



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, May 2, 2024
Briefing Workshop at 6:00 PM
Regular Meeting at 7:00 PM



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

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. 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 the 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.

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

1. Construction Contract between Northline Leander Development Company and The City of Leander and DeNucci Constructors - Northline - Phase 1 and the related performance and maintenance bonds; and
2. Lakewood Park project.

REGULAR MEETING – CONVENE AT 7:00 PM

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

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

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

7. Recognitions/Proclamations/Visitors.

- National Police Week (May 12-18)

CONSENT AGENDA: ACTION

8. Approval of the minutes for meeting held on April 18, 2024.
9. Award of Solicitation CIPS24-007 to EAR Telecommunications, LLC dba EARTC for Construction Services for Intersection Improvements at Collaborative Way and Bagdad Road (CIP T.71), CR175 and Journey Parkway (CIP T.75), and San Gabriel Parkway Eastbound at U.S. Highway 183 Right-Turn Lane (CIP T.20) in the amount of \$2,301,795.31; and authorize the City Manager to execute any and all necessary documents.
10. Award of Solicitation CIPS24-008 to Asphalt Inc., LLC dba Lone Star Paving Company for Roadway Rehabilitation Fiscal Year 2024 (CIP T.102) in the amount of \$2,090,045.00; and authorize the City Manager to execute any and all necessary documents.
11. Award of Solicitation CIPS24-003 to CMC Development and Construction Corporation, LLC for construction services for Leander Fire Station No. 2 renovation and addition (CIP M.16) in the amount of \$1,939,000.00; and authorize the City Manager to execute any and all necessary documents.
12. Award of Solicitation CIPS24-004 to Gameta Construction, LLC dba DKC Construction Group for construction services for Senior Activity Center (CIP P.6) in the amount of \$8,783,822.00; and authorize the City Manager to execute any and all necessary documents.
13. Approval of Amendment No. 1 to Master Professional Service Agreement No. MATLT-REL-CIPS23-019 for material testing services to change the name from Rock Engineering and Testing Laboratory, LLC to UES Professional Solutions 45, LLC; and authorize the City Manager to execute any and all necessary documents.
14. Approval of Amendment No. 2 to Task Order TSIT-35 by TSIT Engineering and Consulting, LLC for construction services for San Gabriel East Elevated Storage Tank (CIP W.41) in the amount of \$15,410.00 for a new contract total amount of \$45,465.00; and authorize the City Manager to execute any and all necessary documents.
15. Approval of Amendment No. 4 to Task Order WPM-01 with Walter P. Moore and Associates, Inc. for professional services for Lakeline Boulevard 16-inch Water Line (CIP W.72) in the amount of \$26,715.00 for a new contract total of \$246,480.52; and authorize the City Manager to execute any and all necessary documents.
16. Approval of Amendment No. 7 to Task Order No. WAL-1 with Walker Partners Engineering, Inc. for revisions to design and construction phase for Raider Way and East Woodview Drive Roadway Improvements Project (CIP T.12) in an amount of \$219,235.00 for a new total contract amount of \$1,699,833.00; and authorize the City Manager to execute any and all necessary documents.
17. Acceptance of public improvements for Edgewood Phase 1 Section 2.
18. Acceptance of public improvements for RM 2243 Turn Lanes (Horizon Lake).
19. Acceptance of public improvements for Garlock Subdivision.

20. Approval of purchase of fifteen (15) additional licenses for use of Central Square software for access to crucial information from workstations within the Leander Police Department in the amount of \$5,400.00; and authorize the City Manager to execute any and all necessary documents.
21. Approval of a five (5) -year services and maintenance agreement with Axon Enterprise, Inc. in the amount of \$1,589,209.83 for but not limited to Police Department body cameras, tasers, interview and evidence room cameras, officer and dispatcher licenses, and Statement of Work for the Implementation of Axon Records and Dispatch for the Leander Police Department and to authorize the future purchase of additional licenses and equipment as needed subject to the limits of the City Manager's purchasing and contract authority; and authorize the City Manager to execute any and all necessary documents.
22. Approval of an Ordinance amending the Code of Ordinances Article 1.08, Disposal of Surplus, Salvage and Junk Property amending definitions, procedures, methods of sale, and all other related matters.
23. Approval of the Second Reading of an Ordinance 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), LC-2-B (Local Commercial), GC-2-A (General Commercial), and GC-3-A (General Commercial) and on eight (8) parcels of land approximately 290 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R506005, R485247, R485248, R031575, R392187, R392188, R031534, and R031533; and more commonly known as 14750 Ronald W. Reagan Boulevard, Leander, Williamson County, Texas.
24. Approval of Development Agreement Case DA-23-0009 regarding the Leander Estates development on three (3) parcels of land approximately 210.6 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R560185 and R560184; and Travis Central Appraisal District Parcel 905245; generally located at the north west corner of CR 280 and the future extension of Lakeline Boulevard, Leander, Williamson and Travis Counties, Texas.
25. Approval of Agreement for street sweeping services with Austin HLK, Inc. dba Sweep Across Texas (Contract L00334) in the amount of \$250,000.00 for the term of agreement utilizing Interlocal Agreement with the City of Round Rock for the purchase of goods and services; and authorizing the City Manager to execute any and all necessary documents.

PUBLIC HEARING: ACTION

26. Conduct a Public Hearing regarding Subdivision Case CP-23-0027 to adopt the Sullivan Tract Concept Plan Revision No. 1 on nine (9) parcels of land approximately 308.288 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R022920, R473838, R473839, R022741, R356046, R473837, R022922, R022921, and R022923; generally located west of North Bagdad Road and approximately 1,200 feet south of CR 281, Leander, Williamson County, Texas.

REGULAR AGENDA

27. Discuss and consider action to direct staff to draft documents regarding a request for a variance to allow the sale of alcoholic beverages to occur within 300 feet of church, school, or hospital on one (1) parcel of land approximately 3.67 308.288 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R599180; commonly addressed as 10880 East Crystal Falls Parkway, Leander, Williamson County, Texas
28. Discuss and consider action on a Memorandum of Understanding by and between the City of Leander and Leander Foundation for a term of three (3) years to address accessibility improvements at City-owned park facilities for a term of three (3) years with the option of an additional renewal of two (2) years; and authorize the City Manager to execute any and all necessary documents.

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



Dara Crabtree, City Secretary, TRMC



EXECUTIVE SUMMARY
5/2/2024

AGENDA SUBJECT:

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

BACKGROUND:

Attached are the minutes for meeting held on April 18, 2024.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Dara Crabtree, City Secretary

Fiscal Impact

Attachments:

1. Draft Minutes 04.18.2024



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, April 18, 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

City Manager - Todd Parton

BRIEFING WORKSHOP - CONVENE AT 6:00 PM

1. Open Meeting.

Opened meeting at 6:00 p.m.

2. Roll Call.

Roll call reflected all present.

3. Receive a presentation from Northline Leander Development Company, LP regarding proposed updates to the Northline Development land use, addition of a new development partner (Endeavor), time frame extensions associated with the Northline TIRZ agreement, and considering a change to allow the ability to transfer a portion of the reimbursement to Endeavor on several parcels of land approximately 115.7076 acres $\pm$ in size; generally located to the southwest of the intersection of 183A Toll Road and San Gabriel Parkway, Williamson County, Leander, Texas.

Discussion included original Northline Development Agreements; intent of original Agreements; relevant facts since approval of Agreements; status update; Endeavor site plan; request to modify the Agreement; Agreement request, merits of request; why now; projects Endeavor has done in the area; architect on the project; and renderings of the project.

Briefing workshop adjourned at 6:51 p.m.

REGULAR MEETING – CONVENE AT 7:00 PM

4. Open Meeting, Invocation and Pledges of Allegiance.

Opened meeting at 7:04 p.m.; Pastor Chris Wimberly with Selah Hills Church provided the invocation and Mayor DeLisle led the Pledges of Allegiance.

5. Roll Call.

Roll call reflected all present.

6. Presentation of plaque and accomplishments for outgoing Interim City Manager.
Oath of Office for newly appointed City Manager.
[A brief reception will be held in foyer following the Oath of Office.]

[Following the Oath of Office the City Council took a brief recess at 7:31 p.m.; reconvened at 7:50 p.m.]

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.]

Deb Hodges, 260 S. Brook Drive - thanked the Mayor and City Council for Operation 360 proclamation.

Carlos Saint James, 1817 Artesian Springs Crossing - thanked Interim City Manager Issac Turner and welcomed new City Manager Todd Parton.

8. Staff Reports

- Water Update
- Capital Improvement Project Update - Senior Activity Center

Water update included lake levels; Phase 4 contingent on Lake Travis level; and BCRUA Phase 2 Deep water intake.

Capital Improvement Project - Senior Activity Center included layout of facility; project history; project funding; proposed funding options; and project milestones. Following a discussion, the majority the City Council supported Option A.

9. Leander History

Leander History topic was cattle branding in Leander.

CONSENT AGENDA: ACTION

Mayor DeLisle announced Consent Agenda Item 17 was pulled from the agenda and will be brought back on a future agenda.

Motion: Approve consent agenda items 10 through 16 and 18 through 21.

By: Mayor Pro Tem Mattke Longoria

Seconded: Councilmember Pantalion-Parker

Vote: 7 - 0

10. Approval of the minutes for meeting held on April 4, 2024.

11. Approval of a Memorandum of Understanding between the City of Georgetown and the Williamson County Regional Animal Shelter Member Governments consisting of Cities of Cedar Park, Round Rock, Hutto, and Leander.

12. Approval of the Second Reading of an Ordinance regarding Zoning Case Z-23-0072 to amend the current zoning of LC-2-A (Local Commercial) to adopt the Tiger Mountain PUD (Planned Unit Development) with the base zoning of LC-2-A (Local Commercial) and Development Agreement Case DA-23-0027 on one (1) parcel of land approximately 10.314 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R031710; and more commonly known as 100 Mockingbird Hill, Leander, Williamson County, Texas.
13. Approval of the Second Reading of an Ordinance 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 adopt the 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) and Development Agreement Case DA-23-0024 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.
14. Approval of the Second Reading of an Ordinance regarding Zoning Case Z-24-0106 to amend the Hero Way & Main Street Medical Office PUD (Planned Unit Development) with the base zoning district of LC-2-A (Local Commercial) on two (2) parcels of land approximately 8.0822 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R619566 and R619565; and legally described as Lots 1 & 2, Block A of the Hero Way Medical Addition Subdivision, Leander, Williamson County, Texas.
15. Approval of an extension of the completion date for Subdivision Case PICP-21-0032 Blockhouse Creek Farm - Leander Public Improvement Construction Plans; more particularly described by Williamson Central Appraisal District Parcels R629336, R629338, and R629340, generally located at along Niles Drive, west of Ronald W. Reagan Boulevard, Leander, Williamson County, Texas.
16. Approval of Development Agreement Case DA-23-0028 regarding the Bagdad Retail Outlet Development on one (1) parcel of land, more particularly described by Williamson Central Appraisal District Parcel R031686, generally located at 1067 N. Bagdad Road, Leander, Williamson County, Texas.
17. Acceptance of public improvements for Devine Lake Phase 4 (PICP-21-0029).
18. Acceptance of public improvements for Barksdale Phase 1 (PICP-22-0029).
19. Approval of an expenditure Supplemental Contract No. 2 with Alan Plummer Associates, Inc. for the Brushy Creek Regional Wastewater System (BCRWWS) East Wastewater Treatment Plant (WWTP) Expansion (Construction Phase Services) Project in the amount of \$250,000.00 with Leander's allocation being \$105,750.00.
20. Approval of the Roadway Impact Fee Offset Agreement for the Cedar Brook Subdivision; and authorize the City Manager to execute any and all necessary documents.
21. Award of Solicitation CIPS24-005 to Cash Construction in the amount of \$7,506,794.00 for construction services for the RM 2243 Master Lift Station and Gravity Relief Main Project (CIP WW.43); and authorize the City Manager to execute any and all necessary documents.

PUBLIC HEARING: ACTION

22. 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), LC-2-B (Local Commercial), GC-2-A (General Commercial), and GC-3-A (General Commercial) and on eight (8) parcels of land approximately 290 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R506005, 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.

Opened Public Hearing at 8:32 p.m.; Closed Public Hearing at 8:32 p.m. No one spoke in favor. David Smith, 3019 Paseo de Charros - submitted via website opposition to the request.

Motion: Approve Comprehensive Plan Case CPA-23-0009, following a discussion.

By: Councilmember Czernek
Seconded: Councilmember Ross

Vote: 7 - 0

Motion: Approve Zoning Case Z-23-0102.

By: Councilmember Czernek
Seconded: Councilmember Pantaloni-Parker

Vote: 7 - 0

23. Conduct a Public Hearing regarding Ordinance Case OR-24-0017 to amend the Subdivision Ordinance to adopt updates to the Parkland Dedication, Park Improvement, and Parkland Fee-in-Lieu regulations and requirements, and to provide for related matters; Williamson & Travis Counties, Texas. *[Withdrawn by applicant]*

REGULAR AGENDA

24. Discussion regarding the Comprehensive Plan Implementation Schedule, Leander, Williamson & Travis Counties, Texas.

No action.

25. Discuss and consider action on an appeal of an administrative decision regarding Article VI, Section 14 (c) of the Composite Zoning Ordinance pertaining to standards associated with utility lines on one (1) lot, approximately 22.27 acres in size, more particularly described by Williamson Central Appraisal District Parcel R031208, commonly addressed as 10930 E. Crystal Falls Parkway; Williamson County, Texas. *[Council took a brief recess at 9:24 p.m.; 9:39 p.m.]*

Motion: Approve the appeal of an administrative decision, following a discussion.

By: Mayor DeLisle
Seconded: Councilmember Ross

Vote: 7 - 0

26. Discuss and consider an Ordinance amending the City Council Rules of Procedure to establish guidelines for Council-issued proclamations and related matters.

Motion: Approve the ordinance amending the City Council Rules of Procedure.

By: Councilmember Ross

Seconded: Councilmember Pantalion-Parker

Vote: 7 - 0

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

None

28. Council Member Closing Statements.

Kathryn Pantalion-Parker thanked City and Chamber of Commerce Outrun the Sun event; and commented on upcoming National Day of Prayer on May 2.

Esme Mattke Longoria thanked Public Works for residential spring clean-up; wished Mr. Turner good luck and welcomed Mr. Parton; and congratulated the Mayor on her engagement.

David McDonald thanked Parks Department and Historic Preservation Commission on Mason Days, thanked Mr. Turner and luck to Mr. Parton.

Chris Czernek wished everyone a happy transition.

Christine DeLisle commented dinner came from La Tapita; reminded everyone to shop and eat locally; goodbye to Mr. Turner and hello to Mr. Parton; three proclamations were issued Operation 360, Week of Young Child, and Education and Caring.

29. Convene into Executive Session pursuant to Section 551.074, to discuss the transition and assignments of the Interim City Manager and City Manager.

Convened into Executive Session at 9:50 p.m.; reconvened into open session at 10:16 p.m.

Reconvene into open session to take action as deemed appropriate in the City Council's discretion regarding the transition and assignments of the Interim City Manager and City Manager.

No action was taken.

30. Adjournment

Adjourned at 10:16 p.m.

APPROVED

MAYOR

ATTEST:

CITY SECRETARY



EXECUTIVE SUMMARY
5/2/2024

AGENDA SUBJECT:

Award of Solicitation CIPS24-007 to EAR Telecommunications, LLC dba EARTC for Construction Services for Intersection Improvements at Collaborative Way and Bagdad Road (CIP T.71), CR175 and Journey Parkway (CIP T.75), and San Gabriel Parkway Eastbound at U.S. Highway 183 Right-Turn Lane (CIP T.20) in the amount of \$2,301,795.31; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

Solicitation CIPS24-007 was issued for these projects in December 2023.
The solicitation was announced through:

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

Ninety-one (91) vendors were notified directly of the solicitation. Three (3) responses were received. After a review of each of the respondent's submittals the evaluation team recommends EAR Telecommunications, LLC dba EARTC for award.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

City staff recommends approval of Construction Contract Agreement # T.20-75-71-EAR-CIPS24-007, under Solicitation CIPS24-007 for the Construction Services for Intersection Improvements: Collaborative Way and Bagdad Road, CR175 and Journey Parkway, and San Gabriel Parkway Eastbound at U.S. Highway 183 Right-Turn Lane, CIP Project numbers T.20, T.75, and T.71 in the amount of \$2,301,795.31 EAR Telecommunications, LLC dba EARTC; and authorize the City Manager to execute any and all required documents.

PRESENTER:

Tony Bettis, CIP Program Manager

Fiscal Impact

Amount requested:

\$2,301,795.31

Approved in current budget (Yes / No):

Yes

Expenditure (New / Amended):

Amended

Recurring or one-time:

One-Time

Fund source (Operating / Utility / etc.):

GL 60-02-8042 (CAP METRO TRANSIT), 60-03-8042 (CAP METRO BUILD CTX), 58-01-8398 (TRN CO'S 2022), 40-04-8398 (RESERVES)

Attachments:

1. Partially Executed Contract Agreement # T.20-75-71-EAR-CIPS24-007
2. CIPS24-007 - Construction Services for Intersection Improvements - Scoring Summary

**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 **EAR Telecommunications, LLC dba EARTC** ("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, construction improvements at the intersection of Collaborative Way and Bagdad Road including the addition of a southbound left turn lane through full depth pavement widening with curb and gutter improvements, storm sewer modifications, permanent traffic signal with pavement grading and restriping and erosion and sedimentation controls. Improvements including, but not limited to, construction improvements at the intersection of CR175 and Journey Parkway including installation of a permanent traffic signal, restriping of pavement markings, and raised pavement markers and erosion and sedimentation controls. Improvements including, but not limited to, San Gabriel Parkway Eastbound at U.S. Highway 183 Right-Turn Lane.**

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Intersection Improvement(s)**

ARTICLE 3—ENGINEER

3.01 The Owner has retained **RPS** ("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 **RPS**.

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, including all options listed herein, will be substantially complete on or before **90 days** and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **120 days**..

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. *Substantial Completion:* Contractor shall pay Owner one-thousand dollars **\$1,000.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner one-thousand dollars **\$1,000.00** for each day that expires after such time until the Work is completed and ready for final payment.
 3. *Milestones:* Contractor shall pay Owner one-thousand dollars **\$1,000.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.03.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.
- C. If the Contractor successfully challenges the enforceability of the liquidated damages set forth in this Paragraph 4.03, the Contractor shall pay the Owner all actual damages, including consequential damages, incurred by the Owner in connection with the Contractor's failure to achieve Substantial Completion if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified, including all costs incurred by the Owner in proving its actual and consequential damages, including all attorneys' fees and experts' fees and expenses.

4.04 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner

for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5—CONTRACT PRICE

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

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

Option A: Traffic Signal – Bagdad Road & Collaborative Way					
Item No.	Description	Unit	Quantity	Bid Unit Price	Bid Amount
0100 6002 (TXDOT)	PREPARING ROW	13	STA	\$ 500.00	\$ 6,500.00
0104 6029 (TXDOT)	REMOVING CONC (CURB OR CURB & GUTTER)	437	LF	\$ 20.00	\$ 8,740.00
0104 6036 (TXDOT)	REMOVING CONC (SIDEWALK OR RAMP)	366	SY	\$ 90.00	\$ 32,940.00
0105 6015 (TXDOT)	REMOVING STAB BASE & ASPH PAV (8"-10")	271	SY	\$ 30.00	\$ 8,130.00
0110 6001 (TXDOT)	EXCAVATION (ROADWAY)	1107	CY	\$ 32.00	\$ 35,424.00
0132 6002 (TXDOT)	EMBANKMENT (FINAL)(DENS CONT)(TY A)	1294	CY	\$ 50.00	\$ 64,700.00
0132 6003 (TXDOT)	EMBANKMENT (FINAL)(ORD COMP)(TY B)	166	CY	\$ 70.00	\$ 11,620.00
0160 6004 (TXDOT)	FURNISHING AND PLACING TOPSOIL (6")	2420	SY	\$ 13.50	\$ 32,670.00
0164 6035 (TXDOT)	DRILL SEEDING (PERM) (RURAL) (CLAY)	2420	SY	\$ 1.00	\$ 2,420.00
0166 6002 (TXDOT)	FERTILIZER	0.15	TON	\$ 3,000.00	\$ 450.00
0168 6001 (TXDOT)	VEGETATIVE WATERING	48	MG	\$ 115.00	\$ 5,520.00
0247 6366 (TXDOT)	FL BS (CMP IN PLC)(TY A GR 5)(FNAL POS)	755	CY	\$ 70.00	\$ 52,850.00

0310 6001 (TXDOT)	PRIME COAT (MULTI OPTION)	308	GAL	\$ 7.00	\$ 2,156.00
0354 6002 (TXDOT)	PLAN & TEXT ASPH CONC PAV(0" TO 2")	4457	SY	\$ 9.00	\$ 40,113.00
0402 6001 (TXDOT)	TRENCH EXCAVATION PROTECTION	22	LF	\$ 75.00	\$ 1,650.00
0416 6032 (TXDOT)	DRILL SHAFT (TRF SIG POLE) (36 IN)	30	LF	\$ 380.00	\$ 11,400.00
0420 6009 (TXDOT)	CL A CONC (COLLAR)	1	EA	\$ 7,000.00	\$ 7,000.00
0464 6003 (TXDOT)	RC PIPE (CL III)(18 IN)	18	LF	\$ 410.00	\$ 7,380.00
0479 6001 (TXDOT)	ADJUSTING MANHOLES	4	EA	\$ 2,500.00	\$ 10,000.00
0496 6002 (TXDOT)	REMOV STR (INLET)	1	EA	\$ 1,950.00	\$ 1,950.00

Option A: Traffic Signal – Bagdad Road & Collaborative Way					
Item No.	Description	Unit	Quantity	Bid Unit Price	Bid Amount
0496 6007 (TXDOT)	REMOV STR (PIPE)	4	LF	\$ 50.00	\$ 200.00
0502 6001 (TXDOT)	BARRICADES, SIGNS AND TRAFFIC HANDLING	4	MO	\$ 5,000.00	\$ 20,000.00
0508 6001 (TXDOT)	CONSTRUCTING DETOURS	356	SY	\$ 225.00	\$ 80,100.00
0512 6009 (TXDOT)	PORT CTB (FUR & INST)(LOW PROF)(TY 1)	1300	LF	\$ 100.00	\$ 130,000.00
0512 6010 (TXDOT)	PORT CTB (FUR & INST)(LOW PROF)(TY 2)	80	LF	\$ 90.00	\$ 7,200.00
0512 6057 (TXDOT)	PORT CTB (REMOVE)(LOW PROF)(TY 1)	1300	LF	\$ 50.00	\$ 65,000.00
0512 6058 (TXDOT)	PORT CTB (REMOVE)(LOW PROF)(TY 2)	80	LF	\$ 55.00	\$ 4,400.00
0531 6010 (TXDOT)	CURB RAMPS (TY 7)	2	EA	\$ 4,000.00	\$ 8,000.00
0550 6001 (TXDOT)	CHAIN LINK FENCE (INSTALL) (6')	305	LF	\$ 75.00	\$ 22,875.00

0550 6003 (TXDOT)	CHAIN LINK FENCE (REMOVE)	304	LF	\$ 20.00	\$ 6,080.00
0610 6007 (TXDOT)	REMOVE RD IL ASM (SHOE-BASE)	2	EA	\$ 1,000.00	\$ 2,000.00
0618 6023 (TXDOT)	CONDT (PVC) (SCH 40) (2")	230	LF	\$ 15.00	\$ 3,450.00
0618 6029 (TXDOT)	CONDT (PVC) (SCH 40) (3")	45	LF	\$ 20.00	\$ 900.00
0618 6054 (TXDOT)	CONDT (PVC) (SCH 80) (3") (BORE)	255	LF	\$ 30.00	\$ 7,650.00
0620 6007 (TXDOT)	ELEC CONDR (NO.8) BARE	570	LF	\$ 3.00	\$ 1,710.00
0620 6008 (TXDOT)	ELEC CONDR (NO.8) INSULATED	375	LF	\$ 3.00	\$ 1,125.00
0620 6009 (TXDOT)	ELEC CONDR (NO.6) BARE	30	LF	\$ 3.25	\$ 97.50
0620 6010 (TXDOT)	ELEC CONDR (NO.6) INSULATED	55	LF	\$ 3.25	\$ 178.75
0624 6010 (TXDOT)	GROUND BOX TY D (162922)W/APRON	4	EA	\$ 1,000.00	\$ 4,000.00
0628 6115 (TXDOT)	ELC SRV TY D 120/240 060(NS)AL(E)PS(U)	1	EA	\$ 7,500.00	\$ 7,500.00
0644 6076 (TXDOT)	REMOVE SM RD SN SUP&AM	2	EA	\$ 250.00	\$ 500.00
0644 6080 (TXDOT)	RELOCATE SM RD SN SUP & AM TY TEMP	1	EA	\$ 750.00	\$ 750.00
0662 6001 (TXDOT)	WK ZN PAV MRK NON-REMOV (W)4"(BRK)	75	LF	\$ 3.60	\$ 270.00
0662 6002 (TXDOT)	WK ZN PAV MRK NON-REMOV (W)4"(DOT)	25	LF	\$ 3.60	\$ 90.00
0662 6004 (TXDOT)	WK ZN PAV MRK NON-REMOV (W)4"(SLD)	2900	LF	\$ 3.60	\$ 10,440.00

Option A: Traffic Signal – Bagdad Road & Collaborative Way					
Item No.	Description	Unit	Quantity	Bid Unit Price	Bid Amount
0662 6012 (TXDOT)	WK ZN PAV MRK NON-REMOV (W)8"(SLD)	180	LF	\$ 7.00	\$ 1,260.00

0662 6016 (TXDOT)	WK ZN PAV MRK NON-REMOV (W)24"(SLD)	24	LF	\$ 20.00	\$ 480.00
0662 6017 (TXDOT)	WK ZN PAV MRK NON-REMOV (W)(ARROW)	2	EA	\$ 180.00	\$ 360.00
0662 6029 (TXDOT)	WK ZN PAV MRK NON-REMOV(W)(WORD)	2	EA	\$ 500.00	\$ 1,000.00
0662 6034 (TXDOT)	WK ZN PAV MRK NON-REMOV (Y)4"(SLD)	2800	LF	\$ 3.60	\$ 10,080.00
0666 6005 (TXDOT)	REFL PAV MRK TY I (W)4"(DOT)(090MIL)	100	LF	\$ 3.60	\$ 360.00
0666 6035 (TXDOT)	REFL PAV MRK TY I (W)8"(SLD)(090MIL)	726	LF	\$ 7.00	\$ 5,082.00
0666 6041 (TXDOT)	REFL PAV MRK TY I (W)12"(SLD)(090MIL)	127	LF	\$ 9.00	\$ 1,143.00
0666 6047 (TXDOT)	REFL PAV MRK TY I (W)24"(SLD)(090MIL)	73	LF	\$ 20.00	\$ 1,460.00
0666 6053 (TXDOT)	REFL PAV MRK TY I (W)(ARROW)(090MIL)	6	EA	\$ 180.00	\$ 1,080.00
0666 6077 (TXDOT)	REFL PAV MRK TY I (W)(WORD)(090MIL)	6	EA	\$ 500.00	\$ 3,000.00
0666 6168 (TXDOT)	REFL PAV MRK TY II (W) 4" (DOT)	100	LF	\$ 3.60	\$ 360.00
0666 6170 (TXDOT)	REFL PAV MRK TY II (W) 4" (SLD)	1134	LF	\$ 3.60	\$ 4,082.40
0666 6178 (TXDOT)	REFL PAV MRK TY II (W) 8" (SLD)	726	LF	\$ 7.00	\$ 5,082.00
0666 6180 (TXDOT)	REFL PAV MRK TY II (W) 12" (SLD)	127	LF	\$ 9.00	\$ 1,143.00
0666 6182 (TXDOT)	REFL PAV MRK TY II (W) 24" (SLD)	73	LF	\$ 20.00	\$ 1,460.00
0666 6184 (TXDOT)	REFL PAV MRK TY II (W) (ARROW)	6	EA	\$ 180.00	\$ 1,080.00
0666 6192 (TXDOT)	REFL PAV MRK TY II (W) (WORD)	6	EA	\$ 500.00	\$ 3,000.00
0666 6207 (TXDOT)	REFL PAV MRK TY II (Y) 4" (SLD)	3868	LF	\$ 3.60	\$ 13,924.80
0666 6302 (TXDOT)	RE PM W/RET REQ TY I (W)4"(SLD)(090MIL)	1134	LF	\$ 3.60	\$ 4,082.40

0666 6314 (TXDOT)	RE PM W/RET REQ TY I (Y)4"(SLD)(090MIL)	3868	LF	\$ 3.60	\$ 13,924.80
0672 6007 (TXDOT)	REFL PAV MRKR TY I-C	36	EA	\$ 15.00	\$ 540.00
0672 6009 (TXDOT)	REFL PAV MRKR TY II-A-A	193	EA	\$ 15.00	\$ 2,895.00
0677 6001 (TXDOT)	ELIM EXT PAV MRK & MRKS (4")	5600	LF	\$ 2.00	\$ 11,200.00
0677 6003 (TXDOT)	ELIM EXT PAV MRK & MRKS (8")	300	LF	\$ 4.50	\$ 1,350.00

Option A: Traffic Signal – Bagdad Road & Collaborative Way					
Item No.	Description	Unit	Quantity	Bid Unit Price	Bid Amount
0680 6002 (TXDOT)	INSTALL HWY TRF SIG (ISOLATED)	1	EA	\$ 76,295.00	\$ 76,295.00
0682 6001 (TXDOT)	VEH SIG SEC (12")LED(GRN)	6	EA	\$ 425.00	\$ 2,550.00
0682 6002 (TXDOT)	VEH SIG SEC (12")LED(GRN ARW)	1	EA	\$ 425.00	\$ 425.00
0682 6003 (TXDOT)	VEH SIG SEC (12")LED(YEL)	6	EA	\$ 425.00	\$ 2,550.00
0682 6004 (TXDOT)	VEH SIG SEC (12")LED(YEL ARW)	1	EA	\$ 425.00	\$ 425.00
0682 6004 (TXDOT)	VEH SIG SEC (12")LED(YEL ARW)	2	EA	\$ 425.00	\$ 850.00
0682 6005 (TXDOT)	VEH SIG SEC (12")LED(RED)	6	EA	\$ 425.00	\$ 2,550.00
0682 6006 (TXDOT)	VEH SIG SEC (12")LED(RED ARW)	1	EA	\$ 425.00	\$ 425.00
0682 6018 (TXDOT)	PED SIG SEC (LED)(COUNTDOWN)	2	EA	\$ 800.00	\$ 1,600.00
0682 6054 (TXDOT)	LOUVER (12") (ADJUSTABLE)	6	EA	\$ 250.00	\$ 1,500.00
0682 6055 (TXDOT)	LOUVER (12") (ADJUSTABLE)	1	EA	\$ 250.00	\$ 250.00
0684 6028 (TXDOT)	TRF SIG CBL (TY A)(14 AWG)(2 CONDR)	352	LF	\$ 3.25	\$ 1,144.00

0684 6031 (TXDOT)	TRF SIG CBL (TY A)(14 AWG)(5 CONDR)	1605	LF	\$ 3.50	\$ 5,617.50
0684 6033 (TXDOT)	TRF SIG CBL (TY A)(14 AWG)(7 CONDR)	1330	LF	\$ 3.75	\$ 4,987.50
0686 6043 (TXDOT)	INS TRF SIG PL AM(S)1 ARM(40')LUM	1	EA	\$ 20,000.00	\$ 20,000.00
0686 6135 (TXDOT)	INS TRF SIG PL AM(S)2 ARM(40-24')LUM	1	EA	\$ 23,000.00	\$ 23,000.00
0687 6001 (TXDOT)	PED POLE ASSEMBLY (INCLUDE DRILL SHAFT)	2	EA	\$ 2,900.00	\$ 5,800.00
3076 6001 (TXDOT)	D-GR HMA TY-B PG64-22	424	TON	\$ 180.00	\$ 76,320.00
3076 6042 (TXDOT)	D-GR HMA TY-D SAC-B PG70-22	661	TON	\$ 210.00	\$ 138,810.00
5001 6002 (TXDOT)	GEOGRID BASE REINFORCEMENT (TY II)	1941	SY	\$ 7.50	\$ 14,557.50
6001 6001 (TXDOT)	PORTABLE CHANGEABLE MESSAGE SIGN	30	DAY	\$ 2,250.00	\$ 67,500.00
6054 6004 (TXDOT)	ANTENNA (OMNI-DIRECTIONAL)	1	EA	\$ 1,200.00	\$ 1,200.00
6083 6001 (TXDOT)	VIDEO IMAGING AND RAD VEH DETECTION SYS	1	EA	\$ 22,500.00	\$ 22,500.00
6094 6001 (TXDOT)	VIVDS CAMERA	1	EA	\$ 3,000.00	\$ 3,000.00
6185 6005 (TXDOT)	TMA (MOBILE OPERATION)	6	DAY	\$ 750.00	\$ 4,500.00

Option A: Traffic Signal – Bagdad Road & Collaborative Way

Item No.	Description	Unit	Quantity	Bid Unit Price	Bid Amount
7012 6001 (TXDOT)	CURB INLET SEDIMENT PROTECTION	30	EA	\$ 50.00	\$ 1,500.00
641S (COA)	STABILIZED CONSTRUCTION ENTRANCE	1	EA	\$ 3,000.00	\$ 3,000.00
642S (COA)	SILT FENCE FOR EROSION CONTROL	1965	LF	\$ 6.00	\$ 11,790.00
201-2 (COL)	STANDARD 10' CURB INLET	2	EA	\$ 8,750.00	\$ 17,500.00
401-1 (COL)	STREET SIGN	6	EA	\$ 750.00	\$ 4,500.00
430S-B (COL)	P.C. CONCRETE CURB AND GUTTER (FINE GRADING)	1204	LF	\$ 50.00	\$ 60,200.00
432S (COL)	NEW PC CONCRETE SIDEWALKS, 4 INCH THICKNESS	2913	SF	\$ 15.00	\$ 43,695.00
9000 (COL)	INSTALL RED-LIGHT CONFIRMATION LIGHT SYSTEM	1	EA	\$ 4,500.00	\$ 4,500.00
0500 6001 (TXDOT)	MOBILIZATION (20%)	1	LS	\$ 20,000.00	\$ 20,000.00
Total of all Unit Price Bid Items				\$	1,462,600.15

Option B: Traffic Signal – Intersection of CR 175 & Journey Parkway

Item No.	Description	Unit	Quantity	Bid Unit Price	Bid Amount
100-600 (TXDOT)	PREPARING ROW	STA	12	\$ 500.00	\$ 6,000.00
160-6003 (TXDOT)	FURNISHING AND PLACING TOPSOIL (4")	SY	46	\$ 10.00	\$ 460.00
162-6002 (TXDOT)	BLOCK SODDING	SY	46	\$ 15.00	\$ 690.00
416-6032 (TXDOT)	DRILL SHAFT (TRF SIG POLE) (36 IN)	LF	31	\$ 380.00	\$ 11,780.00
416-6034 (TXDOT)	DRILL SHAFT (TRF SIG POLE) (48 IN)	LF	44	\$ 450.00	\$ 19,800.00
502-6001 (TXDOT)	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	1	\$ 5,000.00	\$ 5,000.00
618-6023 (TXDOT)	CONDT (PVC) (SCH 40) (2")	LF	107	\$ 15.00	\$ 1,605.00

618-6029 (TXDOT)	CONDT (PVC) (SCH 40) (3")	LF	151	\$ 20.00	\$ 3,020.00
618-6054 (TXDOT)	CONDT (PVC) (SCH 80) (3") (BORE)	LF	1158	\$ 30.00	\$ 34,740.00
620-6007 (TXDOT)	ELEC CONDR (NO.8) BARE	LF	1390	\$ 3.25	\$ 4,517.50
620-6008 (TXDOT)	ELEC CONDR (NO.8) INSULATED	LF	1205	\$ 3.25	\$ 3,916.25
620-6009 (TXDOT)	ELEC CONDR (NO.6) BARE	LF	14	\$ 3.50	\$ 49.00
620-6010 (TXDOT)	ELEC CONDR (NO.6) INSULATED	LF	28	\$ 3.50	\$ 98.00

Option B: Traffic Signal – Intersection of CR 175 & Journey Parkway

Item No.	Description	Unit	Quantity	Bid Unit Price	Bid Amount
624-6010 (TXDOT)	GROUND BOX TY D (162922)W/APRON	EA	4	\$ 1,000.00	\$ 4,000.00
628-6115 (TXDOT)	ELC SRV TY D 120/240 060(NS)AL(E)PS(U)	EA	1	\$ 7,500.00	\$ 7,500.00
644-6001 (TXDOT)	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	EA	2	\$ 750.00	\$ 1,500.00
644-6007 (TXDOT)	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	EA	4	\$ 750.00	\$ 3,000.00
644-6076 (TXDOT)	REMOVE SM RD SN SUP&AM	EA	13	\$ 250.00	\$ 3,250.00
666-6006 (TXDOT)	REFL PAV MRK TY I (W)4"(DOT)(100MIL)	LF	35	\$ 3.60	\$ 126.00
666-6036 (TXDOT)	REFL PAV MRK TY I (W)8"(SLD)(100MIL)	LF	1219	\$ 6.75	\$ 8,228.25
666-6042 (TXDOT)	REFL PAV MRK TY I (W)12"(SLD)(100MIL)	LF	886	\$ 9.00	\$ 7,974.00
666-6048 (TXDOT)	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	LF	167	\$ 19.50	\$ 3,256.50
666-6054 (TXDOT)	REFL PAV MRK TY I (W)(ARROW)(100MIL)	EA	8	\$ 180.00	\$ 1,440.00
666-6057 (TXDOT)	REFL PAV MRK TY I(W)(DBL ARROW)(100MIL)	EA	1	\$ 270.00	\$ 270.00

666-6078 (TXDOT)	REFL PAV MRK TY I (W)(WORD)(100MIL)	EA	8	\$ 500.00	\$ 4,000.00
666-6105 (TXDOT)	REFL PAV MRK TY I (W)(BIKE ARW)(100MIL)	EA	1	\$ 400.00	\$ 400.00
666-6111 (TXDOT)	REFL PAV MRK TY I(W)(BIKE SYML)(100MIL)	EA	1	\$ 225.00	\$ 225.00
666-6147 (TXDOT)	REFL PAV MRK TY I (Y)4"(SLD)(100MIL)	EA	35	\$ 3.60	\$ 126.00
666-6224 (TXDOT)	PAVEMENT SEALER 4"	LF	1708	\$ 2.00	\$ 3,416.00
666-6226 (TXDOT)	PAVEMENT SEALER 8"	LF	1219	\$ 3.50	\$ 4,266.50
666-6228 (TXDOT)	PAVEMENT SEALER 12"	LF	886	\$ 5.75	\$ 5,094.50
666-6230 (TXDOT)	PAVEMENT SEALER 24"	LF	167	\$ 11.00	\$ 1,837.00
666-6231 (TXDOT)	PAVEMENT SEALER (ARROW)	EA	8	\$ 150.00	\$ 1,200.00
666-6232 (TXDOT)	PAVEMENT SEALER (WORD)	EA	8	\$ 200.00	\$ 1,600.00
666-6234 (TXDOT)	PAVEMENT SEALER (DBL ARROW)	EA	1	\$ 200.00	\$ 200.00
666-6244 (TXDOT)	PAVEMENT SEALER (BIKE ARROW)	EA	1	\$ 150.00	\$ 150.00
666-6245 (TXDOT)	PAVEMENT SEALER (BIKE SYMBOL)	EA	1	\$ 100.00	\$ 100.00
666-6300 (TXDOT)	RE PM W/RET REQ TY I (W)4"(BRK)(100MIL)	LF	690	\$ 3.60	\$ 2,484.00

Option B: Traffic Signal – Intersection of CR 175 & Journey Parkway

Item No.	Description	Unit	Quantity	Bid Unit Price	Bid Amount
666-6303 (TXDOT)	RE PM W/RET REQ TY I (W)4"(SLD)(100MIL)	LF	253	\$ 3.60	\$ 910.80
666-6315 (TXDOT)	RE PM W/RET REQ TY I (Y)4"(SLD)(100MIL)	LF	765	\$ 3.60	\$ 2,754.00
672-6007 (TXDOT)	REFL PAV MRKR TY I-C	EA	74	\$ 15.00	\$ 1,110.00

672-6009 (TXDOT)	REFL PAV MRKR TY II-A-A	EA	35	\$ 15.00	\$ 525.00
672-6010 (TXDOT)	REFL PAV MRKR TY II-C-R	EA	14	\$ 15.00	\$ 210.00
680-6002 (TXDOT)	INSTALL HWY TRF SIG (ISOLATED)	EA	1	\$ 57,500.00	\$ 57,500.00
682-6001 (TXDOT)	VEH SIG SEC (12")LED(GRN)	EA	9	\$ 405.00	\$ 3,645.00
682-6002 (TXDOT)	VEH SIG SEC (12")LED(GRN ARW)	EA	4	\$ 405.00	\$ 1,620.00
682-6003 (TXDOT)	VEH SIG SEC (12")LED(YEL)	EA	9	\$ 405.00	\$ 3,645.00
682-6004 (TXDOT)	VEH SIG SEC (12")LED(YEL ARW)	EA	6	\$ 405.00	\$ 2,430.00
682-6005 (TXDOT)	VEH SIG SEC (12")LED(RED)	EA	9	\$ 405.00	\$ 3,645.00
682-6006 (TXDOT)	VEH SIG SEC (12")LED(RED ARW)	EA	4	\$ 405.00	\$ 1,620.00
682-6018 (TXDOT)	PED SIG SEC (LED)(COUNTDOWN)	EA	8	\$ 800.00	\$ 6,400.00
682-6054 (TXDOT)	BACKPLATE W/REF BRDR(3 SEC)(VENT)ALUM	EA	11	\$ 125.00	\$ 1,375.00
682-6055 (TXDOT)	BACKPLATE W/REF BRDR(4 SEC)(VENT)ALUM	EA	2	\$ 200.00	\$ 400.00
684-6007 (TXDOT)	TRF SIG CBL (TY A)(12 AWG)(2 CONDR)	LF	66	\$ 3.25	\$ 214.50
684-6028 (TXDOT)	TRF SIG CBL (TY A)(14 AWG)(2 CONDR)	LF	1262	\$ 3.50	\$ 4,417.00
684-6031 (TXDOT)	TRF SIG CBL (TY A)(14 AWG)(5 CONDR)	LF	2644	\$ 3.50	\$ 9,254.00
684-6033 (TXDOT)	TRF SIG CBL (TY A)(14 AWG)(7 CONDR)	LF	455	\$ 3.75	\$ 1,706.25
686-6047 (TXDOT)	INS TRF SIG PL AM(S)1 ARM(44')LUM	EA	2	\$ 20,000.00	\$ 40,000.00
686-6051 (TXDOT)	INS TRF SIG PL AM(S)1 ARM(48')LUM	EA	1	\$ 40,000.00	\$ 40,000.00
686-6059 (TXDOT)	INS TRF SIG PL AM(S)1 ARM(55')LUM	EA	1	\$ 41,500.00	\$ 41,500.00
687-6001 (TXDOT)	PED POLE ASSEMBLY	EA	3	\$ 2,900.00	\$ 8,700.00

688-6001 (TXDOT)	PED DETECT PUSH BUTTON (APS)	EA	8	\$ 785.00	\$ 6,280.00
Option B: Traffic Signal – Intersection of CR 175 & Journey Parkway					
Item No.	Description	Unit	Quantity	Bid Unit Price	Bid Amount
688-6003 (TXDOT)	PED DETECTOR CONTROLLER UNIT	EA	1	\$ 3,500.00	\$ 3,500.00
6001-6001 (TXDOT)	PORTABLE CHANGEABLE MESSAGE SIGN	DAY	21	\$ 75.00	\$ 1,575.00
6054 6004 (TXDOT)	ANTENNA (OMNI-DIRECTIONAL)	EA	1	\$ 600.00	\$ 600.00
6083-6001 (TXDOT)	VIDEO IMAGING AND RAD VEH DETECTION SYS	EA	1	\$ 27,975.00	\$ 27,975.00
6094-6001 (TXDOT)	VIVDS CAMERA	EA	1	\$ 3,000.00	\$ 3,000.00
642S-1 (COA)	SILT FENCE (INSTALL)	LF	230	\$ 6.00	\$ 1,380.00
642S-1 (COA)	SILT FENCE (REMOVE)	LF	230	\$ 3.00	\$ 690.00
9000 (COL)	INSTALL RED-LIGHT CONFIRMATION LIGHT SYSTEM	EA	1	\$ 5,000.00	\$ 5,000.00
500 (TXDOT)	MOBILIZATION (20% OF ALL ITEMS)	LS	1	\$ 20,000.00	\$ 20,000.00
Total of all Unit Price Bid Items				\$ 460,901.05	

Option C: Traffic Signal – San Gabriel Parkway Eastbound at U.S. Highway 183 Right-Turn Lane					
Item No.	Description	Unit	Quantity	Bid Unit Price	Bid Amount
TXDOT 100XXXX	PREP ROW	LS	1	\$ 6,000.00	\$ 6,000.00
TXDOT 1046022	REMOVE CONCRETE (CURB & GUTTER)	LF	520.5	\$ 20.00	\$ 10,410.00
TXDOT 1106001	EXCAVATION	CY	855	\$ 32.00	\$ 27,360.00
TXDOT 1326002	EMBANKMENT	CY	760	\$ 50.00	\$ 38,000.00
TXDOT 1606004	FURNISH AND PLACING TOPSOIL (6")	SY	1986	\$ 13.50	\$ 26,811.00

TXDOT 1646035	SEEDING FOR EROSION CONTROL	SY	4115	\$ 1.00	\$ 4,115.00
TXDOT 1686001	VEGETATIVE WATERING (69,260 GAL)	MG	0.0692	\$ 115.00	\$ 7.96
TXDOT 2476366	FLEXIBLE BASE 24 IN	SY	1227	\$ 45.00	\$ 55,215.00
TXDOT 3406011	D-GR HMA(SQ) TY-B PG64-22(3.0 IN)	SY	896	\$ 31.50	\$ 28,224.00
TXDOT 3406048	D-GR HMA(SQ) TY-C SAC-B PG70-22(2.0 IN)	SY	896	\$ 37.50	\$ 33,600.00
TXDOT 5006001	MOBILIZATION	LS	1	\$ 20,000.00	\$ 20,000.00

Option C: Traffic Signal – San Gabriel Parkway Eastbound at U.S. Highway 183 Right-Turn Lane					
Item No.	Description	Unit	Quantity	Bid Unit Price	Bid Amount
TXDOT 5026001	BARRICADES, SIGNS, AND TRAFFIC HANDLING – INCLUDING: CTB, CONSTRUCTION DETOURS, PROJECT SIGNS, SIDEWALK CLOSURE SIGNS, INSTALLATION, MAINTENANCE, AND REMOVAL OF ALL DEVICES	DAYS	90	\$ 170.00	\$ 15,300.00
TXDOT 5316004	CURB RAMPS AND LANDING (PED-18)	EA	2	\$ 4,000.00	\$ 8,000.00
TXDOT 6446001	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	EA	2	\$ 750.00	\$ 1,500.00
TXDOT 6446004	IN SM RD SN SUP&AM TY10BWG(1)SA(T)	EA	1	\$ 750.00	\$ 750.00
TXDOT 6446076	REMOVE R3-8 SIGN	EA	1	\$ 250.00	\$ 250.00
TXDOT 6666005	REFL PAV MARK TY I DASHED (CAT TRACKS)(HOT APPLIED THERMOPLASTIC)	LF	78	\$ 13.50	\$ 1,053.00
TXDOT 6666032	PAV MRK LAND LINE (4 IN SOLID)	LF	145	\$ 3.60	\$ 522.00
TXDOT 6666047	REFL PAV MRK TY I (W)(24 IN)(SLD); STOP BAR (HOT APPLIED THERMOPLASTIC)	LF	75	\$ 20.40	\$ 1,530.00
TXDOT 6666053	REFL PAV MRK TY I (WHITE) RIGHT TURN ARROW, (HOT APPLIED THERMOPLASTIC)	EA	2	\$ 225.00	\$ 450.00

TXDOT 6666056	REFL PAV MARK TY I (WHITE) COMBINATION RIGHT TURN / STRAIGHT ARROW	EA	2	\$ 400.00	\$ 800.00
TXDOT 6666077	REFL PAV MARK TY I (W)(WORD) "ONLY" (HOT APPLIED THERMOPLASTIC)	EA	3	\$ 500.00	\$ 1,500.00
TXDOT 6666302	REFL PAV MARK TY I (WHITE) FOG LINE (4 IN SOLID)	EA	514	\$ 3.60	\$ 1,850.40
TXDOT 6666314	PAV MARK DOUBLE YELLOW (4 IN SOLID)	LF	540	\$ 7.25	\$ 3,915.00
TXDOT 6776001	REMOVE PAV MRK DOUBLE YELLOW (4 IN SOLID)	LF	551	\$ 2.00	\$ 1,102.00
TXDOT 6776001	REMOVE FOG LINE (4 IN SOLID)	LF	519	\$ 2.00	\$ 1,038.00
TXDOT 6776003	REMOVE PAV MRK WHITE (8 IN SOLID)	LF	150	\$ 4.50	\$ 675.00
TXDOT 6776007	REMOVE (W) (24 IN)(SLD); STOP BAR	LF	61	\$ 15.00	\$ 915.00
TXDOT 6776009	REMOVE COMBINATION RIGHT TURN / STRAIGHT ARROW	EA	2	\$ 100.00	\$ 200.00
TXDOT 6776012	REMOVE (W) (WORD) "ONLY"	EA	1	\$ 150.00	\$ 150.00
TXDOT 6876001	INSTALL PED POLE ASSEMBLY AND APS UNIT	EA	1	\$ 1,250.00	\$ 1,250.00
TXDOT 6906030	REMOVAL OF PEDESTRIAN PUSH BUTTONS	EA	1	\$ 150.00	\$ 150.00
TXDOT690- 6032	INSTALL OF PEDESTRIAN PUSH BUTTONS	EA	1	\$ 150.00	\$ 150.00

Option C: Traffic Signal – San Gabriel Parkway Eastbound at U.S. Highway 183 Right-Turn Lane

Item No.	Description	Unit	Quantity	Bid Unit Price	Bid Amount
COA 641S	STABILIZED CONSTRUCTION ENTRANCE (INSTALL/REMOVAL)	EA	1	\$ 3,000.00	\$ 3,000.00
COA 642S	SILT FENCING (INSTALL/MAINTAIN/REMOVAL)	LF	825	\$ 9.00	\$ 7,425.00
COL 430S-B	CONC CURB AND GUTTER (TY II)(MOD) (W/THREE #3 REBAR AND 3 DOWELS)	LF	730	\$ 65.00	\$ 47,450.00
COL 432S-4	CONCRETE PAVING TO INCLUDE: FLATWORK AROUND CURB RAMPS AND LANDINGS	SY	54	\$ 225.00	\$ 12,150.00

SPECIAL	SAW CUT EXISTING PAVEMENT	LF	604	\$ 10.00	\$ 6,040.00
SPECIAL	STORMWATER VEGETATIVE FILTER STRIP ON SOUTH SIDE OF ROW – (110-FT X 15-FT), TO INCLUDE RAISED CURB OPENINGS, GRADING, TOPSOIL, SEEDING AND WATERING	LS	1	\$ 5,000.00	\$ 5,000.00
TXDOT 6186046	CONDT (PVC) (SCH 80) (2")	LF	16	\$ 20.00	\$ 320.00
TXDOT 6366001	ALUMINUM SIGNS (TY A)	SF	9	\$ 30.00	\$ 270.00
COL 6826001	VEH SIG SEC (12")LED(GRN)	EA	1	\$ 405.00	\$ 405.00
COL 6826002	VEH SIG SEC (12")LED(GRN ARW)	EA	1	\$ 405.00	\$ 405.00
COL 6826003	VEH SIG SEC (12")LED(YEL)	EA	1	\$ 405.00	\$ 405.00
COL 6826004	VEH SIG SEC (12")LED(YEL ARW)	EA	1	\$ 405.00	\$ 405.00
COL 6826004	VEH SIG SEC (12")LED(YEL ARW)	EA	1	\$ 405.00	\$ 405.00
COL 6826005	VEH SIG SEC (12")LED(RED)	EA	1	\$ 405.00	\$ 405.00
COL 6826025	BACKPLATE 12"(5 SEC)	EA	1	\$ 205.00	\$ 205.00
COL 6846028	TRF SIG CBL (TY A)(14 AWG)(2 CONDR)	LF	42	\$ 3.25	\$ 136.50
COL 6846031	TRF SIG CBL (TY A)(14 AWG)(5 CONDR)	LF	53	\$ 3.50	\$ 185.50
COL 6846033	TRF SIG CBL (TY A)(14 AWG)(7 CONDR)	LF	237	\$ 3.75	\$ 888.75
Total of all Unit Price Bid Items				\$ 378,294.11	

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 three hundred one thousand seven hundred ninety-five dollars thirty-one cents \$[2,301,795.31].**
- 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. Addenda No. 4
13. 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.

- J. Contractor will notify Owner immediately of any inadvertent or intentional breach of this agreement by Contractor including if the circumstances related to any of Contractors representations in 8.03(E)-(H) change.
- K. Contractor certifies that it will retain Contracting Information, as defined by Texas Government Code Section 552.003, for the duration of Owner's record retention schedules. Contractor will provide the documents upon request by Owner as required by Section 552.371. Contractor will provide the requested documents in time for Owner to meet the deadlines described in 552.371. If Contractor is unable to meet the deadlines, Contractor will provide written notice to Owner of the timeframe for compliance so that Owner can provide as much to the Attorney General if owner deems so necessary or beneficial.

<Signatures on Separate Page>

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

By: _____

Date: _____

Name: _____

Title: _____

Attest: _____

Title: _____

Address for giving notices:

Designated Representative:

Name: _____

Title: _____

Address:

Phone: _____

Email: _____

Contractor:

EAR Telecommunications, LLC DBA EARTC

By:  _____

Date: 04/12/2024

Name: Carlos Reyes

Title: President / Founder

Attest: Juana Quiroz

Title: Assistant Administrator

Address for giving notices:

14719 US Highway 290 E.
Suite 106
Manor, TX 78653

Designated Representative:

Name: Carlos Reyes

Title: President / Founder

Address:

14719 US Highway 290 E
Suite 106
Manor, TX 78653

Phone: (512) 850-1490

Email: Carlos.Reyes@EARTC.com



CIPS24-007 - Construction Services for Intersection Improvements

Scoring Summary

Active Submissions

	Total	References	Responsive Proposal	A - Project Cost	A-1 - Total Project Cost - Option A	A-2 - Total Project Cost - Option B	A-3 - Total Project Cost - Option C	
Supplier	/ 100 pts	/ 15 pts	/ 10 pts	/ 75 pts*	/ 100 pts	/ 100 pts	/ 100 pts	
EARTC	99.57	14.9	9.667	75	100 (\$1,462,600.15)	100 (\$460,901.05)	100 (\$378,294.11)	AWARD
Texas Road, LLC	85.63	14	8.667	62.97	99.07 (\$1,476,288.87)	93.75 (\$491,610.70)	59.03 (\$640,803.88)	
Patin Construction	70.79	0	8	62.79	97 (\$1,507,766.00)	62.79 (\$734,057.00)	91.35 (\$414,107.42)	



EXECUTIVE SUMMARY
5/2/2024

AGENDA SUBJECT:

Award of Solicitation CIPS24-008 to Asphalt Inc., LLC dba Lone Star Paving Company for Roadway Rehabilitation Fiscal Year 2024 (CIP T.102) in the amount of \$2,090,045.00; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

Solicitation CIPS24-008 was issued for City's Roadway Rehabilitation FY 2024 project in February 2024 through:

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

One Thousand Three Hundred Eighty-five (1,385) vendors were notified directly of the solicitation. Four (4) bids were received. Asphalt Inc., LLC dba Lone Star Paving Company was selected as the lowest qualified bidder with a total (Base + Alternates) bid of \$2,090,045.00. The attached tabulation includes all four (4) bids received.

Roadways selected for rehabilitation were based on the severity and extent of the distresses present on the pavement condition assessment performed by Applied Research Associates (ARA) in 2020 and 2021 and their recommended five (5)- year work plan. The attached location map shows selected roadways. Rehabilitation methods include mill and overlay with isolated full-depth repair locations.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

City staff recommends approval of Construction Contract Agreement #P24-PW-02-LSP-CIPS24-008, under Solicitation CIPS24-008 for the Roadway Rehabilitation Fiscal Year 2024, in the amount of \$2,090,045.00 to Asphalt Inc., LLC dba Lone Star Paving Company; and authorize the City Manager to execute any and all required documents.

PRESENTER:

	<u>Fiscal Impact</u>
<u>Amount requested:</u>	\$2,090,045.00
<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>	GL 01-21-5605 (Road Rehab Project)

- Attachments:**
1. Partially Executed Contract Agreement # P24-PW-02-LSP-CIPS24-008
 2. COL Roadway Rehabilitation FY 24 Location Map
 3. Roadway Rehabilitation FY 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 Asphalt Inc., LLC dba Lone Star Paving Company ("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 I—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: improvements including, but not limited to, the edge mill and overlay or mill and overlay, to include multiple full-depth repairs, striping, and other maintenance work on various City of Leander roadways.

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 Roadway Rehabilitation Fiscal Year 2024

ARTICLE 3—ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by City of Leander Public Works Department, 607 Municipal Dr, Leander, TX 78641.

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, including all items listed in Paragraph 5.01, will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before September 30th, 2024.

4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

-
1. Substantial Completion: Contractor shall pay Owner one-thousand dollars \$1,000.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner one-thousand dollars \$1,000.00 for each day that expires after such time until the Work is completed and ready for final payment.
 3. Milestones: Contractor shall pay Owner one-thousand dollars \$1,000.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.03.A.1 will apply, rather than the Milestone rate.
 4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.04 Special Damages

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

ARTICLE 5. CONTRACT PRICE

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

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

Unit Price Work					
A. Heroway West (North of Apple Spring Dr to North of Honeycomb Messa)					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended
340	DENSE GRADED HOT MEX ASPHALT TYPE C (2" THICK)	SY	18026	\$ 12.00	\$ 216,312.00
351	FLEXIBLE PAVEMENT STRUCTURE REPAIR	SY	186	\$ 84.00	\$ 15,624.00
500	MOBILIZATION/DEMOBILIZAT*ON	LS	1	\$ 8,500.00	\$ 8,500.00
502	BARRICADES, SIGNS AND TRAFFIC HANDLING	LS	1	\$ 6,550.00	\$ 6,550.00
666	REFL PAV MRK TY I (Y) 4" (SID) (IOOMIL)	FT	11680	\$0.52	\$ 6,073.60
666	REFL PAV MRI<TY I (W) 4" (SID) (IOOMEL)	FT	11680	\$0.52	\$ 6,073.60
666	REFL PAV MRI<TY I (W) 4" (SID) (IOOMEL)	FT	48	\$ 20.00	\$ 960.00
672	RE-FL PAV MRKR TY II A-A	EA	230	\$ 12.00	\$ 2,760.00
B. Northern TRL, Mason st, Dew Drop Ln, Bent Wood Dr, Teal In					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
340	DENSE GRADED HOT MIX ASPHALT TYPE D (2 ¹¹ THICK)	SY	12928	\$ 12.65	\$ 163,539.20
351	FLEXIBLE PAVEMENT STRUCTURE REPAIR (4 ¹¹)	SY	235	\$ 35.00	\$ 8,225.00
354	PLANING AND TEXTURING ASPHALT PAVEMENT, Edge Mill (0-2")	SY	6965	\$1.35	\$ 9,402.75
500	MOBILIZATION/DEMOBILIZATION	LS	1	\$10,500	\$ 10,500.00
502	BARRICADES, SIGNS AND TRAFFIC HANDLING	LS	1	\$ 5,850.00	\$ 5,850.00
666	REFL PAV TY I (W) 24" (SID) (IOOMIL)	EA	56	\$ 20.00	\$ 1,120.00
672	REFL PAV MRKR TY II B-B	EA	5	\$20.00	\$ 100.00
COA 628	INLET PROTECTION	LS	1	\$ 500.00	\$500.00
COL 107-4	MANHOLE CASTING ADJUSTMENT AND CONCRETE BLOCK	EA	6	\$ 1,225.00	\$ 7,350.00
COL 107-4	WATER VALVE CASTING ADJUSTMENT AND CONCRETE BLOCK	EA	1	\$ 675.00	\$ 675.00

C. Eagles Way, Lantana Dr, Lantana Ln, Coyote Ln, Moon Glow Dr					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended
340	DENSE GRADED HOT MIX ASPHALT TYPE D (2" THECK)	SY	11652	\$ 13.00	\$ 151,476.00
351	FLEXIBLE PAVEMENT STRUCTURE REPAIR	SY	554	\$ 36.00	\$ 19,944.00
354	PLANING AND TEXTURING ASPHALT PAVEMENT, Edge	SY	6360	\$1.45	\$ 9,222.00
500	MOBILIZATION/DEMOBILIZATION	LS	1	\$ 10,700.00	\$ 10,700.00
502	BARRICADES, SIGNS AND TRAFFIC HANDLING	LS	1	\$ 5,850.00	\$5,850
666	REFL PAV MRKTYI (W) 24 ¹¹ (SID) (IOMIL)	FT	70	\$ 20.00	\$ 1,400.00

672	REFL PAV MRKR TY II B-B	EA	6	\$ 20.00	\$ 120.00
COA 628	INLET PROTECTION	LS	1	\$ 500.00	\$ 500.00
COL 107-4	MANHOLE CASTING ADJUSTMENT AND CONCRETE BLOCK	EA	12	\$ 1,225.00	\$ 14,700.00
COL 107-4	WATER VALVE CASTING ADJUSTMENT AND CONCRETE BLOCK	EA	4	\$ 675.00	\$ 2,700.00

D. Sonny Drive (Bagdad to Moon Glow Dr) and Adjacent courts

Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
340	DENSE GRADED HOT MIX ASPHALT TYPE D (2" THICK)	SY	10777	\$13.25	\$ 142,795.25
351	FLEXIBLE PAVEMENT STRUCTURE REPAIR	SY	134	\$ 40.00	\$ 5,360.00
354	PLANING AND TEXTURING ASPHALT PAVEMENT, Edge Milk (0-2")	SY	3950	\$2.15	\$ 8,492.50
500	MOBILIZATION/DEMOBILIZATION	LS	1	\$ 9,500.00	\$ 9,500.00
502	BARRICADES, SIGNS AND TRAFFIC HANDL*NG	LS	1	\$ 5,850.00	\$ 5,850.00
666	PAV MRKTYI (W) 24" (SLD) (IOMIL)	FT	70	\$ 20.00	\$ 1,400.00
672	RE-FL PAV MRKR TY II B-B	EA	2	\$ 20.00	\$ 40.00
COA 628	INLET PROTECTION	LS	1	\$ 500.00	\$ 500.00
COL 107-4	MANHOLE CASTING ADJUSTMENT AND CONCRETE BLOCK	EA	14	\$ 1,225.00	\$ 17,150.00
COL 107-4	WATER VALVE CASTING ADJUSTMENT AND CONCRETE BLOCK	EA	6	\$ 675.00	\$ 4050.00

E. Honeysucldc Drive and Adjacent Courts

Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
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340	DENSE GRADED HOT MIX ASPHALT TYPE D (2" THICK)	SY	9683	\$ 13.60	\$ 131,688.80
351	FLEXIBLE PAVEMENT STRUCTURE REPAIR	SY	2322	\$ 30.00	\$ 69,660.00
354	PLANING AND TEXTURING ASPHALT PAVEMENT, Edge Mill (0-2")	SY	3172	\$2.60	\$ 8,247.20
500	MOBILEZATION/DEMOBILIZATION	LS	1	\$ 9,500.00	\$ 9,500.00
502	BARRICADES, SIGNS AND TRAFFIC HANDLING	LS	1	\$ 7,500.00	\$ 7,500.00
666	REFL PAV MRK TY I (W) 24" (SLD) (IOMIL)	FT	70	\$ 20.00	\$ 1,400.00
672	REFL PAV MRKR TY II B-g	EA	6	\$ 20.00	\$ 120.00
COA 628	INLET PROTECTION	LS	1	\$ 500.00	\$ 500.00
COL 107-4	MANHOLE CASTING ADJUSTMENT AND CONCRETE BLOCK	EA	18	\$1,225.00	\$ 22,050.00
COL 1074	WATER VALVE CASTING ADJUSTMENT AND CONCRETE BLOCK	EA	9	\$ 675.00	\$ 6,075.00
F. Sarita Valley Subdivision-Section I(Sarita Dr., Wedge Scale Pass, Plume Cv)					
	Description		Estimated Quantity	Unit Price	Extended Price
340	DENSE GRADED HOT MIX ASPHALT TYPE D (2" THICK)	SY	11835	\$ 12.95	\$ 153,263.25
351	FLEXIBLE PAVEMENT STRUCTURE REPAIR (4")	SY	136	\$ 33.00	\$ 4,488.00
354	PLANING AND TEXTURING ASPHALT PAVEMENT, Edge Mill (0-2")	SY	5400	\$1.65	\$8,910
500	MOBILIZATION/DEMOBILIZATION	LS	1	\$10,650.00	\$10,650.00
502	BARRICADES, SIGNS AND TRAFFIC HANDLING	LS	1	\$ 7,725.00	\$ 7,725.00
666	REFL PAV MRK TY I (W) 8" (SID) (IOMIL)	FT	110	\$ 6.00	\$ 660.00
666	REFL PAV MRK TY I (W) 24" (SLD) (IOMIL)	FT	60	\$ 20.00	\$ 1,200.00
666	REFL PAV MRK TY (W) (LEFT TURN ARROW) (100 MIL)	EA	1	\$ 300.00	\$ 300.00
666	REFL PAV MRK (W) (RIGHT TURN ARROW) (100 MIL)	EA	1	\$ 300.00	\$ 300.00
666	REFL PAV MRK TYI (W) (ONLY) (100 MIL)	EA	2	\$ 335.00	\$ 670.00
672	REFL PAV MRK TY II B-B	EA	6	\$ 20.00	\$ 120.00
COA 628	INLET PROTECTION	LS	1	\$ 500.00	\$ 500.00
COL 107-4	MANHOLE CASTING ADJUSTMENT AND CONCRETE BLOCK	EA	12	\$ 1,225.00	\$ 14,700.00
COL 107-4	WATER VALVE CASTING ADJUSTMENT AND CONCRETE BLOCK	EA	11	\$ 675.00	\$ 7,425.00

Alt. 1 - Sarita Valley Subdivision-Section 2					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended
340	DENSE GRADED HOT MIX ASPHALT TYPE D (2" THICK)	SY	18339	\$ 12.35	\$ 226,486.65
354	PLANING AND TEXTURING ASPHALT PAVEMENT, Edge Mill (2" THICK)	sy	8590	\$1.15	\$ 9,878.50
500	MOBILIZATION/DEMOBILIZATION	LS	1	\$ 11,275.00	\$ 11,275.00
502	BARRICADES, SIGNS AND TRAFFIC HANDLING	LS	1	\$ 6,950.00	\$ 6,950.00
666	REFL PAV MRK TY I (W) 24" (SLD) (IOMIL)	FT	168	\$ 20.00	\$ 3,360.00
672	REFL PAV MRKR TY II B-B	EA	10	\$20.00	\$ 200.00
COA 628	INLET PROTECTION	LS	1	\$ 500.00	\$ 500.00
107 —4	MANHOLE CASTING ADJUSTMENT AND CONCRETE BLOCK	EA	20	\$ 1,225.00	\$ 24,500.00
COL 107-4	WATER VALVE CAST*NG ADJUSTMENT AND CONCRETE BLOCK	EA	18	\$ 675.00	\$ 12,150.00

Alt. 2 Sarita Valley Subdivision-Section 3					
No.	Description		Estimate d Quantity	Unit Price	Extended
340	DENSE GRADED HOT MIX ASPHALT TYPE D (2" THICK)	SY	15553	\$ 12.80	\$ 199,078.40
354	PLANING AND TEXTURING ASPHALT PAVEMENT, Edge MILL (0-2")	SY	8560	\$1.15	\$ 9,403.80

500	MOBILIZATION/DEMOBILIZATION	LS	1	\$ 11,225.00	\$ 11,225.00
502	BARRICADES, SIGNS AND TRAFFIC HANDLING	LS	1	\$ 8,500.00	\$ 8,500.00
666	REFL PAV MRK (W) 24" (SLD) (IOMIL)	FT	70	\$ 20.00	\$ 1,400.00
672	REFL PAV MRKR TY II B-g	EA	168	\$ 20.00	\$ 200.00
COA 628	INLET PROTECTION	LS	1	\$ 500.00	\$ 500.00
COL 107-4	MANHOLE CASTING ADJUSTMENT AND CONCRETE BLOCK	EA	23	\$ 1,225.00	\$ 28,175.00
COL 107-4	WATER VALVE CASTING ADJUSTMENT AND CONCRETE BLOCK	EA	6	\$ 675.00	\$ 4,050.00

Alt. 3 - Ronald Regan Blvd (within City Limits)-Restriping Only					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price

500	MOBILIZATION/DEMOBILIZATION	LS	1	\$ 18,000.00	\$ 18,000.00
502	BARRICADES, SIGNS AND TRAFFIC HANDLING	LS	1	\$ 9,000.00	\$ 9,000.00
666	REFL PAV MRK TY I (Y) 4" (SLD) (100MIL)	FT	62800	\$ 0.42	\$ 26,376.00
666	REFL PAV MRK TY I (W) (SID) (100MIL)	FT	62400	\$ 0.42	\$ 26,208.00
666	REFL PAV MRK TY I (W) 4" (BRK) (100MIL)	FT	17400	\$ 0.44	\$ 7,656.00
666	REF PAV MRK TY I (W) 8" (SLD) (100MIL)	FT	17150	\$1.05	\$ 18,007.50
666	REF PAV MRK TY I (W) 12" (SLD) (100MIL)	FT	1780	\$6.60	\$ 11,748.00
666	REF PAV MRK TY I (W) 24" (SLD) (100MIL)	FT	1770	\$11.40	\$ 20,178.00
666	REFL PAV MRK TY I (W) (LEFT TURN ARROW) (100	EA	10	\$ 220.00	\$ 2,200.00
666	REFL PAV MRK TY I (W) (RIGHT TURN ARROW) (100	EA	18	\$ 220.00	\$ 3,960.00
666	REFL PAV MRK TY (W) (ONLY) (100 MIL)	EA	28	\$ 240.00	\$ 6,720.00
666	REFL PAV MRK TY (W) (BIKE SYML) (100 MIL)	EA	10	\$ 200.00	\$ 2,000.00
666	REFL PAV MRK TY (W) (BIKE ARW) (100 MIL)	EA	10	\$ 160.00	\$ 1,600.00
672	REFL PAV MRKR TY (FH BLUE REFLECTOR) TY II B-B	EA	90	\$ 20.00	\$ 1,800.00
672	REFL PAV MRKR TY I C	EA	2698	\$ 4.00	\$ 10,792.00
677	ELIM EXT PAV MRK & MRKS (24")	FT	1770	\$ 5.00	\$ 8,850.00
677	ELIM EXT PAV MRK & MRKS (W) (LEFT TURN ARROW) (100 MIL)	EA	10	\$ 100.00	\$ 1,000.00
677	ELIM EXT PAV MRK & MRKS (W) (RIGHT TURN ARROW) (100 MIL)	EA	18	\$ 100.00	\$ 1,800.00
677	ELIM EXT PAV MRK & MRKS (W) (ONLY) (100 MIL)	EA	28	\$ 100.00	\$ 2,800.00
677	ELIM EXT PAV MRK & MRKS (W) (BIKE SYML)	EA	10	\$ 100.00	\$ 1,000.00
677	ELIM EXT PAV MRK & MRKS (W) (BIKE ARW)	EA	10	\$ 100.00	\$ 1,000.00
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$2,090,045.00

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)
Two million ninety thousand forty-five dollars zero cents \$2,090,045.00
- 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. Addenda No. 1
 - 10. Addenda No. 2
 - 11. Addenda No. 3
 - 12. Addenda No. 4
 - 13. 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.
- J. Contractor will notify Owner immediately of any inadvertent or intentional breach of this agreement by Contractor including if the circumstances related to any of Contractors representations in 8.03(E)-(H) change.
- K. Contractor certifies that it will retain Contracting Information, as defined by Texas Government Code Section 552.003, for the duration of Owner's record retention schedules. Contractor will provide the documents upon request by Owner as required by Section 552.371. Contractor will provide the requested documents in time for Owner to meet the deadlines described in 552.371. If Contractor is unable to meet the deadlines, Contractor will provide written notice to Owner of the timeframe for compliance so that Owner can provide as much to the Attorney General if owner deems so necessary or beneficial.

< Signatures on Separate Page>

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

By: _____

Date: _____

Name: _____

Title: _____

Attest: _____

Title: _____

Address for giving notices:

Designated Representative:

Name: _____

Title: _____

Address:

Phone: _____

Email: _____

Contractor:

Asphalt Inc., LLC dba Lone Star Paving Company

By: Greg Morisey

Date: 4/9/2024

Name: Greg Morisey

Title: President

Attest: [Signature]

Title: Estimator

Address for giving notices:

11675 Jollyville Rd. Ste. #150
Austin, TX 78759

Designated Representative:

Name: Michael Crum

Title: Project Manager

Address:

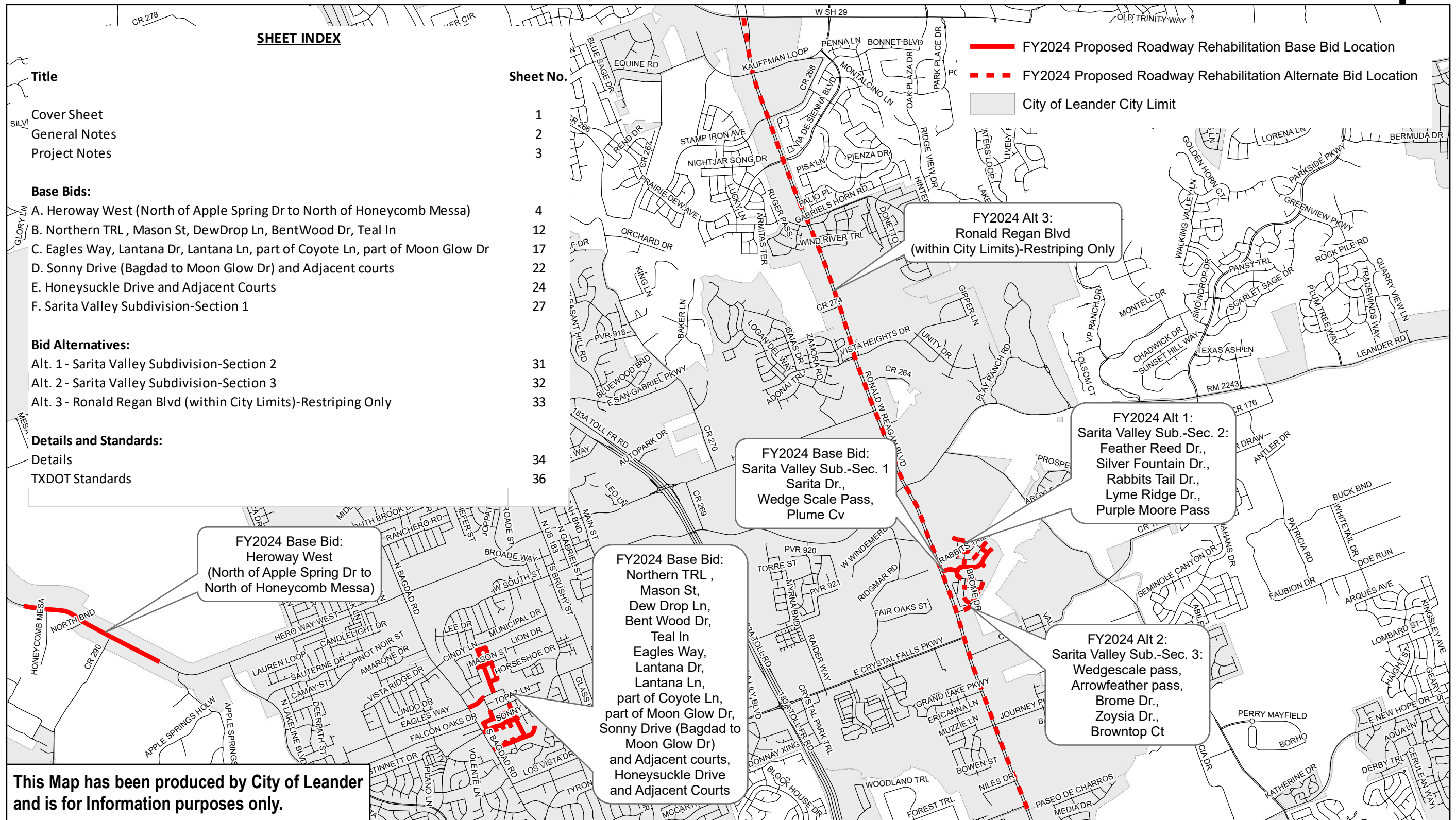
11675 Jollyville Rd Ste #150
Austin, TX 78759

Phone: 512-993-9079

Email: mcum@lspaving.com



CITY OF LEANDER ROADWAY REHABILITATION FY2024



City of Leander Roadway Rehabilitation FY 2024

BID TABULATION

Bid Opening Date = 03/28/2024

<u>S.N.</u>	<u>Street Name</u>	<u>Lone Star Paving</u>	<u>Texas Materials Group, Inc</u>	<u>Bennett Paving, Inc.</u>	<u>Alpha Paving Industries, LLC</u>
1	A. Heroway West (North of Apple Spring Dr to North of Honeycomb Messa)	\$ 262,853.20	\$ 244,992.90	\$ 253,415.70	\$ 285,238.80
2	B. Northern TRL , Mason St, Dew Drop Ln, Bent Wood Dr, Teal In	\$ 207,261.95	\$ 220,191.35	\$ 205,475.50	\$ 237,201.42
3	C. Eagles Way, Lantana Dr, Lantana Ln, Coyote Ln, Moon Glow Dr	\$ 216,612.00	\$ 227,863.90	\$ 223,287.00	\$ 259,802.20
4	D. Sonny Drive (Bagdad to Moon Glow Dr) and adjacent courts	\$ 195,137.75	\$ 203,362.65	\$ 191,263.25	\$ 234,366.15
5	E. Honeysuckle Drive and Adjacent Courts	\$ 256,741.00	\$ 265,661.35	\$ 290,856.75	\$ 327,953.87
6	F. Sarita Valley Subdivision-Section 1(Sarita Dr., Wedge Scale Pass, Plume Cv)	\$ 210,911.25	\$ 221,260.25	\$ 215,548.75	\$ 261,321.83
7	Alt. 1 - Sarita Valley Subdivision-Section 2	\$ 295,300.15	\$ 314,928.50	\$ 325,187.75	\$ 400,650.41
8	Alt. 2 - Sarita Valley Subdivision-Section 3	\$ 262,532.20	\$ 274,335.50	\$ 272,716.75	\$ 335,117.96
9	Alt. 3 - Ronald Regan Blvd (within City Limits)-Restriping Only	\$ 182,695.50	\$ 164,625.50	\$ 168,195.50	\$ 191,912.50

	Total Cost	\$ 2,090,045.00	\$ 2,137,221.90	\$ 2,145,946.95	\$ 2,533,565.14
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Low Bidder:

Lone Star Paving



EXECUTIVE SUMMARY
5/2/2024

AGENDA SUBJECT:

Award of Solicitation CIPS24-003 to CMC Development and Construction Corporation, LLC for construction services for Leander Fire Station No. 2 renovation and addition (CIP M.16) in the amount of \$1,939,000.00; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

Design and construct an addition to the existing fire station building for Emergency Medical Services (EMS) to be located at Fire Station #2. Phase 1 included conceptual design plus cost studies to include a remodel of existing station plus the addition of a dayroom, workspace and 2 or 3 bedrooms, if possible, based on cost comparison options. After two bid attempts in 2022, the addition was redesigned to only include the ambulance bay and the upstairs dormitory area.

Solicitation CIPS24-003 was issued in January 2024 for the procurement of the Construction Services for the Leander Fire Station No. 2 Renovation and Addition.

The solicitation was announced through:

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

Eight Thousand Five Hundred Fifty-three (8,533) vendors were notified directly of the solicitation. Nine (9) responses were received. CMC Development & Construction Corporation, LLC was selected as the lowest qualified bidder.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

City staff recommends approval of Construction Contract Agreement # M.16-CMC-CIPS24-003, under Solicitation CIPS24-003 for the Construction Services for Leander Fire Station No. 2 Renovation and Addition, CIP Project number M.16 in the amount of \$1,939,000.00 to CMC Development & Construction Corporation, LLC; and authorize the City Manager to execute any and all necessary documents.

PRESENTER:

Tony Bettis, CIP Program Manager

	<u>Fiscal Impact</u>
<u>Amount requested:</u>	\$1,939,000.00
<u>Approved in current budget (Yes / No):</u>	Yes
<u>Expenditure (New / Amended):</u>	New
<u>Recurring or one-time:</u>	One-Time
<u>Fund source (Operating / Utility / etc.):</u>	40-04-8353 (FIRE STATION #2)

Attachments:

1. Partially Executed Contract Agreement # M.16-CMC-CIPS24-003
2. CIPS24-003 - Construction Services for the Leander Fire Station No. 2 Renovation and Addition Scoring Summary
3. BRW Recommendation Letter

AIA[®] Document A101[™] – 2017

Standard Form of Agreement Between Owner and Contractor *where the basis of payment is a Stipulated Sum*

AGREEMENT made as of the _____ day of _____ in the year
Two ThousandTwenty-Four
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Leander
105 N. Brushy Street
Leander, TX 78641

and the Contractor:
(Name, legal status, address and other information)

CMC Development & Construction Corporation, LLC
9494 Southwest Freeway, Suite 485
Houston, TX 77074

for the following Project:
(Name, location and detailed description)

Leander Fire Station 2 Renovation and Addition
1950 Crystal Falls Parkway
Leander, TX 78641

The Architect:
(Name, legal status, address and other information)

Brown Reynolds Watford Architects, Inc (BRW)
175 Century Square Drive, Suite 350
College Station, TX 77840

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101[™]-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201[™]-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ELECTRONIC COPYING of any portion of this AIA[®] Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☐ [« »] The date of this Agreement.

☒ [X] A date set forth in a notice to proceed issued by the Owner.

☐ [« »] Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

[**«X»**] Not later than twelve (12) months from the date of commencement of the Work.

[**« »**] By the following date: **« »**

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Total Base Bid with alternates as listed below of One million nine hundred thirty-nine thousand dollars zero cents (\$1,939,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Alt 1 – Power wash exterior of existing fire station including siding, stone, and concrete pavement adjacent to station.	\$4,000.00
Alt 2 – Paint exterior siding of existing station colors 'P5' & 'P6' appropriately.	\$25,000.00
TOTAL ALTERNATES	\$29,000.00

§ 4.5 Liquidated damages, if any:

\$1,000 per consecutive day beyond contracted 12 months.

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

month

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the first (1st) day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the twenty-fifth (25) day of that month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than twenty-fifth (25) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.5.1 In taking action on the Contractors' Applications for Payment, the Architect shall be entitled to rely on the

accuracy and completeness of the information furnished by the Contractor and shall not be deemed to have made a detailed examination, audit or arithmetic verification of the documentation submitted or other supporting data; to have made exhaustive or continuous on-site inspections; or to have made examinations to ascertain how or for what purpose the Contractor has used amounts previously paid on account of the Agreement. Such examinations, audits and verifications, if required by Owner, will be performed by the Owner's accountants acting in sole interest of the Owner.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

5%

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract including the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, ;
and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor no later than thirty-one (31) days after the Contractor has fully performed the Contract, including for the Contractor's responsibility to correct non-conforming Work discovered during substantial completion or to satisfy other requirements, if any, which extend beyond final payment.

§ 5.3 Interest

Payments due and unpaid and not in dispute under the Contract shall bear interest pursuant to Section 2251.025 of the Texas Government Code.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless

the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☐ [« »]

☒ [X] Litigation in a court of competent jurisdiction, Williamson County.

☐ [« »]

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Tony Bettis
CIP Project Manager
City of Leander
201 N. Brushy Street
Leander, Texas 78641
512.528.2713
tbettis@leandertx.gov

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Christian Crenshaw
Chief Executive Officer
CMC Development & Construction Corporation
9494 Southwest Freeway, Suite 485
Houston, TX 77074

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Contractor shall purchase and maintain insurance as set forth in AIA Document A101™– 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance

with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

§ 8.7.1. Anti-Boycott Verification

To the extent this Amendment and the Agreement constitute a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, the Developer represents that neither the Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Owner (i) boycotts Israel or (ii) will boycott Israel through the term of this Amendment or the 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.

§ 8.7.2 Iran, Sudan and Foreign Terrorist Organizations

To the extent this Amendment or the 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.

§ 8.7.3 Written Notice

Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to any officer of the corporation for whom it is intended or if it is delivered or sent certified mail to the last business address as listed herein. Each party will have the right to change its business address by at least thirty (30) calendar days written notice to the other parties in writing of such change.

§ 8.7.4 Appropriations

Notwithstanding any provision contained herein, the financial obligations of the City contained herein are subject to and contingent upon appropriations by the City Council of such funds or other revenues being available, received and appropriated by the City in amounts sufficient to satisfy said obligations. In no event shall this instrument be construed to be a debt of the City.

§ 8.7.5 No Joint Venture, Agency, Joint Enterprise

This Agreement shall not be construed to establish a partnership, joint venture, agency, or joint enterprise, express or implied, nor any employer-employee or borrowed servant relationship by and among the Parties hereto. Nor shall this Agreement be construed to create or grant rights, contractual or otherwise, to any other person or entity not a party to this contract. Each party shall remain solely responsible for the proper direction of its employees and an employee of one shall not be deemed an employee or borrowed servant of the other for any reason.

§ 8.7.6 Entire Agreement

It is understood that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent or employee of the City, either before or after the execution of this Agreement, shall affect or modify any of the terms or obligations hereunder.

§ 8.7.7 Amendment

No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.

§ 8.7.8 Litigation Costs

In the event of litigation concerning the subject matter of this Agreement, the prevailing party shall be entitled to reimbursement for all of its attorney’s fees, court costs, and other litigation costs, subject to the limitations of *Section 271.15e, Texas Local Government Code*, as applicable, if, and only if, such prevailing party is awarded remedies or

damages with a value that exceeds by ten percent (10%), or more, the best offer of resolution made by the non-prevailing party prior to litigation or within sixty (60) days after the date suit is filed.

§ 8.7.9 Authority to do Business

The Contractor represents that it has a certificate of authority, authorizing it to do business in the State of Texas, a registered agent and registered office during the duration of this contract.

§ 8.7.10 Authority to Contract

Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing Agreement hereby represent that they have authorization to sign on behalf of their respective party.

§ 8.7.11 Waiver

Failure of any party, at any time, to enforce a provision of this Agreement shall in no way constitute a waiver of that provision nor in any way affect the validity of this Agreement, any part hereof, or the right of the City thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

§ 8.7.12 Headings, Gender, Number

The article headings are used in this Agreement for convenience and reference purposes only and are not intended to define, limit, or describe the scope or intent of any provision of this Agreement and shall have no meaning or effect upon its interpretation. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

§ 8.7.13 Additional Terms and Conditions:

- A) 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).
- B) 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 2276.002, 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.
- C) 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.

- D) Contractor will notify Owner immediately of any inadvertent or intentional breach of this agreement by Contractor including if the circumstances related to any of Contractors representations in 8.03(E)-(H) change.
- E) Contractor certifies that it will retain Contracting Information, as defined by Texas Government Code Section 552.003, for the duration of Owner's record retention schedules. Contractor will provide the documents upon request by Owner as required by Section 552.371. Contractor will provide the requested documents in time for Owner to meet the deadlines described in 552.371. If Contractor is unable to meet the deadlines, Contractor will provide written notice to Owner of the timeframe for compliance so that Owner can provide as much to the Attorney General if owner deems so necessary or beneficial.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

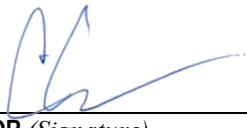
- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .3 Drawings
- .4 Bonds: Payment and Performance
- .5 Evidence of Insurance
- .6 City of Leander Standard Definitions, Terms and Conditions
- .7 Specifications
- .8 Invitation for Bid solicitation documents.
- .9 Invitation for Bid Addenda No. 1
- .10 Invitation for Bid Addenda No. 2
- .11 Contractor's Bid Submittal

ARTICLE X

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)



CONTRACTOR (Signature)

Christian Crenshaw

(Printed name and title)

CIPS24-003 - Construction of Fire Station #2 Renovation and Addition

Scoring Summary

Active Submissions

Supplier	Total / 100 pts	Qualifications Pass/Fail	Total Project Cost / 100 pts	
G. Creek Construction	100	Fail	100 (\$1,855,828.00)	
Sullivan Contracting Services	98.82	Fail	98.82 (\$1,877,990.00)	
CMC Development & Construction Corporation LLC	97.16	Pass	97.16 (\$1,910,000.00)	AWARD
Majestic Services, Inc.	90.72	Pass	90.72 (\$2,045,689.73)	
Broaddus Construction	84.14	Pass	84.14 (\$2,205,768.00)	
HCS Inc.	77.53	Pass	77.53 (\$2,393,700.00)	
Falkenberg Construction Co., Inc.	75.92	Fail	75.92 (\$2,444,438.44)	
Trimbuilt Construction, Inc	64.15	Pass	64.15 (\$2,892,733.39)	
LMC Corporation	63.5	Fail	63.5 (\$2,922,554.95)	

March 22, 2024

To: Tony Bettis
CIP Program Manager | Capital Improvements Program
201 N. Brushy Street | Leander, TX 78641
512-528-2732 | tbettis@leandertx.gov

Ref: Bidder's Evaluation – Leander Fire Station 2 Renovation and Addition Contractor

Mr. Bettis,

This letter is being sent as examination of bidder submissions for the construction of the Leander Fire Station No. 2 Renovation and Addition. Based on the City of Leander's criteria, the lowest two bidders were deemed non-responsive due to incomplete procurement documents.

The next lowest bidder is CMC Development & Construction Corporation. Their listed references provided an overall evaluation rating score of seven out of ten with ten being the most favorable.

CMC submitted all complete documents that the City of Leander required, therefore, it is BRW's opinion that CMC Development & Construction Corporation is the lowest responsive and responsible bidder for Leander Fire Station 2 Renovation and Addition.

If you have further questions or need additional information, please contact me.

Sincerely,



Ray Holliday, AIA, ASLA, ASID, APA, LI
Principal



EXECUTIVE SUMMARY
5/2/2024

AGENDA SUBJECT:

Award of Solicitation CIPS24-004 to Gameta Construction, LLC dba DKC Construction Group for construction services for Senior Activity Center (CIP P.6) in the amount of \$8,783,822.00; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

Solicitation CIPS24-004 was issued in January 2024 for the procurement of the Construction Services for the Senior Activity Center.

The solicitation was announced through:

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

Six Thousand Two Hundred Eight (6,208) vendors were notified directly of the solicitation. Seven (7) responses were received. After a review of each of the respondent's submittals the evaluation team recommends Gameta Construction, LLC dba DKC Construction Group for award.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

City staff recommends approval of Construction Contract Agreement # P.6-DKC-CIPS24-004, under Solicitation CIPS24-004 for the Construction Services for Senior Activity Center, CIP Project number P.6 in the amount of \$8,783,822.00 to Gameta Construction, LLC dba DKC Construction Group; and authorize the City Manager to execute any and all necessary documents.

PRESENTER:

Tony Bettis, CIP Program Manager

Fiscal Impact

<u>Amount requested:</u>	\$8,783,822.00
<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>	40-04-8225 (GENERAL CIP), 75-23-8225 (PARK DEDICATION FUND), 513-01-8225 (SR CITIZEN 2018 GO BONDS FUND)

Attachments:

1. Partially Executed Contract Agreement # P.6-DKC-CIPS24-004
2. CIPS24-004 - Construction Services for the Senior Activity Center Scoring Summary

AIA[®] Document A101[™] – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the _____ day of _____ in the year
Two ThousandTwenty-Four

BETWEEN the Owner:

(Name, legal status, address and other information)

City of Leander
105 N. Brushy Street
Leander, TX 78641

and the Contractor:

(Name, legal status, address and other information)

Gameta Construction, LLC dba DKC Construction Group
1205 Sheldon Cove
Austin, Texas 78753

for the following Project:

(Name, location and detailed description)

Leander Senior Activity Center
701 Municipal Drive.
Leander, TX 78641

The Architect:

(Name, legal status, address and other information)

Pierce Goodwin Alexander & Linville, Inc.
3030 LBJ Freeway, Suite 1220
Dallas, Texas 75234

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101[™]-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201[™]-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

The Owner and Contractor agree as follows.

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EXHIBIT A INSURANCE AND BONDS

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ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☐ The date of this Agreement.

☒ A date set forth in a notice to proceed issued by the Owner.

☐ Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

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§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

[26] Not later than two hundred twenty-four (224) calendar days from the date of commencement of the Work.

[26] By the following date: « »

§ 3.3.3 If the Contractor fails to achieve Substantial Completion or Final Completion as provided in Section 8.1.3 of the AIA Document 201-2017, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Total Base Bid with alternates as listed below of Eight million seven hundred eighty-three thousand eight hundred twenty-two dollars zero cents (\$8,783,822.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Alt 1 – Monument sign and all corresponding work associated with the monument sign such as foundation, lighting, landscape, etc.	\$ 25,000.00
Alt 2 – Walking/exercise trail and all associated accessories such as benches, lighting, etc.	\$ 39,000.00
Alt 3 – Courtyard Stone paving (base bid will be stamped concrete)	\$ 28,000.00
Alt 4 – Courtyard water feature	\$ 7,500.00
Alt 5 – Paving south of the game room but not including the paving south of the fitness room	\$ 4,900.00
Alt 6 – Trellis south of the game room and all associated structural beams and columns	\$ 23,000.00
Alt – 7 - Lobby Fireplace	\$ 30,000.00
Alt 8 – Exterior ceiling fans	\$ 91,000.00
Alt 9 – Provide glass-mat faced gypsum sheathing with integral air barrier coating in lieu of sheathing with separately installed fluid-applied air barrier.	\$ 49,000.00
Alt 10 – Provide and install shell space (no interior walls, floors finishes, ceiling finishes). Provide MEP infrastructure as described by MEP documents. All interior gypsum board at exterior walls in area shown to be left uninstalled for ease of installation of future equipment. The interior walls serving the fire riser room to be installed in their entirety for both the base bid and the deduct alternate	(\$35,000.00)
TOTAL ALTERNATES	\$262,400.00

§ 4.5 Liquidated damages, if any: \$1,500.00 For each and every calendar day that the Contractor fails to meet the deadline for Substantial Completion or Final Completion.

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows: month

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the first (1st) day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the thirtieth (30) day of that month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirtieth (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor

in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.5.1 In taking action on the Contractors' Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and shall not be deemed to have made a detailed examination, audit or arithmetic verification of the documentation submitted or other supporting data; to have made exhaustive or continuous on-site inspections; or to have made examinations to ascertain how or for what purpose the Contractor has used amounts previously paid on account of the Agreement. Such examinations, audits and verifications, if required by Owner, will be performed by the Owner's accountants acting in sole interest of the Owner.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017
- .5 Retainage withheld pursuant to Section 5.1.7.
- .6 Liquidated damages shall apply in the amount of one-thousand five hundred dollars (\$1,500.00) per calendar day for each day past the agreed upon delivery date that the Project completion may be late.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due: 5%

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract including the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, ;
and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor no later than thirty-one (31) days after the Contractor has fully performed the Contract, including for the Contractor's responsibility to correct non-conforming Work discovered during substantial completion or to satisfy other requirements, if any, which extend beyond final payment.

§ 5.3 Interest

Payments due and unpaid and not in dispute under the Contract shall bear interest pursuant to Section 2251.025 of

the Texas Government Code.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☐ []

☒ [X] []

Litigation in a court of competent jurisdiction, Williamson County.

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

Russell Alabastro
CIP Project Manager
City of Leander
201 N. Brushy Street
Leander, Texas 78641
512.528.2713
ralabastro@leandertx.gov

§ 8.3 The Contractor's representative:

Robert Juarez
DKC Construction Group
1205 Sheldon Cove
Austin, Texas 78753
512 937-0788
Robert@dkccgroup.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Contractor shall provide bonds as set forth in AIA Document A101™–2017, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

§ 8.7 Other provisions:

§ 8.7.1. Anti-Boycott Verification

To the extent this Amendment and the Agreement constitute a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, the Developer represents that neither the Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Owner (i) boycotts Israel or (ii) will boycott Israel through the term of this Amendment or the 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.

§ 8.7.2 Iran, Sudan and Foreign Terrorist Organizations

To the extent this Amendment or the 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.

§ 8.7.3 Anti-Discrimination – Firearms

The Contractor represents that the Contractor and all wholly owned subsidiary, majority-owned subsidiary, parent Contractor and affiliates of Contractor do not, and will not for the duration of this agreement, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association. Further, the Contractor represents that the Contractor and all wholly owned subsidiary, majority-owned subsidiary, parent Contractor and affiliates of Contractor do not, and will not for the duration of this agreement, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association. The phrase “Discriminates Against a Firearm Entity or Firearm Trade Association” as used in this paragraph have the meanings assigned to the phrase “Discriminate Against a Firearm Entity or Firearm Trade Association” in Section 2274.001(3) of the Texas Government Code, as amended.

§ 8.7.4 Anti-Boycott – Energy Companies

The Contractor represents that neither the Contractor nor any wholly owned subsidiary, majority-owned subsidiary, parent Contractor or affiliate of Contractor (i) boycotts energy companies or (ii) will boycott energy companies through the term of this Agreement. The phrase “Boycott Energy Companies” as used in this paragraph have the meanings assigned to the phrase “Boycott Energy Company” in Section 809.001 of the Texas Government Code, as amended.

§ 8.7.5 Texas Comptroller Prohibited Companies List

Contractor represents that Contractor nor any wholly owned subsidiary, majority-owned subsidiary, parent Contractor 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. Further, 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.

§ 8.7.6 Subchapter J, Chapter 552, Texas Government Code

1. Pursuant to Subchapter j, Chapter 552, Texas Government Code, Contractor shall:
 - a. Preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to the Owner for the duration of the Agreement.
 - b. Promptly provide to the Owner any contracting information related to the Agreement that is in the custody or possession of the entity on request of the Owner; and,
 - c. On completion of the Agreement, either:
 - i. provide at no cost to the Owner all contracting information related to the Agreement that is in the custody or possession of the entity; or,
 - ii. preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to the governmental body.
2. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and the Contractor agrees that the Agreement can be terminated if the Contractor knowingly or intentionally fails to comply with the requirement of that subchapter. The Owner may terminate this Agreement in the event Contractor fails to comply with Subchapter J, Texas Government Code, pursuant to Sections 552.373 and 552.374, Texas Government Code.
3. “Contracting information” includes but is not limited to all records defined in Section 552.003(1-a), Texas Government Code and Section 18.11 of the Standard General Conditions of the Construction Contract.

4. In the event of a conflict between the City's adopted records retention schedule and Section 18.11 of the Standard General Conditions of the Construction Contract, the longer retention period shall control.

§ 8.7.7 Written Notice

Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to any officer of the corporation for whom it is intended or if it is delivered or sent certified mail to the last business address as listed herein. Each party will have the right to change its business address by at least thirty (30) calendar days written notice to the other parties in writing of such change.

§ 8.7.8 Appropriations

Notwithstanding any provision contained herein, the financial obligations of the City contained herein are subject to and contingent upon appropriations by the City Council of such funds or other revenues being available, received and appropriated by the City in amounts sufficient to satisfy said obligations. In no event shall this instrument be construed to be a debt of the City.

§ 8.7.9 No Joint Venture, Agency, Joint Enterprise

This Agreement shall not be construed to establish a partnership, joint venture, agency, or joint enterprise, express or implied, nor any employer-employee or borrowed servant relationship by and among the Parties hereto. Nor shall this Agreement be construed to create or grant rights, contractual or otherwise, to any other person or entity not a party to this contract. Each party shall remain solely responsible for the proper direction of its employees and an employee of one shall not be deemed an employee or borrowed servant of the other for any reason.

§ 8.7.10 Entire Agreement

It is understood that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent or employee of the City, either before or after the execution of this Agreement, shall affect or modify any of the terms or obligations hereunder.

§ 8.7.11 Amendment

No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.

§ 8.7.12 Litigation Costs

In the event of litigation concerning the subject matter of this Agreement, the prevailing party shall be entitled to reimbursement for all of its attorney's fees, court costs, and other litigation costs, subject to the limitations of *Section 271.15e, Texas Local Government Code*, as applicable, if, and only if, such prevailing party is awarded remedies or damages with a value that exceeds by ten percent (10%), or more, the best offer of resolution made by the non-prevailing party prior to litigation or within sixty (60) days after the date suit is filed.

§ 8.7.13 Authority to do Business

The Contractor represents that it has a certificate of authority, authorizing it to do business in the State of Texas, a registered agent and registered office during the duration of this contract.

§ 8.7.14 Authority to Contract

Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing Agreement hereby represent that they have authorization to sign on behalf of their respective party.

§ 8.7.15 Waiver

Failure of any party, at any time, to enforce a provision of this Agreement shall in no way constitute a waiver of that provision nor in any way affect the validity of this Agreement, any part hereof, or the right of the City thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

§ 8.7.16 Headings, Gender, Number

The article headings are used in this Agreement for convenience and reference purposes only and are not intended to

define, limit, or describe the scope or intent of any provision of this Agreement and shall have no meaning or effect upon its interpretation. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

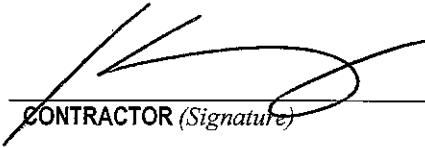
- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .3 Specifications
- .4 Drawings
- .5 Bonds: Payment and Performance
- .6 Evidence of Insurance
- .7 City of Leander Standard Definitions, Terms and Conditions
- .8 Request for Proposal solicitation documents.
- .9 Request for Proposal solicitation Addenda No. 1
- .10 Request for Proposal solicitation Addenda No. 2
- .11 Request for Proposal solicitation Addenda No. 3
- .12 Request for Proposal solicitation Addenda No. 4
- .13 Request for Proposal solicitation Addenda No. 5
- .14 Request for Proposal solicitation Addenda No. 6
- .15 Contractor's Bid Submittal

ARTICLE X

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)



CONTRACTOR (Signature)

Karl Conger, President

(Printed name and title)



CIPS24-004 - Construction Services for the Senior Activity Center

Scoring Summary

Active Submissions

	Total	Company Experience and Qualifications	Key Personnel Experience and Qualifications	Proposed Project Timeline	Total Base Bid Project Cost	Initial Review	Total Project Cost		
Supplier	/ 100 pts	/ 25 pts	/ 25 pts	/ 10 pts	/ 40 pts	Pass/Fail			
The Trevino Group Inc	85.99	19	19.33	8.333	39.32 (\$8,661,426.00)	Pass	\$ 8,991,685.00	Interviewed	
DKC Construction Group	83.97	18	18	8	39.97 (\$8,521,422.00)	Pass	\$ 8,783,822.00	Interviewed	AWARD
G Hyatt Construction, Inc.	82.67	20.67	14.33	7.667	40 (\$8,514,481.59)	Pass	\$ 8,751,102.10	Interviewed	
Andres Construction Services	78.23	18.67	17.67	7.333	34.56 (\$9,853,647.00)	Pass			
Muckleroy & Falls	76.38	14.67	18	7.667	36.04 (\$9,448,857.00)	Fail			
Century Construction Group Inc.	75.61	14.67	16	6.667	38.28 (\$8,897,742.00)	Pass			
Trimbuilt Construction, Inc	74.79	14	19.33	6.333	35.12 (\$9,696,569.00)	Pass			



EXECUTIVE SUMMARY
5/2/2024

AGENDA SUBJECT:

Approval of Amendment No. 1 to Master Professional Service Agreement No. MATLT-REL-CIPS23-019 for material testing services to change the name from Rock Engineering and Testing Laboratory, LLC to UES Professional Solutions 45, LLC; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

The Master Professional Service Agreement NO. MATLT-REL-CIPS23-019 was fully executed between the City of Leander and Rock Engineering and Testing Laboratory, LLC to perform Material Testing Services under the Professional Pool on February 15, 2024.

Amendment No. 1 would formally change all reference to “Rock Engineering and Testing Laboratory, LLC” and to the “Consultant” in the Agreement are hereby changed via this Addendum to UES Professional Solutions 45, LLC.

Due to recent legislative changes, House Bill 1440, to Chapter 252.048 of the Texas Local Government Code and the Leander City Council Resolution 13-017-00, adopted April 4, 2013, the authority for the City of Leander City Manager to sign any Change Orders or Amendments to procurements obtained outside of a competitive procedure has been deauthorized.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

City staff recommends approval of Amendment No. 1 to Master Professional Service Agreement NO. MATLT-REL-CIPS23-019 for Material Testing Services to change the name of the Firm from Rock Engineering and Testing Laboratory, LLC to UES Professional Solutions 45, LLC; and authorize the City Manager to execute any and all necessary documents.

PRESENTER:

Tony Bettis, CIP Program Manager

Fiscal Impact

Attachments:

1. 1. Partially Executed Amendment No. 1 to MATLT-REL-CIPS23-019

CONTRACT AMENDMENT FOR PROFESSIONAL SERVICES

**AMENDMENT NO. 1 TO MASTER PROFESSIONAL SERVICE AGREEMENT NO.
MATLT-REL-CIPS23-019**

This will constitute authorization between the CITY OF LEANDER, TEXAS (Owner) and UES PROFESSIONAL SOLUTIONS 45, LLC (formerly known as Rock Engineering and Testing Laboratory, LLC), to adopt AMENDMENT NO.1. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

**CITY OF LEANDER
MASTER PROFESSIONAL SERVICE AGREEMENT NO. MATLT-REL-
CIPS23-019**

A. AMENDMENT DESCRIPTION

- All reference to “Rock Engineering and Testing Laboratory, LLC” and to the “Consultant” in the Agreement are hereby changed via this Addendum to UES Professional Solutions 45, LLC.

B. EXHIBITS ATTACHED TO THIS AMENDMENT

- UES PROFESSIONAL SOLUTIONS 45, LLC Amendment Letter
- W9

APPROVED:

CITY OF LEANDER, TEXAS

By _____

Title _____

Attest _____

Date _____

ACCEPTED:

UES PROFESSIONAL SOLUTIONS 45, LLC.

By Arnie King Hammock

Title Director - Central Test

Attest *A. King Hammock*

Date 04/10/2024

ADDENDUM

**ADDENDUM TO THE CONSULTANT AGREEMENT
CITY OF ROUND ROCK AND ROCK ENGINEERING AND TESTING LABORATORY, LLC**

This Addendum (Addendum) amends the Professional Services Agreement (Agreement) dated February 15, 2024, between the City of Leander (Client) and Rock Engineering and Testing Laboratory, LLC (Consultant).

Terms in this Addendum not otherwise defined shall have the same meanings as set forth in the Agreement. In the event of any conflict between the provisions of the Agreement and the provisions of this Addendum, the provisions of this Addendum shall govern. This Addendum is hereby incorporated into the Agreement as if fully set forth herein.

Effective March 14, 2024, the name of the Consultant has legally changed to UES Professional Solutions 45, LLC. The provisions of the Agreement noted below are hereby changed as follows:

AMENDMENT OF CONSULTANT'S LEGAL NAME

All reference to "Rock Engineering and Testing Laboratory, LLC" and to the "Consultant" in the Agreement are hereby changed via this Addendum to UES Professional Solutions 45, LLC.

COMPANY

City of Leander

CONSULTANT

UES PROFESSIONAL SOLUTIONS 45, LLC

(formerly known as Rock Engineering and Testing Laboratory, LLC)



Signature

Signature

Date: _____

Date: March 28, 2024

By: _____

By: Arnie K. Hammock

Title: _____

Title: VP-Round Rock

FEIN: 74-2872164

**Request for Taxpayer
Identification Number and Certification**

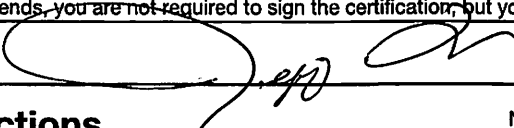
Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) UES Professional Solutions 45, LLC	
	2 Business name/disregarded entity name, if different from above. (FKA Rock Engineering and Testing Laboratory, LLC)	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☒ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) C Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions)	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>	
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
5 Address (number, street, and apt. or suite no.). See instructions. 6817 Leopard Street		Requester's name and address (optional)
6 City, state, and ZIP code Corpus Christi, TX 78409		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)	
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.	
Social security number [] [] [] - [] [] - [] [] [] [] or Employer identification number [7] [4] - [2] [8] [7] [2] [1] [6] [4]	
Note: If the account is in more than one name, see the instructions for line 1. See also <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	

Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and	
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and	
3. I am a U.S. citizen or other U.S. person (defined below); and	
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.	
Sign Here	Signature of U.S. person  Date 3-21-24

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



EXECUTIVE SUMMARY
5/2/2024

AGENDA SUBJECT:

Approval of Amendment No. 2 to Task Order TSIT-35 by TSIT Engineering and Consulting, LLC for construction services for San Gabriel East Elevated Storage Tank (CIP W.41) in the amount of \$15,410.00 for a new contract total amount of \$45,465.00; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

Task Order TSIT-35 was fully executed between the City of Leander and TSIT Engineering and Consulting, LLC to perform Material Testing Services for the San Gabriel East Elevated Storage Tank, CIP Project number W.41 on June 23, 2023. Amendment No. 1 to this Task Order was executed on January 26, 2024 in the Amount of \$12,825.00.

Due to recent legislative changes, House Bill 1440, to Chapter 252.048 of the Texas Local Government Code and the Leander City Council Resolution 13-017-00, adopted April 4, 2013, the authority for the City of Leander City Manager to sign any Change Orders or Amendments to procurements obtained outside of a competitive procedure has been deauthorized.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

City staff recommends approval of Amendment No. 2 to Task Order TSIT-35 for Material Testing Services for Construction Services for San Gabriel East Elevated Storage Tank, CIP Project number W.41 in the amount of \$15,410.00; and authorize the City Manager to execute any and all necessary documents.

PRESENTER:

Tony Bettis, CIP Program Manager

	<u>Fiscal Impact</u>
<u>Amount requested:</u>	\$15,410.00
<u>Approved in current budget (Yes / No):</u>	Yes
<u>Expenditure (New / Amended):</u>	Amended
<u>Recurring or one-time:</u>	One-Time
<u>Fund source (Operating / Utility / etc.):</u>	GL 25-31-8638 (SAN GABRIEL PKWY EST)

Attachments:

1. Partially Executed Amendment No. 2 to Task Order TSIT-35

CONTRACT AMENDMENT FOR PROFESSIONAL SERVICES

AMENDMENT NO. 2 TO TASK ORDER NO. TSIT-35

This will constitute authorization between the CITY OF LEANDER, TEXAS (Owner) and TSIT Engineering and Consulting, LLC Inc. (Firm), to adopt AMENDMENT NO.2. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

CITY OF LEANDER
W.41 San Gabriel Elevated Storage Tank Foundation

A. AMENDMENT DESCRIPTION

- Amendment No. 1 the payable increase from the original Task Order in the amount of \$17,230.00 to \$30,055.00. Total amendment amount of \$12,825.00 and fully executed on January 26, 2024.
- Amendment No. 2 the payable increase from Amendment No. 1 in the amount of \$30,055.00 to \$45,465.00. Total amendment amount of \$15,410.00

B. EXHIBITS ATTACHED TO THIS AMENDMENT

- Invoice 24-03-0059
- Revised Invoice #24-02-0060
- TSIT Estimate of Fees No. P23116

APPROVED:

CITY OF LEANDER, TEXAS

By _____

Title _____

Attest

Date _____

ACCEPTED:

TSIT ENGINEERING AND CONSULTING, LLC INC.

By *Aaron Colton*
Title *President*

Attest _____

Date *4/10/2024*



March 22, 2024

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

Attn: Mr. Russell Alabastro, CIP Project Manager
E ralabastro@leandertx.gov

Re: CMT Testing
W.41 - San Gabriel Elevated Storage Tank Foundation
San Gabriel Parkway
Leander, TX
TSIT Estimate of Fees No. P23116 (C.O. #1)

Mr. Alabastro

TSIT Engineering and Consulting, LLC is delighted for this opportunity to submit our Change Order #1 of estimate of fees for additional Construction Material Testing Services on the above referenced project. Our (TSIT) estimate is based on City of Leander and Phoenix Fabricators & Erectors, dated 3/22/24.

We anticipate the following additional Services:

- Soils testing on Ring Foundation and Retaining Wall backfill.
- Concrete Sampling and Testing for Ring Foundation
- Project Management and Administration

Estimated Testing Budget: \$0.00

Sincerely,

TSIT Engineering and Consulting, LLC.
Firm Registration F-5278

Aaron Cotton, Jr.
President

Attachment: Estimate of Testing Costs



INVOICE

Invoice Date: 03/22/2024

Invoice No: 24-03-0059

Page 1 of 2

TSIT ENGINEERING & CONSULTING, LLC

11301 Mosier Valley Rd.

Eules, TX 76040

817-510-3219

Client Address: City of Leander
Emily D. Truman, P.E., CFM, PMP, City Engineer
P.O. Box 319

Leander, TX. 78646 USA

TSIT Invoice for Project: 230232A

Client P.O.: W.41 (TSIT-35)

Project Name: San Gabriel Elevated Storage Tank Foundation

Project Mgr: Cotton, Jr., Aaron

NET: DUE UPON RECEIPT

===== Invoice Detail by Report =====

Report No.	Sampled	Qty	Billing Code	Unit Type	Unit Rate	Extension
230232A-0061	02/16/2024	1.00	Concrete Specimen Pick-up	Hour	\$70.00	\$70.00
230232A-0061	02/16/2024	1.00	Vehicle Charge	Trip	\$60.00	\$60.00
Report Number 230232A-0061 for a Subtotal of:						\$130.00
230232A-0066	02/20/2024	2.00	Concrete Technician	Hour	\$70.00	\$140.00
230232A-0066	02/20/2024	5.00	Concrete Cylinders	Each	\$25.00	\$125.00
230232A-0066	02/20/2024	1.00	Vehicle Charge	Trip	\$60.00	\$60.00
Report Number 230232A-0066 for a Subtotal of:						\$325.00
230232A-0063	02/21/2024	1.00	Concrete Specimen Pick-up	Hour	\$70.00	\$70.00
230232A-0063	02/21/2024	1.00	Vehicle Charge	Trip	\$60.00	\$60.00
Report Number 230232A-0063 for a Subtotal of:						\$130.00
230232A-0068	02/22/2024	2.00	Concrete Technician	Hour	\$70.00	\$140.00
230232A-0068	02/22/2024	5.00	Concrete Cylinders	Each	\$25.00	\$125.00
230232A-0068	02/22/2024	1.00	Vehicle Charge	Trip	\$60.00	\$60.00
Report Number 230232A-0068 for a Subtotal of:						\$325.00
230232A-0065	02/23/2024	1.00	Concrete Specimen Pick-up	Hour	\$70.00	\$70.00
230232A-0065	02/23/2024	1.00	Vehicle Charge	Trip	\$60.00	\$60.00
Report Number 230232A-0065 for a Subtotal of:						\$130.00
230232A-0069	02/27/2024	2.00	Concrete Technician	Hour	\$70.00	\$140.00
230232A-0069	02/27/2024	5.00	Concrete Cylinders	Each	\$25.00	\$125.00
230232A-0069	02/27/2024	1.00	Vehicle Charge	Trip	\$60.00	\$60.00
Report Number 230232A-0069 for a Subtotal of:						\$325.00
230232A-0067	02/28/2024	1.00	Concrete Specimen Pick-up	Hour	\$70.00	\$70.00
230232A-0067	02/28/2024	1.00	Vehicle Charge	Trip	\$60.00	\$60.00
Report Number 230232A-0067 for a Subtotal of:						\$130.00
230232A-0071	03/01/2024	2.00	Concrete Technician	Hour	\$70.00	\$140.00
230232A-0071	03/01/2024	5.00	Concrete Cylinders	Each	\$25.00	\$125.00
230232A-0071	03/01/2024	1.00	Vehicle Charge	Trip	\$60.00	\$60.00
Report Number 230232A-0071 for a Subtotal of:						\$325.00

Payment made within 15 days of invoice date qualify for a 3% discount.

REMIT TO: TSIT Engineering & Consulting, LLC
11301 Mosier Valley Rd.
Eules, TX 76040



TSIT ENGINEERING & CONSULTING, LLC

11301 Mosier Valley Rd.
Euless, TX 76040
817-510-3219

===== Invoice Detail by Report =====

<u>Report No.</u>	<u>Sampled</u>	<u>Qty</u>	<u>Billing Code</u>	<u>Unit Type</u>	<u>Unit Rate</u>	<u>Extension</u>
230232A-0073	03/04/2024	2.00	Concrete Technician	Hour	\$70.00	\$140.00
230232A-0073	03/04/2024	5.00	Concrete Cylinders	Each	\$25.00	\$125.00
230232A-0073	03/04/2024	1.00	Vehicle Charge	Trip	\$60.00	\$60.00
Report Number 230232A-0073 for a Subtotal of:						\$325.00
230232A-0070	03/05/2024	1.00	Concrete Specimen Pick-up	Hour	\$70.00	\$70.00
230232A-0070	03/05/2024	1.00	Vehicle Charge	Trip	\$60.00	\$60.00
Report Number 230232A-0070 for a Subtotal of:						\$130.00
230232A-0074	03/06/2024	2.00	Concrete Technician	Hour	\$70.00	\$140.00
230232A-0074	03/06/2024	5.00	Concrete Cylinders	Each	\$25.00	\$125.00
230232A-0074	03/06/2024	1.00	Vehicle Charge	Trip	\$60.00	\$60.00
Report Number 230232A-0074 for a Subtotal of:						\$325.00
230232A-0072	03/07/2024	1.00	Concrete Specimen Pick-up	Hour	\$70.00	\$70.00
230232A-0072	03/07/2024	1.00	Vehicle Charge	Trip	\$60.00	\$60.00
Report Number 230232A-0072 for a Subtotal of:						\$130.00
230232A-0076	03/14/2024	3.00	Concrete Technician	Hour	\$70.00	\$210.00
230232A-0076	03/14/2024	5.00	Concrete Cylinders	Each	\$25.00	\$125.00
230232A-0076	03/14/2024	1.00	Vehicle Charge	Trip	\$60.00	\$60.00
Report Number 230232A-0076 for a Subtotal of:						\$395.00
230232A-0075	03/15/2024	1.00	Concrete Specimen Pick-up	Hour	\$70.00	\$70.00
230232A-0075	03/15/2024	1.00	Vehicle Charge	Trip	\$60.00	\$60.00
Report Number 230232A-0075 for a Subtotal of:						\$130.00
CLERICAL	03/15/2024	3.00	Clerical	Hour	\$55.00	\$165.00
Report Number CLERICAL for a Subtotal of:						\$165.00
PM	03/15/2024	3.00	Project Manager	Hour	\$125.00	\$375.00
Report Number PM for a Subtotal of:						\$375.00
Total for this Invoice:						\$3,795.00

Payment made within 15 days of invoice date qualify for a 3% discount.

REMIT TO: TSIT Engineering & Consulting, LLC
11301 Mosier Valley Rd.
Euless, TX 76040

Budget: \$17,230.00
Prev Inv: \$33,130.00
This Inv: \$3,795.00
Balance: (\$19,695.00)



TSIT ENGINEERING & CONSULTING, LLC

11301 Mosier Valley Rd.
Euless, TX 76040
817-510-3219

Client Address: City of Leander
Emily D. Truman, P.E., CFM,PMP, City Engineer
P.O. Box 319
Leander, TX. 78646 USA

INVOICE
Invoice Date: 02/15/2024
Invoice No: 24-02-0060

Page 1 of 2

TSIT Invoice for Project: 230232A

Client P.O.: W.41 (TSIT-35)

Project Name: San Gabriel Elevated Storage Tank Foundation

Project Mgr: Cotton, Jr., Aaron

NET: DUE UPON RECEIPT

===== Invoice Detail by Report =====

<u>Report No.</u>	<u>Sampled</u>	<u>Qty</u>	<u>Billing Code</u>	<u>Unit Type</u>	<u>Unit Rate</u>	<u>Extension</u>
230232A-0051	01/19/2024	1.00	Project Manager (Biweekly Progress Meeting)	Hour	\$125.00	\$125.00
230232A-0051	01/19/2024	1.00	Vehicle Charge	Trip	\$60.00	\$60.00
Report Number 230232A-0051 for a Subtotal of:						\$185.00
230232A-0055	01/26/2024	2.00	Concrete Technician	Hour	\$70.00	\$140.00
230232A-0055	01/26/2024	5.00	Concrete Cylinders	Each	\$25.00	\$125.00
230232A-0055	01/26/2024	1.00	Vehicle Charge	Trip	\$60.00	\$60.00
Report Number 230232A-0055 for a Subtotal of:						\$325.00
230232A-0053	01/27/2024	2.00	Concrete Specimen Pick-up	Hour	\$70.00	\$140.00
230232A-0053	01/27/2024	1.00	Vehicle Charge	Trip	\$60.00	\$60.00
Report Number 230232A-0053 for a Subtotal of:						\$200.00
230232A-0052	01/30/2024	2.00	Concrete Technician	Hour	\$70.00	\$140.00
230232A-0052	01/30/2024	5.00	Concrete Cylinders	Each	\$25.00	\$125.00
230232A-0052	01/30/2024	1.00	Vehicle Charge	Trip	\$60.00	\$60.00
Report Number 230232A-0052 for a Subtotal of:						\$325.00
230232A-0054	01/31/2024	2.00	Concrete Specimen Pick-up	Hour	\$70.00	\$140.00
230232A-0054	01/31/2024	1.00	Vehicle Charge	Trip	\$60.00	\$60.00
Report Number 230232A-0054 for a Subtotal of:						\$200.00
230232A-0058	02/06/2024	2.00	Concrete Technician	Hour	\$70.00	\$140.00
230232A-0058	02/06/2024	5.00	Concrete Cylinders	Each	\$25.00	\$125.00
230232A-0058	02/06/2024	0.50	Vehicle Charge	Trip	\$60.00	\$30.00
Report Number 230232A-0058 for a Subtotal of:						\$295.00
230232A-0056	02/07/2024	1.00	Concrete Specimen Pick-up	Hour	\$70.00	\$70.00
230232A-0056	02/07/2024	0.50	Vehicle Charge	Trip	\$60.00	\$30.00
Report Number 230232A-0056 for a Subtotal of:						\$100.00
230232A-0060	02/08/2024	2.00	Concrete Technician	Hour	\$70.00	\$140.00
230232A-0060	02/08/2024	5.00	Concrete Cylinders	Each	\$25.00	\$125.00

Payment made within 15 days of invoice date qualify for a 3% discount.

REMIT TO: TSIT Engineering & Consulting, LLC
11301 Mosier Valley Rd.
Euless, TX 76040



TSIT ENGINEERING & CONSULTING, LLC

11301 Mosier Valley Rd.
Euless, TX 76040
817-510-3219

INVOICE
Invoice Date: 02/15/2024
Invoice No: 24-02-0060

Page 2 of 2

===== Invoice Detail by Report =====

<u>Report No.</u>	<u>Sampled</u>	<u>Qty</u>	<u>Billing Code</u>	<u>Unit Type</u>	<u>Unit Rate</u>	<u>Extension</u>
230232A-0060	02/08/2024	0.50	Vehicle Charge	Trip	\$60.00	\$30.00
Report Number 230232A-0060 for a Subtotal of:						\$295.00
230232A-0057	02/09/2024	1.00	Concrete Specimen Pick-up	Hour	\$70.00	\$70.00
230232A-0057	02/09/2024	0.50	Vehicle Charge	Trip	\$60.00	\$30.00
Report Number 230232A-0057 for a Subtotal of:						\$100.00
230232A-0062	02/13/2024	2.00	Concrete Technician	Hour	\$70.00	\$140.00
230232A-0062	02/13/2024	5.00	Concrete Cylinders	Each	\$25.00	\$125.00
230232A-0062	02/13/2024	0.50	Vehicle Charge	Trip	\$60.00	\$30.00
Report Number 230232A-0062 for a Subtotal of:						\$295.00
230232A-0059	02/14/2024	1.00	Concrete Specimen Pick-up	Hour	\$70.00	\$70.00
230232A-0059	02/14/2024	0.50	Vehicle Charge	Trip	\$60.00	\$30.00
Report Number 230232A-0059 for a Subtotal of:						\$100.00
230232A-0064	02/15/2024	2.00	Concrete Technician	Hour	\$70.00	\$140.00
230232A-0064	02/15/2024	5.00	Concrete Cylinders	Each	\$25.00	\$125.00
230232A-0064	02/15/2024	0.50	Vehicle Charge	Trip	\$60.00	\$30.00
Report Number 230232A-0064 for a Subtotal of:						\$295.00
CLERICAL	02/15/2024	2.00	Clerical	Hour	\$55.00	\$110.00
Report Number CLERICAL for a Subtotal of:						\$110.00
PM	02/15/2024	2.00	Project Manager	Hour	\$125.00	\$250.00
Report Number PM for a Subtotal of:						\$250.00
Total for this Invoice:						\$3,075.00

Payment made within 15 days of invoice date qualify for a 3% discount.

REMIT TO: TSIT Engineering & Consulting, LLC
11301 Mosier Valley Rd.
Euless, TX 76040

Budget: \$17,230.00
Prev Inv: \$30,055.00
This Inv: \$3,075.00
Balance: (\$15,900.00)

**ESTIMATE OF CONSTRUCTION MATERIALS TESTING FEES No. P23116(C.O. #1)****W.41 - SAN GABRIEL ELEVATED STORAGE TANK FOUNDATION****CHANGE ORDER #1****LEANDER, TX**

SERVICE	Unit Rate	Units	Unit Cost
SOILS TESTING			
Soil Testing	\$70.00	15 hour	\$1,050.00
Soil Testing (OT)	\$105.00	0 hour	\$0.00
Moisture Density Relations ASTM D-698 (Soils)	\$200.00	1 each	\$200.00
Moisture Density Relations ASTM D-1557(Aggregates)	\$250.00	0 each	\$0.00
Atterberg Limits	\$75.00	1 each	\$75.00
Decant (-200)	\$75.00	1 each	\$75.00
In Place Density ASTM D-6938 (each)	\$25.00	20 each	\$500.00
CONCRETE SAMPLING AND TESTING			
Concrete Inspection	\$70.00	25 hour	\$1,750.00
Concrete Inspection (OT)	\$105.00	0 hour	\$0.00
Concrete Cylinders (5 per set)	\$25.00	50 each	\$1,250.00
Concrete Cylinder Pickup	\$70.00	10 hour	\$700.00
TRAVEL			
Trip Charge (each)	\$60.00	25 each	\$1,500.00
PROJECT MANAGEMENT			
Project Management	\$125.00	8 hour	\$1,000.00
Clerical	\$55.00	8 hour	\$440.00
Note: Project Management time is billed as time for reviewing reports, coordination, and consultation.			
ESTIMATED BUDGET:			\$8,540.00

NOTES:

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

Payment Terms Net 30 Days

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

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

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



EXECUTIVE SUMMARY
5/2/2024

AGENDA SUBJECT:

Approval of Amendment No. 4 to Task Order WPM-01 with Walter P. Moore and Associates, Inc. for professional services for Lakeline Boulevard 16-inch Water Line (CIP W.72) in the amount of \$26,715.00 for a new contract total of \$246,480.52; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

Task Order WPM-01 was fully executed between the City of Leander and Walter P. Moore and Associates, Inc. to perform Engineering Services for the Lakeline Blvd. 16-inch Water Line, CIP Project number W.72 on December 02, 2021.

Amendment No. 1 in the amount of \$13,050.00 was signed by City Engineer on 1/23/2023.

Amendment No. 2 in the amount of \$20,150 was signed by City Engineer on 3/31/2023.

Amendment No. 3 in the amount of \$25,000 was approved by City Council on 7/20/2023.

Amendment No. 4 requests the following.

- Sauterne Drive Water Line Plan and Profile Adjustments
- Communication Duct Bank
- Site Plan Correction

Due to recent legislative changes, House Bill 1440, to Chapter 252.048 of the Texas Local Government Code and the Leander City Council Resolution 13-017-00, adopted April 4, 2013, the authority for the City of Leander City Manager to sign any Change Orders or Amendments to procurements obtained outside of a competitive procedure has been deauthorized.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

City staff recommends approval of Amendment No. 4 to Task Order WPM-01 for Engineering Services for Construction Services for Lakeline Blvd. 16-inch Water Line, CIP Project number W.72 in the amount of \$26,715.00; and authorize the City Manager to execute any and all necessary documents.

PRESENTER:

Tony Bettis, CIP Program Manager

	<u>Fiscal Impact</u>
<u>Amount requested:</u>	\$26,715.00
<u>Approved in current budget (Yes / No):</u>	Yes
<u>Expenditure (New / Amended):</u>	Amended
<u>Recurring or one-time:</u>	One-Time
<u>Fund source (Operating / Utility / etc.):</u>	25-31-8655 (LAKELINE BLVD WATERLINES)

Attachments:

1. Partially Executed Amendment No. 4 to Task Order WPM-01 (1)

TASK ORDER FOR PROFESSIONAL SERVICES

AMENDMENT 4 TO TASK ORDER NO. WPM-1

This will constitute authorization by the City of Leander, Texas (Owner), for Walter P Moore (Engineer), to proceed with the following described engineering services.

Lakeline Blvd. 16-inch Water Line

A. PROJECT DESCRIPTION

Task Order Number 1 was issued for the design, bid and construction phase services for a new 16-inch water line along Lakeline Blvd.

Additional Design Services No. 1 - This amendment covered the addition of a control valve at the CR 280 elevated storage tank. The effort for this task covered preliminary and final design and construction phase services.

Additional Design Services No. 2 – This amendment is for the creation of temporary construction easements for the instillation of the water line.

Additional Design Services No. 3 – This amendment is for the modification of the service connection at the 12-inch water line (from a tee to a cross) and a new service connection on the southern side of Hero Way West for a new 16-inch service extension under Lakeline Blvd.

Additional Design Services No. 4 – This amendment is for the following:

- Sauterne Drive Water Line Plan and Profile Adjustments
- Communication Duct Bank
- Site Plan Correction

B. SCOPE OF SERVICES

- Sauterne Drive Water Line Plan and Profile Adjustments – Walter P Moore needed to eliminate a portion of the water line at Lakeline Blvd. and Sauterne Drive. Adjustments required revising the plan and profile and adjusting the stationing and issuing a new plan set under an addendum during the bid phase of the project.
- Communication Duct Bank - Walter P Moore completed the design of a communication duct bank to run parallel to the proposed water line. Design included plans specifications and an updated construction cost estimate. These improvements were included in an addendum during the bidding phase of the project.
- Site Plan Correction – The revisions included under Addendum 3 (modification of the service connection at Hero Way and a new 16-inch service extension under Lakeline Blvd.), and Addendum 4 (Sauterne Drive Water Line Plan and Profile Adjustments, and Communication Duct bank) will need to be incorporated into a site plan correction. Walter P Moore will update the plans and specifications for these revisions and complete the site plan correction process with the City.

C. DELIVERABLES

Walter P Moore will provide deliverables as described in the attached Scope of Services.

D. BASIS OF COMPENSATION

The total compensation for the LAKELINE BLVD. 16-INCH WATER LINE – AMENDMENT NO. 4 shall be based on an hourly not to exceed fee of \$26,715.00. The City shall make payments to the Engineer for performing the engineering services described on a monthly billing basis in

accordance with monthly statements submitted by the Engineer and approved by the City. Final payment shall be due upon completion of the services described.

E. TIME FOR COMPLETION

The Engineer will work expeditiously to complete the services described herein. Design phase services are anticipated to take approximately 1 month after notice to proceed.

Walter P Moore will begin work as soon as authorized and as services are requested.

APPROVED:

CITY OF LEANDER, TEXAS

By _____
Todd Parton City Manager
Title _____

Attest _____

Date _____

ACCEPTED:

WALTER P MOORE



By Susan Turrieta, PE

Title: Principal, Managing Director Civil Engineering

Attest _____

Date _____

Task		Principal	Managing Director	Team Director	Sr. PM	PM	Sr Eng	Eng	Grad Eng	CAD Mgr	Eng Intern	Project Acct	Sr Admin Asst	Total Hours	Labor Budget	Total Budget
		\$ 330.00	\$ 290.00	\$ 275.00	\$ 275.00	\$ 200.00	\$ 215.00	\$ 180.00	\$ 150.00	\$ 205.00	\$ 100.00	\$ 150.00	\$ 150.00			
Task 10: Sauterne Drive Water Line Plan and Profile Adjustments																
	Management/Correspondence/Accounting													0	\$ -	
	Meetings						2							2	\$ 430	
	Review as-builts provided from developer						1							1	\$ 215	
	Site visit to confirm intersection and limits of existing waterline													0	\$ -	
	Revise plan and profile and stationing									8				8	\$ 1,640	
	Revise P&P & ESC sheets						1							1	\$ 215	
	Update Engineers Opinion of Probable Construction Cost										2			2	\$ 200	
	Update Bid tab 300U										2			2	\$ 200	
	Revise Amendment Documentation (re-issue modified sheets & add new sheets)						4			4	2			10	\$ 1,880	
	QA/QC													0	\$ -	
														0	\$ -	
														0	\$ -	
Subtotal		0	0	0	0	0	8	0	0	12	6	0	0	26	\$ 4,780	\$ 4,780
Task 11: Communication Duct Bank																
	Management/Correspondence/Accounting	2											1	3	\$ 810	
	Meetings and Coordination						4	2						6	\$ 1,220	
	Develop duct bank details						8			6				14	\$ 2,950	
	Develop duct bank specifications						2	2						4	\$ 790	
	Revise Plan and detail sheets and specifications						4	6		8				18	\$ 3,580	
	Update Engineers Opinion of Probable Construction Cost							2						2	\$ 360	
	QA/QC Review	2												2	\$ 660	
	City review and address comments	1					2	8		12				23	\$ 4,660	
	Issue Adendum plan and specifications	1					1	4		6				12	\$ 2,495	
														0	\$ -	
														0	\$ -	
Subtotal		6	0	0	0	0	21	24	0	32	0	0	1	84	\$ 17,525	\$ 17,525
Task 12: Site Plan Correction																
	Management/Correspondence/Accounting	1												1	\$ 330	
	Meetings						2							2	\$ 430	
	Update plans per adendums and any revisions during construction						2			10				12	\$ 2,480	
	QA/QC Review	1												1	\$ 330	
	Issue site plan correction						2			2				4	\$ 840	
	City review and address comments													0	\$ -	
	Reissue site plan correction													0	\$ -	
	Finalize and deliver construction documents													0	\$ -	
														0	\$ -	
														0	\$ -	
														0	\$ -	
Subtotal		2	0	0	0	0	6	0	0	12	0	0	0	20	\$ 4,410	\$ 4,410
Total Hours																
TOTAL BUDGET																\$ 26,715



EXECUTIVE SUMMARY
5/2/2024

AGENDA SUBJECT:

Approval of Amendment No. 7 to Task Order No. WAL-1 with Walker Partners Engineering, Inc. for revisions to design and construction phase for Raider Way and East Woodview Drive Roadway Improvements Project (CIP T.12) in an amount of \$219,235.00 for a new total contract amount of \$1,699,833.00; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

Repairs, widening, and improvements to Raider Way and Woodview Drive, adjacent to Rouse High School and Wiley Middle School, as the proposed project T.12 Raider Way and East Woodview Drive Roadway Improvements, was awarded to Walker Partners on July 6, 2016 in the amount of \$755,360.00, in response to safety concerns and traffic congestion immediately adjacent to the two schools. The road improvements will include widening Raider Way and better controlled crosswalks, northward from Crystal Falls Parkway to Woodview Drive, adding center islands and turn lanes on Woodview Drive between Raider Way and Tollway 183A, adjusting traffic signals, correcting drainage, and replacing water lines along with the improved road. As the project progressed, the design had to be modified to accommodate for bicycle/pedestrian facilities, public utility easements, detention pond revisions, for karst mitigation, and for additional construction administration services. Amendment No. 7 will add \$219,235.00 to the aggregate contract amount for a total Contract Amount of \$1,699,833.00.

HISTORY/TIMELINE:

- Initial Contract / Task Order WAL-1 of \$755,360 awarded Jul. 6, 2016.
- Amendment No. 1 of \$138,000.00 approved Feb. 16, 2017.
- Amendment No. 2 of \$49,990.00 approved Jan. 18, 2018.
- Amendment No. 3 of \$181,400.00 approved Sep. 10, 2018.
- Amendment No. 4 of \$184,300.00 approved Oct. 1, 2020.
- Amendment No. 5 of \$24,215.00 approved Jul. 22, 2021.
- Amendment No. 6 of \$147,333.00 approved Aug. 18, 2022.

APPLICANT/AGENT:

RECOMMENDATION:

Approval of Amendment No. 7 to Task Order No. WAL-1 with Walker Partners Engineering, Inc. for design, bidding, and construction phase Professional Services for Raider Way and E. Woodview Drive Roadway Improvements Project in an amount of \$219,235.00 for a new total contract amount of \$1,699,833.00; and authorize the City Manager to execute any and all necessary documents.

PRESENTER:

	<u>Fiscal Impact</u>
<u>Amount requested:</u>	\$219,235.00
<u>Approved in current budget (Yes / No):</u>	Yes
<u>Expenditure (New / Amended):</u>	Amended
<u>Recurring or one-time:</u>	One-Time
<u>Fund source (Operating / Utility / etc.):</u>	12-01-8383 (FY24 TIA)

Attachments:

1. Partially Executed Amendment No. 7 of Task Order No. WAL-1

TASK ORDER FOR PROFESSIONAL SERVICES

AMENDMENT NO. 7 TO TASK ORDER NO. WAL-1

This will constitute authorization by the City of Leander, Texas (Owner), for Walker Partners, LLC. Austin, Texas (Engineer), to proceed with the following described engineering services.

Raider Way and East Woodview Improvements

A. PROJECT DESCRIPTION

The City intends to retain Walker Partners for revisions to drawings for the T.12 Raider Way and East Woodview Drive Roadway Improvements project, modifying engineered plans for bicycle/pedestrian facilities on Raider Way and East Woodview, for additional public utility easements, for changes to detention pond, for adding services for karst mitigation, and for additional construction administration services.

B. SCOPE OF SERVICES

See attached Scope of Services within the Amendment No. 7 proposal from Walker Partners, LLC.

C. DELIVERABLES

See attached deliverables described within the Amendment No. 7 proposal from Walker Partners, LLC.

D. BASIS OF COMPENSATION

For the Scope of Services outlined in the attached Amendment No. 7 proposal, the City agrees to pay Walker Partners per the individual lump sum costs according to the attached Amendment No. 7 proposal for the total cost of \$219,235.00. Terms and conditions of the original Task Order WAL-1 apply. This is a not-to-exceed agreement, without written authorization from the City.

E. TIME FOR COMPLETION

The Engineer will work expeditiously to complete the services described herein. It is the intent to adhere to the attached schedule. Walker Partners will begin work as soon as authorized and as services are requested.

APPROVED:

CITY OF LEANDER, TEXAS

By _____

Title City Manager

Attest _____

Date _____

ACCEPTED:

WALKER PARTNERS, LLC

By George E. Walker, Jr.

Title President/CEO

Attest Nancy Nichols

Date April 12, 2024

February 26, 2024

City of Leander-Engineering
Pat Bryson Municipal Hall
201 N. Brushy Street
Leander, Texas 78641

Attn: Tony Bettis, PMP, C.I.P. Manager

Re: Task Order No. WAL-1
Raider Way and East Woodview Drive Roadway Improvements – Amendment No. 7
Project No.: 3-00585

AMENDMENT NO. 7

Walker Partners submitted 90% plans to the City of Leander for review in September 2022 which included required design changes approved by the City in accordance with Amendment 6. After Staff's review of the 90% Plan submittal, significant plan revisions were required to accommodate scope of work changes relating to pedestrians and bicyclists near the neighboring school properties as a result of meetings with the City in November 2022. Further scope changes have been made in the construction phase of this project which also require additional services.

ITEM NO. 1

Modify engineering plans for staff-requested modifications to bicycle/pedestrian facilities on Raider Way and East Woodview after submittal of 90% drawings. City review comments were provided in early November 2022 and after further discussion, a request was made to revise the bicycle lane design on Raider Way to provide a 3-foot-wide buffer between the bicycle and motor vehicle travel lanes. In a follow-up Teams meeting shortly thereafter, an additional request was made to revise the design of East Woodview which required the removal of the on-street bicycle lanes, removal of parallel parking spaces, and which provided the addition of a 10' wide shared use path adjacent to the roadway behind the curb. The changes to Raider Way affected the Striping & Signing Plans, Typical Section Sheets and Detail Sheets. The changes to East Woodview were a major change which dictated full re-design of the Typical Section sheets, Plan & Profile Sheets, Water Utility Plan sheets, Signing & Pavement Marking Sheets, Drainage Area Maps, and Storm Drain Plan & Profile Sheets. The plans sheet changes required substantial drainage analyses and inlet and pipe modeling which led to the addition of more curb inlets and stormwater detention facilities necessary to meet the design criteria for the roadway facility. Over 40 plan sheets and plan details sheets were affected by this change. Walker Partners had substantially completed the engineering plans for the roadway improvements for Raider Way and East Woodview prior to the request for the changes. This amendment item provides for the redesign of plans sheets, revision of quantities, and the engineers opinion of probable cost estimate along with the additional meetings and coordination resulting from requested plan revisions.

ITEM NO. 2

Additional Services to provide for two additional Public Utility Easements adjacent to East Woodview. Coordination during construction phase of the Raider Way project with Franchise Utility providers has led to additional comments and requests from AT&T, Spectrum and PEC to provide services for Leander residents which will require additional easements. To meet the requests of the utility providers, two new Public Utility Easements along East Woodview will need to be added to appropriately locate these facilities. This amendment item provides

for field survey, additional field notes and parcel sketches necessary for City to provide Public Utility Easements as required for a cost of \$2,275/easement. Two easements are included with this item.

ITEM NO. 3

Modify engineering plans for Detention Pond A. During excavation operations for Pond A by the Contractor, it was discovered that previously undisclosed geothermal loops (which provide HVAC to Wiley Middle School) were located within the “Footprint” for Pond A and interfered with the successful completion of the original construction of Pond A. LISD provided site plans during design phase, however information regarding location of the geothermal loops was not provided with that information. There was also no disclosure of the geothermal loops location provided to the City during acquisition of the Drainage Easement for Pond A. The location of the geothermal loops compromised the original detention pond design for Pond A (located along Raider Way frontage of Wiley Middle School) and an alternate design was developed to detain flows from Raider Way which exit into the Crystal Falls Parkway storm drain system. The alternate design raises the bottom of the pond five (5) feet and raises the wall height two (2) feet so that a 25-year Atlas 14 Design storm will not inundate the Crystal Falls storm drain and cause a surcharge to that existing system. These out-of-scope modifications provide for the revisions to the storm drain and detention pond design within the originally agreed drainage easement and further utilizes construction materials which have already been acquired for the project to the greatest extent possible. These modifications further provide for the re-design of structural retaining wall plans for the Detention Pond perimeter.

ITEM NO. 4

Karst Void and Mitigation Services. The subject project lies within the Edwards Aquifer Contributing Zone and is subject to environmental oversight from the Texas Commission on Environmental Quality (TCEQ). During excavation for water line construction, two Karst features were encountered. TCEQ requires that sensitive environmental features such as Karsts are investigated by a professional geoscientist. Cambrian Environmental has provided professional geoscientist services in advance of this approval to keep project on schedule and to properly respond to TCEQ oversight. An Hourly Not to Exceed (HNTE) Fee of \$7,500.00 is requested to provide the services of a Professional Geoscientist for the initial Karst encounter and retain their services in the event of further encounters during construction of water line utilities and the storm drain system.

ITEM NO. 5

Supplemental Construction Administration Fee. The current Construction Administration fee of \$93,370 will not provide adequate budget to cover a 2-year construction schedule with the complexity of this project. The original Construction Administration fee of \$73,370 translated to approximately 10% of the original design fee of \$755,360; however, the Construction Administration fee has not proportionally increased as the design fee and scope of the project has increased. Additionally, the original construction duration of 500 days for the project has increased to 730 days (2 years) which further impacts our Construction Administration effort. Our recommendation is to provide for senior engineering personnel at 8 hours per week for 98 work weeks during the anticipated 2-year construction duration of the project. This necessary level of services will require an increase of \$96,000 (Hourly Not to Exceed without written authorization) above the current Lump Sum Fee of \$92,449.42 for Construction Administration Services.

FEE

The engineering fee required to modify the design and Drawings as outlined above is itemized below:

Original fee:	\$755,360.00	
Amendment No. 1:	\$138,000.00	(Not to Exceed)
Amendment No. 2:	\$49,990.00	(Not to Exceed)
Amendment No. 3:	\$181,400.00	(Lump Sum)
Amendment No. 4:	\$184,300.00	(Lump Sum)
Amendment No. 5:	\$24,215.00	(Not to Exceed)
Amendment No. 6:	\$147,333.00	(Lump Sum)
Amendment No. 7		
Item 1:	\$90,685.00	(Lump Sum)
Item 2:	\$4,550.00	(Lump Sum)
Item 3:	\$20,500.00	(Lump Sum)
Item 4:	\$7,500.00	(Hourly NTE without written authorization)
Item 5:	\$96,000.00	(Hourly NTE without written authorization)
TOTAL AMENDMENT No. 7	\$219,235.00	
REVISED TOTAL FEE:	\$1,699,833.00	

Please sign below to authorize Amendment No. 7.

Walker Partners, LLC

City of Leander

Signature

George E. Walker, Jr.
Printed Name

President/CEO
Title

Date

Signature

Printed Name

Title

Date



EXECUTIVE SUMMARY
5/2/2024

AGENDA SUBJECT:

Acceptance of public improvements for Edgewood Phase 1 Section 2.

BACKGROUND:

The public infrastructure improvements required for Edgewood Phase 1 Section 2 have been installed, inspected, and are satisfactorily completed. All documentation required for acceptance of this project has been received, including record drawings, statement of substantial completion prepared by a professional engineer licensed by the State of Texas, copies of all inspection reports and certified test results, electronic files of the improvements and final plat, affidavit of all bills paid, and a two (2)-year term maintenance bond.

The maintenance bond will commence its two (2)-year term upon City Council acceptance, as anticipated, on May 2, 2024, which will provide warranty and maintenance coverage for public infrastructure improvements through May 2, 2026. The Engineering Department will perform a formal inspection of the improvements approximately thirty (30) days prior to the expiration of the maintenance bond to assure that any defects in materials, quality construction, or maintenance are corrected prior to expiration of the bond.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommend the City Council's formal acceptance of Edgewood Phase 1 Section 2 public infrastructure improvements.

PRESENTER:

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

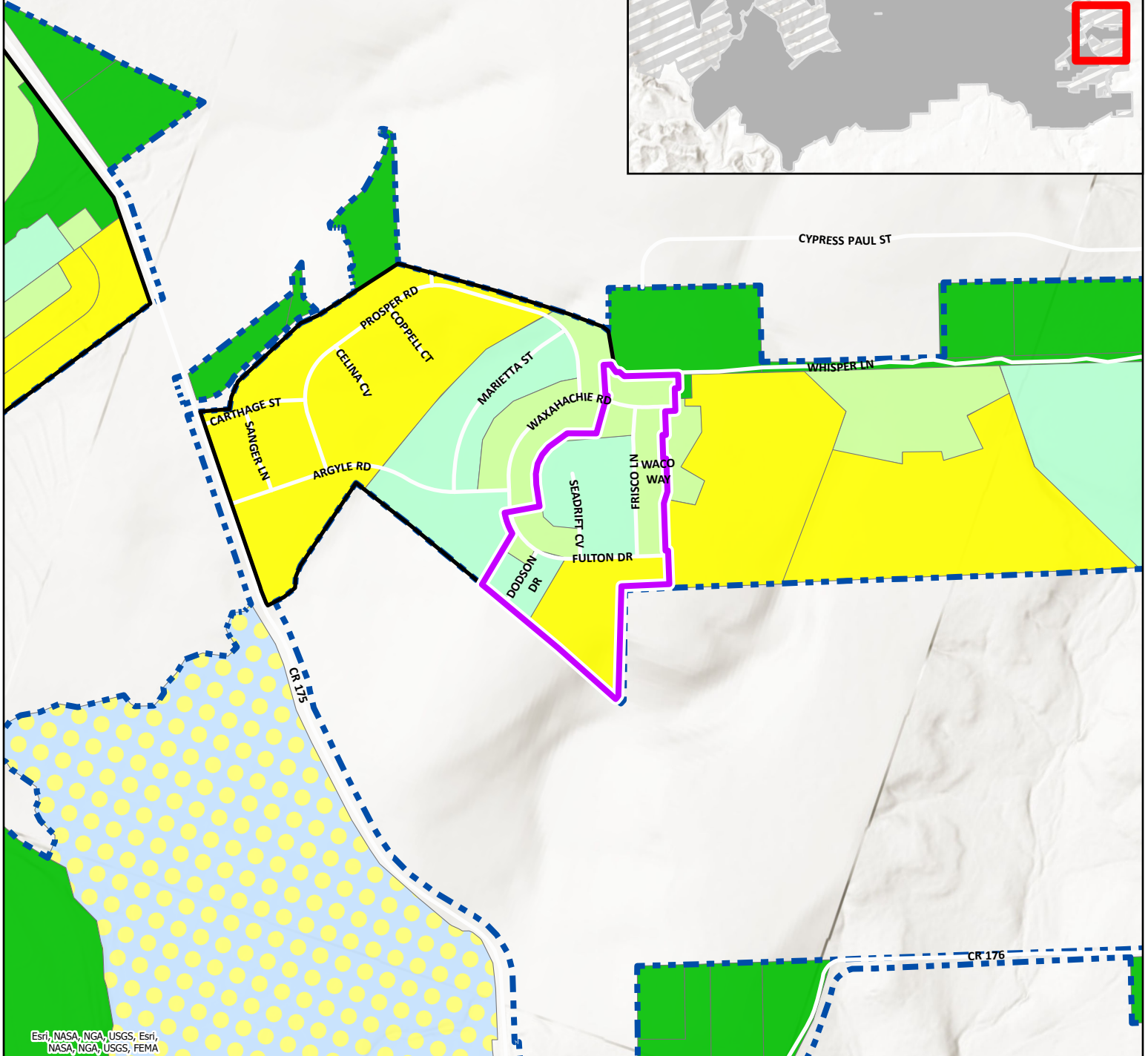
Fiscal Impact

Attachments:

1. Acceptance Documents - Edgewood Phase 1 Section 2 PICP-21-0035

This map has been produced by the City of Leander for informational purposes only. No warranty is made by the City regarding completeness or accuracy, please refer to the appraisal district website for official property data. No responsibility is assumed for damages or other liabilities due to the accuracy, availability, completeness, use or misuse of the information herein provided.

Leander City Limits
Extra-Territorial
Jurisdiction



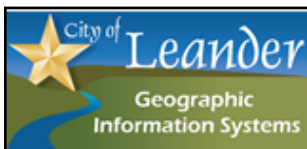
Esri, NASA, NGA, USGS, Esri,
NASA, NGA, USGS, FEMA

SUBDIVISION ACCEPTANCE

Edgewood Ph 1 Sec 2 - 21-PICP-035

City Limits

Accepted Subdivision



RESIDENTIAL

- SFR - Single-Family Rural
- SFS - Single-Family Suburban
- SFU - Single-Family Urban
- SFC - Single-Family Compact

PUD LAND USE

- PUD - Single-Family



0 500 1,000
Feet

February 26, 2024

Will Van Brunt
M/I Homes of Austin, LLC
7600 N. Capital of Texas Hwy., Bldg. C, Ste. 250
Austin, Texas 78731

Re: Edgewood 1-2

INSPECTION COMPLETED – NO VIOLATIONS

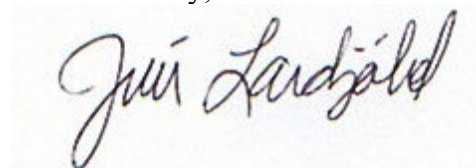
Dear Will:

This report presents the findings of the on-site inspection for the Edgewood 1-2 Project in Leander, Texas for compliance with the Texas Accessibility Standards (TAS) Rule 68.102 and the Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way. This report is limited to inspecting the elements for compliance with the applicable technical standards and not scoping. An inspection of the site was conducted on February 25, 2024.

All of the pedestrian elements were found to be in compliance with the Texas Accessibility Standards Rule 68.102 and the Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way. The scope of work is limited to the inspection of the elements and excludes project registration with TDLR and a formal plan review of the design documents.

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

Sincerely,

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

Jesús Lardizábal, RAS #1051
President

Engineer's Concurrence for Project Acceptance

Project: Edgewood Phase 1 Section 2 Date: 03/27/24

City of Leander Issued Permit Number: 21-PICP-035

Owner's Name & Address

M/I Homes of Austin, LLC.
7600 N. Capital of Texas Hwy
Bldg C STE 250 Austin, TX 78731

Consultant Engineer's Name & Address

Alex Granados
501 S. Austin Ave STE 1310
Georgetown, TX 78626

On this date, I, the undersigned Professional Engineer in the State of Texas, or my representative, have made a visual inspection of the above referenced project. No discrepancies from the approved construction plans or deficiencies in construction were visible or brought to my attention. I, therefore, certify that all improvements are in substantial compliance with the approved construction plans and all City, State, and Federal requirements, including the City of Leander Subdivision Ordinance and Composite Zoning Ordinance.

If applicable, for closeout of public improvement construction project (PICP) permits, I additionally certify that all project closeout procedures with other governmental entities have been completed and finalized with each entity prior to submittal of my concurrence letter to the City of Leander.

03/27/2024



(SEAL)

Alejandro E. Granados Rico

Signature

Alejandro E. Granados Rico

Typed Name

Kimley-Horn and Associates, Inc.

Engineering Firm Name

F-928

Registered Engineering Firm Number

MAINTENANCE BOND
Subdivision Improvements

Bond Number: 2352511

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that Liberty Civil Construction, LLC
as Principal, whose address is 2937 Hero Way Leander, TX 78641 and
Swiss Re Corporate Solutions America Insurance Corporation a Corporation organized under the
laws of the State of Missouri, and duly authorized to do business in the State of Texas, as
Surety, are held and firmly bound unto the City of Leander, Texas as Obligee, in the penal sum
of Three Hundred Sixteen Thousand Nine Hundred Eighty-one & 60/100
(\$ 316,981.60) to which payment will and truly to be made we do bind ourselves, our and each
of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by
these presents.

WHEREAS, the said Principal has constructed Edgewood Phase 1, Section 2 Public Improvement Construction Plans, Project #21-PICP-035
(the "improvements") pursuant to the ordinances of the Obligee, which ordinances are hereby
expressly made a part hereof as though the same were written and embodied herein;

WHEREAS, said Obligee requires that the Principal furnish a bond conditioned to
guarantee for the period of two (2) years after acceptance by the Obligee, against all defects in
workmanship and materials which may become apparent during said period;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that, if the
Principal keeps and perform the requirement of the Obligee's ordinances and this Maintenance
Bond to maintain the improvements and keep the same in good repair and shall indemnify the
Obligee for all loss that the Obligee may sustain by reason of any defective materials or
workmanship which become apparent during the period of two (2) years from and after the date
of acceptance by the Owner, then this obligation shall be void, otherwise to remain in full force
and effect, and Owner shall have and cover from said Principal and Surety damages in the
premises, as provided, and it is further agreed that this obligation shall be a continuing one
against the Principal and Surety hereon, and that successive recoveries may be had thereon for
successive breaches until the full amount shall have been exhausted; and it is further understood
that the obligation herein to maintain said improvements shall continue throughout the
maintenance period, and the same shall not be diminished in any manner from any cause during
said time.

Principal agrees to repair or reconstruct the improvements in whole or in part at any time
within the two year period to such extent as the Obligee deems necessary to properly correct all
defects except for normal wear and tear. If the Principal fails to make the necessary corrections
within ten days after being notified, the Obligee may do so or have done all said corrective work
and shall have recovery hereon for all expenses thereby incurred. Principal will maintain and
keep in good repair the improvements for a period of two years from the date of acceptance; it
being understood that the purpose of this Maintenance Bond is to cover all defective conditions
arising by reason of defective material, work, or labor performed by said Principal or its

subcontractors, and in the case the said Principal shall fail to do so within ten days after being notified, it is agreed that the Obligee may do said work and supply such materials, and charge the same against Principal and Surety on this obligation.

The Surety shall notify the Obligee at least fifteen (15) days prior to the end of the first full calendar year and prior to the lapse of this Maintenance Bond at the end of the second full calendar year.

Surety and Principal agree that whenever a defect or failure of the improvement occurs within the period of coverage under this Bond, the Surety and Principal shall provide a new maintenance bond or other surety instrument in a form acceptable to the Obligee and compliant with the Obligee's ordinances conditioned to guarantee for the period of one (1) year after the Obligee's acceptance of the corrected defect or failure, against all defects in workmanship and materials associated with the corrected defect or failure which may become apparent during said period, which shall be in addition to this Maintenance Bond.

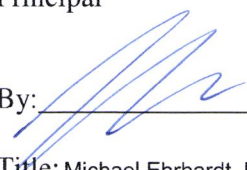
The Surety agrees to pay the Obligee upon demand all loss and expense, including attorneys' fees, incurred by the Obligee by reason of or on account of any breach of this obligation by the Surety. Provided further, that in any legal action be filed upon this bond, venue shall lie in the county where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

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

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the improvements, or the work to be performed thereon, or the plans, specifications or drawings accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the improvements, or the work to be performed thereon.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 27th day of March, 2024.

Liberty Civil Construction, LLC
Principal

By: 

Title: Michael Ehrhardt, President

Address: 2937 Hero Way

Leander, TX 78641

Swiss Re Corporate Solutions America Insurance Corporation
Surety

By: 

Title: Betty J. Reeh, Attorney-in-Fact

Address: 1200 Main St., Suite 800

Kansas City, MO 64105

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

Acrisure Texas Risk Advisors & Insurance Services, LLC

32335 US Highway 281 S, Suite 1201 Bulverde, TX 78163

(Seal)

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

BETTY J. REEH, CLARK D. FRESHER, BRYAN K. MOORE, ANDREW ADDISON, ELIZABETH ORTIZ,
ANA OWENS, PATRICK COYLE, PATRICIA ANN LYTTLE, AND MICHAEL D. HENDRICKSON

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President
of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC
& Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 10 day of NOVEMBER, 20 22

State of Illinois
County of Cook

SS

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 10 day of NOVEMBER, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco
Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.
IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 27th day of March, 20 24

Jeffrey Goldberg
Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC and
SRCSPIC and WIC

IMPORTANT NOTICE

In order to obtain information or make a complaint:

You may contact **Jeffrey Goldberg, Vice President - Claims**, at **1-800-338-0753**.

You may call **Swiss Re Corporate Solutions America Insurance Corporation or Swiss Re Corporate Solutions Premier Insurance Corporation's** toll-free number for information or to make a complaint at:

1-800-338-0753

You may also write to **Swiss Re Corporate Solutions America Insurance Corporation or Swiss Re Corporate Solutions Premier Insurance Corporation** at the following address:

**1200 Main Street, Suite 800
Kansas City, MO 64105**

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

1- 800-252-3439

You may write the **Texas Department of Insurance**:

**P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us**

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should first contact the **Swiss Re Corporate Solutions America Insurance Corporation or Swiss Re Corporate Solutions Premier Insurance Corporation**. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter un queja:

Puede comunicarse con **Jeffrey Goldberg, Vice President - Claims**, al **1-800-338-0753**.

Usted puede llamar al numero de telefono gratis de **Swiss Re Corporate Solutions America Insurance Corporation o Swiss Re Corporate Solutions Premier Insurance Corporation's** para informacion o para someter una queja al:

1-800-338-0753

Usted tambien puede escribir a **Swiss Re Corporate Solutions America Insurance Corporation o Swiss Re Corporate Solutions Premier Insurance Corporation** al:

**1200 Main Street, Suite 800
Kansas City, MO 64105**

Puede escribir al **Departamento de Seguros de Texas** para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1- 800-252-3439

Puede escribir al **Departamento de Seguros de Texas**:

**P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us**

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el **Swiss Re Corporate Solutions America Insurance Corporation o Swiss Re Corporate Solutions Premier Insurance Corporation** primero. Si no se resuelve la disputa, puede entonces comunicarse con el Departamento de Seguros de Texas.

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

March 14, 2024
 Sarvesh Dhakal
 City of Leander
 201 N. Brushy Street
 Leander, Texas 78641

Attn,

The following is the information as applicable to the Final Cost and Quantities, and inspection fee settle up of the Edgewood Phase 1, Section 2 Project #21-PICP-035 of this "project"

Name on Approved Construction Documents: Edgewood Phase 1, Section 2 Public Improvement Construction Plans, Project #21-PICP-035, City of Leander, Williamson County, Texas

Final Plat Legal Name as Recorded : Edgewood Phase 1, Section 2 Final Plat (DOC #2024009687) (FP-23-0090)

Name on Bank Bond for Fiscal Posting: _____

Final Cost and Quantities:

Costs Categories	Totals
Streets	\$ 519,517.36
Stormwater/Drainage	\$ 1,635,820.11
Water	\$ 391,085.16
Wastewater	\$ 440,532.83
Streetlights	\$ 182,860.58
Landscape Improvements	\$ 0.00

Total = **\$3,169,816.04**

Total Improvements =	\$3,169,816.04
Maintenance Bond (10%) =	\$316,981.60

*Note that this total differs from the final pay application from the contractor as it excludes private electrical work, misc. barbwire fencing and private gas work that were part of Edgewood Phase 1, Section 2. The total for the developer private items is \$389,690.96. These items have been highlighted in red in the final pay application attached for reference. The inspection fee receipt is also included for reference.

Inspection fee settle up:

Total Improvements =	\$3,169,816.04
Currently Paid Inspection Fees =	\$67,821.16
Inspection Fees (3.5%) =	\$110,943.56
Insp. Fee to be paid by developer =	\$43,122.40

If you have any questions or require any additional information, please do not hesitate to contact me at 512-782-0602.

Sincerely,

Alejandro E. Granados Rico



03/14/2024

Alex Granados, P.E.
 TBPE F-928

Attachments: Final Pay Application for Edgewood Phase 1-2 Final Cost and Quantities breakdown, Receipt of Currently Paid Inspection Fees

FINAL COSTS AND QUANTITIES
EDGEWOOD PHASE 1, SECTION 2
KIMLEY-HORN AND ASSOCIATES, INC. JOB NO. 067783129

CITY OF LEANDER JOB # 21-PICP-035

COST CATEGORIES	TOTALS
STREETS	\$519,517.36
STORMWATER/DRAINAGE	\$1,635,820.11
WATER	\$391,085.16
WASTEWATER	\$440,532.83
STREETLIGHTS	\$182,860.58
LANDSCAPE IMPROVEMENTS	\$0.00
TOTAL AMOUNT	\$3,169,816.04

FINAL COSTS AND QUANTITIES

	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
	STREETS				
1	24" CONCRETE CURB AND GUTTER EXCLUDING 30'-35' FOR INLETS AND TRANSITIONS COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	6,026	\$ 16.98	\$ 102,321.48
2	2" HMAC COMPLETE IN PLACE AS DETAILED AND SPECIFIED	SY	9,642	\$ 16.85	\$ 162,467.70
3	8" CRUSHED STONE FLEXIBLE BASE COURSE 3' BEHIND BOC COMPLETE IN PLACE AS DETAILED AND SPECIFIED (COLLECTOR SECTION)	SY	13,130	\$ 9.98	\$ 131,037.40
4	PREPARE SUBGRADE PREPARATION 3' BEHIND BOC COMPLETE IN PLACE AS DETAILED AND SPECIFIED	SY	13,130	\$ 2.03	\$ 26,653.90
5	GEOGRID 3' BEHIND BOC COMPLETE IN PLACE AS DETAILED AND SPECIFIED	SY	13,130	\$ 3.36	\$ 44,116.80
6	SIGNAGE AND STRIPING	LS	1	\$ 3,601.99	\$ 3,601.99
7	CONCRETE SIDEWALK COMPLETE IN PLACE AS DETAILED AND SPECIFIED	SY	159	\$ 61.41	\$ 9,764.19
8	PEDESTRIAN RAMPS COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	10	\$ 1,120.15	\$ 11,201.50
9	CONCRETE VALLEY GUTTERS COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	3	\$ 5,999.11	\$ 17,997.33
10	STREET END BARRICADE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	4	\$ 1,242.00	\$ 4,968.00
11	CONSTRUCTION STAKING	LS	1	\$ 5,387.07	\$ 5,387.07
	SUBTOTAL STREETS				\$ 519,517.36

FINAL COSTS AND QUANTITIES

	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
	STORMWATER/DRAINAGE				
1	MOBILIZATION, LUMP SUM	LS	1	\$ 112,154.04	\$ 112,154.04
2	CLEARING AND GRUBBING ENTIRE SITE, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LS	1	\$ 63,391.09	\$ 63,391.09
3	EARTHWORK TO SUBGRADE (CUT), COMPLETE IN PLACE AS DETAILED AND SPECIFIED*	CY	35,167	\$ 10.92	\$ 384,023.64
4	EARTHWORK TO SUBGRADE (FILL), COMPLETE IN PLACE AS DETAILED AND SPECIFIED*	CY	10,070	\$ 4.24	\$ 42,696.80
5	EARTHWORK EXPORT OF EXCESS MATERIAL (IF NECESSARY), COMPLETE IN PLACE AS DETAILED AND SPECIFIED*	CY	25,097	\$ 6.23	\$ 156,354.31
6	STABILIZED CONSTRUCTION ENTRANCE AS DETAILED AND SPECIFIED	EA	2	\$ 1,148.31	\$ 2,296.62
7	CURB INLET PROTECTION COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	14	\$ 102.60	\$ 1,436.40
8	ORANGE SAFETY FENCE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	1,117	\$ 2.08	\$ 2,323.36
9	SILT FENCE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	6,028	\$ 3.21	\$ 19,349.88
10	TREE PROTECTION COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	2,185	\$ 4.57	\$ 9,985.45
11	ROCK BERMS	LF	30	\$ 48.60	\$ 1,458.00
12	REVEGETATION COMPLETE IN PLACE AS DETAILED AND SPECIFIED	SY	14,803	\$ 2.03	\$ 30,050.09
13	CURLEX MATTING ALONG 3:1 SLOPES AS DETAILED AND SPECIFIED	SY	4,264	\$ 1.51	\$ 6,438.64
14	VEGETATIVE FILTER STRIPS	SY	515	\$ 15.31	\$ 7,884.65
15	CONCRETE WASHOUT AREA	EA	1	\$ 702.00	\$ 702.00
16	18" REINFORCED CONCRETE PIPE, CLASS 3 COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	916	\$ 70.41	\$ 64,495.56
17	24" REINFORCED CONCRETE PIPE, CLASS 3 COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	645	\$ 89.51	\$ 57,733.95
18	30" REINFORCED CONCRETE PIPE, CLASS 3 COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	774	\$ 120.58	\$ 93,328.92
19	36" REINFORCED CONCRETE PIPE, CLASS 3 COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	356	\$ 166.59	\$ 59,306.04
20	4' DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	5	\$ 5,501.36	\$ 27,506.80
21	4' DIA DROP MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1	\$ 6,269.09	\$ 6,269.09
22	5' DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	3	\$ 8,048.68	\$ 24,146.04
23	5' DIA DROP MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	3	\$ 8,485.12	\$ 25,455.36
24	6' DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	2	\$ 6,339.99	\$ 12,679.98
25	10' CURB INLET INCL. TRANSITIONS COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	14	\$ 6,047.56	\$ 84,665.84
26	TRENCH SAFETY ALL DEPTHS, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	2,691	\$ 1.08	\$ 2,906.28
27	CONSTRUCTION STAKING	LS	1	\$ 3,007.09	\$ 3,007.09
28	18" HEADWALL COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1	\$ 4,672.29	\$ 4,672.29
29	30" HEADWALL COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1	\$ 5,985.00	\$ 5,985.00
30	36" HEADWALL COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1	\$ 7,214.04	\$ 7,214.04
31	CITY OF AUSTIN TYPE I ROCK RIP RAP COMPLETE IN PLACE AS DETAILED AND SPECIFIED	SY	112	\$ 68.62	\$ 7,685.44
32	CITY OF AUSTIN TYPE II ROCK RIP RAP COMPLETE IN PLACE AS DETAILED AND SPECIFIED	SY	102	\$ 108.85	\$ 11,102.70
33	5' DIA MANHOLE WITH SMARTBATCH VALVE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1	\$ 102,525.07	\$ 102,525.07
34	SMARTBATCH DETENTION OUTLET STRUCTURE , COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1	\$ 747.61	\$ 747.61
35	6" PVC PIPE IN PLACE AS DETAILED AND SPECIFIED	LF	63	\$ 42.33	\$ 2,666.79
36	DETENTION POND ACCESS TYPE II DRIVEWAY, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1	\$ 2,342.67	\$ 2,342.67
37	DETENTION POND ACCESS PATH, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	SY	292	\$ 28.28	\$ 8,257.76
38	POND LINER COMPLETE IN PLACE AS DETAILED AND SPECIFIED	SY	1,464	\$ 110.43	\$ 161,669.52
39	POND ACCESS GATE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1	\$ 2,862.00	\$ 2,862.00
40	DETENTION POND OUTLET STRUCTURE (STRUCTURAL DESIGN TO INCLUDE IN BID FOR OUTFALL STRUCTURE)	EA	1	\$ 16,043.30	\$ 16,043.30
	SUBTOTAL STORMWATER/DRAINAGE				\$ 1,635,820.11

FINAL COSTS AND QUANTITIES

	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
	WATER				
1	8" C900 PVC WATER MAIN COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	3,162	\$ 58.45	\$ 184,818.90
3	CONNECT TO EXISTING WATER LINE AND REMOVE EX. BLOWOFF VALVE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	2	\$ 1,565.76	\$ 3,131.52
4	BLOW OFF VALVE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	3	\$ 2,700.32	\$ 8,100.96
5	8" GATE VALVE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	13	\$ 2,492.21	\$ 32,398.73
6	FIRE HYDRANT ASSEMBLY (6" VALVE, 6" DUCTILE IRON LEED, AND TEE) COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	8	\$ 7,238.75	\$ 57,910.00
7	SINGLE WATER SERVICE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	15	\$ 1,793.78	\$ 26,906.70
8	DOUBLE WATER SERVICE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	30	\$ 2,293.43	\$ 68,802.90
9	SAFETY TRENCH COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	3,162	\$ 0.54	\$ 1,707.48
10	TESTING (HYDROSTATIC) & CHLORINATION	LF	3,162	\$ 2.14	\$ 6,766.68
11	8"X6" REDUCER COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1	\$ 541.29	\$ 541.29
	SUBTOTAL WATER				\$ 391,085.16

	WASTEWATER				
1	8" SDR 26 ASTM D3034 PVC GRAVITY WASTEWATER ALL DEPTHS COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	1,741	\$ 62.72	\$ 109,195.52
2	12" SDR 26 ASTM D3034 PVC GRAVITY WASTEWATER ALL DEPTHS COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	946	\$ 93.54	\$ 88,488.84
3	SINGLE GRAVITY SEWER LATERAL COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	6	\$ 2,447.00	\$ 14,682.00
4	DOUBLE GRAVITY SEWER LATERAL COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	29	\$ 2,796.48	\$ 81,097.92
5	4' DIAMETER PRECAST CONCRETE WASTEWATER MANHOLE, (ALL DEPTHS) INCLUDING COATING, AND RING AND LID COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	6	\$ 6,293.75	\$ 37,762.50
6	5' DIAMETER PRECAST CONCRETE WASTEWATER MANHOLE, (ALL DEPTHS) INCLUDING COATING, AND RING AND LID COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	6	\$ 9,901.01	\$ 59,406.06
7	5' DIAMETER CONCRETE WASTEWATER DROP MANHOLE, INCLUDING COATING, AND RING AND LID COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	2	\$ 18,123.41	\$ 36,246.82
8	CONNECT TO EXISTING STUB	EA	2	\$ 2,728.91	\$ 5,457.82
9	TRENCH SAFETY ALL DEPTHS, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	2,687	\$ 1.08	\$ 2,901.96
10	TESTING	LF	2,687	\$ 1.97	\$ 5,293.39
	SUBTOTAL WASTEWATER				\$ 440,532.83

	STREETLIGHTS				
1	STREET LIGHTS INCLUDING CONDUIT, METER AND ALL APPURTENANCES, PER EACH, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LS	1	\$ 182,860.58	\$ 182,860.58
	SUBTOTAL STREETLIGHTS				\$ 182,860.58

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

STATE OF TEXAS
COUNTY OF WILLIAMSON

Date: March 27, 2023

Developer: M/I Homes of Austin, LLC.

Contractor/Material
Provider ("Affiant"): Liberty Civil Construction, LLC.

Project: **Edgewood Phase 1, Section 2 Public Improvements Construction
Plans (21-PICP-035)**

This is to acknowledge and certify that Affiant has completed the construction of all improvements for the project noted above and that Affiant has been paid in full for all labor and material provided to the above-noted construction project, except for retainage, and acknowledges and certifies that Affiant, and all of his or its agents, employees, successors, assigns, subsidiaries, and legal representatives will and do release and waive all Mechanic's liens, or similar lien rights, which have or might arise as a result of the Affiant's or Affiant's agents' or employees' providing labor and materials to the above-noted project. Affiant understands that a portion or all of the property upon which the project is located has been or will be accepted by the City of Leander, Texas, for ownership, maintenance, and operation. Affiant further agrees that it shall look solely to the Developer for payment of the retainage and shall have no cause of action whatsoever, against the City in the event that the retainage is not paid to the Affiant, and that Affiant shall not file a lien of any kind which has or may arise related to the release of the retainage for the project. Affiant acknowledges and understands that the City is relying on the representations made in this document to accept the phase or portion of the subdivision in which the project is located.

In addition to the foregoing, Affiant acknowledges and certifies that Affiant has paid all laborers, subcontractors, materialmen, and all other persons or parties who have provided labor or materials through, for, or on behalf of the Affiant to the above-noted construction project.

Affiant indemnifies and holds Owner harmless from any liens, debts or obligations which arise as a result of labor or materials provided by or through Affiant to the project through the date set out above. Affiant further indemnifies and holds harmless all real property on which the improvements were constructed and all interests in such property, including leasehold interests, from any liens, debts, or obligations arising from any labor or materials provided by or through Affiant to the project through the date set out above.

Initialed: 

PAGE 1 of 2

SUBSCRIBED AND SWORN TO BY Affiant on this 27th day of March, 2024.

AFFIANT:

Signature: _____

Typed Name: Michael Ehrhardt

Title: President

STATE OF TEXAS ,

COUNTY OF WILLIAMSON ,

BEFORE ME the undersigned authority on this day personally appeared, Michael Ehrhardt, known to me to be the person noted above, and acknowledged to me the following: that he/she executed the foregoing for the purpose and consideration therein expressed, in the capacity therein stated, and as the duly authorized act and deed of the party releasing and waiving the lien therein; and that every statement therein is within his/her knowledge and is true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 27th day of March, 2024.

[S E A L]



Notary in and for the State of Texas

Name: Stacy Small

My commission expires: 03/04/2028

Initialed: _____

PAGE 2 of 2



EXECUTIVE SUMMARY
5/2/2024

AGENDA SUBJECT:

Acceptance of public improvements for RM 2243 Turn Lanes (Horizon Lake).

BACKGROUND:

The Public infrastructure improvements required for RM 2243 Turn Lanes (Horizon Lake) have been installed, inspected, and are satisfactorily completed. All documentation required for acceptance of this project have been received, including record drawings, statement of substantial completion prepared by a professional engineer licensed in the State of Texas, copies of all inspection reports and certified test results, electronic files of the improvements and final plat, affidavit of all bills paid, and a two (2)-year term maintenance bond.

The maintenance bond will commence its two (2)-year term upon City Council acceptance, as anticipated, on May 2, 2024, which will provide warranty and maintenance coverage for the public infrastructure improvements through May 2, 2026. The Engineering Department will perform a formal inspection of the improvements approximately thirty (30) days prior to the expiration of the maintenance bond to assure that any defects in materials, workmanship, or maintenance are corrected prior to expiration of the bond.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommend the City Council's formal acceptance of RM 2243 Turn Lanes (Horizon Lake) public infrastructure improvements.

PRESENTER:

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

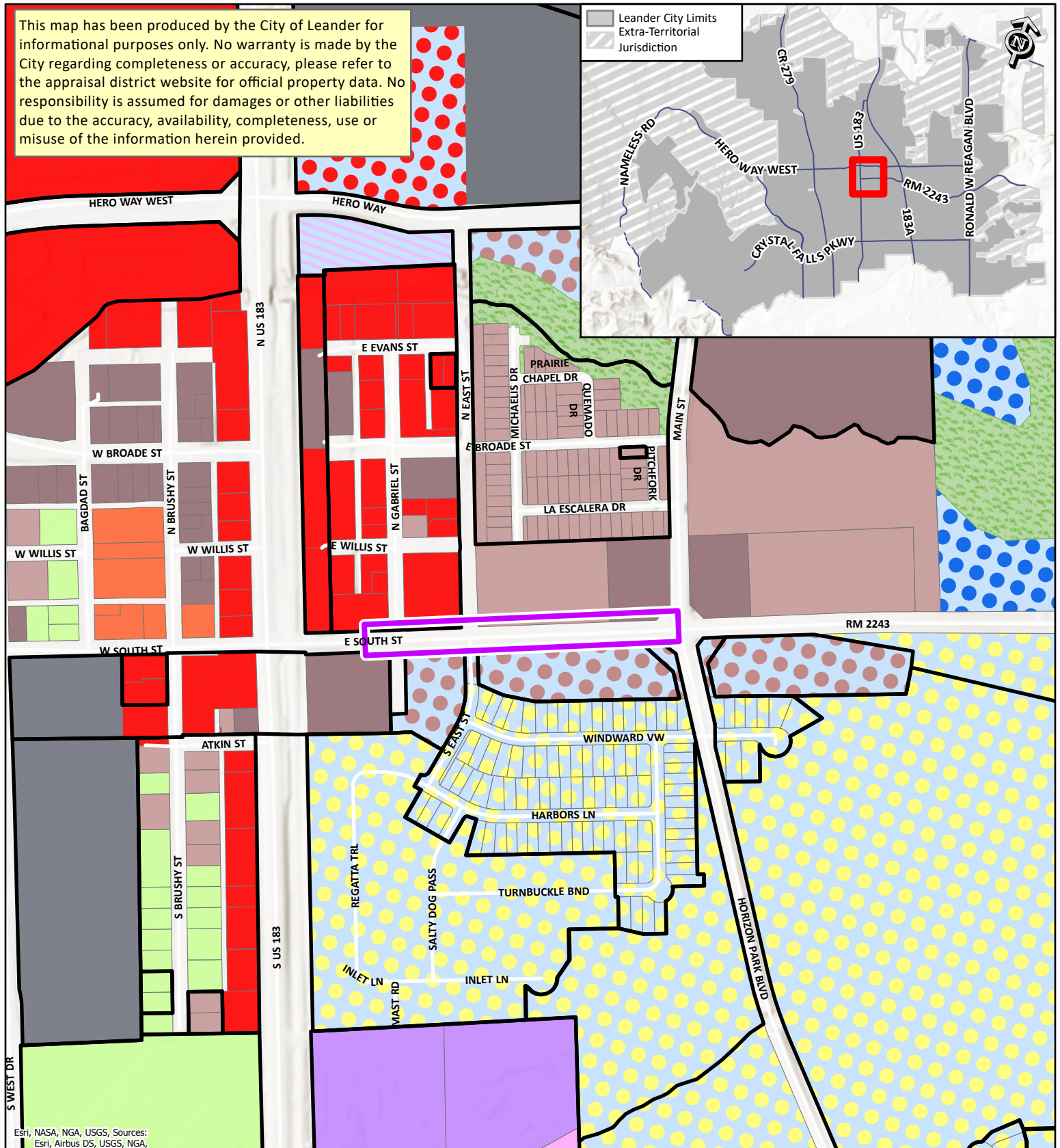
Fiscal Impact

Attachments:

1. Acceptance Documents - RM 2243 Turn Lanes (Horizon Lake)

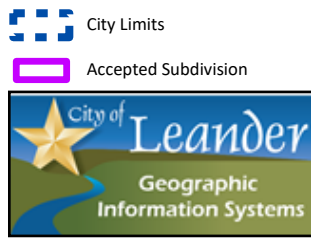
This map has been produced by the City of Leander for informational purposes only. No warranty is made by the City regarding completeness or accuracy, please refer to the appraisal district website for official property data. No responsibility is assumed for damages or other liabilities due to the accuracy, availability, completeness, use or misuse of the information herein provided.

Leander City Limits
Extra-Territorial
Jurisdiction

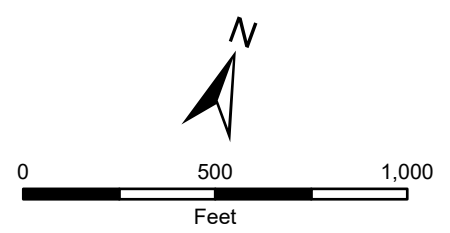


SUBDIVISION ACCEPTANCE

RM 2243 Turn Lanes- 20-PICP-028



- | | | |
|--|--|---|
| <p> City Limits</p> <p> Accepted Subdivision</p> | <p>RESIDENTIAL</p> <p> SFU - Single-Family Urban</p> <p>RETAIL / COMMERCIAL</p> <p> GC - General Commercial</p> <p> HC - Heavy Commercial</p> <p>INDUSTRIAL</p> <p> HI - Heavy Industrial</p> <p>PUD LAND USE</p> <p> PUD - Single-Family</p> <p> PUD - Mixed Use</p> <p> PUD - Local Commercial</p> | <p> PUD - General Commercial</p> <p>SECTORS</p> <p> OS - Open Space</p> <p> S2 - Station Sector</p> <p>TRANSECTS</p> <p> Civic Building</p> <p> T4 - Genral Urban</p> <p> T5 - Urban Center</p> <p> T6 - Urban Core</p> <p> SD - Special District</p> |
|--|--|---|



Engineer's Concurrence for Project Acceptance

Project: RM 2243 Turn Lanes

Date: 02/26/2024

City of Leander Issued Permit Number: 20-PICP-028

Owner's Name & Address

Pule Group Inc

9401 Amberglenn Blvd., Bldg. I, Suite 150

Austin, TX 78729

Consultant Engineer's Name & Address

Pape-Dawson Consulting Engineers, LLC

10801 N Mopac Expy., Bld. 3, Ste. 200

Austin, TX 78759

On this date, I, the undersigned Professional Engineer in the State of Texas, or my representative, have made a visual inspection of the above referenced project. No discrepancies from the approved construction plans or deficiencies in construction were visible or brought to my attention. I, therefore, certify that all improvements are in substantial compliance with the approved construction plans and all City, State, and Federal requirements, including the City of Leander Subdivision Ordinance and Composite Zoning Ordinance.

If applicable, for closeout of public improvement construction project (PICP) permits, I additionally certify that all project closeout procedures with other governmental entities have been completed and finalized with each entity prior to submittal of my concurrence letter to the City of Leander.



(SEAL)


Signature

Michael Fisher, P.E.

Typed Name

Pape-Dawson Consulting Engineers, LLC

Engineering Firm Name

470

Registered Engineering Firm Number

March 8, 2024

Stephen Ashlock
Pulte

Re: RM 2243 Turn Lanes

INSPECTION COMPLETED – NO VIOLATIONS

Dear Stephen:

This report presents the findings of the on-site inspection for the RM 2243 Turn Lanes Project in Leander, Texas for compliance with the Texas Accessibility Standards (TAS) Rule 68.102 and the Public Right-of-Way Guidelines (PROWAG). This report is limited to inspecting the elements for compliance with the applicable technical standards and not scoping. An inspection of the site was conducted on February 29, 2024 which included the review of the following scope:

- Inspection of pedestrian elements

All the pedestrian elements were found to be in compliance with the Texas Accessibility Standards Rule 68.102 and the Public Right-of-Way Guidelines (PROWAG). The scope of work is limited to the inspection of the elements and excludes project registration with TDLR and a formal plan review of the design documents.

Feel free to contact Altura Solutions at (512) 410-7059 or at clint@alturalp.com with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Clint Ryan".

Clint Ryan
RAS #1333

Exterior: General

Finding: 1

No Apparent Violations

Citation:

2023 PROWAG Section: Advisory

**IMPORTANT NOTICE
STATE OF TEXAS
COMPLAINT PROCEDURES**

1. IMPORTANT NOTICE

To obtain information or make a complaint:

2. You may contact your agent.

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

1-800-243-0210

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

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

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

1-800-252-3439

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

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

7. PREMIUM OR CLAIM DISPUTES:

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

8. ATTACH THIS NOTICE TO YOUR POLICY:

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

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

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

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

1-800-243-0210

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

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

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

1-800-252-3439

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

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

DISPUTAS SOBRE PRIMAS O RECLAMOS:

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

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

MAINTENANCE BOND
Subdivision Improvements

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that JL Gray Construction, Inc.
as Principal, whose address is 410 Fannin Avenue Round Rock, TX 78664 and
Westfield Insurance Company a Corporation organized under the
laws of the State of Ohio, and duly authorized to do business in the State of Texas, as
Surety, are held and firmly bound unto the City of Leander, Texas as Obligee, in the penal sum
of Forty Two Thousand One Hundred Thirty Nine and 46/100 Dollars
(\$ 61,173.50) to which payment will and truly to be made we do bind ourselves, our
and each of our heirs, executors, administrators, successors and assigns jointly and severally,
firmly by these presents.

WHEREAS, the said Principal has constructed RM 2243 Turn Lanes Public Improvement Construction
Plans (20- PICP-028) (the Street, Erosion and Sedimentation Control, & Drainage Improvements
“improvements”) pursuant to the ordinances of the Obligee, which ordinances are hereby
expressly made a part hereof as though the same were written and embodied herein;

WHEREAS, said Obligee requires that the Principal furnish a bond conditioned to
guarantee for the period of two (2) years after acceptance by the Obligee, against all defects in
workmanship and materials which may become apparent during said period;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that, if the
Principal keeps and perform the requirement of the Obligee’s ordinances and this Maintenance
Bond to maintain the improvements and keep the same in good repair and shall indemnify the
Obligee for all loss that the Obligee may sustain by reason of any defective materials or
workmanship which become apparent during the period of two (2) years from and after the date
of acceptance by the Owner, then this obligation shall be void, otherwise to remain in full force
and effect, and Owner shall have and cover from said Principal and Surety damages in the
premises, as provided, and it is further agreed that this obligation shall be a continuing one
against the Principal and Surety hereon, and that successive recoveries may be had thereon for
successive breaches until the full amount shall have been exhausted; and it is further understood
that the obligation herein to maintain said improvements shall continue throughout the
maintenance period, and the same shall not be diminished in any manner from any cause during
said time.

Principal agrees to repair or reconstruct the improvements in whole or in part at any time
within the two year period to such extent as the Obligee deems necessary to properly correct all
defects except for normal wear and tear. If the Principal fails to make the necessary corrections
within ten days after being notified, the Obligee may do so or have done all said corrective work
and shall have recovery hereon for all expenses thereby incurred. Principal will maintain and
keep in good repair the improvements for a period of two years from the date of acceptance; it
being understood that the purpose of this Maintenance Bond is to cover all defective conditions
arising by reason of defective material, work, or labor performed by said Principal or its

subcontractors, and in the case the said Principal shall fail to do so within ten days after being notified, it is agreed that the Obligee may do said work and supply such materials, and charge the same against Principal and Surety on this obligation.

The Surety shall notify the Obligee at least fifteen (15) days prior to the end of the first full calendar year and prior to the lapse of this Maintenance Bond at the end of the second full calendar year.

Surety and Principal agree that whenever a defect or failure of the improvement occurs within the period of coverage under this Bond, the Surety and Principal shall provide a new maintenance bond or other surety instrument in a form acceptable to the Obligee and compliant with the Obligee's ordinances conditioned to guarantee for the period of one (1) year after the Obligee's acceptance of the corrected defect or failure, against all defects in workmanship and materials associated with the corrected defect or failure which may become apparent during said period, which shall be in addition to this Maintenance Bond.

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

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

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the improvements, or the work to be performed thereon, or the plans, specifications or drawings accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the improvements, or the work to be performed thereon.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 17th day of November, 2023.

JL Gray Construction, Inc.
Principal

By: 

Title: PRESIDENT

Address: 410 Fannin Avenue

Round Rock, TX 78664

Westfield Insurance Company
Surety

By: 
Jack Nottingham

Title: Attorney-in-Fact

Address: 2255 Ridge Road Suite 333

Rockwall, TX 75087

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

Jack Nottingham

2255 Ridge Road Suite 333 Rockwall, TX 75087

(Seal)

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 05/25/22, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 4220012 14

General
Power
of Attorney

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

CERTIFIED COPY

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

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

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

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

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

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

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

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

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

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

State of Ohio
County of Medina ss.:

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

Notarial
Seal
Affixed



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

State of Ohio
County of Medina ss.:

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

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this **17th** day of **November** A.D., **2023**.



Frank A. Carrino, Secretary

BPOAC2 (combined) (03-22)

April 16, 2024

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

RE: Horizon Lake RM 2243 Turn Lanes
App. No.: 20-PICP-028
Final Cost Certification

Dear Mr. Dhakal:

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

Name on Approved Construction Documents: RM 2243 Turn Lanes

Name on Bank Bond for Fiscal Posting: RM 2243 Turn Lanes Public Improvement Construction Plans (20-PICP-028).

CONSTRUCTION COST SUMMARY FOR MAINTENANCE BOND

Street Improvements:	\$	360,737.50
Erosion and Sedimentation Control Improvements:	\$	14,357.50
Drainage Improvements:	\$	236,640.00
TOTAL	\$	611,735.00

MAINTENANCE BOND

Total Improvements:	\$	611,735.00
Maintenance Bond (10%)	\$	61,173.50

CONSTRUCTION COST SUMMARY FOR INSPECTION FEE

Street Improvements:	\$	370,230.00
Erosion and Sedimentation Control Improvements:	\$	14,357.50
Drainage Improvements:	\$	245,235.00
TOTAL	\$	629,822.50

INSPECTION FEES

Total Cost of RM 2243 Turn Lanes Improvements	\$	629,822.50
3.5% Inspection Fees Owed to City for RM 2243 Turn Lanes	\$	22,043.79
Inspection Fees Paid at Submittal for RM 2243 Turn Lanes	\$	17,082.91
Inspection Fees Owed to City with RM 2243 Turn Lanes Closeout	\$	4,960.88

Horizon Lake RM 2243 Turn Lanes - Development Cost Letter
App. No. 20-PICP-028
April 16, 2024
Page 2 of 2

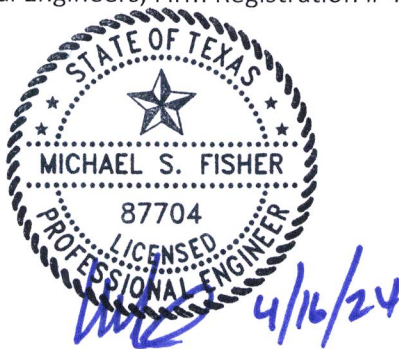
ENGINEER'S CONTACT INFORMATION

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

Please call if you have any questions.

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


Michael Fisher, P.E.
Senior Vice President



H:\Projects\511\60\04\301 Construction Documents\Documents\Plan Processing\City\Closeout\Maintenance Bond\240416 Horizon Lake RM
2243 Turn Lanes - Development Cost Letter.docx

FINAL COSTS & QUANTITIES

Project: Horizon Lake RM 2243 Turn Lanes (20-PICP-028)
 Project No: 51160-04
 Prepared By: Pape-Dawson Engineers, Inc.
 Firm No: 470

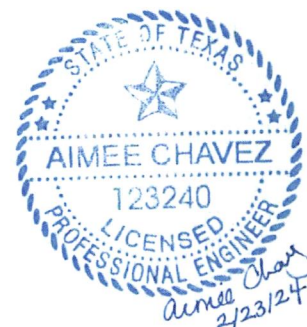
Client: Taylor Morrison
 Date: February 22, 2024

Horizon Lake RM 2243 Turn Lanes (20-PICP-028) TURN LANE IMPROVEMENTS

Item No.	Description	Overall Quantity	Unit	Unit Cost	Overall Item Total	QTY TO DATE	Cost to Date	Cost Remaining	Overall % Complete
	Street Improvements								
1	Remove 5' Sidewalk*	1		\$	6,162.50	1	\$ 6,162.50	\$ -	100%
2	Remove Existing 24" Ribbon Curb*	1		\$	330.00	1	\$ 330.00	\$ -	100%
3	Remove and Relocate Existing Signage*	1		\$	3,000.00	1	\$ 3,000.00	\$ -	100%
4	Excavation	1		\$	15,288.00	1	\$ 15,288.00	\$ -	100%
5	Embankment	1		\$	428.00	1	\$ 428.00	\$ -	100%
6	Subgrade Prep	1		\$	21,978.00	1	\$ 21,978.00	\$ -	100%
7	2" D-GR HMA TY-D	1		\$	60,466.50	1	\$ 60,466.50	\$ -	100%
8	Tack Coat	1		\$	2,770.00	1	\$ 2,770.00	\$ -	100%
9	24" Ribbon Curb	1		\$	720.00	1	\$ 720.00	\$ -	100%
10	5' Sidewalk	1		\$	17,632.00	1	\$ 17,632.00	\$ -	100%
11	Traffic Control	1		\$	9,500.00	1	\$ 9,500.00	\$ -	100%
12	Signage	1		\$	1,950.00	1	\$ 1,950.00	\$ -	100%
13	Mill & Overlay	1		\$	15,676.50	1	\$ 15,676.50	\$ -	100%
14	Pavement Striping (incl. areas to be milled)	1		\$	27,715.00	1	\$ 27,715.00	\$ -	100%
15	Sawcut and Tie into Existing Street	1		\$	4,665.50	1	\$ 4,665.50	\$ -	100%
16	12" Flexbase TY-A	1		\$	41,958.00	1	\$ 41,958.00	\$ -	100%
17	3" D-GR HMA TY-B	1		\$	57,942.00	1	\$ 57,942.00	\$ -	100%
18	1.5" D-GR HMA TY-D	1		\$	29,970.00	1	\$ 29,970.00	\$ -	100%
19	1" TOM-C	1		\$	44,955.00	1	\$ 44,955.00	\$ -	100%
20	Prime Coat	1		\$	1,998.00	1	\$ 1,998.00	\$ -	100%
21	Sidewalk Flume	1		\$	5,125.00	1	\$ 5,125.00	\$ -	100%
	STREET SUBTOTAL				\$ 370,230.00		\$ 370,230.00		100%
	ESC Improvements								
1	Silt Fence	1		\$	5,747.50	1	\$ 5,747.50	\$ -	100%
2	Revegetation (ROW)	1		\$	7,930.00	1	\$ 7,930.00	\$ -	100%
3	Grate Inlet Protection	1		\$	320.00	1	\$ 320.00	\$ -	100%
4	Mulch Log	1		\$	360.00	1	\$ 360.00	\$ -	100%
	ESC SUBTOTAL				\$ 14,357.50		\$ 14,357.50	\$ -	100%

Item No.	Description	Overall Quantity	Unit	Unit Cost	Overall Item Total	QTY TO DATE	Cost to Date	Cost Remaining	Overall % Complete
	Drainage Improvements								
1	Remove Existing Headwall*	1		\$	3,800.00	1	\$ 3,800.00	\$ -	100%
2	Remove 24" CMP*	1		\$	4,795.00	1	\$ 4,795.00	\$ -	100%
3	Trench Safety	1		\$	1,890.00	1	\$ 1,890.00	\$ -	100%
4	Type 1 TXDOT Drop Inlet	1		\$	26,800.00	1	\$ 26,800.00	\$ -	100%
5	18" RCP	1		\$	7,020.00	1	\$ 7,020.00	\$ -	100%
6	24" RCP	1		\$	15,300.00	1	\$ 15,300.00	\$ -	100%
7	30" RCP	1		\$	71,680.00	1	\$ 71,680.00	\$ -	100%
8	30" RCP - Arch Pipe	1		\$	49,700.00	1	\$ 49,700.00	\$ -	100%
9	30" SET	1		\$	11,000.00	1	\$ 11,000.00	\$ -	100%
10	4" Junction Box	1		\$	3,550.00	1	\$ 3,550.00	\$ -	100%
11	5" Junction Box	1		\$	4,575.00	1	\$ 4,575.00	\$ -	100%
12	Full Depth Pavement Repair	1		\$	27,125.00	1	\$ 27,125.00	\$ -	100%
13	18" Split Steel Encasement on Existing WW Line	1		\$	18,000.00	1	\$ 18,000.00	\$ -	100%
	DRAINAGE SUBTOTAL				\$ 245,235.00		\$ 245,235.00	\$ -	100%
	TOTAL FOR HORIZON LAKE RM 2243 TURN LANES				\$ 629,822.50		\$ 629,822.50	\$ -	100%

*Line Item not included in the determination of Maintenance Bond amount.



APPLICATION FOR PAYMENT

PAGE ONE OF TWO PAGES

"EXHIBIT D"

TO OWNER:

Pulte Homes of Texas, LP - 1024
9401 Amberglen Blvd, Bldg I, Ste 150
Austin, TX 78729

PROJECT: Horizon Lake
Turn Lane

APPLICATION NO: 2324-5

Distribution to:

☒ OWNER
☐ ARCHITECT
☐ GENERAL CONTRACTOR
☐ SUBCONTRACTOR
☐ ENGINEER

FROM CONTRACTOR:

JL Gray Construction, Inc
P.O. Box 508
Georgetown, TX 78627

CONTRACT FOR: Land Development

PERIOD TO: 8/25/2023

PROJECT #: 2324
CONTRACT #:
CONTRACT DATE: 06.05.22

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM	\$	629,822.50
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	629,822.50
4. TOTAL COMPLETED & STORED TO DATE (Column G)	\$	629,822.50
5. RETAINAGE:		
a. 10% of Completed Work (Column D + E)	\$	62,982.25
b. % of Stored Material (Column F)	\$	n/a
Total Retainage (Lines 5a + 5b or Total in Column I)		
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	566,840.25
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	542,454.46
8. CURRENT PAYMENT DUE	\$	24,385.79
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less 6)	\$	62,982.25

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Change Orders approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS (additions or deductions)	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that the current payment shown herein is now due.

Contractor:

By: Seth Jewell

Signature

Date

State of: Texas

County of: Williamson

Subscribed and sworn to before me this 25 day of August 20 23

Notary Public:



In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the amount requested.

Engineer:

By:

Signature

Date

Owner:

By:

Signature

Date

CONTINUATION SHEET					PAGE 2 OF 2 PAGES		"EXHIBIT D"		
			NOTE: INSPECTION FEES BASED OFF TOTAL CONTRACT COST			APPLICATION NO:		2324-5	
						APPLICATION DATE:			
In tabulations below, amounts are stated to the nearest dollar.						PERIOD TO:		8/25/2023	
Use Column I on Contracts where variable retainage for line items may apply.						CONTRACTOR'S PROJECT NO:			
	B	C	D	E	F	G		H	I
REFERENCE	DESCRIPTION OF WORK	SCHEDULED	WORK COMPLETED		MATERIALS	TOTAL	%	BALANCE	RETAINAGE
CODE		VALUE	FROM PREVIOUS	THIS PERIOD	PRESENTLY	COMPLETED	(G ÷ C)	TO FINISH	(IF VARIABLE
			APPLICATION		STORED	AND STORED		(C - G)	RATE)
			(D + E)		(NOT IN	TO DATE			
					D OR E)	(D+E+F)			
	Turn Lane								
10494	Remove 5' Sidewalk	6,162.50	6,162.50			6,162.50	100%	0.00	616.25
	Remove Existing 24" Ribbon Curb	330.00	330.00			330.00	100%	0.00	33.00
	Remove and Relocate Existing Signage	3,000.00	3,000.00			3,000.00	100%	0.00	300.00
	Remove Existing Headwall	3,800.00	3,800.00			3,800.00	100%	0.00	380.00
	Remove 24" Curb	4,795.00	4,795.00			4,795.00	100%	0.00	479.50
	Total	\$18,087.50	\$18,087.50	\$0.00	\$0.00	\$18,087.50	100%	\$0.00	\$1,808.75
10494	Street Improvements								
	Excavation	15,288.00	15,288.00			15,288.00	100%	0.00	1,528.80
	Embankment	428.00	428.00			428.00	100%	0.00	42.80
	Subgrade Prep	21,978.00	21,978.00			21,978.00	100%	0.00	2,197.80
	2" D-GR HMA TY-D	60,466.50	60,466.50			60,466.50	100%	0.00	6,046.65
	Tack Coat	2,770.00	2,770.00			2,770.00	100%	0.00	277.00
	24" Ribbon Curb	720.00	720.00			720.00	100%	0.00	72.00
	5' Sidewalk	17,632.00	15,868.80	1,763.20		17,632.00	100%	0.00	1,763.20
	Traffic Control	9,500.00	8,075.00	1,425.00		9,500.00	100%	0.00	950.00
	Signage	1,950.00		1,950.00		1,950.00	100%	0.00	195.00
	Mill & Overlay	15,676.50	15,676.50			15,676.50	100%	0.00	1,567.65
	Pavement Striping (incl. areas to be milled)	27,715.00	27,715.00			27,715.00	100%	0.00	2,771.50
	Sawcut and Tie into Existing Street	4,665.50	4,665.50			4,665.50	100%	0.00	466.55
	12" Flexbase TY-A	41,958.00	41,958.00			41,958.00	100%	0.00	4,195.80
	3" D-GR HMA TY-B	57,942.00	57,942.00			57,942.00	100%	0.00	5,794.20
	1.5" D-GR HMA TY-D	29,970.00	29,970.00			29,970.00	100%	0.00	2,997.00
	1" TOM-C	44,955.00	44,955.00			44,955.00	100%	0.00	4,495.50
	Prime Coat	1,998.00	1,998.00			1,998.00	100%	0.00	199.80
	Sidewalk Flum	5,125.00		5,125.00		5,125.00	100%	0.00	512.50
	Total	\$360,737.50	\$350,474.30	\$10,263.20	\$0.00	\$360,737.50	100%	\$0.00	\$36,073.75
10494	Erosion & Sedimentation Control								
	Silt Fence	5,747.50	4,885.38	862.12		5,747.50	100%	0.00	574.75
	Revegetation (ROW)	7,930.00	7,930.00			7,930.00	100%	0.00	793.00
	Grate Inlet Protection	320.00	320.00			320.00	100%	0.00	32.00
	Mulch Log	360.00	360.00			360.00	100%	0.00	36.00
	Total	\$14,357.50	\$13,495.38	\$862.12	\$0.00	\$14,357.50	100%	\$0.00	\$1,435.75
10494	Drainage Improvements								
	24" HDPE	0.00				0.00	#DIV/0!	0.00	0.00
	30" HDPE	0.00				0.00	#DIV/0!	0.00	0.00
	Trench Safety	1,890.00	1,890.00			1,890.00	100%	0.00	189.00

Type 1 TXDOT Drop Inlet	26,800.00	26,800.00			26,800.00	100%	0.00	2,680.00
18" RCP	7,020.00	7,020.00			7,020.00	100%	0.00	702.00
24" RCP	15,300.00	15,300.00			15,300.00	100%	0.00	1,530.00
30" RCP	71,680.00	71,680.00			71,680.00	100%	0.00	7,168.00
30" RCP - Arch Pipe	49,700.00	44,730.00	4,970.00		49,700.00	100%	0.00	4,970.00
30" SET	11,000.00		11,000.00		11,000.00	100%	0.00	1,100.00
4' Junction Box	3,550.00	3,550.00			3,550.00	100%	0.00	355.00
5' Junction Box	4,575.00	4,575.00			4,575.00	100%	0.00	457.50
Full Depth Pavement Repair	27,125.00	27,125.00			27,125.00	100%	0.00	2,712.50
18" Split Steel Encasement on Existing WW Line	18,000.00	18,000.00			18,000.00	100%	0.00	1,800.00
Total	\$236,640.00	\$220,670.00	\$15,970.00	\$0.00	\$236,640.00	100%	\$0.00	\$23,664.00
Contract Total	\$629,822.50	\$602,727.18	\$27,095.32	\$0.00	629,822.50	100%	\$0.00	\$62,982.25
Change Order 1								
					0.00	#DIV/0!	0.00	0.00
					0.00	#DIV/0!	0.00	0.00
					0.00	#DIV/0!	0.00	0.00
					0.00	#DIV/0!	0.00	0.00
					0.00	#DIV/0!	0.00	0.00
					0.00	#DIV/0!	0.00	0.00
Subtotal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
Change Order 2								
					0.00	#DIV/0!	0.00	0.00
					0.00	#DIV/0!	0.00	0.00
					0.00	#DIV/0!	0.00	0.00
					0.00	#DIV/0!	0.00	0.00
					0.00	#DIV/0!	0.00	0.00
					0.00	#DIV/0!	0.00	0.00
Subtotal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
Change Order 3								
					0.00	#DIV/0!	0.00	0.00
					0.00	#DIV/0!	0.00	0.00
					0.00	#DIV/0!	0.00	0.00
					0.00	#DIV/0!	0.00	0.00
					0.00	#DIV/0!	0.00	0.00
					0.00	#DIV/0!	0.00	0.00
Subtotal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
Change Order Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
Grand Total	\$629,822.50	\$602,727.18	\$27,095.32	\$0.00	\$629,822.50	100%	\$0.00	\$62,982.25

TRANSMITTAL FORM

ATTENTION: Ashish Pant, P.E.
DEPARTMENT: Engineering

DATE: 4/18/2024

PROJECT NAME: RM 2243 Turn Lanes
Agent Name: Michael Fisher, P.E.
Agent Phone No: 512-454-8711
Agent Email: mfisher@pape-dawson.com
Delivered By: Jake Styslinger, P.E.
Received By: _____

PERMIT NO: 20-PICP-028

(Received Stamp)

★ Received ★

APR 18 2024

12:31

REVIEW PROCEDURE TYPE: ☒ Alternative ☐ Standard

The following items are only accepted Tuesdays during business hours on days marked in the approved schedule. All other applications shall be submitted through the Development Hub: www.leandertx.gov/hubgo

Examples include TIAs, Legal Lot Determinations, Continuation of Land Use Requests, and Setback Encroachments. Paper copies of final plans for signatures or submittals may be delivered at any time.

Please check which request is being submitted below:

☐ Resubmittal	☐ Revision Submittal	☒ Close-Out Documents (PICP)	☐ Close-Out Documents (SD)
1. Required Items Per Comment Letter 2. Comment Response Letter 3. Digital Copy of Submittal	1. Application 2. Required Materials – Plans & Letter of Explanation 3. Digital Copy of Submittal	1. 2 sets of Record Drawings 2. Other items are to be uploaded to the Development Hub: a. Engineer & Landscape Concurrence Letter b. Settle-Up Check c. Maintenance Bond d. Affidavit of all Bills Paid e. RAS Letter f. Final Cost Sheet	1. 1 set of Record Drawings 2. Other items are to be uploaded to the Development Hub: a. Engineer & Landscape Concurrence Letter b. Soil Certificates c. RAS Letter

The following items may be submitted on any day. Please check which request is being submitted below:

☐ Final Items for Signatures	☐ Pre-Con Request	☐ Final Plat Final Submittal
1. One Final Submittal (Plan Set, Easement, License Agreement, etc.) signed by: Owner, engineer, surveyor, landscape architect, etc.	1. Pre-Con Request Form 2. Plan Sets 3. SWPPP 4. Easements	1. Signed Mylar with original signatures in black ink 2. Any Required Fees
☐ Final Mylar for Addressing	☐ Payment	
1. Recorded Mylar 2. Digital Copy of Recorded Mylar	1. Invoice 2. Check	

Project : RM 2243 Turn Lanes – Public Improvement Construction Plans (20-PICP-028)

This is to acknowledge and certify that Affiant has completed the construction of all improvements for the project noted above and that Affiant has been paid in full for all labor and material provided to the above-noted construction project, except for retainage, and acknowledges and certifies that Affiant, and all of his or its agents, employees, successors, assigns, subsidiaries, and legal representatives will and do release and waive all Mechanic's liens, or similar lien rights, which have or might arise as a result of the Affiant's or Affiant's agents' or employees' providing labor and materials to the above-noted project. Affiant understands that a portion or all of the property upon which the project is located has been or will be accepted by the City of Leander, Texas, for ownership, maintenance, and operation. Affiant further agrees that it shall look solely to the Developer for payment of the retainage and shall have no cause of action whatsoever, against the City in the event that the retainage is not paid to the Affiant, and that Affiant shall not file a lien of any kind which has or may arise related to the release of the retainage for the project. Affiant acknowledges and understands that the City is relying on the representations made in this document to accept the phase or portion of the subdivision in which the project is located.

In addition to the foregoing, Affiant acknowledges and certifies that Affiant has paid all laborers, subcontractors, materialmen, and all other persons or parties who have provided labor or materials through, for, or on behalf of the Affiant to the above-noted construction project.

Affiant indemnifies and holds Owner harmless from any liens, debts or obligations which arise as a result of labor or materials provided by or through Affiant to the project through the date set out above. Affiant further indemnifies and holds harmless all real property on which the improvements were constructed and all interests in such property, including leasehold interests, from any liens, debts, or obligations arising from any labor or materials provided by or through Affiant to the project through the date set out above.

SUBSCRIBED AND SWORN TO BY Affiant on this 15th day of November, 2023.

Initialed:

AFFIANT:

Signature: 

Typed Name: Cole Kenyon

Title: Project Manager

STATE OF TEXAS

COUNTY OF Williamson

BEFORE ME the undersigned authority on this day personally appeared Cole Kenyon, known to me to be the person noted above, and acknowledged to me the following: that he/she executed the foregoing for the purpose and consideration therein expressed, in the capacity therein stated, and as the duly authorized act and deed of the party releasing and waiving the lien therein; and that every statement therein is within his/her knowledge and is true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 15th day of Nov 2023

[SEAL]




Notary in and for the State of Texas

Name: Teresa Bortle

03-17-2024
My commission expires:

Initialed: CK



EXECUTIVE SUMMARY
5/2/2024

AGENDA SUBJECT:

Acceptance of public improvements for Garlock Subdivision.

BACKGROUND:

The Public infrastructure improvements required for Garlock Subdivision have been installed, inspected, and are satisfactorily completed. All documentation required for acceptance of this project have been received, including record drawings, statement of substantial completion prepared by a professional engineer licensed in the State of Texas, copies of all inspection reports and certified test results, electronic files of the improvements and final plat, affidavit of all bills paid, and a two (2)-year term maintenance bond.

The maintenance bond will commence its two (2)-year term upon City Council acceptance, as anticipated, on May 2, 2024, which will provide warranty and maintenance coverage for the public infrastructure improvements through May 2, 2026. The Engineering Department will perform a formal inspection of the improvements approximately thirty (30) days prior to the expiration of the maintenance bond to assure that any defects in materials, workmanship, or maintenance are corrected prior to expiration of the bond.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommend the City Council's formal acceptance of Garlock Subdivision public infrastructure improvements.

PRESENTER:

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

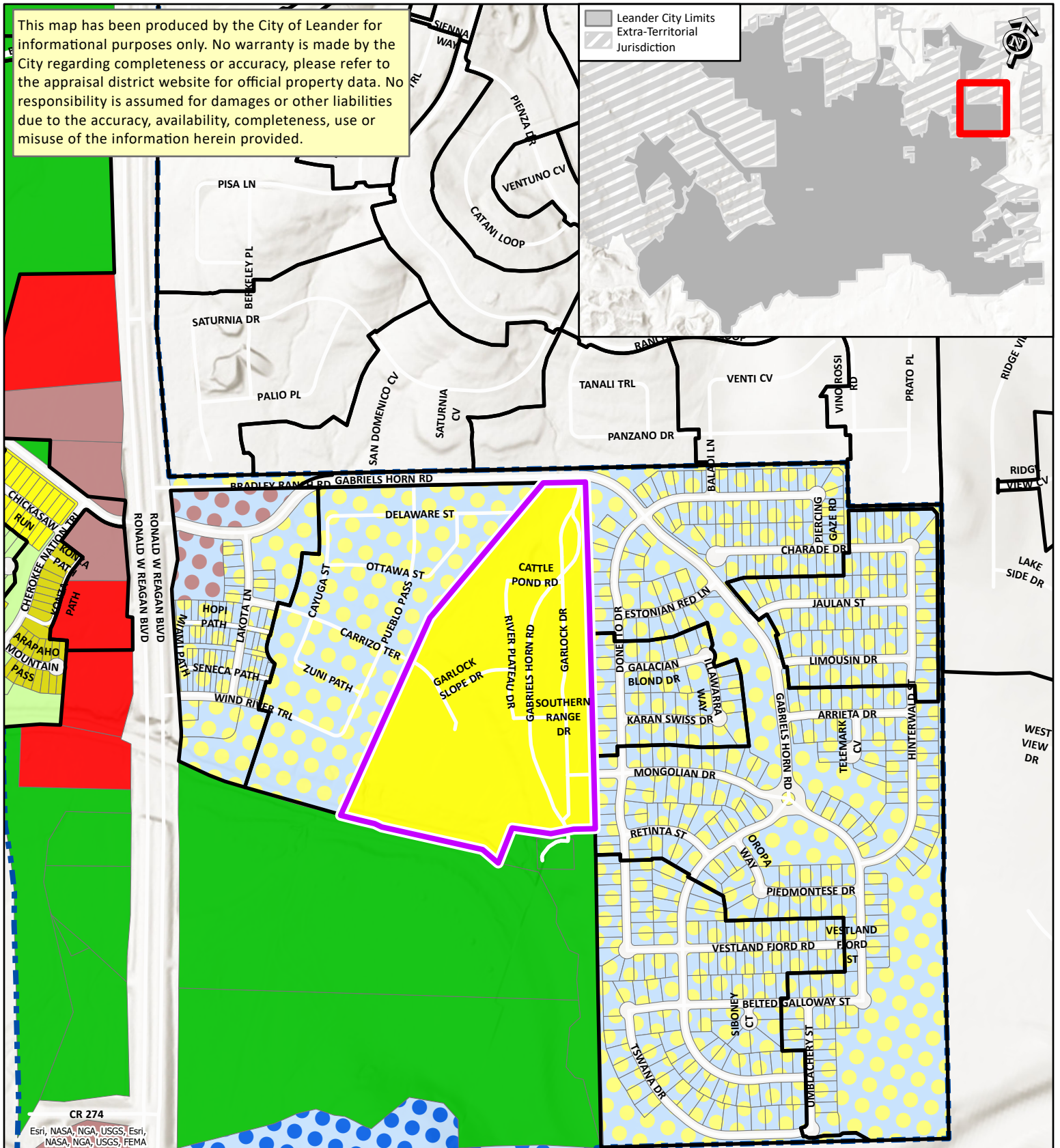
Fiscal Impact

Attachments:

1. Acceptance Documents Garlock

This map has been produced by the City of Leander for informational purposes only. No warranty is made by the City regarding completeness or accuracy, please refer to the appraisal district website for official property data. No responsibility is assumed for damages or other liabilities due to the accuracy, availability, completeness, use or misuse of the information herein provided.

Leander City Limits
Extra-Territorial
Jurisdiction

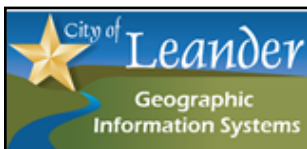


SUBDIVISION ACCEPTANCE

Garlock - 22-PICP-0021

City Limits

Accepted Subdivision



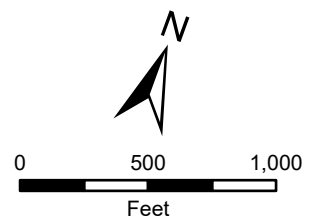
RESIDENTIAL

- SFR - Single-Family Rural
- SFU - Single-Family Urban
- SFC - Single-Family Compact
- SFL - Single-Family Limited
- RETAIL / COMMERCIAL
- LC - Local Commercial

GC - General Commercial

PUD LAND USE

- PUD - Single-Family
- PUD - Mixed Use
- PUD - Local Commercial





ADA Assistance

107 Meadow Woods, Kyle TX 78640 - Fax (866)268-1810
Robert Ronson (512)787-3687; Maureen Ronson (512)557-1676
Email: info@adaassistance.com Internet: www.adaassistance.com
March 23, 2024

Ms Laurie Lara
KB Home Lonestar
10800 Pecan Park #200
Austin, Texas 78750

RE: Garlock Subdivision
Garlock Subdivision
Gabriels Horn Dr & Garlock Dr
Leander, Texas 78641

Project Number:
TABS2024013628

INSPECTION COMPLETED - NO VIOLATIONS

Dear Ms Lara:

We are pleased to inform you that the referenced facility has been inspected and found to be in substantial compliance with provisions of the Texas Government Code, Chapter 469.

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

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

If you have questions or need further assistance, or if you are not the owner of record of this facility, contact Robert P. Ronson at 512-787-3687 or robert@adaassistance.com.

Please reference project number TABS2024013628 in all correspondence pertaining to this project.

Sincerely,

Robert P. Ronson RAS # 16

Enclosures

The review of documents as contract documents and field inspections by this accessibility specialist is based on a best efforts endeavor. The plan review and/or inspection in no way warrants complete compliance with the any Accessibility Standards. The business, the professional, his employees, engineers, and client for whom the review or inspection service is performed agrees to the fullest extent of the law to hold harmless and indemnify this accessibility specialist from and against any liability arising from performance of the work.

Project Number: TABS2024013628
Project Name: Garlock Subdivision
Facility: Garlock Subdivision
Address: Gabriels Horn Dr & Garlock Dr
Leander, Texas 78641



Owner: KB Home Lonestar
Owner Contact: Laurie Lara
Owner Address: 10800 Pecan Park #200
Austin, Texas 78750

Project Description: Subdivision Construction of Streets with ADA ramps, portions of sidewalk constructed in common areas not fronting single family lots, and handrails in areas of steep slope. 24,815 sf
Start Date: June 1, 2023
Estimated Completion Date: March 31, 2024
Estimated Cost: \$131,473

RAS: Robert P. Ronson; **RAS #:** 16

Inspection date: March 22, 2024
Report date: March 23, 2024

Inspection Report

General Notes:

Specifically inspected were pedestrian elements within the scope of the referenced project that were constructed at the time of the inspection: curb ramp crossings at intersection (shown in blue on the site plan) plus sidewalks along Block A lot 21, Block C lot 19, lot 5, 6 & 7, Block D lot 30 & lot 10, 10' hike & bike trail (shown in red on the site plan).

No Violations

Information: R203 Pedestrian Access Routes

R203.3 Pedestrian Circulation Paths

Pedestrian access routes complying with R302 shall be provided within pedestrian circulation paths, including sidewalks and shared use paths. Transitional segments may be used to connect new or altered pedestrian access routes to existing pedestrian circulation paths, and the differences between adjacent surface characteristics shall be minimized to provide a smooth transition.

Comment: The sidewalk on both sides of the entrance are covered making them impassable - they need to be cleared for access.



west side



east side

Acceptable:

**R203 Pedestrian Access Routes
R203.6 Curb Ramps and Blended Transitions**

R203.6.1 Placement
R203.6.1.1 Crosswalks at an Intersection

Acceptable: R302 Pedestrian Access Routes
R302.1 General.

Acceptable: R304 Curb Ramps and Blended Transitions.
R304.1 General

End of Report

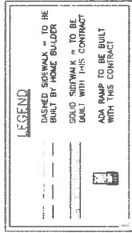
OVERALL SIDEWALK PLAN

JOB NAME

GARLOCK SUBDIVISION
STREET, DRAINAGE, WATER, &
WASTEWATER IMPROVEMENTS

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

5:01 PM 5/19/98
JULIA ID #P7791
JULIA ID #P7791
North Office
Arlene, Texas 78749
Phone No. (512) 280-5160
www.cddang.com

[illegible]

SCALE: 1" = 100'



GENERAL NOTES:

1. ALL SIDEWALKS TO BE 8' IN WIDTH. REFER TO INDIVIDUAL STREET SHEETS FOR LARGER VIEW.
2. ALL SIDEWALKS TO BE ADA COMPLIANT.
3. SINGLE-FAMILY RESIDENTIAL SUBDIVISIONS THAT ARE NOT REGISTERED WITH TOLR WILL BE REQUIRED TO PROVIDE DOCUMENTATION FROM A REGISTERED ACCESSIBILITY SPECIALIST (RAS) THAT PEDESTRIAN INFRASTRUCTURE WITHIN THE RIGHT-OF-WAY COMPLIES WITH THE TEXAS ACCESSIBILITY STANDARDS.



MARY ANN CAROLAN LIVING TRUST
MARTY CARLOAN, TRUSTEE
REMAINING 1/4 OF S. 23 ACRES TRACT
1.118 ACRES DOC. NO. 201609803



Carlson, Brigrance & Doering, Inc.

Civil Engineering ❖ Surveying

ENGINEERING CONCURRENCE LETTER

March 22, 2024

Garlock Subdivision

LEANDER, TEXAS

Subdivision Construction Plans File # PICP-22-0021

CBD # 5306

On this day, 03/22/2024 I, the undersigned professional engineer made a final visual inspection of the above referenced project. I also visited the site during construction and observed that the streets, site grading, utilities and drainage structures were constructed per the approved plans, with insignificant deviation. I, therefore, verify the adequate completion of the following items:

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

Sincerely,

CARLSON, BRIGANCE & DOERING, INC.


Patrick M. Sullivan, P.E.



MAINTENANCE BOND
Subdivision Improvements
Bond No. 4467904

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that Austin Engineering Company, Inc. as Principal, whose address is P.O. Box 342349 / 3317 Ranch Road 620 North, Austin, Texas 78734 and Suretec Insurance Company a Corporation organized under the laws of the State of Texas, and duly authorized to do business in the State of Texas, as Surety, are held and firmly bound unto the City of Leander, Texas as Obligee, in the penal sum of Three Hundred Eighty Nine Thousand Five Hundred Forty One and 77/100's Dollars (\$389,541.77) to which payment will and truly to be made we do bind ourselves, our and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal has constructed Garlock Subdivision (the "improvements") pursuant to the ordinances of the Obligee, which ordinances are hereby expressly made a part hereof as though the same were written and embodied herein;

WHEREAS, said Obligee requires that the Principal furnish a bond conditioned to guarantee for the period of two (2) years after acceptance by the Obligee, against all defects in workmanship and materials which may become apparent during said period;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that, if the Principal keeps and perform the requirement of the Obligee's ordinances and this Maintenance Bond to maintain the improvements and keep the same in good repair and shall indemnify the Obligee for all loss that the Obligee may sustain by reason of any defective materials or workmanship which become apparent during the period of two (2) years from and after the date of acceptance by the Owner, then this obligation shall be void, otherwise to remain in full force and effect, and Owner shall have and cover from said Principal and Surety damages in the premises, as provided, and it is further agreed that this obligation shall be a continuing one against the Principal and Surety hereon, and that successive recoveries may be had thereon for successive breaches until the full amount shall have been exhausted; and it is further understood that the obligation herein to maintain said improvements shall continue throughout the maintenance period, and the same shall not be diminished in any manner from any cause during said time.

Principal agrees to repair or reconstruct the improvements in whole or in part at any time within the two year period to such extent as the Obligee deems necessary to properly correct all defects except for normal wear and tear. If the Principal fails to make the necessary corrections within ten days after being notified, the Obligee may do so or have done all said corrective work and shall have recovery hereon for all expenses thereby incurred. Principal will maintain and keep in good repair the improvements for a period of two years from the date of acceptance; it being understood that the purpose of this Maintenance Bond is to cover all defective conditions arising by reason of defective material, work, or labor performed by said Principal or its subcontractors, and in the case the said Principal shall fail to do so within ten days after being notified, it is agreed that the Obligee may do said work and supply such materials, and charge the

same against Principal and Surety on this obligation.

The Surety shall notify the Obligee at least fifteen (15) days prior to the end of the first full calendar year and prior to the lapse of this Maintenance Bond at the end of the second full calendar year.

Surety and Principal agree that whenever a defect or failure of the improvement occurs within the period of coverage under this Bond, the Surety and Principal shall provide a new maintenance bond or other surety instrument in a form acceptable to the Obligee and compliant with the Obligee's ordinances conditioned to guarantee for the period of one (1) year after the Obligee's acceptance of the corrected defect or failure, against all defects in workmanship and materials associated with the corrected defect or failure which may become apparent during said period, which shall be in addition to this Maintenance Bond.

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

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

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the improvements, or the work to be performed thereon, or the plans, specifications or drawings accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the improvements, or the work to be performed thereon.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 20th day of March, 2024.

Austin Engineering Company, Inc.
Principal

By: _____

Title: Travis W. Keller, Vice President

Address: _____

P.O. Box 342349

Austin, Texas 78734

Suretec Insurance Company
Surety

By: Brad Ballew

Title: Brad Ballew, Attorney-In-Fact

Address: _____

2103 CityWest Boulevard, Suite 1300

Houston, Texas 77042

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

Ballew Surety Agency, Inc., Brad Ballew

3802 Menchaca Road, Austin, Texas 78704-6734

(Seal)

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

David S. Ballew, Brad Ballew, Connie Davis, David Fernea

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

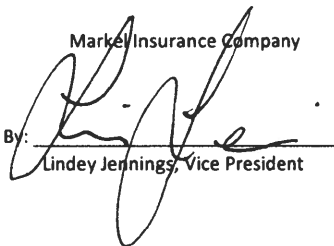
IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 25th day of January, 2023.

SureTec Insurance Company

By: 
Michael C. Keimig, President



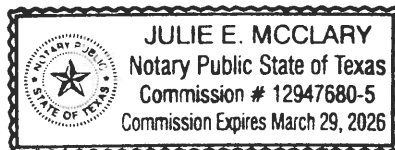
Markel Insurance Company

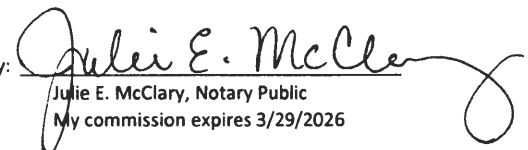
By: 
Lindey Jennings, Vice President

State of Texas
County of Harris:

On this 25th day of January, 2023 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.

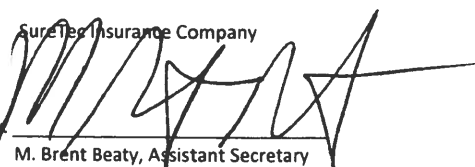


By: 
Julie E. McClary, Notary Public
My commission expires 3/29/2026

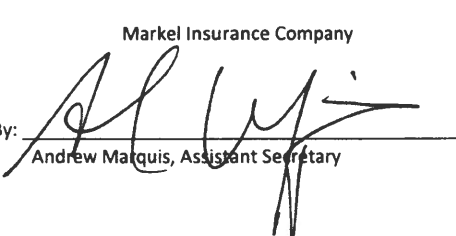
We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 20th day of March, 2024.

SureTec Insurance Company

By: 
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: 
Andrew Marquis, Assistant Secretary

SureTec Insurance Company

IMPORTANT NOTICE

Statutory Complaint Notice/Filing of Claims

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9500 Arboretum Blvd., Suite
400
Austin, TX 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252- 3439. You may write the Texas Department of Insurance at:

PO Box 149104
Austin, TX 78714-
9104
Fax#: 512-490-1007
Web: <http://www.tdi.state.tx.us>
Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIMS DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.



Carlson, Brigrance & Doering, Inc.

Civil Engineering ♦ Surveying

March 19, 2024

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

**RE: Garlock Subdivision
PICP-22-0021**

Final Plat Legal Name as Recorded:

Garlock Subdivision

Name on Approved Construction Documents:

Garlock Subdivision Public Improvement Construction Plans

Name on Bank Bond for Fiscal Posting:

N/A

COST CATAGORIES	AMOUNT
STREETS (w/ Erosion Control)	\$ 1,362,682.70
DRAINAGE	\$ 777,375.00
WASTEWATER	\$ 620,509.00
WATER	\$ 1,062,851.00
STREETLIGHTS	\$ 72,000.00
LANDSCAPE IMPROVEMENTS	\$ 122,000.00
TOTAL	\$4,017,417.70

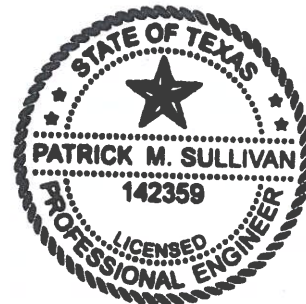
Total Improvements = \$4,017,417.70
Maintenance Bond (10% of total, minus landscaping) = \$389,541.77

Total inspection Improvements = \$4,017,417.70
Inspection Fees (3.5%) = \$140,609.62
Currently Paid Inspection Fees = \$121,050.35
Check submitted w/ Closeout Pkg= \$19,559.27
Remaining Insp. Fees to be Paid = \$0.00

Please call if you have any questions.

Sincerely,

Patrick M. Sullivan, P.E.
Carlson, Brigrance, & Doering, Inc.
Email: Patrick@cbdeng.com



CARLSON, BRIGANCE & DOERING, INC.
ID# F3791

Contractor: AUSTIN ENGINEERING CO. INC.
P.O. BOX 342349
AUSTIN TEXAS 78734
PHONE: (512) 327-1464 FAX: (512) 327-1765

Owner: KB HOME CENTRAL TEXAS
ATTN: SHARIE BINGER
10800 PECAN PARK, STE. 200
AUSTIN, TEXAS 78750

FINAL COST & QTY'S

Project: **GARLOCK SUBDIVISION PICP-22-0021**

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
<u>STREET IMPROVEMENTS</u>					
1	EMBANKMENT ROW	11,715	CY	\$ 3.00	\$ 35,145.00
2	SUBGRADE PREP	18,923	SY	\$ 4.00	\$ 75,692.00
3	8" BASE	18,923	SY	\$ 18.90	\$ 357,644.70
4	2.0" HMAC	16,016	SY	\$ 17.00	\$ 272,272.00
5	GEOGRID	18,923	SY	\$ 5.00	\$ 94,615.00
6	CURB & GUTTER	9,052	LF	\$ 20.00	\$ 181,040.00
7	18' TY II CONCRETE DRIVEWAY	79	SY	\$ 105.00	\$ 8,295.00
8	5' SIDEWALK	2,128	LF	\$ 34.00	\$ 72,352.00
9	6' SIDEWALK	34	LF	\$ 42.00	\$ 1,428.00
10	CURB RAMPS	22	EA	\$ 1,400.00	\$ 30,800.00
11	SLEEVE 1-6, 2-4"	112	LF	\$ 100.00	\$ 11,200.00
12	STOP BARS	6	EA	\$ 300.00	\$ 1,800.00
13	STREET SIGNS	19	EA	\$ 338.00	\$ 6,422.00
14	CONCRETE VALLEY GUTTER	3	EA	\$ 6,520.00	\$ 19,560.00
15	FIELD-BUILT HANDRAIL PER ATTACHED DETAIL & FOOTING	70	LF	\$ 203.00	\$ 14,210.00
16	STREETLIGHTS	18	EA	\$ 4,000.00	\$ 72,000.00
SUBTOTAL STREET IMPROVEMENTS					\$ 1,254,475.70
<u>EROSION CONTROL</u>					
1	STABILIZED CONSTRUCTION ENTRANCE	1	EA	\$ 2,500.00	\$ 2,500.00
2	SILT FENCE	12,980	LF	\$ 3.50	\$ 45,430.00
3	TREE PROTECTION	10,980	LF	\$ 4.50	\$ 49,410.00
4	ROCK BERM	280	LF	\$ 27.00	\$ 7,560.00
5	10' INLET PROTECTION	15	EA	\$ 100.00	\$ 1,500.00
6	15' INLET PROTECTION	6	EA	\$ 180.00	\$ 1,080.00
7	ROW REVEG	10,830	SY	\$ 1.00	\$ 10,830.00
8	POND REVEG	12,970	SY	\$ 2.00	\$ 25,940.00
9	OPEN AREA REVEG	27,017	SY	\$ 1.00	\$ 27,017.00
10	VEGETATIVE FILTER STRIP	3,100	SY	\$ 2.00	\$ 6,200.00
11	DRY ROCK RIPRAP	137	SY	\$ 20.00	\$ 2,740.00
SUBTOTAL EROSION CONTROL IMPROVEMENTS					\$ 180,207.00
<u>DRAINAGE</u>					
1	3-4x2 RCB	76	LF	\$ 1,033.00	\$ 78,508.00

Contractor: AUSTIN ENGINEERING CO. INC.
P.O. BOX 342349
AUSTIN TEXAS 78734
PHONE: (512) 327-1464 FAX: (512) 327-1765

Owner: KB HOME CENTRAL TEXAS
ATTN: SHARIE BINGER
10800 PECAN PARK, STE. 200
AUSTIN, TEXAS 78750

FINAL COST & QTYS

Project: **GARLOCK SUBDIVISION PICP-22-0021**

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
2	36" RCP	339	LF	\$ 180.00	\$ 61,020.00
3	30" RCP	1,426	LF	\$ 143.00	\$ 203,918.00
4	24" RCP	726	LF	\$ 114.00	\$ 82,764.00
5	18" RCP	1,138	LF	\$ 84.00	\$ 95,592.00
6	10' CURB INLETS	15	EA	\$ 5,685.00	\$ 85,275.00
7	15' CURB INLETS	6	EA	\$ 7,800.00	\$ 46,800.00
8	5' MANHOLE	6	EA	\$ 5,200.00	\$ 31,200.00
9	4' MANHOLE	8	EA	\$ 4,300.00	\$ 34,400.00
10	COLOR/TEXTURE FOR 3-4x2 HEADWALL	2	EA	\$ 16,000.00	\$ 32,000.00
11	3-4x2 HEADWALL	2	EA	\$ 2,250.00	\$ 4,500.00
12	RAISE CASTINGS	14	EA	\$ 600.00	\$ 8,400.00
13	TRENCH SAFETY	6,499	LF	\$ 2.00	\$ 12,998.00
SUBTOTAL DRAINAGE IMPROVEMENTS					\$ 777,375.00

WASTEWATER

1	CONNECT TO EXISTING WW	2	LS	\$ 1,625.00	\$ 3,250.00
2	8" WW SDR 26 (0-8)	491	LF	\$ 64.00	\$ 31,424.00
3	8" WW SDR 26 (8-10)	1,889	LF	\$ 67.00	\$ 126,563.00
4	8" WW SDR 26 (10-12)	963	LF	\$ 70.00	\$ 67,410.00
5	8" WW SDR 26 (12-14)	137	LF	\$ 74.00	\$ 10,138.00
6	2" FORCEMAIN	283	LF	\$ 38.00	\$ 10,754.00
7	4' DIAMETER MANHOLES	24	EA	\$ 6,200.00	\$ 148,800.00
8	16" STEEL CASING	28	LF	\$ 224.00	\$ 6,272.00
9	LONG DOUBLE SERVICE	19	EA	\$ 2,600.00	\$ 49,400.00
10	SHORT DOUBLE SERVICE	21	EA	\$ 2,300.00	\$ 48,300.00
11	LONG SINGLE SERVICE	9	EA	\$ 2,600.00	\$ 23,400.00
12	SHORT SINGLE SERVICE	2	EA	\$ 2,300.00	\$ 4,600.00
13	LONG DOUBLE PRESSURE SERVICE	3	EA	\$ 8,000.00	\$ 24,000.00
14	SHORT DOUBLE PRESSURE SERVICE	1	EA	\$ 7,800.00	\$ 7,800.00
15	LONG SINGLE PRESSURE SERVICE	1	EA	\$ 6,000.00	\$ 6,000.00
16	FORCEMAIN CLEANOUTS	2	EA	\$ 6,500.00	\$ 13,000.00
17	RAISE CASTINGS	24	EA	\$ 600.00	\$ 14,400.00
18	TRENCH SAFETY	6,499	LF	\$ 2.00	\$ 12,998.00
19	ADD SHORT PRESSURE SINGLE SERVICE	2	EA	\$ 6,000.00	\$ 12,000.00
SUBTOTAL WASTEWATER IMPROVEMENTS					\$ 620,509.00

Contractor: AUSTIN ENGINEERING CO. INC.
P.O. BOX 342349
AUSTIN TEXAS 78734
PHONE: (512) 327-1464 FAX: (512) 327-1765

Owner: KB HOME CENTRAL TEXAS
ATTN: SHARIE BINGER
10800 PECAN PARK, STE. 200
AUSTIN, TEXAS 78750

FINAL COST & QTYS

Project: **GARLOCK SUBDIVISION PICP-22-0021**

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
<u>WATER</u>					
1	8" DR 14 WATER	4,600	LF	\$ 87.00	\$ 400,200.00
2	6" DIP	77	LF	\$ 45.00	\$ 3,465.00
3	FIRE HYDRANTS	11	EA	\$ 6,400.00	\$ 70,400.00
4	6" GATE VALVE	11	EA	\$ 1,890.00	\$ 20,790.00
5	8" GATE VALVE	14	EA	\$ 3,200.00	\$ 44,800.00
6	RAISE CASTINGS	25	EA	\$ 500.00	\$ 12,500.00
7	LONG DOUBLE SERVICE	18	EA	\$ 2,400.00	\$ 43,200.00
8	SHORT DOUBLE SERVICE	2	EA	\$ 2,100.00	\$ 4,200.00
9	SHORT DOUBLE SERVICE	20	EA	\$ 2,000.00	\$ 40,000.00
10	LONG SINGLE SERVICE	1	EA	\$ 2,400.00	\$ 2,400.00
11	LONG SINGLE SERVICE	15	EA	\$ 2,300.00	\$ 34,500.00
12	SHORT SINGLE SERVICE	6	EA	\$ 2,100.00	\$ 12,600.00
13	16" STEEL CASINGS	29	LF	\$ 214.00	\$ 6,206.00
14	IRRIGATION SERVICES	4	EA	\$ 4,500.00	\$ 18,000.00
15	16" BORE	75	LF	\$ 575.00	\$ 43,125.00
16	16x8 TAPPING SLEEVE & VALVE	1	EA	\$ 23,000.00	\$ 23,000.00
17	TRENCH SAFETY	4,600	LF	\$ 2.00	\$ 9,200.00
18	DISINFECTION	1	LS	\$ 4,100.00	\$ 4,100.00
19	BLUE BUTTONS	11	EA	\$ 15.00	\$ 165.00
20	8" PRV	3	EA	\$ 90,000.00	\$ 270,000.00
SUBTOTAL WATER IMPROVEMENTS					\$ 1,062,851.00

LANDSCAPING (for inspection fee only)

1	LANDSCAPING	1	LS	\$122,000.00	\$ 122,000.00
SUBTOTAL LANDSCAPING IMPROVEMENTS					\$ 122,000.00



TOTAL CONTRACT \$ 4,017,417.70

TOTAL CONTRACT, MINUS LANDSCAPING \$ 3,895,417.70

MAINTENANCE BOND 10% FOR 2 YEARS \$ 389,541.77

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

STATE OF TEXAS §
COUNTY OF TRAVIS §

Date: March 21, 2024
Developer: KB HOME
Contractor: AUSTIN ENGINEERING CO., INC.
Project : GARLOCK SUBDIVISION

This is to acknowledge and certify that Affiant has completed the construction of all improvements for the project noted above and that Affiant has been paid in full for all labor and material provided to the above-noted construction project, except for retainage, and acknowledges and certifies that Affiant, and all of his or its agents, employees, successors, assigns, subsidiaries, and legal representatives will and do release and waive all Mechanic's liens, or similar lien rights, which have or might arise as a result of the Affiant's or Affiant's agents' or employees' providing labor and materials to the above-noted project. Affiant understands that a portion or all the property upon which the project is located has been or will be accepted by the City of Leander (the City), Texas, for ownership, maintenance, and operation. Affiant further agrees that it shall look solely to KB Home for payment of the retainage and shall have no cause of action whatsoever, against the City in the event the retainage is not paid to the Affiant, and that Affiant shall not file a lien of any kind which has or may arise related to the release of the retainage for the project. Affiant acknowledges and understands that the City is relying on the representations made in this document to accept the phase or portion of the subdivision in which the project is located.

In addition to the foregoing, Affiant acknowledges and certifies that Affiant has paid all laborers, subcontractors, materialmen, and all other persons or parties who have provided labor or materials through, for, or on behalf of the Affiant to the above-noted construction project.

Affiant indemnifies and holds Owner harmless from any liens, debts or obligations which arise as a result, labor or materials provided by or through Affiant to the project through the date set out above. Affiant further indemnifies and holds harmless all real property on which the improvements were constructed and all interests in such property, including leasehold interests, from any liens, debts, or obligations arising from any labor or materials provided by or through Affiant to the project through the date set out above.

SUBSCRIBED AND SWORN TO BY Affiant on this 21st day of March, 2024.

AFFIANT:

Signature: _____

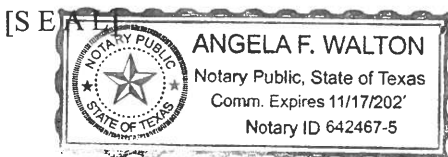
Typed Name: Travis W. Keller, Vice President

Title: Vice President

STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME the undersigned authority on this day personally appeared Travis W. Keller, Vice President, known to me to be the person noted above, and acknowledged to me the following: that he/she executed the foregoing for the purpose and consideration therein expressed, in the capacity therein stated, and as the duly authorized act and deed of the party releasing and waiving the lien therein; and that every statement therein is within his/her knowledge and is true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 21st day of March, 2024.



Angela Walton
Notary in and for the State of Texas
Name: Angela F. Walton
My commission expires: 11/17/27



EXECUTIVE SUMMARY
5/2/2024

AGENDA SUBJECT:

Approval of purchase of fifteen (15) additional licenses for use of Central Square software for access to crucial information from workstations within the Leander Police Department in the amount of \$5,400.00; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

The involvement of detectives in utilizing the department's Computer-Aided Dispatch (CAD) system and Criminal Justice Information Services (CJIS) database is crucial for improving operational efficiency and strengthening investigative abilities. Detectives often need quick access to real-time data to make timely and well-informed decisions. Allowing detectives to use CAD makes coordination between patrol officers and investigators smoother, speeding up responses to incidents and promoting seamless information sharing. Moreover, giving access to CJIS helps detectives carry out essential background checks, like driver's license and wanted persons queries, which are vital for conducting thorough investigations and maintaining public safety standards. Equipping detectives with these important tools not only enhances their ability to serve the community but also shows our firm commitment to excellence in law enforcement. Obtaining 15 more Mobile Computing Terminal (MCT) licenses is a big step forward for our department's technological setup, ensuring that every detective can easily access crucial information from their workstation, further refining investigative processes, and strengthening our commitment to excellence in our work.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Recommend approval to purchase 15 MCT licenses for the CID division.

PRESENTER:

Greg Minton - Chief of Police

	<u>Fiscal Impact</u>
<u>Amount requested:</u>	\$5400.00
<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. Central Square Agreement

Quote #: Q-173533**Primary Quoted Solution:** ONESolution PS**Quote expires on:** September 29, 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	15	40.00	600.00
2.	ONESolution MCT Client-Digital Dispatch Annual Subscription Fee	15	320.00	4,800.00
			Software Total	5,400.00 USD

QUOTE SUMMARY

Software Subtotal

5,400.00 USD

Quote Subtotal

5,400.00 USD

Quote Total	5,400.00 USD
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WHAT ARE THE RECURRING FEES?

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	5,400.00
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.

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:

City of Leander, TexasSignature:

Name: Todd Parton

Date: 05.02.2024

Title: City Manager



EXECUTIVE SUMMARY
5/2/2024

AGENDA SUBJECT:

Approval of a five (5) -year services and maintenance agreement with Axon Enterprise, Inc. in the amount of \$1,589,209.83 for but not limited to Police Department body cameras, tasers, interview and evidence room cameras, officer and dispatcher licenses, and Statement of Work for the Implementation of Axon Records and Dispatch for the Leander Police Department and to authorize the future purchase of additional licenses and equipment as needed subject to the limits of the City Manager's purchasing and contract authority; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

On October 1, 2020, City Council authorized a five-year agreement with Axon Enterprise, Inc. to consolidate two existing contracts for police officer body-worn cameras and tasers with an additional contract for the development and implementation of a new Police Department Computer-Aided Dispatch System (CAD) and Records Management System (RMS). Since that time, the RMS system has been completed and put into service by the Police Department. However, the CAD system has had unforeseen delays and it is now anticipated that it will be fully operational by fiscal year end 2026. The company has not charged the City for the CAD system as called for in the original agreement due to the delays. In addition, the company has provided credits for other charges to offset the City's continuing costs with software maintenance for the current CAD vendor.

The Police Department desires to revise its agreement with Axon and enter into a new five-year agreement that updates the pricing to reflect the current number of authorized officer and dispatcher licenses, consolidate numerous other Axon contracts that have been added over the last 3 years for various services and provides for a revised Statement of Work for the full implementation of the Dispatch System for the Police Department. In addition in the new contract, the company has transferred credits for software and services/goods from the current contract. Also, the charge for the Dispatch software will not take effect until year 3 of the contract when the CAD system is expected to go live. Additional benefits of this renewal contract a year early is that we get the benefit of locking in this year's pricing before it goes up and to correct some of the invoice billing issues we have experienced for services we have not gotten yet due to delays.

All Axon products are awarded on Buy Board contract # 648-21.

HISTORY/TIMELINE:

- October 1, 2020 - entered into 5-year agreement with Axon Enterprise, Inc to develop and implement Police Department CAD & RMS systems.

APPLICANT/AGENT:

RECOMMENDATION:

Recommend Approval

PRESENTER:

Greg Minton, Chief of Police
Jackson Mitchell, Lieutenant

	<u>Fiscal Impact</u>
<u>Amount requested:</u>	\$1,589,209.83 (5-yr term)
<u>Approved in current budget (Yes / No):</u>	Yes
<u>Expenditure (New / Amended):</u>	Amended
<u>Recurring or one-time:</u>	Recurring
<u>Fund source (Operating / Utility / etc.):</u>	General Fund / Police Department 01-40-5555

Attachments:

1. Leander Police Dept (TX) - Axon Quote Q-551455-45363.623DC_Updatedv2_Redacted



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-551455-45363.672DC

Issued: 03/12/2024

Quote Expiration:

Estimated Contract Start Date: 11/01/2024

Account Number:

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Leander Police Dept. - TX ATTN: Jackson Mitchell 705 Leander Dr Leander, TX 78641-2024 USA	Leander Police Dept. - TX 705 Leander Dr Leander TX 78641-2024 USA Email: jackson.mitchell@ci.leander.tx.us

SALES REPRESENTATIVE	PRIMARY CONTACT
Kyle Hites Phone: Email: khites@axon.com Fax:	Jackson Mitchell Phone: (512) 528-2804 Email: jrmitchell@leander.tx.gov Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$1,589,209.83
ESTIMATED TOTAL W/ TAX	\$1,589,209.83

Discount Summary

Average Savings Per Year	\$162,430.26
TOTAL SAVINGS	\$812,151.29

Payment Summary

Date	Subtotal	Tax	Total
Oct 2024	\$83,824.83	\$0.00	\$83,824.83
Oct 2025	\$305,983.72	\$0.00	\$305,983.72
Oct 2026	\$399,800.62	\$0.00	\$399,800.62
Oct 2027	\$399,800.33	\$0.00	\$399,800.33
Oct 2028	\$399,800.33	\$0.00	\$399,800.33
Total	\$1,589,209.83	\$0.00	\$1,589,209.83

Quote Unbundled Price:	\$2,401,361.12
Quote List Price:	\$1,942,105.52
Quote Subtotal:	\$1,589,209.83

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1			\$1.00	(\$214,404.64)	(\$214,404.64)	\$0.00	(\$214,404.64)
100552	TRANSFER CREDIT - GOODS	1			\$1.00	(\$27,395.25)	(\$27,395.25)	\$0.00	(\$27,395.25)
M00012	BUNDLE - OFFICER SAFETY PLAN 10 PLUS	87	60	\$385.88	\$297.90	\$267.26	\$1,395,097.20	\$0.00	\$1,395,097.20
A la Carte Hardware									
100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	90			\$39.00	\$0.00	\$0.00	\$0.00	\$0.00
H00001	AB4 Camera Bundle	7			\$849.00	\$0.00	\$0.00	\$0.00	\$0.00
H00001	AB4 Camera Bundle	9			\$849.00	\$849.00	\$7,641.00	\$0.00	\$7,641.00
A la Carte Software									
50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	60		\$1,750.00	\$1,750.00	\$3,500.00	\$0.00	\$3,500.00
50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	5	60		\$1,500.00	\$1,500.00	\$7,500.00	\$0.00	\$7,500.00
50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	8	60		\$111.75	\$111.75	\$53,640.00	\$0.00	\$53,640.00
100590	AXON MY90 - LICENSE	87	60		\$10.85	\$10.85	\$56,637.00	\$0.00	\$56,637.00
50307	AXON DISPATCH - USER LICENSE	87	46		\$55.06	\$55.06	\$220,350.12	\$0.00	\$220,350.12
A la Carte Services									
101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1			\$2,500.00	\$2,500.00	\$2,500.00	\$0.00	\$2,500.00
100105	AXON MY90 - PSO - SETUP	1			\$3,000.00	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00
101267	AXON VR - PSO - FULL INSTALLATION	1			\$12,000.00	\$12,000.00	\$12,000.00	\$0.00	\$12,000.00
85157	AXON RECORDS - PROFESSIONAL SERVICES MILESTONE PAYMENT	1			\$300.00	\$58,600.00	\$58,600.00	\$0.00	\$58,600.00
A la Carte Warranties									
50448	AXON INTERVIEW - EXT WARRANTY	6	60		\$29.29	\$29.29	\$10,544.40	\$0.00	\$10,544.40
Total							\$1,589,209.83	\$0.00	\$1,589,209.83

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	9	1	10/01/2024
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	7	1	10/01/2024
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	10	1	10/01/2024
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	8	1	10/01/2024
AB4 Camera Bundle	74020	AXON BODY - MOUNT - MAGNET FLEXIBLE RAPIDLOCK	10	1	10/01/2024
AB4 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	8	1	10/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100126	AXON VR - TACTICAL BAG	4	1	10/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	87	2	10/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	2	2	10/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	87	1	10/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	2	1	10/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	8	1	10/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	6	1	10/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100396	AXON TASER 10 - MAGAZINE - INERT RED	30	1	10/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100399	AXON TASER 10 - CARTRIDGE - LIVE	1740	1	10/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100400	AXON TASER 10 - CARTRIDGE - HALT	530	1	10/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100401	AXON TASER 10 - CARTRIDGE - INERT	300	1	10/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	87	1	10/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	2	1	10/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100748	AXON VR - CONTROLLER - TASER 10	4	1	10/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100862	AXON VR - PLACEHOLDER - HANDGUN CONTROLLER	4	1	10/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101122	AXON VR - HOLSTER - T10 SAFARILAND GREY - RH	3	1	10/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101123	AXON VR - HOLSTER - T10 SAFARILAND GREY - LH	1	1	10/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	20018	AXON TASER - BATTERY PACK - TACTICAL	87	1	10/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	20018	AXON TASER - BATTERY PACK - TACTICAL	15	1	10/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	20018	AXON TASER - BATTERY PACK - TACTICAL	2	1	10/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	20296	AXON VR - TABLET	4	1	10/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	20297	AXON VR - TABLET CASE	4	1	10/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	20378	AXON VR - HEADSET - HTC FOCUS 3	4	1	10/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	10/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	10/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	10/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	2	1	10/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	2	1	10/01/2024
A la Carte	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	90	1	10/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100399	AXON TASER 10 - CARTRIDGE - LIVE	270	1	10/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100400	AXON TASER 10 - CARTRIDGE - HALT	700	1	10/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100399	AXON TASER 10 - CARTRIDGE - LIVE	260	1	10/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100400	AXON TASER 10 - CARTRIDGE - HALT	700	1	10/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100210	AXON VR - TAP REFRESH 1 - TABLET	4	1	04/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	4	1	04/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	4	1	04/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	20373	AXON VR - TAP REFRESH 1 - HEADSET	4	1	04/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73309	AXON BODY - TAP REFRESH 1 - CAMERA	89	1	04/01/2027

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73313	AXON BODY - TAP REFRESH 1 - DOCK SINGLE BAY	3	1	04/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	9	1	04/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100399	AXON TASER 10 - CARTRIDGE - LIVE	260	1	10/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100400	AXON TASER 10 - CARTRIDGE - HALT	690	1	10/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100399	AXON TASER 10 - CARTRIDGE - LIVE	260	1	10/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100400	AXON TASER 10 - CARTRIDGE - HALT	700	1	10/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73310	AXON BODY - TAP REFRESH 2 - CAMERA	89	1	10/01/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73314	AXON BODY - TAP REFRESH 2 - DOCK SINGLE BAY	3	1	10/01/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	9	1	10/01/2029

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101180	AXON TASER - DATA SCIENCE PROGRAM	87	11/01/2024	10/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	20248	AXON TASER - EVIDENCE.COM LICENSE	87	11/01/2024	10/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	20248	AXON TASER - EVIDENCE.COM LICENSE	1	11/01/2024	10/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	20370	AXON VR - FULL ACCESS - TASER ADD-ON USER	87	11/01/2024	10/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	87	11/01/2024	10/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73618	AXON COMMUNITY REQUEST - LICENSE - PLUS	87	11/01/2024	10/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73638	AXON STANDARDS - LICENSE	87	11/01/2024	10/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73680	AXON RESPOND PLUS - LICENSE	87	11/01/2024	10/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73681	AXON RECORDS	87	11/01/2024	10/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	87	11/01/2024	10/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	870	11/01/2024	10/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	87	11/01/2024	10/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73739	AXON PERFORMANCE - LICENSE	87	11/01/2024	10/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73746	AXON EVIDENCE - ECOM LICENSE - PRO	87	11/01/2024	10/31/2029
A la Carte	100590	AXON MY90 - LICENSE	87	11/01/2024	10/31/2029
A la Carte	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	5	11/01/2024	10/31/2029
A la Carte	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	11/01/2024	10/31/2029
A la Carte	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	8	11/01/2024	10/31/2029
A la Carte	50307	AXON DISPATCH - USER LICENSE	87	01/01/2026	10/31/2029

Services

Bundle	Item	Description	QTY
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	87
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101184	AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER	6
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101193	AXON TASER - ON DEMAND CERTIFICATION	1
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	87
A la Carte	100105	AXON MY90 - PSO - SETUP	1
A la Carte	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1
A la Carte	101267	AXON VR - PSO - FULL INSTALLATION	1
A la Carte	85157	AXON RECORDS - PROFESSIONAL SERVICES MILESTONE PAYMENT	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	50448	AXON INTERVIEW - EXT WARRANTY	6	11/01/2024	10/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100197	AXON VR - EXT WARRANTY - HTC FOCUS 3 HEADSET	4	10/01/2025	10/31/2029

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100213	AXON VR - EXT WARRANTY - TABLET	4	10/01/2025	10/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	87	10/01/2025	10/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	2	10/01/2025	10/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101007	AXON VR - EXT WARRANTY - CONTROLLER	4	10/01/2025	10/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	4	10/01/2025	10/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	87	10/01/2025	10/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	15	10/01/2025	10/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	2	10/01/2025	10/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	80396	AXON TASER 7 - EXT WARRANTY - DOCK SIX BAY	1	10/01/2025	10/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	80464	AXON BODY - TAP WARRANTY - CAMERA	87	10/01/2025	10/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	80464	AXON BODY - TAP WARRANTY - CAMERA	2	10/01/2025	10/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	9	10/01/2025	10/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	80466	AXON BODY - TAP WARRANTY - SINGLE BAY DOCK	3	10/01/2025	10/31/2029

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	ATTN: Jackson Mitchell 705 Leander Dr	Leander	TX	78641-2024	USA
2	ATTN: Jackson Mitchell 705 Leander Dr	Leander	TX	78641-2024	USA

Payment Details

Oct 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Upfront Hardware	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	90	\$0.00	\$0.00	\$0.00
Upfront Hardware	101267	AXON VR - PSO - FULL INSTALLATION	1	\$12,000.00	\$0.00	\$12,000.00
Upfront Hardware	H00001	AB4 Camera Bundle	9	\$7,641.00	\$0.00	\$7,641.00
Year 1	100105	AXON MY90 - PSO - SETUP	1	\$600.00	\$0.00	\$600.00
Year 1	100590	AXON MY90 - LICENSE	87	\$11,327.40	\$0.00	\$11,327.40
Year 1	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	5	\$1,500.00	\$0.00	\$1,500.00
Year 1	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	\$700.00	\$0.00	\$700.00
Year 1	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	8	\$10,728.00	\$0.00	\$10,728.00
Year 1	50448	AXON INTERVIEW - EXT WARRANTY	6	\$2,108.88	\$0.00	\$2,108.88
Year 1	M00012	BUNDLE - OFFICER SAFETY PLAN 10 PLUS	87	\$279,019.44	\$0.00	\$279,019.44
Invoice Upon Fulfillment	100552	TRANSFER CREDIT - GOODS	1	(\$27,395.25)	\$0.00	(\$27,395.25)
Invoice Upon Fulfillment	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$214,404.64)	\$0.00	(\$214,404.64)
Invoice Upon Fulfillment	H00001	AB4 Camera Bundle	7	\$0.00	\$0.00	\$0.00
Total				\$83,824.83	\$0.00	\$83,824.83

Nov 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	M00012	BUNDLE - OFFICER SAFETY PLAN 10 PLUS	87	\$0.00	\$0.00	\$0.00
Total				\$0.00	\$0.00	\$0.00

Oct 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100105	AXON MY90 - PSO - SETUP	1	\$600.00	\$0.00	\$600.00
Year 2	100590	AXON MY90 - LICENSE	87	\$11,327.40	\$0.00	\$11,327.40
Year 2	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	5	\$1,500.00	\$0.00	\$1,500.00
Year 2	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	\$700.00	\$0.00	\$700.00
Year 2	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	8	\$10,728.00	\$0.00	\$10,728.00
Year 2	50448	AXON INTERVIEW - EXT WARRANTY	6	\$2,108.88	\$0.00	\$2,108.88
Year 2	M00012	BUNDLE - OFFICER SAFETY PLAN 10 PLUS	87	\$279,019.44	\$0.00	\$279,019.44
Total				\$305,983.72	\$0.00	\$305,983.72

Oct 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1 - CAD/RMS	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$833.34	\$0.00	\$833.34
Year 1 - CAD/RMS	50307	AXON DISPATCH - USER LICENSE	87	\$73,450.19	\$0.00	\$73,450.19
Year 1 - CAD/RMS	85157	AXON RECORDS - PROFESSIONAL SERVICES MILESTONE PAYMENT	1	\$19,533.37	\$0.00	\$19,533.37
Year 3	100105	AXON MY90 - PSO - SETUP	1	\$600.00	\$0.00	\$600.00
Year 3	100590	AXON MY90 - LICENSE	87	\$11,327.40	\$0.00	\$11,327.40
Year 3	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	5	\$1,500.00	\$0.00	\$1,500.00
Year 3	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	\$700.00	\$0.00	\$700.00
Year 3	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	8	\$10,728.00	\$0.00	\$10,728.00
Year 3	50448	AXON INTERVIEW - EXT WARRANTY	6	\$2,108.88	\$0.00	\$2,108.88
Year 3	M00012	BUNDLE - OFFICER SAFETY PLAN 10 PLUS	87	\$279,019.44	\$0.00	\$279,019.44
Total				\$399,800.62	\$0.00	\$399,800.62

Oct 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2 - CAD/RMS	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$833.33	\$0.00	\$833.33
Year 2 - CAD/RMS	50307	AXON DISPATCH - USER LICENSE	87	\$73,449.97	\$0.00	\$73,449.97
Year 2 - CAD/RMS	85157	AXON RECORDS - PROFESSIONAL SERVICES MILESTONE PAYMENT	1	\$19,533.31	\$0.00	\$19,533.31
Year 4	100105	AXON MY90 - PSO - SETUP	1	\$600.00	\$0.00	\$600.00
Year 4	100590	AXON MY90 - LICENSE	87	\$11,327.40	\$0.00	\$11,327.40
Year 4	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	5	\$1,500.00	\$0.00	\$1,500.00
Year 4	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	\$700.00	\$0.00	\$700.00
Year 4	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	8	\$10,728.00	\$0.00	\$10,728.00
Year 4	50448	AXON INTERVIEW - EXT WARRANTY	6	\$2,108.88	\$0.00	\$2,108.88
Year 4	M00012	BUNDLE - OFFICER SAFETY PLAN 10 PLUS	87	\$279,019.44	\$0.00	\$279,019.44
Total				\$399,800.33	\$0.00	\$399,800.33

Oct 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3 - CAD/RMS	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$833.33	\$0.00	\$833.33
Year 3 - CAD/RMS	50307	AXON DISPATCH - USER LICENSE	87	\$73,449.97	\$0.00	\$73,449.97
Year 3 - CAD/RMS	85157	AXON RECORDS - PROFESSIONAL SERVICES MILESTONE PAYMENT	1	\$19,533.31	\$0.00	\$19,533.31
Year 5	100105	AXON MY90 - PSO - SETUP	1	\$600.00	\$0.00	\$600.00
Year 5	100590	AXON MY90 - LICENSE	87	\$11,327.40	\$0.00	\$11,327.40
Year 5	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	5	\$1,500.00	\$0.00	\$1,500.00
Year 5	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	\$700.00	\$0.00	\$700.00
Year 5	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	8	\$10,728.00	\$0.00	\$10,728.00
Year 5	50448	AXON INTERVIEW - EXT WARRANTY	6	\$2,108.88	\$0.00	\$2,108.88
Year 5	M00012	BUNDLE - OFFICER SAFETY PLAN 10 PLUS	87	\$279,019.44	\$0.00	\$279,019.44
Total				\$399,800.33	\$0.00	\$399,800.33

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract BuyBoard Contract 648-21 is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Axon represents that all services and materials regarding Dispatch will be delivered to Agency no later than 9/30/2026. In the event Axon fails to deliver Dispatch services and materials by 9/30/2026, Agency may terminate all Dispatch services and products with no financial penalty. All other services and products contained within this Agreement will not be impacted by such termination.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Additional or Amended Terms

- 1.) TEXAS GOVERNMENT CODE/PROHIBITION OF BOYCOTT ISRAEL - Axon verifies that it does not Boycott Israel and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001/2270.001, as amended. By signing below, the Axon certifies that it does not boycott Israel and will not boycott Israel during the term of this contract.
- 2.) TEXAS GOVERNMENT CODE/PROHIBITION OF BOYCOTT FIREARMS AND AMMUNITION INDUSTRIES - Senate Bill 19, Effective September 1, 2021, amended Subtitle F, Title 10 of the Texas Government Code to add Chapter 2274 which prohibits a political subdivision of the State of Texas from entering into a contract with a company that discriminates against the firearms and ammunition industries. By signing below, Axon certifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as defined by Chapter 2274 of the Texas Government Code, and will not so discriminate during the term of the contract.
- 3.) TEXAS GOVERNMENT CODE/PROHIBITION OF BOYCOTT ENERGY COMPANIES - Senate Bill 13, effective September 1, 2022, amended Subtitle F, Title 10 of the Texas Government Code to add Section 2276.002 which prohibits a political subdivision of the State of Texas from entering into a contract with a company that discriminates against energy companies. By signing below, the Axon certifies that it does not boycott energy companies and will not boycott energy companies during the term of this contract.
- 4.) GOVERNING LAW AND VENUE - The negotiation and interpretation of this Agreement shall be construed under and governed by the laws of the State of Texas, without regards to its choice of laws provisions. Exclusive venue for any action under this Agreement, shall be in the state courts serving Leander and each party waives any and all jurisdictional and other objections to such exclusive venue. The Parties expressly agree that either Party may appear for and attend all matters, remotely via teleconference or video conference at the party's discretion, to the extent allowable by court.

Exceptions to Standard Terms and Conditions

Agency has existing contracts originated via: Q-249183, Q-361615, Q-265830

Agency is terminating those contracts effective 11/1/2024. Any change in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Net Transfer Credit of (\$241,799.88) to the quote for paid but undelivered items.

Leander Police Department

Signed: _____

Name: _____

Title: _____

Date: _____





EXECUTIVE SUMMARY
5/2/2024

AGENDA SUBJECT:

Approval of an Ordinance amending the Code of Ordinances Article 1.08, Disposal of Surplus, Salvage and Junk Property amending definitions, procedures, methods of sale, and all other related matters.

BACKGROUND:

Article 1.08 of Code of Ordinances, setting forth procedures for the disposal of excess property has been in place since 2003, but has become obsolete and needs to be updated. The current code calls for excess property, including but not limited to surplus or junk vehicles, equipment, furniture, etc. to be identified in the annual budget. However, this requirement is historically out of date and would be inefficient to reinstate. With the ability to outsource auctions to online platforms, staff can organize several online auctions each year. The proposed revisions retain the requirement that the City Manager authorize when excess property can be disposed.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Recommend Approval

PRESENTER:

Robert G. Powers, Executive Finance Director

Fiscal Impact

Attachments:

1. Redline_Article_1.08_Disposal_Surplus
2. Ordinance_Amend_Property_Disposal

ARTICLE 1.08 DISPOSAL OF SURPLUS, SALVAGE AND JUNK PROPERTY

Sec. 1.08.001. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Salvage property or junk property. Personal property, other than items routinely discarded as waste, that because of use, time, accident, or any other cause is so worn, damaged, or obsolete that it has no value for the purpose for which it was originally intended and the cost of seeking competitive bids exceeds the value of the property or the property has been competitively bid without successful receipt of a response.

Surplus property. Personal property that:

- (1) Is not salvage property or items routinely discarded as waste;
- (2) Is not currently needed by the city;
- (3) Is not required for the city's foreseeable needs; and
- (4) ~~Possesses some usefulness~~ Retains residual value for the purpose for which it was intended.

(2003 Code, sec. 1.1301)

Sec. 1.08.002. Applicability.

This article shall apply to personal property owned by the city that is either (i) salvage property or junk property, or (ii) surplus property, both herein collectively referred to as "excess property."

(2003 Code, sec. 1.1302)

Sec. 1.08.003. Duties of department heads.

Department heads shall periodically assess and determine the status of personal property within the possession and control of the department. ~~Personal property requiring replacement shall be budgeted and scheduled for phasing out.~~ Department heads shall account for all property in the possession and control of the department and, ~~at least annually as needed~~, provide the city manager with a list of personal property which has become excess property. The department shall maintain all property until proper authorization has been received to dispose of the excess property according to established administrative procedures. Salvage property with an original value of ~~\$25.00~~ \$250.00 or less, such as ~~defective or inoperable minor tools and equipment parts,~~ disposable office furniture and supplies, ~~pool supplies~~, etc., which have become functional obsolete, worn ~~or~~, damaged ~~or fully utilized~~ may be discarded without necessity of authorization from the city manager. Restrictions on city employees as set forth in Section 1.08.008 shall apply.

(2003 Code, sec. 1.1303)

Sec. 1.08.004. Authority of city manager.

The city manager shall review and evaluate the appropriateness of declaring personal property excess property at the recommendation of the department head. Excess property of one department which is needed in

another department or branch of the city shall be transferred to such department without being deemed excess property. All other excess property shall be considered for disposal or conveyance pursuant to the procedures of this article.

(2003 Code, sec. 1.1304)

Sec. 1.08.005. Procedures.

Authorization herein to dispose of excess property is authorization to use best-reasonable efforts to dispose of excess property for the highest price without costing the city more to dispose of such property.

- ~~(1) During the budget process, the city manager shall identify major equipment for which a title is held in the name of the city, such as cars, which will be replaced with new equipment or otherwise liquidated, and shall include such information in the budget. Items identified for replacement in the budget shall be authorized to be disposed of as surplus or, if qualifying, salvage property without further action of the city council, in a manner set forth in this article.~~
- ~~(12)~~ Salvage or junk property may be utilized as a trade-in on new property of the same general type without further action by the city council. Surplus property may be utilized as a trade-in on new property of the same general type provided that the finance director certifies that the city is receiving fair market value for the trade-in.
- ~~(23)~~ Subject to procedures and/or limitations set out in applicable state law.
~~§~~Salvage or junk property constituting scrap, for which undertaking to sell the property under section 1.08.006 would likely result in no bids or a bid price that is less than the city's expenses required for the bid process, may be destroyed or otherwise disposed of as worthless without further action of the city council, or may be offered to a qualifying nonprofit or civic organization upon approval of the city council.
- ~~(34)~~ Subject to procedures and/or limitations set out in applicable state law.
~~§~~Surplus property shall be offered for sale as set forth in section 1.08.006 without further action of the city council, or may be offered to a qualifying nonprofit, government, or civic organization upon approval by the city council provided the organization's services to the city are sufficient to authorize such transfer.
- ~~(45)~~ A qualifying nonprofit, government, or civic organization receiving excess property from the city must provide the city with adequate compensation, such as relieving the city of transportation or disposal expenses related to the property.
- ~~(56)~~ Excess property receiving no bids in an auction or competitive bids may be deemed salvage property and may be disposed of in a manner provided in this article.
- ~~(67)~~ Property in the possession of the city police department subject to disposal standards of the Code of Criminal Procedure or other property in any department's possession for which another statute requires specific procedures for disposal shall follow the procedures set forth therein.

(2003 Code, sec. 1.1305; Ordinance 13-069-00, sec. 2, adopted 11/7/13)

Sec. 1.08.006. Method of sale; notice.

Surplus property required to be disposed shall be sold either through an approved auction facility, competitive bid or approved website that provides suitable exposure to obtain fair market value for surplus item(s) disposed, sold, donated, or transferred, as permitted by state law. The city's purchasing agent shall determine the most effective disposal method and venue. Surplus property sold through an approved website

shall be offered for sale for a minimum of [one-two](#) weeks. Notice of surplus property sold through competitive bidding shall be included at least once in the official newspaper with the notice being at least 14 days before the sale. Such notice of a bid shall include a [general](#) description of the surplus property to be sold, and the date and time [after which](#) sealed bids will no longer be accepted.

(Ordinance 13-069-00, sec. 3, adopted 11/7/13)

Sec. 1.08.007. Disposition of proceeds of sale; property exchanged or traded.

Any and all proceeds of the sale shall be deposited in the treasury of the city and accounted for in the financial records of the city. Any excess property exchanged or traded for value shall be added to the appropriate inventory of property of the city.

(2003 Code, sec. 1.1307)

Sec. 1.08.008. Restrictions on city employees.

Employees shall be strictly prohibited from purchasing surplus or salvage property from the city or benefiting from the [sale, disposal](#), or transfer of such property. Persons related in the first degree of affinity or consanguinity to an employee may not purchase or have property transferred to them, except for property sold at a competitive bid.

(2003 Code, sec. 1.1308)

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS AMENDING ARTICLE 1.08, LEANDER CODE OF ORDINANCES, TO AMEND PROCEDURES FOR DISPOSAL OF SURPLUS, SALVAGE, AND JUNK PROPERTY; AMENDING ALL PARTS OF ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING SEVERABILITY AND OPEN MEETINGS CLAUSES; AND PROVIDING FOR RELATED MATTERS.

Whereas, the City of Leander, Texas (herein the "City") is authorized by the City Charter to dispose of personal property owned by the City; and

Whereas, the City desires to amend the procedures for disposal of surplus, salvage, and junk property as set forth herein;

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 Surplus, Salvage, and Junk Property Disposal Procedures. The City Council hereby adopts the amendments to Article 1.08 of the Code of Ordinances, entitled Disposal of Surplus, Salvage and Junk Property, to read as set forth in Exhibit A attached to and incorporated in this ordinance as though fully transcribed herein for all purposes.

Section 3. Amendment Of Ordinances. Leander Code of Ordinances, Article 1.08, is hereby amended as provided in this ordinance and any ordinances or portions thereof conflicting or inconsistent with the provisions of this ordinance as adopted and amended 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 4. 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 5. Severability. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this ordinance of any such invalid phrase, clause, sentence, paragraph or section. If any provision of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision, and to this end the provisions of this Ordinance are declared to be severable.

Section 6. 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 2 day of May, 2024.

ATTEST:

THE CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor

ARTICLE 1.08 DISPOSAL OF SURPLUS, SALVAGE AND JUNK PROPERTY

Sec. 1.08.001. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Salvage property or junk property. Personal property, other than items routinely discarded as waste, that because of use, time, accident, or any other cause is so worn, damaged, or obsolete that it has no value for the purpose for which it was originally intended and the cost of seeking competitive bids exceeds the value of the property or the property has been competitively bid without successful receipt of a response.

Surplus property. Personal property that:

- (1) Is not salvage property or items routinely discarded as waste;
- (2) Is not currently needed by the city;
- (3) Is not required for the city's foreseeable needs; and
- (4) Retains residual value for the purpose for which it was intended.

(2003 Code, sec. 1.1301)

Sec. 1.08.002. Applicability.

This article shall apply to personal property owned by the city that is either (i) salvage property or junk property, or (ii) surplus property, both herein collectively referred to as "excess property."

(2003 Code, sec. 1.1302)

Sec. 1.08.003. Duties of department heads.

Department heads shall periodically assess and determine the status of personal property within the possession and control of the department. Department heads shall account for all property in the possession and control of the department and, as needed, provide the city manager with a list of personal property which has become excess property. The department shall maintain all property until proper authorization has been received to dispose of the excess property according to established administrative procedures. Salvage property with an original value of \$250.00 or less, such as defective or inoperable minor tools and equipment office furniture and supplies, , etc., which have become functionally obsolete, worn, or damaged may be discarded without necessity of authorization from the city manager. Restrictions on city employees as set forth in Section 1.08.008 shall apply.

(2003 Code, sec. 1.1303)

Sec. 1.08.004. Authority of city manager.

The city manager shall review and evaluate the appropriateness of declaring personal property excess property at the recommendation of the department head. Excess property of one department which is needed in another department or branch of the city shall be transferred to such department without being deemed excess property. All other excess property shall be considered for disposal or conveyance pursuant to the procedures of this article.

(2003 Code, sec. 1.1304)

Sec. 1.08.005. Procedures.

Authorization herein to dispose of excess property is authorization to use reasonable effort to dispose of excess property for the highest price without costing the city more to dispose of such property.

- (1) Salvage or junk property may be utilized as a trade-in on new property of the same general type without further action by the city council. Surplus property may be utilized as a trade-in on new property of the same general type provided that the finance director certifies that the city is receiving fair market value for the trade-in.
- (2) Subject to limitations set out in applicable state law, salvage or junk property constituting scrap, for which undertaking to sell the property under section 1.08.006 would likely result in no bids or a bid price that is less than the city's expenses required for the bid process, may be destroyed or otherwise disposed of as worthless without further action of the city council, or may be offered to a qualifying nonprofit or civic organization upon approval of the city council.
- (3) Subject to limitations set out in applicable state law, surplus property shall be offered for sale as set forth in section 1.08.006 without further action of the city council, or may be offered to a qualifying nonprofit, government, or civic organization upon approval by the city council provided the organization's services to the city are sufficient to authorize such transfer.
- (4) A qualifying nonprofit, government, or civic organization receiving excess property from the city must provide the city with adequate compensation, such as relieving the city of transportation or disposal expenses related to the property.
- (5) Excess property receiving no bids in an auction or competitive bids may be deemed salvage property and may be disposed of in a manner provided in this article.
- (6) Property in the possession of the city police department subject to disposal standards of the Code of Criminal Procedure or other property in any department's possession for which another statute requires specific procedures for disposal shall follow the procedures set forth therein.

(2003 Code, sec. 1.1305; Ordinance 13-069-00, sec. 2, adopted 11/7/13)

Sec. 1.08.006. Method of sale; notice.

Surplus property required to be disposed shall be disposed of, sold, donated, or transferred, as permitted by state law. The city's purchasing agent shall determine the most effective disposal method and venue. Surplus property sold through an approved website shall be offered for sale for a minimum of two weeks. Notice of surplus property sold through competitive bidding shall be included at least once in the official newspaper with the notice being at least 14 days before the sale. Such notice of a bid shall include a general description of the surplus property to be sold, and the date and time after which sealed bids will no longer be accepted.

(Ordinance 13-069-00, sec. 3, adopted 11/7/13)

Sec. 1.08.007. Disposition of proceeds of sale; property exchanged or traded.

Any and all proceeds of the sale shall be deposited in the treasury of the city and accounted for in the financial records of the city. Any excess property exchanged or traded for value shall be added to the appropriate inventory of property of the city.

(2003 Code, sec. 1.130)

Sec. 1.08.008. Restrictions on city employees.

Employees shall be strictly prohibited from purchasing surplus or salvage property from the city or benefiting from the sale, disposal, or transfer of such property. Persons related in the first degree of affinity or consanguinity to an employee may not purchase or have property transferred to them, except for property sold at a competitive bid.

(2003 Code, sec. 1.1308)



EXECUTIVE SUMMARY
5/2/2024

AGENDA SUBJECT:

Approval of the Second Reading of an Ordinance 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), LC-2-B (Local Commercial), GC-2-A (General Commercial), and GC-3-A (General Commercial) and on eight (8) parcels of land approximately 290 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R506005, R485247, R485248, R031575, R392187, R392188, R031534, and R031533; and more commonly known as 14750 Ronald W. Reagan Boulevard, Leander, Williamson County, Texas.

BACKGROUND:

This request is the final step in the zoning process. The Planning & Zoning Commission unanimously recommended denial during the January 25, 2024 meeting. The applicant requested to postpone the case to revise the request to include the commercial portion of the property.

The Planning & Zoning Commission unanimously recommended approval of the request during the March 14, 2024 meeting. After the public hearing, an error was identified in the zoning request. The property along Journey Parkway to the west of the school was shown as residential. This zoning is not in compliance with the Comprehensive Plan or the Development Proposal Review completed by the City Council. The applicant updated the request to include commercial zoning at this location. During the notification process, the newspaper included an incorrect reference to the acreage. A new notification was posted in compliance with the ordinance requirements and Local Government Code. The Planning & Zoning Commission recommended approval during the April 11, 2024 meeting.

HISTORY/TIMELINE:

10/04/2006 – Annexed into the City Limits
05/02/2018 – Annexed into the City Limits
01/25/2024 – Planning & Zoning, 1st Public Hearing (denied)
03/07/2024 – City Council, 2nd Public Hearing & 1st Reading of the Ordinance (postponed by applicant)
03/14/2024 – Planning & Zoning, 1st Public Hearing (approved)
04/04/2024 – City Council, 2nd Public Hearing & 1st Reading of the Ordinance (postponed due to notification error)
04/11/2024 – Planning & Zoning, 1st Public Hearing (approved)
04/18/2024 – City Council, 2nd Public Hearing & 1st Reading of the Ordinance (approved)

APPLICANT/AGENT:

LJA Engineers, Inc (T. Walter Hoysa) on behalf of Burleson Ranches, LTD (Mary Frances Roberts)

RECOMMENDATION:

The City Council reviewed this request during the April 18, 2024 meeting and unanimously recommended approval.

PRESENTER:

Robin M. Griffin, Executive Director of Development Services

Fiscal Impact

N/A

Attachments:

1. CPA-23-0009 & Z-23-0102 Att 1 Planning Analysis - Burleson Roberts Tract
2. CPA-23-0009 & Z-23-0102 Att 2 Current FLUM - Burleson Roberts Tract
3. CPA-23-0009 & Z-23-0102 Att 3 Proposed FLUM - Burleson Roberts Tract
4. CPA-23-0009 & Z-23-0102 Att 4 Current Zoning - Burleson Roberts Tract
5. CPA-23-0009 & Z-23-0102 Att 5 Proposed Zoning - Burleson Roberts Tract
6. CPA-23-0009 & Z-23-0102 Att 6 Aerial Map - Burleson Roberts Tract
7. CPA-23-0009 & Z-23-0102 Att 7 Public Notification - Burleson Roberts Tract
8. CPA-23-0009 & Z-23-0102 Att 8 Letter of Intent - Burleson Roberts Tract
9. CPA-23-0009 & Z-23-0102 Att 9 Neighborhood Outreach 02.05.2024 - Burleson Roberts Tract
10. Z-23-0102 Att 10 Ordinance Zoning - Burleson Roberts Tract
11. CPA-23-0009 & Z-23-0102 Att 11 4.11.2024 P & Z Minutes



PLANNING ANALYSIS

COMPREHENSIVE PLAN CASE CPA-23-0009 ZONING CASE Z-23-0102 BURLESON ROBERTS TRACT

GENERAL INFORMATION

Owner/Agent:	LJA Engineers, Inc (T. Walter Hoysa) on behalf of Burleson Ranches, LTD (Mary Frances Roberts).
Current Zoning:	Interim SFR-1-B (Single-Family Rural) Interim SFR-2-B (Single-Family Rural)
Proposed Zoning:	SFS-2-B (Single-Family Suburban), LC-2-B (Local Commercial), GC-2-A (General Commercial), and GC-3-A (General Commercial)
Current Future Land Use Category:	Multi- Use Corridor
Proposed Future Land Use Category:	Neighborhood Residential
Size and Location:	The property is located at 14750 Ronald W. Reagan Boulevard, including approximately 290 acres.
Staff Contact:	Justin Hunt, Planner

APPLICANT REQUEST

The applicant has submitted a request to change the designated Future Land Use category and zoning district of their property in order to develop a single-family neighborhood with commercial uses along the Ronald W. Reagan Boulevard corridor.

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 zoning change request requires that the Comprehensive Plan Amendment be approved before the approval of the rezoning. A development proposal review was held during the November 16, 2023 City Council Regular Meeting. During the meeting, the Council confirmed that they were not against the applicant submitting a request for review to change the Comprehensive Plan. This item will require two actions to be taken. If the Commission and Council wish to approve the zoning request, they will first need to approve the Comprehensive Plan amendment.

During the January 25, 2024 meeting, the Planning & Zoning Commission unanimously recommended denial. The applicant requested to postpone the case to revise the request. This proposal now includes general commercial uses along the Ronald W. Reagan Boulevard corridor.

The Planning & Zoning Commission unanimously voted to approve this request during the March 14, 2024 meeting. Following the public hearing, an error was identified in the zoning request. The property along Journey Parkway to the west of the school was shown as residential. This zoning is not in compliance with the Comprehensive Plan or the Development Proposal Review completed by the City Council. The applicant updated the request to include commercial zoning at this location. During the notification process, the newspaper included an incorrect reference to the acreage. A new notification was posted in compliance with the ordinance requirements and Local Government Code. The new request shows an updated map with the request of Local Commercial along Journey Parkway in conformance with the Future Land Use category of Multi-Use Corridor.

SITE INFORMATION:

ABUTTING ZONING AND LAND USE:

	ZONING	LAND USE
NORTH	SFR-1-B, SFC-2-A, Journey Bible PUD GC-LO-MF	Elementary School Single-Family Residential Church/Daycare Undeveloped
EAST	SFU-2-A, SFC-2-A	Single-Family Residential
SOUTH	Outside of City Limits	Single-Family Residential
WEST	GC-LC-LO MF-2-B SFT-2-A	Commercial Multi-Family Single-Family Residential

SURROUNDING AREA:

This property is located south of an undeveloped commercial corner at the northeast quadrant of Ronald W. Reagan Boulevard and Journey Parkway. There is a church and daycare north of Journey Parkway. The Catalina Ranch and Barksdale subdivisions are also located north of the subject property. The Pecan Creek subdivision is located east of the property. Reagan Crossing commercial mixed use is located west of the property across Ronald W. Reagan Boulevard along with Leander Junction apartments, and the Lenox Hill townhouse development. The City of Leander city limits are along the south side of the property, with adjacent residential subdivisions outside of our jurisdiction.

PHYSICAL AND NATURAL FEATURES:

A portion of the floodplain extends into the subject area boundary along the east side and a smaller portion at the southwest corner. Development around the floodplain will be evaluated in detail with subsequent construction applications.

The entire site contains significant tree cover and will be subject to the City's tree preservation and mitigation requirements. A creek extends north to south between the proposed commercial uses and the residential uses.

PROPERTY HISTORY:

The parcels adjacent to Ronald W. Reagan Boulevard were annexed into the City of Leander on May 2nd, 2006, with the remaining parcels being annexed on October 4th, 2018.

PREVIOUS ZONING CASES:

There have been no previous zoning cases for this property.

MAJOR CORRIDORS:

This property has access to Ronald W. Reagan Boulevard and Journey Parkway.

TRANSPORTATION PLAN REQUIREMENTS:

STREET	CLASSIFICATION	LAND USE CONTEXT	DESIGN ELEMENTS
Ronald W Reagan Blvd	Existing Arterial (Access Controlled)	Commercial Corridor	400' ROW 10' sidewalk
Journey Pkwy	Existing Arterial	Commercial Corridor	74' ROW Existing 6' sidewalk

Future secondary trails are shown to be on our Parks Master Trail Plan and will be reviewed upon submittal of construction plans.

SUBDIVISIONS:

No subdivision cases have been submitted for this property:

EXISTING UTILITIES:

This property has access to water and wastewater as shown in Figure 1 and Figure 2.



Figure 1 Water line

Figure 2 Wastewater

CURRENT LAND USES:

This property is currently being used as a large residential lot and undeveloped land.

PROPOSED ZONING DISTRICT:**USE COMPONENT****SFS – SINGLE FAMILY SUBURBAN:**

Features: 9,000 sq. ft. lot min.; 1,500 sq. ft. living area min.

Intent: Development of single-family detached dwellings on intermediate suburban standard sized lots and for other compatible and complimentary uses. The purpose of this component is to provide regulations to maintain and protect the City's single-family residences and neighborhoods in areas with intermediate lot sizes.

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.

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.

TYPE 3:

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

Intent:

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

ARCHITECTURAL COMPONENT**TYPE A:**

Features: 5 or more architectural features.

Intent:

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

TYPE B:

Features: 4 or more architectural features.

Intent:

- (1) The Type B architectural component is intended to be utilized for the majority of residential development except that which is intended as a Type A architectural component.
- (2) Combined with appropriate use and site components, this component is intended to help provide for harmonious land use transitions.
- (3) This component may be utilized to raise the building standards and help ensure compatibility for non-residential uses adjacent to property that is more restricted.
- (4) This component is intended for the majority of the LO and LC use components except those meeting the intent of the Type A or C architectural components.

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

- Strategy 1.1: Guide future growth and development following the comprehensive plan to achieve a more balanced, diverse economy.
- Strategy 10.1: Maintain and/or improve affordability and diversity in the housing market.
- Strategy 10.2: Support housing that has well-defined design character, compatibility with adjacent uses, and balanced density.

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 buffer yards are required to ensure compatibility with adjacent Neighborhood Residential. Residential may not exceed 40% of the project.

SFT, TF, CH LO, LC, GC (Along Priority Corridors & Road Intersections with Arterials*), PUD

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.

SFR, SFE, SFS, SFU, SFC, SFL, SFT, TF, CH, NR, PUD

INTERGOVERNMENTAL/INTERDEPARTMENTAL REVIEW:

This proposal was reviewed by all applicable departments within the City of Leander.

SCHEDULE:

DEVELOPMENT MEETING

A development meeting was held with Staff on 08/07/2023. The following changes were made to the project since the development meeting was held:

- The development meeting proposal included 40' to 70' lots, but now only 70' lots are being proposed.
- The Comprehensive Plan Amendment is accompanied with the zoning request.

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

NOTIFICATION

There was a public hearing scheduled for 02/15/2024 which was published in The Hill Country News on 12/28/2023. This was rescheduled for 03/07/2024, and will be renotified.

03/21/2024 - Public Notice on Hill Country News
 03/27/2024 - Mail Notification to Property Owners within 200'
 03/27/2024 - Public Hearing Signage Posted on Property
 04/11/2024 - Planning and Zoning Commission Public Hearing
 04/18/2024 - City Council Public Hearing & First Reading of the Ordinance
 05/02/2024 - City Council Second & Final Reading of the Ordinance

Previous Dates:

02/22/2024 - Public Notice on Hill Country News
 02/28/2024 - Mail Notification to Property Owners within 200'
 02/28/2024 - Public Hearing Signage Posted on Property
 03/14/2024 - Planning and Zoning Commission Public Hearing
 04/04/2024 - City Council Public Hearing & First Reading of the Ordinance

12/28/2023 - Public Notice on Hill Country News
 01/10/2024 - Mail Notification to Property Owners within 200'
 01/10/2024 - Public Hearing Signage Posted on Property
 01/25/2024 - 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 neighborhood meeting was held at 6pm on November 27th at Stiles Middle School. Below is a list of comments/concerns that were discussed during the meeting:

- Interest in connections to Ronald W. Reagan Boulevard and new stop lights.
- Alleviate cut-through traffic through existing neighborhoods.
- Concerns about future capacity levels to Stiles Middle School.
- Buffers between existing neighborhoods.
- Increased traffic issues along New Hope due to this development and future development including Perfect Game.
- Drainage concerns in the existing neighborhoods and the impact.
- The single-family residents to the north are in support of a less intense use than commercial development.

The following changes were made to address issues discussed.

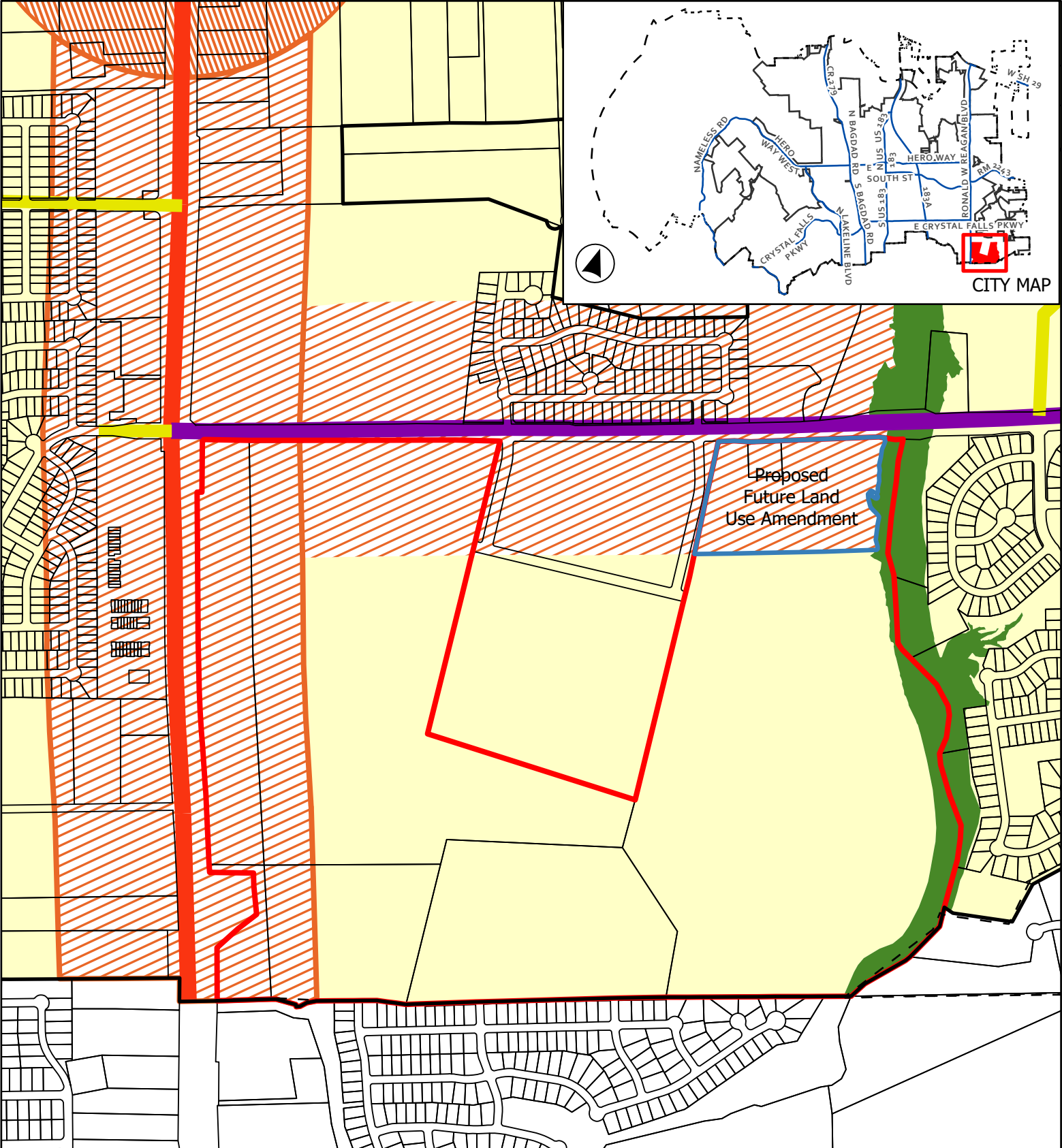
- No changes have been made to the request, but the developer will demonstrate how many of their concerns would be mitigated.

A second neighborhood meeting was held at 6:30 pm on February 5, 2024 at the Mason Homestead. No additional concerns were listed by the applicant.

Please see the full report from the applicant attached.

APPROVAL CRITERIA:

Staff supports the request based on the adjacent land uses of residential and the school towards the east on Journey Parkway and topography limitations for commercial development on the site. Staff has recognized that commercial development is trending more towards the Ronald W. Reagan Boulevard and residential as you move east on Journey Parkway. In addition, the proposal of 70' lots is consistent with Ordinance 22-031-00 Water Resolution, which prioritizes low density uses components Single-Family Rural, Single-Family Estate, and Single-Family Suburban. Although, the General Commercial component is not intended to be abutting residential uses, the creek will act as a buffer and limit the accessibility to the neighborhood. The Local Commercial and General Commercial use is compatible with and meets the intent of the Future Land Use Map for the Multi-Use Corridor. Staff recommends approval of the case.



CASE: CPA-23-0009
& Z-23-0102

ATTACHMENT 2

BURLESON-ROBERTS TRACT

Future Land Use Map



0 365 730

Feet

- Leander City Limits
- ETJ Boundary
- Subject Boundary
- CPA Amendment

Future Land Use

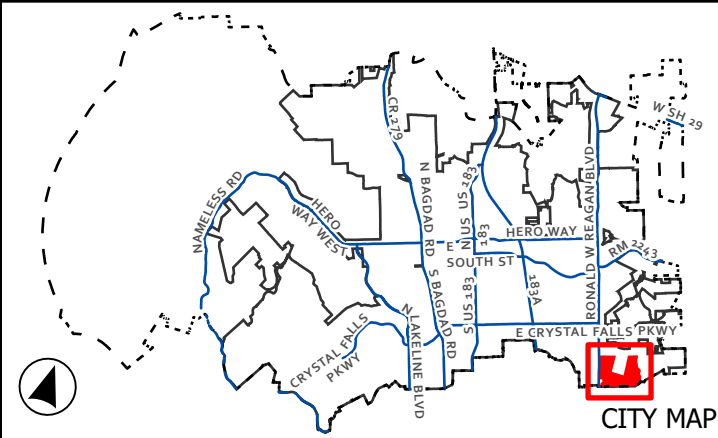
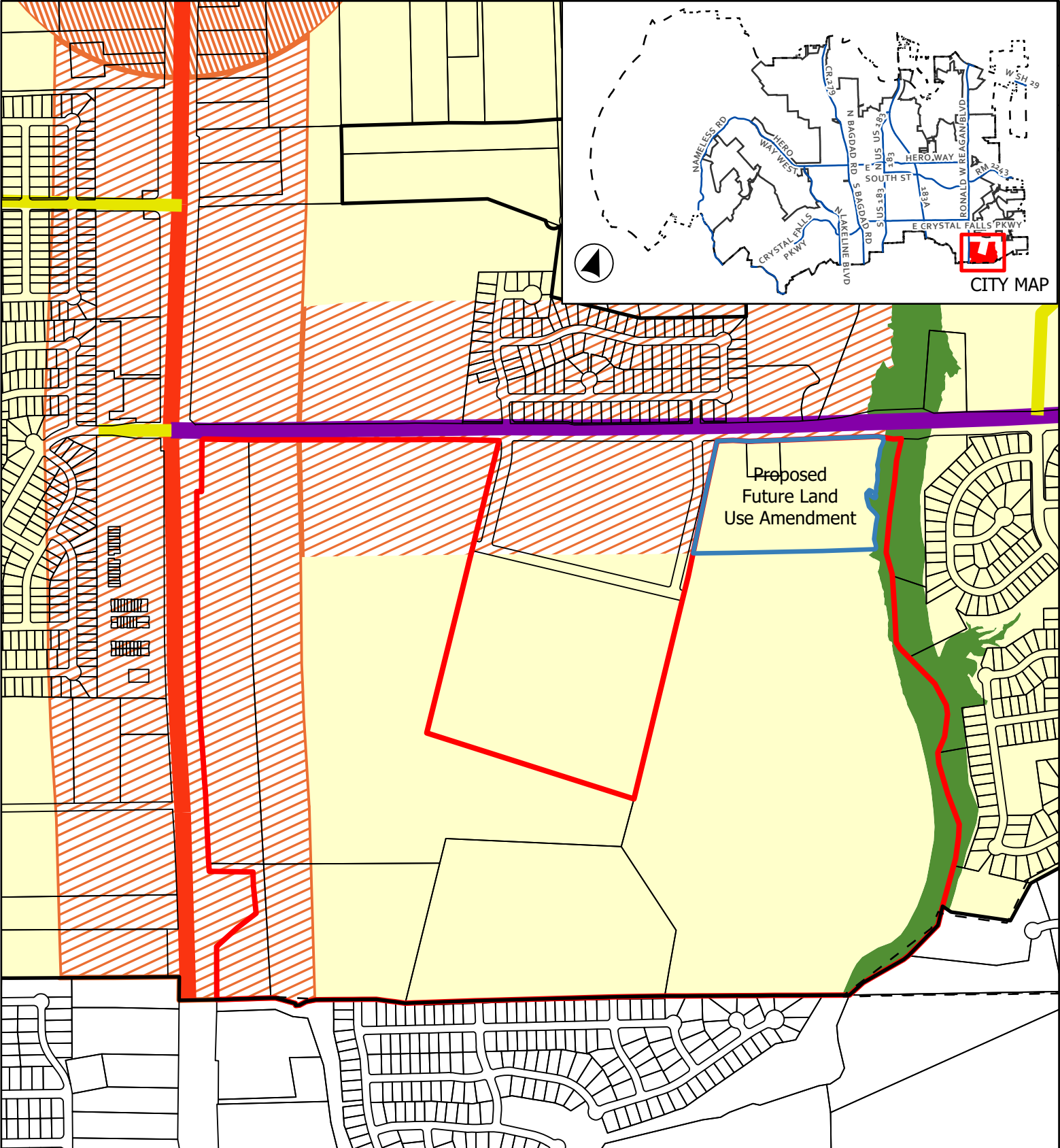
- Neighborhood Residential
- Multi-Use Corridor

- Multi-Use Corridor - Priority Corridor
- Neighborhood Center - Priority Corridor
- Greenway

Thoroughfare Plan

- Access Controlled, Existing
- Arterial 4 Lane, Existing
- Collector, Existing

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: CPA-23-0009 **ATTACHMENT 3** **BURLESON-ROBERTS TRACT**
& Z-23-0102

Proposed Future Land Use Map

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0
365
730

Feet

Future Land Use

-  Greenway
-  Multi-Use Corridor

Thoroughfare Plan

-  Access Controlled, Existing
-  Arterial 4 Lane, Existing
-  Collector, Existing

 Leander City Limits

 ETJ Boundary

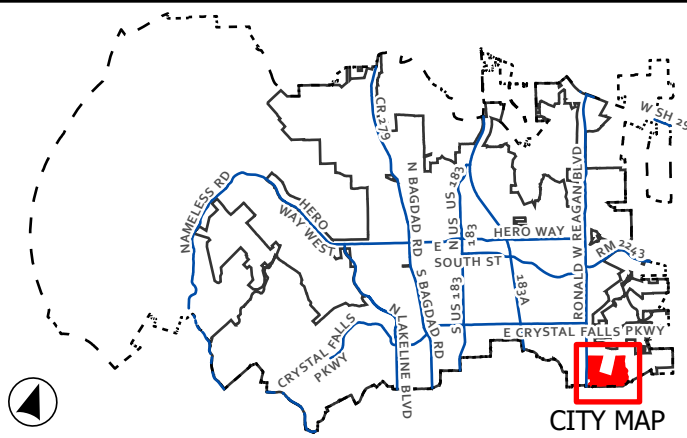
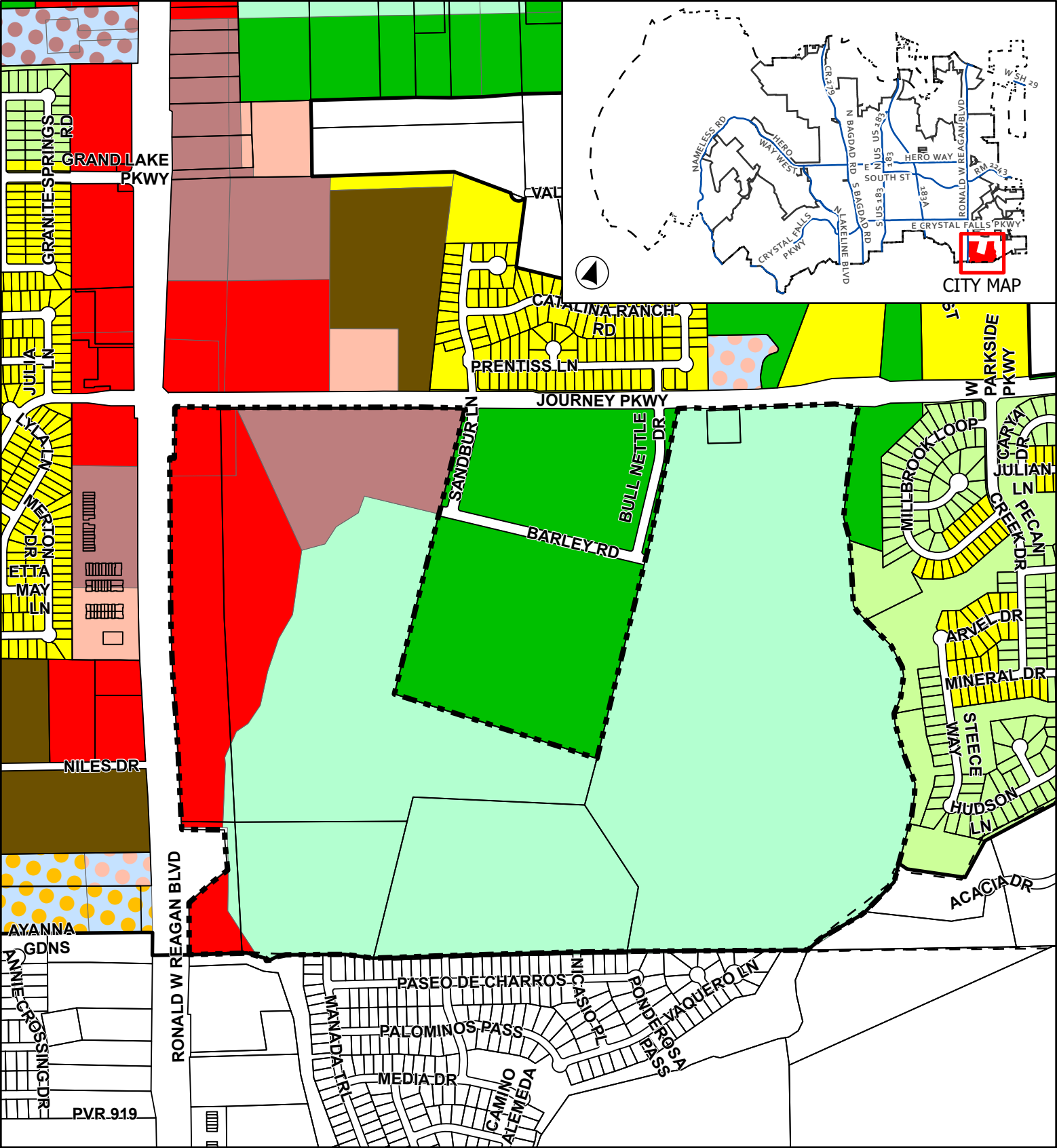
 Subject Boundary

 CPA Amendment

 Multi-Use Corridor - Priority Corridor

 Neighborhood Center - Priority Corridor

 Neighborhood Residential



CASE: CPA-23-0009 & Z-23-0102 ATTACHMENT 5 BURLESON ROBERTS TRACT

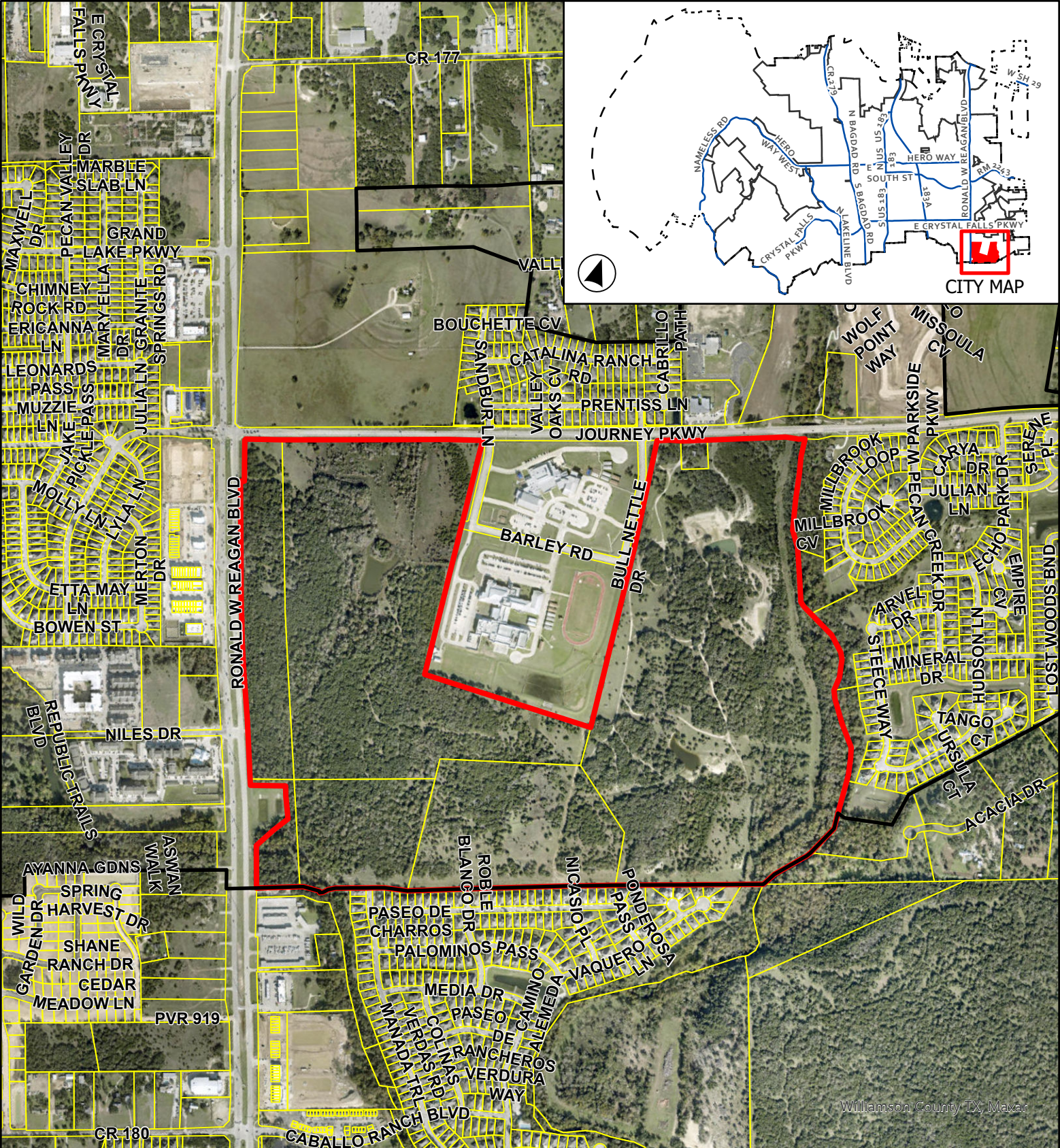
Proposed Zoning

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

- | | | |
|--------------------------------|-----------------------------|-------------------------|
| Leander City Limits | SFU - Single-Family Urban | GC - General Commercial |
| Extra-Territorial Jurisdiction | SFC - Single-Family Compact | PUD - Townhomes |
| Subject Boundary | MF - Multi-Family | PUD - Local Office |
| SFR - Single-Family Rural | LO - Local Office | PUD - Local Commercial |
| SFS - Single-Family Suburban | LC - Local Commercial | |



0 295 590 Feet



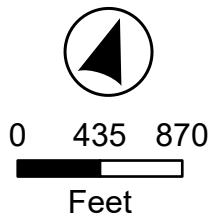
CASE: CPA-23-0009
& Z-23-0102

ATTACHMENT 6

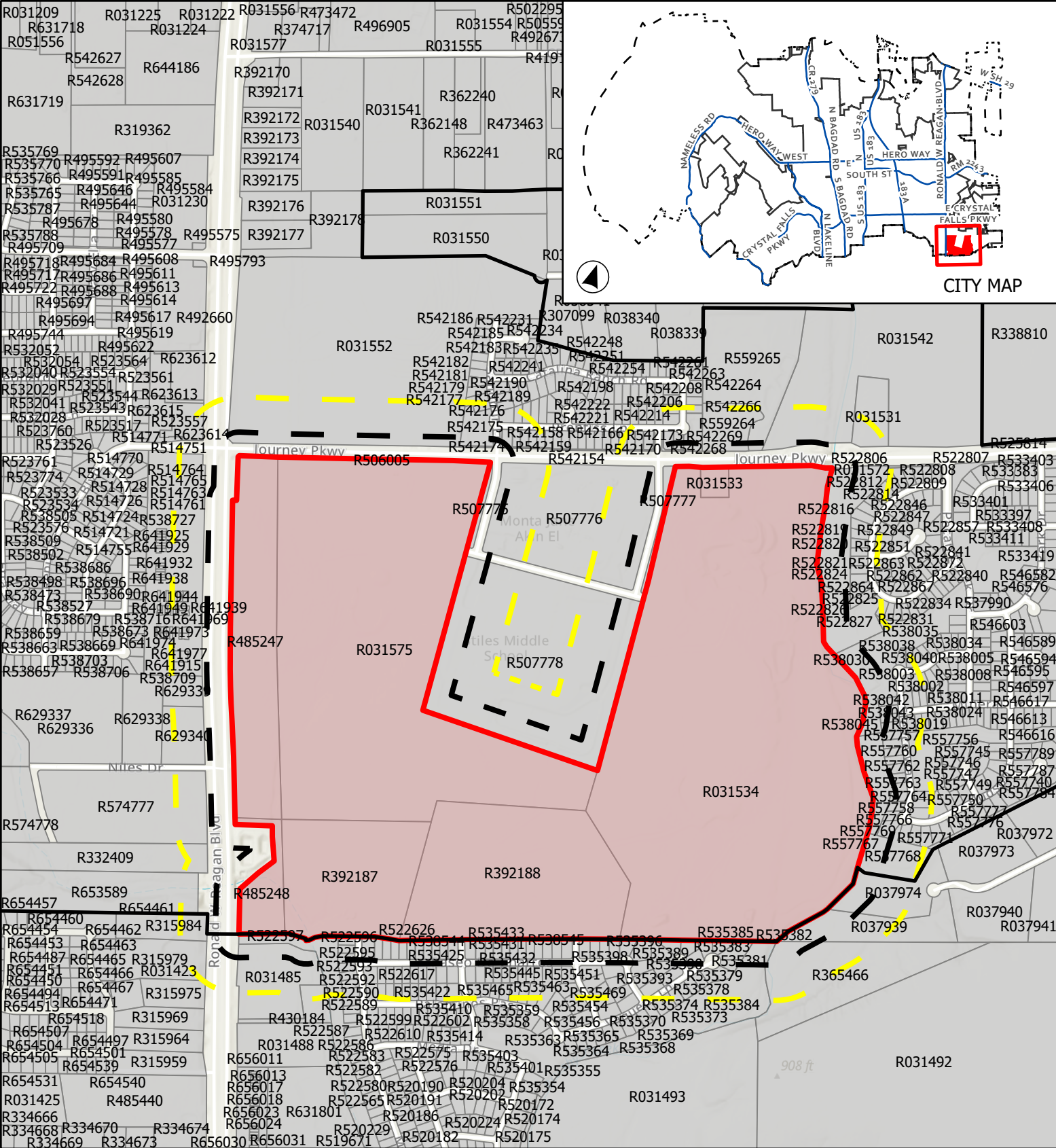
BURLESON ROBERTS TRACT

Aerial Map

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- Leander City Limits
- Subject Boundary



**CASE: CPA-23-0009
& Z-23-0102**

ATTACHMENT 7

BURLESON ROBERTS TRACT

Location Map

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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 – Zoning Change (Amendment to original request)
Letter of Intent – Z-23-0102
LJA Project #A140-0422

Dear Robin:

The Burleson Roberts tract is located on approximately 290 acres at the southeast corner of Journey Parkway and Ronald Reagan Boulevard within the city limits of the City of Leander. A Development Proposal was recently completed and the Leander City Council expressed a willingness to allow removal of approximately 16 acres of Multi-Use corridor from the Future Land Use Map along the frontage of Journey Parkway at the east end of the property. A FLUM change request has been submitted under separate cover as case CPA-23-0009.

The property is currently zoned Single Family Rural (SFR-1-B). The zoning change request proposes to change approximately 234 acres from SFR-1-B to Single Family Suburban – SFS 2-B. Approximately 4 acres at the hard corner of Journey Parkway and Ronald W Reagan Boulevard is proposed to be zoned GC-3-A. The balance of the area, approximately 50.7 acres, is proposed to be zoned GC-2-A.

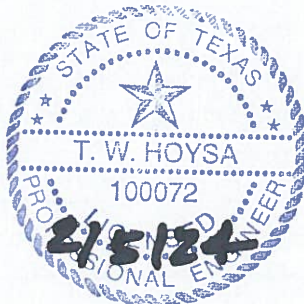
The case was originally heard at the Planning and Zoning Commission meeting on January 25, 2024. The Planning and Zoning Commission expressed reservations about allowing the case to proceed without zoning of the entirety of the tract. The above proposed zoning scheme includes the entire tract, is intended to meet the intent of the current water conservation ordinance, and is in conformance with the FLUM as proposed to be amended under CPA-23-0009.

Please find maps, executed applications, and fee estimates attached for further City review of this proposed Zoning change. Please let us know if you have any questions or require additional information. Thank you.

Very Truly Yours,
LJA ENGINEERING, INC.



T. Walter Hoysa, P.E.
Vice President



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.

On January 31, 2024, letters were hand-delivered to all residential property owners within 500 ft. of the property by the developer.

Attached is a map illustrating the parcels that were notified, along with the letter that was distributed.

We held a neighborhood meeting held at 6:30 pm on February 5th, 2024 at the Mason Homestead 1101 S Bagdad.

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.

The HOAs to the East and the North of the Property were notified via email, (Pecan Creek and Catalina Ranch) and all residential property owners within 500 ft.

were notified via hand-delivered notices. Attached is a list including the names and addresses of the individuals notified.

3. What concerns were raised during these communications?

•Requested additional coordination on traffic issues with City of Cedar Park (both during construction and design)

•Potential for an (delete significant) increase in cut-through traffic for Cedar Park residents located to the south in Caballo Ranch; however, residents located in communities along Journey Parkway were excited about the development in regards to the school connectivity and how it will

•Interest in connections to Ronald Reagan (and stoplights) that would alleviate cut-through traffic in Caballo Ranch.

•Caballo Ranch homeowners wish to see a buffer between their homes and the future development. Please note that they are not aware of a 30' to 67' setback that will be in place due to a WW easement, which we believe is more than enough of an adequate buffer.

•Concerns around the future capacity of the Elementary and Middle School with the new development. We cannot comment on behalf of LISD, but please note that the less dense zoning of SFS compared to the nearby SFC zoning will mitigate the impact to the schools. Additionally,

•Perfect Game's development and increased potential for traffic issues along New Hope Dr., and Construction noise and traffic during the development

•Concerns about how drainage could impact Caballo Ranch. We communicated to them that a full drainage study would be completed and the project would be Engineered appropriately to not increase any drainage onto their property

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

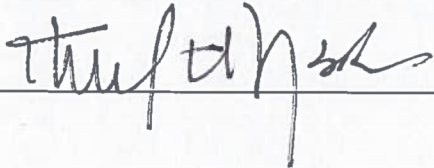
No specific modifications were made to the zoning request, but the developer highlighted how further design and study would demonstrate how

many of their concerns would be mitigated Overall the neighbors did not have any concerns around the actual zoning we are requesting, but the primary concern was made from the southern property owners in regards to cut through traffic to the school.

However, the neighbors to the north were in support of the future roads from Ronald Reagan to the schools as it would mitigate traffic on Journey. Lastly, the neighbors recognized that the proposed less intense residential zoning category substantially dampens the the overall effect of the concerns they raised and the positive impact that larger lot sizes would have on their property values.

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

Signature: _____



Date: _____

2/6/2024

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING EIGHT (8) PARCELS OF LAND FROM INTERIM SFR-1-B (SINGLE-FAMILY RURAL) AND INTERIM SFR-2-B (SINGLE-FAMILY RURAL) TO SFS-2-B (SINGLE-FAMILY SUBURBAN), LC-2-B (LOCAL COMMERCIAL), GC-2-A (GENERAL COMMERCIAL), AND GC-3-A (GENERAL COMMERCIAL); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

SECTION 3. Applicability. This ordinance applies to the following parcels of land, which is herein referred to as the "Property". Those certain parcels of land being 290 acres $\pm$; being more particularly described in Exhibit "A"; more commonly known as 14750 Ronald W. Reagan Blvd.; identified by Williamson Central Appraisal District tax identification numbers R506005, R485247, R485248, R031575, R392187, R392188, R031534, and R031533; more particularly described in Instrument Numbers 2012107179, 2013065089, and 2013049911; recorded in the Official Public Records of Williamson County, Texas.

SECTION 4. Property Rezoned. The Zoning Ordinance is hereby amended by changing the zoning district for the Property from Interim SFR-1-B (Single-Family Rural) and Interim SFR-2-B (Single-Family Rural) to SFS-2-B (Single-Family Suburban), LC-2-B (Local Commercial),

GC-2-A (General Commercial), and GC-3-A (General Commercial) as shown in Exhibit “A”.

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

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

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

PASSED AND APPROVED on First Reading this the 18th day of April, 2024.
FINALLY PASSED AND APPROVED on this the 2nd day of May, 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, April 11, 2024
Regular Meeting at 6:00 PM



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

**Place 5 – James Oliver, Vice Chair
Place 6 – Laura Lantrip, Chair
Place 7 – Scott Calame
Staff Liaison – Robin Griffin**

REGULAR MEETING

1. Call to Order. at 6:00 p.m.
2. Roll Call. All commissioners present except Commissioner Deirdre Moss.
3. Director's report to the Planning & Zoning Commission on action taken by City Council on the April 4, 2024 meeting.
4. Review of meeting protocol.
5. Public comments on items not listed in the agenda.

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

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

No one wished to speak.

CONSENT AGENDA: ACTION

Motion: To approve Consent Agenda Items 6 & 7.

By: Ron May

Seconded: Scott Calame

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

No: None

Abstain: None

6. Approval of the extension of the completion date for Subdivision Case PICP-21-0032 Blockhouse Creek Farm - Leander Public Improvement Construction Plans; more particularly described by Williamson Central Appraisal District Parcels R629336, R629338, and R629340, generally located at along Niles Drive, west of Ronald W. Reagan Boulevard, Leander, Williamson County, Texas.

7. Approval of the minutes for meeting held on March 28, 2024.

PUBLIC HEARING: ACTION

8. Conduct a Public Hearing 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), LC-2-B (Local Commercial), GC-2-A (General Commercial), and GC-3-A (General Commercial) and on eight (8) parcels of land approximately 290 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R506005, R485247, R485248, R031575, R392187, R392188, R031534, and R031533; and more commonly known as 14750 Ronald W. Reagan Blvd., Leander, Williamson County, Texas.

Motion: To approve Zoning request Z-23-0102

By: Laura Lantrip

Seconded: Scott Calame

Yes: John Cosgrove, Ron May, Laura Lantrip, Scott Calame

No: Donnie Mahan, James Oliver

Abstain: None

REGULAR AGENDA

9. Adjournment at 6:10 p.m.

APPROVED

CHAIR

ATTEST:

STAFF LIAISON



EXECUTIVE SUMMARY
5/2/2024

AGENDA SUBJECT:

Approval of Development Agreement Case DA-23-0009 regarding the Leander Estates development on three (3) parcels of land approximately 210.6 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R560185 and R560184; and Travis Central Appraisal District Parcel 905245; generally located at the north west corner of CR 280 and the future extension of Lakeline Boulevard, Leander, Williamson and Travis Counties, Texas.

BACKGROUND:

The Developer is proposing a large lot single-family development in the northwest quadrant of the City. This project includes 171 single-family lots served by septic systems and city water. The City sees a need to oversize the required waterline located along the perimeter of the property to serve this property as well as the surrounding area. This agreement establishes reimbursement payments for the oversizing of the line through water impact fees payment.

This agreement also establishes the developer's responsibility associated with the repair of CR 280 as well as a roadway adequacy payment for improvements in the amount of \$50,000. They are also responsible roadway impact fees.

HISTORY/TIMELINE:

APPLICANT/AGENT:

Leander 210, LLC (Eric C. Vann).

RECOMMENDATION:

Staff recommends approval.

PRESENTER:

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

Fiscal Impact

N/A

Attachments:

1. Leanders Estates DA
2. DA-23-0009 Leander Estates - Location Map

DEVELOPMENT AND COST PARTICIPATION AGREEMENT FOR PUBLIC IMPROVEMENTS FOR LEANDER ESTATES SUBDIVISION

This Development and Cost Participation Agreement for Public Improvements for the Leander Estates Subdivision (the “Agreement”) is made, entered into, and effective as of the ____ day of _____, 2024 (the “Effective Date”) by the **City of Leander, Texas**, a Texas home-rule city (the “City”), and **Leander 210, LLC**, a Texas limited liability company (the “Developer”). The City and the Developer are herein referred to together as the “Parties”.

Recitals

Whereas, the Developer is constructing public improvements, including an offsite waterline, internal waterlines, related water infrastructure, drainage infrastructure, and internal subdivision streets, that will be dedicated to the City for ownership, maintenance and operation after completion of the public improvements in accordance with the City’s regulations (the “Public Improvements”) in connection with the development of Leander Estates Subdivision which is being developed for 171 single-family residential units (the “Development”) located on that certain tract of land described in **Exhibit A** and attached hereto and incorporated herein for all purposes (the “Property”);

Whereas, the Developer is required to construct an eight inch (8”) waterline to serve the Development;

Whereas, the City desires to contract with the Developer to oversize the waterline to a sixteen inch (16”) waterline and to pay the cost of oversizing the eight inch (8”) waterline as provided in this Agreement;

Whereas, the City and Developer desire to establish the payment of roadway impact fees and a roadway adequacy payment relating to the Development; and

Whereas, this contract is made pursuant to Subchapter C, Texas Local Government Code;

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the parties hereto agree as follows:

Article I. Recitals; Consideration

1.01 Recitals. The foregoing recitals are incorporated herein and made a part of this Agreement for all purposes.

1.02 Consideration. The benefits to the Parties, being the mutual promises expressed herein, are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by both Parties.

Article II. Water Line Project

2.01 Water Line Project. The water line project consists of the construction, installation, and extension of approximately 2,874 linear feet of water line, oversized from eight inches (8”) to sixteen inches (16”) in diameter, along the routes approved by the City and generally shown in **Exhibit B** (the “Water Line Project”). For the sake of clarity, the CR 280 portion of the Water Line Project will be constructed during Phase 1 construction and the Lakeline portion of the Water Line Project will be constructed during Phase 2 construction, as more particularly described on **Exhibit B**. The Water Line shall be referred to as the “Project” or the “Water Line Project”, and shall also include the water line, encasement, and those facilities and equipment required for the water line to function efficiently, to provide service to the Property, and to comply with all applicable state and local rules, regulations and standards, the construction plans approved by the City (the “Construction Plans”), and good design and engineering practices. In the event of a conflict

between the description of the Water Line Project in this Agreement and the Construction Plans, the Construction Plans shall control.

2.02 Timely Completion. The Developer shall complete and obtain City acceptance of each portion of the Project within the timeframe required for completion and acceptance of subdivision improvements by the City's subdivision regulations. No final plat of land of Phase 1 or Phase 2 of the Property will be recorded until the corresponding portion of the Project for each phase is completed by the Developer and accepted by the City or the Developer posts with the City fiscal surety that complies with the City's subdivision regulations to guarantee completion of the Project. The Project shall be designed and constructed in accordance with the approved Construction Plans, this Agreement, applicable local, state, and federal regulations, and good design and engineering practices.

Article III. Project Engineer; Contract for the Project

3.01 Bidding the Project. The City shall participate in the cost of constructing the Project under Subchapter C, Chapter 212, Texas Local Government Code, and as provided in this Agreement. Developer shall enter into a contract for construction of the Public Improvements, which shall include the Project. Prior to entering such contract, the Developer shall solicit private bids for the Water Line Project based on the City Engineer approved design, plans and specifications, and recommend the lowest qualified bidder/contractor to the City. Prior to bidding the Project, the Developer shall provide the City Engineer with a copy of the documents soliciting bids. The City Engineer will review the description of the Project for compliance with this Agreement. The Developer shall make any changes to the bid documents reasonably required by the City Engineer. The Project private bids will be stated or quoted as follows: The bids for the Water Line Project shall be solicited with an alternate bid being required for an eight inch (8") water line ("Alternate #1") and a sixteen inch (16") water line ("Alternate #2"), together with all equipment and related facilities and structures shown on the City approved plans and specifications for the Water Line Project. The bids for the Water Line Project shall also solicit alternative bids for the use of PVC pipe and ductile iron for each Alternate #1 and Alternate #2. The decision to use PVC or ductile iron for the Water Line Project will be made by the City Engineer based on the City Engineers professional opinion and the specifications and plans. Materials shall be chosen based on the best value available at the time of bid. The responsive bids must clearly demonstrate the amount bid for the Water Line Project separate from the Public Improvements and any other improvements included in the contract.

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

3.03 Payment and Performance Bonds Required. The Developer shall execute payment and performance bonds to ensure completion of the Project and payment of subcontractors. The bonds shall be for the full cost of constructing the Project as reflected in the bids approved by the City, shall be in a form acceptable to the City, and shall comply with Chapter 2253, Texas Government Code. The Developer shall provide original, sealed, and complete copies of the executed bonds prior to the commencement of work. Copies of the bonds shall be incorporated herein by reference as a part of this Agreement. The bonds shall

comply with and be governed by the City's ordinances that govern fiscal security for subdivision improvements.

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

Article IV. Cost of the Project; Reimbursable Costs

4.01 Project Facilities Costs and Expenses. Developer shall contract for, fund and pay for the design, bidding, contract negotiation, installation and construction of the Project and shall be entitled to payment for a portion of the Project, as provided in Article VI below, of one hundred percent (100%) of the Reimbursable Costs (defined in Section 4.02 below) from the City, based on the oversizing of the Project, subject to the provisions and limitations set forth in this Agreement. The Developer shall not receive any rebate, payment, or contribution from the City for any part or portion of any amenity or improvement required to be constructed within the Property, unless otherwise noted in this Agreement, except that that Developer shall receive payment from the City of the Reimbursable Costs as provided for herein.

4.02 Reimbursable Costs. The "Reimbursable Costs" for the Project shall be the algebraic difference between the dollar amount of the approved bid for Alternate #1 and the dollar amount of the approved bid for Alternate #2. In the event that the City Council approves the bid for the oversizing of the Project (Alternate #2), the City Council will make a specific finding to define the specific amount of the Reimbursable Costs at the same City Council meeting. The anticipated Reimbursable Costs are expected to be approximately \$250,540. In the event that the City Council approves the bid for the oversizing of the Water Line Project (Alternate #2), the City Council will make a specific finding to define the specific amount of the Reimbursable Costs at the same City Council meeting, which shall not exceed 30% of the costs of the Public Improvements.

4.03 Project Cost Overruns. To the extent the actual costs of the Project exceed the costs included in the bids approved by the City under Article III of this Agreement, the Developer may request that the City Engineer review all invoices, change orders, pay applications, receipts, and/or other relevant documentation relating to the actual costs for the Project. The City Engineer will review all documentation relating to the increased costs of the Project within thirty (30) days of the Developer's request. Upon the approval of the increased actual costs of the Project by the City Engineer, the City Council will consider an item at the next regularly scheduled City Council meeting to amend the total amount of the Reimbursable Costs for the Project to account for increased costs relating to the Project. If the total amount of Reimbursable Costs is amended, the City will adjust the payment of Impact Fee Rebates accordingly, as described in Article VI of this Agreement.

Article V. Roadway Improvements; Roadway Impact Fees.

5.01 Roadway Improvements; Roadway Impact Fees; Roadway Adequacy Payment. Developer shall be responsible for designing, constructing, and installing improvements to County Road 280 ("CR 280 Project"), starting on the west side of the most westerly entrance of Hilltop Ranch to the western property line of Leander Estates, as outlined in the Transportation Master Plan, and covering approximately 1,405 feet of roadway. Roadway improvements for CR 280 shall be limited to widening and overlaying the existing roadway to a total width of twenty-two feet (22') based on design recommendations from a developer-provided geotechnical report for CR 280. Improvements will include widening of the road section within the existing and proposed dedicated Leander Estates right-of-way to accommodate new pavement width, side slopes and associated drainage and ditches. The edge of existing asphalt will be cut to provide a clean surface for the additional pavement. The pavement section for the widening will be designed based on geotechnical conditions and engineering recommendations done for CR 280, but will consist of a minimum of a 14-inch crushed limestone base or will consist of a minimum of 8-inch black base course. A 1.5-inch asphalt overlay will extend the length of the project and across the entire width of

the road surface. The Developer shall not provide roadway stripping. Additionally, the Developer will repair portions of CR 280 that have been damaged due to construction traffic and agrees to cooperate with the developers of Hilltop Ranch for the full repair of CR 280 from the western property line of the Property to Council Springs. The sections of CR 280 to be improved are generally shown in **Exhibit "C"**. The improvements described in this subsection shall be constructed in accordance with construction plans approved by the City, and applicable local, state, and federal regulations. No final plat of land out of the Property will be recorded until the improvements described by this subsection are completed by the Developer and accepted by the City or the Developer posts with the City fiscal surety that complies with the City's subdivision regulations to guarantee completion of the said improvements. For the sake of clarity, the Developer is also required to undertake the construction of all internal subdivision streets in the Development in accordance with all applicable City rules and regulations.

The Developer agrees to undertake and/or cause to be undertaken the payment of all applicable Roadway Impact Fees applicable to the development of the Property, based upon the Roadway Impact Fee Ordinance that will be applicable at the time of the recording of the first plat of the Development. Such Roadway Impact Fees will be paid by the Developer, or caused to be undertaken by the Developer, in accordance with the standards contained in the aforementioned Roadway Impact Fee Ordinance and Section 6.07 of this Agreement.

Additionally, the Parties agree that the Developer will undertake, and the City Engineer hereby approves, the payment of a Roadway Adequacy Payment of \$50,000.00 in satisfaction of the requirements of Subsection 10.03.003(c)(5) of the City Code. The Parties agree that such payment will fully satisfy all City requirements relating to all Roadway Adequacy standards relating to the development of the Property, including such considerations as they apply to CR 280 and Lakeline Boulevard. Payment of the Roadway Adequacy Payment will be made in two installments. The first installment of \$25,000.00 of the Roadway Adequacy Payment will be paid to the City by the Developer prior to Phase 1 final plat approval and the second installment of \$25,000.00 of the Roadway Adequacy Payment will be paid to the City by the Developer prior to Phase 2 final plat approval.

The City confirms that no additional fees relating to roads, beyond the payment of the Road Impact Fees and Road Adequacy Payment as contemplated herein, will be assessed and/or collected relating to the development of the Property.

Developer also agrees to dedicate all necessary right-of-way relating to the eventual construction of Lakeline Boulevard adjacent to the Property and any necessary right-of-way required for the eventual improvement and/or expansion of CR 280 adjacent to the Property.

To confirm, the parties agree that the Developer will be required to undertake the CR 280 roadway improvements, as described herein, as well as the construction of all internal subdivision streets in the Development. Developer will have no additional obligation to undertake any additional roadway improvements in connection with the development of the Property. However, Developer will pay, or cause to be paid, the Roadway Impact Fees and Roadway Adequacy Payment relating to the Property, as contemplated in this Agreement. To the extent the language of this Article conflicts with any filings that the Developer has undertaken with the City, the parties agree that the language in this Agreement shall control.

Article VI. Additional Agreements and Performance

6.01 The City hereby agrees:

- (a) to coordinate with the Project Engineer on specific design requirements and specifications; and to review, approve, and sign the plans and specifications for the Project in a timely manner, as appropriate;

- (b) to review and approve the plans, specifications and bids for construction of the Project as obtained for and on behalf of the City by Engineer and Developer, as appropriate;
- (c) during the course of the Project, to perform all inspections of the Project in a timely manner; and to approve the Project in a timely manner if constructed in accordance with the City approved plans and specifications; and
- (d) after completion and final acceptance by the City of the Water Line Project and CR 280 Project, as constructed, to accept the Project as part of the City's water utility system.

6.02 Developer hereby agrees:

- (a) to contract with the Project Engineer for the design, preparation of the plans and specifications, and the provision of the services anticipated to be performed by the Project Engineer for the Project pursuant to and in compliance with Articles III;
- (b) to review and approve the plans and specifications for the Water Line Project and CR 280 Project (including the estimated cost of the Project), identify any errors, defects or insufficiencies, and to advise the City Engineer as to any perceived error, defect or insufficiency prior to approving any such plans and specifications;
- (c) to work and coordinate with the City, and to assure the improvements constituting the Project are eligible for funding with capital impact fees pursuant to the City's capital impact fee ordinance, and all other applicable City ordinances, prior to the execution of any contract for construction;
- (d) to enter into a contract with an appropriate contractor approved by the City pursuant to bids approved by the City Council and Developer for construction of the Water Line Project and CR 280 Project;
- (e) that any construction or development within the Property shall comply with the City's standards, rules, regulations and ordinances, or better; and
- (f) to pay to the City all fees and charges provided for or established by the codes, ordinances, rules and regulations of the City, as amended from time to time, for or with respect to the development of the Property, including, but not limited to, zoning and subdivision application and inspection fees, building permit fees, water and wastewater tap and use fees and capital recovery/impact fees except as otherwise provided by this Agreement.

6.03 Payment of Water Impact Fees. Developer, its grantees, successors, assigns, and subsequent purchasers of any portion of the Property, agree that each lot, tract, parcel or building site within the Property that will be provided water service by the City shall be required to pay the City's water impact fee (the "Water Impact Fee"), established pursuant to Chapter 395 of the Texas Local Government Code, in the amount that is established by the City Capital Improvements Plan and City ordinance, as amended, pursuant to applicable state law. The Water Impact Fee shall be payable with respect to a lot, tract, parcel, or building site at the time the building permit for each building or structure is applied for or, if no building permit is required, then upon the first to occur of the following: (a) the date construction of the building or structure is first commenced, (b) the date an application is made to the City for a water connection to serve the building or structure, or (c) the date water service is requested for the lot, tract or parcel of land. For the avoidance of any doubt, it is the expectation of the parties that each Water Impact Fee will be paid by homebuilders, as subsequent purchasers of individual lots, at the time of application of each building permit.

6.04 Water Impact Fee Reimbursements. Subject to the terms, conditions and limitations of this

Agreement, during the Term of this Agreement, Developer shall receive a rebate of one hundred percent (100%) of the Water Impact Fees paid to the City for connections to the City water utility system (the “Water Impact Fee Rebates”) within: (i) the Property; and (ii) within land or developments that connect to the Project by a direct connection or by a water line that is not listed and included in the City capital improvements plan and ordinance that establishes the Water Impact Fees (the “Water Impact Fee Collection Area”). The Water Impact Fee Rebates will terminate on the earlier to occur of: (i) Developer receiving Water Impact Fee Rebates, or a combination of Water Impact Fee Rebates and one or more payments from the City equal to the Reimbursable Costs; (ii) the expiration of this Agreement; or (iii) the termination of this Agreement by reason of a Developer default. The City may at any time, in its sole discretion, pay the Developer the balance of the Reimbursable Costs from any source of funds available to the City in one or more lump sum payments. The City may suspend payment of Water Impact Fee Rebates if Developer is in default of this Agreement until such time that Developer cures the default.

6.05 Escrow Account. Commencing on the Effective Date and continuing until the Water Impact Fee Rebates are terminated pursuant to this Agreement, the City will maintain a separate escrow account for the Water Impact Fees (the “Escrow Account”). The City will deposit into the Escrow Account one hundred percent (100%) of the Water Impact Fees paid to and received by the City for connections listed in this Article. The Escrow Account will be held by the City and the Water Impact Fee Rebates paid out to Developer as provided in this Agreement, Payments of Water Impact Fee Rebates to Developer shall begin after Developer completes and obtains City acceptance of the Project.

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

6.07 Payment of Roadway Impact Fees. As described in Section 5.01, Developer, its grantees, successors, assigns, and subsequent purchasers of any portion of the Property, agree that each lot, tract, parcel or building site within the Property that will be provided water service by the City shall be required to pay the City’s roadway impact fee (the “Roadway Impact Fee”), established pursuant to Chapter 395 of the Texas Local Government Code, in the amount that is established by the City Capital Improvements Plan and City ordinance, as amended, pursuant to applicable state law. The Roadway Impact Fee shall be payable with respect to a lot, tract, parcel, or building site at the time the building permit for each building or structure is applied for or, if no building permit is required, then upon the first to occur of the following: (a) the date construction of the building or structure is first commenced, or (b) the date an application is made to the City for a building permit. For the avoidance of any doubt, it is the expectation of the parties that each Roadway Impact Fee will be paid by homebuilders, as subsequent purchasers of individual lots, at the time of application of each building permit or as otherwise described in this section.

Article VII. Miscellaneous Provisions

7.01 Assignment of Commitments and Obligations. Developer's rights and obligations under this Agreement may be assigned by Developer to: (i) one (1) or more purchasers of all or part of the Property, and/or (ii) Developer's lender/mortgagee financing construction of the Development and/or Project as collateral for any loan made by such lender/mortgagee; 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; provided, further, (i) Developer shall not be required to commence the Project until the City provides approval of any assignment of this Agreement to Developer's lender/mortgagee, and (ii) the City shall promptly execute an instrument, prepared by and in a form and substance reasonably satisfactory to the City and to Developer's lender/mortgagee, consenting to and approving of the assignment of this Agreement to Developer's lender/mortgagee as collateral, such consent and approval not to be unreasonably withheld, conditioned, or delayed by the City.

7.02 Term; Termination.

- (a) This Agreement shall terminate upon the later to occur of: 1) the City paying the Developer all of the Reimbursable Costs for the Project; or 2) Impact Fees for the Impact Fee Service Area being collected; and 3) Developer complying with Section 6.02. Notwithstanding the foregoing, the City may terminate this Agreement with thirty days' notice in the event that the concept plan for the Property expires.
- (b) In the event of a default under Section 7.03 beyond all applicable cure periods, this Agreement shall terminate upon written notice given by the non-defaulting party to the defaulting party; provided, however, in the event of a default by Developer, no such termination shall take effect until after Developer's lender/mortgagee has been notified and afforded an opportunity to cure such default in accordance with the terms of Section 7.03 below.

7.03 Default. Notwithstanding anything herein to the contrary, no party shall be deemed to be in default hereunder until the passage of thirty (30) business days after receipt by such party of written notice of default from the other party. Upon the passage of thirty (30) 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 thirty (30) 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 ninety (90) days. In the event of default, the non-defaulting party to this Agreement may pursue the remedy of specific performance, mandamus, injunction, 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.

The City agrees that in the event of a default by Developer under this Agreement, the City shall give Developer's lender/mortgagee written notice of such default and the opportunity to remedy or cure such default within thirty (30) days after receipt of such written notice, provided, that (i) the City agrees that no default shall be deemed to have occurred if curing such default cannot by its nature be accomplished in such 30-day period so long as Developer's lender/mortgagee shall have commenced curing the default within such 30-day period and thereafter diligently and continuously prosecutes the same to completion; but in no event shall the cure period be extended by more than ninety (90) days, and (ii) Developer's lender/mortgagee shall have no obligation to cure such default.

7.04 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.

7.05 Attorney's Fees. A party shall not be liable to the other party for attorneys' fees or costs incurred

in connection with any litigation between the parties, in which a party seeks to obtain a remedy from the other party, including appeals and post judgment awards.

7.06 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.

7.07 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; pandemic; 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.

7.08 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
200 West Willis P.O. Box 319
Leander, Texas 786460319

with copy to:

Paige Saenz
The Knight Law Firm, LLP

223 W. Anderson Lane
Suite A-105

Austin, Texas 78752

Any notice mailed to the Developer shall be addressed to:

Leander 210, LLC

Attn: Dharma Rajah
3400 Post Oak Blvd., Suite 100 1800
Houston, Texas 77056

and

McVaugh Custom Homes
Attn: Jim McVaugh
11200 Richmond Ave., Suite 100
Houston, Texas 77082

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

7.09 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. The Parties further acknowledge the City and Developer voluntarily elected the benefits and obligations of this Agreement, as opposed to the benefits available were Developer to have elected to develop the Property without the benefits and obligations of this Agreement, pursuant to and in compliance with the applicable City ordinances. 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 to the extent such are allowed under Texas law, 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.

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

7.11 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.

7.12 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.

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

7.14 Binding Obligations; Recordation. This Agreement shall be binding upon and inure to the benefit of the parties, their successors, and assigns. This Agreement or a memorandum of Agreement acceptable to the City and Developer shall be recorded in the Official Public Records of Williamson County, Texas.

7.15 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.

7.16 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,

7.17 Statutory Verifications.

- (a) 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.
- (b) The Developer 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, 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).
- (c) The Developer 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.

- (d) To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, the Developer represents that neither the Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developer (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms "boycotts Israel" and "boycott Israel" as used in this paragraph have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended.

EXECUTED in multiple originals this the ____ day of _____, 2024.

[Signature Pages Follow]

CITY:

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

By: _____

Christine DeLisle, Mayor

Attest:

Dara Crabtree, City Secretary

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the ____ day of _____, 2024
by Christine DeLisle, Mayor of the City of Leander, Texas, a Texas home-rule municipal corporation, on
behalf of said municipal corporation.

(seal)

Notary Public, State of Texas

DEVELOPER:

Leander 210, LLC, a Texas limited liability company

By: _____

Name: _____

Title: _____

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the 19th day of April, 2024 by James McVaugh, Managing Member of Leander 210, LLC, a Texas limited liability company, on behalf of said limited liability company.

(seal)



Teresa Teran
Notary Public, State of Texas

EXHIBIT A
The Property

210.628 ACRE TRACT

LEGAL DESCRIPTION: BEING 210.628 ACRES OF LAND OUT OF THE WILLIAM W. JORNESBY SURVEY, ABSTRACT NO. 308, T11E G.C. & S.F. JR. CO. SURVEY NO. 882, WILLIAMSON COUNTY ABSTRACT NO. 882 AND TRAVIS COUNTY ABSTRACT NO. 2193 AND T11E E. D. EDWARDS SURVEY NO. 548, ABSTRACT NO. 223 IN BOOTH TRAVIS AND WILLIAMSON COUNTIES, TEXAS AND BEING A PORTION OF THAT CERTAIN 317.117 ACRE TRACT DESCRIBED IN DOC. #2017058401 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 210.628 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF CROSS TEXAS LAND SERVICES INC IN MARCH 2021.

BEGINNING AT A 20" CEDAR TREE FENCE CORNER FOUND IN THE WEST LINE OF THAT CERTAIN 259.71 ACRE TRACT DESCRIBED IN DOC. #199735428 OF SAID OFFICIAL PUBLIC RECORDS FOR THE SOUTHEAST CORNER OF THAT CERTAIN 57.63 ACRE TRACT DESCRIBED IN DOC. #201004714 OF SAID OFFICIAL PUBLIC RECORDS, THE NORTHEAST CORNER OF SAID 317.117 ACRE TRACT AND THE NORTHEAST CORNER HEREOF;

THENCE SOUTHEAST 22°20'30" EAST A DISTANCE OF 1024.51 FEET ALONG THE COMMON LINE OF SAID 259.71 ACRE TRACT AND SAID 317.117 ACRE TRACT TO A 3/8" IRON ROD AT A FENCE CORNER POST FOUND FOR THE SOUTHWEST CORNER OF SAID 259.71 ACRE TRACT AND THE NORTHWEST CORNER OF BLOCK E OF THE GREATWOOD SUBDIVISION PHASE 4 AS RECORDED IN DOC. #2018060702 OF SAID OFFICIAL PUBLIC RECORDS;

THENCE SOUTHEAST 21°47'40" EAST A DISTANCE OF 629.19 FEET ALONG THE COMMON LINE OF SAID PHASE 4 AND SAID 317.117 ACRE TRACT TO A 1/2" IRON ROD WITH CAP FOUND FOR THE SOUTHWEST CORNER OF SAID PHASE 4 AND THE NORTHWEST CORNER OF PHASE 3 OF SAID SUBDIVISION RECORDED IN DOC. #2017027462 OF SAID OFFICIAL PUBLIC RECORDS;

THENCE ALONG THE COMMON LINE OF SAID PHASE 3 AND SAID 317.117 ACRE TRACT AND THE COMMON LINE OF SAID PHASE 2 OF SAID SUBDIVISION RECORDED IN DOC. #2017026884 OF SAID OFFICIAL PUBLIC RECORDS AND SAID 317.117 ACRE TRACT, THE FOLLOWING 3 COURSES:

1. SOUTH 21°30'25" EAST A DISTANCE OF 597.25 FEET TO A 1/2" IRON ROD WITH CAP FOUND;
2. SOUTH 20°48'50" EAST A DISTANCE OF 539.24 FEET TO A 1/2" IRON ROD FOUND;
3. SOUTH 20°59'12" EAST A DISTANCE OF 667.12 FEET TO A 1/2" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID PHASE 2 AND THE NORTHWEST CORNER OF PHASE 1 OF SAID SUBDIVISION RECORDED IN DOC. #2013070751 OF SAID OFFICIAL PUBLIC RECORDS;

THENCE SOUTHEAST 21°15'26" EAST A DISTANCE OF 383.78 FEET ALONG THE COMMON LINE OF SAID PHASE 1 AND SAID 317.117 ACRE TRACT TO A CALCULATED POINT IN THE NORTH LINE OF COUNTY ROAD 280 FOR THE SOUTHEAST CORNER HEREOF AND FROM WHICH A 1/2" IRON ROD AT A FENCE CORNER POST FOUND BEARS SOUTHEAST 21°36'53" EAST A DISTANCE OF 130.64 FEET AND A 1/2" IRON ROD WITH CAP SET BEARS NORTH 78°13'32" WEST A DISTANCE OF 53.30 FEET;

THENCE CROSSING SAID 317.117 ACRE TRACT AND ALONG THE NORTH LINE OF SAID COUNTY ROAD 280 BEING 15 FEET NORTH OF AND PARALLEL TO THE GENERAL MEANDERS OF THE CENTERLINE OF SAID COUNTY ROAD 280, THE FOLLOWING 9 COURSES:

1. SOUTH 86°50'37" WEST A DISTANCE OF 31.98 FEET TO A CALCULATED POINT;
2. NORTH 82°39'17" WEST A DISTANCE OF 54.58 FEET TO A CALCULATED POINT;
3. NORTH 71°50'46" WEST A DISTANCE OF 49.41 FEET TO A CALCULATED POINT;
4. NORTH 71°54'32" WEST A DISTANCE OF 102.39 FEET TO A CALCULATED POINT;
5. NORTH 73°59'29" WEST A DISTANCE OF 38.70 FEET TO A CALCULATED POINT;
6. NORTH 88°45'10" WEST A DISTANCE OF 93.15 FEET TO A CALCULATED POINT;
7. SOUTH 75°09'40" WEST A DISTANCE OF 67.14 FEET TO A CALCULATED POINT;
8. SOUTH 68°36'34" WEST A DISTANCE OF 223.47 FEET TO A CALCULATED POINT;
9. SOUTH 68°56'07" WEST A DISTANCE OF 1077.05 FEET TO A 1/2" IRON ROD WITH CAP AT A FENCE CORNER POST FOUND FOR A CORNER OF SAID 317.117 ACRE TRACT AND A CORNER HEREOF;

THENCE SOUTHEAST 68°27'42" WEST A DISTANCE OF 832.78 FEET ALONG THE COMMON LINE OF SAID 317.117 ACRE TRACT AND SAID COUNTY ROAD 280 TO A CALCULATED POINT WITH CAP FOUND FOR THE SOUTHEAST CORNER OF THAT CERTAIN 520.760 ACRE TRACT DESCRIBED IN SAID DOC. #2017058401, A CORNER OF SAID 317.117 ACRE TRACT AND THE SOUTHWEST CORNER HEREOF;

THENCE ALONG THE EAST LINE OF SAID 520.760 ACRE TRACT, THE FOLLOWING COURSES:

1. NORTH 21°18'12" WEST A DISTANCE OF 363.57 FEET TO A 1" IRON PIPE FOUND;
2. NORTH 69°00'27" EAST A DISTANCE OF 598.05 FEET TO A 1" IRON PIPE AT A FENCE CORNER POST FOUND FOR A CORNER OF SAID 520.760 ACRE TRACT, THE SOUTHWEST CORNER OF SAID 57.63 ACRE TRACT, A CORNER OF SAID 317.117 ACRE TRACT AND A CORNER HEREOF;

THENCE NORTH 68°27'55" EAST A DISTANCE OF 1899.72 FEET ALONG THE COMMON LINE OF SAID 57.63 ACRE TRACT AND SAID 317.117 ACRE TRACT TO THE POINT OF BEGINNING CONTAINING 210.628 ACRES MORE OR LESS, AND AS SHOWN HEREOF.

NOTE:

AS PER INFORMATION PROVIDED IN LFP# 1002-330311-RT1 DATED FEBRUARY 4, 2021 BY FIRST AMERICAN TITLE INSURANCE COMPANY, THIS PROPERTY IS SUBJECT TO

RESTRICTIVE COVENANTS 76/A

EASEMENTS

TO

AND SURVEY WAITERS TO ADDRESS HEREIN

ALTA/NSPS LABEL RULES

1. AS MARKED HEREOF
2. THE PROPERTY DESCRIBED HEREOF IS NOT LOCATED IN FLOOD HAZARD AREA AS DETERMINED BY THE FEDERAL ASSISTANCE ADMINISTRATION FLOOD BOUNDARY MAP PANEL TWO REVISIONS EFFECTIVE 12-08-2019
3. GROSS LAND AREA OF SURVEYED BOUNDARY: 105.064 ACRES
4. OBSERVED EVIDENCE AS SHOWN HEREOF
5. OBSERVED EVIDENCE ONLY IS SHOWN HEREOF AND CLAIM FROM UTILITY COMPANIES WERE PROVIDED AND NO CITY UTILITY LOCALS REQUEST WAS SENT
6. TOWNSHIP OF ACQUIRING OWNERS SHOWN HEREIN IS FROM RECORD INFORMATION FROM ADJACENT DISTRICT RECORDS
7. NOW OBSERVED

SURVEY NOTES:

1. BEARINGS, DISTANCES, ACHIEVE SHOWN HEREOF ARE OBTAINED FROM 2011-2011 NAVD83 COORDINATES AND CONFORM TO THE TEXAS COORDINATE SYSTEM, TEXAS CENTRAL ZONE, UTILIZING NAD83 CORN/SP/VA SOLUTION
2. IRON ROD SET AND 1/2" IRON RODS PLACED WITH PLASTIC CAPS MARKED "OTLS"
3. THIS SURVEY IS AN ALTA/NSPS LAND TITLE SURVEY AND IS NOT AN ENGINEERING DESIGN SURVEY
4. FLOOD MAP SUBJECT TO SOME UNCERTAINTY AND THEREFORE IS APPROXIMATE
5. UNDERGROUND SPRINKLER SYSTEMS, VALVES, BOXES AND/OR SIGNALER HEADS THAT MAY OR MAY NOT EXIST ARE NOT SHOWN HEREOF
6. INFORMATION OF EASEMENTS, SERVICED OR COVENANTS IF ANY SHOWN HEREOF ARE SOLELY BASED ON THE TITLE COMMITMENT PROVIDED BY CLIENT REFERENCED HEREOF AND NO OTHER RESEARCH WAS PERFORMED OR REQUESTED BY CLIENT

ADJACENT MAP NOT TO SCALE



CTLS CROSS TEXAS LAND SERVICES, INC. 11111 FARM ROAD 280, SUITE 100 HOUSTON, TEXAS 77057 WWW.CTSLANDSERVICES.COM	0' 200' 400' 600'	Legend - Survey Area - County Road 280 - Adjacent Map - Point of Beginning - Point of Ending - Survey Area - County Road 280 - Adjacent Map - Point of Beginning - Point of Ending	REVISIONS TO THIS DRAWING: <table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td>1</td> <td>03/01/2021</td> <td>INITIAL DRAFT</td> </tr> <tr> <td>2</td> <td>03/01/2021</td> <td>FINAL DRAFT</td> </tr> <tr> <td>3</td> <td>03/01/2021</td> <td>FINAL DRAFT</td> </tr> </table>	NO.	DATE	DESCRIPTION	1	03/01/2021	INITIAL DRAFT	2	03/01/2021	FINAL DRAFT	3	03/01/2021	FINAL DRAFT
			NO.	DATE	DESCRIPTION										
1	03/01/2021	INITIAL DRAFT													
2	03/01/2021	FINAL DRAFT													
3	03/01/2021	FINAL DRAFT													
PAGE 2 OF 2															

LEGAL DESCRIPTION

BEING a 210.597 acre tract of land situated in the G.C. & S.F. RR Co. Survey No. 177, Abstract No. 882, William W. Hornsby Survey, Abstract No. 308, both Williamson County, and the G.C. & S.F. RR Co. Survey No. 177, Abstract No. 2193, ED Evans Survey No. 548, Abstract No. 273, both Travis County, City of Leander, Texas and being all of a called 210.628 acre tract of land as described in a General Warranty Deed with Vendor's Lien to Leander 210, LLC in Document No. 2021085154 of the Official Public Records of Williamson County, Texas, said 210.597 acre tract of land being more particularly described by metes and bounds as follows, with bearings based on the Texas Coordinate System of 1983, Central Zone:

BEGINNING: at a 21 inch cedar tree found on the western line of a called 293.34 acre tract of land as described in a General Warranty Deed to Forestar (USA) Real Estate Group Inc. in Document No. 2021005691 of the Official Public Records of Williamson County, Texas for the northeastern corner of the said 210.628 acre tract, the southeastern corner of a called 57.63 acre tract of land described in a General Warranty Deed to TFR Realty LP in Document No. 2010004714 of the Official Public Records of Williamson County, Texas, for the northeastern corner of this herein described tract;

THENCE: South 22°18'25" East a distance of 1023.75 feet along the eastern line of the said 210.628 acre tract, the western line of the said 293.34 acre tract to a 3/8 inch iron rod found for a corner of the said 210.68 acre tract, the southwestern corner of the said 293.34 acre tract, the northwestern corner of Lakeline Boulevard (45 foot wide right-of-way), for a corner of this herein described tract;

THENCE: along the eastern line of the said 210.628 acre tract, the western line of Lakeline Boulevard the following courses and distances;

1. South 21°47'54" East a distance of 629.97 feet to a 1/2 inch iron rod with cap stamped "Stantec" found for a corner of the said 210.628 acre tract, a corner of Lakeline Boulevard, for a corner of this herein described tract;
2. South 21°31'01" East a distance of 597.17 feet to a 1/2 inch iron rod with cap stamped "Hayne Consulting" found for a corner of the said 210.628 acre tract, a corner of Lakeline Boulevard, for a corner of this herein described tract;
3. South 20°48'59" East a distance of 539.65 feet to a 1/2 inch iron rod found for a corner of the said 210.628 acre tract, a corner of Lakeline Boulevard, for a corner of this herein described tract;
4. South 20°58'57" East pass at a distance of 134.89 feet and 0.19 feet right a 1/2 inch iron rod with cap stamped "Hayne Consulting" found for a corner of Lakeline Boulevard, continue **in all a distance of 666.84 feet** to a 1/2 inch iron rod found for a corner of the said 210.628 acre tract, a corner of Lakeline Boulevard, for a corner of this herein described tract;



5. South 21°15'46" East a distance of 383.58 feet to a 5/8 inch iron rod with cap stamped "Quiddity Inc." set on the northern line of County Road 280 (30 foot wide right-of-way) for the southeastern corner of the said 210.628 acre tract, the southwestern corner of Lakeline Boulevard, for the southeastern corner of this herein described tract;

THENCE: along the northern line of County Road 280, the southern line of the said 210.628 acre tract the following courses and distances;

1. South 86°43'14" West a distance of 31.98 feet to a 5/8 inch iron rod with cap stamped "Quiddity Inc." set for a corner of the said 210.628 acre tract, for a corner of this herein described tract;
2. North 82°46'40" West a distance of 54.58 feet to a 5/8 inch iron rod with cap stamped "Quiddity Inc." set for a corner of the said 210.628 acre tract, for a corner of this herein described tract;
3. North 71°58'08" West a distance of 49.41 feet to a 5/8 inch iron rod with cap stamped "Quiddity Inc." set for a corner of the said 210.628 acre tract, for a corner of this herein described tract;
4. North 72°01'55" West a distance of 102.39 feet to a 5/8 inch iron rod with cap stamped "Quiddity Inc." set for a corner of the said 210.628 acre tract, for a corner of this herein described tract;
5. North 76°06'52" West a distance of 38.70 feet to a 5/8 inch iron rod with cap stamped "Quiddity Inc." set for a corner of the said 210.628 acre tract, for a corner of this herein described tract;
6. North 88°52'33" West a distance of 93.15 feet to a 5/8 inch iron rod with cap stamped "Quiddity Inc." set for a corner of the said 210.628 acre tract, for a corner of this herein described tract;
7. South 78°02'17" West a distance of 67.14 feet to a 5/8 inch iron rod with cap stamped "Quiddity Inc." set for a corner of the said 210.628 acre tract, for a corner of this herein described tract;
8. South 68°29'11" West a distance of 223.47 feet to a 5/8 inch iron rod with cap stamped "Quiddity Inc." set for a corner of the said 210.628 acre tract, for a corner of this herein described tract;
9. South 68°48'45" West a distance of 1075.94 feet to a 5/8 inch iron rod with cap stamped "Quiddity Inc." set for a corner of the said 210.628 acre tract, for a corner of this herein described tract, from which a 1/2 inch iron rod found bears South 69°50'31" West a distance of 1.18 feet;

THENCE: South 68°27'51" West a distance of 834.00 feet continuing along the southern line of the said 210.628 acre tract, the northern line of County Road 280 (60 foot wide right-of-way) to a 1/2 inch iron rod with cap stamped "Stantec" found for the southwestern corner of the said 210.628 acre tract, the southeastern corner of a called 520.76 acre tract of land described in a Partition Deed to The John Friou Family in Document No. 2017090074 of the Official Public Records of Williamson and Travis Counties, Texas, for the southwestern corner of this herein described tract;

THENCE: North 21°18'09" West a distance of 3637.38 feet along the western line of the said 210.628 acre tract, the eastern line of the said 520.76 acre tract to a 1/2 inch iron rod with cap stamped "Stantec" found on the southern line of a called 124.72 acre tract of land described in an Exchange Deed to John Mason Friou in Document



3100 Alvin Devan Blvd, Suite 150
Austin, Texas 78745
Tel: 512.441.9493
www.quiddity.com

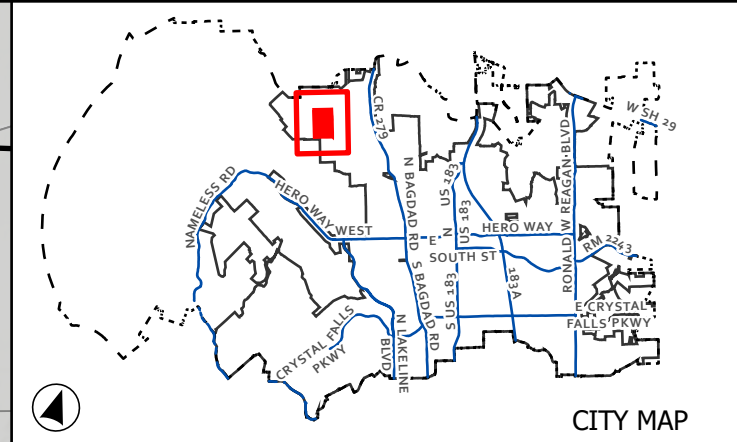
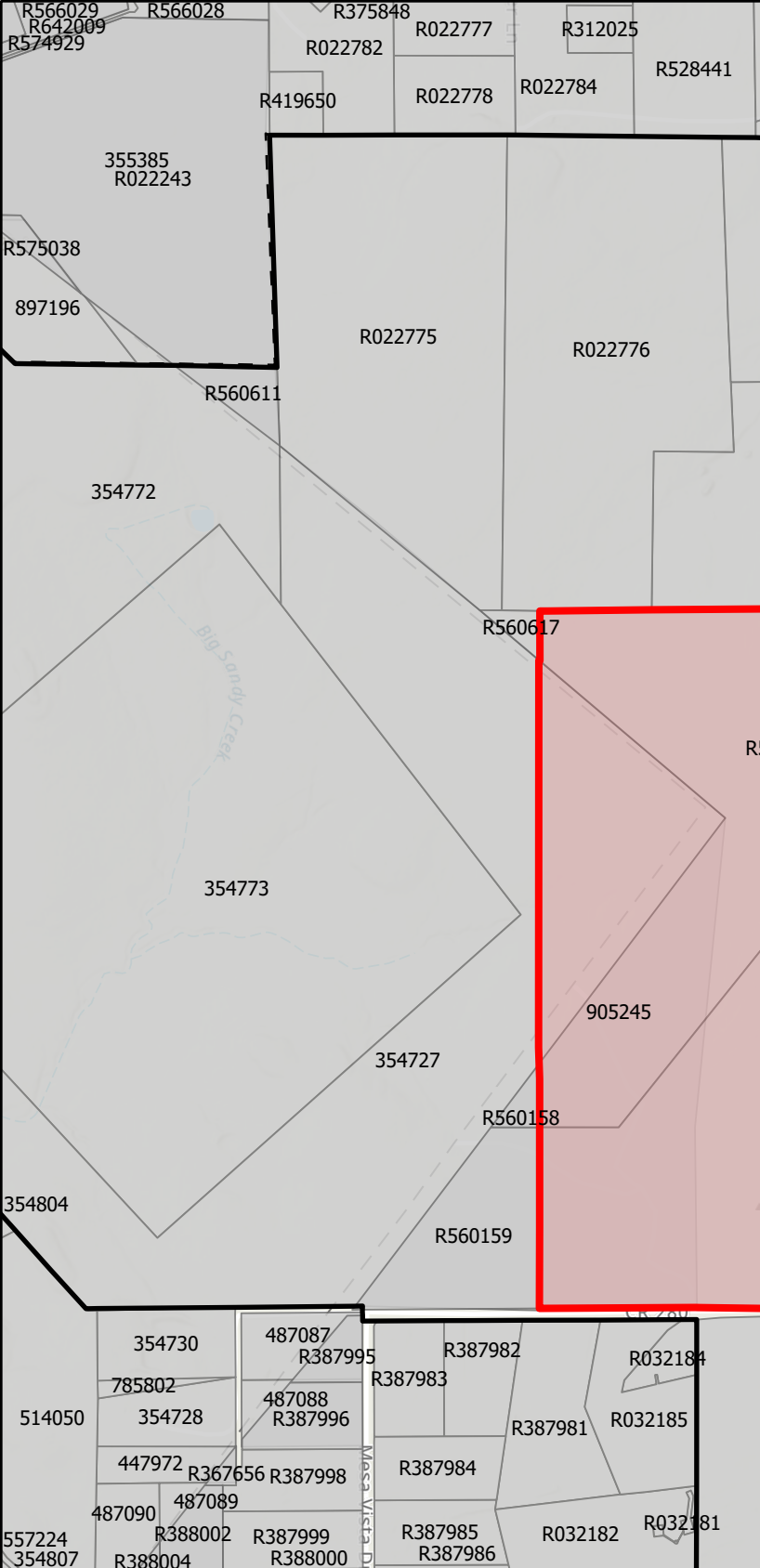
No. 2017058400 of the Official Public Records of Williamson County, Texas for the northwestern corner of the said 210.628 acre tract, the northeastern corner of the said 520.76 acre tract, for the northwestern corner of this herein described tract;

THENCE: North 68°58'08" East a distance of 596.43 feet along the northern line of the said 210.628 acre tract, the southern line of the said 124.72 acre tract to a 1/2 inch iron pipe found for a corner of the said 210.628 acre tract, the southeastern corner of the said 124.72 acre tract, the southwestern corner of the said 57.63 acre tract, for a corner of this herein described tract;

THENCE: North 68°28'24" East continuing along the northern line of the said 210.628 acre tract and along the southern line of the 57.63 acre tract pass at a distance of 1896.41 feet and 0.19 feet left a 1/2 inch iron rod with cap stamped "Stantec" found, continuing **in all a distance of 1899.75 feet** to the POINT OF BEGINNING and CONTAINING an area of 210.597 acres of land.

EXHIBIT B
The Water Line Project

The CR 280 Project



ATTACHMENT 2

LEANDER ESTATES

Location Map



 City Limits

[-] ETJ Boundary

 Subject Boundary

0 435 870



Feet

Page 231 of 304

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.



EXECUTIVE SUMMARY
5/2/2024

AGENDA SUBJECT:

Approval of Agreement for street sweeping services with Austin HLK, Inc. dba Sweep Across Texas (Contract L00334) in the amount of \$250,000.00 for the term of agreement utilizing Interlocal Agreement with the City of Round Rock for the purchase of goods and services; and authorizing the City Manager to execute any and all necessary documents.

BACKGROUND:

City of Leander Public Works contracts for street sweeping services within the City Limits. Sweeping work is done along major arterial streets around 8 times per year or as needed. Sweeping services are also required after ice events to clear the sand placed on streets. A list of streets and frequency of service is included in attached Exhibit B.

Considering the increased volume of work and the vendor's established ability to maintain reliable and consistent service, Public Works, with consultation of the Purchasing Department, is proposing to piggyback onto the City of Round Rock's contract with Austin HLK, Inc. dba Sweep Across Texas for acquiring sweeping services. The City of Leander has entered into an Interlocal Agreement with the City of Round Rock for the purchase of goods and services which allows staff to capitalize on other governments' existing contracts to maximize the City's purchasing opportunities when possible. This agreement will authorize staff to acquire services from the vendor in an amount of \$250,000 for the term of the contract. The proposed contract will terminate on March 14, 2029.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

City staff recommends approval of the City of Leander Agreement for Purchase of Street Sweeping Services with Austin HLK, Inc. dba Sweep Across Texas (Contract L00334) utilizing Interlocal Agreement with the City of Round Rock for the purchase of goods and services in the amount of 250,000.00 for the term of agreement; and authorizing the City Manager to execute any and all necessary documents.

PRESENTER:

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

Fiscal Impact

Amount requested:

\$250,000.00 (for the Term of Contract)

Approved in current budget (Yes / No):

Yes

<u>Expenditure (New / Amended):</u>	New
<u>Recurring or one-time:</u>	Recurring
<u>Fund source (Operating / Utility / etc.):</u>	GL 01-21-5600

Attachments:

1. CONTRACT L00334- Sweep Across Texas City of Leander 2024
2. EXHIBIT A- Sweep Across TX City of Round Rock 2024 - 2029-2
3. EXHIBIT B- Leander Locations & Pricing
4. Form 1295

**CITY OF LEANDER AGREEMENT FOR PURCHASE
OF
STREET SWEEPING SERVICES
WITH
AUSTIN HLK, INC. DBA SWEEP ACROSS TEXAS
CONTRACT L00334**

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

THAT THIS AGREEMENT for the purchase of street sweeping services, and for related goods (referred to herein as the "Agreement"), is made and entered into on this the 2nd day of the month of May, 2024 by and between the **CITY OF LEANDER**, a Texas home-rule municipality, whose offices are located at 105 N. Brushy Street, Leander, Texas 78641 (referred to herein as the "City"), and **AUSTIN HLK, INC. DBA SWEEP ACROSS TEXAS**, whose offices are located at 1512 Dungan Lane, Austin, Texas 78754 (referred to herein as "Vendor").

RECITALS:

WHEREAS, the City Council for the City of Leander, Texas has entered into an Interlocal Agreement with the City of Round Rock for the purchase of goods and services; and

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

WHEREAS, City desires to purchase certain goods from Vendor as set forth herein; and

WHEREAS, the parties desire to enter into this Agreement to set forth in writing their respective rights, duties. and obligations;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, it is mutually agreed between the parties as follow:

1.01 DEFINITIONS

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

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

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

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

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

F. **Vendor** means Austin HLK, Inc. DBA Sweep Across Texas, its successors or assigns.

2.01 EFFECTIVE DATE AND TERM

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

B. This Agreement shall terminate March 14, 2029.

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

3.01 CONTRACT DOCUMENTS AND EXHIBITS

The services which are the subject matter of this Agreement are described in Exhibit "A" with City of Leander locations included in Exhibit "B" and, together with this Agreement, comprise the Contract Documents. Any inconsistencies or conflicts in the contract documents shall be resolved by giving preference to the terms and conditions set forth in pages one (1) through eight (8) of this Agreement.

4.01 ITEMS

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

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

C. Vendor shall satisfactorily provide all deliverables described in Exhibit "A" and Exhibit "B" within the contract term specified. A change in the Scope of Services or any term of this Agreement, must be negotiated and agreed to in all relevant details, and must be embodied in a valid Supplemental Agreement as described in Section 9.01 herein.

5.01 COSTS

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

B. The City shall be authorized to pay the Vendor in an amount of **Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00)** for the term of this Agreement.

6.01 INVOICES

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

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

7.01 NON-APPROPRIATION AND FISCAL FUNDING

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

8.01 PROMPT PAYMENT POLICY

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

- A. There is a bona fide dispute between City and Vendor, a contractor, subcontractor, or supplier about the goods delivered or the service performed that cause the payment to be late; or
- B. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
- C. There is a bona fide dispute between Vendor and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or
- D. Invoices are not mailed to City in strict accordance with instructions, if any, on the purchase order or the Agreement or other such contractual agreement.

9.01 SUPPLEMENTAL AGREEMENT

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

10.01 GRATUITIES AND BRIBES

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

11.01 TAXES

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

12.01 ORDERS PLACED WITH ALTERNATE VENDORS

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

13.01 CITY'S REPRESENTATIVE

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

Gina Ellison
Public Works Director
607 Municipal Dr
Leander, Texas 78641
512-528-2786
gellison@leandertx.gov

Michael Riley
Asst. Public Works Director
607 Municipal Dr
Leander, Texas 78641
512-528-2781
mriley@leandertx.gov

14.01 INSURANCE

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

15.01 RIGHT TO ASSURANCE

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

16.01 DEFAULT

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

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

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

17.01 TERMINATION AND SUSPENSION

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

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

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

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

18.01 INDEMNIFICATION

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

19.01 COMPLIANCE WITH LAWS, CHARTER, AND ORDINANCES

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

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

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

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

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

20.01 ASSIGNMENT AND DELEGATION

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

21.01 NOTICES

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

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

Notice to Vendor:

Austin HLK, Inc. dba Sweep Across Texas
1512 Dungan Lane,
Austin, Texas 78754

Notice to City:

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

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

22.01 APPLICABLE LAW; ENFORCEMENT AND VENUE

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

23.01 EXCLUSIVE AGREEMENT

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

24.01 DISPUTE RESOLUTION

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

subsequent litigation except to demonstrate that this article has been complied with in good faith by a party.

25.01 SEVERABILITY

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

26.01 MISCELLANEOUS PROVISIONS

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

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

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

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

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

City of Leander

Austin HLK, Inc. dba Sweep Across Texas

Signature

Print Name: Todd Parton

Title: City Manager

Date: May 2, 2024

Signature

Print Name: Chris Whitaker

Title: Director

Date: 4/22/2024

EXHIBIT A- City of Round Rock Contract Agreement
EXHIBIT B- City of Leander Locations & Pricing

**CITY OF ROUND ROCK
AGREEMENT FOR STREET SWEEPING SERVICES
WITH
AUSTIN HLK, INC.
D/B/A SWEEP ACROSS TEXAS**

THE STATE OF TEXAS

§

CITY OF ROUND ROCK

§

KNOW ALL BY THESE PRESENTS:

§

COUNTY OF WILLIAMSON

§

COUNTY OF TRAVIS

§

§

THAT THIS Agreement for purchase of street sweeping services for the City of Round Rock, Texas (referred to herein as the "Agreement"), is made and entered into on this the 14th day of the month of March, 2024, by and between the CITY OF ROUND ROCK, TEXAS, a home-rule municipality whose offices are located at 221 East Main Street, Round Rock, Texas 78664 (referred to herein as the "City") and AUSTIN HLK, INC. d/b/a SWEEP ACROSS TEXAS whose offices are located at 1512 Dungan Lane, Austin, Texas 78754 (referred to herein as the "Services Provider").

RECITALS:

WHEREAS, City desires to purchase street sweeping services, and City desires to procure same from Services Provider; and

WHEREAS, City has issued its "Invitation for Bid" for the provision of said services, and City has selected the Bid submitted by the Services Provider; and

WHEREAS, the parties desire to enter into this Agreement to set forth in writing their respective rights, duties, and obligations;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable consideration, sufficiency and receipt of which are hereby acknowledged, it is mutually agreed between the parties as follows:

1.0 DEFINITIONS

A. **Agreement** means the binding legal contract between City and Services Provider whereby City is obligated to buy specified services and Services Provider is obligated to provide said services. The Agreement includes the following: (a) City's Invitation for Bid, designated Solicitation Number 24-009 dated November 2023; (b) Services Provider's Response to the IFB; (c) contract award; and (d) any exhibits, addenda, and/or amendments thereto. Any inconsistencies or conflicts in the contract documents shall be resolved by giving preference in the following order:

- (1) This Agreement;
- (2) Services Provider's Response to IFB;
- (3) City's Invitation for Bids, exhibits, and attachments.

B. **City** means the City of Round Rock, Williamson and Travis Counties, Texas.

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

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

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

2.0 EFFECTIVE DATE AND TERM

A. This Agreement shall be effective on the date it has been signed by both parties hereto, and shall remain in full force and effect, unless and until it expires by operation of the term stated herein, or until terminated as provided herein.

B. The term of this Agreement is for sixty months (60) months from the effective date hereof. City reserves the right to review the relationship at any time, and may elect to terminate this Agreement, with or without cause, or may elect to continue.

3.0 CONTRACT DOCUMENTS AND EXHIBITS

A. City selected Services Provider to supply the services as outlined in the IFB and Response to IFB submitted by Services Provider, all as specified in Exhibit "A," attached hereto and incorporated herein by reference. The intent of these documents is to formulate an Agreement listing the responsibilities of both parties as outlined in the IFB and as offered by Services Provider in its Response to the IFB.

B. The services which are the subject of this Agreement are described in Exhibit "A" and, together with this Agreement, comprise the total Agreement and they are fully a part of this Agreement as if repeated herein in full.

4.0 ITEMS AWARDED AND SCOPE OF WORK

A. All bid items listed on "Attachment B – Bid Sheet" in Exhibit "A" are awarded to Services Provider.

B. For purposes of this Agreement, City has issued documents delineating the required services (specifically Invitation for Bid Solicitation Number 24-009). Services Provider has issued its response agreeing to provide all such required services in all specified particulars. All such referenced documents are included in Exhibit "A." When taken together with the appended exhibits, this Agreement shall evidence the entire understanding and agreement between the parties and shall supersede any prior proposals, correspondence or discussions.

C. Services Provider shall satisfactorily provide all services described under the attached exhibits within the contract term specified in Section 2.01. Services Provider's undertakings shall be limited to performing services for the City and/or advising City concerning those matters on which Services Provider has been specifically engaged. Services Provider shall perform its services in accordance with this Agreement, in accordance with the appended exhibits, in accordance with due care, and in accordance with prevailing industry standards for comparable services.

5.0 COSTS

A. The bid costs listed on Attachment B – Bid Sheet of Exhibit "A," shall be the basis of any charges collected by Services Provider.

B. In consideration for the services set forth in Exhibit "A," the City shall be authorized to pay the Services Provider an amount not-to-exceed **Three Hundred Two Thousand Two Hundred Eighty-Five and 52/100 Dollars (\$193,361.00) per year** for an amount not-to-exceed **One Million Five Hundred Eleven Four Hundred Twenty-Seven and 60/100 Dollars (\$1,511,427.60)** for the term of this Agreement.

6.0 INVOICES

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

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

7.0 INTERLOCAL COOPERATIVE CONTRACTING/PURCHASING

Authority for local governments to contract with one another to perform certain governmental functions and services, including but not limited to purchasing functions, is granted under Government Code, Title 7, Chapter 791, Interlocal Cooperation Contracts, Subchapter B and Subchapter C, and Local Government Code, Title 8, Chapter 271, Subchapter F, Section 271.101 and Section 271.102.

Other governmental entities within the State of Texas may be extended the opportunity to purchase off of the City's bid, with the consent and agreement of the successful Services Provider(s) and the City. Such agreement shall be conclusively inferred for the Services Provider from lack of exception to this clause in the Services Provider's response. However, all parties hereby expressly agree that the City is not an agent of, partner to, or representative of those outside agencies or entities and that the City is not obligated or liable for any action or debts that may arise out of such independently-negotiated "piggyback" procurements.

8.0 NON-APPROPRIATION AND FISCAL FUNDING

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

9.0 PROMPT PAYMENT POLICY

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

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

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

10.0 GRATUITIES AND BRIBES

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

11.0 TAXES

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

12.0 ORDERS PLACED WITH ALTERNATE SERVICES PROVIDERS

If Services Provider cannot provide the services as specified, City reserves the right and option to obtain the services from another supplier or suppliers.

13.0 INSURANCE

Services Provider shall meet all requirements as stated in the attached IFB Number 18-014, including all attachments and exhibits thereto, and Services Provider's bid response.

14.0 CITY'S REPRESENTATIVE

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

Gary Hudder
Transportation Director
3400 Sunrise Road
Round Rock, Texas 78665
512-218-5560
ghudder@roundrocktexas.gov

15.0 RIGHT TO ASSURANCE

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

16.0 DEFAULT

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

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

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

17.0 TERMINATION AND SUSPENSION

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

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

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

D. In the event City terminates under subsections (A) or (B) of this section, the following shall apply: Upon City's delivery of the referenced notice to Services Provider, Services Provider shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and

contracts are chargeable to this Agreement. Within thirty (30) days after such notice of termination, Services Provider shall submit a statement showing in detail the services satisfactorily performed under this Agreement to the date of termination. City shall then pay Services Provider that portion of the charges, if undisputed. The parties agree that Services Provider is not entitled to compensation for services it would have performed under the remaining term of the Agreement except as provided herein.

18.0 INDEMNIFICATION

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

19.0 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

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

B. In accordance with Chapter 2271, Texas Government Code, a governmental entity may not enter into a contract with a company for services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract. The signatory executing this Agreement on behalf of Services Provider verifies Services Provider does not boycott Israel and will not boycott Israel at any time during the term of this Agreement.

C. In accordance with Chapter 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has a provision verifying that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The signatory executing this Agreement on behalf of Services Provider verifies Services Provider does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and it will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

D. In accordance with Chapter 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has a provision verifying that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of this Agreement. The signatory executing this Agreement on behalf of Services Provider verifies Services Provider does not boycott energy companies, and it will not boycott energy companies during the term of this Agreement.

20.0 ASSIGNMENT AND DELEGATION

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

21.0 NOTICES

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

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

Notice to Services Provider:

Austin HLK, Inc.
d/b/a Sweep Across Texas
1512 Dungan Lane
Austin, Texas 78754

Notice to City:

City Manager
221 East Main Street
Round Rock, TX 78664

AND TO: Stephanie L. Sandre, City Attorney
309 East Main Street
Round Rock, TX 78664

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

22.0 APPLICABLE LAW, ENFORCEMENT AND VENUE

This Agreement shall be enforceable in Round Rock, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein,

exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

23.0 EXCLUSIVE AGREEMENT

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

24.0 DISPUTE RESOLUTION

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

25.0 SEVERABILITY

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

26.0 MISCELLANEOUS PROVISIONS

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

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

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

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

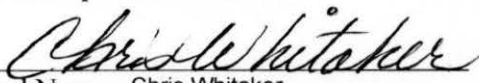
IN WITNESS WHEREOF, City and Services Provider have executed this Agreement on the dates indicated.

City of Round Rock, Texas

By: 
 Printed Name: Craig Morgan
 Title: Mayor
 Date Signed: 3/14/24

Austin HLK, Inc.

d/b/a Sweep Across Texas

By: 
 Printed Name: Chris Whitaker
 Title: Director
 Date Signed: 1/9/2024

Attest:

By: 
 Meagan Spinks, City Clerk

For City, Approved as to Form:

By: 
 Stephanie L. Sandre, City Attorney



1512 Dungan Lane
Austin, Texas 78754
(512) 989-3111 office
(512) 738-2932 direct
chris@sweepacrosstexas.com

Parking Lot Sweeping * Street Sweeping * Porter Service * Pressure Cleaning * Window Washing

DATE: 4/11/2024
TO: Michael Riley
City of Leander, TX

PHONE: 512-528-2781
EMAIL: MRiley@leandertx.gov
JOBSITE: Various City Streets in Leander, TX

We propose to furnish all labor, materials, equipment, and services required to complete the following work on the above referenced job:

SWEEPING SERVICES:

“Piggyback” City of Round Rock Contract

No.	Description	Annual Sweeps	Unit	Unit Cost	Ext. Total
1.	Ronald Reagan Blvd. (city limits)	8	Curb Mile	\$62.00	\$12,400.00
2.	Municipal Drive (Bagdad to S. West)	8	Curb Mile	\$62.00	\$ 1,985.00
3.	Crystal Falls Parkway (183 to Ronald Reagan)	8	Curb Mile	\$62.00	\$ 5,455.00
4.	Hero Way West (Lakeline to 183A)	8	Curb Mile	\$62.00	\$ 6,945.00
5.	San Gabriel Parkway (Bagdad to 183A)	8	Curb Mile	\$62.00	\$ 1,985.00
6.	Lakeline Blvd. (Hero Way to Trustworthy)	8	Curb Mile	\$62.00	\$ 5,950.00
7.	Bagdad Rd. (Collaborative Way to Kettering)	8	Curb Mile	\$62.00	\$ 9,920.00
8.	Osage Dr. (183 to Lakeline)	8	Curb Mile	\$62.00	\$ 1,490.00
				Annual Total:	\$46,130.00
Unscheduled Sweeping: (2 hour minimum)		Ea.	Hourly	\$130.00	\$260.00

NOTE: No dump and trip fees apply if driver can dump in a designated location after each sweep.

THE ABOVE WORK SHALL BE COMPLETED IN A SUBSTANTIAL AND WORKMANLIKE MANNER FOR THE SUM ABOVE PLUS APPLICABLE SALES TAX.

Any deviations or alteration from the above specifications which involve extra cost of materials or labor will be executed only upon written orders for same and will become an extra charge in addition to the basic sum noted above. All agreements must be made in writing.

Sweep Across Texas agrees to carry WORKERS’ COMPENSATION, PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE upon the labor furnished under this proposal. Any additional charge will be added to this estimate for waiver of subrogation and additional insured riders.

Payment for all work undertaken as noted above will be due upon completion of work and submission of our invoice. Your signed acceptance of this proposal constitutes a contract between you and Sweep Across Texas / Austin Pressure Wash. This agreement may be terminated by either party with 30 days advance written notice.

Respectively submitted,
Chris Whitaker
Sweep Across Texas /Austin Pressure Wash
Direct: (512) 738-2932

ACCEPTED BY:_____

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2024-1150036

Date Filed:
04/22/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Austin HLK Inc. dba Sweep Across Texas
AUSTIN, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Leander, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

L00334
Street Sweeping

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Kiger, Phil	AUSTIN, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Chris Whitaker, and my date of birth is 12/8/1965.

My address is 18921 Peckham Drive, Lago Vista, TX, 78645, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County, State of Texas, on the 22 day of April, 2024.
(month) (year)

Chris Whitaker

Signature of authorized agent of contracting business entity
(Declarant)



EXECUTIVE SUMMARY
5/2/2024

AGENDA SUBJECT:

Conduct a Public Hearing regarding Subdivision Case CP-23-0027 to adopt the Sullivan Tract Concept Plan Revision No. 1 on nine (9) parcels of land approximately 308.288 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R022920, R473838, R473839, R022741, R356046, R473837, R022922, R022921, and R022923; generally located west of North Bagdad Road and approximately 1,200 feet south of CR 281, Leander, Williamson County, Texas.

BACKGROUND:

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

HISTORY/TIMELINE:

09/14/2005 – Annexed
08/17/2022 – Annexed
04/20/2023 – Concept Plan Approved
04/25/2024 – Planning & Zoning Commission

APPLICANT/AGENT:

BGE, Inc. (John Kim) on behalf of Forestar (USA) Real Estate Group, Inc. (Andrew D. Harris)

RECOMMENDATION:

The previously approved concept plan included 146 single-family lots on 294.20 acres and one (1) commercial lot on 14.09 acres. This proposal includes 214 single-family lots on 294.204 acres and one (1) commercial lot on 14.084 acres. Staff recommends approval of this request. The Planning & Zoning Commission recommended approval during the April 18, 2024 meeting.

PRESENTER:

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

Attachments:

1. CP-23-0027 Att 1 Concept Plan - Sullivan Tract
2. CP-23-0027 Att 2 Location Map - Sullivan Tract
3. CP-23-0027 Att 3 4-25-2024 P & Z Minutes

SUMMARY NOTES

OWNER:	FORESTAR (USA) REAL ESTATE GROUP, INC. 10700 PECAN PARK BLVD, SUITE 150 AUSTIN, TEXAS 78750 (512) 433-5229
DEVELOPER:	FORESTAR (USA) REAL ESTATE GROUP, INC. 10700 PECAN PARK BLVD, SUITE 150 AUSTIN, TEXAS 78750 (512) 433-5229
ENGINEER:	BGE, INC., TBPE F-1046 101 W. LOUIS HENNA BLVD, SUITE 400 AUSTIN, TEXAS 78728 (512) 879-0400
PROJECT AGENT:	BGE, INC., TBPE F-1046 101 W. LOUIS HENNA BLVD, SUITE 400 AUSTIN, TEXAS 78728 (512) 879-0400
SURVEYOR:	BGE, INC., TBPE F-1046 101 W. LOUIS HENNA BLVD, SUITE 400 AUSTIN, TEXAS 78728 (512) 879-0400

SUBMITTAL DATE:

SUBMITTED: SEPTEMBER 12, 2023

ZONING:

THE PROPERTY IS CURRENTLY ZONED SFR AND LOCATED IN THE CITY OF LEANDER. THE FOLLOWING ZONING DESIGNATIONS ARE PROPOSED FOR THIS SITE:

- SINGLE-FAMILY RURAL (SFR-2-B)
- LOCAL OFFICE (LO-2-B)

FUTURE LAND USE:

THIS PROPERTY IS LABELED AS NEIGHBORHOOD RESIDENTIAL AND MULTI-USE CORRIDOR ON THE LEANDER FUTURE LAND USE MAP.

PROPOSED LAND USE:

THIS PROPERTY IS 308.288 ACRES

TOTAL LOTS: 215	308.288 ACRES
NO. OF SINGLE FAMILY HOMES: 214	294.204 ACRES
NO. OF COMMERCIAL LOTS: 1	14.084 ACRES

ADDITIONAL NOTES:

- BASED ON ITE TRIP GENERATION RATES FOR SINGLE-FAMILY HOMES, A RETAIL PLAZA, AND A MEDICAL OFFICE, THE CALCULATED TRAFFIC COUNT IS 2,868 DAILY TRIPS. A FEE-IN-LIEU OF A TIA HAS BEEN APPROVED FOR THIS DEVELOPMENT.
- NO PORTION OF THIS TRACT IS WITHIN A FLOOD HAZARD AREA AS SHOWN ON THE FLOOD INSURANCE RATE MAP PANEL # 48491C0435F FOR WILLIAMSON COUNTY, EFFECTIVE 12/20/2019.
- THE PROPOSED SUBDIVISION COMPLIES WITH THE TRANSPORTATION CRITERIA MANUAL STREET DESIGN STANDARDS.
- FUTURE LAKELINE BOULEVARD WILL HAVE A 100' ROW WITH 10' SIDEWALKS ON BOTH SIDES. ONE HALF OF THE REQUIRED ROW SHALL BE DEDICATED WITH THIS DEVELOPMENT.
- BAGDAD ROAD WILL BE A 6 LANE ARTERIAL ROAD WITH A 126' ROW WITH 10' SIDEWALKS ON BOTH SIDES. ONE HALF OF THE REQUIRED ROW SHALL BE DEDICATED WITH THIS DEVELOPMENT.
- ALL BOUNDARY STREET IMPROVEMENTS AND ROADWAY ADEQUACY STANDARDS SHALL BE FOLLOWED FOR ALL IMPROVEMENTS, AS PER CITY OF LEANDER ORDINANCES ARTICLE 10.03.
- THE LATEST CITY OF LEANDER TRANSPORTATION POLICY SHALL BE FOLLOWED.
- THE LATEST CITY OF LEANDER DRAINAGE POLICY SHALL BE FOLLOWED.
- TCEQ GUIDELINES FOR WATER QUALITY TREATMENT SHALL BE FOLLOWED.
- WASTEWATER DEMAND: 221 LUE.
- WATER DEMAND: 221 LUE. ANTICIPATED CONNECTION TO AN EXISTING 16" WATERLINE ALONG BAGDAD ROAD.
- CONCEPT PLAN IS BEING REVISED TO INCREASE FROM 152 TO 214 RESIDENTIAL LOTS.



THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY HIS FAILURE TO EXACTLY LOCATE ADN PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

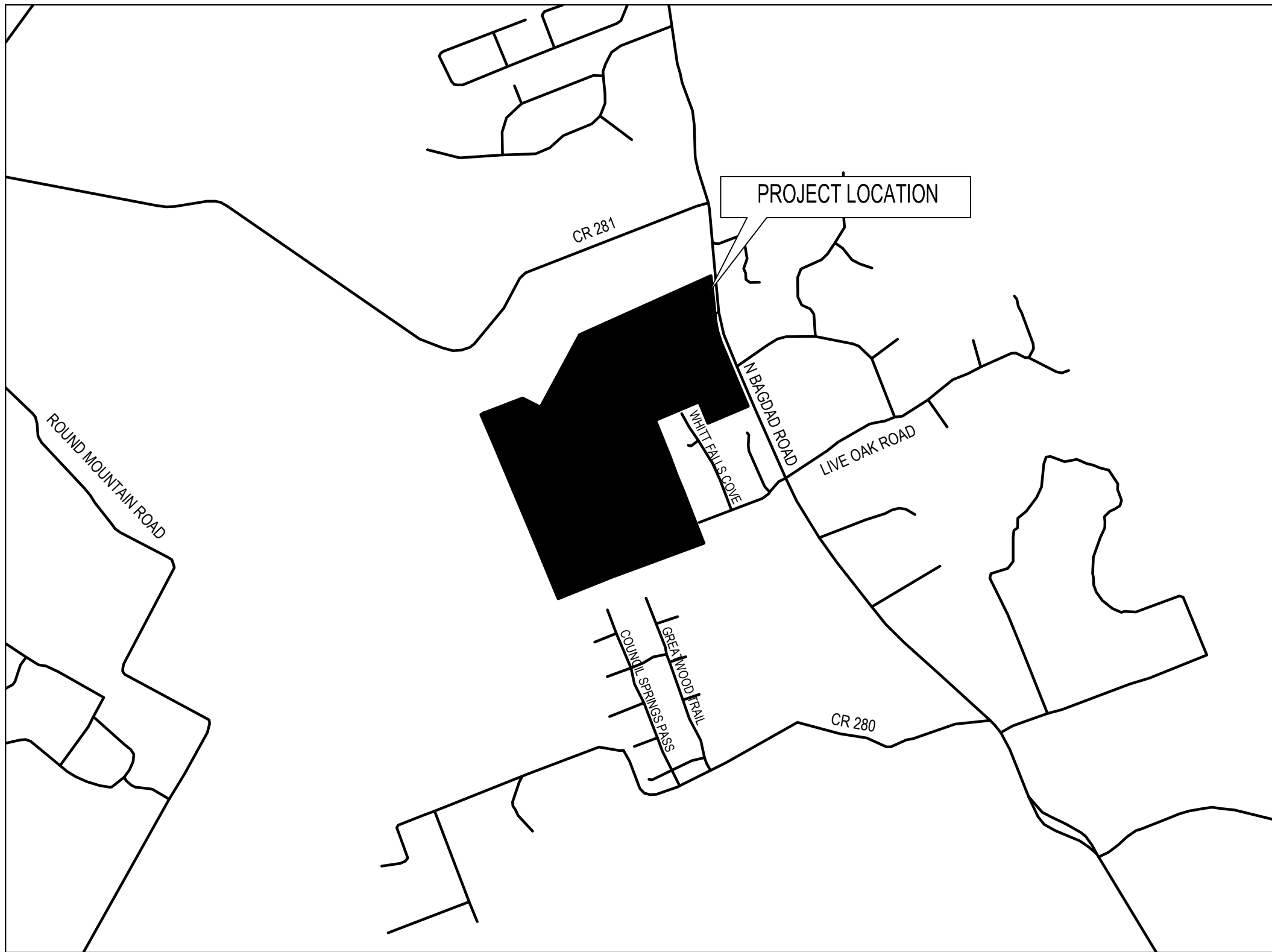
SULLIVAN TRACT

CONCEPT PLAN REVISION #1

PROJECT NUMBER: CP-23-0027

VICINITY MAP:

SCALE: 1" = 2000'



Sheet List Table

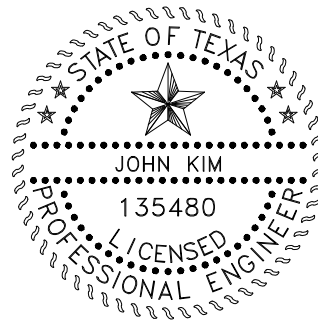
Sheet Number	Sheet Title
1	COVER SHEET
2	CONCEPTUAL SITE LAYOUT AND LAND USE PLAN & CONCEPT PLAN
3	PHASING PLAN
4	PARK PLAN EXHIBIT

ENGINEER'S CERTIFICATION:

THIS IS TO CERTIFY THAT I AM CERTIFIED TO PRACTICE THE PROFESSION OF ENGINEERING IN THE STATE OF TEXAS, THAT I PREPARED THE PLANS SUBMITTED HEREWITH, AND THAT ALL INFORMATION SHOWN HERON IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AS RELATED TO THE ENGINEERING PORTIONS THEREOF, AND THAT SAID PLANS COMPLY WITH THE CITY OF LEANDER CODES AND ORDINANCES.

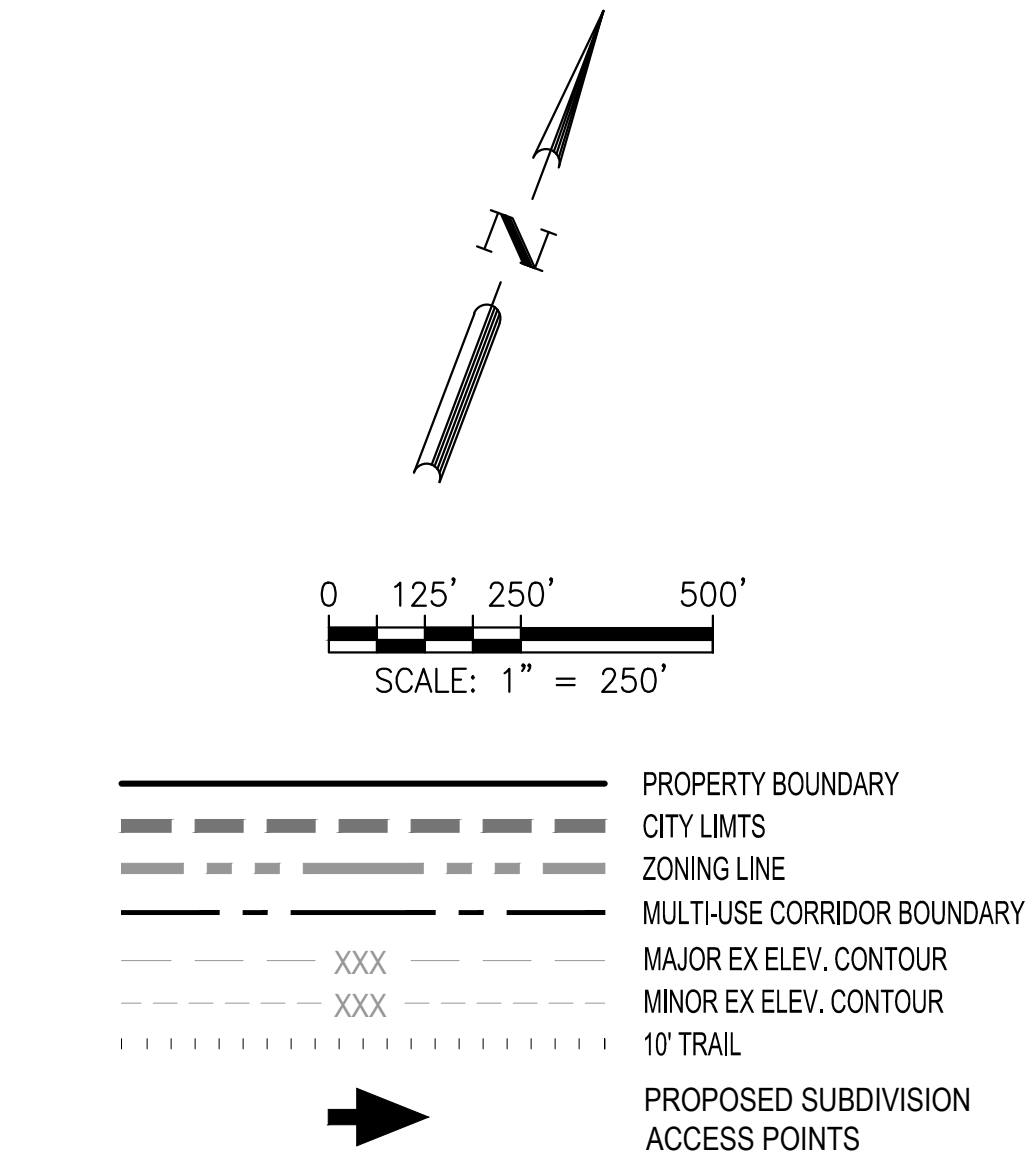
WITNESS MY HAND THIS 18 DAY OF APRIL

John Kim
JOHN KIM, P.E.



BGE, Inc.
101 W LOUIS HENNA BLVD, SUITE 400
AUSTIN, TX 78728
TEL: 512-879-0400 • www.bgeinc.com
TBPE Registration No. F-1046

SHEET 1 OF 4



DEVELOPMENT TABLE							
LOT TYPE	NO. OF LOTS	AREA (AC)	DENSITY (LOTS/AC)	LUEs	ADT (TRIPS)	SITE COMPONENT	ARCH COMPONENT
SFR	214	294.204	0.73	214	2,032	2	B
LO	1	14.084	0.07	7	836	2	B
TOTAL	215	308.288		221	2868		

NOTES

1. SUBDIVISION WILL BE SERVICED BY AN ON-SITE SEWAGE TREATMENT SYSTEM.

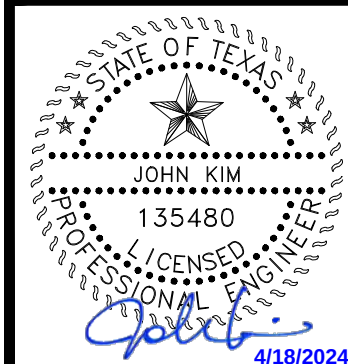
[illegible]

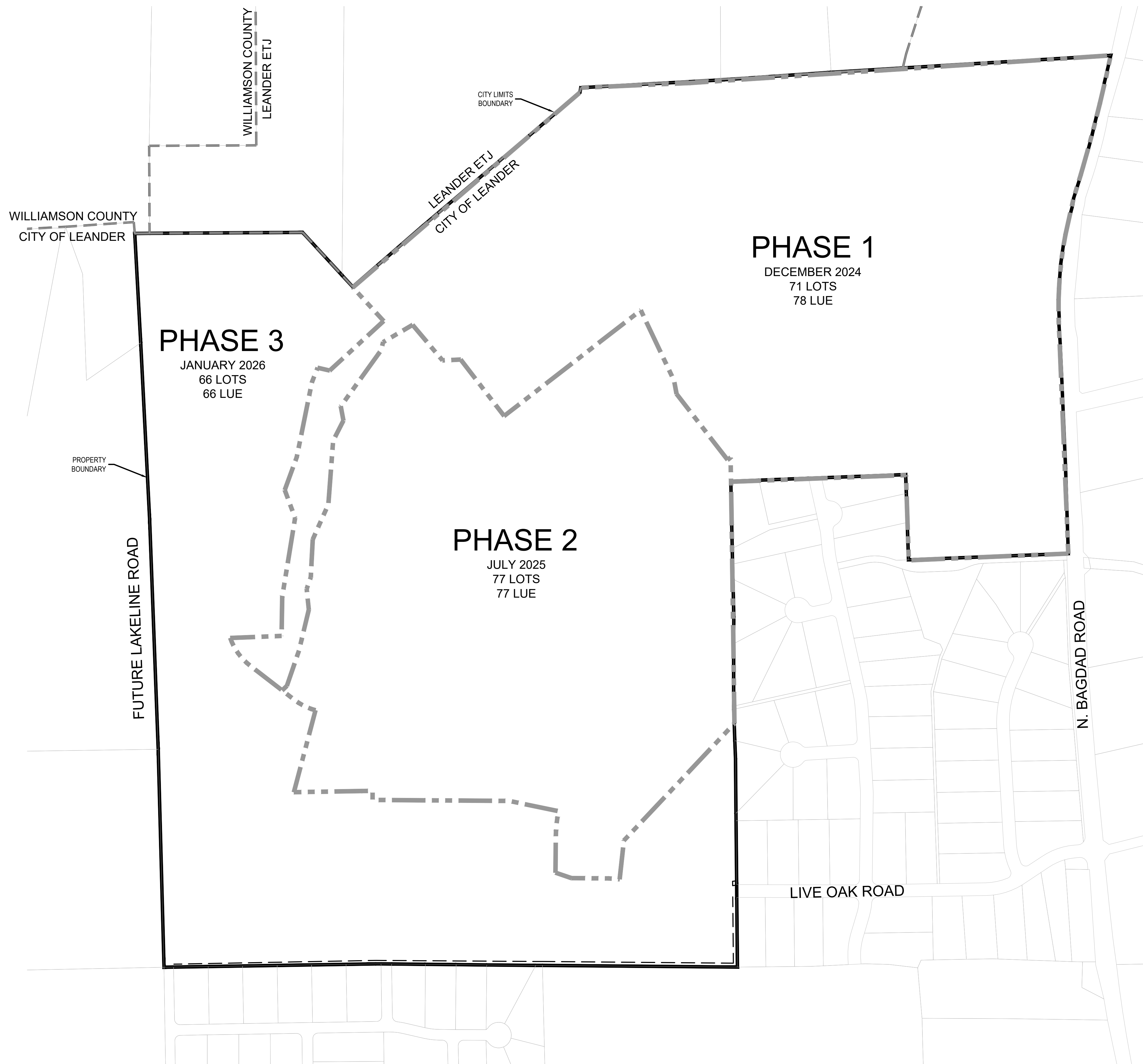
DESIGNED BY:
REVIEWED BY:
DRAWN BY:



BGE, Inc.
101 W LOUIS HENNA BLVD
AUSTIN, TX 78728
TEL: 512-879-0400 • www.bgeinc.com
TBPE Registration No. F-1046

SULLIVAN TRACT	CONCEPTUAL SITE LAYOUT AND LAND USE PLAN & CONCEPT PLAN
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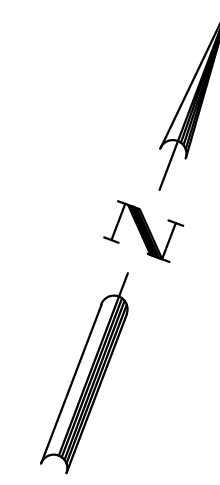


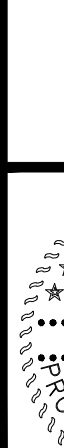


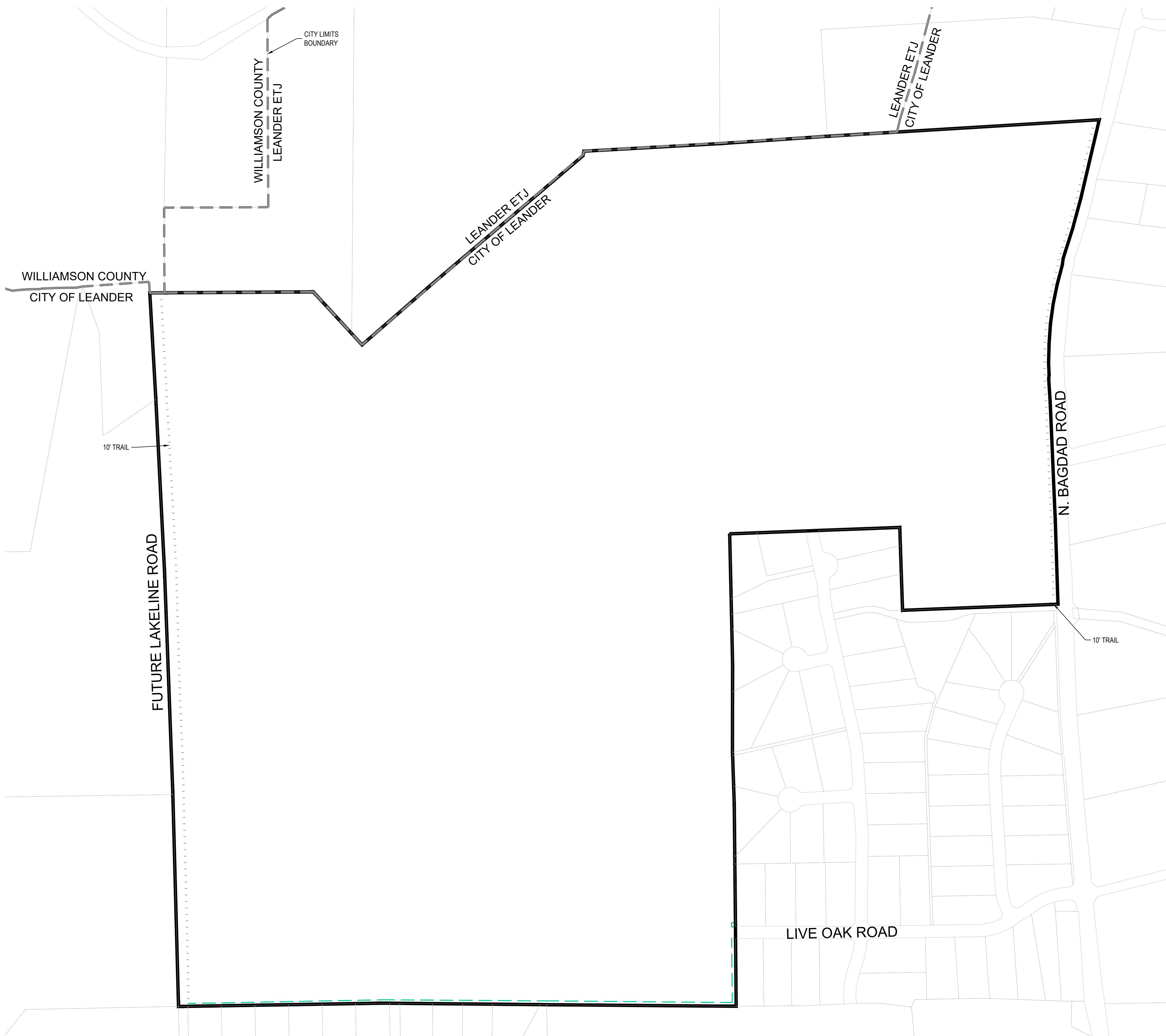
NOTES

1. PHASES SHALL NOT BE UNDER CONSTRUCTION OR REVIEW CONCURRENTLY AND ONLY ONE PHASE MAY BE PROCESSED PER YEAR.

 PROPERTY BOUNDARY
 CITY LIMITS
 PHASING BOUNDARY



 4/18/2024	SULLIVAN TRACT PHASING PLAN		 BGE Inc. 101 W LOUISIANA BLVD AUSTIN, TX 78728 TEL: 512-892-5400 • www.bgeinc.com TYPE Registration No. F-1046		△	
			△			
			△			
			△			
			△			
DESIGNED BY:		REV		DATE		
REVIEWED BY:						
DRAWN BY:						



PROPERTY BOUNDARY
CITY LIMITS
10' TRAIL
PROPOSED PARKLAND

LOT TYPE	NO. OF LOTS
SFR	214
TOTAL	214

NOTES

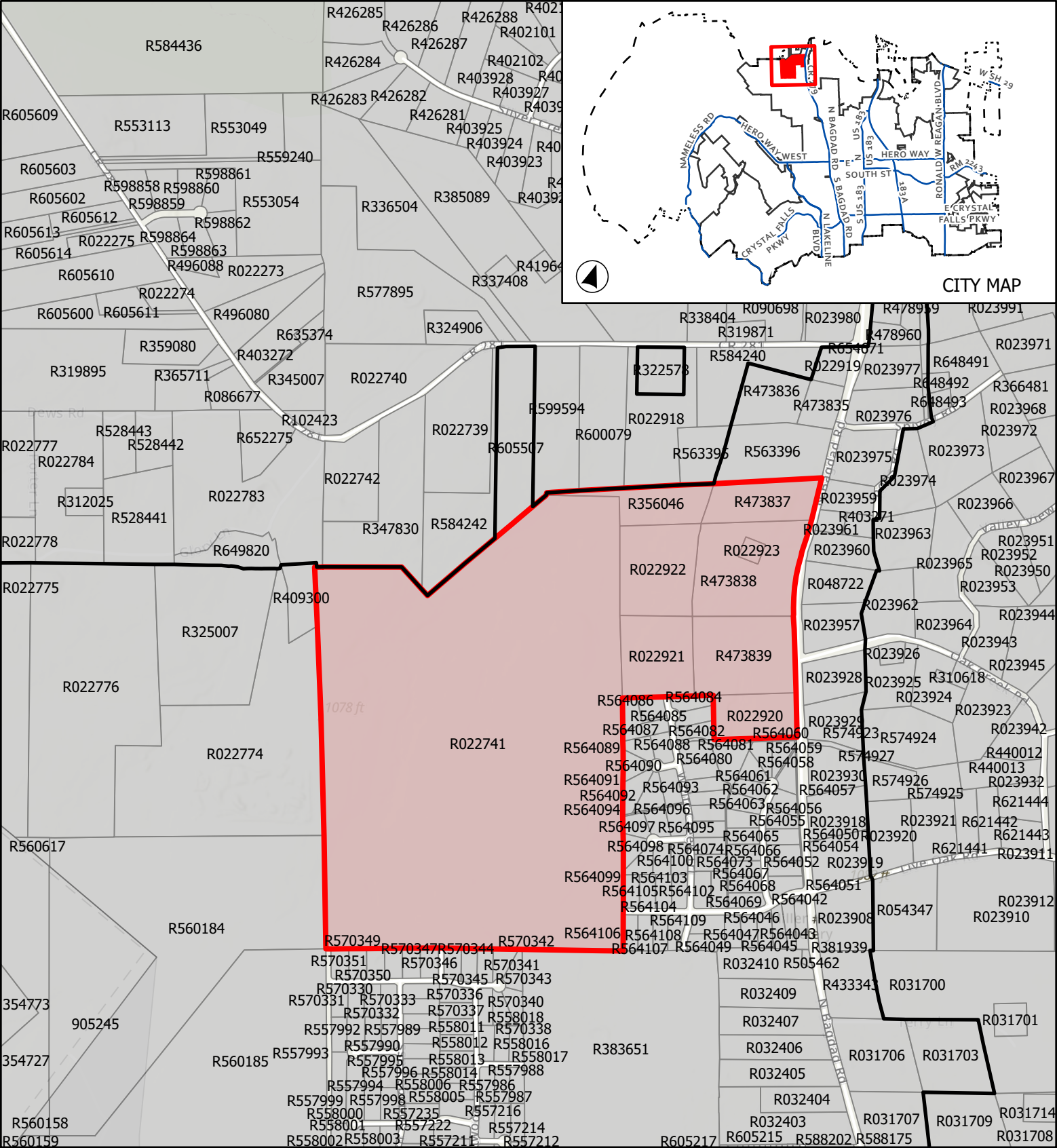
1. THERE WILL BE NO PARKLAND AREAS DEDICATED FOR THIS DEVELOPMENT. A FEE IN-LIEU OF \$310,300 WILL BE PAID TO MEET PARKLAND DEDICATION REQUIREMENTS.
2. PARK IMPROVEMENT FEE IS BASED ON THE BASIS OF \$400 PER DWELLING UNIT.
3. ALL PROPOSED PARK IMPROVEMENTS WILL MEET CITY PARK AND FACILITY EQUIPMENT STANDARDS AND U.S. CONSUMER PRODUCTS SAFETY COMMISSION - PUBLICATION 325.

LAND DEDICATION: (3.50 ACRES PER 100 DWELLING UNITS) + PARK IMPROVEMENTS FEE (\$400 PER DWELLING UNIT)

214 DWELLING UNITS / 100 x 3.50 = 7.49 REQUIRED PUBLIC PARK ACREAGE

214 DWELLING UNITS x \$400 = \$85,600 PROPOSED PARK IMPROVEMENTS FEE

PARK LAND PLAN PROPOSAL TABLE							
NO. OF LOTS	PARKLAND REQUIRED	PARKLAND PROPOSED	FLOODPLAIN ACRES/ SLOPE	ACRES CREDITED	PARK ACRE SURPLUS/ DEFICIT	PARKLAND FEE IN-LIEU VALUE	RECREATION IMPROVEMENT FEE
214	7.49 AC	0.00 AC	N/A	0.00 AC	7.49 AC	\$310,300	\$85,600



CASE: CP-23-0027

ATTATCHMENT 2

**SULLIVAN TRACT
REVISION #1**

Location Map



 City Limits

 Subject Boundary

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.

0 500 1,000

Feet

Page 260 of 304



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, April 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.
Meeting was called to order at 6:00 p.m.
2. Roll Call.
All Commissioners were present.
3. Director's report to the Planning & Zoning Commission on action taken by City Council on the April 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

Motion: To approve Consent Agenda Items 6 through 10.

By: Board Member May

Seconded: Board Member Oliver

Vote: 7 - 0

6. Approval of Subdivision Case FP-22-0012 regarding Bar W Ranch West Phase 10 Final Plat on six (6) parcels of land approximately 53.097 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R590364, R652645, R573683, R539735, R652644, and R654376; generally located west along Stamp Iron Avenue and Bar W Ranch Boulevard, Leander, Williamson County, Texas.

7. Approval of Subdivision Case FP-22-0032 regarding Travisso Phase 4, Sections 7-8 & Phase 5, Section 3 Final Plat on one (1) parcel of land approximately 47.61 acres ± in size, more particularly described by Travis Central Appraisal District Parcel 353024; generally located west of the intersection of Travisso Parkway and Via Levanzo Road, Leander, Travisso County, Texas.
8. Approval of Subdivision Case FP-22-0037 regarding Torrente-Warr Acres Short Form Final Plat on one (1) parcel of land approximately 23.417 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R031658; generally located east of the terminus of Oak Grove Road, Leander, Williamson County, Texas.
9. Approval of Subdivision Case FP-23-0072 regarding Gateway 29 Final Plat on ten (10) parcels of land approximately 34.051 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R649811, R464196, R319215, R534766, R534765, R418530, R620027, R403523, R534764 and R534763; generally located at the southwest corner of SH 29 and Ronald W. Reagan Boulevard, Leander, Williamson County, Texas.
10. Approval of the minutes for meeting held on April 11, 2024.

PUBLIC HEARING: ACTION

11. Conduct a Public Hearing regarding Subdivision Case CP-23-0027 to adopt the Sullivan Tract Concept Plan Revision #1 on nine (9) parcels of land approximately 308.288 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R022920, R473838, R473839, R022741, R356046, R473837, R022922, R022921, and R022923; generally located west of North Bagdad Road and approximately 1,200 feet south of CR 281, Leander, Williamson County, Texas.

Debbie Almond had questions
James Lyons was in favor with fences.

Motion: To approve Concept Plan CP-23-0027

By: Board Member Cosgrove
Seconded: Board Member Oliver

Vote: 7 - 0

12. Conduct a Public Hearing and consider action regarding Special Use Case Z-24-0107 to adopt a Special Use Permit to allow for the operation of a Mobile Food Establishment Park on one (1) parcel of land approximately 0.18 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R036077; and more commonly known as 203 North Brushy Street, Leander, Williamson County, Texas.

No one spoke in favor or opposition of the request.

Motion: To approve Zoning Case Z-24-0107

By: Board Member Oliver
Seconded: Board Member May

Vote: 6 - 1 Board Member Moss

13. Conduct a Public Hearing and consider action regarding Zoning Case Z-24-0112 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to GC-3-C (General Commercial) on four (4) parcels of land approximately 14.5 acres ± in size, more particularly described by Williamson Central Appraisal

District Parcels R031758, R098017, R473771, and R098019; and generally located approximately 475 feet to the west of the intersection of Hero Way and Ronald W. Reagan Boulevard on the northside of Hero Way, Leander, Williamson County, Texas.

Submitted via the website in opposition of the request was Rocky Brown, 2512 Belen Dr and Benjamin Davis, 1924 Woolsey Way.

Motion: To postpone zoning case Z-24-0112 to the next May 9, 2024 P & Z meeting, so staff can work with the applicant on a Minor PUD Amendment.

By: Board Member Mahan

Seconded: Board Member Cosgrove

Vote: 7 - 0

14. Conduct a Public Hearing and consider action regarding Comprehensive Plan Case CPA-23-0007 to amend the Comprehensive Plan to update the mix of land uses associated with the Activity Center and Zoning Case Z-22-0023 to amend the current zoning of TOD/PUD-CD (Transit Oriented Development / Planned Unit Development – Conventional Development Sector) to adopt the Pioneer Farmstead PUD (Planned Unit Development) with the base zoning of SFL-2-A (Single-Family Limited), SFT-2-A (Single-Family Townhouse), CH-2-A (Cottage Housing), and GC-3-A (General Commercial) on one (1) parcel of land approximately 56.65 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R032213; and generally located northeast of the intersection of 183A Toll Road and East San Gabriel Parkway, Leander, Williamson County, Texas.

- Discuss and consider action regarding CPA-23-0007 as described above.
- Discuss and consider action regarding Zoning Case Z-22-0023 as described above.

(This case was postponed until June 27, 2024.)

15. Conduct a Public Hearing and consider action regarding Zoning Case Z-24-0113 to amend the current zoning of TOD/PUD-CD (Transit Oriented Development/ Planned Unit Development – Conventional Development Sector) to adopt the Historic Bryson Farmstead PUD (Planned Unit Development) with the base zoning of LC-2-A (Local Commercial) on two (2) parcels of land approximately six (6) acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R032212 and R500771; and generally located northeast of the intersection of 183A Toll Road and East San Gabriel Parkway, Leander, Williamson County, Texas.

Speaking in opposition was Joshua Raley, 724 Mallow Rd. and Benjamin Davis, 1924 Woolsey Way.

Motion: To postpone Zoning Case Z-24-0118 until the May 9, 2024 P & Z meeting to review revised PUD Notes.

By: Board Member Cosgrove

Seconded: Board Member Oliver

Vote: 7 - 0 None

REGULAR AGENDA

16. Adjournment Adjourned at 7:42 p.m.

APPROVED

CHAIR

ATTEST:

STAFF LIAISON



EXECUTIVE SUMMARY
5/2/2024

AGENDA SUBJECT:

Discuss and consider action to direct staff to draft documents regarding a request for a variance to allow the sale of alcoholic beverages to occur within 300 feet of church, school, or hospital on one (1) parcel of land approximately 3.67 308.288 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R599180; commonly addressed as 10880 East Crystal Falls Parkway, Leander, Williamson County, Texas

BACKGROUND:

Section 4.06.005 of the City of Leander Code of Ordinances prohibits the sale of alcoholic beverages in a place of business which is located within 300 feet of a church, public school, or public hospital. The City Council established the variance procedure as allowed by V.T.C.A., Alcoholic Beverage Code § 109.33(e).

Alcoholic Beverage Code § 109.33(e).

(e) The commissioners court of a county or the governing board of a city or town that has enacted a regulation under Subsection (a) of this section may also allow variances to the regulation if the commissioners court or governing body determines that enforcement of the regulation in a particular instance is not in the best interest of the public, constitutes waste or inefficient use of land or other resources, creates an undue hardship on an applicant for a license or permit, does not serve its intended purpose, is not effective or necessary, or for any other reason the court or governing board, after consideration of the health, safety, and welfare of the public and the equities of the situation, determines is in the best interest of the community.

The measurement of the distance requirements for a school is measured from property line to property line and measured front door to front door for a church. The property line of the Crystal Falls Mixed Use Development measures within 300 feet of Wiley Middle School and Rouse High School. Northpoint Church, to be developed on this site, will have entrances within 300 feet of the proposed sales of alcohol.

The applicant is requesting a variance for future restaurant tenants of the Crystal Falls Mixed Use Development. This variance to the distance requirements would be granted to all future tenants of the proposed development. The applicant is requesting that the variance be approved only for tenants that hold a TABC permit for on-premises sales and a TABC Food and Beverage Certificate. A Food and Beverage Certificate requires that the permit holder either be a restaurant, as defined by the statute, or limit alcoholic beverage sales to no more than 60% of the business's total gross receipts.

HISTORY/TIMELINE:

APPLICANT/AGENT:

Kim Shipman and Craig Friedson on behalf of TOPO.

RECOMMENDATION:

Should City Council allow the variance, staff recommends the following conditions be included in the ordinance approving the variance:

- Provide that the variance expires if the certificate of occupancy for the restaurant is not issued within a certain period of time.
- If the use is discontinued for more than six months, the variance shall expire.
- Bar hours shall not operate outside of restaurant hours.
- No outdoor signage advertising alcohol shall be allowed.
- The bar area shall be limited to no more than twenty-five (25%) percent of the total square footage of the restaurant.

To approve the variance, Council must find that enforcement of the distance regulations do at least one of the following:

- Is not in the best interest of the public in this particular instance.
- Constitutes waste or inefficient use of land or other resources.
- Creates an undue hardship on an applicant for a license or permit.
- For any other reason the Council, after consideration of the health, safety, and welfare of the public and the equities of the situation, determines is in the best interest of the community.

PRESENTER:

Robin M. Griffin, Executive Director of Development Services

Fiscal Impact

Attachments:

1. Att 1 Request Letter
2. Att 2 Crystal Falls Concept Designs
3. Att 3 Distance Aerial
4. Att 4 Northpoint Church Letter of Support
5. Att 5 Cold Springs Neighborhood Letter of Support
6. Att 6 Crystal Springs Neighborhood Letter of Support
7. Att 7 Leander Chamber Letter of Support
8. Att 8 LISD Letter
9. Att 9 Crystal Falls - Location Map



April 8, 2024

To the Leander City Council:

Thank you for the opportunity to present to you the Crystal Falls Mixed Use Development. This letter is intended to communicate the vision for the Crystal Falls Mixed Use Development and to ask you to consider certain action essential to bringing this project to the citizens of Leander.

Crystal Falls Mixed Use Development Project Description and Developer

Designed and proposed by TOPO Development Group, the Crystal Falls Mixed Use Development, represents a mix of restaurants, business and an established church by integrating creative architectural design integrating with the existing landscape, to be located at 10880 Crystal Falls Parkway. A site plan for the proposed development is on file with the City of Leander, and I've attached an aerial depiction of the project and conceptual designs as Exhibit A. You may recognize TOPO Development Group from their other notable projects in the area, including Springdale General and Canopy. TOPO prides itself on providing full service commercial real estate development services in the Greater Austin area with a focus on creating dynamic properties that are additive to and reflective of the communities in which they are located. The Crystal Falls Mixed Use Development is in line with that experience and mission.

City of Leander Alcohol Regulations Restrict Certain On-Premises Alcohol Sales

Like most cities in Texas, the City of Leander has passed an ordinance prohibiting the on-premises sales of alcoholic beverages within 300 feet of a public school, measured property line to property line, and within 300 feet of a church, measured door to door (City of Leander Code of Ordinances Section 4.06.005). Whereas cities are generally prohibited from restricting sales of alcoholic beverages, this ordinance is expressly authorized by the Texas Alcoholic Beverage Code (Tex. Alco. Bev. Code Section 109.33).

Schools Within 300 Feet. The property line of the Crystal Falls Mixed Use Development measures within 300 feet of Wiley Middle School and Rouse High School – part of Leander Independent School District (LISD). While we understand from LISD that it is their policy not to endorse the sale of alcohol within the limits set, please note that Wiley Middle School and Rouse High School are largely fenced campuses and, while the boundary of the entire project is located within 300 feet (as measured across Crystal Falls Parkway), there is over 2,000 feet of walking distance from the entrance of the closest tenant within the proposed development to the nearest entrance of Wiley Middle School and over 4,000 feet to the Rouse High School entrance. This is depicted in Exhibit B.

Support from Church. Once the Northpoint Church is developed onsite, the proposed tenant spaces would also have entrances within 300 feet of Northpoint Church. Northpoint Church fully supports and welcomes the Crystal Falls Mixed Use Development and has expressed the

same in a written statement attached as Exhibit C.

Community Support

We have also communicated with the Cold Springs and Crystal Springs Homeowners Associations regarding the project and proposed waiver. A support letter from the Cold Springs Homeowners Association is included with the submittal and a support letter from the Crystal Springs Homeowners Association is forthcoming. We also have support from the Leander Chamber of Commerce and Visitors Center and a support letter is also included with the submittal. All above letters are attached as Exhibit D.

Creating a Clear Path for Restaurants Tenants at the Proposed Development

The authority given to the City to restrict sales near schools and churches *also grants the City the express authority to allow for variances* when enforcement “is not in the best interest of the public, constitutes a waste or inefficient use of land or other resources, creates an undue hardship on an applicant for a [TABC] license or a permit, does not serve its intended purpose, is not effective or necessary, or for any other reason the ...governing board, after the consideration of the health, safety, and welfare of the public and the equities of the situation, determines is in the best interest of the community.” Tex. Alco. Bev. Code 109.33(e). Opening a new restaurant is challenging in the best circumstances, and adding the requirement of achieving a variance in many cases creates a hurdle that turns away quality tenants.

As described further below, we are asking you to consider taking action to create a waiver or “standing variance” to guide the future restaurant tenants of the Crystal Falls Mixed Use Development. We believe that taking such step recognizes the value that the project would bring to the Leander community while preserving City control as described below.

Best Interests of the City of Leander. The proposed development includes plans for unique restaurants, retail spaces and creative office space, and represents a significant opportunity for the City of Leander. First, the introduction of quality restaurants and retail stores will greatly enhance the lifestyle and convenience for the nearby residents of Cold Springs and Crystal Springs and the surrounding community. The development will provide new dining and shopping options, reduce the need for travel to other cities for similar amenities, and create a vibrant local hub that fosters community engagement and social interaction. Further, the development will stimulate the local economy by creating jobs, increasing tax revenues, and attracting more visitors to Leander, which aligns with Leander’s growth strategy and vision for a thriving, dynamic community.

Avoiding an Undue Hardship on Quality Restaurant Tenants. As you may know, responsible alcoholic beverage sales are a key component to the bottom line of most financially successful restaurants. Restaurants who sell alcoholic beverages must first acquire an alcoholic beverage permit issued by the Texas Alcoholic Beverage Commission (“TABC”). Such issuance only occurs following preliminary location approval by the local city and county.

The option to offer alcoholic beverage sales is a determining factor in attracting the type of quality, family-oriented restaurant tenants that the Crystal Falls Mixed Use Development intends to accommodate. In investing in this project, ownership requires assurances that, as restaurant

tenants turn over, new restaurant tenants will not be discouraged from occupying a space due to the necessity of acquiring a variance. Without action by the Council, each new tenant would be required to make essentially the same case before City Council as prior tenants to request similar variances.

Preventing a Waste and Inefficient Use of Land and Resources. The mixed use development of this particular tract would be consistent with and complementary to the existing development in the area. We believe that creating a standing variance for certain tenants as described below is essential to utilizing this property in the most efficient way. On the contrary, leaving the property in a state that is untenable for new restaurant tenants would constitute a waste and inefficient use of this specific property in consideration of the surrounding area.

Repeat Variances Results in Inefficient Use of Resources for Ideal Tenants. Requiring similarly situated tenants to individually request a variance prior to acquiring a new TABC alcoholic creates waste and inefficient use of resources that will shrink the pool of tenants to those who have the additional resources to dedicate the extra time and effort needed to (in addition completing the challenging TABC application process) request, present, and achieve a City of Leander variance to the 300 ft requirement described above. This is not in line with our desire to see local, unique concepts fill these spaces.

Repeat Variance Applications Unnecessarily Expend City Resources. Without creating a standing variance, new tenants in the proposed development would present to the Council similar circumstances for similarly situated tenants. These repeat applications for variances would potentially waste and promote an inefficient use of City resources by requiring processing repeated variances, when the same can be avoided as we describe below.

Preserving City of Leander's Ability to Restrict Certain Alcoholic Beverage Sales

Because of the specific character of the area and the existing development, we propose you consider taking action in the form of a waiver of the 300-foot restriction for restaurants within the Crystal Falls Mixed Use Development. Specifically, we propose that by ordinance you establish a standing variance *only for tenants who, in addition to holding a TABC permit for on-premises sales also hold a TABC Food and Beverage Certificate.*

Such action would protect the City of Leander's interest maintaining control of the type of tenants in the Crystal Falls Mixed Use Development by effectively imposing on all restaurant tenants the requirements of the TABC Food and Beverage Certificate.

Food and Beverage Certificate Requirements. To maintain a TABC Food and Beverage Certificate, the tenant would have to continuously comply with various requirements including:

- (1) Offering multiple entrees that are prepared or assembled on-site
- (2) Selling alcohol only when food is also being sold, and
- (3) Maintaining permanent food service facilities.

Loss of Food and Beverage Certificate Automatically Terminates TABC Permit for On-Premises Sales. If a Food and Beverage Certificate is *required* of tenants, the loss of the Food and

Beverage Certificate would automatically terminate the underlying TABC alcoholic beverage permit. In other words, the tenant who does not meet and continue to meet the strict compliance requirements of the Food and Beverage Certificate will lose its ability to sell alcoholic beverages.

In accordance with Section 109.33(e) of the Texas Alcoholic Beverage Code, we ask the City Council conclude that the proposed on-premises sale of alcoholic beverages within Crystal Falls Mixed Use Development does not negatively affect the health, safety and welfare of the public and that, in the context of this development, compliance with City of Leander Code of Ordinances Section 4.06.005 would instead conflict with the best interests of the City and create a hardship that would result in an inefficient use of the land. Therefore, we hereby request that the City Council approve a standing variance that is limited to the Crystal Falls Mixed Used Development and extends only to tenants who also request and maintain a TABC Food and Beverage Certificate.

Sincerely,

A handwritten signature in cursive script that reads "Michele Rogerson Lynch". The signature is written in dark ink and is positioned above the printed name.

Michele Rogerson Lynch

Enclosures

Cc: Kim Shipman and Craig Friedson, TOPO



ABOUT TOPO

TOPO brings a unique perspective to real estate drawing from our experiences founding and operating hospitality businesses.

We create uncommon spaces where thoughtful design produces meaningful impacts for our tenants, partners, and community - while having fun along the way.

Our fully integrated team finds innovative real estate solutions for businesses seeking dynamic, attainable workspaces. We build relationships with best-in-class partners who share our passion for activating destinations and helping them thrive.

We are proud of what we have accomplished and excited for the opportunities ahead.

- A** 5540-A North Lamar
- B** 826 Houston
- C** Springdale General
- D** Canopy
- E** 4910 Burnet Road
- F** 1900 Howard Ln



The Vision

Located in Leander, Texas, Crystal Falls is a reimagining of the familiar. Rooted in community and vibrancy, it creates a complementary contrast; vernacular architecture meets the unexpected in a textured and layered fashion. Crystal Falls is an authentic approach to materiality and discovery among the "in between" spaces. It is a frequented touchpoint of Leander friends and family that fosters connection and memory making amongst the community it serves.

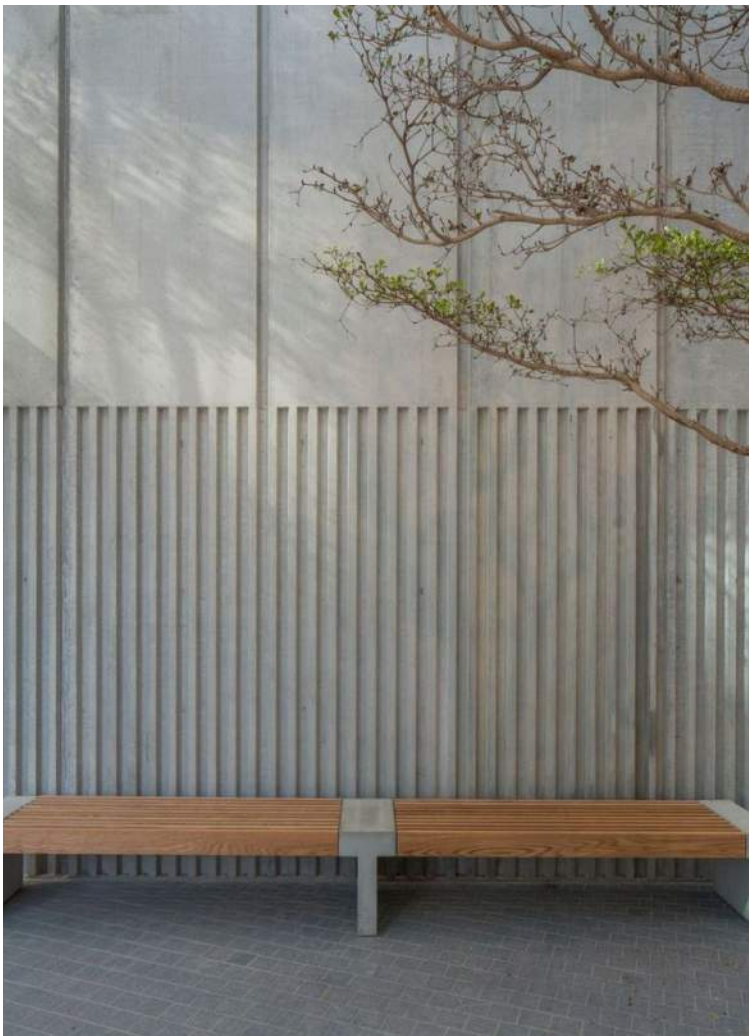
Layered within the Land



Humble Gathering



Honest Approach



Discovered Experience



Layered within the Land

Naturalistic
Blurred
Lush



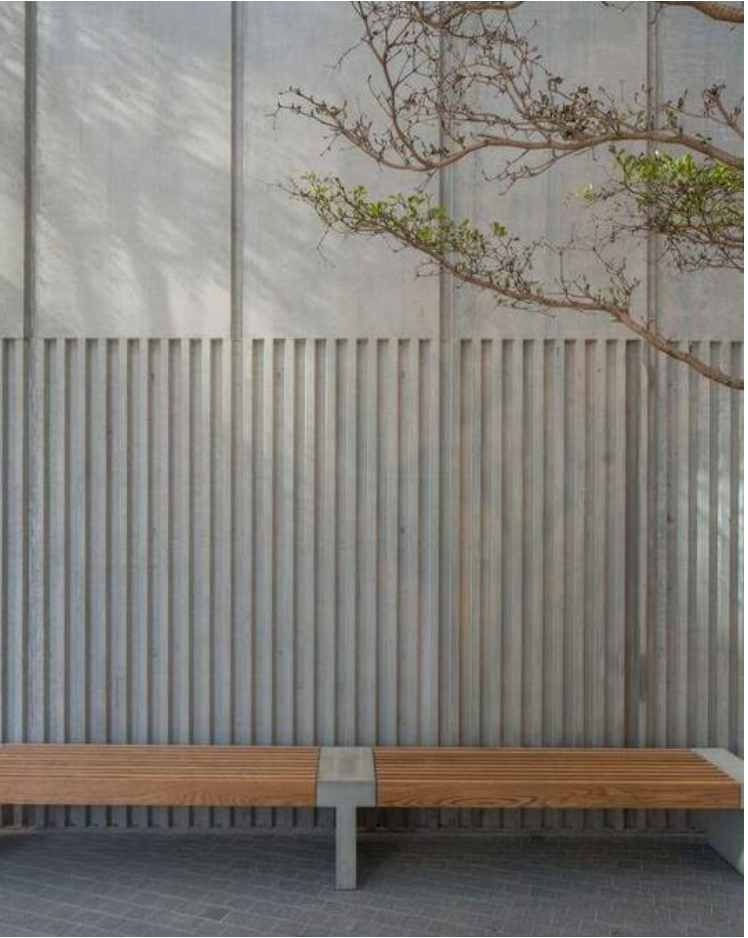
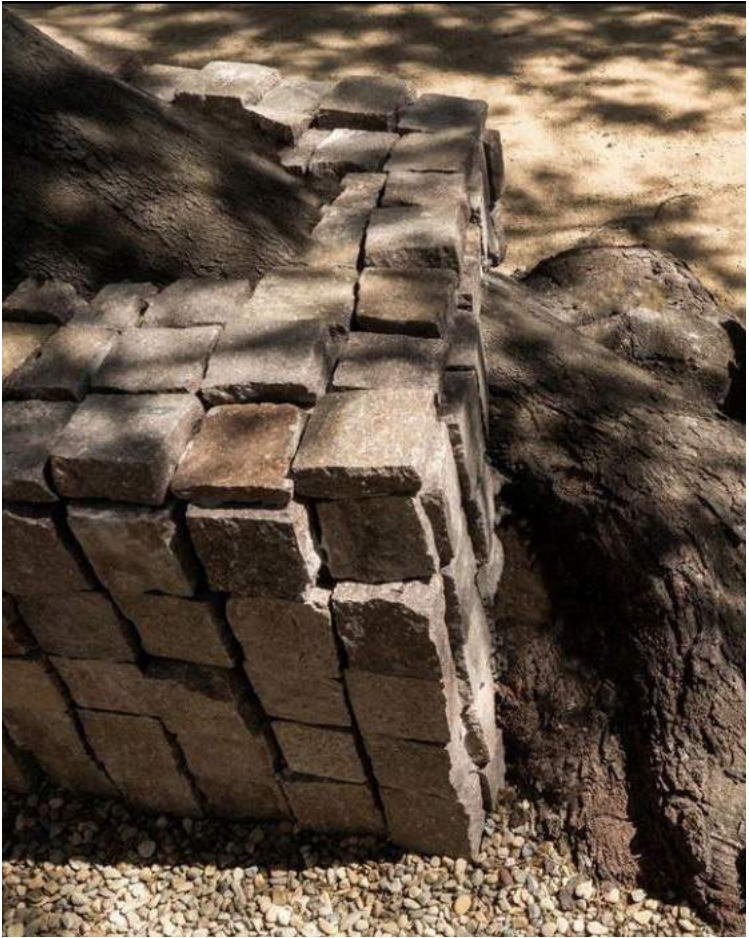
Humble Gathering

Neighborly
Togetherness
Casual



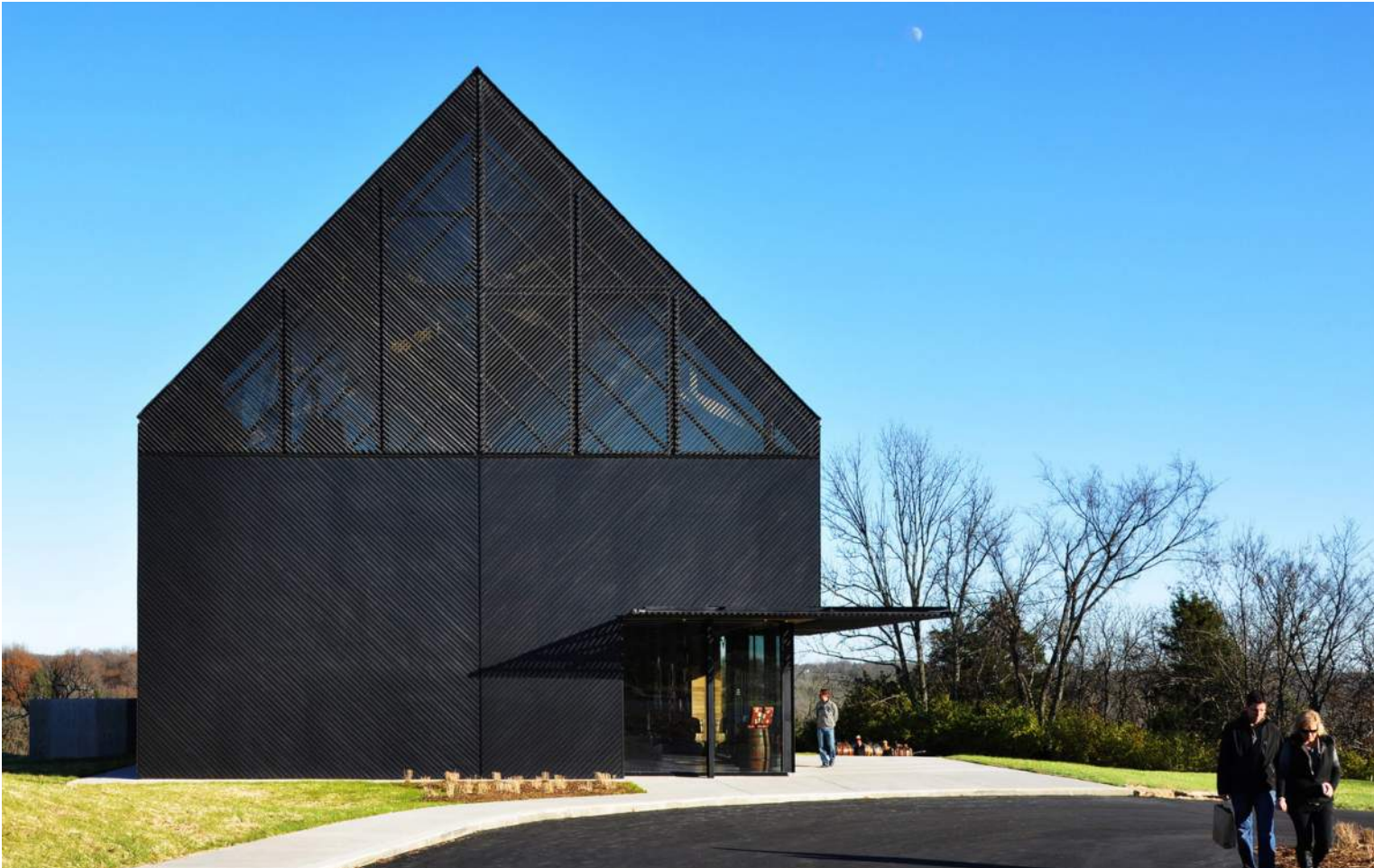
Honest Approach

Authentic
Innovative
Grounded



Discovered Experience

Social
Activated
Unexpected



Aerial

























**ROUSE
HIGH SCHOOL**
4,118 feet

**KNOX WILEY
MIDDLE SCHOOL**
2,112 feet

Property Fence
A fence runs along the
LISD property line except
on Raider Way

Subject property line
to Leander ISD school
property line is 107.5'

**SUBJECT
PROPERTY**

Dear City Council Members,

I am writing to you on behalf of Northpoint Church <https://www.npaustin.com/> to express our strong support for the proposed development at 10880 Crystal Falls Parkway. This development, including plans for unique restaurants, retail spaces and creative office space, represents a significant opportunity for our community and the City of Leander as a whole.

We understand that the inclusion of restaurants in the plan involves an alcohol component, which requires a variance that the city must grant given the proximity to a middle and high school. After thoughtful consideration we support the city council granting this variance.

Northpoint Church wholeheartedly supports the proposed development at 10880 Crystal Falls Parkway. We are confident that it will bring substantial benefits to our community and the city at large. We look forward to seeing the positive changes it will usher in and are eager to work together with the city council and developers to ensure its success.

Thank you for considering our perspective. We are committed to staying engaged in this process and are available to discuss this further or provide any additional information needed.

Sincerely,

Barry Cox

A handwritten signature in cursive script that reads "Barry Cox".

Executive Director and Chief Financial Officer
Northpoint Church

Alberto Gomez
Board President, Cold Springs Homeowner Association
2244 Grand Lake Pkwy
Leander, TX, 78641
March 22, 2024

City Council
City of Leander
200 W. Willis St.
Leander, TX 78641

Dear City Council Members,

On behalf of the Cold Springs Homeowner Association, Inc., I am writing to express our support for the proposed development at 10880 Crystal Falls Parkway. We recognize that a variance is required to accommodate the restaurants that will be serving alcohol on the site due to the proximity to the middle and high schools across Crystal Falls Parkway. We are supportive of a variance for this purpose and believe this development aligns with the desires of the City of Leander and the Cold Springs Homeowner Association, Inc., for a vibrant community hub.

If this development were to be approved, on behalf the Cold Springs Homeowner Association, Inc., we are requesting the City of Leander perform a traffic study on the impact of this new development will have on the community and consider installing a stop light at Grand Lake Pkwy and Crystal Falls Pkwy to ease the traffic influx.

We are excited about the potential improvements to our community's lifestyle and are committed to supporting this development. We look forward to collaborating with the city council and developers to ensure its success.

Thank you for considering our support.

Sincerely,

Alberto Gomez

Alberto Gomez
Board President
Cold Springs Homeowner Association

Ambrose Longstreet
Vice President, Crystal Springs Neighborhood Association
1652 Turtle Bay Loop
Crystal Springs Neighborhood
Leander, TX 78641
April 9, 2024

City Council
City of Leander
200 W. Willis St.
Leander, TX 78641

Dear City Council Members,

On behalf of the Crystal Springs Neighborhood Association, I write to express our support for the proposed development at 10880 Crystal Falls Parkway. We recognize that a variance is required to accommodate the restaurants that will be serving alcohol on the site due to the proximity to the middle and high schools across Crystal Falls Parkway. We are supportive of a variance for this purpose and believe this development aligns with the desires of the City of Leander and the Crystal Springs Neighborhood for a vibrant community hub.

We are excited about the potential improvements to our community's lifestyle and are committed to supporting this development. We look forward to collaborating with the city council and developers to ensure its success.

Thank you for considering our support.

Sincerely,

Ambrose Longstreet
Vice President
Crystal Springs Neighborhood Association



100 N. BRUSHY | LEANDER | TX | 78641

4/4/2024

To Whom It May Concern,

This letter is to confirm the full support of the Leander Chamber of Commerce & Visitors Center in regard to the development project at 10880 Crystal Falls. This project will substantially benefit the City of Leander and generate a significant enhancement to the City's tax base.

The plan is ideal for that location and fits perfectly with our desires to grow our commercial sector, bring restaurants, and shopping to the Leander community.

If you require any additional information regarding our position on this project, please feel free to contact me at 512-259-1907.

Sincerely,

Bridget L. Brandt

President & CEO

From: [Isaac Turner](#)
To: [Robin Griffin](#)
Subject: FW: FW: Crystal Falls TABC Application
Date: Tuesday, April 16, 2024 7:53:39 AM
Attachments: [image001.png](#)

FYI

From: Isaac Turner
Sent: Tuesday, April 16, 2024 7:53 AM
To: 'Bruce Gearing' <bruce.gearing@leanderisd.org>
Subject: RE: FW: Crystal Falls TABC Application

Thank you, Sir.

From: Bruce Gearing <bruce.gearing@leanderisd.org>
Sent: Tuesday, April 16, 2024 6:17 AM
To: Isaac Turner <iturner@leandertx.gov>
Subject: Re: FW: Crystal Falls TABC Application

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.

Isaac,

Yes, LISD is opposed to any application which sells alcohol within the established limit.

Bruce Gearing, Ed.D.
Superintendent
Leander ISD

Futuristic. Strategic. Learner. Ideation. Achiever.

On Mon, Apr 15, 2024 at 11:00 AM Isaac Turner <iturner@leandertx.gov> wrote:

Bruce,

Thank you for the response below. Based on the comments below and to clarify LISD's position to the City Council, is LISD opposed to the TABC application?

Thank you,
Isaac

From: Bruce Gearing <bruce.gearing@leanderisd.org>

Sent: Friday, April 12, 2024 6:18 PM

To: Isaac Turner <iturner@leandertx.gov>

Subject: Re: FW: Crystal Falls TABC Application

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.

Isaac,

I have forwarded you the email strong with Lissa Adams. I am firm that we will not endorse the sale of alcohol within the limits set. Thank you for your continued support of LISD.

Regards,

Bruce Gearing, Ed.D.
Superintendent
Leander ISD

Futuristic. Strategic. Learner. Ideation. Achiever.

On Fri, Apr 12, 2024 at 1:35 PM Isaac Turner <iturner@leandertx.gov> wrote:

Good afternoon Bruce,

Below is the email (see the yellow highlight) string I referenced in the voice mail I left you. Would you please call me as soon as you are able.

Thank you,
Isaac

From: Robin Griffin <rgriffin@leandertx.gov>

Sent: Friday, April 12, 2024 1:24 PM

To: Isaac Turner <iturner@leandertx.gov>
Subject: FW: Crystal Falls TABC Application

Hi Isaac,

Below, please find the email we discussed.

Please do not hesitate to contact me if you have any questions.

Thanks,

Robin M. Griffin, AICP

Executive Director of Development Services | City of Leander
PO Box 319, Leander TX 78641
512-528-2763 | rgriffin@leandertx.gov

From: Craig Friedson <cfriedson@topo-dg.com>
Sent: Thursday, April 11, 2024 9:05 AM
To: Robin Griffin <rgriffin@leandertx.gov>
Subject: RE: Crystal Falls TABC Application

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.

We have reached out to LISD and understand that it is their policy not to endorse TABC applications, but got the indication they were not opposed and indicated that in our letter. We did not want to force them to go on the record if they were not required to. Could you give me a call to discuss at your convenience?



CRAIG FRIEDSON
VP OF DEVELOPMENT

O: +1 512 416 1234 C: +1 301 704 9047

[701 S. Lamar, Ste. C Austin, TX 78704](mailto:cfriedson@topo-dg.com)
www.topo-dg.com

"Click here to check out [TOPO's portfolio](#)!"

From: Robin Griffin <rgriffin@leandertx.gov>
Sent: Wednesday, April 10, 2024 4:20 PM
To: Craig Friedson <cfriedson@topo-dg.com>
Subject: RE: Crystal Falls TABC Application

[External Email]

Use caution before opening links or attachments.

- Helpdesk

Thanks Craig! We are reviewing the submittal. Did you provide anything from LISD?

Please do not hesitate to contact me if you have any questions.

Thanks,

Robin M. Griffin, AICP

Executive Director of Development Services | City of Leander
PO Box 319, Leander TX 78641
512-528-2763 | rgriffin@leandertx.gov

From: Craig Friedson <cfriedson@topo-dg.com>
Sent: Wednesday, April 10, 2024 2:38 PM
To: Robin Griffin <rgriffin@leandertx.gov>
Subject: Crystal Falls TABC Application

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.

Robin-

I have sent this package along and wanted to make sure your received it because it is large and have not heard back. Can you confirm and give me a call to discuss next steps at your earliest convenience?

Thank you in advance,

Craig

CRAIG FRIEDSON
VP OF DEVELOPMENT

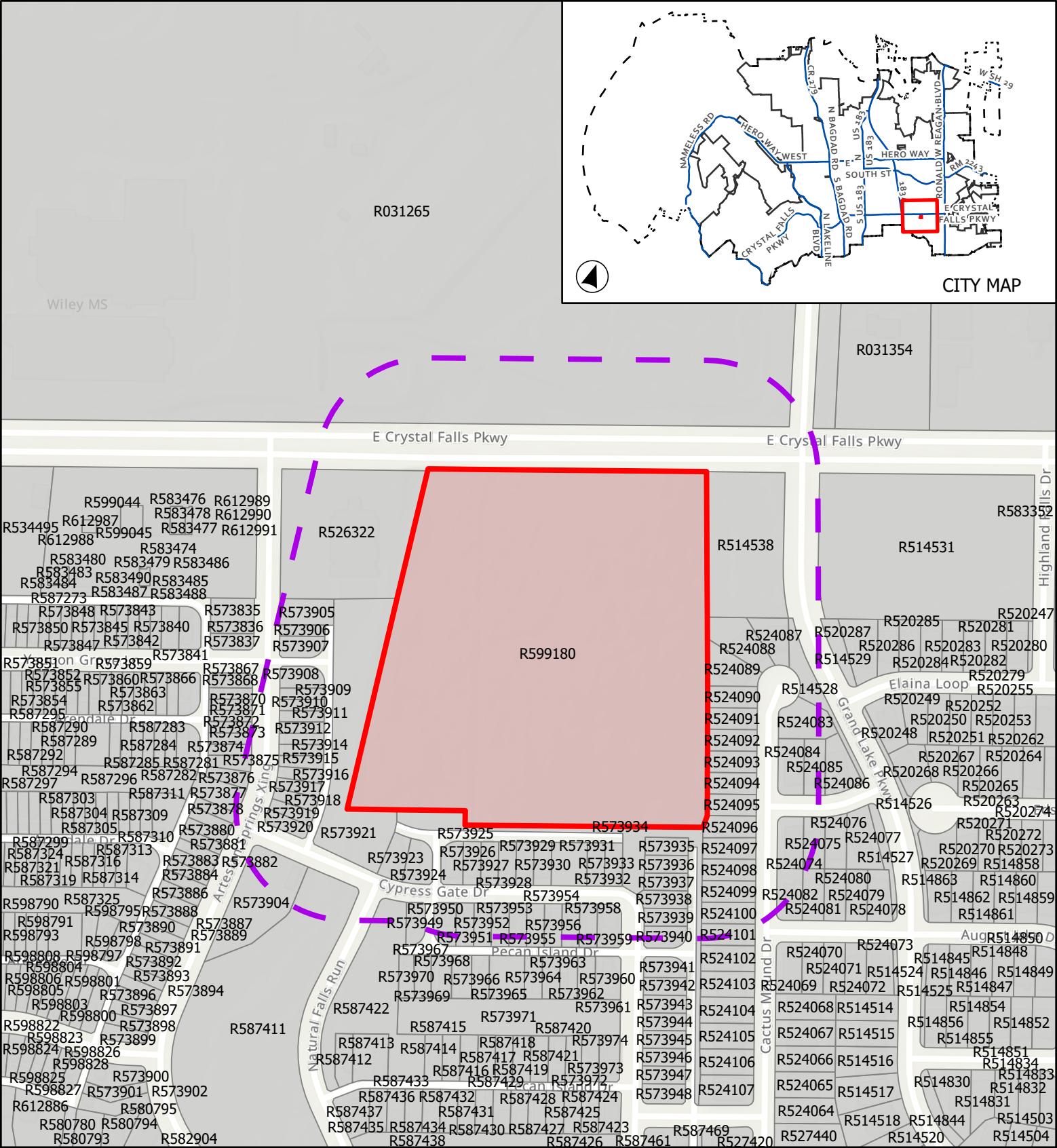
O: +1 512 416 1234 C: +1 301 704 9047



[701 S. Lamar, Ste. C Austin, TX 78704](#)
www.topo-dg.com

"Click here to check out [TOPO's portfolio!](#)"





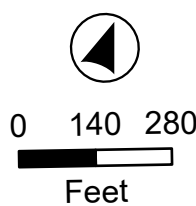
R599180

ATTACHMENT 2

CRYSTAL FALLS
MIXED USE DEVELOPMENT

Location Map

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



City Limits

ETJ Boundary

Subject Boundary

Notification Buffer

Page 299 of 304



EXECUTIVE SUMMARY
5/2/2024

AGENDA SUBJECT:

Discuss and consider action on a Memorandum of Understanding by and between the City of Leander and Leander Foundation for a term of three (3) years to address accessibility improvements at City-owned park facilities for a term of three (3) years with the option of an additional renewal of two (2) years; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

In Spring 2023, the Leander Foundation and City began discussing the possibility of building an all-inclusive playground in a City-owned park. An all-inclusive playground is designed to promote play among children of all abilities to develop physically, socially, cognitively, and emotionally. While that remains a focus of the Foundation, the Foundation and City also discussed other smaller-scale Americans with Disabilities Act (ADA) accessibility improvements that could be installed within City-owned parks at a lower cost. Examples include modified signage, tactile strips for the visually impaired, and equipment such as spoon chairs and bongo drums. The proposed Memorandum of Understanding (MOU) identifies specific projects that the Foundation would partner with the City in funding.

If this partnership proves to be mutually beneficial for the Foundation and City at the end of three (3) years, additional goals might be identified to continue the improvement of City-owned park facilities and provide for other unmet park needs in the community.

HISTORY/TIMELINE:

- May 11, 2023 – First meeting with Leander Foundation to discuss projects, partnerships, and potential MOU.
- September 14, 2023 – Second meeting to review MOU draft terms.
- February 16, 2024 – City receives Leander Foundation backup documents.
- March 26, 2024 – Final MOU draft review with Leander Foundation.
- April 9, 2024 – MOU review and unanimous approval by the Parks and Recreation Advisory Board.

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval

PRESENTER:

Mark Tummons, Parks and Recreation Director

Fiscal Impact

Attachments:

1. Leander Foundation MOU 2024

MEMORANDUM OF UNDERSTANDING

between

The Leander Foundation

and

City of Leander

This Memorandum of Understanding ("MOU") is made and entered into by and between The Leander Foundation, a nonprofit community-based group exempt under section 501c3 of the federal tax code (hereinafter referred to as "Foundation"), and City of Leander, a municipal corporation located in Leander, Texas (hereinafter referred to as "City") addresses accessibility improvements for park facilities. The Foundation and City may be referred to collectively as the "Parties".

WHEREAS:

1. The City, by and through its City Council, has deemed it in the best interest and good will for the citizens of Leander, Texas, to ensure City-owned park facilities and information are available to as many Leander residents and visitors as possible; and
2. The Leander Foundation mission is to champion the sustainable growth of Leander, Texas, with a steadfast commitment to enhancing the quality of life for all residents; and
3. The City has need for assistance in funding, coordinating, and implementing accessibility improvements at City-owned parks; and
4. The Foundation desires to assist the City with accessibility improvements while allowing the City to retain responsibility and final authority on improvement activities; and

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

1. The Foundation agrees to collect funds to be used for accessibility improvements at City-owned parks. Funds will be transferred to the City in the form of an annual check payment. Discussion of the use of funds will be a joint discussion between the Parties. Accessibility improvements include:
 - a. Lakewood Park.
 - i. Installation of high-contrast tactile strips along all playset drop-offs (i.e., slides, etc.) in the large playscape area.
 - ii. Installation of sidewalk near the large playscape area to connect the outer sidewalks to the picnic deck on west the side of the main playscape.
 - iii. Installation of sidewalk near the large playscape area to connect Live Oak Pavilion to the wheelchair-accessible swing.
 - iv. Removal of fence surrounding the wheelchair-accessible swing next to Live Oak Pavilion.
 - v. Replacement of existing Splash Park sprayer gun with a Twist-N-Spray gun.

- b. Benbrook Ranch Park.
 - i. Installation of high-contrast tactile strips at both playscape entrances.
 - ii. Installation of a spoon chair and bongo drums in the playscape area.
 - iii. Installation of an accessible swing in the playscape area.
 - c. Any City-owned park.
 - i. Installation of permanent communication boards, where applicable, to help nonverbal patrons access park amenities which may include, but are not limited to: pavilions, playscapes, fishing piers, dog park areas, pool areas, announcement kiosks, and fixed seating areas.
 - ii. Purchase of portable communication boards to help nonverbal patrons access amenities at City-hosted special events and recreation programs.
 - iii. Installation of park benches that comply with accessibility standards issued under the Americans with Disabilities Act (ADA).
2. The Foundation agrees it will not collect funds for projects or activities affiliated with City-owned facilities which are not expressly stated in this MOU or other similar written agreement between the Parties.
 3. The Foundation agrees to abide by City permit, license, and insurance requirements for fundraising activities hosted at City-owned facilities, as applicable, and will not delegate event host responsibilities or funds management to a third party.
 4. The City agrees to collaborate with the Foundation on planning accessibility improvement projects which are funded by the Foundation, in part, according to this MOU.
 5. The City agrees to retain responsibility and final authority on accessibility improvement project activities once the required funds are appropriated by the City, as well as ongoing maintenance of equipment after installation, as determined by the City.
 6. The City agrees to allow the Foundation to promote the accessibility improvement projects expressly stated in this MOU in Foundation marketing materials and related activities. However, the Foundation must use pre-approved City branding if promoting partnership with the City, and messaging or signage used for such purposes must not conflict with other City rules and regulations.
 7. Terms of this MOU are governed by the laws of the state of Texas and all City-owned parks are located in either Williamson or Travis counties, Texas. This is the entire agreement and there is no other agreement.
 8. This MOU is for the term of three (3) years from the date signed by the Parties, unless terminated earlier. The MOU may be renewed for an additional two (2) years upon agreement of the parties.
 9. This MOU may be terminated by either party upon thirty (30) days' written notice.
 10. This MOU may be revised or modified at any time by mutual written agreement of the parties hereto.

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

**CITY OF LEANDER, TEXAS
(CITY)**

By: _____
Todd Parton, City Manager

Date: _____

Attest:

Dara Crabtree, City Secretary

Date: _____

**THE LEANDER FOUNDATION
(FOUNDATION)**

By: _____
Carlos St. James, Founding Chairman

Date: 4/10/2024

Attest:

Witness

Date: _____