



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Tuesday, July 9, 2024
Regular Meeting at 7:00 PM



Mayor – Christine DeLisle
Place 1 – Kathryn Pantalion-Parker
Place 2 – Michael Herrera
Place 3 – David McDonald

Place 4 – Na'Cole Thompson
Place 5 – Chris Czernek
Place 6 – Becki Ross
City Manager – Todd Parton

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

REGULAR MEETING – CONVENE AT 7:00 PM

1. Open Meeting, Invocation and Pledges of Allegiance.
2. Roll Call.
3. Oath of Office Councilmember Place 6
[Immediately following the oath of office there will be a brief reception]
4. 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.]

5. Recognitions/Proclamations/Visitors.
 - WaterSense Smart Irrigation Month (July)

CONSENT AGENDA: ACTION

6. Approval of the minutes for meetings held on June 20, 2024 and June 25, 2024.
7. Approval of Task Order No. MATLT-REL-CIPS23-019-04 with UES Professional Solutions 45, LLC for material testing services for Fire Station No.2 (CIP M.16) addition and renovation in the amount of \$62,273.00; and authorize the City Manager to execute any and all necessary documents.
8. Approval of Task Order No. MATLT-AAI-CIPS23-019-05 with Arias & Associates, Inc. for Material Testing Services for Wildsprings Phase 1 in the amount of \$76,472.50; and authorize the City Manager to execute any and all necessary documents.
9. Approval of Change Order No. 5 with Joe Bland Construction, LP; as part of the close out process for the Falcon Oaks Water and Wastewater Collection System Improvements (CIP W.6/WW.20) decreasing

the amount by \$84,769.00, for a new contract total of \$4,551,717.10, with no extension of term duration; and authorize the City Manager to execute any and all necessary documents.

10. Acceptance of public improvements for RM 2243 at Horizon Park Boulevard traffic signal including the following public improvement categories: streets, signals, erosion and sedimentation controls, and drainage.
11. Acceptance of public improvements for Rosenbusch Ranch Phase 3 including the following public improvement categories: streets, drainage, wastewater, water, and landscape improvements.
12. Approval of purchase of two (2) 2024 Ford trucks from Sewell Ford of Odessa in the total amount of \$119,655.00 utilizing Solicitation S24-003/ L00321 with Sewell Family of Companies for the purchase of fleet vehicles; and authorize the City Manager to execute any and all necessary documents.
13. Approval of the extension of the application expiration for Subdivision Case PICP-22-0017 Lenox Hill Townhomes; more particularly described by Williamson Central Appraisal District Parcel R653589, generally located on the west side of Ronald W. Reagan Boulevard, approximately 750 feet south of Niles Drive, Leander, Williamson County, Texas.
14. Approval of the Leander Memory Care License Agreement, Case LA-24-0031, to allow for the installation and maintenance of an irrigation system within portions of Sonny Drive right-of-way, Leander, Williamson County, Texas.
15. Approval an Ordinance amending Article 13.09 Water Conservation and Drought Contingency Plan to enact amendments requested by the Texas Commission on Environmental Quality (TCEQ) to address measures that wholesale water customers are required to take during conservation Phase 2 of the Water Conservation and Drought Contingency Plan; providing savings, effective dates and open meetings clauses, and providing for related matters.

PUBLIC HEARING: ACTION

16. Conduct a Public Hearing regarding Zoning Case Z-24-0116 to amend the current zoning of Interim SFS-2-B (Single-Family Suburban) and Interim SFR-1-B (Single-Family Rural) to GC-3-A (General Commercial) on three (3) parcels of land approximately 13.5 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R032163, R032164, and R032168; and generally located southwest of the intersection of Hero Way West and Lakeline Boulevard, approximately 560 feet west of Lakeline Boulevard, Leander, Williamson County, Texas.
 - Discuss and consider action regarding Zoning Case Z-24-0116 as described above.
17. Conduct a Public Hearing regarding the Bagdad Retail Center Annexation Case A-24-0014 for the voluntary annexation of 4.227 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R023980; and generally located northwest of the intersection of North Bagdad Road and CR 281, Leander, Williamson County, Texas.
 - Discuss and consider action regarding Annexation Case A-24-0014 as described above.
18. Conduct a Public Hearing regarding the San Gabriel Annexation Case A-24-0013 for the voluntary annexation of 1.109 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R633380; and generally located south of CR 274, approximately 550 feet to the east of San Gabriel Parkway and approximately 860 feet to the west of Ronald W. Reagan Boulevard, Leander, Williamson County, Texas.

- Discuss and consider action regarding Annexation Case A-24-0013 as described above.

19. Conduct a Public Hearing regarding Ordinance Case OR-24-0015 to amend the Composite Zoning Ordinance to adopt regulations for an Entertainment Overlay, adopt regulations for Farmers' Markets, update definitions, update permitted uses, and to provide for related matters; Williamson and Travis Counties, Texas.

- Discuss and consider action regarding Ordinance Case OR-24-0015 as described above.

REGULAR AGENDA

20. Discuss and consider the selection of Mayor Pro Tem for 2024-2025.
21. 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.]*
22. Council Member Closing Statements.
23. 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 28 day of June 2024 by 5:00 p.m. pursuant to Chapter 551 of the Texas Government Code.



Dara Crabtree, City Secretary, TRMC



EXECUTIVE SUMMARY
7/9/2024

AGENDA SUBJECT:

Approval of the minutes for meetings held on June 20, 2024 and June 25, 2024.

BACKGROUND:

Attached are the minutes for the regular meeting held on June 20, 2024 and the special meeting held on June 25, 2024.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Dara Crabtree, City Secretary

Fiscal Impact

Attachments:

1. Draft_Minutes_06.20.2024
2. Draft Minutes 06.25.2024



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, June 20, 2024
Briefing Workshop at 6:00 PM
Regular Meeting at 7:00 PM



Mayor – Christine DeLisle

Place 1 – Kathryn Pantalion-Parker

Place 2 – Michael Herrera

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 6:01 p.m.

2. Roll Call.

Roll call reflected all present.

3. Discussion regarding landscape ordinance requirements and artificial turf; Leander, Williamson and Travis Counties, Texas.

Discussion included turf grass requirements and vested rights; concerns; benefits; survey of other municipalities; current landscape requirements; policy direction; inquiries from citizens; other state requirements; how much water will come off the property; xeriscaping versus artificial turf; cost may be prohibited for most homeowners due to engineering costs; option that works within our infrastructure plans; maintaining standards so neighborhood and city visually appealing; educational piece for residents to understand what can and cannot be done; long term maintenance requirements; equal or less water usage; back yard versus front yard; council interested in allowing; and staff will do some additional research and bring back more refined recommendations for consideration.

Briefing workshop adjourned at 6:35 p.m.

REGULAR MEETING – CONVENE AT 7:00 PM

4. Open Meeting, Invocation and Pledges of Allegiance.

Opened meeting at 7:04 p.m.; Rabbi-Cantor Marie Betcher provided the invocation; and Mayor DeLisle led the Pledges of Allegiance.

5. Roll Call.

Roll call reflected all present.

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

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

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

Anna Yelaun, 1308 Brecia Walk - commented on youth safety and using social media platforms to put out safety tips.

Shona Ahuja, 801 Leander Drive - commented on building constructing and irrigation project.

7. Staff Reports

- Parks and Recreation Department

Parks and Recreation Department update included upcoming Liberty Fest.

8. Recognitions/Proclamations/Visitors.

- Parks and Recreation Month (July)

9. Leander History

Leander History included Bagdad Cemetery and Spirits of Bagdad on October 17, 2024.

CONSENT AGENDA: ACTION

Motion: Approve consent agenda items 10 through 22.

By: Councilmember Thompson

Seconded: Councilmember Pantalion-Parker

Vote: 7 - 0

10. Approval of the minutes for meeting held on June 06, 2024.
11. Approval of an amendment to the City Manager Employment Agreement.
12. Award of purchase of eight (8) vehicles for the Police Department from Caldwell Country Chevrolet pursuant to BuyBoard Contract No. 724-23 in the amount of \$376,895.00; and authorize the City Manager to execute any and all necessary documents.
13. Approval of expenditure for the upfitting of seven (7) vehicles for the Police Department of lights, sirens, computers, graphics, etc. from Farrwest Specialty Vehicles pursuant to HGAC Contract No. EP11-20 in the amount of \$171,047.10; and authorize the City Manager to execute any and all necessary documents.
14. Approval authorizing the BCRUA Board President to execute a construction contract with Control Panels USA, Inc. (CP USA) in the amount of \$612,000.28 for the Delivery Points Improvements Phase 2 project.

15. Acceptance of public improvements for Bar W Ranch Phase 10 including streets and erosion, drainage, wastewater, water, streetlights, and landscape improvements.
16. Approval of the Second Reading of an Ordinance regarding Zoning Case Z-23-0065 to amend the current zoning of PEC PUD (Planned Unit Development) to change the zoning to GC-2-C (General Commercial) on one (1) parcel of land approximately 12.405 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R623019; and legally described as Lot 1, Block A, PEC Data Center, Leander, Williamson County, Texas.
17. Approval of the Second Reading of an Ordinance regarding Zoning Case Z-23-0091 to amend the current zoning of PEC PUD (Planned Unit Development) to adopt the North Creekside Commons Minor PUD (Planned Unit Development) with the base zoning of GC-2-A (General Commercial) on a portion of the original PUD, on two (2) parcels of land approximately 14.88 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R031359 and R635253; and generally located 850 feet to the southeast of the intersection of RM 2243 and 183A Toll Road, Leander, Williamson County, Texas.
18. Approval of the Second Reading of an Ordinance regarding Ordinance Case OR-24-0019 to amend the Composite Zoning Ordinance to update definitions, add uses and create criteria for Vape Shops, Smoke Shops and Cosmetic Services, and to provide for related matters; Williamson & Travis Counties, Texas.
19. Approval of Second Reading of an Ordinance Case OR-24-0020 to adopt administrative guidelines and procedures for obtaining and applying offsets against roadway impact fees and to amend Appendix A, Article A3.000 to establish an application fee for requesting an offset.
20. Approval of the extension of the completion date for Subdivision Case 20-PICP-0032 Leander Platinum Public Improvement Construction Plans; more particularly described by Williamson Central Appraisal District Parcel R372083, commonly known as 17680 Ronald W. Reagan Boulevard, Leander, Williamson County, Texas.
21. Approval of the extension of the application expiration for Subdivision Case FP-21-0019 Rosenbusch Phase 4 Final Plat; more particularly described by Williamson Central Appraisal District Parcel R599344; generally located to the east of the intersection of Vista Ridge Drive and Lakeline Boulevard; Leander, Williamson County, Texas.
22. Approval of the extension of the application expiration for Subdivision Case PICP-21-0017 Rosenbusch Ranch Phase 4 Construction Plan; more particularly described by Williamson Central Appraisal District Parcel R599344; generally located to the east of the intersection of Vista Ridge Drive and Lakeline Boulevard; Leander, Williamson County, Texas.

REGULAR AGENDA

23. Discuss and consider action on the Second Reading of an Ordinance regarding Special Use Case Z-24-0111 to allow for temporary buildings on one (1) parcel of land approximately 0.775 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R505808; and more commonly known as 449 San Gabriel Campus Drive, Leander, Williamson County, Texas.

Motion: Approve Special Use Case Z-24-0111 with screening, following a discussion.

By: Councilmember Czernek

Seconded: Councilmember Pantalion-Parker

Vote: 7 - 0

24. Discuss and consider action on the approval of the Glory Hill Phasing Plan associated with Subdivision Case CP-24-0030 on four (4) parcels of land approximately 16.4 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R568149, R551919, R082172, and R082171; generally located east of the intersection of Raider Way and East Woodview Drive, Leander, Williamson County, Texas.

Motion: Approve Subdivision case CP-24-0030 on four (4) parcels.

By: Councilmember Czernek

Seconded: Councilmember Pantalion-Parker

Vote: 7 - 0

25. Discuss and consider action on an Ordinance amending Article 1.04 of the City of Leander Code of Ordinances to establish a Civil Service Commission in accordance with Chapter 143 of the Texas Local Government Code for the implementation and administration of civil service for firefighters; providing for a civil service director; and providing for severability, effective date, open meetings, and related matters.

Motion: Approve Ordinance establishing a Civil Service Commission.

By: Councilmember Pantalion-Parker

Seconded: Councilmember McDonald

Vote: 7 - 0

26. Discuss and consider action on a Resolution confirming the appointment of Commissioners to the Firefighters' Civil Service Commission; and providing for open meetings.

Motion: Approve Resolution confirming the appointment of Donna Sherrill, Kate McDonald and Nathan Rasmussen to the Firefighter's Civil Service Commission.

By: Councilmember Czernek

Seconded: Councilmember Pantalion-Parker

Vote: 6 - 0 (Councilmember McDonald recused himself)

27. Discuss and consider action on an Ordinance granting authority to the City Manager to establish purchasing policies and procedures; authorizing the City Manager to execute change orders or amendments to agreements within the authority level set forth in the City Charter and applicable State law; authorizing the City Manager to execute contracts approved by the City ~~Council~~ Council; amending conflicting ordinances; making findings of fact; and providing an effective date.

Motion: Approve Ordinance granting authority to the City Manager to establish purchasing policies and procedures.

By: Councilmember Ross

Seconded: Councilmember McDonald

Vote: 7 - 0 None

28. 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

29. Council Member Closing Statements.
Kathryn Pantalione-Parker - wished everyone happy summer.

Michael Herrera - thanked Public Arts and Culture Commission and staff for their work on the Juneteenth.

David McDonald - thanked Public Arts and Culture Commission and staff for their work on the Juneteenth; and looking forward to Liberty Fest.

Na'Cole Thompson - thanked those that attended Juneteenth; received positive feedback about the event; and thanked Public Arts and Culture Commission and Parks Department for their work making the event successful.

Chris Czernek - congratulated Councilmember Ross on her re-election and stated pray for rain.

Becki Ross - stated she was excited to be re-elected.

Christine DeLise - stated dinner came from Southern's Pizza; reminded everyone to shop locally; thanked Councilmember Ross for leading the last meeting in her absence; thanked staff for all their work on Old Town Street Festival and Juneteenth; Public Works Department for the water main repair; thoughtfulness vape ordinance was written.

30. Convene into Executive Session pursuant to:

1. Section 551.071, Texas Government Code, and Section 1305, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding Public Utilities Commission Docket No. 53063, petition by outside city ratepayers appealing the water rates established by the City of Leander, Texas; and
2. Section 551.071, Texas Government Code, and Section 1305, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding Cause No. 20-0217-C425 Daniel Brown, Maria Brown, and ZG Properties, LLC vs. City of Leander; and
3. Section 551.071 and 551.087, Texas Government Code, Section 1.05, Texas Disciplinary Rules of Professional Conduct, deliberate proposed economic development incentives for one or more business prospects that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body is conducting economic development negotiations regarding Project EDA-24-002; and
4. Section 551.072, Texas Government Code, to deliberate the acquisition of properties located in the Elijah D. Harmon Survey, Abstract No. 6 for a water line easements and temporary construction easements relating to the RM 2243 Water Main Project.

Recessed into Executive Session at 8:11 p.m.; reconvened into open session at 9:08 p.m.

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

1. Public Utilities Commission Docket No. 53063, petition by outside city ratepayers appealing the water rates established by the City of Leander, Texas; and

2. Cause No. 20-0217-C425 Daniel Brown, Maria Brown, and ZG Properties, LLC vs. City of Leander; and
3. Project EDA-24-002; and
4. Acquisition of properties for water line easements and temporary construction easements relating to the RM 2243 Water Main Project.

Item 1. No action.

Item 2. No action.

Item 3. No action.

Item 4. Motion to approve the acquisition of properties located in Elijah D. Harmon Survey, Abstract No. 6 for water line easements and temporary construction easements relating to the RM 2243 Water Main Project as discussed in Executive Session.

By: Councilmember Thompson

Seconded: Councilmember Ross

Vote 7-0

31. Adjournment

Adjourned at 9:09 p.m.

APPROVED

MAYOR

ATTEST:

CITY SECRETARY



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

Development Services - San Gabriel Conference Room
201 North Brushy Street - Leander, Texas
Tuesday, June 25, 2024
Special Meeting at 4:00 PM



**Mayor – Christine DeLisle
Place 1 – Kathryn Pantalion-Parker
Place 2 – Michael Herrera
Place 3 – David McDonald**

**Place 4 – Na'Cole Thompson
Place 5 – Chris Czernek
Place 6 – Becki Ross
City Manager – Todd Parton**

SPECIAL MEETING – CONVENE AT 4:00 PM

1. Open Meeting and confirm a quorum is present.

Opened meeting at 4:02 p.m. and confirmed a quorum of two was present.

2. Canvass the results of the Runoff Election held on June 15, 2024, to duly elect a Councilmember Place 6.

Motion: Accept the canvass of the Runoff Election held on June 15, 2024, to duly elect a Councilmembr Place 6.

By: Councilmember McDonald
Seconded: Councilmember Ross

Vote: 2 - 0

3. Adjournment

Adjourned at 4:07 p.m.

APPROVED

MAYOR

ATTEST:

CITY SECRETARY



EXECUTIVE SUMMARY
7/9/2024

AGENDA SUBJECT:

Approval of Task Order No. MATLT-REL-CIPS23-019-04 with UES Professional Solutions 45, LLC for material testing services for Fire Station No.2 (CIP M.16) addition and renovation in the amount of \$62,273.00; 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 UES Professional Solutions 45, LLC to perform Material Testing Services under the Professional Pool on February 15, 2024.

The award approved by the City Council for construction services of the Fire Station No. 2 addition and renovation was on May 2, 2024.

Quality control third-party testing services is required during construction on all public projects.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

City staff recommends approval of Task Order No. MATLT-REL-CIPS23-019-04 for Material Testing Services to UES Professional Solutions 45, LLC in the amount of \$62,273.00; 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>	\$62,273.00
<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 40-04-8353 (FIRE STATION #2)

Attachments:

1. Task Order MATLT-REL-CIPS23-019-04

TASK ORDER FOR PROFESSIONAL SERVICES

TASK ORDER NO. MATLT-REL-CIPS23-019-04

This will constitute authorization by the City of Leander, Texas (Owner), for UES Professional Solutions 45, LLC formerly known as Rock Engineering and Testing Laboratory, LLC, (Testing Lab), to proceed with the following described engineering services.

Fire Station No. 2 Addition and Renovation (M.16)

A. PROJECT DESCRIPTION

For Materials Testing and observation services.

B. SCOPE OF SERVICES

UES Professional Solutions 45, LLC formerly known as Rock Engineering and Testing Laboratory, LLC will provide design services as described in Attachment A.

C. DELIVERABLES

UES Professional Solutions 45, LLC formerly known as Rock Engineering and Testing Laboratory, LLC will provide deliverables as described in Attachment A.

D. BASIS OF COMPENSATION

The total compensation for the **Fire Station No. 2 Addition and Renovation (M.16)** shall be based on 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). Total of Lump Sum Amounts and Unit Price Work (subject to final Unit Price adjustment) **\$62,273.00** as established in Attachment A. The City shall make payments to the Testing Lab for performing the Testing Services described on a monthly billing basis in accordance with monthly statements submitted by the Testing Lab and approved by the City. Final payment shall be due upon completion of the services described.

E. TIME FOR COMPLETION

The UES Professional Solutions 45, LLC formerly known as Rock Engineering and Testing Laboratory, LLC will begin work as soon as authorized and as services are requested by City Construction Inspector assigned to the project.

F. ATTACHMENTS

Attachment A – UES Proposal No.: RCP052324A

APPROVED:

CITY OF LEANDER, TEXAS

By _____

Title _____

Attest _____

Date _____

ACCEPTED:

UES Professional Solutions 45, LLC formerly known
as Rock Engineering and Testing Laboratory, LLC

By  _____

Title CM5 Area Manager

Attest _____

Date 6/24/2024



Environmental
Geotechnical Engineering
Materials Testing
Field Inspections & Code Compliance
Geophysical Technologies

June 12, 2024

City of Leander

Mr. Russell Alabastro – ralabastro@leandertx.gov
105 N. Brushy Street
Leander, Texas 78646

**SUBJECT: COST ESTIMATE LETTER -
CONSTRUCTION MATERIALS ENGINEERING SERVICES
PROPOSED FIRE STATION NO. 2 ADDITION AND RENOVATION
1950 CRYSTAL FALLS PARKWAY
LEANDER, TEXAS
UES PROPOSAL NO.: RCP052324A Task Order MATLT-REL-CIPS23-019-04**

Dear Mr. Alabastro,

Introduction

As requested in an email dated April 3, 2024, UES Professional Solutions 45, LLC (UES) is pleased to submit this Cost Estimate Letter to provide Construction Materials Engineering Services for the proposed Fire Station No. 2 Addition and Renovation project to be located in Leander, Texas. UES services for this project will be provided in accordance with the *City of Leander Professional Services Agreement – Engineer Master Contract with Rock Engineering and Testing Laboratory, LLC* dated February 15, 2024.

Background Information

The following information was provided for our use in the preparation of this Project Budget Estimate:

- Leander Fire Station 2 Addition & Renovation Site Development Plans prepared by Gessner Engineering LLC. dated January 18, 2024.
- Structural Plans prepared by Brown Reynolds Waterford dated January 18, 2024.

Project Understanding

Based on the referenced information, we understand that the proposed project will consist of the following:

- One (1) Building addition; two-story with upper-level mezzanine deck
 - Plan area of approximately 1,315 square feet
 - Shallow footing foundation system with a soil supported concrete floor system
 - Subgrade soils compaction and moisture testing.
 - Reinforcing Steel Inspections.
 - Cast-in-place concrete/masonry testing and observations.
 - Structural Steel inspections.

- Construction of Concrete Drive and Parking Lot Areas
 - Subgrade soils compaction and moisture testing.
 - Reinforcing Steel Observations.
 - Cast-in-place concrete testing and observations.

Scope of Services

RETL proposes that the scope of our services for this project consist of the following observations and testing services. Our services will be provided to determine compliance of the contractors' work with the project plans and specifications.

- **Earthwork Observation and Testing**
 - Compaction and moisture testing of subgrade materials.
 - Compaction and moisture testing of backfill & utility backfill materials.
 - Laboratory testing of soils to include:
 - Atterberg Limit (Tex-104-E, Tex-105-E, and Tex-106-E)
 - Sieve Analysis (Tex-110-E, Part I)
 - Percent Finer than No. 200 Sieve (Tex-110-E, Part II)
 - Moisture Density Relationship (Tex-113-E and Tex-114-E)
- **Foundation/Reinforcing Steel Observation**
 - Observe placement of reinforcing steel
 - Bar size
 - Bar spacing/lap
 - Bar support mechanisms
- **Concrete/Masonry Observation and Testing:**
 - Observation of the placement of structural and non-structural concrete/masonry by personnel certified as ACI Concrete Field Testing Tech, Grade 1
 - Obtain representative samples of concrete/masonry (ASTM C172)
 - Measurement of slump (ASTM C143)
 - Determination of air content (ASTM C231)
 - Measurement of temperature (ASTM C1064)
 - Preparation of compressive strength test specimens (ASTM C31, C109, C1019)
 - Laboratory compressive strength testing of test specimens (ASTM C39,)
- **Foundation Observation:**
 - Observe placement of reinforcing steel
 - Bar size
 - Bar spacing/lap
 - Bar support mechanisms
- **Structural Steel Inspection**
 - Perform periodic inspections on bolted and partial-penetration welded connections by personnel certified as Certified Welding Inspectors per AWS
- **Engineering**
 - Review of material testing reports

Project Budget Estimate

RETL anticipates that the following quantities of testing may be required for this project:

Soils	Quantity	Amount	Total
Field Soil Technician, hr	60	\$80.00	\$4,800.00
Vehicle Charge, ea	20	\$125.00	\$2,500.00
Atterberg Limits, ea	2	\$85.00	\$170.00
Moisture/Density Rel. (TXDOT 113E), ea	2	\$308.00	\$616.00
Sieve Analysis, ea	1	\$85.00	\$85.00
Minus #200 Sieve, ea	1	\$55.00	\$55.00
Field Density Testing – Nuclear Method, ea	75	\$25.00	\$1,875.00
Project Manager, hr	4	\$80.00	\$480.00
Principal Engineer, hr	2	\$270.00	\$810.00
		Sub Total	\$10,961.00
Reinforcing Steel			
Engineering Technician SR, hr	24	\$73.00	\$1,752.00
Vehicle Charge, ea	8	\$125.00	\$1,000.00
Project Manager, hr	2	\$80.00	\$160.00
Professional Engineer, hr	1	\$270.00	\$270.00
		Sub Total	\$3,182.00
Concrete/Masonry			
Field CMT Technician, hr	180	\$63.00	\$11,340.00
Vehicle Charge, ea	60	\$125.00	\$7,500.00
Concrete Test Cylinder, ea	50	\$28.00	\$1,400.00
Mortar Cubes, ea	90	\$25.00	\$2,250.00
Grout Prisms, ea	40	\$45.00	\$1,800.00
Project Manager, hr	6	\$80.00	\$480.00
Principal Engineer, hr	3	\$270.00	\$810.00
		Sub Total	\$34,130.00
Structural Steel			
Structural Steel Inspector, hr	24	\$135.00	\$3,240.00
Vehicle Charge, ea	6	\$125.00	\$750.00
Project Manager, hr	3	\$80.00	\$240.00
Principal Engineer, hr	1	\$270.00	\$270.00
		Sub Total	\$4,500.00

Report Review	1	\$9,500.00	\$9,500.00
		Sub Total	\$9,500.00
		Estimated Project Total	\$62,273.00

UES suggests that a Construction Materials Inspection and Testing Services budget amount on the order of **\$62,273.00** be set aside for this project. UES proposes to provide qualified personnel to perform inspection and testing services, as requested by your designated representative, in general accordance with the project specifications and plans. The total fee will be dependent on the number of tests and inspections performed, and number of trips made to the site.

Closing

UES looks forward to providing Construction Materials Engineering Services during the construction phase of this project. Copies of the construction materials testing reports will be delivered to the client via the email address provided by the client to UES on the distribution list presented on the following page. A hard copy of the construction materials testing reports will be available through the mail only if explicitly requested by the client. If there are any questions, or if we can be of assistance, please contact our office.

Sincerely,



Thomas Middleton
CME Project Manager – Central Texas



Arnie K. Hammock, P.E.
Director – Central Texas



EXECUTIVE SUMMARY
7/9/2024

AGENDA SUBJECT:

Approval of Task Order No. MATLT-AAI-CIPS23-019-05 with Arias & Associates, Inc. for Material Testing Services for Wildsprings Phase 1 in the amount of \$76,472.50; 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 Arias & Associates, Inc. to perform Material Testing Services under the Professional Pool on February 15, 2024.

To support quality control, third-party testing services during construction are required on all public projects.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

City staff recommend approval of Task Order No. MATLT-AAI-CIPS23-019-05 for Material Testing Services to Arias & Associates, Inc. in the amount of \$76,472.50; and authorize the City Manager to execute any and all necessary documents.

PRESENTER:

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

Fiscal Impact

<u>Amount requested:</u>	\$76,472.50
<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>	Operating 01-22-5678

Attachments:

1. Task Order MATLT-AAI-CIPS23-019-05

TASK ORDER FOR PROFESSIONAL SERVICES

TASK ORDER NO. MATLT-AAI-CIPS23-019-05

This will constitute authorization by the City of Leander, Texas (Owner), for Arias & Associates, Inc. Engineer to proceed with the following described engineering services.

Wildsprings Phase 1 (PICP-22-0037)

A. PROJECT DESCRIPTION

Project will consist of the development of a new single family subdivision including about 5,500 LF of streets, associated WL and WWL, 5 drainage ponds, 3000 LF of extensions to the Brushy Creek trail, and a masonry fence along CR 175.

B. SCOPE OF SERVICES

Arias and Associates, Inc. will provide design services as described in the attached Scope of Services.

C. DELIVERABLES

Arias and Associates, Inc. will provide deliverables as described in the attached Scope of Services.

D. BASIS OF COMPENSATION

The total compensation for the Wildsprings Phase 1 (PICP-22-0037) shall be based on 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). Total of Lump Sum Amounts and Unit Price Work (subject to final Unit Price adjustment) \$76,472.50 as established in Attachment B. 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 at the request of your representatives. Construction phase services are anticipated to take approximately 12 months.

F. ATTACHMENTS

Attachment A – SCOPE OF SERVICES
Attachment B – UNIT RATE FEE ESTIMATE
Attachment C – DISTRIBUTION

Arias and Associates, Inc. will begin work as soon as authorized and as services are requested. Construction phase services are anticipated to be completed within approximately 12 months after notice to proceed.

APPROVED:

CITY OF LEANDER, TEXAS

By _____

Title City Manager

Attest _____

Date _____

ACCEPTED:

Arias & Associates, Inc.

By Kyle Feldman, E.I.T.

Title Project Manager

Attest John S. Landwermeyer, P.E.

Date 05/03/2024



13581 Pond Springs Rd., Ste. 210 Austin, Texas 78729 • Phone: (512) 428-5550 • Fax: (512) 428-5525

Thursday, June 13, 2024

Arias Job No: 2024-331

Proposal ID: 1

Russell Alabastro
CIP Project Manager
City of Leander
105 N. Brushy Street
Leander, Texas 78646

Via Email: ralabastro@leandertx.gov

RE: Proposal for Construction Materials Testing (CMT)
Reference: MATLT-AAI-CIPS23-019-05
Proposed Wildsprings Phase 1 (PICP-22-0037)
CR 177
Leander, Texas

Dear Alabastro:

Arias & Associates, Inc. dba ARIAS appreciates the opportunity to submit our work order for testing services on the referenced project. The attachment presents our Estimate for providing CMT quality control services, as requested during the project by your representatives. We rely on your representatives to contact our dispatcher when our services are desired. Therefore, the quantity and frequency of testing is the responsibility of our customer.

Quality control or assurance tests serve to indicate the material quality for the specific material tested at a specific location at a particular time and date. Quality control or assurance tests do not represent the quality of any other portion of material placed, other than the portion tested and cannot in any way guarantee the quality of a final work product.

We understand that the project will consist of the development of a new single family subdivision including about 5,500 LF of streets, associated WL and WWL, 5 drainage ponds, a 3000 LF extensions of the Brushy Creek trail, and a masonry fence along CR 175.

A line item description of our on call services that are included in the total cost estimate of this proposal are mentioned below:

- 1) Sampling subgrade, fill, and/or base materials for laboratory testing.
- 2) In-place field density testing of subgrade, fill, and/or base materials within the proposed structure and pavement areas.
- 3) Observation of structural masonry installation, including reinforcing steel.
- 4) Mortar and grout sampling during placement of structural masonry units. The mortar and grout specimens will be transported to our laboratory where they will be stored, cured, and tested for compressive strength on the specified dates.
- 5) Observation of reinforcing steel, and sampling and testing of structural and/or pavement concrete during placement. The concrete specimens will be transported to our laboratory where they will be stored, cured, and tested for compressive strength on the specified dates. Includes masonry wall footings,

Austin • Dallas/Fort Worth • San Antonio

pond channels, pond headwalls, and trail.

- 6) Sampling and/or coring of asphalt for laboratory testing.
- 7) Professional service fees for project management, data processing, engineer review, and reporting.

We have prepared an estimate for our on call scope of services based on our interpretations of the plans and specifications provided to Arias by you. A construction schedule was not available at the time this proposal was generated. Should Arias & Associates, Inc. be awarded this project, we request that a full set of plans, specifications, and all addendums - prior to the project start date - be provided to us. Efforts will be made to maintain the testing cost within our Estimate, but we recognize that variations in construction schedules could result in differences between the actual and estimated testing cost; and that our Estimate may change depending on the means and methods utilized by the contractor. Requests for any required change orders will be made as soon as possible during the construction of the project. Services authorized by the client or their designated representative in excess of the Estimated quantities will be charged per our appropriate unit rates.

We propose that we conduct this work on a unit fee basis in accordance with the Professional Services Agreement MATLT-AAI-CIPS23-019, dated February 15, 2024. Charges will be incurred only for those services actually provided. Terms of payment are due upon receipt.

In order for us to better serve you, please fill out the attached Project Information Sheet and return at your earliest convenience; in addition please provide us with a copy of the plans and specifications applicable to our services and the project.

We look forward to assisting you towards the successful completion of this project.

Kyle J. Feldman will be the manager representative for Arias & Associates, Inc. on this job. You can contact Kyle by calling (512) 765-3376 or by emailing kfeldman@ariasinc.com.

Cost Estimate

<u>Field Services</u>	<u>Quantity</u>	<u>Price</u>		<u>Total</u>
Asphalt Coring Equipment	2	120.00	each	\$ 240.00
Asphaltic Concrete Technician (3 minimum)	10	85.00	hour	\$ 850.00
Concrete Air Content	25	30.00	each	\$ 750.00
Nuclear Gauge	75	70.00	trip	\$ 5,250.00
Senior Engineering Technician (Upon Request) (3 minimum)	0	75.00	hour	\$ 0.00
Technician	450	70.00	hour	\$ 31,500.00
(Rebar, Concrete, Soils, Sample Pick Up) (3 minimum)				
Trip Charge	175	60.00	each	\$ 10,500.00
Sub Total:				\$ 49,090.00
<u>Laboratory Testing - Soil</u>	<u>Quantity</u>	<u>Price</u>		<u>Total</u>
Atterberg Limits Determination	8	85.00	each	\$ 680.00
Field Sieve Analysis (Lime/Cement)	4	50.00	each	\$ 200.00
Lime Content of Soil Determination pH Method	2	195.00	each	\$ 390.00
Modified Moisture Density Relationship (Tex-113-E, ASTM D1557)	4	300.00	each	\$ 1,200.00
Moisture Density Relationship (Tex-114-E, ASTM D698)	4	250.00	each	\$ 1,000.00
Sample Preparation (Soil)	2	140.00	each	\$ 280.00
Sieve Analysis	8	85.00	each	\$ 680.00
Sub Total:				\$ 4,430.00
<u>Laboratory Testing - Masonry</u>	<u>Quantity</u>	<u>Price</u>		<u>Total</u>
Grout Prism Test	24	50.00	each	\$ 1,200.00
Mortar Cubes	36	30.00	each	\$ 1,080.00
Sub Total:				\$ 2,280.00
<u>Laboratory Testing - Concrete and Aggregate</u>	<u>Quantity</u>	<u>Price</u>		<u>Total</u>
Concrete Compression Test	200	20.00	each	\$ 4,000.00
Sub Total:				\$ 4,000.00
<u>Laboratory Testing - Asphalt</u>	<u>Quantity</u>	<u>Price</u>		<u>Total</u>
Asphalt Extraction/Gradation	6	200.00	each	\$ 1,200.00
Asphaltic Concrete Density of Field Core	6	80.00	each	\$ 480.00
Maximum Theoretical Density Test	6	100.00	each	\$ 600.00
Molding/Density of Asphalt Test Specimens	6	170.00	each	\$ 1,020.00
Sub Total:				\$ 3,300.00
<u>Consulting Services</u>	<u>Quantity</u>	<u>Price</u>		<u>Total</u>
Data Processing	52.5	75.00	hour	\$ 3,937.50
Engineer	8	195.00	hour	\$ 1,560.00
Manager	52.5	150.00	hour	\$ 7,875.00
Sub Total:				\$ 13,372.50

Total: \$ 76,472.50**Excluded Items:**

- 1) Retest of failed inspections, standby time, or cancellations without notice.
- 2) Observation and testing of concrete for neighborhood sidewalks, curbs, gutters, and/or any other non-structural units.
- 3) Observation of drilled foundations for light poles or street signs.
- 4) Testing of masonry units or masonry prisms.
- 5) Observation and testing of residential lots or residential structures.
- 6) Observation and testing of asphalt during laydown. Cores and bags will be picked up after placement for testing.
- 7) Non-destructive testing and observation (radiographic testing, magnetic particle testing, dye penetrant testing, ultrasonic testing, etc.).
- 8) Observation and testing of post-installed anchors.
- 9) Any and all surveying services to define locations and/or boundaries including verification of limits of the vertical and/or horizontal extent of select fill or other materials placed during construction.
- 10) Engineering services not specifically requested.

Rates for excluded items and other services will be invoiced at ARIAS standard rates.

Minimum call-out charge for technician and equipment is 3 hours. Minimum call-out charge for material sampling and/or sample pickup is 2 hours. Charges are accrued portal to portal. An overtime rate of 1.5 times the above quoted rates is applicable to time worked in excess of 8 hours per day Monday through Friday, hours worked before 6:00 a.m. or after 6:00 p.m., and all hours worked on Saturdays, Sundays, and holidays.

Dispatch can be reached Monday-Friday from 8:00 am to 5:00 pm Please schedule work in a timely manner, minimally 24 hours in advance, to have an ARIAS technician available to be on site at the requested time.



EXECUTIVE SUMMARY
7/9/2024

AGENDA SUBJECT:

Approval of Change Order No. 5 with Joe Bland Construction, LP; as part of the close out process for the Falcon Oaks Water and Wastewater Collection System Improvements (CIP W.6/WW.20) decreasing the amount by \$84,769.00, for a new contract total of \$4,551,717.10, with no extension of term duration; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

The City of Leander annexed the Falcon Oaks neighborhood on March 16, 2017, with an obligation to update services within the neighborhood. As part of that obligation, a new water service line and a complete new wastewater line will be installed. Joe Bland Construction, LP, was awarded the contract in the amount of \$4,568,573.75. This deductive change order is part of the close out process for this project and applies to savings from the schedule of values as follows: remove and replace curb and gutter; silt fence; rock filter dam; storm inlet sediment trap; and stabilized construction entrance.

HISTORY/TIMELINE:

08/06/2015 – City Council approved plan to annex Falcon Oaks Subdivision;
12/03/2020 – City hired K. Friese + Associates to engineer and design water and wastewater;
02/02/2023 – City Council awarded S22-026 to Joe Bland Construction, LP., in the amount of \$4,568,573.75.
05/30/2023 – City of Leander Executive Director of Infrastructure approved Change Order No.1., in the amount of \$12,000, for added borings and pipe
12/21/2023 – City Council approved Change Order No. 2, in the amount of \$3,060.00, for adding ball valves at water meters
12/21/2023 – City Council approved Change Order No. 3, in the amount of \$52,852.35, for additional services added at Red Hawk Drive
12/21/2023 – City Council approved Change Order No. 4, in the amount of \$0.00, to balance funds with the contract for pavement preparation

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval of Change Order No. 5, in the deductive amount of \$84,769.00, to the Construction Contract agreement, for the CIP project W.6/WW.20, decreasing the current contract amount of \$4,636,486.10 to a new total of \$4,551,717.10, to Joe Bland Construction, LP, and authorize the City Manager to execute any and all necessary documents.

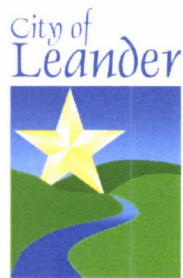
PRESENTER:

Tony Bettis, CIP Program Manager

<u>Amount requested:</u>	<u>Fiscal Impact</u>
	(\$84,769.00)
<u>Approved in current budget (Yes / No):</u>	No
<u>Expenditure (New / Amended):</u>	Amended
<u>Recurring or one-time:</u>	One-Time
<u>Fund source (Operating / Utility / etc.):</u>	26-01-8711: Wastewater Impact Fees (Change Order #3)
	25-31-8637: Water Impact Fees.(Change Order #2)

Attachments:

1. Contract L00321- Sewell



EXECUTIVE SUMMARY
1/4/2024

AGENDA SUBJECT:

Award of Solicitation S24-003 to Cameron Country Chrysler Dodge Jeep Ram (CDJR) under Contract L00320 and to Sewell Family of Companies under Contract L00321 for the purchase of fleet vehicles in the amount of \$757,000.00 for fiscal year 2024, with the term of the contract expiring January 4, 2030; providing for an effective date; and authorizing the Interim City Manager to execute any and all necessary documents.

BACKGROUND:

This award recommendation is for the City of Leander to establish a contract with Cameron Country CDJR in addition to Sewell Family of Companies for fleet vehicles needed to support City operations.

The RFP solicitation was advertised in the Hill Country News newspaper and posted to the City of Round Rock solicitation website. A total of 78 vendors were contacted; no HUB vendors were identified. A total of two vendor responses were received. It has been determined that Cameron Country CDJR and Sewell Family of Companies offers the best value to the City. Therefore, the City recommends the contract be awarded to Cameron Country CDJR and Sewell Family of Companies for fleet vehicles required to support City operations.

An evaluation team with expertise in this area evaluated the offers and have determined Cameron Country CDJR and Sewell Family of Companies as the best to provide these services based on the Respondent's Solution and Program, Company Work Experience and Personnel, Percent off MSRP, and cost.

HISTORY/TIMELINE:**APPLICANT/AGENT:****RECOMMENDATION:**

Staff recommends approval.

PRESENTER:

Cheryl Kaufman, General Services & Purchasing Manager

Fiscal Impact

Amount requested:

\$757,000.00 for FY 2024

Approved in current budget (Yes / No):

Yes

Expenditure (New / Amended):

New

Recurring or one-time:

Recurring dependent upon future budgets

Fund source (Operating / Utility / etc.):

Operating

Attachments:

1. City Solicitation S24-003 Fleet Vehicles
2. Evaluation Matrix- RFP S24-003
3. Leander Contract L00320- Cameron Country
4. Leander Contract L00321- Sewell Family of Companies

**CONTRACT BETWEEN THE CITY OF LEANDER ("City")
AND
THE SEWELL FAMILY OF COMPANIES DBA SEWELL FORD INC ("Contractor")
FOR
FLEET VEHICLES
RFP S24-003 / L00321**

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

This Contract is between The Sewell Family of Companies dba Sewell Ford, Inc. having offices at 4400 Parks Legado Rd., Odessa, TX 79765 and the City, a home-rule municipality incorporated by the State of Texas and is effective as of the date executed by the City ("Effective Date").

1.1 This Contract is composed of the following documents:

- 1.1.1 This Contract Cover Sheet
- 1.1.2 The City's Solicitation, RFP S23-003 including all documents incorporated by reference herein as Exhibit A.
- 1.1.3 The Sewell Family of Companies dba Sewell Ford, Inc. Offer, dated November 28, 2023, as incorporated herein as Exhibit B.

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

- 1.2.1 This Contract Cover Sheet
- 1.2.2 The City's Solicitation as referenced in Section 1.1.3, including all documents incorporated by reference.
- 1.2.3 The Contractor's Offer as referenced in Section 1.1.4, including subsequent clarifications.

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

1.4 Compensation: This Contract is for an amount of \$507,000.00 in Fiscal Year 2024. Future fiscal year commitments will be dependent upon departmental budgets as approved by the Council and Contractor's pricing and availability for fleet vehicles.

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

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

**THE SEWELL FAMILY OF COMPANIES DBA
SEWELL FORD INC.**

Abel Cantu

Printed Name of Authorized Person

Abel Cantu

Signature

Fleet Manager

Title:

12/19/23

Date:

CITY OF LEANDER

Isaac D. Turner

Printed Name of Authorized Person

Isaac D. Turner

Signature

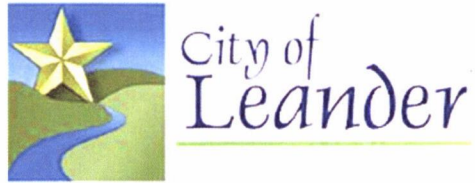
Interim
City Manager

Title

January 4, 2024

Date:

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



**ADDENDUM
CITY OF LEANDER, TEXAS**

Solicitation: RFP S24-003

Addendum No: 1

Date of Addendum: November 9, 2023

This addendum is to incorporate the following changes to the above referenced solicitation:

I. Clarifications:

- A. Part I, Item 3 Schedule of Events has been amended to reflect that the City anticipates responding to questions on 11/9/23 by 5:00 PM CST.
- B. The solicitation number has been updated to reflect the correct fiscal year- 2024 (S24-003).

II. Questions:

Q1. Are the terms and conditions negotiable?

A1. Yes.

Q2. Is Chevrolet the only make you're interested in?

A2. No, the City is open to various brands of fleet vehicles as long as the specifications can be closely met.

Q3. How do we attend the bid opening?

A3. If you are interested, please attend via Microsoft Teams or in person at 105 N. Brushy St.- West Conference Room, Leander, TX 78641. You will need to manually copy the entire link below for MS Teams meeting.

https://teams.microsoft.com/l/meetup-join/19%3ameeting_YzhkYWJhNmMtY2Y0Yy00ZDMxLWI1MDItYWQ2NWFjZjRhN2Y0%40thread.v2/0?context=%7b%22Tid%22%3a%228334aaf3-4a3e-4dd5-863a-41f4c29d0728%22%2c%22Oid%22%3a%22f10b070e-0944-446a-b080-2f632e597978%22%7d

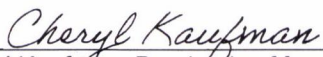
Meeting ID: 254 097 879 699

Passcode: azZRpx

III. Extension: Due to the holidays the proposal due date is hereby extended until November 30, 2023, at 3:00 PM CST.

IV. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:


Cheryl Kaufman, Purchasing Manager
Purchasing Office

11/9/23



City of Leander

**City of Leander, Texas
Purchasing & General Services**

105 N Brushy St,
Leander, Texas 78641
www.leandertx.gov

REQUEST FOR PROPOSAL (RFP)

FLEET VEHICLES

SOLICITATION NUMBER S24-003

OCTOBER 2023

**FLEET VEHICLES
PART I
GENERAL REQUIREMENTS**

1. **PURPOSE:** The City of Leander, herein after “the City” seeks proposals from firms experienced in providing new Ford, Chevrolet, Dodge and/or other reputable brands of fleet vehicles to governmental entities. The City intends to award this multi-year contract to multiple responsible vendors with the goal of ensuring the City has met the competitive requirements of local government code 252 to purchase vehicles currently and during the contract term.
2. **SOLICITATION PACKET:** This solicitation packet is comprised of the following:

Description	Index
Part I – General Requirements	Page(s) 2 - 3
Part II – Definitions, Standard Terms and Conditions and Insurance Requirements	Page 4
Part III – Supplemental Terms and Conditions	Page(s) 5 - 6
Part IV – Scope of Work	Page(s) 7 - 8
Part V – Proposal Preparation Instructions and Evaluation Factors	Page(s) 9 - 11
Attachment A – Reference Sheet	Separate attachment
Attachment B – Subcontractor Information Form	Separate attachment
Attachment C – Conflict of Interest Questionnaire	Separate attachment
Attachment D – Cost Proposal Sheet (based off Attachment E)	Bonfire Table
Attachment E – Current Vehicle Requirements (FY24)	Separate attachment

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

EVENT	DATE
Solicitation released	October 26, 2023
Deadline for submission of questions	November 7, 2023 @ 5:00 PM, CST
City responses to questions or addendums	Approximately November 11, 2023 @ 5:00 PM, CST
Deadline for submission of responses	November 23, 2023 @ 3:00 PM, CST

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

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

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

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

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

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

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

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

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

2. **INSURANCE:** Insurance does not apply to this solicitation.

**PART III
SUPPLEMENTAL TERMS AND CONDITIONS**

1. **AGREEMENT TERM:** The terms of the awarded agreement shall include but not be limited to the following:
 - A. The term of the Agreement shall begin from date of award and shall remain in full force for seventy-two (72) months.
 - B. Upon expiration of the contract term, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period as is reasonably necessary to re-solicit and/or complete the project up to 120 days.
2. **RESPONDENT QUALIFICATIONS:** The City has established the following minimum qualifications. Respondents who do not meet the minimum qualifications will not be considered for award. The Respondent shall:
 - A. Be firms, corporations, individuals, or partnerships normally engaged in providing governmental fleet vehicles as specified herein and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City.
 - B. In order to confirm financial stability, the City may choose to review audited financial statements at any time throughout the RFP evaluation process. Upon request, the Respondent shall provide two years audited financial statements, including any notes or supplemental schedules within 2 business days of the original request.
 - C. Be domiciled in or have a home office inside the United States. Respondents domiciled outside the United States, or not having a home office inside the United States will not be included for consideration in this RFP process.
3. **SUBCONTRACTORS:** If Subcontractors will be used the Respondent is required to complete and submit with their proposal response Attachment B- Subcontractor Information Form. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractors own acts and omissions. The Contractor shall:
 - A. Require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications, and terms of the Contract.
 - B. Require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
 - C. Awarded Contractor is required to submit a list of all subcontractors for approval by the City prior to use of any subcontractors throughout the term of the contract.
4. **SAFETY:** The City reserves the right to remove any employee from City property for violation of federal, state, and local health, safety and environmental laws, ordinances, rules, and regulations. The Respondent shall:
 - A. Ensure that all employees comply with all Occupational Safety and Health Administration (OSHA), State, and City safety and occupational health standards and other applicable federal, state, and local health, safety, and environmental laws ordinances, rules, and regulations in the performance of these services.
 - B. Be held responsible for the safety of their employees and unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site. In case of conflict, the most stringent safety requirement shall govern.
 - C. Indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines penalties and liability of every kind arising from the breach of the Successful Respondents' obligations under this paragraph.
5. **WORKFORCE:** Successful Respondent shall:
 - A. Ensure Respondent's employees perform the services in a timely, professional, and efficient manner.
 - B. Ensure Respondent's employees, while working on City property, wear a company uniform that clearly identifies them as the Respondent's employee.

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

Pricing for goods will be a **fixed percent off MSRP**. The percentage discount, if any, will be designated by the Respondent in the solicitation response document. Invoices for goods and/or services shall require a copy of the MSRP document or catalog from the manufacturer. Failure to provide the contracted discount (%) off MSRP may result in payment at cost.

7. **PRICE INCREASE:** Contract discounts for fleet vehicles shall remain firm throughout the term of the contract.
8. **ACCEPTANCE/INSPECTION:** Acceptance/Inspection should not take more than fifteen (15) working days. The awarded respondent will be notified within the time frame if the services delivered are not in full compliance with the specifications. In the event the services are not performed to the satisfaction of the City the Contractor shall agree to reperform services to specification at no additional cost to the City. If any agreement or purchase order is cancelled for non-acceptance, the needed services may be purchased elsewhere.
9. **PERFORMANCE REVIEW:** The City reserves the right to review the awarded Contractor's performance anytime during the contract term.
10. **ORDER QUANTITY:** The quantities shown on the solicitation are estimates only. No guarantee of any minimum or maximum purchase is made or implied. The City will only order the services/goods needed to satisfy requirements within budgetary constraints, which may be more or less than indicated.
11. **AWARD:** The City reserves the right to enter into an Agreement or a Purchase Order with a single award, split award, primary and secondary award, non-award, or use any combination that best serves the interest and at the sole discretion of the City. Respondents to the solicitation will be notified when City staff recommendation of award has been made. The award announcement will be posted to the City's website at <https://leandertx.bonfirehub.com/> once City Council has approved the recommendation of award and the agreement has been executed.

12. **POINTS OF CONTACT / DESIGNATED REPRESENTATIVES:**

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

- B. The City's designated representatives:

Cheryl Kaufman
Manager
Purchasing and General Services
Phone: 512-528-2730
E-mail: ckaufman@leandertx.gov

Kay Johnson
Purchasing Agent
Purchasing and General Services
Phone: 512-528-2792
Email: kjohnson@leandertx.gov

13. **INTERLOCAL PURCHASING AGREEMENTS:**

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

**PART IV
SCOPE OF WORK**

1. **INTRODUCTION AND BACKGROUND:** The City of Leander, herein after "the City" seeks proposals from firms experienced in providing new Ford, Chevrolet, Dodge and/or other reputable brands of fleet vehicles to governmental entities. The City intends to award this multi-year contract to multiple responsible vendors with the goal of ensuring the City has met the competitive requirements of local government code 252 to purchase vehicles currently and during the contract term.
2. **SERVICE REQUIREMENTS:** The Contractor shall-
 - A. Maintain a relationship with Ford, Chevrolet, and/or Dodge or other reputable dealers. Attach documentation to the Proposal such as a letter from the manufacturer(s) the Respondent represents or a line card.
 - B. Certify that the vehicles purchased under this solicitation shall be current makes and models, new and unused.
 - C. Provide the City with a timely response to pricing inquiries for vehicles available to purchase. The City expects to receive a response within five (5) business days of the request.
 - D. Order new vehicles through various distribution channels as needed.
 - E. Establish and communicate the expected delivery timeline for each vehicle the City orders.
 - F. Communicate in a timely and effective manner with City staff if vehicles are delayed.
 - G. **Pre-Delivery Service-** The following services shall be completed by the Contractor before the vehicles are delivered to the City:
 - i. All fluid levels checked and maintained with the proper grade and type of fluids.
 - ii. Pre-delivery inspection and service on chassis.
 - iii. The interior and exterior of each vehicle shall be cleaned.
 - iv. The fuel tank shall be full.
 - H. Provide all vehicle documentation directly to Purchasing personnel.
3. **TECHNICAL SPECIFICATIONS:** Unless otherwise specified, all units will be furnished complete with standard equipment and factory-installed accessories as listed in the manufacturer's printed literature for the models specified. The following items are minimum requirements for the models specified.
 - A. The City seeks to maintain quality, reliability, and efficiency within its vehicle fleet. With this goal in mind several manufacturers' products have been specified herein to establish the City's minimum critical requirements and performance standards of each vehicle. Any example shown is listed to show type and class of equipment desired only. Alternate equivalent items will be considered and are noted as "Or equal". "Or equal" is intended to establish a level of quality and is not to be interpreted as a preference for a particular brand. The items offered must be equivalent in terms of function, basic design, type and quality of material, method of construction, and any required dimensions.
 - B. Respondents are cautioned that any vehicle specified or delivered which does not meet specifications in every aspect will not be considered or accepted.
 - C. Transmissions on each vehicle specified shall be automatic.
 - D. **A/C, heat, power windows, and power locks shall be included with each vehicle.**
4. **DELIVERY:**
 - A. Deliver all vehicles to the following location:

**City Hall
Purchasing
Cheryl Kaufman or Kay Johnson
105 N Brushy St.
Leander, Texas 78641**

If reasonable, City personnel may pick up vehicles from the lot, but this should remain an uncommon situation.

- B. Delivery of vehicle(s) shall be made to City of Leander no later than one hundred twenty (120) calendar days after receipt of Purchase Order or unless otherwise agreed upon by the City.
- C. Provide all vehicle documentation for each delivered vehicle which includes at time of delivery the following:
 - i. Owner, Operator, and shop repair manuals
 - ii. Form 130-U (Application for Texas Title and/or Registration)
 - iii. Form VTR-62A (Application for Standard Texas Exempt License Plates) – this form is included with delivery but not completed by the dealer. The City will complete this form.
 - iv. Vehicle Purchase Agreement.
 - v. Invoice (from the vehicle company/dealer and must include the city's approved PO number on it).
 - vi. Manufacturer's Certificate/Statement of Origin for a vehicle (dealer must complete the Distributor-Dealer information on the back of this form).
 - vii. Odometer disclosure statement.
 - viii. Texas Department of Public Safety Statement of Inspection.
 - ix. Delivery/acceptance sheet (document signed and copy received from the delivery person to show who made the delivery, date delivered, and who accepted the vehicle).
 - x. Nominal weight rating (in tons).
 - xi. Warranty documentation.

5. **WARRANTY:** The City will only consider offers for the purchase of new equipment with the full manufacturer's warranty directly from the Manufacturer or a Manufacturer's Authorized Distributor.

- A. The manufacturer's standard warranty shall apply. Warranty documentation shall be included with each item bid.
- B. The Contractor shall warrant that the vehicle will conform to the specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship, and title. All warranty repairs will be performed without accessing the City's warranty deductibles. The successful respondent shall be responsible for any warranty deductibles required for warranty repairs.
- C. In the event the vehicle requires two (2) or more repairs in the first 30-day period, except those caused by negligence or through the fault of City employees, the Contractor agrees to remove and replace the defective vehicle without delay and at their expense.
- D. Replacement parts- Replacement parts shall be available for vehicles for no less than ten (10) years. City reserves the right to purchase replacement parts from any source.

6. **CONTRACTOR RESPONSIBILITIES:** The Contractor shall-

- A. Be an authorized manufacturer or distributor authorized by the manufacturer for Ford, Chevrolet, Dodge, or other similar vehicles as requested.
- B. Contact the City's designated personnel to schedule delivery of vehicles.
- C. Observe the speed limit on the individual site.
- D. Check in with the utility billing reception desk upon arrival on site.

7. **CITY RESPONSIBILITIES:** The City will-

- A. Provide a purchase order (PO) to the Contractor prior to ordering and based off of the approved quote.
- B. Coordinate delivery to City Hall.
- C. Request pricing and lead time throughout the term of the contract for vehicle needs.

**PART V
PROPOSAL PREPARATION INSTRUCTIONS
AND EVALUATION FACTORS**

1. **PROPOSAL ACCEPTANCE PERIOD:** All proposals are valid for a period of one hundred and twenty (120) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal.

2. **PROPOSAL RESPONSE:** Responses shall be clear and concise while appropriately responding to the evaluation criteria listed below in Section 3.

- ☐ A statement of your compliance with all applicable rules and regulations of Federal, State and Local governing entities.
- ☐ List of Exceptions (if any)- Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal by the City. Exceptions to this solicitation if any, shall be submitted on a separate sheet labeled "Exceptions" with the Respondent's proposal.
- ☐ Acknowledge Addenda (if applicable)
- ☐ Attachment A- Reference Sheet
- ☐ Attachment B- Subcontractor Form (if applicable)
- ☐ Attachment C- Conflict-of-Interest Questionnaire
- ☐ Maintain a relationship with Ford, Chevrolet, Dodge, and/or other reputable brands. Attach documentation such as a letter from the manufacturer(s) you represent or a line card.

Company Information- which gives in brief, concise terms, a summation of the proposal. Include the following-

- ☐ **Business Organization:** State the full name and address of your organization and identify the parent company if you are a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate.
- ☐ **Project Management Structure:** Provide a general explanation and chart which specifies project leadership and reporting responsibilities; and interface the team with City project management and team personnel. If use of subcontractors is proposed, identify their placement in the primary management structure, and provide an internal management description for each subcontractor.
- ☐ **Authorized Negotiator:** Include the name, email address, and telephone number of the person(s) in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.
- ☐ Segment requirements listed below.

3. **EVALUATION CRITERIA:**

A. **Segment 1 – Respondent's Solution and Program**

- i. **Tab 1 - System Concept and Solution:** Define in detail your understanding of the requirement presented in the Scope of Work of this request for proposal and your system solution. Provide all details as required in the Scope of Work and any additional information you deem necessary to evaluate your proposal.
- ii. **Tab 2 - Program:** Describe your plan for meeting vehicle demand for municipalities and other governmental entities. Include such time-related displays, graphs, and charts as necessary to show tasks, sub-tasks, milestones, and decision points related to the Scope of Work and your plan for accomplishment. As part of your proposal, you must also indicate:
 - a. The steps you will take from notification by the City of a vehicle need through vehicle delivery.
 - b. Describe expediting and communication methods utilized when a vehicle is late from the Manufacturer. Make sure to include when you will contact the City's POC to convey these findings.

- c. Considering only governmental entities, provide the failure rate of governmental orders that cannot be completed/filled (for whatever reason).

B. Segment 2 – Company Work Experience and Personnel:

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

C. Segment 3 – Cost Proposal: Information described in the following subsections is required from each Proposer. Your method of costing may or may not be used but should be described. A firm fixed price or not-to-exceed Contract is contemplated.

- i. The City seeks to evaluate the value of a 5-year, 100,000-mile Power Train Warranty. Respondents shall provide alternate pricing, if necessary, to provide this warranty level.
- ii. Other itemized costs.
- iii. Unit pricing for goods shall include delivery costs, F.O.B. Destination.
- iv. Items listed in the bid table may be awarded to the responsive/responsible Offeror with the lowest cost and/or the best vehicle delivery timeline.
- v. Future orders may be based predominantly off of the percent off MSRP for a variety of appropriate vehicles and delivery timelines.
- vi. Respondent is not required to bid on all items.
- vii. Alternate equivalent makes and models will be considered.
- viii. For the purpose of cost evaluation, the City will accept offers on the specified new 2023, 2024, 2025 vehicles.
- ix. The City intends to award Items A-N for fiscal year 2024 based on lowest cost considering best lead time.

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

A. Evaluation Criteria:

Weights:

• Respondent's Solution and Program (Segment 1)	30 pts
• Company Work Experience and Personnel (Segment 2)	30 pts
• <u>Cost Proposal (Segment 3)</u>	<u>40 pts</u>
Maximum Weight:	100 pts

- B. An evaluation committee will be established to evaluate the proposal. The committee will include employees of the City and may include other impartial individuals who are not City employees. The evaluation committee will determine if discussions and/or Best and Final Offers (BAFO) are necessary. Award of a contract may be made without discussions or BAFO, if in the best interest of the City. The evaluation committee may determine that discussions are necessary to clarify or verify a written proposal response. The City may, at its discretion, elect to have respondents provide oral presentations of their proposal. The City reserves the right to rescore an offer based on provided discussions. A request for a BAFO is at the sole discretion of the City and will be requested in writing. The evaluation committee will evaluate the finalists and make a recommendation for award.
- C. The City reserves the right to reject any or all proposals submitted, or to award to the respondent who, in the City's opinion, offers the best value to the City. The City also reserves the right to cancel the RFP process and pursue alternate methods for providing the requirements.

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

5. AGREEMENT NEGOTIATIONS AND AWARD PROCESS:

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

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

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

**ATTACHMENT A
REFERENCE SHEET**

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: _____

RESPONDENT'S NAME: _____ **DATE:** _____

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

1.	Company's Name	_____
	Name of Contact	_____
	Title of Contact	_____
	E-Mail Address	_____
	Present Address	_____
	City, State, Zip Code	_____
	Telephone Number	_____ Fax Number: _____
2.	Company's Name	_____
	Name of Contact	_____
	Title of Contact	_____
	E-Mail Address	_____
	Present Address	_____
	City, State, Zip Code	_____
	Telephone Number	_____ Fax Number: _____
3.	Company's Name	_____
	Name of Contact	_____
	Title of Contact	_____
	E-Mail Address	_____
	Present Address	_____
	City, State, Zip Code	_____
	Telephone Number	_____ Fax Number: _____

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

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

SOLICITATION NUMBER: _____

RESPONDENT'S NAME: _____ **DATE:** _____

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

YES, I INTEND TO USE SUBCONTRACTORS ON THIS CONTRACT YES

If yes complete the information below

1. Subcontractor Name _____
Name of Contact _____
E-Mail Address _____
Address _____
City, State, Zip Code _____
Telephone Number _____ Fax Number: _____
Describe work to be performed _____
Percentage of contract work to be performed _____ %

2. Subcontractor Name _____
Name of Contact _____
Title of Contact _____
E-Mail Address _____
Address _____
City, State, Zip Code _____
Telephone Number _____ Fax Number: _____
Describe work to be performed _____
Percentage of contract work to be performed _____ %

• *Add additional pages as needed*

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

Attachment E- Current Vehicle Requirements (FY24)

PUBLIC WORKS- WATER

ITEM A- NEW: ½ Ton Pick-Up Truck, 2WD Water Quality Specialist

Make/Model example specified: Chevrolet 4x2 Double Cab

Year 2023-24-25 model is acceptable.

Exterior Color: White

Interior Color: Black or Grey, no carpet, seats 40/20/40

Cab: 4x2 Double Cab 147.45" wheelbase

Complete specification containing minimum critical requirements can be viewed at the following link:

<http://www.gmfleet.com> Additional options requested:

- REAR AXLE 3.42 RATIO
- AUDIO SYSTEM CHEVROLET INFOTAINMENT 3 SYSTEM 7 diagonal color touchscreen AM/FM stereo. Additional features for compatible phones include Bluetooth audio streaming for 2 active devices voice command pass-through to phone Apple CarPlay and Android Auto capable. (STD) Reverse Camera System
- GLASS DEEP-TINTED
- SEATS FRONT 40/20/40 SPLIT-BENCH (STD)
- POWER OUTLET INSTRUMENT PANEL 120-VOLT (400 watts shared with (KC9) bed mounted power outlet)
- TRANSMISSION 6-SPEED AUTOMATIC ELECTRONICALLY CONTROLLED (STD)
- TAILGATE GATE FUNCTION MANUAL with EZ Lift includes power lock and release.
- ENGINE 5.3L ECOTEC3 V8 (355 hp [265 kW] @ 5600 rpm 383 lb-ft of torque [518 Nm] @ 4100 rpm)
- WHEELS 17 X 8 (43.2 CM X 20.3 CM) ULTRA SILVER PAINTED STEEL (STD)
- WT CONVENIENCE PACKAGE
- TIRES Michelin or Goodyear All-Terrain
- LED CARGO AREA LIGHTING located in pickup bed activated with switch on center switch bank.
- POWER OUTLET BED MOUNTED 120-VOLT (400 watts shared with (KI4) instrument panel mounted power outlet)
- CRUISE CONTROL ELECTRONIC with set and resume speed steering wheel-mounted
- Spray in Bed-Liner
- RKI- Side Opening Cross box C-series with Headache Rack WG10 series
- Trailer Tow Package Class IV Receiver Hitch
- Trailer Brake Controller

ITEM B- NEW: ¾ Ton Pick-Up Truck, 4WD FOREMAN (Water)

Make/Model example specified: Chevrolet 4x4 Crew Cab

Year 2023-24-25 model is acceptable.

Exterior Color: White

Interior Color: Black or Grey, no carpet, seats 40/20/40

Cab: 4x4 Crew Cab

Complete specification containing minimum critical requirements can be viewed at the following link:

<http://www.gmfleet.com> Additional options requested:

- Duramax 6.6L V8 Turbodiesel 10-Speed Automatic 4WD
- AUDIO SYSTEM CHEVROLET INFOTAINMENT 3 SYSTEM 7 diagonal color touchscreen AM/FM stereo. Additional features for compatible phones include Bluetooth audio streaming for 2 active devices voice command pass-through to phone Apple CarPlay and Android Auto capable. (STD) Reverse Camera System
- GLASS DEEP-TINTED
- SEATS FRONT 40/20/40 SPLIT-BENCH (STD)
- POWER OUTLET INSTRUMENT PANEL 120-VOLT (400 watts shared with (KC9) bed mounted power outlet.
- TAILGATE GATE FUNCTION MANUAL with EZ Lift includes power lock and release.
- WT CONVENIENCE PACKAGE
- TIRES Michelin or Goodyear All-Terrain
- LED CARGO AREA LIGHTING located in pickup bed activated with switch on center switch bank.

Attachment E- Current Vehicle Requirements (FY24)

- POWER OUTLET BED MOUNTED 120-VOLT (400 watts shared with (KI4) instrument panel mounted power outlet)
- Spray in Bed-Liner
- RKI- Side Opening Cross box C-series with Headache Rack WG10 series
- Trailer Tow Package Class IV Receiver Hitch
- Trailer Brake Controller

ITEM C- NEW: 3/4 Ton Pick-Up Truck, 4WD FOREMAN (WW)

Make/Model example specified: Chevrolet 4x4 Crew Cab

Year 2023-24-25 model is acceptable.

Exterior Color: White

Interior Color: Black or Grey, no carpet, seats 40/20/40

Cab: 4x4 Crew Cab

Complete specification containing minimum critical requirements can be viewed at the following link:

<http://www.gmfleet.com> Additional options requested:

- Duramax 6.6L V8 Turbodiesel 10-Speed Automatic 4WD
- AUDIO SYSTEM CHEVROLET INFOTAINMENT 3 SYSTEM 7 diagonal color touchscreen AM/FM stereo. Additional features for compatible phones include Bluetooth audio streaming for 2 active devices voice command pass-through to phone Apple CarPlay and Android Auto capable. (STD) Reverse Camera System
- GLASS DEEP-TINTED
- SEATS FRONT 40/20/40 SPLIT-BENCH (STD)
- POWER OUTLET INSTRUMENT PANEL 120-VOLT (400 watts shared with (KC9) bed mounted power outlet.
- TAILGATE GATE FUNCTION MANUAL with EZ Lift includes power lock and release.
- WT CONVENIENCE PACKAGE
- TIRES Michelin or Goodyear All-Terrain
- LED CARGO AREA LIGHTING located in pickup bed activated with switch on center switch bank.
- POWER OUTLET BED MOUNTED 120-VOLT (400 watts shared with (KI4) instrument panel mounted power outlet)
- Spray in Bed-Liner
- RKI- Side Opening Cross box C-series with Headache Rack WG10 series
- Trailer Tow Package Class IV Receiver Hitch
- Trailer Brake Controller

ITEM D- NEW: SUV/Crossover (Conservation Manger)

Make/Model example specified: Dodge Durango/Ford Explorer

Year 2023-24-25 model is acceptable.

Exterior Color: White

Interior Color: Black or Grey

Cab: SUV or Crossover

Complete specification containing minimum critical requirements can be viewed at the following link:

<http://www.gmfleet.com> Additional options requested:

- 3.6L V6 Cylinder Engine
- AUDIO SYSTEM CHEVROLET INFOTAINMENT 3 SYSTEM 7 diagonal color touchscreen AM/FM stereo. Additional features for compatible phones include Bluetooth audio streaming for 2 active devices voice command pass-through to phone Apple CarPlay and Android Auto capable. (STD) Reverse Camera System
- GLASS DEEP-TINTED
- POWER OUTLET INSTRUMENT PANEL 120-VOLT (400 watts shared with (KC9) bed mounted power outlet.
- TIRES: 265/60R18 BSW AS LRRTIRES

Attachment E- Current Vehicle Requirements (FY24)

ITEM E- Replacement (PW 26) ITEM #5: ½ Ton Pick-Up Truck, 2WD

Make/Model example specified: Chevrolet 4x2 Regular Cab

Year 2023-24-25 model is acceptable.

Exterior Color: White

Interior Color: Black or Grey, no carpet, seats 40/20/40

Cab: 4x2 Regular Cab 139.56" wheelbase

Complete specification containing minimum critical requirements can be viewed at the following link:

<http://www.gmffleet.com> Additional options requested:

- REAR AXLE 3.42 RATIO
- AUDIO SYSTEM CHEVROLET INFOTAINMENT 3 SYSTEM 7 diagonal color touchscreen AM/FM stereo. Additional features for compatible phones include Bluetooth audio streaming for 2 active devices voice command pass-through to phone Apple CarPlay and Android Auto capable. (STD) Reverse Camera System
- GLASS DEEP-TINTED
- SEATS FRONT 40/20/40 SPLIT-BENCH (STD)
- POWER OUTLET INSTRUMENT PANEL 120-VOLT (400 watts shared with (KC9) bed mounted power outlet)
- TRANSMISSION 6-SPEED AUTOMATIC ELECTRONICALLY CONTROLLED (STD)
- TAILGATE GATE FUNCTION MANUAL with EZ Lift includes power lock and release.
- ENGINE 5.3L ECOTEC3 V8 (355 hp [265 kW] @ 5600 rpm 383 lb-ft of torque [518 Nm] @ 4100 rpm)
- WHEELS 17 X 8 (43.2 CM X 20.3 CM) ULTRA SILVER PAINTED STEEL (STD)
- WT CONVENIENCE PACKAGE
- TIRES Michelin or Goodyear All-Terrain
- LED CARGO AREA LIGHTING located in pickup bed activated with switch on center switch bank.
- POWER OUTLET BED MOUNTED 120-VOLT (400 watts shared with (KI4) instrument panel mounted power outlet)
- CRUISE CONTROL ELECTRONIC with set and resume speed steering wheel-mounted
- Spray in Bed-Liner
- RKI- Side Opening Cross box C-series with Headache Rack WG10 series
- Trailer Tow Package Class IV Receiver Hitch
- Trailer Brake Controller

ITEM F- Replacement (PW 27) ITEM #6: ½ Ton Pick-Up Truck, 2WD

Make/Model example specified: Chevrolet 4x2 Regular Cab

Year 2023-24-25 model is acceptable.

Exterior Color: White

Interior Color: Black or Grey, no carpet, seats 40/20/40

Cab: 4x2 Regular Cab 139.56" wheelbase

Complete specification containing minimum critical requirements can be viewed at the following link:

<http://www.gmffleet.com> Additional options requested:

- REAR AXLE 3.42 RATIO
- AUDIO SYSTEM CHEVROLET INFOTAINMENT 3 SYSTEM 7 diagonal color touchscreen AM/FM stereo. Additional features for compatible phones include Bluetooth audio streaming for 2 active devices voice command pass-through to phone Apple CarPlay and Android Auto capable. (STD) Reverse Camera System
- GLASS DEEP-TINTED
- SEATS FRONT 40/20/40 SPLIT-BENCH (STD)
- POWER OUTLET INSTRUMENT PANEL 120-VOLT (400 watts shared with (KC9) bed mounted power outlet)
- TRANSMISSION 6-SPEED AUTOMATIC ELECTRONICALLY CONTROLLED (STD)
- TAILGATE GATE FUNCTION MANUAL with EZ Lift includes power lock and release.
- ENGINE 5.3L ECOTEC3 V8 (355 hp [265 kW] @ 5600 rpm 383 lb-ft of torque [518 Nm] @ 4100 rpm)
- WHEELS 17 X 8 (43.2 CM X 20.3 CM) ULTRA SILVER PAINTED STEEL (STD)
- WT CONVENIENCE PACKAGE
- TIRES Michelin or Goodyear All-Terrain
- LED CARGO AREA LIGHTING located in pickup bed activated with switch on center switch bank.

Attachment E- Current Vehicle Requirements (FY24)

- POWER OUTLET BED MOUNTED 120-VOLT (400 watts shared with (KI4) instrument panel mounted power outlet)
- CRUISE CONTROL ELECTRONIC with set and resume speed steering wheel-mounted
- Spray in Bed-Liner
- RKI- Side Opening Cross box C-series with Headache Rack WG10 series
- Trailer Tow Package Class IV Receiver Hitch
- Trailer Brake Controller

ITEM G- Replacement (PW 28) ITEM #7: ¾ Ton Pick-Up Truck, Utility Body 2WD

Make/Model example specified: Ford or Chevrolet 4x2 Regular Cab

Year 2023-24-25 model is acceptable.

Exterior Color: White

Interior Color: Grey, no carpet, seats 40/20/40.

Cab: 4x2 Regular Cab 139.56" wheelbase

Complete specification containing minimum critical requirements can be viewed at the following link:

<http://www.gmfleet.com> Additional options requested:

- 500 Series Knapheide Service Body or comparable
- REAR AXLE 3.42 RATIO
- AUDIO SYSTEM CHEVROLET INFOTAINMENT 3 SYSTEM 7 diagonal color touchscreen AM/FM stereo. Additional features for compatible phones include Bluetooth audio streaming for 2 active devices voice command pass-through to phone Apple CarPlay and Android Auto capable. (STD) Reverse Camera System
- GLASS DEEP-TINTED
- SEATS FRONT 40/20/40 SPLIT-BENCH (STD)
- POWER OUTLET INSTRUMENT PANEL 120-VOLT (400 watts shared with (KC9) bed mounted power outlet)
- TRANSMISSION 6-SPEED AUTOMATIC ELECTRONICALLY CONTROLLED (STD)
- TAILGATE GATE FUNCTION MANUAL with EZ Lift includes power lock and release.
- ENGINE 5.3L ECOTEC3 V8 (355 hp [265 kW] @ 5600 rpm 383 lb-ft of torque [518 Nm] @ 4100 rpm)
- WHEELS 17 X 8 (43.2 CM X 20.3 CM) ULTRA SILVER PAINTED STEEL (STD)
- WT CONVENIENCE PACKAGE
- TIRES Michelin or Goodyear All-Terrain
- LED CARGO AREA LIGHTING located in pickup bed activated with switch on center switch bank.
- POWER OUTLET BED MOUNTED 120-VOLT (400 watts shared with (KI4) instrument panel mounted power outlet)
- CRUISE CONTROL ELECTRONIC with set and resume speed steering wheel-mounted
- Spray in Bed-Liner
- RKI- Side Opening Cross box C-series with Headache Rack WG10 series
- Trailer Tow Package Class IV Receiver Hitch
- Trailer Brake Controller

ENGINEERING & BUILDING INSPECTIONS

ITEM H- Engineering SUV: 4WD or AWD

Make/Model example specified: Ford Explorer, Chevy Tahoe

Year 2023-24-25 model is acceptable.

Exterior Color: White

Interior Color: Black or Grey

- V-6
- HP ≈ 293
- Torque ≈ 260
- Automatic transmission
- Gasoline

Attachment E- Current Vehicle Requirements (FY24)

- Max Payload ≈ 1330
- GVWR ≈ 6500

ITEM I- Engineering (ENG 1)- ½ Ton Pick-Up Truck, 4WD

Make/Model example specified: Ford F-150 or Chevrolet 1500

Year 2023-24-25 model is acceptable.

Exterior Color: White

Interior Color: Black or Grey

Cab: Crew Cab

- V-8
- Automatic transmission
- RKI side opening cross box C series with headache rack WG10 series.
- Gasoline
- Full width light bar amber and white or blue and white LED lights
- Half ton
- Bed: 6 or 6.5 feet

ITEM J- Building Inspections (BI-5)- ½ Ton Pick-Up Truck, 2WD

Make/Model example specified: Ford F-150 or Chevrolet 1500

Year 2023-24-25 model is acceptable.

Exterior Color: White

Interior Color: Black or Grey

Cab: Regular WT

- V-6
- HP ≈ 310
- Torque ≈ 348
- Gasoline
- Max Payload ≈ 2250
- GVWR ≈ 6800
- Bed: 8 feet

FIRE DEPARTMENT & CODE ENFORCEMENT

ITEM K- Code Enforcement (CE-2)- ½ Ton Pick-Up Truck, 4WD

Make/Model example specified: Chevrolet 4x4 Crew Cab, Ford F-150

Year 2023-24-25 model is acceptable.

Exterior Color: White

Interior Color: Black or Grey, no carpet, seats 40/20/40

Cab: 4x4 Crew Cab

Complete specification containing minimum critical requirements can be viewed at the following link:

<http://www.gmfleet.com> Additional options requested:

- All electric windows and doors, remote start
- Duramax 6.6L V8 Turbodiesel 10-Speed Automatic OR gasoline 4WD
- AUDIO SYSTEM CHEVROLET INFOTAINMENT 3 SYSTEM 7 diagonal color touchscreen AM/FM stereo. Additional features for compatible phones include Bluetooth audio streaming for 2 active devices voice command pass-through to phone Apple CarPlay and Android Auto capable. (STD) Reverse Camera System (the City would prefer an audible alarm)
- SEATS FRONT 40/20/40 SPLIT-BENCH (STD)
- POWER OUTLET INSTRUMENT PANEL 120-VOLT (400 watts shared with (KC9) bed mounted power outlet.

Attachment E- Current Vehicle Requirements (FY24)

- TAILGATE GATE FUNCTION MANUAL with EZ Lift includes power lock and release.
- WT CONVENIENCE PACKAGE
- TIRES Michelin or Goodyear All-Terrain
- POWER OUTLET BED MOUNTED 120-VOLT (400 watts shared with (KI4) instrument panel mounted power outlet)

ITEM L- Code Enforcement (CE-3)- ½ Ton Pick-Up Truck, 4WD

Make/Model example specified: Chevrolet 4x4 Crew Cab, Ford F-150

Year 2023-24-25 model is acceptable.

Exterior Color: White

Interior Color: Black or Grey, no carpet, seats 40/20/40

Cab: 4x4 Crew Cab

Complete specification containing minimum critical requirements can be viewed at the following link:

<http://www.gmfleet.com> Additional options requested:

- All electric windows and doors, remote start
- Duramax 6.6L V8 Turbodiesel 10-Speed Automatic or gasoline 4WD
- AUDIO SYSTEM CHEVROLET INFOTAINMENT 3 SYSTEM 7 diagonal color touchscreen AM/FM stereo. Additional features for compatible phones include Bluetooth audio streaming for 2 active devices voice command pass-through to phone Apple CarPlay and Android Auto capable. (STD) Reverse Camera System (the City would prefer an audible alarm)
- SEATS FRONT 40/20/40 SPLIT-BENCH (STD)
- POWER OUTLET INSTRUMENT PANEL 120-VOLT (400 watts shared with (KC9) bed mounted power outlet.
- TAILGATE GATE FUNCTION MANUAL with EZ Lift includes power lock and release.
- WT CONVENIENCE PACKAGE
- TIRES Michelin or Goodyear All-Terrain
- POWER OUTLET BED MOUNTED 120-VOLT (400 watts shared with (KI4) instrument panel mounted power outlet)

ITEM M- Fire Department (FD 141)- ½ Ton Pick-Up Truck, 4WD

Make/Model example specified: Four door Chevrolet 4x4, Ford F-150

Year 2023-24-25 model is acceptable.

Exterior Color: Red is preferred but white could be accepted

Interior Color: Black or Grey, no carpet, seats 40/20/40

Additional options requested:

- All electric windows and doors, remote start
- Duramax 6.6L V8 Turbodiesel 10-Speed Automatic or gasoline 4WD
- AUDIO SYSTEM CHEVROLET INFOTAINMENT 3 SYSTEM 7 diagonal color touchscreen AM/FM stereo. Additional features for compatible phones include Bluetooth audio streaming for 2 active devices voice command pass-through to phone Apple CarPlay and Android Auto capable. (STD) Reverse Camera System (the City would prefer an audible alarm)
- SEATS FRONT 40/20/40 SPLIT-BENCH (STD)
- TIRES Michelin or Goodyear All-Terrain

GENERAL SERVICES

ITEM N- General Services: ½ Ton Pick-Up Truck, 2WD Truck

Make/Model example specified: Chevrolet, Ford F-150

Year 2023-24-25 model is acceptable.

Exterior Color: White

Interior Color: Black or Grey, no carpet, seats 40/20/40

Attachment E- Current Vehicle Requirements (FY24)

Cab: 4x4 Crew Cab

Complete specification containing minimum critical requirements can be viewed at the following link:

<http://www.gmfleet.com> Additional options requested:

- All electric windows and doors, remote start
- Gasoline
- **Extended Cab**
- Duramax 6.6L V8 Turbodiesel 10-Speed Automatic 4WD
- AUDIO SYSTEM CHEVROLET INFOTAINMENT 3 SYSTEM 7 diagonal color touchscreen AM/FM stereo. Additional features for compatible phones include Bluetooth audio streaming for 2 active devices voice command pass-through to phone Apple CarPlay and Android Auto capable. (STD) Reverse Camera System
- SEATS FRONT 40/20/40 SPLIT-BENCH (STD)
- POWER OUTLET INSTRUMENT PANEL 120-VOLT (400 watts shared with (KC9) bed mounted power outlet.
- TAILGATE GATE FUNCTION MANUAL with EZ Lift includes power lock and release.
- WT CONVENIENCE PACKAGE
- TIRES Michelin or Goodyear All-Terrain
- POWER OUTLET BED MOUNTED 120-VOLT (400 watts shared with (KI4) instrument panel mounted power outlet)

Standard Definitions, Terms and Conditions

By acceptance of a Purchase Order or Agreement, or response to a Solicitation, Vendor agrees the following terms and conditions, without modification, will govern:

I. DEFINITIONS

The following definitions shall be used to identify terms throughout procurement documents:

- A. **ADDENDUM** – A written instrument issued by the City that modifies or clarifies the Solicitation prior to the Due Date. “Addenda” is the plural form of the word.
- B. **AGREEMENT/CONTRACT** – A mutually binding legal document obligating the Vendor to furnish the goods, equipment or services specified within the Solicitation and obligating the City to pay for the goods, equipment, or services specified.
- C. **APPROPRIATE, APPROPRIATED, OR APPROPRIATION** – The adoption by the City Council of a budget for a fiscal year that includes payments to be made under the Contract during the respective fiscal year.
- D. **BID/PROPOSAL/RESPONSE/OFFER/QUOTE/QUOTATION** – A complete, properly signed response to a Solicitation that, if accepted, would bind the Respondent to perform the resulting Contract.
- E. **BIDDER/PROPOSER/RESPONDENT/OFFERER** – A person, firm or entity identified throughout the Solicitation that they consider themselves qualified to provide the goods, equipment or services specified herein, and are interested in making an offer to provide the goods, equipment or services to the City.
- F. **CITY** – The City of Leander, a home-rule municipal corporation located in Williamson County, Texas.
- G. **DELIVERABLES** – The goods, products, materials, and/or services to be provided to the City under a Purchase Order or Contract.
- H. **DUE DATE** – The date and time specified for receipt of Bids, Proposals, Responses, Offers, Quotations and Qualification Statements.
- I. **GOODS** – Materials, supplies, commodities and/or equipment.
- J. **LATE OFFER** – A Bid, Proposal, Quote, Response, or Submittal that is received after the Due Date and time specified in the Solicitation.
- K. **NON-PROFESSIONAL SERVICES** – services performed that are not of a professional nature such as lawn care, security, janitorial, etc.
- L. **PIGGYBACK CONTRACT** – A Contract or Agreement that has been competitively bid in accordance with State of Texas statutes, rules, policies and procedures and has been extended for the use of state and local agencies and active State of Texas CO-OP entities.
- M. **PURCHASE ORDER** – An order placed by the City for the purchase of goods or services issued on the City’s standard purchase order form and which, when accepted by the Vendor, becomes a Contract. The Purchase Order is the Vendor’s authority to deliver and invoice the City for Goods or Services specified, and the City’s commitment to accept the Goods or Services for an agreed upon price.
- N. **PROFESSIONAL SERVICES** – Services that use skills that are predominantly mental or intellectual, rather than physical or manual such as accounting, architecture, land surveying, law, medicine, optometry, professional engineering, etc.
- O. **REQUEST FOR QUALIFICATIONS STATEMENTS (RFQ)** – A solicitation used to acquire professional services as defined by the State of Texas Government Code, Chapter 2254.
- P. **RESPONSIBLE** – Refers to the financial and practical ability of the Offeror to perform the Contract and takes into consideration resources, expertise, and past performance of the Offeror as well as compliance with all City ordinances concerning the purchasing process.
- Q. **RESPONSIVE** – Meeting all the requirements of a Solicitation.
- R. **SERVICES** – Work performed to meet the requirements and demand of the Purchase Order. The furnishing of labor, time, or effort by the Vendor and their ability to comply with promised delivery dates, specification and technical assistance specified.
- S. **SOLICITATION/INVITATION TO BID/REQUEST FOR PROPOSALS/REQUEST FOR QUOTES** – The Solicitation document issued by the City containing terms, conditions and specifications for the service or commodity to be procured.
- T. **SUBCONTRACTOR** – Any person or business enterprise providing goods, labor, and/or services to a Vendor if such goods, equipment, labor, and/or services are procured or used in fulfillment of the Vendor’s obligations arising from a Contract with the City.
- U. **VENDOR/CONTRACTOR** – Person or business enterprise providing goods, equipment, labor and/or services to the City as fulfillment of obligations arising from an Agreement or Purchase Order.

II. SOLICITATIONS

A. CONFLICT OF INTEREST:

Chapter 176 of the Texas Local Government Code requires an entity contracting or seeking to contract for the sale or purchase of property, goods, or services with a local governmental entity to disclose any affiliation or business relationship which might create a conflict of interest with a local government entity. The Conflict of Interest Questionnaire is available from the Texas Ethics Commission at https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm, and completed forms must be submitted to the appropriate records administrator of the City not later than the seventh business day after the date the entity begins contract discussions or negotiations with the local governmental entity, or submits to the local governmental entity an application, response to a Request for Proposals or Bids, correspondence, or another writing related to a potential Agreement with the local governmental entity. If responding to a Solicitation, the Conflict of Interest Form may be submitted with the Response. The completed forms may be mailed or hand delivered to the City Secretary at the following address: The City of Leander, Office of the City Secretary, City Hall, 105 N. Brushy St Leander, TX 78641. This legislation is subject to change and each entity should consult its own attorney regarding the current law. Any attempt to intentionally or unintentionally conceal a conflict of interest may result in disqualification of any response to a solicitation. The validity of the Contract is not affected solely because of failure to comply with the conflict of interest disclosure requirements.

B. COMMUNICATIONS WITH THE CITY:

To insure the proper and fair evaluation of a Solicitation, the City prohibits ex parte communication (e.g., unsolicited) initiated by the Offeror to the City Official or Employee evaluating or considering the Responses prior to the time an award has been made. Communication between Offeror and the City will be initiated by the appropriate City Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the Solicitation. Ex parte communication may be grounds for disqualifying the offending Offeror from consideration or award of the Solicitation then in evaluation, or any future Solicitation.

Unless otherwise specified, all requests for clarification or questions regarding a Solicitation must be directed to the City of Leander Purchasing Office, Attn.: Purchasing Agent, PO Box 319, 105 N. Brushy St , Leander, TX 78641-0319, 512-528-2730, FAX: 512-528-2829, Kjohnson@leandertx.gov.

C. DISCLOSURE OF PENDING LITIGATION:

Each Respondent shall include in its proposal a complete disclosure of any material civil or criminal litigation or pending investigation which involves the Respondent or in which the Respondent has been judged guilty.

D. CONFIDENTIALITY OF RESPONSES, PUBLIC INFORMATION ACT:

All Responses are subject to release as public information unless the Response or specific parts of the Response can be shown to be exempt from the Texas Public Information Act. Respondents are advised to consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information. The City assumes no obligation or responsibility for asserting legal arguments on behalf of potential Respondents.

If a Respondent believes that a Response or parts of a Response are confidential, then the Respondent shall so specify. The Respondent shall stamp in bold red letters the term "**CONFIDENTIAL**" on that part of the Response, which the Respondent believes to be confidential. Vague and general claims as to confidentiality shall not be accepted. All Responses and parts of Responses that are not marked as confidential will be automatically considered public information. Notwithstanding, responses to Requests for Proposals shall be opened in a manner that avoids disclosure of the contents to competing offeror and keeps the proposals secret during negotiations as provided for in Section 252.049 of the Local Government Code.

E. CLARIFICATIONS, WAIVER OF MINOR TECHNICALITIES OR DISCREPANCIES:

The City reserves the right to request clarification or additional information specific to any Response after all Responses have been received and the Solicitation Due Date has passed. Additionally, the City reserves the right to accept or reject all or part of any Response, waive any formalities or technical inconsistencies, delete any requirement or specification from the Solicitation, or terminate the Solicitation when deemed to be in City's best interest.

F. COST OF PREPARATION OF RESPONSE:

All costs directly or indirectly related to preparation of a Response to this Solicitation or any oral presentation required to supplement and/or clarify a Response which may be required by the City shall be the sole responsibility of the Respondent.

G. RESPONSES BECOME PROPERTY OF THE CITY:

Submissions received in response to a Solicitation become the sole property of the City.

H. WITHDRAWAL OF A RESPONSE:

A Response may be withdrawn prior to the submission deadline by submitting a written request for its withdrawal to the Purchasing Office. A new Response may be submitted and must be received prior to the submission deadline to be considered. Modifications offered in any manner will not be considered if submitted after the submission deadline.

I. DETERMINATION OF AWARD, RESULTING AGREEMENT:

In determining award, the City reserves the right to select the acceptable Respondent who will offer contractual terms and conditions most favorable to the City. All requirements stated in the Solicitation shall become a part of any Contract, Agreement or Purchase Order awarded as a result of the Solicitation, and any deviations from these requirements must be specifically stated and defined by the Respondent in their Response. Requests for clarification and the responses(s) shall also become a part of any Contract, Agreement or Purchase Order resulting from the Solicitation.

J. AFFIRMATIONS AND CERTIFICATIONS:

By signature on and submission of a Response, Respondent certifies they have not conspired with any other potential supplier in any manner to attempt to control competitive pricing. By signature on and submission of a Response, Respondent certifies they are duly qualified, capable and a bondable business entity not in receivership or contemplating same, and has not filed for bankruptcy. By signature on and submission of a Response, Respondent affirms that they will not discriminate against any employee or applicant as prohibited by law.

K. REQUIREMENTS FOR SUBMISSION OF RESPONSE OF FORMAL SOLICITATION:

1. All Responses must be submitted on the form provided by the City, and accompanied by all required attachments. Each Response shall be placed in a separate envelope and properly identified with Solicitation Number and Opening Date. Responses must be time-stamped at the Purchasing Office, 105 N. Brushy St, Leander TX 78641, PO Box 319, Leander, TX 78646, on or before due date and time shown on the Solicitation form. Late Responses will not be considered.
2. If applicable, Respondent will show exact cost to deliver. Responses must specify unit price on the quantity specified, extend and show total. Unit prices shall govern, including in case of errors. Cash discounts will not be considered in determining award; all cash discounts offered will be taken if earned. Respondent will list and deduct all discounts not based on early payment from prices quoted.
3. The City is exempt from all federal excise, state and local taxes unless otherwise stated. The City claims exemption from under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon request. Do not include taxes in Response to any Solicitation.
4. Unless stated otherwise, any catalog, brand name or manufacturer's reference used in the Solicitation is descriptive (not restrictive), and is used to indicate type and quality desired. Responses on brands of like nature and quality will be considered. If quoting on other than referenced specifications, the Response MUST show manufacturer brand or trade name and description of product offered. Illustrations and complete descriptions of product offered should be made part of the Response. If Respondent does not identify exceptions to the specifications shown in this Invitation, Respondent will be required to furnish brand names, numbers, etc., as shown in the Solicitation.
5. Response must show the number of days required to deliver items or provide services to the City's designated location under normal conditions. Unrealistically short or long delivery promises may cause Response to be disregarded.

L. PURCHASE ORDERS

A. GENERAL TERMS AND CONDITIONS

1. ACCEPTANCE:

A Purchase Order is the City's commitment to make procurement and is subject to Vendor's acceptance of the City's terms and conditions.

2. ABSENCES OF PURCHASE ORDER OR AGREEMENT:

The City is not responsible for delivery of any materials or services without a proper Purchase Order.

3. VENDOR'S OBLIGATIONS:

The Vendor shall fully and timely provide all deliverables described in the Solicitation and in the Vendor's Offer in strict accordance with the terms, covenants, and conditions of the Agreement and all applicable Federal, State, and local laws, rules, and regulations.

4. **EFFECTIVE DATE/TERM:**

Unless otherwise specified in the Solicitation, this Agreement shall be effective as of the date the City issues and signs the Purchase Order, and shall continue in effect until all obligations are performed in accordance with the Agreement.

5. **SUBCONTRACTORS:**

If the Vendor utilizes Subcontractors in providing the goods and/or services under this Purchase Order, the Vendor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Vendor is responsible for the Vendor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law. The Vendor shall:

- a. Require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Agreement;
- b. Prohibit the Subcontractor from further subcontracting any portion of the Agreement without the prior written consent of the City and the Vendor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
- c. Require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Vendor in sufficient time to enable the Vendor to include same with its invoice or application for payment to the City in accordance with the terms of the Agreement;
- d. Require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Vendor, with the City being a named insured as its interest shall appear;
- e. Require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City;
- f. Pay each Subcontractor its appropriate share of payments made to the Vendor not later than ten (10) calendar days after receipt of payment from the City.

6. **DELAYS:**

The City may delay scheduled delivery or other due dates by written notice to the Vendor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Agreement, the City and the Vendor shall negotiate an equitable adjustment for costs incurred by the Vendor in the Agreement price and execute an amendment to the Agreement. The Vendor must assert its right to an adjustment within ten (10) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution Process specified in Section IV. However, nothing in this provision shall excuse the Vendor from delaying the delivery as notified.

7. **FORCE MAJEURE:**

Neither party shall be liable for any default or delay in the performance of its obligations under this Agreement if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond reasonable control. In the event of default or delay in performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

8. **INSURANCE REQUIREMENTS:**

Unless specific insurance requirements are noted, Vendor shall maintain insurance coverage appropriate for the fulfillment of the Purchase Order. In the event the Vendor, its employees, agents or subcontractors enter premises occupied by or under the control of the City, the Vendor agrees to maintain public liability and property damage insurance in reasonable limits covering the obligations set forth in this Purchase Order, and will maintain Workers' Compensation coverage (either by insurance or if qualified pursuant to law, through a self-insurance program) covering all employees performing on premises occupied by or under control of the City. The Vendor shall not commence work until the required insurance is obtained. Upon request, Vendor shall provide a copy of its insurance policies to the City within fourteen (14) days. Failure to provide the required certificate of insurance may subject the vendor to disqualification from consideration for award. The Vendor must also forward a certificate of insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

a. Insurance Requirements:

The successful Proposer shall procure and maintain in force during the terms of any contract awarded pursuant to this RFP, at its own cost, the following minimum insurance coverage:

- Builder's Risk: based upon full construction costs, if required per contract
- Workers' Compensation and Employers' Liability
 - State of Texas: \$1,000,000 Each Accident
 - Employer's Liability: \$ 100,000 Each Accident
\$ 500,000 Disease-Policy Limit
\$ 100,000 Disease-Each Employee
- Waiver of Subrogation
- Commercial General Liability
 - Bodily Injury & Property Damage
 - General Aggregate Limit: \$1,000,000
 - Personal & Advertising Injury Limit: \$ 500,000
 - Each Occurrence Limit: \$1,000,000

The policy shall be on an Occurrence Form and include the following coverage: Premises Operations; Personal and Advertising Injury; Medical Payments; Liability assumed under an Insured Contract; Independent Contractors; and Broad Form Property Damage. Coverage provided should be at least as broad as found in Insurance Services Office (ISO) form CG0001.

- Commercial Automobile Liability Limits

Bodily Injury & Property Damage

Combined Single Limit:	\$1,000,000
Medical Payments:	\$ 5,000 Per Person
Uninsured/Underinsured Motorist	\$ 100,000

Prior to the execution of any awarded contract by the City, the successful Proposer shall forward Certificates of Insurance to the Purchasing Manager. The required insurance policies shall be procured and maintained in full force and effect for the duration of the awarded contract. Certificate Holder shall be the City of Leander at 105 N. Brushy Street, Leander, TX 78641.

9. **EXCEPTIONS TO SPECIFICATIONS:**

Any deviation from the specifications must be clearly indicated in the Response to the Solicitation or promptly documented in writing at or before the time of the award. Any deviations or exceptions are subject to review by the City and may be grounds for rejection.

10. **TRAVEL EXPENSES:**

All travel, lodging and/or per diem expenses associated with providing the materials, equipment or services specified must be included in the original Quotation and/or the resulting Purchase Order or Agreement. All travel expenses are subject to review by the City and documentation of actual itemized expenses may be requested. No reimbursement will be made without prior authorization, or for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed.

11. **HUB REQUIREMENTS:**

The City complies with the requirements of the State of Texas *Local Government Code*, Chapter 252, Section 252.0215.

12. **SPECIAL TOOLS AND EQUIPMENT:**

If the price stated in the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Vendor to fulfill the Agreement, such special tooling and/or equipment and all process sheets associated thereto shall become the property of the City and shall be identified by the Vendor as such.

B. **SERVICES**

1. **PLACE AND CONDITIONS OF WORK, ACCESS TO SITE:**

If Services are to be performed principally on the City's premises or in public rights of way, the City shall provide the Vendor access to the sites where the Vendor is to perform the Services as required in order for the Vendor to perform in a timely and efficient manner, in accordance with and subject to applicable security laws, rules and regulations. The Vendor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of the materials, equipment, labor and facilities necessary to perform the Services and any other conditions or states of fact which could, in any way, affect performance of the Vendor's obligations under the Agreement. The Vendor shall promptly notify the City if the actual site or service conditions differ from the expected conditions and failing to do so, hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature.

2. **VENDOR TO PROVIDE ALL MATERIAL, EQUIPMENT, LABOR:**

Vendor shall provide all goods and labor necessary to perform Services. All material must be new and all equipment utilized must be in good safe working condition and suitable for Services. Vendor shall employ all personnel for Services in accordance with the requirements of applicable local, state, and federal law.

3. **WORKFORCE:**

If Services are to be performed principally on the City's premises or on public right-of-ways:

Vendor shall employ only orderly and competent workers, skilled in the performance of the Services which they will perform under the Agreement. Vendor, its employees, subcontractors and subcontractor's employees while engaged in participating in a Solicitation or while in the course and scope of delivering goods and services under a City Purchase Order or Agreement may not: use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the Agreement; or use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated or under the influence of alcohol or drugs while on the job.

If the City or the City's representative notifies the Vendor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Vendor shall immediately remove such worker from Agreement services and may not employ such worker again on Agreement services without the City's prior consent.

4. **COMPLIANCE WITH ALL HEALTH, SAFETY AND ENVIRONMENTAL REQUIREMENTS:**

If Services are to be performed principally on the City's premises or on public rights of way, the Vendor, its subcontractors and their respective employees, shall comply fully with all applicable federal, state and local health, safety and environmental laws, ordinances, rules and regulations in the performance of the Services, including but not limited to those promulgated with the City and the Occupational Safety and Health Administration (OSHA). In the case of conflict, the most stringent safety requirement shall govern. The Vendor shall defend, indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liabilities of any kind or nature arising from the breach of the Vendor's obligations under this paragraph.

5. **STOP WORK NOTICE:**

The City may issue an immediate Stop Work Notice in the event the Vendor is observed performing in a manner that is in violation of Federal, State or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Vendor shall cease all work until

notified by the City that the violation or unsafe condition has been corrected. The Vendor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

6. WARRANTY OF SERVICES:

Vendor warrants and represents that all Services to be provided to the City under the Agreement will be fully and timely performed in good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions and covenants of the Agreement and all applicable Federal, State and local laws, rules or regulations. This warranty may not be limited, excluded or disclaimed and any attempt to do so will be without force or effect. Unless otherwise specified, the warranty period shall be a minimum of one (1) year from acceptance by the City of Services. In the event any applicable warranty is breached, the Vendor shall promptly upon receipt of demand of performance, perform the Services again in accordance with the above standard at no additional costs to the City. All costs incidental to such additional performance shall be borne solely by the Vendor. The City shall endeavor to give the Vendor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section. In the event the Vendor is unable or unwilling to perform the services in accordance with the above standards as required by the City, then in addition to any other available remedy, the City may reduce the amount of services originally required to purchase from the Vendor under the Agreement and procure conforming services from other sources. In such event, the Vendor shall pay the City upon demand the increased cost, if any, incurred by the City to procure such services from an alternative source.

C. COMMODITIES/EQUIPMENT

1. MATERIAL SAFETY DATA SHEETS:

Under the "Hazardous Communication Act," commonly known as the "Texas Right to Know Act," a Vendor must provide to the City WITH EACH DELIVERY Material Safety Data Sheets, which are applicable to hazardous substances as defined in the Act.

2. GOODS:

Goods furnished shall be new and the latest improved model in current production, as offered to commercial trade, and shall be of quality workmanship and material. The Vendor represents that all goods and equipment offered shall be new. Unless otherwise specified, used, shopworn, demonstrator, prototype or discontinued models are not acceptable.

3. PACKAGING OF DELIVERABLES:

Vendor must package deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and the unit price. Unless otherwise provided in writing by the City, each shipping container shall be clearly and permanently marked with the Vendor's name and address, and the City's name, address and Purchase Order number. Vendor shall bear all costs of packaging. Deliverables must be suitably packed to secure lowest transportation cost, conform with requirements of common carriers and ensure safe delivery. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

4. WARRANTY:

The goods or equipment specified shall be warranted against defects in material or workmanship for a period of not less than twelve (12) months from date of acceptance by the City. If the manufacturer's warranty exceeds twelve (12) months, then the manufacturer's warranty shall be in effect. Vendor shall furnish a copy of the manufacturer's warranty at the time of delivery.

5. NO LIMITATION OF MANUFACTURERS' WARRANTIES:

Vendor may not limit, exclude or disclaim any warranty provided by manufacturer.

D. DELIVERY

1. DELIVERY TERMS, TRANSPORTATION CHARGES, FOB:

Deliverables shall be shipped FOB destination (point of delivery) unless otherwise specified on the Purchase Order or in the Solicitation. The Vendor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship deliverables. The place of delivery shall be specified in the Purchase Order.

2. NO SUBSTITUTIONS OR CANCELLATIONS:

Unless specifically permitted in writing by the City, no substitutions or cancellations shall be acceptable.

3. NOTICE OF DELAY IN DELIVERY:

If a delay in delivery is anticipated, Vendor shall give written notice to the City. The City has the right to extend the delivery time/service date, or to cancel the Purchase Order or Agreement. Vendor shall keep the City advised at all times of the status of the order. Default in promised delivery, service or failure to meet specifications authorizes the City to procure the goods or services from an alternate source and charge the full increase, if any, in cost and handling to defaulting Vendor. Default on delivery may result in legal action and recourse.

4. DELIVERY LOCATION, HOURS, DAYS, HOLIDAYS:

Unless otherwise specified, all deliveries must be made to City of Leander, at the City Department ship to address on the Purchase Order between the hours of 8AM and 4PM (CST), Monday through Friday except regularly observed state and federal holidays. Receipt of goods or materials does not signify acceptance.

5. NO SHIPMENT UNDER RESERVATION:

Vendor is not authorized to ship deliverables under reservation and no tender of bill of lading will operate as a tender of deliverables.

6. TITLE/RISK OF LOSS:

Title to and risk of loss of the deliverables shall pass to the City only when the City actually receives and accepts the deliverables (no delivery, no sale).

7. RIGHT OF INSPECTION AND REJECTION:

The City expressly reserves all rights under law, including but not limited to, the Uniform Commercial Code, to inspect the deliverables at delivery or at a reasonable time subsequent to delivery, and to reject defective or non-conforming deliverables. If the City has the right to inspect the Vendor's or the Vendor's subcontractors facilities, or the deliverables at the Vendor's or the Vendor's subcontractors premises, the Vendor shall furnish or shall cause to be furnished without additional charge all reasonable facilities and assistance to the City to facilitate such inspection.

8. ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING GOODS:

If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept such deliverables, the City may do so. The Vendor shall pay all claims, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If discovery that the deliverables are defective or non-conforming occurs after final payment, Vendor may be required to refund such amounts to the City.

E. PAYMENT

1. TAX EXEMPT STATUS:

The City is exempt from all federal excise, state and local taxes unless otherwise stated in this document. The City claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates are furnished upon request. Vendor will not charge for such taxes. If billed, the City will not remit payment until a corrected invoice is received.

2. INVOICING REQUIREMENTS:

Unless otherwise specified, all invoices shall be submitted to City of Leander, Accounts Payable, PO Box 319, Leander, TX 78646, and issued as required by the Purchase Order or Agreement. Each invoice must reference the unique Purchase Order number, and include the Vendor's complete name and remit to address. If applicable, transportation and delivery charges must be itemized on the invoice. A copy of the bill of lading and the freight waybill must be submitted with the invoice, if applicable. Invoices for labor must include a copy of all time sheets with labor rate and Purchase Order or Agreement number clearly identified. Invoices for labor shall also include a tabulation of hours worked at the appropriate rates and grouped by work order number, if applicable. Time billed for labor shall be limited to hours actually worked at the work site.

3. PAYMENT TERMS:

All payments will be processed in accordance with Texas Prompt Payment Act, *Texas Government Code*, Subchapter B, Chapter 2251. The City will make every effort to pay Vendor within thirty days after the later of: acceptance of goods, supplies, materials, equipment; the day of performance of services was completed; or the day of receipt of a correct invoice for goods, supplies, materials, equipment or services. The Vendor may charge a late fee (fee shall not be greater than that permitted under the Texas Prompt Payment Act) for payments not made in accordance with this prompt payment policy; however, the policy does not apply to payments made by the City in the event: (a) there is a bona fide dispute between the City and Vendor concerning the goods, supplies, materials, equipment delivered, or the services performed, that causes the payment to be late; (b) the terms of a federal agreement, grant, regulation or statute prevents the City from making a timely payment with Federal funds; (c) there is a bona fide dispute between the Vendor and a subcontractor and its suppliers concerning goods, supplies, material or equipment delivered, or the services performed, which caused the payment to be late; or (d) the invoice is not mailed to the City in strict accordance with instructions on the Purchase Order or Agreement, or other such contractual agreement.

4. RIGHT TO AUDIT:

The Vendor agrees that the representatives of the City shall have access to, and the rights to audit, examine, or reproduce, any and all records of the Vendor related to the performance under this Agreement. The Vendor shall retain all such records for a period of four (4) years after final payment on this Agreement or until all audit and litigation matters that the City has brought to the attention of the Vendor are resolved, whichever is longer. The Vendor agrees to refund to the City any overpayments disclosed by any such audit.

5. FIRM PRICING:

The price shall remain firm for the duration of the Purchase Order or Contract, or extension periods. No separate line item charges shall be permitted for either bidding or invoice purposes, which shall include equipment rental, demurrage, fuel surcharges, delivery charges, and cost associated with obtaining permits or any other extraneous charges. Vendor further certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

6. PRICE WARRANTY:

The Vendor warrants the prices quoted are not materially higher than the Vendors current prices on orders by others for like deliverables under similar terms of purchase. In addition to any other remedy available, the City may deduct from any amounts owed to the Vendor, or otherwise recover, any amounts paid for items materially in excess of the Vendor's current prices on orders by others for like deliverables under similar terms of purchase.

7. VENDOR OWING TAXES OR FEES TO THE CITY:

Payment will not be made to any person, firm or in arrears in taxes or fees to the City.

IV. TERMS, CONDITIONS AND ADDITIONAL REQUIREMENTS

A. VENDOR'S OBLIGATION:

Vendor shall fully and timely provide all deliverables described in Solicitation and in the Vendor's Offer in strict accordance with the terms, covenants and conditions of the Agreement and all applicable federal, state and local laws, rules and regulations.

B. DEFAULT:

Vendor shall be in default under the Agreement if the Vendor: (a) fails to fully, timely and faithfully perform any of its material obligations under the Agreement, (b) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (c) makes a material misrepresentation in Vendor's Offer, or in any report or deliverable required to be submitted by Vendor to the City.

C. ABANDONMENT OR DEFAULT:

A Vendor who abandons or defaults the work on the Agreement and causes the City to purchase the services elsewhere may be charged the difference in service if any and may not be considered in the re-advertisement of the service and may be rejected as an irresponsible bidder and not considered in future Solicitations for the same type of service unless the scope of work is significantly modified.

D. TERMINATION/CANCELLATION:

1. TERMINATION FOR CAUSE:

In the event of default by the Vendor, the City shall have the right to terminate the Agreement for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Vendor, within such ten (10) day period cures such default, or provides evidence sufficient to prove to the City's satisfaction that such default does not, in fact, exist. In addition to any other remedies available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses incurred by the City as a

result of the Vendor's default, including without limitation, cost of cover, reasonable attorneys' fees, court costs and prejudgment and post-judgment interest at the maximum lawful rate. Additionally, in the event of default by the Vendor, the City may remove the Vendor from the City's Vendor List and any Offer submitted by the Vendor may be disqualified for up to three (3) years. All rights and remedies under the Agreement are cumulative and not exclusive of any other right or remedy provided by law.

2. TERMINATION WITHOUT CAUSE:

The City shall have the right to terminate the Agreement, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Vendor shall promptly cease all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination. The City shall pay the Vendor, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

3. NON-APPROPRIATION:

The resulting Agreement is a commitment of the City's current revenues only. It is understood and agreed that the City shall have the right to terminate the Agreement at the end of any City fiscal year (September 30th) if the governing body of the City does not appropriate funds sufficient to purchase the estimated yearly quantities, as determined by the City's budget for the fiscal year in question. The City may effect such termination by giving the Vendor a written notice of termination at the end of its then current fiscal year.

4. CANCELLATION:

The City reserves the right to cancel the Agreement for default all or any part of the delivered portion of the deliverables if the Vendor breaches any term hereof including warranties, or becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any remedies which the City may have in law or in equity.

E. FRAUD:

Fraudulent statements by the Vendor on any Offer or in any report or deliverable required to be submitted by the Vendor to the City shall be grounds for termination of the Agreement for cause by the City and may result in legal action.

F. INDEMNITY:

VENDOR SHALL DEFEND (at the option of the City), INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LEGAL PROCEEDINGS, CAUSES OF ACTION, CLAIMS, DEMANDS, DAMAGES, JUDGMENTS, LOSSES, LIENS, COSTS, EXPENSES, ATTORNEYS' FEES AND ANY AND ALL OTHER COSTS, FEES AND/OR CLAIMS OF ANY KIND OR DESCRIPTION ARISING OUT OF, IN CONNECTION WITH OR RESULTING FROM THE AGREEMENT OR THE GOODS OR SERVICES PROVIDED UNDER THE AGREEMENT. THE VENDOR AND THE CITY ARE CONCURRENTLY NEGLIGENT, EACH PARTY'S LIABILITY SHALL BE LIMITED TO THAT PORTION OF NEGLIGENCE ATTRIBUTABLE TO IT AS DETERMINED UNDER THE APPLICABLE PROPORTIONATE RESPONSIBILITY RULES OF THE STATE OF TEXAS. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHOMAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

G. LIABILITY:

Any person, firm or corporation performing services pursuant to this Agreement or Purchase Order shall be liable for all damages incurred while in the performance of such services. Vendor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents and employees from all claims, demands and causes of action of any nature including the cost of defense thereof, for any injury to, including death of, any person whether that person be a third party, supplier or an employee of either of the parties hereto, and any loss of or damage to property, whether the same be that of either of the parties, caused by or alleged to have been caused by, arising out of or in connection with the issuance of the Agreement or Purchase Order to the Vendor and the negligence of the Vendor, whether or not said claims, demands and causes of action in whole or in part are covered by insurance. Certificates of insurance may be required for, but not limited to, Commercial General Liability, Business Auto Liability, Workers Compensation and Professional Liability Insurance.

H. INFRINGEMENT:

Vendor represents and warrants to the City that: (a) Vendor shall provide the City good and indefeasible title to the deliverables and (b) the deliverables supplied by the Vendor in accordance with the specifications of the Agreement shall not infringe, directly or contributory, any patent, trademark, copyright, trade secret or any other intellectual property right of any kind of any third party; that no claims have been made by an person or entity with respect to the ownership or operation of the deliverables and the Vendor does not know of any basis for any such claims. Vendor shall, at its sole expense, defend, indemnify and hold the City harmless from and against all liability, damages and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (a) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the deliverable infringes the intellectual property rights of any third party; or (b) Vendor's breach of any of the Vendor's representations or warranties stated in this Agreement. In the event of any such claim, the City shall have the right to monitor such claim or, at its option, engage its own separate counsel to act as co-counsel on the City's behalf. Further, Vendor agrees that the City's specifications regarding the deliverables shall in no way diminish Vendor's warranties or obligations under the Section, and the City makes no warranty that the products, development or delivery of such deliverables will not impact such warranties of Vendor.

I. DAMAGE TO CITY PROPERTY:

Vendor shall be responsible for any and all damage to the City's equipment and/or property, the workplace and its contents, by its work, negligence in work, its personnel and equipment. Vendor shall be responsible and liable for the safety, injury and health of its working personnel while its employees are performing service work.

J. OVERCHARGES:

Vendor hereby assigns to the City any and all claims for overcharges associated with this Agreement which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and/or which arise under the antitrust laws of the State of Texas, *Business and Commerce Code Ann.*, Section 15.01, et seq.

K. CONFIDENTIALITY:

In order to provide the deliverables to the City, Vendor may require access to certain of the City's and/or its licensors' confidential information (including, but not limited to, inventions, employee information, trade secrets, confidential know-how, confidential business information and other information which the City or its licensors consider confidential)(collectively, "Confidential Information"). Vendor acknowledges and agrees that the Confidential

Information is the valuable property of the City and/or its licensors, and any unauthorized use, disclosure, dissemination or other release of the Confidential Information will substantially injure the City and/or its licensors. The Vendor (including its employees, subcontractors, agents or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate or otherwise use the Confidential Information without the prior written consent of the City, or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or as a result of an order of any court or other governmental authority with proper jurisdiction, provided the Vendor promptly notifies the City prior to disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Vendor agrees to use protective measures no less stringent than the Vendor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

L. CODES, PERMITS, LICENSES:

Vendor shall comply with all federal, state and local standards, codes and ordinances and the terms and conditions of the services of the electric utility, as well as other authorities that have jurisdiction pertaining to equipment and materials used and their application. None of the terms or provisions of the specification shall be construed as waiving any rules, regulations or requirements of these authorities. Vendor shall be responsible for obtaining all necessary permits, certificates and/or licenses to fulfill contractual obligations to the City.

M. ADVERTISING/PUBLICITY:

Vendor shall not advertise or otherwise publicize, without the City's prior written consent, the fact that the City has entered into the Agreement, except to the extent required by applicable law.

N. INDEPENDENT CONTRACTOR:

The Agreement shall not be construed as creating an employer/employee relationship, a partnership or joint venture. The Vendor's services shall be those of an independent contractor. The Vendor agrees and understands that the Agreement does not grant any rights or privileges established for employees of the City. Vendor shall not be within protection or coverage of the City's Worker Compensation insurance, Health Insurance, Liability Insurance or any other insurance that the City, from time to time, may have in force.

O. LIENS:

Vendor shall defend, indemnify and hold the City harmless from and against any and all liens and encumbrances for all labor, goods and services provided under this Agreement. At the City's request, the Vendor or its subcontractors shall provide a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City. The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances.

P. ASSIGNMENT/DELEGATION:

The Agreement shall be binding upon and endure to the benefit of the City and the Vendor, and their respective successors and assignees, provided however, that no right or interest in the Agreement shall be assigned and no obligation shall be delegated by the Vendor without the prior written consent of the City. Any attempted assignment or delegation by the Vendor shall be void unless made in conformity with this Section. The Agreement is not intended to confer any rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Agreement.

Q. INTERPRETATION:

The Agreement is intended by both parties as the final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Agreement. Although the Agreement may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner fair to both parties, reading no provision more strictly against one party of the other. Whenever a term defined by the Uniform Commercial Code (the "UCC"), as enacted by the State of Texas, is used in the Agreement, the UCC definition shall control unless otherwise defined in the Agreement.

R. GOVERNING LAW AND VENUE:

This Agreement is made under and shall be governed by the laws of the State of Texas, including when applicable, the UCC as adopted in Texas, VTCA, *Business & Commerce Code*, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. This Agreement is fully performable in Leander, TX, and the venue for any action related to this Agreement shall be Leander, TX. All issues arising from this Agreement shall be resolved in the courts of Williamson County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or the ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein and does not waive the city's defense of sovereign immunity.

S. INTERLOCAL COOPERATIVE PURCHASING/PIGGYBACK CONTRACTS:

Other governmental entities may be extended the opportunity to purchase from Solicitations of the City, with the consent and agreement of the awarded Vendor(s) and the City. Such consent and agreement shall be conclusively inferred from lack of exception to this clause in Vendor's Response. However, all parties indicate their understanding and 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 arise out of such independently negotiated piggyback procurements.

T. SURVIVABILITY OF OBLIGATIONS:

All provisions of the Agreement that impose continuing obligations on the parties, including but not limited to the warranty, indemnity and confidentiality obligations of the parties, shall survive the expiration or termination of the Agreement.

U. CLAIMS:

If a claim, demand, suit or other action is asserted against the Vendor which arises under or concerns the Agreement, or which could have a material adverse effect on the Vendor's ability to perform thereunder, the Vendor shall give written notice to the City within ten (10) calendar days after receipt of notice by the Vendor. Such notice to the City shall state the date of notification of any such claim, demand, suit or other action; the names and address of the claimant(s); the basis thereof; and the name of each person against whom such claim is asserted. Such notice shall be delivered to the Purchasing Department as set forth below.

V. NOTICES:

Unless otherwise specified, all notices, requests or other communications required or appropriate to be given under the Agreement shall be in writing and deemed delivered three (3) business days after postmarked if sent by US Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, fax, or other commercially accepted means. Notices to the Vendor shall be sent to the address specified in the Vendor's Offer or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to: City of Leander, Purchasing Office, PO Box 319, Leander, Texas 78646 and marked to the attention of the Purchasing Agent.

W. GRATUITIES:

The City may, by written notice to the Vendor, cancel the Agreement without liability if it is determined by the City that gratuities were offered or given by the Vendor or any agent or representative of the Vendor to any officer or employee of the City with the intent of securing the Agreement or securing favorable treatment with respect to awarding or amending or the making of any determinations with respect to performing of the Agreement. In the event the Agreement is cancelled by the City pursuant to this Section, the City shall be entitled, in addition to any other rights and remedies, to recover the benefits or payments to the Vendor, as a result of the gratuities.

X. PERSONAL INTEREST PROHIBITED:

No officer, employee, independent consultant or elected official of the City who is involved in the development, evaluation or decision-making process of the performance of the any Solicitation shall have a financial interest, direct or indirect, in the resulting Agreement. Any willful violation of this Section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. In the event a member of the governing body or an appointed board or commission of the City belongs to a cooperative association, the City may purchase equipment or supplies for the association only if no member of the governing body, board or commission will receive pecuniary benefit from the purchase, other than as reflected as an increase in dividends distributed generally to members of the association. Any violation of this provision with the knowledge, expressed or implied, by the Vendor shall render the Agreement voidable by the City. Nevertheless, the City may obtain the equipment or service if a conflict of interest affidavit is filed and the Council member recuses his/herself.

Y. WAIVER:

No claim or right arising out of a breach of the Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Vendor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Agreement, or an express or implied acceptance of any other existing or future default(s), whether of similar or different character.

Z. DISPUTE RESOLUTION:

If either the Vendor or the City has a claim, dispute or other matter in question for breach of duty, obligations, services rendered or any warranty that arises under this Agreement, the parties shall first attempt to resolve the matter through this dispute resolution process. The disputing party shall notify the other party in writing as soon as practicable after discovering the claim, dispute or breach. The notice shall state the nature of the dispute and list the party's specific reasons for such dispute. Within ten (10) business days of receipt of the notice, both parties shall make a good faith effort, in person or through generally accepted means, to resolve any claim, dispute, breach or other matter in question that may arise out of, or in connection with, this Agreement. If the parties fail to resolve the dispute within sixty (60) days of the date of receipt of the notice of the dispute, then the parties may submit the matter to non-binding mediation upon written consent of authorized representatives of both parties in accordance with the Arbitration Rules of the American Arbitration Association or other applicable rules governing mediation then in effect. If the parties cannot resolve the dispute through mediation, then either party shall have the right to exercise any and all remedies available under law regarding the dispute.

AA. INVALIDITY:

The invalidity, illegality or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace the 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 the entire Agreement from being void should a provision which is the essence of the Agreement be determined to be void.

BB. RIGHT TO ASSURANCES:

In the event the City, in good faith, has reason to question the intent of the Vendor to perform, the City may demand written assurances of the intent to perform. In the event no written assurance is given within the time specified, the City may treat this failure as an anticipatory repudiation of the Agreement.

CC. ANTI-BOYCOTT VERIFICATION: To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, the Vendor represents that neither the Vendor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the 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

DD. IRAN, SUDAN, FOREIGN TERRORIST ORGANIZATIONS: To the extent this Agreement constitutes 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, the Vendor represents that the Vendor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Vendor is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

**PART V
PROPOSAL PREPARATION INSTRUCTIONS
AND EVALUATION FACTORS**

1. **PROPOSAL ACCEPTANCE PERIOD:** All proposals are valid for a period of one hundred and twenty (120) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal.

2. **PROPOSAL RESPONSE:** Responses shall be clear and concise while appropriately responding to the evaluation criteria listed below in Section 3.

- ☒ A statement of your compliance with all applicable rules and regulations of Federal, State and Local governing entities.
- ☒ List of Exceptions (if any)- Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal by the City. Exceptions to this solicitation if any, shall be submitted on a separate sheet labeled "Exceptions" with the Respondent's proposal.
- ☒ Acknowledge Addenda (if applicable)
- ☒ Attachment A- Reference Sheet
- ☒ Attachment B- Subcontractor Form (if applicable)
- ☒ Attachment C- Conflict-of-Interest Questionnaire
- ☒ Maintain a relationship with Ford, Chevrolet, Dodge, and/or other reputable brands. Attach documentation such as a letter from the manufacturer(s) you represent or a line card.

Company Information- which gives in brief, concise terms, a summation of the proposal. Include the following-

- ☒ **Business Organization:** State the full name and address of your organization and identify the parent company if you are a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate.
- ☒ **Project Management Structure:** Provide a general explanation and chart which specifies project leadership and reporting responsibilities; and interface the team with City project management and team personnel. If use of subcontractors is proposed, identify their placement in the primary management structure, and provide an internal management description for each subcontractor.
- ☒ **Authorized Negotiator:** Include the name, email address, and telephone number of the person(s) in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.
- ☒ Segment requirements listed below.

3. **EVALUATION CRITERIA:**

A. **Segment 1 – Respondent's Solution and Program**

- i. **Tab 1 - System Concept and Solution:** Define in detail your understanding of the requirement presented in the Scope of Work of this request for proposal and your system solution. Provide all details as required in the Scope of Work and any additional information you deem necessary to evaluate your proposal.
- ii. **Tab 2 - Program:** Describe your plan for meeting vehicle demand for municipalities and other governmental entities. Include such time-related displays, graphs, and charts as necessary to show tasks, sub-tasks, milestones, and decision points related to the Scope of Work and your plan for accomplishment. As part of your proposal, you must also indicate:
 - a. The steps you will take from notification by the City of a vehicle need through vehicle delivery.
 - b. Describe expediting and communication methods utilized when a vehicle is late from the Manufacturer. Make sure to include when you will contact the City's POC to convey these findings.

- c. Considering only governmental entities, provide the failure rate of governmental orders that cannot be completed/filled (for whatever reason).

B. Segment 2 – Company Work Experience and Personnel:

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

C. Segment 3 – Cost Proposal: Information described in the following subsections is required from each Proposer. Your method of costing may or may not be used but should be described. A firm fixed price or not-to-exceed Contract is contemplated.

- i. The City seeks to evaluate the value of a 5-year, 100,000-mile Power Train Warranty. Respondents shall provide alternate pricing, if necessary, to provide this warranty level.
- ii. Other itemized costs.
- iii. Unit pricing for goods shall include delivery costs, F.O.B. Destination.
- iv. Items listed in the bid table may be awarded to the responsive/responsible Offeror with the lowest cost and/or the best vehicle delivery timeline.
- v. Future orders may be based predominantly off of the percent off MSRP for a variety of appropriate vehicles and delivery timelines.
- vi. Respondent is not required to bid on all items.
- vii. Alternate equivalent makes and models will be considered.
- viii. For the purpose of cost evaluation, the City will accept offers on the specified new 2023, 2024, 2025 vehicles.
- ix. The City intends to award Items A-N for fiscal year 2024 based on lowest cost considering best lead time.

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

A. Evaluation Criteria:	Weights:
• Respondent's Solution and Program (Segment 1)	30 pts
• Company Work Experience and Personnel (Segment 2)	30 pts
• <u>Cost Proposal (Segment 3)</u>	<u>40 pts</u>
Maximum Weight:	100 pts

- B. An evaluation committee will be established to evaluate the proposal. The committee will include employees of the City and may include other impartial individuals who are not City employees. The evaluation committee will determine if discussions and/or Best and Final Offers (BAFO) are necessary. Award of a contract may be made without discussions or BAFO, if in the best interest of the City. The evaluation committee may determine that discussions are necessary to clarify or verify a written proposal response. The City may, at its discretion, elect to have respondents provide oral presentations of their proposal. The City reserves the right to rescore an offer based on provided discussions. A request for a BAFO is at the sole discretion of the City and will be requested in writing. The evaluation committee will evaluate the finalists and make a recommendation for award.
- C. The City reserves the right to reject any or all proposals submitted, or to award to the respondent who, in the City's opinion, offers the best value to the City. The City also reserves the right to cancel the RFP process and pursue alternate methods for providing the requirements.

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

5. AGREEMENT NEGOTIATIONS AND AWARD PROCESS:

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

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

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



**Sheriffs' Association of Texas
Vehicle Procurement Program
Bid 23-04-1011**

Government References

Dealership: The Sewell Family of Companies Inc

Reference 1:

- Agency/Company Name: City of Lubbock
- Contact: Breana Rodriguez
- Phone Number: 806-772-2374
- Email Address: breanarodriguez@mylubbock.us

Reference 2:

- Agency/Company Name: Bossier City
- Contact: Rodney Oar
- Phone Number: 318-741-8441
- Email Address: oarr@bossiercity.org

Reference 3:

- Agency/Company Name: City of Allen
- Contact: Kyle Taliaferro
- Phone Number: 214-578-5865
- Email Address: ktaliaferro@cityofallen.org

Reference 4:

- Agency/Company Name: Andrews County
- Contact: Carol White
- Phone Number: 432-524-1410
- Email Address: cwhite@co.andrews.tx.us

Reference 5:

- Agency/Company Name: City of Andrews
- Contact: Mike Aguero
- Phone Number: (432) 523-4820
- Email Address: _____

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

SOLICITATION NUMBER: _____

RESPONDENT'S NAME: _____ DATE: _____

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

NO

YES, I INTEND TO USE SUBCONTRACTORS ON THIS CONTRACT

YES

If yes complete the information below

1. Subcontractor Name _____
Name of Contact _____
E-Mail Address _____
Address _____
City, State, Zip Code _____
Telephone Number _____ Fax Number: _____
Describe work to be performed _____
Percentage of contract work to be performed _____ %

2. Subcontractor Name _____
Name of Contact _____
Title of Contact _____
E-Mail Address _____
Address _____
City, State, Zip Code _____
Telephone Number _____ Fax Number: _____
Describe work to be performed _____
Percentage of contract work to be performed _____ %

- Add additional pages as needed



MANUFACTURER'S CERTIFICATION

**Police Rated, Administrative, Utility
Vehicles, Trucks, and Vans**

Bid 23-04-1011

This is to certify that Sewell Ford is the manufacturer
(Vendor/Respondent's Name)
or a manufacturer's authorized dealer of Ford Motor Company
(Manufacturer/Brand Name)
in the State of Texas.

By:

Manufacturer Name: Ford Motor Company

Address: 1 American Road

City, State, Zip: Dearborn, MI 48126

Office Phone: _____ Mobile Phone: 214-497-0214

E-mail: stacy.padilla@ford.com

Signature: 

Title: Government Sales Manager

PLEASE NOTE: This certification form must be executed by an authorized employee of the manufacturer **ONLY**. Dealers/Representatives are not authorized to execute this certification form on behalf of the manufacturer. The manufacturer must execute this certification form even if they are offering their own products. Failure to submit this certification form with your response as required shall result in the disqualification of the response.

Certificate Of Completion

Envelope Id: 3BB33DFBD0DC45609184BEF87A399D0D

Subject: Here is your signed document: Man cert Form (002).pdf

Source Envelope:

Document Pages: 1

Signatures: 1

Certificate Pages: 1

Initials: 0

AutoNav: Disabled

Envelopeld Stamping: Disabled

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed

Envelope Originator:

Stacy Padilla

1 American Rd

Dearborn, MI 48126-2701

smerrill@ford.com

IP Address: 198.98.87.5

Record Tracking

Status: Original

10/10/2022 2:19:31 PM

Security Appliance Status: Connected

Holder: Stacy Padilla

smerrill@ford.com

Pool: Ford Security Pool-Active

Location: DocuSign

Signer Events

Stacy Padilla

smerrill@ford.com

Government Sales Manager

Ford Motor Company

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:

 EC487484C203408

Signature Adoption: Pre-selected Style

Using IP Address: 198.98.87.5

Timestamp

Sent: 10/10/2022 2:20:52 PM

Viewed: 10/10/2022 2:22:01 PM

Signed: 10/10/2022 2:22:59 PM

Freeform Signing

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

abel.cantu@teamsewell.com

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

COPIED

Sent: 10/10/2022 2:23:00 PM

Viewed: 10/21/2022 11:23:23 AM

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

10/10/2022 2:20:52 PM

Certified Delivered

Security Checked

10/10/2022 2:22:01 PM

Signing Complete

Security Checked

10/10/2022 2:22:59 PM

Completed

Security Checked

10/10/2022 2:23:00 PM

Payment Events**Status****Timestamps**

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

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

7
Abel Cantu

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

Item Number	Item Name	Quantity	Require Vehicle Make/Model	Lead Time in Days
No Basket (12)				
#0-1	Item A (based on Att	1	2024 Chev 1500 crev	15
#0-4	Item D (based on Att	1	2023 Ford Explorer 4	15
#0-5	Item E (based on Att	1	GMC 1500 Can't get	15
#0-6	Item F (based on Att	1	GMC 1500 Can't ge	15
#0-7	Item G (based on Att	1	GMC 2500 with Knap	30
#0-8	Item H (based on Att	1	2023 Ford Explorer 4	15
#0-9	Item I (based on Att	1	Ford F150 Crew Cab	30
#0-10	Item J (based on Att	1	2023 F150 Reg Cab 4	30
#0-11	Item K (based on Att	1	2023 F150 Crew Cab	15
#0-12	Item L (based on Att	1	2023 Ford F150 Crev	15
#0-13	Item M (based on At	1	2023 Ford F150 Crev	15
#0-14	Item N (based on Att	1	2024 Chevrolet Crew	15

Unit Price

54500

52300

37000

37000

68000

61000

55575

38750

53250

53250

53250

52750



EXECUTIVE SUMMARY
7/9/2024

AGENDA SUBJECT:

Acceptance of public improvements for RM 2243 at Horizon Park Boulevard traffic signal including the following public improvement categories: streets, signals, erosion and sedimentation controls, and drainage.

BACKGROUND:

The public infrastructure improvements required for RM 2243 at Horizon Park Boulevard Traffic Signal 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 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 July 9, 2024, which will provide warranty and maintenance coverage for public infrastructure improvements through July 9, 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 RM 2243 at Horizon Park Boulevard Traffic Signal public infrastructure improvements.

PRESENTER:

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

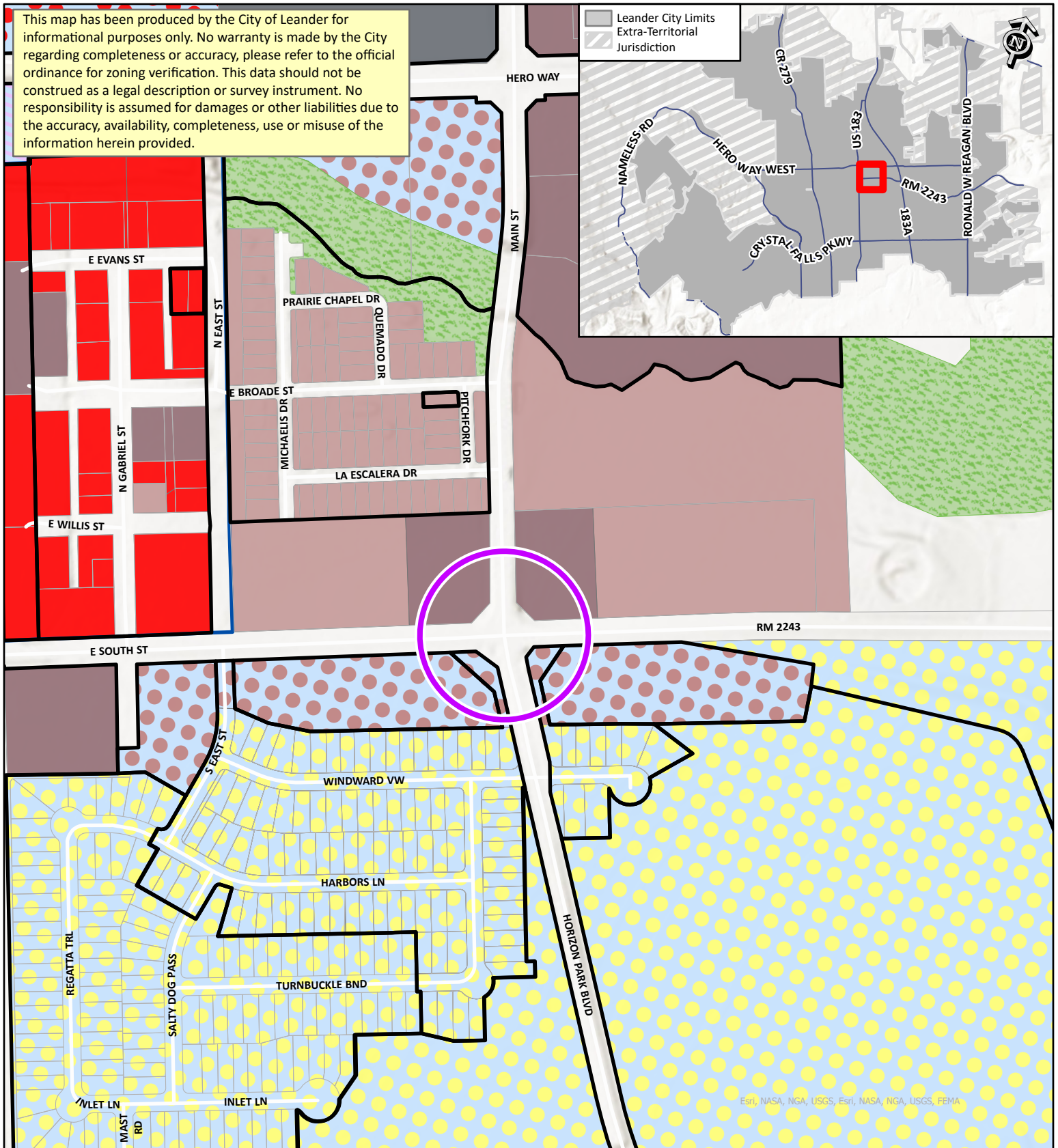
Fiscal Impact

Attachments:

1. Acceptance Documents

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

Leander City Limits
Extra-Territorial
Jurisdiction

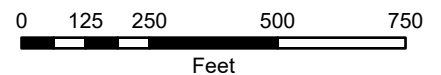
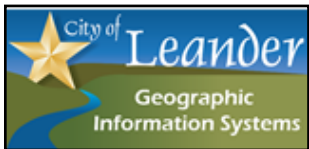


SUBDIVISION ACCEPTANCE

RM 2243 at Horizon Park Boulevard - 20-PICP-031

- Accepted Subdivision
- Original Town of Leander
- RETAIL / COMMERCIAL
- GC - General Commercial
- PUD LAND USE
- PUD - Single-Family
- PUD - Local Commercial
- PUD - General Commercial
- WCAD

- SECTORS
- OS - Open Space
- S2 - Station Sector
- TRANSECTS
- T4 - Genral Urban
- T5 - Urban Center
- T6 - Urban Core



Engineer's Concurrence for Project Acceptance

Project: RM 2243 at Horizon Park Blvd Traffic Signal **Date:** 1/18/2024

City of Leander Issued Permit Number: 20-PICP-031

Owner's Name & Address

Taylor Morrison of Texas, Inc.
801 Hesters Crossing Road, Suite 235
Round Rock, TX 78681

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

Grant Wuebben, P.E.

Typed Name

Pape-Dawson Consulting Engineers, LLC.

Engineering Firm Name

470

Registered Engineering Firm Number



Jake Styslinger
Pape-Dawson Engineers
10801 North Mopac Expressway
Building 3, Suite 200
Austin, TX 78759

June 11, 2024

RM 2243 At Horizon Park Boulevard
Leander, TX 78641

Dear Jake Styslinger,

I am writing in response to the Site Accessibility Inspection Report dated March 10, 2024, concerning the traffic signals located at the corner of RM 2243 and Horizon Park Boulevard in Leander, TX. This report identifies several violations of the Public Right-of-Way Accessibility Guidelines (PROWAG).

Per our conversations, it has come to my attention that some of the identified issues cannot be corrected due to existing site constraints. Below is a synopsis of each condition from multiple emails you provided.

Violation 2: NE Corner at FM 2243 – Push Button is located 13 feet from edge of curb

- *There is an existing waterline located adjacent to the sidewalk*
- *10' from edge of curb is located on top of AT&T manhole*
- *The original survey for the project identified an underground communication line running to the AT&T manhole parallel to the present edge of sidewalk, thus preventing placement of pedestal in front of manhole nearer edge of curb*
- *This pedestal was unable to be relocated due to AT&T Box in front of pedestal currently and existing telecommunication lines.*

Violation 3: NE Corner crossing at Main Street – Push Button is located 24 feet from edge of curb

- *10' from edge of curb is located on top of existing storm drain pipe*
- *There is an existing electric line between current push button location and edge of curb*

- *The traffic signal electric is located between current push button location and edge of curb*
- *This pedestal was moved as close to curb line as feasible given existing constraints.*

Violation 5: SW Corner crossing at Main Street – Push Button is located 17 feet from edge of curb

- *10' from edge of curb is located on top of 5' x 5' storm junction box*
- *There is approximately 2.5' from outer edge of storm junction box to sidewalk curb*
- *With some separation needed from storm junction box for placement of pedestal for push button there doesn't appear to be sufficient space to relocate without there being a conflict with push button on top of junction box or being within existing pavement*
- *This pedestal was unable to be relocated due to existing storm manhole and proximity to intersection.*

PROWAG Chapter 2, Section R202.3, address situations where existing physical constraints make it technically infeasible to comply with accessibility requirements. This section mandates that compliance be achieved to the maximum extent feasible.

PROWAG

R202.3 Existing Physical Constraints

In alterations, where existing physical constraints make compliance with applicable requirements technically infeasible, compliance with these requirements is required to the maximum extent feasible. Existing physical constraints include, but are not limited to, underlying terrain, underground structures, adjacent developed facilities, drainage, or the presence of a significant natural or historic feature.

Although these conditions constitute violations under PROWAG, Section R202.3 allows the owner to accept these violations if they believe compliance has been achieved to the maximum extent feasible given the constraints. If any complaints arise, it will be the responsibility of the owner to demonstrate that these constraints prevent full compliance. As these items remain violations, I cannot provide approval. Furthermore, I cannot verify the validity of the cited constraints as I do not have the detailed knowledge or evidence regarding these site-specific conditions. However, the owner may opt to utilize this provision if deemed appropriate.

Below are definitions from other standards that further clarify "Maximum Extent Feasible" and "Technically Infeasible." Although these definitions are not explicitly provided in PROWAG, they are relevant for understanding and applying the guidelines.

2012 Texas Accessibility Standards (TAS)

106.5.37 Maximum Extent Feasible. *Applies to the occasional case where the nature of an existing facility makes it virtually impossible to comply fully with applicable accessibility standards through a planned alteration. In these circumstances, the alteration shall provide the maximum physical accessibility feasible. Any altered features of the facility that can be made accessible shall be made accessible. If providing accessibility in conformance with this section to individuals with certain disabilities (e.g., those who use wheelchairs) would not be feasible, the facility shall be made accessible to persons with other types of disabilities (e.g., those who use crutches, those who have impaired vision or hearing, or those who have other impairments).*

2010 ADA Accessibility Guidelines (ADAAG)

106.5 Defined Terms

Technically Infeasible

With respect to an alteration of a building or a facility, something that has little likelihood of being accomplished because existing structural conditions would require removing or altering a load-bearing member that is an essential part of the structural frame; or because other existing physical or site constraints prohibit modification or addition of elements, spaces, or features that are in full and strict compliance with the minimum requirements.

Please review the information provided and let me know if you have any questions. Do not hesitate to reach out if I can be of any further assistance.

Sincerely,

A handwritten signature in black ink, appearing to read 'Clint Ryan', with a stylized flourish at the end.

Clint Ryan, RAS #1333

**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
(\$ 42,139.46) 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 at Horizon Park Boulevard Public Improvement
Construction Plans (20-PICP-031) (the Street, Signal, 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: 
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.

General
Power
of Attorney

POWER NO. 4220012 14

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)

June 13, 2024

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

RE: RM 2243 at Horizon Park Boulevard
App. No.: 20-PICP-031
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 at Horizon Park Boulevard

Name on Bank Bond for Fiscal Posting: RM 2243 at Horizon Park Boulevard Public Improvement Construction Plans (20-PICP-031).

CONSTRUCTION COST SUMMARY FOR MAINTENANCE BOND

Street Improvements:	\$	37,618.84
Signal Improvements:	\$	378,489.75
Erosion and Sedimentation Control Improvements:	\$	690.00
Drainage Improvements:	\$	4,596.00
TOTAL	\$	421,394.59

MAINTENANCE BOND

Total Improvements:	\$	421,394.59
Maintenance Bond (10%)	\$	42,139.46

CONSTRUCTION COST SUMMARY FOR INSPECTION FEE

Street Improvements:	\$	40,730.84
Signal Improvements:	\$	378,489.75
Erosion and Sedimentation Control Improvements:	\$	1,080.00
Drainage Improvements:	\$	6,896.00
TOTAL	\$	427,196.59

INSPECTION FEES

Total Cost of RM 2243 Turn Lanes Improvements	\$	427,196.59
3.5% Inspection Fees Owed to City for RM 2243 Turn Lanes	\$	14,951.88
Inspection Fees Paid at Submittal for RM 2243 Turn Lanes	\$	12,661.39
Inspection Fees Owed to City with RM 2243 Turn Lanes Closeout	\$	2,290.49

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\510\95\05\301 Construction Documents\Documents\Plan Processing\City\Closeout\Maintenance Bond\240613 Horizon Lake
Signal - Development Cost Letter.docx

APPLICATION AND CERTIFICATE FOR PAYMENT / JL Gray Construction

Page | 1

TO OWNER:		PROJECT:	APPLICATION NO:	4	Distribution
Taylor Morrison of Texas, Inc.		Horizon Lake Ph1 Sec 2			\$ 75,846.63
810 Hesters Crossing Rd		SIGNAL			\$ 7,584.65
STE 235			PERIOD TO:	8/25/2023	\$ 68,261.98
Round Rock, TX 78681					
FROM CONTRACTOR:		ENGINEER	JL GRAY CONSTRUCTION		
JL Gray Construction Inc		Pape-Dawson Engineers, Inc.	INVOICE NO.	2054-C4	
P.O. Box 508		10801 N Mopac Expy.,			
Georgetown, TX 78627		Austin, TX 78759	CONTRACT DATE:		

CHANGE ORDER SUMMARY		
Change orders approved in Previous months by Owner	ADDITIONS	DEDUCTIONS
TOTAL	19,330.00	0.00
Approved this Month	0.00	0.00
TOTALS	19,330.00	0.00
Net changes by Change Orders	19,330.00	

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 current payment shown herein is now due.

CONTRACTOR: JL GRAY CONSTRUCTION, INC.

BY: _____

Date: 08/25/23

OWNER: Taylor Morrison of Texas, Inc.

BY: _____

Date: _____

ENGINEER CERTIFICATE FOR PAYMENT

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 CERTIFIED.

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	407,866.59
2. Net change by Change Orders	\$	19,330.00
3. CONTRACT SUM TO DATE	\$	427,196.59
4. TOTAL COMPLETED & STORED TO DATE	\$	427,196.59
(Column G on J703)		
5. Retainage:		
a. 10 % of Cpt Work	\$ 42,719.66	
(Column D + E on G703)		
b. % of Stored Mtl	\$	
(Column F on G703)		
Total Retainage (Line 5a + 5b or		
(Total column 1 of J703)	\$	42,719.66
6. TOTAL EARNED LESS RETAINAGE	\$	384,476.93
(Line 4 less 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR		
PAYMENT (Line 6 from prior Certificates)	\$	316,214.95
8. CURRENT PAYMENT DUE	\$	68,261.98
9. BALANCE TO FINISH, PLUS RETAINAGE	\$	42,719.66
(Line 3 less Line 6)		

State of: Texas County of: Williamson
Subscribed and sworn to before me this 25 day of August 2023
Notary Public: [Signature]

My Commission expires: 02-22-27

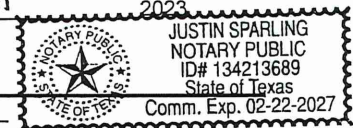
AMOUNT CERTIFIED.....\$

(Attach explanation if amount certified differs from the amount applied for.)

ENGINEER

By: [Signature]

Date: 8/25/23



This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under the Contract.

JL GRAY CONSTRUCTION MONTHLY PROGRESS PAYMENT

NOTE: INSPECTION FEES BASED OFF TOTAL CONTRACT COST

CONTRACT:

Horizon Lake Ph1 Sec 2

CONTRACTOR:

JL GRAY CONSTRUCTION, INC
PO BOX 508
GEORGETOWN, TX 78627

PROGRESS PAYMENT NO: 4
PROGRESS PAYMENT PERIOD: 8/25/2023

ITEM No.	DESCRIPTION	QTY	UNIT	UNIT PRICE	CONTRACT AMOUNT	PREVIOUS QTY.	QTY THIS EST	QTY To DATE	COST To DATE	PREVIOUS COST	COST THIS ESTIMATE	%
SIGNAL DEMO ITEMS												
1	Removing Concrete (RipRap)	6	SY	60.00	360.00	6	0	6	360.00	360.00	0.00	100
2	Removing Concrete (Sidewalk or Ramp)	30	SY	32.00	960.00	30	0	30	960.00	960.00	0.00	100
3	Remove STR (SET)	1	EA	1300.00	1,300.00	1	0	1	1,300.00	1,300.00	0.00	100
4	Remove STR (Pipe)	20	LF	32.00	640.00	20	0	20	640.00	640.00	0.00	100
5	Remove Rock Filter Dams	30	LF	13.00	390.00	30	0	30	390.00	390.00	0.00	100
6	Remove Small Road Sign	2	EA	250.00	500.00	2	0	2	500.00	500.00	0.00	100
7	Remove Pavement Markings (4")	126	LF	4.00	504.00	0	126	126	504.00	0.00	504.00	100
8	Remove Pavement Markings (8")	36	LF	8.00	288.00	0	36	36	288.00	0.00	288.00	100
9	Remove Pavement Markings (24")	43	LF	20.00	860.00	0	43	43	860.00	0.00	860.00	100
					5,802.00				5,802.00	4,150.00	1,652.00	100
SIGNAL STREET IMPR												
10	Excavation (Channel)	2.3	CY	225.00	517.50	2.3	0	2.3	517.50	517.50	0.00	100
11	Embankment (Type B)	17.5	CY	20.00	350.00	17.5	0	17.5	350.00	350.00	0.00	100
12	Block Sodding	150	SY	4.50	675.00	150	0	150	675.00	675.00	0.00	100
13	Vegetative Watering	0.42	MG	27.00	11.34	0.21	0.21	0.42	11.34	5.67	5.67	100
14	CMP (GAL STL 24")	8	LF	212.00	1,696.00	8	0	8	1,696.00	1,696.00	0.00	100
15	SET (Type II) (24") (CMP) (6:1) (P)	1	EA	2900.00	2,900.00	0	1	1	2,900.00	0.00	2,900.00	100
16	Mobilization	1	LS	17000.00	17,000.00	0.75	0.25	1	17,000.00	12,750.00	4,250.00	100
17	Barricades, Signs and Traffic Handling	3	MO	2100.00	6,300.00	0	3	3	6,300.00	0.00	6,300.00	100
18	Install Rock Filter Dams (Type 1)	30	LF	23.00	690.00	0	30	30	690.00	0.00	690.00	100
19	Install Concrete Sidewalk (4")	19	SY	70.00	1,330.00	0	19	19	1,330.00	0.00	1,330.00	100
20	Install Curb Ramps (Type 5)	1	EA	2200.00	2,200.00	0	1	1	2,200.00	0.00	2,200.00	100
21	Install Curb Ramps (Type 7)	4	EA	1300.00	5,200.00	0	4	4	5,200.00	0.00	5,200.00	100
22	Install Reflective Pavement Markings Type 1 (White 6" Dot) (	70	LF	2.00	140.00	0	70	70	140.00	0.00	140.00	100
23	Install Reflective Pavement Markings Type 1 (White 12" Solid	344	LF	6.00	2,064.00	0	344	344	2,064.00	0.00	2,064.00	100
24	Install Reflective Pavement Markings Type 1 (White 24" Solid	83	LF	12.00	996.00	0	83	83	996.00	0.00	996.00	100
25	Pavement Surface Prep for Markings (6")	70	LF	1.00	70.00	0	70	70	70.00	0.00	70.00	100
26	Pavement Surface Prep for	344	LF	1.50	516.00	0	344	344	516.00	0.00	516.00	100

DRAINAGE

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	CONTRACT AMOUNT	PREVIOUS QTY.	QTY THIS EST	QTY TO DATE	COST TO DATE	PREVIOUS COST	COST THIS ESTIMATE	%
	Markings (12")											
27	Pavement Surface Prep for Markings (24")	83	LF	3.00	249.00	0	83	83	249.00	0.00	249.00	100
					42,904.84				42,904.84	15,994.17	26,910.67	100

SIGNAL IMPROVEMENTS

28	Drill Shaft (24")	48	LF	285.00	13,680.00	48	0	48	13,680.00	13,680.00	0.00	100
29	Drill Shaft (36")	52	LF	445.00	23,140.00	52	0	52	23,140.00	23,140.00	0.00	100
30	PVC Sch 80 Conduit (2")	350	LF	16.00	5,600.00	350	0	350	5,600.00	5,600.00	0.00	100
31	PVC Sch 80 Conduit (2" Bore)	505	LF	33.00	16,665.00	505	0	505	16,665.00	16,665.00	0.00	100
32	PVC Sch 80 Conduit (3")	400	LF	19.00	7,600.00	400	0	400	7,600.00	7,600.00	0.00	100
33	PVC Sch 80 Conduit (3" Bore)	1,005	LF	43.00	43,215.00	1,005	0	1,005	43,215.00	43,215.00	0.00	100
34	Electrical Conductor (No. 8 Bare)	2,525	LF	1.50	3,787.50	2,146.25	378.75	2,525	3,787.50	3,219.38	568.12	100
35	Electrical Conductor (No. 8 Insulated)	1,700	LF	1.50	2,550.00	1,445	255	1,700	2,550.00	2,167.50	382.50	100
36	Electrical Conductor (No. 6 Bare)	25	LF	2.00	50.00	21.25	3.75	25	50.00	42.50	7.50	100
37	Electrical Conductor (No. 6 Insulated)	45	LF	2.25	101.25	38.25	6.75	45	101.25	86.06	15.19	100
38	Ground Box Type D (162922) With Apron	4	EA	1450.00	5,800.00	3.4	0.6	4	5,800.00	4,930.00	870.00	100
39	Electric Service Type D 120/240 060 (NS) AL (E) SP (O)	1	EA	6900.00	6,900.00	0.5	0.5	1	6,900.00	3,450.00	3,450.00	100
40	Install Highway Traffic Signal (System)	1	EA	58000.00	58,000.00	0.85	0.15	1	58,000.00	49,300.00	8,700.00	100
41	Vehicle Signal Section (12" LED) (Green)	8	EA	350.00	2,800.00	6.8	1.2	8	2,800.00	2,380.00	420.00	100
42	Vehicle Signal Section (12" LED) (Green Arrow)	4	EA	350.00	1,400.00	3.4	0.6	4	1,400.00	1,190.00	210.00	100
43	Vehicle Signal Section (12" LED) (Yellow)	8	EA	350.00	2,800.00	6.8	1.2	8	2,800.00	2,380.00	420.00	100
44	Vehicle Signal Section (12" LED) (Yellow Arrow)	8	EA	350.00	2,800.00	6.8	1.2	8	2,800.00	2,380.00	420.00	100
45	Vehicle Signal Section (12" LED) (Red)	8	EA	350.00	2,800.00	6.8	1.2	8	2,800.00	2,380.00	420.00	100
46	Vehicle Signal Section (12" LED) (Red Arrow)	4	EA	350.00	1,400.00	3.4	0.6	4	1,400.00	1,190.00	210.00	100
47	Pedestrian Signal Section (LED) (Countdown)	8	EA	1100.00	8,800.00	0	8	8	8,800.00	0.00	8,800.00	100
48	Back Plate (12") (3-Section Head)	8	EA	129.00	1,032.00	6.8	1.2	8	1,032.00	877.20	154.80	100
49	Back Plate (12") (4-Section Head)	4	EA	141.00	564.00	3.4	0.6	4	564.00	479.40	84.60	100
50	Traffic Signal Cable (Type A) (14 AWG) (2 Conductor)	1,360	LF	1.75	2,380.00	1,156	204	1,360	2,380.00	2,023.00	357.00	100
51	Traffic Signal Cable (Type A) (14 AWG) (5 Conductor)	1,405	LF	2.00	2,810.00	1,194.25	210.75	1,405	2,810.00	2,388.50	421.50	100
52	Traffic Signal Cable (Type A) (14 AWG) (7 Conductor)	2,100	LF	2.25	4,725.00	1,785	315	2,100	4,725.00	4,016.25	708.75	100
53	Install Traffic Signal Pole	1	EA	11500.00	11,500.00	0.85	0.15	1	11,500.00	9,775.00	1,725.00	100

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	CONTRACT AMOUNT	PREVIOUS QTY.	QTY THIS EST	QTY TO DATE	COST TO DATE	PREVIOUS COST	COST THIS ESTIMATE	%
	Mast Arm (S) (44') With Luminair											
54	Install Traffic Signal Pole Mast Arm (S) (48') With Luminair	3	EA	12000.00	36,000.00	2.55	0.45	3	36,000.00	30,600.00	5,400.00	100
55	Pedestrian Pole Assembly	8	EA	2500.00	20,000.00	6.8	1.2	8	20,000.00	17,000.00	3,000.00	100
56	Pedestrian Detection Push Button (APS)	8	EA	1700.00	13,600.00	6.8	1.2	8	13,600.00	11,560.00	2,040.00	100
57	ITS Communication Cable (Ethernet)	60	LF	6.00	360.00	51	9	60	360.00	306.00	54.00	100
58	BBU System (External Battery Cabinet)	1	EA	8900.00	8,900.00	0.85	0.15	1	8,900.00	7,565.00	1,335.00	100
59	RVDS (Presence Detection Only)	4	EA	7100.00	28,400.00	3.4	0.6	4	28,400.00	24,140.00	4,260.00	100
60	RVDS (Advance Detection Only)	2	EA	7600.00	15,200.00	1.7	0.3	2	15,200.00	12,920.00	2,280.00	100
61	Install Cellular Modem	1	EA	3800.00	3,800.00	0.85	0.15	1	3,800.00	3,230.00	570.00	100
					359,159.75				359,159.75	311,875.79	47,283.96	100

Change Order 1

62	CO1 Traffic Signal Improvements	1	LS	19330.00	19,330.00	1	0	1	19,330.00	19,330.00	0.00	100
					19,330.00				19,330.00	19,330.00	0.00	100

TOTAL CONTRACT					427,196.59				427,196.59	351,349.96	75,846.63	100
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TOTAL COMPLETED TO DATE	427,196.59
TOTAL COMPLETED / STORED TO DATE	427,196.59
RETAINAGE HELD	42,719.66
TOTAL COMPLETED LESS RETAINAGE	384,476.93
LESS PREVIOUS BILLINGS	316,214.95
CURRENT PAYMENT DUE	68,261.98

ORIGINAL CONTRACT	407,866.59
CONTRACT CHANGES	19,330.00
TOTAL CONTRACT WITH CHANGES	427,196.59
WORK COMPLETED TO DATE	427,196.59

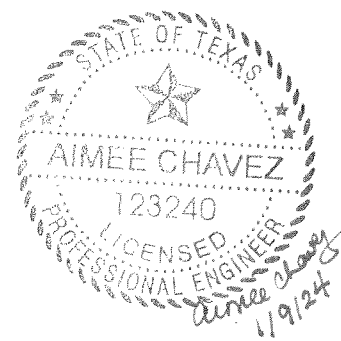
FINAL COSTS & QUANTITIES

Project: RM 2243 at Horizon Park Boulevard (20-PICP-031)
 Project No: 51095-05
 Prepared By: Pope-Dawson Engineers, Inc.
 Firm No: 470

Client: Pulte Group, Inc.
 Date: January 9, 2024

RM 2243 at Horizon Park Boulevard (20-PICP-031) SIGNAL 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	Removing Concrete (Sidewalk or Ramp)*	30	SY	\$ 32.00	\$ 960.00	30	\$ 960.00	\$ -	100%
2	Remove Small Road Sign*	2	EA	\$ 260.00	\$ 500.00	2	\$ 500.00	\$ -	100%
3	Remove Pavement Markings (4")*	126	LF	\$ 4.00	\$ 504.00	126	\$ 504.00	\$ -	100%
4	Remove Pavement Markings (8")*	36	LF	\$ 8.00	\$ 288.00	36	\$ 288.00	\$ -	100%
5	Remove Pavement Markings (24")*	43	LF	\$ 20.00	\$ 860.00	43	\$ 860.00	\$ -	100%
6	Excavation (Channel)	2	CY	\$ 225.00	\$ 517.50	2	\$ 517.50	\$ -	100%
7	Embankment (Type B)	18	CY	\$ 20.00	\$ 360.00	18	\$ 360.00	\$ -	100%
8	Block Sodding	150	SY	\$ 4.50	\$ 675.00	150	\$ 675.00	\$ -	100%
9	Vegetative Watering	0.42	MG	\$ 27.00	\$ 11.34	0	\$ -	\$ 11.34	100%
10	Mobilization	1	LS	\$ 17,000.00	\$ 17,000.00	1	\$ 17,000.00	\$ -	100%
11	Barriacades, Signs, and Traffic Handling	3	MO	\$ 2,100.00	\$ 6,300.00	3	\$ 6,300.00	\$ -	100%
12	Install Concrete Sidewalk (4")	19	SY	\$ 70.00	\$ 1,330.00	19	\$ 1,330.00	\$ -	100%
13	Install Curb Ramps (Type 5)	1	EA	\$ 2,200.00	\$ 2,200.00	1	\$ 2,200.00	\$ -	100%
14	Install Curb Ramps (Type 7)	4	EA	\$ 1,300.00	\$ 5,200.00	4	\$ 5,200.00	\$ -	100%
15	Install Reflective Pavement Markings Type 1 (White 6" Dot)	70	LF	\$ 2.00	\$ 140.00	70	\$ 140.00	\$ -	100%
16	Install Reflective Pavement Markings Type 1 (White 12" Solid)	344	LF	\$ 6.00	\$ 2,064.00	344	\$ 2,064.00	\$ -	100%
17	Install Reflective Pavement Markings Type 1 (White 24" Solid)	83	LF	\$ 12.00	\$ 996.00	83	\$ 996.00	\$ -	100%
18	Pavement Surface Prep for Markings (6")	70	LF	\$ 1.00	\$ 70.00	70	\$ 70.00	\$ -	100%
19	Pavement Surface Prep for Markings (12")	344	LF	\$ 1.50	\$ 516.00	344	\$ 516.00	\$ -	100%
20	Pavement Surface Prep for Markings (24")	83	LF	\$ 3.00	\$ 249.00	83	\$ 249.00	\$ -	100%
STREET SUBTOTAL					\$ 40,730.84		\$ 40,730.84		100%
ESC Improvements									
1	Remove Rock Filler Dams*	30	LF	\$ 13.00	\$ 390.00	30	\$ 390.00	\$ -	100%
2	Install Rock Filler Dams (Type 1)	30	LF	\$ 23.00	\$ 690.00	30	\$ 690.00	\$ -	100%
ESC SUBTOTAL					\$ 1,080.00		\$ 1,080.00		100%



Item No.	Description	Overall Quantity	Unit	Unit Cost	Overall Item Total	QTY TO DATE	Cost to Date	Cost Remaining	Overall % Complete
Signal Improvements									
1	Drill Shaft (24")	48	LF	\$ 285.00	\$ 13,680.00	48	\$ 13,680.00	\$ -	100%
2	Drill Shaft (36")	52	LF	\$ 445.00	\$ 23,140.00	52	\$ 23,140.00	\$ -	100%
3	PVC Sch 80 Conduit (2")	350	LF	\$ 16.00	\$ 5,600.00	350	\$ 5,600.00	\$ -	100%
4	PVC Sch 80 Conduit (2" Bore)	505	LF	\$ 33.00	\$ 16,665.00	505	\$ 16,665.00	\$ -	100%
5	PVC Sch 80 Conduit (3")	400	LF	\$ 19.00	\$ 7,600.00	400	\$ 7,600.00	\$ -	100%
6	PVC Sch 80 Conduit (3" Bore)	1,005	LF	\$ 43.00	\$ 43,215.00	1,005	\$ 43,215.00	\$ -	100%
7	Electrical Conductor (No. 8 Bare)	2,525	LF	\$ 1.50	\$ 3,787.50	2,525	\$ 3,787.50	\$ -	100%
8	Electrical Conductor (No. 8 Insulated)	1,700	LF	\$ 1.50	\$ 2,550.00	1,700	\$ 2,550.00	\$ -	100%
9	Electrical Conductor (No. 6 Bare)	25	LF	\$ 2.00	\$ 50.00	25	\$ 50.00	\$ -	100%
10	Electrical Conductor (No. 6 Insulated)	45	LF	\$ 2.25	\$ 101.25	45	\$ 101.25	\$ -	100%
11	Ground Box Type D (162922) With Apron	4	EA	\$ 1,450.00	\$ 5,800.00	4	\$ 5,800.00	\$ -	100%
12	Electric Service Type D 120/240 060 (NS) AL (E) SP (O)	1	EA	\$ 6,900.00	\$ 6,900.00	1	\$ 6,900.00	\$ -	100%
13	Install Highway Traffic Signal (System)	1	EA	\$ 58,000.00	\$ 58,000.00	1	\$ 58,000.00	\$ -	100%
14	Vehicle Signal Section (12" LED) (Green)	8	EA	\$ 350.00	\$ 2,800.00	8	\$ 2,800.00	\$ -	100%
15	Vehicle Signal Section (12" LED) (Green Arrow)	4	EA	\$ 350.00	\$ 1,400.00	4	\$ 1,400.00	\$ -	100%
16	Vehicle Signal Section (12" LED) (Yellow)	8	EA	\$ 350.00	\$ 2,800.00	8	\$ 2,800.00	\$ -	100%
17	Vehicle Signal Section (12" LED) (Yellow Arrow)	8	EA	\$ 350.00	\$ 2,800.00	8	\$ 2,800.00	\$ -	100%
18	Vehicle Signal Section (12" LED) (Red)	8	EA	\$ 350.00	\$ 2,800.00	8	\$ 2,800.00	\$ -	100%
19	Vehicle Signal Section (12" LED) (Red Arrow)	4	EA	\$ 350.00	\$ 1,400.00	4	\$ 1,400.00	\$ -	100%
20	Pedestrian Signal Section (LED) (Countdown)	8	EA	\$ 1,100.00	\$ 8,800.00	8	\$ 8,800.00	\$ -	100%
21	Back Plate (12") (3-Section Head)	8	EA	\$ 129.00	\$ 1,032.00	8	\$ 1,032.00	\$ -	100%
22	Back Plate (12") (4-Section Head)	4	EA	\$ 141.00	\$ 564.00	4	\$ 564.00	\$ -	100%
23	Traffic Signal Cable (Type A) (14 AWG) (2 Conductor)	1,360	LF	\$ 1.75	\$ 2,380.00	1,360	\$ 2,380.00	\$ -	100%
24	Traffic Signal Cable (Type A) (14 AWG) (5 Conductor)	1,405	LF	\$ 2.00	\$ 2,810.00	1,405	\$ 2,810.00	\$ -	100%
25	Traffic Signal Cable (Type A) (14 AWG) (7 Conductor)	2,100	LF	\$ 2.25	\$ 4,725.00	2,100	\$ 4,725.00	\$ -	100%
26	Install Traffic Signal Pole Mast Arm (S) (44') With Luminaire	1	EA	\$ 11,500.00	\$ 11,500.00	1	\$ 11,500.00	\$ -	100%
27	Install Traffic Signal Pole Mast Arm (S) (48') With Luminaire	3	EA	\$ 12,000.00	\$ 36,000.00	3	\$ 36,000.00	\$ -	100%
28	Pedestrian Pole Assembly	8	EA	\$ 2,500.00	\$ 20,000.00	8	\$ 20,000.00	\$ -	100%
29	Pedestrian Detection Push Button (APS)	8	EA	\$ 1,700.00	\$ 13,600.00	8	\$ 13,600.00	\$ -	100%
30	ITS Communication Cable (Ethernet)	60	LF	\$ 6.00	\$ 360.00	60	\$ 360.00	\$ -	100%
31	BBU System (External Battery Cabinet)	1	EA	\$ 8,900.00	\$ 8,900.00	1	\$ 8,900.00	\$ -	100%
32	RVDS (Presence Detection Only)	4	EA	\$ 7,100.00	\$ 28,400.00	4	\$ 28,400.00	\$ -	100%
33	RVDS (Advance Detection Only)	2	EA	\$ 7,600.00	\$ 15,200.00	2	\$ 15,200.00	\$ -	100%
34	Install Cellular Modem	1	EA	\$ 3,800.00	\$ 3,800.00	1	\$ 3,800.00	\$ -	100%
35	CO1 Traffic Signal Improvements	1	LS	\$ 19,330.00	\$ 19,330.00	1	\$ 19,330.00	\$ -	100%
	SIGNAL SUBTOTAL				\$ 378,469.75		\$ 378,469.75	\$ -	100%
Drainage Improvements									
1	Remove STR (SET)*	1	EA	\$ 1,300.00	\$ 1,300.00	1	\$ 1,300.00	\$ -	100%
2	Remove STR (Pipe)*	20	LF	\$ 32.00	\$ 640.00	20	\$ 640.00	\$ -	100%
3	Removing Concrete (RipRap)*	6	SY	\$ 60.00	\$ 360.00	6	\$ 360.00	\$ -	100%
4	CMP (GAL STL 24")	8	LF	\$ 212.00	\$ 1,696.00	8	\$ 1,696.00	\$ -	100%
5	SET (Type II) (24") (CMP) (6:1) (P)	1	EA	\$ 2,900.00	\$ 2,900.00	1	\$ 2,900.00	\$ -	100%
	DRAINAGE SUBTOTAL				\$ 6,896.00		\$ 6,896.00	\$ -	100%
	TOTAL FOR RM 2243 AT HORIZON PARK BOULEVARD IMPROVEMENTS				\$ 427,196.59		\$ 427,196.59	\$ -	100%

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

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

STATE OF TEXAS
COUNTY OF Williamson

Date: 11/15/2023

Developer: Taylor Morrison of Texas, Inc

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

Project : RM 2243 at Horizon Park Boulevard– Public Improvement Construction Plans (20-PICP-031)

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: CL

PAGE 1 of 2

AFFIANT:

Signature: 

Typed Name: Cole Kenyon

Title: Project Manager

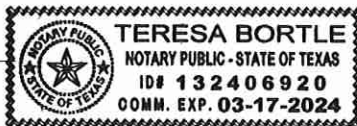
STATE OF TEXAS

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

[S E A L]




Notary in and for the State of Texas

Name: Teresa Bortle
03-17-2024

My commission expires:

Initialed: CK



EXECUTIVE SUMMARY
7/9/2024

AGENDA SUBJECT:

Acceptance of public improvements for Rosenbusch Ranch Phase 3 including the following public improvement categories: streets, drainage, wastewater, water, and landscape improvements.

BACKGROUND:

The public infrastructure improvements required for Rosenbusch Ranch Phase 3 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 July 9, 2024, which will provide warranty and maintenance coverage for public infrastructure improvements through July 9, 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:

City Staff recommend the City Council's formal acceptance of Rosenbusch Ranch Phase 3 public infrastructure improvements.

PRESENTER:

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

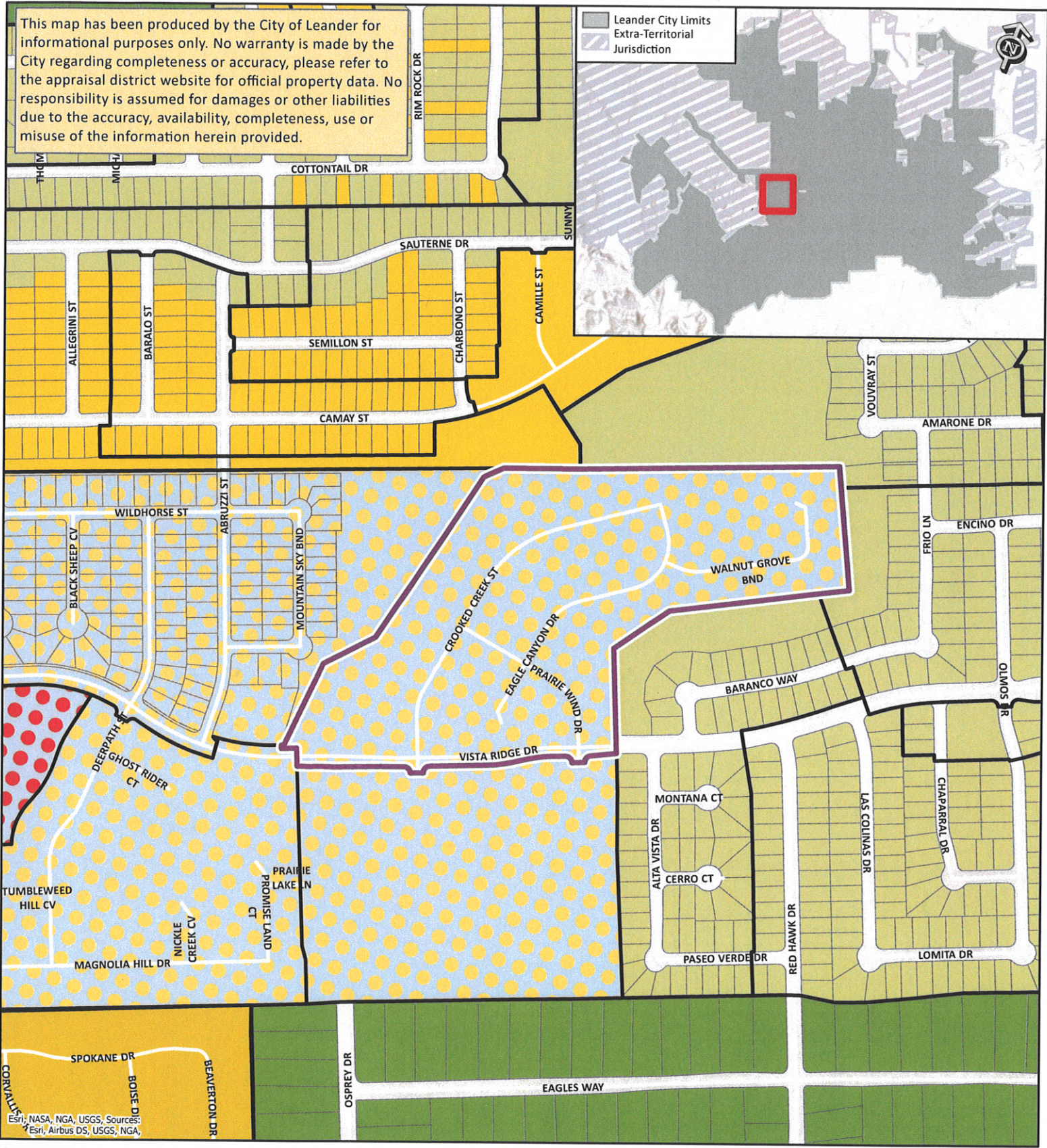
Fiscal Impact

Attachments:

1. Acceptance Documents

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.

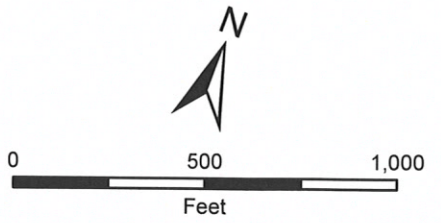
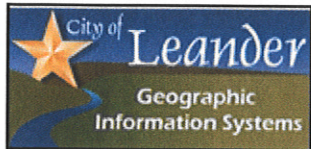
Leander City Limits
Extra-Territorial
Jurisdiction



SUBDIVISION ACCEPTANCE

Rosenbusch Ranch Ph 3 - 21-PICP-007

- | | | |
|----------------------|--|-------------------------------------|
| City Limits | RESIDENTIAL
SFR - Single-Family Rural | PUD LAND USE
PUD - Single-Family |
| Accepted Subdivision | SFE - Single-Family Estate | PUD - Townhomes |
| | SFU - Single-Family Urban | PUD - General Commercial |
| | SFC - Single-Family Compact | |
| | SFL - Single-Family Limited | |





April 23, 2024

David Singleton
Cetera Ventures, LLC
2937 Hero Way
Leander, TX 78641

TDLR Project Number: TABS2021017837

PROJECT:

Rosenbusch Ranch Phase 3
Lakeline Blvd, South of Carneros Ranch
Leander, TX 78641

INSPECTION COMPLETED – NO VIOLATIONS

Dear David Singleton:

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.

Please reference the TABS number in all future correspondence pertaining to this project.

Sincerely,

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

Clint Ryan, RAS #1333

REPORT COMMENTS

1. The scope of this report is limited to an inspection for compliance with the 2012 Texas Accessibility Standards (TAS). This report excludes a review for compliance with other accessibility requirements such as the Americans with Disabilities Act Accessibility Guidelines (ADAAG) and the 2010 Standards for Accessible Design.
2. The scope of the report excludes an inspection for compliance with building code requirements such as the International Building Code (IBC).
3. The report does not cover any elements or spaces which are not subject to the TAS. The report does not cover any elements or spaces that are outside of the scope of work of this project or outside of the property line as indicated by the construction documents.
4. Contact Clint Ryan at clint@alturalp.com with any questions or comments.

-END OF REPORT

Engineer's Concurrence for Project Acceptance

Project: Rosenbusch Ranch Phase 3 Date: 5/13/2024

City of Leander Issued Permit Number: 21-PICP-007

Owner's Name & Address

Cetera Ventures, LLC

P.O BOX 984

Leander, TX 78646-0984

Consultant Engineer's Name & Address

Xavier Garza, PE - HR Green

5508 Highway 290 West | Suite 150

Austin, TX 78735

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 these 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.

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.

Note that this Concurrence Letter excludes the street light system being complete and operational.



Signature

Xavier Garza, PE

Typed Name

HR Green

Engineering Firm Name

TBPE Firm #16384

Registered Engineering Firm Number



5/13/2024

(SEAL)

MAINTENANCE BOND
Subdivision Improvements
Bond Number 2352523

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 Six Hundred Ninety-Six Thousand Two Hundred Twenty-Five and 72/100 Dollars
(\$696,225.72) 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 Rosenbusch Ranch Phase 3 Public Improvement Construction Plans (21-PICP-007) (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.

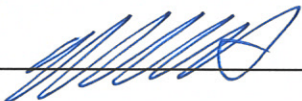
The Surety agrees to pay the Obligee upon demand all loss and expense, including attorneys' fees, incurred by the Obligee by reason of or on account of any breach of this obligation by the Surety. Provided further, that in any legal action be filed upon this bond, venue shall lie in the county where 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 9th day of May, 2024.

Liberty Civil Construction, LLC
Principal

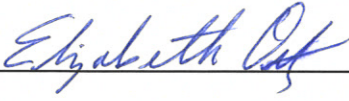
By: 

Title: Michael Ehrhardt, President

Address: 2937 Hero Way

Leander, TX 78641

Swiss Re Corporate Solutions America Insurance Corporation
Surety

By: 

Title: Elizabeth Ortiz, 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 N, Suite 1201 Bulverde, TX 78163

(Seal)

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION F/K/A NORTH AMERICAN SPECIALTY INSURANCE COMPANY ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION F/K/A WASHINGTON INTERNATIONAL INSURANCE COMPANY ("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:

GARY W. WHEATLEY, BETTY J. REEH, CLARK D. FRESHER, BRYAN K. MOORE, ANDREW ADDISON, ELIZABETH ORTIZ,
ANA TOMES, 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

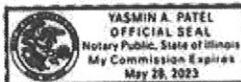
this 29TH day of APRIL, 2022

State of Illinois
County of Cook



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

On this 29TH day of APRIL, 2022, 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.



Yasmin A. Patel

Yasmin A. Patel, 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 9th day of May, 2024.

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.



June 11, 2024

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

RE: Rosenbusch Ranch Phase Three (21-PICP-007)
Cost Summary Cover Letter

Dear Mr. Dhakal,

On behalf of our client, HR Green is submitting the enclosed closeout package containing all items on the Subdivision Acceptance Checklist. Below is the relevant project information.

Project Information:

Final Plat Legal Name as Recorded: Rosenbusch Ranch Phase Three
Engineer of Record on Approved Construction Documents: Xavier Garza-Robledo, P.E.
Contractor: Liberty Civil Construction, LLC
Owner: Cetera Ventures, LLC
Name of Bank Bond for Fiscal Posting*: Swiss Re Corporate Solutions America Insurance Corporation
Name of Bank Bond for Maintenance Bonds: Swiss Re Corporate Solutions America Insurance Corporation

*Fiscal was posted to record the final plat.

Below is a summary of costs pertaining to the categories for the maintenance bond: Streets, Drainage, Water, Wastewater, and Landscaping. Total Costs & Quantities by the Contractor are provided for each category with this submittal.

<u>Cost Summary</u>	
Cost Category	Amount
Streets	\$1,714,442.16
Drainage	\$3,513,759.28
Water	\$791,633.11
Wastewater	\$715,948.59
Landscaping	\$226,474.07
<u>Total Improvements:</u>	<u>\$6,962,257.21</u>
Maintenance Bond (10%):	\$696,225.72

<u>Outstanding Fees</u>	
Review Fee per Sec A3.003 (34.70 ac):	\$52,050.00
<u>Inspection Fee per Sec A3.003 (34.70 ac):</u>	<u>\$83,6750.00</u>
Total Fee per Sec A3.003 (34.70 ac):	\$138,800.00

Review/Inspection Fee paid to date:	\$155,298.65
Fee due back to Owner:	\$16,498.65

If you should have any questions or comments, please contact me at 512-872-6696 or at Xavier.garza@hrgreen.com.

Sincerely,

Xavier Garza, P.E.
HR Green
TBPE Firm #16384



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

STATE OF TEXAS
COUNTY OF WILLIAMSON

Date: May 10, 2024

Developer: Cetera Ventures, LLC.

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

Project: **Rosenbusch Ranch Phase 3 Public Improvements Construction
Plans Project (21-PICP-007)**

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.

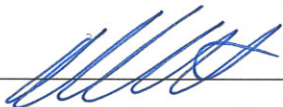
Affiant indemnifies and holds Owner harmless from any liens, debts or obligations which arise as a result of labor or materials provided by or through Affiant to the project through the date set out above. Affiant further indemnifies and holds harmless all real property on which the improvements were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

SUBSCRIBED AND SWORN TO BY Affiant on this 10th day of May, 2024.

AFFIANT:

Signature: _____



Typed Name: Steve Loudon

Title: Director of Project Management

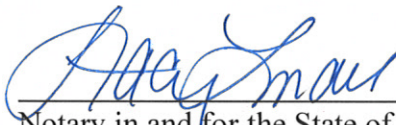
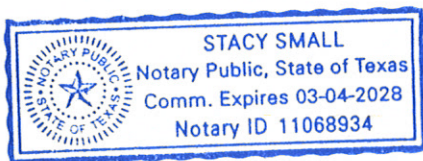
STATE OF TEXAS

COUNTY OF WILLIAMSON

BEFORE ME the undersigned authority on this day personally appeared, Steve Loudon, 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 10th day of May, 2024.

[SEAL]



Notary in and for the State of Texas

Name: Stacy Small

My commission expires: 03/04/2028

Initialed: _____





EXECUTIVE SUMMARY
7/9/2024

AGENDA SUBJECT:

Approval of purchase of two (2) 2024 Ford trucks from Sewell Ford of Odessa in the total amount of \$119,655.00 utilizing Solicitation S24-003/ L00321 with Sewell Family of Companies for the purchase of fleet vehicles; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

The Public Works Water and Wastewater department has two (2) crew trucks that have met or exceeded their asset life (10 years for crew vehicles) and are recommended to be replaced in the upcoming FY25 budget. Replacement vehicles are budgeted in the City's Vehicle Reserve Fund. Each year, departments are assessed an internal service fund charge based on the future replacement cost of their respective fleet vehicles. Due to long delivery lead times for new vehicles, staff is recommending moving forward with placing orders for these two (2) trucks from Sewell Ford of Odessa in the total amount of \$119,655.00 instead of waiting until October.

The two (2) trucks being replaced include:

Department	Unit Id	Model Year	Make	Model
PW Water and Wastewater	PW30	2015	Dodge	1500
PW Water and Wastewater	PW31	2015	Ford	F-250

HISTORY/TIMELINE:

1/4/2024 - City entered into a six (6)- year term contract with Cameron Country CDJR (Contract# L00320) in addition to Sewell Family of Companies (Contract# L00321) for fleet vehicles. Contract #L00321 is attached.

APPLICANT/AGENT:**RECOMMENDATION:**

City staff recommends approval of the purchase of two (2) 2024 Ford trucks from Sewell Ford of Odessa in the total amount of \$119,655.00 utilizing City of Leander #Contract L00321 with Sewell Family of Companies for the purchase of fleet vehicles; and authorizes the City Manager to execute any and all necessary documents.

PRESENTER:

Robert G. Powers, Executive Finance Director
Gina M. Ellison, P.E., Public Works Director

	<u>Fiscal Impact</u>
<u>Amount requested:</u>	\$119,655.00
<u>Approved in current budget (Yes / No):</u>	No
<u>Expenditure (New / Amended):</u>	Amended
<u>Recurring or one-time:</u>	One-Time
<u>Fund source (Operating / Utility / etc.):</u>	Vehicle Reserve Fund (21-03-7000)

Attachments:

1. Trucks Pricing
2. Contract L00321- Sewell



Sewell Ford of Odessa
4400 Parks Legado Rd | ODESSA, TX 79765
432.498.0421 | teamsewell.com

AUTOMOBILE SALES ORDER

Sold To City Of Leander Date 06/11/2024 Deal # 507118
Residence 105 N Brushy Street Leander TX 78641 RES # _____
Mailing Address _____ BUS # _____
Email kcrowder@leandertx.gov Salesman _____

New XX Car 2024 Ford F-150 SERIES \$ 53850.00
Used _____
Rental _____ Car No: VIN No.
Demo _____ Accessories \$ _____

TOTAL ACCESSORIES _____

Rebate(s) \$ _____

Trade \$ _____

TOTAL SELLING PRICE INCLUDING ACCESSORIES

\$ 53850.00

DEALER'S INVENTORY TAX

THE DEALER'S INVENTORY TAX CHARGE IS INTENDED TO REIMBURSE THE DEALER FOR AD VALOREM TAXES ON ITS MOTOR VEHICLE INVENTORY. THE CHARGE, WHICH IS PAID BY THE DEALER TO THE COUNTY TAX ASSESSOR-COLLECTOR, IS NOT A TAX IMPOSED ON A CONSUMER BY THE GOVERNMENT, AND IT IS NOT REQUIRED TO BE CHARGED BY THE DEALER TO THE CONSUMER.

A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES. THIS NOTICE IS REQUIRED BY LAW.

UN CARGO DOCUMENTAL NO ES UN CARGO OFICIAL. LA LEY NO EXIGE QUE SE IMPONGA UN CARGO DOCUMENTAL. PERO ESTE PODRIA COMBRARSE A LOS COMPRADORES PRO EL MANEJO DE LA DOCUMENTACION EN RELACION CON LA VENTA UN CARGO DOCUMENTAL, NO PUEDE EXCEDER UNA CANTIDAD RAZONABLE. ACORDADA PRO LAS PARTES. ESTA NOTIFICACION SE EXIGE POR LEY.

Documentary Fee \$ N/A

Tax, Title & License: _____ \$ 0.00

Payoff _____ \$ _____

Auto Insurance _____ \$ _____

Credit Life & Accident _____ \$ _____

Other _____ \$ _____

Total \$ 53850.00

Trade in N/A Co. No. _____

Motor No. _____ License No. _____ \$ _____

Cash _____ \$ N/A

Finance \$ 53850.00 Payments at 1 Beginning 06/11/2024

Customer Number Lien to: _____

Trade Difference _____

Total \$ 53850.00

Insurance _____

Title Approved _____

Buyer assumes responsibility for any difference in pay-off in excess of amount shown above, and will pay such difference in cash on demand. If not so paid, buyer authorizes dealer to increase the monthly payments and contract balance to cover the difference and finance charges thereon.

R_FTX_SO_SEWFORD_PP1

Signature _____



Sewell Ford of Odessa
4400 Parks Legado Rd | ODESSA, TX 79765
432.498.0421 | teamsewell.com

AUTOMOBILE SALES ORDER

Sold To City Of Leander Date 06/11/2024 Deal # 507120
Residence 105 N Brushy Street Leander TX 78641 RES # _____
Mailing Address _____ BUS # _____
Email kcrowder@leandertx.gov Salesman _____

New XX Car 2023 Ford S-DTY F-250 \$ 65805.00
Used _____
Rental _____ Car No: VIN No.
Demo _____ Accessories \$ _____

TOTAL ACCESSORIES _____

Rebate(s) \$ _____
Trade \$ _____
\$ 65805.00

DEALER'S INVENTORY TAX

THE DEALER'S INVENTORY TAX CHARGE IS INTENDED TO REIMBURSE THE DEALER FOR AD VALOREM TAXES ON ITS MOTOR VEHICLE INVENTORY. THE CHARGE, WHICH IS PAID BY THE DEALER TO THE COUNTY TAX ASSESSOR-COLLECTOR, IS NOT A TAX IMPOSED ON A CONSUMER BY THE GOVERNMENT, AND IT IS NOT REQUIRED TO BE CHARGED BY THE DEALER TO THE CONSUMER.

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Documentary Fee \$ N/A
\$ 0.00

Tax, Title & License: _____
Payoff _____
Auto Insurance _____
Credit Life & Accident _____
Other _____
Total \$ 65805.00

Trade in N/A Co. No. _____
Motor No. _____ License No. _____
Cash _____
Finance \$ 65805.00 Payments at 1 Beginning 06/11/2024
Customer Number Lien to: _____
Trade Difference _____
Total \$ 65805.00

Insurance _____
Title Approved _____

Buyer assumes responsibility for any difference in pay-off in excess of amount shown above, and will pay such difference in cash on demand. If not so paid, buyer authorizes dealer to increase the monthly payments and contract balance to cover the difference and finance charges thereon.

R_FTX_SO_SEWFORD_PP1

Signature _____

**CONTRACT BETWEEN THE CITY OF LEANDER ("City")
AND
THE SEWELL FAMILY OF COMPANIES DBA SEWELL FORD INC ("Contractor")
FOR
FLEET VEHICLES
RFP S24-003 / L00321**

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

This Contract is between The Sewell Family of Companies dba Sewell Ford, Inc. having offices at 4400 Parks Legado Rd., Odessa, TX 79765 and the City, a home-rule municipality incorporated by the State of Texas and is effective as of the date executed by the City ("Effective Date").

1.1 This Contract is composed of the following documents:

- 1.1.1 This Contract Cover Sheet
- 1.1.2 The City's Solicitation, RFP S23-003 including all documents incorporated by reference herein as Exhibit A.
- 1.1.3 The Sewell Family of Companies dba Sewell Ford, Inc. Offer, dated November 28, 2023, as incorporated herein as Exhibit B.

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

- 1.2.1 This Contract Cover Sheet
- 1.2.2 The City's Solicitation as referenced in Section 1.1.3, including all documents incorporated by reference.
- 1.2.3 The Contractor's Offer as referenced in Section 1.1.4, including subsequent clarifications.

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

1.4 Compensation: This Contract is for an amount of \$507,000.00 in Fiscal Year 2024. Future fiscal year commitments will be dependent upon departmental budgets as approved by the Council and Contractor's pricing and availability for fleet vehicles.

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

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

**THE SEWELL FAMILY OF COMPANIES DBA
SEWELL FORD INC.**

Abel Cantu

Printed Name of Authorized Person

Abel Cantu

Signature

Fleet Manager

Title:

12/19/23

Date:

CITY OF LEANDER

Isaac D. Turner

Printed Name of Authorized Person

Isaac D. Turner

Signature

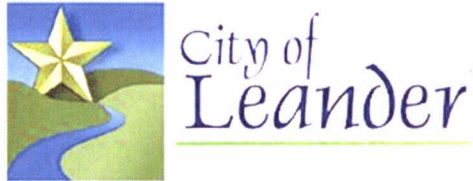
Interim
City Manager

Title:

January 4, 2024

Date:

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



**ADDENDUM
CITY OF LEANDER, TEXAS**

Solicitation: RFP S24-003

Addendum No: 1

Date of Addendum: November 9, 2023

This addendum is to incorporate the following changes to the above referenced solicitation:

I. Clarifications:

- A. Part I, Item 3 Schedule of Events has been amended to reflect that the City anticipates responding to questions on 11/9/23 by 5:00 PM CST.
- B. The solicitation number has been updated to reflect the correct fiscal year- 2024 (S24-003).

II. Questions:

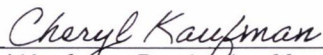
- Q1. Are the terms and conditions negotiable?
A1. Yes.
- Q2. Is Chevrolet the only make you're interested in?
A2. No, the City is open to various brands of fleet vehicles as long as the specifications can be closely met.
- Q3. How do we attend the bid opening?
A3. If you are interested, please attend via Microsoft Teams or in person at 105 N. Brushy St.- West Conference Room, Leander, TX 78641. You will need to manually copy the entire link below for MS Teams meeting.

https://teams.microsoft.com/l/meetup-join/19%3ameeting_YzhkYWJhNmMtY2Y0Yy00ZDMxLWI1MDItYWQ2NWFiZjRhN2Y0%40thread.v2/0?context=%7b%22Tid%22%3a%228334aaf3-4a3e-4dd5-863a-41f4c29d0728%22%2c%22Oid%22%3a%22f10b070e-0944-446a-b080-2f632e597978%22%7d

Meeting ID: 254 097 879 699
Passcode: azZRpx

- III. **Extension:** Due to the holidays the proposal due date is hereby extended until November 30, 2023, at 3:00 PM CST.
- IV. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:


Cheryl Kaufman, Purchasing Manager
Purchasing Office

11/9/23



City of Leander

**City of Leander, Texas
Purchasing & General Services**

105 N Brushy St,
Leander, Texas 78641
www.leandertx.gov

REQUEST FOR PROPOSAL (RFP)

FLEET VEHICLES

SOLICITATION NUMBER S24-003

OCTOBER 2023

**FLEET VEHICLES
PART I
GENERAL REQUIREMENTS**

1. **PURPOSE:** The City of Leander, herein after “the City” seeks proposals from firms experienced in providing new Ford, Chevrolet, Dodge and/or other reputable brands of fleet vehicles to governmental entities. The City intends to award this multi-year contract to multiple responsible vendors with the goal of ensuring the City has met the competitive requirements of local government code 252 to purchase vehicles currently and during the contract term.
2. **SOLICITATION PACKET:** This solicitation packet is comprised of the following:

Description	Index
Part I – General Requirements	Page(s) 2 - 3
Part II – Definitions, Standard Terms and Conditions and Insurance Requirements	Page 4
Part III – Supplemental Terms and Conditions	Page(s) 5 - 6
Part IV – Scope of Work	Page(s) 7 - 8
Part V – Proposal Preparation Instructions and Evaluation Factors	Page(s) 9 - 11
Attachment A – Reference Sheet	Separate attachment
Attachment B – Subcontractor Information Form	Separate attachment
Attachment C – Conflict of Interest Questionnaire	Separate attachment
Attachment D – Cost Proposal Sheet (based off Attachment E)	Bonfire Table
Attachment E – Current Vehicle Requirements (FY24)	Separate attachment

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

EVENT	DATE
Solicitation released	October 26, 2023
Deadline for submission of questions	November 7, 2023 @ 5:00 PM, CST
City responses to questions or addendums	Approximately November 11, 2023 @ 5:00 PM, CST
Deadline for submission of responses	November 23, 2023 @ 3:00 PM, CST

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

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

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

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

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

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

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

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

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

2. **INSURANCE:** Insurance does not apply to this solicitation.

**PART III
SUPPLEMENTAL TERMS AND CONDITIONS**

1. **AGREEMENT TERM:** The terms of the awarded agreement shall include but not be limited to the following:
 - A. The term of the Agreement shall begin from date of award and shall remain in full force for seventy-two (72) months.
 - B. Upon expiration of the contract term, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period as is reasonably necessary to re-solicit and/or complete the project up to 120 days.
2. **RESPONDENT QUALIFICATIONS:** The City has established the following minimum qualifications. Respondents who do not meet the minimum qualifications will not be considered for award. The Respondent shall:
 - A. Be firms, corporations, individuals, or partnerships normally engaged in providing governmental fleet vehicles as specified herein and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City.
 - B. In order to confirm financial stability, the City may choose to review audited financial statements at any time throughout the RFP evaluation process. Upon request, the Respondent shall provide two years audited financial statements, including any notes or supplemental schedules within 2 business days of the original request.
 - C. Be domiciled in or have a home office inside the United States. Respondents domiciled outside the United States, or not having a home office inside the United States will not be included for consideration in this RFP process.
3. **SUBCONTRACTORS:** If Subcontractors will be used the Respondent is required to complete and submit with their proposal response Attachment B- Subcontractor Information Form. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractors own acts and omissions. The Contractor shall:
 - A. Require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications, and terms of the Contract.
 - B. Require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
 - C. Awarded Contractor is required to submit a list of all subcontractors for approval by the City prior to use of any subcontractors throughout the term of the contract.
4. **SAFETY:** The City reserves the right to remove any employee from City property for violation of federal, state, and local health, safety and environmental laws, ordinances, rules, and regulations. The Respondent shall:
 - A. Ensure that all employees comply with all Occupational Safety and Health Administration (OSHA), State, and City safety and occupational health standards and other applicable federal, state, and local health, safety, and environmental laws ordinances, rules, and regulations in the performance of these services.
 - B. Be held responsible for the safety of their employees and unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site. In case of conflict, the most stringent safety requirement shall govern.
 - C. Indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines penalties and liability of every kind arising from the breach of the Successful Respondents' obligations under this paragraph.
5. **WORKFORCE:** Successful Respondent shall:
 - A. Ensure Respondent's employees perform the services in a timely, professional, and efficient manner.
 - B. Ensure Respondent's employees, while working on City property, wear a company uniform that clearly identifies them as the Respondent's employee.

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

Pricing for goods will be a **fixed percent off MSRP**. The percentage discount, if any, will be designated by the Respondent in the solicitation response document. Invoices for goods and/or services shall require a copy of the MSRP document or catalog from the manufacturer. Failure to provide the contracted discount (%) off MSRP may result in payment at cost.

7. **PRICE INCREASE:** Contract discounts for fleet vehicles shall remain firm throughout the term of the contract.
8. **ACCEPTANCE/INSPECTION:** Acceptance/Inspection should not take more than fifteen (15) working days. The awarded respondent will be notified within the time frame if the services delivered are not in full compliance with the specifications. In the event the services are not performed to the satisfaction of the City the Contractor shall agree to reperform services to specification at no additional cost to the City. If any agreement or purchase order is cancelled for non-acceptance, the needed services may be purchased elsewhere.
9. **PERFORMANCE REVIEW:** The City reserves the right to review the awarded Contractor's performance anytime during the contract term.
10. **ORDER QUANTITY:** The quantities shown on the solicitation are estimates only. No guarantee of any minimum or maximum purchase is made or implied. The City will only order the services/goods needed to satisfy requirements within budgetary constraints, which may be more or less than indicated.
11. **AWARD:** The City reserves the right to enter into an Agreement or a Purchase Order with a single award, split award, primary and secondary award, non-award, or use any combination that best serves the interest and at the sole discretion of the City. Respondents to the solicitation will be notified when City staff recommendation of award has been made. The award announcement will be posted to the City's website at <https://leandertx.bonfirehub.com/> once City Council has approved the recommendation of award and the agreement has been executed.
12. **POINTS OF CONTACT / DESIGNATED REPRESENTATIVES:**
- A. **Contractor's point of contact:** In order to maintain consistent standards of quality work performed across the City, the City shall be provided with a designated and identified point of contact upon award of the contract to include contact information. The City's designated representative shall be notified by the Respondent immediately should the point of contact change.
- B. The City's designated representatives:
- | | |
|---|--|
| Cheryl Kaufman | Kay Johnson |
| Manager | Purchasing Agent |
| Purchasing and General Services | Purchasing and General Services |
| Phone: 512-528-2730 | Phone: 512-528-2792 |
| E-mail: ckaufman@leandertx.gov | Email: kjohnson@leandertx.gov |
13. **INTERLOCAL PURCHASING AGREEMENTS:**
- A. The City has entered into Interlocal Agreements with other Governmental agencies pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor may agree to offer the same price and terms and conditions to other eligible agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other government agencies through an interlocal cooperative agreement.

**PART IV
SCOPE OF WORK**

1. **INTRODUCTION AND BACKGROUND:** The City of Leander, herein after "the City" seeks proposals from firms experienced in providing new Ford, Chevrolet, Dodge and/or other reputable brands of fleet vehicles to governmental entities. The City intends to award this multi-year contract to multiple responsible vendors with the goal of ensuring the City has met the competitive requirements of local government code 252 to purchase vehicles currently and during the contract term.
2. **SERVICE REQUIREMENTS:** The Contractor shall-
 - A. Maintain a relationship with Ford, Chevrolet, and/or Dodge or other reputable dealers. Attach documentation to the Proposal such as a letter from the manufacturer(s) the Respondent represents or a line card.
 - B. Certify that the vehicles purchased under this solicitation shall be current makes and models, new and unused.
 - C. Provide the City with a timely response to pricing inquiries for vehicles available to purchase. The City expects to receive a response within five (5) business days of the request.
 - D. Order new vehicles through various distribution channels as needed.
 - E. Establish and communicate the expected delivery timeline for each vehicle the City orders.
 - F. Communicate in a timely and effective manner with City staff if vehicles are delayed.
 - G. **Pre-Delivery Service-** The following services shall be completed by the Contractor before the vehicles are delivered to the City:
 - i. All fluid levels checked and maintained with the proper grade and type of fluids.
 - ii. Pre-delivery inspection and service on chassis.
 - iii. The interior and exterior of each vehicle shall be cleaned.
 - iv. The fuel tank shall be full.
 - H. Provide all vehicle documentation directly to Purchasing personnel.
3. **TECHNICAL SPECIFICATIONS:** Unless otherwise specified, all units will be furnished complete with standard equipment and factory-installed accessories as listed in the manufacturer's printed literature for the models specified. The following items are minimum requirements for the models specified.
 - A. The City seeks to maintain quality, reliability, and efficiency within its vehicle fleet. With this goal in mind several manufacturers' products have been specified herein to establish the City's minimum critical requirements and performance standards of each vehicle. Any example shown is listed to show type and class of equipment desired only. Alternate equivalent items will be considered and are noted as "Or equal". "Or equal" is intended to establish a level of quality and is not to be interpreted as a preference for a particular brand. The items offered must be equivalent in terms of function, basic design, type and quality of material, method of construction, and any required dimensions.
 - B. Respondents are cautioned that any vehicle specified or delivered which does not meet specifications in every aspect will not be considered or accepted.
 - C. Transmissions on each vehicle specified shall be automatic.
 - D. **A/C, heat, power windows, and power locks shall be included with each vehicle.**
4. **DELIVERY:**
 - A. Deliver all vehicles to the following location:

**City Hall
Purchasing
Cheryl Kaufman or Kay Johnson
105 N Brushy St.
Leander, Texas 78641**

If reasonable, City personnel may pick up vehicles from the lot, but this should remain an uncommon situation.

- B. Delivery of vehicle(s) shall be made to City of Leander no later than one hundred twenty (120) calendar days after receipt of Purchase Order or unless otherwise agreed upon by the City.
- C. Provide all vehicle documentation for each delivered vehicle which includes at time of delivery the following:
 - i. Owner, Operator, and shop repair manuals
 - ii. Form 130-U (Application for Texas Title and/or Registration)
 - iii. Form VTR-62A (Application for Standard Texas Exempt License Plates) – this form is included with delivery but not completed by the dealer. The City will complete this form.
 - iv. Vehicle Purchase Agreement.
 - v. Invoice (from the vehicle company/dealer and must include the city's approved PO number on it).
 - vi. Manufacturer's Certificate/Statement of Origin for a vehicle (dealer must complete the Distributor-Dealer information on the back of this form).
 - vii. Odometer disclosure statement.
 - viii. Texas Department of Public Safety Statement of Inspection.
 - ix. Delivery/acceptance sheet (document signed and copy received from the delivery person to show who made the delivery, date delivered, and who accepted the vehicle).
 - x. Nominal weight rating (in tons).
 - xi. Warranty documentation.

5. **WARRANTY:** The City will only consider offers for the purchase of new equipment with the full manufacturer's warranty directly from the Manufacturer or a Manufacturer's Authorized Distributor.

- A. The manufacturer's standard warranty shall apply. Warranty documentation shall be included with each item bid.
- B. The Contractor shall warrant that the vehicle will conform to the specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship, and title. All warranty repairs will be performed without accessing the City's warranty deductibles. The successful respondent shall be responsible for any warranty deductibles required for warranty repairs.
- C. In the event the vehicle requires two (2) or more repairs in the first 30-day period, except those caused by negligence or through the fault of City employees, the Contractor agrees to remove and replace the defective vehicle without delay and at their expense.
- D. Replacement parts- Replacement parts shall be available for vehicles for no less than ten (10) years. City reserves the right to purchase replacement parts from any source.

6. **CONTRACTOR RESPONSIBILITIES:** The Contractor shall-

- A. Be an authorized manufacturer or distributor authorized by the manufacturer for Ford, Chevrolet, Dodge, or other similar vehicles as requested.
- B. Contact the City's designated personnel to schedule delivery of vehicles.
- C. Observe the speed limit on the individual site.
- D. Check in with the utility billing reception desk upon arrival on site.

7. **CITY RESPONSIBILITIES:** The City will-

- A. Provide a purchase order (PO) to the Contractor prior to ordering and based off of the approved quote.
- B. Coordinate delivery to City Hall.
- C. Request pricing and lead time throughout the term of the contract for vehicle needs.

Item Number	Item Name	Quantity	Requir Vehicle Make/Model	Lead Time in Days
No Basket (12)				
#0-1	Item A (based on Att	1	2024 Chev 1500 crev	15
#0-4	Item D (based on Att	1	2023 Ford Explorer 4	15
#0-5	Item E (based on Att	1	GMC 1500 Can't get	15
#0-6	Item F (based on Att	1	GMC 1500 Can't ge	15
#0-7	Item G (based on Att	1	GMC 2500 with Knap	30
#0-8	Item H (based on Att	1	2023 Ford Explorer 4	15
#0-9	Item I (based on Att	1	Ford F150 Crew Cab	30
#0-10	Item J (based on Att	1	2023 F150 Reg Cab 4	30
#0-11	Item K (based on Att	1	2023 F150 Crew Cab	15
#0-12	Item L (based on Att	1	2023 Ford F150 Crev	15
#0-13	Item M (based on At	1	2023 Ford F150 Crev	15
#0-14	Item N (based on Att	1	2024 Chevrolet Crew	15

Unit Price

54500

52300

37000

37000

68000

61000

55575

38750

53250

53250

53250

52750



EXECUTIVE SUMMARY
7/9/2024

AGENDA SUBJECT:

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

BACKGROUND:

This request is for an extension of the expiration date of Lenox Hill Townhomes construction plans. Article II, Section 23(g) includes the following provisions.

(g) Application Expiration.

- (1) The Construction Plans application shall expire nine (9) months after the date that all initial staff review comments from all reviewing departments have been issued on the application if the construction plans are not approved due to the applicant's failure to cause the application to comply with applicable city regulations.
- (2) The Planning Department may grant one six (6)- month extension if the applicant can show substantial progress in obtaining approval of the construction plans. Substantial progress shall consist of, at a minimum, a resubmission of the construction plans and all relevant materials by the applicant that address all initial staff review comments from all reviewing departments.

HISTORY/TIMELINE:

06/30/2023 - Construction Plan Application Expired, Staff Extension Granted
12/30/2023 - Construction Plan Application Staff Extension Expired
06/20/2024 - Construction Plan Application City Council Extension Expired

APPLICANT/AGENT:

Kimley-Horn

RECOMMENDATION:

The Subdivision Ordinance includes timelines for application approvals. The timeline/history section of this summary above includes the key dates for this request. The preliminary plat application expires nine (9) months after the first review comment letter for the preliminary plat is sent to the applicant.

Staff recommends approval of an additional six (6)- month extension. Approving this extension would grant an extension to December 30, 2024 and will allow the developer to finalize the construction plans and schedule a pre-construction meeting.

PRESENTER:

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

Fiscal Impact

Attachments:

1. PICP-22-0017 Att 1 Lenox Hill Townhomes - Extension Request
2. PICP-22-0017 Att 2 Lenox Hill Townhomes - Location Map
3. PICP-22-0017 Att 3 Lenox Hill Townhomes - Ordinance

June 20, 2024

City of Leander Planning Department
201 N. Brushy Street
Leander, TX 78641

**RE: Public Infrastructure Construction Plan (PICP) Extension Request
 Lenox Hill Townhomes – PICP-22-0017
 14661 Ronald Reagan Blvd, Leander, TX 78641**

To Whom it May Concern:

The subject Public Infrastructure Construction Plan application was set to expire on June 20, 2024. Staff comments were cleared on August 24, 2023, demonstrating significant progress toward PICP approval. The Developer will be finalizing Staff Comments on the corresponding SD-21-044, securing a Contractor and requesting a pre-construction meeting so that the PICP permit may be issued. This letter serves as an official request for a six-month extension on the Public Infrastructure Construction Plan (PICP-22-0017).

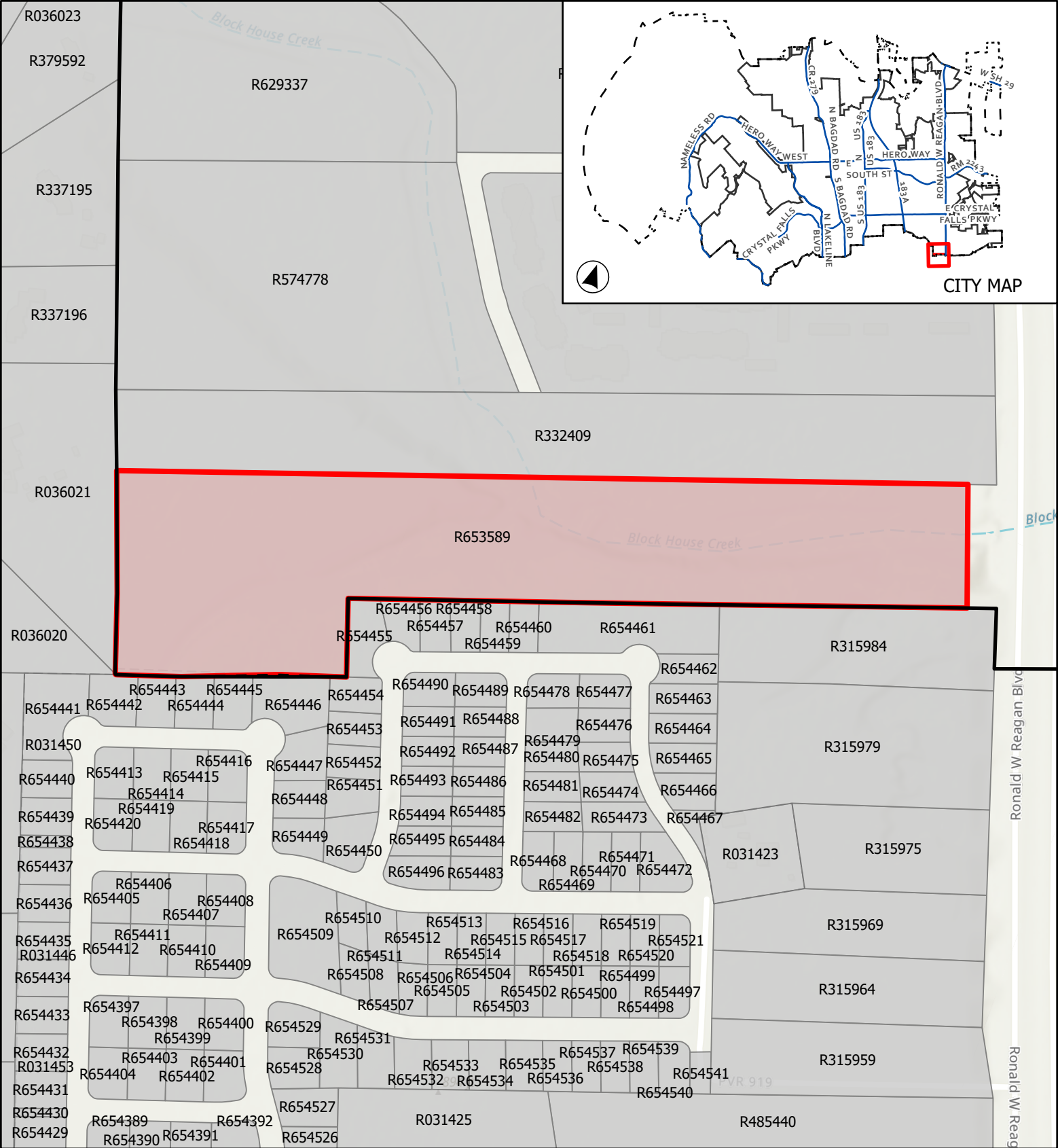
Please contact me at (512) 418-4534 should you have any questions regarding this request and please send the invoice to Brandon.Smith@kimley-horn.com.

Sincerely,

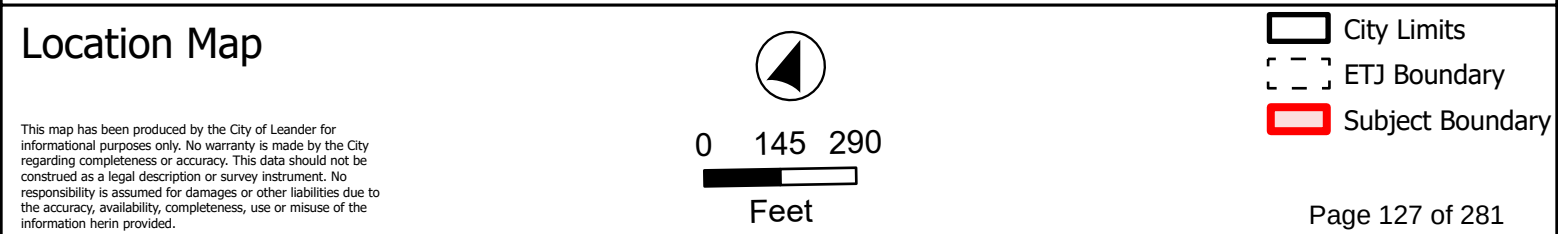
KIMLEY-HORN AND ASSOCIATES, INC.
TEXAS REGISTERED ENGINEERING FIRM F-928



Brandon T. Smith, P.E.



CASE: PICP-22-0017 ATTACHMENT 2 LENOX HILL TOWNHOMES



AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

**AN ORDINANCE OF THE CITY OF LEANDER, TEXAS GRANTING AN
EXTENSION OF THE EXPIRATION OF THE CONSTRUCTION PLAN
APPLICATION FOR THE LENOX HILL TOWNHOMES SUBDIVISION.**

WHEREAS, Section 23 (g) (1) of the City’s Subdivision Ordinance provides that the construction plan application expires nine (9) months after the date that all initial staff review comments from all reviewing departments have been issued on the application if the construction plan are not approved due to the applicant’s failure to cause the application to comply with applicable city regulations;

WHEREAS, Section 23 (g) (2) of the City’s Subdivision Ordinance provides that the Planning Department may grant one six (6) month extension if the applicant can show substantial progress in obtaining approval of the construction plan;

WHEREAS, the Planning Department granted one six (6) month extension for the construction plan application (the “Construction Plan Application”) which expired on or about December 30, 2023;

WHEREAS, the City Council granted one six (6) month extension for the construction plan application (the “Construction Plan Application”) which expired on or about June 30, 2024;

WHEREAS, the City Council of the City of Leander, Texas (the “City”) finds that there is good reason to grant an extension of the expiration date for the Construction Plan Application because the applicant is actively working with the Planning Department and will be able to address the construction plan comments and move forward with construction within a reasonable timeframe;

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

SECTION 1. Findings of Fact. The forgoing recitals are incorporated into this Ordinance as true and correct findings of fact.

SECTION 2. Extension Granted. The City hereby grants an extension of the expiration date for the Construction Plan Application to December 30, 2024. In the event that the Construction Plan Application is not approved by the Planning and Zoning Commission on or before December 30, 2024, the Construction Plan Application shall expire.

SECTION 3. Effective Date. This Ordinance shall take effect immediately from and after its passage in accordance with the City Charter.

SECTION 4. Open Meetings. It is hereby officially found and determined that the meeting at

which this Ordinance was considered was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED AND APPROVED on First Reading this the 9th day of July, 2024.

ATTEST:

THE CITY OF LEANDER, TEXAS:

Dara Crabtree, City Secretary

Christine DeLisle, Mayor



EXECUTIVE SUMMARY
7/9/2024

AGENDA SUBJECT:

Approval of the Leander Memory Care License Agreement, Case LA-24-0031, to allow for the installation and maintenance of an irrigation system within portions of Sonny Drive right-of-way, Leander, Williamson County, Texas.

BACKGROUND:

License agreements are required when developers propose to place private improvements within the public right-of-way. This agreement grants the developer permission to install the improvements as well as provide conditions that describe the responsibility of maintaining and possible removal of improvements. In addition, the developer is required to indemnify the City against claims and liabilities and carry insurance.

The developer of the Leander Memory Care Subdivision, generally located southwest of the intersection of Sonny Drive and Leander Drive, is requesting a license agreement to install and maintain an irrigation system within a portion of the right-of-way of Sonny Drive.

HISTORY/TIMELINE:

APPLICANT/AGENT:

Freedom BTL (Shona Ahuja) on behalf of V2R Holdings, LLC (Jagbir Ahuja)

RECOMMENDATION:

Staff recommends approval of the license agreement.

PRESENTER:

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

Fiscal Impact

Attachments:

1. LA-24-0031 Att 1 Leander Memory Care - License Agreement
2. LA-24-0031 Att 2 Leander Memory Care - Location Map
3. LA-24-0031 Att 3 Leander Memory Care - Letter of Intent

LICENSE AGREEMENT FOR THE LEANDER MEMORY CARE

The City of Leander, a Texas home-rule municipal corporation and political subdivision of the State of Texas situated in Williamson and Travis Counties, Texas ("the City"), and V2R Holding, a Limited Liability Company (the "Licensee"), enter into this License Agreement for the Leander Memory Care Subdivision ("Agreement") on this the ____ day of _____, 20__, upon the terms and conditions set forth below.

I. PURPOSE OF LICENSE AGREEMENT. The City grants to Licensee permission to use the property, located within the right-of-way of Sonny Drive in the Mid Town Square Replat, Leander, Texas (the "Subdivision"), shown in Exhibit "A" attached hereto and incorporated herein for all purposes (the "licensed property"), for the following purposes only:

- (1) the installation of an irrigation system for the landscaping; and
- (2) the repair, maintenance and replacement of the irrigation system, within right-of-way of Sonny Drive shown on Exhibit "A" hereto. The irrigation system is sometimes collectively referred to herein as the "improvements".

The City makes this grant solely to the extent of its right, title and interest in the licensed property, without any express or implied warranties.

Licensee agrees that all construction installation and maintenance permitted by this Agreement shall be done in compliance with plans and specifications approved in writing by the City Engineer and all applicable City, County, State and/or Federal laws, ordinances, regulations and policies now existing or later adopted.

Any provision herein to the contrary notwithstanding, Licensee shall be liable for, and shall indemnify and hold the City harmless from all damages, causes of action, and claims arising out of or in connection with Licensee's installation, operation, maintenance or removal of the improvements permitted under this Agreement.

II. ANNUAL FEE. No annual fee shall be due in connection with this License Agreement.

III. CITY'S RIGHT TO LICENSED PROPERTY. This Agreement is expressly subject and subordinate to the present and future right of the City, its successors, assigns, lessees, grantees, and Licensee, to construct, install, establish, maintain, use, operate, and renew any public utilities facilities, franchised public utilities, rights-of-way, roadways, or streets on, beneath, or above the surface of the licensed property. The uses of the licensed property are subject to the City's right to interfere with or destroy Licensee's use of the licensed property, or any property or the improvements placed thereon or therein by Licensee, if such use or action is determined necessary by the City.

Notwithstanding any provision of this Agreement to the contrary, the City retains the right to enter upon the licensed property, at any time and without notice, and assuming no obligation to Licensee, to remove any of the improvements or alterations thereof whenever such removal is deemed necessary for: (a) exercising the City's rights or duties with respect to the licensed property; (b)

protecting persons or property; or (c) the public health or safety.

IV. INSURANCE. Licensee shall, at its sole expense, provide a commercial general liability insurance policy, written by a company acceptable to the city and licensed to do business in Texas, with a combined single limit of not less than \$600,000.00, which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. The City may require the Licensee to increase the combined single limit of such coverage from time to time in the discretion of the City. Such insurance coverage shall specifically name the City as an additional-insured. The insurance shall cover all perils arising from the activities of Licensee, its officers, employees, agents, or contractors, relative to this Agreement. Licensee shall be responsible for any deductibles stated in the policy. A true copy of each such policy shall be delivered to the City Manager of City on or before the Licensee's use or occupancy of the licensed property.

Licensee shall not cause any insurance to be canceled nor permit any insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled, reduced, restricted or otherwise limited until forty-five (45) days after the City has received written notice as evidenced by a return receipt of registered or certified mail.

V. INDEMNIFICATION. Licensee shall indemnify, defend, and hold harmless the City and its officers, agents and employees against all claims, suits, demands, judgments, expenses, including attorney's fees, or other liability for personal injury, death, or damage to any person or property which arises from or is in any manner caused by the Licensee's construction, maintenance or use of the licensed property. This indemnification provision, however shall not apply to any claims, suits, damage, costs, losses, or expenses (i) for which the City shall have been compensated by insurance provided under Paragraph IV, above, or (ii) arising solely from the negligent or willful acts of the City; provided that for the purposes of the foregoing, the City's entering into this Agreement shall not be deemed to be a "negligent or willful act."

VI. CONDITIONS.

- A. Licensee's Responsibilities. Licensee will be responsible for any and all damage to or relocation of existing facilities. Further, Licensee shall reimburse the City for all costs of replacing or repairing any property of the City, or of others, that is damaged by or on behalf of Licensee as a result of activities under this Agreement.
- B. Maintenance. Licensee shall maintain the licensed property by keeping the area free of debris and litter. Removal of dead or dying plants shall also be handled by Licensee at its expense. Further, the City may require Licensee to take action to maintain the licensed property including, but not limited to, the removal of dead or dying vegetation. Such removal shall be completed within thirty (30) days following receipt of a written request from the City.
- C. Removal or Modification. Licensee agrees that removal or modification of any of the improvements now existing or to be later placed on the licensed property shall be a Licensee's expense. Provided the City has given prior written approval of the plans and specifications for the improvements, said removal or modification shall be at Licensee's sole discretion.

- D. Default. In the event that Licensee fails to maintain the licensed property or otherwise comply with the terms or conditions as set forth herein, the City shall give Licensee written notice thereof, by registered or certified mail, return receipt requested, to the address set forth below. Licensee shall have thirty (30) days from the date of receipt of such notice to take action to remedy the failure complained of, and, if Licensee does not satisfactorily remedy the same within the thirty (30) day period, the City may perform the work or contract for the completion of the work. Licensee agrees to pay within thirty (30) days of written demand by the City, all reasonable costs expenses incurred by the City in completing the work.

Licensee Address

V2R Holdings, LLC.
Attn: Jagbir Ahuja
2516 Dante Ct.
Harker Heights, TX 76548
Bell County

City Address

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

VII. COMMENCEMENT AND TERMINATION BY ABANDONMENT. This Agreement shall begin with the effective date and continue thereafter for so long as the licensed property shall be used for the purposes set forth herein. If Licensee abandons the use of all or any part of the licensed property for the purposes set forth in this Agreement, this Agreement shall expire and terminate, as to the portion or portions abandoned, following thirty (30) days written notice by the City to the Licensee or by Licensee to the City. If all or a part of the licensed property is abandoned by Licensee, the City shall thereafter have the same complete title to the licensed property so abandoned as though this Agreement had never been made, and shall have the right to enter on the licensed property and terminate the rights of Licensee, its successors and assigns hereunder, to the abandoned part of the licensed property. All installations of Licensee on a portion of the licensed property that is abandoned shall be deemed property of the City unless removed with the consent of the City.

VIII. TERMINATION.

- A. Termination by Licensee. This Agreement may be terminated by Licensee by delivering written notice of termination to the City not later than thirty (30) days before the effective date of termination. If Licensee terminates, then it shall remove all installations that it made from the licensed property within the thirty day notice period, at its sole cost and expense. Failure to do so shall constitute a breach of this Agreement.
- B. Termination by City. Notwithstanding any other term, provision or conditions of this Agreement, subject only to prior written notification to Licensee or its successor-in-interest, this Agreement is revocable by the City if:
1. The improvements, or a portion of them, interfere with the City's right-of-way;
 2. Use of the licensed property becomes necessary for a public purpose;

3. The improvements, or a portion of them, constitute a danger to the public which the City deems not be remediable by alteration, repair or maintenance;
4. Despite thirty (30) days written notice to Licensee, maintenance or alteration necessary to alleviate a danger to the public has not been made; or
5. Licensee fails to comply with the terms and conditions of this Agreement including, but not limited to the insurance requirements specified herein.

If Licensee abandons or fails to maintain the licensed property, and the City receives no substantive response within thirty (30) days following written notification to Licensee, then the City may remove and/or replace all of the improvements and collect from Licensee the City's actual expenses incurred in connection therewith.

IX. EMINENT DOMAIN. If eminent domain is exerted on the licensed property the City will, to the extent permitted by law, cooperate with Licensee to effect the removal of Licensee's affected installations and the improvements thereon, at Licensee's sole expense. Licensee shall be entitled to retain all monies paid by the condemning authority to Licensee for Licensee's installations taken, if any.

X. INTERPRETATION. This Agreement shall, in the event of any dispute over its intent, meaning or application, shall be interpreted fairly and reasonably, and neither more strongly for or against either party.

XI. APPLICATION OF LAW. This Agreement shall be governed by the laws of the state of Texas. If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts shall be enforced, to the extent possible, consistent with the intent of the parties as evidenced by this Agreement.

XII. VENUE. Venue for all lawsuits concerning this Agreement will be in the Williamson County, Texas.

XIII. COVENANT RUNNING WITH LAND; WAIVER OF DEFAULT. This Agreement and all of the covenants herein shall run with the land; therefore, the conditions set forth herein shall inure to and bind each party's successors and assigns. Either party may waive any default of the other at any time by written instrument, without affecting or impairing any right arising from any subsequent or other default.

XIV. ASSIGNMENT. Licensee shall not assign, sublet or transfer its interest in this Agreement without the written consent of the City, which consent shall not be unreasonably withheld. Subject to the assignee's compliance with the insurance requirements set forth herein, if any, Licensee shall furnish to the City a copy of any such assignment or transfer of any of Licensee's rights in this Agreement, including the name, address, and contact person of the assignee, along with the date of assignment or transfer.

TERMS AND CONDITIONS ACCEPTED, this the ____ day of _____, 20__.

LICENSOR: CITY OF LEANDER, TEXAS

By: _____
Name: _____
Title: City Manager

LICENSEE: V2R HOLDINGS, LLC.

By: J. Ahuja
Name: Jagbir Ahuja
Title: General Manager

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the _____ day of _____, 20____, by _____, City Manager for the City of Leander, Texas, on behalf of the City.

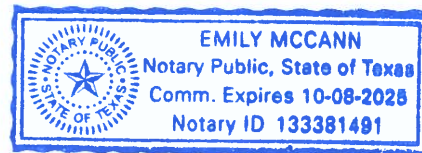
Notary Public – State of Texas

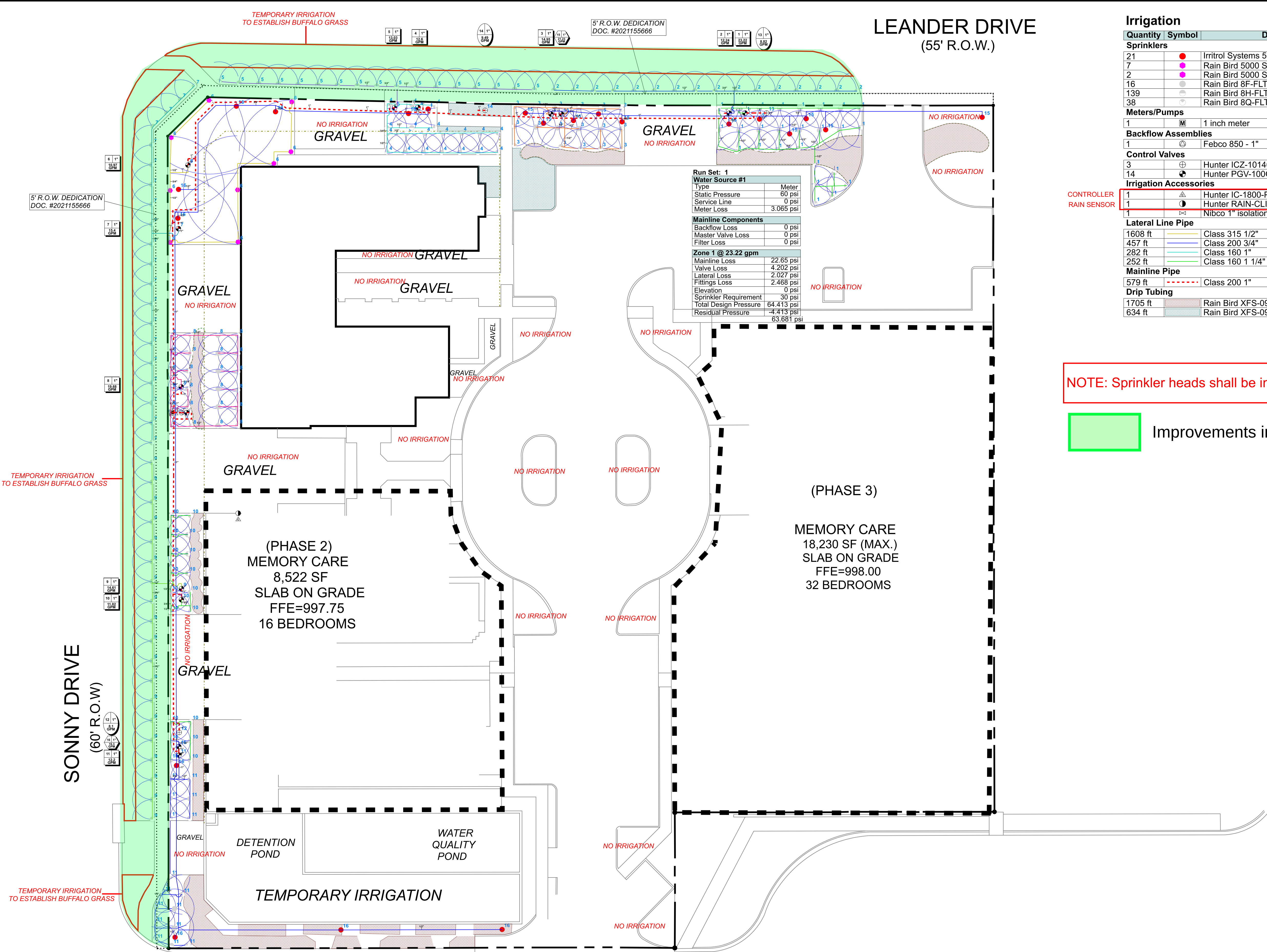
THE STATE OF TEXAS §
COUNTY OF Bell §

This instrument was acknowledged before me on this the 24th day of June, 2024, by Jagbir Ahuja General of the V2R Holdings, LLC., on behalf of said entity.
Manager

Emily McCann
Notary Public – State of Texas

AFTER RECORDING RETURN TO:
City of Leander
Attn: City Secretary
P. O. Box 319
Leander, Texas 78646-0319





Irrigation

Quantity	Symbol	Description	Part Number	Pressure	Flow	Radius
Sprinklers						
21	●	Irritrol Systems 533-90	533	30 psi	1.93 gpm	0 ft
7	●	Rain Bird 5000 Series 1.0 LA - 5004-PL-FC	1.0 LA	45 psi	0.99 gpm	29 ft
2	●	Rain Bird 5000 Series 2.0 LA - 5004-PL-FC	2.0 LA	45 psi	2.02 gpm	32 ft
16	●	Rain Bird 8F-FLT - 1804 LOW ANGLE NOZZLES	8F-FLT	30 psi	1.57 gpm	8 ft
139	●	Rain Bird 8H-FLT - 1804 LOW ANGLE NOZZLES	8H-FLT	30 psi	0.79 gpm	8 ft
38	●	Rain Bird 8Q-FLT - 1804 LOW ANGLE NOZZLES	8Q-FLT	30 psi	0.39 gpm	8 ft

Meters/Pumps

1	Ⓜ	1 inch meter	
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Backflow Assemblies

1	Ⓢ	Febco 850 - 1"	850 - 1"
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Control Valves

3	⊕	Hunter ICZ-10140	ICZ-10140
14	⊕	Hunter PGV-100G	PGV-100G

Irrigation Accessories

1	⚠	Hunter IC-1800-PL	IC-1800-PL
1	⚠	Hunter RAIN-CLICK	RAIN-CLICK
1	⚠	Nibco 1" isolation valve	

Lateral Line Pipe

1608 ft	—	Class 315 1/2"	
457 ft	—	Class 200 3/4"	
282 ft	—	Class 160 1"	
252 ft	—	Class 160 1 1/4"	

Mainline Pipe

579 ft	- - - - -	Class 200 1"	0
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Drip Tubing

1705 ft	■	Rain Bird XFS-09-18	XFS-09-18
634 ft	■	Rain Bird XFS-09-12	XFS-09-12

NOTE: Sprinkler heads shall be installed at leas (8) inches from the curb



Improvements in the right-of-way

M&Z LANDSCAPES LLC
8409 STAUNTON DR
AUSTIN TX 78758

RAFAEL GARCIA
0011311
06/02/2024

SHEET DESCRIPTION:
IRRIGATION PLAN

PROJECT:
LEANDER MEMORY CENTER
801 LEANDER DR.
LEANDER TX 78641

REVISIONS:
None

DATE:
05/17/2024

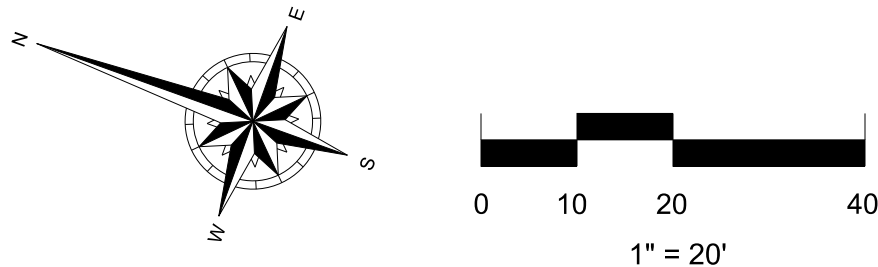
JOB NUMBER:
101

DRAWN BY:
RAFAEL G GARCIA

CHECKED BY:
EZ MARTINEZ

SCALE:
1" = 20'

SHEET:
1 of 2



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.

To ,
The City Of Leander,
Attn: City Manager,
P.O.BOX 319
Leander, Texas 78641.

6/26/24

Requesting to approve license agreement for the irrigation system placed in the right of way of city of Leander our project IS 801 Leander Drive Leander Texas 78641.

Midtown square replat R553045

We have submitted documents required for the license agreement and we agree to abide by city of Leander rules do our due diligence for maintenance and collaboration

Sincerely,


V2R HOLDINGS LLC ,
2516 DANTE COURT,
HARKER HEIGHTS,
TEXAS 76548.



EXECUTIVE SUMMARY
7/9/2024

AGENDA SUBJECT:

Approval an Ordinance amending Article 13.09 Water Conservation and Drought Contingency Plan to enact amendments requested by the Texas Commission on Environmental Quality (TCEQ) to address measures that wholesale water customers are required to take during conservation Phase 2 of the Water Conservation and Drought Contingency Plan; providing savings, effective dates and open meetings clauses, and providing for related matters.

BACKGROUND:

On May 16, 2024, Leander City Council approved updates to the Water Conservation and Drought Contingency Plan (DCP) to incorporate the Lower Colorado River Authority (LCRA) DCP updates. After approval, the plan was submitted to LCRA and the Texas Commission on Environmental Quality (TCEQ). After review, TCEQ requested two (2) sentences be added regarding the pro rata curtailment provisions for wholesale water contracts. These additions can be seen as redlines in Section § 13.09.011 (e).

HISTORY/TIMELINE:

Article 13.09 - Water Conservation and Drought Contingency Plan

09/01/2011 - Adoption of Ordinance No. 11-070-00

03/20/2014 - Amended Ordinance No. 14-074-00

12/19/2019 - Amended Ordinance No. 19-074-00

03/18/2021 - Amended Ordinance No. 21-020-00

09/15/2022 - Amended Ordinance No. 22-087-00

10/10/2023 - Amended Ordinance No. 23-066-00

05/16/2023 - Amended Ordinance No. 24-044-00

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends and respectfully requests approval of the minor amendments requested by TCEQ to the City of Leander Code of Ordinances, Article 13.09 Water Conservation and Drought Contingency Plan.

PRESENTER:

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

Fiscal Impact

Attachments:

1. 13.09 TCEQ Redline 2024
2. 13.09 TCEQ Clean 2024

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS AMENDING ARTICLE 13.09.011(E); ~~WATER CONSERVATION AND DROUGHT CONTINGENCY PLAN OF THE LEANDER CODE OF ORDINANCES TO ADDRESS MEASURES THAT WHOLESALE WATER CUSTOMERS ARE REQUIRED TO TAKE DURING CONSERVATION PHASE 2 OF THE WATER CONSERVATION AND DROUGHT CONTINGENCY PLAN WHICH ESTABLISHES CONSERVATION PHASES AND RESTRICTIONS ON WATER USAGE FOR EACH PHASE; ENACTING AMENDMENTS TO MAKE THE PLAN CONSISTENT WITH THE LOWER COLORADO RIVER AUTHORITY'S DROUGHT CONTINGENCY PLAN; PROVIDING FOR ENFORCEMENT OF THE PLAN; ESTABLISHING ADMINISTRATIVE AND CRIMINAL PENALTIES; PROVIDING FOR APPEAL OF ADMINISTRATIVE PENALTIES TO A HEARING OFFICER;~~ PROVIDING A SEVERABILITY CLAUSE, PROVIDING SAVINGS, EFFECTIVE DATE AND OPEN MEETINGS CLAUSES, AND PROVIDING FOR RELATED MATTERS.

WHEREAS, water is a scarce resource and the City of Leander, Texas (the "City") desires to continue to implement water conservation measures to help ensure adequate water supply for the current and future population of the City;

WHEREAS, the review and update of water conservation and drought contingency regulations is reasonable and necessary for the public health, safety, and welfare;

WHEREAS, the regulations adopted herein promote the preservation of a scarce resource during drought conditions and are reasonable and necessary for the public health, safety, and welfare;

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. The City Council hereby further finds and determines that the rules, regulations, terms, conditions, provisions and requirements of this ordinance are reasonable and necessary to protect the public health, safety and quality of life.

Section 2. Amendment of Article 13.09.011(e). ~~Section 13.09.011(e), Water Conservation and Drought Contingency Plan of the City of Leander Code of Ordinances.~~ Article 13.09 of the City of Leander Code of Ordinances is hereby amended in its entirety to read as follows:

(e) Wholesale. The city will keep wholesale treated water customers informed about demand

and current and projected supply conditions. The city will initiate **pro-rata curtailment of water deliveries to or diversions by discussions with wholesale treated water customers about potential curtailment and implementation of mandatory measures to reduce all nonessential water uses as provided in Texas Water Code Section 11.039. Additionally, all new, renewed, or extended wholesale water contracts will include a provision stipulating that water distribution will occur on a pro-rata basis in the event of a water shortage resulting from drought in accordance with Texas Water Code Section 11.039.**

ARTICLE 13.09 WATER CONSERVATION AND DROUGHT CONTINGENCY PLAN

§ 13.09.001 Declaration of policy, purpose and intent.

- (a) In order to conserve the available water supply and protect the integrity of water supply facilities, with particular regard for domestic water use, sanitation, and fire protection, and to protect and preserve public health, welfare, and safety and minimize the adverse impacts of extreme drought, periods of abnormally high water usage, system contamination, or extended reduction in ability to supply water due to equipment failure, facility construction delays, water supply shortage or other water supply emergency conditions, the city hereby adopts the following regulations and restrictions on the delivery and consumption of water (“the plan”).
- (b) Water uses regulated or prohibited under this article are considered to be nonessential and continuation of such uses during times of water shortage or other emergency water supply condition deemed to constitute a waste of water which subjects the offender(s) to penalties as defined in section **13.09.014** of this article.

§ 13.09.002 Public involvement.

Opportunity for the public to provide input into the preparation of plan was provided by the City by means of notifying the public in the agenda posted on the city’s website and at city hall at least 72-hours in advance of the regularly scheduled meeting at which the council considered the plan. A copy of the proposed plan was included in the agenda materials available to the public on the City’s website. The City accepted any public comments provided by email before the meeting and in person at the meeting.

§ 13.09.003 Public education.

The city will periodically provide the public with information about the plan, including information about the conditions under which each phase of the plan is to be initiated or terminated and the drought response measures to be implemented in each phase. This information may be provided by, but is not limited to, public meeting, media releases, bill inserts, website

announcements, digital platform messages, or other similar methods of mass communication.

§ 13.09.004 Coordination with regional water planning groups.

The service area of the city is located within Regional Water Planning Group (RWPG) G, Brazos River Authority, and the city has given this plan to the Lower Colorado River Authority, and the Brazos River Authority.

§ 13.09.005 Authority to implement response measures.

In the event of unusual operational events, catastrophic occurrences, severe weather events, or other public emergencies, or if required by the LCRA DCP, the city manager or city manager's designee may implement mandatory water restrictions in addition to those set out in this article. The city manager or city manager's designee is hereby authorized and directed to implement the applicable provisions of this article upon determination that such implementation is necessary to protect public health, safety and welfare. The city manager or city manager's designee shall have the authority to initiate or terminate drought or other water supply emergency response measures as described in this article. Unless otherwise specified by the city manager, the city manager's primary designee is the public works director and the alternate designee is the city engineer.

§ 13.09.006 Notice of implementation of mandatory provisions.

The city shall notify the executive director of the state commission on environmental quality and the LCRA general manager in writing within five (5) business days of the implementation of any mandatory provisions of the drought contingency plan.

§ 13.09.007 Applicability.

The provisions of this plan shall apply to all persons, customers, and property utilizing water provided by the city. The terms "person" and "customer" as used in the plan include individuals, corporations, partnerships, associations and all other legal entities. The provisions of this article do not apply to:

- (1) Persons who use water from private wells;
- (2) Persons who use water from the city's reuse water system; or
- (3) Persons who otherwise use water from a source other than the city's water utility system.

§ 13.09.008 Definitions.

For the purposes of this plan, the following definitions shall apply:

BRA. - The Brazos River Authority or successor agency.

Conservation. - Those practices, techniques, and technologies that reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water or increase the recycling and reuse of water so that a supply is conserved and made available for future or

alternative uses.

Customer. - Any person, company or organization using water supplied by the city.

Domestic water use. - Water use for personal needs or for household or sanitary purposes such as drinking, bathing, heating, cooking, sanitation, or for cleaning a residence, business, industry or institution.

Drought contingency plan (DCP) – A strategy or combination of strategies that a water supplier, such as a city, develops and implements to monitor and respond to a drought or other temporary water supply shortage that can severely disrupt the supply of water to customers.

Industrial water use. - The use of water in processes designed to convert materials of lower value into forms having greater usability and value, including the development of power by means other than hydroelectric.

Landscape irrigation. - Water used for the irrigation and maintenance of landscaped areas, whether publicly or privately owned, including residential and commercial lawns, gardens, parks, rights-of-way, and medians.

LCRA. - The Lower Colorado River Authority, or successor agency.

Nonessential water use. - Water uses that are neither essential nor required for the protection of public health, safety, and welfare, including, but not limited to:

- (1) Landscape irrigation, except as otherwise provided under this article;
- (2) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle;
- (3) Use of water to wash down any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
- (4) Use of water to wash down buildings or structures for purposes other than immediate fire protection;
- (5) Flushing gutters or permitting water to run or accumulate in any gutter or street;
- (6) The addition of water to a pool, Jacuzzi, or splash pad except where necessary to maintain the water purification system in service or to maintain structural integrity of the pool;
- (7) Use of water to fill, refill, or add to any wading pools, ornamental ponds, or similar structures;
- (8) Use of water in a fountain or pond for aesthetic or scenic purposes such as fountains, reflecting pools, and water gardens except where necessary to support aquatic life;

(9) Failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s); and

(10) Use of water from hydrants or flush valves for construction purposes or any other purposes other than firefighting.

System. - The combination of components of the water supply network that carry, store, or move potable water from a centralized treatment plant to water customers. Components include but are not limited to transmission lines, pumps, ground and elevated storage tanks.

TAC. - Texas Administrative Code.

TCEQ. - Texas Commission on Environmental Quality.

§ 13.09.009 Initiation and termination of water conservation and drought response phases.

- (a) The city manager or city manager's designee shall monitor the water supply and/or demand conditions on a daily basis and determine when conditions warrant initiation or termination of each phase of the plan. The city manager or city manager's designee is further authorized to determine and establish watering schedules that are different than those set forth in this article if the city manager or designee determines that conditions warrant a different watering schedule. The base water conservation plan, outlined in phase 1, shall be in force at all times unless subsequent phases are enacted. Water supply conditions will be determined by the source of supply, system capacity, and weather conditions. Water demand will be measured by the peak daily demands on the system.
- (b) The city manager or city manager's designee shall implement the applicable provisions of this article upon determination that such implementation is necessary to protect public health, safety and welfare.
- (c) The triggering criteria described below are based on information provided by LCRA and BRA; and are further based on known system capacity limits.
- (d) Public notification of the initiation or termination of water conservation and drought response phases shall be by one or more combination of methods which may include, but is not limited to, media releases, bill inserts, website announcements, digital platform messages, automated telephone calls, and signs posted at service area entry points.

§ 13.09.010 Conservation phase 1 - base conditions.

- (a) Water use requirements. Phase 1 base conditions will be in effect year-round.
 - (1) Notice(s) will be designed to increase customer awareness of water conservation and encourage the most efficient use of water. The city shall keep a copy of the current public announcement on water conservation awareness on file and available for inspection by TCEQ.

- (b) City actions. To manage supply, the city will:
- (1) Continually review system operations, identify ways to improve system efficiency and accountability, and actively promote water conservation.
 - (2) Request water customers to voluntarily limit and reduce the use of water for nonessential purposes and to practice water conservation.
 - (3) Establish mechanisms to remind water customers to practice water conservation year-round.
- (c) Customer actions. Under threat of penalty for violation, the following conditions shall apply to all retail water customers:
- (1) It is unlawful for any customer to waste water through use that serves no practical purpose. Such water waste includes the failure to repair a leak, either inside or outside a home, building, or facility, within a reasonable time, not to exceed 60 days from the date that a notice was provided about the leak resulting in water runoff or accumulation in a street, gutter, or parking lot.
 - (2) Automatic Irrigation System Audits. Homeowners' associations and non-residential lot owners must cause their automatic irrigation systems to be inspected by a person licensed under V.T.C.A., Occupations Code § 1903.251, as amended, and V.T.C.A., Water Code Ch. 37, as amended, (unless a statutory exemption to the licensing requirements applies, in which case the reason for the exemption must be clearly stated) every year to verify compliance with this article and state law. The City shall be authorized to discontinue water service to the premises if the homeowners' association or non-residential lot owner does not submit proof of the inspection, and completion of any required repairs, to the City on the City's request.
 - (3) Residential water customers who choose to use water for landscape irrigation may only do so in accordance with a twice-weekly watering schedule on designated days, shown below, and designated times, shown in part (5) of this section, or as otherwise determined and established by the city manager or designee:

Residential – Phase 1		
Automatic Irrigation Systems, Hose-End Sprinklers, Soaker Hoses, and Drip Irrigation		
Last Digit of Meter Address	Allowed Watering Day(s)	Allowed Watering Hours
2, 4	Monday and/or Thursday	Midnight to 7 a.m.

1, 5, 9	Tuesday and/or Friday	7 p.m. to Midnight
6, 8	Wednesday and/or Saturday	
0, 3, 7	Thursday and/or Sunday	

- (4) Commercial, multi-family, and homeowners association water customers who choose to use water for landscape irrigation may only do so in accordance with a once-weekly watering schedule on designated days, shown below, and designated times, shown in part (5) of this section, or as otherwise determined and established by the city manager or designee:

Commercial/HOA/Multi-Family – Phase 1		
Automatic Irrigation Systems, Hose-End Sprinklers, Soaker Hoses, and Drip Irrigation		
Last Digit of Meter Address	Allowed Watering Day	Allowed Watering Hours
2, 4	Monday	Midnight to 7 a.m. 7 p.m. to Midnight
1, 5	Tuesday	
6	Wednesday	
0	Thursday	
9	Friday	
8	Saturday	
3, 7	Sunday	

- (5) Landscape irrigation by way of automatic systems, hose-end sprinklers, soaker hose, or drip irrigation is limited to the hours from 12:00 a.m. (midnight) to 7:00 a.m. and from 7:00 p.m. to 12:00 a.m. (midnight), in accordance with the applicable watering schedules and designated watering days or as otherwise determined and established by the city manager or designee. Watering hours apply to all irrigation methods listed above to include landscape establishment for new construction.
- (6) Landscape irrigation limits do not apply if the irrigation is performed:

- (A) By means of a hand-held hose.
 - (B) At a commercial plant nursery.
 - (C) During the testing of new irrigation system installation or existing irrigation system repair.
- (7) Requests for one-time variances to conservation measures may be considered by the city on a case-by-case basis and may be granted for up to 21 days for new lawn installations. A variance may be requested in accordance with the procedures set forth in Section 13.09.015. However, irrigation of new law installation authorized under this exception provision is still limited to the watering hours of 7:00 p.m. to 7:00 a.m. Variances will not be granted in the months of June, July, or August.

§ 13.09.011 Conservation phase 2 - water use reduction.

- (a) Triggers. Customers shall adhere to phase 2 conditions when one or more of the following occurs:
 - (1) Total daily water demand equals or exceeds 90% of the total operation system treatment capacity for 3 consecutive days;
 - (2) Total daily water demand equals or exceeds 90% of the firm capacity of key pump stations for 3 consecutive days;
 - (3) The total combined storage of Lake Travis and Lake Buchanan reaches 900,000 acre-feet;
 - (4) On March 1 or July 1, the total combined storage in Lakes Buchanan and Travis is below 1.1 million acre-feet and the cumulative prior three months of inflows total to those lakes is less than the 25th percentile of historic inflows for the three-month periods; or
 - (5) The city manager or city manager's designee determines that phase 2 response measures are necessary to protect public health, safety, and welfare.
- (b) Demand reduction target. Phase 2 response measures are designed to achieve a 20% reduction in water use.
- (c) City actions. To manage supply, the city will:
 - (1) Discontinue water main and line flushing unless necessary to maintain regulatory compliance or for protection of the public health, safety, and welfare.
 - (2) Visually inspect lines on a regular basis and repair leaks.
 - (3) Suspend hydrant testing.

- (4) Suspend the following city operations:
- (A) Vehicle washing.
 - (B) Street cleaning.
 - (C) Landscape irrigation in city parks except by hand-held hose. The city may continue irrigation by way of automatic systems or hose-end sprinklers for up to 21 days only when necessary to salvage new installations.
- (5) Increase efforts to inform the public on water conservation strategies including:
- (A) Conduct a monthly review of customer use records;
 - (B) Contact customers with unusually high usage to help identify potential leaks and provide customers with water saving tips and practices to better manage water use and reduce monthly costs.
- (d) Customer actions. Under threat of penalty for violation, the following phase 2 response measures shall apply to all retail water customers:
- (1) Residential, commercial, multifamily, and homeowners association water customers who choose to use water for landscape irrigation may only do so in accordance with a once-weekly watering schedule on designated days, shown below, and designated times, shown in section **13.09.010(c)(5)**, or as otherwise determined and established by the city manager or designee:

All Categories – Phase 2 (Residential/Commercial/HOA/Multi-Family)		
Automatic Irrigation Systems, Hose-End Sprinklers, Soaker Hoses, and Drip Irrigation		
Last Digit of Meter Address	Allowed Watering Day	Allowed Watering Hours
2, 4	Monday	Midnight to 7 a.m. 7 p.m. to Midnight
1, 5	Tuesday	
6	Wednesday	
0	Thursday	
9	Friday	
8	Saturday	

3, 7	Sunday	
------	--------	--

- (2) Landscape irrigation limits do not apply if the irrigation is performed:
 - (A) By means of a hand-held hose.
 - (B) At a commercial plant nursery.
 - (C) During the testing of new irrigation system installation or existing irrigation system repair.
- (3) Other nonessential water uses are prohibited except under the following circumstances:
 - (A) Use of water from hydrants or flush valves for construction purposes.
 - (B) The washing of vehicles or boats at a commercial car wash facility. If washing of vehicles or boats occurs at a residence, or as part of a charity or fundraising event held on a commercial property, it must occur on the property's designated watering day as defined in subsection (d) of this section. Such activity, when allowed, shall be done with a hand-held bucket or hand-held hose equipped with a positive shutoff nozzle.
- (e) Wholesale. The city will keep wholesale treated water customers informed about demand and current and projected supply conditions. The city will initiate pro rata curtailment of water deliveries to or diversions by discussions with wholesale ~~treated~~ water customers ~~about potential curtailment and implementation of mandatory measures to reduce all nonessential water uses~~ as provided in Texas Water Code, §11.039. Additionally, all new, renewed, or extended wholesale water contracts will include a provision stipulating that water distribution will occur on a pro rata bases in the event of a water shortage resulting from drought in accordance with Texas Water Code, §11.039.
- (f) Termination. Phase 2 may be rescinded when one or more of the following occurs:
 - (1) The water treatment plant capacity conditions listed above as a triggering event have ceased to exist for five (5) consecutive days;
 - (2) The total combined storage of Lakes Travis and Buchanan is greater than 1.1 million acre-feet;
 - (3) The city manager or city manager's designee determines that the applicable provisions are no longer necessary to protect public health, safety, and welfare; or
 - (4) Upon termination of phase 2, the city publicly announces to its customers the end of phase 2 and return to phase 1 conditions.

§ 13.09.012 Conservation phase 3 - water emergency.

- (a) Triggers. Customers shall adhere to phase 3 conditions when one or more of the following occurs:
 - (1) Total daily water demand equals or exceeds 95% of the total operation system treatment capacity for three (3) consecutive days;
 - (2) Total daily water demand equals or exceeds 95% of firm capacity of pump stations for three (3) consecutive days;
 - (3) The total combined storage of Lakes Travis and Buchanan reaches 750,000 acre-feet.
 - (4) The city manager or city manager's designee determines that phase 3 response measures are necessary to protect public health, safety, and welfare.
- (b) Demand reduction target. Phase 3 response measures are designed to achieve a 50% reduction in water use.
- (c) City actions. To manage supply, the city will, in addition to phase 2 response measures:
 - (1) Explore emergency water supply options, which may include arranging for the emergency purchase of water from utilities for which there exists proper agreements for such purchase;
 - (2) Increase efforts to inform the public on water conservation strategies;
 - (3) Increase the detection and repair of water leaks in the distribution system;
 - (4) Read water meters as necessary to ensure compliance with this program for the benefit of all the customers.
 - (5) Cease or direct shutoff of all landscape irrigation at City-owned facilities, rights-of-way, public park areas, and public landscape areas.
- (d) Customer actions. Under threat of penalty for violation, phase 2 response measures, along with the following measures which may supersede, shall apply to all retail water customers:
 - (1) Landscape irrigation is prohibited except by means of a hand-held hose.
 - (2) Industrial water uses are prohibited except for some limited uses as deemed necessary by the city manager or city manager's designee to protect public health, safety, and welfare.
- (e) Wholesale. The city will contact its wholesale treated water customers to initiate mandatory measures to control water demand and to ensure capacity for emergency response requirements. Mandatory measures will include the curtailment of nonessential water uses in

accordance with the wholesale water customer's own drought contingency plan.

- (f) Terminations. Phase 3 may be rescinded when one or more of the following occurs:
 - (1) The water treatment plant capacity condition listed above as a triggering event has ceased to exist for five (5) consecutive days;
 - (2) The total combined storage of Lakes Travis and Buchanan reaches 825,000 acre-feet;
 - (3) The city manager or city manager's designee determines that phase 3 response measures are no longer necessary to protect public health, safety, and welfare; or
 - (4) Upon termination of phase 3, the city publicly announces to its customers the end of phase 3 and return to phase 2 conditions.

§ 13.09.013 Conservation phase 4 - critical water conditions and/or water system failure.

- (a) Triggers. Customers shall adhere to the phase 4 response measures when one or a combination of the following occurs:
 - (1) Major water line breaks or pump system failures that cause substantial loss of ability to provide water service;
 - (2) Natural or man-made contamination of the water supply source;
 - (3) The total combined storage of Lakes Travis and Buchanan reaches 600,000 acre-feet, and the LCRA Board declares a prolonged drought worse than the Drought of Record or other water supply emergency and orders the mandatory curtailment of firm water supplies.
 - (4) Water demand approaches a reduced delivery capacity for all or part of the system, creating a situation in which water system demand exceeds water system capacity, for an extended length of time, as determined by the city manager or his/her designee;
 - (5) The city manager or city manager's designee determines that phase 4 response measures are necessary to protect public health, safety, and welfare.
- (b) Demand reduction target. Phase 4 response measures are designed to limit the daily water demand to no more than 50% capacity.
- (c) City actions. To manage supply, the city will, in addition to phase 3 response measures:
 - (1) Assess the severity of the problem and identify the actions needed and time required to resolve the problem.
 - (2) Issue applicable public notifications and messaging as to the water system or source failure.

- (3) Severely restrict or prohibit, as appropriate, all water system uses in the affected service area.
 - (4) Read meters as often as needed to ensure program compliance for the benefit of all customers.
 - (5) Direct shutoff of existing and cease issuance of new bulk water meters.
 - (6) Cease acceptance of permit applications or issuance of permits for new, additional, or expanded irrigation systems.
 - (7) Cease acceptance of permit applications for new, additional, or expanded swimming pools.
 - (8) Initiate emergency interconnects or alternative supply arrangements.
 - (9) Implement any additional measures deemed necessary by the city manager or city manager's designee to ensure water system demand reductions necessary to protect public health, safety, and welfare.
- (d) Customer actions. Under threat of penalty for violation, phase 3 response measures, along with the following measure which may supersede, shall apply to all retail water customers:
- (1) Use of water is restricted as deemed necessary to meet the emergency as implemented by the city manager or designee, or the City Council.
- (e) Wholesale. The city will direct its wholesale treated water customers to initiate mandatory measures to control water demand and to ensure capacity for emergency response requirements. The city manager or city manager's designee may cease water supply to the wholesale water customer.
- (f) Termination. Phase 4 may be rescinded when one or more of the following occurs:
- (1) The water system failure conditions listed above as a triggering event has ceased to exist for five (5) consecutive days.
 - (2) The total combined storage of Lakes Travis and Buchanan is greater than 600,000 acre-feet for 1 month with an increasing trend, and/or the LCRA announces that mandatory Stage 4 water restrictions for firm water customers are no longer required in accordance with the LCRA DCP, and LCRA ceases curtailment of water supply for Leander.
 - (3) The city manager or city manager's designee determines that phase 4 response measures are no longer necessary to protect public health, safety, and welfare.
 - (4) Upon termination of phase 4, the city publicly announces to its customers the end of phase 4 and return to phase 3 conditions.

§ 13.09.014 Enforcement; penalty; termination of water service.

- (a) Compliance. No person or entity shall recklessly, knowingly, or intentionally allow the use of water from the city for residential, commercial, industrial, agricultural, governmental or any other purpose in a manner contrary to any provision of this article, or in an amount in excess of that permitted by the drought response phase in effect at the time pursuant to action taken by the city manager, or his/her designee, in accordance with provisions of this plan.
- (b) Administrative violation procedures.
- (1) Penalties. Except as otherwise stated herein, each violation of this plan within a 12-month period may be enforced as an administrative violation pursuant to the following:

Violation	Residential Customer	Commercial Customer
First offense	Courtesy warning	Courtesy warning
Second offense	\$50.00	\$200.00
Third offense	\$100.00	\$400.00
Fourth and subsequent offense(s)	\$200.00, and non-emergency disconnection	\$1,000.00, and non-emergency disconnection

- (2) Penalties during conservation phase 4. Each violation of this plan that occurs within a 12-month period during conservation phase 4 may be enforced as an administrative violation pursuant to the following:

Violation	Residential Customer	Commercial Customer
First offense	Courtesy warning	Courtesy warning
Second and subsequent offense(s)	\$1,000.00, and emergency disconnection*	\$1,000.00, and emergency disconnection*

** Water service may be disconnected under the emergency disconnection procedures set forth in subsection (d)(1) below for a second violation of this article that occurs during conservation phase 4.*

- (3) Notice of first offense. If the city manager, or city manager's designee reasonably believes that a person or entity has violated this plan, then a notice of first offense shall be in writing and include the name and address of the alleged offender, a location and description of the alleged offense and a description of the administrative fees for subsequent violations. This notice will be mailed or hand delivered to the alleged

offender's utility billing address.

- (4) Notice of second and/or subsequent offense. If the city manager or city manager's designee reasonably believes that a person or entity has violated this plan again subsequent to and within a 12-month period immediately following the date of the preceding offense, then a notice of second offense will be mailed containing the same information as described in the preceding subsection and a description of the administrative fee for the offense. This notice will be mailed to the alleged offender's utility billing address.
- (5) Appeal of administrative offense.
 - (A) An alleged offender may appeal an administrative offense as set forth in this article. They request of an appeal shall not suspend or delay an alleged offender's obligation to pay current outstanding utility or administrative fees. Upon successful appeal of an offense, the city will refund administrative fees paid by the alleged offender.
 - (B) The alleged offender may request a hearing regarding the administrative offense and fee with the municipal court judge, who is hereby designated as the hearing officer pursuant to V.T.C.A., Local Government Code § 54.044, by submitting a written request to the address shown on the citation or notice of violation within 15 days of the date of the notice of the offense. The hearing shall be held in accordance with V.T.C.A., Local Government Code § 54.044.
- (6) Notices. All notices regarding alleged administrative offenses, including, without limitation, notices of offenses, appeal hearing and final review hearing decisions, shall be in writing and forwarded to the alleged offender via first class mail and/or certified mail, return receipt requested, to the alleged offender's current utility billing address. All notices delivered in this manner shall be deemed as received by the alleged offender within five (5) days of the mailing's postmark.
- (c) Enforcement as criminal violation. Alternatively, and at the city manager's discretion, any violation of this article may be enforced as a criminal violation in accordance with subsection (1) below.
 - (1) Criminal penalty. Any person who violates a provision of this article or fails to comply therewith or with any of the mandatory requirements thereof shall be deemed guilty of an offense and shall be liable for a fine not to exceed the sum of two thousand dollars (\$2,000.00). Each day the violation exists shall constitute a separate offense. Such penalty shall be in addition to all the other remedies provided herein.
- (d) Termination of water service; reconnection charge. The city manager or city manager's designee shall, upon due notice to the customer, be authorized to discontinue water service to the premises where such violations occur in accordance with this section. Services

discontinued under such circumstances shall be restored only upon payment of the reinstatement fee set forth in the city's fee schedule, and any other costs incurred by the city in discontinuing service. In addition, suitable assurance must be given to the city that the same action shall not be repeated while the plan is in effect. Compliance with this article may also be sought through injunctive relief in the district court.

- (1) Emergency termination. If an officer charged with enforcement of this article determines that a violation of this article constitutes an immediate threat to the public health, safety and welfare, and the owner, occupant, or person in control of the property (the "responsible party") is absent or fails to immediately remedy the violation, the officer may terminate water services to such property. The city manager or designee shall hold a hearing within 72 hours after termination of service to determine whether the responsible party violated this article, unless a later hearing date is requested by the responsible party or the responsible party is unable to be located, in which case the hearing shall be held as soon as possible. Promptly after terminating service, the officer charged with enforcement of this article shall give the responsible party written notice of the termination and hearing, by personal delivery or posting notice of the hearing on or near the front door of each building on the property, or at the Property Manager's door if available. If it is determined at the hearing that the responsible party did not violate this article, the responsible party's utilities shall be immediately reconnected without charge to the responsible party.
- (2) Non-emergency termination. An officer charged with enforcement of this article who determines that a violation of this article is present may seek termination of water service to the property at which the violation is present after notice and hearing as provided in this subsection. The officer charged with enforcement of this article shall give written notice of the violation of this article to the responsible party and the requirement that the violation be remedied within ten (10) days or water service will be disconnected, such notice to be given by mail or by personal delivery. If the responsible party fails to remedy the violation within the time specified in the notice, the officer charged with enforcement of this article may terminate water service. The responsible party may request a hearing by the city manager regarding termination of service. Written notice of the time and date of the hearing shall be given to the responsible party at least ten days before the hearing date. Notice required by this subsection shall be in writing and delivered to the responsible party by in-person service, or by mail to the responsible party at his/her post office address.
- (3) Determination at hearing; appeals. If the city manager determines at a hearing held under subsection (1) or (2) above that the responsible party did not violate this article, the responsible party's utilities shall be immediately reconnected without charge to the responsible party. If it is determined that the responsible party violated this article, as appropriate, water service shall not be reconnected until the responsible party remedies the violation of this article and pays all required reconnection fees. The city manager's

decision may be appealed to the city council in writing within ten days of the city manager's decision.

(e) Responsibility for violation.

- (1) For purposes of this article, the person or customer in whose name the utility billing office last billed or who is receiving the economic benefit of the water supply is presumed to have knowingly made, caused, used or permitted the use of water received from the city for residential, commercial, industrial, agricultural, governmental or any other purpose in a manner contrary to any provision of this article and proof that the violation occurred on the person's or customer's property shall constitute a rebuttable presumption that the person or customer committed the violation.
- (2) Any person, including a person classified as a water customer of the city, in apparent control of the property where a violation occurs or originates shall be presumed to be the violator, and proof that the violation occurred on the person's property shall constitute a rebuttable presumption that the person in apparent control of the property committed the violation, but any such person shall have the right to show that he/she did not commit the violation. Parents or custodian shall be presumed to be responsible for violations of their minor children, and proof that a violation, committed by a child, occurred on property within the parent's or custodian's control shall constitute a rebuttable presumption that the parent committed the violation, but any such parent may be excused if he/she proves that he/she had previously directed the child not to use the water as it was used in violation of this article and that the parent could not have reasonably known of the violation.
- (3) A person commits an offense if the person performs an act prohibited by this article or fails to perform an act required by this article. Each instance of a violation of this article is a separate offense.
- (4) If a person is convicted for three or more violations of this article within a 12-month period, water service may be disconnected or restricted.
- (5) During phases 3 or 4, the city reserves the right to perform an emergency disconnection for violations of nonessential water uses, regardless of previous violations.
- (6) The city's authority to seek injunctive or other civil relief available under the law is not limited by this article.

§ 13.09.015 Variances.

- (a) The city manager or city manager's designee may grant variances:
 - (1) From specific applications of the outdoor water schedule, providing that the variances

do not increase the time allowed for watering but rather alter the schedule for watering; and

- (2) Allowing the use of alternative water sources (i.e., groundwater, reclaimed wastewater) that do not increase demand on potable water sources for outdoor use. Variance requests may be submitted to staff and need not meet the requirements of subsection **(b)** below.
- (b) The city manager or city manager's designee may, in writing, grant temporary variance for existing water uses otherwise prohibited under this plan if it is determined that failure to grant such variance would cause an emergency condition adversely affecting the health, sanitation, or fire protection for the public or the person requesting such variance and if one or more of the following conditions are met:
 - (1) Compliance with this plan cannot be technically accomplished during the duration of the water supply shortage or other condition for which the plan is in effect.
 - (2) Alternative methods can be implemented which will achieve the same level of reduction in water use.
- (c) Persons requesting variance from the provisions of this article shall file a petition for variance with the city within five (5) working days after the plan or a particular drought response phase has been invoked. All petitions for variances shall be reviewed by the city manager or city manager's designee, and shall include the following:
 - (1) Name and address of the petitioner(s);
 - (2) Purpose of water use;
 - (3) Specific provision(s) of the plan from which the petitioner is requesting relief;
 - (4) Detailed statement as to how the specific provision of the plan adversely affects the petitioner or what damage or harm will occur to the petitioner or others if the petitioner complies with the plan;
 - (5) Description of the relief requested;
 - (6) Period of time for which the variance is sought;
 - (7) Alternative water use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of this plan and compliance date; and
 - (8) Other pertinent information.
- (d) Variances granted by the city shall be subject to the following conditions, unless waived or

modified by the city manager or city manager's designee:

- (1) Variances granted shall include a timetable for compliance.
 - (2) Variances granted shall expire when the specific provision of the plan from which the petitioner requested relief is no longer in effect or prior to expiration if, the petitioner has failed to meet specified requirements.
- (e) No variance shall be retroactive or otherwise justify any violation of this plan occurring prior to the issuance of the variance.

Section 3. Conflicting Ordinances. Article 13.09, Leander Code of Ordinances is amended as provided herein. All ordinances or parts thereof conflicting or inconsistent with the provisions of this ordinance as adopted herein, are hereby amended to the extent of such conflict. In the event of a conflict or inconsistency between this ordinance and any other code or ordinance of the City, the terms and provisions of this ordinance shall govern.

Section 4. Savings Clause. All rights and remedies of the City of Leander are expressly saved as to any and all violations of the provisions of any ordinances affecting water conservation and drought contingency regulations within the City which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

Section 5. Effective Date. This ordinance shall take effect immediately from and after its passage and publication in accordance with the applicable provisions of the Tex. Loc. Gov't. Code and the City Charter.

Section 6. 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 7. Open Meetings. It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED on the _____ day of _____, 2024.

THE CITY OF LEANDER, TEXAS

ATTEST:

Christine DeLisle, Mayor

Dara Crabtree, City Secretary

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS AMENDING ARTICLE 13.09.011(E) OF THE LEANDER CODE OF ORDINANCES TO ADDRESS MEASURES THAT WHOLESALE WATER CUSTOMERS ARE REQUIRED TO TAKE DURING CONSERVATION PHASE 2 OF THE WATER CONSERVATION AND DROUGHT CONTINGENCY PLAN; PROVIDING A SEVERABILITY CLAUSE, PROVIDING SAVINGS, EFFECTIVE DATE AND OPEN MEETINGS CLAUSES, AND PROVIDING FOR RELATED MATTERS.

WHEREAS, water is a scarce resource and the City of Leander, Texas (the “City”) desires to continue to implement water conservation measures to help ensure adequate water supply for the current and future population of the City;

WHEREAS, the review and update of water conservation and drought contingency regulations is reasonable and necessary for the public health, safety, and welfare;

WHEREAS, the regulations adopted herein promote the preservation of a scarce resource during drought conditions and are reasonable and necessary for the public health, safety, and welfare;

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. The City Council hereby further finds and determines that the rules, regulations, terms, conditions, provisions and requirements of this ordinance are reasonable and necessary to protect the public health, safety and quality of life.

Section 2. Amendment of Article 13.09.011(e). Section 13.09.011(e) of the City of Leander Code of Ordinances is hereby amended in its entirety to read as follows:

- (e) Wholesale. The city will keep wholesale treated water customers informed about demand and current and projected supply conditions. The city will initiate **pro-rata curtailment of water deliveries to or diversions by** ~~discussions with~~ wholesale treated water customers about potential curtailment and implementation of mandatory measures to reduce all nonessential water uses **as provided in Texas Water Code Section 11.039. Additionally, all new, renewed, or extended wholesale water contracts will include a provision stipulating that water distribution will occur on a pro-rata basis in the event of a water shortage resulting from drought in accordance with Texas Water Code Section 11.039.**

ARTICLE 13.09
WATER CONSERVATION AND DROUGHT CONTINGENCY PLAN

§ 13.09.001 Declaration of policy, purpose and intent.

- (a) In order to conserve the available water supply and protect the integrity of water supply facilities, with particular regard for domestic water use, sanitation, and fire protection, and to protect and preserve public health, welfare, and safety and minimize the adverse impacts of extreme drought, periods of abnormally high water usage, system contamination, or extended reduction in ability to supply water due to equipment failure, facility construction delays, water supply shortage or other water supply emergency conditions, the city hereby adopts the following regulations and restrictions on the delivery and consumption of water (“the plan”).
- (b) Water uses regulated or prohibited under this article are considered to be nonessential and continuation of such uses during times of water shortage or other emergency water supply condition deemed to constitute a waste of water which subjects the offender(s) to penalties as defined in section **13.09.014** of this article.

§ 13.09.002 Public involvement.

Opportunity for the public to provide input into the preparation of plan was provided by the City by means of notifying the public in the agenda posted on the city’s website and at city hall at least 72-hours in advance of the regularly scheduled meeting at which the council considered the plan. A copy of the proposed plan was included in the agenda materials available to the public on the City’s website. The City accepted any public comments provided by email before the meeting and in person at the meeting.

§ 13.09.003 Public education.

The city will periodically provide the public with information about the plan, including information about the conditions under which each phase of the plan is to be initiated or terminated and the drought response measures to be implemented in each phase. This information may be provided by, but is not limited to, public meeting, media releases, bill inserts, website announcements, digital platform messages, or other similar methods of mass communication.

§ 13.09.004 Coordination with regional water planning groups.

The service area of the city is located within Regional Water Planning Group (RWPG) G, Brazos River Authority, and the city has given this plan to the Lower Colorado River Authority, and the Brazos River Authority.

§ 13.09.005 Authority to implement response measures.

In the event of unusual operational events, catastrophic occurrences, severe weather events, or

other public emergencies, or if required by the LCRA DCP, the city manager or city manager's designee may implement mandatory water restrictions in addition to those set out in this article. The city manager or city manager's designee is hereby authorized and directed to implement the applicable provisions of this article upon determination that such implementation is necessary to protect public health, safety and welfare. The city manager or city manager's designee shall have the authority to initiate or terminate drought or other water supply emergency response measures as described in this article. Unless otherwise specified by the city manager, the city manager's primary designee is the public works director and the alternate designee is the city engineer.

§ 13.09.006 Notice of implementation of mandatory provisions.

The city shall notify the executive director of the state commission on environmental quality and the LCRA general manager in writing within five (5) business days of the implementation of any mandatory provisions of the drought contingency plan.

§ 13.09.007 Applicability.

The provisions of this plan shall apply to all persons, customers, and property utilizing water provided by the city. The terms "person" and "customer" as used in the plan include individuals, corporations, partnerships, associations and all other legal entities. The provisions of this article do not apply to:

- (1) Persons who use water from private wells;
- (2) Persons who use water from the city's reuse water system; or
- (3) Persons who otherwise use water from a source other than the city's water utility system.

§ 13.09.008 Definitions.

For the purposes of this plan, the following definitions shall apply:

BRA. - The Brazos River Authority or successor agency.

Conservation. - Those practices, techniques, and technologies that reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water or increase the recycling and reuse of water so that a supply is conserved and made available for future or alternative uses.

Customer. - Any person, company or organization using water supplied by the city.

Domestic water use. - Water use for personal needs or for household or sanitary purposes such as drinking, bathing, heating, cooking, sanitation, or for cleaning a residence, business, industry or institution.

Drought contingency plan (DCP) – A strategy or combination of strategies that a water supplier, such as a city, develops and implements to monitor and respond to a drought or other temporary water supply shortage that can severely disrupt the supply of water to customers.

Industrial water use. - The use of water in processes designed to convert materials of lower value into forms having greater usability and value, including the development of power by means other than hydroelectric.

Landscape irrigation. - Water used for the irrigation and maintenance of landscaped areas, whether publicly or privately owned, including residential and commercial lawns, gardens, parks, rights-of-way, and medians.

LCRA. - The Lower Colorado River Authority, or successor agency.

Nonessential water use. - Water uses that are neither essential nor required for the protection of public health, safety, and welfare, including, but not limited to:

- (1) Landscape irrigation, except as otherwise provided under this article;
- (2) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle;
- (3) Use of water to wash down any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
- (4) Use of water to wash down buildings or structures for purposes other than immediate fire protection;
- (5) Flushing gutters or permitting water to run or accumulate in any gutter or street;
- (6) The addition of water to a pool, Jacuzzi, or splash pad except where necessary to maintain the water purification system in service or to maintain structural integrity of the pool;
- (7) Use of water to fill, refill, or add to any wading pools, ornamental ponds, or similar structures;
- (8) Use of water in a fountain or pond for aesthetic or scenic purposes such as fountains, reflecting pools, and water gardens except where necessary to support aquatic life;
- (9) Failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s); and
- (10) Use of water from hydrants or flush valves for construction purposes or any other purposes other than firefighting.

System. - The combination of components of the water supply network that carry, store, or move potable water from a centralized treatment plant to water customers. Components include but are not limited to transmission lines, pumps, ground and elevated storage tanks.

TAC. - Texas Administrative Code.

TCEQ. - Texas Commission on Environmental Quality.

§ 13.09.009 Initiation and termination of water conservation and drought response phases.

- (a) The city manager or city manager's designee shall monitor the water supply and/or demand conditions on a daily basis and determine when conditions warrant initiation or termination of each phase of the plan. The city manager or city manager's designee is further authorized to determine and establish watering schedules that are different than those set forth in this article if the city manager or designee determines that conditions warrant a different watering schedule. The base water conservation plan, outlined in phase 1, shall be in force at all times unless subsequent phases are enacted. Water supply conditions will be determined by the source of supply, system capacity, and weather conditions. Water demand will be measured by the peak daily demands on the system.
- (b) The city manager or city manager's designee shall implement the applicable provisions of this article upon determination that such implementation is necessary to protect public health, safety and welfare.
- (c) The triggering criteria described below are based on information provided by LCRA and BRA; and are further based on known system capacity limits.
- (d) Public notification of the initiation or termination of water conservation and drought response phases shall be by one or more combination of methods which may include, but is not limited to, media releases, bill inserts, website announcements, digital platform messages, automated telephone calls, and signs posted at service area entry points.

§ 13.09.010 Conservation phase 1 - base conditions.

- (a) Water use requirements. Phase 1 base conditions will be in effect year-round.
 - (1) Notice(s) will be designed to increase customer awareness of water conservation and encourage the most efficient use of water. The city shall keep a copy of the current public announcement on water conservation awareness on file and available for inspection by TCEQ.
- (b) City actions. To manage supply, the city will:
 - (1) Continually review system operations, identify ways to improve system efficiency and accountability, and actively promote water conservation.
 - (2) Request water customers to voluntarily limit and reduce the use of water for nonessential purposes and to practice water conservation.
 - (3) Establish mechanisms to remind water customers to practice water conservation year-round.

(c) Customer actions. Under threat of penalty for violation, the following conditions shall apply to all retail water customers:

- (1) It is unlawful for any customer to waste water through use that serves no practical purpose. Such water waste includes the failure to repair a leak, either inside or outside a home, building, or facility, within a reasonable time, not to exceed 60 days from the date that a notice was provided about the leak resulting in water runoff or accumulation in a street, gutter, or parking lot.
- (2) Automatic Irrigation System Audits. Homeowners' associations and non-residential lot owners must cause their automatic irrigation systems to be inspected by a person licensed under V.T.C.A., Occupations Code § 1903.251, as amended, and V.T.C.A., Water Code Ch. 37, as amended, (unless a statutory exemption to the licensing requirements applies, in which case the reason for the exemption must be clearly stated) every year to verify compliance with this article and state law. The City shall be authorized discontinue water service to the premises if the homeowners' association or non-residential lot owner does not submit proof of the inspection, and completion of any required repairs, to the City on the City's request.
- (3) Residential water customers who choose to use water for landscape irrigation may only do so in accordance with a twice-weekly watering schedule on designated days, shown below, and designated times, shown in part (5) of this section, or as otherwise determined and established by the city manager or designee:

Residential – Phase 1		
Automatic Irrigation Systems, Hose-End Sprinklers, Soaker Hoses, and Drip Irrigation		
Last Digit of Meter Address	Allowed Watering Day(s)	Allowed Watering Hours
2, 4	Monday and/or Thursday	Midnight to 7 a.m. 7 p.m. to Midnight
1, 5, 9	Tuesday and/or Friday	
6, 8	Wednesday and/or Saturday	
0, 3, 7	Thursday and/or Sunday	

- (4) Commercial, multi-family, and homeowners association water customers who choose to use water for landscape irrigation may only do so in accordance with a once-weekly watering schedule on designated days, shown below, and designated times, shown in

part (5) of this section, or as otherwise determined and established by the city manager or designee:

Commercial/HOA/Multi-Family – Phase 1		
Automatic Irrigation Systems, Hose-End Sprinklers, Soaker Hoses, and Drip Irrigation		
Last Digit of Meter Address	Allowed Watering Day	Allowed Watering Hours
2, 4	Monday	Midnight to 7 a.m. 7 p.m. to Midnight
1, 5	Tuesday	
6	Wednesday	
0	Thursday	
9	Friday	
8	Saturday	
3, 7	Sunday	

- (5) Landscape irrigation by way of automatic systems, hose-end sprinklers, soaker hose, or drip irrigation is limited to the hours from 12:00 a.m. (midnight) to 7:00 a.m. and from 7:00 p.m. to 12:00 a.m. (midnight), in accordance with the applicable watering schedules and designated watering days or as otherwise determined and established by the city manager or designee. Watering hours apply to all irrigation methods listed above to include landscape establishment for new construction.
- (6) Landscape irrigation limits do not apply if the irrigation is performed:
 - (A) By means of a hand-held hose.
 - (B) At a commercial plant nursery.
 - (C) During the testing of new irrigation system installation or existing irrigation system repair.
- (7) Requests for one-time variances to conservation measures may be considered by the city on a case-by-case basis and may be granted for up to 21 days for new lawn installations. A variance may be requested in accordance with the procedures set forth in Section 13.09.015. However, irrigation of new law installation authorized under this

exception provision is still limited to the watering hours of 7:00 p.m. to 7:00 a.m. Variances will not be granted in the months of June, July, or August.

§ 13.09.011 Conservation phase 2 - water use reduction.

- (a) Triggers. Customers shall adhere to phase 2 conditions when one or more of the following occurs:
 - (1) Total daily water demand equals or exceeds 90% of the total operation system treatment capacity for 3 consecutive days;
 - (2) Total daily water demand equals or exceeds 90% of the firm capacity of key pump stations for 3 consecutive days;
 - (3) The total combined storage of Lake Travis and Lake Buchanan reaches 900,000 acre-feet;
 - (4) On March 1 or July 1, the total combined storage in Lakes Buchanan and Travis is below 1.1 million acre-feet and the cumulative prior three months of inflows total to those lakes is less than the 25th percentile of historic inflows for the three-month periods; or
 - (5) The city manager or city manager's designee determines that phase 2 response measures are necessary to protect public health, safety, and welfare.
- (b) Demand reduction target. Phase 2 response measures are designed to achieve a 20% reduction in water use.
- (c) City actions. To manage supply, the city will:
 - (1) Discontinue water main and line flushing unless necessary to maintain regulatory compliance or for protection of the public health, safety, and welfare.
 - (2) Visually inspect lines on a regular basis and repair leaks.
 - (3) Suspend hydrant testing.
 - (4) Suspend the following city operations:
 - (A) Vehicle washing.
 - (B) Street cleaning.
 - (C) Landscape irrigation in city parks except by hand-held hose. The city may continue irrigation by way of automatic systems or hose-end sprinklers for up to 21 days only when necessary to salvage new installations.
 - (5) Increase efforts to inform the public on water conservation strategies including:
 - (A) Conduct a monthly review of customer use records;

- (B) Contact customers with unusually high usage to help identify potential leaks and provide customers with water saving tips and practices to better manage water use and reduce monthly costs.
- (d) Customer actions. Under threat of penalty for violation, the following phase 2 response measures shall apply to all retail water customers:
- (1) Residential, commercial, multifamily, and homeowners association water customers who choose to use water for landscape irrigation may only do so in accordance with a once-weekly watering schedule on designated days, shown below, and designated times, shown in section **13.09.010(c)(5)**, or as otherwise determined and established by the city manager or designee:

All Categories – Phase 2 (Residential/Commercial/HOA/Multi-Family)		
Automatic Irrigation Systems, Hose-End Sprinklers, Soaker Hoses, and Drip Irrigation		
Last Digit of Meter Address	Allowed Watering Day	Allowed Watering Hours
2, 4	Monday	Midnight to 7 a.m. 7 p.m. to Midnight
1, 5	Tuesday	
6	Wednesday	
0	Thursday	
9	Friday	
8	Saturday	
3, 7	Sunday	

- (2) Landscape irrigation limits do not apply if the irrigation is performed:
- (A) By means of a hand-held hose.
- (B) At a commercial plant nursery.
- (C) During the testing of new irrigation system installation or existing irrigation system repair.

- (3) Other nonessential water uses are prohibited except under the following circumstances:
 - (A) Use of water from hydrants or flush valves for construction purposes.
 - (B) The washing of vehicles or boats at a commercial car wash facility. If washing of vehicles or boats occurs at a residence, or as part of a charity or fundraising event held on a commercial property, it must occur on the property's designated watering day as defined in subsection (d) of this section. Such activity, when allowed, shall be done with a hand-held bucket or hand-held hose equipped with a positive shutoff nozzle.
- (e) Wholesale. The city will keep wholesale treated water customers informed about demand and current and projected supply conditions. The city will initiate pro rata curtailment of water deliveries to or diversions by wholesale water customers as provided in Texas Water Code, §11.039. Additionally, all new, renewed, or extended wholesale water contracts will include a provision stipulating that water distribution will occur on a pro rata bases in the event of a water shortage resulting from drought in accordance with Texas Water Code, §11.039.
- (f) Termination. Phase 2 may be rescinded when one or more of the following occurs:
 - (1) The water treatment plant capacity conditions listed above as a triggering event have ceased to exist for five (5) consecutive days;
 - (2) The total combined storage of Lakes Travis and Buchanan is greater than 1.1 million acre-feet;
 - (3) The city manager or city manager's designee determines that the applicable provisions are no longer necessary to protect public health, safety, and welfare; or
 - (4) Upon termination of phase 2, the city publicly announces to its customers the end of phase 2 and return to phase 1 conditions.

§ 13.09.012 Conservation phase 3 - water emergency.

- (a) Triggers. Customers shall adhere to phase 3 conditions when one or more of the following occurs:
 - (1) Total daily water demand equals or exceeds 95% of the total operation system treatment capacity for three (3) consecutive days;
 - (2) Total daily water demand equals or exceeds 95% of firm capacity of pump stations for three (3) consecutive days;
 - (3) The total combined storage of Lakes Travis and Buchanan reaches 750,000 acre-feet.
 - (4) The city manager or city manager's designee determines that phase 3 response

measures are necessary to protect public health, safety, and welfare.

- (b) Demand reduction target. Phase 3 response measures are designed to achieve a 50% reduction in water use.
- (c) City actions. To manage supply, the city will, in addition to phase 2 response measures:
 - (1) Explore emergency water supply options, which may include arranging for the emergency purchase of water from utilities for which there exists proper agreements for such purchase;
 - (2) Increase efforts to inform the public on water conservation strategies;
 - (3) Increase the detection and repair of water leaks in the distribution system;
 - (4) Read water meters as necessary to ensure compliance with this program for the benefit of all the customers.
 - (5) Cease or direct shutoff of all landscape irrigation at City-owned facilities, rights-of-way, public park areas, and public landscape areas.
- (d) Customer actions. Under threat of penalty for violation, phase 2 response measures, along with the following measures which may supersede, shall apply to all retail water customers:
 - (1) Landscape irrigation is prohibited except by means of a hand-held hose.
 - (2) Industrial water uses are prohibited except for some limited uses as deemed necessary by the city manager or city manager's designee to protect public health, safety, and welfare.
- (e) Wholesale. The city will contact its wholesale treated water customers to initiate mandatory measures to control water demand and to ensure capacity for emergency response requirements. Mandatory measures will include the curtailment of nonessential water uses in accordance with the wholesale water customer's own drought contingency plan.
- (f) Terminations. Phase 3 may be rescinded when one or more of the following occurs:
 - (1) The water treatment plant capacity condition listed above as a triggering event has ceased to exist for five (5) consecutive days;
 - (2) The total combined storage of Lakes Travis and Buchanan reaches 825,000 acre-feet;
 - (3) The city manager or city manager's designee determines that phase 3 response measures are no longer necessary to protect public health, safety, and welfare; or
 - (4) Upon termination of phase 3, the city publicly announces to its customers the end of

phase 3 and return to phase 2 conditions.

§ 13.09.013 Conservation phase 4 - critical water conditions and/or water system failure.

- (a) Triggers. Customers shall adhere to the phase 4 response measures when one or a combination of the following occurs:
 - (1) Major water line breaks or pump system failures that cause substantial loss of ability to provide water service;
 - (2) Natural or man-made contamination of the water supply source;
 - (3) The total combined storage of Lakes Travis and Buchanan reaches 600,000 acre-feet, and the LCRA Board declares a prolonged drought worse than the Drought of Record or other water supply emergency and orders the mandatory curtailment of firm water supplies.
 - (4) Water demand approaches a reduced delivery capacity for all or part of the system, creating a situation in which water system demand exceeds water system capacity, for an extended length of time, as determined by the city manager or his/her designee;
 - (5) The city manager or city manager's designee determines that phase 4 response measures are necessary to protect public health, safety, and welfare.
- (b) Demand reduction target. Phase 4 response measures are designed to limit the daily water demand to no more than 50% capacity.
- (c) City actions. To manage supply, the city will, in addition to phase 3 response measures:
 - (1) Assess the severity of the problem and identify the actions needed and time required to resolve the problem.
 - (2) Issue applicable public notifications and messaging as to the water system or source failure.
 - (3) Severely restrict or prohibit, as appropriate, all water system uses in the affected service area.
 - (4) Read meters as often as needed to ensure program compliance for the benefit of all customers.
 - (5) Direct shutoff of existing and cease issuance of new bulk water meters.
 - (6) Cease acceptance of permit applications or issuance of permits for new, additional, or expanded irrigation systems.

- (7) Cease acceptance of permit applications for new, additional, or expanded swimming pools.
- (8) Initiate emergency interconnects or alternative supply arrangements.
- (9) Implement any additional measures deemed necessary by the city manager or city manager's designee to ensure water system demand reductions necessary to protect public health, safety, and welfare.
- (d) Customer actions. Under threat of penalty for violation, phase 3 response measures, along with the following measure which may supersede, shall apply to all retail water customers:
 - (1) Use of water is restricted as deemed necessary to meet the emergency as implemented by the city manager or designee, or the City Council.
- (e) Wholesale. The city will direct its wholesale treated water customers to initiate mandatory measures to control water demand and to ensure capacity for emergency response requirements. The city manager or city manager's designee may cease water supply to the wholesale water customer.
- (f) Termination. Phase 4 may be rescinded when one or more of the following occurs:
 - (1) The water system failure conditions listed above as a triggering event has ceased to exist for five (5) consecutive days.
 - (2) The total combined storage of Lakes Travis and Buchanan is greater than 600,000 acre-feet for 1 month with an increasing trend, and/or the LCRA announces that mandatory Stage 4 water restrictions for firm water customers are no longer required in accordance with the LCRA DCP, and LCRA ceases curtailment of water supply for Leander.
 - (3) The city manager or city manager's designee determines that phase 4 response measures are no longer necessary to protect public health, safety, and welfare.
 - (4) Upon termination of phase 4, the city publicly announces to its customers the end of phase 4 and return to phase 3 conditions.

§ 13.09.014 Enforcement; penalty; termination of water service.

- (a) Compliance. No person or entity shall recklessly, knowingly, or intentionally allow the use of water from the city for residential, commercial, industrial, agricultural, governmental or any other purpose in a manner contrary to any provision of this article, or in an amount in excess of that permitted by the drought response phase in effect at the time pursuant to action taken by the city manager, or his/her designee, in accordance with provisions of this plan.
- (b) Administrative violation procedures.
 - (1) Penalties. Except as otherwise stated herein, each violation of this plan within a 12-month period may be enforced as an administrative violation pursuant to the following:

Violation	Residential Customer	Commercial Customer
First offense	Courtesy warning	Courtesy warning
Second offense	\$50.00	\$200.00
Third offense	\$100.00	\$400.00
Fourth and subsequent offense(s)	\$200.00, and non-emergency disconnection	\$1,000.00, and non-emergency disconnection

- (2) Penalties during conservation phase 4. Each violation of this plan that occurs within a 12-month period during conservation phase 4 may be enforced as an administrative violation pursuant to the following:

Violation	Residential Customer	Commercial Customer
First offense	Courtesy warning	Courtesy warning
Second and subsequent offense(s)	\$1,000.00, and emergency disconnection*	\$1,000.00, and emergency disconnection*

** Water service may be disconnected under the emergency disconnection procedures set forth in subsection (d)(1) below for a second violation of this article that occurs during conservation phase 4.*

- (3) Notice of first offense. If the city manager, or city manager's designee reasonably believes that a person or entity has violated this plan, then a notice of first offense shall be in writing and include the name and address of the alleged offender, a location and description of the alleged offense and a description of the administrative fees for subsequent violations. This notice will be mailed or hand delivered to the alleged offender's utility billing address.
- (4) Notice of second and/or subsequent offense. If the city manager or city manager's designee reasonably believes that a person or entity has violated this plan again subsequent to and within a 12-month period immediately following the date of the preceding offense, then a notice of second offense will be mailed containing the same information as described in the preceding subsection and a description of the administrative fee for the offense. This notice will be mailed to the alleged offender's utility billing address.
- (5) Appeal of administrative offense.

- (A) An alleged offender may appeal an administrative offense as set forth in this article. They request of an appeal shall not suspend or delay an alleged offender's obligation to pay current outstanding utility or administrative fees. Upon successful appeal of an offense, the city will refund administrative fees paid by the alleged offender.
 - (B) The alleged offender may request a hearing regarding the administrative offense and fee with the municipal court judge, who is hereby designated as the hearing officer pursuant to V.T.C.A., Local Government Code § 54.044, by submitting a written request to the address shown on the citation or notice of violation within 15 days of the date of the notice of the offense. The hearing shall be held in accordance with V.T.C.A., Local Government Code § 54.044.
- (6) Notices. All notices regarding alleged administrative offenses, including, without limitation, notices of offenses, appeal hearing and final review hearing decisions, shall be in writing and forwarded to the alleged offender via first class mail and/or certified mail, return receipt requested, to the alleged offender's current utility billing address. All notices delivered in this manner shall be deemed as received by the alleged offender within five (5) days of the mailing's postmark.
- (c) Enforcement as criminal violation. Alternatively, and at the city manager's discretion, any violation of this article may be enforced as a criminal violation in accordance with subsection (1) below.
 - (1) Criminal penalty. Any person who violates a provision of this article or fails to comply therewith or with any of the mandatory requirements thereof shall be deemed guilty of an offense and shall be liable for a fine not to exceed the sum of two thousand dollars (\$2,000.00). Each day the violation exists shall constitute a separate offense. Such penalty shall be in addition to all the other remedies provided herein.
- (d) Termination of water service; reconnection charge. The city manager or city manager's designee shall, upon due notice to the customer, be authorized to discontinue water service to the premises where such violations occur in accordance with this section. Services discontinued under such circumstances shall be restored only upon payment of the reinstatement fee set forth in the city's fee schedule, and any other costs incurred by the city in discontinuing service. In addition, suitable assurance must be given to the city that the same action shall not be repeated while the plan is in effect. Compliance with this article may also be sought through injunctive relief in the district court.
 - (1) Emergency termination. If an officer charged with enforcement of this article determines that a violation of this article constitutes an immediate threat to the public health, safety and welfare, and the owner, occupant, or person in control of the property (the "responsible party") is absent or fails to immediately remedy the violation, the officer may terminate water services to such property. The city manager or designee shall hold a hearing within 72 hours after termination of service to determine whether

the responsible party violated this article, unless a later hearing date is requested by the responsible party or the responsible party is unable to be located, in which case the hearing shall be held as soon as possible. Promptly after terminating service, the officer charged with enforcement of this article shall give the responsible party written notice of the termination and hearing, by personal delivery or posting notice of the hearing on or near the front door of each building on the property, or at the Property Manager's door if available. If it is determined at the hearing that the responsible party did not violate this article, the responsible party's utilities shall be immediately reconnected without charge to the responsible party.

- (2) Non-emergency termination. An officer charged with enforcement of this article who determines that a violation of this article is present may seek termination of water service to the property at which the violation is present after notice and hearing as provided in this subsection. The officer charged with enforcement of this article shall give written notice of the violation of this article to the responsible party and the requirement that the violation be remedied within ten (10) days or water service will be disconnected, such notice to be given by mail or by personal delivery. If the responsible party fails to remedy the violation within the time specified in the notice, the officer charged with enforcement of this article may terminate water service. The responsible party may request a hearing by the city manager regarding termination of service. Written notice of the time and date of the hearing shall be given to the responsible party at least ten days before the hearing date. Notice required by this subsection shall be in writing and delivered to the responsible party by in-person service, or by mail to the responsible party at his/her post office address.
- (3) Determination at hearing; appeals. If the city manager determines at a hearing held under subsection (1) or (2) above that the responsible party did not violate this article, the responsible party's utilities shall be immediately reconnected without charge to the responsible party. If it is determined that the responsible party violated this article, as appropriate, water service shall not be reconnected until the responsible party remedies the violation of this article and pays all required reconnection fees. The city manager's decision may be appealed to the city council in writing within ten days of the city manager's decision.

(e) Responsibility for violation.

- (1) For purposes of this article, the person or customer in whose name the utility billing office last billed or who is receiving the economic benefit of the water supply is presumed to have knowingly made, caused, used or permitted the use of water received from the city for residential, commercial, industrial, agricultural, governmental or any other purpose in a manner contrary to any provision of this article and proof that the violation occurred on the person's or customer's property shall constitute a rebuttable presumption that the person or customer committed the violation.

- (2) Any person, including a person classified as a water customer of the city, in apparent control of the property where a violation occurs or originates shall be presumed to be the violator, and proof that the violation occurred on the person's property shall constitute a rebuttable presumption that the person in apparent control of the property committed the violation, but any such person shall have the right to show that he/she did not commit the violation. Parents or custodian shall be presumed to be responsible for violations of their minor children, and proof that a violation, committed by a child, occurred on property within the parent's or custodian's control shall constitute a rebuttable presumption that the parent committed the violation, but any such parent may be excused if he/she proves that he/she had previously directed the child not to use the water as it was used in violation of this article and that the parent could not have reasonably known of the violation.
- (3) A person commits an offense if the person performs an act prohibited by this article or fails to perform an act required by this article. Each instance of a violation of this article is a separate offense.
- (4) If a person is convicted for three or more violations of this article within a 12-month period, water service may be disconnected or restricted.
- (5) During phases 3 or 4, the city reserves the right to perform an emergency disconnection for violations of nonessential water uses, regardless of previous violations.
- (6) The city's authority to seek injunctive or other civil relief available under the law is not limited by this article.

§ 13.09.015 Variances.

- (a) The city manager or city manager's designee may grant variances:
 - (1) From specific applications of the outdoor water schedule, providing that the variances do not increase the time allowed for watering but rather alter the schedule for watering; and
 - (2) Allowing the use of alternative water sources (i.e., groundwater, reclaimed wastewater) that do not increase demand on potable water sources for outdoor use. Variance requests may be submitted to staff and need not meet the requirements of subsection **(b)** below.
- (b) The city manager or city manager's designee may, in writing, grant temporary variance for existing water uses otherwise prohibited under this plan if it is determined that failure to grant such variance would cause an emergency condition adversely affecting the health, sanitation, or fire protection for the public or the person requesting such variance and if one or more of the following conditions are met:

- (1) Compliance with this plan cannot be technically accomplished during the duration of the water supply shortage or other condition for which the plan is in effect.
 - (2) Alternative methods can be implemented which will achieve the same level of reduction in water use.
- (c) Persons requesting variance from the provisions of this article shall file a petition for variance with the city within five (5) working days after the plan or a particular drought response phase has been invoked. All petitions for variances shall be reviewed by the city manager or city manager's designee, and shall include the following:
- (1) Name and address of the petitioner(s);
 - (2) Purpose of water use;
 - (3) Specific provision(s) of the plan from which the petitioner is requesting relief;
 - (4) Detailed statement as to how the specific provision of the plan adversely affects the petitioner or what damage or harm will occur to the petitioner or others if the petitioner complies with the plan;
 - (5) Description of the relief requested;
 - (6) Period of time for which the variance is sought;
 - (7) Alternative water use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of this plan and compliance date; and
 - (8) Other pertinent information.
- (d) Variances granted by the city shall be subject to the following conditions, unless waived or modified by the city manager or city manager's designee:
- (1) Variances granted shall include a timetable for compliance.
 - (2) Variances granted shall expire when the specific provision of the plan from which the petitioner requested relief is no longer in effect or prior to expiration if, the petitioner has failed to meet specified requirements.
- (e) No variance shall be retroactive or otherwise justify any violation of this plan occurring prior to the issuance of the variance.

Section 3. Conflicting Ordinances. Article 13.09, Leander Code of Ordinances is amended as provided herein. All ordinances or parts thereof conflicting or inconsistent with the provisions of this ordinance as adopted herein, are hereby amended to the extent of such conflict. In the event

of a conflict or inconsistency between this ordinance and any other code or ordinance of the City, the terms and provisions of this ordinance shall govern.

Section 4. Savings Clause. All rights and remedies of the City of Leander are expressly saved as to any and all violations of the provisions of any ordinances affecting water conservation and drought contingency regulations within the City which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

Section 5. Effective Date. This ordinance shall take effect immediately from and after its passage and publication in accordance with the applicable provisions of the Tex. Loc. Gov't. Code and the City Charter.

Section 6. 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 7. Open Meetings. It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED on the _____ day of _____, 2024.

THE CITY OF LEANDER, TEXAS

ATTEST:

Christine DeLisle, Mayor

Dara Crabtree, City Secretary



EXECUTIVE SUMMARY
7/9/2024

AGENDA SUBJECT:

Conduct a Public Hearing regarding Zoning Case Z-24-0116 to amend the current zoning of Interim SFS-2-B (Single-Family Suburban) and Interim SFR-1-B (Single-Family Rural) to GC-3-A (General Commercial) on three (3) parcels of land approximately 13.5 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R032163, R032164, and R032168; and generally located southwest of the intersection of Hero Way West and Lakeline Boulevard, approximately 560 feet west of Lakeline Boulevard, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-24-0116 as described above.

BACKGROUND:

This request is the second step in the zoning process.

HISTORY/TIMELINE:

11/06/2002 & 12/20/2006 – Annexed into City Limits
06/13/2024 – Planning & Zoning, 1st Public Hearing

APPLICANT/AGENT:

SEC Planning, LLC. (Peter Verdicchio and Gary Jueneman) on behalf of Hero Way Corner, LLC. (Kiran Kumar Nakirikanti) and Aurora Fortune Investments, LLC. (Srinivasa Buddha)

RECOMMENDATION:

Staff recommends approval of this request. During the meeting of June 13, 2024, the Planning & Zoning Commission unanimously recommended approval.

PRESENTER:

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

Fiscal Impact

Attachments:

1. Z-24-0116 Att 1 Planning Analysis - Aurora Tract
2. Z-24-0116 Att 2 Current Zoning - Aurora Tract
3. Z-24-0116 Att 3 FLU Map - Aurora Tract

4. Z-24-0116 Att 4 Public Notification - Aurora Tract
5. Z-24-0116 Att 5 Proposed Zoning - Aurora Tract
6. Z-24-0116 Att 6 Aerial Map - Aurora Tract
7. Z-24-0116 Att 7 Lettter of Intent - Aurora Tract
8. Z-24-0116 Att 8 Neighborhood Outreach - Aurora Tract
9. Z-24-0116 Att 9 Ordinance
10. Z-24-0116 Att 10 6.13.2024 P & Z Minutes



PLANNING ANALYSIS

ZONING CASE Z-24-0116
AURORA TRACT

GENERAL INFORMATION

Owner/Agent: SEC Planning, LLC. (Peter Verdicchio and Gary Jueneman) on behalf of Hero Way Corner, LLC. (Kiran Kumar Nakirikanti) and Aurora Fortune Investments, LLC. (Srinivasa Buddha).

Current Zoning: Interim SFR-1-B (Single-Family Rural)
Interim SFS-2-B (Single-Family Suburban)

Proposed Zoning: GC-3-A (General Commercial)

Size and Location: The property is located approximately 560 feet southwest of Hero Way West and Lakeline Boulevard, including approximately 13.5 acres.

Staff Contact: Michael Chenausky, AICP
Senior Planner

APPLICANT REQUEST

The applicant has submitted a request to change the designated zoning district of their property in order to develop the property as commercial.

STAFF CONCLUSIONS

Y N

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

SITE INFORMATION:

ABUTTING ZONING AND LAND USE:

	ZONING	LAND USE
NORTH	Interim SFR-1-B, SFS-2-B	Undeveloped
EAST	Interim SFS-2-B	Undeveloped
SOUTH	Interim SFR-1-B, ETJ	Single-Family Residential, Undeveloped
WEST	Interim SFR-1-B, ETJ	Church, Single-Family Residential (Apple Springs Subdivision)

SURROUNDING AREA:

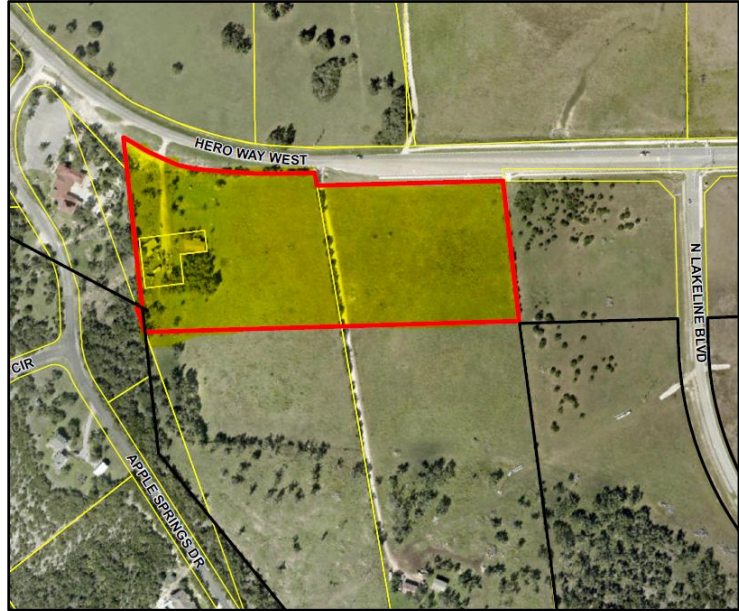
This property is located east of the Apple Springs Subdivision and southwest of the Hero Way and Lakeline Blvd. intersection. The properties directly to the northeast and southeast are currently undeveloped.

PHYSICAL AND NATURAL FEATURES:

This property currently has a single-family house on site.

PROPERTY HISTORY:

The parcel zoned as Interim SFS-2-B was annexed into the City of Leander on 11/02/2002 and the remaining Interim SFR-1-B parcels were annexed on 12/20/2006.

**PREVIOUS ZONING CASES:**

No previous zoning cases submitted for this property.

MAJOR CORRIDORS:

This property has access onto Hero Way West.

TRANSPORTATION PLAN REQUIREMENTS:

This proposal does not include the construction of new roads.

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

STREET	CLASSIFICATION	LAND USE CONTEXT	DESIGN ELEMENTS
Hero Way W.	Arterial	Commercial	126' ROW 6-Lane 10' sidewalk

SUBDIVISIONS:

No subdivision cases were previously submitted for this property:

EXISTING UTILITIES:

This property has access to water across Hero Way West (Figure 1), but will need to extend wastewater to the property (Figure 2).

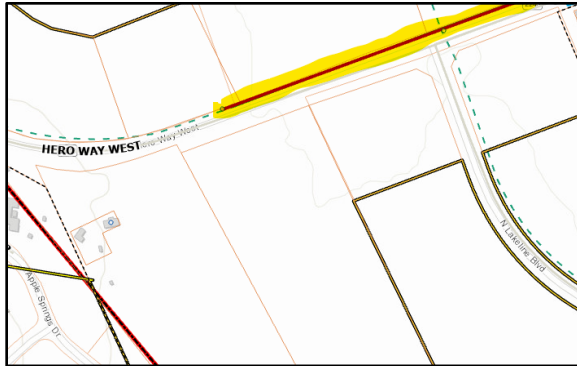


Figure 1 Water System



Figure 2 Wastewater System

CURRENT LAND USES:

This property is currently being used as a single-family residence.

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

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

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

SITE COMPONENT**TYPE 3:**

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

Intent:

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

ARCHITECTURAL COMPONENT**TYPE A:**

Features: 5 or more architectural features.

Intent:

- (1) The Type A architectural component is intended to be utilized for high quality developments or to provide variety as an additional option for portions of a residential development and may be utilized in or adjacent to single-family uses.
- (2) This component is intended to be utilized for single-family development that backs up to, or sides to, a major thoroughfare.

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

COMPREHENSIVE PLAN:

Applicable Comprehensive Plan goal statements

- Strategy 1.1: Guide future growth and development following the comprehensive plan to achieve a more balanced, diverse economy.
- Strategy 2.2: Facilitate quality commercial development through targeted marketing and a commitment by the City to help businesses grow and expand.

Applicable Future Land Use categories

ACTIVITY CENTER

- Activity Center areas are the major strategic commercial centers within the community. They are intended to provide opportunity for diverse retail, employment and mixed-use destinations at critical intersections to create dense, value-intense development. These centers are regional in nature and serve a population beyond Leander, and are found on major highways and arterials. Managing access and traffic in these high-volume areas will require planning and coordination.

In a changing retail environment, Activity Centers are designed to become community destinations with activities, amenities, shopping, restaurants and places to gather, live and work. These mixed-use centers complement neighborhood centers and the urban development around Leander Station. Individually, these centers are expected to have a differing balance of land use, design, and atmosphere based on their location and context. High-density apartments and lofts are appropriate if designed and connected to the larger mixed-use center.

The Activity Center land use is intended to be implemented using a strategically planned framework, typically a PUD. When multiple landowners exist without a unified development scheme, proposed projects should plan for future integration to balance the activity center area as much as possible.

Desired Mix: 70-100% Non-Residential, 0-30% Residential

INTERGOVERNMENTAL/INTERDEPARTMENTAL REVIEW:

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

SCHEDULE:

NOTIFICATION

- 05/23/2024 - Public Notice on Hill Country News
- 05/29/2024 - Mail Notification to Property Owners within 200'
- 05/29/2024 - Public Hearing Signage Posted on Property
- 06/13/2024 - Planning and Zoning Commission Public Hearing

07/09/2024 - City Council Public Hearing & First Reading of the Ordinance
07/18/2024 - City Council Second & Final Reading of the Ordinance

PUBLIC NOTIFICATION:

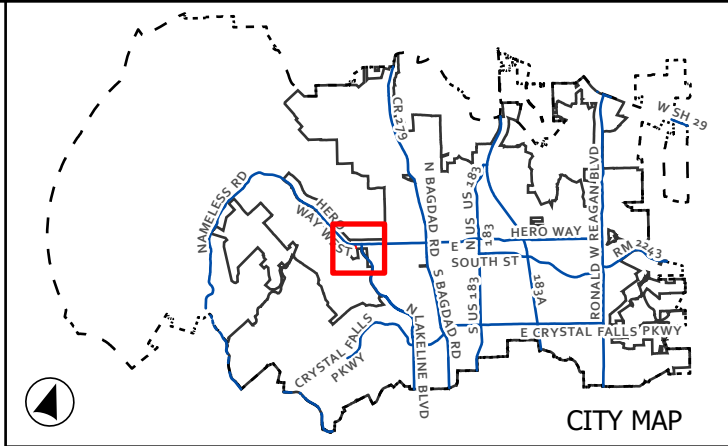
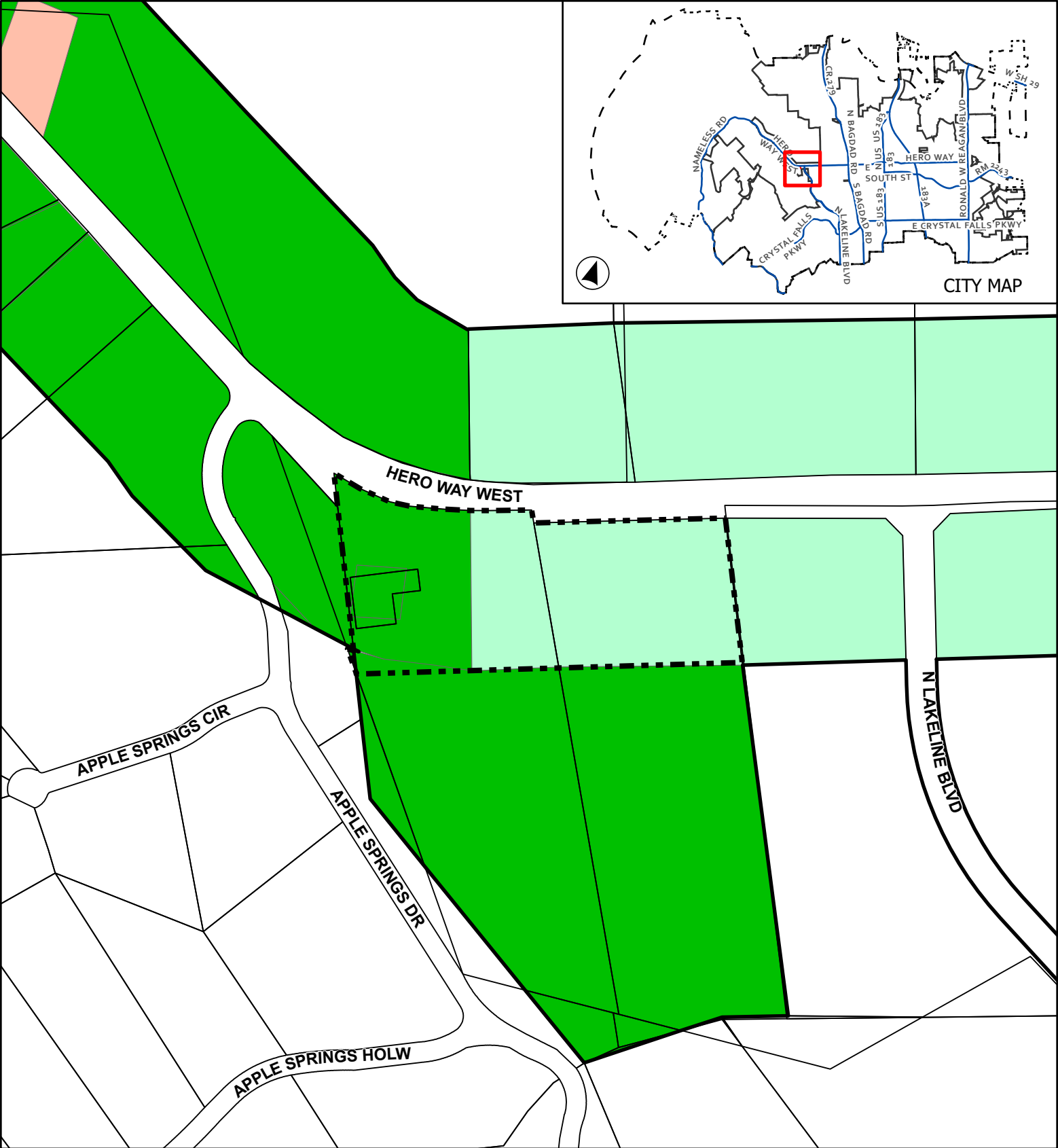
In addition to the notice mailed on behalf of the City to all property owners within 200', the agent reached out to all property owners of property zoned as single-family or any properties used as single-family uses within 500' as per Article X, Section 3 (d) of the Composite Zoning Ordinance. Any Homeowner's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

Neighborhood Outreach letters were sent out the week of 03/25/2024. On 05/22/2024 staff reached out to the applicant for an update and no additional feedback had been received at this time. No issues or concerns were provided in the summary and no changes were made following the outreach.

Please see the full report from the applicant attached.

APPROVAL CRITERIA:

The subject property is located just west of the intersection of two major arterial roadways Lakeline Boulevard and Hero Way West. The property falls within an Activity Center which is compatible with the proposed General Commercial use component. The properties directly north, south and east are currently undeveloped, while the properties to the west include a church and the existing Apple Springs subdivision. Staff supports this request.



CASE: Z-24-0116 ATTACHMENT 2 AURORA TRACT

Current Zoning

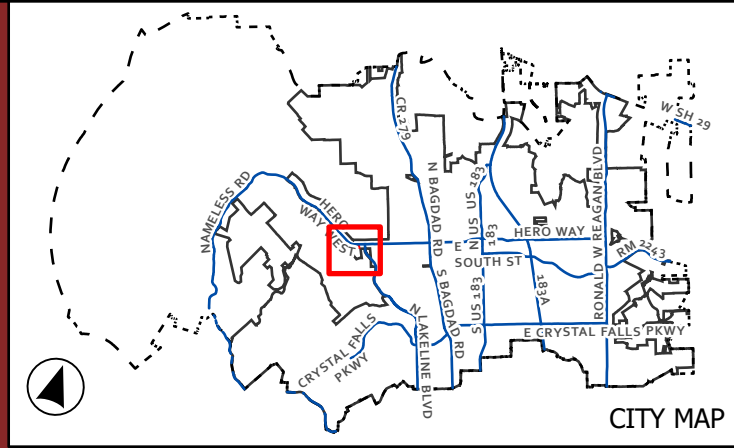
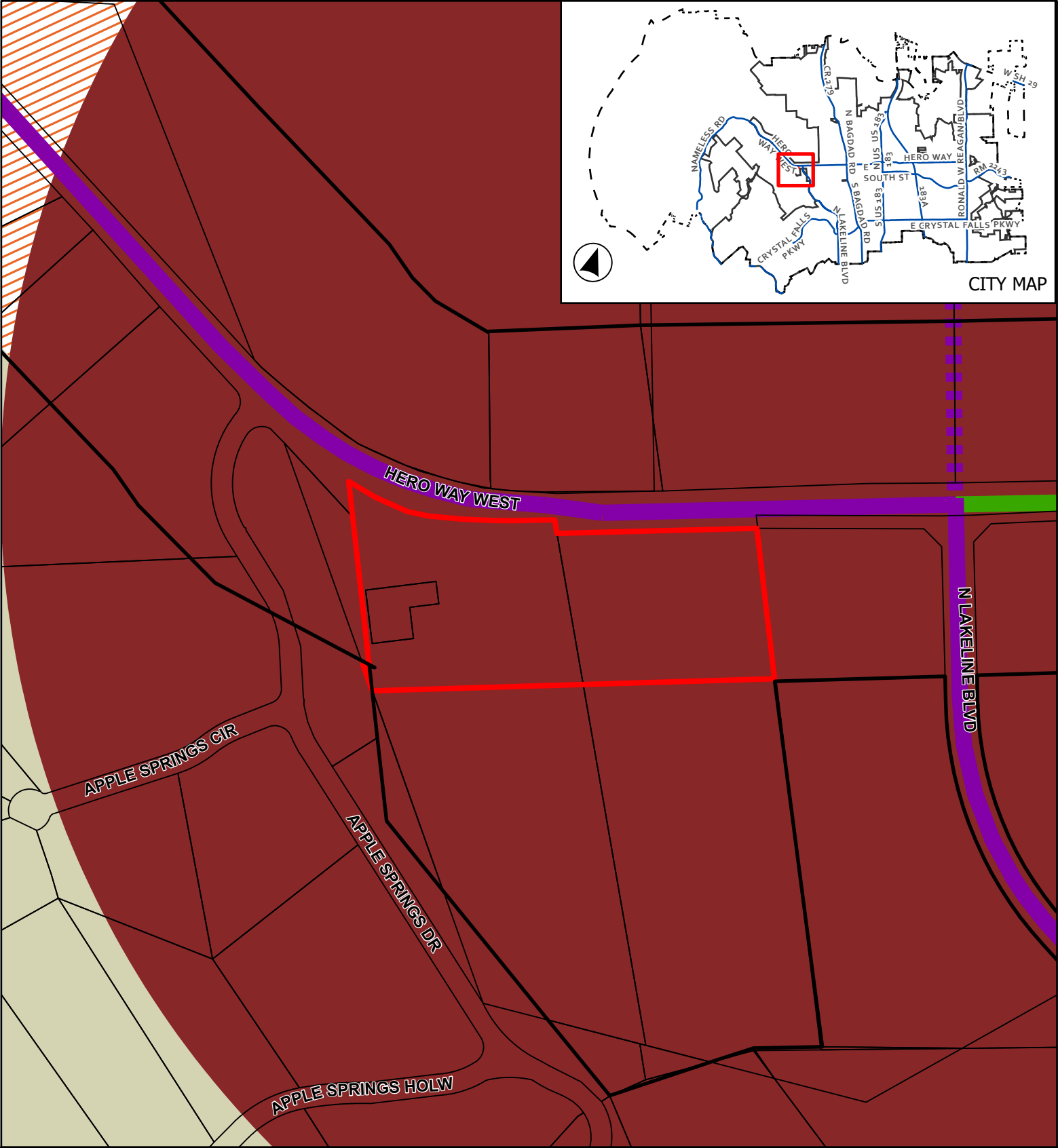
This map has been produced by the City of Leander for informational purposes only. No warranty is made by the City regarding completeness or accuracy. This data should not be construed as a legal description or survey instrument. No responsibility is assumed for damages or other liabilities due to the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

- Leander City Limits
- Extra-Territorial Jurisdiction
- Subject Boundary
- SFR - Single-Family Rural
- SFS - Single-Family Suburban
- LO - Local Office

0 137.5275

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Feet



CASE: Z-24-0116

ATTACHMENT 3

AURORA TRACT

Future Land Use Map



0 150 300

Feet

- Leander City Limits
- ETJ Boundary
- Subject Boundary

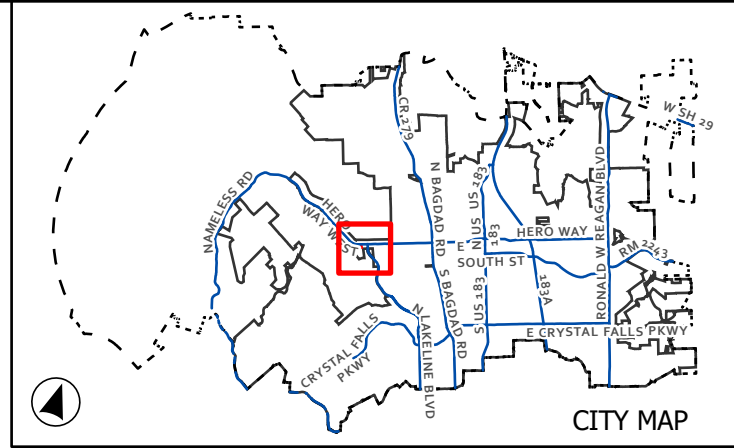
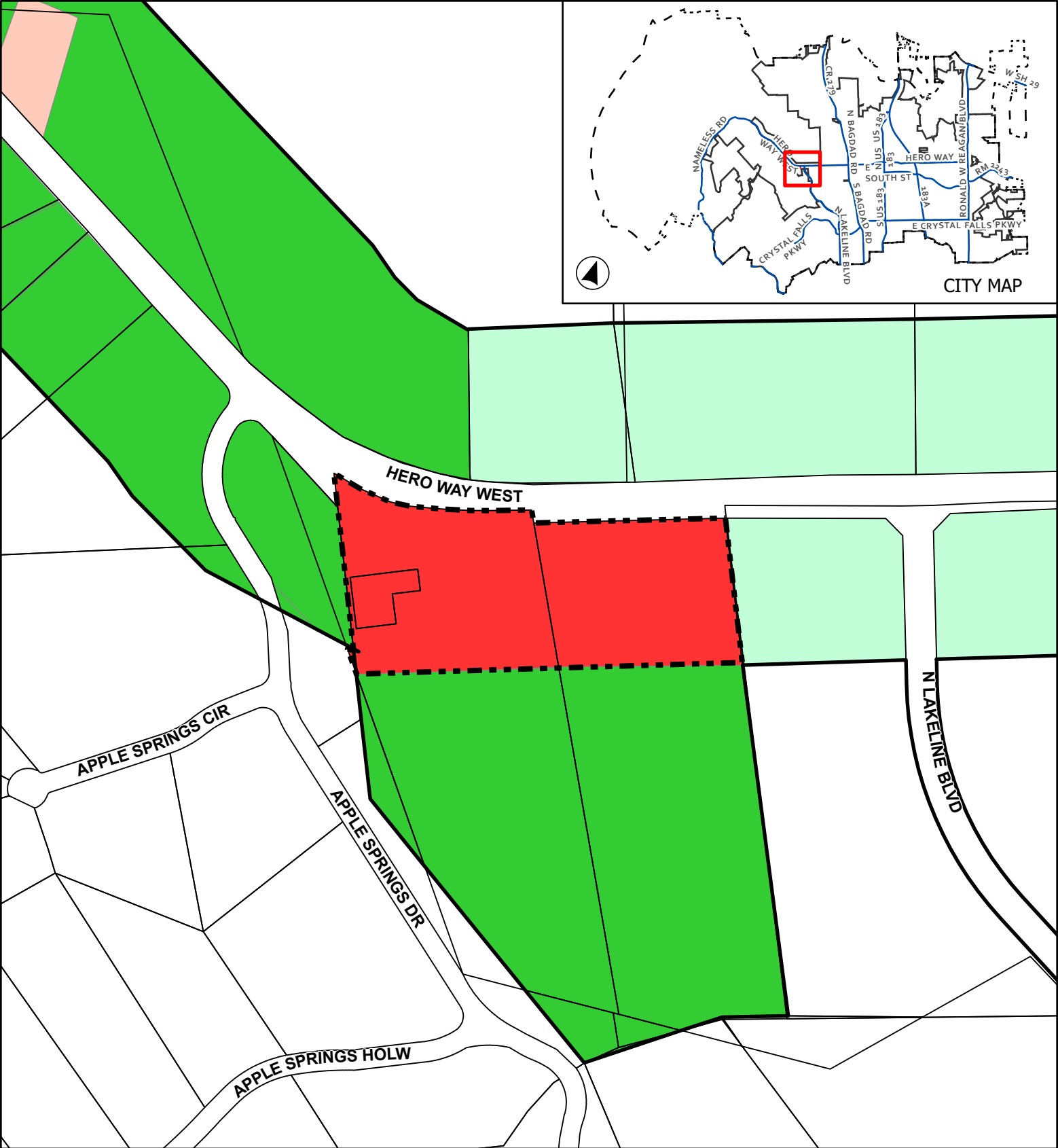
Future Land Use

- Rural
- Multi-Use Corridor
- Activity Center

Thoroughfare Plan

- Arterial 6 Lane, Existing
- Arterial 4 Lane, Existing
- Arterial 4 Lane, Proposed

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CASE: Z-24-0116

ATTACHMENT 5

AURORA TRACT

Proposed Zoning

- Leander City Limits
- Extra-Territorial Jurisdiction
- Subject Boundary
- SFR - Single-Family Rural

- SFS - Single-Family Suburban
- LO - Local Office
- GC - General Commercial

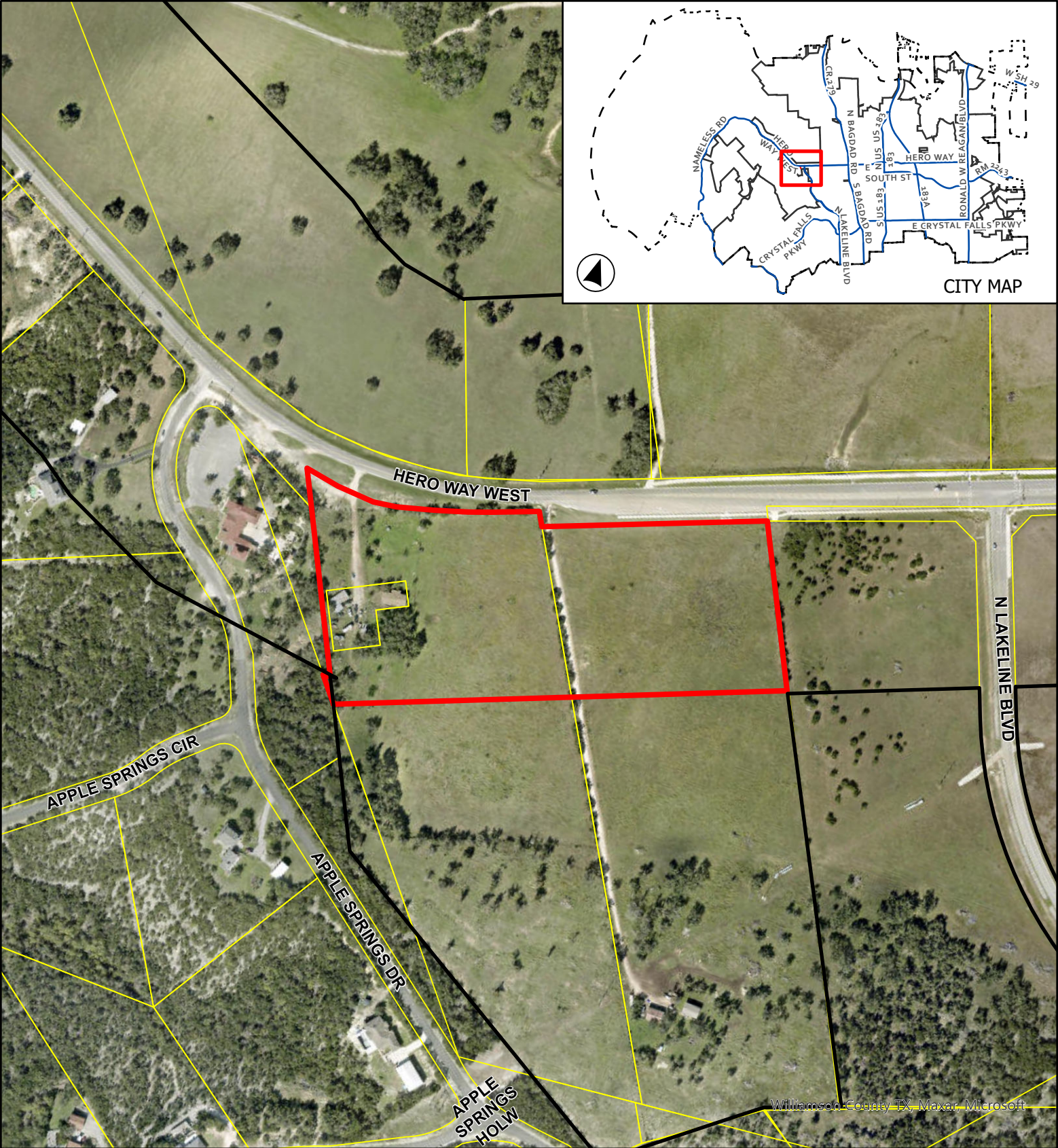


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Feet

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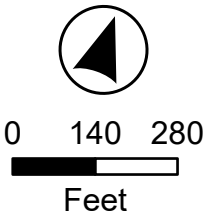
CASE: Z-24-0116

ATTACHMENT 6

AURORA TRACT

Aerial Map

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



- Leander City Limits
- Subject Boundary



March 26, 2024

City of Leander Planning Department
104 North Brushy Street
PO Box 319
Leander, Texas 78646-0319

Re: 13675 & 13701 Hero Way W. Tracts Re-zoning Application Letter of Intent

Please find attached an application for a Re-zoning submittal for the Aurora/Hero Way Corner Tracts Project, generally located at the intersection of W Hero Way and Lakeline Blvd. The land use indicated on the City Future Land Use Map is Activity Center.

The property is currently open grassland with mild to moderate topographic slope generally towards the south.

The existing zoning categories for the Tracts are Single Family Suburban and Single Family Rural. A zoning change is being proposed for the portion of the property facing Hero Way west to allow for commercial development consistent with others in the area facing a major thoroughfare through the city. The proposed commercial designations are in alignment with the desired uses within the Activity Center designation as defined in the City Comprehensive Plan.

The Applicant is proposing to change the City base zoning districts to GC-3-A.

Thank you for considering this new Leander development.

Sincerely,

A handwritten signature in black ink, appearing to read 'Peter Verdicchio'.

Peter Verdicchio, PLA
Principal

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.

Letters were sent to the following property owners within 500' the week of 3/25/2024,
see attached for letter.

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

Property owners, see attached sheet with names and addresses.

3. What concerns were raised during these communications?

No responses to date.

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

None to date.

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

Signature: Gary Juveneman Date April 27, 2024



March 25, 2024

Re: 13675 & 13701 Hero Way W. Tracts Zoning Change Introduction

Hello Neighbors!

As part of an application to the City of Leander, please find attached information pertaining to a Zoning Change submittal for the Property located at 13675 & 13701 Hero Way West. Aurora Fortune Investments LLC/ Hero Way Corner LLC appreciates your review and consideration in supporting their effort to convert the Hero Way facing portion of the properties to General Commercial District and develop high-quality retail consistent with other development in the surrounding area.

The portion of the Property is approximately 13.5 acres located along Hero Way West, west of N. Lakeline Blvd.

The Property is currently located within the City Limits and is designated as "SFR (Single Family Rural) and SFS (Single Family Suburban)". The Future Land Use Plan identifies the Property as "Activity Center" which are intended to provide opportunity for diverse retail, employment and mixed-use destinations at critical intersections to create dense, value-intense development. The Applicant intends to develop a commercial/retail project on the Property and seeks to rezone the Hero Way facing portion of the Property to GC, General Commercial. The rezoning request is for straight zoning, offering the Applicant the zoning standards to develop a high-quality commercial development. Rezoning to GC zoning will offer commercial development consistent with the commercial developments along Hero Way.

Additionally, the preliminary property design includes a future collector roadway and accounts for future roadway designs consistent with the City's Future Land Use Plan (FLUP). From a land perspective, this area is an area of Leander in transition. Development growth in this area has been primarily residential, with much land still under residential development, making the need for future commercial offerings needed.

We welcome any questions or feedback you may have. Please contact me to convey any questions or thoughts you may have regarding the rezoning. My associates or I can be reached at 512.246.7003 or via email at info@secplanning.com.

Thank you for considering this proposed Leander development.

Sincerely,

Peter Verdicchio, PLA, ASLA
Principal

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING THREE (3) PARCELS OF LAND FROM INTERIM SFS-2-B (SINGLE-FAMILY SUBURBAN) AND INTERIM SFR-1-B (SINGLE-FAMILY RURAL) TO GC-3-A (GENERAL COMMERCIAL); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

SECTION 3. Applicability. This ordinance applies to the following parcel of land, which is herein referred to as the "Property". That certain parcel of land being including 13.5 acres ±; being more particularly described in Exhibit "A"; located south of Hero Way West, approximately 560 feet west of Lakeline Boulevard; identified by Williamson Central Appraisal District tax identification numbers R032163, R032164, and R032168; more particularly described in Instrument Numbers 2019094565, and 2020104979; recorded in the Official Public Records of Williamson County, Texas.

SECTION 4. Property Rezoned. The Zoning Ordinance is hereby amended by changing the zoning district for the Property from Interim SFS-2-B (Single-Family Suburban) and Interim SFR-1-B (Single-Family Rural) to GC-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 9th day of July, 2024.
FINALLY PASSED AND APPROVED on this the 18th day of July, 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, June 13, 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 present except Chair Laura Lantrip.
3. Director's report to the Planning & Zoning Commission on action taken by City Council on the June 6, 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 8.

By: Board Member May

Seconded: Board Member Moss

Vote: 6 - 0 None

6. Approval of the minutes for meeting held on May 23, 2024.
7. Approval of the Subdivision Application Forms pursuant to Article IX, Section 9 (a) (1) c. of the Composite Zoning Ordinance; Leander, Williamson & Travis Counties, Texas.
8. Approval of the extension of the completion date for Subdivision Case 20-PICP-0032 Leander Platinum Public Improvement Construction Plans; more particularly described by Williamson Central Appraisal

District Parcel R372083, commonly known as 17680 Ronald Reagan Boulevard, Leander, Williamson County, Texas.

PUBLIC HEARING: ACTION

9. Conduct a Public Hearing and consider action regarding Zoning Case Z-24-0116 to amend the current zoning of Interim SFS-2-B (Single-Family Suburban) and Interim SFR-1-B (Single-Family Rural) to GC-3-A (General Commercial) on three (3) parcels of land approximately 13.5 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R032163, R032164, and R032168; and generally located south of Hero Way West, approximately 560 feet west of Lakeline Boulevard, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-24-0116 as described above.

No one spoke in favor or opposition of the request.

Motion to approve Zoning Case Z-24-0116.

By: Board Member Mahan

Seconded: Board Member May

Vote: 6 - 0 None

10. Conduct a Public Hearing and consider action regarding Ordinance Case OR-24-0015 to amend the Composite Zoning Ordinance to adopt regulations for an Entertainment Overlay, adopt regulations for Farmers' Markets, update definitions, update permitted uses, and to provide for related matters; Williamson & Travis Counties, Texas. Applicant: City of Leander.

- Discuss and consider action regarding Ordinance Case OR-24-0015 as described above.

No one spoke in favor or opposition of the request.

Motion: to postpone the Ordinance Case OR-24-0015 to the next Planning & Zoning meeting on June 27, 2024, by Vice Chair James Oliver with no second to the motion.

Adjourned at 6:27 p.m.

The meeting reopened at 6:30 p.m. All were present except Chair Lantrip. This item was restated for the record.

Motion to postpone the Ordinance Case OR-24-0015 to the next Planning and Zoning meeting on June 27, 2024.

By: Board Member Cosgrove

Seconded: Board Member Moss

Vote: 6 - 0 None

REGULAR AGENDA

11. Adjournment
Meeting adjourned at 6:31 p.m.

APPROVED

CHAIR

ATTEST:

STAFF LIAISON



EXECUTIVE SUMMARY
7/9/2024

AGENDA SUBJECT:

Conduct a Public Hearing regarding the Bagdad Retail Center Annexation Case A-24-0014 for the voluntary annexation of 4.227 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R023980; and generally located northwest of the intersection of North Bagdad Road and CR 281, Leander, Williamson County, Texas.

- Discuss and consider action regarding Annexation Case A-24-0014 as described above.

BACKGROUND:

A resolution was adopted on June 6, 2024 and commenced the voluntary annexation of 4.227 acres ± as described above. The resolution set the public hearing for July 9, 2024 and the readings of the ordinance for July 9, 2024 and July 18, 2024.

HISTORY/TIMELINE:

06/06/2024 - Resolution Adopted

APPLICANT/AGENT:

Tom Groll Engineering (Tom J. Groll) on behalf of Bagdad Retail Estate, LLC. (Moez Momin)

RECOMMENDATION:

Staff recommends approval. Action on this item does not approve the annexation.

PRESENTER:

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

Fiscal Impact

Attachments:

1. A-24-0014 Att 1 Bagdad Retail Center - Resolution
2. A-24-0014 Att 2 Bagdad Retail Center - Location Map
3. A-24-0014 Att 3 Bagdad Retail Center - Schedule
4. A-24-0014 Att 4 Bagdad Retail Center - Ordinance

RESOLUTION NO. 24-012-00

A RESOLUTION OF THE CITY OF LEANDER, TEXAS, ACCEPTING THE PETITION FOR ANNEXATION OF 4.227 ACRES, MORE OR LESS, OF LAND LOCATED IN WILLIAMSON COUNTY, TEXAS; SETTING AN ANNEXATION SCHEDULE; PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, the owner of certain property located within Williamson County, Texas, have petitioned the City of Leander, Texas, (hereinafter, the “City”), a home-rule City, for annexation of said property, more particularly described in **Exhibit A** attached hereto and incorporated by reference herein (the, “Subject Property”), into the City limits; and

WHEREAS, the Subject Property is contiguous and adjacent to the corporate limits of the City and the owner(s) have made application for annexation; and

WHEREAS, after review and consideration of such requests and petition for annexation from the owners of the Subject Property, the City Council finds that the Subject Property may be annexed pursuant to §43.0671 of the *Local Government Code*; and

WHEREAS, the petitioner has agreed and consented to the annexation of the Subject Property by the City and further agreed to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted.

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

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

Section 2. Proceedings. The petition for annexation, attached hereto as **Exhibit A**, of the Subject Property described hereinbelow and further described in **Exhibit B** and the service plan attached hereto as **Exhibit C**, are hereby accepted (all exhibits described herein are incorporated by reference herein for all purposes).

Subject Property:

Being a 4.227 acre tract of land, located in the Joseph Lee Survey, Abstract No. 393, Williamson County, Texas; said 4.227 acre tract being a remaining portion of that called 4.92 acre tract of land recorded in Document No. 2022030204, Official Public Records, Williamson County, Texas.

A public hearing has been set for the date of the 9th day of July, 2024. Notice of such hearing shall be posted and the hearing shall be open to the public to accept public comment on the annexation request. In the event of a conflict between the Subject Property description contained herein, **Exhibit B** shall control.

Section 3. Severability. Should any section or part of this Resolution be held unconstitutional, illegal, or invalid, or the application to any person or circumstance thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Resolution are declared to be severable.

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

PASSED AND APPROVED this the 6 day of June, 2024.

ATTEST:

THE CITY OF LEANDER, TEXAS


Dara Crabtree, City Secretary


Christine DeLisle, Mayor



Exhibit A

PETITION

(see attached)

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

REQUEST & PETITION TO THE CITY COUNCIL OF THE CITY OF LEANDER
FOR ANNEXATION OF PROPERTY

WHEREAS, the undersigned is the owner of a certain area of land located within Williamson County, Texas, such property being more particularly described hereinafter by true and correct legal description (the, "Subject Property"); and

WHEREAS, the undersigned has sought the annexation of the Subject Property by the City of Leander, Texas, (hereinafter sometimes referred to as "City"), in order to obtain the benefits of City services to the Subject Property by the City; and

WHEREAS, the Subject Property is contiguous and adjacent to the corporate limits of the City; and

WHEREAS, the City, pursuant to §43.003, *Tex. Loc. Gov't. Code* and the request of the property owner, is authorized to annex the Subject Property; and

WHEREAS, pursuant to §43.0672, *Tex. Loc. Gov't. Code*, the City and the undersigned have negotiated and entered into a written agreement for the provision of services to the Subject Property, said agreement being attached hereto as **Exhibit A** and incorporated by reference herein; and

WHEREAS, the undersigned agrees and consents to the annexation of the Subject Property by the City and further agrees to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted.

NOW THEREFORE, the undersigned by this Petition and Request:

SECTION ONE: Requests the City Council of the City to commence annexation proceedings and to annex into the corporate limits of the City of Leander, Texas, of all portions of the Subject Property described as follows:

Being a 4.227 acre tract of land, located in the Joseph Lee Survey, Abstract No. 393, Williamson County, Texas; said 4.227 acre tract being a remaining portion of that called 4.92 acre tract of land recorded in Document No. 2022030204, Official Public Records, Williamson County, Texas.

SECTION TWO: Requests that after annexation the City provide such services as are legally permissible and provided by the City, including sanitation, water and general governmental services as set forth in the written agreement regarding the provision of services attached hereto as **Exhibit A**.

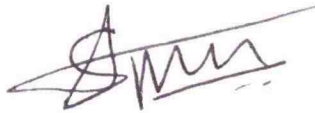
SECTION THREE: Acknowledges executing and entering into the agreement, attached hereto as **Exhibit A**, and that such agreement is wholly adequate and acceptable to the undersigned who hereby requests the City Council to proceed with the annexation and to publish notice and hold the requisite public hearing thereon, in accordance with the applicable laws of the State of Texas.

SECTION FOUR: Acknowledges that the undersigned understands and agrees that all City services to the Subject Property will be provided by the City on the same terms and conditions as provided to other similarly situated areas of the City and as provided in the written agreement regarding the provision of services attached hereto as **Exhibit A**.

SECTION FIVE: Agrees that a copy of this Request and Petition may be filed of record in the offices of the City of Leander and in the real property records of Williamson County, Texas, and shall be notice to and binding upon all persons or entities now or hereafter having any interest in the Subject Property.

FILED, this 6th day of June 2024, with the City Secretary of the City of Leander, Williamson County, Texas.

Signatures on Following Pages



Petitioners:

By: Bagdad Real Estate, LLC
Name: Samir Maredia
Title: Manager

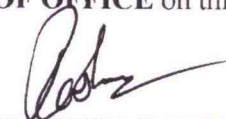
Address 5522 Jenolan Ridge Lane
Sugar Land, TX 77479
County Fort Bend

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

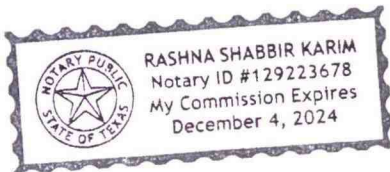
BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared SAMIR MAREDIA, on behalf of Bagdad Real Estate, LLC owner of the Subject Property and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that they had authority to bind the entity and that they executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 01 day of May 2024.

(SEAL)



Notary Public - State of Texas



Petitioners:



By: Bagdad Real Estate, LLC

Name: Riyaz Sunesara

Title: Member

Address 7603 Redmond Court
Sugar Land, TX 77479

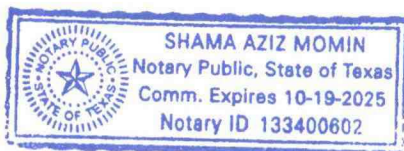
County Fort Bend

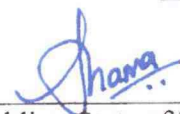
STATE OF TEXAS §
COUNTY OF FORT BEND §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared RIYAZ SUNESARA, on behalf of Bagdad Real Estate, LLC owner of the Subject Property and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that they had authority to bind the entity and that they executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 30th day of APRIL 2024.

(SEAL)





Notary Public - State of Texas

Petitioners: zuhma

By: Bagdad Real Estate, LLC

Name: Zaharben Dhuka zuhma

Title: Manager

Address 4202 Steep Rock Lane

Austin, TX 78732

County Travis

STATE OF TEXAS §

COUNTY OF Williamson §

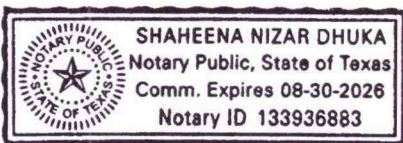
BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Zaharben Dhuka, on behalf of Bagdad Real Estate, LLC owner of the Subject Property and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that they had authority to bind the entity and that they executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 2nd day of May 2024

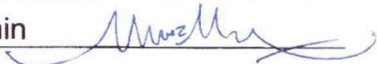
(SEAL)

Shaheena

Notary Public - State of Texas



Petitioners:

By: Bagdad Real Estate, LLC
Name: Moez Momin 
Title: Registered Agent

Address 1613 Bellini Drive
Leander, TX 78641
County Williamson

STATE OF TEXAS §
 §
COUNTY OF Davis §

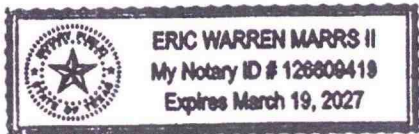
BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Moez Momin, on behalf of Bagdad Real Estate, LLC owner of the Subject Property and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that they had authority to bind the entity and that they executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 6th day of May 2024

(SEAL)



Notary Public - State of Texas



Petitioners:

By: Bagdad Real Estate, LLC
Name: Moiz Maknojia
Title: Manager

Address 1613 Bellini Drive
Leander, TX 78641
County Williamson

STATE OF TEXAS §

COUNTY OF Davis §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Moiz Maknojia, on behalf of Bagdad Real Estate, LLC owner of the Subject Property and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that they had authority to bind the entity and that they executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 18th day of May 2024

(SEAL)

Dirgha Kafle
Notary Public - State of Texas

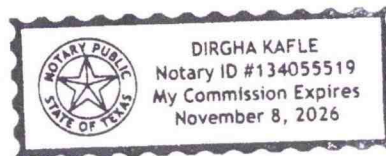


Exhibit B

PROPERTY DESCRIPTION

[SEE ATTACHED]



Land Surveying. Land Planning. Consulting.

Firm: 10194104 512-915-4950

1430 N. Robertson Road, Salado, Texas 76571

FIELD NOTES FOR A 4.586 ACRE TRACT OF LAND:

BEING A 4.586 ACRE TRACT OF LAND, LOCATED IN THE JOSEPH LEE SURVEY, ABSTRACT NO. 393, WILLIAMSON COUNTY, TEXAS; SAID 4.586 ACRE TRACT, BEING THE REMAINING PORTION OF THAT CALLED 4.92 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 2022030204, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS; SAID 4.586 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8" iron rod with an aluminum "Williamson County" cap located in the southwest right-of-way line of County Road 279, also known as Bagdad Road, being the northeast corner of the remainder of said 4.92 acre tract, the northwest corner of that called 0.375 acre tract of land deeded to Williamson County, recorded in Document No. 2023044242, Official Public Records, Williamson County, Texas, being in the southeast line of that called 5.03 acre tract of land recorded in Document No. 9661705, Official Public Records, Williamson County, Texas, said point being the northeast corner of the herein described tract of land and being the beginning of a curve to the left;

Thence, with the southwest right-of-way line of County Road 279, the southwest lines of said 0.375 acre tract the northeast lines of the remainder of said 4.92 acre tract, the following two (2) courses and distances:

1. **S 10° 06' 50" E**, a distance of **417.09'**, to a 5/8" iron rod with an aluminum "Williamson County" cap located for an angle point of the herein described tract of land;
2. **S 30° 27' 22" W**, a distance of **41.90'**, to a 5/8" iron rod with an aluminum "Williamson County" cap located at the intersection of the southwest right-

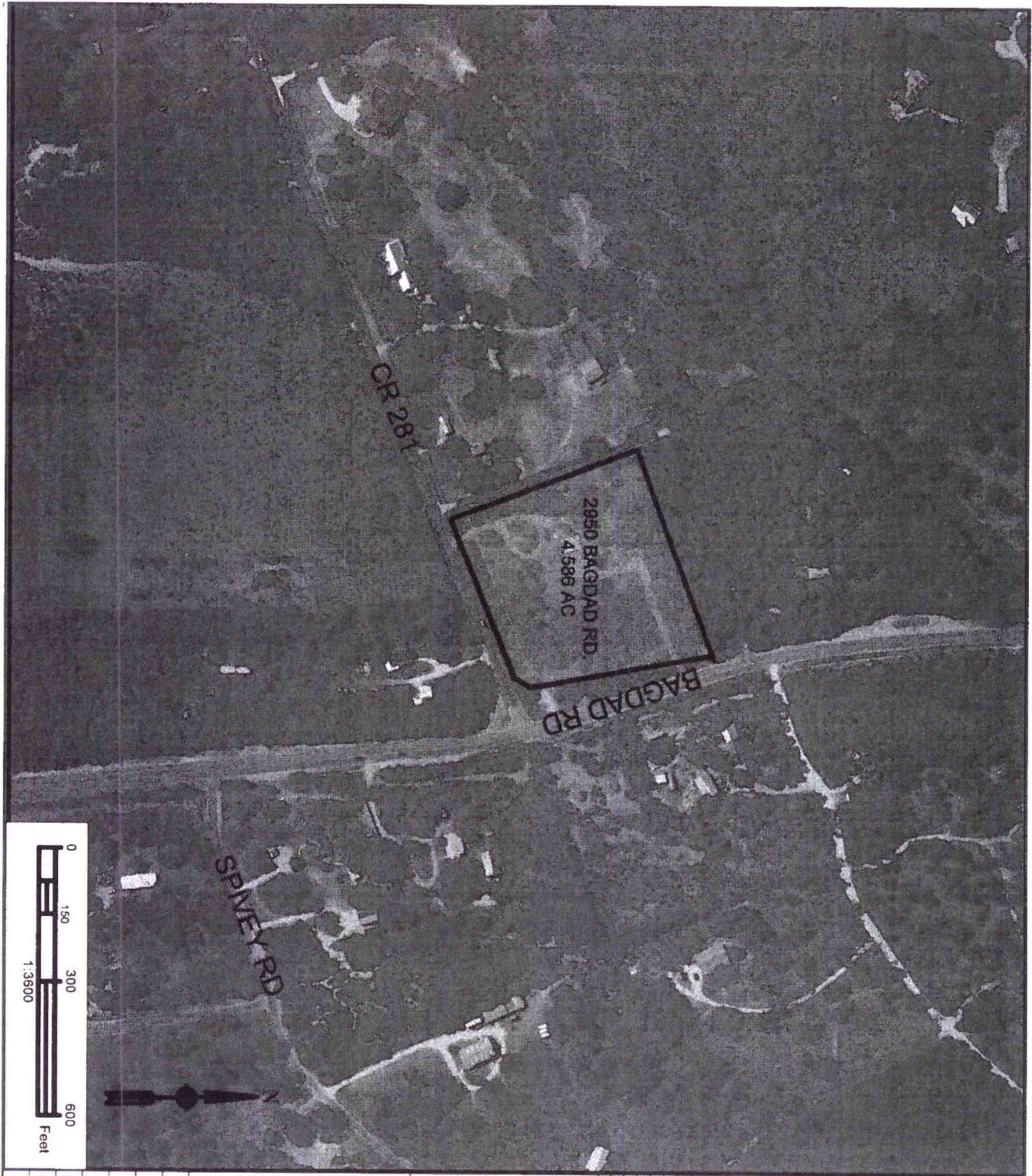
of-way line of County Road 279 and the northwest right-of-way line of County Road 281, being an angle point of said 0.375 acre tract, an angle point of the remainder of said 4.92 acre tract, said point being the southeast angle point of the herein described tract of land;

3. **Thence**, with the northwest right-of-way line of County Road 281, the southeast line of the remainder of said 4.92 acre tract, **S 67° 55' 49" W**, a distance of **386.01'**, to a 1/2" iron rod with a blue "QUICK INC RPLS 6447" plastic cap set in the northwest right-of-way line of County Road 281, being the southwest corner of the remainder of said 4.92 acre tract, the southeast corner of that called 2.50 acre tract of land recorded in Document No. 2015042340, Official Public Records, Williamson County, Texas, said point being the southwest corner of the herein described tract of land;
4. **Thence**, departing the northwest right-of-way line of County Road 281, with the southwest line of the remainder of said 4.92 acre tract, the northeast line of said 2.50 acre tract, **N 20° 15' 04" W**, a distance of **449.17'**, to a 4" cedar fence post located at the northwest corner of said 4.92 acre tract, the southwest corner of said 5.03 acre tract, being in the northeast line of said 2.50 acre tract, said point being the northwest corner of the herein described tract of land;
5. **Thence**, with the northwest line of said 4.92 acre tract, the southeast line of said 5.03 acre tract, **N 69° 43' 32" E**, a distance of **491.65'**, to the **POINT OF BEGINNING** containing **4.586 acres** of land.

Note: The basis of bearing was established using the Trimble VRS Network, NAD (83), Texas State Plane Coordinate System, Central Zone, 4203, US Survey Foot, Grid. A survey plat was prepared by a separate document.




Travis L. Quicksall RPLS #6447
Date: 06/26/2023
Job #23-0076



PREPARED FOR:
 BAGDAD REALESTATE, LLC
 5522 JENOLAN RIDGE LANE
 SUGAR LAND, TX 77479

NO.	DATE	DESCRIPTION	BY

2905 BAGDAD RD.
 LOCATION MAP

Sheet Index:

Date:

Scale:

Drawn by:

Check by:

Project No.:

Exhibit C
SERVICE AGREEMENT
[SEE ATTACHED]

**AGREEMENT REGARDING POST-ANNEXATION PROVISION OF SERVICES
FOR PROPERTY TO BE ANNEXED INTO THE CITY OF LEANDER**

This Agreement is entered into by and between the City of Leander, Texas, a municipal corporation ("City"), and the Bagdad Real Estate, LLC ("Landowner"). The City and the Landowner may be referred to herein singularly as "Party" or collectively as the "Parties."

RECITALS

WHEREAS, upon the request of the Landowner, the City intends to institute annexation proceedings for an area of land described more in **Exhibit A** and attached hereto and incorporated by reference herein, less and except any property previously annexed by the City (the, "Subject Property"); and

WHEREAS, Section 43.0672, Loc. Gov't. Code, requires the Parties to enter into a written agreement identifying a list of public services to be provided to the Subject Property and a schedule for the provision of those services that are not otherwise provided on the effective date of the annexation; and

WHEREAS, this Agreement is being entered into by and between the Parties to comply with Texas Local Government Code, Chapter 43, Sub-Chapter C-3, Section 43.0672, prior to the City's consideration of an ordinance annexing the Subject Property, it being understood, acknowledged and agreed by the Parties that annexation of the Subject Property is a condition precedent to this Agreement becoming effective; and

WHEREAS, this Agreement shall be deemed effective on the effective date of an ordinance approved by the City annexing the Subject Property (hereinafter, the "Effective Date"); and

WHEREAS, the Subject Property is not included in the municipal annexation plan and is exempt from the requirements thereof; and

WHEREAS, the infrastructure provided for herein and that are existing are sufficient to service the Subject Property on the same terms and conditions as other similarly situated properties currently within the City limits and no capital improvements are required to offer municipal services on the same terms and conditions as other similarly situated properties within the City; and

WHEREAS, it is found that all statutory requirements have been satisfied and the City is authorized by *Chapter 43, Loc. Gov't. Code*, to annex the Subject Property into the City; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

The following services and schedule represent the provision of services agreed to between the Landowner of the Subject Property and the City establishing a program under which the City will provide municipal services to the Subject Property, as required by section 43.0672 of the Texas Local Government Code. The services detailed herein will be provided at a level consistent with service levels provided to other similarly situated areas within the City.

The following services will be provided for the Subject Property on the Effective Date of annexation:

(1) **General Municipal Services.** Pursuant to the requests of the owner and this Agreement, the following services shall be provided immediately from the effective date of the annexation:

A. Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City. Upon annexation, police protection will be provided to the Subject Property at a level consistent with the service to other areas of the City with similar population density and characteristics. The City's police services include neighborhood patrols, criminal investigations, crime prevention, community services and school programs.

B. Fire protection and Emergency Medical Services as follows:

Fire protection by the present personnel and equipment of the City fire fighting force and the volunteer fire fighting force with the limitations of water available. Radio response for Emergency Medical Services with the present personnel and equipment.

C. Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City. The City provides residential solid waste collection services within the City limits for a fee under a contract between the City and private refuse collection operator. The residential solid waste collection services include garbage collection, recycling, bulky item collection and yard waste collection. Commercial solid waste collection services are also available. This service will be provided for a fee to any person within the Subject Property requesting the service after the Effective Date of annexation, provided that a privately owned solid waste management service provider is unavailable. If the Subject Property is already receiving service, the City may not prohibit solid waste collection by the privately owned solid waste management service provider, nor may the City offer solid waste collection services for a period of two (2) years following the Effective Date of the annexation unless a privately owned solid waste management service provider is or becomes unavailable, as established by Texas Local Government Code section 43.0661. If a landowner uses the services of a privately owned solid waste management service provider or services are available from a privately owned solid waste management service provider during the two (2) years following annexation, the City will not provide solid waste collection services to that landowner.

D. Animal control as follows:

Service by present personnel, equipment and facilities or by contract with a third party, as provided within the City.

E. Maintenance of City-owned parks and playgrounds within the City.

F. Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities. Municipal Court and General Administration services will also be available to property owners and residents in the Subject Property on the same basis those facilities are available to current City property owners and residents.

G. Maintenance of other City facilities, buildings, and service.

H. Land use regulation as follows:

On the effective date of annexation, the zoning jurisdiction of the City shall be extended to include the annexed area, and the use of all property therein shall be grandfathered; and shall be temporarily zoned "SFR-1-B" with the intent to rezone the Subject Property upon request of the landowner or staff. The

Planning & Zoning Commission and the City Council will consider rezoning the Subject Property at future times in response to requests submitted by the Landowners or authorized city staff. The City will impose and enforce its adopted ordinances, including but not limited to, zoning, subdivision development, site development and building code regulations within the Subject Property upon the Effective Date of the annexation. Enforcement will be in accordance with City ordinances. Development plans and plats for projects within the Subject Property will be reviewed for compliance with City standards.

(2) **Scheduled Municipal Services.** Due to the size and vacancy of the Subject Property, the plans and schedule for the development of the Subject Property, the following municipal services will be provided on a schedule and at increasing levels of service as provided herein:

A. Water service and maintenance of water facilities as follows:

(i) Inspection of water distribution lines as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the Subject Property, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity ("CCN") for the Subject Property, or portions thereof as applicable, or absent a water CCN, by the utility in whose jurisdiction the Subject Property, or portions thereof as applicable, is located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. If connected to the City's water utility system, the Subject Property's owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the Subject Property as required in City ordinances. Upon acceptance of the water lines within the Subject Property and any off-site improvements, water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a water well that is in use on the effective date of the annexation and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the Subject Property's owner requests and is able to connect to the City's water utility system.

B. Wastewater service and maintenance of wastewater service as follows:

(i) Inspection of sewer lines as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the subjects property, or applicable portions thereof, by the utility holding a wastewater CCN for the Subject Property, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the Subject Property, or portions thereof as applicable, is located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City's wastewater utility system, the Subject Property's owner shall construct the internal wastewater lines and pay the costs of line

extension and construction of facilities necessary to provide wastewater service to the Subject Property as required in City ordinances. Upon acceptance of the wastewater lines within the Subject Property and any off-site improvements, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The wastewater system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a septic system that is in use on the effective date of the annexation and is in compliance with all applicable rules and regulations shall be permitted and such use may continue until the Subject Property owner requests and is able to connect to the City's wastewater utility system.

C. Maintenance of streets and rights-of-way as appropriate as follows:

(i) Provide maintenance services on existing public streets within the Subject Property and other streets that are hereafter constructed and finally accepted by the City. The maintenance of the streets and roads will be limited as follows:

1. Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.; and

2. Routine maintenance as presently performed by the City.

D. The City will maintain existing public streets within the Subject Property, and following installation and acceptance of new roadways by the City as provided by city ordinance, including any required traffic signals, traffic signs, street markings, other traffic control devices and street lighting, the City will maintain such newly constructed public streets, roadways and rights-of-way within the boundaries of the Subject Property, as follows:

(i) As provided in C(i)(1) and C(i)(2) above;

(ii) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies;

(iii) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards; and

(iv) Installation and maintenance of street lighting in accordance with established policies of the City;

E. The outer boundaries of the Subject Property abut existing roadways. The Landowner agrees that no improvements are required on such roadways to service the Subject Property.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: None. Upon development of the Subject Property or redevelopment, the Landowner will be responsible for the development costs the same as a developer in a similarly situated area

under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the Subject Property the same as similarly situated properties. When deemed necessary, capital improvement acquisition or construction will occur in accordance with applicable ordinances and regulations and the adopted capital improvement plans of the City, as applicable and amended, which are incorporated herein by reference.

(4) **Term.** If not previously expired, this agreement expires at the end of ten (10) years.

(5) **Property Description.** The legal description of the Subject Property is as set forth in the Annexation Ordinance and exhibits attached to the Annexation Ordinance to which this Agreement is attached.

(6) **Binding Effect/Authority.** This Agreement binds and inures to the benefit of the Parties and their respective heirs, successors, and permitted assigns. Each Party further warrants that each signatory to this Agreement is legally authorized to bind the respective individual or entity for the purposes established herein.

(7) **Choice of Law.** This Agreement will be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. Venue for any dispute shall lie exclusively in Williamson County, Texas.

(8) **Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all signatory Parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

(9) **Legal Construction.** If any provision in this Agreement is for any reason found to be unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the Parties, the unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of the Agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the Parties by reason of authorship or origin of language.

(10) **Entire Agreement.** This Agreement contains the entire Agreement between the Parties relating to the rights herein granted and the obligations herein assumed and cannot be varied except by written agreement of the Parties. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the Party to be charged.

EXECUTED and AGREED to by the Parties this the 6th day of June, 2024.

ATTEST:


Dara Crabtree, City Secretary

THE CITY OF LEANDER, TEXAS


Todd Parton, City Manager

Subject Property

(see attached)



FIELD NOTES FOR A 4.586 ACRE TRACT OF LAND:

BEING A 4.586 ACRE TRACT OF LAND, LOCATED IN THE JOSEPH LEE SURVEY, ABSTRACT NO. 393, WILLIAMSON COUNTY, TEXAS; SAID 4.586 ACRE TRACT, BEING THE REMAINING PORTION OF THAT CALLED 4.92 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 2022030204, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS; SAID 4.586 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8" iron rod with an aluminum "Williamson County" cap located in the southwest right-of-way line of County Road 279, also known as Bagdad Road, being the northeast corner of the remainder of said 4.92 acre tract, the northwest corner of that called 0.375 acre tract of land deeded to Williamson County, recorded in Document No. 2023044242, Official Public Records, Williamson County, Texas, being in the southeast line of that called 5.03 acre tract of land recorded in Document No. 9661705, Official Public Records, Williamson County, Texas, said point being the northeast corner of the herein described tract of land and being the beginning of a curve to the left;

Thence, with the southwest right-of-way line of County Road 279, the southwest lines of said 0.375 acre tract the northeast lines of the remainder of said 4.92 acre tract, the following two (2) courses and distances:

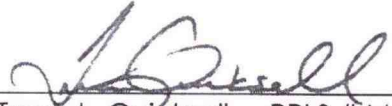
1. **S 10° 06' 50" E**, a distance of **417.09'**, to a 5/8" iron rod with an aluminum "Williamson County" cap located for an angle point of the herein described tract of land;
2. **S 30° 27' 22" W**, a distance of **41.90'**, to a 5/8" iron rod with an aluminum "Williamson County" cap located at the intersection of the southwest right-

of-way line of County Road 279 and the northwest right-of-way line of County Road 281, being an angle point of said 0.375 acre tract, an angle point of the remainder of said 4.92 acre tract, said point being the southeast angle point of the herein described tract of land;

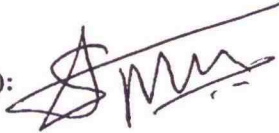
3. **Thence**, with the northwest right-of-way line of County Road 281, the southeast line of the remainder of said 4.92 acre tract, **S 67° 55' 49" W**, a distance of **386.01'**, to a 1/2" iron rod with a blue "QUICK INC RPLS 6447" plastic cap set in the northwest right-of-way line of County Road 281, being the southwest corner of the remainder of said 4.92 acre tract, the southeast corner of that called 2.50 acre tract of land recorded in Document No. 2015042340, Official Public Records, Williamson County, Texas, said point being the southwest corner of the herein described tract of land;
4. **Thence**, departing the northwest right-of-way line of County Road 281, with the southwest line of the remainder of said 4.92 acre tract, the northeast line of said 2.50 acre tract, **N 20° 15' 04" W**, a distance of **449.17'**, to a 4" cedar fence post located at the northwest corner of said 4.92 acre tract, the southwest corner of said 5.03 acre tract, being in the northeast line of said 2.50 acre tract, said point being the northwest corner of the herein described tract of land;
5. **Thence**, with the northwest line of said 4.92 acre tract, the southeast line of said 5.03 acre tract, **N 69° 43' 32" E**, a distance of **491.65'**, to the **POINT OF BEGINNING** containing **4.586 acres** of land.

Note: The basis of bearing was established using the Trimble VRS Network, NAD (83), Texas State Plane Coordinate System, Central Zone, 4203, US Survey Foot, Grid. A survey plat was prepared by a separate document.




Travis L. Quicksall RPLS #6447
Date: 06/26/2023
Job #23-0076

LANDOWNER(S):



By: Bagdad Real Estate, LLC

Name: Samir Maredia

Title: Manager

Address 5522 Jenolan Ridge Lane

Sugar Land, TX 77479

County Fort Bend

STATE OF TEXAS §
COUNTY OF FORT BEND §

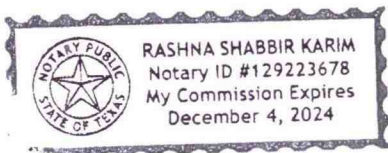
BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared SAMIR MAREDIA, on behalf of Bagdad Real Estate, LLC, owner of the Subject Property and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that they had authority to bind the entity and that they executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 01 day of May 2024.

(SEAL)



Notary Public - State of Texas



LANDOWNER(S):



By: Bagdad Real Estate, LLC

Name: Riyaz Sunesara

Title: Member

Address 7603 Redmeond Court

Sugar Land, TX 77479

County Fort Bend

STATE OF TEXAS

§

COUNTY OF FORT BEND

§

§

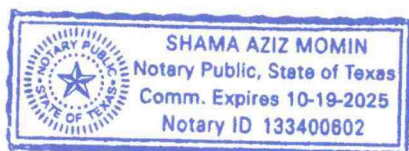
BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared RIYAZ SUNESARA on behalf of Bagdad Real Estate, LLC, owner of the Subject Property and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that they had authority to bind the entity and that they executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 30th day of APRIL 2024.

(SEAL)



Notary Public - State of Texas



LANDOWNER(S): zubnet

By: Bagdad Real Estate, LLC
Name: Zaharaben Dhuka zubnet
Title: Manager

Address 4202 Steep Rock Lane
Austin, TX 78732
County Travis

STATE OF TEXAS §
COUNTY OF Williamson §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Zaharaben Zulfikaraki Dhuka, on behalf of Bagdad Real Estate, LLC, owner of the Subject Property and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that they had authority to bind the entity and that they executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 2nd day of May 2024

(SEAL)

Shaheena

Notary Public - State of Texas



LANDOWNER(S):

By: Bagdad Real Estate, LLC
Name: Moez Momin [Signature]
Title: Registered Agent

Address 1613 Bellini Drive
Leander, TX 78641
County Williamson

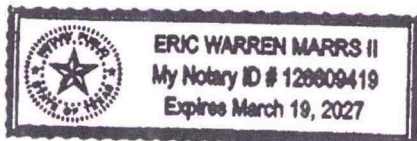
STATE OF TEXAS §
COUNTY OF Davis §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared MOEZ MOMIN, on behalf of Bagdad Real Estate, LLC, owner of the Subject Property and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that they had authority to bind the entity and that they executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 6th day of May 2027.

(SEAL)

[Signature]
Notary Public - State of Texas



LANDOWNER(S):

By: Bagdad Real Estate, LLC
Name: Moiz Maknojia
Title: Manager

Address 1613 Bellini Drive
Leander, TX 78641
County Williamson

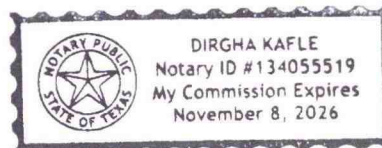
STATE OF TEXAS §
§
COUNTY OF Travis §

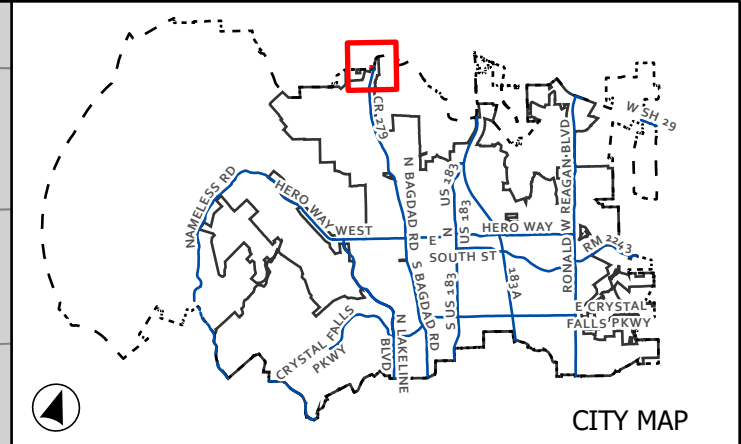
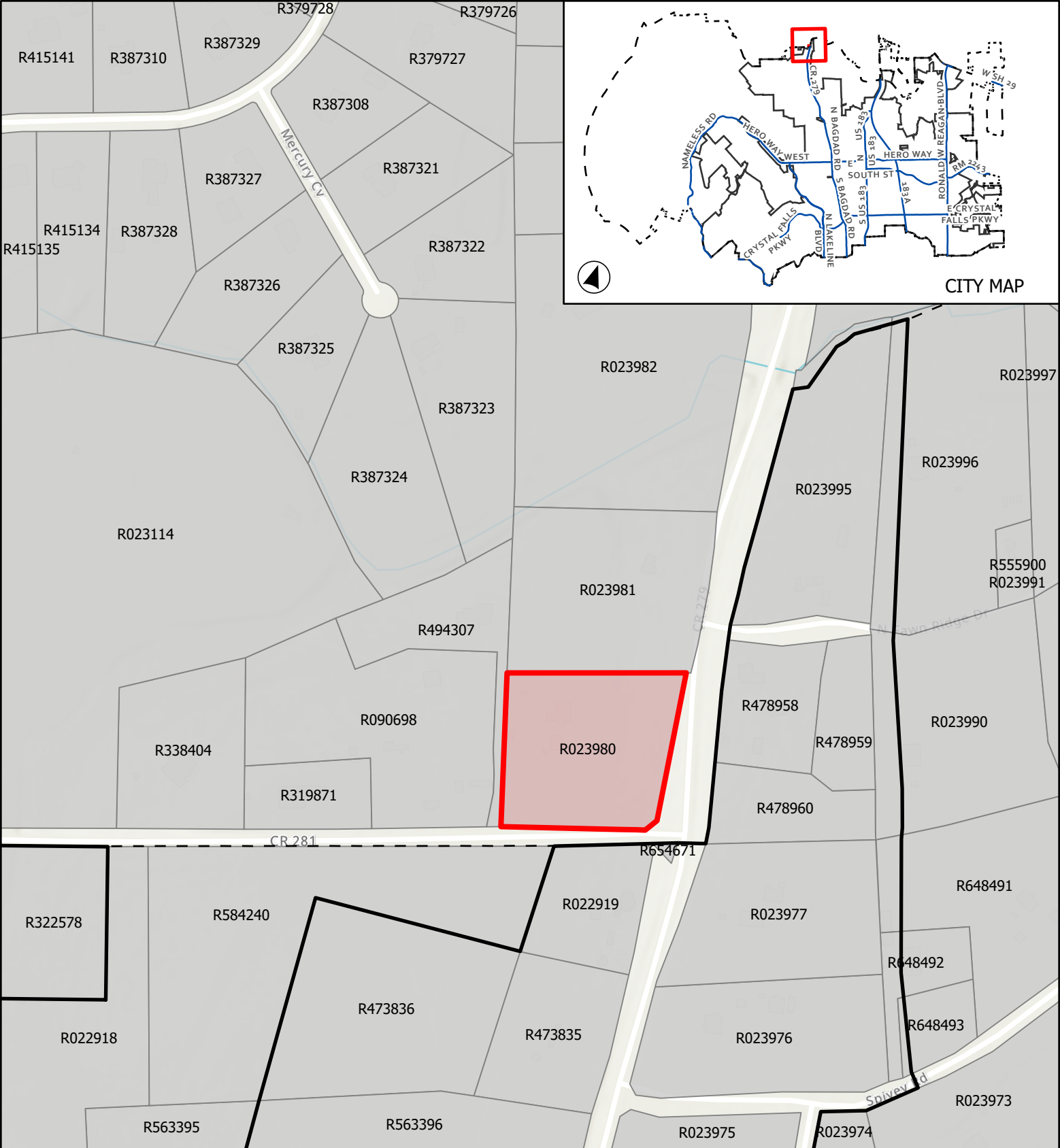
BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Moiz Maknojia, on behalf of Bagdad Real Estate, LLC, owner of the Subject Property and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that they had authority to bind the entity and that they executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 1st day of May 2024.

(SEAL)

Dirgha Kafle
Notary Public - State of Texas





CASE: A-24-0014 **ATTACHMENT 2** **BAGDAD RETAIL CENTER VOLUNTARY ANNEXATION**

Location Map

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

0 170 340

Feet

- City Limits
- ETJ Boundary
- Subject Boundary

Page 230 of 281

Schedule for Voluntary Annexation

4.227 +/- ACRES IN WILLIAMSON COUNTY

[illegible]

THURSDAY, JULY 18, 2024 Or at a special called meeting after the First Reading; Or within 90 days of First Reading. Tuesday July 9, 2024 Council packet deadline	SECOND & FINAL READING OF ORDINANCE REGULAR MEETING	Second reading of annexation Ordinance – City Charter, Section 4.06(c)
Within 30 days of Second Reading	CITY SENDS COPY OF MAP showing boundary changes to County Voter Registrar in a format that is compatible with mapping format used by registrar	Elec. Code §42.0615
Within 60 days of Second Reading	CITY PROVIDES CERTIFIED COPY OF ORDINANCE AND MAPS TO: 1. County Clerk 2. County Appraisal District 3. County Tax Assessor Collector 4. 911 Addressing 5. Sheriff's Office 6. City Department Heads 7. State Comptroller 8. Franchise Holders ESD - if annexed area located in district and city intends to remove the area from the district and be the sole provider of emergency services; See Health and Safety Code, Section 775.022	Williamson County ESD No. 5 : Notice must be sent to the secretary of the ESD board by certified mail, return receipt requested, as applicable <i>Leander is located in Williamson and Travis Counties. Confirm which ESD needs notice of disannexation.</i>

***Dates in BOLD are MANDATORY dates to follow. Please advise of schedule deviation.**

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS ANNEXING 4.227 ACRES OF LAND, MORE OR LESS, LOCATED IN WILLIAMSON COUNTY, TEXAS, INTO THE CORPORATE LIMITS OF THE CITY OF LEANDER, TEXAS, AT THE REQUEST OF THE PROPERTY OWNER; APPROVING AN AGREEMENT FOR THE PROVISION OF SERVICES FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, the City of Leander, Texas, is a home-rule municipality authorized by State law to annex territory lying adjacent and contiguous to the City;

WHEREAS, the owners of the property, as hereinafter described, made written request for the City to annex such property in compliance with the *Tex. Loc. Gov't. Code*;

WHEREAS, the property is adjacent and contiguous to the present city limits;

WHEREAS, the City Council heard and has decided to grant the owners' request that the City annex said property;

WHEREAS, a public hearing was conducted prior to consideration of this Ordinance in accordance with §43.0673 of the *Tex. Loc. Gov't. Code*;

WHEREAS, notice of the public hearing was published not more than twenty (20) nor less than ten (10) days prior to the public hearing;

WHEREAS, the City intends to provide services to the property to be annexed according to the agreement for the provision of services attached hereto as **Exhibit A**.

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

SECTION 1. That all of the above premises and findings of fact are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2. All portions of the following described properties (hereinafter referred to as the "Annexed Property"), not previously annexed into the City, are hereby annexed into the corporate limits of the City of Leander:

Being a 4.227 acre tract of land, located in the Joseph Lee Survey, Abstract No. 393, Williamson County, Texas; said 4.227 acre tract being a remaining portion of that called 4.92 acre tract of land recorded in Document No. 2022030204, Official Public Records, Williamson County, Texas being more particularly described in **Exhibit B** attached hereto and incorporated herein for all purposes.

SECTION 3. That the provision of services agreement submitted herewith is hereby approved as part of this Ordinance, made a part hereof and attached hereto as **Exhibit A**.

SECTION 4. That the future owners and inhabitants of the Annexed Property shall be entitled to all of the rights and privileges of the City as set forth in the provisions of services agreement attached hereto as **Exhibit A**, and are further

bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be hereafter adopted.

SECTION 5. That the official map and boundaries of the City, heretofore adopted and amended be and hereby are amended so as to include the Annexed Property as part of the City of Leander.

SECTION 6. That the Annexed Property shall be temporarily zoned District “SFR-1-B” as provided in the City Zoning Ordinance, as amended, until permanent zoning is established, therefore.

SECTION 7. That if any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 8. That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov’t. Code*.

SECTION 9. That it is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov’t. Code*.

PASSED AND APPROVED on First Reading this 9th day of July 2024.

FINALLY PASSED AND APPROVED on this 18th day of July 2024.

ATTEST:

CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor

Exhibit A

SERVICE AGREEMENT

[SEE ATTACHED]

Exhibit B

PROPERTY DESCRIPTION

[SEE ATTACHED]



EXECUTIVE SUMMARY
7/9/2024

AGENDA SUBJECT:

Conduct a Public Hearing regarding the San Gabriel Annexation Case A-24-0013 for the voluntary annexation of 1.109 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R633380; and generally located south of CR 274, approximately 550 feet to the east of San Gabriel Parkway and approximately 860 feet to the west of Ronald W. Reagan Boulevard, Leander, Williamson County, Texas.

- Discuss and consider action regarding Annexation Case A-24-0013 as described above.

BACKGROUND:

A resolution was adopted on June 6, 2024 and commenced the voluntary annexation of 1.109 acres ± as described above. The resolution set the public hearing for July 9, 2024 and the readings of the ordinance for July 9, 2024 and July 18, 2024. This property is owned by the City and the San Gabriel Elevated Storage Tank is under construction.

HISTORY/TIMELINE:

06/06/2024 - Resolution Adopted

APPLICANT/AGENT:

City of Leander

RECOMMENDATION:

Staff recommends approval. Action on this item does not approve the annexation.

PRESENTER:

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

Fiscal Impact

Attachments:

1. A-24-0013 Att 1 San Gabriel - Resolution
2. A-24-0013 Att 2 San Gabriel - Location Map
3. A-24-0013 Att 3 San Gabriel - Schedule
4. A-24-0013 Att 4 San Gabriel - Ordinance

RESOLUTION NO. 24-011-00

A RESOLUTION OF THE CITY OF LEANDER, TEXAS, ACCEPTING THE PETITION FOR ANNEXATION OF 1.109 ACRES, MORE OR LESS, OF LAND LOCATED IN WILLIAMSON COUNTY, TEXAS; SETTING AN ANNEXATION SCHEDULE; PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, the owner of certain property located within Williamson County, Texas, have petitioned the City of Leander, Texas, (hereinafter, the "City"), a home-rule City, for annexation of said property, more particularly described in Exhibit A attached hereto and incorporated by reference herein (the, "Subject Property"), into the City limits; and

WHEREAS, the Subject Property is contiguous and adjacent to the corporate limits of the City and the owner(s) have made application for annexation; and

WHEREAS, after review and consideration of such requests and petition for annexation from the owners of the Subject Property, the City Council finds that the Subject Property may be annexed pursuant to §43.0671 of the *Local Government Code*; and

WHEREAS, the petitioner has agreed and consented to the annexation of the Subject Property by the City and further agreed to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted.

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

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

Section 2. Proceedings. The petition for annexation, attached hereto as Exhibit A, of the Subject Property described hereinbelow and further described in Exhibit B and the service plan attached hereto as Exhibit C, are hereby accepted (all exhibits described herein are incorporated by reference herein for all purposes).

Subject Property:

Being a 1.109 acre tract of land situated in the L.B. Johnson survey, Abstract No. 350 in Williamson County, Texas, said 1.109 acre tract of land being a portion of a 100.16 acre tract of land (by deed) deeded to Huie H. Lamb, Jr. as recorded in Volume 2323, Page 739, of the Official Records of Williamson County, Texas (O.R.W.C.T.), said 100.16 acre tract of land being further described in Volume 429, Page 140, of the Deed Records of Williamson County, Texas, (D.R.W.C.T.).

A public hearing has been set for the date of the 9th day of July, 2024. Notice of such hearing shall be posted and the hearing shall be open to the public to accept public comment on the annexation

request. In the event of a conflict between the Subject Property description contained herein, **Exhibit B** shall control.

Section 3. Severability. Should any section or part of this Resolution be held unconstitutional, illegal, or invalid, or the application to any person or circumstance thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Resolution are declared to be severable.

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

PASSED AND APPROVED this the 6 day of June, 2024.

ATTEST:

THE CITY OF LEANDER, TEXAS

Dara Crabtree
Dara Crabtree, City Secretary

C. deJeste
Christine DeLisle, Mayor



Exhibit A
PETITION
(see attached)

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

REQUEST & PETITION TO THE CITY COUNCIL OF THE CITY OF LEANDER
FOR ANNEXATION OF PROPERTY

WHEREAS, the undersigned is the owner of a certain area of land located within Williamson County, Texas, such property being more particularly described hereinafter by true and correct legal description (the, "Subject Property"); and

WHEREAS, the undersigned has sought the annexation of the Subject Property by the City of Leander, Texas, (hereinafter sometimes referred to as "City"), in order to obtain the benefits of City services to the Subject Property by the City; and

WHEREAS, the Subject Property is contiguous and adjacent to the corporate limits of the City; and

WHEREAS, the City, pursuant to §43.003, *Tex. Loc. Gov't. Code* and the request of the property owner, is authorized to annex the Subject Property; and

WHEREAS, pursuant to §43.0672, *Tex. Loc. Gov't. Code*, the City and the undersigned have negotiated and entered into a written agreement for the provision of services to the Subject Property, said agreement being attached hereto as **Exhibit A** and incorporated by reference herein; and

WHEREAS, the undersigned agrees and consents to the annexation of the Subject Property by the City and further agrees to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted.

NOW THEREFORE, the undersigned by this Petition and Request:

SECTION ONE: Requests the City Council of the City to commence annexation proceedings and to annex into the corporate limits of the City of Leander, Texas, of all portions of the Subject Property described as follows:

Being a 1.109 acre tract of land situated in the L.B. Johnson survey, Abstract No. 350 in Williamson County, Texas, said 1.109 acre tract of land being a portion of a 100.16 acre tract of land (by deed) deeded to Huie H. Lamb, Jr. as recorded in Volume 2323, Page 739, of the Official Records of Williamson County, Texas (O.R.W.C.T.), said 100.16 acre tract of land being further described in Volume 429, Page 140, of the Deed Records of Williamson County, Texas, (D.R.W.C.T.).

SECTION TWO: Requests that after annexation the City provide such services as are legally permissible and provided by the City, including sanitation, water and general governmental services as set forth in the written agreement regarding the provision of services attached hereto as

Exhibit A.

SECTION THREE: Acknowledges executing and entering into the agreement, attached hereto as **Exhibit A**, and that such agreement is wholly adequate and acceptable to the undersigned who hereby requests the City Council to proceed with the annexation and to publish notice and hold the requisite public hearing thereon, in accordance with the applicable laws of the State of Texas.

SECTION FOUR: Acknowledges that the undersigned understands and agrees that all City services to the Subject Property will be provided by the City on the same terms and conditions as provided to other similarly situated areas of the City and as provided in the written agreement regarding the provision of services attached hereto as **Exhibit A**.

SECTION FIVE: Agrees that a copy of this Request and Petition may be filed of record in the offices of the City of Leander and in the real property records of Williamson County, Texas, and shall be notice to and binding upon all persons or entities now or hereafter having any interest in the Subject Property.

FILED, this 22 day of may 2024, with the City Secretary of the City of Leander, Williamson County, Texas.

Petitioner(s):

By: 
Name: Todd Parton
Title: City Manager
Address: PO Box 319
Leander TX 78646
County: Williamson

STATE OF TEXAS

§

COUNTY OF

Williamson

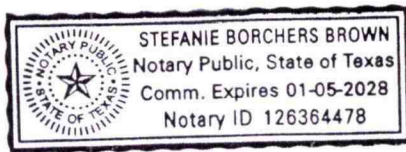
§

§

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Todd Barton, owner of the Subject Property and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that they had authority to bind the entity and that they executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 22 day of May 2024.

(SEAL)





Notary Public - State of Texas

Exhibit B

PROPERTY DESCRIPTION

[SEE ATTACHED]

EXHIBIT "A"

City of Leander
 L. B. Johnson Survey, Abstract No. 350
 Williamson County, Texas

May 31, 2017
 Page 1 of 4

BEING A 1.109 ACRE TRACT OF LAND SITUATED IN THE L. B. JOHNSON SURVEY, ABSTRACT No. 350 IN WILLIAMSON COUNTY, TEXAS, SAID 1.109 ACRE TRACT OF LAND BEING A PORTION OF A 100.16 ACRE TRACT OF LAND (BY DEED) DEEDED TO HUIE H. LAMB, Jr. AS RECORDED IN VOLUME 2323, PAGE 739 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS (O.R.W.C.T.), SAID 100.16 ACRE TRACT OF LAND BEING FURTHER DESCRIBED IN VOLUME 429, PAGE 140 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS (D.R.W.C.T.), SAID 1.109 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 4 inch square concrete monument found for the southeast corner of said 100.16 acre tract of land and for the southwest corner of a 9.53 acre tract of land (by deed) deeded to Parmer 274 Investments, LLC as recorded in Document No. 2012041079 of the Official Public Records of Williamson County, Texas (O.P.R.W.C.T.), said 4 inch square concrete monument also being an angle point in the north line of a 145.26 acre tract of land (by deed) deeded to Palmera Ridge Development, Inc. as recorded in Document No. 2013115345 of the O.P.R.W.C.T.;

THENCE, with the south line of said 100.16 acre tract of land and with the north line of said 145.26 acre tract of land the following two (2) courses:

- 1) South 73 degrees 20 minutes 15 seconds West, a distance of 84.55 feet to a 5/8 inch iron rod with cap stamped "GORRONDONA" set for corner;
- 2) South 69 degrees 04 minutes 45 seconds West, a distance of 668.11 feet to a 5/8 inch iron rod with cap stamped "GORRONDONA" set for corner in the proposed south right-of-way line of San Gabriel Parkway (proposed 110 foot right-of-way width), from which a 4 inch square concrete monument found (leaning) in the north line of said 145.26 acre tract of land, for the southwest corner of said 100.16 acre tract of land and for the southeast corner of the remainder of a 220.3 acre tract of land (by deed) deeded to Nancy Cheryl Toungeate, et al., as recorded in Document No. 2015093773 of the O.P.R.W.C.T. bears, South 69 degrees 04 minutes 14 seconds West, a distance of 279.12 feet;

THENCE, crossing through said 100.16 acre tract of land and along the proposed south right-of-way line of San Gabriel Parkway the following three (3) courses:

- 1) North 68 degrees 46 minutes 58 seconds East, a distance of 149.97 feet to a 5/8 inch iron rod with cap stamped "GORRONDONA" set for a point of curvature;
- 2) Along a curve to the left, an arc length of 665.52 feet, having a radius of 1096.00 feet, a central angle of 34 degrees 47 minutes 29 seconds, whose chord bears North 51 degrees 23 minutes 14 seconds East, a distance of 655.34 feet to a 5/8 inch iron rod with cap stamped "GORRONDONA" set for a point of tangency;

EXHIBIT "A"

City of Leander
L. B. Johnson Survey, Abstract No. 350
Williamson County, Texas

May 31, 2017
Page 2 of 4

- 3) North 33 degrees 59 minutes 29 seconds East, a distance of 121.14 feet to a 5/8 inch iron rod with cap stamped "GORRONDONA" set for corner in the east line of said 100.16 acre tract of land and in the west line of said 9.53 acre tract of land, from which a 1/2 inch iron rod with cap stamped "FOREST RPLS 1847" found for the northwest corner of said 9.53 acre tract of land and for the southwest corner of a 0.038 acre tract of land (by deed) deeded to Williamson County, Texas as recorded in Document No. 2006096128 of the O.P.R.W.C.T. bears, North 02 degrees 45 minutes 56 second East, a distance of 298.71 feet;

THENCE South 02 degrees 45 minutes 56 seconds West, with the east line of said 100.16 acre tract of land and with the west line of said 9.53 acre tract of land, a distance of 301.22 feet to the **POINT OF BEGINNING** and containing 1.109 acres or 48,316 square feet of land, more or less.

Notes:

All distances and areas shown herein are surface values.

Basis of bearing is the Texas State Plane Coordinate System, Central Zone 4203, with horizontal datum of NAD83.

Controlling monuments referenced herein are as found on the date of the on-the-ground survey.

This legal description is accompanied by a plat of even survey date.

I, Thomas Cargill, Registered Professional Land Surveyor No. 5835, licensed in the State of Texas, do hereby certify that this legal description is true and correct and was produced from an actual on-the-ground survey under my direct supervision.


Thomas Cargill, R.P.L.S., P.L.S.
Registered Professional Land Surveyor No. 5835
TBPLS Firm No. 10106900
Gorrondona and Associates, Inc.
4201 W. Parmer Lane, Building A, Suite 150
Austin, Texas 78727
(512) 719-9933



EXHIBIT "A"**NOTES:**

1. A LEGAL DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PLAT.
2. ROW MARKERS ALONG PROPOSED RIGHT-OF-WAY LINE ARE A 5/8" IRON ROD SET WITH BLUE CAP STAMPED "GORRONDONA" UNLESS OTHERWISE NOTED.
3. ALL BEARINGS AND COORDINATES ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, NAD-83, CENTRAL ZONE 4203, ALL DISTANCES AND AREAS SHOWN ARE SURFACE.

LEGEND

- = MONUMENT FOUND (AS NOTED)
- = 5/8" IRON ROD WITH CAP STAMPED "GORRONDONA" SET
- O.P.R.W.C.T. = OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
- O.R.W.C.T. = OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
- D.R.W.C.T. = DEED RECORDS WILLIAMSON COUNTY, TEXAS

CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C-1	1096.00'	34°47'29"	N 51°23'13"E	655.34'	665.52'

LINE	BEARING	DISTANCE
L-1	S 73°20'15"W	84.55'
L-2	S 69°04'45"W	668.11'
L-4	N 33°59'29"E	121.14'

100.16 ACRES (BY DEED)
 HUIE H. LAMB, JR.
 VOLUME 2323, PAGE 739
 O.R.W.C.T.
 DESCRIBED IN
 VOLUME 429 PAGE 140
 D.R.W.C.T.

L. B. JOHNSON SURVEY
 ABSTRACT NO. 350

PROPOSED SAN GABRIEL PARKWAY
 (PROPOSED 110' RIGHT-OF-WAY)

1.109 ACRES
 48,316 SQ. FT.

145.28 ACRES (BY DEED)
 PALMERA RIDGE DEVELOPMENT, INC.
 DOCUMENT No. 2013115345
 O.P.R.W.C.T.

100.16 ACRES (BY DEED)
 HUIE H. LAMB, JR.
 VOLUME 2323, PAGE 739
 O.R.W.C.T.
 DESCRIBED IN
 VOLUME 429 PAGE 140
 D.R.W.C.T.

0.038 ACRE (BY DEED)
 WILLIAMSON COUNTY, TEXAS
 DOCUMENT No. 2006096128
 O.P.R.W.C.T.

9.53 ACRES (BY DEED)
 PARKER 274 INVESTMENTS, LLC
 DOCUMENT No. 2012041079
 O.P.R.W.C.T.

DETAIL "A"
 (NOT TO SCALE)

SEE
 DETAIL
 "A"

FOUND 4" SQUARE
 CONCRETE MONUMENT

100 50 0 100
 SCALE IN FEET



City of Leander, Texas

104 N BRUSHY STREET • LEANDER, TEXAS • 78641

SAN GABRIEL PARKWAY

TYPE OF EXHIBIT: RIGHT-OF-WAY

OWNER: HUIE H. LAMB, JR.

SURVEY: L. B. JOHNSON SURVEY, ABSTRACT NO. 350

LOCATION: LEANDER, WILLIAMSON COUNTY, TEXAS

(TYPE) ACQUISITION AREA: 48,316 SQUARE FEET OR 1.109 ACRES

WHOLE PROPERTY ACREAGE: 100.16 ACRES (BY DEED)

JOB No. FNL1521.00

DRAWN BY: JWW

CHECKED BY: TEC

CAD FILE: FNL1521.00-P-01.DWG

DATE: MAY 31, 2017

PAGE 3 OF 4

SCALE: 1" = 100'

GORRONDONA & ASSOCIATES, INC. • 4201 WEST PARKER LANE, BUILDING A, SUITE 150, AUSTIN, TX. 78727

512-719-8933 FAX 512-719-8944



EXHIBIT "A"**NOTES:**

1. A LEGAL DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PLAT.
2. ROW MARKERS ALONG PROPOSED RIGHT-OF-WAY LINE ARE A 5/8" IRON ROD SET WITH BLUE CAP STAMPED "GORRONDONA" UNLESS OTHERWISE NOTED.
3. ALL BEARINGS AND COORDINATES ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, NAD-83, CENTRAL ZONE 4203, ALL DISTANCES AND AREAS SHOWN ARE SURFACE.

LEGEND

- = MONUMENT FOUND (AS NOTED)
- = 5/8" IRON ROD WITH CAP STAMPED "GORRONDONA" SET
- O.P.R.W.C.T. = OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
- O.R.W.C.T. = OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
- D.R.W.C.T. = DEED RECORDS WILLIAMSON COUNTY, TEXAS

LINE TABLE		
LINE	BEARING	DISTANCE
L-2	S 69°04'45"W	668.11'
L-3	N 68°46'58"E	149.97'

SUBJECT TRACT &
LOCATION OF ACQUISITION

L. B. JOHNSON SURVEY,
ABSTRACT NO. 350

100.16 ACRES (BY DEED)
HUIE H. LAMB, JR.
VOLUME 2323, PAGE 739
O.R.W.C.T.
DESCRIBED IN
VOLUME 429 PAGE 140
D.R.W.C.T.

REMAINDER OF 220.3 ACRE TRACT (BY DEED)
NANCY CHERYL TOUNGATE (AS TO AN UNDIVIDED 12.5% INTEREST)
MARK ERNEST TOUNGATE (AS TO AN UNDIVIDED 18.75% INTEREST)
LAURA NICOLE TOUNGATE (AS TO AN UNDIVIDED 18.75% INTEREST)
AND ERNEST LOYD TOUNGATE (AS TO AN UNDIVIDED 50% INTEREST)
DOCUMENT NUMBER: 2015093773
O.P.R.W.C.T.

PROPOSED SAN GABRIEL PARKWAY
(PROPOSED 110' RIGHT-OF-WAY)

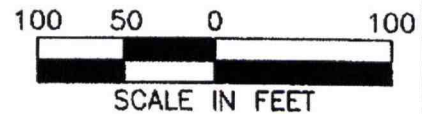
1.109 ACRES
48,316 SQ. FT.

SET 5/8" IRON ROD WITH
CAP STAMPED "GORRONDONA"

S 69°04'14"W 279.12'

FOUND 4" SQUARE
CONCRETE MONUMENT
(LEANING)

145.26 ACRES (BY DEED)
PALMERA RIDGE DEVELOPMENT, INC.
DOCUMENT NO. 2013115345
O.P.R.W.C.T.



MATCH LINE PAGE 3



City of Leander, Texas

104 N BRUSHY STREET • LEANDER, TEXAS • 78641

SAN GABRIEL PARKWAY

TYPE OF EXHIBIT: RIGHT-OF-WAY

OWNER: HUIE H. LAMB, JR.

SURVEY: L. B. JOHNSON SURVEY, ABSTRACT NO. 350

LOCATION: LEANDER, WILLIAMSON COUNTY, TEXAS

(TYPE) ACQUISITION AREA: 48,316 SQUARE FEET OR 1.109 ACRES

WHOLE PROPERTY ACREAGE: 100.16 ACRES (BY DEED)

JOB No. FNL1521.00

DRAWN BY: JWW

CHECKED BY: TEC

CAD FILE: FNL1521.00-P-01.DWG

DATE: MAY 31, 2017

PAGE 4 OF 4

SCALE: 1" = 100'

GORRONDONA & ASSOCIATES, INC. • 4201 WEST PARKER LANE, BUILDING A, SUITE 150, AUSTIN, TX. 78727 • 512-719-9933 FAX 512-719-9944



Longhorn Title Co., Inc.

Exhibit C

SERVICE AGREEMENT

[SEE ATTACHED]

**AGREEMENT REGARDING POST-ANNEXATION PROVISION OF SERVICES
FOR PROPERTY TO BE ANNEXED INTO THE CITY OF LEANDER**

This Agreement is entered into by and between the City of Leander, Texas, a municipal corporation ("City"), and the City of Leander, Texas ("Landowner"). The City and the Landowner may be referred to herein singularly as "Party" or collectively as the "Parties."

RECITALS

WHEREAS, upon the request of the Landowner, the City intends to institute annexation proceedings for an area of land described more in **Exhibit A** and attached hereto and incorporated by reference herein, less and except any property previously annexed by the City (the, "Subject Property"); and

WHEREAS, Section 43.0672, Loc. Gov't. Code, requires the Parties to enter into a written agreement identifying a list of public services to be provided to the Subject Property and a schedule for the provision of those services that are not otherwise provided on the effective date of the annexation; and

WHEREAS, this Agreement is being entered into by and between the Parties to comply with Texas Local Government Code, Chapter 43, Sub-Chapter C-3, Section 43.0672, prior to the City's consideration of an ordinance annexing the Subject Property, it being understood, acknowledged and agreed by the Parties that annexation of the Subject Property is a condition precedent to this Agreement becoming effective; and

WHEREAS, this Agreement shall be deemed effective on the effective date of an ordinance approved by the City annexing the Subject Property (hereinafter, the "Effective Date"); and

WHEREAS, the Subject Property is not included in the municipal annexation plan and is exempt from the requirements thereof; and

WHEREAS, the infrastructure provided for herein and that are existing are sufficient to service the Subject Property on the same terms and conditions as other similarly situated properties currently within the City limits and no capital improvements are required to offer municipal services on the same terms and conditions as other similarly situated properties within the City; and

WHEREAS, it is found that all statutory requirements have been satisfied and the City is authorized by *Chapter 43, Loc. Gov't. Code*, to annex the Subject Property into the City; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

The following services and schedule represent the provision of services agreed to between the Landowner of the Subject Property and the City establishing a program under which the City will provide municipal services to the Subject Property, as required by section 43.0672 of the Texas Local Government Code. The services detailed herein will be provided at a level consistent with service levels provided to other similarly situated areas within the City.

The following services will be provided for the Subject Property on the Effective Date of annexation:

(1) **General Municipal Services.** Pursuant to the requests of the owner and this Agreement, the following services shall be provided immediately from the effective date of the annexation:

A. Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City. Upon annexation, police protection will be provided to the Subject Property at a level consistent with the service to other areas of the City with similar population density and characteristics. The City's police services include neighborhood patrols, criminal investigations, crime prevention, community services and school programs.

B. Fire protection and Emergency Medical Services as follows:

Fire protection by the present personnel and equipment of the City fire fighting force and the volunteer fire fighting force with the limitations of water available. Radio response for Emergency Medical Services with the present personnel and equipment.

C. Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City. The City provides residential solid waste collection services within the City limits for a fee under a contract between the City and private refuse collection operator. The residential solid waste collection services include garbage collection, recycling, bulky item collection and yard waste collection. Commercial solid waste collection services are also available. This service will be provided for a fee to any person within the Subject Property requesting the service after the Effective Date of annexation, provided that a privately owned solid waste management service provider is unavailable. If the Subject Property is already receiving service, the City may not prohibit solid waste collection by the privately owned solid waste management service provider, nor may the City offer solid waste collection services for a period of two (2) years following the Effective Date of the annexation unless a privately owned solid waste management service provider is or becomes unavailable, as established by Texas Local Government Code section 43.0661. If a landowner uses the services of a privately owned solid waste management service provider or services are available from a privately owned solid waste management service provider during the two (2) years following annexation, the City will not provide solid waste collection services to that landowner.

D. Animal control as follows:

Service by present personnel, equipment and facilities or by contract with a third party, as provided within the City.

E. Maintenance of City-owned parks and playgrounds within the City.

F. Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities. Municipal Court and General Administration services will also be available to property owners and residents in the Subject Property on the same basis those facilities are available to current City property owners and residents.

G. Maintenance of other City facilities, buildings, and service.

H. Land use regulation as follows:

On the effective date of annexation, the zoning jurisdiction of the City shall be extended to include the annexed area, and the use of all property therein shall be grandfathered; and shall be temporarily zoned "SFR-1-B" with the intent to rezone the Subject Property upon request of the landowner or staff. The

Planning & Zoning Commission and the City Council will consider rezoning the Subject Property at future times in response to requests submitted by the Landowners or authorized city staff. The City will impose and enforce its adopted ordinances, including but not limited to, zoning, subdivision development, site development and building code regulations within the Subject Property upon the Effective Date of the annexation. Enforcement will be in accordance with City ordinances. Development plans and plats for projects within the Subject Property will be reviewed for compliance with City standards.

(2) **Scheduled Municipal Services.** Due to the size and vacancy of the Subject Property, the plans and schedule for the development of the Subject Property, the following municipal services will be provided on a schedule and at increasing levels of service as provided herein:

A. Water service and maintenance of water facilities as follows:

(i) Inspection of water distribution lines as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the Subject Property, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity ("CCN") for the Subject Property, or portions thereof as applicable, or absent a water CCN, by the utility in whose jurisdiction the Subject Property, or portions thereof as applicable, is located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. If connected to the City's water utility system, the Subject Property's owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the Subject Property as required in City ordinances. Upon acceptance of the water lines within the Subject Property and any off-site improvements, water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a water well that is in use on the effective date of the annexation and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the Subject Property's owner requests and is able to connect to the City's water utility system.

B. Wastewater service and maintenance of wastewater service as follows:

(i) Inspection of sewer lines as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the subjects property, or applicable portions thereof, by the utility holding a wastewater CCN for the Subject Property, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the Subject Property, or portions thereof as applicable, is located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City's wastewater utility system, the Subject Property's owner shall construct the internal wastewater lines and pay the costs of line

extension and construction of facilities necessary to provide wastewater service to the Subject Property as required in City ordinances. Upon acceptance of the wastewater lines within the Subject Property and any off-site improvements, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The wastewater system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a septic system that is in use on the effective date of the annexation and is in compliance with all applicable rules and regulations shall be permitted and such use may continue until the Subject Property owner requests and is able to connect to the City's wastewater utility system.

C. Maintenance of streets and rights-of-way as appropriate as follows:

(i) Provide maintenance services on existing public streets within the Subject Property and other streets that are hereafter constructed and finally accepted by the City. The maintenance of the streets and roads will be limited as follows:

1. Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.; and

2. Routine maintenance as presently performed by the City.

D. The City will maintain existing public streets within the Subject Property, and following installation and acceptance of new roadways by the City as provided by city ordinance, including any required traffic signals, traffic signs, street markings, other traffic control devices and street lighting, the City will maintain such newly constructed public streets, roadways and rights-of-way within the boundaries of the Subject Property, as follows:

(i) As provided in C(i)(1) and C(i)(2) above;

(ii) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies;

(iii) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards; and

(iv) Installation and maintenance of street lighting in accordance with established policies of the City;

E. The outer boundaries of the Subject Property abut existing roadways. The Landowner agrees that no improvements are required on such roadways to service the Subject Property.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: None. Upon development of the Subject Property or redevelopment, the Landowner will be responsible for the development costs the same as a developer in a similarly situated area

under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the Subject Property the same as similarly situated properties. When deemed necessary, capital improvement acquisition or construction will occur in accordance with applicable ordinances and regulations and the adopted capital improvement plans of the City, as applicable and amended, which are incorporated herein by reference.

(4) **Term.** If not previously expired, this agreement expires at the end of ten (10) years.

(5) **Property Description.** The legal description of the Subject Property is as set forth in the Annexation Ordinance and exhibits attached to the Annexation Ordinance to which this Agreement is attached.

(6) **Binding Effect/Authority.** This Agreement binds and inures to the benefit of the Parties and their respective heirs, successors, and permitted assigns. Each Party further warrants that each signatory to this Agreement is legally authorized to bind the respective individual or entity for the purposes established herein.

(7) **Choice of Law.** This Agreement will be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. Venue for any dispute shall lie exclusively in Williamson County, Texas.

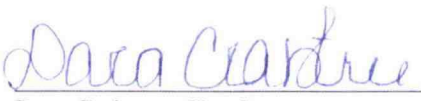
(8) **Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all signatory Parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

(9) **Legal Construction.** If any provision in this Agreement is for any reason found to be unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the Parties, the unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of the Agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the Parties by reason of authorship or origin of language.

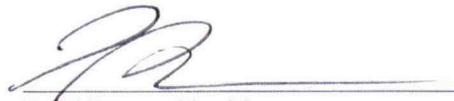
(10) **Entire Agreement.** This Agreement contains the entire Agreement between the Parties relating to the rights herein granted and the obligations herein assumed and cannot be varied except by written agreement of the Parties. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the Party to be charged.

EXECUTED and AGREED to by the Parties this the 6 day of June, 2024

ATTEST:


Dara Crabtree, City Secretary

THE CITY OF LEANDER, TEXAS


Todd Parton, City Manager

LANDOWNER(S):

By: _____

Name: _____

Title: _____

Address _____

County _____

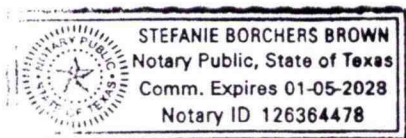
STATE OF TEXAS

COUNTY OF

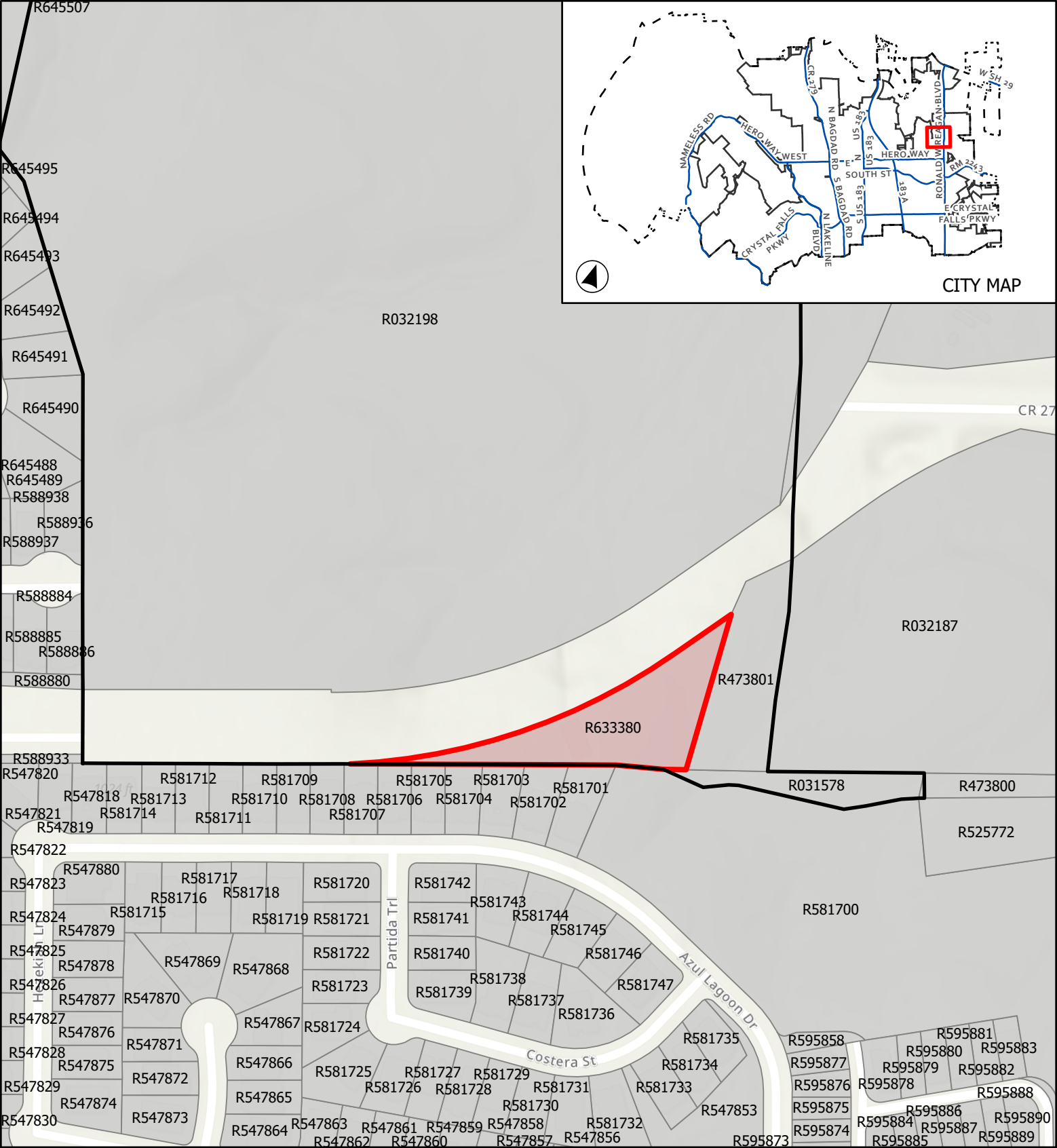
BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Todd Parton, on behalf of City of Leander, owner of the Subject Property and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that they had authority to bind the entity and that they executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 22 day of May 2024.

(SEAL)



Notary Public - State of Texas



CITY INITIATED ANNEXATION

Location Map

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



0 105 210

Feet



City Limits

ETJ Boundary

 Subject Boundary

THURSDAY, JULY 18, 2024 Or at a special called meeting after the First Reading; Or within 90 days of First Reading. Tuesday July 9, 2024 Council packet deadline	SECOND & FINAL READING OF ORDINANCE REGULAR MEETING	Second reading of annexation Ordinance – City Charter, Section 4.06(c)
Within 30 days of Second Reading	CITY SENDS COPY OF MAP showing boundary changes to County Voter Registrar in a format that is compatible with mapping format used by registrar	Elec. Code §42.0615
Within 60 days of Second Reading	CITY PROVIDES CERTIFIED COPY OF ORDINANCE AND MAPS TO: 1. County Clerk 2. County Appraisal District 3. County Tax Assessor Collector 4. 911 Addressing 5. Sheriff's Office 6. City Department Heads 7. State Comptroller 8. Franchise Holders ESD - if annexed area located in district and city intends to remove the area from the district and be the sole provider of emergency services; See Health and Safety Code, Section 775.022	Williamson County ESD No. 5 : Notice must be sent to the secretary of the ESD board by certified mail, return receipt requested, as applicable <i>Leander is located in Williamson and Travis Counties. Confirm which ESD needs notice of disannexation.</i>

***Dates in BOLD are MANDATORY dates to follow. Please advise of schedule deviation.**

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS ANNEXING 1.109 ACRES OF LAND, MORE OR LESS, LOCATED IN WILLIAMSON COUNTY, TEXAS, INTO THE CORPORATE LIMITS OF THE CITY OF LEANDER, TEXAS, AT THE REQUEST OF THE PROPERTY OWNER; APPROVING AN AGREEMENT FOR THE PROVISION OF SERVICES FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, the City of Leander, Texas, is a home-rule municipality authorized by State law to annex territory lying adjacent and contiguous to the City;

WHEREAS, the owners of the property, as hereinafter described, made written request for the City to annex such property in compliance with the *Tex. Loc. Gov't. Code*;

WHEREAS, the property is adjacent and contiguous to the present city limits;

WHEREAS, the City Council heard and has decided to grant the owners' request that the City annex said property;

WHEREAS, a public hearing was conducted prior to consideration of this Ordinance in accordance with §43.0673 of the *Tex. Loc. Gov't. Code*;

WHEREAS, notice of the public hearing was published not more than twenty (20) nor less than ten (10) days prior to the public hearing;

WHEREAS, the City intends to provide services to the property to be annexed according to the agreement for the provision of services attached hereto as **Exhibit A**.

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

SECTION 1. That all of the above premises and findings of fact are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2. All portions of the following described properties (hereinafter referred to as the "Annexed Property"), not previously annexed into the City, are hereby annexed into the corporate limits of the City of Leander:

Being a 1.109 acre tract of land situated in the L.B. Johnson survey, Abstract No. 350 in Williamson County, Texas, said 1.109 acre tract of land being a portion of a 100.16 acre tract of land (by deed) deeded to Huie H. Lamb, Jr. as recorded in Volume 2323, Page 739, of the Official Records of Williamson County, Texas (O.R.W.C.T.), said 100.16 acre tract of land being further described in Volume 429, Page 140, of the Deed Records of Williamson County, Texas, (D.R.W.C.T.) being more particularly described in **Exhibit B** attached hereto and incorporated herein for all purposes.

SECTION 3. That the provision of services agreement submitted herewith is hereby approved as part of this Ordinance, made a part hereof and attached hereto as **Exhibit A**.

SECTION 4. That the future owners and inhabitants of the Annexed Property shall be entitled to all of the rights and

privileges of the City as set forth in the provisions of services agreement attached hereto as **Exhibit A**, and are further bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be hereafter adopted.

SECTION 5. That the official map and boundaries of the City, heretofore adopted and amended be and hereby are amended so as to include the Annexed Property as part of the City of Leander.

SECTION 6. That the Annexed Property shall be temporarily zoned District “SFR-1-B” as provided in the City Zoning Ordinance, as amended, until permanent zoning is established, therefore.

SECTION 7. That if any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 8. That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov’t. Code*.

SECTION 9. That it is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov’t. Code*.

PASSED AND APPROVED on First Reading this 9th day of July 2024.

FINALLY PASSED AND APPROVED on this 18th day of July 2024.

ATTEST:

CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor

Exhibit A

SERVICE AGREEMENT

[SEE ATTACHED]

Exhibit B

PROPERTY DESCRIPTION

[SEE ATTACHED]



EXECUTIVE SUMMARY
7/9/2024

AGENDA SUBJECT:

Conduct a Public Hearing regarding Ordinance Case OR-24-0015 to amend the Composite Zoning Ordinance to adopt regulations for an Entertainment Overlay, adopt regulations for Farmers' Markets, update definitions, update permitted uses, and to provide for related matters; Williamson and Travis Counties, Texas.

- Discuss and consider action regarding Ordinance Case OR-24-0015 as described above.

BACKGROUND:

This request is the second step in the ordinance process. Staff recommends approval of the ordinance amendments. During the meeting of June 27, 2024, the Planning & Zoning Commission held a public hearing and delayed action following discussions. The Commission asked Staff to clarify standards for lighting, provide a definition of "locally produced," and adjust the requirements for the vendor types. Staff has provided an updated redline for review to include the following:

1. Lighting associated with an Entertainment District has been updated to clarify visibility from residential properties and public right-of-way.
2. Provided a definition of Locally Produced.
3. Reduced percentage of food vendors for Farmers' Market.

The Sign Ordinance adopted in September 2023 allows for a Master Sign Plan intended to provide a consistent and architecturally compatible plan for multiple signs within a development. A Farmer's Market is eligible for a Promotion Event Package which includes temporary signage with the addition of Swooper Flags, Human Signs, and Bandit Signs. If Staff notices that these standards are prohibitive to the proposed uses, Staff reviews the Sign Ordinance on an annual basis and makes amendments as needed.

HISTORY/TIMELINE:

06/13/2024 – Planning & Zoning, 1st Public Hearing

06/27/2024 – Planning & Zoning, approved

APPLICANT/AGENT:

City of Leander

RECOMMENDATION:

The Planning & Zoning Commission recommended approval during the June 27, 2024 meeting.

PRESENTER:

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

Fiscal Impact

Attachments:

1. OR-24-0015 Att 1 Planning Analysis
2. OR-24-0015 Att 2 Entertainment District Ordinance Redline
3. OR-24-0015 Att 3 6-13-2024 P & Z Minutes
4. OR-24-0015 Att 4 6-26-2024 P&Z Minutes



PLANNING ANALYSIS

ORDINANCE CASE OR-24-0015 COMPOSITE ZONING ORDINANCE ENTERTAINMENT OVERLAY & FARMERS' MARKETS

GENERAL INFORMATION

Owner/Agent:	City of Leander
Ordinance:	Composite Zoning Ordinance
Proposed Change:	Add options for an Entertainment Overlay and Farmers' Markets
Staff Contact:	Robin M. Griffin, AICP Executive Director of Development Services

BACKGROUND

Over time, the City Staff has received requests for more opportunities to support and provide flexibility for entertainment activities within the city. Staff has developed an Entertainment Overlay to promote areas for entertainment throughout the city. This overlay allows the Planning & Zoning Commission and City Council the ability to approve requests for an Entertainment Overlay through an evaluation of the proposed activity and the surrounding developments.

The ordinance update implements the following Comprehensive Plan Action Items:

- Action 1.2.4 of the Comprehensive Plan includes preparing amendments to the development codes for regulatory parameters to generate public-oriented spaces.
- Action 3.1.3 calls for prioritizing the recruitment of destination-oriented concepts including entertainment.
- Strategy 7.3 encourages regional attractions including entertainment developments with Action 7.3.4 focusing on event spaces for entertainment.

ENTERTAINMENT OVERLAY INFORMATION

This amendment to the Composite Zoning Ordinance allows for property owners to request an Entertainment Overlay to support alternative standards for noise, lighting, and use regulations. The intent is to promote a vibrant and active place, thereby providing residents and employees opportunities to socialize and be entertained within the City. Each Entertainment Overlay shall include a minimum of ten (10) acres in size to establish an area intended for entertainment purposes. This area may include multiple properties or a single large property. Establishing an Entertainment Overlay will be permitted only in accordance with the City's Comprehensive Plan and this ordinance.

Entertainment Overlays shall be established through a public hearing process similar to a zoning case since the district supports amendments to the code with regards to land uses. These areas shall include entertainment uses that promote active public uses that may include amusement activities, theaters, plaza, outdoor seating areas, outdoor cafes, destination locations and may include the following additional uses:

- Banquet Hall or Events Center;
- Bar or Private Club;
- Brewpub;
- Entertainment venues including theaters, amusement parks, arenas, stadiums, commercial sports venues;
- Farmer's Market Temporary Use
- Hotels, Full Service
- Hotels, Boutique;

- Microbrewery, Microdistillery, or Microwinery;
- Mobile Food Establishment Temporary Use and Park in compliance with Article, IV, Section 10 of the Composite Zoning Ordinance;
- Night Club;
- Outdoor Music
- Restaurants with outdoor patios;
- Theatre, Indoor; and/or

The following criteria shall apply to Entertainment Overlays:

- **ALCOHOLIC BEVERAGE SALES AND SERVICE:** Alcoholic beverages may be sold and/or served for on or off-premise consumption on property located within an Entertainment Overlay in compliance with the TABC regulations.
- **HOURS OF OPERATION:** There shall be no hours of operation except as follows:
 - Bars, private clubs, or night clubs shall not be open for business to the public between 2:00 a.m. and 8:00 a.m. any day of the week.
 - Outdoor business shall not be allowed between the hours of 10:00 p.m. and 7:00 a.m. when located within five hundred (500') feet of a structure zoned and/or used for residential purposes.
- **LIGHTING:** Alternative lighting such as string lighting within centers and outdoor gathering spaces are permitted. All alternative lighting shall meet the intent of the Composite Zoning Ordinance.
- **PARKING:** A parking reduction may be considered for multi-occupant centers of up to ten (10%) percent of the ordinance requirement where shared parking is proposed.

This amendment also includes provisions to allow for Farmers' Markets. This use may either be allowed by right in an Entertainment Overlay or through the special use permit process.

ENTERTAINMENT OVERLAY PROCESS

Before the establishment of an Entertainment Overlay, the request shall be reviewed by the Planning & Zoning Commission for study and report concerning the effect of the proposed use on the Comprehensive Plan and on the character and development of the neighborhood and final approval by the City Council. Notice shall be given and public hearings held in the same manner as for all other zoning and rezoning applications.

Each Entertainment Overlay shall be individually identified and may include conditions to accommodate unique features of the area such as surrounding developments, including modifications to the provisions of this Section.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING SECTIONS OF ARTICLE 14.02, THE COMPOSITE ZONING ORDINANCE TO AMEND THE COMPOSITE ZONING ORDINANCE TO ADOPT REGULATIONS FOR AN ENTERTAINMENT OVERLAY AND FARMERS' MARKETS, UPDATE DEFINITIONS, AND PROVIDE FOR RELATED MATTERS; PROVIDING A SEVERABILITY CLAUSE, PROVIDING SAVINGS, EFFECTIVE DATE AND OPEN MEETINGS CLAUSES, AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the City sees a need to adopt an Entertainment Overlay to allow for alternative uses, lighting standards, modified parking requirements, and hours of operation, as well as support other outdoor entertainment.

WHEREAS, the Planning & Zoning Commission held a public hearing on the proposed amendments to Section 14.02.001, Article 14.02, Chapter 14, Leander Code of Ordinances (the "Composite Zoning Ordinance"), and forwarded its recommendation on the amendments to the City Council; and

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 Article I, Section 6. Article I, Section 6 of the Composite Zoning Ordinance is hereby amended to add the following definitions:

Agricultural Product means a product intended for direct human consumption or animal consumption such as vegetables, fruits, dairy products, eggs, grains, meats, poultry, fish, honey, wool, plants, or other similar products.

Artisan means sculptors, painters, sketch artists, potters, wood and leather craftsmen, glass blowers, weavers, silversmiths, designers of ornamental and precious jewelry, screen printers, air brushers, and other similar uses.

Banquet Hall or Events Center means a facility or hall which is rented by individuals or groups to accommodate private functions including, but not limited to, banquets, weddings,

anniversaries, corporate events, and other similar celebrations. Such use may or may not include: 1) kitchen facilities for the preparation or catering of food; 2) the sale of alcoholic beverages for on-premise consumption, only during scheduled events and not open to the general public; and 3) outdoor gardens or reception facilities.

Entertainment Overlay means an area designated by the Planning & Zoning Commission and City Council that allows for alternative standards regarding noise, lighting, and use regulations. This overlay is a regulatory tool that creates a special zoning district, placed over an existing base zoning district, which identifies special provisions in addition to those in the underlying base zone.

Farmers' Market means the offering for sale of fresh agricultural products and Locally Produced goods directly to the customer at an open air market event at which at least forty (40%) ~~majority~~ of the vendors are farmers or other food producers. The Farmer's Market may include vendors who are not farmers or food producers ~~provided that farmers and food producers make up the majority of vendors who participate in the market~~ to include hand made products and artisan goods.

Farmers' Market Permanent Use means a Farmers' Market held at a permanent location designed for a Farmers' Market and authorized by a special use permit.

Farmers' Market Temporary Use means a Farmers' Market held at a temporary outdoor location within an Entertainment Overlay.

Hotel, Boutique means a small hotel with less than fifty (50) guest rooms that is not accessed from a Toll Road or Arterial. A boutique hotel is not part of a large hotel chain and typically has a unique location and may be associated with specialty amenities such as a spa or live entertainment.

Hotel, Extended Stay means a hotel offering individual guest rooms or suites for rent intended to be used for stays which may exceed thirty (30) days. An extended stay hotel may include meeting rooms, recreational facilities for renters, and suites may have full kitchen facilities to accommodate extended stays.

Hotel, Full Service means a hotel that includes a minimum of one hundred (100) guest rooms, a full service restaurant, meeting rooms, and guest services that are customary to hotel services amenities such as dry cleaning service, fitness centers, laundry facilities, and/or spa services.

Hotel, Limited Service means a hotel that does not provide additional guest services beyond the customary hotel services and amenities.

Locally Produced means agricultural products or goods produced within the State of Texas for the purpose of this ordinance.

Multi-Occupant Center means a development that includes three or more retail, entertainment, business, industrial, wholesale, or professional uses that share common

facilities including parking, driveways, utilities, detention, and landscaping.

Outdoor Music means a sound that is amplified and not fully enclosed by permanent, solid walls and a roof, or allowed to project out of an exterior doorway that is routinely opened.

Plaza means an outdoor shared space located within a Multi-Occupant Center that promotes public gatherings.

Theater, Indoor means an enclosed structure used for motion pictures, cultural or performing arts, and may include food and alcoholic beverage sales.

SECTION 3. Amendment of Article I, Section 6. Article I, Section 6 of the Composite Zoning Ordinance is hereby amended to replace the definition of hotel with the following:

Hotel means a building in which lodging or boarding and lodging are provided and offered to the public for compensation for a period of less than thirty (30) days and in which ingress and egress to and from all rooms is made through and inside a lobby or office supervised by a person in charge at all hours. As such, it is open to the public in contradiction to a boarding house, a lodging house, or an apartment.

SECTION 4. Amendment of Article III, Section 16(b). Article III, Section 16(b) of the Composite Zoning Ordinance is hereby amended to add Banquet Hall or Events Center, Boutique Hotel, Extended Stay Hotel, Full Service Hotel, Limited Service Hotel, and Indoor Theater to the list of permitted uses. Uses shall appear in alphabetical order and existing sections will be renumbered accordingly.

SECTION 5. Amendment of Article III, Section 20. Article III, Section of the Composite Zoning Ordinance is hereby amended to add Banquet Hall or Events Center, Boutique Hotel, Extended Stay Hotel, Full Service Hotel, Limited Service Hotel, and Indoor Theater to the list of permitted uses in the GC, HC, and HI Use Components.

SECTION 6. Amendment of Article IV, Section 2(a). Article IV, Section 2(a) of the Composite Zoning Ordinance is hereby amended to add the following:

(17) Farmers' Market

SECTION 7. Amendment of Article IV. Article IV of the Composite Zoning Ordinance is hereby amended to add a new Section 11 and a new Section 12, and to renumber the existing Section 11 to Section 13:

SECTION 11: Entertainment Overlay

(a) Intent. The intent of the Entertainment Overlay is to allow for the development of property as a destination and entertainment venue that will be used to promote a vibrant and active place, thereby providing residents and employees opportunities to socialize and be entertained within the City. Each Entertainment Overlay shall include multiple properties or one large property that is a minimum of ten (10) acres in size to establish an

- area intended for entertainment purposes. Establishing an Entertainment Overlay will be permitted only in accordance with the City's Comprehensive Plan and this ordinance.
- (b) Application. Unless modified by the ordinance establishing the Entertainment Overlay for particular properties, the provisions of this section shall be in addition to all other provisions of the underlying zoning district. This district may relax certain standards for development.
 - (c) Criteria. In order for a property to be designated with the Entertainment Overlay, the property shall include entertainment uses that promote vibrant and active public uses that include amusement activities, theaters, plazas, outdoor seating areas, outdoor cafes, destination locations, and uses listed in Section (d) below.
 - (1) The property shall include entertainment uses in addition to the uses permitted by right in the base zoning district.
 - (2) The ordinance adopting the Entertainment Overlay will take effect when entertainment uses are established on the property through the issuance of a certificate of occupancy.
 - (3) If the entertainment uses cease operation, the Entertainment Overlay shall expire after six (6) months.
 - (4) If the entertainment uses substantially change, an amendment is required to be submitted for review and action by the Planning & Zoning Commission and City Council. The Director of Planning may approve minor amendments to the uses.
 - (5) An Entertainment Overlay shall contain a minimum of ten (10) acres unless otherwise approved by the establishment of the overlay.
 - (d) Entertainment Overlay Permitted Uses
 - (1) All uses permitted by the base zoning district of the property;
 - (2) Banquet Hall or Events Center;
 - (3) Bar or Private Club;
 - (4) Brewpub;
 - (5) Entertainment venues including theaters, amusement parks, arenas, stadiums, commercial sports venues;
 - (6) Farmer's Market Temporary Use
 - (7) Hotels, Full Service
 - (8) Hotels, Boutique;
 - (9) Microbrewery, Microdistillery, or Microwinery;
 - (10) Mobile Food Establishment Temporary Use and Park in compliance with Article, IV, Section 10 of the Composite Zoning Ordinance;
 - (11) Night Club;
 - (12) Outdoor Music
 - (13) Restaurants with outdoor patios;
 - (14) Theatre, Indoor; and/or
 - (15) Any similar uses as permitted by the Director of Planning.
 - (e) Alcoholic Beverage Sales and Service
 - (1) Alcoholic beverages may be sold and/or served for on or off-premise consumption on property located within the Entertainment Overlay that is developed and used for

the uses listed in (d) above subject to the terms of the permit or license issued to the owner or operator of the property by the Texas Alcoholic Beverage Code, as amended.

(f) Hours of Operation

(1) There shall be no hours of operation except as follows:

- a. Property located in the Entertainment Overlay District and developed and used as a Bar, Private Club, or Night Club shall not be open for business to the public between 2:00 a.m. and 8:00 a.m. any day of the week.
- b. Outdoor Music shall not be allowed between the hours of 10:00 p.m. and 7:00 a.m. when located within five hundred (500') feet of a structure zoned and/or used for residential purposes.

(g) Lighting. Alternative lighting is permitted in an Entertainment Overlay. Lighting such as string lights within centers and outdoor gathering spaces are permitted. Any alternative lighting shall meet the intent of the Composite Zoning Ordinance and shall ~~not be oriented so that light intensity or brightness is directed away from public~~ be visible from the right-of-way or adjacent residential properties zoned or used for residential.

(h) Parking.

- (1) A parking reduction may be considered for Multi-Occupant Centers of up to ten (10%) percent of the ordinance requirements when shared parking facilities are proposed.
- (2) Outdoor seating areas shall not be counted towards the parking requirements.

(i) Process.

- (1) Before the establishment of an Entertainment Overlay, the request shall be referred to the Planning & Zoning Commission for study and report concerning the effect of the proposed use on the Comprehensive Plan and on the character and development of the neighborhood and final approval by the City Council. Notice shall be given and public hearings held in the same manner as for all other zoning and rezoning applications.
- (2) Each Entertainment Overlay shall be individually identified and may include conditions to accommodate unique features of the area such as surrounding developments, including modifications to the provisions of this Section.

SECTION 12: Farmers' Market

(a) Intent. The intent of this section is to provide regulations for the development of a Farmers' Market as a permanent use and a temporary use. Farmers' Markets are permitted by right on property with an Entertainment Overlay unless otherwise prohibited. Otherwise, a Special Use Permit is required to establish a Farmers' Market.

(b) General requirements.

- (1) A special use permit is required for a Farmers' Market located outside of an Entertainment District.
- (2) A Farmers' Market shall not be operated more than twenty four (24) hours per week and more than twelve (12) hours in any twenty four (24) hour period.

- (3) At least ~~eighty-fourty~~ (840%) percent of the vendors shall be food item vendors whose products are ~~l~~Locally ~~p~~Produced.
- (4) At least ~~eighty-fourty~~ (480%) percent of the cumulative square footage area of all vending booths at the farmers' market must consist of locally produced agricultural products.
- (5) All vendors shall comply with the state licensing requirements.
- (6) The food manufacturing, food distribution, or food wholesale license must be prominently displayed at the vendor's booth throughout the duration of each farmer's market session.
- (7) Any processed foods must be commercially pre-packaged.
- (8) All vendors shall comply with applicable health and safety laws and state regulations. Each vendor at a farmer's market shall meet all requirements of any other applicable law regulating the vendor's operation at the farmers' market, including but not limited to displaying of an appropriate license or permit and meeting required performance standards. The permittee shall be responsible for ensuring that each vendor complies with this subsection. If the permittee is also a vendor at the farmers' market, the permittee shall also meet all requirements of any other applicable law regulating such vendor's operation at the farmers' market.
- (9) Each farmers' market must provide 1.25 parking spaces per vending booth.

SECTION 13: Exceptions

- (a) Where a legal lot or other legal tract less than the required width, depth or area established in this ordinance, and in existence on the effective date of this ordinance, these lot size requirements shall not prohibit the erection of one primary structure for occupancy for a use permitted within the district in which the lot or tract is located.
- (b) Where a preliminary plat or concept plan, filed or approved prior to the effective date of this ordinance and compliant with the minimum requirements in effect when filed or approved, shows lots less than the required width, depth or area established in this ordinance and does not expire prior to submission of a final plat, the final plat may be approved with the lot sizes as approved on the preliminary plat or concept plan.
- (c) Special consideration for the width and depth of cul-de-sac lots will be given as long as they meet the minimum area requirement of their respective district.

SECTION 8. Amendment of Article VI, Section 3(a). Article VI, Section 3 a) of the Composite Zoning Ordinance is hereby amended to add the following parking requirements:

USE CATEGORY	SPECIFIC USE	SPACE REQUIREMENT
COMMERCIAL USES		
Commercial Office, Retail Sales, & Services	Farmers' Market	1.25:booth or vendor stall

SECTION 9. Conflicting Ordinances. Exhibit " A", Chapter 14, Leander Code of Ordinances is amended as provided herein. All ordinances or parts thereof conflicting or inconsistent with the provisions of this ordinance as adopted herein, are hereby amended to the extent of such conflict. In the event of a conflict or inconsistency between this ordinance and any other code or ordinance of the City, the terms and provisions of this ordinance shall govern.

SECTION 10. Savings Clause. All rights and remedies of the City of Leander are expressly saved as to any and all violations of the provisions of any ordinances affecting subdivision within the City which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

SECTION 11. Effective Date. This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Tex. Loc. Gov't. Code and the City Charter

SECTION 12. 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 13. 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 9th day of July, 2024.

FINALLY PASSED AND APPROVED on this the 18th day of July, 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, June 13, 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 present except Chair Laura Lantrip.
3. Director's report to the Planning & Zoning Commission on action taken by City Council on the June 6, 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 8.

By: Board Member May

Seconded: Board Member Moss

Vote: 6 - 0 None

6. Approval of the minutes for meeting held on May 23, 2024.
7. Approval of the Subdivision Application Forms pursuant to Article IX, Section 9 (a) (1) c. of the Composite Zoning Ordinance; Leander, Williamson & Travis Counties, Texas.
8. Approval of the extension of the completion date for Subdivision Case 20-PICP-0032 Leander Platinum Public Improvement Construction Plans; more particularly described by Williamson Central Appraisal

PUBLIC HEARING: ACTION

9. Conduct a Public Hearing and consider action regarding Zoning Case Z-24-0116 to amend the current zoning of Interim SFS-2-B (Single-Family Suburban) and Interim SFR-1-B (Single-Family Rural) to GC-3-A (General Commercial) on three (3) parcels of land approximately 13.5 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R032163, R032164, and R032168; and generally located south of Hero Way West, approximately 560 feet west of Lakeline Boulevard, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-24-0116 as described above.

No one spoke in favor or opposition of the request.

Motion to approve Zoning Case Z-24-0116.

By: Board Member Mahan

Seconded: Board Member May

Vote: 6 - 0 None

10. Conduct a Public Hearing and consider action regarding Ordinance Case OR-24-0015 to amend the Composite Zoning Ordinance to adopt regulations for an Entertainment Overlay, adopt regulations for Farmers' Markets, update definitions, update permitted uses, and to provide for related matters; Williamson & Travis Counties, Texas. Applicant: City of Leander.

- Discuss and consider action regarding Ordinance Case OR-24-0015 as described above.

No one spoke in favor or opposition of the request.

Motion: to postpone the Ordinance Case OR-24-0015 to the next Planning & Zoning meeting on June 27, 2024, by Vice Chair James Oliver with no second to the motion.

Adjourned at 6:27 p.m.

The meeting reopened at 6:30 p.m. All were present except Chair Lantrip. This item was restated for the record.

Motion to postpone the Ordinance Case OR-24-0015 to the next Planning and Zoning meeting on June 27, 2024.

By: Board Member Cosgrove

Seconded: Board Member Moss

Vote: 6 - 0 None

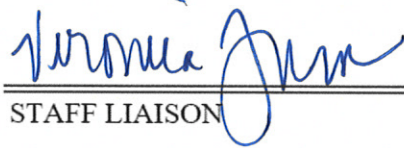
REGULAR AGENDA

11. Adjournment
Meeting adjourned at 6:31 p.m.

APPROVED


CHAIR

ATTEST:


STAFF LIAISON



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, June 27, 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 June 20, 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 the consent agenda items 6 through 8.

By: Board Member May

Seconded: Board Member Moss

Vote: 7-0

6. Approval of the minutes for meeting held on 6/13/2024
7. Approval of the extension of the application expiration for Subdivision Case FP-21-0032 Northline Lots 1–7, Block A Final Plat on one (1) parcel of land approximately 7.465 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R458187, generally located southeast of the intersection of US 183 and San Gabriel Parkway, Leander, Williamson County, Texas.

8. Approval of the extension of the application expiration for Subdivision Case FP-23-0007 Leander Collective Final Plat on eight (8) parcels of land approximately 11.45 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R036221, R036220, R036219, R036218, R036216, R036215, R619681 and R619682; generally located northeast of Horseshoe Drive and South West Drive, Leander, Williamson County, Texas.

PUBLIC HEARING: ACTION

9. Conduct a Public Hearing and consider action on Subdivision Variance Case VA-24-0018 regarding a variance request from Article III, Section 42 (b)(1) of the Subdivision Ordinance that requires all transportation improvements including streets, trails, driveways, sidewalks, bikeways, traffic control, and parking areas within the City's jurisdiction shall be designed in accordance with the City of Leander Composite Zoning Ordinance, Transportation Master Plan, Comprehensive Plan and the City of Austin's Transportation Criteria Manual and Article III, Section 42 (e) of the Subdivision Ordinance that requires sidewalks be installed by the developer on both sides of all streets within and immediately adjacent to a proposed development associated with 4.83 acres ± in size; more particularly described as Silencer Shop Site Development Plans; generally located to the northwest of FM 1431 and Vista Rock Drive, Leander, Williamson County, Texas.

- Discuss and consider action regarding Variance Case VA-24-0018 as described above.

No one spoke in favor or opposition of the request.

Motion: to approve the Variance request.

By: Board Member Cosgrove

Seconded: Board Member Mahan

Vote: 7 - 0 None

REGULAR AGENDA

10. Discuss and consider action regarding Ordinance Case OR-24-0015 to amend the Composite Zoning Ordinance to adopt regulations for an Entertainment Overlay, adopt regulations for Farmers' Markets, update definitions, update permitted uses, and to provide for related matters; Williamson & Travis Counties, Texas.

- Discuss and consider action regarding Ordinance Case OR-24-0015 as described above.

Motion: To approve the Ordinance request.

By: Board Member Oliver

Seconded: Board Member Moss

Vote: 6 - 1 Board Member Calame

11. Adjournment
Meeting adjourned at 6:18 p.m.

APPROVED

CHAIR

ATTEST:

STAFF LIAISON



EXECUTIVE SUMMARY
7/9/2024

AGENDA SUBJECT:

Discuss and consider the selection of Mayor Pro Tem for 2024-2025.

BACKGROUND:

Section 4.02, Mayor Pro Tem of the Home Rule Charter states “At its first regular meeting after each general election or a vacancy in the office of Mayor Pro Tem, the council shall elect one of its members to be Mayor Pro Tem for a one (1)- year term, or to fill the unexpired term resulting from the vacancy. Nominations for Mayor Pro Tem shall require a second and the Mayor Pro Tem shall be the councilmember who receives a majority of the votes cast but not less than four (4) votes. In the absence of the mayor, the Mayor Pro Tem shall perform the duties of the office of the mayor and in such capacity shall be vested with all powers conferred on such office. In the event of the failure, inability, or refusal of the mayor to act in respect to any matter or duty, the Mayor Pro Tem shall act. In the event the office of mayor becomes vacant, the Mayor Pro Tem shall serve as mayor until an election is held to elect a mayor to serve the unexpired term.”

Past Mayor Pro Tems

2022-2023	Esme Mattke Longoria
2021-2022	Na'Cole Thompson
2020-2021	Becki Ross
2019-2020	Chris Czernek

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Dara Crabtree, City Secretary

Fiscal Impact

Attachments:

1. Charter Section 4.02 Mayor Pro Tem

ARTICLE IV. THE AUTHORITY AND LIMITATIONS OF THE CITY COUNCIL

Section 4.02. Mayor Pro Tem.

At its first regular meeting after each general election or a vacancy in the office of Mayor Pro Tem, the council shall elect one of its members to be mayor pro-tem for a one (1) year term, or to fill the unexpired term resulting from the vacancy. Nominations for mayor pro tem shall require a second and the mayor pro tem shall be the councilmember who receives a majority of the votes cast but not less than four votes. In the absence of the mayor, the mayor pro tem shall perform the duties of the office of the mayor and in such capacity shall be vested with all powers conferred on such office. In the event of the failure, inability, or refusal of the mayor to act in respect to any matter or duty, the mayor pro tem shall act. In the event the office of mayor becomes vacant, the mayor pro-tem shall serve as mayor until an election is held to elect a mayor to serve the unexpired term.