



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

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



Mayor – Christine DeLisle

Place 1 – Kathryn Pantalione-Parker

Place 2 – Michael Herrera

Place 3 – David McDonald

Place 4 – Na'Cole Thompson, Mayor Pro Tem

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>.

BRIEFING WORKSHOP - CONVENE AT 6:00 PM

1. Open Meeting.
2. Roll Call.
3. Convene into Executive Session pursuant to
 1. Section 551.071, Texas Government Code, and Section 1305, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding Public Utilities Commission Docket No. 53063, petition by outside city ratepayers appealing the water rates established by the City of Leander, Texas; and
 2. Section 551.071 and Section 551.087, Texas Government Code, Section 1.05, Texas Disciplinary rules of Professional Conduct, to consult with legal counsel regarding the Chapter 380 Agreement with SSM BBQ LEA, LLC; and
 3. Section 551.072, Texas Government Code, to deliberate the acquisition of properties located in the Elijah D. Harmon Survey, Abstract No. 6 for water line easements and temporary construction easements relating to the RM 2243 Water Main Project.

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. Chapter 380 Agreement amendment; and
3. Water line easements and temporary construction easements relating to the RM 2243 Water Main Project.

REGULAR MEETING – CONVENE AT 7:00 PM

4. Open Meeting, Invocation and Pledges of Allegiance.
5. Roll Call.

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

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

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

7. Recognitions/Proclamations/Visitors.

- Proclamation recognizing Backflow Prevention Day (August 16)

8. Leander Chamber of Commerce mid-year update.

CONSENT AGENDA: ACTION

9. Approval of the minutes for meetings held on July 26, 2024 and August 01, 2024.
10. Approval of a waiver of Article 8.04, Noise, Section 8.04.001(a) (11) in the hours of construction work performed by Chasco Constructors to provide early morning concrete pours beginning at 3:00 a.m. between August 16, 2024, through November 22, 2024 (weather permitting) for the Raider Way and Woodview Drive Improvements Project (CIP T.12); and requiring the contractor to notify the neighboring properties a minimum of forty-eight (48) hours in advance of the activities.
11. Ratify City Council direction authorizing the placement of detour and limited street parking signage within Stewarts Crossing for the benefit of the construction detour relating to the Raider Way and Woodview Drive Improvement Project (CIP T.12).
12. Reject all responses received regarding Solicitation S22-031 request for qualifications pre-design services for a new City Hall.
13. Reject all responses regarding Solicitation S22-004 Request for Proposal for Right-of-Way Negotiation Services.
14. Approval of the proposed Brushy Creek Regional Utility Authority (BCRUA) FY 2025 Budget.
15. Approval of an expenditure for the construction of effluent tertiary filters at the Brushy Creek Regional Wastewater System (BCRWWS) Plant in the amount of \$8,309,000.00 with Leander's portion of the contract amount being 12.82%, or \$1,065,213.80.
16. Approval of Task Order GEO-TCI-CIPS23-019-01 with Terracon Consultants, Inc. for geotechnical investigation and pavement design services for Bagdad Road between Crystal Falls Parkway and Hero Way in the amount of \$57,281.70; and authorize the City Manager to execute any and all necessary documents.
17. Approval of the extension of the application expiration for Subdivision Case PICP-22-0007, Leander Collective Construction Plan; more particularly described by Williamson Central Appraisal District Parcels R036215, R036216, R036218, R036219, R036220, R036221, R619681, and R619682; and located to the west of the intersection of Collective Way and US 183 S; Leander, Williamson County, Texas.
18. Approval of Development Agreement Case DA-24-0005 regarding the Republic Trails Retail Center development on two (2) parcels of land approximately 3.33 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R623612 and R623613; generally located 1,000 feet northwest of the intersection of Republic Trails Boulevard and Ronald W. Reagan Boulevard, Leander, Williamson County, Texas.

PUBLIC HEARING: ACTION

19. Conduct a Public Hearing regarding Comprehensive Plan Case CPA-23-0007 to amend the Comprehensive Plan to update the mix of land uses associated with the Activity Center and Zoning Case Z-22-0023 to amend the current zoning of TOD/PUD-CD (Transit Oriented Development / Planned Unit Development – Conventional Development Sector) to adopt the Pioneer Farmstead PUD (Planned Unit Development) with the base zoning of SFL-2-A (Single-Family Limited), SFT-2-A (Single-Family Townhouse), CH-2-A (Cottage Housing), and GC-3-A (General Commercial) on one (1) parcel of land approximately 56.65 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R032213; and generally located northeast of the intersection of 183A Toll Road and East San Gabriel Parkway, Leander, Williamson County, Texas. *[Postponed by Applicant]*

REGULAR AGENDA

20. Discuss the proposed Fiscal Year 2025 Annual Budget and proposed tax rate.
21. Discuss and consider action on a Resolution authorizing the Brushy Creek Regional Utility Authority, Inc., (BCRUA) to execute a Financing Agreement with the Texas Water Development Board relating to the sale of \$39,090,000.00 Brushy Creek Regional Utility Authority, Inc., City of Leander, Texas Contract Revenue Bonds, Proposed Series 2024 (Brushy Creek Regional Water Treatment and Distribution Project).
22. Discuss and consider action on appointing a Capital Projects Financing Subcommittee consisting of up to three (3) Councilmembers.
23. Discuss and consider action on an Ordinance approving a personnel policy; providing for the City Manager to prepare an Employee Handbook and cause it to be updated from time to time; providing for the City Manager to create job descriptions based on the organizational chart and positions established in the budget by the City Council; making findings of fact; providing for severability; and providing effective date and open meetings clauses.
24. 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.]*
25. Council Member Closing Statements.
26. Adjournment

CERTIFICATION

This meeting will be conducted pursuant to the Texas Government Code Section 551.001 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 551.071 [litigation and certain Consultation with attorney], 551.072 [acquisition of interest in real property], 551.073 [prospective gift to city], 551.074 [certain personnel deliberations], 551.076 [deployment/implementation of security personnel or devices], or 551.087 [Deliberations regarding Economic Development Negotiations]. The City of Leander is committed to compliance with the American with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request. Please call the City Secretary at (512) 528-2743 for information. Hearing impaired or speech disabled persons equipped with telecommunication devices for the deaf may call (512) 528-2800. I certify that the above agenda for this meeting of the City Council of the City of Leander, Texas, was posted on the bulletin board at City Hall in Leander, Texas, on the 9 day of August 2024 by 5:00 p.m. pursuant to Chapter 551 of the Texas Government Code.



Dara Crabtree, City Secretary, TRMC



EXECUTIVE SUMMARY
8/15/2024

AGENDA SUBJECT:

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. Chapter 380 Agreement amendment; and
3. Water line easements and temporary construction easements relating to the RM 2243 Water Main Project.

BACKGROUND:

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Fiscal Impact

Amount requested:

Approved in current budget (Yes / No):

Expenditure (New / Amended):

Recurring or one-time:

Fund source (Operating / Utility / etc.):

Attachments:



EXECUTIVE SUMMARY
8/15/2024

AGENDA SUBJECT:

Approval of the minutes for meetings held on July 26, 2024 and August 01, 2024.

BACKGROUND:

Attached are the minutes for the special meeting held on July 26, 2024 and the regular meeting on August 01, 2024.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Dara Crabtree, City Secretary

Fiscal Impact

Attachments:

1. Draft Minutes 07.26.2024
2. Draft Minutes 08.01.2024



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Friday, July 26, 2024
Meeting at 10:00 AM



Mayor – Christine DeLisle

Place 1 – Kathryn Pantalion-Parker

Place 2 – Michael Herrera

Place 3 – David McDonald

Place 4 – Na'Cole Thompson, Mayor Pro Tem

Place 5 – Chris Czernek

Place 6 – Becki Ross

City Manager – Todd Parton

The City Council of the city of Leander, Texas will convene on Friday, July 26, 2024, at the time stated above to hold a Council Retreat regarding the items listed in this agenda. The items listed below are for discussion purposes only and no formal action or votes will be taken. As a quorum of the members of the city council will be present, this agenda is being posted in compliance with chapter 551 Texas Government Code and the Texas Open Meeting Act. Lunch is anticipated around 12:30 p.m. along with a 15 minute afternoon break.

RETREAT – CONVENE AT 10:00 AM

1. Open Meeting

Opened meeting at 10:01 a.m.

2. Roll Call

Roll call reflected all present with Councilmember McDonald arriving at 12:25 p.m.; Councilmember Czernek arriving at 12:35 p.m.; and Councilmember Ross arriving at 10:06 a.m.

3. Discuss and provide direction to City staff regarding the FY2024-2025 Budget.

Discussion included: historical backdrop; economic foundation; long range economic trends; recession cycles; market value versus taxable value; non-homestead properties; historical revenues primary funds; steady residential activity; FY 25 budget overview; tax base versus tax rate; total tax rate FY24 0.417282 versus FY25 preliminary 0.392527; looking at 2 1/2% decrease; General Fund revenue history by category; property tax is largest source of revenue for General Fund; General Fund expenditures by function; personnel costs versus full-time employee growth; full-time employees versus population growth; full-time employees by function; FY25 proposed full-time employees is 397; FY25 new positions; council priorities regarding staffing; FY25 included reoccurring supplements; FY25 included one time supplements; land acquisition needs; past discussion on City facilities; FY25 included supplement in utility fund; FY25 included supplement in golf fund; supplements requested FY25 not included in each fund; Library Master Plan; interns; proposed tax rate vote on August 1 agenda; and 2.3 million dollars for additional items preferably one time expenses. *[Council recessed for lunch at 11:47 a.m.; reconvened at 1:07 p.m.]*

4. Discuss the City Council's vision and goals for the City of Leander.

Discussion included: what is a vision statement; sample vision statement; vision statement ingredients; vision statement should provide long term focus, inspiration, customer connection and description; Council responses to vision questionnaire; and areas highlighted aligned with staff. Council worked in

a group to create their vision and goals for the City of Leander.

5. Discuss and provide direction to City staff regarding economic development needs and priorities.

Discussion included: overview of market conditions; total market value real parcels; land use mix Williamson County; current breakdown by Future Land Use Map and zoning; zoning analysis; ideal breakdown by Future Land Use Map and zoning; rankings with and within all cities; rolling twelve-month totals by sub-category; leakage report; where we are going; lead characteristics; target characteristics; what's in the market - not competitive; medium long-range opportunities; industrial developments under construction in North Austin Area; why Leander - feedback from developers; Titan Development; Hero Way West - Freehill; Heritage Grove business Park - EastGroup; commercial developments including Home Depot, Endeavor - Northline, Bar W Marketplace, Gateway 29, Pointe 183, Crystal Village, Reagan Crossing, and retail - food and beverage opportunities.

6. Discuss and provide direction to City staff regarding: (a) strategies to identify, prioritize, and fund a multi-year capital improvements program; (b) growth management in Certificate of Convenience and Necessity (CCN) and Extraterritorial Jurisdiction (ETJ); and (c) regional collaboration on issues of regional significance.

Discussion included: (a) projects identified cost an estimated \$815 million; looking over the next 20 years; debt capacity; debt capacity model (cautious, moderate or aggressive); debt proceeds versus expenditures for three (3) scenarios; majority of Council supports the example of prioritization process; sources available to help cover costs; commercial tax base coming in; sales tax receiving; majority of Council supports this being a strategy interested in putting in tool box to start the process; Home Rule Charter processes must follow; consider creating a program to put a scoring system and numbers to projects; key factors important to Council include public safety building(s), Ronald Reagan Corridor, long range planning and not piece meal, do what we can and keep same tax rate, transportation, facilities, being aggressive, being thoughtful and getting ahead, what have capacity for but can execute, community survey, *[Council recessed for a brief recess at 4:09 p.m.; reconvened at 4:19 p.m.]*; (b) areas where our CCN overlaps another city's ETJ; challenges this presents; requirements; managing growth; introducing issues; work with legal to better understand options and opportunities; some areas may not be beneficial to force annexation into the city; will bring to Council in the future options; (c) current collaborations; increase our collaborations with others; legislation changes; legislators assist us; current activity taking place; long and short term gains; need for mass transportation not just regionally; discussions of cooperative platforms between area City Managers; legislative platform regarding transportation; and each city has different needs.

7. Discuss and provide direction to City staff regarding January 2025 Retreat.

Discussion included end of year financial; circle back on capital side and build forward; begin modeling core pieces; today set the floor; and January will be more data and spreadsheets. Following the discussion, the City Council agreed to hold the January Retreat on January 24, 2025 in the Council Chambers.

8. Adjournment

Adjourned at 4:45 p.m.

APPROVED

MAYOR

ATTEST:

CITY SECRETARY



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, August 1, 2024
Briefing Workshop at 5:30 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, Mayor Pro Tem

Place 5 – Chris Czernek

Place 6 – Becki Ross

City Manager – Todd Parton

BRIEFING WORKSHOP - CONVENE AT 5:30 PM

1. Open Meeting.

Opened meeting at 5:32 p.m.

2. Roll Call.

Roll call reflected all present.

3. Receive an update on the Raider Way and East Woodview Drive Roadway Improvements Project (CIP T.12).

Update included project history; where at now; partnership with LISD and CTRMA; challenges of current detour patterns; disruptions to school dropoffs/pickups and neighborhood accessibility; feedback; and next steps.

4. Receive a presentation regarding the infrastructure project list to be submitted to Capital Area Metropolitan Planning Organization (CAMPO) to be considered as an addition to the Regional Transportation Plan.

Presentation included public engagement summary; needs assessment; project renderings; project and sub-project lists; justification and next steps.

Briefing workshop adjourned at 6:55 p.m.

REGULAR MEETING – CONVENE AT 7:00 PM

5. Open Meeting, Invocation and Pledges of Allegiance.

Opened meeting at 7:04 p.m.; Reverend Wendall Holmes provided the invocation; and Mayor Christine DeLisle led the Pledges of Allegiance.

6. Roll Call.

Roll call reflected all present.

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

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

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

No one spoke.

8. Recognitions/Proclamations/Visitors.

- 8U Landsharks All Stars Certificate of Recognition
- 8U Elite All Stars Certificate of Recognition

CONSENT AGENDA: ACTION

Motion: Approve consent agenda items 9 through 13.

By: Councilmember McDonald

Seconded: Mayor Pro Tem Thompson

Vote: 7 - 0

9. Approval of the minutes for meeting held on July 18, 2024.
10. Approval of Task Order DRAIN-EEP-CIPS23-019-01 with EDGE Engineering, PLLC in the amount of \$497,990.00 for the citywide Stormwater Master Plan (CIP S.15); and authorize the City Manager to execute any and all necessary documents.
11. Award of Solicitation S24-013 to National Works, Inc. for sanitary sewer mains cleaning and closed-circuit television (CCTV) inspection services in the amount of \$400,000.00 for a term of four (4) years; and authorize the City Manager to execute any and all necessary documents.
12. Approval of the extension of the application expiration for Subdivision Case CP-22-0017 Oakwood Hills Concept Plan; more particularly described by Travis County Central Appraisal District Parcels 353048, 353047, 353069, 353045, 353050, and 513816, generally located west of FM 1431, approximately 1,100 feet north of Shady Mountain Road, Leander, Travis County, Texas.
13. Approval of the extension of the application expiration for Subdivision Case FP-23-0052 KNR Properties Short Form Final Plat; more particularly described by Williamson Central Appraisal District Parcel R031686, generally located west of the intersection of North Bagdad Road and Middle Brook Drive, Leander, Williamson County, Texas.

REGULAR AGENDA

14. Discuss and consider action on Tree Removal Case TRP-24-0024 regarding removal of two (2) Heritage Trees and fourteen (14) Significant Trees associated with the Austin Shoe Hospital Site Development Project located at 108 County Glen Road, Leander, Williamson County, Texas.

Motion: Approve Tree Removal Case TRP-24-0024.

By: Councilmember Pantalion-Parker
Seconded: Mayor Pro Tem Thompson

Vote: 7 - 0

15. Discuss receiving No-New-Revenue and Voter-Approval tax rate calculations; take action to consider a proposed tax rate; and schedule a public hearing date for the proposed tax rate.

Motion: Approve the tax rate calculations as presented.

By: Mayor DeLisle
Seconded: Councilmember Pantalion-Parker

Vote: 7 - 0

Motion: to approve the proposed rate of \$0.417282.

By: Mayor DeLisle
Seconded: Councilmember McDonald

Vote: 7-0

Motion: Approve calling a public hearing on the tax rate on September 5, 2024.

By: Mayor DeLisle
Seconded: Councilmember Pantalion-Parker

Vote: 7 - 0

16. Discuss and consider action on a project list for items to be submitted to Capital Area Mobility Planning Organization (CAMPO) to be considered as an addition to the Regional Transportation Plan.

Motion: Approve submitting the following projects to CAMPO to be considered as an addition to the Regional Transportation Plan: Bagdad Road; Crystal Falls Parkway; San Gabriel Parkway east and west; Safe Routes to School Program; US 183 Roadway Enhancements; Hero Way, Crystal Falls and South Street intersections and pedestrian bridge(s).

By: Mayor DeLisle
Seconded: Councilmember McDonald

Vote: 7 - 0

17. 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.]*

Workshop to discuss expediting development process.

18. Council Member Closing Statements.
Kathryn Pantalion-Paker - commented on upcoming back-to-school tax-free weekend; and pedestrian bridges.

Michael Herrera - reminded everyone to enjoy the last couple of weeks before everyone goes back to school.

Chris Czernek - thanked the Parks and Recreation Staff on a good job they did with little league softball and baseball teams this year.

Christine DeLisle - stated dinner came from DoubleDave's Pizzaworks; and reminded everyone to shop locally.

19. Adjournment

Adjourned at 8:05 pm.

APPROVED

MAYOR

ATTEST:

CITY SECRETARY



EXECUTIVE SUMMARY
8/15/2024

AGENDA SUBJECT:

Approval of a waiver of Article 8.04, Noise, Section 8.04.001(a) (11) in the hours of construction work performed by Chasco Constructors to provide early morning concrete pours beginning at 3:00 a.m. between August 16, 2024, through November 22, 2024 (weather permitting) for the Raider Way and Woodview Drive Improvements Project (CIP T.12); and requiring the contractor to notify the neighboring properties a minimum of forty-eight (48) hours in advance of the activities.

BACKGROUND:

Chasco Constructors, the general contractor for the City of Leander, requested a variance for construction activities for concrete pours between August 16, 2024, through November 22, 2024, for the T.12 Raider Way and Woodview Drive Improvements (Project Number PICP-22-0026) located along Woodview Drive between Tollway 183A and Raider Way, and along Raider Way, between Crystal Falls Parkway and Woodview Drive, in Leander, Texas. They are requesting that they be granted a variance to be allowed to perform concrete pours beginning at 3:00 a.m. due to the high volume of traffic at Raider Way and the need to expedite construction services to return Woodview Drive and Raider Way back to two-way traffic as quickly as possible. The general contractor estimates scheduling approximately three (3) per week based on concrete availability and weather conditions. The general contractor will notify the citizens in the surrounding area forty-eight (48) hours in advance, per Article 8.04 Noise Sec. 8.04.002. Purpose (g) Construction, of any planned early morning concrete pours.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Tony Bettis, PMP, Capital Improvements Program Manager

Fiscal Impact

Attachments:

1. Noise Variance Request

Engineering Department

Temporary Noise Variance Application

Chapter 8 Offenses and Nuisances – Article 8.04 Noise **Sec. 8.04.002. Purpose (g) Construction**

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

Construction Activity - concrete pours in early hours using pump trucks.

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

lights, concrete pump truck, concrete truck deliveries, various equipment used to place and finish concrete.

3. List any measures that will be taken to reduce the impacts to neighbors. (e.g. No alarms, whistles or sirens will be used, we will notify the neighbors, etc.), to include how you will communicate with surrounding residents 48-hours before construction activity.

No horns, whistles will be used. Trucks will have backup, alarms but these are standard use and cannot be turned off. Use of backup alarms will be kept to a minimum.

Notifying neighbors will be a collaborative effort between City of Leander and Chasco Constructors assigned to this project.



Engineering Department
Temporary Noise Variance Application Form

Project Address: Raider Way & E. Woodview Dr AND Location: roadway only

Description of Construction Work (to include total number of concrete pours, if applicable):

Concrete paving, will include multiple pours over the course of the month of August and September 2024. We request the ability to pour 3x a week if allowable.

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

Start Date: various dates to be communicated Start Time: 3am
Finish Date: once scheduled. Finish Time: 12pm

Applicant Information:

Name: _____ Company _____ Position: _____
Address _____ Phone: _____ E-mail: _____

Contractor Information:

Name: Beth Carpenter Company Chasco Constructor Position: Project Manager
2801 E Old Settlers Blvd
Address: Round Rock, TX 78665 Phone: 512-970-9392 E-mail: beth.carpenter@chasco.com



EXECUTIVE SUMMARY
8/15/2024

AGENDA SUBJECT:

Ratify City Council direction authorizing the placement of detour and limited street parking signage within Stewarts Crossing for the benefit of the construction detour relating to the Raider Way and Woodview Drive Improvement Project (CIP T.12).

BACKGROUND:

Chasco Constructors, the general contractor for the City of Leander, will need to close the intersection of Raider Way and Woodview Drive for a minimum of sixty (60) calendar days. This will require a detour of traffic through Stewarts Crossing along Carlene Pruet Street, Myrna Bend, and Nolan Ranch Road. During the workshop of City Council on August 1, 2024, City Staff requested a decision from City Council to allow City Staff to limit street parking on the north and south sides of Carlene Pruet Street, from Raider Way eastward to Myrna Bend, and limit street parking from the west side of Myrna Bend from Carlene Pruet Street southwards to Nolan Ranch Road, and along both the east and west sides of Nolan Ranch Road. This limitation will occur starting August 7, 2024, for a minimum of sixty (60) calendar days, with the general contractor relinquishing the detour, as quickly as possible.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Tony Bettis, PMP, Capital Improvements Program Manager

Fiscal Impact

Attachments:

1. Stewarts Crossing Detour

New detour starts Wednesday, Aug. 7

- One-way detour
- Two-way detour
- Construction area
- Raider Way access blocked
- No on-street parking

● Two-way detour

 Construction area

X Raider Way access blocked

 No on-street parking

Carlene Pruett St
Myrna Bend
Nolan Ranch Rd
➔ Woodview Dr

Carlene Pruett St
Myrna Bend
Nolan Ranch Rd

→ Woodview Dr



ONE WAY

ONE WAY



EXECUTIVE SUMMARY
8/15/2024

AGENDA SUBJECT:

Reject all responses received regarding Solicitation S22-031 request for qualifications pre-design services for a new City Hall.

BACKGROUND:

The Request for Qualifications (RFQ) was publicly released on August 25, 2022, with the solicitation opening held on September 28, 2022; the City received fourteen (14) submittals. During the negotiation process, with one chosen respondent, City staff were requested to cease any further negotiations pending the arrival of the new City Manager.

During the retreat held on July 26, 2024, with approval from City Council, City staff have decided to move forward in another direction, developing a comprehensive master plan addressing all City facilities. In the RFQ related to S22-031, which was issued in 2022, the City only included scope of services with regard to a new City Hall.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends rejecting solicitation responses received regarding Solicitation S22-031 Request for Qualifications Pre-design Services for a new City Hall.

PRESENTER:

Tony Bettis, CIP Program Manager

Fiscal Impact

Attachments:

1. Solicitation S22-031 Request for Qualifications Pre-design Services for new City Hall.



**Purchasing Division
105 N. Brushy Street
Leander, TX 78641
www.leandertx.gov**

Solicitation # S22-031

**REQUEST FOR QUALIFICATIONS
PRE-DESIGN SERVICES FOR
NEW CITY HALL**

Responses Due: 2:00 PM, September 28th, 2022

CITY OF LEANDER

REQUEST FOR QUALIFICATIONS PRE-DESIGN SERVICE FOR NEW CITY HALL

PART I

GENERAL

1. **PURPOSE:** The City of Leander, herein after “City”, seeks an agreement with a qualified Individual, Firm, or Corporation, herein “Respondent”, to provide Pre-Design Services for the City of Leander. The City is seeking Statements of Qualifications (SOQ) from qualified design firms with experience and expertise in the technical areas of architectural and conceptual design to assist the City of Leander in assessing and conceptualizing a new city hall facility.

Each Respondent will be scored for each category of service. Contract agreement will issued for each to best qualified Respondent as determined by an evaluation committee of City staff.

2. **DEFINITIONS, TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the City’s standard Definitions, 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. It is the sole responsibility of Respondents to stay apprised of changes. The City’s Definitions, Terms and Conditions can be obtained from the City’s webpage at: <https://bids.leandertx.gov/>.

- 2.1. Any exceptions or additional terms and conditions attached to the response will not be considered unless Respondent specifically references them on the front of the Solicitation Document. WARNING: Exceptions or additional terms and conditions may result in disqualification of the response.

3. **CLARIFICATION:** For questions or clarifications of specifications, you may contact:

Kay Johnson
Purchasing Assistant
City of Leander
Telephone: 512-528-2730
kjohnson@leandertx.gov

The individual listed above may be contacted for clarification of the specifications only. No authority is intended or implied that specifications may be amended or alterations accepted prior to solicitation opening without written approval of the City of Leander Engineering Department.

4. **RESPONDENT REQUIREMENTS:** The opening of a solicitation shall not be construed as the City's acceptance of such as qualified and responsive.
- 4.1. **Respondents shall be firms, corporations, individuals or partnerships normally engaged in the planning and architectural services in the state of Texas.**
- 4.2. **Persons and firms practicing Architectural Services in the State of Texas must possess proper licensing and registration in accordance with Texas laws.**
- 4.3. **Respondents shall include at least one registered professional architect, as Project Manager, with a minimum of five (5) years of experience in providing specified services.**

5. **COMMITTEE REVIEW AND SELECTION:**

By submitting its Statement of Qualifications in response to this RFQ, respondent accepts the evaluation process as outlined in the following section.

An evaluation committee will review each response to determine the most highly qualified Respondents in each category on the basis of demonstrated competence and qualifications using the following weighted criteria. A consensus score will be assigned to each response.

This RFQ provides information necessary to prepare and submit qualifications for consideration and ranking by the City. City of Leander Staff will analyze and evaluate the Statements of Qualifications (SOQ). The selection committee will rank the firms in order of the most qualified, based on demonstrated competence and qualifications to perform the services and then make a determination as to whether or not an informal meeting will be required of the top-ranking firms. Upon authorization, the highest ranked firm will be asked to submit a fee proposal to begin contract negotiations for a fair and reasonable price.

Criteria	Possible Points
Qualifications and Availability	20
Proposed Staff	20
Project Experience and Examples	40
Project Approach	20
References	Acceptable/Unacceptable
Total	100

The evaluation process may reveal additional information for consideration. The City reserves the right to modify, without notice, the evaluation structure and weighted criteria to accommodate these additional considerations to serve the best interest of the City.

6. **AGREEMENT TERM:** The initial term of the resulting agreement shall be determined by the proposed and agreed upon project timeline.
- 6.1. If the Respondent fails to perform its duties in a reasonable and competent manner, the City shall give written notice to the Respondent of the deficiencies and the Respondent shall have thirty (30) days to correct such deficiencies. If the Respondent fails to correct the deficiencies within the thirty (30) days, the City may terminate the agreement by giving the Respondent written notice of termination and the reason for the termination.

- 6.2. If the agreement is terminated, for any reason, the Respondent shall turn over all records, to include but not be limited to the following: drawings, plans and estimates, to the City within fifteen (15) working days after completion of duties contained in the agreement.
7. **AWARD: Any awards that the City makes based upon this RFQ will be made at a later time based upon individual project needs. Pre-qualification based upon this RFQ does not guarantee that the City will make any awards to any particular respondent.** The City reserves the right to enter into an agreement or a purchase order with a single award, split awards, non-award, or use any combination that best serves the interest and at the sole discretion of the City. Award announcement will be made upon City Council approval of staff recommendation and executed agreement. Award announcement will appear on the City's website at <https://bids.leandertx.gov/>.
- 7.1. The City reserves the right to reject any or all responses, or delete any portion of the response, or to accept any response deemed most advantageous, or to waive any irregularities or informalities in the response received that best serves the interest and at the sole discretion of the City.
- 7.2. Chapter 176, Texas Local Government Code requires that disclosures of certain relationships be made in relation to certain contracts with the City. Local government officers are the members of the City Council, the City Manager, and other City employees or agents who exercise discretion in planning, recommending, selecting and contracting of a vendor. Please contact the City Secretary for a list of additional City employees and agents who may qualify as local government officers. Click here **Chapter 176, Texas Local Government Code**, to review this requirement.
- Christine DeLisle, Mayor
Kathryn Pantalion-Parker, Council Member Place 1
Esme Mattke Longoria, Council Member Place 2
David McDonald, Council Member, Place 3
Na'cole Thompson, Council Member Place 4
Chris Czernik, Council Member Place 5
Becki Ross, Mayor Pro Tem (Place 6)
Rick Beverlin, City Manager
Dara Crabtree, City Secretary
Cameron Goode, Director of Economic Development
Robin Griffin, Executive Director of Development Services
Ross Blackketter, City Engineer
Sarvesh Dhakal, Assistant City Engineer
Gina Ellison, Public Works Director
Tony Bettis, CIP Program Manager
Kay Johnson, Asst Purchasing Agent
Paige Saenz, City Attorney
- 7.2.1. The selection and recommendation of this award will be performed by various members of the City of Leander staff.
- 7.2.2. A completed CIQ Form, herein Attachment C, is required with each response.
- 7.2.3. Once a selection is made and the City has the intent to award, the successful Respondent will be required to submit Form 1295 to the State of Texas electronically prior to executing the agreement or purchase order.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

8. **PROMPT PAYMENT POLICY:** Payments will be made in accordance with the Texas Prompt Payment Law, Texas Government Code, Subtitle F, Chapter 2251. The City will pay Successful Respondent within thirty days after the acceptance of the supplies, materials, equipment, or the day on which the performance of services was completed or the day, on which the City receives a correct invoice for the supplies, materials, equipment or services, whichever is later. The Successful Respondent may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply to payments made by the City in the event:
- 8.1. There is a bona fide dispute between the City and Successful Respondent concerning the supplies, materials, services or equipment delivered or the services performed that causes the payment to be late; or
 - 8.2. The terms of a federal agreement, grant, regulation, or statute prevent the City from making a timely payment with Federal Funds; or
 - 8.3. There is a bona fide dispute between the Successful Respondent and a subcontractor or between a subcontractor and its suppliers concerning supplies, material, or equipment delivered or the services performed which caused the payment to be late; or
 - 8.4. The invoice is not mailed to the City in strict accordance with instructions, if any, on the purchase order or agreement or other such contractual agreement.
9. **NON-APPROPRIATION:** The resulting Agreement is a commitment of the City's current revenues only. It is understood and agreed the City shall have the right to terminate the Agreement at the end of any City fiscal year 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 affect such termination by giving successful Respondent a written notice of termination at the end of its then current fiscal year.

PART II

SCHEDULE

1. **SOLICITATION SCHEDULE:** It is the City's intention to comply with the following solicitation timeline:

Event	Event Date*
RFP Released	August 25, 2022
Deadline for Vendor Questions Submitted to the City of Leander	September 6 , 2022 at 5:00 PM
Questions and Answers to be posted on the City of Leander website on or before	September 12 th , 2022
RFP Opened (last day to submit Responses)	September 28th 2022 2:00PM
Contract Award Target	No later than November, 2022
Oral Presentation (if necessary)	TBD
Services to begin upon execution of contract	

*The City of Leander reserves the right to change the dates in the Schedule of Events above upon written notification to prospective Vendors through a posting on the City of Leander website. It is the responsibility of interested Vendors to check the City of Leander website for all updates and changes.

Respondents may be required to make an oral presentation to the selection team to further present their qualifications. These presentations will provide the Respondent the opportunity to ensure a mutual understanding of the services to be provided and the approach to be used.

All questions regarding the solicitation shall be submitted to our webpage at <https://bids.leandertx.gov/> By 5:00 PM on the due date noted above. A copy of all the questions submitted and the City's response to the questions shall be posted on our webpage at: <https://bids.leandertx.gov/>.

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

2. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at: <https://bids.leandertx.gov/> for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancelations, 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.

3. **RESPONSE DUE DATE:** Signed, sealed, clearly marked responses are due no later than **2:00 PM**, On the date noted above to the Purchasing Department. Mail or carry sealed responses to:

FedEx, UPS or Hand Deliver to:

Mail to:

**City of Leander
Purchasing Department
105 N. Brushy Street
Leander, Texas 78641**

**City of Leander
Purchasing Department
PO Box 319
Leander, TX 78646**

- 3.1. Responses received after this time and date may not be considered.
- 3.2. Sealed responses shall be clearly marked on the outside of packaging with the Solicitation title, number, due date and **"DO NOT OPEN"**.
- 3.3. Facsimile or electronically transmitted responses will **not be accepted**.
- 3.4. Late responses will be returned to Respondent unopened if return address is provided.
- 3.5. Responses cannot be altered or amended after opening.
- 3.6. No response can be withdrawn after opening without written approval from the City for an acceptable reason.
- 3.7. The City will not be bound by any oral statement or offer made contrary to the written specifications.
4. **AGREEMENT NEGOTIATIONS:** In establishing an agreement as a result of the solicitation process, the City may:
 - 4.1. Review all submittals and determine which Respondents are reasonable qualified for award of the agreement.

- 4.2. Determine the Respondent whose submittal is most advantageous to the City considering the evaluation criteria.
- 4.3. Select and negotiate with the most responsive, qualified Respondent an agreement at fair and reasonable terms, conditions and cost.
- 4.4. If negotiations are successful, enter into an agreement or issue a purchase order.
- 4.5. If not successful, formally end negotiations with that Respondent. The City may then:
 - 4.5.1. Select the next most highly qualified Respondent and attempt to negotiate an agreement at fair and reasonable terms, conditions and cost with that Respondent.
 - 4.5.2. Continue this process until an agreement is entered into or all negotiations are terminated.
- 4.6. 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.
5. **POST AWARD MEETING:** The City and Respondent shall have a post award meeting to discuss, but not be limited to the following:
 - 5.1. Provide City contact(s) information for implementation of agreement.
 - 5.2. Identify specific milestones, goals and strategies to meet objectives.

PART III

RESPONSE REQUIREMENTS

1. **SOLICITATION SUBMISSION REQUIREMENTS:** Responses shall be relative to Exhibit “A” Scope of Services. To achieve a uniform review process and obtain the maximum degree of comparability, the responses shall be organized in the manner specified below. Responses shall not exceed twenty-five (25) pages in length (excluding title pages(s) and index/table of contents, attachments or dividers). Information in excess of those pages allowed will not be evaluated. One page shall be interpreted as one side of a double-spaced, printed, 8 1/2” X 11” sheet of paper. It is recommended that responses not be submitted in ringed binders or metal spirals to conserve cost for both the Respondent and the City.

The Respondent shall submit **one (1) original signed paper copy and four (4) copies**, clearly identified as a “COPY” of its Response.

In addition, the Respondent shall submit one (1) flash drive, each containing a complete copy of Respondent’s submission in an acceptable electronic format (PDF, RTF, TXT, DOC, XLS). A complete copy of the Response includes all documents required by this Solicitation. The flash drive shall be titled: “SOLICITATION NUMBER - Complete copy of [Name of Respondent]’s submission.” **Failure to provide a flash drive may result in disqualification for award.**

If supplemental materials are included with the Response, each flash drive must include such supplemental materials. The Response and accompanying documentation are the property of the City and will not be returned.

TAB #1

- 1.1. Title Page (1 page) – Show the solicitation title and number, the name of firm, address, telephone number(s) name of contact person and date.

TAB #2

- 1.2. Qualifications and Availability – **20 POINTS** (1 page)
 - Legal name of firm;
 - Texas Architectural Board firm registration number;

- Location of office that shall conduct work
- Contact persons;
- Legal business description; (Individual, Partnership, Corporation, Joint Venture, etc.)
- List of services the firm offers
- Provide a statement on the availability, interest, and commitment of the firm, its principal(s) and assigned professionals to undertake the project, reporting responsibilities and how the firm will interface with the City of Leander's CIP Project Manager.

TAB #3

- 1.3. Table of Contents (1 page) – Clearly identify the materials by Tab and Page Number.

TAB #4

- 1.4. Proposed Staff – **20 POINTS**

- Names and roles of key personnel proposed to work on this effort and their office locations.
- Include resumes for all key personnel and indicate any individuals who have had previous experience on similar projects.
- Provide staffing size by areas of expertise.
- Provide staff availability to perform services.

- Provide the proposed Project Manager's experience with similar size/types of tasks.

TAB #5

1.5. Project Experience – **40 POINTS**

- a. Provide an overview and brief history of the firm.
- b. Provide verifiable examples of at least three (3) projects in each category of experience completed in the last five (5) years by the prime firm, including:
 - Project name and location;
 - Services provided;
 - Information whether the respondent was the prime professional or a subconsultant;
 - Project status;
 - Total cost;
 - Client name and contact person;
 - History of meeting schedules; and
 - History of accomplishing services within established budget, including planned vs. actual.

TAB #6

- 1.6. Approach – **20 POINTS** Respondent shall explain how the proposed team will approach, develop, and manage a particular type of project in each category, and public outreach.

TAB #7

- 1.7. Added Value – Respondent shall explain and propose and added value that their specified services provides.

TAB #8

- 1.8. Work Samples – Respondent shall provide work samples of projects completed within the last five (5) years. This can be provided digitally and **WILL NOT COUNT TOWARD THE 25-PAGE LIMIT.**

PART V

1. **CONFIDENTIALITY OF CONTENT:** All documents submitted in response to a solicitation shall be subject to the Texas Public Information Act. Following an award, 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. Pricing is not considered to be confidential under any circumstances.
 - 1.1 Information in a submittal that is legally protected as a trade secret or otherwise confidential must be clearly indicated with stamped, bold red letters stating "CONFIDENTIAL" on that section of the document. The City will not be responsible for any public disclosure of confidential information if it is not clearly marked as such.
 - 1.2 If a request is made under the Texas Public Information Act to inspect information designated as confidential, the Respondent shall, upon request from the City, furnish sufficient written reasons and information as to why the information should be protected from disclosure. The matter will then be presented to the Attorney General of Texas for final determination.
2. **ETHICS ORDINANCE AND DISCLOSURE STATEMENTS:** The City's Ethics Ordinance requires persons seeking to enter discretionary contracts with the City or appearing before the City Council or another City board or body to disclose certain conflicts of interest. The relevant sections of the Ethics Ordinance are set forth below. The Ethics Ordinance can be found in Article 9.05, Chapter

9 of the City's Code of Ordinances at the following link:

<http://z2codes.franklinlegal.net/franklin/Z2Browser2.html?showset=leanderset>

Sec. 9.05.007 Persons doing business with the city

(a) Persons seeking discretionary contracts.

- (1) For the purpose of assisting the city in the enforcement of provisions contained in this article, an individual or business entity seeking a discretionary contract from the city is required to disclose in connection with a proposal for a discretionary contract any conflict of interest. This is set forth in [sections 9.05.004](#) and [9.05.005](#) of this article. Further, the individual or business entity agree to abide by the same ethical standards as set forth for public servants in this article.
- (2) Subsection (a) of this section will become a permanent footnote on documents contained in city bid packets for discretionary contracts.

(b) Disclosure of conflicts of interest by persons appearing before a board or city body. A person appearing before any city board or other city body for the purpose of doing business with the city shall disclose to that board or body any facts known to such person which may show or establish that:

- (1) An employee or officer of the city that advises or makes presentations to the board or city body; or
- (2) Any member of the board or city body; has or may have a conflict of interest pursuant to chapter 171, Tex. Loc. Gov't. Code, or an interest which would violate the ethical standards set forth in this article, if he or she were to participate in the processing or consideration of the subject matter.

Sec. 9.05.009(f) Disclosure by persons appearing before a city body. Any person who appears before any city body who has had business dealings within the preceding 12-month period involving one or more transactions of five hundred dollars (\$500.00) or more each quarter, or for a total of twenty-five hundred dollars (\$2,500.00) or more, within the preceding 12-month period with a councilmember, commissioner, or business entity in which a councilmember or commissioner has a substantial interest, shall disclose such business dealings at the time of the appearance. Any person who shall intentionally or knowingly fail to make the aforesaid disclosure shall be guilty of a misdemeanor and shall be fined in accordance with this article.

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 in this section is being disclosed.

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section 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 named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by 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?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

Signature of vendor doing business with the governmental entity

Date



EXECUTIVE SUMMARY
8/15/2024

AGENDA SUBJECT:

Reject all responses regarding Solicitation S22-004 Request for Proposal for Right-of-Way Negotiation Services.

BACKGROUND:

The Request for Proposal (RFP) was publicly released on May 19, 2022, with the solicitation opening held on June 10, 2022. The City received nine (9) submittals.

A City Project Manager will identify the need for such services in the course of engineering design of City capital improvements projects for water, sanitary sewer, storm water, or roadway improvements. The property rights needed may be either permanent or temporary. Acquisition services may also involve services related to assisting the City with obtaining easements or rights-of-way for existing utilities or streets where the City's rights to maintain its facilities are not clearly documented, or for other similar needed services.

Due to the increased number of projects, staff is in need of a pool of Right-of-Way Negotiation firms to utilize. The RFP process implemented was intended to select a single negotiation agent and no longer meets the City's capital project needs.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends rejecting solicitation responses regarding Solicitation S22-004, Request for Proposal for Right-of-Way Negotiation Services.

PRESENTER:

Tony Bettis, CIP Program Manager

Fiscal Impact

Attachments:

1. Solicitation S22-004 Request for Proposal for Right of Way Negotiation Services.



**Purchasing Division
105 N. Brushy Street
Leander, TX 78641
www.leandertx.gov**

Solicitation #S22-004

**REQUEST FOR PROPOSAL
RIGHT OF WAY NEGOTIATION SERVICES**

Responses Due: June 3, 2022



**REQUEST FOR PROPOSAL
RIGHT OF WAY NEGOTIATION SERVICES**

PART I

GENERAL

1. **PURPOSE:** The City of Leander, herein after “City”, seeks an agreement with a qualified Individual, Firm, or Corporation, herein “Respondent”, to provide as-needed easement and right of way acquisition services.

Typically, a City Project Manager will identify the need for such services in the course of engineering design of City capital improvements projects for water, sanitary sewer, storm water, or roadway improvements. The property rights needed may be either permanent or temporary. Acquisition services may also involve services related to assisting the City with obtaining easements or rights of way for existing utilities or streets where the City’s rights to maintain its facilities are not clearly documented, or for other similar needed services.

Procedures for acquiring rights of way and easements must comply with the right of way acquisition guidelines established under the Federal Uniform Relocation Assistance and Real Property Acquisition Police Act and Senate Bill 18.

2. **DEFINITIONS, TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the City’s standard Definitions, Terms and Conditions, in effect at the time of release of the solicitation, shall govern but shall be superseded by those terms and conditions specifically provided for otherwise within this solicitation, in a separate agreement or on the face of a purchase order. The City’s Definitions, Terms and Conditions are herein made a part of this solicitation and can be found on the City’s website by visiting https://www.leandertx.gov/sites/default/files/fileattachments/finance/page/233/purch_terms_2020.pdf.

- 2.1. Any exception to or additional terms and conditions attached to the response will not be considered unless respondent specifically references them on the front of the Solicitation Document. **WARNING:** Exception to or additional terms and conditions may result in disqualification of the response.

3. **INSURANCE:** The Respondent shall meet or exceed ALL requirements set forth by the Insurance Requirements as identified on the City’s website at [https://www.leandertx.gov/sites/default/files/fileattachments/finance/page/233/purch_terms_2020.p
df](https://www.leandertx.gov/sites/default/files/fileattachments/finance/page/233/purch_terms_2020.pdf).

4. **ATTACHMENTS:** Attachments A through C are herein made a part of this solicitation.

- 4.1. Attachment A: Reference Sheet
 - 4.2. Attachment B: CIQ Form
 - 4.3. Attachment C: Submittal Coversheet

5. **CLARIFICATION:** For questions or clarifications of specifications, you may contact:

Kelly Wenzel, General Services Manager
Purchasing Department
City of Leander
Telephone: 512-528-2792
kwenzel@leandertx.gov

The individual listed above may be contacted by telephone or visited for clarification of the specifications only. No authority is intended or implied that specifications may be amended or alterations accepted prior to solicitation opening without written approval of the City of Leander through the Purchasing Department.

6. **RESPONDENT REQUIREMENTS:** The opening of a solicitation shall not be construed as the City's acceptance of such as qualified and responsive.
- 6.1. Respondents shall be firms, corporations, individuals or partnerships normally engaged in the provision or service described herein.
7. **BEST VALUE EVALUATION AND CRITERIA:** Respondents may be required to make an oral presentation to the selection team to further present their qualifications. These presentations will provide the Respondent the opportunity to clarify their proposal and ensure a mutual understanding of the services to be provided and the approach to be used.

All solicitations received may be evaluated based on the best value for the City. In determining best value, the City may consider:

- Proposed fees;
 - Reference of Respondent and of Respondent's services;
 - Quality of the Respondent's services;
 - The extent to which the services meet the City's needs;
 - Respondent's past relationship with the City;
- 7.1. The City reserves the right to reject any or all responses, or delete any portion of the response, or to accept any response deemed most advantageous, or to waive any irregularities or informalities in the response received that best serves the interest and at the sole discretion of the City.

8. **COMMITTEE REVIEW:** An evaluation committee will review each response to determine the most highly qualified Respondent on the basis of demonstrated competence and qualifications using the following weighted criteria. A consensus score will be assigned to each response. A committee of City of Leander evaluators has been established to evaluate the Solicitation Responses.

Criteria	Possible Points
Relevant Qualifications and Experience	45
Cost	35
Available Resources	20
References	Acceptable/ Inacceptable
Total	100

The evaluation process may reveal additional information for consideration. The City reserves the right to modify, without notice, the evaluation structure and weighted criteria to accommodate these additional considerations to serve the best interest of the City.

9. **AWARD:** The City reserves the right to enter into an Agreement or a Purchase Order with a single award, split awards, non-award, or use any combination that best serves the interest and at the sole discretion of the City. Award announcement will be made upon City Council approval of staff recommendation and executed agreement. Award announcement will appear on the City's website at <https://bids.leandertx.gov/>.
- 9.1. The City reserves the right to reject any or all responses, or delete any portion of the response, or to accept any response deemed most advantageous, or to waive any irregularities or informalities in the response received that best serves the interest and at the sole discretion of the City.
- 9.2. Chapter 176, Texas Local Government Code requires that disclosures of certain relationships be made in relation to certain contracts with the City. Local government officers are the members of the City Council, the City Manager, and other City employees or agents who exercise discretion in planning, recommending, selecting and contracting of a vendor. Please contact the City Secretary for a list of City employees and agents who may qualify as local government officers. Click here **Chapter 176, Texas Local Government Code**, to review this requirement.
- 9.3. A completed CIQ Form, herein Attachment B, is required with each response.
- 9.4. Once a selection is made and the City has the intent to award, the successful respondent will be required to submit Form 1295 to the State of Texas electronically prior to executing the agreement or purchase order.
- https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
10. **AGREEMENT TERM:** The terms of the awarded agreement shall include but not be limited to the following:
- 10.1. The term "agreement" shall mean the executed contract awarded as a result of this solicitation and all exhibits thereto. At a minimum, the following documents will be incorporated into the agreement:
- 10.1.1. Solicitation document, attachments and exhibits;
- 10.1.2. Solicitation addendums, if applicable;
- 10.1.3. City's Definitions, Terms and Conditions;
- 10.1.4. Successful Respondent's submission.
- 10.2. The initial term of the resulting agreement shall be five (5) consecutive twelve (12) month periods from the effective date. The agreement may be renewed for three (3) additional periods of time, not to exceed twelve (12) months each, provided both parties agree in writing prior to the expiration of the current term.
- 10.3. If the Respondent fails to perform its duties in a reasonable and competent manner, the City shall give written notice to the Respondent of the deficiencies and the successful Respondent shall have thirty (30) days to correct such deficiencies. If the Respondent fails to correct the deficiencies within the thirty (30) days, the City may terminate the agreement by giving the Respondent written notice of termination and the reason for the termination.
- 10.4. If the agreement is terminated, for any reason, respondent shall turn over all material, records and deliverables created to date within fifteen (15) working days after completion of duties through the termination date.
11. **PROMPT PAYMENT POLICY:** Payments will be made in accordance with the Texas Prompt Payment Law, Texas Government Code, Subtitle F, Chapter 2251. The City will pay Vendor within thirty days after the acceptance of the supplies, materials, equipment, or the day on which the performance of services was completed or the day, on which the City receives a correct invoice for the supplies, materials, equipment or services, whichever is later. The Vendor may charge a late

fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply to payments made by the City in the event:

- 11.1. There is a bona fide dispute between the City and Vendor concerning the supplies, materials, services or equipment delivered or the services performed that causes the payment to be late; or
 - 11.2. The terms of a federal agreement, grant, regulation, or statute prevent the City from making a timely payment with Federal Funds; or
 - 11.3. There is a bona fide dispute between the Vendor and a subcontractor or between a subcontractor and its suppliers concerning supplies, material, or equipment delivered or the services performed which caused the payment to be late; or
 - 11.4. The invoice is not mailed to the City in strict accordance with instructions, if any, on the purchase order or agreement or other such contractual agreement.
12. **NON-APPROPRIATION:** The resulting Agreement is a commitment of the City's current revenues only. It is understood and agreed the City shall have the right to terminate the Agreement at the end of any City fiscal year 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 affect such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.

PART II

SCHEDULE

1. **SOLICITATION SCHEDULE:** It is the City's intention to comply with the following solicitation timeline:

Event	Event Date*
RFP Released	May 19, 2022
Deadline for Vendor Questions Submitted to the City of Leander	May 25, 2022 at 5:00 PM CST
Questions and Answers to be posted on the City of Leander website on or before	May 27, 2022 at 5:00 PM CST
RFP Opened (last day to submit Responses)	June 3, 2022 at 9:00 AM CST
Contract Award Target	No later than August 2022
Oral Presentation (if necessary)	TBD
Services to begin upon execution of contract	

*The City of Leander reserves the right to change the dates in the Schedule of Events above upon written notification to prospective Vendors through a posting on the City of Leander website. It is the responsibility of interested Vendors to check the City of Leander website for all updates and changes.

All questions regarding the solicitation shall be submitted via email to Purchasing@leandertx.gov by 5:00 PM on the due date noted above. A copy of all the questions submitted and the City's response to the questions shall be posted on our webpage at: <https://bids.leandertx.gov/>.

2. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at <https://bids.leandertx.gov/> for any updates pertaining to the solicitation described herein. Various

updates may include addendums, cancelations, 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.

3. **RESPONSE DUE DATE:** Signed and sealed responses are due at or before **9:00 AM**, on the date noted above to the Purchasing Department. Mail or carry sealed responses to:

FedEx, UPS or Hand Deliver to:

**City of Leander
Purchasing Department
105 N. Brushy Street
Leander, Texas 78641**

Mail to:

**City of Leander
Purchasing Department
PO Box 319
Leander, TX 78646**

- 3.1. Responses received after this time and date shall not be considered.
 - 3.2. Sealed responses shall be clearly marked on the outside of packaging with the Solicitation title, number, due date and **“DO NOT OPEN”**.
 - 3.3. Facsimile or electronically transmitted responses are **not acceptable**.
 - 3.4. Late responses will be returned to Respondent unopened if return address is provided.
 - 3.5. Responses cannot be altered or amended after opening.
 - 3.6. No response can be withdrawn after opening without written approval from the City for an acceptable reason.
 - 3.7. The City will not be bound by any oral statement or offer made contrary to the written specifications.
4. **AGREEMENT NEGOTIATIONS:** In establishing an agreement as a result of the solicitation process, the City may:
- 4.1. Review all submittals and determine which Respondents are reasonable qualified for award of the agreement.
 - 4.2. Determine the Respondent whose submittal is most advantageous to the City considering the evaluation criteria.
 - 4.3. Attempt to negotiate with the most responsive Respondent an agreement at fair and reasonable terms, conditions and cost.
 - 4.4. If negotiations are successful, enter into an agreement or issue a purchase order.
 - 4.5. If not successful, formally end negotiations with that Respondent. The City may then:
 - 4.5.1. Select the next most highly qualified Respondent and attempt to negotiate an agreement at fair and reasonable terms, conditions and cost with that Respondent.
 - 4.5.2. The City shall continue this process until an agreement is entered into or until all negotiations are terminated.

- 4.6. 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.
5. **POST AWARD MEETING:** The City and Respondent shall have a post award meeting to discuss, but not be limited to the following:
- 5.1. Identify specific milestones, goals and strategies to meet objectives.
- 5.2. Provide City contact(s) information for implementation of agreement.
6. **COSTS INCURRED:** Respondent shall acknowledge that the issuance of a solicitation shall in no way obligate the City to award a contract or to pay any costs associated with the preparation of a response to said solicitation. The costs in developing and submitting proposals, preparing for and participating in oral presentations or any other similar expenses incurred by a Respondent are the sole responsibility of the Respondent and shall not be reimbursed by the City.

PART III

SPECIFICATIONS

1. **SCOPE AND OBJECTIVE:** The Firm will receive assignments from a City Project Manager representing the Engineering Department to undertake services related to acquisition of permanent and temporary easements and rights of way needed to permit construction and/or long-term maintenance of the City's Infrastructure system. The Firm, at times, may need to work with several City staff members on multiple assignments.

Right of Way Negotiations needed to represent the City's interests will vary from assignment to assignment, but will typically include:

- a. Being able to read construction and surveying documents.
- b. Coordinating acquisition process with City Contact(s) and the City Attorney's Office to ensure compliance with State and City requirements and all other funding requirements.
- c. Working with City Contact(s) to determine needed rights-of-access and use, easements, and rights-of-way, including desired widths and lengths of same, and whether temporary or permanent acquisition is required.
- d. Preparing a cost estimate for the services needed for that particular project as well as a projected timeline for acquisition.
- e. Ordering title work upon request, researching and obtaining records of property ownership, parcel descriptions, existing easements and Right-Of-Ways, mortgage interests, or encumbrances through public databases, requests to property owners, or other means, and performing preliminary review of same to determine required signatories.
- f. Providing appraisals as required to determine fair market value of easement or right of way; this work may be subcontracted if the firm does not have qualified in-house staff. The City will provide written approval of appraised values before written offers are made to landowners.
- g. Contacting the property owner(s) by mail or phone to set up an appointment to meet.
- h. Meeting with property owner(s) to discuss the proposed improvements or needed easements or rights of way as they affect the property and to discuss any concerns.
- i. Communicating with City Contact(s) any negotiations and/or property owner concerns.
- j. Preparing draft documents needed for acquisition utilizing standard City language for the type of acquisition.

- k. Review of parcel sketches and notes prepared by surveyor and approved by the City to confirm that exceptions listed on title commitment are shown on parcel sketches.
- l. City will require surveyor to update sketches as needed to show encumbrances listed in the title commitment.
- m. Negotiating, securing, and notarizing property owner signature(s).
- n. Preparing Purchase Contracts and coordinating with Engineering Admin staff for Council Executive Session approval.
- o. Working with and representing City if condemnation is required.
- p. Furnishing a monthly progress report outlining status of acquisition of each needed easement or right of way, a summary of any design changes or stipulations requested by owner, and discussion of any other challenges encountered.
- q. Obtaining necessary consents from, e.g., mortgage interest holder, as needed.

PART IV

RESPONSE REQUIREMENTS

1. **SOLICITATION SUBMISSION REQUIREMENTS:** To achieve a uniform review process and obtain the maximum degree of comparability, the responses shall be organized in the manner specified below. Responses **shall not exceed twenty (25) pages** in length (excluding title page, index/table of contents, work sample attachments (on flash drive) and dividers). Information in excess of those pages allowed will not be evaluated. One page shall be interpreted as one side of a printed, 8 1/2" X 11" sheet of paper.

The Respondent shall submit **one (1) original signed paper copy and four (4) copies** of its Response.

In addition, the Respondent shall submit one (1) flash drive containing a complete copy of Respondent's submission in an acceptable electronic format (PDF, RTF, TXT, DOC, XLS). A complete copy of the Response includes all documents required by this Solicitation. The flash drive shall be titled: "SOLICITATION NUMBER - Complete copy of [Name of Respondent]'s submission." **Failure to provide a flash drive may result in disqualification for award.**

If supplemental materials are included with the Response the flash drive must include such supplemental materials. The Response and accompanying documentation are the property of the City and will not be returned.

- 1.1. Title Page (1 page) – Show the solicitation title and number, the name of your firm, address, telephone number(s) name of contact person and date.
- 1.2. Letter of Transmittal (1 page) – Identify the services for which solicitation has been prepared.
 - 1.2.1. Briefly state your firm's understanding for the services to be performed and make a positive commitment to provide the services as specified.
 - 1.2.2. Provide the name(s) of the person(s) authorized to make representations for your firm, their titles, address, telephone numbers and e-mail address.
 - 1.2.3. The letter of each solicitation shall be signed in permanent ink by a corporate officer or other individual who has the authority to bind the firm. The name and title of the

individuals(s) signing the solicitation shall be clearly shown immediately below the signature.

- 1.3. Table of Contents (1 page) – Clearly identify the materials by Tab and Page Number.
- 1.4. Qualifications of Respondent – Respondent shall provide detailed information on the firm and proposed project team. Project Team Experience – Respondent shall identify the project team and provide statements of qualifications for those individuals to include education, professional registrations and areas and years of service in the respective field. Resumes for the project team members and a list of projects in which the team members have worked together will be accepted as meeting this requirement. Preference will be given to Respondents that have municipal experience.
- 1.5. Proposed Cost – Respondent shall provide detailed information and specifications on proposed cost to meet City's needs to include all items/ requests referenced in PART III of this Solicitation.
- 1.6. Available Resources– Provide information on size, resources and business history of the Company.
- 1.7. References - Provide the name, address, telephone number and e-mail of at least three (3) firms applicable to Municipal, Government, or Clients that utilize the service outlined in the scope within the last two (2) years. Attachment A: Reference Sheet is herein provided.
- 1.8. Added Value – Respondent shall explain and propose any added value that their specified program provides.

PART V

1. **CONFIDENTIALITY OF CONTENT:** All documents submitted in response to a solicitation shall be subject to the Texas Public Information Act. Following an award, 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. Pricing is not considered to be confidential under any circumstances.
 - 1.1 Information in a submittal that is legally protected as a trade secret or otherwise confidential must be clearly indicated with stamped, bold red letters stating "CONFIDENTIAL" on that section of the document. The City will not be responsible for any public disclosure of confidential information if it is not clearly marked as such.
 - 1.2 If a request is made under the Texas Public Information Act to inspect information designated as confidential, the Respondent shall, upon request from the City, furnish sufficient written reasons and information as to why the information should be protected from disclosure. The matter will then be presented to the Attorney General of Texas for final determination.
2. **ETHICS ORDINANCE AND DISCLOSURE STATEMENTS:** The City's Ethics Ordinance requires persons seeking to enter discretionary contracts with the City or appearing before the City Council or another City board or body to disclose certain conflicts of interest. The relevant sections of the Ethics Ordinance are set forth below. The Ethics Ordinance can be found in Article 9.05, Chapter 9 of the City's Code of Ordinances at the following link:
<http://z2codes.franklinlegal.net/franklin/Z2Browser2.html?showset=leanderset>

Sec. 9.05.007 Persons doing business with the city

(a) Persons seeking discretionary contracts.

- (1) For the purpose of assisting the city in the enforcement of provisions contained in this article, an individual or business entity seeking a discretionary contract from the city is required to disclose in connection with a proposal for a discretionary contract any conflict of interest. This is set forth in [sections 9.05.004](#) and [9.05.005](#) of this article. Further, the individual or business entity agree to abide by the same ethical standards as set forth for public servants in this article.
- (2) Subsection (a) of this section will become a permanent footnote on documents contained in city bid packets for discretionary contracts.

(b) Disclosure of conflicts of interest by persons appearing before a board or city body. A person appearing before any city board or other city body for the purpose of doing business with the city shall disclose to that board or body any facts known to such person which may show or establish that:

- (1) An employee or officer of the city that advises or makes presentations to the board or city body; or
- (2) Any member of the board or city body; has or may have a conflict of interest pursuant to chapter 171, Tex. Loc. Gov't. Code, or an interest which would violate the ethical standards set forth in this article, if he or she were to participate in the processing or consideration of the subject matter.

Sec. 9.05.009(f) Disclosure by persons appearing before a city body. Any person who appears before any city body who has had business dealings within the preceding 12-month period involving one or more transactions of five hundred dollars (\$500.00) or more each quarter, or for a total of twenty-five hundred dollars (\$2,500.00) or more, within the preceding 12-month period with a councilmember, commissioner, or business entity in which a councilmember or commissioner has a substantial interest, shall disclose such business dealings at the time of the appearance. Any person who shall intentionally or knowingly fail to make the aforesaid disclosure shall be guilty of a misdemeanor and shall be fined in accordance with this article.

Provide the name, address, telephone number and **E-MAIL** of at least three (3) Municipal and/or Government agencies or firms of comparable size that have utilized similar service within the last two (2) years. City of Leander references are not applicable. References may be checked prior to award. Any negative responses received may result in 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.

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 in this section is being disclosed.

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section 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 named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

C. Is the filer of this questionnaire employed by 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?

☐ Yes

☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

Signature of vendor doing business with the governmental entity

Date



City of Leander Bid Form - Attachment C
PURCHASING DEPARTMENT
105 N. Brushy Street • Leander, Texas 78641

RFP Submittal Coversheet

Issue Date:	May 19, 2022	RFP #:	S22-004	Response Deadline:	June 3, 2022 9:00 A.M.
Category Code:	550-29	Solicitation Description:	Right Of Way Negotiation Services		

- Please use the table below to organize your Response in the following order by the corresponding tab number.
- Provide digital copy of Response on a USB flash drive with the original Response binder.
- Response pages must be numbered and contain an organized, paginated, table of contents corresponding to the Section and pages of the Response.
- Response shall include all of these elements or may be disqualified.

Requested Item	Tab Number	Vendor Initials	City Initials
Title page (PART IV; Section 1.1)	1		
RFP Submittal Coversheet (Attachment C)	1		
Letter of Transmittal (PART IV; Section 1.2)	1		
Table of Contents (PART IV; Section 1.3)	1		
Qualifications Of Respondents (PART IV; Section 1.4)	2		
Proposed Cost (PART IV; Section 1.5)	3		
Available Resources (PART IV; Section 1.6)	4		
References (PART IV; Section 1.7; Attachment A)	5		
Added Value (PART IV; Section 1.8)	6		
CIQ Form (Attachment B)	7		
Terms & Conditions Issues (PART I; Section 3)	8		
Proposer's Contract and/or Terms and Conditions (PART I; Section 3)	9		
Solicitation Addenda, <i>if applicable</i> (From the ESBD and/or the City of Leander Website)	10		
Vendor Addenda, <i>if applicable</i>	11		



City of Leander Bid Form - Attachment C
PURCHASING DEPARTMENT
105 N. Brushy Street • Leander, Texas 78641

Vendor Information

Vendor Name:		Address:	
Email Address:		*City, State, Zip:	
Phone Number:		Federal EIN*:	

*Federal Employers Identification number in the Federal EIN field above. In an effort to minimize identity theft, every company MUST have an Employers Identification Number (EIN) prior to award of a contract. For information on obtaining your EIN, you may contact the IRS at (800) 829-4933 or visit <https://www.irs.gov/forms-pubs> and complete the Form SS-4.

Award Notice: The City of Leander reserves the right to accept or reject all or any part of any bid, waive minor technicalities, and award the bid that will best serve the interest of the City of Leander. The City of Leander also reserves the right to reject any and all bid items at the sole discretion of the City of Leander. Bid prices are requested to be firm for the City of Leander acceptance for 90 days from the Solicitation Response Deadline (Opening Date).

SIGNATURE REQUIRED

The person who signs this Coversheet must have the authority to bind the company into a contract.

Printed
Name:

Job
Title:

Signature:

Date:

*By signing this form, Vendor certifies that if a Texas address is shown as the address of the company, the Vendor qualifies as a Texas Resident Bidder as defined in TAC Rule § 20.38.



EXECUTIVE SUMMARY
8/15/2024

AGENDA SUBJECT:

Approval of the proposed Brushy Creek Regional Utility Authority (BCRUA) FY 2025 Budget.

BACKGROUND:

On June 26, 2024, the Brushy Creek Regional Utility Authority Board approved a resolution adopting the BCRUA Annual Operating, Debt Service and Capital Project Budgets for Fiscal Year 2024-2025, subject to the approval of the Participating Cities.

The proposed BCRUA FY 2025 Total Annual Operating Budget, including Capital Outlay and Reserve Adjustment, includes a 21% increase, from \$5,332,239.00 to \$6,454,881.00. The proposed FY 2025 Debt Service Budget will increase by \$4,407,663.00 to \$28,330,550.00. New in FY 2025 is a Capital Projects Budget for active BCRUA projects, shown in Exhibit A of the resolution.

Operating Budget changes are summarized as follows: the annual average FY 2025 BCRUA water production is projected to increase by 25.2% from 13.3 million gallons per day (MGD) to 16.65 MGD. This is the largest driver of the Operating Budget increase, representing 57.6% of the increase.

The second largest increase is for plant personnel at 15.7%. The third largest is repairs and maintenance at 12.5%, due to previously underfunding of these line items and the large amount of deferred maintenance items needing attention.

Additionally, \$75,000.00 is being budgeted for Phase 2 of the development of an Asset Management system for BCRUA's increasing capital assets. Lastly, the debt service increase is mostly driven by the 2024 SWIFT takedowns by Round Rock and Leander planned for later this year.

BCRUA staff, and both the Finance and Engineering Operations Committees (OC), have reviewed this proposed budget and recommend Board approval.

A summary of the budget broken down by each City is as follows:

BCRUA Budget	Proposed FY 2025	Cedar Park	Leander	Round Rock
FY25 Operating Budget	\$6,454,881	\$869,438	\$2,940,272	\$2,645,171
FY25 Debt Service Budget	\$28,330,550	\$6,321,102	\$13,159,504	\$8,849,944
Total Operating and Debt Service Budget	\$34,785,432	\$7,190,540	\$16,099,776	\$11,495,115

The FY 2024 Budget is as follows:

BCRUA Budget	FY 2024	Cedar Park	Leander	Round Rock
FY24 Operating Budget	5,332,239	803,083	2,971,750	1,557,406
FY24 Debt Service Budget	23,922,887	6,305,565	10,762,515	6,854,807
Total Operating and Debt Service Budget	29,255,126	7,108,648	13,734,265	8,412,213

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Recommend Approval

PRESENTER:

Robert G. Powers, Executive Finance Director

Gina Ellison, Executive Director of Public Works

	<u>Fiscal Impact</u>
<u>Amount requested</u>	\$ 2,940,272.00 Operations \$13,159,504.00 Debt Services
<u>Approved in current budget (Yes / No):</u>	Proposed FY 2025
<u>Expenditure (New / Amended):</u>	New
<u>Recurring or one-time:</u>	Recurring
<u>Fund source (Operating / Utility / etc.):</u>	Utility Fund Operations and Debt Service

Attachments:

1. BCRUA Budget Summary by GM
2. BCRUA Budget Resolution 06.26.24
3. FY 2025 Budget Summary Info - Final

DATE: June 21, 2024

SUBJECT: BCRUA Board Meeting – June 26, 2024

ITEM: 6C. Consider a resolution approving the BCRUA Annual Operating, Debt Service and Capital Project Budgets for Fiscal Year 2024-2025, subject to the Approval of the Participating Cities.

PRESENTER: Sam Roberts, General Manager

BACKGROUND:

The proposed FY 2025 Total Annual Operating Budget, including Capital Outlay and Reserve Adjustment, includes a 21% increase, from \$5,332,239 to \$6,454,881. The proposed FY 2025 Debt Service Budget will increase by \$4,407,663 to \$28,330,550. We have also included a Capital Projects Budget, for active BCRUA projects, and this is shown in Exhibit A of the attached resolution. Operating Budget changes are summarized as follows:

The annual average FY24 BCRUA water production is projected to increase by 25.2% from 13.3 to 16.65 million gallons per day (mgd). This is the largest driver of the Operating Budget increase, representing 57.6% of the increase. The second largest increase is for plant personnel at 15.7%, and the 3rd largest is repairs and maintenance at 12.5%, due to previously underfunding of these line items and large amount of deferred maintenance items needing attention. Additionally, \$75,000 is being budgeted for Phase 2 of the development of an Asset Management system for BCRUA's increasing capital assets. And lastly, the debt service increase is mostly driven by the 2024 SWIFT takedowns by Round Rock and Leander planned for later this year.

A table summarizing comparisons of major categories of the budget from FY24 to FY25 is shown on the next page. It should be noted that the overall increase in the annual operating budget from FY24 to FY25 is less than the FY23 to FY24 increase, on a percentage basis, and the resulting cost per 1,000 gallons of water is also less than last year's.

A resolution and Exhibit for Board approval of this budget is attached. BCRUA staff and both the Finance and Engineering Operations Committees (OC) have reviewed this proposed budget and recommend Board approval.

Operating & Debt Service Budget Summary By Category - FY24 V FY25				
Budget Category	FY 2024	FY 2025	Change	% Change
Plant Personnel (inc GM) ¹	\$1,635,500	\$1,811,900	\$176,400	10.79%
Repairs/Replacement/Maintenance ²	\$288,000	\$428,810	\$140,810	48.89%
Supplies/Materials/Small Tools ³	\$100,700	\$94,050	-\$6,650	-6.60%
Electricity/Chemicals/Sludge ⁴	\$2,379,000	\$3,026,000	\$647,000	27.20%
Contract Services ⁵	\$252,950	\$291,500	\$38,550	15.24%
Capital Outlay ⁶	\$83,000	\$87,000	\$4,000	4.82%
Other ⁷	\$241,650	\$270,400	\$28,750	11.90%
Contingency ⁸	\$149,424	\$180,290	\$30,866	20.66%
Sub-Total Operating Costs	\$5,130,224	\$6,189,950	\$1,059,726	20.66%
Reserve Adjustment ⁹	\$202,015	\$264,931	\$62,916	31.14%
Total Operating Budget	\$5,332,239	\$6,454,881	\$1,122,642	21.05%
Debt Service	\$23,922,887	\$28,330,550	\$4,407,663	18.42%
Total Operating & Debt Service	\$29,255,126	\$34,785,432	\$5,530,306	18.90%

Notes:

1 - Includes RR contract services reported in GM personnel cost.

2 - All mechanical & electrical equipment for treatment, pumping, transmission, buildings, HVAC, SCADA

3- Office, safety, lab, computers, radios, small tools, fuel/oil and janitorial

4 - Electricity, chemicals and sludge processing for all treatment, pumping and flow control facilities.

5- Includes CP contract accounting, audit/investment/banking fees, mowing and legal services.

6 - TBD, possible plant truck and forklift.

7 - Insurance, trash, TCEQ fee, phones, asset mgmt study Ph2, uniforms

8 - Unforeseen expenses that may arise to assure proper operation and maintenance of plant and facilities

9 - 25% (3 months) of Operating Costs

RESOLUTION NO. BCRUA-2024-010

WHEREAS, the Board of Directors of the Brushy Creek Regional Utility Authority (“BCRUA”) wishes to adopt the BCRUA Annual Operating, Debt Service and Capital Project Budget for Fiscal Year 2024-2025, in accordance with the attached proposal, Now Therefore

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE BRUSHY CREEK REGIONAL UTILITY AUTHORITY:

That the BCRUA Annual Operating, Debt Service and Capital Project Budget for Fiscal Year 2024-2025 be adopted, subject to the approval of the Participating Cities, as set forth in Exhibit "A" attached hereto and incorporated herein for all purposes.

The Board of Directors hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 26th day of June, 2024.

RENE FLORES, President
Brushy Creek Regional Utility Authority

ATTEST:

ANNE DUFFY, Secretary

BCRUA Budget	Proposed FY 2025	Cedar Park	Leander	Round Rock
FY25 Operating Budget	\$6,454,881	\$869,438	\$2,940,272	\$2,645,171
FY25 Debt Service Budget	\$28,330,550	\$6,321,102	\$13,159,504	\$8,849,944
Total Operating and Debt Service Budget	\$34,785,432	\$7,190,540	\$16,099,776	\$11,495,115

BCRUA FY 2025 Capital Projects Budget ¹				
Project	Description	Soft Cost	Construction Cost	Total Project Cost (Budget)
Phase 2 Raw Water Delivery System ²	Raw Water Intake, Tunnel, Pump Station and Transmission Line	\$65,428,000	\$258,487,000	\$323,915,000
Phase 1D WTP Expansion	WTP expansion from 32.5 MGD to 42 MGD	\$2,863,000	\$18,746,400	\$21,609,400
Delivery Points Ph 1 & 2	Upgrades at water delivery points to cities for improved flow control	\$762,000	\$2,053,000	\$2,815,000
Phase 2A WTP Expansion ³	WTP expansion from 42 MGD to 64 MGD	\$14,000,000	\$84,000,000	\$98,000,000
Barge decommission & recommission ⁴	Contingency plan if Lake Travis drops to El 623.	\$300,000	\$2,700,000	\$3,000,000

1 - Cost data from SWIFT loans applications and take-down Information

2- Ph 2 includes prelim design, land rights, PEC power projects, CMT, constr phase svcs, construction

3 - Cost & Funding source TBD during design phase

4 - Funding source TBD if project becomes necessary

Operating & Debt Service Budget Summary By Category - FY24 V FY25				
Budget Category	FY 2024	FY 2025	Change	% Change
Plant Personnel (inc GM) ¹	\$1,635,500	\$1,811,900	\$176,400	10.79%
Repairs/Replacement/Maintenance ²	\$288,000	\$428,810	\$140,810	48.89%
Supplies/Materials/Small Tools ³	\$100,700	\$94,050	-\$6,650	-6.60%
Electricity/Chemicals/Sludge ⁴	\$2,379,000	\$3,026,000	\$647,000	27.20%
Contract Services ⁵	\$252,950	\$291,500	\$38,550	15.24%
Capital Outlay ⁶	\$83,000	\$87,000	\$4,000	4.82%
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Notes:

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2 - All mechanical & electrical equipment for treatment, pumping, transmission, buildings, HVAC, SCADA

3- Office, safety, lab, computers, radios, small tools, fuel/oil and janitorial

4 - Electricity, chemicals and sludge processing for all treatment, pumping and flow control facilities.

5- Includes CP contract accounting, audit/investment/banking fees, mowing and legal services.

6 - TBD, possible plant truck and forklift.

7 - Insurance, trash, TCEQ fee, phones, asset mgmt study Ph2, uniforms

8 - Unforeseen expenses that may arise to assure proper operation and maintenance of plant and facilities

9 - 25% (3 months) of Operating Costs

Operating Budget Comparison By Category - FY22 - FY25				
Budget Category	FY 2022	FY 2023	FY 2024	FY 2025
Plant Personnel (inc GM)	\$1,084,150	\$1,265,150	\$1,635,500	\$1,811,900
Repairs/Replacement/Maintenance	\$126,000	\$176,000	\$288,000	\$428,810
% Change From Prior Year	N/A	39.68%	63.64%	48.89%
Supplies/Materials/Small Tools	\$62,000	\$80,500	\$100,700	\$94,050
Electricity/Chemicals/Sludge	\$1,805,100	\$2,080,000	\$2,379,000	\$3,026,000
Contract Services	\$228,900	\$248,000	\$252,950	\$291,500
Capital Outlay	\$92,000	\$83,000	\$83,000	\$87,000
Other	\$251,125	\$155,625	\$241,650	\$270,400
Contingency	\$113,318	\$125,888	\$149,424	\$180,290
Reserve Adjustment		\$107,893	\$202,015	\$264,931
Total Operating Budget	\$3,762,593	\$4,322,163	\$5,332,239	\$6,454,881
% OP Budget Change From Prior Year	NA	14.87%	23.37%	21.05%
Total Budgeted MGD	12.55	12.3	13.3	16.65
Budgeted OP Cost Per 1,000 Gals	\$0.82	\$0.94	\$1.06	\$1.02
Total Operating & Debt Service Budget	NA	\$25,137,164	\$29,255,126	\$34,785,432
% Total OP/DS Change From Prior Year	NA		16.38%	18.90%



EXECUTIVE SUMMARY
8/15/2024

AGENDA SUBJECT:

Approval of an expenditure for the construction of effluent tertiary filters at the Brushy Creek Regional Wastewater System (BCRWWS) Plant in the amount of \$8,309,000.00 with Leander's portion of the contract amount being 12.82%, or \$1,065,213.80.

BACKGROUND:

Brushy Creek Regional Wastewater System (BCRWWS) has recently expanded the capacity of the East Regional Wastewater Treatment Plant (WWTP) to 30 million gallons per day (MGD). As a result of the increased capacity of the WWTP, the Texas Commission on Environmental Quality (TCEQ) could possibly place more stringent limitations on effluent quality both now and in the future. To ensure that the effluent quality standards are met, the Partner Cities have decided to construct tertiary effluent filters which will add 48 MGD of capacity to the 6 MGD of existing filter capacity. In total, the plant will have 54 MGD of filter capacity at the completion of this project.

The project was advertised for six (6) weeks starting on April 10, 2024. On May 22, 2024, two (2) proposals were received. The proposals were evaluated by the BCRWWS Partner Cities, and the highest-ranking offeror, Keeley Construction Group, Inc., is recommended for award. The contract time is two hundred seventy (270) days and is anticipated to begin in September 2024 and conclude in June 2025. This request is to authorize the award of an expenditure of a construction contract to Keeley Construction Group, Inc. The total base bid amount is \$8,174,000.00 plus bid alternate No. 4 in the amount of \$135,000.00, for a total contract amount of \$8,309,000.00 which will be shared by the four (4) participating Cities based on the amount of capacity each City owns within the WWTP. Leander's portion of the contract amount is 12.82% or \$1,065,213.80.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval of the expenditure for the construction of the BCRWWS effluent tertiary filters.

PRESENTER:

Gina M. Ellison, PE, Executive Director of Public Works

Fiscal Impact

Amount requested: \$1,065,213.80

Approved in current budget (Yes / No): Yes

Expenditure (New / Amended):

New

Recurring or one-time:

One Time

Fund source (Operating / Utility / etc.):

Utility WW Impact Fees (26-01-8752)

Attachments:

1. Resolution - BCRWWS East WWTP Tertiary Filters Project

RESOLUTION NO. R-2024-188

WHEREAS, the City of Round Rock (“City”) has previously determined in Resolution No. R-2024-010 that “Competitive Sealed Proposal” is the delivery method which provides the best value for the Brushy Creek Regional Wastewater System East WWTP Tertiary Filters Project, and

WHEREAS, after advertising for and receiving proposals from offerors, the City of Round Rock determines that Keeley Construction Group, Inc. is the offeror which offers the best value for the City, and

WHEREAS, the City Council now wishes to enter into a “Standard Form of Agreement Between Owner and Contractor” with Keeley Construction Group, Inc., Now Therefore

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROUND ROCK, TEXAS,

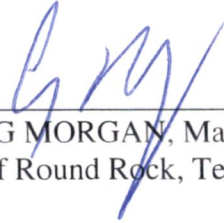
That, after advertising for and receiving proposals from offerors, the City of Round Rock hereby finds that Keeley Construction Group, Inc. is the offeror which offers the best value for the City for the Brushy Creek Regional Wastewater System East WWTP Tertiary Filters Project.

BE IT FURTHER RESOLVED,

That the Mayor is hereby authorized and directed to execute on behalf of the City a “Standard Form of Agreement Between Owner and Contractor” with Keeley Construction Group, Inc. for the Brushy Creek Regional Wastewater System East WWTP Tertiary Filters Project.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 25th day of July, 2024.

A handwritten signature in blue ink, appearing to read 'C. Morgan', is written over a horizontal line.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

A handwritten signature in blue ink, appearing to read 'Meagan Spinks', is written over a horizontal line.

MEAGAN SPINKS, City Clerk

CITY OF ROUND ROCK
 Utilities & Environmental Services
 3400 Sunrise Road
 Round Rock, Texas 78665

BIDS EXTENDED AND CHECKED

BY: A. Ho
 DATE: May 22, 2024

BID TABULATION

PROJECT: Brushy Creek Regional Wastewater System East Plant Tertiary Filters

LOCATION: Virtual (Teams)		Company Name:		Keeley Construction		Thalle Construction Co., Inc.			
BID DATE:		5/22/2024 10:00 AM		Statement of Safety? Yes		Statement of Safety? Yes			
				Addendum(s)?		Addendum(s)?			
				Bid Bond? Yes		Bid Bond? Yes			
ITEM #		APPROX QTY.	UNIT	UNIT PRICE	COST	UNIT PRICE	COST		
1	Bonds, Mobilization, and Insurance	1	LS	\$300,000.00	\$300,000.00	\$590,000.00	\$590,000.00		
2	Stormwater pollution prevention plan and maintenance	1	LS	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00		
3	Furnish and install labor, materials, equipment, for Filter Basin and Associated Site/Civil	1	LS	\$2,000,000.00	\$2,000,000.00	\$6,154,374.00	\$6,154,374.00		
4	Raise walls on existing junction boxes and chlorine contact basin	1	LS	\$155,000.00	\$155,000.00	\$650,000.00	\$650,000.00		
5	Installation, testing, and startup of Aqua-Aerobic MegaDisk filters	1	LS	\$230,000.00	\$230,000.00	\$200,000.00	\$200,000.00		
6	Storage of Aqua-Aerobic MegaDisk filters	1	LS	\$25,000.00	\$25,000.00	\$20,000.00	\$20,000.00		
7	Furnish and install labor, materials, equipment, for 84" FRP lines	1	LS	\$675,000.00	\$675,000.00	\$425,000.00	\$425,000.00		
8	Furnish and install labor, materials, equipment, for 48" FRP lines	1	LS	\$670,000.00	\$670,000.00	\$515,000.00	\$515,000.00		
9	Furnish and install labor, materials, equipment, for 24" FRP lines	1	LS	\$102,000.00	\$102,000.00	\$75,000.00	\$75,000.00		
10	84" diameter BFV operator manholes	2	EA	\$48,000.00	\$96,000.00	\$50,000.00	\$100,000.00		
11	48" butterfly valves with Rotork IQ series actuators	2	EA	\$98,000.00	\$196,000.00	\$85,000.00	\$170,000.00		
12	84" x 84" slide gates with Rotork IQ series actuators	2	EA	\$125,000.00	\$250,000.00	\$110,000.00	\$220,000.00		
13	54" x 54" slide gates with Rotork IQ series actuators	1	EA	\$73,000.00	\$73,000.00	\$65,000.00	\$65,000.00		
14	48" x 48" slide gates with Rotork IQ series actuators	4	EA	\$50,000.00	\$200,000.00	\$63,000.00	\$252,000.00		
15	36" x 48" slide gate with Rotork IQ series actuators	1	EA	\$45,000.00	\$45,000.00	\$60,000.00	\$60,000.00		
16	Trench safety	1	LS	\$30,000.00	\$30,000.00	\$1,000.00	\$1,000.00		
17	Bypass pumping and temporary construction sequencing	1	LS	\$870,000.00	\$870,000.00	\$150,000.00	\$150,000.00		
18	2-ton Bridge Crane	1	EA	\$47,000.00	\$47,000.00	\$100,000.00	\$100,000.00		
19	Electrical and Instrumentation Improvements associated with Tertiary Filters	1	LS	\$1,800,000.00	\$1,800,000.00	\$1,500,000.00	\$1,500,000.00		
20	SCADA and instrumentation programming and integration	1	LS	\$130,000.00	\$130,000.00	\$100,000.00	\$100,000.00		
21	All other items not included elsewhere	1	LS	\$215,000.00	\$215,000.00	\$10,000.00	\$10,000.00		
22	Owner's allowance for unanticipated costs	1	LS	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00		
TOTAL BASE BID				\$8,174,000.00		\$11,422,374.00			
1	Hot mix asphaltic concrete pavement, 2", type D.	1	LS	\$145,000.00	\$145,000.00	\$100,000.00	\$100,000.00		
2	Flexbase (10")	1	LS	\$125,000.00	\$125,000.00	\$50,000.00	\$50,000.00		
3	Demo of Existing Pavement	1	LS	\$35,000.00	\$35,000.00	\$25,000.00	\$25,000.00		
4	12" PVC line for NPW service to FC 1-4, including PRV vault	1	LS	\$135,000.00	\$135,000.00	\$225,000.00	\$225,000.00		
TOTAL ALT BID				\$440,000.00		\$400,000.00			
TOTAL				\$8,614,000.00		\$11,822,374.00			



PLUMMER

6/26/2024

Michael Thane, P.E.
Director of Utilities and Environmental Services
City of Round Rock
3400 Sunrise Road
Round Rock, TX 78665

Re: **Brushy Creek Regional Wastewater System East WWTP Tertiary Filters
Engineer's Recommendation of Award of Contract**

A total of two sealed proposals were received and opened on May 22, 2024 for the above referenced project. The base bids ranged from \$8,174,000.00 to \$11,422,374.00. Keeley Construction Group, Inc. principal office of New Braunfels, Texas submitted the highest ranked proposal. Their base bid plus bid alternate no. 4 is in the amount of \$8,309,000.00.

After reviewing the contractor's experience and bid price, I recommend award of this project to Keeley Construction Group, Inc. in the amount of \$8,309,000.00.

Sincerely,

Perran S. Hutton, P.E.
Project Manager
Plummer Associates, Inc.

Enclosures

cc: **Rebecca Vento, P.E., Project Manager, City of Round Rock
Project File**



BCRWWS Tertiary Filter Project





EXECUTIVE SUMMARY
8/15/2024

AGENDA SUBJECT:

Approval of Task Order GEO-TCI-CIPS23-019-01 with Terracon Consultants, Inc. for geotechnical investigation and pavement design services for Bagdad Road between Crystal Falls Parkway and Hero Way in the amount of \$57,281.70; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

Bagdad Road, between Crystal Falls Parkway and Hero Way, is showing signs of distress in various locations, with most distress appearing on south-bound lanes. In order to rehabilitate or reconstruct this road in coming years, staff is looking for site specific recommendations of any soil remediation needed to address the issue and pavement design with Task Order GEO-TCI-CIPS23-019-01. Terracon Consultants, Inc. will conduct geotechnical field investigation, identify the cause(s) of distress and provide pavement recommendations under this task order. The details and full scope of work for this task order is contained in Attachment 1.

Terracon Consultants, Inc. is included on the list of pre-qualified engineering firms per Solicitation #CIPS23-019 for Geotechnical Investigation and Design services.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff respectfully requests approval of Task Order GEO-TCI-CIPS23-019-01 with Terracon Consultants, Inc. in the amount of \$57,281.70 for geotechnical investigation and pavement design services for Bagdad Road between Crystal Falls Parkway and Hero Way; and authorize the City Manager to execute any and all necessary documents.

PRESENTER:

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

	<u>Fiscal Impact</u>
<u>Amount requested:</u>	\$57,281.70
<u>Approved in current budget (Yes / No):</u>	Yes
<u>Expenditure (New / Amended):</u>	New
<u>Recurring or one-time:</u>	One-time
<u>Fund source (Operating / Utility / etc.):</u>	GL 01-21-5605 (Public Works Contract Services - Road Rehab)

Attachments:

1. Task Order # GEO-TCI-CIPS23-019-01

TASK ORDER FOR PROFESSIONAL SERVICES

TASK ORDER NO. Task Order # GEO-TCI-CIPS23-019-01

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

Geotechnical Investigation and Pavement Design: Bagdad Road (Between Crystal Falls Parkway and Hero Way)

A. PROJECT DESCRIPTION

Geotechnical Investigation on Bagdad Rd between Heroway & Crystal Falls to identify subsurface condition, cause of distress and to provide pavement recommendation.

B. SCOPE OF SERVICES

Terracon Consultants, Inc. will provide design services as described in the attached Scope of Services.

C. DELIVERABLES

Terracon Consultants, Inc. will provide deliverables as described in the attached Scope of Services.

D. BASIS OF COMPENSATION

The total compensation for this project 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) **\$57,281.70** for (Subsurface Exploration, Laboratory Testing, Geotechnical Consulting and Reporting) as established in Attachment A. The City shall make payments to the Engineer for performing the engineering services described on a monthly billing basis in accordance with monthly statements submitted by the Engineer and approved by the City. Final payment shall be due upon completion of the services described.

E. TIME FOR COMPLETION

The Engineer will work expeditiously to complete the services as described in the attached Scope of Services. Design phase services are anticipated to take approximately 2.5 months.

F. ATTACHMENTS

Attachment A – Terracon’s Proposal for Geotechnical Services

Terracon Consultants, Inc. will begin work as soon as authorized and as services are requested. Design and construction phase services are anticipated to be completed within 2.5 months after notice to proceed.

APPROVED:

CITY OF LEANDER, TEXAS

By _____

Title _____

Attest _____

Date _____

ACCEPTED:

TERRACON CONSULTANTS, INC.

By Jesse M. Kocher

Title Senior Principal

Attest Edward Jaimes

Date 7/31/2024



800 Paloma Drive, Suite 160
Round Rock, TX 78665
P (512) 628 8600
Terracon.com

July 30, 2024

City of Leander TX
200 W Willis Street
Leander, TX 78641-1781

Attn: Roman Poudyal
P: 512.259.2640
E: rpoudyal@leandertx.gov

RE: Proposal for Geotechnical Engineering Services
Bagdad Road Reconstruction
Bagdad Road between Crystal Falls Parkway and Hero Way
Leander, Texas
Terracon Proposal No. PAC245072, Revision 2

Dear Mr. Poudyal:

We appreciate your selection of Terracon to provide this scope proposal to City of Leander TX (City of Leander) to provide Geotechnical Engineering services for the above referenced publicly-funded project. The following are exhibits to the attached Agreement for Services.

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Site Location and Nearby Geotechnical Data
Exhibit E	Anticipated Exploration Plan
Exhibit F	Estimated Fee using Unit Rates

Our estimated fee using unit rates to perform the Scope of Services described in this proposal and our schedule can be found in Exhibit C and Exhibit F. Your authorization for Terracon to proceed in accordance with this proposal can be issued by signing and returning a copy of the attached Agreement for Services to our office. If you have any questions regarding any aspect of this proposal, please feel free to contact us.

Sincerely,

Terracon Consultants, Inc.
TBPELS Firm Registration TX-F3272

Edward Jaimes

Edward E. Jaimes, P.E.
Geotechnical Department Manager

Bryan S. Moulin

Bryan S. Moulin, P.E.
Senior Principal, Geotechnical Services



Exhibit A – Project Understanding

Our Scope of Services is based on our understanding of the project as described by the City of Leander and the expected site conditions as described below. We have visited the project site to confirm the information provided. Aspects of the project, undefined or assumed, are highlighted in the following tables. We request City of Leander and/or the design team verify all information prior to our initiation of field exploration activities.

Planned Construction

Item	Description
Information Provided	An email request for proposal was provided by Roman Poudyal with City of Leander on June 17, 2024.
Project Description	We understand Bagdad Road between Crystal Falls Parkway and Hero Way (approximately 2 miles in length) is experiencing differing levels of distress with most of the distress appearing to be located on the southbound lanes. We understand some improvements were made to the roadway including mill and overlays, overlays, and full depth repairs in 2018. Terracon’s scope of services will include field investigations, opinions on the cause of distresses, and pavement recommendations to address the distresses.

Site Location and Anticipated Conditions

Item	Description
Parcel Information	The project site is an approximately 2-mile-long portion of Bagdad Road between Crystal Falls Parkway and Hero Way in Leander, Texas. Latitude/Longitude of the intersection of Bagdad Road and Municipal Drive: 30.5688°N, 97.8681°W (See Exhibit D)
Existing Improvements	Existing 5-lane asphalt pavement roadway (2 lanes in each direction and one turn lane).
Current Ground Cover	Asphalt pavements
Existing Topography	Based on Google Earth elevations ranging from a low elevation of about 1,005 feet near the intersection with Hero Way W to a high elevation of about 1,050 feet near the intersection with



Item	Description
Site Access Expected Subsurface Conditions	Crystal Falls Parkway. Please provide a topographic survey when available. The boring locations are accessible with our truck-mounted drilling equipment and support vehicles during dry weather conditions. Traffic control will be required to perform the borings. Our experience near the vicinity of the proposed development and review of geologic maps indicates subsurface conditions consist of variable plasticity clay soils overlying the Keys Valley Formation.



Exhibit B - Scope of Services

Our proposed Scope of Services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

Field Exploration

Based on input provided by City of Leander, and our experience with similar projects in the vicinity of the project site, we propose the following field exploration program which is anticipated to be completed with 4 to 5 days of on-site activities.

Number of Borings	Planned Boring Depth (feet) ^{1,2}	Planned Location ³
22	15	Bagdad Road
1. Below existing ground surface. 2. Borings may be shallowed to no less than 10 feet, if at least 2 feet of competent limestone bedrock is sampled. 3. The planned boring locations are shown on the attached Anticipated Exploration Plan .		

Boring Layout and Elevations: We will use handheld GPS equipment to locate borings with an estimated horizontal accuracy of +/-20 feet. Field measurements from existing site features may be utilized. If available, approximate elevations will be obtained by interpolation from a site specific, surveyed topographic map. If topographic data is not available, Google Earth™ may be utilized to obtain approximate elevations.

Subsurface Exploration Procedures: The exploration team will core the existing pavement surface in order to obtain intact pavement. The exploration team will then advance the borings with a truck-mounted drill rig using continuous flight augers (solid stem and/or hollow stem, as necessary, depending on soil conditions) and/or rotary wash boring techniques. Samples will typically be obtained at two-foot intervals in the upper 10 feet of each boring and at intervals of 5 feet thereafter (unless bedrock is encountered). Soil sampling is typically performed using thin-wall tube and/or split-barrel sampling procedures. The split-barrel samplers are driven in general accordance with the standard penetration test (SPT). Upon encountering bedrock or refusal for tube sampling, bedrock is sampled with either split-barrel spoons, or continuously cored using NX rock coring equipment. When sufficient bedrock is sampled, the borings are shallowed at the geotechnical engineer’s discretion. Air (with foam) or water will be used as a drilling aid for rock coring. The spent foam/water will be discharged on site. Our proposed budget considers water is available within 10 miles of the site. For safety purposes, all borings are backfilled with auger cuttings/bentonite chips after their

completion. Pavements are patched with cold-mix asphalt and/or pre-mixed concrete, as appropriate.

In addition, Terracon will perform Dynamic Cone Penetrometer (DCP) testing at up to 6 boring locations up to a depth of 3 feet. The DCP test will be performed in general accordance with the ASTM D 6951.

The samples will be placed in appropriate containers, taken to our soil laboratory for testing, and classified by a Geotechnical Engineer. In addition, the exploration team will observe and record groundwater levels during drilling and sampling.

Our exploration team will prepare field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials observed during drilling and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the Geotechnical Engineer's interpretation and include modifications based on observations and laboratory tests.

Falling Weight Deflectometer Testing

As an option, Terracon can hire a subcontractor to perform Falling Weight Deflectometer (FWD) testing. One day of FWD testing will be performed at intervals of about 200 feet focusing on the southbound lanes between Crystal Falls Parkway and Municipal Drive. If there is still time left in the day, FWD testing will be performed either on the southbound lanes between Hero Way and Municipal Drive or on the northbound outside lane between Crystal Falls Parkway and Municipal Drive. The testing will be performed in general accordance with ASTM D4694 which consists of dropping a mass of known weight onto the pavement surface. Deflections in the pavement are measured at various distance intervals using deflection sensors. The data is then analyzed to produce moduli values based on the load-deflection response. The results of the analyses can be used to determine areas of the road that are not performing as expected. This service would be beneficial if a pavement rehabilitation approach (as opposed to a pavement reconstruction approach) is desired.

Property Disturbance: Terracon will take reasonable efforts to reduce damage to the property. However, it should be understood that in the normal course of our work some disturbance could occur including surficial staining of the pavements. Our scope of services does not include cleaning the boring locations beyond removing the excess spoils.

Our drilling subcontractor will backfill borings located within the Edwards Aquifer Recharge Zone with auger cuttings and/or bentonite pellets upon completion. Pavements will be patched with cold-mix asphalt. Our services do not include repair of the site

beyond backfilling our boreholes and patching existing pavements. Excess auger cuttings will be dispersed in the general vicinity of the borehole. Because backfill material often settles below the surface after a period, we recommend boreholes to be periodically checked and backfilled, if necessary. We can provide this service or grout the boreholes for additional fees at your request.

Safety

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials observed while drilling will be noted on our logs.

Exploration efforts require borings into the subsurface, therefore Terracon will comply with local regulations to request a utility location service Texas 811 (aka One-Call). We will consult with the landowner/client regarding potential utilities or other unmarked underground hazards. Based upon the results of this consultation, we will consider the need for alternative subsurface exploration methods as the safety of our field crew is a priority.

Private Utility Locate Service: Terracon should be notified so that we may review utility plans to help avoid the existing lines. Utilities should be marked by the owner/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities not disclosed to us or improperly located in the field. If the owner/client is unable to accurately locate private utilities, Terracon can assist the owner/client by coordinating or subcontracting with a private utility locating services. Fees associated with the additional services are not included in our current Scope of Services and will be forwarded to our client for approval prior to initiating.

The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials (PVC and other plastic based pipes) and may not be readily detected. The use of a private utility locate service would not relieve the landowner/client of their responsibilities in identifying private underground utilities. Prior to drilling, we will provide a boring location plan to the Client and Site Management/Owner for final review and approval of the selected locations in an attempt to avoid utility conflicts.

Site Access: Terracon must be granted access to the site by the property owner. Without information to the contrary, we consider acceptance of this proposal as authorization to access the property for conducting field exploration in accordance with

the Scope of Services. Our proposed fees do not include time to negotiate and coordinate access with landowners or tenants. Terracon will conduct field services during normal business hours (Monday through Friday between 7:00am and 5:00pm). If our exploration must take place outside normal business hours, please contact us so we can adjust our schedule and fee.

Traffic Control: For the work scope of this proposal, we have budgeted for subcontracting traffic control services (signage, flag person, and attenuator truck) during our drilling activities. In addition, a mobile traffic control operation would be required for the FWD testing, if authorized. Alternatively, others could provide all required traffic control as a cost savings measure.

Laboratory Testing

The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil and rock strata. Exact types and number of tests cannot be defined until completion of fieldwork, but we anticipate the following laboratory testing may be performed:

- Water content
- Unit dry weight
- Atterberg limits
- Grain size analysis
- Swell
- Unconfined compressive strength
- Chemical analyses – sulfates, chloride ion

Our laboratory testing program often includes examination of soil samples by a Professional Engineer or others under the direction of a Professional Engineer. Based on the results of our field and laboratory programs, we will describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

If bedrock samples are obtained, rock classification will be conducted using locally accepted practices for engineering purposes; petrographic analysis (not part of our scope) may reveal other rock types. Rock core samples typically provide an improved specimen for this classification. Boring log rock classification is determined using the Description of Rock Properties provided in our report.

Proposal for Geotechnical Engineering Services

Bagdad Road Reconstruction | Leander, Texas

July 30, 2024 | Terracon Proposal No. PAC245072, Revision 2



Engineering and Project Delivery

The results of our field and laboratory programs will be evaluated, and a geotechnical engineering report will be prepared under the supervision of a licensed professional engineer. The geotechnical engineering report will provide the following:

- Boring logs with field and laboratory data
- Stratification based on visual soil and rock classification
- Groundwater levels observed during and after the completion of drilling
- Site Location and Exploration Plans
- Subsurface exploration procedures
- Description of subsurface conditions
- Discussion regarding potential causes of distress
- Recommended pavement options and design parameters
- Results of FWD testing (if authorized)

In addition to an emailed report, your project will also be delivered using our **Compass** system. Upon initiation, we provide you and your design team the necessary link and password to access the website (if not previously registered). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. We welcome the opportunity to have project kickoff conversations with the team to discuss key elements of the project and demonstrate features of the portal. The typical delivery process includes the following:

- Project Planning – Proposal information, schedule and anticipated exploration plan
- Site Characterization – Findings of the site exploration and laboratory results
- Geotechnical Engineering Report

When services are complete, we upload a printable version of our completed Geotechnical Engineering report, including the professional engineer's seal and signature, which documents our services. Previous submittals, collaboration, and the report are maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

Additional Services

In addition to the services noted above, the following are often associated with geotechnical engineering services. Fees for services noted above do not include the following:

Review of Plans and Specifications: Our geotechnical report and associated verbal and written communications will be used by others in the design team to develop plans and specifications for construction. Review of project plans and specifications is a vital part of our geotechnical engineering services. This consists of review of project plans and specifications related to site preparation, and pavement construction. Our review will include a written statement conveying our opinions relating to the plans and specifications' consistency with our geotechnical engineering recommendations.

Observation and Testing of Pertinent Construction Materials: Development of our geotechnical engineering recommendations and report relies on an interpretation of soil conditions. Our assessment is based on widely spaced exploration locations and the assumption that construction methods will be performed in a manner sufficient to meet our expectations and consistent with recommendations made at the time the geotechnical engineering report is issued. We should be retained to conduct construction observations, and perform/document associated materials testing, for site preparation and pavement construction. These services allow a more comprehensive understanding of subsurface conditions and necessary documentation of construction to confirm and/or modify (when necessary) the assumptions and recommendations made by our engineers.



Exhibit C - Compensation and Project Schedule

Compensation

Based upon our understanding of the site, the project as summarized in Exhibit A, and our planned Scope of Services outlined in Exhibit B, our estimated fee using unit rates is shown in the following table. Please refer to Exhibit F for a breakdown of our estimated fee using unit rates

Task	Estimated Fee ³
Subsurface Exploration, Laboratory Testing, Geotechnical Consulting and Reporting	\$57,281.70 ¹
Falling Weight Deflectometer Testing and Analysis, 1 day ^{2,3}	\$20,947.25

- Our estimated fee assumes 4 days of traffic control will be required for the geotechnical borings. A reduction in our fee of \$2,334.50 per day will be applied if less than 4 days of traffic control are required to complete the borings. This cost does not include services associated with the FWD testing and analysis or the traffic data collection.
- FWD testing may be performed at a later date if a pavement rehabilitation approach is desired.
- Subconsultant costs to be billed at cost plus 15%. The above fees already include the 15%. If fees differ from what is presented above, Terracon will inform the City prior to invoicing.

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require Scope of Services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. A supplemental proposal stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization.

Project Schedule

We developed a schedule to complete the Scope of Services based upon our existing availability and understanding of your project schedule. However, our schedule does not account for delays in field exploration beyond our control, such as weather conditions, delays resulting from utility clearance, permit delays, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.



Delivery on Compass	Anticipated Schedule ^{1, 2}
Kickoff Call/Meeting with Client	2 to 3 days after notice to proceed
Begin Field Program	4 to 5 weeks after notice to proceed
Completion of Field Program	5 to 6 weeks after notice to proceed
Site Characterization (i.e., completion of lab testing and final logs)	7 to 8 weeks after notice to proceed
Geotechnical Engineering	8 to 9 weeks after notice to proceed
1. Upon receipt of your notice to proceed we will activate the schedule component on our Compass system with specific, anticipated dates for the delivery points noted above as well as other pertinent events. 2. We will maintain an activities calendar within our Compass system. The schedule will be updated to maintain a current awareness of our plans for delivery. 3. If the FWD testing is authorized, the above project schedule would increase in length by about 3 weeks.	

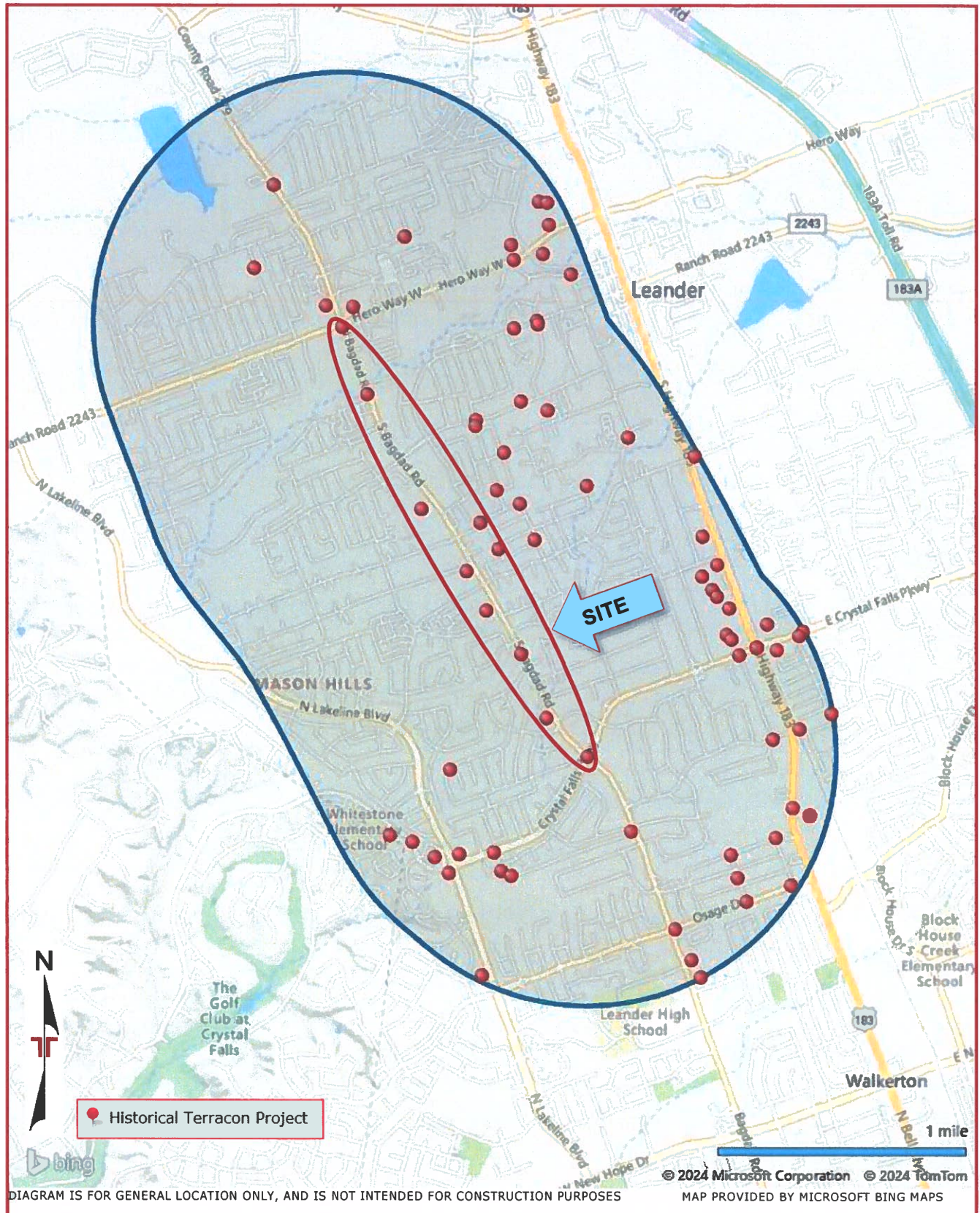
Proposal for Geotechnical Engineering Services

Bagdad Road Reconstruction | Leander, Texas

July 30, 2024 | Terracon Proposal No. PAC245072, Revision 2



Exhibit D – Site Location and Nearby Geotechnical Data



2243

B-22

B-21

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B-8

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B-4

B-3

B-2

B-1

1000 feet

© 2024 Microsoft Corporation © 2024 TomTom

DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

Exhibit F – Estimated Fee Using Unit Rates

SERVICE	UNIT COST	ESTIMATED UNITS	ESTIMATED TOTAL
Field Program			
Mobilization/Demobilization (minimum two-person crew with rig), each	\$600.00	1	\$600.00
Air Compressor, per day *	\$230.00	4	\$920.00
Auger or Wash boring, per foot	\$18.75	110	\$2,062.50
Undisturbed sample boring with 3" shelly tube, each	\$36.00	22	\$792.00
Drilling & Logging in Rock (hard), per foot	\$30.50	220	\$6,710.00
Add for coring in rock, per foot	\$12.00	220	\$2,640.00
Asphalt Patch, per each *	\$28.75	22	\$632.50
Construction Services Manager, per hour	\$138.00	48	\$6,624.00
Staking mileage, per mile	\$0.67	160	\$107.20
Construction Services Manager, per hour	\$138.00	16	\$2,208.00
Project Engineer, P.E., per hour	\$167.00	5	\$835.00
Graduate Engineer, P.E., per hour	\$121.00	12	\$1,452.00
Project Manager, P.E. per hour	\$202.00	2	\$404.00
Pavement Coring, per each	\$287.50	22	\$6,325.00
Traffic Control Stationary Operation (Drilling) cost + 15%, per day	\$2,334.50	4	\$9,338.00
Falling Weight Deflectometer Testing, per day	\$3,737.50	1	\$3,737.50
Traffic Control Mobile Operation (FWD) cost +15%, per day	\$2,259.75	1	\$2,259.75
Subtotal - Field Program			\$47,647.45
Laboratory Testing			
Atterberg Limits, each	\$96.00	22	\$2,112.00
Moisture Content, each	\$18.50	66	\$1,221.00
Swell Test, single pressure at estimated overburden, each	\$250.00	6	\$1,500.00
Unconfined Compression Test, soil, each	\$43.00	6	\$258.00
Unit Dry Weight, each	\$18.50	11	\$203.50
Particle Size Analysis of Soils, each	\$72.00	18	\$1,296.00
Subtotal - Laboratory Testing			\$6,590.50
Engineering and Report Preparation			
Principal Engineer, P.E., per hour	\$236.00	5	\$1,180.00
Project Manager, P.E., per hour	\$202.00	9	\$1,818.00
Project Engineer, P.E. per hour	\$167.00	29	\$4,843.00



SERVICE	UNIT COST	ESTIMATED UNITS	ESTIMATED TOTAL
Senior Technician, per hour	\$81.00	10	\$810.00
Clerical, per hour	\$65.00	6	\$390.00
Falling Weight Deflectometer Analysis cost +15%, each	\$14,950.00	1	\$14,950.00
Subtotal - Engineering and Report Preparation			\$23,991.00
Total Estimated Cost using Unit Rates			\$78,228.95

NOTES:
 *Items marked with asterisk are not included in the standardized rate sheet with City of Leander but are needed for this task.



EXECUTIVE SUMMARY
8/15/2024

AGENDA SUBJECT:

Approval of the extension of the application expiration for Subdivision Case PICP-22-0007, Leander Collective Construction Plan; more particularly described by Williamson Central Appraisal District Parcels R036215, R036216, R036218, R036219, R036220, R036221, R619681, and R619682; and located to the west of the intersection of Collective Way and US 183 S; Leander, Williamson County, Texas.

BACKGROUND:

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

(g) Application Expiration.

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

HISTORY/TIMELINE:

01/29/2023 - Construction Plan Application Expired, Staff Extension Granted
07/29/2023 - Construction Plan Application Staff Extension Expired
01/29/2024 - Construction Plan Application City Council Extension Expired
07/29/2024 - Construction Plan Application City Council Extension Expired

APPLICANT/AGENT:

LJA Engineering (Charles Hagar) on behalf of 603 US 183 Leander Collective LLC

RECOMMENDATION:

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

Staff recommends approval of an additional six (6)- month extension. Approving this extension would grant an extension to January 29, 2025, 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. PICIP-22-0007 Att 1 Extension Request - Leander Collective
2. PICIP-22-0007 Att 2 Location Map - Leander Collective
3. PICIP-22-0007 Att 3 Ordinance - Leander Collective

July 19, 2024

Planning Department
City of Leander
201 North Brushy Street
Leander, Texas 78641

RE: PICP-22-0007 Leander Collective Phase 2 Construction Plans
FPD-22-0004 Leander Collective Phase 2 Floodplain Development Permit
Application Extension Request

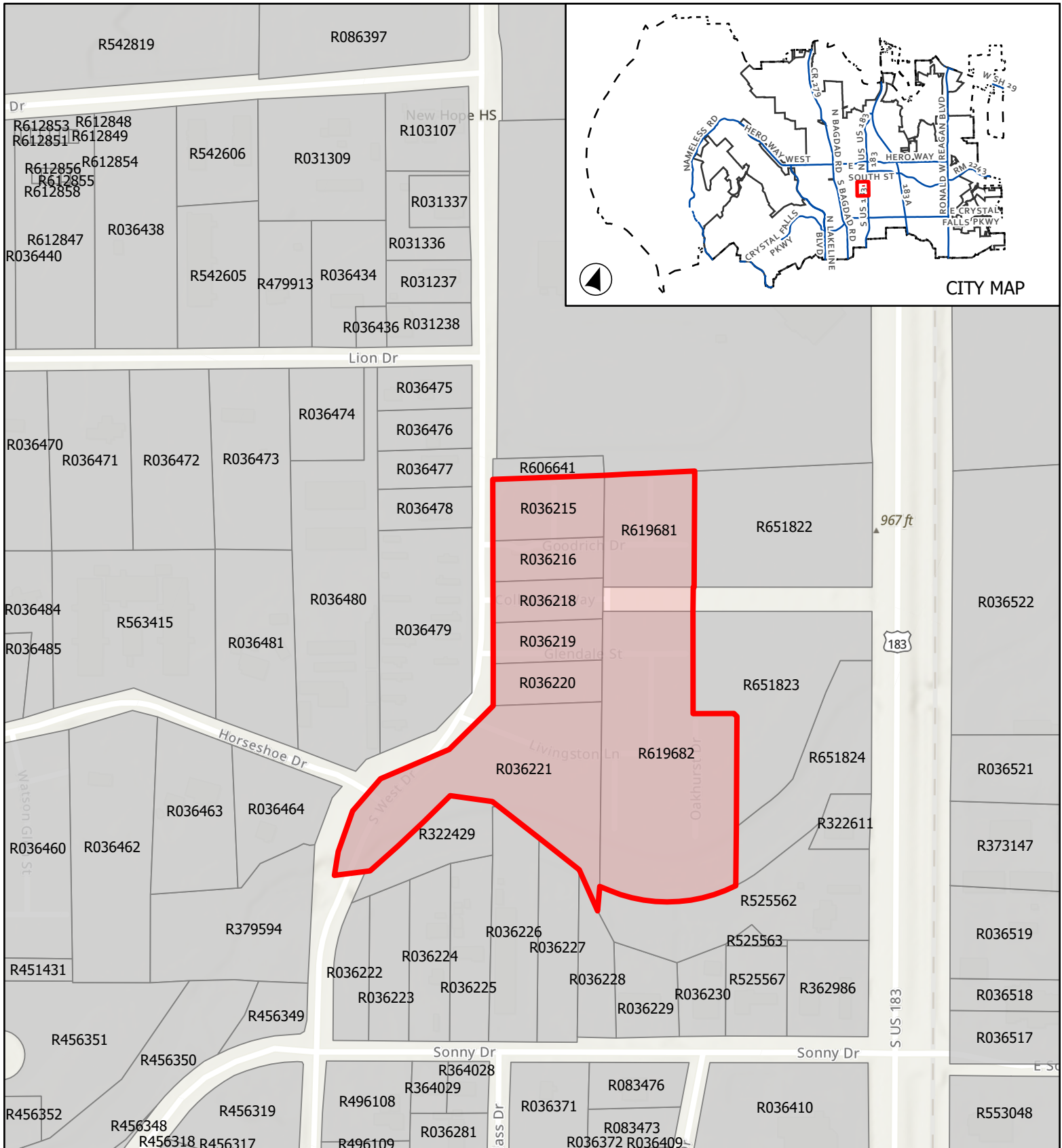
To Whom It May Concern:

As the Applicant and Property Owner for the above-referenced construction plan and floodplain development permit applications, we would like to request a six-month extension to the applications. City Council approved an extension request for the PICP application on February 15, 2024 – extending the application expiration date to July 29, 2024. Additional time is needed for the us to get the funding for the required fiscal posting in order and the associated final plat recorded.

Sincerely,

A handwritten signature in cursive script that reads "Alex Raff".

Alex Raff
Vice President of Development
603 US 183 Leander Collective LLC



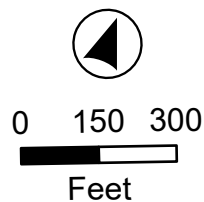
CASE: PCIP-22-0007

ATTACHMENT 2

LEANDER COLLECTIVE

Location Map

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



- City Limits
- ETJ Boundary
- Subject Boundary

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

**AN ORDINANCE OF THE CITY OF LEANDER, TEXAS GRANTING
AN EXTENSION OF THE EXPIRATION OF THE CONSTRUCTION
PLANS APPLICATION FOR THE LEANDER COLLECTIVE
SUBDIVISION.**

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

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

WHEREAS, the Planning Department granted one six (6) month extension for the Leander Collective construction plan application (the "Construction Plans Application") which expired on or about July 29, 2023;

WHEREAS, the City Council granted one six (6) month extension for the Leander Collective construction plan application (the "Construction Plans Application") which expired on or about January 29, 2024;

WHEREAS, the City Council granted one six (6) month extension for the Leander Collective construction plan application (the "Construction Plans Application") which expired on or about July 29, 2023;

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

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

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

SECTION 2. Extension Granted. The City hereby grants an extension of the expiration date for the Construction Plans Application to January 29, 2025. In the event that the

Construction Plans Application is not approved by the City Staff on or before January 29, 2025, the Construction Plans Application shall expire.

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

SECTION 4. Open Meetings. It is hereby officially found and determined that the meeting at which this Ordinance was considered was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

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

ATTEST:

THE CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor



EXECUTIVE SUMMARY
8/15/2024

AGENDA SUBJECT:

Approval of Development Agreement Case DA-24-0005 regarding the Republic Trails Retail Center development on two (2) parcels of land approximately 3.33 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R623612 and R623613; generally located 1,000 feet northwest of the intersection of Republic Trails Boulevard and Ronald W. Reagan Boulevard, Leander, Williamson County, Texas.

BACKGROUND:

The developer is proposing three (3) buildings of mixed-use retail and office. The developer is executing a 100% masonry development agreement for all buildings within the project in order to reduce the rear setback {from fifty (50') feet to twenty (20') feet} and to allow a drive-through service lane between the arterial right-of-way of Ronald W. Reagan Boulevard and the front facing building.

HISTORY/TIMELINE:

APPLICANT/AGENT:

Landworks Engineering & Surveying, LLC (Troy Moore) on behalf of Austin 15, LLC (Swamy Devuni)

RECOMMENDATION:

Staff recommends approval.

PRESENTER:

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

Fiscal Impact

Attachments:

1. DA-24-0005 Att 1 100% Masonry Agreement - Republic Trails
2. DA-24-0005 Att 2 Location Map - Republic Trails

**MASONRY DEVELOPMENT AGREEMENT
ESTABLISHING DEVELOPMENT STANDARDS
FOR THE REPUBLIC TRAILS RETAIL CENTER**

This Development Agreement Establishing Development Standards for the **Republic Trails Retail Center** (the "Agreement") is made and entered into, effective as of the ____ day of _____, 20____, by and between the **City of Leander, Texas**, a Texas home rule municipal corporation (the "City"), and **Austin 15, LLC** (the "Developer"). The City and the Developer are sometimes referred to herein as the "Parties." The Parties agree as follows.

Section 1. Purpose; Consideration.

- (a) The Developer owns that certain 3.33 acre tracts located in Williamson County, Texas, being more particularly described in **Exhibit A** attached hereto and incorporated herein for all purposes (the "Property") and wishes to develop the Property for mixed retail (the "Development"). The Developer desires that the City be able to enforce the development standards set forth herein through its building permit, inspection, and certificate of occupancy processes by this agreement, given that House Bill 2439 adopted in the 86th Legislative Session limits the ability of cities to enforce certain development standards governing building materials by ordinance.
- (b) The Developer will benefit from the City enforcing the Development Standards as set forth herein because it will be more efficient and cost-effective for compliance to be monitored and enforced through the City's building permit and inspection processes and will help ensure that the Development is built out as planned by the Developer after conveyance to the builder of homes or other buildings and structures authorized by the applicable zoning regulations. The City will benefit from this Agreement by having assurance regarding certain development standards for the Development, having certainty that such Development Standards may be enforced by the City, and preservation of property values within the City.
- (c) The benefits to the Parties set forth in this Article 1, plus the mutual promises expressed herein, are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by both Parties.

Section 2. Term; Termination.

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

Section 3. Development Standards.

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

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

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

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

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

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

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

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

Section 10. Force Majeure.

- (a) The term "force majeure" as employed herein shall mean and refer to acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemies, orders of any kind of the government of the United States, the State of Texas or any civil or military authority; insurrections; riots; epidemic; landslides; lightning, earthquakes; fires, hurricanes; storms, floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines, or canals; or other causes not reasonably within the control of the party claiming such inability.
- (b) If, by reason of force majeure, any party hereto shall be rendered wholly or partially unable to carry out its obligations under this Agreement, then such party shall give written notice of the full particulars of such force majeure to the other party within ten (10) days after the occurrence thereof. The obligations of the party giving such notice, to the extent effected by

the force majeure, shall be suspended during the continuance of the inability claimed, except as hereinafter provided, but for no longer period, and the party shall endeavor to remove or overcome such inability with all reasonable dispatch.

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

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

Any notice mailed to the City shall be addressed:

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

with copy to:

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

Any notice mailed to the Developer shall be addressed:

Austin 15, LLC
Attn: Swamy Devuni
117 Ford Hood Lane
Georgetown, TX 78628
Williamson County

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

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

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

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

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

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

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

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

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

Section 21. Anti-Boycott Verification. To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, the Developer represents that neither the Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developer (i)

boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms “boycotts Israel” and “boycott Israel” as used in this paragraph have the meanings assigned to the term “boycott Israel” in Section 808.001 of the Texas Government Code, as amended.

Section 22. Iran, Sudan and Foreign Terrorist Organizations. To the extent this Agreement constitute a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, Developer represents that Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developer is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

Section 23. Time is of the Essence. It is acknowledged and agreed by the Parties that time is of the essence in the performance of this Agreement.

Section 24. Exhibits. The following exhibits are attached to this Agreement, and made a part hereof for all purposes:

Exhibit A – Property Description & Sketch

EXECUTED in multiple originals this the ____ day of _____, 20__.

CITY:

City of Leander, Texas

a Texas home-rule municipal corporation

Attest:

By: _____

Name: Dara Crabtree

Title: City Secretary

By: _____

Name: Christine DeLisle

Title: Mayor

THE STATE OF TEXAS §
COUNTY OF _____ §

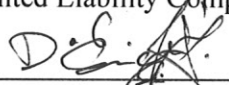
This instrument was acknowledged before me on this ____ day of _____, 20__, by _____, Mayor of the City of Leander, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

(SEAL)

Notary Public, State of Texas

DEVELOPER:

Austin 15, LLC
(a Limited Liability Company)

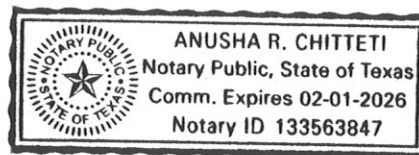
By: 
Name: Swamy Devuni
Title: Owner

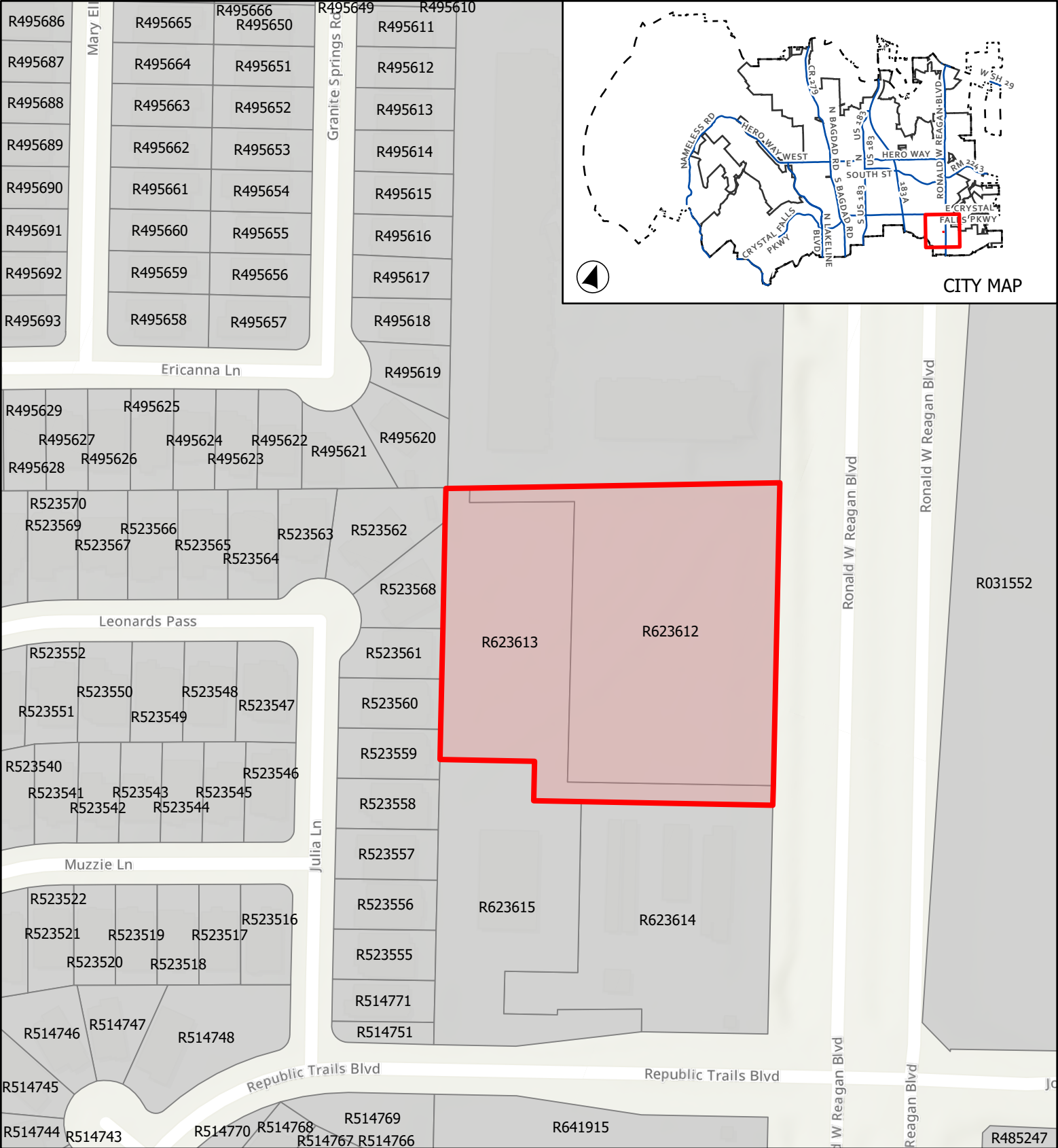
THE STATE OF TEXAS §
COUNTY OF Williamson §

This instrument was acknowledged before me on this 22 day of July, 2024, by Swamy, Devuni of Austin 15, a Limited Liability company, on behalf of said company.

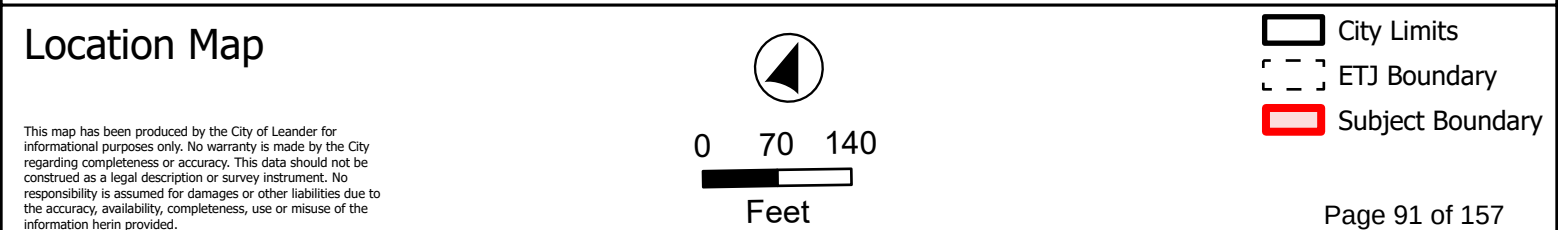
(SEAL)


Notary Public, State of Texas





CASE: DA-24-0005 ATTACHMENT 2 REPUBLIC TRAILS RETAIL CENTER





EXECUTIVE SUMMARY
8/15/2024

AGENDA SUBJECT:

Conduct a Public Hearing regarding Comprehensive Plan Case CPA-23-0007 to amend the Comprehensive Plan to update the mix of land uses associated with the Activity Center and Zoning Case Z-22-0023 to amend the current zoning of TOD/PUD-CD (Transit Oriented Development / Planned Unit Development – Conventional Development Sector) to adopt the Pioneer Farmstead PUD (Planned Unit Development) with the base zoning of SFL-2-A (Single-Family Limited), SFT-2-A (Single-Family Townhouse), CH-2-A (Cottage Housing), and GC-3-A (General Commercial) on one (1) parcel of land approximately 56.65 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R032213; and generally located northeast of the intersection of 183A Toll Road and East San Gabriel Parkway, Leander, Williamson County, Texas. *[Postponed by Applicant]*

BACKGROUND:

This request is the final step in the comprehensive plan amendment process and the second step in the zoning process. The comprehensive plan amendment requires no less than five (5) votes for approval in accordance with the Charter.

HISTORY/TIMELINE:

09/22/2005 – Approval of the TOD Zoning
04/25/2024 – 1st Public Hearing (Delayed)
07/25/2024 – 1st Public Hearing (Approved)

APPLICANT/AGENT:

Drenner Group, PC. (Amanda Swor) on behalf of Euphoria Development, LLC. (Amirali K. Maknojia)

RECOMMENDATION:

This case was delayed by the applicant during the April 25th, 2024 meeting to allow the applicant to consider feedback received from the neighborhood outreach meeting attendees. Staff recommends denial of the changes to the Comprehensive Plan and denial of the residential portion of the PUD Zoning request. During the meeting of July 25, 2024, the Planning & Zoning Commission recommended denial of the comprehensive plan amendment and the zoning change requests. Following the Planning & Zoning meeting, the applicant requested to postpone the case to revise the request.

PRESENTER:

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

Attachments:

1. CPA-23-0007 & Z-22-0023 Postponement Request Letter - Pioneer Farmstead

Amanda Swor
direct dial: (512) 807-2904
aswor@drennergroupp.com

August 9, 2024

Ms. Robin Griffin
Development Services Department
City of Leander
201 N. Brushy Street
Leander, TX 78641

Via Electronic Delivery

Re: Pioneer Farmstead PUD – Postponement request for the Planned Unit Development (“PUD”) zoning application (case number Z-22-0023) and the Comprehensive Plan Amendment application (case number CPA-23-0007) for the 56.65-acre piece of property located at the northeast corner of Highway 183A Toll Road and San Gabriel Parkway, Leander, Williamson County, Texas (the “Property”).

Dear Ms. Griffin:

As representatives of the owners of the Property of the proposed Pioneer Farmstead PUD (the “Project”), we would like to respectfully request a postponement of the public hearing dates for the Project, currently scheduled for City Council on Thursday, August 15, 2024 (first reading) and Thursday, September 5, 2024 (second reading). The reason for the postponement is to allow the applicant additional time to address potential changes to the Project.

Please let me know if you or your team members require additional information or have any questions. Thank you for your time and attention to this project.

Very truly yours,



Amanda Swor

CC: Justin W. Hunt, City of Leander Development Services Department (*via electronic delivery*)
Nuresh Maknojia, Euphoria Developer, LLC (*via electronic delivery*)
Amirali Maknojia, Euphoria Developer, LLC (*via electronic delivery*)



EXECUTIVE SUMMARY
8/15/2024

AGENDA SUBJECT:

Discuss the proposed Fiscal Year 2025 Annual Budget and proposed tax rate.

BACKGROUND:

As a follow-up to the August 1 City Council meeting, staff will be available to discuss and/or answer questions regarding the Proposed FY 2025 Annual Budget and tax rate. City Council may amend the proposed budget in any way. The budget is scheduled to be adopted after a public hearing at the regular City Council meeting on September 5.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

No action required.

PRESENTER:

Robert G. Powers, Executive Director of Finance

Fiscal Impact

Attachments:



EXECUTIVE SUMMARY
8/15/2024

AGENDA SUBJECT:

Discuss and consider action on a Resolution authorizing the Brushy Creek Regional Utility Authority, Inc., (BCRUA) to execute a Financing Agreement with the Texas Water Development Board relating to the sale of \$39,090,000.00 Brushy Creek Regional Utility Authority, Inc., City of Leander, Texas Contract Revenue Bonds, Proposed Series 2024 (Brushy Creek Regional Water Treatment and Distribution Project).

BACKGROUND:

The Texas Water Development Board (TWDB) formally approved BCRUA's loan for the construction of the Phase 2 Brushy Creek Regional Water Treatment and Distribution Project on July 22, 2021. This project will complete the construction of the Phase 2 deep-water intake with a capacity of 145 MGD, the Phase 1D treatment capacity expansion to 42 MGD, electrical utility improvements for the Phase 2 raw water pump station, and bid and construction phase services.

On May 18, 2022, the BCRUA awarded the construction contract to Thalle/SAK Joint Venture in the amount of \$224,786,835.00. Leander's share is 42.85% or \$96,321,159.00. The City of Leander's plan of financing involves drawing down its approved financing of \$119,000,000.00 from the TWDB over three (3) phases. The City has taken down a total of \$80,000.00 in two (2) installments (2021 and 2022). Now that work on the project has begun, beginning the project, the City is ready to secure the final tranche of \$39,090,000.00 to complete the project with anticipated closing by the TWDB in November 2024.

Loan documents are due to the TWDB by September 6 and the BCRUA Board is scheduled to consider and take action at its next meeting on August 28. The loan will span a twenty-five (25)- year term similar to the previous borrowings. Based on the current illustrative rates provided by the BCRUA's financial advisor, the anticipated average annual interest rate is approximately 3.6%, which equates to an anticipated annual debt service of \$2,408,154.63.

Subject to final approvals, closing on the funds is anticipated between October 11, and December 5, 2024.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Recommend approval.

PRESENTER:

Robert Powers, Executive Director of Finance

<u>Amount requested:</u>	<u>Fiscal Impact</u>
<u>Approved in current budget (Yes / No):</u>	Annual Debt Service estimated to be \$2,408,000.00
<u>Expenditure (New / Amended):</u>	FY25 Proposed
<u>Recurring or one-time:</u>	New
<u>Fund source (Operating / Utility / etc.):</u>	Recurring
	Utility Fund Debt Service

Attachments:

1. BCRUA TWDB Debt Preliminary 2024
2. Resolution Authorizing BCRUA to enter into 2024 TWDB SWIRFT Bond Financing Agreement 2
3. Exhibit A Financing Agreement w updated Exhibit B - BCRUA - City of Leander

Brushy Creek Regional Utility Authority, Inc.

\$39,090,000 City of Leander, Texas Contract Revenue Bonds

(Brushy Creek Regional Water Treatment & Distribution Project), Series 2024

Assumes SWIFT Loan Closing November 2024 with Illustrative Rates as of 6/1/24

Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	Dollar Price
08/01/2025	Serial Coupon	3.120%	3.120%	1,415,000.00	100.000%	1,415,000.00
08/01/2026	Serial Coupon	3.090%	3.090%	1,065,000.00	100.000%	1,065,000.00
08/01/2027	Serial Coupon	3.000%	3.000%	1,100,000.00	100.000%	1,100,000.00
08/01/2028	Serial Coupon	2.990%	2.990%	1,130,000.00	100.000%	1,130,000.00
08/01/2029	Serial Coupon	2.990%	2.990%	1,165,000.00	100.000%	1,165,000.00
08/01/2030	Serial Coupon	2.990%	2.990%	1,200,000.00	100.000%	1,200,000.00
08/01/2031	Serial Coupon	3.000%	3.000%	1,235,000.00	100.000%	1,235,000.00
08/01/2032	Serial Coupon	3.010%	3.010%	1,270,000.00	100.000%	1,270,000.00
08/01/2033	Serial Coupon	3.030%	3.030%	1,310,000.00	100.000%	1,310,000.00
08/01/2034	Serial Coupon	3.050%	3.050%	1,350,000.00	100.000%	1,350,000.00
08/01/2035	Serial Coupon	3.130%	3.130%	1,390,000.00	100.000%	1,390,000.00
08/01/2036	Serial Coupon	3.220%	3.220%	1,435,000.00	100.000%	1,435,000.00
08/01/2037	Serial Coupon	3.330%	3.330%	1,480,000.00	100.000%	1,480,000.00
08/01/2038	Serial Coupon	3.460%	3.460%	1,530,000.00	100.000%	1,530,000.00
08/01/2039	Serial Coupon	3.520%	3.520%	1,585,000.00	100.000%	1,585,000.00
08/01/2040	Serial Coupon	3.560%	3.560%	1,640,000.00	100.000%	1,640,000.00
08/01/2041	Serial Coupon	3.640%	3.640%	1,695,000.00	100.000%	1,695,000.00
08/01/2042	Serial Coupon	3.680%	3.680%	1,760,000.00	100.000%	1,760,000.00
08/01/2043	Serial Coupon	3.720%	3.720%	1,825,000.00	100.000%	1,825,000.00
08/01/2044	Serial Coupon	3.760%	3.760%	1,890,000.00	100.000%	1,890,000.00
08/01/2045	Serial Coupon	3.930%	3.930%	1,965,000.00	100.000%	1,965,000.00
08/01/2046	Serial Coupon	3.930%	3.930%	2,040,000.00	100.000%	2,040,000.00
08/01/2047	Serial Coupon	3.930%	3.930%	2,120,000.00	100.000%	2,120,000.00
08/01/2048	Serial Coupon	3.930%	3.930%	2,205,000.00	100.000%	2,205,000.00
08/01/2049	Serial Coupon	3.930%	3.930%	2,290,000.00	100.000%	2,290,000.00
Total	-	-	-	\$39,090,000.00	-	\$39,090,000.00

Bid Information

Par Amount of Bonds	\$39,090,000.00
Gross Production	\$39,090,000.00
Bid (100.000%)	39,090,000.00
Total Purchase Price	\$39,090,000.00
Bond Year Dollars	\$558,422.33
Average Life	14.286 Years
Average Coupon	3.6564040%
Net Interest Cost (NIC)	3.6564040%
True Interest Cost (TIC)	3.6276192%

2024 Contract Revs (Leand | SINGLE PURPOSE | 8/ 2/2024 | 1:04 PM

A RESOLUTION OF THE CITY OF LEANDER, TEXAS

RESOLUTION NO.

**RESOLUTION AUTHORIZING THE BRUSHY CREEK REGIONAL
UTILITY AUTHORITY, INC. TO EXECUTE A FINANCING
AGREEMENT WITH THE TEXAS WATER DEVELOPMENT BOARD**

**CITY OF LEANDER §
COUNTIES OF WILLIAMSON AND TRAVIS §
STATE OF TEXAS §**

WHEREAS, the City of Leander, Texas (the "City") is a participating and founding member of the Brushy Creek Regional Utility Authority, Inc. (the "BCRUA"), and

WHEREAS, on August 28, 2024, the BCRUA will be approving a Financing Agreement (the "Financing Agreement") with the Texas Water Development Board ("TWDB") as specified in Resolution No. 21-082 adopted by the TWDB on July 22, 2021, and

WHEREAS, the City Council has determined that it is appropriate and in the best interest of the City to approve, and authorize the BCRUA to execute, the Financing Agreement.

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

SECTION 1. RECITALS. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section. Capitalized terms used herein shall have the meaning assigned in the preamble hereof or the Master Contract, unless otherwise defined.

SECTION 2. RESOLUTION. The Council hereby approves and authorizes the BCRUA to execute the Financing Agreement, attached hereto as Exhibit "A" and incorporated herein for all purposes.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

[Remainder of this page intentionally left blank.]

PASSED AND APPROVED this 15th day of August 2024.

Mayor
City of Leander, Texas

ATTEST:

City Secretary
City of Leander, Texas

[CITY SEAL]

EXHIBIT “A”

Financing Agreement



FINANCING AGREEMENT

This FINANCING AGREEMENT (Agreement) is entered into between the TEXAS WATER DEVELOPMENT BOARD (TWDB), an agency of the State of Texas, and the BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC. (Authority). The TWDB and the Authority may be referred to as the "Party" or "Parties" in this Agreement.

RECITALS

WHEREAS, the TWDB adopted Resolution No. 21-082 (Attachment A, referred to as the Resolution) on July 22, 2021, making a commitment to the Authority for financial assistance in the amount of \$194,400,000 from the State Water Implementation Revenue Fund for Texas (SWIRFT) administered by the TWDB; and

WHEREAS, through this Agreement, the Authority intends to sell to the TWDB the Authority's \$39,090,000 Brushy Creek Regional Utility Authority, Inc., City of Leander, Texas Contract Revenue Bonds, Proposed Series 2024 (Brushy Creek Regional Water Treatment and Distribution Project) (Authority's Bonds) for the TWDB's financial assistance from the SWIRFT, as further described in Attachment B; and

WHEREAS, the SWIRFT is funded in part with proceeds of the expected issuance of TWDB's revenue bonds (SWIRFT Bonds), issued under authority of Texas Water Code §§ 15.472 and 15.475, and Texas Constitution, Article III, Section 49-d-13; and

WHEREAS, the SWIRFT Bonds are additionally secured by money made available under the terms of a bond enhancement agreement executed under authority of Texas Water Code §§ 15.434 and 15.435, and Texas Constitution, Article III, Section 49-d-12; and

WHEREAS, the SWIRFT is funded, in part, with money received as repayment of financial assistance provided from the SWIRFT, under Texas Water Code § 15.472, which is used to pay the principal and interest on the SWIRFT Bonds, under Texas Water Code § 15.474, and Texas Constitution, Article III, Section 49-d-13(d) and (f); and

WHEREAS, the Resolution provides that funding the commitment is contingent on future sales of SWIRFT Bonds designated by the TWDB; and

WHEREAS, the TWDB intends to provide financial assistance from the SWIRFT to the Authority with proceeds of SWIRFT Bonds designated by the TWDB; and

Disclaimer: This is a working document and is provided as a courtesy. All information contained herein is subject to change upon further review of the TWDB.

WHEREAS, the TWDB and the Authority desire to enter into this Agreement to set forth the obligations of the Parties with respect to the TWDB providing financial assistance to the Authority consistent with the desire of the TWDB to issue SWIRFT Bonds to provide money for the SWIRFT.

NOW, THEREFORE, for and in consideration of the promises and the mutual covenants contained in this Agreement, the TWDB and the Authority agree as follows:

AGREEMENT

SECTION 1. MUTUAL COMMITMENTS. As further described in the Resolution, the TWDB committed to the Authority and the Authority hereby commits to borrow from the TWDB an amount not to exceed \$39,090,000 from the SWIRFT to be evidenced by the issuance and delivery of Authority Bonds to the TWDB consistent with the terms and conditions described in this Agreement, Attachment A, Attachment B, and Attachment C.

SECTION 2. TRANSACTION SCHEDULE AND PRICING. By execution of this Agreement, the Authority acknowledges and represents that it has a current need for financial assistance from the TWDB and shall take all necessary steps to issue and deliver the Authority Bonds to evidence the commitment described in Section 1. The Authority further acknowledges and understands that the TWDB is entering into this Agreement for the sole purpose of issuing SWIRFT Bonds to fund the TWDB commitment described in the Resolution and in this Agreement. The Authority acknowledges that the SWIRFT Bonds, the subject of this Agreement, are being issued for the purpose of funding the Authority's requested financial assistance.

With respect to the Authority Bonds and the SWIRFT Bonds, the Parties agree to structure such public securities in a manner that will allow for substantially similar terms, redemption provisions, and related matters to allow the TWDB to timely pay the debt service on the SWIRFT Bonds. The foregoing notwithstanding, the TWDB consents to early redemption, or prepayment of the Authority Bonds, as provided for in this Agreement and the Resolution. The Authority Bonds may be prepaid by the Authority on any date beginning on or after the first scheduled interest payment date that occurs no earlier than 10 years from the dated date of the Authority Bonds. To confirm the terms of the Authority Bonds and the SWIRFT Bonds, the Authority shall execute this Agreement.

In order to mutually assure the performance of the Parties under this Agreement, the Parties agree that the issuance and delivery of the SWIRFT Bonds and the issuance and delivery of the Authority Bonds to TWDB shall occur not more than fifty-six (56) days apart as reflected in Attachment C. Notwithstanding the foregoing, the Parties intend and expect that the TWDB issue and deliver its SWIRFT Bonds approximately fourteen (14) days after execution of the TWDB's Bond Purchase Agreement or such date as may be mutually agreed to in Attachment C.

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SECTION 3. BINDING COMMITMENT. The TWDB agrees to take all necessary steps to issue the SWIRFT Bonds for the purposes described in this Agreement and in the Resolution upon receipt of this Agreement, which shall be signed and delivered by the Authority to the Executive Administrator of the TWDB at least nineteen (19) days before the initiation of the pricing of the SWIRFT Bonds, as set forth in Attachment C. The Authority acknowledges that the schedule provided in Attachment C is a best estimate by the TWDB and is subject to change by the TWDB. The TWDB expressly reserves the right to modify Attachment C at any time and shall provide the Authority with an updated Attachment C as soon as practicable upon any modification; provided that, if such modification of Attachment C occurs before the initiation of pricing of the SWIRFT Bonds and such modification results in an earlier scheduled pricing date, no such modification of Attachment C may result in the Authority having fewer than five (5) days between the receipt of the modified schedule and the TWDB posting the Preliminary Official Statement for the SWIRFT Bonds.

SECTION 4. TERMINATION & BREACH OF AGREEMENT.

- A. The Parties agree that the Authority may terminate this Agreement in writing with no penalty at any time up to fourteen (14) days before the initiation of the pricing of the SWIRFT Bonds, as set forth in Attachment C.
- B. The Authority understands and agrees that the Authority may terminate this Agreement in writing between thirteen (13) days and six (6) days prior to the initiation of the pricing of the SWIRFT Bonds (currently estimated to occur on September 25, 2024) as set forth in Attachment C, provided the Authority agrees to reimburse the TWDB from lawfully available funds of the Authority for its proportional share of transaction costs incurred by the TWDB, such as, but not limited to, any fees or costs related to any rating agency, financial advisor, legal counsel, or other similar party or related costs pertaining to the SWIRFT Bonds in an amount not to exceed \$28,659.00 (Transaction Cost Payment). The Authority shall be obligated to pay such costs to the TWDB no later than March 5, 2025.
- C. The Authority understands and agrees that the Authority may terminate this Agreement in writing within five (5) days prior to the initiation of the pricing of the SWIRFT Bonds as set forth in Attachment C and no later than 9:00 am Central Standard Time on the day before the TWDB Bond Pricing, provided the Authority agrees to pay to the TWDB from lawfully available funds 1.0 percent of the amount of the commitment authorized in Section 1 of this Agreement (Pre-pricing Termination Payment), and additionally shall reimburse the TWDB from lawfully available funds of the Authority its Transaction Cost Payment. The Authority shall be obligated to pay such costs to the TWDB no later than March 5, 2025. The Authority understands and agrees that termination under this section will result in a total penalty amount of \$419,559.00.
- D. The Authority understands and agrees that TWDB would suffer and incur severe and

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irreparable damages if the Authority Bonds are not issued and delivered. Failure to issue the Authority Bonds by the date specified in Attachment C, as contemplated in this Agreement, shall be a breach of this Agreement and the Authority shall pay, from lawfully available funds of the Authority, a "Post-pricing Termination Payment" to the TWDB. The Post-pricing Termination Payment shall be an amount equal to 5.0 percent of the amount of the commitment authorized in Section 1 of this Agreement. The Authority shall pay the Post-pricing Termination Payment to the TWDB no later than March 5, 2025. The Authority shall also reimburse the TWDB from lawfully available funds of the Authority, its Transaction Cost Payment, plus the Authority's proportional share of the underwriters' discount incurred by the TWDB, no later than March 5, 2025. The Authority understands and agrees that failure by the Authority to issue the Authority Bonds by the date specified in Attachment C, will result in a total penalty amount pursuant to this section not to exceed \$2,168,889.00.

SECTION 5. AMORTIZATION STRUCTURE. The Authority shall provide the TWDB a maturity schedule in the form set forth in Attachment B at the time of execution of this Agreement. A final amortization structure will be required at least fourteen (14) days before the initiation of pricing of the SWIRFT Bonds in accordance with the provisions of this Agreement. The par amount included in Attachment B may be revised, subject to approval by the Executive Administrator of the TWDB, at any time up to the fourteenth (14) day before the initiation of pricing of the SWIRFT Bonds with no penalty.

The final amortization schedule adopted by the Authority as included in the Authority's Private Placement Memorandum and Bond Resolution must reflect the final amortization structure set forth in Attachment B. The Authority must provide the TWDB a final amortization schedule at least seven (7) days prior to adoption of Authority's Bond Resolution. To the extent the amortization schedule included in Attachment B does not match the amortization schedule included in the finally adopted bonds, the Authority will be subject to the penalty described above in Section 4D.

SECTION 6. CONTINGENCIES.

- A. The Parties agree that the TWDB's obligation to purchase the Authority's Bonds with the SWIRFT is contingent upon the TWDB receiving all legally required approvals for the issuance of the SWIRFT Bonds from the Legislative Budget Board, the Bond Review Board, and the Texas Attorney General. The TWDB's obligation to purchase the Authority's Bonds with the SWIRFT is also contingent upon the purchase and delivery of the SWIRFT Bond proceeds by the underwriters pursuant to the Bond Purchase Agreement relating to the SWIRFT Bonds.

Accordingly, if any contingency described in the preceding paragraph above is unmet, the TWDB, upon delivery of written notice thereof to the Authority, may extend or terminate this Agreement together with all of its obligations and duties without incurring any cost, fee, or penalty for either the TWDB or the Authority.

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B. The Parties agree that the Authority's obligation to issue and deliver the Authority Bonds is contingent upon approval by the Texas Attorney General of the Authority Bonds. The Authority agrees to use its best efforts to obtain approval by the Texas Attorney General of the Authority Bonds to satisfy the closing requirements set forth in Section 2 of this Agreement. To this end, the Authority agrees as follows:

- (1) Authority shall timely file the transcript of proceedings for the Authority Bonds with the Texas Attorney General in accordance with the schedule contained in Attachment C;
- (2) Authority shall comply with the requirements and conditions contained in the Resolution;
- (3) Authority shall provide the TWDB with a copy of the preliminary approval letter from the Texas Attorney General promptly upon receipt;
- (4) Authority shall provide the TWDB with a copy of its responses to the preliminary approval letter concurrently with the submission of such responses to the Texas Attorney General; and
- (5) Authority shall allow TWDB to brief the Texas Attorney General on any issues noted in the preliminary approval letter and initiate or participate in conferences with the Texas Attorney General related to the approval of the Authority Bonds.

Accordingly, if, after the Authority employs its best efforts to obtain approval by the Texas Attorney General and such approval cannot be obtained by the date specified in Attachment C, the TWDB, as a matter of law, at its sole discretion, may terminate this Agreement and upon termination the Authority shall pay, from any of its lawfully available funds, the Post-pricing Termination Payment no later than March 5, 2025, as provided in Section 4D. The Authority shall also reimburse the TWDB from lawfully available funds of the Authority its Transaction Cost Payment plus the Authority's proportional share of the underwriters' discount no later than March 5, 2025. The Authority understands and agrees that if the Authority does not obtain approval from the Texas Attorney General and issue its Authority Bonds by the date specified in Attachment C, it will be subject to a total penalty amount pursuant to this section not to exceed \$2,168,889.00.

SECTION 7. REDEMPTION OF OUTSTANDING DEBT. Proceeds of the Authority Bonds shall not be used, in whole or in part, to redeem outstanding bonds, commercial paper, or other obligations issued by the Authority. The Authority agrees that it will not take or fail to take any action that will cause the SWIRFT Bonds to be considered to be advance refunding bonds under Section 149(d) of the Internal Revenue Code of 1986, as amended.

SECTION 8. NOTICES. All notices, agreements or other communications required hereunder

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shall be given, and shall be deemed given, when delivered in writing to the address, facsimile or email of the identified Party or Parties set forth below:

Texas Water Development Board Development Fund Manager P.O. Box 13231 Austin, Texas 78711-3231 Telephone: (512) 475-4584 Facsimile: (512) 475-2053 E-mail: Finance-Debt-Management@twddb.texas.gov	Brushy Creek Regional Utility Authority, Inc. Attn: <<ENTITY CONTACT>> <<ENTITY ADDRESS>> Telephone Facsimile E-mail
--	--

SECTION 9. SEVERABILITY. In the event any provision of this Agreement shall be held illegal, invalid, or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable, or otherwise affect any of its other provisions.

SECTION 10. AMENDMENTS, SUPPLEMENTS, AND MODIFICATIONS. Other than the changes allowed under Section 3 and Section 5, this Agreement may be amended, supplemented, or modified only in a writing executed by duly authorized representatives of the Parties.

SECTION 11. APPLICABLE LAW. This Agreement and any amendments shall be governed by and construed in accordance with the laws of the State of Texas.

SECTION 12. STATE AUDIT. By executing this Agreement and delivering the Authority Bonds, the Authority accepts the authority of the Texas State Auditor's Office to conduct audits and investigations in connection with all state funds received pursuant to this Agreement. The Authority shall comply with any directive from the Texas State Auditor and shall cooperate in any such investigation or audit. The Authority agrees to provide the Texas State Auditor with access to any information the Texas State Auditor considers relevant to the investigation or audit.

SECTION 13. FORCE MAJEURE. Either Party to this Agreement may be excused from performance under this Agreement for any period when performance is prevented as the result of an act of God, strike, war, civil disturbance, or epidemic, provided that the Party experiencing the event of Force Majeure has prudently and promptly acted to take any and all steps that are within the Party's control to ensure performance and to shorten the duration of the event of Force Majeure. The Party suffering an event of Force Majeure shall provide notice of the event to the other Party as soon as practicable but not later than five business days after the event. Subject to this provision, such nonperformance shall not be deemed a breach or a ground for termination.

SECTION 14. EFFECTIVE DATE. This Agreement shall be effective as of the date of the last signature below.

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SECTION 15. BINDING AGREEMENT. The execution of this Agreement has been authorized by the governing boards of both Parties. The individuals executing this Agreement have the legal authority to bind each respective Party to the terms and conditions of this Agreement. The respective commitments of the TWDB and the Authority set forth above shall be binding upon the TWDB and the Authority upon both Parties' execution of this Agreement.

[Remainder of Page Intentionally Left Blank]

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EXECUTED in multiple counterparts, each of which shall be deemed to be an original.

BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC.

By: _____

Name: <<RESPONSIBLE OFFICIAL>>

Title: <<TITLE>>

Date: _____

Disclaimer: This is a working document and is provided as a courtesy. All information contained herein is subject to change upon further review of the TWDB.

TEXAS WATER DEVELOPMENT BOARD

By: _____

Name: Bryan McMath

Title: Interim Executive Administrator

Date: _____

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ATTACHMENT A

TWDB RESOLUTION NO. 21-082

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**A RESOLUTION OF THE TEXAS WATER DEVELOPMENT BOARD
APPROVING AN APPLICATION FOR FINANCIAL ASSISTANCE IN THE AMOUNT OF
\$194,400,000 TO THE BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC.
FROM THE STATE WATER IMPLEMENTATION REVENUE FUND FOR TEXAS
THROUGH THE PROPOSED PURCHASE OF
\$75,310,000 BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC.,
CITY OF CEDAR PARK, TEXAS CONTRACT REVENUE BONDS, PROPOSED SERIES 2021
(BRUSHY CREEK REGIONAL WATER TREATMENT AND DISTRIBUTION PROJECT) AND
IN THE FORM OF A MULTI-YEAR COMMITMENT
\$119,090,000 BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC.,
CITY OF LEANDER, TEXAS CONTRACT REVENUE BONDS, PROPOSED SERIES 2021-2023
(BRUSHY CREEK REGIONAL WATER TREATMENT AND DISTRIBUTION PROJECT)**

(21-082)

WHEREAS, the Brushy Creek Regional Utility Authority, Inc. (Authority) has filed an application for financial assistance in the amount of \$194,400,000 from the State Water Implementation Revenue Fund for Texas (SWIRFT) to finance the construction of certain water supply project(s) identified as Project No. 51049 (Project); and

WHEREAS, the Authority seeks financial assistance from the Texas Water Development Board (TWDB) through the TWDB's proposed purchase of \$75,310,000 Brushy Creek Regional Utility Authority, Inc., City of Cedar Park, Texas Contract Revenue Bonds, Proposed Series 2021 (Brushy Creek Regional Water Treatment and Distribution Project), and in the form of a multi-year commitment the proposed purchase of \$119,090,000 Brushy Creek Regional Utility Authority, Inc., City of Leander, Texas Contract Revenue Bonds, Proposed Series 2021-2023 (Brushy Creek Regional Water Treatment and Distribution Project), (together with all authorizing documents (Obligations)), all as is more specifically set forth in the application and in recommendations of the Executive Administrator's staff; and

WHEREAS, the Authority has offered a pledge of contract revenues as sufficient security for the repayment of the Obligations; and

WHEREAS, subject to the Authority's use of an approved debt service structure, interest rate subsidies are available to the Authority for State Fiscal Year 2021 at up to the following levels: 25% for financial assistance for a term of 20 years, 18% for financial assistance for a term of 21 to 25 years, and 14% for financial assistance for a term of 26 to 30 years. The interest rate subsidy applicable to each subsequent proposed series may be different than the interest rate subsidy available for State Fiscal Year 2021 and will be set through each financing agreement executed between the TWDB and the Authority; and

WHEREAS, the interest rate subsidies provided above are based on assumptions necessary to generate an optimum debt service structure for the anticipated TWDB SWIRFT bond issuance, and are subject to modification as necessary to preserve and maintain the integrity of the SWIRFT Program; and

WHEREAS, the TWDB hereby finds:

1. that the application and assistance applied for meet the requirements of Texas Water Code, Chapter 15, Subchapters G and H and 31 TAC Chapter 363, Subchapters A and M;
2. that the Project is a recommended water management strategy project in the State Water Plan adopted pursuant to Texas Water Code § 16.051, in accordance with Texas Water Code § 15.474(a);
3. that the Authority satisfactorily completed all requests by the Executive Administrator or a regional planning group for information relevant to the Project, including a water infrastructure financing survey under Texas Water Code § 16.053(q), in accordance with 31 TAC § 363.1309(b)(2); and
4. that the Authority has acknowledged its legal obligation to comply with any applicable requirements of federal law relating to contracting with disadvantaged business enterprises and any applicable state law relating to contracting with historically underutilized businesses, in accordance with Texas Water Code § 15.435(h) and 31 TAC § 363.1309(b)(3).

NOW THEREFORE, based on these findings, the TWDB resolves as follows:

A commitment is made by the TWDB to the Brushy Creek Regional Utility Authority, Inc. for financial assistance in the amount of \$194,400,000 from the State Water Implementation Revenue Fund for Texas, to be evidenced by the TWDB's proposed purchase of:

- a) \$75,310,000 Brushy Creek Regional Utility Authority, Inc., City of Cedar Park, Texas Contract Revenue Bonds, Proposed Series 2021 (Brushy Creek Regional Water Treatment and Distribution Project). This commitment will expire on December 31, 2021;
- b) \$40,000,000 Brushy Creek Regional Utility Authority, Inc., City of Leander, Texas Contract Revenue Bonds, Proposed Series 2021 (Brushy Creek Regional Water Treatment and Distribution Project). This commitment will expire on December 31, 2021;
- c) \$40,000,000 Brushy Creek Regional Utility Authority, Inc., City of Leander, Texas Contract Revenue Bonds, Proposed Series 2022 (Brushy Creek Regional Water Treatment and Distribution Project). This commitment will expire on December 31, 2022; and
- d) \$39,090,000 Brushy Creek Regional Utility Authority, Inc., City of Leander, Texas Contract Revenue Bonds, Proposed Series 2023 (Brushy Creek

Regional Water Treatment and Distribution Project). This commitment will expire on December 31, 2023.

Such commitment is conditioned as follows:

Standard Conditions:

1. this commitment is contingent on a future sale of bonds by the TWDB or on the availability of funds on hand;
2. this commitment is contingent upon the issuance of a written approving opinion of the Attorney General of the State of Texas stating that the Authority has complied with all of the requirements of the laws under which said Obligations were issued; that said Obligations were issued in conformity with the Constitution and laws of the State of Texas; and that said Obligations are valid and binding obligations of the Authority;
3. this commitment is contingent upon the Authority's continued compliance with all applicable laws, rules, policies, and guidance as these may be amended from time to time to adapt to a change in law, in circumstances, or any other legal requirement;
4. this commitment is contingent upon the Authority executing a separate financing agreement, approved as to form and substance by the Executive Administrator, and submitting that executed agreement to the TWDB consistent with the terms and conditions described in the financing agreement;
5. interest rate subsidies for non-level debt service structure are subject to adjustment by the Executive Administrator;
6. the Authority shall use a paying agent/registrar in accordance with 31 TAC § 363.42(c)(2), and shall require the paying agent/registrar to provide a copy of all receipts documenting debt service payments to the TWDB and to the TWDB's designated Trustee;

The Following Conditions Must Be Included in the Obligations:

7. the Obligations must provide that the Obligations can be called for early redemption on any date beginning on or after the first interest payment date that is 10 years from the dated date of the Obligations, at a redemption price of par, together with accrued interest to the date fixed for redemption;
8. the Obligations must provide that the Authority will comply with all applicable TWDB laws and rules related to the use of the financial assistance;
9. the Obligations must provide that the Authority must comply with all conditions as specified in the final environmental finding of the Executive Administrator when

issued, including the standard emergency discovery conditions for threatened and endangered species and cultural resources;

10. the Obligations must contain a provision requiring the Authority to maintain insurance coverage sufficient to protect the TWDB's interest in the project;
11. the Obligations must include a provision wherein the Authority, or an obligated person for whom financial or operating data is presented to the TWDB in the application for financial assistance either individually or in combination with other issuers of the Authority's Obligations or obligated persons, will, at a minimum, regardless of the amount of the Obligations, covenant to comply with requirements for continuing disclosure on an ongoing basis substantially in the manner required by Securities and Exchange Commission (SEC) in 17 CFR § 240.15c2-12 (Rule 15c2-12) and determined as if the TWDB were a Participating Underwriter within the meaning of such rule, such continuing disclosure undertaking being for the benefit of the TWDB and the beneficial owners of the Authority's Obligations, if the TWDB sells or otherwise transfers such Obligations, and the beneficial owners of the TWDB's bonds if the Authority is an obligated person with respect to such bonds under SEC Rule 15c2-12;
12. the Obligations must include a provision requiring the Authority to use any proceeds from the Obligations that are determined to be surplus proceeds remaining after completion of the Project and completion of a final accounting in a manner approved by the Executive Administrator;
13. the Obligations must contain a provision that the TWDB may exercise all remedies available to it in law or equity, and any provision of the Obligations that restricts or limits the TWDB's full exercise of these remedies shall be of no force and effect;
14. financial assistance proceeds are public funds and, as such, the Obligations must include a provision requiring that these proceeds shall be held at a designated state depository institution or other properly chartered and authorized institution in accordance with the Public Funds Investment Act, Government Code, Chapter 2256, and the Public Funds Collateral Act, Government Code, Chapter 2257;
15. financial assistance proceeds shall not be used by the Authority when sampling, testing, removing, or disposing of contaminated soils and/or media at the Project site. The Obligations shall include an environmental indemnification provision wherein the Authority agrees to indemnify, hold harmless and protect the TWDB from any and all claims, causes of action or damages to the person or property of third parties arising from the sampling, analysis, transport, storage, treatment, recycling and disposition of any contaminated sewage sludge, contaminated sediments and/or contaminated media that may be generated by the Authority, its contractors, consultants, agents, officials and employees as a result of activities relating to the Project to the extent permitted by law;

16. the Obligations must include a provision stating that the Authority shall report to the TWDB the amounts of Project funds, if any, that were used to compensate historically underutilized businesses that worked on the Project, in accordance with 31 TAC § 363.1312;
17. the Obligations must contain a provision that the TWDB will purchase the Obligations, acting through the TWDB's designated Trustee, and the Obligations shall be registered in the name of Cede & Co. and closed in book-entry form in accordance with 31 TAC § 363.42(c)(1);
18. the Obligations must contain a provision stating that the Authority shall abide by all applicable construction contract requirements related to the use of iron and steel products produced in the United States, as required by Texas Government Code, Chapter 2252, Subchapter G and Texas Water Code § 17.183;
19. the Obligations must include a provision prohibiting the Authority from using the proceeds of this financial assistance in a manner that would cause the Obligations to become "private activity bonds" within the meaning of § 141 of the Internal Revenue Code as amended (Code) and the Treasury Regulations promulgated thereunder (Regulations);
20. the Obligations must provide that no portion of the proceeds of the financial assistance will be used, directly or indirectly, in a manner that would cause the Obligations to be "arbitrage bonds" within the meaning of § 148(a) of the Code and Regulations, including to acquire or to replace funds that were used, directly or indirectly, to acquire Nonpurpose Investments (as defined in the Code and Regulations) that produce a yield materially higher than the yield on the TWDB's bonds that are issued to provide financing for the financial assistance (Source Series Bonds), other than Nonpurpose Investments acquired with:
 - a. proceeds of the TWDB's Source Series Bonds invested for a reasonable temporary period of up to three (3) years after the issue date of the Source Series Bonds until such proceeds are needed for the facilities to be financed;
 - b. amounts invested in a bona fide debt service fund, within the meaning of § 1.148-1(b) of the Regulations; and
 - c. amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed the least of maximum annual debt service on the Obligations, 125% of average annual debt service on the Obligations, or 10 percent of the stated principal amount (or, in the case of a discount, the issue price) of the Obligations;
21. the Obligations must include a provision requiring the Authority take all necessary steps to comply with the requirement that certain amounts earned on the investment of gross proceeds of the Obligations be rebated to the federal

government in order to satisfy the requirements of § 148 of the Code. The Obligations must provide that the Authority will:

- a. account for all Gross Proceeds, as defined in the Code and Regulations, (including all receipts, expenditures, and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and retain all records of such accounting for at least six years after the final Computation Date. The Authority may, however, to the extent permitted by law, commingle Gross Proceeds of its financial assistance with other money of the Authority, provided that the Authority separately accounts for each receipt and expenditure of such Gross Proceeds and the obligations acquired therewith;
 - b. calculate the Rebate Amount, as defined in the Code and Regulations, with respect to its financial assistance, not less frequently than each Computation Date, in accordance with rules set forth in § 148(f) of the Code, § 1.148-3 of the Regulations, and the rulings thereunder. The Authority shall maintain a copy of such calculations for at least six years after the final Computation Date;
 - c. as additional consideration for providing financial assistance, and in order to induce providing financial assistance by measures designed to ensure the excludability of the interest on the TWDB's Source Series Bonds from the gross income of the owners thereof for federal income tax purposes, pay to the United States the amount described in paragraph (b) above within 30 days after each Computation Date;
 - d. exercise reasonable diligence to assure that no errors are made in the calculations required by paragraph (b) and, if such error is made, to discover and promptly to correct such error within a reasonable amount of time thereafter, including payment to the United States of any interest and any penalty required by the Regulations;
22. the Obligations must include a provision prohibiting the Authority from taking any action that would cause the interest on the Obligations to be includable in gross income for federal income tax purposes;
 23. the Obligations must provide that the Authority will not cause or permit the Obligations to be treated as "federally guaranteed" obligations within the meaning of § 149(b) of the Code;
 24. the Obligations must contain a covenant that the Authority will refrain from using the proceeds of the Obligations to pay debt service on another issue of obligations of the borrower in contravention of section 149(d) of the Code (related to "advance refundings");

25. the Obligations must provide that neither the Authority nor a related party thereto will acquire any of the TWDB's Source Series Bonds in an amount related to the amount of the Obligations to be acquired from the Authority by the TWDB;
26. the Obligations must contain a provision requiring that, upon request by the Executive Administrator, the Authority shall submit annual audits of contracting parties for the Executive Administrator's review;
27. the Obligations must contain a provision requiring the Authority to maintain and enforce the contracts with its customers so that the revenues paid to the Authority by its customers are sufficient to meet the revenue requirements of the Authority's obligations arising from the operation of the water system;
28. the Obligations must contain a provision that the pledged contract revenues from the Authority may not be pledged to the payment of any additional parity obligations of the Authority secured by a pledge of the same contract revenues unless the Authority demonstrates to the Executive Administrator's satisfaction that the pledged contract revenues will be sufficient for the repayment of all Obligations and additional parity obligations;

Conditions to Close or for Release of Funds:

29. prior to closing, if not previously provided with the application, the Authority shall submit executed contracts for engineering and, if applicable, financial advisor and bond counsel, for the Project that are satisfactory to the Executive Administrator. Fees to be reimbursed under the contracts must be reasonable in relation to the services performed, reflected in the contract, and acceptable to the Executive Administrator;
30. prior to closing, when any portion of financial assistance is to be held in escrow or in trust, the Authority shall execute an escrow agreement or trust agreement, approved as to form and substance by the Executive Administrator, and shall submit that executed agreement to the TWDB;
31. prior to closing, the Authority's bond counsel must prepare a written opinion that states that the interest on the Obligations is excludable from gross income or is exempt from federal income taxation. Bond counsel may rely on covenants and representations of the Authority when rendering this opinion;
32. prior to closing, the Authority's bond counsel must prepare a written opinion that states that the Obligations are not "private activity bonds." Bond counsel may rely on covenants and representations of the Authority when rendering this opinion;
33. the transcript must include a No Arbitrage Certificate or similar Federal Tax Certificate setting forth the Authority's reasonable expectations regarding the use, expenditure, and investment of the proceeds of the Obligations;

34. the transcript must include evidence that the information reporting requirements of § 149(e) of the Internal Revenue Code will be satisfied. This requirement may be satisfied by filing an IRS Form 8038 with the Internal Revenue Service. In addition, the applicable completed IRS Form 8038 or other evidence that the information reporting requirements of § 149(e) have been satisfied must be provided to the Executive Administrator within fourteen (14) days of closing. The Executive Administrator may withhold the release of funds for failure to comply; and
35. prior to closing, the Authority must submit executed contracts between the Authority and the contracting parties regarding the contract revenues pledged to the payment of the Authority's Obligations, in form and substance acceptable to the Executive Administrator. Such contracts shall include provisions consistent with the provisions of this Resolution regarding the contracting parties' annual audits, the setting of rates and charges and collection of revenues sufficient to meet the Authority's debt service obligations and additional parity obligations.

APPROVED and ordered of record this, the 22nd day of July 2021.

TEXAS WATER DEVELOPMENT BOARD


Brooke T. Paup

Brooke T. Paup, Chairwoman

DATE SIGNED: July 22, 2021

ATTEST:

Jeff Walker

Jeff Walker, Executive Administrator

ATTACHMENT B

DESCRIPTION OF BORROWER BONDS

Title of Borrower Bonds: Brushy Creek Regional Utility Authority, Inc. City of Leander, Texas Contract Revenue Bonds, (Brushy Creek Regional Water Treatment and Distribution Project), Series 2024

Project Name: Brushy Creek RUA Regional Water Treatment and Distribution Project

Project Number: 51049

Aggregate Principal Amount of Borrower Bonds: \$39,090,000

Anticipated Closing Date: November 14, 2024

Dated Date: November 14, 2024

First Principal Payment Date: 8/1/2025

First Interest Payment Date: 2/1/2025

Maturity Schedule:

Maturity	Principal Amount
08/01/2025	1,415,000.00
08/01/2026	1,065,000.00
08/01/2027	1,100,000.00
08/01/2028	1,130,000.00
08/01/2029	1,165,000.00
08/01/2030	1,200,000.00
08/01/2031	1,235,000.00
08/01/2032	1,270,000.00
08/01/2033	1,310,000.00
08/01/2034	1,350,000.00
08/01/2035	1,390,000.00
08/01/2036	1,435,000.00
08/01/2037	1,480,000.00
08/01/2038	1,530,000.00
08/01/2039	1,585,000.00
08/01/2040	1,640,000.00
08/01/2041	1,695,000.00
08/01/2042	1,760,000.00
08/01/2043	1,825,000.00
08/01/2044	1,890,000.00
08/01/2045	1,965,000.00
08/01/2046	2,040,000.00
08/01/2047	2,120,000.00
08/01/2048	2,205,000.00
08/01/2049	2,290,000.00

ATTACHMENT C
FINANCING SCHEDULE*

DATE	ACTION
07/23/2024	TWDB approval of commitments
09/2/2024	<i>Labor Day Holiday**</i>
09/6/2024	<i>Financing agreement – last day to execute (19 days prior to initiation of pricing)</i>
09/11/2024	Financing agreement (Sec. 4A) -last day political subdivisions can terminate without penalty (14 days prior to initiation of pricing)
09/11/2024	Financing agreement (Sec. 5) -last day political subdivisions can modify maturity schedule (14 days prior to initiation of pricing)
09/20/2024	Financing agreement (Sec. 4B) -last day political subdivisions can terminate with costs of issuance (5 days prior to initiation of pricing)
09/25/2024	Financing agreement (Sec. 4C) -before 9:00 a.m. political subdivisions can terminate with costs of issuance and 1% penalty (1 day prior to pricing).
09/25/2024	TWDB bond pricing initiation (pre-pricing begins)
09/26/2024	TWDB bond pricing
10/10/2024	TWDB bond closing (political subdivisions must close within 56 days)
10/11 to 12/5/2024	Closings on political subdivision obligations
10/14/2024	Columbus Day Holiday (TWDB open)**
10/17/2024	TWDB approves interest rates available to political subdivisions
Various	Political subdivisions adopt bond resolutions and/or master agreements
Various	Political subdivisions submit transcripts to Texas Attorney General in preparation of closing
11/11/2024	<i>Veteran's Day Holiday**</i>
11/28/2024	<i>Thanksgiving Holiday**</i>
11/29/2024	<i>Thanksgiving Holiday**</i>
12/5/2024	Last day to close on political subdivision obligations
12/6/2024	Financing agreement (Sec. 4D) -penalty applied to any political subdivision failing to issue debt Start of post-pricing termination payment period (includes costs of issuance, underwriters' discount and 5% penalty)
03/5/2025	Last due date for payment of penalties

**Preliminary, subject to change*

***State agency holidays are reflected to show when TWDB is closed; they are counted towards deadlines.*



EXECUTIVE SUMMARY
8/15/2024

AGENDA SUBJECT:

Discuss and consider action on appointing a Capital Projects Financing Subcommittee consisting of up to three (3) Councilmembers.

BACKGROUND:

At the recent City Council retreat on July 26, staff presented information regarding the opportunity to create a long-term financing strategy to tackle significant capital improvement projects over the next twenty (20) years. The City Council agreed to discuss the creation of a subcommittee to work with the City Manager and staff to develop and recommend back to the full Council that strategy. It is recommended that the subcommittee be limited to three (3).

Once the subcommittee is selected, the City Manager will work with the members to set the scope and expectations. All final decisions will ultimately be made by the full City Council.

It is envisioned that the subcommittee will create recommendations to the full City Council to:

1. Establish criteria that will be used to prioritize capital projects/improvements, and
2. Develop multi-year financing strategies to implement the City's capital improvements program (CIP).

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Recommend creation of a City Council Subcommittee

PRESENTER:

Robert G. Powers, Executive Finance Director

Fiscal Impact

Attachments:

1. Long-range Financing 07.26.24

City of
Leander



Long-range Financing

City Council Retreat
July 26, 2024

How do you eat an elephant?

- a) Freeze it and wait until you are REALLY hungry?
- b) You don't because you don't believe you can?
- c) One bite at a time?

The elephant in front of us is estimated to cost \$815 million

- \$815 million is the estimated cost (in today's dollars) associated with projects identified in various City Master Plans and/or studies.

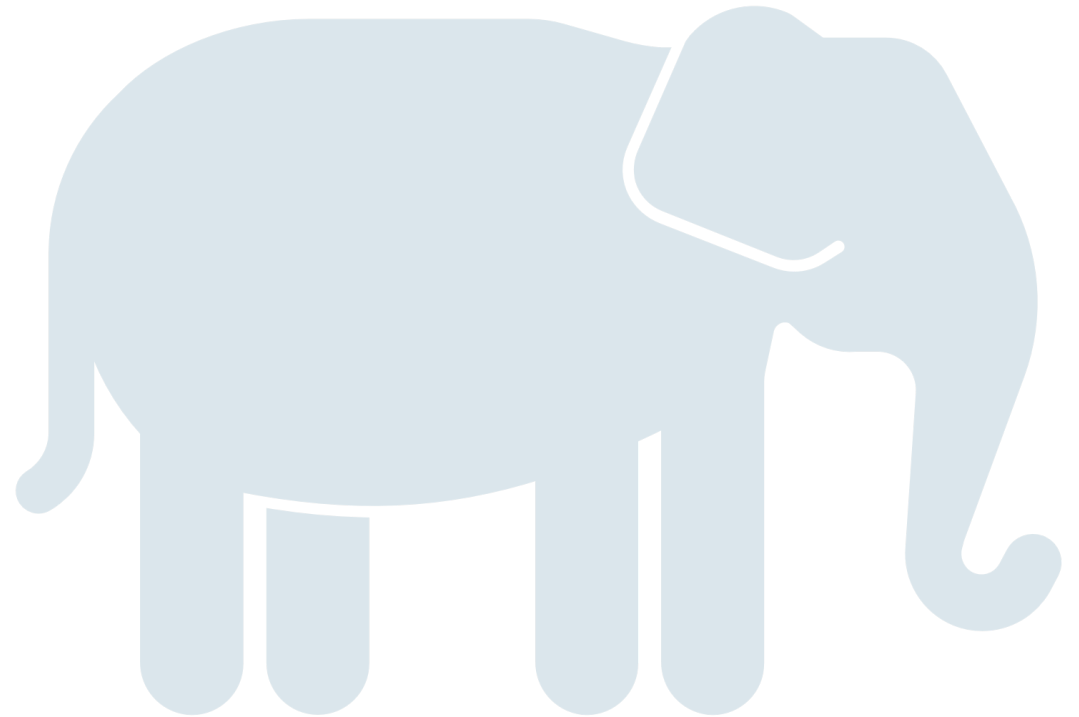
These include:

<u>Transportation Master Plan</u>	\$ 319,500,000
<u>Wilco Bond Projects (City share)</u>	
1. E. Crystal Falls (RR-CR175) (design & ROW)	\$ 2,500,000
2. Bagdad Road N (San Gabriel - CR279)	\$ 11,400,000
<u>Reagan Corridor Projects</u>	\$ 43,969,304
<u>Parks Master Plan</u>	\$ 42,855,834
<u>Recreation Center (remaining bonds)</u>	\$ 16,000,000
<u>Fire Stations</u>	
1. Fire Station #6 & #7 (\$20M/ea.) including land, design, construction, & equipment.	\$ 40,000,000
2. Fire Station #8 and #9 land acquisition only.	\$ 6,000,000
<u>Old Town Master Plan</u>	\$ 17,000,000
<u>US 183 Corridor Study</u>	\$ 40,531,400
<u>City Facilities (Opt 2A)</u>	\$ 275,000,000
	\$ 814,756,538

- If the City were to systematically undertake all of these projects over the next 20 years, the total amount needed could be \$1.2 billion.

How do you want to eat the elephant?

- If the answer is “one bite at a time” then here’s a way to think about getting started.
- It starts with determining the City’s “Debt Capacity.”



Debt Capacity

Definition: Debt Capacity is how much debt can you issue.

Debt Capacity is affected by 3 variables and the assumptions behind each.

- Tax Base and future growth assumptions.
- Debt Service (I&S) tax rate.
- Borrowing costs (interest rates).

We asked our Financial Advisor to build a debt capacity model.

Debt Capacity Model

Hi-Med-Low Assumptions

- AAA

Assessed Value:	A. Prior 5yr average AV growth rate but drop hi & lo.
Tax Rate:	A. Keep total tax rate at current rate but let I&S increase as the M&O decreases.
Interest Rates:	A. Drop current rates 50bps.

\$1,572,455,000

- BBB

Assessed Value:	B. 2025 FY projected change.
Tax Rate:	B. Maintain current rate constant at 0.154425.
Interest Rates:	B. Maintain current rates.

\$798,125,000

- CCC

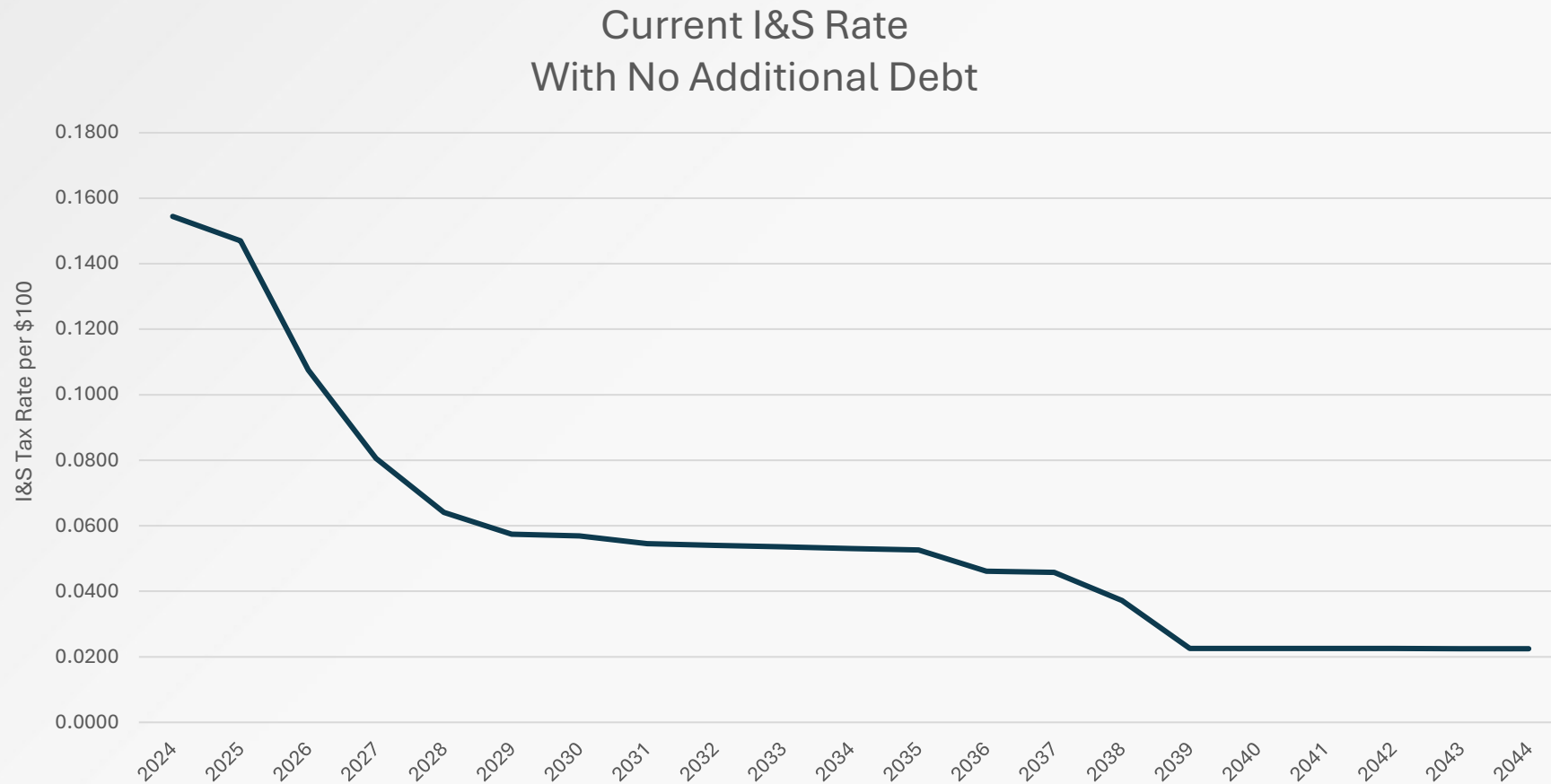
Assessed Value:	C. Assumptions from 2024 Issuance.
Tax Rate:	C. Set I&S rate to half of the M&O rate.
Interest Rates:	C. Increase current rates 50bps.

\$577,930,000

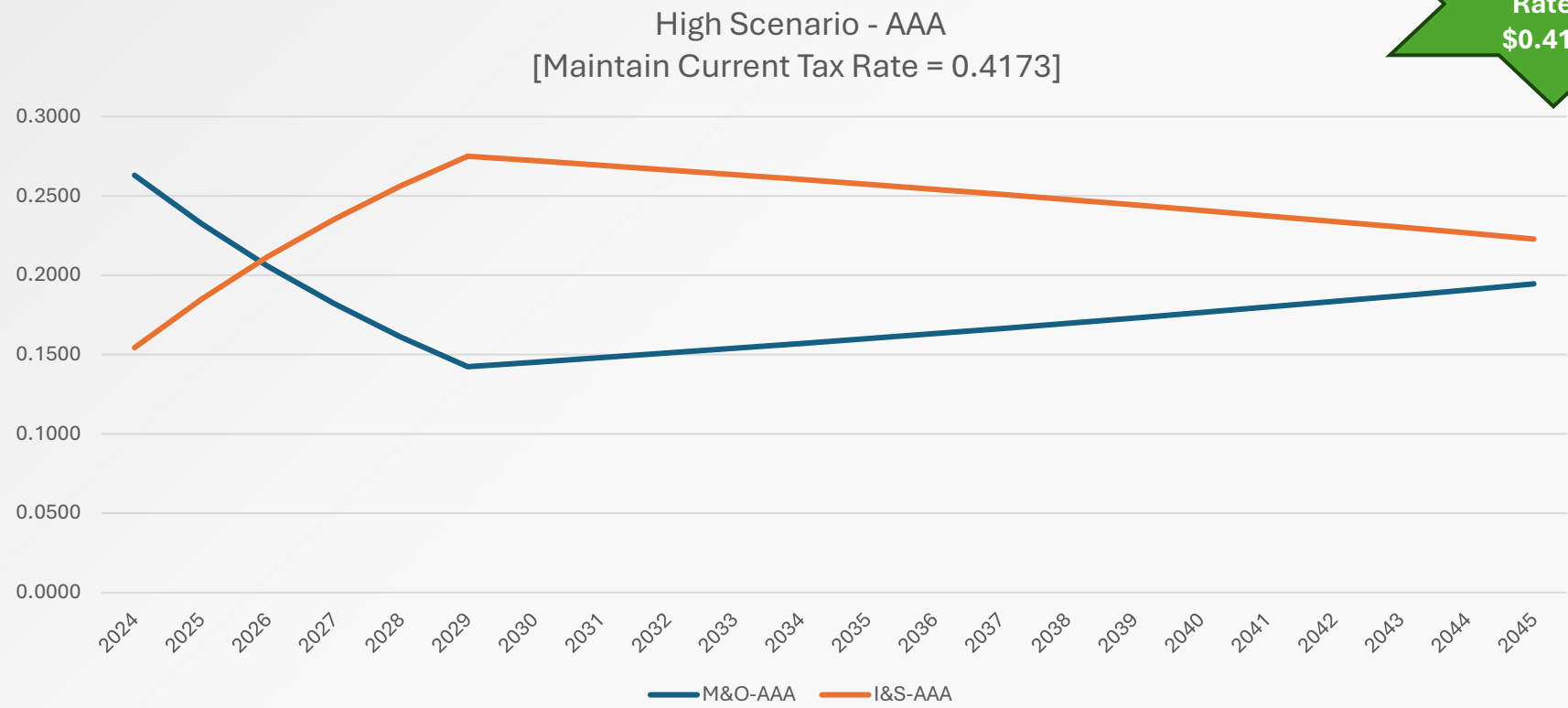
Debt Capacity Model (27 Combinations)

Scenario	2025-Debt issue	2028-Debt Issue	2031-Debt Issue	2034-Debt Issue	2037-Debt Issue	2040-Debt Issue	2043-Debt Issue	Total
AAA	289,215,000	232,145,000	178,175,000	158,700,000	165,665,000	206,660,000	341,895,000	1,572,455,000
AAB	279,520,000	224,510,000	171,610,000	152,285,000	158,870,000	199,125,000	333,580,000	1,519,500,000
AAC	270,475,000	217,405,000	165,515,000	146,365,000	152,550,000	191,990,000	325,650,000	1,469,950,000
ABA	145,230,000	117,770,000	95,310,000	91,715,000	107,420,000	155,510,000	309,595,000	1,022,550,000
ABB	140,225,000	113,540,000	91,275,000	87,285,000	102,180,000	149,125,000	302,015,000	985,645,000
ABC	135,600,000	109,670,000	87,570,000	83,230,000	97,345,000	143,100,000	294,775,000	951,290,000
ACA	41,120,000	36,830,000	35,690,000	41,780,000	60,020,000	103,720,000	241,305,000	560,465,000
ACB	39,495,000	35,125,000	33,340,000	38,810,000	56,125,000	98,610,000	234,945,000	536,450,000
ACC	39,025,000	32,920,000	30,160,000	34,865,000	51,195,000	92,335,000	227,200,000	507,700,000
BAA	199,560,000	156,860,000	120,275,000	106,040,000	106,375,000	120,165,000	166,825,000	976,100,000
BAB	192,900,000	151,750,000	116,005,000	102,105,000	102,520,000	116,220,000	162,780,000	944,280,000
BAC	186,705,000	146,980,000	112,030,000	98,440,000	98,885,000	112,460,000	158,940,000	914,440,000
BBA	115,975,000	92,490,000	75,940,000	74,210,000	87,940,000	127,565,000	254,030,000	828,150,000
BBB	112,010,000	89,095,000	72,655,000	70,585,000	83,655,000	122,315,000	247,810,000	798,125,000
BBC	108,335,000	85,985,000	69,645,000	67,260,000	79,675,000	117,390,000	241,865,000	770,155,000
BCA	45,805,000	40,330,000	38,455,000	44,455,000	63,340,000	109,200,000	253,745,000	595,330,000
BCB	44,015,000	38,535,000	36,090,000	41,465,000	59,400,000	104,015,000	247,260,000	570,780,000
BCC	43,460,000	36,045,000	32,740,000	37,340,000	54,230,000	97,410,000	239,120,000	540,345,000
CAA	66,720,000	41,180,000	26,345,000	18,255,000	13,195,000	7,475,000	3,300,000	176,470,000
CAB	64,915,000	40,085,000	25,645,000	17,815,000	12,960,000	7,370,000	3,255,000	172,045,000
CAC	63,205,000	39,030,000	24,965,000	17,385,000	12,720,000	7,260,000	3,225,000	167,790,000
CBA	72,895,000	54,865,000	47,095,000	48,160,000	58,965,000	86,010,000	171,355,000	539,345,000
CBB	70,420,000	52,735,000	44,940,000	45,730,000	56,085,000	82,460,000	167,160,000	519,530,000
CBC	68,160,000	50,775,000	42,980,000	43,515,000	53,400,000	79,120,000	163,155,000	501,105,000
CCA	52,965,000	46,400,000	44,800,000	52,485,000	72,265,000	115,130,000	240,800,000	624,845,000
CCB	50,990,000	44,245,000	42,335,000	49,440,000	68,380,000	110,215,000	234,850,000	600,455,000
CCC	49,230,000	42,340,000	40,135,000	46,670,000	64,785,000	105,590,000	229,180,000	577,930,000

Debt Capacity Model

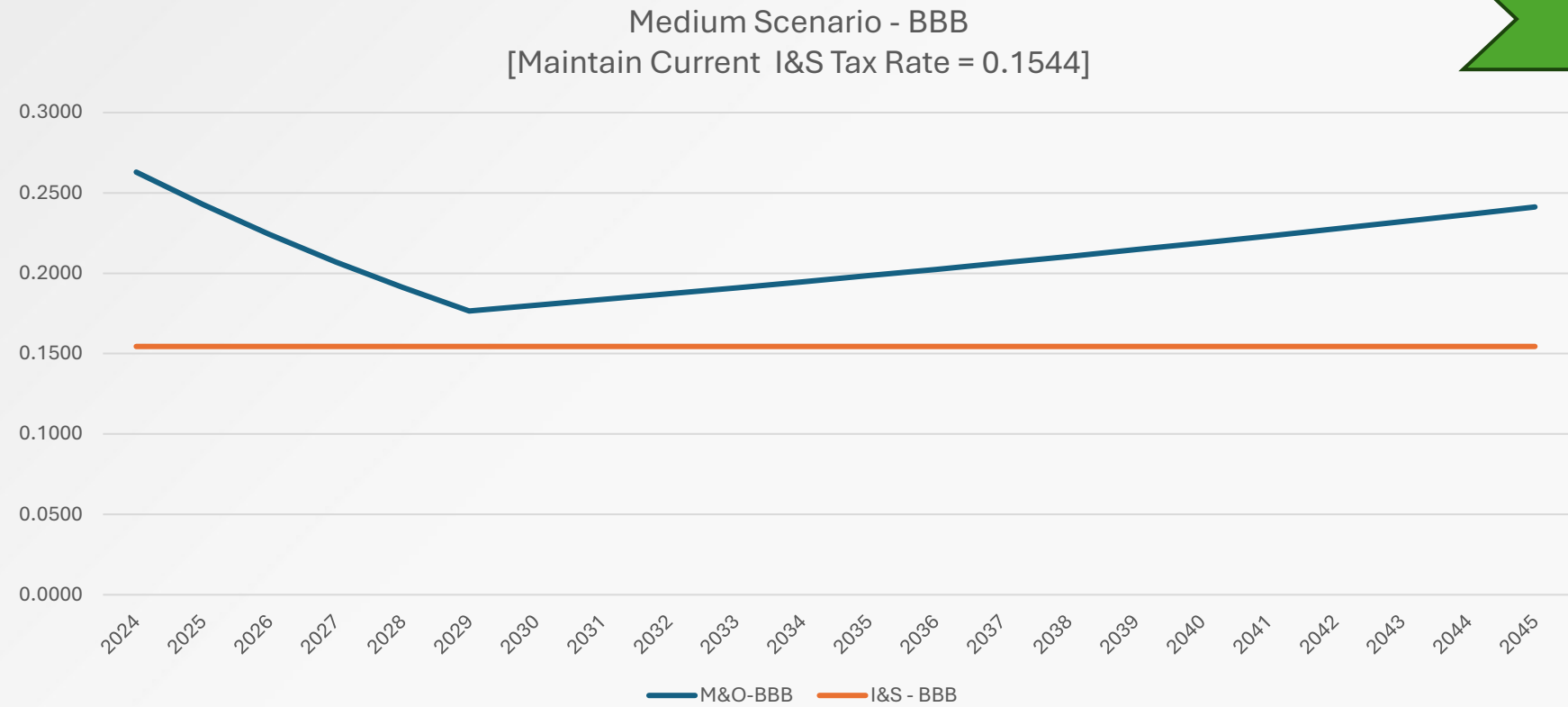


Debt Capacity Model



Debt Rate varies with changes in M&O rate over time but total tax rate remains constant.

Debt Capacity Model



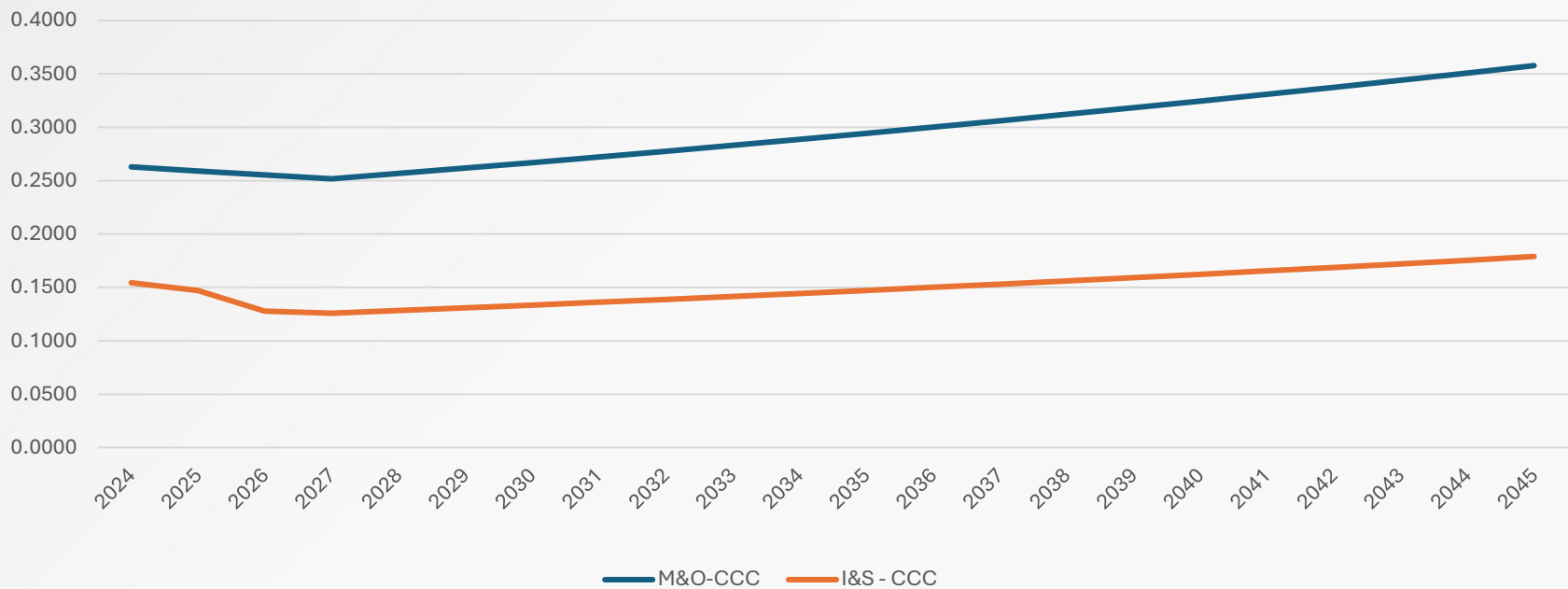
2045 Total
Rate =
\$0.3957

Debt Rate remains constant but
M&O fluctuates over time as
allowed by tax laws.

Debt Capacity Model

Low Scenario - CCC
[Set I&S Tax Rate = 1/3 M&O]

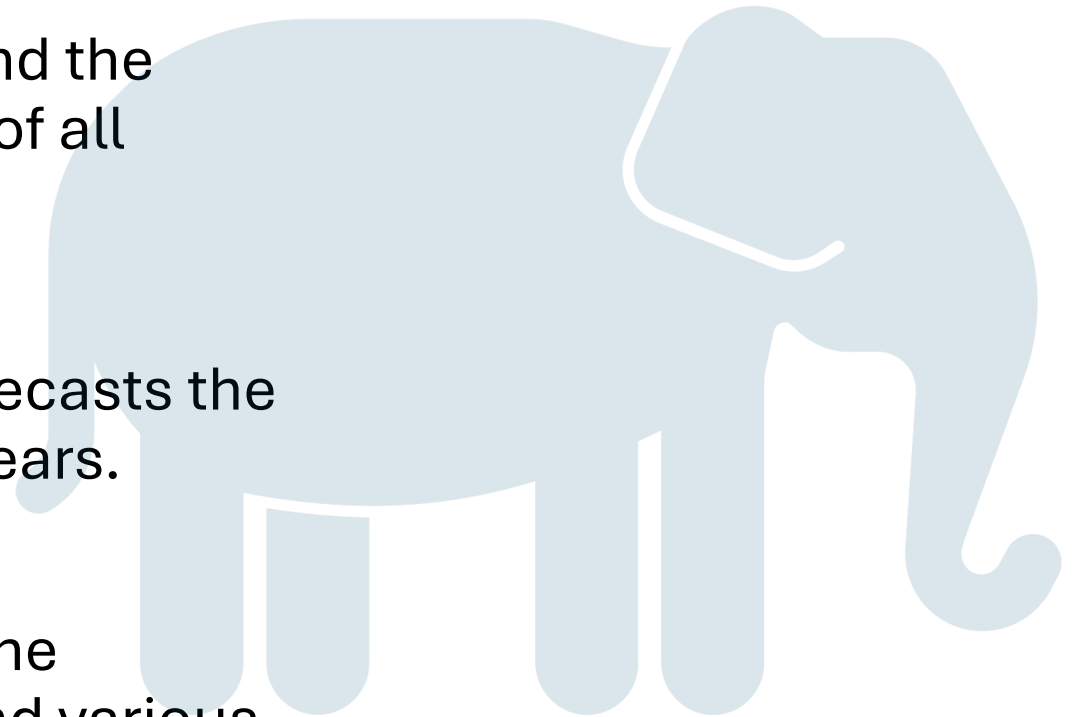
2045 Total
Rate =
\$0.5366



Debt Rate remains equal to 1/3 of the M&O rate which varies over time as allowed by tax laws.

How much can you eat under each scenario?

- Allowing for the timing of construction and the increase in costs over time, the full cost of all projects could be \$1,272,725,476.
- The highest of the 27 scenarios (AAA) forecasts the ability to issue \$1,572,455,000 over 20 years.
- (AAA) is sufficient to complete **100%** of the projects identified in the Master Plans and various studies.

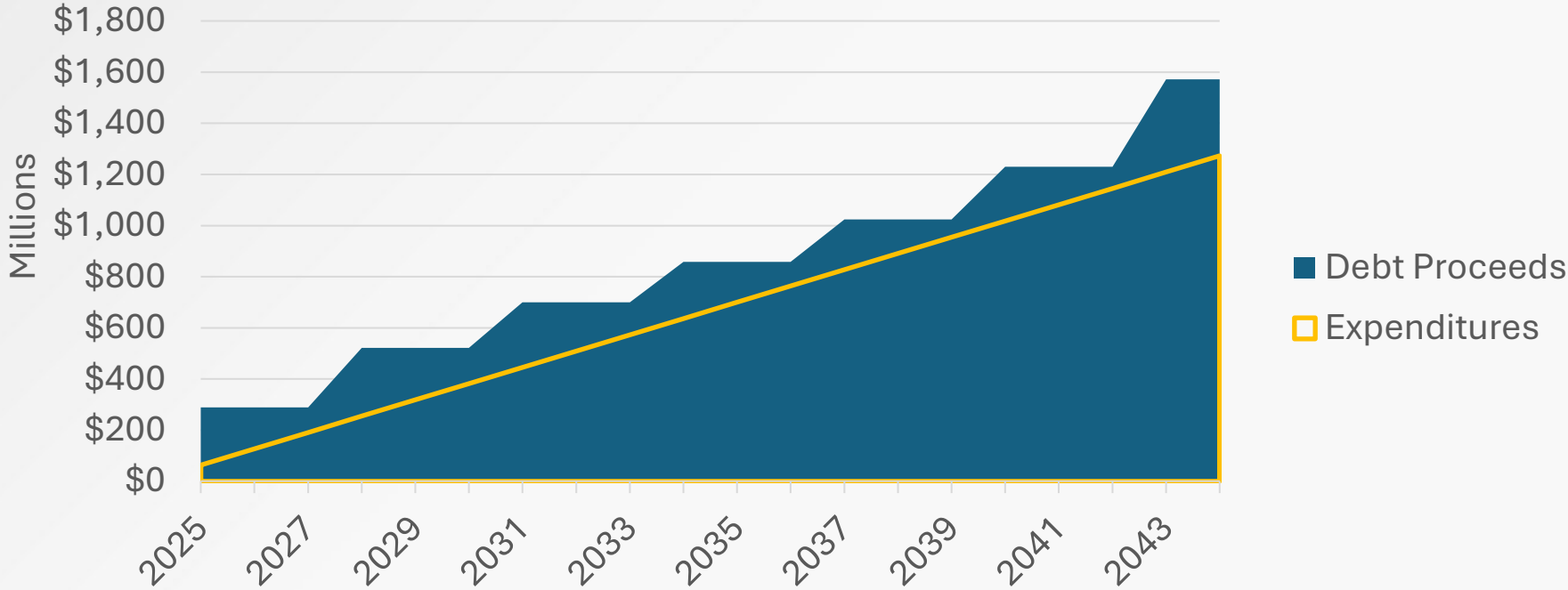


How much can you eat under each scenario?

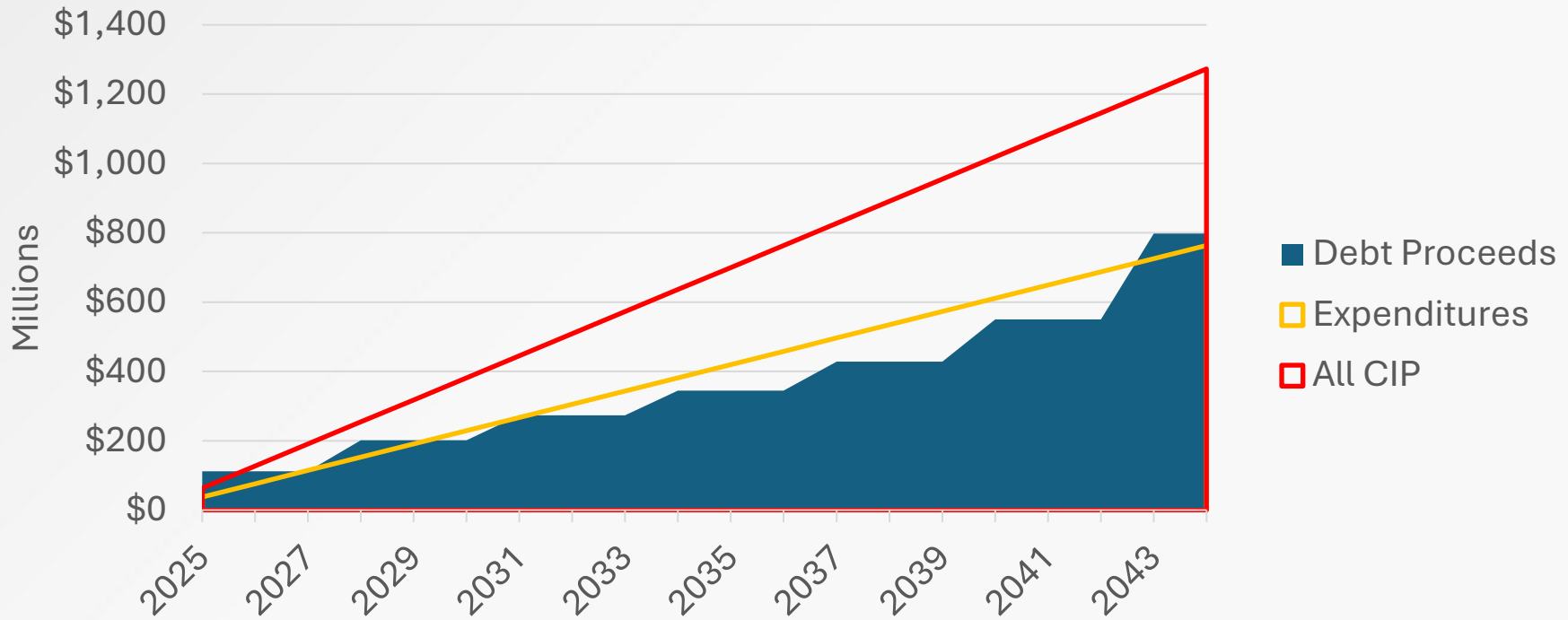
- The **mid-point** of the 27 scenarios (BBB) forecasts the ability to issue \$798,125,000 over 20 years.
- (BBB) is sufficient to complete **60%** of the projects.
- The **lowest** of the 27 scenarios (CCC) forecasts the ability to issue \$577,930,000 over 20 years.
- (CCC) is sufficient to complete **45%** of the projects.



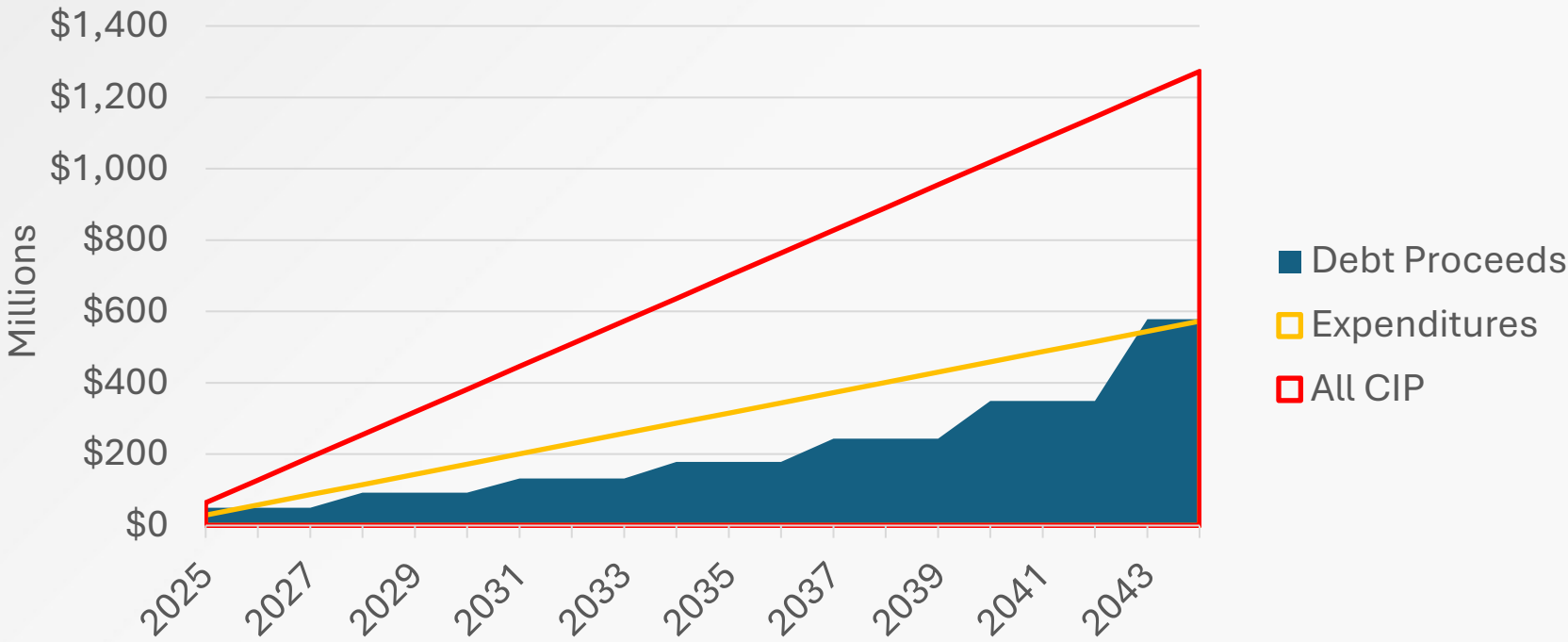
Debt Capacity Scenario AAA
Debt Proceeds vs Expenditures
(Cumulative)



Debt Capacity Scenario BBB Debt Proceeds vs Expenditures (Cumulative)



Debt Capacity Scenario CCC
Debt Proceeds vs Expenditures
(Cumulative)



What is being asked today?

1. Does the City Council want to start the process to tackle the projects identified in the previously adopted Master Plans and infrastructure studies?
2. If “yes”, do you want to be a) cautious; b) moderate; c) aggressive?
3. Do you want to set up a prioritization process?

One example of a prioritization process.

1. Plan on bond *elections* every 7 years with a 10-year planning horizon (3 elections in the 20-year timeframe.)
2. Plan on *issuing* debt every 3 years (3 issues to complete the 10-year window)
3. Create a 3-member debt steering subcommittee of City Council.

One example of a prioritization process.

4. Work with City staff to determine organizational capacity to oversee and execute each 3-year CIP program.
5. Work with City staff and other stakeholders to prioritize size and scope of projects to include in the bond election packages as well as each of the associated debt issuances.

Take away conclusion

- Priorities, opportunities, costs will change over time.
- The Debt Capacity Model demonstrates that the City has the financial ability to begin to move forward.

Appetizers anyone?



EXECUTIVE SUMMARY
8/15/2024

AGENDA SUBJECT:

Discuss and consider action on an Ordinance approving a personnel policy; providing for the City Manager to prepare an Employee Handbook and cause it to be updated from time to time; providing for the City Manager to create job descriptions based on the organizational chart and positions established in the budget by the City Council; making findings of fact; providing for severability; and providing effective date and open meetings clauses.

BACKGROUND:

The City Charter provides that the city council shall, from time to time, after having heard the City Manager's recommendations, establish personnel policies and regulations, and the duties, responsibilities and authority of each appointed officer and employee of the City not inconsistent with the City Charter. The City Manager serves as the chief executive and administrative officer of the City and is responsible to the City Council for the proper administration of all the affairs and business of the City and for the performance of the duties set forth in the Charter and as required by the City Council.

The attached Personnel Policy establishes key policies and regulations governing employees and personnel of the City. Given that the City is a Council-Manager form of government, and given the City Manager's authority and duties regarding oversight of personnel, the Policy further authorizes the City Manager to maintain and amend from time to time an Employee Handbook that implements the Policy and other Council-actions that establish staffing levels and employee benefits, and to provide for personnel-related operational and administrative matters. The Policy further provides for the City Manager to prepare job descriptions based on the organizational chart and budget approved by the City Council.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Paige Saenz, City Attorney

Fiscal Impact

Attachments:

1. Ordinance Adopting Policy
2. Exhibit - Personnel Policy

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS APPROVING A PERSONNEL POLICY; PROVIDING FOR THE CITY MANAGER TO PREPARE AN EMPLOYEE HANDBOOK AND CAUSE IT TO BE UPDATED FROM TIME TO TIME; PROVIDING FOR THE CITY MANAGER TO CREATE JOB DESCRIPTIONS BASED ON THE ORGANIZATIONAL CHART AND POSITIONS ESTABLISHED IN THE BUDGET BY THE CITY COUNCIL; MAKING FINDINGS OF FACT; PROVIDING FOR SEVERABILITY; AND PROVIDING EFFECTIVE DATE AND OPEN MEETINGS CLAUSES.

WHEREAS, the City Charter provides that, the council shall from time to time, after having heard the City Manager's recommendations, establish personnel policies and regulations, and the duties, responsibilities and authority of each appointed officer and employee of the city not inconsistent with this charter;

WHEREAS, the City Manager is the chief executive and administrative officer of the city and is responsible to the City Council for the proper administration of all the affairs and business of the City and performs such duties set forth in the Charter and as required by City Council;

WHEREAS, it is necessary and reasonable for the City of Leander, Texas (the "City") to review, modify and amend policies and regulations and procedures governing employees and personnel of the City;

WHEREAS, the City Council has received the City Manager's recommendations regarding the personnel policy;

WHEREAS, the City Council provides for employee pay and benefits and staffing through the budget, the organizational chart, and contracts for employee benefits;

WHEREAS, the City Council finds that it is reasonable and necessary, promotes good and efficient government, and is consistent with the City Charter for the City Manager to prepare, maintain, and amend from time to time an Employee Handbook that implements the personnel policy and other City Council actions that establish staffing and employee benefits and addresses operational matters and to cause the preparation of job descriptions based on the organizational chart and budget approved by the City Council;

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

Section 1. Findings of Fact. The above and foregoing recitals are hereby found to be true and correct and are incorporated herein as findings of fact. The City Council hereby further finds and determines that the rules, regulations, terms, conditions, provisions and requirements of this ordinance are reasonable and necessary.

Section 2. City Council Approval of Personnel Policy. The City Council hereby adopts and approves the personnel policy attached hereto. Any revisions, modifications and amendments thereto, shall be approved by the City Council, in its discretion, and no such revisions, modifications or amendments shall be in effect except as approved by the City Council acting by resolution or ordinance after having heard the City Manager's recommendations. Such policy as are approved by the City Council shall be and remain in effect until thereafter repealed, modified or amended by resolution or ordinance, and all, or any part of, such policy, regulations, revisions, modifications and amendments may be repealed, deleted, modified or amended, at any time by the City Council acting in its discretion.

Section 3. Employment Contracts. The personnel policies and regulations of the City, and the Employee Handbook as amended from time to time, shall never be construed or interpreted to create or result in any contract for employment, or to create, establish or result in any officer or employee of the City having or obtaining a property interest in any job, position, employment or future benefit with the City. The City of Leander is an at-will employer, and it is the policy of the City of Leander that all officers and employees of the City shall be employees at-will. Save and except for a written contract executed by and between the City and an individual officer or employee, if any, which written contract is approved by majority vote of the City Council, acting at a duly noticed public meeting, with the advice and counsel of the city attorney, no officer or employee of the City shall have and obtain, by implication or otherwise, any employment contract with the City.

Section 4. Interpretation and Construction. The personnel policies and regulations of the City, as approved by resolution or ordinance from time to time, and the Employee Handbook, shall be interpreted and construed consistent with this ordinance and in a manner consistent with the City being and remaining an at-will employer.

Section 5. Amendment of Ordinances. All ordinances, parts of ordinances, and resolutions, or parts thereof, governing personnel policies in conflict with this ordinance are hereby amended to the extent of such conflict. The Personnel Policies adopted by Ordinance Number 22-094-00, as amended by Ordinance Number 23-008-00, shall remain in effect, amended to the extent of any conflict with the policy adopted herein, and shall serve as the Employee Handbook. The City Manager is authorized to amend, modify, and update the Employee Handbook pursuant to the authority granted in this Ordinance.

Section 6. Effective Date. This Ordinance shall take effect immediately from and after its passage.

Section 7. Severability. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this ordinance of any such invalid phrase, clause, sentence, paragraph or section. If any provision of this

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

Section 8. Open Meetings. It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED on the 15th day of August 2024.

ATTEST:

CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor

**CITY OF LEANDER
PERSONNEL POLICY
ADOPTED AUGUST 15, 2024**

**ARTICLE I
PURPOSE**

1.1 Statement of Purpose. The purpose of this Policy is to facilitate efficient and economical service to the public and to provide for a consistent and equitable system of personnel management for the City. The fundamental personnel policy objectives are to promote effectiveness, efficiency, and high quality performance, to attract and retain qualified employees, and to provide a work environment in which employees are treated with respect, dignity, equity, and fairness. These guidelines are intended to provide an overview the of City's personnel policy and do not necessarily represent all such policies and practices in force.

1.2 Applicability of Policy. The Policy applies to all employees of the City, except where state or federal law preempts the application of this Policy, or employment agreement provides otherwise.

1.3 Employee Handbook. The City Manager shall establish and distribute an Employee Handbook providing employees with the guidelines for employment at the City. The provisions of the Employee Handbook cannot be inconsistent with this policy or applicable federal, state or local law. The City Manager shall cause the Employee Handbook to be amended as necessary to comply with the policies, practices, and law that apply to the City and shall be reviewed by the City Attorney no less than every three (3) years with the results reported to the City Manager.

1.4 Changes in Policy. City policies, practices, and benefits may be changed from time to time. Employees will be required to sign an acknowledgement form upon receipt of updated versions of this Policy and the Employee Handbook. All employees are responsible for reading these documents. The City may, at any time add, change, or rescind any policy or practice at its sole discretion, without notice. Therefore, employees should always check with their supervisor for the most current information.

1.5 Interpretation. These are statements of policies and procedures in matters over which the City Council is given authority by applicable statutes and of interpretations in matters where the meaning of the laws is not readily apparent. They do not include matters in which the Council considered the intent of the laws which govern the City to be unmistakably clear. For this reason, this Policy should be used in conjunction with other applicable provisions of law. This policy will be interpreted and applied in a manner consistent with the City Charter, the applicable law of the State of Texas, and applicable federal law. The failure of the City to follow or comply with any provision of these policies shall not constitute grounds for nor form the basis of any action or cause of action, either civil or criminal, arising from employment with the City.

1.6 Severability. In the event that any policy or portion of this Policy is in conflict with federal or state law, those laws shall preempt only to the extent of such conflict. If any policy or

portion of a policy is invalid, illegal or unenforceable, that policy or portion of the policy will be removed. The remaining portions of the Policy will remain intact and continue to be valid and shall remain in full force and effect.

ARTICLE II CITY COUNCIL & CITY MANAGER RESPONSIBILITIES

2.1 Responsibilities of the City Council. The City Council have the following responsibilities:

- (a) From time to time, after having heard the City Manager's recommendations, establish personnel policies and regulations;
- (b) From time to time after having heard the City Manager's recommendations, approve the employee organizational chart for the City;
- (c) Approve the number of regular, full-time employees and part-time employees, establish the total annual personnel budget, authorize the types of employee benefits and the corresponding employer and employee contribution levels;
- (d) Hire the City Manager and establish the City Manager's job description and performance standards;
- (e) Complete the City Manager's performance evaluation annually;
- (f) Set and adjust the City Manager's annual compensation;
- (g) Ensure an adequate working environment for City employees after having heard the City Manager's recommendation;
- (h) Refrain from giving orders directly to any City employee, except when empowered to do so by an emergency proclamation, and deal with the non-elective officers, employees and administrative offices of the City solely through the City Manager; and
- (i) Hear and decide all grievances authorized to be presented to the City Council.

2.2 Responsibilities of the City Manager. The City Manager has the following responsibilities:

- (a) Serve as the Chief Executive and Administrative Officer of the City and be responsible to the City Council for the proper administration of all the affairs and business of the City;
- (b) Review and make recommendations to the City Council regarding changes to this Policy as needed;
- (c) Interpret, implement, and administer this Policy;
- (d) Review, revise, and distribute the Employee Handbook;
- (e) Ensure the establishment of a system for equitable and effective hiring, evaluation, compensation, and termination of employees;
- (f) Select and hire employees (subject to any approval required by the City Charter), conduct performance evaluations, make promotions, provide for compensation within the budget approved by the City Council, and discipline, including dismissal of all employees;
- (g) Establish the duties, responsibilities, and job descriptions of City departments and employees and assign such duties and responsibilities consistent with the City Council-approved employee organizational chart, the budget, the City Charter, and applicable City ordinances;

- (h) Ensure that this Policy and the Employee Handbook comply with applicable local, state, and federal laws;
- (i) Report the results of the review this Policy and the Employee Handbook to the City Council no less than every three (3) years from the date of their initial publication;
- (j) Review and make final decisions on all employee complaints and issues that do not constitute a grievance authorized to be presented to the City Council by this Policy or the Employee Handbook; and
- (k) Maintain and secure employment and employment-related records.

ARTICLE III POLICY STATEMENTS

3.1 Nondiscrimination. In order to provide equal employment and advancement opportunities to all individuals, employment decisions at the City will be based on merit, qualifications, and abilities. The City does not discriminate in employment opportunities or practices on the basis of any characteristic or condition protected by state or federal law. All employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring the issues to the attention of their immediate supervisor or the City Manager. Employees may raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination or improper behavior, or retaliating against an employee who has reported discrimination or improper behavior, will be subject to disciplinary action, up to and including termination of employment.

3.2 Unlawful Harassment. The City is committed to providing a work environment that is free of discrimination and unlawful harassment. Actions, words, jokes, or comments based on an individual's sex, race, ethnicity, age, religion, or any other legally protected characteristic will not be tolerated. As an example, sexual harassment (both overt and subtle) is a form of employee misconduct that is demeaning to another person, undermining the integrity of the employment relationship. Such conduct, and all other forms of discrimination and unlawful harassment, is strictly prohibited. Any employee who wants to report an incident of sexual or other unlawful harassment should promptly report the matter pursuant to the procedure set forth in the Employee Handbook. The Employee Handbook shall provide procedures for reporting discrimination and unlawful harassment. Employees can raise concerns and make reports without fear of reprisal. Anyone engaging in sexual or other unlawful harassment, or retaliating against an employee who has reported sexual or other unlawful harassment, will be subject to disciplinary action, up to and including termination of employment.

3.3 Americans with Disabilities Act (ADA) and Reasonable Accommodation. To ensure equal employment opportunities to qualified individuals with a disability, the City, pursuant to the Federal Americans with Disabilities Act, will make reasonable accommodations for the known disability of an otherwise qualified individual, unless undue hardship on the operation of the City would result. Employees who may require a reasonable accommodation should notify the person or persons identified in the Employee Handbook, and in the absence of such person being identified, the City Manager.

3.4 Fair Labor Standards Act (FLSA). The City will comply with the Federal Fair Labor Standards Act and all applicable wage and hour laws.

3.5 Family Medical Leave Act (FMLA). The City will comply with the Federal Family and Medical Leave Act (FMLA), granting unpaid leaves of absence to eligible workers for certain medical and family-related reasons. The City will also follow all applicable state and local leave laws.

3.6 Uniformed Services Employment and Reemployment Rights Act. The City will comply with the federal Uniformed Services Employment and Reemployment Rights Act assisting employees who are absent from work because of service in the U.S. Uniformed Services.

3.7 Workplace Safety. The City shall be committed to creating an environment that is safe and productive for employees and others having business with the City. The City Manager will develop or cause to be developed procedures regarding workplace safety and violence prevention.

3.8 Nepotism. No person related within the third degree of consanguinity or second degree of affinity to a member of the City Council or the City Manager shall be or remain employed by the City; provided that such prohibition shall not apply to any person employed full-time for period of twelve months or more prior to the member of the City Council or City Manager taking office, or to minors working part-time.

3.9 Personnel Records. The City Manager shall cause the personnel records to be maintained for each employee. Personnel files are the property of the City and access to the information they contain is restricted to the extent allowed by law, including the Texas Public Information Act (Chapter 552, Texas Government Code, as amended).

3.10 Prohibition on Use of City Property. Employees are prohibited from using City facilities, equipment, supplies, employee time, or any other City resource for personal use, except to the extent that the use of such resources are reasonable. These uses are dedicated to City business, and City management shall have full access to both the resources and any contents thereof at all times in the judgment of the City Manager or designee. Employees have no legitimate expectation of privacy when using these resources. Use of the internet, e-mail, and electronic and telecommunications devices are subject to monitoring. Employees may be subject to limitations on their use of such resources. The City Manager may allow employees limited use of resources while ensuring that the operational needs of the City are being met. Misuse, destruction, or theft of City property shall be considered misconduct subject to disciplinary action, up to and including termination of employment.

ARTICLE IV EMPLOYMENT AND COMPENSATION

4.1 At-Will Employment. This Policy and the Employee Handbook are not employment contracts and nothing in this Policy or the employee Handbook is intended to change or modify the at-will status of City employees. Employment and compensation are for no fixed term and may be terminated by the City at any time with or without cause or notice. Likewise, an employee may resign at any time. No City employee, or representative of the City, has any authority to enter into any agreement for employment for any specified period of time or to make any agreement contrary to this Policy, except as authorized by the City Council consistent with the City Charter.

4.2 Unemployment Insurance. City employees will be covered by unemployment insurance.

4.3 Workers' Compensation Insurance. The City will provide a Workers' Compensation insurance program at no cost to employees as required by applicable law. This program and benefit is governed by state law and generally covers injuries sustained in the course of, or disabling illness attributable to, employment duties that require medical, surgical, or hospital treatment. Neither the City nor the insurance carrier will be liable for the payment of Workers' Compensation benefits for injuries do not arise out of and in the course and scope of employment with the City as provided by applicable state law.

4.4 Social Security and Medicare Insurance. The City employees will be covered by the programs offered by Social Security Administration and Federal payroll taxes (FICA) will be deducted from employee pay accordingly.

ARTICLE V GRIEVANCES

5.1 Acts Giving Rise to a Grievance. An employee may file a written grievance concerning conduct that the employee in good faith believes constitutes a violation of state or federal law or the legal rights of the employee by the employee's supervisor or by any other officer or employee of the City, including, but not limited to, sexual harassment or other unlawful harassment, discrimination based on race, color, ancestry, national origin, gender, sex, sexual orientation, gender identity, marital status, religion, age, disability, genetic information, veteran status, or other characteristic protected by state or federal law, or a grievance arising out of an on the job injury or workers' compensation claim.

5.2 Retaliation Prohibited. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of acting in good faith to file a complaint, grievance, or report unlawful action, or for participating in an authorized investigation of any matter. If the grievance regards alleged harassment or discrimination by the City Manager, the employee may file the grievance directly with the Mayor and the City Attorney.

5.3 Grievance Process. The Employee Handbook shall provide a procedure for employees to file a complaint, grievance, or report of acts described in Section 5.1 or retaliation. Grievances against the City Manager shall be governed by Sections 5.4 through 5.6.

5.4 Grievances Heard by the City Council. The following steps and procedures are applicable to to grievances heard by the City Council, provided that such steps and procedures shall not be or constitute a rigid or exact procedure, or create any due process rights.

- (a) The Mayor and City Attorney shall review the grievance and determine whether it is one that may be heard by the City Council under this Policy. If the grievance is one that may be heard by the City Council, the Mayor and City Attorney will place the grievance on the next available City Council meeting. The City Attorney will also notify the City Council of the grievance. If the grievance is one that is not eligible to be considered by the City Council, the City Attorney will notify the complainant and the City Council that an ineligible grievance has been received and provide the reason for ineligibility.
- (b) When a grievance is placed on a City Council agenda, the City Council may extend the time for a decision at its discretion.
- (c) The City Council may direct that the City Attorney or a third party conduct an investigation of the grievance and bring the results back to the Council.
- (d) Following the City Council's investigation of all accounts of the incident(s), the City Council will make a final decision. The City Council's decision will be final.

5.5 Dispute Resolution. A grievance may be referred to mediation if agreed to by the complainant, the City Manager, and if determined appropriate for mediation, by the City Attorney and the City Council.

5.6 Equal Employment Opportunity Commission Regulations. Notwithstanding the foregoing, if a grievance alleges a violation of an Equal Employment Opportunity Commission (EEOC) rule and is filed with the EEOC, the employee must proceed in the manner and time specified by the EEOC rules and regulations.