AGENDA
CITY COUNCIL MEETING
CITY OF LEANDER, TEXAS

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, September 19, 2024
Briefing Workshop at 6:00 PM
Regular Meeting at 7:00 PM

Mayor – Christine DeLisle	**Place 4 – Na'Cole Thompson, Mayor Pro Tem**
Place 1 – Kathryn Pantalion-Parker	**Place 5 – Chris Czernek**
Place 2 – Michael Herrera	**Place 6 – Becki Ross**
Place 3 – David McDonald	**City Manager – Todd Parton**

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

BRIEFING WORKSHOP - CONVENE AT 6:00 PM

1. Open Meeting.
2. Roll Call.
3. Workshop to discuss the proposed changes to the Northline Development.

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.

   - Certificate of Recognition Parks and Recreation Maintenance and Equipment Crews

8. Leander History
9. Staff Reports

   - Capital Improvement Program Update: Senior Center (CIP P.6) and Raider Way and East Woodview Drive Roadway (CIP T.12) Projects.

CONSENT AGENDA: ACTION

10. Approval of the minutes for meetings held on September 5, 2024 and September 10, 2024.

11. Approval of a purchase agreement with Lenco Industries Inc. for a Lenco Armored BearCat Vehicle utilizing HGAC Contract Number AM10-23 in the amount of $326,828.00; and authorize the City Manager to execute any and all necessary documents.

12. Approval of Amendment No.2 to Task Order CFA-001 with CobbFendley & Associates, for the improvements to South Street and West Drive (CIP T.17) providing for increasing drainage and detention, adding head-in street parking for Bagdad Street, and adding roadway graphic renditions; increasing the current contract amount of $1,137,791.30 by an amount of $174,597.50, to a new total of $1,312,388.80, with no extension of term duration; and authorize the City Manager to execute any and all necessary documents.

13. Approval of Amended and Restated Cooperative Agreement by and between Williamson County and the Cities of Cedar Park, Georgetown, Round Rock, Taylor, Hutto, Leander, and Liberty Hill of the Williamson County and Cities Health District to change the fiscal year to October 1 to September 30.

14. Approval to renew Microsoft 365 subscription licensing through Microsoft's authorized reseller SHI Government Solutions, Inc., utilizing pricing and terms contained in Texas DIR Contract DIR-CPO-5237; authorization to pay the renewal amount due of $191,000.00; and authorize the City Manager to execute any and all necessary documents.

15. Authorize the renewal of manufacturer service contracts and threat detection subscriptions for all City firewalls and network switches from Bell IT Services, Inc., utilizing DIR contracts DIR-TSO-4288 and DIR-TSO-4160 in the total amount of $126,550.00; and authorize the City Manager to execute any and all necessary documents.

16. Authorize the purchase of computer workstations to replace existing desktop and laptop computers which have reached end-of-useful-life status from Dell Marketing LP utilizing DIR Contract DIR-TSO-3763 in the amount of $188,713.00; and authorize the City Manager to execute any and all necessary documents.

17. Authorize the purchase/renewal of antivirus, identity protection, and ransomware prevention software along with related professional services from SHI Government Solutions Inc., utilizing Texas DIR contract DIR-TSO-4317 in the total amount of $112,663.00; and authorize the City Manager to execute any and all necessary documents and renewals.

18. Approval of an Interlocal Cooperation Contract agreement between The University of Texas at Austin – ITS - Office of Telecommunication Services and the City of Leander allowing the City to purchase internet access and related services from the University of Texas System / UT Austin for the amount of $20,162.04; and authorize the City Manager to execute any and all necessary documents.

19. Authorize the expenditure of $189,407.52 to purchase data center network switches, network optics, network security systems, and related professional services from Bell IT Services, Inc., utilizing DIR contracts DIR-TSO-4160 and DIR-TSO-4288 to replace existing data center network switches and peripherals which have reached end-of-useful-life status; and authorize the City Manager to execute any and all necessary documents.

20. Authorize the purchase of various software, cloud services, and related professional services from SHI Government Solutions, Inc., utilizing Texas DIR contracts: DIR-TSO-4317, DIR-CPO-4444, DIR-CPO-4458, DIR-TSO-4288, DIR-CPO-5237, DIR-CPO-5241, DIR-TSO-4383, DIR-CPO-4875; Sourcewell Contract #081419-SHI; Omnia Co-op Contracts #2018011-02 and 2024056-02; and BuyBoard Contract #661-22 in the total amount of $140,434.00; and authorize the City Manager to execute any and all necessary document and renewals.

21. Authorize the purchase/renewal of mobile device management (MDM) software and related professional services from SHI Government Solutions, Inc., utilizing Texas DIR contract DIR-TSO-4288 in the total amount of $60,137.00; and authorize the City Manager to execute any and all necessary documents and renewals.

22. Approval of the termination of Development Agreement Case DA-23-0014 regarding the Hero Way Crossing Development on two (2) parcels of land, more particularly described by Williamson Central Appraisal District Parcels R651240 and R651239, generally located to the northwest of the intersection of West Broade Street and Hero Way West, Leander, Williamson County, Texas.

23. Acceptance of Infrastructure Improvements for Travisso Phase 4 Section 5 Reclaim Water Irrigation and Landscaping Improvements (PICP-21-0031).

24. Acceptance of Infrastructure Improvements for Devine Lake Phase 4 (21-PICP-0029) to include: streets, drainage, water, and wastewater improvements.

25. Approval of the purchase of fourteen (14) self-contained breathing apparatus (SCBA), and associated items, utilizing HGACBuy Cooperative Purchasing Contract EE08-19 in the amount of $157,301.13, and authorize the City Manager to execute any and all necessary documents.

26. Approval of a Resolution adopting the Hazard Mitigation Action Plan 2024.

27. Approval of an Interlocal Agreement by and between the Texas Municipal League (TML) and the City of Leander for cyber liability and data breach response insurance coverage effective October 1, 2024; and authorize the City Manager to execute any and all necessary documents.

28. Approval of Employee Health Benefits Contracts with Cigna for medical/prescription, dental and voluntary vision for the 2025 plan year with all insular products remaining the same; providing for an effective date; and authorize the City Manager to execute any and all necessary documents.

29. Approval of the extension of the application expiration for Subdivision Case FP-22-0040 Leander Springs Final Plat; more particularly described by Williamson Central Appraisal District Parcels R051592 and R403524, generally located southwest of the intersection of RM 2243 and 183A Toll Road, Leander, Williamson County, Texas.

30. Approval of the extension of the application expiration for Subdivision Case FP-22-0041 Leander Estates Phase 1 Final Plat; more particularly described by Williamson Central Appraisal District Parcels R560184 and R560185 and Travis Central Appraisal District Parcels 905245, generally located northwest of the intersection of CR 280 and Council Springs Pass, Leander, Williamson and Travis County, Texas.

31. Approval of the extension of the application expiration for Subdivision Case FP-23-0057 Woodland Estates Phase 1 Final Plat; more particularly described by Williamson Central Appraisal District Parcel R031730, generally located south of the intersection of CR 280 and Council Springs Pass, Leander, Williamson County, Texas.

32. Approval of the extension of the application expiration for Subdivision Case FP-23-0074 Bar W Ranch West Ph 11 Final Plat; more particularly described by Williamson Central Appraisal District Parcel R544598, generally located west of the intersection of Bovine Pass and Stamp Iron Avenue, Leander, Williamson County, Texas.

33. Approval of a letter agreement establishing the roadway adequacy payment for the Hero Way Crossing Development on two (2) parcels of land, more particularly described by Williamson Central Appraisal District Parcels R651240 and R651239, generally located to the northwest of the intersection of West Broade Street and Hero Way West, Leander, Williamson County, Texas.

34. Approval of the termination of a temporary wastewater easement located within the Northline Subdivision, more particularly described as 0.9603 acres out of Williamson Central Appraisal District Parcel R646986; and generally located to the south of the intersection of San Gabriel Parkway and Main Street, Leander, Williamson County, Texas.

35. Ratify City Manager execution of Community Development Block Grant Cooperation Agreement by and between Williamson County and the City of Leander.

PUBLIC HEARING: ACTION

36. Conduct a Public Hearing and consider action regarding Zoning Case Z-24-0123 to amend the Northline Planned Unit Development on several parcels of land approximately 115.7076 acres ± in size, out of the William Mancil Survey, Abstract No. 437, the Talbot Chambers Survey, Abstract No. 125; and generally located south of East San Gabriel Parkway and approximately 200 feet east of US 183, Leander, Williamson County, Texas. ***[Postponed]***

37. Conduct a Public Hearing regarding Zoning Case Z-24-0127 to amend the current zoning of Northline Planned Unit Development to adopt the Northline Retail Planned Unit Development with base zoning district of GC-2-A (General Commercial) on eight (8) parcels of land approximately 16.0602 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R517094, R031604, R646992, R646986, R646987, R646988, R646989, and R646990; and generally located southwest of the intersection of East San Gabriel Parkway and 183A Toll Road, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-24-0127 as described above.

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

- Discuss and consider action regarding Ordinance Case OR-24-0017 as described above.

REGULAR AGENDA

39. Discuss and consider action on Development Agreement Case DA-24-0010 Valor School Development Agreement located on one (1) parcel of land approximately 13.796 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R430223; generally located northwest of the intersection of Kauffman Loop and CR 267, Leander, Williamson County, Texas.

40. Receive a presentation regarding a Development Proposal Review regarding a petition for a Comprehensive Plan Amendment for a residential development located northwest of the intersection of CR 175 and Journey Parkway, Leander, Texas, Williamson County.

41. Discuss and consider action on a Professional Services Contract with Langford Community Management Services, Inc. for grant consultant services pursuant Request for Qualifications (RFQ) S24-008; and authorize the City Manager to execute any and all necessary documents.

42. Discuss and consider action on a Resolution finding public convenience and necessity and authorizing the use of eminent domain to condemn, if necessary, a 7,704 square foot water line easement and a 13,005 square foot temporary construction easement (both as described in Agenda Item 42 and Exhibit "A") from that certain 32.778 acre tract conveyed to Subramanian, Ltd. and recorded at Document Number 2010043776 of the official public records of Williamson County, Texas, for the public use and purpose of construction of a water line.

43. Discuss and consider action on a Resolution finding public convenience and necessity and authorizing the use of eminent domain to condemn, if necessary, a 5,804 square foot water line easement and a 9,675 square foot temporary construction easement (both as described in Agenda Item 43 and Exhibit "A") from that certain tract of land conveyed to JNK Properties 1, Ltd. and recorded at document Number 2021182868 of the official public records of Williamson County, Texas, for the public use and purpose of construction of a water line.

44. Discuss and consider action on a Resolution finding public convenience and necessity and authorizing the use of eminent domain to condemn, if necessary, a 3,808 square foot water line easement and a 6,398 square foot temporary construction easement (both as described in Agenda Item 44 and Exhibit "A") from a called 3.00 acre tract conveyed to Devidass Mahendru and recorded at Document Number 2004056322 of the official public records of Williamson County, Texas, for the public use and purpose of construction of a water line.

45. Discuss and consider action of a Resolution finding public convenience and necessity and authorizing the use of eminent domain to condemn, if necessary, a 15,763 square foot water line easement and a 25,753 square foot temporary construction easement (both as described in Agenda Item 45 and Exhibit "A") from a called 36.054 acre tract conveyed to Devidass Mahendru and Swahan Mahendru and recorded at Document Number 20030708726 of the official public records of Williamson County, Texas, for the public use and purpose of construction of a water line.

46. Discuss and consider action on a Resolution finding public convenience and necessity and authorizing the use of eminent domain to condemn, if necessary, a 10,643 square foot water line easement and a 17,943 square foot temporary construction easement (both as described in Agenda Item 46 and Exhibit "A") from Lot 1, Block A, Valps Subdivision, as conveyed to Valps LC and recorded at Document Number 2021159327 of the official public Records of Williamson County, Texas, for the public use and purpose of construction of a water line.

47. Discuss and consider action on a Resolution finding public convenience and necessity and authorizing the use of eminent domain to condemn, if necessary, an 8,846 square foot water line easement and a 13,541 square foot temporary construction easement (both as described in Agenda Item 47 and Exhibit "A") from that certain 27.376 acre tract conveyed to 8748 Presidential Holdings, LLC and recorded at Document Number 2021055844 of the official public records of Williamson County, Texas, for the public use and purpose of construction of a water line.

48. Discuss and consider action on submitting a nomination for Travis Central Appraisal District Board of Directors.

49. Discuss and consider action on submitting a nomination for Williamson Central Appraisal District Board of Directors.

50. Discuss and consider action on casting vote for Texas Municipal League (TML) Region 10 Director Election.

51. Discuss and consider action to appoint Councilmembers(s) to the Capital Area Council of Governments General Assembly (CAPCOG).

52. Discuss and consider action on an appointment to the Central Texas Clean Air Coalition of the Capital Area Council of Governments.

53. 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.]*

54. Council Member Closing Statements.

55. Convene into Executive Session pursuant to Sections 551.071 and 551.072, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding the acquisition of property for the Leander 2243 Water Main Project.

    Reconvene into open session to take action as deemed appropriate in the City Council's discretion regarding acquisition of property for the Leander 2243 Water Main Project.

56. Adjournment

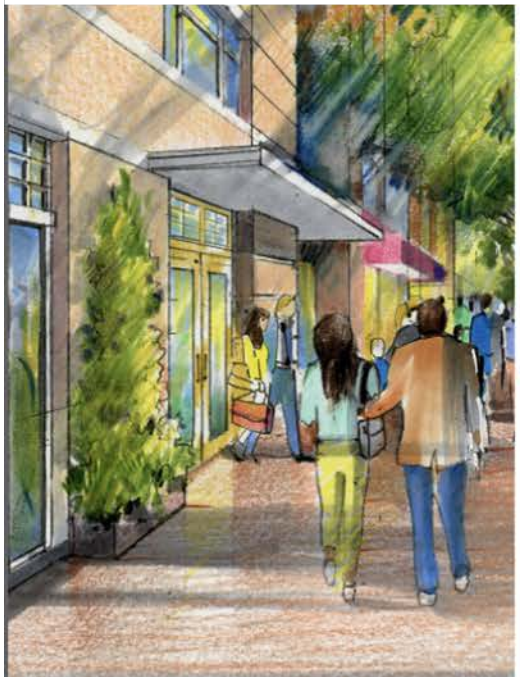
CERTIFICATION

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

Dara Crabtree, City Secretary, TRMC

Northline

Leander, Texas



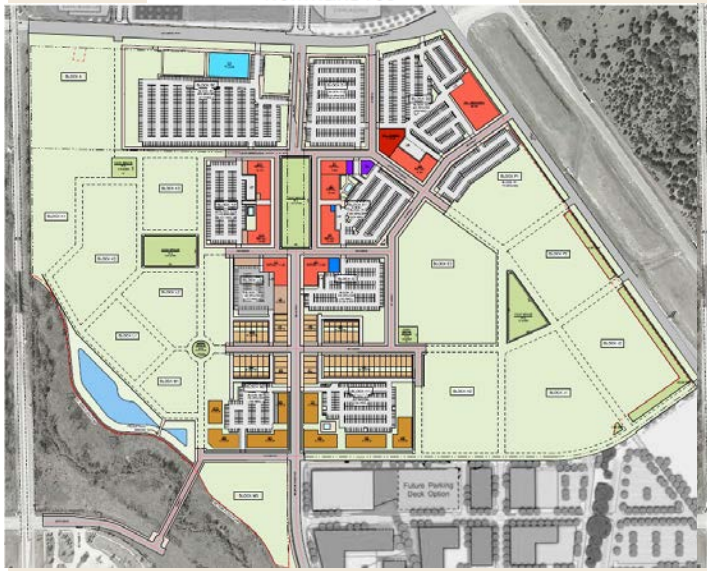
Northline Leander Development Company, LP

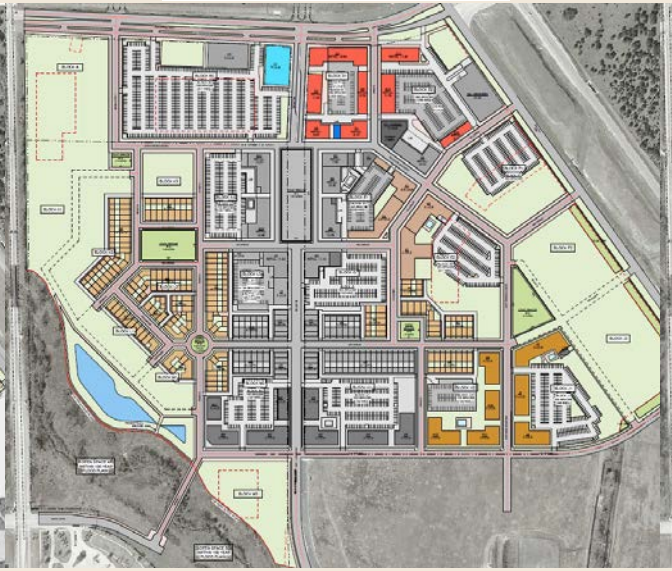
Northline City Council Workshop Presentation

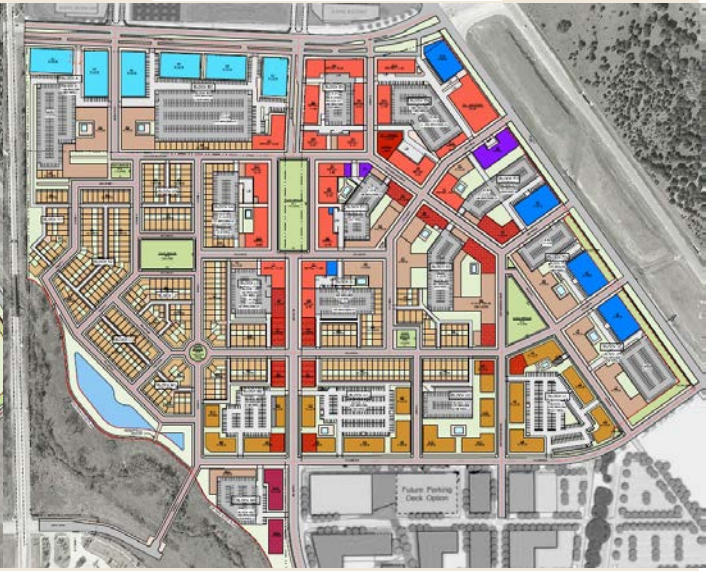
September 19, 2024

Northline History

- Northline's 116-acre site plan design, by David M. Schwarz Architects ("DMSAS"), at the time of CoL's PUD approval in 2018 included a phasing plan, which incorporated significant initial surface parking in multiple phases over a 20+ year period, when density is generated through proposed parking garages in certain blocks.

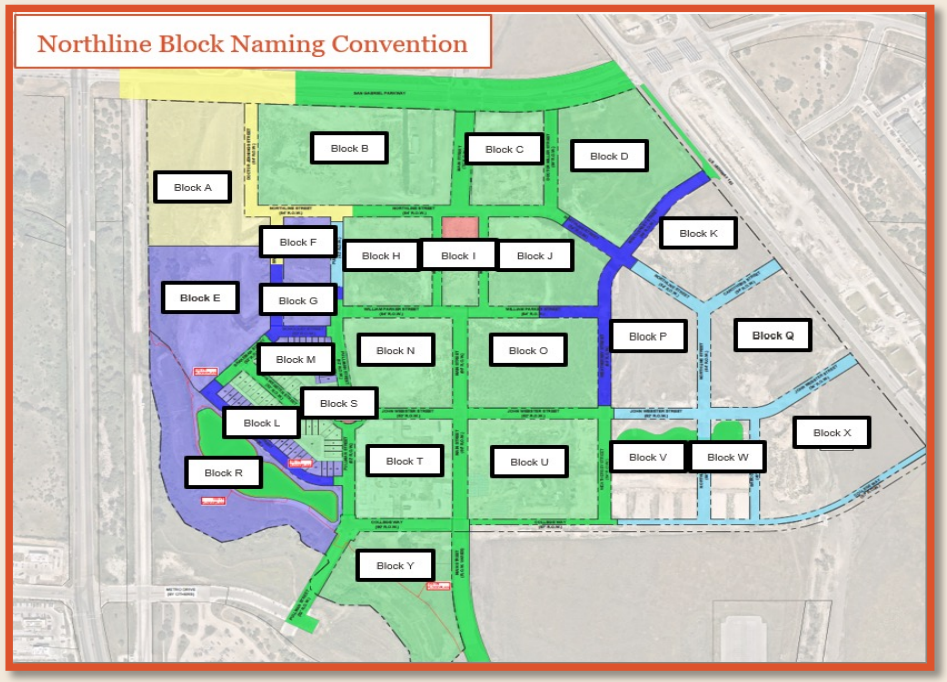






Northline Status Update

- The infrastructure shown in green, representing the majority of the infrastructure needed for the full buildout of Northline over time, has been completed and accepted by CoL.
- With its current vertical development partners in place, Northline is positioned to deliver the rest of the project in an accelerated timeline.
- The following exhibit shows the current block designations (prior to the PUD Amendment) as a reference.



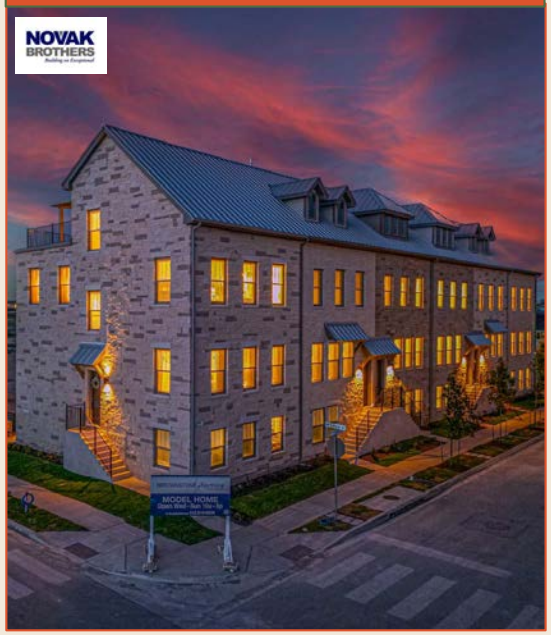
Northline Status Update

Multifamily - Slate Real Estate Partners Best-In-Class development partner and CoL's highest caliber product (Blocks T&U).

Slate Multifamily (Blocks T&U – Developed)

Townhomes – Novak Brothers Best-In-Class development partner and CoL's highest caliber product (Blocks L&M).

Townhomes (Blocks L&M – Developed)



St. John Properties – Best-In-Class development partner – establishing the CoL Class A Office market (Block B); anticipated to commence construction in the fall of 2024.

Class A Office (Block B – Pending Development)

Northline Status Update – Multifamily & Townhouse Aerial Images

August 2024: Blocks L&M and T&U Aerial

Northline Status Update – Multifamily & Townhouse Aerial Images

August 2024: Blocks T&U Aerial

Northline Status Update

- Northline's initial vertical projects have included elevated standards of superior quality streetscapes and pedestrian-friendly building façade design for an enhanced walkability experience.

Northline Status Update

- Northline's design incorporates premier civic spaces to include Northline Circle, Town Square, spaces around each water quality wet pond, Block F, etc.

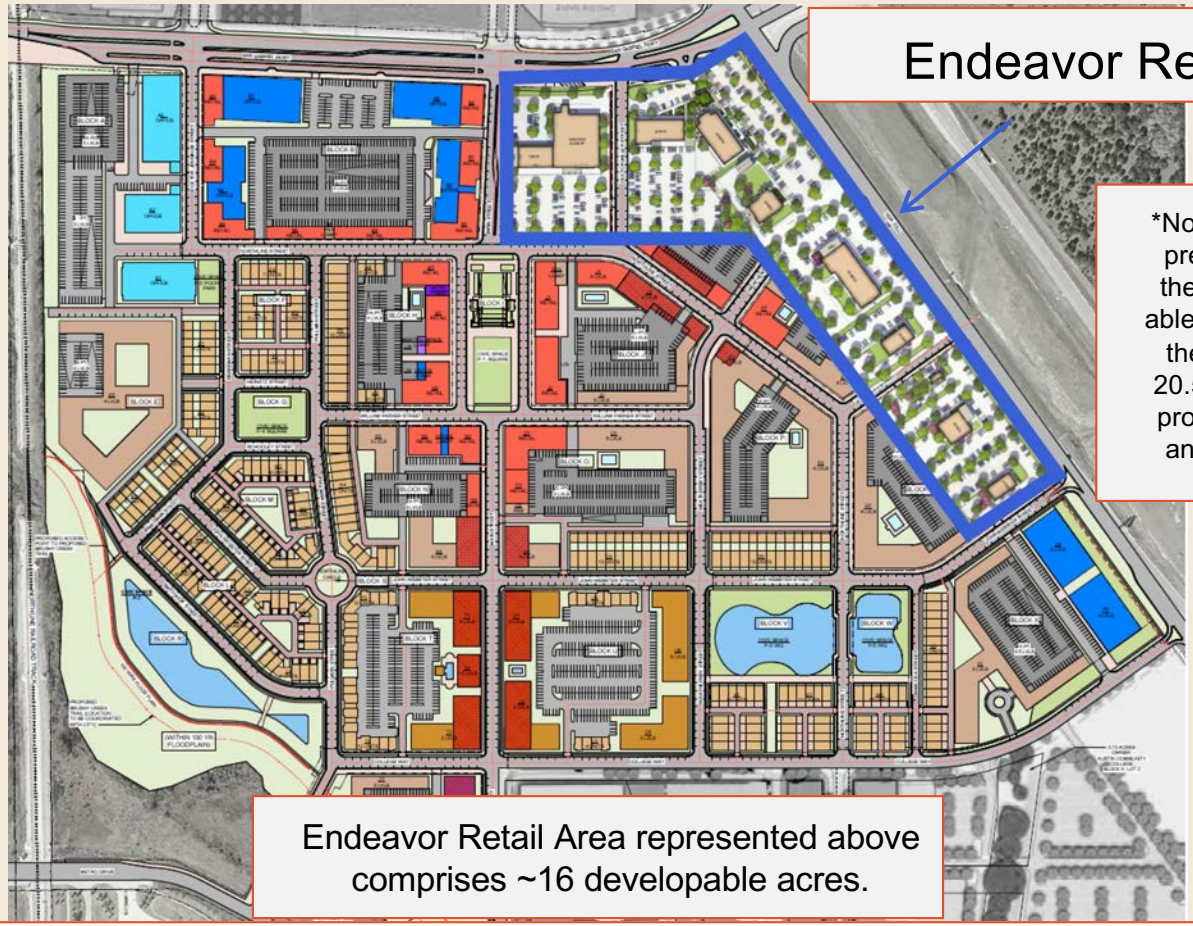
Northline Circle

Town Square

Northline Status Update

- St. John Properties – 4 Potential Office Projects (Block B).
- Endeavor Real Estate Group – Endeavor Initial Retail Area – Blocks C, D, and portions of K and Q.
- Ryan Companies – Medical Office (with a construction start dependent upon the commencement of the initial phase of St. David's Hospital's full hospital) (Block A).
- Senior Living (Residential) (Block E – pending coordination).
- Multifamily and ground-floor Retail (Blocks H&F – pending coordination).
- Hotel with Convention/Conference – Northline is coordinating with CoL per the CoL consultant's Hotel market study where it is anticipated that the project is able to utilize the economic benefit tools of the state Hotel occupancy tax and Retail sales tax from House Bill 4103 (passed into law in 2021 through the support of Northline's lobbyist) (Block J).
- Endeavor Real Estate Group Multifamily (Blocks N&O – pending contracting).
- Endeavor Real Estate Group Retail or Senior Living (Blocks P&Q – pending coordination).
- Townhomes (Blocks V&W).
- Block X – Endeavor Real Estate Group Retail or Corporate Campus.
- Block Y – waiting to play off of Leander Station when it has more dual-route ridership with a variety of potential product types (to include Retail, Office, and Residential).

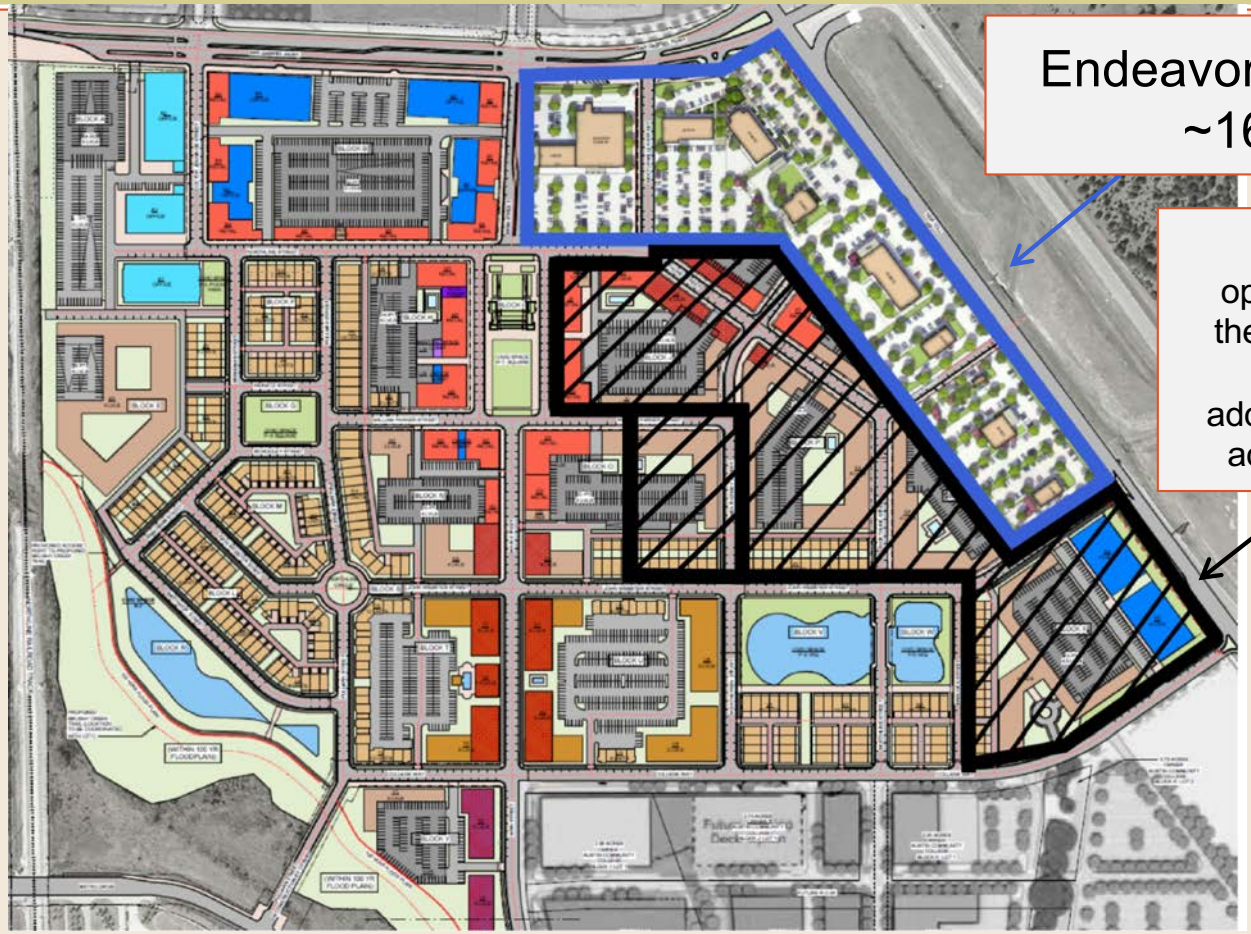
Northline Status Update



*Northline and Endeavor propose to preserve the right to expand upon the Endeavor Retail Area by being able to phase additional property into the Endeavor Retail Area of up to 20.5 additional acres as long as the property is used primarily for Retail and is adjacent to the current ~16 acres.

Endeavor Retail Area represented above comprises ~16 developable acres.

Northline Status Update



Endeavor Retail Area - ~16 Acres

This slide shows the opportunity to expand upon the Endeavor Retail Area by being able to phase additional property up to 20.5 acres (originally 18 acres).

Northline Status Update – Endeavor Retail Area Site Plan

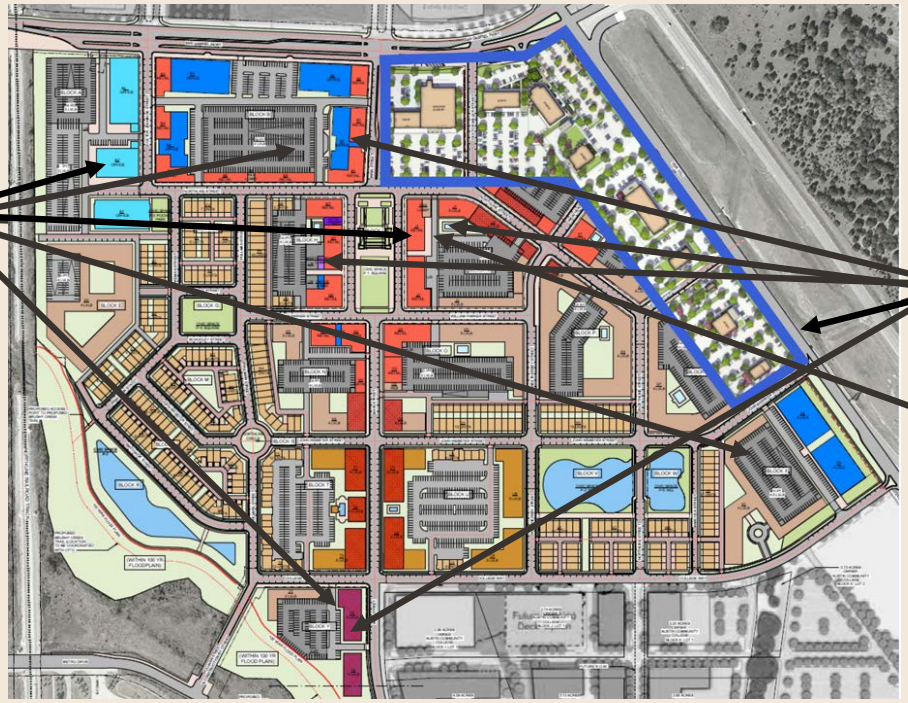
Northline PUD Amendment Summary

- Removal of the Endeavor Retail Area – initial 16.08 acres with the potential for additional adjacent option acreage – from the Northline PUD for development of the Retail pursuant to conventional Retail standards with a 90% Masonry Development Agreement requirement.
- Maintenance of the overall Northline vision with density and walkability throughout the core of Northline, particularly around Town Square, which will set Leander apart from surrounding suburban markets.
- Northline remains the only project within the Leander TOD that meets the intent of the Leander SmartCode standards.
- Northline's land planner, DMSAS, supports the concept of designing certain building frontages directly around Town Square that contain active common uses (Common Area Space) in Residential projects, so long as they are designed with Retail Convertible standards, and high-quality streetscapes.
- Northline's PUD changes have addressed some of the recent/current Council preference for Commercial (and Retail in particular) over Multifamily, whereby Northline has restricted Multifamily in Blocks A&B and the preclusion of the potential for 4 originally planned Multifamily projects in the Endeavor Retail Area/Option Area.

Northline Still Meeting Commercial Objectives

- CoL hired Urban3 in 2018 to present to City Council prior to CoL's approval of the Northline PUD and Northline Development Agreement.
- Urban3 provided CoL with a report showing development objectives using the DMSAS site plan design "at full build-out" of "nearly 300,000 square feet of retail space, more than 2,500 residential units, as well as a hotel, cinema, and over 850,000 square feet of office space."
- Note that these development objectives are to be met "at full build-out," which is to take 20+ years to materialize, but Northline's current plans intend to expedite this build out.
- With Northline's current plans, including Endeavor's site plan design with the Endeavor Retail Area, Urban3 Commercial objectives would be realized.

850,000+ SF of Office
(Located in Blocks A, B, J, X and/or Y)



300,000 SF of Retail
(Located in Blocks A, B, C, D, H, J, K, Q, X and/or Y)

Hotel
(Located in Block J)

Northline Still Meeting Commercial Objectives

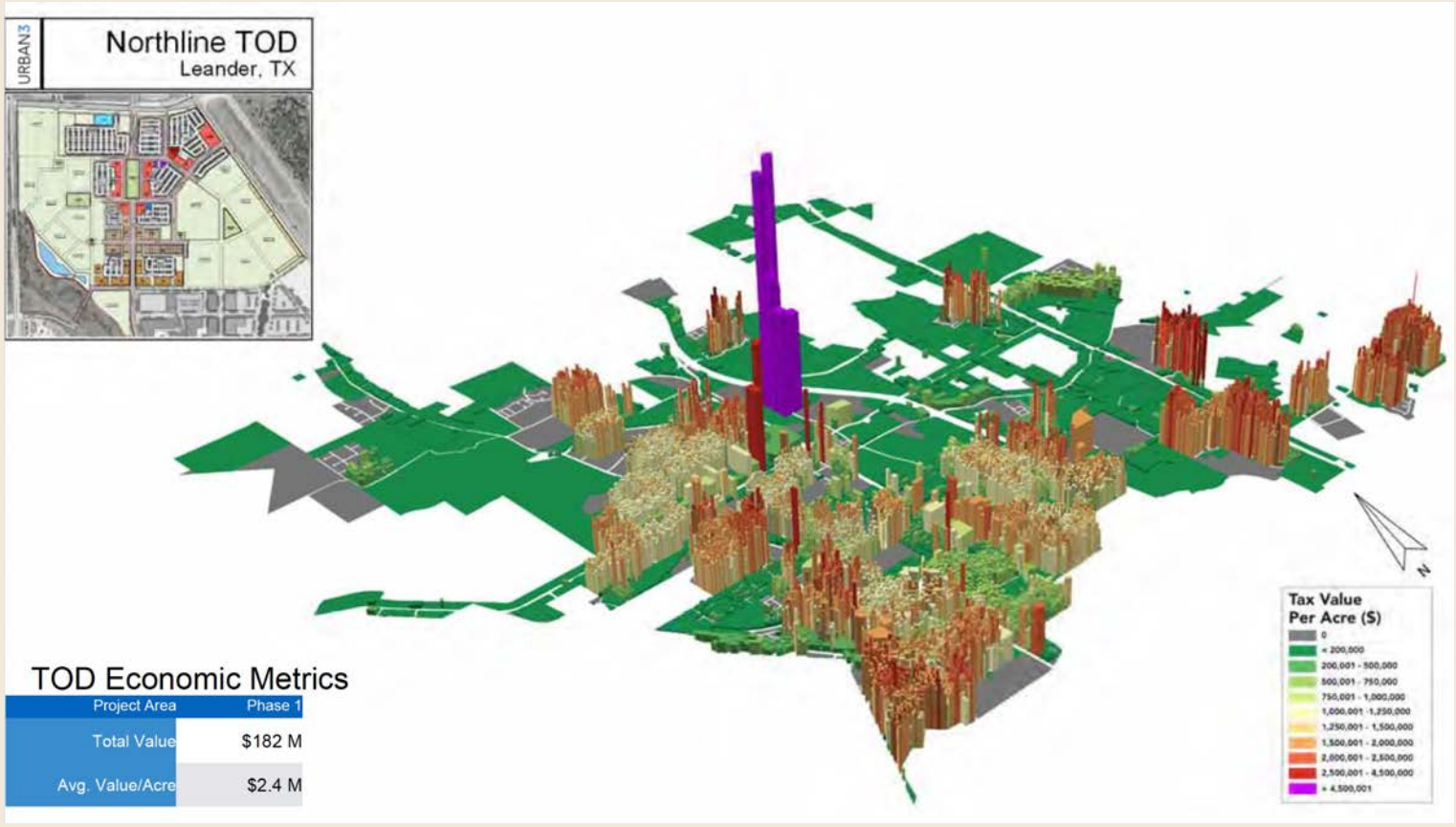
- Endeavor's initial Retail project would deliver certain Urban3 Retail objectives, in an accelerated manner, which otherwise would have taken to the end of the 20+ year timeline. Specifically, the current Northline plan fast tracks a portion of those Retail amenities for the benefit of the CoL community and for the financial benefit to CoL with both property and retail sales tax revenues.
- Endeavor's initial Retail project provides more property and sales tax revenue to CoL on an earlier timeframe than with the previous DMSAS plan phased approach.
  - Please refer to Endeavor's projected property and sales tax generation over a 10-year period in Endeavor's presentation materials.
- Urban3's Commercial objective would be achieved even with a loss of developable acres within Northline given the requirement to construct a 2nd water quality wet pond within the project area (as referenced earlier due to the renegotiation with ACC).

FORMER PLAN

CURRENT PLAN

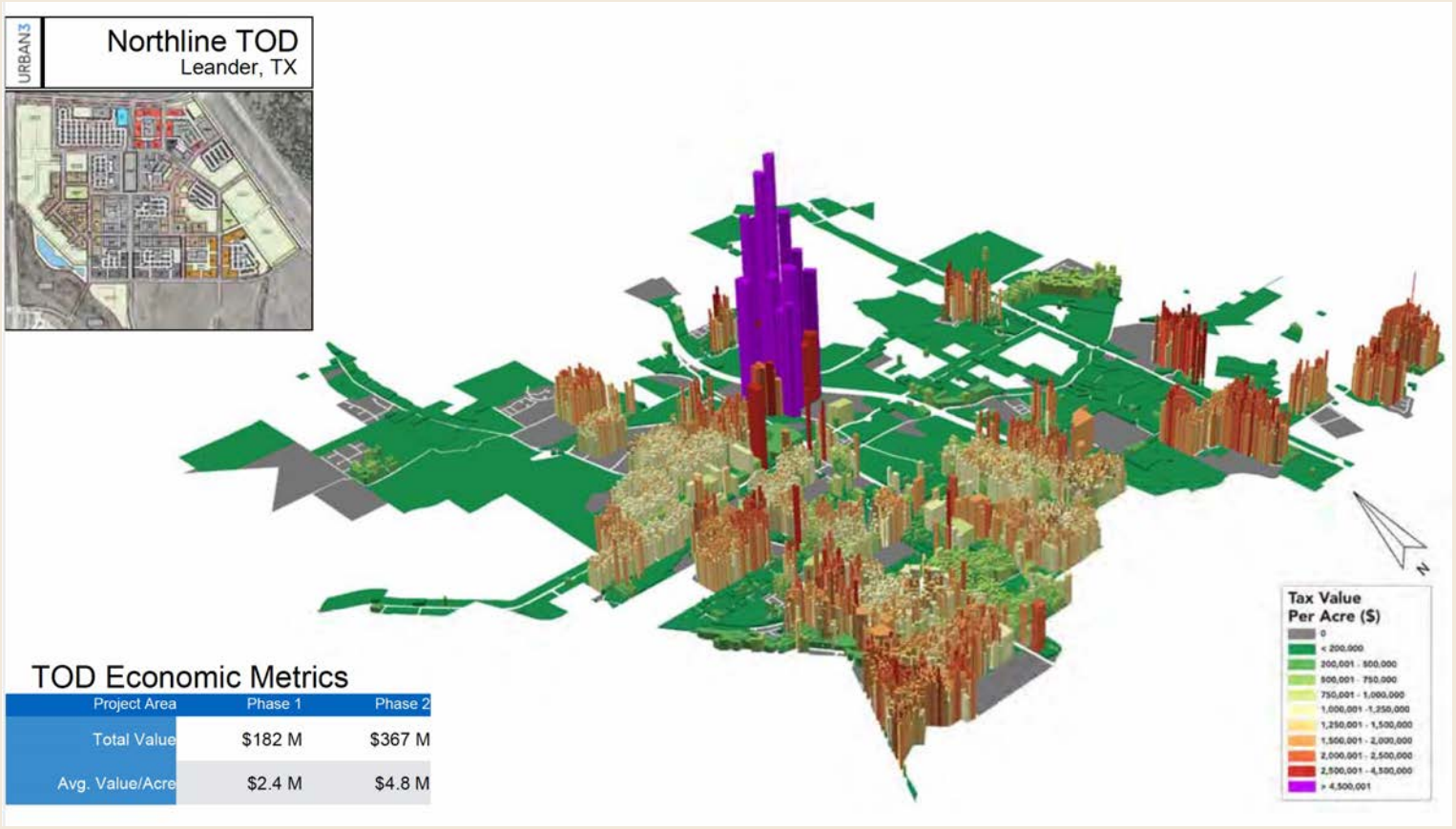
Northline Still Meeting Commercial Objectives – Phase 1

- Urban3 Projections from 2018 – Phase 1 Value of $182M (currently, Northline is well over ½ this value)



Northline Still Meeting Commercial Objectives – Phase 2

- Urban3 Projections from 2018 – Phase 2 Value of $367M

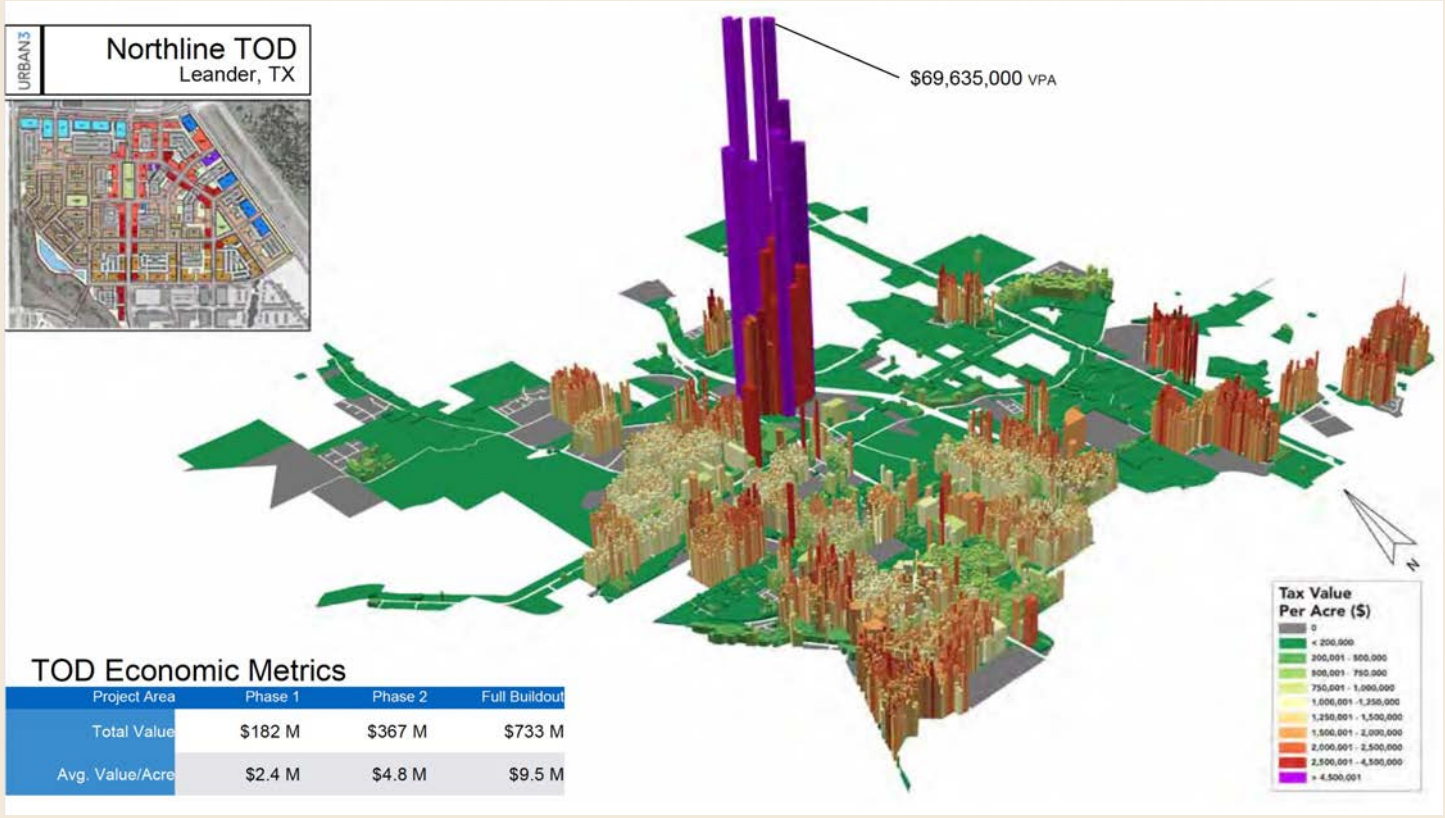


TOD Economic Metrics

Project Area	Phase 1	Phase 2
Total Value	$182 M	$367 M
Avg. Value/Acre	$2.4 M	$4.8 M

Northline Still Meeting Commercial Objectives – Full Buildout

- Urban3 Projections from 2018 – Full Buildout Value of $733M (projected in 2018 after 20+ years); current projects are to reach this valuation in 2032 if all builds out as planned and to reach $1B in value in 2040

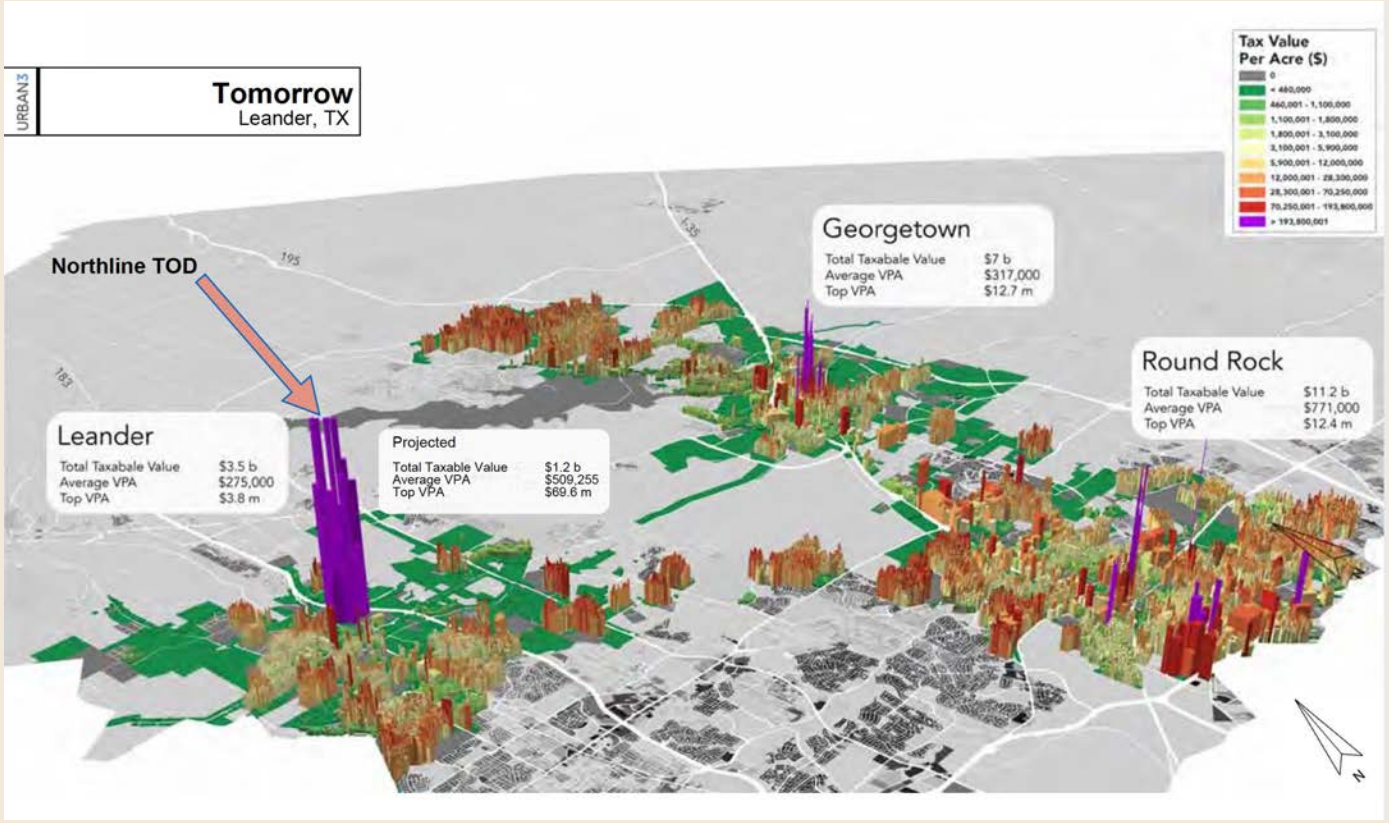


TOD Economic Metrics

Project Area	Phase 1	Phase 2	Full Buildout
Total Value	$182 M	$367 M	$733 M
Avg. Value/Acre	$2.4 M	$4.8 M	$9.5 M

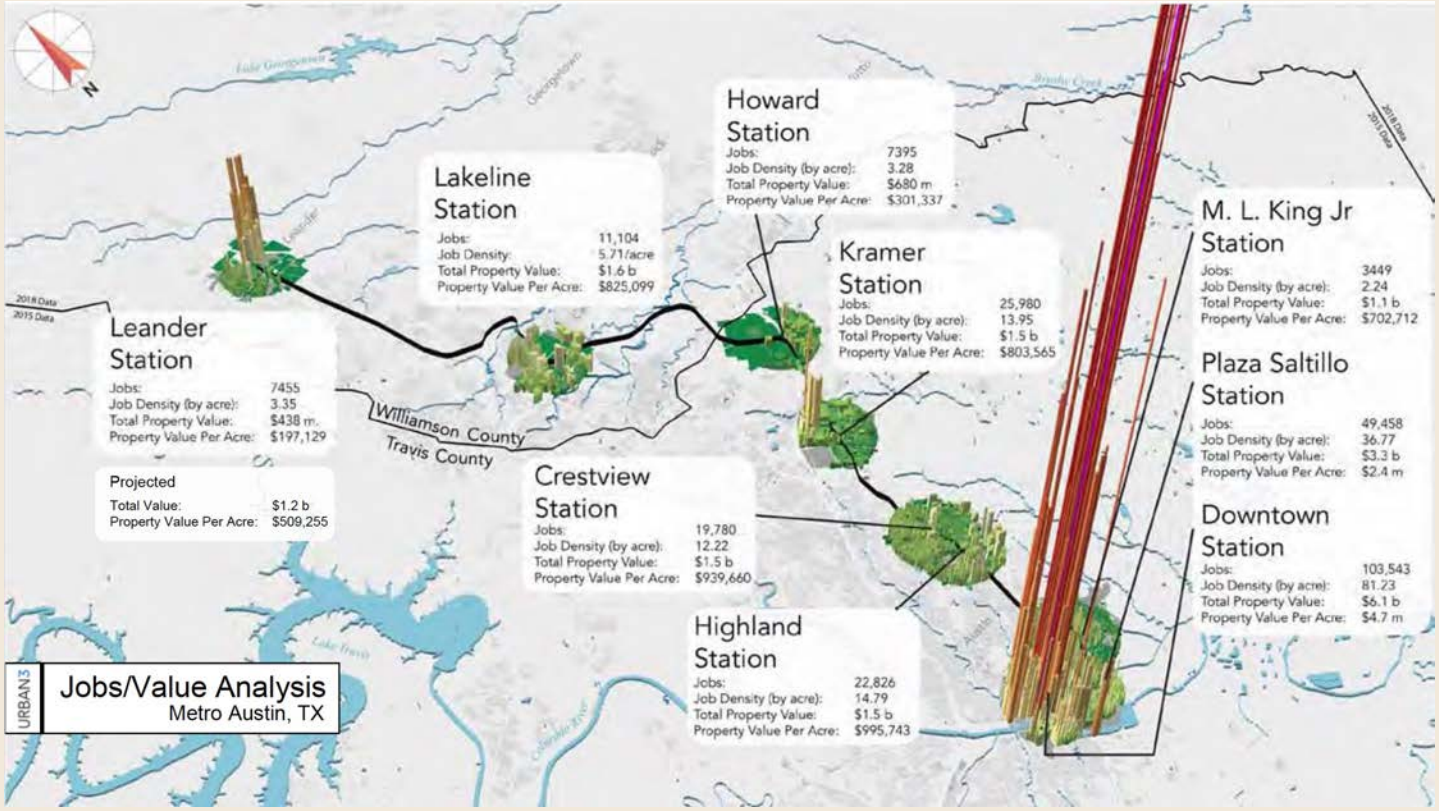
Northline Still Meeting Commercial Objectives – Full Buildout

- Urban3 Projections from 2018 – Full Buildout Value of $733M (projected in 2018 after 20+ years) – Williamson County comparison



Northline Still Meeting Commercial Objectives – Full Buildout

- Urban3 Projections from 2018 – Full Buildout Value of $733M (projected in 2018 after 20+ years) – CapMetro Rail Station comparison



Why Now?

- Northline has the right vertical development partners ready to make meaningful development progress during the next real estate cycle – 2025-2030 – in order to build out Northline's Commercial component as anticipated with St. John Properties for Office, Ryan Companies for Medical Office, a Hotel + Conference/Convention (with the CoL coordination), and Endeavor for Retail – as the former items are reliant upon the Retail development to make the "place."

ENDEAVOR

ST.JOHN PROPERTIES

RYAN

Thank You

Contact Information:

Alex Tynberg
Principal
t 512-496-5373
atynberg@tynberg.com

COTTONWOOD CREEK BREWERY & SMOKEHOUSE

PIE SOCIETY
Pizza · Beer · Spirits

No.	REVISIONS	DATE	BY

Kimley»Horn
10814 JOLLYVILLE ROAD AVALON IV SUITE 200 AUSTIN, TX. 78759
PHONE: 512-418-1771 FAX: 512-418-1791
WWW.KIMLEY-HORN.COM
TEXAS REGISTERED ENGINEERING FIRM F-928

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Bradley Wilkins
STATE OF TEXAS
BRADLEY M. WILKINS
141652
LICENSED
PROFESSIONAL ENGINEER
8/5/2024

KHA PROJECT 069421800	DATE AUGUST 2024	SCALE: AS SHOWN	
		DESIGNED BY: BMW	
		DRAWN BY: JML	
		CHECKED BY: BMW	

EXHIBIT C-2
OPTIONAL SITE AREA EXHIBIT

NORTHLINE
CITY OF LEANDER
WILLIAMSON COUNTY, TEXAS

Plotted By: Wilkins, Bradley Date: August 08, 2024 05:18:42pm File Path: K:\AUS_Civil\069421800-Northline Master Subdivision\Civil\Plan Sheets - Concept Plan\Optional Site Area Exhibit.dwg
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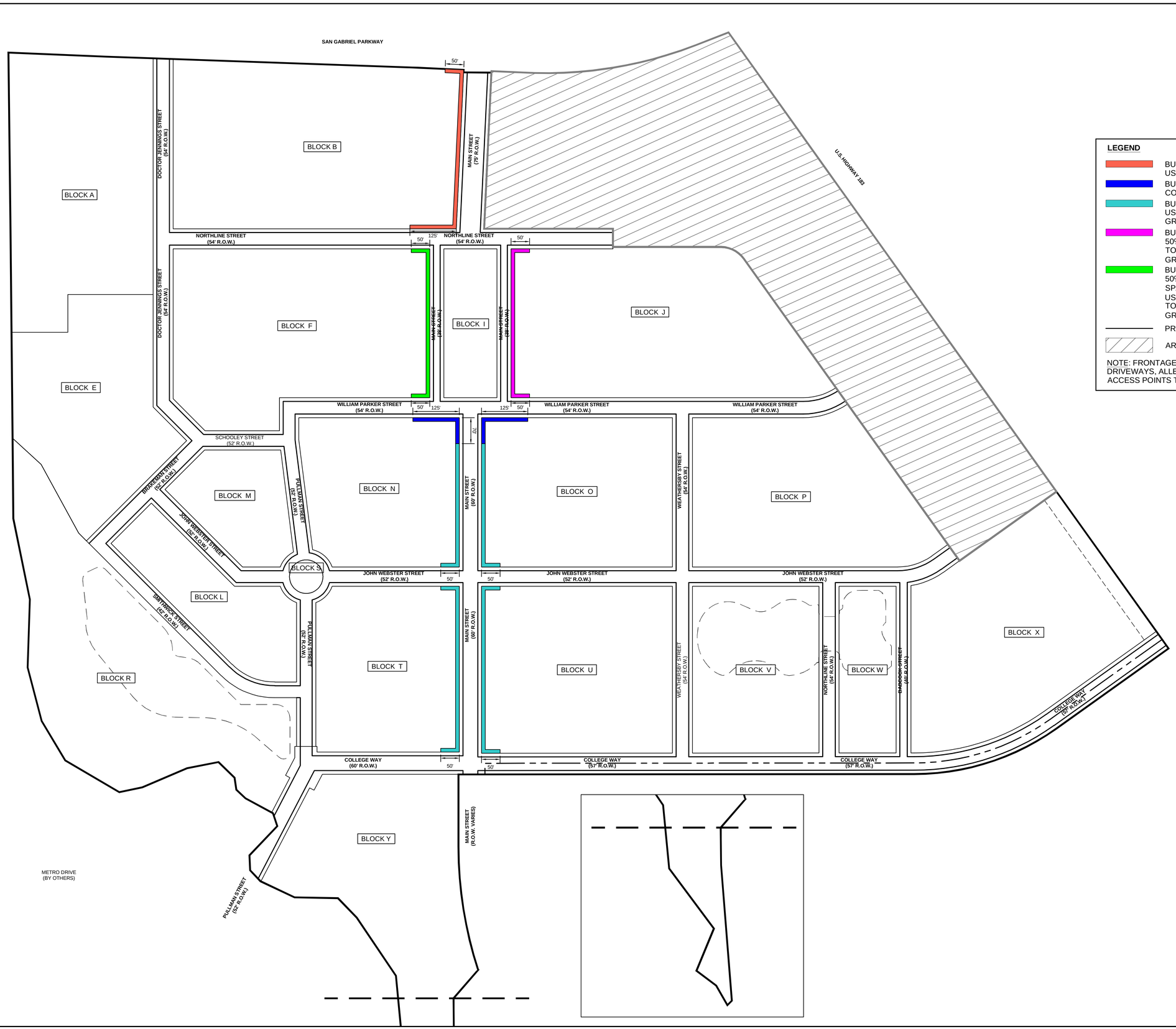

LEGEND

- BUILDING FRONTAGES TO HAVE COMMERCIAL USES AT GROUND FLOOR.
- BUILDING FRONTAGES TO HAVE COMMERCIAL AND/OR COMMON AREA SPACE USES AT GROUND FLOOR.
- BUILDING FRONTAGES TO HAVE COMMERCIAL USES OR CONVERTIBLE TO COMMERCIAL USES AT GROUND FLOOR.
- BUILDING FRONTAGES TO HAVE A MINIMUM OF 50% COMMERCIAL USES, WITH REMAINING FRONTAGES TO BE CONVERTIBLE TO COMMERCIAL USES AT GROUND FLOOR
- BUILDING FRONTAGES TO HAVE A MINIMUM OF 50% COMMERCIAL AND/OR COMMON AREA SPACE (BUT NO LESS THAN 25% COMMERCIAL) USES, WITH REMAINING FRONTAGES TO BE CONVERTIBLE TO COMMERCIAL USES AT GROUND FLOOR
- PROPOSED THOROUGHFARE (R.O.W.)
- AREA TO BE REMOVED FROM NORTHLINE PUD

NOTE: FRONTAGES MAY BE INTERRUPTED BY DRIVEWAYS, ALLEYS, BREAKS BETWEEN BUILDINGS, AND ACCESS POINTS TO CENTER OF BLOCK.

No.	REVISIONS	DATE	BY

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BRADLEY M. WILKINS 141652 LICENSED PROFESSIONAL ENGINEER
8/5/2024

KHA PROJECT	069421800
DATE	AUGUST 2024
SCALE	AS SHOWN
DESIGNED BY:	BMW
DRAWN BY:	JML
CHECKED BY:	BMW

EXHIBIT F
LOCATION OF GROUND FLOOR COMMERCIAL, COMMON AREA SPACE AND CONVERTIBLE COMMERCIAL

NORTHLINE
CITY OF LEANDER
WILLIAMSON COUNTY, TEXAS

SHEET NUMBER
10

Plotted By: Wilkins, Bradley Date: August 05, 2024 05:15:19pm File Path: K:\AUS_Civil\069421800-Northline Master Subdivision\Civil\Plan Sheets - Concept Plan\PUD Exhibit F.dwg
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Profile + Case Studies

About Us

Company Overview

At Endeavor, we've built our continued success on a simple formula. Approach every relationship with integrity, and treat every project like it's in our own backyard. With this formula, we've grown steadily since 1999, through some of history's most turbulent market conditions. It's the foundation for projects that are built to last, and for a company dedicated to the needs of property owners, investors, tenants, and the community. It's doing the right thing, for the right reasons. ***It's our Endeavor.***

Endeavor Real Estate Group is a full-service commercial real estate company headquartered in Austin, Texas. From developing placemaking high-rise multifamily throughout the nation to owning and operating some of Austin's largest outdoor shopping centers and office buildings in downtown Austin, Endeavor creates value through the development, acquisition, management and leasing of mixed-use, multifamily, retail, office and industrial properties. Since its inception, Endeavor has developed and/or acquired over 28.4 million square feet of realized commercial real estate. With 230 employees, 13,000+ multifamily units in planning, under construction, in leasing, 9.2 million square feet of office, industrial and retail space under management and 3.7 million square feet currently under construction, Endeavor is the largest full-service commercial real estate firm in Austin and a premier, award-winning firm nationally.

Our Portfolio

Endeavor and its partners have acquired or developed over $5.4 billion of real estate assets, capitalized with $3.3 billion of debt and $2.1 billion of equity.

Current Holdings

- 13,000+ multifamily units in planning, under construction, in leasing
- Over 34.4 million SF owned, leased or managed
- Over 3.7 million SF under construction

Since Our Founding

28.9 million SF acquired/ developed/in development

Property Types

Multifamily, mixed-use, office, retail, industrial, self-storage and land

Current Markets

Properties Owned and/or Developed

- Texas
- Tennessee
- Colorado
- Utah
- California
- North Carolina

ENDEAVOR

Our Real Estate Services

Development

Endeavor Real Estate Group has an extensive track record in developing and redeveloping a broad spectrum of commercial real estate including office, retail, multifamily and mixed-use projects. We have developed and/or acquired over 28.9 million square feet of commercial real estate since forming in 1999, currently have 3.7 million square feet under construction in Texas, Tennessee, Colorado, and Utah and are ranked as one of Austin's top real estate developer.

As an owner or developer, you can rely on our team's successful track record from the initial site selection through planning, zoning, identifying credit retailers, and negotiating leases.

Project Leasing

Considered one of the premier leasing groups in Texas, our project leasing division provides a comprehensive spectrum of commercial real estate brokerage services, including a strategic approach to creating and enhancing real estate value.

Our leasing professionals are experienced, resourceful, and dedicated to providing the highest level of service and attention to detail. By combining our ownership-minded style with marked integrity and a successful track record as owners and project leasing agents, we help clients make the most sound and informed decisions possible.

Our Real Estate Services

Tenant Representation

In addition to their expertise in retail, office, and industrial properties, our Tenant Rep professionals consistently rank among the top tenant reps in the city and have outstanding relationships with respected, well-known brands.

From Target to Amy's Ice Cream, Home Depot to Cuvee Coffee, and Chipotle to Royal Blue Grocery, we've had the opportunity to work with a variety of top national and local brands.

Buck Cody

Managing Principal

17 years at Endeavor

RELEVANT EXPERIENCE

As Managing Principal

- With a focus on retail pad development, Buck has sponsored or co-sponsored the acquisition and/or development of 30+ assets spanning multiple product types.
- Buck has been an active member of Endeavor's Investment Committee since 2017 and serves on the five-member Operating Committee that is responsible for running the Endeavor Platform.
- Represents select national retailers and restaurants throughout central, south, and west Texas and has completed over 330 lease and sale transactions with a total consideration in excess of $525MM.
- Has directly participated in the acquisition and/or development of three million square feet with a total market value of $875MM+

SELECT ENDEAVOR PROJECT INVOLVEMENT

- Lyndon at Springtown

EDUCATION

- Bachelor of Arts – The University of Texas at Austin

PROFESSIONAL INVOLVEMENT

- Member of the International Council of Shopping Centers
- Advisory Council Member of The University of Texas Real Estate Finance and Investment Center
- Board of Directors for Opportunity Austin

COMMUNITY INVOLVEMENT

- Member of The University of Texas T-Association
- Past Board of Directors Member of The First Tee of Greater Austin

Charlie Northington

Managing Principal

19 years at Endeavor

RELEVANT EXPERIENCE

As Managing Principal

- Charlie focuses on retail development and mixed-use urban infill development. He is a member of Endeavor's Investment Committee.

Since joining Endeavor

- Charlie's talents were instrumental in the development of several of Endeavor's major, large-scale projects including Fort Worth Trinity Left Bank, The Parke, Austin Bluffs in Colorado Springs, the 5 Hills Project, and 1890 Ranch.

SELECT ENDEAVOR PROJECT INVOLVEMENT

- Shops at Five Hills
- The Parke
- 1890 Ranch
- Trinity at Left Bank

EDUCATION

- Bachelor of Arts – The University of Texas at Austin

PROFESSIONAL INVOLVEMENT

- Member of the Real Estate Council of Austin
- Member of the International Council of Shopping Centers

COMMUNITY INVOLVEMENT

- Member and Community Advisory Board at the Helping Hand of Austin
- Past Gala Chairperson at Dell Children's Hospital

Mixed-Use Projects

Belterra Village

Project Details

Located in Dripping Springs at Hwy 290 & Nutty Brown Road, Belterra Village was conceived to be a different type of suburban project that delivered a mixed-use project to a suburban community. At full build out, the 200,000 SF development will feature retail, medical office, hotel, single family and multi-family residences. With a focus on local tenants, Belterra Village's line-up includes Sky Cinemas (which is owned by the same team as Violet Crown), Breed and Company, Torchy's Taco's, Hat Creek Burger, Juiceland, Pieous, and The League.

Location

Dripping Springs, TX

Product

200,000 SF Retail Development

Year Built

2018

Southpark Meadows

Project Details

Southpark Meadows is a 425-acre master planned development located in Austin, Texas at the southwest corner of Slaughter Lane and IH-35. Southpark Meadows features approx. 1.6 million square feet of retail, 670 family units, 375 single family homes, 150 townhomes, office condos, and 40 acres of dedicated parkland. Southpark Meadows is the largest retail shopping center in Austin today. Southpark Meadows serves the daily shopping needs of the ever increasing South Austin population while at the same time quickly establishing itself as a regional draw for shoppers from the neighboring cities of Buda, Kyle, and San Marcos. Anchor tenants include Sam's Club, Walmart, SuperTarget, Cinemark, JC Penny, and Ashley Furniture.

Location

Austin, Texas

Project Size

- 1.6 MM SF Retail
- 670 Units
- 375 Single Family Homes

Year Built

- Phase I: 2003 - 2005
- Phase II: 2005 - 2009
- Phase III: 2005 -2014

Status

Sold

Dry River District

Project Details

Endeavor is developing this 65-acre commercial parcel in Kyle, TX, located at the southwest corner of IH-35 and Kyle Crossing.
Dry River District will be predominately retail in a horizontal mixed-use commercial development that will include medical, hotel, and multifamily space totaling approximately 200,000 square feet.
The retail space will face IH-35 and is currently anchored by Evo Entertainment and Home Depot. The Project also includes a +/- 15-acre multifamily tract to the West.

Location

Kyle, Texas

Project Size

- +/-200,000 SF
- 342 Multifamily Units

Status

Under Construction

Domain Northside

Project Details

Endeavor completed and sold Phase III, which included 610,000 square feet of retail space, 563 multifamily units, and the 173 room Archer Austin boutique hotel, in a joint venture with Columbus Realty and Northwood Investors. This phase's Rock Rose dining and entertainment district has created intense local interest in the project by prominently featuring local culinary favorites. With this latest phase of the project, Endeavor has now master-developed 1.2 million square feet of retail space and 1.7 million square feet of office space at the Domain, and held a limited partner interest in 1,650 multifamily units developed by Columbus Realty.

Location

Austin, Texas

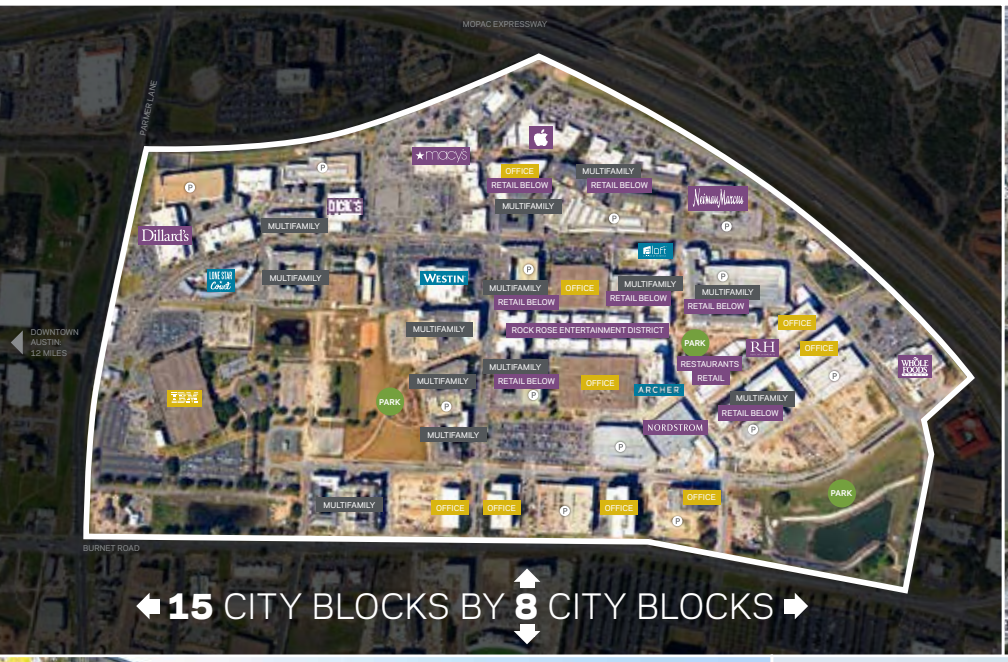
Product

- 1,650 Multifamily Units
- 1.7mm SF Office
- 1.2mm SF Retail
- 303 acres

Status

- Built - Phased 2006-Present
- Sold 2019

The Domain


MOPAC EXPRESSWAY
PARMER LANE
BURNET ROAD
DOWNTOWN AUSTIN: 12 MILES
macy's
Dillard's
Neiman Marcus
WESTIN
ROCK ROSE ENTERTAINMENT DISTRICT
RH
ARCHER
NORDSTROM
WHOLE FOODS
PARK
OFFICE
MULTIFAMILY
RETAIL BELOW
RESTAURANTS
RETAIL
15 CITY BLOCKS BY 8 CITY BLOCKS

NORDSTROM

FLOWER CHILD

LAVACA

Saltillo

Project Details

Saltillo is occupies 5 of the 6 contiguous city blocks (10.15 acres) located on 5th street adjacent to the east side of I-35. Endeavor secured the development site through a competitive RFP process run by Capital Metro (Austin's public transportation agency), which will continue to own the site and has ground leased the property to the Sponsor for 99 years. Saltillo consists of 152,000 square feet of office, 116,600 square feet retail space and 803 apartment units.

Endeavor and Columbus Realty co-developed this asset.

Location

Austin, Texas

Product

- 803 Multifamily Units
- 152,000 SF Office
- 116,600 SF Retail

Status

- Completed 2020
- Sold 2021

The Lyndon at Springtown

Project Details

Endeavor developed The Lyndon at Springtown, a 215,907 SF student housing mixed-use project adjacent to the Springtown Shopping Center in San Marcos, TX. With 34,000 SF podium-style retail on the ground floor and a parking deck behind the center, the 233 unit/515 bed student housing project is a naturally integrated part of the shopping center.

Location

San Marcos, Texas

Product

- 215,907 RSF Student Housing
- 233/ 515 Multifamily Units
- 34,000 RSF Retail
- 6.5 Acres

Status

Sold 2019

Retail Projects

The Parke

Project Details

The Parke is a retail power center located in Cedar Park, Texas at East New Hope Drive & 183 A Frontage Road. The Parke features 380,000 square feet of retail space. Anchor tenants include Whole Foods 365, Dick's Sporting Goods, Field & Stream, Nordstrom Rack, Michaels, Marshalls, and Ulta.

Location

Cedar Park, TX

Product

380,000 SF Retail Development

Year Built

2017

Status

Sold

1890 Ranch

Project Details

1890 Ranch is an 850,000 square foot lifestyle power center, anchored by SuperTarget, Cinemark, Academy Sports & Outdoors, Gold's Gym, Hobby Lobby, Office Max, Ross, and PetSmart. The shopping center is located at the northeast corner of FM 1431 and 183A in Cedar Park, Texas.

Location

Cedar Park, TX

Product

850,000 SF Retail Development

Year Built

2008

University Oaks

Project Details

University Oaks is a 600,000 square foot retail power center, shadow anchored by IKEA with national tenants Petsmart, DSW, Ross Dress for Less, and R.E.I. The shopping center is located at the southeast corner of I-35 and University Oaks Blvd in Round Rock, TX near TSU Round Rock campus and Baylor Scott & White Medical Center.

Location

Round Rock, Texas

Project

- 600,000 SF Retail Development

Year Built

- 2008

6555 Burnet Road

Project Details

6555 Burnet Road is a 14,429 square foot retail redevelopment on the Burnet Road corridor in Austin, Texas. 6555 Burnet Road is located in a well-populated residential area, but one that previously lacked the stylish dining options many other Austin neighborhoods boast. It was important for Endeavor to recruit the best local Austin restaurant tenants to lead the renovation in order to maintain the character and special nature of the street and neighborhood. By attracting Barley Swine, Lick and Bufalina Due, and through the strength of the building's design, 6555 Burnet Road become a centerpiece in the revitalization of the surrounding area. Prior to the re-design, the existing strip mall housed two tenants located between vacant storefronts that had outlived their usefulness. Today, the high-profile tenants have made it a destination recognized far beyond Austin.

Location

Austin, TX

Product

14,429 SF Retail Redevelopment

Year Redeveloped

2015

5520 Burnet Road

Project Details

5520 Burnet Road was previously home to Austin Plumbing Supply. The 5,073 SF building suffered from a high degree of deferred maintenance and disrepair when Endeavor acquired it in 2011.

Endeavor recruited two local restaurant tenants ensuring the character of Burnet Road maintained a unique local flair. In fact, 5520 Burnet Road became home to the very first brick & mortar location for The Peached Tortilla, now one of Austin's most beloved local restaurants. In addition, Endeavor recruited Taco Flats to be re-born and to come back to life from its prior heyday in the late 1970's. Both restaurants now comfortably co-exist in a completely renovated building in the heart of the Allandale neighborhood of Austin.

Location

Austin, TX

Product

5,073 SF Retail Redevelopment

Year Redeveloped

2013

ENDEAVOR
REAL ESTATE GROUP

500 West 5th Street
Suite 700
Austin, Texas 78701
512.682.5500
endeavor-re.com

AGENDA ITEM # 8

EXECUTIVE SUMMARY
9/19/2024

AGENDA SUBJECT:
Leander History

BACKGROUND:

HISTORY/TIMELINE:

APPLICANT/AGENT:

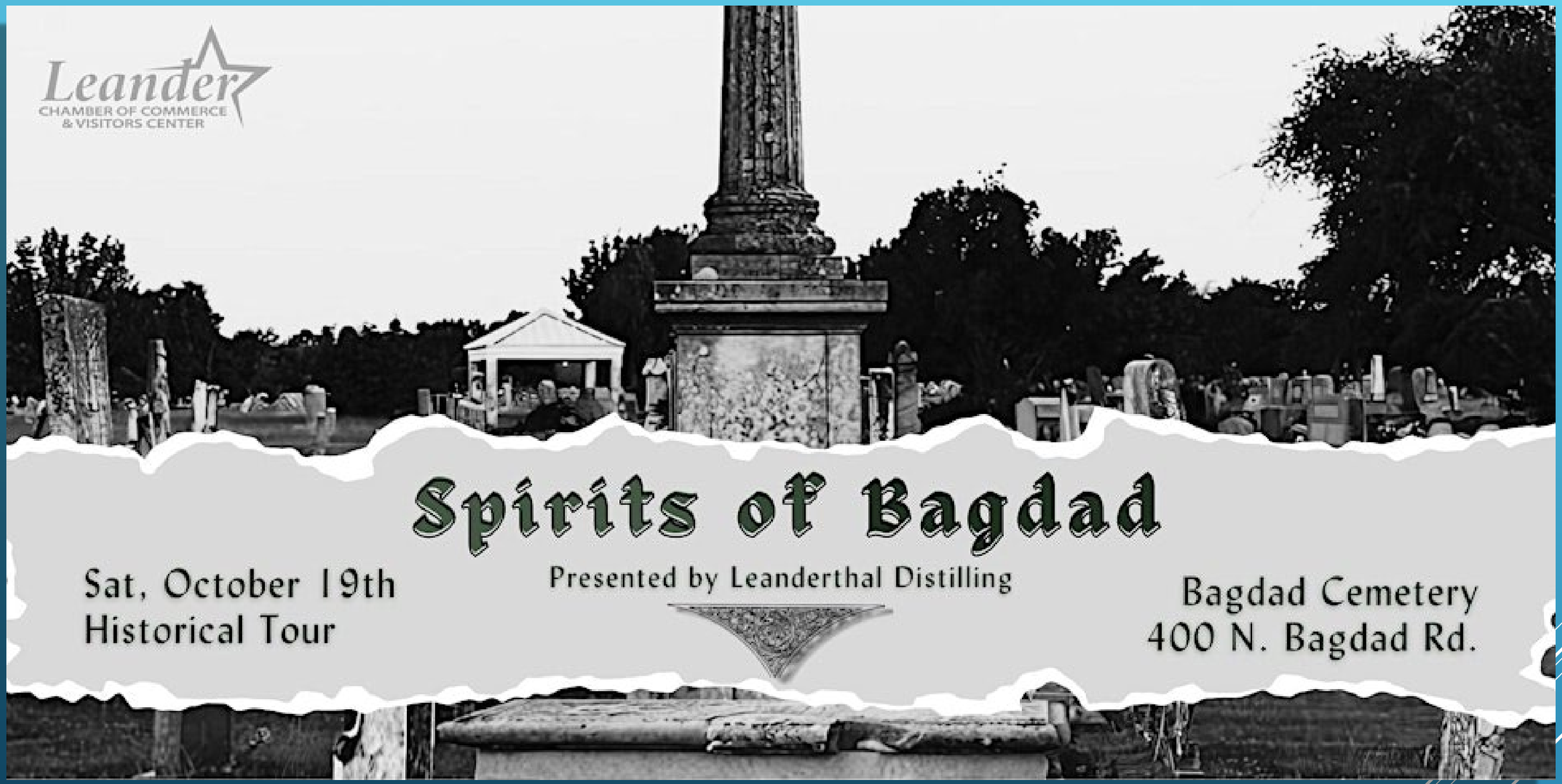
RECOMMENDATION:

PRESENTER:
Kat Howell, Historical Preservation Commissioner

Fiscal Impact

Attachments:

1. Leander History


Leander
CHAMBER OF COMMERCE
& VISITORS CENTER
Spirits of Bagdad
Presented by Leanderthal Distilling
Sat, October 19th
Historical Tour
Bagdad Cemetery
400 N. Bagdad Rd.

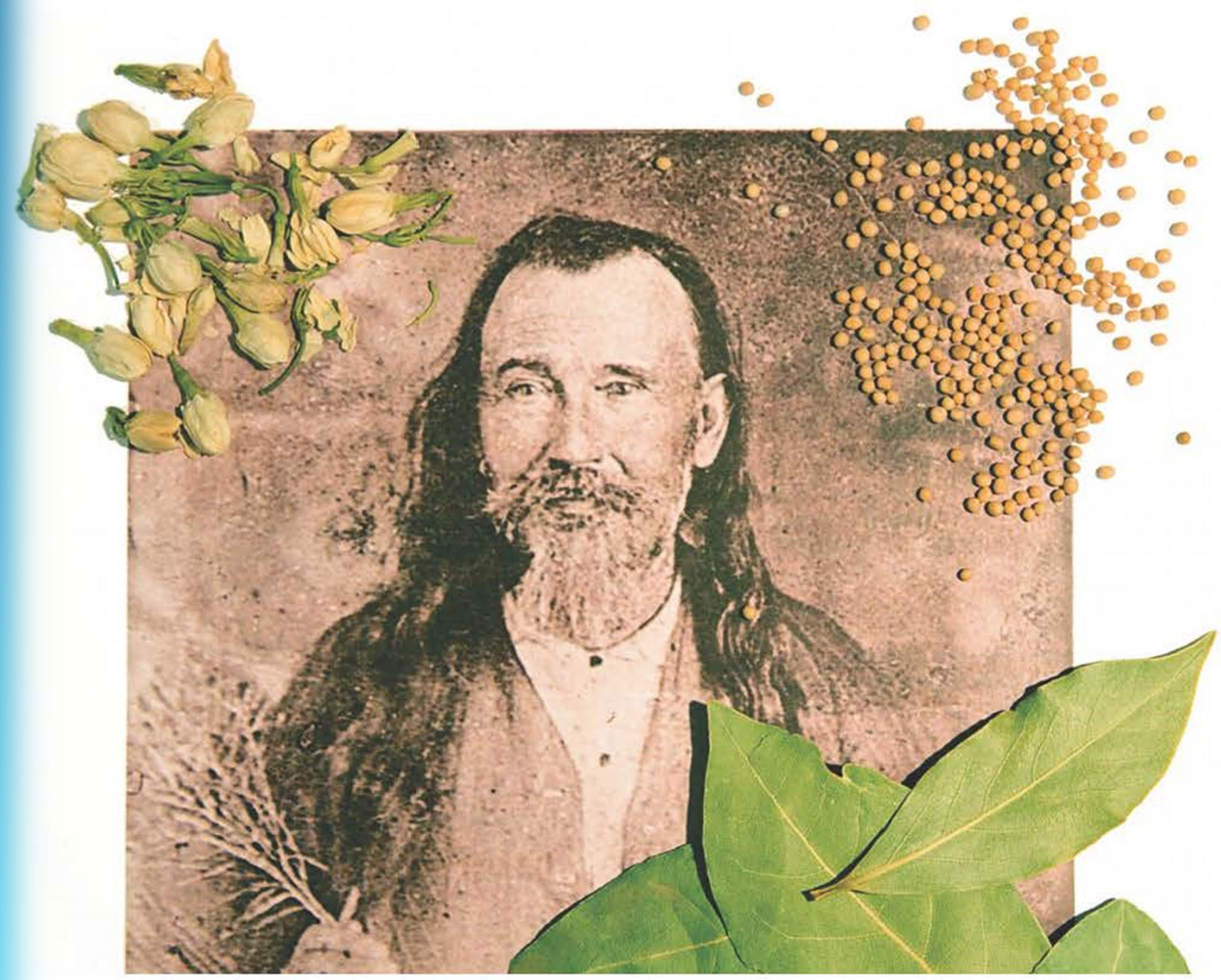
Texas Co-op Power

TEXAS HISTORY

The Old Indian Doctor

Crumley treated ailments in 19th-century Texas with roots, seeds, bark and plants

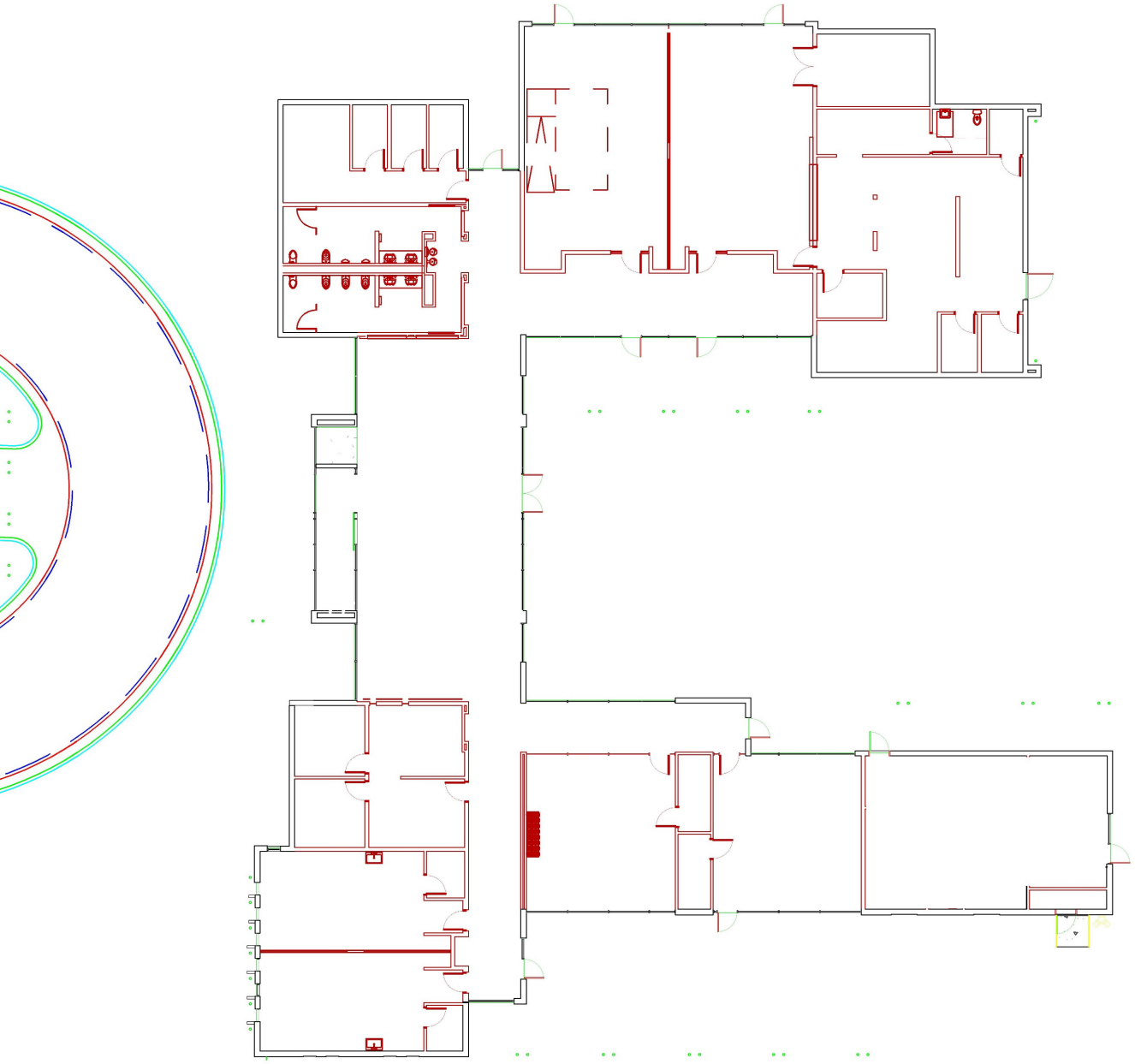
BY GENE FOWLER • MARCH 2015



Original photo courtesy Jane McMillin. Photo Illustration Randall Maxwell.

Leander Senior Activity Center

Leander Senior Activity Center

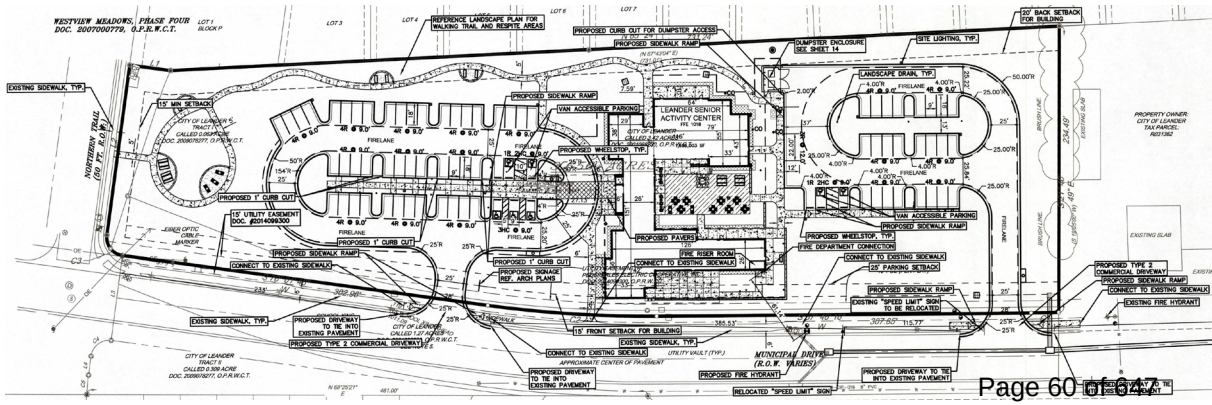


Purpose

The project will relocate the current facilities from Bagdad Road to City land on Municipal Drive.

Benefits

Provides a much larger permanent facility with dedicated program spaces to house services and activities for the active adult community of Leander.



Leander Senior Activity Center Timeline

- **May 29, 2024** Project Groundbreaking
- **Summer 2024** Utility tie-ins and driveway approaches completed
- **September 2024** Pour building foundation slab
- **October 2024 – November 2024** Receive and erect building structural steel
- **November 2024 – December 2024** Frame and close-in building
- **Q1 2025** Projected project completion

QUESTIONS

?

RAIDER WAY & WOODVIEW DR IMPROVEMENTS

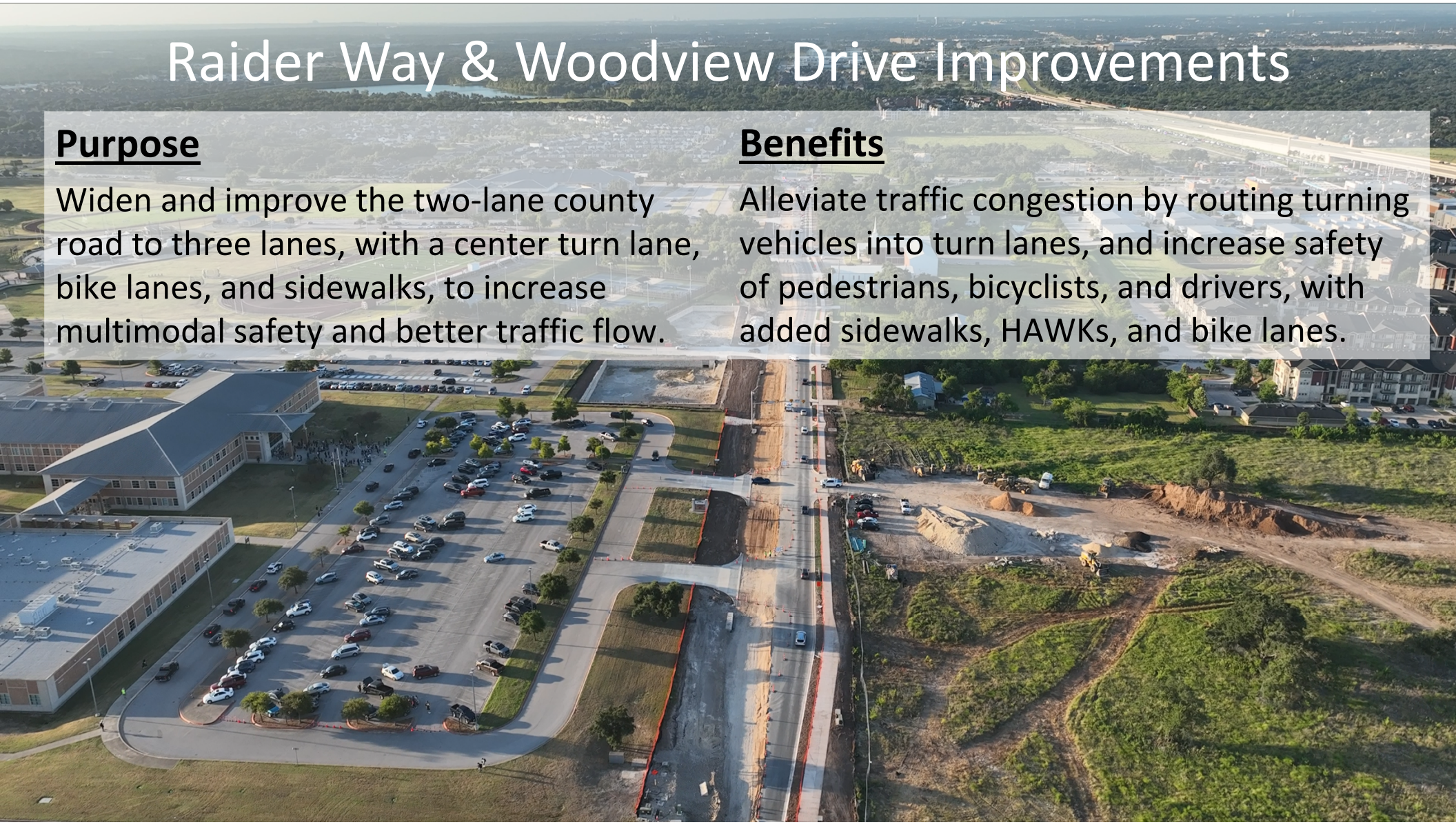
Raider Way & Woodview Drive Improvements

Purpose

Widen and improve the two-lane county road to three lanes, with a center turn lane, bike lanes, and sidewalks, to increase multimodal safety and better traffic flow.

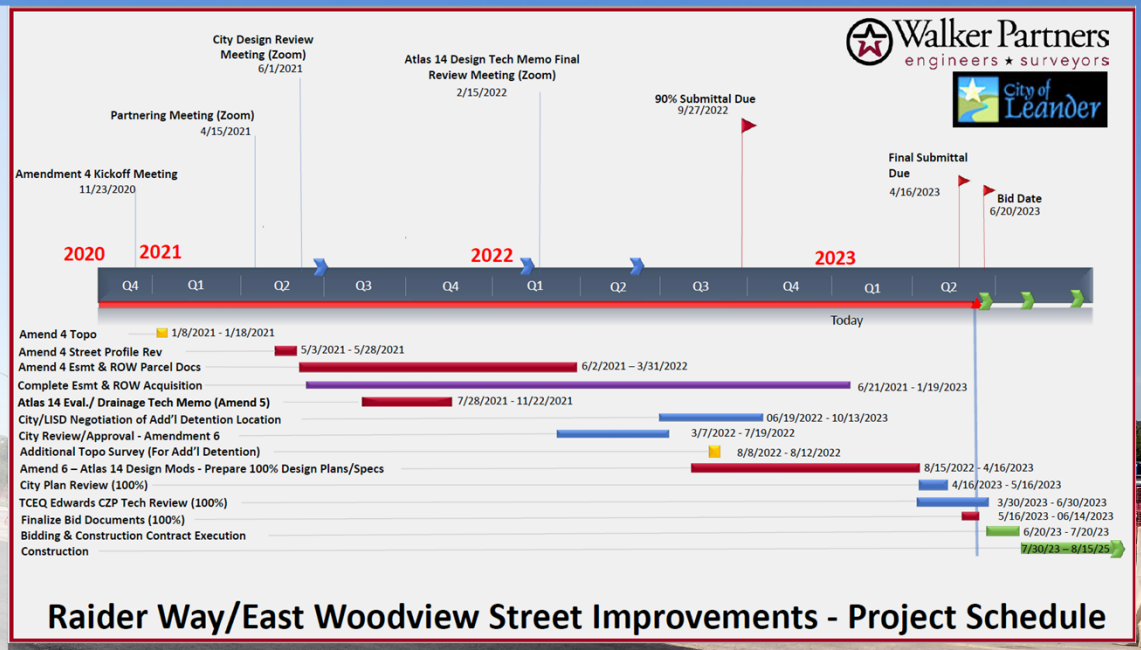
Benefits

Alleviate traffic congestion by routing turning vehicles into turn lanes, and increase safety of pedestrians, bicyclists, and drivers, with added sidewalks, HAWKs, and bike lanes.



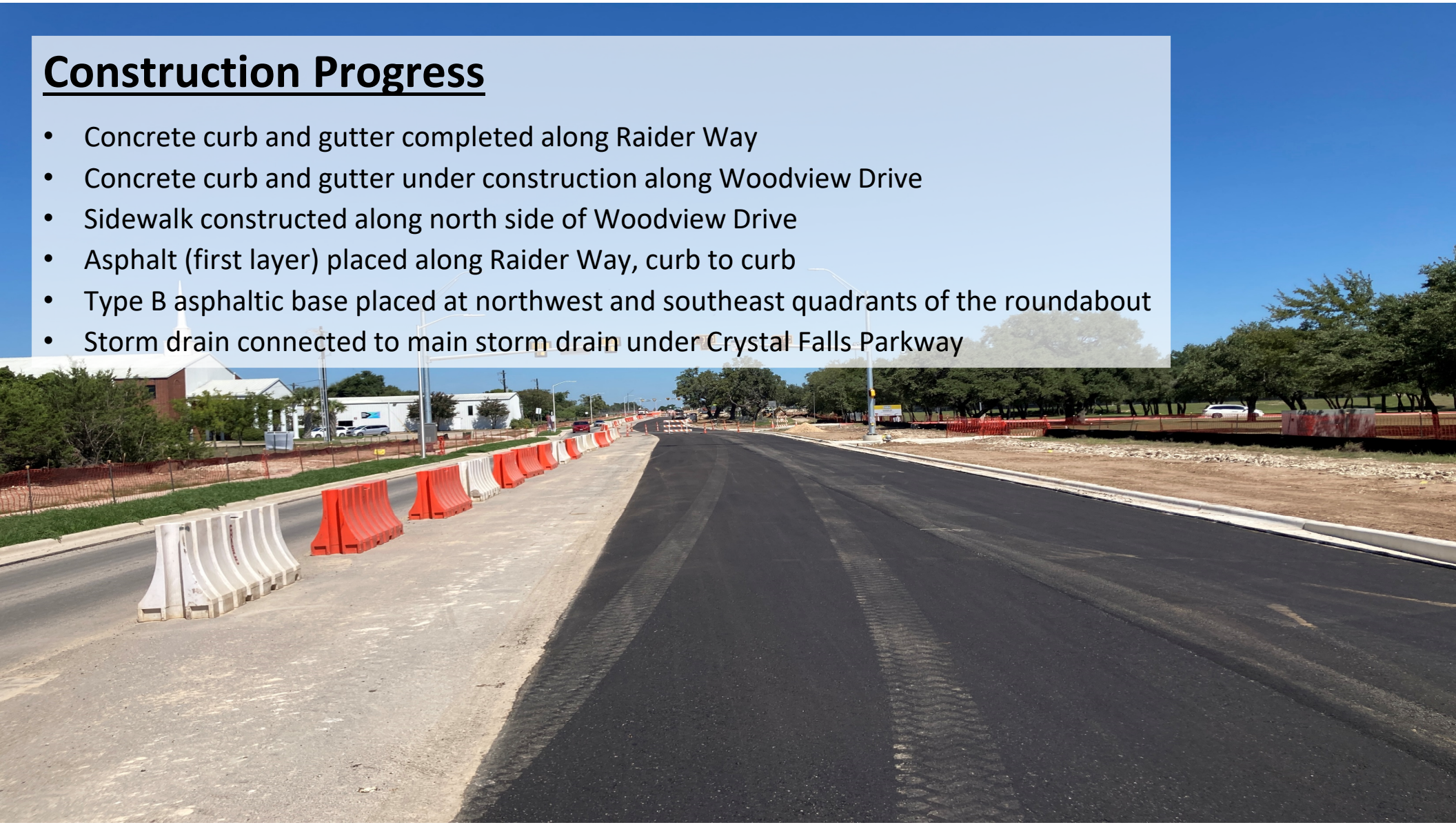
Raider Way & Woodview Dr Improvements Timeline

- **May 2023** Engineered designs completed
- **June 2023** Project bid
- **July 2023** Construction contract awarded
- **Aug. 2023** Excavation and demolition began
- **Mar. 2024** South lane of Woodview demolished. One-way only on Woodview
- **June 2024** Raider Way closed to one-way only
- **Aug. 2024** Raider Way / Woodview intersection demolished. Traffic flow pattern reversed
- **Nov. 2024** Raider Way potentially returns to two-way traffic
- **Feb. 2025** Woodview Dr. potentially returns to two-way traffic
- **July 2025** Substantial Completion



Construction Progress

- Concrete curb and gutter completed along Raider Way
- Concrete curb and gutter under construction along Woodview Drive
- Sidewalk constructed along north side of Woodview Drive
- Asphalt (first layer) placed along Raider Way, curb to curb
- Type B asphaltic base placed at northwest and southeast quadrants of the roundabout
- Storm drain connected to main storm drain under Crystal Falls Parkway



QUESTIONS

?

EXECUTIVE SUMMARY
9/19/2024

AGENDA SUBJECT:
Approval of the minutes for meetings held on September 5, 2024 and September 10, 2024.

BACKGROUND:
Attached are the minutes for the regular meeting held on September 5, 2024 and the special meeting held on September 19, 2024.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:
Dara Crabtree, City Secretary

Fiscal Impact

Attachments:

1. Draft Minutes 09.05.2024
2. Draft Minutes 09.10.2024

MINUTES
CITY COUNCIL MEETING
CITY OF LEANDER, TEXAS

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, September 5, 2024
Briefing Workshop at 6:00 PM
Regular Meeting at 7:00 PM

Mayor – Christine DeLisle	**Place 4 – Na'Cole Thompson, Mayor Pro Tem**
Place 1 – Kathryn Pantalion-Parker	**Place 5 – Chris Czernek**
Place 2 – Michael Herrera	**Place 6 – Becki Ross**
Place 3 – David McDonald	**City Manager – Todd Parton**

BRIEFING WORKSHOP - CONVENE AT 6:00 PM

1. Open Meeting.

   Opened meeting at 6:00 p.m.

2. Roll Call.

   Roll call reflected all present.

3. Joint discussion with the Planning and Zoning Commission regarding Comprehensive Plan update scheduled for Fiscal Year 2025, processes and procedures for establishing a multi-year Capital Improvement Program, and the development standards and approval processes.

   Discussion included: critical path issues; City Council Vision; water capacity; comprehensive plan update; composite zoning ordinance; Capital Improvements Program; water resolution; rezoning priorities; project phasing; code updates; multi-year program for Capital Improvement Program; City Charter requirements regarding Capital Improvement Plan; project prioritization; CIP Financing Sub-Committee; are conditional improvements possible for construction projects approved now but built in the future if have water concerns; transition between existing neighborhoods with new commercial construction; desire explanation why Council votes differently from Planning and Zoning Commission; understanding other considerations; community survey; and growth of Planning and Zoning Commissioners.

   Adjourned briefing workshop at 6:50 p.m.

REGULAR MEETING – CONVENE AT 7:00 PM

4. Open Meeting, Invocation and Pledges of Allegiance.

   Opened meeting at 7:02 p.m.; Councilmember Herrera provided the invocation; and Mayor DeLisle led the Pledges of Allegiance.

5. Roll Call.

Roll call reflected all present.

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

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

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

Marshall Hines, 1801 Montana Court - commented on sidewalk disrepair in front of Camacho Elementary.

Sammy Panzarino, 600 Wicklow Drive - commented on Leander Public Arts and Culture Commission.

Yvette Smith, 1062 W. South Street and Dinita Caldwell, 212 Covala Drive, Cedar Park provided comments only to be added to the meeting record via the website.

7. Recognitions/Proclamations/Visitors.

- Proclamation recognizing September as Capital Area Council of Governments (CAPCOG) Preparedness Month

8. Staff Report.

- San Gabriel Phase 2 Update

Update included: purpose; benefits; timeline; and Phase 3 timeline.

CONSENT AGENDA: ACTION

Mayor DeLisle stated Item 22 has been pulled from the agenda and will be brought back at a future meeting. Item 13 has been pulled from the consent agenda and will be considered separately.

Motion: Approve consent agenda items 9 through 12,14 through 21 and 23 through 25.

By: Councilmember Ross
Seconded: Councilmember Pantalion-Parker

Vote: 7 - 0

9. Approval of the minutes for meeting held on August 15, 2024.

10. Approval of an Ordinance amending Ordinance 23-056-00 to amend the City of Leander Fiscal Year 2024 Annual Budget.

11. Acceptance of the Quarterly Investment Report for the period ending June 30, 2024.

12. Approval of bid for construction and City participation in oversizing costs of wastewater lines for Edgewood Phase 2, Section 1, according to the terms outlined in the Edgewood Subdivision Development Agreement (Section 4.02.a (2) and (3)); and authorize the City Manager to execute any and all necessary documents.

13. Approval of Task Order DRAIN-DAI-CIPS23-019-01 with Doucet & Associates, Inc. to provide engineering solutions to mitigate the existing drainage flows from Fire Station #1 towards the residences of Oak Creek subdivision in the amount not to exceed $54,685.00; and authorize the City Manager to execute any and all necessary documents.

    Motion: Approve Task Order DRAIN-DAI-CIPS23-019-01 with Doucet & Associatees, Inc.

    By: Councilmember Ross
    Seconded: Councilmember McDonald

    Vote: 7 - 0

14. Approval of an Ordinance amending Article 13.11, Cross Connection and Backflow Prevention Program, providing for annual testing of residential fire protection systems at the expense of the customer, clarify customer responsibility for costs incurred to install, operate, and maintain backflow prevention assemblies and costs for City-incurred costs to eliminate threats or remediate damage to the public water supply system; providing a deadline to submit backflow assembly test results to the Director; providing minor corrections to grammar, spelling, and formatting, amending Article A7.000 Appendix A to increase the testing fee; and providing an effective date and related provisions.

15. Approval of Change Order No.1 to the contract agreement with DKC Construction Group, for the Leander Senior Activity Center (CIP P.6) providing for the removal of Alternative 1, the finish-out of building space for the Williamson County Children's Advocacy Center, creating a decrease in the current contract amount by $133,649.00, for a new total contract amount of $8,650,173.00, with no extension of term duration; and authorize the City Manager to execute any and all necessary documents.

16. Approval of dedication of public utility easement with Pedernales Electric Cooperative, Inc. (PEC) for Sandy Creek Water Treatment Plant Residuals Management project (CIP W.69); and authorize the City Manager to execute any and all necessary documents.

17. Approval of the extension of the application expiration for Subdivision Case SFP-22-0002 Leander Business Center; more particularly described by Williamson Central Appraisal District Parcel R031713, generally located south of Mockingbird Hill, approximately 500 feet east of North Bagdad Road, Leander, Williamson County, Texas.

18. Approval of Development Agreement Case DA-24-0012 regarding the K & D Self Storage development on one (1) parcel of land approximately 2.26 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R035153; generally located at 805 S. Bagdad Road., Leander, Williamson County, Texas.

19. Approval of Ordinance Case OR-24-0021 amending Section A4.003 of Appendix A of the Leander Code of Ordinances to revise Peddler, Solicitor, or Food Vendor Permit fees, providing for severability clause, providing for savings, effective date and open meetings clauses, and to provide for related matters; Williamson and Travis Counties, Texas.

20. Approval of Ordinance Case OR-24-0022 authorizing the City Manager to execute License Agreements, providing approval criteria; approving the form of license agreement; making findings of fact; providing for severability clause, effective date, and open meetings clauses; and providing for related matters; Williamson and Travis Counties, Texas.

21. Approval of the Planning and Zoning Commission Progress Report for September 2023 to August 2024.

22. Approval of a Resolution adopting the Hazard Mitigation Action Plan 2024.

23. Approval of the purchase of two (2) 2023 Ford trucks from Sewell Ford of Odessa in the total amount of $100,450.00, utilizing Contract L00321 with Sewell Family of Companies for the purchase of fleet vehicles; and authorize the City Manager to execute any and all necessary documents.

24. Approval of a purchase agreement with Motorola Solutions for the police dispatch center expansion and equipment including adding a fourth console position and replacing outdated equipment in the amount of $337,451.00; and authorize the City Manager to execute any and all necessary documents.

25. Approval of a Master Lease Agreement for the replacement of Crystal Falls Golf Club golf course maintenance equipment for a term of four (4) years with a lease amount of $10,668.23 per month, for a total contract amount of $512,075.04; and authorize the City Manager to execute any and all necessary documents.

PUBLIC HEARING: ACTION

26. Conduct a Public Hearing regarding Zoning Case Z-24-0135 to amend a portion of the San Gabriel Villas Planned Unit Development on one (1) parcel of land approximately 3.028 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R588850; legally described as Lot 2, Block B of the Aven Ridge Subdivision, and generally located east of the intersection of Aven Way and 183A Toll Road, Leander, Williamson County, Texas.

    - Discuss and consider action regarding Zoning Case Z-24-0135 as described above.

    Opened Public Hearing at 7:31 p.m.; closed the Public Hearing at 7:31 p.m. No one spoke in favor or opposition of the request.

    Motion: Approve Zoning Case Z-24-0135.

    By: Councilmember McDonald
    Seconded: Councilmember Czernek

    Vote: 7 - 0

27. Conduct a Public Hearing to consider the proposed budget for Fiscal Year 2025.

    - Discuss and consider action on an Ordinance adopting the budget for the fiscal year beginning October 1, 2024 and ending September 30, 2025; appropriating the various amounts thereof and repealing all ordinances or parts of ordinances in conflict therewith; and providing for an effective date.

    Opened Public Hearing at 7:48 p.m.; closed Public Hearing at 7:48 p.m. No one spoke in favor or opposition of the request.

    Motion: Approve to ratify the property tax increase reflected in the proposed budget, following a discussion.

    By: Mayor DeLisle

Seconded: Councilmember Czernek

Vote: 7 - 0

Motion: Approve the proposed budget for FY 2025.

By: Mayor DeLisle
Seconded: Councilmember Czernek

Vote: 7 - 0

28. Conduct a Public Hearing on levying ad valorem taxes for the use and support of the municipal government of the City of Leander, Texas, for the Fiscal Year 2025; providing for and apportioning each levy for specific purposes; and providing when taxes shall become due and when the same shall become delinquent if not paid.

    - Discuss and consider action on the First Reading of an Ordinance levying ad valorem taxes for the use and support of the municipal government of the City of Leander, Texas, for the Fiscal Year 2025 as described above.

Opened Public Hearing at 7:55 p.m.; closed Public Hearing at 7:55 p.m. No one spoke in favor or opposition of the request.

Motion: Approve that the property tax rate be increased by the adoption of a tax rate of $0.417282 cents per $100 valuation, which is effectively a 2.81% increase in the tax rate.

By: Mayor DeLisle
Seconded: Councilmember Czernek

Vote: 7 - 0

29. Conduct a Public Hearing to consider the adoption of an updated Service and Assessment Plan for Calendar Year 2024 for the Oak Creek Public Improvement District and updated assessment roll to apportion assessment levied against property located in the District among subdivided lots.

    - Discuss and consider action on an Ordinance adopting an updated Service and Assessment Plan for Calendar Year 2024 for the Oak Creek Public Improvement District as described above.

Opened Public Hearing at 8:04 p.m.; closed Public Hearing at 8:04 p.m. No one spoke in favor or opposition of the request.

Motion: Approve and adopt an updated Service and Assessment Plan for Calendar 2024, following a discussion.

By: Councilmember Pantalion-Parker
Seconded: Councilmember Ross

Vote: 7 - 0

30. Conduct a Public Hearing to consider the adoption of an updated Service and Assessment Plan for Calendar Year 2024 for the Deerbrooke Public Improvement District and an updated assessment roll to apportion assessments levied against property located in the District among subdivided lots.

- Discuss and consider action on an Ordinance adopting an updated Service and Assessment Plan for Calendar Year 2024 for the Deerbrooke Public Improvement District as described above.

Opened Public Hearing at 8:07 p.m.; closed Public Hearing at 8:14 p.m. No one spoke in favor of the request. Rosi Garcia, 2725 Grizzly Way; Scott Smith, 2620 Longhorn Ranch Court; James Larsen, 2616 Pine Branch; and Annette Knowles spoke in opposition of the request.

Motion: Approve the adoption of an updated Service and Assessment Plan for Calendar Year 2024, following a discussion.

By: Mayor DeLisle
Seconded: Councilmember Ross

Vote: 7 - 0

31. Conduct a Public Hearing to consider adoption of an updated Service and Assessment Plan for Calendar Year 2024 for the Crystal Springs Public Improvement District and an updated assessment roll to apportion assessments levied against property located in the District among subdivided lots, and to adjust boundaries between assessable and non-assessable lots.

    - Discuss and consider action on an Ordinance adopting an updated Service and Assessment Plan for Calendar Year 2024 for the Crystal Springs Public Improvement District as described above.

Public Hearing opened at 8:23 p.m.; closed the Public Hearing at 8:23 p.m. No one spoke in favor or opposition of the request.

Motion: Approve the adoption of an updated Service and Assessment Plan for Calendar Year 2024.

By: Councilmember Pantalion-Parker
Seconded: Councilmember McDonald

Vote: 7 - 0

[Council recessed for a brief recess at 8:23 p.m./reconvened at 8:37 p.m.]

REGULAR AGENDA

32. Discuss and consider action on Tree Removal Case TRP-24-0027 regarding removal of fifteen (15) Heritage Trees and twenty-six (26) Significant Trees associated with the Leander Union Site Development Project (SD-24-0178) located at 10880 Crystal Falls Parkway, Leander, Williamson County, Texas.

Motion: Approve Tree Removal Case TRP-24-0027, following a discussion.

By: Councilmember Pantalion-Parker
Seconded: Councilmember McDonald

Vote: 7 - 0

33. Discuss and consider action on the approval of the Burleson Tract Phasing Plan associated with Subdivision Case CP-24-0033 on eight (8) parcels of land approximately 289.1 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R506005, R485247, R485248,

R031575, R392187, R392188, R031534, and R031533; and more commonly known as 14750 Ronald W. Reagan Boulevard, Leander, Williamson County, Texas.

Motion: Approve Burleson Tract Phasing Plan.

By: Councilmember Czernek
Seconded: Councilmember Pantalion-Parker

Vote: 7 - 0

34. Discuss and consider action on an Ordinance implementing the Fire and Police Employee Relations Act for the Leander Fire Department; recognizing the Association selected by a majority of the Fire Fighters as the exclusive Bargaining Agent; authorizing the City Manager to designate one or more persons to negotiate or bargain on behalf of the City.

Motion: Approve Ordinance implementing the Fire and Police Employee Relations Act.

By: Councilmember McDonald
Seconded: Councilmember Pantalion-Parker

Vote: 7 - 0

35. Discuss and reconsider action on appointing an additional Councilmember to the Capital Projects Financing Subcommittee.

Motion: Approve reconsideration on appointing an additional Councilmember to the Capital Projects Financing Subcommittee.

By: Councilmember Pantalion-Parker
Seconded: Councilmember Czernek

Vote: 3 - 4 Mayor DeLisle, Councilmember McDonald, Mayor Pro Tem Thompson, Councilmember Ross

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

None.

37. Council Member Closing Statements.

David McDonald - wished his wife happy anniversary tomorrow.

Christine DeLisle - stated tonight's dinner came from Randall's and reminded everyone to shop locally.

38. Convene into Executive Session pursuant to:

    1. Section 551.071 and 551.087, Texas Government Code, Section 1.05, Texas Disciplinary Rules of Professional Conduct, deliberate proposed economic development incentives for one or more business prospects that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body is conducting economic development negotiations regarding Project EDA-24-003; and

2. to Sections 551.071 and 551.072, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding the acquisition of property for the Leander 2243 Water Main Project.

Convened into Executive session at 9:01 p.m.; reconvened back into open session at 10:29 p.m.

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

1. Economic development negotiations regarding Project EDA-24-003; and
2. Acquisition of property for the Leander 2243 Water Main Project.

Item 1. No action.
Item 2. No action.

39. Adjournment

Adjourned at 10:30 p.m.

APPROVED

_____

MAYOR

ATTEST:

_____

CITY SECRETARY

From: noreply@civicplus.com
To: Dara Crabtree; Debora Penberg; Stefanie Brown
Subject: Online Form Submission #3534 for Public Comments Request
Date: Tuesday, September 3, 2024 6:11:36 PM

Caution: This is an external email. DO NOT access links or attachments unless you know the sender and contents are safe. When in doubt, please notify IT Department staff.

Public Comments Request

Individuals who want to comment at the next regular meeting of the City Council or the Planning and Zoning Commission (P&Z) may complete the following request form. See Agendas and Minutes for a list of upcoming meetings.

Comments on agenda items:

- This form only applies to regular Council/P&Z meetings. It does not apply to special meetings, workshops, or other board or commission meetings.
- Comments must pertain to items that appear on the current posted Council/P&Z meeting agendas.
- Written comments will be included in the meeting record.
- Spoken comments will be limited to no more than three minutes (six minutes if translation is needed) per individual.
- This form must be submitted no later than noon on the Wednesday before the posted meeting start time.

Comments on non-agenda items:

Public comments on items not listed in the agenda will be limited to no more than 3 minutes (6 minutes if translation is needed) per individual. This form must be submitted no later than noon on the Wednesday prior to the posted meeting start time.

(Section Break)

First Name	Yvette
Last Name	Smith
	Yes

Do you live within Leander city limits?	
Home Address	1062 W South Street
City	Leander
State	Texas
Zip Code	78641
Phone Number	773-220-1992
Email Address	[redacted]
My comments apply to the following regular meeting:	City Council

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

Please see Agendas and Minutes for a list of upcoming meeting dates, times, and agendas.

My comments apply to the following meeting date:	9/5/2024
My agenda item or case number:	NOT on agenda
My position on the above agenda item or case number:	My item is NOT on the agenda.
I want to include comments at the meeting:	Yes. But I only want my written comments added to the meeting record.
My written comments	Dear Members of the City Council, I am writing to formally address an incident of racial discrimination that occurred on August 31, 2024, at the Westview Meadows community pool at approximately 4:40 PM. During my visit, I was informed by the attendant that the pool had

a maximum capacity of 30 people. I assured her that we had no more than 25 children, as we were celebrating the end of a track season for children who had competed at a national level. Initially, she confirmed that there would be no problem with our group.

However, within ten minutes, she called me over to the gate and informed me that she had contacted her supervisor. She stated that, as a resident, I could only bring four guests into the pool, a policy she claimed was effective at that moment. When I asked if this was a new policy, she affirmed that it was. When I requested to speak with her manager, she provided me with the contact information for her manager, Kim.

I attempted to reach Kim but received no response and left a voicemail. Unfortunately, Kim never returned my call.

This experience was not only disheartening but also raised serious concerns about the equitable application of pool policies. I cannot help but feel that the treatment I received was influenced by racial bias, particularly given the sudden change in policy enforcement and the lack of communication from management.

I urge the council to investigate this matter thoroughly. It is imperative that all staff are trained to apply policies consistently and fairly, ensuring that every resident feels welcome and respected. Additionally, clear communication regarding policies should be established to prevent misunderstandings in the future.

Thank you for your attention to this important issue. I look forward to your response and to seeing meaningful changes that promote inclusivity and equity within our community facilities.

I want to upload a file with this form:	Yvette Smith Letter.docx

Email not displaying correctly? View it in your browser.

From: noreply@civicplus.com
To: Dara Crabtree; Debora Penberg; Stefanie Brown
Subject: Online Form Submission #3535 for Public Comments Request
Date: Tuesday, September 3, 2024 6:24:59 PM

Caution: This is an external email. DO NOT access links or attachments unless you know the sender and contents are safe. When in doubt, please notify IT Department staff.

Public Comments Request

Individuals who want to comment at the next regular meeting of the City Council or the Planning and Zoning Commission (P&Z) may complete the following request form. See Agendas and Minutes for a list of upcoming meetings.

Comments on agenda items:

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- Comments must pertain to items that appear on the current posted Council/P&Z meeting agendas.
- Written comments will be included in the meeting record.
- Spoken comments will be limited to no more than three minutes (six minutes if translation is needed) per individual.
- This form must be submitted no later than noon on the Wednesday before the posted meeting start time.

Comments on non-agenda items:

Public comments on items not listed in the agenda will be limited to no more than 3 minutes (6 minutes if translation is needed) per individual. This form must be submitted no later than noon on the Wednesday prior to the posted meeting start time.

(Section Break)

First Name	Dinita
Last Name	Caldwell
	No

Do you live within Leander city limits?	
Home Address	212 Covala Drive
City	Cedar Park
State	Texas
Zip Code	78613
Phone Number	512-413-0714
Email Address	[redacted]
My comments apply to the following regular meeting:	City Council

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

Please see Agendas and Minutes for a list of upcoming meeting dates, times, and agendas.

My comments apply to the following meeting date:	9/5/2024
My agenda item or case number:	NOT on the agenda
My position on the above agenda item or case number:	My item is NOT on the agenda.
I want to include comments at the meeting:	Yes. But I only want my written comments added to the meeting record.
My written comments	Dear Council Members, I am writing to express my dismay regarding a recent incident that I experienced in the City of Leander. The incident occurred on Saturday, August 31, 2024 in the 4 o'clock hour. The location was at the Westview Meadows community pool. I am writing this letter in my capacity as a resident of Williamson County and as a parent of three National All American track and

field athletes who competed in the 2024 Junior Olympics. Our coaches wanted to celebrate the athletes by hosting an end-of-year celebration with food and fun. Our coach Ms. Yvette Smith welcomed a small group to her community pool at Westview Meadows for the celebration where she has hosted family members upwards of 10 people this past summer.

When I arrived to the pool, a few minutes after Yvette and a few other families, I noticed that everyone was gathered on the grass outside of the pool gates. When I walked up to see what was going on, I learned that the pool attendant informed us that we could not enter the pool. Her reasoning was based on capacity concerns. The attendant stated that the capacity of the pool was 30 people. The pool was completely empty and our team had less than 30 people including parents. There were some words exchanged between the pool attendant and Ms. Smith. I then learned that Ms. Smith was told she could only have four guests at a time. The attendant shared that this is a pool policy that went into effect at the time we wanted to enter the pool.

Ms. Smith continued to speak to the attendant while it was clear to the families that we were being turned away. The children were completely disappointed and didn't understand why they could not enter. This incident was disheartening to say the least and handled poorly by the attendant.

While, I understand that the City may not have any recourse given this particular pool is not a City pool, rather managed by the Home Owners Association (HOA), I think it is important for the leadership of the City to be aware of this incident. Appropriate action is being taken at the HOA level as well.

The pride of Leander is built on family and unity. When something like this happens to one of us, it effects all of us. Our black and brown babies should not have been subjected to this treatment.

I urge you to use whatever authority you have within your power to send a message that this is level of treatment to community members is not okay. Thank you for your time and attention to this important matter.

Sincerely,

Dinita Caldwell, Community Member
212 Covala Drive, Cedar Park, TX 78613
[redacted] or 512-413-0714

I want to upload a file with this form:	Dinita Caldwell_COL_ Letter.docx

Email not displaying correctly? View it in your browser.

MINUTES
CITY COUNCIL MEETING
CITY OF LEANDER, TEXAS

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Tuesday, September 10, 2024
Special Meeting at 5:30 PM

Mayor – Christine DeLisle	**Place 4 – Na'Cole Thompson, Mayor Pro Tem**
Place 1 – Kathryn Pantalion-Parker	**Place 5 – Chris Czernek**
Place 2 – Michael Herrera	**Place 6 – Becki Ross**
Place 3 – David McDonald	**City Manager – Todd Parton**

SPECIAL MEETING - CONVENE AT 5:30 PM

1. Open Meeting.

   Opened meeting at 5:30 p.m.

2. Roll Call.

   Roll call reflected all present except Mayor Pro Tem Thomspn Councilmember Herrera.

3. Discuss and consider action on the Second Reading of an Ordinance levying ad valorem taxes for the use and support of the municipal government of the City of Leander, Texas, for the Fiscal Year 2025; providing for and apportioning each levy for specific purposes; and providing when taxes shall become due and when the same shall become delinquent if not paid.

   Motion: Approve that the property tax rate be increased by the adoption of a tax rate of $0.417282 cents per $100 valuation, which is effectively a 2.81% increase in the tax rate.

   By: Mayor DeLisle
   Seconded: Councilmember Ross

   Vote: 5 - 0

4. Adjournment

   Adjourned at 5:31 p.m.

APPROVED

_____
MAYOR

ATTEST:

_____

CITY SECRETARY

EXECUTIVE SUMMARY
9/19/2024

AGENDA SUBJECT:
Approval of a purchase agreement with Lenco Industries Inc. for a Lenco Armored BearCat Vehicle utilizing HGAC Contract Number AM10-23 in the amount of $326,828.00; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:
The Police Department is seeking City Council approval to purchase a Lenco BearCat armored vehicle, a critical asset for enhancing the safety and security of our officers and the community. This vehicle will provide essential protection during high-risk operations, including active shooter situations, hostage rescues, and other critical incidents where officer and civilian safety is paramount. The BearCat, a vital component of our Central Texas Regional SWAT (CTRS) team, offers the mobility and protection required for various tactical operations, such as high-risk warrants and barricaded suspects. Unlike the military-grade MRAP, which is designed for combat environments and can be cumbersome in urban settings, the BearCat is specifically engineered for local law enforcement, offering superior maneuverability and accessibility in every day policing situations. This ensures that our SWAT team can respond quickly and safely within our community, conducting effective operations without the heavy footprint of military-grade equipment.

Key Elements of the Proposal:

- Strategic Need: The BearCat is an essential asset for responding to dangerous situations where traditional vehicles offer inadequate protection.
- Operational Readiness: Acquiring this vehicle will ensure our department is prepared to effectively manage and mitigate high-risk incidents, thereby reducing potential harm to both officers and civilians.
- Build Time Consideration: The approval is being sought now due to the twelve (12) to fourteen (14)-month build time required for the BearCat. Immediate approval is necessary to ensure the vehicle is delivered and operational within the desired timeframe, aligning with our department's long-term strategic planning.
- Contractual Details: This purchase will be made utilizing HGAC Contract Number AM10-23, ensuring compliance with procurement regulations and securing the best value for the department.

Payment will be due upon delivery, which is expected to occur in the FY26 fiscal year. Staff recommends setting aside funds available in the Police Forfeiture Fund during the next two (2) fiscal years to accumulate the amount required for purchase.

HISTORY/TIMELINE:

APPLICANT/AGENT:
Greg Minton, Chief of Police

RECOMMENDATION:

It is recommended that the City Council approve the purchase of the Lenco BearCat at the cost of $326,828.00, utilizing HGAC Contract Number AM10-23, to ensure our department remains equipped with the necessary tools to protect and serve our community effectively.

PRESENTER:

Greg Minton, Chief of Police

Fiscal Impact

Amount requested:	$326,828.00
Approved in current budget (Yes / No):	No
Expenditure (New / Amended):	New
Recurring or one-time:	One-time
Fund source (Operating / Utility / etc.):	Forfeiture Fund 77-40-7000

Attachments:

1. 103965 LNLTX Leander PD TX
2. 3979 BEARKAT IMAGE

LENCO ARMORED VEHICLES
Protecting Our Nation's Defenders™
10 Betnr Industrial Drive - Pittsfield, MA 01201
PH: 413-443-7359 - FAX: 413-445-7865

Quotation 103965

Customer Code: LNLTX
Quotation Date: 08/22/24
Lenco Tax ID#: 04-2719777

Bill To	Ship To
Leander Police Department 705 Leander Dr. Leander, TX 78641 USA	Customer Pick-Up 10 Betnr Industrial Dr Pittsfield, MA 01201 USA

Payment Terms	Shipping Terms	Ship Via
Payment Upon Pick-Up	FOB: Origin	Customer Pickup
Estimated Completion	**Lenco Contact**	**Inspection & Acceptance**
14-18 months ARO (Est.)	Daniel Besemer	At Lenco's Facility, Pittsfield, MA

Item:	Product #	Qty	Unit Price	Total
Vehicle configuration	3553			
Lenco BearCat	BC55003-BASE	1	$228,803.00	$228,803.00
Options:				
LED Red and Blue	LED_RED_BLUE	1		
Exterior Paint Color: Lusterless Gray	LUSTERLESS_GRAY	1		
Diesel Engine, 6.7L Turbo	BCDLEN	1	$9,995.00	$9,995.00
BearCat G3 4-Wheel Off-Road Upgrade Pkg w/Run-Flats	BC3WOFFRD	1	$38,454.00	$38,454.00
4-Door Configuration	BC4DR	1	$9,823.00	$9,823.00
(1) 7" Vertical GunPort Upgrade	BCGP7	8	$228.00	$1,824.00
Electric Power Mirrors	BCMIR	1	$1,508.00	$1,508.00
360 Camera System	BC360DEG	1	$4,422.00	$4,422.00
Radio Prep Package, (1) Max (2)	BCINSRA	1	$502.00	$502.00
Rear A/C - Heating Systems: High Capacity Upgrade	BCHACUP	1	$7,182.00	$7,182.00
Hydraulic Ram Upgrade wFront Mounted Receiver with Ram Post and Plate	BCHYDRAM	1	$14,975.00	$14,975.00
Roof Mounted Remote Control Spot Light - LED	BCSLLED	2	$1,404.00	$2,808.00
Armored Oil Pan Guard	BCAOPG	1	$1,936.00	$1,936.00
Intercom System Inside to Outside	BCINT	1	$2,871.00	$2,871.00
5 Pack Mag Kit	BCMAGKIT	1	$975.00	$975.00
Patriot 3 Prep Package	PATRIOT3PREP	1	$750.00	$750.00
Configuration Subtotal:				**$326,828.00**
Lenco BearCat	NEWCONFIG	1	$326,828.00	$326,828.00
Net Total				**$326,828.00**

Notes:

H-GAC – Ambulances, EMS, and Other Special Service Vehicles
Contract Number: AM10-23
Current Option Period End Date: September 30, 2027

WARNING: Information Subject to Export Control Laws

The written approval of the Directorate of US Defense Trade Controls and Lenco Industries, Inc. must be obtained before reselling, transferring, transshipping or disposing of a defense article to any end user, end use or destination other than as stated on this Lenco quote or the shipper's export declaration in cases where an exemption is claimed under this subchapter ITAR 123.9(A).

Acceptance of this quotation or entering into a purchase agreement with Lenco, the purchaser agrees to Lenco's full Terms and Conditions of Sale, available upon request. This quote will be valid for 60 days.

ACCEPTANCE OF PROPOSAL

Authorized Signature:_____
Please sign and return

Authorized Signature: Daniel Besemer
Daniel Besemer

Thank you

EXECUTIVE SUMMARY
9/19/2024

AGENDA SUBJECT:
Approval of Amendment No.2 to Task Order CFA-001 with CobbFendley & Associates, for the improvements to South Street and West Drive (CIP T.17) providing for increasing drainage and detention, adding head-in street parking for Bagdad Street, and adding roadway graphic renditions; increasing the current contract amount of $1,137,791.30 by an amount of $174,597.50, to a new total of $1,312,388.80, with no extension of term duration; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:
Engineering and design for the widening and improvements to South Street at Old Town and to West Drive, from South Street to just north of Horseshoe Drive, was awarded to Cobb Fendley & Associates on February 2, 2023, for the amount of $1,137,791.30. This was in response to safety concerns and traffic congestion along these sections of street. This project is a combination of projects which includes T.17 Intersection Improvement for South Street and West Drive, T.49 W. South Street Improvements, and T.53 S. West Drive Improvements. The engineering and design for this combined project includes widening the sections of W. South Street and S. West Drive, improving the profile and structures of the roads, improving driveways and intersections, placing utilities and communications underground, adding storm drains, adding sidewalks and street illumination, realigning South Street at the intersection with West Drive, adding a center turn lane, adding a right and left turn lane on South Street at US Highway 183, and modifying the traffic signals for these new dedicated turns.

During the engineering process, it was determined that additional services were needed to include increasing drainage and detention, adding head-in street parking for Bagdad Street, and, from lessons learned for the Raider Way project, adding roadway graphic renditions to share with the public. The additional services to be added to Task Order CFA-001: Bagdad Street Head-In Parking ($25,202.00), Drainage and Detention Design ($126,905.00), and Streetscape Graphic Rendering ($22,490.50).

HISTORY/TIMELINE:
02/02/2023 – City Council approved Task Order for the improvements to South Street and West Drive.
08/23/2024 – Amendment No.1 was approved for Zero-Dollar change to balance the current itemized costs.

APPLICANT/AGENT:

RECOMMENDATION:
Staff recommends approval of Amendment No. 2, in the increased amount of $174,597.50, to Task Order CFA-001, for CIP project T.17, increasing the current contract amount of $1,137,791.30 to a new total of $1,312,388.80, to CobbFendley & Associates, and authorize the City Manager to execute any and all necessary documents.

PRESENTER:
Tony Bettis, PMP, CIP Program Manager

Fiscal Impact

Amount requested:	$174,597.50
Approved in current budget (Yes / No):	No
Expenditure (New / Amended):	Amended
Recurring or one-time:	One-Time
Fund source (Operating / Utility / etc.):	12-01-8383 (W. SOUTH / S. WEST INT)

Attachments:

1. Amendment No. 2

CONTRACT AMENDMENT FOR PROFESSIONAL SERVICES

AMENDMENT NO. 2 TO TASK ORDER NO. CFA-001

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

CITY OF LEANDER
T.17/T.49/T.53 Improvements to South Street and West Drive

A. AMENDMENT DESCRIPTION

- Additional Services added to Task Oder CFA-001
  - Bagdad on Street Parking
  - Detention Ponds Design
  - W South Street and S West Drive Streetscape Graphic Rendering
- The payable will increase from the original Task Order amount of $1,137,791.30 to $1,312,388.80. Total amendment amount of $174,597.50.

B. EXHIBITS ATTACHED TO THIS AMENDMENT

- Cobb, Fendley & Associates, Inc. Proposals

APPROVED:

CITY OF LEANDER, TEXAS

By _____

Title _____

Attest

Date _____

ACCEPTED: Cobb, Fendley & Associates, Inc.

By Julie Hastings

Title Principal

Attest Amber Vandermey Digitally signed by Amber Vandermey DN: C=US, E=avandermey@cobbfendley.com, CN=Amber Vandermey Date: 2024.09.05 17:17:13-05'00'

Date 9/5/2024

CobbFendley

August 15, 2024
August 23, 2024 – R1

Ms. Tessa Heines, PE
Senior Engineer
City of Leander.
201 N Brushy St
Leander, TX 78641

RE: **City of Leander – South Street (T.49) and West Drive (T.53) Improvements**
Supplemental Work Authorization Proposal – Bagdad On Street Parking
Additional Services to Task Order CFA-001

Mr. Bettis:

Cobb, Fendley & Associates Inc. ("CobbFendley") is pleased to present the following proposal to the City of Leander ("City" or "Client") for additional services South Street and West Drive Roadway Improvements ("Project") in Leander, Texas. This proposal is for additional services on the existing authorized Task Order No. CFA-001 for the South Street (T.49) and West Drive (T.53) improvements project currently under design.

This proposal includes services for the design for on-street parking along Bagdad Street.

Please find attached the Scope of Services in Attachment 1 and the Fee and Assumptions summary in Attachment 2. Attachments 1 and 2 constitute part of this agreement.

These additional services will be a supplemental to the existing Task Order No. CFA-001 dated February 2, 2023.

Should you have any questions, please contact Julie Hastings, P.E. at 512-834-9798.

Sincerely,

Cobb, Fendley & Associates, Inc.

Julie Hastings

Julie Hastings, P.E.
Municipal Department Manager | Principal

9600 N Mopac Expressway, Suite 800 | Austin, Texas 78759 | 512.834.9798 | fax 512.834.7727 | www.cobbfendley.com

TBPELS Engineering Firm No. F-274 | Land Surveying Firm No. 10046700

CobbFendley

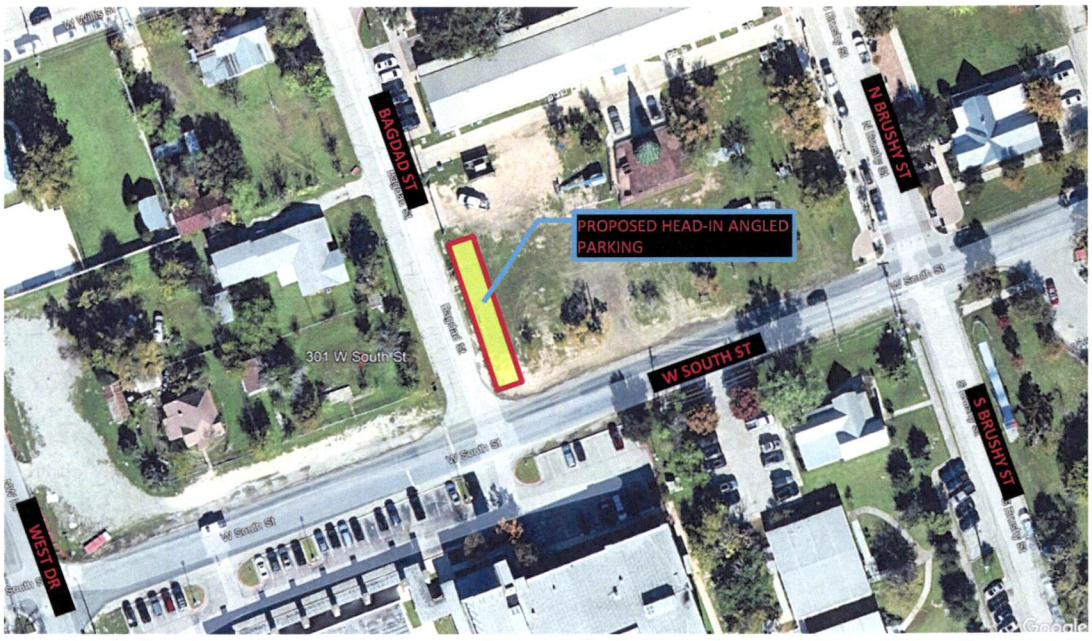
Attachment 1
Scope of Services

The following sections detail the anticipated scope of services for this project.

BASIC SERVICES - DESIGN PHASE

1. Parking Facilities Design

CobbFendley will prepare construction plans that include design of new head-in angled parking at the east side of Bagdad Street across from the Site. The Site is shown in the figure below.



1.1. Project Management. CobbFendley will prepare monthly progress reports, invoices, and billings to the City associated with the Parking Design additional service. This proposal assumes that the additional services detailed in this scope of services will require an additional two (2) months of project management added to the previously signed task order.

1.2. Bagdad St Head-in Angled Parking

1.2.1. Roadway Widening Layout. CobbFendley will prepare a roadway widening layout for the addition of the head-in angled parking along Bagdad Street. This proposal assumes that the existing Bagdad Street will not be fully reconstructed and will only be widened on the east side of the road from the West South Street and Bagdad Street intersection to approximately 175 feet north of the intersection. The east side of the road will be widened to accommodate the necessary width for head-in angled parking per the City of Austin Transportation Criteria Manual as adopted by the City of Leander. The widened pavement will include a new curb and gutter with inlets and drainage system as required, ADA compliant parking, and a new sidewalk between the curb and the park. This proposal assumes that a plan view sheet showing grading and sawcut locations for the widening will be included, and Bagdad Street itself will not be profiled. This proposal assumes one (1) sheet at 1"=10' scale.

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1.2.2. Erosion and Sedimentation Control and Tree Protection Plans. CobbFendley will prepare erosion and sedimentation control plans with tree protection plans for the addition of the head-in angled parking. This proposal assumes one (1) sheet at 1"=5' scale.

1.2.3. Drainage Analysis. CobbFendley will perform drainage hydrologic and hydraulic calculations to determine impacts of the head-in angled parking to the drainage system already being designed as part of the original work authorization of this project. CobbFendley will also modify the existing StormCAD model developed for the proposed drainage system already being designed as part of the original work authorization of this project.

1.2.4. Existing Drainage Layout. CobbFendley will prepare an existing drainage sheet for the area of Bagdad Street affected by the proposed head-in angled parking. This will include the exiting drainage patterns and include tables related to the existing drainage areas. Calculations will be performed using the rational method per the City of Austin Drainage Criteria Manual as adopted by the City of Leander. This proposal assumes one (1) sheet at 1"=10' scale.

1.2.5. Proposed Drainage Layout. CobbFendley will prepare a proposed drainage sheet for the area of Bagdad Street affected by the proposed head-in angled parking. This will include the developed conditions drainage patterns and include tables related to the developed drainage areas. Calculations will be performed using the rational method per the City of Austin Drainage Criteria Manual as adopted by the City of Leander. This proposal assumes one (1) sheet at 1"=10' scale.

1.2.6. Storm Plan and Profile Sheets. CobbFendley will prepare storm sewer plan and profile sheets for the Site for storm sewer from the north end of the on-street parking to the South Street system. This proposal assumes one (1) sheet at 1"=10' (H) and 1"=5' (V) scale.

1.3. QA/QC. CobbFendley will conduct quality reviews of each submittal item associated with the parking lot at 301 W South St and the head-in angled parking on Bagdad St. included in this proposal prior to the 60%, 90% and 100% milestone submittals.

1.4. Quantity Take-off and Estimate. CobbFendley will prepare a quantity take-off and cost estimate for the additional services described in this proposal for the Bagdad Street parking. The quantities and estimate will be included with the 60%, 90%, and 100% submittals.

2. Survey

2.1. TSPS Category 6, Condition 2 (Urban), Topographic Survey

3.1.1. A field survey will be performed meeting the requirements of a **Texas Society of Professional Surveyors (TSPS), Manual of Practice for Requirements for Category 6, Condition 2 (Urban) – Topographic Survey** and the minimum survey standards promoted by the Texas Board of Professional Engineers and Land Surveyors.

3.1.2. A topographic survey will be performed which will include, but not be limited to: 1-foot contours, data will be collected on a 20' grid with natural ground, grade breaks, edge of concrete structures, overhead power, telephone or signal lines, buried cable markers or signs, above ground visible evidence of underground lines, power poles, guy anchors, and other important features / grade break points.

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3.1.3. CobbFendley will identify all visible and apparent improvements and above grade utilities within the project area.

3.1.4. CobbFendley will collect flow line elevation data for all storm and sanitary manholes, drop inlets, and curb inlet lengths and flow lines, for all structures within the project area or associated with storm and sanitary lines crossing the project area. Manhole rim and invert elevations tied to existing control points and city bench marks (if any) will be collected and include pipe sizes and direction of flow.

3.1.5. A survey drawing in AutoCAD format, will be prepared depicting the data collected at time of survey.

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CobbFendley

Attachment 2
Fee and Assumptions

Fee

We propose to perform these services for a note to exceed time and materials fee. The table below summarizes the fee.

Parking Lot Design	Fee
1. Bagdad On-Street Parking Design	$23,103.00
2. Survey	$2,099.00
Total	$25,202.00

Assumptions and Exclusions

1. Reproduction of documents, shipping and mailing expenses, travel expenses such as mileage for automobile travel, and any other disbursements, permit application fees, etc., made on behalf of the Client, shall be invoiced and reimbursed as described in the Professional Services Agreement.

2. This proposal assumes that all plan sheet deliverables will be full-size (22"X34").

3. It is not anticipated that TCEQ coordination will be needed. This proposal does not include coordination with TCEQ.

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FEE ESTIMATE
City of Leander, Texas
South St and West Dr Improvements - Supplemental Work Authorization - Bagdad On-Street Parking Design
August 23, 2024

				Staff										Total Labor
		Professional Service Description	Total Task Hours	Project Manager V	Sr. Engineer III	Project Manager II	Engineer III	Engineer I	Senior Technician III	2-Person Field Crew	Sr. RPLS	Senior Technician II	Project Coordinator	Labor
				$314	$292	$238	$184	$135	$179	$164	$250	$164	$103	Fee
SOUTH ST AND WEST DR - BAGDAD ON-STREET PARKING DESIGN														**$ 25,202.00**
1		**On-Street Parking Design**												**$ 23,103.00**
1.1		Project Management (Estimated 2 Months)	8.0	4.0									4.0	$ 1,668.00
1.2		Bagdad Street Head-in Angled Parking												$ -
1.2.1		Roadway Widening Layout (1 Sheet)	11.0	2.0				8.0	1.0					$ 1,887.00
1.2.2		ESC and Tree Protecion Plans (1 Sheet)	5.0	1.0				4.0						$ 854.00
1.2.3		Drainage Analysis	10.0	4.0	6.0									$ 3,008.00
1.2.4		Existing Drainage Layout (1 Sheet)	8.0	1.0			2.0	4.0	1.0					$ 1,401.00
1.2.5		Proposed Drainage Layout (1 Sheet)	21.0	1.0	2.0		6.0	12.0						$ 3,622.00
1.2.6		Storm Plan and Profile Sheets (1 Sheet)	13.0	4.0				8.0	1.0					$ 2,515.00
1.3		QA/QC	21.0	6.0	9.0			3.0	3.0					$ 5,454.00
1.4		Quantity Take-off and Estimate	12.0	6.0				6.0						$ 2,694.00
3		**Topographic and Boundary Survey**												**$ 2,099.00**
3.1		Topographic Survey Parking (Field)	7.0							6.0		1.0		$ 1,148.00
3.1		Topographic Survey Parking (Office)							3.0		1.0	1.0		$ 951.00

CobbFendley

July 19, 2024
August 23, 2024 – R1

Mr. Tony Bettis, PMP
CIP Project Manager
City of Leander.
201 N Brushy St
Leander, TX 78641

RE: **City of Leander – South Street (T.49) and West Drive (T.53) Improvements**
Supplemental Work Authorization Proposal –Detention Ponds Design
Additional Services to Task Order CFA-001

Mr. Bettis:

Cobb, Fendley & Associates Inc. ("CobbFendley") is pleased to present the following proposal to the City of Leander ("City" or "Client") for additional services South Street and West Drive Roadway Improvements ("Project") in Leander, Texas. This proposal is for additional services on the existing authorized Task Order No. CFA-001 for the South Street (T.49) and West Drive (T.53) improvements project currently under design.

This proposal includes services for Detention Pond design and construction documents.

Please find attached the Scope of Services in Attachment 1 and the Fee and Assumptions summary in Attachment 2. Attachments 1 and 2 constitute part of this agreement.

These additional services will be a supplemental to the existing Task Order No. CFA-001 dated February 2, 2023.

Should you have any questions, please contact Julie Hastings, P.E. at 512-834-9798.

Sincerely,

Cobb, Fendley & Associates, Inc.

Julie Hastings

Julie Hastings, P.E.
Department Manager | Principal

505 East Huntland Drive, Suite 100 | Austin, Texas 78752 | 512.834.9798 | fax 512.834.7727 | www.cobbfendley.com

TBPELS Engineering Firm No. F-274 | Land Surveying Firm No. 10046700

CobbFendley

Attachment 1
Scope of Services

The following sections detail the anticipated scope of services for this project.

BASIC SERVICES - DESIGN PHASE

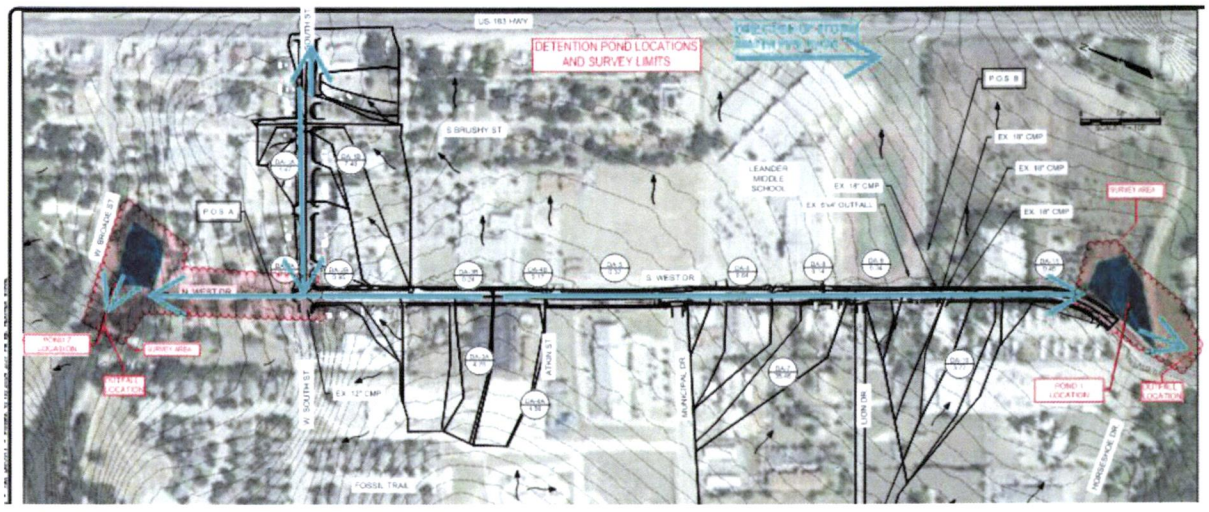
1. Administrative

    1.1. Project Management. CobbFendley will prepare monthly progress reports, invoices, and billings to the City during the design phase of the project. This proposal assumes that the additional services detailed in this scope of services will require an additional three (3) months of project management added to the previously signed task order.

    1.2. Coordination Meetings. CobbFendley will meet with pertinent City staff to determine details for the detention pond and conveyance prior to beginning design. The intent preliminary design workshop is to determine preferred conveyance alignment and pond locations for the detention systems. This proposal assumes two (2) meetings.

2. Detention Pond Design

    After preliminary drainage analysis and discussions with the City, it was determined that two detention ponds will be required for the project. It is anticipated that one will be included for the south end of the project at the S West Drive and Horseshoe Drive intersection. The second will be included for South Street and part of West Drive and will be conveyed along North West Drive to the intersection of North West Drive and Broade Street. See figure below for detention pond locations and survey limits.



    2.1. Design and PS&E

        2.1.1. Pond Sizing and Calculations. CobbFendley will perform sizing and calculations for two detention ponds as described above. The detention ponds will be designed to detain developed 2-, 10-, 25-, and 100-year storm peak flows to the pre-developed flows, as per the City of Austin Drainage Criteria Manual (DCM). CobbFendley will provide a tech memo summarizing the calculations.

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2.1.2. Detention Pond Overall Layout Sheet. CobbFendley will prepare an overall layout sheet showing the proposed detention ponds. This proposal assumes two (2) sheets at 1"=300' scale.

2.1.3. Detention Pond Detail Sheets. CobbFendley will prepare detention pond plan and profile sheets, and miscellaneous construction details for the proposed detention ponds for the 60%, 90%, and 100% design plans. The sheets will be 1"=20' (H) and 1"=4' (V) scale. This proposal assumes six (6) sheets for the detention pond detail sheets.

2.1.4. Stormwater Conveyance Plan and Profiles. CobbFendley will perform sizing calculations and prepare plan and profile sheets for an 800' LF stormwater conveyance system from the intersection of West South Street and North West Drive north to Broade Street. This proposal assumes two (2) sheets at 1"=40' scale.

2.1.5. Standard Detail Sheets. CobbFendley will prepare sheets containing pertinent standard details for all components of the detention pond. City of Leander, City of Austin, and TxDOT standard details will be used for this project. Standard details from other jurisdictions will have to be approved by the City.

2.1.6. Specifications and Special Provisions. CobbFendley will prepare a list of standard technical specifications, special provisions, and special specifications needed for the detention pond. For the 60% submittal, only a list of standard specifications will be provided and drafts of proposed special specifications and special provisions. For the 90% and 100% submittals, a full package of standard specifications, special specifications, and special provisions will be included in the Project Manual.

2.2. QA/QC. CobbFendley will conduct quality reviews of each submittal item included in this proposal prior to the 60%, 90% and 100% milestone submittals.

2.3. Quantity Take-off and Estimate. CobbFendley will prepare a quantity take-off and cost estimate for the additional services described in this proposal for the detention pond. The quantities and estimate will be included with the 60%, 90%, and 100% submittals.

3. Topographic Survey, Boundary Survey, Easement Descriptions

3.1. Topographic Survey

3.1.1. A field survey will be performed meeting the requirements of a **Texas Society of Professional Surveyors (TSPS), Manual of Practice for Requirements for Category 6, Condition 2 (Urban) – Topographic Survey** and the minimum survey standards promoted by the Texas Board of Professional Engineers and Land Surveyors.

3.1.2. A topographic survey will be performed which will include, but not be limited to: 1-foot contours, data will be collected on a 20' grid with natural ground, grade breaks, edge of concrete structures, overhead power, telephone or signal lines, buried cable markers or signs, above ground visible evidence of underground lines, power poles, guy anchors, and other important features / grade break points.

3.1.3. CobbFendley will identify all visible and apparent improvements and above grade utilities within the project area.

3.1.4. CobbFendley will collect flow line elevation data for all storm and sanitary manholes, drop inlets, and curb inlet lengths and flow lines, for all structures within the project area or associated with

505 East Huntland Drive, Suite 100 | Austin, Texas 78752 | 512.834.9798 | fax 512.834.7727 | www.cobbfendley.com

TBPELS Engineering Firm No. F-274 | Land Surveying Firm No. 10046700

storm and sanitary lines crossing the project area. Manhole rim and invert elevations tied to existing control points and city bench marks (if any) will be collected and include pipe sizes and direction of flow.

3.1.5. A survey drawing in AutoCAD format, will be prepared depicting the data collected at time of survey.

3.2. Boundary Survey

3.2.1. CobbFendley will research property ownership and ROW Information for the subject (assumed 2 parcels) and adjoining properties affected by the proposed alignment.

3.2.2. CobbFendley will create a Deed / Abstract Map based on records collected, of the parcels and the adjoining tracts.

3.2.3. Based on the Deed Map created, CF will mobilize a field survey crew to the site and locate property corners necessary to establish the boundary of the parcels within the project limits. This proposal assumes ROE will be provided by the City.

3.2.4. A field survey will be performed in accordance with and meeting the requirements of the Texas Society of Professional Surveyors (TSPS), Manual of Practice for Requirements for Category 1A - Condition 2 (Urban) – Land Title Survey and the minimum survey standards promoted by the Texas Board of Professional Engineers and Land Surveyors.

3.3. Parcel Sketches and Metes and Bounds

3.3.1. Based on the field survey and data collected during the Boundary Survey, CobbFendley will create a survey sketch and metes and bounds description of each of the estimated two (2) easements requested for the detention ponds located at the South West Drive / Horseshoe Drive and North West Drive / Broade Street Intersections.

3.3.2. Each property description and sketch will be signed and sealed by a Texas Registered Professional Land Surveyor.

3.3.3. The following surveyor's certificate will be used on the survey drawing:

THIS IS TO CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND [FILL IN DATES OF ALL FIELD WORK], BY ME OR UNDER MY SUPERVISION, THAT THIS SURVEY PLAT REPRESENTS THE FACTS FOUND AT THE TIME OF THE SURVEY, AND THAT THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL LAND SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1B, STANDARD LAND SURVEY.

3.3.4. CobbFendley will not set monuments in the field to delineate the limits of the easement boundary.

3.3.5. This includes 1 revision to the description and sketch. If any additional revisions are needed to do changes in the alignment or other reason per client request will be handled on a Time and Materials Basis or separate Scope and Fee.

505 East Huntland Drive, Suite 100 | Austin, Texas 78752 | 512.834.9798 | fax 512.834.7727 | www.cobbfendley.com

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CobbFendley

Attachment 2
Fee and Assumptions

Fee

We propose to perform the services listed above for a not-to-exceed time and materials fee. The table below summarizes the fee for the services listed in Attachment 1.

Detention Pond Design	Fee
1. Administrative	$2,939.00
2. Design	$103,962.00
3. Survey	$20,004.00
Total	$126,905.00

Assumptions and Exclusions

1. Reproduction of documents, shipping and mailing expenses, travel expenses such as mileage for automobile travel, and any other disbursements, permit application fees, etc., made on behalf of the Client, shall be invoiced and reimbursed as described in the Professional Services Agreement.

2. This proposal assumes that all plan sheet deliverables will be full-size (22"X34").

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TBPELS Engineering Firm No. F-274 | Land Surveying Firm No. 10046700

FEE ESTIMATE
City of Leander, Texas
South St and West Dr Improvements - Supplemental Work Authorization - Detention Pond Design
July 28, 2024

				Staff										Total Labor
		Professional Service Description	Total Task Hours	Project Manager V	Sr. Engineer III	Project Manager II	Engineer III	Engineer I	Senior Technician III	2-Person Field Crew	Sr. RPLS	Senior Technician II	Project Coordinator	Labor
				$314	$292	$238	$184	$135	$179	$156	$227	$156	$103	Fee
BASIC SERVICES														
SOUTH ST AND WEST DR - DETENTION POND DESIGN			**570.0**	**39.0**	**78.0**	**0.0**		**212.0**	**148.0**				**5.0**	**$ 126,905.00**
1		**Administrative**												**$ 2,939.00**
1.1.		Project Management (Estimated 2 Months)	9.0	4.0									5.0	$ 1,771.00
1.2.		Coordination Meetings (Estimated 2 Meetings)	6.0	2.0				4.0						$ 1,168.00
2		**Detention Pond Design**												**$ 103,962.00**
2.1		Design and PS&E												
2.1.1		Pond Sizing and Calculations	66.0	2.0	12.0		20.0	32.0						$ 12,132.00
2.1.2		Detention Pond Overall Layout Sheet (Estimated 2 Sheet)	86.0	2.0	4.0		8.0	24.0	48.0					$ 15,100.00
2.1.3		Detention Pond Detail Sheets (Estimated 6 Sheets)	240.0	6.0	18.0		48.0	96.0	72.0					$ 41,820.00
2.1.4		Stormwater Conveyance (2 Sheets)	56.0	4.0	8.0		12.0	24.0	8.0					$ 10,472.00
2.1.5		Standard Detail Sheets (Estimated 2 Sheets)	8.0	2.0				4.0	2.0					$ 1,526.00
2.1.6		Specifications and Special Provisions	6.0	2.0				4.0						$ 1,168.00
2.2		QA/QC (3 Submittals)	57.0	9.0	36.0			6.0	6.0					$ 15,222.00
2.3		Quantity Take-off and Estimate (3 Submittals)	36.0	6.0			12.0	18.0						$ 6,522.00
3		**Topographic and Boundary Survey**												**$ 20,004.00**
		Topographic/Boundary Survey Detention Ponds (Field)								50.0		5.0		$ 8,580.00
		Topographic/Boundary Survey Detention Ponds (Office)							8.0		4.0	26.0		$ 6,396.00
		Detention Pond Easement Descriptions (2 total)							4.0		8.0	16.0		$ 5,028.00

CobbFendley

May 3, 2024
July 18, 2024 – R1
August 23, 2024 – R2

Mr. Tony Bettis, PMP
CIP Project Manager
City of Leander.
201 N Brushy St
Leander, TX 78641

RE: **City of Leander – South Street (T.49) and West Drive (T.53) Improvements**
Supplemental Work Authorization Proposal – W South Street and S West Drive Streetscape Graphic Rendering
Additional Services to Task Order CFA-001

Mr. Bettis:

Cobb, Fendley & Associates Inc. ("CobbFendley") is pleased to present the following proposal to the City of Leander ("City" or "Client") for additional services South Street and West Drive Roadway Improvements ("Project") in Leander, Texas. This proposal is for additional services on the existing authorized Task Order No. CFA-001 for the South Street (T.49) and West Drive (T.53) improvements project currently under design.

This proposal includes services for the graphic rendering for West South Street and South West Drive Streetscape..

Please find attached the Scope of Services in Attachment 1, the Fee and Assumptions summary in Attachment 2, and Subconsultant Proposals in Attachment 3. Attachments 1, 2 and 3 constitute part of this agreement.

These additional services will be a supplemental to the existing Task Order No. CFA-001 dated February 2, 2023.

Should you have any questions, please contact Julie Hastings, P.E. at 512-834-9798.

Sincerely,

Cobb, Fendley & Associates, Inc.

Julie Hastings

Julie Hastings, P.E.
Project Manager | Principal

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TBPELS Engineering Firm No. F-274 | Land Surveying Firm No. 10046700

CobbFendley

Attachment 1
Scope of Services

The following sections detail the anticipated scope of services for this project.

BASIC SERVICES – GRAPHIC RENDERING

1. Administrative

    1.1. Project Management. CobbFendley will prepare monthly progress reports, invoices, and subconsultant invoice and contract management to the City associated with the Graphic Renderings additional service. This proposal assumes that the additional services detailed in this scope of services will require an additional two (2) months of project management added to the previously signed task order.

    1.2. Coordination Meetings. CobbFendley will meet with pertinent City staff to determine details for the rendering prior to beginning design as well as presenting ideas and receiving guidance.. This proposal assumes three (3) meetings.

2. Graphic Renderings

    2.1. Streetscape Graphics. CobbFendley will coordinate with DesignWorkshop (DW) for illustration services to prepare graphics for the proposed South Street and West Drive corridors. Draft illustrations will be provided for the 60% submittal and a final set of illustrations will be prepared for the 100% submittal. See included proposal from DW dated August 23, 2024 in Attachment 3.

    2.2. Subconsultant Coordination. CobbFendley will coordinate with DW throughout the design process for preparation of the draft and final illustrations. This includes e-mails to check in on schedule as well as meetings to confirm schedule and scope are progressing. Additionally, CobbFendley will coordinate with DW to provide digital layout information and update DW on project information as required.

    2.3. 5% Contractual Mark Up. 5% of Subcontract fee

OPTIONAL SERVICES – VIDEO FLY-THROUGH

3. Administrative

    3.1. Coordination Meetings. Attend up to one (1) meeting with the City to review the video fly-through.

4. Graphic Renderings

    4.1. Video Fly-Through. CobbFendley will coordinate with DesignWorkshop (DW) to create a video fly-through of the study area that frames the views described in the graphic rendering section. See included proposal from DW dated August 23, 2024 in Attachment 3.

    4.2. Subconsultant Coordination. CobbFendley will coordinate with DW throughout the design process for preparation of video. This includes e-mails to check in on schedule as well as meetings to confirm schedule and scope are progressing.

    4.3. 5% Contractual Mark Up. 5% of Subcontract fee

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TBPELS Engineering Firm No. F-274 | Land Surveying Firm No. 10046700

CobbFendley

Attachment 2

Fee and Assumptions

Fee

We propose to perform these services for a note to exceed time and materials fee as summarized in the table below.

Scope Item	Fee
BASE SCOPE - RENDERINGS	
1. Administrative	$3,217.50
2. Graphic Renderings	$19,273.00
Subtotal - Base Scope	$22,490.50
OPTIONAL SERVICES - VIDEO FLY-THROUGH	
1. Administrative	$516.50
2. Graphic Renderings	$4,985.00
Subtotal - Optional Services	$5,501.50
Total	$27,992.00

Assumptions and Exclusions

1. Reproduction of documents, shipping and mailing expenses, travel expenses such as mileage for automobile travel, and any other disbursements, permit application fees, etc., made on behalf of the Client, shall be invoiced and reimbursed as described in the Professional Services Agreement.

9600 N Mopac Expressway, Ste 800 | Austin, Texas 78759 | 512.834.9798 | fax 512.834.7727 | www.cobbfendley.com

TBPELS Engineering Firm No. F-274 | Land Surveying Firm No. 10046700

FEE ESTIMATE

City of Leander, Texas

W South St and S West Dr Improvements - Supplemental Work Authorization - Streetscape Graphic Rendering

August 23, 2024

				Staff			
		Professional Service Description	Total Task Hours	Project Manager V	Engineer I	Project Coordinator	
				$314	$135	$103	Fee
BASE SERVICES - GRAPHIC RENDERINGS							
1		**Administrative**					**$ 3,217.50**
1.1.		Project Management (Estimated 2 Months)	8.0	4.0		4.0	$ 1,668.00
1.2		Coordination Meetings (3 Meetings)	7.5	3.0	4.5		$ 1,549.50
2		**Renderings**					**$ 19,273.00**
2.1		Streetscape Graphics					$ 17,500.00
2.2		Subconsultant Coordination	4.0	2.0	2.0		$ 898.00
2.3		5% Contractual Mark-up					$ 875.00
OPTIONAL SERVICES - VIDEO FLY THROUGH							
1		**Administrative**					**$ 516.50**
1.2		Coordination Meetings (1 Meetings)	2.5	1.0	1.5		$ 516.50
2		**Renderings**					**$ 4,985.00**
2.1		Video Fly-through					$ 4,320.00
2.2		Subconsultant Coordination	2.0	1.0	1.0		$ 449.00
2.3		5% Contractual Mark-up					$ 216.00

CobbFendley

Attachment 3
Subconsultant Proposals

DesignWorkshop – Graphic Renderings, proposal dated August 23, 2024

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TBPELS Engineering Firm No. F-274 | Land Surveying Firm No. 10046700

PROJECT DESCRIPTION

CobbFendley is working with the City on a CIP on the streets of W South Street and S West Drive in Leander to widen and improve these streets. The City is requesting preparation of graphic renderings of the proposed improvements by CobbFendley. CobbFendley is currently in the design phase, working toward the 60% submittal at the end of April.

SCOPE OF SERVICES

Design Workshop proposes our scope to include the following design items:

I. Preliminary Illustrative Graphics (in sketch-form, representative of the 60% submittal)
- One (1) perspective looking east on W. South Street.
- One (1) perspective looking west on W. South Street.
- One (1) perspective looking north on S. West Drive.
- One (1) perspective looking south on S. West Drive.
- One (1) illustrative plan view of W. South Street.
- One (1) illustrative plan view of S. West Drive.

II. Illustrative Graphics (representative of the final submittal)
- One (1) perspective looking east on W. South Street.
- One (1) perspective looking west on W. South Street.
- One (1) perspective looking north on S. West Drive.
- One (1) perspective looking south on S. West Drive.
- One (1) illustrative plan view of W. South Street.
- One (1) illustrative plan view of S. West Drive.

The following narrative describes a comprehensive list of services required to prepare graphics streetscape improvements in the study area. Efficiently organizing the work will be essential to completing the project in a timely fashion. While the following narrative is organized in a linear manner, many of the sub-tasks may proceed in a parallel or concurrent fashion.

The scope of work to be performed by Design Workshop (DW) in connection with this agreement is as follows:

TASK ONE: PRELIMINARY ILLUSTRATIVE GRAPHICS, 60%

The general objective for this phase of the work is to take CobbFendley's 60% submittals and create illustrative 3D graphics.

The specific tasks to be completed are as follows:

1. Receive CF's base and digital layout information and create 3D massings/representation of the public Right of Way elements (sidewalks, planting areas, etc.).

2. Attend up to one (1) meeting with the Client and/or CF to review the renderings (virtual).

3. Iterate the 60% illustrative graphics one (1) time based on comments from CF and City of Leander.

The following products will be prepared/delivered:

1. 3D renderings at a 10-15' height, or whatever is determined illustrates the concepts most appropriately:
    a. One (1) perspective looking east on W. South Street.
    b. One (1) perspective looking west on W. South Street.
    c. One (1) perspective looking east on S. West Drive.
    d. One (1) perspective looking west on S. West Drive.

2. Illustrative Plan Views:
    a. One (1) illustrative plan view of W. South Street.
    b. One (1) illustrative plan view of S. West Drive.

3. A revised set of perspectives based on team comments.

TASK TWO: OPTIONAL VIDEO FLY-THROUGH (ADD ALTERNATE)

The general objective for this phase of the work is to take the existing model as created in Task One and create a video fly-through of the study area that frames the views as described above. Only detailed modeling shall occur within and reasonably adjacent to the study area.

The specific tasks to be completed are as follows:

1. Create a 2-3 minute max. video flythrough of the proposed project improvements.

2. Attend up to one (1) meeting with the Client and/or CF to review the video fly-through (virtual).

3. Iterate the video fly-through one (1) time based on comments from CF and City of Leander.

The following products will be prepared/delivered:

1. A video flythrough of the proposed project improvements.

TASK THREE: ILLUSTRATIVE GRAPHICS, FINAL SUBMITTAL

The general objective for this phase of the work is to take CobbFendley's final technical drawings and update the illustrative 3D graphics.

The specific tasks to be completed are as follows:

1. Update the illustrative graphics based on CF's final technical documentation of the public Right of Way elements (sidewalks, planting areas, etc.).

2. Attend up to one (1) meeting with the Client and/or CF to review the renderings (virtual).

3. Iterate the final illustrative graphics one (1) time based on comments from CF and City of Leander.

The following products will be prepared/delivered:

1. Update 3D renderings:
    a. One (1) perspective looking east on W. South Street.
    b. One (1) perspective looking west on W. South Street.
    c. One (1) perspective looking east on S. West Drive.
    d. One (1) perspective looking west on S. West Drive.

2. Updated Plan Views:
    a. One (1) illustrative plan view of W. South Street.
    b. One (1) illustrative plan view of S. West Drive.

3. A revised final set of perspectives based on team comments.

INITIAL INFORMATION

Client shall provide the following information or services as required for performance of its services. Design Workshop assumes no responsibility for the accuracy of such information or services provided by client and shall not be liable for errors or omissions therein but may rely on the accuracy of the information provided by Client. Should Design Workshop be required to provide services in obtaining or coordinating compilation of this information, such services shall be billed as additional services.

In order to begin services, Design Workshop will require the following information:

1. CobbFendley's CAD layouts and other technical information necessary to create the 3D graphics.

PROJECT CONDITIONS

1. All site improvements including but not limited to roads, parking areas, curbs and gutters, underground utilities, final grading and connections to the engineering drainage plan are designed and documented by Civil Engineers. DW's scope does not include design. This scope if for graphic production only.
2. Design Workshop uses Autodesk Civil 3D® for design modeling and drawing production. All CAD products shall be provided to Design Workshop in AutoCAD-compatible formats and Design Workshop shall not be responsible for inaccuracies in such base data or lack of coordination of such. Therefore, BIM modeling and drawing production except in Civil 3D is excluded from Design Workshop's scope.

PROJECT EXCLUSIONS

The following exclusions are not part of Design Workshop's base scope of services and shall be considered Additional Services. Design Workshop will endeavor to solicit approval from the client prior to commencing services however failure to obtain prior approval does not inhibit Design Workshop from being compensated at Design Workshop standard hourly rates for producing the associated work.

1. Revisions to site area or project scope of work
    a. Design and engineering scope of services required because of changes to the Project including but not limited to changes in size or location of project area, quality and complexity, schedule, program, or budget;

2. Additional Graphic Deliverables
    a. Alternate Design directions and/or alternate solutions after the completion of the schematic design package;
    b. Preparation of marketing, fundraising, promotional and collateral material such as renderings, graphics, etc. not listed herein;
    c. Production of fully-rendered 3D (or physical) model or fly-through;

3. Certifications & Permits
    a. Services in conjunction with permit submissions, applications, entitlements, and/or presentations to regulatory agencies except as defined herein;
    b. Coordination and documentation of sustainable design requirements, e.g., LEED, Well Building, Living Building Challenge, or SITES, certification unless contracted;

4. Value Engineering
    a. Value engineering work due to a change in budget allocation or change in budget after approval/ completion of Documents for the Phase;
    b. Value engineering work related to delivery of the project by a Construction Manager, GC or other such Contractor of the Owner on a "shared savings" basis;

5. Sub-Consultant Services
    a. Only subconsultants listed herein are part of the scope of services.
    b. Cost estimating/Opinion of Probable Construction Cost services unless included herein as a base scope of service.

SCHEDULE

Design Workshop is prepared to begin services immediately upon receipt of a retainer and a signed copy of this proposal from an authorized Owner's representative. Currently, the following generalized schedule is anticipated:

Task One	2-3 weeks
~~Task Two~~	~~2 weeks (optional)~~
Task Three	2-3 weeks

4-6 weeks (2 weeks additional if option task is accepted)

FEES AND EXPENSES

1. BASIC SERVICES

   Compensation to Design Workshop for the services described herein and in accordance with the conditions of this agreement shall be for $21,320 on a time and materials (T&M) basis.

   The estimated fees are as follows:

Task One	Illustrative Graphics, 60%	$12,000
~~Task Two~~	~~Video Fly-Through (optional)~~	~~$ 4,320~~
Task Three	Illustrative Graphics, Final Submittal	$ 5,000
	Estimated Reimbursables	$ 500
	Total Professional Fees (Tasks ~~1-2~~ Tasks 1 and 3	~~**$ 21,820 (T&M)**~~ $17,500

2. ADDITIONAL SERVICES
   Services in addition to those described above are to be compensated on a Time and Materials basis per Design Workshop's current published rate schedule. Additional services will include (but are not limited to) redesign of previously approved work, major revisions to program and/or expansion of scope of services. Whenever practical, changes, additions, or modifications to the scope of services shall be authorized by written change request; however, the absence of such a written change order shall not act as a bar to payment of fees due Design Workshop, provided the change was in fact approved and ordered by the Client.

PAYMENT TERMS

1. This is a T&M contract and will be billed monthly as a percentage completed for each phase of the work.

2. Invoices will be mailed from Design Workshop's office by the 10th of each month. Invoicing shall be specific to each major task and will describe the completed portion of the services.

3. Per the T&M contract, an itemized invoice will be provided monthly to the client by Design Workshop.

ACCEPTANCE

1. This Agreement is entered into between Design Workshop, Inc. and CobbFendley or reputed owner of the property to be benefited by Design Workshop's services.

AGENDA ITEM # 13

EXECUTIVE SUMMARY
9/19/2024

AGENDA SUBJECT:
Approval of Amended and Restated Cooperative Agreement by and between Williamson County and the Cities of Cedar Park, Georgetown, Round Rock, Taylor, Hutto, Leander, and Liberty Hill of the Williamson County and Cities Health District to change the fiscal year to October 1 to September 30.

BACKGROUND:
The City of Leander joined the Williamsons County and Cities Health District (WCCHD) in 2013. The WCCHD Board consists of two (2) staff representatives from the county and the city manager, or their designee, from the member cities. In May 2024, the Board approved a recommendation to change the District's fiscal year from a calendar year to an October 1 to September 30 fiscal year, which will then coincide with the funding members and provide for easier budgeting and management of the participating members' contributions each fiscal year. Funding from the members is based on a per capita amount of $2.35 which has remained the same for ten fiscal years. The Census Bureau's July 1, 2023, population estimate for Leander is 80,067. Therefore, at $2.35 per capita, the request from Leander for FY2025 is $188,157.45.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:
City staff recommends that City Council approve the Amended and Restated Cooperative Agreement by and between Williamson County and the Cities of Cedar Park, Georgetown, Round Rock, Taylor, Hutto, Leander, and Liberty Hill of the Williamson County and Cities Health District to change the fiscal year to October 1 to September 30.

PRESENTER:
Robert Powers, Executive Finance Director of Finance

Fiscal Impact

Attachments:

1. Proposed FY Amendment to 2021 WCCHD Cooperative Agreement Redlined
2. Proposed FY Amendment to 2021 WCCHD Cooperative Agreement Clean
3. WCCHD Fiscal Year Transition Agenda Report

4. WCCHD Fiscal Year Transition Presentation

STATE OF TEXAS	§	**AMENDED AND RESTATED**
	§	
	§	**COOPERATIVE AGREEMENT**
	§	
	§	**WILLIAMSON COUNTY AND CITIES**
	§	
COUNTY OF WILLIAMSON	§	**PUBLIC HEALTH DISTRICT**

This Amended and Restated Cooperative Agreement (this "Agreement") is made by and between the County of Williamson ("County") and the Cities of Cedar Park, Georgetown, Round Rock, Taylor, Hutto, Leander, and Liberty Hill (collectively the "Member Governments "), under Chapter 121, Subchapter E of the Texas Health and Safety Code (the "Code"), acting by and through their respective authorized officers, representatives and governing bodies.

RECITALS

WHEREAS, in1943 the Williamson County Health Department was established; and

WHEREAS, the Local Public Health Reorganization Act, now codified in Chapter 121 of the Texas Health and Safety Code (the "Act"), authorizes the establishment of public health districts by a majority vote of the governing bodies of a county and one or more municipalities in the county for the purpose of providing and furnishing public health programs; and

WHEREAS, in 1989 the Williamson County Health Department was reorganized as a Public Health District by Williamson County, Texas, and the Cities of Cedar Park, Georgetown, Round Rock, and Taylor (collectively the "Original Members"), and re-designated as the Williamson County & Cities Health District (hereinafter the "District"); and

WHEREAS, the District began being governed by a public health board pursuant to the Code and a "Cooperative Agreement," which was initially approved by the Original Members in 1989 and revised and approved by the Original Members in 1992, 2004, and 2007; and

WHEREAS, the Cities of Liberty Hill and Hutto joined the District in 2007, and, thereafter, in 2013, the City of Leander joined the District (collectively the "New Member Cities"); and

WHEREAS, the County, Original Member Cities and New Member Cities comprise all membership in the District as of the Effective Date of this Agreement and are collectively referred to herein as the "Member Governments"; and

WHEREAS, the Member Governments approved an amended and restated Cooperative Agreement in 2021; and

WHEREAS, the Member Governments have determined that the Cooperative Agreement needs to be amended and restated again to modify the District's fiscal year~~reflect modifications relating to the composition of the Board and to clarify certain provisions~~; and

NOW THEREFORE, the Member Governments of the District do hereby amend and restate the Cooperative Agreement relating to the Williamson County & Cities Health District in accordance with the following:

I. GOVERNANCE

1.1. The affairs of the District shall be governed by a public health board, which shall be called the Williamson County Board of Health (hereinafter the "Board"). The Board shall be an administrative public health board and shall have the authority to adopt substantive and procedural rules which are necessary and appropriate to promote and preserve the health and safety of the public within its jurisdiction, provided that no rule adopted shall be in conflict with the laws of the State of Texas.

1.2 Except as otherwise set out herein, two Directors shall be appointed by the Williamson County Commissioners' Court, and one Director shall be appointed by each of the City Managers of the Cities of Cedar Park, Georgetown, Round Rock, Taylor and Hutto. The Cities of Leander and Liberty Hill have shared one Director since becoming Member Governments and they hereby agree to continue to share such Director. Thus, the City Manager of the City of Leander shall appoint one Director to serve on behalf of the Cities of Leander and Liberty Hill. In the event either the City of Liberty Hill reaches a population of 15,000 or more, or additional cities having populations of less than 15,000 become new Member Governments following the Effective Date of this Agreement, the City of Liberty Hill shall then appoint a Director in accordance with the provisions of Section 1.3 below.

1.3. Any incorporated city within the District's territory may apply to become a member of the District and the governing body of each existing Member Government shall review the application. The governmental entity making application may be admitted as a new Member Government of the District if a majority of the governing bodies of each then existing Member Governments approves such application. Upon admission as a member of the District and approval of this Agreement, the new member will become a Member Government.

1.3.1 For incorporated city Member Governments with a population of 15,000 or greater, the City Manager of such city may appoint one qualified Director to the Board.

1.3.2 New incorporated city Member Governments that have less than 15,000 population must each join together and select two qualified Directors to represent them on the Board; provided, however, if there are four or less new incorporated city Member Governments with population less than 15,000 each, they will all join together and select one qualified Director to represent them on the Board.

1.3.3 Except as otherwise set out herein, existing Member Governments in place on the Effective Date of this Agreement will retain current representation on the Board regardless of population estimate.

1.4. To be qualified as a Director, a person must be a citizen of the United States and must have resided at least three (3) years in the District. A Director shall not be an elected official but must be an employee of the Member Government for which he or she serves.

1.5. Directors shall serve without compensation.

1.6. Directors shall serve staggered three-year terms, except as provided in Sections 1.7 and 1.9 below.

1.7. The term effective date for Directors appointed by new Member Governments shall be staggered such that no more than one-third (1/3) of the terms of the Directors expire in any one year. To accomplish such staggering, new Directors shall have terms commencing as follows: on January 1 of the current year for those joining the District between January 1 through June 30, and January 1 of the following year for those joining the District between July 1 through December
31. In addition, if multiple new Member Governments join the District in the same year, the Board may designate the initial term of the newly appointed Directors to be one, two, or three years in order to maintain the balance of no more than one-third (1/3) of the terms expiring in any one year.

1.8. A Director for a city Member Government may be removed be from the Board at the discretion of the particular city Member Government's City Manager. Directors representing the County serve at the pleasure of the Williamson County Commissioners Court and may be removed at its discretion. The Executive Director is to contact the Member Government if its appointed Director is absent for two consecutive Board meetings or three Board meetings during a calendar year.

1.9 All vacancies of a Director shall be filled for the unexpired portion of the term by the City Manager of the appointing city Member Government or by the Williamson County Commissioners Court for the County's Directors, whichever the case may be. If less than one (1) year remains in the unexpired term for the Director of a Member Government, then the City Manager or the Williamson County Commissioners Court may appoint its Director(s) to fill the unexpired portion of the term plus a full term of three (3) years.

1.10. A Director may serve consecutive terms.

II. OFFICERS

2.1. *General*. The officers of the Board shall consist of the chairperson, vice-chairperson, and secretary. The Williamson County Commissioners Court shall name the Chairperson of the Board. Members of the Board shall select the remaining officers from amongst their members, and each officer shall serve a one-year term.

2.2. *Chairperson.* The Chairperson shall preside at all meetings of the Board. At each meeting, the Chairperson shall submit such recommendations and information as he/she may consider proper concerning the business, affairs and policies of the District.

2.3. *Vice-Chairperson*. The Vice-Chairperson shall perform the duties of the Chairperson in the absence or incapacity of the Chairperson and in case of the resignation or death of the Chairperson. The Vice-Chairperson shall perform such duties as are imposed on the Chairperson until such time as the Williamson County Commissioners Court shall appoint a

new Chairperson.

2.4. *Secretary*. The Secretary or his/her designee shall act as Secretary of the meetings of the Board and record all votes and shall keep a record of the proceedings of the Board in a journal of proceedings to be kept for such purpose and shall perform all duties incidental to his/her office.

III. EXECUTIVE DIRECTOR

3.1. The Directors of the Board shall appoint an Executive Director of the District. The Executive Director shall be the chief administrative officer of the District and shall manage the day-to-day operations of the District, subject to the direction of the Board.

3.2. If the Executive Director is a physician licensed and in good standing in the state of Texas, the Executive Director will also serve as Health Authority in the jurisdiction of the District. If the Executive Director is not a physician licensed and in good standing in the State of Texas, a Health Authority shall be retained as provided in Section 8.1.

3.3. The Executive Director shall be an ex-officio non-voting member of the Board.

3.4. If, during the annual evaluation of the Executive Director or at any other time, two-thirds of the entire Board determines the Executive Director has engaged in neglect of duty, malfeasance, or unbecoming behavior, or has otherwise violated provisions of the District's personnel policies, the Executive Director's employment may be terminated immediately. The exact terms of the termination shall be determined at the time by a majority vote of the Board. In the event of the Executive Director's death, resignation, or removal from office, the Board shall select a new Executive Director.

3.5. The Executive Director shall employ such full or part-time employees as are needed to carry out the programs of the District. These employees shall be employees of the District and perform those duties as are assigned to them. The compensation of such personnel, including the Executive Director, shall be determined by the Board subject to the laws of the State of Texas. The Executive Director shall have the authority, and subject to provisions of the policies-procedures of the District, to hire, fire, direct, and control the work, as functionally appropriate, of such employees.

IV. MEETINGS

4.1. A majority of the voting Directors shall constitute a quorum for the transaction of business. The presence of the Executive Director shall not count for the purposes of determining whether a quorum is present.

4.2. The Board shall meet at least quarterly on a date fixed by the Board and shall hold such meetings as may be called by the chairperson or by the majority of the Board.

4.3. The Board shall comply with the Open Meetings Act.

V. PURPOSE OF THE DISTRICT

5.1. The District may perform any public health function that any of its Member Governments may perform unless otherwise restricted by law. The Board and Director shall determine which public health programs and services will be provided by the District based on needs assessment and the availability of resources.

5.2. The District shall be affiliated with the Texas Department of State Health Services or its successor to facilitate the exchange of information and the coordination of public health services.

5.3. The District shall provide "Essential public health services" as defined in Section 121.002 of the Act.

5.3.1. Monitor the health status of individuals in the community to identify community health problems;

5.3.2. Diagnose and investigate community health problems and community health hazards;

5.3.3. Inform, educate, and empower the community with respect to health issues;

Mobilize community partnerships in identifying and solving community health

problems;

5.3.5. Develop policies and plans that support individual and community efforts to improve health;

5.3.6. Enforce laws and rules that protect the public health and ensure safety in accordance with those laws and rules;

5.3.7. Link individuals who have a need for community and personal health services to appropriate community and private providers;

5.3.8. Ensure a competent workforce for the provision of essential public health services;

5.3.9. Research new insights and innovative solutions to community health problems; and

5.3.10. Evaluate the effectiveness, accessibility, and quality of personal and population- based services in a community.

5.4. By way of illustration but not by way of requirement or limitation, the District may provide public health services such as the following: communicable disease control and prevention services, public health education, information and referral services, environmental and consumer health programs, public health nutrition programs, community assessment and health status data analysis, public health emergency preparedness and response, and collaborating with others to address public health issues.

5.5. Member Governments and other government entities, as well as private institutions both within and outside of Williamson County, may contract with the District to provide additional public health services upon approval of the Board**.**

5.6. The Board shall have the authority to set and collect fees for its services and for the issuance of health and sanitation-related licenses and permits as authorized by law.

5.7. The District shall also have authority to conduct health and sanitation inspections for Member Governments, for non-member governments that enter into an interlocal agreement with the District, or as authorized by law.

5.8. When the District has the responsibility to issue a certain type of health or sanitation permit, the Member Governments agree not to require their own health or sanitation permits.

VI. LIABILITY AND INDEMNITY

6.1. As provided in the Act, the District is, for the purposes of the Texas Tort Claims Act (Subchapter A, Chapter 101, Texas Civil Practices and Remedies Code), a governmental unit and its actions are governmental functions. As provided in Section 101.063 of the Texas Civil Practices and Remedies Code, a governmental unit that is a member of a public health district is not liable under Chapter 101 for any conduct of the District's personnel or for any condition or use of the District's property. Nothing in this Agreement shall be construed or interpreted to waive this immunity.

6.2. The District shall indemnify each and every Director, its officers and its employees, to the fullest extent permitted by law against any and all liability or expense, including attorneys fees, incurred by any of such persons by reason of any actions or omissions that may arise out of the functions and activities of the District. This indemnity shall apply even if one or more of those to be indemnified was negligent or caused or contributed to cause any loss, claim, action or suit. Specifically, it is the intent of this Agreement and the District to require the District to indemnify those named for indemnification, even for the consequences of the negligence of those to be indemnified which caused or contributed to cause any liability. Notwithstanding the foregoing, the District will not pay actual damages, punitive damages, court costs, or attorney fees awarded against indemnified persons if the awards arise from a cause of action for official misconduct or arise from a cause of action involving a willful or wrongful act or omission or an act or omission constituting gross negligence.

6.3. The District must purchase and maintain insurance, as available, on behalf of any Director, officer, employee, or agent of the District, or on behalf of any person serving at the request of the District as a board member, officer, employee, medical Director or Health Authority, against any liability asserted against that person and incurred by that person in any such capacity or arising out of any such status with regard to the District, whether or not the District has the power to indemnify that person against liability for any of those acts.

6.4. The District may engage private legal counsel who will advise and represent the District on general legal matters not covered by insurance, within the scope of their expertise, and for which there is no conflict of interest. For matters relating solely to their own Member

Government, the Member Governments agree to provide or fund legal services to the District for matters not covered by insurance, within the scope of their expertise, and for which there is no conflict of interest.

VII. FINANCING OF THE FUNCTIONS OF THE DISTRICT

7.1. For fiscal year 2025, t~~T~~he District's fiscal year shall be January 1, 2025 through September 30, 2025~~December 31~~. Thereafter, the District's fiscal year shall be October 1 through September 30.

7.2. The Member Governments of the District shall pay the costs necessary to operate the District, including costs for staff salaries, supplies, suitable offices, health and clinic centers, health services and facilities, and maintenance, in the amount agreed to by the governing body of each Member. The District will request that city Member Governments contribute on a per capita basis based on the U.S. Census Bureau's most recent annual estimate of population.

7.3. The Board shall annually request funding from Member Governments on an October 1 – September 30 fiscal year basis. New Member Governments joining after the Effective Date of this Agreement shall pay on the same basis or according to the same formula as the existing Member Governments, but such payment may be pro-rated to the date of the new Member's admission to the District relative to October 1.

7.4. The District shall also actively seek funding from the Texas Department of State Health Services or its successor (or any other state or federal agency), and from public or private grants.

7.5. The District shall be allowed to assess and collect fees for its services as may be established by the Board.

7.6. The Board and Executive Director will maximize funding from other available sources, including governmental and private grants, prior to requesting funding from Member Governments.

7.7. All funds of the District not otherwise employed will be deposited in banks or other depositories designated by the Board.

7.8. All checks, drafts, endorsements, notes and evidences of indebtedness of the District will be signed by such officers or agents and all endorsements for deposits to the credit of the District will be made as authorized by the Board.

7.9. No loans or advances will be contracted on behalf of the District, and no note or other evidence of indebtedness will be issued in its name, except as authorized by majority vote of the Board and for purposes allowed by law.

7.10. Only the Executive Director or his/her designee acting in compliance with any Business Practices or Policies and Procedures Manual approved by the Board, may, in the name of and on behalf of the District, enter into contracts or execute and deliver instruments as specifically authorized by the Board by resolution or action at a duly called meeting. The District shall

maintain sufficient undesignated cash reserve funds to prevent untimely disruptions in services or loss of key personnel.

7.12. The Executive Director will provide to the Board no later than one hundred fifty (150) days after the close of the fiscal year a report containing the following information in appropriate detail:

7.12.1. The assets and liabilities of the District as of the end of the fiscal year;

7.12.2. The principal changes in assets and liabilities during the fiscal year;

7.12.3. The revenues and receipts, both restricted and unrestricted to particular purposes, for the fiscal year;

7.12.4. The expenses or disbursements, for both general and restricted purposes, during the fiscal year;

7.12.5. The substantial activities and projects begun, in progress, and completed during the fiscal year.

7.12.6. The annual report will include a report of an independent accountant, or in lieu of such report, the certificate of an authorized officer of the District that such statements were prepared without audit from the books and records of the District.

7.13. The Board shall require that an independent audit of the District's financial records be made annually. The annual audit shall be available for public inspection during all normal business hours at the District office. The District shall adopt sound financial management policies and procedures and shall comply with requirements of funding entities.

VIII. EMPLOYEES

8.1. If the Executive Director is not a physician, the Executive Director, subject to approval by the Board, shall appoint a physician licensed and in good standing in the state of Texas as an officer of the District to serve as the Health Authority. If no local physician can be found who is willing to so serve, then the designated Medical Director of the Texas Department of State Health Services or its successor or his/her designee shall serve as the Health Authority. A Health Authority appointed under the provisions of Section 121.021 of the Act has certain duties prescribed by State Law that are necessary to implement and enforce to protect public health. The Health Authority shall aid the Board in all matters of local quarantine, disease prevention and suppression, sanitation inspection and control of contagious, infectious, and epidemic diseases within the District's jurisdiction. It is the intent of this Agreement that any Health Authority of the District shall be an "employee" as defined by Section 101.001(2) of the Texas Civil Practice and Remedies Code for the purposes of the Texas Tort Claims Act. A Health Authority is a state officer when performing duties prescribed by state law (Section 121.024 of the Texas Health and Safety Code).

8.2. The District's employees shall be eligible to participate in the Benefits Program offered by Williamson County to county employees, including group health insurance, workers' compensation program, and retirement system.

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IX. MISCELLANEOUS

9.1. The provisions of Chapter 121 of the Texas Health and Safety Code shall be applicable to the District. In the event of a conflict between Chapter 121 and this Agreement, Chapter 121 shall control.

9.2. A Member Government may withdraw from this Agreement by giving written notice to the other Member Governments and to the Executive Director no later than six (6) months before the end of the District's fiscal year. The withdrawal shall become effective at the end of the current District fiscal year after the withdrawing Member Government has given written notice of its decision to the Board. Such notice of withdrawal shall not relieve such Member Government of any obligation incurred by such Member Government prior to date of withdrawal.

9.3. Modification of this Agreement shall be in writing and effective upon approval by a majority of the Member Governments.

9.4. This Agreement shall remain in effect unless modified or cancelled by a majority of the Member Governments.

9.5. In the event that a majority of Member Governments vote to dissolve the District, after payment of all liabilities, the District's unencumbered assets will be distributed proportionately to current Member Governments based on their current fiscal year contributions to the District.

9.6. This Agreement constitutes the entire Agreement between the Parties in regard to the provision of public health services and supersedes all prior such Agreements between the Parties.

9.7. This Agreement shall become effective (the date inserted will be the last date of approval by a Member Government)_____day of_____, 2024~~1~~ (the "Effective Date").

[Signatures on the following pages.]

WILLIAMSON COUNTY, TEXAS

By:_____,
Bill Gravell Jr., County Judge

Date: _____

CITY OF CEDAR PARK, TEXAS

By:_____
Jim Penniman-Morin~~Corbin Van Arsdale~~, Mayor

Date: _____

CITY OF GEORGETOWN, TEXAS

By:_____
Josh Schroeder, Mayor

Date: _____

CITY OF ROUND ROCK, TEXAS

By:_____
Craig Morgan, Mayor

Date: _____

CITY OF TAYLOR, TEXAS

By:_____
~~Brandt Rydell~~Dwayne Ariola, Mayor

Date: _____

CITY OF HUTTO, TEXAS

By:_____
Mike Snyder, Mayor

Date: _____

CITY OF LEANDER, TEXAS

By:_____
Christine DeLisle~~Sederquist~~,
Mayor

Date: _____

CITY OF LIBERTY HILL, TEXAS

By:_____
~~Liz Branigan~~Crystal Mancilla, Mayor

Date: _____

STATE OF TEXAS	§	**AMENDED AND RESTATED**
	§	
	§	**COOPERATIVE AGREEMENT**
	§	
	§	**WILLIAMSON COUNTY AND CITIES**
	§	
COUNTY OF WILLIAMSON	§	**PUBLIC HEALTH DISTRICT**

This Amended and Restated Cooperative Agreement (this "Agreement") is made by and between the County of Williamson ("County") and the Cities of Cedar Park, Georgetown, Round Rock, Taylor, Hutto, Leander, and Liberty Hill (collectively the "Member Governments "), under Chapter 121, Subchapter E of the Texas Health and Safety Code (the "Code"), acting by and through their respective authorized officers, representatives and governing bodies.

RECITALS

WHEREAS, in1943 the Williamson County Health Department was established; and

WHEREAS, the Local Public Health Reorganization Act, now codified in Chapter 121 of the Texas Health and Safety Code (the "Act"), authorizes the establishment of public health districts by a majority vote of the governing bodies of a county and one or more municipalities in the county for the purpose of providing and furnishing public health programs; and

WHEREAS, in 1989 the Williamson County Health Department was reorganized as a Public Health District by Williamson County, Texas, and the Cities of Cedar Park, Georgetown, Round Rock, and Taylor (collectively the "Original Members"), and re-designated as the Williamson County & Cities Health District (hereinafter the "District"); and

WHEREAS, the District began being governed by a public health board pursuant to the Code and a "Cooperative Agreement," which was initially approved by the Original Members in 1989 and revised and approved by the Original Members in 1992, 2004, and 2007; and

WHEREAS, the Cities of Liberty Hill and Hutto joined the District in 2007, and, thereafter, in 2013, the City of Leander joined the District (collectively the "New Member Cities"); and

WHEREAS, the County, Original Member Cities and New Member Cities comprise all membership in the District as of the Effective Date of this Agreement and are collectively referred to herein as the "Member Governments"; and

WHEREAS, the Member Governments approved an amended and restated Cooperative Agreement in 2021; and

WHEREAS, the Member Governments have determined that the Cooperative Agreement needs to be amended and restated again to modify the District's fiscal year; and

NOW THEREFORE, the Member Governments of the District do hereby amend and restate

the Cooperative Agreement relating to the Williamson County & Cities Health District in accordance with the following:

I. GOVERNANCE

1.1. The affairs of the District shall be governed by a public health board, which shall be called the Williamson County Board of Health (hereinafter the "Board"). The Board shall be an administrative public health board and shall have the authority to adopt substantive and procedural rules which are necessary and appropriate to promote and preserve the health and safety of the public within its jurisdiction, provided that no rule adopted shall be in conflict with the laws of the State of Texas.

1.2 Except as otherwise set out herein, two Directors shall be appointed by the Williamson County Commissioners' Court, and one Director shall be appointed by each of the City Managers of the Cities of Cedar Park, Georgetown, Round Rock, Taylor and Hutto. The Cities of Leander and Liberty Hill have shared one Director since becoming Member Governments and they hereby agree to continue to share such Director. Thus, the City Manager of the City of Leander shall appoint one Director to serve on behalf of the Cities of Leander and Liberty Hill. In the event either the City of Liberty Hill reaches a population of 15,000 or more, or additional cities having populations of less than 15,000 become new Member Governments following the Effective Date of this Agreement, the City of Liberty Hill shall then appoint a Director in accordance with the provisions of Section 1.3 below.

1.3. Any incorporated city within the District's territory may apply to become a member of the District and the governing body of each existing Member Government shall review the application. The governmental entity making application may be admitted as a new Member Government of the District if a majority of the governing bodies of each then existing Member Governments approves such application. Upon admission as a member of the District and approval of this Agreement, the new member will become a Member Government.

1.3.1 For incorporated city Member Governments with a population of 15,000 or greater, the City Manager of such city may appoint one qualified Director to the Board.

1.3.2 New incorporated city Member Governments that have less than 15,000 population must each join together and select two qualified Directors to represent them on the Board; provided, however, if there are four or less new incorporated city Member Governments with population less than 15,000 each, they will all join together and select one qualified Director to represent them on the Board.

1.3.3 Except as otherwise set out herein, existing Member Governments in place on the Effective Date of this Agreement will retain current representation on the Board regardless of population estimate.

1.4. To be qualified as a Director, a person must be a citizen of the United States and must have resided at least three (3) years in the District. A Director shall not be an elected official but must be an employee of the Member Government for which he or she serves.

1.5. Directors shall serve without compensation.

1.6. Directors shall serve staggered three-year terms, except as provided in Sections 1.7 and 1.9 below.

1.7. The term effective date for Directors appointed by new Member Governments shall be staggered such that no more than one-third (1/3) of the terms of the Directors expire in any one year. To accomplish such staggering, new Directors shall have terms commencing as follows: on January 1 of the current year for those joining the District between January 1 through June 30, and January 1 of the following year for those joining the District between July 1 through December
31. In addition, if multiple new Member Governments join the District in the same year, the Board may designate the initial term of the newly appointed Directors to be one, two, or three years in order to maintain the balance of no more than one-third (1/3) of the terms expiring in any one year.

1.8. A Director for a city Member Government may be removed be from the Board at the discretion of the particular city Member Government's City Manager. Directors representing the County serve at the pleasure of the Williamson County Commissioners Court and may be removed at its discretion. The Executive Director is to contact the Member Government if its appointed Director is absent for two consecutive Board meetings or three Board meetings during a calendar year.

1.9 All vacancies of a Director shall be filled for the unexpired portion of the term by the City Manager of the appointing city Member Government or by the Williamson County Commissioners Court for the County's Directors, whichever the case may be. If less than one (1) year remains in the unexpired term for the Director of a Member Government, then the City Manager or the Williamson County Commissioners Court may appoint its Director(s) to fill the unexpired portion of the term plus a full term of three (3) years.

1.10. A Director may serve consecutive terms.

II. OFFICERS

2.1. *General*. The officers of the Board shall consist of the chairperson, vice-chairperson, and secretary. The Williamson County Commissioners Court shall name the Chairperson of the Board. Members of the Board shall select the remaining officers from amongst their members, and each officer shall serve a one-year term.

2.2. *Chairperson.* The Chairperson shall preside at all meetings of the Board. At each meeting, the Chairperson shall submit such recommendations and information as he/she may consider proper concerning the business, affairs and policies of the District.

2.3. *Vice-Chairperson*. The Vice-Chairperson shall perform the duties of the Chairperson in the absence or incapacity of the Chairperson and in case of the resignation or death of the Chairperson. The Vice-Chairperson shall perform such duties as are imposed on the Chairperson until such time as the Williamson County Commissioners Court shall appoint a new Chairperson.

2.4. *Secretary*. The Secretary or his/her designee shall act as Secretary of the meetings of the Board and record all votes and shall keep a record of the proceedings of the Board in a journal of proceedings to be kept for such purpose and shall perform all duties incidental to his/her office.

III. EXECUTIVE DIRECTOR

3.1. The Directors of the Board shall appoint an Executive Director of the District. The Executive Director shall be the chief administrative officer of the District and shall manage the day-to-day operations of the District, subject to the direction of the Board.

3.2. If the Executive Director is a physician licensed and in good standing in the state of Texas, the Executive Director will also serve as Health Authority in the jurisdiction of the District. If the Executive Director is not a physician licensed and in good standing in the State of Texas, a Health Authority shall be retained as provided in Section 8.1.

3.3. The Executive Director shall be an ex-officio non-voting member of the Board.

3.4. If, during the annual evaluation of the Executive Director or at any other time, two-thirds of the entire Board determines the Executive Director has engaged in neglect of duty, malfeasance, or unbecoming behavior, or has otherwise violated provisions of the District's personnel policies, the Executive Director's employment may be terminated immediately. The exact terms of the termination shall be determined at the time by a majority vote of the Board. In the event of the Executive Director's death, resignation, or removal from office, the Board shall select a new Executive Director.

3.5. The Executive Director shall employ such full or part-time employees as are needed to carry out the programs of the District. These employees shall be employees of the District and perform those duties as are assigned to them. The compensation of such personnel, including the Executive Director, shall be determined by the Board subject to the laws of the State of Texas. The Executive Director shall have the authority, and subject to provisions of the policies-procedures of the District, to hire, fire, direct, and control the work, as functionally appropriate, of such employees.

IV. MEETINGS

4.1. A majority of the voting Directors shall constitute a quorum for the transaction of business. The presence of the Executive Director shall not count for the purposes of determining whether a quorum is present.

4.2. The Board shall meet at least quarterly on a date fixed by the Board and shall hold such meetings as may be called by the chairperson or by the majority of the Board.

4.3. The Board shall comply with the Open Meetings Act.

V. PURPOSE OF THE DISTRICT

5.1. The District may perform any public health function that any of its Member Governments may perform unless otherwise restricted by law. The Board and Director shall determine which public health programs and services will be provided by the District based on needs assessment and the availability of resources.

5.2. The District shall be affiliated with the Texas Department of State Health Services or its successor to facilitate the exchange of information and the coordination of public health services.

5.3. The District shall provide "Essential public health services" as defined in Section 121.002 of the Act.

5.3.1. Monitor the health status of individuals in the community to identify community health problems;

5.3.2. Diagnose and investigate community health problems and community health hazards;

5.3.3. Inform, educate, and empower the community with respect to health issues;

Mobilize community partnerships in identifying and solving community health

problems;

5.3.5. Develop policies and plans that support individual and community efforts to improve health;

5.3.6. Enforce laws and rules that protect the public health and ensure safety in accordance with those laws and rules;

5.3.7. Link individuals who have a need for community and personal health services to appropriate community and private providers;

5.3.8. Ensure a competent workforce for the provision of essential public health services;

5.3.9. Research new insights and innovative solutions to community health problems; and

5.3.10. Evaluate the effectiveness, accessibility, and quality of personal and population- based services in a community.

5.4. By way of illustration but not by way of requirement or limitation, the District may provide public health services such as the following: communicable disease control and prevention services, public health education, information and referral services, environmental and consumer health programs, public health nutrition programs, community assessment and health status data analysis, public health emergency preparedness and response, and collaborating with others to address public health issues.

5.5. Member Governments and other government entities, as well as private institutions both within and outside of Williamson County, may contract with the District to provide additional public health services upon approval of the Board**.**

5.6. The Board shall have the authority to set and collect fees for its services and for the issuance of health and sanitation-related licenses and permits as authorized by law.

5.7. The District shall also have authority to conduct health and sanitation inspections for Member Governments, for non-member governments that enter into an interlocal agreement with the District, or as authorized by law.

5.8. When the District has the responsibility to issue a certain type of health or sanitation permit, the Member Governments agree not to require their own health or sanitation permits.

VI. LIABILITY AND INDEMNITY

6.1. As provided in the Act, the District is, for the purposes of the Texas Tort Claims Act (Subchapter A, Chapter 101, Texas Civil Practices and Remedies Code), a governmental unit and its actions are governmental functions. As provided in Section 101.063 of the Texas Civil Practices and Remedies Code, a governmental unit that is a member of a public health district is not liable under Chapter 101 for any conduct of the District's personnel or for any condition or use of the District's property. Nothing in this Agreement shall be construed or interpreted to waive this immunity.

6.2. The District shall indemnify each and every Director, its officers and its employees, to the fullest extent permitted by law against any and all liability or expense, including attorneys fees, incurred by any of such persons by reason of any actions or omissions that may arise out of the functions and activities of the District. This indemnity shall apply even if one or more of those to be indemnified was negligent or caused or contributed to cause any loss, claim, action or suit. Specifically, it is the intent of this Agreement and the District to require the District to indemnify those named for indemnification, even for the consequences of the negligence of those to be indemnified which caused or contributed to cause any liability. Notwithstanding the foregoing, the District will not pay actual damages, punitive damages, court costs, or attorney fees awarded against indemnified persons if the awards arise from a cause of action for official misconduct or arise from a cause of action involving a willful or wrongful act or omission or an act or omission constituting gross negligence.

6.3. The District must purchase and maintain insurance, as available, on behalf of any Director, officer, employee, or agent of the District, or on behalf of any person serving at the request of the District as a board member, officer, employee, medical Director or Health Authority, against any liability asserted against that person and incurred by that person in any such capacity or arising out of any such status with regard to the District, whether or not the District has the power to indemnify that person against liability for any of those acts.

6.4. The District may engage private legal counsel who will advise and represent the District on general legal matters not covered by insurance, within the scope of their expertise, and for which there is no conflict of interest. For matters relating solely to their own Member

Government, the Member Governments agree to provide or fund legal services to the District for matters not covered by insurance, within the scope of their expertise, and for which there is no conflict of interest.

VII. FINANCING OF THE FUNCTIONS OF THE DISTRICT

7.1. For fiscal year 2025, the District's fiscal year shall be January 1, 2025 through September 30, 2025. Thereafter, the District's fiscal year shall be October 1 through September 30.

7.2. The Member Governments of the District shall pay the costs necessary to operate the District, including costs for staff salaries, supplies, suitable offices, health and clinic centers, health services and facilities, and maintenance, in the amount agreed to by the governing body of each Member. The District will request that city Member Governments contribute on a per capita basis based on the U.S. Census Bureau's most recent annual estimate of population.

7.3. The Board shall annually request funding from Member Governments on an October 1 – September 30 fiscal year basis. New Member Governments joining after the Effective Date of this Agreement shall pay on the same basis or according to the same formula as the existing Member Governments, but such payment may be pro-rated to the date of the new Member's admission to the District relative to October 1.

7.4. The District shall also actively seek funding from the Texas Department of State Health Services or its successor (or any other state or federal agency), and from public or private grants.

7.5. The District shall be allowed to assess and collect fees for its services as may be established by the Board.

7.6. The Board and Executive Director will maximize funding from other available sources, including governmental and private grants, prior to requesting funding from Member Governments.

7.7. All funds of the District not otherwise employed will be deposited in banks or other depositories designated by the Board.

7.8. All checks, drafts, endorsements, notes and evidences of indebtedness of the District will be signed by such officers or agents and all endorsements for deposits to the credit of the District will be made as authorized by the Board.

7.9. No loans or advances will be contracted on behalf of the District, and no note or other evidence of indebtedness will be issued in its name, except as authorized by majority vote of the Board and for purposes allowed by law.

7.10. Only the Executive Director or his/her designee acting in compliance with any Business Practices or Policies and Procedures Manual approved by the Board, may, in the name of and on behalf of the District, enter into contracts or execute and deliver instruments as specifically authorized by the Board by resolution or action at a duly called meeting. The District shall maintain sufficient undesignated cash reserve funds to prevent untimely disruptions in services

or loss of key personnel.

7.12. The Executive Director will provide to the Board no later than one hundred fifty (150) days after the close of the fiscal year a report containing the following information in appropriate detail:

7.12.1. The assets and liabilities of the District as of the end of the fiscal year;

7.12.2. The principal changes in assets and liabilities during the fiscal year;

7.12.3. The revenues and receipts, both restricted and unrestricted to particular purposes, for the fiscal year;

7.12.4. The expenses or disbursements, for both general and restricted purposes, during the fiscal year;

7.12.5. The substantial activities and projects begun, in progress, and completed during the fiscal year.

7.12.6. The annual report will include a report of an independent accountant, or in lieu of such report, the certificate of an authorized officer of the District that such statements were prepared without audit from the books and records of the District.

7.13. The Board shall require that an independent audit of the District's financial records be made annually. The annual audit shall be available for public inspection during all normal business hours at the District office. The District shall adopt sound financial management policies and procedures and shall comply with requirements of funding entities.

VIII. EMPLOYEES

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9.5. In the event that a majority of Member Governments vote to dissolve the District, after payment of all liabilities, the District's unencumbered assets will be distributed proportionately to current Member Governments based on their current fiscal year contributions to the District.

9.6. This Agreement constitutes the entire Agreement between the Parties in regard to the provision of public health services and supersedes all prior such Agreements between the Parties.

9.7. This Agreement shall become effective (the date inserted will be the last date of approval by a Member Government)_____day of_____, 2024 (the "Effective Date").

[Signatures on the following pages.]

WILLIAMSON COUNTY, TEXAS

By:_____,
Bill Gravell Jr., County Judge

Date: _____

CITY OF CEDAR PARK, TEXAS

By:_____
Jim Penniman-Morin, Mayor

Date: _____

CITY OF GEORGETOWN, TEXAS

By:_____
Josh Schroeder, Mayor

Date: _____

CITY OF ROUND ROCK, TEXAS

By:_____
Craig Morgan, Mayor

Date: _____

CITY OF TAYLOR, TEXAS

By:_____
Dwayne Ariola, Mayor

Date: _____

CITY OF HUTTO, TEXAS

By:_____
Mike Snyder, Mayor

Date: _____

CITY OF LEANDER, TEXAS

By:_____
Christine DeLisle, Mayor

Date: _____

CITY OF LIBERTY HILL, TEXAS

By:_____
Crystal Mancilla, Mayor

Date: _____

Agenda Number: 09	Meeting Date: 05/08/2024	Subject: Fiscal Year Planning Staff Contact: Broddrick

Williamson County Board of Health:

Kathy Pierce (Williamson County)

James Mallinger (Cedar Park)

Leigh Wallace (Georgetown)

Kristi Barnes (Hutto)

Robert Powers (Leander/Liberty Hill)

Brad Wiseman (Round Rock)

Jeffery Jenkins (Taylor)

Ed Tydings (Williamson County)

Caroline Hilbert (Executive Director)

Background Information:

WCCHD has historically operated on a fiscal year that correlates with the calendar year, January through December.

WCCHD requests that the Board of Health consider shifting the agency's fiscal year to match that of its member governments, October – September. This proposal outlines the transition from the current January-December fiscal year to an October-September fiscal year.

Rationale for Change:

- **Alignment with Member Governments:** Adopting an October-September fiscal year would synchronize WCCHD's operations with those of our member governments. This alignment facilitates improved coordination and efficiency in financial reporting, budgeting processes, and resource allocation. Currently, WCCHD creates two separate expense lines for all operating expenses to account for expenses incurred between October to December vs. those incurred between January to September. This doubles budget entries and budget management related to the majority of WCCHD's general fund operating expenses.
- **Enhanced Financial Management:** A synchronized fiscal year enables more accurate forecasting and strategic financial planning, essential for effective public health service delivery. It also supports smoother collaboration on joint initiatives, maximizing synergy and minimizing financial discrepancies.
- **Improved Revenue Recognition:** Currently, due to the timing of our environmental health programs, some revenues are not fully captured within the same fiscal year they are generated. Transitioning to an October-September fiscal year addresses this lag, ensuring that all revenue is recognized in a timely manner, which enhances financial transparency and accountability.

Proposed Transition Plan:

- **FY24:** Continue as January 01, 2024, to December 31, 2024.
- **FY25:** Transition period covering January 01, 2025, to September 30, 2025.
- **FY26 and Beyond:** Commence on October 01, 2025, and adjust to the October-September cycle permanently.

This change would support WCCHD in maintaining a robust and responsive financial structure that supports our mission to promote and protect public health efficiently and effectively. We believe that this alignment will foster better integration with the financial practices of our community partners and enhance our operational capabilities.

-Continued on next page-

Agenda Number: 09	Meeting Date: 05/08/2024	Subject: Fiscal Year Planning Staff Contact: Broddrick

Williamson County Board of Health:

Kathy Pierce (Williamson County)

James Mallinger (Cedar Park)

Leigh Wallace (Georgetown)

Kristi Barnes (Hutto)

Robert Powers (Leander/Liberty Hill)

Brad Wiseman (Round Rock)

Jeffery Jenkins (Taylor)

Ed Tydings (Williamson County)

Caroline Hilbert (Executive Director)

-Continued from previous page-

Next Steps If Approved:

- Amend the Cooperative Agreement to reflect the new fiscal year cycle.
- Initiate FY25 budget planning during Summer-Fall 2024.
- Adjust all relevant systems, software applications, and operational calendars to the new fiscal period.
- Notify funding agencies and coordinate with fiscal auditors to ensure that our audits continue seamlessly under the new schedule.

Fiscal Year Shift Proposal:

- FY24 (adopted) January 01, 2024 – December 31, 2024
- FY25 January 01, 2025 – September 30, 2025
- FY24 October 01, 2025 – September 30, 2026
- Subsequent years on same cadence October 01 – September 30

Funding Source/ Funding Breakdown:
N/A

Timeline:
N/A

Budgetary Impact:
N/A

Personnel/Position Impact:
N/A

Prior Board Action:
N/A

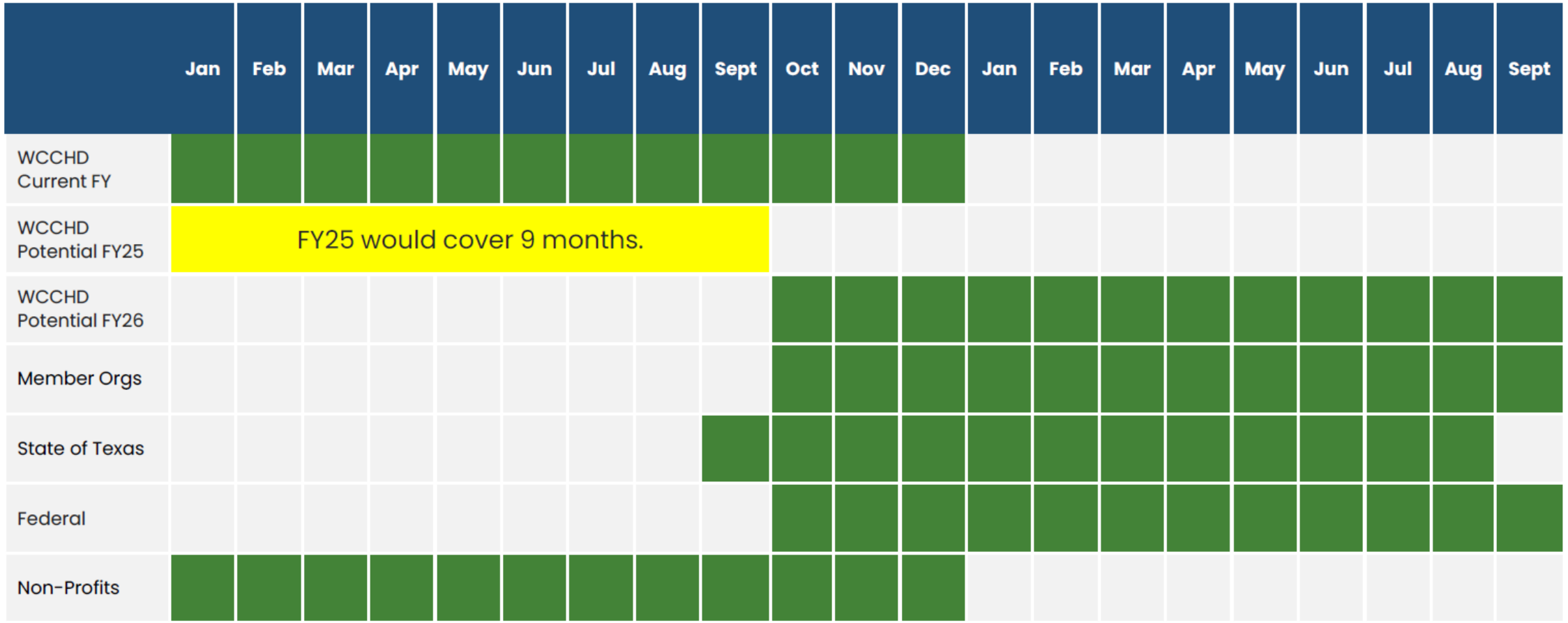
Attachment(s):
9a_Fiscal Year Planning Presentation
9b_Fiscal Year Planning Cooperative Agreement 2021

Recommendation(s):
WCCHD Administration recommends that the Board of Health review and approve a shift in fiscal years, as presented.

WCCHD Fiscal Year Transition proposal

WCCHD FY25 Fiscal Year Proposal

Fiscal Year Comparison by Funding Agency



Consideration - Aligning with member governments benefits

Match the fiscal year of its member governments (Oct-Sept), allowing WCCHD to streamline financial reporting and budgeting processes, enhancing coordination and efficiency in resource allocation.

Promote synchronized budgeting cycles, enabling more accurate forecasting and strategic planning for WCCHD and its member municipalities.

Facilitate smoother collaboration between WCCHD and its members on joint initiatives, as all parties operate on the same financial timeline, minimizing discrepancies and maximizing synergy.

Consideration – Financial transparency and efficiency

Shifting the fiscal year to Oct-Sept enables WCCHD to fully capture revenue generated from its environmental health programs within its fiscal year.

Due to timing issues, revenue generated from environmental health programs may not be fully realized within WCCHD's Jan-Dec fiscal year. By transitioning to Oct-Sept, WCCHD can address this lag and ensure timely revenue recognition, enhancing financial transparency and accountability.

Proposed FY24 - FY26+

FY24: January 01, 2024 – December 31, 2024

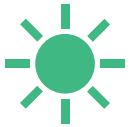
FY25: January 01, 2025 – September 30, 2025

FY26: October 01, 2025 – September 30, 2026

SUBSEQUENT FISCAL YEARS: October 01 – September 30

Fiscal year transition approved? What's next?

WCCHD's member governments convene to amend the Cooperative Agreement to state that the new fiscal year is October – September



FY25 Budget Planning Summer - Fall 2024

WCCHD staff start making shifts and plans in all applicable software applications and calendars to account for the change in the fiscal year

WCCHD notifies funding agencies of the adopted fiscal year

FY25 – 9 months, budget adoption September 2024

FY26 – 12 months, budget adoption September 2025

WCCHD coordinates with fiscal auditors to ensure that audits continue uninterrupted under the new FY schedule

WCCHD finance staff coordinate changes with all providers and reviewers

EXECUTIVE SUMMARY
9/19/2024

AGENDA SUBJECT:
Approval to renew Microsoft 365 subscription licensing through Microsoft's authorized reseller SHI Government Solutions, Inc., utilizing pricing and terms contained in Texas DIR Contract DIR-CPO-5237; authorization to pay the renewal amount due of $191,000.00; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:
The City of Leander currently utilizes the Microsoft 365 cloud-based software suite for email, collaboration tools, and certain information security services. The City entered a three (3)- year contract with Microsoft through their authorized reseller, SHI Government Solutions, Inc., for these products and services after approval by City Council at the May 5, 2022, meeting. This agenda item is to renew the agreement for another three (3)- year term utilizing the State of Texas' negotiated pricing and terms. Funding for this request is included in the approved budget for Fiscal Year 2025.

SHI Government Solutions, Inc., offers Microsoft licensing through a pre-negotiated and pre-bid State of Texas Department of Information Resources contract. It is recommended that the City utilize Texas DIR contract DIR-CPO-5237 due to favorable pricing and terms made available to the State of Texas because of its large purchasing volume. Texas Local Government Code 271.102 (Cooperative Purchasing Program Participation) allows the City to take advantage of these negotiated volume prices at no additional fee to the municipality and contains a provision satisfying any other state law requiring competitive bids.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:
Staff respectfully recommends City Council approve renewal of City's Microsoft 365 subscription licensing through Microsoft's authorized reseller SHI Government Solutions, Inc., utilizing pricing and terms contained in Texas DIR Contract DIR-CPO-5237; authorization to pay the renewal amount due of $191,000.00; and authorize the City Manager to execute any and all necessary documents.

PRESENTER:
Stuart Smith, Assistant Director of IT / Information Security Officer

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Fiscal Impact

Amount requested:	$191,000.00

Approved in current budget (Yes / No):	Yes
Expenditure (New / Amended):	New
Recurring or one-time:	Recurring
Fund source (Operating / Utility / etc.):	Operating

Attachments:

EXECUTIVE SUMMARY
9/19/2024

AGENDA SUBJECT:
Authorize the renewal of manufacturer service contracts and threat detection subscriptions for all City firewalls and network switches from Bell IT Services, Inc., utilizing DIR contracts DIR-TSO-4288 and DIR-TSO-4160 in the total amount of $126,550.00; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:
Funds are allocated in the FY25 approved budget to renew service contracts and threat detection subscriptions for all City firewalls and network switches. These subscriptions allow City firewalls to receive constant updates to stop new threats as they emerge and keep the City's network hardware under a maintenance agreement with the manufacturer, so equipment can be quickly replaced at no additional charge if a hardware failure occurs.

The Texas Department of Information Resources (Texas DIR), for the benefit of all State of Texas agencies, issues RFPs seeking the best available pricing from vendors utilizing the combined purchasing volume of all state agencies to support competitive pricing and terms. Municipalities, pursuant to Texas Local Government Code 271.102 (Cooperative Purchasing Program Participation), are allowed to take advantage of these negotiated volume prices at no additional fee to the municipality. Further, use of Texas DIR contracts satisfies any state law requiring competitive bids. Texas DIR contracts DIR-TSO-4288 and DIR-TSO-4160 will be used.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:
Staff respectfully recommends City Council authorize the renewal of manufacturer service contracts and threat detection subscriptions for all City firewalls from Bell IT Services, Inc., utilizing DIR contracts DIR-TSO-4288 and DIR-TSO-4160 for the total amount of $126,550.00.

PRESENTER:
Stuart Smith, Assistant Director of IT/Information Security Officer

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	Fiscal Impact
Amount requested:	$126,550.00
Approved in current budget (Yes / No):	Yes
Expenditure (New / Amended):	New
Recurring or one-time:	Recurring
Fund source (Operating / Utility / etc.):	Operating

Attachments:

EXECUTIVE SUMMARY
9/19/2024

AGENDA SUBJECT:
Authorize the purchase of computer workstations to replace existing desktop and laptop computers which have reached end-of-useful-life status from Dell Marketing LP utilizing DIR Contract DIR-TSO-3763 in the amount of $188,713.00; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:
Funds are included in the approved FY25 budget to replace City-owned desktop and laptop computer hardware and peripherals which have reached end-of-useful-life status. To support a standardized computer hardware approach and efficiency within the City's Information Technology Department, Dell equipment purchased through the Texas DIR purchasing contract is recommended.

The Texas Department of Information Resources (Texas DIR), for the benefit of all State of Texas agencies, issues RFPs seeking the best available pricing from vendors utilizing the combined purchasing volume of all state agencies to support competitive pricing and terms. Municipalities, pursuant to Texas Local Government Code 271.102 (Cooperative Purchasing Program Participation), are allowed to take advantage of these negotiated volume prices at no additional fee to the municipality. Further, use of Texas DIR contracts satisfies any state law requiring competitive bids. Texas DIR Contract DIR-TSO-3763 will be used.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:
Staff respectfully recommends City Council authorize the purchase of computer workstations from Dell Marketing LP to replace existing desktop and laptop computers which have reached end of useful life status from Dell Marketing LP utilizing DIR Contract DIR-TSO-3763 in the amount of $188,713.00; and authorize the City Manager to execute any and all necessary documents.

PRESENTER:
Stuart Smith, Assistant Director/Information Security Officer

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Fiscal Impact

Amount requested:	$188,713.00
Approved in current budget (Yes / No):	Yes

Expenditure (New / Amended):	New
Recurring or one-time:	One-time
Fund source (Operating / Utility / etc.):	Operating

Attachments:

1. Dell Blanket Breakdown FY25

Department	Item	Date Purchased
Library Patron Network		
Patron	Workstation	2019
Patron	Workstation	2019
Patron	Workstation	2019
Patron	Workstation	2019
Patron	Workstation	2019
Patron	Workstation	2019
Patron	Workstation	2019
Patron	Workstation	2019
Patron	Workstation	2019
Patron	Workstation	2019

EXECUTIVE SUMMARY
9/19/2024

AGENDA SUBJECT:
Authorize the purchase/renewal of antivirus, identity protection, and ransomware prevention software along with related professional services from SHI Government Solutions Inc., utilizing Texas DIR contract DIR-TSO-4317 in the total amount of $112,663.00; and authorize the City Manager to execute any and all necessary documents and renewals.

BACKGROUND:
This agenda item is to request authorization to renew the City's antivirus and ransomware prevention software subscription through SHI Government Solutions Inc., for FY2025, including 24/7/365 endpoint monitoring, response, and remediation services by a remote security operations center operated by the vendor. Funding for this request is included in the approved FY2025 budget. These services greatly improve the City of Leander's cybersecurity security standing and reduce the likelihood of potential ransomware damage to City information systems.

It is recommended that the City utilize the pre-negotiated Texas Department of Information Resources contract DIR-TSO-4317 due to favorable pricing and terms made available to the State of Texas because of its large purchasing volume. Texas Local Government Code 271.102 (Cooperative Purchasing Program Participation) allows the City to take advantage of these negotiated volume prices at no additional fee to the municipality and contains a provision satisfying any other state law requiring competitive bids.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:
Staff respectfully recommends City Council approve the purchase/renewal of a managed Endpoint Detection and Response (EDR) product and associated services from SHI Government Solutions utilizing Texas DIR contract DIR-TSO-4317 in the amount of $112,663.00.

PRESENTER:
Stuart Smith, Assistant Director of IT/Information Security Officer

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Fiscal Impact

Amount requested: $112,663.00

Approved in current budget (Yes / No): Yes

Expenditure (New / Amended):	New
Recurring or one-time:	Recurring
Fund source (Operating / Utility / etc.):	Operating

Attachments:

EXECUTIVE SUMMARY
9/19/2024

AGENDA SUBJECT:
Approval of an Interlocal Cooperation Contract agreement between The University of Texas at Austin – ITS - Office of Telecommunication Services and the City of Leander allowing the City to purchase internet access and related services from the University of Texas System / UT Austin for the amount of $20,162.04; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:
The City of Leander has purchased Internet access through the University of Texas at Austin's Office of Telecommunication Services for the last five (5) years. These services provide high quality, reliable Internet access at a very reasonable price point, and include many services at no additional cost which would otherwise be prohibitively expensive for the City to acquire. This interlocal agreement would continue this relationship for another fiscal year.

This Interlocal Cooperation Agreement has been reviewed and approved as to form by the City Attorney and is compliant with all applicable procurement statutes.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:
Staff respectfully recommends City Council approve an Interlocal Cooperation Contract agreement between The University of Texas at Austin – ITS - Office of Telecommunication Services and the City of Leander allowing the City to purchase Internet access and related services from the University of Texas System / UT Austin in the amount of $20,162.04; and authorize the City Manager to execute any and all necessary documents.

PRESENTER:
Stuart Smith, Assistant Director of IT/Information Security Officer

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	Fiscal Impact
Amount requested:	$20,162.04
Approved in current budget (Yes / No):	Yes
Expenditure (New / Amended):	New
Recurring or one-time:	Recurring
Fund source (Operating / Utility / etc.):	Operating

Attachments:

EXECUTIVE SUMMARY
9/19/2024

AGENDA SUBJECT:
Authorize the expenditure of $189,407.52 to purchase data center network switches, network optics, network security systems, and related professional services from Bell IT Services, Inc., utilizing DIR contracts DIR-TSO-4160 and DIR-TSO-4288 to replace existing data center network switches and peripherals which have reached end-of-useful-life status; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:
In FY23, the City Council authorized replacing network switches in all City buildings due to age of the equipment and approaching end of support. City IT was able to defer replacement of data center switches which handle network traffic from City servers and remote sites due to the equipment vendor agreeing to maintain a support contract with the City. The vendor has now notified the City that they will no longer release security updates or otherwise support the City's existing data center switches starting in 2025. The City has various regulatory requirements, including CJIS in the police department, HIPAA in the fire department and HR, and PCI-DSS for credit card processing in several departments, which all require network equipment to be fully patched against security vulnerabilities. Once equipment reaches end-of-useful-life status and the vendor stops releasing security updates, the equipment must be replaced to maintain compliance with these regulatory requirements. There are funds earmarked in the approved FY25 budget to replace these data center switches and associated peripherals.

The Texas Department of Information Resources (Texas DIR), for the benefit of all State of Texas agencies, issues RFPs seeking the best available pricing from vendors utilizing the combined purchasing volume of all state agencies to support competitive pricing and terms. Municipalities, pursuant to Texas Local Government Code 271.102 (Cooperative Purchasing Program Participation), are allowed to take advantage of these negotiated volume prices at no additional fee to the municipality. Further, use of Texas DIR contracts satisfies any state law requiring competitive bids. Texas DIR contracts DIR-TSO-4160 and DIR-TSO-4288 will be used.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:
Staff respectfully recommends City Council authorize the purchase of data center network switches and related equipment from Bell IT Services, Inc., to replace existing network switches which have reached end-of-useful-life status in the total amount of $189,407.52 utilizing DIR contracts DIR-TSO-4160 and DIR-TSO-4288.

PRESENTER:
Stuart Smith, Assistant Director of IT/Information Security Officer

Fiscal Impact

Amount requested:	$189,407.52
Approved in current budget (Yes / No):	Yes
Expenditure (New / Amended):	New
Recurring or one-time:	One-time
Fund source (Operating / Utility / etc.):	Operating

Attachments:

EXECUTIVE SUMMARY
9/19/2024

AGENDA SUBJECT:
Authorize the purchase of various software, cloud services, and related professional services from SHI Government Solutions, Inc., utilizing Texas DIR contracts: DIR-TSO-4317, DIR-CPO-4444, DIR-CPO-4458, DIR-TSO-4288, DIR-CPO-5237, DIR-CPO-5241, DIR-TSO-4383, DIR-CPO-4875; Sourcewell Contract #081419-SHI; Omnia Co-op Contracts #2018011-02 and 2024056-02; and BuyBoard Contract #661-22 in the total amount of $140,434.00; and authorize the City Manager to execute any and all necessary document and renewals.

BACKGROUND:
This agenda item is to request authorization to purchase and renew various software and cloud services through SHI Government Solutions, Inc., including the City's cybersecurity training service, email archiving tool, server backup solution, security patching system, and social media archiving tool. While these expenses individually are all below the monetary threshold requiring Council approval, City IT would like to utilize a blanket purchase order to streamline the procurement process and reduce the administrative burden of these purchases on the purchasing department. Use of blanket purchase orders is allowed under the City's procurement policy, and the amount requested is included in the approved FY25 budget for the various line items to be purchased under this blanket purchase order. SHI Government Solutions, Inc., is authorized to sell utilizing multiple different co-op contract vehicles, and City IT intends to use whichever one provides the lowest price and best terms to the City for the specific product being purchased.

It is recommended that the City utilize pre-negotiated co-op pricing due to favorable pricing and terms made available to the State of Texas because of its large purchasing volume. Texas Local Government Code 271.102 (Cooperative Purchasing Program Participation) allows the City to take advantage of these negotiated volume prices at no additional fee to the municipality and contains a provision satisfying any other state law requiring competitive bids.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:
Staff respectfully recommends City Council authorize the purchase of various software, cloud services, and related professional services from SHI Government Solutions, Inc., utilizing Texas DIR contracts: DIR-TSO-4317, DIR-CPO-4444, DIR-CPO-4458, DIR-TSO-4288, DIR-CPO-5237, DIR-CPO-5241, DIR-TSO-4383, DIR-CPO-4875; Sourcewell Contract #081419-SHI; Omnia Co-op Contracts #2018011-02 and 2024056-02; and BuyBoard Contract #661-22 in the total amount of $140,434.00; and authorize the City Manager to execute any and all necessary documents and renewals.

PRESENTER:

Stuart Smith, Assistant Director of IT/Information Security Officer

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Fiscal Impact

Amount requested:	$140,434.00
Approved in current budget (Yes / No):	Yes
Expenditure (New / Amended):	New
Recurring or one-time:	Recurring
Fund source (Operating / Utility / etc.):	Operating

Attachments:

EXECUTIVE SUMMARY
9/19/2024

AGENDA SUBJECT:
Authorize the purchase/renewal of mobile device management (MDM) software and related professional services from SHI Government Solutions, Inc., utilizing Texas DIR contract DIR-TSO-4288 in the total amount of $60,137.00; and authorize the City Manager to execute any and all necessary documents and renewals.

BACKGROUND:
This agenda item is to request authorization to renew the City's mobile device management (MDM) service subscription through SHI Government Solutions, Inc., for FY25. Funding for this request is included in the approved FY25 budget. This service protects the City from cybersecurity threats and data loss related to City-issued iPads, iPhones, and other mobile devices. The service allows IT to enforce security rules like device updates, requiring a passcode to unlock the device, encryption, and the ability to remotely wipe a device in the event of theft or loss. These capabilities are critical to protecting personally identifiable information (PII) which may be present on these devices.

It is recommended that the City utilize the pre-negotiated Texas Department of Information Resources contract DIR-TSO-4288 due to favorable pricing and terms made available to the State of Texas because of its large purchasing volume. Texas Local Government Code 271.102 (Cooperative Purchasing Program Participation) allows the City to take advantage of these negotiated volume prices at no additional fee to the municipality and contains a provision satisfying any other state law requiring competitive bids.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:
Staff respectfully recommends City Council approve the purchase/renewal of mobile device management (MDM) software and related professional services from SHI Government Solutions, Inc., utilizing Texas DIR contract DIR-TSO-4288 in the total amount of $60,137.00.

PRESENTER:
Stuart Smith, Assistant Director of IT/Information Security Officer

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	Fiscal Impact
Amount requested:	$60,137.00
Approved in current budget (Yes / No):	Yes
Expenditure (New / Amended):	New/Renewal

Recurring or one-time: Recurring
Fund source (Operating / Utility / etc.): Operating

Attachments:

AGENDA ITEM # 22

EXECUTIVE SUMMARY
9/19/2024

AGENDA SUBJECT:
Approval of the termination of Development Agreement Case DA-23-0014 regarding the Hero Way Crossing Development on two (2) parcels of land, more particularly described by Williamson Central Appraisal District Parcels R651240 and R651239, generally located to the northwest of the intersection of West Broade Street and Hero Way West, Leander, Williamson County, Texas.

BACKGROUND:
The purpose of this Development Agreement is to implement masonry standards associated with the project to provide development incentives. The developer no longer needs the incentives and wishes to terminate the agreement due to changes in the building and site configuration.

The approved masonry development agreement required that the structures are comprised of 85% masonry for the first story and 50% for all other stories. Adding masonry allows for a relaxation in the setbacks as well as reduced landscaping. Terminating the agreement will allow the developer to construct the buildings with materials that comply with the International Building Code (IBC).

HISTORY/TIMELINE:
11/16/2023 – Approval of Masonry Development Agreement

APPLICANT/AGENT:
Taylor Steed, Hero Crossing Way, LTD

RECOMMENDATION:
Staff recommends approval.

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

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Fiscal Impact

Attachments:
1. DA-23-0014 Att 1 Termination Agreement
2. DA-23-0014 Att 2 Hero Way Crossing - Location Map

TERMINATION AND RELEASE OF MASONRY DEVELOPMENT AGREEMENT

This Termination and Release of Masonry Development Agreement (the "Termination") is made and entered into and effective this ____ day of _____, 20___, (the, "Effective Date") by and between the City of Leander, Texas, a Texas home rule municipal corporation (the, "City") and Hero Crossing Way Ltd., a Texas limited partnership (the, "Developer"). The City and the Developer are sometime referred to as the "Parties."

WHEREAS, the City and the Developer entered into that certain Masonry Development Agreement Establishing Development Standards for the Hero Way Crossing Development dated the 16th day of November, 2023, and recorded as Document Number 2023096091 of the Williamson County Official Public Records (the, "Agreement"); and

WHEREAS, the City and the Developer have determined to terminate the Agreement and release the parties from the requirements therein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency thereof is hereby acknowledged, the Parties agree to the following:

1. Termination. The Agreement is hereby terminated in its entirety and is of no force or effect as of the Effective Date.

2. Release. The Parties shall execute and record a release of Masonry Development Agreement Establishing Development Standards for the Hero Way Crossing Development in the official public record of Williamson County, Texas, in the form attached hereto as **Exhibit A**.

3. Reimbursement. The Parties acknowledge and agree that Developer is not owed any reimbursement in connection with the Agreement.

4. Counterparts. This Termination may be executed in counterparts, each shall be an original, but all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Termination as of the date and year first above written.

CITY:
City of Leander, Texas
a Texas home-rule municipal corporation

By: _____

Name: _____

Title: _____

ATTEST:

By: _____
Dara Crabtree, City Secretary

Hero Crossing Way Ltd.
a Texas limited partnership

By: _____

Name: Taylor Steed

Title: Manager of the General Partner of Hero Way Crossing Ltd.

EXHIBIT A
SEE ATTACHED

RELEASE OF MASONRY DEVELOPMENT AGREEMENT ESTABLISHING DEVELOPMENT STANDARDS FOR THE HERO WAY CROSSING DEVELOPMENT

This Release of Masonry Development Agreement (the "Termination") is made and entered into and effective this ____ day of _____, 20___, (the, "Effective Date") by and between the City of Leander, Texas, a Texas home rule municipal corporation (the, "City") and Hero Crossing Way Ltd., a Texas limited partnership (the, "Developer"). The City and the Developer are sometime referred to as the "Parties."

WHEREAS, the City and the Developer entered into that certain Masonry Development Agreement Establishing Development Standards for the Hero Way Crossing Development dated the 16th day of November, 2023, and recorded as Document Number 2023096091 of the Williamson County Official Public Records (the, "Agreement"); and

WHEREAS, the City and the Developer have determined to terminate the Agreement and release the parties from the requirements therein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency thereof is hereby acknowledged, the Parties hereby fully release the property from the effect of the Agreement.

CITY:
City of Leander, Texas
a Texas home-rule municipal corporation

By: _____

Name: _____

Title: _____

ATTEST:

By: _____
Dara Crabtree, City Secretary

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

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

(SEAL)

_____
Notary Public, State of Texas

Hero Crossing Way Ltd.
a Texas limited partnership

By: _____

Name: Taylor Steed

Title: Manager of the General Partner of Hero Way Crossing Ltd.

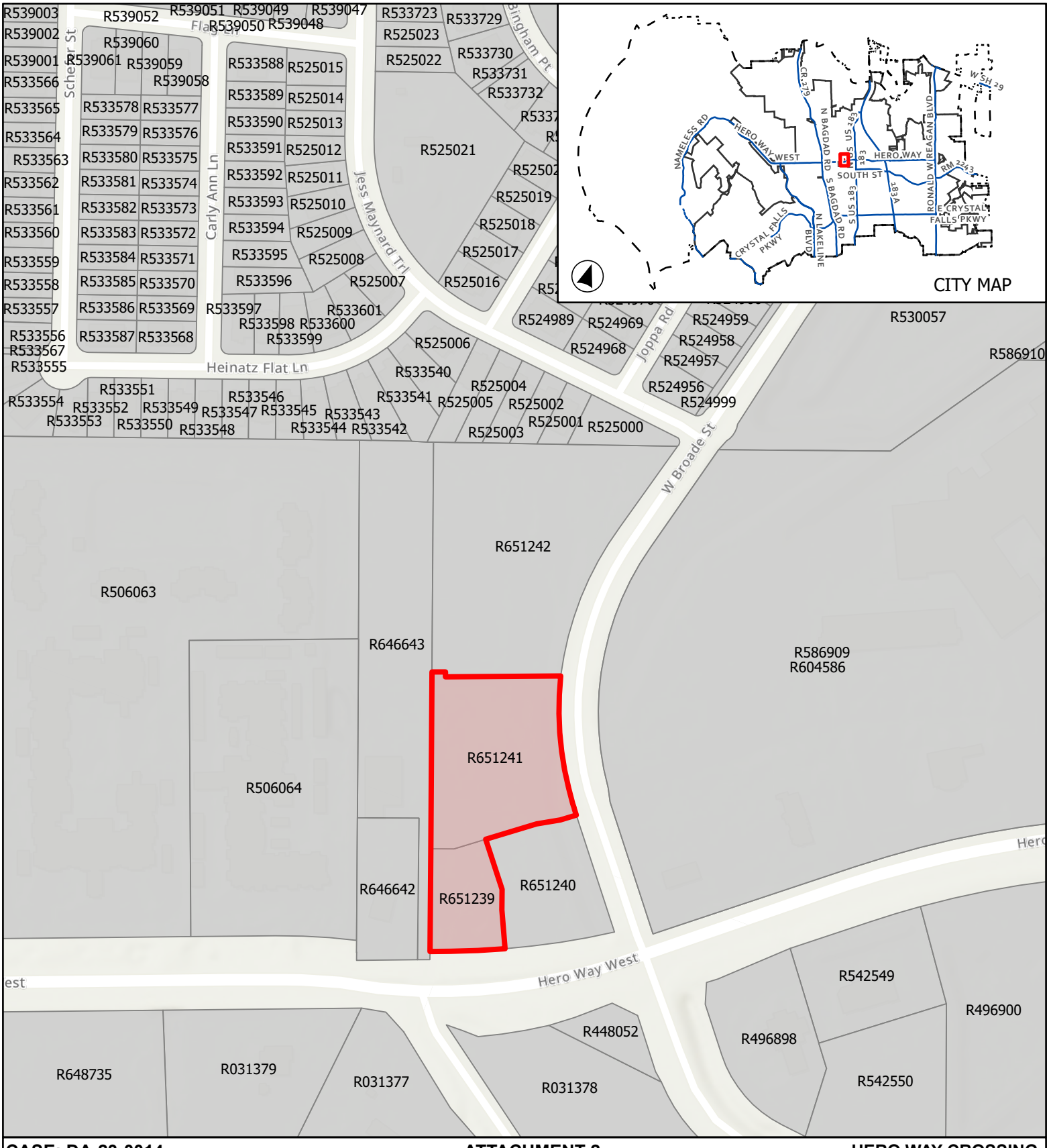
THE STATE OF TEXAS §
COUNTY OF Travis §

This instrument was acknowledged before me on this 6 day of September, 2024, by Taylor Steed, Manager of the GP of Hero Crossing Way, Ltd, a Texas limited partnership on behalf of said limited partnership.

_____
Notary Public, State of Texas

(SEAL)

ALEXANDRIA AVARA
Notary Public, State of Texas
Comm. Expires 03-22-2025
Notary ID 132989373



CASE: DA-23-0014 **ATTACHMENT 2** **HERO WAY CROSSING**

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 herin provided.

0 120 240

Feet

City Limits

ETJ Boundary

Subject Boundary

EXECUTIVE SUMMARY
9/19/2024

AGENDA SUBJECT:
Acceptance of Infrastructure Improvements for Travisso Phase 4 Section 5 Reclaim Water Irrigation and Landscaping Improvements (PICP-21-0031).

BACKGROUND:
The public infrastructure improvements required for the Travisso Phase 4 Section 5 Reclaim Water Irrigation and Landscaping Improvements have been installed, inspected, and are satisfactorily completed. All documentation required for acceptance of this project has been received, including record drawings, statement of substantial completion prepared by a professional engineer licensed by the State of Texas, copies of all inspection reports and certified test results, electronic files of the improvements and final plat, affidavit of all bills paid, and a two (2)- year term maintenance bond.

The maintenance bond will commence its two (2)- year term upon City Council acceptance, as anticipated, on September 19, 2024, which will provide warranty and maintenance coverage for public infrastructure improvements through September 19, 2026. The Engineering Department will perform a formal inspection of the improvements approximately thirty (30) days prior to the expiration of the maintenance bond to assure that any defects in materials, quality construction, or maintenance are corrected prior to expiration of the bond.

HISTORY/TIMELINE:

APPLICANT/AGENT:

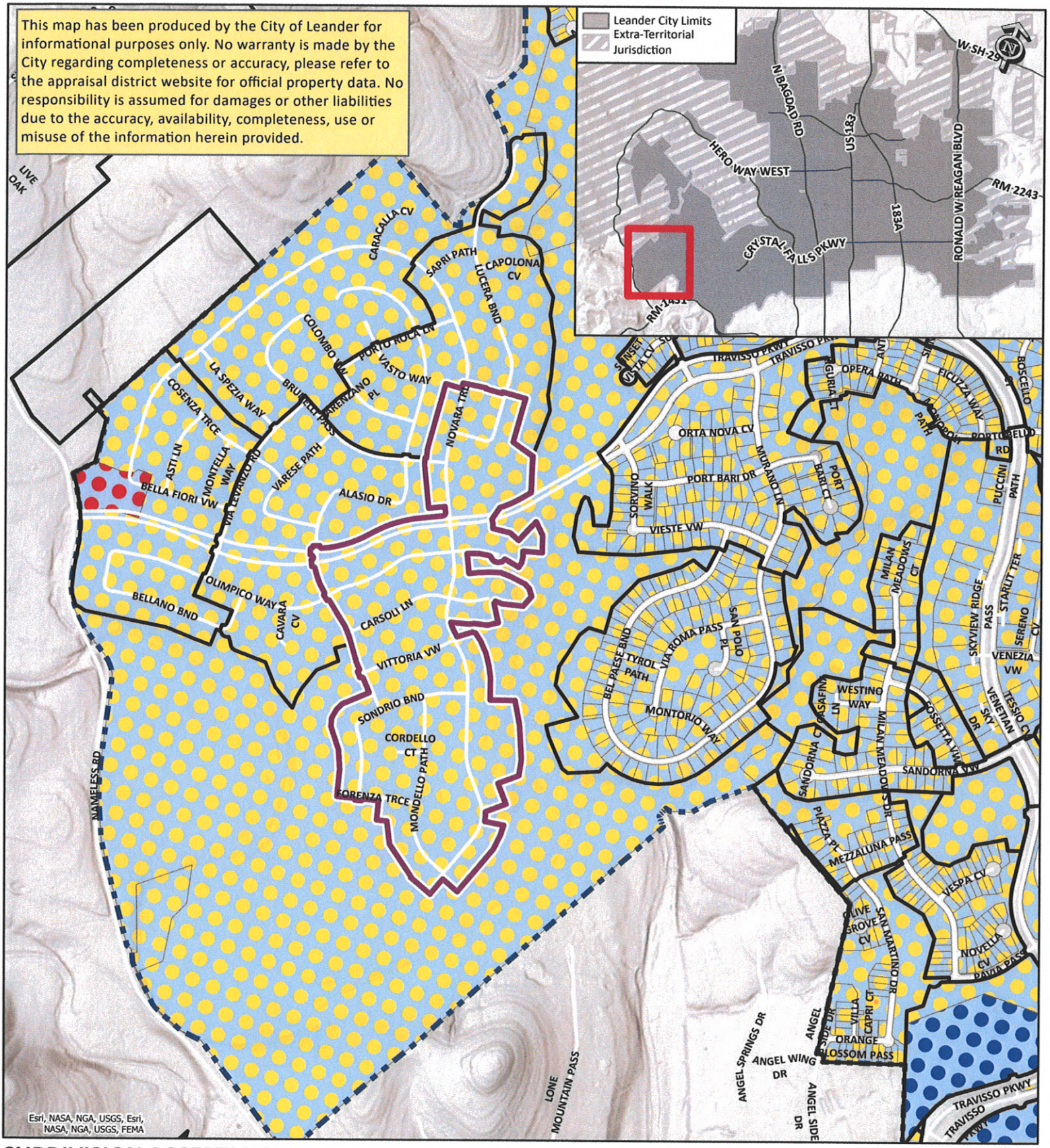
RECOMMENDATION:
City Staff recommends the City Council's formal acceptance of Travisso Phase 4 Section 5 Reclaim Water Irrigation and Landscaping Improvements.

PRESENTER:
Emily D. Truman, P.E., CFM, City Engineer

Fiscal Impact

Attachments:

1. Acceptance Documents Travisso Ph 4 Sec 5



SUBDIVISION ACCEPTANCE

Travisso Ph 4 Sec 5 - PICP-21-0031

City Limits

Accepted Subdivision

City of Leander Geographic Information Systems

PUD LAND USE

PUD - Single Family

PUD - Mixed Use

PUD - General Commercial

City Limits

road

N

0 500 1,000 2,000

Feet

PAPE-DAWSON ENGINEERS

May 21, 2024

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

RE: Travisso Phase 4, Section 5 Irrigation & Landscaping
App. No.: PICP-21-0031
Engineer's Concurrence

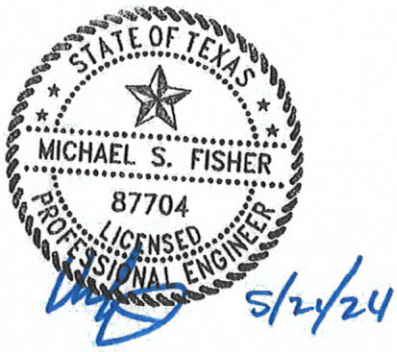
Dear Ms. Truman,

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

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

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

Michael Fisher, P.E.
Senior Vice President



H:\Projects\508\92\28\202 Construction Documents\Documents\Plan Processing\City\Closeout\Engineer's Concurrence\TRAVISSO PH 4 SEC 5 IRRIGATION & LANDSCAPING - ENGINEERS CONCURRENCE.docx

SEC Planning, LLC
Land Planning + Landscape Architecture + Community Branding
CLIENT-CENTERED THINKING™

Landscape Letter of Concurrence

Project: Travisso Phase 4 Section 5
Project Address: Travisso Parkway
Job Number: 170008.13
Date: 4/10/2024
Permit No: 021-PICP-031

To Whom it May Concern:

I, the undersigned Landscape Architect or representative, made a final visual inspection of the above referenced project and observed that the project appeared to be constructed per the City approved plans, for the Travisso Phase 4 Section 5 Landscape Improvements

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

Signature By:

April 4, 2024

Name: Ben DeBellis
Title: Director of Landscape Architecture
Phone: 512.246.7003
Email: bdebellis@secplanning.com

SEC Planning, LLC's site observation is general in nature to assure the project is being built in general conformance with the contract documents and according to the design concept. These site observations are not intended to (1) uncover any code violations or defects in construction, (2) nor monitor the contractors work in detail, (3) nor provide any supervision. SEC Planning, LLC's site observation does not warranty, nor guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the Project. SEC Planning, LLC is not responsible for the means, methods, techniques, sequences or procedures of construction or maintenance selected by manufacturer(s) vendor(s), contractor(s), subcontractor(s) or the safety precautions and programs incident to the work of contractor(s). The observations do not include latent defects, those not apparent from a casual observation of the premises.

Bond No. 022238432

MAINTENANCE BOND
Subdivision Improvements

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that Utz Environmental Services as Principal, whose address is 10948 East Crystal Falls Pkwy, Leander, TX 78641 and The Ohio Casualty Insurance Company, a Corporation organized under the laws of the State of New Hampshire, and duly authorized to do business in the State of Texas, as Surety, are held and firmly bound unto the City of Leander, Texas as Obligee, in the penal sum of Twenty-Two Thousand, Five Hundred and Eighty-Four And 00/100 Dollars ($22,584.00) to which payment will and truly to be made we do bind ourselves, our and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal has constructed *Travisso Phase 4, Section 5 Reclaim Water Irrigation and Landscaping Improvements Construction Plans (PICP-21-0031)* (the "improvements") pursuant to the ordinances of the Obligee, which ordinances are hereby expressly made a part hereof as though the same were written and embodied herein;

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

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

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

notified, it is agreed that the Obligee may do said work and supply such materials, and charge the same against Principal and Surety on this obligation.

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

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

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

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

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 11th day of July, 2024.

Utz Environmental Services Principal	The Ohio Casualty Insurance Company Surety
By:	By: Steven W. Dobson
Title: PRESIDENT	Title: Steven W. Dobson, Attorney-in-fact
Address:	Address:
10948 East Crystal Falls Pkwy	7900 Windrose Ave., Plano, TX 75024
Leander, TX 78641	

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

Time Insurance Agency

1405 E. Riverside Drive, Austin, TX 78741

(Seal)

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

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

Certificate No: **8205041 - 969219**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, John W. Schuler; Patricia Ferguson; Steven W. Dobson

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of March, 2021.

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

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 15th day of March, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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

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

By: _____
Teresa Pastella, Notary Public

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

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 11th day of July, 2024.

By: _____
Renee C. Llewellyn, Assistant Secretary

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

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

LMS-12873 LMIC OCIC WAIC Multi Co 02/21

Liberty Mutual SURETY

Figure: 28 TAC § 1.601(a)(2)(B)

Have a complaint or need help?

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

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

The Ohio Casualty Insurance Company

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

Call: The Ohio Casualty Insurance Company **at** 206-473-6210
Online: www.LibertyMutualSuretyClaims.com
Email: HOSCL@libertymutual.com
Mail: P.O. Box 34526 Seattle, WA 98124

The Texas Department of Insurance

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

Call with a question: 1-800-252-3439
File a complaint: www.tdi.texas.gov
Email: ConsumerProtection@tdi.texas.gov
Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

¿Tiene una queja o necesita ayuda?

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

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

The Ohio Casualty Insurance Company

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

LMS-15292e 9/20

Llame a: The Ohio Casualty Insurance Company **al** 206-473-6210

En línea: www.LibertyMutualSuretyClaims.com

Correo electrónico: HOSCL@libertymutual.com

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

El Departamento de Seguros de Texas

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

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

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

Correo electrónico: ConsumerProtection@tdi.texas.gov

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

PAPE-DAWSON ENGINEERS

July 3, 2024

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

RE: Travisso Phase 4, Section 5 Irrigation & Landscaping Improvements
App. No.: PICP-21-0031
Final Cost Certification

Dear Mr. Dhakal:

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

Final Plat Legal Name as Recorded: Travisso Phase 4, Section 5.
Name on Approved Construction Documents: Travisso Phase 4, Section 5 Reclaim Water Irrigation and Landscaping Improvements.
Name on Bank Bond for Fiscal Posting: Travisso Phase 4, Section 5 Reclaim Water Irrigation and Landscaping Improvements (PICP-21-0031).

COST SUMMARY

Reclaimed Water Irrigation Improvements:	$	225,840.00
TOTAL	**$**	**225,840.00**

MAINTENANCE BOND

Total Improvements:	$	225,840.00
Maintenance Bond (10%)	$	22,584.00

INSPECTION FEES

Total Cost of Improvements	$	225,840.00
3.5% Inspection Fees Owed to City	$	7,904.40
Inspection Fees Paid at Submittal	$	4,025.00
Inspection Fees Paid with Revision #1	$	3,386.25
Inspection Fees Owed to City	**$**	**493.15**

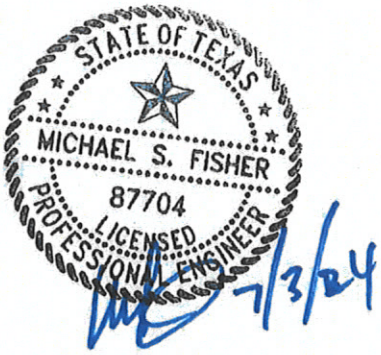
ENGINEER'S CONTACT INFORMATION

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

Please call if you have any questions.

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

Michael Fisher, P.E.
Senior Vice President



H:\Projects\508\92\28\202 Construction Documents\Documents\Plan Processing\City\Closeout\Maintenance Bond\240703 TR PH 4 SEC 7-8 & PH 5 SEC 3 - Development Cost Letter.docx

Updated 10.20.14

FINAL BILLS PAID AFFIDAVIT
AND WAIVER OF LIEN

STATE OF TEXAS
COUNTY OF WILLIAMSON

Date: 7/31/2024

Developer: TAYLOR MORRISON c/o TEAM'S COUNTY MUD NO. 19
TRAVISSO LTD.

Contractor/Material Provider ("Affiant"): UTZ ENVIRONMENTAL SERVICES OF AUSTIN, INC.

Project: TRAVISSO PH. 4, SEC. 5, IRRIGATION LANDSCAPE

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

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

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

SUBSCRIBED AND SWORN TO BY Affiant on this 31 day of July, 2024.

Initialed: _____

AFFIANT:

Signature: _____

Typed Name: Chris L. Utz

Title: President

STATE OF TEXAS
COUNTY OF Williamson

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 31 day of July, 2024.

[S E A L]

KRISTI MARIE SMITH
Notary Public, State of Texas
Comm. Expires 07-31-2026
Notary ID 131664340

_____
Notary in and for the State of Texas

Name: Kristi Marie Smith

My commission expires: 7/31/2026

Initialed: _____

AGENDA ITEM # 24

EXECUTIVE SUMMARY
9/19/2024

AGENDA SUBJECT:
Acceptance of Infrastructure Improvements for Devine Lake Phase 4 (21-PICP-0029) to include: streets, drainage, water, and wastewater improvements.

BACKGROUND:
The public infrastructure for street, drainage, water and wastewater improvements required for Devine Lake Phase 4 has been installed, inspected, and is substantially completed. All documentation required for acceptance of this project has been received, including record drawings, statement of substantial completion prepared by a professional engineer licensed by the State of Texas, copies of all inspection reports and certified test results, electronic files of the improvements and final plat, affidavit of all bills paid, and a two (2)- year term maintenance bond.

The maintenance bond will commence its two (2)- year term upon City Council acceptance, as anticipated, on September 19, 2024, which will provide warranty and maintenance coverage for public infrastructure improvements through September 19, 2026. The Engineering Department will perform a formal inspection of the improvements approximately thirty (30) days prior to the expiration of the maintenance bond to assure that any defects in materials, quality construction, or maintenance are corrected prior to expiration of the bond.

HISTORY/TIMELINE:

APPLICANT/AGENT:

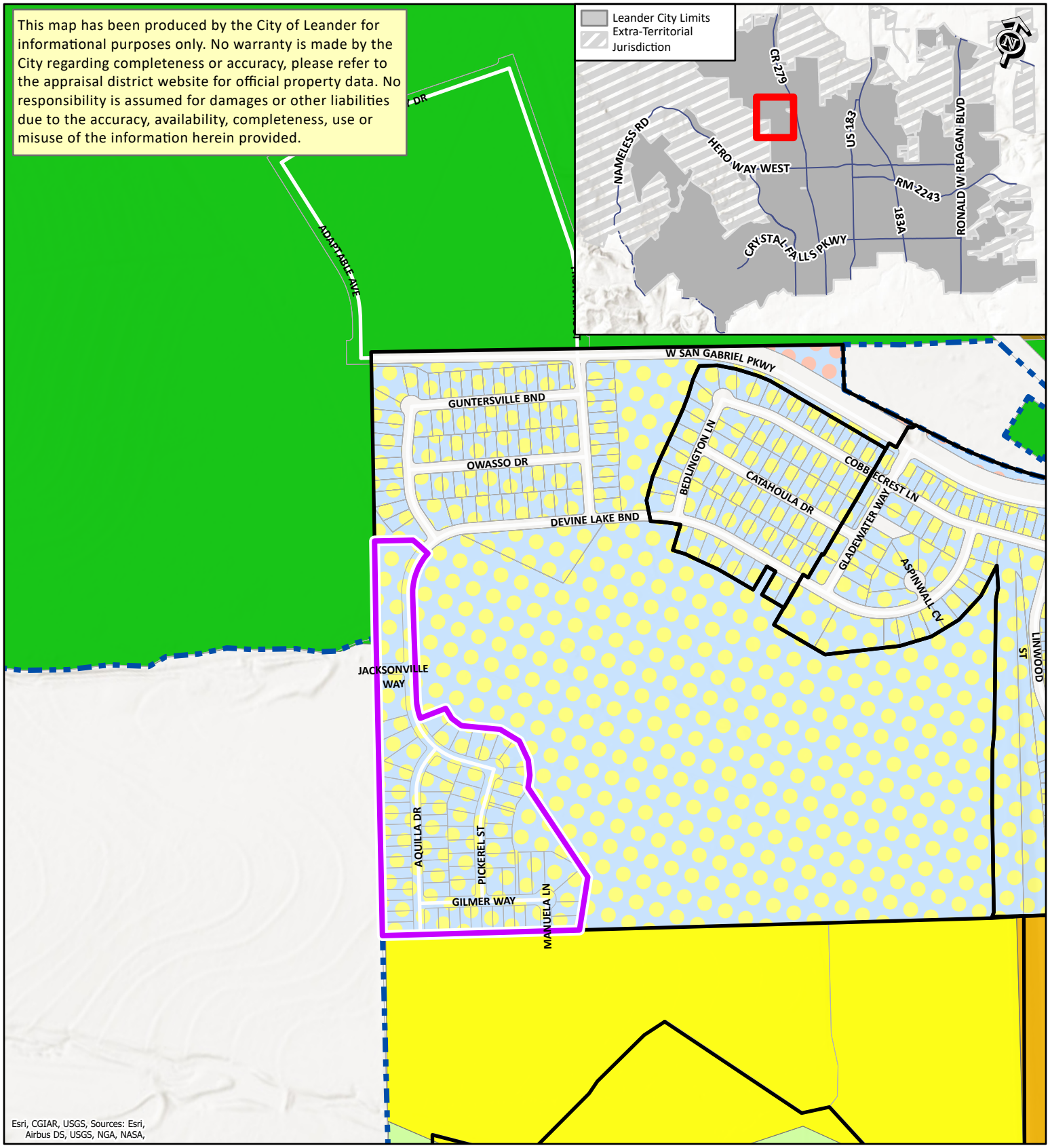
RECOMMENDATION:
The City Staff recommends the City Council's formal acceptance of the Devine Lake Phase 4 infrastructure improvements.

PRESENTER:
Emily D. Truman, P.E., CFM, City Engineer

Fiscal Impact

Attachments:

1. Acceptance Documents Devine Lake Phase 4



SUBDIVISION ACCEPTANCE

Devine Lake Ph 4 - 21-PICP-0029

City Limits

Accepted Subdivision

RESIDENTIAL

- SFR - Single-Family Rural
- SFU - Single-Family Urban
- SFC - Single-Family Compact
- SFT - Single-Family Townhouse
- TF - Two Family

RETAIL / COMMERCIAL

- GC - General Commercial

PUD LAND USE

- PUD - Single-Family
- PUD - Local Office

N

0 500 1,000

Feet

Engineer's Concurrence for Project Acceptance

Project: Devine Lake Phase 4 **Date:** 11/30/2023

City of Leander Issued Permit Number: PICP-21-0029

Owner's Name & Address	**Consultant Engineer's Name & Address**
Bill Barton - Lennar Homes, Inc.	T. Walter Hoysa, P.E. - LJA Engineering
13620 North FM 620, Building 2, Suite 150	2700 La Frontera Boulevard, Suite 150
Austin, Texas 78717	Round Rock, Texas 78681

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

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

STATE OF TEXAS
T. W. HOYSA
100072
LICENSED
PROFESSIONAL ENGINEER
1/31/2024

Signature

T. Walter Hoysa, P.E.
Typed Name

LJA Engineering, Inc.
Engineering Firm Name

F-1386
Registered Engineering Firm Number

(SEAL)

ADA Assistance

107 Meadow Woods, Kyle TX 78640 (512) 787-3687 Fax (866)268-1810
Email: robert@adaassistance.com Internet: www.adaassistance.com

DATE: November 22, 2023

TO: T. Walter Hoysa
Central Texa Land Development
2700 La Frontera, Suite 150
Round Rock TX 78681

FROM: Robert Ronson, RAS #16 Robert Ronson

PROJECT: Devine Lake Phase 4
Devine Lake Bend, Aquilla Dr, Pickere St
Leander TX

Inspection performed: 11/21/2023

SUBJECT: INSPECTION COMPLETED – NO VIOLATIONS

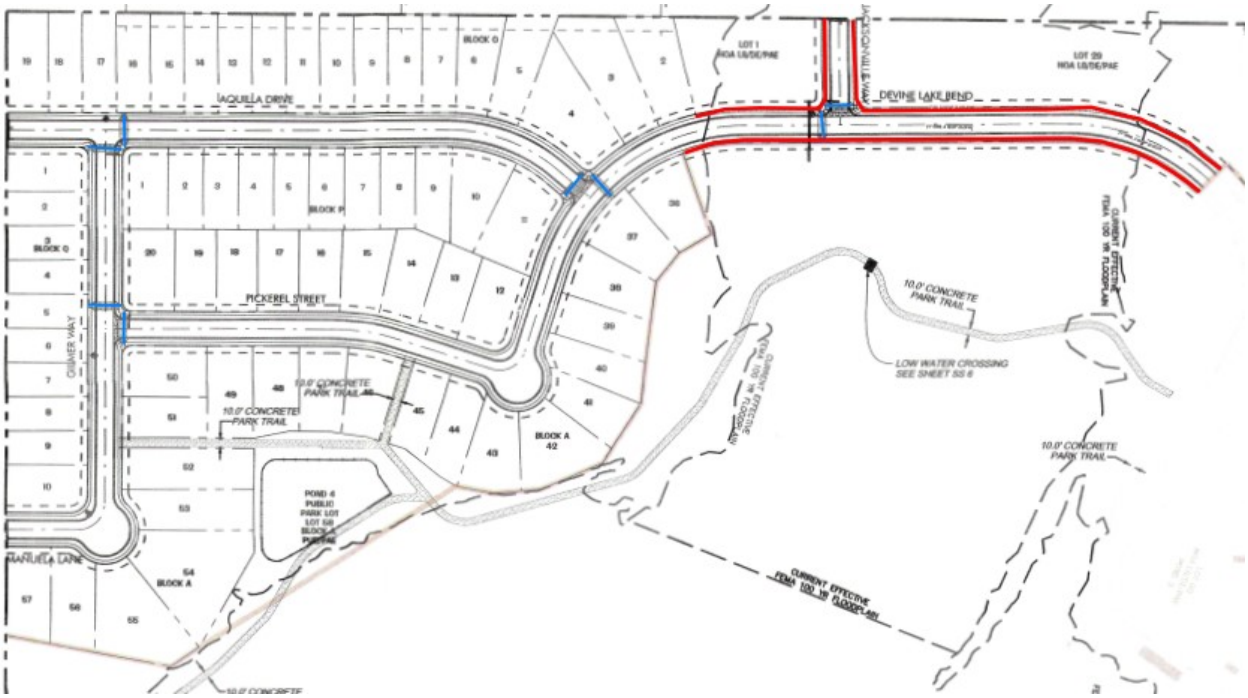
We are pleased to inform you that the referenced project has been inspected and no non-compliant items were found so the project appears to be in substantial compliance with provisions of the Texas Government Code, Chapter 469. Specifically inspected were pedestrian elements within the scope of the referenced project that were constructed at the time of the inspection: Curb ramp crossing (shown in blue) at Devine Lake Bend & Jacksonville Way, Devine Lake Bend & Aquilla Drive, Aquilla Drive & Gilmer Way, Gilmer Way & Pickerel Street; sidewalks (shown in red) along Block D Lot 1, Lot 29 HOA LS/DE/PAE both sides of Devine Lake Bend.

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

Also note, this project is understood to be under $50,000 in value and not subject to review and/or inspection under current state law, therefore this report is advisory in nature only and does not constitute a requirement under the Texas Architectural Barriers Act.

If you have any questions concerning the results of the inspection, or the requirements of the Architectural Barriers Act, or if you are not the owner of record for this facility, contact Robert Ronson at (512) 787-3687.

NOTE: *The review of documents as contract documents and field inspections by this accessibility specialist for the Texas Department of Licensing and Regulation (TDLR) is based on a best efforts endeavor following instruction and certification by TDLR. Plan review and inspection in no way warrants complete compliance with the Texas Accessibility Standards. The business, the professional, his employees, engineers, and client for whom the review or inspection is made agrees to hold harmless and indemnify this accessibility specialist from and against any liability arising from performance of the work.*



END OF REPORT

NOTE: *The review of documents as contract documents and field inspections by this accessibility specialist for the Texas Department of Licensing and Regulation (TDLR) is based on a best efforts endeavor following instruction and certification by TDLR. Plan review and inspection in no way warrants complete compliance with the Texas Accessibility Standards. The business, the professional, his employees, engineers, and client for whom the review or inspection is made agrees to hold harmless and indemnify this accessibility specialist from and against any liability arising from performance of the work.*

MAINTENANCE BOND
Subdivision Improvements

Bond No. 022236115

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that Five Star Civil Construction, LLC as Principal, whose address is 301 Brushy Creek Road, Ste. 108, Cedar Park, TX 78613, and Liberty Mutual Insurance Company, a Corporation organized under the laws of the State of MA, and duly authorized to do business in the State of Texas, as Surety, are held and firmly bound unto the **City of Leander, Texas** as Obligee, in the penal sum of Four Hundred Eighty Seven Thousand Nine Hundred Twelve And 99/100 Dollars ($487,912.99) to which payment will and truly to be made we do bind ourselves, our and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal has constructed Devine Lake Phase 4 (21-PICP-029) Street, Drainage, Water & Wastewater Improvements (the "improvements") pursuant to the ordinances of the Obligee, which ordinances are hereby expressly made a part hereof as though the same were written and embodied herein;

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

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

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

notified, it is agreed that the Obligee may do said work and supply such materials, and charge the same against Principal and Surety on this obligation.

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

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

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

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

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 12th day of January, 2024 .

Five Star Civil Construction, LLC
Principal

By: _____

Title: Ryan Houdek, President

Address: _____

301 Brushy Creek Road, Ste. 108
Cedar Park, TX 78613

Liberty Mutual Insurance Company
Surety

By: _____

Title: Steven W. Dobson, Attorney-in-Fact

Address: _____

7900 Windrose Ave
Plano, TX 75024

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

Time Insurance Agency, Inc.

1405 E. Riverside Drive, Austin, TX 78741

(Seal)

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

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

Certificate No: **8205041 - 969219**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, John W. Schuler; Patricia Ferguson; Steven W. Dobson

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of March, 2021.

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

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 15th day of March, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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

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

By: _____
Teresa Pastella, Notary Public

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

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 12th day of January, 2024.

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/21

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

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

Figure: 28 TAC § 1.601(a)(2)(B)

Have a complaint or need help?

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

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

Liberty Mutual Insurance Company

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

Call: Liberty Mutual Surety Claims **at** 206-473-6210
Online: www.LibertyMutualSuretyClaims.com
Email: HOSCL@libertymutual.com
Mail: P.O. Box 34526 Seattle, WA 98124

The Texas Department of Insurance

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

Call with a question: 1-800-252-3439
File a complaint: www.tdi.texas.gov
Email: ConsumerProtection@tdi.texas.gov
Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

¿Tiene una queja o necesita ayuda?

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

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

Liberty Mutual Insurance Company

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

LMS-15292e 9/20

Llame a: Liberty Mutual Surety Claims **al** 206-473-6210

En línea: www.LibertyMutualSuretyClaims.com
Correo electrónico: HOSCL@libertymutual.com
Dirección postal: P.O. Box 34526 Seattle, WA 98124

El Departamento de Seguros de Texas

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

Llame con sus preguntas al: 1-800-252-3439
Presente una queja en: www.tdi.texas.gov
Correo electrónico: ConsumerProtection@tdi.texas.gov
Dirección postal: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

512.767.7300
TBPELS F-1386
TBPELS 10110501
www.LJA.com
2700 La Frontera Boulevard, Suite 150, Round Rock, Texas 78681

December 1, 2023

Mr. Sarvesh D. Dhakal, PE
Assistant City Engineer
City of Leander
201 N. Brushy Street
Leander, TX 78641

Attn.,

Final Costs and Quantities for
Devine Lake Phase 4 (21-PICP-029)

Dear Sarvesh:

Please find enclosed the final costs and quantities from the general contractor, 5 Star Civil Construction, LLC (5 Star). The quantities break down to the following sub-totals:

Street, Grading, and Erosion Control Improvements	$ 1,584,084.50
Drainage Improvements	$ 1,965,650.10
Water Improvements	$ 433,621.40
Wastewater Improvements	$ 895,773.90
Total	**$ 4,879.129.90**

Maintenance Bond:

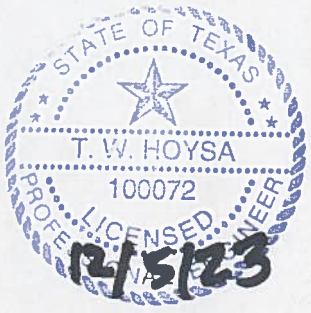
Total Improvements =	$ **4,879.129.90**
Maintenance Bond (10%) =	$ 487,912.99

Inspection Fee:

Total Improvements =	$ **4,879.129.90**
Inspection Fees (3.5%) =	$ 170,769.55
Currently Paid Inspection Fees =	$ 194,957.78
Remaining Inspection Fees =	$ (24,188.23)

If we can be of any further assistance, please do not hesitate to call at 512-439-4700.

Very Truly Yours,
LJA ENGINEERING, INC.



TW Hoysa, P.E.
Senior Project Manager

G:\zzLeander\A245-1001 Devine Lake\CONSTRUCT ADMIN\Phase 4\Closeout Docs\ARCHIVE\FC&Q Coversheet Phase 4.docx

301 BRUSHY CREEK RD #108
CEDAR PARK, TX 78613

FIVE STAR CIVIL CONSTRUCTION

DEVINE LAKE PHASE 4
CITY OF LEANDER
FINAL COST AND QUANTITIES

STREET IMPROVEMENTS LOCAL					COST
	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
1	CLEARING AND GRUBBING LOC	42.00	AC	$ 1,985.00	$ 83,370.00
2	SUBGRADE PREPARATION	14,525.00	SY	$ 1.35	$ 19,608.75
3	BIAXIAL GEOGRID (TENSAR TX-130S OR EQUIVALENT)	14,525.00	SY	$ 2.05	$ 29,776.25
4	8" CLB (3' BOC)	14,525.00	SY	$ 9.00	$ 130,725.00
5	2" HMAC	10,555.00	SY	$ 16.00	$ 168,880.00
6	CURB & GUTTER	7,075.00	LF	$ 14.10	$ 99,757.50
7	5' SIDEWALK	2,015.00	LF	$ 28.70	$ 57,830.50
8	CONCRETE VALLEY GUTTERS	3.00	EA	$ 4,905.00	$ 14,715.00
9	ADA RAMPS	16.00	EA	$ 1,100.00	$ 17,600.00
10	EXCAVATION, INCLUDING CUT FROM POND AREA	49,645.00	CY	$ 2.50	$ 124,112.50
11	EMBANKMENT, INCLUDING FILL FROM UTILITY SPOILS	54,965.00	CY	$ 2.50	$ 137,412.50
12	12' GRAVEL DRIVEWAY FOR POND	1.00	EA	$ 3,185.00	$ 3,185.00
13	STREET LIGHTS	25.00	EA	$ 6,185.00	$ 154,625.00
14	STREET SIGNS AND STOP BAR	7.00	EA	$ 980.00	$ 6,860.00
15	STRIPING & PAINTING	1.00	LS	$ 8,045.00	$ 8,045.00
16	GUARD RAIL	785.00	LF	$ 46.30	$ 36,345.50
17	RETAINING WALL, ALONG THE BACK OF LOTS PHASE 3	2,215.00	SF	$ 28.70	$ 63,570.50
18	TEMPORARY BARRICADES	4.00	EA	$ 1,380.00	$ 5,520.00
19	10' TRAIL	2,805.00	LF	$ 56.20	$ 157,641.00
20	TRAIL CREEK CROSSING, 3-18" RCP CLASS III WITH 6:1 S.E.T. EACH WAY	1.00	LS	$ 12,775.00	$ 12,775.00
21	PRE-CON SILT FENCE, INC MAINTENANCE AND REPAIR DURING CONSTRUCTION	11,880.00	LF	$ 3.85	$ 45,738.00
22	POST-CON SILT FENCE	7,060.00	LF	$ 3.05	$ 21,533.00
23	TREE PROTECTION	60.00	LF	$ 8.25	$ 495.00
24	INLET PROTECTION	20.00	EA	$ 99.20	$ 1,984.00
25	STABILIZED CONSTRUCTION ENTRANCE	1.00	EA	$ 1,600.00	$ 1,600.00
26	CONCRETE WASHOUT	1.00	EA	$ 716.00	$ 716.00
27	ROCK BERM	160.00	LF	$ 28.70	$ 4,592.00
28	OUTFALL RIPRAP	1.00	LS	$ 24,400.00	$ 24,400.00
29	TEMPORARY RESTORATION/REVEGETATION INCLUDING ALL AREAS IN EASEMENTS, TEMPORARY SPOILS DISPOSAL AREA, AND OFF-SITE BORROW AREA MEETING THE REQUIREMETN 1.4.5	175,300.00	SY	$ 0.20	$ 35,060.00
30	PERMANENT RESTORATION/REVEGETATION INCLUDING DETENTION PONDS & AREAS BETWEEN ROW & BACK OF CURB	28,000.00	SY	$ 1.00	$ 28,000.00
31	REVEGETATION MATTING	1,730.00	SY	$ 1.55	$ 2,681.50
				Total	**$ 1,499,154.50**

STREET IMPROVEMENTS - SAN GABRIEL PARKWAY					COST
	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
1	SUBGRADE PREPARATION	740.00	SY	$ 1.30	$ 962.00
2	BIAXIAL GEOGRID (TENSAR TX-130S OR EQUIVALENT)	740.00	SY	$ 3.80	$ 2,812.00
3	23" CLB (3' BOC)	740.00	SY	$ 27.80	$ 20,572.00
4	6" HMAC	560.00	SY	$ 50.40	$ 28,224.00
5	CURB & GUTTER	400.00	LF	$ 14.10	$ 5,640.00
6	10' SIDEWALK	200.00	LF	$ 50.70	$ 10,140.00
7	DEMOLITION AND REPLACE OR REMOVE AND RELOCATE EXISTING STORM SEWER SYSTEM AT SAN GABRIEL PARKWAY	1.00	LS	$ 15,200.00	$ 15,200.00
8	STRIPING	1.00	LS	$ 1,380.00	$ 1,380.00
				Total	**$ 84,930.00**

DRAINAGE IMPROVEMENTS					COST
	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
1	10' TYPE 1 CURB INLET	19.00	EA	$ 5,790.00	$ 110,010.00
2	18" CLASS III RCP	1,235.00	LF	$ 55.30	$ 68,295.50
3	24" CLASS III RCP	305.00	LF	$ 76.90	$ 23,454.50
4	30" CLASS III RCP	536.00	LF	$ 115.00	$ 61,640.00
5	36" CLASS III RCP	496.00	LF	$ 161.00	$ 79,856.00
6	42" CLASS III RCP	16.00	LF	$ 179.00	$ 2,864.00
7	48" CLASS III RCP	198.00	LF	$ 251.00	$ 49,698.00
8	5'X5' BOX STORM SEWER MANHOLE	2.00	EA	$ 5,795.00	$ 11,590.00
9	6'X6' BOX STORM SEWER MANHOLE	6.00	EA	$ 7,225.00	$ 43,350.00
10	7'X7' BOX STORM SEWER MANHOLE	1.00	EA	$ 13,500.00	$ 13,500.00
11	9-8'X3' MBC, PER TXDOT DETAILS	80.00	LF	$ 6,435.00	$ 514,800.00
12	13-8'X3' MBC, PER TXDOT DETAILS	60.00	LF	$ 8,595.00	$ 515,700.00
13	HEADWALL FOR 8'X3' MBC, PER TXDOT DETAILS	4.00	EA	$ 73,250.00	$ 293,000.00
14	VE 42" H 2 RAIL ORNAMENTAL IRON FENCE HANDRAIL	625.00	LF	$ 82.70	$ 51,687.50
15	SAFETY END TREATMENT	4.00	EA	$ 1,985.00	$ 7,940.00
16	TRENCH SAFETY	2,786.00	LF	$ 1.10	$ 3,064.60
17	BATCH DETENTION POND 4 W/SOLENOID CONTROL VALVE RAIN SENSOR, MANHOLE, TRASH RACK, AND ALL OTHER APPURTENANCES EXCLUDING MASS GRADING AND PERMANENT REVEGETATION, TEMPORARY SKIMMER	1.00	LS	$ 115,200.00	$ 115,200.00
				Total	**$ 1,965,650.10**

WATER IMPROVEMENTS					COST
	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
1	CONNECT TO EXISTING WATERLINE SYSTEM AT STUB	1.00	EA	$ 3,205.00	$ 3,205.00
2	8" WATERLINE, AWWA C900, CLASS 350, (DR14)	3,726.00	LF	$ 69.30	$ 258,211.80
3	8" GAVE VALVE AND BOX	10.00	EA	$ 3,195.00	$ 31,950.00
4	5-1/4" FIRE HYDRANT, INCLUDING 6" DI LEAD, 6" GV & BOX VALVE	5.00	EA	$ 6,910.00	$ 34,550.00
5	IRRIGATION SERVICE	1.00	EA	$ 5,950.00	$ 5,950.00
6	DOUBLE WATER SERVICE ON 8" WL	31.00	EA	$ 1,790.00	$ 55,490.00
7	SINGLE WATER SERVICE ON 8" WL	9.00	EA	$ 1,630.00	$ 14,670.00
8	TRENCH SAFETY	3,726.00	LF	$ 1.10	$ 4,098.60
9	16" STEEL ENCASEMENT	130.00	LF	$ 128.00	$ 16,640.00
10	IRRIGATION SLEEVING, 1X6" AND 2X4" PVC	90.00	LF	$ 98.40	$ 8,856.00
				Total	**$ 433,621.40**

WASTEWATER IMPROVEMENTS					COST
	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
1	CONNECT TO EXISTING WASTEWATER SYSTEM AT STUB	1.00	EA	$ 2,005.00	$ 2,005.00
2	8" WWL, 0-8' DEPTH, SDR 26 PVC, INCLUDING C900 PVC OR CONCRETE ENCASEMENT WHERE REQUIRED FOR WATERLINE CROSSINGS	265.00	LF	$ 41.40	$ 10,971.00
3	8" WWL, 8-10' DEPTH, SDR 26 PVC, INCLUDING C900 PVC OR CONCRETE ENCASEMENT WHERE REQUIRED FOR WATERLINE CROSSINGS	258.00	LF	$ 41.40	$ 10,681.20
4	8" WWL, 10-12' DEPTH, SDR 26 PVC, INCLUDING C900 PVC OR CONCRETE ENCASEMENT WHERE REQUIRED FOR WATERLINE CROSSINGS	203.00	LF	$ 58.90	$ 11,956.70
5	8" WWL, 12-14' DEPTH, SDR 26 PVC, INCLUDING C900 PVC OR CONCRETE ENCASEMENT WHERE REQUIRED FOR WATERLINE CROSSINGS	223.00	LF	$ 67.60	$ 15,074.80
6	8" WWL, 14-16' DEPTH, SDR 26 PVC, INCLUDING C900 PVC OR CONCRETE ENCASEMENT WHERE REQUIRED FOR WATERLINE CROSSINGS	257.00	LF	$ 83.00	$ 21,331.00
7	8" WWL, 16-18' DEPTH, SDR 26 PVC, INCLUDING C900 PVC OR CONCRETE ENCASEMENT WHERE REQUIRED FOR WATERLINE CROSSINGS	168.00	LF	$ 101.00	$ 16,968.00
8	18" WWL, 16-18' DEPTH, SDR 26 PVC, INCLUDING C900 PVC OR CONCRETE ENCASEMENT WHERE REQUIRED FOR WATERLINE CROSSINGS	568.00	LF	$ 171.00	$ 97,128.00
9	18" WWL, 18-20' DEPTH, SDR 26 PVC, INCLUDING C900 PVC OR CONCRETE ENCASEMENT WHERE REQUIRED FOR WATERLINE CROSSINGS	673.00	LF	$ 184.00	$ 123,832.00
10	21" WWL, 18-20' DEPTH, SDR 26 PVC, INCLUDING C900 PVC OR CONCRETE ENCASEMENT WHERE REQUIRED FOR WATERLINE CROSSINGS	372.00	LF	$ 236.00	$ 87,792.00
11	21" WWL, 20-22' DEPTH, SDR 26 PVC, INCLUDING C900 PVC OR CONCRETE ENCASEMENT WHERE REQUIRED FOR WATERLINE CROSSINGS	335.00	LF	$ 261.00	$ 87,435.00
12	4' DIAMETER, WWMH, 0-8' DEPTHS, INCLUDING BOLTED COVER	8.00	EA	$ 6,085.00	$ 48,680.00
13	4' DIAMETER (18" WWL), WWMH 0-8' DEPTHS, INCLUDING BOLTED COVER	10.00	EA	$ 6,170.00	$ 61,700.00
14	4' DIAMETER (21" WWL), WWMH 0-8' DEPTHS, INCLUDING BOLTED COVER	4.00	EA	$ 6,275.00	$ 25,100.00
15	4' DIAM (8" WWL) WWMH EXTRA DEPTH	23.00	VF	$ 619.00	$ 14,237.00
16	4' DIA (18" WWL) WWMH EXTRA DEPTH	98.00	VF	$ 488.00	$ 47,824.00
17	4' DIA (21" WWL) WWMH EXTRA DEPTH	50.00	VF	$ 619.00	$ 30,950.00
18	DOUBLE WASTEWATER SERVICE ON 8" WWL	20.00	EA	$ 1,730.00	$ 34,600.00
19	DOUBLE WASTEWATER SERVICE ON 18" WWL	15.00	EA	$ 1,740.00	$ 26,100.00
20	SIGNLE WASTEWATER SERVICE ON 18" WWL	1.00	EA	$ 1,545.00	$ 1,545.00
21	30" STEEL ENCASEMENT	240.00	LF	$ 214.00	$ 51,360.00
22	TRENCH SAFETY	3,322.00	LF	$ 1.10	$ 3,654.20
23	GRAVEL FOR GROUND WATER MITIGATION	1,750.00	CY	$ 35.50	$ 62,125.00
24	6" PVC FOR GROUND WATER MITIGATION	60.00	LF	$ 45.40	$ 2,724.00
				Total	$ 895,773.90

TOTAL CONSTRUCTION COSTS		
ITEM	DESCRIPTION	COST AMOUNT
	STREET IMPROVEMENTS LOCAL	$ 1,499,154.50
	STREET IMPROVEMENTS - SAN GABRIEL PARKWAY	$ 84,930.00
	DRAINAGE IMPROVEMENTS	$ 1,965,650.10
	WATER IMPROVEMENTS	$ 433,621.40
	WASTEWATER IMPROVEMENTS	$ 895,773.90
	GRAND TOTAL	$ 4,879,129.90
	2 YRS @ 10%	$ 487,912.99

LOGAN GIBBEY

Project Manager - Five Star Civil Construction

Updated 10.20.14

FINAL BILLS PAID AFFIDAVIT
AND WAIVER OF LIEN

STATE OF TEXAS
COUNTY OF

Date: 2-9-24

Developer: Lennar Homes, Inc

Contractor/Material
Provider ("Affiant"): Five Star Civil Construction, LLC

Project: Devine Lake Ph.4 21-PLAT-029

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

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

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

SUBSCRIBED AND SWORN TO BY Affiant on this 1st day of Feb, 2024.

Initialed: MC

AFFIANT:

Signature:

Typed Name: Matt Cummings

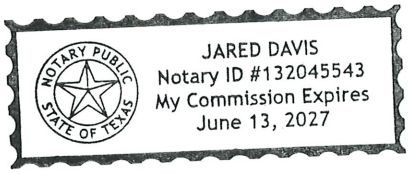
Title: VP of Project Management

STATE OF TEXAS
COUNTY OF Williamson

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 9th day of 2, 24.

[S E A L]



Notary in and for the State of Texas

Name: Jared Davis

My commission expires: 6-13-27

Initialed: _____

AGENDA ITEM # 25

EXECUTIVE SUMMARY
9/19/2024

AGENDA SUBJECT:
Approval of the purchase of fourteen (14) self-contained breathing apparatus (SCBA), and associated items, utilizing HGACBuy Cooperative Purchasing Contract EE08-19 in the amount of $157,301.13, and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:
The Fire Department utilizes air packs, also known as self-contained breathing apparatus (SCBA), to ensure safe breathing in hazardous environments, such as during building fires.

This is for the purchase of fourteen (14) SCBA's, thirty-one (31) harness straps, ten (10) air bottles, twenty (20) face masks, and ten (10) face mask straps from HEAT Safety Equipment LLC. These items will replace equipment as part of the department's regular replacement program.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:
Staff recommends approval.

PRESENTER:
Billy Wusterhausen, Fire Chief

Fiscal Impact

Amount requested:	157,301.13
Approved in current budget (Yes / No):	Yes
Expenditure (New / Amended):	New
Recurring or one-time:	One-time
Fund source (Operating / Utility / etc.):	General Fund Fire (01-50-5217; 01-50-7100)

Attachments:

1. Leander FD 9-62024
2. Q24-01314 Leander FD

HGACBuy	CONTRACT PRICING WORKSHEET For Catalog & Price Sheet Type Purchases	Contract No.:	EE08-19	Date Prepared:	9/6/2024

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	LEANDER FD	**Contractor:**	HEAT SAFETY EQUIPMENT LLC
Contact Person:	STUART HEATER	**Prepared By:**	JIMMIE-JOHN DURANT
Phone:	512-423-1907	**Phone:**	210-624-2320
Fax:	N/A	**Fax:**	N/A
Email:	sheater@leandertx.gov	**Email:**	jimmie-john@heatsafetyequipment.com

Catalog / Price Sheet Name:	2024 SCOTT FIRE & SAFETY PRICE LIST
General Description of Product:	**X3 PRO CGA with cylinders, masks, straps**

A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

Quan	Description	Unit Pr	Total
14	X8814025305A04 X3PRO CGA	9408.446	131718.244
31	201667-12 SPARE HARNESS KIT X3 PRO PARA EBSS	1063.197	32959.107
10	804722-35 CYL & VALVE ASSY 30 YR CGA 4.5 45 MIN	2069.308	20693.08
20	201215-22 - ASSY, AV3 HT W/4PT RED KEV	406.215	8124.3
10	BAND ASS, NECK AV 3000 HT	28.203	282.03
			0
			0
			0
			0
			0
			0
			0
		Total From Other Sheets, If Any:	
		Subtotal A:	193776.761

HGACBuy THE SMART PURCHASING SOLUTION

B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary
(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

Quan	Description	Unit Pr	Total
			0
			0
			0
			0
		Total From Other Sheets, If Any:	
		Subtotal B:	0

Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	**For this transaction the percentage is:**	0%

C. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

DISCOUNT	-36,475.63
Subtotal C:	-36475.631

Delivery Date:		**D. Total Purchase Price (A+B+C):**	157301.13

H E A T Safety Equipment LLC.

5465 Curran Rd.
Von Ormy, Texas 78073
Ph. (210) 624-2320

Quotation

DATE	Quotation No.
9/6/2024	Q24-01314

NAME / ADDRESS
Leander Fire Department 101 E. Sonny Drive Leander, TX 78641

P.O. NO.
EE08-19

ITEM	DESCRIPTION	QTY	COST	TOTAL
	X8814025305A04			
ATO	3M™ Scott™ Air-Pak™ X3 Pro SCBA with CGA X8814025305A04, 4500, E-Z Flo+, QD Hose, UEBSS, SEMS II, 2 ea/Case	14	7,637.44429	106,924.22
201667-12	SPARE HARN KIT,X3PRO,PARA,EBSS	31	863.06581	26,755.04
804722-35	3M™ Scott™ Cyl&Valve Assy 804722-35, 30 Yr, CGA, 4.5, 45 Min, 1 ea/Case 3M Catalog #: 804722-35, 3M Stock #: 7012474147, Previous 3M Stock #: XP100306784	10	1,679.791	16,797.91
201215-21	Assy,AV3 HT W/4PT,RED,S	3	329.75	989.25
201215-22	Assy,AV3 HT W/4PT KEV,RED,M	15	329.75133	4,946.27
201215-23	Assy,AV3 HT W/4PT KEV,RED,L	2	329.75	659.50
804176-03	BAND ASSY, NECK for 4pt and 5pt AV3000 HT	10	22.894	228.94

H-GAC # EE08-19 PRICING

Total $157,301.13

EXECUTIVE SUMMARY
9/19/2024

AGENDA SUBJECT:
Approval of a Resolution adopting the Hazard Mitigation Action Plan 2024.

BACKGROUND:
The City of Leander has a Hazard Mitigation Action Plan that should be renewed every five (5) years. The last plan was approved in 2017 and was set to expire in 2022. The City is operating under an extension of the current plan until the approval of this update.

Updates from the previous plan include:

- Risk and Vulnerability Assessment,
- Capability Assessment, and
- Mitigation Strategy.

HISTORY/TIMELINE:
Last plan updated 2017.

APPLICANT/AGENT:

RECOMMENDATION:
Staff recommends approval.

PRESENTER:
Aubury Holmes, Emergency Management Coordinator

Fiscal Impact

Attachments:

1. 2024 HMP Resolution
2. FEMA Approval Letter HMAP 2024

A RESOLUTION OF THE CITY OF LEANDER, TEXAS

RESOLUTION NO. xx-xxxx-xx

A RESOLUTION OF THE CITY OF LEANDER, TEXAS ADOPTING THE HAZARD MITIGATION PLAN 2024.

WHEREAS, the City of Leander recognizes the threat that natural hazards pose to people and property within City of Leander; and

WHEREAS, the City of Leander has prepared a multi-hazard mitigation plan, hereby known as HAZARD MITIAGTION PLAN 2024 in accordance with the Disaster Mitigation Act of 2000; and

WHEREAS, HAZARD MITIAGTION PLAN 2024 identifies mitigation goals and action to reduce or eliminate long-term risk to people and property in City of Leander from the impacts of future hazards and disasters; and

WHEREAS, adoption by the City of Leander demonstrates their commitment to the hazard mitigation and achieving the goals outlined in the HAZARD MITIAGTION PLAN 2024.

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

SECTION 1. The City Council adopts the Hazard Mitigation Plan 2024 as approved in its entirety.

SECTION 2. The City of Leander will purse available funding opportunities for implementation of the proposal designated therein, and will upon receipt of such resources, seek to implement the action contained in the mitigation strategies.

SECTION 3. The City of Leander vests with the Emergency Management Coordinator the responsibility, authority, and means to inform all parties of this action; assure the plan Update will be reviewed annually; and that any needed adjustments will adjust and if needed presented to the City Council for consideration.

SECTION 4. The City of Leander agrees to take such other action as may be reasonably necessary to carry out the objectives of the Plan Update and report on progress as required by FEMA and the Texas Division of emergency Management (TDEM).

PASSED, AND APPROVED this the 5th day of September 2024.

CITY OF LEANDER, TEXAS

_____

Christine DeLisle, Mayor

ATTEST:

_____

Dara Crabtree, City Secretary

DRAFT

U.S. Department of Homeland Security
FEMA Region 6
800 N. Loop 288
Denton, TX 76209

FEMA

July 24, 2024

Jennifer Charlton-Faia, Deputy State Hazard Mitigation Officer
Texas Division of Emergency Management
P.O. Box 285
Del Valle, Texas 78617-9998

RE: Approvable Pending Adoption of the Leander, Texas Multi-Jurisdiction Hazard Mitigation Plan

Dear Jennifer Charlton-Faia:

This office has concluded its review of the referenced plan, in conformance with the Final Rule on Mitigation Planning (44 CFR § 201.6). Formal approval of this plan is contingent upon the adoption by the participants on Enclosure A, as well as the receipt of the final draft of the plan containing all plan components.

Adopting resolutions must be submitted to this agency for review and approval no later than one year from the date of this letter. Failure to submit these resolutions in a timely manner could lead to a required update of the plan prior to FEMA approval.

Once this final requirement has been met, a letter of official approval will be generated. The Local Hazard Mitigation Planning Tool, with the reviewer's comments has been enclosed to further assist the jurisdictions in complying with planning requirements. If you have any questions, please contact David Freeborn, HM Community Planner, at (940) 898-5323.

Sincerely,

Ronald C. Wanhanen
Chief, Risk Analysis Branch

Enclosures: Participants

cc: Anne Lehnick

Participants

Attached is the list of participating local governments included in the July 24, 2024 review of the referenced Hazard Mitigation plan.

	Community Name
1)	Leander city
2)	Leander Independent School District

Adoption Submittal (Final)

Following the issuance this of Approvable Pending Adoption letter, all participants are provided one year to adopt the plan and submit it through the State to FEMA. For multi-jurisdictional plans, multiple adoptions should be submitted as a complete package as outlined below.

The State must submit the plan files via:

Risk Management Directorate (RMD) SharePoint:

https://rmd.msc.fema.gov/Regions/VI/Mitigation%20Planning/Forms/AllItems.aspx

Note: You will be requested to register if you have not already done so. All plans containing Protected Critical Infrastructure Information (PCII) must be submitted as an encrypted document with the password being sent separately in an email to ensure secure file submissions.

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1. Final draft of the plan in MS Word or pdf format containing:
   a. The final plan formatted as a single document.
   b. Documentation demonstrating adoption by the participating jurisdictions seeking approval. (i.e. copies of signed resolutions, official meeting minutes, etc.…) Note: Adoption resolutions can be separate files. Additional adoptions are not required to provide a copy of the plan.
   c. Remove strikethroughs, highlights and all Track Changes must be accepted in the final plan.

2. Send an email addressed to r6-mtd-planning@fema.dhs.gov as notification that the electronic file has been submitted. Please DO NOT send plans to the email inbox as it has very strict size limitations which will lock the inbox and not allow additional emails to be received. The email must include the following information:

   a. Include the follow when applicable: (Note: A submittal letter is no longer required.)
      i. Subject line [Approval Review for Name of Plan, State]
      ii. FEMA funding source, grant or disaster number, and project number (when applic
      iii. list of adopting jurisdictions
      iv. Plan File name (file name must include date submitted)

3. Submittals which do not conform to the above requirements will be returned to the State for resubmission

EXECUTIVE SUMMARY
9/19/2024

AGENDA SUBJECT:
Approval of an Interlocal Agreement by and between the Texas Municipal League (TML) and the City of Leander for cyber liability and data breach response insurance coverage effective October 1, 2024; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:
The City of Leander has carried cyber liability and data breach insurance through the Texas Municipal League (TML) for several years. This insurance has traditionally been bundled with the City's coverage for other perils. City staff was recently notified by TML that, effective October 1, 2024, a separate interlocal agreement would be required to continue the City's cyber liability coverage due to legal and financial considerations of the insurance market as it relates to cyber liability insurance. TML is essentially creating a new insurance pool specific to cyber liability with specific terms to address the unique nature of cyber liability claims.

This interlocal agreement has been reviewed and approved as to form by the City Attorney and is compliant with all applicable procurement statutes.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:
Staff respectfully recommends City Council approve an interlocal agreement between the Texas Municipal League (TML) and the City of Leander for cyber liability and data breach response insurance coverage; and authorize the City Manager to execute any and all necessary documents.

PRESENTER:
Stuart Smith, Assistant Director of IT/Information Security Officer

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	Fiscal Impact
Amount requested:	$1,875.00
Approved in current budget (Yes / No):	Yes
Expenditure (New / Amended):	New
Recurring or one-time:	Recurring
Fund source (Operating / Utility / etc.):	Operating

Attachments:

EXECUTIVE SUMMARY
9/19/2024

AGENDA SUBJECT:
Approval of Employee Health Benefits Contracts with Cigna for medical/prescription, dental and voluntary vision for the 2025 plan year with all insular products remaining the same; providing for an effective date; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:
On July 4, 2024, the City released an RFP for core benefits. We received four (4) Medical, five (5) Dental, and six (6) Vision vendors.

HUB Consultant Service assisted with the evaluation and negotiations; considered the factors such as Plan Benefit Offerings, Plan Costs, Bundling Options, Plan Network, and best product value for the employees and Electronic Information feeds from our Enrollment Software System.

Medical Finalists
Medical is the more comprehensive and big-ticket product the City offers. Blue Cross Blue Shield, the City's incumbent, missed the RFP deadline. HUB and HR staff interviewed Cigna and United Health Care and considered BAFO (Best and Final Offer) in rate & cost. The City strives to obtain a flat or reduced medical rate while maintaining an excellent network of physicians, and similar plan design. Cigna is recommended.

Rational for Bundling-City
Medical: to receive a decrease in rates, we bundled Dental and Vision. Carriers that could not offer a bundle were not considered.
The bundle comes with a 10% decrease for Medical, and savings of $498,939.00. The Dental decrease is 7.8% and savings of $19,685.00. Cigna was also able to offer $125,000.00 savings off the first bill, $25,000.00 Wellness Fund, $10.000.00 Tech Credit, $10,000.00 Performance Guarantee, and 9.9% Rate Cap for the following year.

General Product Information on Plans Paid by the City.
Medical and Dental - The proposed carrier has a larger network of physicians, dentists and hospitals for employees to select from.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:
Staff respectfully recommends City Council to authorize the City Manager to enter into agreement with Cigna for Medical, Dental and Voluntary Vision.

PRESENTER:
Christy Davis, HR Director

Fiscal Impact

Attachments:

1. 2025 Renewal Rates Comparison

Medical Comparison

Current Medical	PPO Lives	BCBS Rate	Employer	Employee	Bi-weekly
EE	204	651.85	651.85	0.00	0.00
ES	26	1,551.43	1,191.60	359.83	179.92
EC	46	1,290.71	1,035.17	255.54	127.77
FM	68	1,968.63	1,441.92	526.71	263.36

Renewal Medical	PPO Lives	Cigna Rate	Employer	Employee	Bi-weekly
EE	204	586.67	586.67	0.00	0.00
ES	26	1,396.29	1,072.44	323.85	161.92
EC	46	1,161.64	931.65	229.99	114.99
FM	68	1,771.77	1,297.73	474.04	237.02

Current Medical	HDHP Lives	BCBS Rate	Employer	Employee	Bi-weekly
EE	40	479.26	479.26	0.00	0.00
ES	5	1,140.66	945.14	195.52	97.76
EC	15	948.97	830.12	118.85	59.42
FM	7	1,447.39	1,129.17	318.22	159.11

Renewal Medical	HDHP Lives	Cigna Rate	Employer	Employee	Bi-weekly
EE	40	431.33	431.33	0.00	0.00
ES	5	1,026.59	850.62	175.97	87.98
EC	15	854.07	747.11	106.96	53.48
FM	7	1,302.65	1,016.26	286.39	143.20

BCBS - Blue Cross Blue Shield
PPO - Participating Provider Option
HDHP - High Deductible Health Plan
EE - Employee only
ES - Employee and Spouse
EC - Employee and Child(ren)
FM - Family

Dental Comparison

Current Dental	Base Lives	BCBS Rate	Employer	Employee	Bi-weekly
EE	102	11.73	11.73	0.00	0.00
ES	5	19.80	16.57	3.23	1.61
EC	5	30.01	22.70	7.31	3.66
FM	10	35.13	25.77	9.36	4.68

Renewal Dental	Base Lives	Cigna Rate	Employer	Employee	Bi-weekly
EE	102	10.82	10.82	0.00	0.00
ES	5	18.26	15.28	2.98	1.49
EC	5	27.68	20.94	6.74	3.37
FM	10	32.4	23.77	8.63	4.32

Current Dental	High Lives	BCBS Rate	Employer	Employee	Bi-weekly
EE	105	32.04	11.73	20.31	10.16
ES	40	64.26	43.25	21.01	10.51
EC	46	76.45	50.56	25.89	12.94
FM	91	108.65	69.88	38.77	19.38

Renewal Dental	High Lives	Cigna Rate	Employer	Employee	Bi-weekly
EE	105	29.55	10.82	18.73	9.37
ES	40	59.27	39.89	19.38	9.69
EC	46	70.52	46.64	23.88	11.94
FM	91	100.22	64.46	35.76	17.88

BCBS - Blue Cross Blue Shield
PPO - Participating Provider Option
HDHP - High Deductible Health Plan
EE - Employee only
ES - Employee and Spouse
EC - Employee and Child(ren)
FM - Family

EXECUTIVE SUMMARY
9/19/2024

AGENDA SUBJECT:
Approval of the extension of the application expiration for Subdivision Case FP-22-0040 Leander Springs Final Plat; more particularly described by Williamson Central Appraisal District Parcels R051592 and R403524, generally located southwest of the intersection of RM 2243 and 183A Toll Road, Leander, Williamson County, Texas.

BACKGROUND:
This request is for an extension of the expiration date of the Leander Springs Final Plat application. Article II, Section 24 (g) includes the following provisions.

(g) Application Expiration.

(1) The Final Plat 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 final plat is 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 final plat. Substantial progress shall consist of, at a minimum, a resubmission of the final plat and all relevant materials by the applicant that address all initial staff review comments from all reviewing departments.

The applicant is requesting additional time to allow for the review and approval of the Leander Springs Planned Unit Development (Z-24-0114). Following the approval of the zoning case, the construction plans may be approved followed by the final plat.

HISTORY/TIMELINE:
03/17/2022 – Concept Plan & Preliminary Plat Approved
11/16/2023 – Final Plat Application Expired, Staff Extension Granted
05/16/2023 – Final Plat Application Staff Extension Expired

APPLICANT/AGENT:
Kimley-Horn (Sarah Lee) on behalf of EIT Group Leander Springs Holdings, LLC. (Andrey Derevianko)

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 final plat application expires nine (9) months after the first review comment letter for the final plat is sent to the applicant.

Staff recommends approval of an additional six (6) month extension. Approving this extension would grant an extension to November 16, 2024 and will allow the developer to finalize the plat requirements for staff approval.

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

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Fiscal Impact

Attachments:

1. FP-22-0040 Att 1 Extension Request - Leander Springs
2. FP-22-0040 Att 2 Ordinance - Leander Springs
3. FP-22-0040 Att 3 Location Map - Leander Springs

Kimley»Horn

EXTENSION REQUEST LETTER

July 24, 2024

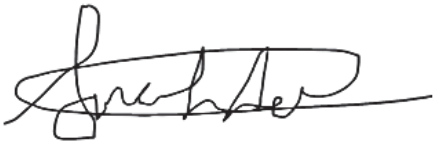
City of Leander
201 North Brushy Street
Leander, TX 78641

Re: Leander Springs Final Plat (FP-22-0040) – Application Extension Request

We respectfully request a permit application extension request for the Leander Springs Final Plat (FP-22-0040). We are pending the approval of the Public Improvement Construction Plan Phase 1 (PIPC-22-0025) and the Planned Unit Development Amendment 2 (Z-24-0114).

As all comments on the final plat are cleared, please consider our request for a six-month extension of application FP-22-0040.

Sincerely,



Sarah Lee, P.E.

PROJECT NAME: Leander Springs Final Plat

FINAL PLAT

APPLICATION & CHECKLIST SUBMITTAL PACKET

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GENERAL INFORMATION

The Final Plat is last step in the subdivision process. The final plat includes the survey description for each lot in the plat plus plat notes and dedication, recording and approval statements. The final plat is the "recorded document" that is filed for record with the county.

- **An approved Concept Plan and Preliminary Plat is required prior to submission of a Final Plat. A Final Plat is required for all subdivisions except those that qualify as a Short Form Final Plat or Amended Final Plat.**
- Construction plans may be submitted for review and approval simultaneously with a Final Plat only if the applicant elects to seek approval under the Alternative Review/Expedited Procedure. In addition, the Final Plat shall not be approved until the Construction Plans have been approved. If the Construction Plans and the Final Plat are to be reviewed simultaneously, a complete application for Constructions Plans and a complete application for Final Plat must be submitted to the City simultaneously.
- If the final plat does not conform to the approved preliminary plat, a redline document identifying all changes shall be provided and approved prior to the submittal of the final plat application. Staff will determine if the changes require a formal revision to the preliminary plat.
- If changes to the street names are proposed after the approval of the Preliminary Plat, then documentation from both Williamson and Travis County 911/Addressing stating that all street names on the Final Plat are approved and not duplicated in other areas of the counties.
- If a TIA was required for the submittal of the concept plan or preliminary plat, an update to the TIA is required to be submitted concurrently with the final plat. A meeting scoping with the City Engineer is required prior to submittal.
- Fees in lieu of a TIA or fees associated with a TIA are due prior to scheduling the final plat for review by the Commission for residential plats that do not require a site plan. Fees in lieu of a TIA or fees associated with a TIA are due at the site development stage for non-residential, multi-family, or residential plats that require a site plan.
- All fees such as TIA fee in lieu, fees associated with a TIA, parkland fee in lieu, recreation improvement deposit, roadway adequacy fees, etc are due prior to scheduling the plat for review by the Commission.

HELPFUL LINKS

DEVELOPMENT HUB
PERMIT, INSPECTION & COMPLIANCE CENTER

- Development Services – www.leandertx.gov/ds. Includes links to the following:
  - Development Process – Applications, Submittal Schedule
  - Planning Department: Zoning, Subdivision, Site Development, Current Developments
  - Building Permits & Inspections: Building Permits, Impact Fees
  - Engineering Department
  - Maps & Guides – Comprehensive Plan, Transportation Plan, Development Guide, Transportation Criteria Manual, Drainage Criteria Manual
- Fire: www.leandertx.gov/fire
- Parks: www.leandertx.gov/parksrec
- Development Hub – Application Portal: www.leandertx.gov/hubgo

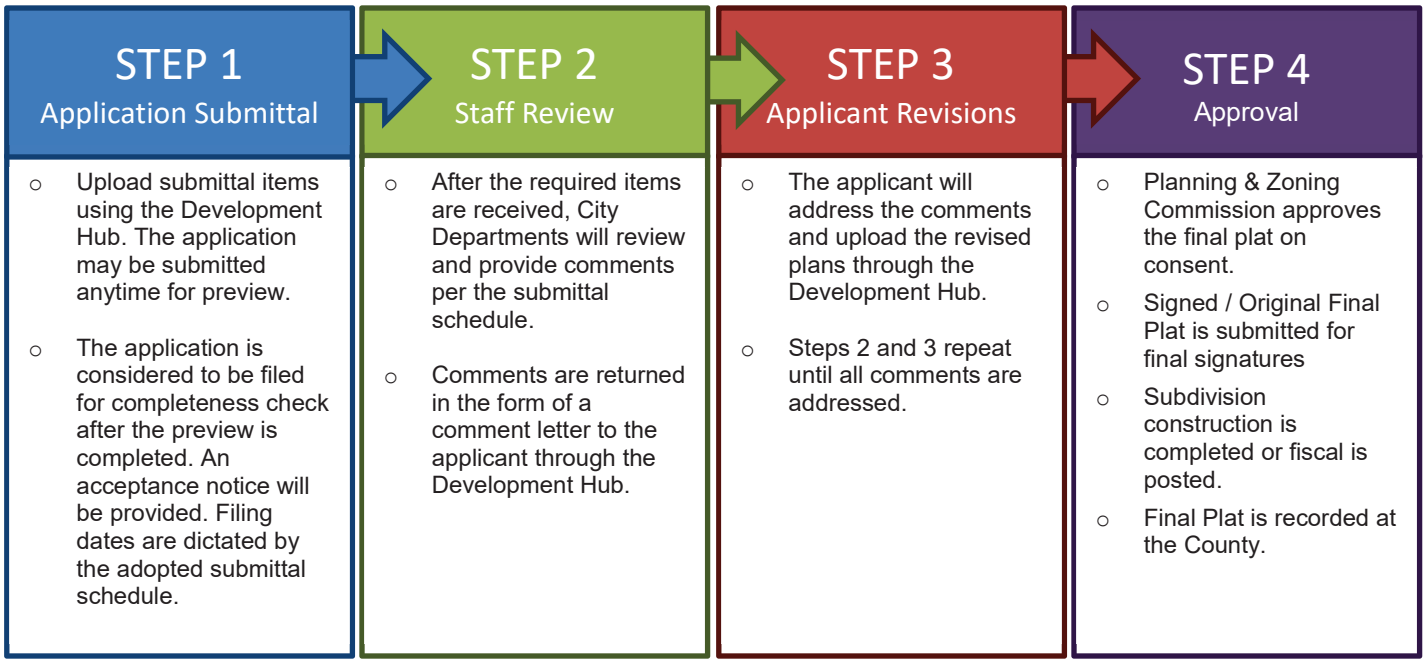
CONTACT INFORMATION

Please contact the Development Services Department by emailing planning@leandertx.gov with any questions regarding this application.

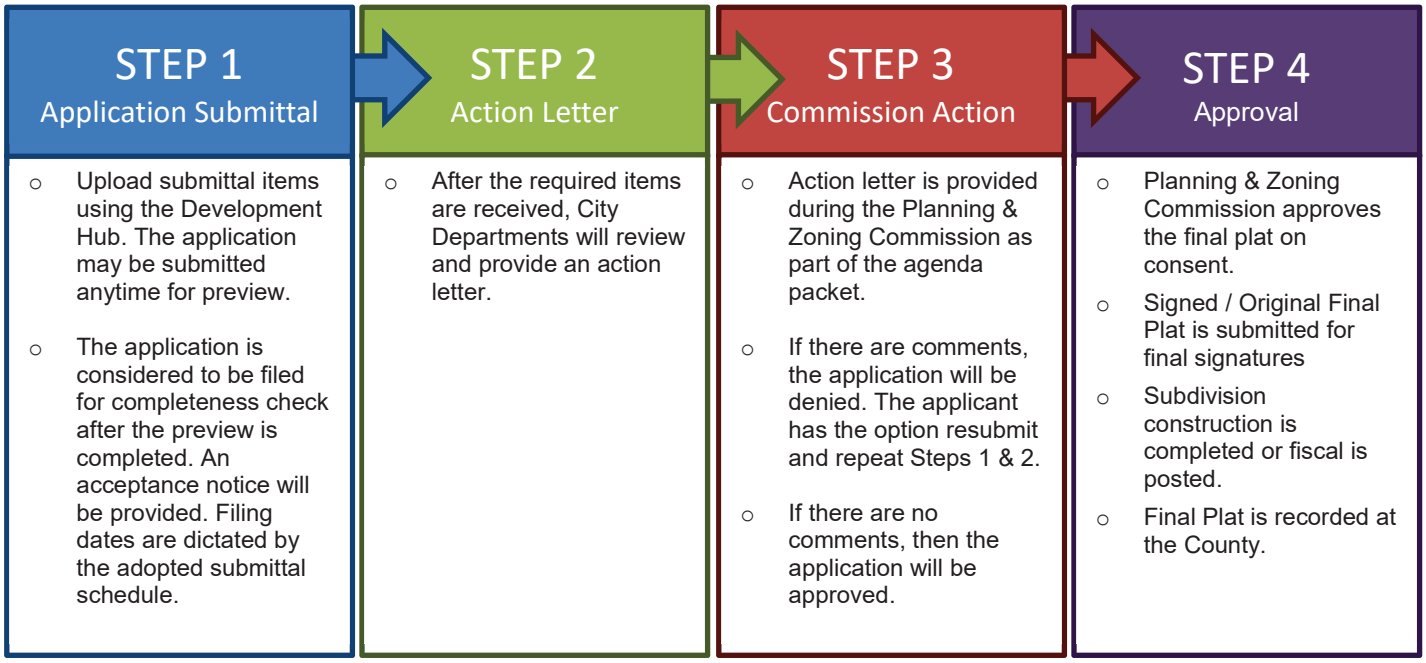
INSTRUCTIONS

- Fill out the following application and checklist completely prior to submission. Incomplete applications will not be accepted.
- Current applications and City ordinances may be found on the City's website (http://www.leandertx.gov/ds).
- The applicant is **required** to attend a Pre-Development Meeting prior to the submittal of the application or request/receive a Due Diligence Report. This requirement may be waived if the Director of Development Services deems that it is not necessary. Please contact the Planning Department to schedule the meeting by emailing planning@leandertx.gov.
- Please refer to the "Submittal Schedule" for submittal deadlines. Applications may be submitted through the Development Hub at anytime for preview. Once all items are confirmed and accepted, the review process will start on the next available filing date as listed in the submittal schedule.
- If the property is located within the ETJ of Travis County, concurrent review of the application is required with Travis County.
- All items listed in the "Required Items for Application Submittal" on page 4 shall be uploaded to the Development Hub.

PROCESS OVERVIEW – ALTERNATIVE PROCEDURE



PROCESS OVERVIEW – STANDARD PROCEDURE



REQUIRED ITEMS FOR APPLICATION SUBMITTAL

REQUIRED ITEMS

PROVIDED	*Check each box if you have complied with that item. This application/checklist is only a guide. All state and local ordinances and code requirements cannot be reflected on this application/checklist. If there are any questions regarding the regulations, the applicant shall consult source law.*
☒	1. Completed and signed application & checklist with the owner's signatures.
☒	2. Final Plat Document (18"X24" in size).
☒	3. Deed showing current ownership. Proof of signatory for corporations is required.
☐	4. Existing deed restrictions or covenants (if applicable).
☒	5. Certified tax certificate.
☒	6. Title Commitment (dated within one year). If the Title Commitment is older than one year, submit a property report or a Nothing Further Certificate.
☐	7. If a subdivision is located in an area served by any utility other than the City, the developer shall furnish a letter from such utility certifying their approval of the location of the utility easements shown on the plat and indicating the utility's intent to serve the property.
☒	8. Documentation that either the construction plans are already approved or concurrent submittal of the construction plans. **Concurrent review is only permitted with the Alternative Review Procedure**.
☒	9. Letter explaining any proposed Development Agreements that have not been executed (if applicable). If there is an existing Development Agreement, provide the name: Leander Springs PUD.
☐	10. Documentation from both Williamson and Travis County 911/Addressing stating that all of the street names on the Final Plat are not duplicated in other areas of the county.
☐	11. Is a variance proposed? ○ Yes ○ No If yes, provide the application with this submittal.
☒	12. Traffic Impact Analysis (TIA) information. Provide one of the following: ◉ TIA Letter (fee in lieu only) – This letter shall confirm the trip generation based on the current ITE Manual and the proposed fee in lieu of TIA request or that TIA fees are not required. The letter shall be signed and sealed by an engineer. ○ TIA Update Submittal (TIA review only) – Provide the TIA Submittal Form and associated documents for review. This form is available online. A scoping meeting with the City Engineer is required prior to submittal.
☒	13. Provide documentation that the concept plan and preliminary plat have been approved.
☒	14. Development meeting notes, confirmation that a development meeting was not required, or Due Diligence Report.
☒	15. Application Fees (calculation listed below).

APPLICATION FEE* CALCULATION

Filing Fee:	$ 750.00
$20 per lot or acre or portion thereof (whichever is greater):	$ 1558.02
GIS Mapping Fee:	$ 75.00
Fire Code Review Fee (per Phase or Section, whichever is greater):	$ 125.00
Professional Recovery Fee:	$ 250.00
Technology Fee:	$ 25.00
TOTAL FEE	**$** 2,783.02

* An invoice for application fees will be provided during the completeness check. All fees shall be paid prior to the acceptance of the submittal for review.

RESUBMITTAL FEES:

- Standard Review Procedure: A resubmittal fee in the amount of $1,000 is due after the first resubmittal.
- Alternative Review Procedure: A resubmittal fee in the amount of $500 is due for each submittal after the 3rd review.

UPLOADED DOCUMENT REQUIREMENTS

1. All documents shall be in PDF format, using Arial font with a minimum resolution of 300 dpi. Additional items that are needed to support engineering studies may be submitted in their native format. (i.e. HEC Models, AutoCAD files etc)
2. All PDFs of plat documents shall be exports from AutoCAD and not scans of a printed document.
3. All PDFs shall be bookmarked.
4. All sheets must be facing the correct direction and pages shall be bookmarked with the title on each page.
5. Each upload shall include a descriptive name of the file including the associated number from the "Required Items" list on page 4. Examples:
    - The application shall be identified as the application and include the creation date in MM.DD.YYYY format:
        1. Application 06.13.2022
    - The Final Plat shall be identified as the FP and include the creation date in MM.DD.YYYY format:
        2. Project Name FP 06.13.2022
    - Corrections shall include the version number in the title: 2. Project Name FP V2 06.13.2022

COMPLETENESS REVIEW REQUIREMENTS

The completeness review is a preview of the submittal package to confirm that the required documents and information have been submitted in order to confirm that the application is ready for review by City Staff.

The minimum required items are listed below for the first submittal of the application.

1. All items listed above in the "Required Items for Submittal Package" list shall be included.
2. All plat sheets shall meet the format listed in the "General Section" on page 9
3. All documents shall be legible.
4. Blank or pending sheets will not be accepted.

The minimum required items are listed below for the second and any other resubmittals.

1. Plats, comment letters, and other items listed in the comment letter.
2. Comment response letters shall include an explanation of how the comments were addressed. Responses such as "pending" or "noted" will NOT be accepted.
3. Any changes made by the applicant that were not requested by the reviewers shall be identified at the beginning of the comment letter.
4. Any required resubmittal fees.

FINAL PLAT REVIEW PROCESS

The applicant has the option to select the Alternative Review/Expedited Procedure or the Standard Review Procedure.

1. The Alternative Review Procedure is an expedited review that allows staff to provide comments and receive resubmittals administratively.
2. The Standard Review Procedure requires that the review comments are issued within 30 days as part of the action taken by the Planning & Zoning Commission.

If the applicant selects the Alternative Review Procedure, then the attached request form on page 21 must be executed. If the applicant selects the Alternative Review Procedure, they have the right to switch to the Standard Review Procedure by written request submitted on the day designated for acceptance of application in the Submittal Schedule. The applicant has the right to request a waiver to extend the review time by 30 days. This request needs to be reviewed at the time of application submittal.

ALTERNATIVE REVIEW PROCEDURE – EXPEDITED PROCESS

1. Submit required items through the Development Hub. These documents may be submitted at any time for preview. Once all required documents are confirmed, the application will be reviewed for completeness within 10 business days of the submittal date. If the application substantially fails to meet the minimal informational requirements, then it will not be accepted for review.

   If the application is determined to be complete, then it will be distributed for technical and content review (see requirements on page 5) in compliance with the submittal schedule.

2. A comment letter will be generated within 20 business days of the filing date and sent to the applicant. If the application is disapproved, then the letter will list the deficiencies with Code references.

3. The applicant will resubmit the corrected plan set for review. Submittals may be submitted at any time, but will be accepted for review based per the adopted Submittal Schedule. The resubmittal will be reviewed for completeness within 5 business days. A complete submittal shall include the following:
   a. Updated Plat
   b. Supporting materials
   c. Written response letter identifying how the comments were addressed
   d. Resubmittal fee (after the third resubmittal)

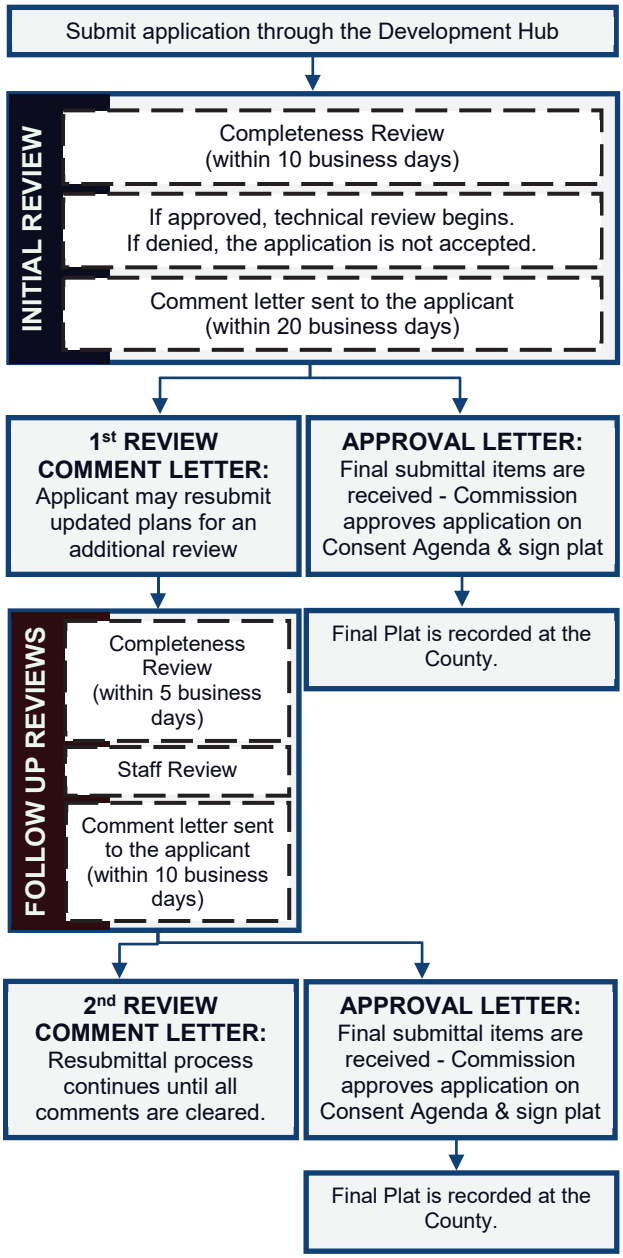
   If the items above are not provided, the re-submittal will be NOT be accepted.

4. A comment letter will be generated within 10 business days of the filing date. If the application is disapproved, the letter will list the deficiencies with Code references. If approved, the applicant will need to submit a final copy of the final plat that includes original signatures by the owner, engineer (if required), County (if septic is proposed), lien holder (if required), and surveyor. Any required fees are required to be paid prior to approval.

5. This process repeats until all comments are cleared. A resubmittal fee in the amount of $500 is due for each review after the 3rd review.

6. If the comment letter indicates that the applicant is eligible for a final submittal review, please upload the following items:
   a. Updated Plat
   b. Supporting materials
   c. Comment response letter identifying how the comments were addressed
   d. Submittal Fees (after the 3rd review)

7. Once the Commission approves the final plat, the developer will either need to complete the subdivision improvements or post fiscal for the improvements. Then the final plat will be sent to the County for recordation. Once the plat is recorded, the process will be completed.



STANDARD REVIEW PROCEDURE

1. Submit required items through the Development Hub. These documents may be submitted at any time for preview. Once all required documents are confirmed, the application will be reviewed for completeness within 10 days of the submittal date. If the application substantially fails to meet the minimal informational requirements, then it will not be accepted for review.

   If the application is determined to be complete, then it will be distributed for technical and content review (see requirements on the on page 5) in compliance with the submittal schedule.

2. A disapproval or approval letter will be generated within 30 days of the filing date and scheduled for action by the Commission. If the application is disapproved, the letter will list the deficiencies with Code references. If approved, the applicant will need to submit a final copy of the plat that includes original signatures by the owner, engineer (if required), County (if septic is proposed), lien holder (if required), and surveyor.

3. If the application is disapproved by the Commission, the applicant has the ability to resubmit for an additional review of a corrected plan set. Resubmittals will only be accepted on Tuesdays per the adopted Submittal Schedule. The resubmittal will be reviewed for completeness within 5 business days. A resubmittal fee in the amount of $1,000 is required for each submittal after the first resubmittal. A complete submittal shall include the following:
   a. Updated Plat
   b. Supporting materials
   c. Comment response letter identifying how the comments were addressed
   d. Submittal Fees (after the 2nd review)

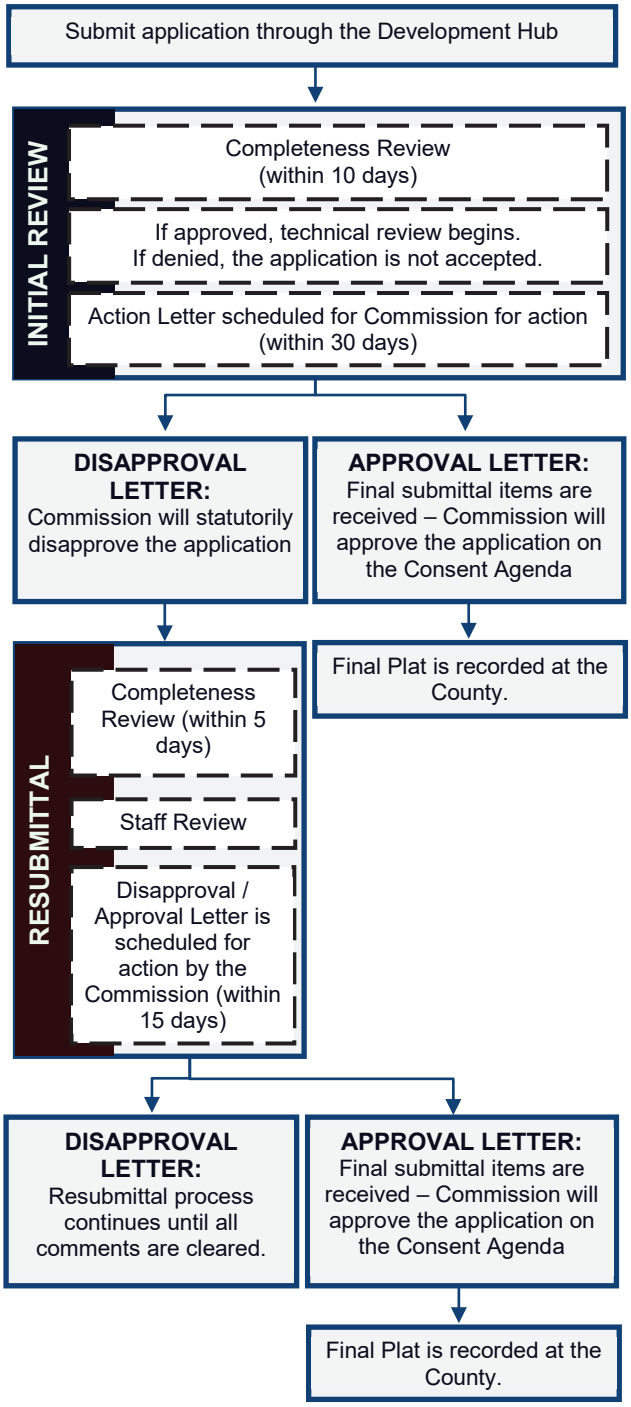
   If the items above are NOT provided, then the re-submittal will be not be accepted.

4. A disapproval or approval letter will be generated within 15 days of the filing date and scheduled for action by the Commission. If the application is disapproved, the letter will list deficiencies with Code references. If approved, the applicant will need to submit a final copy of the plat that includes original signatures by the owner, engineer (if required), County (if septic is proposed), lien holder (if required), and surveyor.

5. If the application is disapproved, the applicant has the ability to resubmit for an additional review of the corrected plan set. The process listed in item 3 and 4 above shall be repeated.

6. Once the Commission approves the final plat, then the plat will be signed by the Commission. After any conditions are addressed then the plat will be signed by the Planning Director and City Secretary.

7. After the plat is signed, the City will send the plat to the County for recordation. Once the plat is recorded, the process will be completed.



APPLICANT INFORMATION

Please Note: The signature of owner authorizes City of Leander staff to visit and inspect the property for which this application is being submitted. The signature also indicates that the applicant or his/her agent has reviewed the requirements of this checklist and all items on this checklist have been addressed and complied with. If there are multiple property owners, one notarized form per owner is required. Approval of this application and the related plat or plans does not constitute the approval of variances or waivers to ordinance requirements. Applicant is responsible for compliance with all applicable ordinance unless a variance, waiver, or exception has been specifically approved.

The agent is the official contact person for this project and the single point of contact. All correspondence and communication will be conducted with the agent. If no agent is listed, the owner will be considered the agent.

(Check One):

___ *I, the owner, will represent this application with the City of Leander.*

✓ *I, the owner, hereby authorize the person named below to act as my agent in processing this application with the City of Leander.*

(Check One):

___ *I, the owner, have selected the Standard Review Procedure.*

✓ *I, the owner, have selected the Alternative Review/Expedited Procedure and completed the required waiver form.*

OWNERSHIP INFORMATION:

Owner Name (Company or Individual): REIT Group Leander Springs Holdings LLC

Contact Name: Andrey Derevianko / Managing Member of USAPI, LLC

(If property ownership is in the name of a partnership, corporation, joint venture, trust or other entity, please list the official name of the entity and the name of the managing partner.

Phone: 512-888-0399 Fax: _____

Address: 802 Northern Shores Point City: Greensboro State: NC Zip: 27455

Email: andrey@ilanddg.com Mobile: 512-888-2399

By signing this form, the owner of the property authorizes the City of Leander to begin proceedings in accordance with the process for the type of application indicated above. Owner further acknowledges that submission of an application does not in any way obligate the City to approve the application. By signing this form the owner of the property authorizes the City of Leander to enter upon the property to perform all necessary inspections and acknowledges that the construction will be in accordance with the City of Leander standards and the approved construction documents. By indicating an agent on the application, the property owner authorizes the agent to represent the request and all official contact will be between the City of Leander and the agent.

Owner's Signature: _____ **Date:** 7/19/2024

THE STATE OF NC §

§ KNOW ALL MEN BY THESE PRESENTS

COUNTY OF Guilford §

Before me, Sviatlana Shaukaya, on this day personally appeared Andrey Derevianko known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 19 day of July 2024.

Notary Public's Signature Sviatlana Shaukaya

My Commission Expires: Oct. 14, 2025

SVIATLANA SHAUKAYA NOTARY PUBLIC GUILFORD COUNTY, NC MY COMMISSION EXPIRES OCTOBER 14, 2025

AGENT INFORMATION:

If an agent is representing the owner of the property, please complete the following information:

Project Agent: Sarah Lee, P.E. **Company:** Kimley-Horn

Phone: 512-661-2925 Fax: _____

Address: 5301 Southwest Parkway, Building 2 City: Austin State: TX Zip: 78735

Email: Sarah.Lee@kimley-horn.com Mobile: _____

I hereby attest that I prepared this application/checklist and that all information shown hereon is correct and complete to the best of my knowledge:

_____ *Signature*

Sarah Lee *Name (printed)*

7/02/2024 *Date*

APPLICANT INFORMATION

Please Note: The signature of owner authorizes City of Leander staff to visit and inspect the property for which this application is being submitted. The signature also indicates that the applicant or his/her agent has reviewed the requirements of this checklist and all items on this checklist have been addressed and complied with. If there are multiple property owners, one notarized form per owner is required. Approval of this application and the related plat or plans does not constitute the approval of variances or waivers to ordinance requirements. Applicant is responsible for compliance with all applicable ordinance unless a variance, waiver, or exception has been specifically approved.

The agent is the official contact person for this project and the single point of contact. All correspondence and communication will be conducted with the agent. If no agent is listed, the owner will be considered the agent.

(Check One):

___ *I, the owner, will represent this application with the City of Leander.*
✓ *I, the owner, hereby authorize the person named below to act as my agent in processing this application with the City of Leander.*

(Check One):

___ *I, the owner, have selected the Standard Review Procedure.*
✓ *I, the owner, have selected the Alternative Review/Expedited Procedure and completed the required waiver form.*

OWNERSHIP INFORMATION:

Owner Name (Company or Individual): REIT Group Leander Spring Holdings LLC

Contact Name: Ravinder Katta / Managing Member of REIT Group Management I, LLC

(If property ownership is in the name of a partnership, corporation, joint venture, trust or other entity, please list the official name of the entity and the name of the managing partner.

Phone: 512-888-0399 Fax: _____

Address: 13212 Coleto Creek Trail City: Austin State: TX Zip: 78732

Email: rkatta@rgxinvest.com Mobile: _____

By signing this form, the owner of the property authorizes the City of Leander to begin proceedings in accordance with the process for the type of application indicated above. Owner further acknowledges that submission of an application does not in any way obligate the City to approve the application. By signing this form the owner of the property authorizes the City of Leander to enter upon the property to perform all necessary inspections and acknowledges that the construction will be in accordance with the City of Leander standards and the approved construction documents. By indicating an agent on the application, the property owner authorizes the agent to represent the request and all official contact will be between the City of Leander and the agent.

Owner's Signature: _____ **Date:** 07/19/2024

THE STATE OF Texas §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF Travis §

Before me, Melissa Garcia, on this day personally appeared Ravinder Katta known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 19th day of July 2024.

MELISSA GARCIA
Notary Public, State of Texas
Comm. Expires 07-08-2025
Notary ID 125351322

Notary Public's Signature _____
My Commission Expires: 07-08-2025

AGENT INFORMATION:

If an agent is representing the owner of the property, please complete the following information:

Project Agent: Sarah Lee, P.E. **Company:** Kimley-Horn

Phone: 512-661-2925 Fax: _____

Address: 5301 Southwest Parkway, Building 2 City: Austin State: TX Zip: 78735

Email: Sarah.Lee@kimley-horn.com Mobile: _____

I hereby attest that I prepared this application/checklist and that all information shown hereon is correct and complete to the best of my knowledge:

_____ Sarah Lee 7/02/2024
Signature *Name (printed)* *Date*

FINAL PLAT CHECKLIST

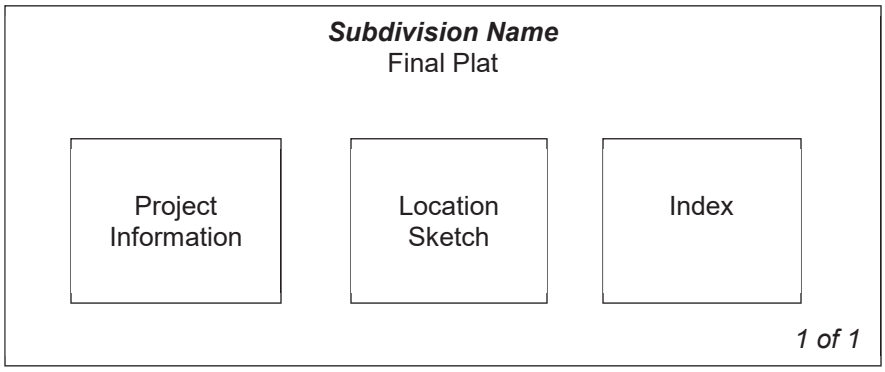
Please note that this checklist is intended to describe the general scope of construction plan applications. Additional information may be required to assure ordinance compliance. The owner/agent shall initial each line item confirming the requested information is included with this application. All ordinance references are to the Subdivision Ordinance unless otherwise specified.

GENERAL

		Ordinance Reference
JG 1.	Each section heading represents a plan sheet associated with the submittal. The following sheets shall be included in the following order: ❑ Cover Sheet ❑ Final Plat Sheets ❑ Notes & Signatures	Art II,Sec 24 (d)(2)
JG 2.	Provide an overall layout sheet of the subdivision if the property does not fit on one sheet.	Art II, Sec 24 (b)
JG 3.	All sheets shall be numbered in numeric order without letters (e.g. 1, 2, 3, etc.), not C-1, E-1, etc. These numbers shall be provided in the bottom right corner of every sheet and include the total number of sheets.	Art II,Sec 24 (d)(2)
JG 4.	All property lines shall be identified with a solid, heavy, and black line.	Art II,Sec 24 (d)(2)
JG 5.	All offsite easements are required to be recorded prior to the approval of the final plat. Examples of offsite easements may include water, wastewater, or drainage easements. Templates are available from the Planning Department.	Art II, Sec 24 (c)(4)(i)

SHEET 1 – COVER SHEET

		Ordinance Reference
JG 1.	Title block including the following in the top center of the page. The "Subdivision Name" shall match the preliminary plat and include the phase and section number. The proposed name of the subdivision does not have the same spelling nor is it pronounced similarly to the name of any other subdivision located within the City or within the extraterritorial jurisdiction unless for different sections or phases of the same subdivision. *Subdivision Name* Final Plat	Art II, Sec 24 (c)(1)(i)
JG 2.	Project information on the left side of the sheet including the following: ❑ Property owner name, address, and phone number ❑ Developer name, address, and phone number ❑ Engineer name, address, and phone number ❑ Surveyor name, address, and phone number ❑ Developer/Agent name, address, and phone number ❑ Filing date	Art II, Sec 24 (c)(1)(ii)
JG 3.	Scale (graphic and number format) and north arrow.	Art II, Sec 24 (c)(1)(ii)
JG 4.	Location sketch below the title block. This sketch shall show relation of the subdivision to streets and other prominent features in all directions for a radius of at least one (1) mile using a scale of one inch equals two thousand feet (1"=2,000'). The latest edition of the USGS 7.5 minute quadrangle map is recommended.	Art II, Sec 24 (c) (1) (iii)
JG 5.	Index on the right side of the sheet name and number.	Art II,Sec 24 (d)(2)
JG 6.	Example cover sheet:	Art II,Sec 24 (d)(2)
JG 7.	Table including the total number of lots, acreage, breakdown of lots by proposed uses and reservations for all lots in the subdivision.	Art II, Sec 24 (c)(1)(iv)
NA 8.	Provide a table including the street name(s) and linear footage.	Art II,Sec 24 (d)(2)



SHEET 2 – FINAL PLAT

		Ordinance Reference
EXISTING CONDITIONS		
JG 1.	The existing property lines of the land being subdivided, including bearings and distances, of the land being subdivided. Property lines shall be drawn sufficiently wide to provide easy identification.	Art II, Sec 24 (c)(2)(i)
JG 2.	Plat or deed references for adjacent property as determined by the most recent tax rolls for all properties located within two hundred (200) feet of the subdivision boundary.	Art II, Sec 24 (c)(1)(v)
JG 3.	Areas delineating the regulatory one hundred (100) year floodplain, if applicable. This information must be certified by a licensed professional engineer.	Art II, Sec 24 (c)(2)(ii)
JG 4.	Location, dimensions, names and descriptions of all existing or recorded streets, alleys, reservations, railroads, easements or other public rights-of-way within the subdivision, intersecting or contiguous with its boundaries or forming such boundaries, as determined from existing deed and plat records.	Art II, Sec 24 (c)(2)(iii)
JG 5.	Survey ties locating adjacent intersecting streets/driveways and median breaks to determine compliance with alignment or off-set requirements on a boundary street within a distance of 1,000 feet of the subdivision boundary.	Art II, Sec 24 (c)(2)(iii)
JG 6.	Survey ties at no less than three hundred (300) foot intervals across boundary streets indicating existing ROW width/location (unless such ROW was dedicated by plat). This measurement is used to determine if additional ROW is required based on the Transportation Plan	Art II, Sec 24 (c)(2)(iii)
JG 7.	The location of the City limit lines and/or outer border of the City's extra-territorial jurisdiction.	Art II, Sec 24 (c)(2)(iv)
JG 8.	The location of the County line if it traverses or is contiguous to the subdivision.	Art II, Sec 24 (c)(2)(iv)
SURVEY CONTROL INFORMATION		
JG 1.	True bearings and distances to the nearest established street lines, official monuments, or existing subdivision corner, which is accurately described on the plat and rotated to the state plane coordinate system. Using said system, X and Y coordinates shall be identified for four (4) property corners.	Art II, Sec 24 (c)(3)(i)
JG 2.	The description and location of all permanent monuments or benchmarks, standard monuments, survey control points and lot pins.	Art II, Sec 24 (c)(3)(ii)
JG 3.	Suitable primary control points to which all dimensions, bearings and similar data shall be referenced. At least one (1) corner of the subdivision shall be located with respect to a corner of the original survey of which it is a part.	Art II, Sec 24 (c)(3)(iii)
JG 4.	Sufficient data for each lot to prove mathematical closure.	Art II, Sec 24 (c)(3)(iv)
JG 5.	Metes and bounds description.	Art II, Sec 24 (c)(3)(iv)
JG 6.	AutoCAD or GIS digital file on a CD as follows: Any graphics files in electronic format shall be in ESRI shape file format or Autodesk native file format, using the Datum, Projection, and Units listed below. The zoom settings, views, pen tables, and layers for each file shall be set to display the drawing as a complete plat sheet. Symbol files, font files, external reference files and other files required to correctly display the drawings shall be included in the same directory as the graphics files. A key of all CAD layers, with a description of the information on each layer, shall be provided to assist city staff in extracting the required information. For submittals in Shape file format, all metadata as listed above shall be included. Datum: North American Datum 1983 (NAD 83) Projection: Texas State Plane – Central Zone (4203) Units: US Survey Feet	Art II, Sec 24 (c)(3)(v)
IMPROVEMENTS:		
JG 1.	The location, bearings, distances, and widths of proposed streets, alleys, easements and rights-of-way to be dedicated to public use.	Art II, Sec 24 (c)(4)(i)
NA 2.	A ten foot wide public utility, landscape and pedestrian access easement is dedicated and shown graphically adjacent to all street ROW. (Note: if use is single family or duplex, only dedicate a ten foot public utility easement).	Art III, Sec 46 (c)
NA 3.	A two and a half foot wide public utility easement is dedicated and shown graphically on all side lot lines.	Art III, Sec 46 (c)
NA 4.	A public safety and a public utility easement is shown on all private streets in the subdivision and includes cable and telecommunications utilities (only if private streets are proposed).	Art III Sec 42 (g)
NA 5.	Streets: Complete curve data (delta, arc length, radius, tangent, point of curve, point of reverse curve, point of tangent, long chord with bearing) between all lot corner pins. Provide street centerline information	Art II, Sec 24 (c)(4)(ii)

NA	6.	Water Courses and Easements: Distances along the side lot lines from the right-of-way line or the high bank of a stream. Traverse line along the edge of all major waterways in a convenient location, preferably along a utility easement if paralleling the drainage easement or stream.	Art II, Sec 24 (c)(4)(iii)
JG	7.	The property lines and number designations of all proposed lots and blocks, with complete bearings, distances and dimensions for front, rear and side lot lines. Identify the dimensions in number format instead of abbreviations (ex. C10 = 110'). If inside the City, lot area, width and depth, public utility and drainage easements conform to the requirements as established for the designated land use as set forth in the Composite Zoning Ordinance. If outside the City, lots served by a central sewage system have a minimum area as provided in the Composite Zoning Ordinance in the zoning district appropriate for the proposed land use.	Art II, Sec 24 (c)(4)(iv)
JG	8.	All land area within the boundaries of the subdivision or re-subdivision except that area specifically dedicated as public right-of-way for any purpose shall be designated as a lot and numbered in sequential order.	Art III, Sec 45 (b) (14)
JG	9.	No lot has a lot line intersection of less than forty-five (45) degrees.	Art III, Sec 45 (b)(7)
JG	10.	Lots to be owned and maintained by an HOA shall include "HOA" as part of the lot label (ex. HOA Parkland, HOA Landscape Lot)	Art II, Sec 24 (c)(1)(iv)
JG	11.	Lots to be dedicated to the City shall include "Public" as part of the lot label (ex. Public Parkland).	Art II, Sec 24 (c)(1)(iv)
JG	12.	The use, property dimensions, names and boundary lines of all special reservations to be dedicated for public use, including sites for schools, churches, parks and open spaces; common ownership; or subsequent development.	Art II, Sec 24 (c)(4)(v)
JG	13.	The final plat is in conformance with the approved preliminary plat.	Art II, Sec 24 (a)(2)
NA	14.	Graphically show the proposed location of sidewalks.	Art II, Sec 24 (c)(4)(vii)
JG	15.	If inside the City limits, subdivision complies with the Leander Composite Zoning ordinance. If plat does not comply with existing zoning, a re-zoning application is enclosed. **Current zoning** (if inside City of Leander)_____ (Do not show on plat)	Art II, Sec 24(f)(3)(i)
JG	16.	Information showing that the proposed subdivision complies with the Transportation Criteria Manual street design standards including minimum horizontal curve radii, tangent spacing between curves, intersection spacing, ROW widths, curb return radii, etc.	Sec 42 (b)(1)
JG	17.	All lots front on a dedicated public roadway except for lots that have been approved to front a private street that will be maintained by an association.	Art III, Sec 45 (b)(8)
JG	18.	"Flag" lots are not proposed unless there are no other reasonable alternatives and they meet the following conditions: ____ Driveways would be located no closer than permitted by the Transportation Criteria Manual. ____ The minimum width of the flag lot is no less than twenty five (25) feet. ____ The narrow portion of the lot is dedicated as a common driveway access easement. ____ No more than two "flag" lots are located side by side. ____ The Fire Chief has no objection to the lot layout. ____ The narrow "flag pole" portion of the lot is not considered when calculating lot width, depth or area requirements, or in establishing setback requirements.	Art III, Sec 45 (b)(8)
NA	19.	There are no single-family or two-family double frontage lots. Single-family and two-family residential lots adjacent to an arterial street comply with Art. VI, Sec. 8 of the Composite Zoning Ordinance and are prohibited by note from having direct access from an arterial street.	Art III, Sec 45 (b)(10)
NA	20.	Wherever feasible, single-family and two-family residential lots are oriented so that the rear line of a lot is not the side lot line of another lot.	Art III, Sec 45 (b)(9)
NA	21.	Single-family and two-family residential lots adjacent to an arterial street have access on a residential street only and a note is shown on the plat prohibiting access to the other street.	Art III, Sec 45 (b)(10)
JG	22.	The proposed subdivision complies with the Leander Transportation Plan.	Art II, Sec 24 (c)(2)(iii)
JG	23.	Street right-of-way is dedicated with the plat for the full length and/or width of the lots adjacent to such street, unless otherwise approved by the City Engineer.	Art III, Sec 42 (b)(2)(vi)
JG	24.	Boundary streets have been reviewed for adequate ROW and improvements. If boundary street improvements are needed, these are described by a note on the plat.	Art III, Sec 45 (b)(2)(i)
JG	25.	The following is information to the applicant: Al Clawson Disposal, Inc. is currently the sole provider of waste hauling for this site both during and after construction.	Franchise Agreement

JG 26. If private streets are proposed, the following are provided. Private streets may only be approved for local streets and may not be approved where the gated, private street would prohibit the connection of the street network between neighborhoods impair the ability to complete the City's overall transportation network. — Art III, Sec 42(b)(2)(vii) & Art III, Sec 45 (f) & (g)

a) A document establishing an owner's association responsible for maintenance and operation of the private street(s) is provided in accordance with the Subdivision Ordinance.
b) A note is provided on the plat noting the association's responsibilities and the document # establishing the association.
c) The document establishing the association also establishes annual assessments adequate to cover the expense of maintenance and operation of the private streets and gives the City the authority to judicially enforce the covenants requiring adequate assessments to be made and collected and the streets to be maintained and repaired; and provides for the City to recover any attorney's fees and expenses incurred in judicial enforcement.
d) The developer has granted the City a public safety easement and a public utility easement over the private streets in a form acceptable to the City Engineer and said public utility easements include cable and telecommunications utilities. Note should include the following:

A perpetual public safety and public service easement is hereby dedicated for the purpose of providing public safety services, police, fire and medical services, utility meter reading, code enforcement, building inspections, solid waste collection, public school transportation, any other public services and enforcing the city ordinances; and giving the City and its authorized officers and designees uninhibited ingress and egress over, across and through such streets, roadways, and rights-of-way for the purpose of providing public safety services, police, fire and medical services, and enforcing the penal code and city ordinances. The HOA shall maintain at all times with the City Secretary the current gate code or key for all gates regulating access to and from the subdivision.

NA 27. Certification from a licensed professional engineer and approval by the Texas Commission on Environmental Quality (TCEQ) (when community well serving more than 25 people for over 60 days a year or when connecting a private well to a public city system) that water satisfactory for human consumption is available in adequate supply at the time of submission, except that such certification is not required if the property will be served by the City water system. — Art II, Sec 24 (c)(1)(vi)

SHEET 3 – SIGNATURES & PLAT NOTES

Ordinance Reference

SIGNATURES

JG 1. Certification and signature blocks as required by the City and County, including the following:

a) A certified statement by the surveyor is provided indicating that all easements of record are shown or noted on the plat (as found on the title policy or discovered with a title search prepared in conjunction with the most recent purchase of the subject property) and the plat is in conformance with the Leander Subdivision Ordinance. — Art II, Sec 24 (c)(1)(ii) & (iv)

THE STATE OF TEXAS §
COUNTY OF _____ §

That I, *[Name of Surveyor]*, am authorized under the laws of the State of Texas to practice the profession of land surveying and hereby state that I prepared this plat from an actual and accurate on-the-ground survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with all City of Leander Ordinance and Codes, and that all existing easements of record as found on the Title Policy provided by *[Title Company Name, GF No.]* issued *[date]* have been shown or noted heron.

_____ _____
Signature and Seal of Licensed Surveyor Date

b) A certified statement by the engineer is provided as follows. — Art II, Sec 24 (c)(1)(ii) & (iv)

THE STATE OF TEXAS §
COUNTY OF _____ §

That I, *[Name of Engineer]*, am authorized under the laws of the State of Texas to practice the profession of engineering, and do hereby state that this plat conforms with the applicable ordinances of the City of Leander, Texas.

_____ _____
Signature and Seal of Licensed Engineer Date

c) Names and signature lines for the Chairman of the Planning and Zoning Commission attesting approval of the plat on the right side of the sheet above the County recording statement as follows: Art II, Sec 25 (f)

Approved this the ____ day of ____, 20__ A.D. at a public meeting of the Planning and Zoning Commission of the City of Leander, Texas and authorized to be filed for record by the County Clerk of _____ County.

_____	*ATTEST:*_____
John Cosgrove, Chairman	*Ellen Coufal, Secretary*
Planning and Zoning Commission	*Planning and Zoning Commission*
City of Leander, Texas	*City of Leander, Texas*

d) Owner's dedication statement including the following with signatures in permanent/waterproof ink and notary seals are legible. Art II, Sec 24 (c)(1)(vi)

FOR CORPORATE ENTITY – if there are no lien holders:

THE STATE OF TEXAS §
COUNTY OF _____ §

That *[Name of corporate entity]*, a *[State of formation] [type of corporate entity]*, as the owner of that certain _____ acre tract of land recorded in Volume ___, Page ____ *[or Document Number]*, of the Official Records of Williamson County, Texas does hereby certify that there are no lien holders and dedicates to the public forever use of all additional ROW, streets, alleys, easements, parks, and all other lands intended for public dedication, or when the subdivider has made provision for perpetual maintenance thereof, to the inhabitants of the subdivision as shown hereon to be known as _____ subdivision.

[NAME OF CORPORATE ENTITY]
*[signature]*_____
[Name of authorized officer]
[Title of officer]
THE STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this the _____day of _____, 20____, personally appeared, *[Name of authorized officer]*, as *[Title of officer]* of *[Name of corporate entity]*, a *[State of formation] [type of corporate entity]*, on behalf of said *[Name of corporate entity]*, a duly authorized agent with authority to sign said document, personally known to me (and proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the __ day of ____ _____ 20___.

_____
Notary Public-State of _____

Printed Name: _____
My Commission Expires: _____

FOR CORPORATE ENTITY – if there are lien holders:

THE STATE OF TEXAS §
COUNTY OF _____ §

That *[Name of corporate entity]*, a *[State of formation] [type of corporate entity]*, as the owner of that certain _____ acre tract of land recorded in Volume ___, Page ____ *[or Document Number]*, of the Official Records of Williamson County, Texas does hereby dedicates to the public forever use of all additional ROW, streets, alleys, easements, parks, and all other lands intended for public dedication, or when the subdivider has made provision for perpetual maintenance thereof, to the inhabitants of the subdivision as shown hereon to be known as _____ subdivision.

[NAME OF CORPORATE ENTITY]
*[signature]*_____
[Name of authorized officer]
[Title of officer]

THE STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this the _____day of _____, 20____, personally appeared, *[Name of authorized officer]*, as *[Title of officer]* of *[Name of corporate entity]*, a *[State of formation]* *[type of corporate entity]*, on behalf of said *[Name of corporate entity]*, a duly authorized agent with authority to sign said document, personally known to me (and proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the __ day of ____ 20___.

_____
Notary Public-State of _____

Printed Name: _____
My Commission Expires: _____

AND

THE STATE OF TEXAS §
COUNTY OF _____ §

By signing this plat, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the undersigned hereby releases the rights-of-way, streets, alleys, easements, parks, and other open spaces dedicated to the City or to public use set forth on this plat, from any deed of trust, vendor's lien, or other type of lien or note on the Property owned by the lien holder, including but not limited to the note and lien described in the instrument entitled _____, dated _____, filed of record in the Official Public Records of _____ County, Texas at Vol. ___, Page ____/Document No. _____.

*Lienholder Name:*_____

Name: _____

Title: _____

THE STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this the _____day of _____, 20____, personally appeared, *[Name of authorized officer]*, as *[Title of officer]* of *[Name of corporate entity]*, a *[State of formation]* *[type of corporate entity]*, on behalf of said *[Name of corporate entity]*, a duly authorized agent with authority to sign said document, personally known to me (and proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the __ day of _____ 20___.

_____
Notary Public-State of _____

Printed Name: _____
My Commission Expires: _____

FOR NATURAL PERSONS– if there are no lien holders:

THE STATE OF TEXAS §
COUNTY OF _____ §

That I, _____, as the owner of that certain _____ acre tract of land recorded in Volume ___, Page ____ *[or Document Number]*, of the Official Records of Williamson County, Texas do hereby certify that there are no lien holders and dedicate to the public forever use of all additional ROW, streets, alleys, easements, parks, and all other lands intended for public dedication, or when the subdivider has made provision for perpetual maintenance thereof, to the inhabitants of the subdivision as shown hereon to be known as _____ subdivision.

*[signature]*_____
[NAME OF OWNER]
THE STATE OF TEXAS §

COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this the _____day of _____, 20____, personally appeared, *[Name of authorized officer]*, as *[Title of officer]* of *[Name of corporate entity]*, a *[State of formation]* *[type of corporate entity]*, on behalf of said *[Name of corporate entity]*, a duly authorized agent with authority to sign said document, personally known to me (and proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the __ day of _____ 20___.

_____
Notary Public-State of _____

Printed Name: _____
My Commission Expires: _____

FOR NATURAL PERSONS– if there are lien holders:

THE STATE OF TEXAS §
COUNTY OF _____ §

That I, _____, as the owner of that certain _____ acre tract of land recorded in Volume ___, Page ____ *[or Document Number]*, of the Official Records of Williamson County, Texas do hereby dedicate to the public forever use of all additional ROW, streets, alleys, easements, parks, and all other lands intended for public dedication, or when the subdivider has made provision for perpetual maintenance thereof, to the inhabitants of the subdivision as shown hereon to be known as _____ subdivision.

[signature] _____
[NAME OF OWNER]

AND

THE STATE OF TEXAS §
COUNTY OF _____ §

By signing this plat, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the undersigned hereby releases the rights-of-way, streets, alleys, easements, parks, and other open spaces dedicated to the City or to public use set forth on this plat, from any deed of trust, vendor's lien, or other type of lien or note on the Property owned by the lien holder, including but not limited to the note and lien described in the instrument entitled _____, dated __, filed of record in the Official Public Records of __ County, Texas at Vol. __, Page __/Document No. _____.

*Lienholder Name:*_____

Name: _____

Title: _____

THE STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this the _____day of _____, 20____, personally appeared, *[Name of authorized officer]*, as *[Title of officer]* of *[Name of corporate entity]*, a *[State of formation]* *[type of corporate entity]*, on behalf of said *[Name of corporate entity]*, a duly authorized agent with authority to sign said document, personally known to me (and proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ___ day of _____ 20___.

_____
Notary Public-State of _____

Printed Name: _____
My Commission Expires: _____

e) If the subdivision is not to be served by an organized wastewater collection system, provide this note with the engineer's seal stating whether the tract is or is not located in the Edwards Aquifer Recharge

Art II, Sec 24 (c)(1)(vi)

Zone and a signature block certified by Terron Everston, Williamson Co. Director of Environmental Services for Williamson County:

Based upon the above representations of the engineer or surveyor whose seal is affixed hereto, and after a review of the survey as represented by the said engineer or surveyor, I find that this plat complies with the requirements of the Edwards Aquifer Regulations for Williamson County and the Williamson County On-Site Sewerage Facility Regulations. This certification is made solely upon such representations and should not be relied upon for verifications of the facts alleged. The Williamson County and Cities Health District (WCCHD) and Williamson County disclaim any responsibility to any member of the public for independent verification of the representations, factual or otherwise, contained in the plat and the documents associated with it.

_____ _____

J. Terron Evertson, PE, DR, CFM *Date*
County Engineer

Or a signature block certified by Brandon Couch, Program Manager – On-site Waste Water Program for Travis County:

O.S.S.F. NOTES:

1. No structure in this subdivision shall be occupied until connected to a public sewer system or a private on-site wastewater (septic) system that has been approved and licensed for operation by the Travis County On-Site Wastewater Program.
2. This subdivision is subject to all the terms and conditions of Chapter 448, Travis County Code, Rules of Travis County, Texas for On-Site Sewage Facilities. These rules require, among other things, that a construction permit be obtained from Travis County before an on-site sewage facility can be constructed, altered, modified, or repaired in the subdivision and that a license to operate be obtained from Travis County before an on-site sewage facility can be operated in the subdivision.
3. Each residential lot in this subdivision is restricted to no more than one single family dwelling per acre.
4. These restrictions are enforceable by the Travis County On-Site Wastewater Program.

_____ _____

Brandon Couch, D. R., Program Manager, *Date*
On-site Wastewater, Travis County TNR

f) The County recording statement is located in the lower right corner of the signature page. A 1½ x 1½ space is need

Art II, Sec 24 (c)(1)(vi)

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

I, **NANCY RISTER**, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE DAY OF _____, 20____, AD, AT _____ O'CLOCK, ____M, AND DULY RECORDED THIS THE DAY OF _____, 20____, AD, AT _____ O'CLOCK _____M, IN THE PLAT RECORDS OF SAID COUNTY IN INSTRUMENT NO. _____.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY RISTER, CLERK COUNTY COURT OF WILLIAMSON COUNTY, TEXAS

BY:_____ DEPUTY

Or

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

I, REBECCA GUERRERO, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THE FOREGOING INSTRUMENT OF WRITING, AND ITS CERTIFICATE OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE___DAY OF_____, 20__, A.D. AT___ O'CLOCK__.M., AND WAS DULY RECORDED ON THIS THE___DAY OF_____, 20___, A.D. AT___ O'CLOCK__.M, PLAT RECORDS OF SAID COUNTY AND STATE IN CABINET ___, SLIDES___WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN AUSTIN, TEXAS THE LAST DATE WRITTEN ABOVE.

BY: _____
REBECCA GUERRERO
CLERK, COUNTY COURT
TRAVIS COUNTY, TEXAS

g) If the property is in Travis County and within the City ETJ, provide a Travis County Commissioner's Court approval note. — Art II, Sec 24 (c)(1)(vi)

STANDARD PLAT NOTES

JG 1. General Plat Notes:

- ☒ This subdivision is wholly contained within the current corporate limits of the City of Leander, Texas. *(inside City only)* — County
- ☐ This subdivision is wholly contained with the Extra Territorial Jurisdiction of the City of Leander, Texas. *(ETJ only)* — County
- ☒ No lot in this subdivision shall be occupied until connected to the City of Leander water distribution and wastewater collection facilities. — Art I, Sec 8 (b)
- ☒ A Building Permit is required from the City of Leander prior to construction of any building or site improvements on any lot in this subdivision. *(inside City only)* — Art I, Sec 8 (b)
- ☒ No buildings, fences, landscaping or other structures are permitted within drainage easements shown except as approved by the City of Leander Public Works Department. — Art III, Sec 46 (b)
- ☒ Property owner shall provide for access to drainage easements as may be necessary and shall not prohibit access by the City of Leander. — Art III, Sec 46 (b)
- ☒ All easements on private property shall be maintained by the property owner or his or her assigns.
- ☐ In addition to the easement shown hereon, a ten (10') foot wide public utility easement is dedicated along and adjacent to all right-of-way and a two and a half (2.5') foot wide public utility easement is dedicated along all side lot lines. — Art II, Sec 24 (c)(6)(vi)
- ☐ No portion of this tract is within a flood hazard area as shown on the Flood Insurance Rate Map Panel # _____ for Williamson Co., effective ___(Date)___. — Code of Ordinances Art 3.10
- ☒ Building setbacks not shown hereon shall comply with the most current zoning ordinance of the City of Leander. Additional residential garage setbacks may be required as listed in the current zoning ordinance. *(inside City only)* — Art II, Sec 24 (c)(6)(vii)
- ☐ Sidewalks shall be installed on both sides of *[insert street name(s)]* and the subdivision side of [insert street name(s)]. Those sidewalks not abutting a residential, commercial or industrial lot (including sidewalks along street frontages of lots proposed for schools, churches, park lots, detention lots, drainage lots, landscape lots, or similar lots), sidewalks on arterial streets to which access is prohibited, sidewalks on double frontage lots on the side to which access is prohibited, and all sidewalks on safe school routes shall be installed when the adjoining street is constructed. — Art II, Sec 24 (c)(6)(vii)
- ☒ All utility lines must be located underground. — Art III, Sec 47
- ☐ This plat conforms to the Preliminary Plat approved by the Planning & Zoning Commission on _____ (Insert Approval Date) — Art II, Sec 24 (a) (2)
- ☒ Approval of this final plat does not constitute the approval of variances or waivers to ordinance requirements. — Art II, Sec 20 (j)

JG 2. Non-Residential & Multi-Family Plat Notes:

- ☒ All drive lanes, fire lanes, and driveways within this subdivision shall provide for reciprocal access for ingress and egress to all other lots within the subdivision and to adjacent properties. — Art III, Sec 42 (h)
- ☒ Traffic Impact Analysis Note: — Code of Ordinances 10.03.003
  - ☒ At the time of site development permit, the applicant will provide a payment to the City in lieu of a traffic impact analysis (TIA), unless a TIA for the entire development indicates that average daily trips are estimated below 2,000.

  OR
  - ❍ Include items required by the TIA as a plat note.

NA 3. Single-Family & Two Family Plat Notes:

- ☐ No driveway shall be constructed closer than 50' or 60% of parcel frontage, whichever is less, to the ROW of an intersecting local or collector street or 100' or 60% of parcel frontage, whichever is less, to the ROW of an intersecting arterial street. — Transportation Criteria Manual 5.3.1 J

- ❑ The Home Owners Association (HOA) shall own and maintain the following lots: ___ — Art IV, Sec 61(d)
- ❑ The HOA bylaws are recorded in the Official Public Records of ____County, Texas under document number _____. — Art IV, Sec 61(d)
- ❑ The HOA shall mow and maintain landscaping in the open channels, detention and water quality areas. — Art III, Sec 41 (a)
- ❑ The HOA shall own and maintain drainage and water quality improvements contained in open channels, detention and water quality areas. — Art III, Sec 41 (a)
- ❑ If single family or two family residential lots are proposed to back or side up to an arterial street, the following is provided: — Composite Zoning Ordinance

  A landscape lot is provided between the lot(s) and the specified roadway. Such landscape lot is at least ten (10) feet wide: (the following note is included on the plat) — Art VI, Sec 8

  For every six hundred (600) square feet of area in the landscape lot (#), two (2) shade trees (two-inch caliper or larger) and four (4) shrubs (five gallon container size or larger) shall be planted and maintained. Two ornamental trees per shade tree may be substituted for up to fifty percent of the shade trees if desired. A six-foot privacy fence, but no higher than three feet within twenty five feet of an intersecting street, shall be constructed with the subdivision improvements at the common lot line between the landscape lot and the single-family or two-family lots. The fence is required to be constructed of one or more of the following materials: brick, stone, cast stone, stucco, factory tinted (not painted) split-faced concrete masonry unit, or other similar material approved by the Director of Planning. In addition to the materials listed above, textured pre-cast concrete (e.g. WoodCrete) is also permitted when the privacy fence is adjacent to collectors. All columns are required to have concrete footings. The landscape lot is required to be maintained by a private association.

ADDRESSING INFORMATION

Addressing for projects will be released ten working days after the receipt of the final recorded plat and digital copy of the plat.

FINAL SUBMITTAL REVIEW – ALTERNATIVE REVIEW PROCEDURE

To expedite the review process, staff has implemented a Final Submittal Review Process. This process replaces the regular review cycle and submittal cycle. Only projects that are subject to the Alternative Review Procedure are eligible for this process. Instead of providing a formal submittal, the applicant may submit the items listed below for an expedited review. Projects are eligible for final submittal review when there are only a few minor comments remaining. Staff will notify the applicant in the comment letter when they are eligible.

Items to submit through the Development Hub:

- ❑ Final Plat (18” X 24”) pdf
- ❑ A comment response letter indicating how the staff comments were addressed.

PLANNING & ZONING COMMISSION APPROVAL

In order to schedule the final plat for review by the Planning & Zoning Commission, the following items will be required to be submitted.

- ❑ 18” X 24” signed mylar (black, permanent ink only)
- ❑ PDF copy of the final plat
- ❑ AutoCAD or GIS file as follows: Any graphics files in electronic format shall be in ESRI shape file format or Autodesk native file format, using the Datum, Projection, and Units listed below. The zoom settings, views, pen tables, and layers for each file shall be set to display the drawing as a complete plat sheet. Symbol files, font files, external reference files and other files required to correctly display the drawings shall be included in the same directory as the graphics files. A key of all CAD layers, with a description of the information on each layer, shall be provided to assist city staff in extracting the required information. For submittals in Shape file format, all metadata as listed above shall be included.

  Datum: North American Datum 1983 (NAD 83)Projection: Texas State Plane – Central Zone (4203)
  Units: US Survey Feet

SUPPORT DOCUMENTS FOR RECORDATION

- ❑ **WILLIAMSON COUNTY**

If the applicant wishes to record the final plat on their schedule, then following items need to be submitted:

____ 1. Final Plat printed on mylar with signatures in black, permanent ink. All notary seals are required to be legible and current.

If the applicant prefers that the City records the final plat, then the following items need to be submitted:

____ 1. Final Plat with signatures in black, permanent ink. All notary seals are required to be legible and current.
____ 2. Original tax certificates from the County tax office (includes County, City, and ACC) are required prior to recording.
____ 3. Original owner's affidavit for recording.
____ 4. Williamson County cover sheet.
____ 5. Recordation fees.

- ❑ **TRAVIS COUNTY**

If the applicant wishes to record the final plat on their schedule, then following items need to be submitted:

____ 1. Final Plat printed on mylar with signatures in black, permanent ink. All notary seals are required to be legible and current.

If the applicant prefers that the City records the final plat, then the following items need to be submitted:

____ 1. Final Plat with signatures in black, permanent ink. All notary seals are required to be legible and current.
____ 2. Original tax certificates from the County tax office (includes County, City, and ACC) are required prior to recording.
____ 3. Recordation fees.

CONFLICT OF INTEREST DISCLOSURES

Please submit at the time of submission of application and update disclosures within 7 business days after the date of an event that would make a statement in the questionnaire incomplete or inaccurate.

ARTICLE 9.05, CITY CODE OF ORDINANCES – CODE OF ETHICS:
http://z2codes.franklinlegal.net/franklin/Z2Browser2.html?showset=leanderset

- **Ethics Ordinance – 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 relationships and 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 above link.

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.

ALTERNATIVE REVIEW / EXPEDITED PROCEDURE REQUEST

I hereby request that the Alternative Review Procedure schedule is applied to this project. I understand that I have the right to switch to the Standard Review Procedure by written request submitted on the day designated for acceptance of applications in the Submittal Schedule.

Owner Name (Company or Individual): REIT Group Leander Springs Holdings, LLC

Contact Name: Andrey Derevianko/ Managing Member of USAPI, LLC

(If property ownership is in the name of a partnership, corporation, joint venture, trust or other entity, please list the official name of the entity and the name of the managing partner.

Phone: 512-888-2399 Mobile: _____

Address: 13212 Coleto Creek Trail City: Austin State: Tx Zip: 78732

Email: andrey@ilanddg.com

Owner's Signature: _____ **Date:** 12/07/2022

THE STATE OF NC §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF Guilford §

Before me, Svlatlana Sakalauskaya, on this day personally appeared Andrey Derevianko known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 7 day of Dec. 2022.

SVIATLANA V SAKALAUSKAYA NOTARY PUBLIC GUILFORD COUNTY NC MY COMMISSION EXPIRES OCTOBER 14 2025

Notary Public's Signature _____
My Commission Expires: Oct. 14, 2025

ALTERNATIVE REVIEW / EXPEDITED PROCEDURE REQUEST

I hereby request that the Alternative Review Procedure schedule is applied to this project. I understand that I have the right to switch to the Standard Review Procedure by written request submitted on the day designated for acceptance of applications in the Submittal Schedule.

Owner Name (Company or Individual): REIT Group Leander Springs Holdings, LLC

Contact Name: Ravinder Katta/ Managing Member of REIT Group Management I, LLC

(If property ownership is in the name of a partnership, corporation, joint venture, trust or other entity, please list the official name of the entity and the name of the managing partner.

Phone: 512-888-2399 Mobile: _____

Address: 13212 Coleto Creek Trail City: Austin State: Tx Zip: 78732

Email: rkatta@rgxinvest.com

Owner's Signature: _____ **Date:** 12/07/2022

THE STATE OF Texas §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF Travis §

Before me, Anthony Serrano, on this day personally appeared Ravinder Katta, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 7 day of December, 2022.

Notary Public's Signature _____
My Commission Expires: January 22, 2023

ANTHONY SERRANO
NOTARY PUBLIC
STATE OF TEXAS
NOTARY ID 131866836
MY COMM. EXP. 01-22-2023

30 DAY WAIVER REQUEST

I hereby request that a 30 day extension is granted to the 30 day review period for this application in order to allow for more time for the submittal and review process.

Owner Name (Company or Individual): _____

Contact Name: _____

(If property ownership is in the name of a partnership, corporation, joint venture, trust or other entity, please list the official name of the entity and the name of the managing partner.

Phone: _____ Mobile: _____

Address: _____ City: _____ State: _____ Zip: _____

Email: _____

Owner's Signature: _____ **Date:** _____

THE STATE OF _____ §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF _____ §

Before me, _____, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____.

Notary Public's Signature _____
My Commission Expires: _____

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 FINAL PLAT APPLICATION FOR THE LEANDER SPRINGS FINAL PLAT SUBDIVISION.

WHEREAS, Section 24 (g) (1) of the City's Subdivision Ordinance provides that the final plat 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 final plat are not approved due to the applicant's failure to cause the application to comply with applicable city regulations;

WHEREAS, Section 24 (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 final plat;

WHEREAS, the Planning Department granted one six (6) month extension for the final plat application (the "Final Plat Application") which expired on or about May 16, 2024;

WHEREAS, the City Council of the City of Leander, Texas (the "City") finds that there is good reason to grant an extension of the expiration date for the Final Plat Application because the applicant is actively working to address the final plat comments and move forward with final plat 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 Final Plat Application to November 16, 2024. In the event that the Final Plat Application is not approved by the Planning and Zoning Commission on or before to November 16, 2024, the Final Plat Application shall expire.

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

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

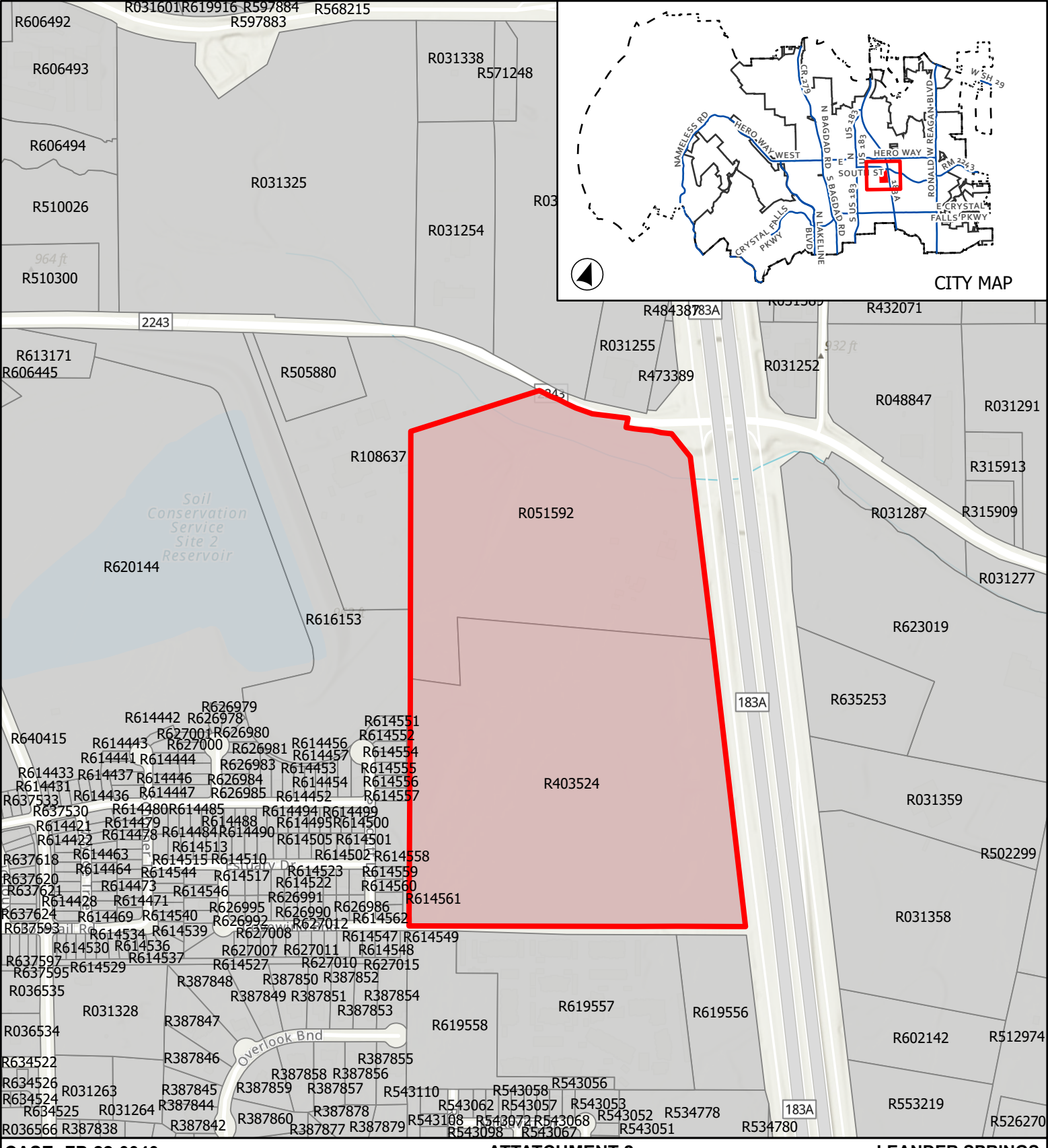
PASSED AND APPROVED on First Reading this the 19th day of September, 2024.

ATTEST:

_____
Dara Crabtree, City Secretary

THE CITY OF LEANDER, TEXAS:

_____
Christine DeLisle, Mayor



CASE: FP-22-0040 **ATTATCHMENT 2** **LEANDER SPRINGS**

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 herin provided.

0 285 570

Feet

City Limits

ETJ Boundary

Subject Boundary

EXECUTIVE SUMMARY
9/19/2024

AGENDA SUBJECT:
Approval of the extension of the application expiration for Subdivision Case FP-22-0041 Leander Estates Phase 1 Final Plat; more particularly described by Williamson Central Appraisal District Parcels R560184 and R560185 and Travis Central Appraisal District Parcels 905245, generally located northwest of the intersection of CR 280 and Council Springs Pass, Leander, Williamson and Travis County, Texas.

BACKGROUND:
This request is for an extension of the expiration date of the Leander Estates Phase 1 Final Plat application. Article II, Section 24 (g) includes the following provisions.

(g) Application Expiration.

(1) The Final Plat 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 final plat is 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 final plat. Substantial progress shall consist of, at a minimum, a resubmission of the final plat and all relevant materials by the applicant that address all initial staff review comments from all reviewing departments.

The applicant is requesting additional time to allow for assurance of completion of improvements within the subdivision to be reviewed and accepted by the City.

HISTORY/TIMELINE:
11/04/2021 – Concept Plan Approved
07/07/2022 – Preliminary Plat Approved
12/17/2023 – Final Plat Application Expired, Staff Extension Granted
06/17/2023 – Final Plat Application Staff Extension Expired

APPLICANT/AGENT:
Quiddity Engineering, LLC. (Eric Vann) on behalf of Leander 210, LLC. (James McVaugh)

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 final plat application expires nine (9) months after the first review comment letter for the final plat is sent to the applicant.

Staff recommends approval of an additional six (6)- month extension. Approving this extension would grant an extension to December 17, 2024 and will allow the developer to finalize the plat requirements for staff approval.

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

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Fiscal Impact

Attachments:

1. FP-22-0041 Att 1 Extension Request- Leander Estates Phase 1
2. FP-22-0041 Att 2 Ordinance - Leander Estates Phase 1
3. FP-22-0041 Att 3 Location Map -Leander Estates Ph 1

QUIDDITY

3100 Alvin Devane Boulevard, Suite 150
Austin, Texas 78741
Tel: 512.441.9493
www.quiddity.com

August 29th, 2024

Ms. Karina Castillo
City of Leander
PO Box 319
Leander, Texas 78646

Re: FP-22-0041 Leander Estates Phase 1 Final Plat Application Expiration

Dear Ms. Castillo:

We would like to formally request the City Council grant a six-month plan application extension from the expiration date of June 27th, 2024.

Your consideration of the extension is appreciated. Please do not hesitate to contact me if you have any other questions.

Sincerely,

Eric C. Vann, PE
Project Manager

ECV/ccb
K:\17232\17232-0001-01 209 Acre Leander Tract Engineering & Sur\Project Management\Correspondence\OUT\20240827 COL Extension

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 FINAL PLAT APPLICATION FOR THE LEANDER ESTATES PHASE 1 FINAL PLAT SUBDIVISION.

WHEREAS, Section 24 (g) (1) of the City's Subdivision Ordinance provides that the final plat 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 final plat are not approved due to the applicant's failure to cause the application to comply with applicable city regulations;

WHEREAS, Section 24 (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 final plat;

WHEREAS, the Planning Department granted one six (6) month extension for the final plat application (the "Final Plat Application") which expired on or about June 17, 2024;

WHEREAS, the City Council of the City of Leander, Texas (the "City") finds that there is good reason to grant an extension of the expiration date for the Final Plat Application because the applicant is actively working to address the final plat comments and move forward with final plat 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 Final Plat Application to December 17, 2024. In the event that the Final Plat Application is not approved by the Planning and Zoning Commission on or before to December 17, 2024, the Final Plat Application shall expire.

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

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

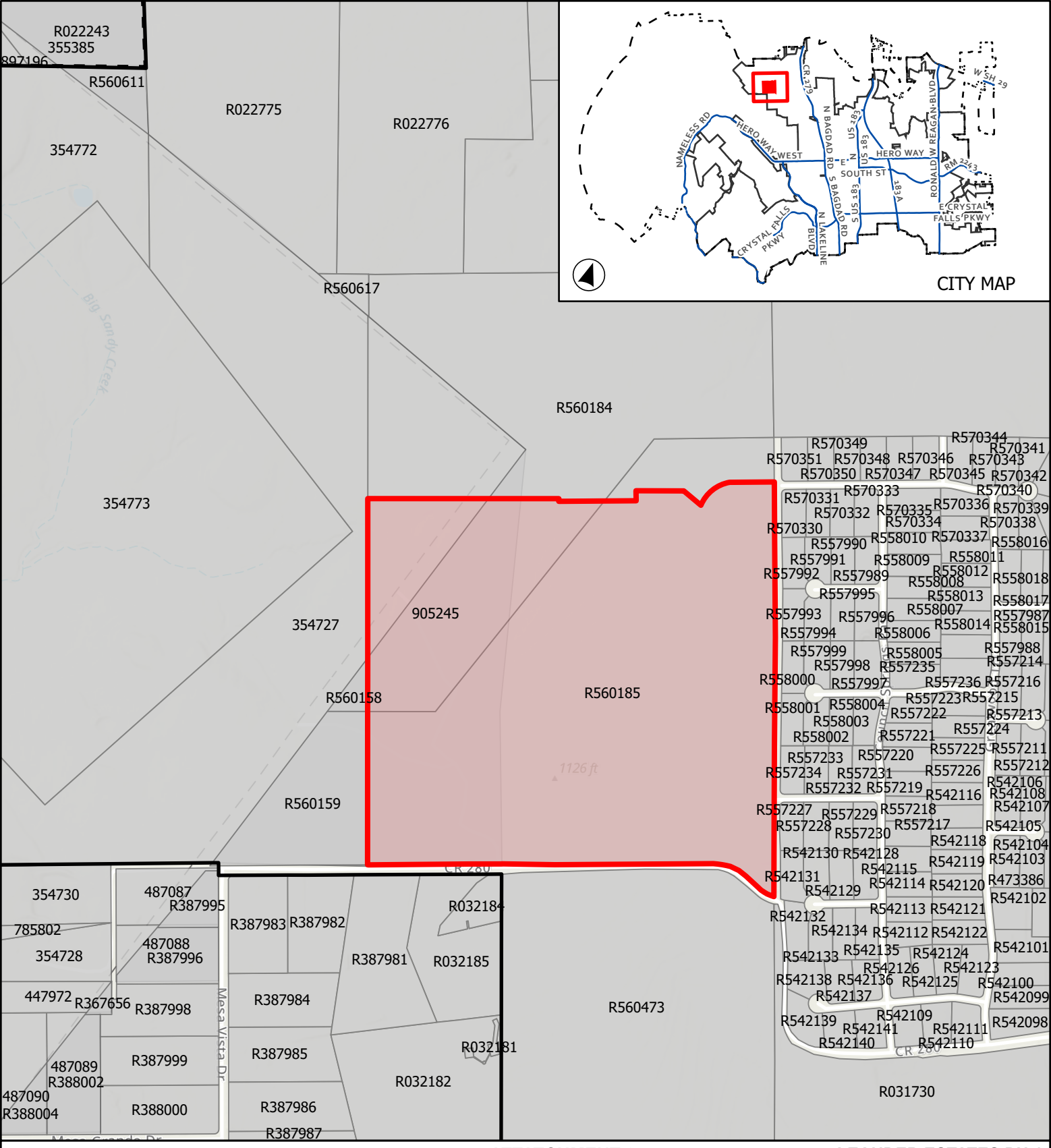
PASSED AND APPROVED on First Reading this the 19th day of September, 2024.

ATTEST:

_____
Dara Crabtree, City Secretary

THE CITY OF LEANDER, TEXAS:

_____
Christine DeLisle, Mayor



CASE: FP-22-0041 **ATTATCHMENT 2** **LEANDER ESTATES PH 1**

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 herin provided.

0 375 750

Feet

City Limits

ETJ Boundary

Subject Boundary

EXECUTIVE SUMMARY
9/19/2024

AGENDA SUBJECT:
Approval of the extension of the application expiration for Subdivision Case FP-23-0057 Woodland Estates Phase 1 Final Plat; more particularly described by Williamson Central Appraisal District Parcel R031730, generally located south of the intersection of CR 280 and Council Springs Pass, Leander, Williamson County, Texas.

BACKGROUND:
This request is for an extension of the expiration date of the Woodland Estates Phase 1 Final Plat application. Article II, Section 24 (g) includes the following provisions.

1. **Application Expiration**.
    1. The Final Plat 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 final plat is not approved due to the applicant's failure to cause the application to comply with applicable city regulations.
        1. The Planning Department may grant one six (6) month extension if the applicant can show substantial progress in obtaining approval of the final plat. Substantial progress shall consist of, at a minimum, a resubmission of the final plat and all relevant materials by the applicant that address all initial staff review comments from all reviewing departments.

The applicant is requesting additional time to allow for coordination of the On-Site Sewage Facility (OSSF) review with Williamson County.

HISTORY/TIMELINE:
12/17/2020 – Concept Plan Approved
12/20/2022 – Preliminary Plat Approved
01/13/2024 – Final Plat Application Expired, Staff Extension Granted
07/13/2024 – Final Plat Application Staff Extension Expired

APPLICANT/AGENT:
Quiddity Engineering, LLC. (John Alvarez) on behalf of Leander Land Holdings, LLC. (Sudharsan Vembutty)

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 final plat application expires nine (9) months after the first review comment letter for the final plat is sent to the applicant.

Staff recommends approval of an additional six (6) month extension. Approving this extension would grant an extension to January 13, 2025 and will allow the developer to finalize the plat requirements for staff approval.

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

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Fiscal Impact

Attachments:

1. FP-23-0057 Att 1 Extension Request - Woodland Estates Phase 1
2. FP-23-0057 Att 2 Ordinance - Woodland Estates Phase 1
3. FP-23-0057 Att 3 Location Map - Woodland Estates Ph 1

QUIDDITY

100 Alvin Devane Boulevard, Suite 150
Austin, Texas 78741-7425
Tel: 512.441.9493
Fax: 512.445.2286
www.quiddity.com

August 21, 2024

City of Leander Development Services
Attn: Karina L. Castillo
105 N. Brushy Street
Leander, TX 78641

Dear Ms. Castillo,

I am writing to formally request an extension on the approval of our plat for the Woodland Estates Subdivision Phase 1.

We are still in the process of coordinating with the On-Site Sewage Facility (OSSF) team in Williamson County to address and clear their comments. The additional time is needed to ensure that all necessary requirements are fully met, and that the project can move forward in compliance with both county and city regulations.

This project is also still currently under construction with an estimated completion in mid-October.

Given these circumstances, we request an extension to finalize our coordination efforts and resubmit the necessary documentation.

We greatly appreciate your understanding and assistance in this matter. If you require any additional information or have any questions, please do not hesitate to contact me directly at 512-685-5117 or via email at bcarabajal@quiddity.com

Thank you for your time and consideration.

Sincerely,

Brad Carabajal
Project Engineer
Quiddity Engineering

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 FINAL PLAT APPLICATION FOR THE WOODLAND ESTATES PHASE 1 FINAL PLAT SUBDIVISION.

WHEREAS, Section 24 (g) (1) of the City's Subdivision Ordinance provides that the final plat 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 final plat are not approved due to the applicant's failure to cause the application to comply with applicable city regulations;

WHEREAS, Section 24 (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 final plat;

WHEREAS, the Planning Department granted one six (6) month extension for the final plat application (the "Final Plat Application") which expired on or about July 13, 2025;

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 Final Plat Application because the applicant is actively working to address the final plat comments and move forward with final plat 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 Final Plat Application to January 13, 2025. In the event that the Final Plat Application is not approved by the Planning and Zoning Commission on or before to January 13, 2025, the Final Plat Application shall expire.

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

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

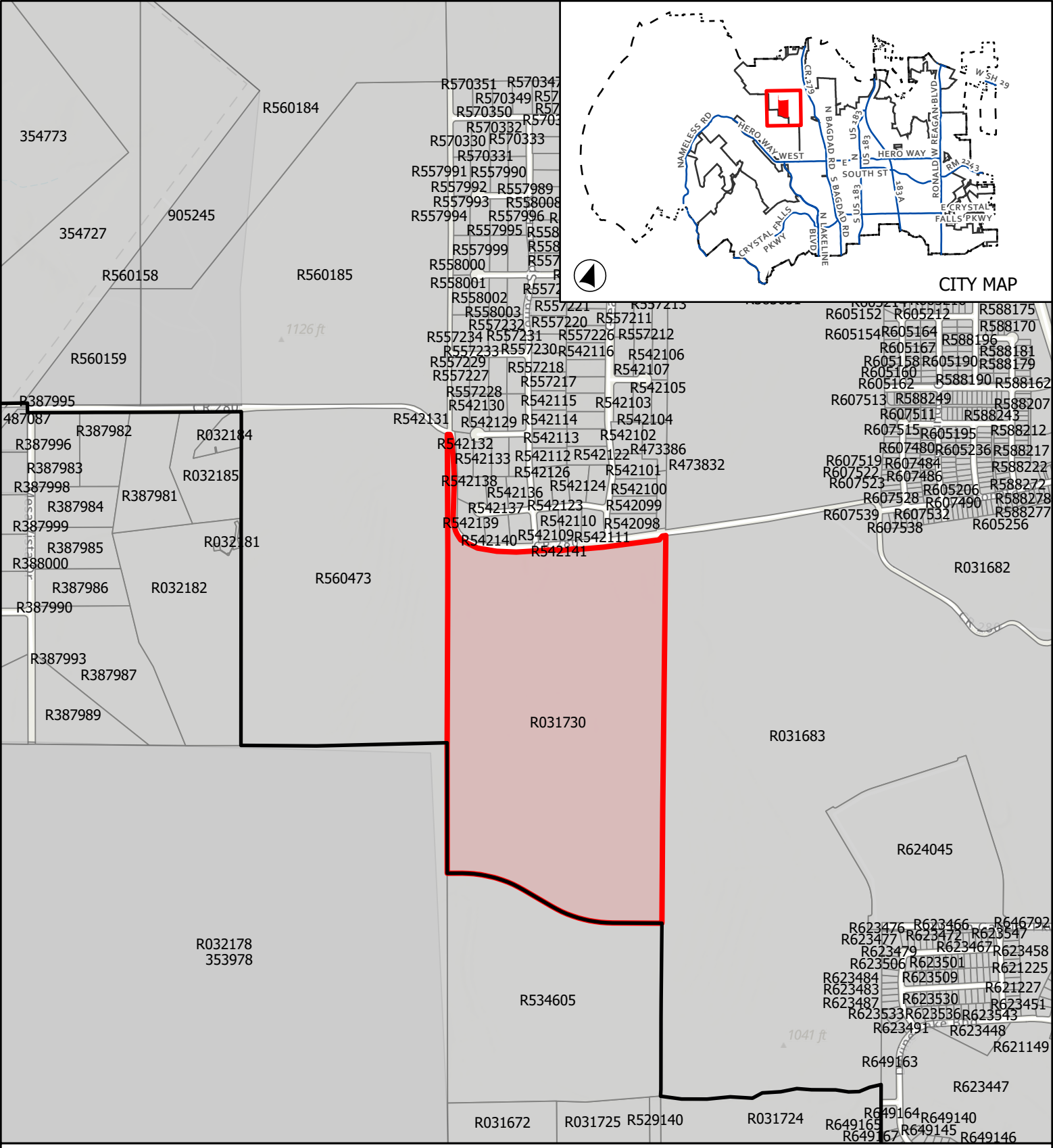
PASSED AND APPROVED on First Reading this the 19th day of September, 2024.

ATTEST:

_____
Dara Crabtree, City Secretary

THE CITY OF LEANDER, TEXAS:

_____
Christine DeLisle, Mayor



CASE: FP-23-0057 **ATTATCHMENT 2** **WOODLAND ESTATES PH 1**

Location Map

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0 495 990

Feet

City Limits

ETJ Boundary

Subject Boundary

EXECUTIVE SUMMARY
9/19/2024

AGENDA SUBJECT:
Approval of the extension of the application expiration for Subdivision Case FP-23-0074 Bar W Ranch West Ph 11 Final Plat; more particularly described by Williamson Central Appraisal District Parcel R544598, generally located west of the intersection of Bovine Pass and Stamp Iron Avenue, Leander, Williamson County, Texas.

BACKGROUND:
This request is for an extension of the expiration date of the Bar W Ranch West Ph 11 Final Plat application. Article II, Section 24 (g) includes the following provisions.

(g) Application Expiration.

(1) The Final Plat 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 final plat is 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 final plat. Substantial progress shall consist of, at a minimum, a resubmission of the final plat and all relevant materials by the applicant that address all initial staff review comments from all reviewing departments.

The applicant is requesting additional time to allow for the approval of the Bar W Ranch West Phase 10 and 11 Preliminary Plat Minor Revision which is revising the right-of-way dedication of CR 267.

HISTORY/TIMELINE:
09/22/2022 – Preliminary Plat Approved
02/25/2024 – Final Plat Application Expired, Staff Extension Granted
07/25/2024 – Final Plat Application Staff Extension Expired

APPLICANT/AGENT:
Carlson, Brigance & Doering, Inc. (Geoff Guerrero) on behalf of Howard Barkley Wedemeyer (John A. Sparrow)

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 final plat application expires nine (9) months after the first review comment letter for the final plat is sent to the applicant.

Staff recommends approval of an additional six (6)- month extension. Approving this extension would grant an extension to February 25, 2025 and will allow the developer to finalize the plat requirements for staff approval.

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

Fiscal Impact

Attachments:

1. FP-23-0074 Att 1 Extension Request - Bar W Ranch West Ph 11
2. FP-23-0074 Att 2 Ordinance - Bar W Ranch West Ph 11
3. FP-23-0074 Att 3 Location Map -Bar W Ranch West Ph 11

Carlson, Brigance & Doering, Inc.
Civil Engineering ❖ Surveying

August 28, 2024

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

RE: Bar W Ranch West Phase 11
CBD Job # 5431 / City of Leander File # FP-23-0074

Request for Extension of Plat Deadline 2

Dear Mrs. Griffin,

On behalf of our client, Carlson, Brigance & Doering, Inc. respectfully requests a six month extension to the final plat review process in accordance with Section 24 of the City of Leander's Subdivision Ordinance.

This final plat has been associated with an ongoing review of the CR 267 ROW that runs parallel to the full western boundary of the final plat. All City comments should be clear as of the submittal of this extension request. A minor revision to the preliminary plan is currently in review to correct the resolution for the CR 267 ROW issue. Once this revision is approved then the final plat will be eligible for approval as well.

Thank you for your time and review of this project. Please let me know if you need any additional information in order to process this request.

Respectfully,
Carlson, Brigance & Doering, Inc.

Geoff Guerrero
Senior Planner

5501 W. William Cannon • Austin, Texas 78749 • Phone (512) 280-5160 • www.cbdeng.com

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 FINAL PLAT APPLICATION FOR THE BAR W RANCH WEST PH 11 FINAL PLAT SUBDIVISION.

WHEREAS, Section 24 (g) (1) of the City's Subdivision Ordinance provides that the final plat 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 final plat are not approved due to the applicant's failure to cause the application to comply with applicable city regulations;

WHEREAS, Section 24 (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 final plat;

WHEREAS, the Planning Department granted one six (6) month extension for the final plat application (the "Final Plat Application") which expires on or about July 25, 2024;

WHEREAS, the City Council of the City of Leander, Texas (the "City") finds that there is good reason to grant an extension of the expiration date for the Final Plat Application because the applicant is actively working to address the final plat comments and move forward with final plat 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 Final Plat Application to February 25, 2025. In the event that the Final Plat Application is not approved by the Planning and Zoning Commission on or before to February 25, 2025, the Final Plat Application shall expire.

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

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

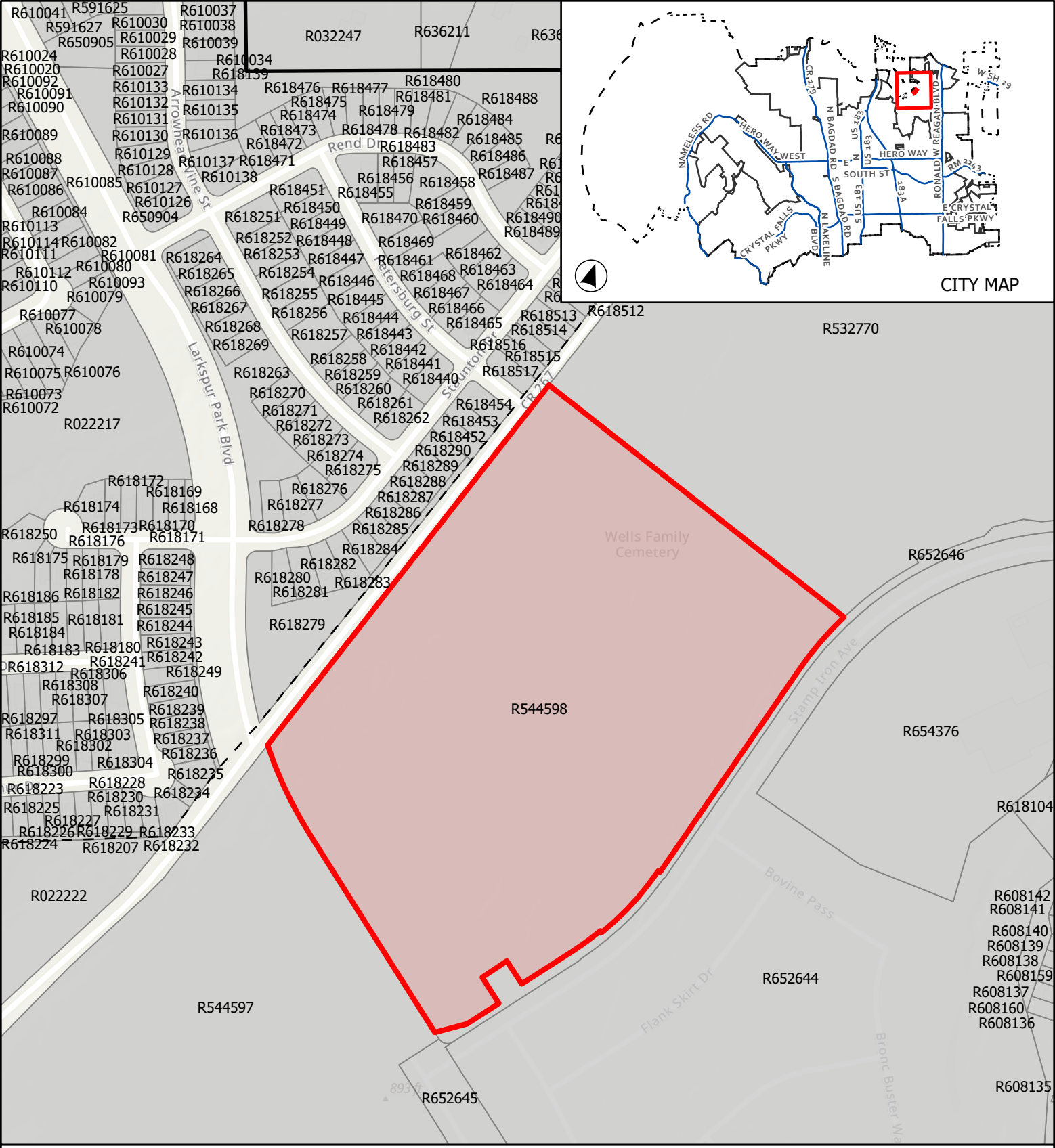
PASSED AND APPROVED on First Reading this the 19th day of September, 2024.

ATTEST:

_____
Dara Crabtree, City Secretary

THE CITY OF LEANDER, TEXAS:

_____
Christine DeLisle, Mayor



CASE: FP-23-0074 **ATTATCHMENT 2** **BAR W RANCH WEST PH 11**

Location Map

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0 150 300

Feet

City Limits

ETJ Boundary

Subject Boundary

AGENDA ITEM # 33

EXECUTIVE SUMMARY
9/19/2024

AGENDA SUBJECT:
Approval of a letter agreement establishing the roadway adequacy payment for the Hero Way Crossing Development on two (2) parcels of land, more particularly described by Williamson Central Appraisal District Parcels R651240 and R651239, generally located to the northwest of the intersection of West Broade Street and Hero Way West, Leander, Williamson County, Texas.

BACKGROUND:
The purpose of this Letter Agreement is to establish the roadway adequacy payment associated with the Hero Way Crossing Development. The letter agreement adjusts the total payment to take into account rough proportionality. This project started during the implementation of the Roadway Impact Fee and updates of the Roadway Adequacy Payment. Due to the timing of the project, we supported an alternative calculation that only took into account the lots being developed rather than the entire project.

HISTORY/TIMELINE:

APPLICANT/AGENT:
Taylor Steed, Hero Crossing Way, LTD.

RECOMMENDATION:
Staff recommends approval.

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

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Fiscal Impact

Attachments:
1. Att 1 Letter Agreement Hero Way Crossing
2. Att 2 Hero Way Crossing Location Map

City of Leander

CITY OF LEANDER
PO BOX 319
LEANDER, TX 78646

September 19, 2024

Hero Way Crossing, Ltd.
c/o FourT Realty, LLC
Attn: Ms. Taylor Steed, Manager
1601 Rio Grande St. #333
Austin, Texas 78701

RE: SD-24-0198 Hero Way Crossing Site Development, Roadway Adequacy Payment

Dear Ms. Steed,

This letter is to confirm the agreement of Hero Way Crossing Ltd. ("Hero") to make a payment of $83,517.10 for the purpose of roadway adequacy fees for the property described as:

> Lots 1, 2 and 3, RESUBDIVISION OF LOT 2, BLOCK B, REPLAT OF THE RESUBDIVISION OF LOT 1, BLOCK " A," HEB LEANDER SUBDIVISION, a subdivision in the City of Leander, Williamson County, Texas, according to the map or plat thereof recorded as Document No. 2023071345 in the Official Public Records of Williamson County, Texas.

This payment is due upon receipt of this letter and will satisfy the City's requirements for roadway adequacy fees as it relates to the above described property. Please sign this agreement and return to the City to City of Leander, Attn: City Manager, PO Box 319, Leander, TX 78646.

Sincerely,

Todd Parton
City Manager

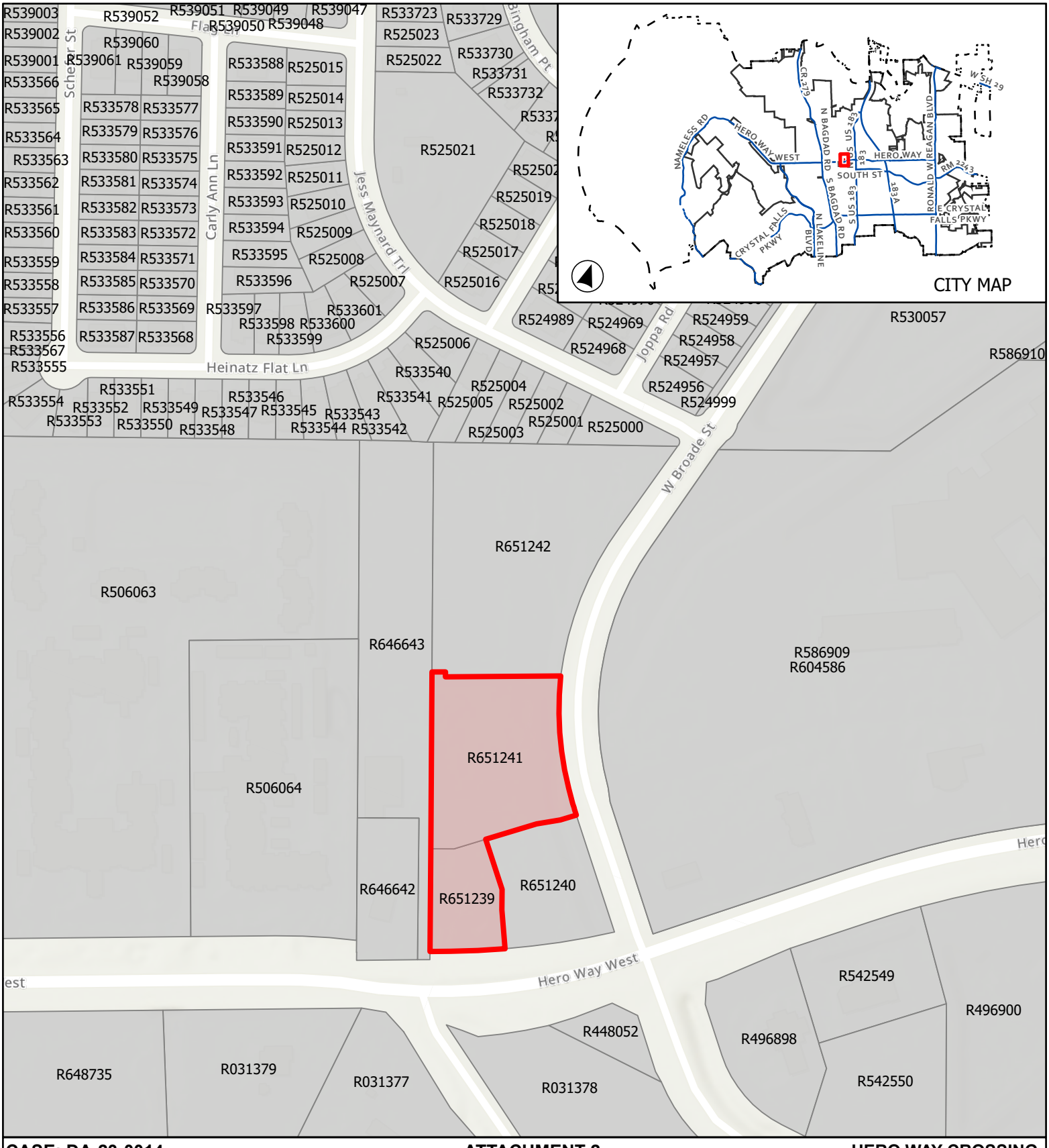
AGREED:

Hero Way Crossing, Ltd.

_____

Name:_____

Title:_____



CASE: DA-23-0014 **ATTACHMENT 2** **HERO WAY CROSSING**

Location Map

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0 120 240

Feet

City Limits

ETJ Boundary

Subject Boundary

EXECUTIVE SUMMARY
9/19/2024

AGENDA SUBJECT:
Approval of the termination of a temporary wastewater easement located within the Northline Subdivision, more particularly described as 0.9603 acres out of Williamson Central Appraisal District Parcel R646986; and generally located to the south of the intersection of San Gabriel Parkway and Main Street, Leander, Williamson County, Texas.

BACKGROUND:
The temporary wastewater easement was dedicated during the initial phases of the Northline Subdivision. The temporary easement anticipates that the easement will be vacated once the right-of-way (ROW) is platted and permanent wastewater line is installed. Since the subdivision is complete, the City may now vacate the temporary easement.

HISTORY/TIMELINE:
03/11/2020 – Easement Recorded

APPLICANT/AGENT:
Alex Tynberg

RECOMMENDATION:
Staff recommends approval.

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

---

Fiscal Impact

Attachments:
1. Att 1 Northline Easement Termination WW
2. Att 2 Location Map
3. Att 3 Original Easement

CONFIRMATION OF TERMINATION OF TEMPORARY EASEMENT

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

RECITALS:

A. By Temporary Wastewater Utility Easement recorded under Document No. 2020025039 in the Official Public Records of the Williamson County, Texas, Northline Leander Development Company, LLC conveyed to the City of Leander (the "**City**") a temporary, public wastewater utility easement (the "**Easement**") over and across four (4) parcels of land more particularly described on Exhibit "A" attached to the Easement.

B. The Easement provides that it was intended to be replaced by the construction of a new wastewater line within the right-of-way of the adjacent public street, and that upon the completion of the construction and the acceptance of the new wastewater line for service, the Easement will terminate and the City will execute a written instrument in recordable form confirming the termination of the Easement.

C. The new wastewater line has been constructed within in the adjacent public street right-of-way and has been accepted by the City for service, and in accordance with the terms of the Easement, the City desires to confirm the termination of the Easement.

NOW THEREFORE, for Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the benefit of all present and future owners of the Property, or any portion thereof, the City confirms that a new wastewater line has been constructed within the right-of-way of Main Street adjacent to the Easement Property and has been accepted by the City and is available for service.

In accordance with the terms of the Easement, upon the recording of this Confirmation, the Easement shall automatically terminate and expire, and be of no further force and effect.

EXECUTED TO BE EFFECTIVE the ____ day of _____, 2024.

THE CITY OF LEANDER, TEXAS

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §

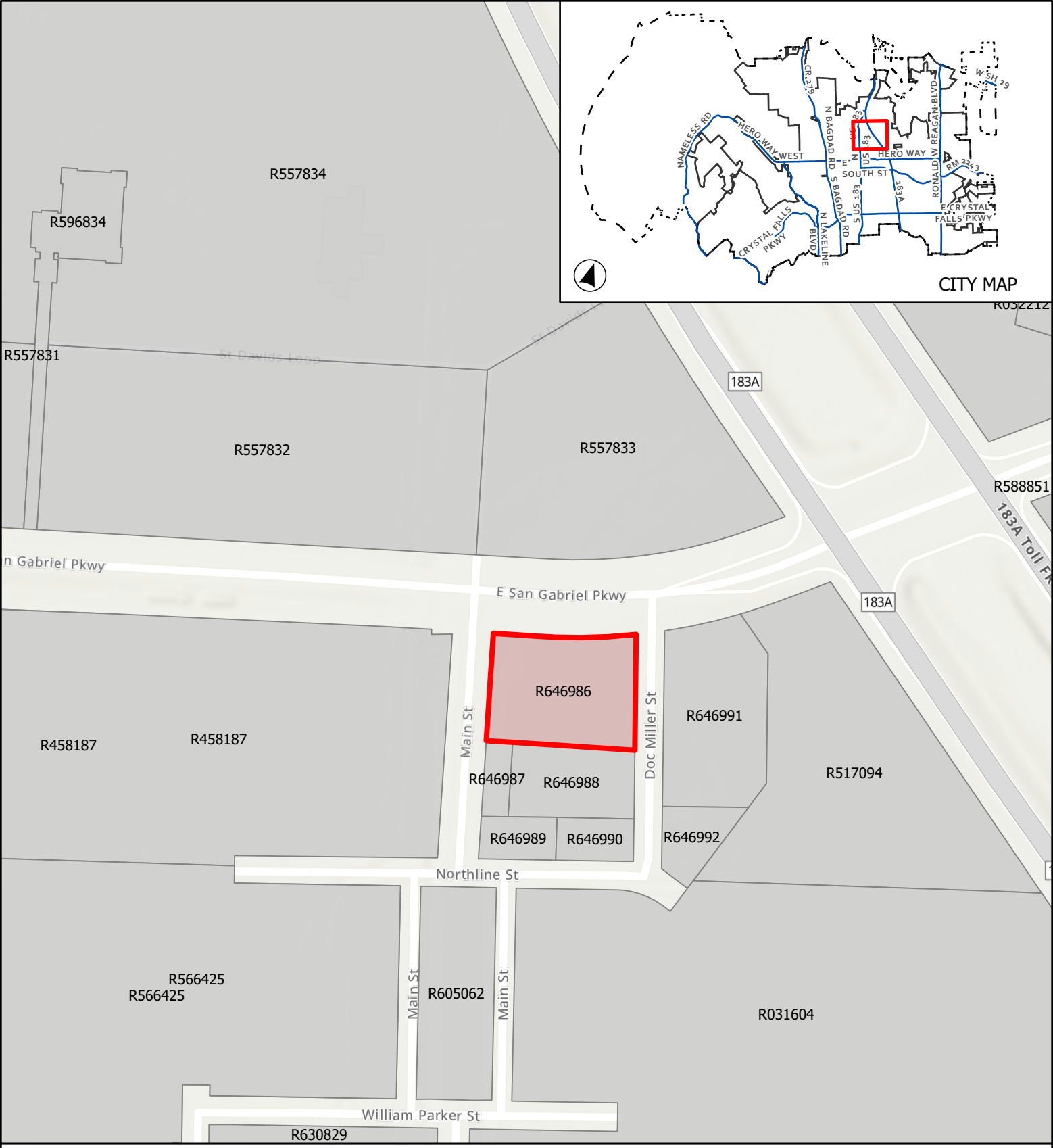
COUNTY OF WILLIAMSON §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____, as the _____ of the City of Leander, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ___day of _____, 2024.

[Seal]

_____
Notary Public in and for the State of Texas
My Commission Expires:_____



ATTATCHMENT 2

TERMINATION OF EASEMENT

Location Map

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0 115 230

Feet

City Limits

ETJ Boundary

Subject Boundary

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF TEXAS §
§ KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

TEMPORARY WASTEWATER UTILITY EASEMENT

DATE: February 27, 2020

GRANTOR: NORTHLINE LEANDER DEVELOPMENT COMPANY, LLC, a Texas limited liability company

GRANTOR'S MAILING ADDRESS: 2501 Tarryhill Place
Austin, Travis County, Texas 78703
Attn: Alex Tynberg

GRANTEE: CITY OF LEANDER, a Texas municipal corporation

GRANTEE'S MAILING ADDRESS: P.O. Box 319
Leander, Williamson County, Texas 78646-0319

CONSIDERATION:

Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

EASEMENT PROPERTY:

Part One: 0.0232 acre of land, more or less, out of the William Mansil Survey, Abstract No. 437 in Williamson County, Texas, more fully described in **Exhibit "A"** attached hereto and made a part hereof for all purposes.

Part Two: 0.7624 acre of land, more or less, out of the William Mansil Survey, Abstract No. 437 in Williamson County, Texas, more fully described in **Exhibit "A"** attached hereto and made a part hereof for all purposes.

Part Three: 0.0813 acre of land, more or less, out of the Talbot Chambers Survey, Abstract No. 125 in Williamson County, Texas, more fully described in **Exhibit "A"** attached hereto and made a part hereof for all purposes.

Unofficial Document

Part Four: 0.0934 acre of land, more or less, out of the William Mansil Survey, Abstract No. 437 in Williamson County, Texas, more fully described in **Exhibit "A"** attached hereto and made a part hereof for all purposes.

EASEMENT PURPOSE:

The easements are dedicated to the public and used solely for the purpose of placing, constructing, grading, operating, repairing, maintaining, rebuilding, replacing, relocating and removing or causing to be placed, constructed, operated, repaired, maintained, rebuilt, replaced, relocated and removed public structures, facilities, appurtenances and related improvements reasonably necessary and useful for wastewater lines, mains, and pipes, and the supplying of wastewater (the "**Facilities**").

EXCEPTIONS TO WARRANTY:

The easements, rights and privileges granted hereby are made by Grantor and accepted by Grantee subject to any and all restrictions, conditions, covenants, easements, rights-of-way, encumbrances, mineral or royalty reservations or interests or other matters affecting the Easement Property, and appearing of record in the Official Public Records of Williamson County, Texas, to the extent and only to the extent, that the same are in effect and validly enforceable against the Easement Property, and all matters that are apparent on the Easement Property.

GRANT OF EASEMENTS:

Grantor, for the Consideration, and subject to the Exceptions to Warranty, and subject to the Covenants and Conditions, does hereby grant, sell, and dedicate unto Grantee, and Grantee's successors and assigns, a temporary, public wastewater utility easement (the "**Easement**") in upon, on, under, and across the Easement Property for the Easement Purpose.

COVENANTS AND CONDITIONS:

The Easement granted by Grantor and accepted by Grantee is subject to the following covenants and conditions:

1. The Easement and the rights granted herein are non-exclusive, and are subject to all of the terms hereof.

2. The Easement and the rights granted herein are temporary and are intended to be replaced by the construction of a new wastewater line within the right-of-way of the adjacent public street. As a result, the Easement and the rights granted herein shall remain in effect only until the new wastewater line has been constructed within the right-of-way of the adjacent public street and the acceptance of such new wastewater line by Grantee for service. At the request of Grantor, Grantee shall confirm the termination of this Easement by written instrument in recordable

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form, and upon the recording of such confirming instrument, this Easement shall automatically terminate and expire, and be of no further force and effect.

The covenants and terms of this Easement are covenants running with the land, and inure to the benefit of, and are binding upon, Grantor, Grantee, and their respective heirs, executors, administrators, legal representatives, successors and assigns.

TO HAVE AND TO HOLD the Easement, together with all and singular the rights and appurtenances thereto in anywise belonging, on and subject to the Exceptions to Warranty and the Covenants and Conditions, unto Grantee and its successors and assigns, forever. Grantor does hereby binds itself and its successors and assigns, to **WARRANT AND FOREVER DEFEND** all and singular the Easement herein granted unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the Easement or any part thereof, by, through or under Grantor, but not otherwise.

When the context requires, singular nouns and pronouns include the plural.

IN WITNESS WHEREOF, this instrument is executed on the date first provided above.

[Separate signature pages follow this page]

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GRANTOR:

NORTHLINE LEANDER DEVELOPMENT COMPANY, LLC, a Texas limited liability company

By: _____
Alex Tynberg, President

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 26 day of February, 2020, by Alex Tynberg, as President of NORTHLINE LEANDER DEVELOPMENT COMPANY, LLC, a Texas limited liability company, on behalf of said limited liability company.

_____
Notary Public - State of Texas

DARA CRABTREE
Notary Public, State of Texas
Comm. Expires 09-23-2023
Notary ID 10273820

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ACCEPTED:

GRANTEE:

CITY OF LEANDER, a Texas municipal corporation

By: _____
Richard B. Beverlin, III, City Manager

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this the 27 day of February, 2020, personally appeared Richard B. Beverlin, III, City Manager, on behalf of the City of Leander, as Grantee herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Dara Crabtree
Notary Public - State of Texas

DARA CRABTREE
Notary Public, State of Texas
Comm. Expires 09-23-2023
Notary ID 10273820

AFTER RECORDING, PLEASE RETURN TO:

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

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EXHIBIT A

Part 1— 0.0232 Acres (1.009 square feet)

COMMENCING, at a cotton spindle found in the southwest right-of-way line of U.S. Highway 183A (400' right-of-way) as dedicated in Document No. 2004068741, Document No. 2006066934 and Document No. 2010082651 all of the (O.P.R.W.C.T.), being in the south right-of-way line of San Gabriel Parkway (A. K. A. County Road 276 - right-of-way varies) as dedicated in Document No. 2004068740, Document No. 2006066934, and Document No. 2010082651 all of the (O.P.R.W.C.T.), and being the northeast corner of the remainder of a called 22.781 acres (described as Exhibit A-2) conveyed to Northline Leander Development Company, LLC in Document No. 2019058968 of the (O.P.R.W.C.T.), from which a 1/2-inch iron rod found in the southwest right-of-way line of said U.S. Highway 183A, being the southeast corner of said Northline Leander 22.781 acre tract, and being the northeast corner of a called 47.5871 acre tract conveyed to Northline Leander Development Company, LLC in Document No. 2019058968 (O.P.R.W.C.T.) bears, S56°03'41"E, a distance of 712.11 feet;

THENCE, with the south right-of-way line of said San Gabriel Parkway and the north line of said Northline Leander 22.781 acre tract the following three (3) courses and distances:

1) S48°14'14"W, a distance of 93.39 feet to an iron rod with "Baker Aicklen" cap found for a point of curvature,
2) Along the arc of a curve to the right, whose radius is 1,113.00 feet, whose arc length is 444.36 feet and whose chord bears S59°35'57"W, a distance of 441.42 feet to an iron rod with "Baker Aicklen" cap found for a point of tangency,
3) S69°56'34"W, a distance of 115.18 feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for the intersection of the south right-of-way line of said San Gabriel Parkway and the east right-of-way line of said Mel Mathis Boulevard both of the (O.P.R.W.C.T.), and being the northeast corner and **POINT OF BEGINNING** hereof;

THENCE, leaving the south right-of-way line of said San Gabriel Parkway, with the east right-of-way line of said Mel Mathis Boulevard, **S17°55'29"E,** a distance of **421.89** feet to a calculated point for the southeast corner hereof;

THENCE, over and across said Mel Mathis Boulevard the following two (2) courses and distances:

1) **S69°27'26"W,** a distance of **2.57** feet to a calculated point for the southwest corner hereof,

2) **N17°52'36"W,** a distance of **421.93** feet to a calculated point for the northwest corner hereof, being in the south right-of-way line of said San Gabriel Parkway, and being the north right-of-way line of said Mel Mathis Boulevard;

THENCE, with the south right-of-way line of said San Gabriel Parkway and the north right-of-way line of said Mel Mathis Boulevard, **N69°56'34"E,** a distance of **2.22** feet to the **POINT OF BEGINNING** hereof, containing 0.0232 Acres (1,009 Square Feet) more or less.

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Part 2 — 0.7624 Acres (33,208 square feet)

COMMENCING, at a cotton spindle found in the southwest right-of-way line of U.S. Highway 183A (400' right-of-way) as dedicated in Document No. 2004068741, Document No. 2006066934 and Document No. 2010082651 all of the (O.P.R.W.C.T.), being in the south right-of-way line of San Gabriel Parkway (A. K. A. County Road 276 - right-of-way varies) as dedicated in Document No. 2004068740, Document No. 2006066934, and Document No. 2010082651 all of the (O.P.R.W.C.T.), and being the northeast corner of the remainder a called conveyed to Northline Leander Development Company, LLC in Document No. 2019058968 of the (O.P.R.W.C.T.), from which a 1/2-inch iron rod found in the southwest right-of-way line of said U.S. Highway 183A, being the southeast corner of said Area Leander 9.850 acre tract, and being the northeast corner of a called 47.5871 acre tract conveyed to Area Leander 1 LP in Document No. 2019058968 (O.P.R.W.C.T.) bears, S56°03'41"E, a distance of 712.11 feet;

THENCE, leaving the southwest right-of-way line of said U.S. Highway 183A and the south right-of-way line of said San Gabriel Parkway, over and across said Northline Leander 22.781 acres tract, said Northline Leander 47.5871 acres tract, radially S27°51'08"W, a distance of 879.35 feet to a calculated point for the northeast corner and **POINT OF BEGINNING** hereof, being in the east right-of-way line of Mel Mathis Boulevard (80' right-of-way) as dedicated in Document No. 2012077074 and Document No. 201407723.9 both of the (O.P.R.W.C.T.), and being the west line of said Northline Leander 47.5871 acre tract;

THENCE, with the east right-of-way line of said Mel Mathis Boulevard, and the west line of said Northline Leander 47.5871 acre tract, **S20°34'14"E,** a distance of **401.59** feet to a calculated point for the southeast corner hereof;

THENCE, leaving the west line of said Northline Leander 47.5871 acre tract, over and across said Mel Mathis Boulevard **S69°27'26"W,** a distance of **82.55** feet to a calculated point for the southwest corner hereof, being in the west right-of-way line of said Mel Mathis Boulevard, and being in the east line of Lot 2, San Gabriel Park Subdivision, a subdivision recorded in Cabinet Y, Slide 364-367 of the Plat Records of Williamson County, Texas (P.R.W.C.T.) conveyed as a called 45.3395 acres tract to Northline Leander in Document No. 2019058968 (O.P.R.W.C.T.);

THENCE, with the west right-of-way line of said Mel Mathis Boulevard and the east line of said Lot 2, **N20°36'40"W,** a distance of **401.59** feet to a calculated point for the northwest corner hereof;

THENCE, leaving the east line of said Lot 2, over and across said Mel Mathis Boulevard, **N69°27'26"E,** a distance of **82.83** feet to the **POINT OF BEGINNING** hereof, containing 0.7624 Acres (33,208 Square Feet) more or less.

Part 3 — 0.0813 Acres (3,541 square feet)

COMMENCING, at a cotton spindle found in the southwest right-of-way line of U.S. Highway 183A (400' right-of-way) as dedicated in Document No. 2004068741, Document No. 2006066934 and Document No. 2010082651 all of the (O.P.R.W.C.T.), being in the south right-of-way line of San Gabriel Parkway (A. K. A. County Road 276 - right-of-way varies) as dedicated in Document No. 2004068740, Document No. 2006066934, and Document No. 2010082651 all of the (O.P.R.W.C.T.), and being the northeast corner of the remainder a called conveyed to Northline Leander Development Company, LLC in Document No. 2019058968 of the (O.P.R.W.C.T.), from which a 1/2-inch iron rod found in the southwest right-of-way line of said U.S. Highway 183A, being the southeast corner of said Area Leander 9.850 acre tract, and being the northeast corner of a called 47.5871 acre tract conveyed to Area Leander 1 LP in Document No. 2019058968 (O.P.R.W.C.T.) bears, S56°03'41"E, a distance of 712.11 feet;

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THENCE, leaving the southwest right-of-way line of said U.S. Highway 183A and the south right-of-way line of said San Gabriel Parkway, over and across said Northline Leander 22.781 acres tract, said Northline Leander 47.5871 acres tract, radially S11°45'53"W, a distance of 1,229.84 feet to a calculated point for the northeast corner and **POINT OF BEGINNING** hereof, being in the east right-of-way line of Mel Mathis Boulevard (80' right-of-way) as dedicated in Document No. 2012077074 and Document No. 201407723.9 both of the (O.P.R.W.C.T.), and being the west line of said Northline Leander 47.5871 acre tract;

THENCE, with the east right-of-way line of said Mel Mathis Boulevard, and the west line of said Northline Leander 47.5871 acre tract, **S20°34'14"E, a distance of 402.60** feet to a calculated point for the southeast corner hereof;

THENCE, leaving the west line of said Northline Leander 47.5871 acre tract, over and across said Mel Mathis Boulevard the following three (3) courses and distances:

1) **S69°27'26"W,** a distance of **8.89** feet to a calculated point for the southwest corner hereof,
2) **N20°32'34"W,** a distance of **402.60** feet to a calculated point for the northwest corner hereof,
3) **N69°27'26"E,** a distance of **8.70** feet to the **POINT OF BEGINNING** hereof, containing 0.0813 Acres (3,541 Square Feet) more or less.

Part 4 — 0.0934 Acres (4,068 square feet)

COMMENCING, at a cotton spindle found in the southwest right-of-way line of U.S. Highway 183A (400' right-of-way) as dedicated in Document No. 2004068741, Document No. 2006066934 and Document No. 2010082651 all of the (O.P.R.W.C.T.), being in the south right-of-way line of San Gabriel Parkway (A. K. A. County Road 276 - right-of-way varies) as dedicated in Document No. 2004068740, Document No. 2006066934, and Document No. 2010082651 all of the (O.P.R.W.C.T.), and being the northeast corner of the remainder a called conveyed to Northline Leander Development Company, LLC in Document No. 2019058968 of the (O.P.R.W.C.T.), from which a 1/2-inch iron rod found in the southwest right-of-way line of said U.S. Highway 183A, being the southeast corner of said Area Leander 9.850 acre tract, and being the northeast corner of a called 47.5871 acre tract conveyed to Area Leander 1 LP in Document No. 2019058968 (O.P.R.W.C.T.) bears, S56°03'41"E, a distance of 712.11 feet;

THENCE, leaving the southwest right-of-way line of said U.S. Highway 183A and the south right-of-way line of said San Gabriel Parkway, over and across said Northline Leander 22.781 acres tract, said Northline Leander 47.5871 acres tract, radially S03°11'50"E, a distance of 1,632.15 feet to a calculated point for the northeast corner and **POINT OF BEGINNING** hereof, being in the east right-of-way line of Mel Mathis Boulevard (80' right-of-way) as dedicated in Document No. 2012077074 and Document No. 201407723.9 both of the (O.P.R.W.C.T.), and being the west line of said Northline Leander 47.5871 acre tract;

THENCE, with the east right-of-way line of said Mel Mathis Boulevard, and the west line of said Northline Leander 47.5871 acre tract, **S20°34'14"E,** a distance of **450.59** feet to a calculated point for the southeast corner hereof, from which a 1/2-inch iron rod with "4Ward-Boundary" cap set for the southwest corner of said Northline Leander 47.5871 acre tract, being the northwest corner of a remainder of a called 100.00 acres tract conveyed to Austin Community College District in Document No. 2010030836 (O.P.R.W.C.T.) bears, S20°34'14"E, a distance of 27.00 feet;

THENCE, leaving the west line of said Northline Leander 47.5871 acre tract, over and across said Mel Mathis Boulevard the following three (3) courses and distances:

1) **S69°24'42"W,** a distance of **9.14** feet to a calculated point for the southwest corner hereof,
2) **N20°32'34"W,** a distance of **450.60** feet to a calculated point for the northwest corner hereof,
3) **N69°27'26"E,** a distance of **8.92** feet to the **POINT OF BEGINNING** hereof, containing 0.0934 Acres (4,068 Square Feet) more or less.

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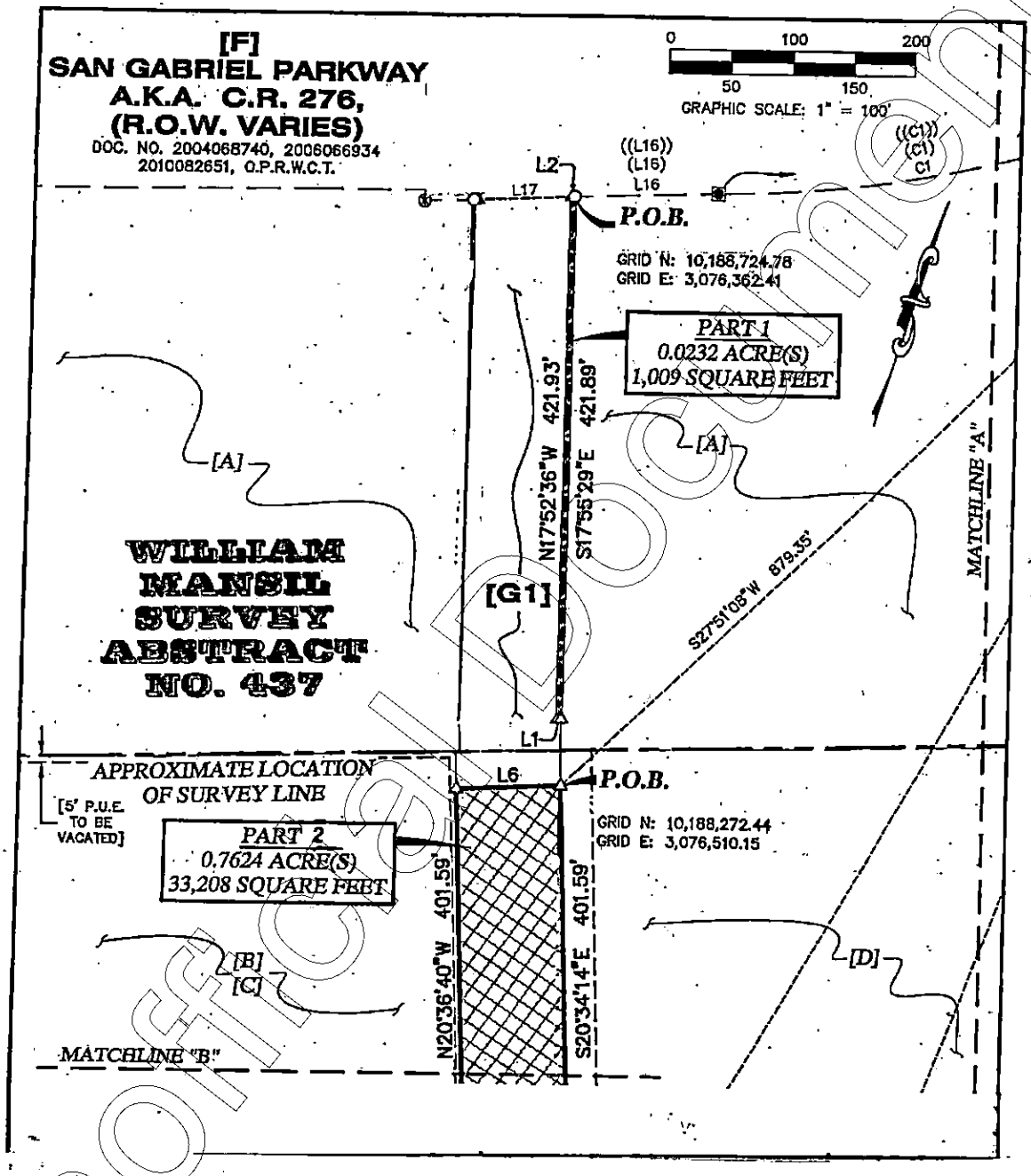

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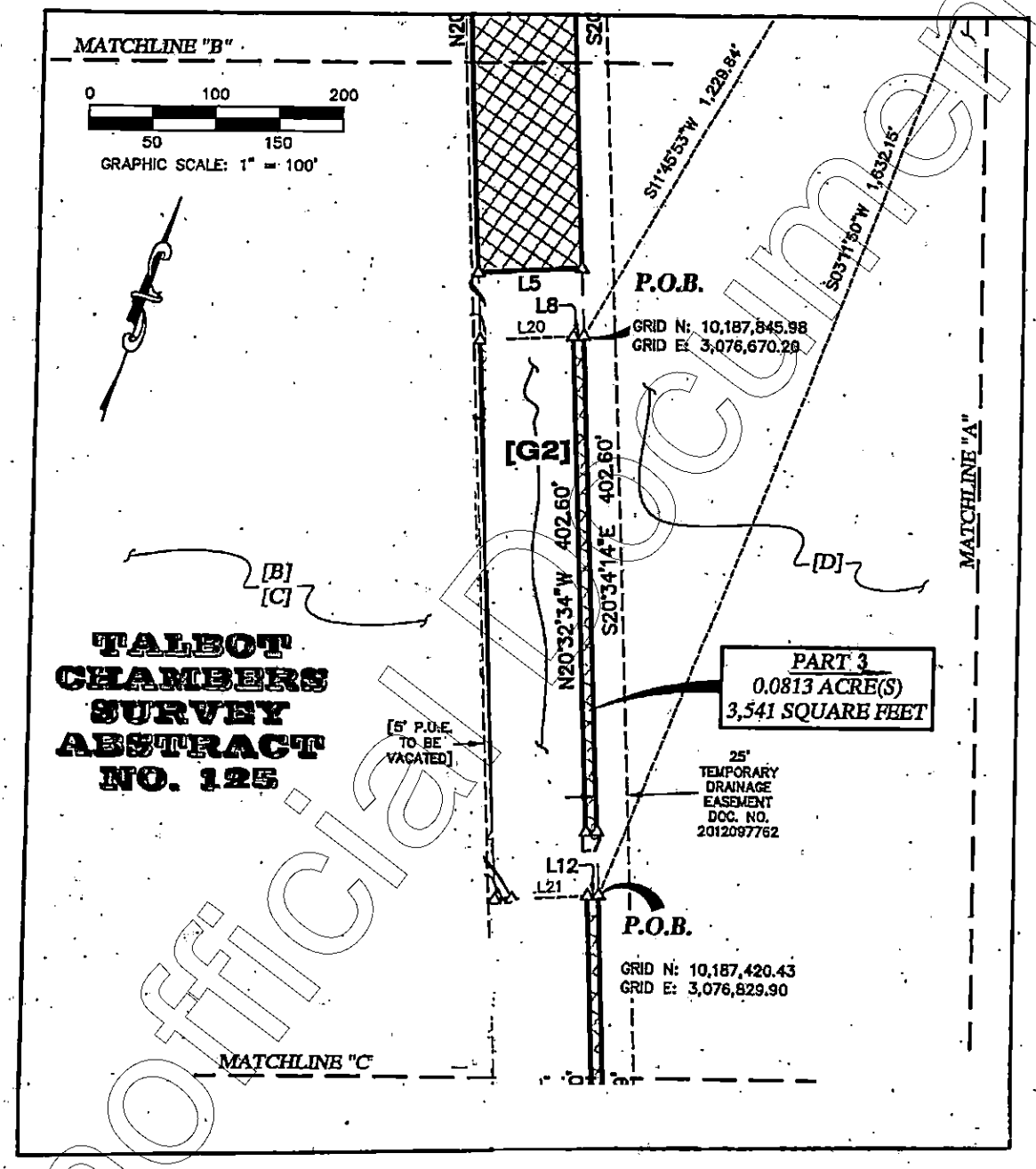

Page 5 of 7

rahaywoo\A31964.9\ Northline Phase 1 – Mel Mathis Temp Wastewater Esmt.3 01/30/20

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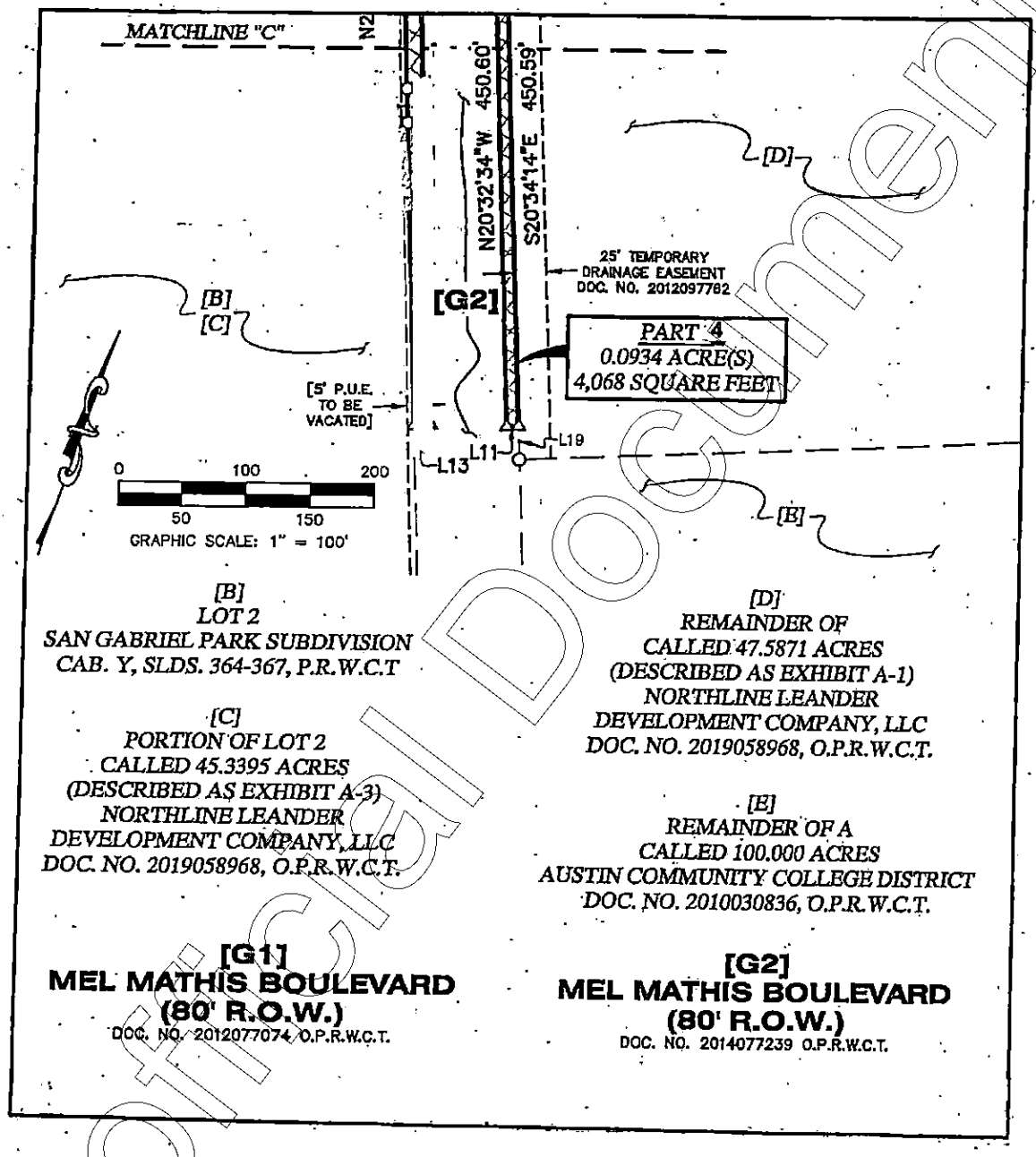

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LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S69°27'26"W	2.57'
L2	N69°56'34"E	2.22'
L3	S69°27'26"W	2.43'
L4	N69°56'34"E	2.78'
L5	S69°27'26"W	82.55'
L6	N69°27'26"E	82.83'
L7	S69°27'26"W	8.89'
L8	N69°27'26"E	8.70'
L9	S69°27'26"W	13.33'
L10	N69°27'26"E	13.81'
L11	S69°24'42"W	9.14'
L12	N69°27'26"E	8.92'
L13	S69°25'51"W	13.36'
L14	N20°26'00"W	27.68'
L15	N69°27'26"E	13.27'
L16	S69°56'34"W	115.18'
L17	S69°56'34"W	75.05'
L18	S69°56'34"W	39.44'
L19	S20°34'14"E	27.00'
L20	S69°27'26"W	60.00'
L21	S69°27'26"W	60.00'

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
C1	444.36'	1,113.00'	22°52'31"	S59°35'57"W	441.42'

RECORD CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
((C1))	444.33'	1,113.00'	22°52'25"	S59°35'44"W	441.39'
(C1)	444.24'	1,113.00'	22°52'08"	S59°35'56"W	441.30'

LEGEND

———	PROPERTY LINE
———	EXISTING PROPERTY LINES
– – – –	EXISTING EASEMENTS
○	1/2" IRON ROD WITH "WARD-5811" CAP SET
●	1/2" IRON ROD FOUND
△	CALCULATED POINT
⊛	COTTON SPINDLE FOUND
▣	IRON ROD WITH "BAKER AICKLEN" CAP FOUND
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
DOC. NO.	DOCUMENT NUMBER
VOL./PG.	VOLUME, PAGE
CAB./SLD.	CABINET, SLIDE
R.O.W.	RIGHT-OF-WAY
P.R.W.C.T.	PLAT RECORDS, WILLIAMSON COUNTY, TEXAS
O.P.W.T.C.T.	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
(.....)	RECORD INFORMATION PER DOC. NO. 2010082651
((.....))	RECORD INFORMATION PER DOC. NO. 2016069577
[.....]	RECORD INFORMATION PER PLAT CAB. Y SLD. 364-367

NOTES:
1) ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID CENTRAL ZONE, (4203), NAD83, ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000138805545.

2) SEE ATTACHED METES AND BOUNDS DESCRIPTION.

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LIENHOLDER'S SUBORDINATION
TO TEMPORARY WASTEWATER UTILITY EASEMENT

Date: February 25, 2020

Lienholder: VERA BANK, N.A., a national banking association

Deed of Trust

Date: December 27, 2019

Grantor: NORTHLINE LEANDER DEVELOPMENT COMPANY, LLC, a Texas limited liability company

Beneficiary: VERA BANK, N.A., a national banking association

Recording Information: Document No. 2019125629 in the Official Public Records of Williamson County, Texas

The property subject to the foregoing Temporary Wastewater Utility Easement includes all or part of the property encumbered by the Deed of Trust, and Lienholder owns the Deed of Trust lien and the debt it secures. In return for a valuable consideration, Lienholder subordinates the Deed of Trust lien, and any vendor's lien owned by Lienholder, to the Temporary Wastewater Utility Easement, and ratifies the Temporary Wastewater Utility Easement.

If the Deed of Trust lien is foreclosed and the property is sold under any terms of the Deed of Trust, that sale of the property will not affect the Temporary Drainage Easement.

LIENHOLDER:

VERABANK, N.A.

By: Jonathon Voight
Jonathan Voight,
Senior Vice President

902 E Palm Valley Blvd.
Round Rock, Tx 78664

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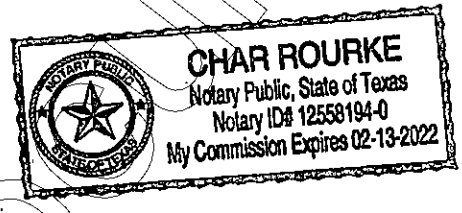
STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 25 day of February, 2020, by Jonathan Voight, as Senior Vice President of VERABANK, N.A., a national banking association, on behalf of said banking association.

Char Rourke

Notary Public, State of Texas



Unofficial Document

LIENHOLDER'S SUBORDINATION
TO TEMPORARY WASTEWATER UTILITY EASEMENT

Date: February 26, 2020

Lienholder: AREA LEANDER 1 LP, a Texas limited partnership

Deed of Trust

Date: June 11, 2019

Grantor: NORTHLINE LEANDER DEVELOPMENT COMPANY, LLC, a Texas limited liability company

Beneficiary: AREA LEANDER 1 LP, a Texas limited partnership

Recording Information: Document No. 2019051923 in the Official Public Records of Williamson County, Texas, as corrected by instrument recorded under Document No. 2019058969 in the Official Public Records of Williamson County, Texas

The property subject to the foregoing Temporary Drainage Easement includes all or part of the property encumbered by the Deed of Trust, and Lienholder owns the Deed of Trust lien and the debt it secures. In return for a valuable consideration, Lienholder subordinates the Deed of Trust lien, and any vendor's lien owned by Lienholder, to the Temporary Drainage_ Easement, and ratifies the Temporary Drainage Easement.

If the Deed of Trust lien is foreclosed and the property is sold under any terms of the Deed of Trust, that sale of the property will not affect the Temporary Drainage Easement.

LIENHOLDER:

AREA LEANDER 1 LP

By: AREA ONE PROPERTIES LLC,
a Texas limited liability company,
its General Partner

By: _____
Alexander H. Tynberg, President

2501 Tarryhill Place
Austin, TX 78703

Unofficial Document

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 26 day of February, 2020, by Alexander H. Tynberg, as President of AREA ONE PROPERTIES LLC, a Texas limited liability company, on behalf of said limited liability company as General Partner of AREA LEANDER 1 LP, a Texas limited partnership, on behalf of said limited partnership.

Dara Crabtree
Notary Public, State of Texas

DARA CRABTREE
Notary Public, State of Texas
Comm. Expires 09-23-2023
Notary ID 10273820

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2020025039

ESMT Fee: $81.00
03/11/2020 10:38 AM OSALINAS

Nancy E. Rister
Nancy E. Rister, County Clerk
Williamson County, Texas

(15) E
City of Leander
PO Box 319
Leander, TX 78646

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EXECUTIVE SUMMARY
9/19/2024

AGENDA SUBJECT:
Ratify City Manager execution of Community Development Block Grant Cooperation Agreement by and between Williamson County and the City of Leander.

BACKGROUND:
Leander has been notified by the US Department of Housing and Urban Development (HUD) that it is potentially eligible for an estimated $278,100.00 in Community Development Block Grant (CDBG) funds for FY2025. The City has four (4) options to accept these funds:

1. Accept status as an entitlement grantee;
2. Accept status as an entitlement grantee and enter into a joint agreement with the urban county in which it is located;
3. Defer status as an entitlement grantee and participate through the State CDBG program; or
4. Defer status as an entitlement grantee and continue to participate as part of the urban county.

The City was notified of the Leander's entitlement status on September 5, 2024, with a deadline to notify HUD by September 6, 2024, with its intent to either accept or defer the entitlement status by September 6, 2024. City staff notified HUD that it wished to exercise option 2, to defer status as an entitlement grantee and enter into a joint agreement with Williamson County, which is an urban county. Under this scenario, Williamson County will include Leander's population in its CDBG program and be eligible to accept and administer Leander's CDBG allocation. Under this program, Leander would be able to access its CDBG funds through Williamson County.

Pursuant to the cooperative agreement, the County and City agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing activities. This commitment is for a period of three (3) years and in the future the City may opt to continue participating in the Williamson County program or to create an independent program.

Leander could accept and use its CDBG funds directly as an entitlement grantee. However, that would require the City to establish its own CDBG program and be responsible for meeting all federal requirements. Among other things, this would necessitate that the City create a CDBG program with dedicated City staff.

HISTORY/TIMELINE:
The City of Leander has historically elected to be part of the Williamson County CDBG program, but declined to participate in the most recent contract period FY22-24. On Monday, September 9, 2024, the City Manager executed a cooperative agreement with Williamson County to protect Leander's CDBG entitlement funds.

APPLICANT/AGENT:

RECOMMENDATION:

Ratify the City of Leander's participation in the CDBG program. Should the City Council not vote to ratify participation in the CDBG program, it will retain the opportunity to participate through the State of Texas CDBG program.

PRESENTER:
Todd Parton, City Manager

Fiscal Impact

Participation does not commit the City to any liability, but it does allow the City to apply for grant-eligible programs or projects through Williamson County's CDBG program as opposed to managing the City's own CDBG program or applying through the State of Texas CDBG program.

Attachments:

1. CDBG Cooperation Agreement Leander 2025
2. CDBG Leander Notification Deadline Letter Attachment vrs 09052024
3. Williamson County Urban County Re-qualification for Community Block Grant 052721

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

COMMUNITY DEVELOPMENT BLOCK GRANT
COOPERATION AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Williamson, a political subdivision of the State of Texas, hereafter referred to as the "County" and the City of Leander, a municipal corporation under the laws of the State of Texas, hereafter sometimes referred to as the "City".

WITNESSETH

WHEREAS, The City has elected to have its population included as a portion of that population of the County in the County's "Urban County" application to the U.S. Department of Housing and Urban Development for the Community Development Block Grant Program and the HOME investment Partnership Program, said applications being hereinafter sometimes referred to as the "Grants Applications"; and

WHEREAS, The County is willing to include all of the City's population in the Grant Applications; and

WHEREAS, The 93rd Session of the Congress passed and the President of the Unites States signed into law, the Housing and Community Development Act of 1974 for the specific purpose of developing viable communities; and

WHEREAS, Williamson County desires to be designated as an "Urban County" by the Department of Housing and Urban Development in order to receive a formula share of program funds provided said County has an appropriate population under the enabling legislation in its unincorporated areas and its included units of general local governments with which it has entered cooperation agreements; and

WHEREAS, Article III, Section 64 of the Texas Constitution authorizes Texas counties to enter into cooperation agreements with local governments for essential Community Development and Housing and Assistance activities.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the County and the City do mutually agree as following:

SECTION I

The City agrees to allow the County to include the City's population in order to qualify for a formula share of entitlement program funds through the Department of Housing and Urban Development's Community Development Block Grant Program, the HOME Investment Partnership Program and other funding as may be authorized by HUD and included in the County's

Consolidated Plan Strategy. The City and County agree to include the same in the Grant Application.

This Agreement covers the CDBG Entitlement program and, where applicable, the HOME Investment Partnership (HOME) and Emergency Solutions Grants (ESG) Programs (i.e., where the urban county receives funding under the ESG program, or receives funding under the HOME program as an urban county or as a member of a HOME consortium).

By executing this Agreement, the City understands that it:

1. May not apply for grants from appropriations under the State CDBG Program for fiscal years during the period in which it participates in the urban county's CDBG program; and

2. May receive a formula allocation under the HOME Program only through the urban county. Thus, even if the urban county does not receive a HOME formula allocation, the participating unit of local government cannot form a HOME consortium with other local governments. (Note: This does not preclude the urban county or a unit of government participating with the urban county from applying to the State for HOME funds, if the state allows.); and

3. May receive a formula allocation under the ESG Program only through the urban county. (Note: This does not preclude the urban county or a unit of government participating with the urban county from applying to the State for ESG funds, if the state allows.)

SECTION II

The County and the City agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing activities pursuant to this Agreement. Such activities include but are not limited to these activities included in the Annual One Year Plan contained in the Consolidated Plan Strategy as required under 24 CFR Part 570 and approved by the Department of Housing and Urban Development which is on file at the Urban County Program office and which may be amended in the future. The parties agree, further, to cooperate in all other activities listed as "Community Development Program Activities Eligible for Assistance" under Public Law 93-383, The Housing and Community Development Act of 1974, Title I, Section 105, listed as "Eligible Activities" under the CFR, Title 24, Chapter V Part 570, as amended, Community Development Block Grants, should any of these activities be identified to be carried out in the City.

SECTION III

All activities to be carried out with annual Community Development Block Grant funds and HOME Investment Partnership Program funds, should the Grant Applications be approved, will be carried out during the three fiscal years following approval of said applications, including such additional time as may be required for the expenditure of funds granted to the participating unit of local government. The City agrees to inform the County of any income generated by the expenditure of Consolidated Plan Strategy Program funds received by the City. It is expressly understood by the City that such program income must be paid to the County unless the City has been authorized by prior written Agreement from the County to retain such program income and

that the City must use such funds only for eligible activities in accordance with all applicable Program guidelines and requirements. It is further understood by the City that the County has full responsibility for monitoring and reporting to the Department of Housing and Urban Development on the use of any such program income and that in the event of close-out, the City's change of status or the discontinued use of Program funds for approved activities, and program income that is on hand or received subsequent to the closeout or change of status shall be paid to the County.

SECTION IV

Neither party to the Agreement may veto or in any way obstruct the implementation of the approved Consolidate Plan Strategy (CPS) or such other Community Development program activities eligible for assistance during the three years for which the County is seeking to qualify as an "Urban County" or for such additional time as may be required for expenditure of funds granted to the County for such period. In addition, nothing contained in this Agreement shall deprive any municipality or other unit of government of any powers of zoning, development control, or other lawful authority which it presently possesses.

SECTION V

The City understands that it may not apply for grants under the Small Cities or State CDBG Programs from appropriations for fiscal years in which this Agreement is in effect. Further, the City may not participate in a HOME consortium except through the County, regardless of whether the County receives a HOME formula allocation during the fiscal years in which this Agreement is in effect.

SECTION VI

This Agreement shall be effective for the three year qualification period of Fiscal Years 2025-2027 and it will automatically be renewed for participation in successive three-year qualification periods, unless the County or the City provides written notice it elects not to participate in a new qualification period. By the date specified in HUD's urban county qualification notice for the next qualification period, the County will notify the City in writing of its right not to participate.

Each party shall adopt any amendment to the Agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in an Urban County Qualification Notice applicable for a subsequent three-year urban county qualification period, and shall submit such amendment to HUD as provided in the urban county qualification notice (see Section IV, Documents to be Submitted to HUD, paragraph E of the Notice) and failure to comply will void the automatic renewal for such qualification period. Failure by either party to adopt an amendment to this Agreement incorporating all changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice applicable for a new qualification period, and to submit the amendment to the U.S. Department of Housing and Urban Development, shall void the automatic renewal of this Agreement for such qualification period.

This Agreement shall remain in effect until the CDBG (and, where applicable, HOME and ESG) funds and program income received (with respect to activities carried out during the three-year qualification period, and any successive qualification periods under agreements that provide for automatic renewals)

are expended and the funded activities completed. The County and City cannot terminate or withdraw from this Agreement while it remains in effect, unless the County fails to qualify as an urban county.

SECTION VII

Should the U.S. Department of Housing and Urban Development reject or refuse to accept this Agreement for any reason, the County may terminate this Agreement by giving written notice or same to the City. The County shall not be liable for any cause, action or damage arising from HUD's rejection of the application. Should the U.S. Department of Housing and Urban Development, for any reason terminate funding to the County during any time of the three year period of qualifications, the County shall not be held liable for any obligation or expenses incurred by the City.

SECTION VIII

This Agreement remains in effect until the CDBG and HOME funds and income received with respect to the three-year qualification period and any successive qualification periods are expended and the funded activities completed, and the County and participating unit of general local government may not terminate or withdraw from this Agreement while it remains in effect.

SECTION IX

It is understood by the City and County that the County will adhere to HUD requirements regarding the public hearings and will have final responsibility for selection of projects, the filing of annual grant requests and the preparation of annual performance reports.

Section X

The County and the City shall take all actions necessary to assure compliance with the County's certification under Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, that the grant will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR Part 1, and the Fair Housing Act, and the implementing regulations at 24 CFR Part 100, and will comply with the obligation to affirmatively further fair housing. The Parties shall comply with Section 109 of Title I of the Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR Part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR Part 8, Title II of the Americans with Disabilities Act of 1974, and the implementing regulations at 28 CFR Part 35, the Age Discrimination Act of 1975, and the implementing regulations at 24 CFR Part 146, and Section 3 of the Housing and Urban Development Act of 1968, and all other applicable laws and regulations. The Parties agree that Urban County funding in no event will be used for activities in, or in support of, any cooperating unit of general local government that impedes the County's actions to comply with the County's fair housing certification and duty to affirmatively further fair housing.

SECTION XI

This Agreement may be voided if (1) the City is advised by HUD, prior to the completion of the current requalification process, that the City is eligible to become a metropolitan city; (2) the City elects to take its entitlement status; **and** (3) the City provides the County and HUD with notice of its election to take its entitlement status prior to the completion of the current requalification process. If, prior to the completion of the County's current requalification process, (1) the City has not been advised by HUD that it is eligible to become a metropolitan city; (2) the City has not elected to take its entitlement status **and** (3) the City has not provided the County and HUD with notice of its election to take its entitlement status, this Agreement shall not be voidable and the City must remain a part of the County Entitlement for the entire three-year period of the county's qualification, regardless of population.

SECTION XII

The County and the City agree to take all required actions to comply with the provisions of the National Environmental Policy Act of 1969, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, and other applicable laws.

SECTION XIII

Pursuant to 24 CFR 570.501(b), the unit of local government is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in 24 CFR 570.503.

SECTION XIV

The County and the participating units of general local government have adopted and are enforcing:

1) a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and
2) a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within the jurisdiction.

SECTION XV

The City may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.

SECTION XVI

This Agreement shall be of no force and effect unless and until it is executed by both parties hereto and certified by counsel for the County.

SECTION XVII

No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated, subsequent to the date hereof, and duly executed by the parties hereto.

IN WITNESS THEREOF, the Agreement is executed in duplicate originals, each to have the force and effect of an original, on the later date set forth herein below.

COUNTY OF WILLIAMSON

BY:

_____ Date: _____

Bill Gravell
County Judge

CITY OF Leander

BY:

_____ Date: 9/10/2024

City Official (Mayor or Chief Executive Officer)
Name: Todd Parton
Title: City Manager

CERTIFICATION BY COUNTY LEGAL COUNSEL

I, the undersigned, have examined the foregoing Agreement, and as a statutory civil counsel to the County named therein, I certify that the terms and provisions of the Agreement are fully authorized under State and local laws and that the Agreement provides full legal authority for the County to undertake or assist in undertaking essential community development and housing assistance activities.

County Attorney

BY:_____ Date: _____

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT
San Antonio Field Office, Region VI
H.F. Garcia Federal Building/U.S. Courthouse
615 E. Houston Street, Suite 347
San Antonio, Texas 78205
Telephone: (210) 475-6800
www.hud.gov www.espanol.hud.gov

September 5, 2024

Mr. Todd Parton
City Manager
City of Leander
105 North Brushy Street
Leander, TX 78641

Dear Mr. Parton:

SUBJECT: City of Leander, TX – U. S. Dept of HUD FY25 Potential Entitlement City Notification

The City of Leander, Texas was identified as a potential new entitlement community eligible for the Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) for FY25. The City of Leander is potentially eligible for its entitlement status and CDBG funding in the estimated amount of $278,100 for FY2025. Please note that this amount is an **estimate** and based on what your jurisdiction's funding allocation would have been if it had been an entitlement program participant in FY2024. HUD makes no guarantee that these estimates are an accurate prediction of actual FY2025 allocation amounts for any jurisdiction that decides to accept entitlement community status. The City of Leander has four options:

1. Accept status as an entitlement grantee;
2. Accept status as an entitlement grantee and enter into a joint agreement with the urban county in which it is located;
3. Defer status as an entitlement grantee and participate through the State CDBG program; or
4. Defer status as an entitlement grantee and continue to participate as part of the urban county.

Cities located in requalifying urban counties are required to notify HUD of their intent to accept or defer their entitlement status as soon as possible (the City may have already done so) no later than September 6, 2024. The City has until **September 6, 2024**, to provide our Field Office with its decisions via written correspondence if the City would like to accept or defer its entitlement status for FY2025. All communication should be sent electronically via email to the attention of Valerie Reed-Sweed, Director, at email: CPD_GeneralCorr-SAT@hud.gov with a courtesy copy to Senior CPD Representative, Nancy Sanchez, at nancy.e.sanchez@hud.gov and valerie.m.reed-sweed@hud.gov.

HUD will interpret a failure by a potential new grantee to respond in writing by **September 6, 2024**, to mean that the jurisdiction has chosen to defer its entitlement status for FY2025.

I am attaching the *Guidance for Potential New Entitlement Grantees* document, which details the specific Federal requirements for new CDBG grantees. If you would like to discuss this matter further, please feel free to contact me.

Sincerely,

Valerie M. Reed-Sweed
Valerie Reed-Sweed, Director
Office of Community Planning and Development

cc: Robert Powers, Executive Finance Director, City of Leander

GUIDANCE FOR POTENTIAL NEW ENTITLEMENT GRANTEES
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

Potential new CDBG entitlement grantees may be identified annually when the Census Bureau releases updated population data. In addition, the Office of Management and Budget periodically issues bulletins that update their designations of metropolitan areas, counties included in metropolitan areas, and principal cities of those metropolitan areas. This memorandum provides guidance to potential new entitlement communities on the process required to become entitlement communities.

Once they are notified that they may be eligible for CDBG funding, potential new entitlement grantees are required to provide a written response to their local HUD Field Offices stating that they accept or decline their entitlement status. This response may be sent via email with a PDF attachment, facsimile, or mailed to the Field Office.

Part 91 Requirements

Potential new entitlement grantees must select a program year start date between January 1 - October 1. New grantees are encouraged to select a program year start date from July 1 - October 1 because of the amount of time required to develop a citizen participation plan, Consolidated Plan/Action Plan, train and hire staff on CDBG program requirements, and perform other necessary administrative actions required for start-up. In addition, because the Congressional appropriation process is often not completed by the start of the federal fiscal year, grantees with a program year start date of April 1 or earlier often do not receive their CDBG grants until well after their program year start dates.

Grantees are required to prepare a citizen participation plan that gives their policies and procedures for citizen participation in accordance with 24 CFR 91.105(a)(1). According to 24 CFR 91.105(a)(2), the citizen participation plan must provide for and encourage citizens to participate in the development of the consolidated plan/action plan, substantial amendments to the consolidated plan, and the annual performance and evaluation report. Low and moderate persons should be encouraged to participate in this process, particularly those that reside in areas where CDBG assistance may be targeted. Grantees must also encourage the participation of minorities, non-English speaking persons, and persons with disabilities as well. Participation by nonprofits, community-based organizations, public housing agencies, businesses, developers, and faith-based organizations should also be encouraged.

A grantee is required to prepare a Consolidated Plan every three to five years and an annual Action Plan that details the activities it will carry out with CDBG funds. 24 CFR 91.5 defines a Consolidated Plan as the document submitted to HUD that serves as the comprehensive housing affordability strategy, community development plan, and submissions for funding under any of the Community Planning and Development formula programs (CDBG, HOME, ESG, and HOPWA) prepared in accordance with the process detailed in Subpart C of the Part 91 regulations.

Information required for a complete Consolidated Plan includes:

- A housing and a homeless needs assessment, which includes the jurisdiction's estimated housing needs, number and types of families in need of housing assistance for extremely low income, low income, moderate income, and middle-income families, renters or owners, elderly persons, single persons, large families, persons with HIV/AIDS and their families, and persons with disabilities.

- A homeless needs assessment which describes the nature and extent of homelessness; an estimate of the number of persons who are not homeless but require supportive housing; and the number of housing units occupied by low- and moderate-income families that contain lead paint hazards.

- A housing market analysis.

- A strategic plan which addresses non-housing community development needs and barriers to affordable housing.

- An anti-poverty strategy.

Grantees must address all of the requirements listed in the regulations.

HUD cannot provide an estimate of how many hours it would take to prepare a Consolidated Plan because the number would vary with each entitlement grantee. It is recommended that potential new entitlement grantees contact other comparable entitlement grantees or the HUD Field Office to ascertain this information.

The regulations at 24 CFR 91.15(a)(1) state that jurisdictions should submit their Consolidated Plans to HUD at least 45 days before the start of its program year. 24 CFR 91.15(a)(2) states that HUD will not accept a Consolidated Plan submission earlier than November 15 or later than August 16 of the federal fiscal year for which the grant funds are appropriated. It is important for grantees to understand that failure to submit their Consolidated Plan and Annual Action Plan by August 16 will result in the loss of funding for that fiscal year. Grantees should consult 24 CFR 91.220-230 for guidance concerning preparation of an annual Action Plan. Information on the Consolidated Plan may be accessed at https://www.hudexchange.info/programs/consolidated-plan. Grantees are required to submit their Consolidated Plan/Action Plan in the eCon Planning Suite: Consolidated Plan and IDIS. The eCon Planning Suite includes CPD Maps, a mapping tool to assist grantees in determining where to target CDBG assistance. Additional information on the eCon Planning Suite may be accessed at https://www.hudexchange.info/programs/consolidated-plan/econ-planning-suite/. Webcasts on use of the eCon Planning Suite may be accessed at https://www.hudexchange.info/programs/consolidated-plan/econ-planning-suite-overview-webinars/.

Grantees are also permitted to hire consultants to assist them in developing a Consolidated Plan. Consultants must be procured in accordance with the procurement requirements at 2 CFR 200.318-200.326, accessible at https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl. Notice CPD 96-5 also provides guidance on the procurement of consulting services. It may be accessed at https://www.hud.gov/program_offices/administration/hudclips/notices/cpd/99-95#1996

Once a grantee submits its Consolidated Plan/Action Plan to the HUD Field Office, HUD has 45 days to review and approve it. A Consolidated Plan/Action Plan is considered approved by HUD 45 days after HUD receives it unless HUD notifies the grantee before that date that its plan is disapproved. The Field Office may disapprove all or part of a grantee's Consolidated Plan/Action Plan. Reasons include but are not limited to the plan being substantially incomplete, developed without citizen participation and/or consultation, or HUD determined that one or more of the certifications submitted with the plan are inaccurate. A grantee has 45 days from the date of notification of disapproval by HUD to resubmit its Consolidated Plan/Action Plan, and HUD has 30 days to approve or disapprove the resubmitted Consolidated Plan/Action Plan.

Once HUD approves a grantee's Consolidated Plan/Action Plan, the HUD Field Office issues a grant agreement. After the grant agreement is executed by HUD and the grantee, an account is established in the grantee's name with the U.S. Treasury. This is the grantee's Line of Credit. Grantees must draw down funds by activity as they are needed rather than draw down the entire grant at once. Grantees are not permitted to draw down funds in advance of need and are required to minimize the time between the transfer of funds from the Treasury to disbursement by them or their subrecipients for eligible activities.

Preparation of Consolidated Plans/Action Plans

New CDBG grantees are permitted to incur costs for the preparation of their citizen participation plans, Consolidated Plans/Action Plan and other administrative costs before the date of their grant agreements. Under the authority of 24 CFR 570.200(h), reimbursement for pre-award costs, before the effective date of the grant agreement, a grantee may incur costs and then after the effective date of the grant agreement pay for those costs using its CDBG funds. Citizens must be advised of the extent that pre-award costs will affect future grants, and the costs must be in compliance with Subpart C of the Part 570 regulations and the environmental review procedures stated in 24 CFR Part 58. Pre-award authority is only permitted for preparation of the first year's Consolidated Plan/Action Plan.

CDBG Program Administration

CDBG grantees are permitted to spend no more than 20 percent of their CDBG grants plus 20 percent of program income earned that program year for planning and administration expenses. Planning and administration expenses include but are not limited to preparation of the Consolidated Plan/Action Plan, staff salaries for employees administering the CDBG program, and lease of office space. New grantees will require significant start-up costs associated with the development of their citizen participation and consolidated/action plans and capacity building.

New CDBG grantees are advised to carefully consider the options for administering their proposed CDBG-assisted activities. The option(s) selected may depend on the size of the CDBG grant, grantees' capacity for CDBG program administration, and the activities that they plan to carry out. In accordance with 24 CFR 570.200(f), a grantee may carry out CDBG activities:

- through its employees (the hiring of staff to administer the CDBG program is an eligible administrative cost).

- procuring with a consulting firm or for-profit grant administrator (the contract must be governed by the requirements of 2 CFR 200.318-200.326).

- through loans or grants made to subrecipients (see 24 CFR 570.500(c) for the definition of subrecipient) or

- the use of one or more public agencies (such as the county, a public housing authority or a redevelopment authority).

Grantees may use one or more of these options for carrying out CDBG-assisted activities. However, please note that 24 CFR 570.501(b) states that the grantee is responsible for ensuring that CDBG funds are used in accordance with all program requirements. The use of designated public agencies, subrecipients, or contractors does not relieve grantees of this responsibility. This means that grantees must ensure that designated public agencies, subrecipients, and contractors are carrying out CDBG-assisted activities in compliance with all CDBG program requirements. The grantee is responsible for monitoring such entities to ensure performance and compliance. The grantee remains responsible for any compliance problems and is financially responsible for any disallowed costs.

CDBG grantees are required to provide CDBG assistance only to areas within their jurisdictions' boundaries unless the requirements in 24 CFR 570.309 are met. This provision states that a grantee must determine that an activity funded outside of its jurisdiction is necessary to further the purposes of the Housing and Community Development Act of 1974 and its community development objectives, and that the grantee's residents are reasonably benefiting from the activity. It is important that grantees document the basis for this determination before CDBG funds are expended, and grantees must maintain that documentation. Urban counties are reminded that local governments which chose to opt out of the county's program or chose not to sign a cooperation agreement to participate in the county's program are not part of the CDBG Urban County. Even though these local governments may lie within the county's corporate boundaries, they are outside the jurisdiction of the county for CDBG program purposes.

Reporting Requirements

CDBG grantees are required to be proficient in the use of the Integrated Disbursement and Information System (IDIS). IDIS is the system through which grantees enter activity accomplishments and draw funds from the Line of Credit. Grantees are required to report on all CDBG-assisted activities in IDIS on a regular basis. Grantees are required to enter information on the proposed activity and national objective. As the activity progresses, grantees are required to

report on activity accomplishments and performance measures. For activities that will meet the low- and moderate-income jobs national objective, grantees are required to enter information on race and income of the beneficiaries and identify the number of jobs created or retained. For activities that will meet the low- and moderate-income limited clientele national objective, grantees are required to enter information on race and income of the beneficiaries. For activities that will meet the low- and moderate-income area benefit national objective, grantees are required to enter information on the Census block groups that comprise the service area of the activity. The IDIS training manual may be accessed at https://www.hudexchange.info/resource/2685/idis-online-for-cdbg-entitlement-communities-training-manual/. The IDIS home page, providing IDIS resources, news, and announcements may be accessed at https://www.hudexchange.info/programs/idis/.

To obtain an IDIS account, a grantee's chief executive officer (or their designee) must fill out the IDIS Online Access Request Form, have it notarized, and submit it to their local HUD Field Office. For security and separation of duties purposes, multiple staff members will require IDIS access. The form and additional information on the requirements for acquiring an IDIS account may be accessed at https://www.hudexchange.info/programs/idis/idis-technical-assistance/.

Sally Bardwell
Community Development
Williamson County, Texas
sbardwell@wilco.org

710 Main Street
Georgetown, TX 78626
512-943-3757
FAX 512-943-1662

RECEIVED
MAY 2 4 2021

May 19, 2021

City of Leander
Attn: Rick Beverlin, City Manger
PO Box 319
Leander, TX 78646

RE: Williamson County Urban County Re-qualification for Community Development Block Grant

Dear Mr. Beverlin,

In 2004 Williamson County was identified as an Urban County Entitlement for the Community Development Block Grant Program through the U.S. Department of Housing and Urban Development (HUD). Since then, the County has received a yearly CDBG allocation and has been able to fund projects that assist low income individuals and households throughout the County.

In accordance with HUD regulations, this letter is an essential component to assure Williamson County meets the HUD Urban County program eligibility requirements for population and program guidelines. More specifically, it is through our County's combined population numbers that this opportunity is possible. Hence, the program promotes the cooperation and collaboration between all Williamson County citizens in urban and rural areas. Your participation is vital to improving all communities within Williamson County.

Your participation does not prohibit your city from applying for other State HOME funds and provides the opportunity of formula allocations in the HOME Investment Partnership Program. As long as the County remains listed as an eligible Urban County as defined by HUD, this grant is a renewable and ongoing opportunity.

Your city is currently participating in the Williamson County CDBG program. The Cooperation Agreement entered into by Williamson County and Leander states in Section VI that the agreement will automatically renew for each three year qualification period unless the County is notified otherwise. A copy of the signed agreement has been included for your review. The re-qualification period is for 2022-2024. If Leander would like to continue participation, please complete the enclosed level of participation form indicating "elects to participate" and return it to the Williamson County's Community Development Office for our records. **If no response is received by July 2, 2021, the agreement will automatically be renewed.**

If, however, Leander wishes to be excluded from this program, please complete the enclosed level of participation form indicating "elects not to participate". The document should be sent to the Williamson County Community Development Office at 710 Main Street, Georgetown TX 78626 or via email to sbardwell@wilco.org. A response must be received by July 2, 2021. **Again, if no response is received, the executed agreement will automatically be renewed.**

Your prompt assistance with this initiative is greatly appreciated.

Sincerely,

Sally J Bardwell

Sally Bardwell
Community Development Coordinator
Williamson County

Williamson County Community Development Office
Attn: Sally Bardwell
710 Main Street
Georgetown, TX 78626

RE: Williamson County Urban County Qualification for Community Development Block Grant

Dear Ms. Bardwell:

In accordance with your request for our City's approved decision regarding the participation in the Community Development Block Grant Cooperative Agreement, our City respectfully selects one of the following options:

☐ The City of _____ agrees to continue its participation in the Urban County CDBG for Fiscal Years 2022-2024.

☑ The City of Leander elects not to continue its participation in the Urban County CDBG to Fiscal Years 2022-2024.

Signed and Attested By:

City Official — Date: 26 May 2021

Dara Cranfill — 05.26.2021

City Secretary — Date

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

COMMUNITY DEVELOPMENT BLOCK GRANT
COOPERATION AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Williamson, a political subdivision of the State of Texas, hereafter referred to as the "County" and the City of Leander, a municipal corporation under the laws of the State of Texas, hereafter sometimes referred to as the "City".

WITNESSETH

WHEREAS, The City has elected to have its population included as a portion of that population of the County in the County's "Urban County" application to the U.S. Department of Housing and Urban Development for the Community Development Block Grant Program and the HOME investment Partnership Program, said applications being hereinafter sometimes referred to as the "Grants Applications"; and

WHEREAS, The County is willing to include all of the City's population in the Grant Applications; and

WHEREAS, The 93rd Session of the Congress passed and the President of the Unites States signed into law, the Housing and Community Development Act of 1974 for the specific purpose of developing viable communities; and

WHEREAS, Williamson County desires to be designated as an "Urban County" by the Department of Housing and Urban Development in order to receive a formula share of program funds provided said County has an appropriate population under the enabling legislation in its unincorporated areas and its included units of general local governments with which it has entered cooperation agreements; and

WHEREAS, Article III, Section 64 of the Texas Constitution authorizes Texas counties to enter into cooperation agreements with local governments for essential Community Development and Housing and Assistance activities.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the County and the City do mutually agree as following:

SECTION I

The City agrees to allow the County to include the City's population in order to qualify for a formula share of entitlement program funds through the Department of Housing and Urban Development's Community Development Block Grant Program, the HOME Investment Partnership Program and other funding as may be authorized by HUD and included in the

County's Consolidated Plan Strategy. The City and County agree to include the same in the Grant Application.

This Agreement covers the CDBG Entitlement program and, where applicable, the HOME Investment Partnership (HOME) and Emergency Solutions Grants (ESG) Programs (i.e., where the urban county receives funding under the ESG program, or receives funding under the HOME program as an urban county or as a member of a HOME consortium).

By executing this Agreement, the City understands that it:

1. May not apply for grants from appropriations under the State CDBG Program for fiscal years during the period in which it participates in the urban county's CDBG program; and

2. May receive a formula allocation under the HOME Program only through the urban county. Thus, even if the urban county does not receive a HOME formula allocation, the participating unit of local government cannot form a HOME consortium with other local governments. (Note: This does not preclude the urban county or a unit of government participating with the urban county from applying to the State for HOME funds, if the state allows.); and

3. May receive a formula allocation under the ESG Program only through the urban county. (Note: This does not preclude the urban county or a unit of government participating with the urban county from applying to the State for ESG funds, if the state allows.)

SECTION II

The County and the City agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing activities pursuant to this Agreement. Such activities include but are not limited to these activities included in the Annual One Year Plan contained in the Consolidated Plan Strategy as required under 24 CFR Part 570 and approved by the Department of Housing and Urban Development which is on file at the Urban County Program office and which may be amended in the future. The parties agree, further, to cooperate in all other activities listed as "Community Development Program Activities Eligible for Assistance" under Public Law 93-383, The Housing and Community Development Act of 1974, Title I, Section 105, listed as "Eligible Activities" under the CFR, Title 24, Chapter V Part 570, as amended, Community Development Block Grants, should any of these activities be identified to be carried out in the City.

SECTION III

All activities to be carried out with annual Community Development Block Grant funds and HOME Investment Partnership Program funds, should the Grant Applications be approved, will be carried out during the three fiscal years following approval of said applications, including such additional time as may be required for the expenditure of funds granted to the participating unit of local government. The City agrees to inform the County of any income generated by the expenditure of Consolidated Plan Strategy Program funds received by the City. It is expressly understood by the City that such program income must be paid to the County unless the City has

been authorized by prior written Agreement from the County to retain such program income and that the City must use such funds only for eligible activities in accordance with all applicable Program guidelines and requirements. It is further understood by the City that the County has full responsibility for monitoring and reporting to the Department of Housing and Urban Development on the use of any such program income and that in the event of close-out, the City's change of status or the discontinued use of Program funds for approved activities, and program income that is on hand or received subsequent to the closeout or change of status shall be paid to the County.

SECTION IV

Neither party to the Agreement may veto or in any way obstruct the implementation of the approved Consolidate Plan Strategy (CPS) or such other Community Development program activities eligible for assistance during the three years for which the County is seeking to qualify as an "Urban County" or for such additional time as may be required for expenditure of funds granted to the County for such period. In addition, nothing contained in this Agreement shall deprive any municipality or other unit of government of any powers of zoning, development control, or other lawful authority which it presently possesses.

SECTION V

The City understands that it may not apply for grants under the Small Cities or State CDBG Programs from appropriations for fiscal years in which this Agreement is in effect. Further, the City may not participate in a HOME consortium except through the County, regardless of whether the County receives a HOME formula allocation during the fiscal years in which this Agreement is in effect.

SECTION VI

This Agreement shall be effective for the three year qualification period of Fiscal Years 2016-2018 and it will automatically be renewed for participation in successive three-year qualification periods, unless the County or the City provides written notice it elects not to participate in a new qualification period. By the date specified in HUD's urban county qualification notice for the next qualification period, the County will notify the City in writing of its right not to participate.

Each party shall adopt any amendment to the Agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in an Urban County Qualification Notice applicable for a subsequent three-year urban county qualification period, and shall submit such amendment to HUD as provided in the urban county qualification notice (see Section IV, Documents to be Submitted to HUD, paragraph E of the Notice) and failure to comply will void the automatic renewal for such qualification period. Failure by either party to adopt an amendment to this Agreement incorporating all changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice applicable for a new qualification period, and to submit the amendment to the U.S. Department of Housing and Urban Development, shall void the automatic renewal of this Agreement for such qualification period.

This Agreement shall remain in effect until the CDBG (and, where applicable, HOME and ESG) funds and program income received (with respect to activities carried out during the three-year

qualification period, and any successive qualification periods under agreements that provide for automatic renewals) are expended and the funded activities completed. The County and City cannot terminate or withdraw from this Agreement while it remains in effect, unless the County fails to qualify as an urban county.

SECTION VII

Should the U.S. Department of Housing and Urban Development reject or refuse to accept this Agreement for any reason, the County may terminate this Agreement by giving written notice or same to the City. The County shall not be liable for any cause, action or damage arising from HUD's rejection of the application. Should the U.S. Department of Housing and Urban Development, for any reason terminate funding to the County during any time of the three year period of qualifications, the County shall not be held liable for any obligation or expenses incurred by the City.

SECTION VIII

This Agreement remains in effect until the CDBG and HOME funds and income received with respect to the three-year qualification period and any successive qualification periods are expended and the funded activities completed, and the County and participating unit of general local government may not terminate or withdraw from this Agreement while it remains in effect.

SECTION IX

It is understood by the City and County that the County will adhere to HUD requirements regarding the public hearings and will have final responsibility for selection of projects, the filing of annual grant requests and the preparation of annual performance reports.

SECTION X

The County and the City agree to take all actions necessary to assure compliance with the urban county's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974 (which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975), or other applicable laws and affirmatively further fair housing. It is prohibited to use urban county funding for activities in, or in support of, any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with the County's fair housing certification.

SECTION XI

This Agreement may be voided if (1) the City is advised by HUD, prior to the completion of the current requalification process, that the City is eligible to become a metropolitan city; (2) the City elects to take its entitlement status; **and** (3) the City provides the County and HUD with notice of its election to take its entitlement status prior to the completion of the current requalification process. If, prior to the completion of the County's current requalification

process, (1) the City has not been advised by HUD that it is eligible to become a metropolitan city; (2) the City has not elected to take its entitlement status **and** (3) the City has not provided the County and HUD with notice of its election to take its entitlement status, this Agreement shall not be voidable and the City must remain a part of the County Entitlement for the entire three-year period of the county's qualification, regardless of population.

SECTION XII

The County and the City agree to take all required actions to comply with the provisions of the National Environmental Policy Act of 1969, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, and other applicable laws.

SECTION XIII

Pursuant to 24 CFR 570.501(b), the unit of local government is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in 24 CFR 570.503.

SECTION XIV

The County and the participating units of general local government have adopted and are enforcing:

1) a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and
2) a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within the jurisdiction.

SECTION XV

The City may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.

SECTION XVI

This Agreement shall be of no force and effect unless and until it is executed by both parties hereto and certified by counsel for the County.

SECTION XVII

No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated, subsequent to the date hereof, and duly executed by the parties hereto.

IN WITNESS THEREOF, the Agreement is executed in duplicate originals, each to have the force and effect of an original, on the later date set forth herein below.

COUNTY OF WILLIAMSON

BY: _____ Date: 06-15-2015

Dan A. Gattis
County Judge

CITY OF Leander

BY: _____ Date: 6/4/15

City Official (Mayor or Chief Executive Officer)
Name:
Title:

CERTIFICATION BY COUNTY LEGAL COUNSEL

I, the undersigned, have examined the foregoing Agreement, and as a statutory civil counsel to the County named therein, I certify that the terms and provisions of the Agreement are fully authorized under State and local laws and that the Agreement provides full legal authority for the County to undertake or assist in undertaking essential community development and housing assistance activities.

County Attorney

BY: _____ Date: 7/22/2015

Shannon C. Francis
Assistant County Attorney

AGENDA ITEM # 36

EXECUTIVE SUMMARY
9/19/2024

AGENDA SUBJECT:
Conduct a Public Hearing and consider action regarding Zoning Case Z-24-0123 to amend the Northline Planned Unit Development on several parcels of land approximately 115.7076 acres ± in size, out of the William Mancil Survey, Abstract No. 437, the Talbot Chambers Survey, Abstract No. 125; and generally located south of East San Gabriel Parkway and approximately 200 feet east of US 183, Leander, Williamson County, Texas. ***[Postponed]***

BACKGROUND:
This request is the second step in the zoning process.

HISTORY/TIMELINE:
06/21/2018 – Approval of Northline PUD and Concept Plan.
11/20/2019 – Administrative approval of Northline Minor PUD Amendment #1
09/12/2024 – Planning & Zoning, 1st Public Hearing - postponed

APPLICANT/AGENT:
Northline Leander Development Company, LP (Alexander H. Tynberg)

RECOMMENDATION:
The application has been postponed. A workshop with City Council is scheduled for September 19, 2024 to further discuss the proposal before proceeding with the request.

PRESENTER:
Karina Castillo, AICP, Planning Manager

Fiscal Impact

Attachments:

AGENDA ITEM # 37

EXECUTIVE SUMMARY
9/19/2024

AGENDA SUBJECT:
Conduct a Public Hearing regarding Zoning Case Z-24-0127 to amend the current zoning of Northline Planned Unit Development to adopt the Northline Retail Planned Unit Development with base zoning district of GC-2-A (General Commercial) on eight (8) parcels of land approximately 16.0602 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R517094, R031604, R646992, R646986, R646987, R646988, R646989, and R646990; and generally located southwest of the intersection of East San Gabriel Parkway and 183A Toll Road, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-24-0127 as described above.

BACKGROUND:
This request is the second step in the zoning process.

HISTORY/TIMELINE:
06/21/2018 – Approval of Northline PUD and Concept Plan
11/20/2019 – Administrative approval of Northline Minor PUD Amendment
09/12/2024 – Planning & Zoning, 1st Public Hearing

APPLICANT/AGENT:
Endeavor Real Estate Group (R. Charles Northington) on behalf of Northline Leander Development Company, LP. (Alexander H. Tynberg)

RECOMMENDATION:
Staff recommends approval. During the meeting of September 12, 2024, the Planning & Zoning Commission recommended approval contingent on the approval of the Comprehensive Plan Amendment.

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

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Fiscal Impact

Attachments:
1. Z-24-0127 Att 1 Planning Analysis - Northline Retail PUD
2. Z-24-0127 Att 2 Current Zoning - Northline Retail PUD

3. Z-24-0127 Att 3 FLU Map - Northline Retail PUD
4. Z-24-0127 Att 4 Public Notification - Northline Retail PUD
5. Z-24-0127 Att 5 Proposed Zoning - Northline Retail PUD
6. Z-24-0127 Att 6 Aerial Map - Northline Retail PUD
7. Z-24-0127 Att 7 PUD Notes - Northline Retail PUD
8. Z-24-0127 Att 8 Letter of Intent - Northline Retail PUD
9. Z-24-0127 Att 9 Ordinance - Northline Retail PUD
10. Z-24-0127 Att 10 9-12-2024 P & Z Minutes

PLANNING ANALYSIS

ZONING CASE Z-24-0127
NORTHLINE RETAIL PUD

GENERAL INFORMATION

Owner/Agent: Endeavor Real Estate Group (R. Charles Northington) on behalf of Northline Leander Development Company, LP. (Alexander H. Tynberg).

Current Zoning: Northline Planned Unit Development

Proposed Zoning: Northline Retail Planned Unit Development with base zoning GC-2-A (General Commercial)

Size and Location: The property is located southwest of the intersection of East San Gabriel Parkway and 183A Toll Road, including approximately 16.06 acres.

Staff Contact: Karina Castillo, AICP
Planning Manager

APPLICANT REQUEST

The applicant has submitted a request to change the designated zoning district of their property in order to develop a retail development along San Gabriel Parkway and 183A Toll Road.

STAFF CONCLUSIONS

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

SPECIAL CONSIDERATIONS

This site is currently part of the Northline PUD and is proposed to be removed to establish conventional zoning for the property. An administrative PUD amendment is required to remove this property from the Northline PUD.

This site is proposed to be removed from the SmartCode and will follow the Composite Zoning Ordinance, unless alternative standards were approved with this request. The PUD includes perimeter block length being met with private drives instead of streets, removing the square footage limitation for an individual user, reduced minimum setbacks along with maximum setbacks, a reduction in landscaping, alternative parking requirements, and an increase in the amount and size of signage.

The requested zoning district is not a compatible district under the Leander Central future land use category. The applicant has submitted an application for a Comprehensive Plan Amendment which is scheduled for a public hearing before the City Council on October 27, 2024. During the September 13, 2024, the Planning & Zoning Commission voted to approve the zoning request contingent on the approval of the Comprehensive Plan Amendment.

SITE INFORMATION:

ABUTTING ZONING AND LAND USE:

	ZONING	LAND USE
NORTH	T5-Urban Center	Undeveloped
EAST	PUD-GC	Undeveloped
SOUTH	T5-Urban Center T6-Urban Core	Undeveloped, ACC Campus, CAP Metro Station
WEST	PUD	Undeveloped, Townhomes, Multi-Family

SURROUNDING AREA:
This property is located east of the Northline development and south of the St. David's Emergency Room. The ACC San Gabriel Campus is located towards the south.

PHYSICAL AND NATURAL FEATURES:
This property is vacant and does not contain any tree coverage or creeks.

PROPERTY HISTORY:
This property was annexed into the City of Leander on 08/08/2005.

PREVIOUS ZONING CASES:
The following zone cases were previously submitted for this property:

- 18-TOD-Z-012 requested a zone change from Transit Oriented Development District to Northline PUD and was approved on 06/21/2018.
- 19-TOD-Z-021 requested an amendment to the Northline PUD and was approved on 11/20/2019.

MAJOR CORRIDORS:
This property has access onto San Gabriel Parkway and 183A Toll Road.

TRANSPORTATION PLAN REQUIREMENTS:
This property does not include the extension of any new roads proposed on the Transportation Master Plan. All roads and drives within the site are proposed to be private.

The table below includes the streets within the development. These streets have not been reviewed and are subject to change during the review process.

STREET	CLASSIFICATION	LAND USE CONTEXT	DESIGN ELEMENTS
San Gabriel Parkway	Arterial	Commercial	126' ROW 6-Lane Arterial 10' sidewalk
183A Toll Road	Access Controlled	Commercial	400' ROW Access Controlled 10' sidewalk

SUBDIVISIONS:
The site has had several subdivision cases that have been previously submitted, approved, and/or completed for this property.

EXISTING UTILITIES:
This property has access to water and wastewater along Doc Miller Street as shown in Figures 1 and 2.

Figure 1: Water System

Figure 2: Wastewater System

CURRENT LAND USES:
This property is currently vacant.

PROPOSED ZONING DISTRICT:

PUD – PLANNED UNIT DEVELOPMENT:

The purpose and intent of the Planned Unit Development (PUD) district is to design unified standards for development in order to facilitate flexible, customized zoning and subdivision standards which encourage imaginative and innovative designs for the development of property within the City. The intent of this zoning request is to provide for a retail development. The contents of this PUD further explain and illustrate the overall function desired for this development. A Conceptual Site Layout and Land Use Plan has been attached to this PUD, Exhibit C, to illustrate the design intent for the property. The Conceptual Site Layout and Land Use Plan is intended to serve as a guide to illustrate the general community vision and design concepts and is not intended to serve as a final document. The intent of this zoning district is to cohesively regulate the development to assure compatibility with adjacent single-family residences, neighborhoods, and commercial properties within the region.

USE COMPONENT

GC – GENERAL COMMERCIAL:

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

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

SITE COMPONENT

TYPE 2:

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

Intent:

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

ARCHITECTURAL COMPONENT

TYPE A:

Features: 5 or more architectural features.

Intent:

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

COMPREHENSIVE PLAN:

Applicable <u>Comprehensive Plan</u> goal statements

- Strategy 1.1: Guide future growth and development following the comprehensive plan to achieve a more balanced, diverse economy.
- Continue efforts regarding the construction of projects within the Leander Central/Transit-Oriented Development District as a mixed-use urban environment.
- Pursue signature regional attractions, destinations, and events.

Applicable <u>Future Land Use</u> categories

LEANDER CENTRAL

- The Leander Central future development category encompasses the City's future urban center, in close proximity to Leander Station. This area is envisioned to be a very walkable area which encourages a "sense

of place" and should represent the most dense, urban form Leander will have. This is a highly activated area with first floor storefronts, employment, dense residential, and entertainment.

Land uses are less distinguishable and less regulated in the urban environment, where the focus is more on form than function. Important characteristics in the central location are building relationship with the street and pedestrian movement, signage, street design, and public gathering places.

This area is envisioned to be developed with an urban character, meaning development requires on-street or structured parking and an emphasis on pedestrian walkability. Vehicular circulation occurs along a grid-based network of complete streets with short blocks and focus on safety and efficient distribution of vehicles, bikes and pedestrians.

INTERGOVERNMENTAL/INTERDEPARTMENTAL REVIEW:

This proposal was reviewed by all applicable departments within the City of Leander. All plats submitted will be reviewed by Williamson County along with City Staff.

SCHEDULE:

DEVELOPMENT MEETING
A development meeting was not held with Staff, but the applicant has been working closely with staff to coordinate the process of this project

NOTIFICATION
08/22/2024 - Public Notice on Hill Country News
08/28/2024 - Mail Notification to Property Owners within 200'
08/28/2024 - Public Hearing Signage Posted on Property
09/12/2024 - Planning and Zoning Commission Public Hearing
09/19/2024 - City Council Public Hearing & First Reading of the Ordinance
10/03/2024 - City Council Second & Final Reading of the Ordinance

PUBLIC NOTIFICATION:

In addition to the notice mailed on behalf of the City to all property owners within 200', the agent is required to reach out to all property owners of property zoned as single-family or any properties used as single-family uses within 500' as per Article X, Section 3 (d) of the Composite Zoning Ordinance. Any Homeowner's Association located within 500' shall also be contacted.

There are no single-family properties within 500' of the property.

APPROVAL CRITERIA:

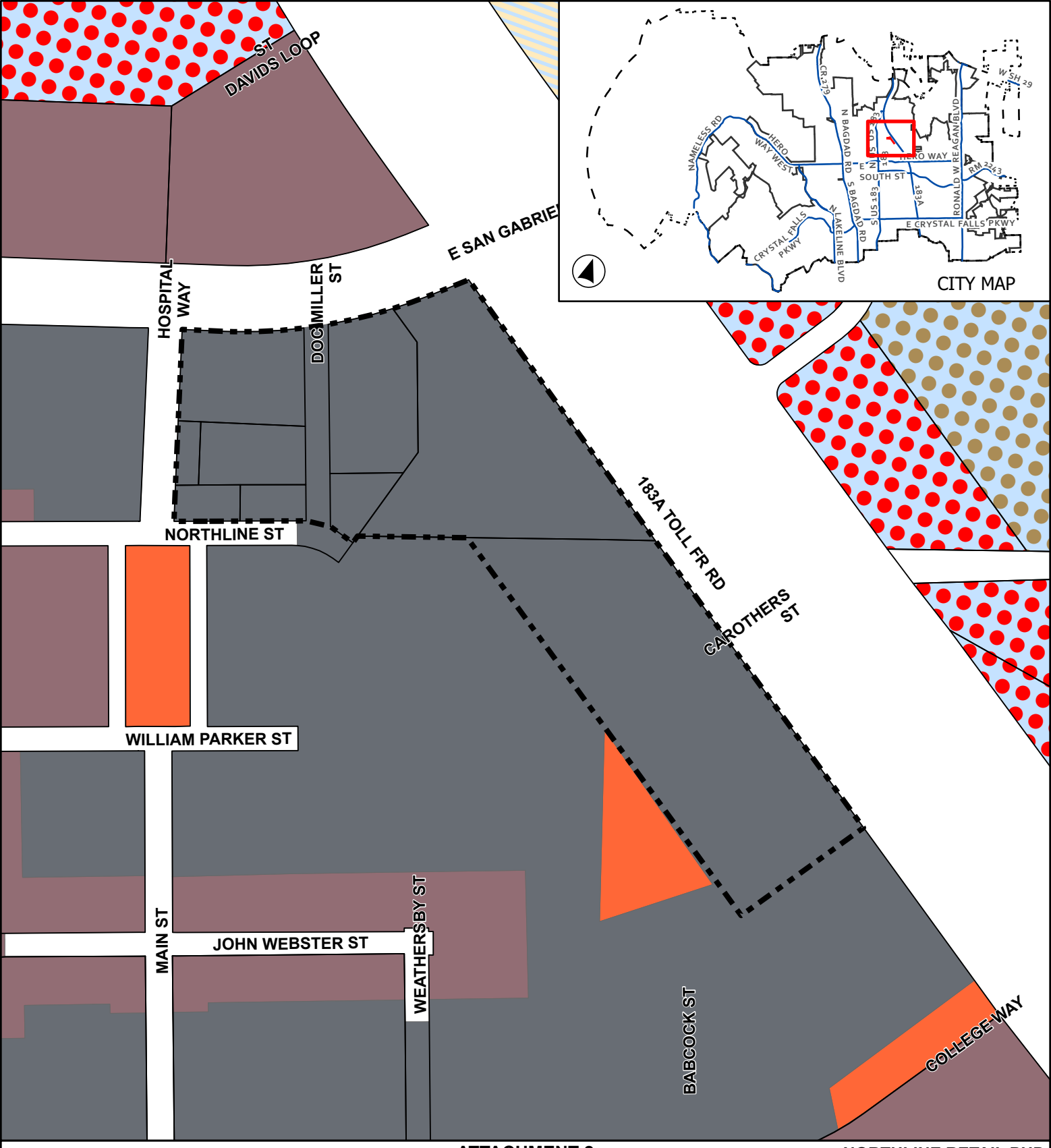
The Leander Central future land use category is intended to develop a walkable area with dense urban form with characteristics such as building relationship with the street and pedestrian movement, signage, street design, and public gathering places and requires on-street or structured parking and an emphasis on pedestrian walkability. The applicant is requesting a base zoning of General Commercial (GC) for commercial and retail uses. This PUD includes the following waivers and higher standards:

- **Use Standards:** Prohibits intense uses that are allowed within the GC district but are not compatible with the surrounding area

- **Development Standards:**
  - Removes the limitation of maximum square footage for an individual user.
  - Removes the requirement for streets to meet the perimeter block length and instead use private drives throughout the parking lot. The adjacent streets will not be extended onto this site.

- Provides parking requirement of one space for every 250 square feet of any use within the development as opposed to the current ratios require that vary by use.
- Setbacks along Main Street and Doc Miller Street are being adjusted to be more compatible with the neighboring development. The Parking, Aisle, Loading, Canopies, and Outdoor Display setbacks are proposed to be reduced from 15 feet to 10 feet along San Gabriel Parkway and 183A Toll Road.
- The required percentage of landscaping along the frontages of the lots is requested to be reduced from 50% to 25% along with removing the requirement for a wall or berm that screens the parking along the arterial roadways. In addition, the application is requesting to increase the distance of trees being located from every parking space from 50 feet to 75 feet within Block C.

- **Signage:** The PUD is proposing alternative signage requirements:
  - Allowing additional multi-tenant pylon sign along 183A Toll Road.
  - Increasing the sign display area for the pylon from 150 square feet to 500 square feet along 183A Toll Road.
  - Increasing the sign display area for monument signs along San Gabriel is proposed to increase from 120 square feet to 350 square feet.
  - Increasing the maximum height for the monument sign along San Gabriel from 20 feet to 30 feet.
  - Allowing the option for Master Sign Plans for large scale tenants to allow for additional wall signage allowance as approved by the Director.



CASE: Z-24-0127 **ATTACHMENT 2** **NORTHLINE RETAIL PUD**

Current Zoning

Leander City Limits
Extra-Territorial Jurisdiction
Subject Boundary
PUD - Multi-Family
PUD - General Commercial
CD - Conventional Sector
Civic Building
T5 - Urban Center
T6 - Urban Core

0 100 200
Feet

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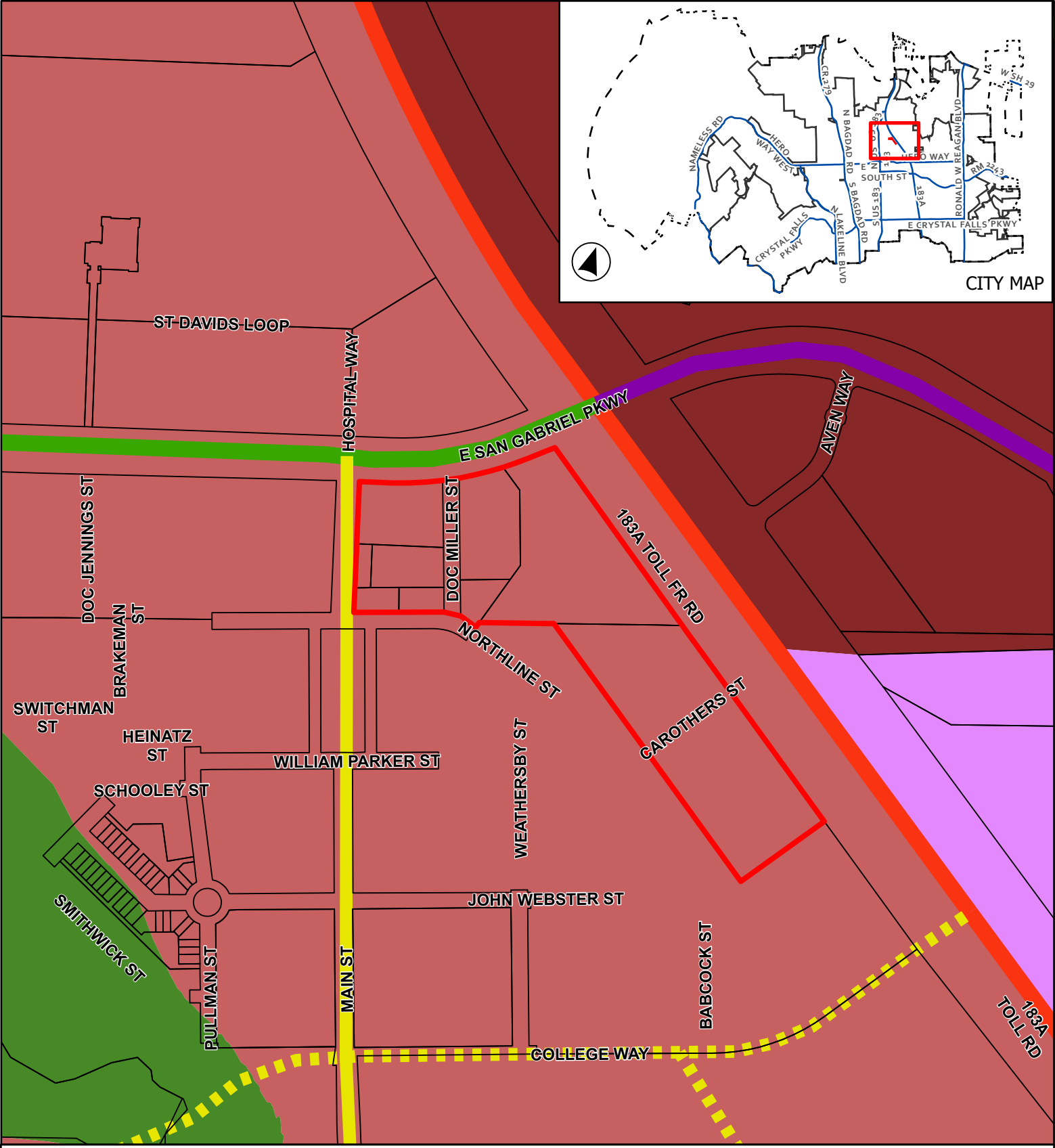

CASE: Z-24-0127 **ATTACHMENT 3** **NORTHLINE RETAIL PUD**

Future Land Use Map

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0 170 340
Feet

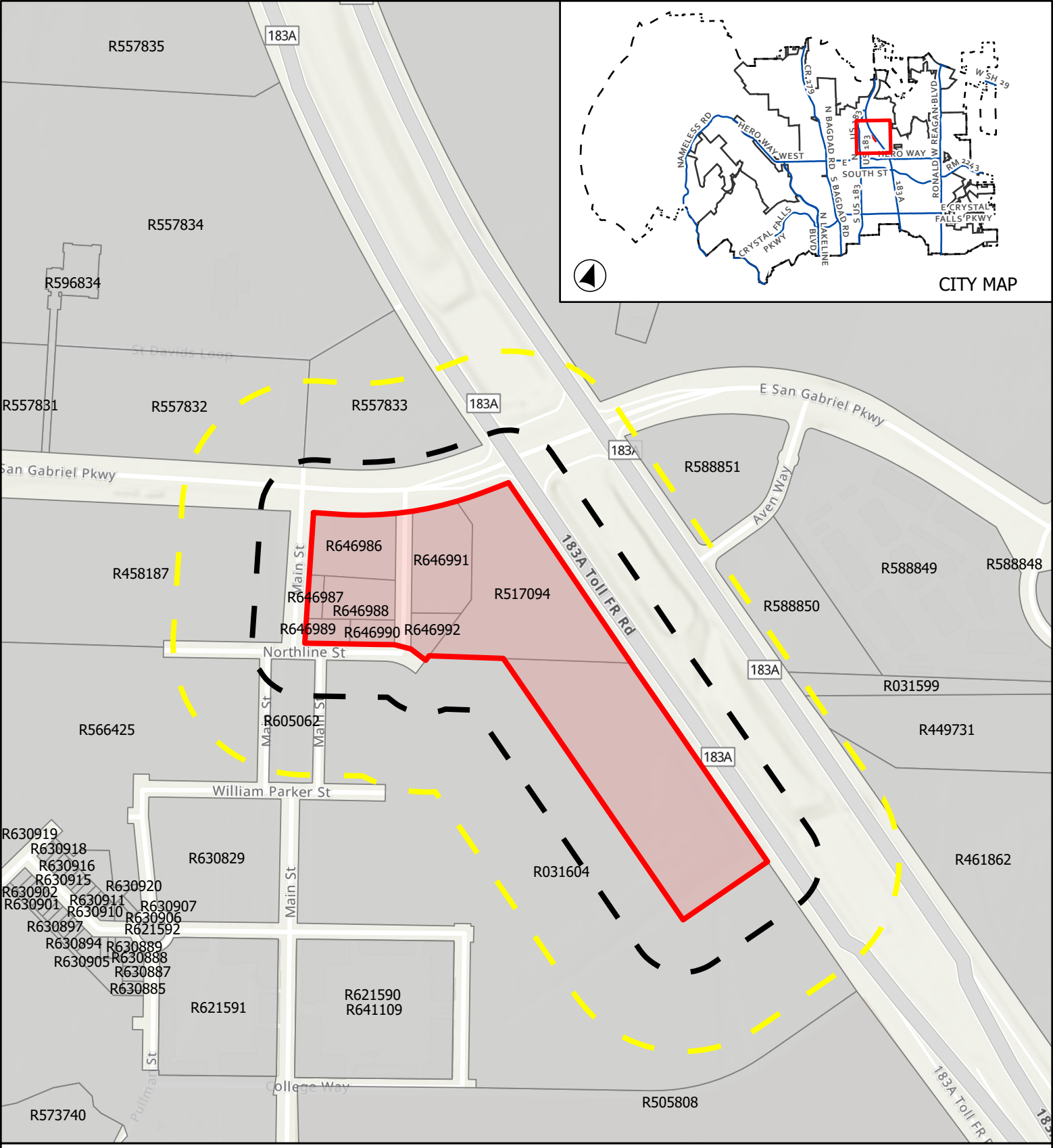
- Leander City Limits
- ETJ Boundary
- Subject Boundary

Future Land Use

- Activity Center
- Employment Center
- Leander Central
- Greenway

Thoroughfare Plan

- Access Controlled, Existing
- Arterial 6 Lane, Existing
- Arterial 4 Lane, Existing
- Collector, Existing
- Collector, Proposed



CASE: Z-24-0127 **ATTATCHMENT 4** **NORTHLINE RETAIL PUD**

Public Notification

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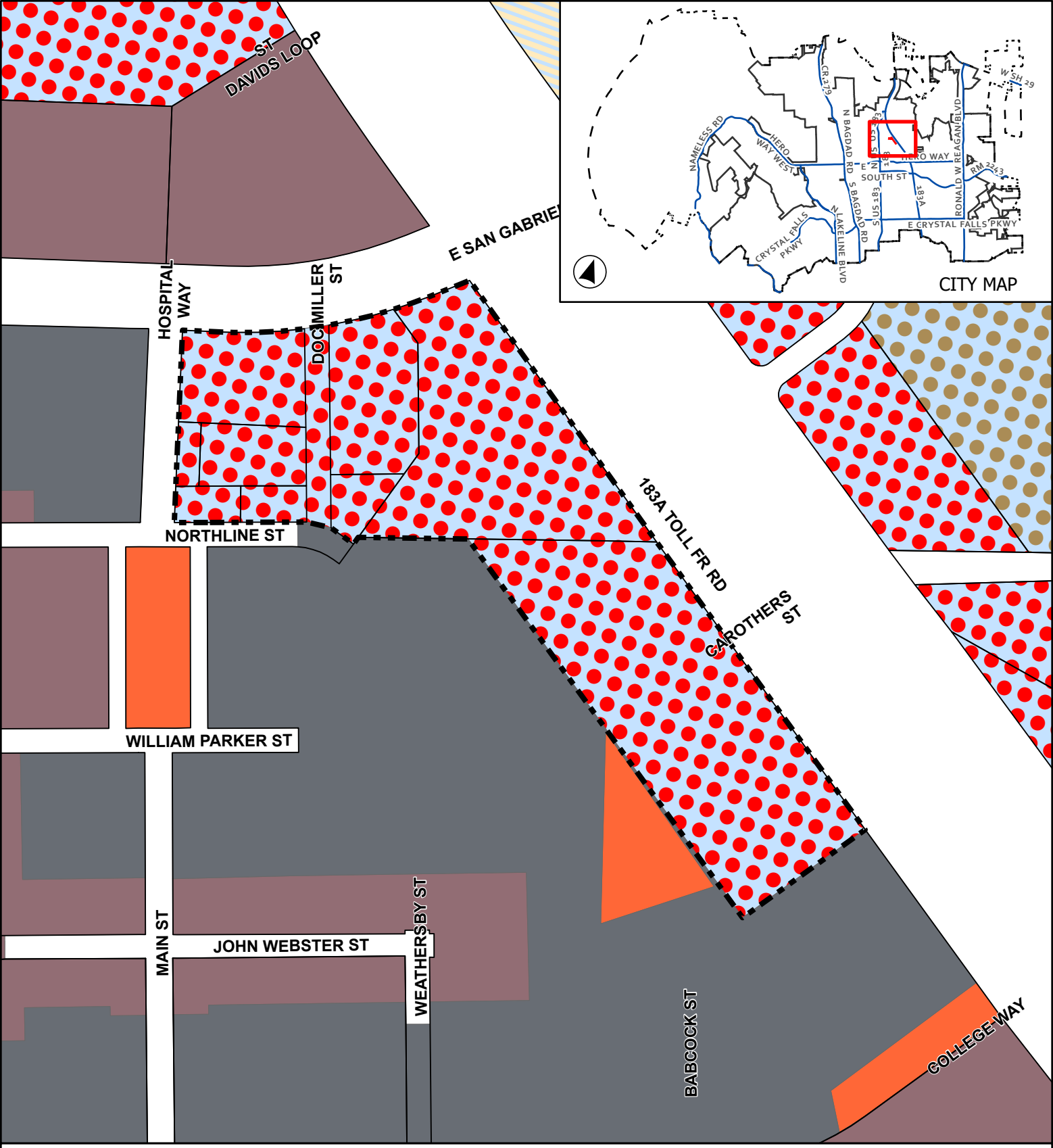
0 195 390

Feet

City Limits
ETJ Boundary
Subject Boundary

Notification Buffer
200'
500'



CASE: Z-24-0127 **ATTACHMENT 5** **NORTHLINE RETAIL PUD**

Proposed Zoning

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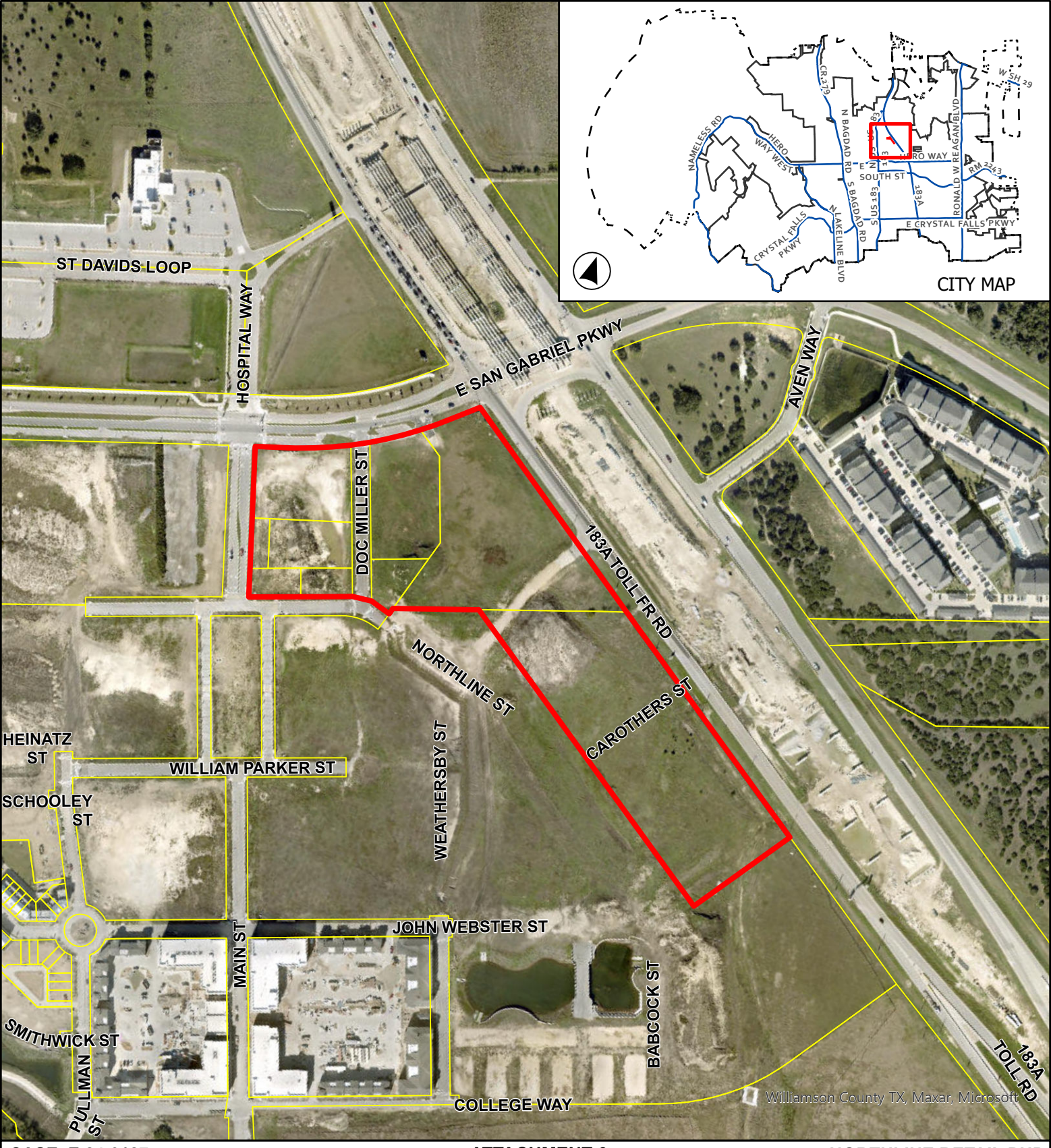
- Leander City Limits
- Extra-Territorial Jurisdiction
- Subject Boundary
- PUD - Multi-Family
- PUD - Local Commercial
- PUD - General Commercial
- CD - Conventional Sector
- Civic Building
- T5 - Urban Center
- T6 - Urban Core

0 100 200
Feet



CASE: Z-24-0127 **ATTACHMENT 6** **NORTHLINE RETAIL PUD**

Aerial Map

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

0 155 310

Feet

Leander City Limits

Subject Boundary

EXHIBIT A

Northline Retail Planned Unit Development

I. Purpose and Intent

A. The Northline Retail PUD (the "PUD") is comprised of approximately 16.08 acres, as shown in **Exhibit B** (the "Property"). The development of this Property includes commercial / retail style development.

B. The PUD has been designed to provide retail and commercial services to the surrounding area. The contents of this PUD further explain and illustrate the overall appearance and function desired for this development. A Conceptual Site Layout and Land Use Plan has been attached to this PUD, **Exhibit C**, to illustrate the design intent for the Property. The Conceptual Site Layout and Land Use Plan is intended to serve as a guide to illustrate the general development vision and design concepts and is not intended to serve as a final document. The Conceptual Site Layout and Land Use Plan depicts a mix of non-residential uses and open space areas which are contemplated within the development.

II. Applicability and Base Zoning

A. All aspects regarding the development of this PUD shall comply with the City of Leander Composite Zoning Ordinance, except as established in this exhibit, titled **Exhibit A**.

B. For the purpose of establishing development standards for the PUD, the following base zoning districts have been selected from the Leander Composite Zoning Ordinance.

GC-2-A (General Commercial)

III. Street Network

A. All streets and roadways within the PUD shall be private.
B. Perimeter block length requirements will be met through private drives.

IV. Prohibited/Allowed Uses

A. The allowable uses shall include all commercial uses permitted in the GC use component.
B. The following uses are prohibited:
    1. Animal hospital, animal boarding including a crematory associated with such use on site, or a crematory associated with a cemetery.
    2. Farms or truck gardens, limited to the propagation and cultivation of plants and provided further that no poultry or livestock.

3. Funeral home, including embalming and crematory facilities associated with an on-site funeral home or cemetery.
4. Manufactured housing sales and accessory building sales.
5. Office/warehouse including painting, plumbing or other similar commercial service.
6. Transportation related facilities including commercial parking lots, passenger terminals, taxi cab stations and mass transit terminals.
7. New vehicle and major equipment sales, rental or leasing, repair of new or used vehicles, body shop
8. Wholesale activities with less than 3,500 square feet of gross area of the business.

C. Individual users shall not be limited to a maximum gross square footage in a single building. A single building shall not be limited to a maximum square footage of floor area.

V. Setbacks

A. All setbacks shall comply with the City of Leander Composite Zoning Ordinance, except as modified below:

Nonresidential and District Setbacks

	Minimum Building Setback	Maximum Building Setback*
Main Street	0 feet	30 feet
Doctor Miller Street	0 feet	30 feet

*Maximum Street Side Setback may be amended as approved by the Planning Director.

Parking, Aisle, Loading, Canopies, Outdoor Display Setbacks

	Parking Setback
183A Toll Road	10 feet
San Gabriel Parkway	10 feet

VI. Landscaping

A. Landscape Requirements
   1. Twenty-five percent (25%) of the required landscaped area and required plantings contained in the landscape requirements shall be installed between the front property lines and the building being constructed.
   2. To reduce the thermal impact of unshaded parking lots, additional trees shall be planted as necessary so that the center point of each parking space is no more than 75 feet away from the trunk of a tree in Block C of **Exhibit C**.

B. Major Corridor Streetscape Standards

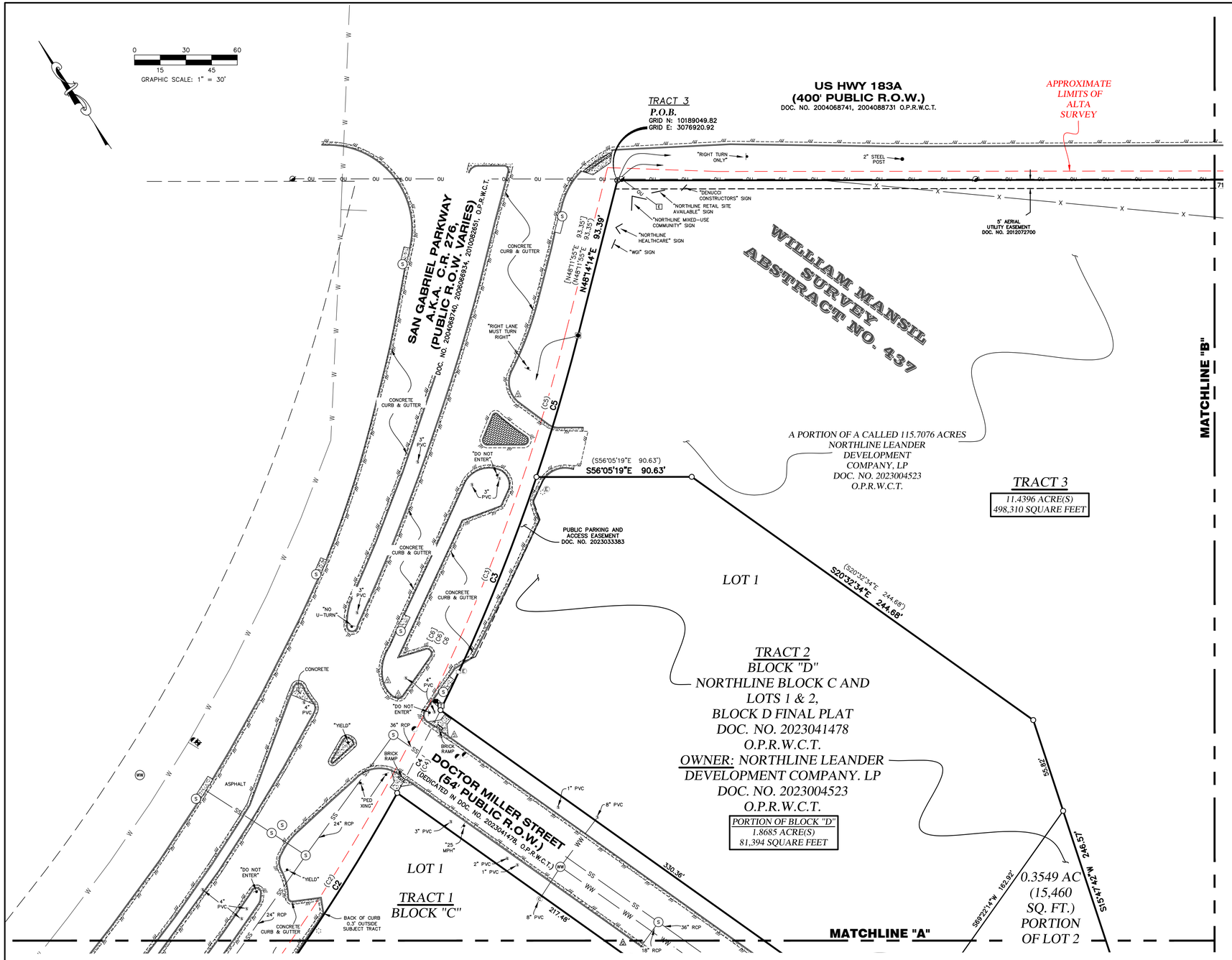
   A parking lot located between the right-of-way and a building along a corridor shall not be required to be fully screened from view of the corridor to a height of four (4) feet with a wall or berm.

VII. Off-Street Parking.

A. Off-street parking shall be provided at a rate of no less than 1 space per 250 square feet across the PUD area. This shall be calculated across the entire PUD area as opposed to by use.

VIII. Signage.

A. Two (2) multi-tenant pylon signs may be installed along 183A Toll Road.
B. Maximum square feet of sign display area for multi-tenant pylon sign along a Toll Road may be up to five-hundred (500) square feet.
C. Maximum square feet of sign display area for monument signs on an Arterial Road for developments 5 acres and greater may be three hundred fifty (350) square feet.
D. Maximum height for monument signs on an Arterial Road for developments five (5) acres and greater may be thirty (30) feet.
E. A Master Sign Plan may be approved by the Director of Planning for other areas of this PUD to provide additional allowances for wall signage for large scale tenants that are a minimum of twenty-thousand (20,000) square feet in size


GRAPHIC SCALE: 1" = 30'
0
30
60
15
45
TRACT 3
P.O.B.
GRID N: 10189049.82
GRID E: 3076920.92
US HWY 183A
(400' PUBLIC R.O.W.)
DOC. NO. 2004068741, 2004088731 O.P.R.W.C.T.
APPROXIMATE LIMITS OF ALTA SURVEY
SAN GABRIEL PARKWAY
A.K.A. C.R. 276,
(PUBLIC R.O.W. VARIES)
DOC. NO. 2004068740, 2008066934, 2010082851, O.P.R.W.C.T.
DOCTOR MILLER STREET
(54' PUBLIC R.O.W.)
(DEDICATED IN DOC. NO. 2023041478, O.P.R.W.C.T.)
WILLIAM MANSIL SURVEY
ABSTRACT NO. 437
MATCHLINE "B"
MATCHLINE "A"
"RIGHT TURN ONLY"
2" STEEL POST
"DENUCCI CONSTRUCTORS" SIGN
"NORTHLINE RETAIL SITE AVAILABLE" SIGN
"NORTHLINE MIXED-USE COMMUNITY" SIGN
"NORTHLINE HEALTHCARE" SIGN
"WGI" SIGN
5' AERIAL UTILITY EASEMENT
DOC. NO. 2012072700
CONCRETE CURB & GUTTER
"RIGHT LANE MUST TURN RIGHT"
"DO NOT ENTER"
"NO U-TURN"
"YIELD"
"PED XING"
BRICK RAMP
ASPHALT
BACK OF CURB 0.3' OUTSIDE SUBJECT TRACT
PUBLIC PARKING AND ACCESS EASEMENT
DOC. NO. 2023033383
[N48°11'55"E 93.35']
(N48°11'55"E 93.35')
N48°14'14"E 83.39'
(S56°05'19"E 90.63')
S56°05'19"E 90.63'
(S20°32'34"E 244.68')
S20°32'34"E 244.68'
208.55'
S24°47'51"W 246.57'
S68°22'14"W 162.92'
330.36'
217.48'
A PORTION OF A CALLED 115.7076 ACRES
NORTHLINE LEANDER DEVELOPMENT COMPANY, LP
DOC. NO. 2023004523
O.P.R.W.C.T.
TRACT 3
11.4396 ACRE(S)
498,310 SQUARE FEET
LOT 1
TRACT 2
BLOCK "D"
NORTHLINE BLOCK C AND LOTS 1 & 2,
BLOCK D FINAL PLAT
DOC. NO. 2023041478
O.P.R.W.C.T.
OWNER: NORTHLINE LEANDER DEVELOPMENT COMPANY. LP
DOC. NO. 2023004523
O.P.R.W.C.T.
PORTION OF BLOCK "D"
1.8685 ACRE(S)
81,394 SQUARE FEET
LOT 1
TRACT 1
BLOCK "C"
0.3549 AC
(15,460
SQ. FT.)
PORTION
OF LOT 2
C1
C2
C3
C4
C5
C6
C7
C8
C9
C10
C11
C12
C13
C14
C15
C16
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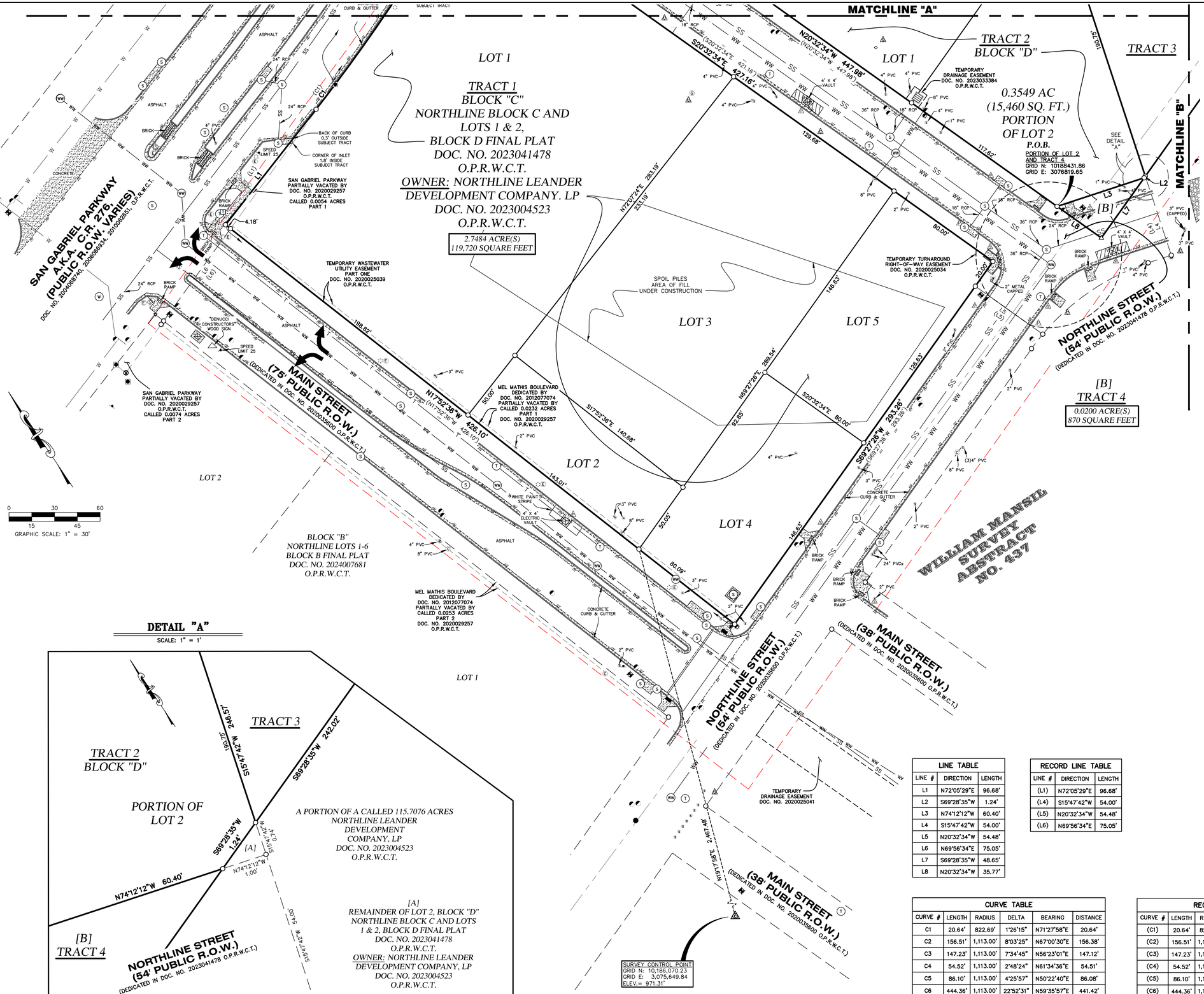

DETAIL "A"

SCALE: 1" = 1'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N72°05'29"E	96.68'
L2	S69°28'35"W	1.24'
L3	N74°12'12"W	60.40'
L4	S15°47'42"W	54.00'
L5	N20°32'34"W	54.48'
L6	N69°56'34"E	75.05'
L7	S69°28'35"W	48.65'
L8	N20°32'34"W	35.77'

RECORD LINE TABLE		
LINE #	DIRECTION	LENGTH
(L1)	N72°05'29"E	96.68'
(L4)	S15°47'42"W	54.00'
(L5)	N20°32'34"W	54.48'
(L6)	N69°56'34"E	75.05'

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
C1	20.64'	822.69'	1°26'15"	N71°27'58"E	20.64'
C2	156.51'	1,113.00'	8°03'25"	N67°00'30"E	156.38'
C3	147.23'	1,113.00'	7°34'45"	N56°23'01"E	147.12'
C4	54.52'	1,113.00'	2°48'24"	N61°34'36"E	54.51'
C5	86.10'	1,113.00'	4°25'57"	N50°22'40"E	86.08'
C6	444.36'	1,113.00'	22°52'31"	N59°35'57"E	441.42'
C7	71.29'	75.00'	54°27'44"	N83°17'33"W	68.64'

RECORD CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
(C1)	20.64'	822.69'	1°26'15"	N71°27'58"E	20.64'
(C2)	156.51'	1,113.00'	8°03'25"	N67°00'30"E	156.38'
(C3)	147.23'	1,113.00'	7°34'45"	N56°23'01"E	147.12'
(C4)	54.52'	1,113.00'	2°48'24"	N61°34'36"E	54.51'
(C5)	86.10'	1,113.00'	4°25'57"	N50°22'40"E	86.08'
(C6)	444.36'	1,113.00'	22°52'31"	N59°35'57"E	441.42'
[C6]	444.24'	1,113.00'	22°52'09"	N59°35'56"E	441.30'

TITLE COMMITMENT NOTES:
COMMITMENT FOR TITLE INSURANCE PREPARED BY: FIRST AMERICAN TITLE INSURANCE COMPANY
G.F. NO.: 202401883
EFFECTIVE DATE: JUNE 21, 2024
ISSUED: JULY 3, 2024

THE SURVEYOR HAS RELIED UPON THE REFERENCED COMMITMENT FOR TITLE REGARDING EASEMENTS, RESTRICTIONS, AND OTHER MATTERS AFFECTING THIS PROPERTY. NO ADDITIONAL RESEARCH WAS DONE FOR THE PURPOSE OF THIS SURVEY. ITEMS LISTED ARE WORDED ACCORDING TO THE COMMITMENT, FOLLOWED BY SURVEYOR'S NOTES AND/OR OBSERVATIONS SHOWN IN BRACKETS. [ ]

1) THE FOLLOWING RESTRICTIVE COVENANTS OF RECORD ITEMIZED BELOW:

DOCUMENT NO. 2016069577 OF THE OFFICIAL PUBLIC RECORDS; **[SUBJECT TO]**

DOCUMENT NO. 2021137384 OF THE OFFICIAL PUBLIC RECORDS; **[SUBJECT TO]**

DOCUMENT NO. 2022007152 OF THE OFFICIAL PUBLIC RECORDS; **[SUBJECT TO]**

DOCUMENT NO. 2023011433 OF THE OFFICIAL PUBLIC RECORDS; **[SUBJECT TO]**

DOCUMENT NO. 2023011474 OF THE OFFICIAL PUBLIC RECORDS; **[SUBJECT TO]**

DOCUMENT NO. 2023037818 OF THE OFFICIAL PUBLIC RECORDS; **[SUBJECT TO]** AND

DOCUMENT NO. 2023041478 OF THE OFFICIAL PUBLIC RECORDS, **[SUBJECT TO]**

ALL AS RECORDED IN WILLIAMSON COUNTY TEXAS.

10) THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS:

A. DRAINAGE EASEMENTS GRANTED TO WILLIAMSON COUNTY, TEXAS, BY INSTRUMENT DATED DECEMBER 15, 2005, RECORDED UNDER DOCUMENT NO. 2005010028 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND AS AFFECTED BY INSTRUMENT RECORDED UNDER DOCUMENT NO. 2012077075 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. **[DOES NOT AFFECT]**

B. TEMPORARY DRAINAGE EASEMENT GRANTED TO THE CITY OF LEANDER, TEXAS, BY INSTRUMENT DATED OCTOBER 25, 2007, RECORDED UNDER DOCUMENT NO. 2007090678 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. **[DOES NOT AFFECT]**

C. THE TERMS, CONDITIONS AND STIPULATIONS OF THAT CERTAIN DEVELOPMENT AND REIMBURSEMENT AGREEMENT DATED OCTOBER 6, 2011, RECORDED UNDER DOCUMENT NO. 2011086122 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. ADDENDUM TO AGREEMENT RECORDED UNDER DOCUMENT NO. 2012030293 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. AMENDED ADDENDUM TO DEVELOPMENT AND REIMBURSEMENT AGREEMENT FOR THE VILLAGE AT LEANDER STATION RECORDED UNDER DOCUMENT NO. 2014037224 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SECOND ADDENDUM TO THE DEVELOPMENT AND REIMBURSEMENT AGREEMENT FOR THE VILLAGE AT LEANDER STATION RECORDED UNDER DOCUMENT NO. 2016043754 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (ALL TRACTS) **[SUBJECT TO]**

D. THE TERMS, CONDITIONS AND STIPULATIONS OF THAT CERTAIN DEVELOPMENT AND REIMBURSEMENT AGREEMENT FOR RB 270 PARTNERSHIP DATED OCTOBER 6, 2011, RECORDED UNDER DOCUMENT NO. 2011086121 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND AMENDED UNDER DOCUMENT NOS. 2012030292, 2016010190 AND 2019039796 THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND BEING FURTHER AFFECTED BY ASSIGNMENTS RECORDED UNDER DOCUMENT NOS. 2019056977 AND 2022069980 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (ALL TRACTS) **[SUBJECT TO]**

E. TEMPORARY DRAINAGE EASEMENT GRANTED TO THE CITY OF LEANDER, TEXAS, BY INSTRUMENT DATED APRIL 17, 2012, RECORDED UNDER DOCUMENT NO. 2012097762 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. **[DOES NOT AFFECT – EXPIRED]**

F. TEMPORARY TURNAROUND RIGHT-OF-WAY EASEMENT GRANTED TO THE CITY OF LEANDER, BY INSTRUMENT DATED FEBRUARY 27, 2020, RECORDED UNDER DOCUMENT NO. 2020025034 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. **[SUBJECT TO – SHOWN ON SURVEY]**

G. TEMPORARY TURNAROUND RIGHT-OF-WAY EASEMENT GRANTED TO THE CITY OF LEANDER, BY INSTRUMENT DATED FEBRUARY 27, 2020, RECORDED UNDER DOCUMENT NO. 2020025035 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. **[DOES NOT AFFECT]**

H. TEMPORARY WATER QUALITY POND EASEMENT GRANTED TO THE CITY OF LEANDER, BY INSTRUMENT DATED FEBRUARY 27, 2020, RECORDED UNDER DOCUMENT NO. 2020025037 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. **[DOES NOT AFFECT]**

I. TEMPORARY WASTEWATER UTILITY EASEMENT GRANTED TO THE CITY OF LEANDER, BY INSTRUMENT DATED FEBRUARY 27, 2020, RECORDED UNDER DOCUMENT NO. 2020025039 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. **[SUBJECT TO – SHOWN ON SURVEY]**

J. TEMPORARY DRAINAGE EASEMENT GRANTED TO THE CITY OF LEANDER, BY INSTRUMENT DATED FEBRUARY 27, 2020, RECORDED UNDER DOCUMENT NO. 2020025041 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. **[DOES NOT AFFECT]**

K. TEMPORARY DRAINAGE EASEMENT GRANTED TO THE CITY OF LEANDER, BY INSTRUMENT DATED FEBRUARY 27, 2020, RECORDED UNDER DOCUMENT NO. 2020025046 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. **[DOES NOT AFFECT]**

L. LIENS SECURING ASSESSMENTS AND/OR CHARGES PAYABLE TO NORTHLINE PROPERTY OWNERS' MASTER ASSOCIATION AS SET OUT IN AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR NORTHLINE PROPERTY OWNERS MASTER ASSOCIATION RECORDED UNDER DOCUMENT NO. 2023011433 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (ALL TRACTS) **[SUBJECT TO]**

COMPANY INSURES THE INSURED AGAINST LOSS, IF ANY, SUSTAINED BY THE INSURED UNDER THE TERMS OF THE POLICY IF THIS ITEM IS NOT SUBORDINATE TO THE LIEN OF THE INSURED MORTGAGE. (LOAN POLICY ONLY) (FIRST LIEN PURCHASE MONEY AND/OR CONSTRUCTION LIEN)

M. TEMPORARY WASTEWATER UTILITY EASEMENT GRANTED TO THE CITY OF LEANDER, BY INSTRUMENT DATED FEBRUARY 27, 2020, RECORDED UNDER DOCUMENT NO. 2020025039 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (ALL TRACTS) **[SUBJECT TO – SHOWN ON SURVEY]**

N. THE TERMS, CONDITIONS AND STIPULATIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT FOR THE NORTHLINE PUD DATED JUNE 7, 2018, RECORDED UNDER DOCUMENT NO. 2018050888 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND RE–RECORDED UNDER DOCUMENT NO. 2018070935 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND BEING FURTHER AFFECTED BY ASSIGNMENTS RECORDED UNDER DOCUMENT NOS. 2019069935, 2019066936, 2022074891, 2022069967 AND 2023004524 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (ALL TRACTS) **[SUBJECT TO]**

O. THE RIGHTS OF UPPER BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT TO LEVY TAXES AND ISSUE BONDS. **[SUBJECT TO]**

P. SUBJECT TO ALL DEFINITIONS, EASEMENTS, COVENANTS, LIMITATIONS, CONDITIONS, RIGHTS, PRIVILEGES, OBLIGATIONS, LIABILITIES, AND ALL OTHER TERMS AND PROVISIONS OF THAT CERTAIN AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR NORTHLINE, RECORDED UNDER DOCUMENT NO. 2023011433 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (ALL TRACTS) **[SUBJECT TO]**

Q. SUBJECT TO ALL DEFINITIONS, EASEMENTS, COVENANTS, LIMITATIONS, CONDITIONS, RIGHTS, PRIVILEGES, OBLIGATIONS, LIABILITIES, AND ALL OTHER TERMS AND PROVISIONS OF THAT CERTAIN SECOND AMENDED AND RESTATED NORTHLINE DOWNTOWN DISTRICT SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, RECORDED UNDER DOCUMENT NO. 2023011474 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. **[SUBJECT TO]**

R. LIENS SECURING ASSESSMENTS AND/OR CHARGES PAYABLE TO THE NORTHLINE DOWNTOWN ASSOCIATION AS SET OUT IN SECOND AMENDED AND RESTATED NORTHLINE DOWNTOWN DISTRICT SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED UNDER DOCUMENT NO. 2023011474 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. **[SUBJECT TO]**

COMPANY INSURES THE INSURED AGAINST LOSS, IF ANY, SUSTAINED BY THE INSURED UNDER THE TERMS OF THE POLICY IF THIS ITEM IS NOT SUBORDINATE TO THE LIEN OF THE INSURED MORTGAGE. (LOAN POLICY ONLY)

ALTA/NSPS LAND TITLE SURVEY
City of Leander, Williamson County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
INFO@4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	7/23/2024
Project:	00508
Scale:	1" = 30'
Reviewer:	PRB
Tech:	EBD
Field Crew:	SV/
Survey Date:	MAY 2024
Sheet:	2 OF 4

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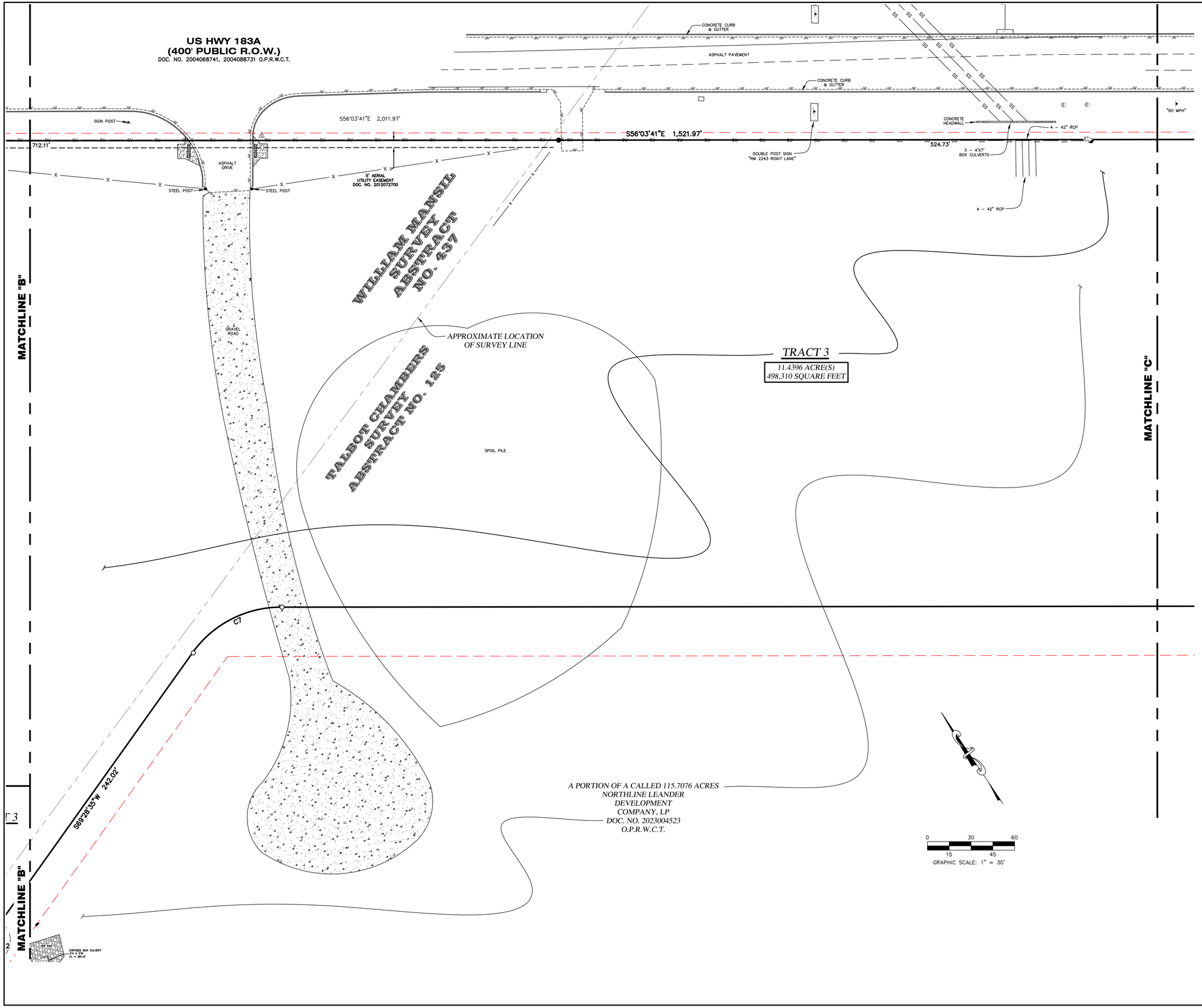

TITLE COMMITMENT NOTES (CONTINUED):

S. THE TERMS, CONDITIONS AND STIPULATIONS OF THE NORTHLINE PUD DEVELOPMENT AND REIMBURSEMENT AGREEMENT, AN UNRECORDED AGREEMENT, DATED AUGUST 28, 2018, AS AFFECTED BY DOCUMENT NO. 2021122114 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND AS FURTHER AFFECTED BY ASSIGNMENTS RECORDED UNDER DOCUMENT NOS. 2019056973, 2019107846 AND 2022069984 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. **[SUBJECT TO]**

T. PUBLIC PARKING AND ACCESS EASEMENT GRANTED TO THE CITY OF LEANDER, BY INSTRUMENT DATED APRIL 24, 2023, RECORDED UNDER DOCUMENT NO. 2023033383 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. **[SUBJECT TO – SHOWN ON SURVEY]**

U. TEMPORARY DRAINAGE EASEMENT GRANTED TO THE CITY OF LEANDER, BY INSTRUMENT DATED APRIL 24, 2023, RECORDED UNDER DOCUMENT NO. 2023033384 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. **[SUBJECT TO – SHOWN ON SURVEY]**

Y. AERIAL UTILITY EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC., BY INSTRUMENT DATED APRIL 31, 2012, RECORDED UNDER DOCUMENT NO. 2012072700 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (TRACT 3) **[SUBJECT TO – SHOWN ON SURVEY]**

ALTA/NSPS LAND TITLE SURVEY
City of Leander, Williamson County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
INFO@4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	7/23/2024
Project:	00508
Scale:	1" = 30'
Reviewer:	PRB
Tech:	EBD
Field Crew:	SV/
Survey Date:	MAY 2024
Sheet:	3 OF 4

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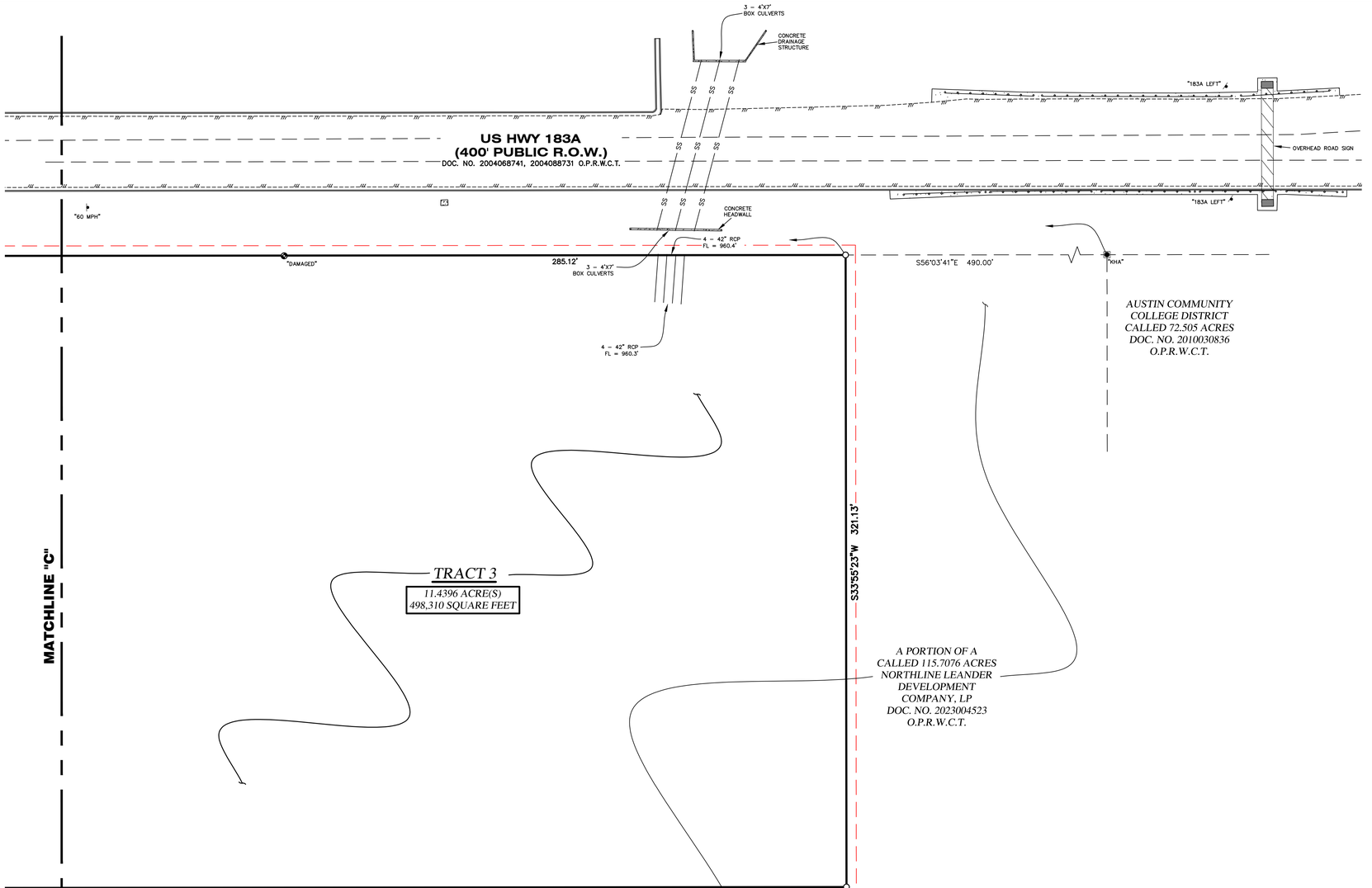

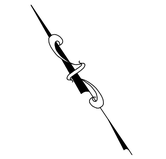

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GRAPHIC SCALE: 1" = 30'

ALTA/NSPS LAND TITLE SURVEY
City of Leander, Williamson County, Texas

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Sheet:	4 OF 4

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EXHIBIT “ ”

Talbot Chambers Survey, Abstract No. 125 &
William Mansil Survey Abstract No. 437

PO Box 90876
Austin, TX 78709
512.537.2384
jward@4wardls.com
www.4wardls.com

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 11.4432 ACRES (498,464 SQUARE FEET) OUT OF THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125 AND THE WILLIAM MANSIL SURVEY ABSTRACT NO. 437 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 47.5871 ACRES TRACT AND THE REMAINDER OF A CALLED 22.781 ACRES TRACT CONVEYED TO NORTHLINE LEANDER DEVELOPMENT COMPANY, LP IN DOCUMENT NO. 2023004523 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), SAID 11.4432 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a cotton gin spindle found being the intersection of the southwest right-of-way line of U.S. Highway 183A (400’ right-of-way) dedicated in Document No. 2004068741 and Document No. 2004088731 (O.P.R.W.C.T.) and the south right-of-way line of San Gabriel Parkway - County Road 276 (right-of-way varies) dedicated in Document No. 2004068740, Document No. 2006066934 and Document No. 2010082651, and being the northwest corner of said Northline Leander Development Company Tract, and being the north corner and **POINT OF BEGINNING** hereof;

THENCE, leaving the south right-of-way line of said San Gabriel Parkway, along the southwest right-of-way line of U.S. Highway 183A and the northeast line of said Northline Leander Development Company tract **S56°03’41”E**, passing at a distance of 712.11 feet a 1/2-inch iron rod found, passing at a distance of 1,236.84 feet a Texas Department of Transportation (TxDOT) Type II concrete monument found, in all a distance of **1,521.97** feet to a 1/2-inch iron rod with “4Ward-boundary” cap set for the east corner hereof;

THENCE, leaving the southwest right-of-way line of U.S. Highway 183A over and across said Northline Leander Development Company tract the following four (4) courses and distances:

1) **S33°55'23"W**, a distance of **321.13** feet to a 1/2-inch iron rod with “4Ward-Boundary” cap set for an angle point hereof,
2) **N56°03'41"W**, a distance of **1,000.58** feet to a 1/2-inch iron rod with “4Ward-Boundary” cap set for a point of curvature hereof,
3) Along the arc of a curve to the left, whose radius is **75.00** feet, whose arc length is **71.32** feet and whose chord bears **N83°18'07"W**, a distance of **68.66** feet to a 1/2-inch iron rod with “4Ward-Boundary” cap set for a point of tangency hereof,
4) **S69°27'26"W**, a distance of **242.79** feet to a 1/2-inch iron rod with “4Ward-Boundary” cap set for an angle point hereof, being in the north right-of-way line of Northline Street (54’ right-of-way, dedicated in Document No. 2023041478 (O.P.R.W.C.T.);

THENCE, leaving the north right-of-way line of Northline Street, in part with the east and north lines of Lot 1 and Lot 2, Block D, Northline Block C and Lots 1 & 2 Block D Final Plat, a subdivision recorded in Document No. 2023041478 (O.P.R.W.C.T.) the following three (3) courses and distances:

1) **N15°47'42"E**, passing at a distance of 196.95 feet a 1/2-inch iron rod with “4Ward-Boundary” cap set for the common east corner of said Lot 2 and said Lot 1 of Block D, in all a distance of **247.31** feet to a 1/2-inch iron rod with “4Ward-Boundary” cap set for an angle point hereof,

2) **N20°32'34"W**, a distance of **244.68** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for an angle point hereof,
3) **N56°05'19"W**, a distance of **90.63** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for an angle point hereof, being in the south right-of-way line of said San Gabriel Parkway - County Road 276, being the northeast corner of said Lot 1, Block D;

THENCE, leaving the north east line of said Lot 1, Block D, with the south right-of-way line of said San Gabriel Parkway - County Road 276 the following two (2) courses and distances:

1) Along the arc of a curve to the left, whose radius is **1,113.00** feet, whose arc length is **86.10** feet and whose chord bears **N50°22'40"E**, a distance of **86.08** feet to a 1/2-inch iron rod with "Baker Aiklen" cap set for a tangent point and angle point hereof, and
2) **N48°14'14"E**, a distance of **93.39** feet to the **POINT OF BEGINNING** hereof, containing 11.4432 Acres (498,464 Square Feet) more or less.

NOTE:

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203), all distances were adjusted to surface using a combined scale factor of 1.000138805545. See attached sketch (reference drawing: 00508_NORTHLINE BLOCKS C, D, K & H.dwg)

5/28/24

Steven M. Duarte, RPLS #5940
4Ward Land Surveying, LLC

EXHIBIT “ ”

Lot 2, Block D, Northline Block C and Lots 1 & 2 Block D Final Plat

PO Box 90876
Austin, TX 78709
512.537.2384
jward@4wardls.com
www.4wardls.com

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 0.3549 ACRES (15,460 SQUARE FEET) OUT OF THE WILLIAM MANSIL SURVEY ABSTRACT NO. 437 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 2, BLOCK D, NORTHLINE BLOCK C AND LOTS 1 & 2 BLOCK D FINAL PLAT, A SUBDIVISION RECORDED IN DOCUMENT NO. 2023041478 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), SAID LOT 2 CONVEYED TO NORTHLINE LEANDER DEVELOPMENT COMPANY, LP IN DOCUMENT NO. 2023004523 (O.P.R.W.C.T.), SAID 0.3549 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2-inch iron rod with “4Ward-Boundary” cap set for the intersection of the east right-of-way line of Doctor Miller Street (54’ right-of-way) and the north right-of-way line of Northline Street (54’ right-of-way), being the southwest corner of said Lot 2, and being the southwest corner and **POINT OF BEGINNING** hereof;

THENCE, leaving the north right-of-way line of said Northline Street, with the east right-of-way line of said Doctor Miller Street and the west line of said Lot 2, **N20°32’34”W**, a distance of **117.62** feet to a 1/2-inch iron rod with “4Ward-Boundary” cap set for the northwest corner hereof, being the common west corner of said Lot 2 and Lot 1 of said Northline Block C and Lots 1 & 2 Block D Final Plat;

THENCE, leaving the east right-of-way line of said Doctor Miller Street, with the common line of asid Lot 2 and said Lot 1, **N69°22’14”E**, a distance of **162.92** feet to a 1/2-inch iron rod with “4Ward-Boundary” cap set for the northeast corner hereof, being the common east corner of said Lot 2 and said Lot 1;

THENCE, leaving the south line of said Lot 1, with the east line of said Lot 2, **S15°47’42”W**, a distance of **190.75** feet to a 1/2-inch iron rod with “4Ward-Boundary” cap set for the southeast corner hereof, from which a 1/2-inch iron rod with “4Ward-Boundary” cap set for the southeast corner of said Lot 2, being the northeast corner of said Northline Street bears, S15°47’42”W, a distance of 0.74 feet;

THENCE, leaving the east line of said Lot 2, over and across said Lot 2, **S69°28’35”W**, a distance of **1.24** feet to a 1/2-inch iron rod with “4Ward-Boundary” cap set for an angle point in the south line hereof, being in the south line of said Lot 2 and the north right-of-way line of said Northline Street;

THENCE, with the south line of said Lot 2 and the north right-of-way line of said Northline Street, **N74°12’12”W**, a distance of **60.40** feet to the **POINT OF BEGINNING** hereof, containing 0.3549 Acres (15,460 Square Feet) more or less.

NOTE:

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203), all distances were adjusted to surface using a combined scale factor of 1.000138805545. See attached sketch (reference drawing: 00508_NORTHLINE BLOCKS C, D, K & H.dwg)

7/18/24

Steven M. Duarte, RPLS #5940
4Ward Land Surveying, LLC

STATE OF TEXAS
REGISTERED
STEVEN M. DUARTE
5940
PROFESSIONAL
LAND SURVEYOR

EXHIBIT “ ”

Northline Street (54’ Public Right-of-Way)

PO Box 90876
Austin, TX 78709
512.537.2384
jward@4wardls.com
www.4wardls.com

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 0.0200 ACRES (870 SQUARE FEET) OUT OF THE WILLIAM MANSIL SURVEY ABSTRACT NO. 437 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF NORTHLINE STREET (54’ PUBLIC RIGHT-OF-WAY), A PUBLIC RIGHT-OF-WAY IN THE CITY OF LEANDER, TEXAS DEDICATED IN DOCUMENT NO. 2023041478 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), SAID 0.0200 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2-inch iron rod with “4Ward-Boundary” cap set for the intersection of the east right-of-way line of Doctor Miller Street (54’ right-of-way) and the north right-of-way line of Northline Street (54’ right-of-way), being the southwest corner of said Lot 2, and being the southwest corner and **POINT OF BEGINNING** hereof;

THENCE, leaving the east right-of-way line of said Doctor Miller Street, with the north right-of-way line of said Northline Street and the south line of Lot 2, Block D, Northline Block C and Lots 1 & 2, Block D Final Plat, a subdivision recorded in Document No. 2023041478 (O.P.R.W.C.T.), **S74°14’12”E**, a distance of **60.40** feet to a 1/2-inch iron rod with “4Ward-Boundary” cap set for the east corner hereof;

THENCE, leaving the south line of said Lot 2, over and across said Northline Street the following two (2) courses and distances:

1) **S69°28’35”W**, a distance of **48.65** feet to a calculated point for the south corner hereof,
2) **N20°32’34”W**, a distance of **35.77** feet to the **POINT OF BEGINNING** hereof, containing 0.0200 Acres (870 Square Feet) more or less.

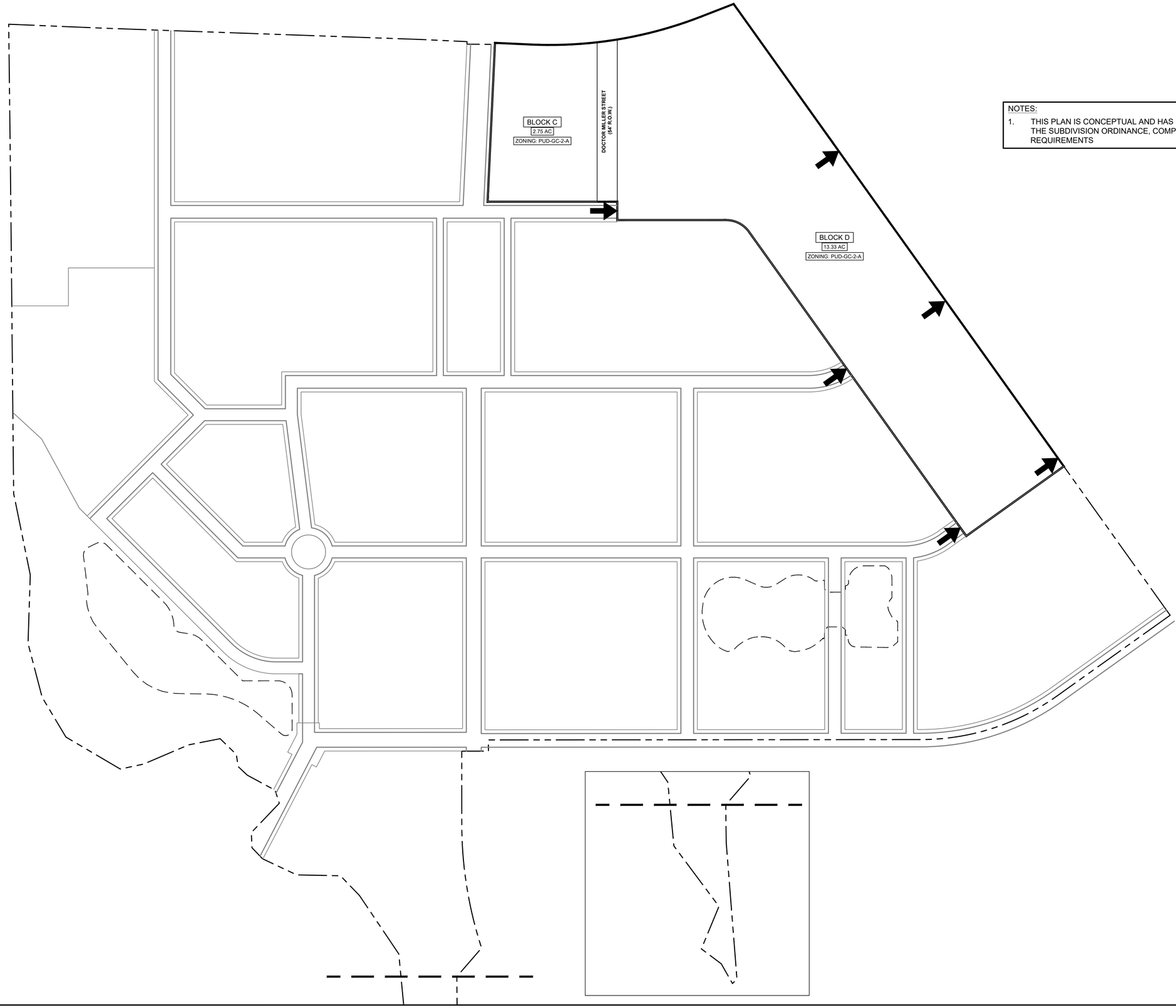
NOTE:

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203), all distances were adjusted to surface using a combined scale factor of 1.000138805545. See attached sketch (reference drawing: 00508_NORTHLINE BLOCKS C, D, K & H.dwg)

7/23/24

Steven M. Duarte, RPLS #5940
4Ward Land Surveying, LLC

Plotted By:Landry, Justin Date:August 20, 2024 12:24:49pm File Path:K:\AUS_Civil\069298102-Northline Master Subdivision\Cad\Plan Sheets - Concept Plan\C - Concept Plan.dwg
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



N
W
E
S

0 120' 240'
GRAPHIC SCALE 1"=120'

NOTES:
1. THIS PLAN IS CONCEPTUAL AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH THE SUBDIVISION ORDINANCE, COMPOSITE ZONING ORDINANCE, OR TOD ORDINANCE REQUIREMENTS

LEGEND

- EXISTING PROPERTY LINE
- EASEMENT
- PROPOSED THOROUGHFARE (R.O.W.)
- FLOW LINE
- SIDEWALK
- PROPOSED SECONDARY TRAIL
- 100 YEAR FLOODPLAIN PROPOSED (POST FEMA MAP REVISION)
- 100 YEAR FLOODPLAIN EXISTING
- XXX CONTOUR (GRADE) ELEVATION 1'-0" INCREMENT
- PROPOSED INTERSECTION AT EXISTING STREET

*NOTE:FINAL ACREAGE SUBJECT TO CHANGE PENDING COORDINATION WITH APPROVED STREET SECTIONS

No.	REVISIONS	DATE	BY

Kimley»Horn
10814 JOLLYVILLE ROAD AVALLON IV SUITE 200 AUSTIN, TX 78759
PHONE: 512-418-1771 FAX: 512-418-1791
WWW.KIMLEY-HORN.COM
TEXAS REGISTERED ENGINEERING FIRM F-928
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Bradley Wilkins

BRADLEY M. WILKINS
141652
LICENSED
PROFESSIONAL ENGINEER

08/20/2024

KHA PROJECT	21-SD-040
DATE	AUGUST 2024
SCALE:	AS SHOWN
DESIGNED BY:	BMW
DRAWN BY:	JML
CHECKED BY:	BMW

EXHIBIT C
CONCEPTUAL SITE LAYOUT AND LAND USE PLAN

ENDEAVOR NORTHLINE
RETAIL PHASE 1
CITY OF LEANDER
WILLIAMSON COUNTY, TEXAS

CP-24-0038

Date: August 14, 2024

To: Robin Griffin, City of Leander Executive Director of Development Services

From: Endeavor Real Estate Group

Subject: Northline Retail PUD Letter of Intent

Dear Ms. Griffin:

Endeavor Real Estate Group is seeking a rezone of approximately 16.08 acres of the existing Northline PUD to a PUD with a base zoning district selected from the Leander Composite Zoning Ordinance of GC-2-A per Staff's recommendation. This rezone will facilitate a market viable large-scale retail development along San Gabriel Parkway and 183A adjacent to the Northline PUD.

The Northline Retail PUD area is intended to provide retail and commercial services to the surrounding area, creating valuable amenities for Leander in the near term. The proposed modifications from the GC-2-A base zoning district will help enable development of a viable and financially feasible project.

The following items are proposed modifications from the GC-2-A base zoning district:

- Streets and roadways within the PUD shall be private.
- Perimeter length restrictions shall be met through private drives.
- Specific uses are prohibited per Staff's recommendation.
- Setbacks along Main Street, Doctor Miller Street, U.S. Hwy 183A and San Gabriel Parkway are amended.
- Landscape requirements installed between front property lines and the buildings have been reduced rather than be non-applicable and landscape requirements within Block C have been amended.
- Parking lots between right-of-way and buildings along a corridor shall not be required to be fully screened and shall abide by other landscape requirements.
- Parking to be required at a rate of no less than 1:250 square feet across the PUD area.
- Two pylon signs may be installed along 183A.
- Maximum square footage of sign display area for multi-tenant pylon signs along a toll road may be up to 500'.
- Maximum square footage of sign display area for monument signs along an arterial road for developments 5 acres and greater may be 350'.

We look forward to further coordination and to working with you on the approval of this proposed Northline Retail PUD. Thank you in advance for your time in reviewing and for our ongoing coordination.

Best,

Charles Northington
Managing Principal
Endeavor Real Estate Group

Buck Cody
Managing Principal
Endeavor Real Estate Group

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY CREATING THE NORTHLINE RETAIL PUD (PLANNED UNIT DEVELOPMENT) WITH THE BASE ZONING DISTRICT OF GC-2-A GENERAL COMMERCIAL; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

SECTION 3. Applicability. This ordinance applies to the following parcel of land, which is herein referred to as the "Property". That certain parcel of land being including 16.0602 acres ±; being more particularly described in Exhibit "B"; located southwest of the intersection of East San Gabriel Parkway and 183A Toll Road; identified by Williamson Central Appraisal District tax identification numbers R517094, R031604, R646992, R646986, R646987, R646988, R646989, and R646990; more particularly described in Instrument Number 2023004523; recorded in the Official Public Records of Williamson County, Texas.

SECTION 4. Property Rezoned. The Zoning Ordinance is hereby amended by creating the Northline Retail (Planned Unit Development) with the base zoning district of GC-2-A General Commercial. The PUD shall be developed and occupied in accordance with this Ordinance, the PUD plan attached as Exhibits "A", "B", and "C" which are hereby adopted and incorporated herein for all purposes, and the Composite Zoning Ordinance to the extent not amended by this

Ordinance. In the event of a conflict between the Composite Zoning Ordinance and the requirements for the Property set forth in this Ordinance, this Ordinance shall control.

SECTION 5. Recording Zoning Change. The City Council directs the Planning Department to record this zoning classification on the City's official zoning map with the official notation as prescribed by the City's zoning ordinance.

SECTION 6. Severability. Should any section or part of this ordinance be held unconstitutional, illegal, or invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this ordinance are declared to be severable.

SECTION 7. Open Meetings. That it is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapt. 551, Loc. Gov't. Code.

PASSED AND APPROVED on First Reading this the 19th day of September, 2024.
FINALLY PASSED AND APPROVED on this the 3rd day of October, 2024.

ATTEST: **THE CITY OF LEANDER, TEXAS:**

_____ _____

Dara Crabtree, City Secretary Christine DeLisle, Mayor

MINUTES
PLANNING & ZONING COMMISSION MEETING
CITY OF LEANDER, TEXAS

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, September 12, 2024
Regular Meeting at 6:00 PM

Place 1 – Donnie Mahan	**Place 5 – James Oliver, Vice Chair**
Place 2 – John Cosgrove	**Place 6 –Laura Lantrip, Chair**
Place 3 – Ron May	**Place 7 –Scott Calame**
Place 4 – Deirdre Moss	**Staff Liaison – Robin Griffin**

REGULAR MEETING

1. Call to Order.
   Meeting was called to order at 6:04 p.m.

2. Roll Call.
   All present except Commissioner Mahan, Commissioner Cosgrove, and Commissioner Moss.

3. Director's report to the Planning & Zoning Commission on action taken by City Council on the September 5, 2024 meeting.

4. Review of meeting protocol.

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

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

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

CONSENT AGENDA: ACTION

Motion to approve Consent Agenda Item # 6.

By: Board Member May
Seconded: Board Member Oliver

Vote: 4 - 0 None

6. Approval of the minutes for meetings held on August 22, 2024 Planning & Zoning meeting and September 5, 2024 Joint Workshop.

PUBLIC HEARING: ACTION

7. Conduct a Public Hearing and consider action regarding Zoning Case Z-24-0123 to amend the Northline Planned Unit Development on several parcels of land approximately 115.7076 acres ± in size, out of the William Mancil Survey, Abstract No. 437, the Talbot Chambers Survey, Abstract No. 125; and generally located south of East San Gabriel Parkway and approximately 200 feet east of US 183, Leander, Williamson County, Texas. ***[Postponed by Applicant]***

8. Conduct a Public Hearing and consider action regarding Zoning Case Z-24-0127 to amend the current zoning of Northline Planned Unit Development to adopt the Northline Retail Planned Unit Development with base zoning district of GC-2-A (General Commercial) on eight (8) parcels of land approximately 16.0602 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R517094, R031604, R646992, R646986, R646987, R646988, R646989, and R646990; and generally located southwest of the intersection of East San Gabriel Parkway and 183A Toll Road, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-24-0127 as described above.

No one spoke in favor of the request. Marshall Hines, 1801 Montana Court, Leander, TX 78641, submitted via website opposition to the request.

Motion to approve Zoning Case Z-24-0127 contingent on the approval of the Comprehensive Plan Amendment.

By: Board Member Calame
Seconded: Board Member Oliver

Vote: 4 - 0 None

9. Conduct a Public Hearing regarding Ordinance Case OR-24-0017 to amend the Subdivision Ordinance to adopt updates to the Parkland Dedication, Park Improvement, and Parkland Fee-in-Lieu regulations and requirements, and to provide for related matters; Williamson & Travis Counties, Texas. Applicant: City of Leander.

- Discuss and consider action regarding Ordinance Case OR-24-0017 as described above.

Motion to approve Ordinance Case OR-24-0017.

By: Board Member Lantrip
Seconded: Board Member Calame

Vote: 4 - 0 None

REGULAR AGENDA

10. Adjournment
Meeting adjourned at 6:51 p.m.

APPROVED

CHAIR

ATTEST:

STAFF LIAISON

Veronica Tovar

Subject: RE: Online Form Submission #3608 for Public Comments Request

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Thursday, September 12, 2024 1:04 PM
To: Dara Crabtree <dcrabtree@leandertx.gov>; Debora Penberg <dpenberg@leandertx.gov>; Stefanie Brown <sbrown@leandertx.gov>
Subject: Online Form Submission #3608 for Public Comments Request

Caution: This is an external email. DO NOT access links or attachments unless you know the sender and contents are safe. When in doubt, please notify IT Department staff.

Public Comments Request

Individuals who want to comment at the next regular meeting of the City Council or the Planning and Zoning Commission (P&Z) may complete the following request form. See Agendas and Minutes for a list of upcoming meetings.

Comments on agenda items:

- This form only applies to regular Council/P&Z meetings. It does not apply to special meetings, workshops, or other board or commission meetings.
- Comments must pertain to items that appear on the current posted Council/P&Z meeting agendas.
- Written comments will be included in the meeting record.
- Spoken comments will be limited to no more than three minutes (six minutes if translation is needed) per individual.
- This form must be submitted no later than noon on the Wednesday before the posted meeting start time.

Comments on non-agenda items:

Public comments on items not listed in the agenda will be limited to no more than 3 minutes (6 minutes if translation is needed) per individual.

This form must be submitted no later than noon on the Wednesday prior to the posted meeting start time.

(Section Break)

First Name	Marshall
Last Name	Hines
Do you live within Leander city limits?	Yes
Home Address	1801 Montana Court
City	Leander
State	TX
Zip Code	78641
Phone Number	5128699483
My comments apply to the following regular meeting:	Planning and Zoning Commission

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

Please see Agendas and Minutes for a list of upcoming meeting dates, times, and agendas.

My comments apply to the following meeting date:	9/12/2024
My agenda item or case number:	Z-24-0127
My position on the above agenda item or case number:	I am AGAINST this item.

I want to include comments at the meeting:	Yes. But I only want my written comments added to the meeting record.
My written comments	Sadly, I am unable to attend this meeting, to voice my position in person but I am writing to voice my strong opposition to item number nine on tonight's agenda, the creation of a new PUD to supplant a portion of land which is currently controlled under the Northline PUD. This PUD will be pitched, I believe, as a simple adjustment to provide a similar collection of development opportunities that Northline would provide under its existing PUD. This is demonstrably false. This new PUD effectively removes everything that made Northline special – namely creating an urban downtown in Leander centered around a transit station – and replacing it with a suburban strip center focused on auto-oriented traffic with a primary focus on the toll road. Eventually, the TIRZ board will review whether or not it's appropriate to consider reimbursement of infrastructure under Endeavour's new plan – I have a hard time understanding why allowing for auto-oriented infrastructure should be reimbursed from the TIRZ that was setup to cover infrastructure costs for an urban downtown makes sense. Alas, I digress, as that isn't really the subject of your case tonight. Ultimately the question before you is whether or not this PUD request comports with the Comprehensive Plan the city has adopted. And I think its quite plain that it doesn't. This area is squarely within the Future Land Use Category "Leander Central". It is described in the adopted 2020 Comprehensive Plan as below: The Leander Central future land use category encompasses the City's future urban center, in close proximity to Leander Station. This area is envisioned to be a very walkable area which encourages a "sense of place" and should represent the most dense, urban form Leander will have. This is a highly activated area with first floor storefronts, employment, dense residential, and entertainment. Land uses are less distinguishable and less regulated in the urban environment, where the focus is more on form than function. Important characteristics in the central location are building relationship with the street and pedestrian movement, signage, street design, and public gathering places.

This area is envisioned to be developed with an urban character, meaning development requires on-street or structured parking and an emphasis on pedestrian walkability. Vehicular circulation occurs along a grid-based network of complete streets with short blocks and focus on the safety and efficient distribution of vehicles, bikes, and pedestrians.

What you see presented by Endeavour is arguably the antithesis of the intent of this Land Use Category. It is effectively a series of strip commercial buildings and pad sites in a sea of parking. These will not be walkable. They will destroy the intended urban grid laid out in the initial Northline street grid, creating yet another characterless commercial space that looks like every other characterless commercial space up and down every highway in Texas.

I encourage you to think seriously about whether or not recommending approval of this case would simply be an action whose interest is primarily about speeding up development. And would that speed come at the expense of quality? I believe so. Do we want to be a place devoid of something special because we want to say we built something quickly?

Thank you for your consideration,
Marshall Hines

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

Email not displaying correctly? View it in your browser.

AGENDA ITEM # 38

EXECUTIVE SUMMARY
9/19/2024

AGENDA SUBJECT:
Conduct a Public Hearing regarding Ordinance Case OR-24-0017 to amend the Subdivision Ordinance to adopt updates to the Parkland Dedication, Park Improvement, and Parkland Fee-in-Lieu regulations and requirements, and to provide for related matters; Williamson & Travis Counties, Texas.

- Discuss and consider action regarding Ordinance Case OR-24-0017 as described above.

BACKGROUND:
This request is the second step in the ordinance process. The Parkland Dedication Ordinance was last revised on October 20, 2011. Since that time, the City of Leander has seen significant growth as well as a substantial increase in land values and in park amenities construction costs.

The purpose of this amendment is to adjust the requirements to create an ordinance that addresses current land values, provides documentation for the calculation of the fee in lieu of land dedication, and to take into consideration an adjustment for park improvement fees. This amendment was presented to the Commission and Council earlier this year.

During the preparation of the amendment, the HBA provided additional feedback regarding the fee calculation. The case was withdrawn in April to allow staff more time to work with the HBA on an adjustment to the calculation. The changes that were made since the last meeting are highlighted in yellow. The major updates include changes to the fee calculation for the parkland dedication. The update includes calculating the fee in lieu based on a three (3)- year average calculation of the land values by county, including a formula that considers population, residents per unit, developed park acres, and total appraised value of single-family units.

HISTORY/TIMELINE:
10/20/2011 – Ordinance Update to Increase Fees
04/06/2023 – Home Builders Association (HBA) Meeting
06/13/2023 – Parks and Recreation Board Meeting
07/20/2023 – City Council Workshop
09/01/2023 – City Council Sub-Committee Meeting
12/07/2023 – City Council Workshop
12/12/2023 – Parks and Recreation Board Meeting
01/11/2024 – City Council Sub-Committee Meeting
02/08/2024 – Home Builders Association (HBA) Meeting
02/13/2024 – Parks and Recreation Board Meeting
03/14/2024 – Planning & Zoning Commission Workshop
03/28/2024 – Planning & Zoning Commission, 1st Public Hearing
04/04/2024 – City Council, 2nd Public Hearing, Withdrawn by applicant

08/19/2024 – City Council Sub-Committee Meeting
09/12/2024 – Planning & Zoning Commission, 1st Public Hearing

APPLICANT/AGENT:
City of Leander

RECOMMENDATION:
Staff recommends approval of the ordinance amendments. The Planning & Zoning Commission unanimously recommended approval of the request during the September 12, 2024 meeting.

PRESENTER:
Mark Tummons, Parks & Recreation Director

Fiscal Impact

Attachments:

1. OR-24-0017 Att 1 Redline Ordinance
2. OR-24-0017 Att 2 Subdivision Ordinance - Parkland
3. OR-24-0017 Att 3 Park Zones Map
4. OR-24-0017 Att 4 Parkland Dedication City Council Powerpoint 9.19.24
5. OR-24-0017 - Att 5 9-12-2024 P & Z Minutes

ARTICLE I, SECTION 1 - DEFINITIONS

Detention Ponds means a type of infrastructure designed to manage and control stormwater runoff.

Drainage Ditch means a manmade water conveyance channel for the purpose of draining water away from lands.

Greenway means a recreational experience within a corridor of land recognized for its ability to connect people and places together. These ribbons of open space are located within linear corridors that are either natural, such as rivers and streams or manmade, such as abandoned railbeds or utility corridors.

Park Improvements means Recreational facilities and buildings for public use that are enjoyable, safe and accessible offering an essential quality of life. Generally, are those that have been planned, designed, constructed and maintained by experts and professionals.
Fair Market Value - is an assessment of the price an asset could sell for based on several conditions. Essentially it should represent an accurate evaluation or assessment of its worth in contrast to its purchased or current price.

Parkland means land consisting of trees and open space that is suitable for and/or designated as a park for public use and may contain recreation amenities.

Parkland Dedication means a local government requirement imposed on subdivision and site plan applications mandating the dedication of land for a park and/or the payment of a fee to be used by the governmental entity to acquire land and/or develop park facilities.

Parkland Fee-in-lieu means a formula that the local government develops to assess a fee if a developer is unwilling or not able to provide sufficient acreage and types of parkland for public benefit.

Private Parks means privately owned outdoor recreational premises, available for use by specific residents of a community. Typically, the private park is owned and maintained by a Homeowners Association (HOA) or a similar private management group.

Public Park means an area of land typically owned, designated and maintained by governmental authority for the recreational enjoyment of all residents. Parks may or may not have recreational facilities to be so designated.

Trails means a recreational experience marked by a corridor, path, route or travel way established through physical construction or repeated use and is passable by at least one or

more of the following, but not limited to: foot traffic, bicycles, wheelchairs, skating, skiing, motorized off-road vehicular activities and even aquatic or water activities. Trail surface or foundation can come in a variety of mediums from natural surface to hard paved surface.

Utility Easement means a legal agreement between a property owner and utility company that gives the utility company the right to use a designated parcel of land to access for the purpose of installing and maintaining utilities on private property for the good of the community.

ARTICLE IV, SECTION 61

SECTION 61. ~~PARK LAND~~PARKLAND DEDICATION AND PARK IMPROVEMENTS.

Park ~~L~~land Dedication and Park Improvements Required: The park fee-in-lieu and park development fee is determined to be in the best interest of the residents of the city by advancing public health, safety and welfare in a fair, reasonable and uniform method of financing that does not impose an unfair burden on new or existing developments. The requirements constitute the impact of new dwelling units (DUs) on the park and recreation system and ensure that they bear their proportionate share of the cost of providing parks and recreation related facilities to meet the needs created by respective development.

As such, the parkland fees are additional and supplemental to, and not in substitution of, ~~on-site open space requirements required by~~ the City's Code of Ordinances, specific plans, or any other planning document. The dedication requirement is restricted to the acquisition and improvement of parks and facilities and cannot be used for maintaining or operations of the park system. Therefore, ~~A~~a~~Park Land Dedication and Park Improvements Required: A~~ developer of any subdivision subject to this ordinance or a site development permit subject to the Composite Zoning Ordinance which includes residential lots, building sites, or multi-family~~multifamily~~ residential site development within the City limits or the City's extra-territorial~~extraterritorial~~ jurisdiction, that adds any residential units to any subdivision or multi-family~~multifamily~~ residential site development, shall prepare a park plan to provide for sufficient and suitable ~~park land~~parkland and park improvements for the purpose of public recreation in accordance with the following provisions:

(a) ~~(a)~~ **Park Plan Approval Process**: ~~.~~ A residential developer shall prepare a park plan in conformance with the requirements of this Section and obtain approvals from the ~~Appropriate Reviewing Authorities~~ City as follows:

(1) ~~(1) If the developer does not propose multi-family~~multifamily ~~development, and the developer is required to submit a subdivision application other than a Short Form Plat as required by this Ordinance, the developer is required to obtain approval of a park plan in compliance with this Section by the City Council in conjunction with consideration of the~~

~~Concept Plan application.~~A Developer is required to submit a subdivision application as required by this Ordinance, if the development is not proposing multi-family or use of a Short Form Plat is not needed. The developer is required to obtain approval of a park plan in compliance with this Section by the City Council in conjunction with consideration of the Concept Plan application.

(2) ~~(2)~~ If the developer does not propose multi-family~~multifamily~~ development, and the developer is required to submit a subdivision as required by this Ordinance that is permitted to be filed as a Short Form Plat application, the developer is required to obtain approval of a park plan in compliance with this Section by the Planning and Zoning Commission in conjunction with consideration of the Short Form Plat application. However, approval of any public ~~park land~~parkland dedication other than land identified on the ~~*City Parks, Recreation & Open Space Master Plan*~~*Leander Parks, Public Spaces, and Recreation Comprehensive Plan* is required to be approved by the City Council.

(3) ~~(3)~~ If the developer proposes multi-family~~multifamily~~ development, the developer is required to obtain approval of a park plan in compliance with this Section by the Director of Parks and Recreation in conjunction with consideration of a Site Development Permit application. However, approval of any public ~~park land~~parkland dedication other than land identified on the ~~*City Parks, Recreation & Open Space Master Plan*~~ *Leander Parks, Public Spaces, and Recreation Comprehensive Plan* is required to be approved by the City Council.

(b) ~~(b) **Public Park Land Dedication or**~~ **Payment of Fee In-Lieu Required and/or Public Parkland Dedication**~~.~~

(1) ~~(1)~~ Formula for Calculating Area of ~~Park Land~~Parkland: The acreage of ~~park land~~parkland to be contributed by a developer prior to Final Plat or Short Form Plat approval of any single-family or two-family residential subdivision, or prior to site development permit approval for multi-family~~multifamily~~ residential development, shall be equal to ~~three and one-half (3.50)~~seven and one half (7.5) acres for each ~~additional~~ one hundred (100) dwelling units projected to occupy the fully developed subdivision or development. A ~~"~~"dwelling unit",~~"~~ when used in this section, shall mean each individual residence, including each individual residential unit in a multi-family~~multifamily~~ residential structure or manufactured home park, designed or intended for habitation by a single family.

~~Payment of Fee In-Lieu of Park Land~~Parkland Dedication: In general, the Appropriate Reviewing Authorities shall favor the payment of a fee in-lieu of parkland dedication ~~dedication of park land over the payment of a fee in-lieu of park land dedication~~ over the dedication of parkland for single family and two family subdivisions ~~except for~~including Short Form Plats and multi-family development unless such Plat or multi-family development contains land identified as ~~park land~~parkland in the ~~*City Parks, Recreation & Open Space Master Plan*~~ *Leander Parks, Public Spaces, and Recreation Comprehensive*

Plan. ~~However, the Appropriate Reviewing Authority may require a developer to pay a fee in-lieu of park land dedication in accordance with the following:~~

~~If the amount of park land required to be dedicated is less than three (3) acres, the Appropriate Reviewing Authority may require a fee in lieu of land dedication.~~

~~Such fee shall be in the amount of $1,050 per dwelling unit.~~

(2) ~~The developer shall pay the in-lieu fee to the City prior to approval of the Final Plat, Short Form Plat, or, in the case of multi-family development, prior to site development permit approval.~~The Fee In-lieu will be determined based on the following:

~~Developer to obtain a Texas Appraiser Licensing & Certification Board (TALCB) approved Certified General Appraiser in good standing with the National Registries list of certified and licensed appraisers to appraise the property.~~

~~Calculation:~~

~~Per acre market value of land /~~
~~current City level of service (DU's/acre)~~
~~X the number of DU's in the development = fee-in-lieu~~

~~The amount of such payment shall be based upon the market value of the property within the subdivision in its entirety as fully developed, with all attendant infrastructure, in accordance with land uses approved for the subdivision. Land price reflects the fair market value at the time it is platted, not when it was purchased.~~

(i) The fair market value of a real, residential, single-family property unit, for the purposes of calculating a fee in lieu of parkland dedication, shall be derived from prior certified tax years by an appraisal district authorized to assign value to tracts of land within the municipal jurisdiction of the proposed property.

(ii) Calculation: The fee in-lieu shall be a three-year average of the calculation of values which include city population, residents per unit, developed park acres, total single-family residential units, and total appraised value of single-family residential units.

Sample formula for Year One of Three:

P = Population

R = Residents per unit

D = Developed park acres

T = Total single-family residential units

A = Total appraised value of single-family residential units

Year One Fee In-Lieu = (1/((P/R)/D))*((T/A)*0.25)

The Fee In-Lieu for 2025, 2026, and 2027 shall be $1,676.60 for residential units in

Williamson County and $2,355.13 for residential units in Travis County.

(iii) The developer shall pay the in-lieu fee to the City prior to approval of the Final Plat, Short Form Plat, or, in the case of multi-family development, prior to site development permit approval.

~~In determining the average fair market per acre value of the total land included in the proposed residential development, the City Council in their judgement may determine because of changed conditions, the appraised value of the land being developed requires further analysis, shall obtain a second appraisal paid for by the city.~~

(3) Geographic Nexus: Fees must serve the district area in which the development is located. However, fees may be used within an adjacent service area if the project is a neighborhood park and within ½ mile of the service area where the fees were collected; a community park if 1½ miles of the service area where the fees were collected; or a regional park if within 3 miles of the service area where the fees were collected. (see Parkland Dedication Service Districts Map).

(4) ~~(2)~~ Standards for Dedication of ~~Park Land~~Parkland: The land dedicated by a developer to meet the requirements of this section shall be suitable for public parks and recreation activities and shall comply with ~~the *City Parks, Recreation & Open Space Master Plan*~~ *Leander Parks, Public Spaces, and Recreation Comprehensive Plan*~~, and shall comply~~ with the following standards:

(i) ~~(i)~~ The dedicated land shall form a single parcel or tract of land ~~least three (3) acres in size~~ with acreage based upon the number of dwelling units proposed (7.5 acres/per 100 DU's) unless the City ~~Appropriate Reviewing Authorities~~ determines that more than one (1) tract or ~~a~~ smaller tracts~~tract~~ would be in the best public interest.

(ii) ~~(ii)~~ The developer shall provide public access to ~~park land~~parkland by providing at least ~~fifty percent (50%)~~ twenty-five percent (25%) of the perimeter boundary of the park with street frontage, or as determined to be satisfactory by the City ~~Appropriate Reviewing Authorities~~. At the time the land abutting the delineated areas is developed, the developer of such abutting land shall dedicate and construct streets along all abutting street frontage and shall provide water and wastewater utilities to the boundary of one (1) side of the delineated area to meet minimum requirements of this Ordinance.

(iii) ~~(iii)~~ The developer shall dedicate ~~park land~~parkland ~~reasonably located near the geographic center of the development,~~ ~~reasonably~~ located within convenient distance from the majority of the residents to be served or within an area identified on the ~~*City Parks, Recreation & Open Space Master Plan*~~ *Leander Parks, Public Spaces, and Recreation Comprehensive Plan*, and adaptable for use as a public park

and recreation facility. However, the City ~~Appropriate Reviewing Authorities~~ may require ~~park land~~parkland to be located at the edge of a development so that additional land may be added at such time as adjacent land is developed or acquired for public use in accordance with this ordinance. In addition, rare, unique, endangered, historic or other significant natural areas shall be given high priority for dedication pursuant to this ordinance. The City ~~Appropriate Reviewing Authorities~~ may also require areas providing linkage to parks, schools or public places, or areas that preserve the natural character of the surrounding environment, be included in the ~~park land~~parkland dedication.

(iv) The site shall not be encumbered by overhead utility lines or easements; no more than two (2) sides of the park may be adjacent to sides or rear of homes; must have a visible and attractive means of ingress and egress; and sites with existing trees, especially Heritage Trees, or significant scenic elements will be provided preference.

(v) ~~(iv)~~ The developer shall restore and stabilize any disturbed soil and establish vegetative cover of a type determined appropriate for the terrain and by the Director of Parks and Recreation on ~~park land~~parkland.

(vi) ~~(v)~~ Land dedication of trail corridors identified on the ~~*City Parks, Recreation & Open Space Master Plan*~~ *Leander Parks, Public Spaces, and Recreation Comprehensive Plan* shall be a high priority. Developers are responsible for preserving the natural character of the trail corridor and dedicating the required right-of-way. Right-of-way dedication or easement size may vary due to site physical characteristics.

(vii) If the land identified ~~on~~ in the ~~*City Parks, Recreation & Open Space Master Plan*~~ *Leander Parks, Public Spaces, and Recreation Comprehensive Plan* exceeds the amount of land required for ~~park land~~parkland dedication by this section, the remainder of the land not required for dedication can be donated to the City for future parks/trail and/or public space connections, with the City providing minimal maintenance until the park is developed ~~shall~~ ~~shall~~ may be shown as a reserve park lot/corridor that they may develop in the future ~~of~~ or may be ~~to be~~ purchased by the City in fee simple by fair market value or through an easement at a time when funds become available, or, the City ~~Appropriate Reviewing Authorities~~ may credit the required park improvements fee in an amount equal to the fee in-lieu value ~~(see paragraph 3 below)~~ of the remaining land if such land is dedicated and deeded to the City.

(viii) ~~(vi)~~ Land within the one hundred (100) year floodplain and land that has greater than 15% slope may constitute, in total, not more than ~~fifty percent (50%)~~ thirty-three percent (33%) of the land dedication requirement. Floodplains and slopes will

be calculated on 3:1 basis (3 acres of floodplain/slopes equals to 1 acre of parkland credit). Lands within an inundation easement falling outside of the one hundred (100) year floodplain may constitute up to one hundred percent (100%) of the land dedication requirement if such land remains undisturbed and in a pre-development condition, and if such land is not utilized for another public purpose. In addition, for every acre of land dedicated for ~~park land~~parkland within the one hundred (100) year floodplain, or having a slope greater than 15%, ~~one half (1/2)~~ one-third (1/3) acre of ~~park land~~parkland dedication credit shall be given. [~~(~~Example: If ten (10) acres ~~of park land~~~~parkland~~ is required to be dedicated for ~~park land~~parkland, at least ~~five acres~~ six and one half (6.5) acres of such ~~park land~~parkland must be outside the 100-year floodplain and comprised of slopes less than 15%. For the remaining ~~five~~ ~~five~~ three and one half (3.5) acres of ~~park land~~parkland required, the developer can achieve compliance by dedicating five additional acres outside the 100-year floodplain and comprised of slopes less than 15%, or ten additional acres inside the 100-year floodplain and/or comprised of slopes more than 15%, or some combination thereof.]~~.)~~

(ix) ~~(vii)~~ The developer shall dedicate all ~~park land~~parkland as a park lot on the applicable Final Plat or Short Form Plat. The developer shall deliver to the City a signed warranty deed transferring title to property dedicated as public ~~park land~~parkland to the City after City acceptance of park improvements and release of fiscal surety. If the developer fails to deliver the warranty deed in a timely manner, the City may withhold Final Plat approvals and/or the issuance of building permits. The developer shall provide ~~park land~~parkland free and clear of all mortgages and liens at the time of such dedication or conveyance. The developer shall have iron rods or pins set in accordance with the Final Plat or Short Form Plat. If a subdivision Plat~~plat~~ is not required based on the standards of this Ordinance, the developer shall have iron rods or pins set at corners identified on a recordable land survey completed by a land surveyor registered in the State of Texas.

(x) The ~~Appropriate Reviewing Authorities~~ City may accept parkland from a developer that is not part of an addition or subdivision in order to meet the parkland requirement. A deed shall be required.

(xi) Drainage ditches, detention ponds, power line easements, and similar sites shall not be accepted for parkland dedication, unless 75% or more of the active and usable area is designed for recreational use and the Department finds, after consultation with the city manager or his/her authorized designee, that the land has exceptional recreational value that warrants its acceptance as parkland or open space.

~~(1) (3) Payment of Fee In Lieu of Park Land Dedication: In general, the Appropriate Reviewing Authorities shall favor the dedication of park land over the payment of a fee in lieu of park land dedication for single- family and two- family subdivisions except for Short Form Plats and multi fami development unless such Platplat or multi-family development contains land identified as park land in the *City Parks, Recreation & Open Space Master Plan*. However, the Appropriate Reviewing Authority may require a developer to pay a fee in lieu of park land dedication in accordance with the following:~~

~~(i) (i) If the amount of park land required to be dedicated is less than three (3) acres, the Appropriate Reviewing Authority may require a fee in lieu of land dedication.~~

~~(i) (ii) Such fee shall be in the amount of $1,050.00 per dwelling unit.~~

~~(i) (iii) The developer shall pay the in lieu fee to the City prior to approval of the Final Plat, Short Form Plat, or, in the case of multi familymultifamily development, prior to site development permit approval.~~

(c) ~~(c)~~ **Park Improvements**~~.~~

(1) ~~(1)~~ In addition to the required ~~dedication of land or fees in lieu of land dedication~~ fees in-lieu of or dedication of land as set forth above, the developer shall also pay a park improvements fee to the City prior to approval of a Final Plat or Short Form Plat, or, in the case of multi-family development, prior to site development permit approval. Construction cost per acre should be empirically derived by reviewing recent bid packages of the development of new parks and the number of acres in those parks to derive a development cost per acre. The per dwelling development fee is ascertained by dividing the construction cost per acre by the existing level of service dwelling units ~~number~~ times the number of dwelling units in the development.

Such park improvements fee shall be sufficient to provide up to fifty percent (50%) for the development of amenities and improvements on the dedicated land to meet the standards for a neighborhood park to serve the area in which the subdivision is located. The remaining 50% will~~park improvements fee shall~~ be placed in~~calculated on~~ the parkland dedication fund to develop public parks. ~~basis of $400.00 per dwelling unit.~~

(2) The formula for calculating the Park Improvement fee is as follows:

Recent Park Cost: $8,200,000 divided by 100 acres = $82,000/acre

$82,000 divided by 58 DU'/acre = $1400.00 per DU in park improvements.

(3) The park improvements fee shall be calculated on the basis of ~~$400 $1350~~ $1400 per dwelling unit.

(4) ~~(2)~~ In lieu of payment of the park improvements fee, the City ~~Appropriate Reviewing Authorities~~ may approve a plan from the developer to construct public park

improvements. Up to 100% credit for publicly accessible parks may be provided if park improvements meet city needs and all criteria of this ordinance. ~~park improvements.~~ If the park or any portion of the park is within areas shown in the ~~*City Parks, Recreation & Open Space Master Plan*~~ *Leander Parks, Public Spaces, and Recreation Comprehensive Plan* as land to meet strategic needs for future parks and/or trails, the developer may be required to construct trails or other park amenities in lieu of payment of the park improvements fee. This plan shall meet the following standards:

(i) ~~(i)~~ All plans and specifications for the construction of such amenities and improvements shall be reviewed and approved by the City, and the developer shall meet *City Park & Facility Equipment Standards*.

(ii) ~~(ii)~~ Amenities and improvements ~~shall~~ may include one (1) or more children's play areas, picnic areas, game court areas, turf play fields, splash parks and/or swimming pools, recreational/fitness buildings, trails (sidewalks, walkways or bike trails), and landscaped sitting areas, to include community flower or garden spaces. ~~.~~

(iii) ~~(iii)~~ The value of amenities and improvements shall be greater than or equal to ~~$400~~$1350~~.00~~ per residential dwelling unit.

(iv) ~~(iv)~~ All park areas and playground equipment shall be in accordance with the U.S. Consumer Products Safety Commission - Publication 325, as currently amended and in accordance with current provisions of the Americans with Disabilities Act; ASTM F1487-21 Playground Equipment Standard; ASTM F2373-11(R2017) Performance Specifications; ASTM F2075-20 Specification for Engineered Wood Fiber for use; ASTM F2479-17 Specification, Purchase, Installation of Poured in Place Playground Surfacing; and ASTM F3012-22 Specification for Loose-Fill Rubber Playground Safety Surface; and ASTM F2049-11 (2017) Specification for Fences/Barriers.~~.~~

(v) ~~(v)~~ These park improvements shall be completed to the satisfaction of the City Parks and Recreation Director prior to release of fiscal surety or, in the case of a multi-family~~multifamily~~ development, prior to issuance of a certificate of completion or a certificate of occupancy for the project.

(vi) ~~(vi)~~ These park improvements shall be designed, reviewed and permitted in conjunction with a Site Development Permit application and/or subdivision Construction Plans~~construction plans~~ as deemed appropriate by the City Parks and Recreation Director.

(d) ~~(d)~~ **Privately Owned & Maintained Parks**: ~~.~~ The City ~~Appropriate Reviewing Authorities~~ may approve a plan from the developer to provide privately owned and maintained ~~park land~~parkland and park improvements meeting all requirements of this section not to exceed fifty percent (50%) of the fee-in-lieu of public ~~park land~~parkland dedication and public park

improvements. The remaining fifty percent (50%) will be placed in the parkland dedication fund to develop public parks. However the City ~~Appropriate Reviewing Authorities~~ shall not approve a plan for privately owned ~~park land~~parkland and park improvements if such land is shown in the ~~*City Parks, Recreation & Open Space Master Plan*~~ *Leander Parks, Public Spaces, and Recreation Comprehensive Plan* as land to meet strategic needs for future parks and/or trails. In addition, such plan shall meet the following:

(1) ~~(1)~~ Private ownership and perpetual maintenance of such areas and facilities shall be adequately provided for by recorded written agreement, conveyance, and/or restrictions.

(2) ~~(2)~~ The use of such areas and facilities shall be restricted to park and recreational purposes by a recorded covenant, which runs with the land in favor of the future owners of property, and which cannot be defeated or eliminated without the consent of the Council.

(3) The single parcel or tract of land for a private park is limited to no more than 50% of the 7.5 acres required per 100 dwelling units. For example, 100 dwelling units are being constructed, the parkland requirement is 7.5 acres, of which only 50% or 3.75 acres will be credited to a physical park within the development. The remaining 3.75 acres will be assessed a Fee In-lieu based upon the formula shown below.

~~The fee in-lieu formula is:~~

~~Per acre market value of land /~~
~~current City level of service (DU's/acre)~~
~~X the number of DU's in the development = fee-in-lieu~~
~~Divided by 50%~~

(4) The ~~Appropriate Reviewing Authorities~~City may allow a portion of the fee in-lieu to be used for trail development if such land is dedicated and deeded to the City.

(e) ~~(e)~~ **Alternative ~~Park Land~~Parkland Dedication and Park Improvements Plan:** ~~-~~ The City ~~Appropriate Reviewing Authorities~~ may consider and approve a plan from the developer for an alternative ~~park land~~parkland dedication and park improvements plan meeting the following standards.

(1) ~~(1)~~ If all other standards of this section are met, the amount of ~~park land~~parkland to be dedicated may, if approved by the City ~~Appropriate Reviewing Authorities~~, be reduced, if the reduced value of the land dedication is compensated by an equal or larger increase in the value of park improvements. However, in no case shall the amount of ~~park land~~parkland dedicated, whether ~~private or~~ public or private, be less than seventy ~~-~~five percent (75%) of the amount required by this section. The calculation to convert ~~park land~~parkland value to additional park improvements shall be determined based on how

much fee in-lieu would be required to compensate for the ~~park land~~parkland deficiency and by adding this dollar amount to the required dollar value of park improvements.

~~Example: If twenty twenty fifteen (15)~~20 acres is required to be dedicated as park ~~land~~parkland, and the applicant proposes 16.5~~11.25 (max 25%)~~ acres there would be a park ~~land~~parkland deficiency of 3.5 3.75 acres. 3.5 3.75 acres is equivalent to 100 residential units worth of park ~~land~~parkland dedication and the fee in lieu of park ~~land~~parkland dedication is equivalent to $1,050.00 per unit $1,050 per unit$1,570 per dwelling unit. . Therefore, the amount of park improvements could be increased by $105,000 $157,000.00 (100 units times $1,050 $1,570). .00).

(2) ~~(2)~~ If all other standards of this section are met, the amount of park improvements may, if approved by the ~~Appropriate Reviewing Authorities~~City, be reduced, if the reduced value of such improvements is compensated by an equal or greater increase in the value of ~~park land~~parkland to be dedicated. The calculation to convert park improvements value to additional ~~park land~~parkland shall be determined based on reducing the required park improvements dollar value by not more than the fee in-lieu dollar value of the additional ~~park land~~parkland to be dedicated.

~~Example: If $500,000.00 worth of park improvements is required, and the applicant proposes $395,000.00 worth of improvements, this would amount to a $105,000.00 deficiency in park land~~parkland ~~improvements. Dividing this number by the fee in lieu value of park land~~parkland ~~required per unit ($1,050) $1,570.00) yields 100~~67 ~~units ($105,000.00/$1,050.00 = 100)~~($105,000/$1570).). ~~The park land~~parkland ~~requirement for 100~~ 67 ~~units is 3.5~~ 1.05 ~~acres. Therefore, and an additional 3.5~~ 1.05 ~~acres of land could be dedicated in lieu of $105,000.00 of improvements.~~

(3) For subdivisions located outside the city limits, up to one hundred percent (100%) credit may=, at the discretions of the City, be given if the subdivider enters into a written agreement with the city stating that all private parkland shall be dedicated to the City as the time of full purpose annexation of said subdivision by the City.

(f) ~~(f)~~ **Park Fund Established**: ~~.~~ The City hereby creates a separate fund to be entitled "~~"Park~~ Parkland Dedication Fund." ~~"~~ Money, and the interest on such money, collected as a fee ~~-~~in-lieu of ~~park land dedication, and~~ park improvements fees and parkland dedication, shall be held in said fund in trust to be used by the City solely and exclusively for the purpose of purchasing, improving, and/or renovating public park and recreational land and shall not be used for maintaining or operating public park facilities.

1. Improvements to public park and recreational lands~~land~~ include~~s~~ public art installations. The Park Fund will contain a category entitled "~~"~~Park Public Art Fund"~~"~~ where fifteen percent (15%) of fee-in-lieu and park improvements fees, and interest on such money, will be held to be used for public art in public parks and recreational land; provided that the City Council may, from time to time,

authorize use of the funds for purchasing ~~parkland~~parkland~~parkland~~ or non-public art improvements or renovations when determined necessary in relation to a particular public park project. Such fund shall be invested or held in an interest-bearing account and all earnings and interest shall accrue to the Park Fund.

(g) ~~(g)~~ **Subdivision Changes:** ~~-~~ In the event a developer obtains Commission approval to deviate from the approved Preliminary Plat thereby increasing the number of dwelling units projected, or where the use of property is changed from a non-residential~~nonresidential~~ use to a residential use, the owner or developer shall be obligated to provide additional land or fees for the ~~park-land~~parkland and amenities required for the additional dwellings in accordance with this section prior to the City approving the Final Plat for recordation.

(h) ~~(h)~~ **Phasing Plan:** ~~-~~ If a developer proposes a multi-phased residential subdivision or other residential development, the developer shall submit a proposed park phasing plan to indicate a plan for phasing ~~park-land~~parkland dedication and/or park improvements to coincide with the development phasing. This park phasing plan shall be approved in conjunction with the park plan as provided by this section. A park phasing plan shall include provisions for compliance with the standards of this section for all phases of the development. A phasing plan may propose ~~park-land~~parkland, park improvements and/or fee in-lieu in an early phase of development to fulfill requirements of a later phase of development, but in no case shall a phasing plan propose ~~park-land~~parkland, park improvements and/or fee in-lieu in a later phase of development to fulfill requirements of an earlier phase of development unless the developer provides adequate fiscal surety with the earlier phase of development. Such fiscal surety shall be in a form that shall not expire unless specifically released by the City.

(i) ~~(i)~~ **Fiscal Surety:** ~~-~~ Except for multi-family~~multifamily~~ development, prior to Final Plat or Short Form Plat approval, the developer shall provide fiscal surety for the completion of all park improvements that complies with this subsection and Sec.~~Section~~ 28 of this Ordinance (to the extent Sec.~~Section~~ 28 does not conflict with this subsection), and the fiscal ~~surety~~ shall be in a form acceptable to the Director of Parks and Recreation, the Executive Director of Development Services and the City Attorney. Unless otherwise approved, such fiscal shall be in the form of a letter of credit from a major lending institution, or cash held in escrow. Such fiscal surety shall be held by the City until either the City has accepted all public park improvements and title to the public ~~park-land~~parkland, or the City has approved on final inspection all private park improvements. Such fiscal surety shall be in a form that shall not expire unless specifically released by the City.

(j) **Time Limit for Expenditure of Dedication Funds:** The City must expend the funds within five (5) years from the date received for acquisition or development of neighborhood recreation land, or ten (10) years for a community or regional park.

(k) **Frequency of Ordinance Reviews:** City Council requires a review of the ordinance every three

(3) years and be updated as necessary. Updates may include, but not limited to the ~~most recent park acquisitions costs;~~prior three (3) certified tax years by an appraisal district authorized to adding value to tracts of land within the municipal jurisdiction of the proposed property along with park amenity and development costs; etc.

~~PARK LAND~~PARKLAND DEDICATION AND PARK IMPROVEMENTS OPTION SUMMARY

(The Appropriate Reviewing Authorities shall determine which option is acceptable.)

~~**OPTION ONE**~~

~~**Land Dedication:** (3.50 acres per 100 dwelling units) **+ Park Improvements Fee** ($400 per dwelling unit)~~

~~**OPTION TWO**~~

~~**Land Dedication:** (3.50 acres per 100 dwelling unit) **+ Park Improvements** (A minimum of $400 per dwelling unit must be spent on park improvements that meet City specifications)~~

~~**OPTION THREE**~~

~~**Fee-in-Lieu of Land Dedication:** ($1,050 per dwelling unit) **+ Park Improvements Fee** ($400 per dwelling unit)~~

~~**OPTION FOUR**~~

~~**Privately Owned & Maintained Parks:** Private park land and park improvements meeting the standards of this Section.~~

~~**OPTION FIVE**~~

~~**Alternative Park Land Dedication and Park Improvements Plan:** A customized plan that may include combinations of all other options.~~

OPTION ONE

No parkland dedication and/or improvements (public or private) by the developer. Fee-in-Lieu of Land Dedication plus Park Improvements Fee to be paid to the city.

OPTION TWO

Parkland dedication with privately owned and maintained parkland. Fee-in-Lieu of Land Dedication plus Park Improvements Fee up to fifty percent (50%) to be used by the developer and the remaining fifty percent (50%) be paid to the city.

OPTION THREE

Parkland Dedication within the development as a public park. Fee-in-Lieu of Land Dedication plus Park Improvements Fee up to one hundred percent (100%) can be credited if park and facilities are open to the general public at large.

OPTION FOUR
Alternate Parkland Dedication and Park Improvements Plan: A customized plan that may include combinations of all other options. However no more than 50% of the total Fee-in-Lieu of Land Dedication plus Park Improvements Fee will go towards private parkland.

Sections 62. through 69. Reserved

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING SECTIONS OF CHAPTER 10, EXHIBIT A, THE SUBDIVISION ORDINANCE, TO ADOPT UPDATES TO THE PARKLAND DEDICATION, PARK IMPROVEMENT, AND PARKLAND FEE-IN-LIEU REGULATIONS; AMENDING DEFINITIONS; UPDATING INTERNAL SECTION REFERENCES; PROVIDING A SEVERABILITY CLAUSE, PROVIDING SAVINGS, EFFECTIVE DATE AND OPEN MEETINGS CLAUSES, AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the pursuant to the City Charter and state law, including Chapter 212, Texas Local Government Code, the City Council of the City of Leander, Texas adopts ordinances that regulate subdivision and platting in the City limits and portions of the extraterritorial jurisdiction;

WHEREAS, the Planning and Zoning Commission held a public hearing and voted on a recommendation on the adoption of this ordinance;

WHEREAS, the City Council held a public hearing on the proposed adoption of this ordinance; and

WHEREAS, the City Council finds that adoption of this ordinance is reasonable and necessary to promote the health, safety, morals, and general welfare of the City and the safe, orderly, and healthful development of the City;

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

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

SECTION 2. Amendment of Article I, Section 1. Article I, Section 1 of Exhibit A, Chapter 10 of the City of Leander Code Ordinances (the "Subdivision Ordinance") is hereby amended to add the following definitions:

Detention Ponds means a type of infrastructure designed to manage and control stormwater runoff.

Drainage Ditch means a manmade water conveyance channel for the purpose of draining water away from lands.

Greenway means a recreational experience within a corridor of land recognized for its ability to connect people and places together. These ribbons of open space are located within linear corridors that are either natural, such as rivers and streams or manmade, such as abandoned railbeds or utility corridors.

Park Improvements means Recreational facilities and buildings for public use that are enjoyable, safe and accessible offering an essential quality of life. Generally, are those that have been planned, designed, constructed and maintained by experts and professionals. Fair Market Value means an assessment of the price an asset could sell for based on several conditions. Essentially it should represent an accurate evaluation or assessment of its worth in contrast to its purchased or current price.

Parkland means land consisting of trees and open space that is suitable for and/or designated as a park for public use and may contain recreation amenities.

Parkland Dedication means a local government requirement imposed on subdivision and site plan applications mandating the dedication of land for a park and/or the payment of a fee to be used by the governmental entity to acquire land and/or develop park facilities.

Parkland Fee-in-lieu means a formula that the local government develops to assess a fee if a developer is unwilling or not able to provide sufficient acreage and types of parkland for public benefit.

Private Parks means privately owned outdoor recreational premises, available for use by specific residents of a community. Typically, the private park is owned and maintained by a Homeowners Association (HOA) or a similar private management group.

Public Park means an area of land typically owned, designated and maintained by governmental authority for the recreational enjoyment of all residents. Parks may or may not have recreational facilities to be so designated.

Trails means a recreational experience marked by a corridor, path, route or travel way established through physical construction or repeated use and is passable by at least one or more of the following, but not limited to: foot traffic, bicycles, wheelchairs, skating, skiing, motorized off-road vehicular activities and even aquatic or water activities. Trail surface or foundation can come in a variety of mediums from natural surface to hard paved surface.

Utility Easement means a legal agreement between a property owner and utility company that gives the utility company the right to use a designated parcel of land to access for the purpose of installing and maintaining utilities on private property for the good of the community.

SECTION 3. Amendment of Term "Municipal Authority". The term "Park Land" wherever it appears in the Subdivision Ordinance shall be amended to be "Parkland."

SECTION 4. Amendment of Article IV, Section 61. Article IV, Section 61 of the Subdivision Ordinance is hereby amended as follows.

Parkland Dedication and Park Improvements Required: The park fee-in-lieu and park development fee is determined to be in the best interest of the residents of the city by advancing

public health, safety and welfare in a fair, reasonable and uniform method of financing that does not impose an unfair burden on new or existing developments. The requirements constitute the impact of new dwelling units (DUs) on the park and recreation system and ensure that they bear their proportionate share of the cost of providing parks and recreation related facilities to meet the needs created by respective development.

As such, the parkland fees are additional and supplemental to, and not in substitution of the City's Code of Ordinances, specific plans, or any other planning document. The dedication requirement is restricted to the acquisition and improvement of parks and facilities and cannot be used for maintaining or operations of the park system. Therefore, a developer of any subdivision subject to this ordinance or a site development permit subject to the Composite Zoning Ordinance which includes residential lots, building sites, or multi-family residential site development within the City limits or the City's extra-territorial jurisdiction , that adds any residential units to any subdivision or multi-family residential site development, shall prepare a park plan to provide for sufficient and suitable parkland and park improvements for the purpose of public recreation in accordance with the following provisions:

(a) **Park Plan Approval Process:** A residential developer shall prepare a park plan in conformance with the requirements of this Section and obtain approvals from the City as follows:

(1) A Developer is required to submit a subdivision application as required by this Ordinance, if the development is not proposing multi-family or use of a Short Form Plat is not needed. The developer is required to obtain approval of a park plan in compliance with this Section by the City Council in conjunction with consideration of the Concept Plan application.

(2) If the developer does not propose multi-family development, and the developer is required to submit a subdivision as required by this Ordinance that is permitted to be filed as a Short Form Plat application, the developer is required to obtain approval of a park plan in compliance with this Section by the Planning and Zoning Commission in conjunction with consideration of the Short Form Plat application. However, approval of any public parkland dedication other than land identified on the *Leander Parks, Public Spaces, and Recreation Comprehensive Plan* is required to be approved by the City Council.

(3) If the developer proposes multi-family development, the developer is required to obtain approval of a park plan in compliance with this Section by the Director of Parks and Recreation in conjunction with consideration of a Site Development Permit application. However, approval of any public parkland dedication other than land identified on the *Leander Parks, Public Spaces, and Recreation Comprehensive Plan* is required to be approved by the City Council.

(b) **Payment of Fee In-Lieu Required and/or Public Parkland Dedication**

(1) Formula for Calculating Area of Parkland: The acreage of parkland to be contributed by a developer prior to Final Plat or Short Form Plat approval of any single family or two-family residential subdivision, or prior to site development permit approval for multi-family residential development, shall be equal to seven and one half (7.5) acres for each one hundred (100) dwelling units projected to occupy the fully developed subdivision or development. A "dwelling unit", when used in this section, shall mean each individual

residence, including each individual residential unit in a multi-family residential structure or manufactured home park, designed or intended for habitation by a single family.

(2) Payment of Fee In-Lieu of Parkland Dedication: In general, the Appropriate Reviewing Authorities shall favor the payment of a fee in-lieu of parkland dedication over the dedication of parkland for single family and two-family subdivisions including Short Form Plats and multi-family development unless such Plat or multi-family development contains land identified as parkland in the *Leander Parks, Public Spaces, and Recreation Comprehensive Plan*. The Fee In-lieu will be determined based on the following:

(i) The fair market value of a real, residential, single-family property unit, for the purposes of calculating a fee in lieu of parkland dedication, shall be derived from prior certified tax years by an appraisal district authorized to assign value to tracts of land within the municipal jurisdiction of the proposed property.

(ii) Calculation: The fee in-lieu shall be a three-year average of the calculation of values which include city population, residents per unit, developed park acres, total single-family residential units, and total appraised value of single-family residential units.

Sample formula for Year One of Three:

P = Population

R = Residents per unit

D = Developed park acres

T = Total single-family residential units

A = Total appraised value of single-family residential units

Year One Fee In-Lieu = (1/((P/R)/D))*((T/A)*0.25)

The Fee In-Lieu for 2025, 2026, and 2027 shall be $1,676.60 for residential units in Williamson County and $2,355.13 for residential units in Travis County.

(iii) The developer shall pay the in-lieu fee to the City prior to approval of the Final Plat, Short Form Plat, or, in the case of multi-family development, prior to site development permit approval.

(3) Geographic Nexus: Fees must serve the district area in which the development is located. However, fees may be used within an adjacent service area if the project is a neighborhood park and within ½ mile of the service area where the fees were collected; a community park if 1½ miles of the service area where the fees were collected; or a regional park if within 3 miles of the service area where the fees were collected. (see Parkland Dedication Service Districts Map).

(4) Standards for Dedication of Parkland: The land dedicated by a developer to meet the requirements of this section shall be suitable for public parks and recreation activities and shall comply with *Leander Parks, Public Spaces, and Recreation Comprehensive Plan* with the following standards:

(i) The dedicated land shall form a single parcel or tract of land with acreage based upon the number of dwelling units proposed (7.5 acres/per 100 DU's) unless the City

determines that more than one (1) tract or smaller tracts would be in the best public interest.

(ii) The developer shall provide public access to parkland by providing at least twenty-five percent (25%) of the perimeter boundary of the park with street frontage, or as determined to be satisfactory by the City. At the time the land abutting the delineated areas is developed, the developer of such abutting land shall dedicate and construct streets along all abutting street frontage and shall provide water and wastewater utilities to the boundary of one (1) side of the delineated area to meet minimum requirements of this Ordinance.

(iii) The developer shall dedicate parkland located within convenient distance from the majority of the residents to be served or within an area identified on the *Leander Parks, Public Spaces, and Recreation Comprehensive Plan,* and adaptable for use as a public park and recreation facility. However, the City may require parkland to be located at the edge of a development so that additional land may be added at such time as adjacent land is developed or acquired for public use in accordance with this ordinance. In addition, rare, unique, endangered, historic or other significant natural areas shall be given high priority for dedication pursuant to this ordinance. The City may also require areas providing linkage to parks, schools or public places, or areas that preserve the natural character of the surrounding environment, be included in the parkland dedication.

(iv) The site shall not be encumbered by overhead utility lines or easements; no more than two (2) sides of the park may be adjacent to sides or rear of homes; must have a visible and attractive means of ingress and egress; and sites with existing trees, especially Heritage Trees, or significant scenic elements will be provided preference.

(v) The developer shall restore and stabilize any disturbed soil and establish vegetative cover of a type determined appropriate for the terrain and by the Director of Parks and Recreation on parkland.

(vi) Land dedication of trail corridors identified on the *Leander Parks, Public Spaces, and Recreation Comprehensive Plan* shall be a high priority. Developers are responsible for preserving the natural character of the trail corridor and dedicating the required right-of-way. Right-of-way dedication or easement size may vary due to site physical characteristics.

(vii) If the land identified in the *Leander Parks, Public Spaces, and Recreation Comprehensive Plan* exceeds the amount of land required for parkland dedication by this section, the remainder of the land not required for dedication can be donated to the City for future parks/trail and/or public space connections, with the City providing minimal maintenance until the park is developed ~~shall~~ may be shown as a reserve park lot/corridor that they may develop in the future ~~of~~ or may be purchased by the City in fee simple by fair market value or through an easement at a time when funds become available, or, the City may credit the required park improvements fee in an amount equal to the fee in-lieu value of the remaining land if such land is dedicated and deeded to the City.

(viii) Land within the one hundred (100) year floodplain and land that has greater than 15% slope may constitute, in total, not more than thirty-three percent (33%) of the land

dedication requirement. Floodplains and slopes will be calculated on 3:1 basis (3 acres of floodplain/slopes equals to 1 acre of parkland credit). Lands within an inundation easement falling outside of the one hundred (100) year floodplain may constitute up to one hundred percent (100%) of the land dedication requirement if such land remains undisturbed and in a pre-development condition, and if such land is not utilized for another public purpose. In addition, for every acre of land dedicated for parkland within the one hundred (100) year floodplain, or having a slope greater than 15%, one-third (1/3) acre of parkland dedication credit shall be given. [Example: If ten (10) acres is required to be dedicated for parkland, at least six and one half (6.5) acres of such parkland must be outside the 100 year floodplain and comprised of slopes less than 15%. For the remaining ~~five~~ three and one half (3.5) acres of parkland required, the developer can achieve compliance by dedicating five additional acres outside the 100-year floodplain and comprised of slopes less than 15%, or ten additional acres inside the 100 year floodplain and/or comprised of slopes more than 15%, or some combination thereof.]

(ix) The developer shall dedicate all parkland as a park lot on the applicable Final Plat or Short Form Plat. The developer shall deliver to the City a signed warranty deed transferring title to property dedicated as public parkland to the City after City acceptance of park improvements and release of fiscal surety. If the developer fails to deliver the warranty deed in a timely manner, the City may withhold Final Plat approvals and/or the issuance of building permits. The developer shall provide parkland free and clear of all mortgages and liens at the time of such dedication or conveyance. The developer shall have iron rods or pins set in accordance with the Final Plat or Short Form Plat. If a subdivision Plat is not required based on the standards of this Ordinance, the developer shall have iron rods or pins set at corners identified on a recordable land survey completed by a land surveyor registered in the State of Texas.

(x) The City may accept parkland from a developer that is not part of an addition or subdivision in order to meet the parkland requirement. A deed shall be required.

(xi) Drainage ditches, detention ponds, power line easements, and similar sites shall not be accepted for parkland dedication, unless 75% or more of the active and usable area is designed for recreational use and the Department finds, after consultation with the city manager or his/her authorized designee, that the land has exceptional recreational value that warrants its acceptance as parkland or open space.

(c) **Park Improvements**

(1) In addition to the required fees in-lieu of or dedication of land as set forth above, the developer shall also pay a park improvements fee to the City prior to approval of a Final Plat or Short Form Plat, or, in the case of multi-family development, prior to site development permit approval. Construction cost per acre should be empirically derived by reviewing recent bid packages of the development of new parks and the number of acres in those parks to derive a development cost per acre. The per dwelling development fee is ascertained by dividing the construction cost per acre by the existing level of service dwelling units times the number of dwelling units in the development.

Such park improvements fee shall be sufficient to provide up to fifty percent (50%) for the development of amenities and improvements on the dedicated land to meet the standards

for a neighborhood park to serve the area in which the subdivision is located. The remaining 50% will be placed in the parkland dedication fund to develop public parks.

(2) The formula for calculating the Park Improvement fee is as follows:

Recent Park Cost: $8,200,000 divided by 100 acres = $82,000/acre

$82,000 divided by 58 DU'/acre = $1400.00 per DU in park improvements.

(3) The park improvements fee shall be calculated on the basis of $1400 per dwelling unit.

(4) In lieu of payment of the park improvements fee, the City may approve a plan from the developer to construct public park improvements. Up to 100% credit for publicly accessible parks may be provided if park improvements meet city needs and all criteria of this ordinance. If the park or any portion of the park is within areas shown in the *Leander Parks, Public Spaces, and Recreation Comprehensive Plan* as land to meet strategic needs for future parks and/or trails, the developer may be required to construct trails or other park amenities in lieu of payment of the park improvements fee. This plan shall meet the following standards:

(i) All plans and specifications for the construction of such amenities and improvements shall be reviewed and approved by the City, and the developer shall meet *City Park & Facility Equipment Standards*.

(ii) Amenities and improvements may include one (1) or more children's play areas, picnic areas, game court areas, turf play fields, splash parks and/or swimming pools, recreational/fitness buildings, trails (sidewalks, walkways or bike trails), and landscaped sitting areas, to include community flower or garden spaces.

(iii) The value of amenities and improvements shall be greater than or equal to $1350 per residential dwelling unit.

(iv) All park areas and playground equipment shall be in accordance with the U.S. Consumer Products Safety Commission - Publication 325, as currently amended and in accordance with current provisions of the Americans with Disabilities Act; ASTM F1487-21 Playground Equipment Standard; ASTM F2373-11(R2017) Performance Specifications; ASTM F2075-20 Specification for Engineered Wood Fiber for use; ASTM F2479-17 Specification, Purchase, Installation of Poured in Place Playground Surfacing; and ASTM F3012-22 Specification for Loose-Fill Rubber Playground Safety Surface; and ASTM F2049-11 (2017) Specification for Fences/Barriers.

(v) These park improvements shall be completed to the satisfaction of the City Parks and Recreation Director prior to release of fiscal surety or, in the case of a multi-family development, prior to issuance of a certificate of completion or a certificate of occupancy for the project.

(vi) These park improvements shall be designed, reviewed and permitted in conjunction with a Site Development Permit application and/or subdivision Construction Plans as deemed appropriate by the City Parks and Recreation Director.

(d) **Privately Owned & Maintained Parks:** The City may approve a plan from the developer to provide privately owned and maintained parkland and park improvements meeting all

requirements of this section not to exceed fifty percent (50%) of the fee-in-lieu of public parkland dedication and public park improvements. The remaining fifty percent (50%) will be placed in the parkland dedication fund to develop public parks. However the City shall not approve a plan for privately owned parkland and park improvements if such land is shown in the *Leander Parks, Public Spaces, and Recreation Comprehensive Plan* as land to meet strategic needs for future parks and/or trails. In addition, such plan shall meet the following:

(1) Private ownership and perpetual maintenance of such areas and facilities shall be adequately provided for by recorded written agreement, conveyance, and/or restrictions.

(2) The use of such areas and facilities shall be restricted to park and recreational purposes by a recorded covenant, which runs with the land in favor of the future owners of property, and which cannot be defeated or eliminated without the consent of the Council.

(3) The single parcel or tract of land for a private park is limited to no more than 50% of the 7.5 acres required per 100 dwelling units. For example, 100 dwelling units are being constructed, the parkland requirement is 7.5 acres, of which only 50% or 3.75 acres will be credited to a physical park within the development. The remaining 3.75 acres will be assessed a Fee In-lieu based upon the formula shown below.

(4) The City may allow a portion of the fee in-lieu to be used for trail development if such land is dedicated and deeded to the City.

(e) **Alternative Parkland Dedication and Park Improvements Plan:** The City may consider and approve a plan from the developer for an alternative parkland dedication and park improvements plan meeting the following standards.

(1) If all other standards of this section are met, the amount of parkland to be dedicated may, if approved by the City, be reduced, if the reduced value of the land dedication is compensated by an equal or larger increase in the value of park improvements. However, in no case shall the amount of parkland dedicated, whether public or private, be less than seventy five percent (75%) of the amount required by this section. The calculation to convert parkland value to additional park improvements shall be determined based on how much fee in-lieu would be required to compensate for the parkland deficiency and by adding this dollar amount to the required dollar value of park improvements.

(2) If all other standards of this section are met, the amount of park improvements may, if approved by the City, be reduced, if the reduced value of such improvements is compensated by an equal or greater increase in the value of parkland to be dedicated. The calculation to convert park improvements value to additional parkland shall be determined based on reducing the required park improvements dollar value by not more than the fee in-lieu dollar value of the additional parkland to be dedicated.

(3) For subdivisions located outside the city limits, up to one hundred percent (100%) credit may, at the discretions of the City, be given if the subdivider enters into a written agreement with the city stating that all private parkland shall be dedicated to the City as the time of full purpose annexation of said subdivision by the City.

(f) **Park Fund Established:** The City hereby creates a separate fund to be entitled "Parkland Dedication Fund." Money, and the interest on such money, collected as a fee in-lieu of park improvements fees and parkland dedication, shall be held in said fund in trust to be used by

the City solely and exclusively for the purpose of purchasing, improving, and/or renovating public park and recreational land and shall not be used for maintaining or operating public park facilities.

(1) Improvements to public park and recreational lands include public art installations. The Park Fund will contain a category entitled "Park Public Art Fund" where fifteen percent (15%) of fee-in-lieu and park improvements fees, and interest on such money, will be held to be used for public art in public parks and recreational land; provided that the City Council may, from time to time, authorize use of the funds for purchasing parkland or non-public art improvements or renovations when determined necessary in relation to a particular public park project. Such fund shall be invested or held in an interest-bearing account and all earnings and interest shall accrue to the Park Fund.

(g) **Subdivision Changes:** In the event a developer obtains Commission approval to deviate from the approved Preliminary Plat thereby increasing the number of dwelling units projected, or where the use of property is changed from a non-residential use to a residential use, the owner or developer shall be obligated to provide additional land or fees for the parkland and amenities required for the additional dwellings in accordance with this section prior to the City approving the Final Plat for recordation.

(h) **Phasing Plan:** If a developer proposes a multi-phased residential subdivision or other residential development, the developer shall submit a proposed park phasing plan to indicate a plan for phasing parkland dedication and/or park improvements to coincide with the development phasing. This park phasing plan shall be approved in conjunction with the park plan as provided by this section. A park phasing plan shall include provisions for compliance with the standards of this section for all phases of the development. A phasing plan may propose parkland, park improvements and/or fee in-lieu in an early phase of development to fulfill requirements of a later phase of development, but in no case shall a phasing plan propose parkland, park improvements and/or fee in-lieu in a later phase of development to fulfill requirements of an earlier phase of development unless the developer provides adequate fiscal surety with the earlier phase of development. Such fiscal surety shall be in a form that shall not expire unless specifically released by the City.

(i) **Fiscal Surety:** Except for multi-family development, prior to Final Plat or Short Form Plat approval, the developer shall provide fiscal surety for the completion of all park improvements that complies with this subsection and Sec. 28 of this Ordinance (to the extent Sec. 28 does not conflict with this subsection), and the fiscal shall be in a form acceptable to the Director of Parks and Recreation, the Executive Director of Development Services and the City Attorney. Unless otherwise approved, such fiscal shall be in the form of a letter of credit from a major lending institution, or cash held in escrow. Such fiscal surety shall be held by the City until either the City has accepted all public park improvements and title to the public parkland, or the City has approved on final inspection all private park improvements. Such fiscal surety shall be in a form that shall not expire unless specifically released by the City.

(j) **Time Limit for Expenditure of Dedication Funds:** The City must expend the funds within five (5) years from the date received for acquisition or development of neighborhood recreation land, or ten (10) years for a community or regional park.

(k) **Frequency of Ordinance Reviews:** City Council requires a review of the ordinance every three (3) years and be updated as necessary. Updates may include, but not limited to the prior three (3) certified tax years by an appraisal district authorized to adding value to tracts of land within the municipal jurisdiction of the proposed property along with park amenity and development costs; etc.

PARKLAND DEDICATION AND PARK IMPROVEMENTS OPTION SUMMARY

(The Appropriate Reviewing Authorities shall determine which option is acceptable.)

OPTION ONE

No parkland dedication and/or improvements (public or private) by the developer. Fee-in-Lieu of Land Dedication plus Park Improvements Fee to be paid to the city.

OPTION TWO

Parkland dedication with privately owned and maintained parkland. Fee-in-Lieu of Land Dedication plus Park Improvements Fee up to fifty percent (50%) to be used by the developer and the remaining fifty percent (50%) be paid to the city.

OPTION THREE

Parkland Dedication within the development as a public park. Fee-in-Lieu of Land Dedication plus Park Improvements Fee up to one hundred percent (100%) can be credited if park and facilities are open to the general public at large.

OPTION FOUR

Alternate Parkland Dedication and Park Improvements Plan: A customized plan that may include combinations of all other options. However no more than 50% of the total Fee-in-Lieu of Land Dedication plus Park Improvements Fee will go towards private parkland.

SECTION 5. Conflicting Ordinances. Exhibit A, Chapter 1o Leander Code of Ordinances is amended as provided herein. All ordinances or parts thereof conflicting or inconsistent with the provisions of this ordinance as adopted herein, are hereby amended to the extent of such conflict. In the event of a conflict or inconsistency between this ordinance and any other code or ordinance of the City, the terms and provisions of this ordinance shall govern.

SECTION 6. Savings Clause. All rights and remedies of the City of Leander are expressly saved as to any and all violations of the provisions of any ordinances affecting subdivision within the City which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

SECTION 7. Effective Date. This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Tex. Loc. Gov't. Code and the City Charter

SECTION 8. Severability. Should any section or part of this ordinance be held unconstitutional, illegal, or invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this ordinance are declared to be severable.

SECTION 9. Open Meetings. That it is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapt. 551, Loc. Gov't. Code.

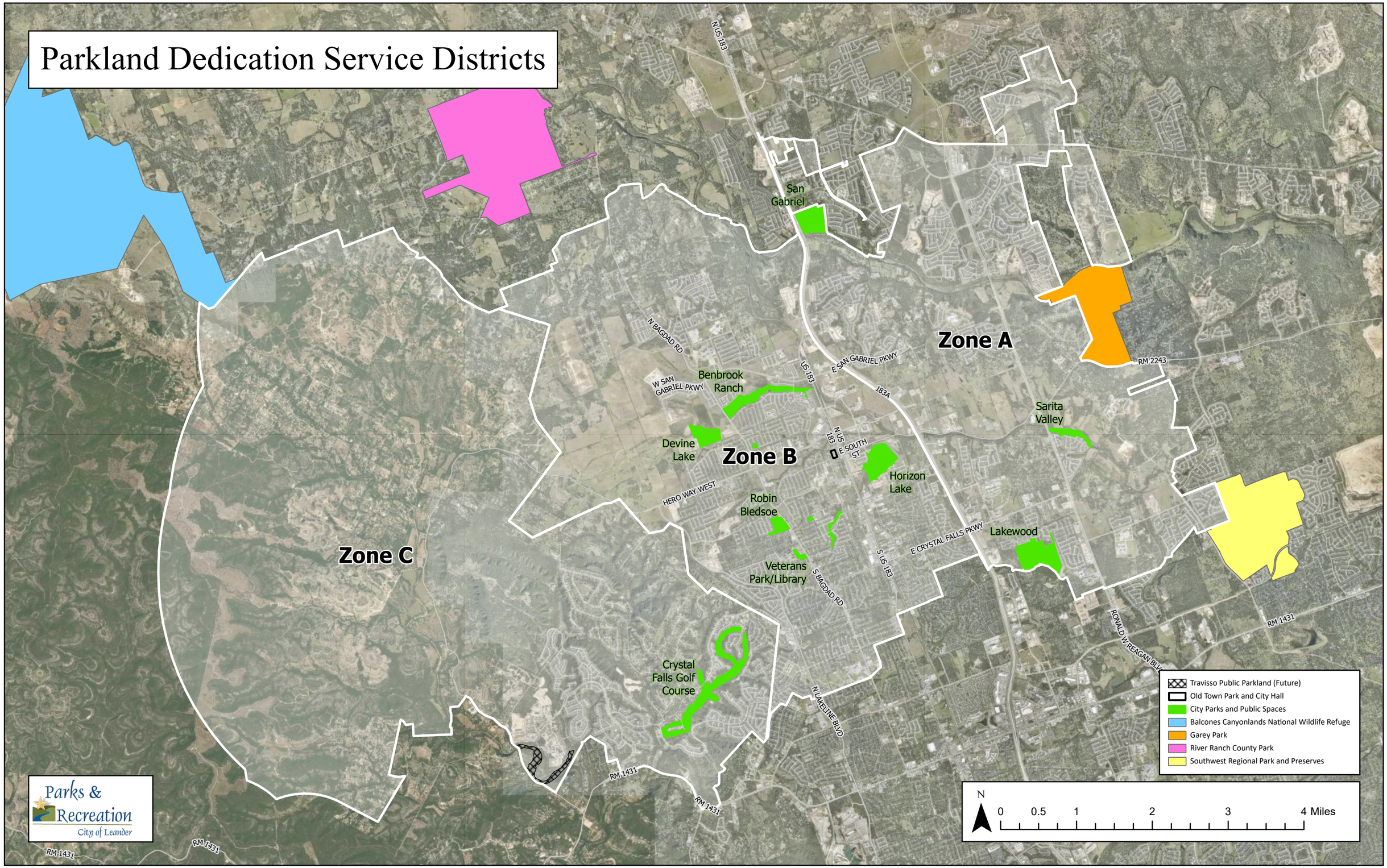
PASSED AND APPROVED on this the 19th day of September, 2024.

ATTEST: **THE CITY OF LEANDER, TEXAS:**

_____ _____

Dara Crabtree, City Secretary Christine DeLisle, Mayor

Parkland Dedication Service Districts



Parkland Dedication Ordinance Update

LEANDER CITY COUNCIL

SEPTEMBER 19, 2024

Parkland Dedication Ordinance Additions

- **ROUGH PROPORTIONALITY –** Share of the cost of providing parks and recreation related facilities to meet the needs created by respective development.
- **LEVEL OF SERVICE –** 537 acres of parkland; 1 acre serves 167 residents; 58 DUs/acre.
- **GEOGRAPHIC NEXUS –** Three distinct sections of the City. Fees must service the district area in which the development is located. However, fees may be used within an adjacent service area if the project is a neighborhood park and within 1/2 mile of the service area where the fees were collected; a community park if within 1.5 miles of the service areas the fees were collected; or a regional park if within 3 miles of the service area the fees were collected.
- **SINGLE TRACT OF LAND REQUIRED –** Increase single tract minimum from 3.0 acres to 7.5 acres.
- **STANDARDS FOR LAND ACCEPTANCE –** 25% with street frontage; not be encumbered by overhead utility lines or easements; Sites with existing trees, especially Heritage Trees, or scenic elements will be provided preference.

Parkland Dedication Ordinance Additions

- **CREDIT FOR PRIVATE PARK LAND AND AMENITIES THE DEVELOPERS PROVIDE** – Approve a plan from the developer to provide privately owned and maintained park land and park improvements meeting all requirements of this section not to exceed 50% of the fee -in-lieu of or public park land dedication and public park improvements; The remaining 50% will be placed in the parkland dedication fund to develop public parks; Authorities may allow a portion or all the fee in-lieu to be used for trail development if such land is dedicated and deeded to the City.
- **CREDIT FOR SLOPES, FLOODPLAIN, & DETENTION PONDS** – Floodplains and slopes will be calculated on a 3:1 basis (3 acres of floodplain/slopes equals to 1 acre of parkland credit; Drainage ditches, detention ponds, power line easements, and similar sites shall not be accepted for parkland dedication, unless 75% or more of the active and usable area is designed for recreational use.
- **CREDIT FOR PUBLICLY ACCESSIBLE PARKS THAT THE DEVELOPERS PROVIDE** – Credit for publicly accessible parks up to 100% may be provided if park improvements meet all requirements of this ordinance and City needs.

Parkland Dedication Ordinance Additions

- **EXTRA TERRITORIAL JURISDICTION (ETJ)** – For subdivisions located outside the city limits, up to 100 percent credit may, at the discretion of the City, be given if the developer enters into a written agreement with the City stating that all private parkland shall be dedicated to the City at the time of full purpose annexation of said subdivision by the City.
- **TIME LIMIT FOR EXPENDITURE OF DEDICATION FUNDS** – The City must expend the funds within five (5) years from the date received for acquisition or development of neighborhood recreation land, or ten (10) years for a community or regional park.
- **FREQUENCY OF ORDINANCE REVIEWS** – City Council requires the review of the ordinance every 3-years and be updated as necessary.
- **PARK PUBLIC ART FUND** – No change to current language – “where fifteen percent (15%) fee-in-lieu and park improvements fees, and interest on such money, will be held to be used for public art in public parks and recreational lands.”

Parkland Dedication Ordinance Additions

- **FEE-IN-LIEU** – The fair market value of a real, residential, single-family property unit, for the purposes of calculating a fee in lieu of parkland dedication, shall be derived from prior certified tax years by an appraisal district authorized to assign value to tracts of land within the municipal jurisdiction of the proposed property.

  Calculation: The fee in-lieu shall be a three-year average of the calculation of values which include city population, residents per unit, developed park acres, total single-family residential units, and total appraised value of single-family residential units.

  Sample formula for Year One of Three:

  P = Population; R = Residents per unit; D = Developed park acres

  T = Total single-family residential units; A = Total appraised value of single-family residential units

  Year One Fee In-Lieu = (1/((P/R)/D))*((A/T)*0.25)

  The developer shall pay the in-lieu fee to the City prior to approval of the Final Plat, Short Form Plat, or, in the case of multi-family development, prior to site development permit approval.

FEE-IN-LIEU 2024

PROPOSED AMOUNT

Fee-in-Lieu per Unit – Williamson Co.	= **$**	**1,676.60**	(2,179.08 + 1,673.30 + 1,177.41) / 3
Fee-in-Lieu per Unit – Travis Co.	= **$**	**2,355.13**	(3,234.57 + 1,999.81 + 1,831.01) / 3

CITY OF LEANDER		**2024**	**2023**	**2022**	
Population	=	84,701.000	77,930.000	71,028.000	P
Residents per Unit	=	2.970	2.970	2.970	R
Developed Park Acres	=	537.000	340.127	337.443	D
Units per Park Acre	=	53.108	77.145	70.872	(P/R)/D
Park Acres per Unit	=	0.019	0.013	0.014	1/((P/R)/D) = L
WILLIAMSON COUNTY		**(2023 tax yr)**	**(2022 tax yr)**	**(2021 tax yr)**	
Total SF Units	=	19,536.00	17,444.00	16,172.00	T
Total Appraised Value of SF Units	= $	9,043,354,487.00	8,981,261,380.00	5,440,312,290.00	A
Average Value per SF Unit	= $	462,907.17	514,862.49	336,403.18	A/T
Average Value per Developed Park Acre	= $	115,726.79	128,715.62	84,100.79	(A/T)*0.25 = X
Fee-in-Lieu per Unit	= $	2,179.08	1,673.30	1,177.41	L*X
TRAVIS COUNTY					
Total SF Units	=	4,079.00	3,807.00	3,516.00	T
Total Appraised Value of SF Units	= $	2,777,644,928.00	2,342,547,458.00	1,839,380,972.00	A
Average Appraised Value per SF Unit	= $	680,962.22	615,326.36	523,145.89	A/T
Average Value per Developed Park Acre	= $	170,240.55	153,831.59	130,786.47	(A/T)*0.25 = X
Fee-in-Lieu per Unit	= $	3,234.57	1,999.81	1,831.01	L*X

Data Sources

Williamson Central Appraisal District

https://williamsoncad.sharepoint.com/Entities/Taxing_Unit_Data/Forms/AllItems.aspx?ga=1&id=%2FEntities%2FTaxing%5FUnit%5FData%2FTaxing%20Unit%20Data%2FCity%20of%20Leander%20%2D%20CLE&viewid=2ff8319e%2Dfe7e%2D44cb%2D95ef%2D706c54568f8e

Travis Central Appraisal District

https://traviscad.org/publicinformation

Parkland Dedication Ordinance Additions

- **PARK IMPROVEMENT FEE**

  Recent Park Development = Lakewood Park; 100 acres; $8,200,000
  Park Development cost per acre = $82,000
  $82,000 divided by 58 DUs per acre = $1,400 per DU in park development

  The park improvement fee shall be calculated based on **$1,400 per dwelling unit**.

Ordinance Options

OPTION 1

No Parkland Dedication and/or improvements (public or private) by the developer. Fee-in-Lieu of Land Dedication plus Park Improvements Fee to be paid to the City.

OPTION 2

Parkland Dedication with privately owned and maintained parkland. Fee-in-Lieu of Land Dedication plus Park Improvements Fee up to fifty percent (50%) to be used by the developer and the remaining fifty percent (50%) be paid to the City.

OPTION 3

Parkland Dedication within the development as a public park. Fee-in-Lieu of Land Dedication plus Park Improvements Fee up to one hundred percent (100%) can be credited if park and facilities are open to the general public at large.

OPTION 4

Alternate Parkland Dedication and Park Improvements Plan: A customized plan that may include combinations of all other options. However no more than 50% of the total Fee-in-Lieu of Land Dedication plus Park Improvements Fee will go towards private parkland.

MINUTES
PLANNING & ZONING COMMISSION MEETING
CITY OF LEANDER, TEXAS

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, September 12, 2024
Regular Meeting at 6:00 PM

Place 1 – Donnie Mahan	**Place 5 – James Oliver, Vice Chair**
Place 2 – John Cosgrove	**Place 6 –Laura Lantrip, Chair**
Place 3 – Ron May	**Place 7 –Scott Calame**
Place 4 – Deirdre Moss	**Staff Liaison – Robin Griffin**

REGULAR MEETING

1. Call to Order.
   Meeting was called to order at 6:04 p.m.

2. Roll Call.
   All present except Commissioner Mahan, Commissioner Cosgrove, and Commissioner Moss.

3. Director's report to the Planning & Zoning Commission on action taken by City Council on the September 5, 2024 meeting.

4. Review of meeting protocol.

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

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

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

CONSENT AGENDA: ACTION

Motion to approve Consent Agenda Item # 6.

By: Board Member May
Seconded: Board Member Oliver

Vote: 4 - 0 None

6. Approval of the minutes for meetings held on August 22, 2024 Planning & Zoning meeting and September 5, 2024 Joint Workshop.

PUBLIC HEARING: ACTION

7. Conduct a Public Hearing and consider action regarding Zoning Case Z-24-0123 to amend the Northline Planned Unit Development on several parcels of land approximately 115.7076 acres ± in size, out of the William Mancil Survey, Abstract No. 437, the Talbot Chambers Survey, Abstract No. 125; and generally located south of East San Gabriel Parkway and approximately 200 feet east of US 183, Leander, Williamson County, Texas. ***[Postponed by Applicant]***

8. Conduct a Public Hearing and consider action regarding Zoning Case Z-24-0127 to amend the current zoning of Northline Planned Unit Development to adopt the Northline Retail Planned Unit Development with base zoning district of GC-2-A (General Commercial) on eight (8) parcels of land approximately 16.0602 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R517094, R031604, R646992, R646986, R646987, R646988, R646989, and R646990; and generally located southwest of the intersection of East San Gabriel Parkway and 183A Toll Road, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-24-0127 as described above.

No one spoke in favor of the request. Marshall Hines, 1801 Montana Court, Leander, TX 78641, submitted via website opposition to the request.

Motion to approve Zoning Case Z-24-0127 contingent on the approval of the Comprehensive Plan Amendment.

By: Board Member Calame
Seconded: Board Member Oliver

Vote: 4 - 0 None

9. Conduct a Public Hearing regarding Ordinance Case OR-24-0017 to amend the Subdivision Ordinance to adopt updates to the Parkland Dedication, Park Improvement, and Parkland Fee-in-Lieu regulations and requirements, and to provide for related matters; Williamson & Travis Counties, Texas. Applicant: City of Leander.

- Discuss and consider action regarding Ordinance Case OR-24-0017 as described above.

Motion to approve Ordinance Case OR-24-0017.

By: Board Member Lantrip
Seconded: Board Member Calame

Vote: 4 - 0 None

REGULAR AGENDA

10. Adjournment
Meeting adjourned at 6:51 p.m.

APPROVED

CHAIR

ATTEST:

STAFF LIAISON

Veronica Tovar

Subject: RE: Online Form Submission #3608 for Public Comments Request

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Thursday, September 12, 2024 1:04 PM
To: Dara Crabtree <dcrabtree@leandertx.gov>; Debora Penberg <dpenberg@leandertx.gov>; Stefanie Brown <sbrown@leandertx.gov>
Subject: Online Form Submission #3608 for Public Comments Request

Caution: This is an external email. DO NOT access links or attachments unless you know the sender and contents are safe. When in doubt, please notify IT Department staff.

Public Comments Request

Individuals who want to comment at the next regular meeting of the City Council or the Planning and Zoning Commission (P&Z) may complete the following request form. See Agendas and Minutes for a list of upcoming meetings.

Comments on agenda items:

- This form only applies to regular Council/P&Z meetings. It does not apply to special meetings, workshops, or other board or commission meetings.
- Comments must pertain to items that appear on the current posted Council/P&Z meeting agendas.
- Written comments will be included in the meeting record.
- Spoken comments will be limited to no more than three minutes (six minutes if translation is needed) per individual.
- This form must be submitted no later than noon on the Wednesday before the posted meeting start time.

Comments on non-agenda items:

Public comments on items not listed in the agenda will be limited to no more than 3 minutes (6 minutes if translation is needed) per individual.

This form must be submitted no later than noon on the Wednesday prior to the posted meeting start time.

(Section Break)

First Name	Marshall
Last Name	Hines
Do you live within Leander city limits?	Yes
Home Address	1801 Montana Court
City	Leander
State	TX
Zip Code	78641
Phone Number	5128699483
My comments apply to the following regular meeting:	Planning and Zoning Commission

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

Please see Agendas and Minutes for a list of upcoming meeting dates, times, and agendas.

My comments apply to the following meeting date:	9/12/2024
My agenda item or case number:	Z-24-0127
My position on the above agenda item or case number:	I am AGAINST this item.

I want to include comments at the meeting:	Yes. But I only want my written comments added to the meeting record.
My written comments	Sadly, I am unable to attend this meeting, to voice my position in person but I am writing to voice my strong opposition to item number nine on tonight's agenda, the creation of a new PUD to supplant a portion of land which is currently controlled under the Northline PUD. This PUD will be pitched, I believe, as a simple adjustment to provide a similar collection of development opportunities that Northline would provide under its existing PUD. This is demonstrably false. This new PUD effectively removes everything that made Northline special – namely creating an urban downtown in Leander centered around a transit station – and replacing it with a suburban strip center focused on auto-oriented traffic with a primary focus on the toll road. Eventually, the TIRZ board will review whether or not it's appropriate to consider reimbursement of infrastructure under Endeavour's new plan – I have a hard time understanding why allowing for auto-oriented infrastructure should be reimbursed from the TIRZ that was setup to cover infrastructure costs for an urban downtown makes sense. Alas, I digress, as that isn't really the subject of your case tonight. Ultimately the question before you is whether or not this PUD request comports with the Comprehensive Plan the city has adopted. And I think its quite plain that it doesn't. This area is squarely within the Future Land Use Category "Leander Central". It is described in the adopted 2020 Comprehensive Plan as below: The Leander Central future land use category encompasses the City's future urban center, in close proximity to Leander Station. This area is envisioned to be a very walkable area which encourages a "sense of place" and should represent the most dense, urban form Leander will have. This is a highly activated area with first floor storefronts, employment, dense residential, and entertainment. Land uses are less distinguishable and less regulated in the urban environment, where the focus is more on form than function. Important characteristics in the central location are building relationship with the street and pedestrian movement, signage, street design, and public gathering places.

This area is envisioned to be developed with an urban character, meaning development requires on-street or structured parking and an emphasis on pedestrian walkability. Vehicular circulation occurs along a grid-based network of complete streets with short blocks and focus on the safety and efficient distribution of vehicles, bikes, and pedestrians.

What you see presented by Endeavour is arguably the antithesis of the intent of this Land Use Category. It is effectively a series of strip commercial buildings and pad sites in a sea of parking. These will not be walkable. They will destroy the intended urban grid laid out in the initial Northline street grid, creating yet another characterless commercial space that looks like every other characterless commercial space up and down every highway in Texas.

I encourage you to think seriously about whether or not recommending approval of this case would simply be an action whose interest is primarily about speeding up development. And would that speed come at the expense of quality? I believe so. Do we want to be a place devoid of something special because we want to say we built something quickly?

Thank you for your consideration,
Marshall Hines

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

Email not displaying correctly? View it in your browser.

EXECUTIVE SUMMARY
9/19/2024

AGENDA SUBJECT:
Discuss and consider action on Development Agreement Case DA-24-0010 Valor School Development Agreement located on one (1) parcel of land approximately 13.796 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R430223; generally located northwest of the intersection of Kauffman Loop and CR 267, Leander, Williamson County, Texas.

BACKGROUND:
The developer is proposing to develop the property for a charter school to be constructed in multiple phases. This project warrants additional roadway and traffic improvements. Due to the timing of the construction of the school, the developer is requesting modifications to the timelines for development. The proposed agreement includes the following items:

1. Providing phasing for the public improvements associated with Kauffman Loop and CR 267.
2. Establishing the roadway adequacy payment amount.
3. Updating the timing of development to allow for the final plat to be recorded and site development permit to be issued before the subdivision construction plans are completed.
4. Adding masonry standards.

HISTORY/TIMELINE:

APPLICANT/AGENT:
Hadden + Cowan Architects (Mike Hadden) Horn on behalf of Valor Education Foundation (Jesse Bates)

RECOMMENDATION:
Staff recommends approval.

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

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Fiscal Impact

Attachments:
1. DA-24-0010 Att 1 Development Agreement
2. DA-24-0010 Att 2 Valor School

DEVELOPMENT AGREEMENT
FOR VALOR PUBLIC SCHOOLS – LEANDER CAMPUS

This Development Agreement for the Valor Public Schools – Leander Campus (the "Agreement") is made and entered into, effective as of the ___ day of _____, 2024, (the, "Effective Date") by and between the City of Leander, Texas, a Texas home rule municipal corporation (the "City"), and Valor Texas Education Foundation, a Texas non-profit corporation (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 13.796 acre tract located in Williamson County, Texas, being more particularly described in **Exhibit A** attached hereto and incorporated herein for all purposes (the "Property") and wishes to construct a facility to be used as a public school as generally shown on the conceptual phasing plan attached hereto as **Exhibit B** (the "Project"). For the purposes of this Agreement, the aforementioned conceptual phasing plan is not being submitted for review for compliance with City ordinances nor City engineering standards. The Developer desires to have certain public improvements constructed in phases, have the posting of fiscal for the public improvements in phases, resolve all roadway adequacy fees related to the Project up front, address certain aspects of the development process, and provide for masonry incentives and setbacks in the Project.

(b) The Developer plans to building the school facility in two phases. The first phase of private improvements includes the following. The second phase of private improvements will be provided in the future.
   i. Education Building (approximately 45,500 square feet);
   ii. Athletic field;
   iii. Outdoor basketball court and play area with amenities;
   iv. Parking and drive aisles,
   v. Landscaping, and
   vi. Private utilities.

(c) The City is agreeable to addressing the Developer's requests subject to the conditions and terms as described in further detail hereinbelow.

(d) The Developer will benefit from the terms of this Agreement by the expediency of staged construction and clarity of process. This Agreement will benefit the City by facilitating construction of public improvements to serve the public.

(e) 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 ten (10) years from the Effective Date hereof, subject to earlier termination as provided in this Agreement. This Agreement shall automatically terminate upon the satisfaction of all obligations, contingencies and conditions set forth herein by the Parties.

(b) The Parties further mutually agree that this Agreement shall be in full force and effect upon the Effective Date, provided that the City may terminate this Agreement if Developer defaults under

the terms of this Agreement and such default continues beyond any cure period provided for herein, fails to meet any deadlines imposed by this Agreement or the City's ordinances without the consent of or waiver by the City, or materially changes the Project without the prior consent of the City.

Section 3. Phasing of Public Improvements.

(a) Phase I public improvements shall consist of the construction of signal improvements at the intersection of Kauffman Loop and CR 267 in Leander, Texas and the construction of a north bound turn lane from Kauffman Loop to CR267 as shown on the Project. Signal improvements shall be designed and constructed to allow for all foreseeable needs of future expansion of turn lanes or roadway and consistent with the City's Master Plan ("Phase I"). The posting of fiscal surety for Phase I shall be made prior to the approval and recordation of the final plat.

(b) Phase II public improvements shall consist of the construction of a right-in-right-out approach at Driveway 1 and a northbound left turn land from Kauffman Loop to Driveway 2 as shown on the Project ("Phase II"). The required improvements may change when the Phase II site development plans are presented for review.

Section 4. Roadway Adequacy Payment.

The Roadway Adequacy Payment (the, "RAP") shall be paid by the Developer prior to the approval and recordation of the final plat. The RAP is estimated to be **$226,675** and represents the RAP required by the Project and all improvements to the Property. Should the Project be altered where the difference between the RAP required before and after the alteration deviate more than 10%, the RAP will be adjusted accordingly. This RAP dedication of right-of-way and construction of public improvements in Section 3 will address the Roadway Adequacy Standards requirements per the ordinance for the entire property identified in **Exhibit B** as long as the proposed development remains the same.

Section 5. Development Process.

(a) The permit issuance process for first phase of private improvements shall comply with the following order:
    1. Developer posts the fiscal surety for Phase I public improvements
    2. Developer pays the RAP as provided in Section 4 hereinabove.
    3. Upon the resolution of all plat comments the plat is recorded.
    4. The City will review and approve the Site Development Permit Case SD-23-0169 titled Valor Leander upon satisfying all City requirements. .
    5. The City will approve the Building Permit Case BLDC-24-00406.
    6. The City will review and approve the Public Improvement Construction Plans Case (PICP-23-0107) upon satisfying all City requirements. .

(b) The completion process shall comply with the following order:
    1. Inspections for the public improvement construction plans, site development, and building permits shall be completed and all final close out items shall be submitted. Upon completion of these items, the following will occur:
        i. The Public Improvement Construction Plans are accepted by the City Council.
        ii. The Certificate of Completion for the Site Improvements is issued.
        iii. The Certificate of Occupancy is issued.

(c) Future phases of private improvements will follow the standard city development process.

Section 6. 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. This masonry requirement will allow for the application of the masonry incentives identified in the Composite Zoning Ordinance that allow for reduced setbacks and landscaping..

(b) **Building Permits.** The Developer acknowledges and agrees that compliance with Section 6(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 6(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 7. Status of the Project.

As a requirement of this Agreement, the Project, as defined hereinabove, is required to represent: (i) substantially all the major improvements required to complete the project in compliance with City ordinance requirements and City engineering standards and (ii) substantially all improvements that require inspection and permits.

Section 8. Default. Notwithstanding anything herein to the contrary, no party shall be deemed to be in default hereunder until the passage of fourteen (14) business days after receipt by such party of notice of default from the other party. Upon the passage of fourteen (14) business days without cure of the default, such party shall be deemed to have defaulted for purposes of this Agreement; provided that if the nature of the default is that it cannot reasonably be cured within the fourteen (14) business day period, the defaulting party shall have a longer period of time as may be reasonably necessary to cure the default in question; but in no event more than sixty (60) days. In the event of default, the non-defaulting party to this Agreement may pursue the remedy of specific performance or other equitable legal remedy not inconsistent with this Agreement. All remedies will be cumulative and the pursuit of one authorized remedy will not constitute an election of remedies or a waiver of the right to pursue any other authorized remedy.

Section 9. 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 10. Attorneys Fees. A party shall not be liable to the other party for attorney fees or costs incurred in connection with any litigation between the parties, in which a party seeks to obtain a remedy from the other party, including appeals and post judgment awards.

Section 11. 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 12. 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 12. 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
PO Box 319
Leander, Texas 78646-0319
Williamson County

with copy to:

The Knight Law Firm
Attn: Paige H. Saenz
223 West Anderson Lane, #A105
Austin, Texas 78752

Any notice mailed to the Developer shall be addressed:

Valor Public Schools
Attn: Jesse Bates
11720 South MoPac expressway
Austin, TX 78739
Travis County

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

Section 13. Waiver of Alternative Benefits. The Parties acknowledge the mutual promises and obligations of the Parties expressed herein are good, valuable and sufficient consideration for this Agreement. The Parties further acknowledge the City and Developer voluntarily elected the benefits and obligations of this Agreement, as opposed to the benefits available were Developer to have elected to develop the Property without the benefits and obligations of this Agreement, pursuant to and in compliance with the applicable City ordinances. Therefore, save and except the right to enforce the obligations of the City to perform each and all of the City's duties and obligations under this Agreement, 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. The foregoing shall not restrict, prohibit or prevent Developer from pursuing and obtaining plats, permits, site plans or any other entitlements for the Project or other uses of the Property pursuant to the City's normal procedures unless provided otherwise in Section 5 of this Agreement.

Section 14. 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 15. 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 16. 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 17. 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 18. Recordation. This Agreement or a memorandum of Agreement acceptable to the City and Developer shall be recorded in the Official Public Records of Williamson County, Texas.

Section 19. 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 20. 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 21. Exhibits. The following exhibits are attached to this Agreement, and made a part hereof for all purposes:

Exhibit A – Property Description
Exhibit B – Conceptual Site Plan

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

CITY:
City of Leander, Texas
a Texas home-rule municipal corporation

By: _____

Name: Todd Parton
Title: City Manager

ATTEST:

By: _____
Dara Crabtree, City Secretary

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

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

(SEAL)

_____
Notary Public, State of Texas

VALOR PUBLIC SCHOOLS

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 20___, by _____, _____ of Valor Public Schools, a Texas _____, on behalf of said _____.

_____

(SEAL) Notary Public, State of Texas

EXHIBIT B

Description of Property

LEGEND

DOC. NO.	DOCUMENT NUMBER
VOL.	VOLUME
PG.	PAGE
FD.	FOUND
I.R.	IRON ROD
I.P.	IRON PIPE
(PD)	PAPE-DAWSON CAP
P.O.B.	POINT OF BEGINNING

SET ½" I.R.(PD)

FOUND MONUMENT (AS NOTED)

DEED/PLAT REFERENCE

D.R.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

0' 60' 120' 180'

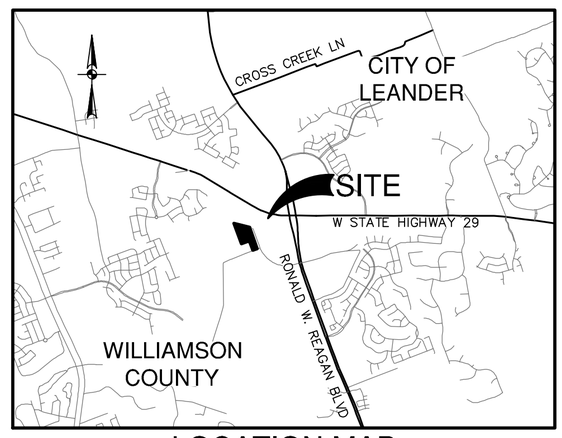
SCALE: 1"= 60'

SYMBOL LEGEND

—	CMP	CORRUGATED METAL PIPE
□	EBOX	ELECTRIC BOX
		GATE (SIZE AS NOTED)
→	GUY	GUY ANCHOR
	UP	UTILITY POLE
	UPT	UTILITY POLE W/TRANSFORMER
	RPOLE	RISER POLE
⊠	CPED	COMMUNICATION, TELEPHONE, CABLE PEDESTAL
(S)	SSMH	SANITARY SEWER MANHOLE
		ADVERTISING/ROAD/UTILITY SIGN WITH DESCRIPTION
(W)	WM	WATER METER
W	WV	WATER VALVE
(W)		WELL

LINE LEGEND

—OHE—OHE—OHE—OHE—	OVERHEAD ELECTRIC
— x — x — x — x —	BARBED WIRE FENCE
— □ — □ — □ — □ —	HOG WIRE FENCE
—<>—<>—<>—<>—	CHAIN LINK FENCE
—W—W—W—W—	POTABLE WATER LINE



LOCATION MAP
1" = 5000'

FD. ½" I.R.
N76°03'20"W 115.74'
FD. ½" I.R.
WASTEWATER LINE EASEMENT AND RIGHT-OF-WAY TO WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 12 DOC. NO. 2009004356 (O.P.R.) (PERMANENT EASEMENT)
TEMPORARY CONSTRUCTION EASEMENT TO WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 12 DOC. NO. 2009004356 (O.P.R.)
A CALLED 52.35 ACRE TRACT
OWNER: ZEKELMAN PROPERTY LEANDER 53
DOC. NO. 2021128467 (O.P.R.)
S76°09'48"E 757.63'
BARBED WIRE FENCE ON LINE
10e EASEMENT AGREEMENT FOR ACCESS AND UTILITIES DOC. NO. 2007013668 (O.P.R.)
FD. I.R.(RPLS 2218)
S76°15'24"E 120.72'
15X20" C.M.P.
15X20" C.M.P.
FD. ½" I.R.
A CALLED 10.00 ACRE TRACT
OWNER: LISA RONAN
DOC. NO. 2022030466 (O.P.R.)
N20°03'58"W 986.25'
BARBED WIRE FENCE
WILLIAM H. MONROE SURVEY
ABSTRACT NO. 453
13.797 ACRES
(600,994 SQUARE FEET)
A CALLED 13.796 ACRE TRACT
OWNER: KAUFFMAN LOOP LLC
DOC. NO. 2021072344 (O.P.R.)
EDGE OF PAVEMENT
20X26" C.M.P.
DRIVEWAY
20X26" C.M.P.
KAUFFMAN LOOP
(100' R.O.W.)
DOC. NO. 2007070179 (O.P.R.)
GUY
RPOLE
UPT
OHE
DIRT/GRAVEL PATCH
SIGN
UP
GUY
DIRT ROAD
FD. ½" I.R.
NO OUTLET SIGN
FD. I.R.(G&R)
S69°55'45"W 393.64'
BARBED WIRE FENCE
UKV
BARBED WIRE FENCE
S20°05'31"E 1046.09'
20X16" C.M.P.
DRIVEWAY
SSMH
AIR RELEASE VALVE
20X26" C.M.P.
EDGE OF PAVEMENT
A CALLED 1.00 ACRE TRACT
OWNER: BRAZOS ELECTRIC POWER COOPERATIVE INC.
DOC. NO. 2002068771 (O.P.R.)
N20°05'13"W 482.70'
15X20" C.M.P.
DRIVEWAY
15X20" C.M.P.
A CALLED 3.70 ACRE TRACT
OWNER: BRAZOS ELECTRIC POWER COOPERATIVE INC.
VOL. 823, PG. 20 (D.R.)
DIRT ROAD
100.31' O.C.C. SIGN
FD. I.R.(G&R)
S69°52'40"W 235.48'
P.O.B.
FD. I.R.(ILLEGIBLE)
UTILITY
EDGE OF PAVEMENT
EDGE OF PAVEMENT
WV
FD. I.R.()
SIGN
FH
FU
(ILLEGIBLE)
EBOX
SIGN
EBOX
WM
AU
COUNTY ROAD 267
(VARIABLE WIDTH RIGHT OF WAY)
MATCHLINE SHEET 2 OF 2

NOTES:

1) ½" IRON ROD WITH YELLOW CAP MARKED "PAPE-DAWSON" SET AT SUBJECT PROPERTY CORNERS UNLESS NOTED OTHERWISE.
2) THE BEARINGS FOR THIS SURVEY ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE.
3) THE SURVEYOR DOES NOT HAVE KNOWLEDGE AS TO THE AVAILABILITY OF SERVICE TO, OR THE STATUS OF THE UTILITIES ON THIS SITE.
4) THE PROFESSIONAL SERVICES PROVIDED HEREWITH INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.
5) THE SURVEYED PROPERTY IS WITHIN THE FOLLOWING FLOOD ZONE(S) AS DEPICTED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (F.E.M.A.) FLOOD INSURANCE RATE MAP NUMBER 48491C0275E DATED SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS AND INCORPORATED AREAS . THIS DATA IS AVAILABLE ON THE WEBSITE WWW.MSC.FEMA.GOV
   ZONE X (UNSHADED)
   AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
6) FLOOD LIMIT LINES DO NOT REPRESENT THAT THE PROPERTY WILL OR WILL NOT FLOOD. SUCH LINES AND AREAS ARE FROM SAID FEDERAL EMERGENCY MANAGEMENT AGENCY DATA SOURCES AND ARE STATISTICAL ONLY. THE SURVEYOR ACCEPTS NO RESPONSIBILITY FOR THE ACCURACY OF SAID DATA
7) SURVEYED PROPERTY HAS DIRECT ACCESS TO COUNTY ROAD 267, A PUBLIC RIGHT OF WAY WITHOUT GAPS OR GORES, AND HAS DIRECT ACCESS TO KAUFFMAN LOOP, A PUBLIC RIGHT OF WAY WITHOUT GAPS OR GORES.
8) NO PARKING AREAS WERE OBSERVED ON THE SURVEYED PROPERTY.
9) THERE WAS NO OBSERVABLE EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITION AT THE TIME OF THIS SURVEY .
10) THERE WAS NO OBSERVABLE EVIDENCE OF RECENT CHANGE IN STREET RIGHTS-OF-WAY AT THE TIME THE FIELD WORK WAS CONDUCTED.
11) THE DIRECTIONS, DISTANCES AND CURVE DATA SHOWN HEREON CONSTITUTE THE MATHEMATICAL CLOSURE OF THE SURVEYED BOUNDARY.

FIELD NOTES
FOR

A 13.797 ACRE TRACT OF LAND, BEING SITUATED IN THE WILLIAM H. MONROE, ABSTRACT NO. 463, IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF A CALLED 13.796 ACRE TRACT OF LAND CONVEYED TO KAUFFMAN LOOP LLC, RECORDED IN DOCUMENT NO. 2021072344 OF WILLIAMSON COUNTY, TEXAS. SAID 13.797 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE:

BEGINNING at an iron rod with illegible cap found on a point in the north right-of-way line of County Road 267, a variable width right-of-way, said point being the southwest corner of Kauffman Loop, a 100- right-of-way as described in Donation Special Warranty Deed recorded in Document No. 2007070179 of the Official Public Records of Williamson County, Texas, same being the southeast corner of said 13.796-acre tract for the southeast corner and POINT OF BEGINNING hereof;

THENCE S 69°52'40" W, departing the west right-of-way line of said Kauffman Loop, with the north right-of-way line of said County Road 267, same being the south boundary line of said 13.796-acre tract, a distance of 235.48 feet to an iron rod with cap marked "G&R" found on a point in the north right-of-way line of said County Road 267, said point being the southernmost southwest corner of said 13.796-acre tract, same being the southeast corner of a called 1.00-acre tract conveyed to Brazos Electric Power Cooperative Inc., recorded in Document No. 2002068771 of the Official Public Records of Williamson County, Texas for the southernmost southwest corner hereof;

THENCE N 20°05'13" W, departing the north right-of-way line of said County Road 267, with a west boundary line of said 13.796-acre tract, same being the east boundary line of said 1.00-acre tract, a distance of 482.70 feet to a ½" iron rod found at the southwest ell corner of said 13.796-acre tract, same being the northeast corner of said 1.00-acre tract for the southwest ell corner hereof;

THENCE S 69°55'45" W, with a south boundary line of said 13.796-acre tract, same being the north boundary line of said 1.00-acre tract, a distance of 393.64 feet to an iron rod with cap marked "G&R found on a point in the east boundary line of a called 10.00-acre tract conveyed to Lisa Ronan, recorded in Document No. 2022030466 of the Official Public Records of Williamson County, Texas, said point being the westernmost southwest corner of said 13.796-acre tract, same being the northwest corner of said 1.00-acre tract for the westernmost southwest corner hereof;

THENCE N 20°03'58" W, with the west boundary line of said 13.796-acre tract, same being the east boundary line of said 10.00-acre tract, a distance of 986.25 feet to a ½" iron rod found on a point in the southwest boundary line of a called 52.35-acre tract conveyed to Zekelman Property Leander 53, recorded in Document No. 2021128467 of the Official Public Records of Williamson County, Texas, said point being the northwest corner of said 13.796-acre tract, same being the northeast corner of said 10.00-acre tract for the northwest corner hereof;

THENCE S 76°09'48" E, with the northeast boundary line of said 13.796-acre tract, same being the southwest boundary line of said 52.35-acre tract, a distance of 757.63 feet to an iron rod with cap marked "RPLS 2218" found on a point in the southwest boundary line of said 52.35-acre tract, said point being the northwest corner of said Kauffman Loop, same being the northeast corner of said 13.796-acre tract for the northeast corner hereof;

THENCE S 20°05'31" E, departing the southwest boundary line of said 52.35-acre tract, with the west right-of-way line of said Kauffman Loop, same being the east boundary line of said 13.796-acre tract, a distance of 1046.09 feet to the POINT OF BEGINNING and containing 13.797 acres in Williamson County, Texas. Said tract being described in accordance with an on the ground survey prepared by Pape-Dawson Engineers, Inc. under Job No. 51402-00.

REFERENCES:

This survey was prepared in conjunction with, but not solely relying on, the Title Commitment listed below.

Title Commitment: G.F. No. 2859CM
Old Republic National Title Insurance Company
Date Effective: October 30, 2022
Date Issued: November 14, 2022

10. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):

a. Rights of parties/tenants in possession. (Upon receipt and approval of an of an Affidavit as to Possession executed by Seller, this item will be amended or deleted.) (Owner's Title Policy Only) (Not a Survey Matter)
b. Intentionally deleted.
c. Intentionally deleted.
d. Intentionally deleted.
e. Terms and provisions of Easement Agreement for Access and Utilities recorded in Document No. 2007013668, Official Public Records, Williamson County, Texas. (As Shown Hereon)
f. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges and immunities relating thereto, appearing in the public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.
g. Section 14 of the conditions of this Policy is hereby deleted as to Arbitration (OTP) (Not a survey matter)
h. Section 13 of the conditions of this Policy is hereby deleted as to Arbitration (LTP) (Not a survey matter)

I HEREBY CERTIFY; VALOR TEXAS EDUCATION FOUNDATION, A TEXAS NON-PROFIT CORPORATION d/b/a VALOR PUBLIC SCHOOLS, TO KAUFFMAN LOOP LLC, A TEXAS LIMITED LIABILITY COMPANY AND TO OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY,

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1-4, 8 & 9, OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON MAY 18, 2023.

VALERIE ZURCHER
STATE OF TEXAS REGISTRATION NO. 6222
PAPE-DAWSON ENGINEERS
10801 N. MOPAC EXPY.
BLDG. 3, SUITE 200
AUSTIN, TX 78759

08.31.2023
DATE

STATE OF TEXAS REGISTERED VALERIE ZURCHER 6222 PROFESSIONAL LAND SURVEYOR

PROJECT NAME: VALOR

SHEET 1 OF 2
JOB NO. 51402-00
DATE MAY 2023
CHECKED --- DRAWN ---
CIVIL JOB NO. 51402-00
REFERENCE: 51283-00

ALTA/ACSM LAND TITLE SURVEY

A 13.797 ACRE TRACT OF LAND, BEING SITUATED IN THE WILLIAM H. MONROE, ABSTRACT NO. 463, IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF A CALLED 13.796 ACRE TRACT OF LAND CONVEYED TO KAUFFMAN LOOP LLC, RECORDED IN DOCUMENT NO. 2021072344 OF WILLIAMSON COUNTY, TEXAS.

PAPE-DAWSON ENGINEERS
AUSTIN I SAN ANTONIO I HOUSTON I FORT WORTH I DALLAS
10801 N MOPAC EXPY, BLDG 3, STE 200 I AUSTIN, TX 78759 I 512.454.8711
TBPE FIRM REGISTRATION #470 I TBPLS FIRM REGISTRATION #10028801

NO.	REVISION	DATE
1	ADD ADDITIONAL KAUFFMAN LOOP TOPOGRAPHIC INFORMATION	08.31.2023

NOTES:

1) ½" IRON ROD WITH YELLOW CAP MARKED "PAPE-DAWSON" SET AT SUBJECT PROPERTY CORNERS UNLESS NOTED OTHERWISE.
2) THE BEARINGS FOR THIS SURVEY ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE.
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   ZONE X (UNSHADED)

   AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
6) FLOOD LIMIT LINES DO NOT REPRESENT THAT THE PROPERTY WILL OR WILL NOT FLOOD. SUCH LINES AND AREAS ARE FROM SAID FEDERAL EMERGENCY MANAGEMENT AGENCY DATA SOURCES AND ARE STATISTICAL ONLY. THE SURVEYOR ACCEPTS NO RESPONSIBILITY FOR THE ACCURACY OF SAID DATA
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11) THE DIRECTIONS, DISTANCES AND CURVE DATA SHOWN HEREON CONSTITUTE THE MATHEMATICAL CLOSURE OF THE SURVEYED BOUNDARY.

LEGEND

DOC. NO.	DOCUMENT NUMBER
VOL.	VOLUME
PG.	PAGE
FD.	FOUND
I.R.	IRON ROD
I.P.	IRON PIPE
(PD)	PAPE-DAWSON CAP
P.O.B.	POINT OF BEGINNING

SET ½" I.R.(PD)

FOUND MONUMENT (AS NOTED)

DEED/PLAT REFERENCE

D.R.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

0' 60' 120' 180'

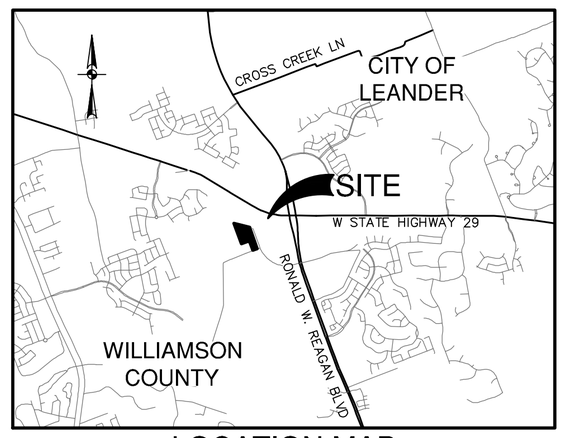
SCALE: 1"= 60'

SYMBOL LEGEND

—	CMP	CORRUGATED METAL PIPE
□	EBOX	ELECTRIC BOX
		GATE (SIZE AS NOTED)
→	GUY	GUY ANCHOR
	UP	UTILITY POLE
	UPT	UTILITY POLE W/TRANSFORMER
	RPOLE	RISER POLE
⊠	CPED	COMMUNICATION, TELEPHONE, CABLE PEDESTAL
(S)	SSMH	SANITARY SEWER MANHOLE
—o—		ADVERTISING/ROAD/UTILITY SIGN WITH DESCRIPTION
(W)	WM	WATER METER
W	WV	WATER VALVE
(W)		WELL

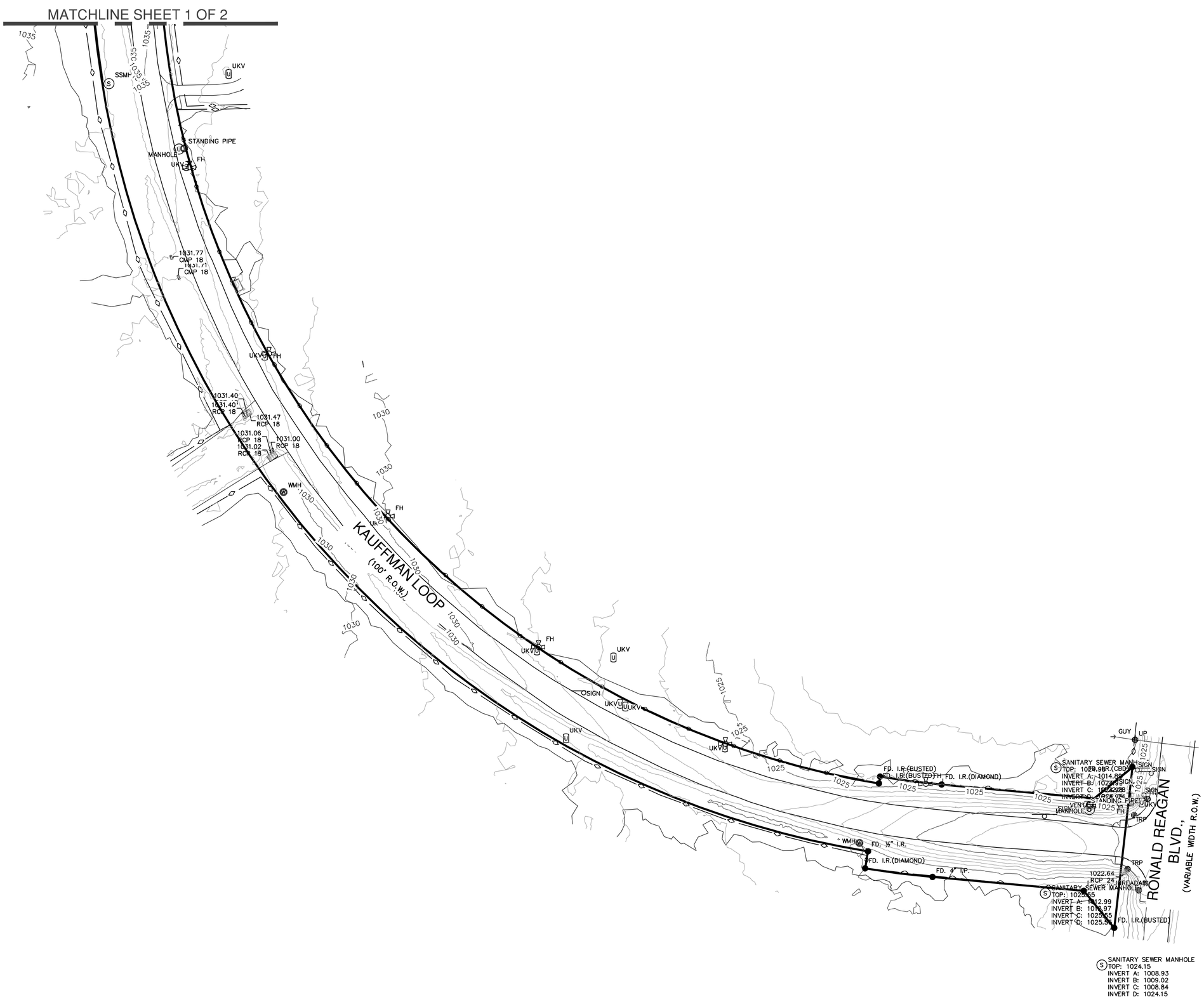
LINE LEGEND

—OHE—OHE—OHE—OHE—	OVERHEAD ELECTRIC
—x—x—x—x—	BARBED WIRE FENCE
—□—□—□—□—	HOG WIRE FENCE
—<>—<>—<>—<>—	CHAIN LINK FENCE
—W—W—W—W—	POTABLE WATER LINE



LOCATION MAP
1" = 5000'

MATCHLINE SHEET 1 OF 2



PROJECT NAME: VALOR

TOPOGRAPHIC SURVEY

A 13.797 ACRE TRACT OF LAND, BEING SITUATED IN THE WILLIAM H. MONROE, ABSTRACT NO. 463, IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF A CALLED 13.796 ACRE TRACT OF LAND CONVEYED TO KAUFFMAN LOOP LLC, RECORDED IN DOCUMENT NO. 2021072344 OF WILLIAMSON COUNTY, TEXAS.

JOB NO. 51402-00
DATE MAY 2023
CHECKED --- DRAWN ---
CIVIL JOB NO. 51402-00
REFERENCE: 51283-00
SHEET 2 OF 2

PAPE-DAWSON ENGINEERS
AUSTIN I SAN ANTONIO I HOUSTON I FORT WORTH I DALLAS
10801 N MOPAC EXPY, BLDG 3, STE 200 I AUSTIN, TX 78759 I 512.454.8711
TBPE FIRM REGISTRATION #470 I TBPLS FIRM REGISTRATION #10028801

NO.	REVISION	DATE
1	ADD ADDITIONAL KAUFFMAN LOOP TOPOGRAPHIC INFORMATION	08.31.2023

EXHIBIT B

Conceptual Phasing Plan

A CALLED 3.70 ACRE TRACT
OWNER: BRAZOS ELECTRIC POWER COOPERATIVE INC.
VOL. 823, PG. 20 (D.R.)

A CALLED 13.796 ACRE TRACT
OWNER: KAUFFMAN LOOP LLC
DOC. NO. 2021072344 (O.P.R.)

1.00 AC
BRAZOS ELECTRIC POWER COOPERATIVE INC.
DOC. NO. 2002068771 (O.P.R.)

2.5' PUBLIC UTILITY, LANDSCAPE AND ACCESS EASEMENT.

EXISTING EDGE OF PAVEMENT

10' PUBLIC UTILITY, LANDSCAPE AND ACCESS EASEMENT.

COUNTY ROAD 267
(VARIABLE WIDTH RIGHT OF WAY)

43.157 AC
HOWARD BARKLEY WEDEMEYER
DOC. NO. 2008017931

PROPOSED TYPE - 2 COMMERCIAL DRIVEWAY - PH1

10' PUBLIC UTILITY, LANDSCAPE AND ACCESS EASEMENT.

PROPOSED TYPE - 2 COMMERCIAL DRIVEWAY - PH1

10' SIDEWALK - PH1

10' SIDEWALK - PH1

10' SIDEWALK - PH1

PROPOSED SIGNAL - PH1

PROPOSED NORTH BOUND LEFT TURN LANE STRIPING - PH1
(12' WIDE, 270' TURN LANE WITH 50' TAPER)

EXISTING EDGE OF PAVEMENT

EXISTING SOLID EDGE WHITE LINE

KAUFFMAN LOOP
(100' R.O.W.)
2.329 AC
WILLIAMSON COUNTY, TX
DOC. NO. 2021072179 (O.P.R.)

PROPOSED SIGNAL - PH1

APPROXIMATE LOCATION OF DRIVEWAY PER PROJECT 22-PP-014 (BY OTHERS)

EXISTING EDGE OF PAVEMENT

53 AC
ZEKELMAN PROPERTY LEANDER 53
DOC. NO. 2021128467

0 50' 100'
GRAPHIC SCALE 50'

LEGEND

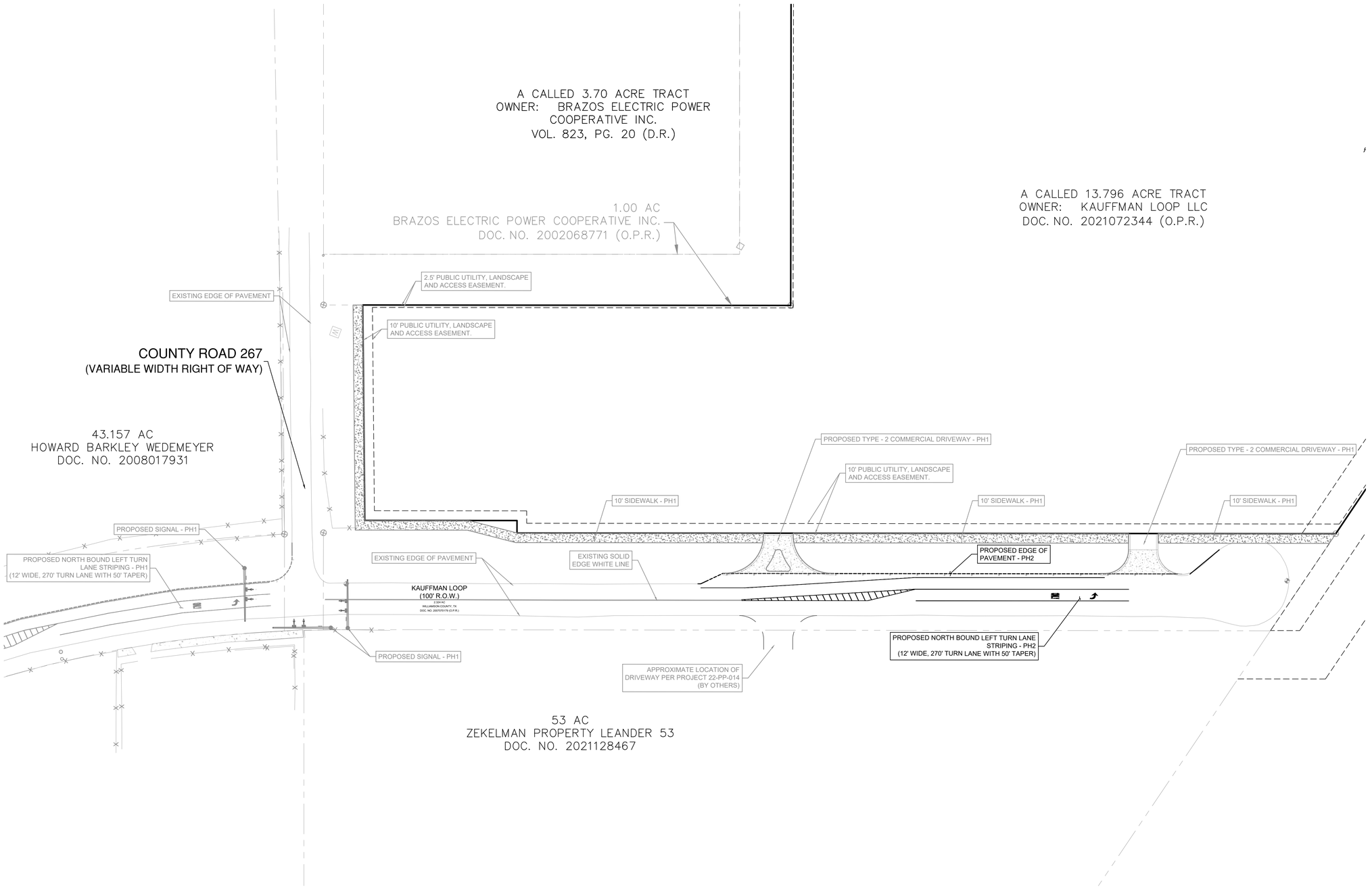
- PROPERTY LINE
- ADJACENT PROPERTY LINE
- PROPOSED EDGE OF PAVEMENT - PH1
- PROPOSED PAVEMENT STRIPING - PH1
- PROPOSED TRAFFIC SIGNAL - PH 1
- PROPOSED 10' CONCRETE SIDEWALK - PH1

Valor Leander PICP - Phasing Plan (Phase 1)

City of Leander, Texas
September, 2024

Kimley»Horn
10814 Jollyville Road
Campus IV, Suite 200
Austin, TX 78759
512-418-1771
State of Texas Registration No. F-928

NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY, TOPOGRAPHY, UTILITIES, CONTACT WITH THE CITY, ETC.



LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- PROPOSED EDGE OF PAVEMENT - PH1
- PROPOSED PAVEMENT STRIPING - PH1
- PROPOSED EDGE OF PAVEMENT - PH2
- PROPOSED PAVEMENT STRIPING - PH2
- PROPOSED TRAFFIC SIGNAL - PH 1
- PROPOSED 10' CONCRETE SIDEWALK - PH1

Valor Leander PICP - Phasing Plan (Phase 2)

City of Leander, Texas
September, 2024

Kimley»Horn
10814 Jollyville Road
Campus IV, Suite 200
Austin, TX 78759
512-418-1771
State of Texas Registration No. F-928

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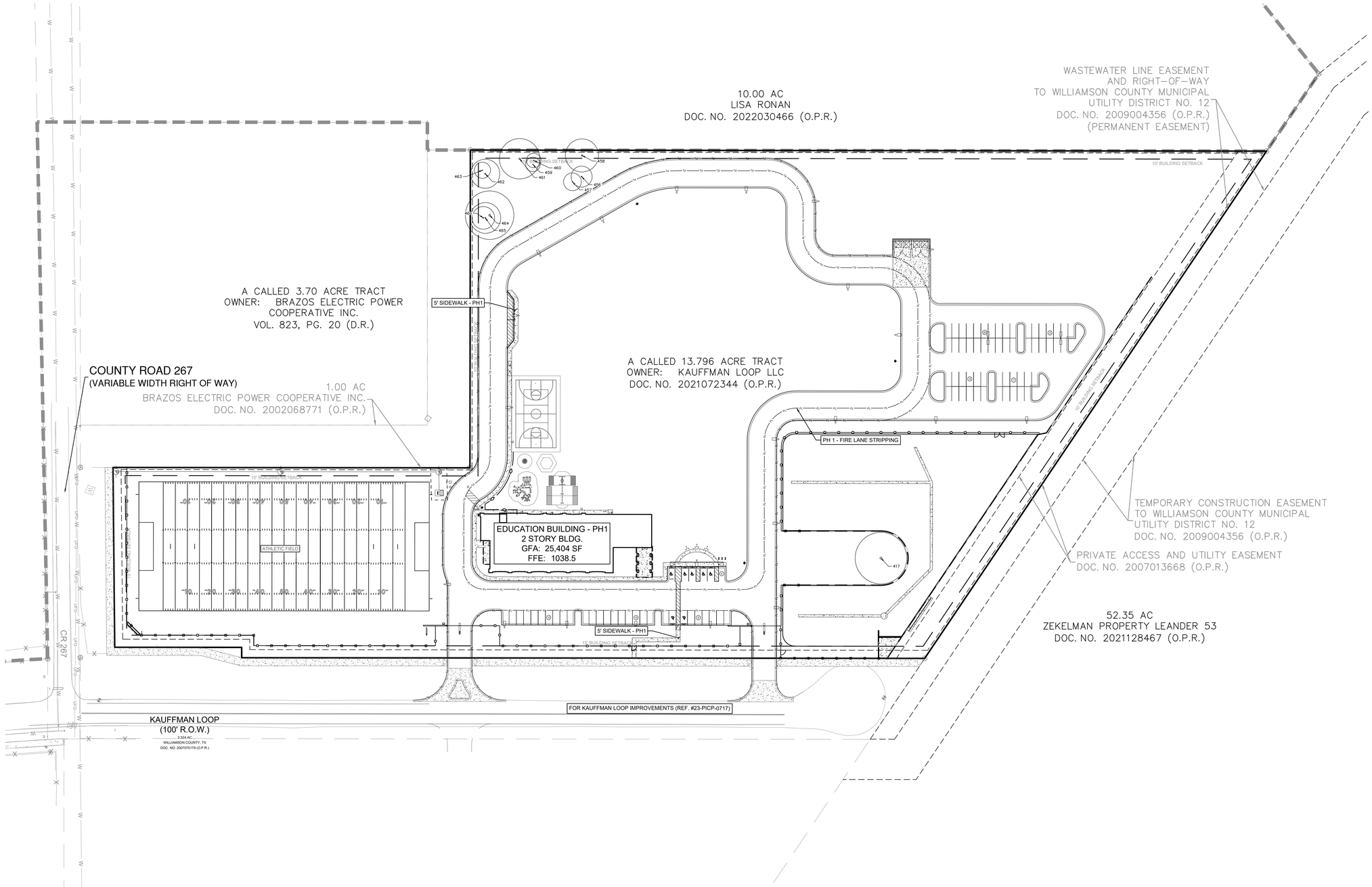
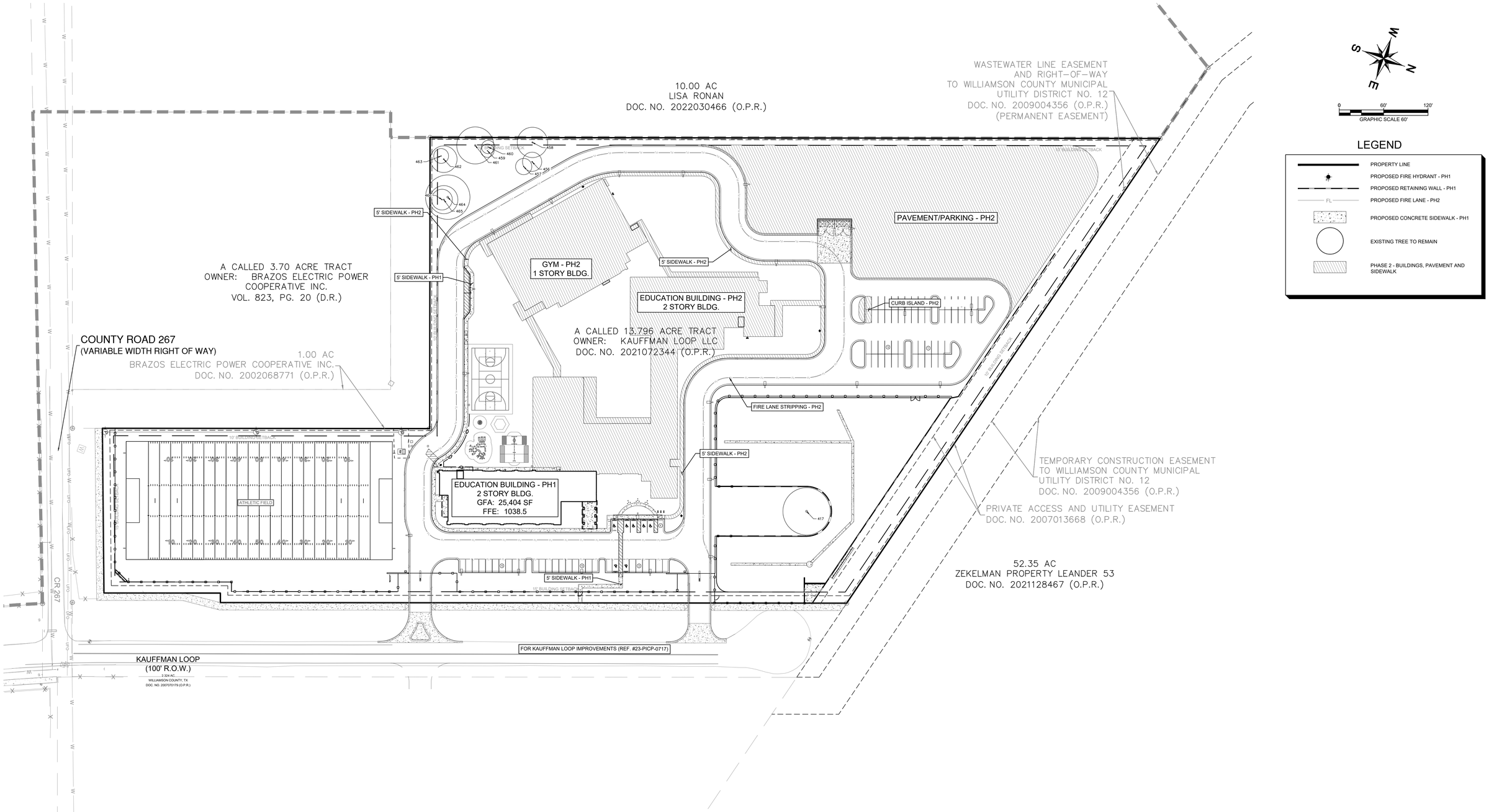


Valor Leander SD - Phasing Plan (Phase 1)

City of Leander, Texas
September, 2024

Kimley»Horn
10814 Jollyville Road
Campus IV, Suite 200
Austin, TX 78759
512-418-1771
State of Texas Registration No. F-928

NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY, TOPOGRAPHY, UTILITIES, CONTACT WITH THE CITY, ETC.

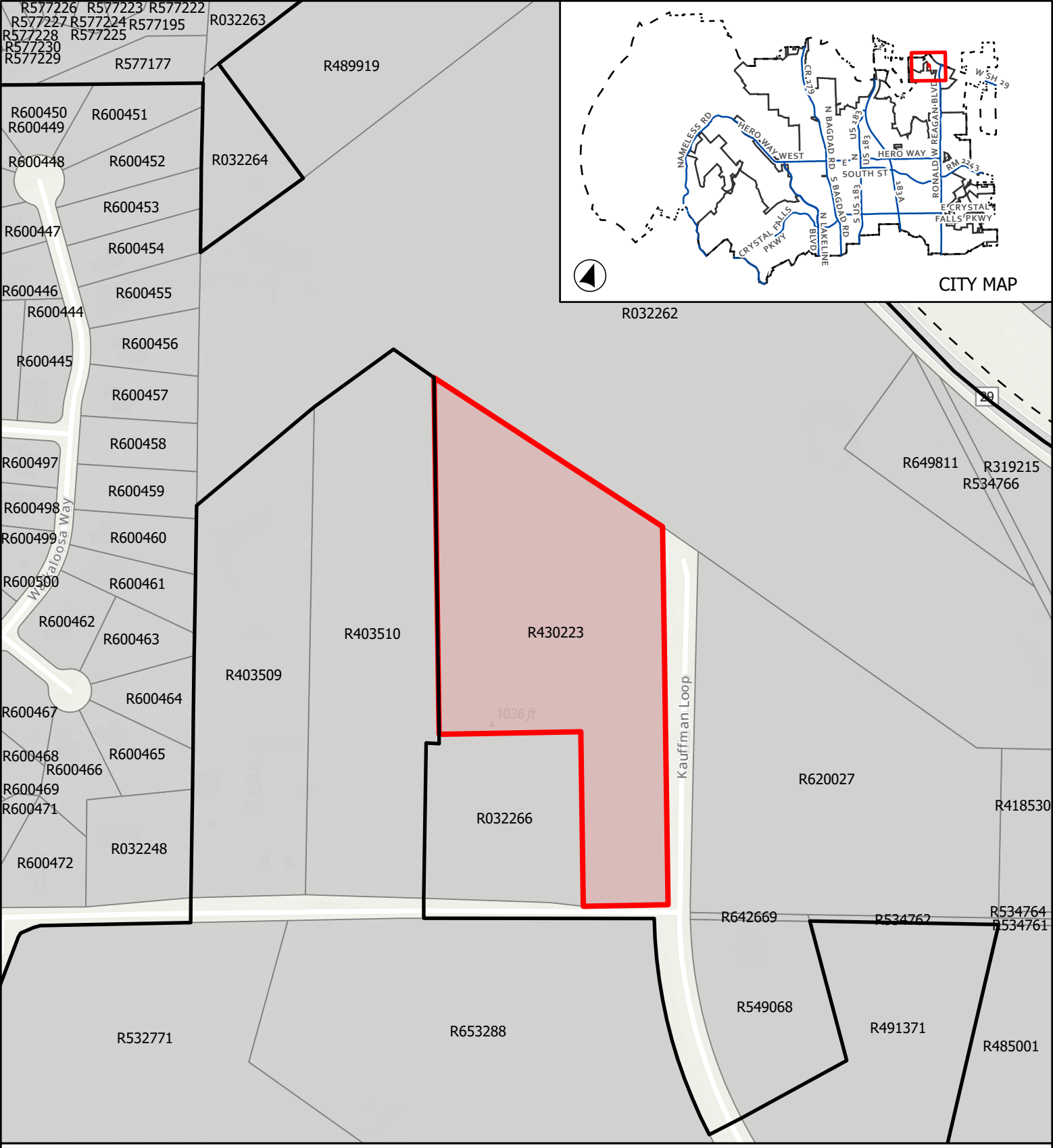


Valor Leander SD - Phasing Plan (Phase 2)

City of Leander, Texas
September, 2024

Kimley»Horn
10814 Jollyville Road
Campus IV, Suite 200
Austin, TX 78759
512-418-1771
State of Texas Registration No. F-928

NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY, TOPOGRAPHY, UTILITIES, CONTACT WITH THE CITY, ETC.



CASE: DA-24-0010

ATTATCHMENT 2

VALOR SCHOOL DEVELOPMENT AGREEMENT

Public Notification

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

0 165 330

Feet

City Limits

ETJ Boundary

Subject Boundary

EXECUTIVE SUMMARY
9/19/2024

AGENDA SUBJECT:
Receive a presentation regarding a Development Proposal Review regarding a petition for a Comprehensive Plan Amendment for a residential development located northwest of the intersection of CR 175 and Journey Parkway, Leander, Texas, Williamson County.

BACKGROUND:
The City Council adopted a process to allow a developer the opportunity to present their case to the City Council and receive any feedback or opinions that the City Council may offer prior to the developer submitting applications for the proposed development. Any statements, feedback, or opinions given by the City Council shall not constitute approval of any development-related application and shall not be binding on the City Council with respect to any applications that are later considered by the City Council related to the development.

This process is voluntary and is not required for the submittal of applications. At the end of the meeting the City Council will take action on the request. If approved, the approval will expire six (6) months after action. This presentation is not a public hearing; however, citizens are able to sign up to speak at the meeting.

Below, please find some additional information regarding the property and the future land use categories:

- The subject property is currently located within a Neighborhood Center at the northwest corner of CR 175 and Journey Parkway. The proposal is part of a 52-acre site that is proposed to include70' wide lots with shared amenities.
- The Neighborhood Center future land use category is intended for areas that will be developed mostly as nonresidential uses that are of an appropriate use, scale, and design that is compatible with abutting or adjacent residential uses.
- The Neighborhood Residential land use category is intended to be developed primarily as new single-family detached residential subdivisions with associated amenities, such as parks, trails, open space areas, and elementary schools.
- The surrounding land uses include single-family neighborhoods on all four sides. During the meeting of April 18, 2024, the City Council approved a Comprehensive Plan Amendment along Journey Parkway to replace the Mixed-Use Corridor category with Neighborhood Residential for the Burleson subdivision, located east of this site. Most recently, a development proposal to replace the Employment Center future land use category with Neighborhood Residential located north of this site, near the intersection of CR 175 and RM 2243, was supported by City Council during the July 18, 2024 meeting.

HISTORY/TIMELINE:

APPLICANT/AGENT:
Kimley-Horn (Ethan Harwell) on behalf of Jane Simpson Russell & John R. Russell and Peggy Borho Simpson (Christy Simpson Ledbetter)

RECOMMENDATION:

PRESENTER:
Ethan Harwell, AICP, Planner, Kimley-Horn

Fiscal Impact

Attachments:

1. Att 1 Application
2. Att 2 Aerial Map
3. Att 3 Pre-Development Meeting Notes
4. Att 4 Letter of Intent
5. Att 5 Concept Plan
6. Att 6 Land Use Map
7. Att 7 Simpson Tract Development Proposal Presentation

CITY OF LEANDER
PO BOX 319
LEANDER, TX 78646

DEVELOPMENT PROPOSAL REVIEW APPLICATION & CHECKLIST

Project Name: The Simpson Tract

Submittal Date: September 6, 2024

This application and checklist is provided as a service of the City of Leander. Its purpose is to assist the applicant in preparing a proposal that meets City standards so it can be expedited through the review process.

Please either submit a thumb drive / disk or email the Planning Department the submittal documents for review at planning@leandertx.gov.

INSTRUCTIONS

- A developer who wishes to develop land within the city limits and who may require a comprehensive plan amendment can submit a petition to the City Council for review prior to submitting development applications to the City.
- A Pre-Development meeting is required to be scheduled prior to submission of the Development Proposal Review application. These meetings are scheduled every Monday starting at 2:30 p.m. (if Monday is a holiday it is held on the first working day of the week). Please make an appointment with the Planning Department (512) 528-2751.
- Current applications and City ordinances may be found on the City's website (www.leandertx.gov) or at City Hall. Incomplete applications will be returned for additional information prior to review and placement on the City Council agenda. Once the application has been received as complete, the case will be placed on the next available City Council agenda.
- Presentations to City Council should not exceed 10 minutes without prior approval of the City Council.
- The purpose of the development proposal review process will be to allow a developer the opportunity to present their case to the City Council and receive any feedback or opinions that the City Council may offer prior to the developer submitting development applications for the proposed development. Any statements, feedback, or opinions given by the City Council shall not constitute approval of any development-related application and shall not be binding on the City Council with respect to any applications that are later considered by the City Council related to the proposed development.
- A development proposal review is voluntary and is not a prerequisite for a developer to submit land development-related application to the City. The development proposal review request will not constitute an application for a permit under Chapter 245, Texas Local Government Code, and shall not otherwise constitute a basis for vesting or grandfathering the proposed development.
- At the end of the meeting, the Council will take action on the request. If approved, the approval will expire six months after action. This presentation is not a public hearing, however, citizens are able to sign up to speak at the meeting.

REQUIRED ITEMS FOR SUBMITTAL

- ❑ Email or submit a disk/thumb drive including the following submittal documents in PDF:
  - ❍ Deed for the property
  - ❍ Aerial Map with the property location identified
  - ❍ Future Land Use Map with the property location identified
  - ❍ Development Meeting notes
  - ❍ PowerPoint Presentation for the City Council Meeting (suggested items: maps, aerials, etc)
  - ❍ Any other proposed site plans, layouts, etc for review by the Council

PROJECT INFORMATION

Street Address/Location Description: 2300 and 2310 CR 175

Subdivision Name: n/a Section: n/a Lot(s): n/a Block: n/a

Legal Description: Approximately 52.11 acres in the A. Carr Survey, Abstract No. 122

Zoning District: n/a - ETJ
(USE-SITE-ARCHITECTURE)

Future Land Use Category (as identified on the Future Land Use Map: Neighborhood Center - Solid, Neighborhood Center, and Neighborhood Residential

Presenter Name, Company, & Title:

Brief Summary of Proposal: The 52 acre site is proposed to include approximately 148 homes on 70' wide lots with shared amenities.

APPLICANT INFORMATION:

Please Note: The signature also indicates that the applicant or his agent has reviewed the requirements of this checklist and all items on this checklist have been addressed and complied with. If there are multiple property owners, please submit multiple copies of this sheet.

The agent is the official contact person for this project and the single point of contact. All correspondence and communication will be conducted with the agent. If no agent is listed, the owner will be considered the agent.

(Check One):

___ *I, the owner, will represent this application with the City of Leander.*

x *I, the owner, hereby authorize the person named below to act as my agent in processing this application with the City of Leander.*

OWNERSHIP INFORMATION:

Property Owner: Christy Simpson Ledbetter **Company:** Independent Executor of The Estate of Peggy Borho Simpson

(If property ownership is in the name of a partnership, corporation, joint venture, trust or other entity, please list the official name of the entity and the name of the managing partner.

Phone: N/A Fax: N/A

Address: 336 S Congress Ave, Ste 100 City: Austin State: TX Zip: 78704

Email: N/A Mobile: N/A

By signing this form, the owner of the property authorizes the City Council of Leander to discuss the proposed development. Owner further acknowledges that submission of an application does not in any way obligate the City to approve the application. The owner understands that the development proposal review request will not constitute an application for a permit under Chapter 245, Texas Local Government Code, and shall not otherwise constitute a basis for vesting or grandfathering the proposed development. By indicating an agent on the application, the property owner authorizes the agent to represent the request and all official contact will be between the City of Leander and the agent.

Owner's Signature: Christy Simpson Ledbetter **Date:** 9-4-2024

THE STATE OF Texas §

§ KNOW ALL MEN BY THESE PRESENTS

COUNTY OF Travis §

Before me, Ashley Brake, on this day personally appeared Christy Simpson Ledbetter known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 4th day of September, 2024.

NOTARY PUBLIC STATE OF TEXAS
ASHLEY BRAKE
My Notary ID # 132793734
Expires November 20, 2024

Notary Public's Signature

My Commission Expires: 11-20-24

AGENT INFORMATION:

If an agent is representing the owner of the property, please complete the following information:

Agent Name: Ethan Harwell **Company:** Kimley-Horn

Phone: 512-580-5803 Fax:

Address: 10814 Jollyville Rd, Suite 200 City: Austin State: TX Zip: 78759

Email: ethan.harwell@kimley-horn.com Mobile:

I hereby attest that I prepared this application/checklist and that all information shown hereon is correct and complete to the best of my knowledge.

Signature | Ethan Harwell *Name (printed)* | 9/6/2024 *Date*

APPLICANT INFORMATION:

Please Note: The signature also indicates that the applicant or his agent has reviewed the requirements of this checklist and all items on this checklist have been addressed and complied with. If there are multiple property owners, please submit multiple copies of this sheet..

The agent is the official contact person for this project and the single point of contact. All correspondence and communication will be conducted with the agent. If no agent is listed, the owner will be considered the agent.

(Check One):

___ *I, the owner, will represent this application with the City of Leander.*

X ___ *I, the owner, hereby authorize the person named below to act as my agent in processing this application with the City of Leander.*

OWNERSHIP INFORMATION:

Property Owner: Paul G. Ledbetter and Christy D. Ledbetter **Company:** _____

(If property ownership is in the name of a partnership, corporation, joint venture, trust or other entity, please list the official name of the entity and the name of the managing partner.

Phone: _____ Fax: _____

Address: 2300 County Road 175 City: Leander State: TX Zip: 78641

Email: _____ Mobile: _____

By signing this form, the owner of the property authorizes the City Council of Leander to discuss the proposed development. Owner further acknowledges that submission of an application does not in any way obligate the City to approve the application. The owner understands that the development proposal review request will not constitute an application for a permit under Chapter 245, Texas Local Government Code, and shall not otherwise constitute a basis for vesting or grandfathering the proposed development. By indicating an agent on the application, the property owner authorizes the agent to represent the request and all official contact will be between the City of Leander and the agent.

Owner's Signature: Paul G Ledbetter Christy D Ledbetter **Date:** 9-4-2024

THE STATE OF Texas §

§ KNOW ALL MEN BY THESE PRESENTS

COUNTY OF Travis §

Before me, Ashley Brake, on this day personally appeared Paul G Ledbetter Christy Ledbetter known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 4th day of September, 2024.

ASHLEY BRAKE
My Notary ID # 132793734
Expires November 20, 2024

Notary Public's Signature _____

My Commission Expires: 11-20-24

AGENT INFORMATION:

If an agent is representing the owner of the property, please complete the following information:

Agent Name: Ethan Harwell **Company:** Kimley-Horn

Phone: 512-580-5803 Fax: _____

Address: 10814 Jollyville Road, Suite 200 City: Austin State: TX Zip: 78759

Email: ethan.harwell@kimley-horn.com Mobile: _____

I hereby attest that I prepared this application/checklist and that all information shown hereon is correct and complete to the best of my knowledge.

_____ Ethan Harwell 9/3/2024

Signature *Name (printed)* *Date*

APPLICANT INFORMATION:

Please Note: The signature also indicates that the applicant or his agent has reviewed the requirements of this checklist and all items on this checklist have been addressed and complied with. If there are multiple property owners, please submit multiple copies of this sheet.

The agent is the official contact person for this project and the single point of contact. All correspondence and communication will be conducted with the agent. If no agent is listed, the owner will be considered the agent.

(Check One):

___ *I, the owner, will represent this application with the City of Leander.*

x *I, the owner, hereby authorize the person named below to act as my agent in processing this application with the City of Leander.*

OWNERSHIP INFORMATION:

Property Owner: John R. Russell & Jane Simpson Russell **Company:** n/a

(If property ownership is in the name of a partnership, corporation, joint venture, trust or other entity, please list the official name of the entity and the name of the managing partner.

Phone: 512-799-5987 Fax: _____

Address: 2310 County Road 175 City: Leander State: TX Zip: 78641

Email: _____ Mobile: _____

By signing this form, the owner of the property authorizes the City Council of Leander to discuss the proposed development. Owner further acknowledges that submission of an application does not in any way obligate the City to approve the application. The owner understands that the development proposal review request will not constitute an application for a permit under Chapter 245, Texas Local Government Code, and shall not otherwise constitute a basis for vesting or grandfathering the proposed development. By indicating an agent on the application, the property owner authorizes the agent to represent the request and all official contact will be between the City of Leander and the agent.

Owner's Signature: John Russell Jane Russell **Date:** 9/4/2024

THE STATE OF Texas §

§ KNOW ALL MEN BY THESE PRESENTS

COUNTY OF Travis §

Before me, Rosa Hernandez, on this day personally appeared John Russell Jane Russell, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 4th day of September, 2024.

ROSA HERNANDEZ
My Notary ID # 126773892
Expires June 16, 2026

Notary Public's Signature _____

My Commission Expires: June 16, 2026

AGENT INFORMATION:

If an agent is representing the owner of the property, please complete the following information:

Agent Name: Ethan Harwell **Company:** Kimley-Horn

Phone: 512-580-5803 Fax: _____

Address: 10814 Jollyville Road, Suite 200 City: Austin State: TX Zip: 78759

Email: ethan.harwell@kimley-horn.com Mobile: _____

I hereby attest that I prepared this application/checklist and that all information shown hereon is correct and complete to the best of my knowledge.

___ _____ Ethan Harwell 9/3/2024

Signature *Name (printed)* *Date*

CONFLICT OF INTEREST DISCLOSURES

Please submit at the time of submission of application and update disclosures within 7 business days after the date of an event that would make a statement in the questionnaire incomplete or inaccurate.

ARTICLE 9.05, CITY CODE OF ORDINANCES – CODE OF ETHICS:
http://z2codes.franklinlegal.net/franklin/Z2Browser2.html?showset=leanderset

- **Ethics Ordinance – 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 relationships and 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 above link.

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.

Do Not Write Below – Staff Use Only

Accepted for Processing by:_____ Date:_____

GRAPHIC SCALE IN FEET
0 300 600 1200

NORTH

Property Location Aerial

SIMPSON TRACTS

LEANDER, TX
SEPTEMBER, 2024

DWG NAME K:\GEO_CIVIL_DS - POTENTIAL SITES\MI HOMES LEANDER SIMPSON TRACTS\CAD\PRELIMINARY\EXHIBITS\PEGGY SITES.DWG
LAST SAVED 5/16/2024 9:49 AM

Kimley»Horn

NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY, TOPOGRAPHY, UTILITIES, CONTACT WITH THE CITY, ETC.

City of Leander Development Services
201 N Brushy St
PO Box 319
Leander, Texas 78646-0319
Fax (512) 259-1425
www.leandertx.gov

Meeting Date: 8.12.2024

Meeting Time: 1:30 PM

Project Name: Single-Family

PRE-DEVELOPMENT MEETING WORKSHEET

Thank you for developing Leander! We hope that we were able to answer all of your questions during the meeting on **8.12.2024 at 1:30 PM**. Below, please find a brief summary from the meeting. Additional information was provided with the Pre-Development Meeting FAQ.

NOTES PREPARED BY: Merrily Van Leuven, mvanleuven@leandertx.gov, 512-528-2954

PROJECT & CONTACT INFORMATION

Contact Names: Alex Granados

Ph #: 512-782-0602

Email: alex.granados@kimley-horn.com

Project Location: Near the intersection of Journey Pkwy and CR 175 (R338810, R338811, R407804, R407805, R036097)

Project Description / Type: Single family subdivision

PROJECT DETAILS

- The current zoning for R407804 and R407805 is SFR-1-B (Single Family Rural). Parcels R338810 and R338811 are not within the city limits and will need to be annexed.
- The desired use of single family is permitted within the current zoning. A zoning change is required.
- The future land use category for Parcel R338810 is Neighborhood Residential / Neighborhood Center & Neighborhood Center – Solid. The future land use category for Parcel R338811 is Neighborhood Residential. The future land use category for Parcels R407804 and R407805 is Neighborhood Center.

- The Neighborhood Residential category is compatible with SFR, SFE, SFS, SFU, SFC, SFL, SFT, TF, CH, NR, PUD zoning districts. The Neighborhood Residential land use category prioritizes low-density use components (SFR, SFE, and SFS).
- The Neighborhood Center category is compatible with SFT, TF, LO, LC, GC (Priority Centers**), PUD zoning districts. The Neighborhood Center prioritizes a desired residential land distribution mix of zero percent.

- A Comprehensive Plan Amendment is required to allow for the residential zoning districts.
- This property is currently unplatted.
- The next step in the process is development proposal review and annexation.

SUBMITTAL PROCESS

Application submittals are accepted through the Development Hub (www.leandertx.gov/hubgo). Once the items are submitted, they will be reviewed for completeness. A response will be sent to you in regards to any additional items that are needed or that the acceptance of the application is confirmed.

Applications may be submitted at any time. Once the application has been determined complete and ready for staff review, the fees will be invoiced. The filing date is the next available date listed on the submittal schedule after fees have been paid. Please contact the Planning Department at planning@leandertx.gov if you have any questions.

The applications must be approved in the following order:

1. Future Land Use and/or Zoning
2. Concept Plan
3. Preliminary Plat
4. Public Improvements Construction Plans
5. Final Plat
6. Site Development Plans
7. Building Permit

- Steps 4 through 7 may be reviewed concurrently for non-residential or multi-family projects but must be approved in order. These steps may be concurrent as long as there are existing streets and utilities serving the property.
- Single-family projects do not require Site Development Plans. Building permit applications may not be submitted for review until the Engineering Departments confirms that the roads and utilities are installed. The building permit may not be issued until after the subdivision improvements are accepted by the City.
- Approval times vary by project. The review schedule can be found using the following link: https://leandertx.gov/DS

City of Leander Development Process

*** Days shown below are estimates of total process time, including city and applicant reviews. City response times follow a set schedule. Applicant response times may vary.**

ANNEXATION
30 Days*

Annexation is only required if the property is not located within the City Limits.

If property is in the city limits, proceed to ZONING

ZONING
60 Days*

Zoning may run concurrently with annexation. If a PUD is requested, add 60 days. Public Hearings required: Planning & Zoning Commission (x1), City Council (x2)

If property is zoned, proceed to CONCEPT PLAN

CONCEPT PLAN
50 Days*

Concept plans are required for projects subject to long form platting (i.e. offsite utilities are required and/or subdivision includes more than 4 lots). Public Hearings are only required for residential replats and variances.

PRELIMINARY PLAT
70 Days*

Preliminary plats provide the lot layout, utility plan, park plan, tree protection plan, drainage study, phasing plan and other general project details. Public hearings are required for variances and residential replats (add 20 days) and Council review is required when removal of heritage trees are proposed (add 5 days).

If long form process is not required, proceed to FINAL PLAT (short form)

CONCURRENT REVIEW (if eligible**) **120 Days Total****

CONSTRUCTION PLANS
120 Days*

Construction plans include details for required public infrastructure such as water lines, wastewater lines, stormwater system, and public drainage. Plans are required to comply with all technical manuals and general engineering practices. Plans are reviewed and approved administratively.

FINAL PLAT
60 Days*

Final plats are recorded at the County and include lot layout, easements, ROW dedication, and any other land dedication. Similar process for short form final plats (limited to 4 lots; all infrastructure must be in place). Residential replats require a public hearing (add 15 days).

If property is final platted, proceed to SITE DEVELOPMENT

SITE DEVELOPMENT
120 Days*

Site development plans include details for private improvements on non-residential and multi-family projects (i.e. building footprints, parking, landscaping, drainage, setbacks, sidewalks, and park improvements). Site development plans are not required for single-family projects with individually platted lots.

Plans are reviewed and approved administratively. Property must be platted prior site development plan approval.

BUILDING PERMIT
60 Days*

Building permit plans include detailed plans for building structures, which demonstrate compliance with city ordinances and applicable building, fire, plumbing, electrical, and mechanical codes. Permits are reviewed and approved administratively.

**Concurrent review is permitted in situations where the public improvement plans are not required for the final plat to be recorded. Single-family, two-family, cottage housing, townhouses, and cottage regime are not eligible for concurrent review of the building permit with the subdivision process.

Kimley»Horn

September 6, 2024

City of Leander City Council
City of Leander
105 N Brushy Street
Leander, Texas 78641

Via Electronic Submittal

RE: Request for Development Proposal on Approximately 52 acres of land located at 2300 and 2310 CR 175 (the "Property")

Dear Mayor and Councilmembers:

As representatives of the owners and developer of the above stated Property, Kimley-Horn respectfully submits this request for a Development Proposal on the subject property. The Future Land Use Designation for the Property is divided between Neighborhood Center - Solid, Neighborhood Center, and Neighborhood Residential. This request is to consider the development of the whole tract as Neighborhood Residential with the development of a single-family subdivision with 70' wide lots.

Located at the corner of CR 175 and Journey Pkwy the Property is surrounded completely by single-family neighborhoods. The proposed single-family subdivision would continue the development pattern along CR 175 which is developed as single-family residential. Continuing this pattern allows for heavier land uses to continue developing along the Ronald Reagan corridor, where Neighborhood Centers are planned 1.25 miles west, and for uses to transition east away from Ronald Reagan to CR 175.

The Property is currently used as a homestead, but subject to an annexation agreement with the City of Leander. The Property is encumbered by a mapped stream and calculated floodplain at the hard corner of CR 175 and Journey Pkwy. The extension of Parkside Pkwy. will also bisect the site further encumbering the property.

Thank you for your time and attention to this project. Please do not hesitate to contact me if you have any questions.

Sincerely,

Ethan Harwell, AICP

512 580 5803
ethan.harwell@kimley-horn.com

SEC Planning, LLC

Land Planning + Landscape Architecture + Community Branding

AUSTIN, TEXAS
t 512.246.7003
www.secplanning.com + info@secplanning.com

CONCEPT PLAN
SIMPSON TRACT

M/I HOMES
LEANDER, TEXAS

North

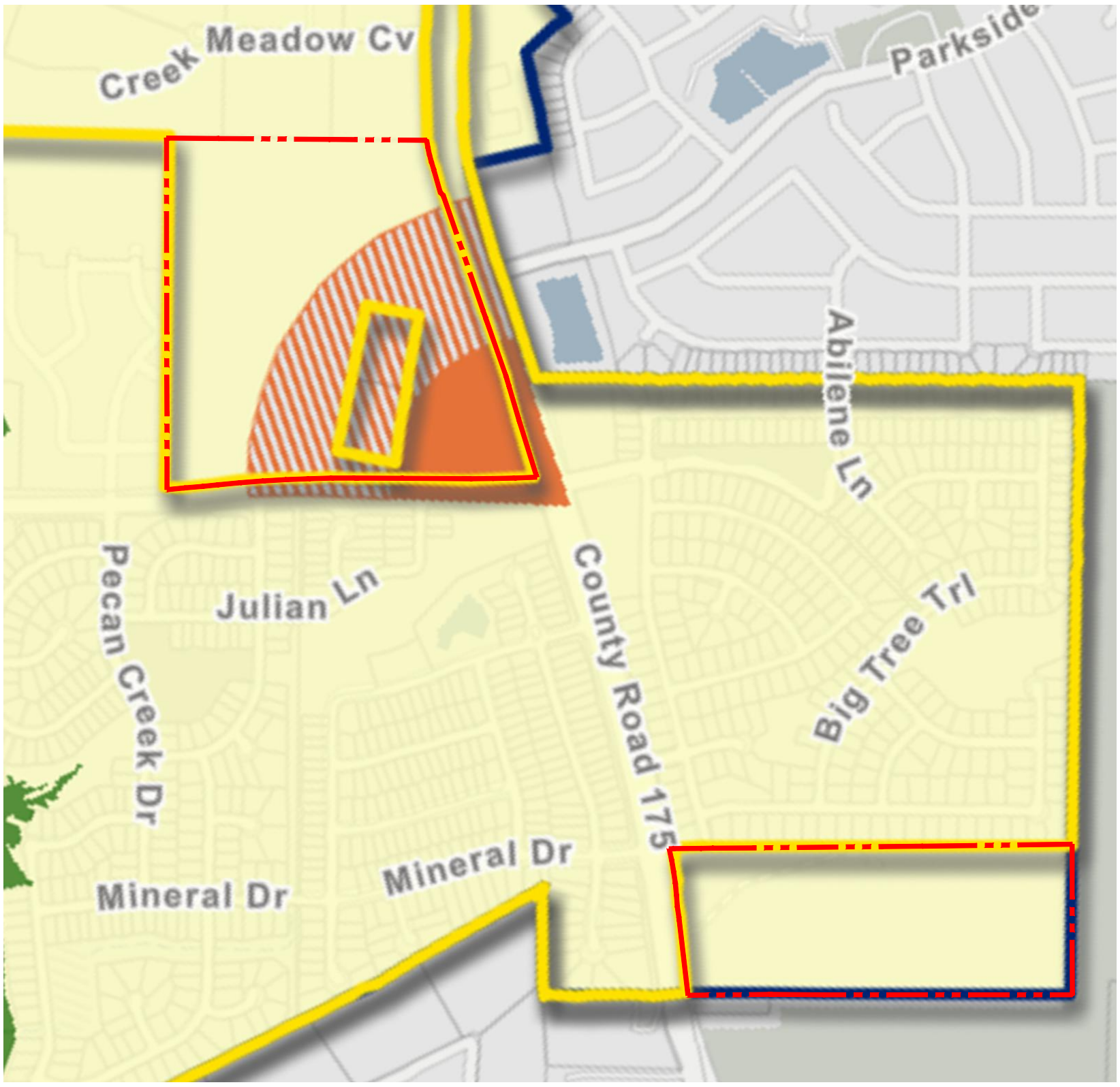
0 150' 300' 600'

Scale: 1" = 300'

Date: September 6, 2024

SHEET FILE: L:\240149-MIHO\Cadfiles\PLANNING\Exhibits\Simpson Concept Plan 2024-09-06.dwg

Base mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plan is subject to change.



GRAPHIC SCALE IN FEET
0 300 600 1200

NORTH

Future Land Use

- Rural
- Neighborhood Residential
- Transitional Residential
- Neighborhood Center - Solid
- Neighborhood Center
- Multi-Use Corridor
- Multi-Use Corridor - Priority Corridor
- Neighborhood Center - Priority Corridor
- Activity Center
- Employment Center
- Industrial
- Old Town
- Urban Mixed Use
- Leander Central
- Greenway
- Parks and Preserves

Leander City Limits

ETJ

Future Land Use Map

SIMPSON TRACTS

LEANDER, TX
SEPTEMBER, 2024

DWG NAME K:\GEO_CIVIL_DS - POTENTIAL SITES\MI HOMES LEANDER SIMPSON TRACTS\CAD\PRELIMINARY\EXHIBITS\DEVELOPMENT APPLICATION EXHIBITS.DWG
LAST SAVED 9/3/2024 5:00 PM

Kimley»Horn

NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY, TOPOGRAPHY, UTILITIES, CONTACT WITH THE CITY, ETC.

The Simpson Tracts

City of Leander

City Council

September 19, 2024

M/I HOMES

Kimley»Horn

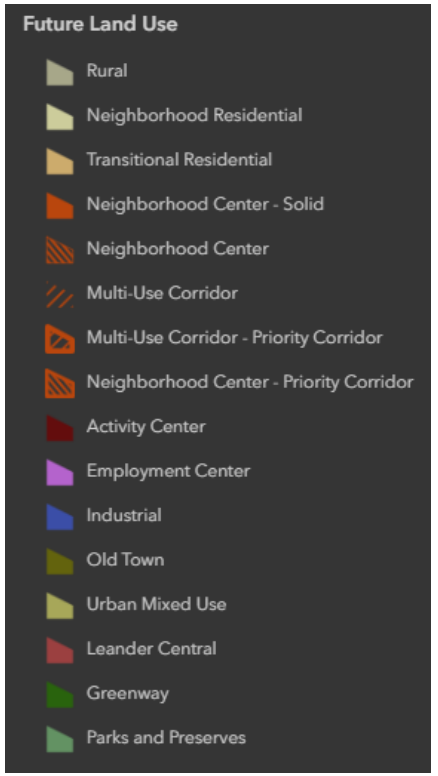
M/I HOMES

Proposed 70’ Lots

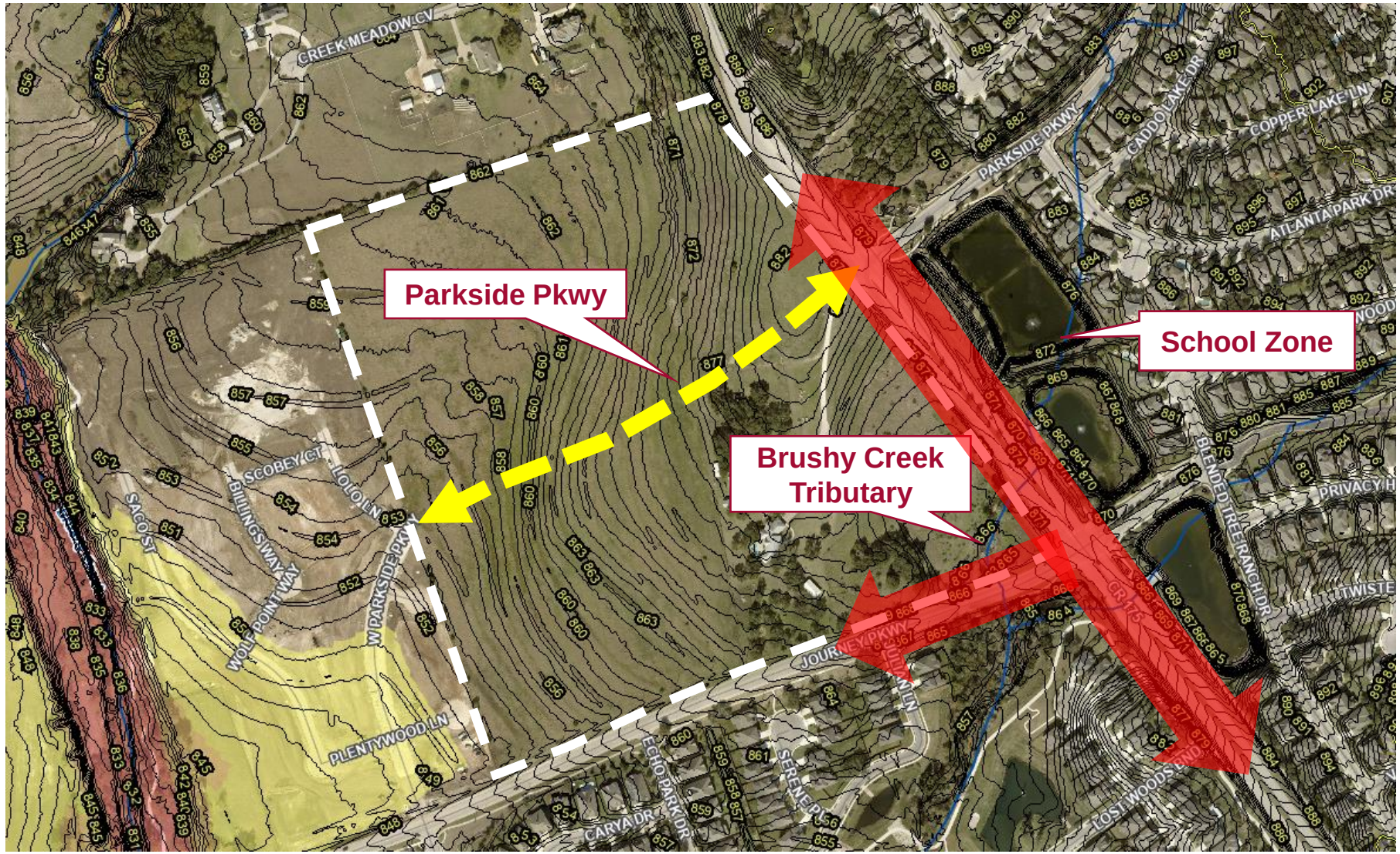
M/I HOMES

Site Context & Constraints

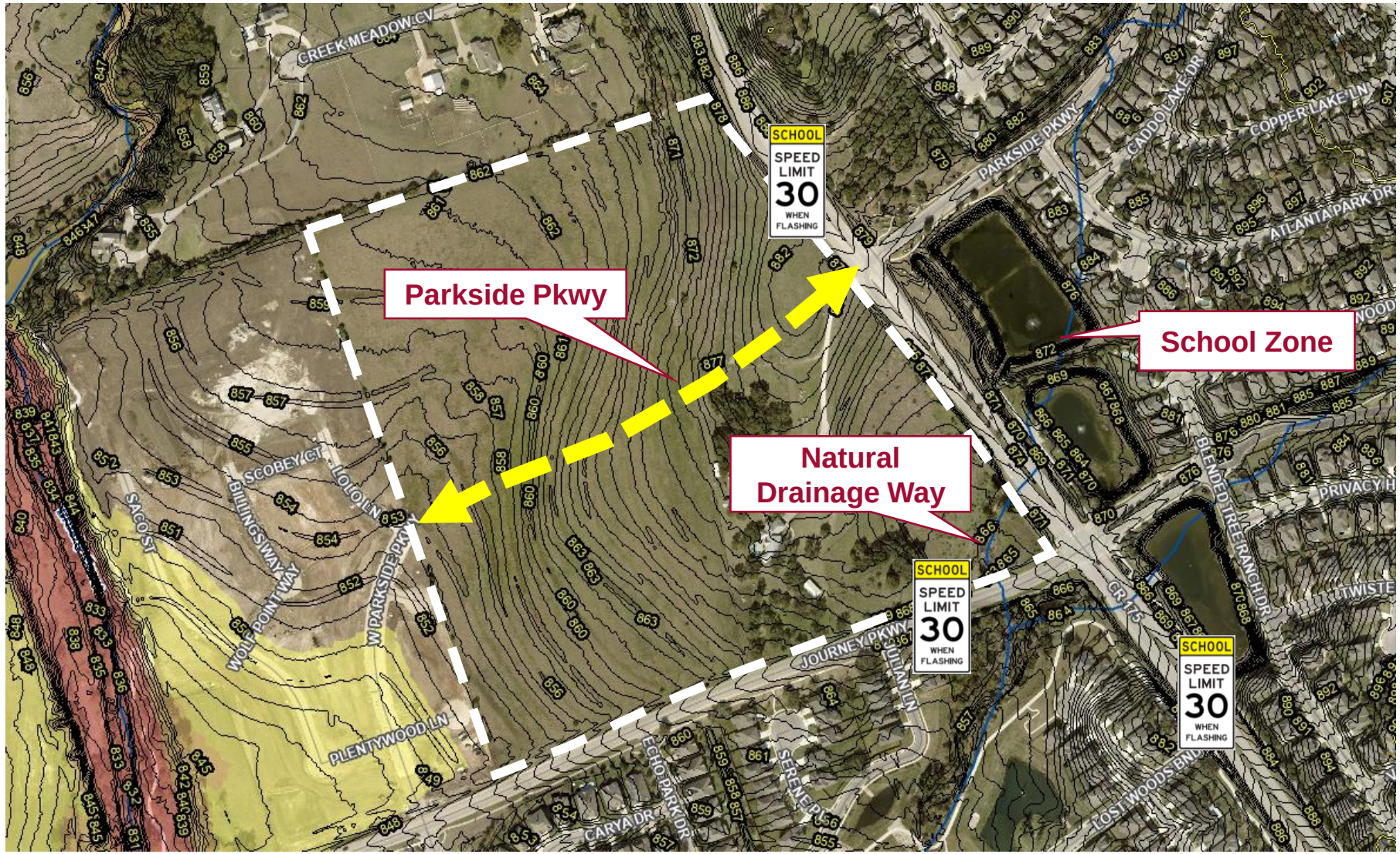
Future Land Use – 52 acres



Site Context & Constraints – 52 acres



Site Context & Constraints – 52 acres



Concept Plan

Proposed:

- 28 acres
- 70’ wide lots
- 85 lots

SEC Planning, LLC
Land Planning + Landscape Architecture + Community Branding
AUSTIN, TEXAS

CONCEPT PLAN
PEGGY TRACT
M/I HOMES
LEANDER, TEXAS

North
0 100' 200' 400'
Scale: 1" = 200'
Date: September 6, 2024

SHEET FILE: L:\240149-MIHO\Cadfiles\PLANNING\Exhibits\Peggy Concept Plan 2024-09-06.dwg

Base mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plan is subject to change.

Concept Plan

Proposed:

- 52 acres
- 70’ wide lots
- 148 lots

Thank You

Ethan Harwell, AICP

Kimley-Horn and Associates

512 580 5803

EXECUTIVE SUMMARY
9/19/2024

AGENDA SUBJECT:
Discuss and consider action on a Professional Services Contract with Langford Community Management Services, Inc. for grant consultant services pursuant Request for Qualifications (RFQ) S24-008; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:
In April, City staff issued a request for qualifications for comprehensive grant consulting services (RFQS S24-008). The RFQ stated that the City desires services on an as-needed basis to assist and advise the City with the identification of local, state, and federal grant opportunities, program requirements, and application reviews and completion. In addition, the consultant will work with the City to understand the City's goals and objectives that can be supported or enhanced with grant funds. The relationship to be established between the City and the consultant will be a non-exclusive relationship.

The City received 10 proposals and selected two* for in-person presentation and interview. The evaluation team evaluated each submittal based on (1) Consultant's approach to the Project, and (2) Consultant's work experience and personnel. The ten firms were:

*Langford Community Management Services (Liberty Hill, TX),
*Witt O'Brien's (Houston, TX),
Weaver (Houston, TX),
The Goodwin Corporation (Houston, TX),
Squared Compass (Austin, TX),
PublicPro Catalyst, LLC (Atlanta, GA),
KSTB Enterprises, LLC (Atlanta, GA),
KSBR, LLC (Sulphur Springs,TX),
Candis Consulting, LLC (Pearland, TX),and
BerryDunn (Portland, ME).

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:
Recommend award of contract to Langford Community Management Services, LLC.

PRESENTER:
Robert G. Powers, Executive Finance Director

Fiscal Impact

Amount requested:	As-needed basis (estimated $40,000 annually)
Approved in current budget (Yes / No):	Yes
Expenditure (New / Amended):	New
Recurring or one-time:	Recurring
Fund source (Operating / Utility / etc.):	Various depending upon grant application

Attachments:

1. Council Contract L00404- Langford Community Management_9.19.24
2. Langford Mgmt Service Presentation_7.15.24

CONTRACT BETWEEN THE CITY OF LEANDER ("City")
AND
LANGFORD COMMUNITY MANAGEMENT SERVICES ("Contractor")
FOR
GRANT CONSULTANT SERVICES
RFQS S24-008 / CONTRACT L00404

The City accepts the Contractor's Offer (as referenced in Section 1.1.4. below) for the above requirement and enters into the following Contract.

This Contract is between Langford Community Management Services Inc (LCMS) having offices at 9017 W. Hwy. 29, Suite 206, Liberty Hill, Texas 78642 and the City, a home-rule municipality incorporated by the State of Texas and is effective as of the date executed by the City ("Effective Date").

1.1 **This Contract is composed of the following documents:**

- 1.1.1 This Contract Cover Sheet
- 1.1.2 Clarifications and Additional Agreements incorporated herein as Exhibit A.
- 1.1.3 The City's Solicitation, RFQS S24-008 including all documents incorporated by reference herein as Exhibit B.
- 1.1.4 Langford Community Management Services Offer dated April 25, 2024, incorporated herein as Exhibit C.

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

- 1.2.1 This Contract Cover Sheet.
- 1.2.2 Clarifications and Additional Agreements incorporated herein as Exhibit A.
- 1.2.3 The City's Solicitation as referenced in Section 1.1.3, including all documents incorporated by reference.
- 1.2.4 The Contractor's Offer as referenced in Section 1.1.4.

1.3 **Term of Contract:** The Contract will be in effect for an initial term of seventy-two (72) months, subject to the approval of the Contractor and the City or their designee. See the Term of Contract provision in Supplemental Terms and Conditions for additional Contract requirements.

1.4 **Compensation:** This Contract is an as-needed professional services agreement; services rendered will be on an individual task order basis. The City estimates a not to exceed amount of $240,000.00 for the duration of the contract but reserves the right to order more or less as determined necessary by authorized City personnel.

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

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

LANGFORD COMMUNITY MANAGEMENT SERVICES	**CITY OF LEANDER**
Judy Langford	Todd Parton
Printed Name of Authorized Person	Printed Name of Authorized Person
Signature	Signature
President/Owner	City Manager
Title:	Title:
9/5/24	September 19, 2024
Date:	Date:

EXHIBIT A – LCMS Agreement
EXHIBIT B – City's Solicitation
EXHIBIT C – Contractor's Offer

CONSULTANT AGREEMENT
AGREEMENT NUMBER 2024-1

THIS AGREEMENT is made by and between the City of Leander ("the City") and Langford Community Management Services, Inc. (LCMS) as follows:

1. AGREEMENT

The City of Leander has selected LCMS to provide grant management services to City in connection with funding opportunities that may be available to the City through federal and state programs.

2. SCOPE OF SERVICES

Individual task orders will be issued for each scope of services the City requests. After receiving written notice to proceed from the City, LCMS will perform the scope of services described in Attachment A, "Scope of Services". All Consultant's services under this Agreement will be provided as an independent contractor.

3. STANDARD OF CARE

All of Consultant's services hereunder shall be performed within generally accepted standards of professional care in the same locality and under similar circumstances and in compliance with all applicable laws, regulations, codes and other requirements. Consultant will obtain all required permits and licenses and complete any certifications in order to perform its Services under this Agreement at Consultant's expense and Consultant will pay for all taxes, charges, or fees associated with the performance of Consultant's services.

PAYMENT

Firm Fixed Price: The City shall pay LCMS for all individual task orders authorized by the City and properly performed services at a Firm Fixed Price amount of:

See hourly fee-Attachment A

3.1 Payments will be based on a Firm Fixed Price. LCMS will be paid within thirty (30) days after City receives invoice from LCMS.

Invoices shall be submitted to Accounts Payable at accountspayable@leandertx.gov.

All invoices must reference this Agreement Number, and segregate invoiced amounts by line item including current and cumulative amounts. L C M S 's invoice shall be in a format that meets the City's requirements. Invoices that don't satisfy these requirements will be returned unpaid.

4. DELAYS

If the time allotted for completion of LCMS's services is exceeded through no fault of consultant, additional fee and/or time to complete performance may be allowed if written notice of the cost and estimated length of the delay is given to City within forty-eight (48) hours of consultant's discovery of the delay. L C M S will provide such additional supporting data as City may require in a timely manner.

5. INSTRUMENTS OF SERVICE

All work product produced under this Agreement ("Instruments of Service") will be in a form and format acceptable to the City. Where applicable, LCMS shall have a documented Quality Assurance / Quality Control (QA/QC) program that provides for checking and reviewing of its services for accuracy and correctness. Upon request, LCMS shall provide City with a copy of LCMS's QA/QC program and/or project quality management plan. Prior to final submission to City, LCMS shall check and review Subconsultant's Instruments of Service for accuracy and correctness according to its project quality management plan. Nothing in this paragraph shall in any way limit LCMS' responsibility or liability for any errors or omissions in its or its Instruments of Service.

6. SUSPENSION/TERMINATION

This Agreement may be terminated with or without cause upon thirty (30) day written notice of either party. If this Agreement is suspended or terminated because of no fault of LCMS, Consultant will be paid for services it satisfactorily performed to the date of suspension or termination, conditional upon delivery of all instruments of service to the City.

7. RECORD RETENTION

LCMS will retain all records pertaining to its services for at least (3) years or the records retention period required by the City, whichever is longer, following the completion or termination of LCMS's service under this Agreement.

8. INSURANCE

LCMS will procure and maintain insurance. Coverage must be placed with an insurance carrier rated not less than A(-) VII by A.M. Best. Otherwise, at a minimum, unless otherwise agreed upon in writing, LCMS will procure and maintain the following types and amounts of insurance for the duration of the Project:

Workers' compensation insurance as required by law, including USL&H / Jones Act coverage if applicable, $1,000,000 of employer's liability insurance,

Commercial general liability insurance of $1,000,000 per occurrence and aggregate for bodily injury, property damage, personal and advertising injury and completed operations,

Automobile liability insurance of $1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired, owned and non-owned vehicles, and

Professional liability insurance in the amount of $1,000,000 per claim and aggregate. Professional liability insurance shall be maintained for a minimum of three (3) years beyond the date this Agreement is completed or terminated. The commercial general liability insurance must include contractual liability coverage including coverage for any indemnities.

CERTIFICATES OF INSURANCE

Certificates of Insurance, satisfactory to City, will be furnished to City before any services are performed. L C M S will provide for written notice to City prior to cancellation of any of the required insurance policies before the expiration date thereof. All certificates of insurance must be kept in force throughout the duration of the services. If any of LCMS's or its sub-consultant's coverage is renewed at any time prior to completion of the services, LCMS shall be responsible for obtaining updated insurance certificates for itself and such sub-consultant from the respective insurance carriers and forwarding the replacement certificates to City within five (5) days of the expiration date of any previously delivered certificate.

9. INDEMNIFICATION

9.1 To the fullest extent permitted by law, LCMS will indemnify, defend and hold the City, their employees, officers, directors, and agents harmless, from and against all liability, claims, losses, costs, expenses and fees, including reasonable attorney's fees, arising out of this Project or this Agreement to the extent caused or alleged to have been caused by any willful misconduct or negligent acts, errors or omissions or infringement of intellectual property rights, or breach of this Agreement by LCMS, its agents, employees, subconsultants, or suppliers.

9.2 To the fullest extent permitted by law, LCMS explicitly waives any right it has to immunity under applicable industrial insurance laws and agrees to indemnify, defend and hold the City, their employees, officers, directors, and agents harmless from any and all liability, losses, costs, expenses and fees, including reasonable attorney's fees, arising out of claims or law suits brought by LCMS' employees or any of its subconsultants' employees for bodily injuries or death sustained while performing services hereunder.

10. CONFIDENTIALITY

Subconsultant will not disclose any confidential or proprietary information of City as identified in writing unless authorized by City to do so. L C M S ' employees, officers, agents, subconsultants and suppliers will also be bound to this same obligation. In addition, Subconsultant will not release any information to third parties or make any public statements about Projects without City's express written consent. It is hereby agreed that the following information is not considered to be confidential under this Agreement:

a) Information already in the public domain;

b) Information disclosed to LCMS by a third party who is not under a confidentiality obligation;

c) Information developed by or in the custody of LCMS before entering into this Agreement;

d) Information developed by LCMS solely through its work with its other clients; or

e) Information required to be disclosed by operation of law, including but not limited to, order of court or governmental agency.

11. SAFETY / COMPLIANCE WITH LAW / INSPECTIONS

LCMS will comply with all applicable health, safety, and environmental protection requirements of City, federal, state and local authorities. LCMS will take all necessary precautions in the performance of services under this Agreement to protect the safety and health of its employees and any of its subconsultants' employees.

12. GOVERNING LAW / DISPUTES

This Agreement will be governed by the laws of the state in which the Project is located. If a dispute involves only the parties to this Agreement, upon mutual agreement, any or all such disputes may be resolved by mediation or binding arbitration in accordance with state law. If any arbitration or litigation is commenced between the parties concerning this Agreement or their respective rights, duties and obligations hereunder, the prevailing party in such litigation or arbitration shall be entitled to reasonable attorney's fees, court costs and litigation expenses.

13. CHANGES

From time to time, the City may require changes to this Agreement. If the change involves an increase in scope of services, the parties shall negotiate an equitable adjustment to LCMS' fees and/or the time to complete the additional services.

Only written changes provided in task orders or as provided for in this paragraph, will be of any force or effect.

14. RESPONSIBILITY FOR CONSULTANTS

14.1 LCMS is fully responsible to the City for the actions or inactions of all persons or entities directly or indirectly performing or furnishing services on behalf of LCMS under this Agreement. LCMS will require all such persons or entities to perform their services in the same manner.

14.2 LCMS will be responsible for the payment of all persons or entities performing services for the company or on company's behalf; the City will not have any responsibility for such payment. In addition, LCMS will not retain the services of any person or entity against whom the City has a reasonable objection.

15. DEFAULT

If LCMS becomes insolvent or is otherwise in default of this Agreement, the City may, without prejudice to any of its other rights or remedies and without liability to the company, terminate this Agreement and complete the services company was obligated to provide hereunder as City deems appropriate.

16. NOTICES

All communications required by this Agreement may be personally delivered or mailed to the other party at the address set forth on the signature page. The address and party may be changed by written notice given as provided in this paragraph.

17. ENTIRE AGREEMENT

This Agreement, the City's solicitation, and the LCMS Offer listed as Exhibits A-C contains the parties entire understanding and supersedes all prior negotiations or agreements over the services described herein. This Agreement may only be modified by written instrument duly executed by both parties, except as otherwise provided herein.

18. ASSIGNMENT

The rights and interests under this Agreement cannot be assigned without the written consent of the other party. Unless otherwise specifically stated in any such consent, the Assignor will not be released from any responsibility under this Agreement.

19. OWNERSHIP OF DOCUMENTS

All drawings, specifications and other documents and electronic data furnished by LCMS to City under this Agreement ("Instruments of Service") shall become the property of the City.

20. CYBERSECURITY

LCMS agrees to maintain industry standard safeguards and controls within its information technology infrastructure, systems and network (collectively, "IT Systems"), or the cybersecurity measures required by the City, to protect against cybersecurity incidents (including, but not limited to, incidents affecting the confidentiality, integrity, or availability of IT Systems and any Owner data they contain) and to prevent third parties from gaining unauthorized access to LCMS' IT Systems or impersonating its IT Systems. L C M S agrees to provide immediate notification providing reasonable detail to City after LCMS becomes aware or reasonably should be aware of an actual or attempted breach or impersonation of its IT Systems.

21. EQUAL EMPLOYMENT AND NON-DISCRIMINATION

In connection with the services under this Agreement, LCMS agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741.5 (a-e).

22. SEVERABILITY

To the extent that any provision of this Agreement is finally adjudged invalid by a court of competent jurisdiction, that provision shall be deleted or modified, as necessary, to make it enforceable, and the remaining provisions of the Agreement shall remain in full force and effect and be binding upon the parties hereto.

23. SURVIVAL

The terms and conditions of this Agreement regarding indemnification, insurance, record keeping, and any other provision allocating responsibility or liability between the parties hereto, shall survive the completion of the services under this Agreement and the termination of this Agreement for any cause.

This Agreement is hereby executed on this 19th day of September 2024.

Langford Community Management Services, Inc.	City of Leander
BY:	BY:
NAME:	NAME:
TITLE: President/Owner	TITLE: City Manager
ADDRESS: 9017 W. Hwy 29, Suite 206 Liberty Hill, TX 78642	ADDRESS: 105 N. Brushy St Leander, TX 78641
TELEPHONE: 512-452-0432	TELEPHONE: 512-528-2702

SUBCONSULTANT AGREEMENT
ATTACHMENT A
SCOPE OF WORK

CONTRACTOR CAPABILITIES: The Contractor will assist City departments, when necessary, with the following:

A. Services shall be provided by the people with training and/or experience in expertise requested under this contract.
B. Establish and maintain record keeping systems.
C. Research, identification, and analysis of funding needs and opportunities to include federal, state, local, private, and other sources.
D. Analysis of cost benefits, matching contributions, competitive scales, etc.
E. Determining if program eligibility requirements match City department capabilities.
F. Review and develop appropriate policies, procedures, and controls for application, reporting, compliance, tracking, and financial administration processes of related funding programs which ensures consistent City-wide administration.
G. Provide technical expertise in determining grant compliance requirements.
H. Provide technical assistance and training in writing, preparation, and administration/management of grants and other funding programs.
I. Review and advise on items the City submit for grant applications.
J. Perform grant application writing and submission.
K. Facilitation, interdepartmental coordination, and communication for multi-departmental projects.
L. Coordinate, as necessary, between recipient and any other appropriate service providers (i.e., Engineer, Environmental, etc.), contractor, subcontractor, and other state/federal agencies to effectuate the services requested.
M. Ensuring funding is processed and administered in a timely manner and according to requirements.
N. Grant liaison services to local, state, and federal agencies.
O. Serve as the general grant monitoring liaison with other parties.
P. Assist with monitoring and resolving audit findings.
Q. Ensure that fraud prevention and abuse practices are in place and being implemented.
R. Report suspected fraud to the City's point of contact.
S. Program reporting, compliance, and preparation and submission of all close-out documents.

GRANT DEVELOPMENT: The Contractor shall, when necessary-

A. Assist the City in establishing grant priorities and developing appropriate individual task orders to be issued for City approval.
B. Provide an estimated number of Contractor hours to the City for review in relation to a particular task order.
C. Assist in preparation of grant amendments and supporting documents including but not limited to amendments and modifications.
D. Be able to provide in-person or online presentations to City staff and Council members regarding grant opportunities, progress, etc.

LABOR STANDARDS DUTIES (AS REQUIRED):

A. Act as the City's Labor Standards Officer (LSO). The officer is expected to review labor costs charged by a vendor/contractor ensuring they meet all federal compliance requirements.
B. Monitor compliance with all relevant labor standards regulations.
C. Maintain document files to support compliance.

REPORT AND DELIVERABLES REQUIREMENTS: This Contractor shall-

A. Provide timely project status updates.
B. Provide the City with semi-regular communication regarding applicable grant opportunities.

C. Understand and agree that all work performed by the Contractor under this Contract shall be submitted to appropriate city personnel for review and approval.
D. Understand and agree that data collected as a result of original research is the property of the City of Leander.
E. For tasks lasting more than three months, the Contractor may be required to submit a progress report detailing the work performed to date, the work for the next period, and identification of any problems, concerns, or anticipated delays. This report may be submitted at least monthly and may be required more frequently at the request of the department.

CONTRACTOR R ESPONSIBILITIES: The Contractor shall-

A. Be responsible for the accuracy of the work requested and shall promptly make all necessary revisions or corrections without additional compensation.
B. Reply promptly and efficiently to City personnel working on grant projects or requesting grant consulting services.
C. Notify the City designated personnel of anticipated schedules as well as any delays.
D. Perform the tasks listed under “Service Requirements” with accuracy and in the best interest of the City.
E. Assist with procurement as necessary for program implementation.
F. Assist in public hearings as required.

LCMS AGREEMENT
ATTACHMENT B

Fee Schedule

Employee Title	Name	Hourly Range
Grant Program Management (SME)	**Judy Langford**	**$175.00**
	Jill Phinney	**$150.00**
	Jessica Daidone	**$135.00**
	Erin Thompson	**$150.00**
	Jennifer Boyd	**$125.00**
	Angela Sifuentes	**$125.00**
Labor Standards	**Kelley Bauer**	**$100.00**
	Shauna Cosper	**$90.00**
Environmental Services	**Melisa Durham**	**$110.00**
	Erin Thompson	**$150.00**
	Jessica Daidone	**$135.00**

ADDENDUM
CITY OF LEANDER, TEXAS

Solicitation: RFQS S24-008 **Addendum No: 1** **Date of Addendum: April 22, 2024**

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

I. **Questions:**

Q1. Can the bidder reference not only cities but also government agencies, such as Management Districts and TIRZ?
A1. **Yes.**

Q2. Can the City please provide clarification on the specific type of grants that will require support?
A2. **The City would like to target both one-time and recurring grants to supplement large-scale capital projects and operations of various types. However, local policy initiatives or legislative priorities may require us to consider smaller grant opportunities, if applicable.**

As future grant opportunities are identified, the City and the consultant will mutually agree upon what services would be needed. Some work may be as simple as making the City aware that the grant exists, deadlines for application, etc. In other cases, the City may need assistance with understanding the grant requirements and federal or state regulations that would have to be complied with. Regardless, all tasks would be defined prior to any work being performed and mutually agreed upon by the City and the consultant..

Q3. Could you please provide the average number of grant applications currently being completed/submitted per year?
A3. **Currently the number of grants is 1-2. However, the expectation is that as the City becomes aware of more grant opportunities that would support our funding needs or program strategies, then the number of applications would increase.**

Q4. Do you anticipate a focus on specific types of grants to be applied for (e.g.: transportation, water/sewer, social services, public safety, etc.)? If so, what are the areas of focus?
A4. **We cannot rule out any particular type of grants, but current priorities (in no particular order) include transportation, water & sewer, public safety, and parks. Social services also could be considered.**

Q5. Who currently performs the grant activities described in the scope of the RFQ? If outsourced, who is the current provider?
A5. **At present, the activities are spread between the City Department benefitting from the grant and with support from the Finance Department.**

Q6. Could you please provide the City's planned/budgeted annual cost for this service?
A6. **This has not been determined. Each consultant task would be developed and scoped as needed with the mutual agreement of both parties.**

Q7 RFQ Part V.3.B.ii (Page 10 of 11) requests information on the percentage of time each person will devote to this work. As this is an on-call contract with no defined amount of work required, would the City consider removing this requirement?
A7. **Yes, please list in your exceptions document.**

Q8. RFQ Part V.3.A.i (Project Approach), page 9 of 11: Item f. requests "number of employees Contractor will commit per site." As this is an on-call contract with no defined level of effort, we would not be able to provide an estimated number of staff needed. Also, the reference to "site" in unclear. Would the City consider removing this requirement?

A8. **Yes, please list in your exceptions document.**

II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY: Cheryl Kaufman April 22, 2024

Cheryl Kaufman, Purchasing Manager
Purchasing Office, 512-528-2730

By acknowledging this addendum, it is hereby incorporated into and made a part of the above referenced solicitation.

City of Leander

City of Leander, Texas

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

REQUEST FOR QUALIFICATIONS STATEMENT (RFQS)

GRANT CONSULTANT SERVICES

SOLICITATION NUMBER S24-008

APRIL 2024

EXHIBIT B

GRANT CONSULTANT SERVICES
PART I
GENERAL REQUIREMENTS

1. **PURPOSE:** The City of Leander, herein after "the City," seeks qualification statements from firms experienced in comprehensive grant consulting services. The Contractor will be available on an as-needed basis, subject to mutually agreed upon terms, to assist and advise the City with identification of local, state, and federal grant opportunities, program requirements, and application reviews/completions. The Contractor will work with the City to develop and maintain an understanding of the City's goals and objectives that can be supported or enhanced with grant funds. In addition, the City desires the Contractor to collaborate with the City for post-award grant administration tasks including, but not limited to, reporting and compliance when needed. On occasion, the City may desire the Contractor to provide liaison services with local, state, and federal officials or funding agencies. The relationship established between the City and the Contractor will be a non-exclusive relationship.

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

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

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

EVENT	DATE
Solicitation released	April 4, 2024
Deadline for submission of questions	April 16, 2024 @ 5:00 PM, CST
City responses to questions or addendums	Approximately April 19, 2024 @ 5:00 PM, CST
Deadline for submission of responses	May 1, 2024 @ 3:00 PM, CST

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

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

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

5. **RESPONSE DUE DATE:** Appropriately submitted responses are due at or before 3:00 PM, on the due date noted in PART I, Section 3 – Schedule of Events. The Offeror shall respond via the City's electronic bidding platform, Bonfire: https://leandertx.bonfirehub.com/

   A. This request for proposal (RFP) does not commit the City to contract for any supply or service.
   B. No paper or submittals outside of Bonfire will be accepted by the City for this solicitation.
   C. Responses cannot be altered or amended after digital opening.
   D. No response can be withdrawn after opening without written approval from the City for an acceptable reason.
   E. The City will not be bound by any oral statement or offer made contrary to the written specifications.
   F. Samples (if applicable) shall be provided at the Respondent's expense and shall become the property of the City.
   G. Late responses will not be permitted nor considered.

6. **SUSPENSION OR DEBARMENT CERTIFICATION:** The provisions of the Code of Federal Regulations 2 CFR part 180 suspension and debarment may apply to this agreement. The City of Leander is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from doing business with the Federal Government, State of Texas, or the City of Leander.

7. **CERTIFICATE OF INTERESTED PARTIES:** Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 "Certificate of Interested Parties" that is signed for a contract award requiring council authorization. The "Certificate of Interested Parties" form must be completed on the Texas Ethics Commission website, printed, signed, and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution. Link to Texas Ethics Commission Webpage: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

8. **EX PARTE COMMUNICATION:** Please note that to insure the proper and fair evaluation of an offer, the City of Leander prohibits ex parte communication (e.g., unsolicited) initiated by the Offeror to the City Official, Employee, City Consultant, or Evaluation Team member evaluating or considering the offers prior to the time an award decision has been confirmed. Communication between an Offeror and the City will be initiated by the appropriate City Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the offer. Ex parte communication may be grounds for disqualifying the offending Offeror from consideration of award in evaluation or any future bid.

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

1. **DEFINITIONS, STANDARD TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the City's Definitions and Standard Terms and Conditions, in effect at the time of release of the solicitation, shall govern unless specifically provided otherwise in a separate agreement or on the face of a purchase order. These can be obtained from the City's website at: https://www.leandertx.gov/DocumentCenter/View/761/Standard-Definitions-Terms-and-Conditions-Updated-November-2022-PDF.

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

2. **INSURANCE:** The Respondent shall meet or exceed all insurance requirements set forth in Standard Insurance Requirements. The City's Standard Insurance Requirements document can be viewed and downloaded from the City's website at: https://www.leandertx.gov/DocumentCenter/View/761/Standard-Definitions-Terms-and-Conditions-Updated-November-2022-PDF.

3. **PROFESSIONAL LIABILITY INSURANCE:** The Contractor shall provide coverage, at a minimum limit of $2,000,000 per claim, to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission, or breach of security (including but not limited to any confidential or private information) arising out of the performance of professional services under this Agreement.

   If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for 24 months following the completion of the contract.

PART III
SUPPLEMENTAL TERMS AND CONDITIONS

1. **AGREEMENT TERM:** The terms of the awarded agreement shall include but not be limited to the following:

   A. The term of the Agreement shall begin from date of award and shall remain in full force for seventy-two (72) months.

   B. Upon expiration of the contract term, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period as is reasonably necessary to re-solicit and/or complete the project up to 120 days.

2. **RESPONDENT QUALIFICATIONS:** The City has established the following minimum qualifications. Respondents who do not meet the minimum qualifications will not be considered for award. The Respondent shall:

   A. Be firms, corporations, individuals, or partnerships normally engaged in providing comprehensive grant consulting services as specified herein and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City.

   B. The Respondent shall include in the proposal a list of all litigation the company or its principals have been involved in within the last three (3) years.

   C. Be domiciled in or have a home office inside the United States. Respondents domiciled outside the United States, or not having a home office inside the United States will not be included for consideration in this RFP process.

3. **SUBCONTRACTORS:** The City would prefer all services to be directly provided by the Offeror. If your experience and expertise has demonstrated that the use of subcontractors would be advantageous to the City, please describe how subcontractors will be used in the Project Approach section of your proposal.

   If Subcontractors will be used the Respondent is required to complete and submit with their proposal response Attachment C: Subcontractor Information Form. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractors own acts and omissions. The Contractor shall:

   A. Require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications, and terms of the Contract.

   B. Require that all Subcontractors obtain and maintain, throughout the term of their agreement, primary insurance in the type and amounts specified for the Contractor, with the City being named as an additional insured; and

   C. Require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

   D. Awarded Contractor is required to submit a list of all subcontractors for approval by the City prior to use of any subcontractors throughout the term of the contract.

4. **SAFETY:** The City reserves the right to remove any employee from City property for violation of federal, state, and local health, safety and environmental laws, ordinances, rules, and regulations. The Respondent shall:

   A. Ensure that all employees comply with all Occupational Safety and Health Administration (OSHA), State, and City safety and occupational health standards and other applicable federal, state, and local health, safety, and environmental laws ordinances, rules, and regulations in the performance of these services.

   B. Be held responsible for the safety of their employees and unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site. In case of conflict, the most stringent safety requirement shall govern.

   C. Indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines penalties and liability of every kind arising from the breach of the Successful Respondents' obligations under this paragraph.

5. **WORKFORCE:** Successful Respondent shall:

   A. Ensure Respondent's employees perform the services in a timely, professional, and efficient manner.

   B. Ensure Respondent's employees, while working on City property, wear professional attire.

6. **PRICING:** DO NOT submit any pricing information with your original offer. If the City deems the Respondent the most qualified to perform the work the City's authorized purchasing contact(s) will ask for this value during negotiations and via best and final offers (BAFO).

7. **ACCEPTANCE/INSPECTION:** Acceptance/Inspection should not take more than five (5) working days. The awarded respondent will be notified within the time frame if the services delivered are not in full compliance with the specifications. In the event the services are not performed to the satisfaction of the City the Contractor shall agree to reperform services to specification at no additional cost to the City. If any agreement or purchase order is cancelled for non-acceptance, the needed services may be purchased elsewhere.

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

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

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

11. **POINT OF CONTACT / DESIGNATED REPRESENTATIVE:**

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

    B. **The City's designated representative:**
    Robert Powers
    Director
    Finance
    Phone: 512-528-2734
    E-mail: rpowers@leandertx.gov

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

12. **INTERLOCAL PURCHASING AGREEMENTS:**

    A. The City has entered into Interlocal Agreements with other Governmental agencies pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor may agree to offer the same price and terms and conditions to other eligible agencies that have an interlocal agreement with the City.

    B. The City does not accept any responsibility or liability for the purchases by other government agencies through an interlocal cooperative agreement.

PART IV
SCOPE OF WORK

1. **INTRODUCTION AND BACKGROUND:** The City of Leander, herein after "the City," seeks qualification statements from firms experienced in comprehensive grant consulting services. The Contractor will be available on an as-needed basis, subject to mutually agreed upon terms, to assist and advise the City with identification of local, state, and federal grant opportunities, program requirements, and application reviews/completions. The Contractor will work with the City to develop and maintain an understanding of the City's goals and objectives that can be supported or enhanced with grant funds. In addition, the City desires the Contractor to collaborate with the City for post-award grant administration tasks including, but not limited to, reporting and compliance when needed. On occasion, the City may desire the Contractor to provide liaison services with local, state, and federal officials or funding agencies. The relationship established between the City and the Contractor will be a non-exclusive relationship.

2. **PREFERRED CAPABILITIES**: The Contractor would assist City departments, when necessary, with the following:
   - A. Services shall be provided by the people with training and/or experience in the area of expertise requested under this contract.
   - B. Establish and maintain record keeping systems.
   - C. Research, identification, and analysis of funding needs and opportunities to include federal, state, local, private, and other sources.
   - D. Analysis of cost benefits, matching contributions, competitive scales, etc.
   - E. Determining if program eligibility requirements match City department capabilities.
   - F. Review and develop appropriate policies, procedures, and controls for application, reporting, compliance, tracking, and financial administration processes of related funding programs which ensures consistent City-wide administration.
   - G. Provide technical expertise in determining grant compliance requirements.
   - H. Provide technical assistance and training in writing, preparation, and administration/management of grants and other funding programs.
   - I. Review and advise on items the City submits for grant applications.
   - J. Perform grant application writing and submission.
   - K. Facilitation, interdepartmental coordination, and communication for multi-departmental projects.
   - L. Coordinate, as necessary, between recipient and any other appropriate service providers (i.e., Engineer, Environmental, etc.), contractor, subcontractor, and other state/federal agencies to effectuate the services requested.
   - M. Ensuring funding is processed and administered in a timely manner and according to requirements.
   - N. Grant liaison services to local, state, and federal agencies.
   - O. Serve as the general grant monitoring liaison with other parties.
   - P. Assist with monitoring and resolving audit findings.
   - Q. Ensure that fraud prevention and abuse practices are in place and being implemented.
   - R. Report suspected fraud to the City's point of contact.
   - S. Program reporting, compliance, and preparation and submission of all close-out documents.

3. **GRANT DEVELOPMENT:** The Contractor shall, when necessary-
   - A. Assist the City in establishing grant priorities.
   - B. Assist in preparation of grant amendments and supporting documents including but not limited to amendments and modifications.

C. Be able to provide in-person or online presentations to City staff and Council members regarding grant opportunities, progress, etc.

4. LABOR STANDARDS DUTIES (AS REQUIRED):

i. Act as the City's Labor Standards Officer (LSO). The officer is expected to review labor costs charged by a vendor/contractor ensuring they meet all federal compliance requirements.

ii. Monitor compliance with all relevant labor standards regulations.

iii. Maintain document files to support compliance.

5. REPORT AND DELIVERABLES REQUIREMENTS: This Contractor shall-

A. Provide timely project status updates.

B. Provide the City with semi-regular communication regarding applicable grant opportunities.

C. Understand and agree that all work performed by the Contractor under this Contract shall be submitted to appropriate city personnel for review and approval.

D. Understand and agree that data collected as a result of original research is the property of the City of Leander.

E. For tasks lasting more than three months, the Contractor may be required to submit a progress report detailing the work performed to date, the work for the next period, and identification of any problems, concerns, or anticipated delays. This report may be submitted at least monthly and may be required more frequently at the request of the department.

6. CONTRACTOR RESPONSIBILITIES: The Contractor shall-

A. Be responsible for the accuracy of the work requested and shall promptly make all necessary revisions or corrections without additional compensation.

B. Reply promptly and efficiently to City personnel working on grant projects or requesting grant consulting services.

C. Notify the City designated personnel of anticipated schedules as well as any delays.

D. Perform the tasks listed under "Service Requirements" with accuracy and in the best interest of the City.

E. Assist with procurements as necessary for program implementation.

F. Assist in public hearings as required.

7. CITY RESPONSIBILITIES: The City will endeavor to-

A. Request grant consultant services required in a timely manner. Invoicing will only be paid if services have been requested by City personnel.

B. Provide accurate information when available.

C. Provide the Contractor with effective contacts, participation, and information to assist in the pursuit of appropriate grant opportunities.

D. Share the annual CIP list with the Contractor as well as denote other projects being considered for grant funding.

E. Coordinate scheduling with the Contractor.

F. Depending on grant requirements the City cannot guarantee exclusivity of grant administration.

PART V
PROPOSAL PREPARATION INSTRUCTIONS
AND EVALUATION FACTORS

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

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

- ☐ A statement of your compliance with all applicable rules and regulations of Federal, State and Local governing entities.
- ☐ List of Exceptions (if any)- Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal by the City. Exceptions to this solicitation if any, shall be submitted on a separate sheet labeled "Exceptions" with the Respondent's proposal.
- ☐ Acknowledge Addenda (if applicable)
- ☐ Attachment A- Reference Sheet
- ☐ Attachment B- Conflict-of-Interest Questionnaire
- ☐ Attachment C- Subcontractor Form (if applicable)
- ☐ Company Information- which gives in brief, concise terms, a summation of the proposal. Include the following-
- ☐ Business Organization: State the full name and address of your organization and identify parent company if you are a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate.
- ☐ Project Management Structure: Provide a general explanation and chart which specifies project leadership and reporting responsibilities; and interface the team with City project management and team personnel. If use of subcontractors is proposed, identify their placement in the primary management structure, and provide internal management description for each subcontractor.
- ☐ Authorized Negotiator: Include the name, email address, and telephone number of the person(s) in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.
- ☐ Segment requirements listed below.

3. **EVALUATION CRITERIA:**

A. Segment 1 – Project Approach **(50 pts)**

i. Tab 1 – Project Approach: Describe your technical plan for accomplishing the required work. Include such time-related displays, graphs, and charts as necessary to show tasks, sub-tasks, milestones, and decision points related to the Scope of Work and your plan for accomplishment. As part of your proposal, you must also indicate:

a. A description of your work program by tasks. Detail the steps you will take in proceeding from Identification of a grant opportunity to grant closeout.
b. Ensure you include details of audit support experiences as well as common concerns in grant administration.
c. Specifically include examples where you reviewed, developed, and implemented policies, procedures, and controls for application, reporting, compliance, tracking, and financial administration processes of related funding programs which ensures consistent city-wide administration.
d. Describe your methods for assessing fraudulent occurrences.
e. Describe the points at which written, deliverable reports will be provided.
f. Number of employees Contractor will commit per site.
g. **Provide the City with Respondent's standard contract and letter of engagement.**

B. Segment 2 – Company Work Experience and Personnel **(50 pts)**:

i. Firm Qualifications & Experience: State the number of years the Respondent company has been providing comprehensive grant consulting services. Describe only relevant municipal, corporate, and individual experience for the company and personnel who will be actively engaged in the project. Do not include corporate experience unless personnel assigned to this project actively participated. Supply the project title, year, and reference name, title, present address, and phone number of principal persons for whom prior projects were accomplished.

The City is most interested in the Offeror's experience within the State of Texas.

ii. Key Personnel/Staff Qualifications & Resumes: Include names, qualifications, certifications, and resumes of **all** personnel who will be assigned to the account. State the primary work assigned to each person and the percentage of time each person will devote to this work. Identify key people by name and title.

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

i. Identification and hourly rates of staff members.
Itemize to show the categories of assigned personnel and their hourly rates. This will become part of the resulting Contract.

ii. Travel Expenses- Travel expenses shall be in compliance with City travel policy.

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

A. Evaluation Criteria: Weights:

- Respondent's Project Approach (Segment 1) 50 pts
- Company Work Experience and Personnel (Segment 2) 50 pts

Maximum Weight: 100 pts

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

C. The City reserves the right to reject any or all proposals submitted, or to award to the respondent who in the City's opinion, offers the best value to the City. The City also reserves the right to cancel the RFP process and pursue alternate methods for providing the requirements.

D. The City reserves the right to conduct studies and other investigations as necessary to evaluate any proposal.

E. The City reserves the right to waive any minor technicality, irregularities, or informalities noted in the submission process. Submission of proposal confers no legal rights upon any Respondent.

F. The City reserves the right to request further documentation or information and to discuss proposal response with any Respondent in order to answer questions or to clarify any aspects of the proposal.

G. The City may develop a "short list" of qualified proposal and may determine that the Respondent(s) should submit a Best and Final Offer (BAFO). Each "short listed" Respondent will be given a reasonable opportunity for discussion and revision of their proposal.

5. AGREEMENT NEGOTIATIONS AND AWARD PROCESS:

A. A proposal presented in response to this RFP is subject to negotiation concerning any issues deemed relevant by the City. The City reserves the right to negotiate any issue with any party at any time.

B. Any unsolicited communication by the Respondent to a City official, undesignated employee, or an evaluation team member evaluating or considering the offers may be grounds for disqualifying the offending Offeror from consideration of award.

C. Submission of proposal indicates the Respondent's acceptance of the evaluation process and recognition that the City may make subjective judgments in evaluating the proposal to determine the best value for the City.

D. If negotiations are successful, the City and Respondent may enter into an agreement.

E. If negotiations are unsuccessful, the City may formally end negotiations with that Respondent. The City may:

i. Select the next most highly qualified Respondent and attempt to negotiate an agreement at fair and reasonable terms, conditions, and cost with that Respondent.

ii. The City shall continue this process until an agreement is entered into or all negotiations are terminated.

F. The City also reserves the right to reject any or all submittals, or to accept any submittal deemed most advantageous, or to waive any irregularities or informalities in the submittal received.

G. An independent signed authorized contract will be sent to the successful Respondent. Execution of a City of Leander contract is required prior to starting work and processing any payments to the awarded Respondent.

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

A. Provide City contact(s) information for implementation of the Agreement.

B. Identify specific milestones, goals, and strategies to meet objectives.

ATTACHMENT A
REFERENCE SHEET

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: _____

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

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

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

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

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

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

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

_____

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

_____ _____

Signature of vendor doing business with the governmental entity Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

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

EXHIBIT B

SOLICITATION NUMBER: _____

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

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

  YES, I INTEND TO USE SUBCONTRACTORS ON THIS CONTRACT **YES**
  If yes complete the information below

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

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

- *Add additional pages as needed*

City of Leander

Standard Definitions, Terms and Conditions

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

I. DEFINITIONS

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

A. **ADDENDUM** – A written instrument issued by the City that modifies or clarifies the Solicitation prior to the Due Date. "Addenda" is the plural form of the word.

B. **AGREEMENT/CONTRACT** – A mutually binding legal document obligating the Vendor to furnish the goods, equipment or services specified within the Solicitation and obligating the City to pay for the goods, equipment, or services specified.

C. **APPROPRIATE, APPROPRIATED, OR APPROPRIATION** – The adoption by the City Council of a budget for a fiscal year that includes payments to be made under the Contract during the respective fiscal year.

D. **BID/PROPOSAL/RESPONSE/OFFER/QUOTE/QUOTATION** – A complete, properly signed response to a Solicitation that, if accepted, would bind the Respondent to perform the resulting Contract.

E. **BIDDER/PROPOSER/RESPONDENT/OFFERER** – A person, firm or entity identified throughout the Solicitation that they consider themselves qualified to provide the goods, equipment or services specified herein, and are interested in making an offer to provide the goods, equipment or services to the City.

F. **CITY** – The City of Leander, a home-rule municipal corporation located in Williamson County, Texas.

G. **DELIVERABLES** – The goods, products, materials, and/or services to be provided to the City under a Purchase Order or Contract.

H. **DUE DATE** – The date and time specified for receipt of Bids, Proposals, Responses, Offers, Quotations and Qualification Statements.

I. **GOODS** – Materials, supplies, commodities and/or equipment.

J. **LATE OFFER** – A Bid, Proposal, Quote, Response, or Submittal that is received after the Due Date and time specified in the Solicitation.

K. **NON-PROFESSIONAL SERVICES** – services performed that are not of a professional nature such as lawn care, security, janitorial, etc.

L. **PIGGYBACK CONTRACT** – A Contract or Agreement that has been competitively bid in accordance with State of Texas statutes, rules, policies and procedures and has been extended for the use of state and local agencies and active State of Texas CO-OP entities.

M. **PURCHASE ORDER** – An order placed by the City for the purchase of goods or services issued on the City's standard purchase order form and which, when accepted by the Vendor, becomes a Contract. The Purchase Order is the Vendor's authority to deliver and invoice the City for Goods or Services specified, and the City's commitment to accept the Goods or Services for an agreed upon price.

N. **PROFESSIONAL SERVICES** – Services that use skills that are predominantly mental or intellectual, rather than physical or manual such as accounting, architecture, land surveying, law, medicine, optometry, professional engineering, etc.

O. **REQUEST FOR QUALIFICATIONS STATEMENTS (RFQ)** – A solicitation used to acquire professional services as defined by the State of Texas Government Code, Chapter 2254.

P. **RESPONSIBLE** – Refers to the financial and practical ability of the Offeror to perform the Contract and takes into consideration resources, expertise, and past performance of the Offeror as well as compliance with all City ordinances concerning the purchasing process.

Q. **RESPONSIVE** – Meeting all the requirements of a Solicitation.

R. **SERVICES** – Work performed to meet the requirements and demand of the Purchase Order. The furnishing of labor, time, or effort by the Vendor and their ability to comply with promised delivery dates, specification and technical assistance specified.

S. **SOLICITATION/INVITATION TO BID/REQUEST FOR PROPOSALS/REQUEST FOR QUOTES** – The Solicitation document issued by the City containing terms, conditions and specifications for the service or commodity to be procured.

T. **SUBCONTRACTOR** – Any person or business enterprise providing goods, labor, and/or services to a Vendor if such goods, equipment, labor, and/or services are procured or used in fulfillment of the Vendor's obligations arising from a Contract with the City.

U. **VENDOR/CONTRACTOR** – Person or business enterprise providing goods, equipment, labor and/or services to the City as fulfillment of obligations arising from an Agreement or Purchase Order.

II. SOLICITATIONS

A. CONFLICT OF INTEREST:

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

B. COMMUNICATIONS WITH THE CITY:

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

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

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

D. CONFIDENTIALITY OF RESPONSES, PUBLIC INFORMATION ACT:
All Responses are subject to release as public information unless the Response or specific parts of the Response can be shown to be exempt from the Texas Public Information Act. Respondents are advised to consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information. The City assumes no obligation or responsibility for asserting legal arguments on behalf of potential Respondents.
If a Respondent believes that a Response or parts of a Response are confidential, then the Respondent shall so specify. The Respondent shall stamp in bold red letters the term "**CONFIDENTIAL**" on that part of the Response, which the Respondent believes to be confidential. Vague and general claims as to confidentiality shall not be accepted. All Responses and parts of Responses that are not marked as confidential will be automatically considered public information. Notwithstanding, responses to Requests for Proposals shall be opened in a manner that avoids disclosure of the contents to competing offeror and keeps the proposals secret during negotiations as provided for in Section 252.049 of the Local Government Code.

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

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

G. RESPONSES BECOME PROPERTY OF THE CITY:
Submissions received in response to a Solicitation become the sole property of the City.

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

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

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

K. REQUIREMENTS FOR SUBMISSION OF RESPONSE OF FORMAL SOLICITATION:

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

L. PURCHASE ORDERS

A. GENERAL TERMS AND CONDITIONS

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

2. ABSENCES OF PURCHASE ORDER OR AGREEMENT:
The City is not responsible for delivery of any materials or services without a proper Purchase Order.

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

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

5. **SUBCONTRACTORS**:
If the Vendor utilizes Subcontractors in providing the goods and/or services under this Purchase Order, the Vendor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Vendor is responsible for the Vendor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law. The Vendor shall:
   a. Require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Agreement;
   b. Prohibit the Subcontractor from further subcontracting any portion of the Agreement without the prior written consent of the City and the Vendor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
   c. Require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Vendor in sufficient time to enable the Vendor to include same with its invoice or application for payment to the City in accordance with the terms of the Agreement;
   d. Require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Vendor, with the City being a named insured as its interest shall appear;
   e. Require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City;
   f. Pay each Subcontractor its appropriate share of payments made to the Vendor not later than ten (10) calendar days after receipt of payment from the City.

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

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

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

   a. Insurance Requirements:

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

      - Builder's Risk: based upon full construction costs, if required per contract
      - Workers' Compensation and Employers' Liability

State of Texas:	$1,000,000 Each Accident
Employer's Liability:	$ 100,000 Each Accident $ 500,000 Disease-Policy Limit $ 100,000 Disease-Each Employee

      - Waiver of Subrogation
      - Commercial General Liability

        Bodily Injury & Property Damage

General Aggregate Limit:	$1,000,000
Personal & Advertising Injury Limit:	$ 500,000
Each Occurrence Limit:	$1,000,000

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

- Commercial Automobile Liability Limits

  Bodily Injury & Property Damage

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

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

9. **EXCEPTIONS TO SPECIFICATIONS**:
Any deviation from the specifications must be clearly indicated in the Response to the Solicitation or promptly documented in writing at or before the time of the award. Any deviations or exceptions are subject to review by the City and may be grounds for rejection.
10. **TRAVEL EXPENSES**:
All travel, lodging and/or per diem expenses associated with providing the materials, equipment or services specified must be included in the original Quotation and/or the resulting Purchase Order or Agreement. All travel expenses are subject to review by the City and documentation of actual itemized expenses may be requested. No reimbursement will be made without prior authorization, or for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed.
11. **HUB REQUIREMENTS**:
The City complies with the requirements of the State of Texas *Local Government Code,* Chapter 252, Section 252.0215.
12. **SPECIAL TOOLS AND EQUIPMENT**:
If the price stated in the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Vendor to fulfill the Agreement, such special tooling and/or equipment and all process sheets associated thereto shall become the property of the City and shall be identified by the Vendor as such.

B. SERVICES

1. **PLACE AND CONDITIONS OF WORK, ACCESS TO SITE**:
If Services are to be performed principally on the City's premises or in public rights of way, the City shall provide the Vendor access to the sites where the Vendor is to perform the Services as required in order for the Vendor to perform in a timely and efficient manner, in accordance with and subject to applicable security laws, rules and regulations. The Vendor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of the materials, equipment, labor and facilities necessary to perform the Services and any other conditions or states of fact which could, in any way, affect performance of the Vendor's obligations under the Agreement. The Vendor shall promptly notify the City if the actual site or service conditions differ from the expected conditions and failing to do so, hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature.
2. **VENDOR TO PROVIDE ALL MATERIAL, EQUIPMENT, LABOR**:
Vendor shall provide all goods and labor necessary to perform Services. All material must be new and all equipment utilized must be in good safe working condition and suitable for Services. Vendor shall employ all personnel for Services in accordance with the requirements of applicable local, state, and federal law.
3. **WORKFORCE**:
If Services are to be performed principally on the City's premises or on public right-of-ways:
Vendor shall employee only orderly and competent workers, skilled in the performance of the Services which they will perform under the Agreement. Vendor, its employees, subcontractors and subcontractor's employees while engaged in participating in a Solicitation or while in the course and scope of delivering goods and services under a City Purchase Order or Agreement may not: use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the Agreement; or use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated or under the influence of alcohol or drugs while on the job.
If the City or the City's representative notifies the Vendor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Vendor shall immediately remove such worker from Agreement services and may not employ such worker again on Agreement services without the City's prior consent.
4. **COMPLIANCE WITH ALL HEALTH, SAFETY AND ENVIRONMENTAL REQUIREMENTS**:
If Services are to be performed principally on the City's premises or on public rights of way, the Vendor, its subcontractors and their respective employees, shall comply fully with all applicable federal, state and local health, safety and environmental laws, ordinances, rules and regulations in the performance of the Services, including but not limited to those promulgated with the City and the Occupational Safety and Health Administration (OSHA). In the case of conflict, the most stringent safety requirement shall govern. The Vendor shall defend, indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liabilities of any kind or nature arising from the breach of the Vendor's obligations under this paragraph.
5. **STOP WORK NOTICE:**
The City may issue an immediate Stop Work Notice in the event the Vendor is observed performing in a manner that is in violation of Federal, State or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Vendor shall cease all work until

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

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

C. COMMODITIES/EQUIPMENT

1. **MATERIAL SAFETY DATA SHEETS**:
Under the "Hazardous Communication Act," commonly known as the "Texas Right to Know Act," a Vendor must provide to the City WITH EACH DELIVERY Material Safety Data Sheets, which are applicable to hazardous substances as defined in the Act.
2. **GOODS:**
Goods furnished shall be new and the latest improved model in current production, as offered to commercial trade, and shall be of quality workmanship and material. The Vendor represents that all goods and equipment offered shall be new. Unless otherwise specified, used, shopworn, demonstrator, prototype or discontinued models are not acceptable.
3. **PACKAGING OF DELIVERABLES**:
Vendor must package deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and the unit price. Unless otherwise provided in writing by the City, each shipping container shall be clearly and permanently marked with the Vendor's name and address, and the City's name, address and Purchase Order number. Vendor shall bear all costs of packaging. Deliverables must be suitably packed to secure lowest transportation cost, conform with requirements of common carriers and ensure safe delivery. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
4. **WARRANTY**:
The goods or equipment specified shall be warranted against defects in material or workmanship for a period of not less than twelve (12) months from date of acceptance by the City. If the manufacturer's warranty exceeds twelve (12) months, then the manufacturer's warranty shall be in effect. Vendor shall furnish a copy of the manufacturer's warranty at the time of delivery.
5. **NO LIMITATION OF MANUFACTURERS' WARRANTIES**:
Vendor may not limit, exclude or disclaim any warranty provided by manufacturer.

D. DELIVERY

1. **DELIVERY TERMS, TRANSPORTATION CHARGES, FOB**:
Deliverables shall be shipped FOB destination (point of delivery) unless otherwise specified on the Purchase Order or in the Solicitation. The Vendor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship deliverables. The place of delivery shall be specified in the Purchase Order.
2. **NO SUBSTITUTIONS OR CANCELLATIONS**:
Unless specifically permitted in writing by the City, no substitutions or cancellations shall be acceptable.
3. **NOTICE OF DELAY IN DELIVERY**:
If a delay in delivery is anticipated, Vendor shall give written notice to the City. The City has the right to extend the delivery time/service date, or to cancel the Purchase Order or Agreement. Vendor shall keep the City advised at all times of the status of the order. Default in promised delivery, service or failure to meet specifications authorizes the City to procure the goods or services from an alternate source and charge the full increase, if any, in cost and handling to defaulting Vendor. Default on delivery may result in legal action and recourse.
4. **DELIVERY LOCATION, HOURS, DAYS, HOLIDAYS**:
Unless otherwise specified, all deliveries must be made to City of Leander, at the City Department ship to address on the Purchase Order between the hours of 8AM and 4PM (CST), Monday through Friday except regularly observed state and federal holidays. Receipt of goods or materials does not signify acceptance.
5. **NO SHIPMENT UNDER RESERVATION**:
Vendor is not authorized to ship deliverables under reservation and no tender of bill of lading will operate as a tender of deliverables.
6. **TITLE/RISK OF LOSS**:
Title to and risk of loss of the deliverables shall pass to the City only when the City actually receives and accepts the deliverables (no delivery, no sale).
7. **RIGHT OF INSPECTION AND REJECTION**:
The City expressly reserves all rights under law, including but not limited to, the Uniform Commercial Code, to inspect the deliverables at delivery or at a reasonable time subsequent to delivery, and to reject defective or non-conforming deliverables. If the City has the right to inspect the Vendor's or the Vendor's subcontractors facilities, or the deliverables at the Vendor's or the Vendor's subcontractors premises, the Vendor shall furnish or shall cause to be furnished without additional charge all reasonable facilities and assistance to the City to facilitate such inspection.
8. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING GOODS**:

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

E. PAYMENT

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

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

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

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

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

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

7. VENDOR OWING TAXES OR FEES TO THE CITY:
Payment will not be made to any person, firm or in arrears in taxes or fees to the City.

IV. TERMS, CONDITIONS AND ADDITIONAL REQUIREMENTS

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

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

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

D. TERMINATION/CANCELLATION:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

S. **INTERLOCAL COOPERATIVE PURCHASING/PIGGYBACK CONTRACTS**:
Other governmental entities may be extended the opportunity to purchase from Solicitations of the City, with the consent and agreement of the awarded Vendor(s) and the City. Such consent and agreement shall be conclusively inferred from lack of exception to this clause in Vendor's Response. However, all parties indicate their understanding and all parties hereby expressly agree that the City is not an agent of, partner to or representative of those outside agencies or entities and that the City is not obligated or liable for any action or debts that arise out of such independently negotiated piggyback procurements.

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

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

V. **NOTICES**:

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

W. GRATUITIES:

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

X. PERSONAL INTEREST PROHIBITED:

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

Y. WAIVER:

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

Z. DISPUTE RESOLUTION:

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

AA. INVALIDITY:

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

BB. RIGHT TO ASSURANCES:

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

CC. ANTI-BOYCOTT VERIFICATION: To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, the Vendor represents that neither the Vendor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Contractor (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms "boycotts Israel" and "boycott Israel" as used in this paragraph have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended

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

LANGFORD COMMUNITY MANAGEMENT SERVICES EST. 1983

PROFESSIONAL GRANT ADMINISTRATION SERVICES PROPOSAL RFQ-S24-008

LEANDER, TEXAS

PROPOSED BY:

Langford Community Management Services 9017 W. Hwy. 29,
Suite 206
Liberty Hill, Texas 78642

With satellite offices in:
Beaumont, Magnolia, Stockdale, Karnes City and Harlingen

LANGFORD COMMUNITY MANAGEMENT SERVICES EST. 1983

City of Leander, Texas
Attention: Purchasing 105
N. Brushy Street Leander,
TX 78641

April 25, 2024

RE: Request for Proposal (RFP) for Administrative/Professional Services, S24-008

Langford Community Management Services (LCMS) is pleased to present this proposal in response to the City's Request for Proposals (RFP). With a deep understanding of the City's Scope of Work, LCMS offers comprehensive project-based grant services to ensure compliance with all state, federal, and local requirements during program application and implementation.

Founded in 1983 by Bill Langford, LCMS has served Texas cities and counties for over 41 years, providing expert grant writing and administration services. Bill Langford's background in public service as a City Manager in Harker Heights and Gladewater, followed by his role as Council of Government (COG) Director in Jasper, laid the foundation for LCMS's commitment to professional services for rural communities at affordable costs. Continuing this legacy, LCMS has incorporated as a Woman-Owned Business Enterprise (WBE) and is certified as a Historically Underutilized Business (HUB) since 2009.

Specializing in community and economic development, LCMS is dedicated to enhancing Texas communities through local program development and advocating for affordable housing. Our team of grant specialists brings decades of combined experience, ensuring expert guidance in grant writing and management. We pride ourselves on our team's public service background, guaranteeing a deep understanding of the impact of grant funds on communities.

With LCMS, you will receive exceptional customer service. Our commitment to your project is underscored by my personal involvement in every step. As a Texas-based business, we operate solely in Texas, focusing on serving its communities with a high level of attention and care. LCMS has successfully managed CDBG projects for entitlement communities such as Williamson County and the City of San Marcos.

We invite you to contact our references and compare our services. Not all grant administration firms are equal, and we are confident that LCMS's dedication and expertise set us apart. If you require further information or have any questions, please do not hesitate to contact me at (512) 452-0432. We look forward to the possibility of working together to achieve your community development goals.

Sincerely,

Judy Langford
Owner/President
Langford Community Management Services
9017 West State Highway 29, Suite 206 Liberty
Hill, Texas 78642

With satellite offices in Lake Jackson, Magnolia, Stockdale, Karnes City, and Harlingen

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SEGMENT 1

PROJECT APPROACH

PROJECT APPROACH

Langford Community Management Services, Inc. (LCMS) has been serving Texas Cities and Counties and their grant writing and administration needs for over 41 years. LCMS incorporated as a Women-owned Business Enterprise (WBE) in 1997, having worked with numerous grants since 1983 as a sole proprietorship. LCMS became a certified HUB through the Secretary of State's office and has maintained that certification since 2009. As a Texas "home-grown" business, LCMS has chosen to concentrate in helping to strengthen Texas communities through community and economic development while advocating for affordable housing through local program development and statewide policy changes affecting Texas communities. Judy Langford, President and Owner, is actively engaged in every project we undertake, and will be integrally involved in every step along the way. With our roots in public service, LCMS strives to meet our clients' needs with the recognition that all local governments are in place to assist the public and provide basic services to sustain their communities.

Our approach to providing the required grant administration services involves a comprehensive work program spanning from opportunity identification through closeout. Key elements include:

1. Grant Opportunity Identification and Pursuit

- Develop thorough understanding of City's priorities, funding needs and eligibility
- Research grant opportunities from federal, state, local and private sources
- Analyze each opportunity and make strategic recommendations to City
- Upon City selection, manage grant application development process
- Coordinate with City departments to gather information and develop competitive proposals
- Ensure proposals are complete, compliant and compelling
- Submit grant applications and manage follow up

2. Grant Award and Initiation

- Assist City with award negotiation and acceptance
- Establish project files and tracking systems
- Develop grant management plan, procedures and controls
- Assist with kick-off meetings and subrecipient training
- Complete environmental reviews per 24 CFR Part 58
- Finalize budgets, scopes and milestones

3. Grant Administration and Compliance

- Provide ongoing technical assistance and oversight
- Perform financial management in accordance with 2 CFR 200
- Process payment requests and manage budget
- Monitor subrecipient performance and spending

- Ensure compliance with federal requirements (e.g. Davis-Bacon, URA, Section 3, FHEO)
- Review contracts and change orders
- Resolve issues to keep projects on track
- Provide audit support and respond to monitoring findings

4. Reporting and Closeout

- Prepare and submit performance and financial reports
- Assist City with funding draws and reimbursement
- Verify match requirements are met
- Manage orderly closeout with funding agency
- Assemble final documentation for City records

Our work begins well before grant award, partnering with the City to identify opportunities and develop competitive applications. Upon award, we shift into startup activities including establishing grant management systems, completing environmental reviews, and finalizing implementation plans.

The bulk of the project timeline is dedicated to proactive grant administration and compliance - this is where our team provides hands-on oversight and technical assistance to keep the program on track. Regular milestones include quarterly reports, funding draw requests, and annual monitoring.

As the grant nears completion, we work with the City to verify all program requirements have been met and assemble the necessary documentation for smooth closeout. Throughout the entire process, our team maintains precise records and audit-ready files.

Langford Community Management Services has extensive experience developing and implementing effective policies, procedures, and controls for grant administration. This includes successful work with the City of San Marcos where we reviewed, developed, and implemented policies, procedures, and controls for application, reporting, compliance, tracking, and financial administration processes of related funding programs to ensure consistent city-wide administration.

Our team tailors our approach to each City's needs while ensuring consistency with grant requirements. For example, on a recent CDBG-DR infrastructure project, we worked with the City to:

- Establish clear roles and responsibilities for grant oversight
- Develop standard operating procedures for financial management
- Create reporting templates and submittal schedules
- Implement compliance monitoring tools for Davis-Bacon, Section 3, etc.
- Conduct fraud risk assessment and prevention training

These efforts resulted in a well-documented, consistently administered program that successfully met all HUD requirements upon monitoring. Our team is also well-versed in audit support, routinely providing documentation and responses to internal auditors as well as state and federal agencies.

In terms of detecting fraud, waste and abuse, we employ techniques such as:

- Fraud awareness training for staff and subrecipients
- Proactive data analysis to identify potential irregularities
- Compliance monitoring and sampling of financial transactions
- Whistleblower policies and anonymous reporting mechanisms
- Timely investigation and resolution of red flags

Our team will provide the City with written status reports on a monthly basis, detailing accomplishments, issues, spending and upcoming activities for each grant. Additional ad hoc reports can be provided as needed.

We propose assigning a dedicated project manager to serve as the City's primary point of contact, supported by 2-3 grant specialists that will be available to assist as the workload requires. This will ensure reliable, responsive service for the City.

In summary, our proven technical approach demonstrates a thorough yet efficient plan for comprehensive grant administration on the City's behalf. Coupled with our directly relevant experience, robust management systems, and focus on proactive communication, we are well-positioned to support Leander in successfully securing and managing grant funds.

SEGMENT 2

EXPERIENCE & PERSONNEL

EXPERIENCED STAFF

Langford Community Management Services, Inc. (LCMS) has been serving Texas Cities and Counties and their grant writing and administration needs for over 41 years. LCMS incorporated as a Women-owned Business Enterprise (WBE) in 1997, having worked with numerous grants since 1983 as a sole proprietorship. LCMS became a certified HUB through the Secretary of State's office and has maintained that certification since 2009. As a Texas "home-grown" business, LCMS has chosen to concentrate in helping to strengthen Texas communities through community and economic development while advocating for affordable housing through local program development and statewide policy changes affecting Texas communities. Judy Langford, President and Owner, is actively engaged in every project we undertake, and will be integrally involved in every step along the way. With our roots in public service, LCMS strives to meet our clients' needs with the recognition that all local governments are in place to assist the public and provide basic services to sustain their communities.

LCMS ranks our employees as our #1 asset. Our work with more than 150 communities would not be possible without the knowledge, experience and skills of our staff members. LCMS has in place a strong team with vast training and experience in the CDBG-MIT and TxCDBG Programs. Our staff members are trained and certified through the Texas Department of Agriculture to be administrators of the TxCDBG Program. Many are CDBG trained for environmental reviews and trained and certified with the Texas Department of Transportation for administration of TxDOT projects.

We are deeply knowledgeable regarding program eligibility and requirements for a wide variety of infrastructure needs including water, sewer, streets, drainage, flood control, coastal protection, public buildings, parks, generators, and other facilities. We understand what is required to meet local needs for infrastructure in low-to-moderate income neighborhoods, on a system-wide basis, and to support local job creators.

We have included the resumes of staff that will have the potentional to work with you depending on the funding agency.

☐ Project Descriptions

Flood & Drainage and Streets Improvements

Kyle, TX

Client
City of Kyle

Start/Completion
November 2020 – November 2021

Overall Value
$ 3.1 million

Relevant Services:
- ✓ Grant Administration
- ✓ Project Management
- ✓ Technical Assistance & Training

Improvements to increase storm water collection capacity

LCMS has completed a Flood & Drainage, and Streets Improvements project on Windy Hill Road through a GLO-DR grant of $3.1 Million Dollars for the City of Kyle. The street improvements included removing and replacing existing culverts, roadway and approaches as well as widening the roadway pavement and structure to add turn lane capacity and install railing and end treatments. The Flood & Drainage Improvements increased the storm water collection capacity by increasing channel conveyance capabilities, remove and replace existing culverts with drainage structures, armor the channel and ditches and perform minor channel work downstream of the crossing at Windy Hill Road.

Metrics: 2100 LF of Street improvements were performed along Windy Hill Rd. 1447 LF of Drainage Improvements by way of culvert upsizing and replacement were performed along the same stretch of Windy Hill Rd.

Highlights: These improvements increased road failures and mitigated flood risks along Windy Hill. A total of 12,420 residents benefited from these improvements of which 6.045 qualify as LMI individuals.

Achievements: These improvements conform with TxDOT standards and enhance safety for all drivers. Additionally, flood risk has been mitigated at this crossing due to the culvert upsizing and replacement as the water conveyance has improved capability to flow downstream without overtopping the roadway.

Flood & Drainage Improvements

Shiner, TX

Client
City of Shiner

Start/Completion
April 2021 – October 2021

Overall Value
$272,693

Relevant Services:

- ✓ Grant Administration
- ✓ Project Management
- ✓ Technical Assistance & Training

Improvements to increase storm water collection capacity

LCMS completed a Flood & Drainage Improvements project through a GLO-DR grant for the City of Shiner. This Flood & Drainage improvement project included replacing existing concrete; install storm sewer lines, inlets, and junctions on S. Mary Street.

Metrics: 853 LF of Drainage Improvements were performed on S. Mary Street from Church Street to Bozka Street.

Highlights: These improvements increased drainage capacity and mitigated flood risks along S. Mary Street. The installation of the above-mentioned components aid to enhance drainage efficiency, prevent water accumulation, and convey storm water away from the roadway. An income-dependent survey was completed to determine project beneficiaries. A total of 22 residents benefited from these improvements of which 13 qualify as LMI individuals.

Achievements: By addressing drainage issues, this project assists with increasing community resiliency. Residents and Businesses in the area benefit from reduced flood risks and improved road conditions. Replacement of the inadequate components contributes to the longevity of the infrastructure and reduces maintenance needs.

Flood & Drainage Improvements

Wimberly, TX

Client
City of Wimberly

Start/Completion
November 2020 – April 2021

Overall Value
$311,217

Relevant Services:
- ✓ Grant Administration
- ✓ Project Management
- ✓ Technical Assistance & Training

Improvements to mitigate flood risk at low-water crossing

LCMS completed a Flood & Drainage Improvements project through a GLO-DR grant for the City of Wimberley. This Flood & Drainage improvement project included demolishing existing roadway on Hoots Holler Road, installing storm inlets, reinforcing concrete roadway, and reinforcing the concrete apron and slope pavement.

Metrics: 160 LF of Drainage Improvements were completed along the Hoots Holler Low Water Crossing.

Highlights: The installation of strategically placed storm inlets created an efficient collection method to channel stormwater, thus preventing flooding and erosion. An income-dependent survey was completed to determine project beneficiaries. A total of 24 residents benefited from these improvements.

Achievements: These improvements alleviated the flood risk and potential overtopping of water during heavy storm events. As this crossing is no longer at risk of becoming impassable for residents and emergency personnel, this project has achieved its goals of stormwater management, increased resident safety and improved infrastructure quality.

Langford Community Management Services
Grant Management Experience

YEAR	CLIENT	AMOUNT		YEAR	CLIENT	AMOUNT
1988	Florence	$ 250,000.00		1995	McMullen County	$ 265,504.00
1989	Buckholts	$ 168,000.00		1995	Runge	$ 265,504.00
1989	Devine	$ 250,000.00		1995	Thrall	$ 250,000.00
1989	Harker Heights	$ 227,540.00		1996	Atascosa County	$ 500,000.00
1989	Runge	$ 250,000.00		1996	Atascosa County	$ 250,000.00
1990	Charlotte	$ 250,000.00		1996	Blanco	$ 350,000.00
1990	Harker Heights	$ 246,650.00		1996	Blanco	$ 250,000.00
1990	Llano	$ 250,000.00		1996	Charlotte	$ 250,000.00
1990	Moody	$ 200,000.00		1996	Falls City	$ 250,000.00
1990	Taft	$ 273,925.00		1996	Florence	$ 250,000.00
1991	Jourdanton	$ 385,000.00		1996	Lampasas	$ 250,000.00
1991	La Vernia	$ 383,000.00		1996	Marble Falls	$ 434,769.00
1991	Milam County	$ 250,000.00		1996	Moody	$ 250,000.00
1991	Thorndale	$ 186,015.00		1997	La Grange	$ 250,000.00
1991	Blanco	$ 250,000.00		1998	Atascosa County	$ 500,000.00
1991	Charlotte	$ 250,000.00		1998	Bastrop	$ 250,000.00
1991	Devine	$ 177,700.00		1998	Charlotte	$ 250,000.00
1991	Falls City	$ 250,000.00		1998	Florence	$ 250,000.00
1992	Runge	$ 250,000.00		1998	Harker Heights	$ 250,000.00
1992	Thrall	$ 250,000.00		1998	La Coste	$ 250,000.00
1992	Falls City	$ 250,000.00		1998	Live Oak County	$ 300,000.00
1992	Gillespie County	$ 300,000.00		1998	Marble Falls	$ 300,000.00
1993	Blanco	$ 250,000.00		1998	Marble Falls	$ 200,000.00
1993	Charlotte	$ 250,000.00		1998	Smithville	$ 250,000.00
1993	Devine	$ 250,000.00		1999	Atascosa County	$ 500,000.00
1993	Florence	$ 171,870.00		1999	Bandera	$ 250,000.00
1993	Gillespie County	$ 250,000.00		1999	Belton	$ 250,000.00
1993	Harker Heights	$ 229,122.00		1999	Charlotte	$ 250,000.00
1993	Holland	$ 250,000.00		1999	Cuney	$ 250,000.00
1993	Llano	$ 250,000.00		1999	Hays County	$ 350,000.00
1993	Rockdale	$ 250,000.00		1999	Hays County	$ 350,000.00
1993	Runge	$ 250,000.00		1999	Holland	$ 250,000.00
1994	Bee County	$ 300,000.00		1999	Kyle	$ 250,000.00
1994	Bee County	$ 499,845.00		1999	Runge	$ 250,000.00
1994	Buda	$ 250,000.00		1999	Smithville	$ 350,000.00
1994	Falls City	$ 250,000.00		2000	Devine	$ 250,000.00
1994	Lampasas	$ 250,000.00		2000	Fayetteville	$ 226,732.00
1994	Rockdale	$ 250,000.00		2000	Flatonia	$ 250,000.00
1994	Travis County	$ 250,000.00		2000	Hays County	$ 250,000.00
1995	Buckholts	$ 250,000.00		2000	Harker Heights	$ 250,000.00
1995	La Coste	$ 250,000.00		2000	Hondo	$ 250,000.00

Langford Community Management Services
Grant Management Experience

YEAR	CLIENT	AMOUNT		YEAR	CLIENT	AMOUNT
2000	Marble Falls	$ 250,000.00		2004	Devine	$ 250,000.00
2000	Mexia	$ 250,000.00		2004	Falls City	$ 250,000.00
2000	Moody	$ 250,000.00		2004	Fayette County	$ 250,000.00
2000	Smithville	$ 250,000.00		2004	Flatonia	$ 313,000.00
2001	Bastrop	$ 250,000.00		2004	Marble Falls	$ 250,000.00
2001	Cuney	$ 250,000.00		2004	Mexia	$ 250,000.00
2001	Falls City	$ 250,000.00		2004	Streetman	$ 250,000.00
2001	Fayette County	$ 250,000.00		2005	Bartlett	$ 250,000.00
2001	Flatonia	$ 250,000.00		2005	Bastrop County	$ 250,000.00
2001	Holland	$ 250,000.00		2005	Bastrop	$ 350,000.00
2001	Karnes County	$ 250,000.00		2005	Bastrop County	$ 250,000.00
2001	Kyle	$ 250,000.00		2005	Bastrop County	$ 350,000.00
2001	McMullen County	$ 300,000.00		2005	Devine	$ 250,000.00
2001	Travis County	$ 189,820.00		2005	Fayette County	$ 250,000.00
2002	Atascosa County	$ 310,501.08		2005	Flatonia	$ 250,000.00
2002	Bandera	$ 186,249.00		2005	Florence	$ 250,000.00
2002	Bee County	$ 300,000.00		2005	La Coste	$ 250,000.00
2002	Blanco	$ 96,008.00		2005	Live Oak County	$ 300,000.00
2002	Blanco	$ 350,000.00		2005	Moody	$ 250,000.00
2002	Devine	$ 250,000.00		2005	Runge	$ 250,000.00
2002	Falls City	$ 231,533.00		2005	Streetman	$ 250,000.00
2002	Florence	$ 250,000.00		2005	Taylor	$ 400,000.00
2002	Hays County	$ 217,790.00		2005	Thrall	$ 250,000.00
2002	Hondo	$ 250,000.00		2005	Weimar	$ 250,000.00
2002	Karnes County	$ 350,000.00		2006	Atascosa County	$ 250,000.00
2002	La Coste	$ 250,000.00		2006	Bandera	$ 250,000.00
2002	Lampasas	$ 250,000.00		2006	Blanco	$ 250,000.00
2002	Rockdale	$ 250,000.00		2006	Charlotte	$ 250,000.00
2002	Runge	$ 250,000.00		2006	Cisco	$ 250,000.00
2002	Smithville	$ 250,000.00		2006	Falls City	$ 250,000.00
2002	Weimar	$ 350,000.00		2006	Giddings	$ 250,000.00
2003	Atascosa County	$ 250,000.00		2006	Harker Heights	$ 250,000.00
2003	Bee County	$ 300,000.00		2006	Hondo	$ 250,000.00
2003	Blanco	$ 250,000.00		2006	Lampasas	$ 250,000.00
2003	Charlotte	$ 250,000.00		2006	Marble Falls	$ 250,000.00
2003	Fayetteville	$ 250,000.00		2006	Rockdale	$ 250,000.00
2003	Giddings	$ 250,000.00		2006	Smithville	$ 250,000.00
2003	Runge	$ 250,000.00		2007	Bandera	$ 250,000.00
2003	Thrall	$ 250,000.00		2007	Bastrop County	$ 250,000.00
2004	Bandera	$ 250,000.00		2007	Bastrop County	$ 250,000.00
2004	Belton	$ 250,000.00		2007	Charlotte	$ 250,000.00

Langford Community Management Services
Grant Management Experience

YEAR	CLIENT	AMOUNT		YEAR	CLIENT	AMOUNT
2007	Gatesville	$ 350,000.00		2009	Marble Falls	$ 250,000.00
2007	Giddings	$ 250,000.00		2009	Martindale	$ 250,000.00
2007	Karnes County	$ 250,000.00		2009	Moody	$ 250,000.00
2007	Lampasas	$ 350,000.00		2009	Rockdale	$ 250,000.00
2007	Marble Falls	$ 350,000.00		2009	Runge	$ 250,000.00
2007	Marble Falls	$ 350,000.00		2009	Smithville	$ 250,000.00
2007	McMullen County	$ 500,000.00		2009	Streetman	$ 250,000.00
2007	Runge	$ 250,000.00		2010	Atascosa County	$ 250,000.00
2008	Atascosa County	$ 250,000.00		2010	Bertram	$ 250,000.00
2008	Atascosa County	$ 84,435.00		2010	Blanco	$ 250,000.00
2008	Bastrop	$ 250,000.00		2010	Cottonwood Shores	$ 350,000.00
2008	Bee County	$ 300,000.00		2010	Devine	$ 250,000.00
2008	Blanco	$ 250,000.00		2010	Falls City	$ 250,000.00
2008	Christine	$ 63,198.00		2010	Fayette County	$ 250,000.00
2008	Cisco	$ 250,000.00		2011	Christine	$ 250,000.00
2008	Cisco	$ 114,591.00		2011	Cottonwood Shores	$ 250,000.00
2008	Cisco	$ 50,000.00		2011	Dilley	$ 250,000.00
2008	Copperas Cove	$ 350,000.00		2011	Dublin	$ 250,000.00
2008	Falls City	$ 250,000.00		2011	Flatonia	$ 250,000.00
2008	Hays County	$ 250,000.00		2011	Hondo	$ 250,000.00
2008	Hondo	$ 250,000.00		2011	Karnes City	$ 250,000.00
2008	La Coste	$ 250,000.00		2011	Kenedy	$ 250,000.00
2008	Lampasas	$ 250,000.00		2011	Mathis	$ 250,000.00
2008	McMullen County	$ 300,000.00		2011	Poteet	$ 250,000.00
2008	Moody	$ 250,000.00		2011	Rockdale	$ 250,000.00
2008	Rockdale	$ 250,000.00		2011	Runge	$ 250,000.00
2008	Rockdale	$ 350,000.00		2011	Smiley	$ 250,000.00
2008	Taylor	$ 100,000.00		2011	La Feria	$ 18,000,000.00
2009	Bandera	$ 250,000.00		2011	Bastrop County	$ 503,284.67
2009	Bartlett	$ 250,000.00		2012	Bastrop County	$ 4,754,900.00
2009	Charlotte	$ 250,000.00		2012	Bastrop County	$ 23,439,414.14
2009	Christine	$ 250,000.00		2012	Bastrop County CD	$ 275,000.00
2009	Copperas Cove	$ 250,000.00		2012	Bastrop County	$ 350,000.00
2009	Fayetteville	$ 250,000.00		2012	Bee County	$ 297,036.00
2009	Flatonia	$ 250,000.00		2012	Atascosa County	$ 299,599.00
2009	Gatesville	$ 250,000.00		2012	Bynum	$ 300,000.00
2009	Hallettsville	$ 250,000.00		2012	Cisco	$ 275,000.00
2009	Hays County	$ 250,000.00		2012	Devine	$ 275,000.00
2009	Hondo	$ 250,000.00		2012	Falls City	$ 275,000.00
2009	La Grange	$ 250,000.00		2012	Falls City	$ 350,000.00
2009	Lampasas	$ 250,000.00		2012	Fayette County	$ 275,000.00

Langford Community Management Services
Grant Management Experience

YEAR	CLIENT	AMOUNT	YEAR	CLIENT	AMOUNT
2012	Florence	$ 275,000.00	2014	Stockdale	$ 275,000.00
2012	Florence	$ 327,500.00	2014	Weimer	$ 350,000.00
2012	Gatesville	$ 75,000.00	2014	West	$ 274,999.00
2012	Harker Heights	$ 350,000.00	2015	Buda	$ 430,377.00
2012	La Coste	$ 275,000.00	2015	Hays County	$ 2,349,747.00
2012	Live Oak Colonia	$ 500,000.00	2015	Hays County	$ 5,003,006.00
2012	Live Oak Colonia	$ 300,000.00	2015	Lyford B-116	$ 1,000,000.00
2012	Marble Falls	$ 275,000.00	2015	Lyford B-118	$ 433,375.00
2012	Pleasanton	$ 275,000.00	2015	Uhland	$ 277,388.00
2012	Wilson County	$ 350,000.00	2015	Bastrop County	$ 275,000.00
2013	Bartlett	$ 275,000.00	2015	Charlotte	$ 275,000.00
2013	Charlotte	$ 275,000.00	2015	Devine	$ 275,000.00
2013	Devine	$ 275,000.00	2015	Elgin	$ 275,000.00
2013	Granite Shoals	$ 275,000.00	2015	Flatonia	$ 275,000.00
2013	Hondo	$ 275,000.00	2015	Harker Heights	$ 275,000.00
2013	La Grange	$ 275,000.00	2015	City of Hondo	$ 275,000.00
2013	Lyford	$ 215,382.00	2015	Karnes City	$ 275,000.00
2013	Lyford D	$ 350,000.00	2015	Lyford	$ 230,870.00
2013	Moody	$ 300,000.00	2015	Poteet	$ 275,000.00
2013	Nixon	$ 275,000.00	2015	Rockdale	$ 275,000.00
2013	Poteet	$ 275,000.00	2015	Stockdale	$ 275,000.00
2013	Refugio County	$ 300,000.00	2015	Taylor	$ 350,000.00
2013	Runge	$ 275,000.00	2015	Taylor	$ 82,203.00
2013	Taylor-Wilco	$ 300,000.00	2016	Bastrop County	$ 447,748.00
2013	Three Rivers	$ 300,000.00	2016	Lee County	$ 2,020,000.00
2014	Bandera	$ 275,000.00	2016	Bandera	$ 275,000.00
2014	Bertram	$ 275,000.00	2016	Barlett	$ 275,000.00
2014	Christine	$ 275,000.00	2016	Bastrop Coumnty	$ 350,000.00
2014	Gatesville	$ 275,000.00	2016	Blanco	$ 275,000.00
2014	Hallettsville	$ 275,000.00	2016	Chico	$ 275,000.00
2014	Hays County	$ 275,000.00	2016	Eastland County	$ 350,000.00
2014	Jourdanton	$ 275,000.00	2016	Falls City	$ 275,000.00
2014	Karnes County	$ 275,000.00	2016	Fayette County	$ 87,271.00
2014	Kenedy	$ 275,000.00	2016	Florence	$ 275,000.00
2014	La Coste	$ 275,000.00	2016	Gatesville	$ 500,000.00
2014	Lampasas	$ 275,000.00	2016	Glen Rose	$ 275,000.00
2014	Lyford	$ 26,743.00	2016	Granite Shoals	$ 275,000.00
2014	Martindale	$ 275,000.00	2016	Kenedy	$ 275,000.00
2014	Rockdale	$ 275,000.00	2016	Marble Falls	$ 275,000.00
2014	Schulenberg	$ 150,000.00	2016	Martindale	$ 350,000.00
2014	Smithville	$ 275,000.00	2016	Meridian	$ 300,000.00

Langford Community Management Services
Grant Management Experience

YEAR	CLIENT	AMOUNT	YEAR	CLIENT	AMOUNT
2016	Natalia	$ 50,000.00	2017	Thrall	$ 300,000.00
2016	Nixon	$ 275,000.00	2017	Uhland	$ 40,000.00
2016	Runge	$ 275,000.00	2018	Atascosa County	$ 275,000.00
2016	Smiley	$ 275,000.00	2018	Bandera	$ 275,000.00
2016	Stockdale	$ 350,000.00	2018	Bastrop	$ 300,000.00
2016	Tolar	$ 275,000.00	2018	Devine	$ 275,000.00
2016	Uhland	$ 275,000.00	2018	Eastland County	$ 500,000.00
2016	Wilson County	$ 350,000.00	2018	Eastland County	$ 350,000.00
2017	Bastrop County	$ 2,015,856.00	2018	Fayette County	$ 300,000.00
2017	Bastrop County	$ 1,632,148.00	2018	Fayetteville	$ 300,000.00
2017	Caldwell County	$ 1,000,000.00	2018	Floresville	$ 275,000.00
2017	Caldwell County	$ 1,458,279.00	2018	Hallettsville	$ 275,000.00
2017	Goliad County	$ 1,583,333.00	2018	Jourdanton	$ 275,000.00
2017	Goliad County	$ 723,030.00	2018	Karnes County	$ 275,000.00
2017	Gonzalez County	$ 1,667,714.00	2018	La Coste	$ 275,000.00
2017	Gonzalez County	$ 903,466.00	2018	Lampasas	$ 275,000.00
2017	Hallettsville	$ 279,939.00	2018	Lyford	$ 275,000.00
2017	Karnes County	$ 1,725,606.00	2018	Moulton	$ 275,000.00
2017	Karnes County	$ 74,177.00	2018	Pleasanton	$ 275,000.00
2017	Lee County	$ 286,021.00	2018	Poth	$ 275,000.00
2017	Lee County	$ 1,000,000.00	2018	Schulenberg	$ 300,000.00
2017	Moulton	$ 263,295.00	2018	Smiley	$ 275,000.00
2017	Nixon	$ 671,903.00	2018	Uhland	$ 300,000.00
2017	Shiner	$ 272,693.00	2018	Taylor	$ 500,000.00
2017	Smiley	$ 595,907.00	2018	Florence	$ 750,000.00
2017	Yoakum	$ 1,416,383.00	2018	Floresville	$ 500,000.00
2017	Bastrop County	$ 242,902.00	2018	Liberty Hill	$ 1,243,165.00
2017	Bertram	$ 300,000.00	2019	Bastrop County	$ 300,000.00
2017	Charlotte	$ 275,000.00	2019	Burnet County	$ 350,000.00
2017	Cisco	$ 275,000.00	2019	Charlotte	$ 275,000.00
2017	Cisco	$ 350,000.00	2019	Flatonia	$ 300,000.00
2017	Eastland County	$ 275,000.00	2019	Florence	$ 300,000.00
2017	Flatonia	$ 45,000.00	2019	Granite Shoals	$ 300,000.00
2017	Hays County	$ 300,000.00	2019	Hondo	$ 275,000.00
2017	Hondo	$ 275,000.00	2019	Lexington	$ 300,000.00
2017	La Grange	$ 300,000.00	2019	McLennan County	$ 300,000.00
2017	Natalia	$ 275,000.00	2019	Poteet	$ 275,000.00
2017	Rockdale	$ 275,000.00	2019	Rockdale	$ 275,000.00
2017	Runge	$ 275,000.00	2019	Runge	$ 275,000.00
2017	Smithville	$ 300,000.00	2019	Stockdale	$ 275,000.00
2017	Stockdale	$ 275,000.00	2019	Liberty Hill	$ 500,000.00

Langford Community Management Services
Grant Management Experience

YEAR	CLIENT	AMOUNT		YEAR	CLIENT	AMOUNT
2019	Florence	$ 300,000.00		2020	Eastland County	$ 9,805,900.00
2019	Granite Shoals	$ 300,000.00		2020	Gonzales County	$ 6,071,588.57
2019	Hondo	$ 275,000.00		2020	Hallettsville	$ 9,882,441.85
2019	Lexington	$ 300,000.00		2020	Ivanhoe	$ 11,472,116.80
2019	McLennan County	$ 300,000.00		2020	Kenedy	$ 43,040,897.00
2019	Poteet	$ 275,000.00		2020	Lexington	$ 6,393,661.50
2019	Rockdale	$ 275,000.00		2020	Martindale	$ 6,678,027.21
2019	Runge	$ 275,000.00		2020	Moulton	$ 4,298,611.68
2019	Stockdale	$ 275,000.00		2020	Nixon	$ 3,592,211.82
2019	Liberty Hill	$ 500,000.00		2020	Rockdale	$ 4,417,469.03
2019	Taylor	$ 40,000.00		2020	San Patricio County	$ 15,435,182.60
2019	Taylor	$ 70,000.00		2020	Seadrift	$ 4,850,939.04
2019	Corpus Christi	$ 3,000,000.00		2020	Seguin	$ 37,861,885.50
2020	Blanco	$ 275,000.00		2020	Smithville	$ 12,966,041.00
2020	Bynum	$ 275,000.00		2020	Uhland	$ 11,851,660.80
2020	Devine	$ 275,000.00		2020	Yoakum	$ 8,143,545.20
2020	Falls City	$ 275,000.00		2020	Yoakum	$ 4,960,187.10
2020	Floresville	$ 275,000.00		2020	Comanche	$ 150,000.00
2020	Hallettsville	$ 275,000.00		2020	Taylor	$ 107,351.00
2020	Hitchcock	$ 408,940.00		2020	Bandera	$ 150,000.00
2020	Iredell	$ 275,000.00		2020	Stockdale	$ 150,000.00
2020	Jourdanton	$ 275,000.00		2020	La Grange	$ 750,000.00
2020	Karnes City	$ 500,000.00		2020	Salado	$ 150,000.00
2020	Karnes County	$ 275,000.00		2020	Tomball	$ 750,000.00
2020	La Coste	$ 275,000.00		2020	Atascosa County	$ 461,460.00
2020	La Grange	$ 275,000.00		2020	Caldwell County	$ 890,595.00
2020	Lampasas	$ 275,000.00		2020	Goliad County	$ 308,148.00
2020	Los Indios	$ 275,000.00		2020	Kenedy County	$ 295,360.00
2020	Lyford	$ 275,000.00		2020	Lee County	$ 461,460.00
2020	Marble Falls	$ 275,000.00		2020	Marble Falls	$ 2,500,000.00
2020	Meridian	$ 275,000.00		2020	Seguin	$ 860,000.00
2020	Moody	$ 275,000.00		2020	Bandera	$ 275,000.00
2020	Nixon	$ 275,000.00		2020	Bee County	$ 275,000.00
2020	Pleasanton	$ 275,000.00		2020	Bertram	$ 275,000.00
2020	Santa Rosa -DRP	$ 275,000.00		2021	Buckholts	$ 2,922,456.00
2020	Schulenburg	$ 275,000.00		2021	Lexington	$ 2,297,000.00
2020	Thrall	$ 275,000.00				
2020	Austin County	$ 36,937,293.90				
2020	Bastrop County	$ 4,240,329.20				
2020	Caldwell County	$ 17,460,036.00				
2020	Eastland County	$ 9,999,140.72				

WORK PERFORMANCE

LCMS brings full-spectrum grant writing and management service and has excelled in the grant administration and project management of State and Federal grants.

LCMS will work together with the City through every step of the grant process, ensuring that the City's priorities and goals are considered and successfully achieved.

Years of grant program experience and an organized approach allows LCMS to produce real, cost-effective results. We will tailor the process to your needs while following the program-specific guidelines.

A grant administrator is primarily responsible for coordinating and expediting all grant activities. We strive to remain a cooperative, informed, and active member of your project implementation team. As such, we help keep projects on track and on time. Our core tasks include:

- Maintain regular contact with the project engineer, the local contact person, and construction contractors,
- Provide project engineers with an instruction and forms packet so they know up-front what information is required by the state agency,
- Assist in processing all invoices, contracts, and change orders received from the project engineer and contractors,
- Assist in reviewing workable solutions to resolve unexpected cost overruns, changes in construction activities or locations, or other issues that affect your project's eligibility and standing with the state and federal agencies; and
- Assist you in working with the state and federal agencies to resolve any issues that may arise with your grant application or funded project.

WHY LCMS?

HANDS-ON EXPERIENCE WITH HUD APPROVAL PROCESSES	• LCMS brings knowledge and experience as a Grant Administrator and Environmental Service Provider for over 150 Counties and Cities in Texas. • Members of our project team have personally developed the CDBG-DR Procedures and Approval Processes still used in HUD Grantee programs today. • We have qualified projects and implemented audit-approved services for every community we have had the pleasure to serve.
COLLABORATIVE COMMUNICATION	• LCMS lives by a “no surprises” philosophy; we ensure prompt communication and risk-management advice on all issues that are important to our clients. • It is always our mission to be proactive in identifying solutions and keep the production pipeline and performance benchmarks in sight.
ACQUISITION EXPERTISE	• LCMS has assisted hundreds of Texas residents to qualify for buyout assistance reducing the risk of loss from future storms. • We stand ready to assist in following the rules and regulation related to the Uniform Relocation Act (e.g., 42 U.S.C. Chapter 61 and 49 C.F.R. Part 24).
HIGH QUALITY PERFORMANCE	• Integrity is the backbone of the LCMS commitment to deliver quality work over the long term. • Our goal from the outset is to complete a program in the most cost- efficient manner possible.
COMPLIANCE	• LCMS-administered projects have had zero findings and zero concerns when audited by HUD staff.
PROVEN PROJECT MANAGEMENT	• LCMS has delivered on over $1.5 Billion in project delivery oversight and program delivery in Texas, including assisting Bastrop County through the recovery process for wildfires and floods. • LCMS maintains communication with staff and local officials, Which is integral to project success.

LCMS provides a proven, experienced team to perform the administrative duties as set forth in the GLO Scope of Work including the functions and key tasks in the table below:

Functions & Key Tasks	
Administrative Duties	
✓ Program compliance	✓ Report suspected fraud to GLO, submit timely responses to the City and/or GLO for additional information when required
✓ Establishing and maintaining financial processes	✓ Complete draw requests with supporting documents,
✓ Establishing and maintaining a record- keeping system	✓ Facilitate outreach efforts
✓ Resolution of monitoring and audit findings (if any)	✓ Application intake and eligibility review
✓ Serve as the monitoring liaison	✓ Perform any other administrative duties required to deliver the project
✓ Assist with the resolution of any third- party claims	✓ Utilize and assist with GLO's system of records and submit change requests as necessary
Acquisition Tasks	
✓ Acquisition Activities	✓ Maintain acquisition files
✓ Submit acquisition reports and related docs	✓ Uniform Relocation Act
Environmental Services	
✓ Review each project for: Exempt, Categorical Exclusion not Subject to 58.5, Environmental Assessment, and Environmental Impact Statement	✓ Perform special studies, additional assessments, or permitting to secure environmental clearance
✓ Prepare and submit environmental forms to support findings	✓ Maintain close coordination with local officials, project engineers, and project teams
✓ Consult & coordinate with oversight/regulatory agencies	✓ Complete and submit Environmental Review for GLO's system of record
✓ Prepare all responses to comments	✓ Complete site visit and field observation report
✓ Prepare and submit publication for all public notices, not limited to the FONSI	✓ Provide documentation of clearance
✓ Advise and complete environmental re- evaluations per CFR 58.47 when needed	✓ Prepare and submit monthly status reports and participate in regularly scheduled meetings

PROJECT MANAGEMENT

LCMS will administer through completion and monitoring, the projects developed and submitted to the funding agency during the pre-Funding Services. LCMS will follow all Program requirements. Langford, being created and continued by service-driven individuals, many of whom worked as public servants for many years prior to coming to this job, take very seriously the fact that we are project managers. Grant administration requires watching over the regulations and following the rules, which we do for the communities, but to be a project manager, you must become part of the project itself, pushing the people and the project to fruition.

This requires the management of multiple initiatives and activities simultaneously with delivery systems that provide for transparency, program development, and financial control. We become very much a part of the fabric of the organization, attending meetings in person anywhere from weekly to monthly. We frequently are the organizing entity for meetings, conference calls, emails and letters to keep projects running timely and in compliance with contractual benchmarks.

Furthermore, LCMS is the Labor Standards Officer for all grant projects we administer. LCMS participates in every Pre-construction Conference held for every construction project with the following discussed at each:

- The Davis-Bacon Act (DBA), which specifies the minimum wages to be paid the various classes of laborers and mechanics employed on the project,
- The Copeland Act, which prohibits kickbacks being paid by the employee to the employer and sets the requirement for submission of payrolls on a weekly basis,
- Contract Work Hours Safety Standards Act (CWHSSA), which sets a uniform standard of a 40-hour work week with time and a half the basic rate of pay for all work in excess of 40 hours, and the
- Fair Labor Standards Act (FLSA), which sets the requirement for payment of minimum wages, maximum hours, overtime pay, child labor standards, and prohibits wage discrimination based on sex.

Project construction contracts, which we review, include the above and the requirements to follow the regulations regarding conflict of interest, Executive Order 11246, EEO, Clean Air and Water Acts, Goals for Minority Participation in the Construction Industry and Fair Labor Standards Compliance. Section 3 is called out in all bid notices, bid packages and construction contracts. Section 3 requires the hiring of persons or companies that qualify as low-to-moderate income to the greatest extent feasible.

We have assisted numerous cities and counties in creating and passing Section 3 Policies. Title VI of the Civil Rights Act prohibits discrimination based on race, color and national origin.

LCMS has assisted cities and counties in the development and passage of Fair Housing Ordinances/Orders, policies and advertising the information to the public.

FINANCIAL MANAGEMENT

LCMS has expert knowledge of financial management requirements including internal financial controls, procurement procedure, and cost reasonableness standards as required by 2 CFR 200. We offer sound guidance based on experience to guide you through day-to-day financial management activities of grant management, ensure the accuracy of the accounting records, and ensure adherence to timely financial reporting requirements. Accounting methods should, at a minimum, satisfy such requirements as may be prescribed by federal or state laws, regulations or guidelines.

ENVIRONMENTAL REVIEW/HUD CDBG COMPLIANCE

LCMS is a Grant Administrator (GA) and Environmental Services Provider (ESP) for the General Land Office's CDBG-MIT Program. The LCMS team was one of the first approved GA and ESP service providers for the Texas CDBG-MIT program while under the Texas Department of Rural Affairs (TDRA) and has continued the relationship with the General Land Office (GLO) since the agency took over management of the program.

In accordance with 24 CFR part 58, LCMS will complete environmental reviews at the appropriate level for non-housing projects. Non-housing projects will likely fall under 24 CFR part 58.34 - Exempt Activities, 24 CFR part 58.35 (a) – Categorical Exclusions subject to 58.5, 24 CFR part 58.35 (b) – Categorical Exclusions not subject to 58.5, and 24 CFR part 58.36 – Environmental Assessments. Environmental Impact Statements (EIS) are an additional level of environmental review but are only appropriate for projects with extreme environmental impacts. They are costly and time intensive.

The LCMS team offers a complete perspective for HUD CDBG-MIT environmental compliance. LCMS has completed over 1000 environmental reviews for grantees on the Hurricane Ike and Dolly disaster recovery program, Texas Department of Agriculture TxCDBG Program and Wildfire's I & II recovery. All sites will be evaluated for HUD CDBG-MIT environmental compliance with all applicable laws, regulations, and Executive Orders. Reviews will be conducted in accordance with all laws, regulations, and Executive Orders.

REAL PROPERTY ACQUISITION/URA

LCMS has helped hundreds of homeowners to qualify for federal grant buyout. We will work with your community to develop and implement the appropriate procedures and management structure based on a strategic approach to mitigation activities for the future. Under Hurricane Harvey rules, eligible homeowners may sell their home to a local government at a pre-storm or post-storm fair market value and move out of harm's way by relocating outside of a floodplain to a lower-risk area. We follow Uniform Relocation Act requirements.

Our grant specialists are here to offer guidance on rules of application based on the distinction between mandatory and voluntary participation in federal grant assistance programs.

CONSTRUCTION MANAGEMENT

LCMS will compile, collate and complete contract/bid packages; monitor, report and evaluate contractor's performance; and assist with project activity draws/close out. All necessary documentation as required by the funding agency will be submitted through the agency's system of record. We will assist the City with the Architectural and Engineering processes through the chosen system of record for approval. Contractor reassignment of scope alignment will be completed as necessary.

FAIR HOUSING/EQUAL OPPORTUNITY

LCMS staff is trained to assist communities with conducting an Analysis of Impediments (AI) study to identify impediments to fair housing choices within the jurisdiction and take appropriate actions to overcome the effects of any impediments identified and maintain records reflecting both the analysis and actions taken in this regard. LCMS also has a wealth of experience working with citizens, stakeholders, engineers, city and county personnel, and contractors to administer, manage, and deliver funded projects.

As Section 3 participation and Fair Housing Opportunities have become critical to HUD, LCMS has kept our clients updated on all program compliance. We have assisted in the development and implementation of Section 3 plans and the completion of Fair Housing AI studies. We will provide technical assistance and policy expertise to review the City's policies and assure compliance with HUD's requirements as part of the identified scope of work.

Our dedication to continuous improvement allows us to preemptively problem-solve known compliance pitfalls. We have deep knowledge and experience with the applicable laws, regulations, Executive Orders the City will encounter, as shown in the table below:

Topic	Law, Regulation, and Executive Order (E.O.) *
General Environment	National Environmental Policy Act of 1969, 40 CFR Part 1500-1508, 40 CFR Part 312
HUD and FEMA Environmental Criteria	24 CFR Part 50, 24 CFR Part 51, 24 CFR Part 58
Historic Preservation	National Historic Preservation Act, 36 CFR Part 800, E.O. 11593
Wetlands and Jurisdictional Waters	Clean Water Act, E.O. 11990, 33 CFR Parts 320-330
Floodplain Management	24 CFR Part 55, E.O. 11988
Farmlands Protection	Farmland Protection Policy Act, and Department of Agriculture regulations at 40 CFR Part 658
Endangered Species	Endangered Species Act, 50 CFR Part 402
Siting of HUD-Assisted Projects Near Hazardous Operations Handling Conventional Fuels or Chemicals of an Explosive or Flammable Nature	24 CFR Part 51, Subpart C
Hazardous, Toxic or Radioactive Materials & Substances	24 CFR Part 58.5(i)(2)(i) and (iii)
Siting of HUD-Assisted Projects in Runway Clear Zones at Civil Airports and Clear Zones and Accident Potential Zones at Military Airfields	24 CFR Part 51, Subpart D
Lead Safe Housing Rule	24 CFR Part 35, Subpart H
Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations	E.O. 12898
Sole Source Aquifers	Safe Drinking Act, and EPA regulations at 40 CFR Part 149
Coastal Zone Management	Coastal Zone Management Act, Sections 307(c), (d)

* Not all Laws, Regulations, and/or Executive Orders are applicable to proposed projects in the District.
Note: HUD CDBG-DR and FEMA funding do not require coordination with the Texas Parks & Wildlife Department when determined impact to TPWD designated endangered, threatened, or species of concern; however, Texas GLO has historically required coordination with TPWD when projects may impact endangered, threatened, or species of concern.

☐ HUB Information

Federal EIN:
74-2804904

☐ References

1. City of Seguin

Steve Parker – City Manager
Contact Number: (830) 379 – 3212
Sparker@Seguintexas.gov
Grant Funding: GLO-CDBG MIT and EDA
Projects: Langford Community Management Services is currently working with the City on a city-wide drainage and street improvement project that is estimated to be approximately $38 million. These projects will increase/install detention basins, replace low-water crossings with all-water crossings and bridges, and install an underground stormwater conveyance system and drainage network.
Amount of funding secured: $38.6 Million
Key Staff: Judy Langford (judy@lcmsinc.com, 512-452-0432)

2. Karnes County

Wade J. Hedtke – County Judge
Contact Number: (830) 780-3732
Wade.hedtke@co.karnes.tx.us
Grant Funding: Texas Water Development Board & Community Development Block Grants
Projects: Langford Community Management Services has implemented projects designed to improve water infrastructure including water lines, drainage improvements along roadways, and a bridge in the City of Runge. The County is also working with LCMS with implementing a drainage study that is being funded by the Texas Water Development Board.
Amount of funding secured: $3.5 Million
Key Staff: Judy Langford (judy@lcmsinc.com, 512-452-0432)

3. Gonzales County

Patrick C. Davis – County Judge
Contact Number: (830) 672-2327
CJadmin@co.gonzales.tx.us
Grant Funding: Community Development Block Grants
Projects: Langford Community Management Services has implemented several projects with Gonzales County including various communication towers and generators. The current GLO mitigation grant will install two towers, one master site with core server system and a wireless microwave link between sites.
Amount of funding secured: $6.1 Million
Key Staff: Judy Langford (judy@lcmsinc.com, 512-452-0432)

4. City of Smithville

Robert Tamble – City Manager
Contact Number: (512) 237-3282
Citymanager@ci.smithville.tx.us
Grant Funding: Community Development Block Grants & American Rescue Plan
Projects: Langford Community Management Services has implemented projects to improve street and drainage systems throughout the City of Smithville. The current GLO mitigation grant will also include street improvements, pavement repairs, upgrading/extend the City's existing storm sewer and two regional detention ponds. With their ARP funds, Langford is assisting the city in doing several projects to help mitigate the effects of the COVID-19 pandemic including assisting small businesses, several tourism projects, assistance to the local workforce training center and community clinic, and more.
Amount of secured funding: $15 million
Key Staff: Judy Langford (judy@lcmsinc.com, 512-452-0432)

5. City of Ivanhoe

Skip Blackstone – City Mayor
Contact Number: (409) 283-3299
skip.blackstone@cityofivanhoe.texas.gov
Grant Funding: Community Development Block Grants & American Rescue Plan
Projects: Langford Community Management Services is currently implementing projects to convert the Lake Ivanhoe Dam into a stormwater detention facility, clear and grade drainage channels, and reconstruct the emergency discharge

structure and water control gates at Lake Tristan Emergency Spillway and Lake Camelot Water Control and Dam.
Amount of secured funding: $22 million
Key Staff: Judy Langford (judy@lcmsinc.com, 512-452-0432)

6. City of Hallettsville

Grace Ward – City Administrator
Contact Number: (361) 798-3681
cityadmin@cityofhallettsville.org
Grant Funding: Community Development Block Grants & American Rescue Plan
Projects: Langford Community Management Services has implemented and improved street and drainage projects throughout the City of Hallettsville. Through grant funding the City has also installed storm sewers, box culverts, sidewalks, and is in the process of upgrading their city water meters.
Amount of secured funding: $12.5 million
Key Staff: Judy Langford (judy@lcmsinc.com, 512-452-0432)

7. San Jacinto County

David Brandon – Precinct 3 Commissioner
Contact Number: (281) 592-1109
dbrandon@eastex.net
Grant Funding: American Rescue Plan
Projects: Langford Community Management is currently working with the county to assist local water supply corporations in making various improvements to infrastructure, water supply towers, and obtaining generators.
Amount of secured funding: $9.5 million
Key Staff: Judy Langford (judy@lcmsinc.com, 512-452-0432)

8. Bastrop County

Clara Beckett – Precinct 2 Commissioner
Contact Number: (512) 581-4002
clara.beckett@co.bastrop.tx.us
Grant Funding: GLO
Projects: Langford Community Management has assisted Bastrop County with several projects including the following: Wildfire (2012), Fire Station, Ingress and Egress, and currently a drainage project
through CDBG-MIT.
Amount of secured funding: $34 million
Key Staff: Judy Langford (judy@lcmsinc.com, 512-452-0432)

9. Caldwell County

Judge Hoppy Hayden
Contact Number: (512) 398-1809
Hoppy.haden@co.caldwell.tx.us
Grant Funding: GLO CDBG DR and MIT
Projects: Langford Community Management has assisted Caldwell County with several projects including their 2017 Infrastructure project and a 2020 GLO-MIT award for an Emergency Shelter.
Amount of secured funding: $21 million
Key Staff: Judy Langford (judy@lcmsinc.com, 512-452-0432)

EXHIBIT C

JUDY LANGFORD

President & Owner

CDBG-MIT Areas of Expertise

- **Monitoring & Compliance**
- **Creation and Maintaining Systems of Record**
- **Understanding of Action Plan Amendments**
- **Review of future staffing, contracts, scoping, and feasibility**
- **Financial Management**

Educational & Experience

Bachelor of Science,
The University of Texas

39 Years of Experience

LANGFORD COMMUNITY MANAGEMENT SERVICES EST. 1983

Email: judy@lcmsinc.com Phone: (512) 452 - 0432 Website: www.LCMSinc.com

Professional Skills

I have owned LCMS since 1983 and my firm brings full-spectrum grant writing and management services with over 39 years of Texas based grant administration as a firm, and more than a decade of combined experience from her team of grant specialists. We write, review, and administer competitive grants on behalf of rural cities and counties throughout the State of Texas, and have assisted numerous communities complete grant applications, secure approved funding, administer timely project service, monitor, and successfully close projects in full compliance with State and Federal requirements, which results in few monitoring and concerns. My experience and responsibilities include, but are not limited to; oversight of financial management, monitoring of construction and engineering activities, environmental clearance of projects to include the submission and maintenance of the environmental review record for projects as needed, conducting public hearings for grant programs at city council and commissioner's court meetings as needed and ensuring the communities we represent comply with applicable State and Federal rules and regulations from application through administration, attendance of trainings, seminars, and workshops to keep current on applicable rules and regulations within each grant program, and maintaining and building solid working relationships with pertinent governmental agencies that manage the grant programs of our clients. Our overall approach identifies and addresses problems long before the funding agency audits the project. We specialize in disaster recovery grants that meet the needs of recovering community, and by working closely with local governments, engineers, and other parties, we ensure that projects conform to project performance statements and schedules and have developed an extensive knowledge of the disaster recovery programs available and how they may complement each other to best serve the communities and extend available dollars. Our firm collaborates with communities and their public works, parks, and economic development programs to develop plans and strategies which better assist them in meeting the needs of their community.

Core Task Include

- Maintain regular contact with the project engineer, the local contact person, and construction contractors,
- Provide project engineers with an instruction and forms packet so they know up-front what information is required by the state agency,
- Assist in processing all invoices, contracts, and change orders received from the project engineer and contractors,
- Respond to clients in a timely manner,
- Predict potential project delays and move to mitigate potential issues early in the project, charting critical paths to timely completion,
- Assist in reviewing workable solutions to resolve unexpected cost overruns, changes in construction activities or locations, or other issues that affect your project's eligibility and standing with the state and federal agencies; and
- Assist you in working with the state and federal agencies to resolve any issues that may arise with your grant application or funded project.

JILL PHINNEY

Disaster Recovery / ARPA Program Manager

LANGFORD COMMUNITY MANAGEMENT SERVICES EST. 1983

Email: jill@lcmsinc.com Phone: (512) 452 - 0432 Website: www.LCMSinc.com

CDBG-DR / ARP Areas of Expertise

- Monitoring & Compliance
- Creation and Maintaining Systems of Record
- Understanding of Action Plan Amendments
- Review of future staffing, contracts, scoping, and feasibility
- Financial Management

Educational & Experience

Bachelor of Science, Business
St. Cloud State University, Minnesota

Completed the National Development Council ED101 and ED201, 2006

FEMA Fundamentals of Grant Management, 2011

Minnesota Certified Emergency Manager

LANGFORD COMMUNITY MANAGEMENT SERVICES EST. 1983

Professional Skills

DISASTER RECOVERY/ARP PROGRAM MANAGER, LANGFORD COMMUNITY MANAGEMENT SERVICES JUNE 2019 - PRESENT
Provides critical leadership and managerial expertise in delivering multiple operation and programs. Her expertise centers on ARPA, CDBG-DR, CDBG-MIT, FEMA, HUD, NHTSA, and other state and federal programs. Manages the ARPA team and provides guidance and support required for successful project implementation. Experienced in disaster recovery, federal procurement, and grant management with the ability to work on current large-scale disaster recovery efforts. Provides internal quality oversight and day-to-day operations management.

GRANT MANAGER, STATE OF TEXAS GENERAL LAND OFFICE (GLO), COMMUNITY DEVELOPMENT AND REVITALIZATION INFRASTRUCTURE I JANUARY 2017-JUNE 2019
Coordinated, reviewed, evaluated and processed grants at various stages to determine appropriateness of grant expenditures and compliance with requirements and standards. Developed Standard Operating Procedures (SOP's) for CDBG-DR infrastructure program. Represented the GLO within Hurricane Harvey impacted communities by providing outreach to assist in implementing short term housing needs for Texans. Collected, organized, analyzed and prepared materials for executive reports, required federal reports, legislative inquiries and public information requests. Served as a liaison and representative for the grant program with the constituents and other entities within assigned communities. Monitored, reviewed, and evaluated compliance with grant program policies and procedures, statues, and rules with support of disaster recovery teams.

FINANCE AND GRANT CONTRACTOR I CITY OF MINNEAPOLIS, OFFICE OF EMERGENCY MANAGEMENT (OEM) I DECEMBER 2014 - DECEMBER 31, 2016
Coordinated emergency management activities within the finance function of OEM's executive vision and strategy for sustained and significant change to disaster planning operations. Lead, directed, coordinated, evaluated and improved finance and administration functions (including budget development support and grant management and administration). Provided guidance and technical assistance to departments for the development of department level continuity of operations plans and assures compliance with enterprise guidance. Reviewed budgets and monitored expenditures, proposed budget modifications, managed dollars within guidelines of grants received, and ensured fiscal responsibility. Interpreted and applied federal and state laws, policies, rules, and requirements including Uniform Grant Guidance (UGG), Uniform Grants Management Standards (UGMS), Office of Management and Budget (OMB) circulars and Code of Federal Regulations (CFR). Developed and implemented annual plan for Finance section supporting OEM's strategic plan and annual deliverables including assessment of resources needed for plan implementation.

HOMELAND SECURITY AND EMERGENCY MANAGEMENT BUDGET AND GRANT MANAGER I STATE OF MINNESOTA, DEPARTMENT OF PUBLIC SAFETY I JUNE 2007-DECEMBER 2014
Worked for the State Administrative Agency (SAA) on FEMA grant programs including the Non- Profit Security Grant Program (NSGP), Urban Area Securities Initiatives (UASI), State Homeland Security Program (SHSP), and Emergency Management Performance Grants (EMPG). Served as the point of contact between the affected federal, state, local and tribal agencies to ensure program requirements are understood and implemented, that federal grant projects receive approval and available funding is secured, and that local grants are initiated in a timely manner. Established, developed, oversaw and implemented procedures for grant activities and program development, including the creation of sub recipient criteria and scope of work development.

Core Task Include

- Maintain regular contact with the project engineer, the local contact person, and construction contractors
- Provide project engineers with an instruction and forms packet so they know up-front what information is required by the state agency
- Assist in processing all invoices, contracts, and change orders received from the project engineer and contractors,
- Respond to clients in a timely manner
- Predict potential project delays and move to mitigate potential issues early in the project, charting critical paths to timely completion
- Assist in reviewing workable solutions to resolve unexpected cost overruns, changes in construction activities or locations, or other issues that affect your project's eligibility and standing with the state and federal agencies
- Assist in working with the state and federal agencies to resolve any issues that may arise with your grant application or funded project

EXHIBIT C

KAY LYNN WOLFE

Finance Director

Finance Areas of Expertise

- Monitoring & Compliance
- Creation and Maintaining Systems of Record
- Financial Management

Educational & Experience

Bachelor of Business Administration – Accounting
Texas Tech University

Certified Public Accountant

Email: Kay@lcmsinc.com Phone: (512) 452 - 0432 Website: www.LCMSinc.com

Professional Skills

Langford Community Management Services, Austin, Texas
Finance Director, August 2020-present

Assist owner with business structure, organization, and business plan. Responsible for optimization of financial performance including reporting, liquidity, budgeting, payroll, processing transactions.

Honeywell, Arlington, TX
Senior Finance Manager, November 2018 – May 2020

Transitioned finance to corporate upon sell of company to Honeywell while continuing operations of the business. Also, on Acquisition team for IT, Finance and Oracle conversation.

Transnorm System Inc, Arlington, TX
Chief Financial Officer, May 2008 - Nov 2018
President and CEO, Nov 1998 - May 2008
Controller and Vice President, June 1990 to Nov 1998

Responsible for North American operations and finance of global manufacturing company under multiple ownership types. During my 30-year tenure developed process and procedures, obtain ISO 9001 certification, developed strategies, budgets, financial reporting, y-o-y business growth, increased company value and profitability for each owner.

Core Task Include

- Assist with strategic Management of business operations
- Execute and manage the financial strategy
- Prepare financial documents such as business reports, financial statements and budgets
- Assist with organization development and policies
- Responsible for payroll and employee benefits
- Responsible for financial transactions and functions

ERIN THOMPSON

Disaster Recovery Program Manager

CDBG-DR Areas of Expertise

- Monitoring & Compliance
- Creation and Maintaining Systems of Record
- Understanding of Action Plan Amendments
- Financial Management
- Federal Procurement

Educational & Experience

Bachelor of Arts, Microbiology
University of California - Davis

Notary Public– State of Texas

TDA Implementation Workshop, TxCDBG Grants Certification

Fundamentals of Grant Management FEMA, Emergency Management Institute Certification

Federal register Notice of Funds Available (NOFA) Certification

LANGFORD COMMUNITY MANAGEMENT SERVICES EST. 1983

Email: erin@lcmsinc.com Phone: (512) 452 - 0432 Website: www.LCMSinc.com

Professional Skills

Program Manager, Langford Community Management Services
Austin, Texas I June 2019 - Present
Detailed involvement with central Texas Cities and Counties who suffer damage and loss from federally declared natural disasters. Duties include: Ensuring program compliance within all Community Development Block Grant - Disaster Recovery (CDBG-DR) requirements including current Federal Register Requirements; Assisting Municipalities in establishing and maintaining financial processes; Obtaining and maintaining copies of contracts pertaining to change requests, revisions and attachments; Establishing and maintaining record keeping systems; Resolution of monitoring and audit findings; Resolution of Municipality third party claims; Intimate communication with the Texas General Land Office (GLO) regarding program compliance and suspected fraud; Completion of draw requests for payments and procuring supporting documentation; Facilitating outreach efforts, application intake, and eligibility review for community residents regarding CDBG - DR funding. HMGP Program Management. Facilitate the HMGP team through application preparation project management and compliance requirements for FEMA/TDEM funded projects.

Fundraising Coordinator, Hannah's House,
San Diego, California I January 2016-June 2019
Attain, create, organize and maintain fundraising opportunities; prospecting online and in-person. Organizational maintenance of both monetary and in-kind donations. Curator of donor retention. Familiarity with both the Classy.org platform and Network for Good regarding fundraising campaigns, donor tracking, CRM Management and web page/campaign creation. Tracking and sending acknowledgements of donations received. Social media account creation and management. Major Gala/Event planning which comprises venue scouting, securing vendors (catering, photo, specialty desserts, printing & signage, acquiring silent & live auction donation items, floral & decor, live music & DJ services) set up & break down of event Between 2016 and 2019 I assisted with securing a total of $559,676 in private foundation grant funding. Proficiency with all aspects of the grant process including research, writing, editing and submission of applications.

Training:
Nonprofit Management Solutions- Mindful Manager Series (10 Course Program) (February 2019)
University of San Diego, Nonprofit Academy, Operational Efficiency & Grant Collaboration (August 2018)
Nonprofit Management Solutions- Development Director Learning Group - Completed (April 2018)

Core Task Include

- Application development, preparation, and submission
- Maintain regular contact with the project engineer, City or County project representative, and construction contractors to ensure exceptional project management
- Daily contact with state agency grant managers for seamless project management
- Provide project engineers with compliance requirements for GLO/HMGP funded projects
- Prepare and process contract documents, invoices, change orders and any other project related documentation
- Maintain excellent client communication
- Predict potential project delays while providing assistance to mitigate these potential issues early in the project
- Charting critical paths to timely project completion
- Assist in reviewing workable solutions to resolve unexpected cost overruns,
- Preparing required State Agency reports
- Ensuring environmental compliance is met before, during and after project development and construction
- Assist in resolution of issues at the state and federal agencies level

JESSICA DAIDONE

Senior Management Consultant

Email: jessica@lcmsinc.com Phone: (512) 452 - 0432 Website: www.LCMSinc.com

CDBG-DR Areas of Expertise

- Monitoring & Compliance
- Creation and Maintaining Systems of Record
- Financial Management
- Federal Procurement

Educational & Experience

Austin Community College
Associates of General Studies
(Anticipated Completion 2022)

9 Years of Experience

Professional Skills

Management Consultant, Langford Community Management Services
Austin, Texas I December 2013 - Present
Assist with writing competitive grants on behalf of rural cities and counties throughout the State of Texas, and correspondence and submission of grant applications to the appropriate federal and/or state agency with a primary focus within the following agencies: Texas Department of Rural Affairs, Texas Department of Rural Affairs - Disaster Recovery Division; Texas Department of Agriculture; Texas Parks & Wildlife Department; Texas Historical Commission; Texas Department of Economic Development; Texas Department of Transportation; as well as private entities such as HNTB. Continuously attend trainings, seminars, and workshops to keep current on applicable rules and regulations within each grant program. Maintain and build solid working relationships with pertinent governmental agencies that manage grant programs. Collaborate with communities and their public works, parks, and economic development programs to develop plans and strategies which better assist them in meeting the needs of their community.

Assist with preparing Environmental Review Records (ERR) for Texas Department of Agriculture's Office of Rural Affairs' Community Development projects administered by Langford and the General Land Office. The ERR includes research and determination of information as to whether the human environment would be negatively impacted by the project activities and outcome; publishing Public Notices; Coordination with the Texas Historical Commission, Texas Coastal Program, United States Fish and Wildlife Service, Texas Parks and Wildlife Department, Environmental Protection Agency, Texas Department of Agriculture, engineers, administrator and Grantee staff.

Workshops and Training
The Office of Rural Affairs Implementation Workshops
The Office of Rural Affairs TxCDBG Administrator Certification Workshops Texas Municipal League Annual Conference
HUD Foundations in Environmental Review Training Workshop
TDHCA Environmental Review and Clearance for Single Family Housing Construction Projects
Texas Capital Fund Downtown Revitalization and Main Street Implementation and Application Workshops TxCDBG Implementation Manual Training

Core Task Include

- Application development, preparation, and submission
- Maintain regular contact with the project engineer, City or County project representative, and construction contractors to ensure exceptional project management
- Daily contact with state agency grant managers for seamless project management
- Provide project engineers with compliance requirements for GLO/HMGP funded projects
- Prepare and process contract documents, invoices, change orders and any other project related documentation
- Maintain excellent client communication
- Predict potential project delays while providing assistance to mitigate these potential issues early in the project
- Charting critical paths to timely project completion
- Assist in reviewing workable solutions to resolve unexpected cost overruns
- Preparing required State Agency reports
- Ensuring environmental compliance is met before, during and after project development and construction
- Assist in resolution of issues at the state and federal agencies level

EXHIBIT C

KELLEY BAUER

Labor Standards Specialist

Email: Kelley@lcmsinc.com Phone: (512) 452 - 0432 Website: www.LCMSinc.com

Labor Areas of Expertise

- Davis-Bacon Act
- Monitoring & Compliance
- Creation and Maintaining Systems of Record
- Accuracy
- Payroll Monitoring

Educational & Experience

- TDA - Certified to Administer TxCDBG contracts, 2021
- TDA - Certified to Administer TxCDBG contracts, 2019

Professional Skills

Labor Standards Specialist, Langford Community Management Services
Austin, Texas, I 2018 - Present

- Provide proper Davis-Bacon wage decision rates for bid process and incorporation into construction contracts
- Apply Davis-Bacon requirements properly
- Review weekly payrolls for the duration of a project, and investigate/resolve potential violations
- Provide Labor Standards support to our clients
- Monitor Labor Standards compliance by conducting onsite interviews with construction workers, review payroll reports, and confirm that the Davis-Bacon wage decision and DOL's "Notice to All Employees" are posted at the job site
- Oversee any enforcement actions that may be required

Production Floor Lead, Stealth Products
Burnet, Texas I 2009- 2018

- Inventory of hardware – In charge of inventory control and prioritizing hardware shortages for the machine shop to schedule production
- Quality Control – Ensure all outgoing hardware packages and wheelchair assemblies were completed according to the build of materials
- Oversee production orders according to specs
- Design assembly specs for hardware builds

Core Task Include

- Maintain regular contact with construction contractors
- Demonstrate a full understanding of the priorities, goals, and objectives of the Labor Standards department. Utilizing this understanding to make independent decisions and as part of the group decision making process, coordinating with project administrator to ensure Labor Standards compliance
- Respond to clients in a timely manner
- Demonstrate an ability to identify and minimize risks and liabilities associated with pertinent federal, state, and local labor standards compliance. Resolves issues and refers more complex issues to supervisory staff
- Predict potential project delays and move to mitigate potential issues early in the project, charting critical paths to timely completion

ANGELA SIFUENTES

Project Coordinator

TDA Areas of Expertise

- Monitoring & Compliance
- Creation and Maintaining Systems of Record
- Financial Management

Educational & Experience

2020-Current
Purdue Global University
Currently attending and majoring in Business Management.
Current GPA is 4.0.

2008-2009
Southwest Texas Junior College
Studied basic studies.

Obtained Microsoft Office Certification

LANGFORD COMMUNITY MANAGEMENT SERVICES EST. 1983

Email: angela@lcmsinc.com Phone: (512) 452 - 0432 Website: www.LCMSinc.com

Professional Skills

Project Coordinator, Langford Community Management Services
June 2022 - Present
Write, review and administer competitive grants on behalf of rural cities and counties throughout the State of Texas. Responsible for the correspondence and submission of grant applications to the appropriate federal and/or state agency with a primary focus within the Texas Department of Agriculture. Oversee financial management, monitor construction and engineering activities for grantees. Oversee and process certified payrolls for community projects. Ensure communities we represent comply with applicable State & Federal rules and regulations from application through administration. Continuously attend trainings, seminars, and workshops to keep current on applicable rules and regulations within each grant program. Maintain and build solid working relationships with pertinent governmental agencies that manage grant programs.

Tax Preparer, Conlon Tax Service, Iron Shield Insurance
January 2021 – May 2022
Provide Excellent Customer Service
Bookkeeping/Minor Accounting/Profit and Loss Reports
Franchise Tax and Sales Tax Reports
Warranty Deed Transfer
Affidavit Paperwork and Notary Services
Translations for Immigration Documentation
Letters of Permission and Power of Attorney Letters
Prepare and File Income Tax Forms
Agency Owner of Iron Shield Insurance
Manage and Train Staff in accordance with the Texas Department of Insurance
Offer Auto, Home, Life, Commercial and Bonds

Office Manager, Producer Agent, Farmers Insurance Group
November 2017 – January 2021
Train staff to perform and maintain excellent Customer Service skills.
Ensure staff is up to date with all trainings related to Insurance Regulations.
Account for daily financial reports.
Manage scheduling for staff.
Meet monthly quotas on insurance policies.

Human Resources Assistant, Employees Solutions
April 2016 – October 2017
Greet and educate applicants on the hiring process and policies.
Assist applicants with the application process and conduct background checks through a National Screening System.
Interview applicants for job placement.
Complete and process all hiring documentation for applicants.

Core Task Include

- Application development, preparation, and submission
- Maintain regular contact with the project engineer, City or County project representative, and construction contractors to ensure exceptional project management
- Daily contact with state agency grant managers for seamless project management
- Provide project engineers with compliance requirements for TDA funded projects
- Prepare and process contract documents, invoices, change orders and any other project related documentation
- Maintain excellent client communication
- Assist in resolution of issues at the state and federal agencies level

EXHIBIT C

Email: melisa@lcmsinc.com Phone: (512) 452 - 0432 Website: www.LCMSinc.com

MELISA DURHAM

Environmental Specialist

ERR Areas of Expertise

Educational & Experience

Professional Skills

Environmental Specialist, Langford Community Management Services
Austin, Texas I August 2013 to present
Prepare Environmental Review Records (ERR) to ensure compliance with the National Environmental Policy Act (NEPA), and other related Federal and state environmental laws. ERRs are compiled for projects administered by Langford, i.e., Texas Department of Agriculture Office of Rural Affairs Community Development Block Grant, Texas General Land Office, Texas Water Development Board, Texas Department of Transportation, Texas Department of Housing and Community Affairs, Texas Parks and Wildlife Department, Federal Emergency Management Agency, and others. The ERR includes research and determination as to whether the human environment would be negatively impacted by the project activities and outcome; publishing of Public Notices; coordination with other agencies, i.e., Texas Historical Commission, Texas Coastal Program, United States Fish and Wildlife Service, Texas Parks and Wildlife Department, Environmental Protection Agency, USDA Natural Resources Conservation Service, and tribes of interest in the project county as identified on the HUD Tribal Assessment Tool; coordination with project engineers, Langford Project Coordinator and Responsible Entity staff to ensure complete and correct information is included in the ERR.
Assist with writing of competitive grants on behalf of rural cities and counties throughout the State of Texas, and correspondence and submission of grant applications to the appropriate federal and/or state agency with a primary focus within the following agencies: Texas Department of Rural Affairs, Texas Department of Rural Affairs – Disaster Recovery Division; Texas Department of Agriculture; Texas Parks & Wildlife Department; Texas Historical Commission; Texas Department of Economic Development; Texas Department of Transportation; as well as private entities such as HNTB. Continuously attend trainings, seminars, and workshops to keep current on applicable rules and regulations within each grant program. Maintain and build solid working relationships with pertinent governmental agencies that manage grant programs. Collaborate with communities and their public works, parks, and economic development programs to develop plans and strategies which better assist them in meeting the needs of their community.

Office Manager, Frontera Administrative Services, Inc.,
Austin, Texas I June 2009 to June 2013
Co-managed grant projects funded through the Texas Department of Transportation Border Colonia Access Paving (BCAP), Texas Department of Agriculture Community Development (CDBG), and Texas Water Development Board Economically Distressed Areas Program (EDAP): Write, review and administer competitive grants on behalf of rural cities and counties throughout the State of Texas. Responsible for the correspondence and submission of grant applications. Oversee financial management, monitor construction and engineering activities for grantees. Oversee and process certified payrolls for community projects. Responsible for the environmental clearance of projects to include the submission and maintenance of the Environmental Review Record for projects as needed. Ensure communities we represent comply with applicable State & Federal rules and regulations from application through administration. Continuously attend trainings, seminars, and workshops to keep current on applicable rules and regulations within each grant.

WORKSHOPS and TRAININGS
HUD-sponsored Trainings
Texas General Land Office-sponsored Trainings
The Office of Rural Affairs Implementation Trainings
The Office of Rural Affairs TxCDBG Administrator Certification Trainings
Texas Municipal League Annual Conferences
TDHCA Eligibility Training for Affordable Housing Programs
TDHCA Environmental Review and Clearance for Single Family Housing Construction Projects

Email: Jennifer@lcmsinc.com Phone: (512) 452 - 0432 Website: www.LCMSinc.com

JENNIFER BOYD

Project Coordinator

HMGP Areas of Expertise

- Project Management
- Operational Efficiency
- Planning/Organizing
- Time Line Management
- Sales/Customer Service
- Marketing Support
- Client Satisfaction/Retention
- Systems Oriented

Educational & Experience

Bachelor of Arts in Business
Southwestern University, 2012
Georgetown, Texas

Focus in International Business and Business Writing
Imperial College London, Fall 2008
London, UK

Professional Skills

Management Consultant, Langford Community Management Services I February 2022 - Present
Write, review and administer competitive grants on behalf of rural cities and counties throughout the State of Texas. Responsible for the correspondence and submission of grant applications to the appropriate federal and/or state agency with a primary focus within the following agencies: FEMA Hazard Mitigation Assistance (HMA); Hazard Mitigation Grant Program (HMGP), Flood Mitigation Assistance (FMA), Fire Mitigation Assistance (FM), and Building Resilient Infrastructure and Communities Grant (BRIC) Oversee financial management, monitor construction and engineering activities for grantees. Conduct public hearings for grant programs at city council and commissioner's court meetings as needed. Insure communities we represent comply with applicable State & Federal rules and regulations from application through administration. Continuously attend trainings, seminars, and workshops to keep current on applicable rules and regulations within each grant program. Maintain and build solid working relationships with pertinent governmental agencies that manage grant programs. Collaborate with communities and their public works, parks, and economic development programs to develop plans and strategies which better assist them in meeting the needs of their community.

Hazard Mitigation Specialist, Texas Division of Emergency Management | January 2022 - February 2022
Develop and conduct hazard mitigation grant trainings and workshops for internal and external clients. Serve as a Subject Matter Expert on HMA grants within TDEM. Examine project and application data sets to identify and analyze trends. Review and finalize applications for HMGP and BRIC grants for submission to FEMA.

Hazard Mitigation Coordinator, Texas Division of Emergency Management | August 2020 - December 2021
Review hazard mitigation grant applications for accuracy and completeness. Monitor programmatic and financial compliance with applicable laws, regulations, policies, and procedures. Evaluate and determine eligibility of HM grant modifications (e.g., budget and scope of work). Work with FEMA and local communities to resolve Requests for Information (RFIs).

Management Consultant, Langford Community Management Services| July 2019 – August 2020
Write, review, and manage hazard mitigation grants on behalf of communities throughout the State of Texas: Specialization in FEMA's Hazard Mitigation Grant Program (HMGP). Ensure compliance with federal and state laws for contractual terms and conditions by monitoring and analyzing inter-local agreements, contracts, and subcontract expenses and activities. Oversee financial management and monitor construction/engineering activities for grantees. Travel throughout the state to meet with City and County administration regarding hazard mitigation projects. Represent Langford in City Council and Commissioners Court meetings

WORKSHOPS and TRAININGS
FEMA E/L-212– Hazard Mitigation Assistance: Developing Quality Application Elements, 2018 & 2022
FEMA E/L-213 – Hazard Mitigation Assistance: Application Review and Evaluation, 2019
G-318 – TDEM Local Mitigation Planning Workshop, 2020

Core Task Include

- Maintain regular contact with the project engineer, the local contact person, and construction contractors
- Provide project engineers with an instruction and forms packet so they know up- front what information is required by the state agency
- Assist in processing all invoices, contracts, and change orders received from the project engineer and contractors
- Respond to clients in a timely manner
- Predict potential project delays and move to mitigate potential issues early in the project, charting critical paths to timely completion
- Assist in reviewing workable solutions to resolve unexpected cost overruns, changes in construction activities or locations, or other issues that affect your project's eligibility and standing with the state and federal agencies
- Assist in working with the state and federal agencies to resolve any issues that may arise with your grant application or funded project

ATTACHMENT A
REFERENCE SHEET

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: _____

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

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

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

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

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

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

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.**

NO CONFLICT OF INTEREST

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

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

_____

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

_____

Signature of vendor doing business with the governmental entity

4-25-2024

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

EXHIBIT C

Certification Regarding Lobbying

(To be submitted with each bid or offer exceeding $100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, LCMS, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Judy Langford, President

Printed Name and Title of Contractor's Authorized Official

1-18-2024

Date

EXHIBIT C

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action: a. contract ____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** a. bid/offer/application _____ b. initial award c. post-award	**3. Report Type:** a. initial filing _____ b. material change **For material change only:** Year _____ quarter _____ Date of last report_____
4. Name and Address of Reporting Entity: ____ Prime _____ Subawardee Tier_____, if Known: **Congressional District, *if known*:**	**5. If Reporting Entity in No. 4 is Subawardee,** Enter Name and Address of Prime: **Congressional District, *if known*:**	
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____	
8. Federal Action Number, *if known:*	**9. Award Amount, *if known:*** **$**	
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):*	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:** _____ **Print Name:** Judy Langford **Title:** President **Telephone No.:** 512-452-0432 **Date:** 1-18-2024	
Federal Use Only	**Authorized for Local Reproduction** **Standard Form - LLL (Rev. 7-97)**	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

(To be completed by awarded vendor)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 **Check only if there is NO Interested Party.** ☐

6 **UNSWORN DECLARATION**

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Must file online at www.ethics.state.tx.us/File

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

EXHIBIT C

SOLICITATION NUMBER: _____

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

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

  YES, I INTEND TO USE SUBCONTRACTORS ON THIS CONTRACT **YES**
  If yes complete the information below

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

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

- *Add additional pages as needed*

CONSULTANT AGREEMENT
AGREEMENT NUMBER _____

THIS AGREEMENT is made by and between the City xxxxxxxx (the City") and Langford Community Management Services, Inc. (LCMS) as follows:

1. AGREEMENT

The City of xxxxxxxx has selected LCMS to provide grant management services in connection with funding opportunities that may be available to the City through federal and state programs.

2. SCOPE OF SERVICES

After receiving written notice to proceed from the City, LCMS will perform the scope of services described in Attachment A, "Scope of Services". All Consultant's services under this Agreement will be provided as an independent contractor.

3. STANDARD OF CARE

All of Consultant's services hereunder shall be performed within generally accepted standards of professional care in the same locality and under similar circumstances and in compliance with all applicable laws, regulations, codes and other requirements. Consultant will obtain all required permits and licenses and complete any certifications in order to perform its Services under this Agreement at Consultant's expense and Consultant will pay for all taxes, charges or fees associated with the performance of Consultant's services.

PAYMENT

3.1 City shall pay LCMS for all authorized and properly performed services as follows:

- Firm Fixed Price: City shall pay LCMS for all authorized and properly performed services a Firm Fixed Price amount of **See hourly fee year in Attachment B**.

3.2 Payments will be based on a Firm Fixed Price. LCMS will be paid within thirty (30) days after City receives invoice from LCMS.

Invoices shall be submitted to _____(City Representative) at the email address(es) below. All invoices must reference this Agreement Number, and segregate invoiced amounts by line item including current and cumulative amounts. LCMS's invoice shall be in a format that meets the City's requirements. Subconsultant shall submit an electronic invoice to: (_____). Invoices that don't satisfy these requirements will be returned unpaid.

4. DELAYS

If the time allotted for completion of LCMS's services is exceeded through no fault of consultant, additional fee and/or time to complete performance may be allowed if written notice of the cost and estimated length of the delay is given to City within forty-eight (48) hours of consultant's discovery of the delay. LCMS will provide such additional

supporting data as City may require in a timely manner.

5. INSTRUMENTS OF SERVICE

All work product produced under this Agreement ("Instruments of Service") will be in a form and format acceptable to City. Where applicable, LCMS shall have a documented Quality Assurance / Quality Control (QA/QC) program that provides for checking and reviewing of its services for accuracy and correctness. Upon request, LCMS shall provide City with a copy of LCMS's QA/QC program and/or project quality management plan. Prior to final submission to City, LCMS shall check and review Subconsultant's Instruments of Service for accuracy and correctness according to its project quality management plan. Nothing in this paragraph shall in any way limit LCMS' responsibility or liability for any errors or omissions in its or its Instruments of Service.

6. SUSPENSION/TERMINATION

This Agreement may with or without cause be terminated upon thirty (30) day written notice of either party. If this Agreement is suspended or terminated because of no fault of LCMS, Consultant will be paid for services it satisfactorily performed to the date of suspension or termination, conditional upon delivery of all instruments of service to the City.

7. RECORD RETENTION

LCMS will retain all records pertaining to its services for at least (3) years or the records retention period required by the City, whichever is longer, following the completion or termination of LCMS's service under this Agreement.

8. INSURANCE

LCMS will procure and maintain insurance. Coverage must be placed with an insurance carrier rated not less than A(-) VII by A.M. Best. Otherwise, at a minimum, unless otherwise agreed upon in writing, LCMS will procure and maintain the following types and amounts of insurance for the duration of the Project:

Workers' compensation insurance as required by law, including USL&H / Jones Act coverage if applicable, $1,000,000 of employer's liability insurance,

Commercial general liability insurance of $1,000,000 per occurrence and aggregate for bodily injury, property damage, personal and advertising injury and completed operations,

Automobile liability insurance of $1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired, owned and non-owned vehicles, and

Professional liability insurance in the amount of $1,000,000 per claim and aggregate. Professional liability insurance shall be maintained for a minimum of three (3) years beyond the date this Agreement is completed or terminated. The commercial general liability insurance must include contractual liability coverage including coverage for any indemnities.

CERTIFICATES OF INSURANCE

Certificates of Insurance, satisfactory to City, will be furnished to City before any services are performed. L C M S will provide for written notice to City prior to cancellation of any of the required insurance policies before the expiration date thereof. All certificates of insurance must be kept in force throughout the duration of the services. If any of LCMS's or its sub-consultant's coverage is renewed at any time prior to completion of the services, LCMS shall be responsible for obtaining updated insurance certificates for itself and such sub-consultant from the respective insurance carriers and forwarding the replacement certificates to City within five (5) days of the expiration date of any previously delivered certificate.

9. INDEMNIFICATION

9.1 To the fullest extent permitted by law, LCMS will indemnify, defend and hold the City, their employees, officers, directors, and agents harmless, from and against all liability, claims, losses, costs, expenses and fees, including reasonable attorney's fees, arising out of this Project or this Agreement to the extent caused or alleged to have been caused by any willful misconduct or negligent acts, errors or omissions or infringement of intellectual property rights, or breach of this Agreement by Subconsultant, its agents, employees, subconsultants or suppliers.

9.2 To the fullest extent permitted by law, LCMS explicitly waives any right it has to immunity under applicable industrial insurance laws and agrees to indemnify, defend and hold City, their employees, officers, directors, and agents harmless from any and all liability, losses, costs, expenses and fees, including reasonable attorney's fees, arising out of claims or law suits brought by LCMS' employees or any of its subconsultants' employees for bodily injuries or death sustained while performing services hereunder.

10. CONFIDENTIALITY

Subconsultant will not disclose any confidential or proprietary information of City as identified in writing unless authorized by City to do so. L C M S ' employees, officers, agents, subconsultants and suppliers will also be bound to this same obligation. In addition, Subconsultant will not release any information to third parties or make any public statements about Projects without City's express written consent. It is hereby agreed that the following information is not considered to be confidential under this Agreement:

a) Information already in the public domain;

b) Information disclosed to LCMS by a third party who is not under a confidentiality obligation;

c) Information developed by or in the custody of LCMS before entering into this Agreement;

d) Information developed by LCMS solely through its work with its other clients; or

e) Information required to be disclosed by operation of law, including but not limited to, order of court or governmental agency.

11. SAFETY / COMPLIANCE WITH LAW / INSPECTIONS

LCMS will comply with all applicable health, safety, and environmental protection requirements of City, federal, state and local authorities. LCMS will take all necessary

precautions in the performance of services under this Agreement to protect the safety and health of its employees and any of its subconsultants' employees.

12. GOVERNING LAW / DISPUTES

This Agreement will be governed by the laws of the state in which the Project is located. If a dispute involves only the parties to this Agreement, upon mutual agreement, any or all such disputes may be resolved by mediation or binding arbitration in accordance with state law. If any arbitration or litigation is commenced between the parties concerning this Agreement or their respective rights, duties and obligations hereunder, the prevailing party in such litigation or arbitration shall be entitled to reasonable attorney's fees, court costs and litigation expenses.

13. CHANGES

From time to time, the City may require changes to this Agreement. If the change involves an increase in scope of services, the parties shall negotiate an equitable adjustment to LCMS' fees and/or the time to complete the additional services.

.

Only written changes, as provided in this paragraph, will be of any force or effect.

14. RESPONSIBILITY FOR CONSULTANTS

14.1 LCMS is fully responsible to the City for the actions or inactions of all persons or entities directly or indirectly performing or furnishing services on behalf of LCMS under this Agreement. LCMS will require all such persons or entities to perform their services in the same manner.

14.2 LCMS will be responsible for the payment of all persons or entities performing services for the company or on company's behalf; the City will not have any responsibility for such payment. In addition, LCMS will not retain the services of any person or entity against whom the City has a reasonable objection.

15. DEFAULT

If LCMS becomes insolvent or is otherwise in default of this Agreement, the City may, without prejudice to any of its other rights or remedies and without liability to the company, terminate this Agreement and complete the services company was obligated to provide hereunder as City deems appropriate.

16. NOTICES

All communications required by this Agreement may be personally delivered or mailed to the other party at the address set forth on the signature page. The address and party may be changed by written notice given as provided in this paragraph.

17. ENTIRE AGREEMENT

This Agreement contains the parties entire understanding and supersedes all prior negotiations or agreements over the services described herein. This Agreement may only be modified by written instrument duly executed by both parties, except as otherwise provided herein.

LCMS does not have a list of exceptions.

4-25-2024

18. ASSIGNMENT

The rights and interests under this Agreement cannot be assigned without the written consent of the other party. Unless otherwise specifically stated in any such consent, the Assignor will not be released from any responsibility under this Agreement.

19. OWNERSHIP OF DOCUMENTS

All drawings, specifications and other documents and electronic data furnished by LCMS to City under this Agreement ("Instruments of Service") shall become the property of the City.

20. CYBERSECURITY

LCMS agrees to maintain industry standard safeguards and controls within its information technology infrastructure, systems and network (collectively, "IT Systems"), or the cybersecurity measures required by the City, to protect against cybersecurity incidents (including, but not limited to, incidents affecting the confidentiality, integrity, or availability of IT Systems and Owner data they contain) and to prevent third parties from gaining unauthorized access to LCMS' IT Systems or impersonating its IT Systems. L C M S agrees to provide immediate notification providing reasonable detail to City after LCMS becomes aware or reasonably should be aware of an actual or attempted breach or impersonation of its IT Systems.

21. EQUAL EMPLOYMENT AND NON-DISCRIMINATION

In connection with the services under this Agreement, LCMS agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741.5 (a-e).

22. SEVERABILITY

To the extent that any provision of this Agreement is finally adjudged invalid by a court of competent jurisdiction, that provision shall be deleted or modified, as necessary, to make it enforceable, and the remaining provisions of the Agreement shall remain in full force and effect and be binding upon the parties hereto.

23. SURVIVAL

The terms and conditions of this Agreement regarding indemnification, insurance, record keeping, and any other provision allocating responsibility or liability between the parties hereto, shall survive the completion of the services under this Agreement and the termination of this Agreement for any cause.

This Agreement is hereby executed on this _____ day of _____ 2024.

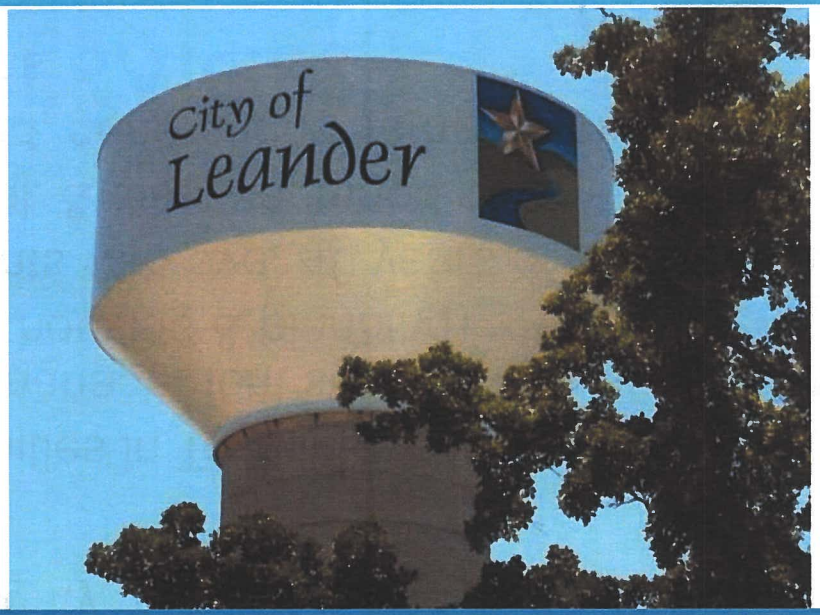
Langford Community Management Services, Inc.		City of xxxxxxxxxxx	
BY:			
		BY:	
NAME:	_____	NAME:	_____
TITLE:	President/Owner	TITLE:	City Manager
ADDRESS:	9017 W. Hwy 29 Suite 206 Liberty Hill, TX 78642	ADDRESS:	xxxxxxxxxx xxxxxxxxx
TELEPHONE:	512-452-0432	TELEPH0NE	

SUBCONSULTANT AGREEMENT
ATTACHMENT A

SCOPE OF WORK

- Identify funding opportunities and new program areas to match City priorities; develop and respond to grant funding on state and federal prospects
- Work closely with City staff to develop and transform ideas into grant proposals; interact with stakeholders involved in grant-funding activities; serve as liaison with program staff to gain complete understanding of the programs to deliver proposals designed to maximize grant awards.
- Lead, and/or participate in dialogues with City leaders to ensure grant proposals and activities are supported and approved, aligned with City priorities and are appropriately prioritized.
- Assist with and or present public hearings in conjunction with City Council.
- Coordinate and manage deliverables with grant, federal and or state agency.
- Assist with any grant required reporting requirements.
- Generate any needed time extension requests.
- Review data and records for compliance with grant requirements.
- Assist in retrieving any legal documents for proper filing.
- Assist in responding to Requests for Information.
- Track and report the status of any required agency reimbursements.
- Facilitate, prepare, review and edit grant proposals and applications; generate revenues for City programs and services through timely submission of well-researched, well written and well-documented grant/fund-raising proposals.
- Maintain comprehensive knowledge of areas involved in identifying and soliciting grants; coordinate project activities; prepare and process letters, correspondence and presentation materials.
- Generate proposals and supporting documents in response to solicitations; create and maintain funding opportunity and grantor agency databases, activity tracking systems, and related files.
- Maintain and implement funding calendar activities, submit progress reports to funding agencies and institutions; maintain contact with funding organizations upon completion of grants to effect positive relationships which may afford future grant-funded opportunities.
- Serve as a point-of-contact and/or liaison with designated contractors and consultants to support grant processes and activities; determine and communicate contractor and consultant project priorities, timelines, deadlines and expectations; facilitate effective communications between contractors, consultants and City Council to ensure grants and grant proposals meet Council objectives.
- Prepare a variety of presentations, reports and correspondence regarding grants' status, compliance activities and/or issues; prepare and maintain a variety of extensive and detailed documents, files and related records.

LANGFORD
COMMUNITY MANAGEMENT
SERVICES
EST. 1983



GRANT ADMINISTRATION & MANAGEMENT SERVICES

City of Leander Presentation – July 15, 2024

LCMS Mission Statement & Culture:

Langford Community Management Services is dedicated to strengthening Texas communities by providing comprehensive grant writing, management and administration services with integrity, expertise and a commitment to exceptional customer service.

- We serve over 150 Communities in Texas
- Provide grant and program management services specific to community development (infrastructure, housing & planning)
- Managed $1B+ worth of grants with over 40 years of experience
- Specialize in small/med, rural, & disadvantaged communities
- Woman-owned, HUB certified, generational family business
- Individualized plans of actions

INTRODUCTIONS

Judy Langford, Bachelor of Science – President/Consultant – has worked with State and Federal Grant programs for over 33 years. Project development and management including planning and implementing grant programs from their application to approval and implementation. As Langford's owner, she is responsible for the growth, stability, direction and daily operation of the business.

Jessica Daidone – Senior Team Manager - Assist with writing competitive grants on behalf of rural cities and counties throughout the State of Texas. Correspond and submit grant applications to the appropriate federal and/or state agency. Build and maintain solid working relationships with governmental entities who oversee the grant programs.

PRESENTING TEAM

LANGFORD COMMUNITY MANAGEMENT SERVICES EST. 1983

TEAM LEAD MEMBERS

Erin Thompson, B.A. – Director of Programs – Oversight of Disaster Recovery, Community Development and Hazard Mitigation Teams. Ensures goals, deadlines and deliverables are met. Ensures program compliance within all Langford projects. Highly trained in financial management, federal procurement and monitoring /compliance.

Jill Phinney, B.S. –Grant and financial management professional with over 30 years of grant writing and management experience with local, state and federal funding sources including CDBG-DR, EMPG, UASI, SHSP, FEMA, HUD, and NHTSA. With that tenure, she has gained extensive knowledge and experience in managing multiple disaster recovery grant programs that involve mitigation, preparedness, response and recovery efforts, in both state and local capacities.

Jerri Conrado – Community Engagement- Planning Team Manager –Accomplished professional with over 21 years of demonstrated experience in community engagement, public communications, sales and marketing. Known for implementing quantifiable marketing strategies and creating innovative publicity campaigns across diverse industries. Expert data management and analytical skills when managing large, complex projects.

Angela Sifuentes, – Team Manager TDA, TPWD & TWDB Programs –Write, review and administer competitive grants on behalf of rural cities and counties throughout the State of Texas. Responsible for the correspondence and submission of grant applications to the appropriate federal and/or state agency with a primary focus within the Texas Department of Agriculture. Oversee financial management, monitor construction and engineering.

Melisa Durham – Environmental Specialist- Preparation of Environmental Review Records (ERR) for projects administered by Langford and the General Land Office. The ERR includes research and determination of information as to whether the human environment would be negatively impacted by the project activities and outcome; publishing of Public Notices; Coordination with the environmental oversite agencies.

COMPANY OVERVIEW

- LCMS has worked with Cities and Counties since 1983. We come from a service-based background and understand the needs of communities and their funding needs.
- LCMS is a Texas Comptroller certified HUB. The company is Texas woman-owned and operated.
- LCMS brings over 175 years of combined staff experience in writing and administering State and Federal Grant Programs.

COMPANY STRENGTHS

- LCMS Owner, Judy Langford has created an experienced team that utilizes hands on and involved leadership skills
- LCMS team is motivated to make the needs of the community a priority while working with agency programs.
- LCMS is very familiar with State Laws as well as the Federal CFR's to steer the community away from possible de-obligation of funds.
- LCMS will work alongside the community as a partner in the funding processes, assisting with decision making, administering the programs, monitoring progress and reporting on accomplished activities of the programs.

TYPES OF GRANT FUNDING SOURCES FOR CITIES

- Federal Agency administered Grants
- State administered Federal Grants
- State administered State Funds
- Foundation Grants – Privately Funded

Langford Grant Lifecycle Process Flow

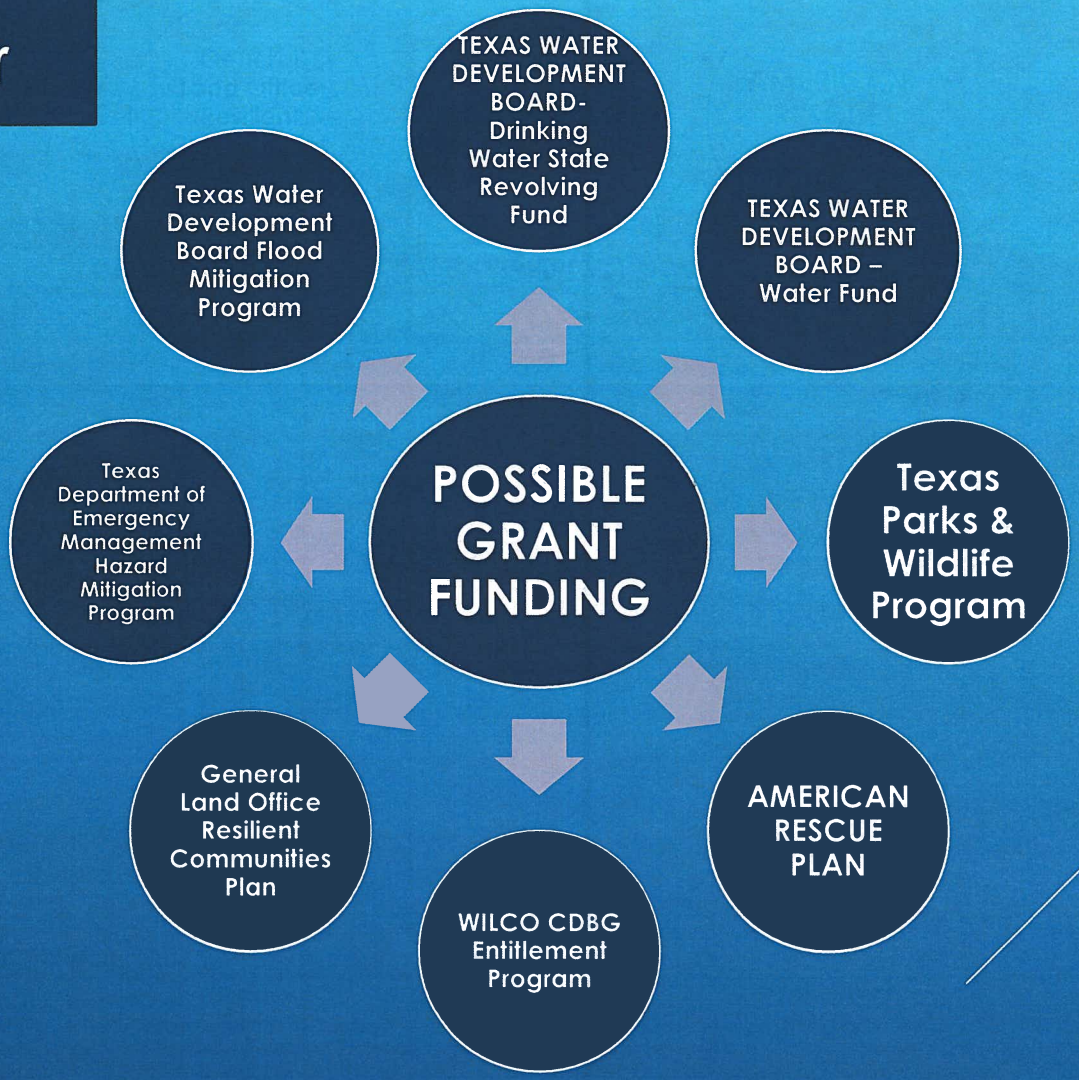
* Acquisition as determined by Environmental review

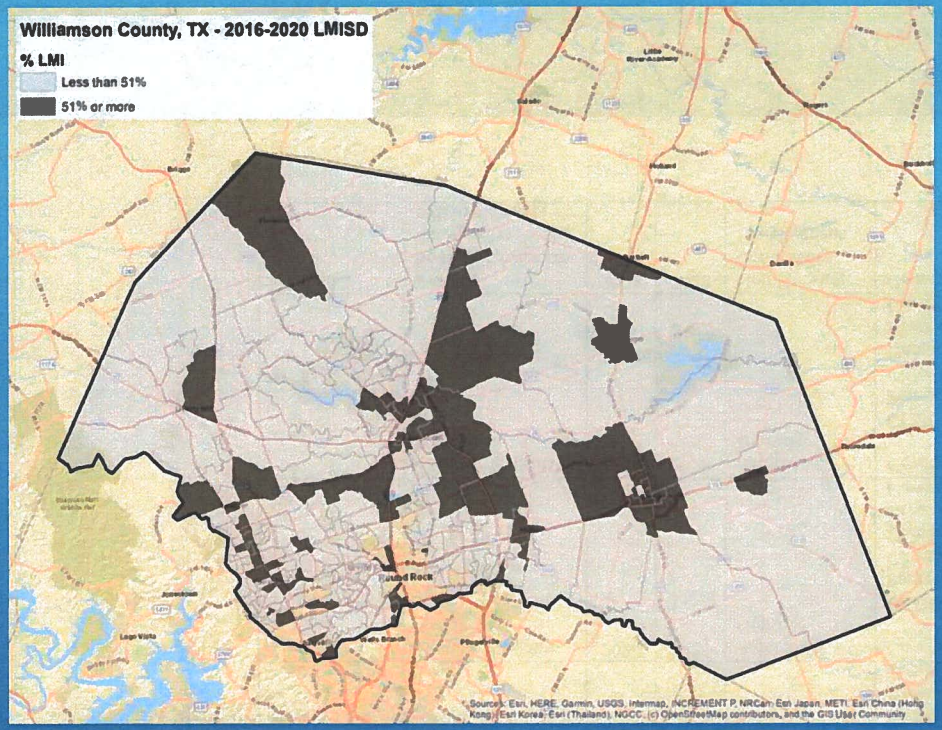
ALL STATE AND FEDERAL APPLICATIONS

ACTION ITEMS TO ACCOMPLISH BEFORE STARTING AN APPLICATION:

- ✓ SAMS REGISTRATION – SYSTEM FOR AWARD MANAGEMENT – SAM.GOV WEBSITE
- ✓ AS PART OF THE SAMS REGISTRATION, THE SYSTEM WILL GENERATE A UNIQUE ENTITY IDENTIFIER (UEI)
- ✓ IF THE PROGRAM IS IN GRANTS.GOV, SET UP AN ACCOUNT AND AN AUTHORIZED ORGANIZATION REPRESENTATIVE (AOR) AT A MINIMUM 3 WEEKS BEFORE APPLICATION IS DUE.

City of Leander





WILLIAMSON COUNTY HUD ENTITLEMENT PROGRAM - CDBG

LOW TO MODERATE INCOME CENSUS TRACT BLOCK GROUPS

CENSUS TRACT 203.21 BG1 61.5% BG 2 73.7%
CENSUS TRACT 203.23 BG1 60.0%
CENSUS TRACT 203.25 BG1 57.8%

SP-45 Goals Summary – 91.215(a)(4)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Housing Rehabilitation	2024	2028	Affordable Housing	Countywide CDBG Participating Cities and Unincorporated Areas of the County	Increase Access to Affordable Housing	$1,450,000	Homeowner Housing Rehabilitated: 175 housing units (35 annually)
2	Home-ownership Assistance	2024	2028	Affordable Housing	Countywide CDBG Participating Cities and Unincorporated Areas of the County	Increase Access to Affordable Housing		
3	Affordable Rental Housing	2024	2028	Affordable Housing	Countywide CDBG Participating Cities and Unincorporated Areas of the County	Increase Access to Affordable Housing	$100,000	Public Services activities for Low/Moderate Income Housing Benefit: 250 households (50 annually)
4	Provide housing/services to the homeless/at risk of homelessness	2024	2028	Non-Housing Community Development	Countywide	Decrease Homelessness	$125,000	Homeless Person Overnight Shelter: 250 persons

SP-45 Goals Summary – 91.215(a)(4)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
5	Improve public facilities and infrastructure	2024	2028	Non-Housing Community Development	Countywide CDBG Participating Cities and Unincorporated Areas of the County	Public Facility and Infrastructure Improvements	$7,413,290	Public Facility or Infrastructure other than Low/Moderate Income Housing Benefit: 90,000 persons Public Facility or Infrastructure for Low/Moderate Income Housing Benefit: 390 households
6	Provide public services	2024	2028	Non-Housing Community Development	Countywide	Public Services	$650,000	Public Service activities other than Low/Moderate Income Housing Benefit: 950 persons
7	Planning and Administration and Fair Housing Activties	2024	2028	Admin and Planning	Countywide	Planning and Administration and Fair Housing	$838,255	Other: 5 Other

Table 52 – Goals Summary

TEXAS WATER DEVELOPMENT BOARD

Texas Water Development Board

Drinking Water State Revolving Fund (DWSRF)

- The DWSRF assists communities by providing low-cost financing for a wide range of water projects that facilitate compliance with drinking water standards.
- Eligible Projects include planning, design, acquisition, and construction to: Correct water system deficiencies, Upgrade or replace water systems, Consolidate systems, Purchase capacity,
- Purchase other systems, Implement green projects Implement source water protection projects
- Principal forgiveness for qualifying disadvantaged, emergency relief, and green projects
- Up to 30-year repayment period
- No maximum funding limit
- Multi-year commitments
- Access to loan funding year-round

TEXAS WATER DEVELOPMENT BOARD

Texas Water Development Board

Clean Water State Revolving Fund (CWSRF)- Sewer

- The CWSRF assists communities by providing low-cost financing for a wide range of wastewater projects that facilitate compliance with TCEQ requirements for sanitary sewer systems.
- Eligible Projects include planning, design, acquisition, and construction of: Wastewater treatment facilities, wastewater recycling and reuse facilities including "purple pipe" distribution systems, non-potable reuse, wastewater collection systems, existing wastewater facilities, stormwater control, Nonpoint source pollution control projects, such as correction of failing onsite systems and wetlands restoration, purchase other systems, implement green projects, implement source water protection projects
- Principal forgiveness for qualifying disadvantaged, emergency relief, and green projects
- Up to 30-year repayment period
- No maximum funding limit
- Multi-year commitments
- Access to loan funding year-round

TEXAS WATER DEVELOPMENT BOARD

Texas Water Development Board

Clean Water & Drinking Water State Revolving Fund

What should we do to prepare for an application?

1) TWDB has specific procurement criteria when an entity wants to be considered for disadvantaged funds. Complete procurement of engineering and grant management.
2) Conduct a thorough needs assessment to determine the scope of the project(s)
3) Ensure that annual financial audits are current.
4) Develop a detailed project plan including timelines and budget estimates
5) Identify the beneficiaries of the identified project(s)
6) If area to be served is not disadvantaged according to census data, a door to door survey may be completed to further qualify disadvantaged status.
7) Submit Project Information Form (PIF) usually first week of March of each year.

TEXAS WATER DEVELOPMENT BOARD

Texas Water Development Board

Texas Water Fund

In 2023, the 88th Texas Legislature passed Senate Bill (SB) 28 and Senate Joint Resolution (SJR) 75 providing for the creation of the Texas Water Fund, a special fund in the state treasury outside the general revenue fund to be administered by the TWDB. In addition, SB 30 authorized a onetime, $1 billion supplemental appropriation of general revenue to the Texas Water Fund, creating the Texas Water Fund to assist in financing water projects in Texas, passed on November 7, 2023, with more than 77 percent in favor. The Texas Water Fund is not a new financial assistance program itself; rather, it allows the TWDB to provide funding through certain existing financial assistance programs and the newly created New Water Supply Fund for Texas. The TWDB is working to implement the Texas Water Fund and is seeking stakeholder feedback to inform funding priorities as well as the administration of the programs to which funds may be transferred.

TEXAS WATER DEVELOPMENT BOARD

Texas Water Development Board

Lead Service Line Replacement (LSLR)

The Infrastructure Investment and Jobs Act (IIJA) appropriated funds through the DWSRF for Lead Service Line Replacement (LSLR) projects and associated activities directly connected to the identification, planning, design, and replacement of lead service lines.

Some examples of eligible projects are:

- Development or updating lead service line inventories, including locating and mapping lead service lines.
- Complete removal of lead service lines (public and privately owned portion) and replace with pipe meeting requirements established under 40 CFR 143 and complies with state/local plumbing codes and/or building codes.
- Non-routine lead sampling (not for compliance purposes) as part of the LSLR project.

TEXAS WATER DEVELOPMENT BOARD

Texas Water Development Board

Flood Infrastructure Fund (FIF)

The FIF program allows for a wide range of flood projects. Only Flood Management Evaluations (FME), Flood Mitigation Projects (FMP), and Flood Management Strategies (FMS) recommended in an amended regional flood plan approved by the TWDB are eligible for financial assistance. Upon adoption of the first state flood plan in 2024, only FMEs, FMPs, and FMSs recommended in the Board-adopted state flood plan will be eligible for financial assistance. Eligible project examples include, but are not limited to, the following:

Planning Phase Activities

Construction/Rehabilitation Phase Activities

Nature-Based Solution Activities

The assistance is also able to support activities that may not traditionally be thought of as flood projects. FI

AMERICAN RESCUE PLAN (ARP)

Eligible Uses of Funds

1. To respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and non-profits, or aid to impacted industries such as tourism, travel and hospitality;
2. To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers;
3. For the provision of government services to the extent of reduction in revenue due to COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; and
4. Make necessary investments in water, sewer, and broadband infrastructure.

TEXAS PARKS & WILDLIFE (TPWD) GRANT PROGRAM

Non-Urban Indoor and Outdoor Grant Program- for cities under 500K for up to $750,000 grant funds with a 1:1 match.

- Due annually on August 1 with update to Master Park Plan by June 1 of same year.

Recreational Trails Fund- This federally funded program receives its funding from a portion of federal gas taxes paid on fuel used in non-highway recreational vehicles. The reimbursable grants can be up to 80% of project cost with a maximum of $300,000 for non-motorized trail grants and a maximum award of $500,000 for motorized (off-highway vehicle) trail grants

- Due Annually on February 1

GENERAL LAND OFFICE (GLO) RCP PROGRAM

The Texas General Land Office (GLO) allocated up to $100 million in Community Development Block Grant Mitigation (CDBGMIT) funds for the Resilient Communities Program (RCP). The RCP will fund the development, adoption, and implementation of modern and resilient building codes and flood damage prevention ordinances to ensure that structures built within the community can withstand future hazards.

Applications will have a maximum of $300,000 per applicant, first-come first-served. At least 50% must address mitigation needs in the CDBG-MIT most impacted and distressed (MID) areas identified by the United States Department of Housing and Urban Development (HUD).

Develop, update, adopt, and implement:

- Building Codes that meet or exceed International Residential Code (IRC) edition 2012;
- Flood Damage Prevention Ordinances -Must require new structures to be at least 2-feet above base flood elevation;
- Zoning Ordinances
- Land Use Plans and/or Comprehensive Plans that integrate hazard mitigation planning.

HAZARD MITIGATION GRANT PROGRAM (HMGP)

FEMA

TDEM
THE TEXAS A&M UNIVERSITY SYSTEM

FEMA's Hazard Mitigation Grant Program provides funding to state, local, tribal and territorial governments so they can develop hazard mitigation plans and rebuild in a way that reduces, or mitigates, future disaster losses in their communities. This grant funding is available after a presidentially declared disaster.

Hazard mitigation includes long-term efforts to reduce risk and the potential impact of future disasters. HMGP assists communities in rebuilding in a better, stronger, and safer way in order to become more resilient overall. The grant program can fund a wide variety of mitigation projects.

LANGFORD
COMMUNITY MANAGEMENT SERVICES
EST. 1983

Contact : Judy@LCMSinc.com or
Jessica@LCMSinc.com
Webpage: LCMSinc.com
Office #: 512/452-0432

Serving Texas Communities

EXECUTIVE SUMMARY
9/19/2024

AGENDA SUBJECT:
Discuss and consider action on a Resolution finding public convenience and necessity and authorizing the use of eminent domain to condemn, if necessary, a 7,704 square foot water line easement and a 13,005 square foot temporary construction easement (both as described in Agenda Item 42 and Exhibit "A") from that certain 32.778 acre tract conveyed to Subramanian, Ltd. and recorded at Document Number 2010043776 of the official public records of Williamson County, Texas, for the public use and purpose of construction of a water line.

BACKGROUND:
The City is engaging in efforts to acquire permanent and temporary construction easements for the construction of the Leander 2243 Water Main Project. The deadline for responding to the City's final offer to purchase the easement has expired without the parties reaching an agreement. Therefore, the next step is for the City Council to authorize condemnation of the land.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:
The Resolution must be approved using specific motion language, stated below, and a roll call vote must be taken.

Required Motion Language (Roll Call Vote Needed):
"I move that the City of Leander authorize the use of the power of eminent domain to acquire both a permanent water line easement of 7,704 square feet and a temporary construction easement of 13,005 square feet from property owned by Subramanian, Ltd. and described in Agenda Item 42 for the public use of constructing and operating public water lines and infrastructure improvements."

PRESENTER:
Paige Saenz, City Attorney

Fiscal Impact

Attachments:
1. Resolution Subramanian Ltd. - Parcel 14 and Exhibit

A RESOLUTION OF THE CITY OF LEANDER, TEXAS

RESOLUTION NO.

Leander 2243 Water Main Parcel 14 (Subramanian, Ltd.)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEANDER, TEXAS FINDING PUBLIC CONVENIENCE AND NECESSITY AND AUTHORIZING EMINENT DOMAIN PROCEEDINGS IF NECESSARY FOR ACQUISITION OF A PERMANENT WATER LINE EASEMENT OVER A 7,704 SQUARE FOOT PARCEL OF LAND AND AN ADJOINING VARIABLE WIDTH TEMPORARY CONSTRUCTION EASEMENT OVER A 13,005 SQUARE FOOT PARCEL OF LAND, BOTH PARCELS BEING OUT OF AND A PART OF A CALLED 32.778 ACRE TRACT OF LAND SITUATED IN WILLIAMSON COUNTY, TEXAS, CONVEYED TO SUBRAMANIAN, LTD. IN DOCUMENT NO. 2010043776 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), AND ESTABLISHING AN EFFECTIVE DATE; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, in order to promote public health, safety, and welfare, the City of Leander, Texas ("City") hereby finds that public convenience and necessity require acquisition of a permanent water line easement on, over, across, under and through that certain 7,704 square foot parcel of land situated in Williamson County, Texas that is described with particularity in **Exhibit "A,"** attached and incorporated herein by reference as if fully set out, and referred to hereafter as the "Permanent Easement," for the public purpose and the public use of excavating for, placing, laying, constructing, installing, operating, maintaining, replacing, relocating, upgrading, removing, and repairing underground water mains, water lines, facilities, connections therewith, valves, vents, and all necessary appurtenances thereto (all such uses being referred to hereafter as the "Project") and further for the use of any and all excavated materials from the Permanent Easement for the City's use during the Project; and

WHEREAS, in order to promote public health, safety and welfare, the City hereby also finds that public convenience and necessity require acquisition of a temporary construction easement on, over, across, under and through that certain 40' wide strip of land in Travis County, Texas that extends 40' northwards from the southern boundary line of the above-referenced 32.778 acre parcel of land owned by Subramanian, Ltd., EXCLUDING the Permanent Easement area and containing 13,005 net square feet of land, more or less, with such 40' strip of land being further described graphically as "VARIABLE WIDTH TEMPORARY CONSTRUCTION EASEMENT" on page 3 of **Exhibit "A,"** and being referred to hereafter as the "TCE," for the public purpose

and the public use of construction access, temporary spoil storage, equipment storage, equipment staging, and any other purpose necessary to effectuate construction of the Project; and further for the use of any and all excavated materials from the TCE for the City's use during the Project; and

WHEREAS, in order to effectuate the Project, it will be necessary and convenient that agents, representatives, or employees of the City lay out the Project and acquire the necessary interests in land for the purpose of construction, reconstruction, operation and maintenance of the Project; and the necessary rights of way upon, over, under and across the Permanent Easement and TCE for the purposes of construction, reconstruction, operation, and maintenance of public water line infrastructure improvements and appurtenances thereto, and for the use of any excavated materials from the Permanent Easement and TCE for use in the Project; and

WHEREAS, it may be necessary to hire engineers, surveyors, appraisers, attorneys, title companies, architects, or other persons or companies to effect the laying out, establishment, and acquisition of the Permanent Easement and TCE and for construction of the Project; and

WHEREAS, in order to acquire the Permanent Easement and TCE it will be or has been necessary for the City's agents, representatives, or employees to enter upon the Permanent Easement and TCE for the purpose of surveying and establishing said land titles and to determine adequate compensation for said land, to conduct tests, and to negotiate with the owners thereof for the purchase of the land titles and easements; and,

WHEREAS, it was necessary to set out procedures for the establishment and approval of just compensation for each of the parcels to be acquired for the Project;

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

Section 1: <u>Public Convenience and Necessity</u>.

1. That in order to promote the public health, safety, and welfare, public convenience and necessity requires the acquisition of a permanent water line easement over, across, under and through that certain 7,704 square foot tract of land situated in Williamson County, Texas as specifically described by metes and bounds and accompanying sketch in **Exhibit "A,"** for the public purpose and the public use of excavating for, placing, laying, constructing, installing, operating, maintaining, replacing, relocating, upgrading, removing, and repairing underground water mains, water lines, facilities, connections therewith, valves, vents, and all necessary appurtenances thereto.

2. That in order to promote the public health, safety, and welfare, public convenience and necessity requires the acquisition of a variable width temporary construction easement over, across, under and through that certain 40' wide strip of land extending 40' northwards from the southern boundary of that same 32.778 acre parcel of land owned by Subramanian Ltd. in Williamson County, Texas identified above, adjoining the Permanent Easement all along to the north and partially to the

south but EXCLUDING the area contained within the Permanent Easement itself, and consisting of 13,005 net square feet of land, more or less, with such 40' wide strip being further identified graphically as "VARIABLE WIDTH TEMPORARY CONSTRUCTION EASEMENT" on sheet 3 of **Exhibit "A,"** for the public purpose and the public use of construction access, temporary spoil storage, equipment storage, equipment staging, and any other use necessary to effectuate construction of the Project.

3. That in order to promote the public health, safety, and welfare, public convenience and necessity further requires the City's acquisition and use of any and all earthen materials that may be excavated from the Permanent Easement and/or the TCE for any purposes related to the Project.

4. That the City's agents, representatives, or employees are hereby authorized to:

   a. Lay out the exact location of the land area needed from the Permanent Easement, TCE, or other properties;

   b. Hire such engineers, surveyors, appraisers, title companies, architects, and other persons or companies needed to effect the laying out of the facilities, the establishment and acquisition of the required right of way, and the construction of the public utility infrastructure improvements and appurtenances;

   c. Enter upon any property necessary for the purpose of surveying and establishing the title, to determine adequate compensation for the right of way, and to conduct tests;

   d. Negotiate with the owners of any such properties for the purchase thereof;

   e. To purchase any necessary easements and right of way on, over, under and across the Permanent Easement and TCE and to execute all documents necessary to acquire such rights of way, all subject to express approval of the specific, negotiated terms by the City Council;

   f. Initiate eminent domain proceedings against the owner(s) of the Permanent Easement and TCE for the necessary land interest(s) in same in the event the owner(s) fail to accept a bona fide offer to purchase the Permanent Easement and TCE; and

   g. Take whatever further actions deemed appropriate to economically effect the establishment of the Project and appurtenances thereto.

5. That all previous acts and proceedings done or initiated by the City's agents, representatives, or employees for the establishment of the Project, including the negotiation for and/or acquisition of any necessary property rights in the Permanent

Easement and TCE are hereby authorized, ratified, approved, confirmed, and validated. This resolution shall take effect immediately from and after its passage.

7. The Mayor is hereby authorized to sign this resolution and the City Secretary to attest thereto on behalf of the City of Leander, Texas.

8. This resolution shall be effective immediately upon adoption.

Section 2: **Open Meetings.** It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551.*

RESOLVED by the City Council of the City of Leander, Texas this 19 day of September, 2024.

ATTEST:

_____
Dara Crabtree, City Secretary

THE CITY OF LEANDER, TEXAS

_____
By: Christine DeLisle, Mayor

APPROVED AS TO FORM:

_____
Paige Saenz, City Attorney

EXHIBIT "A "

(Waterlines Easement)
Elijah D. Harmon Survey, Abstract No. 6

PO Box 90876
Austin, TX 78709
512.537.2384
jward@4wardls.com
www.4wardls.com

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 0.1769 ACRES (7,704 SQUARE FEET) OUT OF THE ELIJAH D. HARMON SURVEY, ABSTRACT NO. 6, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 32.778 ACRE TRACT, CONVEYED TO SUBRAMANIAN, LTD. IN DOCUMENT NO. 2010043776 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), SAID 0.1782 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2-inch iron rod found in the north right-of-way line of F.M. 2243 (right-of-way varies) being the southeast corner of said Subramanian tract and being the southwest corner of a called 36.063 acre tract conveyed to Vivek Mahendru and Lisa K. Mahendru in Document No. 2004040872 (O.P.R.W.C.T.), and being the southeast corner and **POINT OF BEGINNING** hereof, from which a Texas Department of Transportation (TxDot) type I concrete monument found in the north line of said F.M. 2243 and being in the south line of said Mahendru tract bears N48°13'04"E, a distance of 68.01 feet;

THENCE, leaving the common south corner of said Subramanian tract and said Mahendru tact along the north right-of-way line of said F.M. 2243, **S48°13'04"W**, a distance of **339.09** feet to a calculated point for an angle point hereof, from which a 60D nail found bears, S48°13'04"W, a distance of 92.40 feet;

THENCE, leaving the north line of said F.M. 2243 over and across said Subramanian tract, **S53°09'11"W**, a distance of **174.24** feet to a calculated point for the southwest corner hereof, in the west line of said Subramanian tract, and the east line of a called 26.168 acre tract conveyed to RCD Realty, Ltd. in Document No. 2021099477 (O.P.R.W.C.T.), from which a 1/2-inch iron rod found in the north right-of-way line of said F.M. 2243 and being the common south corner of said Subramanian tract and said RCD Realty tract bears, S21°35'42"E, a distance of 12.60 feet;

THENCE, along the common line of said Subramanian tract and said RCD Realty tract, **N21°35'42"W**, a distance of **15.55** feet to a calculated point for the northwest corner hereof, from which a 3/4-inch iron pipe found in the common line of said RCD Realty tract and said Subramanian tract bears N21°35'42"W, a distance of 481.06 feet;

THENCE, leaving the east line of said RCD Realty tract over and across said Subramanian tract the following two (2) courses and distances:

1) **N53°09'11"E**, a distance of **169.50** feet to a calculated point for an angle point hereof, and
2) **N48°13'04"E**, a distance of **344.34** feet to a calculated point for the northeast corner hereof, being in the common line of said Subramanian tract and said Mahendru tract;

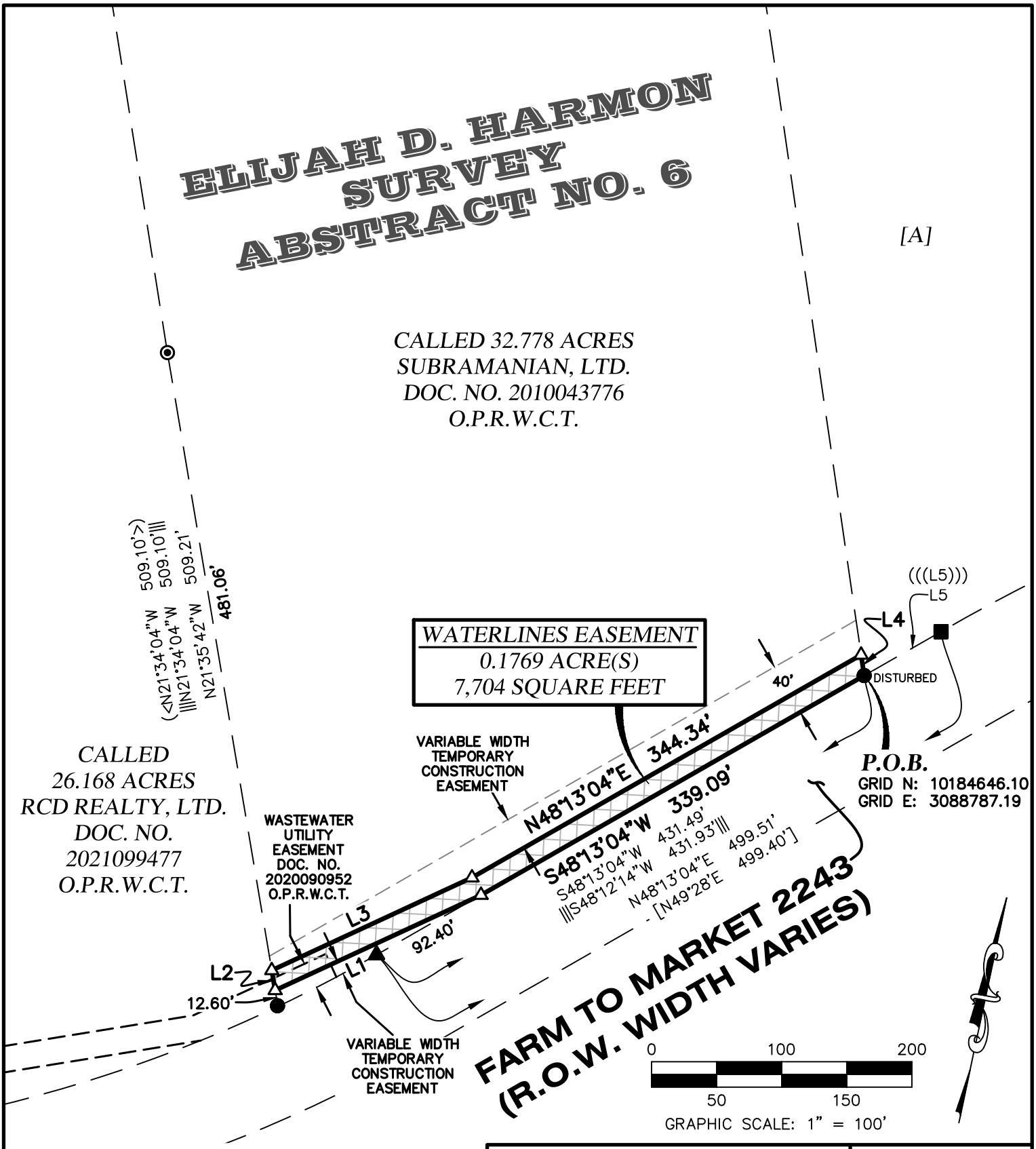
THENCE, along the common line of said Subramanian tract and said Mahendru tract, **S20°20'01"E**, a distance of **16.12** feet to the **POINT OF BEGINNING** hereof, containing 0.1769 Acres (7,704 Square Feet) more or less.

NOTE:

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203), all distances were adjusted to surface using a combined scale factor of 1.000136642699. See attached sketch (reference drawing: 01373_WLE_13_REV.dwg)

1/25/24

Jason Ward, RPLS #5811
4Ward Land Surveying, LLC



0.1769 ACRE
WATERLINES EASEMENT
City of Leander,
Williamson County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
INFO@4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	1/29/2024
Project:	01373
Scale:	1" = 100'
Reviewer:	PRB
Tech:	CC
Field Crew:	JC/AB
Survey Date:	JUNE 2022
Sheet:	1 OF 2

P:\01373\Dwg\01373-WLE.dgn REV: 1/29/2024

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S53°09'11"W	174.24'
L2	N21°35'42"W	15.55'
L3	N53°09'11"E	169.50'
L4	S20°20'01"E	16.12'
L5	N48°13'04"E	68.01'

RECORD LINE TABLE		
LINE #	DIRECTION	LENGTH
(((L5)))	N49°55'51"W	68.24'

[A]
CALLED 36.063 ACRES
VIVEK MAHENDRU
AND WIFE,
LISA K. MAHENDRU
DOC. NO. 2004040872
O.P.R.W.C.T.

LEGEND

———	BOUNDARY LINE
— —— —	EXISTING PROPERTY LINES
– – – –	EXISTING EASEMENTS
●	1/2" IRON ROD FOUND (UNLESS NOTED)
■	TXDOT TYPE I CONCRETE MONUMENT FOUND
▲	NAIL FOUND AS NOTED
⊙	3/4" IRON PIPE FOUND (UNLESS NOTED)
△	CALCULATED POINT
P.O.B.	POINT OF BEGINNING
VOL./PG.	VOLUME, PAGE
DOC. NO.	DOCUMENT NUMBER
R.O.W.	RIGHT-OF-WAY
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
[.....]	RECORD INFORMATION PER TXDOT RIGHT-OF-WAY MAPS
(<.....>)	RECORD INFORMATION PER DOC. NO. 2021055844
|||.....|||	RECORD INFORMATION PER DOC. NO. 2010043776
(((.....)))	RECORD INFORMATION PER DOC. NO. 2004040872

EASEMENT AREA CONTAINED
WITHIN EXISTING WASTEWATER
UTILITY EASEMENT = 0.0094 ACRE
412 SQ. F.T.

TEMPORARY CONSTRUCTION
EASEMENT AREA = 0.2985 ACRE
13,005 SQ. F.T.

1/25/2024

STATE OF TEXAS
REGISTERED
JASON WARD
5811
PROFESSIONAL
LAND SURVEYOR

NOTES:

1) ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE, (4203), NAD83, ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000136642699.
2) SEE ATTACHED METES AND BOUNDS DESCRIPTION.

0.1769 ACRE
WATERLINES EASEMENT
City of Leander,
Williamson County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
INFO@4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	1/29/2024
Project:	01373
Scale:	1" = 100'
Reviewer:	PRB
Tech:	CC
Field Crew:	JC/AB
Survey Date:	JUNE 2022
Sheet:	2 OF 2

P:\01373\Dwg\01373_WLE_EX_REV.dwg

EXECUTIVE SUMMARY
9/19/2024

AGENDA SUBJECT:
Discuss and consider action on a Resolution finding public convenience and necessity and authorizing the use of eminent domain to condemn, if necessary, a 5,804 square foot water line easement and a 9,675 square foot temporary construction easement (both as described in Agenda Item 43 and Exhibit "A") from that certain tract of land conveyed to JNK Properties 1, Ltd. and recorded at document Number 2021182868 of the official public records of Williamson County, Texas, for the public use and purpose of construction of a water line.

BACKGROUND:
The City is engaging in efforts to acquire permanent and temporary construction easements for the construction of the Leander 2243 Water Main Project. The deadline for responding to the City's final offer to purchase the easement has expired without the parties reaching an agreement. Therefore, the next step is for the City Council to authorize condemnation of the land.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:
The Resolution must be approved using specific motion language, stated below, and a roll call vote must be taken.

Required Motion Language (Roll Call Vote Needed):
"I move that the City of Leander authorize the use of the power of eminent domain to acquire both a permanent water line easement of 5,804 square feet and a temporary construction easement of 9,675 square feet from property owned by JNK Properties 1, Ltd. and described in Agenda Item 43 for the public use of constructing and operating public water lines and infrastructure improvements."

PRESENTER:
Paige Saenz, City Attorney

Fiscal Impact

Attachments:

1. Resoluiton JNK - Parcel 15 and Exhibit

A RESOLUTION OF THE CITY OF LEANDER, TEXAS

RESOLUTION NO.

Leander 2243 Water Main Parcel 15 (JNK Properties 1, Ltd.)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEANDER, TEXAS FINDING PUBLIC CONVENIENCE AND NECESSITY AND AUTHORIZING EMINENT DOMAIN PROCEEDINGS IF NECESSARY FOR ACQUISITION OF A PERMANENT WATER LINE EASEMENT OVER A 5,804 SQUARE FOOT PARCEL OF LAND AND A TEMPORARY CONSTRUCTION EASEMENT OVER A 9,675 SQUARE FOOT PARCEL OF LAND, BOTH PARCELS BEING OUT OF THE ELIJAH D. HARMON SURVEY, ABSTRACT NO. 6 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A REMAINDER OF A CALLED 36.063 ACRE TRACT CONVEYED TO JNK PROPERTIES 1, LTD. IN DOCUMENT NO. 2021182868 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), AND ESTABLISHING AN EFFECTIVE DATE; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, in order to promote public health, safety, and welfare, the City of Leander, Texas ("City") hereby finds that public convenience and necessity require acquisition of a permanent water line easement on, over, across, under and through that certain 5,804 square foot parcel of land situated in Williamson County, Texas that is described with particularity in **Exhibit "A,"** attached and incorporated herein by reference as if fully set out, with such 5,804 square foot tract of land referred to hereafter as the "Permanent Easement," for the public purpose and the public use of excavating for, placing, laying, constructing, installing, operating, maintaining, replacing, relocating, upgrading, removing, and repairing underground water mains, water lines, facilities, connections therewith, valves, vents, and all necessary appurtenances thereto (all such uses being referred to hereafter as the "Project") and further for the use of any and all excavated materials from the Permanent Easement for the City's use during the Project; and

WHEREAS, in order to promote public health, safety and welfare, the City hereby also finds that public convenience and necessity require acquisition of a temporary construction easement on, over, across, under and through that certain 25' wide strip of land abutting the Permanent Easement to the north, totaling 9,675 square feet, more or less, with such 25' wide strip being depicted graphically on page 3 of **Exhibit "A"** and referred to hereafter as the "TCE," for the public purpose and the public use of construction access, temporary spoil storage, equipment storage, equipment staging, and any other purpose necessary to effectuate construction of the Project;

and further for the use of any and all excavated materials from the TCE for the City's use during the Project; and

WHEREAS, in order to effectuate the Project, it will be necessary and convenient that agents, representatives, or employees of the City lay out the Project and acquire the necessary interests in land for the purpose of construction, reconstruction, operation and maintenance of the Project; and the necessary rights of way upon, over, under and across the Permanent Easement and TCE for the purposes of construction, reconstruction, operation, and maintenance of public water line infrastructure improvements and appurtenances thereto, and for the use of any excavated materials from the Permanent Easement and TCE for use in the Project; and

WHEREAS, it may be necessary to hire engineers, surveyors, appraisers, attorneys, title companies, architects, or other persons or companies to effect the laying out, establishment, and acquisition of the Permanent Easement and TCE and for construction of the Project; and

WHEREAS, in order to acquire the Permanent Easement and TCE it will be or has been necessary for the City's agents, representatives, or employees to enter upon the Permanent Easement and TCE for the purpose of surveying and establishing said land titles and to determine adequate compensation for said land, to conduct tests, and to negotiate with the owners thereof for the purchase of the land titles and easements; and,

WHEREAS, it was necessary to set out procedures for the establishment and approval of just compensation for each of the parcels to be acquired for the Project;

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

Section 1: <u>Public Convenience and Necessity</u>.

1. That in order to promote the public health, safety, and welfare, public convenience and necessity requires the acquisition of a permanent water line easement over, across, under and through that certain 5,804 square foot tract of land, more or less, situated in Williamson County, Texas, being more specifically described by metes and bounds and accompanying sketch in **Exhibit "A,"** for the public purpose and the public use of excavating for, placing, laying, constructing, installing, operating, maintaining, replacing, relocating, upgrading, removing, and repairing underground water mains, water lines, facilities, connections therewith, valves, vents, and all necessary appurtenances thereto.

2. That in order to promote the public health, safety, and welfare, public convenience and necessity requires the acquisition of a temporary construction easement over, across, under and through that certain 25' wide strip of land abutting the Permanent Easement to the north and containing 9,675 square feet of land, more or less, with such 25' wide strip of land being graphically described by sketch on page 3 of **Exhibit "A"** and labeled therein as "25' TEMPORARY CONSTRUCTION EASEMENT," for the public purpose and the public use of construction access,

temporary spoil storage, equipment storage, equipment staging, and any other use necessary to effectuate construction of the Project.

3. That in order to promote the public health, safety, and welfare, public convenience and necessity further requires the City's acquisition and use of any and all earthen materials that may be excavated from the Permanent Easement and/or the TCE for any purposes related to the Project.

4. That the City's agents, representatives, or employees are hereby authorized to:

   a. Lay out the exact location of the land area needed from the Permanent Easement, TCE, or other properties;

   b. Hire such engineers, surveyors, appraisers, title companies, architects, and other persons or companies needed to effect the laying out of the facilities, the establishment and acquisition of the required right of way, and the construction of the public utility infrastructure improvements and appurtenances;

   c. Enter upon any property necessary for the purpose of surveying and establishing the title, to determine adequate compensation for the right of way, and to conduct tests;

   d. Negotiate with the owners of any such properties for the purchase thereof;

   e. To purchase any necessary easements and right of way on, over, under and across the Permanent Easement and TCE and to execute all documents necessary to acquire such rights of way, all subject to express approval of the specific, negotiated terms by the City Council;

   f. Initiate eminent domain proceedings against the owner(s) of the Permanent Easement and TCE for the necessary land interest(s) in same in the event the owner(s) fail to accept a bona fide offer to purchase the Permanent Easement and TCE; and

   g. Take whatever further actions deemed appropriate to economically effect the establishment of the Project and appurtenances thereto.

5. That all previous acts and proceedings done or initiated by the City's agents, representatives, or employees for the establishment of the Project, including the negotiation for and/or acquisition of any necessary property rights in the Permanent Easement and TCE are hereby authorized, ratified, approved, confirmed, and validated. This resolution shall take effect immediately from and after its passage.

7. The Mayor is hereby authorized to sign this resolution and the City Secretary to attest thereto on behalf of the City of Leander, Texas.

8. This resolution shall be effective immediately upon adoption.

Section 2: **Open Meetings.** It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551.*

RESOLVED by the City Council of the City of Leander, Texas this 19 day of September, 2024.

ATTEST: **THE CITY OF LEANDER, TEXAS**

_____ _____

Dara Crabtree, City Secretary By: Christine DeLisle, Mayor

APPROVED AS TO FORM:

_____

Paige Saenz, City Attorney

EXHIBIT "A "

(Waterlines Easement)
Elijah D. Harmon Survey, Abstract No. 6

PO Box 90876
Austin, TX 78709
512.537.2384
jward@4wardls.com
www.4wardls.com

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 0.1332 ACRES (5,804 SQUARE FEET) OUT OF THE ELIJAH D. HARMON SURVEY, ABSTRACT NO. 6, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A REMAINDER OF A CALLED 36.063 ACRE TRACT, CONVEYED TO JNK PROPERTIES 1, LTD. IN DOCUMENT NO. 2021182868 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), SAID 0.1332 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a calculated point in the north right-of-way line of F.M. 2243 (right-of-way varies) being the southeast corner of said JNK Properties 1 tract and being the southwest corner of a called 3.00 acre tract conveyed to Devidass Mahendru in Document No. 2004056322 (O.P.R.W.C.T.), and being the southeast corner and **POINT OF BEGINNING** hereof, from which a type 1 TXDOT concrete monument found in the north line of said F.M. 2243 and being in the south line of said Devidass Mahendru tract bears, along the arc of a curve to the right, whose radius is 1,472.39 feet, whose arc length is 113.94 feet, and whose chord bears N62°40'19"E, a distance of 113.91 feet;

THENCE, leaving the common south corner of said JNK Properties 1 tract and said Devidass Mahendru tract along the north right-of-way line of said F.M. 2243 the following two (2) courses and distances:

1) Along the arc of a curve to the left, whose radius is **1472.39** feet, whose arc length is **318.88** feet and whose chord bears **S54°15'02"W**, a distance of **318.26** feet to a type 1 TXDOT concrete monument found for an angle point hereof, and
2) **S48°13'04"W**, a distance of **68.01** feet to a 1/2-inch iron rod found for the southwest corner hereof, being the common south corner of said JNK Properties 1 tract and a called 32.778 acre tract conveyed to Subramanian, Ltd. in Document No. 2010043776 (O.P.R.T.C.T.);

THENCE, leaving the north line of said F.M. 2243 along the common line of said JNK Properties 1 tract and said Subramanian tract **N20°20'01"W**, a distance of **16.12** feet to a calculated point for the northwest corner hereof, being in said common line;

THENCE, leaving the east line of said Subramanian tract over and across said JNK Properties 1 tract the following two (2) courses and distances:

1) **N48°13'04"E**, a distance of **62.10** feet to a calculated point for a non-tangent point of curvature hereof, and
2) Along the arc of a curve to the right, whose radius is **1487.39** feet, whose arc length is **324.86** feet and whose chord bears **N54°18'15"E**, a distance of **324.22** feet to a calculated point for northeast corner hereof;

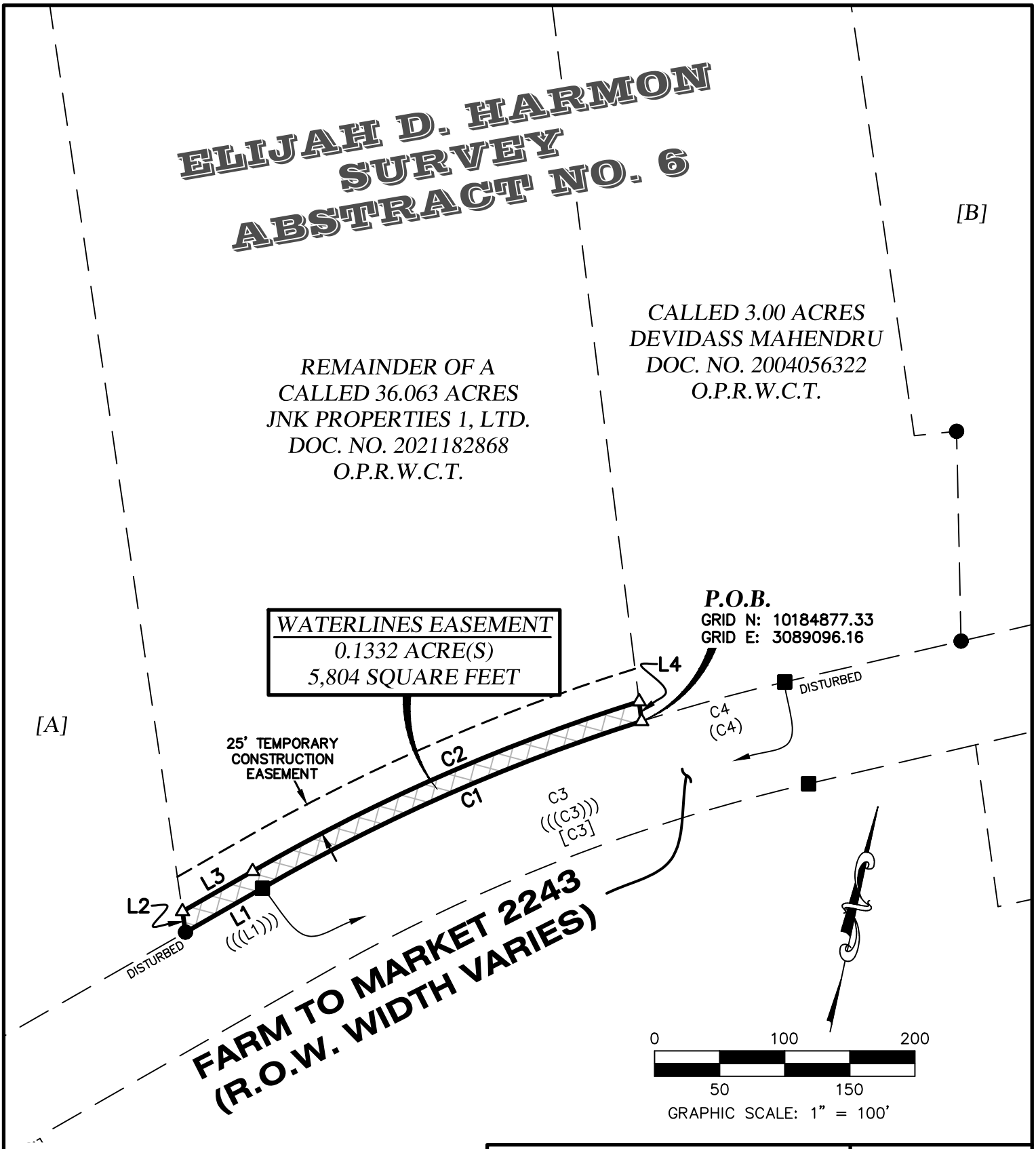
THENCE, along the common line of said JNK Properties 1 tract and said Devidass Mahendru tract, **S19°07'22"E**, a distance of **15.25** feet to the **POINT OF BEGINNING** hereof, containing 0.1332 Acres (5,804 Square Feet) more or less.

NOTE:

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203), all distances were adjusted to surface using a combined scale factor of 1.000136642699. See attached sketch (reference drawing: 01373_WLE_14_REV.dwg)

3/4/24

Jason Ward, RPLS #5811
4Ward Land Surveying, LLC



0.1332 ACRE
WATERLINES EASEMENT
City of Leander,
Williamson County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
INFO@4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	5/3/2024
Project:	01373
Scale:	1" = 100'
Reviewer:	PRB
Tech:	CC
Field Crew:	JC/AB
Survey Date:	JUNE 2022
Sheet:	1 OF 2

P:\01373\Dwg\01373WLE78.REVG47

CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	BEARING	DISTANCE
C1	1,472.39'	318.88'	12°24'31"	S54°15'02"W	318.26'
C2	1,487.39'	324.86'	12°30'51"	N54°18'15"E	324.22'
C3	1,472.39'	432.82'	16°50'33"	S56°28'03"W	431.27'
C4	1,472.39'	113.94'	4°26'02"	S62°40'19"W	113.91'

RECORD CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	BEARING	DISTANCE
(((C3)))	1,472.71'	432.32'	16°49'10"	N58°20'32"E	430.77'
[C3]	1,472.39'	432.59'	16°50'00"	S57°53'W	431.03'
(C4)	1,472.71'	–	–	S64°32'26"W	113.65'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N48°13'04"E	68.01'
L2	N20°20'01"W	16.12'
L3	N48°13'04"E	62.10'
L4	S19°07'22"E	15.25'

RECORD LINE TABLE		
LINE #	DIRECTION	LENGTH
(((L1)))	S49°55'51"W	68.24'

LEGEND

———	BOUNDARY LINE
— —— —	EXISTING PROPERTY LINES
– – – – –	EXISTING EASEMENTS
●	1/2" IRON ROD FOUND (UNLESS NOTED)
■	TXDOT TYPE I CONCRETE MONUMENT FOUND
▲	NAIL FOUND AS NOTED
⊙	1/2" IRON PIPE FOUND (UNLESS NOTED)
△	CALCULATED POINT
P.O.B.	POINT OF BEGINNING
VOL./PG.	VOLUME, PAGE
DOC. NO.	DOCUMENT NUMBER
R.O.W.	RIGHT–OF–WAY
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
[.....]	RECORD INFORMATION PER TXDOT RIGHT–OF–WAY MAPS
(((.....)))	RECORD INFORMATION PER DOC. NO. 2004040872
(.....)	RECORD INFORMATION PER DOC. NO. 2004056322

[A]
CALLED 32.778 ACRES
SUBRAMANIAN, LTD.
DOC. NO. 2010043776
O.P.R.W.C.T.

[B]
CALLED 36.054 ACRES
DEVIDASS MAHENDRU AND
WIFE, SWARAN MAHENDRU
DOC. NO. 2003078726
O.P.R.W.C.T.

3/4/2024

STATE OF TEXAS
REGISTERED
JASON WARD
5811
PROFESSIONAL
LAND SURVEYOR

TEMPORARY CONSTRUCTION
EASEMENT AREA= 0.2221 ACRE
9,675 SQ. FT.

NOTES:

1) ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE, (4203), NAD83, ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000136642699.
2) SEE ATTACHED METES AND BOUNDS DESCRIPTION.

0.1332 ACRE
WATERLINES EASEMENT
City of Leander,
Williamson County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
INFO@4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	5/3/2024
Project:	01373
Scale:	1" = 100'
Reviewer:	PRB
Tech:	CC
Field Crew:	JC/AB
Survey Date:	JUNE 2022
Sheet:	2 OF 2

P:\01373\Dwg\01373-WLE-EX1.dwg

EXECUTIVE SUMMARY
9/19/2024

AGENDA SUBJECT:
Discuss and consider action on a Resolution finding public convenience and necessity and authorizing the use of eminent domain to condemn, if necessary, a 3,808 square foot water line easement and a 6,398 square foot temporary construction easement (both as described in Agenda Item 44 and Exhibit "A") from a called 3.00 acre tract conveyed to Devidass Mahendru and recorded at Document Number 2004056322 of the official public records of Williamson County, Texas, for the public use and purpose of construction of a water line.

BACKGROUND:
The City is engaging in efforts to acquire permanent and temporary construction easements for the construction of the Leander 2243 Water Main Project. The deadline for responding to the City's final offer to purchase the easement has expired without the parties reaching an agreement. Therefore, the next step is for the City Council to authorize condemnation of the land.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:
The Resolution must be approved using specific motion language, stated below, and a roll call vote must be taken.

Required Motion Language (Roll Call Vote Needed):
"I move that the City of Leander authorize the use of the power of eminent domain to acquire both a permanent water line easement of 3,808 square feet and a temporary construction easement of 6,398 square feet from property owned by Devidass Mahendru and described in Agenda Item 44 for the public use of constructing and operating public water lines and infrastructure improvements."

PRESENTER:
Paige Saenz, City Attorney

Fiscal Impact

Attachments:

1. Resolution Mahendru - Parcel 16 and Exhibit

A RESOLUTION OF THE CITY OF LEANDER, TEXAS

RESOLUTION NO.

Leander 2243 Water Main Parcel 16 (Mahendru)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEANDER, TEXAS FINDING PUBLIC CONVENIENCE AND NECESSITY AND AUTHORIZING EMINENT DOMAIN PROCEEDINGS IF NECESSARY FOR ACQUISITION OF A PERMANENT WATER LINE EASEMENT OVER A 3,808 SQUARE FOOT PARCEL OF LAND AND A TEMPORARY CONSTRUCTION EASEMENT OVER A 6,398 SQUARE FOOT PARCEL OF LAND, BOTH PARCELS BEING OUT OF THE ELIJAH D. HARMON SURVEY, ABSTRACT NO. 6 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 3.00 ACRE TRACT CONVEYED TO DEVIDASS MAHENDRU IN DOCUMENT NO. 2004056322 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), AND ESTABLISHING AN EFFECTIVE DATE; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, in order to promote public health, safety, and welfare, the City of Leander, Texas ("City") hereby finds that public convenience and necessity require acquisition of a permanent water line easement on, over, across, under and through that certain 3,808 square foot parcel of land situated in Williamson County, Texas that is described with particularity in **Exhibit "A,"** attached and incorporated herein by reference as if fully set out, with such 3,808 square foot tract of land referred to hereafter as the "Permanent Easement," for the public purpose and the public use of excavating for, placing, laying, constructing, installing, operating, maintaining, replacing, relocating, upgrading, removing, and repairing underground water mains, water lines, facilities, connections therewith, valves, vents, and all necessary appurtenances thereto (all such uses being referred to hereafter as the "Project") and further for the use of any and all excavated materials from the Permanent Easement for the City's use during the Project; and

WHEREAS, in order to promote public health, safety and welfare, the City hereby also finds that public convenience and necessity require acquisition of a temporary construction easement on, over, across, under and through that certain 25' wide strip of land abutting the Permanent Easement all along to the north and consisting of 6,398 square feet of land, more or less, and with such 25' wide strip being depicted graphically on page 3 of **Exhibit "A"** and referred to hereafter as the "TCE," for the public purpose and the public use of construction access, temporary spoil storage, equipment storage, equipment staging, and any other purpose necessary to

effectuate construction of the Project; and further for the use of any and all excavated materials from the TCE for the City's use during the Project; and

WHEREAS, in order to effectuate the Project, it will be necessary and convenient that agents, representatives, or employees of the City lay out the Project and acquire the necessary interests in land for the purpose of construction, reconstruction, operation and maintenance of the Project; and the necessary rights of way upon, over, under and across the Permanent Easement and TCE for the purposes of construction, reconstruction, operation, and maintenance of public water line infrastructure improvements and appurtenances thereto, and for the use of any excavated materials from the Permanent Easement and TCE for use in the Project; and

WHEREAS, it may be necessary to hire engineers, surveyors, appraisers, attorneys, title companies, architects, or other persons or companies to effect the laying out, establishment, and acquisition of the Permanent Easement and TCE and for construction of the Project; and

WHEREAS, in order to acquire the Permanent Easement and TCE it will be or has been necessary for the City's agents, representatives, or employees to enter upon the Permanent Easement and TCE for the purpose of surveying and establishing said land titles and to determine adequate compensation for said land, to conduct tests, and to negotiate with the owners thereof for the purchase of the land titles and easements; and,

WHEREAS, it was necessary to set out procedures for the establishment and approval of just compensation for each of the parcels to be acquired for the Project;

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

Section 1: <u>Public Convenience and Necessity</u>.

1. That in order to promote the public health, safety, and welfare, public convenience and necessity requires the acquisition of a permanent water line easement over, across, under and through that certain 3,808 square foot tract of land, more or less, situated in Williamson County, Texas, being more specifically described by metes and bounds and accompanying sketch in **Exhibit "A,"** for the public purpose and the public use of excavating for, placing, laying, constructing, installing, operating, maintaining, replacing, relocating, upgrading, removing, and repairing underground water mains, water lines, facilities, connections therewith, valves, vents, and all necessary appurtenances thereto.

2. That in order to promote the public health, safety, and welfare, public convenience and necessity requires the acquisition of a temporary construction easement over, across, under and through that certain 25' wide strip of land abutting the Permanent Easement all along to the north and containing 6,398 square feet of land, more or less, with such 25' wide strip of land being graphically described by sketch on page 3 of **Exhibit "A"** and labeled therein as "25' TEMPORARY CONSTRUCTION EASEMENT," for the public purpose and the public use of construction access,

temporary spoil storage, equipment storage, equipment staging, and any other use necessary to effectuate construction of the Project.

3. That in order to promote the public health, safety, and welfare, public convenience and necessity further requires the City's acquisition and use of any and all earthen materials that may be excavated from the Permanent Easement and/or the TCE for any purposes related to the Project.

4. That the City's agents, representatives, or employees are hereby authorized to:

   a. Lay out the exact location of the land area needed from the Permanent Easement, TCE, or other properties;

   b. Hire such engineers, surveyors, appraisers, title companies, architects, and other persons or companies needed to effect the laying out of the facilities, the establishment and acquisition of the required right of way, and the construction of the public utility infrastructure improvements and appurtenances;

   c. Enter upon any property necessary for the purpose of surveying and establishing the title, to determine adequate compensation for the right of way, and to conduct tests;

   d. Negotiate with the owners of any such properties for the purchase thereof;

   e. To purchase any necessary easements and right of way on, over, under and across the Permanent Easement and TCE and to execute all documents necessary to acquire such rights of way, all subject to express approval of the specific, negotiated terms by the City Council;

   f. Initiate eminent domain proceedings against the owner(s) of the Permanent Easement and TCE for the necessary land interest(s) in same in the event the owner(s) fail to accept a bona fide offer to purchase the Permanent Easement and TCE; and

   g. Take whatever further actions deemed appropriate to economically effect the establishment of the Project and appurtenances thereto.

5. That all previous acts and proceedings done or initiated by the City's agents, representatives, or employees for the establishment of the Project, including the negotiation for and/or acquisition of any necessary property rights in the Permanent Easement and TCE are hereby authorized, ratified, approved, confirmed, and validated. This resolution shall take effect immediately from and after its passage.

7. The Mayor is hereby authorized to sign this resolution and the City Secretary to attest thereto on behalf of the City of Leander, Texas.

8. This resolution shall be effective immediately upon adoption.

Section 2: **Open Meetings.** It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551.*

RESOLVED by the City Council of the City of Leander, Texas this 19 day of September, 2024.

ATTEST:

THE CITY OF LEANDER, TEXAS

_____
Dara Crabtree, City Secretary

_____
By: Christine DeLisle, Mayor

APPROVED AS TO FORM:

_____
Paige Saenz, City Attorney

EXHIBIT "A "

(Waterlines Easement)
Elijah D. Harmon Survey, Abstract No. 6

PO Box 90876
Austin, TX 78709
512.537.2384
jward@4wardls.com
www.4wardls.com

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 0.0874 ACRES (3,808 SQUARE FEET) OUT OF THE ELIJAH D. HARMON SURVEY, ABSTRACT NO. 6, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 3.00 ACRE TRACT, CONVEYED TO DEVIDASS MAHENDRU IN DOCUMENT NO. 2004056322 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), SAID 0.0874 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2-inch iron rod found in the north right-of-way line of F.M. 2243 (right-of-way varies) being the southeast corner of said Devidass Mahendru tract and being the southwest corner of a called 36.054 acre tract conveyed to Devidass Mahendru and wife Swaran Mahendru in Document No. 2003078726 (O.P.R.W.C.T.), and being the southeast corner and **POINT OF BEGINNING** hereof, from which a type 1 TXDOT concrete monument found in the north line of said F.M. 2243 and being in the south line of said Devidass and Swaran Mahendru tract bears, N64°56'33"E, a distance of 95.76 feet;

THENCE, leaving the common south corner of said Devidass Mahendru tract and said Devidass and Swaran Mahendru tract with the north right-of-way line of said F.M. 2243 the following two (2) courses and distances:

1) **S64°56'33"W**, a distance of **139.13** feet to a type 1 TXDOT concrete monument found for an angle point hereof, and
2) Along the arc of a curve to the left, whose radius is **1,472.39** feet, whose arc length is **113.94** feet and whose chord bears **S62°40'19"W**, a distance of **113.91** feet to calculated point for the southwest corner hereof being the common south corner of said Devidass Mahendru tract and a remainder of a called 36.063 acre tract conveyed to JNK Properties 1, Ltd. in Document No. 2021182868 (O.P.R.W.C.T.), from which a type 1 TXDOT concrete monument found bears, along the arc of a curve to the left, whose radius is 1,472.39 feet, whose arc length is 318.88 feet and whose chord bears S54°15'02"W, a distance of 318.26 feet;

THENCE, leaving the north line of said F.M. 2243 with the common line of said Devidass Mahendru tract and said JNK Properties 1 tract, **N19°07'22"W**, a distance of **15.25** feet to a calculated point for the northwest corner hereof, being in said common line;

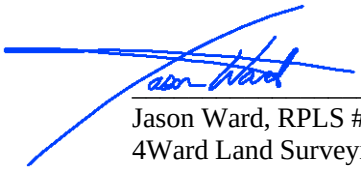
THENCE, leaving the east line of said JNK Properties 1 tract over and across said Devidass Mahendru tract the following two (2) courses and distances:

1) Along the arc of a curve to the right, whose radius is **1487.39** feet, whose arc length is **112.36** feet and whose chord bears **N62°43'31"E**, a distance of **112.33** feet to a calculated point for an angle point hereof, and
2) **N64°56'33"E**, a distance of **142.27** feet to a calculated point for the northeast corner hereof, being in the common line of said Devidass Mahendru tract and said Devidass and Swaran Mahendru tract, from which a 1/2-inch iron rod found in said common line bears, N13°13'42"W, a distance of 145.82 feet;

THENCE, along the common line of said Devidass Mahendru tract and said Devidass and Swaran Mahendru tract, **S13°13'42"E**, a distance of **15.33** feet to the **POINT OF BEGINNING** hereof, containing 0.0874 Acres (3,808 Square Feet) more or less.

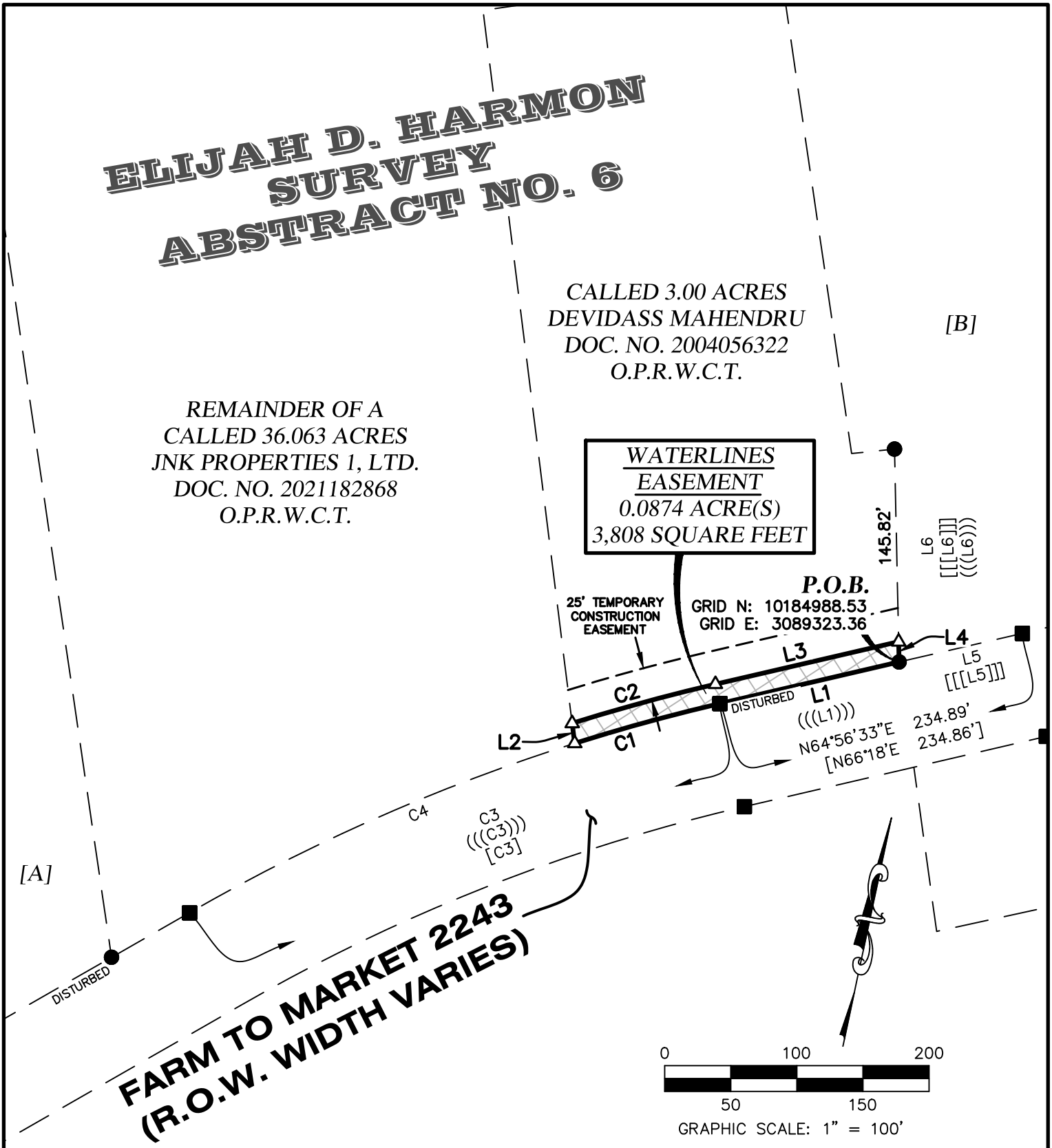
NOTE:

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203), all distances were adjusted to surface using a combined scale factor of 1.000136642699. See attached sketch (reference drawing: 01373_WLE_21.dwg)



3/4/24

Jason Ward, RPLS #5811
4Ward Land Surveying, LLC



0.0874 ACRE
WATERLINES EASEMENT
City of Leander,
Williamson County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
INFO@4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	5/3/2024
Project:	01373
Scale:	1" = 100'
Reviewer:	PRB
Tech:	CC
Field Crew:	JC/AB
Survey Date:	JUNE 2022
Sheet:	1 OF 2

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CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	BEARING	DISTANCE
C1	1,472.39'	113.94'	4°26'02"	S62°40'19"W	113.91'
C2	1,487.39'	112.36'	4°19'42"	N62°43'31"E	112.33'
C3	1,472.39'	432.82'	16°50'33"	S56°28'03"W	431.27'
C4	1,472.39'	318.88'	12°24'31"	S54°15'02"W	318.26'

RECORD CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	BEARING	DISTANCE
(((C3)))	1,472.71'	432.32'	16°49'10"	N58°20'32"E	430.77'
[C3]	1,472.39'	432.59'	16°50'00"	S57°53'W	431.03'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S64°56'33"W	139.13'
L2	N19°07'22"W	15.25'
L3	N64°56'33"E	142.27'
L4	S13°13'42"E	15.33'
L5	N64°56'33"E	95.76'
L6	N13°13'42"W	161.14'

RECORD LINE TABLE		
LINE #	DIRECTION	LENGTH
(((L1)))	S66°39'58"W	139.39'
(((L2)))	S49°55'51"W	68.24'
[[[L6]]]	N11°26'00"W	161.18'
(((L6)))	N11°26'00"W	161.18'
[[[L5]]]	N66°44'E	95.53'

LEGEND

———	BOUNDARY LINE
— ——— —	EXISTING PROPERTY LINES
– – – – –	EXISTING EASEMENTS
●	1/2" IRON ROD FOUND (UNLESS NOTED)
■	TXDOT TYPE I CONCRETE MONUMENT FOUND
▲	NAIL FOUND AS NOTED
⊙	1/2" IRON PIPE FOUND (UNLESS NOTED)
△	CALCULATED POINT
P.O.B.	POINT OF BEGINNING
VOL./PG.	VOLUME, PAGE
DOC. NO.	DOCUMENT NUMBER
R.O.W.	RIGHT-OF-WAY
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
[.....]	RECORD INFORMATION PER TXDOT RIGHT-OF-WAY MAPS
(((.....)))	RECORD INFORMATION PER DOC. NO. 2004040872
[[[.....]]]	RECORD INFORMATION PER DOC. NO. 2003078726

[A]
CALLED 32.778 ACRES
SUBRAMANIAN, LTD.
DOC. NO. 2010043776
O.P.R.W.C.T.

[B]
CALLED 36.054 ACRES
DEVIDASS MAHENDRU AND
WIFE, SWARAN MAHENDRU
DOC. NO. 2003078726
O.P.R.W.C.T.

3/4/2024

STATE OF TEXAS
REGISTERED
JASON WARD
5811
PROFESSIONAL
LAND SURVEYOR

TEMPORARY CONSTRUCTION
EASEMENT AREA= 0.1469 ACRE
6,398 SQ. FT.

NOTES:

1) ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE, (4203), NAD83, ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000136642699.
2) SEE ATTACHED METES AND BOUNDS DESCRIPTION.

0.0874 ACRE
WATERLINES EASEMENT
City of Leander,
Williamson County, Texas

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Sheet:	2 OF 2

P:\01373\Dwg\01373_WE_21647

EXECUTIVE SUMMARY
9/19/2024

AGENDA SUBJECT:
Discuss and consider action of a Resolution finding public convenience and necessity and authorizing the use of eminent domain to condemn, if necessary, a 15,763 square foot water line easement and a 25,753 square foot temporary construction easement (both as described in Agenda Item 45 and Exhibit "A") from a called 36.054 acre tract conveyed to Devidass Mahendru and Swahan Mahendru and recorded at Document Number 20030708726 of the official public records of Williamson County, Texas, for the public use and purpose of construction of a water line.

BACKGROUND:
The City is engaging in efforts to acquire permanent and temporary construction easements for the construction of the Leander 2243 Water Main Project. The deadline for responding to the City's final offer to purchase the easement has expired without the parties reaching an agreement. Therefore, the next step is for the City Council to authorize condemnation of the land.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:
The Resolution must be approved using specific motion language, stated below, and a roll call vote must be taken.

Required Motion Language (Roll Call Vote Needed):
"I move that the City of Leander authorize the use of the power of eminent domain to acquire both a permanent water line easement of 15,763 square feet and a temporary construction easement of 25,753 square feet from property owned by Devidass Mahendru and Swahan Mahendru and described in Agenda Item 45 for the public use of constructing and operating public water lines and infrastructure improvements."

PRESENTER:
Paige Saenz, City Attorney

Fiscal Impact

Attachments:
1. Resolution D-S Mahendru - Parcel 17 and Exhibit

A RESOLUTION OF THE CITY OF LEANDER, TEXAS

RESOLUTION NO.

Leander 2243 Water Main Parcel 17 (Devidass and Swaran Mahendru)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEANDER, TEXAS FINDING PUBLIC CONVENIENCE AND NECESSITY AND AUTHORIZING EMINENT DOMAIN PROCEEDINGS IF NECESSARY FOR ACQUISITION OF A PERMANENT WATER LINE EASEMENT OVER A 15,763 SQUARE FOOT PARCEL OF LAND AND A TEMPORARY CONSTRUCTION EASEMENT OVER A 25,753 SQUARE FOOT PARCEL OF LAND, BOTH PARCELS BEING OUT OF THE ELIJAH D. HARMON SURVEY, ABSTRACT NO. 6 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 36.054 ACRE TRACT CONVEYED TO DEVIDASS MAHENDRU AND SWARAN MANEDRU IN DOCUMENT NO. 20030708726 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), AND ESTABLISHING AN EFFECTIVE DATE; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, in order to promote public health, safety, and welfare, the City of Leander, Texas ("City") hereby finds that public convenience and necessity require acquisition of a permanent water line easement on, over, across, under and through that certain 15,763 square foot parcel of land situated in Williamson County, Texas that is described with particularity in **Exhibit "A,"** attached and incorporated herein by reference as if fully set out, with such 15,763 square foot tract of land referred to hereafter as the "Permanent Easement," for the public purpose and the public use of excavating for, placing, laying, constructing, installing, operating, maintaining, replacing, relocating, upgrading, removing, and repairing underground water mains, water lines, facilities, connections therewith, valves, vents, and all necessary appurtenances thereto (all such uses being referred to hereafter as the "Project") and further for the use of any and all excavated materials from the Permanent Easement for the City's use during the Project; and

WHEREAS, in order to promote public health, safety and welfare, the City hereby also finds that public convenience and necessity require acquisition of a temporary construction easement on, over, across, under and through that certain 25' wide strip of land abutting the Permanent Easement all along to the north and consisting of 25,753 square feet of land, more or less, and with such 25' wide strip being depicted graphically on pages 3-4 of **Exhibit "A"** and referred to hereafter as the "TCE," for the public purpose and the public use of construction access, temporary spoil storage, equipment storage, equipment staging, and any other purpose necessary to

effectuate construction of the Project; and further for the use of any and all excavated materials from the TCE for the City's use during the Project; and

WHEREAS, in order to effectuate the Project, it will be necessary and convenient that agents, representatives, or employees of the City lay out the Project and acquire the necessary interests in land for the purpose of construction, reconstruction, operation and maintenance of the Project; and the necessary rights of way upon, over, under and across the Permanent Easement and TCE for the purposes of construction, reconstruction, operation, and maintenance of public water line infrastructure improvements and appurtenances thereto, and for the use of any excavated materials from the Permanent Easement and TCE for use in the Project; and

WHEREAS, it may be necessary to hire engineers, surveyors, appraisers, attorneys, title companies, architects, or other persons or companies to effect the laying out, establishment, and acquisition of the Permanent Easement and TCE and for construction of the Project; and

WHEREAS, in order to acquire the Permanent Easement and TCE it will be or has been necessary for the City's agents, representatives, or employees to enter upon the Permanent Easement and TCE for the purpose of surveying and establishing said land titles and to determine adequate compensation for said land, to conduct tests, and to negotiate with the owners thereof for the purchase of the land titles and easements; and,

WHEREAS, it was necessary to set out procedures for the establishment and approval of just compensation for each of the parcels to be acquired for the Project;

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

Section 1: <u>Public Convenience and Necessity</u>.

1. That in order to promote the public health, safety, and welfare, public convenience and necessity requires the acquisition of a permanent water line easement over, across, under and through that certain 15,763 square foot tract of land, more or less, situated in Williamson County, Texas, being more specifically described by metes and bounds and accompanying sketch in **Exhibit "A,"** for the public purpose and the public use of excavating for, placing, laying, constructing, installing, operating, maintaining, replacing, relocating, upgrading, removing, and repairing underground water mains, water lines, facilities, connections therewith, valves, vents, and all necessary appurtenances thereto.

2. That in order to promote the public health, safety, and welfare, public convenience and necessity requires the acquisition of a temporary construction easement over, across, under and through that certain 25' wide strip of land abutting the Permanent Easement all along to the north and containing 25,753 square feet of land, more or less, with such 25' wide strip of land being graphically described by sketch on pages 3-4 of **Exhibit "A"** and labeled therein as "25' TEMPORARY CONSTRUCTION EASEMENT," for the public purpose and the public use of construction access,

temporary spoil storage, equipment storage, equipment staging, and any other use necessary to effectuate construction of the Project.

3. That in order to promote the public health, safety, and welfare, public convenience and necessity further requires the City's acquisition and use of any and all earthen materials that may be excavated from the Permanent Easement and/or the TCE for any purposes related to the Project.

4. That the City's agents, representatives, or employees are hereby authorized to:

   a. Lay out the exact location of the land area needed from the Permanent Easement, TCE, or other properties;

   b. Hire such engineers, surveyors, appraisers, title companies, architects, and other persons or companies needed to effect the laying out of the facilities, the establishment and acquisition of the required right of way, and the construction of the public utility infrastructure improvements and appurtenances;

   c. Enter upon any property necessary for the purpose of surveying and establishing the title, to determine adequate compensation for the right of way, and to conduct tests;

   d. Negotiate with the owners of any such properties for the purchase thereof;

   e. To purchase any necessary easements and right of way on, over, under and across the Permanent Easement and TCE and to execute all documents necessary to acquire such rights of way, all subject to express approval of the specific, negotiated terms by the City Council;

   f. Initiate eminent domain proceedings against the owner(s) of the Permanent Easement and TCE for the necessary land interest(s) in same in the event the owner(s) fail to accept a bona fide offer to purchase the Permanent Easement and TCE; and

   g. Take whatever further actions deemed appropriate to economically effect the establishment of the Project and appurtenances thereto.

5. That all previous acts and proceedings done or initiated by the City's agents, representatives, or employees for the establishment of the Project, including the negotiation for and/or acquisition of any necessary property rights in the Permanent Easement and TCE are hereby authorized, ratified, approved, confirmed, and validated. This resolution shall take effect immediately from and after its passage.

7. The Mayor is hereby authorized to sign this resolution and the City Secretary to attest thereto on behalf of the City of Leander, Texas.

8. This resolution shall be effective immediately upon adoption.

Section 2: **Open Meetings.** It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551.*

RESOLVED by the City Council of the City of Leander, Texas this 19 day of September, 2024.

ATTEST: **THE CITY OF LEANDER, TEXAS**

_____ _____

Dara Crabtree, City Secretary By: Christine DeLisle, Mayor

APPROVED AS TO FORM:

_____

Paige Saenz, City Attorney

EXHIBIT "A "

(Waterlines Easement)
Elijah D. Harmon Survey, Abstract No. 6

PO Box 90876
Austin, TX 78709
512.537.2384
jward@4wardls.com
www.4wardls.com

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 0.3619 ACRES (15,763 SQUARE FEET) OUT OF THE ELIJAH D. HARMON SURVEY, ABSTRACT NO. 6, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 36.054 ACRE TRACT, CONVEYED TO DEVIDASS MAHENDRU AND SWARAN MAHENDRU IN DOCUMENT NO. 2003078726 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), SAID 0.3619 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2-inch iron rod found in the north right-of-way line of F.M. 2243 (right-of-way varies) being the southwest corner of said Mahendru 36.054 acre tract and being the southeast corner of a called 3.000 acre tract conveyed to Devidass Mahendru in Document No. 2004056322 (O.P.R.W.C.T.), and being the southeast corner and **POINT OF BEGINNING** hereof, from which a Texas Department of Transportation (TxDot) type I concrete monument found in the north line of said F.M. 2243 and being in the south line of said Mahendru 3.00 acre tract bears S64°56'33"W, a distance of 139.13 feet;

THENCE, leaving the north right-of-way line of said F.M. 2243 along the common line of said Mahendru 36.054 acre tract and said Mahendru 3.00 acre tract, **N13°13'42"W**, a distance of **15.33** feet to a calculated point for the northwest corner hereof, being in said common line from which a 1/2-inch iron rod found in said common line bears N13°13'42"W, a distance of 145.82 feet;

THENCE, leaving the east line of said Mahendru 3.00 acre tract over and across said Mahendru 36.054 acre tract the following five (5) courses and distances:

1) **N64°56'33"E**, a distance of **92.61** feet to a calculated point for a non-tangent point of curvature hereof,
2) Along the arc of a curve to the left, whose radius is **1,090.92** feet, whose arc length is **675.17** feet and whose chord bears **N47°11'33"E**, a distance of **664.44** feet to a calculated point for an angle point hereof,
3) **N29°35'38"E**, a distance of **250.66** feet to a calculated point for an angle point hereof,
4) **N20°50'36"W**, a distance of **12.94** feet to a calculated point for an angle point hereof, and
5) **N29°34'48"E**, a distance of **19.46** feet the northeast corner hereof, being in the east line of said Mahendru 36.054 acre tract and being in the west line of Lot 1, Block A, Valps Subdivision, a subdivision recorded in Document No. 2022109540, (O.P.R.W.C.T.), conveyed to Valps LC in Document No. 2021159327 (O.P.R.T.C.T.);

THENCE, along the east line of said Mahendru 36.054 acre tract, in part the west line of Lot 1, Block A in part with the north right-of-way line of said F.M. 2243, **S20°50'36"E**, a distance of **32.40** feet to a 1/2-inch iron rod found for the southeast corner hereof, being in the north right-of-way line of said F.M. 2243 and being the southeast corner of said Mahendru 36.054 acre tract;

THENCE, leaving the west line of said Lot 1 along the north right-of-way line of said F.M. 2243 the following three (3) courses and distances:

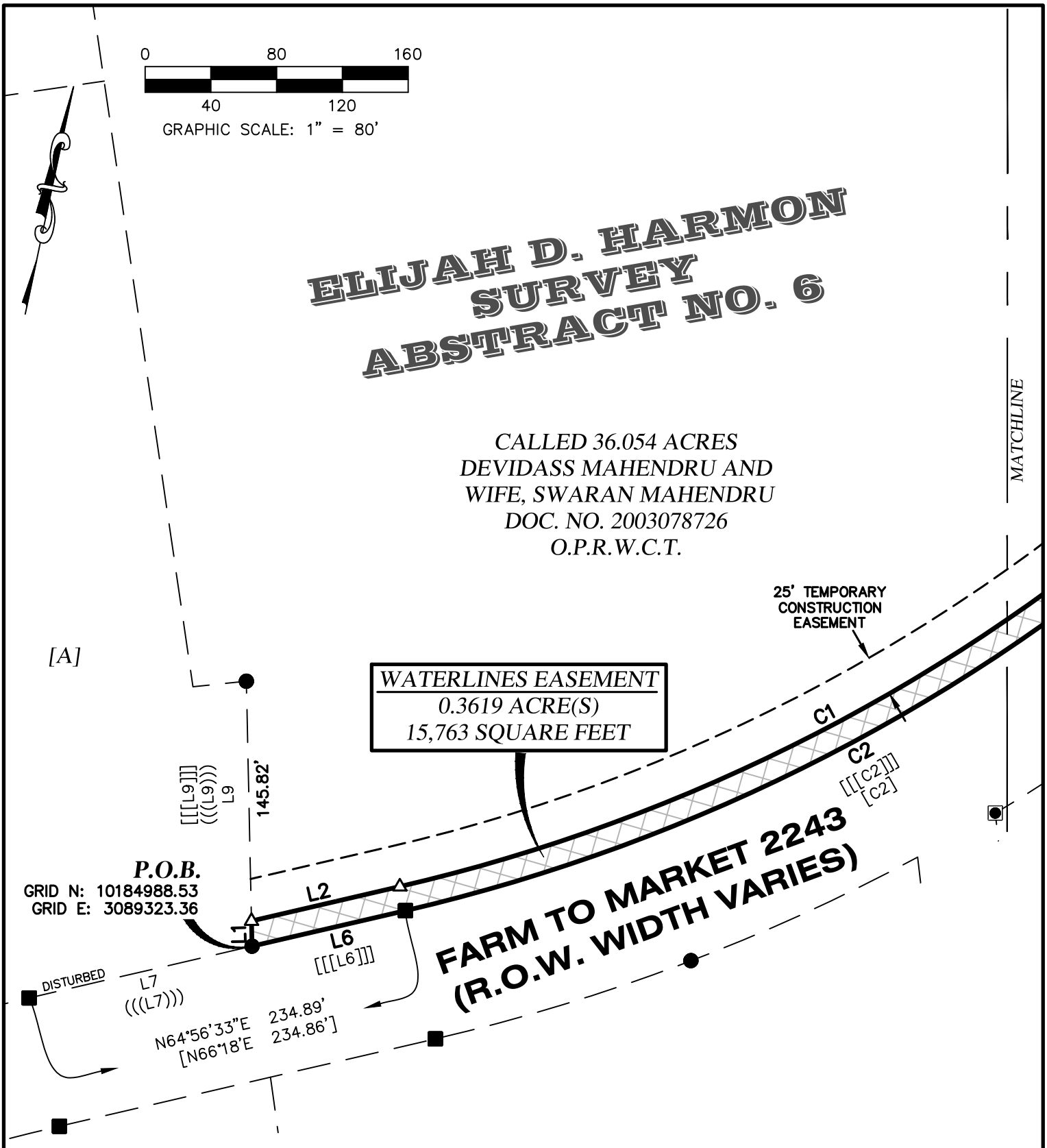
1) **S29°35'38"W**, a distance of **257.70** feet to a TxDot type I concrete monument found for a non-tangent point of curvature hereof,
2) Along the arc of a curve to the right, whose radius is **1,105.92** feet, whose arc length is **684.43** feet and whose chord bears **S47°11'34"W**, a distance of **673.56** feet to a TxDot type I concrete monument found for an angle point hereof, and
3) **S64°56'33"W**, a distance of **95.76** feet to the **POINT OF BEGINNING** hereof, containing 0.3619 Acres (15,763 Square Feet) more or less.

NOTE:

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203), all distances were adjusted to surface using a combined scale factor of 1.000136642699. See attached sketch (reference drawing: 01373_WLE_15_REV.dwg)

3/4/24

Jason Ward, RPLS #5811
4Ward Land Surveying, LLC



0.3619 ACRE
WATERLINES EASEMENT
City of Leander,
Williamson County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
INFO@4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	5/3/2024
Project:	01373
Scale:	1" = 100'
Reviewer:	PRB
Tech:	CC
Field Crew:	JC/AB
Survey Date:	JUNE 2022
Sheet:	1 OF 3

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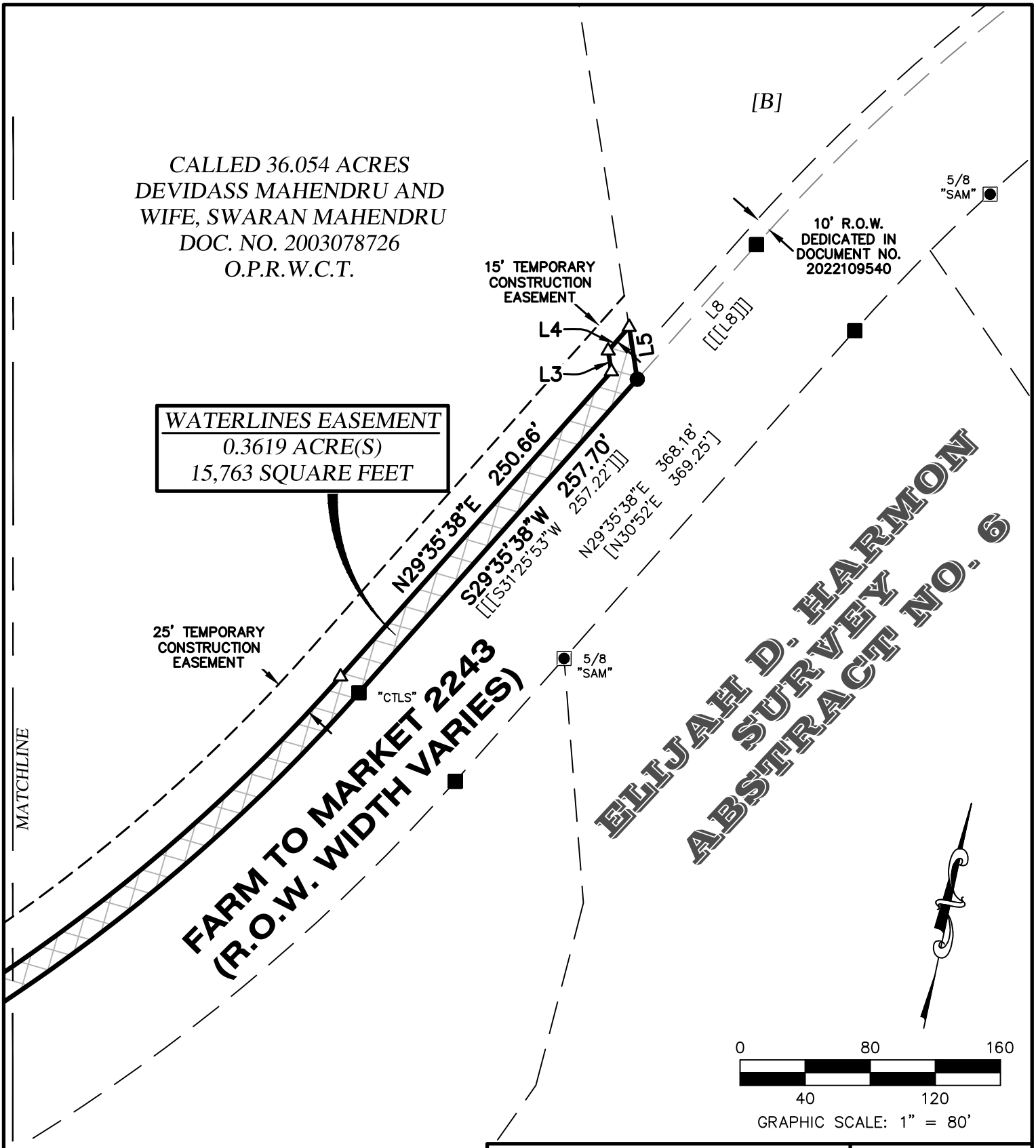

0.3619 ACRE
WATERLINES EASEMENT
City of Leander,
Williamson County, Texas

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INFO@4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	5/3/2024
Project:	01373
Scale:	1" = 80'
Reviewer:	PRB
Tech:	CC
Field Crew:	JC/AB
Survey Date:	JUNE 2022
Sheet:	2 OF 3

P:\01373\Dwg\01373-WLE.DGN REVISED

CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	BEARING	DISTANCE
C1	1,090.92'	675.17'	35°27'37"	N47°11'33"E	664.44'
C2	1,105.92'	684.43'	35°27'34"	S47°11'34"W	673.56'

RECORD CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	BEARING	DISTANCE
[[[C2]]]	1,106.28'	684.55'	35°27'13"	S49°02'46"W	673.68'
[C2]	1,105.92'	683.93'	35°26'00"	S48°35'W	673.08'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N13°13'42"W	15.33'
L2	N64°56'33"E	92.61'
L3	N20°50'36"W	12.94'
L4	N29°34'48"E	19.46'
L5	S20°50'36"E	32.40'
L6	S64°56'33"W	95.76'
L7	S64°56'33"W	139.13'
L8	N29°35'38"E	110.48'
L9	N13°13'42"W	161.14'

RECORD LINE TABLE		
LINE #	DIRECTION	LENGTH
[[[L6]]]	S66°44'W	95.53'
(((L7)))	S66°39'58"W	139.39'
[[[L8]]]	N31°25'53"E	111.25'
(((L9)))	N11°26'00"W	161.18'
[[[L9]]]	N11°26'00"W	161.18'

LEGEND

———	BOUNDARY LINE
— —— —	EXISTING PROPERTY LINES
– – – –	EXISTING EASEMENTS
●	1/2" IRON ROD FOUND (UNLESS NOTED)
■	TXDOT TYPE I CONCRETE MONUMENT FOUND
◉	IRON ROD WITH "BIG SKY 5418" CAP FOUND (UNLESS NOTED)
△	CALCULATED POINT
P.O.B.	POINT OF BEGINNING
VOL./PG.	VOLUME, PAGE
DOC. NO.	DOCUMENT NUMBER
R.O.W.	RIGHT-OF-WAY
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
[.....]	RECORD INFORMATION PER TXDOT RIGHT-OF-WAY MAPS
(((.....)))	RECORD INFORMATION PER DOC. NO. 2004040872
[[[.....]]]	RECORD INFORMATION PER DOC. NO. 2003078726

[A]
CALLED 3.00 ACRES
DEVIDASS MAHENDRU
DOC. NO. 2004056322
O.P.R.W.C.T.

[B]
LOT 1, BLOCK A
VALPS SUBDIVISION
DOC. NO. 2022109540
O.P.R.W.C.T.
OWNER: VALPS LC
DOC. NO. 2021159327
O.P.R.W.C.T.

STATE OF TEXAS
REGISTERED
JASON WARD
5811
PROFESSIONAL
LAND SURVEYOR

3/4/2024

TEMPORARY CONSTRUCTION
EASEMENT AREA= 0.5912 ACRE
25,753 SQ. FT.

NOTES:

1) ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE, (4203), NAD83, ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000136642699.
2) SEE ATTACHED METES AND BOUNDS DESCRIPTION.

0.3619 ACRE
WATERLINES EASEMENT
City of Leander,
Williamson County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
INFO@4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	5/3/2024
Project:	01373
Scale:	1" = 80'
Reviewer:	PRB
Tech:	CC
Field Crew:	JC/AB
Survey Date:	JUNE 2022
Sheet:	3 OF 3

P:\01373\Dwg\01373_WLE.DGN REVISED

EXECUTIVE SUMMARY
9/19/2024

AGENDA SUBJECT:
Discuss and consider action on a Resolution finding public convenience and necessity and authorizing the use of eminent domain to condemn, if necessary, a 10,643 square foot water line easement and a 17,943 square foot temporary construction easement (both as described in Agenda Item 46 and Exhibit "A") from Lot 1, Block A, Valps Subdivision, as conveyed to Valps LC and recorded at Document Number 2021159327 of the official public Records of Williamson County, Texas, for the public use and purpose of construction of a water line.

BACKGROUND:
The City is engaging in efforts to acquire permanent and temporary construction easements for the construction of the Leander 2243 Water Main Project. The deadline for responding to the City's final offer to purchase the easement has expired without the parties reaching an agreement. Therefore, the next step is for the City Council to authorize condemnation of the land.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:
The Resolution must be approved using specific motion language, stated below, and a roll call vote must be taken.

Required Motion Language (Roll Call Vote Needed):
"I move that the City of Leander authorize the use of the power of eminent domain to acquire both a permanent water line easement of 10,643 square feet and a temporary construction easement of 17,943 square feet from property owned by Valps LC and described in Agenda Item 46 for the public use of constructing and operating public water lines and infrastructure improvements."

PRESENTER:
Paige Saenz, City Attorney

Fiscal Impact

Attachments:

1. Resolution Valps - Parcel 18 and Exhibit

A RESOLUTION OF THE CITY OF LEANDER, TEXAS

RESOLUTION NO.

Leander 2243 Water Main Parcel 18 (Valps LC)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEANDER, TEXAS FINDING PUBLIC CONVENIENCE AND NECESSITY AND AUTHORIZING EMINENT DOMAIN PROCEEDINGS IF NECESSARY FOR ACQUISITION OF A PERMANENT WATER LINE EASEMENT OVER A 10,643 SQUARE FOOT PARCEL OF LAND AND A TEMPORARY CONSTRUCTION EASEMENT OVER A 17,943 SQUARE FOOT PARCEL OF LAND, BOTH PARCELS BEING OUT LOT 1, BLOCK A, VALPS SUBDIVISION, A SUBDIVISION RECORDED IN DOCUMENT NO. 2022109540 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), AND CONVEYED TO VALPS LC IN DOCUMENT NO. 2021159327 (O.P.R.W.C.T.), AND ESTABLISHING AN EFFECTIVE DATE; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, in order to promote public health, safety, and welfare, the City of Leander, Texas ("City") hereby finds that public convenience and necessity require acquisition of a permanent water line easement on, over, across, under and through that certain 10,643 square foot parcel of land situated in Williamson County, Texas that is described with particularity in **Exhibit "A,"** attached and incorporated herein by reference as if fully set out, with such 10,643 square foot tract of land referred to hereafter as the "Permanent Easement," for the public purpose and the public use of excavating for, placing, laying, constructing, installing, operating, maintaining, replacing, relocating, upgrading, removing, and repairing underground water mains, water lines, facilities, connections therewith, valves, vents, and all necessary appurtenances thereto (all such uses being referred to hereafter as the "Project") and further for the use of any and all excavated materials from the Permanent Easement for the City's use during the Project; and

WHEREAS, in order to promote public health, safety and welfare, the City hereby also finds that public convenience and necessity require acquisition of a temporary construction easement on, over, across, under and through that certain 25' wide strip of land abutting the Permanent Easement all along to the north and consisting of 17,943 square feet of land, more or less, and with such 25' wide strip being depicted graphically on pages 3-4 of **Exhibit "A"** and referred to hereafter as the "TCE," for the public purpose and the public use of construction access, temporary spoil storage, equipment storage, equipment staging, and any other purpose necessary to effectuate construction of the Project; and further for the use of any and all excavated materials from the TCE for the City's use during the Project; and

WHEREAS, in order to effectuate the Project, it will be necessary and convenient that agents, representatives, or employees of the City lay out the Project and acquire the necessary interests in land for the purpose of construction, reconstruction, operation and maintenance of the Project; and the necessary rights of way upon, over, under and across the Permanent Easement and TCE for the purposes of construction, reconstruction, operation, and maintenance of public water line infrastructure improvements and appurtenances thereto, and for the use of any excavated materials from the Permanent Easement and TCE for use in the Project; and

WHEREAS, it may be necessary to hire engineers, surveyors, appraisers, attorneys, title companies, architects, or other persons or companies to effect the laying out, establishment, and acquisition of the Permanent Easement and TCE and for construction of the Project; and

WHEREAS, in order to acquire the Permanent Easement and TCE it will be or has been necessary for the City's agents, representatives, or employees to enter upon the Permanent Easement and TCE for the purpose of surveying and establishing said land titles and to determine adequate compensation for said land, to conduct tests, and to negotiate with the owners thereof for the purchase of the land titles and easements; and,

WHEREAS, it was necessary to set out procedures for the establishment and approval of just compensation for each of the parcels to be acquired for the Project;

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

Section 1: <u>Public Convenience and Necessity</u>.

1. That in order to promote the public health, safety, and welfare, public convenience and necessity requires the acquisition of a permanent water line easement over, across, under and through that certain 10,634 square foot tract of land, more or less, situated in Williamson County, Texas, being more specifically described by metes and bounds and accompanying sketch in **Exhibit "A,"** for the public purpose and the public use of excavating for, placing, laying, constructing, installing, operating, maintaining, replacing, relocating, upgrading, removing, and repairing underground water mains, water lines, facilities, connections therewith, valves, vents, and all necessary appurtenances thereto.

2. That in order to promote the public health, safety, and welfare, public convenience and necessity requires the acquisition of a temporary construction easement over, across, under and through that certain 25' wide strip of land abutting the Permanent Easement all along to the north and containing 17,943 square feet of land, more or less, with such 25' wide strip of land being graphically described by sketch on pages 3-4 of **Exhibit "A"** and labeled therein as "25' TEMPORARY CONSTRUCTION EASEMENT," for the public purpose and the public use of construction access, temporary spoil storage, equipment storage, equipment staging, and any other use necessary to effectuate construction of the Project.

3. That in order to promote the public health, safety, and welfare, public convenience and necessity further requires the City's acquisition and use of any and all earthen materials that may be excavated from the Permanent Easement and/or the TCE for any purposes related to the Project.

4. That the City's agents, representatives, or employees are hereby authorized to:

   a. Lay out the exact location of the land area needed from the Permanent Easement, TCE, or other properties;

   b. Hire such engineers, surveyors, appraisers, title companies, architects, and other persons or companies needed to effect the laying out of the facilities, the establishment and acquisition of the required right of way, and the construction of the public utility infrastructure improvements and appurtenances;

   c. Enter upon any property necessary for the purpose of surveying and establishing the title, to determine adequate compensation for the right of way, and to conduct tests;

   d. Negotiate with the owners of any such properties for the purchase thereof;

   e. To purchase any necessary easements and right of way on, over, under and across the Permanent Easement and TCE and to execute all documents necessary to acquire such rights of way, all subject to express approval of the specific, negotiated terms by the City Council;

   f. Initiate eminent domain proceedings against the owner(s) of the Permanent Easement and TCE for the necessary land interest(s) in same in the event the owner(s) fail to accept a bona fide offer to purchase the Permanent Easement and TCE; and

   g. Take whatever further actions deemed appropriate to economically effect the establishment of the Project and appurtenances thereto.

5. That all previous acts and proceedings done or initiated by the City's agents, representatives, or employees for the establishment of the Project, including the negotiation for and/or acquisition of any necessary property rights in the Permanent Easement and TCE are hereby authorized, ratified, approved, confirmed, and validated. This resolution shall take effect immediately from and after its passage.

7. The Mayor is hereby authorized to sign this resolution and the City Secretary to attest thereto on behalf of the City of Leander, Texas.

8. This resolution shall be effective immediately upon adoption.

Section 2: **Open Meetings.** It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551.*

RESOLVED by the City Council of the City of Leander, Texas this 19 day of September, 2024.

ATTEST:

_____
Dara Crabtree, City Secretary

THE CITY OF LEANDER, TEXAS

_____
By: Christine DeLisle, Mayor

APPROVED AS TO FORM:

_____
Paige Saenz, City Attorney

EXHIBIT "A "

(Waterlines Easement)
Lot 1, Block A, Valps Subdivision

PO Box 90876
Austin, TX 78709
512.537.2384
jward@4wardls.com
www.4wardls.com

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 0.2441 ACRES (10,634 SQUARE FEET) OUT OF THE ELIJAH D. HARMON SURVEY, ABSTRACT NO. 6, IN WILLIAMSON COUNTY, TEXAS, BEING OUT OF LOT 1, BLOCK A, VALPS SUBDIVISION, A SUBDIVISION RECORDED IN DOCUMENT NO. 2022109540 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), CONVEYED TO VALPS LC IN DOCUMENT NO. 2021159327 (O.P.R.W.C.T.), SAID 0.2441 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a calculated point in the west line of said Lot 1, being in the east line of a called 36.054 acre tract conveyed to Devidass Mahendru and Swaran Mahendru in Document No. 2003078726 (O.P.R.W.C.T.), and being in the north right-of-way line of F.M. 2243 (right-of-way varies) and being the southwest corner and **POINT OF BEGINNING** hereof, from which a 1/2-inch iron rod found for an angle point in the north right-of-way line of said F.M. 2243 and being the southeast corner of said Mahendru tract bears S20°50'36"E, a distance of 12.97 feet;

THENCE, along the common line of said Lot 1 and said Mahendru tract, **N20°50'36"W**, a distance of **19.46** feet to a calculated point for an angle point hereof;

THENCE, leaving the east line of said Mahendru tract over and across said Lot 1 the following five (5) courses and distances:

1) **N29°35'38"E**, a distance of **89.82** feet to a calculated point for a point of curvature hereof,
2) Along the arc of a curve to the right, whose radius is **1,210.92** feet, whose arc length is **570.78** feet and whose chord bears **N43°06'35"E**, a distance of **565.51** feet to a calculated point for an angle point hereof,
3) **N14°05'41"E**, a distance of **31.90** feet to a calculated point for an angle point hereof,
4) **N28°30'04"W**, a distance of **2.24** feet to a calculated point for an angle point hereof,
5) **N58°20'20"E**, a distance of **15.02** feet to a calculated point for the northeast corner hereof, being in the east line of said Lot 1 and the west right-of-way line of Ronald Reagan Boulevard (right-of-way varies) from which a cotton gin spindle found in said Ronald Reagan Boulevard west right-of-way line bears N28°30'04"W, a distance of 47.49 feet;

THENCE, along the east line of said Lot 1 and the west right-of-way line of said Ronald Reagan Boulevard **S28°30'04"E**, a distance of **8.92** feet to a 1/2-inch iron rod found for the southeast corner hereof, being the beginning of a transition from the west right-of-way line of said Ronald Reagan Boulevard to the north right-of-way line of said F.M. 2243;

THENCE, leaving the west line of said Ronald Reagan Boulevard along said transition **S14°05'41"W**, a distance of **43.56** feet to a calculated point for an angle point hereof, from which a 1/2-inch iron rod with "SAM" cap found in the north right-of-way line of said F.M. 2243 bears S14°05'41"W, a distance of 14.79 feet;

THENCE, leaving said transition, over and across said Lot 1 the following two (2) courses and distances:

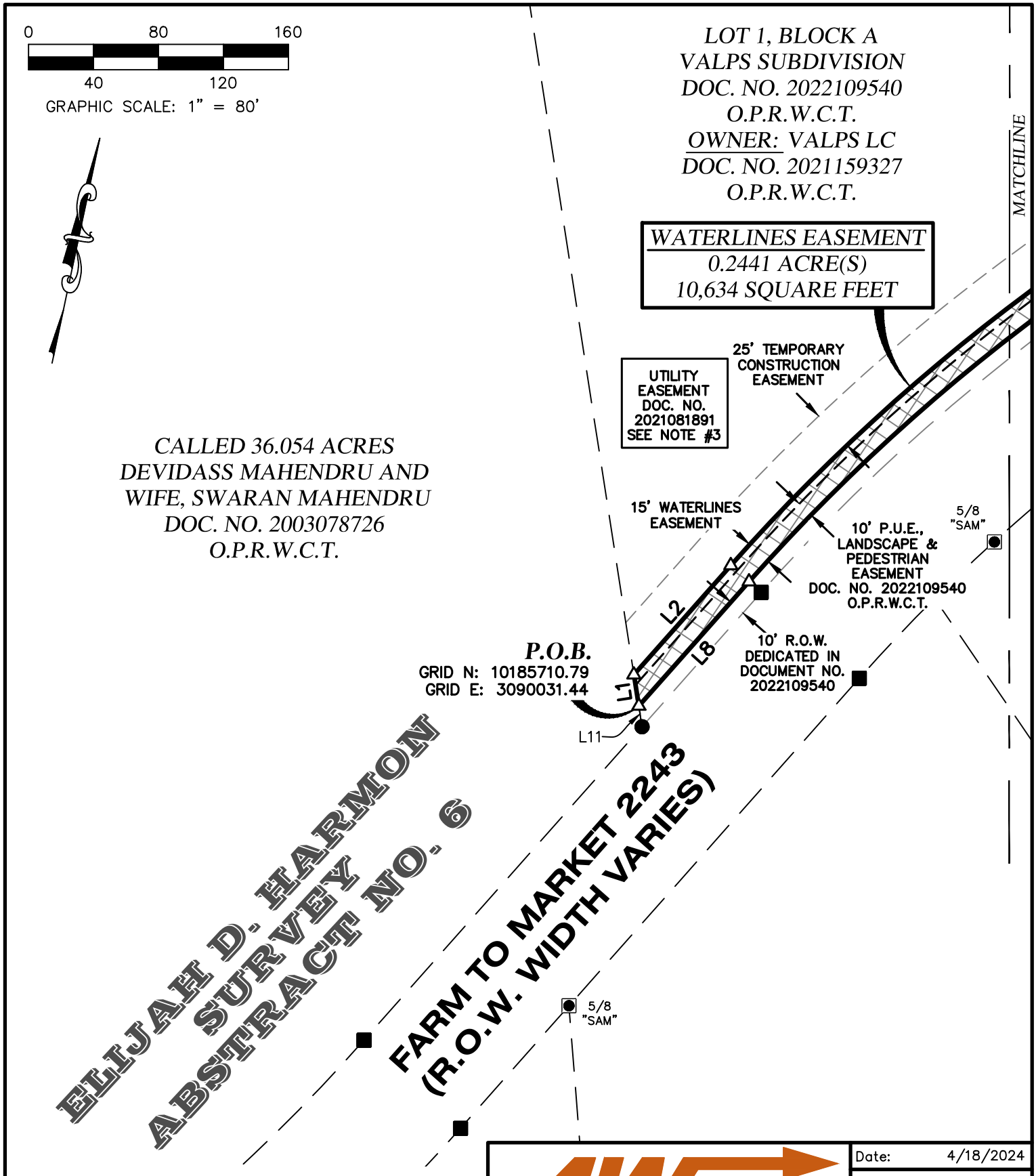
1) Along the arc of a curve to the left, whose radius is **1,195.92** feet, whose arc length is **569.56** feet and whose chord bears **S43°14'50"W**, a distance of **564.19** feet to a calculated point for an angle point hereof, and
2) **S29°35'38"W**, a distance of **102.21** feet to the **POINT OF BEGINNING** hereof, containing 0.2441 Acres (10,634 Square Feet) more or less.

NOTE:

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203), all distances were adjusted to surface using a combined scale factor of 1.000136642699. See attached sketch (reference drawing: 01373_WLE_16_REV_2.dwg)

1/24/24

Jason Ward, RPLS #5811
4Ward Land Surveying, LLC

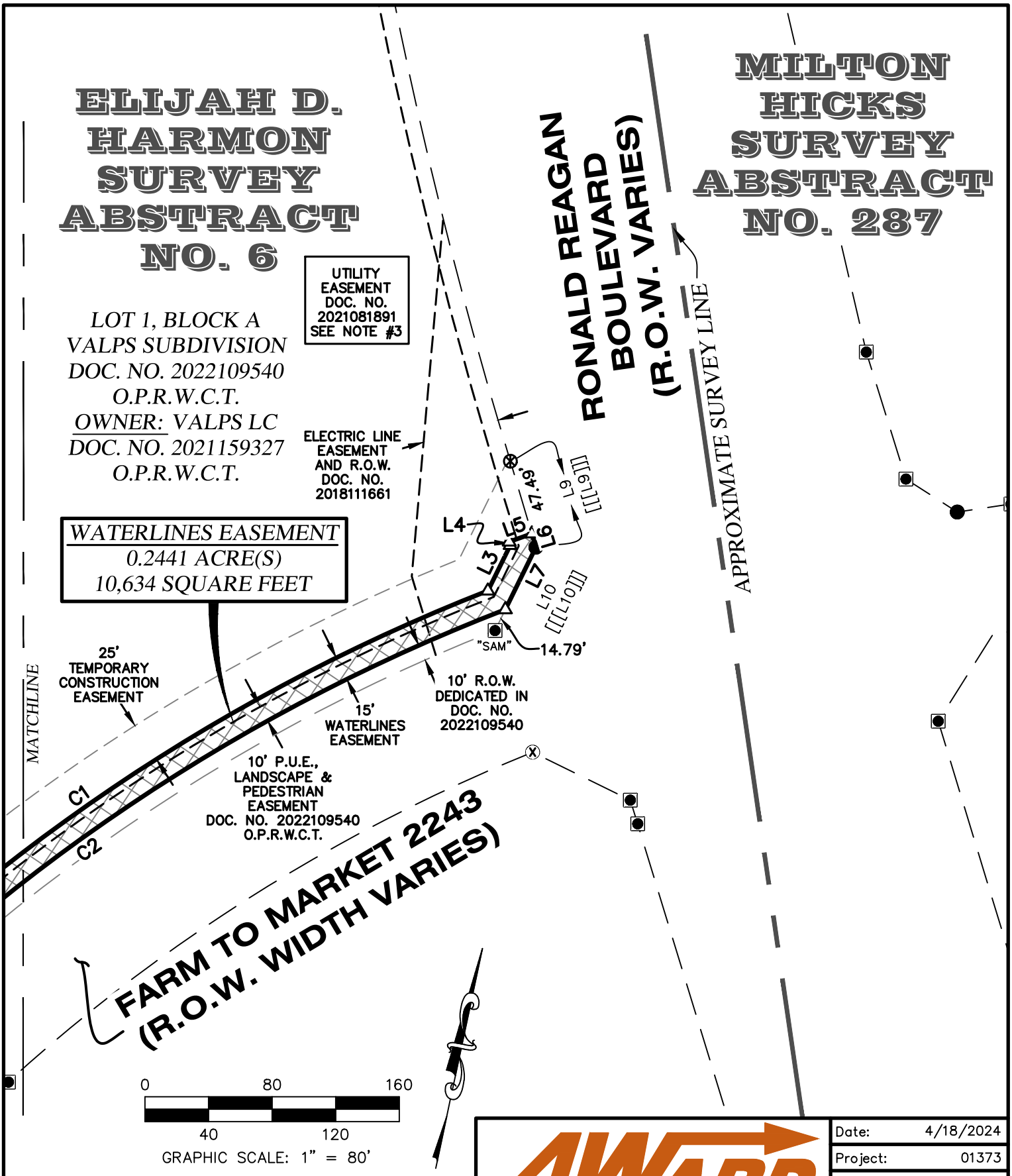


0.2441 ACRE WATERLINES EASEMENT
City of Leander, Williamson County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
INFO@4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	4/18/2024
Project:	01373
Scale:	1" = 80'
Reviewer:	PRB
Tech:	CC
Field Crew:	JC/AB
Survey Date:	JUNE 2022
Sheet:	1 OF 3

P:\01373\Dwg\01373-WLE-SURVEY.dwg



0.2441 ACRE WATERLINES EASEMENT City of Leander, Williamson County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
INFO@4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	4/18/2024
Project:	01373
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Tech:	CC
Field Crew:	JC/AB
Survey Date:	JUNE 2022
Sheet:	2 OF 3

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CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	BEARING	DISTANCE
C1	1,210.92'	570.78'	27°00'24"	N43°06'35"E	565.51'
C2	1,195.92'	569.56'	27°17'14"	S43°14'50"W	564.19'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N20°50'36"W	19.46'
L2	N29°35'38"E	89.82'
L3	N14°05'41"E	31.90'
L4	N28°30'04"W	2.24'
L5	N58°20'20"E	15.02'
L6	S28°30'04"E	8.92'
L7	S14°05'41"W	43.56'
L8	S29°35'38"W	102.21'
L9	N28°30'04"W	56.41'
L10	S14°05'41"W	58.35'
L11	S20°50'36"E	12.97'

RECORD LINE TABLE		
LINE #	DIRECTION	LENGTH
[[[L10]]]	S15°58'57"W	58.31'
[[[L9]]]	S27°13'22"W	56.24'

LEGEND

———	BOUNDARY LINE
— ——— —	EXISTING PROPERTY LINES
– – – – –	EXISTING EASEMENTS
●	1/2" IRON ROD FOUND (UNLESS NOTED)
■	TXDOT TYPE I CONCRETE MONUMENT FOUND
◉	IRON ROD WITH "DIAMOND" CAP FOUND (UNLESS NOTED)
⊗	COTTON SPINDLE FOUND
Ⓧ	CHISELED "X" FOUND IN CONCRETE
△	CALCULATED POINT
P.O.B.	POINT OF BEGINNING
VOL./PG.	VOLUME, PAGE
DOC. NO.	DOCUMENT NUMBER
R.O.W.	RIGHT-OF-WAY
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
[[[.....]]]	RECORD INFORMATION PER DOC. NO. 2003078726

EASEMENT AREA CONTAINED WITHIN EXISTING 10' PUBLIC UTILITY, LANDSCAPE AND PEDESTRIAN EASEMENT = 0.1640 ACRE
7,145 SQ. FT.

TEMPORARY CONSTRUCTION EASEMENT AREA = 0.4119 ACRE
17,943 SQ. FT.

STATE OF TEXAS
REGISTERED
JASON WARD
5811
PROFESSIONAL
LAND SURVEYOR

1/30/2024

NOTES:

1) ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE, (4203), NAD83, ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000136642699.
2) SEE ATTACHED METES AND BOUNDS DESCRIPTION.
3) UTILITY EASEMENT DOC. NO. 2021081891. THE DOCUMENT ONLY REFERENCES A ROUGH SITE PLAN/DEPICTION OF THE EASEMENT AREA. NO METES AND BOUNDS DESCRIPTION DEFINING THE LIMITS OF THE EASEMENT AREA WERE FILED WITH THE DOCUMENT. SURVEYOR IS UNABLE TO ACCURATELY PLOT THE LOCATION OF THE LIMITS OF THE EASEMENT AREA.

0.2460 ACRE
WATERLINES EASEMENT
City of Leander,
Williamson County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
INFO@4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	4/18/2024
Project:	01373
Scale:	1" = 80'
Reviewer:	PRB
Tech:	CC
Field Crew:	JC/AB
Survey Date:	JUNE 2022
Sheet:	3 OF 3

P:\01373\Dwg\01373-METES BOUNDS.dwg

EXECUTIVE SUMMARY
9/19/2024

AGENDA SUBJECT:
Discuss and consider action on a Resolution finding public convenience and necessity and authorizing the use of eminent domain to condemn, if necessary, an 8,846 square foot water line easement and a 13,541 square foot temporary construction easement (both as described in Agenda Item 47 and Exhibit "A") from that certain 27.376 acre tract conveyed to 8748 Presidential Holdings, LLC and recorded at Document Number 2021055844 of the official public records of Williamson County, Texas, for the public use and purpose of construction of a water line.

BACKGROUND:
The City is engaging in efforts to acquire permanent and temporary construction easements for the construction of the Leander 2243 Water Main Project. The deadline for responding to the City's final offer to purchase the easement has expired without the parties reaching an agreement. Therefore, the next step is for the City Council to authorize condemnation of the land.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:
The Resolution must be approved using specific motion language, stated below, and a roll call vote must be taken.

Required Motion Language (Roll Call Vote Needed):
"I move that the City of Leander authorize the use of the power of eminent domain to acquire both a permanent water line easement of 8,846 square feet and a temporary construction easement of 13,541 square feet from property owned by 8748 Presidential Holdings, LLC and described in Agenda Item 47 for the public use of constructing and operating public water lines and infrastructure improvements."

PRESENTER:
Paige Saenz, City Attorney

Fiscal Impact

Attachments:
1. Resolution 8748 Pres Hold - Parcel 12A with Exhibit A

A RESOLUTION OF THE CITY OF LEANDER, TEXAS

RESOLUTION NO.

Leander 2243 Water Main Parcel 12A (8748 Presidential Holdings, LLC)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEANDER TEXAS FINDING PUBLIC CONVENIENCE AND NECESSITY AND AUTHORIZING EMINENT DOMAIN PROCEEDINGS IF NECESSARY FOR ACQUISITION OF A PERMANENT WATER LINE EASEMENT OVER A 8,846 SQUARE FOOT PARCEL OF LAND AND A TEMPORARY CONSTRUCTION EASEMENT IN TWO PARCELS BOTH TOTALING 13,541 SQUARE FEET, ALL THREE (3) PARCELS BEING A PORTION OF A CALLED 27.376 ACRE TRACT OF LAND CONVEYED TO 8748 PRESIDENTIAL HOLDINGS, LLC IN DOCUMENT NO. 2021055844 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), AND ESTABLISHING AN EFFECTIVE DATE; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, in order to promote public health, safety, and welfare, the City of Leander, Texas ("City") hereby finds that public convenience and necessity require acquisition of a permanent water line easement on, over, across, under and through that certain 8,846 square foot parcel of land situated in Williamson County, Texas that is described with particularity in **Exhibit "A,"** attached and incorporated herein by reference as if fully set out, and referred to hereafter as the "Permanent Easement," for the public purpose and the public use of excavating for, placing, laying, constructing, installing, operating, maintaining, replacing, relocating, upgrading, removing, and repairing underground water mains, water lines, facilities, connections therewith, valves, vents, and all necessary appurtenances thereto (all such uses being referred to hereafter as the "Project") and further for the use of any and all excavated materials from the Permanent Easement for the City's use during the Project; and

WHEREAS, in order to promote public health, safety and welfare, the City hereby also finds that public convenience and necessity require acquisition of a temporary construction easement on, over, across, under and through those two (2) certain parcels of land totaling 13,541 square feet, with the first parcel being a 10' wide strip of land abutting the Permanent Easement all along to the north and the second parcel being all that land between the southern boundary of the Permanent Easement and the right-of-way for RM 2243, with the two parcels being graphically depicted on pages 3 and 4 of **Exhibit "A"** and labeled therein as "10' TEMPORARY CONSTRUCTION EASEMENT" and "VARIABLE WIDTH TEMPORARY CONSTRUCTION EASEMENT," respectively, and with both such parcels being jointly referred to hereafter as the "TCE," for the public purpose and the public use of construction access, temporary spoil storage,

equipment storage, equipment staging, and any other purpose necessary to effectuate construction of the Project; and further for the use of any and all excavated materials from the TCE for the City's use during the Project; and

WHEREAS, in order to effectuate the Project, it will be necessary and convenient that agents, representatives, or employees of the City lay out the Project and acquire the necessary interests in land for the purpose of construction, reconstruction, operation and maintenance of the Project; and the necessary rights of way upon, over, under and across the Permanent Easement and TCE for the purposes of construction, reconstruction, operation, and maintenance of public water line infrastructure improvements and appurtenances thereto, and for the use of any excavated materials from the Permanent Easement and TCE for use in the Project; and

WHEREAS, it may be necessary to hire engineers, surveyors, appraisers, attorneys, title companies, architects, or other persons or companies to effect the laying out, establishment, and acquisition of the Permanent Easement and TCE and for construction of the Project; and

WHEREAS, in order to acquire the Permanent Easement and TCE it will be or has been necessary for the City's agents, representatives, or employees to enter upon the Permanent Easement and TCE for the purpose of surveying and establishing said land titles and to determine adequate compensation for said land, to conduct tests, and to negotiate with the owners thereof for the purchase of the land titles and easements; and,

WHEREAS, it was necessary to set out procedures for the establishment and approval of just compensation for each of the parcels to be acquired for the Project;

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

Section 1: <u>Public Convenience and Necessity</u>.

1. That in order to promote the public health, safety, and welfare, public convenience and necessity requires the acquisition of a permanent water line easement over, across, under and through that certain 8,846 square foot tract of land, more or less, situated in Williamson County, Texas, being more specifically described by metes and bounds and accompanying sketch in **Exhibit "A,"** for the public purpose and the public use of excavating for, placing, laying, constructing, installing, operating, maintaining, replacing, relocating, upgrading, removing, and repairing underground water mains, water lines, facilities, connections therewith, valves, vents, and all necessary appurtenances thereto.

2. That in order to promote the public health, safety, and welfare, public convenience and necessity requires the acquisition of a temporary construction easement over, across, under and through those two (2) certain parcels of land totaling 13,541 square feet, with the first parcel being a 10' wide strip of land abutting the Permanent Easement all along to the north and the second parcel being all that land between the southern boundary of the Permanent Easement and the right-of-way

for RM 2243, with the two parcels being graphically depicted on pages 3 and 4 of **Exhibit "A"** and labeled therein as "10' TEMPORARY CONSTRUCTION EASEMENT" and "VARIABLE WIDTH TEMPORARY CONSTRUCTION EASEMENT," respectively, both being for the public purpose and the public use of construction access, temporary spoil storage, equipment storage, equipment staging, and any other use necessary to effectuate construction of the Project.

3. That in order to promote the public health, safety, and welfare, public convenience and necessity further requires the City's acquisition and use of any and all earthen materials that may be excavated from the Permanent Easement and/or the TCE for any purposes related to the Project.

4. That the City's agents, representatives, or employees are hereby authorized to:

   a. Lay out the exact location of the land area needed from the Permanent Easement, TCE, or other properties;

   b. Hire such engineers, surveyors, appraisers, title companies, architects, and other persons or companies needed to effect the laying out of the facilities, the establishment and acquisition of the required right of way, and the construction of the public utility infrastructure improvements and appurtenances;

   c. Enter upon any property necessary for the purpose of surveying and establishing the title, to determine adequate compensation for the right of way, and to conduct tests;

   d. Negotiate with the owners of any such properties for the purchase thereof;

   e. To purchase any necessary easements and right of way on, over, under and across the Permanent Easement and TCE and to execute all documents necessary to acquire such rights of way, all subject to express approval of the specific, negotiated terms by the City Council;

   f. Initiate eminent domain proceedings against the owner(s) of the Permanent Easement and TCE for the necessary land interest(s) in same in the event the owner(s) fail to accept a bona fide offer to purchase the Permanent Easement and TCE; and

   g. Take whatever further actions deemed appropriate to economically effect the establishment of the Project and appurtenances thereto.

5. That all previous acts and proceedings done or initiated by the City's agents, representatives, or employees for the establishment of the Project, including the negotiation for and/or acquisition of any necessary property rights in the Permanent

Easement and TCE are hereby authorized, ratified, approved, confirmed, and validated. This resolution shall take effect immediately from and after its passage.

6. The Mayor is hereby authorized to sign this resolution and the City Secretary to attest thereto on behalf of the City of Leander, Texas.

7. This resolution shall be effective immediately upon adoption.

Section 2: **Open Meetings.** It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapt. 551.

RESOLVED by the City Council of the City of Leander, Texas this 19 day of September, 2024.

THE CITY OF LEANDER, TEXAS **ATTEST**:

By: _____ Christine DeLisle, Mayor

_____ Dara Crabtree, City Secretary

APPROVED AS TO FORM:

_____
Paige Saenz, City Attorney

EXHIBIT "A "

(Waterlines Easement)
Elijah D. Harmon Survey, Abstract No. 6

PO Box 90876
Austin, TX 78709
512.537.2384
jward@4wardls.com
www.4wardls.com

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 0.2031 ACRES (8,846 SQUARE FEET) OUT OF THE ELIJAH D. HARMON SURVEY, ABSTRACT NO. 6, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 27.376 ACRE TRACT, CONVEYED TO 8748 PRESIDENTIAL HOLDINGS, LLC IN DOCUMENT NO. 2021055844 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), SAID 0.2031 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a calculated point in the east line of said 8748 Presidential Holdings tract, being in the west line of a called 12.619 acre tract conveyed to TBS Property CO 23, LLC in Document No. 2022136715 (O.P.R.W.C.T.) for the southeast corner and **POINT OF BEGINNING** hereof, from which a 1/2-inch iron rod with "Diamond" cap found in the north right-of-way line of said F.M. 2243 and being the common south corner of said 8748 Presidential Holdings tract and said TBS Property CO 23 tract bears, S21°13'25"E, a distance of 10.54 feet;

THENCE, leaving the west line of said TBS Property CO 23 tract, over and across said 8748 Presidential Holdings tract the following three (3) courses and distances:

1) **S69°00'14"W**, a distance of **5.79** feet to a calculated point for an angle point hereof,
2) **S86°08'18"W**, a distance of **438.06** feet to a calculated point for an angle point hereof, and
3) **N85°58'47"W**, a distance of **145.61** feet to a calculated point for the southwest corner hereof being in the west line of said 8748 Presidential Holdings tract and the east line of a called 10.049 acre tract conveyed to Hill County Fellowship in Document No. 2002024937 (O.P.R.T.C.T.);

THENCE, along the common line of said 8748 Presidential Holdings tract and said Hill Country Fellowship tract, **N21°39'25"W**, a distance of **16.64** feet to a calculated point for the northwest corner hereof, from which a 1/2-inch iron pipe found bears, N21°39'25"W, a distance of 922.23 feet;

THENCE, leaving the east line of said Hill Country Fellowship tract, over and across said 8748 Presidential Holdings tract the following three (3) courses and distances:

1) **S85°58'47"E**, a distance of **151.79** feet to a calculated point for an angle point hereof,
2) **N86°08'18"E**, a distance of **434.76** feet to a calculated point for an angle point hereof, and
3) **N69°00'14"E**, a distance of **3.47** feet to a calculated point in the common line of said 8748 Presidential Holdings tract and said TBS Property CO 23 tract for the northeast corner hereof;

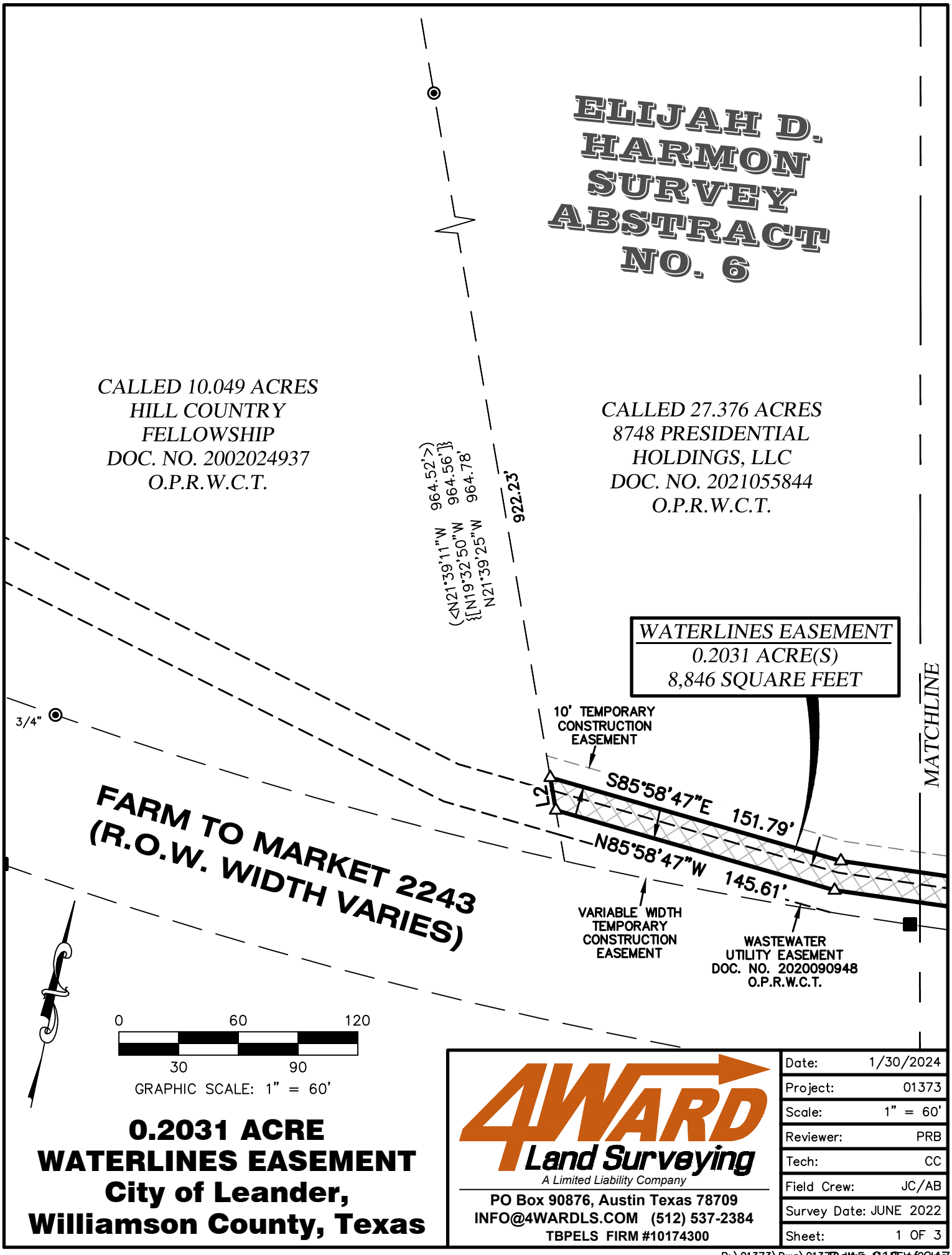
THENCE, along the common line of said 8748 Presidential Holdings tract and said TBS Property CO 23 tract, **S21°13'25"E**, a distance of **15.00** feet to the **POINT OF BEGINNING** hereof, containing 0.2031 Acres (8,846 Square Feet) more or less.

NOTE:

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203), all distances were adjusted to surface using a combined scale factor of 1.000136642699. See attached sketch (reference drawing: 01373_WLE_11_REV_2.dwg)

1/26/24

Jason Ward, RPLS #5811
4Ward Land Surveying, LLC

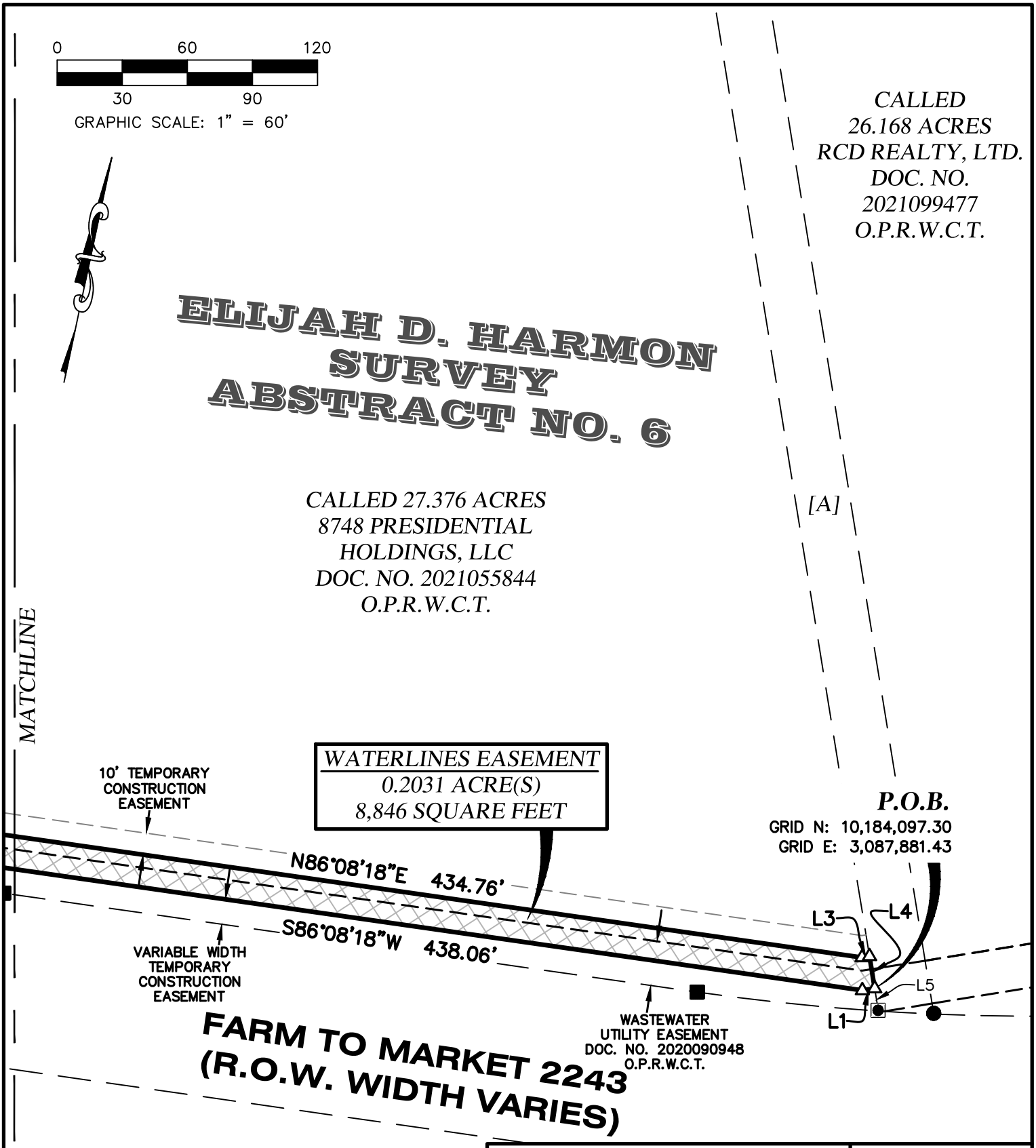


0.2031 ACRE WATERLINES EASEMENT
City of Leander, Williamson County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
INFO@4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	1/30/2024
Project:	01373
Scale:	1" = 60'
Reviewer:	PRB
Tech:	CC
Field Crew:	JC/AB
Survey Date:	JUNE 2022
Sheet:	1 OF 3

P:\01373\Dwg\01373-WE_SURVEY.dwg



0.2031 ACRE
WATERLINES EASEMENT
City of Leander,
Williamson County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
INFO@4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

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Field Crew:	JC/AB
Survey Date:	JUNE 2022
Sheet:	2 OF 3

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LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S69°00'14"W	5.79'
L2	N21°39'25"W	16.64'
L3	N69°00'14"E	3.47'
L4	S21°13'25"E	15.00'
L5	S21°13'25"E	10.54'

[A]
TBS PROPERTY CO 23, LLC
CALLED 12.619 ACRES
DOC. NO. 2022136715
O.P.R.W.C.T.

EASEMENT AREA CONTAINED
WITHIN EXISTING WASTEWATER
UTILITY EASEMENT = 0.1218 ACRE
5,307 SQ. FT.

TEMPORARY CONSTRUCTION
EASEMENT AREA = 0.3109 ACRE
13,541 SQ. FT.

LEGEND

———	EASEMENT LINE
— ——— —	EXISTING PROPERTY LINES
– – – – –	EXISTING EASEMENTS
●	1/2" IRON ROD FOUND (UNLESS NOTED)
■	TXDOT TYPE I CONCRETE MONUMENT FOUND
◉	IRON ROD WITH "DIAMOND" CAP FOUND (UNLESS NOTED)
⦿	1/2" IRON PIPE FOUND (UNLESS NOTED)
△	CALCULATED POINT
P.O.B.	POINT OF BEGINNING
VOL./PG.	VOLUME, PAGE
DOC. NO.	DOCUMENT NUMBER
R.O.W.	RIGHT-OF-WAY
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
(<.....>)	RECORD INFORMATION PER DOC. NO. 2021055844
{[.....]}	RECORD INFORMATION PER DOC. NO. 2002024937

1/29/2024

STATE OF TEXAS
REGISTERED
JASON WARD
5811
PROFESSIONAL
LAND SURVEYOR

NOTES:

1) ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE, (4203), NAD83, ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000136642699.
2) SEE ATTACHED METES AND BOUNDS DESCRIPTION.

0.2031 ACRE
WATERLINES EASEMENT
City of Leander,
Williamson County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
INFO@4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	1/30/2024
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Sheet:	3 OF 3

P:\01373\Dwg\01373-WE_SURVEY.dwg

EXECUTIVE SUMMARY
9/19/2024

AGENDA SUBJECT:
Discuss and consider action on submitting a nomination for Travis Central Appraisal District Board of Directors.

BACKGROUND:
Senate Bill 2 from the fourth special session of the 88th Texas Legislature changed the composition and appointment method of the Board of Directors for the Travis Central Appraisal District. The terms of all currently appointed members of the Board of Directors will expire at the end of this year. Accordingly, the election of 5 members to the Board must be conducted this fall to select the individuals who will serve in this capacity for terms beginning January 1, 2025. Two members will be appointed to serve a one-year term beginning January 1, 2025 and ending December 31, 2025. Three members will be appointed to serve a three-year term beginning January 1, 2025 and ending December 31, 2027.

Nominations must be submitted no later than October 14, 2024. To be eligible to serve on the Board of Directors, an individual must be a resident of Travis County and must have resided in the District for at least two years immediately preceding the date he or she takes office. An elected official may be a member of the Board; however, an employee of a taxing entity may not be a member unless they are also an elected official.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:
No action is required unless the City Council desires to nominate a candidate to the Travis Central Appraisl District Board of Directors.

PRESENTER:
Robert Powers, Executive Director of Finance

Fiscal Impact

N/A

Attachments:

1. 6F_City of Leander Nomination Notice_20240906
2. TCAD Board of Directors

TRAVIS CENTRAL APPRAISAL DISTRICT

BOARD OFFICERS
JAMES VALADEZ
CHAIRPERSON
DEBORAH CARTWRIGHT
VICE CHAIRPERSON
NICOLE CONLEY
SECRETARY/TREASURER

LEANA MANN
CHIEF APPRAISER

BOARD MEMBERS
TOM BUCKLE
DR. OSEZUA EHIYAMEN
BRUCE ELFANT
JETT HANNA
VIVEK KULKARNI
DICK LAVINE
JIE LI
ELIZABETH MONTOYA
SHENGHAO "DANIEL" WANG
BLANCA ZAMORA-GARCIA

CITY OF LEANDER
THE HONORABLE CHRISTINE DELISLE, MAYOR
PO BOX 319
LEANDER, TX 78646

September 6, 2024

Senate Bill 2 from the fourth special session of the 88th Texas Legislature changed the composition and appointment method of the Board of Directors for the Travis Central Appraisal District. The terms of all currently appointed members of the Board of Directors will expire at the end of this year. Accordingly, the election of 5 members to the Board must be conducted this fall to select the individuals who will serve in this capacity for terms beginning January 1, 2025. Two members will be appointed to serve a one-year term beginning January 1, 2025 and ending December 31, 2025. Three members will be appointed to serve a three-year term beginning January 1, 2025 and ending December 31, 2027.

	Term Length	Term Beginning	Term ending
Board of Directors, Appointed Place 1	3 Years	January 1, 2025	December 31, 2027
Board of Directors, Appointed Place 2	3 Years	January 1, 2025	December 31, 2027
Board of Directors, Appointed Place 3	3 Years	January 1, 2025	December 31, 2027
Board of Directors, Appointed Place 4	1 Year	January 1, 2025	December 31, 2025
Board of Directors, Appointed Place 5	1 Year	January 1, 2025	December 31, 2025

To be eligible to serve on the Board of Directors, an individual must be a resident of Travis County and must have resided in the District for at least two years immediately preceding the date he or she takes office. An elected official may be a member of the Board; however, an employee of a taxing entity may not be a member unless they are also an elected official.

A complete list of entities entitled to nominate and vote on members of the Board of Directors, along with their voting entitlement, is enclosed. Should you desire to make a nomination to the Board, you must deliver the name of the nominee to the Chief Appraiser in the form of a resolution on or before October 14, 2024.

Before October 30, 2024, the Chief Appraiser will prepare a ballot listing all the candidates nominated and deliver a copy to the presiding officer of the governing body of each taxing entity entitled to vote. The ballot must be returned to the Chief Appraiser by December 14, 2023. Your entity is entitled to **10** votes that can be split among any of the nominees on the ballot.

Before December 31, 2024, the Chief Appraiser will count the votes submitted by each entity, declare the results, and submit the results to the governing bodies of each entity, as well as to each of the nominated candidates. According to the Property Tax Code, any ties will be resolved by a method of chance by the Chief Appraiser.

If you desire to submit a nomination, please do so by October 14, 2024 in the form of a resolution. Each taxing entity may make up to five (5) nominations. Please submit resolutions and biographies for the nominees to the following address:

Leana Mann
Travis Central Appraisal District
P.O. Box 149012
Austin, TX 78714-9012

Resolutions and biographies can also be submitted via email to Lmann@tcadcentral.org.

If you have any questions, please feel free to call me at (512) 834-9317, ext. 405.

Sincerely,

Leana Mann
Chief Appraiser
Travis Central Appraisal District

Taxing Unit ID	Taxing Unit Code	Type	Taxing Unit	Levy	% of Levy	Voting Entitlement
1001	01	School	AUSTIN ISD	$ 1,592,442,300.75	30.54%	1,525
1002	02	City	CITY OF AUSTIN	$ 990,998,728.29	19.00%	950
1003	03	County	TRAVIS COUNTY	$ 959,172,382.00	18.39%	920
1097	68	Junior College	AUSTIN COMM COLL DIST	$ 274,197,394.72	5.26%	265
1026	19	School	PFLUGERVILLE ISD	$ 272,657,626.58	5.23%	260
1006	07	School	LAKE TRAVIS ISD	$ 197,345,130.11	3.78%	190
1007	08	School	EANES ISD	$ 185,094,356.43	3.55%	175
1005	06	School	DEL VALLE ISD	$ 161,896,596.08	3.10%	155
1098	69	School	LEANDER ISD	$ 161,391,498.81	3.10%	155
1053	34	School	MANOR ISD	$ 118,963,096.64	2.28%	115
1072	5A	School	ROUND ROCK ISD	$ 107,608,571.04	2.06%	105
1035	20	City	CITY OF PFLUGERVILLE	$ 60,084,543.62	1.15%	60
1023	16	School	LAGO VISTA ISD	$ 36,000,563.68	0.69%	35
1004	05	City	CITY OF MANOR	$ 14,709,464.00	0.28%	15
1090	6F	City	CITY OF LEANDER	$ 12,234,446.61	0.23%	10
1036	21	City	CITY OF LAKEWAY	$ 11,297,713.97	0.22%	10
1071	49	City	CITY OF LAGO VISTA	$ 9,895,763.60	0.19%	10
1027	2A	School	ELGIN ISD	$ 9,655,171.37	0.19%	10
1042	3A	School	MARBLE FALLS ISD	$ 8,762,100.14	0.17%	10
1046	3F	City	CITY OF CEDAR PARK	$ 5,981,118.86	0.11%	5
1008	09	City	CITY OF WEST LAKE HILLS	$ 5,832,892.50	0.11%	5
1078	50	City	CITY OF JONESTOWN	$ 4,250,354.87	0.08%	5
1018	11	City	CITY OF ROLLINGWOOD	$ 2,994,707.73	0.06%	5
1031	2F	City	CITY OF ROUND ROCK	$ 2,422,413.31	0.05%	-
1009	1A	School	HAYS CONSOLIDATED ISD	$ 2,345,307.00	0.04%	-
1075	5F	City	CITY OF ELGIN	$ 1,544,839.47	0.03%	-
1065	40	City	CITY OF CREEDMOOR	$ 804,901.64	0.02%	-
1102	7E	City	VILLAGE OF THE HILLS	$ 671,765.86	0.01%	-
1122	83	City	CITY OF BEE CAVE	$ 635,995.23	0.01%	-
1096	61	City	CITY OF MUSTANG RIDGE	$ 554,135.83	0.01%	-
1083	55	City	VILLAGE OF BRIARCLIFF	$ 398,488.35	0.01%	-
1103	7F	City	VILLAGE OF POINT VENTURE	$ 394,360.20	0.01%	-
1076	5G	City	VILLAGE OF VOLENTE	$ 275,340.48	0.01%	-
1057	38	School	DRIPPING SPRINGS ISD	$ 274,043.84	0.01%	-
1019	12	City	VILLAGE OF SAN LEANNA	$ 272,806.97	0.01%	-
1059	4A	School	JOHNSON CITY ISD	$ 204,101.74	0.00%	-
1037	22	School	COUPLAND ISD	$ 90,158.66	0.00%	-
1077	5H	City	VILLAGE OF WEBBERVILLE	$ 74,109.95	0.00%	-

Travis Central Appraisal District
2024 Board of Directors

James Valadez, Chair Travis County Expires 12/31/24	Blanca Zamora-Garcia City of Austin Expires 12/31/24
Debbie Cartwright, Vice Chair Austin ISD Expires 12/31/24	Vivek Kulkarni Travis County Expires 12/31/24
Nicole Conley, Secretary/Treasurer City of Austin Expires 12/31/24	Jett Hanna Place 1 Expires 12/31/26
Jie Li Austin ISD Expires 12/31/24	Shenghao "Daniel" Wang Place 2 Expires 12/31/26
Dr. Osezua Ehiyamen City of Austin/Austin ISD Expires 12/31/24	Dick Lavine Place 3 Expires 12/31/26
Tom Buckle Western Travis County Expires 12/31/24	Bruce Elfant Travis County Tax Assessor Collector Permanent
Elizabeth Montoya Eastern Travis County Expires 12/31/24	

AGENDA ITEM # 49

EXECUTIVE SUMMARY
9/19/2024

AGENDA SUBJECT:
Discuss and consider action on submitting a nomination for Williamson Central Appraisal District Board of Directors.

BACKGROUND:
The Williamson Central Appraisal District (WCAD) is governed by a board of nine directors - five directors are appointed by the taxing units and three directors are elected. The county assessor-collector serves as an ex-officio director.

To be eligible to serve on the board of directors, an individual must be a resident of the district and must have resided in the district for at least two years immediately preceding the date the individual takes office. Additional qualifications are included in the packet under the application checklist.

All currently appointed members of the WCAD have terms that expire 12/31/24. New members of the board of directors appointed by the taxing units serve staggered four-year terms beginning on January 1 of every other even-numbered year. Elected members of the board of directors serve staggered four-year terms beginning on January 1 of every other odd-numbered year.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:
No action is required, however if the City Council desires to submit a nomination(s) it must do so prior toOctober 15, 2024.

PRESENTER:

Fiscal Impact

Attachments:

1. 7 Votes for BOD Election 2024
2. WCAD Board of Directors
3. 4 BOD Election Resolution_SAMPLE_NOMINATIONS-2024
4. 5 Board of Directors Election Procedures 7.29.24

5. 6 BOD Taxing Unit Election Checklist
6. BOD-Election-FAQ
7. 8 Board Election ~ Important Dates Fall 2024
8. 9 Board election timeline and election cycle

2024
Board Election Votes

Taxing Jurisdiction	Number of Votes
City of Austin	140
City of Bartlett	0
City of Cedar Park	130
City of Coupland	0
City of Florence	0
City of Georgetown	150
City of Granger	0
City of Hutto	50
City of Jarrell	5
City of Leander	115
City of Liberty Hill	15
City of Pflugerville	0
City of Round Rock	200
City of Taylor	40
City of Thorndale	0
City of Thrall	0
City of Weir	0
Bartlett ISD	5
Burnet ISD	0
Coupland ISD	10
Florence ISD	20
Georgetown ISD	480
Granger ISD	10
Hutto ISD	225
Jarrell ISD	90
Leander ISD	730
Lexington ISD	0
Liberty Hill ISD	215
Pflugerville ISD	0
Round Rock ISD	950
Taylor ISD	65
Thorndale ISD	0
Thrall ISD	15
Williamson Co. & FM/RD	1145
Austin Community College	185
EWC Higher Ed Center	10
Total	**5000**

	Required Computations per Tax Code Section 6.03(d)				
Taxing Jurisdiction	2023 Levy	Quotient	x 1,000	Rounded	x 5
City of Austin	$ 56,106,261.29	2.81%	28.12	28	140
City of Bartlett	$ 570,119.13	0.03%	0.29	0	0
City of Cedar Park	$ 51,378,312.61	2.58%	25.75	26	130
City of Coupland	$ 94,029.29	0.00%	0.05	0	0
City of Florence	$ 548,467.58	0.03%	0.27	0	0
City of Georgetown	$ 59,127,140.77	2.96%	29.64	30	150
City of Granger	$ 857,456.14	0.04%	0.43	0	0
City of Hutto	$ 20,442,479.81	1.02%	10.25	10	50
City of Jarrell	$ 2,658,417.23	0.13%	1.33	1	5
City of Leander	$ 46,477,944.20	2.33%	23.30	23	115
City of Liberty Hill	$ 5,717,854.47	0.29%	2.87	3	15
City of Pflugerville	$ 314,153.80	0.02%	0.16	0	0
City of Round Rock	$ 80,016,054.99	4.01%	40.11	40	200
City of Taylor	$ 15,150,510.64	0.76%	7.59	8	40
City of Thorndale	$ 871.86	0.00%	0.00	0	0
City of Thrall	$ 343,242.26	0.02%	0.17	0	0
City of Weir	$ 91,535.19	0.00%	0.05	0	0
Bartlett ISD	$ 1,063,363.12	0.05%	0.53	1	5
Burnet ISD	$ 318,944.58	0.02%	0.16	0	0
Coupland ISD	$ 3,519,718.60	0.18%	1.76	2	10
Florence ISD	$ 8,608,033.45	0.43%	4.32	4	20
Georgetown ISD	$ 191,457,606.40	9.60%	95.97	96	480
Granger ISD	$ 2,963,245.81	0.15%	1.49	2	10
Hutto ISD	$ 90,099,325.14	4.52%	45.16	45	225
Jarrell ISD	$ 35,015,916.70	1.76%	17.55	18	90
Leander ISD	$ 291,071,067.20	14.59%	145.91	146	730
Lexington ISD	$ 31,530.78	0.00%	0.02	0	0
Liberty Hill ISD	$ 85,604,572.46	4.29%	42.91	43	215
Pflugerville ISD	$ 357,341.76	0.02%	0.18	0	0
Round Rock ISD	$ 379,266,313.29	19.01%	190.12	190	950
Taylor ISD	$ 25,508,927.83	1.28%	12.79	13	65
Thorndale ISD	$ 178,623.68	0.01%	0.09	0	0
Thrall ISD	$ 5,269,446.47	0.26%	2.64	3	15
Williamson Co. & FM/RD	$ 457,702,603.86	22.94%	229.44	229	1145
Austin Community College	$ 73,509,729.98	3.68%	36.85	37	185
EWC Higher Ed Center	$ 3,462,791.60	0.17%	1.74	2	10
	$ 1,994,903,953.97	100.00%	1000.00	1000	5000

Williamson Central Appraisal District
2024 Board of Directors

Taxing Unit Appointed	Elected
Jon Lux, Chair	Hope Hisle-Piper, Place 1
Lora H. Weber, Vice-Chair	Mike Sanders, Place 2
Harry Gibbs	Mason Moses, Place 3
Michael Wei	
Lisa Birkman	
Larry Gaddes	

RESOLUTION NO. _____

WHEREAS, Section 6.03 (f) of the Property Tax Code provides for the governing body of taxing units to nominate individuals for each position to be filled on the Williamson Central Appraisal District Board of Directors, and

WHEREAS, the _____
(Entity)
Wishes to nominate the individual(s) below for the following term(s):

NOW THEREFORE BE IT RESOLVED BY _____
(Governing Body)

_____,

that the _____hereby nominates the
(Entity)
Individual(s) listed above for the Williamson Central Appraisal District Board of Directors.

RESOLVED this _____ day of _____, 2024.

Signed _____
Presiding Officer

Attest: _____
Secretary

Board of Directors Election Procedures

Excerpts from Texas Property Tax Code Sec 6.0301

Sec. 6.0301. BOARD OF DIRECTORS IN POPULOUS COUNTIES. (a) This section applies only to an appraisal district established in a county with a population of 75,000 or more.

(b) Sections 6.031, 6.034, and 6.10 do not apply to an appraisal district to which this section applies.

(c) The appraisal district is governed by a board of nine directors. Five directors are appointed by the taxing units that participate in the district in the manner prescribed by Section 6.03. Three directors are elected by majority vote at the general election for state and county officers by the voters of the county in which the district is established. The county assessor-collector serves as an ex officio director.

(d) To be eligible to serve on the board of directors, an individual other than the county assessor-collector must be a resident of the district and must have resided in the district for at least two years immediately preceding the date the individual takes office. An individual who is otherwise eligible to serve on the board is not ineligible because of membership on the governing body of a taxing unit. An employee of a taxing unit that participates in the district is not eligible to serve on the board unless the individual is also a member of the governing body or an elected official of a taxing unit that participates in the district.

(e) Members of the board of directors appointed by the taxing units participating in the district serve staggered four-year terms beginning on January 1 of every other even-numbered year. Elected members of the board of directors serve staggered four-year terms beginning on January 1 of every other odd-numbered year.

(f) If a vacancy occurs in an appointive position on the board of directors, each taxing unit that is entitled to vote under Section 6.03 may nominate by resolution adopted by its governing body a candidate to fill the vacancy. The taxing unit shall submit the name of its nominee to the chief appraiser within 45 days after notification from the board of directors of the existence of the vacancy, and the chief appraiser shall prepare and deliver to the board of directors within the next five days a list of the nominees. The board of directors shall appoint by majority vote of its members one of the nominees to fill the vacancy.

(g) If a vacancy occurs in an elective position on the board of directors, the board of directors shall appoint by majority vote of its members a person to fill the vacancy. A person appointed to fill a vacancy in an elective position must have the qualifications required of a director elected at a general election.

Added by Acts 2023, 88th Leg., 2nd C.S., Ch. 1 (S.B. 2), Sec. 5.03, eff. July 1, 2024.

Williamson Central Appraisal District
625 FM 1460
Georgetown, Texas 78626
Phone: (512) 930-3787

Taxing Unit Checklist for Board Election

☐ **BEFORE OCTOBER 15, 2024**, I checked my candidate's requirements pertaining to serving on the Williamson Central Appraisal District Board of Directors? *(See **Board Requirements**)*

- ☐ A member MUST be a resident of the district and must have resided in the district for at least two years immediately preceding the date of appointment. *(Property Tax Code, Section 6.03.(a))*
- ☐ A member MUST NOT own property on which delinquent taxes have been owed to a taxing unit for more than 60 days after the date the individual knew or should have known of the delinquency unless: *(Property Tax Code, Section 6.035.(a)(2))*
  - The delinquent taxes and any penalties and interest are being paid under an installment payment agreement.
  - A suit to collect the delinquent taxes is deferred or abated.
- ☐ A member may NOT serve if they are an employee of a taxing unit participating in the appraisal district unless they are also a member of the governing body or an elected official of a taxing unit participating in the district. *(Property Tax Code, Section 6.035.(a)) (See list of **taxing units**).*
- ☐ A member may NOT serve if he or she appraise property for compensation for use in property tax proceedings (to include appraisal district employees) or tax agents who represent owners for compensation until the expiration of three (3) years after such activity. *(Property Tax Code, Section 6.035.(a)(1)(2))*
- ☐ A member may NOT serve if he or she is related to a person who operates for compensation as a tax agent, a member of the Appraisal Review Board or a property tax appraiser in the appraisal district. *(Property Tax Code, Section 6.035.(a)(1))*
- ☐ A member may NOT serve on the Board if they contract with the appraisal district, or if they contract on a tax related matter with a taxing unit served by the appraisal district, or if they have a substantial interest in a business that contracts with the appraisal district or a taxing unit served by the appraisal district. *(Property Tax Code, Section 6.036.(a))*
- ☐ A member MUST fill out, sign, and return the applicable ***General Information sheet*** – either ***1-year term*** or ***3-year term***.

☐ **BEFORE OCTOBER 15, 2024,** If we choose to nominate, have I submitted, by ***resolution***, the name(s) of my taxing unit's nominee(s)? *(See **Board Election Procedures**)*

_____	_____	_____
Nominating Entity: *(Entity Name)*	*(Signature)*	*(Date)*
_____	_____	_____
Nominee: *(Printed Name)*	*(Signature)*	*(Date)*

BOARD ELECTION FAQ'S

- ☐ Eligibility requirements for members
  - ➢ Is there a requirement to live in Williamson County in order to serve on the Board of Directors?
    - Yes, an individual must be a resident of the District and must have resided in the District for at least two years immediately preceding the date of appointment.
  - ➢ Can an employee of a taxing unit participating in the Appraisal District serve as a Board member?
    - No, an employee of a taxing unit participating in the District is NOT eligible to serve unless the individual is also a member of the governing body or an elected official of a taxing unit participating in the District.
- ☐ Term of Office
  - ➢ How often is a Board election held and how long do Board members serve?
    - Members of the Board appointed by the taxing units serve staggered four-year terms beginning on January 1 of every other even-numbered year. Elected members of the Board serve staggered four-year terms beginning on January 1 of every other odd-numbered year.
- ☐ Number of members
  - ➢ How many Board members are elected?
    - The Williamson Central Appraisal District Board of Directors consists of nine members. Five Directors are appointed by the taxing units, three Directors are elected by majority vote at the general County election. The Williamson County Tax Assessor Collector serves as ex-officio voting member.
- ☐ Number of votes
  - ➢ How are the number of votes for each entity calculated?
    - The voting entitlement is determined by diving the total dollar amount of property taxes imposed in the District by the taxing unit for the preceding tax year by the sum of the total dollar amount of property taxes imposed in the District for that year by each taxing unit that is entitled to vote, by multiplying the quotient by 1,000 and by rounding the product to the nearest whole number. That number is multiplied by the number of directorships to be filled (in the District's case, 5).
- ☐ Deadlines
  - ➢ What deadlines are associated with the election of members?
    - Should the taxing unit choose to nominate members, the presiding officer of the governing body of the unit shall submit the names of the unit's nominees to the Chief Appraiser before October 15th.
    - A ballot shall be prepared and forwarded to the presiding officer of the governing body before October 30th.
    - The governing body must determine its vote by resolution and submit it to the Chief Appraiser before December 15th.
    - The Chief Appraiser shall count the votes, declare the candidates, and submit the results to the governing body of each taxing unit before December 31st.
- ☐ General Information Sheet
  - ➢ Who must fill out the general information sheet?
    - The general information sheet should be provided to each individual who is interested in serving on the District's Board of Directors. That individual should sign the completed form and forward to the Appraisal District.

Board Election ~ Important Dates

(CAD) Vote Calculations Due Out: **September 1st**

(TU) Written Resolutions Due Back (Nominees): **BEFORE October 15th** *...unless CA declares to accept later.*

(CAD) Ballots Due Out: **BEFORE October 30th**

(TU) Written Resolutions Due Back (Votes): **BEFORE December 15th**

(CAD) Declaration of Candidates Due Out: **BEFORE December 31st**

	Sun	Mon	Tue	Wed	Thu	Fri	Sat	NOTES
OCTOBER 2024			1	2	3	4	5	
	6	7	8	9	10	11	12	
	13	14	15	16	17	18	19	**(TU)** Written Resolutions Due Back (Nominees): **BEFORE October 15th**
	20	21	22	23	24	25	26	
	27	28	29	30	31			**(CAD)** Ballots Due Out: **BEFORE October 30th**
DECEMBER 2024	1	2	3	4	5	7	8	
	9	10	11	12	13	14	15	**(TU)** Written Resolutions Due Back (Votes): **BEFORE December 15th**
	16	17	18	19	20	21	22	
	23	24	25	26	27	28	29	
	30	31						**(CAD)** Declaration of Candidates Due Out: **BEFORE December 31st**

ELECTION TIMELINE

December 2023

Taxing units appoint 5 members via taxing unit election to serve a 1-year term

January 1, 2024

5 entity appointed members take office for a 1-year term

May 2024

General election to elect 3 board members by the public bringing board to a 9-member board including TAC as an ex officio member

July 1, 2024

3 members that were elected in May take office for a 2.5-year term to expire 12/31/2026

December 2024

Taxing units appoint 5 members. 2 members to serve a 1-year term and 3 members to serve a 3-year term

January 1, 2025

5 entity appointed members take office

December 2025

Taxing units appoint 2 members to a 4-year term

January 1, 2026

2 entity appointed members take office

November 2026

General election to elect all 3 elected positions

January 1, 2027

3 elected members take office. At the January board meeting, the three elected members will draw lots to determine 1 member to serve a 2-year term to expire 12/31/2028and 2 members to serve a 4-year term to expire 12/31/2030.

December 2027

Taxing units appoint 3 members to serve a 4-year term

January 1, 2028

3 entity appointed members take office.

ELECTION CYCLES

Elected Members

May 2024	3 members
November 2026	3 members (at first meeting they will draw lots to determine 1 member to serve a 2-year term and 2 members to serve a 4-year term)
November 2028	1 member
November 2030	2 members
November 3032	1 member
November 2034	2 members
November 2036	1 member
November 2038	2 members

Entity Appointed Members

December 2023	5 members
December 2024	5 members (2 members to a 1-year term and 3 members to a 3-year term)
December 2025	2 members
December 2027	3 members
December 2029	2 members
December 2031	3 members
December 2033	2 members
December 2035	3 members
December 2037	2 members

AGENDA ITEM # 50

EXECUTIVE SUMMARY
9/19/2024

AGENDA SUBJECT:
Discuss and consider action on casting vote for Texas Municipal League (TML) Region 10 Director Election.

BACKGROUND:
Previously, elections for regional directors were held at regional meetings. After changes to the TML Constitution were approved last year, these elections are now administered by TML centrally.

TML has 15 regions, and each has a seat on the Board. During even-numbered years, the even-numbered regions are up for election. Terms are two years, and new terms will begin on October 11, 2024, upon adjournment of the TML Annual Conference and end on November 13, 2026, upon adjournment of the TML Annual Conference.

Each TML member city is entitled to one vote, which vote must be cast by a majority vote of the city's governing body.

Region 10 Director Candidates (bios attached)

- Dr. Christopher Harvey, Mayor, Manor;
- Jimmy Jenkins, Councilmember, Smithsville; and
- Na'Cole Thompson, Mayor Pro Tem, Leander.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:
Cast a vote

PRESENTER:

Fiscal Impact

Attachments:

1. Region 10 candidate bios

Region 10 Director Candidate Biographies (printed on both sides)

Dr. Christopher Harvey, Mayor, Manor

I humbly submit this application for the Region 10 Regional Director position. I have lived in Region 10 all my life, being born and raised in Austin, now living in Manor. I am a graduate of Texas State University (Social Work), Concordia University at Austin (Master's in Education Administration), and the University of Mary Hardin-Baylor (Doctorate in Leadership in Education Administration). I am a leader in the field of Education. I am a man with Christian values and practices. I am a family man with a wife and three girls. My political affiliation is non-partisan. I value diversity, small business, and community. I believe that strong city leadership can change our country and the world. I have served my community on the Manot City Council since 2019. My colleagues in Region 10 will share that when I have had the floor, I didn't promote Manor, but the region. My supporters in the Texas Legislature and US Congress will echo the sentiment. I am an advocate of regional planning. We've even embarked on a regional wastewater treatment plant and regional economic initiatives with Samsung, Tesla, Applied Materials, and the City of Austin. I have worked to build a relationship with Mayor Kirk Watson and we talk about regional employment, transportation needs (like US HWY 290, FM 973, and HWY 95). He is a supporter of regional planning. He called several Mayors to meet in Austin to answer the call of joining an association so that we can partner and build our area together. I shared this with my council and city staff. We believe in the work and made the financial and time commitments.

Jimmy Jenkins, Councilmember, Smithville

I am retired from American Airlines and returned home to Smithville in 2018. I was born in Wichita Falls and have been a tradesman all my life. After retirement, I wanted to keep my mind and body active. I started attending council meetings and ran for and was elected in 2023. Our small city is at the edge of the growth that is hitting Bastrop County, and over the next two to three years it will be at our doors. As a Smithville councilmember, I have been very active in TML, CARTPO, the Bastrop County Public Health Taskforce, and other related activities for the city. Managing our land use, working with officials to protect our city's ability to govern, and managing the city's infrastructure are top priorities. I have the privilege to be appointed to the 2024 TML Policy Summit. Working to protect our cities' rights to govern and promoting good legislation with other TML members will be a privilege. I am a firm believer that working together with other cities and towns we can improve the lives of our constituents and make our cities better by the exchange of ideas and being good listeners. If I am chosen to serve, I will work hard for Region 10. Listening to ideas from member cities, promoting each other, and promoting ideas that the members put forth to TML leadership will be job one. Texas is a great place to live, raise a family, and to be from. Let's keep it that way. Thank you in advance for your consideration.

Region 10 Director Candidate Biographies **(printed on both sides)**

Na’Cole Thompson, Mayor Pro Tem, Leander

Na'Cole Thompson's dedication to public service, combined with her extensive experience, education, and recommendation from TML Director Mayor Christine DeLisle, make her a strong candidate for the Texas Municipal League Region 10 director, where she aims to represent and advocate for her region's interests at the state level. Na'Cole’s active membership with the Texas Association of Black City Council Members, is a further testament to her advocacy for inclusive governance. As a native Austinite and notable figure, Na’Cole has proven herself to be a versatile leader with deep connections in her community. Currently serving her second term on the Leander City Council and as the mayor pro tem, she continues to demonstrate her commitment to her constituents. Na’Cole’s community involvement extends outside city limits as she serves on the Capital Area Council of Governments (CAPCOG) General Assembly, where she contributes to regional strategies that benefit a wide range of communities. Additionally, Na'Cole serves as the board president of the Brushy Creek Regional Utility Authority, working closely with neighboring cities to ensure effective water resource management. On the Leander City Council, Na’Cole has been a proactive council liaison to the Leander Public Arts & Culture Commission, spearheading cultural enrichment through events such as the City's annual Juneteenth and Martin Luther King Jr. celebrations. Lastly, as a small business owner, Na'Cole brings a practical understanding of the challenges and opportunities facing local enterprises. Her educational background includes an MBA from Florida Metropolitan University and a bachelor’s degree in communications from Baylor University, supplemented by her graduation from the Women's Entrepreneurship Certificate Program at Cornell University and the LBJ Women's Campaign School.

EXECUTIVE SUMMARY
9/19/2024

AGENDA SUBJECT:
Discuss and consider action to appoint Councilmembers(s) to the Capital Area Council of Governments General Assembly (CAPCOG).

BACKGROUND:
To be eligible for membership in the Capital Area Council of Governments (CAPCOG), a local government or other organization or individual must be located, in whole or part, in State Planning Region 12. At least two-thirds of the voting representatives in the General Assembly must be elected officials of the governing body of full members. Eligible counties and municipalities are considered full members. The governing body of each full member shall select its representatives to the General Assembly.

The City of Leander has a total of three (3) allotted representative positions on the CAPCOG General Assembly. Mayor Christine DeLisle and Mayor Pro Tem Na'Cole Thompson are currently active representatives along with former Councilmember Esme Mattke Longoria at this time. There are no term limits for the General Assembly, and individuals represent their governing body at the governing body's discretion.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Fiscal Impact

Attachments:

AGENDA ITEM # 52

EXECUTIVE SUMMARY
9/19/2024

AGENDA SUBJECT:
Discuss and consider action on an appointment to the Central Texas Clean Air Coalition of the Capital Area Council of Governments.

BACKGROUND:
The Central Texas Clean Air Coalition (CAC) is a voluntary, unincorporated association that first became affiliated with the Capital Area Council of Governments (CAPCOG) in 2002. The CAC meets quarterly to:

- Facilitate the development, adoption, and implementation of clean air plans to maintain compliance with the federal eight-hour ozone standard for Bastrop, Caldwell, Hays, Travis, and Williamson counties;
- Establish and monitor a regional effort toward the improvement of air quality;
- Develop policies and strategies that will provide guidance for each of its independent governing bodies about actions that will achieve clean air in Central Texas;
- Work cooperatively to achieve clean air standards that will protect public health and yet allow local governments the flexibility to select measures best suited to each community's needs and resources; and
- Provide CAPCOG Executive Committee with recommendations for administering funding provided by local sources for the purpose of supporting the regional air quality plan or program implementation, assessment and improvement activities in Central Texas.

According to CAC bylaws, each general member's governing body appoints one elected official to serve on the Coalition. If within one calendar year a representative misses (and does not send a proxy to) two (2) consecutive meetings, the member's governing body will be notified in writing and have the option of replacing the member, if appropriate.

Currently, former Councilmember Esme Mattke Longoria serves as the City of Leander representative on the Coalition.

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:

1. CAC_Bylaws_Revised_2019-05-08

Central Texas Clean Air Coalition
of the
Capital Area Council of Governments

Article I – Name, Purpose, Responsibilities

The Central Texas Clean Air Coalition, herein after known as the "CLEAN AIR COALITION", is a voluntary, unincorporated association which became linked with the Capital Area Council of Governments (CAPCOG) by a resolution that was adopted November 13, 2002.

The purpose of the CLEAN AIR COALITION is:

- To develop, adopt and implement a clean air plan to achieve and maintain compliance with federal air quality standards in Bastrop, Caldwell, Hays, Travis and Williamson Counties;
- To establish and monitor a regional effort toward the improvement of air quality;
- To develop policies and strategies that will provide guidance for each of its independent governing bodies about actions that will achieve clean air in Central Texas;
- To work cooperatively to achieve clean air standards that will protect public health and yet allow local governments and other organizations the flexibility to select measures best-suited to their needs and resources; and
- To provide the CAPCOG Executive Committee with recommendations for administering funding provided by local sources for the purpose of supporting the regional air quality plan or program implementation, assessment, and improvement activities in Central Texas.

Article II – Membership

Members

CLEAN AIR COALITION members are organizations that support the regional effort toward improvement of air quality in the Metropolitan Statistical Area (MSA) for the Austin Urbanized Area, as defined by the Office of Management and Budget (OMB).

Membership Categories

There are two categories of membership for the CLEAN AIR COALITION: general members and supporting members.

General members shall be local governments or Independent School Districts (ISDs) within the MSA for the Austin Urbanized Area. The governing boards of general members must ratify the current clean air plan and commit to implementing selected emission reduction measures.

Supporting members shall act within their individual organizations to support the purpose of the CLEAN AIR COALITION and report their actions to the CLEAN AIR COALITION or CAPCOG liaison upon request.

Supporting members are not required to appoint a representative to the CLEAN AIR COALITION meetings and are not allowed to vote.

While organizations other than local governments or school districts in the MSA may be supporting members, only local governments or ISDs in the MSA may participate in the CLEAN AIR COALITION as general members.

Changes in Membership Categories

Members may change their membership category if they meet eligibility requirements and are endorsed by a majority vote of the CLEAN AIR COALITION.

Representatives

Representatives to the CLEAN AIR COALITION will include elected officials appointed by governing bodies of the general members of the CLEAN AIR COALITION. Each general member's governing body appoints by resolution one elected official to serve on the Coalition and shall provide written notification to the CAPCOG staff liaison.

Terms

1. The term of appointment for a representative shall begin on the date of appointment by the representative's governing body, and will terminate December 31st in odd numbered years.
2. There is no limit to the number of times that a representative may be re-appointed. In the case of a vacancy, the CAPCOG staff liaison shall notify the representative's governing body and that body shall appoint a replacement

Vacancy

A vacancy occurs when:

1. A representative dies;
2. A representative's term expires and the representative is not reappointed;
3. A representative is no longer an elected official;
4. A representative resigns in writing to the Committee Chair with notification to the CAPCOG liaison; or
5. A representative is removed.

Attendance

1. Representatives are expected to attend all meetings; attendance records will be maintained.
2. If within one calendar year a representative misses (and does not send a proxy) two (2) consecutive meetings the member's governing body will be notified in writing. The representative's governing body will have the option of replacing the member, if appropriate.
3. A representative may designate a proxy to attend regular and special meetings in that representative's place. The proxy's attendance will be credited for the representative's annual

attendance but will not be counted toward the quorum. The designated proxy will not be eligible to vote, but may participate in discussion as needed to communicate the support, concerns, or questions of the organization being represented.

4. If a representative is unable to attend a scheduled meeting, notification must be made to the CAPCOG Committee liaison at least two business days prior to the meeting for an absence to be excused.

New Members

CLEAN AIR COALITION membership may be expanded by majority vote of the CLEAN AIR COALITION. If a new member is eligible for more than one membership category, it may choose the membership category under which it wishes to participate.

Article III - Officers

Election

Election of a Chair and up to two (2) Vice-Chairs will occur at the first meeting of the calendar year, with the following representation:

- At least one (1) officer from a local governing bodies in Travis County;
- At least one (1) officer from a local governing body in either Williamson or Hays Counties; and
- Up to one (1) additional officer from a local governing body in any of the MSA counties.

If a city or ISD crosses county boundaries, it will be considered located in the county where the largest number of its residents reside.

Terms

1. Officers serve one-year terms.
2. Officers may serve a maximum of two (2) consecutive terms.
3. An officer may serve one-half of an unexpired term or less without it counting as a full term for the purposes of calculating term limits.

Vacancy

In the event an Officer is unable to fulfill his/her term, the CLEAN AIR COALITION may elect a replacement at the next regular meeting to serve the remainder of the term.

Duties

1. The Chair shall preside at all meetings of the CLEAN AIR COALITION.
2. Vice-Chairs shall perform all the duties of the Chair in the case of absence or disability and such other duties as may arise, from time to time, when required or requested by the CLEAN AIR COALITION.
3. In case the Chair and Vice-Chairs are absent or unable to perform their duties, the CLEAN AIR COALITION may appoint a Chair pro tem.

Other Officers

The CLEAN AIR COALITION may elect other Officers from time to time to carry out its responsibilities. This may be done by a simple majority vote of the CLEAN AIR COALITION members at any regularly scheduled meeting where a quorum is present.

Article IV - Meetings

Regular Meetings

1. The CLEAN AIR COALITION shall meet on a day, time and place specified by the Chair of the CLEAN AIR COALITION.
2. Written notice, including an agenda, of each regular meeting shall be prepared by the CAPCOG liaison and mailed, or electronically transmitted, or hand-delivered to each CLEAN AIR COALITION representative at least five (5) business days before the meeting date.
3. The Chair has the discretion to allow meetings to be conducted via teleconference or video conference.

Special Meetings

1. The CLEAN AIR COALITION shall meet specially, if called by the CLEAN AIR COALITION Chair or requested in writing by at least one-third of the representatives, excluding vacancies.
2. A request by the membership for a special meeting must be in writing, addressed to the Chair, and describing the purpose or purposes of the meeting. Only business reasonably related to the purpose or purposes described in the request may be conducted at a special meeting.
3. Notice of any special meeting shall be given at least 72 hours prior to the special meeting.

Quorum and Action

1. Appointed representatives from jurisdictions located in three Counties constitute a quorum for conducting CLEAN AIR COALITION business.
2. A majority vote of the appointed representatives present at an established quorum meeting is necessary for action by the CLEAN AIR COALITION for the entire meeting.

Open Meetings and Records

1. All meetings of the CLEAN AIR COALITION shall be open to the public. It is the intention of the CLEAN AIR COALITION that meetings be open to the public.
2. Minutes or meeting notes of the CLEAN AIR COALITION meetings, documents distributed and other records are the property of CAPCOG and will be maintained in accordance with CAPCOG's Records Retention Schedule. These materials are available for public view, at the CAPCOG offices, upon receipt of a written request by the interested party.
3. Except where these bylaws require otherwise, *Robert's Rules of Order* shall govern the conduct of CLEAN AIR COALITION meetings.

Professional Conduct

CLEAN AIR COALITION representatives should maintain objectivity and professionalism when carrying out business of the CLEAN AIR COALITION. Committee members will not discriminate based on race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or age. In the event that a Committee member acts in a manner which brings the work of the Committee into question or

controversy, it shall be the responsibility of the CAPCOG Executive Director to address the incident and if appropriate, to recommend removal from the committee.

Sub-Committees:
The CLEAN AIR COALITION may create ad hoc committees or technical sub-committees as deemed appropriate.

Article V – Amendments by the Clean Air Coalition

Authority of the CLEAN AIR COALITION
CLEAN AIR COALITION may amend these bylaws at a regular or specially called meeting. The written text of a proposed amendment must be included with the notice of the meeting at which the amendment will be considered.

Effective Date
An Amendment to the bylaws takes effect when approved by the CLEAN AIR COALITION unless the amendment specifies a later effective date. Copies of amended bylaws will be distributed to CLEAN AIR COALITION representatives by the CAPCOG liaison.

Bylaws History
Adopted January 9, 2002
Amended October 15, 2003
Amended June 26, 2009
Amended May 8, 2013
Amended February 10, 2016
Amended May 8, 2019