, and a 40% discount on children's and youth titles. Furthermore, their ordering portal has many aspects that help the Library in our title selection process, such as providing publisher annotations and critical reviews, while also keeping up-to-date on relevant industry trends. The majority of orders are typically delivered within a month, which is a relatively quick turnaround in the industry. In the past year or so, deliveries for vendors nationwide have been slowed down for various reasons, however Brodart Co. has largely improved their delivery times while many other vendors still seem to be struggling.

Brodart Co.'s services include delivery of Machine-Readable Cataloging (MARC) records, which are developed and maintained by the Library of Congress. The delivery of MARC records is efficient for cataloging, which is done to record information on titles available in the library and is an essential part of national library classification. Delivery of MARC records saves Library staff a large amount of time; making sure records are up to our standards and have all the correct information usually takes mere minutes per title. If we did not get the records via delivery, we would have to find viable records elsewhere or perform original cataloging, which can easily take hours of work.

Additionally, most of the titles are delivered almost shelf-ready—our in-house processing culminates in stamping books with our name and applying stickers and RFID tags. The services we receive from Brodart Co. include creating item records with specific barcodes per title alongside basic processing, such as attaching local call numbers and covering hardcover titles with protective jackets that greatly extend the life of materials. By receiving this service, we are again saving time for Library staff to work on other essential

projects. For example, printing and applying call numbers and protective covers in-house has to be done manually, one book at a time. Printing one card (55 books) of call numbers can take about an hour; time spent on book covering changes depending on the book's size.

Lastly, Brodart Co. has displayed excellent customer service. Any issues the Library had were responded to and resolved quickly—usually within the day. This includes getting free and timely replacements, or account credit, for items with publisher errors or that were damaged from shipping, which are our most common problems.



EXECUTIVE SUMMARY
2/15/2024

AGENDA SUBJECT:

Approval of Purchasing Agreement L00327 between the City of Leander, Texas, and the Brandt Companies, LLC for the purchase of mechanical, electrical, and plumbing maintenance, replacement, and repair services through Choice Partners Contract 22/049MF-15 in an amount not to exceed \$311,000.00 for the term of the contract expiring September 20, 2026; providing for an effective date; and authorize the Interim City Manager to execute any and all necessary documents.

BACKGROUND:

The FY24 budget includes funding for the replacement of four (4) HVAC units at City Hall (\$62,000.00 budget; \$54,000.00 current estimate) and five (5) HVAC units in the Library (\$150,000.00 budget; \$62,000.00 current estimate.) Maintenance and repair funds throughout the rest of the City for FY24 are anticipated to be \$45,000.00 and \$75,000.00 for future fiscal years. The current HVAC units at these locations were installed between 2007-2010 and are at their end of life. The older systems are less efficient and not designed to work with current market cooling additives. Installing these new units will save the City money on electric bills, parts, and repair as the units come with a five (5)- year warranty.

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

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

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

This agreement allows the City to purchase items and services from the vendor up to \$311,000.00 in costs on/or before the expiration date of September 20, 2026. The contract is a General Services contract for mechanical, electrical, and plumbing maintenance, replacement, and repair services.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval.

PRESENTER:

Cheryl Kaufman, General Services & Purchasing Manager

Fiscal Impact

Amount requested:

FY24 \$161,000.00 for Library HVAC and City Hall HVAC replacements as well as maintenance and repairs.

Approved in current budget (Yes / No):

Yes

Expenditure (New / Amended):

New

Recurring or one-time:

One-time for replacement, recurring for maintenance & repair

Fund source (Operating / Utility / etc.):

Operating (01-13-5503 \$62,000.00) and General CIP (40-04-8206 \$150,000.00)

Attachments:

1. L00327- Brandt
2. City Hall- Replace (4) HVAC Units
3. Library Rear Splits Replacement (x3) RT
4. Library South Splits Replacement (x2)

"A"

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

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1.01 DEFINITIONS

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

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

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

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

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

F. **Vendor** means The Brandt Companies, LLC, its successors or assigns.

2.01 EFFECTIVE DATE AND TERM

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

B. This Agreement shall terminate September 20, 2026.

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

3.01 CONTRACT DOCUMENTS AND EXHIBITS

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

4.01 ITEMS

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

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

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

Agreement as described in Section 9.01 herein.

5.01 COSTS

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

B. The City shall be authorized to pay the Vendor in an amount of **Three Hundred Eleven Thousand and No/100 Dollars (\$311,000.00)** for the term of this Agreement.

6.01 INVOICES

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

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

7.01 NON-APPROPRIATION AND FISCAL FUNDING

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

8.01 PROMPT PAYMENT POLICY

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

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

- C. There is a bona fide dispute between Vendor and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or
- D. Invoices are not mailed to City in strict accordance with instructions, if any, on the purchase order or the Agreement or other such contractual agreement.

9.01 SUPPLEMENTAL AGREEMENT

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

10.01 GRATUITIES AND BRIBES

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

11.01 TAXES

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

12.01 ORDERS PLACED WITH ALTERNATE VENDORS

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

13.01 CITY'S REPRESENTATIVE

City hereby designates the following representative authorized to act on its behalf with regard to Contract Management of this Agreement:

Cheryl Kaufman
General Services Manager
105 N Brushy St.
Leander, Texas 78641

512-528-2730
ckaufman@leandertx.gov

14.01 INSURANCE

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

15.01 RIGHT TO ASSURANCE

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

16.01 DEFAULT

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

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

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

17.01 TERMINATION AND SUSPENSION

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

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

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

D. In the event City terminates under subsections (A) or (B) of this section, the following shall apply: Upon City's delivery of the referenced notice to Vendor, Vendor shall

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

18.01 INDEMNIFICATION

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

19.01 COMPLIANCE WITH LAWS, CHARTER, AND ORDINANCES

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

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

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

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

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

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

20.01 ASSIGNMENT AND DELEGATION

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

21.01 NOTICES

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

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

Notice to Vendor:

The Brandt Companies, LLC
8848 N Sam Houston Pkwy W Suite 410
Houston, Texas 77064

Notice to City:

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

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

22.01 APPLICABLE LAW; ENFORCEMENT AND VENUE

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

23.01 EXCLUSIVE AGREEMENT

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

24.01 DISPUTE RESOLUTION

The Parties agree that in the event of a dispute concerning the performance or non-performance of any obligations flowing from or because of this Agreement and prior to the initiation of any formal action, the Parties will voluntarily submit the dispute to mediation. If a mediator cannot be agreed to within 30 days of a party requesting mediation, the parties will submit the matter to a dispute resolution center for mediation as though it were referred through the operation of the Texas Alternative Dispute Resolution Procedures Act, Title 7, Chapter 154, TEX. CIV. PRAC. & REM. CODE ANN. (Vernon 2019). No record, statement, or declaration resulting from or in connection with such alternate dispute resolution procedure may be used in evidence in subsequent litigation except to demonstrate that this article has been complied with in good faith by a party.

25.01 SEVERABILITY

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

26.01 MISCELLANEOUS PROVISIONS

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

Time is of the Essence. Vendor understands and agrees that time is of the essence and that any failure of Vendor to fulfill obligations for each portion of this Agreement within the agreed timeframes will constitute a material breach of this Agreement. Vendor shall be fully responsible for its delays or for failures to use best efforts in accordance with the terms of this Agreement. Where damage is caused to City due to Vendor's failure to perform in these circumstances, City may pursue any remedy available without waiver of any of City's additional legal rights or remedies.

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

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

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

City of Leander

The Brandt Companies, LLC

Signature

Print Name: Isaac D. Turner

Title: Interim City Manager

Date: February 15, 2024

Signature


Print Name: Jordan Green

Title: VP of Operations

Date: 02/02/2024

CONTRACT AMENDMENT

Project Name: ("City of Leander – HVAC Service")

The parties to the contract for the above Project (this "Contract") agree to modify its terms and conditions as set forth below. This Amendment is fully incorporated into the Contract, and expressly modifies the terms of the Contract. The terms used in this Amendment shall have the same meaning as defined in the Contract except where expressly modified in this Amendment. To the extent that there are any conflicts or ambiguities between the terms and conditions of the Contract and those of this Amendment, the provisions of this Amendment shall control.

STANDARD AMENDMENTS:

1. Brandt shall keep detailed books, records and accounts as may be necessary for compliance with its obligations under the Agreement for a period of two (2) years after final completion, with the exception of lump sum payment terms which shall have no audit rights under the Agreement.
2. Notwithstanding any provision to the contrary herein or elsewhere in the Contract Documents, in no case shall Brandt be liable for any consequential (special/indirect/incidental) damages (including but not limited to lost revenue, lost profit, loss of goodwill, loss of use, cost of capital, cost of substitute goods, services, or facilities) or for any punitive or exemplary damages (to the maximum extent that such damages may be waived under the law) regardless of the basis for such claims or the theory of recovery upon which such claims may be based. This waiver is enforceable whether or not Brandt is alleged to have had knowledge of the possibility of such damages at the execution of this contract, regardless of the foreseeability of such damages, and regardless of whether either party's remedies under this Contract fail in their essential purpose.
3. Notwithstanding any provision to the contrary, under no circumstances shall Brandt be liable for attorney's fees. This provision shall survive the termination of the contract.

AGREED AND ACKNOWLEDGED:

CITY OF LEANDER

By: _____

Printed Name: _____

Title: _____

Date: _____

THE BRANDT COMPANIES, LLC

By:  _____

Printed Name: Jordan Green

Title: VP of Operations

Date: 02/02/2024

The Brandt Companies, LLC

19001 North Heatherwilde Boulevard, Suite 120 Pflugerville, TX 78660, (512) 491-9100. TACLA30430C/TECL20109/M41312

Proposal Date: February 5, 2024**Proposal#:** P-20230404-0045**24 Hour Service Dispatch:** (512) 491-9100**Reference:** City Hall- Replace HVAC #1, #3, #4 & #8**Contract #** CSP 22-049MF**Customer:**

Imad Shamaa

City of Leander
105 N Brushy St
Leander, TX 78641**Service Site:**

Imad Shamaa

Leander City Hall
105 N Brushy St
Leander, TX 78641**Repair work proposals** are for the scope of work as listed below.☒ **Equipment replacement proposals** are for the scope of work as listed below.

The Brandt Companies, LLC is pleased to submit the following price and general scope of work to be performed,

(at the above-referenced service site), in the amount of: **\$ 53,226.00** excluding any applicable taxes.**Brandt imposes a 2.25% surcharge on all credit card payments. This surcharge is not greater than our cost of acceptance.****Brandt Reserves the Opportunity to Update Proposal After 30 Business Days****Remit To: The Brandt Companies, LLC, P.O.Box 227351, Dallas, TX 75222-7351 - Tax EIN: 37-1652957**• *Austin* • *Dallas* • *Fort Worth* • *Houston* • *San Antonio* • *Waco*

We appreciate the opportunity to provide you with our services. Upon receipt of a signed proposal, we will begin mobilizing material orders and contact you to coordinate the repairs. Our terms are net ten days from the invoice date, and past due after thirty days.

This contract is not valid without attachment and signature of customer on Service Descriptions Page and Terms and conditions.

Best Regards,

Colbie Buchanan

Service Account Manager

Cell: 737-308-9422

Email: Colbie.buchanan@brandtus

Customer Acceptance

Accepted By: _____

Name: _____

Title: _____

Company: _____

Date: _____

Purchase Order Number: _____

The Brandt Companies, LLC

Accepted By: _____

Name: _____

Title: _____

The Brandt Companies, LLC

Date: _____

www.brandt.usRegulated by The Department of Licensing and Regulation/ P.O. Box 12157, Austin, TX 78711/1-800-803-9202/512-463-6599/ www.license.state.tx.us

Brandt Confidential: This proposal includes data that shall not be disclosed outside of the party or company to which it is intended, and shall not be duplicated, used or disclosed, in whole or in part, for any purpose other than to evaluate this proposal.

The Brandt Companies, LLC

19001 North Heatherwilde Boulevard, Suite 120 Pflugerville, TX 78660, (512) 491-9100. TACLA30430C/TECL20109/M41312

Proposal Date: February 5, 2024

Proposal#:

P-20230404-0045

24 Hour Service Dispatch: (512) 491-9100

Reference:

City Hall- Replace HVAC #1, #3, #4 & #8

Contract # CSP 22-049MF

Labor and Materials

Labor	Hours	Price Per Hour	Total
Plumber - OT	4	\$180.00	\$720.00
HVAC - Regular	32	\$120.00	\$3,840.00
HVAC - OT	120	\$180.00	\$21,600.00
Electrical - OT	12	\$180.00	\$2,160.00
Labor Total	168		\$28,320.00
Material			Total
American Standard			\$18,589.00
Ferguson			\$1,159.00
HD Supply			\$1,517.00
United ref			\$1,412.00
Materials Total			\$24,856.00
Service Vehicle Fee			\$50.00
Total			\$53,226.00

The Brandt Companies, LLC

19001 North Heatherwilde Boulevard, Suite 120 Pflugerville, TX 78660, (512) 491-9100. TACLA30430C/TECL20109/M41312

Proposal Date: February 5, 2024

Proposal#:

P-20230404-0045

24 Hour Service Dispatch: (512) 491-9100

Reference:

City Hall- Replace HVAC #1, #3, #4 & #8

Contract # CSP 22-049MF

Scope of Work:

- This proposal is for replacing (4) Four DX Split systems at the City Hall of Leander with American Standard 14 SEER units. Brandt will provide a formal Due Diligence letter with an engineered stamped, and a formal follow-up letter that states everything was installed/working properly. This work will be performed during overtime hours. Brandt will reuse the existing line sets. This proposal includes 10 lbs of R-410A.
- The existing equipment is as follows: Unit #1 is a 5Ton, Unit #3 is a 3.5Ton, Unit #4 is a 5Ton and Unit #8 is a 4Ton.
- Lockout to make safe and remove the refrigerant from each system
- Remove the electrical from the AHUs and the condensers
- Install the new AHUs and condenser units in the exact locations.
- Brandt will relocate AHU#1 to a more accessible location. Install a longer electrical whip and relocate the disconnect. Reroute the drain line and Duct work to accommodate the AHU relocation.
- Install the electrical to the AHUs and condenser units
- Remove the lockout and Charge the system with refrigerant
- Perform startup commissioning
- After startup, Testing, and balancing will be performed on regular time.

Accepted By Customer: _____ Brandt: _____



The Brandt Companies, LLC

19001 North Heatherwilde Boulevard, Suite 120 Pflugerville, TX 78660, (512) 491-9100. TACLA30430C/TECL20109/M41312

Proposal Date:	February 5, 2024	Proposal#:	P-20230404-0045
24 Hour Service Dispatch:	(512) 491-9100	Reference:	City Hall- Replace HVAC #1, #3, #4 & #8
Contract # CSP 22-049MF			

Exclusions:

- Parts, materials and equipment will have a restocking fee if work order is cancelled. Some items have a 100% restocking fee and are non-returnable.
- Anything not listed in the scope of work, including any findings that require upgrade to meet current code requirements. Not responsible for unlocated utilities.
- Any refrigerant over 10 lbs will be quoted separately

Accepted By Customer: _____ Brandt:_____

The Brandt Companies, LLC

19001 North Heatherwilde Boulevard, Suite 120 Pflugerville, TX 78660, (512) 491-9100. TACLA30430C/TECL20109/M41312

Proposal Date: February 5, 2024

Proposal#:

P-20230404-0045

24 Hour Service Dispatch: (512) 491-9100

Reference:

City Hall- Replace HVAC #1, #3, #4 & #8

Contract # CSP 22-049MF

Brandt's Service Proposal # P-20230404-0045 **.(“Proposal”) is conditioned upon the following terms and conditions, which**

are incorporated by reference and, together with the Proposal, form the Contract between the parties:

- 1 **Warranty.** Brandt shall furnish to Customer all manufacturers' parts and equipment warranties received by Brandt. For a period of one (1) year from the date of the respective work, repair or installation performed by Brandt, Brandt agrees to repair, replace or otherwise make good to the satisfaction of Customer, any defects in parts or materials supplied by Brandt that are not covered under a manufacturer's warranty and that are adversely affecting the performance of the equipment installed by Brandt, if any. Brandt warrants to Customer that all labor performed or provided shall be performed by licensed personnel, if required by applicable law, and will be performed in a good workman like manner. For a period of ninety (90) days from the date of the respective work, repair or installation performed by Brandt, Brandt agrees to repair, replace or otherwise make good to the satisfaction of Customer, any defects in workmanship that is adversely affecting the performance of the equipment installed by Brandt, if any.
- 2 **Insurance.** So long as any of the Work remains to be completed, Brandt shall, at Brandt's sole cost and expense, carry and maintain in full force and effect, the following insurance coverages:
(A) Workers' compensation insurance coverage on all individuals employed upon or about the Property according to the requirements of the laws of the State of Texas;
(B) General liability insurance coverage with the limits maintained by Brandt at the time of this Proposal (which are: \$1M each occurrence; \$1M personal/advertising injury; \$10M general aggregate; \$2M products/completed operations aggregate; \$10,000 medical expense (any one person)).
The policies will be issued by companies reasonably acceptable to Customer. In the event of any covered loss, or upon Customer's reasonable request, Brandt shall deliver to Customer copies of the insurance policies. Brandt and Customer mutually agree to a waiver by their respective insurer(s) of any and all rights to subrogation.
- 3 **General Limitations on Scope of Work.** Notwithstanding any other provision to the contrary in this Contract, including the incorporated Proposal, the Mechanical Service scope excludes:
(a.) Maintenance or repair of Equipment cabinets;
(b.) Ductwork and air distribution devices;
(c.) Water supply or drain beyond the Equipment;
(d.) Repair or replacement of heat exchangers in gas fired furnaces and duct heaters;
(e.) Repair or replacement of metal tubes in condensers, chiller, boilers or any other heat exchanger;
(f.) Moving or relocation of the subject equipment;
(g.) Repairs due to freezing;
(h.) Work made necessary by the enforcement of government codes, building and union regulations or as recommended by insurance companies;
(i.) Damage of any kind due to corrosion, erosion, electrolytic actions, acts of God, power failure, vandalism, or any other cause whatsoever beyond the control of Brandt;
(j.) Electrical components associated with the Equipment including: disconnect switches, fuses, circuit breakers, and electrical wiring not specifically identified within the scope of work;
(k.) Water treatment; and
(l.) Piping systems of any nature.
- 4 **Hoisting/Rigging Operations.** Prior to the use of heavy commercial hoisting or rigging equipment that could potentially cause damage to the Property or injury, Brandt will notify Customer in writing and shall not proceed without Customer's prior written consent. While all precautions will be exercised to protect Customer's Property, Brandt will not accept any responsibility for damage to parking lots, driveways, or landscaping that may occur as a result of normal hoisting and rigging operations, except to the extent that the damage is caused by Brandt's gross negligence or willful misconduct.
- 5 **Work Hours.** Unless indicated otherwise, all pricing is based upon work being performed during regular working hours of 8:00 am to 5:00 pm, Monday through Friday, except holidays. If work is required at times other than normal working hours, Customer agrees to pay the Brandt's standard overtime charge rates.
- 6 **Payments.** Customer agrees to pay Brandt all sums due with respect to this Proposal in accordance with the terms specified. Payments are due upon receipt of invoice. In the event payment is not received by Brandt within thirty (30) days following billing, such payment shall be considered past due. Beginning with the thirty-first (31st) day following billing, such payment shall bear interest at the maximum rate allowable by law until payment is received. If default is made in the payment of any sums due hereunder and it becomes necessary that this Contract be placed in the hands of an attorney for collection, Customer agrees to pay to Brandt all costs of collection, including reasonable attorney's fee. Brandt shall have the right to cancel this Contract at any time, upon five (5) business days' written notice, if payments as called for herein are not made.
- 7 **Cancellation.** This Contract may be cancelled by either party upon thirty (30) day written notice. In the event of cancellation by the Customer, Brandt reserves the right to invoice and be paid for work performed thru cancellation date.

Accepted By Customer: _____ Brandt: _____

The Brandt Companies, LLC

19001 North Heatherwilde Boulevard, Suite 120 Pflugerville, TX 78660, (512) 491-9100. TACLA30430C/TECL20109/M41312

Proposal Date: February 5, 2024

Proposal#:

P-20230404-0045

24 Hour Service Dispatch: (512) 491-9100

Reference:

City Hall- Replace HVAC #1, #3, #4 & #8

Contract # CSP 22-049MF

- 8 No Liability from System Design or Existing Equipment Installation. Unless Brandt was the engineer of record for the existing system design under a prior and separate construction/design-build contract or system design is expressly included within the scope of the Proposal (and, in either case, to the extent of that design), Customer acknowledges and stipulates that Brandt did not select, advise Customer regarding, engineer, design or install the system, equipment or any component part thereof to be maintained under this Contract. Accordingly, Brandt shall not be liable in any capacity, under any theory of recovery for any claims or damages related to or originating from prior or existing defects, deficiencies, injuries, or damage (whether to the system, equipment or Property) associated therewith or as a result of prior ineffective maintenance. Brandt agrees, however, to advise the Customer about the existence of such conditions upon discovery in accordance with the terms of the Contract.
- 9 No Liability for Incidental Microbiological Growth/Mold. Customer acknowledges that the Heating, Ventilation, and Air-Conditioning equipment and systems repaired or serviced as a part of this Contract may, under certain conditions, become conducive to or incidentally support microbiological growth. Brandt assumes no liability for nor warrants its work to protect against, eliminate or inhibit any type of incidental microbiological growth including, but not limited to, molds, fungi and other related matter, in or around duct systems, HVAC and related equipment or areas. Brandt agrees, however, to advise the Customer about the existence of such conditions upon discovery and to take measures to discourage such growth as required and in accordance with the terms of the Contract.
- 10 Limitation of Damages for Breach of Contract. The full extent of Brandt's liability and Customer's exclusive remedy for damages from any breach of this Contract, including, but not limited to, nonperformance or misrepresentation, and regardless of the form of action, shall be limited to the annual Contract fee of the current year.
- 11 Mutual Waiver of Consequential and Punitive Damages. Notwithstanding any other provision to the contrary, Brandt and Customer mutually waive all claims against each other for any and all consequential/special/indirect/incidental and, to the extent allowable by law, all punitive/exemplary damages arising out of or relating to this Contract. This mutual waiver includes, but is not limited to, damages incurred for rental expenses, loss of use, lost revenue or profit, lost opportunity, loss of goodwill, loss of management or employee productivity, cost of capital, and cost of substitute facilities, services or goods regardless of the foreseeability of such damages. If Customer is a property manager or other legal agent or representative of the property owner, Customer represents and warrants that it has the express requisite authority to waive claims for and recovery of such damages on behalf of the property owner as well as for itself.
- 12 Indemnity. To the fullest extent permitted by law, to the PROPORTIONATE extent OF CUSTOMER'S AND Brandt's RESPECTIVE negligence and except as otherwise limited herein, CUSTOMER AND BRANDT agree to indemnify, defend, and hold ONE ANOTHER AND THEIR RESPECTIVE officers, directors, agents, assigns, successors and employees HARMLESS against all claims and damages, losses and expenses (including, but not limited to, REASONABLE attorney's fees) arising out of OR RELATED TO the performance of this contract. NOTWITHSTANDING THE FOREGOING PROVISION, THIS INDEMNITY IS SUBJECT TO THE LIMITATIONS OF LIABILITY IN SECTIONS 8-11 ABOVE.
- 13 Hazardous Materials. If Brandt encounters asbestos, polychlorinated biphenyl (PCB) or other hazardous materials on the Property, Brandt will immediately stop work and report in writing the evidence of such to Customer. Brandt will not resume work in the affected area until the hazardous material has been removed or determined harmless by a qualified laboratory at Customer's expense.
- 14 Dispute Resolution and Governing Law. This Contract shall be interpreted and construed according to the laws of the State of Texas. Any disputes arising out of or related to this Contract will be resolved by agreement through a meeting of executive representatives of each party. If no resolution can be reached, the dispute will be resolved through binding arbitration before an arbitrator experienced in construction law and according to the rules promulgated by the American Arbitration Association. The parties agree that the arbitration will be commenced within sixty (60) days of occurrence of the meeting of executive representatives. This Contract shall be governed by the laws of the State of Texas without regard to conflicts of laws principles.
- 15 Property Manager. If Customer is a property manager or other legal agent or representative of the property owner, Customer represents and warrants that it has the express requisite authority to enter into all of the terms of this Contract including, without limitation, the authority to waive claims for and recovery of consequential (special/indirect/incidental) and punitive damages on behalf of the property owner as well as for itself.
- 16 Entire Agreement. This Contract constitutes the entire agreement and is not assignable by either party without the express written consent of the other party. This Contract may be modified or amended only by written agreement of both parties.

Accepted By Customer: _____ Brandt: _____

The Brandt Companies, LLC

19001 North Heatherwilde Boulevard, Suite 120 Pflugerville, TX 78660, (512) 491-9100. TACLA30430C/TECL20109/M41312

Proposal Date: January 30, 2024

Proposal#: P-20221004-0010

24 Hour Service Dispatch: (512) 491-9100

Reference:

Split-DX Unit #1, #5, & #7 Replacements

Contract # CSP 22-049MF

Customer:

Imad Shamaa

City of Leander
105 N Brushy St
Leander, TX 78641

Service Site:

Imad Shamaa

Leander Library
1011 S Bagdad Rd
Leander, TX 78641

Repair work proposals are for the scope of work as listed below.

☒ Equipment replacement proposals are for the scope of work as listed below.

The Brandt Companies, LLC is pleased to submit the following price and general scope of work to be performed,
(at the above-referenced service site), in the amount of: \$ 37,973.00 excluding any applicable taxes.

Brandt imposes a 2.25% surcharge on all credit card payments. This surcharge is not greater than our cost of acceptance.**Brandt Reserves the Opportunity to Update Proposal After 30 Business Days****Remit To: The Brandt Companies, LLC, P.O.Box 227351, Dallas, TX 75222-7351 - Tax EIN: 37-1652957**

• Austin • Dallas • Fort Worth • Houston • San Antonio • Waco

We appreciate the opportunity to provide you with our services. Upon receipt of a signed proposal, we will begin mobilizing material orders and contact you to coordinate the repairs. Our terms are net ten days from the invoice date, and past due after thirty days. This contract is not valid without attachment and signature of customer on Service Descriptions Page and Terms and conditions.

Best Regards,

Colbie Buchanan

Service Account Manager

Cell: 737-308-9422

Email: Colbie.buchanan@brandt.us

Customer Acceptance

Accepted By:

Name:

Title:

Company:

Date:

Purchase Order Number:

The Brandt Companies, LLC

Accepted By:

Name:

Title:

The Brandt Companies, LLC

Date:

www.brandt.us

Regulated by The Department of Licensing and Regulation/P.O. Box 12157, Austin, TX 78711/1-800-803-9202/512-463-6599/www.license.state.tx.us

Brandt Confidential: This proposal includes data that shall not be disclosed outside of the party or company to which it is intended, and shall not be duplicated, used or disclosed, in whole or in part, for any purpose other than to evaluate this proposal.

The Brandt Companies, LLC

19001 North Heatherwilde Boulevard, Suite 120 Pflugerville, TX 78660, (512) 491-9100. TACLA30430C/TECL20109/M41312

Proposal Date: January 30, 2024

Proposal#:

P-20221004-0010

24 Hour Service Dispatch: (512) 491-9100

Reference:

Split-DX Unit #1, #5, & #7 Replacements

Contract # CSP 22-049MF

Labor and Materials

Labor	Hours	Price Per Hour	Total
HVAC - Regular	110	\$120.00	\$13,200.00
HVAC - OT	0	\$180.00	\$0.00
Labor Total	110		\$13,200.00
Material			Total
Aces Supply			\$21,692.00
HD Supply			\$1,744.00
United Refrigeration			\$1,287.00
Materials Total			\$24,723.00
Service Vehicle Fee			\$50.00
Total			\$37,973.00

The Brandt Companies, LLC

19001 North Heatherwilde Boulevard, Suite 120 Pflugerville, TX 78660, (512) 491-9100. TACLA30430C/TECL20109/M41312

Proposal Date: January 30, 2024

Proposal#:

P-20221004-0010

24 Hour Service Dispatch: (512) 491-9100

Reference:

Split-DX Unit #1, #5, & #7 Replacements

Contract # CSP 22-049MF

Scope of Work:

- This proposal addresses the need to replace (3) Split-DX units due to age. Brandt will provide a formal Due Diligence letter with an engineered stamped, and a formal follow-up letter that states everything was installed/working properly. Brandt will provide all Labor, Equipment and Material needed to perform the following Scope of Work. This work will be performed during regular hours.
- Provide the removal of existing Lennox Split-DX systems #1, #5 and #7, flush line sets, and provide the installation of (3) new 14+ SEER efficiency, American Standard Split-DX Systems with gas heat. System #1 = 3 Ton, #5 = 5 Ton, #7 = 4 ton.
- Provide secondary drip pan replacement on AHU #1 and # 7 only. Unit #5 is in good condition.
- Brandt will relocate how the existing line sets come into the new AHU coil and reroute the condensate drain line so that both are in a more maintainable location.
- Brandt will remove the existing outdoor control and electrical seal tight to condenser unit and replace with new. Existing wiring will be reused.
- Perform startup services on both units, verify proper operation, blow out condensate drip lines with nitrogen to make sure they are free and clear of debris. Submit warranty documentation to manufacture (as applicable).
- Work will be performed during normal business hours and equipment will be disposed of per EPA regulation.
- Brandt will reuse electrical to both the condenser unit and AHU. Existing wall thermostats will be reused.



The Brandt Companies, LLC

19001 North Heatherwilde Boulevard, Suite 120 Pflugerville, TX 78660, (512) 491-9100. TACLA30430C/TECL20109/M41312

Proposal Date:	January 30, 2024	Proposal#:	P-20221004-0010
24 Hour Service Dispatch:	(512) 491-9100	Reference:	Split-DX Unit #1, #5, & #7 Replacements
Contract # CSP 22-049MF			

Accepted By Customer: _____ Brandt:_____

The Brandt Companies, LLC

19001 North Heatherwilde Boulevard, Suite 120 Pflugerville, TX 78660, (512) 491-9100. TACLA30430C/TECL20109/M41312

Proposal Date: January 30, 2024

Proposal#:

P-20221004-0010

24 Hour Service Dispatch: (512) 491-9100

Reference:

Split-DX Unit #1, #5, & #7 Replacements

Contract # CSP 22-049MF

Exclusions:

- Parts, materials and equipment will have a restocking fee if work order is cancelled. Some items have a 100% restocking fee and are non-returnable.
- Anything not listed in the scope of work, including any findings that require upgrade to meet current code requirements.
- Not responsible for unlocated utilities. Overtime work.

Accepted By Customer: _____ Brandt: _____

The Brandt Companies, LLC

19001 North Heatherwilde Boulevard, Suite 120 Pflugerville, TX 78660, (512) 491-9100. TACLA30430C/TECL20109/M41312

Proposal Date: January 30, 2024

Proposal#:

P-20221004-0010

24 Hour Service Dispatch: (512) 491-9100

Reference:

Split-DX Unit #1, #5, & #7 Replacements

Contract # CSP 22-049MF

Brandt's Service Proposal # P-20221004-0010 **is conditioned upon the following terms and conditions, which**

are incorporated by reference and, together with the Proposal, form the Contract between the parties:

- 1 **Warranty.** Brandt shall furnish to Customer all manufacturers' parts and equipment warranties received by Brandt. For a period of one (1) year from the date of the respective work, repair or installation performed by Brandt, Brandt agrees to repair, replace or otherwise make good to the satisfaction of Customer, any defects in parts or materials supplied by Brandt that are not covered under a manufacturer's warranty and that are adversely affecting the performance of the equipment installed by Brandt, if any. Brandt warrants to Customer that all labor performed or provided shall be performed by licensed personnel, if required by applicable law, and will be performed in a good workman like manner. For a period of ninety (90) days from the date of the respective work, repair or installation performed by Brandt, Brandt agrees to repair, replace or otherwise make good to the satisfaction of Customer, any defects in workmanship that is adversely affecting the performance of the equipment installed by Brandt, if any.
- 2 **Insurance.** So long as any of the Work remains to be completed, Brandt shall, at Brandt's sole cost and expense, carry and maintain in full force and effect, the following insurance coverages:
 - (A) Workers' compensation insurance coverage on all individuals employed upon or about the Property according to the requirements of the laws of the State of Texas;
 - (B) General liability insurance coverage with the limits maintained by Brandt at the time of this Proposal (which are: \$1M each occurrence; \$1M personal/advertising injury; \$10M general aggregate; \$2M products/completed operations aggregate; \$10,000 medical expense (any one person)).

The policies will be issued by companies reasonably acceptable to Customer. In the event of any covered loss, or upon Customer's reasonable request, Brandt shall deliver to Customer copies of the insurance policies. Brandt and Customer mutually agree to a waiver by their respective insurer(s) of any and all rights to subrogation.
- 3 **General Limitations on Scope of Work.** Notwithstanding any other provision to the contrary in this Contract, including the incorporated Proposal, the Mechanical Service scope excludes:
 - (a.) Maintenance or repair of Equipment cabinets;
 - (b.) Ductwork and air distribution devices;
 - (c.) Water supply or drain beyond the Equipment;
 - (d.) Repair or replacement of heat exchangers in gas fired furnaces and duct heaters;
 - (e.) Repair or replacement of metal tubes in condensers, chiller, boilers or any other heat exchanger;
 - (f.) Moving or relocation of the subject equipment;
 - (g.) Repairs due to freezing;
 - (h.) Work made necessary by the enforcement of government codes, building and union regulations or as recommended by insurance companies;
 - (i.) Damage of any kind due to corrosion, erosion, electrolytic actions, acts of God, power failure, vandalism, or any other cause whatsoever beyond the control of Brandt;
 - (j.) Electrical components associated with the Equipment including: disconnect switches, fuses, circuit breakers, and electrical wiring not specifically identified within the scope of work;
 - (k.) Water treatment; and
 - (l.) Piping systems of any nature.
- 4 **Hoisting/Rigging Operations.** Prior to the use of heavy commercial hoisting or rigging equipment that could potentially cause damage to the Property or injury, Brandt will notify Customer in writing and shall not proceed without Customer's prior written consent. While all precautions will be exercised to protect Customer's Property, Brandt will not accept any responsibility for damage to parking lots, driveways, or landscaping that may occur as a result of normal hoisting and rigging operations, except to the extent that the damage is caused by Brandt's gross negligence or willful misconduct.
- 5 **Work Hours.** Unless indicated otherwise, all pricing is based upon work being performed during regular working hours of 8:00 am to 5:00 pm, Monday through Friday, except holidays. If work is required at times other than normal working hours, Customer agrees to pay the Brandt's standard overtime charge rates.
- 6 **Payments.** Customer agrees to pay Brandt all sums due with respect to this Proposal in accordance with the terms specified. Payments are due upon receipt of invoice. In the event payment is not received by Brandt within thirty (30) days following billing, such payment shall be considered past due. Beginning with the thirty-first (31st) day following billing, such payment shall bear interest at the maximum rate allowable by law until payment is received. If default is made in the payment of any sums due hereunder and it becomes necessary that this Contract be placed in the hands of an attorney for collection, Customer agrees to pay to Brandt all costs of collection, including reasonable attorney's fee. Brandt shall have the right to cancel this Contract at any time, upon five (5) business days' written notice, if payments as called for herein are not made.
- 7 **Cancellation.** This Contract may be cancelled by either party upon thirty (30) day written notice. In the event of cancellation by the Customer, Brandt reserves the right to invoice and be paid for work performed thru cancellation date.

Accepted By Customer: _____ Brandt: _____

The Brandt Companies, LLC

19001 North Heatherwilde Boulevard, Suite 120 Pflugerville, TX 78660, (512) 491-9100. TACLA30430C/TECL20109/M41312

Proposal Date: January 30, 2024

Proposal#:

P-20221004-0010

24 Hour Service Dispatch: (512) 491-9100

Reference:

Split-DX Unit #1, #5, & #7 Replacements

Contract # CSP 22-049MF

- 8 No Liability from System Design or Existing Equipment Installation. Unless Brandt was the engineer of record for the existing system design under a prior and separate construction/design-build contract or system design is expressly included within the scope of the Proposal (and, in either case, to the extent of that design), Customer acknowledges and stipulates that Brandt did not select, advise Customer regarding, engineer, design or install the system, equipment or any component part thereof to be maintained under this Contract. Accordingly, Brandt shall not be liable in any capacity, under any theory of recovery for any claims or damages related to or originating from prior or existing defects, deficiencies, injuries, or damage (whether to the system, equipment or Property) associated therewith or as a result of prior ineffective maintenance. Brandt agrees, however, to advise the Customer about the existence of such conditions upon discovery in accordance with the terms of the Contract.
- 9 No Liability for Incidental Microbiological Growth/Mold. Customer acknowledges that the Heating, Ventilation, and Air-Conditioning equipment and systems repaired or serviced as a part of this Contract may, under certain conditions, become conducive to or incidentally support microbiological growth. Brandt assumes no liability for nor warrants its work to protect against, eliminate or inhibit any type of incidental microbiological growth including, but not limited to, molds, fungi and other related matter, in or around duct systems, HVAC and related equipment or areas. Brandt agrees, however, to advise the Customer about the existence of such conditions upon discovery and to take measures to discourage such growth as required and in accordance with the terms of the Contract.
- 10 Limitation of Damages for Breach of Contract. The full extent of Brandt's liability and Customer's exclusive remedy for damages from any breach of this Contract, including, but not limited to, nonperformance or misrepresentation, and regardless of the form of action, shall be limited to the annual Contract fee of the current year.
- 11 Mutual Waiver of Consequential and Punitive Damages. Notwithstanding any other provision to the contrary, Brandt and Customer mutually waive all claims against each other for any and all consequential/special/indirect/incidental and, to the extent allowable by law, all punitive/exemplary damages arising out of or relating to this Contract. This mutual waiver includes, but is not limited to, damages incurred for rental expenses, loss of use, lost revenue or profit, lost opportunity, loss of goodwill, loss of management or employee productivity, cost of capital, and cost of substitute facilities, services or goods regardless of the foreseeability of such damages. If Customer is a property manager or other legal agent or representative of the property owner, Customer represents and warrants that it has the express requisite authority to waive claims for and recovery of such damages on behalf of the property owner as well as for itself.
- 12 Indemnity. To the fullest extent permitted by law, to the PROPORTIONATE extent OF CUSTOMER'S AND Brandt's RESPECTIVE negligence and except as otherwise limited herein, CUSTOMER AND BRANDT agree to indemnify, defend, and hold ONE ANOTHER AND THEIR RESPECTIVE officers, directors, agents, assigns, successors and employees HARMLESS against all claims and damages, losses and expenses (including, but not limited to, REASONABLE attorney's fees) arising out of OR RELATED TO the performance of this contract. NOTWITHSTANDING THE FOREGOING PROVISION, THIS INDEMNITY IS SUBJECT TO THE LIMITATIONS OF LIABILITY IN SECTIONS 8-11 ABOVE.
- 13 Hazardous Materials. If Brandt encounters asbestos, polychlorinated biphenyl (PCB) or other hazardous materials on the Property, Brandt will immediately stop work and report in writing the evidence of such to Customer. Brandt will not resume work in the affected area until the hazardous material has been removed or determined harmless by a qualified laboratory at Customer's expense.
- 14 Dispute Resolution and Governing Law. This Contract shall be interpreted and construed according to the laws of the State of Texas. Any disputes arising out of or related to this Contract will be resolved by agreement through a meeting of executive representatives of each party. If no resolution can be reached, the dispute will be resolved through binding arbitration before an arbitrator experienced in construction law and according to the rules promulgated by the American Arbitration Association. The parties agree that the arbitration will be commenced within sixty (60) days of occurrence of the meeting of executive representatives. This Contract shall be governed by the laws of the State of Texas without regard to conflicts of laws principles.
- 15 Property Manager. If Customer is a property manager or other legal agent or representative of the property owner, Customer represents and warrants that it has the express requisite authority to enter into all of the terms of this Contract including, without limitation, the authority to waive claims for and recovery of consequential (special/indirect/incidental) and punitive damages on behalf of the property owner as well as for itself.
- 16 Entire Agreement. This Contract constitutes the entire agreement and is not assignable by either party without the express written consent of the other party. This Contract may be modified or amended only by written agreement of both parties.

Accepted By Customer: _____ Brandt: _____



The Brandt Companies, LLC

19001 North Heatherwilde Boulevard, Suite 120 Pflugerville, TX 78660, (512) 491-9100. TACLA30430C/TECL20109/M41312

Proposal Date: January 29, 2024

Proposal#: P-20221004-0011

24 Hour Service Dispatch: (512) 491-9100

Reference: Split-DX Unit #9 & #10 Replacements

Contract # CSP 22-049MF

Customer:

Imad Shamaa

City of Leander
105 N Brushy St
Leander, TX 78641

Service Site:

Imad Shamaa

Leander Library
1011 S Bagdad Rd
Leander, TX 78641

Repair work proposals are for the scope of work as listed below.

☒ Equipment replacement proposals are for the scope of work as listed below.

The Brandt Companies, LLC is pleased to submit the following price and general scope of work to be performed,
(at the above-referenced service site), in the amount of: \$ 23,253.00 excluding any applicable taxes.

Brandt imposes a 2.25% surcharge on all credit card payments. This surcharge is not greater than our cost of acceptance.

Brandt Reserves the Opportunity to Update Proposal After 30 Business Days

Remit To: The Brandt Companies, LLC, P.O.Box 227351, Dallas, TX 75222-7351 - Tax EIN: 37-1652957

• *Austin* • *Dallas* • *Fort Worth* • *Houston* • *San Antonio* • *Waco*

We appreciate the opportunity to provide you with our services. Upon receipt of a signed proposal, we will begin mobilizing material orders and contact you to coordinate the repairs. Our terms are net ten days from the invoice date, and past due after thirty days. This contract is not valid without attachment and signature of customer on Service Descriptions Page and Terms and conditions.

Best Regards,

Colbie Buchanan

Service Account Manager

Cell: 737-308-9422

Email: Colbie.buchanan@brandt.us

Customer Acceptance

Accepted By:

Name:

Title:

Company:

Date:

Purchase Order Number:

The Brandt Companies, LLC

Accepted By:

Name:

Title:

The Brandt Companies, LLC

Date:

www.brandt.us

Regulated by The Department of Licensing and Regulation/ P.O. Box 12157, Austin, TX 78711/1-800-803-9202/512-463-6599/ www.license.state.tx.us

Brandt Confidential: This proposal includes data that shall not be disclosed outside of the party or company to which it is intended, and shall not be duplicated, used or disclosed, in whole or in part, for any purpose other than to evaluate this proposal.



The Brandt Companies, LLC

19001 North Heatherwilde Boulevard, Suite 120 Pflugerville, TX 78660, (512) 491-9100. TACLA30430C/TECL20109/M41312

Proposal Date: January 29, 2024

Proposal#:

P-20221004-0011

24 Hour Service Dispatch: (512) 491-9100

Reference:

Split-DX Unit #9 & #10 Replacements

Contract # CSP 22-049MF

Labor and Materials

Labor	Hours	Price Per Hour	Total
Plumber - Regular	17	\$120.00	\$2,040.00
HVAC - Regular	67	\$120.00	\$8,040.00
Labor Total	84		\$10,080.00
Material			Total
Aces Supply			\$11,531.00
HD Supply			\$379.00
United Refrigeration			\$1,213.00
Materials Total			\$13,123.00
Service Vehicle Fee			\$50.00
Total			\$23,253.00

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Scope of Work:

- This proposal addresses the need to replace (2) Split-DX units due to age. Brandt will provide a formal Due Diligence letter with an engineered stamped, and a formal follow-up letter that states everything was installed/working properly. Brandt will provide all Labor, Equipment and Material needed to perform the following Scope of Work. This work will be performed during normal hours.
- Provide the removal of existing Lennox Split-DX systems #9, and #10, flush line sets, and provide the installation of (2) new 14+ SEER efficiency, American Standard Split-DX Systems with heat. System #9 & #10 = 4 Ton
- Provide secondary drip pan replacement on AHU #9 only. Unit #10 is in good condition.
- Remove the (2) existing condensate Pumps and Polly drain lines. Provide installation of new PVC drain lines to the nearest accessible drain. Insulate all new horizontal drain lines. Return pumps to building management.
- Brandt will remove the existing outdoor control and electrical seal tight to condenser unit and replace with new. Existing wiring will be reused.
- Perform startup services on both units, verify proper operation, blow out condensate drip lines with nitrogen to make sure they are free and clear of debris. Submit warranty documentation to manufacture (as applicable).
- Work will be performed during normal business hours and equipment will be disposed of per EPA regulation.
- Brandt will reuse electrical to both the condenser unit and AHU. Existing wall thermostats will be reused.
- NOTE: Building management will need to remove brush in front of the condenser units and items blocking or near the mezzanine access ladder prior to work starting.

Accepted By Customer: _____ Brandt: _____

Building a sustainable future
for the communities we serve



PROPOSAL

The Brandt Companies, LLC

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Proposal Date: January 29, 2024

Proposal#: P-20221004-0011

24 Hour Service Dispatch: (512) 491-9100

Reference: Split-DX Unit #9 & #10 Replacements

Contract # CSP 22-049MF

Exclusions:

- Parts, materials and equipment will have a restocking fee if work order is cancelled. Some items have a 100% restocking fee and are non-returnable.
- Anything not listed in the scope of work, including any findings that require upgrade to meet current code requirements.
- Not responsible for unlocated utilities.
- Overtime Labor

Accepted By Customer: _____ Brandt: _____

The Brandt Companies, LLC

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Proposal Date: January 29, 2024

Proposal#:

P-20221004-0011

24 Hour Service Dispatch: (512) 491-9100

Reference:

Split-DX Unit #9 & #10 Replacements

Contract # CSP 22-049MF

Brandt's Service Proposal # P-20221004-0011 **("Proposal") is conditioned upon the following terms and conditions, which**

are incorporated by reference and, together with the Proposal, form the Contract between the parties:

- 1 **Warranty.** Brandt shall furnish to Customer all manufacturers' parts and equipment warranties received by Brandt. For a period of one (1) year from the date of the respective work, repair or installation performed by Brandt, Brandt agrees to repair, replace or otherwise make good to the satisfaction of Customer, any defects in parts or materials supplied by Brandt that are not covered under a manufacturer's warranty and that are adversely affecting the performance of the equipment installed by Brandt, if any. Brandt warrants to Customer that all labor performed or provided shall be performed by licensed personnel, if required by applicable law, and will be performed in a good workman like manner. For a period of ninety (90) days from the date of the respective work, repair or installation performed by Brandt, Brandt agrees to repair, replace or otherwise make good to the satisfaction of Customer, any defects in workmanship that is adversely affecting the performance of the equipment installed by Brandt, if any.
- 2 **Insurance.** So long as any of the Work remains to be completed, Brandt shall, at Brandt's sole cost and expense, carry and maintain in full force and effect, the following insurance coverages:
(A) Workers' compensation insurance coverage on all individuals employed upon or about the Property according to the requirements of the laws of the State of Texas;
(B) General liability insurance coverage with the limits maintained by Brandt at the time of this Proposal (which are: \$1M each occurrence; \$1M personal/advertising injury; \$10M general aggregate; \$2M products/completed operations aggregate; \$10,000 medical expense (any one person)).
The policies will be issued by companies reasonably acceptable to Customer. In the event of any covered loss, or upon Customer's reasonable request, Brandt shall deliver to Customer copies of the insurance policies. Brandt and Customer mutually agree to a waiver by their respective insurer(s) of any and all rights to subrogation.
- 3 **General Limitations on Scope of Work.** Notwithstanding any other provision to the contrary in this Contract, including the incorporated Proposal, the Mechanical Service scope excludes:
 - (a.) Maintenance or repair of Equipment cabinets;
 - (b.) Ductwork and air distribution devices;
 - (c.) Water supply or drain beyond the Equipment;
 - (d.) Repair or replacement of heat exchangers in gas fired furnaces and duct heaters;
 - (e.) Repair or replacement of metal tubes in condensers, chiller, boilers or any other heat exchanger;
 - (f.) Moving or relocation of the subject equipment;
 - (g.) Repairs due to freezing;
 - (h.) Work made necessary by the enforcement of government codes, building and union regulations or as recommended by insurance companies;
 - (i.) Damage of any kind due to corrosion, erosion, electrolytic actions, acts of God, power failure, vandalism, or any other cause whatsoever beyond the control of Brandt;
 - (j.) Electrical components associated with the Equipment including: disconnect switches, fuses, circuit breakers, and electrical wiring not specifically identified within the scope of work;
 - (k.) Water treatment; and
 - (l.) Piping systems of any nature.
- 4 **Hoisting/Rigging Operations.** Prior to the use of heavy commercial hoisting or rigging equipment that could potentially cause damage to the Property or injury, Brandt will notify Customer in writing and shall not proceed without Customer's prior written consent. While all precautions will be exercised to protect Customer's Property, Brandt will not accept any responsibility for damage to parking lots, driveways, or landscaping that may occur as a result of normal hoisting and rigging operations, except to the extent that the damage is caused by Brandt's gross negligence or willful misconduct.
- 5 **Work Hours.** Unless indicated otherwise, all pricing is based upon work being performed during regular working hours of 8:00 am to 5:00 pm, Monday through Friday, except holidays. If work is required at times other than normal working hours, Customer agrees to pay the Brandt's standard overtime charge rates.
- 6 **Payments.** Customer agrees to pay Brandt all sums due with respect to this Proposal in accordance with the terms specified. Payments are due upon receipt of invoice. In the event payment is not received by Brandt within thirty (30) days following billing, such payment shall be considered past due. Beginning with the thirty-first (31st) day following billing, such payment shall bear interest at the maximum rate allowable by law until payment is received. If default is made in the payment of any sums due hereunder and it becomes necessary that this Contract be placed in the hands of an attorney for collection, Customer agrees to pay to Brandt all costs of collection, including reasonable attorney's fee. Brandt shall have the right to cancel this Contract at any time, upon five (5) business days' written notice, if payments as called for herein are not made.
- 7 **Cancellation.** This Contract may be cancelled by either party upon thirty (30) day written notice. In the event of cancellation by the Customer, Brandt reserves the right to invoice and be paid for work performed thru cancellation date.

Accepted By Customer: _____ Brandt: _____

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- 8 **No Liability from System Design or Existing Equipment Installation.** Unless Brandt was the engineer of record for the existing system design under a prior and separate construction/design-build contract or system design is expressly included within the scope of the Proposal (and, in either case, to the extent of that design), Customer acknowledges and stipulates that Brandt did not select, advise Customer regarding, engineer, design or install the system, equipment or any component part thereof to be maintained under this Contract. Accordingly, Brandt shall not be liable in any capacity, under any theory of recovery for any claims or damages related to or originating from prior or existing defects, deficiencies, injuries, or damage (whether to the system, equipment or Property) associated therewith or as a result of prior ineffective maintenance. Brandt agrees, however, to advise the Customer about the existence of such conditions upon discovery in accordance with the terms of the Contract.
- 9 **No Liability for Incidental Microbiological Growth/Mold.** Customer acknowledges that the Heating, Ventilation, and Air-Conditioning equipment and systems repaired or serviced as a part of this Contract may, under certain conditions, become conducive to or incidentally support microbiological growth. Brandt assumes no liability for nor warrants its work to protect against, eliminate or inhibit any type of incidental microbiological growth including, but not limited to, molds, fungi and other related matter, in or around duct systems, HVAC and related equipment or areas. Brandt agrees, however, to advise the Customer about the existence of such conditions upon discovery and to take measures to discourage such growth as required and in accordance with the terms of the Contract.
- 10 **Limitation of Damages for Breach of Contract.** The full extent of Brandt's liability and Customer's exclusive remedy for damages from any breach of this Contract, including, but not limited to, nonperformance or misrepresentation, and regardless of the form of action, shall be limited to the annual Contract fee of the current year.
- 11 **Mutual Waiver of Consequential and Punitive Damages.** Notwithstanding any other provision to the contrary, Brandt and Customer mutually waive all claims against each other for any and all consequential/special/indirect/incidental and, to the extent allowable by law, all punitive/exemplary damages arising out of or relating to this Contract. This mutual waiver includes, but is not limited to, damages incurred for rental expenses, loss of use, lost revenue or profit, lost opportunity, loss of goodwill, loss of management or employee productivity, cost of capital, and cost of substitute facilities, services or goods regardless of the foreseeability of such damages. If Customer is a property manager or other legal agent or representative of the property owner, Customer represents and warrants that it has the express requisite authority to waive claims for and recovery of such damages on behalf of the property owner as well as for itself.
- 12 **Indemnity.** To the fullest extent permitted by law, to the PROPORTIONATE extent OF CUSTOMER'S AND Brandt's RESPECTIVE negligence and except as otherwise limited herein, CUSTOMER AND BRANDT agree to indemnify, defend, and hold ONE ANOTHER AND THEIR RESPECTIVE officers, directors, agents, assigns, successors and employees HARMLESS against all claims and damages, losses and expenses (including, but not limited to, REASONABLE attorney's fees) arising out of OR RELATED TO the performance of this contract. NOTWITHSTANDING THE FOREGOING PROVISION, THIS INDEMNITY IS SUBJECT TO THE LIMITATIONS OF LIABILITY IN SECTIONS 8-11 ABOVE.
- 13 **Hazardous Materials.** If Brandt encounters asbestos, polychlorinated biphenyl (PCB) or other hazardous materials on the Property, Brandt will immediately stop work and report in writing the evidence of such to Customer. Brandt will not resume work in the affected area until the hazardous material has been removed or determined harmless by a qualified laboratory at Customer's expense.
- 14 **Dispute Resolution and Governing Law.** This Contract shall be interpreted and construed according to the laws of the State of Texas. Any disputes arising out of or related to this Contract will be resolved by agreement through a meeting of executive representatives of each party. If no resolution can be reached, the dispute will be resolved through binding arbitration before an arbitrator experienced in construction law and according to the rules promulgated by the American Arbitration Association. The parties agree that the arbitration will be commenced within sixty (60) days of occurrence of the meeting of executive representatives. This Contract shall be governed by the laws of the State of Texas without regard to conflicts of laws principles.
- 15 **Property Manager.** If Customer is a property manager or other legal agent or representative of the property owner, Customer represents and warrants that it has the express requisite authority to enter into all of the terms of this Contract including, without limitation, the authority to waive claims for and recovery of consequential (special/indirect/incidental) and punitive damages on behalf of the property owner as well as for itself.
- 16 **Entire Agreement.** This Contract constitutes the entire agreement and is not assignable by either party without the express written consent of the other party. This Contract may be modified or amended only by written agreement of both parties.

Accepted By Customer: _____ Brandt: _____



EXECUTIVE SUMMARY
2/15/2024

AGENDA SUBJECT:

Approval of Purchasing Agreement L00328 between the City of Leander, Texas, and Axon Enterprise, Inc. for the purchase of body cameras and associated services for the Fire Department through BuyBoard Contract 648-21 in the amount of \$59,472.80 for the term of contract expiring February 14, 2029; providing for an effective date; and authorize the Interim City Manager to execute any and all necessary documents.

BACKGROUND:

The Leander Fire Department utilizes body worn cameras for its fire inspection and code enforcement personnel. The current cameras have reached end of life and the quality is less than ideal. This contract is to purchase the same or similar body worn cameras that are utilized by Leander Police Department.

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

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

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

This agreement allows the City to purchase items from the vendor up to \$59,472.80 in costs on/or before the expiration date of February 14, 2029.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval.

PRESENTER:

Billy Wusterhausen, Fire Chief

	<u>Fiscal Impact</u>
<u>Amount requested:</u>	\$11,894.56.00 annually, \$59,472.80 in Total
<u>Approved in current budget (Yes / No):</u>	Yes
<u>Expenditure (New / Amended):</u>	New
<u>Recurring or one-time:</u>	Recurring
<u>Fund source (Operating / Utility / etc.):</u>	Operating

Attachments:

1. L00328 Contract- Axon
2. Q-476091-45320.579TM revised 02012024



Master Services and Purchasing Agreement for Agency

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the agency listed below or, if no agency is listed below, the agency on the Quote attached hereto ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement will govern all subsequent purchases by Agency for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions.**

- 1.1. "**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.
- 1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.
- 1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.
- 1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

- 2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").
- 2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote by up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment.** Axon invoices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Agency will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

4. **Taxes.** Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

5. **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6. **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty.**

- 7.1. **Limited Warranty.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for one (1) year from the date of Agency's receipt, except Signal Sidearm and Axon-manufactured accessories, which Axon warrants for thirty (30) months and ninety (90) days, respectively, from the date of Agency's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the one- (1-) year hardware warranty through the extended warranty term.
- 7.2. **Disclaimer.** All software and Axon Cloud Services are provided "**AS IS,**" without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability,

Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal

Version: 19.0

Release Date: 8/18/2023

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Master Services and Purchasing Agreement for Agency

fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer.

- 7.3. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.

7.3.1. If Agency exchanges an Axon Device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Agency must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.

- 7.4. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.

- 7.5. **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Agency resells Axon Devices.

7.5.1. **To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Agency confirms and agrees that, in deciding whether to sign this Agreement, it has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.**

7.5.2. **Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.**

- 7.6. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.
- 7.7. **Third-Party Software and Services.** Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Agency and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.
- 7.8. **Axon Aid.** Upon mutual agreement between Axon and Agency, Axon may provide certain products and services to Agency, as a charitable donation under the Axon Aid program. In such event, Agency expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Agency agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Agency expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Agency.

8. **Statement of Work.** Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services,

Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal

Version: 19.0

Release Date: 8/18/2023



Master Services and Purchasing Agreement for Agency

and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible for the performance of Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9. **Axon Device Warnings.** See www.axon.com/legal for the most current Axon Device warnings.
10. **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.
11. **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.
12. **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
13. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
14. **IP Indemnification.** Axon will indemnify Agency against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon-manufactured Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon-manufactured Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
15. **Agency Responsibilities.** Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; (c) disputes between Agency and a third-party over Agency's use of Axon Devices; (d) ensuring Axon Devices are destroyed and disposed of securely and sustainably at Agency's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.
16. **Termination.**
 - 16.1. **For Breach.** A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured at the end of thirty (30) days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
 - 16.2. **By Agency.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.
 - 16.3. **Effect of Termination.** Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.
17. **Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Agency receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.



Master Services and Purchasing Agreement for Agency

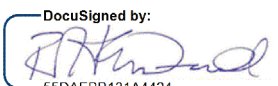
18. General.

- 18.1. **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
- 18.2. **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.
- 18.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 18.4. **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 18.5. **Export Compliance.** Each Party will comply with all import and export control laws and regulations.
- 18.6. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 18.7. **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 18.8. **Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 18.9. **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.
- 18.10. **Governing Law.** The laws of the country, state, province, or municipality where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 18.11. **Notices.** All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Agency shall be provided to the address on file with Axon. Notices to Axon shall be provided to [Choose an item.](#), Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.
- 18.12. **Entire Agreement.** This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON:

Axon Enterprise, Inc.

Signature:  _____
DocuSigned by:
55DAEBB131A4424...
 Name: Robert E. Driscoll, Jr.
 Title: Deputy General Counsel
 Date: 2/1/2024 | 11:45 AM MST

AGENCY:

City of Leander

Signature: _____
 Name: _____
 Title: _____
 Date: _____



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Axon Cloud Services Terms of Use Appendix

1. Definitions.

- a. **"Agency Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.
- b. **"Evidence"** is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.
- c. **"Non-Content Data"** is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.
- d. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2. **Access.** Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Agency may not upload non-TASER Data to Axon Evidence Lite.

3. **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

5. **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.

- a. Agency will also maintain the security of end usernames and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.
- b. To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.

6. **Privacy.** Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic



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screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

7. **Axon Body 3 Wi-Fi Positioning.** Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.
8. **Storage.** For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for six (6) months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.

For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon's Evidence.com user license; (ii) is limited to data of the law enforcement agency that purchased the Third-Party Unlimited Storage and the Axon's Evidence.com end user or Agency is prohibited from storing data for other law enforcement agencies; and (iii) Agency may only upload and store data that is directly related to: (1) the investigation of, or the prosecution of a crime; (2) common law enforcement activities; or (3) any Agency Content created by Axon Devices or Evidence.com.

9. **Location of Storage.** Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.
10. **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.
11. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.
12. **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 or OSP 10 bundle. During Agency's Axon Records Subscription Term, if any, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.
 - a. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 bundle, upon completion of the OSP 7 or OSP 10 Term ("**Axon Records Subscription**")
 - b. An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.
 - c. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.
 - d. Users of Axon Records at the Agency may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon



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may limit usage should the Agency exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.

13. **Axon Cloud Services Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
 - a. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - b. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
 - c. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - d. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - e. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - f. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
 - g. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.
14. **After Termination.** Axon will not delete Agency Content for ninety (90) days following termination. There will be no functionality of Axon Cloud Services during these ninety (90) days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.
15. **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
16. **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.
17. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Privacy, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.



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Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP).** The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.
2. **ACEIP Tier 1.**
 - 2.1. When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1¹. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Agency Content or ACEIP Content ("**Use Case**"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) ("**New Use Case**").
 - 2.2. **Expiration of ACEIP Tier 1.** Agency consent granted herein will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to, Agency.
3. **ACEIP Tier 2.** In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique

¹ For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.



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to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed, or de-identified data.

☐ Check this box if Agency wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Agency into ACEIP Tier 2 until Axon and Agency agree to terms in writing providing for such participation in ACEIP Tier 2.



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Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services.** Agency must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.
2. **Axon Full Service (Axon Full Service).** Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than four (4) consecutive on-site days, Agency must purchase additional days. Axon Full Service options include:

System set up and configuration

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories and custom roles based on Agency need
- Register cameras to Agency domain
- Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access
- One on-site session included

Dock configuration

- Work with Agency to decide the ideal location of Docks and set configurations on Dock
- Authenticate Dock with Axon Evidence using admin credentials from Agency
- On-site assistance, not to include physical mounting of docks

Best practice implementation planning session

- Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies
- Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management
- Provide referrals of other agencies using the Axon camera devices and Axon Evidence
- Recommend rollout plan based on review of shift schedules

System Admin and troubleshooting training sessions

Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

Axon instructor training (Train the Trainer)

Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations

Evidence sharing training

Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies

End user go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

[Implementation document packet](#)

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

Post go-live review

3. **Body-Worn Camera Starter Service (Axon Starter).** Axon Starter includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency requires more than one (1) day of on-site Services, Agency must purchase additional on-site Services. The Axon Starter options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories & custom roles based on Agency need
- Troubleshoot IT issues with Axon Evidence and Dock access



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Dock configuration

- Work with Agency to decide the ideal location of Dock setup and set configurations on Dock
- Authenticate Dock with Axon Evidence using "Administrator" credentials from Agency
- Does not include physical mounting of docks

Axon instructor training (Train the Trainer)

Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations

End user go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

[Implementation document packet](#)

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual).** Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.
5. **CEW Services Packages.** CEW Services Packages are detailed below:

System set up and configuration

- Configure Axon Evidence categories & custom roles based on Agency need.
- Troubleshoot IT issues with Axon Evidence.
- Register users and assign roles in Axon Evidence.
- **For the CEW Full Service Package:** On-site assistance included
- **For the CEW Starter Package:** Virtual assistance included

Dedicated Project Manager

Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout

Best practice implementation planning session to include:

- Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies
- Discuss the importance of entering metadata and best practices for digital data management
- Provide referrals to other agencies using TASER CEWs and Axon Evidence
- **For the CEW Full Service Package:** On-site assistance included
- **For the CEW Starter Package:** Virtual assistance included

System Admin and troubleshooting training sessions

On-site sessions providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

Axon Evidence Instructor training

- Provide training on the Axon Evidence to educate instructors who can support Agency's subsequent Axon Evidence training needs.
- **For the CEW Full Service Package:** Training for up to 3 individuals at Agency
- **For the CEW Starter Package:** Training for up to 1 individual at Agency

TASER CEW inspection and device assignment

Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.

Post go-live review

For the CEW Full Service Package: On-site assistance included.

For the CEW Starter Package: Virtual assistance included.

6. **Smart Weapon Transition Service.** The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs

Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.



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Return of Old Weapons

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters.
Axon will provide Agency with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **VR Services Package.** VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which Services are appropriate. The VR Service training options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon VR headset content
- Configure agency settings based on Agency need
- Troubleshoot IT issues with Axon VR headset

Axon instructor training (Train the Trainer)

Training for up to five (5) Agency's in-house instructors who can support Agency's Axon VR CET and SIM training needs after Axon's has fulfilled its contracted on-site obligations

Classroom and practical training sessions

Step-by-step explanation and assistance for Agency's configuration of Axon VR CET and SIM functionality, basic operation, and best practices

8. **Axon Air, On-Site Training.** Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency's requires more than one (1) day of on-site Services, Agency must purchase additional on-site Services. The Axon Air, On-Site training options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon Air App (ASDS)
- Configure agency settings based on Agency need
- Configure drone controller
- Troubleshoot IT issues with Axon Evidence

Axon instructor training (Train the Trainer)

Training for Agency's in-house instructors who can support Agency's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations

Classroom and practical training sessions

Step-by-step explanation and assistance for Agency's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices

9. **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.

10. **Signal Sidearm Installation Service.**

- Purchases of 50 SSA units or more:** Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Agency is responsible for providing a suitable work/training area.
- Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration.

11. **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

12. **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.

Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal

Version: 19.0

Release Date: 8/18/2023

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13. **Access Computer Systems to Perform Services.** Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.
14. **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it
15. **Acceptance.** When Axon completes professional services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional services.
16. **Agency Network.** For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.



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Technology Assurance Plan Appendix

If Technology Assurance Plan ("TAP") or a bundle including TAP is on the Quote, this appendix applies.

1. **TAP Warranty**. The TAP warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.
2. **Officer Safety Plan**. If Agency purchases an Officer Safety Plan ("OSP"), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 or OSP 10 Term**. OSP 7 or OSP 10 begins on the date specified in the Quote ("**OSP Term**").
4. **TAP BWC Upgrade**. If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera ("**BWC Upgrade**") as scheduled in the Quote. If Agency purchased TAP, Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
5. **TAP Dock Upgrade**. If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote ("**Dock Upgrade**"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
6. **Upgrade Delay**. Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Agency.
7. **Upgrade Change**. If Agency wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Agency must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device**. Within thirty (30) days of receiving a BWC or Dock Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
9. **Termination**. If Agency's payment for TAP, OSP, or Axon Evidence is more than thirty (30) days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
 - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
 - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
 - 9.3. Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.



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TASER 7 Appendix

This TASER 7 Appendix applies to Agency's TASER 7, OSP 7, or OSP 7 Plus purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan.** If the Quote includes "Duty Cartridge Replenishment Plan", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training.** If the Quote includes a training voucher, Agency must use the voucher within one (1) year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "Training Content"), Agency may access Training Content. Axon will deliver all Training Content electronically.
3. **TASER Upgrade.** If Agency purchases Axon's 10-year certification program for Axon's latest version of its TASER energy weapon ("Certification Program") and has no outstanding payment obligations as of the beginning of the sixth (6th) year of the Certification Program, Agency will qualify for an upgrade to any subsequent version of the Certification Program ("CEW Upgrade"). Agency will receive the CEW Upgrade at no additional cost, only to the extent such subsequent version of the Certification Program includes the same products or features as the Certification Program purchased by Agency. If Agency wants to upgrade to a Certification Program that includes additional products or features, Agency will pay the additional cost associated with such products and features. For the avoidance of doubt, Agency is not required to upgrade to any subsequent version of the Certification Program. Axon may ship the CEW Upgrade as scheduled in the Quote without prior confirmation from agency unless the Parties agree in writing otherwise at least ninety (90) days in advance. If necessary to maintain compatibility among Axon Devices, within thirty (30) days of receiving the CEW Upgrade, Agency must, if requested by Axon, return all hardware and related accessories received in connection with the Certification Program to Axon. In such event, Agency must ship batteries via ground shipping or in accordance with federal regulations in place at the time of the return. Axon will pay shipping costs for the return if Agency uses Axon's RMA process.
4. **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.
5. **Trade-in.** If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("Trade-In Units") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

<u>Agency Size</u>	<u>Days to Return from Start Date of TASER 7 Subscription</u>
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

6. **TASER 7 Subscription Term.** The TASER 7 Subscription Term for a standalone TASER 7 purchase begins on shipment of the TASER 7 hardware. The TASER 7 Subscription Term for OSP 7 begins on the OSP 7 start date.
7. **Access Rights.** Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Subscription Term. Agency may not exceed the number of end users the Quote specifies.
8. **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body.
9. **Termination.** If payment for TASER 7 is more than thirty (30) days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:
 - 9.1. TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.



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- 9.2. Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of termination.
 - 9.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.



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TASER 10 Appendix

This TASER 10 Appendix applies to Agency's TASER 10, OSP 10, OSP Plus, or OSP 10 Plus Premium purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan**. If the Quote includes "Duty Cartridge Replenishment Plan", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training**. If the Quote includes a training voucher, Agency must use the voucher within one (1) year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "Training Content"), Agency may access Training Content. Axon will deliver all Training Content electronically.
3. **Extended Warranty**. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.
4. **Trade-in**. If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("Trade-In Units") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

<u>Agency Size</u>	<u>Days to Return from Start Date of TASER 10 Subscription</u>
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

5. **TASER 10 Subscription Term**. The TASER 10 Subscription Term for a standalone TASER 10 purchase begins on shipment of the TASER 10 hardware. The TASER 10 Subscription Term for OSP 10 begins on the OSP 10 start date.
6. **Access Rights**. Upon Axon granting Agency a TASER 10 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 10 CEW devices during the TASER 10 Subscription Term. Agency may not exceed the number of end users the Quote specifies.
7. **Agency Warranty**. If Agency is located in the US, Agency warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Agency use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.
8. **Purchase Order**. To comply with applicable laws and regulations, Agency must provide a purchase order to Axon prior to shipment of TASER 10.
9. **Apollo Grant (US only)**. If Agency has received an Apollo Grant from Axon, Agency must pay all fees in the Quote prior to upgrading to any new TASER CEW offered by Axon.



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Axon Auto-Tagging Appendix

If Auto-Tagging is included on the Quote, this Appendix applies.

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS.
2. **Support.** For thirty (30) days after completing Auto-Tagging Services, Axon will provide up to five (5) hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, if Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.
3. **Changes.** Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
4. **Agency Responsibilities.** Axon's performance of Auto-Tagging Services requires Agency to:
 - 4.1. Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);
 - 4.2. Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
 - 4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
 - 4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
 - 4.5. Promptly install and implement any software updates provided by Axon;
 - 4.6. Ensure that all appropriate data backups are performed;
 - 4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;
 - 4.8. Provide Axon with remote access to Agency's Axon Evidence account when required;
 - 4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and
 - 4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
5. **Access to Systems.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify the resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.



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Axon Fleet Appendix

If Axon Fleet is included on the Quote, this Appendix applies.

1. Agency Responsibilities.
 19. Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 or Axon Fleet 3 (collectively, "**Axon Fleet**") as established by Axon during the qualifier call and on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.
 20. Agency is responsible for providing a suitable work area for Axon or Axon third-party providers to install Axon Fleet systems into Agency vehicles. Agency is responsible for making available all vehicles for which installation services were purchased, during the agreed upon onsite installation dates. Failure to make vehicles available may require an equitable adjustment in fees or schedule.
2. **Cradlepoint.** If Agency purchases Cradlepoint Enterprise Cloud Manager, Agency will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Agency requires Cradlepoint support, Agency will contact Cradlepoint directly.
3. **Third-party Installer.** Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.
4. Wireless Offload Server.
 - 4.1. **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
 - 4.2. **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
 - 4.3. **Updates.** If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.
 - 4.4. **WOS Support.** Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.
5. Axon Vehicle Software.
 - 5.1. **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "**Axon Vehicle Software**".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.
 - 5.2. **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.



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6. **Acceptance Checklist.** If Axon provides services to Agency pursuant to any statement of work in connection with Axon Fleet, within seven (7) days of the date on which Agency retrieves Agency's vehicle(s) from the Axon installer, said vehicle having been installed and configured with tested and fully and properly operational in-car hardware and software identified above, Agency will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables.
7. **Axon Fleet Upgrade.** If Agency has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Agency with the same or like model of Fleet hardware ("**Axon Fleet Upgrade**") as scheduled on the Quote.
 - 7.1. If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.
 - 7.2. Within thirty (30) days of receiving the Axon Fleet Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Agency does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
8. **Axon Fleet Termination.** Axon may terminate Agency's Fleet subscription for non-payment. Upon any termination:
 - 8.1. Axon Fleet subscription coverage terminates, and no refunds will be given.
 - 8.2. Axon will not and has no obligation to provide the Axon Fleet Upgrade.
 - 8.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.



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Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus, if either is included on the Quote.

1. **Axon Respond Subscription Term.** If Agency purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Agency. If Agency purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Agency, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.
2. **Scope of Axon Respond.** The scope of Axon Respond is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Respond to better meet Agency's needs.
3. **Axon Body 3 LTE Requirements.** Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.
4. **Axon Fleet 3 LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Agency is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Agency's LTE carrier.
5. **Axon Respond Service Limitations.** Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area, and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.
 - 5.1. With regard to Axon Body 3, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.
6. **Termination.** Upon termination of this Agreement, or if Agency stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.



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Add-on Services Appendix

This Appendix applies if Axon Community Request, Axon Redaction Assistant, and/or Axon Performance are included on the Quote.

1. **Subscription Term.** If Agency purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as part of OSP 7 or OSP 10, the subscription begins on the later of the (1) start date of the OSP 7 or OSP 10 Term, or (2) date Axon provisions Axon Community Request Axon Redaction Assistant, or Axon Performance to Agency.
 - 1.1. If Agency purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Community Request, Axon Redaction Assistant, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.
 - 1.2. The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.
2. **Axon Community Request Storage.** For Axon Community Request, Agency may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Agency's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.
3. **Performance Auto-Tagging Data.** In order to provide some features of Axon Performance to Agency, Axon will need to store call for service data from Agency's CAD or RMS.



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Axon Auto-Transcribe Appendix

This Appendix applies if Axon Auto-Transcribe is included on the Quote.

1. **Subscription Term.** If Agency purchases Axon Auto-Transcribe as part of a bundle or Axon Cloud Services subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to Agency. If Agency purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Agency.
 - 1.1. If Agency cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.
2. **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Agency a set number of minutes, Agency may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Agency will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Agency additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Agency by Axon.
3. **Axon Unlimited Transcribe.** Upon Axon granting Agency an Unlimited Transcribe subscription to Axon Auto-Transcribe, Agency may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Citizen, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.
4. **Warranty.** Axon disclaims all warranties, express or implied, for Axon Auto-Transcribe.



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Axon Virtual Reality Content Terms of Use Appendix

If Virtual Reality is included on the Quote, this Appendix applies.

1. **Term.** The Quote will detail the products and license duration, as applicable, of the goods, services, and software, and contents thereof, provided by Axon to Agency related to virtual reality (collectively, "**Virtual Reality Media**").
2. **Headsets.** Agency may purchase additional virtual reality headsets from Axon. In the event Agency decides to purchase additional virtual reality headsets for use with Virtual Reality Media, Agency must purchase those headsets from Axon.
3. **License Restrictions.** All licenses will immediately terminate if Agency does not comply with any term of this Agreement. If Agency utilizes more users than stated in this Agreement, Agency must purchase additional Virtual Reality Media licenses from Axon. Agency may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Agency may not:
 - 3.1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;
 - 3.2. reverse engineer, disassemble, or decompile Virtual Reality Media or apply any process to derive the source code of Virtual Reality Media, or allow others to do the same;
 - 3.3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;
 - 3.4. use trade secret information contained in Virtual Reality Media;
 - 3.5. resell, rent, loan or sublicense Virtual Reality Media;
 - 3.6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; or
 - 3.7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Media or any copies of Virtual Reality Media.
4. **Privacy.** Agency's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at <https://www.axon.com/axonvrprivacypolicy>.
5. **Termination.** Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement.



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Axon Evidence Local Software Appendix

This Appendix applies if Axon Evidence Local is included on the Quote.

1. **License.** Axon owns all executable instructions, images, icons, sound, and text in Axon Evidence Local. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Axon Evidence Local. "Use" means storing, loading, installing, or executing Axon Evidence Local exclusively for data communication with an Axon Device. Agency may use Axon Evidence Local in a networked environment on computers other than the computer it installs Axon Evidence Local on, so long as each execution of Axon Evidence Local is for data communication with an Axon Device. Agency may make copies of Axon Evidence Local for archival purposes only. Axon shall retain all copyright, trademark, and proprietary notices in Axon Evidence Local on all copies or adaptations.
2. **Term.** The Quote will detail the duration of the Axon Evidence Local license, as well as any maintenance. The term will begin upon installation of Axon Evidence Local.
3. **License Restrictions.** All licenses will immediately terminate if Agency does not comply with any term of this Agreement. Agency may not use Axon Evidence Local for any purpose other than as expressly permitted by this Agreement. Agency may not:
 - 3.1. modify, tamper with, repair, or otherwise create derivative works of Axon Evidence Local;
 - 3.2. reverse engineer, disassemble, or decompile Axon Evidence Local or apply any process to derive the source code of Axon Evidence Local, or allow others to do the same;
 - 3.3. access or use Axon Evidence Local to avoid incurring fees or exceeding usage limits or quotas;
 - 3.4. copy Axon Evidence Local in whole or part, except as expressly permitted in this Agreement;
 - 3.5. use trade secret information contained in Axon Evidence Local;
 - 3.6. resell, rent, loan or sublicense Axon Evidence Local;
 - 3.7. access Axon Evidence Local to build a competitive device or service or copy any features, functions, or graphics of Axon Evidence Local; or
 - 3.8. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Evidence Local or any copies of Axon Evidence Local.
4. **Support.** Axon may make available updates and error corrections ("**Updates**") to Axon Evidence Local. Axon will provide Updates electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate access to the Internet to receive Updates. Agency is responsible for maintaining the computer equipment necessary to use Axon Evidence Local. Axon may provide technical support of a prior release/version of Axon Evidence Local for six (6) months from when Axon made the subsequent release/version available.
5. **Termination.** Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement. Upon termination, Axon may disable Agency's right to login to Axon Evidence Local.



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Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services are included on the Quote.

1. **Definitions.**

- 1.1. **"API Client"** means the software that acts as the interface between Agency's computer and the server, which is already developed or to be developed by Agency.
- 1.2. **"API Interface"** means software implemented by Agency to configure Agency's independent API Client Software to operate in conjunction with the API Service for Agency's authorized Use.
- 1.3. **"Axon Evidence Partner API, API or Axon API"** (collectively **"API Service"**) means Axon's API which provides a programmatic means to access data in Agency's Axon Evidence account or integrate Agency's Axon Evidence account with other systems.
- 1.4. **"Use"** means any operation on Agency's data enabled by the supported API functionality.

2. **Purpose and License.**

- 2.1. Agency may use API Service and data made available through API Service, in connection with an API Client developed by Agency. Axon may monitor Agency's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Agency agrees to not interfere with such monitoring or obscure from Axon Agency's use of API Service. Agency will not use API Service for commercial use.
- 2.2. Axon grants Agency a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Agency's Use in connection with Agency's API Client.
- 2.3. Axon reserves the right to set limitations on Agency's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. **Configuration.** Agency will work independently to configure Agency's API Client with API Service for Agency's applicable Use. Agency will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Agency will inform Axon promptly of any updates. Upon Agency's registration, Axon will provide documentation outlining API Service information.

4. **Agency Responsibilities.** When using API Service, Agency and its end users may not:

- 4.1. use API Service in any way other than as expressly permitted under this Agreement;
- 4.2. use in any way that results in, or could result in, any security breach to Axon;
- 4.3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;
- 4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;
- 4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;
- 4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;
- 4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;
- 4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;
- 4.9. make available to a third-party, any token, key, password or other login credentials to API Service;
- 4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or
- 4.11. disclose Axon's API manual.

5. **API Content.** All content related to API Service, other than Agency Content or Agency's API Client content, is considered Axon's API Content, including:

- 5.1. the design, structure and naming of API Service fields in all responses and requests;



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- 5.2. the resources available within API Service for which Agency takes actions on, such as evidence, cases, users, or reports;
 - 5.3. the structure of and relationship of API Service resources; and
 - 5.4. the design of API Service, in any part or as a whole.
 6. **Prohibitions on API Content.** Neither Agency nor its end users will use API content returned from the API Interface to:
 - 6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
 - 6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;
 - 6.3. misrepresent the source or ownership; or
 - 6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).
 7. **API Updates.** Axon may update or modify the API Service from time to time ("**API Update**"). Agency is required to implement and use the most current version of API Service and to make any applicable changes to Agency's API Client required as a result of such API Update. API Updates may adversely affect how Agency's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Agency to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.



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Advanced User Management Appendix

This Appendix applies if Axon Advanced User Management is included on the Quote.

1. **Scope.** Advanced User Management allows Agency to (a) utilize bulk user creation and management, (b) automate user creation and management through System for Cross-domain Identity Management ("**SCIM**"), and (c) automate group creation and management through SCIM.
2. **Advanced User Management Configuration.** Agency will work independently to configure Agency's Advanced User Management for Agency's applicable Use. Upon request, Axon will provide general guidance to Agency, including documentation that details the setup and configuration process.



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Axon Channel Services Appendix

This Appendix applies if Agency purchases Axon Channel Service, as set forth on the Quote.

1. **Definitions.**
 - 1.1. **"Axon Digital Evidence Management System"** means Axon Evidence or Axon Evidence Local, as specified in the attached Channel Services Statement of Work.
 - 1.2. **"Active Channel"** means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.
 - 1.3. **"Inactive Channel"** means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.
2. **Scope.** Agency currently has a third-party system or data repository from which Agency desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Agency's third-party data into an Axon Digital Evidence Management System or the transfer of Agency data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work ("**Channel Services SOW**"). Channel Services will not delete any Agency Content. Agency is responsible for verifying all necessary data is migrated correctly and retained per Agency policy.
3. **Changes.** Axon is only responsible to perform the Services described in this Appendix and Channel Services SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
4. **Purpose and Use.** Agency is responsible for verifying Agency has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Agency is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Agency's network and systems to perform the Services described in the Channel Services SOW. Agency is responsible for facilitating this access per all laws and policies applicable to Agency.
5. **Project Management.** Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.
6. **Warranty.** Axon warrants that it will perform the Channel Services in a good and workmanlike manner.
7. **Monitoring.** Axon may monitor Agency's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency's use of channel services.
8. **Agency's Responsibilities.** Axon's successful performance of the Channel Services requires Agency:
 - 8.1. Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);
 - 8.2. Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Channel Services);
 - 8.3. Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;
 - 8.4. Ensure all appropriate data backups are performed;
 - 8.5. Provide Axon with remote access to the Agency's network and third-party systems when required for Axon to perform the Channel Services;
 - 8.6. Notify Axon of any network or machine maintenance that may impact the performance of the Channel Services; and
 - 8.7. Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators,

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and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).



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VIEVU Data Migration Appendix

This Appendix applies if Agency purchases Migration services, as set forth on the Quote.

1. **Scope.** Agency currently has legacy data in the VIEVU solution from which Agency desires to move to Axon Evidence. Axon will work with Agency to copy legacy data from the VIEVU solution into Axon Evidence ("**Migration**"). Before Migration, Agency and Axon will work together to develop a Statement of Work ("**Migration SOW**") to detail all deliverables and responsibilities. The Migration will require the availability of Agency resources. Such resources will be identified in the SOW. On-site support during Migration is not required. Upon Agency's request, Axon will provide on-site support for an additional fee. Any request for on-site support will need to be pre-scheduled and is subject to Axon's resource availability.
 - 1.1. A small amount of unexposed data related to system information will not be migrated from the VIEVU solution to Axon Evidence. Upon request, some of this data can be manually exported before Migration and provided to Agency. The Migration SOW will provide further detail.
2. **Changes.** Axon is only responsible to perform the Services described in this Appendix and Migration SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
3. **Project Management.** Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.
4. **Downtime.** There may be downtime during the Migration. The duration of the downtime will depend on the amount of data that Agency is migrating. Axon will work with Agency to minimize any downtime. Any VIEVU mobile application will need to be disabled upon Migration.
5. **Functionality Changes.** Due to device differences between the VIEVU solution and the Axon's Axon Evidence solution, there may be functionality gaps that will not allow for all migrated data to be displayed the same way in the user interface after Migration.
6. **Acceptance.** Once the Migration is complete, Axon will notify Agency and provide an acceptance form. Agency is responsible for verifying that the scope of the project has been completed and all necessary data is migrated correctly and retained per Agency policy. Agency will have ninety (90) days to provide Axon acceptance that the Migration was successful, or Axon will deem the Migration accepted.
 - 6.1. In the event Agency does not accept the Migration, Agency agrees to notify Axon within a reasonable time. Agency also agrees to allow Axon a reasonable time to resolve any issue. In the event Agency does not provide Axon with a written rejection of the Migration during these ninety (90) days, Agency may be charged for additional monthly storage costs. After Agency provides acceptance of the Migration, Axon will delete all data from the VIEVU solution ninety (90) days after the Migration.
7. **Post-Migration.** After Migration, the VIEVU solution may not be supported and updates may not be provided. Axon may end of life the VIEVU solution in the future. If Agency elects to maintain data within the VIEVU solution, Axon will provide Agency ninety (90) days' notice before ending support for the VIEVU solution.
8. **Warranty.** Axon warrants that it will perform the Migration in a good and workmanlike manner.
9. **Monitoring.** Axon may monitor Agency's use of Migration to ensure quality, improve Axon Devices and Services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure Agency's use of Migration from Axon.



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Axon Technical Account Manager Appendix

This Appendix applies if Axon Support Engineer services are included on the Quote.

1. **Axon Technical Account Manager Payment.** Axon will invoice for Axon Technical Account Manager ("TAM") services, as outlined in the Quote, when the TAM commences work on-site at Agency.

2. **Full-Time TAM Scope of Services.**

- 2.1. A Full-Time TAM will work on-site four (4) days per week, unless an alternate schedule or reporting location is mutually agreed upon by Axon and Customer.
- 2.2. Agency's Axon sales representative and Axon's Agency Success team will work with Agency to define its support needs and ensure the Full-Time TAM has skills to align with those needs. There may be up to a six- (6-) month waiting period before the Full-Time TAM can work on-site, depending upon Agency's needs and availability of a Full-Time TAM.
- 2.3. The purchase of Full-Time TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Agency, and Agency is current on all payments for the Full-Time TAM Service.
- 2.4. The Full-Time TAM **Service options are listed below:**

Ongoing System Set-up and Configuration

Assisting with assigning cameras and registering docks

Maintaining **Agency's Axon Evidence account**

Connecting Agency to "Early Access" programs for new devices

Account Maintenance

Conducting on-site training on new features and **devices for Agency leadership team(s)**

Thoroughly documenting issues and workflows and suggesting new workflows to improve **the effectiveness of the Axon program**

Conducting weekly meetings to cover current issues and program status

Data Analysis

Providing on-demand Axon usage data to identify trends and insights for improving daily workflows

Comparing **Agency's Axon usage and trends to peers to establish best practices**

Proactively monitoring the health of Axon equipment and coordinating returns when needed

Direct Support

Providing on-site, Tier 1 and Tier 2 (as defined in Axon's Service Level Agreement) technical support for Axon Devices

Proactively monitoring the health of **Axon equipment**

Creating and monitoring RMAs **on-site**

Providing Axon app support

Monitoring and testing new firmware and workflows before they are released to Agency's production environment

Agency Advocacy

Coordinating **bi-annual voice of customer meetings with Axon's Device Management team**

Recording and tracking Agency feature requests and major bugs

3. **Regional TAM Scope of Services**

- 3.1. A Regional TAM will work on-site for three (3) consecutive days per quarter. Agency must schedule the on-site days at least two (2) weeks in advance. The Regional TAM will also be available by phone and email during regular business hours up to eight (8) hours per week.
- 3.2. There may be up to a six- (6-) month waiting period before Axon assigns a Regional TAM to Agency, depending upon the availability of a Regional TAM.
- 3.3. The purchase of Regional TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Agency and Agency is current on all payments for the Regional TAM Service.
- 3.4. The Regional TAM service options are listed below:



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Account Maintenance

Conducting remote training on new features and **devices for Agency's leadership**

Thoroughly documenting issues and workflows and suggesting new **workflows to improve the effectiveness of the Axon program**

Conducting weekly conference calls to cover **current issues and program status**

Visiting Agency quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Agency's goals for your Axon program, and continue to ensure a successful deployment of Axon Devices

Direct Support

Providing remote, Tier 1 and Tier 2 (As defined Axon's Service Level Agreement) technical support for Axon Devices

Creating and monitoring RMAs remotely

Data Analysis

Providing quarterly Axon **usage data to identify trends and program efficiency opportunities**

Comparing an **Agency's Axon usage and trends to peers to establish best practices**

Proactively monitoring the health of Axon equipment and coordinating returns when needed

Agency Advocacy

Coordinating bi-yearly Voice of **Agency meetings with Device Management team**

Recording and tracking Agency feature requests and major bugs

4. **Out of Scope Services.** The TAM is responsible to perform only the Services described in this Appendix. Any additional Services discussed or implied that are not defined explicitly in this Appendix will be considered out of the scope.
5. **TAM Leave Time.** The TAM will be allowed up seven (7) days of sick leave and up to fifteen (15) days of vacation time per each calendar year. The TAM will work with Agency to coordinate any time off and will provide Agency with at least two (2) weeks' notice before utilizing any vacation days.



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Axon Investigate Appendix

If the Quote includes Axon's On Prem Video Suite known as Axon Investigate or Third Party Video Support License, the following appendix shall apply.

1. **License Grant.** Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Agency a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("**Software**") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Agency any right to enhancements or updates, but if such are made available to Agency and obtained by Agency they shall become part of the Software and governed by the terms of this Agreement.
2. **Third-Party Licenses.** Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Agency agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Agency terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.
3. **Restrictions on Use.** Agency may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Agency may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Agency may not rent, lease, sublicense, grant a security interest in or otherwise transfer Agency's rights to or to use the Software. Any rights not granted are reserved to Axon.
4. **Term.** For purchased perpetual Licenses only—excluding Licenses leased for a pre-determined period, evaluation licenses, companion licenses, as well as temporary licenses--the license shall be perpetual unless Agency fails to observe any of its terms, in which case it shall terminate immediately, and without additional prior notice. The terms of Paragraphs 1, 2, 3, 5, 6, 8 and 9 shall survive termination of this Agreement. For licenses leased for a pre-determined period, for evaluation licenses, companion licenses, as well as temporary licenses, the license is granted for a period beginning at the installation date and for the duration of the evaluation period or temporary period as agreed between Axon and Agency.
5. **Title.** Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications, and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This Agreement does not provide Agency with title or ownership of the Software, but only a right of limited use.
6. **Copies.** The Software is copyrighted under the laws of the United States and international treaty provisions. Agency may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Agency. If Agency receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Agency to use the copy of media on an additional server.
7. **Actions Required Upon Termination.** Upon termination of the license associated with this Agreement, Agency agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Agency ("**Software Documentation**") or return such copies to Axon. Regarding any copies of media containing regular backups of Agency's computer or computer system, Agency agrees not to access such media for the purpose of recovering the Software or online Software Documentation.
8. **Export Controls.** None of the Software, Software Documentation or underlying information may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, of the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. Treasury Department's list of Specially Designated Nations, or the U.S. Department of Commerce's Table of Denials.
9. **U.S. Government Restricted Rights.** The Software and Software Documentation are Commercial Computer Software provided with Restricted Rights under Federal Acquisition Regulations and agency supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or



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subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.



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My90 Terms of Use Appendix

Definitions.

- 1.1. **"My90"** means Axon's proprietary platform and methodology to obtain and analyze feedback, and other related offerings, including, without limitation, interactions between My90 and Axon products.
- 1.2. **"Recipient Contact Information"** means contact information, as applicable, including phone number or email address (if available) of the individual whom Agency would like to obtain feedback.
- 1.3. **"Agency Data"** means
 - 1.3.1. "My90 Agency Content" which means data, including Recipient Contact Information, provided to My90 directly by Agency or at their direction, or by permitting My90 to access or connect to an information system or similar technology. My90 Agency Content does not include My90 Non-Content Data.
 - 1.3.2. "My90 Non-Content Data" which means data, configuration, and usage information about Agency's My90 tenant, and client software, users, and survey recipients that is Processed (as defined in Section 1.6 of this Appendix) when using My90 or responding to a My90 Survey. My90 Non-Content Data includes data about users and survey recipients captured during account management and customer support activities. My90 Non-Content Data does not include My90 Agency Content.
 - 1.3.3. "Survey Response" which means survey recipients' response to My90 Survey.
- 1.4. **"My90 Data"** means
 - 1.4.1. "My90 Survey" which means surveys, material(s) or content(s) made available by Axon to Agency and survey recipients within My90.
 - 1.4.2. "Aggregated Survey Response" which means Survey Response that has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to, a particular individual.
- 1.5. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.
- 1.6. **"Processing"** means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.
- 1.7. **"Sensitive Personal Data"** means Personal Data that reveals an individual's health, racial or ethnic origin, sexual orientation, disability, religious or philosophical beliefs, or trade union membership.
2. **Access.** Upon Axon granting Agency a subscription to My90, Agency may access and use My90 to store and manage My90 Agency Content, and applicable My90 Surveys and Aggregated Survey Responses. This Appendix is subject to the Terms and Conditions of Axon's Master Service and Purchasing Agreement or in the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern.
3. **IP address.** Axon will not store survey respondents' IP address.
4. **Agency Owns My90 Agency Content.** Agency controls or owns all right, title, and interest in My90 Agency Content. Except as outlined herein, Axon obtains no interest in My90 Agency Content, and My90 Agency Content is not Axon's business records. Except as set forth in this Agreement, Agency is responsible for uploading, sharing, managing, and deleting My90 Agency Content. Axon will only have access to My90 Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to My90 Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of My90 and other Axon products.
5. **Details of the Processing.** The nature and purpose of the Processing under this Appendix are further specified



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in Schedule 1 Details of the Processing, to this Appendix.

6. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Data against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Agency Data including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection. Axon will not treat Agency Data in accordance with FBI CJIS Security Policy requirements and does not agree to the CJIS Security Addendum for this engagement or any other security or privacy related commitments that have been established between Axon and Agency, such as ISO 27001 certification or SOC 2 Reporting.
7. **Privacy.** Agency use of My90 is subject to the My90 Privacy Policy, a current version of which is available at <https://www.axon.com/legal/my90privacypolicy>. Agency agrees to allow Axon access to My90 Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products including My90 and related services; and (c) enforce this Agreement or policies governing the use of My90 or other Axon products.
8. **Location of Storage.** Axon may transfer Agency Data to third-party subcontractors for Processing. Axon will determine the locations for Processing of Agency Data. For all Agency, Axon will Process and store Agency Data within the United States. Ownership of My90 Agency Content remains with Agency.
9. **Required Disclosures.** Axon will not disclose Agency Data that Agency shares with Axon except as compelled by a court or administrative body or required by any law or regulation. Axon will notify Agency if any disclosure request is received for Agency Data so Agency may file an objection with the court or administrative body, unless prohibited by law.
10. **Data Sharing.** Axon may share data only with entities that control or are controlled by or under common control of Axon, and as described below:
 - 10.1. Axon may share Agency Data with third parties it employs to perform tasks on Axon's behalf to provide products or services to Customer.
 - 10.2. Axon may share Aggregated Survey Response with third parties, such as other Axon customers, local city agencies, private companies, or members of the public that are seeking a way to collect analysis on general policing and community trends. Aggregated Survey Response will not be reasonably capable of being associated with or reasonably be linked directly or indirectly to a particular individual.
11. **License and Intellectual Property.** Agency grants Axon, its affiliates, and assignees the irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Agency Data for internal use including but not limited to analysis and creation of derivatives. Axon may not release Agency Data to any third party under this right that is not aggregated and de-identified. Agency acknowledges that Agency will have no intellectual property right in any media, good or service developed or improved by Axon. Agency acknowledges that Axon may make any lawful use of My90 Data and any derivative of Agency Data including, without limitation, the right to monetize, redistribute, make modification of, and make derivatives of the surveys, survey responses and associated data, and Agency will have no intellectual property right in any good, service, media, or other product that uses My90 Data.
12. **Agency Use of Aggregated Survey Response.** Axon will make available to Agency Aggregated Survey Response and rights to use for any Agency purpose.
13. **Data Subject Rights.** Taking into account the nature of the Processing, Axon shall assist Agency by appropriate technical and organizational measures, insofar as this is reasonable, for the fulfilment of Agency's obligation to respond to a Data Subject Request regarding any Personal Data contained within My90 Agency Content. If in regard to My90 Agency Content, Axon receives a Data Subject Request from Agency's data subject to exercise one or more of its rights under applicable Data Protection Law, Axon will redirect the data subject within seventy-two (72) hours, to make its request directly to Agency. Agency will be responsible for responding to any such request.
14. **Assistance with Requests Related to My90 Agency Content.** With regard to the processing of My90 Agency Content, Axon shall, if not prohibited by applicable law, notify Agency without delay after receipt, if Axon: (a) receives a request for information from the Supervisory Authority or any other competent authority regarding My90 Agency Content; (b) receives a complaint or request from a third party regarding the obligations of Agency or Axon under applicable Data Protection Law; or (c) receives any other communication which directly or indirectly pertains to My90 Agency Content or the Processing or protection of My90 Agency Content. Axon shall not respond to such requests, complaints, or communications, unless Agency has given Axon written instructions to

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that effect or if such is required under a statutory provision. In the latter case, prior to responding to the request, Axon shall notify Agency of the relevant statutory provision and Axon shall limit its response to what is necessary to comply with the request.

15. **Axon Evidence Partner Sharing.** If Axon Evidence partner sharing is used to share My90 Agency Content, Agency will manage the data sharing partnership with Axon and access to allow only for authorized data sharing with Axon. Agency acknowledges that any applicable audit trail on the original source data will not include activities and processing performed against the instances, copies or clips that has been shared with Axon. Agency also acknowledges that the retention policy from the original source data is not applied to any data shared with Axon. Except as provided herein, data shared with Axon may be retained indefinitely by Axon.
16. **Data Retention.** Phone numbers provided to Axon directly by Agency or at their direction, or by permitting My90 to access or connect to an information system or similar technology will be retained for twenty-four (24) hours. Axon will not delete Aggregated Survey Response for four (4) years following termination of this Agreement. There will be no functionality of My90 during these four (4) years other than the ability to submit a request to retrieve Aggregated Survey Response. Axon has no obligation to maintain or provide Aggregated Survey Response after these four years and may thereafter, unless legally prohibited, delete all Aggregated Survey Response.
17. **Termination.** Termination of an My90 Agreement will not result in the removal or modification of previously shared My90 Agency Content or the potential monetization of Survey Response and Aggregated Survey Response.
18. **Managing Data Shared.** Agency is responsible for:
 - 18.1. Ensuring My90 Agency Content is appropriate for use in My90. This includes, prior to sharing: (a) applying any and all required redactions, clipping, removal of metadata, logs, etc. and (b) coordination with applicable public disclosure officers and related legal teams;
 - 18.2. Ensuring that only My90 Agency Content that is authorized to be shared for the purposes outlined is shared with Axon. Agency will periodically monitor or audit this shared data;
 - 18.3. Using an appropriately secure data transfer mechanism to provide My90 Agency Content to Axon;
 - 18.4. Immediately notifying Axon if My90 Agency Content that is not authorized for sharing has been shared. Axon may not be able to immediately retrieve or locate all instances, copies or clips of My90 Agency Content in the event Agency requests to un-share previously shared My90 Agency Content;
19. **Prior to enrollment in My90.** Prior to enrolling in My90, Agency will:
 - 19.1. determine how to use My90 in accordance with applicable laws and regulations including but not limited to consents, use of info or other legal considerations;
 - 19.2. develop a set of default qualification criteria of what My90 Agency Content may be shared with Axon; and
 - 19.3. assign responsibilities for managing what My90 Agency Content is shared with Axon and educate users on what data may or not be shared with Axon.
20. **Agency Responsibilities.** Agency is responsible for:
 - 20.1. ensuring no My90 Agency Content or Agency end user's use of My90 Agency Content or My90 violates this Agreement or applicable laws;
 - 20.2. providing, and will continue to provide, all notices and has obtained, and will continue to obtain, all consents and rights necessary under applicable laws for Axon to process Agency Data in accordance with this Agreement; and
 - 20.3. maintaining necessary computer equipment and Internet connections for use of My90. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to My90. Agency will also maintain the security of end usernames and passwords and security and access by end users to My90 Agency Content. Agency is responsible for ensuring the configuration and utilization of My90 meets applicable Agency regulations and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or My90 Agency Content or if account information is lost or stolen.
21. **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of My90 immediately upon notice, if Agency or end user's use of or registration for My90 may (a) pose a security

Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal

Version: 19.0

Release Date: 8/18/2023

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Master Services and Purchasing Agreement for Agency

risk to Axon products including My90, or any third-party; (b) adversely impact My90, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees, if applicable, incurred through suspension. Axon will not delete My90 Agency Content or Aggregated Survey Response because of suspension, except as specified in this Agreement.

22. My90 Restrictions. Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

- 22.1. copy, modify, tamper with, repair, or create derivative works of any part of My90;
- 22.2. reverse engineer, disassemble, or decompile My90 or apply any process to derive any source code included in My90, or allow others to do the same;
- 22.3. access or use My90 with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
- 22.4. use trade secret information contained in My90, except as expressly permitted in this Agreement;
- 22.5. access My90 to build a competitive product or service or copy any features, functions, or graphics of My90;
- 22.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within My90; or
- 22.7. use My90 to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.



Master Services and Purchasing Agreement for Agency

Schedule 1- Details of the Processing

1. **Nature and Purpose of the Processing.** To help Agency obtain feedback from individuals, such as members of their community, staff, or officers. Features of My90 may include:
 - 1.1. Survey Tool where Agency may create, distribute, and analyze feedback from individuals it designates. Agency may designate members of the community, staff or officers from whom they would like to obtain feedback;
 - 1.2. Creation of custom forms for surveys. Agency may select questions from a list of pre-drafted questions or create their own;
 - 1.3. Distribution of survey via multiple distribution channels such as text message;
 - 1.4. Ability to access and analyze Survey Response. Axon may also provide Agency Aggregated Survey Responses which contain analysis and insights from the Survey Response;
 - 1.5. Direct integrations into information systems including Computer Aided Dispatch ("CAD"). This will enable Agency to share contact information easily and quickly with Axon of any individuals from whom it wishes to obtain feedback, enabling Axon to communicate directly with these individuals;
 - 1.6. Data Dashboard Beta Test ("**Data Dashboard**") where Survey Response and Aggregated Survey Response will be displayed for Agency use. Agency will be able to analyze, interpret, and share results of the Survey Response. My90 may provide beta versions of the Data Dashboard that are specifically designed for Agency to test before they are publicly available;
 - 1.7. Survey Responses will be aggregated and de-identified and may be subsequently distributed and disclosed through various mediums to: (1) Agency; (2) other Axon Agency; (3) private companies; and (4) members of the public. The purpose of disclosure is to provide ongoing insights and comparisons on general policing and community trends. Prior to disclosing this information, Axon will ensure that the Survey Response has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual; and
 - 1.8. Provide services and materials to engage Agency stakeholders, market the partnership to the public, and facilitate training.



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-476091-45320.585TM

Issued: 01/29/2024

Quote Expiration: 03/01/2024

Estimated Contract Start Date: 04/01/2024

Account Number: 518056

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Leander Fire Dept. - TX 101 E Sonny Dr Leander, TX 78641-1978 USA	Leander Fire Dept. - TX 101 E Sonny Dr Leander TX 78641-1978 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Tyler McArthur Phone: Email: tmcArthur@axon.com Fax:	Joshua Davis Phone: (512) 528-2847 Email: jdavis@leandertx.gov Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$59,472.80
ESTIMATED TOTAL W/ TAX	\$59,472.80

Discount Summary

Average Savings Per Year	\$1,857.00
TOTAL SAVINGS	\$9,285.00

Payment Summary

Date	Subtotal	Tax	Total
Mar 2024	\$11,894.56	\$0.00	\$11,894.56
Mar 2025	\$11,894.56	\$0.00	\$11,894.56
Mar 2026	\$11,894.56	\$0.00	\$11,894.56
Mar 2027	\$11,894.56	\$0.00	\$11,894.56
Mar 2028	\$11,894.56	\$0.00	\$11,894.56
Total	\$59,472.80	\$0.00	\$59,472.80

Quote Unbundled Price:	\$68,757.80
Quote List Price:	\$59,477.00
Quote Subtotal:	\$59,472.80

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
FEBasicMU	Fire/EMS BWC Basic Multi-User	12	60	\$68.14	\$55.25	\$55.25	\$39,780.00	\$0.00	\$39,780.00
A la Carte Hardware									
H00002	AB4 Multi Bay Dock Bundle	2			\$1,638.90	\$1,638.90	\$3,277.80	\$0.00	\$3,277.80
H00001	AB4 Camera Bundle	12			\$849.00	\$849.00	\$10,188.00	\$0.00	\$10,188.00
A la Carte Software									
100673	AXON EVIDENCE - ECOM LICENSE - CONVERSION BASIC TO PRO	1	60		\$27.12	\$27.12	\$1,627.20	\$0.00	\$1,627.20
ProLicense	Pro License Bundle	1	60		\$43.40	\$43.33	\$2,599.80	\$0.00	\$2,599.80
A la Carte Services									
80146	AXON BODY - PSO - VIRTUAL STARTER	1			\$2,000.00	\$2,000.00	\$2,000.00	\$0.00	\$2,000.00
Total							\$59,472.80	\$0.00	\$59,472.80

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	12	03/01/2024
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	14	03/01/2024
AB4 Camera Bundle	71026	AXON BODY - MOUNT - MAGNET FLEXIBLE REINFORCED RAPIDLOCK	14	03/01/2024
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - DOCK - EIGHT BAY	2	03/01/2024
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	2	03/01/2024
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	2	03/01/2024
Fire/EMS BWC Basic Multi-User	73309	AXON BODY - TAP REFRESH 1 - CAMERA	12	09/01/2026
Fire/EMS BWC Basic Multi-User	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	2	09/01/2026

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fire/EMS BWC Basic Multi-User	73449	AXON RESPOND - LICENSE	12	04/01/2024	03/31/2029
Fire/EMS BWC Basic Multi-User	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	120	04/01/2024	03/31/2029
Fire/EMS BWC Basic Multi-User	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	12	04/01/2024	03/31/2029
Fire/EMS BWC Basic Multi-User	80322	AXON RESPOND - LIVE STREAMING ADD-ON	12	04/01/2024	03/31/2029
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	3	04/01/2024	03/31/2029
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	1	04/01/2024	03/31/2029
A la Carte	100673	AXON EVIDENCE - ECOM LICENSE - CONVERSION BASIC TO PRO	1	04/01/2024	03/31/2029

Services

Bundle	Item	Description	QTY
A la Carte	80146	AXON BODY - PSO - VIRTUAL STARTER	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fire/EMS BWC Basic Multi-User	80464	AXON BODY - TAP WARRANTY - CAMERA	12	03/01/2025	03/31/2029
Fire/EMS BWC Basic Multi-User	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	2	03/01/2025	03/31/2029

Payment Details

Mar 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100673	AXON EVIDENCE - ECOM LICENSE - CONVERSION BASIC TO PRO	1	\$325.44	\$0.00	\$325.44
Year 1	80146	AXON BODY - PSO - VIRTUAL STARTER	1	\$400.00	\$0.00	\$400.00
Year 1	FEBasicMU	Fire/EMS BWC Basic Multi-User	12	\$7,955.99	\$0.00	\$7,955.99
Year 1	H00001	AB4 Camera Bundle	12	\$2,037.61	\$0.00	\$2,037.61
Year 1	H00002	AB4 Multi Bay Dock Bundle	2	\$655.56	\$0.00	\$655.56
Year 1	ProLicense	Pro License Bundle	1	\$519.96	\$0.00	\$519.96
Total				\$11,894.56	\$0.00	\$11,894.56

Mar 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100673	AXON EVIDENCE - ECOM LICENSE - CONVERSION BASIC TO PRO	1	\$325.44	\$0.00	\$325.44
Year 2	80146	AXON BODY - PSO - VIRTUAL STARTER	1	\$400.00	\$0.00	\$400.00
Year 2	FEBasicMU	Fire/EMS BWC Basic Multi-User	12	\$7,955.99	\$0.00	\$7,955.99
Year 2	H00001	AB4 Camera Bundle	12	\$2,037.61	\$0.00	\$2,037.61
Year 2	H00002	AB4 Multi Bay Dock Bundle	2	\$655.56	\$0.00	\$655.56
Year 2	ProLicense	Pro License Bundle	1	\$519.96	\$0.00	\$519.96
Total				\$11,894.56	\$0.00	\$11,894.56

Mar 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100673	AXON EVIDENCE - ECOM LICENSE - CONVERSION BASIC TO PRO	1	\$325.44	\$0.00	\$325.44
Year 3	80146	AXON BODY - PSO - VIRTUAL STARTER	1	\$400.00	\$0.00	\$400.00
Year 3	FEBasicMU	Fire/EMS BWC Basic Multi-User	12	\$7,955.99	\$0.00	\$7,955.99
Year 3	H00001	AB4 Camera Bundle	12	\$2,037.61	\$0.00	\$2,037.61
Year 3	H00002	AB4 Multi Bay Dock Bundle	2	\$655.56	\$0.00	\$655.56
Year 3	ProLicense	Pro License Bundle	1	\$519.96	\$0.00	\$519.96
Total				\$11,894.56	\$0.00	\$11,894.56

Mar 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100673	AXON EVIDENCE - ECOM LICENSE - CONVERSION BASIC TO PRO	1	\$325.44	\$0.00	\$325.44
Year 4	80146	AXON BODY - PSO - VIRTUAL STARTER	1	\$400.00	\$0.00	\$400.00
Year 4	FEBasicMU	Fire/EMS BWC Basic Multi-User	12	\$7,955.99	\$0.00	\$7,955.99
Year 4	H00001	AB4 Camera Bundle	12	\$2,037.61	\$0.00	\$2,037.61
Year 4	H00002	AB4 Multi Bay Dock Bundle	2	\$655.56	\$0.00	\$655.56
Year 4	ProLicense	Pro License Bundle	1	\$519.96	\$0.00	\$519.96
Total				\$11,894.56	\$0.00	\$11,894.56

Mar 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100673	AXON EVIDENCE - ECOM LICENSE - CONVERSION BASIC TO PRO	1	\$325.44	\$0.00	\$325.44

Mar 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	80146	AXON BODY - PSO - VIRTUAL STARTER	1	\$400.00	\$0.00	\$400.00
Year 5	FEBasicMU	Fire/EMS BWC Basic Multi-User	12	\$7,955.99	\$0.00	\$7,955.99
Year 5	H00001	AB4 Camera Bundle	12	\$2,037.61	\$0.00	\$2,037.61
Year 5	H00002	AB4 Multi Bay Dock Bundle	2	\$655.56	\$0.00	\$655.56
Year 5	ProLicense	Pro License Bundle	1	\$519.96	\$0.00	\$519.96
Total				\$11,894.56	\$0.00	\$11,894.56

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract BuyBoard Contract 648-21 is incorporated by reference into the terms and conditions of this Agreement.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

1/29/2024





EXECUTIVE SUMMARY
2/15/2024

AGENDA SUBJECT:

Award of Solicitation CIPS23-019 for Master Professional Services Agreements relating to pre-qualified professional services pool on an as-needed basis, for a term of three (3) years; and authorize the Interim City Manager to execute any and all necessary documents.

BACKGROUND:

The goal of establishing a pre-qualified professional services pool is to provide the City's Engineering Department with readied resources to assist in meeting workload demands in an organized and expeditious manner. The purpose of issuing the Request for Qualifications is to establish the pool to provide respondents with a fair and open response platform.

Solicitation CIPS23-019 was issued in July 2023 for the establishment of the Pre-Qualification for Professional Services Pool.

The solicitation was announced through:

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

One thousand six hundred nineteen (1,619) vendors were notified directly of the solicitation. Two hundred eight (208) submissions were received.

The evaluation committee included:

- Ann Weis
- Tony Bettis
- Emily Truman
- Gina Ellison
- Ashish Pant
- Daniel Grimsbo
- Michael Duval
- Zachary Whitlock
- Russell Alabastro
- Robin Griffin
- Sarvesh Dhakal
- Christopher Wheat
- Joshua Davis

- Cory Dale
- Paul Carone
- Sean Lafferty
- Tessa Heines
- Roman Poudyal

After a review of each of the respondent's qualifications, thirty-four (34) firms are recommended to participate in the pool, some in numerous service categories. Firms have been selected for their superior qualifications and demonstrated experience in their respective fields.

Contracts shall be awarded on an as-needed basis. Contracts shall be for specified services as outlined in the Request for Qualifications. The term of the pool's availability shall be for three (3) years. Resulting task orders that meet the threshold requirement for City Council approval shall be brought forward for review and approval. The pre-qualified candidates are noted, as follows, per each discipline:

Architectural, Design and Analysis		Mechanical, Electrical, Plumbing, Design and Analysis	
Fuse	Contract # ARCH-FAS-CIPS23-019	DBR	Contract # MEP-DBR-CIPS23-019
Huitt-Zollars	Contract # ARCH-HZI-CIPS23-019	Freese & Nichols	Contract # MEP-FNI-CIPS23-019
Lopez Salas	Contract # ARCH-LSA-CIPS23-019	Parkhill	Contract # MEP-PHA-CIPS23-019
McKinney York	Contract # ARCH-MYA-CIPS23-019	Plan Review	
Parkhill	Contract # ARCH-PHA-CIPS23-019	Edge	Contract # PR-EEP-CIPS23-019
Drainage Systems Design and Analysis		GBA	Contract # PR-GBA-CIPS23-019
Doucet	Contract # DRAIN-DAI-CIPS23-019	Gilpin	Contract # PR-GEC-CIPS23-019
Edge	Contract # DRAIN-EEP-CIPS23-019	K Friese	Contract # PR-KFA-CIPS23-019
Huitt-Zollars	Contract # DRAIN-HZI-CIPS23-019	WSB	Contract # PR-WSB-CIPS23-019
K Friese	Contract # DRAIN-KFA-CIPS23-019	Structural Design and Analysis	
Walker Partners	Contract # DRAIN-WPL-CIPS23-019	Aguirre & Fields	Contract # STRUCT-AFL-CIPS23-019
Environmental and Hazardous Materials Analysis		Ardurra	Contract # STRUCT-AGI-CIPS23-019
Freese & Nichols	Contract # ENV-FNI-CIPS23-019	Freese & Nichols	Contract # STRUCT-FNI-CIPS23-019
Raba Kistner	Contract # ENV-RKI-CIPS23-019	Traffic and Roadway Engineering Design and Analysis	
Terracon	Contract # ENV-TCI-CIPS23-019	Cobb-Fendley	Contract # TR-CFA-CIPS23-019
General Engineering - small municipal projects		HDR	Contract # TR-HDR-CIPS23-019
Aguirre & Fields	Contract # GEN-AFL-CIPS23-019	Huitt-Zollars	Contract # TR-HZI-CIPS23-019
BGE	Contract # GEN-BGE-CIPS23-019	Kimley-Horn	Contract # TR-KHA-CIPS23-019
HDR	Contract # GEN-HDR-CIPS23-019	Tetra Tech - RPS	Contract # TR-RPS-CIPS23-019
Huitt-Zollars	Contract # GEN-HZI-CIPS23-019	Water and Wastewater Design and Analysis	
K Friese	Contract # GEN-KFA-CIPS23-019	BGE	Contract # WWW-BGE-CIPS23-019
Geotechnical Investigation and Design		Cobb-Fendley	Contract # WWW-CFA-CIPS23-019

Kleinfelder	Contract # GEO-KFI-CIPS23-019	CP&Y, Inc. dba STV Infrastructure	Contract # WWW-STV-CIPS23-019
MLA	Contract # GEO-MLA-CIPS23-019	K Frieese	Contract # WWW-KFA-CIPS23-019
Terracon	Contract # GEO-TCI-CIPS23-019	LJA	Contract # WWW-LJA-CIPS23-019
Land Surveying		Materials Testing, Inspections, and Observations	
Cobb-Fendley	Contract # LS-CFA-CIPS23-019	Arias	Contract # MATLT-AAI-CIPS23-019
Inland Geodetics	Contract # LS-ING-CIPS23-019	MLA	Contract # MATLT-MLA-CIPS23-019
SAM	Contract # LS-SAM-CIPS23-019	Rock	Contract # MATLT-REL-CIPS23-019
Landscape Architect, Design and Analysis		TSiT	Contract # MATLT-TEC-CIPS23-019
Burditt	Contract # LARCH-BCL-CIPS23-019		
Freese & Nichols	Contract # LARCH-FNI-CIPS23-019		
Kimley-Horn	Contract # LARCH-KHA-CIPS23-019		
RVi	Contract # LARCH-RVI-CIPS23-019		

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

City staff recommends approval of Master Professional Services Agreements for a three (3)- year period on an as-needed basis, based on solicitation CIPS23-019 results; and authorize the Interim City Manager to execute all necessary documents.

PRESENTER:

Tony Bettis, CIP Program Manager

Fiscal Impact

N/A

Attachments:

1. Master Professional Service Agreement Sample
2. Master Matrix

_____ (name of firm)

§

COUNTY OF WILLIAMSON§

OWNER agrees to compensate the ENGINEER as stated herein. 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 the "Task Order", 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 any Task Order issued as a result of this Master Professional Services Agreement. ENGINEER shall only commence the Work described in the Task Order 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 high professional standards, and within the time periods for the completion of the services required by the Task Order. 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 the Task Order 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 the Task Order,

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 Task Order, 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 the Task Order and the PROJECT will be modified in writing through an approved Task Order Amendment. All such changes shall be under the conditions of this 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 the Task Order, ENGINEER shall notify OWNER that such services are Additional Services, and submit the cost associated with their performance prior to undertaking them to the Owner. If changes deduct from the extent of the the Task Order, 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 through a Task Order Amendment 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 the Task Order.

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 each PROJECT described in a Task Order shall be set forth in the Task Order for the PROJECT and shall not exceed the amount set out in the Task Order ("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 the Task Order and will not exceed the Basic Services Fee. Unless otherwise agreed to by the parties in writing, reimbursable PROJECT related 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 relative to the Task Order 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 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 or any Task Order 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 through 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 or any Task Order, 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 or any Task Order, 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 or any Task Order, (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 at date of termination, the value of 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 or any Task Order (the "Work Product") are subject to the rights of the OWNER in effect on the date of execution of this AGREEMENT or any Task Order. 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 or any Task Order, OWNER shall have the right to use the Work Product 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 and any Task Order 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 or any Task Order shall be performed in accordance with high professional standards, in a non-negligent manner, free from defects, 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 or any Task Order. 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 and any Task Orders 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, OR IN FEDERAL COURTS IN WESTERN DISTRICT OF TEXAS, AUSTIN DIVISION.

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, Task Order, 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 and any Task Order, 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. ARBITRATION

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.

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. 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.

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

OWNER: City of Leander

By: _____
Richard B. Beverlin, III

Address for Notice:

Mailing address:

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

ENGINEER

By: _____

Name: _____

Title: _____

Address for Notice:

Sample

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"	--	Task Order Form
Exhibit "B"	--	Schedule of Hourly Rates for ENGINEER and its Subconsultants.
Exhibit "C"	--	Respondent's Submittal Of Qualifications
Exhibit "D"	--	City of Leander's Definitions, Terms & Conditions
Exhibit "E"	--	Solicitation package (Solicitation documents, attachments, exhibits, and addenda)

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

Sample

EXHIBIT A
TASK ORDER FORM

TASK ORDER NO. _____

This Task Order No. ____ is entered into under the City of Leander Professional Services Agreement – Engineer Master Contract -- _____ (*name of firm*) dated _____.

- I. Scope of Work
- II. Basic Services Fee
- III. Time for Completion

Sample

TASK ORDER FOR PROFESSIONAL SERVICES

TASK ORDER NO. [REDACTED]

This will constitute authorization by the City of Leander, Texas (Owner), for [Company Name] (Engineer), to proceed with the following described engineering services.

[PROJECT]

A. PROJECT DESCRIPTION

The project consists of design and generation of construction documents, and the following bidding and construction administration services for the [Project Description].

B. SCOPE OF SERVICES

[Company Name] will provide design, bidding, and construction phase services as described in the attached Scope of Services, for this initial phase.

C. DELIVERABLES

[Company Name] will provide deliverables as described in the attached Scope of Services, for this Task Order.

D. BASIS OF COMPENSATION

The total compensation for the design, bidding, and construction administration phases of the [Project Name] shall be based on a unit hourly Not-To-Exceed of \$ [REDACTED] and reimburseables Not-To-Exceed of \$ [REDACTED].

Task Order	\$ [REDACTED]
Reimburseables	\$ [REDACTED]
Total	\$ [REDACTED]

The City shall make payments to the Engineer for performing the engineering services described on a monthly billing basis in accordance with monthly statements submitted by the Engineer and approved by the City. Final payment shall be due upon completion of the services described.

E. TIME FOR COMPLETION

The Engineer will work expeditiously to complete the services described herein. The design services are anticipated to take approximately [Project Timeline]. [Company Name] will begin work as soon as authorized and as services are requested. The bidding, approval, and construction is expected to take an [Timeline] after design.

APPROVED:

CITY OF LEANDER, TEXAS

By _____
Richard B. Beverlin III

Title _____
City Manager

Attest _____

Date _____

ACCEPTED:

[COMPANY NAME]

By _____

Title _____

Attest _____

Date _____

EXHIBIT B

Defined Unit Prices, Basic Services Fee, and Schedule of Hourly Rates for ENGINEER and its Subconsultants.

Sample

APPENDIX A

Additional Terms

[Add for Establishing Construction Budget]

Without limiting the generality of the foregoing, ENGINEER will assist OWNER in establishing a Fixed Construction Budget for the PROJECT, and in designing the PROJECT to fall within the Fixed Construction Budget. In the event that the PROJECT is let for bids, and the lowest responsible bid exceeds the Fixed Construction Budget, OWNER may (i) agree to proceed with the PROJECT as designed and pay the excess construction costs, (ii) terminate the PROJECT, or (iii) require the ENGINEER to redesign the PROJECT at no additional cost to OWNER, in accordance with design-criteria, specifications and plans approved by OWNER to fit within the Fixed Construction Budget. The ENGINEER'S opinions of probable construction costs provided for herein are to be made on the basis of the ENGINEER'S experience and qualifications and represent the ENGINEER'S best judgment as an experienced and qualified professional generally familiar with the industry. Although the ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, the ENGINEER cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by the ENGINEER, the OWNER shall have the rights provided for in this Section.

[Add for Contract Administration]

If the ENGINEER's scope of services includes contract administration in connection with the construction of the PROJECT, the ENGINEER shall be responsible for overseeing the Contractor's performance of its construction obligations, reviewing submissions required by the Contract Documents, responding to requests for clarification, reviewing applications for

payment and advising OWNER whether to pay all or any portion of the same, reviewing the contractor's work for compliance with the Engineer's design and the Construction Documents, and reporting any problems or potential problems to the OWNER with regard to the construction, and keeping OWNER apprised of the Contractor's work, and assisting OWNER with disputes or claims with Contractor involving the work, all in a timely manner so as not to delay construction, and to prevent or mitigated consequences to OWNER of any of problem with the construction or Contractor's performance. The ENGINEER is not responsible for any failure of the Contractor to perform its contract obligations, but ENGINEER is responsible for the performance of ENGINEER's services in connection with this AGREEMENT. The ENGINEER will also review the PROJECT prior to the expiration of any warranty period, and assist OWNER with identifying defects in material or labor and securing Contractor's repair or replacement of defective work.

[Add if Particular Staff Required]

PERFORMANCE OF SERVICES

The ENGINEER'S associated subconsultants to be utilized in the performance of the PROJECT professional services (as described in Section II following) are identified in Exhibit "C." The persons identified as principal ENGINEER and the subconsultants shown in Exhibit "C" shall not be changed except with the OWNER'S prior written acknowledgment and concurrence, which shall not be unreasonably withheld. If MBE/WBE participation is required by law or the terms of the grant used to fund the PROJECT, and in the event that the ENGINEER proposes the termination of an identified "Minority Business Enterprise" (MBE) or a "Women Business Enterprise" (WBE) certified subconsultant firm from its employ on this PROJECT, the ENGINEER shall substitute a subconsultant firm of like certification. If the ENGINEER is unable to

substitute a subconsultant firm of like certification, the ENGINEER shall provide OWNER with documentation of their efforts to acquire the services of a MBE/WBE replacement firm. The OWNER'S MBE/WBE certifications shall solely apply to this AGREEMENT.

Sample

Pre-Qualification for Professional Services - Architectural, Design and Analysis

Master Evaluation Matrix

Solicitation #: CIPS23-019

Selected Firm:

	Overall Points	Evaluation Criteria	Points Awarded			Averaged Points Overall
			Evaluator #1 RG	Evaluator #2 TB	Evaluator #3 RA	
	30	Relevant Qualifications and Experience	24	24	24	24
	20	Proposed Staff	16	16	14	15.33333333
	20	Available Resources and Location	12	12	12	12
	20	Methodology, Approach and Timeline	20	12	12	14.66666667
	10	Added Value	10	6	9	8.33333333
	100	Overall Total	82	70	71	74.33333333
	30	Relevant Qualifications and Experience	30	30	21	27
	20	Proposed Staff	16	16	14	15.33333333
	20	Available Resources and Location	20	16	16	17.33333333
	20	Methodology, Approach and Timeline	20	20	16	18.66666667
	10	Added Value	10	8	7	8.33333333
	100	Overall Total	96	90	74	86.66666667
	30	Relevant Qualifications and Experience	24	30	27	27
	20	Proposed Staff	12	8	18	12.66666667
	20	Available Resources and Location	12	8	14	11.33333333
	20	Methodology, Approach and Timeline	12	12	12	12
	10	Added Value	10	6	9	8.33333333
	100	Overall Total	70	64	80	71.33333333
	30	Relevant Qualifications and Experience	24	24	27	25
	20	Proposed Staff	16	16	16	16
	20	Available Resources and Location	20	16	14	16.66666667
	20	Methodology, Approach and Timeline	16	20	18	18
	10	Added Value	8	10	8	8.66666667
	100	Overall Total	84	86	83	84.33333333
	30	Relevant Qualifications and Experience	12	18	21	17
	20	Proposed Staff	12	8	14	11.33333333
	20	Available Resources and Location	12	12	12	12
	20	Methodology, Approach and Timeline	16	12	18	15.33333333
	10	Added Value	6	8	8	7.33333333
	100	Overall Total	58	58	73	63
	30	Relevant Qualifications and Experience	30	18	24	24
	20	Proposed Staff	12	12	16	13.33333333
	20	Available Resources and Location	16	12	12	13.33333333
	20	Methodology, Approach and Timeline	16	12	12	13.33333333
	10	Added Value	8	4	8	6.66666667
	100	Overall Total	82	58	72	70.66666667

Firm	Total Points	Rank
MWM	74.333333	7
Parkhill	86.666667	1
MRB Group	71.333333	10
Huitt-Zollars	84.333333	2
GBA	63	14
Freese & Nichols	70.666667	12
McKinney York	83.666667	3
Sunland Group	73	8
Fuse	78	4
FGMA	72	9
Lopez Salas	77.666667	5
Negrete	71.333333	10
Burditt	75.666667	6
Komatsu	65.666667	13

	30	Relevant Qualifications and Experience	24	24	27	25
	20	Proposed Staff	16	20	16	17.33333333
	20	Available Resources and Location	16	20	18	18
	20	Methodology, Approach and Timeline	16	12	16	14.66666667
	10	Added Value	8	10	8	8.66666667
	100	Overall Total	80	86	85	83.66666667
	30	Relevant Qualifications and Experience	18	24	21	21
	20	Proposed Staff	12	20	12	14.66666667
	20	Available Resources and Location	16	12	14	14
	20	Methodology, Approach and Timeline	16	12	20	16
	10	Added Value	6	6	10	7.33333333
	100	Overall Total	68	74	77	73
	30	Relevant Qualifications and Experience	18	24	21	21
	20	Proposed Staff	12	20	16	16
	20	Available Resources and Location	16	16	16	16
	20	Methodology, Approach and Timeline	16	20	16	17.33333333
	10	Added Value	6	8	9	7.66666667
	100	Overall Total	68	88	78	78
	30	Relevant Qualifications and Experience	18	30	21	23
	20	Proposed Staff	12	16	12	13.33333333
	20	Available Resources and Location	16	16	8	13.33333333
	20	Methodology, Approach and Timeline	16	12	16	14.66666667
	10	Added Value	8	8	7	7.66666667
	100	Overall Total	70	82	64	72
	30	Relevant Qualifications and Experience	24	30	24	26
	20	Proposed Staff	12	16	18	15.33333333
	20	Available Resources and Location	12	12	14	12.66666667
	20	Methodology, Approach and Timeline	16	16	16	16
	10	Added Value	8	6	9	7.66666667
	100	Overall Total	72	80	81	77.66666667
	30	Relevant Qualifications and Experience	24	24	24	24
	20	Proposed Staff	12	16	12	13.33333333
	20	Available Resources and Location	12	12	12	12
	20	Methodology, Approach and Timeline	16	12	16	14.66666667
	10	Added Value	6	8	8	7.33333333
	100	Overall Total	70	72	72	71.33333333
	30	Relevant Qualifications and Experience	18	30	21	23
	20	Proposed Staff	12	16	16	14.66666667
	20	Available Resources and Location	16	12	16	14.66666667
	20	Methodology, Approach and Timeline	12	20	16	16
	10	Added Value	8	6	8	7.33333333
	100	Overall Total	66	84	77	75.66666667
	30	Relevant Qualifications and Experience	18	24	21	21
	20	Proposed Staff	12	12	14	12.66666667
	20	Available Resources and Location	12	8	12	10.66666667
	20	Methodology, Approach and Timeline	16	12	16	14.66666667
	10	Added Value	8	4	8	6.66666667
	100	Overall Total	66	60	71	65.66666667

Pre-Qualification for Professional Services - Drainage Systems Design and Analysis

Master Evaluation Matrix

Solicitation #: CIPS23-019

Selected Firm:

		Points Awarded						
	Overall Points	Evaluation Criteria	Evaluator #1 MD	Evaluator #2 ET	Evaluator #3 ZW	Averaged Points Overall	Firm	Total Points Rank
	30	Relevant Qualifications and Experience	30	27	22.5	26.5	Ardurra	88.166667 9
	20	Proposed Staff	12	16.8	18	15.6	MRB	87.666667 10
	20	Available Resources and Location	20	16.8	20	18.93333333	K Friese	93.866667 2 AWARD
	20	Methodology, Approach and Timeline	16	18.4	20	18.13333333	MWM	87 13
	10	Added Value	10	9	8	9	Garza	87.133333 11
	100	Overall Total	88	88	88.5	88.16666667	RPS	89.6 8
	30	Relevant Qualifications and Experience	30	25.2	27.6	27.6	Pape-Dawson	91.8 7
	20	Proposed Staff	20	16.8	17.2	18	KSA	87.133333 11
	20	Available Resources and Location	16	16.8	12	14.93333333	Huitt-Zollars	92.6 4 AWARD
	20	Methodology, Approach and Timeline	16	18	20	18	GBA	86.266667 16
	10	Added Value	10	8.4	9	9.13333333	Freese & Nichols	91.933333 6
	100	Overall Total	92	85.2	85.8	87.66666667	Edge	94.733333 1 AWARD
	30	Relevant Qualifications and Experience	30	28.2	27.6	28.6	WSB	86.666667 14
	20	Proposed Staff	20	19.2	18.8	19.33333333	Doucet	92 5 AWARD
	20	Available Resources and Location	16	18.8	18.8	17.86666667	Walker Partners	93.733333 3 AWARD
	20	Methodology, Approach and Timeline	20	18	18	18.66666667	Colliers	86.533333 15
	10	Added Value	10	9	9.2	9.4		
	100	Overall Total	96	93.2	92.4	93.86666667		
	30	Relevant Qualifications and Experience	24	28.2	25.2	25.8		
	20	Proposed Staff	16	18.4	18	17.46666667		
	20	Available Resources and Location	16	18.8	16.8	17.2		
	20	Methodology, Approach and Timeline	16	18	17.2	17.06666667		
	10	Added Value	10	9.4	9	9.46666667		
	100	Overall Total	82	92.8	86.2	87		
	30	Relevant Qualifications and Experience	24	26.4	25.8	25.4		
	20	Proposed Staff	16	16.8	17.2	16.66666667		
	20	Available Resources and Location	20	18	17.2	18.4		
	20	Methodology, Approach and Timeline	16	18	18	17.33333333		
	10	Added Value	10	9	9	9.33333333		
	100	Overall Total	86	88.2	87.2	87.13333333		
	30	Relevant Qualifications and Experience	24	27	28.2	26.4		
	20	Proposed Staff	16	18.8	18.4	17.73333333		
	20	Available Resources and Location	20	18.8	18	18.93333333		
	20	Methodology, Approach and Timeline	16	18.8	18.8	17.86666667		
	10	Added Value	8	9	9	8.66666667		
	100	Overall Total	84	92.4	92.4	89.6		

PAPE-DAWSON ENGINEERS	30	Relevant Qualifications and Experience	30	26.4	27	27.8
	20	Proposed Staff	20	17.6	18.8	18.8
	20	Available Resources and Location	20	18.8	18.8	19.2
	20	Methodology, Approach and Timeline	16	18	18	17.33333333
	10	Added Value	8	8.8	9.2	8.66666667
	100	Overall Total	94	89.6	91.8	91.8
KSA	30	Relevant Qualifications and Experience	24	25.2	27	25.4
	20	Proposed Staff	16	17.6	18	17.2
	20	Available Resources and Location	20	18	18	18.66666667
	20	Methodology, Approach and Timeline	16	18	17.2	17.06666667
	10	Added Value	8	9.2	9.2	8.8
	100	Overall Total	84	88	89.4	87.13333333
HUITT ZOLLARS	30	Relevant Qualifications and Experience	30	26.4	28.8	28.4
	20	Proposed Staff	20	17.6	19.2	18.93333333
	20	Available Resources and Location	16	17.2	18	17.06666667
	20	Methodology, Approach and Timeline	20	18.4	18.4	18.93333333
	10	Added Value	10	9	8.8	9.26666667
	100	Overall Total	96	88.6	93.2	92.6
GBA	30	Relevant Qualifications and Experience	30	24.6	21	25.2
	20	Proposed Staff	20	16	17.2	17.73333333
	20	Available Resources and Location	16	16	15.6	15.86666667
	20	Methodology, Approach and Timeline	20	18.8	18.4	19.06666667
	10	Added Value	8	9.2	8	8.4
	100	Overall Total	94	84.6	80.2	86.26666667
 FREESE AND NICHOLS	30	Relevant Qualifications and Experience	30	27	27.6	28.2
	20	Proposed Staff	20	16.4	18.4	18.26666667
	20	Available Resources and Location	16	17.6	18.8	17.46666667
	20	Methodology, Approach and Timeline	20	18.4	17.2	18.53333333
	10	Added Value	10	9.2	9.2	9.46666667
	100	Overall Total	96	88.6	91.2	91.93333333
 EDGE ENGINEERING	30	Relevant Qualifications and Experience	30	27.6	28.8	28.8
	20	Proposed Staff	20	18	19.2	19.06666667
	20	Available Resources and Location	20	19.6	18	19.2
	20	Methodology, Approach and Timeline	20	18.8	17.6	18.8
	10	Added Value	8	9.4	9.2	8.86666667
	100	Overall Total	98	93.4	92.8	94.73333333
 wsb	30	Relevant Qualifications and Experience	24	27	26.4	25.8
	20	Proposed Staff	16	16.8	17.6	16.8
	20	Available Resources and Location	20	16.8	16.4	17.73333333
	20	Methodology, Approach and Timeline	16	18	18.4	17.46666667
	10	Added Value	8	9	9.6	8.86666667
	100	Overall Total	84	87.6	88.4	86.66666667
 DOUCET A Kleinfelder Company	30	Relevant Qualifications and Experience	30	27.6	27.6	28.4
	20	Proposed Staff	20	18.8	18.8	19.2
	20	Available Resources and Location	16	18.8	15.6	16.8
	20	Methodology, Approach and Timeline	20	18.8	18	18.93333333
	10	Added Value	8	9	9	8.66666667

	100	Overall Total	94	93	89	92
	30	Relevant Qualifications and Experience	24	28.2	28.2	26.8
	20	Proposed Staff	20	19.6	19.2	19.6
	20	Available Resources and Location	20	19.2	17.6	18.93333333
	20	Methodology, Approach and Timeline	20	18	18.8	18.93333333
	10	Added Value	10	9.4	9	9.46666667
	100	Overall Total	94	94.4	92.8	93.73333333
	30	Relevant Qualifications and Experience	30	27	27.6	28.2
	20	Proposed Staff	16	16	18	16.66666667
	20	Available Resources and Location	16	16	12	14.66666667
	20	Methodology, Approach and Timeline	16	18	18.8	17.6
	10	Added Value	10	8.6	9.6	9.4
	100	Overall Total	88	85.6	86	86.53333333

Pre-Qualification for Professional Services - Environmental and Hazardous Materials Analysis

Master Evaluation Matrix

Solicitation #: CIPS23-019

Selected Firm:

	Overall Points	Evaluation Criteria	Points Awarded			Averaged Points Overall
			Evaluator #1 CW	Evaluator #2 PC	Evaluator #3 SD	
	30	Relevant Qualifications and Experience	18	18	21	19
	20	Proposed Staff	16	12	14	14
	20	Available Resources and Location	16	12	14	14
	20	Methodology, Approach and Timeline	16	12	16	14.66666667
	10	Added Value	6	6	7	6.333333333
	100	Overall Total	72	60	72	68
	30	Relevant Qualifications and Experience	18	18	18	18
	20	Proposed Staff	16	12	14	14
	20	Available Resources and Location	12	12	16	13.33333333
	20	Methodology, Approach and Timeline	12	12	18	14
	10	Added Value	6	6	8	6.666666667
	100	Overall Total	64	60	74	66
	30	Relevant Qualifications and Experience	21	18	27	22
	20	Proposed Staff	14	12	14	13.33333333
	20	Available Resources and Location	14	12	16	14
	20	Methodology, Approach and Timeline	16	12	12	13.33333333
	10	Added Value	6	6	6	6
	100	Overall Total	71	60	75	68.66666667
	30	Relevant Qualifications and Experience	24	18	24	22
	20	Proposed Staff	16	12	16	14.66666667
	20	Available Resources and Location	16	12	16	14.66666667
	20	Methodology, Approach and Timeline	16	12	16	14.66666667
	10	Added Value	8	6	6	6.666666667
	100	Overall Total	80	60	78	72.66666667
	30	Relevant Qualifications and Experience	27	18	21	22
	20	Proposed Staff	18	12	16	15.33333333
	20	Available Resources and Location	12	12	14	12.66666667
	20	Methodology, Approach and Timeline	18	12	18	16
	10	Added Value	9	6	8	7.666666667
	100	Overall Total	84	60	77	73.66666667

Firm	Total Points	Rank
Colliers	68	4
ECS	66	5
Freese & Nichols	68.66667	3
Raba Kistner	72.66667	2
Terracon	73.66667	1

AWARD

AWARD

AWARD

Pre-Qualification for Professional Services - General Engineering - small municipal projects

Master Evaluation Matrix

Solicitation #: CIPS23-019

Selected Firm:

			Points Awarded			
	Overall Points	Evaluation Criteria	Evaluator #1 TB	Evaluator #2 ET	Evaluator #3 AW	Averaged Points Overall
	30	Relevant Qualifications and Experience	18	29.4	24	23.8
	20	Proposed Staff	16	19.6	16	17.2
	20	Available Resources and Location	12	19.6	16	15.86666667
	20	Methodology, Approach and Timeline	16	19.6	16.8	17.46666667
	10	Added Value	10	9.8	8	9.266666667
	100	Overall Total	72	98	80.8	83.6
	30	Relevant Qualifications and Experience	18	28.8	30	25.6
	20	Proposed Staff	16	18.8	19.6	18.13333333
	20	Available Resources and Location	16	18.8	19.6	18.13333333
	20	Methodology, Approach and Timeline	16	18.8	20	18.26666667
	10	Added Value	8	9.4	10	9.133333333
	100	Overall Total	74	94.6	99.2	89.26666667
	30	Relevant Qualifications and Experience	18	28.8	21	22.6
	20	Proposed Staff	16	18.8	14	16.26666667
	20	Available Resources and Location	16	18.4	14	16.13333333
	20	Methodology, Approach and Timeline	12	18	16	15.33333333
	10	Added Value	8	9.2	9	8.733333333
	100	Overall Total	70	93.2	74	79.06666667
	30	Relevant Qualifications and Experience	18	25.8	21	21.6
	20	Proposed Staff	8	16	12	12
	20	Available Resources and Location	12	16	12	13.33333333
	20	Methodology, Approach and Timeline	12	18	12	14
	10	Added Value	6	9.2	7	7.4
	100	Overall Total	56	85	64	68.33333333
	30	Relevant Qualifications and Experience	12	24	9	15
	20	Proposed Staff	8	18	8	11.33333333
	20	Available Resources and Location	8	16	6	10
	20	Methodology, Approach and Timeline	12	18.4	8	12.8
	10	Added Value	6	9	4	6.333333333
	100	Overall Total	46	85.4	35	55.46666667
	30	Relevant Qualifications and Experience	18	28.2	15	20.4
	20	Proposed Staff	12	18.8	10	13.6
	20	Available Resources and Location	12	19.2	10	13.73333333
	20	Methodology, Approach and Timeline	12	18.8	10	13.6
	10	Added Value	6	9.2	6	7.066666667
	100	Overall Total	60	94.2	51	68.4

Firm	Total Points	Rank	
Aguirre & Fields	83.6	5	AWARD
BGE	89.26667	1	AWARD
Binkley & Barfield	79.06667	9	
Colliers	68.33333	18	
DALTEHC	55.46667	22	
EDGE	68.4	17	
GarzaEMC	75.2	13	
GBA	76.53333	12	
Gilpin	77.26667	10	
HDR	83.73333	4	AWARD
Huitt-Zollars	85.8	3	AWARD
K Friese	86.13333	2	AWARD
Kimley-Horn	82.26667	7	
KSA	82.93333	6	
Malone Wheeler	66.13333	20	
MRB	81.6	8	
Pape-Dawson	72.8	14	
Seiler Lankes	70.93333	16	
Goodman Corporation	66	21	
WSB	68.33333	18	
MWM	76.53333	11	
AG3	71.6	15	

	30	Relevant Qualifications and Experience	18	28.8	24	23.6
	20	Proposed Staff	12	18.8	12	14.26666667
	20	Available Resources and Location	16	18.8	12	15.6
	20	Methodology, Approach and Timeline	12	18	12	14
	10	Added Value	6	9.2	8	7.733333333
	100	Overall Total	64	93.6	68	75.2
	30	Relevant Qualifications and Experience	24	26.4	22.8	24.4
	20	Proposed Staff	16	17.6	11.2	14.93333333
	20	Available Resources and Location	16	18	10	14.66666667
	20	Methodology, Approach and Timeline	12	18.4	12	14.13333333
	10	Added Value	10	9.2	6	8.4
	100	Overall Total	78	89.6	62	76.53333333
	30	Relevant Qualifications and Experience	18	29.4	22.8	23.4
	20	Proposed Staff	12	19.2	16	15.73333333
	20	Available Resources and Location	12	18.8	16	15.6
	20	Methodology, Approach and Timeline	12	18	16	15.33333333
	10	Added Value	6	9.6	6	7.2
	100	Overall Total	60	95	76.8	77.26666667
	30	Relevant Qualifications and Experience	24	28.8	24	25.6
	20	Proposed Staff	12	18.8	16	15.6
	20	Available Resources and Location	16	18.8	16.8	17.2
	20	Methodology, Approach and Timeline	12	18	16.8	15.6
	10	Added Value	10	9.4	9.8	9.733333333
	100	Overall Total	74	93.8	83.4	83.73333333
	30	Relevant Qualifications and Experience	18	28.8	29.4	25.4
	20	Proposed Staff	12	17.2	19.6	16.26666667
	20	Available Resources and Location	16	17.2	18	17.06666667
	20	Methodology, Approach and Timeline	16	18	18	17.33333333
	10	Added Value	10	9.2	10	9.733333333
	100	Overall Total	72	90.4	95	85.8
	30	Relevant Qualifications and Experience	24	29.4	28.8	27.4
	20	Proposed Staff	12	19.6	18	16.53333333
	20	Available Resources and Location	12	19.2	18	16.4
	20	Methodology, Approach and Timeline	12	18	18	16
	10	Added Value	10	9.8	9.6	9.8
	100	Overall Total	70	96	92.4	86.13333333
	30	Relevant Qualifications and Experience	18	24	27	23
	20	Proposed Staff	12	16.8	18	15.6
	20	Available Resources and Location	16	17.6	18	17.2
	20	Methodology, Approach and Timeline	16	18.4	16.8	17.06666667
	10	Added Value	10	9.2	9	9.4
	100	Overall Total	72	86	88.8	82.26666667
	30	Relevant Qualifications and Experience	18	27.6	27	24.2
	20	Proposed Staff	12	18	19.2	16.4
	20	Available Resources and Location	16	18.8	18	17.6
	20	Methodology, Approach and Timeline	12	18	18	16
	10	Added Value	8	9.2	9	8.733333333
	100	Overall Total	66	91.6	91.2	82.93333333

	30	Relevant Qualifications and Experience	24	27	12	21
	20	Proposed Staff	12	18.8	10	13.6
	20	Available Resources and Location	8	18.8	10	12.26666667
	20	Methodology, Approach and Timeline	12	18	10	13.33333333
	10	Added Value	4	8.8	5	5.933333333
	100	Overall Total	60	91.4	47	66.13333333
	30	Relevant Qualifications and Experience	24	28.2	30	27.4
	20	Proposed Staff	8	17.6	19.6	15.06666667
	20	Available Resources and Location	8	17.6	19.6	15.06666667
	20	Methodology, Approach and Timeline	12	18	18	16
	10	Added Value	6	9.2	9	8.066666667
	100	Overall Total	58	90.6	96.2	81.6
	30	Relevant Qualifications and Experience	24	27	15	22
	20	Proposed Staff	12	18	10	13.33333333
	20	Available Resources and Location	16	19.2	12	15.73333333
	20	Methodology, Approach and Timeline	12	18	12	14
	10	Added Value	8	9.2	6	7.733333333
	100	Overall Total	72	91.4	55	72.8
	30	Relevant Qualifications and Experience	18	26.4	15	19.8
	20	Proposed Staff	12	18	10	13.33333333
	20	Available Resources and Location	16	19.2	12	15.73333333
	20	Methodology, Approach and Timeline	12	18	12	14
	10	Added Value	6	9.2	9	8.066666667
	100	Overall Total	64	90.8	58	70.93333333
	30	Relevant Qualifications and Experience	24	25.8	12	20.6
	20	Proposed Staff	12	16	8	12
	20	Available Resources and Location	12	16.8	8	12.26666667
	20	Methodology, Approach and Timeline	12	18	10	13.33333333
	10	Added Value	4	9.6	9.8	7.8
	100	Overall Total	64	86.2	47.8	66
	30	Relevant Qualifications and Experience	24	25.8	12	20.6
	20	Proposed Staff	12	18	8	12.66666667
	20	Available Resources and Location	16	18.4	8	14.13333333
	20	Methodology, Approach and Timeline	12	18	10	13.33333333
	10	Added Value	8	8.8	6	7.6
	100	Overall Total	72	89	44	68.33333333
	30	Relevant Qualifications and Experience	18	28.8	22.8	23.2
	20	Proposed Staff	12	19.2	12	14.4
	20	Available Resources and Location	12	19.2	16	15.73333333
	20	Methodology, Approach and Timeline	12	18	18	16
	10	Added Value	6	9.6	6	7.2
	100	Overall Total	60	94.8	74.8	76.53333333
	30	Relevant Qualifications and Experience	18	26.4	21	21.8
	20	Proposed Staff	12	18.4	12	14.13333333
	20	Available Resources and Location	12	17.6	10	13.2
	20	Methodology, Approach and Timeline	12	18	12	14
	10	Added Value	8	9.4	8	8.466666667
	100	Overall Total	62	89.8	63	71.6

Pre-Qualification for Professional Services - Geotechnical Investigation and Design

Master Evaluation Matrix

Solicitation #: CIPS23-019

Selected Firm:

	Overall Points	Evaluation Criteria	Points Awarded			Averaged Points Overall
			Evaluator #1 SD	Evaluator #2 ET	Evaluator #3 AP	
	30	Relevant Qualifications and Experience	24	24	18	22
	20	Proposed Staff	14	20	10	14.66666667
	20	Available Resources and Location	16	20	12	16
	20	Methodology, Approach and Timeline	12	20	16	16
	10	Added Value	6	8	6	6.666666667
	100	Overall Total	72	92	62	75.33333333
	30	Relevant Qualifications and Experience	27	24	18	23
	20	Proposed Staff	18	16	12	15.33333333
	20	Available Resources and Location	16	16	12	14.66666667
	20	Methodology, Approach and Timeline	16	16	12	14.66666667
	10	Added Value	4	10	2	5.333333333
	100	Overall Total	81	82	56	73
	30	Relevant Qualifications and Experience	24	24	15	21
	20	Proposed Staff	16	20	8	14.66666667
	20	Available Resources and Location	16	16	12	14.66666667
	20	Methodology, Approach and Timeline	16	20	10	15.33333333
	10	Added Value	6	8	6	6.666666667
	100	Overall Total	78	88	51	72.33333333
	30	Relevant Qualifications and Experience	27	30	24	27
	20	Proposed Staff	16	16	8	13.33333333
	20	Available Resources and Location	16	16	12	14.66666667
	20	Methodology, Approach and Timeline	18	20	16	18
	10	Added Value	9	10	8	9
	100	Overall Total	86	92	68	82
	30	Relevant Qualifications and Experience	25.2	24	27	25.4
	20	Proposed Staff	18	20	18	18.66666667
	20	Available Resources and Location	16	20	18	18
	20	Methodology, Approach and Timeline	16	20	20	18.66666667
	10	Added Value	8	10	10	9.333333333
	100	Overall Total	83.2	94	93	90.06666667
	30	Relevant Qualifications and Experience	24	24	21	23
	20	Proposed Staff	16	16	8	13.33333333
	20	Available Resources and Location	19.2	18	12	16.4
	20	Methodology, Approach and Timeline	19.2	16	8	14.4
	10	Added Value	9	9	8	8.666666667
	100	Overall Total	87.4	83	57	75.8

Firm	Total Points	Rank
Arias	75.33333	6
Braun Intertec	73	7
HVJ	72.33333	8
Kleinfelder	82	3
MLA	90.06667	2
Raba Kistner	75.8	5
Rock	80	4
Terracon	92.33333	1

AWARD

AWARD

AWARD

	30	Relevant Qualifications and Experience	24	24	27	25
	20	Proposed Staff	16	16	16	16
	20	Available Resources and Location	12	16	12	13.33333333
	20	Methodology, Approach and Timeline	16	18	20	18
	10	Added Value	5	10	8	7.66666667
	100	Overall Total	73	84	83	80
	30	Relevant Qualifications and Experience	28.8	30	30	29.6
	20	Proposed Staff	19.2	20	18	19.06666667
	20	Available Resources and Location	18	20	20	19.33333333
	20	Methodology, Approach and Timeline	12	16	20	16
	10	Added Value	8	9	8	8.33333333
	100	Overall Total	86	95	96	92.33333333

Pre-Qualification for Professional Services - Land Surveying

Master Evaluation Matrix

Solicitation #: CIPS23-019

Selected Firm:

		Points Awarded				
	Overall Points	Evaluation Criteria	Evaluator #1 SL	Evaluator #2 TB	Evaluator #3 PC	Averaged Points Overall
	30	Relevant Qualifications and Experience	12	24	24	20
	20	Proposed Staff	8	12	16	12
	20	Available Resources and Location	12	12	16	13.33333333
	20	Methodology, Approach and Timeline	20	12	16	16
	10	Added Value	8	8	8	8
	100	Overall Total	60	68	80	69.33333333
	30	Relevant Qualifications and Experience	30	24	18	24
	20	Proposed Staff	18	12	12	14
	20	Available Resources and Location	18	16	12	15.33333333
	20	Methodology, Approach and Timeline	8	12	12	10.66666667
	10	Added Value	4	10	6	6.66666667
	100	Overall Total	78	74	60	70.66666667
	30	Relevant Qualifications and Experience	30	24	18	24
	20	Proposed Staff	20	20	12	17.33333333
	20	Available Resources and Location	16	12	12	13.33333333
	20	Methodology, Approach and Timeline	20	16	12	16
	10	Added Value	4	8	6	6
	100	Overall Total	90	80	60	76.66666667
	30	Relevant Qualifications and Experience	12	18	18	16
	20	Proposed Staff	12	12	12	12
	20	Available Resources and Location	8	12	12	10.66666667
	20	Methodology, Approach and Timeline	4	16	12	10.66666667
	10	Added Value	8	6	6	6.66666667
	100	Overall Total	44	64	60	56
	30	Relevant Qualifications and Experience	6	18	18	14
	20	Proposed Staff	4	12	12	9.33333333
	20	Available Resources and Location	8	12	12	10.66666667
	20	Methodology, Approach and Timeline	12	16	12	13.33333333
	10	Added Value	2	8	6	5.33333333
	100	Overall Total	32	66	60	52.66666667
	30	Relevant Qualifications and Experience	18	18	18	18
	20	Proposed Staff	20	16	12	16
	20	Available Resources and Location	12	16	12	13.33333333
	20	Methodology, Approach and Timeline	8	12	12	10.66666667
	10	Added Value	4	8	6	6

Firm	Total Points	Rank
AG3	69.33333	9
BGE	70.66667	7
Cobb-Fendley	76.66667	2
Colliers	56	13
DALTECH	52.66667	14
Doucet	64	12
GBA	72	6
Inland Geodetics	74	3
Kimley-Horn	64.66667	11
MWM	67.33333	10
Pape-Dawson	72	5
SAM	81.33333	1
Survwest	72.66667	4
Walker Partners	69.66667	8

	100	Overall Total	62	70	60	64
	30	Relevant Qualifications and Experience	30	24	18	24
	20	Proposed Staff	16	16	12	14.66666667
	20	Available Resources and Location	16	16	12	14.66666667
	20	Methodology, Approach and Timeline	12	12	12	12
	10	Added Value	8	6	6	6.66666667
	100	Overall Total	82	74	60	72
	30	Relevant Qualifications and Experience	30	24	18	24
	20	Proposed Staff	16	12	12	13.33333333
	20	Available Resources and Location	20	16	12	16
	20	Methodology, Approach and Timeline	16	12	12	13.33333333
	10	Added Value	10	6	6	7.33333333
	100	Overall Total	92	70	60	74
	30	Relevant Qualifications and Experience	18	18	18	18
	20	Proposed Staff	12	16	12	13.33333333
	20	Available Resources and Location	20	12	12	14.66666667
	20	Methodology, Approach and Timeline	12	12	12	12
	10	Added Value	8	6	6	6.66666667
	100	Overall Total	70	64	60	64.66666667
	30	Relevant Qualifications and Experience	24	18	18	20
	20	Proposed Staff	20	16	12	16
	20	Available Resources and Location	8	12	12	10.66666667
	20	Methodology, Approach and Timeline	20	12	12	14.66666667
	10	Added Value	6	6	6	6
	100	Overall Total	78	64	60	67.33333333
	30	Relevant Qualifications and Experience	24	18	18	20
	20	Proposed Staff	20	16	12	16
	20	Available Resources and Location	16	12	12	13.33333333
	20	Methodology, Approach and Timeline	20	16	12	16
	10	Added Value	6	8	6	6.66666667
	100	Overall Total	86	70	60	72
	30	Relevant Qualifications and Experience	30	24	18	24
	20	Proposed Staff	20	20	12	17.33333333
	20	Available Resources and Location	20	16	12	16
	20	Methodology, Approach and Timeline	20	16	12	16
	10	Added Value	8	10	6	8
	100	Overall Total	98	86	60	81.33333333
	30	Relevant Qualifications and Experience	30	24	18	24
	20	Proposed Staff	8	12	12	10.66666667
	20	Available Resources and Location	18	16	12	15.33333333
	20	Methodology, Approach and Timeline	20	16	12	16
	10	Added Value	8	6	6	6.66666667
	100	Overall Total	84	74	60	72.66666667
	30	Relevant Qualifications and Experience	21	18	18	19
	20	Proposed Staff	20	12	12	14.66666667
	20	Available Resources and Location	18	12	12	14
	20	Methodology, Approach and Timeline	20	12	12	14.66666667

	10	Added Value	10	6	6	7.333333333
	100	Overall Total	89	60	60	69.66666667

Pre-Qualification for Professional Services - Landscape Architect, Design and Analysis

Master Evaluation Matrix

Solicitation #: CIPS23-019

Selected Firm:

	Overall Points	Evaluation Criteria	Points Awarded			Averaged Points Overall
			Evaluator #1 RG	Evaluator #2 RA	Evaluator #3 CD	
	30	Relevant Qualifications and Experience	24	24	24	24
	20	Proposed Staff	16	16	10	14
	20	Available Resources and Location	16	12	10	12.66666667
	20	Methodology, Approach and Timeline	16	16	16	16
	10	Added Value	10	8	8	8.66666667
	100	Overall Total	82	76	68	75.33333333
	30	Relevant Qualifications and Experience	18	21	18	19
	20	Proposed Staff	12	16	12	13.33333333
	20	Available Resources and Location	12	10	12	11.33333333
	20	Methodology, Approach and Timeline	16	16	12	14.66666667
	10	Added Value	10	8	6	8
	100	Overall Total	68	71	60	66.33333333
	30	Relevant Qualifications and Experience	24	24	30	26
	20	Proposed Staff	16	16	18	16.66666667
	20	Available Resources and Location	16	12	18	15.33333333
	20	Methodology, Approach and Timeline	20	16	20	18.66666667
	10	Added Value	10	8	8	8.66666667
	100	Overall Total	86	76	94	85.33333333
	30	Relevant Qualifications and Experience	24	21	24	23
	20	Proposed Staff	16	16	16	16
	20	Available Resources and Location	16	16	20	17.33333333
	20	Methodology, Approach and Timeline	16	16	18	16.66666667
	10	Added Value	8	8	7	7.66666667
	100	Overall Total	80	77	85	80.66666667
	30	Relevant Qualifications and Experience	18	21	18	19
	20	Proposed Staff	16	18	12	15.33333333
	20	Available Resources and Location	12	14	8	11.33333333
	20	Methodology, Approach and Timeline	12	16	12	13.33333333
	10	Added Value	6	8	7	7
	100	Overall Total	64	77	57	66
	30	Relevant Qualifications and Experience	18	24	18	20
	20	Proposed Staff	12	10	12	11.33333333
	20	Available Resources and Location	12	12	12	12
	20	Methodology, Approach and Timeline	16	16	12	14.66666667
	10	Added Value	10	6	6	7.33333333
	100	Overall Total	68	68	60	65.33333333

Firm	Total Points	Rank	
Burditt	75.33333	4	AWARD
Colliers	66.33333	6	
Freese & Nichols	85.33333	1	AWARD
Kimley-Horn	80.66667	3	AWARD
M2L	66	7	
MHS	65.33333	8	
RVi	81.66667	2	AWARD
Studio 16:19	64.33333	9	
MWM	73.33333	5	

	30	Relevant Qualifications and Experience	24	21	27	24
	20	Proposed Staff	16	16	18	16.66666667
	20	Available Resources and Location	16	16	18	16.66666667
	20	Methodology, Approach and Timeline	20	12	16	16
	10	Added Value	10	6	9	8.333333333
	100	Overall Total	86	71	88	81.66666667
	30	Relevant Qualifications and Experience	24	21	18	21
	20	Proposed Staff	12	12	12	12
	20	Available Resources and Location	12	12	12	12
	20	Methodology, Approach and Timeline	12	14	12	12.66666667
	10	Added Value	6	8	6	6.666666667
	100	Overall Total	66	67	60	64.33333333
	30	Relevant Qualifications and Experience	18	24	24	22
	20	Proposed Staff	16	16	16	16
	20	Available Resources and Location	12	14	12	12.66666667
	20	Methodology, Approach and Timeline	16	16	16	16
	10	Added Value	6	8	6	6.666666667
	100	Overall Total	68	78	74	73.33333333

Pre-Qualification for Professional Services - Materials Testing, Inspections, and Observations

Master Evaluation Matrix

Solicitation #: CIPS23-019

Selected Firm:

	Overall Points	Evaluation Criteria	Points Awarded			Averaged Points Overall
			Evaluator #1 AP	Evaluator #2 PC	Evaluator #3 RA	
	30	Relevant Qualifications and Experience	24	18	24	22
	20	Proposed Staff	18	12	16	15.33333333
	20	Available Resources and Location	16	12	12	13.33333333
	20	Methodology, Approach and Timeline	20	12	16	16
	10	Added Value	9	6	8	7.66666667
	100	Overall Total	87	60	76	74.33333333
	30	Relevant Qualifications and Experience	12	18	18	16
	20	Proposed Staff	8	12	16	12
	20	Available Resources and Location	8	12	16	12
	20	Methodology, Approach and Timeline	8	12	16	12
	10	Added Value	4	6	8	6
	100	Overall Total	40	60	74	58
	30	Relevant Qualifications and Experience	6	18	24	16
	20	Proposed Staff	4	12	16	10.66666667
	20	Available Resources and Location	4	12	12	9.33333333
	20	Methodology, Approach and Timeline	12	12	16	13.33333333
	10	Added Value	6	6	8	6.66666667
	100	Overall Total	32	60	76	56
	30	Relevant Qualifications and Experience	6	18	12	12
	20	Proposed Staff	4	12	8	8
	20	Available Resources and Location	4	12	8	8
	20	Methodology, Approach and Timeline	4	12	8	8
	10	Added Value	2	6	2	3.33333333
	100	Overall Total	20	60	38	39.33333333
	30	Relevant Qualifications and Experience	18	18	24	20
	20	Proposed Staff	12	12	16	13.33333333
	20	Available Resources and Location	8	12	18	12.66666667
	20	Methodology, Approach and Timeline	16	12	14	14
	10	Added Value	6	6	8	6.66666667
	100	Overall Total	60	60	80	66.66666667
	30	Relevant Qualifications and Experience	6	18	6	10
	20	Proposed Staff	4	12	4	6.66666667
	20	Available Resources and Location	4	12	12	9.33333333
	20	Methodology, Approach and Timeline	4	12	4	6.66666667
	10	Added Value	2	6	9	5.66666667

Firm	Total Points	Rank	
Arias	74.33333	4	AWARD
Braun Intertec	58	9	
ECS	56	10	
Freese & Nichols	39.33333	11	
HVJ	66.66667	6	
JEC	38.33333	12	
Kleinfelder	65	7	
MLA	79	1	AWARD
Raba Kistner	70	5	
Rock	77	3	AWARD
Terracon	58.33333	8	
TSIT	77.66667	2	AWARD

	100	Overall Total	20	60	35	38.33333333
	30	Relevant Qualifications and Experience	12	18	21	17
	20	Proposed Staff	8	12	16	12
	20	Available Resources and Location	8	12	18	12.66666667
	20	Methodology, Approach and Timeline	20	12	16	16
	10	Added Value	8	6	8	7.33333333
	100	Overall Total	56	60	79	65
	30	Relevant Qualifications and Experience	27	18	27	24
	20	Proposed Staff	18	12	16	15.33333333
	20	Available Resources and Location	18	12	16	15.33333333
	20	Methodology, Approach and Timeline	20	12	16	16
	10	Added Value	10	6	9	8.33333333
	100	Overall Total	93	60	84	79
	30	Relevant Qualifications and Experience	24	18	24	22
	20	Proposed Staff	12	12	16	13.33333333
	20	Available Resources and Location	12	12	14	12.66666667
	20	Methodology, Approach and Timeline	16	12	16	14.66666667
	10	Added Value	8	6	8	7.33333333
	100	Overall Total	72	60	78	70
	30	Relevant Qualifications and Experience	27	18	27	24
	20	Proposed Staff	18	12	16	15.33333333
	20	Available Resources and Location	18	12	12	14
	20	Methodology, Approach and Timeline	20	12	16	16
	10	Added Value	9	6	8	7.66666667
	100	Overall Total	92	60	79	77
	30	Relevant Qualifications and Experience	6	18	24	16
	20	Proposed Staff	8	12	16	12
	20	Available Resources and Location	4	12	16	10.66666667
	20	Methodology, Approach and Timeline	12	12	12	12
	10	Added Value	8	6	9	7.66666667
	100	Overall Total	38	60	77	58.33333333
	30	Relevant Qualifications and Experience	27	18	24	23
	20	Proposed Staff	18	12	16	15.33333333
	20	Available Resources and Location	18	12	16	15.33333333
	20	Methodology, Approach and Timeline	20	12	16	16
	10	Added Value	10	6	8	8
	100	Overall Total	93	60	80	77.66666667

Pre-Qualification for Professional Services - Mechanical, Electrical, Plumbing, Design and Analysis

Master Evaluation Matrix

Solicitation #: CIPS23-019

Selected Firm:

	Overall Points	Evaluation Criteria	Points Awarded			Averaged Points Overall
			Evaluator #1 TB	Evaluator #2 JD	Evaluator #3 CW	
	30	Relevant Qualifications and Experience	18	24	24	22
	20	Proposed Staff	16	16	12	14.66666667
	20	Available Resources and Location	16	12	16	14.66666667
	20	Methodology, Approach and Timeline	12	20	16	16
	10	Added Value	6	8	6	6.666666667
	100	Overall Total	68	80	74	74
	30	Relevant Qualifications and Experience	30	24	24	26
	20	Proposed Staff	16	12	16	14.66666667
	20	Available Resources and Location	16	12	12	13.33333333
	20	Methodology, Approach and Timeline	16	20	16	17.33333333
	10	Added Value	10	8	8	8.666666667
	100	Overall Total	88	76	76	80
	30	Relevant Qualifications and Experience	24	24	24	24
	20	Proposed Staff	16	20	20	18.66666667
	20	Available Resources and Location	12	12	12	12
	20	Methodology, Approach and Timeline	12	20	16	16
	10	Added Value	6	6	6	6
	100	Overall Total	70	82	78	76.66666667
	30	Relevant Qualifications and Experience	18	18	18	18
	20	Proposed Staff	12	16	16	14.66666667
	20	Available Resources and Location	12	12	16	13.33333333
	20	Methodology, Approach and Timeline	12	12	12	12
	10	Added Value	8	6	6	6.666666667
	100	Overall Total	62	64	68	64.66666667
	30	Relevant Qualifications and Experience	24	24	24	24
	20	Proposed Staff	20	16	16	17.33333333
	20	Available Resources and Location	12	12	12	12
	20	Methodology, Approach and Timeline	12	12	12	12
	10	Added Value	8	6	8	7.333333333
	100	Overall Total	76	70	72	72.66666667
	30	Relevant Qualifications and Experience	24	30	30	28
	20	Proposed Staff	12	16	16	14.66666667
	20	Available Resources and Location	12	16	16	14.66666667
	20	Methodology, Approach and Timeline	12	12	16	13.33333333
	10	Added Value	8	8	8	8
	100	Overall Total	68	82	86	78.66666667

Firm	Total Points	Rank
Cleary Zimmermann	74	4
DBR	80	1
Freese & Nichols	76.66667	3
GBA	64.66667	6
HCE	72.66667	5
Parkhill	78.66667	2

Pre-Qualification for Professional Services - Plan Review

Master Evaluation Matrix

Solicitation #: CIPS23-019

Selected Firm:

		Points Awarded							
	Overall Points	Evaluation Criteria	Evaluator #1 RG	Evaluator #2 TH	Evaluator #3 SD	Averaged Points Overall	Firm	Total Points	Rank
	30	Relevant Qualifications and Experience	18	21	21	20	Aguirre & Fields	70.33333	6
	20	Proposed Staff	12	16	14	14	Doucet	64	7
	20	Available Resources and Location	16	12	12	13.33333333	Edge	73.66667	5
	20	Methodology, Approach and Timeline	16	16	16	16	GBA	76	2
	10	Added Value	8	7	6	7	Gilpin	78.06667	1
	100	Overall Total	70	72	69	70.33333333	K Friese	74	4
	30	Relevant Qualifications and Experience	24	15	27	22	Malone Wheeler	57.33333	8
	20	Proposed Staff	12	14	12	12.66666667	Safebuilt	52.66667	9
	20	Available Resources and Location	12	12	8	10.66666667	WSB	75.66667	3
	20	Methodology, Approach and Timeline	16	12	10	12.66666667			
	10	Added Value	6	6	6	6			
	100	Overall Total	70	59	63	64			
	30	Relevant Qualifications and Experience	24	24	21	23			
	20	Proposed Staff	12	12	14	12.66666667			
	20	Available Resources and Location	12	14	18	14.66666667			
	20	Methodology, Approach and Timeline	16	16	16	16			
	10	Added Value	8	7	7	7.33333333			
	100	Overall Total	72	73	76	73.66666667			
	30	Relevant Qualifications and Experience	30	24	27	27			
	20	Proposed Staff	20	10	10	13.33333333			
	20	Available Resources and Location	12	16	14	14			
	20	Methodology, Approach and Timeline	16	14	12	14			
	10	Added Value	8	7	8	7.66666667			
	100	Overall Total	86	71	71	76			
	30	Relevant Qualifications and Experience	30	24	28.2	27.4			
	20	Proposed Staff	16	14	12	14			
	20	Available Resources and Location	16	12	14	14			
	20	Methodology, Approach and Timeline	16	16	16	16			
	10	Added Value	8	6	6	6.66666667			
	100	Overall Total	86	72	76.2	78.06666667			
	30	Relevant Qualifications and Experience	24	21	27	24			
	20	Proposed Staff	12	12	18	14			
	20	Available Resources and Location	16	14	16	15.33333333			
	20	Methodology, Approach and Timeline	16	16	12	14.66666667			
	10	Added Value	6	6	6	6			

	100	Overall Total	74	69	79	74
	30	Relevant Qualifications and Experience	18	18	18	18
	20	Proposed Staff	12	10	16	12.66666667
	20	Available Resources and Location	8	10	10	9.333333333
	20	Methodology, Approach and Timeline	8	16	10	11.33333333
	10	Added Value	6	6	6	6
	100	Overall Total	52	60	60	57.33333333
	30	Relevant Qualifications and Experience	12	12	18	14
	20	Proposed Staff	8	12	8	9.333333333
	20	Available Resources and Location	12	12	12	12
	20	Methodology, Approach and Timeline	8	14	12	11.33333333
	10	Added Value	6	6	6	6
	100	Overall Total	46	56	56	52.66666667
	30	Relevant Qualifications and Experience	24	18	21	21
	20	Proposed Staff	16	14	12	14
	20	Available Resources and Location	16	12	18	15.33333333
	20	Methodology, Approach and Timeline	20	18	16	18
	10	Added Value	8	6	8	7.333333333
	100	Overall Total	84	68	75	75.66666667

Pre-Qualification for Professional Services - Structural Design and Analysis

Master Evaluation Matrix

Solicitation #: CIPS23-019

Selected Firm:

	Overall Points	Evaluation Criteria	Points Awarded			Averaged Points Overall
			Evaluator #1 RG	Evaluator #2 RA	Evaluator #3 SD	
	30	Relevant Qualifications and Experience	18	18	24	20
	20	Proposed Staff	12	12	16	13.33333333
	20	Available Resources and Location	16	16	18	16.66666667
	20	Methodology, Approach and Timeline	16	12	16	14.66666667
	10	Added Value	8	8	8	8
	100	Overall Total	70	66	82	72.66666667
	30	Relevant Qualifications and Experience	24	24	27	25
	20	Proposed Staff	12	12	18	14
	20	Available Resources and Location	12	12	16	13.33333333
	20	Methodology, Approach and Timeline	16	18	14	16
	10	Added Value	6	6	8	6.66666667
	100	Overall Total	70	72	83	75
	30	Relevant Qualifications and Experience	24	12	30	22
	20	Proposed Staff	12	16	18	15.33333333
	20	Available Resources and Location	16	12	12	13.33333333
	20	Methodology, Approach and Timeline	12	12	18	14
	10	Added Value	8	8	7	7.66666667
	100	Overall Total	72	60	85	72.33333333
	30	Relevant Qualifications and Experience	18	12	12	14
	20	Proposed Staff	12	12	12	12
	20	Available Resources and Location	16	12	12	13.33333333
	20	Methodology, Approach and Timeline	16	18	12	15.33333333
	10	Added Value	8	7	8	7.66666667
	100	Overall Total	70	61	56	62.33333333

Firm	Total Points	Rank	
Aguirre & Fields	72.66667	2	AWARD
Ardurra	75	1	AWARD
Freese & Nichols	72.33333	3	AWARD
GBA	62.33333	4	

Pre-Qualification for Professional Services - Traffic and Roadway Engineering Design and Analysis

Master Evaluation Matrix

Solicitation #: CIPS23-019

Selected Firm:

		Points Awarded						
	Overall Points	Evaluation Criteria	Evaluator #1 RP	Evaluator #2 TH	Evaluator #3 AW	Averaged Points Overall	Firm	Total Points Rank
	30	Relevant Qualifications and Experience	21	18	24	21	Aguirre & Fields	74 9
	20	Proposed Staff	16	16	16	16	ATG	60.66667 24
	20	Available Resources and Location	10	14	14	12.66666667	American Structurepoint	79.66667 6
	20	Methodology, Approach and Timeline	16	18	16	16.66666667	Ardurra	55.66667 26
	10	Added Value	8	7	8	7.666666667	Binkley & Barfield	77 7
	100	Overall Total	71	73	78	74	Cobb-Fendley	80.66667 4 AWARD
	30	Relevant Qualifications and Experience	21	24	12	19	Colliers	57.33333 25
	20	Proposed Staff	16	12	8	12	DKS	69 14
	20	Available Resources and Location	8	12	8	9.333333333	Doucet	61.66667 23
	20	Methodology, Approach and Timeline	16	14	8	12.66666667	Garver	76.33333 8
	10	Added Value	8	7	8	7.666666667	Garza	53.33333 27
	100	Overall Total	69	69	44	60.66666667	GBA	64 20
	30	Relevant Qualifications and Experience	24	24	27	25	Gilpin	62.33333 22
	20	Proposed Staff	16	10	18	14.66666667	HDR	80.66667 4 AWARD
	20	Available Resources and Location	18	14	18	16.66666667	Huitt-Zollars	86.26667 3 AWARD
	20	Methodology, Approach and Timeline	18	14	18	16.66666667	K Friese	66 17
	10	Added Value	8	6	6	6.666666667	Kimley-Horn	87.73333 2 AWARD
	100	Overall Total	84	68	87	79.66666667	KSA	65 18
	30	Relevant Qualifications and Experience	15	15	12	14	LJA	71.06667 11
	20	Proposed Staff	14	12	8	11.33333333	Pape-Dawson	69.33333 13
	20	Available Resources and Location	14	14	8	12	Seiler Lankes	64 20
	20	Methodology, Approach and Timeline	14	16	8	12.66666667	Tetra Tech	87.86667 1 AWARD
	10	Added Value	5	6	6	5.666666667	Goodman Corporation	67.6 15
	100	Overall Total	62	63	42	55.66666667	TJKM	64.33333 19
	30	Relevant Qualifications and Experience	24	24	22.8	23.6	Walker Partners	66.66667 16
	20	Proposed Staff	16	16	15.2	15.73333333	Walter P Moore	70.66667 12
	20	Available Resources and Location	18	14	14	15.33333333	WSB	71.33333 10
	20	Methodology, Approach and Timeline	16	14	14	14.66666667		
	10	Added Value	9	6	8	7.666666667		
	100	Overall Total	83	74	74	77		
	30	Relevant Qualifications and Experience	27	21	24	24		
	20	Proposed Staff	16	14	16	15.33333333		
	20	Available Resources and Location	18	14	16	16		
	20	Methodology, Approach and Timeline	20	16	18	18		
	10	Added Value	8	6	8	7.333333333		
	100	Overall Total	89	71	82	80.66666667		
	30	Relevant Qualifications and Experience	15	18	15	16		
	20	Proposed Staff	12	12	10	11.33333333		
	20	Available Resources and Location	8	8	12	9.333333333		

	20	Methodology, Approach and Timeline	12	16	12	13.33333333
	10	Added Value	8	8	6	7.33333333
	100	Overall Total	55	62	55	57.33333333
	30	Relevant Qualifications and Experience	24	18	12	18
	20	Proposed Staff	16	12	8	12
	20	Available Resources and Location	18	14	10	14
	20	Methodology, Approach and Timeline	14	18	18	16.66666667
	10	Added Value	8	8	9	8.33333333
	100	Overall Total	80	70	57	69
	30	Relevant Qualifications and Experience	15	18	15	16
	20	Proposed Staff	16	16	10	14
	20	Available Resources and Location	16	14	10	13.33333333
	20	Methodology, Approach and Timeline	14	12	12	12.66666667
	10	Added Value	6	7	4	5.66666667
	100	Overall Total	67	67	51	61.66666667
	30	Relevant Qualifications and Experience	30	27	18	25
	20	Proposed Staff	18	14	12	14.66666667
	20	Available Resources and Location	20	12	12	14.66666667
	20	Methodology, Approach and Timeline	16	16	14	15.33333333
	10	Added Value	8	6	6	6.66666667
	100	Overall Total	92	75	62	76.33333333
	30	Relevant Qualifications and Experience	12	15	12	13
	20	Proposed Staff	12	12	8	10.66666667
	20	Available Resources and Location	16	12	8	12
	20	Methodology, Approach and Timeline	10	12	12	11.33333333
	10	Added Value	5	6	8	6.33333333
	100	Overall Total	55	57	48	53.33333333
	30	Relevant Qualifications and Experience	18	18	12	16
	20	Proposed Staff	14	14	12	13.33333333
	20	Available Resources and Location	18	12	12	14
	20	Methodology, Approach and Timeline	16	16	12	14.66666667
	10	Added Value	8	6	4	6
	100	Overall Total	74	66	52	64
	30	Relevant Qualifications and Experience	18	18	12	16
	20	Proposed Staff	16	12	10	12.66666667
	20	Available Resources and Location	16	12	10	12.66666667
	20	Methodology, Approach and Timeline	16	16	10	14
	10	Added Value	8	7	6	7
	100	Overall Total	74	65	48	62.33333333
	30	Relevant Qualifications and Experience	27	18	27	24
	20	Proposed Staff	16	14	16	15.33333333
	20	Available Resources and Location	18	14	16	16
	20	Methodology, Approach and Timeline	16	18	18	17.33333333
	10	Added Value	9	6	9	8
	100	Overall Total	86	70	86	80.66666667
	30	Relevant Qualifications and Experience	24	24	29.4	25.8
	20	Proposed Staff	18	14	19.2	17.06666667
	20	Available Resources and Location	18	12	19.6	16.53333333
	20	Methodology, Approach and Timeline	20	16	19.6	18.53333333
	10	Added Value	9	6	10	8.33333333
	100	Overall Total	89	72	97.8	86.26666667

	30	Relevant Qualifications and Experience	21	18	15	18
	20	Proposed Staff	16	14	10	13.33333333
	20	Available Resources and Location	18	12	10	13.33333333
	20	Methodology, Approach and Timeline	16	14	12	14
	10	Added Value	7	6	9	7.33333333
	100	Overall Total	78	64	56	66
	30	Relevant Qualifications and Experience	30	24	28.8	27.6
	20	Proposed Staff	18	14	19.2	17.06666667
	20	Available Resources and Location	18	14	19.2	17.06666667
	20	Methodology, Approach and Timeline	20	16	18	18
	10	Added Value	9	7	8	8
	100	Overall Total	95	75	93.2	87.73333333
	30	Relevant Qualifications and Experience	15	18	15	16
	20	Proposed Staff	14	14	10	12.66666667
	20	Available Resources and Location	18	16	10	14.66666667
	20	Methodology, Approach and Timeline	14	14	14	14
	10	Added Value	8	7	8	7.66666667
	100	Overall Total	69	69	57	65
	30	Relevant Qualifications and Experience	24	21	15	20
	20	Proposed Staff	18	14	10	14
	20	Available Resources and Location	18	14	11.2	14.4
	20	Methodology, Approach and Timeline	20	16	12	16
	10	Added Value	8	6	6	6.66666667
	100	Overall Total	88	71	54.2	71.06666667
	30	Relevant Qualifications and Experience	27	15	15	19
	20	Proposed Staff	18	14	8	13.33333333
	20	Available Resources and Location	18	14	10	14
	20	Methodology, Approach and Timeline	20	16	12	16
	10	Added Value	9	6	6	7
	100	Overall Total	92	65	51	69.33333333
	30	Relevant Qualifications and Experience	21	18	12	17
	20	Proposed Staff	18	14	12	14.66666667
	20	Available Resources and Location	12	12	10	11.33333333
	20	Methodology, Approach and Timeline	16	16	10	14
	10	Added Value	8	6	7	7
	100	Overall Total	75	66	51	64
	30	Relevant Qualifications and Experience	27	24	27	26
	20	Proposed Staff	20	16	19.2	18.4
	20	Available Resources and Location	18	14	19.2	17.06666667
	20	Methodology, Approach and Timeline	20	16	19.2	18.4
	10	Added Value	9	6	9	8
	100	Overall Total	94	76	93.6	87.86666667
	30	Relevant Qualifications and Experience	18	15	15	16
	20	Proposed Staff	16	12	12	13.33333333
	20	Available Resources and Location	16	16	10	14
	20	Methodology, Approach and Timeline	16	16	16	16
	10	Added Value	8	7	9.8	8.26666667
	100	Overall Total	74	66	62.8	67.6
	30	Relevant Qualifications and Experience	18	15	15	16
	20	Proposed Staff	16	14	10	13.33333333
	20	Available Resources and Location	10	10	10	10

	20	Methodology, Approach and Timeline	18	16	18	17.33333333
	10	Added Value	6	7	10	7.66666667
	100	Overall Total	68	62	63	64.33333333
	30	Relevant Qualifications and Experience	21	18	15	18
	20	Proposed Staff	16	14	10	13.33333333
	20	Available Resources and Location	18	12	10	13.33333333
	20	Methodology, Approach and Timeline	16	14	14	14.66666667
	10	Added Value	9	6	7	7.33333333
	100	Overall Total	80	64	56	66.66666667
	30	Relevant Qualifications and Experience	24	24	15	21
	20	Proposed Staff	18	10	12	13.33333333
	20	Available Resources and Location	16	16	10	14
	20	Methodology, Approach and Timeline	18	16	12	15.33333333
	10	Added Value	8	7	6	7
	100	Overall Total	84	73	55	70.66666667
	30	Relevant Qualifications and Experience	24	21	18	21
	20	Proposed Staff	16	14	12	14
	20	Available Resources and Location	18	14	12	14.66666667
	20	Methodology, Approach and Timeline	16	16	12	14.66666667
	10	Added Value	8	7	6	7
	100	Overall Total	82	72	60	71.33333333

Pre-Qualification for Professional Services - Water and Wastewater Design and Analysis

Master Evaluation Matrix

Solicitation #: CIPS23-019

Selected Firm:

	Overall Points	Evaluation Criteria	Points Awarded			Averaged Points Overall	Firm	Total Points	Rank	
			Evaluator #1 AP	Evaluator #2 DG	Evaluator #3 GE					
	30	Relevant Qualifications and Experience	21	30	18	23	Ardurra	74.33333	12	
	20	Proposed Staff	14	20	12	15.33333333	BGE	85.66667	4	AWARD
	20	Available Resources and Location	16	20	12	16	Cobb-Fendley	87.33333	2	AWARD
	20	Methodology, Approach and Timeline	12	20	8	13.33333333	Colliers	60.73333	20	
	10	Added Value	8	8	4	6.66666667	CP&Y	86.33333	3	AWARD
	100	Overall Total	71	98	54	74.33333333	DALTECH	49.06667	23	
	30	Relevant Qualifications and Experience	27	30	24	27	Doucet	59.46667	21	
	20	Proposed Staff	18	20	12	16.66666667	Freese & Nichols	68.66667	17	
	20	Available Resources and Location	18	20	12	16.66666667	Garver	84.33333	6	
	20	Methodology, Approach and Timeline	20	20	12	17.33333333	GBA	75	11	
	10	Added Value	10	10	4	8	Huitt-Zollars	62	19	
	100	Overall Total	93	100	64	85.66666667	K Friese	88.33333	1	AWARD
	30	Relevant Qualifications and Experience	27	30	24	27	Kimley-Horn	79.66667	9	
	20	Proposed Staff	18	20	16	18	KSA	73.33333	13	
	20	Available Resources and Location	18	20	12	16.66666667	LJA	84.66667	5	AWARD
	20	Methodology, Approach and Timeline	20	20	12	17.33333333	Malone Wheeler	58.86667	22	
	10	Added Value	9	10	6	8.33333333	MRB	75.8	10	
	100	Overall Total	92	100	70	87.33333333	MWM	69.6	16	
	30	Relevant Qualifications and Experience	12	28.2	12	17.4	Pape-Dawson	81	7	
	20	Proposed Staff	8	18	8	11.33333333	Plummer	72.46667	14	
	20	Available Resources and Location	8	18	8	11.33333333	Tetra Tech	67	18	
	20	Methodology, Approach and Timeline	8	20	12	13.33333333	Walker Partners	80.73333	8	
	10	Added Value	6	10	6	7.33333333	WSB	69.73333	15	
	100	Overall Total	42	94.2	46	60.73333333				
	30	Relevant Qualifications and Experience	27	30	18	25				
	20	Proposed Staff	18	20	16	18				
	20	Available Resources and Location	18	20	12	16.66666667				
	20	Methodology, Approach and Timeline	20	20	16	18.66666667				
	10	Added Value	9	9	6	8				
	100	Overall Total	92	99	68	86.33333333				
	30	Relevant Qualifications and Experience	6	28.8	6	13.6				
	20	Proposed Staff	4	19.2	8	10.4				
	20	Available Resources and Location	4	19.2	4	9.06666667				
	20	Methodology, Approach and Timeline	4	20	8	10.66666667				

	10	Added Value	2	10	4	5.333333333
	100	Overall Total	20	97.2	30	49.06666667
	30	Relevant Qualifications and Experience	9	29.4	12	16.8
	20	Proposed Staff	6	20	12	12.66666667
	20	Available Resources and Location	6	20	12	12.66666667
	20	Methodology, Approach and Timeline	8	20	8	12
	10	Added Value	2	10	4	5.333333333
	100	Overall Total	31	99.4	48	59.46666667
	30	Relevant Qualifications and Experience	12	30	12	18
	20	Proposed Staff	8	20	12	13.33333333
	20	Available Resources and Location	8	20	12	13.33333333
	20	Methodology, Approach and Timeline	12	20	16	16
	10	Added Value	6	10	8	8
	100	Overall Total	46	100	60	68.66666667
	30	Relevant Qualifications and Experience	27	30	24	27
	20	Proposed Staff	18	20	12	16.66666667
	20	Available Resources and Location	18	20	12	16.66666667
	20	Methodology, Approach and Timeline	12	20	12	14.66666667
	10	Added Value	10	10	8	9.333333333
	100	Overall Total	85	100	68	84.33333333
	30	Relevant Qualifications and Experience	18	30	24	24
	20	Proposed Staff	8	20	12	13.33333333
	20	Available Resources and Location	10	20	12	14
	20	Methodology, Approach and Timeline	12	20	12	14.66666667
	10	Added Value	10	9	8	9
	100	Overall Total	58	99	68	75
	30	Relevant Qualifications and Experience	6	30	24	20
	20	Proposed Staff	4	20	12	12
	20	Available Resources and Location	4	18	12	11.33333333
	20	Methodology, Approach and Timeline	4	20	16	13.33333333
	10	Added Value	2	8	6	5.333333333
	100	Overall Total	20	96	70	62
	30	Relevant Qualifications and Experience	27	30	24	27
	20	Proposed Staff	18	20	12	16.66666667
	20	Available Resources and Location	18	20	12	16.66666667
	20	Methodology, Approach and Timeline	20	20	16	18.66666667
	10	Added Value	10	10	8	9.333333333
	100	Overall Total	93	100	72	88.33333333
	30	Relevant Qualifications and Experience	18	30	21	23
	20	Proposed Staff	10	20	16	15.33333333
	20	Available Resources and Location	12	20	12	14.66666667
	20	Methodology, Approach and Timeline	20	20	16	18.66666667
	10	Added Value	8	10	6	8
	100	Overall Total	68	100	71	79.66666667
	30	Relevant Qualifications and Experience	18	30	12	20
	20	Proposed Staff	8	20	16	14.66666667

	20	Available Resources and Location	8	20	12	13.33333333
	20	Methodology, Approach and Timeline	20	20	12	17.33333333
	10	Added Value	8	10	6	8
	100	Overall Total	62	100	58	73.33333333
	30	Relevant Qualifications and Experience	24	30	18	24
	20	Proposed Staff	16	20	16	17.33333333
	20	Available Resources and Location	16	20	16	17.33333333
	20	Methodology, Approach and Timeline	20	20	16	18.66666667
	10	Added Value	6	10	6	7.33333333
	100	Overall Total	82	100	72	84.66666667
	30	Relevant Qualifications and Experience	12	28.2	18	19.4
	20	Proposed Staff	8	17.2	8	11.06666667
	20	Available Resources and Location	8	17.2	4	9.73333333
	20	Methodology, Approach and Timeline	8	20	12	13.33333333
	10	Added Value	2	8	6	5.33333333
	100	Overall Total	38	90.6	48	58.86666667
	30	Relevant Qualifications and Experience	21	30	18	23
	20	Proposed Staff	14	19.2	12	15.06666667
	20	Available Resources and Location	12	19.2	8	13.06666667
	20	Methodology, Approach and Timeline	16	20	12	16
	10	Added Value	8	10	8	8.66666667
	100	Overall Total	71	98.4	58	75.8
	30	Relevant Qualifications and Experience	12	29.4	24	21.8
	20	Proposed Staff	8	19.2	16	14.4
	20	Available Resources and Location	8	19.2	8	11.73333333
	20	Methodology, Approach and Timeline	12	20	12	14.66666667
	10	Added Value	6	9	6	7
	100	Overall Total	46	96.8	66	69.6
	30	Relevant Qualifications and Experience	24	30	18	24
	20	Proposed Staff	16	20	12	16
	20	Available Resources and Location	16	20	12	16
	20	Methodology, Approach and Timeline	20	20	12	17.33333333
	10	Added Value	8	9	6	7.66666667
	100	Overall Total	84	99	60	81
	30	Relevant Qualifications and Experience	24	28.2	24	25.4
	20	Proposed Staff	16	19.2	12	15.73333333
	20	Available Resources and Location	4	18	16	12.66666667
	20	Methodology, Approach and Timeline	8	20	12	13.33333333
	10	Added Value	4	8	4	5.33333333
	100	Overall Total	56	93.4	68	72.46666667
	30	Relevant Qualifications and Experience	15	30	12	19
	20	Proposed Staff	8	20	8	12
	20	Available Resources and Location	8	20	8	12
	20	Methodology, Approach and Timeline	20	20	12	17.33333333
	10	Added Value	6	10	4	6.66666667
	100	Overall Total	57	100	44	67

	30	Relevant Qualifications and Experience	18	30	24	24
	20	Proposed Staff	12	20	12	14.66666667
	20	Available Resources and Location	12	19.2	12	14.4
	20	Methodology, Approach and Timeline	20	20	16	18.66666667
	10	Added Value	10	9	8	9
	100	Overall Total	72	98.2	72	80.73333333
	30	Relevant Qualifications and Experience	15	28.2	12	18.4
	20	Proposed Staff	8	20	8	12
	20	Available Resources and Location	8	20	12	13.33333333
	20	Methodology, Approach and Timeline	20	20	16	18.66666667
	10	Added Value	6	10	6	7.33333333
	100	Overall Total	57	98.2	54	69.73333333



EXECUTIVE SUMMARY
2/15/2024

AGENDA SUBJECT:

Acceptance of public improvements for Haven at San Gabriel.

BACKGROUND:

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

The maintenance bond will commence its two (2)- year term upon City Council acceptance, as anticipated, on February 15, 2024, which will provide warranty and maintenance coverage for the public infrastructure improvements through February 15, 2026. The Engineering Department will perform a formal inspection of the improvements approximately thirty (30) days prior to the expiration of the maintenance bond to assure that any defects in materials, workmanship, or maintenance are corrected prior to expiration of the bond.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommend the City Council's formal acceptance of for Haven at San Gabriel - PICP-21-0038 public infrastructure improvements as mentioned above.

PRESENTER:

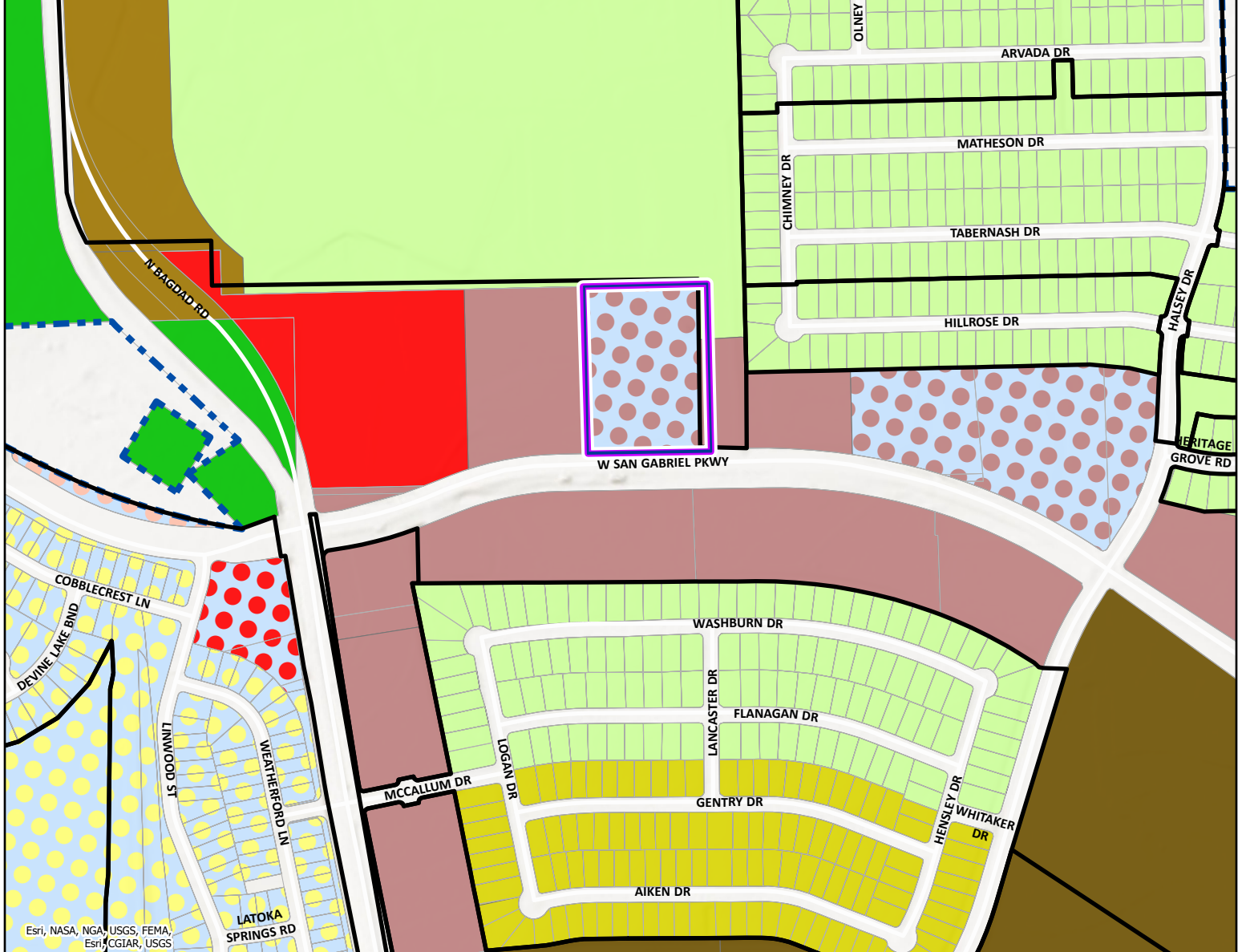
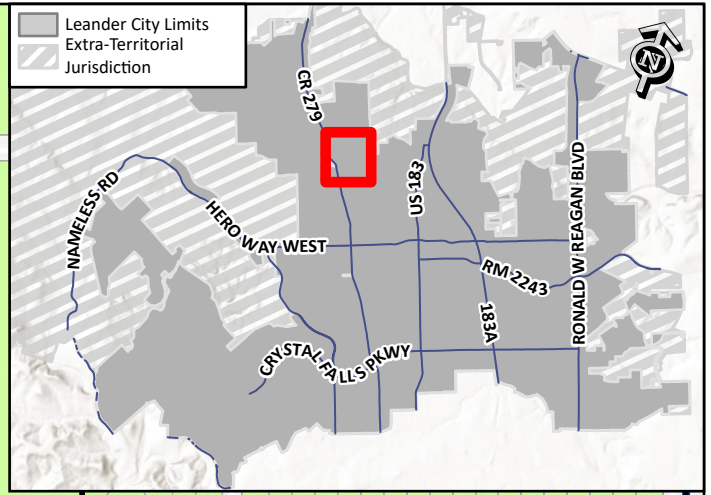
Sarvesh Dhakal, P.E., CFM, Assistant City Engineer

Fiscal Impact

Attachments:

1. Acceptance Documents - Haven at San Gabriel PICP-21-0038

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, please refer to the appraisal district website for official property data. No responsibility is assumed for damages or other liabilities due to the accuracy, availability, completeness, use or misuse of the information herein provided.

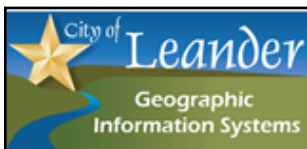


SUBDIVISION ACCEPTANCE

Haven at San Gabriel - PICP-21-0038

City Limits

Accepted Subdivision



RESIDENTIAL

- SFR - Single-Family Rural
- SFU - Single-Family Urban
- SFC - Single-Family Compact
- SFL - Single-Family Limited
- TF - Two Family
- MF - Multi-Family

RETAIL / COMMERCIAL

- LC - Local Commercial
- GC - General Commercial

PUD LAND USE

- PUD - Single-Family
- PUD - Local Office
- PUD - Local Commercial
- PUD - General Commercial



0 500 1,000
Feet

Engineer's Concurrence for Project Acceptance

Project: Haven at San Gabriel Date: 01-16-24

City of Leander Issued Permit Number: 21-PICP-038

Owner's Name & Address

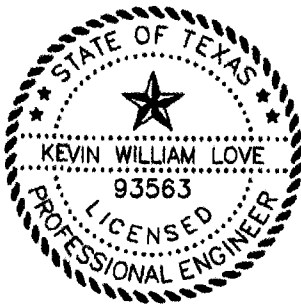
Haven at San Gabriel LP
20520 Hwy 46, Ste. 115, PMB 495
Spring Branch, TX 78070

Consultant Engineer's Name & Address

KLove Engineering, LLC
22610 US Hwy 281 N, Ste 204
San Antonio, TX 78258

On this date, I, the undersigned Professional Engineer in the State of Texas, or my representative, have made a visual inspection of the above referenced project. No discrepancies from the approved construction plans or deficiencies in construction were visible or brought to my attention. I, therefore, certify that all improvements are in substantial compliance with the approved construction plans and all City, State, and Federal requirements, including the City of Leander Subdivision Ordinance and Composite Zoning Ordinance.

If applicable, for closeout of public improvement construction project (PICP) permits, I additionally certify that all project closeout procedures with other governmental entities have been completed and finalized with each entity prior to submittal of my concurrence letter to the City of Leander.



(SEAL)

Signature

Kevin W. Love, P.E.

Typed Name

KLove Engineering, LLC

Engineering Firm Name

F-11042

Registered Engineering Firm Number

January 31, 2024

Tessa Heines, P.E.
City of Leander
201 N. Brushy St.
Leander, Texas 78641

Attn.,

The following is the information as applicable for the cost summary of this project.

Final Plat Legal Name as Recorded: Haven at San Gabriel
Name on Approved Construction Documents: Haven at San Gabriel
Name on Bank Bond for Fiscal Posting: USI Insurance Services, LLC
(Ensure that each relevant item being submitted is included above)

COST CATEGORIES	AMOUNT
Streets	N/A
Drainage	N/A
Water	\$146,294.49
Wastewater	\$27,125.60
Streetlights	N/A
Landscape Improvements	\$27,357.48
TOTAL	\$200,777.57

Add other relevant information. For example of related items such as maintenance bond and how much of the value is applied to said item.

Total improvements =	\$200,777.57
Maintenance Bond (10%) =	\$20,077.76

An example of related items such as the inspection fees and how much of the value is applied to said item.

Total Improvements =	\$200,777.57
Currently Paid Inspection Fees =	\$3,045.82
Inspection Fees (3.5%) =	\$7,027.21
Remaining Insp. Fees to be Paid =	\$3,981.39

Engineer:
Kevin W. Love, P.E.
KLove Engineering, LLC
22610 US Hwy 281 N., Ste. 204
San Antonio, Texas 78258



A handwritten signature in black ink, appearing to be "K. Love", written over a horizontal line.

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

STATE OF TEXAS
COUNTY OF

Date: 01/23/24

Haven at San Gabriel LP

Developer: 20520 Hwy 46, Ste. 115, PMB 495
Spring Branch, TX 78070

Contractor/Material Provider ("Affiant"): SCI Construction, Ltd
14170 FM 2964
Whitehouse, TX 75791

Project: Haven at San Gabriel

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

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

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

SUBSCRIBED AND SWORN TO BY Affiant on this 23rd day of January, 2024.

Initialed: BT

PAGE 1 of 2

AFFIANT:

Signature: _____

Typed Name: Brad Trump

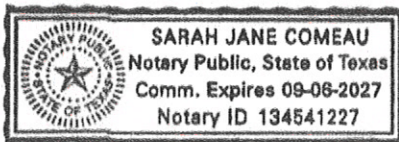
Title: VP of Operations

STATE OF TEXAS
COUNTY OF Smith

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 23 day of Jan, 2024.

[SEAL]



Sarah Comeau
Notary in and for the State of Texas

Name: Sarah Comeau

My commission expires: 9-6-27

Initialed: SC

PAGE 2 of 2

MAINTENANCE BOND
Subdivision Improvements

Bond No. 810016737

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that Haven at San Gabriel, LP
as Principal, whose address is 1253 W San Gabriel Parkway, Leander, TX 76541 and
Atlantic Specialty Insurance Company a Corporation organized under the
laws of the State of New York, and duly authorized to do business in the State of Texas, as
Surety, are held and firmly bound unto City of Leander, TX as Obligee, in the penal sum
of Twenty Thousand Seventy Seven and 76/100 Dollars
(\$ 20,077.76) to which payment will and truly to be made we do bind ourselves, our
and each of our heirs, executors, administrators, successors and assigns jointly and severally,
firmly by these presents.

WHEREAS, the said Principal has constructed **Haven at San Gabriel Public
Improvement Construction Plans Project No. 21-PICP-038** (the
“improvements”) pursuant to the ordinances of the Obligee, which ordinances are hereby
expressly made a part hereof as though the same were written and embodied herein;

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 24th day of January, 20 24.

Haven at San Gabriel, LP
Principal

By: 

Title: Doug Martine, Manager

Address: 20540 Hwy 46 W., Ste 115 PMB 495

Spring Branch, TX 78070

Atlantic Specialty Insurance Comapny
Surety

By: Gail M Perrin

Title: Gail M Perrin, Attorney-in-Fact

Address: c/o USI Insurance Services LLC

711 E Main St. - Ste 201

Chicopee, MA 01022



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

Not Applicable

(Seal)



Power of Attorney

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

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

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

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

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

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

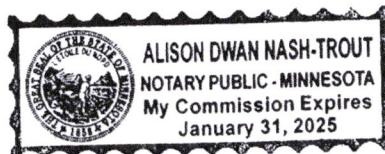


By

Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

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

Signed and sealed. Dated twenty-fourth day of January, 2024.



This Power of Attorney expires
January 31, 2025

Kara L.B. Barrow, Secretary



Atlantic Specialty Insurance Company
Period Ended 12/31/2022

Dollars displayed in thousands

Admitted Assets		Liabilities and Surplus	
Investments:		Liabilities	
Bonds	\$ 2,216,201	Loss Reserves	\$ 1,093,968
Preferred Stocks	-	Loss Adjustment Expense Reserves	347,884
Common Stocks	752,567	Total Loss & LAE Reserves	<u>1,441,852</u>
Mortgage Loans	-	Unearned Premium Reserve	735,813
Real Estate	-	Total Reinsurance Liabilities	42,785
Contract Loans	-	Commissions, Other Expenses, and Taxes due	68,767
Derivatives	-	Derivatives	-
Cash, Cash Equivalents & Short Term Investments	306,498	Payable to Parent, Subs or Affiliates	-
Other Investments	20,805	All Other Liabilities	<u>632,508</u>
Total Cash & Investments	<u>3,296,071</u>	Total Liabilities	<u>2,921,725</u>
Premiums and Considerations Due	332,718	Capital and Surplus	
Reinsurance Recoverable	39,231	Common Capital Stock	9,001
Receivable from Parent, Subsidiary or Affiliates	2,250	Preferred Capital Stock	-
All Other Admitted Assets	79,777	Surplus Notes	-
Total Admitted Assets	<u>3,750,047</u>	Unassigned Surplus	174,558
		Other Including Gross Contributed	<u>644,763</u>
		Capital & Surplus	<u>828,322</u>
		Total Liabilities and C&S	<u>3,750,047</u>

State of Minnesota
County of Hennepin

I, Kara L.B. Barrow, Secretary of Atlantic Specialty Insurance Company do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company, on the 31st day of December, 2022, according to the best of my information, knowledge and belief.


Secretary

Subscribed and sworn to, before me, a Notary Public of the State of Minnesota on this 16th day of March, 2023.


Notary Public



From: Gail Perrin Gail.Perrin@usi.com

Subject: RE: Haven at San Gabriel Maintenance Bond - 810016737 bond attached

Date: January 24, 2024 at 3:40 PM

To: Doug Martine doug@gangroups.com

Cc: Chad McCulley chad.mcculley@usi.com, Steven Vitorino Steven.Vitorino@usi.com, Jehanne Raptor Jehanne.Raptor@usi.com, Gail Perrin Gail.Perrin@usi.com

GP

Doug, attached is your executed bond. It is signed, sealed and had power of attorney and supporting paperwork so is considered an original. It can be printed or emailed to as an original. Be sure to sign before filing with City of Leander.

Invoice is also attached. Premium is \$804 for the two year term. Remit to the address at the top of the invoice or pay online. We need written release from City of Leander at the end of the two year term to cancel bond.

If you need anything else, let us know.

Thank you,

GAIL PERRIN, CPCU, ARM, AU

Surety Account Executive

USI Insurance Services LLC

CA License Nos. 0H95345 | 0G11911

711 E Main Street, Suite 201, Chicopee, MA 01020

413.750.4295 | f: 610.362.8670

gail.perrin@usi.com | www.usi.com | 

Pay electronically: <https://usi.epaypolicy.com/>



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From: Gail Perrin <Gail.Perrin@usi.com>

Sent: Wednesday, January 24, 2024 3:57 PM

To: Doug Martine <doug@gangroups.com>

Cc: Chad McCulley <chad.mcculley@usi.com>; Steven Vitorino <Steven.Vitorino@usi.com>;

Jehanne Raptor <jehanne.Raptor@usi.com>; Gail Perrin <Gail.Perrin@usi.com>



EXECUTIVE SUMMARY
2/15/2024

AGENDA SUBJECT:

Approval of Work Order No. 5 with Pavement Restoration, Inc. utilizing Solicitation S20-023 agreement for asphalt rejuvenating agent application to asphalt concrete roadways in the amount of \$59,947.20; and authorize the Interim City Manager to execute any and all necessary documents.

BACKGROUND:

Roadways at different locations throughout the city are selected annually for restoration using Asphalt Rejuvenating Agent. Their selection is based on consultant recommendations and the recent result of pavement condition assessment survey as to which roadways are the best candidates for the product. The product extends the life of the roadways by improving the durability of the asphalt, re-balancing the chemistry of the oxidized pavement, and delaying the aging process.

This program was first instituted in 2018 to address the City's growing maintenance needs with regard to distressed roadways. On June 23, 2020, the City of Leander retained Pavement Restoration, Inc. under a five (5)-year agreement plus two (2) optional one (1)- year renewals for roadway rejuvenation program on an "as needed" basis annually (Solicitation #S20-023).

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff respectfully request approval of Work Order No. 5 with Pavement Restoration, Inc. in the amount of \$59,947.20; and authorize the Interim City Manager to execute any and all necessary documents.

PRESENTER:

Gina M. Ellison, P.E., Public Works Director

	<u>Fiscal Impact</u>
<u>Amount requested:</u>	\$59,947.20
<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>	01-21-5605

Attachments:

1. Asphalt Rejuvenation Program_FY18-FY24
2. Pavement Restoration_Signed MOU 6-23-20
3. Work Order No.5_Roadway Rejuvenation FY2024_partially executed

CITY OF LEANDER PAVEMENT REJUVENATION PROGRAM





City of Leander
PURCHASING DEPARTMENT
105 N. Brushy Street • Leander, Texas 78641

CONTRACT MEMO OF UNDERSTANDING

This Memo of Understanding (MOU) is entered into by and between the City of Leander, herein "City", and Pavement Restoration, Inc., herein "Vendor" pursuant to the authority contracted and in compliance with the provisions of the Local Government Code.

I. CONTRACTING PARTIES

Municipality: City of Leander
Located at 105 N. Brushy Street, Leander, Texas 78641

Vendor: Pavement Restoration, Inc.
Located at 111 Valley Knoll, Boerne, Texas 78006

II. STATEMENT OF SERVICES TO BE PROVIDED

Pavement Restoration, Inc. will provide all labor, material, and equipment necessary to perform all operations for the application of an asphalt rejuvenating agent to asphaltic concrete surface courses on an "as needed" basis as outlined in the solicitation #S20-023, vendor response, amendments, memos of understanding, and subsequent change orders.

In the event of conflicts or inconsistencies between this Contract and its exhibits or attachments, such conflicts or inconsistencies shall be resolved by reference to the following order of priority: Signed City of Leander Contract Memo of Understanding, City of Leander Terms and Conditions, and Vendor's Responses, and all exhibits.

IV. CONTRACT TERM

The term of service under this Memo of Understanding (MOU) shall begin June 23, 2020 and will conclude no later than June 23, 2025. This Memo of Understanding (MOU) is the initial contract and has the option of two (2) annual contract extension renewals per the terms of the Solicitation.

V. TERMS AND CONDITIONS

Vendor agrees that the City's standard Definitions, Terms and Conditions, in effect at the time of signature, shall govern but shall be superseded by those terms and conditions specifically provided for otherwise within this Memo of Understanding (MOU), in a separate agreement or on the face of a purchase order. The City's Definitions, Terms and Conditions are herein made a part of this Memo of Understanding (MOU) can be found on the City's website by visiting <https://www.leandertx.gov/finance/page/purchasing>.

SIGNATURE REQUIRED

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

Vendor
Printed Name: ROBERT WISSINS

Job Title:

PRESIDENT

Vendor
Signature: [Signature]

Date:

6/23/20

City
Printed Name: Richard B. Bevedin III

Job Title

City Manager

City
Signature: [Signature]

Date:

6/23/20



CITY OF LEANDER ASPHALT REJUVENATION

SOLICIATION #S20-023

WORK ORDER NO. 5

This will constitute authorization by the City of Leander, Texas (Owner), for Pavement Restoration, Inc. (Contractor) to proceed with the following described services.

CITY OF LEANDER ASPHALT REJUVENATION FY 2024

DESCRIPTION OF WORK

See attached project location plan sheet.

TIME FOR COMPLETION

Complete by August 31st, 2024.

BASIS OF COMPENSATION

The City shall make payments to Contractor on a monthly billing basis.

APPROVED:

CITY OF LEANDER, TEXAS

By: _____

Title: _____

Date: _____

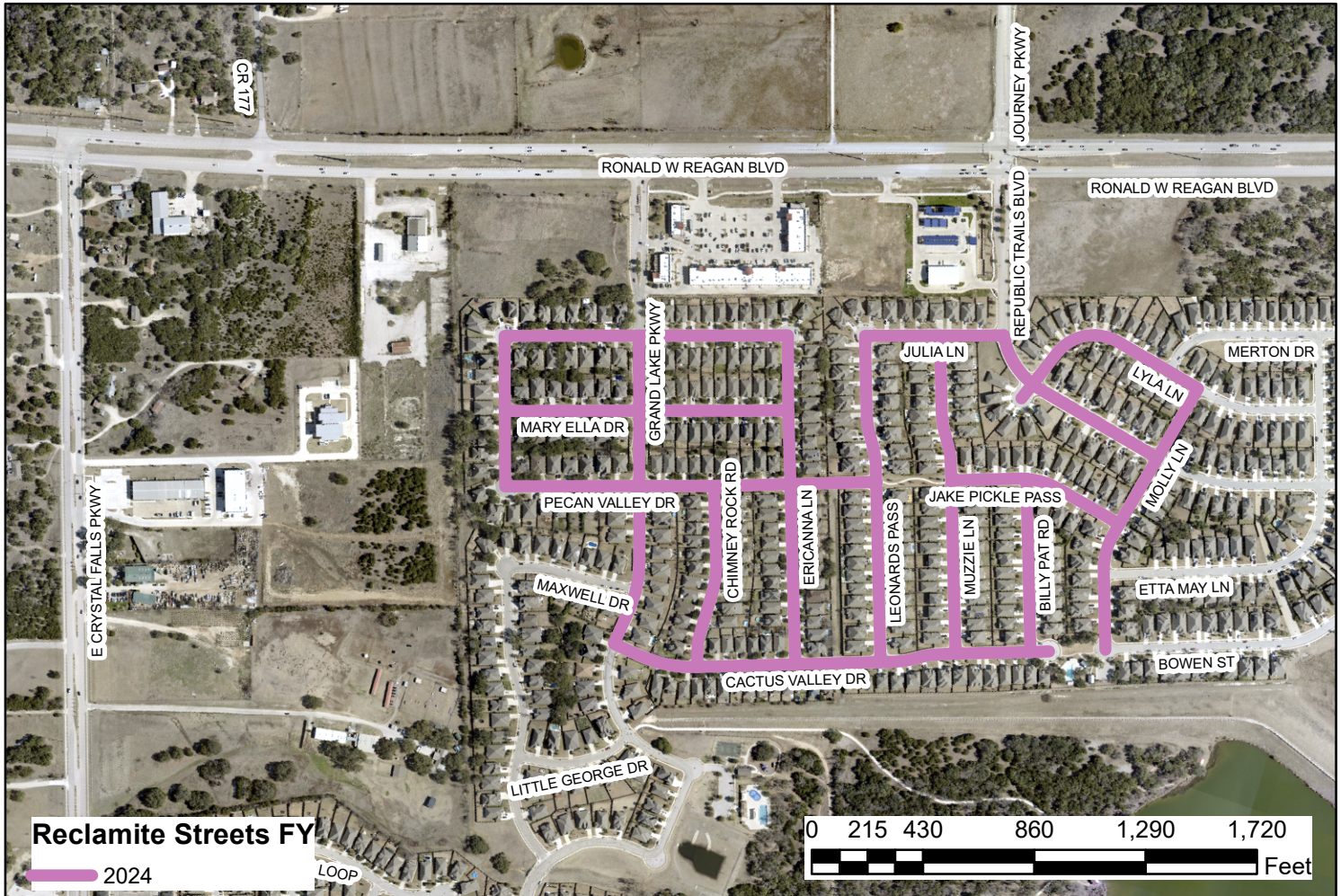
ACCEPTED:

Pavement Restoration, Inc.

By: _____

Title: PRESIDENT

Date: 2/5/24



Street Name	Length (ft)	Width (ft)	Area (SY)	Estimated Cost (\$1.15/SY)
Grand Lake Pkwy (Granite Springs Rd to Pecan Valley Dr)	580	38	2,449.0	\$ 2,816.35
Grand Lake Pkwy (Pecan Valley Dr to Cactus Valley Dr)	625	28	1,945.0	\$ 2,236.75
Granite Spring Road	1105	28	3,438.0	\$ 3,953.70
Mary Ella Dr	1095	28	3,407.0	\$ 3,918.05
Pecan Valley	1435	28	4,465.0	\$ 5,134.75
Marble Slab Lane	592	28	1,842.0	\$ 2,118.30
Cactus Valley Dr	1730	28	5,383.0	\$ 6,190.45
Chimney Rock Rd	695	28	2,163.0	\$ 2,487.45
Ericanna Ln	1265	28	3,936.0	\$ 4,526.40
Leonard Pass	1253	28	3,899.0	\$ 4,483.85
Muzzle Ln	1217	28	3,787.0	\$ 4,355.05
Billy Pat Rd	655	28	2,038.0	\$ 2,343.70
Molly Ln	1135	28	3,532.0	\$ 4,061.80
Jake Pickle Pass	680	28	2,116.0	\$ 2,433.40
Julia Ln	544	28	1,693.0	\$ 1,946.95
Lyla Ln (Republic Trail to Molly Ln)	870	28	2,707.0	\$ 3,113.05
Republic Trails (Julia Ln to Molly Ln)	788	38	3,328.0	\$ 3,827.20
Total			52,128.0	\$ 59,947.20

Note: The asphalt rejuvenating agent shall be applied only when the surface to be treated is thoroughly dry and when it is not threatening to rain.



EXECUTIVE SUMMARY
2/15/2024

AGENDA SUBJECT:

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

BACKGROUND:

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

g. Application Expiration.

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

HISTORY/TIMELINE:

01/29/2023 Construction Plan Application Expired, Staff Extension Granted
07/29/2023 Construction Plan Application Staff Extension Expired
12/21/2023 Construction Plan Application City Council Extension Granted
01/29/2024 Construction Plan Application City Council Extension Expired

APPLICANT/AGENT:

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

RECOMMENDATION:

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

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

PRESENTER:

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

Fiscal Impact

N/A

Attachments:

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

January 8, 2024

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

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

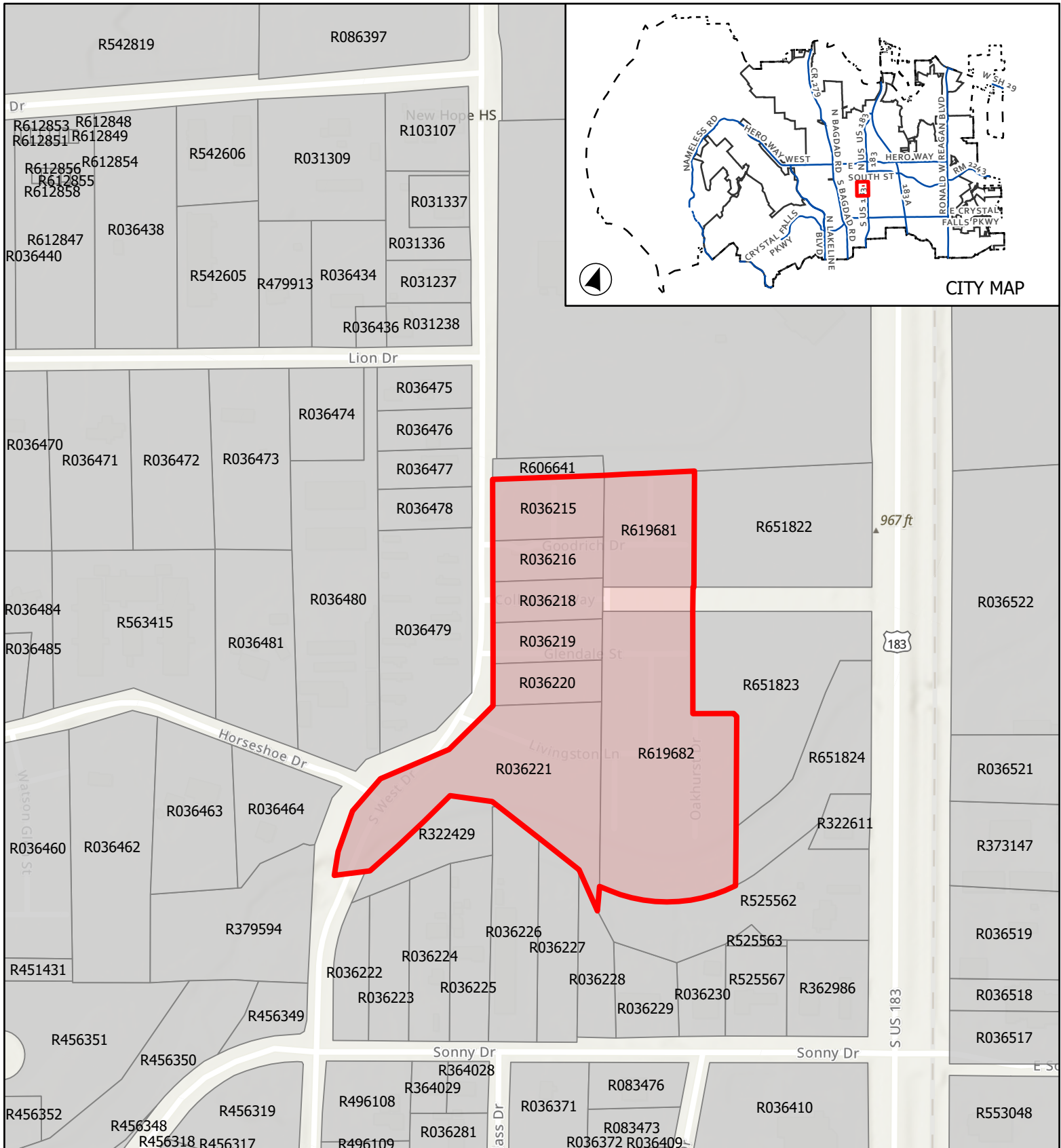
To Whom It May Concern:

As the Applicant and Property Owner for the above-referenced construction plan and floodplain development permit applications, we would like to request a six-month extension to the applications. City Council approved an extension request for the PICP application on December 14, 2023 – extending the application expiration date to January 29, 2024. Additional time is needed in obtaining approval of the building plans in order for us to begin construction.

Sincerely,

A handwritten signature in cursive script that reads "Alex Raff".

Alex Raff
Vice President of Development
603 US 183 Leander Collective LLC



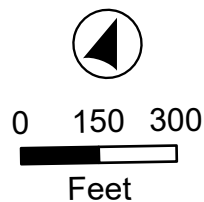
CASE: PCIP-22-0007

ATTACHMENT 2

LEANDER COLLECTIVE

Location Map

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



- City Limits
- ETJ Boundary
- Subject Boundary

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

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

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

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

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

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

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

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

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

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

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

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

PASSED AND APPROVED on this the 15th day of February, 2024.

ATTEST:

THE CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor



EXECUTIVE SUMMARY
2/15/2024

AGENDA SUBJECT:

Approval of the extension of the application expiration for Subdivision Case FP-22-0012 Bar W Ranch West Phase 10 Final Plat; more particularly described by Williamson Central Appraisal District Parcels R532728, R544612, R544611, R573683, R539738, and R539735, generally located northwest of Bar W Ranch Boulevard and Gold Dust Trail, Leander, Williamson County, Texas.

BACKGROUND:

This request is for an extension of the expiration date of the Bar W Ranch West Phase 10 Final Plat application. Article II, Section 24 (g) includes the following provisions.

g. Application Expiration.

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

HISTORY/TIMELINE:

09/22/2022 Preliminary Plat Approved
06/22/2023 Final Plat Application Expired, Staff Extension Granted
12/22/2023 Final Plat Application Staff Extension Expired

APPLICANT/AGENT:

Carlson, Brigrance & Doering, Inc. (Geoff Guerrero) on behalf of Continental Homes of Texas, LP. (John A. Sparrow)

RECOMMENDATION:

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

Staff recommends approval of an additional six (6)- month extension. Approving this extension would grant an extension to May 20, 2024, and will allow the developer to finalize the plat requirements and schedule the plat for review by the Planning & Zoning Commission.

PRESENTER:

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

Fiscal Impact

N/A

Attachments:

1. FP-22-0012 Att 1 Extension Request - Bar W Ranch West Phase 10
2. FP-22-0012 Att 2 Location Map - Bar W Ranch West Phase 10
3. FP-22-0012 Att 3 Ordinance Final Plat Extension - Bar W Ranch West Phase 10



January 30, 2024

City of Leander
Planning Department
Attn: Mrs. Robin Griffin, Executive Director of Development Services
201 N. Brushy Street
Leander, Texas 78641

RE: Bar W Ranch West Phase 10
CBD Job # 5430 / City of Leander File # FP-22-0012

Request for Extension of Final Plat Deadline

Dear Mrs. Griffin,

On behalf of our client, Carlson, Brigrance & Doering, Inc. respectfully requests an additional six-month extension to the final plat review process in accordance with Section 24 of the City of Leander's Subdivision Ordinance.

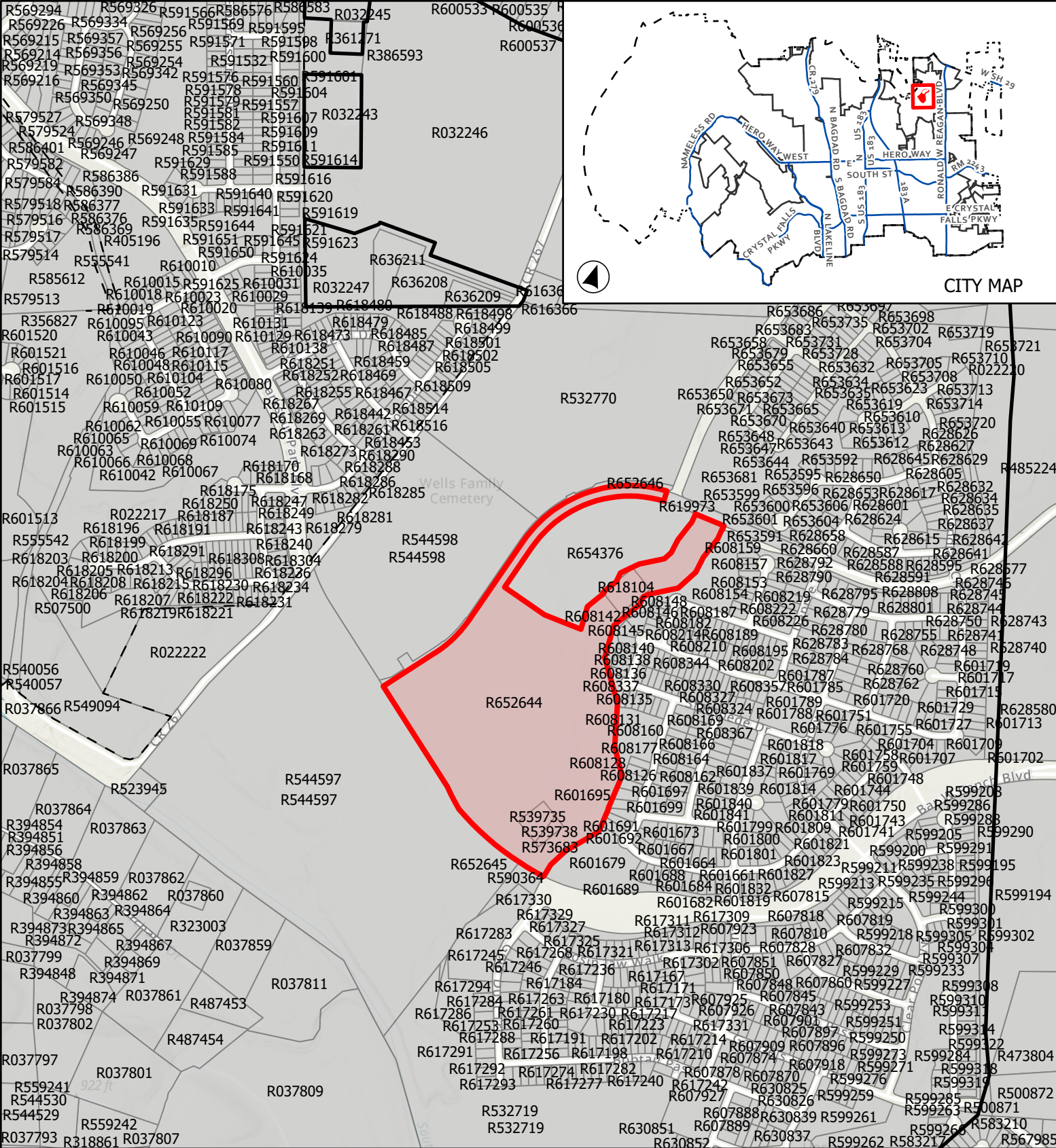
In the time since the last extension was granted there were some unanticipated MUD-related issues to address regarding properties straddling MUD taxing boundaries. The time taken to address this was longer than expected but has now been resolved. A final update to clear all remaining plat-related comments was submitted to the City on 01/25/2024 and all remaining fees were paid 01/30/2024. Additionally all construction-related work on the project is being finalized and a close-out package is anticipated to be submitted to staff for review within the next 30 days.

We are planning to submit for P&Z approval of this plat immediately following the granting of the extension if possible.

Thank you for your time and review of this project. Please let me know if you need any additional information in order to process this request.

Respectfully,
Carlson, Brigrance & Doering, Inc.

Geoff Guerrero
Senior Planner



CASE: FP-22-0012

ATTACHMENT 2

**BAR W RANCH WEST
PHASE 10**

Location Map



 City Limits
 ETJ Boundary
 Subject Boundary

0 400 800

Fee

Page 309 of 433

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.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

**AN ORDINANCE OF THE CITY OF LEANDER, TEXAS GRANTING AN
EXTENSION OF THE EXPIRATION OF THE FINAL PLAT
APPLICATION FOR THE BAR W RANCH WEST PHASE 10
SUBDIVISION.**

WHEREAS, Section 24 (g) (1) of the City’s Subdivision Ordinance provides that the final plat application expires nine (9) months after the date that all initial staff review comments from all reviewing departments have been issued on the application if the final plat are not approved due to the applicant’s failure to cause the application to comply with applicable city regulations;

WHEREAS, Section 24 (g) (2) of the City’s Subdivision Ordinance provides that the Planning Department may grant one six (6) month extension if the applicant can show substantial progress in obtaining approval of the final plat;

WHEREAS, the Planning Department granted one six (6) month extension for the final plat application (the “Final Plat Application”) which expired on or about December 22, 2023;

WHEREAS, the City Council of the City of Leander, Texas (the “City”) finds that there is good reason to grant an extension of the expiration date for the Final Plat Application because the applicant is actively working to address the final plat comments and move forward with final plat within a reasonable timeframe;

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

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

SECTION 2. Extension Granted. The City hereby grants an extension of the expiration date for the Final Plat Application to June 22, 2024. In the event that the Final Plat Application is not approved by the Planning and Zoning Commission on or before to June 22, 2024, the Final Plat Application shall expire.

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

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

PASSED AND APPROVED on First Reading this the 15th day of February, 2024.

ATTEST:

THE CITY OF LEANDER, TEXAS:

Dara Crabtree, City Secretary

Christine DeLisle, Mayor



EXECUTIVE SUMMARY
2/15/2024

AGENDA SUBJECT:

Approval of the extension of the application expiration for Subdivision Case SFP-22-0013 Replat Lot 1 Block A, Journey Bible Fellowship Short-Form Final Plat; more particularly described by Williamson Central Appraisal District Parcel R559264, generally located north of Journey Parkway, approximately 300 feet east of Bull Nettle Drive, Leander, Williamson County, Texas.

BACKGROUND:

This request is for an extension of the expiration date of the Journey Bible Fellowship Short-Form Final Plat application. Article II, Section 24 (g) includes the following provisions.

g. Application Expiration.

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

HISTORY/TIMELINE:

06/08/2023 Short-Form Final Plat Expired, Staff Extension Granted

12/08/2023 Short-Form Final Plat Application Staff Extension Expired

APPLICANT/AGENT:

PLACE Designer, Inc. (Garrison Ragsdale) on behalf of Polnaszek Holdings, LLC. (Cynthia Plnaszek)

RECOMMENDATION:

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

Staff recommends approval of an additional six (6)- month extension. Approving this extension would grant an extension to June 8, 2024, and will allow the developer to finalize the plat requirements and schedule the plat for review by the Planning & Zoning Commission.

PRESENTER:

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

Fiscal Impact

N/A

Attachments:

1. SFP-22-0013 Att 1 Extension Request - Replat Lot 1 Block A, Journey Bible Fellowship
2. SFP-22-0013 Att 2 Location Map - Replat Lot 1 Block A, Journey Bible Fellowship
3. SFP-22-0013 Att 3 Ordinance SFP Extension - Replat Lot 1 Block A, Journey Bible Fellowship



January 17, 2024

Justin Hunt, Planner
City of Leander

RE: SFP-22-0013 Replat Lot 1 Block A, Journey Bible Fellowship Short Form Final Plat Application Expiration – Extension Request

Justin,

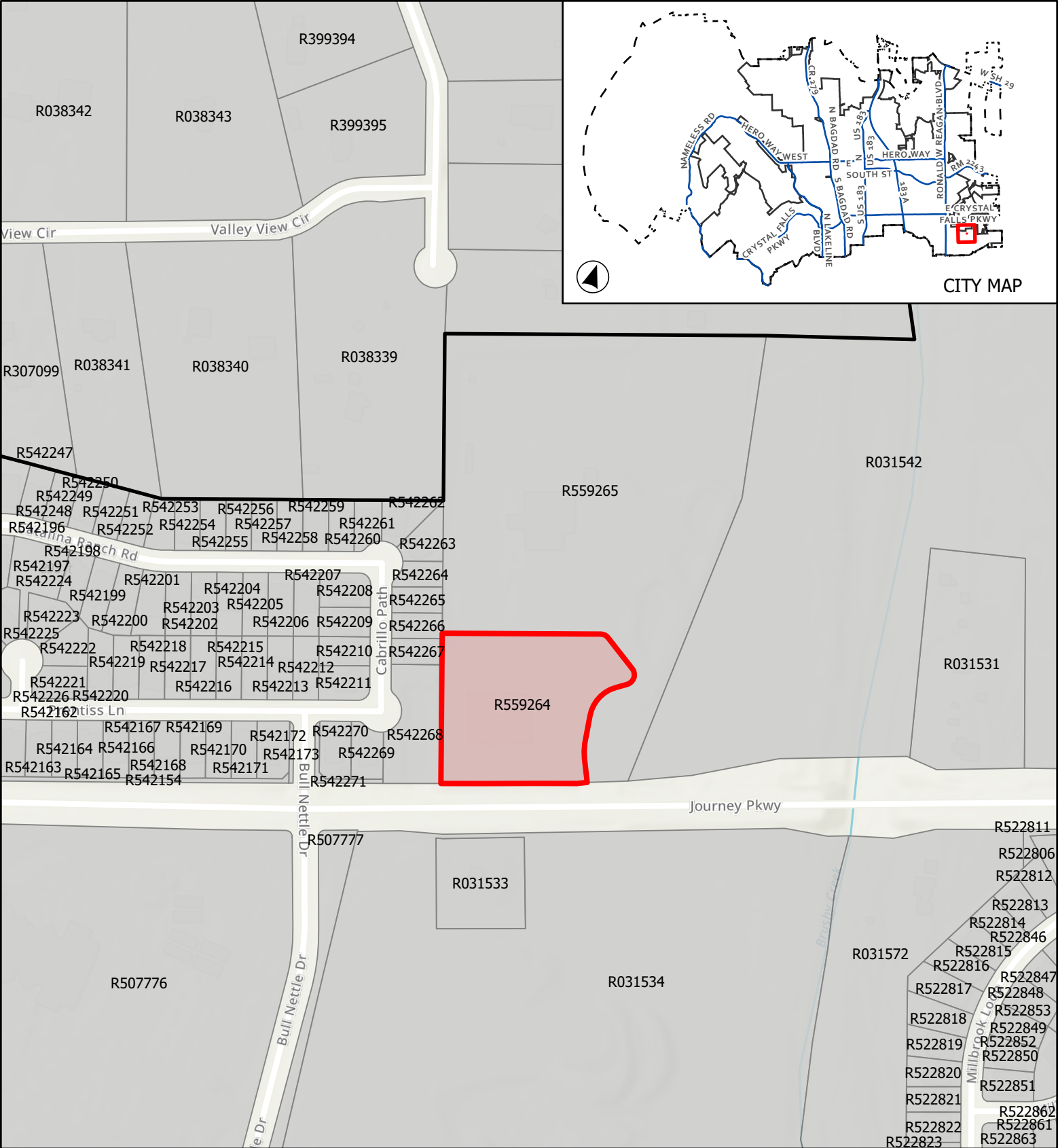
The purpose of this letter is to request an extension for the approval of a Final Plat at the above referenced Final Plat Application.

Thank you for your patience in the matter as we work with a different engineering firm to complete this application.

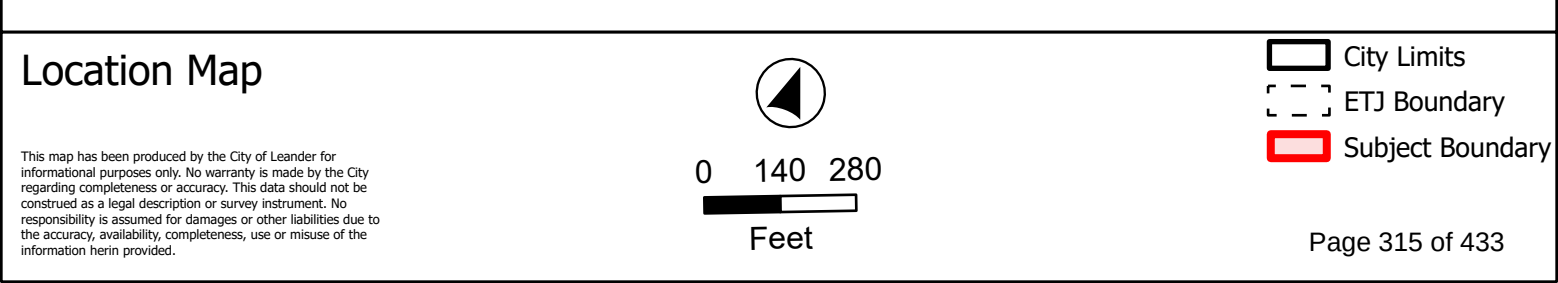
Sincerely,

A handwritten signature in black ink, appearing to read 'C. Polnaszek', with a long horizontal line extending to the right.

Cynthia Polnaszek, Owner



CASE: SFP-22-0013 ATTACHMENT 2 JOURNEY BIBLE FELLOWSHIP
REPLAT LOT 1, BLOCK A



AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS GRANTING AN EXTENSION OF THE EXPIRATION OF THE SHORT FORM FINAL PLAT APPLICATION FOR THE REPLAT OF LOT 1 BLOCK A, JOURNEY BIBLE FELLOWSHIP SUBDIVISION.

WHEREAS, Section 24 (g) (1) of the City’s Subdivision Ordinance provides that the short form final plat application expires nine (9) months after the date that all initial staff review comments from all reviewing departments have been issued on the application if the short form final plat are not approved due to the applicant’s failure to cause the application to comply with applicable city regulations;

WHEREAS, Section 24 (g) (2) of the City’s Subdivision Ordinance provides that the Planning Department may grant one six (6) month extension if the applicant can show substantial progress in obtaining approval of the short form final plat;

WHEREAS, the Planning Department granted one six (6) month extension for the short form final plat application (the “Short Form Final Plat Application”) which expired on or about December 08, 2023;

WHEREAS, the City Council of the City of Leander, Texas (the “City”) finds that there is good reason to grant an extension of the expiration date for the Short Form Final Plat Application because the applicant is actively working to address the short form final plat comments and move forward with short form final plat within a reasonable timeframe;

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

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

SECTION 2. Extension Granted. The City hereby grants an extension of the expiration date for the Short Form Final Plat Application to June 8, 2024. In the event that the Short Form Final Plat Application is not approved by the Planning and Zoning Commission on or before to June 8, 2024, the Short Form Final Plat Application shall expire.

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

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

PASSED AND APPROVED on First Reading this the 15th day of February, 2024.

ATTEST:

THE CITY OF LEANDER, TEXAS:

Dara Crabtree, City Secretary

Christine DeLisle, Mayor



EXECUTIVE SUMMARY
2/15/2024

AGENDA SUBJECT:

Approval of a Resolution of the City of Leander, Texas accepting the petition for the Travisso Voluntary Annexation Case A-23-0010 regarding the voluntary annexation of 8.04 acres ± in size, more particularly described by Travis Central Appraisal District Parcels 459396, 459397, 459398, 467190, 467189, and 467188; and generally located approximately 1,200 feet to the north of the intersection of Buck Run and RM 1431 on the east of Buck Run, Leander, Travis County, Texas.

BACKGROUND:

This resolution commences the voluntary annexation of 8.04 acres ± as described above. The resolution sets the public hearing for March 7, 2024 and the readings of the ordinance for March 7, 2024 and March 21, 2024.

This property was previously within the City of Cedar Park's ETJ. On November 8, 2023, the City of Cedar Park released the property from their ETJ per a petition submitted by the property owner. Approval of this item does not approve the annexation.

HISTORY/TIMELINE:

APPLICANT/AGENT:

Travisso, LTD (Brad Garner)

RECOMMENDATION:

Staff recommends approval.

PRESENTER:

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

Fiscal Impact

N/A

Attachments:

1. A-23-0010 Att 1 Annexation Resolution
2. A-23-0010 Att 2 Location Map - Travisso Voluntary Annexation
3. A-23-0010 Att 3 Travisso Annexation Schedule

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF LEANDER, TEXAS, ACCEPTING THE PETITION FOR ANNEXATION OF 8.04 ACRES, MORE OR LESS, OF LAND LOCATED IN TRAVIS COUNTY, TEXAS; SETTING AN ANNEXATION SCHEDULE; PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, the owners of certain property located within Travis County, Texas, have petitioned the City of Leander, Texas, (hereinafter, the “City”), a home-rule City, for annexation of said property, more particularly described in **Exhibit A** attached hereto and incorporated by reference herein (the, “Subject Property”), into the City limits; and

WHEREAS, the Subject Property is contiguous and adjacent to the corporate limits of the City and the owner(s) have made application for annexation; and

WHEREAS, after review and consideration of such requests and petition for annexation from the owners of the Subject Property, the City Council finds that the Subject Property may be annexed pursuant to §43.0671 of the *Local Government Code*; and

WHEREAS, the petitioner has agreed and consented to the annexation of the Subject Property by the City and further agreed to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted.

NOW, THEREFORE, BE IT RESOLVED 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. Proceedings. The petition for annexation of the Subject Property into the City, and the draft service plan shown in **Exhibit B**, are hereby accepted:

8.04 acre tract, situated in the B.F. Davis Survey, Section No. 73, Abstract No. 2280, in the Hampton Survey IA Hampton Survey, Section No. 56, Abstract No. 2682 and out of the C.G. Settle Survey, Section No. 632, Abstract No. 2201, being out of a remnant portion of a called 2144.875 acre tract conveyed to Travisso, Ltd., recorded in Document No. 2013056181 of the Official Public Records of Travis County, Texas.

A public hearing has been set for the date of the 7th day of March, 2024. Notice of such hearing shall be posted and the hearing shall be open to the public to accept public comment on the annexation request. In the event of a conflict between the Subject Property description contained herein, **Exhibit A** shall control.

Section 3. Severability. Should any section or part of this Resolution be held unconstitutional, illegal, or invalid, or the application to any person or circumstance thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Resolution are declared to be severable.

Section 4. Open Meetings. It is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code*.

PASSED AND APPROVED this the ____ day of _____, 2024.

ATTEST:

THE CITY OF LEANDER, TEXAS

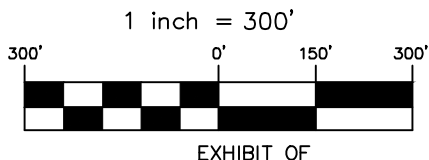
Dara Crabtree, City Secretary

Christine DeLisle, Mayor

Exhibit A

SUBJECT PROPERTY DESCRIPTION

(see attached)



B.F. DAVIS
SECTION NO. 73
ABSTRACT No. 2280

AN 8.04 ACRE TRACT, SITUATED IN THE B.F. DAVIS SURVEY, SECTION NO. 73, ABSTRACT NO. 2280, IN THE IA HAMPTON SURVEY, SECTION NO. 56, ABSTRACT NO. 2682 AND OUT OF THE C.G. SETTLE SURVEY, SECTION NO. 632, ABSTRACT NO. 2201, BEING OUT OF A REMNANT PORTION OF A CALLED 2144.875 ACRE TRACT CONVEYED TO TRAVISSO, LTD., RECORDED IN DOCUMENT NO. 2013056181 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

APPROXIMATE CITY
LIMITS OF CEDAR PARK

8.04 ACRES

A REMNANT PORTION OF A
CALLED 2144.875 ACRE TRACT
OWNER: TRAVISSO, LTD.
DOC. NO. 2013056181
(O.P.R.T.C.)

IA HAMPTON
SURVEY
SECTION NO. 56
ABSTRACT No. 2682

APPROXIMATE CITY
LIMITS OF CEDAR PARK

APPROXIMATE CITY
LIMITS OF LEANDER

LEGEND:

O.P.R.T.C. OFFICIAL PUBLIC RECORDS OF
TRAVIS COUNTY, TEXAS
P.R.T.C. PLAT RECORDS OF TRAVIS
COUNTY TEXAS
P.O.B. POINT OF BEGINNING
FD. FOUND
I.R. IRON ROD
VOL. VOLUME
PG. PAGE
DOC. NO. DOCUMENT NUMBER
● FOUND IRON ROD (AS NOTED)

NOTES:

1. THE PROFESSIONAL SERVICES PROVIDED HEREWITH INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00.
3. ADJOINERS SHOWN FOR INFORMATIONAL PURPOSES ONLY.

**PAPE-DAWSON
ENGINEERS**

AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
10801 N MOPAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78759 | 512.454.8711
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028801

P.O.B.
FD. ½" I.R.

L17

FD. ½" I.R.

L2

FD. I.R.(SENDERO)

L3

FD. ½" I.R.

L4

FD. ½" I.R.

L5

FD. ½" I.R.

L6

FD. ½" I.R.

L7

FD. ½" I.R.

L8

FD. I.R.(SENDERO)

L9

FD. ½" I.R.

L10

FD. ½" I.R.

L11

FD. ½" I.R.

L12

FD. ½" I.R.

L13

FD. ½" I.R.

L14

FD. ½" I.R.

L15

FD. ½" I.R.

L16

FD. ½" I.R.

L1

FD. ½" I.R.

L2

FD. I.R.(SENDERO)

L3

FD. ½" I.R.

L4

FD. ½" I.R.

L5

FD. ½" I.R.

L6

FD. ½" I.R.

L7

FD. ½" I.R.

L8

FD. I.R.(SENDERO)

L9

FD. ½" I.R.

L10

FD. ½" I.R.

WHITETAIL PASS
(A CALLED 50-FOOT RIGHT OF WAY)
VOL. 65, PG. 76 (P.R.T.C.)

CROSS CREEK PHASE ONE
VOL. 65, PG. 76 (P.R.T.C.)

C.G. SETTLE
SURVEY
SECTION NO. 632
ABSTRACT No. 2201

BUCK RUN
(A 60-FOOT RIGHT OF WAY)

F.M. 1431
(A VARIABLE WIDTH
RIGHT OF WAY)



SHEET 1 OF 2

JOB No.: 50892-87

AUGUST 18, 2023

Date: Aug 18, 2023, 6:27am User ID: vzurcher
 File: H:\Survey\Civil\50892-87\Exhibits\EX50892-87_8.04Ac_Annexation_R1.dwg

LINE TABLE		
LINE	BEARING	LENGTH
L1	S42°30'05"W	139.98'
L2	S22°44'16"E	110.12'
L3	S00°04'35"W	558.69'
L4	S03°31'32"W	68.26'
L5	S11°16'04"W	100.09'
L6	S20°43'48"W	99.96'
L7	S30°17'36"W	100.11'
L8	S39°48'26"W	100.02'
L9	S46°57'39"W	48.65'
L10	S49°02'19"W	320.75'
L11	N52°54'00"W	124.58'
L12	N35°55'44"E	248.14'
L13	S50°09'16"E	55.01'
L14	N58°31'44"E	208.41'
L15	N10°10'44"E	200.02'
L16	N00°08'16"W	601.12'
L17	N61°04'44"E	336.31'

EXHIBIT OF

AN 8.04 ACRE TRACT, SITUATED IN THE B.F. DAVIS SURVEY, SECTION NO. 73, ABSTRACT NO. 2280, IN THE IA HAMPTON SURVEY, SECTION NO. 56, ABSTRACT NO. 2682 AND OUT OF THE C.G. SETTLE SURVEY, SECTION NO. 632, ABSTRACT NO. 2201, BEING OUT OF A REMNANT PORTION OF A CALLED 2144.875 ACRE TRACT CONVEYED TO TRAVISSO, LTD., RECORDED IN DOCUMENT NO. 2013056181 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	237.82'	36°45'09"	N37°01'40"W	149.95'	152.55'



AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
 10801 N MOPAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78759 | 512.454.8711
 TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028801

AUGUST 18, 2023

JOB No.:

SHEET 2 OF 2

50892-87

FIELD NOTES
FOR ANNEXATION TRACT

AN 8.04 ACRE TRACT, SITUATED IN THE B.F. DAVIS SURVEY, SECTION NO. 73, ABSTRACT NO. 2280, IN THE IA HAMPTON SURVEY, SECTION NO. 56, ABSTRACT NO. 2682 AND OUT OF THE C.G. SETTLE SURVEY, SECTION NO. 632, ABSTRACT NO. 2201, BEING A PORTION OF BUCK RUN, A 60-FOOT RIGHT OF WAY, AND BEING OUT OF A REMNANT PORTION OF A CALLED 2144.875 ACRE TRACT CONVEYED TO TRAVISSO, LTD., RECORDED IN DOCUMENT NO. 2013056181 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. SAID 8.04 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE:

BEGINNING at a ½" iron rod found at the northwest terminus of Whitetail Pass, a 50-foot right-of-way recorded in Cross Creek Phase One, a subdivision according to the plat recorded in Volume 65, Page 76 of the Plat Records of Travis County, Texas, said point being the north corner of said Cross Creek Phase One, same being an angle point in the southeast boundary line of said 2144.875-acre tract for the northeast corner and **POINT OF BEGINNING** hereof;

THENCE departing the southwest right-of-way line of said Whitetail Pass, with the southeast boundary line of said 2144.875-acre tract, same being the northwest boundary line of said Cross Creek Phase One the following nine (9) courses and distances:

1. **S 42°30'05" W**, a distance of **139.98 feet** to a ½" iron rod found for an angle point hereof,
2. **S 22°44'16" E**, a distance of **110.12 feet** to an iron rod with cap marked "Sendero" found for an angle point hereof,
3. **S 00°04'35" W**, a distance of **558.69 feet** to a ½" iron rod found for an angle point hereof,
4. **S 03°31'32" W**, a distance of **68.26 feet** to a ½" iron rod found for an angle point hereof,
5. **S 11°16'04" W**, a distance of **100.09 feet** to a ½" iron rod found for an angle point hereof,
6. **S 20°43'48" W**, a distance of **99.96 feet** to a ½" iron rod found for an angle point hereof,
7. **S 30°17'36" W**, a distance of **100.11 feet** to a ½" iron rod found for an angle point hereof,
8. **S 39°48'26" W**, a distance of **100.02 feet** to a ½" iron rod found for an angle point hereof, and
9. **S 46°57'39" W**, a distance of **48.65 feet** to an iron rod with cap marked "Sendero" found for an angle point hereof, and

THENCE S 49°02'19" W, continuing with the southeast boundary line of said 2144.875-acre tract, same being the northwest boundary line of said Cross Creek Phase One, and, in part, with the northwest terminus of Buck Run, a 60-foot right-of-way, a distance of **320.75 feet** to a ½" iron rod found on a point of curvature in an east boundary line of said 2144.875-acre tract, same being the northwest terminus of said Buck Run;

THENCE along the arc of a curve to the left, departing the west right-of-way line of said Buck Run, through the interior of said 2144.875-acre tract, said curve having a **radius of 237.82 feet**, a **central angle of 36°45'09"**, a **chord bearing and distance of N 37°01'40" W, 149.95 feet**, for an **arc length of 152.55 feet** to a calculated point of tangency hereof;

THENCE continuing through the interior of said 2144.875-acre tract the following seven (7) courses and distances:

1. **N 52°54'00" W**, a distance of **124.58 feet** to a calculated point for the westernmost corner hereof,
2. **N 35°55'44" E**, a distance of **248.14 feet** to a calculated angle point hereof,
3. **S 50°09'16" E**, a distance of **55.01 feet** to a calculated angle point hereof,
4. **N 58°31'44" E**, a distance of **208.41 feet** to a calculated angle point hereof,
5. **N 10°10'44" E**, a distance of **200.02 feet** to a calculated angle point hereof,
6. **N 00°08'16" W**, a distance of **601.12 feet** to a calculated point for the northwest corner hereof, and
7. **N 61°04'44" E**, a distance of **336.31 feet** to the **POINT OF BEGINNING** and containing 8.04 acres in Travis County, Texas. Said tract being described in accordance with an exhibit prepared under Job No. 50892-87 by Pape Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: August 18, 2023
JOB No.: 50892-87
DOC.ID.: H:\Survey\CIVIL\50892-87\Exhibits\
Word\FN50892-87_8.04Ac_Annexation_R1.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-01



Exhibit B

Service Agreement

[SEE ATTACHED]

STATE OF TEXAS

§

COUNTY OF TRAVIS

§

§

**REQUEST & PETITION TO THE CITY COUNCIL OF THE CITY OF LEANDER
FOR ANNEXATION OF PROPERTY**

WHEREAS, the undersigned is the owner of a certain area of land located within Travis County, Texas, such property being more particularly described hereinafter by true and correct legal description (the, "Subject Property"); and

WHEREAS, the undersigned has sought the annexation of the Subject Property by the City of Leander, Texas, (hereinafter sometimes referred to as "City"), in order to obtain the benefits of City services to the Subject Property by the City; and

WHEREAS, the Subject Property is contiguous and adjacent to the corporate limits of the City; and

WHEREAS, the City, pursuant to §43.003, *Tex. Loc. Gov't. Code* and the request of the property owner, is authorized to annex the Subject Property; and

WHEREAS, pursuant to §43.0672, *Tex. Loc. Gov't. Code*, the City and the undersigned have negotiated and entered into a written agreement for the provision of services to the Subject Property, said agreement being attached hereto as **Exhibit A** and incorporated by reference herein; and

WHEREAS, the undersigned agrees and consents to the annexation of the Subject Property by the City and further agrees to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted.

NOW THEREFORE, the undersigned by this Petition and Request:

SECTION ONE: Requests the City Council of the City to commence annexation proceedings and to annex into the corporate limits of the City of Leander, Texas, of all portions of the Subject Property described as follows:

8.04 acre tract, situated in the B.F. Davis Survey, Section No. 73, Abstract No. 2280, in the Hampton Survey IA Hampton Survey, Section No. 56, Abstract No. 2682 and out of the C.G. Settle Survey, Section No. 632, Abstract No. 2201, being out of a remnant portion of a called 2144.875 acre tract conveyed to Travisso, Ltd., recorded in Document No. 2013056181 of the Official Public Records of Travis County, Texas.

SECTION TWO: Requests that after annexation the City provide such services as are legally permissible and provided by the City, including sanitation, water and general governmental

services as set forth in the written agreement regarding the provision of services attached hereto as **Exhibit A**.

SECTION THREE: Acknowledges executing and entering into the agreement, attached hereto as **Exhibit A**, and that such agreement is wholly adequate and acceptable to the undersigned who hereby requests the City Council to proceed with the annexation and to publish notice and hold the requisite public hearing thereon, in accordance with the applicable laws of the State of Texas.

SECTION FOUR: Acknowledges that the undersigned understands and agrees that all City services to the Subject Property will be provided by the City on the same terms and conditions as provided to other similarly situated areas of the City and as provided in the written agreement regarding the provision of services attached hereto as **Exhibit A**.

SECTION FIVE: Agrees that a copy of this Request and Petition may be filed of record in the offices of the City of Leander and in the real property records of Williamson County, Texas, and shall be notice to and binding upon all persons or entities now or hereafter having any interest in the Subject Property.

FILED, this ____ day of _____ 20____, with the City Secretary of the City of Leander, Williamson County, Texas.

Petitioners:

By: 
Name: B. MARK BERMAN
Title: VICE PRESIDENT

FOR TRAVISSO, LTD.
BY: TMC TRAVISSO GP, LLC
IT'S: GENERAL PARTNER

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

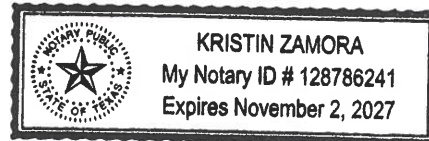
BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared B. Mark Berman, Vice President, owner of the Subject Property and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that they had authority to bind the entity and that they executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 17 day of January 2024.

(SEAL)

Kristin Zamora

Notary Public - State of Texas



STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____, owner of the Subject Property and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that they had authority to bind the entity and that they executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ____ day of _____ 20____.

(SEAL)

Notary Public - State of Texas

Exhibit A
SERVICE AGREEMENT
(SEE ATTACHED)

AGREEMENT REGARDING POST-ANNEXATION PROVISION OF SERVICES FOR PROPERTY TO BE ANNEXED INTO THE CITY OF LEANDER

This Agreement is entered into by and between the City of Leander, Texas, a municipal corporation ("City"), and Trivisso, Ltd. ("Landowners"). The City and the Landowners may be referred to herein singularly as "Party" or collectively as the "Parties."

RECITALS

WHEREAS, upon the request of the Landowners, the City intends to institute annexation proceedings for an area of land described more in **Exhibit A** and attached hereto and incorporated by reference herein, less and except any property previously annexed by the City (the, "Subject Property"); and

WHEREAS, Section 43.0672, Loc. Gov't. Code, requires the Parties to enter into a written agreement identifying a list of public services to be provided to the Subject Property and a schedule for the provision of those services that are not otherwise provided on the effective date of the annexation; and

WHEREAS, this Agreement is being entered into by and between the Parties to comply with Texas Local Government Code, Chapter 43, Sub-Chapter C-3, Section 43.0672, prior to the City's consideration of an ordinance annexing the Subject Property, it being understood, acknowledged and agreed by the Parties that annexation of the Subject Property is a condition precedent to this Agreement becoming effective; and

WHEREAS, this Agreement shall be deemed effective on the effective date of an ordinance approved by the City annexing the Subject Property (hereinafter, the "Effective Date"); and

WHEREAS, the Subject Property is not included in the municipal annexation plan and is exempt from the requirements thereof; and

WHEREAS, the infrastructure provided for herein and that are existing are sufficient to service the Subject Property on the same terms and conditions as other similarly situated properties currently within the City limits and no capital improvements are required to offer municipal services on the same terms and conditions as other similarly situated properties within the City; and

WHEREAS, it is found that all statutory requirements have been satisfied and the City is authorized by *Chapter 43, Loc. Gov't. Code*, to annex the Subject Property into the City; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

The following services and schedule represent the provision of services agreed to between the Landowners of the Subject Property and the City establishing a program under which the City will provide municipal services to the Subject Property, as required by section 43.0672 of the Texas Local

Government Code. The services detailed herein will be provided at a level consistent with service levels provided to other similarly situated areas within the City.

The following services will be provided for the Subject Property on the Effective Date of annexation:

- (2) **General Municipal Services.** Pursuant to the requests of the owner and this Agreement, the following services shall be provided immediately from the effective date of the annexation:

2. Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City. Upon annexation, police protection will be provided to the Subject Property at a level consistent with the service to other areas of the City with similar population density and characteristics. The City's police services include neighborhood patrols, criminal investigations, crime prevention, community services and school programs.

B. Fire protection and Emergency Medical Services as follows:

Fire protection by the present personnel and equipment of the City fire fighting force and the volunteer fire fighting force with the limitations of water available. Radio response for Emergency Medical Services with the present personnel and equipment.

C. Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City. The City provides residential solid waste collection services within the City limits for a fee under a contract between the City and private refuse collection operator. The residential solid waste collection services include garbage collection, recycling, bulky item collection and yard waste collection. Commercial solid waste collection services are also available. This service will be provided for a fee to any person within the Subject Property requesting the service after the Effective Date of annexation, provided that a privately owned solid waste management service provider is unavailable. If the Subject Property is already receiving service, the City may not prohibit solid waste collection by the privately owned solid waste management service provider, nor may the City offer solid waste collection services for a period of two (2) years following the Effective Date of the annexation unless a privately owned solid waste management service provider is or becomes unavailable, as established by Texas Local Government Code section 43.0661. If a landowner uses the services of a privately owned solid waste management service provider or services are available from a privately owned solid waste management service provider during the two (2) years following annexation, the City will not provide solid waste collection services to that landowner.

D. Animal control as follows:

Service by present personnel, equipment and facilities or by contract with a third party, as provided within the City.

E. Maintenance of City-owned parks and playgrounds within the City.

F. Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities. Municipal Court and General Administration services will also be available to property owners and residents in the Subject Property on the same basis those facilities are available to current City property owners and residents.

G. Maintenance of other City facilities, buildings, and service.

H. Land use regulation as follows:

On the effective date of annexation, the zoning jurisdiction of the City shall be extended to include the annexed area, and the use of all property therein shall be grandfathered; and shall be temporarily zoned "SFR-1-B" with the intent to rezone the Subject Property upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the Subject Property at future times in response to requests submitted by the Landowners or authorized city staff. The City will impose and enforce its adopted ordinances, including but not limited to, zoning, subdivision development, site development and building code regulations within the Subject Property upon the Effective Date of the annexation. Enforcement will be in accordance with City ordinances. Development plans and plats for projects within the Subject Property will be reviewed for compliance with City standards.

(2) **Scheduled Municipal Services.** Due to the size and vacancy of the Subject Property, the plans and schedule for the development of the Subject Property, the following municipal services will be provided on a schedule and at increasing levels of service as provided herein:

2. Water service and maintenance of water facilities as follows:

(2) Inspection of water distribution lines as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the Subject Property, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity ("CCN") for the Subject Property, or portions thereof as applicable, or absent a water CCN, by the utility in whose jurisdiction the Subject Property, or portions thereof as applicable, is located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. If connected to the City's water utility system, the Subject Property's owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the Subject Property as required in City ordinances. Upon acceptance of the water lines within the Subject Property and any off-site improvements, water service will be provided by the City utility department

on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a water well that is in use on the effective date of the annexation and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the Subject Property's owner requests and is able to connect to the City's water utility system.

B. Wastewater service and maintenance of wastewater service as follows:

(2) Inspection of sewer lines as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the subjects property, or applicable portions thereof, by the utility holding a wastewater CCN for the Subject Property, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the Subject Property, or portions thereof as applicable, is located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City's wastewater utility system, the Subject Property's owner shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the Subject Property as required in City ordinances. Upon acceptance of the wastewater lines within the Subject Property and any off-site improvements, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The wastewater system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a septic system that is in use on the effective date of the annexation and is in compliance with all applicable rules and regulations shall be permitted and such use may continue until the Subject Property owner requests and is able to connect to the City's wastewater utility system.

C. Maintenance of streets and rights-of-way as appropriate as follows:

(2) Provide maintenance services on existing public streets within the Subject Property and other streets that are hereafter constructed and finally accepted by the City. The maintenance of the streets and roads will be limited as follows:

- (2) Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.; and

- (B) Routine maintenance as presently performed by the City.

(ii) The City will maintain existing public streets within the Subject Property, and following installation and acceptance of new roadways by the City as provided by city ordinance, including any required traffic signals, traffic signs, street markings, other traffic control devices and street lighting, the City will maintain such newly constructed public streets, roadways and rights-of-way within the boundaries of the Subject Property, as follows:

- (2) As provided in C(i)(A)&(B) above;

- (B) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies;

- © Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards; and

- (D) Installation and maintenance of street lighting in accordance with established policies of the City;

(iii) The outer boundaries of the Subject Property abut existing roadways. The Landowners agree that no improvements are required on such roadways to service the Subject Property.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: None. Upon development of the Subject Property or redevelopment, the Landowners will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the Subject Property the same as similarly situated properties. When deemed necessary, capital improvement acquisition or construction will occur in accordance with applicable ordinances and regulations and the adopted capital improvement plans of the City, as applicable and amended, which are incorporated herein by reference.

(4) **Term.** If not previously expired, this agreement expires at the end of ten (10) years.

(5) **Property Description.** The legal description of the Subject Property is as set forth in the Annexation Ordinance and exhibits attached to the Annexation Ordinance to which this Agreement is attached.

(6) **Binding Effect/Authority.** This Agreement binds and inures to the benefit of the Parties and

their respective heirs, successors, and permitted assigns. Each Party further warrants that each signatory to this Agreement is legally authorized to bind the respective individual or entity for the purposes established herein.

(7) **Choice of Law.** This Agreement will be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. Venue for any dispute shall lie exclusively in Williamson County, Texas.

(8) **Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all signatory Parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

(9) **Legal Construction.** If any provision in this Agreement is for any reason found to be unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the Parties, the unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of the Agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the Parties by reason of authorship or origin of language.

(10) **Entire Agreement.** This Agreement contains the entire Agreement between the Parties relating to the rights herein granted and the obligations herein assumed and cannot be varied except by written agreement of the Parties. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the Party to be charged.

EXECUTED and AGREED to by the Parties this the ____ day of _____, 20__.

ATTEST:

THE CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Isaac Turner, III, City Manager

LANDOWNER(S): TRAVISSO, LTD.
BY: TMC TRAVISSO GP, LLC
IT'S: GENERAL PARTNER

BY: Name (print): B. MARK BERMAN



Title: VICE PRESIDENT

Date: 1/17/24

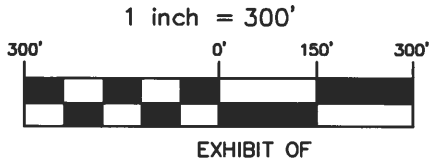
Name (print):

Title:

Date:

Subject Property

(see attached)



B.F. DAVIS
SECTION NO. 73
ABSTRACT No. 2280

AN 8.04 ACRE TRACT, SITUATED IN THE B.F. DAVIS SURVEY, SECTION NO. 73, ABSTRACT NO. 2280, IN THE IA HAMPTON SURVEY, SECTION NO. 56, ABSTRACT NO. 2682 AND OUT OF THE C.G. SETTLE SURVEY, SECTION NO. 632, ABSTRACT NO. 2201, BEING OUT OF A REMNANT PORTION OF A CALLED 2144.875 ACRE TRACT CONVEYED TO TRAVISSO, LTD., RECORDED IN DOCUMENT NO. 2013056181 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

APPROXIMATE CITY
LIMITS OF CEDAR PARK

8.04 ACRES

A REMNANT PORTION OF A
CALLED 2144.875 ACRE TRACT
OWNER: TRAVISSO, LTD.
DOC. NO. 2013056181
(O.P.R.T.C.)

IA HAMPTON
SURVEY
SECTION NO. 56
ABSTRACT No. 2682

APPROXIMATE CITY
LIMITS OF CEDAR PARK

APPROXIMATE CITY
LIMITS OF LEANDER

LEGEND:

O.P.R.T.C. OFFICIAL PUBLIC RECORDS OF
TRAVIS COUNTY, TEXAS
P.R.T.C. PLAT RECORDS OF TRAVIS
COUNTY TEXAS
P.O.B. POINT OF BEGINNING
FD. FOUND
I.R. IRON ROD
VOL. VOLUME
PG. PAGE
DOC. NO. DOCUMENT NUMBER
FOUND IRON ROD (AS NOTED)

NOTES:

1. THE PROFESSIONAL SERVICES PROVIDED HERewith INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00.
3. ADJOINERS SHOWN FOR INFORMATIONAL PURPOSES ONLY.

**PAPE-DAWSON
ENGINEERS**

AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
10801 N MOPAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78759 | 512.454.8711
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028801

P.O.B.
FD. 1/2" I.R.

FD. 1/2" I.R.

FD. I.R.(SENDERO)

FD. 1/2" I.R.

FD. 1/2" I.R.

FD. 1/2" I.R.

FD. 1/2" I.R.

FD. 1/2" I.R.

FD. I.R.(SENDERO)

FD. 1/2" I.R.

CROSS CREEK PHASE ONE
VOL. 65, PG. 76 (P.R.T.C.)

C.G. SETTLE
SURVEY
SECTION NO. 632
ABSTRACT No. 2201

WHITETAIL PASS
(A CALLED 50-FOOT RIGHT OF WAY)
VOL. 65, PG. 76 (P.R.T.C.)

BUCK RUN
(A 60-FOOT RIGHT OF WAY)

F.M. 1431
(A VARIABLE WIDTH
RIGHT OF WAY)



SHEET 1 OF 2

JOB No.: 50892-87

AUGUST 18, 2023

LINE TABLE		
LINE	BEARING	LENGTH
L1	S42°30'05"W	139.98'
L2	S22°44'16"E	110.12'
L3	S00°04'35"W	558.69'
L4	S03°31'32"W	68.26'
L5	S11°16'04"W	100.09'
L6	S20°43'48"W	99.96'
L7	S30°17'36"W	100.11'
L8	S39°48'26"W	100.02'
L9	S46°57'39"W	48.65'
L10	S49°02'19"W	320.75'
L11	N52°54'00"W	124.58'
L12	N35°55'44"E	248.14'
L13	S50°09'16"E	55.01'
L14	N58°31'44"E	208.41'
L15	N10°10'44"E	200.02'
L16	N00°08'16"W	601.12'
L17	N61°04'44"E	336.31'

EXHIBIT OF

AN 8.04 ACRE TRACT, SITUATED IN THE B.F. DAVIS SURVEY, SECTION NO. 73, ABSTRACT NO. 2280, IN THE IA HAMPTON SURVEY, SECTION NO. 56, ABSTRACT NO. 2682 AND OUT OF THE C.G. SETTLE SURVEY, SECTION NO. 632, ABSTRACT NO. 2201, BEING OUT OF A REMNANT PORTION OF A CALLED 2144.875 ACRE TRACT CONVEYED TO TRAVISSO, LTD., RECORDED IN DOCUMENT NO. 2013056181 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	237.82'	36°45'09"	N37°01'40"W	149.95'	152.55'



AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
 10801 N MOPAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78758 | 512.454.8711
 TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10029801

AUGUST 18, 2023

JOB No.:

50892-87

SHEET 2 OF 2

FIELD NOTES
FOR ANNEXATION TRACT

AN 8.04 ACRE TRACT, SITUATED IN THE B.F. DAVIS SURVEY, SECTION NO. 73, ABSTRACT NO. 2280, IN THE IA HAMPTON SURVEY, SECTION NO. 56, ABSTRACT NO. 2682 AND OUT OF THE C.G. SETTLE SURVEY, SECTION NO. 632, ABSTRACT NO. 2201, BEING A PORTION OF BUCK RUN, A 60-FOOT RIGHT OF WAY, AND BEING OUT OF A REMNANT PORTION OF A CALLED 2144.875 ACRE TRACT CONVEYED TO TRAVISSO, LTD., RECORDED IN DOCUMENT NO. 2013056181 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. SAID 8.04 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE:

BEGINNING at a ½" iron rod found at the northwest terminus of Whitetail Pass, a 50-foot right-of-way recorded in Cross Creek Phase One, a subdivision according to the plat recorded in Volume 65, Page 76 of the Plat Records of Travis County, Texas, said point being the north corner of said Cross Creek Phase One, same being an angle point in the southeast boundary line of said 2144.875-acre tract for the northeast corner and **POINT OF BEGINNING** hereof;

THENCE departing the southwest right-of-way line of said Whitetail Pass, with the southeast boundary line of said 2144.875-acre tract, same being the northwest boundary line of said Cross Creek Phase One the following nine (9) courses and distances:

1. **S 42°30'05" W**, a distance of **139.98 feet** to a ½" iron rod found for an angle point hereof,
2. **S 22°44'16" E**, a distance of **110.12 feet** to an iron rod with cap marked "Sendero" found for an angle point hereof,
3. **S 00°04'35" W**, a distance of **558.69 feet** to a ½" iron rod found for an angle point hereof,
4. **S 03°31'32" W**, a distance of **68.26 feet** to a ½" iron rod found for an angle point hereof,
5. **S 11°16'04" W**, a distance of **100.09 feet** to a ½" iron rod found for an angle point hereof,
6. **S 20°43'48" W**, a distance of **99.96 feet** to a ½" iron rod found for an angle point hereof,
7. **S 30°17'36" W**, a distance of **100.11 feet** to a ½" iron rod found for an angle point hereof,
8. **S 39°48'26" W**, a distance of **100.02 feet** to a ½" iron rod found for an angle point hereof, and
9. **S 46°57'39" W**, a distance of **48.65 feet** to an iron rod with cap marked "Sendero" found for an angle point hereof, and

THENCE S 49°02'19" W, continuing with the southeast boundary line of said 2144.875-acre tract, same being the northwest boundary line of said Cross Creek Phase One, and, in part, with the northwest terminus of Buck Run, a 60-foot right-of-way, a distance of **320.75 feet** to a ½" iron rod found on a point of curvature in an east boundary line of said 2144.875-acre tract, same being the northwest terminus of said Buck Run;

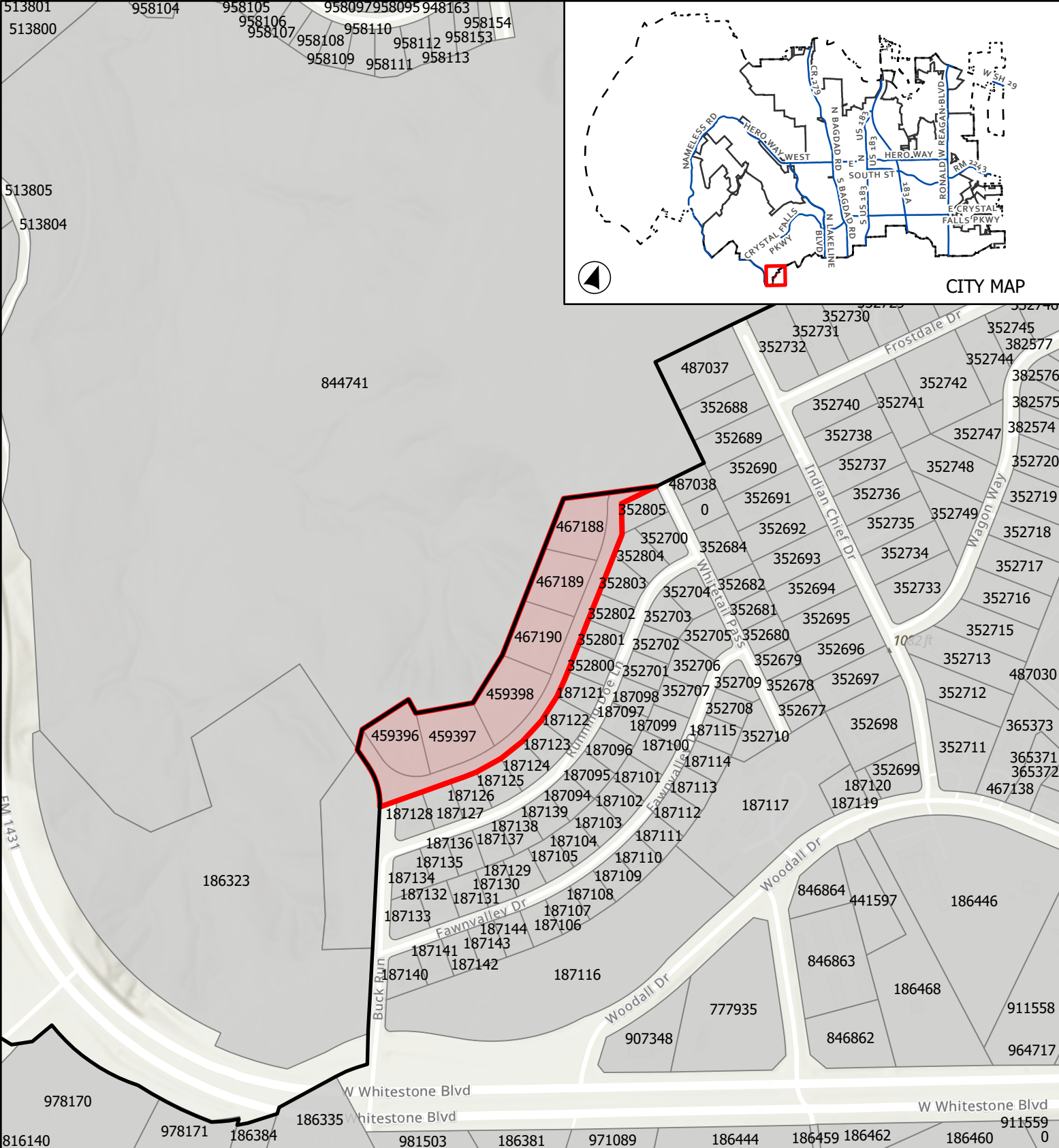
THENCE along the arc of a curve to the left, departing the west right-of-way line of said Buck Run, through the interior of said 2144.875-acre tract, said curve having a **radius of 237.82 feet**, a **central angle of 36°45'09"**, a **chord bearing and distance of N 37°01'40" W, 149.95 feet**, for an **arc length of 152.55 feet** to a calculated point of tangency hereof;

THENCE continuing through the interior of said 2144.875-acre tract the following seven (7) courses and distances:

1. **N 52°54'00" W**, a distance of **124.58 feet** to a calculated point for the westernmost corner hereof,
2. **N 35°55'44" E**, a distance of **248.14 feet** to a calculated angle point hereof,
3. **S 50°09'16" E**, a distance of **55.01 feet** to a calculated angle point hereof,
4. **N 58°31'44" E**, a distance of **208.41 feet** to a calculated angle point hereof,
5. **N 10°10'44" E**, a distance of **200.02 feet** to a calculated angle point hereof,
6. **N 00°08'16" W**, a distance of **601.12 feet** to a calculated point for the northwest corner hereof, and
7. **N 61°04'44" E**, a distance of **336.31 feet** to the **POINT OF BEGINNING** and containing 8.04 acres in Travis County, Texas. Said tract being described in accordance with an exhibit prepared under Job No. 50892-87 by Pape Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: August 18, 2023
JOB No.: 50892-87
DOC.ID.: H:\Survey\CIVIL\50892-87\Exhibits\
Word\FN50892-87_8.04Ac_Annexation_R1.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-01





CASE: A-23-0010

ATTACHMENT 2

TRAVISSO VOLUNTARY ANNEXATION

Location Map



 City Limits

[-] ETJ Boundary

 Subject Boundary

0 220 440

Feet

Page 343 of 433

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.

Schedule for Voluntary Annexation 8.04 +/- ACRES IN TRAVIS COUNTY

DATE	ACTION/EVENT	LEGAL AUTHORITY
Thursday, February 15, 2024 Tuesday, February 6, 2024: Council packet deadline	COUNCIL CONSIDERS ACCEPTANCE OF ANNEXATION PETITION REQUEST FROM LANDOWNER(S) AND INITIATION OF ANNEXATION - AND SETS A PUBLIC HEARING FOR Thursday, March 7, 2024.	Loc. Gov't Code, §43.0671
Thursday, February 15, 2024 Publish notice of Public Hearing. & Send notice to school district and to each public entity. [Noon, Friday, February 9, 2024 Deadline to send notice to paper]	NEWSPAPER NOTICE RE: PUBLIC HEARING; (Certified Notice to Railroad - if railroad company's right-of-way is in the area proposed for annexation.) POST NOTICE OF HEARING ON CITY'S WEBSITE AND MAINTAIN UNTIL HEARINGS COMPLETE. SCHOOL DISTRICT NOTICE. Notify each school district of possible impact <u>w/in the period prescribed for publishing the notice of the Public Hearing.</u> PUBLIC ENTITY NOTICES. Notify each public entity that is located in or provides services to the area proposed for annexation. Public Entity includes: a county (Williamson/Travis), a fire protection service provider, including a volunteer fire department, emergency medical services provider, including a volunteer emergency medical services provider, or special district (MUD, WCID, or other district created under Section 52, Article III, or Section 59, Article XVI, Texas Constitution) - of possible impact <u>w/in the period prescribed for publishing the notice of the Public Hearing.</u>	Not less than 10 days nor more than 20 days before public hearing. Loc. Gov't Code, §43.0673 Loc. Gov't Code, §§43.905 & 43.9051; send notice to school district and to each public entity not less than 10 days nor more than 20 days before the Public Hearing.
Thursday, March 7, 2024	PUBLIC HEARING – REGULAR MEETING	The governing body must provide persons interested in the annexation the opportunity to be heard. Loc. Gov't Code, §43.0673
Thursday, March 7, 2024 Tuesday, February 27, 2024, Council packet deadline	FIRST READING OF ORDINANCE <i>REGULAR MEETING</i>	Loc. Gov't Code, §43.0673

Thursday, March 21, 2024 Or at a special called meeting after the First Reading; Or within 90 days of First Reading. Tuesday March 12, 2024 – Council packet deadline	SECOND & FINAL READING OF ORDINANCE <i>REGULAR MEETING</i>	Second reading of annexation Ordinance – City Charter, Section 4.06(c)
Within 30 days of Second Reading	CITY SENDS COPY OF MAP showing boundary changes to County Voter Registrar in a format that is compatible with mapping format used by registrar	Elec. Code §42.0615
Within 60 days of Second Reading	CITY PROVIDES CERTIFIED COPY OF ORDINANCE AND MAPS TO: 1. County Clerk 2. County Appraisal District 3. County Tax Assessor Collector 4. 911 Addressing 5. Sheriff's Office 6. City Department Heads 7. State Comptroller 8. Franchise Holders ESD - if annexed area located in district and city intends to remove the area from the district and be the sole provider of emergency services; See Health and Safety Code, Section 775.022	Williamson County ESD No. 5: Notice must be sent to the secretary of the ESD board by certified mail, return receipt requested, as applicable Leander is located in Williamson and Travis Counties. Confirm which ESD needs notice of disannexation.

*Dates in **BOLD** are MANDATORY dates to follow. Please advise of schedule deviation.



EXECUTIVE SUMMARY
2/15/2024

AGENDA SUBJECT:

Conduct a Public Hearing regarding Zoning Case Z-23-0082 to amend the current zoning of SFR-2-B (Single-Family Rural) and LC-2-B (Local Commercial) to Oakmont PUD (Planned Unit Development) with the base zoning districts of SFS-2-A (Single-Family Suburban), LC-2-A (Local Commercial) and GC-3-A (General Commercial) on six (6) parcels of land approximately 50.31 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R473796, R324593, R324592, R412990, R594957, and R594958; and to the east of the intersection of CR 274 and Ronald W. Reagan Boulevard, Leander, Williamson County, Texas. *[Postponed by Applicant]*

BACKGROUND:

This request is the first second step in the zoning process.

HISTORY/TIMELINE:

01/05/2006 Zoning Approved
05/06/2021 Zoning Approved
01/25/2024 Planning & Zoning Commission, 1st Public Hearing

APPLICANT/AGENT:

Civil & Environmental Consultants, Inc (Michael Theone) on behalf of Reagan Heights, LLC (Ravi Pulimi)

RECOMMENDATION:

The Planning & Zoning Commission recommended denial of the zoning request during the January 25, 2024 meeting. The applicant has requested to postpone the zoning request.

PRESENTER:

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

Fiscal Impact

N/A

Attachments:

1. Z-23-0082 Att 1 Postponement Request Letter
2. Z-23-0082 Att 2 Planning & Zoning Commission Minutes 01/25/2024

Reagan Heights, LLC

4424 Cherry Bark Dr
Leander, Texas 78641
650-740-3097
info@reaganheights.com

January 29, 2024

City of Leander
Planning Department
PO Box 319
Leander, Texas 78641

Re: Postponement Request Z-23-0082

Dear City of Leander,

Please accept this letter as formal request to postpone the City Council Public Hearing on February 15, 2024.

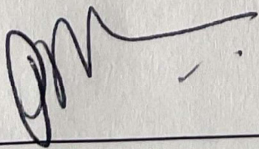
We would like to submit and re-notify for another Planning & Zoning Public Hearing to include a request for Comprehensive Plan Amendment.

Please request the following dates for this request:

02/15/2024 Deadline to send the notice to the paper
03/14/2024 Planning & Zoning Commission, 1st Public Hearing
04/04/2024 City Council, 2nd Public Hearing & 1st Reading of the Ordinance
04/18/2024 City Council, Final Reading of the Ordinance

If you have any questions or need anything further, please let us know.

Respectfully submitted,



Reagan Heights, LLC
Ravi Pulimi, Manager

01-29-2024

Date



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, January 25, 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. at 6:00 p.m.
2. Roll Call
All Commissioners were present except Commissioner May and Commissioner Moss.
3. Director's report to the Planning & Zoning Commission on action taken by City Council on the January 18, 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-23-0112 regarding Northline Block M, Lots 25 - 29 Final Plat on one (1) parcel of land approximately 0.308 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District parcel R566425; generally located northwest of the intersection of Pullman Street and John Webster Street, Leander, Williamson County, Texas.
7. Approval of Minutes.
Motion: To approve the Consent Agenda Items 6 & 7.
By: Commissioner John Cosgrove
Seconded: Vice Chair James Oliver

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

PUBLIC HEARING: ACTION

8. Conduct a Public Hearing regarding Subdivision Case CP-23-0024 to adopt the Enclave at Crystal Falls Concept Plan and Preliminary Plat on four (4) parcels of land approximately 19.53 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R031345, R031341, R031342, and R559253; generally located on the north side of East Crystal Falls Parkway approximately 1,000 feet west of Ronald W. Reagan Boulevard., Leander, Williamson County, Texas.

- Discuss and consider action regarding Subdivision Case CP-23-0024 as described above.

Motion: To approve the Enclave at Crystal Falls Concept Plan and Preliminary Plat.

By: Commissioner Donnie Mahan

Seconded: Vice Chair James Oliver

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

No: None

Abstain: None

9. Conduct a Public Hearing regarding Zoning Case Z-23-0082 to amend the current zoning of SFR-2-B (Single-Family Rural) and LC-2-B (Local Commercial) to Oakmont PUD (Planned Unit Development) with the base zoning districts of SFS-2-A (Single-Family Suburban), LC-2-A (Local Commercial) and GC-3-A (General Commercial) on six (6) parcels of land approximately 50.31 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R473796, R324593, R324592, R412990, R594957, and R594958; and to the east of the intersection of CR 274 and Ronald W. Reagan Boulevard, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-23-0082 as described above.

Chair Lantrip rescued herself from the dais at 6:04 p.m.

Sheri Wood and Vardhan Annem spoke against

Danny Adams had traffic safety concerns.

Motion: To deny the Oakmont PUD.

By: Commissioner Cosgrove

Seconded: Commissioner Calame

Yes: Donnie Mahan, John Cosgrove, Scott Calame, Jame Oliver

No: None

Rescused: Chair Laura Lantrip

Vice Chair Oliver called a five-minute break at 6:22 p.m. Chair Lantrip returned to the dais at 6:24 p.m and open the meeting at 6:27 p.m.

10. Conduct a Public Hearing and consider action regarding Comprehensive Plan Case CPA-23-0009 to amend the Comprehensive Plan land use category from Multi-Use Corridor to Neighborhood Residential and consider action regarding Zoning Case Z-23-0102 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) and Interim SFR-2-B (Single-Family Rural) to SFS-2-B (Single-Family Suburban) on seven (7) parcels of land approximately 234 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R485247, R485248, R031575, R392187, R392188, R031534, and R031533; and more commonly known as 14750 Ronald W. Reagan Boulevard, Leander, Williamson County, Texas.

- Discuss and consider action regarding Comprehensive Plan Case CPA-23-0009 as described above.
- Discuss and consider action regarding Zoning Case Z-23-0102 as described above.

David Smith submitted his online comment that he was against this zoning case. Chair Lantrip read it into the record.

Motion: To approve the Comprehensive Plan Amendment

By: Commissioner John Cosgrove

Seconded: Commissioner Donnie Mahan

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

No: None

Abstain: None

Motion: To deny the zoning request

By: Commissioner John Cosgrove

Seconded: Vice Chair Oliver

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

No: None

Abstain: None

REGULAR AGENDA

11. Adjournment at 6:47 p.m.

APPROVED

CHAIR

ATTEST:

PLANNING AND ZONING SECRETARY



EXECUTIVE SUMMARY
2/15/2024

AGENDA SUBJECT:

Discuss and consider action on the Second Reading of an Ordinance 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) and Development Agreement Case DA-23-0015 on one (1) parcel of land approximately 2.81 acres $\pm$ 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.

BACKGROUND:

This request is the final step in the zoning process. The Planning & Zoning Commission unanimously recommended approval of the request during the December 28, 2023 meeting.

HISTORY/TIMELINE:

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

01/18/2024 – City Council, 2nd Public Hearing & 1st Reading of the Ordinance

APPLICANT/AGENT:

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

RECOMMENDATION:

The City Council recommended approval with the following conditions with a five to one vote during the January 18, 2024 meeting.

1. Prohibition of vape shops which includes selling vaping products.
2. Language requiring cost participation in a Pedestrian Beacon is required.

Action was delayed from the February 1, 2024 meeting to allow staff more time to research the request for a Pedestrian Beacon. The PUD Notes were updated to include the prohibition of the vape shop.

Staff reviewed the area and has concerns about requiring a Pedestrian Beacon as part of the PUD. During the development process, the applicant will be required to conduct a Traffic Impact Analysis (TIA). At that time, staff will review the area to determine whether or not a Pedestrian Beacon is required and the cost participating requirement for the developer and City.

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 Redline
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 Ordinance
11. DA-23-0026 Att 11 Bagdad Plaza Market DA
12. Z-23-0093 Att 12 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.

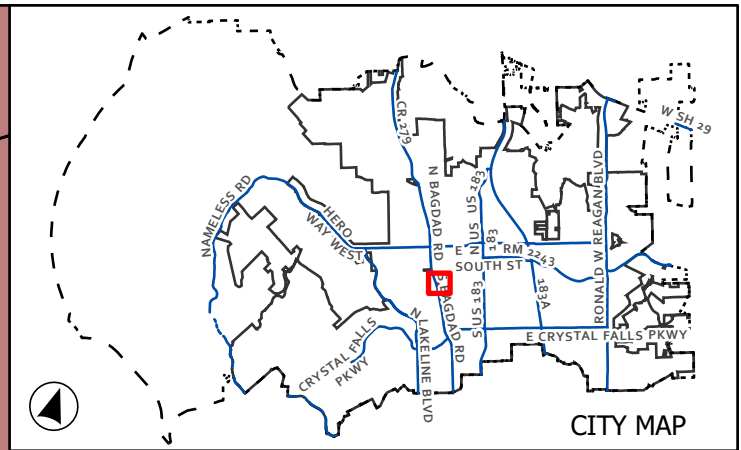
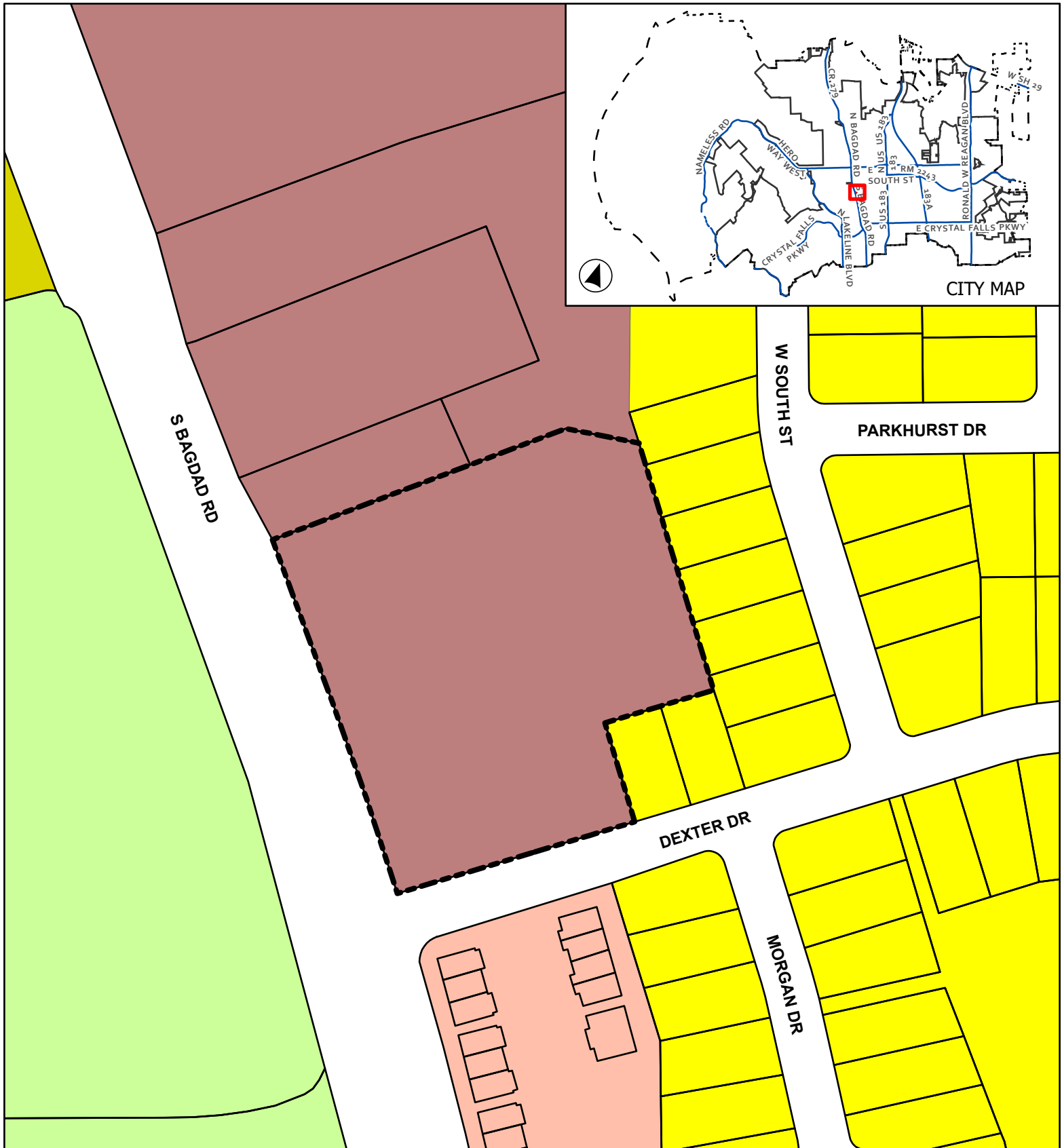
- No Changes.

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 |

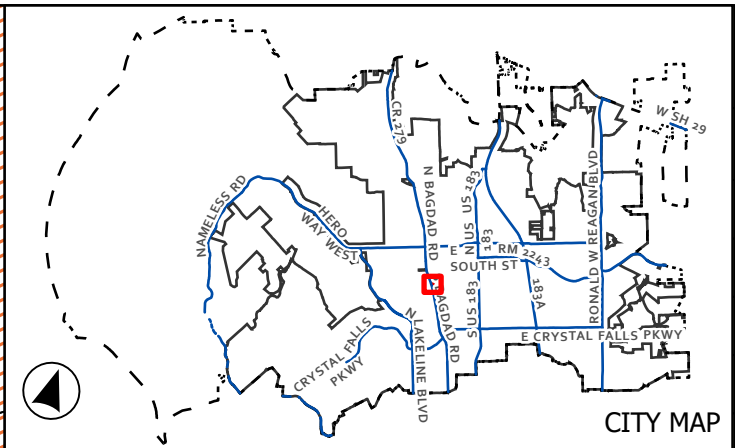
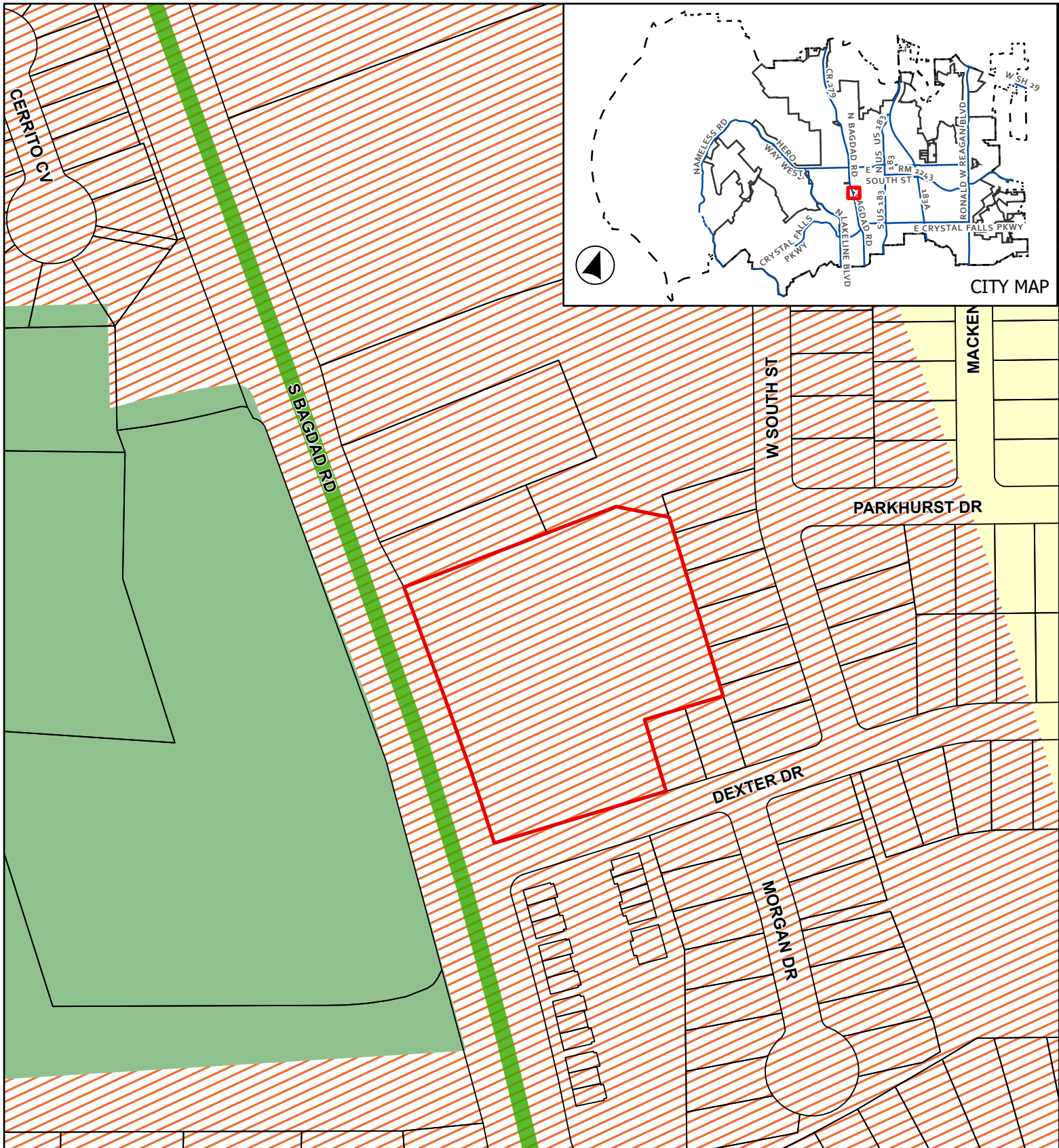


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Feet

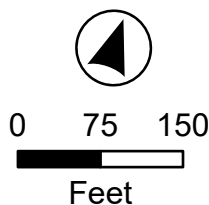
This map has been produced by the City of Leander for informational purposes only. No warranty is made by the City regarding completeness or accuracy. This data should not be construed as a legal description or survey instrument. No responsibility is assumed for damages or other liabilities due to the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



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

Future Land Use Map

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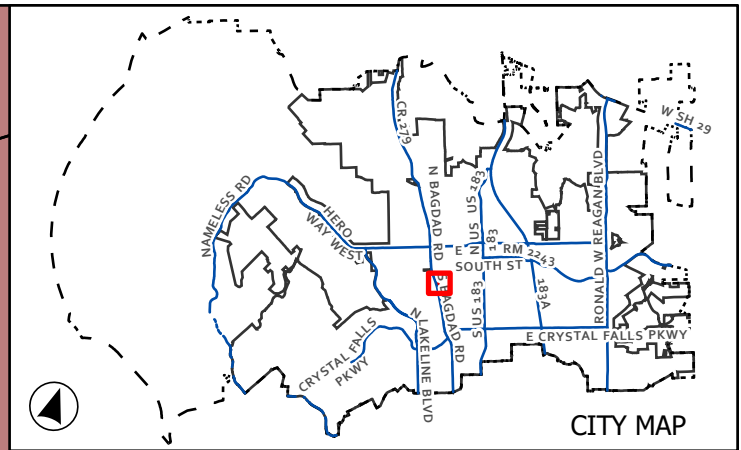
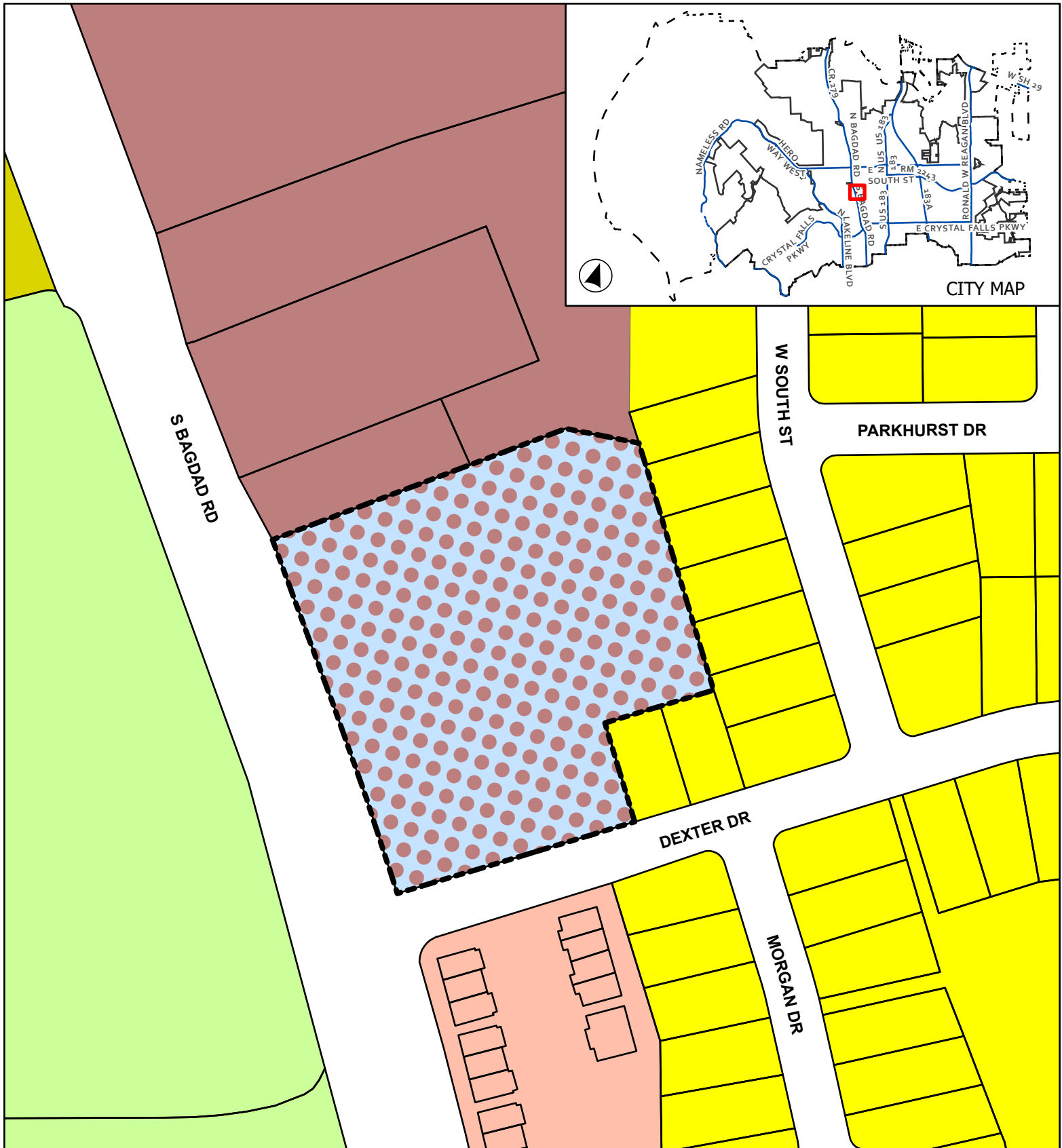
- Leander City Limits
- ETJ Boundary
- Subject Boundary

Thoroughfare Plan

- Arterial 6 Lane, Existing

Future Land Use

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



CASE: Z-23-0093

ATTACHMENT 5

BAGDAD PLAZA MARKET MINOR PUD

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
- SFU - Single-Family Urban
- SFC - Single-Family Compact

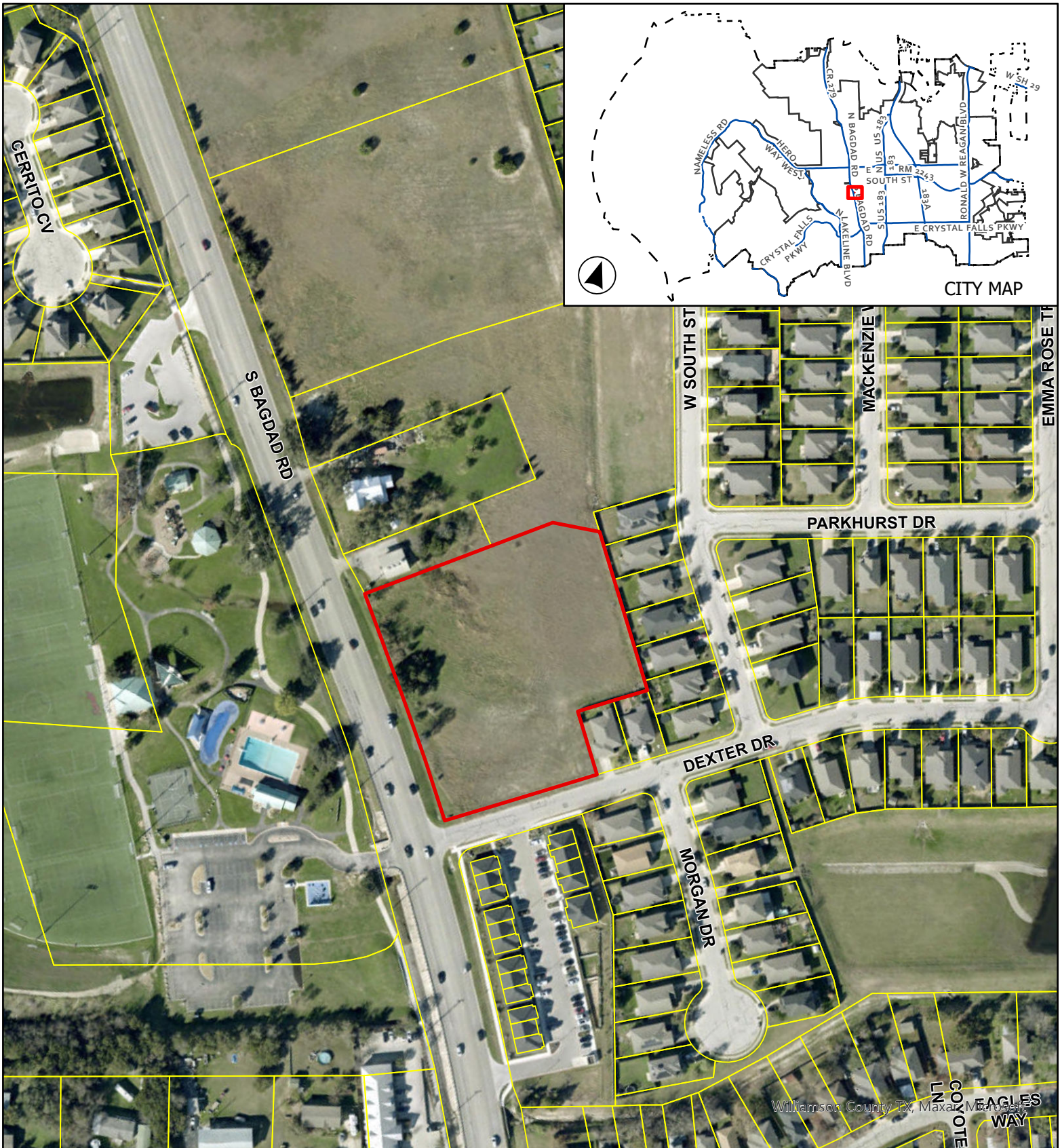
- SFL - Single-Family Limited
- LO - Local Office
- LC - Local Commercial
- PUD - Local Commercial



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Feet



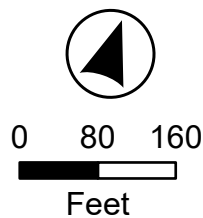
CASE: Z-23-0093

ATTACHMENT 6

BAGDAD PLAZA MARKET MINOR PUD

Aerial Map

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



- Leander City Limits
- Subject Boundary

EXHIBIT A

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

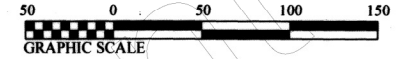
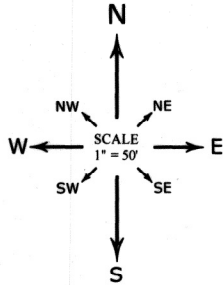
1. All aspects regarding the development of this PUD shall comply with the City of Leander Composite Zoning Ordinance, except as established in this exhibit, titled **Exhibit A**.
2. For the purpose of establishing development standards for the PUD, the following base zoning districts have been selected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

BAGDAD PLAZA MARKET PUD ZONING EXHIBIT "B"



BEARING BASIS:
BEARINGS ARE GRID NORTH BASED ON THE TEXAS
COORDINATE SYSTEM CENTRAL
TEXAS ZONE (4203) NAD83 HARN HORIZONTAL CONTROL.

BEING A 2.80 ACRE TRACT OF LAND, OUT OF THE ELIJAH D. HARMON SURVEY, ABSTRACT NO. 4, SITUATED IN WILLIAMSON COUNTY, TEXAS, SAME BEING THAT CERTAIN DAVID NGUYEN AND EMILY DAO 2.801 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 2013081695, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS; SAID 2.80 ACRE TRACT OF LAND TO BE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a 1/2" iron rod found in the northeasterly right-of-way line of Bagdad Road (right-of-way varies), for the south corner of that certain City of Leander 14,002 square foot tract recorded in Document No. 2007037789, Official Public Records, said county, same being the west corner of said Nguyen/Dao 2.801 acre tract, for the west corner hereof;

THENCE with the southeasterly line of said City of Leander 14,002 square foot tract, and the southeasterly line of Lot 10, Block "B", Westview Meadows Phase Five, a subdivision in Williamson County, Texas, record in Cabinet EE, Slide 43, Official Public Records, said county, same being the northwesterly line of said Nguyen/Dao 2.801 acre tract, the following two (2) courses:

1. North 49°00'02" East, a distance of 303.74 feet to a 1/2" iron rod found for an angle corner hereof;
2. North 80°57'43" East, a distance of 72.00 feet to a 1/2" iron rod found in the southwesterly line of Lot 9, of said Block "B", Westview Meadows Phase Five, for the north corner of said Nguyen/Dao 2.801 acre tract, and for the north corner hereof;

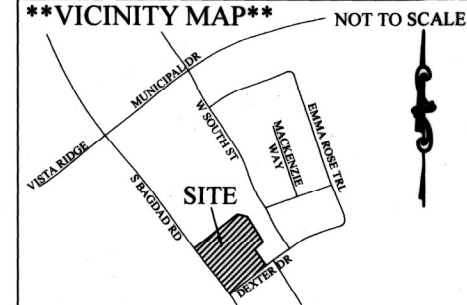
THENCE with the southwesterly lines of Lot 9 through Lot 4, the northwesterly lines of Lot 2 and Lot 1, and the southwesterly line of Lot 1, of said Block "B", Westview Meadows Phase Five, same being the northeasterly and southeasterly lines of said Nguyen/Dao 2.801 acre tract, the following three (3) courses:

1. South 37°03'42" East, a distance of 249.85 feet to a 1/2" iron rod found in the southwesterly line of said Lot 4, for the northeast corner of said Lot 2, same being the east corner of said Nguyen/Dao 2.801 acre tract, and for the east corner hereof;
2. South 52°49'39" West, a distance of 109.83 feet to a 1/2" iron rod found for the northwest corner of said Lot 1, same being an ell-corner of said Nguyen/Dao 2.801 acre tract, for an ell-corner hereof;
3. South 37°03'42" East, a distance of 100.00 feet to a 1/2" iron rod found in the northwesterly right-of-way line of Dexter Drive (50 foot right-of-way), for the southwest corner of said Lot 1, same being an angle corner of said Nguyen/Dao 2.801 acre tract, for an angle corner hereof;

THENCE with said northwesterly right-of-way line of Dexter Drive, same being the southeast line of said Nguyen/Dao 2.801 acre tract, South 52°56'56" West, a distance of 239.96 feet to a 1/2" iron rod found at the intersection with said northwesterly right-of-way line of Dexter Drive and said northeasterly right-of-way line of Bagdad Road, said point of intersection being a point of cusp of a non-tangent curve to the left, for the south corner of said Nguyen/Dao 2.801 acre tract, and for the south corner hereof;

THENCE with said northeasterly right-of-way line of Bagdad Road, same being the southwest line of said Nguyen/Dao 2.801 acre tract, the following two (2) courses:

1. with said curve turning to the left, with an arc length of 194.16 feet, with a radius of 3612.39 feet, with a chord bearing of North 39°00'42" West, with a chord length of 194.14 feet to a 1/2" iron rod with cap stamped "ALLSTAR 5729" set;
2. North 40°30'35" West, a distance of 169.27 feet to the POINT OF BEGINNING, containing an area of 121,846 square feet or 2.80 acres.



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.

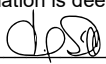
Property owners

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 ±; 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 15th day of February, 2024.

ATTEST:

THE CITY OF LEANDER, TEXAS:

Dara Crabtree, City Secretary

Christine DeLisle, Mayor

**MASONRY DEVELOPMENT AGREEMENT
ESTABLISHING DEVELOPMENT STANDARDS
FOR THE BAGDAD PLAZA MARKET**

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

Section 1. Purpose; Consideration.

- (a) The Developer owns that certain 2.80 acre tract located in Williamson County, Texas, being more particularly described in **Exhibit A** attached hereto and incorporated herein for all purposes (the "Property") and wishes to develop the Property for commercial (the "Development"). The Developer desires that the City be able to enforce the development standards set forth herein through its building permit, inspection, and certificate of occupancy processes by this agreement, given that House Bill 2439 adopted in the 86th Legislative Session limits the ability of cities to enforce certain development standards governing building materials by ordinance.
- (b) The Developer will benefit from the City enforcing the Development Standards as set forth herein because it will be more efficient and cost-effective for compliance to be monitored and enforced through the City's building permit and inspection processes and will help ensure that the Development is built out as planned by the Developer after conveyance to the builder of homes or other buildings and structures authorized by the applicable zoning regulations. The City will benefit from this Agreement by having assurance regarding certain development standards for the Development, having certainty that such Development Standards may be enforced by the City, and preservation of property values within the City.
- (c) The benefits to the Parties set forth in this Article 1, plus the mutual promises expressed herein, are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by both Parties.

Section 2. Term; Termination.

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

Section 3. Development Standards.

- (a) Development Requirements.** The exterior wall standards set forth in this section shall apply to the structures located on the Property. At least eighty-five percent (85%) of the combined exterior surface area of all walls, including all stories of buildings / structures, shall consist of stone, brick, painted or tinted stucco, or similar material approved by the Director of Planning.
- (b) Building Permits.** The Developer acknowledges and agrees that compliance with Section 3(a) will be a condition of issuance of building permits and certificates of occupancy. Developer further agrees that the City may use its building permitting, inspection, and enforcement processes and procedures to enforce the requirements of Section 3(a) above, including but not limited to rejection of applications and plans, stop work orders, and disapproval of inspections for applications and/or work that does not comply with this Agreement. Applications and plans for a building permit must demonstrate compliance with this Agreement in order for a building permit to be issued. Applications for building permits must be in compliance with this Agreement, as well as the Applicable Regulations, in order for such application to be approved and a building permit issued. Plans demonstrating compliance with this Agreement must accompany a building permit application and will become a part of the approved permit. Any structure constructed on the Property must comply with this Agreement and the Applicable Regulations for a certificate of occupancy to be issued for such structure.

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

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

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

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

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

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

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

Section 10. Force Majeure.

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

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

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

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

Any notice mailed to the City shall be addressed:

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

with copy to:

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

Any notice mailed to the Developer shall be addressed:

David Nguyen & Emily Dao
1800 Camino Viejo
Austin, TX 78758
Travis County

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit A – Property Description & Sketch

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

CITY:

City of Leander, Texas

a Texas home-rule municipal corporation

Attest:

By: _____

Name: Dara Crabtree

Title: City Secretary

By: _____

Name: Christine DeLisle

Title: Mayor

THE STATE OF TEXAS §
COUNTY OF _____ §

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

(SEAL)

Notary Public, State of Texas

DEVELOPER:

By: [Signature]
Name: EMILY DAO
Title: Owner

THE STATE OF TEXAS §
COUNTY OF Travis §

This instrument was acknowledged before me on this 20th day of November, 2020 by
Emily Dao of _____, a _____ company, on behalf
of said company.

(SEAL)

[Signature]
Notary Public, State of Texas

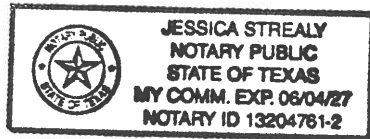
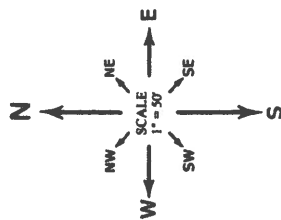


EXHIBIT “A”

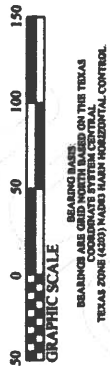
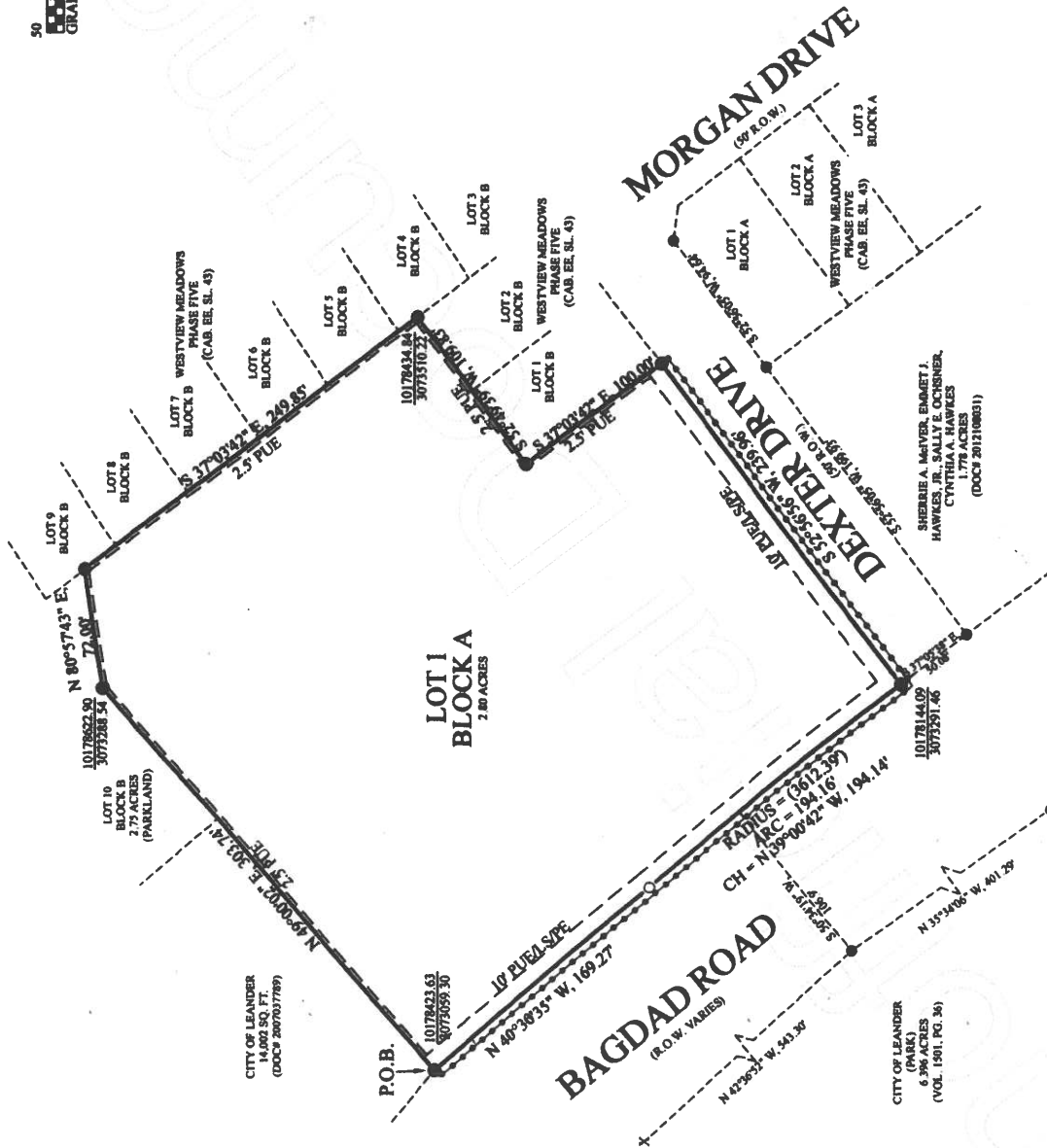
Description of Property

BAGDAD PLAZA MARKET PUD ZONING EXHIBIT "A"



LEGEND

- 1/2" ROD FOUND
- 1/2" ROD SET
- "X" SITES FOUND IN CDNC
- MAG NAIL FOUND
- RECORD INFORMATION
- ()
- PUB
- LS
- PE
- POB
- SIDEWALK
- PUBLIC UTILITY EBM
- LANDSCAPE EBM
- PEDESTRIAN EBM
- POINT OF BEGINNING



BEING A 2.80 ACRE TRACT OF LAND, OUT OF THE ELIJAH B. HARMON SURVEY, ABSTRACT NO. 4, SITUATED IN WILLIAMSON COUNTY, TEXAS, SAME BEING THAT CERTAIN DAVID NGUYEN AND NGUYEN/THO 2.801 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 2007037769, COUNTY OF WILLIAMSON, TEXAS, SAID 2.80 ACRE TRACT OF LAND TO BE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a 1/2" iron rod found in the southeasterly right-of-way line of Bagdad Road (right-of-way varies), for the north corner of the certain City of Leander 14,000 square foot tract recorded in Document No. 2007037769, Official Public Records, said corner, same being the west corner of said Nguyen/Tho 2.801 acre tract, for the west corner hereof;

THENCE with the southeasterly line of said City of Leander 14,000 square foot tract, and the southeasterly line of Lot 10, Block "B", Westview Meadows Phase Five, said line, same being the southeasterly line of said City of Leander 14,000 square foot tract, and the southeasterly line of said Nguyen/Tho 2.801 acre tract, the following two (2) corners:

1. North 89°09'43" East, a distance of 363.74 feet to a 1/2" iron rod found for an angle corner hereof;
2. North 89°07'43" East, a distance of 72.00 feet to a 1/2" iron rod found in the southeasterly line of Lot 9, of said Block "B", Westview Meadows Phase Five, for the north corner of said Nguyen/Tho 2.801 acre tract, and for the north corner hereof;

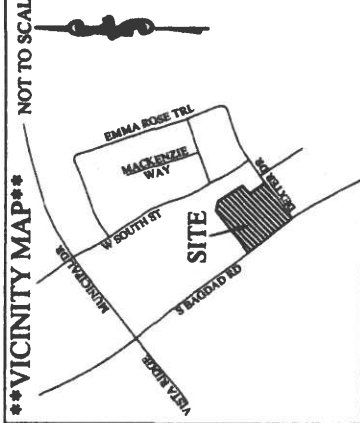
THENCE with the southeasterly line of Lot 9 through Lot 4, the southeasterly line of said City of Leander 14,000 square foot tract, and the southeasterly line of said Nguyen/Tho 2.801 acre tract, the following three (3) corners:

1. South 37°09'43" East, a distance of 240.00 feet to a 1/2" iron rod found in the southeasterly line of said Lot 4, for the northeast corner of said Lot 2, same being the east corner of said Nguyen/Tho 2.801 acre tract, and for the east corner hereof;
2. South 37°09'43" West, a distance of 169.83 feet to a 1/2" iron rod found for the southeast corner of said Lot 1, same being an off-corner hereof;
3. South 37°09'43" East, a distance of 169.83 feet to a 1/2" iron rod found in the southeasterly right-of-way line of Dexter Drive (50 foot right-of-way), for the southeast corner of said Lot 1, same being an off-corner hereof;

THENCE with said southeasterly right-of-way line of Dexter Drive, same being the southeast line of said Nguyen/Tho 2.801 acre tract, South 37°09'43" West, a distance of 239.56 feet to a 1/2" iron rod found in the intersection with said southeasterly right-of-way line of Dexter Drive and said southeasterly right-of-way line of said Lot 1, same being the southeast corner of said Lot 1, same being an off-corner hereof;

THENCE with said southeasterly right-of-way line of Dexter Drive, same being the southeast line of said Nguyen/Tho 2.801 acre tract, the following two (2) corners:

1. with said drive turning to the left, with an arc length of 194.16 feet, with a radius of 307.23 feet, with a chord bearing of North 37°09'43" West, with a chord length of 194.16 feet to a 1/2" iron rod with cap stamped "ALLSTAR 5716" etc.;
2. North 89°09'43" West, a distance of 169.27 feet to the POINT OF BEGINNING, containing an area of 111,246 square feet or 2.56 acres.





**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
2/15/2024

AGENDA SUBJECT:

Discuss and consider action regarding Ordinance Case OR-24-0013 to amend the Noise Ordinance to adopt updates to the ordinance, and to provide for related matters; Williamson and Travis Counties, Texas.

BACKGROUND:

This request is the final step in the ordinance process. The City Council conducted a workshop to discuss the proposed changes to the Noise Ordinance. The purpose in this update is to overhaul the ordinance and make updates in response to changes in technology. The amendments include:

1. Adding definitions
2. Modifying maximum sound levels
3. Updating provisions for construction, demolition, and maintenance work.
4. Provide options for administrative exceptions and City Council exceptions.

HISTORY/TIMELINE:

11/16/2023 City Council Workshop

APPLICANT/AGENT:

City of Leander

RECOMMENDATION:

Staff recommends approval of the ordinance amendments.

PRESENTER:

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

Fiscal Impact

N/A

Attachments:

1. OR-24-0013 Att 1 Ordinance Redline
2. OR-24-0013 Att 2 Ordinance Clean
3. OR-24-0013 Att 3 Comparison Table
4. OR-24-0013 Att 4 Support Materials

5. OR-24-0013 Att 5 Ordinance

CHAPTER 8 – OFFENSES & NUISANCES

ARTICLE 8.04. NOISE

Sec. 8.04.001. **Definitions.**

(a) Definitions: The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. City means the City of Leander employees or any authorized representative of the city.

Audible. means any sound or noise from any source that can be clearly heard by a person with normal hearing faculties from the real property line of the source of the sound or noise.

Commercial. Shall mean, for the purposes of this article, commercial zoning districts as outlined in the city's zoning ordinance, as amended. This includes, but is not limited to LO, LC, GC, and HC.

Construction. Any site preparation, assembly, erection, substantial repair, alteration, or similar action, excluding demolition of public or private right-of-way surfaces, structures, utilities or similar property.

Day. Shall mean from 7:00 AM to 10:00 PM

Decibel (dB). The unit of measurement for sound pressure level at a specified location.

dBA. The sound pressure level in decibels as measured on a sound level meter using the A-weighting network as designated and defined by the American National Standards Institute.

Demolition. Any dismantling, intentional destruction or removal of public or private right-of-way surfaces, structures, utilities or similar property.

Device. Any mechanism which is intended to produce, or which actually produces, noise when operated or handled.

Emergency work. Means any work or action necessary to deliver essential services including work on water, gas, electric, telephone, sewer facilities, or public transportation facilities, removing fallen trees from rights-of-way, or abating life threatening conditions. Timing on when the work or action needs to take place to minimize inconvenience such as shutting down roadways may also qualify an activity as emergency work.

Entertainment District. Shall mean any area adopted as entertainment by City Council.

Evidence of violation. It shall be prima facie evidence that the noise is unreasonably loud, disturbing and unlawful if the noise creates a vibration which is above the

vibration perception threshold of an individual at or beyond the property of the source if on private property or at 50 feet or more from the source if in a public right-of-way.

Industrial District. Shall mean industrial zoning districts as outlined in the city's zoning ordinance. This includes HC and HI.

Measurement of noise. Measurement of noise shall be made with a sound level meter meeting the standards prescribed by the American National Standards Institute. Noise may be measured where the noise is audible on complainant's property or on the right of way outside the complaint's property. Measurement location may be adjusted where line-of-sight or elevation may pose a challenge in determining if a nuisance exists.

Night. Shall mean from 10:01PM to 6:59AM

Noise disturbance. Any sound which annoys or disturbs, or which causes or tends to cause an adverse psychological or physiological effect upon, the sensibilities of a reasonable, prudent adult person; and unreasonably loud or disturbing noise which renders the enjoyment of life or property uncomfortable or interferes with public peace and comfort.

Noise level. The A-weighted sound pressure level in decibels (dBA)

Prima Facie noise disturbance / noise disturbance per se. The using, operating or permitting to be played, used or operated any sound production or reproduction device, radio, receiving set, musical instrument, drums, television set, loudspeakers and sound amplifiers or other machine or device for the producing or reproducing of sound in such a manner as to cause a noise disturbance. Any such activity shall create a noise disturbance per se if conducted above the sound levels permitted on the Sound Level Maximum chart, as measured at the property line, between the hours of 10:00 p.m. and 7:00 a.m. Sunday through Thursday, and between the hours of 11:30 p.m. and 7:00 a.m., Friday and Saturday. Measurement of noise above the levels specified for that district.

Property line. An imaginary line exterior to any enclosed structure, at the ground surface and its vertical extension, which separates the real property owned by one person from that owned by another person or entity.

Residential. Shall mean residential zoning districts as outlined in the city 's Composite Zoning Ordinance.

Responsible party. The homeowner or person in charge of the property in absence of homeowner for residential violations. In any construction the person operating the equipment or person performing the construction. The highest-level supervisor present at any commercial or industrial site.

School district events. Shall mean sporting events or other school events on school property. These do not require any city council approval unless they will be outside of the zone levels for more than 5 minutes at any time.

Sound level. The instantaneous sound pressure level measured in decibels obtained by the use of a sound level meter.

Sound level meter. An instrument which includes a microphone, amplifier, RMS detector, integrator or time average, output meter, and weighting network used to measure sound pressure levels conforming to type 1 or type 2 standards as specified in the latest version of the American National Standards Institute specifications for sound level meters (ANSI Standard S1.4-1983).

Vibration perception threshold. means the minimum ground-borne or structure-borne vibration necessary to cause a reasonable person to be aware of the vibration by such direct means as, but not limited to, sensation by touch or visual observation of moving objects.

Sec. 8.04.002. Generally Purpose.

(a) ~~(a)~~ — Maximum Sound Levels

District	Day	Night
Residential	65 dBA or 10 dBA above background noise, whichever is lower	55 dBA or 5 dBA above background noise, whichever is lower
Commercial/mixed use	70 dBA or 10 dBA above background noise, whichever is lower	60 dBA or 5 dBA above background noise, whichever is lower
Industrial	75 dBA or 10 dBA above background noise, whichever is lower	65 dBA or 5 dBA above background noise, whichever is lower
School district events	10 AM - 12 AM	
	85 dBA	
Entertainment Zone	10 AM - 1 AM	
	85 dBA	
Special Event Permit	10 AM - 12 AM	
	85 dBA	

(b) Enforcement. The provisions of this chapter may be enforced by police officers, code enforcement and such other persons as are designated by the city. Nothing herein is intended to or shall preempt any statutory duty or authority of any federal, state, or local entity or official charged with enforcement. The responsible party may be cited under this ordinance.

(c) Radios, television sets, musical instruments, amplifiers and similar devices.

a. The using, operating or permitting to be played, used or operated any sound production or reproduction device, radio, receiving set, musical instrument, drums, phonograph, television set, loudspeakers and sound amplifiers or other machine or device for the

producing or reproducing of sound in such a manner as to cause a noise disturbance. Any such activity shall create a noise disturbance per se if conducted between the hours of 10:00 p.m. and 7:00 a.m. Sunday through Thursday, and between the hours of 11:30 p.m. and 7:00 a.m., Friday and Saturday.

~~(a) Offenses; declaration of nuisance. Any unreasonably loud, disturbing or unnecessary noise which causes material distress, discomfort or injury to persons of ordinary sensibilities in the immediate vicinity thereof, or any noise of such character, intensity and continued duration which substantially interferes with the comfortable enjoyment of private homes by persons of ordinary sensibilities, is prohibited after the effective date hereof, and is hereby declared to be a nuisance. The following acts, among others, are declared to come within the purview of this article and to be nuisances within the meaning hereof, but said enumeration shall not be deemed to be exclusive, such acts being as follows:~~

~~(b) (1) The playing of any radio, phonograph or other musical instrument in such manner or with such volume, particularly during the hours from 10:00 p.m. until 7:00 a.m., as to annoy or disturb the quiet, comfort or repose of persons of ordinary sensibilities in any dwelling, hotel or other type residence;~~

a.b. (2) — The use of any stationary loudspeaker or amplifier, particularly during the hours from 10:00 p.m. until 7:00 a.m., to produce a noise or sound of such intensity that annoys or disturbs persons of ordinary sensibilities in the immediate vicinity thereof; provided, however, that nothing herein shall be construed to prohibit the infrequent use of a loudspeaker or amplifier for periods of short duration by a religious organization or association in the playing of music where the intensity of same does not annoy or disturb such persons;

~~(3) The keeping of any animal or fowl which, by causing frequent or long continued noise, disturbs the comfort or repose of persons of ordinary sensibilities in the immediate vicinity thereof;~~

(d) Vehicle or Mechanical Equipment Noise

b.a. (4) — The continued or frequent sounding of any horn or other signal device on any automobile or other vehicle except as a danger or warning signal, or the creation by means of any such signal device of any unreasonably loud or harsh noise for any unnecessary purpose or unreasonable period of time;

c.b. (5) — The blowing of any steam whistle attached to any stationary boiler, except when giving notice of the time to commence or stop-work, or as a warning of danger;

d.c. (6) — The discharge into the open air of the exhaust of any fixed and stationary steam engine, stationary internal combustion engine, or motor vehicle or boat engine, except through an exhaust system in good working order and in constant operation to prevent excessive or unusual noise; provided that this subsection shall not apply to trains and locomotives;

d. (7) — The use of any mechanical device operated by compressed air, unless the noise level to be created thereby has been effectively muffled and reduced to be compliant with this ordinance.;

~~(c)~~(e) Areas where noise should be minimized

- a. ~~(8)~~ — The creation of any excessive or unreasonable noise on any street or premises adjacent to any school, place of religious worship, or other institution of learning while the same is in session, or any hospital, which unreasonably interferes with the operation or use of any such institution;

~~(d)~~(f) Vendors and Places of Business

- a. ~~(9)~~ — The raucous shouting or crying of peddlers, hawkers or vendors which unreasonably disturbs the peace and quiet of any neighborhood;
- b. ~~(10)~~ — The use of any drum, loudspeaker or other instrument or device for the purpose of attracting attention by the creation of noise to any performance, show or sale of merchandise;

(g) Construction, Demolition, Maintenance Work

- a. Operating or permitting to be operated any equipment used in construction, maintenance, repair, alteration or demolition work on buildings, structures, streets, alleys, lawns, golf courses or appurtenances thereto and/or the erection, including excavation, demolition, alteration or repair of any building, in such a manner as to cause a noise disturbance, except as specifically exempted. Exemptions apply to the time component only and does not exempt the operating from staying below the noise level allowed for that type of zone. Any such activity shall create a prima facie noise disturbance if conducted between the hours of 9:00 p.m. and 7:00 a.m.
- b. Administrative exemptions: The city engineer may grant an exemption to allow for any emergency work needed, for concrete placements for city projects, and construction or work in a city right of way or city easements between the hours of 9:00 p.m. and 7:00 a.m. if in the engineer's judgment delay will cause an adverse impact to public safety. Also allowed for concrete placement if any of the following conditions apply:
1. The concrete placement or construction will take longer than four hours.
 2. The heat index for the requested day is forecast to be above 100 degrees by noon.
 3. The work will take place in the public right of way or a public easement.
- c. City council exceptions:
1. Approval may be granted with an exemption to allow for concrete placements between the hours of 9:00 p.m. and 7:00 a.m. if all of the following conditions apply:
 - i. The project construction is within six hundred feet (600') of any occupied residential structure, or that generates, produces or results in any noise or sound that may be heard at the property line of any occupied residential structure.
 - ii. The concrete placement will take longer than four hours.
 - iii. The heat index for the requested day is forecast to be above 100 degrees by noon.
 - iv. The concrete placement will not be above the noise limits for the zone, with the exception of occasional vehicle noise.
 - v. The concrete placement outside of the regular hours shall not last more than three (3) consecutive days

vi. Public notice in the form of a door hanger is provided by the developer to all residential properties within six hundred (600') feet a minimum of forty-eight (48) hours prior to work.

2. Entertainment districts are adopted by city council.
3. Permits are granted by city council for any special permit event that will be above the noise limits for the special event permit
4. Emergency preparation exceptions: generators may be run above the maximum noise level for the district to charge a generator. Owners should target times that would be least disruptive to neighbors.
5. Power outage: during power outages generators may be run above the maximum noise level for the district to handle the emergency situation.
6. Special event exceptions: See section 4.05 regarding requirements for and process to obtain a special event permit. The event does not need a city council permit if the noise will stay within the specified level.

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

~~(12) The keeping of any animal or fowl which barks, whines, meows, howls, crows, or makes other annoying noises in excess of 30 minutes between the hours of 10:00 p.m. and 7:00 a.m., disturbing the comfort or repose of persons of ordinary sensibilities in the immediate vicinity thereof; and~~

~~(13) The keeping of any animal or fowl which barks, whines, meows, howls, crows, or makes other excessive and annoying noises near the residence of another person, disturbing the comfort or repose of persons of ordinary sensibilities in the immediate vicinity thereof.~~

- (b) Penalty. Any person, firm or corporation violating any provision of this section shall be fined in accordance with the general penalty provision found in section 1.01.009 of this Code.
- (c) Complaint procedure. Citizens who witness violations(s) of this section are authorized to file a complaint with the city municipal court. The municipal court judge shall specify the affidavit to be used by complainants.

~~(d) *Prima facie evidence of violation.* It shall be prima facie evidence that the noise is unreasonably loud, disturbing and unlawful if the noise creates a vibration which is above the vibration perception threshold of an individual at or beyond the property of the source if on private property or at 50 feet or more from the source if in a public right-of-way. For purposes of this subsection, the term "vibration perception threshold" means the minimum ground-borne or structure-borne vibration necessary to cause a reasonable person to be aware of the vibration by such direct means as, but not limited to, sensation by touch or visual observation of moving objects. It shall also be prima facie evidence that the noise is unreasonably loud, disturbing and unlawful if the noise exceeds a decibel level of 85 after the person making the noise receives notice from a~~

~~magistrate or peace officer that the noise is a public nuisance, and the instrument measuring the noise level is held 25 feet or more from the source of the noise.
(2003 Code, sec. 8.601)~~

CHAPTER 8 – OFFENSES & NUISANCES

ARTICLE 8.04. NOISE

Sec. 8.04.001. Definitions.

- (a) Definitions: The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. City means the City of Leander employees or any authorized representative of the city.

Audible. means any sound or noise from any source that can be clearly heard by a person with normal hearing faculties from the real property line of the source of the sound or noise.

Commercial. Shall mean, for the purposes of this article, commercial zoning districts as outlined in the city's zoning ordinance, as amended. This includes, but is not limited to LO, LC, GC, and HC.

Construction. Any site preparation, assembly, erection, substantial repair, alteration, or similar action, excluding demolition of public or private right-of-way surfaces, structures, utilities or similar property.

Day. Shall mean from 7:00 AM to 10:00 PM

Decibel (dB). The unit of measurement for sound pressure level at a specified location.

dBA. The sound pressure level in decibels as measured on a sound level meter using the A-weighting network as designated and defined by the American National Standards Institute.

Demolition. Any dismantling, intentional destruction or removal of public or private right-of-way surfaces, structures, utilities or similar property.

Device. Any mechanism which is intended to produce, or which actually produces, noise when operated or handled.

Emergency work. Means any work or action necessary to deliver essential services including work on water, gas, electric, telephone, sewer facilities, or public transportation facilities, removing fallen trees from rights-of-way, or abating life threatening conditions. Timing on when the work or action needs to take place to minimize inconvenience such as shutting down roadways may also qualify an activity as emergency work.

Entertainment District. Shall mean any area adopted as entertainment by City Council.

Evidence of violation. It shall be prima facie evidence that the noise is unreasonably loud, disturbing and unlawful if the noise creates a vibration which is above the vibration perception threshold of an individual at or beyond the property of the source if on private property or at 50 feet or more from the source if in a public right-of-way.

Industrial District. Shall mean industrial zoning districts as outlined in the city's zoning ordinance. This includes HC and HI.

Measurement of noise. Measurement of noise shall be made with a sound level meter meeting the standards prescribed by the American National Standards Institute. Noise may be measured where the noise is audible on complainant's property or on the right of way outside the complaint's property. Measurement location may be adjusted where line-of-sight or elevation may pose a challenge in determining if a nuisance exists.

Night. Shall mean from 10:01PM to 6:59AM

Noise disturbance. Any sound which annoys or disturbs, or which causes or tends to cause an adverse psychological or physiological effect upon, the sensibilities of a reasonable, prudent adult person; and unreasonably loud or disturbing noise which renders the enjoyment of life or property uncomfortable or interferes with public peace and comfort.

Noise level. The A-weighted sound pressure level in decibels (dBA)

Prima Facie noise disturbance / noise disturbance per se. The using, operating or permitting to be played, used or operated any sound production or reproduction device, radio, receiving set, musical instrument, drums, television set, loudspeakers and sound amplifiers or other machine or device for the producing or reproducing of sound in such a manner as to cause a noise disturbance. Any such activity shall create a noise disturbance per se if conducted above the sound levels permitted on the Sound Level Maximum chart, as measured at the property line, between the hours of 10:00 p.m. and 7:00 a.m. Sunday through Thursday, and between the hours of 11:30 p.m. and 7:00 a.m., Friday and Saturday. Measurement of noise above the levels specified for that district.

Property line. An imaginary line exterior to any enclosed structure, at the ground surface and its vertical extension, which separates the real property owned by one person from that owned by another person or entity.

Residential. Shall mean residential zoning districts as outlined in the city 's Composite Zoning Ordinance.

Responsible party. The homeowner or person in charge of the property in absence of homeowner for residential violations. In any construction the person operating the equipment or person performing the construction. The highest-level supervisor present at any commercial or industrial site.

School district events. Shall mean sporting events or other school events on school property. These do not require any city council approval unless they will be outside of the zone levels for more than 5 minutes at any time.

Sound level. The instantaneous sound pressure level measured in decibels obtained by the use of a sound level meter.

Sound level meter. An instrument which includes a microphone, amplifier, RMS detector, integrator or time average, output meter, and weighting network used to measure sound

pressure levels conforming to type 1 or type 2 standards as specified in the latest version of the American National Standards Institute specifications for sound level meters (ANSI Standard S1.4-1983).

Vibration perception threshold. means the minimum ground-borne or structure-borne vibration necessary to cause a reasonable person to be aware of the vibration by such direct means as, but not limited to, sensation by touch or visual observation of moving objects.

Sec. 8.04.002. Purpose.

(a) Maximum Sound Levels

District	Day	Night
Residential	65 dBA or 10 dBA above background noise, whichever is lower	55 dBA or 5 dBA above background noise, whichever is lower
Commercial/mixed use	70 dBA or 10 dBA above background noise, whichever is lower	60 dBA or 5 dBA above background noise, whichever is lower
Industrial	75 dBA or 10 dBA above background noise, whichever is lower	65 dBA or 5 dBA above background noise, whichever is lower
School district events	10 AM - 12 AM	
	85 dBA	
Entertainment Zone	10 AM - 1 AM	
	85 dBA	
Special Event Permit	10 AM - 12 AM	
	85 dBA	

- (b) Enforcement. The provisions of this chapter may be enforced by police officers, code enforcement and such other persons as are designated by the city. Nothing herein is intended to or shall preempt any statutory duty or authority of any federal, state, or local entity or official charged with enforcement. The responsible party may be cited under this ordinance.
- (c) Radios, television sets, musical instruments, amplifiers and similar devices.
- The using, operating or permitting to be played, used or operated any sound production or reproduction device, radio, receiving set, musical instrument, drums, phonograph, television set, loudspeakers and sound amplifiers or other machine or device for the producing or reproducing of sound in such a manner as to cause a noise disturbance. Any such activity shall create a noise disturbance per se if conducted between the hours of 10:00 p.m. and 7:00 a.m. Sunday through Thursday, and between the hours of 11:30 p.m. and 7:00 a.m., Friday and Saturday.
 - The use of any stationary loudspeaker or amplifier, particularly during the hours from 10:00 p.m. until 7:00 a.m., to produce a noise or sound of such intensity that annoys or

disturbs persons of ordinary sensibilities in the immediate vicinity thereof; provided, however, that nothing herein shall be construed to prohibit the infrequent use of a loudspeaker or amplifier for periods of short duration by a religious organization or association in the playing of music where the intensity of same does not annoy or disturb such persons;

(d) Vehicle or Mechanical Equipment Noise

- a. The continued or frequent sounding of any horn or other signal device on any automobile or other vehicle except as a danger or warning signal, or the creation by means of any such signal device of any unreasonably loud or harsh noise for any unnecessary purpose or unreasonable period of time;
- b. The blowing of any steam whistle attached to any stationary boiler, except when giving notice of the time to commence or stop-work, or as a warning of danger;
- c. The discharge into the open air of the exhaust of any fixed and stationary steam engine, stationary internal combustion engine, or motor vehicle or boat engine, except through an exhaust system in good working order and in constant operation to prevent excessive or unusual noise; provided that this subsection shall not apply to trains and locomotives;
- d. The use of any mechanical device operated by compressed air, unless the noise level has been effectively muffled and reduced to be compliant with this ordinance.

(e) Areas where noise should be minimized

- a. The creation of any excessive or unreasonable noise on any street or premises adjacent to any school, place of religious worship, or other institution of learning while the same is in session, or any hospital, which unreasonably interferes with the operation or use of any such institution;

(f) Vendors and Places of Business

- a. The raucous shouting or crying of peddlers, hawkers or vendors which unreasonably disturbs the peace and quiet of any neighborhood;
- b. The use of any drum, loudspeaker or other instrument or device for the purpose of attracting attention by the creation of noise to any performance, show or sale of merchandise;

(g) Construction, Demolition, Maintenance Work

- a. Operating or permitting to be operated any equipment used in construction, maintenance, repair, alteration or demolition work on buildings, structures, streets, alleys, lawns, golf courses or appurtenances thereto and/or the erection, including excavation, demolition, alteration or repair of any building, in such a manner as to cause a noise disturbance, except as specifically exempted. Exemptions apply to the time component only and does not exempt the operating from staying below the noise level allowed for that type of zone. Any such activity shall create a prima facie noise disturbance if conducted between the hours of 9:00 p.m. and 7:00 a.m.
- b. Administrative exemptions: The city engineer may grant an exemption to allow for any emergency work needed, for concrete placements for city projects, and construction or work in a city right of way or city easements between the hours of 9:00 p.m. and 7:00 a.m. if in the engineer's judgment delay will cause an adverse impact to public safety. Also allowed for concrete placement if any of the following conditions apply:

1. The concrete placement or construction will take longer than four hours.
2. The heat index for the requested day is forecast to be above 100 degrees by noon.
3. The work will take place in the public right of way or a public easement.

c. City council exceptions:

1. Approval may be granted with an exemption to allow for concrete placements between the hours of 9:00 p.m. and 7:00 a.m. if all of the following conditions apply:
 - i. The project construction is within six hundred feet (600') of any occupied residential structure, or that generates, produces or results in any noise or sound that may be heard at the property line of any occupied residential structure.
 - ii. The concrete placement will take longer than four hours.
 - iii. The heat index for the requested day is forecast to be above 100 degrees by noon.
 - iv. The concrete placement will not be above the noise limits for the zone, with the exception of occasional vehicle noise.
 - v. The concrete placement outside of the regular hours shall not last more than three (3) consecutive days
 - vi. Public notice in the form of a door hanger is provided by the developer to all residential properties within six hundred (600') feet a minimum of forty-eight (48) hours prior to work.
2. Entertainment districts are adopted by city council.
3. Permits are granted by city council for any special permit event that will be above the noise limits for the special event permit
4. Emergency preparation exceptions: generators may be run above the maximum noise level for the district to charge a generator. Owners should target times that would be least disruptive to neighbors.
5. Power outage: during power outages generators may be run above the maximum noise level for the district to handle the emergency situation.
6. Special event exceptions: See section 4.05 regarding requirements for and process to obtain a special event permit. The event does not need a city council permit if the noise will stay within the specified level.

(h) Penalty. Any person, firm or corporation violating any provision of this section shall be fined in accordance with the general penalty provision found in section 1.01.009 of this Code.

(i) Complaint procedure. Citizens who witness violations(s) of this section are authorized to file a complaint with the city municipal court. The municipal court judge shall specify the affidavit to be used by complainants.

	Current	Requested change	Reason
8.04.001	Generally		
		Definitions	add section title
		The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. City means the City of Leander employees or any authorized representative of the city.	Clarification for definitions
		<u>Audible</u> . means any sound or noise from any source that can be clearly heard by a person with normal hearing faculties from the real property line of the source of the sound or noise.	add new definition
		<u>Commercial</u> . Shall mean, for the purposes of this article, commercial zoning districts as outlined in the city's zoning ordinance, as amended. This includes, but is not limited to LO, LC, GC, and HC.	To be able to limit maximum noise levels by district
		<u>Construction</u> . Any site preparation, assembly, erection, substantial repair, alteration, or similar action, excluding demolition of public or private right-of-way surfaces, structures, utilities or similar property.	add new definition
		<u>Day</u> . Shall mean from 7:00 AM to 10:00 PM	To be able to limit maximum noise levels by district
		<u>Decibel (dB)</u> . The unit of measurement for sound pressure level at a specified location.	add new definition
		<u>dBA</u> . The sound pressure level in decibels as measured on a sound level meter using the A-weighting network as designated and defined by the American National Standards Institute.	add new definition
		<u>Demolition</u> . Any dismantling, intentional destruction or removal of public or private right-of-way surfaces, structures, utilities or similar property.	add new definition
		<u>Device</u> . Any mechanism which is intended to produce, or which actually produces, noise when operated or handled.	add new definition
		<u>Emergency work</u> . Means any work or action necessary to deliver essential services including work on water, gas, electric, telephone, sewer facilities, or public transportation facilities, removing fallen trees from rights-of-way, or abating life threatening conditions. Timing on when the work or action needs to take place to minimize inconvenience such as shutting down roadways may also qualify an activity as emergency work.	add new definition
		<u>Entertainment district</u> . Shall mean any area adopted as entertainment by city council.	To be able to limit maximum noise levels by district

	Current	Requested change	Reason
		<u>Evidence of violation.</u> It shall be prima facie evidence that the noise is unreasonably loud, disturbing and unlawful if the noise creates a vibration which is above the vibration perception threshold of an individual at or beyond the property of the source if on private property or at 50 feet or more from the source if in a public right-of-way.	moved from d and updated for measurement location *
		<u>Industrial district.</u> Shall mean industrial zoning districts as outlined in the city's zoning ordinance. This includes HC and HI.	To be able to limit maximum noise levels by district
		<u>Measurement of noise.</u> Measurement of noise shall be made with a sound level meter meeting the standards prescribed by the American National Standards Institute. Noise may be measured where the noise is audible on complainant's property or on the right of way outside the complaint's property. Measurement location may be adjusted where line-of-sight or elevation may pose a challenge in determining if a nuisance exists.	add new definition
		<u>Night.</u> Shall mean from 10:01PM to 6:59AM	To be able to limit maximum noise levels by district
		<u>Noise disturbance.</u> Any sound which annoys or disturbs, or which causes or tends to cause an adverse psychological or physiological effect upon, the sensibilities of a reasonable, prudent adult person; and unreasonably loud or disturbing noise which renders the enjoyment of life or property uncomfortable or interferes with public peace and comfort.	add new definition
		<u>Noise level.</u> The A-weighted sound pressure level in decibels (dBA)	To be able to limit maximum noise levels by district
		<u>Prima Facia noise disturbance / noise disturbance per se.</u> The using, operating or permitting to be played, used or operated any sound production or reproduction device, radio, receiving set, musical instrument, drums, television set, loudspeakers and sound amplifiers or other machine or device for the producing or reproducing of sound in such a manner as to cause a noise disturbance. Any such activity shall create a noise disturbance per se if conducted above the sound levels permitted on the Sound Level Maximum chart, as measured at the property line, between the hours of 10:00 p.m. and 7:00 a.m. Sunday through Thursday, and between the hours of 11:30 p.m. and 7:00 a.m., Friday and Saturday. Measurement of noise above the levels specified for that district.	add new definition
		<u>Property line.</u> An imaginary line exterior to any enclosed structure, at the ground surface and its vertical extension, which separates the real property owned by one person from that owned by another person or entity.	add new definition

	Current	Requested change	Reason
		<u>Residential</u> . Shall mean residential zoning districts as outlined in the city's composite zoning ordinance.	To be able to limit maximum noise levels by district
		<u>Responsible party</u> . The homeowner or person in charge of the property in absence of homeowner for residential violations. In any construction the person operating the equipment or person performing the construction. The highest level supervisor present at any commercial or industrial site.	add new definition
		<u>School district events</u> . Shall mean sporting events or other school events on school property. These do not require any city council approval unless they will be outside of the zone levels for more than 5 minutes at any time.	add new definition *
		<u>Sound level</u> . The instantaneous sound pressure level measured in decibels obtained by the use of a sound level meter.	add new definition
		<u>Sound level meter</u> . An instrument which includes a microphone, amplifier, RMS detector, integrator or time average, output meter, and weighting network used to measure sound pressure levels conforming to type 1 or type 2 standards as specified in the latest version of the American National Standards Institute specifications for sound level meters (ANSI Standard S1.4-1983).	add new definition
		<u>Vibration perception threshold</u> . means the minimum ground-borne or structure-borne vibration necessary to cause a reasonable person to be aware of the vibration by such direct means as, but not limited to, sensation by touch or visual observation of moving objects.	add new definition
		<u>Purpose</u>	add section title
a	Offenses; declaration of nuisance. Any unreasonably loud, disturbing or unnecessary noise which causes material distress, discomfort or injury to persons of ordinary sensibilities in the immediate vicinity thereof, or any noise of such character, intensity and continued duration which substantially interferes with the comfortable enjoyment of private homes by persons of ordinary sensibilities, is prohibited after the effective date hereof, and is hereby declared to be a nuisance. The following acts, among others, are declared to come within the purview of this article and to be nuisances within the meaning hereof, but said enumeration shall not be deemed to be exclusive, such acts being as follows:		moved to prima facie definition
b		see maximum sound levels	updated per rest of changes

	Current	Requested change	Reason
c		Enforcement. The provisions of this chapter may be enforced by police officers, code enforcement and such other persons as are designated by the city. Nothing herein is intended to or shall preempt any statutory duty or authority of any federal, state, or local entity or official charged with enforcement. The responsible party may be cited under this ordinance.	add clear enforcement ability
		Radios, television sets, musical instruments, amplifiers and similar devices.	add section title
1	The playing of any radio, phonograph or other musical instrument in such manner or with such volume, particularly during the hours from 10:00 p.m. until 7:00 a.m., as to annoy or disturb the quiet, comfort or repose of persons of ordinary sensibilities in any dwelling, hotel or other type residence;	The using, operating or permitting to be played, used or operated any sound production or reproduction device, radio, receiving set, musical instrument, drums, phonograph, television set, loudspeakers and sound amplifiers or other machine or device for the producing or reproducing of sound in such a manner as to cause a noise disturbance. Any such activity shall create a noise disturbance per se if conducted between the hours of 10:00 p.m. and 7:00 a.m. Sunday through Thursday, and between the hours of 11:30 p.m. and 7:00 a.m., Friday and Saturday.	updated per rest of changes
2	The use of any stationary loudspeaker or amplifier, particularly during the hours from 10:00 p.m. until 7:00 a.m., to produce a noise or sound of such intensity that annoys or disturbs persons of ordinary sensibilities in the immediate vicinity thereof; provided, however, that nothing herein shall be construed to prohibit the infrequent use of a loudspeaker or amplifier for periods of short duration by a religious organization or association in the playing of music where the intensity of same does not annoy or disturb such persons;	Nothing herein shall be construed to prohibit the infrequent use of a loudspeaker or amplifier for periods of short duration by a religious organization or association in the playing of music where the intensity of same does not annoy or disturb such persons;	Recommend reducing this section to just this exception
3	The keeping of any animal or fowl which, by causing frequent or long-continued noise, disturbs the comfort or repose of persons of ordinary sensibilities in the immediate vicinity thereof;		Recommend removal, covered by 2.03.006 nuisance animals - allows animal services to enforce
		Vehicle or mechanical equipment noise	add section title
4	The continued or frequent sounding of any horn or other signal device on any automobile or other vehicle except as a danger or warning signal, or the creation by means of any such signal device of any unreasonably loud or harsh noise for any unnecessary purpose or unreasonable period of time;	The continued or frequent sounding of any horn or other signal device on any automobile or other vehicle except as a danger or warning signal, or the creation by means of any such signal device of any unreasonably loud or harsh noise for any unnecessary purpose or unreasonable period of time;	
5	The blowing of any steam whistle attached to any stationary boiler, except when giving notice of the time to commence or stop-work, or as a warning of danger;	The blowing of any steam whistle attached to any stationary boiler, except when giving notice of the time to commence or stop-work, or as a warning of danger;	

	Current	Requested change	Reason
6	The discharge into the open air of the exhaust of any fixed and stationary steam engine, stationary internal combustion engine, or motor vehicle or boat engine, except through an exhaust system in good working order and in constant operation to prevent excessive or unusual noise; provided that this subsection shall not apply to trains and locomotives;	The discharge into the open air of the exhaust of any fixed and stationary steam engine, stationary internal combustion engine, or motor vehicle or boat engine, except through an exhaust system in good working order and in constant operation to prevent excessive or unusual noise; provided that this subsection shall not apply to trains and locomotives;	
7	The use of any mechanical device operated by compressed air, unless the noise to be created thereby has been effectively muffled and reduced;	The use of any mechanical device operated by compressed air, unless the noise level has been effectively reduced to be compliant with this ordinance ;	clarify, replacing words to be clear
		Areas where noise should be minimized	add section title
8	The creation of any excessive or unreasonable noise on any street or premises adjacent to any school, place of religious worship, or other institution of learning while the same is in session, or any hospital, which unreasonably interferes with the operation or use of any such institution;	The creation of any excessive or unreasonable noise on any street or premises adjacent to any school, place of religious worship, or other institution of learning while the same is in session, or any hospital, which unreasonably interferes with the operation or use of any such institution;	
		Vendors and places of business	add section title
9	The raucous shouting or crying of peddlers, hawkers or vendors which unreasonably disturbs the peace and quiet of any neighborhood;	The raucous shouting or crying of peddlers, hawkers or vendors which unreasonably disturbs the peace and quiet of any neighborhood;	
10	The use of any drum, loudspeaker or other instrument or device for the purpose of attracting attention by the creation of noise to any performance, show or sale of merchandise;	The use of any drum, loudspeaker or other instrument or device for the purpose of attracting attention by the creation of noise to any performance, show or sale of merchandise;	
		Construction, demolition, maintenance work	add section title
11	The excavation or grading of land, or the erection, construction, demolition or alteration of any building or structure, between the hours of 9:00 p.m. and 7:00 a.m., within six hundred feet (600') of any occupied residential structure, or that generates, produces or results in any noise or sound that may be heard at the property line of any occupied residential structure; provided that this subsection shall not apply to any such work, construction, repairs or alterations that constitute an urgent necessity for the benefit and interest of the public safety, health or general welfare, e.g., repairs and emergency installations by any public utility, or to any excavation, erection, construction, demolition or alteration authorized by the city council to be undertaken between the hours of 9:00 p.m. and 7:00 a.m.;	Operating or permitting to be operated any equipment used in construction, maintenance, repair, alteration or demolition work on buildings, structures, streets, alleys, lawns, golf courses or appurtenances thereto and/or the erection, including excavation, demolition, alteration or repair of any building , in such a manner as to cause a noise disturbance, except as specifically exempted. Exemptions apply to the time component only and does not exempt the operating from staying below the noise level allowed for that type of zone. Any such activity shall create a prima facie noise disturbance if conducted between the hours of 9:00 p.m. and 7:00 a.m.	updated per rest of changes

	Current	Requested change	Reason
		<u>Administrative exemptions:</u> The city engineer may grant an exemption to allow for any emergency work needed, for concrete placements for city projects, and construction or work in a city right of way or city easements between the hours of 9:00 p.m. and 7:00 a.m. if in the engineer's judgment delay will cause an adverse impact to public safety. Also allowed for concrete placement if any of the following conditions apply:	add ability for engineering to approve
		1. The concrete placement or construction will take longer than four hours.	add ability for engineering to approve
		2. The heat index for the requested day is forecast to be above 100 degrees by noon.	add ability for engineering to approve
		3. The work will take place in the public right of way or a public easement.	add ability for engineering to approve
		<u>City council exceptions:</u>	
		Approval may be grant with an exemption to allow for concrete placements between the hours of 9:00 p.m. and 7:00 a.m. if all of the following conditions apply:	add ability for city council to allow overnight projects
		1. The project construction is within six hundred feet (600') of any occupied residential structure, or that generates, produces or results in any noise or sound that may be heard at the property line of any occupied residential structure.	add ability for city council to allow overnight projects
		2. The concrete placement will take longer than four hours.	add ability for city council to allow overnight projects
		3. The heat index for the requested day is forecast to be above 100 degrees by noon.	add ability for city council to allow overnight projects
		4. The concrete placement will not be above the noise limits for the zone, with the exception of occasional vehicle noise.	add ability for city council to allow overnight projects
		5. The concrete placement outside of the regular hours shall not last more than three (3) consecutive days	add ability for city council to allow overnight projects
		6. Public notice in the form of a door hanger is provided by the developer to all residential properties within six hundred (600') feet a minimum of forty-eight (48) hours prior to work.	add ability for city council to allow overnight projects
		Entertainment districts are adopted by city council.	add ability for city council to approve
		Permits are granted by city council for any special permit event that will be above the noise limits for the special event permit	

	Current	Requested change	Reason
		Emergency preparation exceptions : generators may be run above the maximum noise level for the district to charge a generator. Owners should target times that would be least disruptive to neighbors.	
		Power outage : during power outages generators may be run above the maximum noise level for the district to handle the emergency situation.	
		Special event exceptions :	
		See section 4.05 regarding requirements for and process to obtain a special event permit. The event does not need a city council permit if the noise will stay within the specified level.	Added reference
12	The keeping of any animal or fowl which barks, whines, meows, howls, crows, or makes other annoying noises in excess of thirty (30) minutes between the hours of 10:00 p.m. and 7:00 a.m., disturbing the comfort or repose of persons of ordinary sensibilities in the immediate vicinity thereof; and		Recommend removal, covered by 2.03.006 nuisance animals - allows animal services to enforce
13	The keeping of any animal or fowl which barks, whines, meows, howls, crows, or makes other excessive and annoying noises near the residence of another person, disturbing the comfort or repose of persons of ordinary sensibilities in the immediate vicinity thereof.		Recommend removal, covered by 2.03.006 nuisance animals - allows animal services to enforce
b	Penalty. Any person, firm or corporation violating any provision of this section shall be fined in accordance with the general penalty provision found in section 1.01.009 of this code.	Penalty. Any person, firm or corporation violating any provision of this section shall be fined in accordance with the general penalty provision found in section 1.01.009 of this code.	
c	Complaint procedure. Citizens who witness violations(s) of this section are authorized to file a complaint with the city municipal court. The municipal court judge shall specify the affidavit to be used by complainants.	Complaint procedure. Citizens who witness violations(s) of this section are authorized to file a complaint with the city municipal court. The municipal court judge shall specify the affidavit to be used by complainants. Citizens filling out complaint forms may be asked to testify in any enforcement proceedings.	updated to clarify

	Current	Requested change	Reason
d	Prima facie evidence of violation. It shall be prima facie evidence that the noise is unreasonably loud, disturbing and unlawful if the noise creates a vibration which is above the vibration perception threshold of an individual at or beyond the property of the source if on private property or at 50 feet or more from the source if in a public right-of-way. For purposes of this subsection, the term “vibration perception threshold” means the minimum ground-borne or structure-borne vibration necessary to cause a reasonable person to be aware of the vibration by such direct means as, but not limited to, sensation by touch or visual observation of moving objects. It shall also be prima facie evidence that the noise is unreasonably loud, disturbing and unlawful if the noise exceeds a decibel level of eighty-five (85) after the person making the noise receives notice from a magistrate or peace officer that the noise is a public nuisance, and the instrument measuring the noise level is held twenty-five (25) feet or more from the source of the noise.		recommend moving to definitions

(2003 Code, sec. 8.601)

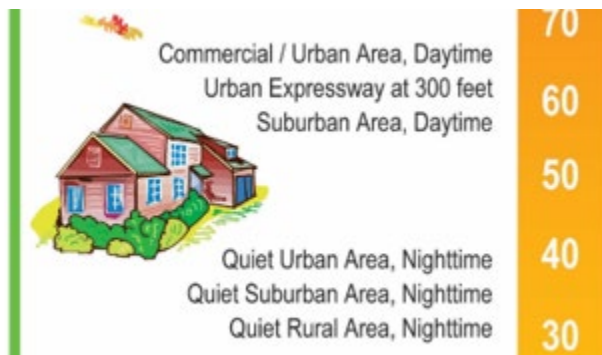
Overview of sounds at distances



Source: URS Corporation, 2008

The requested maximum sound levels are consistent with other cities using this type of strategy around this area and in the Dallas Fort Worth area and a little higher than the chart:

District	Day	Night
Residential	65 dBA or 10 dBA above background noise, whichever is lower	55 dBA or 5 dBA above background noise, whichever is lower



But since distance reduces the level, we need to explain. This website has a calculator, [Distance Attenuation Calculator \(omnicalculator.com\)](https://omnicalculator.com/distance-attenuation)

Example, gas lawn mower outside

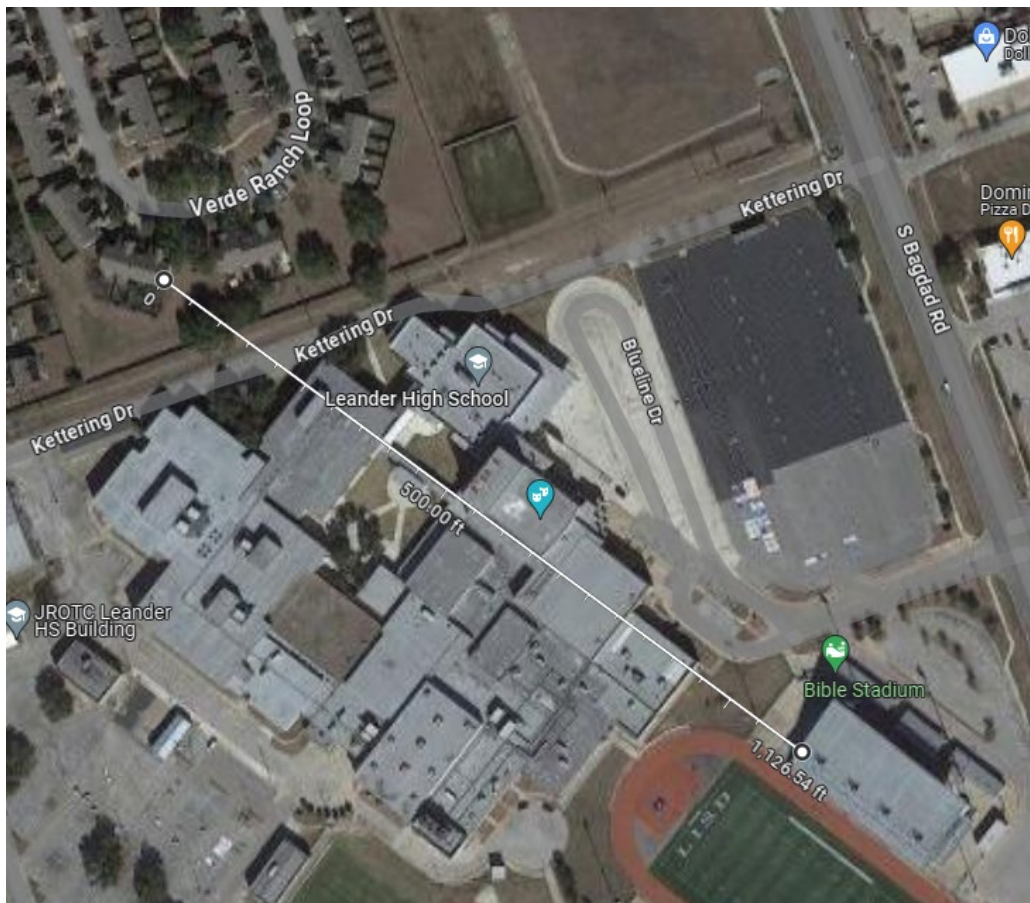
Point 1	
Distance from the source	3 ft ▼
Sound pressure level	90 dB
Point 2	
Distance from the source	50 ft ▼
Sound pressure level	65.56 dB
Sound level difference	
Difference in SPL	24.437 dB

Example construction sound at 90 dB at 10 feet from the source, will reduce to 63.98 dB at 200 ft from the source.

Point 1	
Distance from the source	10 ft ▼
Sound pressure level	90 dB

Point 2	
Distance from the source	200 ft ▼
Sound pressure level	63.98 dB

Example school district events. Maximum level set at 85 db. If 85 dB at 10 feet from speaker, the edge of the Verde Ranch Loop condo is approximately 1000 feet.

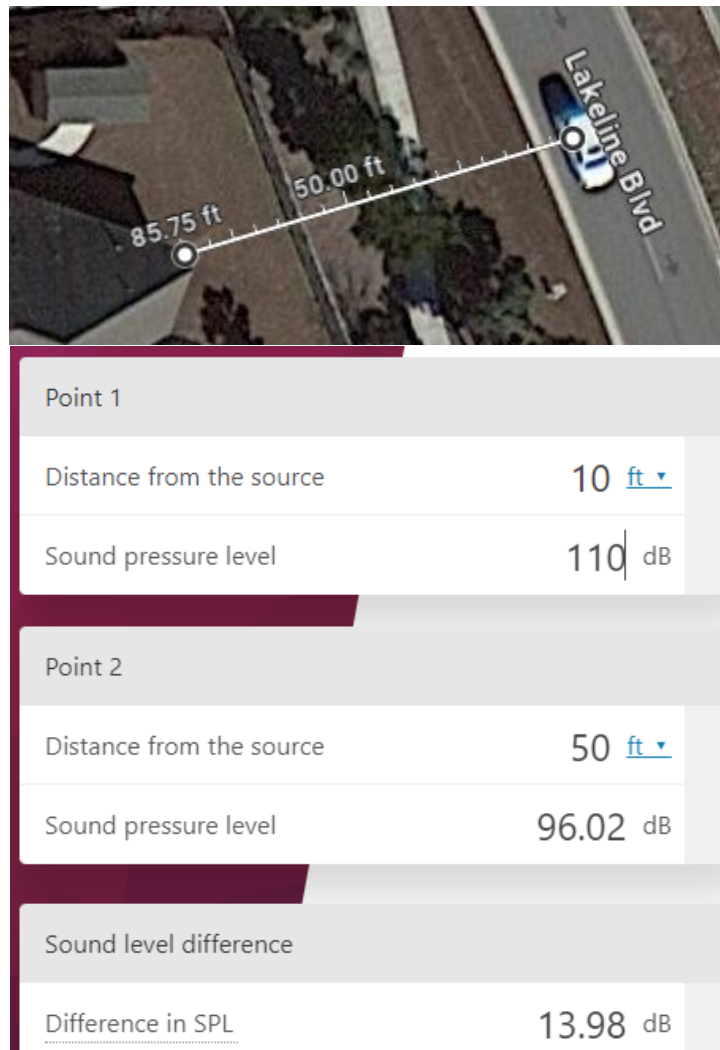


If 85 dB, then at the condos it is 45 dB. If some sounds get to 100 dB, then at the condos the short burst sound would be 60 dB.

Point 1	
Distance from the source	10 ft
Sound pressure level	85 dB
Point 2	
Distance from the source	1000 ft
Sound pressure level	45 dB
Sound level difference	
Difference in SPL	40 dB

Point 1	
Distance from the source	10 ft
Sound pressure level	100 dB
Point 2	
Distance from the source	1,000 ft
Sound pressure level	60 dB
Sound level difference	
Difference in SPL	40 dB

Example an ambulance outside on the street, heard from outside the house at 50 feet.



Sound waves are very different from light. Additional information is included here to provide background information.

Definition of sound

Sound consists of pressure waves running through the air. It can be described as energy, created by vibrations, transmitted through air or any other medium. The inner ear converts those vibrations into electric signals, which are sent to our brain, where they will be processed and perceived as the actual sound coming in.

These sound waves have two different characteristics:

- Frequency determines the tone of the sound.
- Decibel determines the intensity of sound.

Frequency: how sound waves travel

The wavelength determines the sound frequency. It is measured as the number of repetitive vibrations per cycle per second and is expressed in Hertz. The audible range of sound is between 20 to 20 000 Hz. The higher the frequency, the higher the tone.

Decibel: the intensity of sound

Decibel is a logarithmic unit to express the ratio of sound intensity (volume) and is important as an indicator of the background noise level. Humans can hear sounds between 0 and 140 decibels. The value of decibels has no direct or indirect correlation with the sound frequency.

For example, the ticking of a clock and the buzzing of a vacuum cleaner may have the same frequency but a different volume.

Attenuation: the reduction of the amplitude of sound – the intensity or energy of sound waves. This can be caused by distance or interference.

Distance does to sound what sunglasses do to sunlight – reduce it.

Understanding how sound waves travel through air and solid materials is the key to stopping it, but that's easier said than done. One reason we struggle with soundproofing is that we confuse sound with light. Although both are kinds of energy that travel in wave form, light waves have much shorter wavelengths than sounds and are far easier to block out: it's much simpler to make your house pitch black than completely quiet. Unlike nanoscopic light waves, long-wavelength sounds can bend (diffract) round corners and wriggle through the tiniest cracks and openings. More importantly, while light waves pass through only a handful of solid materials (such as transparent plastic and glass), sound energy will happily storm through most solids and emerge almost as loud the other side.

For example, sound travels through (solid) steel about 15 times faster than through (gaseous) air. It's often said that when engineers work in tunnels, they bang on metal pipes to communicate with colleagues because that's the quickest, most efficient way of transmitting sound. Prisoners reputedly signal to one another by banging on the pipes in a jail for the same reason. Whether those things really happen or not, or are just fun stories, I don't know, but the science is sound (no pun intended) at least. It's probably also worth remembering that if you're ever trapped somewhere and need rescuing, banging may be a better strategy than shouting for the same reason.

Sound Transmission Loss - or Attenuation - for some typical Building Elements

Sound Transmission Loss through Different Building Elements		
Building Element	Sound Transmission Loss Attenuation - STC Rating ¹⁾ - (dB)	Privacy
230 mm brickwork, plastered both sides	55	Shouting not audible
Standard 38- by 89-mm (nominal 2- by 4-in) wood studs with resilient channels nailed horizontally to both sides with 20-mm (5/8-in) gypsum wallboard screwed to channels on each side	50	Shouting barely audible
230 mm brickwork, plastered one side	48	
115 mm brickwork, plastered both sides	47	
100 mm timber studs, plasterboard both sides, quilt in cavity	46	Loud speech barely audible
6 mm double glazing, 100 mm air gap	44	
75 mm clinker concrete block, plastered both sides	44	
115 mm brickwork, plastered one side	43	
Two layers of 20-mm (5/8-in) gypsum wallboard nailed to both sides of standard 38- by 89-mm (nominal 2- by 4-in) studs	40	Loud speech audible but not intelligible
75 mm timber studs, plasterboard both sides	36	Loud speech audible and fairly understandable
6 mm single glazing	29	Normal speech audible but not intelligible
one layer plasterboard	25	Normal speech easily understood

References

[Understanding the basics of noise reduction | BuzziSpace](#)

[What is Attenuation? – Acoustic Fields](#)

[Soundproofing a room | Science of noise reduction \(explainthatstuff.com\)](#)

[Sound Transmission through Massive Walls or Floors \(engineeringtoolbox.com\)](#)

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

**AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, REPEALING
CHAPTER 8 – OFFENSES AND NUISANCES, ARTICLE 8.04.001
GENERALLY AND REPLACING WITH NEW ARTICLE 8.04.001
DEFINITIONS AND ADDING NEW ARTICLE 8.04.002 PURPOSE;
MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED
MATTERS; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City's Noise Ordinance is designed to regulate sound and noise through the use of objective standards to promote compliance and enforceability, which will enhance the public health and safety of the city; and

WHEREAS, the City Council desires to amend the ordinance in order to improve the ability to ensure compliance and enforcement with the ordinance, to reduce noise levels in residential areas resulting from noise created by activities on both nonresidential and residential properties after 10:00 p.m., and to make updates to the ordinance in response to new technology.

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. Noise Requirements. Article 8.04 of the City of Leander Code of Ordinances shall be amended to read as set forth in Exhibit "A" attached hereto and incorporated herein for all purposes.

SECTION 3. Savings Clause. All rights and remedies of the City of Leander are expressly saved as to any and all violations of the provisions of any ordinances affecting noise within the City which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

SECTION 4. Severability. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this ordinance of any such invalid phrase, clause, sentence, paragraph or section. If any provision of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid

provision, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 5. Effective Date. This ordinance shall take effect immediately from and after its passage.

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

PASSED AND APPROVED this the 15th day of February, 2024.

ATTEST:

THE CITY OF LEANDER, TEXAS:

Dara Crabtree, City Secretary

Christine DeLisle, Mayor



EXECUTIVE SUMMARY
2/15/2024

AGENDA SUBJECT:

Discuss and consider action on a Resolution directing publication of Notice of Public Hearing and Intention to Issue Combination Tax and Revenue Certificates of Obligation for water and wastewater utility improvements.

BACKGROUND:

At the January 4, 2024 City Council meeting, staff presented an overview of the need for, and benefits of, moving forward with a solicitation for construction of the Advanced Metering Infrastructure (AMI) Project. As part of the deliberation, staff discussed that the project costs will exceed the amount of federal ARPA funds that the City was awarded last year (approximately \$5.7 million) and that the difference would need to come from the issuance of debt (Certificates of Obligation). Also discussed at the meeting were other critical utility-related projects that need funding either in the current fiscal year, or next fiscal year FY25. The FY24 projects are for the construction of the (W.74) Bagdad Terminus Pump Station, Ground Storage Tank, and waterline (partially funded in the current FY24 budget) and funding for design of the next BCRUA expansion Phase 2A. Taken together, these two projects, plus the estimate for the AMI project amount is \$23.5 million. Utility Fund revenues would be used to pay the debt service. Staff do not anticipate a need for a rate increase to cover the additional debt service.

State law requires that the City give public notice describing the purpose of the intended debt issuance no less than forty-five (45) days prior to the date to issue the debt. The notice must contain the maximum amount that the City would be allowed to issue. However, the City may choose to issue a lesser amount or not at all if circumstances warrant.

The resolution is drafted to be flexible to include any utility-related improvements in case these funds would need to be repurposed to another project or other circumstances arose that required financing.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Recommend Approval of Notice of Intent

PRESENTER:

Robert G. Powers, Executive Finance Director

Fiscal Impact

<u>Amount requested:</u>	Not to Exceed \$23.5 million
<u>Approved in current budget (Yes / No):</u>	No
<u>Expenditure (New / Amended):</u>	New
<u>Recurring or one-time:</u>	Recurring Debt Service Payments
<u>Fund source (Operating / Utility / etc.):</u>	Utility Fund Debt Service

Attachments:

1. NOI Resolution Leander COs 2024 1_water (CL)

RESOLUTION NO. 24-__-__

RESOLUTION DIRECTING PUBLICATION OF NOTICE OF
PUBLIC HEARING AND INTENTION TO ISSUE COMBINATION TAX
AND REVENUE CERTIFICATES OF OBLIGATION

THE STATE OF TEXAS §
COUNTIES OF TRAVIS & WILLIAMSON §
CITY OF LEANDER §

WHEREAS, this City Council of the City of Leander, Texas deems it advisable to give notice of intention to issue combination tax and revenue certificates of obligation of said City and to give notice of a public hearing thereon, as hereinafter provided; and

WHEREAS, it is officially found and determined that the meeting at which this Resolution has been considered and acted upon was open to the public and public notice of the time, place and subject of said meeting was given, all as required by Chapter 551, Texas Government Code, as amended;

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

Section 1. FORM OF NOTICE. Attached hereto and marked Exhibit "A" is a form of Notice of Public Hearing and Intention to Issue Combination Tax and Revenue Certificates of Obligation, the form and substance of which are hereby adopted and approved.

Section 2. PUBLICATION OF NOTICE. Said Notice shall be published, in substantially the form attached hereto, in a newspaper, as defined in Subchapter C of Chapter 2051, Texas Government Code, of general circulation in said City once a week for two consecutive weeks, the date of the first publication thereof to be at least forty-five (45) days prior to the date tentatively set for passage of the ordinance authorizing the issuance of such certificates.

Section 3. POSTING OF NOTICE ON WEBSITE. Further, said Notice shall be posted in substantially the form attached hereto continuously on the City's website for at least forty-five (45) days prior to the date tentatively set for passage of the ordinance authorizing the issuance of such certificates.

PASSED AND APPROVED THIS ____ DAY OF _____, 2024.

Mayor

ATTEST:

City Secretary

[CITY SEAL]

Exhibit "A"
NOTICE OF PUBLIC HEARING AND INTENTION TO ISSUE
COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION

NOTICE IS HEREBY GIVEN that the City Council of the City of Leander, Texas, will convene at its regular meeting place of said City Council located at the Pat Bryson Municipal Hall at 201 North Brushy Street, Leander, Texas at 7:00 p.m. on May 16, 2024, and, during such meeting, the City Council will conduct a hearing on whether to issue combination tax and revenue certificates of obligation, and, upon conclusion of the public hearing, will consider passage of the ordinance and take such other actions as may be deemed necessary to authorize the issuance of the combination tax and revenue certificates of obligation in an aggregate principal amount not to exceed \$23,500,000 (the "Certificates of Obligation"). The Certificates of Obligation will be issued for the purpose of paying contractual obligations of the City to be incurred for the (1) City-wide water and wastewater utility system improvements, and the acquisition of rights-of-way and easements therefor, including but not limited to construction of an Advanced Metering Infrastructure (AMI) system, and Bagdad Terminus Pump Station, Ground Storage Tank and waterline, (2) and the payment of professional services and costs of issuance related thereto. The Certificates of Obligation will be payable from the levy of an annual ad valorem tax, within the limitations prescribed by law, upon all taxable property within the City, and a limited pledge, not to exceed \$1,000, of the surplus revenues of the City's Waterworks and Sewer System. The Certificates of Obligation are to be issued, and this notice is given, under and pursuant to the provisions of the Certificate of Obligation Act of 1971, as amended, Local Government Code Section 271.041, et. seq.

As further required by Local Government Code Section 271.049(b)(4), the following additional information is provided:

- (A) The current principal of all outstanding debt obligations of the City is \$177,140,000.
- (B) The current combined principal and interest required to pay all outstanding debt obligations of the City on time and in full is \$235,228,787.50.
- (C) The maximum principal amount of the Certificates of Obligation to be authorized is \$23,500,000.
- (D) The estimated combined principal and interest required to pay the Certificates of Obligation to be authorized on time and in full is approximately \$38,047,430.56.
- (E) The estimated interest rate for the Certificates of Obligation to be authorized is 5%.
- (F) The maximum maturity date of the Certificates of Obligation to be authorized is August 15, 2049.

Pursuant to Texas Local Government Code § 271.049(c), an election on the question of the issuance of the Certificates of Obligation will be called if before the time tentatively set for the authorization and issuance or if before the authorization of the Certificates of Obligation, the City Secretary receives a petition signed by at least five percent of the qualified voters of the City protesting the issuance of the Certificates of Obligation, the City may not issue the Certificates of Obligation unless the issuance is approved at an election ordered, held and conducted in the manner provided for bond elections under Chapter 1251, Government Code.

Christine DeLisle
Mayor, City of Leander, Texas



EXECUTIVE SUMMARY
2/15/2024

AGENDA SUBJECT:

Discuss and consider action on Resolution directing publication of Notice of Public Hearing and Intention to Issue Combination Tax and Revenue Certificates of Obligation (transportation-related improvements).

BACKGROUND:

At the February 1, 2024 City Council meeting, City staff provided an update and briefing on projects in the current Capital Improvements Program (CIP). During the presentation, staff noted that if funding were available in the current fiscal year, FY24, then (T.11) San Gabriel Parkway East Phase 2 was ready to bid. Phase 2 is a two (2)-lane extension that would connect existing San Gabriel Parkway from Palmera Ridge east to Ronald Reagan Boulevard. The estimated cost is \$10 million. Please be aware that (T.46) Phase 3, which would connect existing San Gabriel Parkway west to CR 270, is still under design and funding is not proposed to be included at this time. Rather, Phase 3, as well as other critical CIP projects upcoming in the next 1-5 years will be evaluated during the CIP budget process as discussed at the last City Council meeting.

If approved to move forward at the same time as the Utility CO's, the City could take advantage of certain cost-of-issuance and time savings doing both at the same time. Approval of the Notice of Intent does not bind the City Council to take any final action. City staff has reached out to our Financial Advisor (FA) regarding the additional debt that this issuance would incur. According to the FA, given the City's continued tax base growth, declining bond payments in the near term, the City should not have concerns about the additional debt negatively impacting the debt tax rate. City staff will continue to work with our FA to refine the debt capacity available to the City as we work through priorities and develop the 5-year CIP.

State law requires that the City give public notice describing the purpose of the intended debt issuance no less than forty-five (45) days prior to the date to issue the debt. The notice must contain the maximum amount that the City would be allowed to issue. However, the City may choose to issue a lesser amount or not at all if circumstances warrant.

The resolution is drafted to be flexible to include any utility-related improvements in case these funds would need to be repurposed to another project or other circumstances arose that required financing.

The Public Hearing is proposed to be May 16, 2024.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Recommend Approval of Notice.

PRESENTER:

Robert G. Powers, Executive Finance Director

	<u>Fiscal Impact</u>
<u>Amount Requested:</u>	Not to Exceed \$10.0 million
<u>Approved in current budget (Yes / No):</u>	No
<u>Expenditure (New / Amended):</u>	New
<u>Recurring or one-time:</u>	Recurring Debt Service
<u>Fund source (Operating / Utility / etc.):</u>	Debt Service (tax)

Attachments:

1. NOI Resolution Leander COs 2024 2_roads (CL)

RESOLUTION NO. 24-__-__

RESOLUTION DIRECTING PUBLICATION OF NOTICE OF
PUBLIC HEARING AND INTENTION TO ISSUE COMBINATION TAX
AND REVENUE CERTIFICATES OF OBLIGATION

THE STATE OF TEXAS §
COUNTIES OF TRAVIS & WILLIAMSON §
CITY OF LEANDER §

WHEREAS, this City Council of the City of Leander, Texas deems it advisable to give notice of intention to issue combination tax and revenue certificates of obligation of said City and to give notice of a public hearing thereon, as hereinafter provided; and

WHEREAS, it is officially found and determined that the meeting at which this Resolution has been considered and acted upon was open to the public and public notice of the time, place and subject of said meeting was given, all as required by Chapter 551, Texas Government Code, as amended;

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

Section 1. FORM OF NOTICE. Attached hereto and marked Exhibit "A" is a form of Notice of Public Hearing and Intention to Issue Combination Tax and Revenue Certificates of Obligation, the form and substance of which are hereby adopted and approved.

Section 2. PUBLICATION OF NOTICE. Said Notice shall be published, in substantially the form attached hereto, in a newspaper, as defined in Subchapter C of Chapter 2051, Texas Government Code, of general circulation in said City once a week for two consecutive weeks, the date of the first publication thereof to be at least forty-five (45) days prior to the date tentatively set for passage of the ordinance authorizing the issuance of such certificates.

Section 3. POSTING OF NOTICE ON WEBSITE. Further, said Notice shall be posted in substantially the form attached hereto continuously on the City's website for at least forty-five (45) days prior to the date tentatively set for passage of the ordinance authorizing the issuance of such certificates.

PASSED AND APPROVED THIS ____ DAY OF _____, 2024.

Mayor

ATTEST:

City Secretary

[CITY SEAL]

Exhibit "A"
NOTICE OF PUBLIC HEARING AND INTENTION TO ISSUE
COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION

NOTICE IS HEREBY GIVEN that the City Council of the City of Leander, Texas, will convene at its regular meeting place of said City Council located at the Pat Bryson Municipal Hall at 201 North Brushy Street, Leander, Texas at 7:00 p.m. on May 16, 2024, and, during such meeting, the City Council will conduct a hearing on whether to issue combination tax and revenue certificates of obligation, and, upon conclusion of the public hearing, will consider passage of the ordinance and take such other actions as may be deemed necessary to authorize the issuance of the combination tax and revenue certificates of obligation in an aggregate principal amount not to exceed \$10,000,000 (the "Certificates of Obligation"). The Certificates of Obligation will be issued for the purpose of paying contractual obligations of the City to be incurred for the (1) City-wide road, street, and traffic signalization improvements, and the acquisition of rights-of-way and easements therefor, including but not limited to San Gabriel Parkway, and (2) the payment of professional services and costs of issuance related thereto. The Certificates of Obligation will be payable from the levy of an annual ad valorem tax, within the limitations prescribed by law, upon all taxable property within the City, and a limited pledge, not to exceed \$1,000, of the surplus revenues of the City's Waterworks and Sewer System. The Certificates of Obligation are to be issued, and this notice is given, under and pursuant to the provisions of the Certificate of Obligation Act of 1971, as amended, Local Government Code Section 271.041, et. seq.

Commented [RP1]: \$10,000,000

As further required by Local Government Code Section 271.049(b)(4), the following additional information is provided:

- (A) The current principal of all outstanding debt obligations of the City is \$177,140,000.
- (B) The current combined principal and interest required to pay all outstanding debt obligations of the City on time and in full is \$235,228,787.50.
- (C) The maximum principal amount of the Certificates of Obligation to be authorized is \$10,000,000.
- (D) The estimated combined principal and interest required to pay the Certificates of Obligation to be authorized on time and in full is approximately \$16,543,305.56.
- (E) The estimated interest rate for the Certificates of Obligation to be authorized is 5%.
- (F) The maximum maturity date of the Certificates of Obligation to be authorized is August 15, 2049.

Pursuant to Texas Local Government Code § 271.049(c), an election on the question of the issuance of the Certificates of Obligation will be called if before the time tentatively set for the authorization and issuance or if before the authorization of the Certificates Obligation, the City Secretary receives a petition signed by at least five percent of the qualified voters of the City protesting the issuance of the Certificates of Obligation, the City may not issue the Certificates of Obligation unless the issuance is approved at an election ordered, held and conducted in the manner provided for bond elections under Chapter 1251, Government Code.

Christine DeLisle
Mayor, City of Leander, Texas



EXECUTIVE SUMMARY
2/15/2024

AGENDA SUBJECT:

Discuss and consider action on a Resolution directing publication of Notice of Public Hearing and Intention to Issue Combination Tax and Revenue Certificates of Obligation for Refunding Combination Tax and Revenue Certificates of Obligation, Series 2015.

BACKGROUND:

City staff and our Financial Advisor, Chris Allen, RBC Capital Markets, are recommending that the City take advantage of refunding (refinancing) bonds that were originally issued in 2015. The savings are estimated to be approximately \$2,150,000.00 over the remaining ten (10) years left on the bonds. The proposed Notice of Intent does not bind the City Council at this point. However, it would allow City staff and our financial consultants to move forward with exploring market conditions for this refunding and, if successful, bring back to City Council in May for authorization to refinance the remaining bonds.

In 2015, the City issued Certificates of Obligation in the amount of \$24,040,000.00 for the following (1) construction of City-wide road and street improvements and the acquisition of rights-of-way and easements therefor, (2) construction, acquisition and installation of additions, improvements and extensions to the City's Waterworks and Sewer System, (3) construction and equipping of two (2) fire stations and the acquisition of sites therefor, site 1 in the North Central part of the City and site 2 in the East Central part of the City, (4) construction of park and recreational improvements on City parkland and the acquisition of a new City park in the vicinity of U.S. Highway 183 and the South Fork San Gabriel River, and (5) the payment of professional services and costs of issuance related thereto.

Specifically, the funds were used for the following projects:

Parkland Acquisition (San Gabriel Park)

Benbrook Ranch Regional Park

N. Bagdad Street & Drainage

Fire Station #4

Hero Way West

Municipal Drive

Ridgmar Landing Waterline

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Recommend Approval of Notice of Intent

PRESENTER:

Robert G. Powers, Executive Finance Director

	<u>Fiscal Impact</u>
<u>Amount requested:</u>	N/A - Potential Savings
<u>Approved in current budget (Yes / No):</u>	N/A
<u>Expenditure (New / Amended):</u>	N/A
<u>Recurring or one-time:</u>	Potential Savings (Recurring)
<u>Fund source (Operating / Utility / etc.):</u>	Debt Service & Utility Fund

Attachments:

1. Resolution Authorizing Notice of Public Hearing - Leander Refund Bonds 2024 (CL)

**RESOLUTION SETTING A PUBLIC HEARING ON THE INTENTION
TO ISSUE REFUNDING BONDS AND DIRECTING PUBLICATION OF
NOTICE OF SAID PUBLIC HEARING**

PASSED AND APPROVED THIS 15TH DAY OF FEBRUARY 2024.

ATTEST:

Dara Crabtree, City Secretary

Christine DeLisle, Mayor

[CITY SEAL]

[SIGNATURE PAGE]

Exhibit "A"

**NOTICE OF PUBLIC HEARING ON THE INTENTION
TO ISSUE REFUNDING BONDS**

NOTICE IS HEREBY GIVEN that the City Council of the City of Leander, Texas, will convene at its regular meeting place of said City Council located at the Pat Bryson Municipal Hall at 201 North Brushy, Leander, Texas, at 7:00 p.m. on May 16, 2024, and, during such meeting, the City Council will conduct a hearing on whether to issue refunding bonds to refund a portion of the City's outstanding obligations that are subject to call before final maturity in an amount not to exceed \$16,335,000. The City is authorized to issue refunding bonds without an election subject to Chapter 1207, Texas Government Code, as amended. No provision is made for a petition in connection with such refunding bonds. The refunding bonds, if issued, will be payable from the levy of an annual ad valorem tax, within the limitations prescribed by law, upon all taxable property within the City.

Christine DeLisle
Mayor, City of Leander, Texas



EXECUTIVE SUMMARY
2/15/2024

AGENDA SUBJECT:

Discuss and consider action on accepting the Strategic Planning Session final report held on January 26, 2024 and adopting Council Core Values.

BACKGROUND:

Attached is Dr. Scott Willingham's final report for the City Council and to formally adopt the Council Core Values developed during the Strategic Planning Session.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Fiscal Impact

Attachments:

1. Strategic Planning Session Final Report



City of Leander
Strategic Planning Sessions
January 26, 2024

Introduction

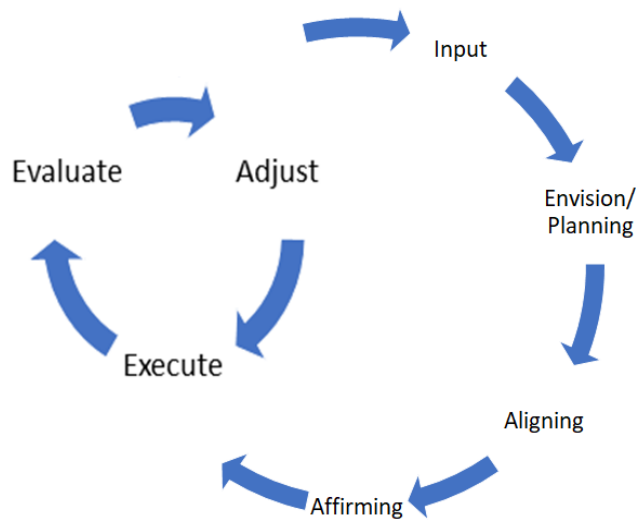
The City Council of Leander held a Strategic Visioning Session on Friday, January 26, 2024, for the purpose of strategic visioning for the interim city manager period. Strategic Government Resources (SGR) was enlisted to facilitate the retreat. Five (5) of the six (6) Council Members and the Mayor were in attendance as well as the Interim City Manager. Dr. Scott Willingham, Senior Vice President for SGR, facilitated the strategic visioning process. This report is a summary of the key points discussed and the Strategic Pillars that the Council identified for their vision.

Introduction to The Strategic Visioning Cycle

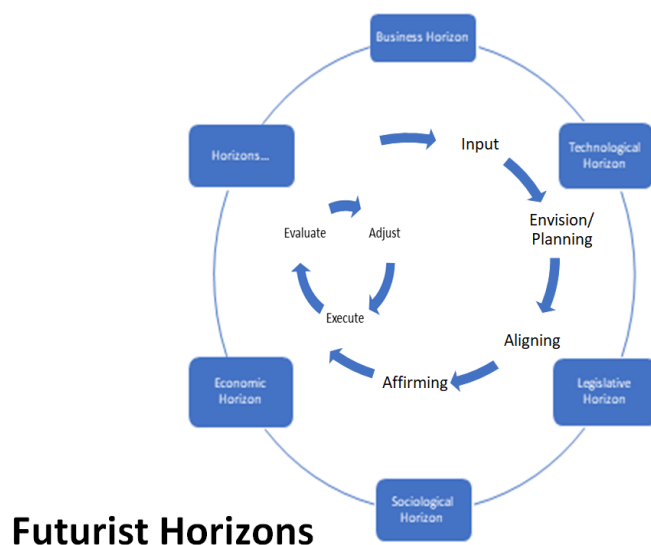


The facilitator overviewed the above “Cycle of Strategic Visioning/Planning,” indicating that the workshop would begin the process at “CC Envisions.” The facilitator recommended the Council follow through with the cycle and refresh it on at least an annual basis.

Strategic Cycle with the Tactical Cycle Imbedded



The facilitator explained that ideally there are two cycles: the larger cycle representing strategic envisioning accomplished by the Council and the smaller cycle of tactical correcting and adjusting accomplished by the staff.



The horizons listed illustrate that incursion, the unexpected, trends, changes and the seemingly unexpected are a part of the visioning process. The facilitator encouraged the team to boldly dream while keeping a close eye on these “strategic foresight horizons.”

Pre-Retreat Council Interviews

In preparation for the retreat, each Council member was interviewed by Dr. Scott Willingham, of SGR. The results of these interviews were presented in a PowerPoint presentation.

Themes discussed during the Council Interviews

During the interviews there were several themes that emerged. The Council identified common themes. The Council discussed “gaps in agreement” and “areas of widely held agreement.”

Gaps in agreement were:

- Why wasn't there more discussion regarding communication & transparency with citizens?
- Relationship improvement. How much do we want this?
- Disconnect—are we functioning together well?
- Trust—is it good or not? What causes us to question trust:
 - Follow through—we don't always see our decisions followed up on
 - Respect—we see signs of verbal and non-verbal disrespect
 - Agendas—we detect ulterior motives and agendas

Areas of widely held agreement were:

- Lack of trust
- Need an awesome city manager
- Customer Service
- Development Services needs more attention
- Economic Development needs more resources
- Financial constraints
- Plans are getting more specific
- Need for change in mentality
- Civility is important
- Iterim City Manager is doing a great job
- Need facilities
- Hardworking staff
- Citizens respect the Police Department
- We have a good location
- We want to manage our growth
- All want to work well between city council and staff

Discussion and Refreshing the Mandates of Interim City Manager Period

The facilitator led a discussion of the current progress and future visioning of the Interim City Manager Period. The Interim City Manager, Mr. Isaac Turner, gave an update on the following four interim period mandates:

1. Water -
 - a. Increase Water Supply
 - b. Update Water Metering (AMI)
 - c. Alternative Water Sources
2. Development - focusing on non-residential development.
3. **Economic Development**—supporting the focus on non-residential development through incentives where needed
4. **Improving Communications**

After robust dialogue, the council revised and refreshed the above mandates. The Interim City Manager was instructed to use the following list as a guide for his leadership for the remainder of the interim city manager period:

1. **Improving Trust & Communications**
2. **Water (see above for details)**
3. **Economic Development**
4. **Development**

Core Values for the City Council

The facilitator lead an interactive workshop to develop Core Values for the City Council. The Council worked individually, then in pairs and finally as a whole to develop the following Core Values for guiding themselves towards the highest standards:

1. **Operate with Honesty & Transparency** – provide clear messaging; acknowledge and consider varying points of view before making decisions; share timely feedback and have relevant discussions.
2. **Be Respectful** -- demonstrate civility in healthy conflict; put personal feelings aside; act with dignity

3. **Be Empathetic** – recognize that each individual has had different experiences and makes a valuable contribution; each has the right to be in the room, be heard and be understood
4. **Be Informed** – Do the work, research & prepare for each meeting and decision; work to come to your own conclusion; gather the proper information to make the right/best decision; be prepared to defend it. An informed council will make the best decisions.
5. **Actively Listen** – listen to staff, council, City Manager, citizens with an open mind; listen with no preconceived ideas; listen before speaking

Note: these core values are to guide the council's effectiveness and behaviors. They are not intended for the city staff.

Robust Dialogue regarding Council's and Senior Staff's Core Values

On the previous day (Thursday, January 25, 2024), the facilitator lead the senior staff through the same process as the City Council went through in order to the senior staff's core values. The senior staff joined the Council for lunch, followed by a joint session designed to promote robust dialogue regarding the core values which both had developed separately for each team's respective use.

Senior Staff's Core Values

The following represents the core values developed and presented by the senior staff:

1. **Integrity** – doing the right thing when it is the most difficult.
2. **Transparency** – Striving to provide clear communication and information to the public, developers, elected officials and staff
3. **Customer Service** – attentively responding to the needs of citizens by providing excellent service.
4. **Accountability** – knowing your role in the organization & being responsible for your actions and outcomes. The lack of accountability erodes trust.
5. **Communication** – The team collaboratively provides succinct information in a timely manner on important topics.
6. **Innovation** –securing advance technologies to streamline and improve procedures to communicate and process data effectively & efficiently to our internal and external customers.

Select senior staff members came forward and presented these core values, followed by discussion, questions and robust dialogue by both the senior staff and the city council.

Next, the Council members came forward and presented the core values they had just developed prior to the lunch break. The list is above. This was followed by discussion, questions and robust dialogue.

The Interim City Manager thanked all for attending, engaging, participating and giving of themselves to ensure the interim period benefits the city. He also asked the senior staff to stay after for a 30 minute follow up meeting.

The Mayor wrapped up this portion of the Council's planning session with some encouraging thoughts about what had been accomplished during the planning session and dismissed the meeting. She recommended further meetings to continue what had been accomplished.

Summary

Leander's City Council is to be commended for moving through a proven process that strengthens culture and relationships while guiding the Interim City Manager and Senior staff through the interim period. The senior staff are to be commended for attending and supporting the council's strategic planning session.

Recommendations

SGR recommends the Council utilize their core values to guide them in how they relate to one another as they achieve the vision and support the mission of Leander. These core values should be referred to on a regular basis and reviewed to ensure relevance. SGR recommends this report be used as an ongoing document—a working document. Refer often to what you have accomplished through your Strategic Visioning Process and City Manager Search Process.

To facilitate the best governance environment and to maintain clarity on the roles of Council and Staff, it may be helpful to review the city's current protocol for Council in engaging with staff and reaffirm their commitment to it.