



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

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



Mayor – Christine DeLisle

Place 1 – Kathryn Pantalion-Parker

Place 2 – Esme Mattke Longoria, Mayor Pro Tem

Place 3 – David McDonald

Place 4 – Na'Cole Thompson

Place 5 – Chris Czernek

Place 6 – Becki Ross

Interim City Manager – Isaac Turner

The 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. Discuss appropriate zoning district for vape shops and location criteria; Leander, Williamson and Travis Counties, Texas.
4. Discuss local amendment to the Building Code regarding building material requirements associated with structures over three (3) stories in height; Leander, Williamson and Travis Counties, Texas.

REGULAR MEETING – CONVENE AT 7:00 PM

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

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

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

8. Staff Report
 - Water Update

CONSENT AGENDA: ACTION

9. Approval of the minutes for meetings held on February 12, 2024 and February 15, 2024.

10. Approval of a License Agreement by and between Capital Metropolitan Transportation Authority and the City of Leander for use of rail right-of-way for Wastewater Collection System Lift Station Improvements Phase 1, Lift Station No. 2 (CIP WW.44); and authorize the Interim City Manager to execute any and all necessary documents.
11. Approval of Development Agreement Case DA-23-0029 regarding the Sonny Retail Center to implement masonry standards associated with the project on three (3) parcels of land, more particularly described by Williamson Central Appraisal District Parcels R036222, R036223 and R036224 and generally located northeast of S. West Drive and Sonny Drive, Leander, Williamson County, Texas.
12. Approval of an Ordinance regarding conditions under which building permits may be issued before the completion and acceptance of subdivision infrastructure for a temporary period of time to address the effects of the supply chain issues associated with power supply and drought conditions, and to provide for related matters, Leander, Williamson & Travis Counties, Texas.
13. Approval of Ordinance Case OR-23-0016 to amend Appendix A of the Leander Code of Ordinances to update the fees associated with development applications and inspections in response to House Bill 3492, to no longer base the fee on the cost of construction, and to provide for related matters; Williamson & Travis Counties, Texas.
14. Award of Solicitation S24-004 to Double Eagle Entertainment (Contract L00333) for the purchase of entertainment and event management services in the amount of \$285,000.00 for the term of the contract expiring March 6, 2029; providing for an effective date; and authorize the Interim City Manager to execute any and all necessary documents.
15. Award of Solicitation CIPS24-011 to Hotshot Developments, LLC for the City of Leander Pond Maintenance 2024 project in the amount of \$102,500.00; and authorize the Interim City Manager to execute all necessary documents.
16. Approval of the purchase of bottled water between the City of Leander, Texas, and Lowe's Companies, Inc., H-E-B Grocery Company, LP, and Randall's Food Markets, Inc. through Local Government Code 252.022 Subchapter a.2, in the amount of \$100,000.00 for the term expiring April 30, 2024; providing for an effective date; and authorize the Interim City Manager to execute any and all necessary documents.
17. Approval of purchase of materials and installation services from Cunningham Recreation to resurface the Lakewood Park splash pad utilizing BuyBoard Cooperative Contract 679-22 in the amount of \$96,382.00; and authorize the Interim City Manager to execute any and all necessary documents.
18. Approval of a one (1)- year extension with CentralSquare (Superion) for computer-aided dispatch maintenance, support, and licensing services for the Leander Police Department and twenty (20) additional user licenses for a total amount of \$54,330.16; and authorize the Interim City Manager to execute any and all necessary documents.
19. Award of Solicitation CIPS23-006 to Skyblue Utilities Inc. for construction services for the Wastewater Collection System Lift Station Improvements, Phase 1 Lift Station 2, (CIP WW.44), in the amount of \$2,798,912.01; and authorize the Interim City Manager to execute any and all necessary documents.
20. Approval of Change Order No. 3 with Chasco Constructors, for the reconstruction, widening, and improvements to Raider Way and East Woodview Drive (CIP T.12), increasing the contract amount by \$281,326.50, for a new total contract amount of \$15,696,569.50, with no extension of term duration, and authorize the Interim City Manager to execute any and all necessary documents.
21. Approval of Pedernales Electric Cooperative's (PEC) Invoice #90042350 in the amount of \$400,281.11 for the cost to relocate overhead electrical service to underground duct bank relative to the Raider Way

and Woodview Drive improvements project (CIP T.12); and authorize the Interim City Manager to execute any and all necessary documents.

22. Approval of a waiver of Article 8.04, Noise, Section 8.04.001(g) in the hours of construction work for the Freehill – Hero Way Development to perform early morning concrete pours beginning at 3:00 a.m. at the site located at 11561 Hero Way, between March 2024 through December 1, 2024 (depending on weather conditions); and requiring the contractor of the site to post notifications a minimum of forty-eight (48) hours in advance of the activities.

PUBLIC HEARING: ACTION

23. Conduct a Public Hearing regarding Zoning Case Z-23-0095 to amend the current zoning of TOD/PUD-CD (Transit Oriented Development/ Planning Unit Development – Conventional Development Sector) to adopt the Spillars Project Minor PUD (Planned Unit Development) with the base zoning district of GC-2-A (General Commercial) on one (1) parcel of land approximately 1.574 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R086306; and located to the east of the intersection of Tulum Terrace and US 183, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-23-0095 as described above.

24. Conduct a Public Hearing regarding Zoning Case Z-23-0099 to amend the current zoning of Hill Country Bible PUD (Planning Unit Development) with the base zoning district of SFS-3-A (Single-Family Rural) to change the base zoning district to LC-2-A (Local Commercial) on two (2) parcels of land approximately 19 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R647584 and R647585; and more commonly known as 589 W. San Gabriel Parkway, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-23-0099 as described above.

25. Conduct a Public Hearing regarding Comprehensive Plan Case CPA-24-0011 to update the Water Masterplan; Leander, Williamson and Travis Counties, Texas.

- Discuss and consider action regarding Comprehensive Plan Case CPA-24-0011 as described above.

26. Conduct a Public Hearing regarding the Travisso Voluntary Annexation Case A-23-0010 for the voluntary annexation of 8.04 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels 459396, 459397, 459398, 467190, 467189, and 467188; and generally located approximately 1,200 feet to the north of the intersection of Buck Run and RM 1431 on the east of Buck Run, Leander, Travis County, Texas.

- Discuss and consider action on Travisso Voluntary Annexation Case A-23-0010 as described above.

27. Conduct a Public Hearing regarding Comprehensive Plan Case CPA-23-0009 to amend the Comprehensive Plan land use category from Multi-Use Corridor to Neighborhood Residential and consider action regarding Zoning Case Z-23-0102 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) and Interim SFR-2-B (Single-Family Rural) to SFS-2-B (Single-Family Suburban) on seven (7) parcels of land approximately 234 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R485247, R485248, R031575, R392187, R392188,

R031534, and R031533; and more commonly known as 14750 Ronald W. Reagan Boulevard, Leander, Williamson County, Texas. *[Postponed by Applicant]*

REGULAR AGENDA

28. Receive presentation and accept the Annual Financial Report for fiscal year ending September 30, 2023, from external auditor, Whitley Penn LLP.
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 1305, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding Public Utilities Commission Docket No. 53063, petition by outside city ratepayers appealing the water rates established by the City of Leander, Texas; and
 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 regarding Project EDA-24-001; and
 3. Section 551.071 and 551.087, Texas Government Code, Section 1.05, Texas Disciplinary Rules of Professional Conduct, deliberate an economic development incentive and Chapter 380 Agreement with Leander Springs, LLC; and
 4. Sections 551.071 and 551.074, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consider the appointment of the City Manager and consult with legal counsel regarding the City Manager Employment Agreement; and
 5. Section 551.074, Texas Government Code to discuss Interim City Manager assignments and duties.

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

1. Public Utilities Commission Docket No. 53063, petition by outside city ratepayers appealing the water rates established by the City of Leander, Texas; and
2. Project EDA-24-001; and
3. Economic development incentive and Chapter 380 Agreement with Leander Springs, LLC;
4. Appointment of the City Manager and the City Manager Employment Agreement; and
5. Interim City Manager assignments and duties.

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 March 2024 by 5:00 p.m. pursuant to Chapter 551 of the Texas Government Code.

Dara Crabtree

Dara Crabtree, City Secretary, TRMC



EXECUTIVE SUMMARY
3/7/2024

AGENDA SUBJECT:

Discuss appropriate zoning district for vape shops and location criteria; Leander, Williamson and Travis Counties, Texas.

BACKGROUND:

The Composite Zoning Ordinance does not currently address vape shops as a permitted use. During the January 18 City Council Meeting, the Council requested a future agenda item to discuss vape shops.

A vape shop generally defined as a retail outlet that specializes in selling vaping products. Vaping means using a vaporizer or inhalant-type device, also known as an electronic cigarette, that contains a power source and heating element designed to heat a substance and inhaling the vapor of the device directly through the mouth, whether or not the vapor contains nicotine.

Staff has determined that there are at least five (5) vape shops in Leander. Attachment 1 includes the location of the existing vape shops, schools (public and private), and public parks.

HISTORY/TIMELINE:

01/18/2024 City Council Requested a Workshop

APPLICANT/AGENT:

City Council

RECOMMENDATION:

PRESENTER:

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

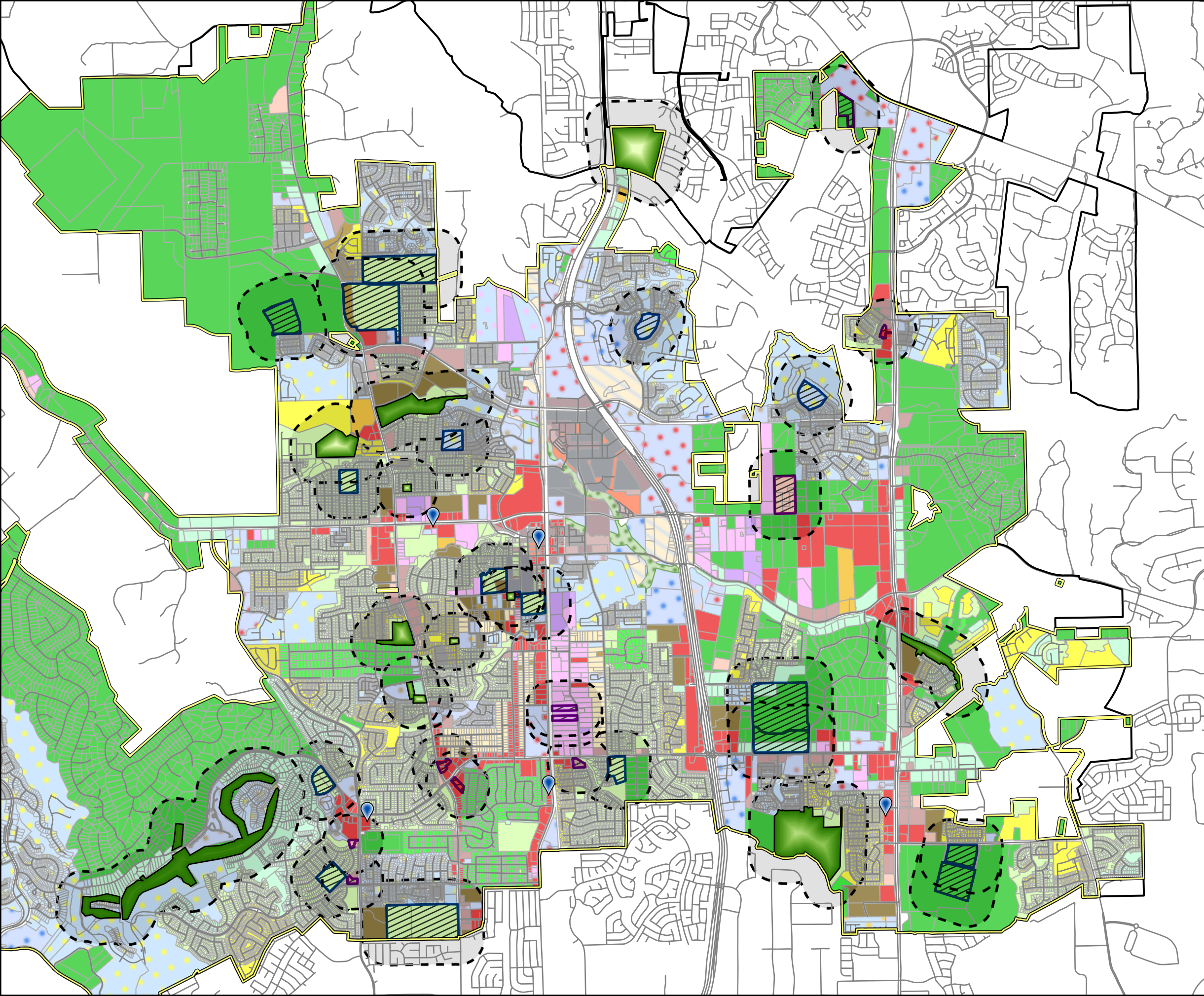
Fiscal Impact

N/A

Attachments:

1. Map

Vape Shop Analysis



- Leander City Limits
- Leander ETJ
- Vape Shops (5)
- School Boundary**
 - Private
 - Public
 - City Parks
 - 1000' Buffer
- Current Zoning**
 - RESIDENTIAL**
 - SFR-Single-Family Rural
 - SFE-Single-Family Estate
 - SFS-Single-Family Suburban
 - SFU-Single-Family Urban
 - SFU/MH-Single-Family Urban / Manufactured Home
 - SFC-Single-Family Compact
 - SFL-Single-Family Limited
 - CH-Cottage Housing
 - SFT-Single-Family Townhouse
 - TF-Two Family
 - MF-Multi-Family
 - RETAIL/COMMERCIAL**
 - LO-Local Office
 - LC-Local Commercial
 - GC-General Commercial
 - HC-Heavy Commercial
 - INDUSTRIAL**
 - HI-Heavy Industrial
 - PUD LAND USE**
 - PUD-Single-Family
 - PUD-Cottage Housing
 - PUD-Townhomes
 - PUD-Multi-Family
 - PUD-Mixed Use
 - PUD-Local Office
 - PUD-Local Commercial
 - PUD-General Commercial
 - PUD-Heavy Commercial
 - SECTORS**
 - OS-Open Space
 - CD-Conventional Sector
 - S2-Station Sector
 - TRANSECTS**
 - Civic Building
 - T4-General Urban
 - TS-Urban Center
 - T6-Urban Core
 - SD-Special District



EXECUTIVE SUMMARY
3/7/2024

AGENDA SUBJECT:

Discuss local amendment to the Building Code regarding building material requirements associated with structures over three (3) stories in height; Leander, Williamson and Travis Counties, Texas.

BACKGROUND:

In 2019, the City adopted a local amendment to the Building Code that limits wood frame construction for residential or multi-family developments to not exceed three (3) stories in height. For the purposes of this local amendment, residential uses also includes hotels.

Staff has received feedback from the development community regarding the increased cost for development. Staff would like input from the City Council regarding the desire to continue to implement this requirement or possibly make an update to the requirement.

1. Leave the local amendment in place.
2. Modify the local amendment to allow for wood frame construction if the developer meets certain standards from the Fire Department.
3. Remove the local amendment.

HISTORY/TIMELINE:

06/06/2019 Adoption of Local Amendment to the Code

APPLICANT/AGENT:

Development Services Department & Fire Department

RECOMMENDATION:

PRESENTER:

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

Fiscal Impact

N/A

Attachments:

1. Sec. 3.03.032. Local Building Code Amendments

Sec. 3.03.032. Building code amendments.

The International Building Code is amended as follows:

- (1) Each reference to "jurisdiction" or location for insertion of name of jurisdiction shall mean the City of Leander, Texas.
- (2) Section 103.6 - No schedule needed.
- (3) Appendix C - Group U (agricultural buildings) and Appendix J (grading) are adopted by ordinance.
- (4) All reference to insulation or thermo-ply, for use as a draft stop or fire stop is deleted. The use of these materials as a draft stop or fire stop is prohibited.
- (5) Reserved.
- (6) Guard rails are required for any wall greater than 48" in height, retaining or otherwise, with a walkable surface to the wall. Slopes greater than 3:1 are not considered to be walkable. A temporary guard rail may be required to be maintained during construction.
- (7) Wood frame construction for residential or multifamily cannot exceed 3 stories.

(Ordinance 19-031-00, sec. 2, adopted 6/6/19; Ord. No. 23-041-00 , § 3, 7-20-2023; Ord. No. 23-043-00 , § 3, 8-3-2023)



EXECUTIVE SUMMARY
3/7/2024

AGENDA SUBJECT:

Staff Report

- Water Update

BACKGROUND:

Staff will provide Council with an update on the BCRUA raw water pipeline repair project, Phase 4 water conservation actions and enforcement, and preparation for construction and installation of an emergency raw water intake barge in Lake Travis.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Dan Grimsbo, Executive Director of Infrastructure

Fiscal Impact

Attachments:

1. Water Update



BCRUA Pipeline, Phase 4, & Emergency Barge Update

March 7, 2024

Dan Grimsbo, PE – Executive Director of Infrastructure

Mike Neu – Chief of Staff

Gina Ellison, PE – Public Works Director

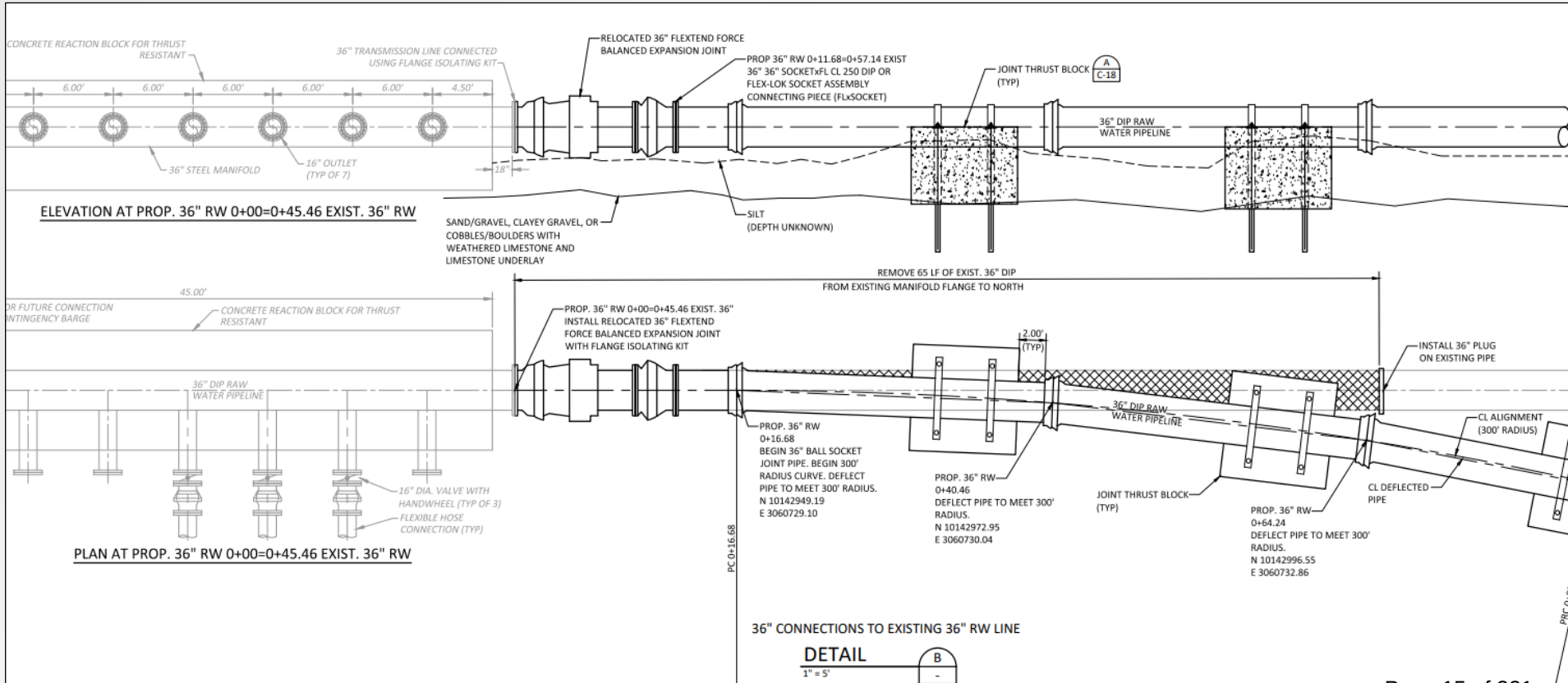
BCRUA Pipeline Replacement



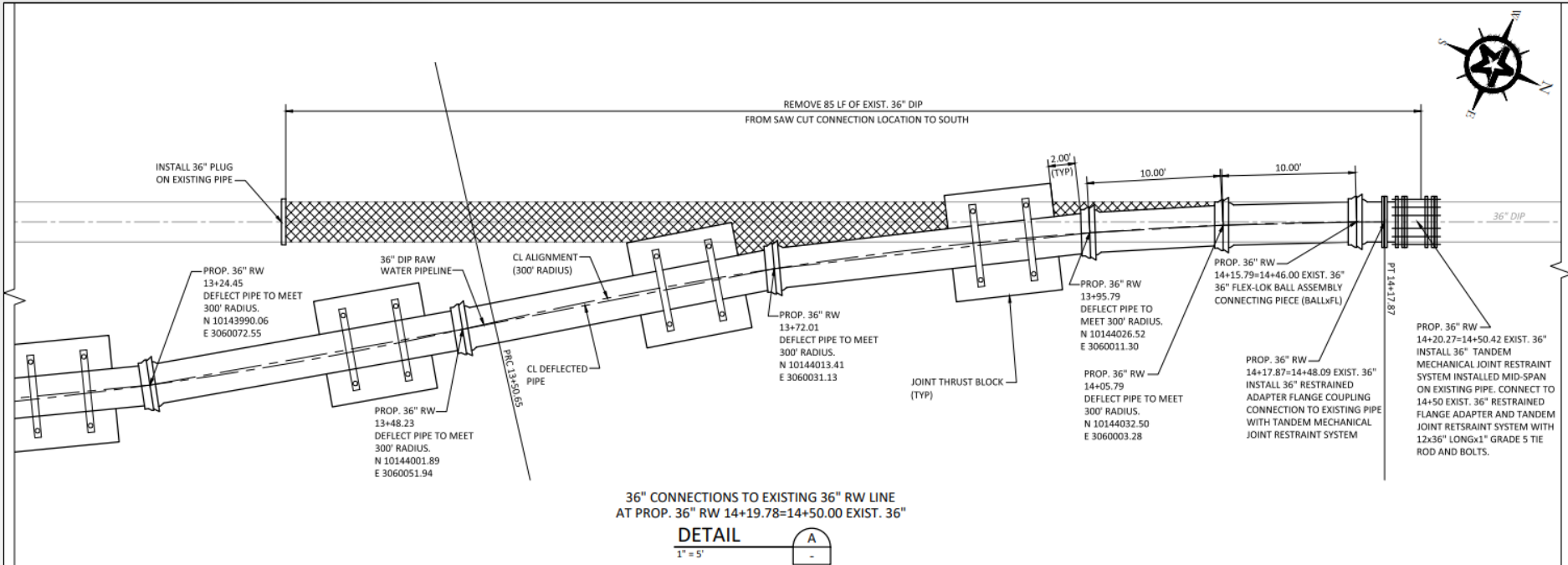
Underwater Pipeline Construction Barge



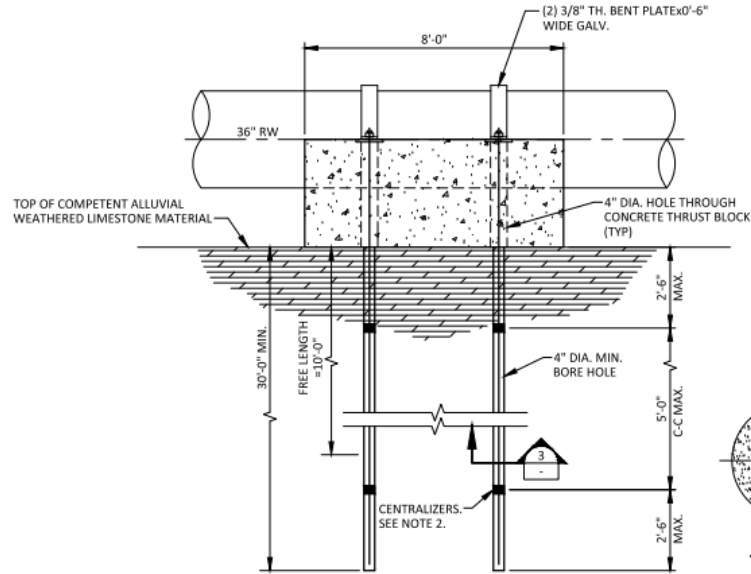
BCRUA Raw Waterline Connections



BCRUA Raw Waterline Connection



BCRUA Raw Waterline Supports

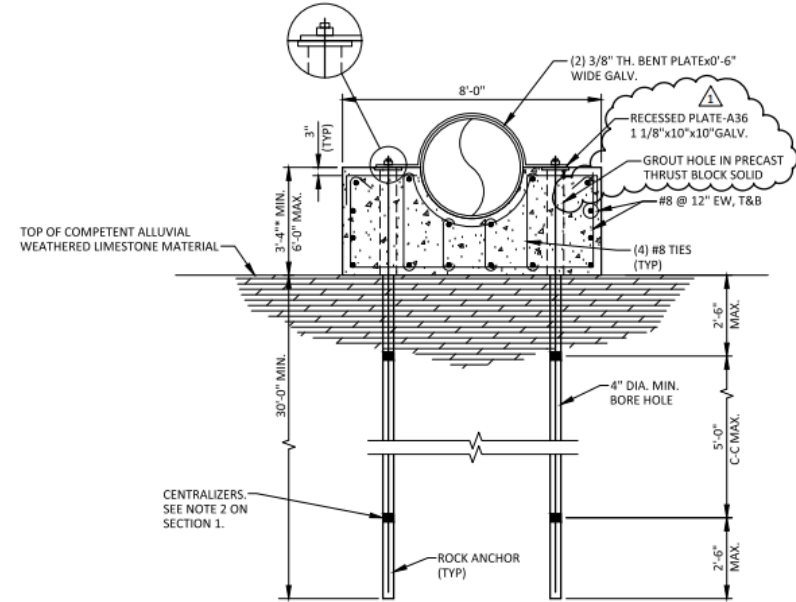
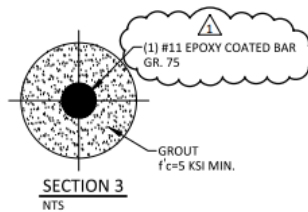


ROCK ANCHOR NOTES:

1. GROUT SHALL BE NEAT CEMENT GROUT WITH A MINIMUM UNCONFINED COMPRESSIVE STRENGTH OF 5,000 PSI AT 28 DAYS.
2. CENTRALIZERS SHALL BE LOCATED 2'-6" FROM THE TOP AND BOTTOM OF THE BAR, AND SHALL HAVE A MAXIMUM SPACING OF 5'-0" C-C FOR THE REST OF THE BAR LENGTH. THE CENTRALIZER SHALL BE NON-DELETRIOUS TO THE GROUT, AND WOOD IS STRICTLY PROHIBITED.
3. ROCK ANCHORS HAVE BEEN DESIGNED TO ALLOW 0.02" OF CORROSION AROUND THE BAR OVER A 25 YEAR PERIOD IN COMMON, FRESH WATER.

SECTION

3/8" = 1'-0"



NOTE:

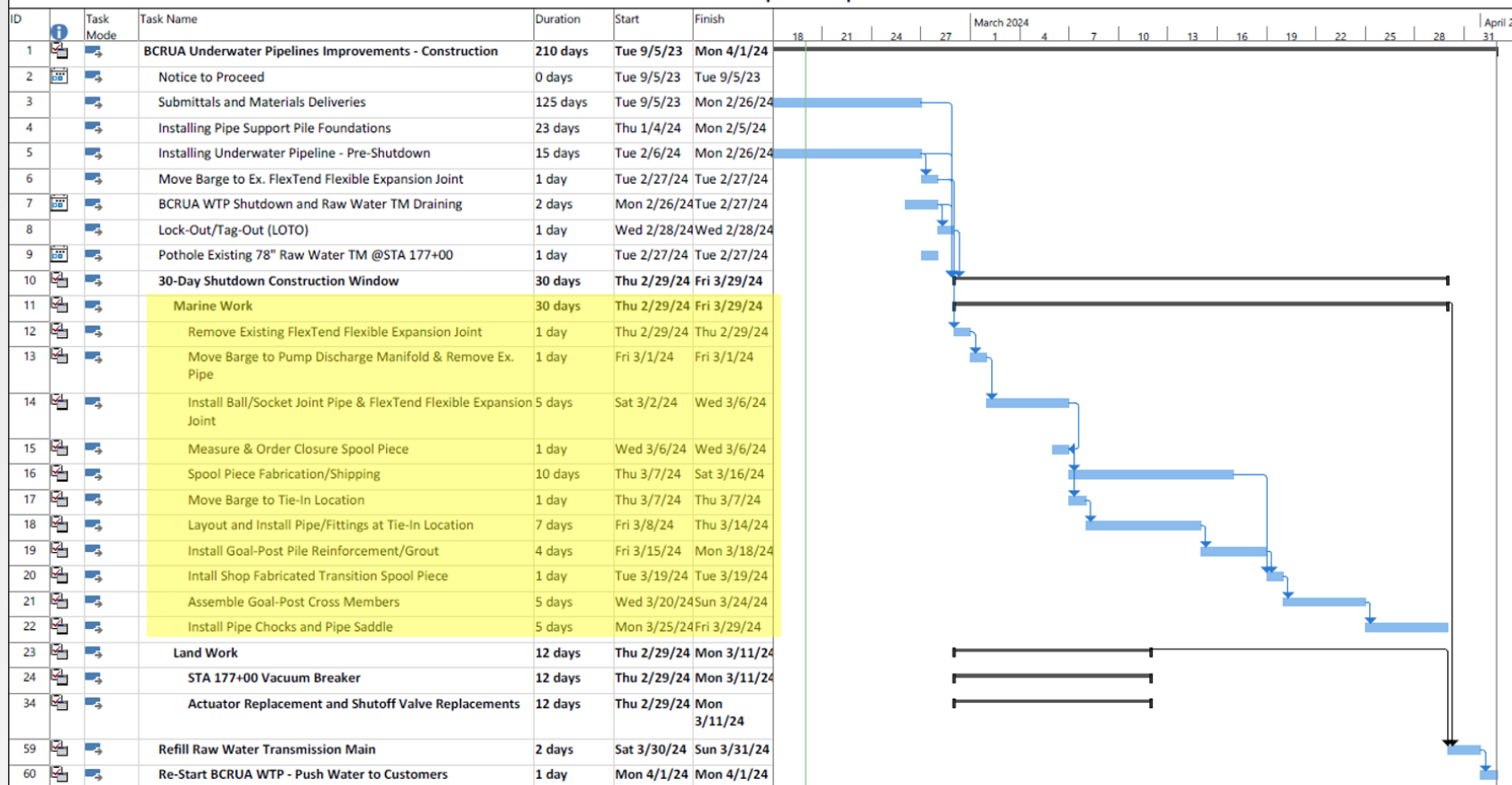
1. * INDICATES DIMENSION SHALL BE VERIFIED AFTER SITE SURVEY IS COMPLETED.

SECTION

3/8" = 1'-0"



BCRUA Underwater Pipeline Improvements



Phase 4

Other communications

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

LEANDER WATER CUSTOMERS

MONDAY, FEB. 12 TO APRIL 1*

**OUTDOOR
WATERING
PROHIBITED**

PHASE 4 CONSERVATION IN EFFECT

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

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



City of
Leander

LEARN MORE:

leandertx.gov/repair

Hazards / Threats

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

Current Actions

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

Phase 4

Emergency Alert Monday, Feb. 26

BCRUA water treatment plant shut down for repairs

 City of Leander ALERT <noreply@everbridge.net>
To Michael Neu
Retention Policy: Purge over 5.5 years (5 years, 6 months)

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.

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

02/26/2024 — The Brushy Creek Regional Utility Authority (BCRUA) water treatment plant was shut down Monday morning to allow contractors to prepare replacing about 1,400 feet of underwater pipeline. Intensive construction work on the pipeline is scheduled to start Wednesday, Feb. 28. The pipeline transports raw water from Lake Travis to the BCRUA treatment plant, which is Leander's primary source for potable water.

Leander water customers should turn off irrigation systems and limit all nonessential water use as required by the City's [Phase 4 water conservation measures](#). The plant shutdown will reduce Leander's overall water treatment capacity from about 24 million gallons per day (MGD) to 9 MGD. During construction, Leander will rely on its smaller Sandy Creek plant for treated water. If water demand exceeds 9 MGD for 2-3 days or more, consumption could create low pressures in Leander's water system and potentially necessitate a boil water notice for all customers.

For more Phase 4 information, please go to www.leandertx.gov/water.

Monday 11:20 AM

The City of Leander's regional water plant is now shut down for pipeline repairs.... <https://evb.gg/n#pfpppk2nfhb/0dp34m68> or Reply with YES to confirm receipt.



Phase 4

Enforcement

Water Conservation Task Force

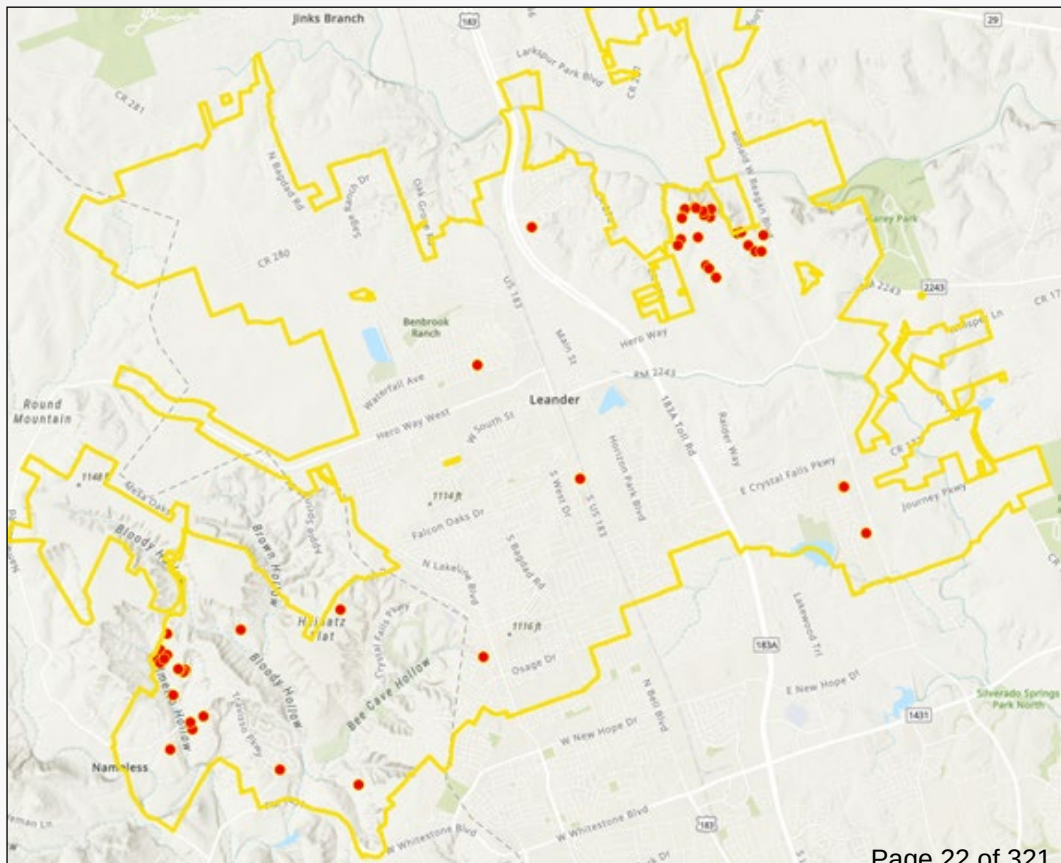
Code Enforcement, Fire Marshal's Office, Public Works

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

47 violations as of Feb. 26

Properties surveyed from 3-8 a.m.

Date	Violations (1st)	(2nd)
2.12-19	4	1
2.19-26	42	0
2.26 – 3.4		
3.4-11		
3.11-18		
3.18-25		
3.25 – 4.1		
4.1-8		



Phase 4

Website, social media

Home » Departments » Public Works » Notice to Rancho Sienna, Lively Ranch water customers

Notice to Rancho Sienna, Lively Ranch water customers

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

BCRUA pipeline repair, shutdown expected in March

Starting Wednesday, Feb. 28, contractors for the Brushy Creek Regional Utility

Authority (BCRUA) pipeline repair, shutdown expected in March

Phase 4 water conservation in effect

02/26/2024 — The Brushy Creek Regional Utility Authority (BCRUA) water treatment plant was shut down Monday morning to allow contractors to prepare replacing about 1,400 feet of underwater pipeline. Intensive construction work on the pipeline is scheduled to start Wednesday, Feb. 28. The plant shutdown will reduce Leander's overall water treatment capacity from about 24 million gallons per day (MGD) to 9 MGD. [read more](#)

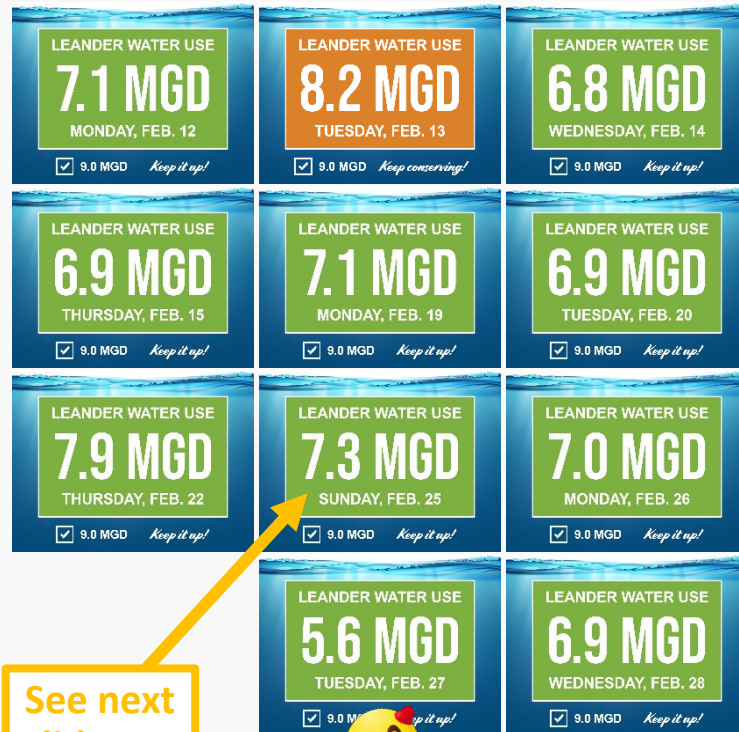
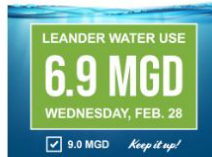
02/12/2024 — City of Leander has moved to Phase 4 water conservation (water emergency), which prohibits all outdoor watering, including hand held. Leander water customers should turn off irrigation systems and limit other nonessential uses until further notice.

Phase 4 water conservation guide

Everyday water uses like drinking, bathing, and washing clothes and dishes are still allowed. However, all other nonessential water uses should be reduced as much as possible to keep water demands low. Questions? View frequently asked questions below or [contact us](#).

BCRUA pipeline

Phase 4 is needed because contractors for the Brushy Creek Regional Utility Authority (BCRUA) will begin replacing approximately 1,400 feet of 36-inch underwater pipeline used to convey raw water from Lake Travis to the BCRUA water treatment plant, Leander's primary source for potable water. The project begins Wednesday, Feb. 28 and is expected to be completed by the first week of April.

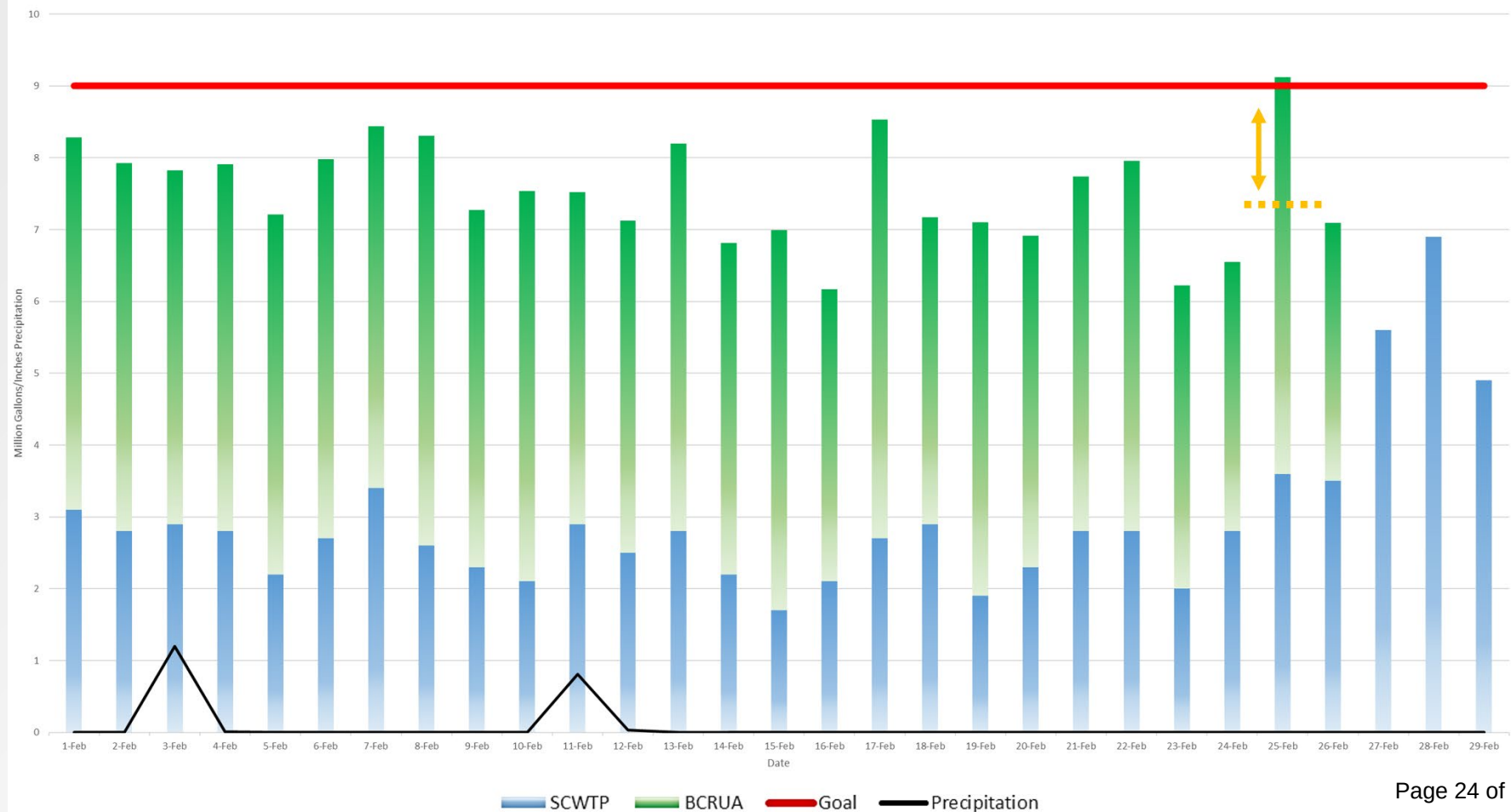


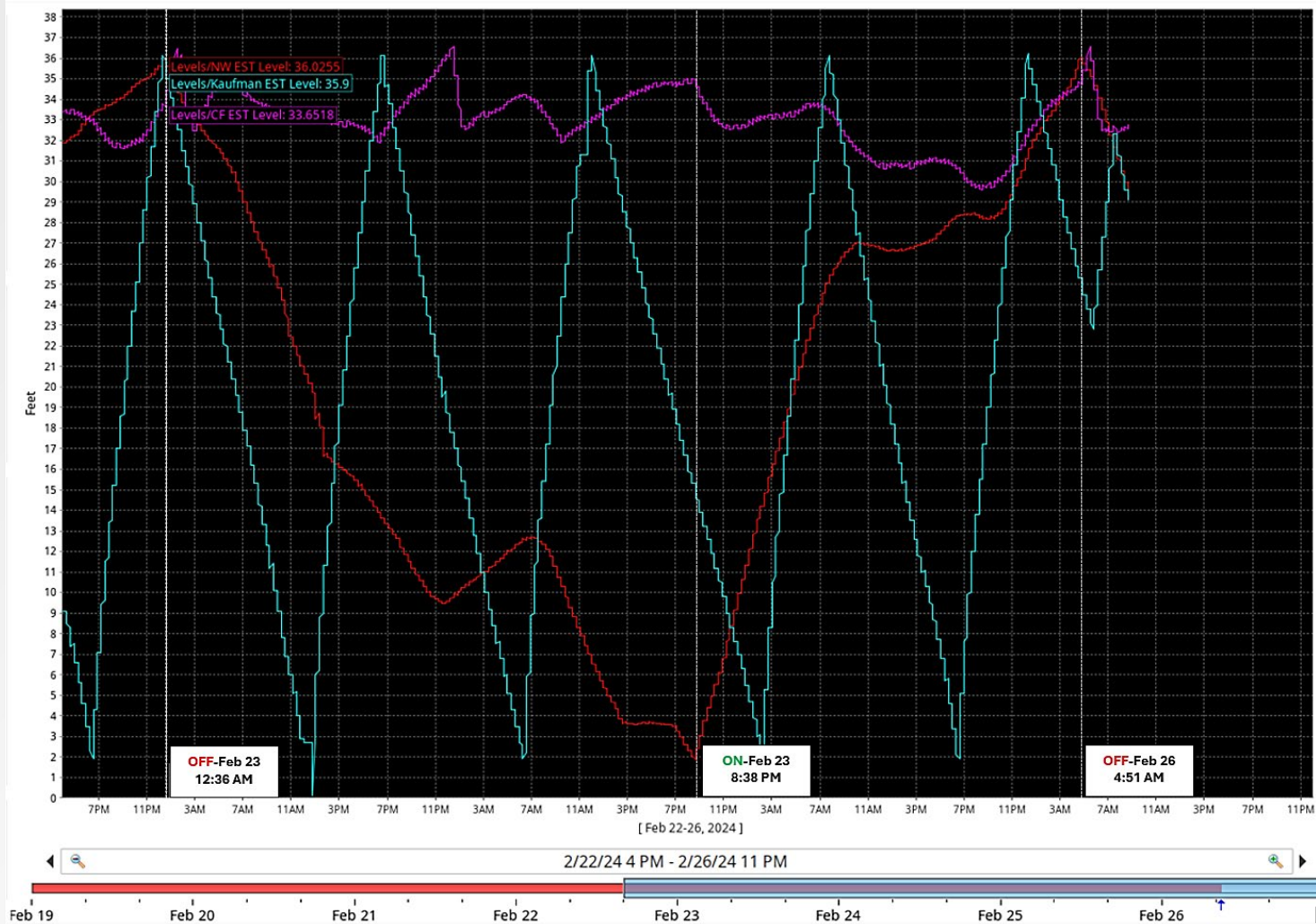
See next slide



Water Usage, Temperature, & Precipitation

(February 2024)





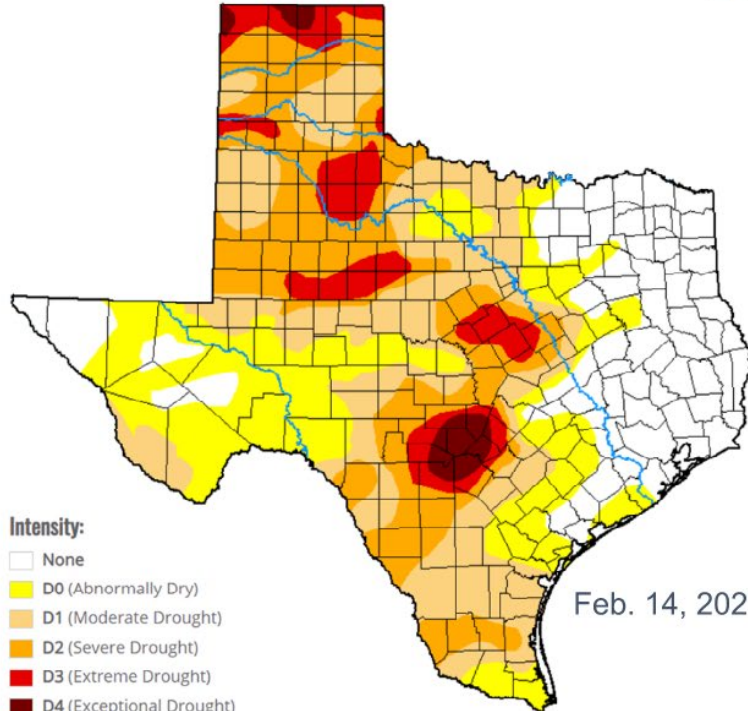
U.S. Drought Monitor Texas

The Drought Monitor focuses on broad-scale conditions. Local conditions may vary. For more information on the Drought Monitor, go to <https://droughtmonitor.unl.edu/About.aspx>

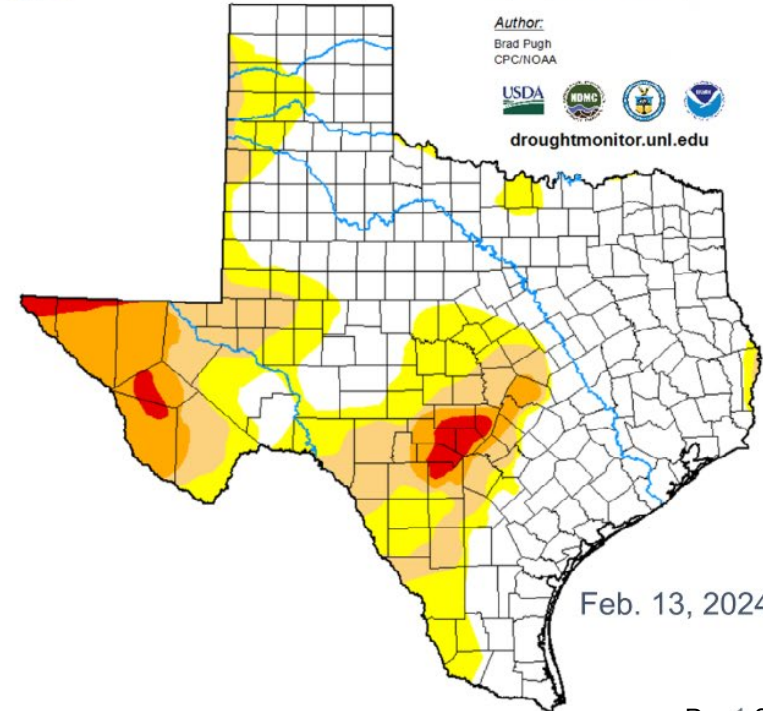
Author:
Brad Pugh
CPC/NOAA



droughtmonitor.unl.edu



Feb. 14, 2023

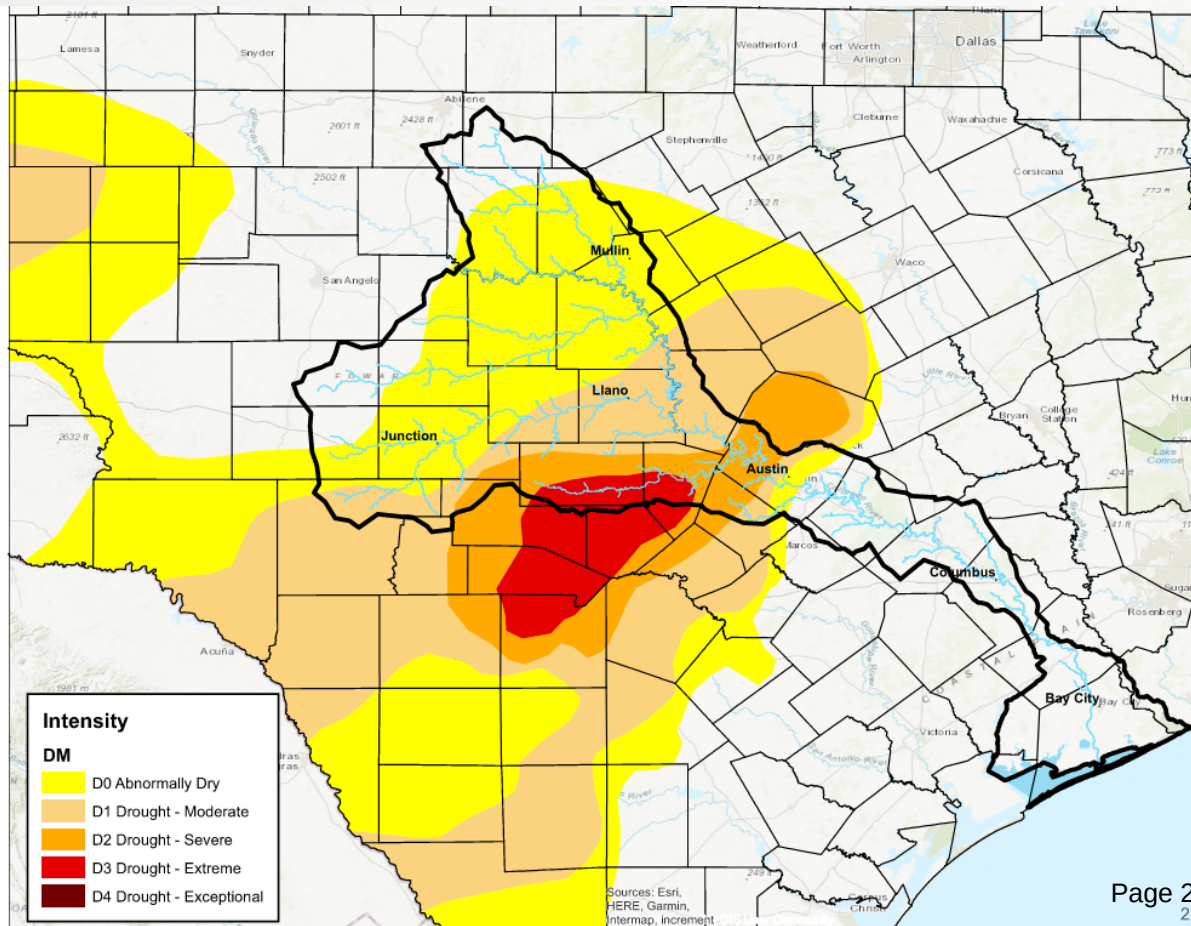


Feb. 13, 2024

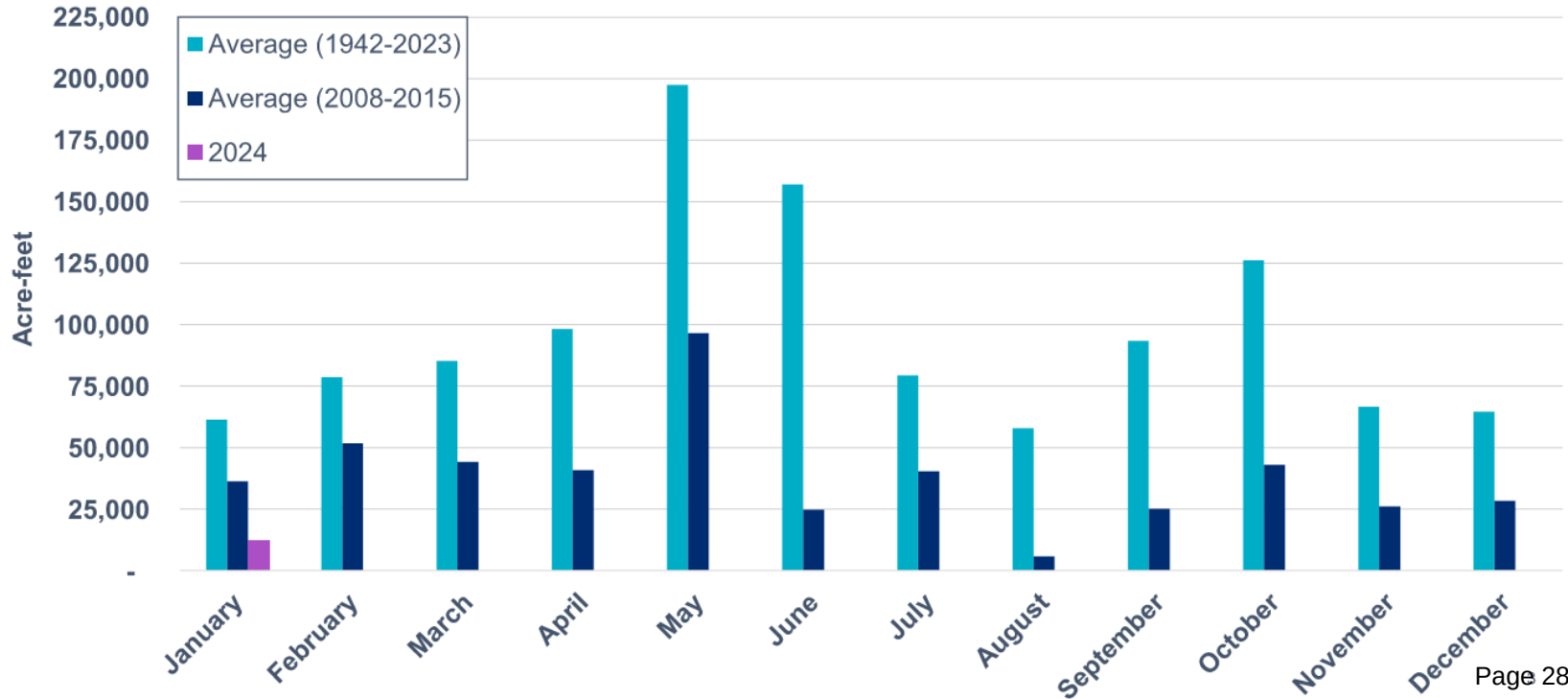
U.S. Drought Monitor

Lower Colorado River Basin

As of Feb. 13, 2024

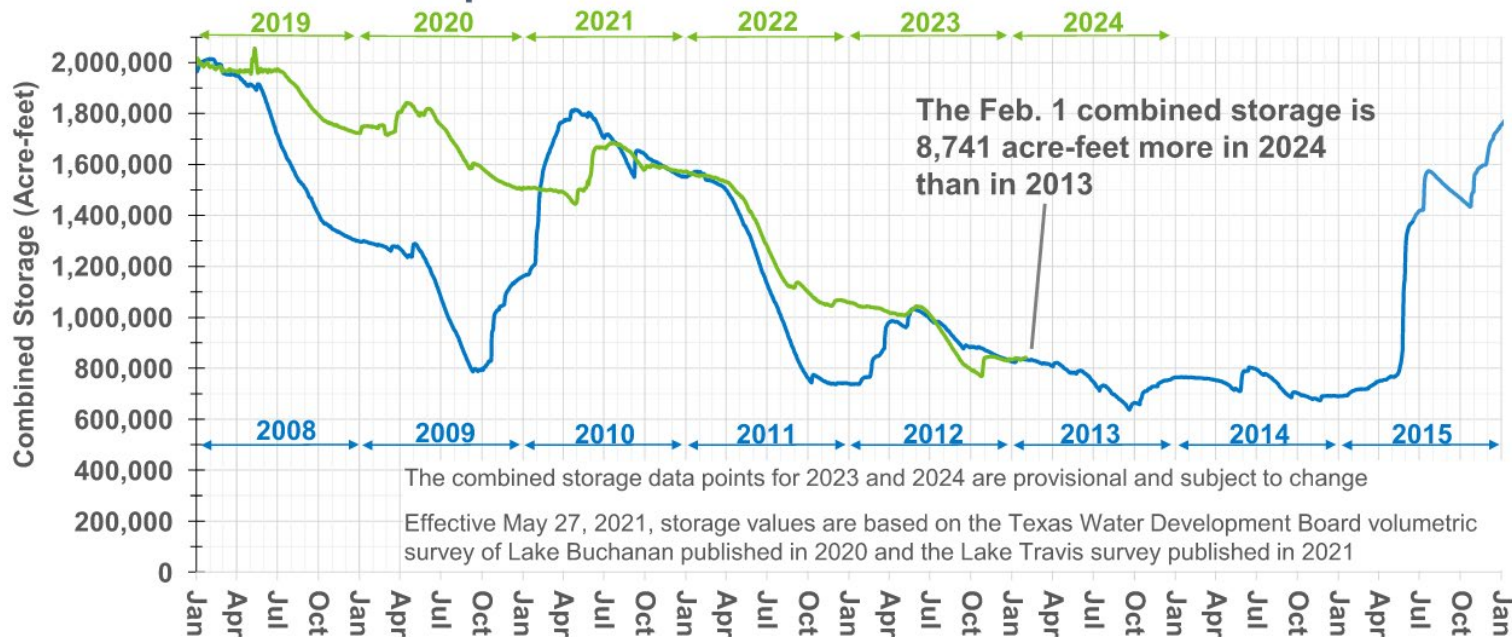


Water Flowing Into Lakes Buchanan and Travis



Combined Storage of Lakes Buchanan and Travis

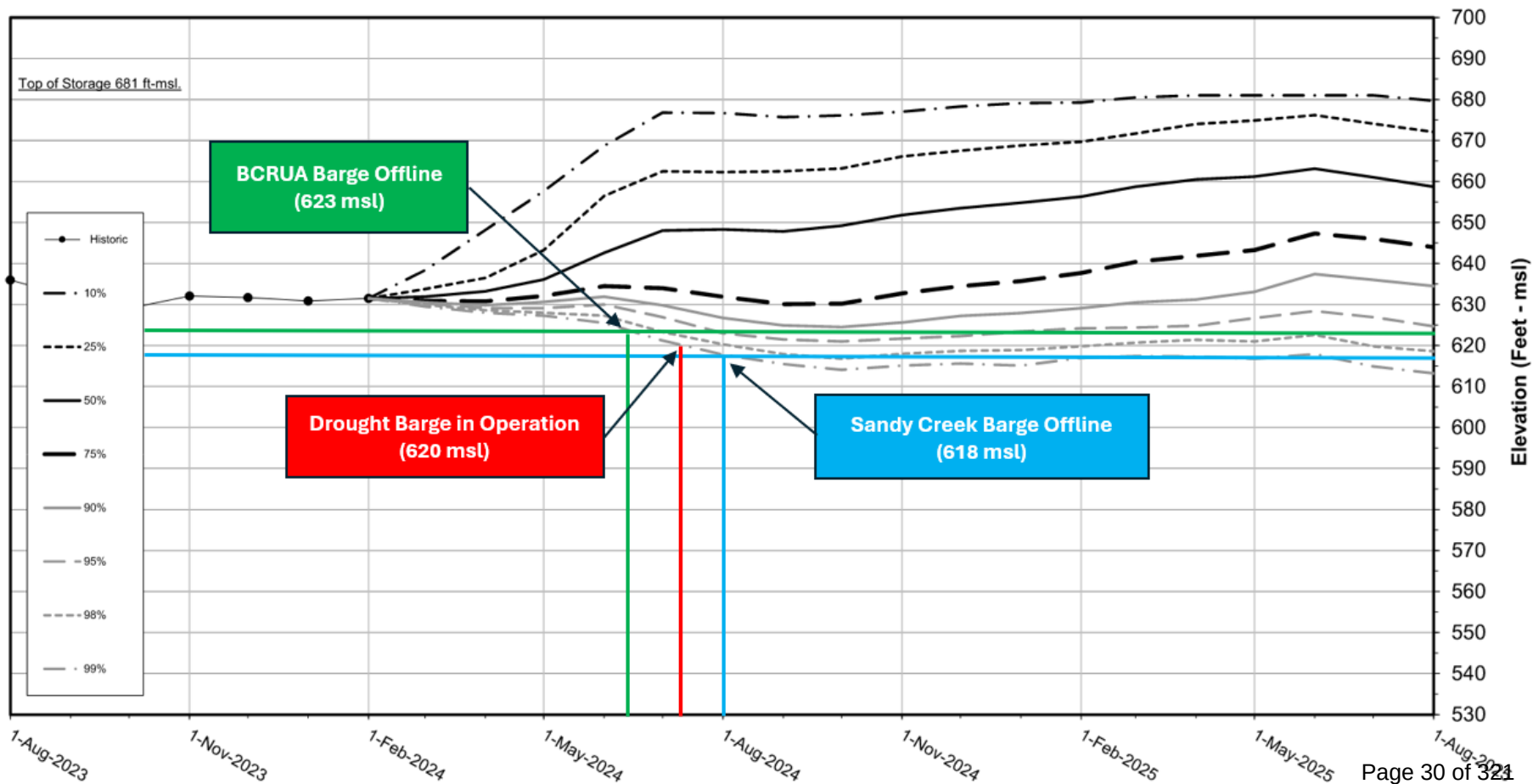
Comparison of 2019-2024 and 2008-2015



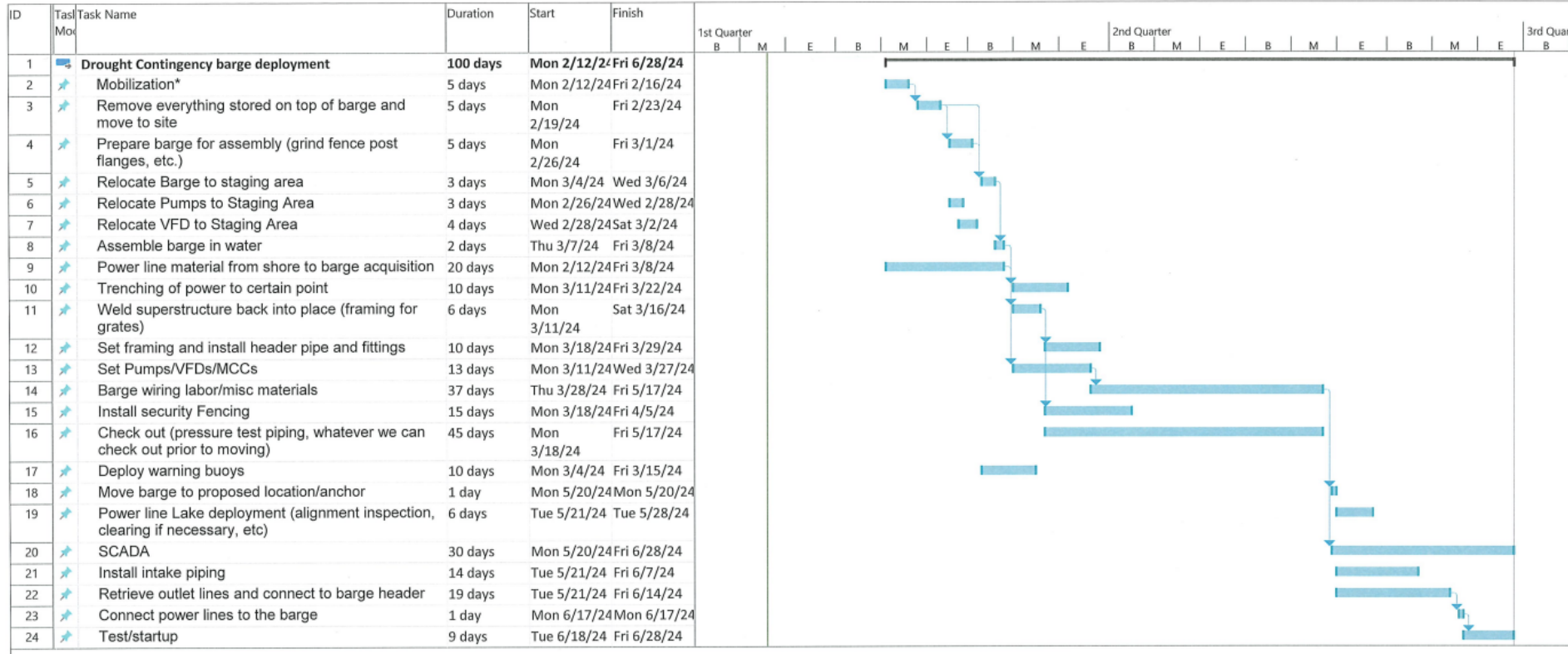
Lake Travis Long Range Elevation Forecast

Projections of Constant Future Likelihood for Lake Elevation Exceedence

Projected Demands and 2020 WMP



Emergency Barge Construction Timeline



Emergency Barge Funding & Treatment Allocation

Interlocal Agreement with Cedar Park approved May 2023

- Emergency barge provides 30 MGD raw water
 - \$5.6 million estimated cost
- Cedar Park 21 MGD Leander 9 MGD**
Cedar Park 70% Leander 30%

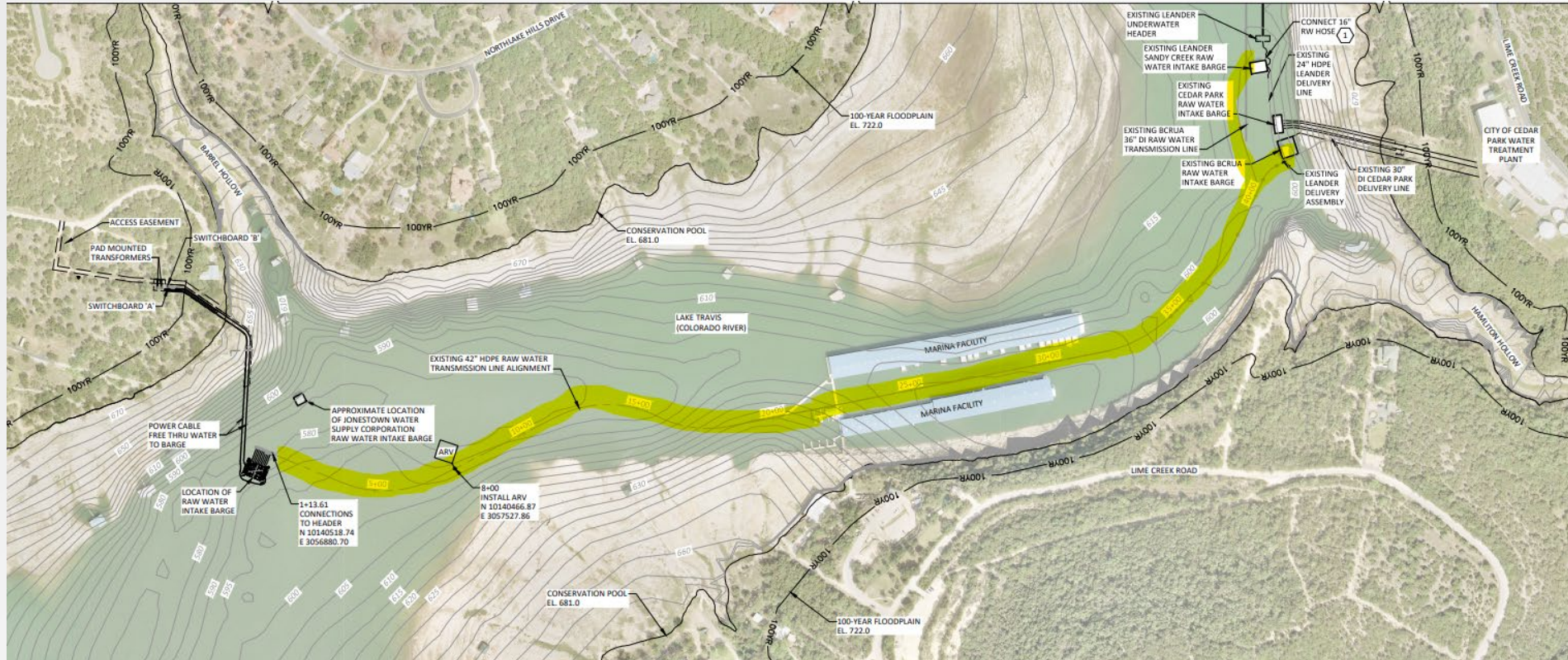
City of Cedar Park and City of Leander Drought Contingency Project

Description	Estimated Cost	Cedar Park Cost Allocation ¹	Leander Cost Allocation ²
Easements	Defined in Exhibit B - Easements		
Engineering Services			
Design Services	\$508,781	\$356,147	\$152,634
Bid and Construction Phase Services	\$600,000	\$420,000	\$180,000
Construction Contract and Owner Procured Equipment and Services	\$4,500,000	\$3,150,000	\$1,350,000
Grand Total	\$5,608,781	\$3,926,147	\$1,682,634

¹ Cedar Park Reserved Capacity - 70%

² Leander Reserved Capacity - 30%

Emergency Barge Operations



Emergency Barge Operations



Emergency Barge Operations





EXECUTIVE SUMMARY
3/7/2024

AGENDA SUBJECT:

Approval of the minutes for meetings held on February 12, 2024 and February 15, 2024.

BACKGROUND:

Attached are the minutes for the special meeting held on February 12, 2024 and the regular meeting held on February 15, 2024.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Dara Crabtree, City Secretary

Fiscal Impact

Attachments:

1. Draft Minutes 02.12.2024
2. Draft Minutes 02.15.2024



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Monday, February 12, 2024
Special Meeting at 1:30 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

SPECIAL MEETING – CONVENE AT 1:30 PM

1. Open Meeting.

Opened meeting at 1:31 p.m.
2. Roll Call.

Roll Call reflected all present.
3. Convene into Executive Session pursuant to Section 551.074, Texas Government Code, to discuss or deliberate the appointment, employment and duties of a public officer or employee: City Manager search.

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

Convened into Executive Session at 1:32 p.m.; reconvened into open session at 6:50 p.m.

No action was taken.
4. Adjournment

Adjourned at 6:50 p.m.

APPROVED

MAYOR

ATTEST:

CITY SECRETARY



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

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



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

BRIEFING WORKSHOP - CONVENE AT 6:00 PM

1. Open Meeting.

Opened meeting at 6:03 p.m.

2. Roll Call.

Roll call reflected all present.

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

Discussion included: pipe materials; current progress; facilities affected; pipeline replacement; temporary conditions; response measures; water conservation communications for Phase 4 - emergency alerts, message boards at city gateways; signs, tags and mailers, website and social media, broadcast, print media, other communications, enforcement, contingency planning; Summer 2024 brainstorming campaign themes; contingent activities; and beyond 2024.

Briefing workshop adjourned at 6:56 p.m.

REGULAR MEETING – CONVENE AT 7:00 PM

4. Open Meeting, Invocation and Pledges of Allegiance.

Opened meeting at 7:05 p.m.; Rabbi Cantor Marie Betcher provided the invocation; and Mayor Christine DeLisle led the pledges of allegiance.

5. Roll Call.

Roll call reflected all present.

6. Public comments on items not listed in the agenda.

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

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

Chris King and Gene Davenport, 1953 CR 262, Georgetown - VFW presented \$500.00 to Community Services Division of the Leander Police Department.

Piper Nelson, 3206 Harris Park Avenue, Austin - spoke on I live here give here and Amplify Wilco Day March 6 and 7.

7. Proclamations/Recognitions/Visitors

- American Heart Month (February)

8. Leander History

Presentation included Leander snow days 1920's.

9. Receive presentation from Don Tracy regarding Central Texas Learning Festival.

Presentation included building a culture of learning; vision and mission; objective; festival schedule; inspiration; learning experiences; social media; and next steps.

10. Update on grant writing services.

Update included November 2023 meeting with grant services consultant; hybrid approach; federal agencies' interpretation of existing laws; options available to pursue; and next steps.

CONSENT AGENDA: ACTION

Motion: Approve consent agenda items 11 through 25.

By: David McDonald

Seconded: Esme Mattke Longoria

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

No: None

Abstain: None

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

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

Aprobacion de una ordenanza para ordenar y establecer procedimientos para la eleccion general de 2024 en la ciudad de Leander para elegir a los miembros del consejo para las oficinas celebradas por el Alcalde, el Lugar 2, el Lugar 4 y el Lugar 6, proporcionando la noticia de la eleccion, porporcionando

precinto electoral y lugar de votacion; proveyendo para el voto temprano, proporcionando una fecha de vigencia y clausula de reuniones abiertos, proporcionando al Gerente de la Ciudad para ejecutar cualquiera y todos los documentos necesarios; y proporcionando materiales relacionados.

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

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

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

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

15. Approval of a Memorandum of Understanding Number 1 for the Northline Development; and authorize the Interim City Manager to execute any and all necessary documents.
16. Approval of purchase of library materials from Brodart Company utilizing Texas Smart Buy Contract 715-M2 in the amount of \$102,000.00 for the term of the Smart Buy contract expiring October 31, 2024; and authorize the Interim City Manager to execute any and all necessary documents.
17. Approval of Purchasing Agreement L00327 between the City of Leander, Texas, and the Brandt Companies, LLC for the purchase of mechanical, electrical, and plumbing maintenance, replacement, and repair services through Choice Partners Contract 22/049MF-15 in an amount not to exceed \$311,000.00 for the term of the contract expiring September 20, 2026; providing for an effective date; and authorize the Interim City Manager to execute any and all necessary documents.
18. Approval of Purchasing Agreement L00328 between the City of Leander, Texas, and Axon Enterprise, Inc. for the purchase of body cameras and associated services for the Fire Department through BuyBoard Contract 648-21 in the amount of \$59,472.80 for the term of contract expiring February 14, 2029; providing for an effective date; and authorize the Interim City Manager to execute any and all necessary documents.

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

PUBLIC HEARING: ACTION

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

REGULAR AGENDA

27. Discuss and consider action on the Second Reading of an Ordinance regarding Zoning Case Z-23-0093 to amend the current zoning of LC-2-B (Local Commercial) to adopt the Bagdad Plaza Market Minor PUD (Planned Unit Development) with the base zoning district of LC-2-A (Local Commercial) and Development Agreement Case DA-23-0015 on one (1) parcel of land approximately 2.81 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R594078; and legally described as Lot 1, Block A of the Bagdad Plaza LLC Subdivision, Leander Williamson County, Texas.

Motion: Approve Ordinance regarding Zoning Case Z-23-0093, following a discussion.
By: Christine DeLisle

Seconded: Esme Mattke Longoria

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

No: Chris Czernek

Abstain: None

28. Discuss and consider action regarding Ordinance Case OR-24-0013 to amend the Noise Ordinance to adopt updates to the ordinance, and to provide for related matters; Williamson and Travis Counties, Texas.

Motion: Approve Ordinance regarding Ordinance Case OR-24-0013, following a discussion.

By: Christine DeLisle

Seconded: David McDonald

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

No: None

Abstain: None

29. Discuss and consider action on a Resolution directing publication of Notice of Public Hearing and Intention to Issue Combination Tax and Revenue Certificates of Obligation for water and wastewater utility improvements.

Motion: Approve Resolution direction publication of Notice of Public Hearing and intention to issue Combination Tax Revenue Certificates of Obligation for water and wastewater improvements.

By: Chris Czernek

Seconded: Christine DeLisle

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

No: None

Abstain: None

30. Discuss and consider action on Resolution directing publication of Notice of Public Hearing and Intention to Issue Combination Tax and Revenue Certificates of Obligation (transportation-related improvements).

Motion: Approve Resolution direction publication of Notice of Public Hearing and intention to issue Combination Tax Revenue Certificates of Obligation for transportation related improvements.

By: David McDonald

Seconded: Esme Mattke Longoria

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

No: None

Abstain: None

31. Discuss and consider action on a Resolution directing publication of Notice of Public Hearing and Intention to Issue Combination Tax and Revenue Certificates of Obligation for Refunding Combination Tax and Revenue Certificates of Obligation, Series 2015.

Motion: Approve Resolution directing publication of Notice of Public Hearing and intention to issue refunding bonds.

By: Kathryn Pantalion-Parker
Seconded: Becki Ross

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

No: None

Abstain: None

32. Discuss and consider action on accepting the Strategic Planning Session final report held on January 26, 2024 and adopting Council Core Values.

Motion: Accept Strategic Planning Session final report and adopt Council Core Values.

By: Esme Mattke Longoria

Seconded: Na'Cole Thompson

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

No: None

Abstain: None

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

None.

34. Council Member Closing Statements. Kathryn Pantalion-Parker - commented on Texas Independence Day; and Expo on Friday.

Esme Mattke Longoria - commented on upcoming baseball and softball opening ceremonies.

Chris Czernek - commented on this was an exciting time of year; thanked staff for strategic planning session; and moving the city forward.

Becki Ross - wished her sister happy birthday.

Christine DeLisle - stated dinner came from Jardine's; reminded everyone to shop locally; and to conserve water.

35. Convene into Executive Session pursuant to:

1. Section 551.071, Texas Government Code, and Rule 1.05, Texas Disciplinary Rules of Professional Conduct, to consult with legal counsel regarding Construction Contract between Northline Leander Development Company and The City of Leander and DeNucci Constructors - Northline - Phase 1 and related performance and maintenance bonds; and
2. Section 551.071, Texas Government Code, and Section 1.05 Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding Lakewood Park project; and
3. Section 551.071, Texas Government Code, and Section 1305, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding Public Utilities Commission Docket No. 53063, petition by outside city ratepayers appealing the water rates established by the City of Leander, Texas; and
4. Section 551.071 and 551.087, Texas Government Code, Section 1.05, Texas Disciplinary Rules of Professional Conduct, deliberate proposed economic development incentives for one or more business prospects that the governmental body seeks to have locate, stay, or expand in or near

- the territory of the governmental body is conducting economic development negotiations regarding Project EDA-24-001 and Leander Springs; and
5. Section 551.071, Texas Government Code, and Rule 1.05, Texas Disciplinary Rules of Professional Conduct, to consult with legal counsel regarding Northline PUD Development Agreement and Reimbursements; and
 6. Section 551.074, Texas Government Code, to discuss or deliberate the appointment, employment and duties of a public officer or employee: City Manager search; and
 7. Section 551.074, Texas Government Code to discuss Interim City Manager assignments and duties.

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

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

Convened into Executive Session at 8:21 p.m.; reconvened into open session at 9:47 p.m.

Item 1. No action.

Item 2. No action.

Item 3. Pulled from the agenda.

Item 4. No action.

Item 5. No action.

Item 6. No action.

Item 7. No action.

36. Adjournment

Adjourned at 9:48 p.m.

APPROVED

MAYOR

ATTEST:

CITY SECRETARY



EXECUTIVE SUMMARY
3/7/2024

AGENDA SUBJECT:

Approval of a License Agreement by and between Capital Metropolitan Transportation Authority and the City of Leander for use of rail right-of-way for Wastewater Collection System Lift Station Improvements Phase 1, Lift Station No. 2 (CIP WW.44); and authorize the Interim City Manager to execute any and all necessary documents.

BACKGROUND:

City of Leander Capital Improvement Project Wastewater Collection System Lift Station Improvements Phase 1, Lift Station #2 (CIP WW.44) includes installation of new upsized wastewater Lift Station #2 and a new 18-inch force main to connect to the existing 21-inch gravity along RM 2243. A portion of the force main needed for this project is in CapMetro's right-of-way, and CapMetro requires a license agreement for occupancy of its right-of-way. This license agreement will allow the City to install and maintain one (1) 18-inch force main PVC Pipe encased within a 32-inch steel pipe casing buried fourteen (14) feet below the grade of the Licensor's rail. The attached project location map shows the project layout and rail crossing area. The City will pay annual license fees as noted in Article I, paragraph D (Term and License Fees) of the License Agreement.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff respectfully request approval of a license to use the rail right-of-way between Capital Metropolitan Transportation Authority (Licensor) and the City of Leander (Licensee) for Wastewater Collection System Lift Station Improvements Phase 1, Lift Station #2 project (CIP WW.44).

PRESENTER:

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

Fiscal Impact

Amount requested:

Year 1: \$2,500.00 and future years as noted in the Annual Fee Chart shown in License Agreement Article I, Paragraph D 1. Term and License Fees.

Approved in current budget (Yes / No):

No

Expenditure (New / Amended):

New

Recurring or one-time:

Recurring

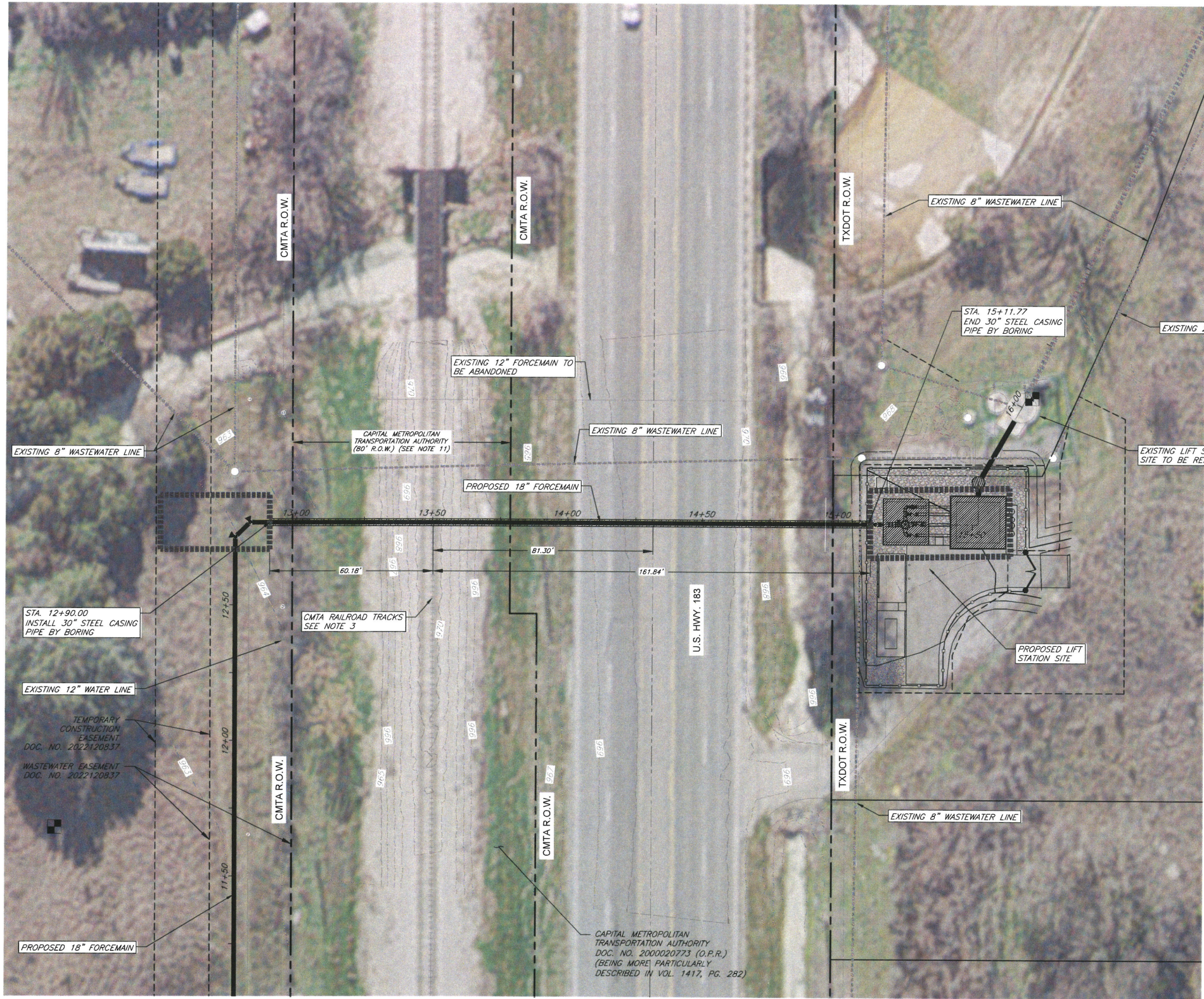
Fund source (Operating / Utility / etc.):

Utility

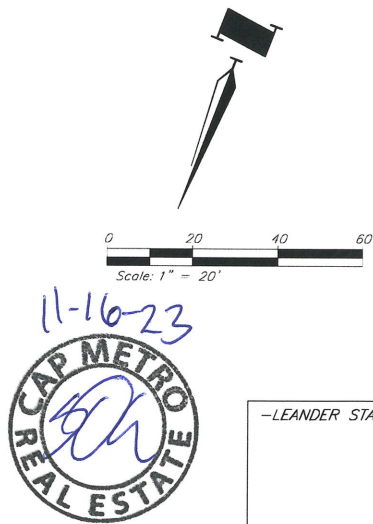
Attachments:

1. Project Location Map
2. License Agreement & Exhibits

G:\14845\Civil 3D\Production Drawings\14845\Phase 1\Station Plans\Phase 1\Station Plans\14845\2802.dwg Layout: CapMetro Location Map -- Thursday August 10, 2023, 10:18am -- Copyright 2023, George Butler Associates, Inc.



- NOTES
- EXISTING UTILITY LOCATIONS SHOWN HEREON ARE APPROXIMATE. CONTRACTOR IS TO VERIFY LOCATIONS OF ALL EXISTING UTILITY LINES PRIOR TO COMMENCING WORK.
 - CONTRACTOR'S ACTIVITIES SHALL BE CONFINED TO RIGHTS-OF-WAY AND EASEMENTS.
 - THE PROPOSED FORCEMAIN WILL CROSS THE CMTA RAILROAD TRACKS BETWEEN MILEPOST 85.9 AND MILEPOST 86 OR AT APPROXIMATELY 81' EAST OF THE CENTERLINE OF U.S. HIGHWAY 183.
 - SEE SAFETY NOTES FOR DESIGN AND CONSTRUCTION OF ANY INFRASTRUCTURE WITHIN RAILROAD RIGHT OF WAY ON SHEET 35 FOR ALL WORK PERFORMED WITHIN CMTA RIGHT OF WAY.



PROPOSED FACILITY FOR:

WASTEWATER COLLECTION SYSTEM

PHASE 1 LIFT STATION #2 IMPROVEMENTS CIP WW.44

CITY OF LEANDER

WILLIAMSON COUNTY, LEANDER, TEXAS



REVISION

PROJECT NUMBER

14845.00

DATE

08/08/2023

DESIGNED

RJH

DRAWN

VDI

REVIEWED

FTP

SHEET TITLE

CapMetro Enlarged
Crossing View

SHEET NUMBER

36 Of 38

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2023

**LICENSE TO USE
RAIL RIGHT OF WAY
(Government Entity)**

This License Agreement (“Agreement”), is made by and between Capital Metropolitan Transportation Authority (“Licensor”), a political subdivision of the State of Texas organized and existing under Chapter 451, Texas Transportation Code, whose address is 2910 E. 5th Street, Austin, Texas 78702 and City of Leander, a home ruled municipal corporation (“Licensee”), whose address is 200 West Willis Street, Leander, Texas 78641 (each a “Party”, and collectively, the “Parties”).

I. General Terms and Conditions

In consideration of the mutual promises, covenants, obligations, and benefits contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions stated herein as evidenced by the signatures of their respective duly authorized representatives below.

A. Premises

Licensor purchased from the City of Austin approximately 162 miles of railroad right-of-way including the track, track support structures, and the real property in the counties of Bastrop, Burnet, Lee, Llano, Travis, and Williamson, Texas by Deed dated May 20, 1998 recorded in Volume 13187, Page 3118 of the Real Property Records of Travis County, Texas, as more particularly described therein (“Deed”). The track, track support structures and the real property are collectively referred to herein as the “Giddings-Llano Line”.

B. License Grant & Use

1. Licensor, subject to the conditions, limitations, and reservations hereinafter set forth, hereby grants to Licensee the right to use that portion of the Giddings-Llano Line in Leander, Williamson County, Texas, located 975.29-feet south of the centerline of Sonny Drive at Latitude 30°34'17.44"N, Longitude 97°50'58.31"W and Mile Post 85.93 (“Licensed Property”).
2. Licensee is permitted to install and maintain one (1) 18-inch PVC Pipe, encased within 32-inch steel pipe casing, buried 14-feet below grade of Licensor’s rail (“Facility”).
3. Licensee shall use the Licensed Property solely for installing, operating, and maintaining the Facility in strict compliance with all federal, state, municipality and other governmental regulations and no other purpose.
4. Licensee shall install the Facility within the Licensed Property, at its sole expense, in a manner and at such times which are satisfactory to Licensor. Licensee agrees that the Facility will be designed and constructed in accordance with the submitted plans and profile more fully described in the attached and incorporated herein as **Exhibit “A”**. Licensee shall not locate any new ground facilities or subterranean facilities within the Licensed Property. No equipment, vehicles, material

or supplies will be stored on the Licensed Property or on any portion of the Giddings-Llano Line overnight or on weekends.

5. Licensee shall not perform any installation or other work on the Giddings-Llano Line or the property of Licensor without: (i) submitting the required applications, (ii) paying all required fees, (iii) obtaining a permit issued by Licensor to commence construction of the Facility, (iv) where necessary, pay to have present at the time of construction, Licensor personnel or contractors designated by Licensor to oversee the construction activities (“RWIC”) at the rates set at the time of construction; and, (v) any other administrative fees charged by Licensor.
6. All improvements contemplated under this Agreement shall be at Licensee's sole expense and Licensee shall maintain the Licensed Property and the Facility in a good and safe condition at all times. All licenses, permits or other fees payable to a governmental authority shall be the sole responsibility of Licensee.
7. Licensee shall furnish, install, and maintain, at its sole expense, in a manner satisfactory to Licensor, any signs as are recommended and approved by Licensor to adequately mark the location of Licensee's use of the property of Licensor.
8. In the event Licensee fails to install or maintain the Facility, including all required signage, in a good and safe condition, Licensor reserves the right to perform the required work at Licensee's expense.
9. Licensee shall obtain and maintain all of the certificates, permits and other approvals, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality (collectively, the “Governmental Approvals”) which may be required by any federal, state or local authorities for the location, installation, maintenance or operation of the Facility on the Licensed Property. Licensee shall furnish satisfactory evidence of compliance upon request by Licensor.
10. Licensee will pay all application fees, permitting fees, RWIC charges and other fees charged by Licensor in connection with this Agreement.
11. If an emergency situation arises during construction or any maintenance of the Facility, Licensee shall immediately notify Licensor's Railroad Department by telephone at (512) 997-0010, and then proceed to take only those actions necessary to return the property of Licensor to a safe condition, unless otherwise directed by Licensor.

C. This Agreement is subject and subordinate to:

1. Licensor's mass transit rights, obligations, duties, use, plans and operations;
2. The authority of the Federal Transit Administration and the requirements of any federal grants obtained by Licensor in connection with its acquisition of the Giddings-Llano Line;
3. The regulations and directives of the Federal Railroad Administration;
4. Any rail freight services contract, rail freight operations, and passenger rail operations; and

5. All easements, restrictions, covenants, licenses, encumbrances, leases, conditions, liens and claims of title affecting the Giddings-Llano Line, including the prior rights of the City of Austin set forth in the Deed.

Licensor, and its agents, successors, and assigns, consistent with the rights herein granted, reserve the right to use the Giddings-Llano Line for any and all purposes not inconsistent with the rights granted to Licensee in this Agreement.

D. Term and License Fees

1. This Agreement shall have a term of forty (40) years from the Effective Date. Licensee shall, upon the Effective Date, and on or before the anniversary date of the Effective Date, of each succeeding year, thereafter, pay to Licensor an annual license fee ("Annual Fee", and collectively, "License Fees"). The initial Annual Fee is Two Thousand Five Hundred and No/100 Dollars (\$2,500.00). The Annual Fee will be increased by three and one-half percent (3.5%) every year thereafter. (See sample chart below).

Annual Fee Chart

Year One	\$2,500.00
Year Two	\$2,587.50
Year Three	\$2,678.06
Year Four	\$2,771.79
Year Five	\$2,868.81
Year Six	\$2,969.21
Year Seven	\$3,073.14
Year Eight	\$3,180.70
Year Nine	\$3,292.02
Year Ten	\$3,407.24

2. Provided Licensee is not in default under this Agreement, this Agreement will automatically renew on a year-to-year basis and the Annual Fee shall escalate three and one-half percent (3.5%) per year; provided, either party may terminate this Agreement upon written notice provided at least thirty (30) days' prior to the renewal date. Any unearned fees shall be prorated and refunded to Licensee.
3. Payment shall be made at the address on Page 1 to the attention of: Accounts Receivable. All moneys due and payable to Licensor under this Agreement that are not received by Licensor on or before ten (10) days after the date it was due, are subject to a late payment charge of five percent (5%) of the past due amount. All late charges are in addition to the amounts owed under this Agreement.
4. This Agreement may be terminated by Licensor at any time upon the occurrence of any of the following events, in its sole and absolute discretion:

- a. The location, installation, and operation of the Facility is not commenced within six (6) months from the Effective Date of this Agreement;
 - b. The Facility is abandoned by Licensee for more than thirty (30) days;
 - c. Licensee fails to perform or comply with any of the terms and provisions of this Agreement, after written notice to Licensee as provided in Paragraph I. H. Default (unless not required as expressly set forth therein);
 - d. Licensee fails to maintain the liability insurance coverage required by this Agreement;
 - e. Upon ninety (90) days' prior written notice from Licensor to Licensee.
5. This Agreement may be terminated by Licensee upon ninety (90) days' prior written notice from Licensee to Licensor.
 6. Licensee and Licensor agree that Licensee's use of the Licensed Property as contemplated in this Agreement interferes with the right of Licensor to use the Licensed Property for its intended purpose including, without limitation, by imposing additional expenses and administrative, technical and safety burdens on Licensor. Licensee agrees that the License Fees, application fees, permitting fees, RWIC charges, administrative fees, and any other charges payable under this Agreement are intended to compensate Licensor for such additional expenses and administrative, technical and safety burdens on Licensor.

E. Removal of All Licensee Improvements

Upon termination of the rights hereby granted, Licensee agrees, upon receipt of a written request from Licensor, to remove the Facility, to restore the Licensed Property to the same state and condition in which it existed prior to location and installation of the Facility, and to bear all expense thereof. Should Licensee in such event fail, neglect or refuse to so remove the Facility and restore the Licensed Property, such removal and restoration may be performed by Licensor at the expense of Licensee, and Licensee agrees to make full restitution and reimbursement to Licensor for such sum immediately upon demand.

F. Licensee Responsibilities

1. Licensee shall pay, in full, all persons who perform labor. Licensee will not allow any mechanic or material liens to be filed or enforced against the Giddings-Llano Line, the Licensed Property, or the property of Licensor for work done or materials furnished at Licensee's instance or request. If any such liens are filed thereon, Licensee agrees to immediately remove the same at Licensee's own cost and expense, without regard to the legal enforceability of such liens. Should Licensee fail, neglect or refuse to do so, Licensor shall have the right to terminate this Agreement or at its option pay any amount required to release any such lien or liens, or to defend any action brought thereon, and to pay any judgment entered therein, and Licensee shall be liable to Licensor for all costs, damages and reasonable attorney's fees, and any amounts expended in defending any proceedings, or in the payment of any of such liens, or any judgment obtained against Licensor upon demand with interest at the maximum rate allowed by law from demand until payment.
2. No Hazardous Materials or toxic substances shall be kept, stored, used or discharged on or under the Licensed Property or any part of the Giddings Llano Line, or cause or permit the foregoing to be done by third parties. Licensee shall comply strictly with all applicable Federal, State and local laws, ordinances, rules and regulations regarding Hazardous Materials or toxic substances, and

shall indemnify, defend and hold Licensor harmless from and against any and all liability arising from Licensee's use, storage or discharge of Hazardous Materials on the Licensed Property. For purposes of this Agreement, "Hazardous Materials", mean any substance that is now or hereafter defined or listed in, or otherwise classified pursuant to, any applicable federal or state law, as "hazardous substance," "hazardous waste," "acutely hazardous," "extremely hazardous," "infectious waste," "toxic substance," "toxic pollutant," or any other formulation intended to define, list, or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, or toxicity, including any petroleum, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas) or derivatives thereof. "Hazardous Materials" also include, without limitation, those substances listed in the United States Department of Transportation Table (49 CFR 172.101, as amended). The provisions of this paragraph shall survive termination of this Agreement.

3. Licensee shall be solely responsible for obtaining any and all Governmental Approvals and any other licenses, easements, permits, consents, or permissions necessary for Licensee's use of the Licensed Property including, without limitation, from any owner of an interest in the Licensed Property.

G. Insurance and Waiver of Subrogation

1. Licensee shall obtain and maintain insurance of the types and in the amounts as set forth on **Exhibit "B"** attached to this Agreement, or acceptable equivalent per Licensor's prior approval. If Licensee fails to do so, Licensor shall have the immediate right (but not the obligation) to effect such insurance without notice to Licensee, in which event the amount so paid by Licensor shall be paid by Licensee to Licensor upon demand with interest at the maximum rate allowed by law from demand until payment.
2. TO THE EXTENT PERMITTED BY LAW, LICENSEE WAIVES ALL RIGHTS OF RECOVERY AGAINST LICENSOR (AND ANY OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES OF LICENSOR), AND AGREES TO RELEASE THE LICENSOR FROM LIABILITY, FOR LOSS OR DAMAGE TO THE EXTENT SUCH LOSS OR DAMAGE IS COVERED BY VALID AND COLLECTIBLE PROPERTY INSURANCE IN EFFECT COVERING LICENSEE AT THE TIME OF SUCH LOSS OR DAMAGE WHETHER OR NOT SUCH DAMAGE OR LOSS MAY BE ATTRIBUTABLE TO THE NEGLIGENCE OF LICENSOR OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES. IT IS THE EXPRESS INTENT OF LICENSOR AND LICENSEE THAT THE WAIVER OF SUBROGATION CONTAINED IN THIS SECTION APPLY TO ALL MATTERS DESCRIBED HEREIN, INCLUDING, WITHOUT LIMITATION, ANY OF THE SAME THAT ARE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF LICENSOR OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES.

H. Default

If Licensee defaults in the payment of the License Fees or any other amounts payable under this Agreement and the default continues for ten (10) days after Licensor's written notice specifying the default, or if Licensee defaults in the performance of any other covenant or agreement under this Agreement and the default continues for thirty (30) days after Licensor's written notice

specifying the default (expressly excluding the obligation to maintain insurance in which case written notice is not required), Licensor shall have any right or remedy provided herein or available at law or in equity, including, without limiting the foregoing, the right to immediately terminate this Agreement.

I. Responsibility for Liability

To the extent allowed by Texas law, the Parties agree that each Party is responsible to the exclusion of any such responsibility of the other Party for its own proportionate share of liability for its negligent acts and omissions for claims, suits, and causes of action, including claims for property damage, personal injury and death, arising out of or connected to this agreement and as determined by a court of competent jurisdiction, provided that the execution of this Agreement will not be deemed a negligent act.

J. Right to Eject

Licensor may eject or cause to be ejected from the Licensed Property Licensee or any person acting under Licensee's authority or direction that is engaging in conduct that is unlawful or unsafe. Licensor shall not be liable to Licensee for any damages that may be sustained by Licensee or the ejected person through Licensor's exercise of such right.

K. Force Majeure

Licensor shall not be liable to Licensee for events beyond the control of Licensor that prevents or restricts access to the Licensed Property ("Event of Force Majeure"). Events of Force Majeure shall include, without limitation: Acts of God; strikes, lockouts, or other industrial disputes; epidemics, civil disturbances, acts of domestic or foreign terrorism, riots or insurrections; landslides, lightning, earthquakes, fire, storms, floods or washouts; explosions; interruptions by government or court orders; declarations of emergencies by applicable federal, state or local authorities; and, present or future orders of any regulatory body having proper jurisdiction and authority. If the use of the Licensed Property is prevented in whole or in material part by an Event of Force Majeure that extends more than thirty (30) days, Licensor may terminate this Agreement upon written notice. Licensee agrees that its exclusive remedy in the event of termination under this paragraph shall be a refund of the unearned fees and charges paid by Licensee prior to the termination. Licensee hereby releases and waives all claims against Licensor for any cost, loss, expense, liability, or damages sustained by reason of such termination.

II. Miscellaneous

A. No Warranty and Assumption of Risk

LICENSOR MAKES NO REPRESENTATION OR WARRANTY AS TO THE NATURE OR EXTENT OF ITS RIGHT, TITLE, OR INTEREST IN OR TO THE LICENSED PROPERTY, AND ANY IMPLIED REPRESENTATION OR WARRANTY AS TO THE NATURE OR EXTENT OF LICENSOR'S RIGHT, TITLE, AND INTEREST IN OR TO THE LICENSED PROPERTY IS HEREBY EXPRESSLY DISAVOWED BY LICENSOR. FURTHERMORE, LICENSEE ACKNOWLEDGES AND AGREES THAT IT ACCEPTS THE CONDITION OF THE LICENSED PROPERTY "AS-IS" WITH ANY AND ALL LATENT AND PATENT

DEFECTS, AND LICENSEE ACKNOWLEDGES THAT LICENSOR HAS NOT MADE AND DOES NOT MAKE ANY WARRANTIES OF THE CONDITION OF THE LICENSED PROPERTY OR THAT THE LICENSED PROPERTY IS FIT FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, LICENSEE ACKNOWLEDGES AND AGREES THAT IT WILL INSTALL ALL IMPROVEMENTS LICENSEE REQUIRES ON THE LICENSED PROPERTY, IS RESPONSIBLE FOR THEIR COMPLIANCE WITH ALL APPLICABLE LAWS, AND IS RESPONSIBLE FOR ALL LICENSES, EASEMENTS, PERMITS, CONSENTS, OR PERMISSIONS REQUIRED FOR LICENSEE'S USE OF THE LICENSED PROPERTY AND LICENSOR WILL HAVE NO LIABILITY OR RESPONSIBILITY THEREFORE.

WITHOUT LIMITING ANYTHING CONTAINED IN THIS AGREEMENT, LICENSEE KNOWINGLY AND VOLUNTARILY ASSUMES ANY AND ALL RISKS, KNOWN AND UNKNOWN, WHICH MAY ARISE DIRECTLY OR INDIRECTLY FROM ITS USE OF THE LICENSED PROPERTY OR GIDDINGS-LLANO LINE. LICENSEE SPECIFICALLY AGREES THAT IT WILL NOT SEEK REIMBURSEMENT, DAMAGES OR ANY OTHER KIND OF COMPENSATION FROM LICENSOR, NOR MAKE ANY CLAIMS WHATSOEVER AGAINST LICENSOR, AND LICENSOR SHALL HAVE NO LIABILITY TO LICENSEE OR ANY PERSON ENTERING THE PROPERTY BY, THROUGH OR UNDER LICENSEE'S RIGHTS HEREUNDER, FOR ANY LOSS, COST, DAMAGES, BODILY INJURIES OR DEATH. LICENSOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING THE LICENSED PROPERTY, AND LICENSEE ACCEPTS THE LICENSE TO USE THE PROPERTY "AS IS, WHERE IS" AND WITH ALL FAULTS.

B. Obligation to Report

If Licensee is aware any dangerous or defective condition exists on the Licensed Property that, under the normal course of business is the responsibility of the Licensor, and Licensee fails to report the problem to Licensor, Licensee continues to be responsible for its obligations established in this Agreement. Under these circumstances, Licensor will not be liable for any detrimental consequences.

C. No Waiver

The failure of Licensor to insist in any one or more cases upon the performance of any of the provisions, covenants, agreements or conditions of this Agreement or to exercise any option herein contained shall not be construed as a waiver or a relinquishment for the future of any such provision, covenant, agreement, condition or option. Receipt by Licensor of License Fees or of any other payment or the acceptance by Licensor of performance of anything required by this Agreement to be performed with knowledge of the breach of a covenant shall not be deemed a waiver of such breach. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities detailed in the Agreement or otherwise available to Licensor by law will not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. No waiver of any provision, covenant, agreement or condition of this Agreement shall be deemed to have been made unless expressed in writing and signed by the party against whom such waiver is charged. The express waiver by either Licensor or Licensee of any breach shall not operate to extinguish the covenant or condition, the breach of which has been waived.

D. Governmental Entity

Each Party is a governmental entity and nothing contained herein shall be deemed a waiver of any rights or privileges afforded governmental entities under the laws of the state of Texas law or the Texas Constitution.

E. Governing Law and Venue

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas, and venue shall be in the County where the Licensed Property is located.

F. Attorneys' Fees

In the event Licensor finds it necessary to employ legal counsel to enforce its rights under this Agreement, or to bring an action at law, or other proceeding against Licensee to enforce any of the terms, covenants or conditions herein, Licensee shall pay to Licensor its reasonable attorneys' fees and expenses, regardless of whether suit is filed.

G. Compliance with Laws

Licensee agrees not to use the Licensed Property for any unlawful purpose. Licensor reserves the right, in its sole discretion, to unilaterally amend this Agreement at any time to incorporate any modifications necessary for Licensor's compliance, with all applicable state and federal laws, regulations, requirements and guidelines.

H. No Joint Venture

This Agreement does not intend to, and nothing contained in this Agreement shall, create any partnership, joint venture or other joint or equity type agreement between Licensor and Licensee.

I. No Third Party Beneficiaries

No term or provision of this Agreement is intended to be, or shall be, for the benefit of any person, firm, organization, or corporation not a party to this Agreement and no such other person, firm organization or corporation shall have any right or cause of action hereunder.

J. Severability

If any provisions of this Agreement are, for any reason, held by a court to be unenforceable, then the invalidity of such provision will not invalidate any other provisions, which other provisions will remain in full force and effect unless removal of such invalid provision destroys the legitimate purpose of the Agreement, in which event the Agreement will be terminated.

K. Recording

Licensee shall not record this Agreement.

L. Personal License

The rights and privileges herein given are personal to the Licensee. Licensee has no exclusive rights or benefits other than those set forth herein.

M. Right of Entry

At any time during the term hereof, Licenser or its representatives shall have the right, without disturbance of Licensee's use or possession, to enter the Licensed Property.

N. Dates of Performance

In the event that the date for performance by either party of any obligation under this Agreement are required to be performed by such party falls on a Saturday, Sunday or national holiday, the time for performance of such obligation shall be deemed extended until the next business day following such date.

O. Exhibits

This Agreement incorporates by reference the following Exhibits:

1. Exhibit "A" (Plans)
2. Exhibit "B" (Insurance Requirements)
3. Exhibit "B-1" (Minimum Coverage Requirements)

P. Entire Agreement

This Agreement embodies the entire agreement and understanding between the Parties relating to the transaction contemplated hereby and supersedes any and all prior or contemporaneous oral or written statements concerning the subject matter of this Agreement. In executing this Agreement, the Parties do not rely upon any statement, promise, or representation not expressed herein.

Q. Modification

This Agreement may not be modified, changed or altered in any respect except by the mutual written agreement of the Parties.

R. Notice

All notices required under this Agreement or by law by either party to the other shall be in writing and may be given or served by depositing same in the United States mail, postage paid, registered or

certified and addressed to the party to be notified, with return receipt requested; by personally delivering same to such party, or an agent of such party; or by overnight courier service, postage paid and addressed to the party to be notified and sent to the address set forth below. Notice deposited in the U.S. mail in the manner hereinabove described shall be effective upon such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. An address may be changed by written notice to the other party.

If to the Licensee: City of Leander
200 West Willis Street
Leander, Texas 78641

If to the Licensor: Capital Metropolitan Transportation Authority
2910 E. 5th Street
Austin, Texas 78702
Attn: Real Estate Department

With copy to: Capital Metropolitan Transportation Authority
2910 E. 5th Street
Austin, Texas 78702
Attn: Chief Counsel

S. Condemnation

If all, or any, portion of the Licensed Property including, but not limited to, the air ways over and across the Licensed Property, is condemned by any authority with condemnation powers, the proceeds of such condemnation shall be the property of Licensor.

T. Time is of the Essence

Time is of the essence in this Agreement.

U. Signature

A copy or facsimile signature shall be deemed an original signature for all purposes. For purposes of this paragraph, the phrase "facsimile signature" includes without limitation, an image of an original signature in whatever means or form.

V. Counterparts

This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which, together shall constitute one and the same instrument.

W. No Assignment or Subletting

Except as expressly set forth herein, Licensee may not assign or otherwise transfer this Agreement, whether by operation of law or otherwise, and may not sublet (or underlet), or permit, or suffer the Licensed Property, in whole or in part, to be used or occupied by any party other than Licensee and

Licensee's agents without Licensor's prior written consent, which may be withheld in Licensor's sole discretion. Any attempted assignment or subletting without Licensor's consent is void Ab initio.

X. Interpretation

Whenever used herein, the term "including" shall be deemed to be followed by the words "without limitation". Words used in the singular number shall include the plural, and vice-versa, and any gender shall be deemed to include each other gender.

Y. Survival

Termination of this Agreement shall not relieve Licensee's liability or obligation set forth in this Agreement that is expressly stated to survive termination of this Agreement.

Z. Remedies

All rights and remedies in this Agreement are cumulative and not exclusive of any other rights or remedies that may be available to the Licensor, whether provided by law, equity, statute or otherwise. The election of any one or more remedies the Licensor will not constitute a waiver of the right to pursue other available remedies.

III. Federal Notices

A. Non Discrimination

Licensee shall not discriminate or permit discrimination against any person or organization because of race, color, age, religion, sex or national origin or for any other reason prohibited by law.

B. Compliance with Environmental Standards

Licensee shall comply with the provisions of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.

Remainder of page intentionally left blank; Signature page follows.

IV. Signatories

A. Effect Date of Execution

The Agreement will be executed and effective as of the date of the last party to sign (the “Effective Date”).

B. Signatories

This Agreement is hereby accepted and agreed to by the following individuals or officers who represent that they are duly authorized to bind the Parties as set forth above.

**Capital Metropolitan
Transportation Authority**

City of Leander

By: _____

Shannon Gray
Manager, Real Estate & Right-of-Way

Date: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

Approved as to form:

Sheri Jones
Associate Counsel

Exhibit “A”
PLANS

WASTEWATER COLLECTION SYSTEM LIFT STATION IMPROVEMENTS
PHASE I LIFT STATION #2
CAPITAL IMPROVEMENTS PLAN PROJECT CONSTRUCTION PLANS
PICP-22-0027
WW.44

APPROVED BY:
CITY OF LEANDER

ROBIN M. GRIFFIN, AICP, EXECUTIVE DIRECTOR OF DEVELOPMENT SERVICES

DATE

EMILY TRUMAN, P.E., CFM, CITY ENGINEER

DATE

GINA ELLISON, P.E., PUBLIC WORKS DIRECTOR

DATE

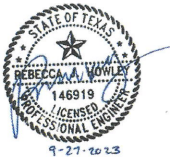
MARK TUMMONS, CPRP, DIRECTOR OF PARKS AND RECREATION

DATE

CHIEF JOSHUA DAVIS, FIRE MARSHAL

DATE

PREPARED & SUBMITTED BY:
GEORGE BUTLER ASSOCIATES, INC.
1500 CR 269
LEANDER, TX 78641



REBECCA J. HOWLEY, P.E., CFM

DATE

THE ENGINEER OF RECORD IS SOLELY RESPONSIBLE FOR THE COMPLETENESS, ACCURACY, REGULATORY COMPLIANCE, AND ADEQUACY OF THESE PLANS AND/OR SPECIFICATIONS WHETHER OR NOT THE PLANS AND/OR SPECIFICATIONS WERE REVIEWED BY THE CITY ENGINEER(S).

GENERAL NOTES:

1.) GRAVITY MAIN AND FORCEMAIN IS TO BE OWNED AND MAINTAINED BY THE CITY OF LEANDER

2.) THE USE OF TEXAS DEPARTMENT OF TRANSPORTATION STANDARD DETAIL SHEETS ATTACHED TO THESE PLANS IS AUTHORIZED UNDER THIS ENGINEER SEAL.

TXDOT PERMIT NO. AUS20220823111927

REVISION #	DESCRIPTION	APPROVAL



VICINITY MAP

SCALE: 1" = 2,000'

SUBMITTAL DATE: 10/18/2022

PROJECT INFORMATION

SITE

PROPERTY OWNER NAME: T F R Realty LP
SITE ADDRESS: 601 Leander Dr.
Leander, Texas 78641

CURRENT ZONING: HI-5-D
LEGAL DESCRIPTION: S3980-Leander Heights Sec 3
Block A, Lot 28 Pt, Acres 10.009

PROPERTY OWNER NAME: T F R Realty LP
SITE ADDRESS: 601 Leander Dr.
Leander, Texas 78641

CURRENT ZONING: HI-5-D
LEGAL DESCRIPTION: S3980-Leander Heights Sec 3
Block A, Lot 28 Pt, Acres 9.295

PROPERTY OWNER NAME: Ishav Properties LLC
SITE ADDRESS: 14100 Abervil Trail
Austin, Texas 78717

CURRENT ZONING: GC-3-C
LEGAL DESCRIPTION: S12575-Leander Heights Sec 1 (Blk A Lt 23)
Block A, Lot 23B (PT), Acres 2.992

PROPERTY OWNER NAME: Ishav Properties LLC
SITE ADDRESS: 14100 Abervil Trail
Austin, Texas 78717

CURRENT ZONING: GC-3-C
LEGAL DESCRIPTION: S12575-Leander Heights Sec 1 (Blk A Lt 23)
Block A, Lot 23C, Acres 1.751

CLIENT

NAME: City of Leander
ADDRESS: PO Box 319
Leander, Texas 78646
PHONE #: (512) 528-2700

ENGINEER

NAME: Rebecca J. Howley
COMPANY: George Butler Associates, Inc.
ADDRESS: 9601 Amberglen Blvd., Suite 109
Austin, TX 78729
PHONE #: (512) 259-3882

SURVEYOR

NAME: Phillip L. McLaughlin
COMPANY: G&R Surveying, LLC
ADDRESS: 1805 Ouida Dr.
Austin, Texas 78728
PHONE #: (512) 267-7430
FAX #: (512) 836-8385

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SHT. NO.

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EXHIBIT A



GBA

1500 CR 269
Leander, TX 78641
512.259.3882
gbateam.com
Texas Engineering Firm #4242
GBA P.N. 14845.00

-LEANDER STAFF USE ONLY-

C:\14845\Civil 3D\Production Drawings\Lift Station Plans\Phase 1\Lift Station #2\14845X1501.dwg Layout: Wastewater Plan & Profile (2 of 2) -- Thursday September 28, 2023, 3:08pm -- Copyright 2023, George Butler Associates, Inc.

EASEMENTS
T.C.E. TEMPORARY CONSTRUCTION EASEMENT
W.W.E. WASTEWATER EASEMENT

JOINT RESTRAINT TABLE			
BEND LOCATION	BEND ANGLE	RESTRAINT EACH SIDE OF BEND	COMMENTS
STA 12+75.20	H 45°	8 FT	
STA 12+82.74	H 45°	8 FT	

Boring Alignment Table			
Sewer Segment	Location	Station	North
Bend to Vault	East End	12+90.00	10180335.25
	West End	15+11.77	10180255.3
Boring Tolerance Table			
Sewer Segment	Pipe	Carrier Pipe Elev @ Sta. 12+90.00	Carrier Pipe Elev @ Sta. 15+11.77
Bend to Vault	30" Steel	951.74 +/- 0.00	959.5 +/- 0.01

Bore Tolerance Note
All horizontal tolerances are 0.5 foot left or right of centerline. The horizontal and vertical tolerances shown allow for minor inaccuracies in the trenchless installation techniques. However, if the sewer is installed on a line or at a grade other than that shown on the profile, the Contractor shall make the necessary adjustments to the adjoining sewer and structures at no additional cost to the Owner.

Survey Requirement for Bores

Due to the critical nature of the elevations and grade of the pipes at the road/railroad crossings, the Contractor shall stop boring/tunneling operations when each bore/tunnel reaches the midpoint of the casing installation and shall employ a Professional Land Surveyor to survey the beginning, midpoint, and end of the casing pipe to provide positive proof that the elevations and grade are in accordance to the tolerance tables shown on this sheet. The Contractor shall provide this survey information in a written certified format from the Professional Land Surveyor to the Engineer for review before continuing the boring/tunneling operations. All costs associated with the survey work will be considered incidental and shall be included in the unit price for the crossings. If the casing pipe is not at the correct elevations or grade, the Contractor shall provide a plan for correcting the casing pipe installation before continuing boring/tunneling operations.

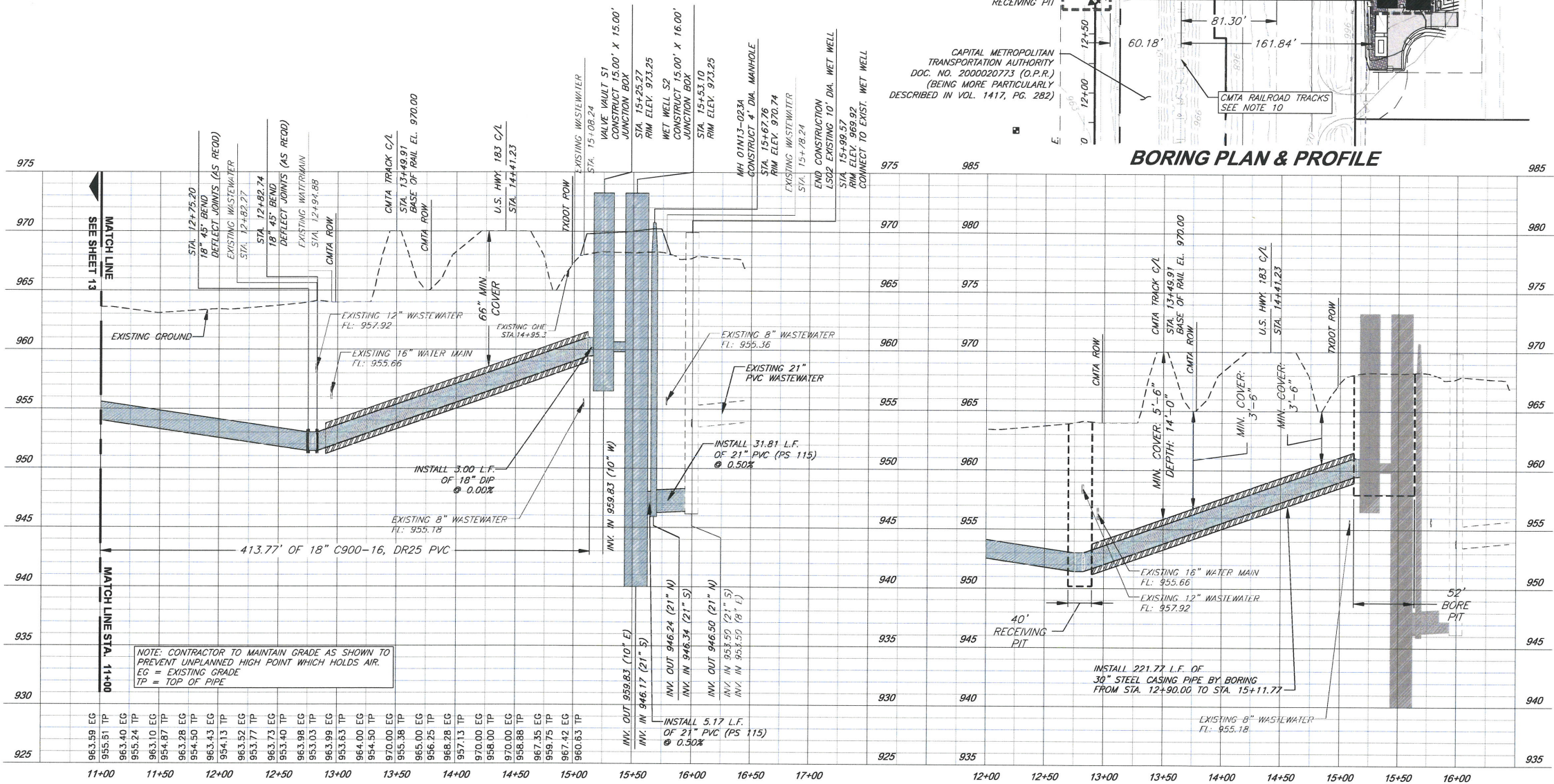
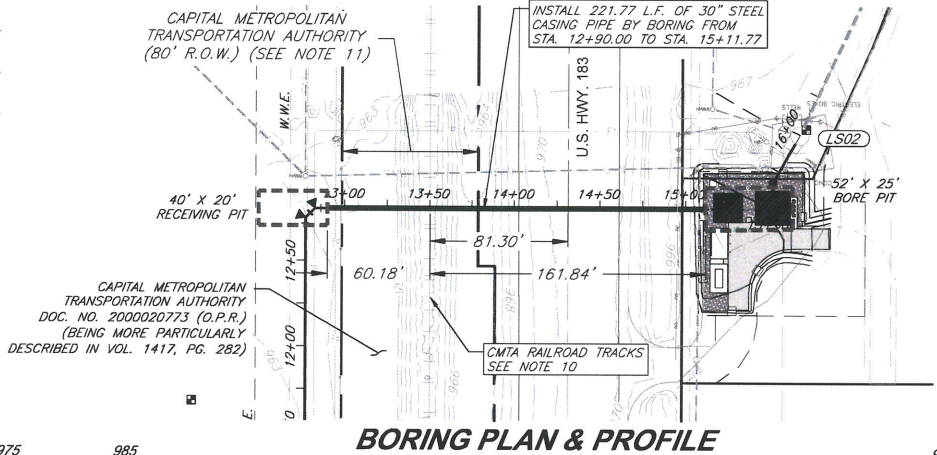
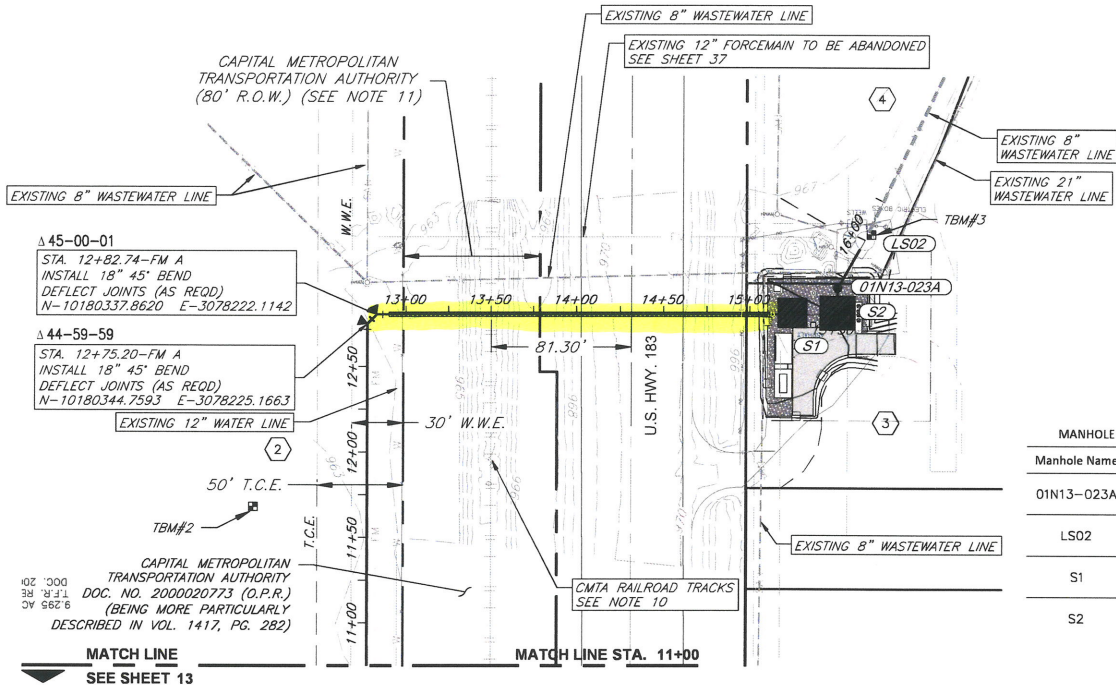
MANHOLE COORDINATE TABLE	
Manhole Name	Manhole Coordinates
01N13-023A	N 10,180,226.16 E 3,077,976.51
LS02	N 10,180,194.70 E 3,077,971.77
S1	N 10,180,249.50 E 3,077,996.25
S2	N 10,180,239.83 E 3,077,971.23

NOTES

- EXISTING UTILITY LOCATIONS SHOWN HEREON ARE APPROXIMATE. CONTRACTOR IS TO VERIFY LOCATIONS OF ALL EXISTING UTILITY LINES PRIOR TO COMMENCING WORK.
- CONTRACTOR'S ACTIVITIES SHALL BE CONFINED TO RIGHTS-OF-WAY AND EASEMENTS.
- CONTRACTOR SHALL REMOVE AND REPLACE ANY DISTURBED FENCING DURING CONSTRUCTION FENCE SHALL MATCH EXISTING FENCING.
- GRAVITY MAIN SHALL BE SDR-26, ASTM 3034 PIPE, UNLESS OTHERWISE SHOWN.
- FORCEMAIN SHALL BE C900-16, DR25 PVC PRESSURE RATED 165 PSI, UNLESS OTHERWISE SHOWN.
- CONTRACTOR SHALL INSTALL FORCEMAIN AT GRADES SHOWN BUT SHALL NOT BE LESS THAN A MINIMUM OF 48" OF COVER OVER THE TOP OF THE PIPE AT ALL TIMES.
- CONTRACTOR TO MAINTAIN A MIN. OF 9' SEPARATION FROM EXISTING WATERLINES AT ALL TIMES.
- CONTRACTOR IS RESPONSIBLE FOR ANY NEEDED COORDINATION OR COST ASSOCIATED WITH RELOCATION OF GUY WIRES OR TEMPORARY BRACING OF POWER POLES.
- ALL FITTINGS TO HAVE THRUST BLOCKING AND RESTRAINTS.
- THE PROPOSED FORCEMAIN WILL CROSS THE CMTA RAILROAD TRACKS BETWEEN MILEPOST 85.9 AND MILEPOST 86 OR AT APPROXIMATELY 81' EAST OF THE CENTERLINE OF U.S. HIGHWAY 183.
- SEE SAFETY NOTES FOR DESIGN AND CONSTRUCTION OF ANY INFRASTRUCTURE WITHIN RAILROAD RIGHT OF WAY ON SHEET 35 FOR ALL WORK PERFORMED WITHIN CMTA RIGHT OF WAY.

LEGEND

- EXISTING MINOR CONTOUR
- EXISTING MAJOR CONTOUR
- PROPERTY LINE
- RIGHT-OF-WAY LINE
- EXISTING EASEMENT
- EXISTING RAILROAD
- EXISTING WIRE FENCE
- EXISTING CHAIN-LINK FENCE
- EXISTING SANITARY SEWER LINE
- EXISTING SANITARY FORCE MAIN LINE
- EXISTING WATER LINE
- EXISTING OVERHEAD UTILITIES
- BENCHMARK
- EXISTING POWER POLE
- EXISTING GUY ANCHOR
- EXISTING WATER VALVE
- EXISTING FIRE HYDRANT
- EXISTING SANITARY SEWER MANHOLE
- EXISTING SIGN
- PROPOSED SANITARY FORCE MAIN
- PROPOSED SANITARY SEWER LINE
- PROPOSED SANITARY SEWER MANHOLE



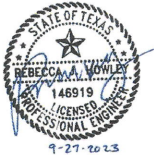
PROPOSED FACILITY FOR:

WASTEWATER COLLECTION SYSTEM

PHASE 1/LIFT STATION #2 IMPROVEMENTS CIP WW.44

CITY OF LEANDER

WILLIAMSON COUNTY, LEANDER, TEXAS



REVISION

PROJECT NUMBER
14845.00
DATE
09/26/2023
DESIGNED
RJH
DRAWN
VDI
REVIEWED
RJH
SHEET TITLE

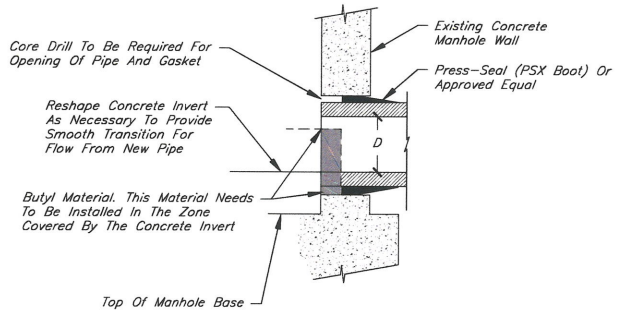
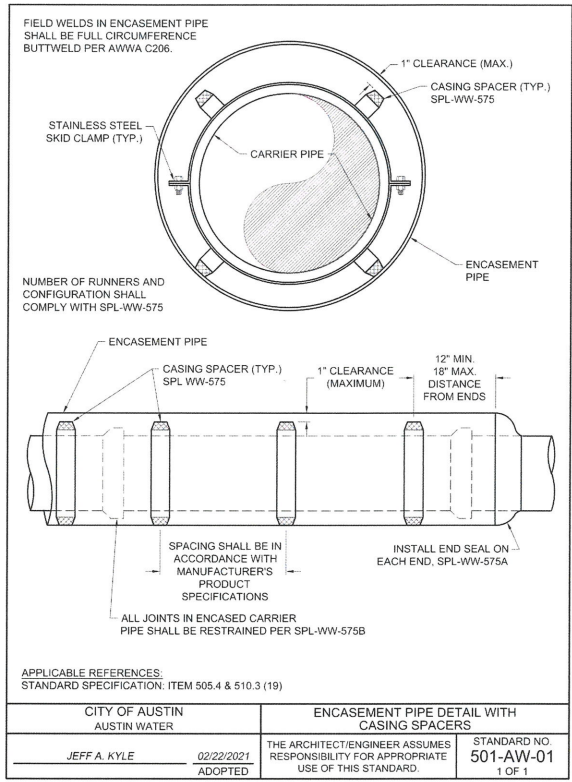
Wastewater Plan & Profile
(2 of 2)

SHEET NUMBER

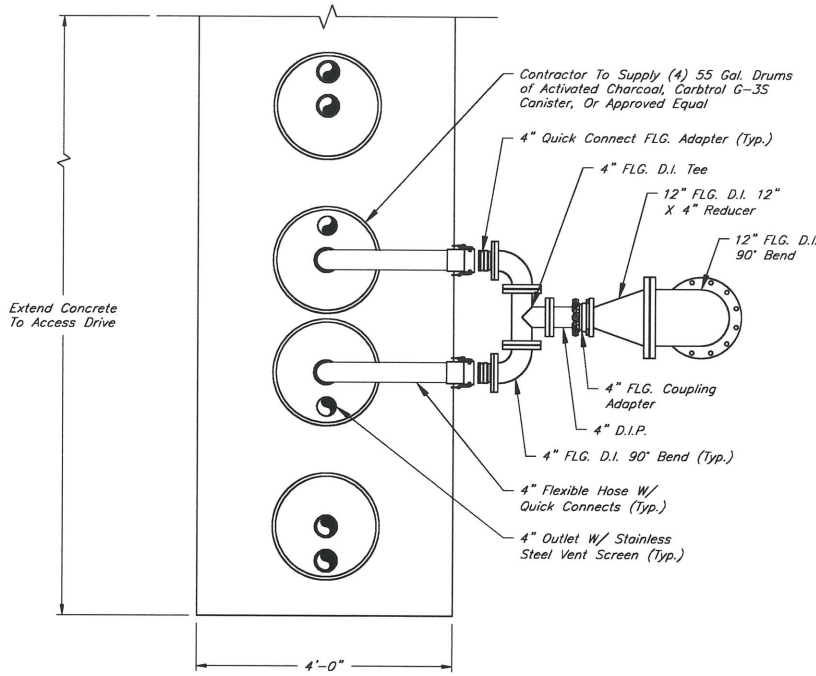
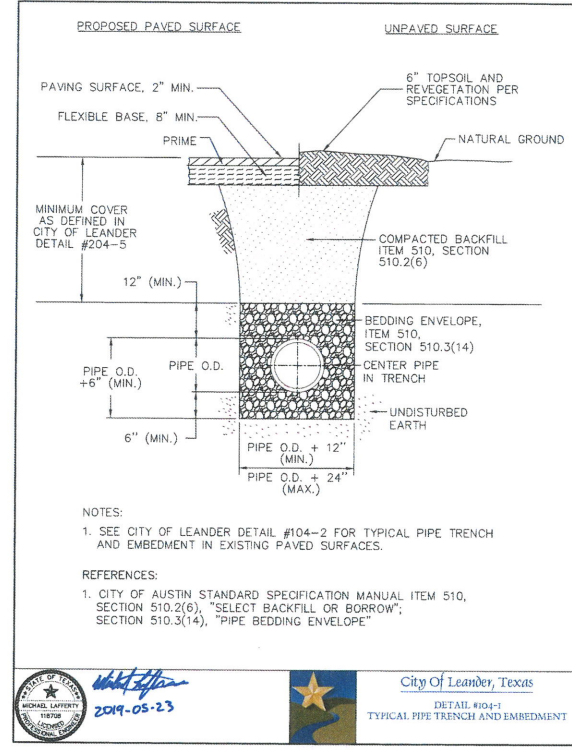
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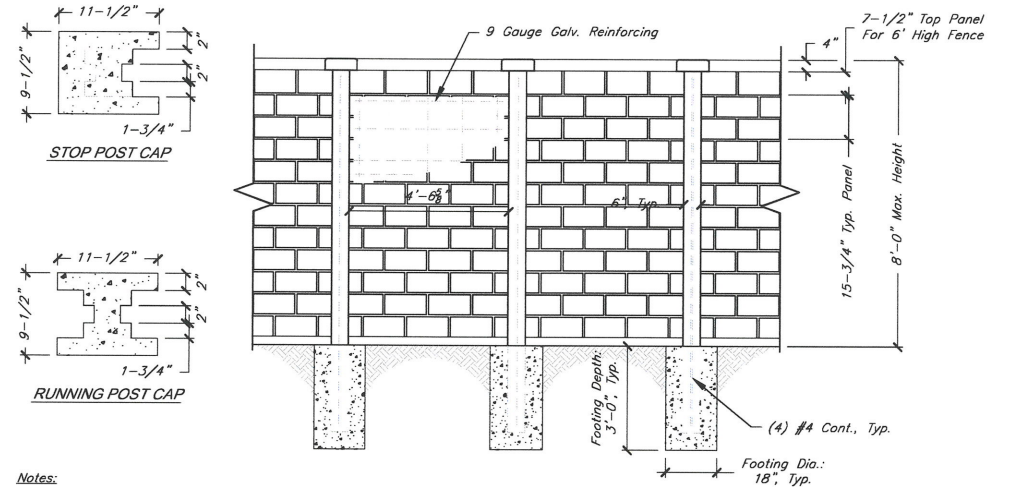
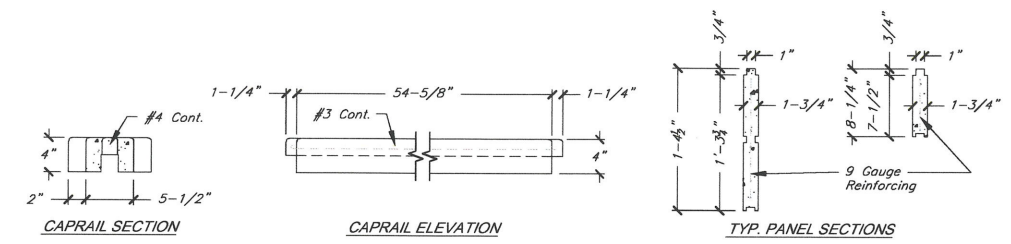
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EXISTING WALL CONNECTION DETAIL
No Scale

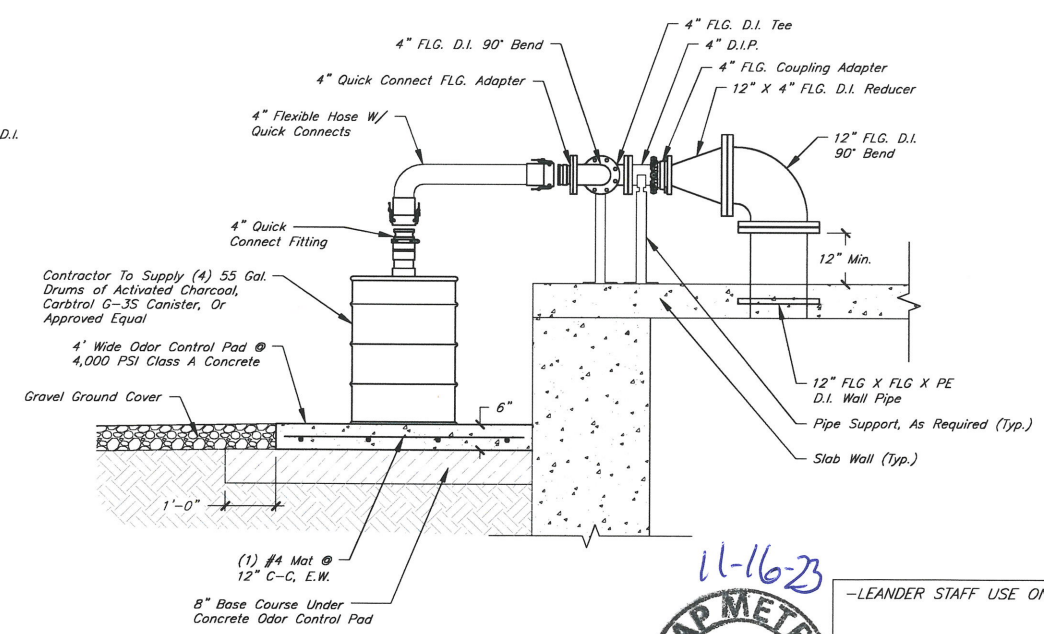


Plan View



- Notes:
1. The Column Height Can Be From 0 To A Max. Of 10'-0".
 2. All Fence Concrete Shall Be 5,000 PSI.
 3. All Reinforcement Shall Be ASTM 615 Grade 60.
 4. Concrete Footing: 18" DIA., 3,000 PSI Concrete, Depth Varies According To Local Soil Conditions.
 5. Split-Face Block Look Panels Can Be Provided In A Variety Of Colors.
 6. Texture: All Exposed Sides Have Split-Face Block-Like Texture.
 7. Gates: Shall Have Additional Steel Supports Adjacent To Concrete Columns.
 8. The Gate Shall Complete W/ Tamper Proof Frames, Hinges, Braced, And Pad Lockable. The Hinges Shall Not Twist Or Turn Under Any Action Of The Gate. The Gate Shall Be Installed So That It May Not Be Removed Without Disassembling The Hardware. The Hardware Attachment Bolts Shall Be Peened So That Removal Will Be Difficult.
 9. All Steel Reinforcement Is Pre-Welded W/ Steel Spacers So As To Allow For Maximum Concrete Average.
 10. A Special Silicone Sealant Is Used To Lock The Caprail And Post Caps In Place. This Sealant Requires Special Tools For Removal.
 11. Contractor To Submit Sealed Fence Foundation Design For Review W/ Fencing Submittal.

PRECAST MASONRY FENCE
No Scale



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SAFETY NOTES FOR DESIGN & CONSTRUCTION OF ANY INFRASTRUCTURE

WITHIN

RAILROAD RIGHT OF WAY

CMTA GENERAL NOTES:

- TO WORK IN THE RAILROAD RIGHT OF WAY (ROW) ALWAYS FOLLOW TRACK SAFETY STANDARDS IN RAILROAD RIGHT OF WAY PER 49 CFR, CHAPTER 2, PART 213.
- ALL IMPROVEMENTS SHALL BE MADE IN ACCORDANCE WITH THE APPROVED PLANS, ANY ADDITIONAL IMPROVEMENTS WILL REQUIRE PLAN REVISIONS AND APPROVAL BY CAPITAL METRO (CMTA).
- THE EXISTING UTILITIES SHALL BE LOCATED PRIOR TO COMMENCING ANY EXCAVATIONS. APPROVAL OF THE PROJECT BY CMTA DOES NOT CONSTITUTE A REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF LOCATION OR THE EXISTENCE OR NON-EXISTENCE OF ANY UTILITIES OR STRUCTURES WITHIN THE LIMITS OF THIS PROJECT. THE APPROPRIATE REGIONAL NOTIFICATION CENTER [TEXAS EXCAVATION SAFETY SYSTEM SERVICE ALERT (ONE CALL) AT (800) 344-8377], TEXAS811.org], RAILWAY COMPANIES AND UTILITY COMPANIES SHALL BE NOTIFIED PRIOR TO PERFORMING ANY EXCAVATION CLOSE TO ANY UNDERGROUND PIPELINE, CONDUIT, DUCT, WIRE OR OTHER STRUCTURE. REFER TO CMTA'S WEBSITE (CapMetro.org/RailROW) TO ENSURE PROPER CONTACT INFORMATION AND PHONE NUMBERS.

CMTA IS NOT A MEMBER OF ONE CALL. IT IS THEREFORE NECESSARY TO CALL HERZOG TRANSIT SERVICES (JUSTON SMITH AT 512-963-4615) TO HAVE SIGNAL SUPPORT SERVICES MARK, AT THE CONTRACTOR'S EXPENSE, SIGNAL AND COMMUNICATION CABLES AND CONDUITS IF WORKING IN THE CENTRAL SUBDIVISION. CALL WATCO (DELMER ARMENTROUT AT 512-701-1644 AND ORLANDO ORTIZ OF CDL, INC., AT 806-252-4393 TO MARK, AT THE CONTRACTOR'S EXPENSE, SIGNAL AND COMMUNICATION CABLES AND CONDUITS IF WORKING IN THE EAST & WEST SUBDIVISIONS. IN CASE OF SIGNAL EMERGENCIES OR ROADWAY-RAIL GRADE CROSSING PROBLEMS, THE CONTRACTOR SHALL CALL CMTA'S 24-HOUR SIGNAL EMERGENCY NUMBER (844-592-8046).

WHEN THE NEW CROSSINGS INVOLVE GATES, THE MINIMUM REQUIRED CLEARANCE FROM EXISTING OVERHEAD WIRES SHALL BE MAINTAINED, AND GATE FOUNDATIONS CHECKED FOR UTILITIES. IF UTILITIES CANNOT BE LOCATED, POTHOLING SHALL BE DONE TO LOCATE THE UTILITIES. CMTA AND THE APPROPRIATE UTILITY OWNERS SHALL BE NOTIFIED IMMEDIATELY WHEN UTILITY LINES NOT KNOWN OR INDICATED ON THE DRAWINGS ARE ENCOUNTERED. NO SERVICE SHALL BE DISRUPTED UNTIL THE UTILITY OWNER AND CMTA HAVE DETERMINED THE REQUIRED ACTION ON SUCH LINES.



CONTRACTORS WORKING IN THE RAILROAD ROW, THERE WILL BE A CHARGE FOR RWIC DEPLOYMENT AT \$100/HOUR.

- CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF ALL QUANTITIES.
- DESIGN AND CONSTRUCTION OF RAILROAD PROJECTS WITHIN THE ROW SHALL BE IN ACCORDANCE WITH THE AREMA MANUAL FOR RAILWAY ENGINEERING AND CMTA GUIDELINES FOR RAILROAD GRADE SEPARATION PROJECTS (AS ANNOTATED BY TXDOT), OR KANSAS CITY SOUTHERN GUIDELINES FOR THE DESIGN AND CONSTRUCTION OF OVERPASSES AND UNDERPASSES AND TXDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MAINTENANCE OF HIGHWAYS, STREETS AND BRIDGES.

GRADING NOTES:

- PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL MAKE CERTAIN THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED AND THOROUGHLY REVIEWED ALL PLANS AND OTHER DOCUMENTS APPROVED BY ALL OF THE PERMITTING AUTHORITIES.
- BARRICADING, TRAFFIC CONTROL AND PROJECT SIGNS SHALL CONFORM TO STATE AND CITY BARRICADING AND CONSTRUCTION STANDARDS AS APPLICABLE AND THE CONTRACT SPECIFICATIONS.
- THE CONTRACTOR SHALL VERIFY THE SUITABILITY OF ALL EXISTING AND PROPOSED SITE CONDITIONS, INCLUDING GRADES AND DIMENSIONS, BEFORE COMMENCEMENT OF CONSTRUCTION. THE ENGINEER SHALL BE NOTIFIED IMMEDIATELY OF ANY DISCREPANCIES. MINOR ADJUSTMENT TO FINISH GRADE TO ACCOMPLISH SPOT DRAINAGE IS ACCEPTABLE, IF NECESSARY, UPON PRIOR APPROVAL OF THE ENGINEER. PAVING INSTALLED SHALL MATCH EXISTING PAVING AT JOINTS AND NOT CREATE PUDDLES.
- PROPOSED SPOT ELEVATION AND DESIGNATED GRADIENT ARE TO BE USED IN THE EVENT OF ANY DISCREPANCIES.
- SITE PREPARATION AND GRADING AND FILL COMPACTION SHALL BE PERFORMED IN ACCORDANCE WITH THE GEOTECHNICAL ENGINEERING REPORT.
- THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES DURING THE CONSTRUCTION OF THIS PROJECT.

RAILROAD NOTES:



- THE CONTRACTOR SHALL NOTIFY CAPITAL METRO AT LEAST THREE WEEKS PRIOR TO THE INSTALLATION OF ANY DRAINAGE FACILITY WITHIN RAILROAD RIGHT-OF-WAY.
- THE CONTRACTOR SHALL NOTIFY THE CITY AT LEAST 48 HOURS PRIOR TO STARTING ANY WORK ON CITY RIGHT OF WAY. THE CONTRACTOR SHALL NOTIFY TXDOT AT LEAST FOUR WEEKS PRIOR TO STARTING ANY WORK ON STATE RIGHT OF WAY. A CHANGEABLE MESSAGE BOARD SHALL BE PLACED ALONG THE ROADWAY A MINIMUM OF SEVEN DAYS PRIOR TO BEGINNING THE WORK IN ORDER TO NOTIFY THE TRAVELING PUBLIC OF THE FUTURE ROAD WORK.
- ALL CONSTRUCTION OPERATIONS SHALL BE ACCOMPLISHED IN ACCORDANCE WITH APPLICABLE REGULATIONS OF THE U.S. OCCUPATIONAL HEALTH AND SAFETY ADMINISTRATION (OSHA) (COPIES OF THESE STANDARDS MAY BE PURCHASED FROM THE U.S. GOVERNMENT PRINTING OFFICE. INFORMATION AND RELATED REFERENCE MATERIAL MAY BE PURCHASED FROM OSHA, 903 SAN JACINTO, RM. 319, AUSTIN, TEXAS 78701), AS WELL AS FRA (FEDERAL RAILROAD ADMINISTRATION) REQUIREMENTS FOR ROADWAY WORKERS.
- TRENCH EXCAVATION PROTECTION: CONTRACTOR AND/OR CONTRACTOR'S INDEPENDENTLY RETAINED EMPLOYEE OR STRUCTURAL DESIGN/GEOTECHNICAL/SAFETY/EQUIPMENT CONSULTANT, IF ANY, SHALL REVIEW THESE PLANS AND ANY AVAILABLE GEOTECHNICAL INFORMATION AND THE ANTICIPATED INSTALLATION SITE(S) WITHIN THE PROJECT WORKING AREA IN ORDER TO DEVELOP THE CONTRACTOR'S PLANS TO IMPLEMENT THE PROJECT DESCRIBED IN THE CONTRACT DOCUMENTS. THE CONTRACTOR'S PLANS SHALL PROVIDE FOR ADEQUATE TRENCH SAFETY EXCAVATIONS, ESPECIALLY, CONTRACTOR AND/OR CONTRACTOR'S INDEPENDENTLY RETAINED EMPLOYEE OR SAFETY CONSULTANT SHALL DEVELOP AND IMPLEMENT A TRENCH SAFETY PROGRAM IN ACCORDANCE WITH OSHA STANDARDS, COVERING THE PRESENCE AND ACTIVITIES OF INDIVIDUALS WORKING IN AND AROUND TRENCH EXCAVATION. THE CONTRACTOR PLANS AND OUTLINE FOR TRENCH SAFETY PROGRAM SHALL BE FURNISHED BY THE CONTRACTOR TO THE OWNER, PRIOR TO EXECUTION OF THE CONTRACT, FOR INCLUSION AS PART OF THE CONTRACT DOCUMENTS. THE DOCUMENTS FURNISHED TO THE OWNER ARE NOT FOR THE OWNER'S REVIEW, APPROVAL OR ENDORSEMENT OF THE CONTRACTOR'S PLAN AND TRENCH SAFETY PROGRAM, BUT SOLELY FOR THE PURPOSE OF INCLUDING DETAILED TRENCH SAFETY PLANS FOR THE PROJECT IN DOCUMENTS. BORING ACTIVITIES WILL TAKE PLACE OUTSIDE OF REVENUE SERVICE, TYPICALLY AT NIGHT OR ON WEEKENDS.
- SEE CONSTRUCTION SEQUENCING PLAN AND TRAFFIC CONTROL AND CLOSURE PLANS FOR DETAILS ON PROJECT PHASING AND DETAILS ON TRAFFIC CONTROL AND CLOSURE ITEMS. THE CITY SHALL BE CONTACTED 48 HOURS PRIOR TO INSTALLATION OF TRAFFIC CONTROL AND CLOSURES AS APPLICABLE FOR EACH AFFECTED ROADWAY.
- ALL EXCESS MATERIAL WILL BE DISPOSED OF OFF SITE. CONTRACTOR SHALL NOT DISPOSE OF SURPLUS MATERIAL FROM THE SITE WITHOUT NOTIFYING CMTA 48 HOURS PRIOR TO



ALL INFORMATION ASSOCIATED WITH CAPITAL METRO ROW REQUESTS CAN BE LOCATED AT CAPMETRO.ORG/RAILROW

- ANY WORKERS WORKING WITHIN THE RAILROAD RIGHT OF WAY NEED TO GET RAILROAD WORKERS SAFETY TRAINING AND RECEIVE A YELLOW CARD AS A PROOF OF THAT TRAINING. ANY WORKERS WORKING IN THE RAILROAD ROW NEED TO CARRY THE YELLOW CARD AT ALL TIMES.
 - CAPITAL METRO MUST APPROVE ALL ACCESS TO AND ACTIVITIES WITHIN THE CAPITAL METRO ROW PRIOR TO ENTERING INTO THE RAILROAD ROW OR THE PERFORMANCE OF ANY WORK. ALL INDIVIDUALS OR CONTRACTORS REQUIRING ACCESS TO THE RAILROAD ROW MUST HAVE AN APPROVED LICENSE AGREEMENT AND/OR WORK PERMIT PRIOR TO ANY WORK WITHIN THE RAILROAD ROW. INDIVIDUALS OR CONTRACTORS SHALL FOLLOW ALL SAFETY REQUIREMENTS OF CAPITAL METRO AND ALL WORKERS PERFORMING WORK IN THE RAILROAD ROW MUST SUCCESSFULLY COMPLETE THE CAPITAL METRO ROADWAY WORKER CERTIFICATION. AT ALL TIMES, A VALID CERTIFICATION CARD MUST BE IN THEIR POSSESSION WHILE IN THE RAILROAD ROW.
 - ANY WORK WITHIN THE CAPITAL METRO RIGHT OF WAY CAN ONLY PROCEED WITH THE PRESENCE OF A QUALIFIED RWIC. ANY WORK INVOLVING EQUIPMENT THAT HAS THE POTENTIAL TO ENTER THE FOUL THE ROW MAY ONLY BE PERFORMED WITH THE PROTECTION OF A QUALIFIED RWIC. SCHEDULING OF RWICS IS COORDINATED BY CAPITAL METRO RAIL OPERATIONS.
 - CONTRACTOR SHALL NOTIFY CMTA AND ITS OPERATIONS & MAINTENANCE CONTRACTOR, HERZOG TRANSIT SERVICES (IF WORKING IN THE CENTRAL SUBDIVISION) OR WATCO (IF WORKING IN EAST OR WEST SUBDIVISION), THREE WEEKS BEFORE COMMENCING WORK WITHIN THE CMTA RIGHT-OF-WAY IN ORDER TO SCHEDULE ROADWAY WORKER TRAINING CLASS, TRACK ACCESS AND RWIC SERVICES IF NEEDED AND SCHEDULE TRACK OUTAGES.
- ROADWAY WORKER TRAINING IS PROVIDED BY HERZOG TRANSIT SERVICES. CONTACT HTSI'S ADMIN DEBRA GLEICH AT 512-770-8662 FOR INFORMATION REGARDING TRAINING.
- COMPLY WITH ALL CONDITIONS OF PERMIT FOR CONSTRUCTION IN RAILROAD ROW.
 - CONSTRUCTION IN RAILROAD ROW SHALL NOT PROGRESS UNTIL PROOF OF INSURANCE IS PROVIDED TO CMTA.
 - THE CONTRACTOR MUST REQUEST THAT ALL RAILROAD SIGNAL GRADE CROSSING AND COMMUNICATION CABLES WITHIN THE LIMITS OF CONSTRUCTION BE LOCATED AND TAKE CARE



THE REMOVAL. THE NOTIFICATION SHALL INCLUDE THE DISPOSAL LOCATION. CONTRACTOR SHALL DISPOSE OF CONTAMINATED SOIL IN ACCORDANCE WITH FEDERAL AND STATE REQUIREMENTS FOR APPROPRIATE DISPOSAL BASED ON ENVIRONMENTAL REQUIREMENTS.

- CONTRACTOR IS RESPONSIBLE FOR DEMOLITION AND DISPOSAL OF ANY AND ALL EXISTING STRUCTURES ON SITE AS NOTED IN THE PLANS. CONTRACTOR SHALL REMOVE ITEMS AS DETAILED IN THE PLANS. CONTRACTOR SHALL REMOVE GRADE CROSSING EQUIPMENT, CONCRETE GRADE CROSSING PANELS AND SIGNAL HOUSES AND STOCKPILE USABLE TRACK MATERIALS AT CEDAR PARK YARD AND USABLE SIGNAL MATERIALS ABBOTT YARD.
- ALL CONCRETE WORK SHALL CONFORM TO ALL APPLICABLE REQUIREMENTS OF ACI 301-10 AND CONTRACT SPECIFICATIONS.
- ALL EXPOSED CORNERS FOR CONCRETE WORK SHALL BE CHAMFERED 1 INCH.
- THE INFORMATION CONTAINED ON THESE DRAWINGS IN REGARD TO EXISTING UTILITIES, TOPOGRAPHY, CONTOURS OR SUBSURFACE CONDITIONS IS FURNISHED SOLELY AS THE BEST INFORMATION AVAILABLE AT THIS TIME. ITS ACCURACY IS NOT GUARANTEED AND ITS USE IN NO WAY RELIEVES THE CONTRACTOR OF ANY RESPONSIBILITY FOR LOSSES DUE TO ANY INACCURACIES.
- THE CONTRACTOR SHALL NOTIFY CAPITAL METRO BEFORE BEGINNING ANY UTILITY CONSTRUCTION IN PUBLIC ROW OR PUBLIC EASEMENT. NO PIPE SHALL BE LAID UNTIL CMTA OR ITS REPRESENTATIVE HAS MET WITH THE CONTRACTOR OR HIS REPRESENTATIVE AT THE PROJECT SITE.
- ALL AREAS DISTURBED BY CONSTRUCTION SHALL BE RESTORED TO ORIGINAL CONDITIONS, INCLUDING REVEGETATION (HYDROMULCH) AND GRADING TO DRAIN AS REQUIRED BY THE CITY AT NO ADDITIONAL COST TO CAPITAL METRO.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ITS OWN SURVEY.
- NO WORK SHALL BE PERMITTED WITHOUT A ROADWAY WORKER IN CHARGE (RWIC) WHEN WORK IS WITHIN CAPITAL METRO ROW OR EQUIPMENT HAS THE POTENTIAL TO ENTER THE ROW. WORK IMPACTING RAILROAD SERVICES MAY REQUIRE A NIGHT OR WEEKEND SCHEDULE IF A FORM B CANNOT BE USED.
- ALL CONTRACTORS WILL NEED TO SUBMIT AN ONLINE APPLICATION TO CMTA'S REAL ESTATE DEPARTMENT FOR DEPLOYMENT OF RWIC, AT THE REQUIRED LOCATION OF THEIR WORK, WITHIN THE ROW. WHEN WORKING DIRECTLY ON CMTA PROJECTS RWIC FEES SHALL BE WAIVED UPON APPROVAL FROM LISTED CMTA PROJECT MANAGER AND THE INTERNAL PROJECT NUMBER INCLUDED IN THE ONLINE REQUEST. FOR THIRD PARTY



NOT TO DAMAGE THEM. THE CONTRACTOR IS RESPONSIBLE TO MAINTAIN MARKING OF CABLES AND FOR THE REPAIR OF ANY DAMAGE TO CAPITAL METRO SIGNAL FACILITIES.

- CONTRACTOR SHALL MAINTAIN A MINIMUM CONSTRUCTION CLEARANCE OF 23'-7" VERTICALLY ABOVE THE PLANE OF THE TOP OF RAIL (TOR).
- ANY CONSTRUCTION FEATURE WILL HAVE 10' HORIZONTAL CLEARANCE FROM THE CENTER OF THE TRACK
- TRENCHING FOR THE UNDERGROUND CABLE OR UTILITY PIPE PARALLEL TO THE TRACK SHOULD BE PROVIDED TOWARD THE EDGE OF THE ROW.
- BEFORE ANY EXCAVATION ON THE ROW GET DETAILS OF THE EMBEDDED PTC FIBER IN TERMS OF THE OFFSET & DEPTH OF THE FIBER OPTIC LINE IF WORKING WITHIN CENTRAL SUBDIVISION.

GENERAL SHORING REQUIREMENTS

- RAILROAD REVIEW AND APPROVAL OF SHORING, ERECTION, DEMOLITION AND FALSEWORK IS REQUIRED. ALLOW A MINIMUM OF FOUR WEEKS FOR THE REVIEW AND APPROVAL OF EACH SUBMITTAL.
- THE PROJECT SHALL NOT INCREASE THE QUANTITY AND/OR CHARACTERISTICS OF THE FLOW IN THE RAILROAD'S DITCHES AND/OR DRAINAGE STRUCTURES. IN THE RARE EVENT THAT A GRADE SEPARATION PROJECT WILL INCREASE THE QUANTITY AND/OR CHARACTERISTICS OF FLOW IN SUCH ELEMENTS, SUCH A DESIGN MUST BE REVIEWED AND APPROVED BY THE RAILROAD.
- VERIFY THE ELEVATION OF THE EXISTING TOR PROFILE BEFORE BEGINNING CONSTRUCTION. BRING ALL DISCREPANCIES TO THE ATTENTION OF THE RAILROAD PRIOR TO CONSTRUCTION
- SUBMIT A PROPOSED METHOD OF EROSION AND SEDIMENT CONTROL FOR APPROVAL BY THE RAILROAD.
- DESIGN AND CONSTRUCT ALL SHORING SYSTEMS THAT IMPACT THE RAILROAD OPERATIONS AND/OR SUPPORT THE RAILROAD'S EMBANKMENT PER CURRENT RAILROAD GUIDELINES FOR TEMPORARY SHORING.
- COMPLY WITH RAILROAD DEMOLITION GUIDELINES FOR ALL DEMOLITIONS WITHIN THE RAILROAD ROW AND/OR DEMOLITION THAT MAY IMPACT THE RAILROAD'S TRACKS OR OPERATION.
- DESIGN ERECTION METHODS OVER THE RAILROAD ROW TO CAUSE NO INTERRUPTION TO THE RAIL OPERATIONS, ENABLING THE TRACK TO REMAIN OPEN TO TRAFFIC PER THE RAILROAD'S



REQUIREMENT. COORDINATE CONSTRUCTION WORK WINDOWS WITH RAILROAD REPRESENTATIVE.

- DESIGN ALL CONSTRUCTION PHASING THAT MAY IMPACT THE RAILROAD OPERATIONS TO CAUSE NO INTERRUPTION TO THE RAILROAD OPERATION, ENABLING THE TRACK TO REMAIN OPEN TO TRAFFIC PER THE RAILROAD'S REQUIREMENT. COORDINATE CONSTRUCTION WORK WINDOWS WITH THE RAILROAD'S REPRESENTATIVE.
- COMPLY WITH MINIMUM CONSTRUCTION CLEARANCES FOR FALSEWORK OUTLINED IN THE RAILROAD GUIDELINES.
- VERIFY ALL PERMANENT CLEARANCES BEFORE PROJECT CLOSING.
- FOR RAILROAD COORDINATION LIAISE WITH THE RAILROAD REPRESENTATIVE.



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PROPOSED FACILITY FOR:

WASTEWATER COLLECTION SYSTEM

PHASE 1/LIFT STATION #2 IMPROVEMENTS CIP WW 44
CITY OF LEANDER

WILLIAMSON COUNTY, LEANDER, TEXAS



8-21-2023

REVISION

PROJECT NUMBER
14845.00
DATE
08/08/2023
DESIGNED
RJH
DRAWN
VDI
REVIEWED
FTP
SHEET TITLE

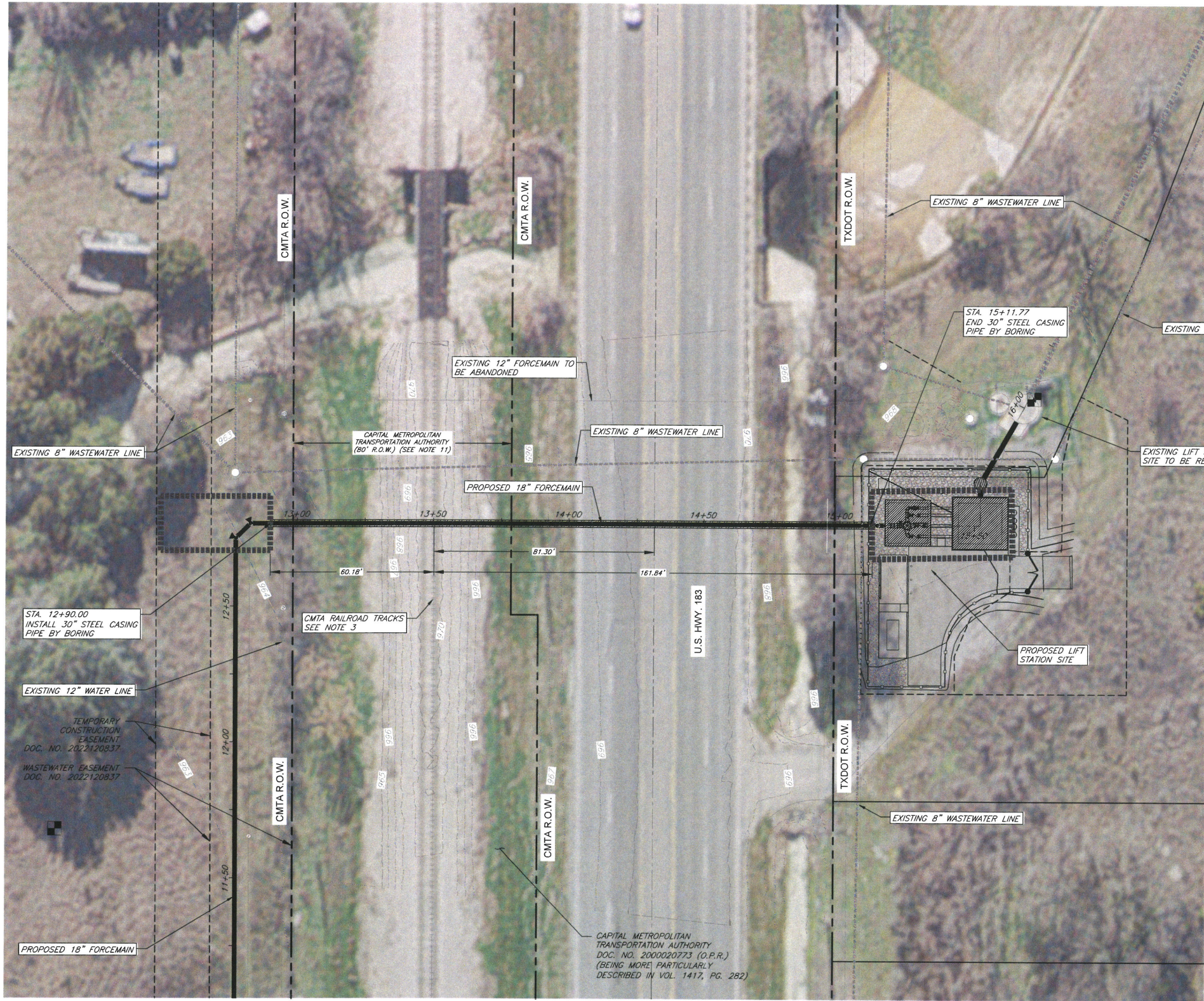
CapMetro Rail Safety
Standard Notes

SHEET NUMBER

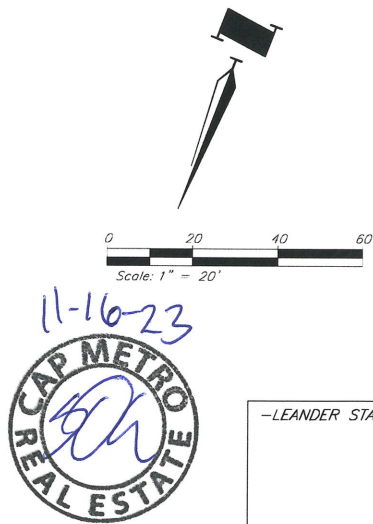
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- NOTES
1. EXISTING UTILITY LOCATIONS SHOWN HEREON ARE APPROXIMATE. CONTRACTOR IS TO VERIFY LOCATIONS OF ALL EXISTING UTILITY LINES PRIOR TO COMMENCING WORK.
 2. CONTRACTOR'S ACTIVITIES SHALL BE CONFINED TO RIGHTS-OF-WAY AND EASEMENTS.
 3. THE PROPOSED FORCEMAIN WILL CROSS THE CMTA RAILROAD TRACKS BETWEEN MILEPOST 85.9 AND MILEPOST 86 OR AT APPROXIMATELY 81' EAST OF THE CENTERLINE OF U.S. HIGHWAY 183.
 4. SEE SAFETY NOTES FOR DESIGN AND CONSTRUCTION OF ANY INFRASTRUCTURE WITHIN RAILROAD RIGHT OF WAY ON SHEET 35 FOR ALL WORK PERFORMED WITHIN CMTA RIGHT OF WAY.



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PROPOSED FACILITY FOR:
WASTEWATER COLLECTION SYSTEM
PHASE 1 LIFT STATION #2 IMPROVEMENTS CIP WW.44
CITY OF LEANDER
WILLIAMSON COUNTY, LEANDER, TEXAS



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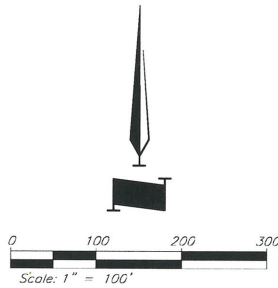
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CapMetro Enlarged
Crossing View

SHEET NUMBER
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PROPOSED FACILITY FOR:
WASTEWATER COLLECTION SYSTEM
PHASE I / LIFT STATION #2 IMPROVEMENTS CIP WW-44
CITY OF LEANDER
WILLIAMSON COUNTY, LEANDER, TEXAS



REVISION

PROJECT NUMBER
14845.00
DATE
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CapMetro Location Map

SHEET NUMBER
36A Of 38

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Exhibit “B”
CAPITAL METRO INSURANCE REQUIREMENTS

Licensee shall either: (1) at its own cost and expense, procure the insurance set forth in Exhibit B-1 attached hereto and made a part hereof, and promptly pay when due all premiums for the insurance; or (2) maintain risk-pool insurance at the levels in effect as of the Effective Date of this Agreement. Notwithstanding any term contained in this Agreement to the contrary, Licensee's risk-pool insurance shall satisfy the insurance requirements of this Agreement. The insurance shall be kept in full force during the life of the Agreement.

Licensee's insurance shall be: primary and non-contributory with respect to any insurance which might be carried by Licensor and contain a contractual waiver of subrogation.

Licensee shall furnish to Licensor certificate(s) of insurance evidencing the required coverage and endorsement(s) and, upon request, a certified duplicate original of any of those policies.

Licensee shall notify Licensor in writing of any material alteration of such policies, including any change in the retroactive date in any “claims-made” policy or substantial reduction of aggregate limits, if such limits apply or cancellation thereof at least thirty (30) days prior thereto.

All insurance policies shall be written by reputable insurance company or companies acceptable to Licensor with a current Best's Insurance Guide Rating of A+ and Class XIII or better. All insurance companies shall be authorized to transact business in the State of Texas.

Exhibit “B-1”
CAPITAL METRO MINIMUM COVERAGE REQUIREMENTS

1. Comprehensive General Liability Insurance Coverage with limits of not less than One Million Dollars and No/100 Dollars (\$1,000,000) with combined single limit of \$2,000,000 with coverage that includes:
 - Premises/operations
 - Independent contractors
 - Personal Injury
 - Contractual Liability pertaining to the liabilities assumed in the agreement
 - Underground (when ground surface is disturbed)

Such insurance shall include a contractual endorsement pertaining to the liabilities assumed in the Agreement.

2. Comprehensive Automobile insurance coverage with minimum limits of not less than Five Hundred Thousand Dollars and No/100 Dollars (\$500,000).
3. Workers' Compensation with Statutory limits
4. Employer Liability Insurance with minimum limits of \$1,000,000

Such insurance shall include a contractual endorsement which acknowledges all indemnification requirements under the Agreement.

Note: Such policies of insurance and certificates provided by Licensee shall provide (i) that Licensor is named as an additional insured, (ii) that the named insured's insurance is primary and non-contributory with any insurance maintained by Capital Metro, (iii) a contractual waiver of subrogation where required by written contract or agreement, and (iv) that Capital Metro shall receive notice of any cancellation of the policy.



EXECUTIVE SUMMARY
3/7/2024

AGENDA SUBJECT:

Approval of Development Agreement Case DA-23-0029 regarding the Sonny Retail Center to implement masonry standards associated with the project on three (3) parcels of land, more particularly described by Williamson Central Appraisal District Parcels R036222, R036223 and R036224 and generally located northeast of S. West Drive and Sonny Drive, Leander, Williamson County, Texas.

BACKGROUND:

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

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

HISTORY/TIMELINE:

APPLICANT/AGENT:

Professional StruCIVIL Engineers, Inc (Mirza Balg) on behalf of 303 Sonny Drive, LLC (Ed Awad)

RECOMMENDATION:

Staff recommends approval.

PRESENTER:

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

Fiscal Impact

N/A

Attachments:

1. Sonny Retail Center Masonry Development Agreement
2. Location Exhibit

**MASONRY DEVELOPMENT AGREEMENT
ESTABLISHING DEVELOPMENT STANDARDS
FOR THE SONNY RETAIL CENTER**

This Development Agreement Establishing Development Standards for the **Sonny Retail Center** (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 **303 Sonny Drive, LLC** (the "Developer"). The City and the Developer are sometimes referred to herein as the "Parties." The Parties agree as follows.

Section 1. Purpose; Consideration.

- (a) The Developer owns that certain 2.47 acre tract located in Williamson County, Texas, being more particularly described in **Exhibit A** attached hereto and incorporated herein for all purposes (the "Property") and wishes to develop the Property for retail sales/service and gas station (the "Development"). The Developer desires that the City be able to enforce the development standards set forth herein through its building permit, inspection, and certificate of occupancy processes by this agreement, given that House Bill 2439 adopted in the 86th Legislative Session limits the ability of cities to enforce certain development standards governing building materials by ordinance.
- (b) The Developer will benefit from the City enforcing the Development Standards as set forth herein because it will be more efficient and cost-effective for compliance to be monitored and enforced through the City's building permit and inspection processes and will help ensure that the Development is built out as planned by the Developer after conveyance to the builder of homes or other buildings and structures authorized by the applicable zoning regulations. The City will benefit from this Agreement by having assurance regarding certain development standards for the Development, having certainty that such Development Standards may be enforced by the City, and preservation of property values within the City.
- (c) The benefits to the Parties set forth in this Article 1, plus the mutual promises expressed herein, are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by both Parties.

Section 2. Term; Termination.

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

Section 3. Development Standards.

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

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

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

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

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

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

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

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

Section 10. Force Majeure.

(a) The term "force majeure" as employed herein shall mean and refer to acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemies, orders of any kind of the government of the United States, the State of Texas or any civil or military authority; insurrections; riots; epidemic; landslides; lightning, earthquakes; fires, hurricanes; storms, floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines, or canals; or other causes not reasonably within the control of the party claiming such inability.

(b) If, by reason of force majeure, any party hereto shall be rendered wholly or partially unable to carry out its obligations under this Agreement, then such party shall give written notice of

the full particulars of such force majeure to the other party within ten (10) days after the occurrence thereof. The obligations of the party giving such notice, to the extent effected by the force majeure, shall be suspended during the continuance of the inability claimed, except as hereinafter provided, but for no longer period, and the party shall endeavor to remove or overcome such inability with all reasonable dispatch.

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

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

Any notice mailed to the City shall be addressed:

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

with copy to:

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

Any notice mailed to the Developer shall be addressed:

303 Sonny Drive, LLC
Attn: Ed Awad
4125 E Austin Street
Giddings, Texas 78942
Lee County

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

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

any duty or obligation undertaken by Developer pursuant to this Agreement, including any benefits that may have been otherwise available to Developer but for this Agreement.

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

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

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

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

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

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

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

Section 21. Anti-Boycott Verification. To the extent this Agreement constitutes a contract for

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:
303 SONNY DRIVE, LLC

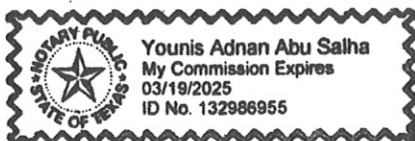
By: Ednan Awad
Name: Ed Awad
Title: Managing Member

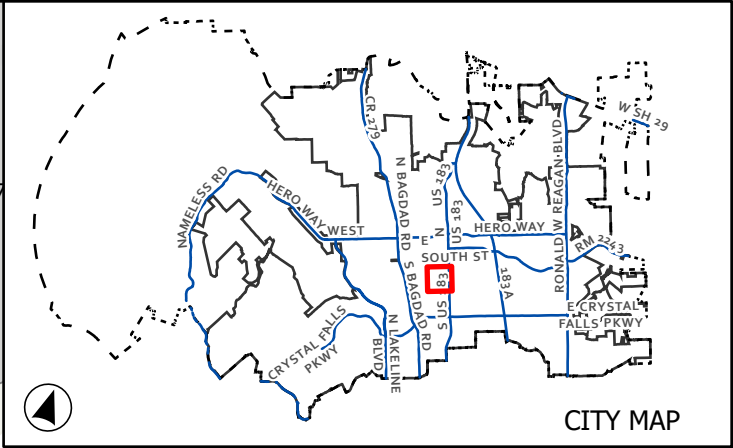
THE STATE OF TEXAS §
COUNTY OF Lee §

This instrument was acknowledged before me on this 22 day of January, 2024, by Adnan, Awad of 303 Sonny DR., a TEXAS company, on behalf of said company.
LLC

(SEAL)

Younis Adnan
Notary Public, State of Texas





CASE: DA-23-0029 ATTACHMENT 2 SONNY RETAIL CENTER

Location Map

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

0 75 150

Feet

- City Limits
- ETJ Boundary
- Subject Boundary

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EXECUTIVE SUMMARY
3/7/2024

AGENDA SUBJECT:

Approval of an Ordinance regarding conditions under which building permits may be issued before the completion and acceptance of subdivision infrastructure for a temporary period of time to address the effects of the supply chain issues associated with power supply and drought conditions, and to provide for related matters, Leander, Williamson & Travis Counties, Texas.

BACKGROUND:

In the summer of 2022, Pedernales Electric (PEC) started experiencing material and equipment shortages caused by global supply chain disruptions. This issue has resulted in delays to energizing subdivisions, closing out construction plans, and issuance of building permits. City Staff has maintained contact with PEC through calls and emails to keep up to date on the status of the different subdivisions. A temporary ordinance was adopted on August 18, 2022 to provide a compromise to help the builders continue to move forward with their projects and reconfirmed February 16, 2023. This ordinance also allows for the Executive Director of Development Services to require that escrow is posted in lieu of planting landscaping during significant drought conditions.

The term of the ordinance was six (6) months with the option to extend or remove at any time based on the supply chain. Staff has been in communication with PEC and has confirmed that there are still issues with supply chain.

HISTORY/TIMELINE:

08/18/2022 Initial Temporary Ordinance was adopted
02/16/2023 Reconfirm Temporary Ordinance
08/17/2023 Reconfirm Temporary Ordinance

APPLICANT/AGENT:

City of Leander

RECOMMENDATION:

Staff recommends leaving the ordinance in place and re-evaluating in the six (6) months. Staff will continue to remain in contact with both PEC and the HBA regarding this issue.

PRESENTER:

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

Fiscal Impact

N/A

Attachments:

1. Ordinance Supply Chain

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, PROVIDING FOR THE TERMS AND CONDITIONS UNDER WHICH BUILDING PERMITS MAY BE ISSUED BEFORE THE COMPLETION AND ACCEPTANCE OF SUBDIVISION IMPROVEMENTS FOR A TEMPORARY PERIOD OF TIME TO ADDRESS THE EFFECTS OF SUPPLY CHAIN ISSUES AND DROUGHT CONDITIONS; PROVIDING FOR THE PERIOD OF TIME THAT THIS ORDINANCE WILL BE IN EFFECT; AND PROVIDING FOR RELATED MATTERS.

Whereas, the City of Leander, Texas (the “City”) ordinances, regulations, practices, and policies require that subdivision improvements be completed and accepted by the City before building permits may be issued; and

Whereas, Section 73 of the Subdivision Ordinance provides that no building permit shall be issued for any new structure on any tract of land that is not in compliance with the provisions of the City’s subdivision ordinance and all applicable provisions of the City’s Code of Ordinances, except as may be exempted by the City Council; and

Whereas, due to material shortages and supply issues, delivery of the transformers and other improvements and the installation of electric infrastructure within subdivisions by the Pedernales Electric Cooperative (“PEC”) has been delayed;

Whereas, due to drought conditions and water concerns, it would be in the best interest of the City and developer to delay the installation of landscaping, and

Whereas, the City Council desires to grant a temporary exemption from the requirement that subdivision improvements must be completed and accepted by the City before building permits may be issued under the terms and conditions set forth in this Ordinance;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF 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. Issuance of Building Permits Before Acceptance of Subdivision Improvements. A person who wishes to submit a building permit application and receive a building permit for a lot before the City has accepted the subdivision improvements shown on the City-approved construction plans for the subdivision in which the lot is located must comply with the terms and conditions of this Section. The term “improvements” shall have the meaning set

forth in Section 1, Article 10.02, Exhibit A of the City of Leander Code of Ordinances (the “Subdivision Ordinance”).

(a) Building permit applications may be submitted to the City for review if the following conditions are met. A building permit application shall be rejected if the following conditions are not met.

- 1) All improvements, except for landscaping and/or street lights to be owned by the City (the “Street Light Improvements”), in the subdivision in which the lot is located, have been installed and completed, and the City’s inspector has confirmed that such improvements have been completed in accordance with the City-approved construction plans and applicable regulations, and, in the case of Street Light Improvements, the installation of the Street Light Improvements has not been completed due to lack of materials to complete the electrical wiring and related electrical infrastructure to make the street lights operational. The City inspector’s confirmation of completion issued under this subsection shall not constitute City acceptance of the improvements.
- 2) The final plat for the subdivision in which the lot is located has been recorded and addresses for the lots within the subdivision have been assigned.

(b) A building permit for an application submitted under Section 2(a) may be issued only if the following requirements are met:

- 1) The building permit application meets the requirements of all applicable City regulations except as specifically provided otherwise by this Ordinance, and the requirements of Section 2(a) are met.
- 2) PEC has released the subdivision for construction and the construction costs for the construction of the PEC facilities required for the subdivision are paid in full.
- 3) Cash fiscal has been posted in escrow with the City, using the City’s standard form of escrow agreement, for the completion of the Street Light Improvements and/or landscaping, as applicable. Any fiscal surety filed with the City for the subdivision in which the lot is located that guarantees completion of the Street Light Improvements and/or landscaping, as applicable, may be used in lieu of a cash fiscal posting.

(c) Construction of the building authorized by the building permit issued under this Section may continue until the completion of all inspections up to the permanent power inspection step. Work on the building after the permanent power inspection step must stop if PEC has not energized the subdivision.

(d) No certificate of occupancy will be issued until the landscaping and/or Street Light Improvements, as applicable, and the subdivision improvements for the subdivision in which the building is located are complete and accepted by the City and the subdivision in which the lot is located has permanent electrical power. It will be the responsibility of the person requesting the certificate of occupancy to cause the electrical meter(s) to be set and installed to connect the Street Light Improvements and the building to PEC’s facilities.

- (e) The City may issue a stop work order for a building that does not comply with Section 2(c).

Section 3. Issuance of Building Permits and Partial Acceptance of Subdivision Improvements.

(a) The City may accept dedication of the subdivision improvements even though the electrical infrastructure for the Street Light Improvements has not been completed, provided that the following conditions are met:

- 1) The conditions of Sections 2(a)(1) and 2(b)(2) and (3) are met; and
- 2) The requirements of Section 28(g)(4)(ii)-(ix) of the City's subdivision ordinance are met.

(b) The City may accept dedication of the subdivision improvements even though the landscaping for the subdivision has not been completed, provided that the following conditions are met:

- 1) The applicant makes a cash escrow payment to the City for the amount of the estimate for the cost of such landscape improvements plus fifteen percent (15%); and
- 2) The Texas Commission on Environmental Quality, or successor agency, does not require the landscaping to be installed in relation to any water quality ponds; and
- 3) Any required erosion controls remain in place; and
- 4) The requirements of Section 28(g)(4)(ii)-(ix) of the City's subdivision ordinance are met.

(c) A person may submit a building permit application and receive a building permit for a lot in a subdivision in which the subdivision improvements have been partially accepted as authorized in Section 3(a) or (b). The building permit application must meet the requirements of all applicable City regulations except as specifically provided otherwise by this Section.

(d) No certificate of occupancy shall be issued until all Street Light Improvements and/or landscaping, as applicable, are installed in compliance with the approved plans. It will be the responsibility of the person requesting the certificate of occupancy to cause the electrical meter(s) to be set and installed to connect the Street Light Improvements and the building to PEC's facilities.

Section 4. Landscape Installation. The Executive Director of Development Services may require that escrow is posted in lieu of planting landscaping when the City is faced with significant drought conditions.

Section 5. Temporary Exemption; Denial of Building Permit. The provisions of this Ordinance are intended to be a temporary exemption from City regulations governing issuance of building permits. The City shall deny a building permit that does not comply with the requirements of this Ordinance. The City Council shall review this Ordinance within six months of the effective date, or sooner in the event of changed circumstances, to determine whether the Ordinance should be repealed, modified, or continued.

Section 6. Conflicting Ordinances. Any ordinances or parts thereof conflicting or inconsistent with the provisions of this ordinance as adopted and amended herein, are temporarily suspended to the extent of such conflict only until such time that this Ordinance is repealed. In the event of a conflict or inconsistency between this ordinance and any other code or ordinance of the City during the time that this ordinance is in effect, the terms and provisions of this ordinance shall govern.

Section 7. Savings. All rights and remedies of the City of Leander are expressly saved as to any and all violations of the provisions of any ordinances affecting the City's subdivision or building permit regulations which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

Section 8. Effective Date. This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Tex. Loc. Gov't. Code.

Section 9. Severability. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this ordinance of any such invalid phrase, clause, sentence, paragraph or section.

If any provision of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision, and to this end the provisions of this Ordinance are declared to be severable.

Section 10. Open Meetings. It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED on this 7th day of March, 2024.

ATTEST:

CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor



EXECUTIVE SUMMARY
3/7/2024

AGENDA SUBJECT:

Approval of Ordinance Case OR-23-0016 to amend Appendix A of the Leander Code of Ordinances to update the fees associated with development applications and inspections in response to House Bill 3492, to no longer base the fee on the cost of construction, and to provide for related matters; Williamson & Travis Counties, Texas.

BACKGROUND:

The City recently updated the Development Fees in response to House Bill 3492. This bill requires that the City changed how the fees were calculated to no longer base the fee on the cost of construction. Since the change, we have received applications for reclaimed water lines in Travisso. The implementation of the new fee is significantly higher and not proportionate to the cost of the review and inspections. Staff is recommending that an additional option is added to allow for staff to make adjustments to address other types of infrastructure that may not fit into a listed category. The change will allow for staff to make a determination based on the proposed time frame of a review and inspection as well as take in to account costs from the third party entity.

HISTORY/TIMELINE:

08/17/2023 Adoption of the Updated Fee Schedule in response to HB 3492

APPLICANT/AGENT:

City of Leander

RECOMMENDATION:

Staff recommends approval.

PRESENTER:

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

Fiscal Impact

N/A

Attachments:

1. Ordinance Fee Schedule Other Improvements

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS AMENDING SECTIONS OF A3.003 OF APPENDIX A, LEANDER CODE OF ORDINANCES TO REVISE SITE DEVELOPMENT, SUBDIVISION, AND ZONING RELATED FEES; PROVIDING A SEVERABILITY CLAUSE, PROVIDING SAVINGS, EFFECTIVE DATE AND OPEN MEETINGS CLAUSES, AND PROVIDING FOR RELATED MATTERS.

Whereas, the City Council of the City of Leander, Texas (the “City”), a home rule-city, has the authority to set fees reasonable and necessary for the operation of the City;

Whereas, the City Council finds that the fees set forth in this ordinance are reasonable and necessary to defray costs of provision, administration, and management of City services;

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

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

Section 2. Amendment to the Subdivision fees. Section A3.003 (3) (a) (ii) is hereby amended as follows:

- (3) Construction plan fees
 - a. Construction plan review fee:
 - ii. Offsite Improvements – Offsite Improvements are construction plans for any required improvement, which lies outside of the property being developed.
 - 1. \$2.50 per linear foot per offsite infrastructure improvement (drainage, water, wastewater, and other similar improvements)
 - 2. \$2.50 per square foot of sidewalks, deceleration lanes, streets, and other similar improvements
 - 3. \$10,000.00 traffic signals and signal modifications
 - 4. \$20,000.00 per lift station
 - 5. \$10,000.00 per pump station
 - 6. For Offsite Infrastructure improvements other than specified above as determined by City Engineer or his/her assigns:
 - i. The hourly rate for the estimated actual direct time of the City’s Employees performing the subdivision construction plan review per offsite infrastructure improvement other than specified above as determined by City Engineer or his/her assignees; and/or

- ii. The actual costs assessed to the City by a third-party entity that provides subdivision construction plan review services to the City.

Section 3. Amendment to the Subdivision fees. Section A3.003 (3) (b) (ii) is hereby amended as follows:

(3) Construction plan fees

b. Public infrastructure improvement inspection fee:

- ii. Offsite Improvements – Offsite Improvements are construction plans for any required improvement, which lies outside of the property being developed.
 - 1. \$7.50 per linear foot per offsite infrastructure improvement item (drainage, water, wastewater, and other similar improvements)
 - 2. \$5.00 per square foot of sidewalks, deceleration lanes, streets, and other similar improvements
 - 3. \$25,000.00 per traffic signal and signal modifications
 - 4. \$100,000.00 per lift station
 - 5. \$40,000.00 per pump station
 - 6. For Offsite Infrastructure improvements other than specified above as determined by City Engineer or his/her assigns:
 - i. The hourly rate for the estimated actual direct time of the City's Employees performing the subdivision construction inspections; or
 - ii. The actual costs assessed to the City by a third-party entity that provides subdivision construction inspection services to the City.

Section 4. Conflicting Ordinances. Article 3.000, Appendix A, Leander Code of Ordinances is amended as provided herein. All ordinances or parts thereof conflicting or inconsistent with the provisions of this ordinance as adopted herein, are hereby amended to the extent of such conflict. In the event of a conflict or inconsistency between this ordinance and any other code or ordinance of the City, the terms and provisions of this ordinance shall govern.

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

Section 6. Effective Date. This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Tex. Loc. Gov't. Code and the City Charter.

Section 7. Severability. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any

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

Section 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.

PASSED AND APPROVED on the 7th day of March, 2024.

ATTEST:

THE CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor



EXECUTIVE SUMMARY
3/7/2024

AGENDA SUBJECT:

Award of Solicitation S24-004 to Double Eagle Entertainment (Contract L00333) for the purchase of entertainment and event management services in the amount of \$285,000.00 for the term of the contract expiring March 6, 2029; providing for an effective date; and authorize the Interim City Manager to execute any and all necessary documents.

BACKGROUND:

This award recommendation is for the City of Leander's Parks and Recreation Department to establish a contract with Double Eagle Entertainment for entertainment and event management services needed to support City operations.

The RFP solicitation was advertised in the Hill Country News newspaper and posted to the City of Leander solicitation website. A total of eight hundred eighteen (818) vendors were contacted. No HUB vendors were located in Williamson County. A total of two (2) vendor responses were received.

It has been determined that Double Eagle Entertainment offers the best value to the City. Therefore, the Parks and Recreation Department recommends the contract be awarded to Double Eagle Entertainment for entertainment and event management services required to support City operations.

An evaluation team with expertise in this area evaluated the offers and scored Double Eagle Entertainment as the best to provide these services based on the Respondent's Company Work Experience & Personnel, Respondent's Solution & Program, and Cost.

Respondents and point distribution are listed below based on a one hundred (100)- point scale:

Double Eagle Entertainment: 93 points

In Depth Events, Inc.: 79 points

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval.

PRESENTER:

Mark Tummons, Director of Parks and Recreation

	<u>Fiscal Impact</u>
<u>Amount requested:</u>	\$57,000.00 annually, total of \$285,000.00
<u>Approved in current budget (Yes / No):</u>	Yes
<u>Expenditure (New / Amended):</u>	New
<u>Recurring or one-time:</u>	Recurring
<u>Fund source (Operating / Utility / etc.):</u>	Operating

- Attachments:**
1. Double Eagle Entertainment Contract
 2. Exhibit A S24-004 Entertainment and Production Svcs
 3. Exhibit B- Double Eagle Entertainment Proposal

**CONTRACT BETWEEN THE CITY OF LEANDER ("City")
AND
DOUBLE EAGLE ENTERTAINMENT ("Contractor")
FOR
ENTERTAINMENT AND EVENT MANAGEMENT SERVICES
FOR PARKS AND RECREATION
CONTRACT L00333**

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Double Eagle Entertainment having offices at 509 Turkey Trot, Burnet, TX 78611 and the City, a home-rule municipality incorporated by the State of Texas and is effective as of the date executed by the City ("Effective Date").

1.1 This Contract is composed of the following documents:

1.1.1 This Contract Cover Sheet

1.1.2 The City's Solicitation, RFP S24-004 including all documents incorporated by reference herein as Exhibit A.

1.1.3 Double Eagle Entertainment Offer, dated January 26, 2024, as incorporated herein as Exhibit B.

1.2 Order of Precedence: Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

1.2.1 This Contract Cover Sheet

1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference.

1.2.3 The Contractor's Offer as referenced in Section 1.1.3.

1.3 Term of Contract: The Contract will be in effect for an initial term of five years. See the Term of Contract provision in Supplemental Terms and Conditions for additional Contract requirements.

1.4 Compensation: This Contract is for an estimated amount of \$285,000.00.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

DOUBLE EAGLE ENTERTAINMENT

Damon Beierle

Printed Name of Authorized Person



Signature

Owner

Title:

2/20/2024

Date:

EXHIBIT A – City's Solicitation
EXHIBIT B – Contractor's Offer

Contract L00333

CITY OF LEANDER

Isaac D. Turner

Printed Name of Authorized Person

Signature

Interim City Manager

Title:

March 7, 2024

Date:



City of Leander

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

REQUEST FOR PROPOSAL (RFP)

ENTERTAINMENT AND EVENT MANAGEMENT SERVICES FOR PARKS AND RECREATION

SOLICITATION NUMBER S24-004

JANUARY 2024

**ENTERTAINMENT AND EVENT MANAGEMENT SERVICES FOR PARKS AND RECREATION
PART I
GENERAL REQUIREMENTS**

1. **PURPOSE:** The City of Leander, herein after “the City” seeks proposals from firms experienced in to provide turnkey event concept, talent procurement and contracting, stage, sound, and lighting equipment rental and setup, logistics management, and budget management for Liberty Fest in July and Bluegrass Festival in October each year. These events for the City post high attendance and garner press throughout the region.

The City of Leander is located 25 miles north of Austin, Texas and has a population of close to 82,000 residents. The City Parks and Recreation Department is responsible for the successful management of the community events in the City. Fireworks purchasing and planning is not part of this contract.

2. **SOLICITATION PACKET:** This solicitation packet is comprised of the following:

Description	Index
Part I – General Requirements	Page(s)
Part II – Definitions, Standard Terms and Conditions and Insurance Requirements	Page
Part III – Supplemental Terms and Conditions	Page(s)
Part IV – Scope of Work	Page(s)
Part V – Proposal Preparation Instructions and Evaluation Factors	Page(s)
Attachment A – Reference Sheet	Separate attachment
Attachment B – Conflict of Interest Questionnaire	Separate attachment
Attachment C – Subcontractor Information Form	Separate attachment

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

EVENT	DATE
Solicitation released	January 4, 2024
Deadline for submission of questions	January 15, 2024 @ 5:00 PM, CST
City responses to questions or addendums	Approximately January 17, 2024, by 5:00 PM, CST
Deadline for submission of responses	January 30, 2024 @ 3:00 PM, CST

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

<https://leandertx.bonfirehub.com/>

The City reserves the right to modify these dates. Notice of date change will be posted to the City’s website:

<https://leandertx.bonfirehub.com/>

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

5. **RESPONSE DUE DATE:** Appropriately submitted responses are due at or before 3:00 PM, on the due date noted in PART I, Section 3 – Schedule of Events. The Offeror shall respond via the City’s electronic bidding platform, Bonfire: <https://leandertx.bonfirehub.com/>
- A. This request for proposal (RFP) does not commit the City to contract for any supply or service.
 - B. No paper or submittals outside of Bonfire will be accepted by the City for this solicitation.
 - C. Responses cannot be altered or amended after digital opening.
 - D. No response can be withdrawn after opening without written approval from the City for an acceptable reason.
 - E. The City will not be bound by any oral statement or offer made contrary to the written specifications.
 - F. Samples (if applicable) shall be provided at the Respondent’s expense and shall become the property of the City.
 - G. Late responses will not be permitted nor considered.
6. **SUSPENSION OR DEBARMENT CERTIFICATION:** The provisions of the Code of Federal Regulations 2 CFR part 180 suspension and debarment may apply to this agreement. The City of Leander is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from doing business with the Federal Government, State of Texas, or the City of Leander.
7. **CERTIFICATE OF INTERESTED PARTIES:** Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 “Certificate of Interested Parties” that is signed for a contract award requiring council authorization. The “Certificate of Interested Parties” form must be completed on the Texas Ethics Commission website, printed, signed, and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution. Link to Texas Ethics Commission Webpage: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
8. **EX PARTE COMMUNICATION:** Please note that to insure the proper and fair evaluation of an offer, the City of Leander prohibits ex parte communication (e.g., unsolicited) initiated by the Offeror to the City Official, Employee, City Consultant, or Evaluation Team member evaluating or considering the offers prior to the time an award decision has been confirmed. Communication between an Offeror and the City will be initiated by the appropriate City Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the offer. Ex parte communication may be grounds for disqualifying the offending Offeror from consideration of award in evaluation or any future bid.

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

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

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

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

**PART III
SUPPLEMENTAL TERMS AND CONDITIONS**

1. **AGREEMENT TERM:** The terms of the awarded agreement shall include but not be limited to the following:
 - A. The term of the Agreement shall begin from date of award and shall remain in full force for sixty (60) months.
 - B. Upon expiration of the contract term, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period as is reasonably necessary to re-solicit and/or complete the project up to 120 days.
2. **RESPONDENT QUALIFICATIONS:** The City has established the following minimum qualifications. Respondents who do not meet the minimum qualifications will not be considered for award. The Respondent shall:
 - A. Be firms, corporations, individuals, or partnerships normally engaged in providing entertainment and event management services as specified herein and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City.
 - B. Respondent shall have a minimum of three (3) years providing entertainment and event management services for similar activities.
 - C. The Respondent shall include in the proposal a list of all litigation the company or its principals have been involved in within the last three (3) years.
 - D. Be domiciled in or have a home office inside the United States. Respondents domiciled outside the United States, or not having a home office inside the United States will not be included for consideration in this RFP process.
3. **SUBCONTRACTORS:** If Subcontractors will be used the Respondent is required to complete and submit with their proposal response Attachment C- Subcontractor Information Form. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractors own acts and omissions. The Contractor shall:
 - A. Require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications, and terms of the Contract.
 - B. Require that all Subcontractors obtain and maintain, throughout the term of their agreement, primary insurance in the type and amounts specified for the Contractor, with the City being named as an additional insured; and
 - C. Require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
 - D. Awarded Contractor is required to submit a list of all subcontractors for approval by the City prior to use of any subcontractors throughout the term of the contract.
4. **RETAINAGE:** The City will withhold 10 percent (%) retainage until completion of each event required by the Contract. The Contractor's invoice shall indicate the amount due, less the retainage. Upon final acceptance of the work, the Contractor shall submit an invoice for the retainage to the City and payment will be made as specified in the Contract. Payment of the retainage by the City shall not constitute nor be deemed a waiver or release by the City of any of its rights and remedies against the Contractor for recovery of amounts improperly invoiced or for defective, incomplete, or non-conforming work under the Contract.
5. **SAFETY:** The City reserves the right to remove any employee from City property for violation of federal, state, and local health, safety and environmental laws, ordinances, rules, and regulations. The Respondent shall:
 - A. Ensure that all employees comply with all Occupational Safety and Health Administration (OSHA), State, and City safety and occupational health standards and other applicable federal, state, and local health, safety, and environmental laws ordinances, rules, and regulations in the performance of these services.
 - B. Be held responsible for the safety of their employees and unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site. In case of conflict, the most stringent safety requirement shall govern.
 - C. Indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines penalties and liability of every kind arising from the breach of the Successful Respondents' obligations under this paragraph.

6. WORKFORCE: Successful Respondent shall:

- A. Ensure Respondent's employees perform the services in a timely, professional, and efficient manner.
- B. Ensure Respondent's employees, while working on City property, wear a company uniform that clearly identifies them as the Respondent's employee and is more professional in nature.

7. PRICING: The Respondent shall determine and submit a fixed cost for the work and shall include all incidental costs, labor, overhead charges, travel, payroll expenses, freight, equipment acquisition and maintenance, demurrage, fuel surcharges, delivery charges, costs associated with obtaining permits, insurance, bonds, and risk management. No separate line-item charges shall be permitted for either response or invoice purposes.

The City shall provide the successful Respondent with an annual budget for the events.

8. ACCEPTANCE/INSPECTION: Acceptance/Inspection should not take more than two (2) working days. The awarded respondent will be notified within the time frame if the services delivered are not in full compliance with the specifications. In the event the services are not performed to the satisfaction of the City the Contractor shall agree to reperform services to specification at no additional cost to the City. If any agreement or purchase order is cancelled for non-acceptance, the needed services may be purchased elsewhere.

9. PERFORMANCE REVIEW: The City reserves the right to review the awarded Contractor's performance anytime during the contract term.

10. ORDER QUANTITY: The quantities shown on the solicitation are estimates only. No guarantee of any minimum or maximum purchase is made or implied. The City will only order the services/goods needed to satisfy requirements within budgetary constraints, which may be more or less than indicated.

11. AWARD: The City reserves the right to enter into an Agreement or a Purchase Order with a single award, split award, primary and secondary award, non-award, or use any combination that best serves the interest and at the sole discretion of the City. Respondents to the solicitation will be notified when City staff recommendation of award has been made. The award announcement will be posted to the City's website at <https://leandertx.bonfirehub.com/> once City Council has approved the recommendation of award and the agreement has been executed.

12. POINT OF CONTACT / DESIGNATED REPRESENTATIVE:

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

- B. **The City's designated representative:**

Marisel Guenther
Special Event Coordinator
Parks and Recreation Department
Phone: 512-528-2997
E-mail: mguenther@leandertx.gov

- C. Do not contact the individual listed above with questions or comments during the course of the solicitation.

13. INTERLOCAL PURCHASING AGREEMENTS:

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

PART IV SCOPE OF WORK

1. INTRODUCTION AND BACKGROUND:

The City of Leander, herein after “the City” seeks proposals from firms experienced in to provide turnkey event concept, talent procurement and contracting, stage, lighting, and sound equipment rental and setup, logistics management, and budget management for Liberty Fest in July and Bluegrass Festival in October each year. These events for the City post high attendance and garner press throughout the region.

The City of Leander is located 25 miles north of Austin, Texas and has a population of close to 82,000 residents. The City Parks and Recreation Department is responsible for the successful management of the community events in the City. Fireworks purchasing and planning is not part of this contract.

2. CONTRACTOR RESPONSIBILITIES: The Contractor shall-

- A. Observe the date selection the City provides for these events and plan accordingly.
- B. Coordinate the hire of an emcee for each event and an artist to sing the National Anthem.
- C. Provide the City with a timeline for each event being planned and discuss ideas in coordination with Park staff.
- D. Present musical talent options to the Parks and Recreation staff for selection.
- E. Perform all talent contracting and management tasks.
- F. Rent and provide for installation of stage, pipe and drape, sound system, and other required equipment as well as stage and equipment take-down and clean-up.
- G. Provide all necessary generators and other equipment Entertainment requires to run audio/lighting systems for duration of event.
- H. Provide necessary security for equipment left on premises.
- I. Coordinate lighting for entertainment and stage presentations.
- J. Provide logistics and coordination of events leading up to and on the day(s) of the event.
- K. Create, manage, and reconcile budget and timelines.
- L. Assign and delegate tasks to volunteer teams.
- M. Services shall be performed at the following location:

Bluegrass Festival Mason Homestead 1101 S Bagdad Rd. Leander, Texas 78641	Liberty Festival Devine Lake Park 1807 Waterfall Ave. Leander, Texas 78641
--	---
- N. Seamlessly deliver a quality event the City can be proud of.

3. CITY RESPONSIBILITIES: The City will-

- A. Identify the dates and times of the appropriate engagements months in advance.
- B. Attend concept discussions with the Contractor.
- C. Provide access for Contractor to the site.
- D. Provide portable toilets to attendees on days of events.

PART V
PROPOSAL PREPARATION INSTRUCTIONS
AND EVALUATION FACTORS

1. **PROPOSAL ACCEPTANCE PERIOD:** All proposals are valid for a period of one hundred and twenty (120) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal.
2. **PROPOSAL RESPONSE:** Responses shall be clear and concise while appropriately responding to the evaluation criteria listed below in Section 3.
 - ☐ A statement of your compliance with all applicable rules and regulations of Federal, State and Local governing entities.
 - ☐ List of Exceptions (if any)- Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal by the City. Exceptions to this solicitation if any, shall be submitted on a separate sheet labeled "Exceptions" with the Respondent's proposal.
 - ☐ Acknowledge Addenda (if applicable)
 - ☐ Attachment A- Reference Sheet
 - ☐ Attachment B- Conflict-of-Interest Questionnaire
 - ☐ Attachment C- Subcontractor Form (if applicable)
 - ☐ Attachment D- Cost Proposal Sheet
 - ☐ Company Information- which gives in brief, concise terms, a summation of the proposal. Include the following-
 - ☐ **Business Organization:** State full name and address of your organization and identify parent company if you are a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate.
 - ☐ **Project Management Structure:** Provide a general explanation and chart which specifies project leadership and reporting responsibilities; and interface the team with City project management and team personnel. If use of subcontractors is proposed, identify their placement in the primary management structure, and provide internal management description for each subcontractor.
 - ☐ **Authorized Negotiator:** Include the name, email address, and telephone number of the person(s) in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.
 - ☐ Segment requirements listed below.
3. **EVALUATION CRITERIA:**
 - A. **Segment 1 – Respondent's Solution and Program**
 - i. **Tab 1 - System Concept and Solution:** Define in detail your understanding of the requirement presented in the Scope of Work of this request for proposal and your system solution. Provide all details as required in the Scope of Work and any additional information you deem necessary to evaluate your proposal.
 - ii. **Tab 2 - Program:** Respondent shall provide overview of their event management service commitments and approach. City is seeking insight into experience and lessons learned to gain understanding and confidence in Respondent's ability. As part of your proposal, you must also indicate:
 - a. A description of your work program by tasks. Detail the steps you will take in proceeding from Task 1 (planning) to the final tasks (event completion). Provide an estimated timeline of steps needed for event launch.
 - b. Establish when advance payments would be required to secure talent and gain approval of Park personnel prior to commitment.
 - c. Identify the points at which Park staff would be involved in the resulting activity.
 - d. Provide an estimate of the number of Contractor employees involved in each event and anticipated subcontractors.

- e. Provide a submittal of all equipment to be used or rented in the ordinary course of implementing these types of events.
- f. Provide a submittal of all talent where a working relationship exists. No

B. Segment 2 – Company Work Experience and Personnel:

- i. **Prior Experience:** State the number of years the Respondent company has been providing entertainment and event management service. Describe only relevant municipal, corporate, and individual experience for the company and personnel who will be actively engaged in the project. Do not include corporate experience unless personnel assigned to this project actively participated. Do not include experience prior to 2014. Supply the project title, year, and reference name, title, present address, and phone number of principal persons for whom prior projects were accomplished.
- ii. **Personnel:** Include names, qualifications, certifications, and resumes of **all** personnel who will be assigned to the account **including** non-administrative employees. State the primary work assigned to each person; identify key people by name and title.

I. Segment 3 – Cost Proposal: Information described in the following subsections is required from each Proposer. Your method of costing may or may not be used but should be described. An event's budget will be based off of the City's annual allowance for each event- the range for Bluegrass Festival is approximately \$10,000-\$17,000 and Liberty Fest is usually between \$30,000 and \$40,000. Ten percent (10%) of the total event price will be retained until submission and acceptance of all work products for an event.

- i. **Manpower.** Itemize to show the following for each category of personnel with separate hourly rates. This will become part of the resulting Contract.
 - a. Hourly event planning and management cost.
 - b. Estimated hours for each category of personnel.
 - c. Rate applied for each category of personnel.
- ii. Stage rental rates.
- iii. Sound equipment rental rates.
- iv. Stage lighting services.
- v. Set-up and take-down fees.
- vi. Talent contracting mark-up.
- vii. Travel Expenses- Travel expenses shall be in compliance with City travel policy.
- viii. Other itemized costs.
- ix. Estimated Annual Total (not to exceed) on Attachment D- Cost Proposal Sheet. This should include all supplies and materials required to successfully perform the Contract.

4. EVALUATION CRITERIA: The intent of the City is to award to one Respondent in accordance with the evaluation criteria below. The purpose of this evaluation criteria is to determine which responsive and responsible proposal **best meets the requirements and provides the best overall value to the City.**

A. Evaluation Criteria:	Weights:
• Respondent's Solution and Program (Segment 1)	25 pts
• Company Work Experience and Personnel (Segment 2)	35 pts
• <u>Cost Proposal (Segment 3)</u>	<u>40 pts</u>
Maximum Weight:	100 pts

- B.** An evaluation committee will be established to evaluate the proposal. The committee will include employees of the City and may include other impartial individuals who are not City employees. The evaluation committee will determine if discussions and/or Best and Final Offers (BAFO) are necessary. Award of a contract may be made without discussions or BAFO, if in the best interest of the City. The evaluation committee may determine that discussions are necessary to clarify or verify a written proposal response. The City may, at its discretion, elect to have respondents provide oral presentations of their proposal. The City reserves the right to rescore an offer based on provided discussions. A request for a BAFO is at the sole discretion of the City and will be requested in writing. The evaluation committee will evaluate the finalists and make a recommendation for award.

- C. The City reserves the right to reject any or all proposals submitted, or to award to the respondent who in the City's opinion, offers the best value to the City. The City also reserves the right to cancel the RFP process and pursue alternate methods for providing the requirements.
- D. The City reserves the right to conduct studies and other investigations as necessary to evaluate any proposal.
- E. The City reserves the right to waive any minor technicality, irregularities, or informalities noted in the submission process. Submission of proposal confers no legal rights upon any Respondent.
- F. The City reserves the right to request further documentation or information and to discuss proposal response with any Respondent in order to answer questions or to clarify any aspects of the proposal.
- G. The City may develop a "short list" of qualified proposal and may determine that the Respondent(s) should submit a Best and Final Offer (BAFO). Each "short listed" Respondent will be given a reasonable opportunity for discussion and revision of their proposal.

5. AGREEMENT NEGOTIATIONS AND AWARD PROCESS:

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

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

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

Solicitation Number

RFP #S24-004



509 Turkey Trot ♦ Burnet, TX 78611

(512) 585-8215

Damon Beierle

Submitted 1-26-2024

Letter of Transmittal

Understanding

Solicitation Number RFP #S24-004 has been prepared in accordance with the specifications set out in the request. This solicitation has been prepared so that Double Eagle Entertainment may be able provide turnkey event concept, talent procurement and contracting, stage and sound equipment rental, logistics management and budget management for Liberty Festival and Bluegrass Festival each year.

Double Eagle Entertainment will be expected to fully manage the event and entertainment portion of both festivals. This would include providing sound, light & stage rentals at the best possible value for the city. In addition, Double Eagle Entertainment would work with others involved to include but not limited to pre-event planning meetings, logistics needs, timeline creation, expectations of other aspects, as well as safety and security of artists, crew, volunteers, staff and guests.

Double Eagle Entertainment will be responsible to make offer and negotiate the best possible value to the city for artists that the city has approved of. Double Eagle Entertainment will make contract with the artists once the selection and confirmation process has ended.

From planning to event clean-up, Double Eagle Entertainment will be committed and in step with the city to ensure every detail is covered.

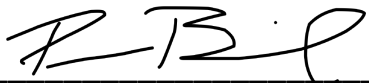
Company Representatives

The following are authorized to make representations for Double Eagle Entertainment

Owner Damon Beierle ♦ 509 Turkey Trot Burnet, TX 78611 (512) 585-8215
[REDACTED]

Production Manager David Lackey ♦ PO BOX 818 Burnet, TX 78611 (830) 385-1480
[REDACTED]

Signature



Damon Beierle – Owner ♦ Double Eagle Entertainment

Firm Qualifications & Experience

Qualifications & Experience

For 19 Years Double Eagle Entertainment has worked with 10 different Municipalities, 4 Chambers of Commerce, 6 nationwide private corporations and over 200 private individuals providing various event services, ranging from all or part of the following; Event concept, Budgeting, pre-planning, timeline development, artist contracting, stage contracting, production contracting, event set-up, stage management, event tear down, clean-up, post event review and discussions, logistic planning to include sanitation services procurement, food vendor management, safety planning with local emergency services personnel, ticket sales, marketing plan management and development, event sponsor solicitation, DJ and Emcee services, Venue searches, barricade/fencing design, and general consultant type work.

Available Resources and Consultant Location

Double Eagle Entertainment is a full service, talent buyer, event management, production and promotion company with a staff of 10 experienced and qualified people, not including independent contractors. Founded in 2001 as a mobile DJ and sound company, Double Eagle Entertainment expanded to include event production and management in 2005. Our first event in 2005 was a concert and car show in Marble Falls; that event was developed, marketed, executed and completed by Damon Beierle and a handful of friends. Mildly successful it garnered the attention of the Burnet Parks and Rec Department who had recently taken over a local cook-off. Double Eagle Entertainment partnered with the City of Burnet in 2006 to add a concert portion to the cook-off schedule. In May that year Burnet had its first story of notable success for that event. In response the Burnet Chamber of Commerce reached out and soon Double Eagle Entertainment partnered with them to provide entertainment management, contract negotiation and logistics planning services for the Burnet Bluebonnet Festival. We now work with budgets from \$2,500.00 per show to series budgets in excess of \$100,000.00. Damon Beierle has gained his experience working with several municipalities, Chambers of Commerce and private companies for many years. Attention to detail and always being budget minded is a priority to Damon and Double Eagle Entertainment. Working within set budgets is taken very seriously and Damon is always willing to work together to stretch every dollar and take on any budget challenges that arise to the benefit of the event. Our stage managers and stage hands have worked countless hours as a team to provide quality, efficient professional events year after year. We have developed relationships with the top Talent agencies across the US, the trusted and reliable stage providers as well as quality sound and light companies.

Experience: Below is a partial list of events that are similar in scope to Liberty Fest.

Burnet Bluebonnet Festival ♦ 2007 – Present

After our partnership began in 2007, Damon Beierle has become a member of the festivals executive committee. Helping lead a cooperative effort the Burnet Bluebonnet Festival has grown in all aspects including attendance, profit, attractions and sponsorships. For this weekend long event. We buy talent, production and manage 2 stages all 3 days. Stage, Sound and Production budgets have been up to \$22,500.00. Total Artist Budget is currently at \$45,000.00.

Burnet Concert Series (Now Know as Jackson Street Jams) ♦ 2011 – Present

Double Eagle Entertainment was contracted to provide event concept, budget management, marketing, artist negotiation and contracting services, sound and light rental services as well as on-site entertainment management. This series has grown from 4 shows featuring local artist to Headlining the top touring acts from the Texas Music Scene as well as nationally recognized Tejano Artists. Managing all aspects of the planning, set-up and execution of the event since it began, Double Eagle Entertainment works side by side with City staff from the City Manager to the Parks crew. We also manage pre-sale tickets through our online ticket portal. These events have grown over the years. With that growth comes challenges, other factors from weather to personnel changes throughout the years have created challenges as well. Working through all challenges and cooperatively finding solutions. Double Eagle prides itself on its ability to work effectively with City staff, Artists, production companies, sponsors, marketing agencies, radio stations, sanitation companies, emergency services personnel, food vendors, commercial vendors, volunteers and ticket/front gate personnel. Another area we always put extra effort into is public safety and how we manage the needs of event attendees in cooperation with emergency services personnel. From this series of concerts, we have moved from Haley Nelson Park to the Downtown Square in an effort to increase exposure to our downtown businesses. Double Eagle is now part of a year-round effort to help promote and manage activities downtown to help the businesses, the City of Burnet and the Burnet EDC all accomplish their goals and be successful.

Marble Falls Summer Concert Series ◇ 2021 – Present

In 2021 we were contracted to manage 3 concerts in the park as well as the music portion of their July 4 Festivities. We handle every production aspect of these events including talent buying, providing sound and lights as well as general event and stage management. Working hand in hand with Parks staff from concept to show time, we deliver everything needed for a successful show each time. Starting in 2022 we went to shows every Friday night in June and July then ending with a ticketed finale in August with a major headliner. The City of Marble Falls trusts us with a Series budget more than \$100,000.00 each year and we deliver the talent buying, stage, sound, lights and production services and we stay under budget year after year. We also help them with marketing and sponsorship procurement as well.

We have an extensive list of industry contacts;

We have worked with agencies and sound companies of all sizes and over 350 artists since we started. Below are just a few examples.

Talent Agencies

William Morris
Creative Artists
True Grit Talent
Paradigm
United Talent
Evergreen
Agency

Sound/Stage

Fidelis Sound & Light
Nomad Sound
Lance Stacy Pro Sound
Miller Pro Audio
Show Gear Systems
Jericho Stage/Sound
Big House Sound
Midnight Lighting

Artists

Randy Rogers Band
Neil McCoy
Matt Stell
Shenandoah
Aaron Watson
Stoney LaRue
Casey Donahew
Kevin Fowler
Cody Johnson
Turnpike Troubadours
Reckless Kelly
Kyle Park
Wade Bowen
Whiskey Myers
Granger Smith
Pat Green
Cory Morrow
Rick Trevino
Asleep at the Wheel
Dale Watson
Shinyribs
Jason Bolland
Roger Creager
Flatland Cavalry
Mike Ryan
Shotgun Rider
Departure ATX

Methodology & Approach

Double Eagle Entertainment works with events of all types and sizes. We have experience in planning all or part of events. Working cooperatively with municipalities for 19 Years. Our approach is simple; we communicate and coordinate with any employee or department that we need to, so that the events can be as seamless as possible. We will schedule meetings with the appropriate staff or departments, those meetings will have a specific agenda allowing for input from valuable stakeholders within your ranks. To start with we will discuss past events and dive into what went right and what went wrong, then making appropriate changes to benefit the events success. Damon Beierle has seen almost every scenario possible of how an event can go including last minute unexpected changes beyond anyone's control. We will formulate a specific timeline, formulate a plan of action based on the needs of the city and the event.

We need to reserve the stage asap, quality stages can scarce on holidays such as this. Researching availability and making offer to a quality headliner is step 2. Grasping the concept and mission of the rest of the event outside of the stage area is important to help coordinate key positions so that the event can run efficiently. Having been a talent buyer with a strong reputation with every major agency is helpful in negotiating the best possible price and terms for your headliner and support acts.

As laid out a few times through this document; safety is a top priority for us. Being a part of your safety planning is important. Keeping everyone safe and preparing for the worst is always a challenge but with cooperative efforts we can keep the artists, crew, staff, volunteers and your guests safe from beginning to end.

Once we reserve a stage, make offer and contract for the headliner and support acts, lock in the appropriate sound and lighting, the rest is in the details and everyone who is involved will get a seat at the table during the planning process. Then the day of the event, everyone will know exactly what to do and when we all execute our parts effectively, the result is a successful event that everyone will enjoy.

Our initial meeting and walk through could take 2-3 hours, not everyone the whole time but we'll schedule the day so that we can meet with everyone in manageable time frames. The subsequent meetings will be shorter and more focused on what this year is going to look like. After we get this one under our belt; I propose we start some of these discussions for 2025 in September of 2024.

Our mission is to be prepared as possible and to be proactive in our planning but knowing that we can be reactive if necessary. This event will have a qualified stage manager, lead audio tech and 4 additional experienced stage hands to create a great event for artists, crew, city staff, volunteers and your guests. We look forward to serving the City of Leander.

Timeline

While we appreciate and realize that a reliable communication stream is ongoing from beginning to end; below are some major milestones that we have identified. This is considered a working document and will be edited to fit the final scope and procedures required by the City of Leander.

As soon as RFP approved – 1. Reserve appropriate Stage for the event.

2. Schedule a meeting with appropriate personnel at City of Leander to discuss and identify the exact wants of the city for talent. An on-site visit of the event location. Discuss Budget restrictions and nail down the timeline for offering, confirming and contracting talent. Also discuss past performances; likes, dislikes, changes any preferred vendors, any problems that may create a challenge that we need to address. Identify and introduce all event leadership to include but not limited to; Event Management (Double Eagle Entertainment), Promotions/Marketing, Safety & Security, Sanitation/Trash, Fireworks, Grounds crew, Finance, parking and any other aspect of the event not listed above. Create a master list of all contacts involved and roles performed.

LIBERTY FESTIVAL – Potential Timeline. Final TBD after the contract is final

February 15	Submit offers for selected artists
March 15	Receive Confirmation of Accepted offers for Artists.
March 30	Receive Contracts from Artists
April 1	Update City Staff on progress of event planning and reservations Meet with Promotions coordinator to confirm times and approved media terms, pictures, announce dates, etc. Discuss and consider action on any items/decisions not firmed up. Submit to Finance; Invoice for deposits to secure artists, stage & production Identify any sponsor/VIP privileges that need to be planned for.
April 15-20	Deposits due for artists, stage & production.
May 15	Soft walk through meeting with all event leadership. Will nail down final schedule/timeline. Discuss any aspects that need attention.
June 10	Final confirmation of all aspects of the event. Safety Team review safety plan with event leadership. Submit event credentials for any restricted areas. Submit to Finance; Invoices for Final Payments of all unpaid expenses
Before July 1	Final Payment for artists, stage & sound are due.
July 4	Final payment for remaining event expenses due.
July 5	Final venue walk through and clean-up
July 8	Event Wrap-up Meeting with all event leadership.

Below is a Rough Draft timeline for the Event itself. To be amended once the number of bands set

Based on your 2023 Schedule and assuming it moves to July 4.

July 2	Site Set-up begins
July 3	Stage delivered and set-up; possibly loading in sound and light as well.
July 4	7:00AM Sound & Lighting Load-in Begins; if not done July 3. 8:00AM All Event Staff Meeting on-site to discuss and identify any challenges that have come up. Review the safety plan with everyone involved. Site walk through if necessary. 12:00PM Food & Craft Vendor Set-up Begins Kids Area set-up beings 2:00 PM Headliner Load-in & Sound Check 5:30PM Gates Open to the Public 6:30PM Support Act #1 Set 8:00PM National Anthem 8:00PM Public Announcements VIP Meet & Greets with Headliners (Optional) 8:30PM Headliner 1st Set 9:30PM Fireworks 9:30PM Headliner Final Set 10:00PM Venue is cleared of all remaining guests 10:05PM Load-out/ tear-down/clean-up begins.

BLUEGRASS FESTIVAL– Potential Timeline. Final TBD after the contract is final

February 15	Submit offers for selected artists
March 15	Receive Confirmation of Accepted offers for Artists.
March 30	Receive Contracts from Artists
April 1	Update City Staff on progress of event planning and reservations Meet with Promotions coordinator to confirm times and approved media terms, pictures, announce dates, etc. Discuss and consider action on any items/decisions not firmed up. Submit to Finance; Invoice for deposits to secure artists, stage & production Identify any sponsor/VIP privileges that need to be planned for.
April 15-20	Deposits due for artists, stage & production.
May 15	Soft walk through meeting with all event leadership. Will nail down final schedule/timeline. Discuss any aspects that need attention.
September 10	Final confirmation of all aspects of the event. Safety Team review safety plan with event leadership. Submit event credentials for any restricted areas. Submit to Finance; Invoices for Final Payments of all unpaid expenses
Before October 1	Final Payment for artists, stage & sound are due.
Event Date	Final payment for remaining event expenses due.
Day After	Final venue walk through and clean-up
Week After	Event Wrap-up Meeting with all event leadership.

Below is a Rough Draft timeline for the Event itself. To be amended once the number of bands set

Based on your 2023 Schedule and assuming it is October 11 & 12, 2024

October 11	7:00AM	Sound & Lighting Load-in
	8:00AM	All Event Staff Meeting on-site to discuss and identify any challenges that have come up. Review the safety plan with everyone involved. Site walk through if necessary.
	2:00 PM	Bands Load-in & Sound Check
	5:30PM	Gates Open to the Public
	6:00PM	Band #1 Set
	8:00PM	Band #2 Set
October 12	1:00 PM	Bands Load-in & Sound Check
	6:00PM	Band #1 Set
	8:00PM	Band #2 Set
	9:00PM	Band #3 Set

Segment 3 - Cost Proposal**Liberty Festival**

I.	Manpower		
A.	Hourly Rate for Planning & Management	80 Hours @ \$50.00	\$4,000.00
B.	Stage Manager / Emcee	18 Hours @ \$30.00	\$540.00
C.	Stage Hands x 4	18 Hours @20.00 each	\$1,440.00
D.	A1 Audio Tech	18 Hours @40.00	\$720.00
E.	A2 Audio Tech	18 Hours @30.00	\$540.00
F.	L1 Lighting Tech	18 Hours @40.00	\$720.00
G.	L2 Lighting Tech	18 Hours @30.00	\$540.00
II.	Stage Rental Rate		\$5,500.00
III.	Sound Equipment Rental Rate		\$3,500.00
IV.	Stage Lighting Equipment Rate		\$2,500.00
V.	Set-Up & Take Down Fee		\$1,500.00
VI.	Talent Contract Mark-Up		10%
VII.	Travel Expenses		N/A
VIII.	Other Itemized Costs ("Up to" Amounts)		
A.	Artists Hospitality and Rider Requirements		\$1,000.00
B.	Production Trailer/Green Room		\$1,500.00
C.	Hospitality of Crew		\$650.00
D.	Ground Cover		\$600.00
E.	Generator Rental		\$1,000.00
IX.	Estimated Annual Total (Not to Exceed)		\$28,000.00

Bluegrass Festival

I. Manpower

A.	Hourly Rate for Planning & Management	40 Hours @ \$50.00	\$2,000.00
B.	Stage Manager / Emcee	16 Hours @ \$30.00	\$480.00
C.	Stage Hands x 2	16 Hours @20.00 each	\$640.00
D.	A1 Audio Tech	16 Hours @40.00	\$640.00
II.	Stage Rental Rate (2 Days)		\$5,000.00
III.	Sound Equipment Rental Rate		\$1,500.00
IV.	Stage Lighting Equipment Rate		\$1,000.00
V.	Set-Up & Take Down Fee		\$750.00
VI.	Talent Contract Mark-Up		10%
VII.	Travel Expenses		N/A
VIII.	Other Itemized Costs ("Up to" Amounts)		
A.	Artists Hospitality and Rider Requirements		\$1,000.00
B.	Hospitality of Crew		\$500.00
C.	Generator Rental		\$1,000.00
IX.	Estimated Annual Total (Not to Exceed)		\$15,500.00

**ATTACHMENT A
REFERENCE SHEET**

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: S24-004

RESPONDENT'S NAME: Damon Beierle

DATE: 1/8/2024

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

- | | | |
|----|-----------------------|---|
| 1. | Company's Name | <u>City of Burnet</u> |
| | Name of Contact | <u>David Vaughn</u> |
| | Title of Contact | <u>City Manager</u> |
| | E-Mail Address | <u>dvaughn@cityofburnet.com</u> |
| | Present Address | <u>1001 Buchanan Dr Suite 4</u> |
| | City, State, Zip Code | <u>Burnet, TX 78611</u> |
| | Telephone Number | <u>512-756-6093</u> Fax Number: _____ |
| | | |
| 2. | Company's Name | <u>City of Marble Falls</u> |
| | Name of Contact | <u>Lacey Dingman</u> |
| | Title of Contact | <u>Parks & Rec Director</u> |
| | E-Mail Address | <u>ldingman@marblefallstx.gov</u> |
| | Present Address | <u>1808 2nd Street</u> |
| | City, State, Zip Code | <u>Marble Falls, TX 78654</u> |
| | Telephone Number | <u>830-798-6250</u> Fax Number: _____ |
| | | |
| 3. | Company's Name | <u>City of Lago Vista</u> |
| | Name of Contact | <u>Kaite Mikulak</u> |
| | Title of Contact | <u>Parks & Rec Cordinator</u> |
| | E-Mail Address | <u>katie.mikulak@lagovistatexas.gov</u> |
| | Present Address | <u>5803 Thunderbird St Suite 101</u> |
| | City, State, Zip Code | <u>Lago Vista, TX 78645</u> |
| | Telephone Number | <u>512-267-1155 Ext 127</u> Fax Number: _____ |

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

**ATTACHMENT B
SUBCONTRACTOR INFORMATION FORM
COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE**

SOLICITATION NUMBER: S24-004

RESPONDENT'S NAME: Damon Beierle

DATE: 1/8/2024

- **CIRCLE ONE - NO, I WILL NOT USE SUBCONTRACTORS ON THIS CONTRACT** **NO**

YES, I INTEND TO USE SUBCONTRACTORS ON THIS CONTRACT **YES**

If yes complete the information below

1. Subcontractor Name	Fidelis Sound & Lighting, LLC	
Name of Contact	Shawn Johnson	
E-Mail Address	City Manager	
Address	dvaughn@cityofburnet.com	
City, State, Zip Code	Leander, TX 78641	
Telephone Number	512-762-9687	Fax Number:
Describe work to be performed	Stage & Lighting Provider	
Percentage of contract work to be performed	30	%

2. Subcontractor Name	Show Gear Systems	
Name of Contact	Ron Sartor	
Title of Contact	Owner	
E-Mail Address	ron@sgsaustin.com	
Address	241 Pope Bend S	
City, State, Zip Code	Cedar Creek, TX 78612	
Telephone Number	512-799-1549	Fax Number:
Describe work to be performed	Sound Provider	
Percentage of contract work to be performed	25	%

- *Add additional pages as needed*

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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

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

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

OFFICE USE ONLY

Date Received

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

Double Eagle Entertainment

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

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

NONE

Name of Officer

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

NONE

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

☐ Yes

☒ No

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

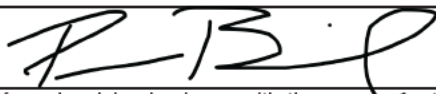
☐ Yes

☒ No

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

NONE

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

7 
Signature of vendor doing business with the governmental entity

1/8/2024

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

Item Number	Item Name	Quantity Required	Unit of Measure	Unit Price
No Basket (8)				
#0-1	Event planning and r	75	hours	80
#0-2	Audio engineering ar	2	events	3450
#0-3	Stage hands and stag	2	events	6440
#0-4	Stage Lighting	2	events	2380
#0-5	Set-up fee	2	each	750
#0-6	Take-down fee and c	2	each	750
#0-7	Travel Expenses	2	each	0
#0-8	Hotel Accommodatic	6	Rooms	0

Supplier	Respondent has a minimum of three years of experience in entertainment and event management services	Respondent acknowledges receipt of all addenda (if applicable).	Respondent agrees to comply with all applicable rules and regulations of Federal, State, and local governing entities.	Include in the response a list of all litigation the company or its principals have been involved in within the last three (3) years. (if applicable, otherwise enter NA)	Talent Contracting Markup Percentage	Percent over cost for other materials as needed (ground cover, crowd control, generators, etc.)
Double Eagle	Yes	Yes	Yes	NA	10	15
In Depth Events,	Yes	Yes	Yes	N/A	15	15



EXECUTIVE SUMMARY
3/7/2024

AGENDA SUBJECT:

Award of Solicitation CIPS24-011 to Hotshot Developments, LLC for the City of Leander Pond Maintenance 2024 project in the amount of \$102,500.00; and authorize the Interim City Manager to execute all necessary documents.

BACKGROUND:

Solicitation CIPS24-011 was issued in January 2024 for the procurement of the City of Leander Pond Maintenance 2024 project.

The solicitation was announced through:

- The Hill Country News
- City of Leander Bonfire website: <https://leandertx.bonfirehub.com/opportunities/116790>
- State of Texas ESBD website (statewide notice)
- Williamson County CMBL and HUB vendor notification
- Bidnet
- Civcast

Six hundred twenty-nine (629) vendors were notified directly of the solicitation. Three (3) bids were received. Hotshot Developments, LLC was selected as the lowest qualified bidder with a total bid of \$102,500.00. The attached tabulation includes all three (3) bids received.

The project includes rehabilitation of five (5) sedimentation/detention ponds. Rehabilitation work includes the removal of all sediment, debris, and unwanted vegetation within the detention/sedimentation ponds, drainage swales, channels, and storm outfalls and other maintenance work.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

City staff recommends approval of Professional Services Agreement # P24-PW-01-HDL-CIPS24-011, under Solicitation CIPS24-011 for the City of Leander Pond Maintenance 2024 project, in the amount of \$102,500.00 to Hotshot Developments, LLC; and authorize the Interim City Manager to execute all required documents.

PRESENTER:

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

<u>Amount requested:</u>	<u>Fiscal Impact</u>
<u>Approved in current budget (Yes / No):</u>	\$102,500.00
<u>Expenditure (New / Amended):</u>	Yes
<u>Recurring or one-time:</u>	New
<u>Fund source (Operating / Utility / etc.):</u>	One-Time
	General 01-21-5600

Attachments:

1. HotShot Contract
2. Pond Maintenance 2024 Bid Tab

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

This Agreement is by and between **CITY OF LEANDER, a Texas Municipal Corporation** (“Owner”) and **HotShot Developments, LLC** (“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: **including, but not limited to, all labor, materials, equipment, supervision and performing all Work required for the City of Leander Pond Maintenance 2024 project which includes the removal of all sediment, debris, and unwanted vegetation within the detention/sedimentation ponds, drainage swales, channels, and storm outfalls and other maintenance 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: **City of Leander Pond Maintenance 2024**

ARTICLE 3—ENGINEER

- 3.01 The Owner assumes all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

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. Completion: The Work must be completed before August 31st, 2024.

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, if any, are 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. *Completion:* Contractor shall pay Owner five hundred dollars **\$500.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work:* After Completion, if Owner identifies work that has not been completed pursuant to the contract terms or industry standard of care, Contractor shall correct the issue within thirty (30) days. 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 five hundred dollars **\$500.00** for each day that expires after such time until the Work is completed and ready for final payment.
 3. *Milestones:* Contractor shall pay Owner five hundred dollars **\$500.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestones, if any..
 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					
A. North Creek Section Two Detention Pond (Between Sunny Brook Dr and Deercreek Ln)					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
#1-1	Excavate/Dispose Debris & Sediment establishing original grade/slope per plan (Detention Pond, Outfall Structures, Drainage Swales & Area Inlets)	LS	1	\$ 5,000.0	\$ 5,000.0
#1-2	Clear All Unwanted Vegetation & Trim Grass to <18"	LS	1	\$ 1,500.0	\$ 1,500.0
#1-3	5" Mortared Rock Riprap	CY	2	\$ 3,000.0	\$ 6,000.0
#1-4	Revegetate Disturbed Areas	LS	1	\$ 1,000.0	\$ 1,000.0
#1-5	Mobilization/Demobilization/Construction Signage	LS	1	\$ 1,500.0	\$ 1,500.0
B. Mason Creek Section I Detention Pond					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
#2-1	Excavate/Dispose Debris & Sediment establishing original grade/slope per plan (Detention Pond, Outfall Structures, Drainage Swales & Area Inlets)	LS	1	\$ 5,000.0	\$ 5,000.0
#2-2	Clear All Unwanted Vegetation & Trim Grass to <18"	LS	1	\$ 1,500.0	\$ 1,500.0
#2-3	5" Mortared Rock Riprap	CY	2	\$ 3,000.0	\$ 6,000.0
#2-4	Revegetate Disturbed Areas	LS	1	\$ 1,500.0	\$ 1,500.0
#2-5	Mobilization/Demobilization/Construction Signage	LS	1	\$ 1,500.0	\$ 1,500.0
C. Boulder at Crystal Falls Phase 5 Detention Pond and Drainage Swale					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
#3-1	Excavate/Dispose Debris & Sediment establishing original grade/slope per plan (Detention Pond, Outfall Structures, Drainage Swales & Area Inlets)	LS	1	\$ 8,000.0	\$ 8,000.0
#3-2	Excavate/Dispose Debris & Sediment establishing original grade/slope per plan along the Drainage Swale	LS	1	\$ 3,000.0	\$ 3,000.0
#3-3	Clear All Unwanted Vegetation & Trim Grass to <18"	LS	1	\$ 1,500.0	\$ 1,500.0
#3-4	5" Mortared Rock Riprap	CY	2	\$ 3,000.0	\$ 6,000.0
#3-5	5"-8" Rock Riprap (12" deep) per plan	CY	2	\$ 1,500.0	\$ 3,000.0
#3-6	Revegetate Disturbed Areas	LS	1	\$ 2,000.0	\$ 2,000.0
#3-7	Mobilization/Demobilization/Construction Signage	LS	1	\$ 1,500.0	\$ 1,500.0
D. Sandy Creek Water Treatment Plant WQ Pond					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
#4-1	Excavate/Dispose Debris & Sediment establishing original grade/slope per plan (Detention Pond, Outfall Structures, Drainage Swales & Area Inlets)	LS	1	\$ 5,000.0	\$ 5,000.0

#4-2	Clear All Unwanted Vegetation & Trim Grass to <18"	LS	1	\$ 1,500.0	\$ 1,500.0
#4-3	5" Mortared Rock Riprap at Spillway	CY	2	\$ 3,000.0	\$ 6,000.0
#4-4	Clean/clear 8" Outlet Pipe	LS	1	\$ 2,000.0	\$ 2,000.0
#4-5	Clean/clear Trash Racks and Supports around riser pipes	LS	1	\$ 500	\$ 500
#4-6	Clean/clear gabion baskets	LS	1	\$ 1,500.0	\$ 1,500.0
#4-7	Replace Vertical Sediment Depth Marker Plywood with details per plan	LS	1	\$ 1,000.0	\$ 1,000.0
#4-8	Revegetate Disturbed Areas	LS	1	\$ 1,000.0	\$ 1,000.0
#4-9	Mobilization/Demobilization/Construction Signage	LS	1	\$ 1,500.0	\$ 1,500.0
Alt 1- City of Leander Library Detention Pond and Channel A					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
#5-1	Excavate/Dispose Debris & Sediment establishing original grade/slope per plan (Detention Pond, Outfall Structures, Drainage Swales & Area Inlets)	LS	1	\$ 5,000.0	\$ 5,000.0
#5-2	Excavate/Dispose Debris & Sediment establishing original grade/slope per plan along the Channel A	LS	1	\$ 3,000.0	\$ 3,000.0
#5-3	Clear All Unwanted Vegetation & Trim Grass to <18"	LS	1	\$ 1,500.0	\$ 1,500.0
#5-4	5" Mortared Rock Riprap	CY	5	\$ 3,000.0	\$ 15,000.0
#5-5	Revegetate Disturbed Areas	LS	1	\$ 1,000.0	\$ 1,000.0
#5-6	Mobilization/Demobilization/Construction Signage	LS	1	\$ 1,500.0	\$ 1,500.0
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$102,500.00

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 hundred two thousand five hundred dollars (\$102,500.00).**
- 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 of 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:

(typed or printed)

Title:

(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:

HotShot Developments, LLC

(typed or printed name of organization)

By:

Veronica Johnson
(individual's signature)

Date:

2/26/2024

(date signed)

Name:

Veronica Johnson

(typed or printed)

Title:

Managing Member

(typed or printed)

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

Attest:

Priscilla Shinkwin
(individual's signature)

Title:

Managing Member

(typed or printed)

Address for giving notices:

3805 Oak Meadow Drive

Round Rock, Texas 78681

Designated Representative:

Name:

Veronica Johnson

(typed or printed)

Title:

Managing Member

(typed or printed)

Address:

3805 Oak Meadow Drive

Round Rock, Texas 78681

Phone:

512.373.6951

Email:

hotshotdevelopments@gmail.com

License No.:

(where applicable)

State:

City of Leander Pond Maintenance 2024
BID TABULATION

Bid Opening: Feb 8, 2024

Item Description	Total Bid Amounts		
	DigDug Contruction LLC	Hotshot Developments, LLC	JBS Underground, LLC
A. North Creek Section Two Detention Pond (Between Sunny Brook Dr and Deercreek Ln)	\$ 31,500.00	\$ 15,000.00	\$ 32,085.00
B. Mason Creek Section I Detention Pond	\$ 23,850.00	\$ 15,500.00	\$ 22,955.00
C. Boulder at Crystal Falls Phase 5 Detention Pond and Drainage Swale	\$ 35,350.00	\$ 25,000.00	\$ 45,845.00
D. Sandy Creek Water Treatment Plant WQ Pond	\$ 17,500.00	\$ 20,000.00	\$ 22,560.00
Alt 1- City of Leander Library Detention Pond and Channel A	\$ 52,100.00	\$ 27,000.00	\$ 22,200.00
TOTAL BASE BID	\$ 108,200.00	\$ 75,500.00	\$ 123,445.00
TOTAL BID ALTERNATE	\$ 52,100.00	\$ 27,000.00	\$ 22,200.00
TOTAL BASE BID AND BID ALTERNATE	\$ 160,300.00	\$ 102,500.00	\$ 145,645.00

Low Bidder: Hotshot Developments, LLC



EXECUTIVE SUMMARY
3/7/2024

AGENDA SUBJECT:

Approval of the purchase of bottled water between the City of Leander, Texas, and Lowe's Companies, Inc., H-E-B Grocery Company, LP, and Randall's Food Markets, Inc. through Local Government Code 252.022 Subchapter a.2, in the amount of \$100,000.00 for the term expiring April 30, 2024; providing for an effective date; and authorize the Interim City Manager to execute any and all necessary documents.

BACKGROUND:

Chapter 252.022, § a.2. General Exemptions of the Texas Government Code states; "This chapter does not apply to an expenditure for: a procurement necessary to preserve or protect the public health or safety of the municipality's residents."

Local governments are permitted by state law to suspend the requirements of Local Government Code 252 when a procurement becomes necessary to preserve or protect the public health or safety of the municipality's residents.

Due to a planned water infrastructure project, the City has requested residents maintain a water usage level of less than nine million (9,000,000) gallons per day. Exceeding this amount may directly impact the City's ability to provide quality water to residents, which will directly impact communities by requiring prolonged boil notices and/or complete water outages at locations throughout the City.

In the event of water flow suspension, the city and citizens will require access to potable bottled water sources. It is the purpose of this authorization to ensure minimal negative impact on the community by providing for their water needs.

This agreement allows the City to purchase bottled water from Lowe's Companies, Inc., H-E-B Grocery Company, LP, and Randall's Food Markets, Inc. up to \$100,000.00 in costs on/or before the expiration date of April 30, 2024.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval.

PRESENTER:

Billy Wusterhausen, Fire Chief

	<u>Fiscal Impact</u>
<u>Amount requested:</u>	\$100,000.00
<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>	Operating

Attachments:

1. Authorization - Bottled Water for Residents

CITY OF LEANDER, TEXAS

AUTHORIZATION OF EXPENDITURE

THE CITY COUNCIL OF THE CITY OF LEANDER, TEXAS, AUTHORIZES THE INTERIM CITY MANAGER TO EXECUTE AN AUTHORIZATION OF EXPENDITURE FOR THE PURCHASE OF BULK POTABLE BOTTLED WATER FROM LOWE'S COMPANIES, INC., H-E-B GROCERY COMPANY, LP, AND RANDALL'S FOOD MARKETS, INC. AS APPROVED VENDORS PURSUANT TO THE PRESERVATION OF PUBLIC HEALTH AND SAFETY; PROVIDING AN EFFECTIVE DATE AND PROVIDING FOR OTHER RELATED MATTERS.

WHEREAS, the City of Leander ("City") desires to purchase bulk potable bottled water, and related goods; and

WHEREAS, Chapter 252.022, Subchapter 2 of the Texas Local Government Code allows for local governments to apply a general exemption to the preservation and protection of the public health and safety; and

WHEREAS, Lowe's Companies, Inc., H-E-B Grocery Company, LP, and Randall's Food Markets, Inc. are approved vendors of the municipality; and

WHEREAS, the City desires to have the Interim City Manager of the City of Leander execute an authorization of spend for the purchase of said goods and services from Lowe's Companies, Inc., H-E-B Grocery Company, LP, and Randall's Food Markets, Inc. in an amount not to exceed \$100,000.00.

NOW THEREFORE, BE IT RESOLVED THAT:

Section 1. Authorization. The Interim City Manager is hereby authorized to execute an Authorization of Spend to effectuate the purchase of bulk potable bottled water from Lowe's Companies, Inc., H-E-B Grocery Company, LP, and Randall's Food Markets, Inc. as approved vendors subject to the powers and duties prescribed by the City of Leander Code of Ordinances and not to exceed \$100,000.00.

Section 2. Effective Date. This Authorization of Spend 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.

EXECUTED this 7th day of March, 2024.

CITY OF LEANDER, TEXAS

BY: _____
Isaac D. Turner, Interim City Manager

ATTEST:

Dara Crabtree, City Secretary



EXECUTIVE SUMMARY
3/7/2024

AGENDA SUBJECT:

Approval of purchase of materials and installation services from Cunningham Recreation to resurface the Lakewood Park splash pad utilizing BuyBoard Cooperative Contract 679-22 in the amount of \$96,382.00; and authorize the Interim City Manager to execute any and all necessary documents.

BACKGROUND:

The Parks and Recreation Department requests Council authorization to replace the existing Lakewood Park splash pad surfacing. It is no longer under warranty and is currently in disrepair. In order to safely open Lakewood Park splash pad for the 2024 aquatics season, a full replacement is necessary.

Texas Local Government Code Sec. 271.102 (Cooperative Purchasing Program Participation) provides that a local government that purchases goods or services under this subchapter satisfies any state law requiring the local government to seek competitive bids for the purchase of the goods or services. BuyBoard solicitations are posted year-round to continually seek the best pricing. BuyBoard is a regularly sourced co-op for municipal governments.

HISTORY/TIMELINE:

2020 - Splash pad opened

2021 - First surfacing repairs

2023 - Second surfacing repairs

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval.

PRESENTER:

Greg Olmer, Assistant Director of Parks and Recreation

Fiscal Impact

<u>Amount requested:</u>	\$96,382.00
<u>Approved in current budget (Yes / No):</u>	Yes
<u>Expenditure (New / Amended):</u>	New
<u>Recurring or one-time:</u>	One-time
<u>Fund source (Operating / Utility / etc.):</u>	01-23-5503

Attachments:

1. Cunningham Recreation Quote



Cunningham Recreation
 PO Box 240981
 Charlotte, NC 28224
 800.438.2780
 704.525.7356 FAX
 www.cunninghamrec.com

01/26/2024
 Quote #
 167181-01-03

Lakewood Park - Surfacing - Opt 3

City of Leander
 Attn: Greg Olmer
 406 Municipal Drive
 Leander, TX 78641
 Phone: 512-528-9909
 golmer@leandertx.gov

Ship to Zip 78641

Quantity	Part #	Description	Unit Price	Amount
2860	PIP	GT-Impax - Aquatic Poured in Place Safety Surfacing (SF)- Price includes: 2860 SF 2" thick system over concrete SplashTread Standard - All colors available 100% Color No Design Flush Edge Regular Wages Subbase, Site Prep and Security by others Includes Dumpster & Forklift	\$28.15	\$80,509.00
2860	PIP	GT-Impax - Remove and Dispose of Existing Surfacing (SF)- <i>Pricing based on easy removal of existing and good condition of subbase.</i>	\$5.55	\$15,873.00
Contract: Buy Board Contract #679-22			Sub Total	\$96,382.00
			Total	\$96,382.00

TERMS & CONDITIONS:

- **PRICING:** Due to volatile economic demand, pricing is valid for 30 days. Pricing is subject to change. Request updated pricing when purchasing from quotes more than 30 days old.
- **PAYMENT TERMS:** Net 30 days subject to approval by Credit Manager. A signed P.O. made out to Cunningham Recreation or this signed quotation is required for all orders unless otherwise noted. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Checks should be made payable to Cunningham Recreation unless otherwise directed. **Any order exceeding \$300,000 will require progress payments during the course of completion.**
- **FINANCE CHARGE:** A 1.5% monthly finance charge (or as permitted by law) will be added to invoices over 30 days past due.
- **TAXES:** Taxes will be shown as a separate line item when included. Any applicable taxes not shown will be added to final invoice. A copy of your tax exemption certificate must be submitted at time of order or taxes will be added to your invoice.
- **SHIPMENT:** Multiple shipments may be required based on point of origin. Above costs assume one shipment for each vendor quoted.
- **LEAD TIME:** Standard orders ship **10-12 weeks** after receipt of order and acceptance of your purchase order, color selections, approved submittals (if required) unless otherwise noted. Custom equipment and shades may require a longer lead times. Surfacing lead time is approximately 2 weeks after scheduling request.
- **DELIVERY:** It is the responsibility of the owner to offload and inventory equipment, unless other arrangements have been made. Missing or damaged equipment must be reported within 60 days of acceptance of delivery.



Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
800.438.2780
704.525.7356 FAX
www.cunninghamrec.com

01/26/2024
Quote #
167181-01-03

Lakewood Park - Surfacing - Opt 3

INSTALLATION CONDITIONS:

- **ACCESS:** Site should be clear, level and allow for unrestricted access of trucks and machinery.
- **STORAGE:** Customer is responsible for providing a secure location to off-load and store the equipment during the installation process. Once equipment has delivered to the site, the owner is responsible should theft or vandalism occur unless other arrangements are made and noted on the quotation.
- **FOOTER EXCAVATION:** Installation pricing is based on footer excavation through earth/soil only. Customer shall be responsible for unknown conditions such as buried utilities (public & private), tree stumps, rock, or any concealed materials or conditions that may result in additional labor or materials cost.
- **UTILITIES:** Installer will contact 811 to locate all public utilities prior to layout and excavation of any footer holes. Owner is responsible for locating any private utilities.
- **ADDITIONAL COSTS:** Pricing is based on a single mobilization for installation unless otherwise noted. Price includes ONLY what is stated in this quotation. If additional site work or specialized equipment is required, pricing is subject to change.

ACCEPTANCE OF QUOTATION:

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Accepted By (printed): _____ Title: _____

Telephone: _____ Fax: _____

P.O. Number: _____ Date: _____

Purchase Amount: **\$96,382.00**

SALES TAX EXEMPTION CERTIFICATE #: _____

(PLEASE PROVIDE A COPY OF CERTIFICATE)

Salesperson's Signature

Customer Signature



Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
800.438.2780
704.525.7356 FAX
www.cunninghamrec.com

01/26/2024
Quote #
167181-01-03

Lakewood Park - Surfacing - Opt 3

BILLING INFORMATION:

Bill to: _____

Contact: _____

Address: _____

Address: _____

City, State: _____ Zip: _____

Tel: _____ Fax: _____

E-mail: _____

SHIPPING INFORMATION:

Ship to: _____

Contact: _____

Address: _____

Address: _____

City, State: _____ Zip: _____

Tel: _____ Fax: _____

E-mail: _____



EXECUTIVE SUMMARY
3/7/2024

AGENDA SUBJECT:

Approval of a one (1)- year extension with CentralSquare (Superion) for computer-aided dispatch maintenance, support, and licensing services for the Leander Police Department and twenty (20) additional user licenses for a total amount of \$54,330.16; and authorize the Interim City Manager to execute any and all necessary documents.

BACKGROUND:

On October 1, 2020, City Council authorized the Police Department to enter into a contract to replace its computer-aided dispatch (CAD) and Records Management System (RMS) and migrate from the current vendor CentralSquare (Superion), to the new vendor, Axon, pursuant to a Buy Board contract #568-18. The transition would take time to implement and CentralSquare (Superion) was kept in place until the new system was fully implemented and placed in service.

In October 2023, the City signed a six (6)- month extension with CentralSquare (Superion) for maintenance and support in the amount of \$46,050.00 with the expectation that the Axon conversion would be completed. However, at this time, only the Axon RMS component has been fully placed in service and CentralSquare (Superion) maintenance for the CAD system is still needed.

The City has received credits from Axon equal to the cost to the City to remain with CentralSquare (Superion) beyond the original agreed-upon cut over date. The requested extension with CentralSquare (Superion) is for one (1) year at a cost of \$47,130.16 and the acquisition of twenty (20) additional user licenses for \$7,200.00.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Recommend Approval

PRESENTER:

Greg Minton, Chief of Police
Robert G. Powers, Executive Finance Director

	<u>Fiscal Impact</u>
<u>Amount requested:</u>	\$54,330.16
<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.):

General Fund / Police Department 01-40-5555

Attachments:

1. Additional Licenses - Leander PD (CentralSquare)
2. Leander Police Department , TX April-2024-Updated Renewal Document (1)

Quote #: Q-164812**Primary Quoted Solution:** ONESolution PS**Quote expires on:** July 16, 2024**Quote prepared for:**

Jackson Mitchell

Leander Police Department

200 W. Willis

Leander, TX 78641

(512) 528-2804

Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities. More about our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
1.	ONESolution MCT Client AVL License Annual Subscription Fee	20	40.00	800.00
2.	ONESolution MCT Client-Digital Dispatch Annual Subscription Fee	20	320.00	6,400.00
Software Total				7,200.00 USD

QUOTE SUMMARY

Software Subtotal

7,200.00 USD

Quote Subtotal

7,200.00 USD

Quote Total**7,200.00 USD**

WHAT ARE THE RECURRING FEES?

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	7,200.00
FIRST YEAR RECURRING SERVICES TOTAL	0.00

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance.

Annual Maintenance and Subscriptions renewals shall be due on the anniversary of the Delivery Date*. Annual Maintenance and Subscription Fees are subject to increase as outlined in the Master Agreement.

*Delivery Date: For on-premise Solutions, Delivery shall be when CentralSquare delivers to Customer the initial copies of the Solutions outlined above by whichever the following applies and occurs first (a) electronic delivery, by posting it on CentralSquare's network for downloading, or similar suitable electronic file transfer method, or (b) physical shipment, such as on a disc or other suitable media transfer method, or (c) installation, or (d) delivery of managed services server. Physical shipment is on FOB - CentralSquare's shipping point, and electronic delivery is at the time CentralSquare provides Customer with access to download the Solutions. For cloud-based Solutions Delivery shall be whichever the following applies and occurs first when Authorized Users have (a) received log-in access to the Solution or any module of the Solution or (b) received access to the Solution via a URL.

The On Premise Subscriptions purchased under this Quote shall be governed by Exhibit A attached hereto.

BILLING INFORMATION

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Unit Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Quote Form.

PAYMENT TERMS

License Fees & Annual Subscriptions

- 100% Due Upon Contract Execution

Contract Startup

- 100% Due Upon Contract Execution

Hardware & Third-Party Software

- 100% Due Upon Contract Execution

Services

- Fixed Fee: 100% Due Upon Completion of Services
- Time & Material: Due as Incurred

Third-Party Services

- Fixed Fee: 50% Due Upon Contract Execution; 50% Due Upon Completion
- Time & Material: Due As Incurred

Travel & Living Expenses

- Due as Incurred

PURCHASE ORDER INFORMATION

Is a Purchase Order (PO) required for the purchase or payment of the products on this Quote Form? (Customer to complete)

Yes [☐] No [☐]

Customer's purchase order terms will be governed by the parties' existing mutually executed agreement, or in the absence of such, are void and will have no legal effect.

PO Number: _____

Initials: _____

Leander Police DepartmentSignature:

Name:

Date:

Title:

ATTACHMENT A

Terms and Conditions for On-Prem Subscriptions

BY INDICATING YOUR ACCEPTANCE, OR BY USING THE SOFTWARE, YOU ACCEPT THE TERMS AND CONDITIONS AS STATED HEREIN.

1. **Subscription Access.** Customer is purchasing subscription priced software under this Quote. So long as Client has paid the annual subscription fees and is current at all times with the subscription fees as stated herein, CentralSquare grants to Client a limited non-exclusive, non-transferable access to use the subscription software granted in this Quote. Client understands and acknowledges no ownership or any form of intellectual property rights transfer under the terms of this Quote.

If customer terminates this Quote in accordance with the termination for convenience provision below, customer shall be entitled to a pro-rata refund of the annual subscription fee, calculated by the remaining months in the applicable annual subscription.

2. **Termination for Convenience.** This Quote may be terminated without cause by either party by providing written notice to the other party thirty (30) days prior to the date of termination.
3. **Termination of Access Rights.** Upon termination of this Quote, (i) all rights granted herein shall terminate immediately and automatically upon the effective date of such termination; (ii) Customer's right to the accessed software granted herein shall terminate; and (iii) Customer will cease using such software and at CentralSquare's direction return or destroy the software and any supplemental confidential information or documentation.
4. **Right to Audit.** Customer shall maintain for a reasonable period, but in no event less than three (3) years after expiration or termination of this Quote, the systems, books and records necessary to accurately reflect compliance with software access and the use thereof under this Quote. Upon request, Customer shall permit CentralSquare and its directors, officers, employees, and agents to have on-site access at Customer's premises (or remote access as the case may be) during normal business hours to audit such systems, books, and records for the purpose of verifying Customer's use of the software to monitor compliance with this Quote no more than once per year. If an audit reveals that Customer has exceeded the restrictions on use or non-compliance with this Quote, Customer shall be responsible for the reimbursement of all costs related to the audit and prompt payment by Customer to CentralSquare of any underpayment.

Renewal Order #: Q-158232
Start Date: April 1, 2024
End Date: March 31, 2025
Billing Frequency: Yearly
Subsidiary: Superior, LLC**Renewal Order prepared for:**
Jackson Mitchell, Lieutenant
Leander Police Department
200 W. Willis
Leander, TX 78641
(512) 528-2804

Thank you for your continued business. We at CentralSquare appreciate and value our relationship and look forward to serving you in the future. CentralSquare provides software that powers over 8,000 communities. More information about all of our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	TOTAL
1.	ONESolution CAD Client AVL License Annual Maintenance Fee	3	1,126.01 USD
2.	ONESolution CAD Client AVL License Annual Maintenance Fee	1	283.03 USD
3.	ONESolution CAD Console License Annual Maintenance Fee	1	650.56 USD
4.	ONESolution CAD Console License Annual Maintenance Fee	1	613.23 USD
5.	ONESolution CAD Map Display & Map Maintenance Software License Annual Maintenance Fee	2	500.41 USD
6.	ONESolution CAD Map Display & Map Maintenance Software License Annual Maintenance Fee	1	353.80 USD
7.	ONESolution CAD Map Display & Map Maintenance Software License Annual Maintenance Fee	1	875.77 USD
8.	ONESolution CAD Resource Monitor Display License With Maps Annual Maintenance Fee	1	250.22 USD
9.	ONESolution CAD Resource Monitor Display License With Maps Annual Maintenance Fee	1	231.38 USD
10.	ONESolution CAD to ONESolution CAD Base Interface Annual Maintenance Fee	1	1,751.56 USD
11.	ONESolution Computer-Aided Dispatch System Annual Maintenance Fee	1	6,831.03 USD
12.	ONESolution E911 Interface Annual Maintenance Fee	1	1,125.98 USD
13.	ONESolution Field Training Online-Cloud Annual Access Fee	1	6,016.75 USD
14.	ONESolution Field Training Online-Cloud Annual Maintenance	1	0.00 USD

Fee			
15.	ONESolution MCT Client AVL License	2	53.42 USD
16.	ONESolution MCT Client AVL License Annual Maintenance Fee	7	165.11 USD
17.	ONESolution MCT Client AVL License Annual Maintenance Fee	25	625.37 USD
18.	ONESolution MCT Client AVL License Annual Maintenance Fee	5	115.67 USD
19.	ONESolution MCT Client AVL License Annual Maintenance Fee	1	6,580.79 USD
20.	ONESolution MCT Client License for Message Switch Annual Maintenance Fee	1	47.18 USD
21.	ONESolution MCT Client License for Message Switch Annual Maintenance Fee	1	3,202.83 USD
22.	ONESolution MCT Client License for Message Switch Annual Maintenance Fee	23	1,151.05 USD
23.	ONESolution MCT Client-Digital Dispatch	2	427.35 USD
24.	ONESolution MCT Client-Digital Dispatch Annual Maintenance Fee	25	4,378.84 USD
25.	ONESolution MCT Client-Digital Dispatch Annual Maintenance Fee	7	990.59 USD
26.	ONESolution MCT Client-Digital Dispatch Annual Maintenance Fee	5	809.79 USD
27.	ONESolution MCT Client-MAPS Annual Maintenance Fee	5	115.69 USD
28.	ONESolution MCT Client-MAPS Annual Maintenance Fee	25	625.37 USD
29.	ONESolution Mobile Server Software Annual Maintenance Fee	1	5,730.07 USD
30.	ONESolution OpCenter for CAD Annual Maintenance Fee	1	1,501.31 USD
31.	ONESolution Police-to-Police Annual Subscription Fee	1	0.00 USD
32.	ONESolution Switch to Switch Annual Maintenance Fee	1	0.00 USD

Renewal Order Total: 47,130.16 USD**Billing Information**

This is not an invoice. Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of the Customer.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the Ship To location provided by the Customer on the Renewal Order Form.

Please note that the Total Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Total Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Total Price displayed above.



EXECUTIVE SUMMARY
3/7/2024

AGENDA SUBJECT:

Award of Solicitation CIPS23-006 to Skyblue Utilities Inc. for construction services for the Wastewater Collection System Lift Station Improvements, Phase 1 Lift Station 2, (CIP WW.44), in the amount of \$2,798,912.01; and authorize the Interim City Manager to execute any and all necessary documents.

BACKGROUND:

The City of Leander Capital Improvement Project Wastewater Collection System Lift Station Improvements Phase 1, Lift Station #2 (CIP WW.44) includes installation of a new upsized wastewater Lift Station #2 and a new 18-inch force main to connect to the existing 21-inch gravity along RM 2243. Solicitation CIPS24-006 was issued for this project in January 2024.

The solicitation was announced through:

- The Hill Country News
- City of Leander Bonfirewebsite: <https://leandertx.bonfirehub.com/opportunities/113673>
- Civcast
- Bidnet
- State of Texas ESBD website (statewide notice)
- Williamson County CMBL and HUB vendor notification

Three hundred fifty-eight (358) vendors were notified directly of the solicitation. Three (3) bids were received. Skyblue Utilities Inc. was selected as the lowest qualified bidder.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

City staff recommends approval of Construction Contract Agreement # WW.44-SBU-CIPS24-006, under Solicitation CIPS24-006 for the Construction Services for the Wastewater Collection System Lift Station Improvements, Phase 1 Lift Station 2, CIP Project WW.44, in the amount of \$2,798,912.01 to Skyblue Utilities Inc.; and authorize the Interim City Manager to execute any and all required documents.

PRESENTER:

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

	<u>Fiscal Impact</u>
<u>Amount requested:</u>	\$2,798,912.01
<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>	Wastewater Impact Fees

Attachments:

1. WW.44 LS#2 - Contract Agreement Unit Cost
2. 2024.02.22 Phase 1 Lift Station 2 Letter of Recommendation

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 wastewater collection lines, wastewater lift station and force main, repair of pavement as needed, 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 #2**

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 (450) 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 (480) 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
#0-1	Mobilization	LS	1	\$ 92,000.00	\$ 92,000.00
#0-2	Clearing/grubbing	LS	1	\$ 11,500.00	\$ 11,500.00
#0-3	Protection and restoration of site	LS	1	\$ 17,250.00	\$ 17,250.00
#0-4	Chain-Link Fencing for Tree Protection	LF	100	\$ 13.80	\$ 1,380.00
#0-5	Stabilized Construction Entrance	EA	1	\$ 1,495.00	\$ 1,495.00
#0-6	Excavation and Grading	LS	1	\$ 92,000.00	\$ 92,000.00
#0-7	Wet well, Valve Vault, pumps, piping, aluminum hatches, bracing, coating, wiring, level sensors, installation per manufacturer and any appurtenances	LS	1	\$ 1,640,537.92	\$ 1,640,537.92
#0-8	Repurpose existing wetwell as sanitary manhole	LS	1	\$ 34,500.00	\$ 34,500.00
#0-9	4' Dia. Wastewater Manhole	EA	1	\$ 30,384.15	\$ 30,384.15
#0-10	18" Force Main C900 PVC bore with steel casing	LF	222	\$ 1,169.79	\$ 259,693.38
#0-11	18" Force Main C900 PVC	LF	1100	\$ 139.24	\$ 153,164.00
#0-12	21" Wastewater SDR-26 PVC	LF	32	\$ 171.58	\$ 5,490.56
#0-13	Control Panel	LS	1	\$ 120,750.00	\$ 120,750.00
#0-14	SCADA	LS	1	\$ 80,500.00	\$ 80,500.00
#0-15	Genset	LS	1	\$ 23,000.00	\$ 23,000.00
#0-16	Electrical Equipment Shelter	LS	1	\$ 26,450.00	\$ 26,450.00
#0-17	Activated carbon drums	EA	2	\$ 9,200.00	\$ 18,400.00
#0-18	Fencecrete w/ Steel Gate	LS	1	\$ 40,250.00	\$ 40,250.00
#0-19	Steel Platforms/Stairs/Guardrails	LS	1	\$ 74,750.00	\$ 74,750.00
#0-20	Silt Fence	LF	250	\$ 3.45	\$ 862.50
#0-21	Area Light	EA	1	\$ 3,944.50	\$ 3,944.50
#0-22	7" Concrete drive	SY	127	\$ 230.00	\$ 29,210.00
#0-23	Ground Cover	SY	175	\$ 13.80	\$ 2,415.00

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
#0-24	Pump And Haul	LS	1	\$ 34,500.00	\$ 34,500.00
#0-25	Bollards	EA	3	\$ 1,495.00	\$ 4,485.00
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$ 2,798,912.01

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 seven hundred ninety-eight thousand nine hundred twelve dollars one cent \$[2,798,912.01]**.
- C. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

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

Five (5) percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

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

6.04 *Consent of Surety*

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

6.05 *Interest*

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

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement.
 - 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 - 3. Evidence of Insurance
 - 4. City of Leander Standard Definitions, Terms and Conditions
 - 5. Standard General Conditions. Edits highlighted.
 - 6. Specifications as listed in the table of contents of the project manual (copy of list attached).
 - 7. Drawings listed on the attached sheet index.
 - 8. IFB Bid documents.
 - 9. Addenda No. 1
 - 10. Addenda No. 2
 - 11. Addenda No. 3
 - 12. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.

- e. Project Schedule
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above) and the terms and conditions of the Contract Documents are incorporated by reference and made part of this Agreement.
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

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

within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

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

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.
- B. Although drawn by Owner, both parties hereto expressly agree and assert that in the event of any dispute over its meaning or application, this Agreement shall be interpreted reasonably and fairly, and neither more strongly for nor against either party.

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

- solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; but does not include (a) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; or (b) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.
- I. Texas law requires that business entities, as defined in Texas Government Code, Section 2252.908, who contract with the City complete the on-line of Form 1295 "Certificate of Interested Parties" as promulgated by the Texas Ethics Commission (<https://www.ethics.state.tx.us/filinginfo/1295/>). Form 1295 is also required for any and all contract amendments, extensions or renewals. Prior to any payment to Contractor hereunder, Contractor shall provide proof of submission to the City Secretary that the appropriate Form 1295 documentation has been submitted.

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

This Agreement will be effective on **the date of 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: (830) 613-2076

Email: oscarasbui@gmail.com

License No.:

(where applicable)

State:



1500 County Road 269
Leander, TX 78641

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

February 26, 2024

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

Re: Wastewater Collection System Lift Station Improvements, Phase 1- Lift Station 2
Letter of Award Recommendation

Dear Gina:

Bids were publicly opened and read on February 15, 2024 for the above referenced project. As reflected on the attached Bid Tabulation, three (3) bids were received. The lowest, responsive, responsible bidder is Skyblue Utilities Inc. 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 Skyblue Utilities Inc. in the amount of \$2,798,912.01 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.

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 twelve (12) days of the notice to proceed and substantially complete the project within four hundred and fifty (450) 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: February 15, 2024

Project: Wastewater Collection System Lift Station Improvements Phase 1 - LS#2
 Checked By: Rebecca Howley, PE, CFM

Wastewater Collection System Lift Station Improvements Phase 1 - LS#2				C.C. Carlton Industries, LTD		Austin Engineering Co., Inc.		Skyblue Utilities, Inc.	
Item No.	Item	Approx. Quantity	Unit	Price	Extension	Price	Extension	Price	Extension
1	Mobilization	1	LS	\$175,000.00	\$175,000.00	\$182,700.00	\$182,700.00	\$92,000.00	\$92,000.00
2	Clearing/grubbing	1	LS	\$12,500.00	\$12,500.00	\$35,000.00	\$35,000.00	\$11,500.00	\$11,500.00
3	Protection and restoration of site	1	LS	\$7,500.00	\$7,500.00	\$25,000.00	\$25,000.00	\$17,250.00	\$17,250.00
4	Chain-Link Fencing for Tree Protection	100	LF	\$8.00	\$800.00	\$10.00	\$1,000.00	\$13.80	\$1,380.00
5	Stabilized Construction Entrance	1	EA	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$1,495.00	\$1,495.00
6	Excavation and Grading	1	LS	\$27,500.00	\$27,500.00	\$50,000.00	\$50,000.00	\$92,000.00	\$92,000.00
7	Wet well, Valve Vault, pumps, piping, aluminum hatches, bracing, coating, wiring, level sensors, installation per manufacturer and any appurtenances	1	LS	\$2,865,000.00	\$2,865,000.00	\$2,125,000.00	\$2,125,000.00	\$1,640,537.92	\$1,640,537.92
8	Repurpose existing wetwell as sanitary	1	LS	\$55,000.00	\$55,000.00	\$40,000.00	\$40,000.00	\$34,500.00	\$34,500.00
9	4' Dia. Wastewater Manhole	1	EA	\$45,000.00	\$45,000.00	\$15,000.00	\$15,000.00	\$30,384.15	\$30,384.15
10	18" Force Main C900 PVC bore with steel	222	LF	\$1,200.00	\$266,400.00	\$2,000.00	\$444,000.00	\$1,169.79	\$259,693.38
11	18" Force Main C900 PVC	1100	LF	\$150.00	\$165,000.00	\$275.00	\$302,500.00	\$139.24	\$153,164.00
12	21" Wastewater SDR-26 PVC	32	LF	\$220.00	\$7,040.00	\$1,000.00	\$32,000.00	\$171.58	\$5,490.56
13	Control Panel	1	LS	\$176,000.00	\$176,000.00	\$92,780.00	\$92,780.00	\$120,750.00	\$120,750.00
14	SCADA	1	LS	\$120,000.00	\$120,000.00	\$92,780.00	\$92,780.00	\$80,500.00	\$80,500.00
15	Genset	1	LS	\$9,500.00	\$9,500.00	\$15,000.00	\$15,000.00	\$23,000.00	\$23,000.00
16	Electrical Equipment Shelter	1	LS	\$18,900.00	\$18,900.00	\$45,000.00	\$45,000.00	\$26,450.00	\$26,450.00
17	Activated carbon drums	2	EA	\$15,500.00	\$31,000.00	\$2,500.00	\$5,000.00	\$9,200.00	\$18,400.00
18	Fencecrete w/ Steel Gate	1	LS	\$64,500.00	\$64,500.00	\$55,000.00	\$55,000.00	\$40,250.00	\$40,250.00
19	Steel Platforms/Stairs/Guardrails	1	LS	\$15,500.00	\$15,500.00	\$60,000.00	\$60,000.00	\$74,750.00	\$74,750.00
20	Silt Fence	250	LF	\$8.00	\$2,000.00	\$5.00	\$1,250.00	\$3.45	\$862.50
21	Area Light	1	EA	\$8,500.00	\$8,500.00	\$4,500.00	\$4,500.00	\$3,944.50	\$3,944.50
22	7" Concrete drive	127	SY	\$170.00	\$21,590.00	\$150.00	\$19,050.00	\$230.00	\$29,210.00
23	Ground Cover	175	SY	\$40.00	\$7,000.00	\$12.00	\$2,100.00	\$13.80	\$2,415.00
24	Pump And Haul	1	LS	\$30,670.00	\$30,670.00	\$35,000.00	\$35,000.00	\$34,500.00	\$34,500.00
25	Bollards	3	EA	\$1,900.00	\$5,700.00	\$2,000.00	\$6,000.00	\$1,495.00	\$4,485.00
TOTAL BASE BID:					\$4,141,100.00		\$3,689,160.00		\$2,798,912.01



EXECUTIVE SUMMARY
3/7/2024

AGENDA SUBJECT:

Approval of Change Order No. 3 with Chasco Constructors, for the reconstruction, widening, and improvements to Raider Way and East Woodview Drive (CIP T.12), increasing the contract amount by \$281,326.50, for a new total contract amount of \$15,696,569.50, with no extension of term duration, and authorize the Interim City Manager to execute any and all necessary documents.

BACKGROUND:

In 2016, the City approved bonds for improvements to Raider Way and East Woodview Drive, adjacent to Rouse High School and Wiley Middle School, as proposed project T.12 Raider Way and East Woodview Drive Roadway Improvements, in response to safety concerns and traffic congestion immediately adjacent to the two (2) schools.

The improvements include widening Raider Way and Woodview Drive, providing for center turn lanes and better controlled crosswalks, adjusting traffic signals, correcting drainage, adding detention ponds, increasing the waterline size along Woodview Drive, procuring needed easements and right-of-ways, and replacing adjacent utilities underground within a duct bank of conduits.

After reviewing options, the accumulative project team developed a solution, to shallow and widen the pond, adjust the incoming flow and the related storm water pipes, and adjust the alignment of the geothermal pipes in lieu of cutting and shortening the pipes. This is submitted as Change Order No. 3, in the amount of \$281,326.50, which also includes the amount of \$2,820.00 to widen the driveway at 1394 Woodview Drive, per the right-of-way agreement, which had been overlooked during the design phase of the project.

HISTORY/TIMELINE:

07/06/2023 Base Contract Agreement approved by City Council in the amount of \$15,164,644.00.

11/02/2023 Change Order No.1 to add duct banks to the project was approved by City Council in the amount of \$61,655.00.

11/02/2023 Change Order No. 2 to lower geothermal pipes was approved by City Council in the amount of \$188,944.00.

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval of Change Order No. 3, in the amount of \$281,326.50, to the Construction Contract agreement for the CIP project T.12, to the current contract amount of \$15,415,243.00 to Chasco Constructors; and authorize the Interim City Manager to execute any and all necessary documents.

PRESENTER:

Tony Bettis, CIP Program Manager

<u>Amount requested:</u>	<u>Fiscal Impact</u>
<u>Approved in current budget (Yes / No):</u>	\$281,326.50
<u>Expenditure (New / Amended):</u>	No
<u>Recurring or one-time:</u>	Amended
<u>Fund source (Operating / Utility / etc.):</u>	One-Time
	Street Improvements/GO Bonds 2018/Water Impact Fees

Attachments:

1. Chasco Constructors Change Order No. 3

CHANGE ORDER NO. 3

Owner: City of Leander Owner's Project No.: T.12
Engineer: Walker Partners Engineer's Project No.: PICP-22-0026
Contractor: Chasco Constructors Contractor's Project No.: 23095
Project: Raider Way and Woodview Drive Improvements
Contract Name: T.12-CHAS-S23-013
Date Issued: 02/26/2024 Effective Date of Change Order:

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

Description: **Lower Geothermal System, Pond A Storm Changes, Parsley Driveway Widening. Please refer to the attachments for more information regarding the added scope of work.**

Attachments:

Chasco Change Order AIA Document G701

Looptech Geothermal, LLC Proposal

Project Drawings

Change in Contract Price

Original Contract Price:
\$ 15,164,644.00
Increase from previously approved Change Orders No. 2 to No.3:
\$ 281,326.50
Contract Price prior to this Change Order:
\$ 15,415,243.00
Contract Price incorporating this Change Order:
\$ 15,696,569.50

Recommended by Engineer

By: R. M. Myn, PE

Title: Manager

Date: February 26, 2024

Accepted by Contractor

By: [Signature]

Title: Project Manager

Date: 2/26/2024

Authorized by Owner

By: _____

Title: _____

Date: _____

EJCDC® C-941, Change Order EJCDC® C-941, Change Order, Rev.1.

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Change Order

AIA DOCUMENT G701

Distribution to:

OWNER	☒
ARCHITECT	☒
CONTRACTOR	☒
FIELD	☐
OTHER	☐

PROJECT: Radier Way & Woodview Drive Improvments

CHANGE ORDER NO: 03

DATE: 02/22/2024

CHASCO PROJECT NO: 23095

TO OWNER: City of Leander

CONTRACT DATE: 02/22/24

The Contract is changed as follows: Lower Geothermal System, Pond A Storm Changes, Parsley Driveway Widening

Add and delete all items as per the attached Change Proposal # 2, 3, and 4

1)	CP 02 - Lower Geothermal System	\$	238,087.50
2)	CP 03 - Pond A Storm Changes	\$	40,419.00
3)	CP 04 - Parsley Driveway Widening	\$	2,820.00

TOTAL: \$ 281,326.50

Not valid until signed by the Owner, Architect and Contractor.

Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The Original Guaranteed Maximum Price was	\$ 15,164,644.00
Net change by previously authorized Change Orders	\$ 250,599.00
The Guaranteed Maximum Price prior to this Change Order was	\$ 15,415,243.00
The Guaranteed Maximum Price will be increased by this Change Order	\$ 281,326.50
The new Guaranteed Maximum Price including this Change Order will be	\$ 15,696,569.50

The Date of Substantial Completion as of the date of this Change Order is May, 31st 2025

Authorized:

ENGINEER

CONTRACTOR

OWNER

Address: Walker Partners, LLC
6504 Bridge Point Pkwy
Austin, TX 78730

Address: Chasco Constructors
Po Box 1057
Round Rock, TX 78680

Address: _____

By: R. Alan Munger, PE

By: Bill Bambrick

By: Tony Bettis

DATE: _____

DATE: 02/23/2024

DATE: _____



P.O. Box 1057
Round Rock, TX 78680
(512) 244-0600
Fax (512) 244-6085

23095 - RAIDER WAY & WOODVIEW DRIVE IMPROVEMENTS LOWER GEOTHERMAL SYSTEM

CHANGE PROPOSAL 02 REVISED

2/22/2024

Item	Specification	Description	Qty	Unit	Unit Price	Total Amount
1.00		LOWERING OF GEOTHERMAL SYSTEM	1	LS	\$ 215,000.00	\$ 215,000.00
2.00		SURVEY AND LAYOUT	1	LS	\$ 5,000.00	\$ 5,000.00
3.00		HAUL OFF SPOILS FOR GEOTHERMAL	270	CY	\$ 25.00	\$ 6,750.00
SUBTOTAL						\$ 226,750.00
5% FEE						\$ 11,337.50
TOTAL CHANGE PROPOSAL						\$ 238,087.50

0073



00+00

00+00

Proposal



6556 Indian Trail, Sanger, TX 76266

Office: (936) 295-7038 --- M. Tolle Cell: (817) 228-1282 --- Luis Martinez Cell: (469) 442-1115

Submitted To: Chasco Constructors		Office: (512) 244-0600		Date: 2/20/2024
Attention: Bill Bambrick		Cell: (512) 848-3327		
Address: 2801 E Old Settlers Blvd. Round Rock, TX 78665		Job Name: Raider Way - Wiley Middle School REVISION 2		
Job Location: 1526 Raider Way, Leander, TX 78641				
Architect: N/A		Date of Plans: Mechanical- 2/15/2005		Job Phone: N/A
Engineer: MEP Engineering		Civil- N/A		
We propose to furnish the necessary labor, material & equipment to: Excavate and expose existing geothermal system in order to lower all piping below proposed detention pond. This is per plan M1.0. No specs recognized. No Addenda Recognized.				

Scope as follows:

Excavate and lower header piping one well system at a time to maintain conditioned air in the occupied building

Work is inclusive of **all wells and piping affected by pond "A"**

All exterior piping to be HDPE SDR 11

Trenching and excavation associated with manifolding in proposed detention pond area

Standard sand bed: 4" bed below, 6" bed above + native backfill; **will add additional sand bed as required**

Trench backfill and compaction in lifts of 8" to 12" (max).

Detectatape tape at a depth of 24" below grade

System flush and purge; exterior well fields and interior piping as required

5 year warranty on system installation and materials for LoopTech's scope of work

Base Bid for the Work described above (excluding tax)

All of the above for the sum of: **Two hundred fifteen thousand & 00/100**

\$215,000.00

Clarifications:

Base Bid price is turnkey for start to finish of scope listed above.

LoopTech to make best effort to **NOT** cut any of the geothermal lines.

Chasco Constructors to provide all surveying during work and to provide final as-builts.

This revised proposal includes all previous discovery work, freeze protection cover and the repairs previously made.

Price based upon an average system coverage of 4' per previous discussions.

Chasco Constructors will be responsible for removal/haul off of all trenching spoils.

Final depth of piping below retaining wall to be coordinated with EOR and Chasco Constructors.

Overtime requirements for performing our scope of work are included.

LoopTech shall perform and install using our standard means and methods.

A best effort will be made at keeping soils and debris from surrounding streets. LoopTech will not be responsible for additional cleanup.

Pressurized water must be provided on site (2" minimum hydrant connection).

LoopTech will not be responsible for final grade.

Clear and reasonable access must be provided throughout the processes for excavation equipment and delivery trucks inside around the job site as required.

Insurance coverage as follows: 1M ea. occurrence GL, auto and workers compensation. 2M GL aggregate. 5M umbrella.

Additional cost incurred due to higher policy limits required by contract will be added to this proposal amount.

Exclusions:

Permits and/or any associated fees.

Exclusions cont.:

Shop drawings, as-builts and any other post work documentation.

Bonding

Rock sawing; concrete sawing, cutting, coring, removal or replacement;

Compaction testing and any fees associated.

All contract language reading "pay when paid" or similar.

Bonds, permits, excess liability over that indicated above, lab inspection/testing, liquidated damages.

Note: proposal, with clarifications & exclusions as noted, will become part of the contract which LoopTech Geothermal will enter into with the Contractor. This proposal becomes binding with faxed/emailed receipt of signed proposal or letter of intent from the Contractor. This proposal supersedes any conflicting wording with the specifications or any other contract documents. Scope, clarifications and exclusions will be issued as a part of any contract entered into.

Note: Any products or services not expressly shown or listed within our inclusions section is excluded.

Terms:

Price is firm for fifteen (15) days from date of quotation otherwise a price revision may be applied.

Progressive billings will be made monthly and will be due net thirty (30) days from submission.

Respectfully submitted,

Michael Tolle & Luis Martinez

LoopTech Geothermal, LLC

Accepted by: _____

Company: _____



P.O. Box 1057
Round Rock, TX 78680
(512) 244-0600
Fax (512) 244-6085

23095 - RAIDER WAY & WOODVIEW DRIVE IMPROVEMENTS POND A STORM CHANGES

CHANGE PROPOSAL 03

2/22/2024

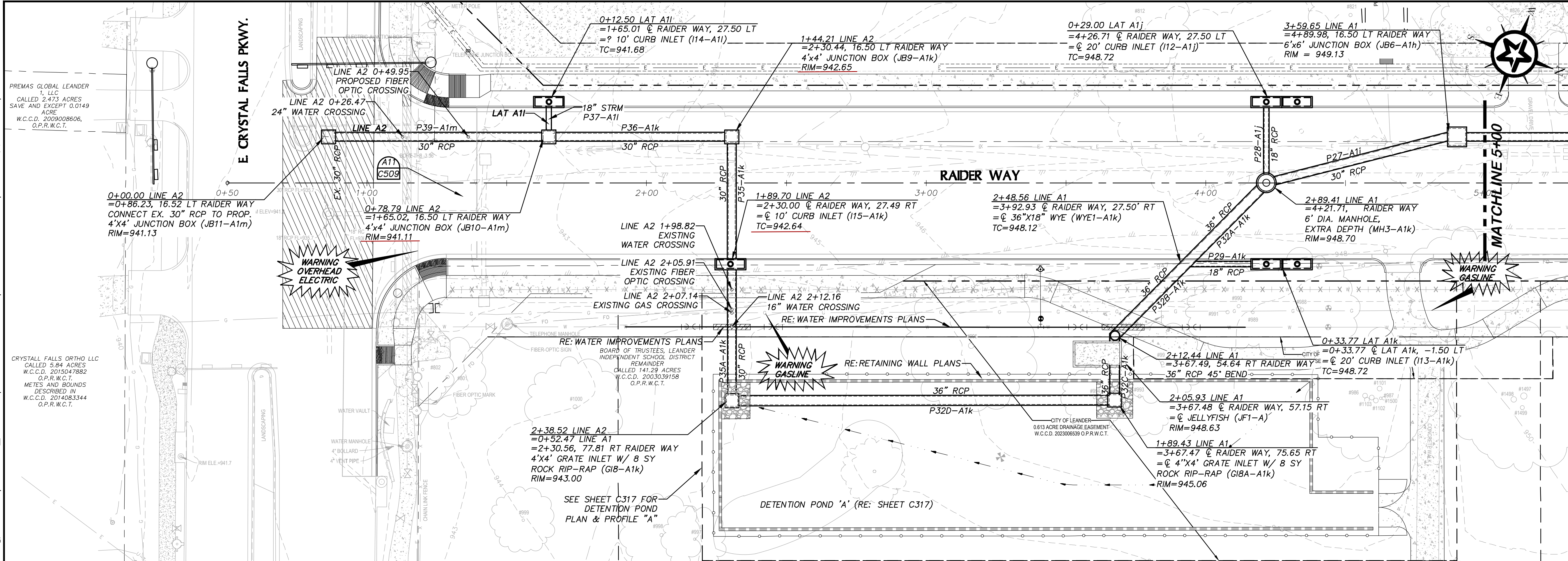
Item	Specification	Description	Qty	Unit	Unit Price	Total Amount
1.00	GENERAL CONDITIONS					
1.05	COA 509S	EXCAVATION SAFETY SYSTEM	148	LF	\$ 5.00	\$ 740.00
SUBTOTAL GENERAL CONDITIONS						\$ 740.00

2.00	DEMOLITION					
2.07	TxDOT 496	REMOVE INLET OR JUNCTION BOX	1	EA	\$ 2,500.00	\$ 2,500.00
SUBTOTAL DEMOLITION						\$ 2,500.00

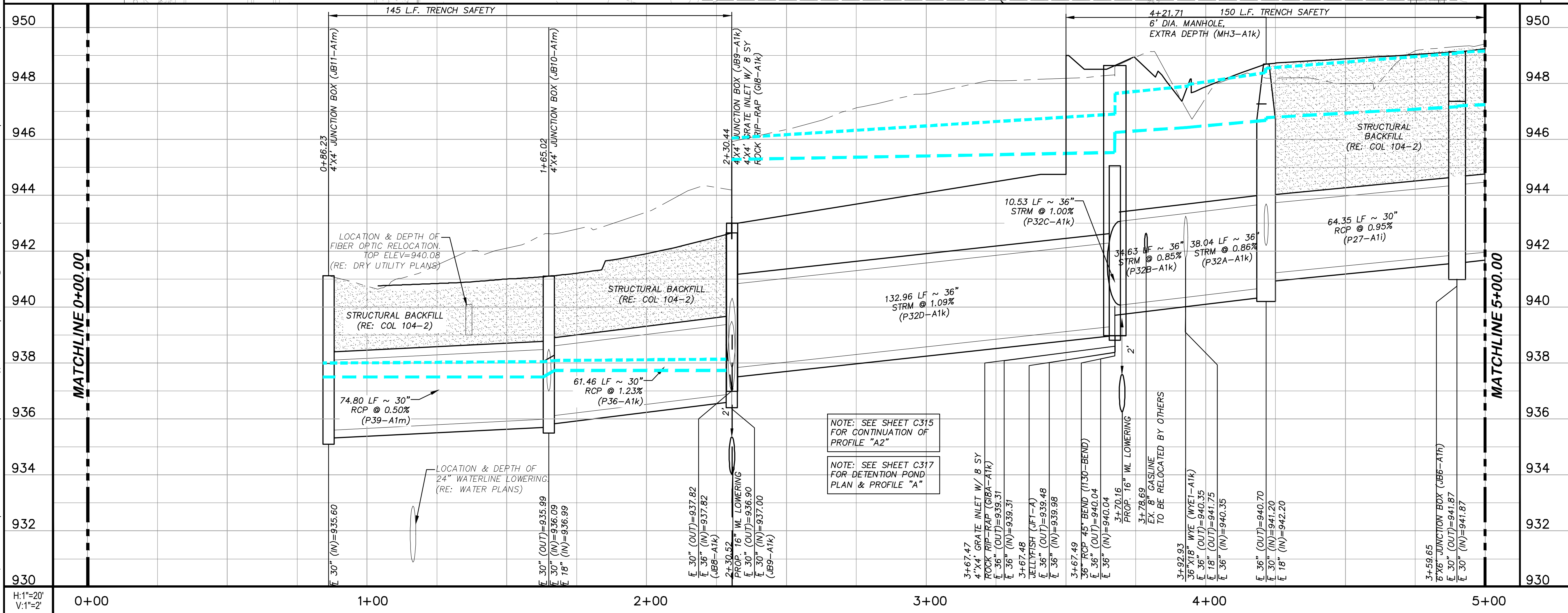
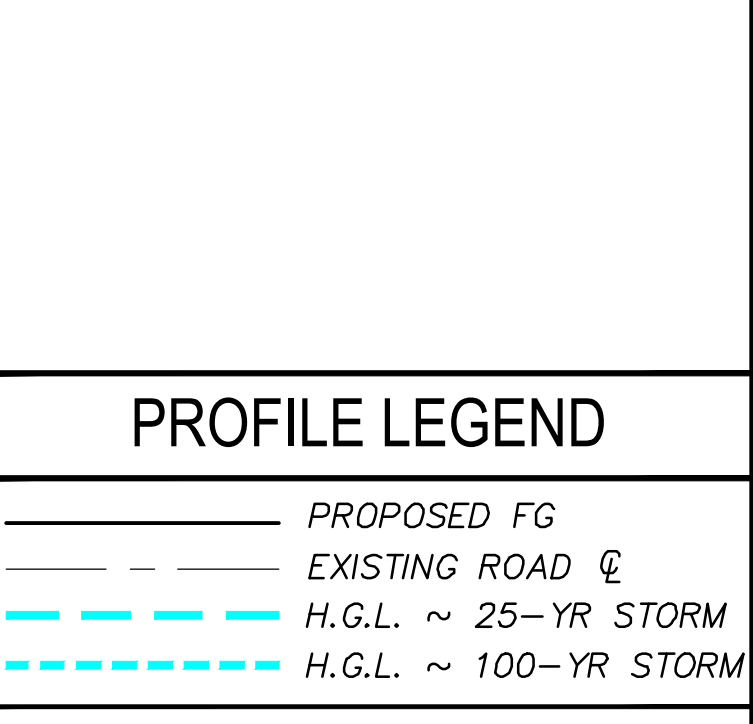
3.00	STREET IMPROVEMENTS					
3.23	COA 432S-4	4" REINFORCED CONCRETE SIDEWALK OVER 2" BEDDING SAND	(2356)	SF	\$ 9.00	\$ (21,204.00)
		7" REINFORCED CONCRETE SIDEWALK OVER 2" BEDDING SAND	2356	SF	\$ 13.00	\$ 30,628.00
SUBTOTAL STREET IMPROVEMENTS						\$ 9,424.00

4.00	DRAINAGE IMPROVEMENTS					
4.01	COA 510-ASD-18	18" RCP, CL III	(6)	LF	\$ 90.00	\$ (540.00)
4.03	COA 510-ASD-24	24" RCP, CL III	(30)	LF	\$ 110.00	\$ (3,300.00)
4.04	COA 510-ASD-30	30" RCP, CL III	18	LF	\$ 115.00	\$ 2,070.00
4.05	COA 510-ASD-36	36" RCP, CL III	166	LF	\$ 190.00	\$ 31,540.00
4.10	COA 510-ASD-24	24" RCP BEND	(1)	EA	\$ 1,150.00	\$ (1,150.00)
4.14	COA 506S M-6	6' MANHOLE	1	EA	\$ 10,000.00	\$ 10,000.00
4.18	COA 506S J-6	6' X 6' JUNCTION BOX	1	EA	\$ 11,000.00	\$ 11,000.00
4.20	COA 506S-J-4 (MOD)	4'X4' JUNCTION BOX FOR POND OUTLET STRUCTURE (GRATE)	1	EA	\$ 11,000.00	\$ 11,000.00
4.35	COA 591S-A	12" DRY ROCK RIPRAP, 2' THICK LAYER	7	SY	\$ 250.00	\$ 1,750.00
4.37	COA 403S-SY	ENERGY DISSIPATORS ON CONCRETE SLAB	(12)	SY	\$ 350.00	\$ (4,200.00)
4.38	COA 623S	DRY STACK ROCK WALL (DETENTION POND)	(1014)	SF	\$ 33.00	\$ (33,462.00)
4.39	COA 701S-A	CHAIN LINK BARRIER FENCE, 6' HIGH W/ PVC COATED FABRIC	20	LF	\$ 36.00	\$ 720.00
4.42	COA 111S-B	EXCAVATION, POND, INCL. 4" TOPSOIL	(988)	CY	\$ 6.00	\$ (5,928.00)
		3X5 ROCK ACCESS RAMP AT POND A, B1, B2	1270	SF	\$ 6.50	\$ 8,255.00
SUBTOTAL DRAINAGE IMPROVEMENTS						\$ 27,755.00

TOTAL CHANGE PROPOSAL \$ 40,419.00



- ### GENERAL NOTES
- ALL STORM IMPROVEMENTS SHALL BE INSTALLED PER CITY OF AUSTIN SPECIFICATIONS AND DETAILS UNLESS OTHERWISE NOTED. PRECAST MANUFACTURER SHALL SUBMIT SEALED DESIGNS AND SHOP DRAWINGS FOR REVIEW AND APPROVAL.
 - RE: CITY OF LEANDER 104-1 & 104-2 FOR STORM TRENCHING, EMBEDMENT, AND BACKFILL REQUIREMENTS.
 - WORK ON STORM DRAIN SYSTEM A & B SHALL NOT COMMENCE PRIOR TO COMPLETION OF DETENTION PONDS.
 - ALL WORK ON PRIVATE PROPERTIES SHALL NOT ENCR OACH OUTSIDE OF EASEMENTS. ALL WORK SHALL BE SCHEDULED, COMMUNICATED, AND COORDINATED WITH PROPERTY OWNERS.
 - ALL STORM DRAIN PIPE SHALL BE CLASS III REINFORCED CONCRETE PIPE UNLESS OTHERWISE SPECIFIED.
 - ALL STATION AND OFFSET CALLOUTS FOR STORM DRAIN STRUCTURES ARE TO THE BACK OF CURB AT THE LOCATIONS INDICATED BELOW.
 - ALL STATION AND OFFSET CALLOUTS FOR MANHOLE STRUCTURES ARE TO CENTER OF MANHOLE.
 - ALL INLET TOPS TO BE CAST-IN-PLACE.
 - ALL PROPOSED STORM DRAIN SHALL BE BACKFILLED WITH BACKFILL AS SHOWN- CONTRACTOR SHALL INCLUDE BACKFILL COST IN UNIT PRICE FOR ITEM.
 - SEE SHEET C323 FOR DETAILS REFERENCING JELLYFISH WATER QUALITY CONTROLS, WEIR STRUCTURES, AND TCEQ PERMIT REQUIREMENTS.





P.O. Box 1057
Round Rock, TX 78680
(512) 244-0600
Fax (512) 244-6085

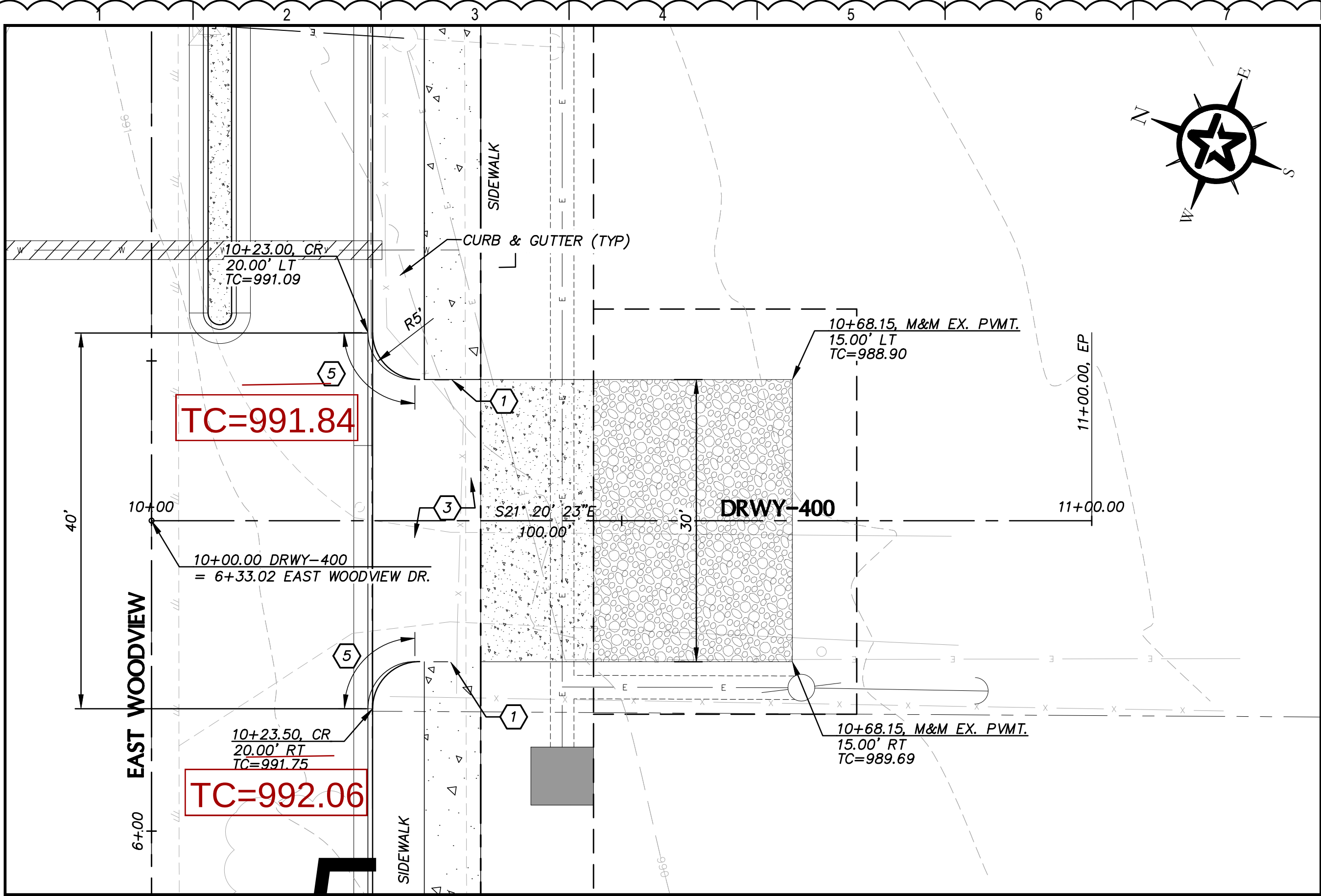
23095 - RAIDER WAY & WOODVIEW DRIVE IMPROVEMENTS PARSLEY DRIVEWAY WIDENING

CHANGE PROPOSAL 04

2/22/2024

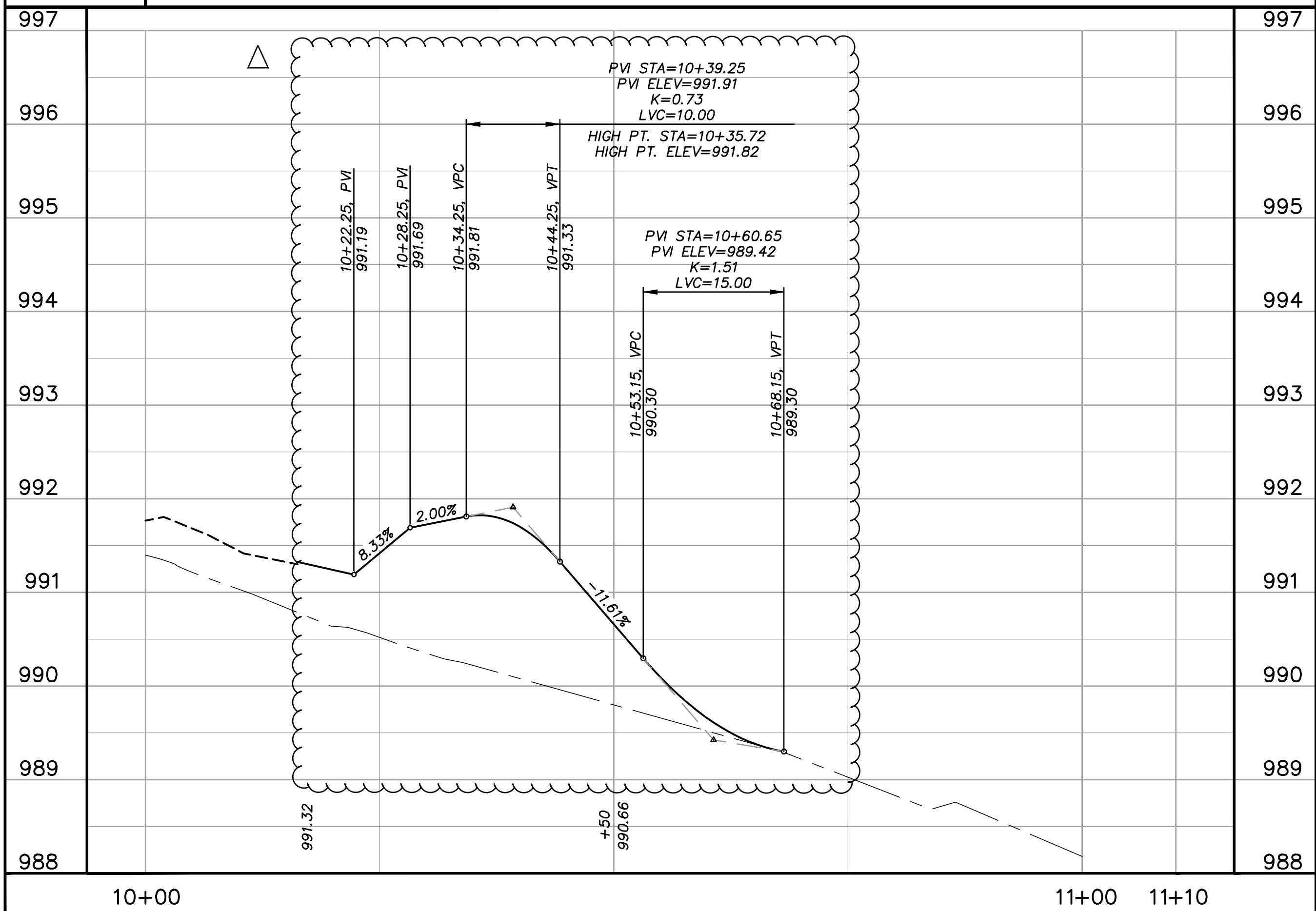
Item	Specification	Description	Qty	Unit	Unit Price	Total Amount
3.00	STREET IMPROVEMENTS					
3.23	COA 432S-4	4" REINFORCED CONCRETE SIDEWALK OVER 2" BEDDING SAND	(72)	SF	\$ 9.00	\$ (648.00)
3.26	COA 433S-2	TYPE II DRIVEWAY (COMMERCIAL/MULTI-FAMILY) REVISE FROM 18' WIDE TO 30' WIDE	289	SF	\$ 12.00	\$ 3,468.00
TOTAL CHANGE PROPOSAL						\$ 2,820.00

G:\PROJECTS\13-00585\2 DESIGN\2.0 CAD\13-00585\STREET-DRIVEWAYS.DWG, C228 EAST WOODVIEW DR. DRIVEWAYS, 2/6/2024 7:54:56 AM, cschroeder



F1 DRIVEWAY 400 PLAN TYPE II DRIVEWAY (5")

F8 NOT USED



A1 DRIVEWAY 400 - PROFILE

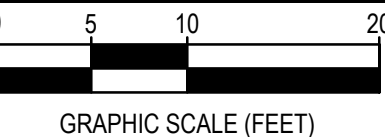
A8 NOT USED

KEY NOTES

- PREFORMED ASPHALT EXPANSION JOINT FOR CONCRETE (INCIDENTAL TO SIDEWALK)
- PAINT CURB "FIRE LANE"
- PAVEMENT THICKNESS TO MATCH DRIVEWAY DRIVEWAY LONGITUDINAL SLOPE 2%
- CURB & GUTTER (TYP)
- TRANSITION CURB FROM 6" TO 0" (TYP.)
- TRANSITION CURB FROM 0" TO 6" (TYP.)

GENERAL NOTES

- ELEVATIONS AND OFFSETS REFERENCE ROADWAY AT PAVEMENTS EDGE (LIP OF GUTTER) UNLESS OTHERWISE NOTED.
- BASLINE INFORMATION SHOWN ON SHEET C200.
- CONTRACTOR TO PROVIDE CONCRETE FINISH (BROOM FINISH)
- CONTRACTOR TO EXTEND DRIVEWAY LENGTH IF THE PROPOSED CONNECTION POINT IS WITHIN 2-3 FEET OF AN EXISTING JOINT.
- PROVIDE JOINTS AT ALL ABUTTING VERTICAL CONCRETE SURFACES SUCH AS CURBS, EXISTING DRIVEWAYS, ETC.
- REF. CONCRETE DRIVEWAY DETAILS ON SHEET C235.
- DRIVEWAY CROSS-SLOPE GRADED TO DRAIN AS DIRECTED BY ENGINEER.
- DRIVEWAY CONSTRUCTION MAY REQUIRE TEMPORARY CONSTRUCTION EASEMENTS (TCE). CONTRACTOR WILL BE PROVIDED TCE FOR WORK OUTSIDE LIMITS OF PROJECT ROW FOR DRIVEWAY CONSTRUCTION BY THE ENGINEER PRIOR TO COMMENCING DRIVEWAY WORK. CONTRACTOR SHALL NOTIFY THE ENGINEER AT LEAST 48 HOURS PRIOR TO BEGINNING WORK REQUIRING TCE.



CHANGE ORDER #5	2/5/24
REV.	DESCRIPTION
	DATE



CITY OF LEANDER

RAIDER WAY ROAD IMPROVEMENTS

EAST WOODVIEW DR. DRIVEWAYS

11/14/2023	R. Alan Munger, PE
DATE	R. ALAN MUNGER
PM	RAM
DESIGNED	RAM
DRAFTED	MAC & LCS
CHECKED	RAM
PROJECT NO.	3-00585
DRAWING NO.	C228
	SHEET 113 OF 284



EXECUTIVE SUMMARY
3/7/2024

AGENDA SUBJECT:

Approval of Pedernales Electric Cooperative's (PEC) Invoice #90042350 in the amount of \$400,281.11 for the cost to relocate overhead electrical service to underground duct bank relative to the Raider Way and Woodview Drive improvements project (CIP T.12); and authorize the Interim City Manager to execute any and all necessary documents.

BACKGROUND:

In 2016, the City approved bonds for improvements to Raider Way and East Woodview Drive, adjacent to Rouse High School and Wiley Middle School, as proposed project T.12 Raider Way and East Woodview Drive Roadway Improvements, in response to safety concerns and traffic congestion immediately adjacent to the two (2) schools.

The improvements include widening Raider Way and Woodview Drive, providing for center turn lanes and better controlled crosswalks, adjusting traffic signals, correcting drainage, adding detention ponds, increasing the waterline size along Woodview Drive, procuring needed easements and right-of-ways, and replacing adjacent utilities underground within a duct bank of conduits. To provide for the width to achieve improvements, all dry utility services are being relocated underground, including PEC's overhead electrical service.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval of payment of the PEC Invoice, in the amount of \$400,281.11, to Pedernales Electric Cooperative (PEC), for the CIP project T.12; and authorize the Interim City Manager to execute any and all necessary documents.

PRESENTER:

Tony Bettis, CIP Program Manager

	<u>Fiscal Impact</u>
<u>Amount requested:</u>	\$400,281.11
<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>	55-01-8391 GO Bonds Series 2016

Attachments:

1. PEC Invoice #90042350



Pedernales Electric Cooperative
201 S. Avenue F • P.O. Box 1
Johnson City, Texas 78636
pec.coop

INVOICE: 90042350

Invoice Date: 02/19/2024
Terms: Net 14
Due Date: 03/04/2024
Amount Due: \$ 400,281.11

CITY OF LEANDER
C/O ACCOUNTS PAYABLE
PO BOX 319
LEANDER TX 78646-0319

Account: 927960	Page 1 of 1				
Description: COSTS FOR WO#165729 RW_LA130_RELO_URD_COL_RAIDER WAY					
Instructions: Please submit payment at https://pec.smarthub.coop/PayNow.html or by mail to PEC at the address below. Please indicate invoice number above on your check. If paying online, enter account number above and your company name as shown in line 1 of the address block in the log in screen. On the next page there will be a green "Pay Now" button next to this invoice.					
DESCRIPTION	QUANTITY	UOM	UNIT PRICE	AMOUNT	TAX
CATALOG ITEM: CIAC DISTR CONS SECONDARY COSTS	1.000	EA	691.8200	691.82	✓
CATALOG ITEM: CIAC DISTR CONS CIAC Distribution Construction	1.000	EA	363,046.9000	363,046.90	✓
CATALOG ITEM: CIAC DISTR RET CIAC Distribution Retirement	1.000	EA	9,483.7600	9,483.76	✓
MESSAGES	Subtotal: \$ 373,222.48				
Direct Inquiries to: Liberty Hill Planning Department 1-877-372-0391, option 8 PECLibertyHillPlanning@peci.com	Tax: \$ 27,058.63				
	Total: \$ 400,281.11				
	Amount Paid: \$ 0.00				
	Amount Due: \$ 400,281.11				

Pay online at <https://pec.smarthub.coop/PayNow.html>



Pedernales Electric Cooperative
201 S. Avenue F • P.O. Box 1
Johnson City, Texas 78636
pec.coop

Account: 927960
Invoice: 90042350
Due Date: 03/04/2024
Amount Due: \$ 400,281.11

Amount Of Payment: _____

Remit To:

PEDERNALES ELECTRIC COOPERATIVE
302 E LADY BIRD LANE
P.O. BOX 1
JOHNSON CITY TX 78636

CITY OF LEANDER
C/O ACCOUNTS PAYABLE
PO BOX 319
LEANDER TX 78646-0319



EXECUTIVE SUMMARY
3/7/2024

AGENDA SUBJECT:

Approval of a waiver of Article 8.04, Noise, Section 8.04.001(g) in the hours of construction work for the Freehill – Hero Way Development to perform early morning concrete pours beginning at 3:00 a.m. at the site located at 11561 Hero Way, between March 2024 through December 1, 2024 (depending on weather conditions);and requiring the contractor of the site to post notifications a minimum of forty-eight (48) hours in advance of the activities.

BACKGROUND:

Owrey Construction, LLC, the general contractor for the Freehill – Hero Way site development, has requested a variance for construction activities for concrete pours between March 2024, through December 1, 2024, for the Freehill – Hero Way site located at 11581 Hero Way in Leander, Texas.

Due to potential traffic and safety issues, such as a large volume of trucks for the pours, Owrey Construction, LLC is requesting they be granted a variance to be allowed to perform concrete pours beginning at 3:00 a.m. The anticipated number of trucks for this site will be fifty to sixty (50-60), dependent on the exact yardage required. A maximum of three (3) concrete pours per week is expected with no more than two (2) early-morning consecutive pours.

The general contractor will notify the surrounding residents with door hangers forty-eight (48) hours in advance of the construction activities.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

City Staff recommend approving a variance of the City’s Noise Ordinance for construction activities as scheduled in the attached request for the Freehill – Hero Way Project site.

PRESENTER:

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

Fiscal Impact

Attachments:

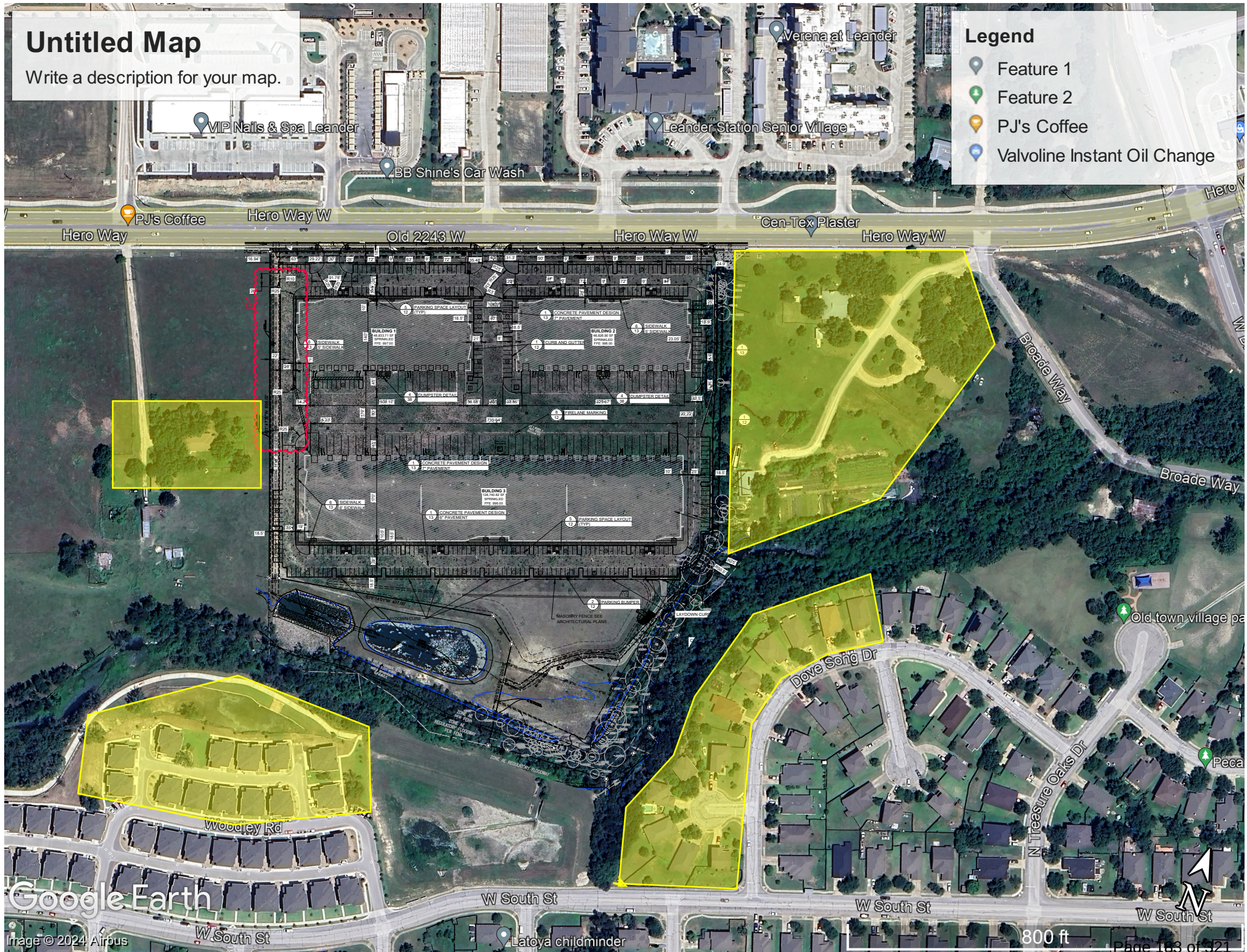
1. Variance Site Plan 2
2. Freehill-Hero Way Noise Variance Form

Untitled Map

Write a description for your map.

Legend

- Feature 1
- Feature 2
- PJ's Coffee
- Valvoline Instant Oil Change



Engineering Department

Temporary Noise Variance ApplicationChapter 8 Offenses and Nuisances – Article 8.04 Noise - **Sec.8.04.001.a11**

(11) The excavation or grading of land, or the erection, construction, demolition or alteration of any building or structure, between the hours of 9:00 p.m. and 7:00 a.m., within six hundred feet (600') of any occupied residential structure, or that generates, produces or results in any noise or sound that may be heard at the property line of any occupied residential structure; provided that this subsection shall not apply to any such work, construction, repairs or alterations that constitute an urgent necessity for the benefit and interest of the public safety, health or general welfare, e.g., repairs and emergency installations by any public utility, or to any excavation, erection, construction, demolition or alteration authorized by the city council to be undertaken between the hours of 9:00 p.m. and 7:00 a.m.

1. Reasons for requesting a Temporary Noise Variance from the City of Leander (e.g. Construction Activities, Concrete pours, etc.)

Our project consists of 3 large concrete tilt-wall buildings that requires large scale (500-1000 yards) concrete placements for both the slab foundation, the concrete tilt panel walls and paving. The **safest** & most efficient way for us to accomplish these placements is to start early in the morning, typically 3am - 4am. It usually takes 5-6 hours to get this many yards placed. We then need 6-8 hours during the normal day time hours to properly finish the concrete. We can silence back-up alarms and take every other measure to reduce noise during these early morning hours.

The work hour restriction will force us to have many more scheduled placements and prolong our overall schedule. Early morning concrete placements will allow us to make larger placements as originally planned, thus reducing the number of concrete placements and any potential disruption to the surrounding community.

1. **Anticipated Number of Trucks:** An average of (50-60) concrete trucks will be required for each pour. This is dependent on the exact yardage required.
2. **Truck Route:** I've attached the potential truck route from the batch plant to our site.
3. **Time-Frame Adjustment:** Concrete operations will be from 3am – 4am start time as requested.
4. **Weekly Pour Schedule:** A maximum of 3 pour per week are expected with no more than 2 early morning pours consecutively.
5. **Public Notice Commitment:** We will notify the surrounding residents with door hangers. I've attached the flyer we put out with our most recent placement.
6. **Map of Construction Activity:** I've overlayed our overall site plan on google earth highlighting the proximity of neighboring residents withing 600' of our property line.



We strongly feel that the potential traffic & general safety issues are a greater risk than the potential noise.

2. List any noise generating equipment that will be operated during the variance window (e.g. Light plants, Generators, Backhoe, concrete saw, vacuum, etc.)

Concrete pump truck & concrete trucks. We can silence back-up alarms and take every other measure to reduce noise during these early morning hours.

3. List any measures that will be taken to reduce the impacts to neighbors. (e.g. No alarms, whistles or sirens will be used, we will notify the neighbors, etc.)

We can silence back-up alarms and take every other measure to reduce noise during these early morning hours.

Engineering Department Temporary Noise Variance Application

Project Address: 11561 Hero Way W. OR Location: _____

Description of Work:

Concrete placement

In the fields below, please enter the start date and time for the variance window including setup and traffic control. For the stop date use the ending day and time the variance will be needed including clean up.

Start Date: 1 March 2024 Start Time: 3-4am

Finish Date: 1 December 2024 Finish Time: 7-10am

Applicant Information:

Name: Brian Owrey Company Owrey Construction LLC Position: President



Address: 20152 Kuykendahl Rd. Phone: 281.407.1282 E-mail: bowrey@owreyconstruction.com

Contractor Information:

Name: Brian Owrey. Company Owrey Construction LLC Position: President

Address: 20152 Kuykendahl Rd. Phone: 281.407.1282 E-mail: bowrey@owreyconstruction.com



EXECUTIVE SUMMARY
3/7/2024

AGENDA SUBJECT:

Conduct a Public Hearing regarding Zoning Case Z-23-0095 to amend the current zoning of TOD/PUD-CD (Transit Oriented Development/ Planning Unit Development – Conventional Development Sector) to adopt the Spillars Project Minor PUD (Planned Unit Development) with the base zoning district of GC-2-A (General Commercial) on one (1) parcel of land approximately 1.574 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R086306; and located to the east of the intersection of Tulum Terrace and US 183, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-23-0095 as described above.

BACKGROUND:

This request is the second step in the zoning process.

HISTORY/TIMELINE:

09/22/2005 TOD/PUD approved

02/08/2024 Planning & Zoning Commission, 1st Public Hearing

APPLICANT/AGENT:

SKB Architecture and Design (Stuart M. Alderman) on behalf of Spillar Project, LLC (John Spillar)

RECOMMENDATION:

Staff recommends approval of the zone change. The Planning & Zoning Commission recommended approval of the request with the condition that bars/night clubs and vape shops are added as prohibited uses during the February 8, 2024 meeting with a 5 to 1 vote (Commissioner Calame opposing).

PRESENTER:

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

Fiscal Impact

N/A

Attachments:

1. Planning Analysis - Spillars Project Minor PUD
2. Current Zoning Map - Spillars Project Minor PUD

3. Future Land Use Map - Spillars Project Minor PUD
4. Notification Map - Spillars Project Minor PUD
5. Proposed Zoning Map - Spillars Project Minor PUD
6. Aerial Map - Spillars Project Minor PUD
7. PUD Notes and Conceptual Site Layout & Land Use Plan - Spillars Project Minor PUD
8. PUD Notes P&Z Recommendation Redline - Spillars Project Minor PUD
9. Letter of Intent - Spillars Project Minor PUD
10. Neighborhood Outreach - Spillars Project Minor PUD
11. Ordinance - Spillars Project Minor PUD
12. 02-08-2024 P & Z Minutes



PLANNING ANALYSIS

ZONING CASE Z-23-0095 SPILLARS PROJECT MINOR PUD

GENERAL INFORMATION

Owner/Agent: SKB Architecture and Design (Stuart M. Alderman) on behalf of Spillar Project, LLC (John Spillar).

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

Proposed Zoning: Spillars Project Minor PUD (Planned Unit Development) with a base zoning district of: GC-2-A (General Commercial)

Size and Location: The property is located to the east of the intersection of Tulum Terrace and US 183, Leander, Williamson County, Texas, including approximately 1.574 acres.

Staff Contact: Jason Pho
Assistant Planner

APPLICANT REQUEST

The applicant has submitted a request to change the designated zoning district of their property in order to establish the base zoning district of GC-2-A (General Commercial) for the development of a one-story retail project.

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

The City Council approved an amendment to the Transit Oriented Development District on 03/05/2020 to allow property owners the option to remove their property from the SmartCode and develop under the Composite Zoning Ordinance. The establishment of a base zoning is the first step in the development process for properties zoned Conventional Development.

SITE INFORMATION:

ABUTTING ZONING AND LAND USE:

	ZONING	LAND USE
NORTH	PUD-HC, CD	Vacant
EAST	CD	Industrial, Vacant

SOUTH	CD	Vacant
WEST	PUD-GC, TOD/PUD-CD, PUD-SF	Vacant, Industrial, Enclave at Maya Vista Subdivision (Single-Family),

SURROUNDING AREA:

This property is located north of Tulum Terrace and south of Heritage Grove Road. To the west of the site is vacant land, The Enclave at Maya Vista Subdivision, and a cement plant. To the east of the site is vacant land and another concrete supplier. Toward the north and south of the site is vacant land.

PHYSICAL AND NATURAL FEATURES:

This property is not located within the floodplain. The existing trees on site will be reviewed during development and are subject to the mitigation requirements.

PROPERTY HISTORY:

This property annexed into the City of Leander on 11/6/2002.

PREVIOUS ZONING CASES:

The following zone cases were previously submitted for this property:

- 05-Z-006 approved a zone change to TOD/PUD-CD (Transit Oriented Development/Planning Unit Development – Conventional Development Sector) on 09/22/2005.

MAJOR CORRIDORS:

This property has access onto US 183.

TRANSPORTATION PLAN REQUIREMENTS:

This property includes a future expansion of US 183.

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
US 183	Arterial	Commercial	126' ROW 6 Lanes 10' sidewalk

SUBDIVISIONS:

No subdivision cases were previously submitted for this property.

CURRENT LAND USES:

This property is currently vacant.

EXISTING UTILITIES:

This property has access to water along Tulum Terrace in the Enclave at Maya Vista Subdivision, located approximately 150 feet west of the property, as shown in Figure 1. The extension of this waterline would require a bore. For wastewater, a 12" gravity main is located along Tulum Terrace, as shown in Figure 2.



Figure 1 – Water System



Figure 2 - Wastewater System

CURRENT LAND USES:

This property is currently vacant.

PROPOSED ZONING DISTRICT:**USE COMPONENT****GC – GENERAL COMMERCIAL:**

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

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

SITE COMPONENT**TYPE 2:**

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

Intent:

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

- (6) Compliance with Type 1 standards shall also be deemed as compliance with this component.

ARCHITECTURAL COMPONENT

TYPE A:

Features: 5 or more architectural features.

Intent:

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

COMPREHENSIVE PLAN:

Applicable Comprehensive Plan goal statements

- Strategy 1.1: 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:**DEVELOPMENT MEETING**

A development meeting was held with Staff on 08/07/2023. No changes were made to the project since the development meeting was held.

No ordinance changes occurred following the development meeting which may have impacted this project.

NOTIFICATION

- 01/12/2024 - Public Notice on Hill Country News
- 01/24/2024 - Mail Notification to Property Owners within 200'
- 01/24/2024 - Public Hearing Signage Posted on Property
- 02/08/2024 - Planning and Zoning Commission Public Hearing
- 03/07/2024 - City Council Public Hearing & First Reading of the Ordinance
- 03/21/2024 - City Council Second & Final Reading of the Ordinance

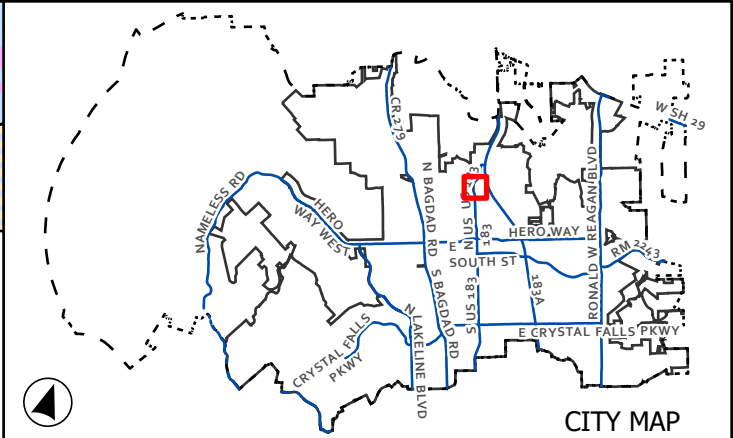
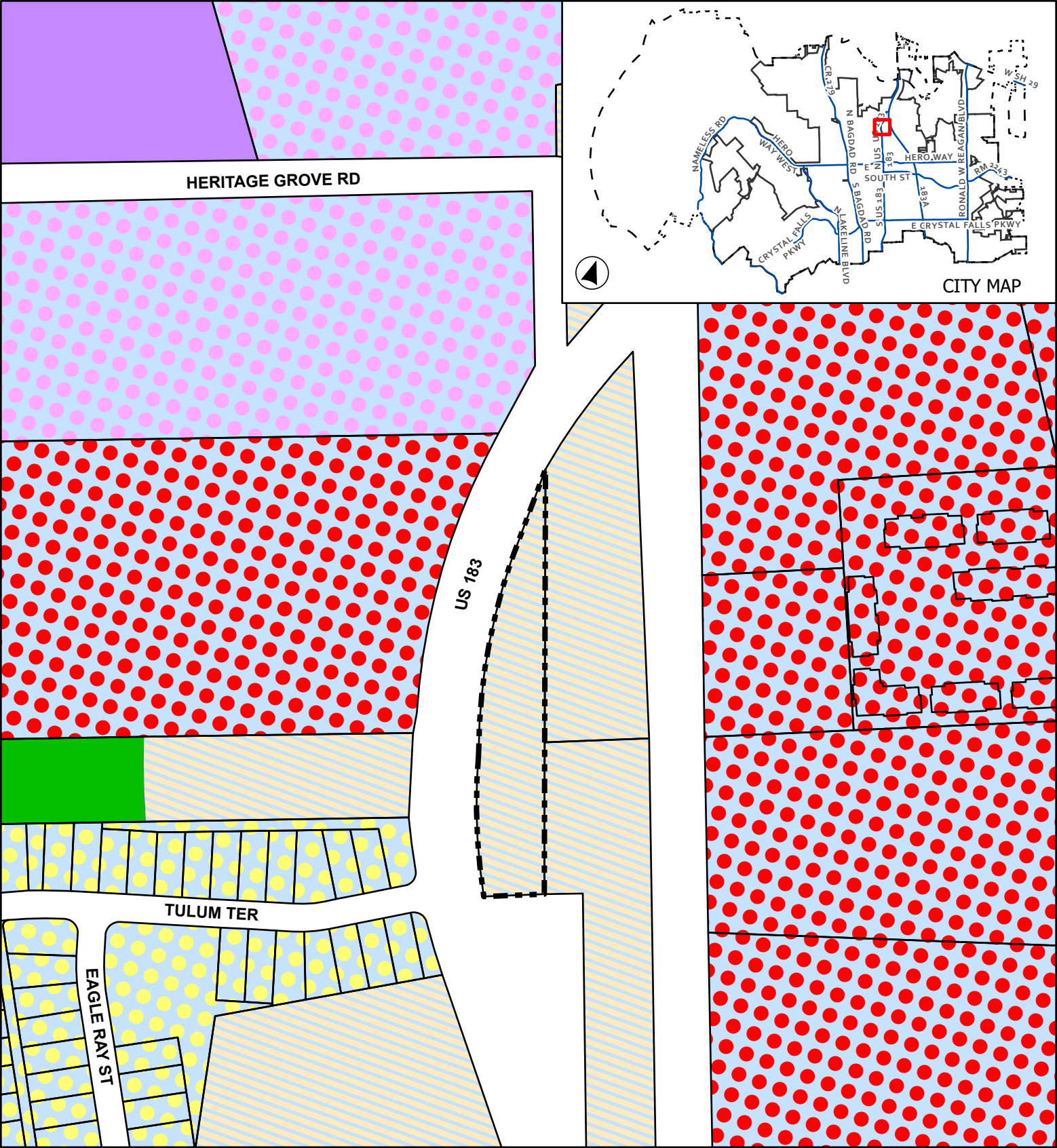
PUBLIC NOTIFICATION:

In addition to the notice mailed on behalf of the City to all property owners within 200', the agent reached out to all property owners of property zoned as single-family or any properties used as single-family uses within 500' as per Article X, Section 3 (d) of the Composite Zoning Ordinance. The agent conducted outreach by mailing adjacent property owners with a letter stating their intent and contact information. The agent received no responses from the adjacent property owners. No meeting was held, and no Homeowner's Association located within 500' were contacted.

Please see the full report from the applicant attached.

APPROVAL CRITERIA:

This zoning request is consistent with our Future Land Use Map designation of Multi-Use Corridor - Priority Corridor and the proposed development would be compatible with the surrounding land uses. This Planned Unit Development intends to establish the base zoning of GC-2-A (General Commercial) and reduces the front paving setback to 10 feet.



CASE: Z-23-0095

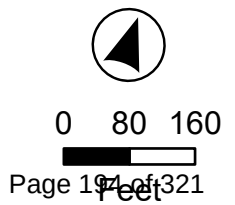
ATTACHMENT 2

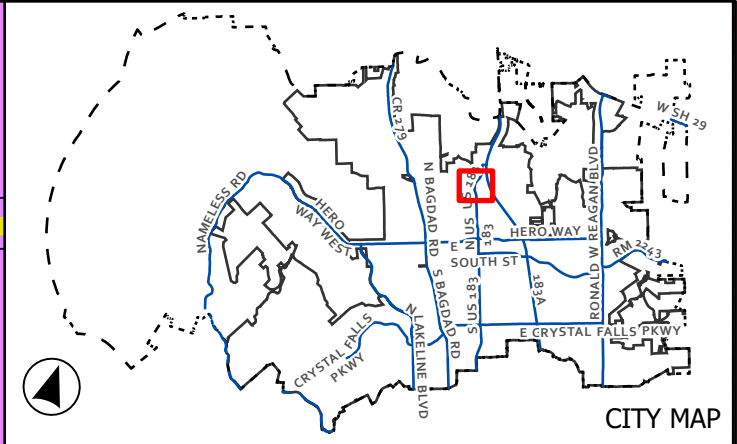
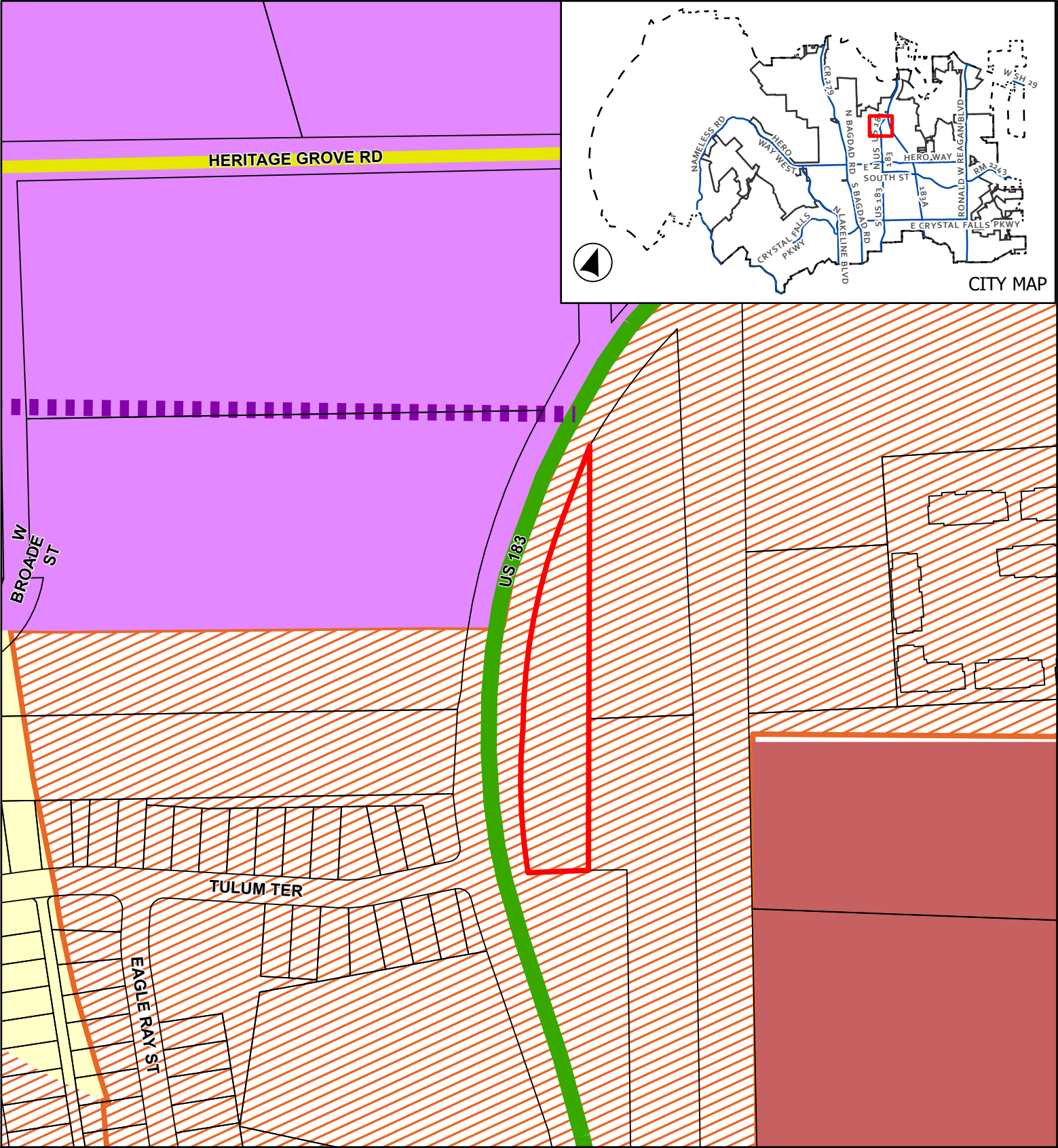
SPILLARS PROJECT
MINOR PUD

Current Zoning

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



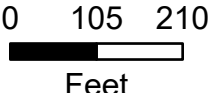


CASE: Z-23-0095

ATTACHMENT 3

SPILLARS PROJECT
MINOR PUD

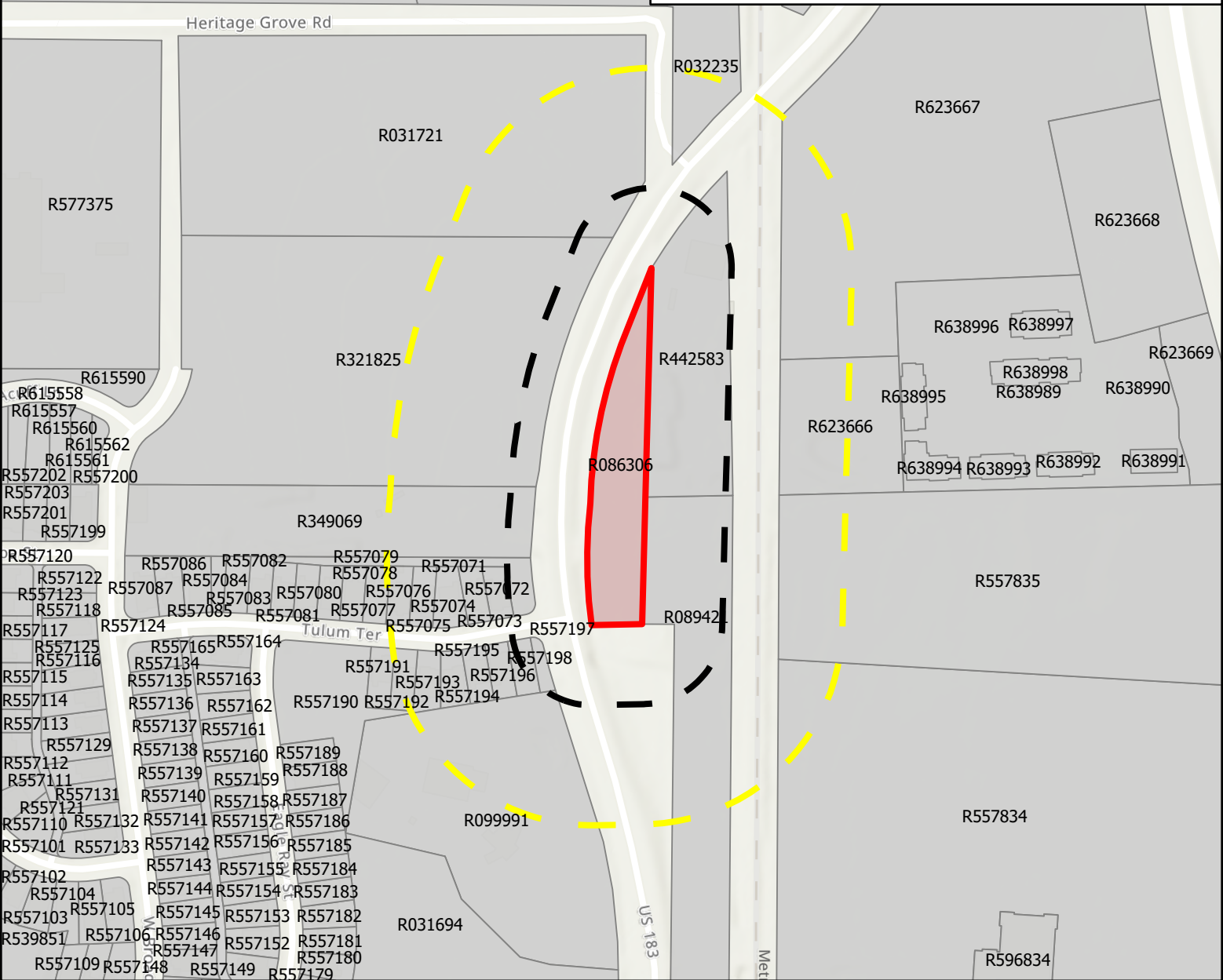
Future Land Use Map



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- Leander City Limits
- ETJ Boundary
- Subject Boundary
- Future Land Use
 - Neighborhood Residential
 - Multi-Use Corridor
 - Multi-Use Corridor - Priority Corridor

- Thoroughfare Plan
 - Arterial 6 Lane, Existing
 - Collector, Existing
 - Arterial 4 Lane, Proposed
- Neighborhood Center - Priority Corridor
- Employment Center
- Leander Central



**SPILLARS PROJECT
MINOR PUD**

CASE: Z-23-0095

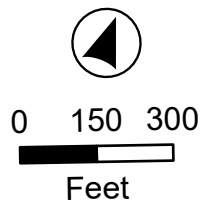
Public Notification

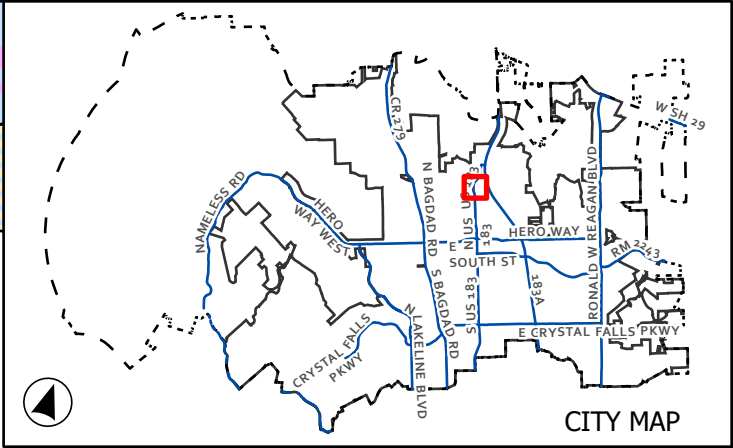
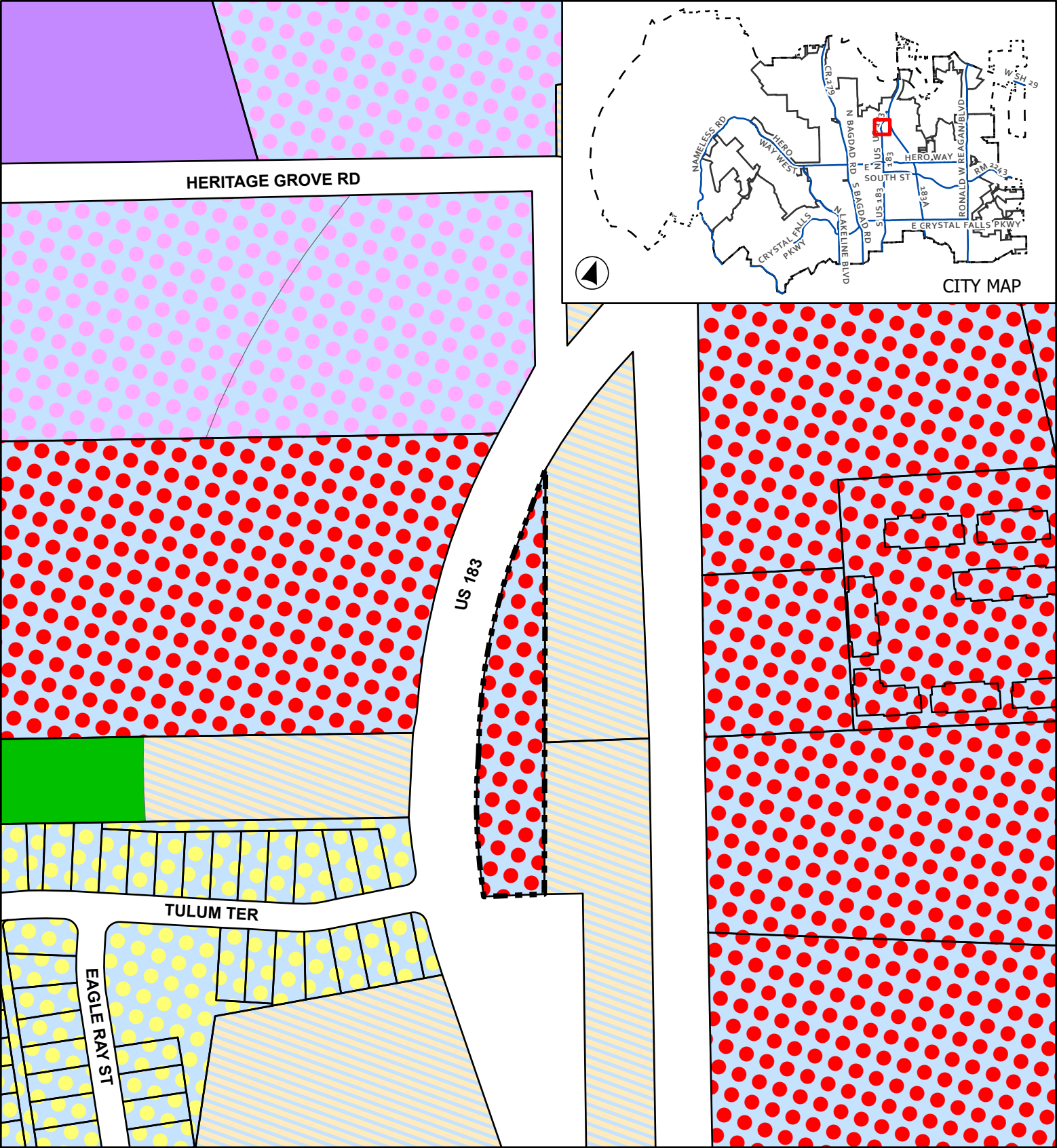
-  City Limits
 ETJ Boundary
 Subject Boundary

Notification Buffer

Page 196 of 321

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





CASE: Z-23-0095

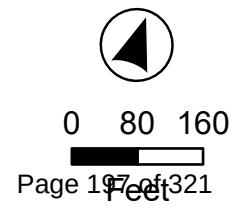
ATTACHMENT 5

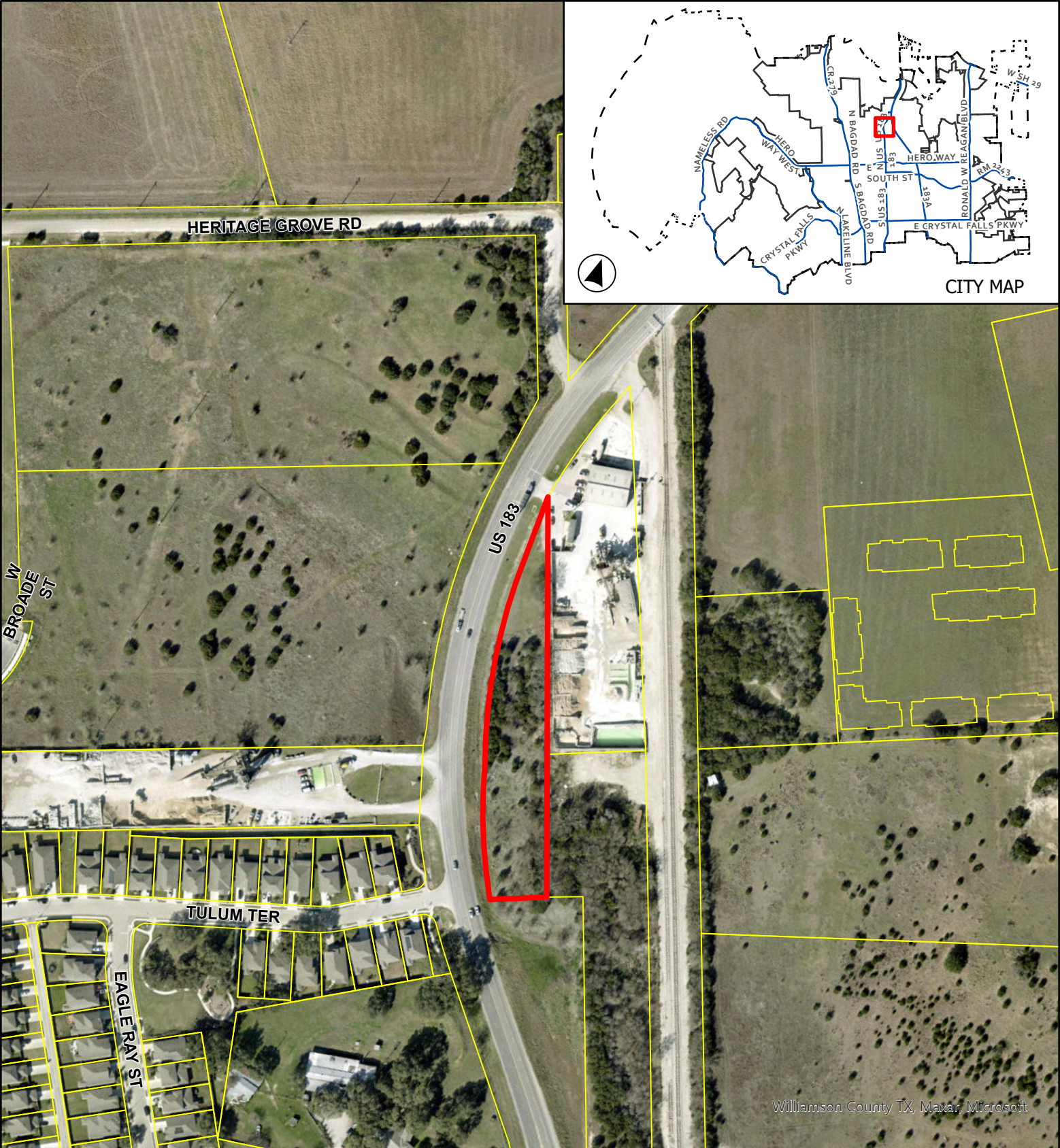
SPILLARS PROJECT
MINOR PUD

Proposed Zoning

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





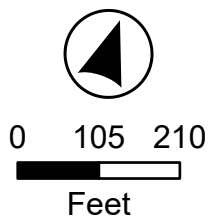
CASE: Z-23-0095

ATTACHMENT 6

SPILLARS PROJECT
MINOR PUD

Aerial Map

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Leander City Limits
 Subject Boundary

Exhibit A

Spillars Project Minor Planned Unit Development

A. Purpose and Intent

1. The Spillars Project PUD is comprised of approximately 1.57-acres, as shown in **Exhibit B**. The development of this property includes retails uses.

B. Applicability and Base Zoning

1. All aspects of 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 district has been selected from the Leander Composite Zoning Ordinance:

GC-2-A (General Commercial)

C. Development Standards

1. The front paving setback shall be reduced to ten (10') feet.

EXHIBIT B SPILLAR PROJECT FIELD NOTES

(THESE NOTES ARE ALSO PROVIDED ON THE SURVEY)

1.573 ACRES

LEGAL DESCRIPTION: BEING 1.573 ACRES OUT OF THE CHARLES COCHRAN SURVEY, ABSTRACT NO. 134 IN WILLIAMSON COUNTY, TEXAS AND BEING THAT CERTAIN 1.488 ACRE TRACT DESCRIBED IN #2020119313 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 1.573 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF CROSS TEXAS LAND SERVICES INC IN MARCH 2023:

BEGINNING AT A ½" IRON ROD WITH CAP FOUND IN THE EAST LINE OF U.S. HIGHWAY NO. 183 FOR THE NORTHWEST CORNER OF AN OLD ROADWAY AND THE NORTHEAST CORNER HEREOF AND FROM WHICH A X IN CONCRETE FOUND BEARS NORTH 07°42'21" EAST A DISTANCE OF 40.1 FEET;

THENCE SOUTH 20°08'06" EAST A DISTANCE OF 473.04 FEET ALONG THE WEST LINE OF SAID ROADWAY TO A 1/2" IRON ROD WITH CAP FOUND FOR THE NORTHWEST CORNER OF THAT CERTAIN 4.717 ACRE TRACT DESCRIBED IN DOC. #2020054349 OF SAID OFFICIAL PUBLIC RECORDS AND A CORNER HEREOF AND FROM WHICH A ½" IRON ROD WITH CAP FOUND BEARS NORTH 67°50'26" EAST A DISTANCE OF 18.66 FEET;

THENCE SOUTH 20°03'08" EAST A DISTANCE OF 272.33 FEET ALONG THE WEST LINE OF SAID 4.717 ACRE TRACT TO A 3/8" IRON ROD FOUND IN THE EAST LINE OF SAID HIGHWAY FOR A CORNER OF SAID 4.717 ACRE TRACT AND THE SOUTHEAST CORNER HEREOF AND FROM WHICH A 3/8" IRON ROD FOUND BEARS NORTH 24°40'50" WEST A DISTANCE OF 7.32 FEET AND A CONCRETE MONUMENT FOUND BEARS NORTH 69°01'28" EAST A DISTANCE OF 69.33 FEET;

THENCE ALONG THE EAST LINE OF SAID HIGHWAY, THE FOLLOWING 2 COURSES:

1. SOUTH 69°01'28" WEST A DISTANCE OF 96.17 FEET TO A ½" IRON ROD WITH CAP SET FOR THE SOUTHWEST CORNER HEREOF;
2. ALONG A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 767.67 FEET, WITH A RADIUS OF 1130.29 FEET, WITH A CHORD OF NORTH 12°46'04" WEST A DISTANCE OF 753.00 FEET TO THE **POINT OF BEGINNING** CONTAINING 1.573 ACRES MORE OR LESS, AND AS SHOWN HEREON.

Exhibit A

Spillars Project Minor Planned Unit Development

A. Purpose and Intent

1. The Spillars Project PUD is comprised of approximately 1.57-acres, as shown in **Exhibit B**. The development of this property includes retails uses.

B. Applicability and Base Zoning

1. All aspects of 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 district has been selected from the Leander Composite Zoning Ordinance:

GC-2-A (General Commercial)

C. C. Allowable / Prohibited Uses

1. The prohibited uses shall include the following:
 - i. Bar, nightclub
 - ii. Vape shop.

C.D. Development Standards

1. The front paving setback shall be reduced to ten (10') feet.



3708 SPICEWOOD SPRINGS ROAD, SUITE 200,
AUSTIN, TEXAS 78759
T 512 916 0041
SKBARCH.COM

9-29-2023 revised 12-11-2023

Letter of Intent for Zone Change request

Site: 1.57-acre property on the East Side of US 183 across from Tulum Terrace, North of San Gabriel, and south of Heritage Grove Road

This is the Spillars Property. (See survey with field notes attached)

We are requesting a change from CD to PUD GC-2-A (*General Commercial, Site Component 2, Architectural component A*)

The Owner wishes to construct an approximately 12,300 sf (total) 2 building, one story retail project on the site with approximately 70 parking spaces and associated drives sidewalks landscape as well as water quality and detention features. All to be in accordance with City of Leander Codes. (No special variances or permissions are anticipated)

The property is 1.57 acres as stated above and is generally flat. The longest property line is curved and parallels US 183.

Thank you for your consideration,

Sincerely,

A handwritten signature in dark ink, appearing to read 'Stuart M. Alderman', with a stylized, sweeping flourish at the end.

Stuart M. Alderman, AIA, NCARB
Principal
Texas Architect #8539

Email: salderman@skbarch.com
Cell phone : 512-699-8362

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.

Certified letter being mailed to each neighbor within 500' of the site on 10-2-2023. follow up will be continuous with additional scheduled meetings as required.

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.

properties within 500' . HOA will be informed when we have a contact

We were never able to discover an HOA contact. Notice would have been sent to two properties that had listed the subdivision as Owner

We have received no response of any kind to any letters sent. We could not confirm that an HOA exists.

We considered knocking on doors but since each neighbor received a letter we felt that would suffice and if anyone responded we would ask about any neighborhood group.

3. What concerns were raised during these communications?

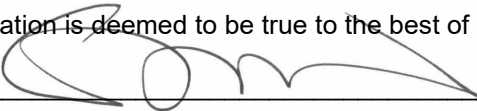
N/A

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

N/A

None.

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

Signature:  Date 10-17-2023



3708 SPICEWOOD SPRINGS ROAD, SUITE 200,
AUSTIN, TEXAS 78759
T 512 916 0041
SKBARCH.COM

9-29-2023

To neighbors of the 1.57 acre property on the East Side of US 183 across from Tulum Terrace, North of San Gabriel, and south of Heritage Grove Road

See map attached.

The Owner of this property wishes to pursue a Zone Change to develop a retail project. The proposed Zoning is GC (General Commercial) as a minor PUD

The Zone change is required because the property is currently zoned CD which does not allow any development at all until a Zone change that is in conformance with the Future Land use plan of the City of Leander is considered by the Planning Commission and City Council. This proposed zoning is in conformance with the categories accepted by the City at this time.

We invite you to communicate with either me (my information is below) or with the City Planning Department with questions about the proposed project and/or the process.

We will also set up a meeting (in person and/or as a video conference) which everyone will have the opportunity to attend.

See also the attached general information.

Please call or email me with questions or comments. (I will be on a vacation from Saturday September the 30th to Saturday October the 14th but will have access to email and will be able to receive phone messages. I will make time to call people back that have urgent questions.

The Zone change application is just being submitted now so it will take some time for the City to Review and have their own feedback.

Thank you for your consideration,

Sincerely,

A handwritten signature in dark ink, appearing to read 'Stuart M. Alderman', with a long horizontal line extending to the right.

Stuart M. Alderman, AIA, NCARB
Principal
Texas Architect #8539

Email: salderman@skbarch.com
Cell phone : 512-699-8362

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 SPILLARS PROJECT MINOR PUD (PLANNED UNIT DEVELOPMENT) WITH THE BASE ZONING DISTRICT OF GC-2-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 1.574 acres $\pm$; being more particularly described in Exhibit "B"; generally located to the east of the intersection of Tulum Terrace and US 183, Leander, Williamson County, Texas.; identified by Williamson Central Appraisal District tax identification number R086306; more particularly described in Instrument Number 2023048026; recorded in the Official Public Records of Williamson County, Texas.

SECTION 4. Property Rezoned. The Zoning Ordinance is hereby amended by creating the Spillars Project Minor PUD (Planned Unit Development) with the base zoning district of GC-2-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 7th day of March, 2024.

FINALLY PASSED AND APPROVED on this the 21st day of March, 2024.

ATTEST:

THE CITY OF LEANDER, TEXAS:

Dara Crabtree, City Secretary

Christine DeLisle, Mayor



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, February 8, 2024
Regular Meeting at 6:00 PM



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

**Place 5 – James Oliver, Vice Chair
Place 6 – Laura Lantrip, Chair
Place 7 – Scott Calame
Staff Liaison – Robin Griffin**

REGULAR MEETING

1. Call to Order. at 6:00 p.m.
2. Roll Call. All Commissioners were present except Commissioner Donnie Mahan.
3. Director's report to the Planning & Zoning Commission on action taken by City Council during the February 1, 2024 meeting.
4. Review of meeting protocol.
5. Public comments on items not listed in the agenda.

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

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

No one wished to speak.

CONSENT AGENDA: ACTION

6. Approval of Subdivision Case FP-23-0060 regarding Michelle Subdivision Final Plat on one (1) parcel of land approximately 9.342 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District parcel R031699; generally located at South Brook Drive and US 183, Leander, Williamson County, Texas.
7. Approval of minutes

Motion: To approve Consent Agenda Items 6 & 7.

By: Commissioner John Cosgrove

Seconded: Vice Chair James Oliver

Yes: John Cosgrove, Ron May, Deirdre Moss, James Oliver, Laura Lantrip, Scott Calame

No: None

Abstain: None

PUBLIC HEARING: ACTION

8. Conduct a Public Hearing and consider action regarding Zoning Case Z-23-0095 to amend the current zoning of TOD/PUD-CD (Transit Oriented Development/ Planning Unit Development – Conventional Development Sector) to adopt the Spillars Project Minor PUD (Planned Unit Development) with the base zoning district of GC-2-A (General Commercial) on one (1) parcel of land approximately 1.574 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R086306; and located to the east of the intersection of Tulum Terrace and US 183, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-23-0095 as described above.

Frank Stiles had questions and concerns about placement of entrances and exits.

Motion: To approve the Spillars Project Minor PUD

By: Vice Chair James Oliver

Seconded: Commissioner John Cosgrove

Yes: John Cosgrove, Ron May, Deirdre Moss, James Oliver, Laura Lantrip

No: Scott Calame

Abstain: None

The Planning and Zoning Commission recommended approval of the request with the condition that bars/night clubs and vape shops are added as prohibited uses during the February 8, 2024 meeting with a 5 to 1 vote (Commissioner Scott Calame opposing).

9. Conduct a Public Hearing and consider action regarding Zoning Case Z-23-0099 to amend the current zoning of Hill Country Bible PUD (Planning Unit Development) with the base zoning district of SFS-3-A (Single-Family Rural) to change the base zoning district to LC-2-A (Local Commercial) on two (2) parcels of land approximately 19 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R647584 and R647585; and more commonly known as 589 W San Gabriel Pkwy, Leander, Williamson County, Texas. Applicant/Agent: Southwest Land Services, Inc (David Singleton) on behalf of Hill Country Bible Church (William Conor O'Hearn).

- Discuss and consider action regarding Zoning Case Z-23-0099 as described above.

No one spoke in favor or opposition of the request.

Motion: To approve the Hill Country Bible PUD

By: Commissioner Ron May

Seconded: Vice Chair James Oliver

Yes: John Cosgrove, Ron May, Deidre Moss, James Oliver, Laura Lantrip, Scott Calame

No: None

Abstain: None

REGULAR AGENDA

10. Discussion regarding the Comprehensive Plan Implementation Schedule and Old Town Master Plan Implementation, and consider action on recommendations from the Planning & Zoning Commission for the FY 2024/2025 City Budget and CIP Plan.
Motion: To postpone action to the next Planning and Zoning meeting on February 22, 2024 to allow Commissioners time to review the implementation plan.
By: Commissioner John Cosgrove
Seconded: Commissioner Ron May

Yes: John Cosgrove, Ron May, Deidre Moss, James Oliver, Laura Langrip, Scott Calama
No: None
Abstain: None

11. Adjournment at 6:44 p.m.

APPROVED

CHAIRMAN

ATTEST:

PLANNING SECRETARY



EXECUTIVE SUMMARY
3/7/2024

AGENDA SUBJECT:

Conduct a Public Hearing regarding Zoning Case Z-23-0099 to amend the current zoning of Hill Country Bible PUD (Planning Unit Development) with the base zoning district of SFS-3-A (Single-Family Rural) to change the base zoning district to LC-2-A (Local Commercial) on two (2) parcels of land approximately 19 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R647584 and R647585; and more commonly known as 589 W. San Gabriel Parkway, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-23-0099 as described above.

BACKGROUND:

This request is the second step in the zoning process.

HISTORY/TIMELINE:

09/22/2005 TOD/PUD approved
11/05/2015 Hill Country Bible PUD approved
02/08/2024 Planning & Zoning Commission, 1st Public Hearing

APPLICANT/AGENT:

Southwest Land Services, Inc (David Singleton) on behalf of on behalf of Hill Country Bible Church (William Conor O'hearn)

RECOMMENDATION:

Staff recommends approval of the zone change. The Planning & Zoning Commission recommended approval during the February 8, 2024 meeting.

PRESENTER:

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

Fiscal Impact

N/A

Attachments:

1. Planning Analysis - Hill Country Bible Major Amendment
2. Current Zoning - Hill County Bible PUD

3. FLU - Hill County Bible PUD
4. Public Notification - Hill County Bible PUD
5. Proposed Zoning - Hill County Bible PUD
6. Aerial Map - Hill County Bible PUD
7. PUD Notes - Hill Country Bible Church
8. Letter of Intent - Hill Country Bible Church
9. Neighborhood Outreach Summary - Hill Country Bible Church
10. Hill Country Bible Minor PUD Ordinance
11. 02-08-2024 P & Z Minutes



PLANNING ANALYSIS

ZONING CASE Z-23-0099 HILL COUNTRY BIBLE PUD MAJOR AMENDMENT

GENERAL INFORMATION

Owner/Agent: William Conor O'hearn on behalf of Hill Country Bible Church.

Current Zoning: Hill Country Bible PUD (Planned Unit Development) with a base zoning district of: SFR-3-A (Single-Family Rural)

Proposed Zoning: Hill Country Bible PUD (Planned Unit Development) with a base zoning district of: LC-2-A (Local Commercial).

Size and Location: The property is located northwest of San Garbiel Parkway and Mustang Brook Lane, including approximately 19 acres.

Staff Contact: Karina L. Castillo, AICP
Planning Manager

APPLICANT REQUEST

The applicant has submitted a request to change the designated zoning district of their property in order to change the base zoning from SFR-3-A (Single-Family Rural) to LC-2-A (Local Commercial).

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

The Hill Country Bible PUD was approved with a base zoning of SRF-3-A (Single-Family Rural) with the intention of developing a church and its related uses. Lot 1 has been developed with the church use while Lot 2 remains vacant. This proposal includes changing the base zoning to LC-2-A (Local Commercial) to allow for flexibility on the uses that are permitted.

SITE INFORMATION:

ABUTTING ZONING AND LAND USE:

	ZONING	LAND USE
NORTH	PUD-SF	Reserve at North Fork Single-Family Subdivision
EAST	PUD-SF, LC	Enclave at Maya Vista Single-Family Subdivision, Vacant

SOUTH	PUD-SF	Oak Creek Single-Family Subdivision
WEST	LC	Vacant

SURROUNDING AREA:

This property is located North of San Gabriel Parkway and the Oak Creek Subdivision. Reserve at North Fork is located to the north and Enclave at Maya Vista is located to the east of the site.

PHYSICAL AND NATURAL FEATURES:

This property has been developed in compliance with City of Leander standards.

PROPERTY HISTORY:

This property annexed into the City of Leander on 08/08/2005.

PREVIOUS ZONING CASES:

The following zone cases were previously submitted for this property:

- 05-Z-006 approved a zone change to PUD/TOD-CD (Conventional Development) on 09/22/2005.
- 15-TOD-Z-022 requested a zone change from PUD/TOD to PUD-SF and was approved on 11/05/2015.

MAJOR CORRIDORS:

This property has access onto San Gabriel Parkway.

TRANSPORTATION PLAN REQUIREMENTS:

No new roads are proposed on this site.

The table below includes the 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
San Gabriel Parkway	Arterial	Commercial	126' ROW 6 lanes 10' sidewalk

SUBDIVISIONS:

The following subdivision cases were previously submitted for this property:

- FP-22-0023 was recorded on 03/14/2023.
- 20-AFP-006 was recorded on 01/19/2021.
- 19-TOD-FP-022 was recorded on 06/18/2020.
- 19-TOD-PICP-036 & 19-TOD-SD-026 were approved on 04/08/2020.
- 20-TOD-PP-005 was approved on 03/27/2020.
- 19-TOD-PP-004 was approved on 08/08/2019.
- 19-CP-002 was approved on 04/18/2019.

EXISTING UTILITIES:

This property has access to water along San Gabriel Parkway as shown in Figure 1. Wastewater was installed in Lot 1, connecting from Mustang Brook Lane and Acuff Lane as shown in Figure 2.



Figure 1 – Water System



Figure 2 – Wastewater System

CURRENT LAND USES:

A portion of this property is currently being used as a church.

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

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

Intent: Development of small scale, limited impact commercial, retail, personal services and office uses located in close proximity to their primary customers, which cater to the everyday needs of the nearby residents, and which may be located near residential neighborhoods. Access should be provided by a collector or higher classification street.

SITE COMPONENT**TYPE 2:**

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

Intent:

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

ARCHITECTURAL COMPONENT**TYPE A:**

Features: 5 or more architectural features.

Intent:

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

COMPREHENSIVE PLAN:

Applicable Comprehensive Plan goal statements

- Strategy 1.1: 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.

NEIGHBORHOOD RESIDENTIAL

- The Neighborhood Residential land use category is intended to be developed primarily as new single-family detached residential subdivisions with associated amenities, such as parks, trails, open space areas, and elementary schools. These areas are intended to have a mix of suburban and auto-oriented development character which are primarily found in the form of detached residential lots.

Architectural styles, building height and massing are relatively uniform in this type of land use. Most streets are considered to be local and low-volume with curb and gutter, sidewalks, consistent speeds and highly accessible driveways. Strategically located parks are essential and in some cases a school or other institutional use are integrated or in close proximity.

Some neighborhood-serving retail and office uses are permitted in these areas with highly-restrictive use, site and design requirements. These type of uses are residential in scale and architectural design and are walkable in nature, though auto-serving. These uses are not shown on the Future Land Use Map as commercial and are supported when integrated into a development with appropriate site and zoning compatibility considerations.

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 not necessary for this submittal.

NOTIFICATION

01/18/2024 - Public Notice on Hill Country News
 01/24/2024 - Mail Notification to Property Owners within 200'
 01/24/2024 - Public Hearing Signage Posted on Property
 02/08/2024 - Planning and Zoning Commission Public Hearing
 03/07/2024 - City Council Public Hearing & First Reading of the Ordinance
 03/21/2024 - City Council Second & Final Reading of the Ordinance

PUBLIC NOTIFICATION:

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

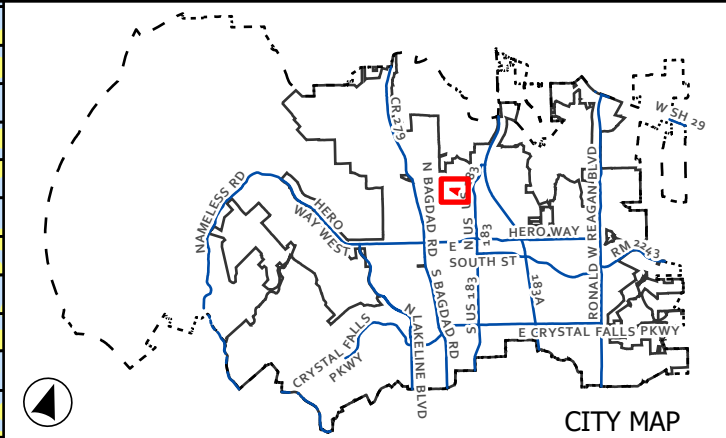
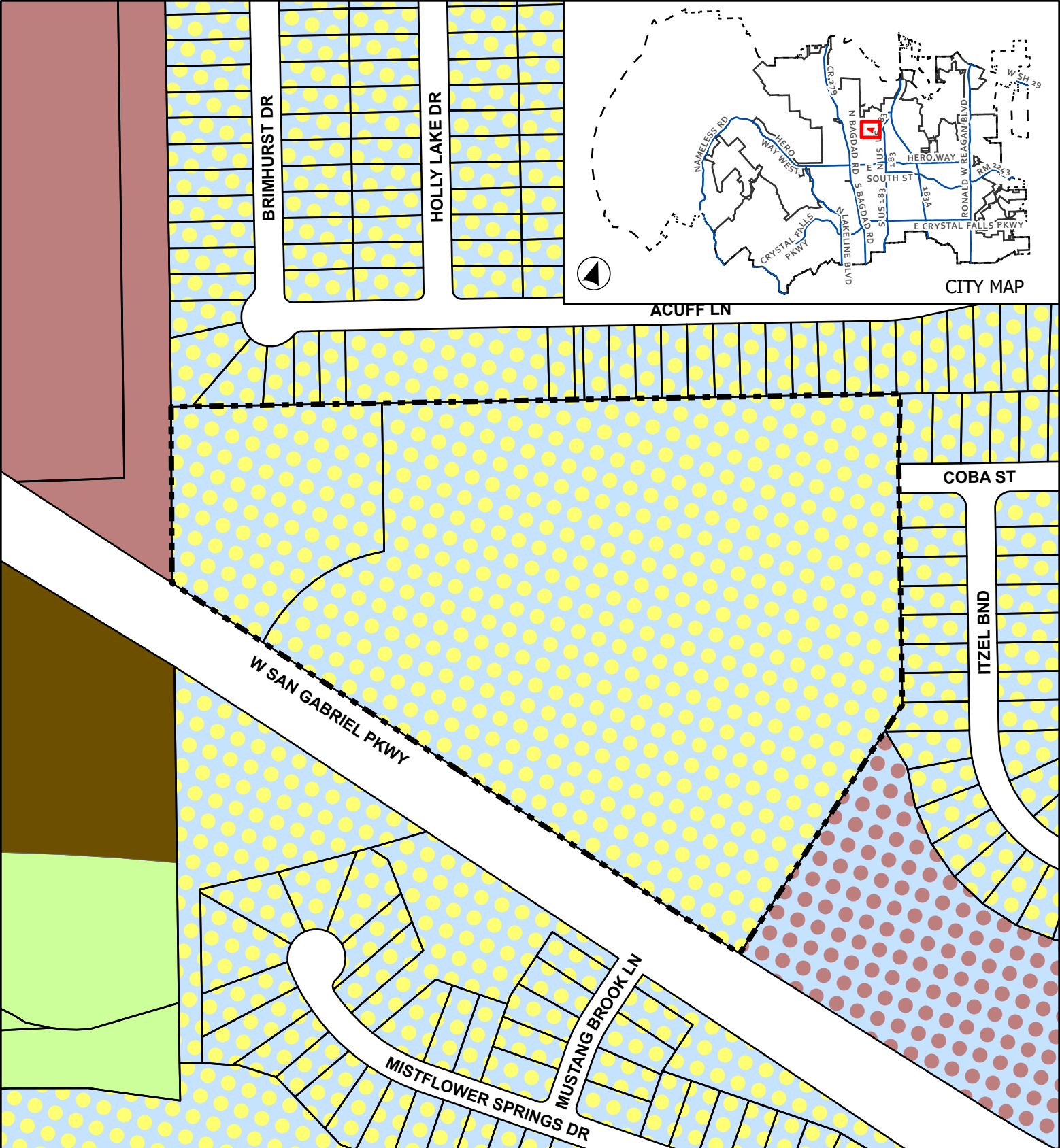
A letter was mailed to all the property owners within 500' of the site, which included contact information and the option for a zoom virtual meeting. No concerns were discussed during the subsequent communications.

Please see the full report from the applicant attached.

APPROVAL CRITERIA:

The proposal to change the base zoning district aligns with the City of Leander Comprehensive Plan and the intent statements of the Composite Zoning Ordinance. Staff recommends approval of the Major Amendment of the Hill County Bible PUD.

This Planned Unit Development includes allowing a church campus in addition to all uses permitted in the LC use component.

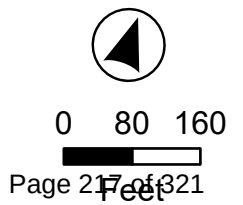


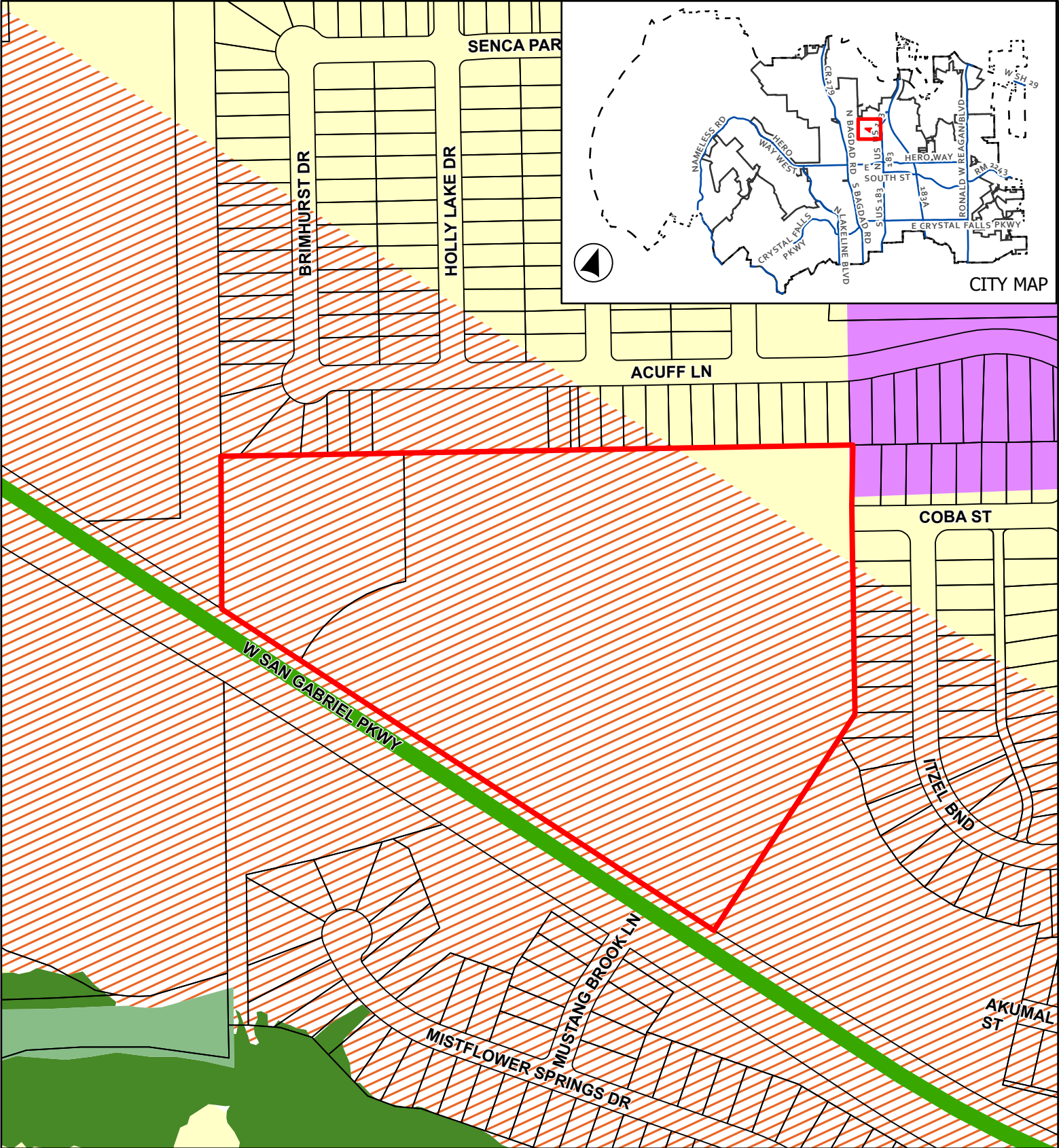
CASE: Z-23-0099 ATTACHMENT 2 HILL COUNTY BIBLE MAJOR AMENDMENT PUD

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
- Extra-Territorial Jurisdiction
- Subject Boundary
- SFU - Single-Family Urban
- MF - Multi-Family
- LC - Local Commercial
- HC - Heavy Commercial
- PUD - Single-Family
- PUD - Local Commercial





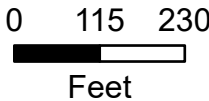
CASE: Z-23-0099

ATTACHMENT 3

HILL COUNTY BIBLE
MAJOR AMENDMENT 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
- ETJ Boundary
- Subject Boundary

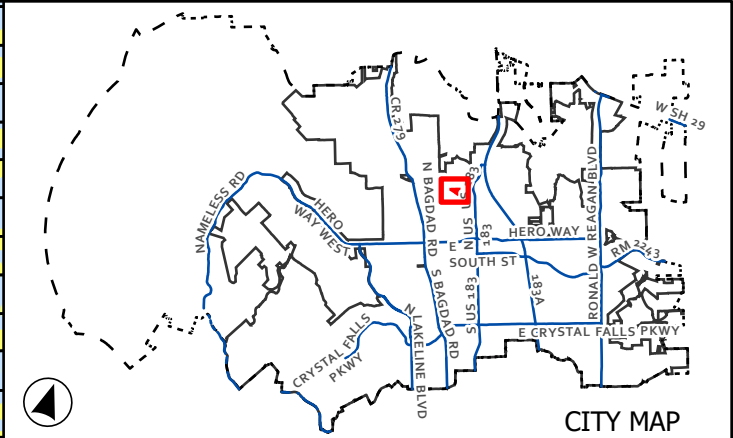
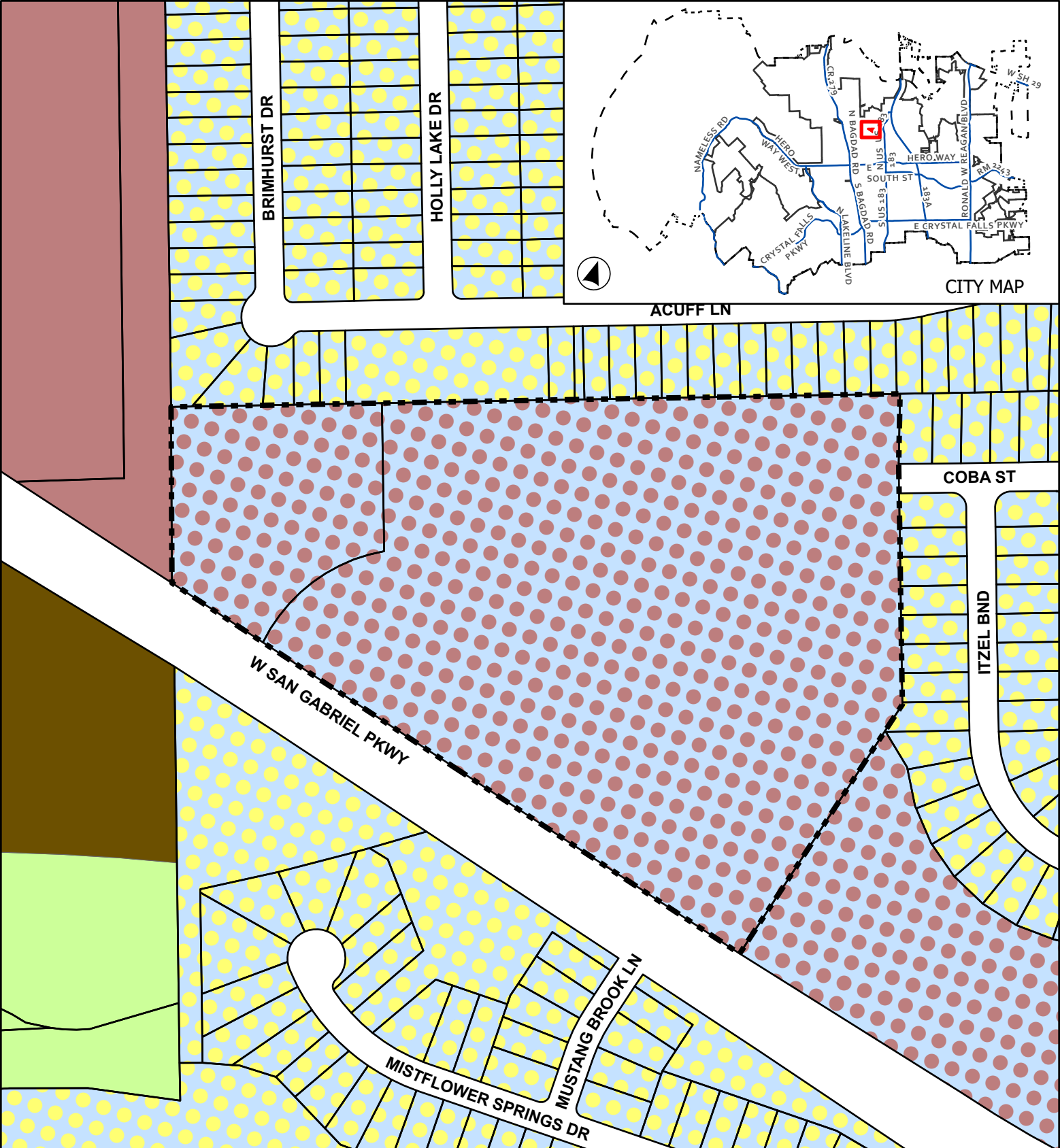
Future Land Use

- Neighborhood Residential
- Multi-Use Corridor

- Employment Center
- Greenway
- Parks and Preserves

Thoroughfare Plan

- Arterial 6 Lane, Existing



CASE: Z-23-0099

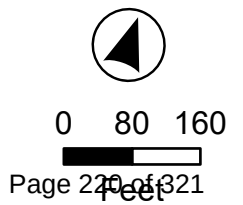
ATTACHMENT 5

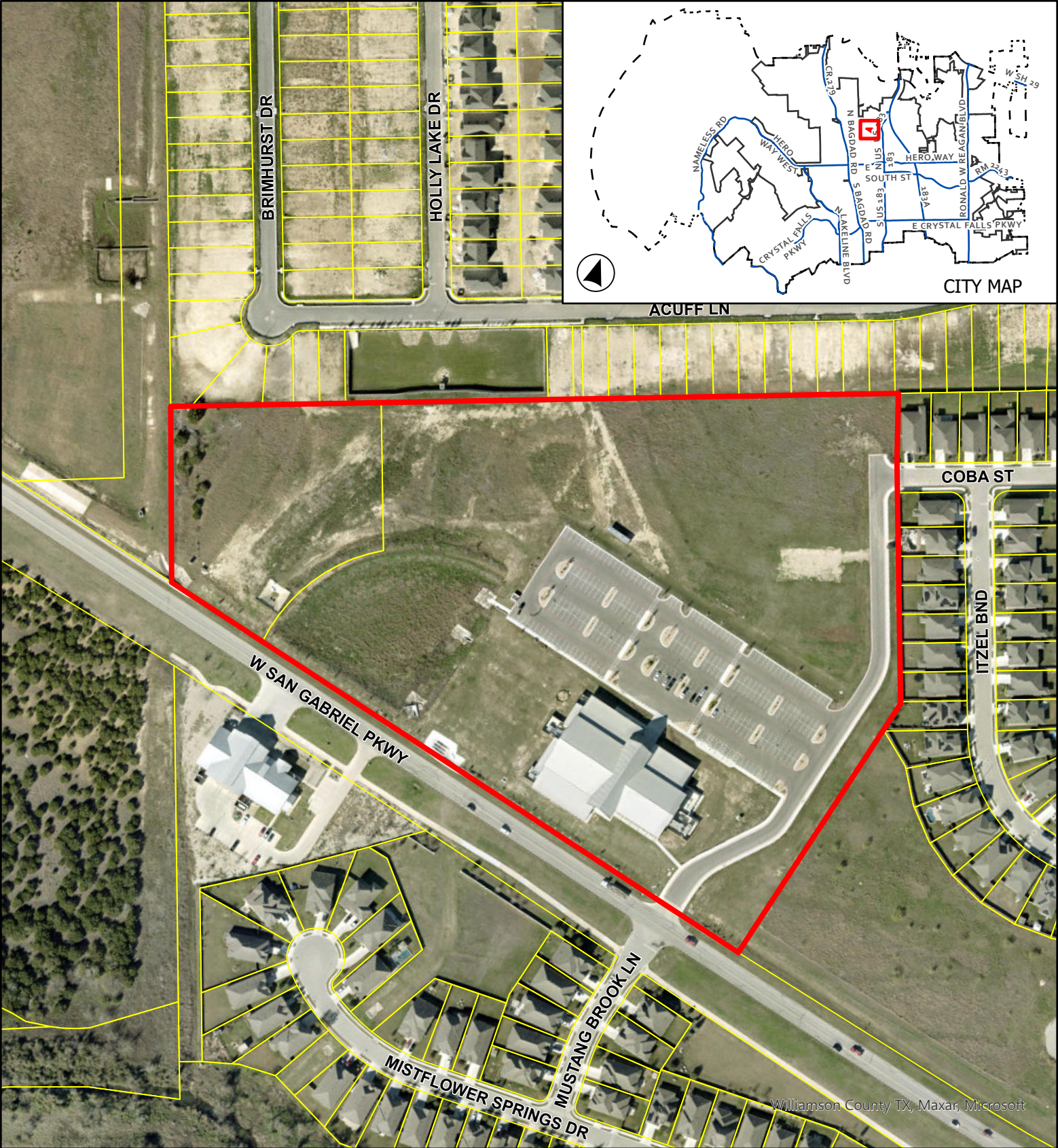
HILL COUNTY BIBLE
MAJOR AMENDMENT PUD

Proposed Zoning

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- Leander City Limits
- Extra-Territorial Jurisdiction
- Subject Boundary
- SFU - Single-Family Urban
- MF - Multi-Family
- LC - Local Commercial
- HC - Heavy Commercial
- PUD - Single-Family
- PUD - Local Commercial





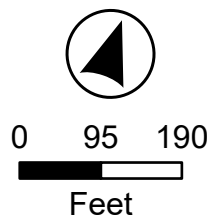
CASE: Z-23-0099

ATTACHMENT 6

HILL COUNTY BIBLE
MAJOR AMENDMENT PUD

Aerial Map

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Leander City Limits
 Subject Boundary

EXHIBIT A

Hill Country Bible Church Planned Unit Development Amendment #1

A. Purpose and Intent

1. The Hill Country Bible Church PUD Amendment #1 is comprised of approximately 19 acres, as shown in **Exhibit B**. The proposed development of this property includes a church campus and local commercial development.

B. Applicability and Base Zoning

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

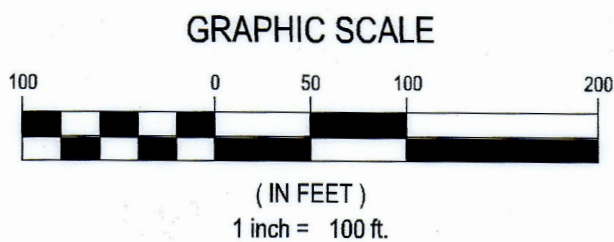
LC-2-A (Local Commercial)

C. Allowable / Prohibited Uses

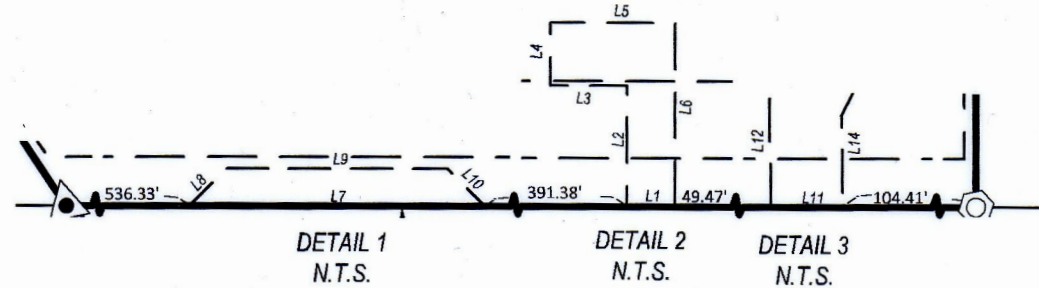
1. The allowable uses shall include a church campus as well as all uses permitted in the LC use component.

EXHIBIT B

HILL COUNTRY BIBLE CHURCH
LEANDER - REPLAT

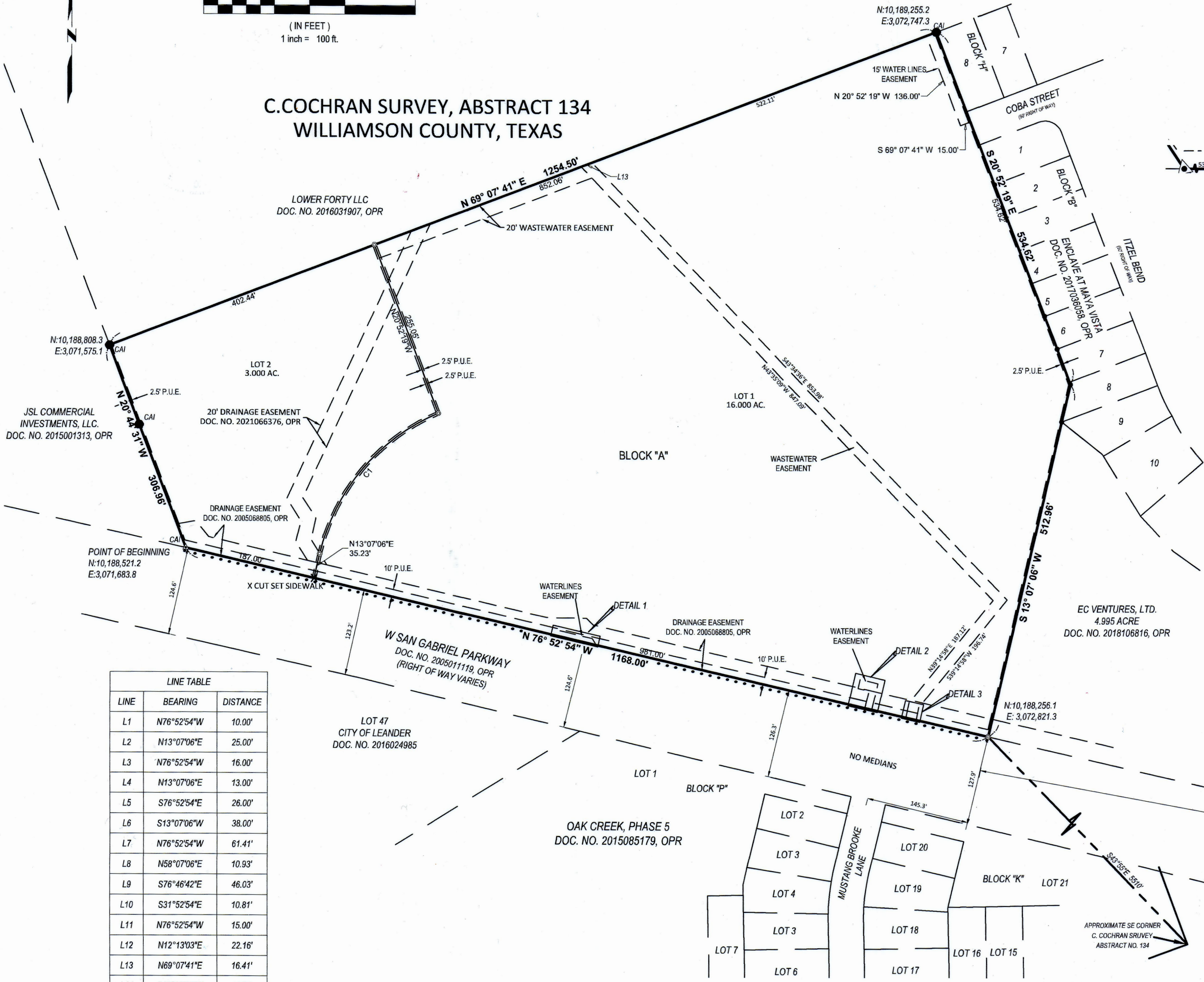


C.COCHRAN SURVEY, ABSTRACT 134
WILLIAMSON COUNTY, TEXAS



LEGEND

- 1/2" IRON ROD WITH PLASTIC CAP STAMPED "MIGUEL A ESCOBAR, RPLS 5630"
- STEEL NAIL WITH ALUMINUM WASHER STAMPED "CUNNINGHAM-ALLEN INC" FOUND
- 1/2" IRON ROD FOUND
- PR PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
- OPR OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- P.U.E. PUBLIC UTILITY LANDSCAPE AND PEDESTRIAN EASEMENT
- D.E. DRAINAGE EASEMENT
- W.W.E. WASTEWATER EASEMENT
- PROPOSED SIDEWALK
- CAI "CUNNINGHAM-ALLEN, INC."



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N76°52'54"W	10.00'
L2	N13°07'06"E	25.00'
L3	N76°52'54"W	16.00'
L4	N13°07'06"E	13.00'
L5	S76°52'54"E	26.00'
L6	S13°07'06"W	38.00'
L7	N76°52'54"W	61.41'
L8	N58°07'06"E	10.93'
L9	S76°46'42"E	46.03'
L10	S31°52'54"E	10.81'
L11	N76°52'54"W	15.00'
L12	N12°13'03"E	22.16'
L13	N69°07'41"E	16.41'
L14	S12°13'03"W	18.79'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG.	CHORD
C1	289.06'	271.29'	53°46'24"	N40°00'18"E	261.44'

BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (NAD 83 (2011)). ALL DISTANCES AND COORDINATES WERE ADJUSTED TO THE SURFACE USING A SURFACE ADJUSTMENT FACTOR OF 1.000134071066.

ALL COORDINATES NOTED ON THIS PLAT ARE STATE PLANE NAD 83, CENTRAL ZONE.



01/09/2023

SUBMITTAL DATE: 10-18-2022

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD, STE. 103
ROUND ROCK, TX 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

October 31, 2023

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

RE: Hill Country Bible Church
W. San Gabriel PKWY
Major Amendment to an
existing PUD request

Ms. Griffin,

On behalf of Hill County Bible Church (d/b/a North Way Church), we are submitting the enclosed Major Amendment to an existing PUD Application to rezone a portion of the 19.0 acre referenced property from PUD SFR-3-A Base Zoning to PUD with LC-2-A Base Zoning for the 3.0 acre on the west end of the tract.

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

The initial zoning assigned to the property was PUD in the TODD and amended in 2015 to PUD with an underlying base zoning designation of SFR-3-A. Rezoning the tract will bring the tract more into alignment with the Future Land Use designation as assigned by the City on its Comprehensive Plan. Further, rezoning the tract will afford the Owners the opportunity to create appropriate commercial opportunities compatible with the existing church use on the site.

The site is relatively flat with slopes of 2% or less.

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

Sincerely,

A handwritten signature in black ink, appearing to read 'd. singleton', with a stylized flourish at the end.

David Singleton

SOUTHWEST
LAND SERVICES, INC.

December 18, 2023

Re: North Way Bible Church
689 W. Sean Gabriel Parkway
Proposed Zoning Case

Dear Neighbor,

The purpose of this letter is to notify you of a proposed zoning change in your area. I represent North Way Bible Church, the owners of approximately 3 acres located at 689 W. San Gabriel Parkway. The church is proposing to amend the existing PUD to allow LC-2-A base zoning on the 3 acres at the westernmost edge of the master tract (approximately 19 acres).

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

We are mindful of the recent increase of COVID cases and some may not be comfortable at an in-person meeting, so we are scheduling a Zoom meeting for January 4th, 2024 at 7:00 p.m. Please feel free to call, text or email with questions or concerns, or contact our office for the Zoom call login information.

If you would like to discuss this project in greater detail or ask any questions related to this submittal to the City of Leander, please contact me by phone at 512-259-9000 or by email at southwestland@gmail.com. So that we can appropriately represent communications back to the City, please contact us no later than January 4th, 2024.

Sincerely,

David Singleton

Mailing address: P.O. Box 984 Leander Texas 78646-0984
Delivery address: 105 Paloma Point, Georgetown Texas 78628
southwestland@gmail.com 512.259.9000

APPLICANT'S SUMMARY OF NEIGHBORHOOD COMMUNICATIONS

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

The attached letter was mailed to all of the appropriate property Owners. Three people (Clara Montez, Hayden Dixon and LaDonna Lewis) reached out for more information.

The call-in information for the proposed Zoom call was provided to all three.

David had telephone conversations with Clara Montez and Hayden Dixon explaining the proposed zoning.

Zoom calls were held with Clara Montez and subsequently with LaDonna Lewis.

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.

All property Owners within 500' of the 19-acre tract were notified via letter.

3. What concerns were raised during these communications?

No concerns - just questions about what is being proposed.

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

No changes were requested or proposed.

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

Signature: _____



Date **1/4/23**

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY AMENDING THE HILL COUNTRY BIBLE PUD (PLANNED UNIT DEVELOPMENT) BY CHANGING THE BASE ZONING DISTRICT TO 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 19 acres ±; being more particularly described in Exhibit "B"; legally described as Lots 1 & 2, Block A, Hill Country Bible Church Leander Replat; addressed as 589 W San Gabriel Pkwy; identified by Williamson Central Appraisal District tax identification numbers R647584 and R647585; more particularly described in Instrument Number 2013018966; recorded in the Official Public Records of Williamson County, Texas.

SECTION 4. Property Rezoned. The Zoning Ordinance is hereby amended by amending the Hill Country Bible Minor PUD (Planned Unit Development) to change the base zoning district to 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 7th day of March, 2024.

FINALLY PASSED AND APPROVED on this the 21st day of March, 2024.

ATTEST:

THE CITY OF LEANDER, TEXAS:

Dara Crabtree, City Secretary

Christine DeLisle, Mayor



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, February 8, 2024
Regular Meeting at 6:00 PM



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

**Place 5 – James Oliver, Vice Chair
Place 6 – Laura Lantrip, Chair
Place 7 – Scott Calame
Staff Liaison – Robin Griffin**

REGULAR MEETING

1. Call to Order. at 6:00 p.m.
2. Roll Call. All Commissioners were present except Commissioner Donnie Mahan.
3. Director's report to the Planning & Zoning Commission on action taken by City Council during the February 1, 2024 meeting.
4. Review of meeting protocol.
5. Public comments on items not listed in the agenda.

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

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

No one wished to speak.

CONSENT AGENDA: ACTION

6. Approval of Subdivision Case FP-23-0060 regarding Michelle Subdivision Final Plat on one (1) parcel of land approximately 9.342 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District parcel R031699; generally located at South Brook Drive and US 183, Leander, Williamson County, Texas.
7. Approval of minutes

Motion: To approve Consent Agenda Items 6 & 7.

By: Commissioner John Cosgrove

Seconded: Vice Chair James Oliver

Yes: John Cosgrove, Ron May, Deirdre Moss, James Oliver, Laura Lantrip, Scott Calame

No: None

Abstain: None

PUBLIC HEARING: ACTION

8. Conduct a Public Hearing and consider action regarding Zoning Case Z-23-0095 to amend the current zoning of TOD/PUD-CD (Transit Oriented Development/ Planning Unit Development – Conventional Development Sector) to adopt the Spillars Project Minor PUD (Planned Unit Development) with the base zoning district of GC-2-A (General Commercial) on one (1) parcel of land approximately 1.574 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R086306; and located to the east of the intersection of Tulum Terrace and US 183, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-23-0095 as described above.

Frank Stiles had questions and concerns about placement of entrances and exits.

Motion: To approve the Spillars Project Minor PUD

By: Vice Chair James Oliver

Seconded: Commissioner John Cosgrove

Yes: John Cosgrove, Ron May, Deirdre Moss, James Oliver, Laura Lantrip

No: Scott Calame

Abstain: None

The Planning and Zoning Commission recommended approval of the request with the condition that bars/night clubs and vape shops are added as prohibited uses during the February 8, 2024 meeting with a 5 to 1 vote (Commissioner Scott Calame opposing).

9. Conduct a Public Hearing and consider action regarding Zoning Case Z-23-0099 to amend the current zoning of Hill Country Bible PUD (Planning Unit Development) with the base zoning district of SFS-3-A (Single-Family Rural) to change the base zoning district to LC-2-A (Local Commercial) on two (2) parcels of land approximately 19 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R647584 and R647585; and more commonly known as 589 W San Gabriel Pkwy, Leander, Williamson County, Texas. Applicant/Agent: Southwest Land Services, Inc (David Singleton) on behalf of Hill Country Bible Church (William Conor O'Hearn).

- Discuss and consider action regarding Zoning Case Z-23-0099 as described above.

No one spoke in favor or opposition of the request.

Motion: To approve the Hill Country Bible PUD

By: Commissioner Ron May

Seconded: Vice Chair James Oliver

Yes: John Cosgrove, Ron May, Deidre Moss, James Oliver, Laura Lantrip, Scott Calame

No: None

Abstain: None

REGULAR AGENDA

10. Discussion regarding the Comprehensive Plan Implementation Schedule and Old Town Master Plan Implementation, and consider action on recommendations from the Planning & Zoning Commission for the FY 2024/2025 City Budget and CIP Plan.
Motion: To postpone action to the next Planning and Zoning meeting on February 22, 2024 to allow Commissioners time to review the implementation plan.
By: Commissioner John Cosgrove
Seconded: Commissioner Ron May

Yes: John Cosgrove, Ron May, Deidre Moss, James Oliver, Laura Langrip, Scott Calama
No: None
Abstain: None

11. Adjournment at 6:44 p.m.

APPROVED

CHAIRMAN

ATTEST:

PLANNING SECRETARY



EXECUTIVE SUMMARY
3/7/2024

AGENDA SUBJECT:

Conduct a Public Hearing regarding Comprehensive Plan Case CPA-24-0011 to update the Water Masterplan; Leander, Williamson and Travis Counties, Texas.

- Discuss and consider action regarding Comprehensive Plan Case CPA-24-0011 as described above.

BACKGROUND:

In September 2018, K Friese & Associates, Inc had completed a city-wide Water Masterplan study which is currently available under Appendix G of City's 2020 Comprehensive Plan. The original study included water demand projections within Leander's water service area for five (5)-, ten (10)- and twenty (20)- year planning horizons. The study identified and prioritized various water projects to be completed by 2020, 2025 and 2035 based on the demand projections.

In July 2023, the above Water Masterplan was updated with new demand projections based on the current existing infrastructures and new growth data. This study was completed by K Friese & Associates, Inc and included identifying and prioritizing projects for five (5)-, ten (10)- and twenty (20)- year horizons reaching the full buildout expected to be in 2040. The study was named 20-Year Water Capital Improvement Plan which serves as an update to Appendix G Water Masterplan.

HISTORY/TIMELINE:

02/22/2024 Planning & Zoning Commission, 1st Public Hearing

APPLICANT/AGENT:

City of Leander

RECOMMENDATION:

Staff recommends approval of the Water CIP Plan update. The Planning & Zoning Commission unanimously recommend approval of the update.

PRESENTER:

Sarvesh Dhakal, PE, CFM, Assistant City Engineer, Floodplain Administrator

Fiscal Impact

N/A

Attachments:

1. CPA-24-0011 Water CIP Update
2. CPA-24-0011 Att 2 Water Master Plan Update Ordinance

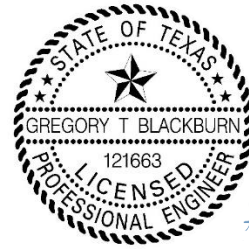
MEMORANDUM

TO: City of Leander

FROM: Greg Blackburn, PE

DATE: July 19, 2023

SUBJECT: 20-Year Water Capital Improvements Plan



The City of Leander (City) retained K Frieese & Associates, Inc. (KFA) to prepare a Water Capital Improvements Program (CIP) Plan for the 20-year period between 2022 and 2040 (note that the data, growth projections, etc. are based on data from 2022). The primary goals of the plan include:

- Calculate demand projections for the water service area based on population projections provided by City Staff;
- Capacity evaluations of existing significant water infrastructure, including storage tanks, pump stations and transmission mains;
- Analysis and planning methods to distribute treated water throughout the service area as it expands while providing sufficient pressure and capacity
- Analysis of proposed improvements by utilizing WaterCAD V8i by Bentley to create system models and evaluate various scenarios for system expansion
- Preparation of cost estimates of the proposed improvements required over the study period

Population Growth

During the 20-year study period, the population in the City is anticipated to almost double from the current population of 95,928 to 225,000 in 2040. See **Table 1** for the projected annual population growth rates between 2022 and 2040. It is assumed that the City will reach full build-out by 2040 and the growth rate for this year will be zero percent. The projected population for each planning year was distributed throughout the City using proposed developments that were provided by the City and estimated development of undeveloped properties.

Table 1: Annual Population Growth Rates

Year	Annual Growth Rate	Population	Living Unit Equivalent (LUEs)
2022	12.0%	95,928	33,689
2023	12.0%	107,440	37,732
2024	10.0%	118,184	41,505
2025	10.0%	130,002	45,656
2026	10.0%	143,003	50,221
2027	7.5%	153,728	53,988
2028	7.5%	165,257	58,037
2029	5.0%	173,520	60,939
2030	5.0%	182,196	63,986
2031	4.0%	189,484	66,545
2032	4.0%	197,063	69,207
2033	3.0%	202,975	71,283
2034	3.0%	209,065	73,421
2035	2.0%	213,246	74,890
2036	2.0%	217,511	76,388
2037	2.0%	221,861	77,915
2038	1.0%	224,080	78,695
2039	0.4%	225,000	79,018
2040 ¹	0.0%	225,000	79,018

¹ Population expected to reach full buildout by year 2040

Design Criteria

In order to properly model, size, and plan for future facilities, design criteria must be established. The design criteria developed with the previous master plan were reviewed and updated to reflect current demand and conditions. The modeling criteria used for the updated CIP plan is shown in **Table 2**.

Table 2: Planning and Design Criteria

Criteria	Value
People per connection	3.36
Average Day Demand	268.88 gpd/LUE
Maximum Day Demand	635.90 gpd/LUE
Peak Hour Demand	1,194.53 gpd/LUE
Fire Flow (Residential)	1,000 gpm for 1 hour
Fire Flow (Commercial)	3,500 gpm for 3 hours
Minimum Pressure	50 psi
Minimum Fire Flow Pressure	20 psi a Maximum Day Demand
Total Storage	200 gpm/connection
Pump Capacity	0.6 gpm/connection
Maximum Peak Hour Velocity	5 fps
Maximum Fire Flow Velocity	10 fps
Maximum Static Pressure	110 psi
Maximum Pressure	85 psi
C-Factor	120 (12-inch and smaller) 100 (larger than 12-inch)

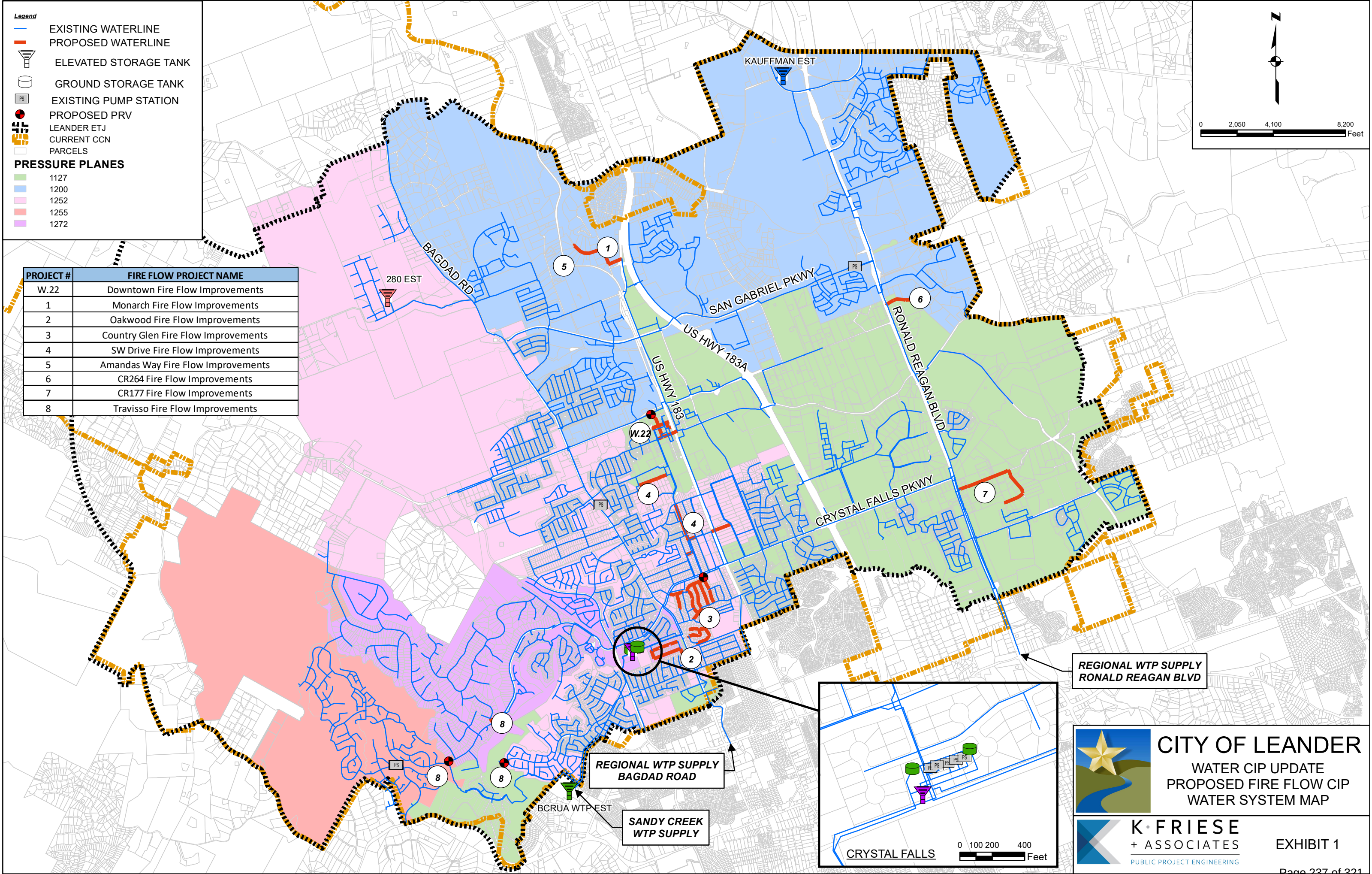
These criteria were used to generate water demands for the service area during static, extended period, and fire flow scenarios. Once the water demands were determined, the design criteria were utilized to calculate capacity of the existing facilities and to size the planned facilities.

Proposed CIP Projects

As the City's service area and demands increase, additional transmission mains, storage tanks, pump stations, pressure reducing stations, and other associated water infrastructure will be required to meet the increased demands. Proposed water system maps for each CIP planning period showing the proposed improvements are attached.

Cost estimates for each of the proposed improvements during the 20-year study period have been prepared and are attached. The total estimated cost of water improvements through 2040 is approximately \$353,125,212 (2023 Dollars). The breakdown per planning period is below:

- Fire Flow Improvements = \$16,476,041
- 5-Year CIP = \$247,100,201
- 10-Year CIP = \$44,699,845
- 20-Year CIP = \$44,849,125



Legend

- EXISTING WATERLINE
- PROPOSED WATERLINE
- ELEVATED STORAGE TANK
- GROUND STORAGE TANK
- EXISTING PUMP STATION
- PROPOSED PRV
- LEANDER ETJ
- CURRENT CCN
- PARCELS

PRESSURE PLANES

- 1127
- 1200
- 1252
- 1255
- 1272

PROJECT #	FIRE FLOW PROJECT NAME
W.22	Downtown Fire Flow Improvements
1	Monarch Fire Flow Improvements
2	Oakwood Fire Flow Improvements
3	Country Glen Fire Flow Improvements
4	SW Drive Fire Flow Improvements
5	Amandas Way Fire Flow Improvements
6	CR264 Fire Flow Improvements
7	CR177 Fire Flow Improvements
8	Travisso Fire Flow Improvements

REGIONAL WTP SUPPLY
RONALD REAGAN BLVD

REGIONAL WTP SUPPLY
BAGDAD ROAD

SANDY CREEK
WTP SUPPLY



CITY OF LEANDER
WATER CIP UPDATE
PROPOSED FIRE FLOW CIP
WATER SYSTEM MAP



EXHIBIT 1

Proposed Fire Flow CIP Improvements					
CIP W.22 - DOWNTOWN FIRE FLOW IMPROVEMENTS					
ITEM	DESCRIPTION	UNITS	QTY	UNIT COST	TOTAL COST
1	DESIGN COST ESTIMATE	LS	1	\$ 2,500,000	\$ 2,500,000
SUBTOTAL					\$ 2,500,000
CONTINGENCY (15%)					\$ 375,000
TOTAL					\$ 2,875,000
FIRE FLOW #1 - MONARCH FIRE FLOW IMPROVEMENTS					
ITEM	DESCRIPTION	UNITS	QTY	UNIT COST	TOTAL COST
1	8" PVC PIPE, COMPLETE AND IN PLACE	LF	850	\$ 325.00	\$ 276,250
2	12" PVC PIPE, COMPLETE AND IN PLACE	LF	1200	\$ 350.00	\$ 420,000
SUBTOTAL					\$ 696,250
MOBILIZATION (5% OF SUBTOTAL)					\$ 34,813
CONTINGENCY (15%)					\$ 109,660
ENGINEERING (15%)					\$ 126,109
TOTAL					\$ 966,832
FIRE FLOW #2 - OAKWOOD FIRE FLOW IMPROVEMENTS					
ITEM	DESCRIPTION	UNITS	QTY	UNIT COST	TOTAL COST
1	8" PVC PIPE, COMPLETE AND IN PLACE	LF	4200	\$ 325.00	\$ 1,365,000
SUBTOTAL					\$ 1,365,000
MOBILIZATION (5% OF SUBTOTAL)					\$ 68,250
CONTINGENCY (15%)					\$ 214,988
ENGINEERING (15%)					\$ 247,236
TOTAL					\$ 1,895,474
FIRE FLOW #3 - COUNTRY GLEN FIRE FLOW IMPROVEMENTS					
ITEM	DESCRIPTION	UNITS	QTY	UNIT COST	TOTAL COST
1	8" PVC PIPE, COMPLETE AND IN PLACE	LF	14500	\$ 325	\$ 4,712,500
2	PRV	EA	1	\$ 50,000	\$ 50,000
SUBTOTAL					\$ 4,762,500
MOBILIZATION (5% OF SUBTOTAL)					\$ 238,125
CONTINGENCY (15%)					\$ 750,094
ENGINEERING (15%)					\$ 862,608
TOTAL					\$ 6,613,327
FIRE FLOW #4 - SOUTHWEST DRIVE FIRE FLOW IMPROVEMENTS					
ITEM	DESCRIPTION	UNITS	QTY	UNIT COST	TOTAL COST
1	8" PVC PIPE, COMPLETE AND IN PLACE	LF	4900	\$ 325	\$ 1,592,500
2	12" PVC PIPE, COMPLETE AND IN PLACE	LF	1200	\$ 350	\$ 420,000
SUBTOTAL					\$ 2,012,500
MOBILIZATION (5% OF SUBTOTAL)					\$ 100,625
CONTINGENCY (15%)					\$ 316,969
ENGINEERING (15%)					\$ 364,515
TOTAL					\$ 2,794,609
FIRE FLOW #5 - AMANDAS WAY FIRE FLOW IMPROVEMENTS					
ITEM	DESCRIPTION	UNITS	QTY	UNIT COST	TOTAL COST
1	8" PVC PIPE, COMPLETE AND IN PLACE	LF	2000	\$ 350	\$ 700,000
SUBTOTAL					\$ 700,000
MOBILIZATION (5% OF SUBTOTAL)					\$ 35,000
CONTINGENCY (15%)					\$ 110,250
ENGINEERING (15%)					\$ 126,788
TOTAL					\$ 972,038
FIRE FLOW #6 - CR 264 FIRE FLOW IMPROVEMENTS					
ITEM	DESCRIPTION	UNITS	QTY	UNIT COST	TOTAL COST
1	8" PVC PIPE, COMPLETE AND IN PLACE	LF	1900	\$ 325	\$ 617,500
SUBTOTAL					\$ 617,500
MOBILIZATION (5% OF SUBTOTAL)					\$ 30,875
CONTINGENCY (15%)					\$ 97,257
ENGINEERING (15%)					\$ 111,845
TOTAL					\$ 857,477
FIRE FLOW #7 - CR 177 FIRE FLOW IMPROVEMENTS					
ITEM	DESCRIPTION	UNITS	QTY	UNIT COST	TOTAL COST
1	8" PVC PIPE, COMPLETE AND IN PLACE	LF	5800	\$ 325	\$ 1,885,000
SUBTOTAL					\$ 1,885,000
MOBILIZATION (5% OF SUBTOTAL)					\$ 94,250
CONTINGENCY (15%)					\$ 296,888
ENGINEERING (15%)					\$ 341,421
TOTAL					\$ 2,617,559
FIRE FLOW #8 - TRAVISSO FIRE FLOW IMPROVEMENTS					
ITEM	DESCRIPTION	UNITS	QTY	UNIT COST	TOTAL COST
1	8" PVC PIPE, COMPLETE AND IN PLACE	LF	600	\$ 325	\$ 195,000
2	12" PVC PIPE, COMPLETE AND IN PLACE	LF	650	\$ 350	\$ 227,500
3	PRV	EA	2	\$ 50,000	\$ 100,000
SUBTOTAL					\$ 522,500
MOBILIZATION (5% OF SUBTOTAL)					\$ 26,125
CONTINGENCY (15%)					\$ 82,294
ENGINEERING (15%)					\$ 94,638
TOTAL					\$ 725,557
TOTAL FOR ALL PROPOSED FIRE FLOW PROJECTS					\$ 16,476,041

Costs are 2023 dollars

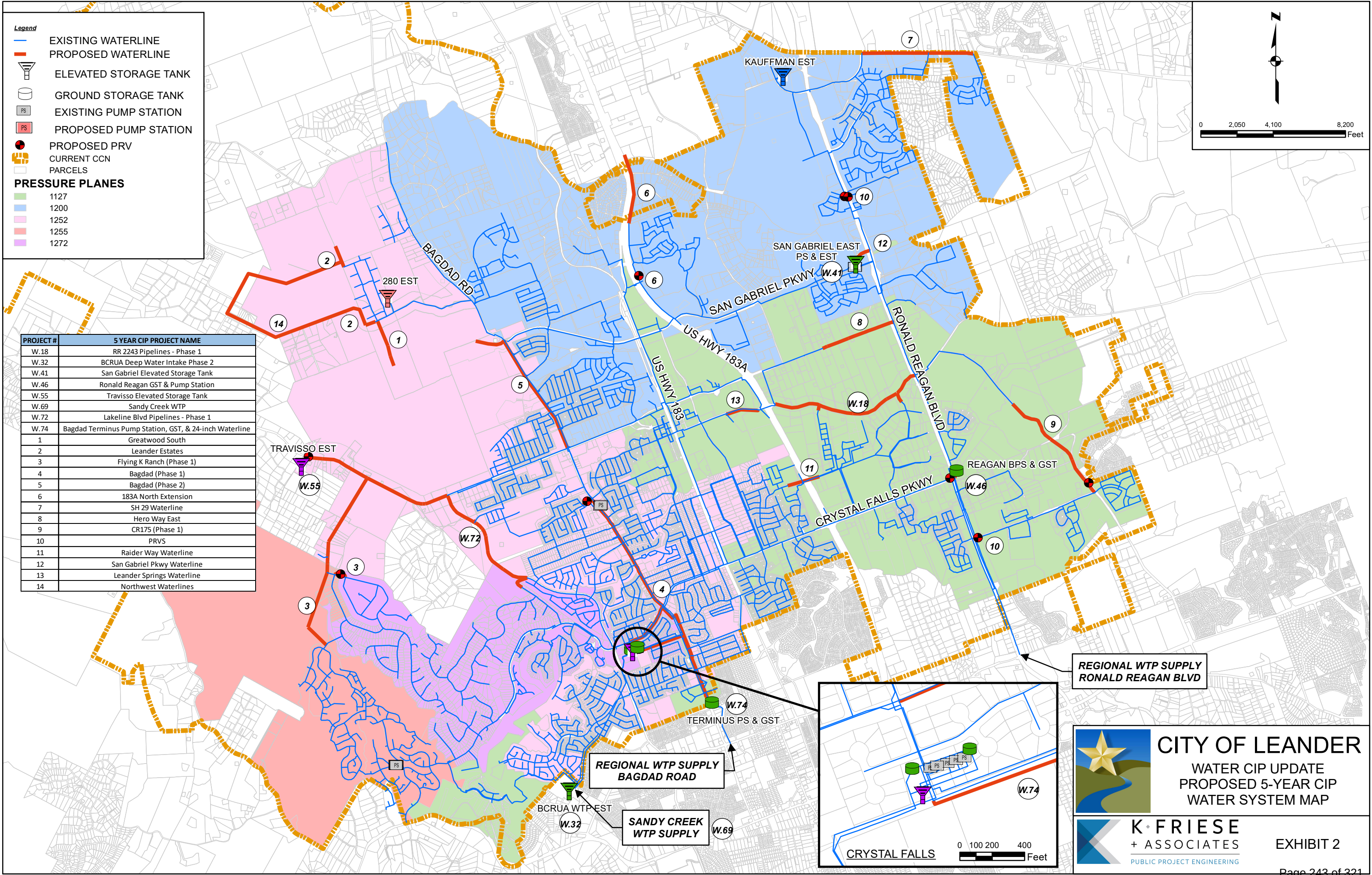
Proposed 5-Year CIP Improvements						
CIP W.18 (RR 2243 PIPELINES - PHASE 1)						
ITEM	DESCRIPTION	UNITS	QTY	UNIT COST	TOTAL COST	
1	8" PVC PIPE, COMPLETE AND IN PLACE	LF	900	\$ 325	\$ 292,500	
2	16" DI PIPE, COMPLETE AND IN PLACE	LF	8950	\$ 375	\$ 3,356,250	
SUBTOTAL					\$ 3,648,750	
MOBILIZATION (5% OF SUBTOTAL)					\$ 182,438	
CONTINGENCY (15%)					\$ 574,679	
ENGINEERING (15%)					\$ 660,881	
TOTAL					\$ 5,066,748	
CIP W.32 (BCRUA DEEP WATER INTAKE PHASE 2)						
ITEM	DESCRIPTION	UNITS	QTY	UNIT COST	TOTAL COST	
1	LEANDER SHARE	LS	1	\$ 80,000,000	\$ 80,000,000	
SUBTOTAL					\$ 80,000,000	
CONTINGENCY (15%)					\$ 12,000,000	
TOTAL					\$ 92,000,000	
CIP W.41 (SAN GABRIEL ELEVATED STORAGE TANK)						
ITEM	DESCRIPTION	UNITS	QTY	UNIT COST	TOTAL COST	
1	ELEVATED STORAGE TANK	MG	1.25	\$ 6,624,806	\$ 8,281,008	
SUBTOTAL					\$ 8,281,008	
CONTINGENCY (15%)					\$ 1,242,152	
TOTAL					\$ 9,523,160	
CIP W.46 (RONALD REAGAN GROUND STORAGE TANK AND PUMP STATION)						
ITEM	DESCRIPTION	UNITS	QTY	UNIT COST	TOTAL COST	
1	24" DI PIPE, COMPLETE AND IN PLACE	LF	500	\$ 425	\$ 212,500	
2	36" DI PIPE, COMPLETE AND IN PLACE	LF	150	\$ 475	\$ 71,250	
3	48" DI PIPE, COMPLETE AND IN PLACE	LF	250	\$ 650	\$ 162,500	
4	54" DI PIPE, COMPLETE AND IN PLACE	LF	500	\$ 700	\$ 350,000	
5	GROUND STORAGE TANK	MG	2.5	\$ 3,000,000	\$ 7,500,000	
6	PUMP STATION IMPROVEMENTS	MGD	17.5	\$ 750,000	\$ 13,125,000	
7	PRV	EA	1	\$ 50,000	\$ 50,000	
8	LAND ACQUISITION	LS	1	\$ 6,000,000	\$ 6,000,000	
9	FCV	EA	1	\$ 50,000	\$ 50,000	
SUBTOTAL					\$ 27,521,250	
MOBILIZATION (5% OF SUBTOTAL)					\$ 1,376,063	
CONTINGENCY (15%)					\$ 4,334,597	
ENGINEERING (15%)					\$ 4,984,787	
TOTAL					\$ 38,216,697	
CIP W.55 (TRAVISSO ELEVATED STORAGE TANK)						
ITEM	DESCRIPTION	UNITS	QTY	UNIT COST	TOTAL COST	
1	16" PVC PIPE, COMPLETE AND IN PLACE	LF	4250	\$ 375	\$ 1,593,750	
2	24" DI PIPE, COMPLETE AND IN PLACE	LF	9700	\$ 425	\$ 4,122,500	
3	ELEVATED STORAGE TANK	MG	1.25	\$ 6,000,000	\$ 7,500,000	
4	LAND ACQUISITION	LS	1	\$ 2,300,000	\$ 2,300,000	
SUBTOTAL					\$ 15,516,250	
MOBILIZATION (5% OF SUBTOTAL)					\$ 775,813	
CONTINGENCY (15%)					\$ 2,443,810	
ENGINEERING (15%)					\$ 2,810,381	
TOTAL					\$ 21,546,254	

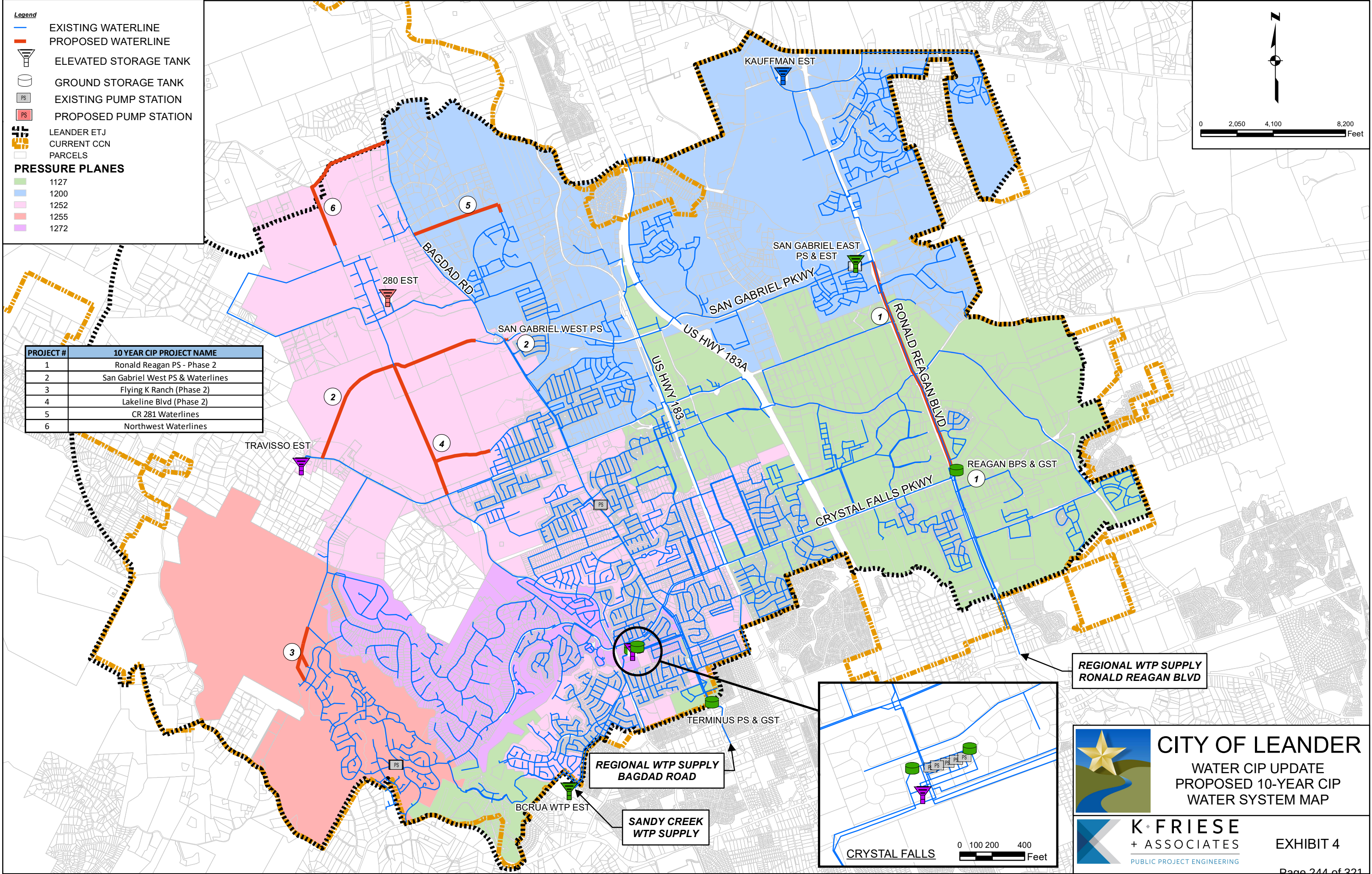
Proposed 5-Year CIP Improvements						
CIP W.69 (SANDY CREEK WTP RESIDUALS & TREATMENT MODULE)						
ITEM	DESCRIPTION	UNITS	QTY	UNIT COST	TOTAL COST	
1	DESIGN COST ESTIMATE	LS	1	\$ 18,721,000	\$ 18,721,000	
SUBTOTAL					\$ 18,721,000	
CONTINGENCY (15%)					\$ 2,808,150	
TOTAL					\$ 21,529,150	
CIP W.72 (LAKELINE BOULEVARD PIPELINES - PHASE 1)						
ITEM	DESCRIPTION	UNITS	QTY	UNIT COST	TOTAL COST	
1	DESIGN COST ESTIMATE	LS	1	\$ 2,000,000	\$ 2,000,000	
SUBTOTAL					\$ 2,000,000	
CONTINGENCY (15%)					\$ 300,000	
TOTAL					\$ 2,300,000	
CIP W.74 (BAGDAD TERMINUS PUMP STATION, GST, AND 24-INCH WATERLINE)						
ITEM	DESCRIPTION	UNITS	QTY	UNIT COST	TOTAL COST	
1	DESIGN COST ESTIMATE	LS	1	\$ 13,500,000	\$ 13,500,000	
SUBTOTAL					\$ 13,500,000	
CONTINGENCY (15%)					\$ 2,025,000	
TOTAL					\$ 15,525,000	
5-YEAR CIP #1 - GREATWOOD SOUTH						
ITEM	DESCRIPTION	UNITS	QTY	UNIT COST	TOTAL COST	
1	16" DI PIPE, COMPLETE AND IN PLACE	LF	2750	\$ 375	\$ 1,031,250	
SUBTOTAL					\$ 1,031,250	
MOBILIZATION (5% OF SUBTOTAL)					\$ 51,563	
CONTINGENCY (15%)					\$ 162,422	
ENGINEERING (15%)					\$ 186,786	
TOTAL					\$ 1,432,021	
5-YEAR CIP #2 - LEANDER ESTATES						
ITEM	DESCRIPTION	UNITS	QTY	UNIT COST	TOTAL COST	
1	16" DI PIPE, COMPLETE AND IN PLACE	LF	4400	\$ 375	\$ 1,650,000	
SUBTOTAL					\$ 1,650,000	
MOBILIZATION (5% OF SUBTOTAL)					\$ 82,500	
CONTINGENCY (15%)					\$ 259,875	
ENGINEERING (15%)					\$ 298,857	
TOTAL					\$ 2,291,232	
5-YEAR CIP #3 - FLYING K RANCH (PHASE 1)						
ITEM	DESCRIPTION	UNITS	QTY	UNIT COST	TOTAL COST	
1	16" DI PIPE, COMPLETE AND IN PLACE	LF	4050	\$ 375	\$ 1,518,750	
2	24" DI PIPE, COMPLETE AND IN PLACE	LF	1500	\$ 425	\$ 637,500	
3	PRV	EA	1	\$ 50,000	\$ 50,000	
SUBTOTAL					\$ 2,206,250	
MOBILIZATION (5% OF SUBTOTAL)					\$ 110,313	
CONTINGENCY (15%)					\$ 347,485	
ENGINEERING (15%)					\$ 399,608	
TOTAL					\$ 3,063,656	

Proposed 5-Year CIP Improvements					
5-YEAR CIP #4 - BAGDAD (PHASE 1)					
ITEM	DESCRIPTION	UNITS	QTY	UNIT COST	TOTAL COST
1	8" PVC PIPE, COMPLETE AND IN PLACE	LF	650	\$ 325	\$ 211,250
2	24" DI PIPE, COMPLETE AND IN PLACE	LF	10250	\$ 425	\$ 4,356,250
2	PRV	EA	1	\$ 50,000	\$ 50,000
SUBTOTAL					\$ 4,617,500
MOBILIZATION (5% OF SUBTOTAL)					\$ 230,875
CONTINGENCY (15%)					\$ 727,257
ENGINEERING (15%)					\$ 836,345
TOTAL					\$ 6,411,977
5-YEAR CIP #5 - BAGDAD (PHASE 2)					
ITEM	DESCRIPTION	UNITS	QTY	UNIT COST	TOTAL COST
1	12" PVC PIPE, COMPLETE AND IN PLACE	LF	1750	\$ 350	\$ 612,500
2	24" DI PIPE, COMPLETE AND IN PLACE	LF	7200	\$ 425	\$ 3,060,000
3	PRV	LF	1	\$ 50,000	\$ 50,000
SUBTOTAL					\$ 3,722,500
MOBILIZATION (5% OF SUBTOTAL)					\$ 186,125
CONTINGENCY (15%)					\$ 586,294
ENGINEERING (15%)					\$ 674,238
TOTAL					\$ 5,169,157
5-YEAR CIP #6 - 183A NORTH EXTENSION					
ITEM	DESCRIPTION	UNITS	QTY	UNIT COST	TOTAL COST
1	8" PVC PIPE, COMPLETE AND IN PLACE	LF	4000	\$ 325	\$ 1,300,000
2	12" PVC PIPE, COMPLETE AND IN PLACE	LF	500	\$ 350	\$ 175,000
3	PRV	EA	1	\$ 50,000	\$ 50,000
SUBTOTAL					\$ 1,525,000
MOBILIZATION (5% OF SUBTOTAL)					\$ 76,250
CONTINGENCY (15%)					\$ 240,188
ENGINEERING (15%)					\$ 276,216
TOTAL					\$ 2,117,654
5-YEAR CIP #7 - SH 29 WATERLINE					
ITEM	DESCRIPTION	UNITS	QTY	UNIT COST	TOTAL COST
1	12" PVC PIPE, COMPLETE AND IN PLACE	LF	3800	\$ 350	\$ 1,330,000
2	18" DI PIPE, COMPLETE AND IN PLACE	LF	2550	\$ 400	\$ 1,020,000
SUBTOTAL					\$ 2,350,000
MOBILIZATION (5% OF SUBTOTAL)					\$ 117,500
CONTINGENCY (15%)					\$ 370,125
ENGINEERING (15%)					\$ 425,644
TOTAL					\$ 3,263,269

Proposed 5-Year CIP Improvements						
5-YEAR CIP #8 - HERO WAY EAST						
ITEM	DESCRIPTION	UNITS	QTY	UNIT COST	TOTAL COST	
1	12" PVC PIPE, COMPLETE AND IN PLACE	LF	4500	\$ 350	\$ 1,575,000	
SUBTOTAL					\$ 1,575,000	
MOBILIZATION (5% OF SUBTOTAL)					\$ 78,750	
CONTINGENCY (15%)					\$ 248,063	
ENGINEERING (15%)					\$ 285,272	
TOTAL					\$ 2,187,085	
5-YEAR CIP #9 - CR175 (PHASE 1)						
ITEM	DESCRIPTION	UNITS	QTY	UNIT COST	TOTAL COST	
1	8" PVC PIPE, COMPLETE AND IN PLACE	EA	550	\$ 325	\$ 178,750	
2	16" DI PIPE, COMPLETE AND IN PLACE	EA	7200	\$ 375	\$ 2,700,000	
3	PRV	EA	1	\$ 50,000	\$ 50,000	
SUBTOTAL					\$ 2,928,750	
MOBILIZATION (5% OF SUBTOTAL)					\$ 146,438	
CONTINGENCY (15%)					\$ 461,279	
ENGINEERING (15%)					\$ 530,471	
TOTAL					\$ 4,066,938	
5-YEAR CIP #10 - PRVS						
ITEM	DESCRIPTION	UNITS	QTY	UNIT COST	TOTAL COST	
1	8" PVC PIPE, COMPLETE AND IN PLACE	LF	150	\$ 325	\$ 48,750	
2	12" PVC PIPE, COMPLETE AND IN PLACE	LF	150	\$ 350	\$ 52,500	
3	18" DI PIPE, COMPLETE AND IN PLACE	LF	150	\$ 400	\$ 60,000	
4	PRV	EA	3	\$ 50,000	\$ 150,000	
SUBTOTAL					\$ 311,250	
MOBILIZATION (5% OF SUBTOTAL)					\$ 15,563	
CONTINGENCY (15%)					\$ 49,022	
ENGINEERING (15%)					\$ 56,376	
TOTAL					\$ 432,211	
5-YEAR CIP #11 - RAIDER WAY WATERLINE						
ITEM	DESCRIPTION	UNITS	QTY	UNIT COST	TOTAL COST	
1	8" DI PIPE, COMPLETE AND IN PLACE	LF	1900	\$ 325	\$ 617,500	
SUBTOTAL					\$ 617,500	
MOBILIZATION (5% OF SUBTOTAL)					\$ 30,875	
CONTINGENCY (15%)					\$ 97,257	
ENGINEERING (15%)					\$ 111,845	
TOTAL					\$ 857,477	
5-YEAR CIP #12 - SAN GABRIEL PKWY WL						
ITEM	DESCRIPTION	UNITS	QTY	UNIT COST	TOTAL COST	
1	16" DI PIPE, COMPLETE AND IN PLACE	EA	1350	\$ 375	\$ 506,250	
2	PRV	EA	1	\$ 50,000	\$ 50,000	
SUBTOTAL					\$ 556,250	
MOBILIZATION (5% OF SUBTOTAL)					\$ 27,813	
CONTINGENCY (15%)					\$ 87,610	
ENGINEERING (15%)					\$ 100,751	
TOTAL					\$ 772,424	
5-YEAR CIP #13 - LEANDER SPRINGS WATERLINE						
ITEM	DESCRIPTION	UNITS	QTY	UNIT COST	TOTAL COST	
1	12" DI PIPE, COMPLETE AND IN PLACE	LF	1900	\$ 350	\$ 665,000	
SUBTOTAL					\$ 665,000	
MOBILIZATION (5% OF SUBTOTAL)					\$ 33,250	
CONTINGENCY (15%)					\$ 104,738	
ENGINEERING (15%)					\$ 120,449	
TOTAL					\$ 923,437	
5-YEAR CIP #14 - WEST NORTHWEST WATERLINES						
ITEM	DESCRIPTION	UNITS	QTY	UNIT COST	TOTAL COST	
1	16" DI PIPE, COMPLETE AND IN PLACE	LF	16140	\$ 375	\$ 6,052,500	
SUBTOTAL					\$ 6,052,500	
MOBILIZATION (5% OF SUBTOTAL)					\$ 302,625	
CONTINGENCY (15%)					\$ 953,269	
ENGINEERING (15%)					\$ 1,096,260	
TOTAL					\$ 8,404,654	
TOTAL FOR ALL PROPOSED 5 YEAR PROJECTS					\$ 247,100,201	

Costs are 2023 dollars





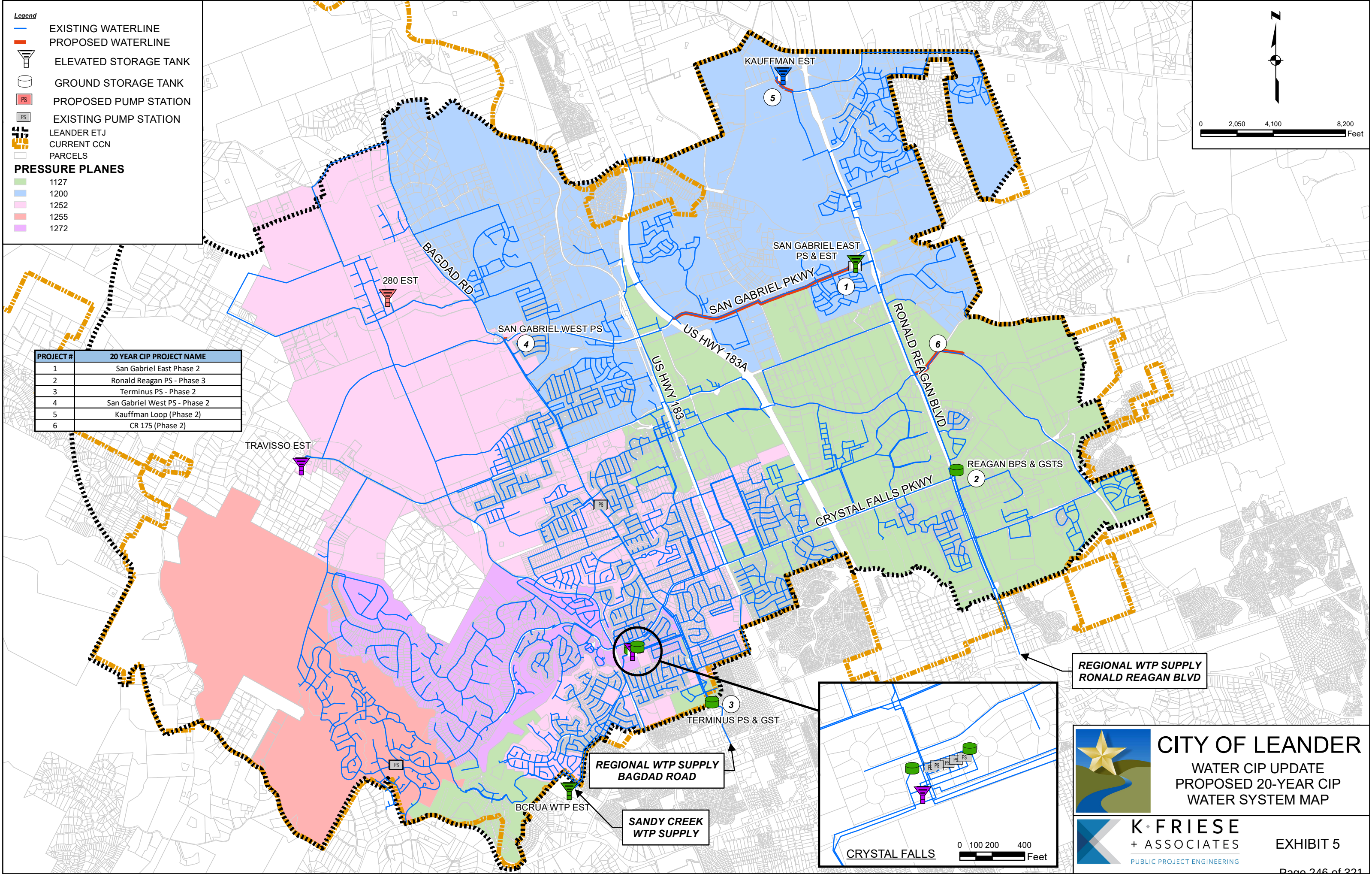
CITY OF LEANDER
WATER CIP UPDATE
PROPOSED 10-YEAR CIP
WATER SYSTEM MAP



EXHIBIT 4

Proposed 10-Year CIP Improvements						
10-YEAR CIP #1 - RONALD REAGAN PS - PHASE 2						
ITEM	DESCRIPTION	UNITS	QTY	UNIT COST	TOTAL COST	
1	24" DI PIPE, COMPLETE AND IN PLACE	LF	200	\$ 425	\$ 85,000	
2	30" DI PIPE, COMPLETE AND IN PLACE	LF	150	\$ 450	\$ 67,500	
3	36" DI PIPE, COMPLETE AND IN PLACE	LF	12750	\$ 475	\$ 6,056,250	
4	PUMP STATION IMPROVEMENTS	MGD	7.5	\$ 750,000	\$ 5,625,000	
SUBTOTAL					\$ 11,833,750	
MOBILIZATION (5% OF SUBTOTAL)					\$ 591,688	
CONTINGENCY (15%)					\$ 1,863,816	
ENGINEERING (15%)					\$ 2,143,389	
TOTAL					\$ 16,432,643	
10-YEAR CIP #2 - SAN GABRIEL WEST PS AND WATERLINES - PHASE 1						
ITEM	DESCRIPTION	UNITS	QTY	UNIT COST	TOTAL COST	
1	12" PVC PIPE, COMPLETE AND IN PLACE	LF	9800	\$ 350	\$ 3,430,000	
2	16" DI PIPE, COMPLETE AND IN PLACE	LF	5700	\$ 375	\$ 2,137,500	
3	24" DI PIPE, COMPLETE AND IN PLACE	LF	150	\$ 425	\$ 63,750	
4	PUMP STATION IMPROVEMENTS	MGD	2.3	\$ 750,000	\$ 1,725,000	
5	LAND ACQUISITION	AC	1	\$ 500,000	\$ 500,000	
SUBTOTAL					\$ 7,856,250	
MOBILIZATION (5% OF SUBTOTAL)					\$ 392,813	
CONTINGENCY (15%)					\$ 1,237,360	
ENGINEERING (15%)					\$ 1,422,964	
TOTAL					\$ 10,909,387	
10-YEAR CIP #3 - FLYING K RANCH (PHASE 2)						
ITEM	DESCRIPTION	UNITS	QTY	UNIT COST	TOTAL COST	
1	8" PVC PIPE, COMPLETE AND IN PLACE	LF	2500	\$ 325	\$ 812,500	
2	16" DI PIPE, COMPLETE AND IN PLACE	LF	5500	\$ 375	\$ 2,062,500	
SUBTOTAL					\$ 2,875,000	
MOBILIZATION (5% OF SUBTOTAL)					\$ 143,750	
CONTINGENCY (15%)					\$ 452,813	
ENGINEERING (15%)					\$ 520,735	
TOTAL					\$ 3,992,298	
10-YEAR CIP #4 - LAKELINE (PHASE 2)						
ITEM	DESCRIPTION	UNITS	QTY	UNIT COST	TOTAL COST	
1	8" PVC PIPE, COMPLETE AND IN PLACE	LF	3200	\$ 325	\$ 1,040,000	
2	16" DI PIPE, COMPLETE AND IN PLACE	LF	9500	\$ 375	\$ 3,562,500	
SUBTOTAL					\$ 4,602,500	
MOBILIZATION (5% OF SUBTOTAL)					\$ 230,125	
CONTINGENCY (15%)					\$ 724,894	
ENGINEERING (15%)					\$ 833,628	
TOTAL					\$ 6,391,147	
10-YEAR CIP #5 - CR 281 WATERLINES						
ITEM	DESCRIPTION	UNITS	QTY	UNIT COST	TOTAL COST	
1	12" PVC PIPE, COMPLETE AND IN PLACE	LF	5600	\$ 350	\$ 1,960,000	
SUBTOTAL					\$ 1,960,000	
MOBILIZATION (5% OF SUBTOTAL)					\$ 98,000	
CONTINGENCY (15%)					\$ 308,700	
ENGINEERING (15%)					\$ 355,005	
TOTAL					\$ 2,721,705	
10-YEAR CIP #6 - NORTHWEST WATERLINES						
ITEM	DESCRIPTION	UNITS	QTY	UNIT COST	TOTAL COST	
1	12" PVC PIPE, COMPLETE AND IN PLACE	LF	8750	\$ 350	\$ 3,062,500	
SUBTOTAL					\$ 3,062,500	
MOBILIZATION (5% OF SUBTOTAL)					\$ 153,125	
CONTINGENCY (15%)					\$ 482,344	
ENGINEERING (15%)					\$ 554,696	
TOTAL					\$ 4,252,665	
TOTAL FOR ALL PROPOSED 10 YEAR PROJECTS					\$ 44,699,845	

Costs are 2023 dollars



CITY OF LEANDER
WATER CIP UPDATE
PROPOSED 20-YEAR CIP
WATER SYSTEM MAP



EXHIBIT 5

Proposed 20-Year CIP Improvements						
20-YEAR CIP #1 - SAN GABRIEL EAST PHASE 2						
ITEM	DESCRIPTION	UNITS	QTY	UNIT COST	TOTAL COST	
1	16" DI PIPE, COMPLETE AND IN PLACE	LF	100	\$ 375	\$ 37,500	
2	24" DI PIPE, COMPLETE AND IN PLACE	LF	11150	\$ 425	\$ 4,738,750	
3	30" DI PIPE, COMPLETE AND IN PLACE	LF	100	\$ 475	\$ 47,500	
4	PUMP STATION IMPROVEMENTS	MGD	7	\$ 750,000	\$ 5,250,000	
SUBTOTAL					\$ 10,073,750	
MOBILIZATION (5% OF SUBTOTAL)					\$ 503,688	
CONTINGENCY (15%)					\$ 1,586,616	
ENGINEERING (15%)					\$ 1,824,609	
TOTAL					\$ 13,988,663	
20-YEAR CIP #2 - RONALD REAGAN PHASE 3						
ITEM	DESCRIPTION	UNITS	QTY	UNIT COST	TOTAL COST	
1	24" DI PIPE, COMPLETE AND IN PLACE	LF	250	\$ 425	\$ 106,250	
2	PUMP STATION IMPROVEMENTS	MGD	7.5	\$ 750,000	\$ 5,625,000	
3	GROUND STORAGE TANK	MG	2.5	\$ 3,000,000	\$ 7,500,000	
SUBTOTAL					\$ 13,231,250	
MOBILIZATION (5% OF SUBTOTAL)					\$ 661,563	
CONTINGENCY (15%)					\$ 2,083,922	
ENGINEERING (15%)					\$ 2,396,511	
TOTAL					\$ 18,373,246	
20-YEAR CIP #3 - TERMINUS PHASE 2						
ITEM	DESCRIPTION	UNITS	QTY	UNIT COST	TOTAL COST	
1	24" DI PIPE, COMPLETE AND IN PLACE	LF	150	\$ 425	\$ 63,750	
2	PUMP STATION IMPROVEMENTS	MGD	7	\$ 750,000	\$ 5,250,000	
SUBTOTAL					\$ 5,313,750	
MOBILIZATION (5% OF SUBTOTAL)					\$ 265,688	
CONTINGENCY (15%)					\$ 836,916	
ENGINEERING (15%)					\$ 962,454	
TOTAL					\$ 7,378,808	
20-YEAR CIP #4 - SAN GABRIEL WEST (PHASE 2)						
ITEM	DESCRIPTION	UNITS	QTY	UNIT COST	TOTAL COST	
1	16" DI PIPE, COMPLETE AND IN PLACE	LF	150	\$ 375	\$ 56,250	
2	PUMP STATION IMPROVEMENTS	MGD	2.3	\$ 750,000	\$ 1,725,000	
SUBTOTAL					\$ 1,781,250	
MOBILIZATION (5% OF SUBTOTAL)					\$ 89,063	
CONTINGENCY (15%)					\$ 280,547	
ENGINEERING (15%)					\$ 322,629	
TOTAL					\$ 2,473,489	
20-YEAR CIP #5 - KAUFFMAN LOOP (PHASE 2)						
ITEM	DESCRIPTION	UNITS	QTY	UNIT COST	TOTAL COST	
1	24" DI PIPE, COMPLETE AND IN PLACE	LF	1750	\$ 425	\$ 743,750	
SUBTOTAL					\$ 743,750	
MOBILIZATION (5% OF SUBTOTAL)					\$ 37,188	
CONTINGENCY (15%)					\$ 117,141	
ENGINEERING (15%)					\$ 134,712	
TOTAL					\$ 1,032,791	
20-YEAR CIP #6 - CR175 (PHASE 2)						
ITEM	DESCRIPTION	UNITS	QTY	UNIT COST	TOTAL COST	
1	8" PVC PIPE, COMPLETE AND IN PLACE	LF	3550	\$ 325	\$ 1,153,750	
SUBTOTAL					\$ 1,153,750	
MOBILIZATION (5% OF SUBTOTAL)					\$ 57,688	
CONTINGENCY (15%)					\$ 181,716	
ENGINEERING (15%)					\$ 208,974	
TOTAL					\$ 1,602,128	
TOTAL FOR ALL PROPOSED 20 YEAR PROJECTS					\$ 44,849,125	

Costs are 2023 dollars

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE WATER MASTER PLAN; PROVIDING AN OPEN MEETINGS CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, it is necessary and reasonable for the City of Leander, Texas, a Texas home-rule municipality, (herein the “City”) to update its Water Master Plan for the City, which is Appendix G of the Comprehensive Plan and provides water demand projections as well as prioritizes various water projects based on demand projections;

WHEREAS, the City in anticipation of growth and expansion desires to plan for the orderly and efficient growth of the City;

WHEREAS, after review, inquiry and the opportunity for citizen participation at public hearings and an opportunity for the Planning and Zoning Commission to review and provide a recommendation on the proposed amendments to the Water Master Plan, the City Council has found the adoption of the Water Master Plan hereinafter set forth and listed in this Ordinance is reasonable and necessary for the public health, safety, morals and welfare.

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. Water Master Plan Updated. The City Council hereby updates the Water Master Plan of the City of Leander (the “Plan”) that is spread upon the minutes of this meeting and as shown in the attached Exhibit A. The Plan and Map shall be kept in the office of the Planning Department Secretary and shall be available for public inspection during normal office hours.

SECTION 3. Savings Clause. All rights and remedies of the City of Leander are expressly saved as to any and all violations of the provisions of any ordinances affecting zoning or the comprehensive plan within the City which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

SECTION 4. Effective Date. This Ordinance shall be in force and effect from and after its passage on the date shown below.

SECTION 5. Open Meetings. It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code.*

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

ATTEST:

THE CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor



EXECUTIVE SUMMARY
3/7/2024

AGENDA SUBJECT:

Conduct a Public Hearing regarding the Travisso Voluntary Annexation Case A-23-0010 for the voluntary annexation of 8.04 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels 459396, 459397, 459398, 467190, 467189, and 467188; and generally located approximately 1,200 feet to the north of the intersection of Buck Run and RM 1431 on the east of Buck Run, Leander, Travis County, Texas.

- Discuss and consider action on Travisso Voluntary Annexation Case A-23-0010 as described above.

BACKGROUND:

A resolution was adopted on February 15, 2024 and commenced the voluntary annexation of 8.04 acres $\pm$ as described above. The resolution sets the public hearing for March 7, 2024 and the readings of the ordinance for March 7, 2024 and March 21, 2024.

This property was previously within the City of Cedar Park's ETJ. On November 8, 2023, the City of Cedar Park released the property from their ETJ per a petition submitted by the property owner. Approval of this item does not approve the annexation.

HISTORY/TIMELINE:

02/15/2024 City Council Approved Annexation Resolution

APPLICANT/AGENT:

Travisso, LTD (Brad Garner)

RECOMMENDATION:

Staff recommends approval.

PRESENTER:

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

Fiscal Impact

N/A

Attachments:

1. Annexation Resolution
2. Location Map - Travisso Voluntary Annexation
3. Travisso Annexation Schedule
4. Travisso Annexation Ordinance

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF LEANDER, TEXAS, ACCEPTING THE PETITION FOR ANNEXATION OF 8.04 ACRES, MORE OR LESS, OF LAND LOCATED IN TRAVIS COUNTY, TEXAS; SETTING AN ANNEXATION SCHEDULE; PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, the owners of certain property located within Travis County, Texas, have petitioned the City of Leander, Texas, (hereinafter, the “City”), a home-rule City, for annexation of said property, more particularly described in **Exhibit A** attached hereto and incorporated by reference herein (the, “Subject Property”), into the City limits; and

WHEREAS, the Subject Property is contiguous and adjacent to the corporate limits of the City and the owner(s) have made application for annexation; and

WHEREAS, after review and consideration of such requests and petition for annexation from the owners of the Subject Property, the City Council finds that the Subject Property may be annexed pursuant to §43.0671 of the *Local Government Code*; and

WHEREAS, the petitioner has agreed and consented to the annexation of the Subject Property by the City and further agreed to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted.

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

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

Section 2. Proceedings. The petition for annexation of the Subject Property into the City, and the draft service plan shown in **Exhibit B**, are hereby accepted:

8.04 acre tract, situated in the B.F. Davis Survey, Section No. 73, Abstract No. 2280, in the Hampton Survey IA Hampton Survey, Section No. 56, Abstract No. 2682 and out of the C.G. Settle Survey, Section No. 632, Abstract No. 2201, being out of a remnant portion of a called 2144.875 acre tract conveyed to Travisso, Ltd., recorded in Document No. 2013056181 of the Official Public Records of Travis County, Texas.

A public hearing has been set for the date of the 7th day of March, 2024. Notice of such hearing shall be posted and the hearing shall be open to the public to accept public comment on the annexation request. In the event of a conflict between the Subject Property description contained herein, **Exhibit A** shall control.

Section 3. Severability. Should any section or part of this Resolution be held unconstitutional, illegal, or invalid, or the application to any person or circumstance thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Resolution are declared to be severable.

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

PASSED AND APPROVED this the ____ day of _____, 2024.

ATTEST:

THE CITY OF LEANDER, TEXAS

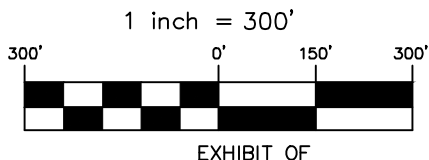
Dara Crabtree, City Secretary

Christine DeLisle, Mayor

Exhibit A

SUBJECT PROPERTY DESCRIPTION

(see attached)



B.F. DAVIS
SECTION NO. 73
ABSTRACT No. 2280

AN 8.04 ACRE TRACT, SITUATED IN THE B.F. DAVIS SURVEY, SECTION NO. 73, ABSTRACT NO. 2280, IN THE IA HAMPTON SURVEY, SECTION NO. 56, ABSTRACT NO. 2682 AND OUT OF THE C.G. SETTLE SURVEY, SECTION NO. 632, ABSTRACT NO. 2201, BEING OUT OF A REMNANT PORTION OF A CALLED 2144.875 ACRE TRACT CONVEYED TO TRAVISSO, LTD., RECORDED IN DOCUMENT NO. 2013056181 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

APPROXIMATE CITY
LIMITS OF CEDAR PARK

8.04 ACRES

A REMNANT PORTION OF A
CALLED 2144.875 ACRE TRACT
OWNER: TRAVISSO, LTD.
DOC. NO. 2013056181
(O.P.R.T.C.)

IA HAMPTON
SURVEY
SECTION NO. 56
ABSTRACT No. 2682

APPROXIMATE CITY
LIMITS OF CEDAR PARK

APPROXIMATE CITY
LIMITS OF LEANDER

LEGEND:

O.P.R.T.C. OFFICIAL PUBLIC RECORDS OF
TRAVIS COUNTY, TEXAS
P.R.T.C. PLAT RECORDS OF TRAVIS
COUNTY TEXAS
P.O.B. POINT OF BEGINNING
FD. FOUND
I.R. IRON ROD
VOL. VOLUME
PG. PAGE
DOC. NO. DOCUMENT NUMBER
● FOUND IRON ROD (AS NOTED)

NOTES:

1. THE PROFESSIONAL SERVICES PROVIDED HEREWITH INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00.
3. ADJOINERS SHOWN FOR INFORMATIONAL PURPOSES ONLY.

**PAPE-DAWSON
ENGINEERS**

AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
10801 N MOPAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78759 | 512.454.8711
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028801

P.O.B.
FD. ½" I.R.

L17

FD. ½" I.R.

L2

FD. I.R.(SENDERO)

L3

FD. ½" I.R.

L4

FD. ½" I.R.

L5

FD. ½" I.R.

L6

FD. ½" I.R.

L7

FD. ½" I.R.

L8

FD. I.R.(SENDERO)

L9

FD. ½" I.R.

L10

FD. ½" I.R.

L11

FD. ½" I.R.

L12

FD. ½" I.R.

L13

FD. ½" I.R.

L14

FD. ½" I.R.

L15

FD. ½" I.R.

L16

FD. ½" I.R.

L1

FD. ½" I.R.

L2

FD. I.R.(SENDERO)

L3

FD. ½" I.R.

L4

FD. ½" I.R.

L5

FD. ½" I.R.

L6

FD. ½" I.R.

L7

FD. ½" I.R.

L8

FD. I.R.(SENDERO)

L9

FD. ½" I.R.

L10

FD. ½" I.R.

L11

FD. ½" I.R.

L12

FD. ½" I.R.

WHITETAIL PASS
(A CALLED 50-FOOT RIGHT OF WAY)
VOL. 65, PG. 76 (P.R.T.C.)

CROSS CREEK PHASE ONE
VOL. 65, PG. 76 (P.R.T.C.)

C.G. SETTLE
SURVEY
SECTION NO. 632
ABSTRACT No. 2201

BUCK RUN
(A 60-FOOT RIGHT OF WAY)

F.M. 1431
(A VARIABLE WIDTH
RIGHT OF WAY)



Date: Aug 18, 2023, 6:32am User ID: vzurcher
File: H:\Survey\Civil\50892-87\Exhibits\EX50892-87_8.04Ac_Annexation_R1.dwg

AUGUST 18, 2023

JOB No.:

SHEET 1 OF 2

50892-87

Date: Aug 18, 2023, 6:27am User ID: vzurcher
 File: H:\Survey\Civil\50892-87\Exhibits\EX50892-87_8.04Ac_Annexation_R1.dwg

LINE TABLE		
LINE	BEARING	LENGTH
L1	S42°30'05"W	139.98'
L2	S22°44'16"E	110.12'
L3	S00°04'35"W	558.69'
L4	S03°31'32"W	68.26'
L5	S11°16'04"W	100.09'
L6	S20°43'48"W	99.96'
L7	S30°17'36"W	100.11'
L8	S39°48'26"W	100.02'
L9	S46°57'39"W	48.65'
L10	S49°02'19"W	320.75'
L11	N52°54'00"W	124.58'
L12	N35°55'44"E	248.14'
L13	S50°09'16"E	55.01'
L14	N58°31'44"E	208.41'
L15	N10°10'44"E	200.02'
L16	N00°08'16"W	601.12'
L17	N61°04'44"E	336.31'

EXHIBIT OF

AN 8.04 ACRE TRACT, SITUATED IN THE B.F. DAVIS SURVEY, SECTION NO. 73, ABSTRACT NO. 2280, IN THE IA HAMPTON SURVEY, SECTION NO. 56, ABSTRACT NO. 2682 AND OUT OF THE C.G. SETTLE SURVEY, SECTION NO. 632, ABSTRACT NO. 2201, BEING OUT OF A REMNANT PORTION OF A CALLED 2144.875 ACRE TRACT CONVEYED TO TRAVISSO, LTD., RECORDED IN DOCUMENT NO. 2013056181 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	237.82'	36°45'09"	N37°01'40"W	149.95'	152.55'



AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
 10801 N MOPAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78759 | 512.454.8711
 TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028801

AUGUST 18, 2023

JOB No.:

SHEET 2 OF 2

50892-87

FIELD NOTES
FOR ANNEXATION TRACT

AN 8.04 ACRE TRACT, SITUATED IN THE B.F. DAVIS SURVEY, SECTION NO. 73, ABSTRACT NO. 2280, IN THE IA HAMPTON SURVEY, SECTION NO. 56, ABSTRACT NO. 2682 AND OUT OF THE C.G. SETTLE SURVEY, SECTION NO. 632, ABSTRACT NO. 2201, BEING A PORTION OF BUCK RUN, A 60-FOOT RIGHT OF WAY, AND BEING OUT OF A REMNANT PORTION OF A CALLED 2144.875 ACRE TRACT CONVEYED TO TRAVISSO, LTD., RECORDED IN DOCUMENT NO. 2013056181 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. SAID 8.04 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE:

BEGINNING at a ½" iron rod found at the northwest terminus of Whitetail Pass, a 50-foot right-of-way recorded in Cross Creek Phase One, a subdivision according to the plat recorded in Volume 65, Page 76 of the Plat Records of Travis County, Texas, said point being the north corner of said Cross Creek Phase One, same being an angle point in the southeast boundary line of said 2144.875-acre tract for the northeast corner and **POINT OF BEGINNING** hereof;

THENCE departing the southwest right-of-way line of said Whitetail Pass, with the southeast boundary line of said 2144.875-acre tract, same being the northwest boundary line of said Cross Creek Phase One the following nine (9) courses and distances:

1. **S 42°30'05" W**, a distance of **139.98 feet** to a ½" iron rod found for an angle point hereof,
2. **S 22°44'16" E**, a distance of **110.12 feet** to an iron rod with cap marked "Sendero" found for an angle point hereof,
3. **S 00°04'35" W**, a distance of **558.69 feet** to a ½" iron rod found for an angle point hereof,
4. **S 03°31'32" W**, a distance of **68.26 feet** to a ½" iron rod found for an angle point hereof,
5. **S 11°16'04" W**, a distance of **100.09 feet** to a ½" iron rod found for an angle point hereof,
6. **S 20°43'48" W**, a distance of **99.96 feet** to a ½" iron rod found for an angle point hereof,
7. **S 30°17'36" W**, a distance of **100.11 feet** to a ½" iron rod found for an angle point hereof,
8. **S 39°48'26" W**, a distance of **100.02 feet** to a ½" iron rod found for an angle point hereof, and
9. **S 46°57'39" W**, a distance of **48.65 feet** to an iron rod with cap marked "Sendero" found for an angle point hereof, and

THENCE S 49°02'19" W, continuing with the southeast boundary line of said 2144.875-acre tract, same being the northwest boundary line of said Cross Creek Phase One, and, in part, with the northwest terminus of Buck Run, a 60-foot right-of-way, a distance of **320.75 feet** to a ½" iron rod found on a point of curvature in an east boundary line of said 2144.875-acre tract, same being the northwest terminus of said Buck Run;

THENCE along the arc of a curve to the left, departing the west right-of-way line of said Buck Run, through the interior of said 2144.875-acre tract, said curve having a **radius of 237.82 feet**, a **central angle of 36°45'09"**, a **chord bearing and distance of N 37°01'40" W, 149.95 feet**, for an **arc length of 152.55 feet** to a calculated point of tangency hereof;

THENCE continuing through the interior of said 2144.875-acre tract the following seven (7) courses and distances:

1. **N 52°54'00" W**, a distance of **124.58 feet** to a calculated point for the westernmost corner hereof,
2. **N 35°55'44" E**, a distance of **248.14 feet** to a calculated angle point hereof,
3. **S 50°09'16" E**, a distance of **55.01 feet** to a calculated angle point hereof,
4. **N 58°31'44" E**, a distance of **208.41 feet** to a calculated angle point hereof,
5. **N 10°10'44" E**, a distance of **200.02 feet** to a calculated angle point hereof,
6. **N 00°08'16" W**, a distance of **601.12 feet** to a calculated point for the northwest corner hereof, and
7. **N 61°04'44" E**, a distance of **336.31 feet** to the **POINT OF BEGINNING** and containing 8.04 acres in Travis County, Texas. Said tract being described in accordance with an exhibit prepared under Job No. 50892-87 by Pape Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: August 18, 2023
JOB No.: 50892-87
DOC.ID.: H:\Survey\CIVIL\50892-87\Exhibits\
Word\FN50892-87_8.04Ac_Annexation_R1.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-01



Exhibit B

Service Agreement

[SEE ATTACHED]

STATE OF TEXAS

§

COUNTY OF TRAVIS

§

§

**REQUEST & PETITION TO THE CITY COUNCIL OF THE CITY OF LEANDER
FOR ANNEXATION OF PROPERTY**

WHEREAS, the undersigned is the owner of a certain area of land located within Travis County, Texas, such property being more particularly described hereinafter by true and correct legal description (the, "Subject Property"); and

WHEREAS, the undersigned has sought the annexation of the Subject Property by the City of Leander, Texas, (hereinafter sometimes referred to as "City"), in order to obtain the benefits of City services to the Subject Property by the City; and

WHEREAS, the Subject Property is contiguous and adjacent to the corporate limits of the City; and

WHEREAS, the City, pursuant to §43.003, *Tex. Loc. Gov't. Code* and the request of the property owner, is authorized to annex the Subject Property; and

WHEREAS, pursuant to §43.0672, *Tex. Loc. Gov't. Code*, the City and the undersigned have negotiated and entered into a written agreement for the provision of services to the Subject Property, said agreement being attached hereto as **Exhibit A** and incorporated by reference herein; and

WHEREAS, the undersigned agrees and consents to the annexation of the Subject Property by the City and further agrees to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted.

NOW THEREFORE, the undersigned by this Petition and Request:

SECTION ONE: Requests the City Council of the City to commence annexation proceedings and to annex into the corporate limits of the City of Leander, Texas, of all portions of the Subject Property described as follows:

8.04 acre tract, situated in the B.F. Davis Survey, Section No. 73, Abstract No. 2280, in the Hampton Survey IA Hampton Survey, Section No. 56, Abstract No. 2682 and out of the C.G. Settle Survey, Section No. 632, Abstract No. 2201, being out of a remnant portion of a called 2144.875 acre tract conveyed to Travisso, Ltd., recorded in Document No. 2013056181 of the Official Public Records of Travis County, Texas.

SECTION TWO: Requests that after annexation the City provide such services as are legally permissible and provided by the City, including sanitation, water and general governmental

services as set forth in the written agreement regarding the provision of services attached hereto as **Exhibit A**.

SECTION THREE: Acknowledges executing and entering into the agreement, attached hereto as **Exhibit A**, and that such agreement is wholly adequate and acceptable to the undersigned who hereby requests the City Council to proceed with the annexation and to publish notice and hold the requisite public hearing thereon, in accordance with the applicable laws of the State of Texas.

SECTION FOUR: Acknowledges that the undersigned understands and agrees that all City services to the Subject Property will be provided by the City on the same terms and conditions as provided to other similarly situated areas of the City and as provided in the written agreement regarding the provision of services attached hereto as **Exhibit A**.

SECTION FIVE: Agrees that a copy of this Request and Petition may be filed of record in the offices of the City of Leander and in the real property records of Williamson County, Texas, and shall be notice to and binding upon all persons or entities now or hereafter having any interest in the Subject Property.

FILED, this ____ day of _____ 20____, with the City Secretary of the City of Leander, Williamson County, Texas.

Petitioners:

By: 
Name: B. MARK BERMAN
Title: VICE PRESIDENT

FOR TRAVISSO, LTD.
BY: TMC TRAVISSO GP, LLC
IT'S: GENERAL PARTNER

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

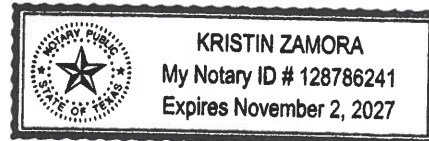
BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared B. Mark Berman, Vice President, owner of the Subject Property and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that they had authority to bind the entity and that they executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 17 day of January 2024.

(SEAL)

Kristin Zamora

Notary Public - State of Texas



STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____, owner of the Subject Property and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that they had authority to bind the entity and that they executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ____ day of _____ 20____.

(SEAL)

Notary Public - State of Texas

Exhibit A
SERVICE AGREEMENT
(SEE ATTACHED)

AGREEMENT REGARDING POST-ANNEXATION PROVISION OF SERVICES FOR PROPERTY TO BE ANNEXED INTO THE CITY OF LEANDER

This Agreement is entered into by and between the City of Leander, Texas, a municipal corporation ("City"), and Trivisso, Ltd. ("Landowners"). The City and the Landowners may be referred to herein singularly as "Party" or collectively as the "Parties."

RECITALS

WHEREAS, upon the request of the Landowners, the City intends to institute annexation proceedings for an area of land described more in **Exhibit A** and attached hereto and incorporated by reference herein, less and except any property previously annexed by the City (the, "Subject Property"); and

WHEREAS, Section 43.0672, Loc. Gov't. Code, requires the Parties to enter into a written agreement identifying a list of public services to be provided to the Subject Property and a schedule for the provision of those services that are not otherwise provided on the effective date of the annexation; and

WHEREAS, this Agreement is being entered into by and between the Parties to comply with Texas Local Government Code, Chapter 43, Sub-Chapter C-3, Section 43.0672, prior to the City's consideration of an ordinance annexing the Subject Property, it being understood, acknowledged and agreed by the Parties that annexation of the Subject Property is a condition precedent to this Agreement becoming effective; and

WHEREAS, this Agreement shall be deemed effective on the effective date of an ordinance approved by the City annexing the Subject Property (hereinafter, the "Effective Date"); and

WHEREAS, the Subject Property is not included in the municipal annexation plan and is exempt from the requirements thereof; and

WHEREAS, the infrastructure provided for herein and that are existing are sufficient to service the Subject Property on the same terms and conditions as other similarly situated properties currently within the City limits and no capital improvements are required to offer municipal services on the same terms and conditions as other similarly situated properties within the City; and

WHEREAS, it is found that all statutory requirements have been satisfied and the City is authorized by *Chapter 43, Loc. Gov't. Code*, to annex the Subject Property into the City; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

The following services and schedule represent the provision of services agreed to between the Landowners of the Subject Property and the City establishing a program under which the City will provide municipal services to the Subject Property, as required by section 43.0672 of the Texas Local

Government Code. The services detailed herein will be provided at a level consistent with service levels provided to other similarly situated areas within the City.

The following services will be provided for the Subject Property on the Effective Date of annexation:

- (2) **General Municipal Services.** Pursuant to the requests of the owner and this Agreement, the following services shall be provided immediately from the effective date of the annexation:

2. Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City. Upon annexation, police protection will be provided to the Subject Property at a level consistent with the service to other areas of the City with similar population density and characteristics. The City's police services include neighborhood patrols, criminal investigations, crime prevention, community services and school programs.

B. Fire protection and Emergency Medical Services as follows:

Fire protection by the present personnel and equipment of the City fire fighting force and the volunteer fire fighting force with the limitations of water available. Radio response for Emergency Medical Services with the present personnel and equipment.

C. Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City. The City provides residential solid waste collection services within the City limits for a fee under a contract between the City and private refuse collection operator. The residential solid waste collection services include garbage collection, recycling, bulky item collection and yard waste collection. Commercial solid waste collection services are also available. This service will be provided for a fee to any person within the Subject Property requesting the service after the Effective Date of annexation, provided that a privately owned solid waste management service provider is unavailable. If the Subject Property is already receiving service, the City may not prohibit solid waste collection by the privately owned solid waste management service provider, nor may the City offer solid waste collection services for a period of two (2) years following the Effective Date of the annexation unless a privately owned solid waste management service provider is or becomes unavailable, as established by Texas Local Government Code section 43.0661. If a landowner uses the services of a privately owned solid waste management service provider or services are available from a privately owned solid waste management service provider during the two (2) years following annexation, the City will not provide solid waste collection services to that landowner.

D. Animal control as follows:

Service by present personnel, equipment and facilities or by contract with a third party, as provided within the City.

E. Maintenance of City-owned parks and playgrounds within the City.

F. Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities. Municipal Court and General Administration services will also be available to property owners and residents in the Subject Property on the same basis those facilities are available to current City property owners and residents.

G. Maintenance of other City facilities, buildings, and service.

H. Land use regulation as follows:

On the effective date of annexation, the zoning jurisdiction of the City shall be extended to include the annexed area, and the use of all property therein shall be grandfathered; and shall be temporarily zoned "SFR-1-B" with the intent to rezone the Subject Property upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the Subject Property at future times in response to requests submitted by the Landowners or authorized city staff. The City will impose and enforce its adopted ordinances, including but not limited to, zoning, subdivision development, site development and building code regulations within the Subject Property upon the Effective Date of the annexation. Enforcement will be in accordance with City ordinances. Development plans and plats for projects within the Subject Property will be reviewed for compliance with City standards.

(2) **Scheduled Municipal Services.** Due to the size and vacancy of the Subject Property, the plans and schedule for the development of the Subject Property, the following municipal services will be provided on a schedule and at increasing levels of service as provided herein:

2. Water service and maintenance of water facilities as follows:

(2) Inspection of water distribution lines as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the Subject Property, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity ("CCN") for the Subject Property, or portions thereof as applicable, or absent a water CCN, by the utility in whose jurisdiction the Subject Property, or portions thereof as applicable, is located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. If connected to the City's water utility system, the Subject Property's owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the Subject Property as required in City ordinances. Upon acceptance of the water lines within the Subject Property and any off-site improvements, water service will be provided by the City utility department

on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a water well that is in use on the effective date of the annexation and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the Subject Property's owner requests and is able to connect to the City's water utility system.

B. Wastewater service and maintenance of wastewater service as follows:

(2) Inspection of sewer lines as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the subjects property, or applicable portions thereof, by the utility holding a wastewater CCN for the Subject Property, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the Subject Property, or portions thereof as applicable, is located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City's wastewater utility system, the Subject Property's owner shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the Subject Property as required in City ordinances. Upon acceptance of the wastewater lines within the Subject Property and any off-site improvements, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The wastewater system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a septic system that is in use on the effective date of the annexation and is in compliance with all applicable rules and regulations shall be permitted and such use may continue until the Subject Property owner requests and is able to connect to the City's wastewater utility system.

C. Maintenance of streets and rights-of-way as appropriate as follows:

(2) Provide maintenance services on existing public streets within the Subject Property and other streets that are hereafter constructed and finally accepted by the City. The maintenance of the streets and roads will be limited as follows:

- (2) Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.; and

- (B) Routine maintenance as presently performed by the City.

(ii) The City will maintain existing public streets within the Subject Property, and following installation and acceptance of new roadways by the City as provided by city ordinance, including any required traffic signals, traffic signs, street markings, other traffic control devices and street lighting, the City will maintain such newly constructed public streets, roadways and rights-of-way within the boundaries of the Subject Property, as follows:

- (2) As provided in C(i)(A)&(B) above;

- (B) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies;

- © Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards; and

- (D) Installation and maintenance of street lighting in accordance with established policies of the City;

(iii) The outer boundaries of the Subject Property abut existing roadways. The Landowners agree that no improvements are required on such roadways to service the Subject Property.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: None. Upon development of the Subject Property or redevelopment, the Landowners will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the Subject Property the same as similarly situated properties. When deemed necessary, capital improvement acquisition or construction will occur in accordance with applicable ordinances and regulations and the adopted capital improvement plans of the City, as applicable and amended, which are incorporated herein by reference.

(4) **Term.** If not previously expired, this agreement expires at the end of ten (10) years.

(5) **Property Description.** The legal description of the Subject Property is as set forth in the Annexation Ordinance and exhibits attached to the Annexation Ordinance to which this Agreement is attached.

(6) **Binding Effect/Authority.** This Agreement binds and inures to the benefit of the Parties and

their respective heirs, successors, and permitted assigns. Each Party further warrants that each signatory to this Agreement is legally authorized to bind the respective individual or entity for the purposes established herein.

(7) **Choice of Law.** This Agreement will be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. Venue for any dispute shall lie exclusively in Williamson County, Texas.

(8) **Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all signatory Parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

(9) **Legal Construction.** If any provision in this Agreement is for any reason found to be unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the Parties, the unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of the Agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the Parties by reason of authorship or origin of language.

(10) **Entire Agreement.** This Agreement contains the entire Agreement between the Parties relating to the rights herein granted and the obligations herein assumed and cannot be varied except by written agreement of the Parties. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the Party to be charged.

EXECUTED and AGREED to by the Parties this the ____ day of _____, 20__.

ATTEST:

THE CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Isaac Turner, III, City Manager

LANDOWNER(S): TRAVISSO, LTD.
BY: TMC TRAVISSO GP, LLC
IT'S: GENERAL PARTNER

BY: Name (print): B. MARK BERMAN



Title: VICE PRESIDENT

Date: 1/17/24

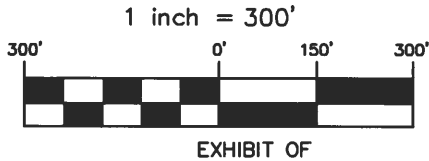
Name (print):

Title:

Date:

Subject Property

(see attached)



B.F. DAVIS
SECTION NO. 73
ABSTRACT No. 2280

AN 8.04 ACRE TRACT, SITUATED IN THE B.F. DAVIS SURVEY, SECTION NO. 73, ABSTRACT NO. 2280, IN THE IA HAMPTON SURVEY, SECTION NO. 56, ABSTRACT NO. 2682 AND OUT OF THE C.G. SETTLE SURVEY, SECTION NO. 632, ABSTRACT NO. 2201, BEING OUT OF A REMNANT PORTION OF A CALLED 2144.875 ACRE TRACT CONVEYED TO TRAVISSO, LTD., RECORDED IN DOCUMENT NO. 2013056181 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

APPROXIMATE CITY
LIMITS OF CEDAR PARK

8.04 ACRES

A REMNANT PORTION OF A
CALLED 2144.875 ACRE TRACT
OWNER: TRAVISSO, LTD.
DOC. NO. 2013056181
(O.P.R.T.C.)

IA HAMPTON
SURVEY
SECTION NO. 56
ABSTRACT No. 2682

APPROXIMATE CITY
LIMITS OF CEDAR PARK

APPROXIMATE CITY
LIMITS OF LEANDER

LEGEND:

O.P.R.T.C. OFFICIAL PUBLIC RECORDS OF
TRAVIS COUNTY, TEXAS
P.R.T.C. PLAT RECORDS OF TRAVIS
COUNTY TEXAS
P.O.B. POINT OF BEGINNING
FD. FOUND
I.R. IRON ROD
VOL. VOLUME
PG. PAGE
DOC. NO. DOCUMENT NUMBER
FOUND IRON ROD (AS NOTED)

NOTES:

1. THE PROFESSIONAL SERVICES PROVIDED HERewith INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00.
3. ADJOINERS SHOWN FOR INFORMATIONAL PURPOSES ONLY.

**PAPE-DAWSON
ENGINEERS**

AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
10801 N MOPAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78759 | 512.454.8711
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028801

P.O.B.
FD. ½" I.R.

FD. ½" I.R.

FD. I.R.(SENDERO)

FD. ½" I.R.

FD. ½" I.R.

FD. ½" I.R.

FD. ½" I.R.

FD. ½" I.R.

FD. I.R.(SENDERO)

FD. ½" I.R.

CROSS CREEK PHASE ONE
VOL. 65, PG. 76 (P.R.T.C.)

C.G. SETTLE
SURVEY
SECTION NO. 632
ABSTRACT No. 2201



F.M. 1431
(A VARIABLE WIDTH
RIGHT OF WAY)

AUGUST 18, 2023

JOB No.:

50892-87

SHEET 1 OF 2

Date: Aug 18, 2023 6:27am User ID: vzurcher
 File: H:\Survey\Civil\50892-87\Exhibits\EX50892-87_8.04a_Annexation_P1.dwg

LINE TABLE		
LINE	BEARING	LENGTH
L1	S42°30'05"W	139.98'
L2	S22°44'16"E	110.12'
L3	S00°04'35"W	558.69'
L4	S03°31'32"W	68.26'
L5	S11°16'04"W	100.09'
L6	S20°43'48"W	99.96'
L7	S30°17'36"W	100.11'
L8	S39°48'26"W	100.02'
L9	S46°57'39"W	48.65'
L10	S49°02'19"W	320.75'
L11	N52°54'00"W	124.58'
L12	N35°55'44"E	248.14'
L13	S50°09'16"E	55.01'
L14	N58°31'44"E	208.41'
L15	N10°10'44"E	200.02'
L16	N00°08'16"W	601.12'
L17	N61°04'44"E	336.31'

EXHIBIT OF

AN 8.04 ACRE TRACT, SITUATED IN THE B.F. DAVIS SURVEY, SECTION NO. 73, ABSTRACT NO. 2280, IN THE IA HAMPTON SURVEY, SECTION NO. 56, ABSTRACT NO. 2682 AND OUT OF THE C.G. SETTLE SURVEY, SECTION NO. 632, ABSTRACT NO. 2201, BEING OUT OF A REMNANT PORTION OF A CALLED 2144.875 ACRE TRACT CONVEYED TO TRAVISSO, LTD., RECORDED IN DOCUMENT NO. 2013056181 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	237.82'	36°45'09"	N37°01'40"W	149.95'	152.55'



AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
 10801 N MOPAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78758 | 512.454.8711
 TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10029801

AUGUST 18, 2023

JOB No.:

50892-87

SHEET 2 OF 2

FIELD NOTES
FOR ANNEXATION TRACT

AN 8.04 ACRE TRACT, SITUATED IN THE B.F. DAVIS SURVEY, SECTION NO. 73, ABSTRACT NO. 2280, IN THE IA HAMPTON SURVEY, SECTION NO. 56, ABSTRACT NO. 2682 AND OUT OF THE C.G. SETTLE SURVEY, SECTION NO. 632, ABSTRACT NO. 2201, BEING A PORTION OF BUCK RUN, A 60-FOOT RIGHT OF WAY, AND BEING OUT OF A REMNANT PORTION OF A CALLED 2144.875 ACRE TRACT CONVEYED TO TRAVISSO, LTD., RECORDED IN DOCUMENT NO. 2013056181 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. SAID 8.04 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE:

BEGINNING at a ½" iron rod found at the northwest terminus of Whitetail Pass, a 50-foot right-of-way recorded in Cross Creek Phase One, a subdivision according to the plat recorded in Volume 65, Page 76 of the Plat Records of Travis County, Texas, said point being the north corner of said Cross Creek Phase One, same being an angle point in the southeast boundary line of said 2144.875-acre tract for the northeast corner and **POINT OF BEGINNING** hereof;

THENCE departing the southwest right-of-way line of said Whitetail Pass, with the southeast boundary line of said 2144.875-acre tract, same being the northwest boundary line of said Cross Creek Phase One the following nine (9) courses and distances:

1. **S 42°30'05" W**, a distance of **139.98 feet** to a ½" iron rod found for an angle point hereof,
2. **S 22°44'16" E**, a distance of **110.12 feet** to an iron rod with cap marked "Sendero" found for an angle point hereof,
3. **S 00°04'35" W**, a distance of **558.69 feet** to a ½" iron rod found for an angle point hereof,
4. **S 03°31'32" W**, a distance of **68.26 feet** to a ½" iron rod found for an angle point hereof,
5. **S 11°16'04" W**, a distance of **100.09 feet** to a ½" iron rod found for an angle point hereof,
6. **S 20°43'48" W**, a distance of **99.96 feet** to a ½" iron rod found for an angle point hereof,
7. **S 30°17'36" W**, a distance of **100.11 feet** to a ½" iron rod found for an angle point hereof,
8. **S 39°48'26" W**, a distance of **100.02 feet** to a ½" iron rod found for an angle point hereof, and
9. **S 46°57'39" W**, a distance of **48.65 feet** to an iron rod with cap marked "Sendero" found for an angle point hereof, and

THENCE S 49°02'19" W, continuing with the southeast boundary line of said 2144.875-acre tract, same being the northwest boundary line of said Cross Creek Phase One, and, in part, with the northwest terminus of Buck Run, a 60-foot right-of-way, a distance of **320.75 feet** to a ½" iron rod found on a point of curvature in an east boundary line of said 2144.875-acre tract, same being the northwest terminus of said Buck Run;

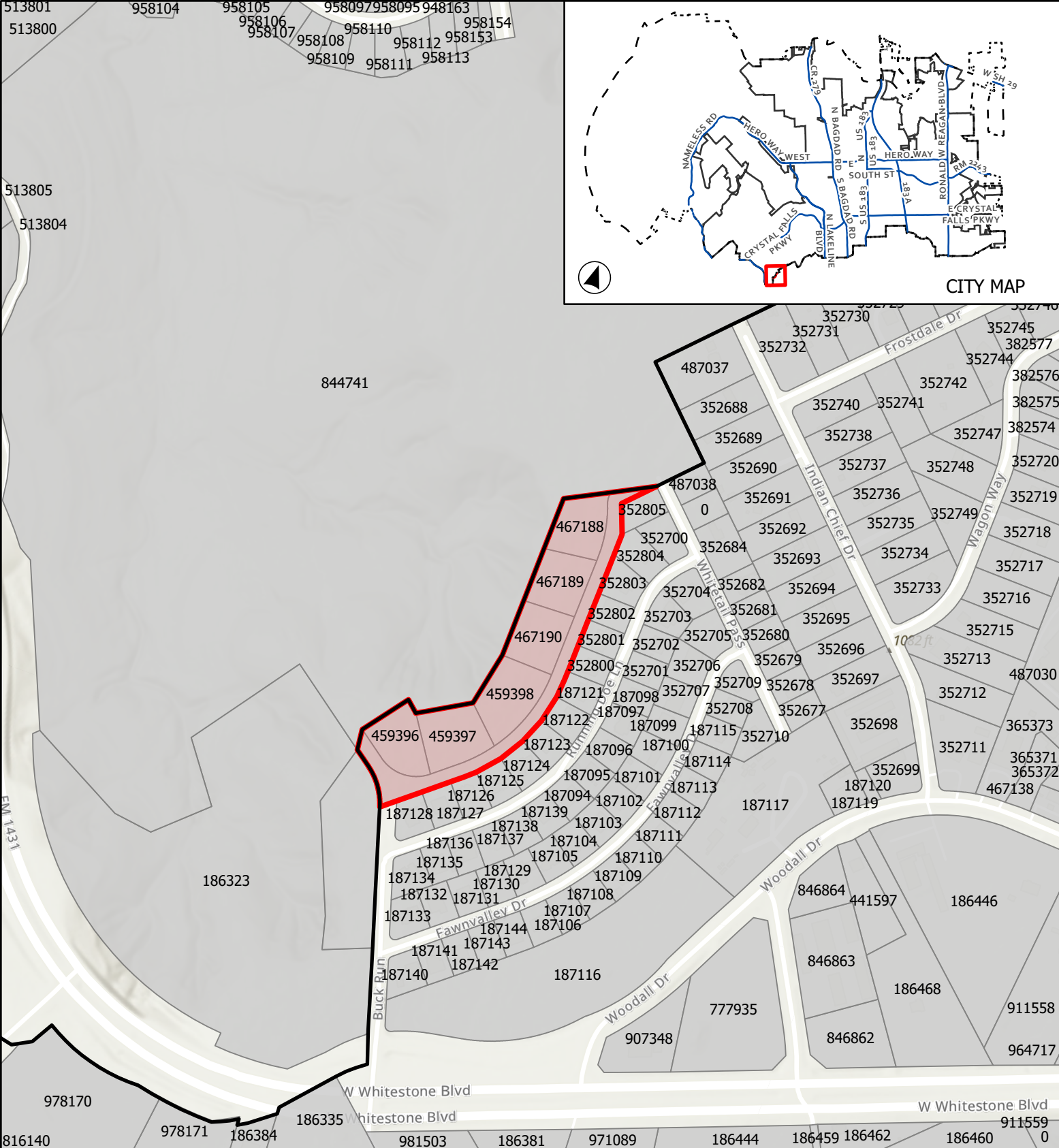
THENCE along the arc of a curve to the left, departing the west right-of-way line of said Buck Run, through the interior of said 2144.875-acre tract, said curve having a **radius of 237.82 feet**, a **central angle of 36°45'09"**, a **chord bearing and distance of N 37°01'40" W, 149.95 feet**, for an **arc length of 152.55 feet** to a calculated point of tangency hereof;

THENCE continuing through the interior of said 2144.875-acre tract the following seven (7) courses and distances:

1. **N 52°54'00" W**, a distance of **124.58 feet** to a calculated point for the westernmost corner hereof,
2. **N 35°55'44" E**, a distance of **248.14 feet** to a calculated angle point hereof,
3. **S 50°09'16" E**, a distance of **55.01 feet** to a calculated angle point hereof,
4. **N 58°31'44" E**, a distance of **208.41 feet** to a calculated angle point hereof,
5. **N 10°10'44" E**, a distance of **200.02 feet** to a calculated angle point hereof,
6. **N 00°08'16" W**, a distance of **601.12 feet** to a calculated point for the northwest corner hereof, and
7. **N 61°04'44" E**, a distance of **336.31 feet** to the **POINT OF BEGINNING** and containing 8.04 acres in Travis County, Texas. Said tract being described in accordance with an exhibit prepared under Job No. 50892-87 by Pape Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: August 18, 2023
JOB No.: 50892-87
DOC.ID.: H:\Survey\CIVIL\50892-87\Exhibits\
Word\FN50892-87_8.04Ac_Annexation_R1.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-01





CASE: A-23-0010

ATTACHMENT 2

TRAVISSO VOLUNTARY ANNEXATION

Location Map



 City Limits

[-] ETJ Boundary

 Subject Boundary

0 220 440

Feet

Page 276 of 321

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

Schedule for Voluntary Annexation 8.04 +/- ACRES IN TRAVIS COUNTY

[illegible]

Thursday, March 21, 2024 Or at a special called meeting after the First Reading; Or within 90 days of First Reading. Tuesday March 12, 2024 – Council packet deadline	SECOND & FINAL READING OF ORDINANCE <i>REGULAR MEETING</i>	Second reading of annexation Ordinance – City Charter, Section 4.06(c)
Within 30 days of Second Reading	CITY SENDS COPY OF MAP showing boundary changes to County Voter Registrar in a format that is compatible with mapping format used by registrar	Elec. Code §42.0615
Within 60 days of Second Reading	CITY PROVIDES CERTIFIED COPY OF ORDINANCE AND MAPS TO: 1. County Clerk 2. County Appraisal District 3. County Tax Assessor Collector 4. 911 Addressing 5. Sheriff's Office 6. City Department Heads 7. State Comptroller 8. Franchise Holders ESD - if annexed area located in district and city intends to remove the area from the district and be the sole provider of emergency services; See Health and Safety Code, Section 775.022	Williamson County ESD No. 5: Notice must be sent to the secretary of the ESD board by certified mail, return receipt requested, as applicable <i>Leander is located in Williamson and Travis Counties. Confirm which ESD needs notice of disannexation.</i>

*Dates in **BOLD** are **MANDATORY** dates to follow. Please advise of schedule deviation.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS ANNEXING 8.04 ACRES OF LAND, MORE OR LESS, LOCATED IN TRAVIS COUNTY INTO THE CORPORATE LIMITS OF THE CITY, AT THE REQUEST OF THE PROPERTY OWNER; APPROVING AN AGREEMENT FOR THE PROVISION OF SERVICES FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, the City of Leander, Texas, is a home-rule municipality authorized by State law to annex territory lying adjacent and contiguous to the City;

WHEREAS, the owners of the property, as hereinafter described, made written request for the City to annex such property in compliance with the *Tex. Loc. Gov't. Code*;

WHEREAS, the property is adjacent and contiguous to the present city limits;

WHEREAS, the City Council heard and has decided to grant the owners' request that the City annex said property;

WHEREAS, a public hearing was conducted prior to consideration of this Ordinance in accordance with §43.0673 of the *Tex. Loc. Gov't. Code*;

WHEREAS, notice of the public hearing was published not more than twenty (20) nor less than ten (10) days prior to the public hearing;

WHEREAS, the City intends to provide services to the property to be annexed according to the agreement for the provision of services attached hereto as **Exhibit "B"**.

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

SECTION 1. That all of the above premises and findings of fact are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2. All portions of the following described properties (hereinafter referred to as the "Annexed Property"), not previously annexed into the City, including the abutting streets, roadways and rights-of-way, are hereby annexed into the corporate limits of the City of Leander:

8.04 acre tract, situated in the B.F. Davis Survey, Section No. 73, Abstract No. 2280, in the Hampton Survey IA Hampton Survey, Section No. 56, Abstract No. 2682 and out of the C.G. Settle Survey, Section No. 632, Abstract No. 2201, being out of a remnant portion of a called 2144.875 acre tract conveyed to Travisso, Ltd., recorded in Document No. 2013056181 of the Official Public Records of Travis County, Texas. being more particularly described in **Exhibit A** attached hereto and

incorporated herein for all purposes.

SECTION 3. That the provision of services agreement submitted herewith is hereby approved as part of this Ordinance, made a part hereof and attached hereto as **Exhibit B.**

SECTION 4. That the future owners and inhabitants of the Annexed Property shall be entitled to all of the rights and privileges of the City as set forth in the provisions of services agreement attached hereto as **Exhibit B.** and are further bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be hereafter adopted.

SECTION 5. That the official map and boundaries of the City, heretofore adopted and amended be and hereby are amended so as to include the Annexed Property as part of the City of Leander.

SECTION 6. That the Annexed Property shall be temporarily zoned District “SFR-1-B” as provided in the City Zoning Ordinance, as amended, until permanent zoning is established therefore.

SECTION 7. That if any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 8. That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov’t. Code*.

SECTION 9. 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, Tex. Gov’t. Code*.

PASSED AND APPROVED on First Reading this 7th day of March, 2024.

FINALLY PASSED AND APPROVED on this 21st day of March, 2024.

ATTEST:

CITY OF LEANDER, TEXAS

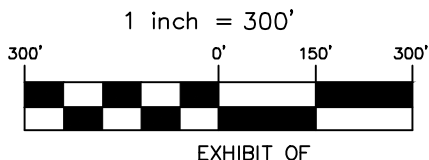
Dara Crabtree, City Secretary

Christine DeLisle, Mayor

Exhibit A

PROPERTY DESCRIPTION

[SEE ATTACHED]



B.F. DAVIS
SECTION NO. 73
ABSTRACT No. 2280

AN 8.04 ACRE TRACT, SITUATED IN THE B.F. DAVIS SURVEY, SECTION NO. 73, ABSTRACT NO. 2280, IN THE IA HAMPTON SURVEY, SECTION NO. 56, ABSTRACT NO. 2682 AND OUT OF THE C.G. SETTLE SURVEY, SECTION NO. 632, ABSTRACT NO. 2201, BEING OUT OF A REMNANT PORTION OF A CALLED 2144.875 ACRE TRACT CONVEYED TO TRAVISSO, LTD., RECORDED IN DOCUMENT NO. 2013056181 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

APPROXIMATE CITY
LIMITS OF CEDAR PARK

8.04 ACRES

A REMNANT PORTION OF A
CALLED 2144.875 ACRE TRACT
OWNER: TRAVISSO, LTD.
DOC. NO. 2013056181
(O.P.R.T.C.)

IA HAMPTON
SURVEY
SECTION NO. 56
ABSTRACT No. 2682

APPROXIMATE CITY
LIMITS OF CEDAR PARK

APPROXIMATE CITY
LIMITS OF LEANDER

LEGEND:

O.P.R.T.C. OFFICIAL PUBLIC RECORDS OF
TRAVIS COUNTY, TEXAS
P.R.T.C. PLAT RECORDS OF TRAVIS
COUNTY TEXAS
P.O.B. POINT OF BEGINNING
FD. FOUND
I.R. IRON ROD
VOL. VOLUME
PG. PAGE
DOC. NO. DOCUMENT NUMBER
● FOUND IRON ROD (AS NOTED)

NOTES:

1. THE PROFESSIONAL SERVICES PROVIDED HEREWITH INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00.
3. ADJOINERS SHOWN FOR INFORMATIONAL PURPOSES ONLY.

**PAPE-DAWSON
ENGINEERS**

AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
10801 N MOPAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78759 | 512.454.8711
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028801

P.O.B.
FD. ½" I.R.

L17

FD. ½" I.R.

L2

FD. I.R.(SENDERO)

L3

FD. ½" I.R.

L4

FD. ½" I.R.

L5

FD. ½" I.R.

L6

FD. ½" I.R.

L7

FD. ½" I.R.

L8

FD. I.R.(SENDERO)

L9

FD. ½" I.R.

L10

FD. ½" I.R.

L11

FD. ½" I.R.

L12

FD. ½" I.R.

L13

FD. ½" I.R.

L14

FD. ½" I.R.

L15

FD. ½" I.R.

L16

FD. ½" I.R.

L17

FD. ½" I.R.

L1

FD. ½" I.R.

L2

FD. I.R.(SENDERO)

L3

FD. ½" I.R.

L4

FD. ½" I.R.

L5

FD. ½" I.R.

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FD. ½" I.R.

L7

FD. ½" I.R.

L8

FD. I.R.(SENDERO)

L9

FD. ½" I.R.

L10

FD. ½" I.R.

L11

FD. ½" I.R.

WHITETAIL PASS
(A CALLED 50-FOOT RIGHT OF WAY)
CROSS CREEK PHASE ONE
VOL. 65, PG. 76 (P.R.T.C.)

CROSS CREEK PHASE ONE
VOL. 65, PG. 76 (P.R.T.C.)

C.G. SETTLE
SURVEY
SECTION NO. 632
ABSTRACT No. 2201

BUCK RUN
(A 60-FOOT RIGHT OF WAY)

F.M. 1431
(A VARIABLE WIDTH
RIGHT OF WAY)



Date: Aug 18, 2023, 6:32am User ID: vzurcher
File: H:\Survey\Civil\50892-87\Exhibits\EX50892-87_8.04Ac_Annexation_R1.dwg

AUGUST 18, 2023

JOB No.:

50892-87

SHEET 1 OF 2

Date: Aug 18, 2023, 6:27am User ID: vzurcher
 File: H:\Survey\Civil\50892-87\Exhibits\EX50892-87_8.04Ac_Annexation_R1.dwg

LINE TABLE		
LINE	BEARING	LENGTH
L1	S42°30'05"W	139.98'
L2	S22°44'16"E	110.12'
L3	S00°04'35"W	558.69'
L4	S03°31'32"W	68.26'
L5	S11°16'04"W	100.09'
L6	S20°43'48"W	99.96'
L7	S30°17'36"W	100.11'
L8	S39°48'26"W	100.02'
L9	S46°57'39"W	48.65'
L10	S49°02'19"W	320.75'
L11	N52°54'00"W	124.58'
L12	N35°55'44"E	248.14'
L13	S50°09'16"E	55.01'
L14	N58°31'44"E	208.41'
L15	N10°10'44"E	200.02'
L16	N00°08'16"W	601.12'
L17	N61°04'44"E	336.31'

EXHIBIT OF

AN 8.04 ACRE TRACT, SITUATED IN THE B.F. DAVIS SURVEY, SECTION NO. 73, ABSTRACT NO. 2280, IN THE IA HAMPTON SURVEY, SECTION NO. 56, ABSTRACT NO. 2682 AND OUT OF THE C.G. SETTLE SURVEY, SECTION NO. 632, ABSTRACT NO. 2201, BEING OUT OF A REMNANT PORTION OF A CALLED 2144.875 ACRE TRACT CONVEYED TO TRAVISSO, LTD., RECORDED IN DOCUMENT NO. 2013056181 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	237.82'	36°45'09"	N37°01'40"W	149.95'	152.55'



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 TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028801

AUGUST 18, 2023

JOB No.:

SHEET 2 OF 2

50892-87

FIELD NOTES
FOR ANNEXATION TRACT

AN 8.04 ACRE TRACT, SITUATED IN THE B.F. DAVIS SURVEY, SECTION NO. 73, ABSTRACT NO. 2280, IN THE IA HAMPTON SURVEY, SECTION NO. 56, ABSTRACT NO. 2682 AND OUT OF THE C.G. SETTLE SURVEY, SECTION NO. 632, ABSTRACT NO. 2201, BEING A PORTION OF BUCK RUN, A 60-FOOT RIGHT OF WAY, AND BEING OUT OF A REMNANT PORTION OF A CALLED 2144.875 ACRE TRACT CONVEYED TO TRAVISSO, LTD., RECORDED IN DOCUMENT NO. 2013056181 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. SAID 8.04 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE:

BEGINNING at a ½" iron rod found at the northwest terminus of Whitetail Pass, a 50-foot right-of-way recorded in Cross Creek Phase One, a subdivision according to the plat recorded in Volume 65, Page 76 of the Plat Records of Travis County, Texas, said point being the north corner of said Cross Creek Phase One, same being an angle point in the southeast boundary line of said 2144.875-acre tract for the northeast corner and **POINT OF BEGINNING** hereof;

THENCE departing the southwest right-of-way line of said Whitetail Pass, with the southeast boundary line of said 2144.875-acre tract, same being the northwest boundary line of said Cross Creek Phase One the following nine (9) courses and distances:

1. **S 42°30'05" W**, a distance of **139.98 feet** to a ½" iron rod found for an angle point hereof,
2. **S 22°44'16" E**, a distance of **110.12 feet** to an iron rod with cap marked "Sendero" found for an angle point hereof,
3. **S 00°04'35" W**, a distance of **558.69 feet** to a ½" iron rod found for an angle point hereof,
4. **S 03°31'32" W**, a distance of **68.26 feet** to a ½" iron rod found for an angle point hereof,
5. **S 11°16'04" W**, a distance of **100.09 feet** to a ½" iron rod found for an angle point hereof,
6. **S 20°43'48" W**, a distance of **99.96 feet** to a ½" iron rod found for an angle point hereof,
7. **S 30°17'36" W**, a distance of **100.11 feet** to a ½" iron rod found for an angle point hereof,
8. **S 39°48'26" W**, a distance of **100.02 feet** to a ½" iron rod found for an angle point hereof, and
9. **S 46°57'39" W**, a distance of **48.65 feet** to an iron rod with cap marked "Sendero" found for an angle point hereof, and

THENCE S 49°02'19" W, continuing with the southeast boundary line of said 2144.875-acre tract, same being the northwest boundary line of said Cross Creek Phase One, and, in part, with the northwest terminus of Buck Run, a 60-foot right-of-way, a distance of **320.75 feet** to a ½" iron rod found on a point of curvature in an east boundary line of said 2144.875-acre tract, same being the northwest terminus of said Buck Run;

THENCE along the arc of a curve to the left, departing the west right-of-way line of said Buck Run, through the interior of said 2144.875-acre tract, said curve having a **radius of 237.82 feet**, a **central angle of 36°45'09"**, a **chord bearing and distance of N 37°01'40" W, 149.95 feet**, for an **arc length of 152.55 feet** to a calculated point of tangency hereof;

THENCE continuing through the interior of said 2144.875-acre tract the following seven (7) courses and distances:

1. **N 52°54'00" W**, a distance of **124.58 feet** to a calculated point for the westernmost corner hereof,
2. **N 35°55'44" E**, a distance of **248.14 feet** to a calculated angle point hereof,
3. **S 50°09'16" E**, a distance of **55.01 feet** to a calculated angle point hereof,
4. **N 58°31'44" E**, a distance of **208.41 feet** to a calculated angle point hereof,
5. **N 10°10'44" E**, a distance of **200.02 feet** to a calculated angle point hereof,
6. **N 00°08'16" W**, a distance of **601.12 feet** to a calculated point for the northwest corner hereof, and
7. **N 61°04'44" E**, a distance of **336.31 feet** to the **POINT OF BEGINNING** and containing 8.04 acres in Travis County, Texas. Said tract being described in accordance with an exhibit prepared under Job No. 50892-87 by Pape Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: August 18, 2023
JOB No.: 50892-87
DOC.ID.: H:\Survey\CIVIL\50892-87\Exhibits\
Word\FN50892-87_8.04Ac_Annexation_R1.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-01



Exhibit “B”
AGREEMENT REGARDING POST-ANNEXATION PROVISION OF SERVICES
FOR PROPERTY TO BE ANNEXED INTO THE CITY OF LEANDER

[Insert executed Agreement]

AGREEMENT REGARDING POST-ANNEXATION PROVISION OF SERVICES FOR PROPERTY TO BE ANNEXED INTO THE CITY OF LEANDER

This Agreement is entered into by and between the City of Leander, Texas, a municipal corporation ("City"), and Trivisso, Ltd. ("Landowners"). The City and the Landowners may be referred to herein singularly as "Party" or collectively as the "Parties."

RECITALS

WHEREAS, upon the request of the Landowners, the City intends to institute annexation proceedings for an area of land described more in **Exhibit A** and attached hereto and incorporated by reference herein, less and except any property previously annexed by the City (the, "Subject Property"); and

WHEREAS, Section 43.0672, Loc. Gov't. Code, requires the Parties to enter into a written agreement identifying a list of public services to be provided to the Subject Property and a schedule for the provision of those services that are not otherwise provided on the effective date of the annexation; and

WHEREAS, this Agreement is being entered into by and between the Parties to comply with Texas Local Government Code, Chapter 43, Sub-Chapter C-3, Section 43.0672, prior to the City's consideration of an ordinance annexing the Subject Property, it being understood, acknowledged and agreed by the Parties that annexation of the Subject Property is a condition precedent to this Agreement becoming effective; and

WHEREAS, this Agreement shall be deemed effective on the effective date of an ordinance approved by the City annexing the Subject Property (hereinafter, the "Effective Date"); and

WHEREAS, the Subject Property is not included in the municipal annexation plan and is exempt from the requirements thereof; and

WHEREAS, the infrastructure provided for herein and that are existing are sufficient to service the Subject Property on the same terms and conditions as other similarly situated properties currently within the City limits and no capital improvements are required to offer municipal services on the same terms and conditions as other similarly situated properties within the City; and

WHEREAS, it is found that all statutory requirements have been satisfied and the City is authorized by *Chapter 43, Loc. Gov't. Code*, to annex the Subject Property into the City; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

The following services and schedule represent the provision of services agreed to between the Landowners of the Subject Property and the City establishing a program under which the City will provide municipal services to the Subject Property, as required by section 43.0672 of the Texas Local

Government Code. The services detailed herein will be provided at a level consistent with service levels provided to other similarly situated areas within the City.

The following services will be provided for the Subject Property on the Effective Date of annexation:

- (2) **General Municipal Services.** Pursuant to the requests of the owner and this Agreement, the following services shall be provided immediately from the effective date of the annexation:

2. Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City. Upon annexation, police protection will be provided to the Subject Property at a level consistent with the service to other areas of the City with similar population density and characteristics. The City's police services include neighborhood patrols, criminal investigations, crime prevention, community services and school programs.

B. Fire protection and Emergency Medical Services as follows:

Fire protection by the present personnel and equipment of the City fire fighting force and the volunteer fire fighting force with the limitations of water available. Radio response for Emergency Medical Services with the present personnel and equipment.

C. Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City. The City provides residential solid waste collection services within the City limits for a fee under a contract between the City and private refuse collection operator. The residential solid waste collection services include garbage collection, recycling, bulky item collection and yard waste collection. Commercial solid waste collection services are also available. This service will be provided for a fee to any person within the Subject Property requesting the service after the Effective Date of annexation, provided that a privately owned solid waste management service provider is unavailable. If the Subject Property is already receiving service, the City may not prohibit solid waste collection by the privately owned solid waste management service provider, nor may the City offer solid waste collection services for a period of two (2) years following the Effective Date of the annexation unless a privately owned solid waste management service provider is or becomes unavailable, as established by Texas Local Government Code section 43.0661. If a landowner uses the services of a privately owned solid waste management service provider or services are available from a privately owned solid waste management service provider during the two (2) years following annexation, the City will not provide solid waste collection services to that landowner.

D. Animal control as follows:

Service by present personnel, equipment and facilities or by contract with a third party, as provided within the City.

E. Maintenance of City-owned parks and playgrounds within the City.

F. Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities. Municipal Court and General Administration services will also be available to property owners and residents in the Subject Property on the same basis those facilities are available to current City property owners and residents.

G. Maintenance of other City facilities, buildings, and service.

H. Land use regulation as follows:

On the effective date of annexation, the zoning jurisdiction of the City shall be extended to include the annexed area, and the use of all property therein shall be grandfathered; and shall be temporarily zoned "SFR-1-B" with the intent to rezone the Subject Property upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the Subject Property at future times in response to requests submitted by the Landowners or authorized city staff. The City will impose and enforce its adopted ordinances, including but not limited to, zoning, subdivision development, site development and building code regulations within the Subject Property upon the Effective Date of the annexation. Enforcement will be in accordance with City ordinances. Development plans and plats for projects within the Subject Property will be reviewed for compliance with City standards.

(2) **Scheduled Municipal Services.** Due to the size and vacancy of the Subject Property, the plans and schedule for the development of the Subject Property, the following municipal services will be provided on a schedule and at increasing levels of service as provided herein:

2. Water service and maintenance of water facilities as follows:

(2) Inspection of water distribution lines as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the Subject Property, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity ("CCN") for the Subject Property, or portions thereof as applicable, or absent a water CCN, by the utility in whose jurisdiction the Subject Property, or portions thereof as applicable, is located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. If connected to the City's water utility system, the Subject Property's owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the Subject Property as required in City ordinances. Upon acceptance of the water lines within the Subject Property and any off-site improvements, water service will be provided by the City utility department

on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a water well that is in use on the effective date of the annexation and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the Subject Property's owner requests and is able to connect to the City's water utility system.

B. Wastewater service and maintenance of wastewater service as follows:

(2) Inspection of sewer lines as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the subjects property, or applicable portions thereof, by the utility holding a wastewater CCN for the Subject Property, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the Subject Property, or portions thereof as applicable, is located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City's wastewater utility system, the Subject Property's owner shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the Subject Property as required in City ordinances. Upon acceptance of the wastewater lines within the Subject Property and any off-site improvements, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The wastewater system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a septic system that is in use on the effective date of the annexation and is in compliance with all applicable rules and regulations shall be permitted and such use may continue until the Subject Property owner requests and is able to connect to the City's wastewater utility system.

C. Maintenance of streets and rights-of-way as appropriate as follows:

(2) Provide maintenance services on existing public streets within the Subject Property and other streets that are hereafter constructed and finally accepted by the City. The maintenance of the streets and roads will be limited as follows:

- (2) Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.; and

- (B) Routine maintenance as presently performed by the City.

(ii) The City will maintain existing public streets within the Subject Property, and following installation and acceptance of new roadways by the City as provided by city ordinance, including any required traffic signals, traffic signs, street markings, other traffic control devices and street lighting, the City will maintain such newly constructed public streets, roadways and rights-of-way within the boundaries of the Subject Property, as follows:

- (2) As provided in C(i)(A)&(B) above;

- (B) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies;

- © Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards; and

- (D) Installation and maintenance of street lighting in accordance with established policies of the City;

(iii) The outer boundaries of the Subject Property abut existing roadways. The Landowners agree that no improvements are required on such roadways to service the Subject Property.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: None. Upon development of the Subject Property or redevelopment, the Landowners will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the Subject Property the same as similarly situated properties. When deemed necessary, capital improvement acquisition or construction will occur in accordance with applicable ordinances and regulations and the adopted capital improvement plans of the City, as applicable and amended, which are incorporated herein by reference.

(4) **Term.** If not previously expired, this agreement expires at the end of ten (10) years.

(5) **Property Description.** The legal description of the Subject Property is as set forth in the Annexation Ordinance and exhibits attached to the Annexation Ordinance to which this Agreement is attached.

(6) **Binding Effect/Authority.** This Agreement binds and inures to the benefit of the Parties and

their respective heirs, successors, and permitted assigns. Each Party further warrants that each signatory to this Agreement is legally authorized to bind the respective individual or entity for the purposes established herein.

(7) **Choice of Law.** This Agreement will be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. Venue for any dispute shall lie exclusively in Williamson County, Texas.

(8) **Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all signatory Parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

(9) **Legal Construction.** If any provision in this Agreement is for any reason found to be unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the Parties, the unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of the Agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the Parties by reason of authorship or origin of language.

(10) **Entire Agreement.** This Agreement contains the entire Agreement between the Parties relating to the rights herein granted and the obligations herein assumed and cannot be varied except by written agreement of the Parties. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the Party to be charged.

EXECUTED and AGREED to by the Parties this the ____ day of _____, 20__.

ATTEST:

THE CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Isaac Turner, III, City Manager

LANDOWNER(S): TRAVISSO, LTD.
BY: TMC TRAVISSO GP, LLC
IT'S: GENERAL PARTNER

BY: Name (print): B. MARK BERMAN



Title: VICE PRESIDENT

Date: 1/17/24

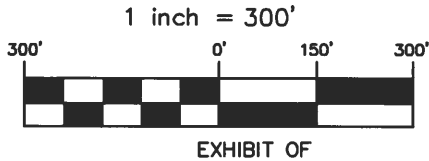
Name (print):

Title:

Date:

Subject Property

(see attached)



B.F. DAVIS
SECTION NO. 73
ABSTRACT No. 2280

AN 8.04 ACRE TRACT, SITUATED IN THE B.F. DAVIS SURVEY, SECTION NO. 73, ABSTRACT NO. 2280, IN THE IA HAMPTON SURVEY, SECTION NO. 56, ABSTRACT NO. 2682 AND OUT OF THE C.G. SETTLE SURVEY, SECTION NO. 632, ABSTRACT NO. 2201, BEING OUT OF A REMNANT PORTION OF A CALLED 2144.875 ACRE TRACT CONVEYED TO TRAVISSO, LTD., RECORDED IN DOCUMENT NO. 2013056181 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

APPROXIMATE CITY
LIMITS OF CEDAR PARK

8.04 ACRES

A REMNANT PORTION OF A
CALLED 2144.875 ACRE TRACT
OWNER: TRAVISSO, LTD.
DOC. NO. 2013056181
(O.P.R.T.C.)

IA HAMPTON
SURVEY
SECTION NO. 56
ABSTRACT No. 2682

APPROXIMATE CITY
LIMITS OF CEDAR PARK

APPROXIMATE CITY
LIMITS OF LEANDER

LEGEND:

O.P.R.T.C. OFFICIAL PUBLIC RECORDS OF
TRAVIS COUNTY, TEXAS
P.R.T.C. PLAT RECORDS OF TRAVIS
COUNTY TEXAS
P.O.B. POINT OF BEGINNING
FD. FOUND
I.R. IRON ROD
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NOTES:

1. THE PROFESSIONAL SERVICES PROVIDED HERewith INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00.
3. ADJOINERS SHOWN FOR INFORMATIONAL PURPOSES ONLY.

**PAPE-DAWSON
ENGINEERS**

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FD. I.R.(SENDERO)

FD. 1/2" I.R.

CROSS CREEK PHASE ONE
VOL. 65, PG. 76 (P.R.T.C.)

C.G. SETTLE
SURVEY
SECTION NO. 632
ABSTRACT No. 2201

WHITETAIL PASS
(A CALLED 50-FOOT RIGHT OF WAY)
VOL. 65, PG. 76 (P.R.T.C.)

BUCK RUN
(A 60-FOOT RIGHT OF WAY)

F.M. 1431
(A VARIABLE WIDTH
RIGHT OF WAY)



SHEET 1 OF 2

JOB No.: 50892-87

AUGUST 18, 2023

LINE TABLE		
LINE	BEARING	LENGTH
L1	S42°30'05"W	139.98'
L2	S22°44'16"E	110.12'
L3	S00°04'35"W	558.69'
L4	S03°31'32"W	68.26'
L5	S11°16'04"W	100.09'
L6	S20°43'48"W	99.96'
L7	S30°17'36"W	100.11'
L8	S39°48'26"W	100.02'
L9	S46°57'39"W	48.65'
L10	S49°02'19"W	320.75'
L11	N52°54'00"W	124.58'
L12	N35°55'44"E	248.14'
L13	S50°09'16"E	55.01'
L14	N58°31'44"E	208.41'
L15	N10°10'44"E	200.02'
L16	N00°08'16"W	601.12'
L17	N61°04'44"E	336.31'

EXHIBIT OF

AN 8.04 ACRE TRACT, SITUATED IN THE B.F. DAVIS SURVEY, SECTION NO. 73, ABSTRACT NO. 2280, IN THE IA HAMPTON SURVEY, SECTION NO. 56, ABSTRACT NO. 2682 AND OUT OF THE C.G. SETTLE SURVEY, SECTION NO. 632, ABSTRACT NO. 2201, BEING OUT OF A REMNANT PORTION OF A CALLED 2144.875 ACRE TRACT CONVEYED TO TRAVISSO, LTD., RECORDED IN DOCUMENT NO. 2013056181 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	237.82'	36°45'09"	N37°01'40"W	149.95'	152.55'



AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
 10801 N MOPAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78758 | 512.454.8711
 TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10029801

AUGUST 18, 2023

JOB No.:

50892-87

SHEET 2 OF 2

FIELD NOTES
FOR ANNEXATION TRACT

AN 8.04 ACRE TRACT, SITUATED IN THE B.F. DAVIS SURVEY, SECTION NO. 73, ABSTRACT NO. 2280, IN THE IA HAMPTON SURVEY, SECTION NO. 56, ABSTRACT NO. 2682 AND OUT OF THE C.G. SETTLE SURVEY, SECTION NO. 632, ABSTRACT NO. 2201, BEING A PORTION OF BUCK RUN, A 60-FOOT RIGHT OF WAY, AND BEING OUT OF A REMNANT PORTION OF A CALLED 2144.875 ACRE TRACT CONVEYED TO TRAVISSO, LTD., RECORDED IN DOCUMENT NO. 2013056181 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. SAID 8.04 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE:

BEGINNING at a ½" iron rod found at the northwest terminus of Whitetail Pass, a 50-foot right-of-way recorded in Cross Creek Phase One, a subdivision according to the plat recorded in Volume 65, Page 76 of the Plat Records of Travis County, Texas, said point being the north corner of said Cross Creek Phase One, same being an angle point in the southeast boundary line of said 2144.875-acre tract for the northeast corner and **POINT OF BEGINNING** hereof;

THENCE departing the southwest right-of-way line of said Whitetail Pass, with the southeast boundary line of said 2144.875-acre tract, same being the northwest boundary line of said Cross Creek Phase One the following nine (9) courses and distances:

1. **S 42°30'05" W**, a distance of **139.98 feet** to a ½" iron rod found for an angle point hereof,
2. **S 22°44'16" E**, a distance of **110.12 feet** to an iron rod with cap marked "Sendero" found for an angle point hereof,
3. **S 00°04'35" W**, a distance of **558.69 feet** to a ½" iron rod found for an angle point hereof,
4. **S 03°31'32" W**, a distance of **68.26 feet** to a ½" iron rod found for an angle point hereof,
5. **S 11°16'04" W**, a distance of **100.09 feet** to a ½" iron rod found for an angle point hereof,
6. **S 20°43'48" W**, a distance of **99.96 feet** to a ½" iron rod found for an angle point hereof,
7. **S 30°17'36" W**, a distance of **100.11 feet** to a ½" iron rod found for an angle point hereof,
8. **S 39°48'26" W**, a distance of **100.02 feet** to a ½" iron rod found for an angle point hereof, and
9. **S 46°57'39" W**, a distance of **48.65 feet** to an iron rod with cap marked "Sendero" found for an angle point hereof, and

THENCE S 49°02'19" W, continuing with the southeast boundary line of said 2144.875-acre tract, same being the northwest boundary line of said Cross Creek Phase One, and, in part, with the northwest terminus of Buck Run, a 60-foot right-of-way, a distance of **320.75 feet** to a ½" iron rod found on a point of curvature in an east boundary line of said 2144.875-acre tract, same being the northwest terminus of said Buck Run;

THENCE along the arc of a curve to the left, departing the west right-of-way line of said Buck Run, through the interior of said 2144.875-acre tract, said curve having a **radius of 237.82 feet**, a **central angle of 36°45'09"**, a **chord bearing and distance of N 37°01'40" W, 149.95 feet**, for an **arc length of 152.55 feet** to a calculated point of tangency hereof;

THENCE continuing through the interior of said 2144.875-acre tract the following seven (7) courses and distances:

1. **N 52°54'00" W**, a distance of **124.58 feet** to a calculated point for the westernmost corner hereof,
2. **N 35°55'44" E**, a distance of **248.14 feet** to a calculated angle point hereof,
3. **S 50°09'16" E**, a distance of **55.01 feet** to a calculated angle point hereof,
4. **N 58°31'44" E**, a distance of **208.41 feet** to a calculated angle point hereof,
5. **N 10°10'44" E**, a distance of **200.02 feet** to a calculated angle point hereof,
6. **N 00°08'16" W**, a distance of **601.12 feet** to a calculated point for the northwest corner hereof, and
7. **N 61°04'44" E**, a distance of **336.31 feet** to the **POINT OF BEGINNING** and containing 8.04 acres in Travis County, Texas. Said tract being described in accordance with an exhibit prepared under Job No. 50892-87 by Pape Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: August 18, 2023
JOB No.: 50892-87
DOC.ID.: H:\Survey\CIVIL\50892-87\Exhibits\
Word\FN50892-87_8.04Ac_Annexation_R1.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-01





EXECUTIVE SUMMARY
3/7/2024

AGENDA SUBJECT:

Conduct a Public Hearing regarding Comprehensive Plan Case CPA-23-0009 to amend the Comprehensive Plan land use category from Multi-Use Corridor to Neighborhood Residential and consider action regarding Zoning Case Z-23-0102 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) and Interim SFR-2-B (Single-Family Rural) to SFS-2-B (Single-Family Suburban) on seven (7) parcels of land approximately 234 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R485247, R485248, R031575, R392187, R392188, R031534, and R031533; and more commonly known as 14750 Ronald W. Reagan Boulevard, Leander, Williamson County, Texas. *[Postponed by Applicant]*

BACKGROUND:

This request is the final step in the comprehensive plan amendment process and the second step in the zoning process.

HISTORY/TIMELINE:

10/04/2006 Annexed - 06-039-00
05/02/2018 Annexed - 18-026-00
01/25/2024 Planning & Zoning Commission, 1st Public Hearing

APPLICANT/AGENT:

LJA Engineers, Inc (T. Walter Hoysa) on behalf of Burleson Ranches, LTD (Mary Frances Roberts)

RECOMMENDATION:

Staff recommends approval of the comprehensive plan case and zoning request. The Planning & Zoning Commission unanimously recommended denial during the January 25, 2024 meeting. The applicant requested to postpone the case to revise the request.

PRESENTER:

Robin M. Griffin, Executive Director of Development Services

Fiscal Impact

N/A

Attachments:

1. 01-25-2024 P & Z Minutes
2. Postponement Request

3. Postponement Request



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, January 25, 2024
Regular Meeting at 6:00 PM



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

**Place 5 – James Oliver, Vice Chair
Place 6 – Laura Lantrip, Chair
Place 7 – Scott Calame
Staff Liaison – Robin Griffin**

REGULAR MEETING

1. Call to Order. at 6:00 p.m.
2. Roll Call
All Commissioners were present except Commissioner May and Commissioner Moss.
3. Director's report to the Planning & Zoning Commission on action taken by City Council on the January 18, 2024, meeting.
4. Review of meeting protocol.
5. Public comments on items not listed in the agenda.

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

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

CONSENT AGENDA: ACTION

6. Approval of Subdivision Case FP-23-0112 regarding Northline Block M, Lots 25 - 29 Final Plat on one (1) parcel of land approximately 0.308 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District parcel R566425; generally located northwest of the intersection of Pullman Street and John Webster Street, Leander, Williamson County, Texas.
7. Approval of Minutes.
Motion: To approve the Consent Agenda Items 6 & 7.
By: Commissioner John Cosgrove
Seconded: Vice Chair James Oliver

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

PUBLIC HEARING: ACTION

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

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

Motion: To approve the Enclave at Crystal Falls Concept Plan and Preliminary Plat.

By: Commissioner Donnie Mahan

Seconded: Vice Chair James Oliver

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

No: None

Abstain: None

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

- Discuss and consider action regarding Zoning Case Z-23-0082 as described above.

Chair Lantrip rescued herself from the dais at 6:04 p.m.

Sheri Wood and Vardhan Annem spoke against
Danny Adams had traffic safety concerns.

Motion: To deny the Oakmont PUD.

By: Commissioner Cosgrove

Seconded: Commissioner Calame

Yes: Donnie Mahan, John Cosgrove, Scott Calame, Jame Oliver

No: None

Rescused: Chair Laura Lantrip

Vice Chair Oliver called a five-minute break at 6:22 p.m. Chair Lantrip returned to the dais at 6:24 p.m and open the meeting at 6:27 p.m.

10. Conduct a Public Hearing and consider action regarding Comprehensive Plan Case CPA-23-0009 to amend the Comprehensive Plan land use category from Multi-Use Corridor to Neighborhood Residential and consider action regarding Zoning Case Z-23-0102 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) and Interim SFR-2-B (Single-Family Rural) to SFS-2-B (Single-Family Suburban) on seven (7) parcels of land approximately 234 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R485247, R485248, R031575, R392187, R392188, R031534, and R031533; and more commonly known as 14750 Ronald W. Reagan Boulevard, Leander, Williamson County, Texas.

- Discuss and consider action regarding Comprehensive Plan Case CPA-23-0009 as described above.
- Discuss and consider action regarding Zoning Case Z-23-0102 as described above.

David Smith submitted his online comment that he was against this zoning case. Chair Lantrip read it into the record.

Motion: To approve the Comprehensive Plan Amendment

By: Commissioner John Cosgrove

Seconded: Commissioner Donnie Mahan

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

No: None

Abstain: None

Motion: To deny the zoning request

By: Commissioner John Cosgrove

Seconded: Vice Chair Oliver

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

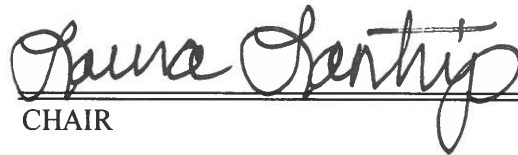
No: None

Abstain: None

REGULAR AGENDA

11. Adjournment at 6:47 p.m.

APPROVED



CHAIR

ATTEST:



PLANNING AND ZONING SECRETARY

February 5, 2024

Robin Griffin - Executive Director of Development Services
City of Leander
Development Services Department
201 N Brushy Street
Leander, Texas 78641

RE: Burleson Roberts Tract – Comprehensive Plan Amendment
Postponement Request – CPA-23-0009
LJA Project #A140-0417

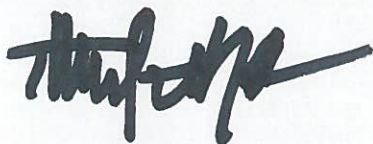
Dear Robin:

Based on feedback from the Planning and Zoning commission meeting held January 25, 2024, we respectfully request postponement of further action on the Comprehensive Plan Amendment cited above until it can be aligned to be considered concurrently with the updated zoning change request.

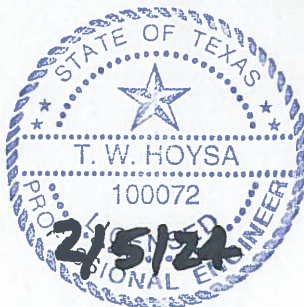
At this time, we expect to have the zoning request submitted and considered at Planning and Zoning Commission for the March 14, 2024 meeting. Assuming positive results from Planning and Zoning Commission on the associated zoning case, we'd like to postpone City Council action on this CPA-23-0009 until the April 4, 2024 and April 18, 2024 City Council Meetings.

Please let us know if there is further action required on the part of the applicant to effect this postponement.

Very Truly Yours,
LJA ENGINEERING, INC.



T. Walter Hoysa, P.E.
Vice President



February 7, 2024

Robin Griffin - Executive Director of Development Services
City of Leander
Development Services Department
201 N Brushy Street
Leander, Texas 78641

RE: Burleson Roberts Tract – Zoning Change
Postponement Request - Z-23-0102
LJA Project #A140-0417

Dear Robin:

Based on feedback from the Planning and Zoning Commission meeting held January 25, 2024, we respectfully request postponement of further action on the above zoning change request.

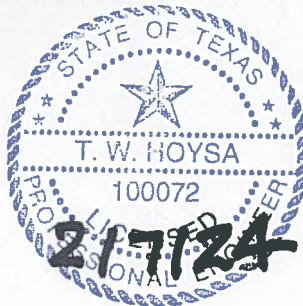
The original request has been amended and was resubmitted February 6, 2024. Please postpone further action on the original request until the amended request can be heard at Planning and Zoning Commission. The current calendar is to schedule a new Planning and Zoning Commission hearing for March 14, 2024. Both the original and amended requests are respectfully requested to be heard by City Council on the April 4 and April 18, 2024 meetings.

Please let us know if there is further action required on the part of the applicant to effect this postponement.

Very Truly Yours,
LJA ENGINEERING, INC.



T. Walter Hoysa, P.E.
Vice President





EXECUTIVE SUMMARY
3/7/2024

AGENDA SUBJECT:

Receive presentation and accept the Annual Financial Report for fiscal year ending September 30, 2023, from external auditor, Whitley Penn LLP.

BACKGROUND:

The City's external auditor, Whitley Penn LLP, has completed the annual audit for fiscal year ending September 30, 2023 and will present the report to the City Council.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Accept Annual Financial Report for Fiscal Year ending September 30, 2023.

PRESENTER:

Robert G. Powers, Executive Finance Director
Roger Tovar, CPA, Audit Partner, Whitley Penn LLP

Fiscal Impact

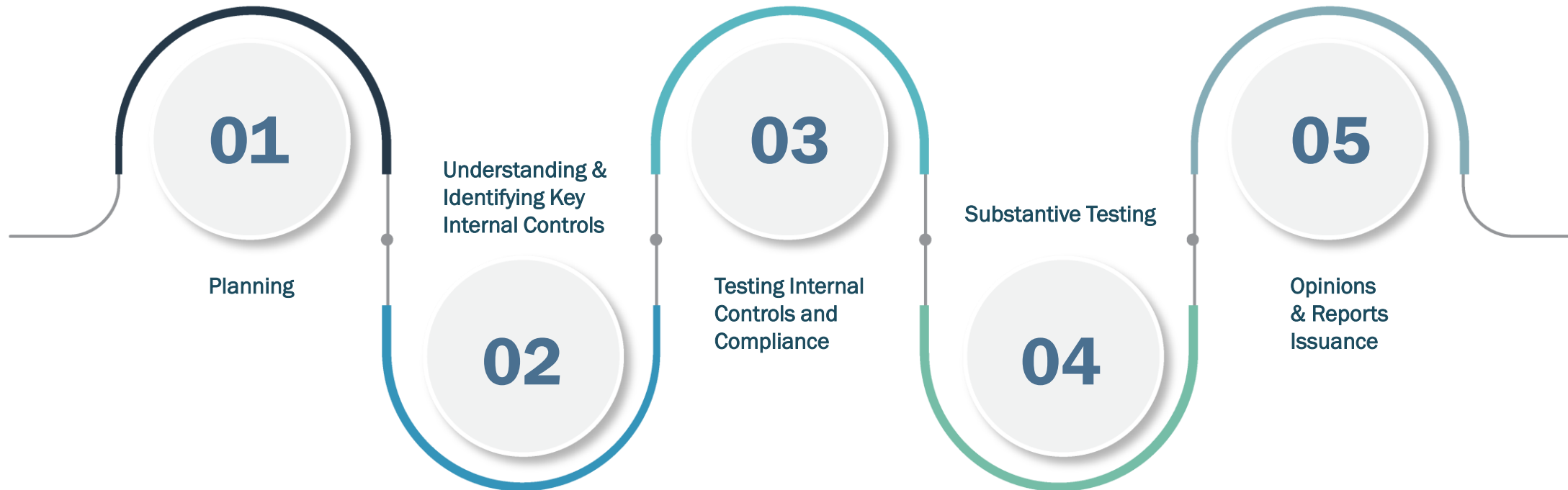
Attachments:

1. City of Leander 2023 Audit Results (incl SAS 114) 03-07-2024

CITY OF LEANDER, TEXAS

FISCAL YEAR 2023: FINANCIAL STATEMENT AUDIT

THE AUDIT PROCESS



PURPOSE OF THE AUDIT – THE OPINION ON THE REPORT



AUDITOR'S REPORT ON THE FINANCIAL STATEMENTS

- Unmodified or “Clean” Opinion
- Financial statements are presented fairly, in all material respects
- Audit conducted in accordance with Generally Accepted Auditing Standards and *Government Auditing Standards*

AUDITOR'S REPORT ON INTERNAL CONTROL AND COMPLIANCE

- Internal control over financial reporting
 - No material weakness identified
 - No significant deficiencies reported
- No instances of noncompliance material to the financial statements were noted

GOVERNMENT-WIDE STATEMENT OF NET POSITION (\$ IN THOUSANDS)

	2023	2022	\$ Change	% Change
Current and other assets	\$279,400	\$259,097	\$20,303	7.8%
Capital assets	952,942	862,020	90,922	10.5%
Total Assets	1,232,342	1,121,117	111,225	9.9%
Def Outflows	11,537	4,967	6,570	132.3%
Other liabilities	34,813	28,257	6,556	23.2%
Long-term liabilities	239,913	249,238	(9,325)	(3.7%)
Total Liabilities	274,726	277,495	(2,769)	(1.0%)
Def Inflows	3,091	3,633	(542)	(14.9%)
Net Position	\$966,062	\$844,956	\$121,106	14.3%

LONG-TERM LIABILITIES

Total Primary Government (Governmental and Business-type Activities)	September 30, 2023	September 30, 2022	\$ Change
General obligation bonds	\$106,505,000	\$118,500,000	(\$11,995,000)
Revenue bonds	92,371,000	96,857,000	(4,486,000)
Unamortized premiums	17,571,492	19,002,853	(1,431,361)
SBITA*	981,099	1,307,240	(326,141)
Leases	1,064,013	1,029,000	35,013
Notes payable	5,996,385	6,569,440	(573,055)
Compensated absences	2,023,148	1,950,144	73,004
Total	\$226,512,137	\$245,215,677	(18,703,540)

*GASB 96, *Subscription-Based Information Technology Arrangements* implemented in FY 2023

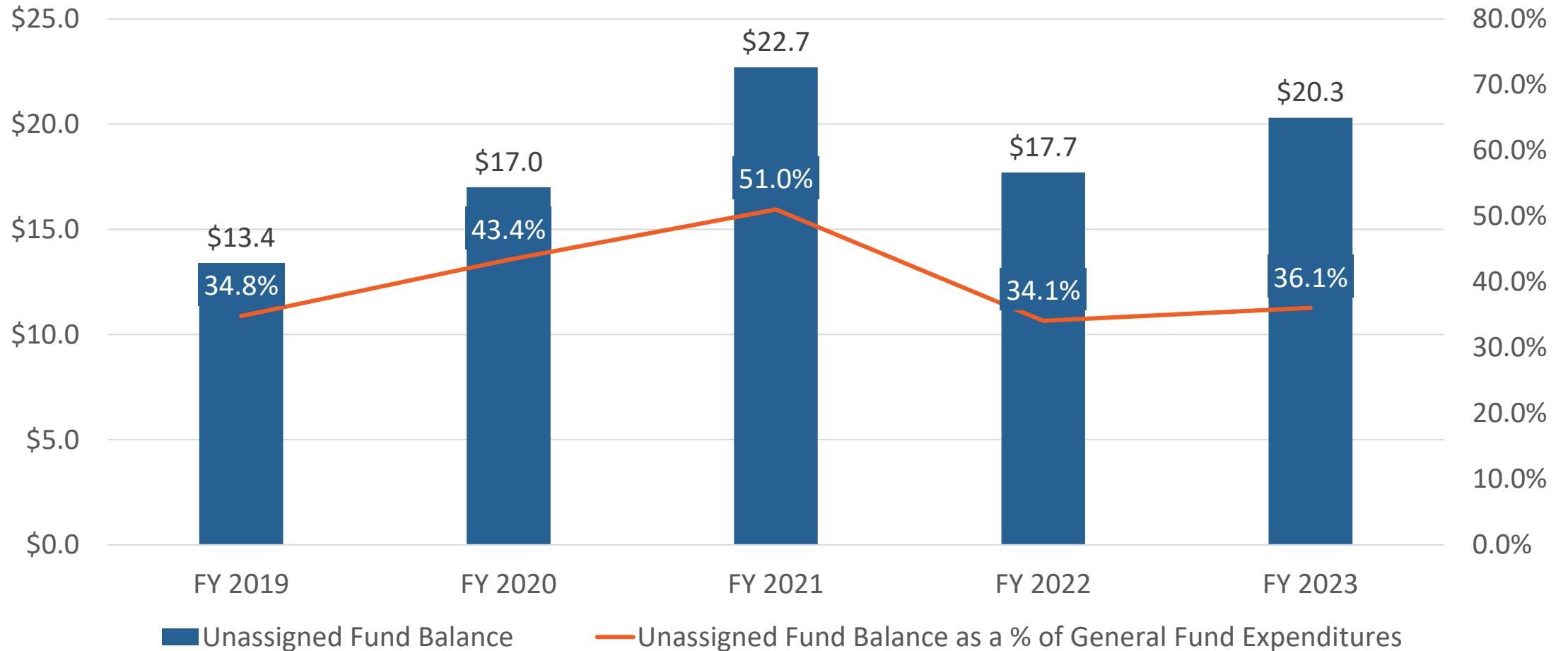
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES – GOVERNMENTAL FUNDS (\$ IN THOUSANDS)

Year ended September 30, 2023	General	Capital Projects	Debt Service	Non-major	Total
Total revenues	\$65,586	\$1,670	\$20,524	\$11,075	\$98,855
Total expenditures	(56,339)	(8,503)	(20,384)	(7,328)	(92,554)
Total other financing sources (uses), net	(4,842)	4,573	1,265	794	1,790
Net change in fund balances	4,405	(2,260)	1,405	4,541	8,091
Fund balance – beginning	26,239	47,719	5,681	12,050	91,689
Fund balance - ending	\$30,644	\$45,459	\$7,086	\$16,591	\$99,780

FY 2023 BUDGET AND ACTUAL – GENERAL FUND

- Revenues of \$65.6M were greater than final budgeted revenues by \$2.8M
- Expenditures of \$56.3M were less than final budgeted expenditures by \$8.6M
- Revenues and other sources exceeded expenditures and other uses by \$4.4M (fund balance increased by this amount)
- Fund balance as of September 30, 2023, totaled \$30.6M
 - Nonspendable fund balance - \$0.7M
 - Committed fund balance - \$1.2M
 - Assigned fund balance - \$8.4M
 - Unassigned fund balance - \$20.3M

Unassigned General Fund Balance (\$M)



The minimum fund balance should be within the range of 90 days (25%) of operating expenditures.

STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN FUND NET POSITION – ENTERPRISE FUNDS (\$ IN THOUSANDS)

	Utility Fund	Golf Course Fund	Year Ended September 30, 2023
Operating revenues	\$47,024	\$2,650	\$49,674
Operating expenses	(32,949)	(2,102)	(35,051)
Non-operating revenues (expenses),net	(1,133)	24	(1,109)
Capital contributions and transfers, net	43,717	-	43,717
Change in net position	56,659	572	57,231
Net Position – Beginning	413,018	4,217	417,235
Net Position – Ending	469,677	4,789	\$474,466

REQUIRED COMMUNICATIONS

Significant Accounting Policies

- The City's accounting policies and methods are appropriate and in accordance with industry standards.
- GASB No. 96, *Subscription-Based Information Technology Arrangements* was implemented in FY 2023.

Accounting Estimates

- The preparation of the financial statements requires that certain estimates and judgments be made by management. These judgments and estimates include:
 - Allowances for uncollectible receivables
 - Pension/OPEB assets/liabilities, deferred outflows/inflows of resources, and pension/OPEB expense
- We concluded that management has a reasonable basis for significant judgments and estimates that impact the financial statements.

REQUIRED COMMUNICATIONS

Significant Risks in a Financial Statement Audit (not specific to the City)

- Management override of internal control
- Improper revenue recognition

Difficulties Encountered in Performing the Audit

- We encountered no difficulties in dealing with management in performing and completing our audit.

Corrected or Uncorrected Misstatements

- All adjustments were reviewed and approved by management.

Disagreements with Management

- We had no disagreements with management over the application of accounting principles or management's judgments about accounting estimates.

REQUIRED COMMUNICATIONS

Management Representations

- We have requested certain representations from management.

Consultation with Other Accountants

- We are not aware of any situations in which management consulted with other accountants on accounting or financial reporting matters.

Major Issues Discussed with Management Prior to Retention

- We discussed the application of accounting principles and auditing standards, however, our responses were not a condition to our retention.

QUESTIONS?

