



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

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



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

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

BRIEFING WORKSHOP - CONVENE AT 6:00 PM

1. Open Meeting.
2. Roll Call.
3. Parks and Recreation Department fee and policy amendments.

REGULAR MEETING – CONVENE AT 7:00 PM

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

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

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

7. Recognitions/Proclamations/Visitors.
 - Rouse High School Band Certificate of Recognition
 - Leander Citizen University Graduating Class

CONSENT AGENDA: ACTION

8. Approval of the minutes for the meeting held on November 16, 2023
9. Approval of an Ordinance repealing Ordinance No. 418-87, establishing annual fees for holders of permits and licenses issued under the Texas Alcoholic Beverage Code; providing findings of fact; providing for an effective date, and open meetings clauses; and providing for related matters.

10. Award Solicitation CIPS23-012 to Skyblue Utilities, Inc. in the amount of \$2,052,131.92 for construction services for the Lakeline Boulevard 16" waterline extension (CIP W.72); and authorize the Interim City Manager to execute all necessary documents.
11. Approval of Task Order TSIT-39 with TSIT for materials testing at Sandy Creek Water Treatment Plant-Residuals Handling Improvements & Treatment Module Addition (PICP-23-0060) (CIP W.69), in the amount of \$52,577.20; and authorize the Interim City Manager to execute all necessary documents.
12. Approval of a Resolution authorizing a Purchasing Agreement between the City of Leander, Texas, and Firetrol Protection Systems, Inc. for the purchase of fire security systems and monitoring services through BuyBoard Contract 654-21 in the amount of \$60,000.00 for the term of contract expiring November 30, 2024; providing for an effective date; and authorize the Interim City Manager to execute any and all necessary documents.
13. Approval of a Resolution authorizing a Master Interlocal Cooperative Purchasing Agreement between the City of Leander, Texas and National Purchasing Partners (NPPGov) for the purchase of uniform services, utility and fire vehicles, heavy machinery, law enforcement equipment, and other goods and services; providing for an effective date; and authorizing the Interim City Manager to execute any and all necessary documents.
14. Award of Solicitation CIPS23-021 to C. C. Carlton Industries, LTD in the amount of \$1,431,000.00 for construction services for the Wastewater Collection System Lift Station Improvements, Phase 1 Lift Station 6 (CIP WW.44); and authorize the Interim City Manager to execute any and all necessary documents.
15. Approval of the Second Reading of an Ordinance regarding Zoning Case Z-23-0081 to amend the current zoning of PUD/TOD-CD (Planned Unit Development/Transit Oriented Development – Conventional Development Sector) to adopt the CR 269 & Hero Way Minor PUD (Planned Unit Development) with the base zoning district of GC-3-A (General Commercial) on one (1) parcel of land approximately 4.15 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R346169; and more commonly addressed as 1548 & 1550 CR 269, Leander, Williamson County, Texas.
16. Approval of the Second Reading of an Ordinance regarding Zoning Case Z-23-0083 to amend the current zoning of LC-2-B (Local Commercial) to adopt the Leander Business Center Minor PUD (Planned Unit Development) with the base zoning district of LC-2-A (Local Commercial) on one (1) parcel of land approximately 10.25 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R031713; and more commonly addressed as 80 Mockingbird Hill, Leander, Williamson County, Texas.
17. Acceptance of public infrastructure improvements for Bar W Ranch West Phase 7.
18. Acceptance of public infrastructure improvements for Lively Tract Phase 4.
19. Acceptance of public infrastructure improvements for Travisso Phase 4 Section 6B.
20. Amend approval of a professional services agreement with Willdan Financial Services for utility rate consulting services executed by the City Manager on February 22, 2022; authorize a not-to-exceed amount of \$125,000.00.
21. Authorize the Interim City Manager to execute an Agreement for Arbitrage Rebate Compliance Services between the City of Leander and Hilltop Securities Asset Management, LLC.
22. Approval of a Resolution authorizing the City of Leander to apply for the Capital Area Council of Governments (CAPCOG) 2024-2025 Solid Waste Program Grant to support responsible solid waste management in the ten (10)- County CAPCOG Region.

23. Approval of a Third Amendment to the Lease Agreement between the City of Leander and Little Gino, LLC; and authorize the Interim City Manager to execute any and all necessary documents.
24. Approval of a Lease Agreement between the City of Leander and the Leander Chamber of Commerce and Visitors Center for the property located at 100 N. Brushy Street, Leander, Williamson County, Texas; and authorize the Interim City Manager to execute any and all necessary documents.
25. Approval of an Agreement between the City of Leander and the Leander Chamber of Commerce and Visitors Center for the exclusive purpose of promoting tourism and the convention and hotel industry as permitted by Chapter 351, Texas Tax Code.
26. Approval of a Memorandum of Understanding between the City of Leander and the Leander Chamber of Commerce and Visitors Center for duties related to the operation of the annual Old Town Street Festival and Old Town Christmas Festival events; and authorizing the Interim City Manager to execute any and all necessary documents.

REGULAR AGENDA

27. Discuss and consider action regarding Zoning Case Z-22-0024 to amend the current zoning of PUD/TOD (Planned Unit Development, Transit Oriented Development District) with the OS (Open Space Sector), CD (Conventional Development Sector), S1 (General Sector), and S2 (Station Sector) to adopt the House Tract Mixed Use PUD (Planned Unit Development) with the SFT-2-A (Single-Family Townhouse), CH-2-A (Cottage Housing), and LC-2-B (Local Commercial) base zoning districts; and Development Agreement Case DA-22-0030 House Tract on two (2) parcels of land approximately 43.07 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R031601 and R031325; and generally located 1,000 feet to the east of the intersection of Main Street and Hero Way on the south side of Hero Way, Leander, Williamson County, Texas.
28. Discuss and consider action on an Ordinance to close a portion of street right-of-way commonly known as County Road 177 (CR 177), providing for gates, signs, and widening of the shoulder of the right-of-way; providing for severability, effective date and open meetings clauses; and providing for related matters.
29. Council Member Future Agenda Items *[Any deliberation of or decision about the subject of the inquiry shall be limited to a proposal to place the subject on the agenda for a subsequent meeting.]*
30. Council Member Closing Statements.
31. Convene into Executive Session pursuant to:
 1. Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding Public Utilities Commission Docket No. 53063, petition by outside city ratepayers appealing the water rates established by the City of Leander, Texas; and
 2. Section 551.071 and 551.087, Texas Government Code, Section 1.05, Texas Disciplinary Rules of Professional Conduct, deliberate proposed economic development incentives for one or more business prospects that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body is conducting economic development negotiations along with consideration and possible action on an Addendum to 380 Agreement related to the St. David's project and Leander Springs; and
 3. Section 551.071, Texas Government Code, Section 1.05, Texas Disciplinary Rules of Professional Conduct, to deliberate with legal counsel regarding Davis House; and
 4. Section 551.074, Texas Government Code, to discuss or deliberate the appointment, employment and duties of a public officer or employee: City Manager search; and

5. Section 551.074, Texas Government Code, to discuss assignments and duties of a public officer or employee: Interim City Manager.

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

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

32. 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 1 day of December 2023 by 5:00 p.m. pursuant to Chapter 551 of the Texas Government Code.



Dara Crabtree, City Secretary, TRMC



EXECUTIVE SUMMARY
12/7/2023

AGENDA SUBJECT:

Approval of the minutes for the meeting held on November 16, 2023

BACKGROUND:

Attached are the minutes for the meeting held on November 16, 2023.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Dara Crabtree, City Secretary

Fiscal Impact

N/A

Attachments:

1. Draft Minutes 11.16.2023



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

Pat Bryson Municipal Hall
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Thursday, November 16, 2023
Briefing Workshop at 6:00 PM
Regular Meeting at 7:00 PM



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

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

BRIEFING WORKSHOP - CONVENE AT 6:00 PM

1. Open Meeting. Meeting was called to order at 6:00 p.m.
2. Roll Call. All present except Councilmember Ross.
3. Noise Ordinance update. Discussion included adapting to needs as city grows; restructures ordinance into table with decimals based on zoning districts; proposed levels; engineering granting exceptions as well as city council exceptions; no districts specific to parks but if it falls in a district it would comply as proposing structured; sample gas lawn mower would be over 85 dBA; numbers based off area cities and DFW area; transportation code covers vehicle noises such as muffler; bass noise is covered in current ordinance and remains in the proposed ordinance; who this is enforceable against; goal to have individuals not blasting noise but not keeping individuals doing normal activities; definition of day and night; more research on when permits cover the noise ordinance; consider raising the decimal level for daytime activity; possible third category early morning hours; do not want to over due, can tweak in the future; noise measured from involving residents; and entertainment zones.

Briefing workshop adjourned at 6:23 p.m.

REGULAR MEETING – CONVENE AT 7:00 PM

4. Open Meeting, Invocation and Pledges of Allegiance. Meeting was called to order at 7:01 p.m. Victoria Chudri, Ba'hai Community provided the invocation and Mayor Christine DeLisle led the Pledges of Allegiance.
5. Roll Call. All present except Councilmember Ross.
6. Public comments on items not listed in the agenda.

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

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

7. Leander History Presentation included old photos of Old Town; lumber yard and depot; cotton gins; and Horace Hamilton, Pearl Harbor survivor who recently passed.

8. Staff Reports

1. Fire Department
2. Water Update

Fire department update included ISO audit; ratings used to determine insurance premiums; and maintained ISO 2 rating; what ratings are based on; rating areas; gap items; and implementation plan.

Water update included flow; lake levels; emergency barge; LCRA owner's meeting; projected demands; ILA with Cedar Park approved May 2023; tentative plan; Lake Travis current level is 632 feet at 623 BCRUA barge will not operate and 618 Sandy Creek barge will not operate; and lowest historic drought levels at Lake Travis.

CONSENT AGENDA: ACTION

Motion: Approve consent agenda items 9 through 19.

By: Kathryn Pantalion-Parker

Seconded: Esme Mattke Longoria

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

No: None

Abstain: None

9. Approval of minutes for meeting held on November 2, 2023.

10. Approval of a Resolution to adopt a policy that requires the Fire Department to consult with law enforcement agencies regarding removal of personal property from a roadway or right-of-way; and providing an effective date.

11. Approval of a Resolution to execute a Master Interlocal Cooperative Purchasing Agreement between the City of Leander, Texas and Harris County Department of Education ("HCDE" aka "Choice Partners") for the purchase of goods and services; providing for an effective date; and authorizing the Interim City Manager to execute any and all necessary documents.

12. Approval of the extension of the application expiration for Subdivision Case FP-22-0007 Leander Collective Final Plat; on eight (8) parcels of land approximately 13.50 acres ± in size, 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.

13. Approval of the Lost Woods Phase 3 License Agreement Case LA-23-0024 to allow for the installation and maintenance of irrigation and landscaping within portions of the right-of-way of Journey Parkway, Serene Place, Julian Lane, Sam Bass Road and Lost Woods Bend, Leander, Williamson County, Texas.

14. Approval of the extension of the application expiration for Subdivision Case SFP-21-0006 B Twisted short form final plat; more particularly described by Williamson Central Appraisal District Parcel R605507; generally located approximately 3,000 feet to the west of intersection of Bagdad Road and CR 281; on the south side of CR 281, Leander, Williamson County, Texas.

15. Approval of an amendment to Development Agreement Case DA-20-0006 regarding the Greatwood South Development Agreement for one (1) parcel of land approximately 119.932 acres ± in size, more

particularly described by Williamson Central Appraisal District Parcel R031730; and more commonly known as 1001 CR 280, Leander, Williamson County, Texas.

16. Approval of Development Agreement Case DA-23-0004 regarding the Shops at Bryson Development on a parcel of land approximately 7.191 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R587785 and generally located northeast of the intersection of 183A Toll Road and Bryson Ridge Trail, Leander, Williamson County, Texas.
17. Approval of the Leander Marketplace Phase 1 License Agreement, Case LA-23-0019, to allow for the installation and maintenance of landscaping and irrigation within portions of the right-of-way of Hero Way and East Street, Leander, Williamson County, Texas.
18. Approval of Development Agreement Case DA-23-0014 regarding the Hero Way Crossing Development on two (2) parcels of land, more particularly described by Williamson Central Appraisal District Parcels R651240 and R651239, generally located to the northwest of the intersection of West Broade Street and Hero Way West, Leander, Williamson County, Texas.
19. Approval of the extension of the application expiration for Subdivision Case SFP-22-0009 Moon Valley short form final plat; more particularly described by Williamson Central Appraisal District Parcels R319362 and R031223; generally located approximately 1,100 feet to the south of the intersection of E Crystal Falls Parkway and Ronald W Reagan Boulevard; on the west side of Ronald W Reagan Boulevard, Leander, Williamson County, Texas.

PUBLIC HEARING: ACTION

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

- Discuss and consider action regarding Zoning Case Z-22-0024 as described above.

Public Hearing opened at 7:59 p.m.; closed at 7:59 p.m. No one spoke in favor or opposition of the request. Clifford Hall, 604 Scenic Path, submitted his opposition of the request via the website.

Motion: Approve Zoning Case Z-22-0024 with the four conditions, extend and connect to double piping, irrigation study, reducing turf, and no meter connections prior to January 2026, following a discussion.

By: Chris Czernek

Seconded: Na'Cole Thompson

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

No: David McDonald

Abstain: None

[Council took a brief recess 8:07 p.m.; reconvened at 8:22 p.m.]

21. Conduct a Public Hearing regarding Zoning Case Z-23-0081 to amend the current zoning of PUD/TOD-CD (Planned Unit Development/Transit Oriented Development – Conventional Development Sector) to adopt the CR 269 and Hero Way Minor PUD (Planned Unit Development) with the base zoning district of GC-3-A (General Commercial) on one (1) parcel of land approximately 4.15 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R346169; and more commonly addressed as 1548 and 1550 CR 269, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-23-0081 as described above.

Public hearing opened at 8:24 p.m. and closed at 8:26 p.m. Aaron Rodriquez, 421 La Joya Pass, spoke in favor of the request. No one spoke in opposition.

Motion: Approve Zoning Case Z-23-0081.

By: Kathryn Pantalion-Parker

Seconded: Esme Mattke Longoria

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

No: None

Abstain: None

22. Conduct a Public Hearing on the First Reading of an Ordinance regarding the Titan Leander Annexation Case A-23-0009 regarding the voluntary annexation of 92.319 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R099758, R086290, R031580, R555207, and R108828; and generally located approximately 2,000 feet to the east of the intersection of 183A Toll Road and Hero Way, on the north side of Hero Way, Leander, Williamson County, Texas.

- Discuss and consider action regarding Annexation Case A-23-0009 as described above.

Public hearing opened at 8:28 p.m.; closed at 8:29 p.m. Bobby Golden, 2773 Hero Way, spoke in favor of request. No one spoke in opposition of the request.

Motion: Approve Annexation Case A-23-0009.

By: Kathryn Pantalion-Parker

Seconded: Esme Mattke Longoria

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

No: None

Abstain: None

23. Conduct a Public Hearing regarding Zoning Case Z-23-0087 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to adopt the Titan Leander PUD (Planned Unit Development) with the base zoning district of HC-4-D (Heavy Commercial) on five (5) parcels of land approximately 115.80 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R099758, R086290, R031580, R555207, and R108828; and generally located approximately 2,000 feet to the east of the intersection of 183A Toll Road and Hero Way, on the north side of Hero Way, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-23-0087 as described above.

Public hearing opened at 8:31 p.m.; closed at 8:31 p.m. No one spoke in favor or opposition of the request.

Motion: Approve Zoning Case Z-23-0087.

By: Kathryn Pantalion-Parker

Seconded: Esme Mattke Longoria

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

No: None

Abstain: None

24. Conduct a Public Hearing regarding Zoning Case Z-23-0083 to amend the current zoning of LC-2-B (Local Commercial) to adopt the Leander Business Center PUD (Planned Unit Development) with the base zoning district of LC-2-A (Local Commercial) on one (1) parcel of land approximately 10.25 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R031713; and more commonly addressed as 80 Mockingbird Hill, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-23-0083 as described above.

Public hearing opened at 8:34 p.m.; closed at 8:34 p.m. No one spoke in favor or opposition of the request.

Motion: Approve Zoning Case Z-23-0083.

By: Chris Czernek

Seconded: Kathryn Pantalion-Parker

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

No: None

Abstain: None

25. Conduct a Public Hearing regarding Subdivision Case CP-22-0001 to adopt the FM 2243 Concept Plan on two (2) parcels of land approximately 16.727 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R327095 and R433125; generally located on the north side of RM 2243 between 183A Toll Road and Ronald Reagan Boulevard, more commonly known as 8770 RM 2243, Leander, Williamson County, Texas.

- Discuss and consider action regarding Subdivision Case CP-22-0001 as described above.

Public hearing opened at 8:35 p.m.; closed at 8:35 p.m. No one spoke in favor or opposition of the request.

Motion: Approve Subdivision Case CP-22-0001.

By: Esme Mattke Longoria

Seconded: Kathryn Pantalion-Parker

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

No: None

Abstain: None

DEVELOPMENT PROPOSAL REVIEW

26. Receive a presentation from John A. Clark, PE (LJA Enigneering, Senior Vice President - Central Texas Manager), regarding a petition for a Comprehensive Plan Amendment for a residential development located to the southeast of the intersection of Journey Parkway and Ronald W. Reagan Boulevard, Leander, Texas, Williamson County.

Motion: Approve supporting a Future Land Use Map change to the Northeast portion of the project, following a discussion.

By: Christine DeLisle

Seconded: Esme Mattke Longoria

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

No: None

Abstain: None

REGULAR AGENDA

27. Receive a presentation on traffic options and improvements related to the closing of a portion of street right-of-way commonly known as County Road 177 (CR 177). No action.
28. Discuss and consider action on the annual appointment of the Tax Increment Reinvestment Zone (TIRZ) No. 1 Board Chair for a term from January 1, 2024 through December 31, 2024.

Motion: appoint Mayor Christine DeLisle as Chair.

By: Christine DeLisle

Seconded: Esme Mattke Longoria

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

No: None

Abstain: None

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

30. Council Member Closing Statements.

Kathryn Pantalion-Parker - commented on recent BCRUA tour; happy Thanksgiving and enjoy pies.

Esme Mattke Longoria - commented on upcoming Victorian Christmas; and congratulations to LISD winning AP large district of the year; and happy Thanksgiving.

David McDonald - thanked Parks Department for wonderful Veterans Day event; and LPD for their respect and support to APD for their recent losses.

Na'Cole Thompson - wished everyone a Happy Thanksgiving; and congratulations to LISD.

Chris Czernek - wished everyone Happy Thanksgiving; commented happy to live in Leander with all the diversity; everyone working together; and wishing for future rain and peace

Christine DeLisle - commented on the availability of AP classes to students; recent BCRUA tour;

wonderful Veterans Day event; upcoming events; stated dinner was from Brooklyn Heights; and reminded everyone to shop locally.

31. Convene into Executive Session pursuant to:

1. Section 551.071, Texas Government Code, Section 1.05, Texas Disciplinary Rules of Professional conduct, to consult with legal counsel regarding Leander Springs Project; and
2. Section 551.074, Texas Government Code, to discuss assignments and duties of a public officer or employee: Interim City Manager.

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

1. Leander Springs Project; and
2. Interim City Manager.

Recessed into executive session at 9:23 p.m.; reconvened back into open session at 10:28 p.m.

1. No action
2. No action

32. Adjournment 10:28 p.m.

APPROVED

MAYOR

ATTEST:

CITY SECRETARY

First Name	Clifford
Last Name	Hall
Do you live within Leander city limits?	Yes
Home Address	604 Scenic Path
City	Leander
State	Texas
Zip Code	78641
Phone Number	5124238468
Email Address	

My comments apply to the following regular meeting: City Council

This form will only be accepted until noon on the Wednesday prior to the next regular meeting in which an agenda has been posted.

Please see [Agendas and Minutes](#) for a list of upcoming meeting dates, times, and agendas.

My comments apply to the following meeting date: 11/16/2023

My agenda item or case number: Agenda Item 20

My position on the above agenda item or case number: I am AGAINST this item.

I want to include comments at the meeting: Yes. But I only want my written comments added to the meeting record.

My written comments Dear Council Members and Staff - Happy Holidays.

Please restrict the development so that it allows a graceful transition of home styles and features on the Tract 1, Blocks C and D proposal, and only allows single family style homes

Horizon Lake has single family homes with architectural features, and Main Street Station at the west side of main street, has single family homes as well with several features. Tract 1 C and D should be restricted to single family homes with a minimum roof pitch that meets Main Street station design, more than 2/12. Townhomes and commercial should be restricted from 2243 to align with a graceful transition as is listed in the Leander Zoning guidelines. Thank you Clifford Hall

I want to upload a file with this form: *Field not completed.*

Email not displaying correctly? [View it in your browser.](#)



EXECUTIVE SUMMARY
12/7/2023

AGENDA SUBJECT:

Approval of an Ordinance repealing Ordinance No. 418-87, establishing annual fees for holders of permits and licenses issued under the Texas Alcoholic Beverage Code; providing findings of fact; providing for an effective date, and open meetings clauses; and providing for related matters.

BACKGROUND:

During the 88th Legislative Session, Senate Bill (SB) 577 was passed placing certain restrictions on the ability of local governments to enact ordinances regulating the operations of food service providers that differ from state law. For local governments with a public health district that charges food service providers a fee for issuance or renewal of a permit under Chapter 437 of the Health and Safety Code, SB 577 prohibits the local governments from also imposing on those same food service providers a fee for issuance or renewal of liquor permits or licenses.

Currently, all TABC license holders within the City are inspected by the public health district except for one, a wholesale distributor.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Robert Powers, Executive Director of Finance

Fiscal Impact

N/A

Attachments:

1. Ordinance.Repeal.Alcohol.Permit.Fees.12.07.2023

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

**AN ORDINANCE OF THE CITY OF LEANDER, TEXAS REPEALING
ORDINANCE NO. 418-87, ESTABLISHING ANNUAL FEES FOR
HOLDERS OF PERMITS AND LICENSES ISSUED UNDER THE
TEXAS ALCOHOLIC BEVERAGE CODE; PROVIDING FINDINGS
OF FACT; PROVIDING AN EFFECTIVE DATE, AND OPEN
MEETINGS CLAUSES; AND PROVIDING FOR RELATED
MATTERS.**

WHEREAS, the City of Leander, Texas ("City) adopted Ordinance No. 418-87 on January 19, 1987 with an effective date of February 9, 1987 to levy an annual fee on holders of permits and licenses issued under State Alcoholic Beverage Code; and

WHEREAS, during the 88th Legislative Session, Senate Bill 577 was passed removing the ability of local governments with a public health district that collects a fee from food service businesses to also collect a fee from those same businesses that are issued an alcoholic beverage license or permit in their jurisdiction; and

WHEREAS, the City has determined that the Ordinance is no longer necessary and should be repealed;

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

Section 1. Findings of Fact. All of the above premises and recitations are found to be true and correct and are incorporated into the body of this Ordinance as findings of fact, as if copied herein in their entirety.

Section 2. Ordinance Repealed. Ordinance No. 418-47 is hereby repealed, as well as any amendments thereto, thereby repealing all established fees. Any cases for violations of Article 8.02, Division 2, pending after the effective date of this ordinance will not be prosecuted and will be dismissed.

Section 3. Effective Date. This Ordinance shall take effect immediately.

Section 4. Open Meetings. It is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapt. 551, Tex. Gov't. Code.

PASSED AND APPROVED on this 7th day of **December 2023**.

Attest:

THE CITY OF LEANDER, TEXAS

Dara Crabtree City Secretary

Christine DeLisle, Mayor



EXECUTIVE SUMMARY
12/7/2023

AGENDA SUBJECT:

Award Solicitation CIPS23-012 to Skyblue Utilities, Inc. in the amount of \$2,052,131.92 for construction services for the Lakeline Boulevard 16" waterline extension (CIP W.72); and authorize the Interim City Manager to execute all necessary documents.

BACKGROUND:

Solicitation CIPS23-012 was issued in August 2023 for the procurement of the construction services for the Lakeline Boulevard 16" Waterline Extension.

The solicitation was announced through:

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

One hundred eighteen (118) vendors were notified directly of the solicitation. Eight (8) bids were received. Skyblue Utilities, Inc. was selected as the lowest qualified bidder.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

City staff recommends awarding Solicitation CIPS23-012 to Skyblue Utilities, Inc.

PRESENTER:

Russell Alabastro, CIP Project Manager

	<u>Fiscal Impact</u>
<u>Amount requested:</u>	\$2,052,131.92
<u>Approved in current budget (Yes / No):</u>	Yes
<u>Expenditure (New / Amended):</u>	New
<u>Recurring or one-time:</u>	One-Time

Fund source (Operating / Utility / etc.): Water Impact Fees 25-31-8655

Attachments:

1. Leander 16 Inch Water Line Bid Award Recommendation
2. Leander Contract - Lakeline Blvd WL Ext W.72



October 25, 2023

Mr. Roman Poudyal, P.E., PMP
Public Works Project Manager
City of Leander
PO Box 319
Leander, Texas 78646

RE: Recommendation of Award
Leander 16 Inch Water Line Extension

Dear Roman,

On October 12, 2023, at 11:30AM bids were received and opened for the above-referenced project. Eight (8) bids were received as shown in the attached detailed bid tabulation. The received bids were as follows:

Contractor Name	Base Bid	Cash Allowance Bid	Total Bid
Skyblue Utilities	\$2,052,131.92	N/A	\$2,052,131.92
C.C. Carlton Industries	\$2,471,185.40	N/A	\$2,471,185.40
Austin Engineering Co.	\$2,649,939.00	N/A	\$2,649,939.00
M&C Fonseca Construction Co.	\$2,862,665.25	N/A	\$2,862,665.25
QRO Mex Construction Co.	\$2,872,594.50	N/A	\$2,872,594.50
Smith Contracting Co.	\$3,150,577.25	N/A	\$3,150,577.25
Cash Construction Company	\$3,676,640.10	N/A	\$3,676,640.10
Patin Construction, LLC	\$3,946,784.00	N/A	\$3,946,784.00

The lowest bidder was Skyblue Utilities (Total Bid amount of \$2,052,131.92). We have checked and no significant math errors were found for the low bidder.

The City has reviewed the qualifications of Skyblue Utilities and found them to have recent relevant experience and have received positive reference checks from other similar projects that they have performed. Therefore, it is Walter P Moore's recommendation that the City of Leander proceed with the award of this construction contract to Skyblue Utilities for their Total Bid amount of \$2,052,131.92. Should you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in blue ink that reads "Susan Turreita".

Susan Turreita, PE
Principal

Attachments: Bid Tabulation



CITY OF LEANDER
BID TABULATION

CERTIFIED BID TAB

Date Prepared: October 25th, 2023

BID CERTIFICATION & CONTRACT REP: SUSAN TURRIETA, PE.
PROJECT MANAGER: GABRIEL MORALES, PE.
DURATION: 140 CALENDAR DAYS (SUB)

BID OPENING DATE: 10/12/2023
TIME: 11:30 AM
LOCATION: 201 N. BRUSHY STREET, LEANDER TX 78641
PRICE EXPIRATION: 90 Calendar Days
LIQUIDATED DAMAGES: \$1,000 / Calendar Days

PROJECT: Lakeline Blvd 16" Waterline Extension
BID INVITATION NO: CIPS23-012
PROJECT NUMBER(S): P1CP-22-0038

RESPONSES: 8
ESTIMATE: \$2,300,253

BIDDER(S):					SKYBLUE UTILITIES		C.C. CARLTON INDUSTRIES		AUSTIN ENGINEERING CO							
LOCATION:					AUSTIN, TX		AUSTIN, TX		AUSTIN, TX							
GUARANTEE: BB-Bid Bond CC-Cashiers Check CTC-Cert. Check.					5% BB		5% BB		5% BB							
ADDENDA(S) ACKNOWLEDGED					YES		YES		NO							
NO.	BID ITEM	QTY	UNIT	ITEM DESCRIPTION	UNIT	AMOUNT	UNIT	AMOUNT	UNIT	AMOUNT						
1	TXDOT-401	18	CY	FLOWABLE BACKFILL	\$	228.00	\$	4,104.00	\$	550.00	\$	9,900.00	\$	350.00	\$	6,300.00
2	102S-AC	1	LS	CLEARING AND GRUBBING	\$	17,100.00	\$	17,100.00	\$	9,500.00	\$	9,500.00	\$	12,000.00	\$	12,000.00
3	110S-A	35	CY	STREET EXCAVATION	\$	91.20	\$	3,192.00	\$	235.00	\$	8,225.00	\$	166.00	\$	5,810.00
4	210 S-A	18	CY	FLEXIBLE BASE 8" THICK	\$	136.80	\$	2,462.40	\$	550.00	\$	9,900.00	\$	374.00	\$	6,732.00
5	340S-B	51	SY	HOT MIX ASPHALTIC CONCRETE PAVEMENT TYPE B, 2" THICK	\$	85.50	\$	4,360.50	\$	355.00	\$	18,105.00	\$	80.00	\$	4,080.00
6	432SR-4	6214	SF	RECONSTRUCT CONCRETE SIDEWALKS TO 4 INCH THICKNESS, INCLUDING REMOVAL OF EXISTING SIDEWALK	\$	13.68	\$	85,007.52	\$	11.00	\$	68,354.00	\$	14.00	\$	86,996.00
7	433S-A	680	SF	TYPE I PC CONCRETE DRIVEWAY	\$	17.10	\$	11,628.00	\$	13.75	\$	9,350.00	\$	40.00	\$	27,200.00
8	501S	289	LF	JACKING OR BORING 30" STEEL PIPE, CLASS 7/16" STEEL	\$	879.46	\$	254,163.94	\$	850.00	\$	245,650.00	\$	813.00	\$	234,957.00
9	505S-B	87	LF	ENCASEMENT PIPE 30" DIA, 7/16" STEEL	\$	556.79	\$	48,440.73	\$	290.00	\$	25,230.00	\$	345.00	\$	30,015.00
10	509S-1	3194	LF	TRECH EXCAVATION SAFETY PROTECTIVE SYSTEMS (ALL DEPTHS)	\$	3.42	\$	10,923.48	\$	1.00	\$	3,194.00	\$	5.00	\$	15,970.00
11	510-AW-A	90	LF	FACTORY RESTRAINED JOINT PIPE, 6" CL-350 DI (ALL DEPTHS)	\$	71.09	\$	6,398.10	\$	105.00	\$	9,450.00	\$	81.00	\$	7,290.00
12	510-AW-12" DIA	18	LF	12" DIA. CLASS C-900 PVC (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL	\$	116.52	\$	2,097.36	\$	170.00	\$	3,060.00	\$	155.00	\$	2,790.00
13	510-AW-16" DIA	4786	LF	16" DIA. CLASS C-900 PVC (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL	\$	145.38	\$	695,788.68	\$	153.00	\$	732,258.00	\$	174.00	\$	832,764.00
14	510-AW-24" DIA	20	LF	24" DIA. CLASS C-900 PVC (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL	\$	271.18	\$	5,423.60	\$	330.00	\$	6,600.00	\$	274.00	\$	5,480.00
15	510-KW	11.03	TON	DUCTILE IRON FITTINGS	\$	11,468.21	\$	126,494.36	\$	12,400.00	\$	136,772.00	\$	9,000.00	\$	99,270.00
16	511-A	1	EA	VALVE, GATE TYPE, 24" DIA.	\$	38,166.49	\$	38,166.49	\$	38,500.00	\$	38,500.00	\$	44,000.00	\$	44,000.00
17	511-A	16	EA	VALVE, GATE TYPE, 16" DIA.	\$	13,730.16	\$	219,682.56	\$	11,800.00	\$	188,800.00	\$	16,000.00	\$	256,000.00
18	511-A	1	EA	VALVE, GATE TYPE, 14" DIA.	\$	12,772.71	\$	12,772.71	\$	11,000.00	\$	11,000.00	\$	15,000.00	\$	15,000.00
19	511-A	1	EA	VALVE, GATE TYPE, 8" DIA.	\$	2,878.72	\$	2,878.72	\$	2,750.00	\$	2,750.00	\$	5,000.00	\$	5,000.00
20	511-A	15	EA	VALVE, GATE TYPE, 6" DIA.	\$	2,089.09	\$	31,336.35	\$	2,200.00	\$	33,000.00	\$	2,800.00	\$	42,000.00
21	511-B	16	EA	FIRE HYDRANTS (SEE STANDARD NO. 511-AW-02)	\$	6,565.26	\$	105,044.16	\$	5,800.00	\$	92,800.00	\$	6,200.00	\$	99,200.00
22	511-F	5	EA	AUTOMATIC COMBINATION AIR/VACUUM RELEASE VALVE ASSEMBLY, 2" DIAMETER	\$	9,516.42	\$	47,582.10	\$	5,850.00	\$	29,250.00	\$	5,300.00	\$	26,500.00
23	511-F	1	EA	SOLENOID CONTROL VALVE ASSEMBLY 16" PER PLANS	\$	77,833.50	\$	77,833.50	\$	54,750.00	\$	54,750.00	\$	123,000.00	\$	123,000.00
24	605 S-A	200	SY	SOIL RETENTION BLANKET CLASS 1; TYPE A	\$	6.84	\$	1,368.00	\$	6.00	\$	1,200.00	\$	2.00	\$	400.00
25	TXDOT ITEM 612	4824	LF	CONCRETE ENCASED DUCT BANK	\$	5.70	\$	27,496.80	\$	93.00	\$	448,632.0	\$	94.00	\$	453,456.00
26	609S-C	21941	SY	NATIVE SEEDING	\$	1.71	\$	37,519.11	\$	2.00	\$	43,882.00	\$	1.50	\$	32,911.50
27	610 S-A	100	LF	PROTECTIVE FENCING TYPE A CHAIN LINK FENCE (TYPICAL APPLICATION-HIGH DAMAGE POTENTIAL)	\$	17.10	\$	1,710.00	\$	12.00	\$	1,200.00	\$	12.00	\$	1,200.00
28	639S	102	LF	ROCK BERM	\$	45.60	\$	4,651.20	\$	45.20	\$	4,610.40	\$	27.00	\$	2,754.00
29	TXDOT 506	49	LF	INLET PROTECTION	\$	45.60	\$	2,234.40	\$	18.00	\$	882.00	\$	12.00	\$	588.00
30	641S	1	EA	STABILIZED CONSTRUCTION ENTRANCE	\$	1,596.00	\$	1,596.00	\$	3,000.00	\$	3,000.00	\$	1,200.00	\$	1,200.00
31	642S	10319	LF	SILT FENCE FOR EROSION CONTROL	\$	2.85	\$	29,409.15	\$	4.50	\$	46,435.50	\$	4.50	\$	46,435.50
32	863S-1	14	EA	REFLECTORIZED PAVEMENT MARKERS (TYPE I-A)	\$	171.00	\$	2,394.00	\$	28.25	\$	395.50	\$	30.00	\$	420.00
33	700 S-TM	1	LS	TOTAL MOBILIZATION PAYMENT	\$	102,600.00	\$	102,600.00	\$	119,600.00	\$	119,600.00	\$	50,000.00	\$	50,000.00
34	TXDOT 705	40	LF	REMOVE EXISTING METAL BEAM GUARD RAILING	\$	148.20	\$	5,928.00	\$	65.00	\$	2,600.00	\$	14.00	\$	560.00
35	TXDOT ITEM 450	40	LF	HANDRAIL	\$	68.40	\$	2,736.00	\$	280.00	\$	11,200.00	\$	364.00	\$	14,560.00
36	802S-BC.I.P	1	EA	C.I.P PROJECT SIGNS	\$	1,368.00	\$	1,368.00	\$	1,150.00	\$	1,150.00	\$	1,100.00	\$	1,100.00
37	803S-MO	4	MO	BARRICADES, SIGNS & TRAFFIC HANDLING	\$	4,560.00	\$	18,240.00	\$	10,000.00	\$	40,000.00	\$	14,000.00	\$	56,000.00
TOTALS:						2052131.92		2471185.40		2649939.00						

NOTES:

MATHEMATICAL ERRORS FOUND AND CORRECTED



CITY OF LEANDER
BID TABULATION

CERTIFIED BID TAB

Date Prepared: October 25th, 2023

BID CERTIFICATION & CONTRACT REP: SUSAN TURRIETA, PE.
PROJECT MANAGER GABRIEL MORALES, PE.
DURATION: 140 CALENDAR DAYS (SUB)

BID OPENING DATE: 10/12/2023
TIME: 11:30 AM
LOCATION: 201 N. BRUSHY STREET, LEANDER TX 78641
PRICE EXPIRATION: 170 CALENDAR DAYS
LIQUIDATED DAMAGES: \$1,000 / CALENDAR DAY

PROJECT: Lakeline Blvd 16" Waterline Extension
BID INVITATION NO CIPS23-012
PROJECT NUMBER(S) PICP-22-0038

RESPONSES: 8
ESTIMATE: \$2,300,253

BIDDER(S):					M&C FONSECA CONSTRUCTION CO.		QRO MEX CONSTRUCTION CO.		SMITH CONTRACTING CO.	
LOCATION:					GRANITE SHOALS, TX		GRANITE SHOALS, TX		AUSTIN, TX	
GUARANTEE: BB-Bid Bond CC-Cashiers Check CTC-Cert. Check.					5% BB		5% BB		5% BB	
ADDENDA(S) ACKNOWLEDGED					YES		YES		YES	
NO.	BID ITEM	QTY	UNIT	ITEM DESCRIPTION	UNIT	AMOUNT	UNIT	AMOUNT	UNIT	AMOUNT
1	TXDOT-401	18	CY	FLOWABLE BACKFILL	\$	280.00	\$	5,040.00	\$	300.00
2	102S-AC	1	LS	CLEARING AND GRUBBING	\$	25,000.00	\$	25,000.00	\$	70,000.00
3	110S-A	35	CY	STREET EXCAVATION	\$	90.00	\$	3,150.00	\$	36.00
4	210 S-A	18	CY	FLEXIBLE BASE 8" THICK	\$	32.00	\$	576.00	\$	1,584.00
5	340S-B	51	SY	HOT MIX ASPHALTIC CONCRETE PAVEMENT TYPE B, 2" THICK	\$	32.50	\$	1,657.50	\$	80.00
6	432SR-4	6214	SF	RECONSTRUCT CONCRETE SIDEWALKS TO 4 INCH THICKNESS, INCLUDING REMOVAL OF EXISTING SIDEWALK	\$	15.00	\$	93,210.00	\$	16.00
7	433S-A	680	SF	TYPE I PC CONCRETE DRIVEWAY	\$	17.00	\$	11,560.00	\$	18.00
8	501S	289	LF	JACKING OR BORING 30" STEEL PIPE, CLASS 7/16" STEEL	\$	700.00	\$	202,300.00	\$	635.00
9	505S-B	87	LF	ENCASEMENT PIPE 30" DIA, 7/16" STEEL	\$	275.00	\$	23,925.00	\$	425.00
10	509S-1	3194	LF	TRECH EXCAVATION SAFETY PROTECTIVE SYSTEMS (ALL DEPTHS)	\$	5.00	\$	15,970.00	\$	5.00
11	510-AW-A	90	LF	FACTORY RESTRAINED JOINT PIPE, 6" CL-350 DI (ALL DEPTHS)	\$	100.00	\$	9,000.00	\$	90.00
12	510-AW-12" DIA	18	LF	12" DIA. CLASS C-900 PVC (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL	\$	130.00	\$	2,340.00	\$	160.00
13	510-AW-16" DIA	4786	LF	16" DIA. CLASS C-900 PVC (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL	\$	205.00	\$	981,130.00	\$	195.00
14	510-AW-24" DIA	20	LF	24" DIA. CLASS C-900 PVC (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL	\$	350.00	\$	7,000.00	\$	350.00
15	510-KW	11.03	TON	DUCTILE IRON FITTINGS	\$	9,500.00	\$	104,785.00	\$	10,000.00
16	511-A	1	EA	VALVE, GATE TYPE, 24" DIA.	\$	37,500.00	\$	37,500.00	\$	32,000.00
17	511-A	16	EA	VALVE, GATE TYPE, 16" DIA.	\$	16,000.00	\$	256,000.00	\$	10,500.00
18	511-A	1	EA	VALVE, GATE TYPE, 14" DIA.	\$	15,000.00	\$	15,000.00	\$	12,000.00
19	511-A	1	EA	VALVE, GATE TYPE, 8" DIA.	\$	4,750.00	\$	4,750.00	\$	2,000.00
20	511-A	15	EA	VALVE, GATE TYPE, 6" DIA.	\$	2,500.00	\$	37,500.00	\$	2,000.00
21	511-B	16	EA	FIRE HYDRANTS (SEE STANDARD NO. 511-AW-02)	\$	6,500.00	\$	104,000.00	\$	5,500.00
22	511-F	5	EA	AUTOMATIC COMBINATION AIR/VACUUM RELEASE VALVE ASSEMBLY, 2" DIAMETER	\$	6,250.00	\$	31,250.00	\$	4,500.00
23	511-F	1	EA	SOLENOID CONTROL VALVE ASSEMBLY 16" PER PLANS	\$	30,000.00	\$	30,000.00	\$	70,000.00
24	605 S-A	200	SY	SOIL RETENTION BLANKET CLASS 1; TYPE A	\$	9.00	\$	1,800.00	\$	7.00
25	XDOT ITEM 612	4824	LF	CONCRETE ENCASED DUCT BANK	\$	125.00	\$	603,000.00	\$	125.00
26	609S-C	21941	SY	NATIVE SEEDING	\$	2.75	\$	60,337.75	\$	2.50
27	610 S-A	100	LF	PROTECTIVE FENCING TYPE A CHAIN LINK FENCE (TYPICAL APPLICATION-HIGH DAMAGE POTENTIAL)	\$	20.00	\$	2,000.00	\$	15.00
28	639S	102	LF	ROCK BERM	\$	60.00	\$	6,120.00	\$	67.00
29	TXDOT 506	49	LF	INLET PROTECTION	\$	30.00	\$	1,470.00	\$	45.00
30	641S	1	EA	STABILIZED CONSTRUCTION ENTRANCE	\$	4,500.00	\$	4,500.00	\$	2,500.00
31	642S	10319	LF	SILT FENCE FOR EROSION CONTROL	\$	6.00	\$	61,914.00	\$	5.00
32	863S-1	14	EA	REFLECTORIZED PAVEMENT MARKERS (TYPE I-A)	\$	45.00	\$	630.00	\$	25.00
33	700 S-TM	1	LS	TOTAL MOBILIZATION PAYMENT	\$	90,000.00	\$	90,000.00	\$	125,000.00
34	TXDOT 705	40	LF	REMOVE EXISTING METAL BEAM GUARD RAILING	\$	30.00	\$	1,200.00	\$	250.00
35	TXDOT ITEM 450	40	LF	HANDRAIL	\$	225.00	\$	9,000.00	\$	350.00
36	802S-BC.I.P	1	EA	C.I.P PROJECT SIGNS	\$	1,250.00	\$	1,250.00	\$	2,500.00
37	803S-MO	4	MO	BARRICADES, SIGNS & TRAFFIC HANDLING	\$	4,200.00	\$	16,800.00	\$	20,000.00
TOTALS:					2862665.25		2872594.50		3150577.25	

NOTES:

MATHEMATICAL ERRORS FOUND AND CORRECTED



CITY OF LEANDER
BID TABULATION

CERTIFIED BID TAB

Date Prepared: October 25th, 2023

BID CERTIFICATION & CONTRACT REP: SUSAN TURRIETA, PE.
PROJECT MANAGER GABRIEL MORALES, PE.
DURATION: 140 CALENDAR DAYS (SUB)

BID OPENING DATE: 10/12/2023
TIME: 11:30 AM
LOCATION: 201 N. BRUSHY STREET, LEANDER TX 78641
PRICE EXPIRATION: 170 Calendar Days
LIQUIDATED DAMAGES: \$1,000 / Calendar Days

PROJECT: Lakeline Blvd 16" Waterline Extension
BID INVITATION NO CIPS23-012
PROJECT NUMBER(S) PICP-22-0038

RESPONSES: 8
ESTIMATE: \$2,300,253

BIDDER(S):					CASH CONSTRUCTION COMPANY		PATIN CONSTRUCTION, LLC			
LOCATION:					PFLUGERVILLE, TX		TAYLOR, TX			
GUARANTEE: BB-Bid Bond CC-Cashiers Check CTC-Cert. Check.					5% BB		5% BB			
ADDENDA(S) ACKNOWLEDGED					YES		YES			
NO.	BID ITEM	QTY	UNIT	ITEM DESCRIPTION	UNIT	AMOUNT	UNIT	AMOUNT	UNIT	AMOUNT
1	TXDOT-401	18	CY	FLOWABLE BACKFILL	\$	240.00	\$	4,320.00	\$	9,000.00
2	102S-AC	1	LS	CLEARING AND GRUBBING	\$	300,000.00	\$	300,000.00	\$	15,000.00
3	110S-A	35	CY	STREET EXCAVATION	\$	70.00	\$	2,450.00	\$	350.00
4	210 S-A	18	CY	FLEXIBLE BASE 8" THICK	\$	200.00	\$	3,600.00	\$	9,000.00
5	340S-B	51	SY	HOT MIX ASPHALTIC CONCRETE PAVEMENT TYPE B, 2" THICK	\$	320.00	\$	16,320.00	\$	17,850.00
6	432SR-4	6214	SF	RECONSTRUCT CONCRETE SIDEWALKS TO 4 INCH THICKNESS, INCLUDING REMOVAL OF EXISTING SIDEWALK	\$	20.00	\$	124,280.00	\$	124,280.00
7	433S-A	680	SF	TYPE I PC CONCRETE DRIVEWAY	\$	30.00	\$	20,400.00	\$	20,400.00
8	501S	289	LF	JACKING OR BORING 30" STEEL PIPE, CLASS 7/16" STEEL	\$	1,000.00	\$	289,000.00	\$	476,850.00
9	505S-B	87	LF	ENCASEMENT PIPE 30" DIA, 7/16" STEEL	\$	380.00	\$	33,060.00	\$	69,600.00
10	509S-1	3194	LF	TRECH EXCAVATION SAFETY PROTECTIVE SYSTEMS (ALL DEPTHS)	\$	0.50	\$	1,597.00	\$	9,582.00
11	510-AW-A	90	LF	FACTORY RESTRAINED JOINT PIPE, 6" CL-350 DI (ALL DEPTHS)	\$	170.00	\$	15,300.00	\$	18,000.00
12	510-AW-12" DIA	18	LF	12" DIA. CLASS C-900 PVC (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL	\$	250.00	\$	4,500.00	\$	4,500.00
13	510-AW-16" DIA	4786	LF	16" DIA. CLASS C-900 PVC (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL	\$	210.00	\$	1,005,060.00	\$	969,165.00
14	510-AW-24" DIA	20	LF	24" DIA. CLASS C-900 PVC (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL	\$	380.00	\$	7,600.00	\$	6,000.00
15	510-KW	11.03	TON	DUCTILE IRON FITTINGS	\$	10,770.00	\$	118,793.10	\$	132,360.00
16	511-A	1	EA	VALVE, GATE TYPE, 24" DIA.	\$	41,090.00	\$	41,090.00	\$	40,000.00
17	511-A	16	EA	VALVE, GATE TYPE, 16" DIA.	\$	13,720.00	\$	219,520.00	\$	320,000.00
18	511-A	1	EA	VALVE, GATE TYPE, 14" DIA.	\$	14,630.00	\$	14,630.00	\$	20,000.00
19	511-A	1	EA	VALVE, GATE TYPE, 8" DIA.	\$	2,690.00	\$	2,690.00	\$	8,000.00
20	511-A	15	EA	VALVE, GATE TYPE, 6" DIA.	\$	2,320.00	\$	34,800.00	\$	67,500.00
21	511-B	16	EA	FIRE HYDRANTS (SEE STANDARD NO. 511-AW-02)	\$	8,000.00	\$	128,000.00	\$	160,000.00
22	511-F	5	EA	AUTOMATIC COMBINATION AIR/VACUUM RELEASE VALVE ASSEMBLY, 2" DIAMETER	\$	4,950.00	\$	24,750.00	\$	60,000.00
23	511-F	1	EA	SOLENOID CONTROL VALVE ASSEMBLY 16" PER PLANS	\$	40,260.00	\$	40,260.00	\$	135,000.00
24	605 S-A	200	SY	SOIL RETENTION BLANKET CLASS 1; TYPE A	\$	3.00	\$	600.00	\$	2,000.00
25	XDOT ITEM 612	4824	LF	CONCRETE ENCASED DUCT BANK	\$	170.00	\$	820,080.00	\$	1,109,520.00
26	609S-C	21941	SY	NATIVE SEEDING	\$	4.00	\$	87,764.00	\$	21,941.00
27	610 S-A	100	LF	PROTECTIVE FENCING TYPE A CHAIN LINK FENCE (TYPICAL APPLICATION-HIGH DAMAGE POTENTIAL)	\$	5.00	\$	500.00	\$	15,000.00
28	639S	102	LF	ROCK BERM	\$	30.00	\$	3,060.00	\$	3,060.00
29	TXDOT 506	49	LF	INLET PROTECTION	\$	10.00	\$	490.00	\$	12,250.00
30	641S	1	EA	STABILIZED CONSTRUCTION ENTRANCE	\$	1,260.00	\$	1,260.00	\$	1,800.00
31	642S	10319	LF	SILT FENCE FOR EROSION CONTROL	\$	4.00	\$	41,276.00	\$	41,276.00
32	863S-1	14	EA	REFLECTORIZED PAVEMENT MARKERS (TYPE I-A)	\$	30.00	\$	420.00	\$	3,500.00
33	700 S-TM	1	LS	TOTAL MOBILIZATION PAYMENT	\$	110,000.00	\$	110,000.00	\$	15,000.00
34	TXDOT 705	40	LF	REMOVE EXISTING METAL BEAM GUARD RAILING	\$	20.00	\$	800.00	\$	6,000.00
35	TXDOT ITEM 450	40	LF	HANDRAIL	\$	230.00	\$	9,200.00	\$	10,000.00
36	802S-BC.I.P	1	EA	C.I.P PROJECT SIGNS	\$	1,170.00	\$	1,170.00	\$	5,000.00
37	803S-MO	4	MO	BARRICADES, SIGNS & TRAFFIC HANDLING	\$	37,000.00	\$	148,000.00	\$	8,000.00
TOTALS:					3676640.10		3946784.00			

NOTES:

MATHEMATICAL ERRORS FOUND AND CORRECTED

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

This Agreement is by and between **CITY OF LEANDER, a Texas Municipal Corporation** ("Owner") and **Skyblue Utilities, Inc.** ("Contractor").

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

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Improvements including, but not limited to, installation of a new 16-inch water line, hydrants, and valves along Lakeline Boulevard between Stinnett Drive and Hero Way West and valve installation at the 280 EST.**

ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **LAKELINE BOULEVARD 16" WATERLINE EXTENSION.**

ARTICLE 3—ENGINEER

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

ARTICLE 4—CONTRACT TIMES

- 4.01 *Time is of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Dates*
- A. The Work will be substantially complete within **170** calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **200** calendar days after the date when the Contract Times commence to run.
- 4.03 *Liquidated Damages*
- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also

recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion*: Contractor shall pay Owner **One-Thousand dollars (\$1,000.00)** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **One-Thousand dollars (\$1,000.00)** for each day that expires after such time until the Work is completed and ready for final payment.
 3. *Milestones*: Contractor shall pay Owner **One-Thousand dollars (\$1,000.00)** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.05.A.1 will apply, rather than the Milestone rate.
 4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.04 *Special Damages*

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

ARTICLE 5—CONTRACT PRICE

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

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

No.	Bid Item	Item Description	Unit	Qty	Unit Price	Bid Amount
1	TXDOT-401	FLOWABLE BACKFILL	CY	18	\$228.00	\$4,104.00
2	102S-AC	CLEARING AND GRUBBING	LS	1	\$17,100.00	\$17,100.00
3	110S-A	STREET EXCAVATION	CY	35	\$91.20	\$3,192.00
4	210 S-A	FLEXIBLE BASE 8" THICK	CY	18	\$136.80	\$2,462.40
5	340S-B	HOT MIX ASPHALTIC CONCRETE PAVEMENT TYPE B, 2" THICK	SY	51	\$85.50	\$4,360.50
6	432SR-4	RECONSTRUCT CONCRETE SIDEWALKS TO 4 INCH THICKNESS, INCLUDING REMOVAL OF EXISTING SIDEWALK	SF	6,214	\$13.68	\$85,007.52
7	433S-A	TYPE I PC CONCRETE DRIVEWAY	SF	680	\$17.10	\$11,628.00
8	501S	JACKING OR BORING 30" STEEL PIPE, CLASS 7/16" STEEL	LF	289	\$879.46	\$254,163.94
9	505S-B	ENCASEMENT PIPE 30" DIA, 7/16" STEEL	LF	87	\$556.79	\$48,440.73
10	509S-1	TRECH EXCAVATION SAFETY PROTECTIVE SYSTEMS (ALL DEPTHS)	LF	3,194	\$3.42	\$10,923.48
11	510-AW-A	FACTORY RESTRAINED JOINT PIPE, 6" CL-350 DI (ALL DEPTHS)	LF	90	\$71.09	\$6,398.10
12	510-AW-12" DIA	12" DIA. CLASS C-900 PVC (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL	LF	18	\$116.52	\$2,097.36
13	510-AW-16" DIA	16" DIA. CLASS C-900 PVC (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL	LF	4,786	\$145.38	\$695,788.68
14	510-AW-24" DIA	24" DIA. CLASS C-900 PVC (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL	LF	20	\$271.18	\$5,423.60
15	510-KW	DUCTILE IRON FITTINGS	TON	11.03	\$11,468.21	\$126,494.36
16	511-A	VALVE, GATE TYPE, 24" DIA.	EA	1	\$38,166.49	\$38,166.49
17	511-A	VALVE, GATE TYPE, 16" DIA.	EA	16	\$13,730.16	\$219,682.56
18	511-A	VALVE, GATE TYPE, 14" DIA.	EA	1	\$12,772.71	\$12,772.71
19	511-A	VALVE, GATE TYPE, 8" DIA.	EA	1	\$2,878.72	\$2,878.72
20	511-A	VALVE, GATE TYPE, 6" DIA.	EA	15	\$2,089.09	\$31,336.35
21	511-B	FIRE HYDRANTS (SEE STANDARD NO. 511-AW-02)	EA	16	\$6,565.26	\$105,044.16
22	511-F	AUTOMATIC COMBINATION AIR/VACUUM RELEASE VALVE ASSEMBLY, 2" DIAMETER	EA	5	\$9,516.42	\$47,582.10
23	511-F	SOLENOID CONTROL VALVE ASSEMBLY 16" PER PLANS	EA	1	\$77,833.50	\$77,833.50
24	605 S-A	SOIL RETENTION BLANKET CLASS 1; TYPE A	SY	200	\$6.84	\$1,368.00

25	TXDOT ITEM 6129	CONCRETE ENCASED DUCT BANK	LF	4,824	\$5.70	\$27,496.80
26	609S-C	NATIVE SEEDING	SY	21,941	\$1.71	\$37,519.11
27	610 S-A	PROTECTIVE FENCING TYPE A CHAIN LINK FENCE (TYPICAL APPLICATION-HIGH DAMAGE POTENTIAL)	LF	100	\$17.10	\$1,710.00
28	639S	ROCK BERM	LF	102	\$45.60	\$4,651.20
29	TXDOT 506	INLET PROTECTION	LF	49	\$45.60	\$2,234.40
30	641S	STABILIZED CONSTRUCTION ENTRANCE	EA	1	\$1,596.00	\$1,596.00
31	642S	SILT FENCE FOR EROSION CONTROL	LF	10,319	\$2.85	\$29,409.15
32	863S-1	REFLECTORIZED PAVEMENT MARKERS (TYPE I-A)	EA	14	\$171.00	\$2,394.00
33	700 S-TM	TOTAL MOBILIZATION PAYMENT	LS	1	\$102,600.00	\$102,600.00
34	TXDOT 705	REMOVE EXISTING METAL BEAM GUARD RAILING	LF	40	\$148.20	\$5,928.00
35	TXDOT ITEM 450	HANDRAIL	LF	40	\$68.40	\$2,736.00
36	802S-BC.I.P	C.I.P PROJECT SIGNS	EA	1	\$1,368.00	\$1,368.00
37	803S-MO	BARRICADES, SIGNS & TRAFFIC HANDLING	MO	4	\$4,560.00	\$18,240.00
TOTAL						\$2,052,131.92

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

- B. Total of Lump Sum Amounts and Unit Price Work (subject to final Unit Price adjustment) **Two million fifty-two thousand one hundred thirty-one dollars ninety-two cents (\$2,052,131.92).**
- C. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

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

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **30th** day from Owner approval of Application for Payment of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions or, as may be provided elsewhere in the Contract.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments

previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

- a. **Ninety-Five (95)** percent of the value of the Work completed (with the balance being retainage).
 - b. **Eighty (80)** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **Ninety-Five (95)** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **Five (5)** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

- A. All amounts not paid when due will bear interest at the rate of **4.25%** percent per annum.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
- 1. This Agreement.
 - 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 - 3. Evidence of Insurance
 - 4. City of Leander Standard Definitions, Terms and Conditions
 - 5. Standard General Conditions. Edits highlighted.
 - 6. Supplementary Conditions
 - 7. Sales and Use Tax Certificate
 - 8. Specifications as listed in the table of contents of the project manual (copy of list attached).
 - 9. Drawings listed on the attached sheet index.
 - 10. IFB Bid documents.

11. Addenda No. 1
12. Addenda No. 2
13. Addenda No. 3
14. Addenda No. 4
15. Addenda No. 5
16. Addenda No. 6
17. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Project Schedule
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above) and the terms and conditions of the Contract Documents are incorporated by reference and made part of this Agreement.
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

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

4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.
- B. Although drawn by Owner, both parties hereto expressly agree and assert that in the event of any dispute over its meaning or application, this Agreement shall be interpreted reasonably and fairly, and neither more strongly for nor against either party.
- C. This Agreement is to be governed by and shall be construed in accordance with the laws of the State of Texas without regard to conflicts of law principles, thereof. Proper venue for any dispute or litigation shall be only in Williamson County, Texas.
- D. This Agreement and all rights and obligations contained herein may not be assigned by Contractor without the prior written approval of the City. However, Contractor shall have the right to employ such assistance as may be required for the performance of the project, including the use of subcontractors, which employment shall not be deemed an assignment of the Contractors’ rights and duties hereunder.
- E. To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, Contractor represents that neither Contractor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Contractor (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms “boycotts Israel” and “boycott Israel” as used in this paragraph have the meanings assigned to the term “boycott Israel” in Section 808.001 of the Texas Government Code, as amended.
- F. To the extent this Agreement constitute a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, Contractor represents that Contractor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Contractor is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.
- G. Contractor hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and to the extent such Section is not inconsistent with a governmental entity’s constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds. As used in the foregoing verification, “boycott energy company” means, without an ordinary business purpose,

refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by the preceding statement in (A).

- H. Contractor hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" means: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; but does not include (a) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; or (b) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.
- I. Texas law requires that business entities, as defined in Texas Government Code, Section 2252.908, who contract with the City complete the on-line of Form 1295 "Certificate of Interested Parties" as promulgated by the Texas Ethics Commission (<https://www.ethics.state.tx.us/filinginfo/1295/>). Form 1295 is also required for any and all contract amendments, extensions or renewals. Prior to any payment to Contractor hereunder, Contractor shall provide proof of submission to the City Secretary that the appropriate Form 1295 documentation has been submitted.

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

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

Owner:

CITY OF LEANDER

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name: Isaac D. Turner

(typed or printed)

Title: Interim City Manager

(typed or printed)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

Contractor:

Skyblue Utilities, Inc.

(typed or printed name of organization)

By:

Guillermina Sanchez

(individual's signature)

Date:

(date signed)

Name: Guillermina Sanchez M.

(typed or printed)

Title: President

(typed or printed)

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

Attest:

(individual's signature)

Title:

Vice-President

(typed or printed)

Address for giving notices:

PO Box 1001

Kingsland, TX 78639

Designated Representative:

Name:

Oscar Arreguin

(typed or printed)

Title:

Project Manager

(typed or printed)

Address:

PO Box 1001,

Kingsland, TX 78639

Phone:

(325) 388-2500

Email:

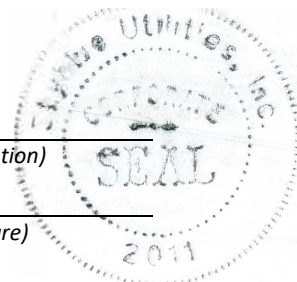
bookkeeping@skyblueui.com

License No.:

(where applicable)

State:

Texas



RESOLUTION

BE IT RESOLVED by the Board of Directors of Skyblue Utilities, Inc. that Guillermina Sanchez M. is hereby authorized to execute contracts on behalf of the corporation.

Jose Guillermo Rubio, Secretary, is authorized to attest the signature binding the corporation.



Skyblue Utilities, Inc.

Corporate Name

By: Guillermina Sanchez
(Guillermina Sanchez M.)

Title: President

Jose Rubio
Secretary of Corporation

CERTIFICATION

I, Jose Guillermo Rubio, certify that the above resolution was adopted by the Board of Directors of Skyblue Utilities, Inc. at a meeting the 13th of November, 2023.

Jose Rubio
(Signature)
Jose Guillermo Rubio
Secretary



EXECUTIVE SUMMARY
12/7/2023

AGENDA SUBJECT:

Approval of Task Order TSIT-39 with TSIT for materials testing at Sandy Creek Water Treatment Plant-Residuals Handling Improvements & Treatment Module Addition (PICP-23-0060) (CIP W.69), in the amount of \$52,577.20; and authorize the Interim City Manager to execute all necessary documents.

BACKGROUND:

Award of Task Order Agreement with TSIT, Inc. for the construction material testing services of the Sandy Creek Water Treatment Plant-Residuals Handling Improvements & Treatment Module Addition (PICP-23-0060) (CIP W.69), in the amount of \$52,577.20; and authorize the Interim City Manager to execute all necessary documents.

The project was awarded to General Contractor on October 10, 2023. The General Contractor has received Notice to Proceed on November 9, 2023. To support the quality control of soil backfill, of concrete mix and strength, and of hot-mix asphalt, TSIT has submitted a proposal in the amount of \$52,577.20.

HISTORY/TIMELINE:

08/09/2021 - TSIT was pre-qualified and approved as a vendor for the City
08/18/2022 - Renewal and extension of Professional Service Agreement by Council

APPLICANT/AGENT:

RECOMMENDATION:

The City Staff recommends approval of the Construction Material Testing Services task order agreement between TSIT, Inc. and the City of Leander, and authorize the Interim City Manager to execute any and all necessary documents.

PRESENTER:

Roman Poudyal, PE, Project Manager

Fiscal Impact

<u>Amount requested:</u>	\$52,577.20
<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>	23-02-8365 Sandy Creek WTP, Water CIP

Attachments:

1. Task Order TSIT-39
2. Testing Proposal - Sandy Creek WTP

TASK ORDER FOR PROFESSIONAL SERVICES

TASK ORDER NO. TSIT-39

This will constitute authorization by the City of Leander, Texas (Owner), for TSIT Engineering and Consulting, LLC Inc. (TSIT Inc.) (Professional), to proceed with the following described engineering test services.

Sandy Creek Water Treatment Plant – Residuals Handling Improvements & Treatment Module Addition (PICP-23-0060)(CIP W.69)

A. PROJECT DESCRIPTION

Materials Testing for **Sandy Creek Water Treatment Plant – Residuals Handling Improvements & Treatment Module Addition** located along Trail Ends Road, Leander, TX

B. SCOPE OF SERVICES

TSIT Inc. will provide testing services as described in the attached Proposal.

C. DELIVERABLES

TSIT Inc. will provide deliverables as described in the attached Proposal.

D. BASIS OF COMPENSATION

The total compensation for **Sandy Creek Water Treatment Plant – Residuals Handling Improvements & Treatment Module Addition** shall not exceed the estimated amount of **\$ 52,577.50** as shown on the attached proposal without authorization from the City Manager. 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 materials testing lab will work expeditiously to complete the testing services described herein as they are scheduled by the Construction Inspector.

TSIT Inc. will begin work as soon as authorized and scheduled by City Construction Inspector as services are requested.

APPROVED:

CITY OF LEANDER, TEXAS

By _____

Interim City Manager

Title _____

Attest _____

Date _____

ACCEPTED:

TSIT ENGINEERING AND CONSULTING, LLC

By: 

Title: _____ President _____

Attest _____

Date: 11/15/23

November 15, 2023

City of Leander
P.O. Box 319
Leander, TX 78646

Attn: Mr. Isaac D. Turner, Interim City Manager
E ITurner@leandertx.gov

Re: CMT Testing
Sandy Creek Water Treatment Plant
Residuals Handling Improvements & Treatment Module Addition
Leander, TX
TSIT Estimate of Fees No. P23177

Mr. Turner,

TSIT Engineering and Consulting, LLC is delighted for this opportunity to submit our estimate of fees for Construction Material Testing Services on the above referenced project. Our (TSIT) estimate is based on a review of project plans provided by K-Friese + Associates, dated 4/17/2023

We anticipate:

- Soils Testing for Civil and Structural subgrade improvements.
- Soils Testing for Utility Trench Backfill
- Testing for Water Storm Water Ponds (Berms/Slopes)
- Concrete Testing for Utility Structure concrete placements, per city request.
- Concrete Testing for Civil and Structural concrete placements, per city request.
- HMAC Sampling and Testing
- Project Management and Administration

Estimated Testing Budget: \$52,277.50

Sincerely,

T. Smith Testing & Inspection, LLC.
Firm Registration F-5278



Aaron Cotton, Jr., President
Director of Central Texas Operations

Attachment: Estimate of Testing Costs

ESTIMATE OF CONSTRUCTION MATERIALS TESTING FEES No. P23177
SANDY CREEK WATER TREATMENT PLANT
RESIDUALS HANDLING IMPROVEMENTS &
TREATMENT MODULE ADDITION
LEANDER, TX

SERVICE	Unit Rate	Units	Unit Cost
SOILS			
Soil Testing	\$70.00	120 hour	\$8,400.00
Soil Testing (OT)	\$105.00	0 hour	\$0.00
Moisture Density Relations ASTM D-698	\$200.00	6 each	\$1,200.00
Atterberg Limits	\$75.00	6 each	\$450.00
Decant (-200)	\$75.00	6 each	\$450.00
In Place Density ASTM D-6938 (each)	\$25.00	200 each	\$5,000.00
CONCRETE FOOTING INSPECTIONS			
Project Engineer (Visual & Probing Insp.)	\$150.00	16 each	\$2,400.00
Reinforcing "Rebar" Inspections	\$70.00	16 each	\$1,120.00
CONCRETE			
Concrete Inspection	\$70.00	150 hour	\$10,500.00
Concrete Inspection (OT)	\$105.00	0 hour	\$0.00
Concrete Cylinders (5 per set)	\$25.00	250 each	\$6,250.00
Concrete Specimen Pickup	\$70.00	40 hour	\$2,800.00
Asphalt			
Asphalt Field Inspector #1 (TxDOT Level 1B)	\$70.00	8 hour	\$560.00
Asphalt Field Inspector #2 (TxDOT Level 1B)	\$70.00	8 hour	\$560.00
Extraction/Gradation (Percent Asphaltic Bitumen and Aggregate P	\$200.00	4 each	\$800.00
Maximum Theoretical Specific Gravity (of Asphalt Mixture)	\$100.00	4 each	\$400.00
Asphalt Content (Ignition Burn Off)	\$175.00	4 each	\$700.00
Percent Density/Air Voids (Lab Molded) (set of 3)	\$25.00	4 set	\$100.00
HMAC Cores (5.5"D)	\$17.50	45 inch	\$787.50
Percent Density/Air Voids (cores)	\$40.00	8 each	\$320.00
TRAVEL			
Trip Charge (each)	\$60.00	110 each	\$6,600.00
PROJECT MANAGEMENT			
Project Management	\$125.00	16 hour	\$2,000.00
Clerical	\$55.00	16 hour	\$880.00
Note: Project Management time is billed as time for reviewing reports, coordination, and consultation.			
ESTIMATED BUDGET:			\$52,277.50

NOTES:

- 1) This is an estimate of the cost for testing and inspection. Construction schedules and unforeseen circumstances may affect the final cost. Only work performed will be invoiced. This is not a guarantee not to exceed cost estimate, if it becomes apparent the cost estimate will be exceeded, we will notify our client as soon as this situation is noted.
- 2) All services billed at a hourly rate and charged at the applicable rate, portal-to-portal with a **3 hour minimum**.
- 3) Overtime rates of 1.5 times the regular hourly rate will be charged for hours worked over 8 hours per day Monday thru Friday or on Saturdays. Services performed on Sundays and recognized holidays will be billed at 2.0 times the regular hourly rate.
- 4) Additional test not specified in this proposal will be quoted upon request.
- 5) The estimated units above do not include stand-by-time for contractor non-readiness or retests of previously failing tests.

Payment Terms Net 30 Days

Fort Worth:
7473 Airport Freeway
Fort Worth, Texas 76118
Phone: (817) 589-9933

Dallas: Page 2 of 2
2211 Century Center Blvd, Ste 101
Irving, Texas 75062
Phone: (972) 573-6083

Austin:
304 Hazlewood St., Ste 3
Leander, Texas 78641
Phone: (512) 337-5596



EXECUTIVE SUMMARY
12/7/2023

AGENDA SUBJECT:

Approval of a Resolution authorizing a Purchasing Agreement between the City of Leander, Texas, and Firetrol Protection Systems, Inc. for the purchase of fire security systems and monitoring services through BuyBoard Contract 654-21 in the amount of \$60,000.00 for the term of contract expiring November 30, 2024; providing for an effective date; and authorize the Interim City Manager to execute any and all necessary documents.

BACKGROUND:

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

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

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

This agreement allows the City to purchase items from the vendor up to \$60,000.00 in costs on/or before the expiration date of November 30, 2024.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval

PRESENTER:

Billy Wusterhausen, Fire Chief

	<u>Fiscal Impact</u>
<u>Amount requested:</u>	\$60,000.00
<u>Approved in current budget (Yes / No):</u>	Yes
<u>Expenditure (New / Amended):</u>	New

Recurring or one-time:

Fund source (Operating / Utility / etc.):

Recurring

General Fund

Attachments:

1. Resolution- Firetrol
2. CO-OP Contract- Firetrol Executed

AN RESOLUTION OF THE CITY OF LEANDER, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEANDER, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR THE PURCHASE OF FIRE AND SECURITY SYSTEMS AND MONITORING SERVICES FROM FIRETROL PROTECTION SYSTEMS INC. AS AN APPROVED VENDOR PURSUANT TO A COOPERATIVE PURCHASING PROGRAM; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE PROVIDING A SAVINGS CLAUSE, PROVIDING AN EFFECTIVE DATE, PROVIDING AN OPEN MEETINGS CLAUSE, AND PROVIDING FOR OTHER RELATED MATTERS.

WHEREAS, the City of Leander ("City") desires to purchase Fire and Security Systems and Monitoring Services, and related goods; and

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

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

WHEREAS, the City is a member of BuyBoard; and

WHEREAS, Firetrol Protection Systems Inc. is an approved vendor of BuyBoard; and

WHEREAS, the City desires to have the City Manager of the City of Leander execute an agreement for the purchase said goods and services from Firetrol Protection Systems Inc. through BuyBoard in an amount not to exceed \$60,000.00.

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

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

Section 2. Authorization. The City Manager is hereby authorized to negotiate and execute a purchase agreement in the same or substantially same form as the purchase agreement attached hereto as **Exhibit A** to effectuate the purchase of Fire and Security Systems and Monitoring Services from Firetrol Protection Systems Inc. as an approved vendor of BuyBoard subject to the powers and duties prescribed by the City of Leander Code of Ordinances and not to exceed \$60,000.00.

Section 3. Severability. If any provision of this Resolution is illegal, invalid, or unenforceable under present or future laws, the remainder of this Resolution will not be affected and, in lieu of each illegal, invalid, or unenforceable provision, a provision as similar in terms to the illegal, invalid, or unenforceable provision as is possible and is legal, valid, and enforceable will be added to this Resolution.

Section 4. Effective Date. This Resolution will become effective upon its adoption, passage by the City Council in accordance with the procedures on the date of passage as required and publication as required by law.

Section 5. Open Meetings. It is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED this ____ day of _____, 2023.

CITY OF LEANDER, TEXAS

BY: _____
Christine DeLisle, Mayor

ATTEST:

Dara Crabtree, City Secretary

"A"

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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 Firetrol Protection Systems Inc., its successors or assigns.

2.01 EFFECTIVE DATE AND TERM

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

B. This Agreement shall terminate November 30, 2024.

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 **Sixty Thousand and No/100 Dollars (\$60,000.00)** for the term of this Agreement.

6.01 INVOICES

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

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

7.01 NON-APPROPRIATION AND FISCAL FUNDING

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

8.01 PROMPT PAYMENT POLICY

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

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

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

9.01 SUPPLEMENTAL AGREEMENT

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

10.01 GRATUITIES AND BRIBES

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

11.01 TAXES

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

12.01 ORDERS PLACED WITH ALTERNATE VENDORS

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

13.01 CITY'S REPRESENTATIVE

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

Billy Wusterhausen
Fire Department Chief
101 Sonny Dr.
Leander, Texas 78641

512-528-1664
bwusterhausen@leandertx.gov

14.01 INSURANCE

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

15.01 RIGHT TO ASSURANCE

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

16.01 DEFAULT

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

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

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

17.01 TERMINATION AND SUSPENSION

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

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

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

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

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

18.01 INDEMNIFICATION

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

19.01 COMPLIANCE WITH LAWS, CHARTER, AND ORDINANCES

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

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

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

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

E. The Vendor hereby verifies that it and its parent's company, wholly or majority-

owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and to the extent such section is not inconsistent with a governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing or investment of funds. As used in the foregoing verification, "boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil-based energy and does not commit or pledge to meet environmental standards beyond federal and state law: or (B) does business with a company described as by the preceding statement in (A).

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

20.01 ASSIGNMENT AND DELEGATION

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

21.01 NOTICES

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

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

Notice to Vendor:

Firetrol Protection Systems Inc.
4616 West Howard Lane, Building 7, Suite 700
Austin, TX 78728

Notice to City:

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

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

22.01 APPLICABLE LAW; ENFORCEMENT AND VENUE

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

23.01 EXCLUSIVE AGREEMENT

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

24.01 DISPUTE RESOLUTION

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

25.01 SEVERABILITY

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

26.01 MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

City of Leander

Firetrol Protection Systems Inc.

Donnie Rogers

Digitally signed by Donnie Rogers
DN: C=US, E=drogers@firetrol.net,
O=Firetrol Protection Systems,
Inc., CN=Donnie Rogers
Date: 2023.11.07 07:24:09-06'00'

Signature

Print Name: _____

Title: Interim City Manager

Date: _____

Signature

Print Name: Donnie Rogers

Title: District General Manager

Date: November 7, 2023



EXECUTIVE SUMMARY
12/7/2023

AGENDA SUBJECT:

Approval of a Resolution authorizing a Master Interlocal Cooperative Purchasing Agreement between the City of Leander, Texas and National Purchasing Partners (NPPGov) for the purchase of uniform services, utility and fire vehicles, heavy machinery, law enforcement equipment, and other goods and services; providing for an effective date; and authorizing the Interim City Manager to execute any and all necessary documents.

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.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

City staff recommend approval of this interlocal contract and resolution.

PRESENTER:

Cheryl Kaufman, Purchasing Manager

Fiscal Impact

N/A

Attachments:

1. NPPGov Interlocal Resolution
2. NPPGov Contract

A RESOLUTION OF THE CITY OF LEANDER, TEXAS

RESOLUTION NO.

A RESOLUTION OF THE CITY OF LEANDER, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A MASTER INTERLOCAL COOPERATIVE PURCHASING AGREEMENT BETWEEN THE CITY OF LEANDER, TEXAS AND NATIONAL PURCHASING PARTNERS (“NPPGOV”) FOR THE PURCHASE OF GOODS AND SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council for the City of Leander, Texas desires to enter into an Interlocal Agreement with National Purchasing Partners (“NPPGov”) for the purchase of goods and services; and

WHEREAS, Chapter 791 of the Texas Government Code, as amended, provides authorization for local governments to enter into Interlocal Agreements; and

WHEREAS, the City Council has reviewed the Agreement and finds it to be in the best interest of the citizens of Leander;

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

SECTION 1: The City Manager is hereby authorized, on behalf of the City of Leander, Texas to sign an Interlocal Agreement for the purchase of goods and service attached hereto and incorporated herein as Exhibit “A”.

SECTION 2: This Resolution shall take effect immediately from and after its passage and it is accordingly resolved.

DULY ORDERED by the City Council of the City of Leander, Texas, this the 7th day of December 2023.

ATTEST:

APPROVED:

Dara Crabtree, City Secretary

Christine DeLisle, Mayor

EXHIBIT "A"

Intergovernmental Cooperative Purchasing Agreement

This Intergovernmental Agreement (Agreement) is by and between the “Lead Contracting Agency” and participating government entities (“Participating Agencies”), that are members of National Purchasing Partners (“NPPGov”), including members of Public Safety GPO, First Responder GPO, Law Enforcement GPO, Education GPO and EMS GPO that agree to the terms and conditions of this Agreement. The Lead Contracting Agency and all Participating Agencies shall be considered as “parties” to this agreement.

WHEREAS, upon completion of a formal competitive solicitation and selection process, the Lead Contracting Agency has entered into Master Price Agreements with one or more Vendors to provide goods and services, often based on national sales volume projections;

WHEREAS, NPPGov provides group purchasing, marketing and administrative support for governmental entities. NPPGov’s marketing and administrative services are free to its membership, which includes participating public entities and nonprofit institutions throughout North America.

WHEREAS, NPPGov has instituted a cooperative purchasing program under which member Participating Agencies may reciprocally utilize competitively solicited Master Price Agreements awarded by the Lead Contracting Agency;

WHEREAS, the Master Price Agreements provide that all qualified government members of NPPGov may purchase goods and services on the same terms, conditions and pricing as the Lead Contracting Agency, subject to applicable local and state laws of the Participating Agencies;

WHEREAS, the parties agree to comply with the requirements of the Intergovernmental Cooperation Act as may be applicable to the local and state laws of the Participating Agencies;

WHEREAS, the parties desire to conserve and leverage resources, and to improve the efficiency and economy of the procurement process while reducing solicitation and procurement costs;

WHEREAS, the parties are authorized and eligible to contract with governmental bodies and Vendors to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, the parties desire to contract with Vendors under the terms of the Master Price Agreements;

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1: LEGAL AUTHORITY

Each party represents and warrants that it is eligible to participate in this Agreement because it is a local government created and operated to provide one or more governmental functions and possesses adequate legal authority to enter into this Agreement.

ARTICLE 2: APPLICABLE LAWS

The procurement of goods and services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules, and regulations that govern each party's procurement policies. Competitive Solicitations are intended to meet the public contracting requirements of the Lead Contracting Agency and may not be appropriate under, or satisfy Participating Agencies' procurement laws. It is the responsibility of each party to ensure it has met all applicable solicitation and procurement requirements. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.

ARTICLE 3: USE OF BID, PROPOSAL OR PRICE AGREEMENT

- a. A "procuring party" is defined as the Lead Contracting Agency or any Participating Agency that desires to purchase from the Master Price Agreements awarded by the Lead Contracting Agency.
- b. Each procuring party shall be solely responsible for their own purchase of goods and services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation of law or contract by a procuring party, and the procuring party shall hold non-procuring parties and all unrelated procuring parties harmless from any liability that may arise from action or inaction of the procuring party.
- c. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar goods and services outside the scope of the Master Price Agreement.
- d. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.
- e. The cooperative use of bids, proposals or price agreements obtained by a party to this Agreement shall be in accordance with the terms and conditions of the bid, proposal or price agreement, except as modified where otherwise allowed or required by applicable law, and does not relieve the party of its other solicitation requirements under state law or local policies.

ARTICLE 4: PAYMENT OBLIGATIONS

The procuring party will make timely payments to Vendors for goods and services received in accordance with the terms and conditions of the procurement. Payment for goods and services, inspections and acceptance of goods and services ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Vendor shall be resolved in accordance with the law and venue rules of the state of the procuring party.

ARTICLE 5: COMMENCEMENT DATE

This Agreement shall take effect after execution of the “Lead Contracting Agency Endorsement and Authorization” or “Participating Agency Endorsement and Authorization,” as applicable.

ARTICLE 6: TERMINATION OF AGREEMENT

This Agreement shall remain in effect until terminated by a party giving 30 days written notice to “Lead Contracting Agency”

ARTICLE 7: ENTIRE AGREEMENT

This Agreement and any attachments, as provided herein, constitute the complete Agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 8: CHANGES AND AMENDMENTS

This Agreement may be amended only by a written amendment executed by all parties, except that any alterations, additions, or deletions of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO OR MORE ORIGINALS BY EXECUTION AND ATTACHMENT OF “THE LEAD CONTRACTING AGENCY ENDORSEMENT AND AUTHORIZATION” OR “PARTICIPATING AGENCY ENDORSEMENT AND AUTHORIZATION,” AS APPLICABLE. ONCE EXECUTED, IT IS THE RESPONSIBILITY OF EACH PARTY TO FILE THIS AGREEMENT WITH THE PROPER AGENCY IF REQUIRED BY LOCAL OR STATE LAW.

**LEAGUE OF OREGON CITIES
ENDORSEMENT AND AUTHORIZATION**

The undersigned acknowledges, on behalf of the League of Oregon Cities (“Lead Contracting Agency”) that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by the League of Oregon Cities to Participating Agencies locally, regionally, and nationally through NPPGov. Copies of Master Price Agreements and any amendments thereto made available by the League of Oregon Cities will be provided to Participating Agencies and NPPGov to facilitate use by Participating Agencies.

The undersigned understands that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agencies.

The undersigned affirms that he/she is an agent of the League of Oregon Cities and is duly authorized to sign this League of Oregon Cities Endorsement and Authorization.

DocuSigned by:

38C546F8869143E...

BY:
ITS:

Date: 3/26/2020

League of Oregon Cities Contact Information:

Contact Person: Mike Culley
Address: 1201 Court St NE #200, Salem, OR 97301
Telephone No.: 503-588-6550
Email: mculley@orcities.org

**PARTICIPATING AGENCY
ENDORSEMENT AND AUTHORIZATION**

The undersigned acknowledges, on behalf of City of Leander ("Participating Agency") that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by the Lead Contracting Agency to Participating Agencies locally, regionally, and nationally through NPPGov.

The undersigned further acknowledges that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agency and that neither the Lead Contracting Agency nor NPPGov shall be held liable for any costs or damages incurred by or as a result of the actions of the Vendor or any other Participating Agency. Upon award of contract, the Vendor shall deal directly with the Participating Agency concerning the placement of orders, disputes, invoicing and payment.

The undersigned affirms that he/she is an agent of City of Leander and is duly authorized to sign this Participating Agency Endorsement and Authorization.

Date: 12/07/2023

BY: Isaac D. Turner
ITS: Interim City Manager

Participating Agency Contact Information:

Contact Person: Cheryl Kaufman, CPPB
Address: Purchasing Manager
105 N Brushy Street
Leander, TX 78641
Telephone No.: 512-528-2730
Email: Ckaufman@leandertx.gov



EXECUTIVE SUMMARY
12/7/2023

AGENDA SUBJECT:

Award of Solicitation CIPS23-021 to C. C. Carlton Industries, LTD in the amount of \$1,431,000.00 for construction services for the Wastewater Collection System Lift Station Improvements, Phase 1 Lift Station 6 (CIP WW.44); and authorize the Interim City Manager to execute any and all necessary documents.

BACKGROUND:

Solicitation CIPS23-021 was issued in September 2023 for the procurement of the construction services for the Wastewater Collection System Lift Station Improvements, Phase 1 Lift Station 6.

The solicitation was announced through:

- The Hill Country News
- City of Leander website: [<https://bids.leandertx.gov/>]
- Civcast
- Bidnet
- State of Texas ESBD website (statewide notice)
- Williamson County CMBL and HUB vendor notification

Ninety-four (94) vendors were notified directly of the solicitation. Four (4) bids were received. C. C. Carlton Industries, LTD was selected as the lowest qualified bidder.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

City staff recommends award of Solicitation CIPS23-021, to C. C. Carlton Industries, LTD.

PRESENTER:

Gina M. Ellison, P.E., Public Works Director

	<u>Fiscal Impact</u>
<u>Amount requested:</u>	\$1,431,000.00
<u>Approved in current budget (Yes / No):</u>	Yes
<u>Expenditure (New / Amended):</u>	New

Recurring or one-time:

One-Time

Fund source (Operating / Utility / etc.):

27-03-8713 CIP WW Imp

Attachments:

1. Contract Agreement
2. WW.44 Letter of Recommendation 10.20.2023

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

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

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

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Improvements including, but not limited to, the demolition of the existing lift station (LS #6), construction of a replacement lift station, installation of a pre-assembled PumpMate unit, installation of a genset, and other appurtenant work.**

ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Wastewater Collection System Lift Station Improvements Phase 1, Lift Station #6.**

ARTICLE 3—ENGINEER

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

ARTICLE 4—CONTRACT TIMES

- 4.01 *Time is of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Dates*
- A. The Work will be substantially complete on or before **four hundred (400) days** and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **four hundred and thirty (430) days.**
- 4.05 *Liquidated Damages*
- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time.

Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

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

4.06 *Special Damages*

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

ARTICLE 5—CONTRACT PRICE

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

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

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
1	Mobilization	LS	1	\$ 70,000.00	\$ 70,000.00
2	Clearing/grubbing	LS	1	\$ 5,800.00	\$ 5,800.00
3	Protection and restoration of site	LS	1	\$ 7,000.00	\$ 7,000.00
4	Stabilized Construction Entrance	EA	1	\$ 3,000.00	\$ 3,000.00
5	Rock Berm	LF	30	\$ 80.00	\$ 2,400.00
6	Excavation and grading	LS	1	\$ 26,000.00	\$ 26,000.00
7	Bypass Pumping	LS	1	\$ 102,000.00	\$ 102,000.00
8	Wet well, pumps, ancilliary items and appurtenances	LS	1	\$ 410,000.00	\$ 410,000.00
9	USEMCO PumpMate	EA	1	\$ 115,000.00	\$ 115,000.00
10	Wetwell and Converted Manhole Coating	LS	1	\$ 20,000.00	\$ 20,000.00
11	Conversion of existing 8' wet well to manhole	LS	1	\$ 43,000.00	\$ 43,000.00
12	4' Dia. Wastewater Manhole	EA	1	\$ 16,000.00	\$ 16,000.00
13	4" DIP Force Main	LF	95	\$ 180.00	\$ 17,100.00
14	8" Wastewater SDR-26 PVC	LF	80	\$ 90.00	\$ 7,200.00
15	Control panel	EA	1	\$ 72,000.00	\$ 72,000.00
16	SCADA	LS	1	\$ 113,000.00	\$ 113,000.00
17	Genset	LS	1	\$ 115,000.00	\$ 115,000.00
18	Electrical Equipment Shelter	LS	1	\$ 41,000.00	\$ 41,000.00
19	Activated Carbon Drums Odor Control system	LS	1	\$ 22,500.00	\$ 22,500.00
20	Jib crane, hoist and trolley	LS	1	\$ 65,000.00	\$ 65,000.00
21	Retaining wall (detention basin)	SF	200	\$ 220.00	\$ 44,000.00
22	Pond Concrete Structure With Concrete and Rock Rip Rap Apron	LS	1	\$ 11,000.00	\$ 11,000.00
23	Fencecrete w/ Steel Gate	LS	1	\$ 60,000.00	\$ 60,000.00
24	Stairs	LS	1	\$ 9,500.00	\$ 9,500.00
25	Area Light	EA	1	\$ 16,500.00	\$ 16,500.00
26	7" Concrete drive	SY	150	\$ 110.00	\$ 16,500.00

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
27	Wheel Stop	EA	2	\$ 250.00	\$ 500.00
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$ 1,431,000.00

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

- B. Total of Lump Sum Amounts and Unit Price Work (subject to final Unit Price adjustment) **One million four hundred thirty-one thousand dollars zero cents (\$1,431,000.00).**
- C. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

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

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **30th** day from Owner approval of Application for Payment of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions or, as may be provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. **Ninety-Five (95)** percent of the value of the Work completed (with the balance being retainage).
 - b. **Eighty (80)** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **Ninety-Five (95)** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **Five (5)** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

- A. All amounts not paid when due will bear interest at the rate of **4.25%** percent per annum.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement.
 - 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 - 3. Evidence of Insurance
 - 4. City of Leander Standard Definitions, Terms and Conditions
 - 5. Standard General Conditions. Edits highlighted.
 - 6. Specifications as listed in the table of contents of the project manual (copy of list attached).
 - 7. Drawings listed on the attached sheet index.
 - 8. IFB Bid documents.
 - 9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Project Schedule
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above) and the terms and conditions of the Contract Documents are incorporated by reference and made part of this Agreement.
- C. There are no Contract Documents other than those listed above in this Article 7.

- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
 7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

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

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.
- B. Although drawn by Owner, both parties hereto expressly agree and assert that in the event of any dispute over its meaning or application, this Agreement shall be interpreted reasonably and fairly, and neither more strongly for nor against either party.
- C. This Agreement is to be governed by and shall be construed in accordance with the laws of the State of Texas without regard to conflicts of law principles, thereof. Proper venue for any dispute or litigation shall be only in Williamson County, Texas.
- D. This Agreement and all rights and obligations contained herein may not be assigned by Contractor without the prior written approval of the City. However, Contractor shall have the right to employ such assistance as may be required for the performance of the project, including the use of subcontractors, which employment shall not be deemed an assignment of the Contractors' rights and duties hereunder.
- E. To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of

compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, Contractor represents that neither Contractor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Contractor (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms "boycotts Israel" and "boycott Israel" as used in this paragraph have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended.

- F. To the extent this Agreement constitute a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, Contractor represents that Contractor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Contractor is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.
- G. Contractor hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and to the extent such Section is not inconsistent with a governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds. As used in the foregoing verification, "boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by the preceding statement in (A).
- H. Contractor hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" means: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; but does not include (a) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; or (b) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or for any traditional business reason that is

specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

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

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

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

Owner:

CITY OF LEANDER

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

Isaac D. Turner

(typed or printed)

Title:

Interim City Manager

(typed or printed)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Contractor:

C. C. Carlton Industries, Ltd.

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

Benjamin Lyon

(typed or printed)

Title:

CEO of CCCI

(typed or printed)

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

Attest:

(individual's signature)

Title:

Project Mgmt. Admin.

(typed or printed)

Address for giving notices:

3102 Bee Caves Rd.

STE. 200

Austin, TX 78746

Designated Representative:

Name:

Benjamin Lyon

(typed or printed)

Title:

CEO

(typed or printed)

Address:

3102 Bee Caves Rd.

STE. 200

Austin, TX 78746

Phone:

(936) 870-6325

Email:

BLyon@cccCarlton.com

License No.:

(where applicable)

State:



1500 County Road 269
Leander, TX 78641

P.O. Box 2029
Leander, TX 78646-2029

October 20, 2023

Honorable Christine DeLisle, Mayor
City of Leander
P.O. Box 319
Leander, TX 78646

Re: Wastewater Collection System Lift Station Improvements, Phase 1 Lift Station 6
Letter of Award Recommendation

Dear Mayor DeLisle:

Bids were publicly opened and read on September 28, 2023 for the above referenced project. As reflected on the attached Bid Tabulation, four (4) bids were received. The responsive and responsible bidder is C. C. Carlton Industries, LTD. We have contacted this bidder and confirmed he wants the contract at the amount bid.

As a result of our evaluation, and verification of contractor references, we hereby recommend the City award a construction contract to C.C. Carolton Industries, LTD. in the amount of \$1,431,000.00 for all Base Bid work, with final amounts dependent on actual installed quantities. The project is to be funded with Community Impact Fee funds and is within the fundable range.

We have prepared a Notice of Award and Agreement for execution by you in the event the City Council votes to follow this recommendation. Once the Contractor signs the Agreement and all bond and insurance requirements have been satisfied, a Notice to Proceed will be issued. Under the General Conditions of the Agreement, the Contractor shall begin construction within ten (10) days of the notice to proceed and substantially complete the project within four hundred (400) calendar days, excluding any justified delays.

Please let us know if you have any questions in this regard.

Sincerely,

Rebecca J. Howley, P.E., CFM

RJH/s

Attachment

PN: 14845

Bid Tabulation
 Bid Date: October 5, 2023

Project: Wastewater Collection System Lift Station Improvement LS#6
 Checked By: Rebecca Howley, PE, CFM

Wastewater Collection System Lift Station Improvement Phase 2				Liberty Civil Construction		Austin Engineering Co., Inc.	
Item		Approx.		Unit		Unit	
No.	Item	Quantity	Unit	Price	Extension	Price	Extension
1	Mobilization	1	LS	\$46,838.50	\$46,838.50	\$75,000.00	\$75,000.00
2	Clearing/grubbing	1	LS	\$8,695.00	\$8,695.00	\$10,000.00	\$10,000.00
3	Protection and restoration of site	1	LS	\$46,112.39	\$46,112.39	\$15,000.00	\$15,000.00
4	Stabilized Construction Entrance	1	EA	\$1,249.68	\$1,249.68	\$3,000.00	\$3,000.00
5	Rock Berm	30	LF	\$54.66	\$1,639.80	\$30.00	\$900.00
6	Excavation and grading	1	LS	\$8,438.84	\$8,438.84	\$75,000.00	\$75,000.00
7	Bypass Pumping	1	LS	\$216,574.15	\$216,574.15	\$10,000.00	\$10,000.00
8	Wet well, pumps, ancillary items and appurtenances	1	LS	\$631,685.66	\$631,685.66	\$656,000.00	\$656,000.00
9	USEMCO PumpMate	1	EA	\$83,203.38	\$83,203.38	\$80,000.00	\$80,000.00
10	Wetwell and Converted Manhole Coating	1	LS	\$39,050.93	\$39,050.93	\$58,000.00	\$58,000.00
11	Conversion of existing 8' wet well to manhole	1	LS	\$23,867.15	\$23,867.15	\$10,000.00	\$10,000.00
12	4' Dia. Wastewater Manhole	1	EA	\$11,313.54	\$11,313.54	\$8,500.00	\$8,500.00
13	4" DIP Force Main	95	LF	\$215.32	\$20,455.40	\$160.00	\$15,200.00
14	8" Wastewater SDR-26 PVC	80	LF	\$146.87	\$11,749.60	\$180.00	\$14,400.00
15	Control panel	1	EA	\$72,878.87	\$72,878.87	\$125,000.00	\$125,000.00
16	SCADA	1	LS	\$117,866.72	\$117,866.72	\$89,200.00	\$89,200.00
17	Genset	1	LS	\$111,141.88	\$111,141.88	\$56,250.00	\$56,250.00
18	Electrical Equipment Shelter	1	LS	\$21,714.30	\$21,714.30	\$28,500.00	\$28,500.00
19	Activated Carbon Drums Odor Control system	1	LS	\$44,004.09	\$44,004.09	\$8,000.00	\$8,000.00
20	Jib crane, hoist and trolley	1	LS	\$46,375.39	\$46,375.39	\$45,000.00	\$45,000.00
21	Retaining wall (detention basin)	200	SF	\$198.20	\$39,640.00	\$300.00	\$60,000.00
22	Pond Concrete Structure With Concrete and Rock Rip Rap Apron	1	LS	\$3,551.29	\$3,551.29	\$5,000.00	\$5,000.00
23	Fencecrete w/ Steel Gate	1	LS	\$56,906.25	\$56,906.25	\$57,000.00	\$57,000.00
24	Stairs	1	LS	\$2,890.08	\$2,890.08	\$2,000.00	\$2,000.00
25	Area Light	1	EA	\$12,146.48	\$12,146.48	\$3,450.00	\$3,450.00
26	7" Concrete drive	150	SY	\$122.22	\$18,333.00	\$167.00	\$25,050.00
27	Wheel Stop	2	EA	\$607.33	\$1,214.66	\$300.00	\$600.00
TOTAL BASE BID:					\$1,699,537.03		\$1,536,050.00

Bid Tabulation
 Bid Date: October 5, 2023

Project: Wastewater Collection System Lift Station Improvement LS#6
 Checked By: Rebecca Howley, PE, CFM

Wastewater Collection System Lift Station Improvement Phase 2				JM Pipeline, LLC		C.C. Carolton Industries, LTD	
Item		Approx.		Unit		Unit	
No.	Item	Quantity	Unit	Price	Extension	Price	Extension
1	Mobilization	1	LS	\$75,000.00	\$75,000.00	\$70,000.00	\$70,000.00
2	Clearing/grubbing	1	LS	\$11,440.00	\$11,440.00	\$5,800.00	\$5,800.00
3	Protection and restoration of site	1	LS	\$12,630.00	\$12,630.00	\$7,000.00	\$7,000.00
4	Stabilized Construction Entrance	1	EA	\$5,900.00	\$5,900.00	\$3,000.00	\$3,000.00
5	Rock Berm	30	LF	\$300.00	\$9,000.00	\$80.00	\$2,400.00
6	Excavation and grading	1	LS	\$39,100.00	\$39,100.00	\$26,000.00	\$26,000.00
7	Bypass Pumping	1	LS	\$241,600.00	\$241,600.00	\$102,000.00	\$102,000.00
8	Wet well, pumps, ancilliary items and appurtenances	1	LS	\$281,650.00	\$281,650.00	\$410,000.00	\$410,000.00
9	USEMCO PumpMate	1	EA	\$113,750.00	\$113,750.00	\$115,000.00	\$115,000.00
10	Wetwell and Converted Manhole Coating	1	LS	\$50,000.00	\$50,000.00	\$20,000.00	\$20,000.00
11	Conversion of existing 8' wet well to manhole	1	LS	\$40,000.00	\$40,000.00	\$43,000.00	\$43,000.00
12	4' Dia. Wastewater Manhole	1	EA	\$10,140.00	\$10,140.00	\$16,000.00	\$16,000.00
13	4" DIP Force Main	95	LF	\$255.00	\$24,225.00	\$180.00	\$17,100.00
14	8" Wastewater SDR-26 PVC	80	LF	\$330.00	\$26,400.00	\$90.00	\$7,200.00
15	Control panel	1	EA	\$54,600.00	\$54,600.00	\$72,000.00	\$72,000.00
16	SCADA	1	LS	\$120,915.00	\$120,915.00	\$113,000.00	\$113,000.00
17	Genset	1	LS	\$120,250.00	\$120,250.00	\$115,000.00	\$115,000.00
18	Electrical Equipment Shelter	1	LS	\$71,700.00	\$71,700.00	\$41,000.00	\$41,000.00
19	Activated Carbon Drums Odor Control system	1	LS	\$38,200.00	\$38,200.00	\$22,500.00	\$22,500.00
20	Jib crane, hoist and trolley	1	LS	\$19,500.00	\$19,500.00	\$65,000.00	\$65,000.00
21	Retaining wall (detention basin)	200	SF	\$312.00	\$62,400.00	\$220.00	\$44,000.00
22	Pond Concrete Structure With Concrete and Rock Rip Rap Apron	1	LS	\$2,540.00	\$2,540.00	\$11,000.00	\$11,000.00
23	Fencecrete w/ Steel Gate	1	LS	\$34,450.00	\$34,450.00	\$60,000.00	\$60,000.00
24	Stairs	1	LS	\$9,100.00	\$9,100.00	\$9,500.00	\$9,500.00
25	Area Light	1	EA	\$5,200.00	\$5,200.00	\$16,500.00	\$16,500.00
26	7" Concrete drive	150	SY	\$215.00	\$32,250.00	\$110.00	\$16,500.00
27	Wheel Stop	2	EA	\$850.00	\$1,700.00	\$250.00	\$500.00
TOTAL BASE BID:					\$1,513,640.00		\$1,431,000.00



EXECUTIVE SUMMARY
12/7/2023

AGENDA SUBJECT:

Approval of the Second Reading of an Ordinance regarding Zoning Case Z-23-0081 to amend the current zoning of PUD/TOD-CD (Planned Unit Development/Transit Oriented Development – Conventional Development Sector) to adopt the CR 269 & Hero Way Minor PUD (Planned Unit Development) with the base zoning district of GC-3-A (General Commercial) on one (1) parcel of land approximately 4.15 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R346169; and more commonly addressed as 1548 & 1550 CR 269, Leander, Williamson County, Texas.

BACKGROUND:

This request is the final step in the zoning process. Staff recommends approval. The Planning & Zoning Commission unanimously recommended approval of the request during the October 26, 2023 meeting.

HISTORY/TIMELINE:

09/22/2005 – Approval of TOD Zoning

10/26/2023 – Planning & Zoning Commission, 1st Public Hearing

11/16/2023 – City Council, 2nd Public Hearing & 1st Reading of the Ordinance

APPLICANT/AGENT:

LJA Engineering (Charles R Hager, V, PE) on behalf of GP Liberty Hill, LLC (Harold L Chapman, JR)

RECOMMENDATION:

The City Council unanimously approved this request during the November 16, 2023 meeting.

PRESENTER:

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

Fiscal Impact

N/A

Attachments:

1. Z-23-0081 Att 1 Planning Analysis - CR 269 & Hero Way
2. Z-23-0081 Att 2 Current Zoning - CR 269 & Hero Way
3. Z-23-0081 Att 3 FLU Map - CR 269 & Hero Way
4. Z-23-0081 Att 4 Public Notification - CR 269 & Hero Way

5. Z-23-0081 Att 5 Proposed Zoning - CR 269 & Hero Way
6. Z-23-0081 Att 6 Aerial Map - CR 269 & Hero Way
7. Z-23-0081 Att 7 CR 269 & Hero Way Minor PUD Notes
8. Z-23-0081 Att 8 CR 269 & Hero Way Letter of Intent
9. Z-23-0081 Att 9 CR 269 & Hero Way Neighborhood Outreach
10. Z-23-0081 Att 10 Ordinance
11. Z-23-0081 Att 11 Draft P & Z Minutes



PLANNING ANALYSIS

ZONING CASE Z-23-0081
CR 269 & HERO WAY MINOR PUD

GENERAL INFORMATION

Owner/Agent: LJA Engineering (Charles R Hager, V, PE) on behalf of GP Liberty Hill, LLC (Harold L Chapman, JR).

Current Zoning: PUD/TOD-CD (Planned Unit Development/Transit Oriented Development – Conventional Development Sector)

Proposed Zoning: Adoption of the CR 269 & Hero Way Minor PUD (Planned Unit Development) with the following base zoning district:

GC-3-A (General Commercial)

Size and Location: The property is approximately 4.15 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R346169; and more commonly addressed as 1548 & 1550 CR 269, Leander, Williamson County, Texas.

Staff Contact: Justin Hunt, Planner

APPLICANT REQUEST

The applicant has submitted a request to change the designated zoning district of their property in order to develop the property with commercial, retail, and a gas station with a convenience store.

STAFF CONCLUSIONS

Y N

- ☒ ☐ Does the proposal comply with the intent statements of the Composite Zoning Ordinance? *see page 3*
- ☒ ☐ Does the proposal comply with the goal statements of the Comprehensive Plan? *see pages 3 - 4*
- ☒ ☐ Does the proposal warrant any other special considerations? *see below*

SPECIAL CONSIDERATIONS

This property is currently included in our PUD/TOD and has a SmartCode designation of Conventional Development Sector. The next step in the process is for the applicant to submit a Minor PUD to establish the base zoning district. In this case, the applicant has requested to be removed from the SmartCode and apply the conventional zoning for the development.

SITE INFORMATION:

ABUTTING ZONING AND LAND USE:

	ZONING	LAND USE
NORTH	CD-Conventional Sector	Commercial Building

EAST	HC-5-D, HC-4-D, SFR-1-B	Les Industrial Park, Commercial Business, Single-Family House
SOUTH	Carson PUD – GC-3-A	Commercial Building
WEST	US 183 – Toll Road	US 183 – Toll Road

SURROUNDING AREA:

The property is surrounded by commercially zoned properties as well as one Interim Single-Family property. 183A Toll Road is to the West and CR 269 is to the east of the subject property.

PHYSICAL AND NATURAL FEATURES:

This property contains no significant tree cover and is relatively flat.

PROPERTY HISTORY:

The property was zoned 09/22/2005 under the PUD/TOD as part of the CD (Conventional Development) Sector.

PREVIOUS ZONING CASES:

The following zone cases were previously submitted for this property:

- No previous zoning cases.

MAJOR CORRIDORS:

183A Toll Road is adjacent to the west and CR 269 is adjacent to the east of the subject property.

TRANSPORTATION PLAN REQUIREMENTS:

This property includes the future expansion CR 269. 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
183A Toll Road	Access Controlled	Commercial Corridor	400' ROW
CR 269	Collector	Commercial Corridor	64' ROW 2 Lanes

SUBDIVISIONS:

The following subdivision cases were previously submitted for this property:

- No previous subdivision cases.

EXISTING UTILITIES:

This property has access to water along CR 269 and wastewater along 183A Toll Road.

CURRENT LAND USES:

This property is currently undeveloped.

PROPOSED ZONING DISTRICT:**MINOR PUD – PLANNED UNIT DEVELOPMENT:**

The purpose and intent of the Minor Planned Unit Development (PUD) district is to designate a base zoning district that may allow or prohibit uses without granting significant waivers. The intent of this zoning request is to remove the property from the SmartCode and provide for the development of retail, a gas station with a convenience store through the base zoning of GC-3-A. The contents of this Minor PUD further explain and illustrate the overall function desired for this development.

USE COMPONENT**GC – GENERAL COMMERCIAL:**

Features: Any use in LC plus bar, nightclub, entertainment venues, hospital, hotel, liquor store, office/warehouse, vehicle and equipment sales, leasing and repair, furniture sales, pet shop, wholesale activities less than 3,500 sq. ft.

Intent: Development of small to large scale commercial, retail, and commercial service uses located in high traffic areas. Access to this component should be provided by an arterial street. The heaviest concentration of this component should be located at intersections of arterial streets.

SITE COMPONENT**TYPE 3:**

Features: Accessory buildings up to 30% of primary building; accessory dwellings; drive-thru service; limited outdoor display and storage; outdoor fueling and washing of vehicles; overhead service doors, no indoor parking required.

Intent:

- (1) A Type 3 site component is intended to be utilized with LO and LC use components where adjacent to less restricted districts to provide for a land use transition.
- (2) This component is intended to be utilized with residential components where accessory dwellings or additional accessory structures are appropriate and are not provided for in the Type 1 or 2 site components.
- (3) This component is intended to be combined with LO, LC, GC, HC and HI components where it is appropriate to utilize the outdoor site area for outdoor fuel sales, limited outdoor display and storage or accessory buildings.
- (4) Compliance with Type 1 or 2 standards shall also be deemed as compliance with this component.

ARCHITECTURAL COMPONENT**TYPE A:**

Features: 5 or more architectural features.

Intent:

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

COMPREHENSIVE PLAN:**Applicable Comprehensive Plan goal statements**

- Guide future growth and development following the comprehensive plan to achieve a more balanced, diverse economy.

Applicable Future Land Use categories**EMPLOYMENT CENTER**

- The Employment Center future development category is for primary jobs and business in strategic locations. These areas are intended for regional-serving employment in planned campus-like environments for office, research, medical, manufacturing, light industrial, warehouse, and heavy commercial uses. To remain competitive in today's corporate marketplace, contemporary workforce-supporting elements such as amenities, retail and high-density residential are also encouraged in an integrated development pattern.

The Employment Center area is focused on meeting the plan goals of an attractive, high-quality business environment for investors to bring to Leander and grow/diversify the tax base. It complements other nearby regional mixed-use areas, but provides opportunities for larger-footprint, single-tenant buildings that can accommodate numerous employees. These areas may be developed with an auto-oriented, traditional character, or in a mixed-use urban design. In a planned environment, upper-story vertical mixed-residential is encouraged along with limited, integrated high-density residential-only buildings. Such scenarios should be tightly regulated to ensure the proper mix.

Desired Mix: 80-100% Non-Residential, 0-20% 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**

10/05/2023 - Public Notice on Hill Country News
 10/11/2023 - Mail Notification to Property Owners within 200'
 10/11/2023 - Public Hearing Signage Posted on Property
 10/26/2023 - Planning and Zoning Commission Public Hearing
 11/16/2023 - City Council Public Hearing & First Reading of the Ordinance
 12/07/2023 - 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 neighborhood outreach was conducted via certified mailed letter. The letter, 500' property owner list, and neighborhood outreach form are included as attachment #9. Below is a list of comments/concerns that were discussed during the meeting:

- No objections.

The following changes were made to address issues discussed.

- No Changes

Please see the full report from the applicant attached.

APPROVAL CRITERIA:

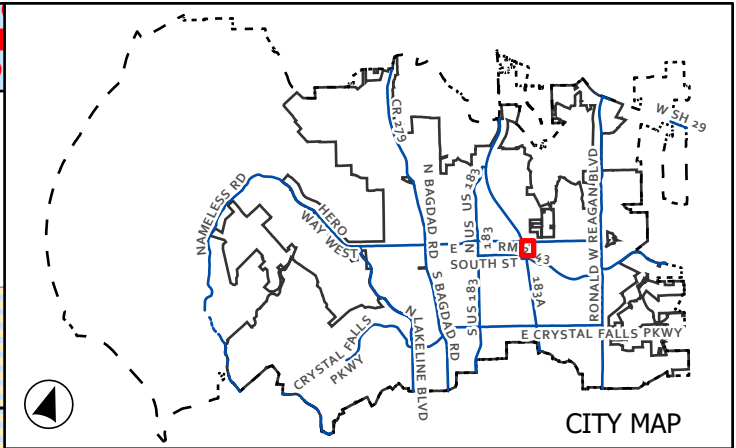
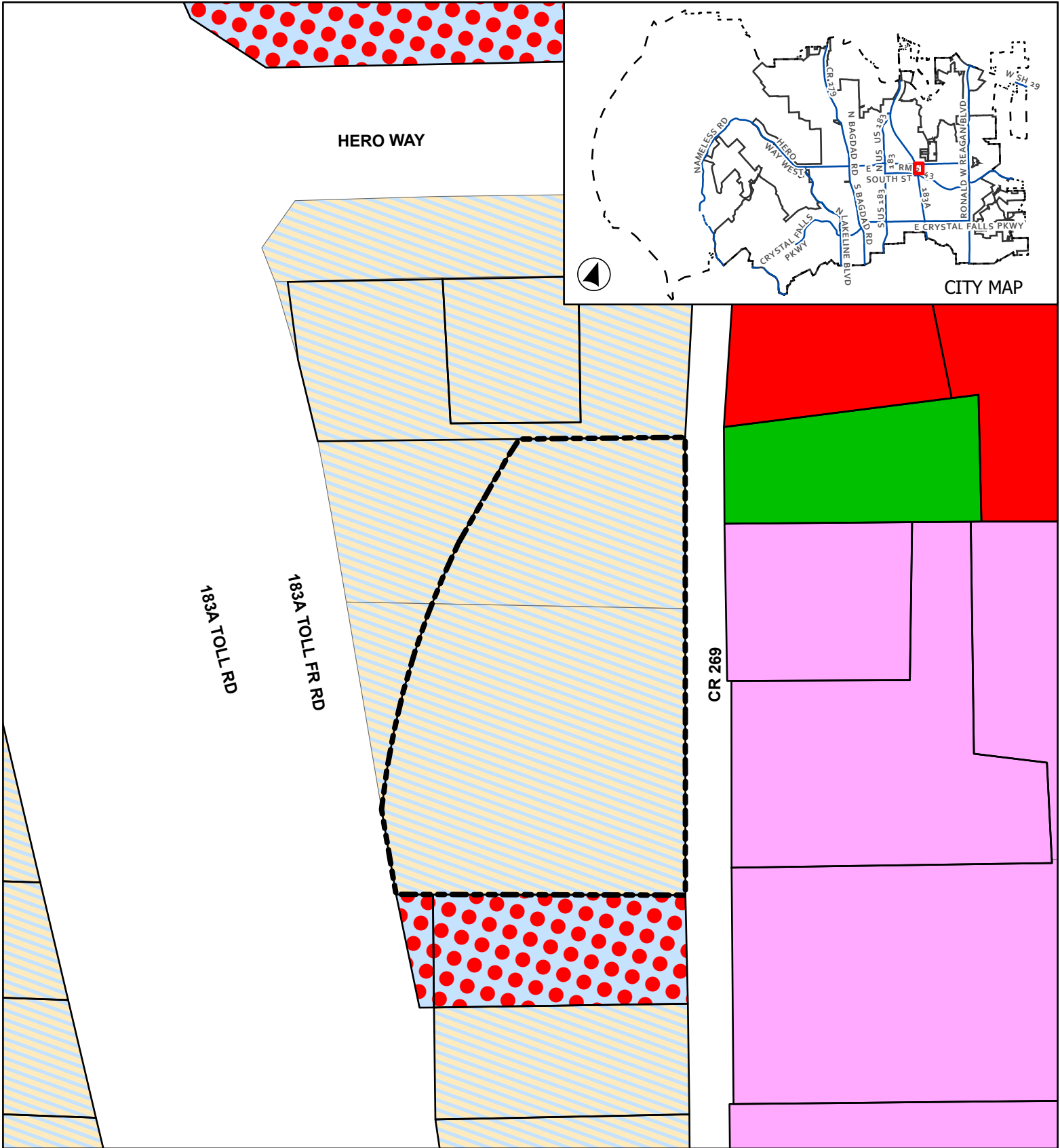
This zoning request is compatible with the existing zoning districts of surrounding properties as well as the future land use designation listed in the Comprehensive Plan Future Land Use Map.

This Planned Unit Development includes required, allowable, and prohibited uses.

The allowable uses shall include commercial, retail, restaurant, and/or convenience store with a gas station. The convenience store and gas station development shall also include a restaurant as part of the building. The remaining development shall include a minimum of 10,000 square feet of commercial, retail, and/or restaurant uses that are not associated with the gas station and convenience store.

Prohibited Uses:

- Animal hospital or animal boarding including a crematory associated with such use on site, or a crematory associated with a cemetery.
- Equipment and furniture or other similar goods sales, repair and service
- Farms or truck gardens, limited to the propagation and cultivation of plants and provided further that no poultry or livestock.
- Funeral home, including embalming and crematory facilities associated with an onsite funeral home or cemetery.
- Manufactured housing sales and accessory building sales.
- Office / warehouse including painting, plumbing or other similar commercial service.
- Transportation related facilities including commercial parking lots, passenger terminals, taxi cab stations and mass transit terminals.
- New vehicle and major equipment sales, rental or leasing, repair of new or used vehicles, body shop.
- Wholesale activities with less than 3,500 square feet of gross area of the business.
- Car wash.



CASE: Z-23-0081

ATTACHMENT 2

CR 269 & HERO WAY
MINOR PUD

Current Zoning

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

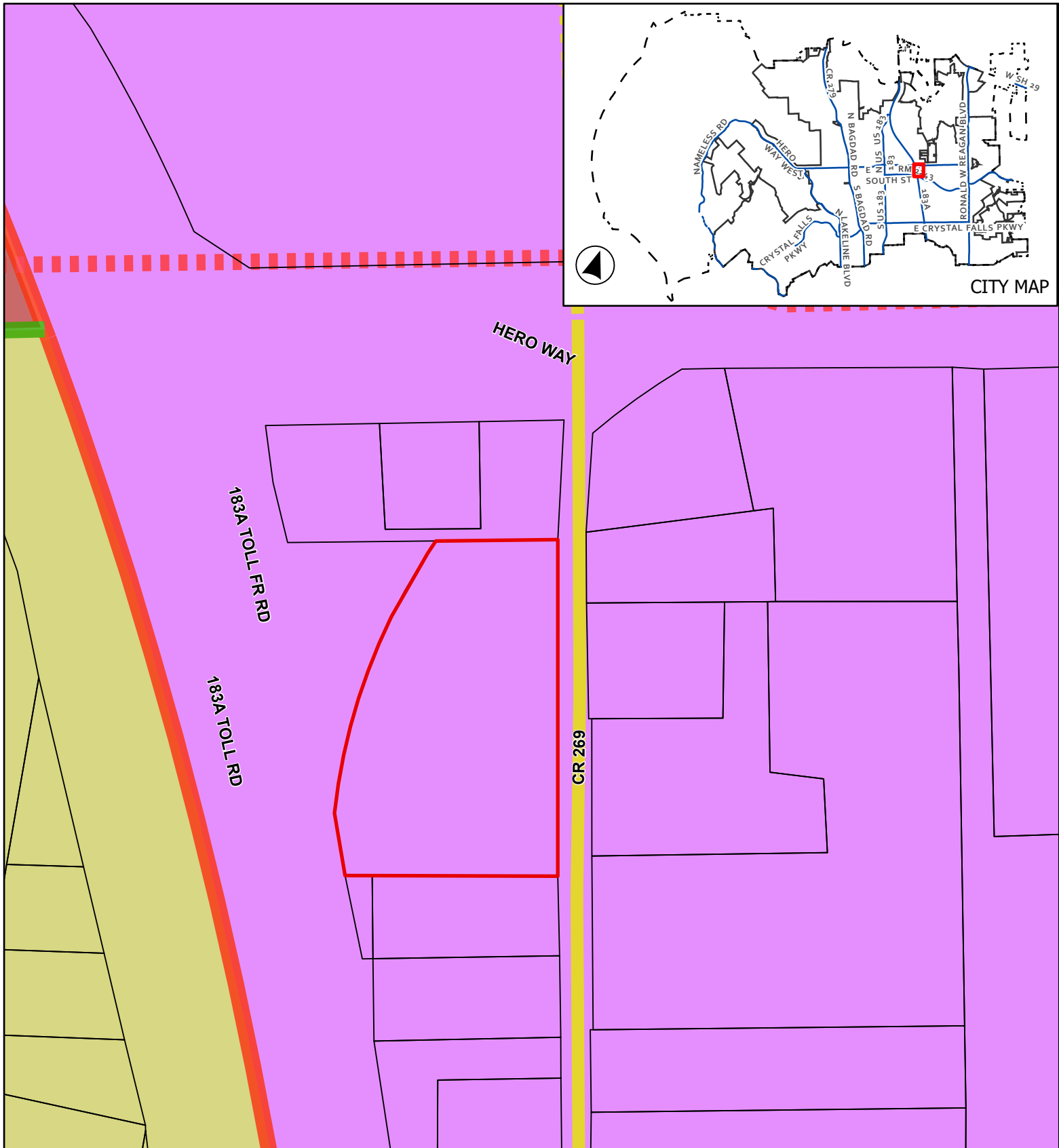
-  Leander City Limits
-  SFR - Single-Family Rural
-  GC - General Commercial
-  HC - Heavy Commercial
-  PUD - General Commercial
-  CD - Conventional Sector
-  Subject Boundary
-  Extra-Territorial Jurisdiction



0 55 110



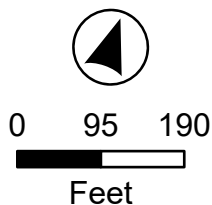
Feet



CASE: Z-23-0081 ATTACHMENT 3 CR 269 & HERO WAY MINOR PUD

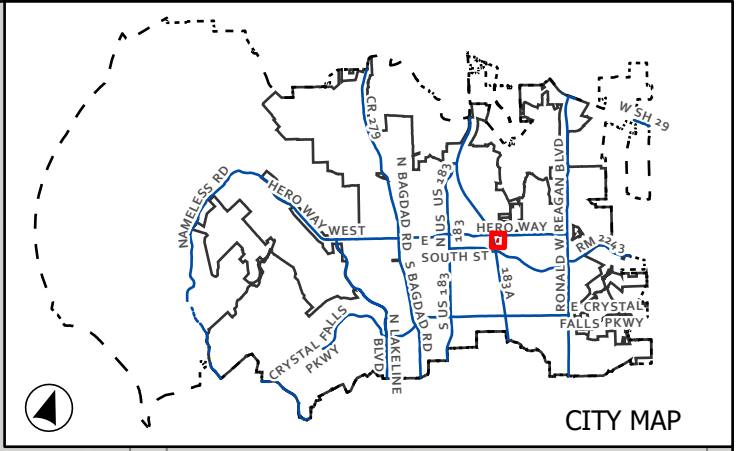
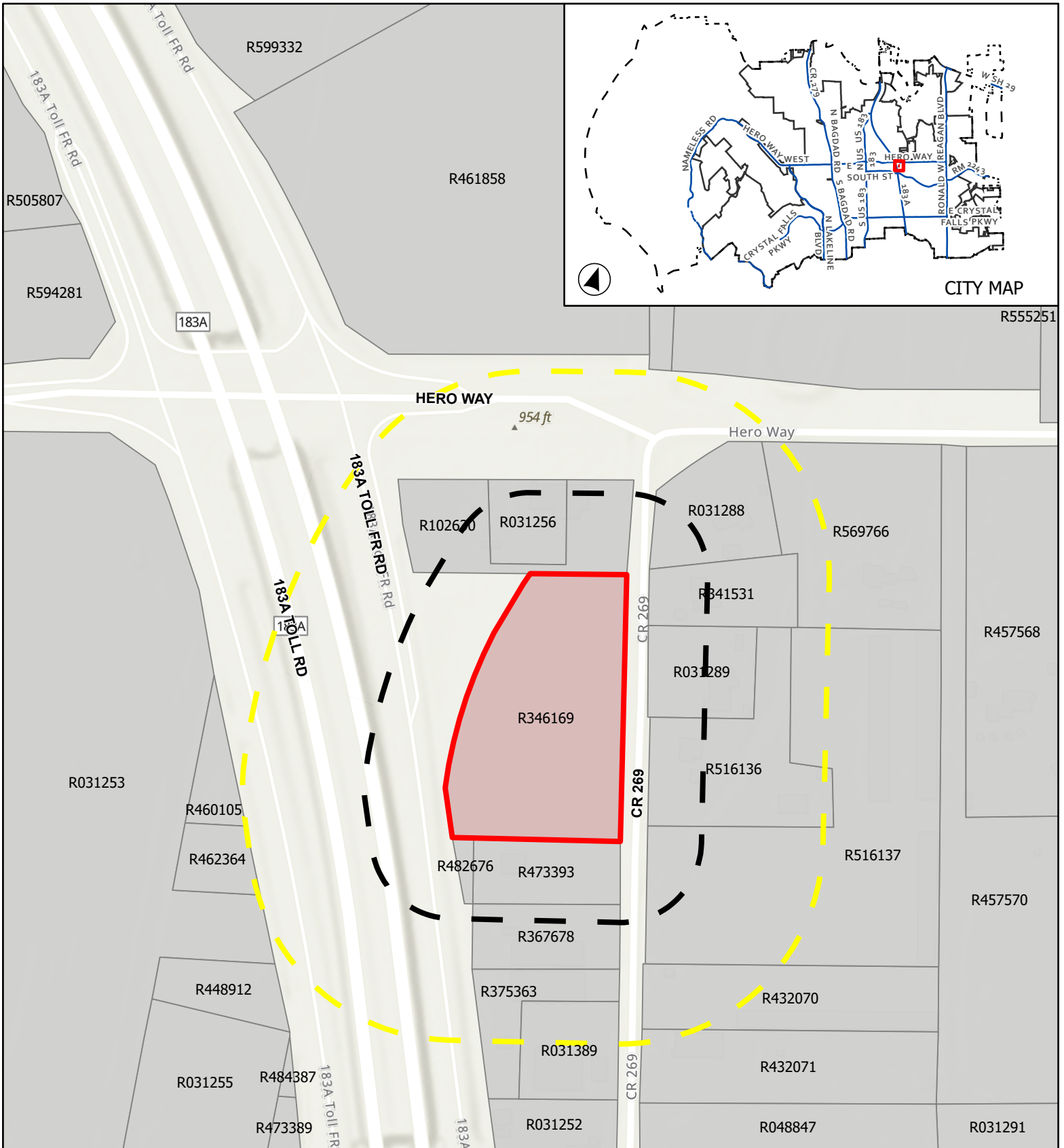
Future Land Use Map

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



- | | |
|-----------------------------|-----------------------------|
| Leander City Limits | Access Controlled, Proposed |
| ETJ Boundary | Collector, Proposed |
| Subject Boundary | Future Land Use |
| Access Controlled, Existing | Employment Center |
| Arterial 6 Lane, Existing | Urban Mixed Use |
| Collector, Existing | Leander Central |

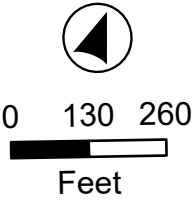
Thoroughfare Plan



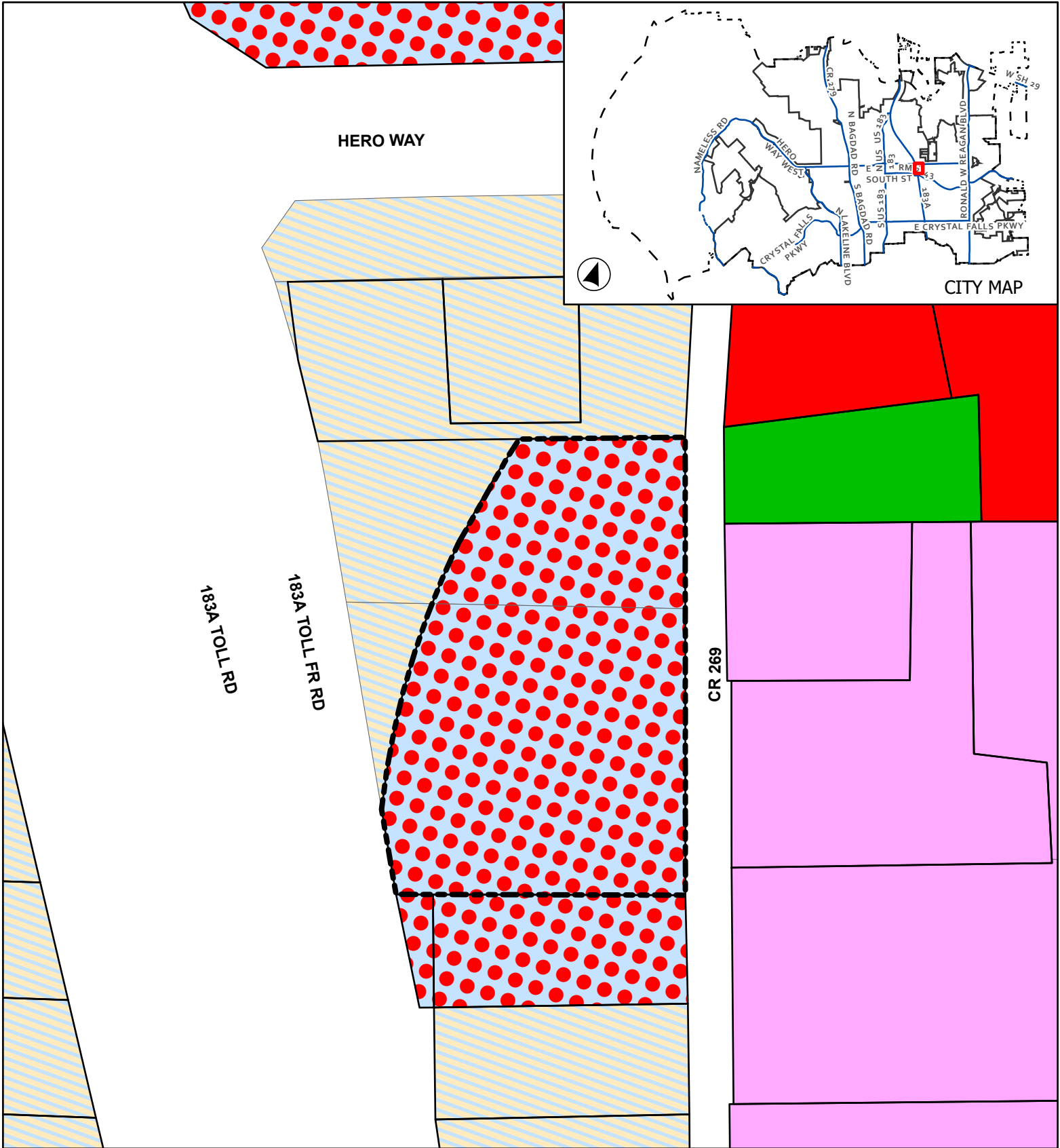
CASE: Z-23-0081 ATTACHMENT 4 CR 269 & HERO WAY MINOR PUD

Public Notification

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



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



CASE: Z-23-0081

ATTACHMENT 5

CR 269 & HERO WAY
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 | | GC - General Commercial |
| | Subject Boundary | | HC - Heavy Commercial |
| | Extra-Territorial Jurisdiction | | PUD - General Commercial |
| | SFR - Single-Family Rural | | CD - Conventional Sector |

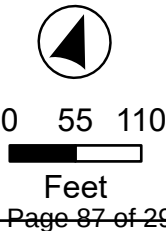


EXHIBIT A

CR 269 & Hero Way Minor Planned Unit Development

A. Purpose and Intent

1. The CR 269 & Hero Way PUD is comprised of approximately 4.15 acres, as shown in **Exhibit B**. The development of this property includes a retail plaza, gas station with convenient store, and a car wash.

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.

GC-3-A (General Commercial)

C. Required / Allowable / Prohibited Uses

1. The allowable uses shall include commercial, retail, restaurant, and/or convenience store with a gas station. The convenience store and gas station development shall also include a restaurant as part of the building. The remaining development shall include a minimum of 10,000 square feet of commercial, retail, and/or restaurant uses that are not associated with the gas station and convenience store.
2. The following uses shall be prohibited:
 - a. Animal hospital or animal boarding including a crematory associated with such use on site, or a crematory associated with a cemetery.
 - b. Equipment and furniture or other similar goods sales, repair and service
 - c. Farms or truck gardens, limited to the propagation and cultivation of plants and provided further that no poultry or livestock.
 - d. Funeral home, including embalming and crematory facilities associated with an on site funeral home or cemetery.
 - e. Manufactured housing sales and accessory building sales
 - f. Office / warehouse including painting, plumbing or other similar commercial service
 - g. Transportation related facilities including commercial parking lots, passenger terminals, taxi cab stations and mass transit terminals
 - h. New vehicle and major equipment sales, rental or leasing, repair of new or used vehicles, body shop.
 - i. Wholesale activities with less than 3,500 square feet of gross area of the business.
 - j. Car washes.



LJA Engineering, Inc.

7500 Rialto Boulevard
Building II, Suite 100
Austin, Texas 78735



Phone 512.439.4700
Fax 512.439.4716
FRN - F-1386

1550 CR 269
4.16-ACRES
LOCATION MAP
LEANDER, TX 78641

EXHIBIT

B

1 OF 1

Page 90 of 200

June 20, 2023

City of Leander Planning Department
Post Office Box 319
Leander, Texas 78646

Re: **CR 269 and Hero Way**
Letter of Intent for Minor PUD Zoning Change

To Whom it May Concern:

On behalf of GP Liberty Hill, LLC, the owner of 4.15 acres of land comprised of a portion of a 5.221-acre tract situated in the Elijah D. Harmon Survey, Abstract No. 6 in Williamson County, Texas, (Williamson County Tax Parcel ID R346169), we hereby are issuing this letter to summarize the need for a Minor Planned Unit Development (PUD) Zoning Change.

The property is currently zoned as CD-PUD/TOD (Ordinance #05-26-00) and is subject to the SmartCode. Since the desired uses include retail, a gas station with convenient store, and car wash, the City of Leander has requested we complete a Minor PUD application to establish a base zoning of GC-3-C (General Commercial – Site Component 3 – Architectural Component C). The goal is to follow all applicable requirements for the proposed zoning district to complete the project with the proposed land uses.

If you have any questions or comments, please do not hesitate to contact us at 512-439-4700 or chager@lja.com.

Sincerely,



Charles R. Hager V, P.E.
Senior Project Manager
LJA Engineering, Inc.

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.

LJA, on behalf of the owner/applicant, has contacted surrounding owners within 500' of the site via certified mail on June 22, 2023.

Certified mail receipts as well as the distributed letter and location map are included herein.

Please refer to the attachments listing addresses of properties notified and contact information.

2. Who was notified (i.e. property owners, HOA, etc)? The HOA and/or a representative if there is no organized HOA must be contacted, if applicable. Provide a separate sheet listing the contact information used including the names and addresses of the individuals.

There is no HOA established for any of the surrounding properties.

Parcels R031289 and R341531 are the only lots zoned as residential.

Parcels R516136 and R031288 appear to be in residential use, but are not zoned as such.

To be sure all residential properties were contacted, letters were sent to every property within 500' of the site.

Please refer to the attachment listing contact information of the properties notified.

3. What concerns were raised during these communications?

We are waiting to hear back, and this information will be provided once received.

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

We are waiting to hear back, and this information will be provided once received.

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

Signature: CR Hagen Date 06/22/2023

June 22, 2023

Dear Neighbor,

In accordance with City of Leander notification procedures, you are receiving this notification letter to inform you of a new development proposed at:

1548 and 1550 CR 269, Leander, TX 78641 (Williamson CAD Tax Parcel ID: R346169)

This letter is a required form of community outreach to allow the applicant to receive initial feedback from neighbors. This process is intended to raise awareness of the proposed development, to identify issues regarding perceived impacts, and to resolve the issues in an inclusive manner.

The project will be located southeast of the intersection of 183A Frontage Road and Hero Way. A retail plaza, gas station with convenient store, and a car wash will be proposed on the project site. Please see the location map included herein.

If you have questions or concerns about the proposed developed, please contact those listed below:

Current Owner
GP Liberty Hill, LLC

trencherking@gmail.com
512-657-3675

Developer
SSA Investments

sohilhmak@gmail.com
512-665-1815

Civil Engineer
LJA Engineering, Inc.
Charles Hager, P.E.
chager@lja.com
512-439-4700

If you have questions about the general process for this application, please contact the City of Leander Planning Department at 512-528-2750 or online at <https://www.leandertx.gov/planning>.



LJA Engineering, Inc.

7500 Rialto Boulevard
Building II, Suite 100
Austin, Texas 78735



Phone 512.439.4700
Fax 512.439.4716
FRN - F-1386

1550 CR 269
4.16-ACRES
LOCATION MAP
LEANDER, TX 78641

EXHIBIT

1 OF 1

MAILING LIST - PROPERTY OWNERS WITHIN 500 FT

R102630, R031256
Frederick A Jay
418 Cool Pines Dr
Pagosa Springs, CO 81147-7874

R031288
Ant Savings Corp
201 Dawn River Cv
Austin, TX 78732

R341531
Aum Ventures LLC
11117 Conchos Cv
Austin, TX 78726-1474

R031289
Leticia C Wand (TOD) & Estate of Barry Wand
1551 CR 269
Leander, TX 78641

R516136
Bad Devl LLC
103 Raley Rd
Cedar Park, TX 78613

R516137
Les Construction Inc
1665 County Road 269
Leander, TX 78641-1513

R367678
Weems Investment LLC
1710 County Road 269
Leander, TX 78641

R473393, R482676, R462364
Mike Carson
15125 Rosanky Rd
Holland, TX 76534-5046

R461858
Roger Beasley Mazda Inc
6825 Burnet Rd
Austin, TX 78757

R395316, R330612
FM 269 Investors LLC
3604 Arrowhead Dr
Austin, TX 78731

R432070
RJS Investment Mgt Co LLC
17226 Erna Rd
London, TX 78654

R432071
Scott M. Buckley
c/o Empire Fence
1731 County Road 269
Leander, TX 78641-1517

R031389
Weldon Stephen & Tammy Walker
P.O. Box 982
Leander, TX 78646-0982

R375363
TX Walker Investments LLC
P.O. Box 982
Leander, TX 78646

R484387
9800 RR 2243 LLC
4102 Cat Mountain Dr
Austin, TX 78731

R031255
Robert S Ingram
11303 RR 2222
Austin, TX 78730

R448912
9800 RR 2243 LLC
4102 Cat Mountain Dr
Austin, TX 78731

R031253
Fab-Con Products Inc
P.O. Box 249
Leander, TX 78646

R460105
Mike & Clint Carson
800 Ridgmar Rd
Leander, TX 78641

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 CR 269 & HERO WAY MINOR PUD (PLANNED UNIT DEVELOPMENT) WITH THE BASE ZONING DISTRICT OF GC-3-A (GENERAL COMMERCIAL); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the owner of the property described herein after (the "Property") has requested that the Property be rezoned;

WHEREAS, after giving at least ten (10) days written notice to the owners of land within two hundred (200') feet of the Property, the Planning & Zoning Commission held a public hearing on the proposed rezoning and forwarded its recommendation on the rezoning to the City Council;

WHEREAS, after publishing notice of the public hearing at least fifteen (15) days prior to the date of such hearing, the City Council at a public hearing has reviewed the request and the circumstances of the Property and finds that a substantial change in circumstances of the Property, sufficient to warrant a change in the zoning of the Property, has transpired;

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

SECTION 1. Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

SECTION 2. Amendment of Zoning Ordinance. Ordinance No. 05-018-00, as amended, the City of Leander Composite Zoning Ordinance (the "Zoning Ordinance" or "Code"), is hereby modified and amended by rezoning the Property as set forth in Section 3.

SECTION 3. Applicability. This ordinance applies to the following parcel of land, which is herein referred to as the "Property". That certain parcel of land being including 4.15 acres $\pm$; being more particularly described in Exhibit "B"; commonly addressed as 1548 & 1550 CR 269; identified by Williamson Central Appraisal District tax identification number R346169; more particularly described in Instrument Number 2016086336; recorded in the Official Public Records of Williamson County, Texas.

SECTION 4. Property Rezoned. The Zoning Ordinance is hereby amended by creating the CR 269 & Hero Way Minor PUD (Planned Unit Development) with the base zoning district of GC-3-A (General 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 16th day of November, 2023.
FINALLY PASSED AND APPROVED on this the 7th day of December, 2023.

ATTEST:

THE CITY OF LEANDER, TEXAS:

Dara Crabtree, City Secretary

Christine DeLisle, Mayor



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas

October 26, 2023 at 6:00 PM



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

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

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

1. Call to Order at 6:00 p.m.
2. Roll Call.
All commissioners were present except Commissioner Ron May.
3. Director's report to the Planning & Zoning Commission on actions taken by the City Council at the October 19, 2023 meeting
4. Review of meeting protocol.
5. Citizen Comments: Three (3) minutes allowed per speaker.
No one wished to speak.

CONSENT AGENDA: ACTION

6. Approval of Minutes.

Motion made by Commissioner John Cosgrove, seconded by Commissioner Deirdre Moss to approve Consent Agenda item 6.

AYE: Commissioner John Cosgrove, Commissioner Deirdre Moss, Vice Chair Laura Lantrip,
Chair Donnie Mahan, Commissioner James Oliver

5 - 0 Passed

PUBLIC HEARING: ACTION

7. Conduct a Public Hearing and consider action regarding Zoning Case Z-23-0081 to amend the current zoning of PUD/TOD-CD (Planned Unit Development/Transit Oriented Development – Conventional Development Sector) to adopt the CR 269 & Hero Way Minor PUD (Planned Unit Development) with the base zoning district of GC-3-A (General Commercial) on one parcel of land approximately 4.15 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R346169; and more commonly addressed as 1548 & 1550 CR 269, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-23-0081 as described above.

Motion made by Vice Chair Laura Lantrip, seconded by Commissioner Deirdre Moss to approve the zoning request.

Imran Sunesasa spoke in favor of this zoning request.

Suneel Vallabhaneni spoke in favor of this zoning request.

AYE: Commissioner John Cosgrove, Commissioner Deirdre Moss, Vice Chair Laura Lantrip, Chair Donnie Mahan, Commissioner James Oliver

5 - 0 Passed

8. Conduct a Public Hearing and consider action regarding Zoning Case Z-23-0083 to amend the current zoning of LC-2-B (Local Commercial) to adopt the Leander Business Center PUD (Planned Unit Development) with the base zoning district of LC-2-A (Local Commercial) on one parcel of land approximately 10.25 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R031713; and more commonly addressed as 80 Mockingbird Hill, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-23-0083 as described above.

Motion made by Commissioner James Oliver, seconded by Commissioner John Cosgrove to approve the zoning request.

Submitted via the website in favor of the zoning request:

Mark T. Monson 2812 Vista Heights Dr.

Bernard Robinsor 3708 Juniper Rim

Imran Sunesara 1905 Puccini Path

Terry Jacobs 2201 Bona Vista Way

Steven McKinney 200 Jennifer Lane

Jared Mauck 2967 Hero Way

Jack Johnson 960 Merrill Dr

Safan Dauva 1517 Sunset Vista Bnd

Anthony M. 203 Fossil Try

Aditya Gar 2112 Gabriel's Horn

Parveen Krishna 908 Azulejo Lagoon Drive

Kishore Chander 1125 Azul Lagoon Drive

Nijana Robinson 2401 Bravo Pass

Ro Redi 100 Captain Loop

Irfan Momin 2037 Bel Paese Bnd.

AYE: Commissioner John Cosgrove, Commissioner Deirdre Moss, Vice Chair Laura Lantrip, Chair Donnie Mahan, Commissioner James Oliver

5 - 0 Passed

9. Conduct a Public Hearing and consider action regarding Zoning Case Z-23-0087 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to adopt the Titan Leander PUD (Planned Unit Development) with the base zoning district of HC-4-D (Heavy Commercial) on five parcels of land approximately 115.80 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R099758, R086290, R031580, R555207, and R108828; and generally located approximately 2,000 feet to the east of the intersection of 183A Toll Road and Hero Way, on the northside of Hero Way, Leander, Williamson County, Texas.
- Discuss and consider action regarding Zoning Case Z-23-0087 as described above.

Motion made by Commissioner John Cosgrove, seconded by Commissioner James Oliver to approve the zoning request.

AYE: Commissioner John Cosgrove, Commissioner Deirdre Moss, Vice Chair Laura Lantrip, Chair Donnie Mahan, Commissioner James Oliver

5 - 0 Passed

10. Ordinance Case OR-23-0011: Hold a public hearing and consider action on amending the Sign Ordinance to update Section 3.08.11 D. Sign Illumination to address illuminated white signs, update Section 3.08.12 A. Temporary Signs to add temporary neighborhood signs, and Section 3.08.013 Master Sign Plan, and to provide for related matters; Leander, Williamson & Travis Counties, Texas. Applicant: City of Leander.
- Discuss and consider action regarding Ordinance Case OR-23-0011 as described above.

Motion made by Vice Chair Laura Lantrip, seconded by Commissioner Deirdre Moss to approve the sign ordinance.

AYE: Commissioner John Cosgrove, Commissioner Deirdre Moss, Vice Chair Laura Lantrip, Chair Donnie Mahan, Commissioner James Oliver

5 - 0 Passed

REGULAR AGENDA

11. Adjournment at 6:33 p.m.

APPROVED:

CHAIRMAN MAHAN

ATTEST:

VERONICA TOVAR
PLANNING & ZONING COMMISSION SECRETARY



EXECUTIVE SUMMARY
12/7/2023

AGENDA SUBJECT:

Approval of the Second Reading of an Ordinance regarding Zoning Case Z-23-0083 to amend the current zoning of LC-2-B (Local Commercial) to adopt the Leander Business Center Minor PUD (Planned Unit Development) with the base zoning district of LC-2-A (Local Commercial) on one (1) parcel of land approximately 10.25 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R031713; and more commonly addressed as 80 Mockingbird Hill, Leander, Williamson County, Texas.

BACKGROUND:

This request is the final step in the zoning process. Staff recommends approval. The Planning & Zoning Commission unanimously recommended approval of the request during the October 26, 2023 meeting.

HISTORY/TIMELINE:

04/21/2016 – Annexation

06/01/2017 – Zoning

04/05/2018 – Approval of a Special Use Permit to allow the office warehouse use for ten (10) years

10/26/2023 – Planning & Zoning Commission, 1st Public Hearing

11/16/2023 – City Council, 2nd Public Hearing & 1st Reading of the Ordinance

APPLICANT/AGENT:

LJA Engineering (Charles R Hager, V, PE) on behalf of GP Liberty Hill, LLC (Harold L Chapman, JR)

RECOMMENDATION:

The City Council unanimously approved this request during the November 16, 2023 meeting.

PRESENTER:

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

Fiscal Impact

N/A

Attachments:

1. Z-23-0083 Att 1 Planning Analysis - Leander Business Center
2. Z-23-0083 Att 2 Current Zoning - Leander Business Center
3. Z-23-0083 Att 3 FLU Map - Leander Business Center

4. Z-23-0083 Att 4 Public Notification - Leander Business Center
5. Z-23-0083 Att 5 Proposed Zoning - Leander Business Center
6. Z-23-0083 Att 6 Aerial - Leander Business Center
7. Z-23-0083 Att 7 Leander Business Center PUD
8. Z-23-0083 Att 8 Leander Business Center Letter of Intent
9. Z-23-0083 Att 9 Leander Business Center Neighborhood Outreach
10. Z-23-0083 Att 10 Ordinance



PLANNING ANALYSIS

ZONING CASE Z-23-0083 LEANDER BUSINESS CENTER MINOR PUD

GENERAL INFORMATION

Owner/Agent: Carlson, Brigrance & Doering, Inc (Geoff Guerrero) on behalf of Leander Flex Interests, LLC (Nick Greene).

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

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

Size and Location: The property is approximately 10.25 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R031713; and more commonly addressed as 80 Mockingbird Hill, Leander, Williamson County, Texas.

Staff Contact: Justin Hunt,
Planner

APPLICANT REQUEST

The applicant has submitted a request to change the designated zoning district of their property in order to allow for the development of local commercial uses with the additional use of office warehouse.

STAFF CONCLUSIONS

Y N

- ☒ ☐ Does the proposal comply with the intent statements of the Composite Zoning Ordinance? *see pages 2 - 3*
- ☒ ☐ Does the proposal comply with the goal statements of the Comprehensive Plan? *see pages 3 - 4*
- ☒ ☐ Does the proposal warrant any other special considerations? *see below*

SPECIAL CONSIDERATIONS

The proposed zoning change is to permanently memorialize the existing Special Use Permit (Ordinance No. 18-015-00) allowance for office warehouse uses on the property. The proposed site to be re-zoned will continue to be a Local Commercial development with the allowable office warehouse land use.

SITE INFORMATION:

ABUTTING ZONING AND LAND USE:

	ZONING	LAND USE
NORTH	SFS-2-B, SFR-1-B, ETJ	Single-Family home
EAST	LC-2-B	Single-Family home - Allows for GC uses until 2024

SOUTH	TF-2-A	Two-Family Residential -Homestead Subdivision
WEST	SFS-2-B	Undeveloped

SURROUNDING AREA:

This property is located to the east and south of single-family residential properties. In addition to the single-family, one of the properties lay within the ETJ and is associated with a future annexation agreement upon development of the property. The subject property is north of the Homestead subdivisions two-family homes, and west of a LC (Local Commercial) zoned property with a special use until 2024 to allow for GC uses.

PHYSICAL AND NATURAL FEATURES:

This property contains tree cover to the rear of the property which will need to comply with the City of Leander's tree mitigation requirements.

PROPERTY HISTORY:

The subject property was annexed into the City limits 04/21/2016.

PREVIOUS ZONING CASES:

The following zone cases were previously submitted for this property:

- Zoning case 17-Z-010 - 06/01/2017 – Current Zoning
- Special use case 18-015-00 – Allows the office warehouse use for 10 years (2028).

MAJOR CORRIDORS:

This property has access onto Mockingbird Hill, which leads to N. Bagdad Road.

TRANSPORTATION PLAN REQUIREMENTS:

This street includes no future transportation plans.

SUBDIVISIONS:

The following subdivision cases were previously submitted for this property:

- No previous subdivision cases.

EXISTING UTILITIES:

This property has potential access to water from the Homestead subdivision or by extending the waterline from the west side of N. Bagdad Road. The property may need to extend wastewater from N. Bagdad Road or potentially access wastewater by extending it from the Homestead Subdivision.

CURRENT LAND USES:

This property currently has a commercial building on the property.

PROPOSED ZONING DISTRICT:**USE COMPONENT****MINOR PUD – PLANNED UNIT DEVELOPMENT:**

The purpose and intent of the Minor Planned Unit Development (PUD) district is to designate a base zoning district that may allow or prohibit uses without granting significant waivers. The intent of this zoning request is to provide for the development of office warehouse. The contents of this Minor PUD further explain and illustrate the overall function desired for this development.

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

- Guide future growth and development following the comprehensive plan to achieve a more balanced, diverse economy.

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. Residential may not exceed 40% of the project.

Desired Mix: 40-60% Non-Residential, 0-40% 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

- 10/05/2023 - Public Notice on Hill Country News
- 10/11/2023 - Mail Notification to Property Owners within 200'
- 10/11/2023 - Public Hearing Signage Posted on Property
- 10/26/2023 - Planning and Zoning Commission Public Hearing
- 11/16/2023 - City Council Public Hearing & First Reading of the Ordinance
- 12/07/2023 - 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 neighborhood outreach was conducted via mailed letter. Letter and Neighborhood Outreach form included as attachment #9. Below is a list of comments/concerns that were discussed during the meeting:

- Resident wanted to verify that it would not change from what is currently on the site. No additional requests were made from the adjacent landowner.

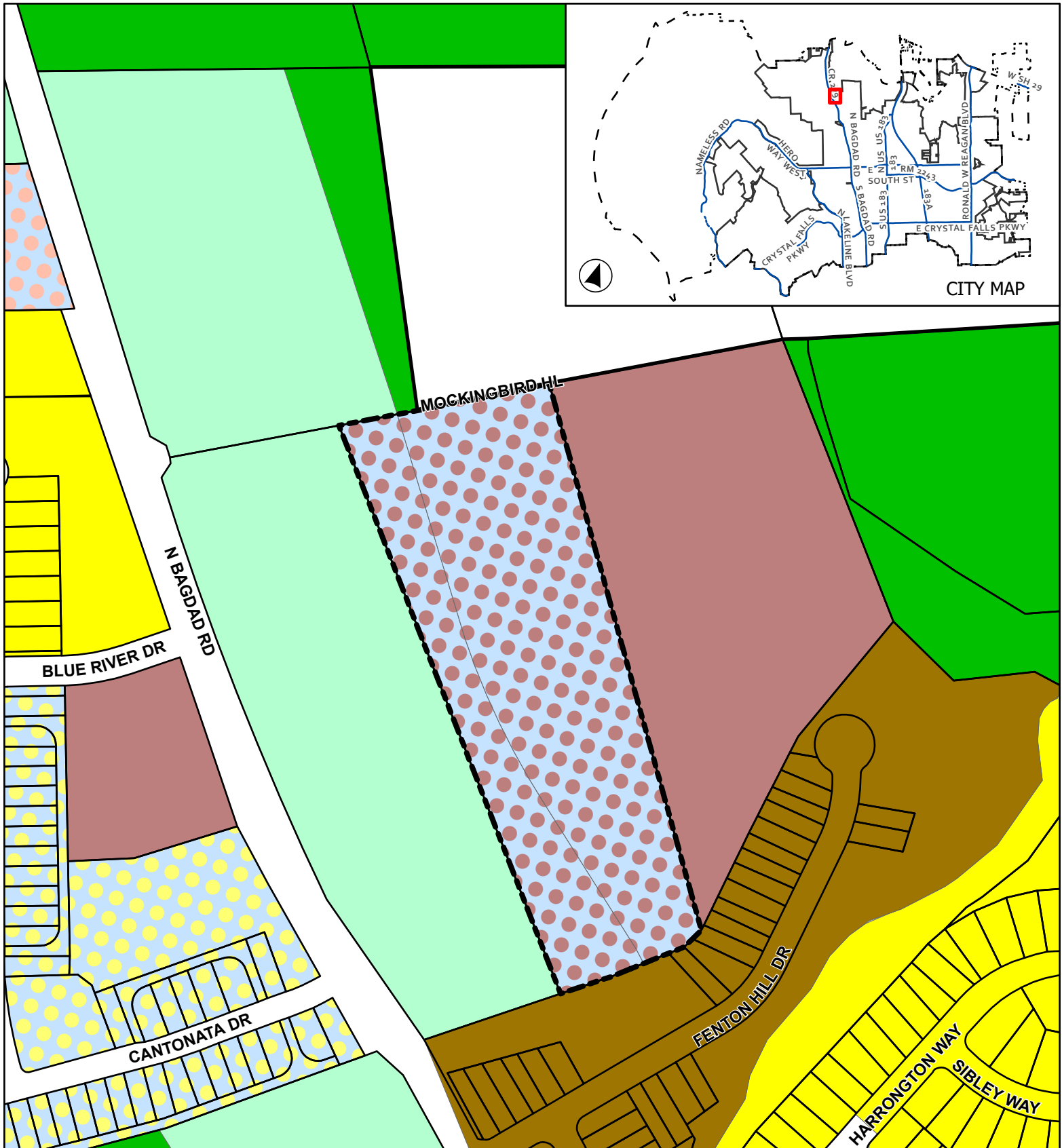
The following changes were made to address issues discussed.

- No Changes

Please see the full report from the applicant attached.

APPROVAL CRITERIA:

This zoning request is compatible with the future land use designation listed in the Comprehensive Plan Future Land Use Map as a Minor PUD (Planned Unit Development). Staff supports this request with the understanding that the only allowed use other the LC uses is office warehouse which currently exists on the property.



CASE: Z-23-0083

ATTACHMENT 2

LEANDER BUSINESS CENTER

Current Zoning

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

Leander City Limits

Subject Boundary

Extra-Territorial Jurisdiction

SFR - Single-Family Rural

SFS - Single-Family Suburban

SFC - Single-Family Compact

TF - Two Family

LC - Local Commercial

PUD - Single-Family

PUD - Local Office

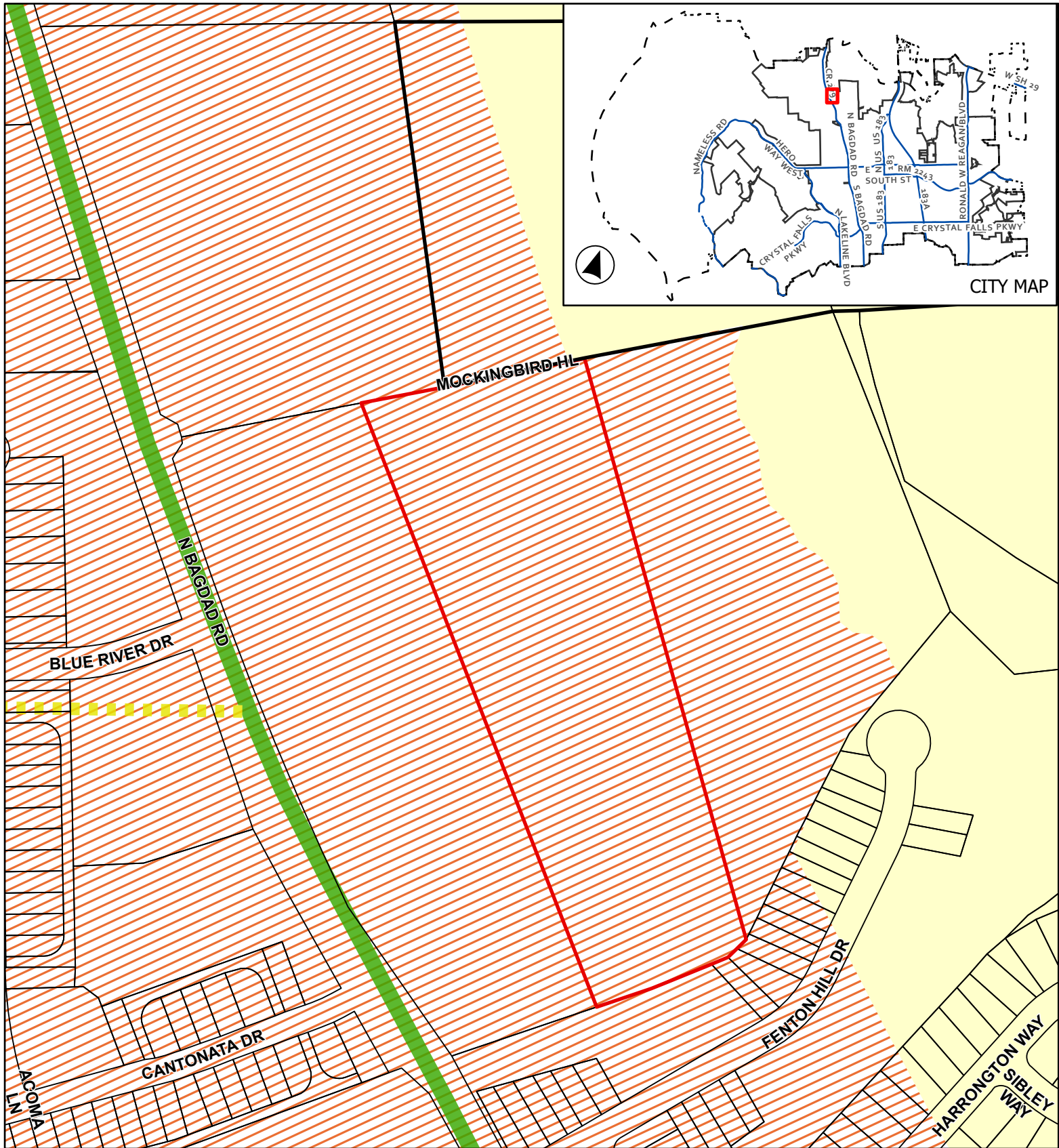
PUD - Local Commercial



0 90 180



Feet



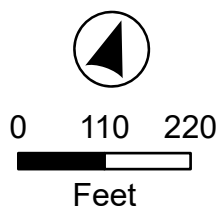
CASE: Z-23-0083

ATTACHMENT 3

LEANDER BUSINESS CENTER

Future Land Use Map

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



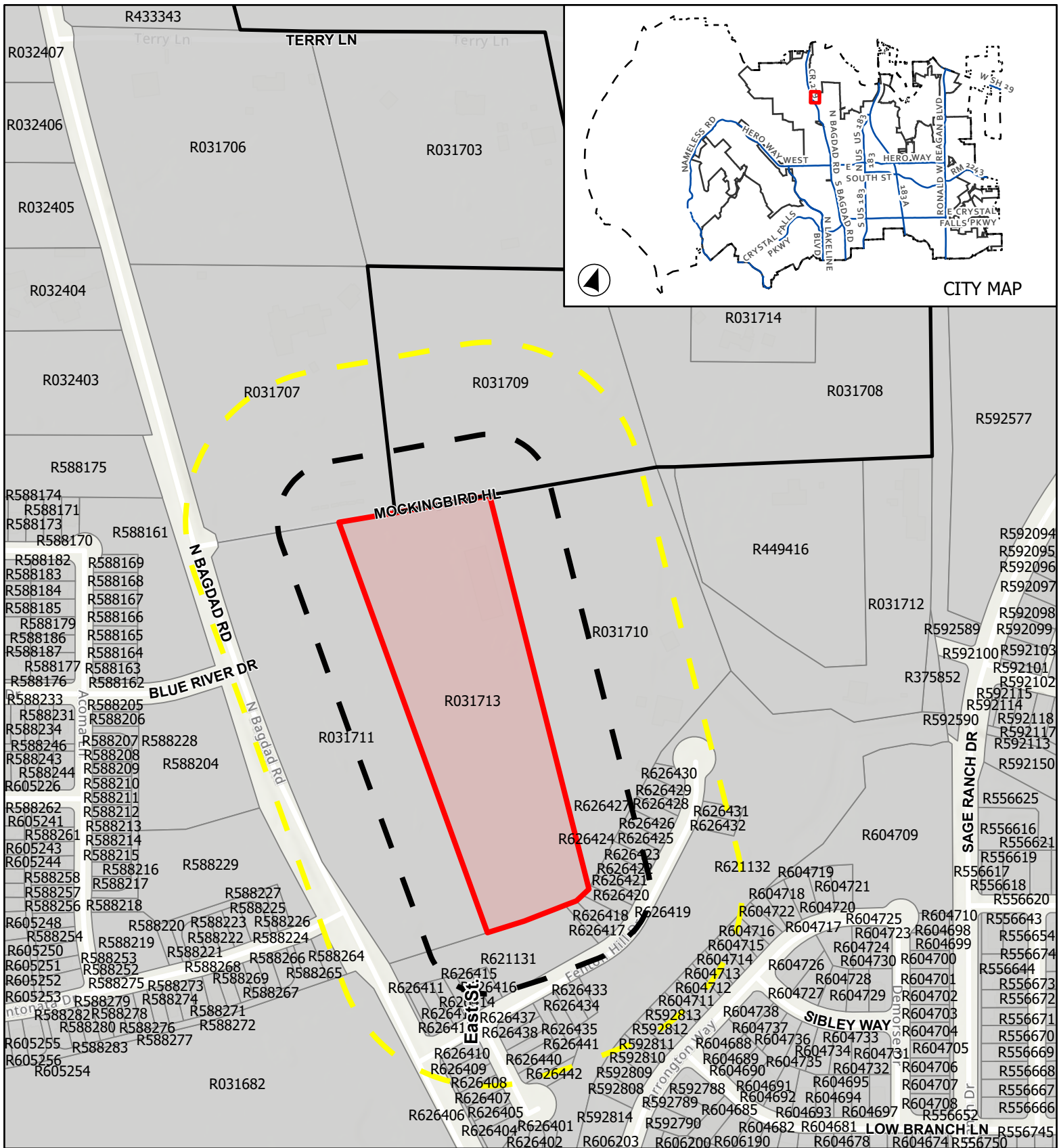
- Leander City Limits
- ETJ Boundary
- Subject Boundary

Thoroughfare Plan

- Arterial 6 Lane, Existing

Future Land Use

- Neighborhood Residential
- Collector, Proposed
- Multi-Use Corridor



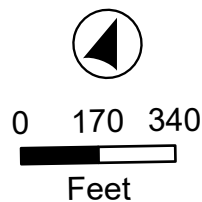
CASE: Z-23-0083

ATTACHMENT 4

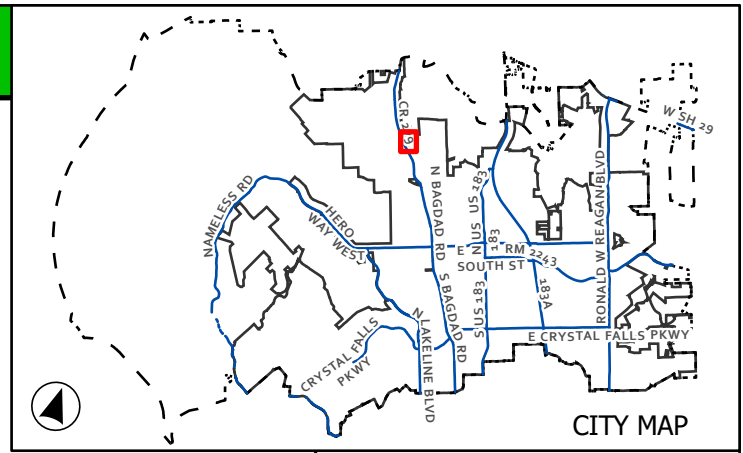
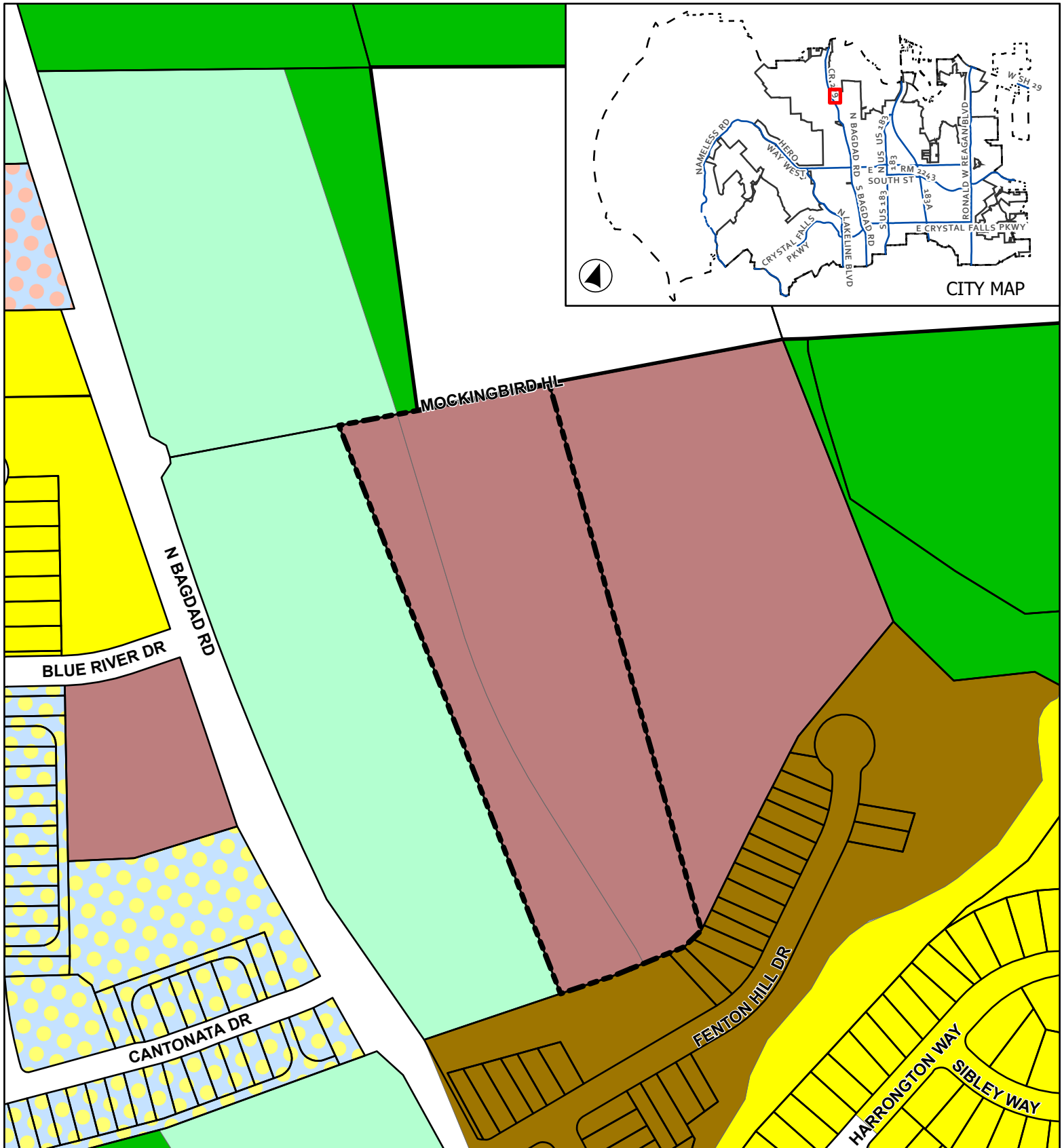
LEANDER BUSINESS CENTER

Public Notification

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



CASE: Z-23-0083

ATTACHMENT 5

LEANDER BUSINESS CENTER

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.

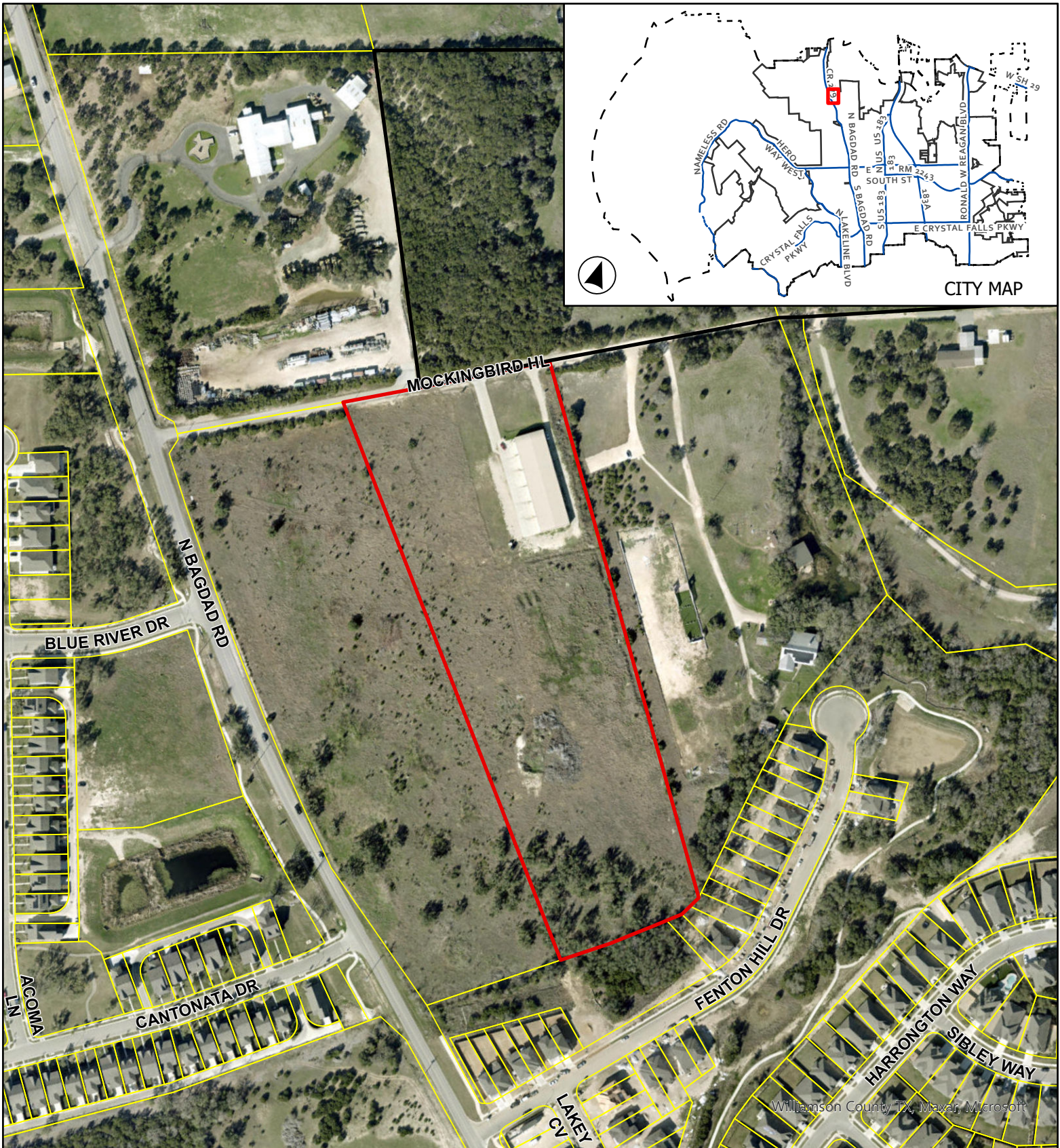
- | | |
|------------------------------|--------------------------------|
| Leander City Limits | LC - Local Commercial |
| SFR - Single-Family Rural | PUD - Single-Family |
| SFS - Single-Family Suburban | PUD - Local Office |
| SFC - Single-Family Compact | Subject Boundary |
| TF - Two Family | Extra-Territorial Jurisdiction |



0 90 180



Feet



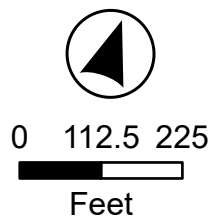
CASE: Z-23-0083

ATTACHMENT 6

LEANDER BUSINESS CENTER

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

LEANDER BUSINESS CENTER

A. PURPOSE AND INTENT

1. The Leander Business Center is comprised of approximately 10.254 acres, as shown in Exhibit B. The development of this property includes Office Warehouse buildings.

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, title 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 USES

1. The allowable uses shall include all uses permitted under the LC use component with the addition of Office Warehouse.

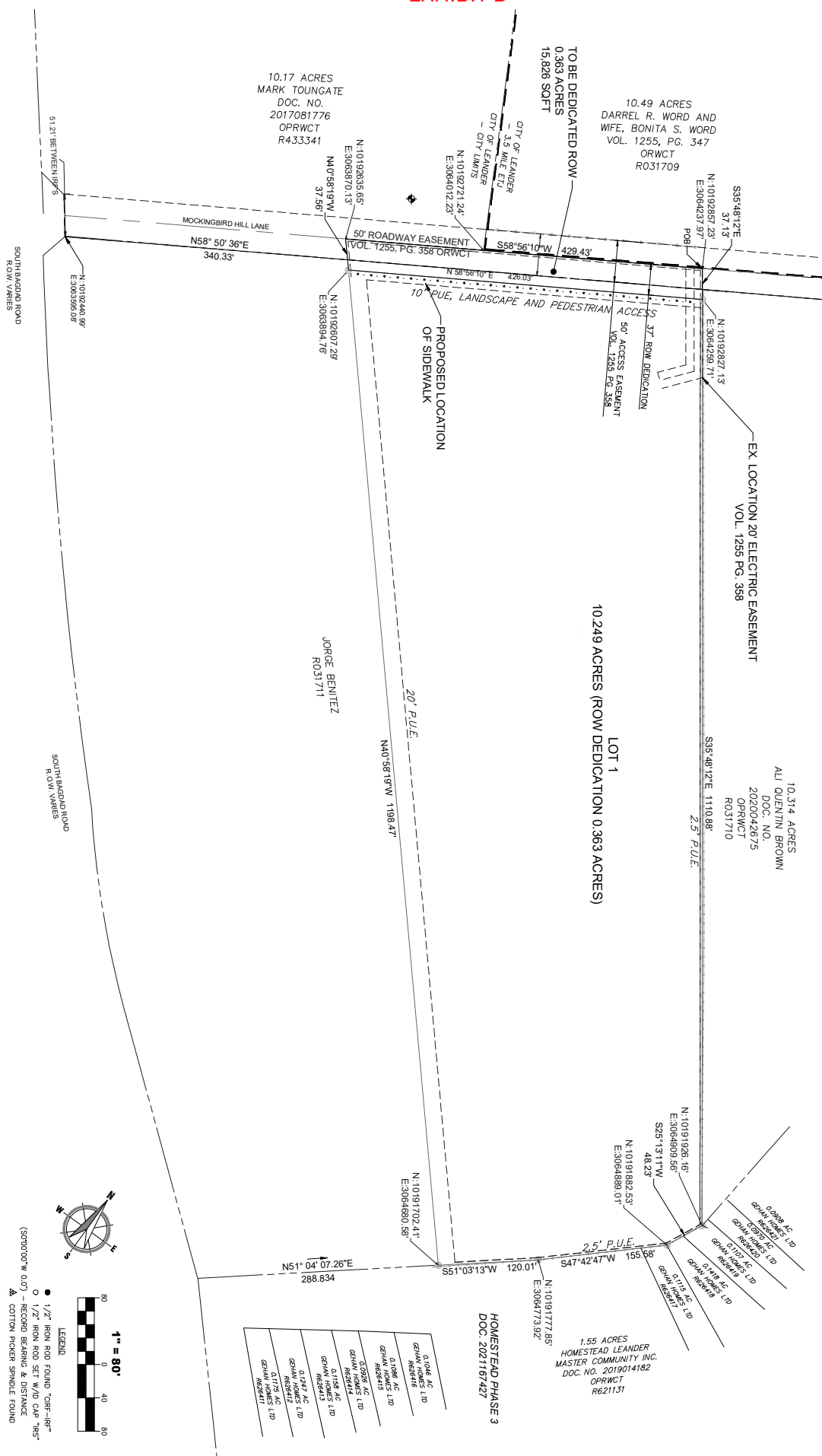
LEANDER BUSINESS CENTER

SHORT FORM FINAL PLAY

EXHIBIT B

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	25.074	S35° 48' 25.63"E
L2	25.280	N40° 58' 19.14"W

SUBMITTAL DATE: 11/23/2021
ALL EASEMENTS OF RECORD ARE AS SHOWN OR
NOTED ON THIS PLAT AS FOUND ON THIS TITLE
COMMITMENT WITH G.F. No. 1841459.COM. DATED
OCTOBER 3, 2018.



LEGAL DESCRIPTION

10.249 ACRES OF LAND, MORE OR LESS, OUT OF THE CHARLES COCHRAN SURVEY, ABSTRACT NO. 134, IN WILLIAMSON COUNTY, TEXAS, BEING A PART OF A TRACT OF LAND MORE PARTICULARLY DESCRIBED IN WARRANTY DEED RECORDED IN DOCUMENT NO. 2016076592, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

BENCHMARK

TBM A

THE ELEVATIONS (AND/OR CONTOURS) SHOWN HEREON ARE REFERENCED TO TBM "A" CIR AS SHOWN ON PLAT MARKED "WALKER" APPROXIMATELY 18' NORTH OF THE WEST CORNER OF THE SUBJECT TRACT. APPROXIMATELY 1.8' NORTH OF EOA ELEVATION: 1084.789 (NAVD83) AND WERE DETERMINED AS A RESULT OF AN ON THE GROUND SURVEY COMPLETED ON FEBRUARY 13, 2019.



1" = 80'

0

LEGEND

(50°00'00" W 0.0') - RECORD BEARING & DISTANCE

10



ENGINEERING FIRM NO: F-3791
SURVEYING FIRM NO: 101699-00



Carlson, Brigrance & Doering, Inc.
Civil Engineering ♦ Surveying

July 20, 2023

City of Leander
Development Services Department
Attn: Mrs. Robin Griffin, Executive Director of Development Services
201 N. Brushy Street
Leander, Texas 78641

RE: Leander Business Center
CBD Job # 5534 / Leander File No. Z-23-0083

Zoning Letter of Intent

Dear Mrs. Griffin,

On behalf of the property owner, Carlson, Brigrance & Doering, Inc. respectfully submits this application to the City of Leander for a Minor PUD (Planned Unit Development) zoning change for 10.25 acres of the property located at 80 Mockingbird Hill, Leander, Texas 78641. The proposed zoning change is to permanently memorialize the existing Special Use Permit (Leander Ordinance No. 18-015-00) allowance for office warehouse uses on the property. The proposed site to be re-zoned will continue to be a Local Commercial development with the allowable Office Warehouse land use.

Please let me know if you need any additional information in order to process this application.

Respectfully,
Carlson, Brigrance & Doering, Inc.

Geoff Guerrero
Senior Planner

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.

Notifications were mailed to each of the landowners within a 500' buffer from the property.
See attached list of landowners and the mailout package

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.

Please see attached mailing notification list

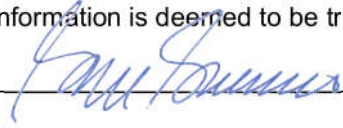
3. What concerns were raised during these communications?

Received only one call asking for verification of Minor PUD zoning request and that it would not change from what's currently developed on the site.

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

No additional conditions were requested by the adjacent landowner.

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

Signature:  Date 07/05/2023



June 13, 2023

**RE: Leander Business Center
80 Mockingbird Hill
Leander, Texas 78641**

Zoning Letter of Intent Notification

To Whom It May Concern:

On behalf of the property owner, Carlson, Brigrance & Doering, Inc. has submitted an application to the City of Leander for a Minor PUD (Planned Unit Development) zoning change for 10.25 acres of the property located at 80 Mockingbird Hill, Leander, Texas 78641. The proposed zoning change is to permanently memorialize the existing Special Use Permit (Leander Ordinance No. 18-015-00) allowance for office warehouse uses on the property. The base zoning district for the property will remain the same (LC-2-A, Local Commercial). The proposed site to be re-zoned will continue to be a Local Commercial development with the allowable Office Warehouse land use.

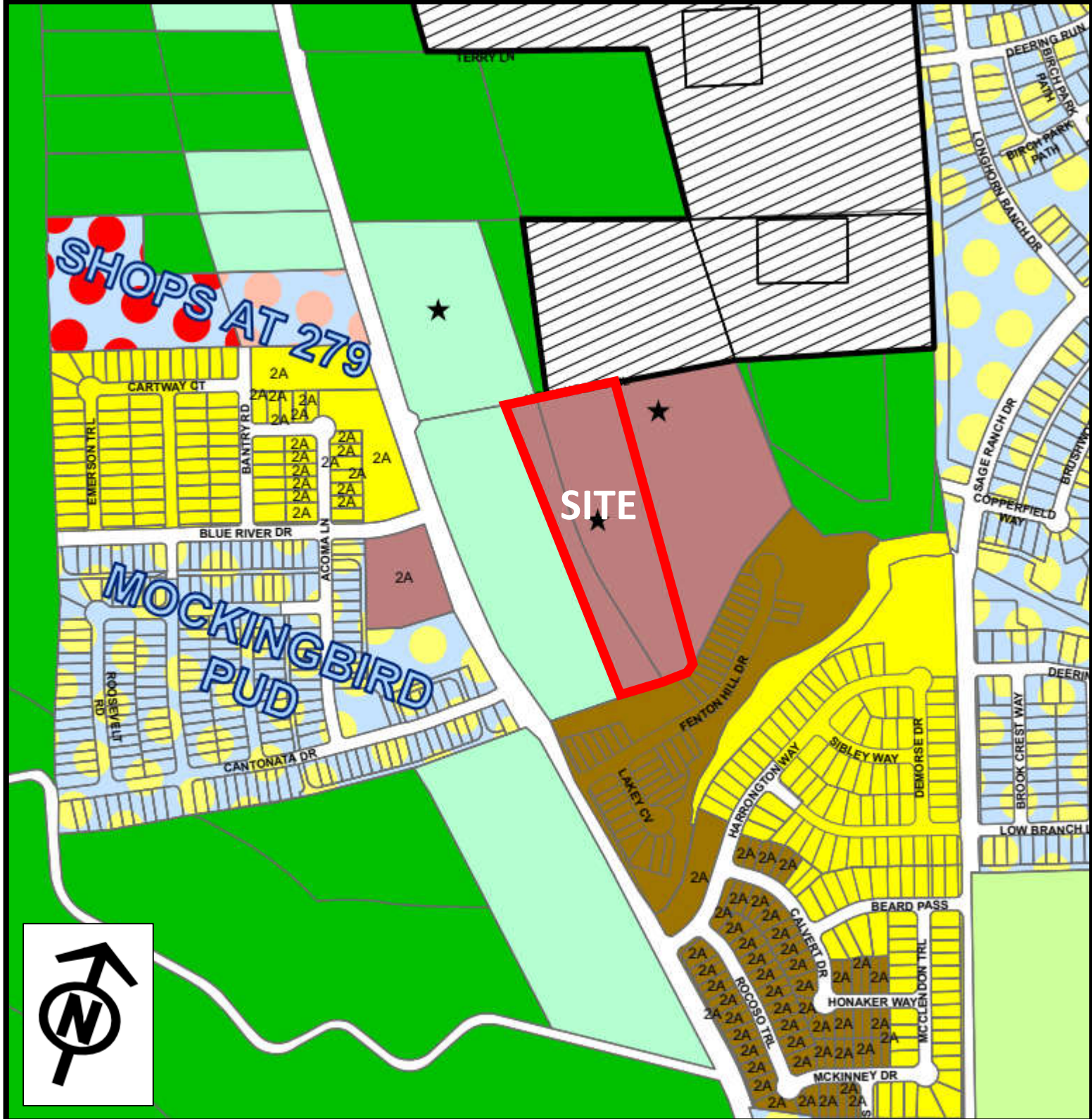
Attached in support of this zoning application are the City of Leander's description of the LC-2-A site component as found in the Composite Zoning Ordinance. Notification for this application is being sent to all properties within 500' of the property boundary.

Please let me know if you need any additional information in order to review this notification. My email and contact number are listed below for reference.

Respectfully,
Carlson, Brigrance & Doering, Inc.

Geoff Guerrero
Senior Planner
geoff@cbdeng.com
(512) 280-5160 ext. 177

Attachments: Zoning Location Map
 Site Concept Map
 Leander Ordinance No. 18-015-00
 City of Leander Composite Zoning Ordinance Citations
 Article III – Use Components, Section 15: LC – Local Commercial
 Article V – Site Components, Section 2 : Type 2
 Article VII – Architectural Components, Section 2: Type A



CurrentZoning

RESIDENTIAL

- SFR - Single-Family Rural
- SFE - Single-Family Estate
- SFS - Single-Family Suburban
- SFU - Single-Family Urban
- SFU/MH - Single-Family Urban/Manufactured Home
- SFC - Single-Family Compact
- SFL - Single-Family Limited
- CH - Cottage Housing
- CH-Cottage Housing
- SFT - Single-Family Townhouse
- TH - Tiny House
- TF - Two Family
- NR - Neighborhood Residential
- MF - Multi-Family

RETAIL / COMMERCIAL

- LO - Local Office
- LC - Local Commercial
- GC - General Commercial
- HC - Heavy Commercial

INDUSTRIAL

- HI - Heavy Industrial

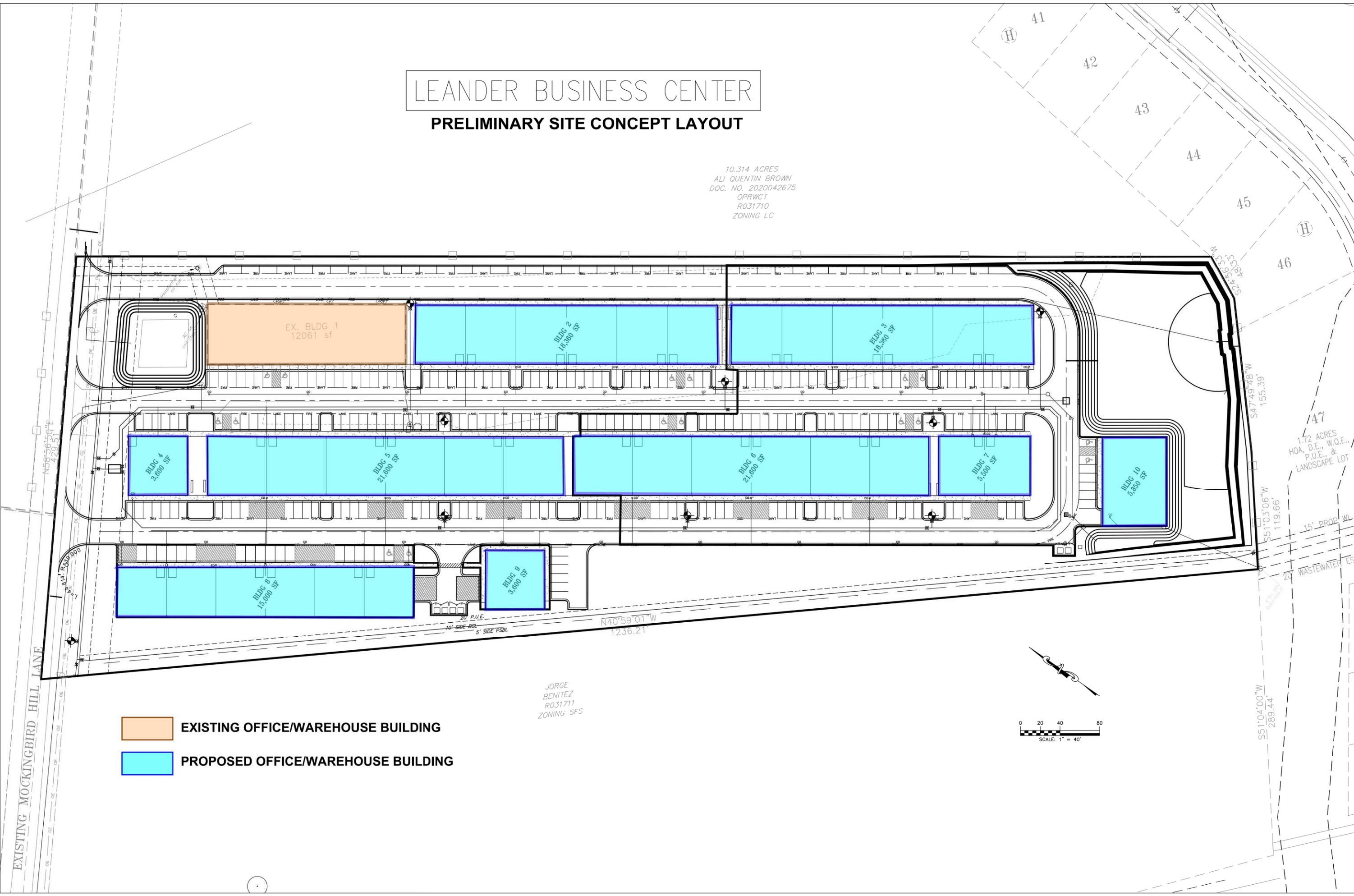
PUD LAND USE

- PUD - Single-Family
- PUD-CH
- PUD - Townhomes
- PUD - Multi-Family
- PUD - Mixed Use
- PUD - Local Office
- PUD - Local Commercial
- PUD - General Commercial
- PUD - Heavy Commercial

**LEANDER BUSINESS CENTER
MINOR PUD ZONING CHANGE
APPLICATION
ZONING MAP**

LEANDER BUSINESS CENTER
PRELIMINARY SITE CONCEPT LAYOUT

10.314 ACRES
ALI QUENTIN BROWN
DOC. NO. 2020042675
OPRWCT
R031710
ZONING LC



- EXISTING OFFICE/WAREHOUSE BUILDING
- PROPOSED OFFICE/WAREHOUSE BUILDING

JORGE BENITEZ
R031711
ZONING SFS



**LEANDER BUSINESS CENTER
MINOR PUD
ADJACENT LANDOWNER
NOTIFICATION MAP (500' RADIUS)**

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 LEANDER BUSINESS CENTER 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 10.25 acres $\pm$; being more particularly described in Exhibit "B"; more commonly addressed as 80 Mockingbird Hill; identified by Williamson Central Appraisal District tax identification number R031713; more particularly described in Instrument Number 2022080294; recorded in the Official Public Records of Williamson County, Texas.

SECTION 4. Property Rezoned. The Zoning Ordinance is hereby amended by creating the Leander Business Center 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 16th day of November, 2023.

FINALLY PASSED AND APPROVED on this the 7th day of December, 2023.

ATTEST:

THE CITY OF LEANDER, TEXAS:

Dara Crabtree, City Secretary

Christine DeLisle, Mayor



EXECUTIVE SUMMARY
12/7/2023

AGENDA SUBJECT:

Acceptance of public infrastructure improvements for Bar W Ranch West Phase 7.

BACKGROUND:

The public infrastructure improvements required for Bar W Ranch West Phase 7 have been installed, inspected, and are satisfactorily completed. All documentation required for acceptance of this project has been received, including record drawings, statement of substantial completion prepared by a professional engineer licensed by 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 December 7, 2023, which will provide warranty and maintenance coverage for public infrastructure improvements through December 7, 2025. The Engineering Department will perform a formal inspection of the improvements approximately thirty (30) days prior to the expiration of the maintenance bond to assure that any defects in materials, construction, or maintenance are corrected prior to expiration of the bond.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends the City Council's formal acceptance of Bar W Ranch West Phase 7 public infrastructure improvements.

PRESENTER:

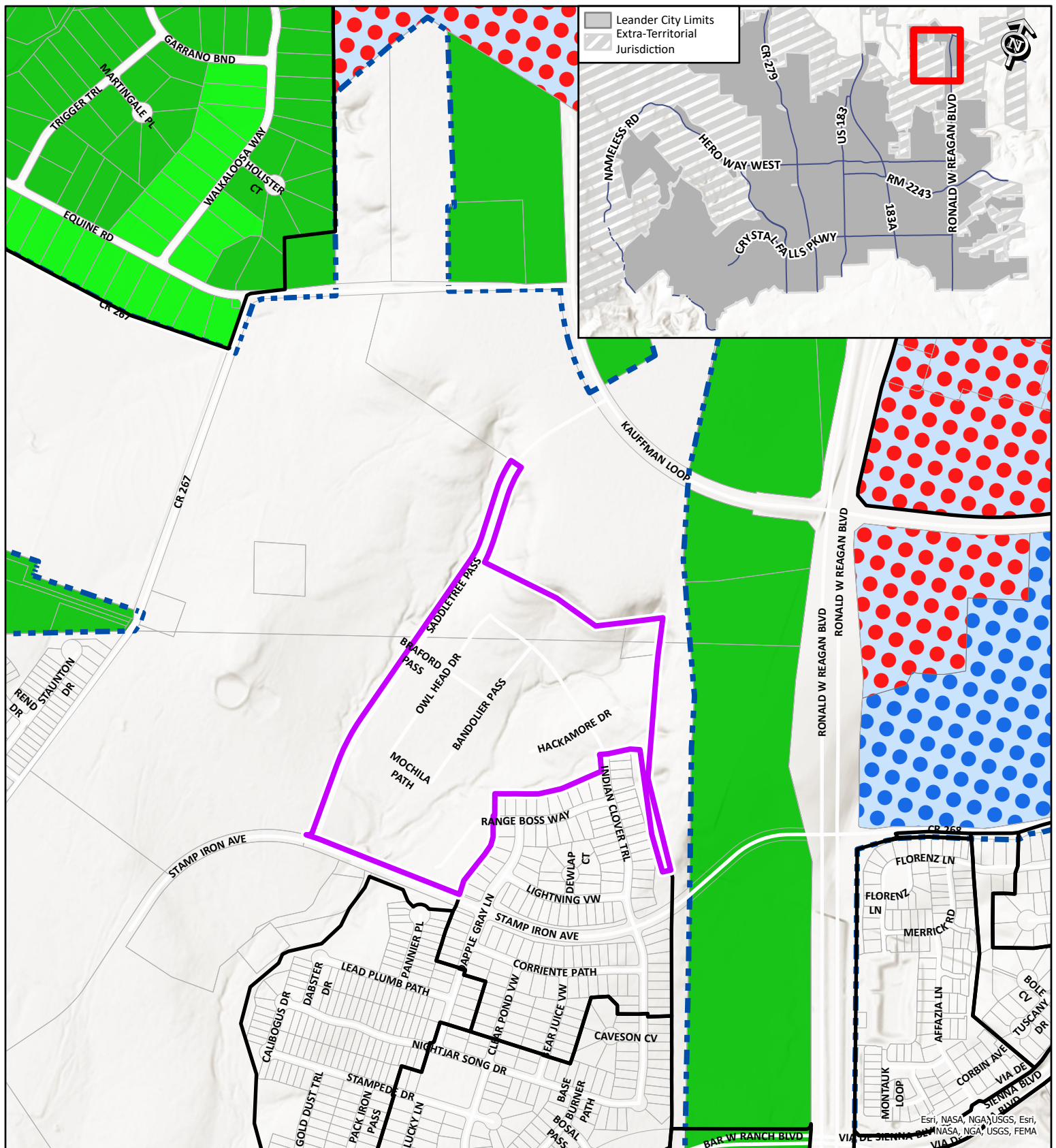
Emily Truman, P.E., CFM, PMP, City Engineer

Fiscal Impact

N/A

Attachments:

1. Acceptance Documents - Bar W Ranch West Ph 7 (21-PICP-033)

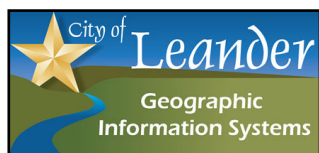


SUBDIVISION ACCEPTANCE

Bar W Ranch West Ph 7 - 21-PICP-033

City Limits

Accepted Subdivision

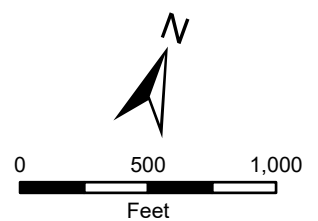


RESIDENTIAL

SFR - Single-Family Rural
 SFE - Single-Family Estate

PUD LAND USE

PUD - Multi-Family
 PUD - Mixed Use
 PUD - General Commercial



September 26, 2023

Ryan L. Gray
DR Horton
10700 Pecan Park Blvd., Ste. 400
Austin, Texas 78750

Re: Bar W Ranch West Phase 7

INSPECTION COMPLETED – NO VIOLATIONS

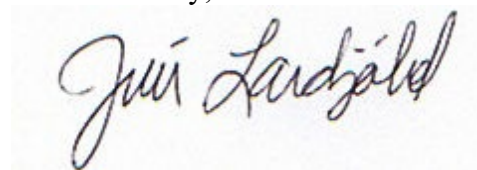
Dear Ryan:

This report presents the findings of the on-site inspection for the Bar W Ranch West Phase 7 Project in Leander, Texas for compliance with the Texas Accessibility Standards. This report is limited to inspecting the elements for compliance with the applicable technical standards and not scoping. An inspection of the site was conducted on September 24, 2023.

All of the pedestrian elements were found to be in compliance with the Texas Accessibility Standards. The scope of work is limited to the inspection of the elements and excludes project registration with TDLR and a formal plan review of the design documents.

Feel free to contact me at (512) 410-7059 or at jel@alturalp.com with any questions.

Sincerely,

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

Jesús Lardizábal, RAS #1051
President



Carlson, Brigrance & Doering, Inc.

Civil Engineering ❖ Surveying

ENGINEERING CONCURRENCE LETTER

October 3, 2023

Bar W Ranch West Phase 7

LEANDER, TEXAS

Subdivision Construction Plans File # 21-PICP-033

CBD # 5129

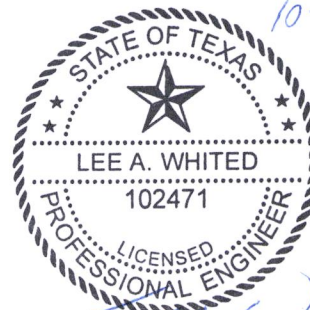
On this day, 10/03/2023 I, the undersigned professional engineer made a final visual inspection of the above referenced project. I also visited the site during construction and observed that the streets, site grading, utilities and drainage structures were constructed per the approved plans, with insignificant deviation. I, therefore, verify the adequate completion of the following items:

All curbs, pavement, sidewalks, storm sewers, inlets, water, wastewater, walls, stormwater facilities and similar construction items.

Sincerely,

CARLSON, BRIGANCE & DOERING, INC.


LEE A. WHITED, P.E.




CARLSON, BRIGANCE & DOERING, INC.
ID# F3791

MAINTENANCE BOND
Subdivision Improvements

Bond #022237597

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that Chasco Constructors, LTD
as Principal, whose address is 2801 E. Old Settlers Blvd, Round Rock, TX 78665 and
Liberty Mutual Insurance Company a Corporation organized under the
laws of the State of Massachusetts, and duly authorized to do business in the State of Texas, as
Surety, are held and firmly bound unto the City of Leander, Texas as Obligee, in the penal sum
of Seven Hundred Fifty-nine Thousand Three Hundred Seventy-nine Dollars And Thirty Cents Dollars
(\$ 759,379.30) 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 Bar W Ranch West Phase 7 including water and wastewater
interior, pond, water, wastewater, and misc changes major tract Job# 21-PICP-033 (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



**Liberty
Mutual**
SURETY

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8205724-974127**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Craig Parker; Gary A. Nitsche; Kenneth Nitsche; Nina Smith; Robert James Nitsche; Robert K. Nitsche

all of the city of Giddings state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 9th day of June, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 9th day of June, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 4th day of October, 2023.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



Figure: 28 TAC § 1.601(a)(2)(B)

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

Liberty Mutual Insurance Company

To get information or file a complaint with your insurance company or HMO:

Call: Liberty Mutual Surety Claims **at** 206-473-6210

Online: www.LibertyMutualSuretyClaims.com

Email: HOSCL@libertymutual.com

Mail: P.O. Box 34526 Seattle, WA 98124

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

¿Tiene una queja o necesita ayuda?

Si tiene, un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

Liberty Mutual Insurance Company

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

Llame a: Liberty Mutual Surety Claims

al 206-473-6210

En línea: www.LibertyMutualSuretyClaims.com

Correo electrónico: HOSCL@libertymutual.com

Dirección postal: P.O. Box 34526 Seattle, WA 98124

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: www.tdi.texas.gov

Correo electrónico: ConsumerProtection@tdi.texas.gov

Dirección postal: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091



Carlson, Brigrance & Doering, Inc.

Civil Engineering ❖ Surveying

November 15, 2023

City of Leander- Engineering
201 N. Brushy Street
Leander, Texas 78641

**RE: Bar W Ranch West, Phase 7
21-PICP-033**

Final Plat Legal Name as Recorded:

Bar W Ranch West Phase 7

Name on Approved Construction Documents:

Bar W Ranch West, Phase 7 Public Improvement Construction Plan

Name on Bank Bond for Fiscal Posting:

N/A

COST CATAGORIES	AMOUNT
STREETS (w/ Erosion Control)	\$ 2,940,336.50
DRAINAGE	\$ 1,761,048.50
WASTEWATER	\$ 1,166,450.50
WATER	\$ 1,520,957.50
STREETLIGHTS	\$ 165,000.00
LANDSCAPE IMPROVEMENTS	\$ 295,000.00
TOTAL	\$ \$7,848,793.00

Total Improvements = **\$7,848,793.00**
Maintenance Bond (10% of total, minus landscaping) = **\$755,379.30**

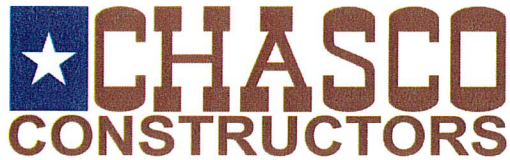
Total inspection Improvements = **\$7,848,793.00**
Inspection Fees (3.5%) = **\$274,707.76**
Currently Paid Inspection Fees = **\$241,544.36**
Check submitted w/ Closeout Pkg= **\$22,838.40**
Remaining Insp. Fees to be Paid = **\$10,325.00**

Please call if you have any questions.

Sincerely,

Lee A. Whited, P.E.
Carlson, Brigrance, & Doering, Inc.
Email: Lee@cbdeng.com





Bar W Ranch West Phase 7
Final Cost & Quantities - Leander
09.21.2023

DESCRIPTION	QTY	UNITS	UNIT	TOTAL
MOBILIZATION	1	LS	\$ 270,000.00	\$ 270,000.00
PAYMENT AND PERFORMANCE BOND	1	LS	\$ 70,000.00	\$ 70,000.00
WARRANTY BOND FROM ACCEPTANCE	1	LS	\$ 20,000.00	\$ 20,000.00
GENERAL CONDITIONS TOTAL				\$ 360,000.00

POND M WATER QUALITY	1	LS	\$ 300,000.00	\$ 300,000.00
POND STRUCTURE & VERIFICATION STAKING PERFORMED BY CBD	1	LS	\$ 9,000.00	\$ 9,000.00
POND ITEMS - MAJOR TRACT TOTAL				\$ 309,000.00

8" WET CONNECT	2	EA	\$ 2,000.00	\$ 4,000.00
8' C900 DR-14 PVC INCLUDING FITTINGS	4,480	LF	\$ 65.00	\$ 291,200.00
5 1/4" FIRE HYDRANT ASSEMBLY INCLUDING FIRE LEAD	12	EA	\$ 7,500.00	\$ 90,000.00
6" GATE VALVE with BOX	12	EA	\$ 1,800.00	\$ 21,600.00
8" GATE VALVE with BOX	9	EA	\$ 2,400.00	\$ 21,600.00
RAISE GATE VALVE	21	EA	\$ 250.00	\$ 5,250.00
SINGLE WATER SERVICE ASSEMBLY	18	EA	\$ 1,975.00	\$ 35,550.00
DOUBLE WATER SERVICE ASSEMBLY	60	EA	\$ 2,550.00	\$ 153,000.00
INSTALL 2" AARV	1	EA	\$ 4,000.00	\$ 4,000.00
16" DIAMETER 3/8" THICK STEEL ENCASMENT	20	LF	\$ 200.00	\$ 4,000.00
TRENCH SAFETY	4480	LF	\$ 1.00	\$ 4,480.00
WATER STAKING PERFORMED BY CBD	1	LS	\$ 8,613.00	\$ 8,613.00
WATER ITEMS - INTERIOR TOTAL				\$ 643,293.00

8" SDR-26 PVC	2,718	EA	\$ 64.00	\$ 173,952.00
12" SDR-26 PVC	1,740	LF	\$ 110.00	\$ 191,400.00
8" 150PSI RATED SDR-26 PVC	100	LF	\$ 100.00	\$ 10,000.00
SINGLE WASTEWATER SERVICE	18	EA	\$ 2,900.00	\$ 52,200.00
DOUBLE WASTEWATER SERVICE	60	EA	\$ 4,100.00	\$ 246,000.00
4' WASTEWATER MANHOLE with COATING	17	EA	\$ 9,500.00	\$ 161,500.00
4' DROP WASTEWATER MANHOLE with COATING	3	EA	\$ 12,000.00	\$ 36,000.00
5' WASTEWATER MANHOLE with COATING	1	EA	\$ 25,000.00	\$ 25,000.00
RAISE WASTEWATER MANHOLE	21	EA	\$ 500.00	\$ 10,500.00
16" STEEL ENCASMENT 3/8" WALL THICKNESS & SPACERS	70	LF	\$ 200.00	\$ 14,000.00
24" STEEL ENCASMENT 3/8" WALL THICKNESS & SPACERS	135	LF	\$ 225.00	\$ 30,375.00
TRENCH SAFETY	4,558	LF	\$ 1.50	\$ 6,837.00
WASTEWATER STAKING PERFORMED BY CBD	1	LS	\$ 9,530.00	\$ 9,530.00
WASTEWATER ITEMS - INTERIOR TOTAL				\$ 967,294.00

DESCRIPTION	QTY	UNITS	UNIT	TOTAL
16" WET CONNECT	1	EA	\$ 3,500.00	\$ 3,500.00
16" C900 DR-14 PVC INCLUDING FITTINGS	4,020	LF	\$ 155.00	\$ 623,100.00
5 1/4" FIRE HYDRANT ASSEMBLY INCLUDING FIRE LEAD	9	EA	\$ 7,500.00	\$ 67,500.00
6" GATE VALVE with BOX	9	EA	\$ 1,800.00	\$ 16,200.00
16" GATE VALVE with BOX	5	EA	\$ 11,500.00	\$ 57,500.00
RAISE GATE VALVE	14	EA	\$ 250.00	\$ 3,500.00
INSTALL 2" AARV	2	EA	\$ 4,000.00	\$ 8,000.00
INSTALL 2" BLOWOFF VALVE	2	EA	\$ 3,500.00	\$ 7,000.00
32" DIAMETER 3/8" STEEL ENCASEMENT	82	LF	\$ 425.00	\$ 34,850.00
TRENCH SAFETY	4020	LF	\$ 1.00	\$ 4,020.00
WATER STAKING PERFORMED BY CBD	1	LS	\$ 9,598.50	\$ 9,598.50
12" C900 DR 14 WATERLINE	66	LF	\$ 180.00	\$ 11,880.00
12" GATE VALVE	1	EA	\$ 8,500.00	\$ 8,500.00
RAISE GATE VALVE	1	EA	\$ 250.00	\$ 250.00
2" BLOW OFF VALVE	1	EA	\$ 4,200.00	\$ 4,200.00
TRENCH SAFETY	66	LF	\$ 1.00	\$ 66.00
INSTALL IRRIGATION SERVICE	5	EA	\$ 3,600.00	\$ 18,000.00
WATER ITEMS - MAJOR TRACT TOTAL				\$ 877,664.50

TIE TO EXISTING WW LINE	1	EA	\$ 2,000.00	\$ 2,000.00
8" SDR-26 PVC	974	EA	\$ 64.00	\$ 62,336.00
12" SDR-26 PVC	488	LF	\$ 110.00	\$ 53,680.00
8" 150PSI RATED SDR-26 PVC	20	LF	\$ 100.00	\$ 2,000.00
12" 150PSI RATED SDR-26 PVC	40	LF	\$ 190.00	\$ 7,600.00
4' WASTEWATER MANHOLE with COATING	6	EA	\$ 9,500.00	\$ 57,000.00
RAISE WASTEWATER MANHOLE	6	EA	\$ 500.00	\$ 3,000.00
24" STEEL ENCASEMENT 3/8" WALL THICKNESS & SPACERS	15	LF	\$ 225.00	\$ 3,375.00
8" CLEANOUT	1	EA	\$ 1,100.00	\$ 1,100.00
12" CLEANOUT	1	EA	\$ 1,600.00	\$ 1,600.00
TRENCH SAFETY	1522	LF	\$ 1.50	\$ 2,283.00
WASTEWATER STAKING PERFORMED BY CBD	1	LS	\$ 3,182.50	\$ 3,182.50
WASTEWATER ITEMS - MAJOR TRACT TOTAL				\$ 199,156.50

CLEARING & GRUBBING	40	AC	\$ 5,550.00	\$ 222,000.00
SUBGRADE PREP 3'x3' BACK OF CURB	21,858	SY	\$ 2.00	\$ 43,716.00
SUBGRADE EXCAVATION/EMBANKMENT ROW TO ROW	49,985	SY	\$ 3.50	\$ 174,947.50
STOCKPILE EXCESS MATERIAL	39,166	LS	\$ 1.00	\$ 39,166.00
REMOVE TYPE III BARRICADES AND INSTALL TEMPORARY BARRICADE	1	EA	\$ 500.00	\$ 500.00
SAWCUT EXISTING HMAC AND CONNECT NEW HMAC	56	SF	\$ 5.00	\$ 280.00
8" FLEXBASE 3'x3" BACK OF CURB	21,858	SY	\$ 9.00	\$ 196,722.00
2" HMAC	16,083	SY	\$ 13.50	\$ 217,120.50
CURB & GUTTER	8,569	LF	\$ 18.00	\$ 154,242.00
CONCRETE VALLEY GUTTERS	4	EA	\$ 6,000.00	\$ 24,000.00
5' WIDE SIDEWALKS	5,638	LF	\$ 30.00	\$ 169,140.00
ADA RAMPS	24	EA	\$ 1,250.00	\$ 30,000.00
STREET SIGN/STOP BAR	7	EA	\$ 650.00	\$ 4,550.00
STREET SIGNS	22	EA	\$ 350.00	\$ 7,700.00
STREET LIGHTS	17	EA	\$ 5,000.00	\$ 85,000.00
STAKING PERFORMED BY CBD	1	LS	\$ 38,112.00	\$ 38,112.00
STREET ITEMS - INTERIOR TOTAL				\$ 1,407,196.00

DESCRIPTION	QTY	UNITS	UNIT	TOTAL
TIE TO EXISTING STORM SEWER LINE	1	ES	\$ 2,500.00	\$ 2,500.00
18" RCP	2,108	LF	\$ 60.00	\$ 126,480.00
24" RCP	963	LF	\$ 75.00	\$ 72,225.00
30" RCP	127	LF	\$ 110.00	\$ 13,970.00
36" RCP	486	LF	\$ 160.00	\$ 77,760.00
42" RCP	281	LF	\$ 205.00	\$ 57,605.00
48" RCP	140	LF	\$ 265.00	\$ 37,100.00
5'x5' JUNCTION BOX	1	EA	\$ 14,000.00	\$ 14,000.00
6'x6' JUNCTION BOX	2	EA	\$ 15,000.00	\$ 30,000.00
10' INLETS with TRANSITIONS	17	EA	\$ 5,800.00	\$ 98,600.00
15' INLETS with TRANSITIONS	9	EA	\$ 10,000.00	\$ 90,000.00
4' STORM SEWER MANHOLE	10	EA	\$ 6,000.00	\$ 60,000.00
RAISE SS MANHOLE	13	EA	\$ 500.00	\$ 6,500.00
30" HEADWALL	1	EA	\$ 7,800.00	\$ 7,800.00
48" HEADWALL with DISSIPATORS & 12-18" DUMP ROCK 2" MIN	1	EA	\$ 30,000.00	\$ 30,000.00
REMOVE EXISTING HEADWALL AND RIPRAP	1	EA	\$ 1,500.00	\$ 1,500.00
TRENCH SAFETY	4,105	LF	\$ 1.00	\$ 4,105.00
STAKING PERFORMED BY CBD	1	LS	\$ 11,656.00	\$ 11,656.00
DRAINAGE ITEMS - INTERIOR TOTAL				\$ 741,801.00

SUBGRADE PREPARATION 3' TO 3' BACK OF CURB	20,174	SY	\$ 2.00	\$ 40,348.00
SUBGRADE EXCAVATION/EMBANKMENT ROW TO ROW	34,471	SY	\$ 3.50	\$ 120,648.50
12" FLEXIBLE BASE 3' TO 3' BACK OF CURB	20,174	SY	\$ 11.00	\$ 221,914.00
2" HMAC	15,449	SY	\$ 13.50	\$ 208,561.50
CURB & GUTTER	7,936	LF	\$ 18.00	\$ 142,848.00
18" RIBBON CURB	492	LF	\$ 16.00	\$ 7,872.00
CONCRETE VALLEY GUTTER	2	EA	\$ 6,000.00	\$ 12,000.00
5' WIDE SIDEWALK	3,672	LF	\$ 30.00	\$ 110,160.00
ADA RAMPS	8	EA	\$ 1,250.00	\$ 10,000.00
STOP SIGN/STOP BAR	2	EA	\$ 650.00	\$ 1,300.00
STREET SIGNS	6	EA	\$ 350.00	\$ 2,100.00
STREET END BARRICADE	1	EA	\$ 1,600.00	\$ 1,600.00
REMOVE TYPE III BARRICADE AND INSTALL TEMPORARY BARRICADE	2	EA	\$ 500.00	\$ 1,000.00
SAWCUT EXISTING HMAC AND CONNECT NEW HMAC	126	SF	\$ 5.00	\$ 630.00
HANDRAIL	644	LF	\$ 200.00	\$ 128,800.00
STREET SIGNS	5	EA	\$ (350.00)	\$ (1,750.00)
STREET LIGHTS	16	EA	\$ 5,000.00	\$ 80,000.00
STAKING PERFORMED BY CBD	1	LS	\$ 20,409.00	\$ 20,409.00
TRAFFIC CONTROL AT KAUFFMAN LOOP	1	LS	\$ 10,000.00	\$ 10,000.00
FLASHING BEACON SCHOOL ZONE ASSEMBLY	1	LS	\$ 16,962.00	\$ 16,962.00
STREET ITEMS - MAJOR TRACT TOTAL				\$ 1,135,403.00

TIE TO EXISTING STORM SEWER LINE	1	EA	\$ 2,500.00	\$ 2,500.00
REMOVE EXISTING HEADWALL AND RIPRAP	1	EA	\$ 1,500.00	\$ 1,500.00
18" RCP	1,506	LF	\$ 60.00	\$ 90,360.00
24" RCP	667	LF	\$ 75.00	\$ 50,025.00
30" RCP	175	LF	\$ 110.00	\$ 19,250.00
42" RCP	171	LF	\$ 205.00	\$ 35,055.00

DESCRIPTION	QTY	UNITS	UNIT	TOTAL
48" RCP	160	LF	\$ 265.00	\$ 42,400.00
6'x6' JUNCTION BOX	2	EA	\$ 15,000.00	\$ 30,000.00
7'x3' BOX CULVERT	400	LF	\$ 600.00	\$ 240,000.00
10' INLETS with TRANSITIONS	4	EA	\$ 5,800.00	\$ 23,200.00
15' INLETS with TRANSITIONS	9	EA	\$ 10,000.00	\$ 90,000.00
4' STORM SEWER MANHOLE	7	EA	\$ 6,000.00	\$ 42,000.00
RAISE STORM SEWER MANHOLE	9	EA	\$ 500.00	\$ 4,500.00
18" HEADWALL	1	EA	\$ 4,000.00	\$ 4,000.00
24" HEADWALL	2	EA	\$ 5,500.00	\$ 11,000.00
48" HEADWALL	1	EA	\$ 14,000.00	\$ 14,000.00
TXDOT MULTIBOX HEADWALL	1	EA	\$ 27,000.00	\$ 27,000.00
TXDOT MULTIBOX HEADWALL & 18"-24" DUMP ROCK 2' MIN	1	EA	\$ 36,000.00	\$ 36,000.00
24" HEADWALL w/ DISSIPATOR	1	EA	\$ 7,000.00	\$ 7,000.00
24" HEADWALL w/ DISSIPATOR& 6"-8" DUMPROCK 1' MIN	1	EA	\$ 7,500.00	\$ 7,500.00
3-18" RCP RIPRAP HEADWALL	1	EA	\$ 6,000.00	\$ 6,000.00
3-18" RCP RIP RAP HEADWALL w/ 5-8" DUMP ROCK 1' MIN	1	EA	\$ 6,500.00	\$ 6,500.00
18" HEADWALL w/ DISSIPATOR & 8"-12" DRRR 1.5' MIN	1	EA	\$ 6,000.00	\$ 6,000.00
18" CONCRETE HEADWALL w/ DISSIPATOR 18"-24" DRRR 2.5' MIN	1	EA	\$ 9,000.00	\$ 9,000.00
24" CONCRETE HEADWALL w/ DISSIPATOR 8"-12" DRRR 1.5' MIN	1	EA	\$ 10,000.00	\$ 10,000.00
48" HEADWALL w/ DISSIPATOR 18"-24" DUMP ROCK 2.5' MIN	1	EA	\$ 30,000.00	\$ 30,000.00
TXDOT MULTIBOX HEADWALL w/ DISSIPATOR 18"-24" DR 2' MIN	1	EA	\$ 35,000.00	\$ 35,000.00
TXDOT MULTIBOX HEADWALL w/ DISSIPATOR 18"-24" DRRR 1.5' MIN	1	EA	\$ 44,675.00	\$ 44,675.00
30" HEADWALL w/ DISSIPATOR 12"-18" DUMP ROCK 2' MIN	1	EA	\$ 15,000.00	\$ 15,000.00
CONCRETE RIPRAP	1,182	SF	\$ 10.00	\$ 11,820.00
TRENCH SAFETY	3,079	LF	\$ 1.00	\$ 3,079.00
STAKING PERFORMED BY CBD	1	LS	\$ 8,742.50	\$ 8,742.50
36" CL III SCP	158	LF	\$ 82.00	\$ 12,956.00
36" CL IV RCP	100	LF	\$ 115.00	\$ 11,500.00
36" SET	1	EA	\$ 3,000.00	\$ 3,000.00
TRENCH SAFETY	258	LF	\$ 1.00	\$ 258.00
18" RCP	3	LF	\$ (60.00)	\$ (180.00)
30" RCP	10	LF	\$ 110.00	\$ 1,100.00
5'x5' JUNCTION BOX	1	EA	\$ 14,000.00	\$ 14,000.00
4' STORM SEWER MANHOLE	2	EA	\$ 6,000.00	\$ 12,000.00
RAISE STORM SEWER MANHOLE	3	EA	\$ 500.00	\$ 1,500.00
TRENCH SAFETY	7	LF	\$ 1.00	\$ 7.00
DRAINAGE ITEMS - MAJOR TRACT TOTAL				\$ 1,019,247.50

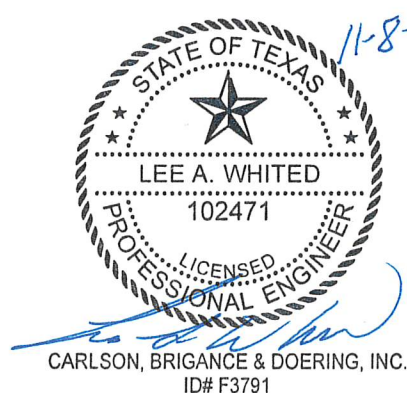
REVEGETATION FOR ROW AND EASEMENTS- HYDROMULCH	26,786	SY	\$ 1.25	\$ 33,482.50
TREE PROTECTION	1	LS	\$ 36,000.00	\$ 36,000.00
INSTALL, MAINTAIN, AND REMOVE SILT FENCE	5,980	LF	\$ 4.00	\$ 23,920.00
INSTALL AND MAINTAIN INLET PROTECTION	26	EA	\$ 150.50	\$ 3,913.00
ROCK BERM	758	LF	\$ 25.00	\$ 18,950.00
CONCRETE WASHOUT AREA	2	EA	\$ 2,000.00	\$ 4,000.00
LOC OFFSET STAKING PERFORMED BY CBD	1	LS	\$ 3,312.00	\$ 3,312.00
EROSION CONTROL ITEMS- INTERIOR TOTAL				\$ 123,577.50

DESCRIPTION	QTY	UNITS	UNIT	TOTAL
REVEGETATION FOR ROW AND EASEMENTS- HYDROMULCH	15,638	SY	\$ 1.25	\$ 19,547.50
TREE PROTECTION	1	LS	\$ 4,000.00	\$ 4,000.00
STABILIZED CONSTRUCTION ENTRANCE	2	EA	\$ 2,500.00	\$ 5,000.00
INSTALL, MAINTAIN, AND REMOVE SILT FENCE	5,486	LF	\$ 4.00	\$ 21,944.00
INSTALL AND MAINTAIN INLET PROTECTION	13	EA	\$ 150.50	\$ 1,956.50
ROCK BERM	936	LF	\$ 25.00	\$ 23,400.00
LOC OFFSET STAKING PERFORMED BY CBD	1	LS	\$ 3,312.00	\$ 3,312.00
MOBILIZATION	2	EA	\$ 1,000.00	\$ 2,000.00
REMOVE/REPLACE SILT FENCE	3,526	LF	\$ 4.00	\$ 14,104.00
CURLEX	3,052	SY	\$ 2.50	\$ 7,630.00
EROSION CONTROL ITEMS- MAJOR TRACT TOTAL				\$ 79,160.00

DESCRIPTION	QTY	UNITS	UNIT	TOTAL
LANDSCAPING	1	LS	\$ 295,000.00	\$ 295,000.00
LANDSCAPING ITEMS TOTAL				\$ 295,000.00

STREET TOTAL (EXCLUDING STREETLIGHTS, INC. GEN CONDITIONS)	\$ 2,737,599.00
DRAINAGE TOTAL	\$ 1,761,048.50
WASTEWATER TOTAL	\$ 1,166,450.50
WATER TOTAL	\$ 1,520,957.50
STREETLIGHT TOTAL	\$ 165,000.00
EROSION CONTROL TOTAL	\$ 202,737.50
LANDSCAPE IMPROVEMENT TOTAL	\$ 295,000.00

BAR W RANCH WEST PHASE 7 TOTAL PUBLIC IMPROVEMENTS (EXCLUDING DRY UTILITIES AND OFF-SITE FENCE)	\$ 7,848,793.00
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**FINAL BILLS PAID AFFIDAVIT
AND WAIVER OF LIEN**

STATE OF TEXAS
COUNTY OF WILLIAMSON

Date: NOVEMBER 1, 2023

Developer: CONTINENTAL HOMES OF TEXAS, LP

Contractor/Material

Provider ("Affiant"): CHASCO CONSTRUCTORS, LTD LLP

Project: BAR W RANCH WEST PHASE 7

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.

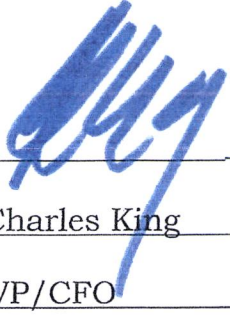
SUBSCRIBED AND SWORN TO BY Affiant on this 1st day of NOVEMBER 2023.

Initialed: _____

PAGE 1 of 2

Updated 10.20.14

AFFIANT:

Signature: 

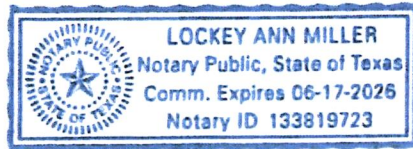
Typed Name: Charles King

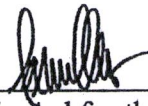
Title: VP/CFO

STATE OF TEXAS
COUNTY OF WILLIAMSON

BEFORE ME the undersigned authority on this day personally appeared Charles King, 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 1st day of NOVEMBER 2023.




Notary in and for the State of Texas

Name: Lockey A. Miller

My commission expires: 06.17.2026

Initialed: _____

PAGE 2 of 2



EXECUTIVE SUMMARY
12/7/2023

AGENDA SUBJECT:

Acceptance of public infrastructure improvements for Lively Tract Phase 4.

BACKGROUND:

The public infrastructure improvements required for Lively Tract Phase 4 have been installed, inspected, and are satisfactorily completed. All documentation required for acceptance of this project has been received, including record drawings, statement of substantial completion prepared by a professional engineer licensed by 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 December 7, 2023, which will provide warranty and maintenance coverage for public infrastructure improvements through December 7, 2025. The Engineering Department will perform a formal inspection of the improvements approximately thirty (30) days prior to the expiration of the maintenance bond to assure that any defects in materials, construction, or maintenance are corrected prior to expiration of the bond.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends the City Council's formal acceptance of Lively Tract Phase 4 public infrastructure improvements.

PRESENTER:

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

Fiscal Impact

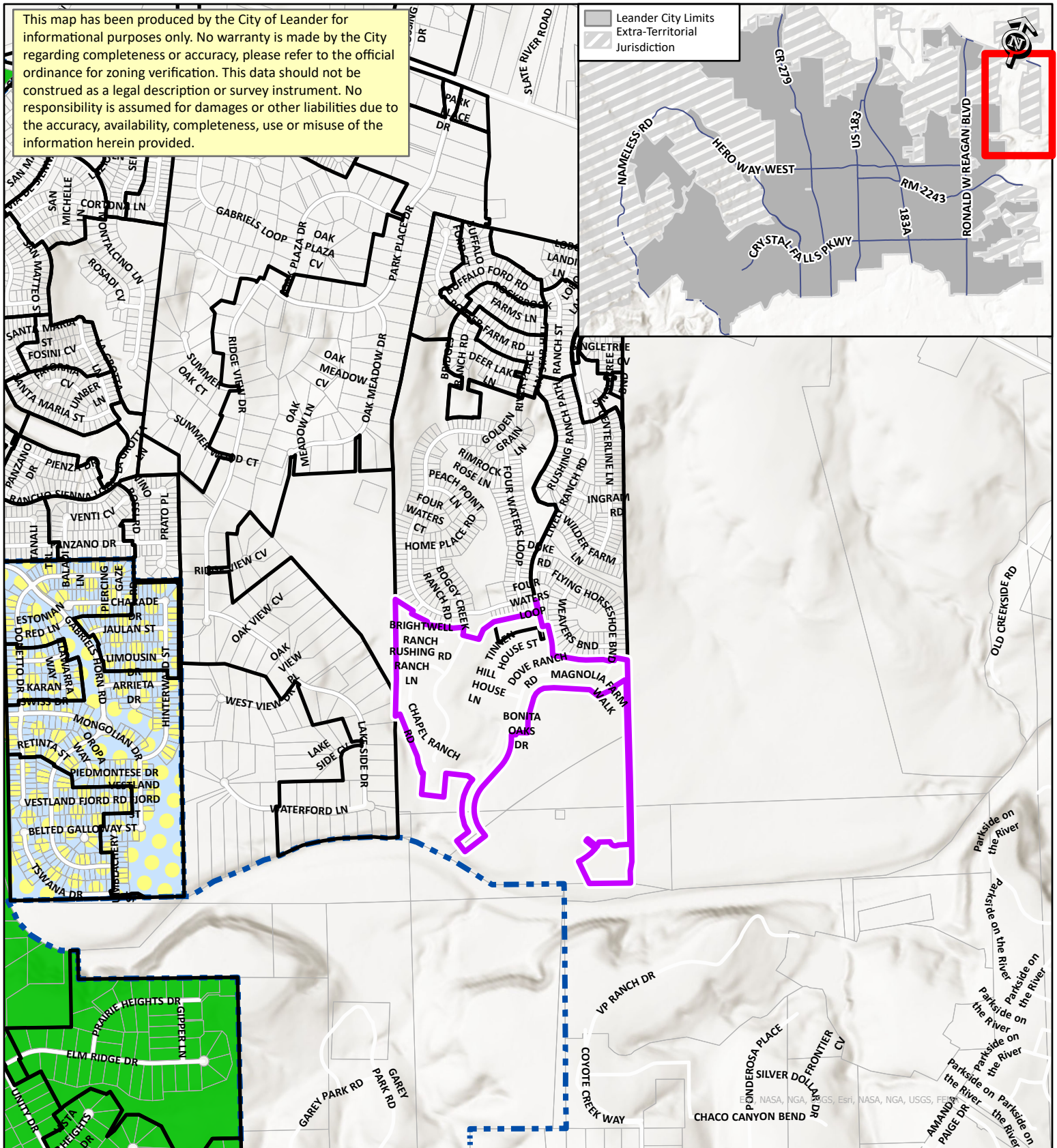
N/A

Attachments:

1. Acceptance Documents Lively Tract Phase 4

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 official ordinance for zoning verification. This data should not be construed as a legal description or survey instrument. No responsibility is assumed for damages or other liabilities due to the accuracy, availability, completeness, use or misuse of the information herein provided.

Leander City Limits
Extra-Territorial
Jurisdiction

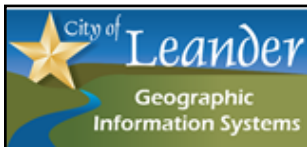


SUBDIVISION ACCEPTANCE

Lively Ph 4 - 21-PICP-027

Accepted Subdivision
WCAD

RESIDENTIAL
SFR - Single-Family Rural
SFC - Single-Family Compact
PUD LAND USE
PUD - Single-Family



0 750 1,500 3,000
Feet



Concurrence Letter

Project: Lively Ranch Phase 4

Date: 11/08/2023

Project #21-PICP-027

To Whom it May Concern:

I the undersigned Landscape Architect, made a visual inspection of the above referenced project and observed that the project appeared to be constructed per the City approved plans.

If you have any questions, or need further information, please do not hesitate to contact me at the number listed below.

Sincerely,



11/08/2023

Cynthia McCalmont, PLA

Phone: 512.246.7003

Email: CynthiaM@SECPlanning.com

ENGINEER'S CONCURRENCE
FOR
PROJECT ACCEPTANCE

PROJECT: Lively Tract, Phase 4
Public Improvements Construction Plans

Date: June 5, 2023

Owner's Name and Address

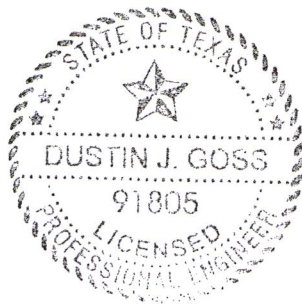
HWY 29 Ventures, 2015 L.P.
4910 Campus Drive
Newport Beach, CA 92660

Consultant Engineer's Name and Address

Pape-Dawson Consulting Engineers, LLC.
10801 N. MoPac Expy. Bldg. 3 Suite 200
Austin, Texas 78759

On June 1, 2023, I, the undersigned Professional Engineer in the State of Texas, or my representative, met with representatives of the City of Leander and the Project Contractor to make a visual inspection of the above-referenced project and observed that the improvements, to the best of my knowledge, were constructed in substantial conformance with the plans and specifications approved by all authorities within jurisdiction. No discrepancies in approved construction plans or deficiencies in construction were visible or brought to my attention by the parties at the meeting except those listed below. I, therefore, recommend acceptance of this project by the City of Leander once the following listed items are corrected to the satisfaction of the City of Leander.

Punchlist items per City Inspectors.



(SEAL)

A handwritten signature in black ink that reads "Dustin Goss".

Signature

Dustin Goss, P.E., LEED AP

Typed Name

91805

Texas Registration No.

MAINTENANCE BOND
Subdivision Improvements

Bond No. 107910336

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that Cash Construction Company, Inc.
as Principal, whose address is 217 Kingston Lacy Blvd., Pflugerville, TX 78691 and
Travelers Casualty and Surety Company a Corporation organized under the
laws of the State of Connecticut, and duly authorized to do business in the State of Texas, as
Surety, are held and firmly bound unto the City of Leander, Texas as Obligee, in the penal sum
of Five Hundred Ninety Three Thousand Six Hundred Forty Four Dollars and 34/100— Dollars
(\$593,644.34) 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 Lively Tract Phase 4 21-PICP-027 (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.

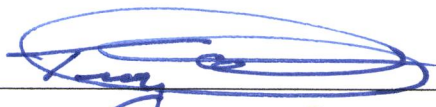
This Bond is a continuing obligation and shall remain in full force and effect until cancelled as provided for herein.

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 22nd day of September, 2023.

Cash Construction Company, Inc.

Principal

By: 

Title: Sr VP OPS

Address: 217 Kingston Lacy Blvd.

Pflugerville, TX 78691

Travelers Casualty and Surety Company

Surety

By: 

Title: Misty Witt, Attorney-in-Fact

Address: One Tower Square

Hartford, CT 06183

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

Marsh USA LLC - Misty Witt

2929 Allen Parkway, Suite 2500, Houston, TX 77019

(Seal)



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

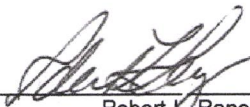
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Misty Witt of Houston, Texas, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

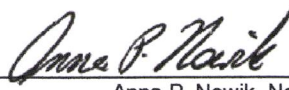
By: 
 Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

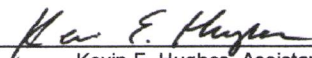
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 22nd day of September, 2023




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
 Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

DUAL OBLIGEE RIDER

To be attached to and form a part of contract bond number 107910336 dated September 22nd, 2023 issued by Travelers Casualty and Surety Company on behalf of Cash Construction Company, Inc. as Principal and in favor of City of Leander as Obligee.

The Maintenance Bond aforesaid shall be amended to add as additional Obligee, the name of Williamson County.

PROVIDED FURTHER, that this rider shall not become effective until accepted by Travelers Casualty and Surety Company as evidenced by the signature below.

The Attached Bond shall be subject to all of its terms, conditions and limitations except as herein modified. Provided, further that the Principal and Surety shall not be liable to all Obligees in the aggregated in excess of the penal sum of Five Hundred Ninety Three Thousand Six Hundred Forty Four Dollars and 34/100 [\$593,644.34]

Signed, sealed and dated on this 22nd day of September, 2023.

ACCEPTED:

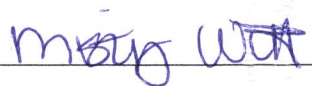
Cash Construction Company, Inc.

By: 

Name: Troy Gjerd

Title: Sr VP OPS

Travelers Casualty and Surety Company

By: 

Name: Misty Witt

Title: Attorney-in-Fact



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

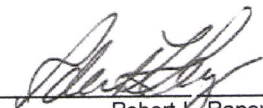
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Misty Witt of Houston, Texas, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

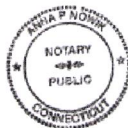
City of Hartford ss.

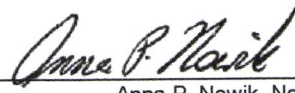
By: 
 Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

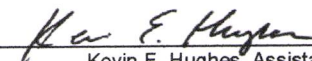
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 22nd day of September, 2023.




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
 Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

August 2, 2023

BUILDING OWNER/DESIGNATED AGENT:

Hwy 29 Ventures 2015 LP
4910 Campus Drive
Newport Beach, CA 92660

PROJECT:

Lively Tract Phase 4

TDLR Project #: TABS2022021058

Contour Project No: 22-085

Lead Designer: Pape-Dawson Engineers, Inc

REGISTERED ACCESSIBILITY SPECIALIST:

Elaine Andersen, RAS #1284
Co-Founder

CORRECTIVE MODIFICATIONS – NO VIOLATIONS

Dear Owner:

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

The corrective modifications results will be forwarded to the Texas Department of Licensing and Regulation for issuance of the final approval letter. For newly constructed buildings and facilities, the Department will provide a Notice of Substantial Compliance (Certificate and Decal) to the owner upon receipt of a completed Notice of Substantial Compliance Request Form. The Form may be found here: <https://www.tdlr.texas.gov/ab/forms/AB046.pdf>

Please note, this determination does not address the requirements of the Americans with Disabilities Act (ADA), (P.L. 101-336), or any other state, local, or federal requirement. For information on the ADA, please contact the United States Department of Justice, Civil Rights Division at (202) 514-0301.



RAS: Elaine Andersen; 512.415.6000; elaine@contour-collective.com

Page 1 of 1

July 11, 2023

Sarvesh Dhakal
Engineering Department
City of Leander
201 N. Brushy Street
Leander, Texas 78641

Attention Mr. Dhakal,

The following is the information as applicable for the Maintenance Bond for this project:

Final Plat Legal Name (21-FP-023): Lively Tract Phase 4

Name on Approved Construction Plans (21-PICP-027): Lively Tract Phase 4

Note: Fiscal was not posted for Lively Tract Phase 4 plat recording prior to completion of construction.

Costs Categories	Amount
Streets*	\$2,191,343.30
Drainage	\$1,166,008.00
Water	\$1,299,224.00
Wastewater	\$1,176,609.00
ESC**	\$103,259.10
Water Quality***	\$428,030.40
Total	\$6,364,473.80

* *Streetlights and Landscape are included in the total Streets amount.*

** *ESC is separated from Streets as the City of Leander requests bonded ESC improvements, but Williamson County is accepting the bonded Streets.*

*** *Water Quality Improvements are bonded to the MUD per the preliminary, final plat, and previous Lively phases. The amount is excluded from city/county improvements for the maintenance bond.*

**** *Dry Utilities, Bond Costs, and expedited construction schedule items are excluded from maintenance bond amounts. See attached itemized engineering cost summary for more information.*

The City of Leander maintenance bond includes Water, Wastewater, and ESC improvements:

Total City Improvements = \$2,579,092.10

City Maintenance Bond (10%) = **\$257,909.21**

Williamson County maintenance bond includes Streets and Drainage improvements:

Total County Improvements = \$3,357,351.30

County Maintenance Bond (10%) = **\$335,735.13**

This project is in the ETJ and the bond is a joint bond with the City of Leander and Williamson County being co-principals, the total City and County improvements (Water, Wastewater, ESC, Streets, and Drainage) cost of construction for the bond was **\$5,936,443.40**, resulting in a 10% maintenance bond amount of **\$593,644.34**.

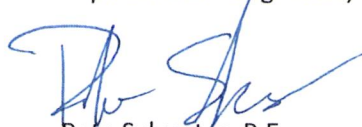
The following is the information as applicable for the Inspection Fee Settle Up for this project:

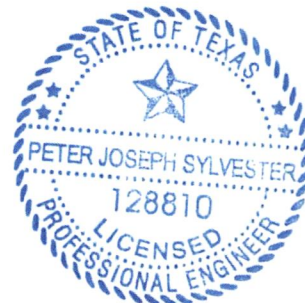
	Estimated Cost	Fee %	Fees Paid	Final Cost	Fee %	Fees Required	Settle-Up Amount
Construction Improvements	\$4,607,731.30	3.5%	\$161,270.95	\$6,364,475.80	3.5%	\$222,756.65	(\$61,485.70)
						Balance Due	(\$61,485.70)

Based on the above comparison HWY 29 Ventures 2015, L.P. underpaid **\$61,485.70.**

Please contact me at psylvester@pape-dawson.com or 512-454-8711 if you have any questions or need additional information.

Sincerely,
Pape-Dawson Engineers, Inc.


Pete Sylvester, P.E.
Senior Project Manager



H:\Projects\508\16\23\402 Construction Phase Services\Documents\Project Closeout\City\Lively Phase 4 - Cost Summary Cover Letter.docx

COUNTY OF TRAVIS }

Page 152 of 290



EXECUTIVE SUMMARY
12/7/2023

AGENDA SUBJECT:

Acceptance of public infrastructure improvements for Travisso Phase 4 Section 6B.

BACKGROUND:

The public infrastructure improvements required for Travisso Phase 4 Section 6B have been installed, inspected, and are satisfactorily completed. All documentation required for acceptance of this project has been received, including record drawings, statement of substantial completion prepared by a professional engineer licensed by 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 December 7, 2023, which will provide warranty and maintenance coverage for public infrastructure improvements through December 7, 2025. The Engineering Department will perform a formal inspection of the improvements approximately thirty (30) days prior to the expiration of the maintenance bond to assure that any defects in materials, construction, or maintenance are corrected prior to expiration of the bond.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends the City Council's formal acceptance of Travisso Phase 4 Section 6B public infrastructure improvements.

PRESENTER:

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

Fiscal Impact

N/A

Attachments:

1. Acceptance Documents Travisso Phase 4 Section 6B

October 26, 2023

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

RE: Travisso Phase 4, Section 6B
App. No.: 21-PICP-004
Engineer's Concurrence

Dear Ms. Truman,

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

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

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



Michael Fisher, P.E.
Senior Vice President



H:\Projects\508\92\38\301 Construction Documents\Documents\Plan Processing\City\Closeout\Phase 4, Section 6B\Engineer's Concurrence\TRAVISSO PH 4 SEC 6B - ENGINEERS CONCURRENCE.docx



May 31, 2023

Brad Garner
Travisso, Ltd.
9601 Amberglen Blvd., Ste 200
Austin, Texas 78729

TDLR Project No.: TABS2021010152

PROJECT:

Travisso Phase 4, Section 6
Travisso Parkway
Leander, TX 78641

CORRECTIVE MODIFICATIONS – NO VIOLATIONS

Dear Brad:

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

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

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

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

Sincerely,

A handwritten signature in black ink that reads 'Jesús Lardizábal'.

Jesús Lardizábal, RAS #1051

**IMPORTANT NOTICE
STATE OF TEXAS
COMPLAINT PROCEDURES**

1. IMPORTANT NOTICE

To obtain information or make a complaint:

2. You may contact your agent.

3. You may call **Westfield Insurance Company, Westfield National Insurance Company, and/or Ohio Farmers Insurance Company's** toll-free telephone number for information or to make a complaint at:

1-800-243-0210

4. You may also write to **Westfield Insurance Company, Westfield National Insurance Company, and/or Ohio Farmers Insurance Company** at:

**Attn: Bond Claims
One Park Circle
P O Box 5001
Westfield Center, OH 44251-5001
Fax #330-887-0840**

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

1-800-252-3439

6. You may write to the Texas Department of Insurance, Consumer Protection Section (MC 111-1A):

P.O. Box 149091
Austin, TX 78714-9091
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

7. PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the agent, Westfield Insurance Company, Westfield National Insurance Company, or Ohio Farmers Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

8. ATTACH THIS NOTICE TO YOUR POLICY:

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

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con su (title) al (telephone number).

Usted puede llamar al numero de telefono gratis de **Westfield Insurance Company, Westfield National Insurance Company, and/or Ohio Farmers Insurance Company's** para informacion o para someter una queja al:

1-800-243-0210

Usted tambien puede escribir a **Westfield Insurance Company, Westfield National Insurance Company, and/or Ohio Farmers Insurance Company:**

**Attn: Bond Claims
One Park Circle
P O Box 5001
Westfield Center, OH 44251-5001
Fax #330-887-0840**

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

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas, Consumer Protection Section (MC 111-1A):

P.O. Box 149091
Austin, TX 78714-9091
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente, Westfield Insurance Company, Westfield National Insurance Company, o Ohio Farmers Insurance Company primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

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

MAINTENANCE BOND
Subdivision Improvements

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that JL Gray Construction, Inc.
as Principal, whose address is 408 Fannin Avenue, Round Rock, TX 78664 and
Westfield Insurance Company a Corporation organized under the
laws of the State of Ohio, and duly authorized to do business in the State of Texas, as
Surety, are held and firmly bound unto the City of Leander, Texas as Obligee, in the penal sum
of Three Hundred Ninety Eight Thousand Four Hundred Sixty One & 82/100 Dollars
(\$ 398,461.82) to which payment will and truly to be made we do bind ourselves, our
and each of our heirs, executors, administrators, successors and assigns jointly and severally,
firmly by these presents.

WHEREAS, the said Principal has constructed Travisso Phase 4, Section 6B
- Streets, Drainage, Water, Wastewater Improvements (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.

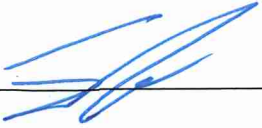
The Surety agrees to pay the Obligee upon demand all loss and expense, including attorneys' fees, incurred by the Obligee by reason of or on account of any breach of this obligation by the Surety. Provided further, that in any legal action be filed upon this bond, venue shall lie in the county where 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 20th day of October, 20 23.

JL Gray Construction, Inc.
Principal

By: 

Title: _____

Address: _____

408 Fannin Avenue

Round Rock, TX 78664

Westfield Insurance Company
Surety

By: 

Title: Attorney-in-Fact

Address: _____

2255 Ridge Road, Ste 333

Rockwall, TX 75087

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

Jack Nottingham

2255 Ridge Road, Ste 333, Rockwall, TX 75087

(Seal)

General
Power
of Attorney

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
TONY FIERRO, JOHNNY MOSS, JAY JORDAN, MISTIE BECK, JEREMY BARNETT, JADE PORTER, ROBERT G. KANUTH, JARRETT WILLSON, JACK NOTTINGHAM, BRADY WILSON, BRENNAN WILLIAMSON, JOINTLY OR SEVERALLY

of **ROCKWALL** and State of **TX** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit.**

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader** and **Senior Executive** and their corporate seals to be hereto affixed this **25th** day of **MAY** A.D., **2022**.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By:
Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this **25th** day of **MAY** A.D., **2022**, before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, OH**; that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this **20th** day of **October** A.D., **2023**



Frank A. Carrino, Secretary

September 11, 2023

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

RE: Travisso Phase 4, Section 6B
App. No.: 21-PICP-004
Final Cost Certification

Dear Mr. Dhakal:

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

Final Plat Legal Name as Recorded: Travisso Phase 4, Section 6B.

Name on Approved Construction Documents: Travisso Phase 4, Section 6.

Name on Bank Bond for Fiscal Posting: Travisso Phase 4, Section 6 Public Improvement Construction Plans (21-PICP-004).

COST SUMMARY

Street Improvements:	\$	1,458,774.40
Water Improvements:	\$	646,525.00
Wastewater Improvements:	\$	889,806.90
Drainage & Erosion and Sedimentation Control Improvements:	\$	989,511.85
TOTAL	\$	3,984,618.15

MAINTENANCE BOND

Total Improvements:	\$	3,984,618.15
Maintenance Bond (10%)	\$	398,461.82

INSPECTION FEES

Please note that inspection fees paid at submittal were calculated based on the Travisso Phase 4, Section 6 project, which has since been separated into Travisso Phase 4, Section 6A and Travisso Phase 4, Section 6B. Payment of the inspection fees owed with the previously closed out Travisso Phase 4, Section 6A was differed to the current Travisso Phase 4, Section 6B closeout submittal, thus the **\$10,444.25** owed to the City as calculated below includes all necessary settle-up fees for both sections based on the original Travisso Phase 4, Section 6 project.

Total Cost of Travisso Phase 4, Section 6A Improvements	\$	6,606,728.00
3.5% Inspection Fees Owed to City for Travisso Phase 4, Section 6A	\$	231,235.48
Inspection Fees Paid at Submittal for Travisso Phase 4, Section 6A	\$	231,235.48
Inspection Fees Owed to City with Travisso Phase 4, Section 6A Closeout	\$	0.00
Total Cost of Travisso Phase 4, Section 6B Improvements	\$	3,984,618.15
3.5% Inspection Fees Owed to City for Travisso Phase 4, Section 6B	\$	139,461.64
Inspection Fees Paid at Submittal for Travisso Phase 4, Section 6B	\$	129,017.39
Inspection Fees Owed to City with Travisso Phase 4, Section 6B Closeout	\$	10,444.25

ENGINEER'S CONTACT INFORMATION

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

Please call if you have any questions.

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


Michael Fisher, P.E.
Senior Vice President



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

STATE OF TEXAS
COUNTY OF Williamson

Date: 11/13/23

Developer: Travisso, LTD

Contractor/Material
Provider ("Affiant"): JL Gray Construction, Inc.

Project: Travisso Phase 4, Section 6

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 13 day of Nov., 2023.

Initialed: JG

AFFLIANT:

Signature: _____

Typed Name: _____

Title: _____

[Handwritten Signature]

Jason Gray

President

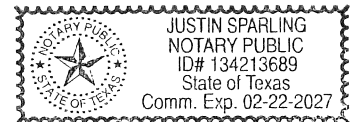
STATE OF TEXAS

COUNTY OF Williamson

BEFORE ME the undersigned authority on this day personally appeared Jason Gray, 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 13 day of Nov. 2023

[Handwritten Signature]



[S E A L]

Notary in and for the State of Texas

Name: _____

Justin Sparling

My commission expires: _____

02-22-27

Initialed: JG



EXECUTIVE SUMMARY
12/7/2023

AGENDA SUBJECT:

Amend approval of a professional services agreement with Willdan Financial Services for utility rate consulting services executed by the City Manager on February 22, 2022; authorize a not-to-exceed amount of \$125,000.00.

BACKGROUND:

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

Through the end of October, the City has expended \$105,969.49 in professional service fees to Willdan for consulting services, including document preparation and submittals, as well as filing testimony in the rate case.

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

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

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

It should be noted that the City Attorney is being supported by the law firm of Davidson, Troilo, Ream, and Garza. To date, outside legal expenses have been \$351,966.60.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Recommend Approval

PRESENTER:

Robert G. Powers, Executive Finance Director

	<u>Fiscal Impact</u>
<u>Amount requested:</u>	\$25,000.00
<u>Approved in current budget (Yes / No):</u>	Yes
<u>Expenditure (New / Amended):</u>	Amended
<u>Recurring or one-time:</u>	One-time
<u>Fund source (Operating / Utility / etc.):</u>	Utility Fund (Legal Services 20-04-5650)

Attachments:



EXECUTIVE SUMMARY
12/7/2023

AGENDA SUBJECT:

Authorize the Interim City Manager to execute an Agreement for Arbitrage Rebate Compliance Services between the City of Leander and Hilltop Securities Asset Management, LLC.

BACKGROUND:

IRS regulations require governmental entities that issue tax-exempt debt to calculate any arbitrage earnings. Arbitrage generally refers to the profit an entity can make borrowing funds in the tax-exempt market and then investing the proceeds (prior to being spent) in the taxable market (i.e., at higher interest rates). Hilltop Securities has been the City's arbitrage rebate consultant and annually performs the required calculations. Each debt issuance requires its own calculation. In the event that the City has any arbitrage earnings, Hilltop calculates the amount owed the US Treasury and provides the reporting forms. Although payment is a rare occurrence, the calculations must be performed. Arbitrage calculation services fall under Accounting Professional Services. The City's current five (5)- year agreement with Hilltop is expiring this year.

Texas Government Code Sec. 2254.003 states that a governmental entity may not select a provider of certain professional services on the basis of competitive bids submitted for the contract or for the services, but shall make the selection and award (1) on the basis of demonstrated competence and qualifications to perform the services, and (2) for a fair and reasonable price.

City staff is fully satisfied with the services that Hilltop Securities has provided over the years and recommends renewal of a new five (5)- year agreement. The agreement provides for early termination by either party. Fees remain unchanged from the current agreement.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Recommend Approval

PRESENTER:

Robert G. Powers, Executive Finance Director

Fiscal Impact

<u>Amount requested:</u>	\$15,000.00
<u>Approved in current budget (Yes / No):</u>	Yes

Expenditure (New / Amended):

Recurring or one-time:

Recurring

Fund source (Operating / Utility / etc.):

General Debt Service and Utility Fund Debt Service

Attachments:

1. Hilltop Arbitrage Rebate Compliance

**AGREEMENT FOR
ARBITRAGE REBATE COMPLIANCE SERVICES
BETWEEN
CITY OF LEANDER, TEXAS
(Hereinafter Referred to as the “ISSUER”)
AND
HILLTOP SECURITIES ASSET MANAGEMENT, LLC
(Hereinafter Referred to as “HSAM”)**

It is understood and agreed that the Issuer, in connection with the sale and delivery of certain bonds, notes, certificates, or other tax-exempt obligations (the “*Obligations*” or “*Bonds*”), will have the need to determine to what extent, if any, it will be required to rebate certain investment earnings (the amount of such rebate being referred to herein as the “*Arbitrage Amount*”) from the proceeds of the Obligations to the United States of America pursuant to the provisions of Section 148(f)(2) of the Internal Revenue Code of 1986, as amended (the “*Code*”). For purposes of this Agreement, the term “Arbitrage Amount” includes payments made under the election to pay penalty in lieu of rebate for a qualified construction issue under Section 148(f)(4) of the Code.

If it is accepted by the Issuer, this shall become the agreement (the “*Agreement*”) between the Issuer and HSAM and will become effective at the date of its acceptance as provided for herein below.

1. This Agreement shall apply to all issues of tax-exempt Obligations delivered subsequent to the effective date of the rebate requirements under the Code, except for (i) issues which qualify for exceptions to the rebate requirements in accordance with Section 148 of the Code and related Treasury regulations, or (ii) issues excluded by the Issuer in writing in accordance with the further provisions hereof, (iii) new issues effected in a fashion whereby HSAM is unaware of the existence of such issue, (iv) issues in which, for reasons outside the control of HSAM, HSAM is unable to procure the necessary information required to perform such services.

Covenants of Hilltop Securities Asset Management

2. HSAM agrees to provide our professional services in determining the Arbitrage Amount with regard to the Obligations. The Issuer will assume and pay the fee of HSAM as such fee is set out in Appendix A attached hereto. HSAM shall not be responsible for any expenses incurred on behalf of Issuer in connection with providing such professional services, including any costs incident to litigation, mandamus action, test case or other similar legal actions.
3. HSAM agrees to perform the following duties in connection with providing arbitrage rebate compliance services:
 - a. To cooperate fully with the Issuer in reviewing the schedule of investments made by the Issuer with (i) proceeds from the Obligations, and (ii) proceeds of other funds of the Issuer which, under Treasury Regulations Section 1.148, or any successor regulations thereto, are subject to the rebate requirements of the Code;
 - b. To perform, or cause to be performed, consistent with the Code and the regulations promulgated thereunder, calculations to determine the Arbitrage Amount under Section 148(f)(2) of the Code; and
 - c. To provide a report to the Issuer specifying the Arbitrage Amount based upon the investment schedule, the calculations of bond yield and investment yield, and other information deemed relevant by HSAM. In undertaking to provide the services set forth in paragraph 2 and this paragraph 3, HSAM does not assume any responsibility for any record retention requirements which the Issuer may have under the Code or other applicable laws, it being understood that the Issuer shall remain responsible for compliance with any such record retention requirements. HSAM shall maintain Issuer records and work product pursuant to its own internal document retention policy.

Covenants of the Issuer

4. In connection with the performance of the aforesaid duties, the Issuer agrees to the following:
 - a. The fees due to HSAM in providing arbitrage rebate compliance services shall be calculated in accordance with Appendix A attached hereto. The fees will be payable upon delivery of the report prepared by HSAM for each issue of Obligations during the term of this Agreement.
 - b. The Issuer will provide HSAM all information regarding the issuance of the Obligations and the investment of the proceeds therefrom, and any other information necessary in connection with calculating the Arbitrage Amount. HSAM will rely on the information supplied by the Issuer without inquiry, it being understood that HSAM will not conduct an audit or take any other steps to verify the accuracy or authenticity of the information provided by the Issuer.
 - c. The Issuer will notify HSAM in writing of the retirement, prior to the scheduled maturity, of any Obligations included under the scope of this Agreement within 30 days of such retirement. This notification is required to provide sufficient time to comply with Treasury Regulations Section 1.148-3(g) which requires final payment of any Arbitrage Amount within 60 days of the final retirement of the Obligations. In the event the Issuer fails to notify HSAM in a timely manner as provided hereinabove, HSAM shall have no further obligation or responsibility to provide any services under this Agreement with respect to such retired Obligations.
5. In providing the services set forth in this Agreement, it is agreed that HSAM shall not incur any liability for any error of judgment made in good faith by a responsible officer or officers thereof and, except to the limited extent set forth in this paragraph, shall not incur any liability for any other errors or omissions, unless it shall be proved that such error or omission was a result of the gross negligence or willful misconduct of said officer or officers. In the event a payment is assessed by the Internal Revenue Service due to an error by HSAM, the Issuer will be responsible for paying the correct Arbitrage Amount and HSAM's liability shall not exceed the amount of any penalty or interest imposed on the Arbitrage Amount as a result of such error. Additionally, it is understood and agreed that HSAM shall incur no liability for any errors, omissions, or failure to make a timely payment in connection with any IRS Computation Date calculations occurring prior to the effective date of the Initial Agreement with the Issuer, even if the error is discovered after the date of HSAM's engagement.

No Coordination with Private Activity Regulations

6. The purpose of HSAM's engagement is to determine the Arbitrage Amount pursuant to Section 148(f)(2) of the Code. Sections 141-147 of the Code and the related Treasury Regulations set forth requirements with respect to the amount of obligation proceeds that may be used for the benefit of a private person or entity. Treasury Regulations Section 1.141-6(a) requires that allocations of expenditures of obligation proceeds for purposes of computing the Arbitrage Amount must be the same as the allocations of expenditures used to test the private use of projects financed with proceeds of the Obligations.
7. For purposes of calculating the Arbitrage Amount, our calculations assume that the allocation of the expenditures of Obligation proceeds as provided to us are the same for both purposes of Sections 141-147 and Section 148 of the Code. The scope of this engagement does not include procedures to analyze the private use limitations associated with the Obligations.

Obligations Issued Subsequent to Initial Agreement

8. The services contracted for under this Agreement will automatically extend to any additional Obligations (including financing lease obligations) issued during the term of this Agreement if such Obligations are subject to the rebate requirements under Section 148(f)(2) of the Code. In connection with the issuance of additional Obligations, the Issuer agrees to the following:
 - a. The Issuer will notify or cause the notification, in writing, to HSAM of any tax-exempt financing (including financing lease obligations) issued by the Issuer during any calendar year of this Agreement, and will provide HSAM with such information regarding such Obligations as HSAM may request in connection with its performance of the arbitrage rebate services contracted for hereunder. If such notice is not provided

to HSAM with regard to a particular Obligation, HSAM shall have no obligation to provide any services hereunder with respect to such Obligation.

- b. At the option of the Issuer, any additional Obligations to be issued subsequent to the execution of this Agreement may be excluded from the services provided for herein. In order to exclude an issue, the Issuer must notify HSAM in writing of their intent to exclude any specific Obligations from the scope of this Agreement, which exclusion shall be permanent for the full life of the Obligations; and after receipt of such notice, HSAM shall have no obligation to provide any services under this Agreement with respect to such excluded Obligations.

Effective Date of Agreement

9. This Agreement shall become effective at the date of acceptance by the Issuer as set out herein below and remain in effect thereafter for a period of five (5) years from the date of acceptance, provided, however, that this Agreement may be terminated with or without cause by the Issuer or HSAM upon thirty (30) days prior written notice to the other party. In the event of such termination, it is understood and agreed that only the amounts due to HSAM for services provided and expenses incurred to and including the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement. In the event this Agreement expires or is terminated prior to the completion of its stated term, all records provided to HSAM with respect to the investment of monies by the Issuer shall be returned to the Issuer as soon as practicable following written request by Issuer, provided that such records have not been destroyed pursuant to HSAM's internal document retention policy. In addition, the parties hereto agree that, upon termination of this Agreement, HSAM shall have no continuing obligation to the Issuer regarding any arbitrage rebate related services contemplated herein, regardless of whether such services have previously been undertaken, completed, or performed.

Acceptance of Agreement

10. When accepted by the Issuer in accordance with the terms hereof, it, together with Appendix A attached hereto, will constitute the entire Agreement between the Issuer and HSAM for the purposes and the consideration herein specified. In order for this Agreement to become effective, it must be accepted by the Issuer within sixty (60) days of the receipt by the Issuer. After the expiration of such 60-day period, acceptance by the Issuer shall only become effective upon delivery of written acknowledgement and reaffirmation by HSAM that the terms and conditions set forth in this Agreement remain acceptable to HSAM.

Counterpart Signatures

11. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Each Party may execute this Agreement on a facsimile or PDF hereof. In addition, facsimile or PDF signatures of either Party shall be valid and binding, and delivery of a facsimile or PDF signature by either Party shall constitute due execution and delivery of this Agreement.

Governing Law

12. This Agreement will be governed by and construed in accordance with the laws of the State of Texas, without regard to its principles of conflicts of laws.

Acceptance

13. Acceptance will be indicated by returning one executed copy to HSAM. An electronic version is acceptable. HSAM will then execute the Agreement and return a fully executed electronic version of the Agreement to the Issuer.

Respectfully submitted,

HILLTOP SECURITIES ASSET MANAGEMENT, LLC

By _____

David K. Medanich, President

Date _____

ISSUER'S ACCEPTANCE CLAUSE

The above and foregoing is hereby in all things accepted and approved by:

_____, City of Leander, Texas, on this the _____ day of _____, _____.

By _____

Authorized Representative

Title _____

Printed Name _____

APPENDIX A - FEES

The Obligations to be covered initially under this Agreement include all issues of tax-exempt obligations delivered subsequent to the effective dates of the rebate requirements, under the Code, except as set forth in Section I of the Agreement.

The fee for any Obligations under this Agreement shall only be payable if a computation is required under Section 148(f)(2) of the Code. In the event that any of the Obligations fall within an exclusion to the computation requirement as defined by Section 148 of the Code or related regulations and no calculations were required by HSAM to make that determination, no fee will be charged for such issue. For example, certain obligations are excluded from the rebate computation requirement if the proceeds are spent within specific time periods. In the event a particular issue of Obligations fulfills the exclusion requirements of the Code or related regulations, the specified fee will be waived by HSAM if no calculations were required to make the determination.

HSAM's fee for arbitrage rebate services is based upon a fixed Calculation Period fee per issue. The Calculation Period fee is charged based upon the number of Calculation Periods that proceeds exist subject to rebate from the delivery date of the issue to the Calculation Date.

HSAM's fees are payable upon delivery of the report. The first report will be made following one Calculation Period from the date of delivery of the Obligations and on each Calculation Date thereafter during the term of the Agreement. The fees for computations of the Arbitrage Amount which encompass more, or less, than one Calculation Period shall be prorated to reflect the longer, or shorter, period of work performed during that period.

The fee for each of the Obligations included in this Agreement shall be based on the table below.

Additionally, due to significant time saving efficiencies realized when investment information is submitted in an electronic format, HSAM passes the savings to its clients by offering a 10% reduction in its fees if information is provided in a spreadsheet or electronic text file format.

Description	FEE
<i>ANNUAL CALCULATION PERIOD FEE</i>	\$1,200
<i>COMPREHENSIVE ARBITRAGE COMPLIANCE SERVICES INCLUDE:</i>	
• Commingled Funds Analysis & Calculations • Spending Exception Analysis & Calculations • Yield Restriction Analysis & Calculations (for yield restricted Project Funds, Reserve Funds, Escrow Funds, etc.) • Parity Reserve Fund Allocations • Transferred Proceeds Calculations • Universal Cap Calculations • Debt Service Fund Calculations (including earnings test when required) • Preparation of all Required IRS Paperwork for Making a Rebate Payment / Yield Reduction Payment • Retention of Records Provided for Arbitrage Computations • IRS Audit Assistance • Delivery of Rebate Calculations Each Year That Meets the Timing Requirements of the Audit Schedule • On-Site Meetings, as Appropriate, to Discuss Calculation Results / Subsequent Planning Items	INCLUDED
<i>OTHER SERVICES AVAILABLE:</i>	
IRS Refund Request – Update calculation, prepare refund request package, and assist issuer as necessary in responding to subsequent IRS Information Requests	\$750

EXPLANATION OF TERMS:

- a. **Bond Year:** A “Bond Year” is each 1-year period selected by the issuer. The first and last bond years may be short periods. If no bond year is selected, bonds years will end on each anniversary date of the issue and at final maturity.
- b. **Computation Date:** A “Computation Date” is a five bond year period no longer than five years after the issue date. Subsequent Computation Dates will be for a period not later than 5 years after the previous Computation Date and at final maturity of the issue.
- c. **Calculation Period:** A “Calculation Period” represents a one year period from the delivery date of the issue to the date that is one calendar year after the delivery date, and each subsequent one-year periods thereafter. Therefore, if a calculation is required that covers more than one Calculation Period, the Calculation Period fee is multiplied by the number of periods contained in the calculation being performed. If a calculation includes a portion of a Calculation Period, i.e., if the calculation includes 1 ½ Calculation Periods, then the base fee will be multiplied by 1.5.
- d. **Electronic Data Submission:** The data should be provided electronically in MS Excel or ASCII text file (comma delimited text preferred) with the date, description, dollar amount, and an activity code (if not in debit and credit format) on the same line in the file.
- e. **Variable/Floating Rate Bond Issues:** Special services are also required to perform the arbitrage rebate calculations for variable rate bonds. A bond is a variable rate bond if the interest rate paid on the bond is dependent upon an index which is subject to changes subsequent to the issuance of the bonds. The computational requirements of a variable rate issue are more complex than those of a fixed rate issue and, accordingly, require significantly more time to calculate. The additional complexity is primarily related to the computation of the bond yield, which must be calculated on a “bond year” basis. Additionally, the regulations provide certain flexibility in computing the bond yield and determining the arbitrage amount over the first IRS reporting period; consequently, increased calculations are required to determine which bond yield calculation produces the lowest arbitrage amount.
- f. **Commingled Fund Allocations:** By definition, a commingled fund is one that contains either proceeds of more than one bond issue or proceeds of a bond issue and non-bond proceeds (i.e., revenues) of \$25,000 or more. The arbitrage regulations, while permitting the commingling of funds, require that the proceeds of the bond issue(s) be “carved out” for purposes of determining the arbitrage amount. Additionally, interest earnings must be allocated to the portion of the commingled fund that represents proceeds of the issue(s) in question. Permitted “safe-harbor” methods (that is, methods that are outlined in the arbitrage regulations and, accordingly, cannot be questioned by the IRS under audit), exist for allocating expenditures and interest earnings to issues in a commingled fund. HSAM uses one of the applicable safe-harbor methods when doing these calculations.
- g. **Debt Service Reserve Funds:** The authorizing documents for many revenue bond issues require that a separate fund be established (the “Reserve Fund”) into which either bond proceeds or revenues are deposited in an amount equal to some designated level, such as average annual debt service on all parity bonds. This Reserve Fund is established for the benefit of the bondholders as additional security for payment on the debt. In most cases, the balance in the Reserve Fund remains stable throughout the life of the bond issue. Reserve Funds, whether funded with bond proceeds or revenues, must be included in all rebate calculations.
- h. **Debt Service Fund Calculations:** Issuers are required under the regulations to analyze the invested balances in their debt service funds annually to determine whether the fund depletes as required during the year and is, therefore, “bona fide” (i.e., potentially exempt from rebate in that year). It is not uncommon for surplus balances to develop in the debt service fund that services an issuer’s tax supported debt, particularly due to timing differences of when the funds were due to be collected versus when the funds were actually collected. HSAM performs this formal analysis of the debt service fund and, should it be determined that a surplus balance exists in the fund during a given year, allocates the surplus balance among the various issues serviced by the fund in a manner that is acceptable under IRS review.
- i. **Earnings Test for Debt Service Funds:** Certain types of bond issues require an additional level of analysis for the debt service fund, even if the fund depletes as required under the regulations and is “bona fide.” For short-term, fixed rate issues, private activity issues, and variable rate issues, the regulations require that an “earnings test” be performed on a bona fide debt service fund to determine if the interest earnings reached \$100,000 during the year. In

cases where the earnings reach or exceed the \$100,000 threshold, the entire fund (not just the surplus or residual portion) is subject to rebate.

- j. **Transferred Proceeds Calculations:** When a bond issue is refinanced (refunded) by another issue, special services relating to “transferred proceeds” calculations may need to be performed. Under the regulations, when proceeds of a refunding issue are used to retire principal of a prior issue, a pro-rata portion of the unspent proceeds of the prior issue becomes subject to rebate and/or yield restriction as transferred proceeds of the refunding issue. The refunding issue essentially “adopts” the unspent proceeds of the prior issue for purposes of the arbitrage calculations. These calculations are required under the regulations to ensure that issuers continue to exercise due diligence to complete the project(s) for which the prior bonds were issued.
- k. **Universal Cap:** Current regulations provide an overall limitation on the amount of gross proceeds allocable to an issue. Simply stated, the value of investments allocated to an issue cannot exceed the value of all outstanding bonds of the issue. For example, this situation can occur if an issuer encounters significant construction delays or enters into litigation with a contractor. It may take months or even years to resolve the problems and begin or resume spending the bond proceeds; however, during this time the debt service payments are still being paid, including any scheduled principal payments. Thus, it’s possible for the value of the investments purchased with bond proceeds to exceed the value of the bonds outstanding. In such cases, a “de-allocation” of proceeds may be required to comply with the limitation rules outlined in the regulations.
- l. **Yield Restriction Analysis/Yield Reduction Computations:** The IRS strongly encourages issuers to spend the proceeds of each bond issue as quickly as possible to achieve the governmental purpose for which the bonds were issued. Certain types of proceeds can qualify for a “temporary period,” during which time the proceeds may be invested at a yield higher than the yield on the bonds without jeopardizing the tax-exempt status of the issue. The most common temporary period is the three-year temporary period for capital project proceeds. After the end of the temporary period, the proceeds must be yield restricted or the issuer must remit the appropriate yield reduction payment when due. HSAM performs a comprehensive yield restriction analysis when appropriate for all issues having proceeds remaining at the end of the applicable temporary period and also calculates the amount of the yield reduction payment due to the IRS.



EXECUTIVE SUMMARY
12/7/2023

AGENDA SUBJECT:

Approval of a Resolution authorizing the City of Leander to apply for the Capital Area Council of Governments (CAPCOG) 2024-2025 Solid Waste Program Grant to support responsible solid waste management in the ten (10)- County CAPCOG Region.

BACKGROUND:

The Capital Area Council of Governments (CAPCOG) is requesting applications for regional solid waste grant funding for state fiscal years 2024 and 2025 to support responsible solid waste management. Current CAPCOG Solid Waste Program grants are estimated to provide \$274,000.00 in pass-through funding to communities in its ten (10)- county region. The City of Leander intends to apply for \$10,918.00 in CAPCOG grant funds to assist with the purchase of a crossover utility vehicle in fiscal year 2024. The vehicle will be used by the Parks and Recreation Department to tow a wood chipper across city park grounds to access dense foliage areas, as well as haul mulch and other debris to designated reuse areas rather than dispose of it.

The above uses support the CAPCOG Regional Solid Waste Management Plan's goal to "Promote reduction in the disposal amount of yard waste and encourage recycling. Applications must be submitted no later than 4:00 p.m. Central Time on Monday, December 18, 2023. CAPCOG will consider approval of grant awards in February 2024.

The City budgeted \$20,000.00 in fiscal year 2024 to purchase a crossover utility vehicle for the Parks and Recreation Department. These funds will be used to match the requested grant amount.

HISTORY/TIMELINE:

- 06.15.2023 - Council authorized the City to apply for a similar CAPCOG grant.
- 08.2023 - The City received \$13,980.80 in CAPCOG grant funds to support the purchase of a wood chipper for the Parks and Recreation Department.

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval.

PRESENTER:

Greg Olmer, Assistant Director of Parks and Recreation

	<u>Fiscal Impact</u>
<u>Amount requested:</u>	\$10,918.00
<u>Approved in current budget (Yes / No):</u>	No
<u>Expenditure (New / Amended):</u>	New
<u>Recurring or one-time:</u>	One-time
<u>Fund source (Operating / Utility / etc.):</u>	Special Revenue (Grants)

Attachments:

1. 2024 Resolution CAPCOG Grant 1207
2. 2024-25 CAPCOG Grant RFA 1207

A RESOLUTION OF THE CITY OF LEANDER, TEXAS

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY OF LEANDER, TEXAS, TO APPLY FOR THE CAPITAL AREA COUNCIL OF GOVERNMENTS (CAPCOG) 2024-2025 SOLID WASTE PROGRAM GRANT TO SUPPORT RESPONSIBLE SOLID WASTE MANAGEMENT IN THE 10-COUNTY CAPCOG REGION.

WHEREAS, the Capital Area Council of Governments (CAPCOG) is a political subdivision of the State of Texas created under Chapter 391 of the Texas Local Government Code and serves a 10-county region that includes Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis, and Williamson counties; and

WHEREAS, as the state-designated planning agency for solid waste management issues, CAPCOG uses state funds provided by the Texas Commission on Environmental Quality (TCEQ) generated from landfill tipping fees to support eligible solid waste projects that help implement the regional solid waste management plan; and

WHEREAS, CAPCOG is requesting applications from eligible entities to receive Solid Waste Program Grant monies made available from TCEQ funding for the 2024 and 2025 fiscal years; and

WHEREAS, the City of Leander Parks and Recreation Department manages 400 acres of parkland comprised of 14 city-owned parks, city-owned building and median landscapes, a public library, a public golf course, and a variety of public greenbelt and trail areas throughout the city; and

WHEREAS, the City of Leander intends to apply for matching Grant funds to purchase solid-waste handling equipment, which will be used to manage vegetative debris consisting of wood mulch, tree stumps, tree branches, tree trunks, and other brush material.

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

Leander City Council approves of the City's application submission for a CAPCOG Solid Waste Program Grant in Fiscal Year 2024.

DULY PASSED AND APPROVED this the 7th day of December 2023.

ATTEST:

CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor

Capital Area Council of Governments FY 2024-2025 Solid Waste Program Grant Request for Applications

General

The Capital Area Council of Governments (CAPCOG) is announcing this request for applications (RFA) https://www.capcog.org/wp-content/uploads/2023/10/FY_2024-2025_SW_Grant_App_Form.docx for regional solid waste grant funding for state Fiscal Years (FY) 2024 and FY 2025. CAPCOG is a Regional Planning Commission and a political subdivision of the State of Texas created under Chapter (§) 391 of the Texas Local Government Code and has received grant funding from the Texas Commission on Environmental Quality (TCEQ) to support management of municipal solid waste (MSW) in CAPCOG's 10-county region, which includes Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis, and Williamson counties.

Timeline

The following table lays out the major milestones for this RFA and the grants that will be awarded pursuant to this RFA:

Table 1. RFA Milestones

Milestone	Date(s)
RFA Released	11/13/2023
Recorded Grant-Writing Webinar available to view on CAPCOG website	11/21/2023
Deadline for Questions	12/11/2023, 4:00 pm
Question & Answer Document Posted Online	12/12/2023, 5:00 pm
Applications Due	12/18/2023, 4:00 pm
Public/Private Industry Review Period	12/27/2023 – 1/11/2024
Final Deadline for Governing Body Resolution	1/12/2024, 1:00 pm
Solid Waste Advisory Committee (SWAC) Scoring Meeting	1/19/2024
Grant Recommendations Distributed to CAPCOG Executive Committee	1/29/2024
CAPCOG Executive Committee Considers Approval of Grants	2/14/2024
Target Start Date for FY 2024 Contracts	4/1/2024
End Date for FY 2024 Contracts (except construction projects)	8/31/2024
Target Start Date for FY 2025 Contracts	9/1/2024
End Date for FY 2025 Contracts and Construction Projects	4/30/2025

Associated Documents

The following documents/attachments are associated with this RFP:

1. FY 2024-2025 Solid Waste Grant Application Form;
2. TCEQ's Administrative Procedures Document;
3. CAPCOG's SWAC Bylaws; and
4. CAPCOG's 2022 – 2042 Regional Solid Waste Management Plan.

All documents can be found at <https://www.capcog.org/what-we-do/funding-grants/solid-waste/>.

CAPCOG Regional Solid Waste Management Plan

The purpose of this funding is to implement projects that will support the goals of CAPCOG's Regional Solid Waste Management Plan (RSWMP). These goals are:

1. Promote community clean-up events to provide citizens with an alternative to illegal dumping
2. Encourage a household hazardous waste (HHW) collection and diversion program
3. Continue and enhance current illegal dumping enforcement programs
4. Explore alternatives to dealing with the disposal of special wastes
5. Promote public education on integrated solid waste management
6. Encourage effective and efficient management and operation of recycling services
7. Encourage the proper management and disposal of municipal solid waste (MSW)
8. Promote reduction in the disposal amount of yard waste and encourage recycling
9. Determine whether access to and the availability of legal disposal options in the CAPCOG region are adequate
10. Promote administrative structures to ensure some measure of local control in the siting, expansion, and operation of MSW facilities
11. Promote incentives for recycling activities and increased recycling participation rates across the region
12. Reduce the amount of MSW generated and disposed of within the region
13. Increase the CAPCOG region's recycling rate
14. Provide permanent HHW collection facilities throughout the region
15. Use the Plan conformance/facility application review process and provisions of §363.066, Health and Safety Code, to address local issues in order to avoid if possible, or minimize if avoidance is not possible, adverse impacts from MSW facilities on human health and the environment

CAPCOG's current RSWMP is available online at: <https://www.capcog.org/divisions/community-economic-development#solid-waste>.

Eligible Entities

The following types of entities located in the CAPCOG region are eligible to apply for funding under this RFA:

1. Municipalities;
2. Counties;
3. Public schools and school districts (not including Universities or post-secondary educational institutions); and
4. Other general and special law districts with the authority and responsibility for water quality protection or municipal solid waste management, including river authorities.

Eligible Projects

The following categories of projects are eligible for funding under this Request for Applications (RFA), and further defined in this section:

1. Local Enforcement.
2. Litter and Illegal Dumping Cleanup and Community Collection Events.
3. Source Reduction and Recycling.
4. Local Solid Waste Management Plans.
5. Municipal Solid Waste Facilities Eligible for Funding.
6. Household Hazardous Waste Management.
7. Technical Studies.

8. Educational and Training Projects.
9. Other Types of Projects.

Local Enforcement

Funds can be used for projects which contribute to the prevention of illegal dumping of municipal solid waste, including liquid wastes. Funding recipients may investigate illegal dumping problems; enforce laws and regulations pertaining to the illegal dumping of municipal solid waste, including liquid waste; establish a program to monitor the collection and transport of municipal liquid wastes, through administration of a manifesting system; and educate the public on illegal dumping laws and regulations.

Funds may not be expended to any law enforcement agency regulated by Texas Occupations Code, Title 10, Chapter 1701, unless: (a) the law enforcement agency is in compliance with all rules on Law Enforcement Standards and Education; or (b) the Commission on Law Enforcement Officer Standards and Education certifies that the requesting agency is in the process of achieving compliance with such rules.

When funding is to be provided for salaries of local enforcement officers, the funds recipient must certify that at least one of the officers has attended or will attend within the term of the funding agreement the TCEQ's Criminal Environmental Law Enforcement Training or equivalent training.

Local enforcement vehicles and related enforcement equipment purchased entirely with funds provided under this Agreement may only be used for activities to enforce laws and regulations pertaining to littering and illegal dumping, and may not, to the extent practicable, be used for other code enforcement or law enforcement activities. Vehicles and equipment that are only partially funded must be dedicated for use in local enforcement activities for a percentage of time equal to the proportion of the purchase expense funded.

Entities receiving funds for a local enforcement officer, enforcement vehicles, and/or related equipment for use by an enforcement officer, must investigate major illegal dumping problems, on both public and private property, in addition to investigating general litter problems on public property.

Entities receiving funds to conduct a local enforcement program must cooperate with the TCEQ's regional investigative staff in identifying and investigating illegal dumping problems. Lack of cooperation with the TCEQ staff may constitute a reason to withhold future funding to that entity for local enforcement activities.

Funds may not be used for investigation and enforcement activities related to the illegal dumping of industrial and/or hazardous waste. Instances where industrial or hazardous waste is discovered at a site do not preclude the investigation of that site, so long as the intent and focus of the investigation and enforcement activities are on the illegal dumping of municipal solid waste. Funds may not be used to purchase ammunition, firearms, or HazMat gear.

Litter and Illegal Dumping Cleanup and Community Collection Events

Funds can be used for ongoing and periodic activities to clean up litter and illegal dumping of municipal solid waste, excluding cleanup of scrap tire dumping sites.

Funded activities may include: waste removal; disposal or recycling of removed materials; fencing and barriers; and signage. Placement of trash collection receptacles in public areas with chronic littering problems may also be funded. To the extent feasible, reuse or recycling options should be considered for managing the materials cleaned up under this program. Funds may also be used for periodic community collection events to provide for collection of residential waste materials for which there is not a readily-

available collection alternative, such as large and bulky items that are not picked up under the regular collection system.

Projects funded to clean up litter or illegal dumping on private property must be conducted through a local government sponsor or the COG. Funds may not be provided directly to a private landowner or other private responsible party for cleanup expenses. The local government sponsor or the COG must either contract for and oversee the cleanup work or conduct the work with its own employees and equipment.

The costs for cleanup of hazardous waste and/or Class 1 nonhazardous industrial waste that may be found at a municipal solid waste site must be funded from other sources, unless a waiver from this restriction is granted by the TCEQ's Waste Permits Division to deal with immediate threats to human health or the environment.

The cleanup of Class 2 and 3 nonhazardous industrial wastes that may be found at a municipal solid waste site may be funded in conjunction with the cleanup of the municipal solid waste found at a site.

All notification, assessment, and cleanup requirements pertaining to the release of wastes or other chemicals of concern, as required under federal, state, and local laws and regulations, including [30 TAC Chapter 330](#), TCEQ's MSW Rules, and [30 TAC Chapter 350](#), TCEQ's Risk Reduction Rules, must be complied with as part of any activities funded under this Agreement.

All materials cleaned up using funds provided under this Agreement must be properly disposed of or otherwise properly managed in accordance with all applicable laws and regulations. To the extent feasible, it is recommended that as much material as possible be diverted from area landfills and targeted for reuse or recycling.

Source Reduction and Recycling

Funds can be used for projects which provide a direct and measurable effect on reducing the amount of municipal solid waste going into landfills, by diverting various materials from the municipal solid waste stream for reuse or recycling, or by reducing waste generation at the source. Funded activities may include: diversion from the waste stream and/or collection, processing for transport, and transportation of materials for reuse and/or recycling; implementation of efficiency improvements in order to increase source reduction and recycling, to include full-cost accounting systems and cost-based rate structures, establishment of a solid waste services enterprise fund, and mechanisms to track and assess the level of recycling activity in the community on a regular basis; and educational and promotional activities to increase source reduction and recycling.

Any program or project funded under this Agreement with the intent of demonstrating the use of products made from recycled and/or reused materials shall have as its primary purpose the education and training of residents, governmental officials, private entities, and others to encourage a market for using these materials.

Any revenues realized from recycling efforts funded through this program by a sub-grant recipient must be placed back into the respective solid waste management program and may not be placed into a funded entities general revenue fund. Any monies realized must be used to promote sustainability of the funded program.

Local Solid Waste Management Plans

Funds can be used for projects to develop a local solid waste management plan. In addition, in accordance with [§363](#), Texas Health and Safety Code, and [30 TAC §330](#), TCEQ Rules, funds can be used

for the TCEQ adoption of a local solid waste management plan. Funds may be used to amend an existing local solid waste management plan that has been adopted by the TCEQ. Local solid waste management plans must be consistent with the goals and objectives of the RSWMP.

All local solid waste management plans funded under this Agreement must be consistent with the COG's RSWMP, and prepared in accordance with [30 TAC §330, Subchapter O](#), TCEQ Rules, and the Content and Format Guidelines provided by the TCEQ.

In selecting a local solid waste management plan as an implementation project for funding, the COG shall ensure that at least one year is available for the completion and adoption of the local plan.

Municipal Solid Waste Facilities Eligible for Funding

The design and construction of the facilities identified below may be funded. Other registered or permitted facilities may receive funding upon prior authorization from TCEQ on a case-by-case basis. The cost associated with operating these types of facilities will not be funded. However, eligible facilities which do not charge customers for services rendered qualify to pursue implementation project funding under this agreement to cover facility upgrades and periodic maintenance costs associated with the free services provided. Projects funded under this project category shall include consideration of an integrated approach to solid waste management, to include providing recycling services at the site, if appropriate to the management system in place. Any revenues realized by entities funded through this program should be used in support of the entity's solid waste program and may not be redirected to an entity's general revenue fund. The following municipal solid waste facilities qualify to pursue funding:

- Notification tier municipal solid waste transfer stations that qualify under [30 TAC 330.11\(e\)](#).
- Registered municipal solid waste transfer stations that qualify under [30 TAC 330.9\(b\)\(1\) through \(3\), or \(f\)](#).
- Exempt local government recycling facilities as provided for under [30 TAC 328.4\(a\)\(1\)](#).
- Notification tier composting facilities which qualify under [30 TAC 332.21 – 332.23](#).
- Liquid waste transfer stations which qualify for registration in [30 TAC 330.9\(g\) and \(l\)](#).
- Registration tier used oil collection facilities which qualify under [30 TAC 324.7\(1\) or \(3\)](#).

Please refer to the TCEQ Administrative Procedures document for more details about requirements for funding MSW facilities and the various authorizations required.

Household Hazardous Waste Management

Funds can be used for projects that provide a means for the collection, recycling or reuse, or proper disposal of household hazardous waste (HHW), including:

- household chemicals;
- used oil and oil filters;
- antifreeze;
- lead-acid batteries;
- household electronic waste, and
- other materials.

Funded activities can include: collection events; consolidation and transportation costs associated with collection activities; recycling or reuse of materials; proper disposal of materials; permanent collection facilities; education and public awareness programs.

All HHW events must meet the requirements of 30 TAC 335, Subchapter N, and must be coordinated through the TCEQ/External Relations Division. Additionally, the TCEQ Used Oil Program regulates the

handling – including transportation – of used oil and oil filters. HHW collections should be aware of registration requirements when selecting vendors or running a collection programs themselves.

All HHW collection event activities must be conducted under an operational plan which meets the requirements of 30 TAC 335.405(a), to be maintained onsite, which addresses collection, ingress and egress, storage, training, transportation, recycling, and disposal.

Designated HHW “operator” must submit to the TCEQ HHW Program a 45 Day Notice which meets the requirements of 30 TAC 335.403(b). The operator must also report to the HHW program by April 1st of the following year on the amount of material received under the collection. This notice must be submitted in one of the following formats through one of the following avenues:

Mailed to:

TCEQ/External Relations Division (MC 118)
HHW Program
P.O. Box 13087
Austin TX 78711-3087

E-mailed to: Recycle@tceq.texas.gov

Faxed to: (512) 239-1065, Attn. HHW Program

Technical Studies

Funds can be used for projects that include the collection of pertinent data, analysis of issues and needs, evaluation of alternative solutions, public input, and recommended actions to assist in making solid waste management decisions at the local level. Projects can also include research and investigations to determine the location, boundaries, and contents of closed municipal solid waste landfills and sites, and to assess possible risks to human health or the environment associated with those landfills and sites.

All technical studies funded under this Contract must be consistent with the COG’s RSWMP and prepared in accordance with Guidelines provided by the TCEQ.

Educational and Training Projects

Educational components are encouraged under the other categories in order to better ensure public participation in projects; those educational components should be funded as part of those projects and not separately under this category. Funds can also be used for “stand-alone” educational projects dealing with a variety of solid waste management topics. Projects can include funding for information-exchange activities.

Educational and training programs and projects funded under this Agreement must be primarily related to the management of municipal solid waste, and funds applied to a broader education program may only be used for those portions of the program pertaining to municipal solid waste.

Grant Amounts

Grant amounts may range from \$10,000 - \$40,000, with a total of \$274,000 available to award. CAPCOG expects to award 10-20 different grants. No more than half of the total (\$137,000) may be awarded in total for FY 2024 projects. Grants will be on a reimbursement basis.

Match Requirement

The applicant must commit to cash match of at least 10% for the total eligible project costs (not including any in-kind contribution). If an applicant is proposing match of more than 10%, then it will only be able to seek reimbursement for the remaining percentage of eligible costs up to the total funding requested and awarded.

Number of Applications

Applicants are not limited to any specific number of applications, however, they are required to submit separate applications for each collection event, and they will be scored and prioritized separately (i.e., an applicant's 2nd collection event application would be put into a lower priority level than its 1st collection event). For the purposes of this application, an "event" can be a multi-day event as long as the days are adjacent to one another. A multi-weekend collection "event" in which no collection is conducted in the intervening days should be broken out into two separate applications.

Eligible Expenses

The following categories of expenses may be eligible for funding under this program. All expenses must directly relate to the conduct of the proposed project.

Personnel

Appropriate salaries and fringe benefits for employees working directly on the funded project may be authorized under most of the grant categories.

Travel

Travel expenses directly related to the conduct of the funded program may be authorized. Only the employees of the pass-through grant recipient assigned to the project should receive reimbursement for travel expenses. In accordance with the [TxGMS](#), in those instances where grantees do not have an established organization-wide written travel policy approved by the governing board of the local jurisdiction, all employee-related travel expenses must be claimed at no higher than the same rates allowed by the State of Texas for its employees. For authorized reimbursement through the Regional Solid Waste Grants Contract, all travel authorized for pass-through recipients must comply with Chapter 660 of the Government Code, and Article IX of the General Appropriations Act, 88th Legislative Session.

Supplies

Expenses for supplies necessary for the conduct of the funded project may be authorized. Expenses included under the Supplies expense category of a project budget should be for non-construction related costs for goods and materials having a unit acquisition cost (including freight) of less than \$5,000. Such expenditures must generally relate to the routine purchase of office supplies (paper, pencils, and staplers) or other goods which are consumed in a relatively short period of time, in the regular performance of the general activities of the proposed project.

Equipment

Equipment necessary and appropriate for the proposed project may be authorized. The COG must carefully evaluate all requests for equipment to determine appropriateness of the equipment for the project. No equipment is to be purchased by a pass-through grant recipient unless approved in advance by the COG. Expenses included under the Equipment expense category should be for non-construction related, tangible, personal property having a unit acquisition cost of \$5,000 or more (including freight

and set up costs) with an estimated useful life of over one year. Any equipment that will be used for other projects or activities, in addition to the funded project, may only be funded at an amount reflecting the appropriate percentage of time that the equipment will be directly used for the funded project. The special conditions and requirements set forth in the grant Contract (relating to Title to and Management of Equipment and Constructed Facilities), also apply to equipment purchased with pass-through grant funding.

Construction

Appropriate construction costs may be authorized. Expenses budgeted under this category should be for costs related to the enhancement or building of permanent facilities. No construction costs may be incurred by a pass-through grant recipient unless the construction details are approved in advance CAPCOG. Appropriate costs that may be included are:

1. The cost of planning the project;
2. The cost of materials and labor connected to the construction project;
3. The cost of equipment attached to the permanent structure; and
4. Any subcontracts, including contracts for services, performed as part of the construction.

Contractual Expenses

Professional services or appropriate tasks provided by a firm or individual who is not employed by the pass-through grant recipient for conducting the funded project may be authorized for subcontracting by the funds recipient. No contractual costs should be incurred by a pass-through grant recipient unless the subcontract is approved in advance by the COG. Applicable laws and regulations concerning bidding and contracting for services must be followed.

Any amendment to a subcontract which will result in or require substantive changes to any of the tasks required to be performed must be approved in writing CAPCOG.

Other Expenses

Other expenses, not falling under the main expense categories, may be included, if connected with the tasks and activities of the proposed project. The restrictions set forth in the [TxGMS](#) and the main grant Contract apply. The COG must ensure that expenses budgeted under this "Other" category are itemized by the grant recipient and are fully considered and evaluated by the COG. Some expenses that may be appropriate include:

- Postage/delivery
- Telephone/FAX
- Utilities
- Printing/reproduction
- Advertising/public notices
- Signs
- Training
- Office space
- Basic office furnishings
- Computer Hardware (greater than \$1,000 and less than \$4,999.99 not listed under the Equipment category)
- Computer Software

Indirect

Indirect costs may be funded, if applicable to the project. In accordance with the [TxGMS](#), indirect charges may be authorized if the applicant has an indirect cost rate properly filed within the past 24 months by a federal cognizant agency or state single audit coordinating agency. Alternatively, the applicant may be authorized to recover up to 10% of direct salary and wage costs (excluding overtime, shift premiums, and fringe benefits) as indirect costs, subject to adequate documentation. If the Applicant has an approved cost allocation plan, enclose documentation of the approved indirect rate with the project application.

Types of Expenses That May Be Appropriate Under Each Project Category

Following are examples of some of the types of expenses that may be appropriate under each of the project categories.

Local Enforcement

- Equipment, such as vehicles, communications equipment, and surveillance equipment (NOTE: this does not include local code enforcement officer firearms nor ammunition)
- Program administration expenses, such as salaries/fringe benefits, office supplies and equipment, travel, training, and vehicle maintenance
- Protective gear and supplies (NOTE: this does not include self-contained breathing apparatus equipment)
- Education and outreach materials

Litter and Illegal Dumping Cleanup and Community Collection Events

- Equipment, such as trailers and trucks
- Program administration expenses, such as, salaries/fringe benefits, office supplies and equipment, travel, training, and vehicle maintenance
- Subcontract expenses
- Protective gear and supplies
- Fencing, barriers, and signage
- Education and outreach materials

Source Reduction and Recycling

- Facility design and construction
- Equipment, such as chippers, balers, crushers (non- trash), recycling and composting containers, trailers, forklifts, and trucks
- Program administration expenses, such as salaries/fringe benefits, office supplies and equipment, travel, training, and equipment maintenance
- Education and outreach materials
- Printing and advertisement expenses

Local Solid Waste Management Plans

- Consultant services
- Printing and advertising expenses
- Program administration expenses, such as salaries/fringe benefits, office supplies, and travel

Citizens' Collection Stations, Recycling Facilities and "Small" Registered Transfer Stations

- Facility design and construction
- Equipment, such as trailers, balers, crushers (non-trash) recycling scales, and recycling containers
- Protective gear
- Education and outreach materials
- Printing and advertisement expenses

Household Hazardous Waste Management

- Design and construction of permanent collection facilities
- Equipment for permanent collection facilities, such as recycling containers, trailers, forklifts, and crushers
- Protective gear
- Contractual services for special collection events
- Education and outreach materials
- Printing and advertising expenses

Technical Studies

- Consultant services
- Printing and advertising expenses
- Program administration expenses, such as salaries/fringe benefits, office supplies, and travel

Educational and Training Projects

- Education and outreach materials
- Printing and advertising expenses
- Contractual services
- Program administrative expenses, such as salaries/fringe benefits, office supplies, and travel

Requirements for Private Industry Notification

In accordance with §361.04(b) of the Texas Health and Safety Code and 30 TAC §330.649(d), a project or service funded under this program must promote cooperation between public and private entities and may not be otherwise readily available or create a competitive advantage over a private industry that provides recycling or solid waste services. In order to ensure this, TCEQ requires the following for all projects other than local enforcement:

1. Applicants for funding must contact in person or in writing the known private providers of similar services which, at the time of the application development, are providing services within the geographic service area that the project intends to serve, prior to making an application.
2. Applicants for funding must inform the private service providers of the basic details of the proposed project and consider any input and concerns from the private service providers about the project when completing the project proposal.
3. Applicants for funding must provide with the application information regarding recycling or solid waste services within the proposed geographic service area of the project being applied for, including:

- a. the names and telephone numbers of any known private entities providing similar or related services within that service area;
 - b. a certification that the private service providers were notified of the details of the application;
 - c. copies and/or summaries of any input and concerns raised by the private service providers;
 - d. a summary of any meetings or discussions held between the applicant and the private service providers;
 - e. an explanation of any changes made to the proposed project to address private service provider concerns; and
 - f. an explanation of any remaining concerns that were not addressed and why the applicant determined that the concerns were not valid under the statutory requirements.
4. Applicants for funding are encouraged to meet directly with private service providers that may have a concern about the proposed project to attempt to resolve any concerns before an application is submitted.

Webinar and Question and Answer Opportunity

Webinar

CAPCOG will prepare a webinar that will be available for viewing prior to the deadline that will cover the details of this RFA and preparation of applications in response to it. The webinar will be available online to view on-demand until the application deadline date. In order to ensure that applications meet all requirements, participating in or viewing this webinar by a representative from the applicant is encouraged.

The webinar will be posted on the CAPCOG website beginning on November 21, 2023. Prospective webinar viewers do not need to register.

Questions and Answers

Throughout the RFA process, applicants may submit questions to ahoekzema@capcog.org with copies to kmay@capcog.org and with copies to csimon@capcog.org. CAPCOG will compile responses to these questions and post and update a "Q&A" document on the RFA page as time permits. The deadline to submit questions is 4:00 pm, Monday, 12/11/2023, with the last update no later than Tuesday, 12/12/2023, by 5:00 pm.

Application Submission

Application Checklist

In order for an application to be considered complete, all of the following elements must be included in the submission:

1. FY 2024-2025 Solid Waste Grant Application Form;
2. Documentation of Private Industry Notification and Consultation (required except for law enforcement projects);
3. Resolution from entity's governing board authorizing grant application and commitment of match (if required and available at the time application is due); and
4. Approved indirect cost plan (if requesting indirect costs in budget).

If it is not possible for the applicant to get a resolution approved by its governing board by the grant application date, it must provide a draft copy of the resolution and indicate the date that the governing body is scheduled to take action on the resolution. The latest that an approved resolution may be submitted to be considered for funding is 1:00 pm, Friday, January 12, 2024.

Submission Instructions

Applicants must submit each grant application in a separate e-mail to ahoekzema@capcog.org, with copies to csimon@capcog.org and kmay@capcog.org, including all attachments, with a subject line: *[Organization Name] Solid Waste Grant Application [Application #]*. All applications must be received by CAPCOG no later than 4:00 pm on Monday, 12/18/2023. CAPCOG will respond as soon as possible with an acknowledgement of receipt. If you have not received an e-mail acknowledging receipt from ahoekzema@capcog.org by Monday, 12/18/2023, at 5:00 pm, please call Andrew Hoekzema, CAPCOG Deputy Executive Director, at (512) 916-6043 as soon as possible so that CAPCOG can review its e-mail spam filters to determine if an application was indeed received by the deadline.

Amendments and Errors in Applications

If an applicant becomes aware of an error in the application prior to the deadline and wishes to withdraw the application and resubmit an updated application in its place, it may do so up until the 4:00 pm deadline on Friday, December 15, 2023. After that time, CAPCOG reserves the right to disqualify any application that does not meet minimum requirements. If CAPCOG identified an error in an application after the application deadline, it may evaluate the extent to which that error may or may not be material. Depending on the circumstances, CAPCOG may request additional information or an amended application from an applicant prior to making the application publicly available for review if the error is not material (i.e., that the error would not otherwise disqualify the application from consideration at the “screening” step of the process).

Changes to Projects Following Initial Submission

Subsequent to an application’s submission, CAPCOG’s SWAC, CAPCOG’s Executive Committee, or the TCEQ may elect to only recommend or approve part of the requested funding. CAPCOG will rely on the applicant’s representation as to the minimum amount of funding acceptable in determining whether to consider awarding partial funding to a project.

Grant Review Process

Once applications are received by CAPCOG, applications will undergo the following review steps:

1. Private industry review;
2. Initial screening by CAPCOG staff;
3. Public review;
4. CAPCOG SWAC review and funding recommendations;
5. Assigning grant recommendations into recommended fiscal years;
6. CAPCOG Executive Committee approval of grant awards; and
7. TCEQ approval of grant awards.

Private Industry Review

In addition to the private industry notification and consultation that the applicant must complete, CAPCOG must also provide notification to private industry at least 7 days before making the applications available to the SWAC for review and provide them an opportunity for review.

In accordance with TCEQ rules for this program:

- CAPCOG must accept written comments from private service providers regarding the project applications and include those comments with the applications for review and consideration by the SWAC and CAPCOG's Executive Committee.
- To the extent time allows, and as deemed appropriate by CAPCOG, CAPCOG must seek to resolve issues of project eligibility, to include encouraging the applicant to work with the private service provider to resolve the issues, before the project is considered by the SWAC.
- CAPCOG must Present all private industry concerns related to an application to the SWAC before the project applications are considered.
- If necessary, CAPCOG may contact the TCEQ to discuss eligibility matters before consideration of the application by the SWAC.
- The COG shall undertake any additional activities determined necessary by the SWAC and authorized by the COG's governing body to ensure that a funded project complies with [§361.014\(b\), Texas Health and Safety Code](#), and [30 TAC §330.641](#).

Initial Screening by CAPCOG Staff

Parallel to the private industry review process, CAPCOG staff will conduct an initial screen of each grant application to verify that all of the following requirements are met. If an application does not meet these initial screening criteria, it will not receive further consideration.

1. The application must be complete, and all application requirements and procedures followed, including requirements to notify private service providers of the proposed project, when applicable.
2. The proposed project must conform to eligible standards, eligible recipient standards, and allowable expense and funding standards, as established by CAPCOG's contract with TCEQ and under all applicable laws and regulations.
3. The applicant must agree to document the results of the project as required by CAPCOG's contract with TCEQ.
4. The proposed project must be technically feasible, and there must be a reasonable expectation that the project can be satisfactorily completed within the required time frames.
5. The proposed project activities and expenses must be reasonable and necessary to accomplish the goals and objectives of the project. One factor in determining reasonableness of expenses shall be whether comparable costs are proposed for comparable goods and services.

CAPCOG staff will also review the proposed expenditures and identify any ineligible expenses prior to the public review process, and will notify both the applicant and the SWAC of any ineligible expenses CAPCOG has identified. Any grant application that includes ineligible funds will be limited to be awarded funds only to cover eligible expenses.

Prioritization of Grant Applications Prior to Scoring

CAPCOG staff will assign one of three priority levels to each application that meets the screening criteria based on the following factors:

1. Project type;
2. Number of applications submitted; and
3. Applicant preference.

In the funding prioritization process, all priority 1 projects will be prioritized for funding over priority 2 projects, regardless of whether a priority 2 project scores higher than a priority 3 project.

Project Type Prioritization

Each application's priority level will be limited by the type of project it corresponds to based on the SWAC's priorities for this biennium. The maximum priority that an application can is shown below:

- Priority 1:
 - Litter and Illegal Dumping Cleanup and Community Collection Events;
 - Source Reduction and Recycling; and
 - Household Hazardous Waste Management.
- Priority 2:
 - Local Enforcement;
 - MSW Facility Eligible for Funding (transfer stations, local government recycling facilities, composting facilities, liquid waste transfer stations, and used oil collection facilities); and
 - Education and Training.
- Priority 3:
 - Local Solid Waste Management Plans;
 - Technical Studies; and
 - Other.

Prioritization Based on Number of Applications

Each applicant can only have a maximum of one application in each priority level. Therefore, for example, if an applicant requests funding for two collection events, the 1st collection event can be considered priority 1, but the 2nd collection event would be considered priority 2. Absent specific indication from the applicant, whichever application is received 1st will be considered the higher priority application. If an applicant submits two applications for "priority 1" project types and one application for a "priority 2" project type, the "priority 2" project will be downgraded to priority 3, and 1 of the 2 "priority 1" projects will be downgraded to priority 2.

Prioritization Based on Applicant Preference

If an applicant submits multiple applications within the same project type priority, it may specify which application it wishes to be considered a higher priority.

Public Review Period

CAPCOG will post copies of all eligible grant applications on its website and begin a public review period prior to the SWAC scoring committee meeting.

SWAC Review

Presentations to SWAC

Each applicant will have an opportunity to present for five minutes for each application at the SWAC scoring meeting, with an additional 10 minutes for questions and answers. CAPCOG must allow for oral comments from a private service provider representative on a proposed project at the meeting of the SWAC where the projects will be considered. CAPCOG may, but is not required to, restrict oral comments concerning that project to entities from which written comments had previously been received by CAPCOG.

SWAC Review of Private Industry Concerns

The SWAC shall make a determination pertaining to the private industry concerns before issuing its recommendations for the selection of applications to be funded. In making a decision concerning the

eligibility of a project, the SWAC shall address the issues that were raised by a private service provider and shall provide in the record of the proceeding its specific reasons for either accepting or rejecting the private industry concerns.

Scoring by SWAC

After each presentation, each SWAC member will score the application based on the following criteria in accordance with the SWAC bylaws:

Table 2. SWAC Scoring Criteria

Criteria	Maximum Points
Identified Need/Problem Resolution/Innovative or Progressive/Long-Term v. Short-Term	20
Well-planned, organized, and technically feasible project	15
Regionally coordinated effort or public/private partnership/multi-jurisdictional	20
Cost-effectiveness	10
Direct services versus administrative overhead	10
Sustainability of project	10
Local commitment to project	15
Total	100

An explanation for each of these criteria is provided below:

1. **Identified need/problem resolution/innovative or progressive/long-term v. short-term (max: 20 points):** Under this scoring criteria, the SWAC needs to identify to what extent the project meets local need? To what extent does the project solve local issues that may be preventing increased solid waste diversion? Determine if the project is innovative or progressive in nature? And determine if the project meets long term versus short term resolutions to local needs? An application may be awarded maximum points where the proposed project meets local needs, solves local issues interfering with solid waste services, is an innovative or progressive approach to a local need, and where the proposed project is a long-term solution to local issues.
2. **Well-planned, organized, and technically feasible project (max: 15 points):** Under this scoring criteria, the SWAC will need look for planning aspects of the proposed project that include public participation, local government participation and leadership, and the local government's ability to implement and sustain the project.
3. **Regionally coordinated effort or public/private partnership/multi-jurisdictional (max: 20 points):** Under this scoring criteria, the SWAC will look to reward innovative projects that combine the resources of public and private entities and that are true multi-jurisdictional projects addressing sub-regional needs. A public – private partnership must include a private industry in-kind or cash match component and should not be simple contracting for services. A multi-jurisdictional project would encompass more than one local government's jurisdictional boundary with buy-in and support provided by each local government.
4. **Cost-effectiveness (max: 10 points):** Under this scoring criteria, the SWAC will score based upon the cost effectiveness of the project. To what extent does the proposed project resolve an issue utilizing cost effective means, also considering the sustainability of the project when considering the overall cost to the local government(s).
5. **Direct services versus administrative overhead (max: 10 points):** Under this scoring criteria, the SWAC will evaluate the proportion of the grant requested that will fund a direct service versus the amount of the proposed project that will go toward an administrative overhead to maintain the proposed project. Projects which direct the majority of the funds requested toward direct solid waste services should receive greater points consideration than projects that increase government size or fund additional administrative duties.
6. **Sustainability of project (max 10 points):** Under this scoring criteria, the SWAC will look directly to the sustainability of the project and reward those projects that have a well laid out plan to ensure the project meets a long term need rather than providing a short-term fix
7. **Local commitment to project (max 10 points):** Under this scoring criteria, the SWAC will consider the local commitment to the project. To what extent does the local government plan,

lead, and support the project utilizing the resources available to them. Projects with a higher local match percentage should receive more points than projects that only propose the minimum 10% required match.

Score Compilation, Ranking, and Funding Recommendations

CAPCOG staff will calculate the average score of each application, and put them in order from highest score to lowest score within each priority level. Applications that score below 70 points will be moved to a “contingency” list. These results will be presented back to the SWAC for consideration to make any adjustments to funding recommendations for individual projects at this stage. The SWAC will then vote on the funding recommendations as a group.

Assigning Projects to Fiscal Years 2024 and 2025

Once the SWAC has made its funding recommendations, CAPCOG staff will assign projects recommended for funding into one of three types of contracts taking into consideration the following guidelines:

1. Non-facility FY 2024 contracts, with a performance period of 4/1/2024 – 8/31/2024; and
2. Non-facility FY 2025 contracts, with a performance period of 9/1/2024 – 4/30/2025; and
3. Facility contracts, with a performance period of 4/1/2024 – 4/30/2025.

Executive Committee Approval

- CAPCOG staff will transmit the SWAC’s funding recommendation to its Executive Committee for consideration.
- CAPCOG must allow for oral comments from a private service provider representative at the meeting of the governing body where the projects will be considered. Oral comments concerning that project are limited to entities from which written comments had previously been received by CAPCOG.
- CAPCOG’s Executive Committee is not bound by the SWAC’s recommendations, but CAPCOG staff should ensure that meeting minutes record any deviations from the SWAC recommendations and the basis for those deviations.
- CAPCOG’s Executive Committee may direct that a determination by the SWAC that identifies a project which does not comply with the private industry requirements precludes further consideration of that project application. The Executive Committee may make a final decision regarding a private industry concern.
- In making a decision concerning funding a project, the governing body shall provide in the record of the proceeding its specific reasons for either accepting or rejecting the private industry concerns.
- Prior to submitting the project list for review by the TCEQ, the governing body shall inform in writing any private service provider submitting comments opposing a project, that the service provider may appeal in writing to the Authorized Representative of the TCEQ a decision of the governing body approving the selection of a project for funding, within ten (10) working days following receipt of the written notice, on the grounds that the project does not promote cooperation between public and private entities, or is readily available in the proposed project service area, or creates a competitive advantage over that private service provider in the provision of recycling or solid waste services.

TCEQ Approval

- Following Executive Committee approval of grant awards, CAPCOG staff will transmit details of the grant awards to TCEQ for final approval.

- A project may not proceed until it has been approved by TCEQ.
- In order to allow for the consideration of and action upon an appeal that may be submitted to the TCEQ by a private service provider, the TCEQ and CAPCOG agree to adhere to the appeals review process as follows:
 - The TCEQ will consider any written appeal received from a private service provider.
 - If the TCEQ determines that there are grounds for further consideration of the appeal, the TCEQ shall notify CAPCOG in writing and by other appropriate means.
 - If so, notified of the further consideration of an appeal by the TCEQ, CAPCOG shall cooperate with the TCEQ and the appellate private service provider to resolve any problem issues.
 - CAPCOG shall not proceed with any project which the TCEQ has notified CAPCOG of a question or concern about that project until the TCEQ provides CAPCOG written authorization to proceed with awarding funding to the project.
 - If the private industry issues are not resolved by CAPCOG and the private service provider to the satisfaction of the TCEQ, the TCEQ will make a final decision concerning the eligibility of the project for funding. This decision will be communicated to CAPCOG and the private service provider in writing. CAPCOG may not provide funding for any project found to be ineligible by the TCEQ.

Reporting

As a condition of funding, TCEQ and CAPCOG require grant recipients to provide detailed reporting on the results achieved through the grant funding. For discrete activities, this will include quantities of solid waste collected or diverted within the time frame of the grant contract. For projects involving equipment or construction, this will involve a “follow-up results report” that identifies activities completed since the new capital asset was put into service, and which will be due the following year.

Special Requirements for Equipment and Construction

TCEQ’s Administrative Procedures includes a number of special requirements for projects that involve equipment or construction that will apply to any such project funded under this RFA. Please refer to section I-E of this document and otherwise review other parts of the document applicable to equipment and construction. The requirements identified in TCEQ’s Administrative Procedures will be incorporated to any contract CAPCOG enters into with an applicant that involved equipment or construction.



EXECUTIVE SUMMARY
12/7/2023

AGENDA SUBJECT:

Approval of a Third Amendment to the Lease Agreement between the City of Leander and Little Gino, LLC; and authorize the Interim City Manager to execute any and all necessary documents.

BACKGROUND:

The City's current lease agreement with Little Gino, LLC originated on June 21, 2021, and was later amended on July 26, 2021, and on April 8, 2022. The leased area consists of 1,300 square feet of space to be used for the operation of a properly licensed and permitted restaurant and bar within the Crystal Falls Golf Club main building located at 3400 Crystal Falls Parkway, Leander, Texas 78641. The lease agreement term expires on June 21, 2026.

The First Amendment added a section about employee discounts for food and non-alcoholic beverages. The Second Amendment updated the commencement date of permitted use, requirements for access to alcohol sales records, and lease payment submission and due dates. The Third Amendment proposes updates to employee discount amounts, required business hours and drink cart operation standards, catering for third-party events, and payment for provided utility services.

The proposed Third Amendment does not extend the lease agreement term, which expires on June 21, 2026.

HISTORY/TIMELINE:

06.21.2021 - Lease Agreement

07.26.2021 - First Amendment to Lease Agreement

04.08.2022 - Second Amendment to Lease Agreement

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval

PRESENTER:

Mark Tummons, Director of Parks & Recreation

Fiscal Impact

N/A

Attachments:

1. Little Gino LLC Lease Amendment 3 redline
2. Little Gino LLC Lease Amendment 3

THIRD AMENDMENT TO THE LEASE AGREEMENT BETWEEN LITTLE GINO, LLC AND CITY OF LEANDER

This Third Amendment to the Lease Agreement between Little Gino, LLC and City of Leander (the “Amendment”) is made, entered into and effective as of _____, 2023 (the “Effective Date”) by and between Little Gino, LLC, a limited liability company (“Tenant”), and the City of Leander, Texas, a home rule municipality located in Williamson and Travis Counties (“Landlord”).

WHEREAS, Tenant and Landlord are parties to that certain Lease Agreement between Little Gino, LLC and the City of Leander dated effective June 21, 2021 (the “Original Agreement”), amended by subsequent amendments dated effective July 26, 2021, (the “First Amendment”) and April 8, 2022, (the “Second Amendment”), which governs use of the approximately 1,300 rentable square foot building located at 3400 Crystal Falls Parkway, Leander Texas 78641 (the “Premises”) for the operation of a properly licensed and permitted restaurant and bar;

WHEREAS, the Original Agreement, First Amendment, and Second Amendment shall herein be referred to as the Agreement; and

WHEREAS, Landlord and Tenant have agreed to amend the Agreement under the terms and conditions stated herein to clarify business operations on the golf course, catering of events, payment for utilities and fuel service, and employee discounts;

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the parties hereto agree as follows:

ARTICLE I. RECITALS; DEFINITIONS

1.01 Recitals. The foregoing recitals are incorporated herein and made a part of this Amendment for all purposes.

ARTICLE II. AMENDMENTS

2.01 Amendment of Article V, Section 5.7.1. Section 5.7.1, Article V of the Agreement is hereby amended to read as follows:

5.7.1 Tenant will offer a ~~fifty-twenty~~ percent discount on food (lunch and snacks only) and non-alcoholic beverage offerings to employees of Landlord, City of Leander. The ~~fifty~~ ~~twenty~~ percent discount does not apply to food and beverage purchases for guests of the employees. The ~~fifty-twenty~~ percent discount does not apply to food and beverage purchases for persons who volunteer at the Crystal Falls Golf Club in Leander, Texas.

2.02 Amendment of Article V, Section 5.9. Section 5.9, Article V of the Agreement is hereby amended to read as follows:

5.9 Tenant will maintain consistent business hours of operation with the Business operating and the Premises open for business between ~~7 am—10 pm~~ 7 a.m. and 10 p.m.; ~~except for Monday when the Business will be operating and Premises will be open for business between 7 am—3 pm.~~ Lunch service shall be provided between 10 ~~am~~-a.m. and 3 ~~pm~~-p.m. daily. Dinner service shall be provided between ~~4 pm—10 pm~~ Tuesday 4 p.m. and 10 p.m. Monday through Sunday. The drink cart (~~—serving both alcoholic and nonalcoholic beverages, except as specifically provided otherwise in this Lease~~) will also be required to operate during consistent business hours. The drink cart must begin daily operations by 10 ~~am~~-a.m. each day the golf course is opened for business and Tenant shall provide the Landlord a daily or weekly drink cart employee assignment schedule. If the Tenant does not maintain consistent operations of the drink cart, the Landlord maintains the option of taking over management of the drink cart operations. Tenant shall comply timely with all applicable laws, ordinances, governmental regulations, restrictive covenants, and written policies now in force or which may hereafter be in force pertaining to the golf course or the operation of the drink cart therein.

2.03 Amendment of Article V, Section 5.11. Section 5.11, Article V of the Agreement is hereby amended to read as follows:

5.11 ~~Tenant will have first right of refusal for catering events held at the golf course.~~ Third-Party Events. Tenant will have right of first offer for catering events held at the golf club. Tenant will provide the Landlord a detailed menu of self-serve food and beverage (F&B) options with per person cost to present to prospective third-party tournament organizers. F&B options may change with Landlord approval.

- i. If a third-party tournament organizer desires non-alcohol F&B options other than those provided by Tenant, the third-party may secure non-alcohol F&B service separately and pay an additional \$3.00 per person service charge, payable to the Tenant. Alcohol beverages will be supplied by the Tenant to the third-party regardless of whether Tenant provides non-alcohol F&B.
- ii. Tenant shall complete a Banquet Execution Order form, provided by Landlord, in conjunction with each third-party event to confirm all third-party F&B requests.
- iii. Landlord will be responsible for set-up and break-down of F&B equipment not owned by Tenant which may be rented for third-party events held on the Premises or golf course. Equipment may include, but is not limited to, tables, chairs, stage, waste cans, and liners.
- iv. Tenant will be responsible for setting up serving tables, table covers, chairs, chafing dishes and dish fuel, plates, utensils, napkins, beverage dispensers/coffee urns, carafes/airpots, drip trays, beverage containers, concession-type equipment, and

condiments. Tenant will be responsible for the removal of all items immediately upon completion of the event.

2.04 Amendment of Article IX, Section 9.1. Section 9.1, Article IX of the Agreement is hereby amended to read as follows:

9.1 ~~As of the Effective Date and~~ On or before the third day of the month throughout the Term, Tenant shall promptly pay ~~all charges for electricity, water, gas, telephone service, sprinkler system, sanitary sewer, storm water sewer, telephone service, high speed internet access and all other utilities~~ a flat rate of \$350.00 for electricity, water, sprinkler system, sanitary sewer, storm water sewer, telephone, and high speed internet service furnished to the Premises, ~~as applicable, (collectively, the "Utilities").~~ Tenant shall promptly pay all charges for any other utility service furnished to the Premises which may include, but is not limited to, propane gas and internet-based television subscriptions. ~~The~~ Tenant acknowledges that the Premises are part of a Building and property utilized for other purposes other than the Permitted Uses and that the utilities for the entire Building and property (the "Entire Property") are on one bill. ~~The Tenant agrees that the charges for the Utilities for the Premises will be the difference between the historical average bill for the Entire Property for the month in question and the then current bill for the Entire Property. Tenant shall make payments for use of such Utilities directly to the public utility which provides the service(s).~~ Landlord shall not be liable for any interruption whatsoever in utility services. Tenant should determine if all necessary utilities are available to the Premises and are adequate for Tenant's Permitted Use.

ARTICLE III. GENERAL PROVISIONS

- 3.01** Entire Agreement. This Amendment, together with the Agreement and Amendment, set forth the entire understanding of the parties and supersedes all prior agreements and understandings, whether written or oral, with respect to the subject matter hereof.
- 3.02** Effect of the Amendment. The Parties agree that, except as modified hereby, the Agreement remains valid, binding, and in full force and effect. If there is any conflict or inconsistency between this Amendment and the Agreement, this Amendment will control and modify the Agreement.
- 3.03** Counterparts. This Amendment may be executed in any number of counterparts, including, without limitation, facsimile counterparts, with the same effect as if the parties had signed the same document, and all counterparts will constitute one and the same agreement.

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

LANDLORD:

City of Leander, Texas

a Texas home-rule municipal corporation

By: _____

Name: **Isaac D. Turner**

Title: **Interim City Manager**

ATTEST:

By: _____

Name: **Dara Crabtree**

Title: **City Secretary**

TENANT:

Little Gino, LLC

a Texas limited liability company

By: _____

Name: _____

Title: _____

THIRD AMENDMENT TO THE LEASE AGREEMENT BETWEEN LITTLE GINO, LLC AND CITY OF LEANDER

This Third Amendment to the Lease Agreement between Little Gino, LLC and City of Leander (the “Amendment”) is made, entered into and effective as of _____, 2023 (the “Effective Date”) by and between Little Gino, LLC, a limited liability company (“Tenant”), and the City of Leander, Texas, a home rule municipality located in Williamson and Travis Counties (“Landlord”).

WHEREAS, Tenant and Landlord are parties to that certain Lease Agreement between Little Gino, LLC and the City of Leander dated effective June 21, 2021 (the “Original Agreement”), amended by subsequent amendments dated effective July 26, 2021, (the “First Amendment”) and April 8, 2022, (the “Second Amendment”), which governs use of the approximately 1,300 rentable square foot building located at 3400 Crystal Falls Parkway, Leander Texas 78641 (the “Premises”) for the operation of a properly licensed and permitted restaurant and bar;

WHEREAS, the Original Agreement, First Amendment, and Second Amendment shall herein be referred to as the Agreement; and

WHEREAS, Landlord and Tenant have agreed to amend the Agreement under the terms and conditions stated herein to clarify business operations on the golf course, catering of events, payment for utilities and fuel service, and employee discounts;

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the parties hereto agree as follows:

ARTICLE I. RECITALS; DEFINITIONS

1.01 Recitals. The foregoing recitals are incorporated herein and made a part of this Amendment for all purposes.

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5.7.1 Tenant will offer a twenty percent discount on food (lunch and snacks only) and non-alcoholic beverage offerings to employees of Landlord, City of Leander. The twenty percent discount does not apply to food and beverage purchases for guests of the employees. The twenty percent discount does not apply to food and beverage purchases for persons who volunteer at the Crystal Falls Golf Club in Leander, Texas.

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- i. If a third-party tournament organizer desires non-alcohol F&B options other than those provided by Tenant, the third-party may secure non-alcohol F&B service separately and pay an additional \$3.00 per person service charge, payable to the Tenant. Alcohol beverages will be supplied by the Tenant to the third-party regardless of whether Tenant provides non-alcohol F&B.
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9.1 On or before the third day of the month throughout the Term, Tenant shall promptly pay a flat rate of \$350.00 for electricity, water, sprinkler system, sanitary sewer, storm water sewer, telephone, and high speed internet service furnished to the Premises. Tenant shall promptly pay all charges for any other utility service furnished to the Premises which may include, but is not limited to, propane gas and internet-based television subscriptions. Tenant acknowledges that the Premises are part of a Building and property utilized for purposes other than the Permitted Uses and that the utilities for the entire Building and property (the "Entire Property") are on one bill. Landlord shall not be liable for any interruption whatsoever in utility services. Tenant should determine if all necessary utilities are available to the Premises and are adequate for Tenant's Permitted Use.

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- 3.01** Entire Agreement. This Amendment, together with the Agreement and Amendment, set forth the entire understanding of the parties and supersedes all prior agreements and understandings, whether written or oral, with respect to the subject matter hereof.
- 3.02** Effect of the Amendment. The Parties agree that, except as modified hereby, the Agreement remains valid, binding, and in full force and effect. If there is any conflict or inconsistency between this Amendment and the Agreement, this Amendment will control and modify the Agreement.
- 3.03** Counterparts. This Amendment may be executed in any number of counterparts, including, without limitation, facsimile counterparts, with the same effect as if the parties had signed the same document, and all counterparts will constitute one and the same agreement.

Executed and effective as of the ____ day of _____, 2023.

LANDLORD:

City of Leander, Texas

a Texas home-rule municipal corporation

By: _____

Name: Isaac D. Turner

Title: Interim City Manager

ATTEST:

By: _____

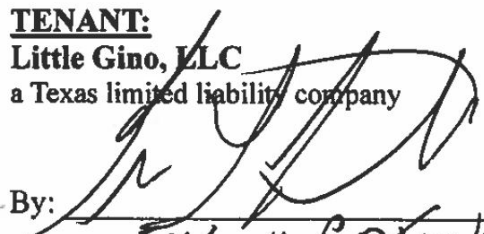
Name: Dara Crabtree

Title: City Secretary

TENANT:

Little Gino, LLC

a Texas limited liability company

By: 

Name: EUGENE CASTANELLI

Title: OWNER



EXECUTIVE SUMMARY
12/7/2023

AGENDA SUBJECT:

Approval of a Lease Agreement between the City of Leander and the Leander Chamber of Commerce and Visitors Center for the property located at 100 N. Brushy Street, Leander, Williamson County, Texas; and authorize the Interim City Manager to execute any and all necessary documents.

BACKGROUND:

The City's current lease agreement with Leander Chamber of Commerce and Visitors Center (Chamber) for the property located at 100 N. Brushy Street, expires December 31, 2023. After Staff discussions with the Chamber regarding the renewal of lease agreement terms, one (1) notable change was requested and included.

The notable change includes a termination clause which outlines a process by which the agreement may be terminated without penalty to the Chamber prior to its expiration. If the Chamber were to acquire a new office location in the near future, this clarifies how the agreement would be managed as a result. No other notable changes are proposed.

The primary term of the proposed agreement is five (5) years commencing on January 1, 2024, and ending on December 31, 2029, unless earlier terminated.

HISTORY/TIMELINE:

Prior lease agreements with the Chamber at 100 N. Brushy Street were executed by the City Manager in 2017, 2014, and 2011.

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Mike Neu, Chief of Staff

Fiscal Impact

N/A

Attachments:

1. Chamber Lease Agreement 2024 redline
2. Chamber Lease Agreement 2024

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LEASE AGREEMENT

This Lease Agreement is made and entered into by and between the **City of Leander, Texas**, (Landlord) and the **Leander Chamber of Commerce and Visitors Center** (Tenant) effective as of January 1, 2024. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord that certain property and improvements, hereinafter called the “leased premises”, located at 100 N. Brushy Street, Leander, Williamson County, Texas.

The primary term of this Lease shall be 60 months commencing on January 1, 2024, and ending on Dec. 31, 2029, unless earlier terminated, upon the following terms, conditions, and covenants:

1. **TAXES.** Each year during the term of this Lease, Tenant shall pay all real estate taxes (if any) assessed against the leased premises.
2. **UTILITIES.** Tenant shall pay to the City 100% of utility billing per month for utility services provided by the Landlord to the leased premises during the lease term. Such utility services may include City-provided utilities, gas, electric, sanitation, telephone, cable, and Internet.
3. **HOLDING OVER.** Failure of Tenant to surrender the leased premises at the expiration of the Lease constitutes a holding over which shall be construed as a tenancy from month to month at a monthly rental agreed in writing between the parties; provided that absent such written agreement the rental shall be \$1.00 per year.
4. **RENT.** Tenant agrees to and shall pay Landlord at 105 N. Brushy Street, Leander, Williamson County, Texas, or at such other place Landlord shall designate from time to time in writing, as rent for the leased premises, the sum of One Dollar (\$1.00) per year and the performance of the services set forth in Exhibit “A” attached hereto and incorporated herein for all purposes.
5. **USE.** Tenant shall use the leased premises for offices and functions of Tenant as the Leander Chamber of Commerce and Visitors Center of the City, including but not limited to providing the services for the City as set forth in Exhibit “A”. Subject to prior approval by the City, Tenant shall be responsible for making such improvements to the leased premises as necessary and reasonable to make the leased premises habitable and suitable to the purposes of the Tenant.
6. **SECURITY DEPOSIT.** None.
7. **INSURANCE.** Landlord shall pay for fire and extended coverage insurance on the building and other real property improvements on the leased premises, and the proceeds thereof, if any, shall be payable solely to Landlord. Tenant shall obtain and keep in effect a policy of general liability insurance. Tenant may, in its discretion, obtain insurance on the furnishings and equipment of Tenant in the leased premises.
8. **CONDITION OF PREMISES.** Tenant has examined and accepts the leased premises in its present condition AS IS WHERE IS as suitable for the purposes for which the same are leased and does hereby accept the leased premises regardless of reasonable deterioration between the date of this Lease and the date Tenant begins occupying the leased premises.
9. **MAINTENANCE AND REPAIRS.** Tenant shall keep the foundation; the exterior walls; glass; windows; doors; door closure devices; window and door frames; molding; locks; hardware; interior

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painting or other treatment of exterior walls; and the roof of the leased premises in good and sufficient repair suitable for the use and occupancy of the leased premises by Tenant, except that Tenant shall not be required to make any repairs occasioned by the act or negligence of Landlord, its employees, licensees and agents. If Tenant is responsible for any such repair and maintenance, Landlord agrees to give Tenant written notice of needed repairs. Tenant shall make such repairs within a reasonable time. Landlord shall notify Tenant immediately of any emergency repairs. Tenant shall keep the leased premises in good, clean condition and shall at its sole cost and expense, make all needed repairs and replacements, including replacement of cracked or broken glass, except for repairs and replacements required to be made by Landlord under this section. If any repairs required to be made by Tenant hereunder are not made within ten (10) days after written notice delivered to Tenant by Landlord, Landlord may at its option make such repairs without liability to Tenant for any loss or damage which may result by reason of such repairs, and Tenant shall pay to Landlord upon demand as additional rent hereunder the cost of any such repairs made by Landlord (if any) as a result of a written request by Tenant. At the termination of this Lease, Tenant shall deliver the leased premises in good order and condition, reasonable wear and tear excepted. Tenant will have no duty to make any repair that: (a) would constitute a replacement of the roof, foundation, wall, or heating or cooling equipment; (b) would be classified as a capital expenditure; or (c) were Tenant subject to federal income taxes, Tenant would not be eligible to deduct the entire cost in the year expended as a maintenance and repair expense. Tenant shall be solely responsible for making any and all repairs or improvements to the leased premises that are necessary or required by Tenant to make and keep the leased premises habitable by Tenant and suitable for the Tenant's use and occupancy, subject to the right of Tenant to cancel this Lease agreement and vacate the leased premises at any time. Tenant shall have the duty to make any and all repairs necessary to correct or repair any item or defect that may be a danger to any person.

10. **ALTERATIONS.** All alterations, additions, improvements, except trade fixtures, installed at expense of Tenant, shall become the property of Landlord and shall remain upon and be surrendered with the leased premises as a part of thereof on this lease. Such alterations, additions, and improvements may only be made with the prior written consent of Landlord, which consent shall not be unreasonably withheld. No cooling tower, equipment, or structure of any kind shall be placed on the roof or elsewhere on the leased premises by Tenant without prior written permission of Landlord. If such permission is granted, such work or installation shall be done at Tenant's expense and in such a manner that the roof shall not be damaged thereby. If it becomes necessary to remove such cooling tower, equipment or structure temporarily, so that repairs to the roof can be made, Tenant shall promptly repair at its expense any damages resulting from such removal. At the termination of this Lease, Tenant shall deliver the leased premises in as good order and condition as the leased premises exist on the commencement of this Lease agreement, natural deterioration only excepted. Unless waived in writing by Landlord, any damage caused by the installation or removal of trade fixtures shall be repaired at Tenant's expense prior to the expiration of the lease term. All alterations, improvements, additions, and repairs made by Tenant shall be made in good and workmanlike manner. Landlord consents to the Tenant making such alterations and improvements as are reasonably necessary and convenient to provide the services and to serve the agencies referenced in Section 5 above.
11. **COMPLIANCE WITH LAWS AND REGULATIONS.** Tenant shall, at its own expense, comply with all laws, orders, and requirements of all governmental entities with reference to the use and occupancy of the leased premises. Tenant and Tenant's agents, employees and invitees shall fully comply with any rules and regulations governing the use of the building or other improvements to the leased premises as required by Landlord. Landlord may make reasonable changes in such rules

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and regulations from time to time as deemed advisable for the safety, care and cleanliness of the leased premises, provided same are in writing and are not in conflict with this Lease.

12. **ASSIGNMENT AND SUBLETTING.** Tenant shall not assign this Lease nor sublet the leased premises or any interest therein without the prior written consent of Landlord. An assignment or subletting without the prior written consent of Landlord shall be void and shall, at the option of Landlord terminate this Lease.
13. **DESTRUCTION.** In the event the leased premises is partially damaged or destroyed or rendered partially unfit for occupancy by fire or other casualty, Tenant shall give immediate notice to Landlord. Landlord may repair the damage and restore the leased premises to substantially the same condition as immediately prior to the occurrence of the casualty. Such repairs, if any, will be made at Landlord's expense unless due to Tenant's negligence. Landlord shall allow Tenant a fair reduction of rent during the time the leased premises are partially unfit for occupancy. If the leased premises are totally destroyed or deemed by the Landlord to be rendered unfit for occupancy by fire or other casualty, or if Landlord shall decide not to repair or rebuild, this Lease shall terminate and the rent shall be paid to the time of such casualty.
14. **TENANT DEFAULT AND REMOVAL OF ABANDONED PROPERTY.** If Tenant abandons the leased premises or otherwise defaults in the performance of any obligations or covenants herein, Landlord may enforce the performance of this Lease in any manner provided by law. Subject only to the opportunity to cure as provided in this section, this Lease may be terminated at Landlord's discretion if such abandonment or default continues for a period of 30 days after Landlord notifies Tenant of such abandonment or default and of Landlord's intention to declare this Lease terminated. Such notice shall be sent by Landlord to Tenant at Tenant's last known address by certified mail. Unless the Tenant has completely removed or cured default within the 30-day period, or, if not fully cured, the Tenant is making continuing and diligent effort to cure such default, this Lease shall terminate. Thereafter, Landlord or its agents shall have the right without further notice or demand, to enter the leased premises and remove all property without being deemed guilty of trespass and without waiving any other remedies for arrears of rent or breach of covenant. Upon abandonment or default by the Tenant, the remaining unpaid portion of the rental from paragraph 4 herein, shall become due and payable. For purposes of this section, Tenant is presumed to have abandoned the premises if goods, equipment, or other property, in an amount substantial enough to indicate a probable intent to abandon the premises, is being or has been removed from the premises and the removal is not within the normal course of Tenant's business. Landlord shall have the right to store any property of Tenant that remains on premises that are abandoned; and, in addition to Landlord's other rights, Landlord may dispose of the stored property if Tenant does not claim the property within 60 days after the date the property is stored, provided Landlord delivers by certified mail to Tenant at Tenant's last known address a notice stating that Landlord may dispose of Tenants' property if Tenant does not claim the property within 60 days after the date the property is stored. In the event a default by Tenant is not cured within 30 days after notice of default and intent to terminate, and the Lease is not terminated as a result of a continuing and diligent effort to cure such default, the Tenant, its successors and assigns, shall pay the reasonable and necessary costs and expenses if any, incurred by Landlord by reason of such default continuing after the 30-day notice period.
15. **INTERRUPTION OF UTILITIES.** Landlord or Landlord's agent may not interrupt or cause the interruption of utility service paid directly to the utility company by Tenant unless interruption results from bona fide repairs, construction, an emergency, or are interrupted by Landlord acting as the City in compliance with its rules, regulations or ordinances. If any utility services furnished by Landlord are interrupted for other than a failure to pay or a regulatory purpose, and continue to be interrupted

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despite the good faith efforts of Landlord to remedy same, Landlord shall not be liable in any respect for damages to the person or property of Tenant or Tenant's employees, agents, or guests, and same shall not be construed as grounds for constructive eviction or abatement of rent. Landlord shall use reasonable diligence to repair and remedy such interruption promptly.

16. **EXCLUSION OF TENANT.** Landlord may not intentionally prevent Tenant from entering the leased premises except by judicial process.
17. **LIEN.** None.
18. **SUBORDINATION.** Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of Trust, or other lien hereafter placed on the demised premises and Tenant agrees on demand to execute such further instruments subordinating this Lease as Landlord may request, provided such subordination shall be on the express condition that this Lease shall be recognized by the mortgagee, and the rights of Tenant shall remain in full force and effect during the term of this Lease so long as Tenant shall continue to perform all the covenants and conditions of this lease.
19. **INDEMNITY.** Landlord and its employees and agents shall not be liable to Tenant or to Tenant's employees, patrons, visitors, invitees, or any other persons for an injury to any such persons or for any damage to personal property caused by an act, omission, or neglect of Tenant or Tenant's agents or of any other tenant of the premises of which the leased premises is a part. To the extent, if any, permitted by law, Tenant agrees to indemnify and hold Landlord and its employees and agents harmless from any and all claims for such injury and damages, whether the injury occurs on or off the leased premises. In addition, to the extent provided by insurance obtained by Tenant, or funds appropriated therefore by Tenant, if Landlord, by reason of Landlord's ownership of the leased premises, is named as a defendant in any claim for injury to any person or for any damage to personal property caused by an act, omission, or neglect of Tenant or Tenant's agents or of any other tenant of the premises of which the leased premises is a part, Tenant shall provide with Landlord's consent, or otherwise pay all reasonable and necessary costs of Landlord's defense.
20. **SIGNS.** Tenant shall not post or paint any signs at, on, or about the leased premises or paint the exterior walls of the building except with the prior written consent of the Landlord. Such consent shall not be unreasonably withheld. Landlord shall have the right to remove any sign or signs in order to maintain the leased premises or to make any repairs or alterations thereto. Landlord hereby consents to one sign if authorized by the applicable City ordinances.
21. **TENANT BANKRUPTCY.** If Tenant becomes bankrupt or makes voluntary assignment for the benefit of creditors or if a receiver is appointed for Tenant, Landlord may terminate this Lease by giving five (5) days written notice to Tenant of Landlord's intention to do so and subject to compliance with all applicable laws regarding bankruptcy, assignments or receivership.
22. **CONDEMNATION.** If the whole or any substantial part of the leased premises is taken for any public or quasi-public use under any governmental law, ordinance or regulation or by right of eminent domain or should the leased premises be sold to a condemning authority under threat of condemnation, this Lease shall terminate and the rent shall be abated during the unexpired portion of the Lease effective from the date of the physical taking of the leased premises.

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23. **HAZARDOUS MATERIALS.** Landlord warrants and represents that the property does not contain Hazardous Materials", as that phrase is defined herein. For purposed of this provision, the phrase Hazardous Materials" shall mean and include any toxic contaminated or other hazardous materials including, without limitation, asbestos, PCB, transformers, underground storage containers, materials containing any radioactive substances, petroleum base products, paints, solvents, lead, cyanide, DDT, acids, pesticides, ammonium compounds, and any other substance forming a component part of the improvements which has heretofore or may in the future be determined to contain toxic wastes, hazardous materials, or undesirable substances injurious to the health of occupants living or working in or around the subject Property. Landlord acknowledges that current, past, and future federal, state, and local laws and regulations may have had or continue to have any interest in the Property, including, but not limited to, current, past, and future owners and users, including tenants, of the Property. The cost and expense of such clean up may be substantial. Landlord further acknowledges and agrees that Landlord shall look solely to experts and professionals selected by Landlord to advise Landlord with respect to the condition of the Property. Landlord hereby agrees to indemnify, defend, and hold Tenant harmless of and from any and all liability, claim, debt, damage, cost, or expense, including reasonable attorneys' fees, related to or arising out of or in any way connected to Hazardous Materials and/ or toxic wastes and/ or any other undesirable substances affecting the Property.
24. **BROKER'S FEE.** None.
25. **NOTICES.** Notices to Tenant shall be by certified mail or other delivery to the leased premises at the below address, or such other address as given by Tenant to Landlord in writing. Notices to Landlord shall be by certified mail to the place where rent is payable.
- City of Leander
City Manager
105 N. Brushy St.
P.O. Box 319
Leander, Texas 78646
- Leander Chamber of Commerce & Visitors Center
President/CEO
PO Box 556
Leander, Texas 78646
26. **DEFAULT BY LANDLORD.** In the event of breach by Landlord of any covenant, warranty, term or obligation of this Lease, then Landlord's failure to cure same or commence a good faith effort to cure same within 30 days after written notice thereof by Tenant shall be considered a default and shall entitle Tenant either to terminate this Lease or cure the default and make the necessary repairs and any expense incurred by Tenant shall be reimbursed by the Landlord after reasonable notice of the repairs and expenses incurred; provided that Tenant shall never be entitled to any damages or reimbursement greater in amount than the annual rental payable pursuant to this Lease. If any utility services furnished by Landlord are interrupted and continue to be interrupted despite the good faith efforts of the Landlord to remedy same, Landlord shall not be liable in any respect for damages to the person or property of Tenant or Tenant's employees, agents, or guests, and same shall not be construed as grounds for constructive eviction or abatement of rent. Landlord shall use reasonable diligence to repair and remedy such interruption promptly.
27. **NON-APPROPRIATION.** Notwithstanding anything contained in this Lease to the contrary, each and every financial obligation of the Landlord pursuant to this Lease is subject to Landlord budgeting

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appropriations. Therefore, in the event no funds or insufficient funds are appropriated or budgeted by Landlord for any expenditures required to be made by Landlord under this Lease, Tenant may in its discretion terminate this Lease without penalty or expense to Tenant of any kind whatsoever.

28. **RIGHT OF ENTRY.** Landlord shall have the right during normal business hours to enter the leased premises: a) to inspect the general condition and state of repair thereof; b) to make repairs required or permitted under this lease; or c) for any other reasonable purpose.
29. **WAIVER OF BREACH.** The waiver by Landlord of any breach of any provision of this Lease shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or a different provision of this Lease.
30. **TIME OF ESSENCE.** This is expressly declared to be of the essence in this Lease.
31. **BINDING OF HEIRS AND ASSIGNS.** All provisions of this Lease shall extend to and bind or inure to the benefit not only of the parties to this Lease but to each and every one of the heirs, executors, representatives, successors, and assigns of Landlord and Tenant.
32. **RIGHTS AND REMEDIES CUMULATIVE.** The rights and remedies by this Lease are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.
33. **TEXAS LAW TO APPLY.** This agreement shall be construed under and in accordance with the laws of the State of Texas. Venue shall lie and be exclusively in Williamson County, Texas.
34. **LEGAL CONSTRUCTION.** In case any one or more of the provisions contained in this agreement 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 agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
35. **PRIOR AGREEMENTS SUPERSEDED.** This agreement constitutes the sole and only agreement of the parties to this Lease and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Lease.
36. **AMENDMENT.** No amendment, modification, or alteration of the terms hereof shall be binding unless it is in writing, dated subsequent to the date hereof and duly executed by the parties.
37. **ATTORNEY'S FEES.** Any signatory to this Lease agreement who is the prevailing party in any legal proceeding against any other signatory brought under or with relation to this lease agreement or this transaction shall be additionally entitled to recover court costs, reasonable attorney fees, and all other out-of-pocket costs of litigation, including deposition, travel and witness costs, from the nonprevailing party.
38. **SPECIAL PROVISIONS.** All renovation costs will be paid by Tenant, and Tenant may remodel, renovate and improve the interior of the building for use by Tenant; provided that Tenant shall not weaken or place in hole or opening in the roof or any load bearing wall or structure.

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39. **QUIET ENJOYMENT.** Landlord agrees that upon paying the rent and performing the obligations herein contained, Tenant will peaceably and quietly have, hold and enjoy the rented premises for the agreed term.

39.40. **TERMINATION.** Tenant may terminate this Lease agreement before the end of the term without penalty by providing at least thirty (30) days written notice to Landlord. Tenant shall vacate the premises by the date stated in the notice of termination, unless the Parties agree to an extension in writing. The City Manager is authorized to grant extensions of the date of termination under this paragraph up to December 31, 2029. Tenant shall owe rent and any other payments due under this Lease through the end of the termination date.

EXECUTED as of _____, 2023, to be effective as of Jan. 1, 2024.

City of Leander, Texas
(Landlord)

**Leander Chamber of Commerce
and Visitors Center (Tenant)**

By: _____
~~TBD~~ Isaac D. Turner, Interim City Manager

By: _____
Bridget Brandt, President/CEO

Date: _____

Date: _____

Attest:

Attest:

Dara Crabtree, City Secretary

Witness

Date: _____

Date: _____

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EXHIBIT “A”

The consideration and rents to be provided and paid by the Tenant to the Landlord pursuant to the attached Lease Agreement are as follows:

1. One Dollar (\$1.00) per year;
2. Tenant shall keep and maintain an office in the leased premises during the lease term;
3. The office shall be adequately staffed by Tenant and open to the public during regular, scheduled business hours for at least twenty (20) hours per week during the lease term;
4. During the lease term, Tenant shall provide the following services for Landlord:
 - a) tourism services to visitors to City who contact the Tenant;
 - b) distribution of welcome packets to prospective residents
 - c) assistance with economic development of current and prospective businesses
 - d) assistance for local charities
 - e) education and networking services for local businesses

LEASE AGREEMENT

This Lease Agreement is made and entered into by and between the **City of Leander, Texas**, (Landlord) and the **Leander Chamber of Commerce and Visitors Center** (Tenant) effective as of January 1, 2024. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord that certain property and improvements, hereinafter called the “leased premises”, located at 100 N. Brushy Street, Leander, Williamson County, Texas.

The primary term of this Lease shall be 60 months commencing on January 1, 2024, and ending on Dec. 31, 2029, unless earlier terminated, upon the following terms, conditions, and covenants:

1. **TAXES.** Each year during the term of this Lease, Tenant shall pay all real estate taxes (if any) assessed against the leased premises.
2. **UTILITIES.** Tenant shall pay to the City 100% of utility billing per month for utility services provided by the Landlord to the leased premises during the lease term. Such utility services may include City-provided utilities, gas, electric, sanitation, telephone, cable, and Internet.
3. **HOLDING OVER.** Failure of Tenant to surrender the leased premises at the expiration of the Lease constitutes a holding over which shall be construed as a tenancy from month to month at a monthly rental agreed in writing between the parties; provided that absent such written agreement the rental shall be \$1.00 per year.
4. **RENT.** Tenant agrees to and shall pay Landlord at 105 N. Brushy Street, Leander, Williamson County, Texas, or at such other place Landlord shall designate from time to time in writing, as rent for the leased premises, the sum of One Dollar (\$1.00) per year and the performance of the services set forth in Exhibit “A” attached hereto and incorporated herein for all purposes.
5. **USE.** Tenant shall use the leased premises for offices and functions of Tenant as the Leander Chamber of Commerce and Visitors Center of the City, including but not limited to providing the services for the City as set forth in Exhibit “A”. Subject to prior approval by the City, Tenant shall be responsible for making such improvements to the leased premises as necessary and reasonable to make the leased premises habitable and suitable to the purposes of the Tenant.
6. **SECURITY DEPOSIT.** None.
7. **INSURANCE.** Landlord shall pay for fire and extended coverage insurance on the building and other real property improvements on the leased premises, and the proceeds thereof, if any, shall be payable solely to Landlord. Tenant shall obtain and keep in effect a policy of general liability insurance. Tenant may, in its discretion, obtain insurance on the furnishings and equipment of Tenant in the leased premises.
8. **CONDITION OF PREMISES.** Tenant has examined and accepts the leased premises in its present condition AS IS WHERE IS as suitable for the purposes for which the same are leased and does hereby accept the leased premises regardless of reasonable deterioration between the date of this Lease and the date Tenant begins occupying the leased premises.
9. **MAINTENANCE AND REPAIRS.** Tenant shall keep the foundation; the exterior walls; glass; windows; doors; door closure devices; window and door frames; molding; locks; hardware; interior painting or other treatment of exterior walls; and the roof of the leased premises in good and sufficient

repair suitable for the use and occupancy of the leased premises by Tenant, except that Tenant shall not be required to make any repairs occasioned by the act or negligence of Landlord, its employees, licensees and agents. If Tenant is responsible for any such repair and maintenance, Landlord agrees to give Tenant written notice of needed repairs. Tenant shall make such repairs within a reasonable time. Landlord shall notify Tenant immediately of any emergency repairs. Tenant shall keep the leased premises in good, clean condition and shall at its sole cost and expense, make all needed repairs and replacements, including replacement of cracked or broken glass, except for repairs and replacements required to be made by Landlord under this section. If any repairs required to be made by Tenant hereunder are not made within ten (10) days after written notice delivered to Tenant by Landlord, Landlord may at its option make such repairs without liability to Tenant for any loss or damage which may result by reason of such repairs, and Tenant shall pay to Landlord upon demand as additional rent hereunder the cost of any such repairs made by Landlord (if any) as a result of a written request by Tenant. At the termination of this Lease, Tenant shall deliver the leased premises in good order and condition, reasonable wear and tear excepted. Tenant will have no duty to make any repair that: (a) would constitute a replacement of the roof, foundation, wall, or heating or cooling equipment; (b) would be classified as a capital expenditure; or (c) were Tenant subject to federal income taxes, Tenant would not be eligible to deduct the entire cost in the year expended as a maintenance and repair expense. Tenant shall be solely responsible for making any and all repairs or improvements to the leased premises that are necessary or required by Tenant to make and keep the leased premises habitable by Tenant and suitable for the Tenant's use and occupancy, subject to the right of Tenant to cancel this Lease agreement and vacate the leased premises at any time. Tenant shall have the duty to make any and all repairs necessary to correct or repair any item or defect that may be a danger to any person.

10. **ALTERATIONS.** All alterations, additions, improvements, except trade fixtures, installed at expense of Tenant, shall become the property of Landlord and shall remain upon and be surrendered with the leased premises as a part of thereof on this lease. Such alterations, additions, and improvements may only be made with the prior written consent of Landlord, which consent shall not be unreasonably withheld. No cooling tower, equipment, or structure of any kind shall be placed on the roof or elsewhere on the leased premises by Tenant without prior written permission of Landlord. If such permission is granted, such work or installation shall be done at Tenant's expense and in such a manner that the roof shall not be damaged thereby. If it becomes necessary to remove such cooling tower, equipment or structure temporarily, so that repairs to the roof can be made, Tenant shall promptly repair at its expense any damages resulting from such removal. At the termination of this Lease, Tenant shall deliver the leased premises in as good order and condition as the leased premises exist on the commencement of this Lease agreement, natural deterioration only excepted. Unless waived in writing by Landlord, any damage caused by the installation or removal of trade fixtures shall be repaired at Tenant's expense prior to the expiration of the lease term. All alterations, improvements, additions, and repairs made by Tenant shall be made in good and workmanlike manner. Landlord consents to the Tenant making such alterations and improvements as are reasonably necessary and convenient to provide the services and to serve the agencies referenced in Section 5 above.
11. **COMPLIANCE WITH LAWS AND REGULATIONS.** Tenant shall, at its own expense, comply with all laws, orders, and requirements of all governmental entities with reference to the use and occupancy of the leased premises. Tenant and Tenant's agents, employees and invitees shall fully comply with any rules and regulations governing the use of the building or other improvements to the leased premises as required by Landlord. Landlord may make reasonable changes in such rules and regulations from time to time as deemed advisable for the safety, care and cleanliness of the leased premises, provided same are in writing and are not in conflict with this Lease.

12. **ASSIGNMENT AND SUBLETTING.** Tenant shall not assign this Lease nor sublet the leased premises or any interest therein without the prior written consent of Landlord. An assignment or subletting without the prior written consent of Landlord shall be void and shall, at the option of Landlord terminate this Lease.
13. **DESTRUCTION.** In the event the leased premises is partially damaged or destroyed or rendered partially unfit for occupancy by fire or other casualty, Tenant shall give immediate notice to Landlord. Landlord may repair the damage and restore the leased premises to substantially the same condition as immediately prior to the occurrence of the casualty. Such repairs, if any, will be made at Landlord's expense unless due to Tenant's negligence. Landlord shall allow Tenant a fair reduction of rent during the time the leased premises are partially unfit for occupancy. If the leased premises are totally destroyed or deemed by the Landlord to be rendered unfit for occupancy by fire or other casualty, or if Landlord shall decide not to repair or rebuild, this Lease shall terminate and the rent shall be paid to the time of such casualty.
14. **TENANT DEFAULT AND REMOVAL OF ABANDONED PROPERTY.** If Tenant abandons the leased premises or otherwise defaults in the performance of any obligations or covenants herein, Landlord may enforce the performance of this Lease in any manner provided by law. Subject only to the opportunity to cure as provided in this section, this Lease may be terminated at Landlord's discretion if such abandonment or default continues for a period of 30 days after Landlord notifies Tenant of such abandonment or default and of Landlord's intention to declare this Lease terminated. Such notice shall be sent by Landlord to Tenant at Tenant's last known address by certified mail. Unless the Tenant has completely removed or cured default within the 30-day period, or, if not fully cured, the Tenant is making continuing and diligent effort to cure such default, this Lease shall terminate. Thereafter, Landlord or its agents shall have the right without further notice or demand, to enter the leased premises and remove all property without being deemed guilty of trespass and without waiving any other remedies for arrears of rent or breach of covenant. Upon abandonment or default by the Tenant, the remaining unpaid portion of the rental from paragraph 4 herein, shall become due and payable. For purposes of this section, Tenant is presumed to have abandoned the premises if goods, equipment, or other property, in an amount substantial enough to indicate a probable intent to abandon the premises, is being or has been removed from the premises and the removal is not within the normal course of Tenant's business. Landlord shall have the right to store any property of Tenant that remains on premises that are abandoned; and, in addition to Landlord's other rights, Landlord may dispose of the stored property if Tenant does not claim the property within 60 days after the date the property is stored, provided Landlord delivers by certified mail to Tenant at Tenant's last known address a notice stating that Landlord may dispose of Tenants' property if Tenant does not claim the property within 60 days after the date the property is stored. In the event a default by Tenant is not cured within 30 days after notice of default and intent to terminate, and the Lease is not terminated as a result of a continuing and diligent effort to cure such default, the Tenant, its successors and assigns, shall pay the reasonable and necessary costs and expenses if any, incurred by Landlord by reason of such default continuing after the 30-day notice period.
15. **INTERRUPTION OF UTILITIES.** Landlord or Landlord's agent may not interrupt or cause the interruption of utility service paid directly to the utility company by Tenant unless interruption results from bona fide repairs, construction, an emergency, or are interrupted by Landlord acting as the City in compliance with its rules, regulations or ordinances. If any utility services furnished by Landlord are interrupted for other than a failure to pay or a regulatory purpose, and continue to be interrupted despite the good faith efforts of Landlord to remedy same, Landlord shall not be liable in any respect for damages to the person or property of Tenant or Tenant's employees, agents, or guests, and same

shall not be construed as grounds for constructive eviction or abatement of rent. Landlord shall use reasonable diligence to repair and remedy such interruption promptly.

16. **EXCLUSION OF TENANT.** Landlord may not intentionally prevent Tenant from entering the leased premises except by judicial process.
17. **LIEN.** None.
18. **SUBORDINATION.** Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of Trust, or other lien hereafter placed on the demised premises and Tenant agrees on demand to execute such further instruments subordinating this Lease as Landlord may request, provided such subordination shall be on the express condition that this Lease shall be recognized by the mortgagee, and the rights of Tenant shall remain in full force and effect during the term of this Lease so long as Tenant shall continue to perform all the covenants and conditions of this lease.
19. **INDEMNITY.** Landlord and its employees and agents shall not be liable to Tenant or to Tenant's employees, patrons, visitors, invitees, or any other persons for an injury to any such persons or for any damage to personal property caused by an act, omission, or neglect of Tenant or Tenant's agents or of any other tenant of the premises of which the leased premises is a part. To the extent, if any, permitted by law, Tenant agrees to indemnify and hold Landlord and its employees and agents harmless from any and all claims for such injury and damages, whether the injury occurs on or off the leased premises. In addition, to the extent provided by insurance obtained by Tenant, or funds appropriated therefore by Tenant, if Landlord, by reason of Landlord's ownership of the leased premises, is named as a defendant in any claim for injury to any person or for any damage to personal property caused by an act, omission, or neglect of Tenant or Tenant's agents or of any other tenant of the premises of which the leased premises is a part, Tenant shall provide with Landlord's consent, or otherwise pay all reasonable and necessary costs of Landlord's defense.
20. **SIGNS.** Tenant shall not post or paint any signs at, on, or about the leased premises or paint the exterior walls of the building except with the prior written consent of the Landlord. Such consent shall not be unreasonably withheld. Landlord shall have the right to remove any sign or signs in order to maintain the leased premises or to make any repairs or alterations thereto. Landlord hereby consents to one sign if authorized by the applicable City ordinances.
21. **TENANT BANKRUPTCY.** If Tenant becomes bankrupt or makes voluntary assignment for the benefit of creditors or if a receiver is appointed for Tenant, Landlord may terminate this Lease by giving five (5) days written notice to Tenant of Landlord's intention to do so and subject to compliance with all applicable laws regarding bankruptcy, assignments or receivership.
22. **CONDEMNATION.** If the whole or any substantial part of the leased premises is taken for any public or quasi-public use under any governmental law, ordinance or regulation or by right of eminent domain or should the leased premises be sold to a condemning authority under threat of condemnation, this Lease shall terminate and the rent shall be abated during the unexpired portion of the Lease effective from the date of the physical taking of the leased premises.
23. **HAZARDOUS MATERIALS.** Landlord warrants and represents that the property does not contain Hazardous Materials", as that phrase is defined herein. For purposes of this provision, the phrase Hazardous Materials" shall mean and include any toxic contaminated or other hazardous materials including, without limitation, asbestos, PCB, transformers, underground storage containers, materials

containing any radioactive substances, petroleum base products, paints, solvents, lead, cyanide, DDT, acids, pesticides, ammonium compounds, and any other substance forming a component part of the improvements which has heretofore or may in the future be determined to contain toxic wastes, hazardous materials, or undesirable substances injurious to the health of occupants living or working in or around the subject Property. Landlord acknowledges that current, past, and future federal, state, and local laws and regulations may have had or continue to have any interest in the Property, including, but not limited to, current, past, and future owners and users, including tenants, of the Property. The cost and expense of such clean up may be substantial. Landlord further acknowledges and agrees that Landlord shall look solely to experts and professionals selected by Landlord to advise Landlord with respect to the condition of the Property. Landlord hereby agrees to indemnify, defend, and hold Tenant harmless of and from any and all liability, claim, debt, damage, cost, or expense, including reasonable attorneys' fees, related to or arising out of or in any way connected to Hazardous Materials and/ or toxic wastes and/ or any other undesirable substances affecting the Property.

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Leander Chamber of Commerce & Visitors Center
President/CEO
PO Box 556
Leander, Texas 78646

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27. **NON-APPROPRIATION.** Notwithstanding anything contained in this Lease to the contrary, each and every financial obligation of the Landlord pursuant to this Lease is subject to Landlord budgeting appropriations. Therefore, in the event no funds or insufficient funds are appropriated or budgeted by Landlord for any expenditures required to be made by Landlord under this Lease, Tenant may in its discretion terminate this Lease without penalty or expense to Tenant of any kind whatsoever.

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30. **TIME OF ESSENCE.** This is expressly declared to be of the essence in this Lease.
31. **BINDING OF HEIRS AND ASSIGNS.** All provisions of this Lease shall extend to and bind or inure to the benefit not only of the parties to this Lease but to each and every one of the heirs, executors, representatives, successors, and assigns of Landlord and Tenant.
32. **RIGHTS AND REMEDIES CUMULATIVE.** The rights and remedies by this Lease are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.
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34. **LEGAL CONSTRUCTION.** In case any one or more of the provisions contained in this agreement 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 agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
35. **PRIOR AGREEMENTS SUPERSEDED.** This agreement constitutes the sole and only agreement of the parties to this Lease and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Lease.
36. **AMENDMENT.** No amendment, modification, or alteration of the terms hereof shall be binding unless it is in writing, dated subsequent to the date hereof and duly executed by the parties.
37. **ATTORNEY'S FEES.** Any signatory to this Lease agreement who is the prevailing party in any legal proceeding against any other signatory brought under or with relation to this lease agreement or this transaction shall be additionally entitled to recover court costs, reasonable attorney fees, and all other out-of-pocket costs of litigation, including deposition, travel and witness costs, from the nonprevailing party.
38. **SPECIAL PROVISIONS.** All renovation costs will be paid by Tenant, and Tenant may remodel, renovate and improve the interior of the building for use by Tenant; provided that Tenant shall not weaken or place in hole or opening in the roof or any load bearing wall or structure.
39. **QUIET ENJOYMENT.** Landlord agrees that upon paying the rent and performing the obligations herein contained, Tenant will peaceably and quietly have, hold and enjoy the rented premises for the agreed term.
40. **TERMINATION.** Tenant may terminate this Lease agreement before the end of the term without penalty by providing at least thirty (30) days written notice to Landlord. Tenant shall vacate the

premises by the date stated in the notice of termination, unless the Parties agree to an extension in writing. The City Manager is authorized to grant extensions of the date of termination under this paragraph up to December 31, 2029. Tenant shall owe rent and any other payments due under this Lease through the end of the termination date.

EXECUTED as of _____, 2023, to be effective as of Jan. 1, 2024.

City of Leander, Texas
(Landlord)

By: _____
Isaac D. Turner, Interim City Manager

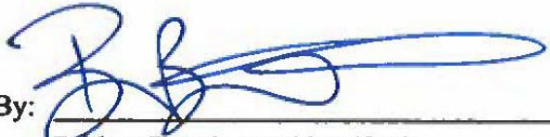
Date: _____

Attest:

Dara Crabtree, City Secretary

Date: _____

**Leander Chamber of Commerce
and Visitors Center (Tenant)**

By: 
Bridget Brandt, President/CEO

Date: 11/28/23

Attest:


Witness

Date: 11/28/23

EXHIBIT “A”

The consideration and rents to be provided and paid by the Tenant to the Landlord pursuant to the attached Lease Agreement are as follows:

1. One Dollar (\$1.00) per year;
2. Tenant shall keep and maintain an office in the leased premises during the lease term;
3. The office shall be adequately staffed by Tenant and open to the public during regular, scheduled business hours for at least twenty (20) hours per week during the lease term;
4. During the lease term, Tenant shall provide the following services for Landlord:
 - a) tourism services to visitors to City who contact the Tenant;
 - b) distribution of welcome packets to prospective residents
 - c) assistance with economic development of current and prospective businesses
 - d) assistance for local charities
 - e) education and networking services for local businesses



EXECUTIVE SUMMARY
12/7/2023

AGENDA SUBJECT:

Approval of an Agreement between the City of Leander and the Leander Chamber of Commerce and Visitors Center for the exclusive purpose of promoting tourism and the convention and hotel industry as permitted by Chapter 351, Texas Tax Code.

BACKGROUND:

The City's current agreement with Leander Chamber of Commerce and Visitors Center (Chamber) regarding hotel occupancy tax (HOT) revenue expires September 30, 2024. Following Staff discussions with the Chamber about aligning term dates with other mutual agreements, Staff also recommended changes to the HOT revenue reporting and fund management sections which would meet state requirements for agreements of this type as described in Chapter 351 of the Texas Tax Code.

The primary term of the proposed agreement is five (5) years commencing on January 1, 2024, and ending on December 31, 2029, unless earlier terminated.

HISTORY/TIMELINE:

08.02.2019 - The City's original HOT agreement was approved by Council.

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Mike Neu, Chief of Staff

Fiscal Impact

N/A

Attachments:

1. Chamber HOT Agreement 2024 redline
2. Chamber HOT Agreement 2024

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THIS AGREEMENT IS MADE BY AND BETWEEN THE CITY OF LEANDER, TEXAS (“CITY”) AND THE LEANDER CHAMBER OF COMMERCE AND VISITORS CENTER (“CHAMBER”) FOR THE EXCLUSIVE PURPOSE OF ENHANCING AND PROMOTING TOURISM AND THE CONVENTION AND HOTEL INDUSTRY AS PERMITTED BY CHAPTER 351, TEXAS TAX CODE.

WHEREAS, Chapter 351, Texas Tax Code, allows a municipality by ordinance to impose a tax on a person who pays for the use of a room that is in a hotel, costs \$2 or more each day, and is ordinarily used for sleeping; and

WHEREAS, a hotel is defined in Chapter 156, Texas Tax Code to mean a building in which members of the public obtain sleeping accommodations for consideration. The term includes a hotel, motel, tourist home, tourist house, tourist court, lodging house, inn, rooming house, or bed and breakfast; and

WHEREAS, the CITY has adopted such an ordinance; and

WHEREAS, Chapter 351, Texas Tax Code (“Chapter 351”) restricts the use of revenue from the municipal hotel occupancy tax to uses that promote tourism and the convention and hotel industry, and that are specifically identified in the statute; and

WHEREAS, the CITY and CHAMBER previously have entered into a separate and distinct agreement for purposes of economic development which is not a part of this Agreement and shall remain in effect unless specifically canceled; and

WHEREAS, the CHAMBER has been successfully engaged in the promotion of Leander and its attractions for several years, including but not limited to the Old Town Street Festival and the Leander Trail of Trains; and

WHEREAS, the CITY and the CHAMBER desire to enter into this Agreement to effectively maximize the impact of the hotel occupancy tax revenues.

NOW THEREFORE in consideration of the premises and mutual agreements contained herein, the parties agree as follows:

Section 1. Services to be Provided. Duties of CHAMBER.

The CHAMBER shall submit to the CITY a proposed annual plan of work and budget no later than April 30 of each calendar year, which if approved, or otherwise not modified by the CITY shall be performed during the twelve month period October 1 through September 30. Expenditures must be made in accordance with the budget unless approved otherwise by the CITY. The plan of work and budget shall only encompass activities and expenditures that are permitted under Chapter 351, as amended, including but not limited to:

DRAFT

(a) ~~(1)~~

the acquisition of sites for and the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both;

(b) ~~(2)~~

the furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants;

(c) ~~(3)~~

advertising and conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to the municipality or its vicinity;

(d) ~~(4)~~

the encouragement, promotion, improvement, and application of the arts, including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms;

(e) ~~(5)~~

historical restoration and preservation projects or activities or advertising and conducting solicitations and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums:

1. at or in the immediate vicinity of convention center facilities or visitor information centers; or
2. located elsewhere in the municipality or its vicinity that would be frequented by tourists and convention delegates;

~~—expenses, including promotion expenses, directly related to a sporting event in which the majority of participants are tourists who substantially increase economic activity at hotels and motels within the municipality or its vicinity.~~

~~—(A) at or in the immediate vicinity of convention center facilities or visitor information centers; or~~

(f) ~~(B)~~

~~located elsewhere in the municipality or its vicinity that would be frequented by tourists and convention delegates;~~

~~(6) expenses, including promotion expenses, directly related to a sporting event in which the majority of participants are tourists who substantially increase economic activity at hotels and motels within the municipality or its vicinity.~~

DRAFT

Section 2. Compensation. The CITY shall compensate the CHAMBER for its services on a quarterly basis in arrears as follows.

- (a) Within thirty (30) days after the end of each calendar quarter, the CITY shall pay to the CHAMBER an amount equal to no more than the following:

~~(1)~~1. The lesser amount of either (a) 75% of the total hotel occupancy taxes received by the CITY during the preceding quarter; or (b) the total hotel occupancy taxes received by the CITY during the preceding quarter minus any amounts that have been previously obligated or designated for another purpose allowed under Chapter 351, Texas Tax Code ("Obligated Revenues") until the CHAMBER has received \$250,000 in a fiscal year. Once the CHAMBER has received \$250,000, the percentage of hotel occupancy tax revenues paid to the CHAMBER shall be reduced to the amount set forth in Section 2(a)(2).

~~(2)~~2. The lesser amount of either (a) 60% of the total hotel occupancy taxes received by the CITY during the preceding quarter; or (b) the total hotel occupancy taxes received by the CITY during the preceding quarter minus the Obligated Revenues until the CHAMBER has received a total of \$500,000 in a fiscal year under Sections 2(a)(1) and (2) combined. Once the CHAMBER has received \$500,000, the percentage of hotel occupancy tax revenues paid to the CHAMBER shall be reduced to the amount set forth in Section 2(a)(3).

~~(3)~~3. The lesser amount of either (a) 50% of the total hotel occupancy taxes received by the CITY during the preceding quarter; or (b) the total hotel occupancy taxes received by the CITY during the preceding quarter minus the Obligated Revenues.

For purpose of illustration, if total hotel occupancy taxes received by the CITY equal \$100,000 for the quarter, but \$35,000 (which are the Obligated Revenues) has been previously obligated or designated for another purpose, then the lesser of the two amounts is \$65,000, i.e., $\$100,000 \times 75\% = \$75,000$ and $\$100,000$ minus $\$35,000$ is $\$65,000$. The CHAMBER would receive \$65,000 (as long as the total fiscal year payments to the CHAMBER have not exceeded \$250,000.)

However, if only \$20,000 has been previously obligated (which are the Obligated Revenues), then the CHAMBER would receive \$75,000 (as long as the total fiscal year payments to the CHAMBER have not exceeded \$250,000) because $\$100,000 \times 75\% = \$75,000$ and $\$100,000$ minus $\$20,000$ is $\$80,000$.

- (b) The CITY shall not take any action that would adversely impact the expected compensation to the CHAMBER sooner than six months from the date of the City Council action without the prior consent of the CHAMBER.

- (c) The CHAMBER shall maintain revenue provided by the City under this Agreement in a separate account established for that purpose and may not commingle that revenue with any other money.

~~(b)~~

Section 3. Audit, Accounting and Recordkeeping.

- (a) The CHAMBER shall maintain complete records and accounting of its receipt and use of hotel occupancy tax revenues received from the CITY. The CITY shall have the right to audit the CHAMBER'S records within normal business hours after giving reasonable notice to inspect.
- (b) The CHAMBER shall maintain any and all records subject to this Agreement consistent with the retention schedules in the Texas Public Information Act and the Local Government Record Act to the same degree that would apply to the CITY if it were the custodian of the same records.
- (c) The CHAMBER shall promptly provide copies to the CITY upon request of any requested records subject to this Agreement. The CITY shall separately reimburse the CHAMBER for its out-of-pocket costs to reproduce such records.
- ~~(d)~~ (d) The CHAMBER shall consult with, and receive approval from, the CITY'S Records Manager prior to destruction of any records subject to this Agreement.
- ~~(d)~~ (e) Once funding exceeds \$200,000 annually, the CHAMBER shall engage a qualified independent auditor on an annual basis to audit the CHAMBER'S financial statements and provide a copy of the final report to the CITY no later than six months after the end of the CHAMBER'S accounting year. Until said time, the CHAMBER shall engage an independent CPA to review the CHAMBER'S financial statements and provide a copy of the final report to the CITY no later than six months after the end of the CHAMBER'S accounting year.

Section 4. Reporting. The CHAMBER shall submit ~~an annual~~ a quarterly report prior ~~to April 30~~ of each calendar year that shall contain at a minimum the following:

- ~~(a)~~ (a) Report of the activities, expenditures, efforts and/or work product(s) of the CHAMBER relating to its performance of this Agreement during the CITY'S prior fiscal year beginning October 1 and ending September 30.
- ~~(a)~~ (b) Report of the activities, expenditures, efforts and/or work product(s) of the CHAMBER relating to its performance of this Agreement during the CITY'S current fiscal year beginning October 1 and ending March 31.
- ~~(b)~~ (c) Report of the activities, expenditures, efforts and/or work product(s) planned by the CHAMBER relating to its performance of this Agreement during the remainder of the CITY'S current fiscal year from April 1 and ending September 30.
- ~~(e)~~

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- (d) Written request for continued funding in the upcoming fiscal year along with proposed work plan consistent with Section 1.

Section 5. Term and termination.

- (a) The initial term of this Agreement shall be for five (5) years beginning ~~October 1, 2019~~ January 1, 2024, through ~~September 30, 2024~~ December 31, 2029. This Agreement may be renewed by mutual agreement of the parties for two successive five-year terms.

~~(a)~~

- (b) This Agreement may be terminated by either party upon six months written notice of termination ("Notice Period") unless both parties agree to an earlier termination date.

~~(b)~~

- (c) If the CITY terminates this Agreement, then the CITY agrees to pay for any allowable expenses previously incurred by the CHAMBER in performance of this Agreement as follows:

1. During the "Notice Period" the CHAMBER shall not incur any additional expenditures that have not been previously committed.

~~(1)~~

- ~~(2)~~ 2. The CHAMBER shall be compensated for up to an additional six months beyond the end of the "Notice Period" to satisfy previously committed obligations that cannot be discontinued during the "Notice Period."

- (d) The CITY reserves the right to terminate or suspend immediately this Agreement with or without notice upon evidence of fraud, malfeasance, negligence, fiduciary misconduct, or material weaknesses in internal controls as identified by an independent auditor.

Section 6. Independent Contractor. The CHAMBER is an independent contractor in the performance of any work under this Agreement, and neither the CHAMBER nor its employees, members, or volunteers shall be an employee or agent of the CITY.

Section 7. Texas Law to Apply. This Agreement shall be governed by the laws of the State of Texas. Venue shall lie and be exclusively in Williamson County.

Section 8. Notice. Notice to either party shall be as follows:

City of Leander
Attn: City Manager
105 N. Brushy Street
PO Box 319
Leander, Texas 78646

Leander Chamber of Commerce & Visitors Center
Attn: President
100 N. Brushy Street

DRAFT

PO Box 556
Leander, Texas 78646

EXECUTED as of _____, 2023.

LEANDER CHAMBER
OF COMMERCE & VISITORS CENTER

CITY OF LEANDER, TEXAS

Bridget Brandt, President/CEO

Christine DeLisle, Mayor

ATTEST:

Dara Crabtree, City Secretary

THIS AGREEMENT IS MADE BY AND BETWEEN THE CITY OF LEANDER, TEXAS (“CITY”) AND THE LEANDER CHAMBER OF COMMERCE AND VISITORS CENTER (“CHAMBER”) FOR THE EXCLUSIVE PURPOSE OF ENHANCING AND PROMOTING TOURISM AND THE CONVENTION AND HOTEL INDUSTRY AS PERMITTED BY CHAPTER 351, TEXAS TAX CODE.

WHEREAS, Chapter 351, Texas Tax Code, allows a municipality by ordinance to impose a tax on a person who pays for the use of a room that is in a hotel, costs \$2 or more each day, and is ordinarily used for sleeping; and

WHEREAS, a hotel is defined in Chapter 156, Texas Tax Code to mean a building in which members of the public obtain sleeping accommodations for consideration. The term includes a hotel, motel, tourist home, tourist house, tourist court, lodging house, inn, rooming house, or bed and breakfast; and

WHEREAS, the CITY has adopted such an ordinance; and

WHEREAS, Chapter 351, Texas Tax Code (“Chapter 351”) restricts the use of revenue from the municipal hotel occupancy tax to uses that promote tourism and the convention and hotel industry, and that are specifically identified in the statute; and

WHEREAS, the CITY and CHAMBER previously have entered into a separate and distinct agreement for purposes of economic development which is not a part of this Agreement and shall remain in effect unless specifically canceled; and

WHEREAS, the CHAMBER has been successfully engaged in the promotion of Leander and its attractions for several years, including but not limited to the Old Town Street Festival and the Leander Trail of Trains; and

WHEREAS, the CITY and the CHAMBER desire to enter into this Agreement to effectively maximize the impact of the hotel occupancy tax revenues.

NOW THEREFORE in consideration of the premises and mutual agreements contained herein, the parties agree as follows:

Section 1. Services to be Provided. Duties of CHAMBER.

The CHAMBER shall submit to the CITY a proposed annual plan of work and budget no later than April 30 of each calendar year, which if approved, or otherwise not modified by the CITY shall be performed during the twelve month period October 1 through September 30. Expenditures must be made in accordance with the budget unless approved otherwise by the CITY. The plan of work and budget shall only encompass activities and expenditures that are permitted under Chapter 351, as amended, including but not limited to:

- (a) the acquisition of sites for and the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both;
- (b) the furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants;
- (c) advertising and conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to the municipality or its vicinity;
- (d) the encouragement, promotion, improvement, and application of the arts, including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms;
- (e) historical restoration and preservation projects or activities or advertising and conducting solicitations and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums:
 - 1. at or in the immediate vicinity of convention center facilities or visitor information centers; or
 - 2. located elsewhere in the municipality or its vicinity that would be frequented by tourists and convention delegates;
- (f) expenses, including promotion expenses, directly related to a sporting event in which the majority of participants are tourists who substantially increase economic activity at hotels and motels within the municipality or its vicinity.

Section 2. Compensation. The CITY shall compensate the CHAMBER for its services on a quarterly basis in arrears as follows.

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 - 2. The lesser amount of either (a) 60% of the total hotel occupancy taxes received by the CITY during the preceding quarter; or (b) the total hotel occupancy taxes received by the CITY during the preceding quarter minus the Obligated Revenues until the CHAMBER has received a total of \$500,000 in a fiscal year under Sections 2(a)(1)

and (2) combined. Once the CHAMBER has received \$500,000, the percentage of hotel occupancy tax revenues paid to the CHAMBER shall be reduced to the amount set forth in Section 2(a)(3).

3. The lesser amount of either (a) 50% of the total hotel occupancy taxes received by the CITY during the preceding quarter; or (b) the total hotel occupancy taxes received by the CITY during the preceding quarter minus the Obligated Revenues.

For purpose of illustration, if total hotel occupancy taxes received by the CITY equal \$100,000 for the quarter, but \$35,000 (which are the Obligated Revenues) has been previously obligated or designated for another purpose, then the lesser of the two amounts is \$65,000, i.e., $\$100,000 \times 75\% = \$75,000$ and $\$100,000$ minus $\$35,000$ is $\$65,000$. The CHAMBER would receive \$65,000 (as long as the total fiscal year payments to the CHAMBER have not exceeded \$250,000.)

However, if only \$20,000 has been previously obligated (which are the Obligated Revenues), then the CHAMBER would receive \$75,000 (as long as the total fiscal year payments to the CHAMBER have not exceeded \$250,000) because $\$100,000 \times 75\% = \$75,000$ and $\$100,000$ minus $\$20,000$ is $\$80,000$.

- (b) The CITY shall not take any action that would adversely impact the expected compensation to the CHAMBER sooner than six months from the date of the City Council action without the prior consent of the CHAMBER.
- (c) The CHAMBER shall maintain revenue provided by the City under this Agreement in a separate account established for that purpose and may not commingle that revenue with any other money.

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- (e) Once funding exceeds \$200,000 annually, the CHAMBER shall engage a qualified independent auditor on an annual basis to audit the CHAMBER'S financial statements and provide a copy of the final report to the CITY no later than six months after the end of the CHAMBER'S accounting year. Until said time, the CHAMBER shall engage an independent CPA to review the CHAMBER'S financial statements and provide a copy of the final report to the CITY no later than six months after the end of the CHAMBER'S accounting year.

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- (a) Report of the activities, expenditures, efforts and/or work product(s) of the CHAMBER relating to its performance of this Agreement during the CITY'S prior fiscal year beginning October 1 and ending September 30.
- (b) Report of the activities, expenditures, efforts and/or work product(s) of the CHAMBER relating to its performance of this Agreement during the CITY'S current fiscal year beginning October 1 and ending March 31.
- (c) Report of the activities, expenditures, efforts and/or work product(s) planned by the CHAMBER relating to its performance of this Agreement during the remainder of the CITY'S current fiscal year from April 1 and ending September 30.
- (d) Written request for continued funding in the upcoming fiscal year along with proposed work plan consistent with Section 1.

Section 5. Term and termination.

- (a) The initial term of this Agreement shall be for five (5) years beginning January 1, 2024, through December 31, 2029. This Agreement may be renewed by mutual agreement of the parties for two successive five-year terms.
- (b) This Agreement may be terminated by either party upon six months written notice of termination ("Notice Period") unless both parties agree to an earlier termination date.
- (c) If the CITY terminates this Agreement, then the CITY agrees to pay for any allowable expenses previously incurred by the CHAMBER in performance of this Agreement as follows:
 - 1. During the "Notice Period" the CHAMBER shall not incur any additional expenditures that have not been previously committed.
 - 2. The CHAMBER shall be compensated for up to an additional six months beyond the end of the "Notice Period" to satisfy previously committed obligations that cannot be discontinued during the "Notice Period."

- (d) The CITY reserves the right to terminate or suspend immediately this Agreement with or without notice upon evidence of fraud, malfeasance, negligence, fiduciary misconduct, or material weaknesses in internal controls as identified by an independent auditor.

Section 6. Independent Contractor. The CHAMBER is an independent contractor in the performance of any work under this Agreement, and neither the CHAMBER nor its employees, members, or volunteers shall be an employee or agent of the CITY.

Section 7. Texas Law to Apply. This Agreement shall be governed by the laws of the State of Texas. Venue shall lie and be exclusively in Williamson County.

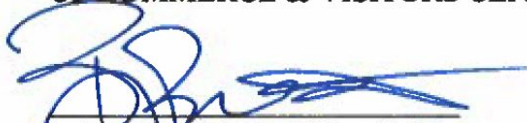
Section 8. Notice. Notice to either party shall be as follows:

City of Leander
Attn: City Manager
105 N. Brushy Street
PO Box 319
Leander, Texas 78646

Leander Chamber of Commerce & Visitors Center
Attn: President
100 N. Brushy Street
PO Box 556
Leander, Texas 78646

EXECUTED as of _____, 2023.

**LEANDER CHAMBER
OF COMMERCE & VISITORS CENTER**


Bridget Brandt, President/CEO

CITY OF LEANDER, TEXAS

Christine DeLisle, Mayor

ATTEST:

Dara Crabtree, City Secretary



EXECUTIVE SUMMARY
12/7/2023

AGENDA SUBJECT:

Approval of a Memorandum of Understanding between the City of Leander and the Leander Chamber of Commerce and Visitors Center for duties related to the operation of the annual Old Town Street Festival and Old Town Christmas Festival events; and authorizing the Interim City Manager to execute any and all necessary documents.

BACKGROUND:

The City's original Memorandum of Understanding (MOU) with the Leander Chamber of Commerce and Visitors Center (Chamber) expired on September 7, 2023. The document's primary purpose was to define the City and Chamber's partnership in hosting the annual Old Town Christmas Festival event. Following Staff discussions with the Chamber about renewing the MOU, the Chamber requested additional terms that outline the City's role in supporting the annual Old Town Street Festival event as well.

The primary term of the proposed MOU is five (5) years commencing on January 1, 2024, and ending on December 31, 2029, unless earlier terminated.

HISTORY/TIMELINE:

09.27.2018 - The City's original MOU was executed by the City Manager.

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Mike Neu, Chief of Staff

Fiscal Impact

N/A

Attachments:

1. Chamber MOU 2024 redline
2. Chamber MOU 2024

DRAFT

MEMORANDUM OF UNDERSTANDING

between the
Leander Chamber of Commerce and Visitors Center
and
City of Leander

This Memorandum of Understanding (“MOU”) is made and entered into by and between the Leander Chamber of Commerce and Visitors Center, a nonprofit community-based group (hereinafter referred to as ~~the~~ “Chamber”), and City of Leander, a municipal corporation located in Leander, Texas, (hereinafter referred to as ~~the~~ “City”).

WHEREAS:

1. The CITY, by and through its City Council, has deemed it in the best interest and the good will for the citizens of Leander to host the annual Old Town Street Festival and the Old Town Christmas Festival in a Christmas Festival community events during the summer and winter and summer seasons (the “Festivals”); and
2. The CHAMBER has interest in the welfare of the community, attracting visitors, and providing for business growth and understands and agrees in the benefits of the a-Festivals; and
3. The CITY has need for assistance in coordination and implementation of the the-Festivals; and
4. The CHAMBER desires to assist the CITY with the the-Festivals but also desires to allow the CITY to retain the responsibility and final authority of the the-Festivals.

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

1. The CHAMBER and CITY shall, ~~no later than the second Monday in July of each year,~~ reach an agreed schedule establishing deadlines for planning meetings and defining the roles for each party, ~~with a final plan ready for review no later than the last week of September prior to the Festival involving CITY and CHAMBER participation~~ so it may be submitted for approval to City Council ~~the last meeting in October~~ at least 30 days in advance of the Festival date. If the parties are unable to reach agreement on scheduling, the CITY shall set the schedule for the planning meetings, define the roles and establish the dates for submission to the CITY for approval.
2. The CHAMBER agrees to collect all funds associated with the the-Festival event booths and hold the funds in a special account that can only be used for the Festivals. Discussion on the use of the funds will be a joint decision between the CITY and the CHAMBER and be directed toward the Festival ~~enhancements of the Festival~~.
3. ~~THE~~ The CITY and CHAMBER understand and agree that the the-Festivals ~~is a~~ are CITY public events which will be undertaken provided CITY’s resources are available to support the Festivals, including but not limited to, staffing, equipment and budgeted funds ~~are available~~, and the Festivals ~~is are~~ done in accordance with this MOU.

DRAFT

4. Resources requested for ~~the~~each Festival must be submitted, along with a special event permit, and an approved Event Action Plan ("Plan"), ~~all~~ in accordance with the Special Event ordinance and any other ordinances that may be required thereto, to the CITY thirty (30) days prior to ~~the~~each Festival. No changes or substitutions can be made to this Plan after approval without written approval of the proper CITY official authorized to review the change.
5. In exchange for CITY resources provided to each Festival, the CHAMBER will recognize the CITY as a partner and a founding sponsor of the Old Town Street Festival in event promotions at no cost to the CITY.
- 4.6. If a Festival is fully funded by the CHAMBER using hotel occupancy tax revenues, the CITY's cost for provision of ~~public safety~~ City resources in support of the Festival will be reimbursed by the CHAMBER.
- 5.7. Terms of this MOU are governed by the laws of the state of Texas and the venue lies in Williamson County, Texas. This is the entire agreement and there is no other agreement.
- 6.8. This MOU is for the term of five (5) years from beginning January 1, 2024 (the "Effective Date") the date signed by the parties and ending December 31, 2029, unless terminated earlier. The MOU may be renewed for an additional ~~five year term~~ five (5) years upon agreement of the parties.
- 7.9. This MOU may be terminated by either party upon thirty (30) days' written notice.
- 8.10. This MOU may be revised or modified at any time by mutual written agreement of the parties hereto.

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

City of Leander, Texas
(City)

**Leander Chamber of Commerce
and Visitors Center** (Chamber)

By: _____
~~Kent Cagle~~ Isaac D. Turner, Interim City Manager
Bridget Brandt, President

By: _____

Date: _____

Date: _____

DRAFT

Attest:

Attest:

Dara Crabtree, City Secretary

Witness

Date: _____

Date: _____

MEMORANDUM OF UNDERSTANDING
between the
Leander Chamber of Commerce and Visitors Center
and
City of Leander

This Memorandum of Understanding (“MOU”) is made and entered into by and between the Leander Chamber of Commerce and Visitors Center, a nonprofit community-based group (hereinafter referred to as “Chamber”), and City of Leander, a municipal corporation located in Leander, Texas, (hereinafter referred to as “City”).

WHEREAS:

1. The CITY, by and through its City Council, has deemed it in the best interest and the good will for the citizens of Leander to host the annual Old Town Street Festival and the Old Town Christmas Festival in the summer and winter seasons (the “Festivals”); and
2. The CHAMBER has interest in the welfare of the community, attracting visitors, and providing for business growth and understands and agrees in the benefits of the Festivals; and
3. The CITY has need for assistance in coordination and implementation of the Festivals; and
4. The CHAMBER desires to assist the CITY with the Festivals but also desires to allow the CITY to retain the responsibility and final authority of the Festivals.

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

1. The CHAMBER and CITY shall reach an agreed schedule establishing deadlines for planning meetings and defining the roles for each party prior to the Festival involving CITY and CHAMBER participation so it may be submitted for approval to City Council at least 30 days in advance of the Festival date. If the parties are unable to reach agreement on scheduling, the CITY shall set the schedule for the planning meetings, define the roles and establish the dates for submission to the CITY for approval.
2. The CHAMBER agrees to collect all funds associated with the Festival event booths and hold the funds in a special account that can only be used for the Festivals. Discussion on the use of the funds will be a joint decision between the CITY and the CHAMBER and be directed toward the Festival enhancements.
3. The CITY and CHAMBER understand and agree that the Festivals are public events which will be undertaken provided CITY resources are available to support the Festivals, including but not limited to, staffing, equipment and budgeted funds, and the Festivals are done in accordance with this MOU.
4. Resources requested for each Festival must be submitted, along with a special event permit, and an approved Event Action Plan (“Plan”), in accordance with the Special Event ordinance and any other ordinances that may be required thereto, to the CITY thirty (30) days prior to each Festival. No changes or substitutions can be made to this Plan after approval without written approval of the proper CITY official authorized to review the change.

5. In exchange for CITY resources provided to each Festival, the CHAMBER will recognize the CITY as a partner and founding sponsor of the Old Town Street Festival in event promotions at no cost to the CITY.
6. If a Festival is fully funded by the CHAMBER using hotel occupancy tax revenues, the CITY's cost for provision of City resources in support of the Festival will be reimbursed by the CHAMBER.
7. Terms of this MOU are governed by the laws of the state of Texas and the venue lies in Williamson County, Texas. This is the entire agreement and there is no other agreement.
8. This MOU is for the term of five (5) years beginning January 1, 2024 (the "Effective Date") and ending December 31, 2029, unless terminated earlier. The MOU may be renewed for an additional five (5) years upon agreement of the parties.
9. This MOU may be terminated by either party upon thirty (30) days' written notice.
10. This MOU may be revised or modified at any time by mutual written agreement of the parties hereto.

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

City of Leander, Texas
(City)

By: _____
Isaac D. Turner, Interim City Manager

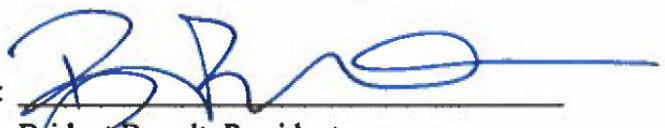
Date: _____

Attest:

Dara Crabtree, City Secretary

Date: _____

**Leander Chamber of Commerce
and Visitors Center (Chamber)**

By: 
Bridget Brandt, President

Date: 11/28/23

Attest:



Witness

Date: 11/28/23



EXECUTIVE SUMMARY
12/7/2023

AGENDA SUBJECT:

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

BACKGROUND:

This request is the final step in the zoning process. The Planning & Zoning Commission recommended denial of this request during the September 28, 2023 meeting. The applicant postponed the second public hearing scheduled for the October 19, 2023 City Council meeting. This meeting will be rescheduled to November 16, 2023. Staff sent out an updated notice to the neighboring properties and posted new signs.

HISTORY/TIMELINE:

09/22/2005 – Transit Oriented Development District Established
09/28/2023 – Planning & Zoning Commission, 1st Public Hearing
10/19/2023 – City Council, Postponed by applicant
11/16/2023 – City Council, 2nd Public Hearing & 1st Reading of the Ordinance

APPLICANT/AGENT:

Drenner Group, PC (Leah Bojo) on behalf of House Cross & Associates (Lou Ann Cross, Charles House Jr. and Franklin House, Bonnie House)

RECOMMENDATION:

The City Council approved this request with a 5 to 1 vote (Councilmember McDonald opposing) during the November 16, 2023 meeting with the following conditions:

1. The property shall be double plumbed to incorporate a purple pipe/reclaimed water system that will eventually be connected to the City's system.
2. An irrigation study shall be provided to help reduce the water usage.
3. Turf grass shall be reduced to twenty-five (25%) percent of the landscape area.
4. No permanent residential water meter shall be requested or installed until after January 1, 2026.

PRESENTER:

Fiscal Impact

N/A

Attachments:

1. Z-22-0024 Att 1 Planning Analysis
2. Z-22-0024 Att 2 Current Zoning - House Tract PUD
3. Z-22-0024 Att 3 FLU Map - House Tract PUD
4. Z-22-0024 Att 4 Notification Map - House Tract PUD
5. Z-22-0024 Att 5 Proposed Zoning - House Tract PUD
6. Z-22-0024 Att 6 Aerial - House Tract PUD
7. Z-22-0024 Att 7 PUD Notes Redline
8. Z-22-0024 Att 8 Letter of Intent - House Tract FINAL
9. Z-22-0024 Att 9 Neighborhood Outreach
10. Z-22-0024 Att 10 Ordinance House Tract
11. Z-22-0024 Att 11 P & Z Minutes
12. 22-DA-030 Att 12 House Tract Development Agreement Redline



PLANNING ANALYSIS

ZONING CASE Z-22-0024 HOUSE TRACT PUD

GENERAL INFORMATION

Owner/Agent:	Drenner Group, PC (Leah Bojo) on behalf of House Cross & Associates (Lou Ann Cross, Charles House Jr., and Franklin House, Bonnie House).
Current Zoning:	PUD/TOD (Planned Unit Development, Transit Oriented Development District) OS (Open Space Sector) CD (Conventional Development Sector) S1 (General Sector) S2 (Station Sector)
Proposed Zoning:	House Tract Mixed Use PUD (Planned Unit Development) with the base zoning of SFT-2-A (Single-Family Townhouse) CH-2-A (Cottage Housing) LC-2-B (Local Commercial)
Size and Location:	The property is located 1,000 feet to the east of the intersection of Main Street and Hero Way on the southside of Hero Way, including approximately 43.07 acres.
Staff Contact:	Michael Chenausky, AICP, Senior Planner

APPLICANT REQUEST

The applicant has submitted a request to change the designated zoning district of their property in order to develop the property with commercial and residential uses.

STAFF CONCLUSIONS

Y N

- ☒ ☐ Does the proposal comply with the intent statements of the Composite Zoning Ordinance? *see page 3*
- ☒ ☐ Does the proposal comply with the goal statements of the Comprehensive Plan? *see page 4*
- ☒ ☐ Does the proposal warrant any other special considerations? *see below*

SPECIAL CONSIDERATIONS

City Council approved a Water Resolution No. 22-031-00 which prioritizes 0% residential within the Urban Mixed Use land use category of the Future Land Use Map and prioritizes low density residential such as SFR (Single-Family Rural), SFE (Single-Family Estate) and SFS (Single-Family Suburban) for new residential zoning requests. City Council has also approved ordinance 20-014-00 which allows properties located within the Transit Oriented Development District to request zoning from the Smart Code or the Composite Zoning Ordinance. The application for Composite Zoning shall include the proposed use component, site component and architectural component.

This property has several challenges including a substantial floodplain that divides the property. The applicant started the process with a proposal that included 100% residential units for a total of 344 units. The applicant has worked with staff to reduce the total number of units to 201 units (8 units per acre) and incorporate commercial uses on the southern side of the project. This proposal does not meet all of the conditions of the resolution, but the applicant has worked to reduce the density and provide a development that compliments the floodplain as well as provides for commercial uses.

SITE INFORMATION:**ABUTTING ZONING AND LAND USE:**

	ZONING	LAND USE
NORTH	T5, T4, Civic, Home Depot PUD-GC (General Commercial)	Townhouse, undeveloped commercial and public trails.
EAST	CD (Conventional Development)	PEC Substation, Church, Outdoor storage.
SOUTH	CD (Conventional Development) Horizon Lake PUD-SFL, LC (Single-Family Limited) (Local Commercial)	Heavy commercial, Horizon Lake Subdivision and undeveloped commercial.
WEST	T5, T4	Multi-Family and undeveloped

SURROUNDING AREA:

This property is located south of Hero Way and north of RM 2243 east of Main Street. Properties to the north include existing townhomes and future commercial development. Properties to the west include existing multi-family and future commercial and townhouse development. The Horizon Lake subdivision is to the south west and the future Leander Springs project is to the south east. Directly east of the subject area is existing PEC substation along with a church and outdoor RV and Boat storage.

PHYSICAL AND NATURAL FEATURES:

Brushy creek runs through this property and divides it into three parts. The creek area contains significant tree cover as well a significant floodplain boundary.

PROPERTY HISTORY:

07/21/1999 – The portion of the property along RM 2243 was annexed into the City.

11/06/2002 – The portion of the property along Hero Way was annexed into the City.

12/20/2006 – The remaining portion of the property was annexed into the City.

PREVIOUS ZONING CASES:

The following zone cases were previously submitted for this property:

- 05-Z-007 establishing the Planned Unit Development/Transit Oriented Development District was approved 09/22/2005.

MAJOR CORRIDORS:

This property has access onto Hero Way and RM 2243.

TRANSPORTATION PLAN REQUIREMENTS:

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

STREET	CLASSIFICATION	LAND USE CONTEXT	DESIGN ELEMENTS
Hero Way	Arterial	Commercial corridor	100' ROW 6 Lanes, 10' sidewalk
RM 2243	Arterial	Commercial corridor	100' ROW 4 Lanes, 10' sidewalk

SUBDIVISIONS:

- No prior subdivision cases.

EXISTING UTILITIES:

This property has access to water and wastewater utilities.

CURRENT LAND USES:

This property is currently undeveloped.

PROPOSED ZONING DISTRICT:**USE COMPONENT****SFT – SINGLE FAMILY TOWNHOUSE:**

Features: 2,000 sq. ft. lot min; 700 sq. ft. living area min.

Intent: Development of single-family attached dwellings on very small sized lots and for other uses that are compatible and complimentary to attached residential development. A variety of lot sizes shall be provided within one half mile of major intersections such as arterials or collectors and along residential collectors. The higher density residential shall be located closest to major intersections such as arterials or collectors and transition to lower density uses further away from the major intersections. This component provides for higher density lots and serves as a transition between moderate size lots and higher density areas. This component is generally intended as follows:

- (1) To provide an orderly transition and serve as a buffer between larger lot neighborhoods and more intensive uses such as multi-family or commercial uses or arterial roadways.
- (2) To create more variety in housing opportunities and in the fabric of the neighborhoods.
- (3) To include or be located within six hundred feet of parkland or other recreational open space.
- (4) To be located in planned communities of greater than 100 acres and comprising less than ten percent (10%) of the lots, or to provide infill opportunities in appropriate areas of the City such as in areas under transition.
- (5) Lots may provide access to garages from a rear alley.

CH – COTTAGE HOUSING

Features: Three or more detached single-family dwellings per lot

Intent: The Cottage Housing use component provides for the development of multiple single-family detached dwellings on one lot and for other compatible and complimentary uses. The purpose of this component is to provide regulations to maintain and protect the City's single-family residences and neighborhoods in areas where it is appropriate to have cottage style development. This use component provides for greater flexibility in designing and placing structures while preserving open space, trees, and shared common areas. A variety of lot sizes shall be provided within one half mile of major intersections such as arterials or collectors and along residential collectors. The higher density residential shall be located closest to major intersections such as arterials or collectors and transition to lower density uses further away from the major intersections. This component provides for higher density lots and serves as a transition between moderate size lots and higher density areas. This component is generally intended as follows:

- (1) To provide an orderly transition to and create a buffer between larger lot neighborhoods and more intensive uses such as multi-family or commercial uses or arterial roadways.
- (2) To create more variety in housing opportunities in the fabric of neighborhoods.
- (3) To include or be located within six hundred (600') feet of shared amenity space. Shared amenity space may include parkland, recreational improvements, amenity centers, or other similar uses.

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**

- Guide future growth and development following the comprehensive plan to achieve a more balanced, diverse economy.

Applicable Future Land Use categories**GREENWAYS**

- The Greenways future development category contains active and passive parkland, trails, and open spaces that have been designated for public use. Greenways are linear parks that serve multiple purposes, including connecting the community and managing stormwater impacts. These spaces are also critical to providing green spaces amidst urban development, for the outdoor enjoyment of residents and workers while connecting public (and private) parks and amenities.

A Leander Greenways network is a framework for a regional destination for people looking for trail activities, a cycling loop system, and active transportation routes to employment centers. From a community perspective, greenways are opportunities for placemaking, including art, historical elements, civic spaces, and wildlife viewing.

Development adjacent to the greenway system should primarily be oriented towards the green space, with buildings fronting public paths, parkway streets providing access, and a public relationship between the greenway corridor and adjacent private development. Trail connections should be made frequently to adjacent developments to provide access.

URBAN MIXED-USE

- The Urban Mixed-Use future development category contains the areas directly adjacent to Leander Central and Old Town and is envisioned to provide a transition from those higher density/intensity uses to the traditional residential developments nearby. These areas are supportive to the transit-oriented environment of the Central area and will be connected to the Central developments through streets, trails and greenways.

Residential uses include small-lot single family, townhouse, low-density multi-family, and urban lofts. Commercial development can be a mix of urban and local retail and office, restaurants and entertainment, hotels, civic, and related uses.

These areas are envisioned to be developed with a semi-urban character, with some areas developing under the form-based code and others through traditional zoning. Typically, buildings are more street-oriented, with build-to lines, on-street parking or periphery parking, pedestrian and bicycle facilities, and short blocks with high street connectivity.

Desired Mix: 40-100% Residential, 0-60% Non-Residential

INTERGOVERNMENTAL/INTERDEPARTMENTAL REVIEW:

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

SCHEDULE:**DEVELOPMENT MEETING**

A development meeting was held with Staff on 06/07/2021. The following changes were made to the project since the development meeting was held:

- Reduced maximum unit count from 344 to 201 or 8 units per acre.
- Added a commercial component along RM 2243

The following ordinance changes occurred following the development meeting which may have impacted this project.

- Resolution No. 22-031-00 was approved 10/20/2022 which prioritizes 0% residential within the Urban Mixed Use land use category of the Future Land Use Map and prioritizes low density residential such as SFR (Single-Family Rural), SFE (Single-Family Estate) and SFS (Single-Family Suburban).

NOTIFICATION

09/07/2023 - Public Notice on Hill Country News
 09/13/2023 - Mail Notification to Property Owners within 200'
 09/13/2023 - Public Hearing Signage Posted on Property
 09/28/2023 - Planning and Zoning Commission Public Hearing
 10/19/2023 - City Council Public Hearing & First Reading of the Ordinance ***POSTPONED by Applicant***
 11/16/2023 - City Council Public Hearing & First Reading of the Ordinance
 12/07/2023 - City Council Second 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 neighborhood outreach letter was delivered to property owners within 500 ft. of the subject area. Please see attachment 9 for more detail. Below is a list of comments/concerns that were discussed during the meeting:

- No Issues at this time.

The following changes were made to address issues discussed.

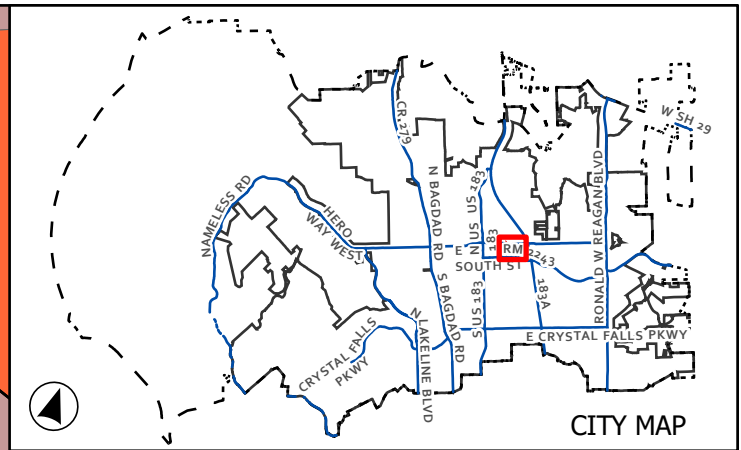
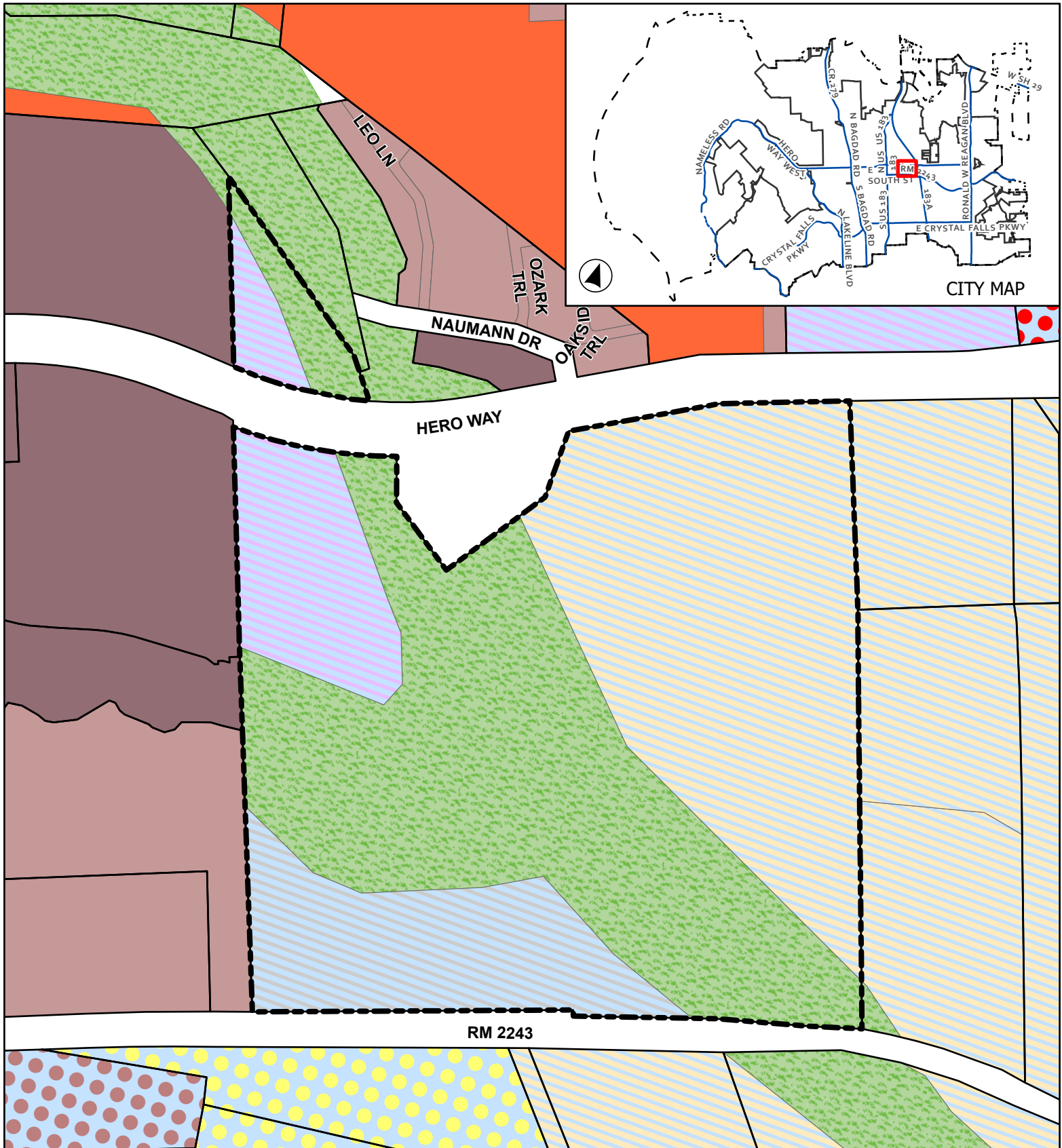
- No Changes

APPROVAL CRITERIA:

This zoning request is compatible with the Comprehensive Plan Future Land Use Map, and surrounding adjacent land uses. However, the proposal does not comply with the current Water Resolution in effect which prioritizes reduced density and larger residential lot sizes.

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

HIGHER STANDARDS	WAIVERS
Type A – Architectural Component	Section 7 (a) of Article VIII shall be modified to allow all residential roofs a minimum pitch of 2:12 and a maximum of 6:12. The purpose of this modification is to allow for increased variation of slopes and for elevated design of residential elevations, and utilization of such shall vary based on site location and orientation.
	Building Height to 38'
	Reduced lot sizes from what is acceptable with the Water Resolution.



CASE: Z-22-0024 ATTACHMENT 2 HOUSE TRACT PUD

Current Zoning

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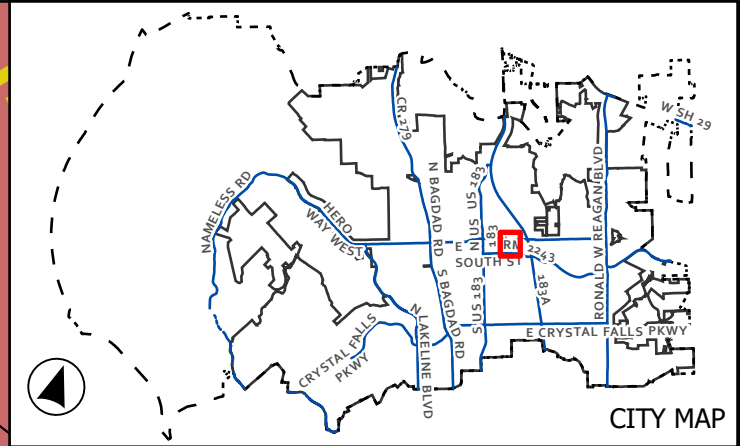
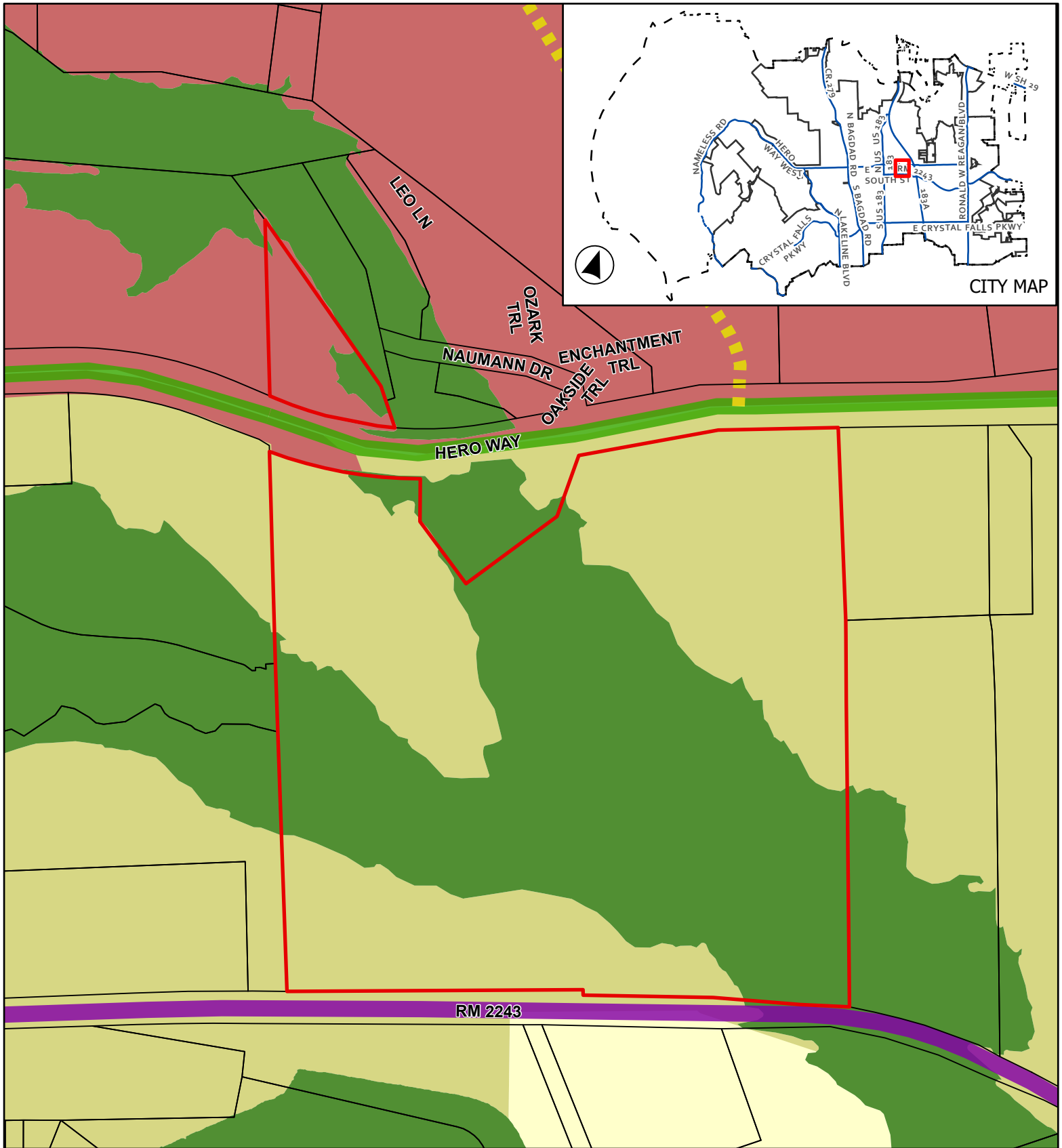
- Leander City Limits
- PUD - Single-Family
- PUD - Local Commercial
- PUD - General Commercial
- OS - Open Space

- CD - Conventional Sector
- S1 - General Sector
- S2 - Station Sector
- Civic Building
- T4 - Genral Urban

- T5 - Urban Center
- Subject Boundary
- Extra-Territorial Jurisdiction

0 105 210 Feet

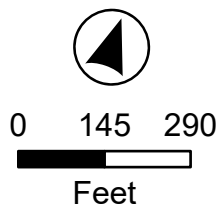
Page 252 of 290



CASE: Z-22-0024 ATTACHMENT 3 HOUSE TRACT PUD

Future Land Use Map

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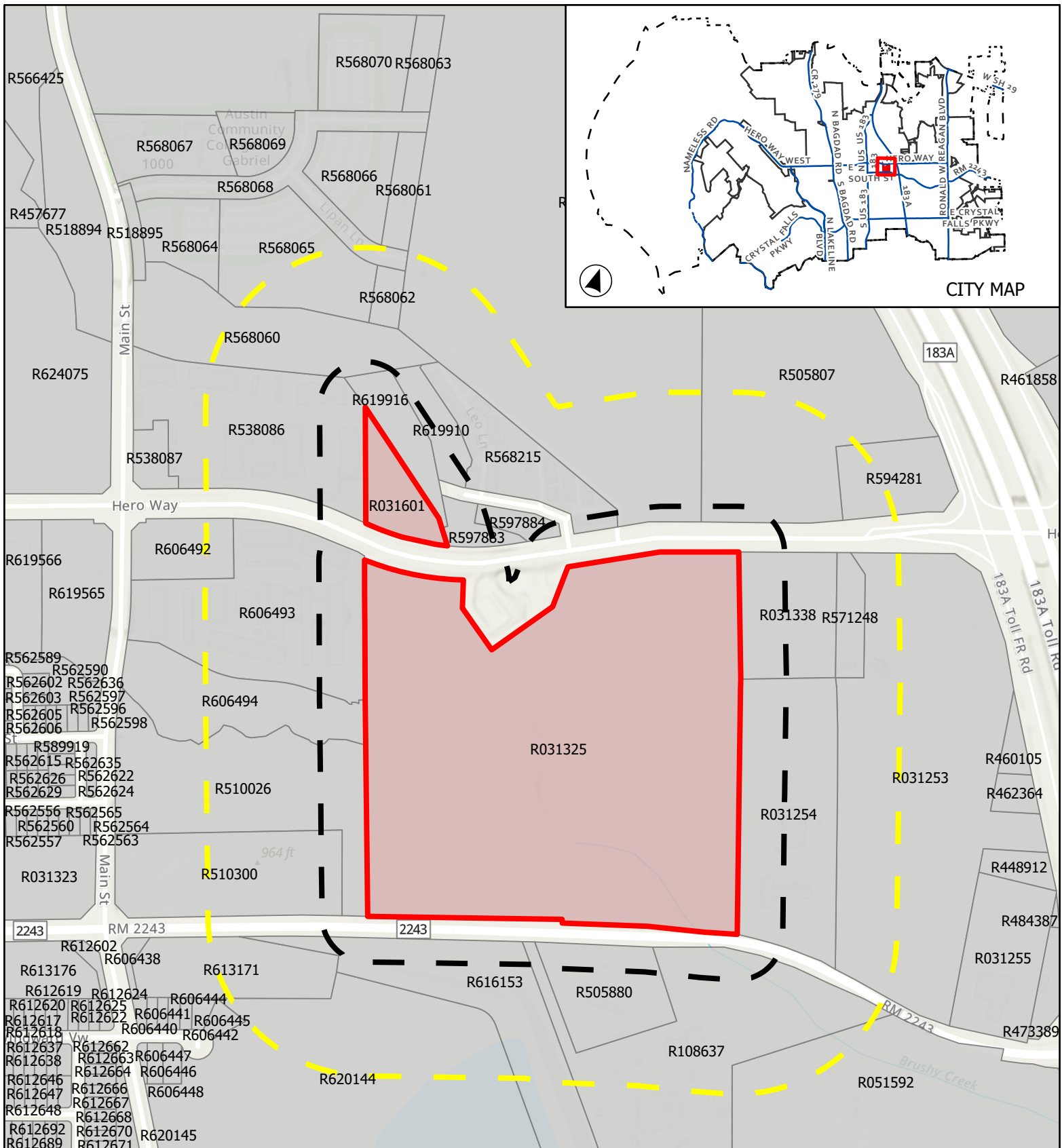
- Leander City Limits
- ETJ Boundary
- Subject Boundary

Thoroughfare Plan

- Arterial 6 Lane, Existing
- Arterial 4 Lane, Existing

Future Land Use

- Neighborhood Residential
- Urban Mixed Use
- Leander Central
- Greenway



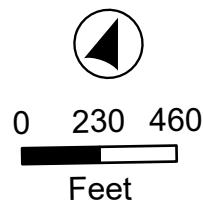
CASE: Z-22-0024

ATTACHMENT 4

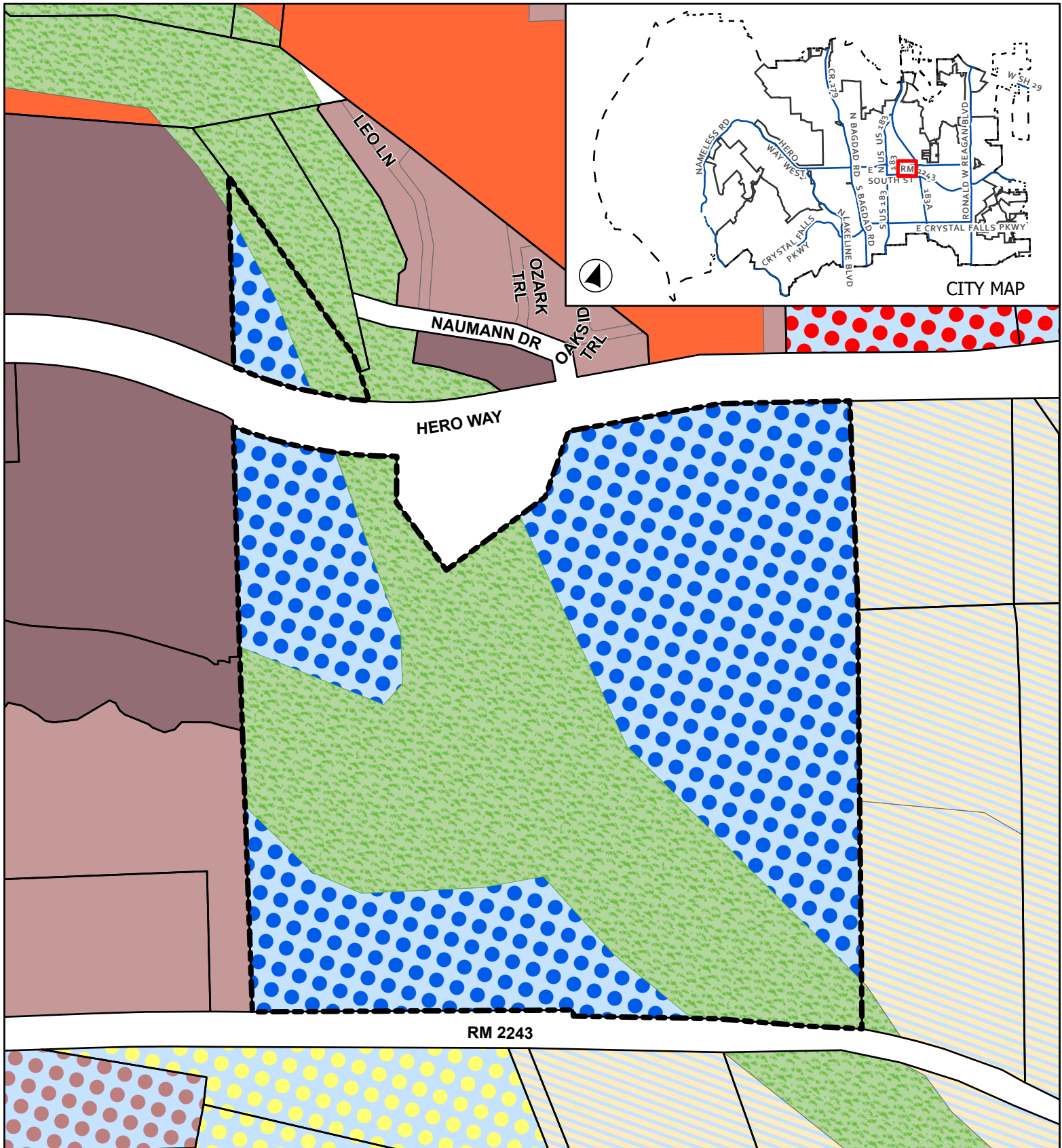
HOUSE TRACT PUD

Public Notification

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



CASE: Z-22-0024 ATTACHMENT 5 HOUSE TRACT PUD

Proposed Zoning

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- Leander City Limits
- Subject Boundary
- Extra-Territorial Jurisdiction
- PUD - Single-Family

- PUD - Mixed Use
- PUD - Local Commercial
- PUD - General Commercial
- OS - Open Space

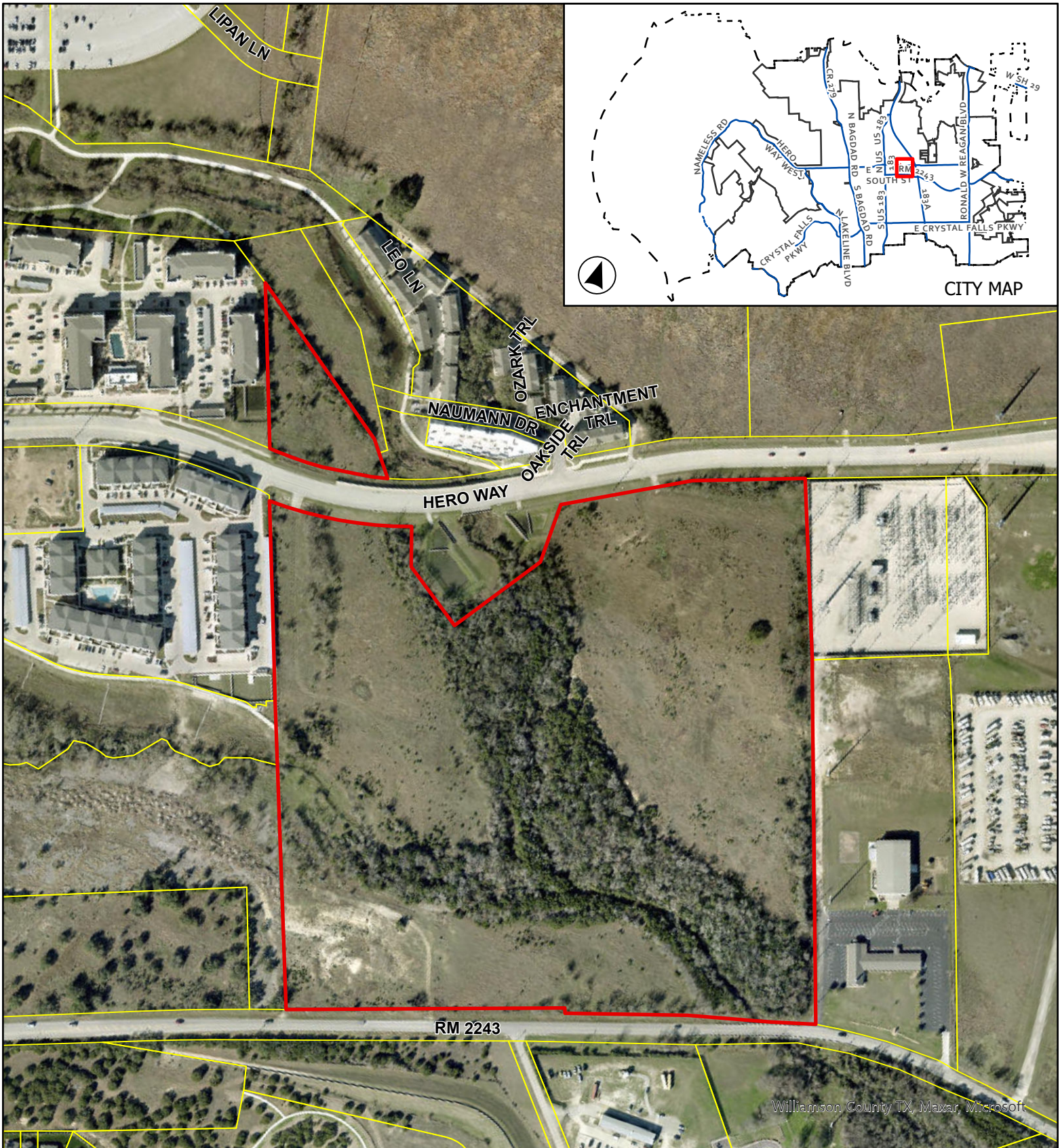
- CD - Conventional Sector
- Civic Building
- T4 - General Urban
- T5 - Urban Center



0 105 210



Feet



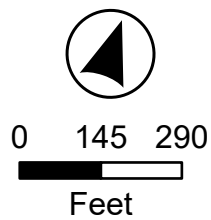
CASE: Z-22-0024

ATTACHMENT 6

HOUSE TRACT PUD

Aerial Map

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- Leander City Limits
- Subject Boundary

EXHIBIT A
House Tract Mixed Use
Planned Unit Development

A. Purpose and Intent

1. The House Tract Mixed Use Planned Unit Development (the “PUD”) is composed of approximately 43.0658 acres partially out of the Talbot Chambers Survey, Abstract No. 125, partially out of the Elijah D. Harmon Survey, Abstract No. 125, and partially out of the Elijah D. Harmon Survey, Abstract No. 6, both in Williamson County, Texas, as described in **Exhibit B**, and is located in the City of Leander (the “City”), Williamson County, Texas. The PUD is a single-phase, horizontal mixed-use residential and commercial development with the City of Leander Comprehensive Plan designations of Urban Mixed Use and Greenway. The PUD is a portion of the larger Urban Mixed Use and Greenway designations, located between an Activity Center to the west, an Employment Center to the east, and directly south of Leander Central Future Land Use designations. This PUD provides medium-density housing in the form of Single-Family Townhouse, Cottage Housing, Local Commercial and Public Recreational uses that serve as appropriate transition uses from the more intensive multifamily use to the north and the commercial uses to the east closer to US-183A, and the single-family dwellings to the south. By providing a mixture of commercial and residential uses, the PUD shall be compliant with the Comprehensive Plan’s Urban Mixed-Use appropriate use table. The PUD shall seek to implement the Comprehensive Plan’s intent, character or recommendations for the Urban Mixed-Use area in the form of providing connectivity to the station and central areas through preserving open space and providing trails for public use, pedestrian protection in the form of street trees, sidewalks and on-street parking, and job and tax revenue creation through neighborhood supportive commercial uses.

B. Applicability and Base Zoning

1. All aspects regarding the development of this PUD shall comply with the Composite Zoning Ordinance, and other applicable provisions in the City’s Code of Ordinances, except as established in this exhibit, titled **Exhibit A**.
2. For the purpose of establishing development standards for the PUD, the following base zoning district(s) has been selected from the Composite Zoning Ordinance:
 - a. SFT-2-A (Single-Family Townhouse);
 - b. CH-2-A (Cottage Housing); and
 - c. LC-2-B (Local Commercial)
3. In the case that this **Exhibit A** does not address a specific City requirement, the Leander Composite Zoning Ordinance shall apply. Should there be a conflict between the PUD Notes and the Composite Zoning Ordinance, the PUD Notes shall control.

C. Conceptual Site Layout & Land Use Plan

1. A Conceptual Site Layout and Land Use Plan has been attached to this PUD, **Exhibit C**, to illustrate the design intent and land use locations for the property. The Conceptual Site

Layout and Land Use Plan is intended to serve as a guide to illustrate the general community vision and design concepts and is not intended to serve as a final document.

D. Allowed/Prohibited Uses and Density

- 1) The allowable uses shall include multiple attached single-family townhouses on a single lot, cottage housing, and local commercial in compliance with the proposed base zoning districts in locations identified on **Exhibit C**.
- 2) The maximum unit count is 201 units, or 8 dwelling units per acre.

E. Development Standards

1. The following setbacks shall apply for the SFT-2-A zoning district.

TOWNHOME BUILDING SETBACKS (Applies to grouping of connected units)	
	SETBACKS
Building Side Setback – from Alley <i>(minimum from Streets/PUE/Access Easement)</i>	8 ft. Min.*
Building Rear Alley Setback <i>(minimum from Streets/PUE/Access Easement)</i>	8 ft. Min.*/ 20 ft. Max *
Building Side Street Setback <i>(minimum from Streets/PUE/Access Easement)</i>	10 ft. Min. *
Building Front Setback <i>(minimum from Streets/PUE/Access Easement)</i>	10 ft. Min. * 15 ft. Max. *
Building Side Separation <i>(minimum from building face to building face)</i>	15 ft. Min.*
Building Height	38 ft. Max

* Eaves, bay windows and other minor architectural features may encroach up to 3'

2. LC-2-A and CH-2-A development shall comply with the Composite Zoning Ordinance.

F. Parkland and Trails

1. This PUD provides approximately 17.76 acres of public parkland with the dedication of the area illustrated in **Exhibit C**. This dedication is identified as the Brushy Creek Main Branch Trail in the City of Leander's Leander Parks, Public Spaces, and Recreation Comprehensive Plan. The dedication of the area within the PUD for use of parkland and the construction of trails and other recreational uses shall comply with the intent identified in the Leander Parks, Public Spaces, and Recreation Comprehensive Plan. All residential and commercial blocks within the PUD will have access to the public trail system.

G. Architectural Standards

1. Section 7 (a) of Article VIII shall be modified to allow all residential roofs a minimum pitch of 2:12 and a maximum of 6:12. The purpose of this modification is to allow for

increased variation of slopes and for elevated design of residential elevations, and utilization of such shall vary based on site location and orientation.

H. Transportation and Parking

- 1) All streets shall be dedicated as public streets and alleys shall be private.
- 2) Geometrical designs and typical street sections will be finalized during subdivision review.
- 3) No streets or alleys shall be gated within the PUD.
- 4) Guest parking for residential units will be calculated as one space per unit for 10% of the total unit count and satisfied through dedicated on-street parking, within Blocks A and B of **Exhibit C**.

I. Landscaping & Irrigation

- 1) An irrigation study shall be provided with the submittal of the site development plans to help reduce water usage associated with landscaping.
- 2) Turf grass shall be limited to twenty-five (25%) percent of the landscape area.
- 3) The development shall install a separate purple pipe / reclaimed water system to serve the landscape areas and will eventually be connected to the city reclaimed water system. This system shall be privately owned and maintained. In the interim, the landscape area may be served by potable water through a separate waterline.

Exhibits

- Exhibit A – PUD Notes
- Exhibit B – Field Notes
- Exhibit C – Conceptual Site Layout and Land Use Plan

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 43.0658 ACRES (1,875,947 SQUARE FEET) PARTIALLY OUT OF THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125, AND PARTIALLY OUT OF THE ELIJAH D. HARMON SURVEY, ABSTRACT NO. 6, BOTH IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 23.402 ACRE TRACT (DESCRIBED AS “TRACT 1”) AND A PORTION OF A CALLED 23.402 ACRE TRACT (DESCRIBED AS “TRACT 2”), A REMAINING 33-1/3% INTEREST OF WHICH WAS CONVEYED TO FRANKLIN R. AND BONNIE R. HOUSE IN VOLUME 1263, PAGE 251 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS (O.R.W.C.T.), A 50% INTEREST OF WHICH WAS CONVEYED TO HOUSE MEDICAL CENTER CONVALESCENT HOME, INC., RECORDED IN VOLUME 1726, PAGE 941 (O.R.W.C.T.), AND A 16-2/3% INTEREST OF WHICH WAS CONVEYED TO HOUSE-CROSS AND ASSOCIATES, RECORDED IN VOLUME 1726, PAGE 947 (O.R.W.C.T.), SAID 43.0658 ACRES BEING MORE PARTICULARLY DESCRIBED IN TWO PARTS AS FOLLOWS:



PO Box 90876
Austin, TX 78709
512.554.3371
jward@4wardls.com
www.4wardls.com

Tract 1 – 41.2785 Acres (1,798,091 Square Feet)

BEGINNING, at a 1/2-inch iron rod with “Sam Inc.” cap found in the south right-of-way line of Hero Way (AKA CR 269, right-of-way width varies), for the northeast corner of said Tract 1, being an angle point in the south line of a called 3.7113 acre tract (described as Parcel 5A) conveyed to Williamson County, Texas for right-of-way purposes in Document No. 2009071322 of the Official Public Records of Williamson County, Texas (O.P.R.W.C.T.), also being the northwest corner of a called 4 Acre tract conveyed to Pedernales Electric Cooperative, Inc. in Volume 577, Page 493 of the Deed Records of Williamson County, Texas (D.R.W.C.T.), for the northeast corner and **POINT OF BEGINNING** hereof, from which a 1/2-inch iron rod found in the south right-of-way line of said Hero Way, for an angle point in the south line of said Parcel 5A, for the northeast corner of said 4 acre tract, and being the northwest corner of a called 1.1 acre tract conveyed to Pedernales Electric Cooperative, Inc. in Document No. 2018019571 (O.P.R.W.C.T.), bears, N69°18’20”E, a distance of 371.49 feet;

THENCE, leaving the south right-of-way line of said Hero Way, with the east line of said Tract 1, in part with the west line of said 4 acre tract, in part with the west line of the remainder of a called 76.02 acre tract conveyed to Fab-Con Products, Inc. in Volume 527, Page 319 (D.R.W.C.T.), in part with the west line of a called 1.532 acre tract conveyed to First Baptist Church in Volume 901, Page 13 (D.R.W.C.T.), and in part with a called 5.00 acre tract conveyed to First Baptist Church in Volume 668, Page 115 (D.R.W.C.T.), **S20°27’59”E**, a distance of **1,419.57** feet to a 1/2-inch iron rod found for the southeast corner hereof, said point being in the north right-of-way line of RM 2243 (80’ right-of-way width), being the southeast corner of said Tract 1, and being the southwest corner of said 5.00 acre First Baptist Church tract, from which a 5/8-inch iron rod found in the north right-of-way line of said RM 2243, for the southeast corner of said 5.00 acre First Baptist Church tract, and for an angle point in the south line of said Fab-Con tract, bears, along a curve to the right, whose radius is 995.37 feet, whose arc length is 401.05 feet, and whose chord bears, **S86°43’53”W**, a distance of 398.34 feet;

THENCE, with the north right-of-way line of said RM 2243 and the south line of said Tract 1 the following two (2) courses and distances:

1. Along a curve to the left, whose radius is **997.55** feet, whose arc length is **79.92** feet, and whose chord bears **S73°02'18"W**, a distance of **79.90** feet, to a calculated point for a point of tangency hereof, and
2. **S70°41'17"W**, a distance of **625.75** feet to a 1/2-inch iron rod found for an angle point hereof, said point being the common south corner of said Tract 1 and said Tract 2;

THENCE, with the north right-of-way line of said RM 2243 and the south line of said Tract 2, **S70°46'03"W**, a distance of **676.58** feet to a 1/2-inch iron rod found for the southwest corner hereof, said point being the southwest corner of said Tract 2, and being the southeast corner of the remainder of a called 94.24 acre tract (described as "Tract No. 3") conveyed to Transit Village Investments, Ltd. in Document No. 2006112794 (O.P.R.W.C.T.), from which a TxDot Type 1 monument found in the north right-of-way line of said RM 2243, being in the south line of said Transit Village Investments remainder tract, bears, **S70°02'15"W**, a distance of 87.01 feet;

THENCE, leaving the north right-of-way line of said RM 2243, with the west line of said Tract 2, in part with the east line of said Transit Village Investments remainder tract, and in part with the east lines of Lot 2 and Lot 3, of Block A of Alta Leander Station, a subdivision recorded in Document No. 2021029110 (O.P.R.W.C.T.), **N21°37'22"W**, passing at a distance of 814.30 feet a 1/2-inch iron rod found for the common east corner of said Lot 2 and said Lot 3, continuing for a total distance of **1,340.05** feet to a 1/2-inch iron rod found for the northwest corner hereof, said point being an angle point in the south right-of-way line of said Hero Way, being the southwest corner of a called 3.1001 acre tract (described as "Parcel 2A") conveyed to Williamson County, Texas for right-of-way purposes in Document No. 2009073716 (O.P.R.W.C.T.), from which a 1/2-inch iron rod found for an angle point in the south right-of-way line of said Hero Way, being in the west line of said Parcel 2A, also being the northeast corner of said Lot 2, bears, **N21°37'22"W**, a distance of 16.34 feet;

THENCE, with the south right-of-way line of said Hero Way, in part with the south line of said Parcel 2A, in part with a called 0.6205 acre tract (described as "Parcel 2B") conveyed to Williamson County, Texas for right-of-way purposes in Document No. 2009073716 (O.P.R.W.C.T.), in part with the south line of said Parcel 5A, in part and over and across said Tract 2, in part over and across said Tract 1, and in part with the north line of said Tract 1, the following seven (7) courses and distances:

1. Along a curve to the left, whose radius is **1,065.00** feet, whose arc length is **380.31** feet, and whose chord bears **N80°39'44"E**, a distance of **378.29** feet to a 1/2-inch iron rod with "Pape Dawson" cap found for an external ell-corner hereof,
2. **S19°41'18"E**, a distance of **105.93** feet to a 1/2-inch iron rod with "Pape Dawson" cap found for an angle point hereof,
3. **S56°25'01"E**, a distance of **192.13** feet to a 1/2-inch iron rod with "Pape Dawson" cap found for an internal ell-corner hereof,
4. **N33°32'56"E**, passing at a distance of 230.22 feet a 1/2-inch iron rod with "Pape Dawson" cap found for the common south corner of said Parcel 2A and said Parcel 2B, said point being in the common line of said Tract 1 and said Tract 2, continuing for a total distance of **281.01** feet to a 1/2-inch iron rod with "Pape Dawson" cap found for an angle point hereof,
5. **N00°18'06"W**, a distance of **160.79** feet to a 1/2-inch iron rod with "Pape Dawson" cap found for an angle point hereof,

6. **N59°42'50"E**, a distance of **360.16** feet to a 1/2-inch iron rod with "Pape Dawson" cap found for an angle point hereof, said point being the northeast corner of said Parcel 2B, being in the south line of said Parcel 5A, and being in the north line of said Tract 1, and
7. **N68°35'42"E**, a distance of **288.65** feet to the **POINT OF BEGINNING** and containing 41.2785 Acres (1,798,091 Square Feet) more or less.

Tract 2 – 1.7873 Acres (77,856 Square Feet)

BEGINNING at a 1/2-inch iron rod with "Rickman" cap found in the north right-of-way line of Hero Way (AKA CR 269, right-of-way width varies), being in the west line of said Tract 2, being the northwest corner of a called 3.1001 acre tract (described as "Parcel 2A") conveyed to Williamson County, Texas for right-of-way purposes in Document No. 2009073716 of the Official Public Records of Williamson County, Texas (O.P.R.W.C.T.), also being the southeast corner of Lot 1 of Hero Way Multifamily, a subdivision recorded in Document No. 2015015167 (O.P.R.W.C.T.), for the southwest corner and **POINT OF BEGINNING** hereof, from which a 1/2-inch iron rod found in the north right-of-way line of said Hero Way, for a point of curvature in the south line of said Lot 1, Hero Way Multifamily, bears, N87°06'15"W, a distance of 95.58 feet;

THENCE, leaving the north right-of-way line of said Hero Way, with the west line of said Tract 2 and the east line of said Lot 1, Hero Way Multifamily, **N21°38'51"W**, a distance of **436.75** feet to a 1/2-inch iron rod found for the north corner hereof, said point being the north corner of said Tract 2, being an angle point in the east line of said Lot 1, Hero Way Multifamily, also being in the southwest line of Lot 2, Block F, Trailside Oaks, a subdivision recorded in Document No. 2018014545 (O.P.R.W.C.T.), from which a Mag nail found for the northwest corner of said Lot 2, Trailside Oaks, being an angle point in the northeast line of said Lot 1, Hero Way Multifamily, and being an angle point in the south line of Lot 1, Block A, Austin Community College San Gabriel Campus, Phase 1, a subdivision recorded in Document No. 2018022962 (O.P.R.W.C.T.), bears, N54°49'26"W, a distance of 139.46 feet;

THENCE, with the north line of said Tract 2, in part with the southwest line of said Lot 2, Trailside Oaks, in part with the west line of Lot 3A, Block F, Trailside Oaks, Lots 3 & 4, Block F, Amended Plat, a subdivision recorded in Document No. 2020023926 (O.P.R.W.C.T.), the following two (2) courses and distances:

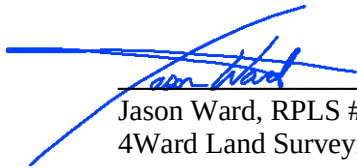
1. **S54°56'48"E**, a distance of **502.91** feet to a 1/2-inch iron rod found for an angle point hereof, and
2. **S38°38'59"E**, passing at a distance of 38.36 feet a 1/2-inch iron rod with "ATS" cap found for the southwest corner of said Lot 2, Trailside Oaks, being an angle point in the west line of said Lot 3A, continuing for a total distance of **109.04** feet to a calculated point (point falls within a 19" American Elm) for the southeast corner hereof, said point being in the north right-of-way line of said Hero Way, being in the north line of said Tract 2, being the southwest corner of said Lot 3A, being in the north line of said Parcel 2A, and being the northwest corner of a called 0.6930 acre tract (described as "Parcel 4") conveyed to Williamson County, Texas for right-of-way purposed in Document No. 2009071323 (O.P.R.W.C.T.);

THENCE, with the north right-of-way line of said Hero Way, with the north line of said Parcel 2A, and over and across said Tract 2, the following two (2) courses and distances:

1. Along a curve to the right, whose radius is **940.00** feet, whose arc length is **302.03** feet, and whose chord bears **S83°42'38"W**, a distance of **300.73** feet to a 1/2-inch iron rod with "Pape Dawson" cap found for a point of tangency hereof, and
2. **N87°06'15"W**, a distance of **19.78** feet to the **POINT OF BEGINNING** and containing 1.7873 Acre (77,856 Square Feet) more or less.

Notes:

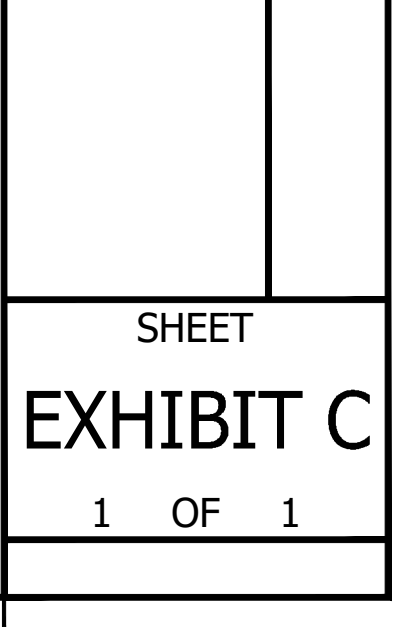
All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203); all distances were adjusted to surface using a combined scale factor of 1.000136796044. See attached sketch (reference drawing: 01286.dwg.)



9/3/2021

Jason Ward, RPLS #5811
4Ward Land Surveying, LLC





Leah Bojo
lbojo@drennergroupp.com
512-807-2918

DRENNER GROUP

March 2, 2022

«Owner»
«Address»
«City», «State» «Zip»

Re: The 43.07-acre piece of property known as tax parcels #R031601 and #R031325 located on Hero Way, in Leander, Williamson County, Texas (the "Property")

To Whom It May Concern:

As representatives of the owner of the Property, we are providing you with notice of our intent to submit a PUD Zoning Change application and associated Conceptual Site Layout and Land Use Plan with the City of Leander. The project is titled "House Tract PUD", consists of 43.07 acres of undeveloped land (see attached image showing location). The Property is within the Leander Transportation Oriented District (TOD) and is zoned PUD-TOD with following four SmartCode Sector designations: CD-Conventional Sector, S1-General Sector, S2-Station Sector, and OS-Open Space in the City of Leander TOD SmartCode. The Property does not have a Transect designation.

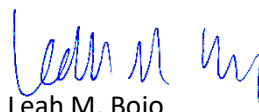
The TOD PUD zoning amendment application requests to change the zoning from TOD-PUD (Transportation Oriented District – Planned Unit Development) to PUD (Planned Unit Development) with a composite zoning base district of SFT-Type 2-A (Single-Family Townhouse – Site Component Type 2-Architectural Component Type A), as allowed by City Ordinance No. 20-014-00.

The proposed zoning amendment is for a 302-single-family townhome residential project. The Property is designated as Urban-Mixed Use in the City of Leander's Comprehensive Plan. The requested zoning designation and proposed use are considered appropriate for an Urban-Mixed Use designation per the Comprehensive Plan's Urban Mixed-Use appropriate use table.

The Property is split into three distinct areas by the Brushy Creek Main Branch that cuts through the site. These three areas will be developed as one development. The 17.76-acre portion of the Property that is significantly constrained by floodplain is proposed to be dedicated as public parkland. This contribution of parkland is intended for the proposed Brushy Creek Main Branch Trailway identified in the City of Leander Parks Masterplan.

The City of Leander will send out a zoning change request notice separately, notifying you of public hearings that will be conducted. Below you will find my contact information. Please do not hesitate to contact me with any questions you may have regarding this project.

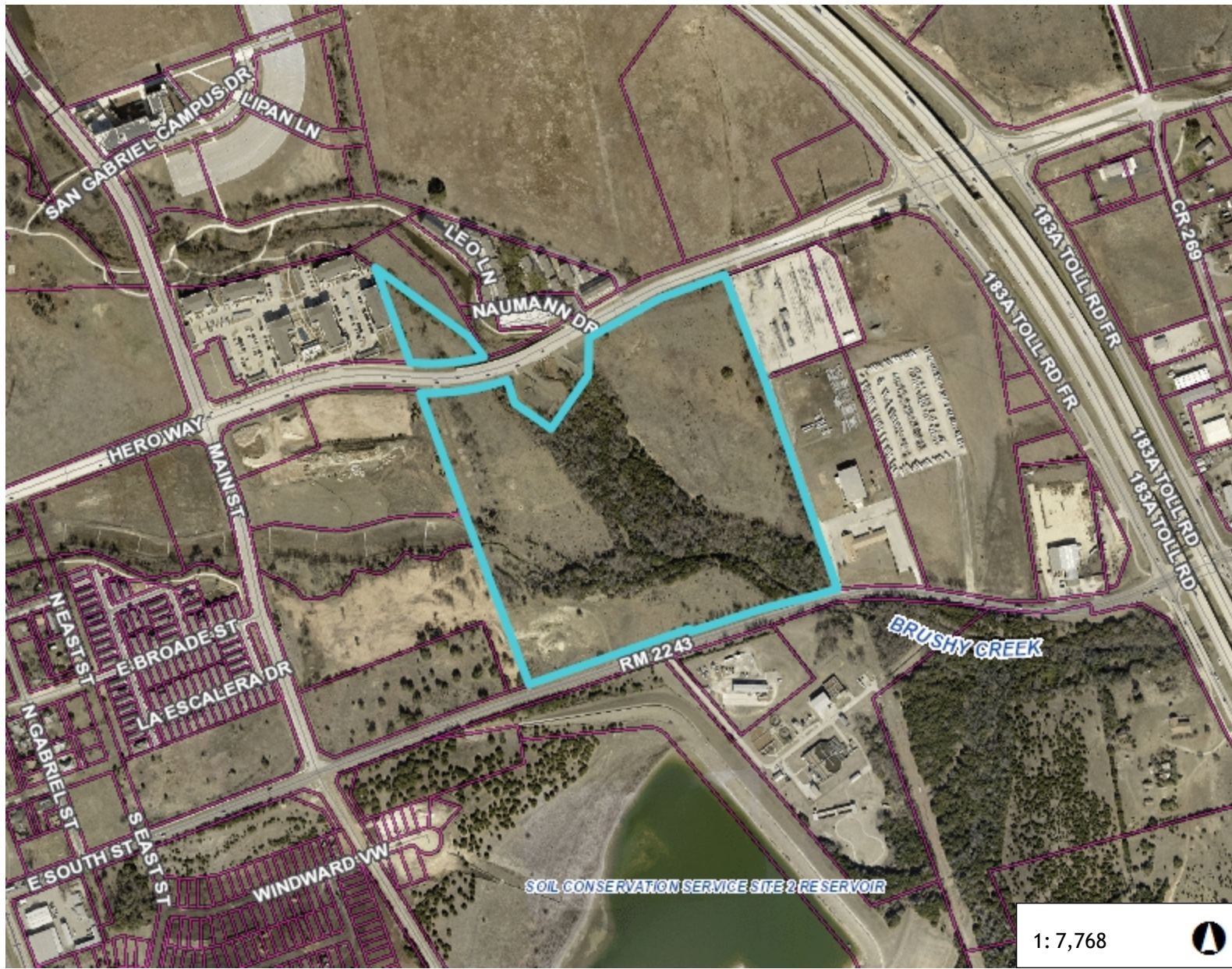
Sincerely,



Leah M. Bojo

Email: lbojo@drennergroupp.com

Phone: 512-807-2918



Legend

- Address
- Streets
- + Railroads
- WCAD Parcels

Notes

0.2 0 0.12 0.2 Miles

WGS_1984_Web_Mercator_Auxiliary_Sphere

© Latitude Geographics Group Ltd.; Williamson County, Texas 2015

Layout: 8.5 X 11 inches

This map and data are for general planning purposes only. The basemap conforms to National Map Accuracy Standards in unobstructed areas. Williamson County makes no warranty, representation or guarantee as to the content, sequence, accuracy, timeliness or completeness of any of the database information or spatial locations depicted. Furthermore, all warranties on merchantability and fitness for a particular purpose are hereby disclaimed. In no event shall Williamson County be liable to the recipient or any other party for damages of any type, including but not limited to incidental, consequential or exemplary damages arising out of the use or inability to use these materials.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Created: 02/28/2022

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 from the applicant's agent was sent out to all property owners within 500 feet of the subject property prior to submittal notifying the property owners of the intent to file a TOD PUD Zoning Change Application with the City of Leander. A copy of the letter and a list of property owners has been submitted with this application. The agent's contact information was provided under the signature of each letter.

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.

A list of the property owners within 500 feet of the subject property has been submitted with this application. No HOAs came up in the results provided.

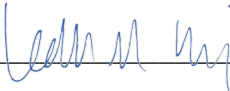
3. What concerns were raised during these communications?

At this time no concerns have been made. The agent will continue to notify planning staff, the Planning and Zoning Commission, and City Council of communications and outreach regarding this case.

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

This zoning request is for a change to the base district of the property from TOD-PUD to PUD with a base district of SFT (Single-Family Townhouse) with modifications to the lot size, roof pitches and the addition of development standards for the proposed use. No changes to the request have been made or requested at this time.

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

Signature:  Date 03/10/2022

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 HOUSE TRACT MIXED USE PUD (PLANNED UNIT DEVELOPMENT) WITH THE BASE ZONING DISTRICT OF SFT-2-A (SINGLE-TOWNHOUSE), CH-2-A (COTTAGE HOUSING), AND LC-2-B (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 43.0658 acres $\pm$; being more particularly described in Exhibit "B"; located generally located 1,000 feet to the east of the intersection of Main Street and Hero Way on the southside of Hero Way; identified by Williamson Central Appraisal District tax identification number R031601 and R031325; more particularly described in Instrument Number 2022071653; recorded in the Official Public Records of Williamson County, Texas.

SECTION 4. Property Rezoned. The Zoning Ordinance is hereby amended by creating the House Tract Mixed Use PUD (Planned Unit Development) with the base zoning district of SFT-2-A (Single-Family Townhouse), CH-2-A (Cottage Housing), and LC-2-B (Local Commercial). The PUD shall be developed and occupied in accordance with this Ordinance, the PUD plan

attached as Exhibits “A”, “B”, and “C” which are hereby adopted and incorporated herein for all purposes, and the Composite Zoning Ordinance to the extent not amended by this Ordinance. In the event of a conflict between the Composite Zoning Ordinance and the requirements for the Property set forth in this Ordinance, this Ordinance shall control.

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

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

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

PASSED AND APPROVED on First Reading this the 16th day of November, 2023.
FINALLY PASSED AND APPROVED on this the 7th day of December, 2023.

ATTEST:

THE CITY OF LEANDER, TEXAS:

Dara Crabtree, City Secretary

Christine DeLisle, Mayor



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas

September 28, 2023 at 6:00 PM



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

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

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

1. Call to Order at 6:00 p.m.
2. Roll Call.
All Commissioners were present except Commissioner Cosgrove.
3. Director's report to the Planning & Zoning Commission on actions taken by the City Council at the September 21, 2023 meeting
4. Review of meeting protocol.
5. Citizen Comments: Three (3) minutes allowed per speaker.
No one wished to speak.

CONSENT AGENDA: ACTION

6. Approval of Subdivision Case PP-23-0036 to approve the Leander Estates Preliminary Plat Revision on three parcels of land approximately 210.6 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R560185 and R560184; and Travis Central Appraisal District Parcel 905245; generally located at the north west corner of CR 280 and the future extension of Lakeline Blvd., Leander, Williamson and Travis Counties, Texas.
7. Approval of an extension to the expiration for Subdivision Case 20-TOD-PICP-010 East Street Construction Plans for 3.05 acres more or less; generally located on the north side of Hero Way between US 183 and Main Street, Leander, Williamson County, Texas.
8. Approval of Minutes.

Motion made by Commissioner James Oliver, seconded by Commissioner Ron May to approve the Consent Agenda items 6 through 8.

AYE: Commissioner Deirdre Moss, Vice Chair Laura Lantrip, Chair Donnie Mahan,
Commissioner James Oliver, Commissioner Ron May

5 - 0 Passed

PUBLIC HEARING: ACTION

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

Discuss and consider action regarding Zoning Case Z-22-0024 as described above.

Motion made by Chair Donnie Mahan, seconded by Commissioner Ron May to deny the zoning request.

AYE: Commissioner Deirdre Moss, Vice Chair Laura Lantrip, Chair Donnie Mahan,
Commissioner James Oliver, Commissioner Ron May

5 - 0 Passed

10. Conduct a Public Hearing and consider action regarding Zoning Case Z-23-0085 to amend the current zoning of SFR-1-B (Single-Family Rural) and SFS-2-B (Single-Family Suburban) to SFS-2-B (Single-Family Suburban) on two parcels of land approximately 15 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R082172 and R082171; and more commonly addressed as 300 Private Road 921, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-23-0085 as described above.

Submitted via the website in opposition to the zoning request.

Raj Garimilla, 913 Almeria Bend
Narendhar Taada, 1005 Almeria Bend
Dinesh Kajjam, 920 Almeria Bend
Srujan Kumar Vemulapally, 917 Almeria Bend

Motion made by Vice Chair Laura Lantrip, seconded by Commissioner James Oliver to approve the zoning request.

AYE: Commissioner Deirdre Moss, Vice Chair Laura Lantrip, Chair Donnie Mahan,
Commissioner James Oliver, Commissioner Ron May

5 - 0 Passed

REGULAR AGENDA

11. Discuss and consider action on Tree Removal Case TRP-23-0017 regarding removal of one heritage tree and eight significant trees associated with the Harmony School Site Development Project located at 3250 Hero Way, Leander, Williamson County, Texas.

Motion made by Commissioner James Oliver, seconded by Commissioner Deirdre Moss to approve the removal of one heritage tree and eight significant trees.

AYE: Commissioner Deirdre Moss, Vice Chair Laura Lantrip, Chair Donnie Mahan,
Commissioner James Oliver, Commissioner Ron May

5 - 0 Passed

12. Adjournment at 6:41 p.m.

APPROVED:


CHAIRMAN MAHAN

ATTEST:


ELLEN COUFAL
PLANNING & ZONING COMMISSION SECRETARY

To: Dara Crabtree
Subject: RE: Public Comments Request

Caution: This is an external email. DO NOT access links or attachments unless you know the sender and contents are safe. When in doubt, please notify IT Department staff.

Submitted on Thursday, September 28, 2023 - 10:26am Form: Public Comments Request Form ID: 15331

Submission ID: 140006 Submitted values are:

Full Name Dinesh Kajjam

Do you live within Leander city limits? Yes

Home Address 920 Almeria Bend, Leander, TX 78641

Phone Number 716-445-7363

My comments apply to the following regular meeting: Planning and Zoning Commission

My comments apply to the following meeting date Thu, 09/28/2023

My agenda item or case number Z-23-0085

My position on the above agenda item or case number I am AGAINST this item.

I want to include comments at the meeting Yes. But I only want my written comments added to the meeting record.

My comments (optional)

Hello,

I am against this project because below items.

1. 300 Private Rd 921 is located on a slope and is on top of the hill; The lot slopes in all directions. When the Truth Life companies present the future map, it shows a detention pond only on the East side. The homes on the back of Almeria Bend streets will receive all rain water from the gutter of the homes that will be built into our lots.
2. Raider way extension traffic analysis was done in 2019 where this community is not accounted for.
3. There will be a lot of tree removal and wildlife shit.

I want to upload a file with this form No

The results of this submission may be viewed at:

<https://www.leandertx.gov/node/15331/submission/140006>

Ellen Coufal

To: Dara Crabtree; Cory Dale; Justin W. Hunt; Michael Chenausky; Michael Neu; Robin Griffin; Veronica Tovar
Subject: RE: Public Comments Request

Caution: This is an external email. DO NOT access links or attachments unless you know the sender and contents are safe. When in doubt, please notify IT Department staff.

Submitted on Thursday, September 28, 2023 - 7:54am Form: Public Comments Request Form ID: 15331 Submission ID: 140004 Submitted values are:

Full Name srujan kumar vemulapally

Do you live within Leander city limits? Yes

Home Address 917 Almeria Bend

Phone Number 8137083040

My comments apply to the following regular meeting: Planning and Zoning Commission

My comments apply to the following meeting date Thu, 09/28/2023

My agenda item or case number Z-23-0085

My position on the above agenda item or case number I am AGAINST this item.

I want to include comments at the meeting Yes. But I only want my written comments added to the meeting record.

My comments (optional)

Added traffic on rider way and there is no plan to rain water management to stop flowing towards almeria bend street.

I want to upload a file with this form No

The results of this submission may be viewed at: <https://www.leandertx.gov/node/15331/submission/140004>

**MASONRY DEVELOPMENT AGREEMENT
ESTABLISHING DEVELOPMENT STANDARDS
FOR THE HOUSE TRACT SUBDIVISION**

This Development Agreement Establishing Development Standards for the **House Tract Subdivision** (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 **CREA Capital GP, LLC** (the "Developer"). The City and the Developer are sometimes referred to herein as the "Parties." The Parties agree as follows.

Section 1. Purpose; Consideration.

- (a) The Developer owns that certain 43.0658 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 residential uses (the "Development"). The Developer desires that the City be able to enforce the development standards set forth herein through its building permit, inspection, and certificate of occupancy processes by this agreement, given that House Bill 2439 adopted in the 86th Legislative Session limits the ability of cities to enforce certain development standards governing building materials by ordinance.
- (b) The Developer will benefit from the City enforcing the Development Standards as set forth herein because it will be more efficient and cost-effective for compliance to be monitored and enforced through the City's building permit and inspection processes and will help ensure that the Development is built out as planned by the Developer after conveyance to the builder of homes or other buildings and structures authorized by the applicable zoning regulations. The City will benefit from this Agreement by having assurance regarding certain development standards for the Development, having certainty that such Development Standards may be enforced by the City, and preservation of property values within the City.
- (c) The benefits to the Parties set forth in this Article 1, plus the mutual promises expressed herein, are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by both Parties.

Section 2. Term; Termination.

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

Section 3. Development Standards.

- (a) **Development Requirements.** The exterior wall standards set forth in this section shall apply to the structures located on the Property. At least one hundred percent (100%) of the combined exterior surface area of all walls, including all stories of buildings / structures, shall consist of stone, brick, painted or tinted stucco, or similar material approved by the Director of Planning.
- (b) **Building Permits.** The Developer acknowledges and agrees that compliance with Section 3(a) will be a condition of issuance of building permits and certificates of occupancy. Developer further agrees that the City may use its building permitting, inspection, and enforcement processes and procedures to enforce the requirements of Section 3(a) above, including but not limited to rejection of applications and plans, stop work orders, and disapproval of inspections for applications and/or work that does not comply with this Agreement. Applications and plans for a building permit must demonstrate compliance with this Agreement in order for a building permit to be issued. Applications for building permits must be in compliance with this Agreement, as well as the Applicable Regulations, in order for such application to be approved and a building permit issued. Plans demonstrating compliance with this Agreement must accompany a building permit application and will become a part of the approved permit. Any structure constructed on the Property must comply with this Agreement and the Applicable Regulations for a certificate of occupancy to be issued for such structure.
- (c) **Water Meters.** The Developer acknowledges and agrees that no permanent residential water meter(s) shall be requested or installed until after January 1, 2026.

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 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.

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:

CREA Capital GP, LLC
Attn: Luke Kline, Principal
1601 S. Mopac Expressway, STE 175
Austin, Texas 78746
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 or a memorandum of Agreement acceptable to the City and Developer 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: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 20__, by _____, _____ of _____, a _____ company, on behalf of said company.

(SEAL)

Notary Public, State of Texas

EXHIBIT “A”

Description of Property



EXECUTIVE SUMMARY
12/7/2023

AGENDA SUBJECT:

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

BACKGROUND:

The existing Low Water Crossing located along CR 177 is narrow, in poor condition, and is not suitable for projected future traffic. There have been multiple accidents, including a school bus in 2018. Therefore, staff recommends permanent closure. Exhibits A and B of the Ordinance show the planned closure details.

Staff reached out to various stakeholders (City's Fire and Police, Williamson County, Leander Independent School District, and Williamson County EMS) regarding the closure, and each have indicated that they have no concerns.

HISTORY/TIMELINE:

10/10/2023 - Item presented to the council for approval. Additional information was requested by the Council, and the item tabled for a future meeting.

11/16/2023 - Council received a presentation on existing traffic, closure options, and improvements related to this item. Council provided a directive to bring back the item for action at the December 7, 2023, meeting to include the closure of the CR 177 and Ronald Reagan Boulevard median opening for westbound CR 177 to southbound Ronald Reagan Boulevard traffic.

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends and respectfully requests approval Ordinance establishing permanent closure of a Low Water Crossing located along CR 177.

PRESENTER:

Gina M. Ellison, P.E., Public Works Director

Fiscal Impact

Amount required (Median Closure): \$6,000.00 striping (estimated), \$5,000.00 delineators (estimated), \$300.00 associated signage

Fund source: Contract Labor and Operating Fund

Amount required (Crossing Closure): \$500.00 update associated signage, \$750.00 Barricades and stone barriers
Fund source: Operating Fund

Attachments:

1. Ordinance closing a portion of CR 177

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, TO CLOSE A PORTION OF STREET RIGHT-OF-WAY COMMONLY KNOWN AS CR 177, PROVIDING FOR GATES, SIGNS, AND THE WIDENING OF THE SHOULDER OF THE RIGHT-OF-WAY; TO CLOSE A PORTION OF STREET RIGHT-OF-WAY CONSISTING OF A MEDIAN COMMONLY KNOWN AS CR-177; PROVIDING SEVERABILITY, EFFECTIVE DATE AND OPEN MEETINGS CLAUSES; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the street right-of-way as shown in Exhibit A, attached hereto and incorporated by reference herein, commonly known as CR 177 is not necessary for use by the City, the general public, or the landowners adjacent thereto as an alley or street;

WHEREAS, Chapt. 311.007, *Tex. Trans. Code*, authorizes home rule cities to vacate, abandon, or close a street or alley;

WHEREAS, the City of Leander Ordinances, Section 1.08, Streets and Public Property, provides that the city has exclusive dominion, control, and jurisdiction over public streets and further may vacate or abandon the same; and

WHEREAS, the City of Leander desires to vacate and abandon a portion of CR177 as shown on Exhibit A.

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 incorporated into this Ordinance as findings of fact by the City Council of Leander, Texas.

Section 2. Right-of-Way. The portion of the right-of-way commonly known as CR 177 as depicted on Exhibit A, is hereby permanently closed, vacated, and abandoned by the City and the general public.

Section 3. Appurtenances to closing. The Public Works Department of the City of Leander are to install the gates, signs, and widen the shoulder, as shown on Exhibit A, attached hereto and incorporated by reference herein, and all other things necessary and incidental, to effectuate the closing of the portion of the right-of-way shown on Exhibit A.

Section 4. Right-of-Way Median. The portion of the right-of-way commonly known as Ronald Reagan Boulevard consisting of a median as depicted on Exhibit B, attached hereto and incorporated by reference herein, is hereby permanently closed, vacated, and abandoned by the City

and the general public, to permanently prohibit westbound vehicles on CR 177 to access Southbound the right-of-way commonly known as Ronald Reagan Boulevard.

Section 5. Appurtenances to closing median. The Public Works Department of the City of Leander are to install channelizing devices and all other things necessary and incidental to effectuate the closing of the right-of-way median shown on **Exhibit B.**

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 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. Effective Date. This ordinance shall take effect immediately from and after its passage.

Section 8. Open Meetings. It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code.*

PASSED AND APPROVED on this 7th day of December, 2023.

Attest:

THE CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary TRMC

Christine DeLisle, Mayor

Exhibit A
(see attached)

CR 177 Low Water Crossing Closer Signage Plan

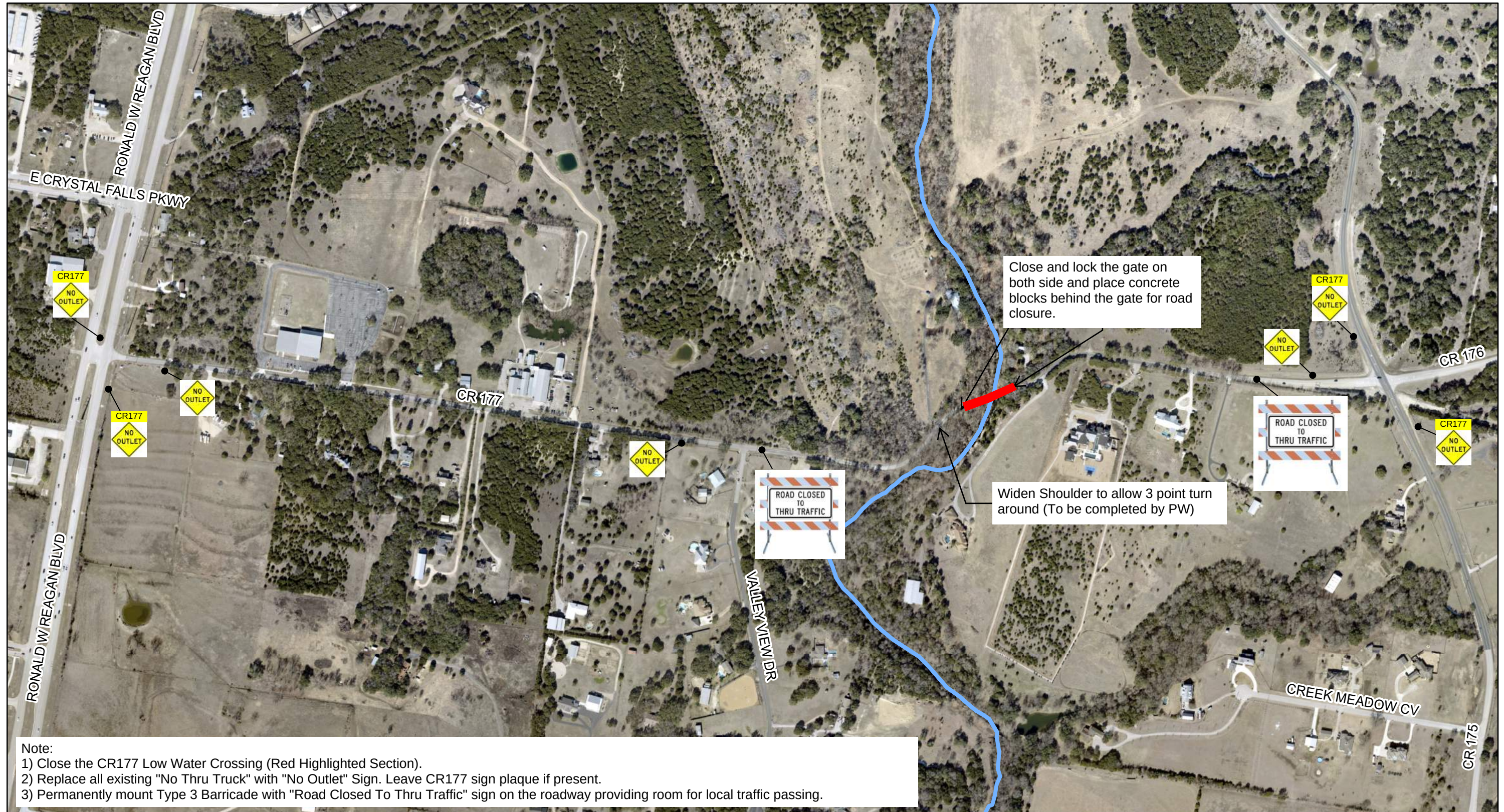


Exhibit B
(see attached)



Machine & Tools

Shiv Durga Shakti Dham

Ronald Reagan Blvd

Google Earth

