



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

Pat Bryson Municipal Hall  
201 North Brushy Street ~ Leander, Texas



Thursday ~ June 4, 2015 at 7:00 PM

**Mayor – Christopher Fielder**

**Place 1 – Andrea Navarrette (Mayor Pro Tem)**

**Place 2 – Michelle Stephenson**

**Place 3 – Shanan Shepherd**

**Place 4 – Ron Abruzzese**

**Place 5 – Jeff Seiler**

**Place 6 – Troy Hill**

**City Manager – Kent Cagle**

1. Open meeting, Invocation, Pledges of Allegiance
2. Roll Call
3. Staff Comments: Wayne Watts, City Engineer – recognition of Mike O’Neal for passing the Professional Engineer’s Exam
4. Citizen Comments: Three (3) minutes allowed per speaker  
*Please turn in speaker request form before the meeting begins*
5. Recognition of the Leander Rattlers Soccer Team for their South Texas Director’s Cup State Championship  
*Sponsored by Steve Bosak, Parks & Recreation Director*
6. Presentation from United Way of Williamson County by *LeAnn Powers, Chief Professional Officer*

**CONSENT AGENDA: ACTION**

7. Approval of the minutes: May 18, 2015 and May 21, 2015
8. Approval of the Liberty Fest *Site Use Permit Agreement* with Austin Community College
9. Approval of Street Closures for Liberty Fest
10. Approval to Accept Ownership for the Lakewood Park Properties
11. Zoning Case 15-Z-008: amending Ordinance #05-018, the Composite Zoning Ordinance for the properties located at 10800 and 10804 East Crystal Falls Parkway, Leander, Williamson County, Texas
12. Dedication and Acceptance of Subdivision Infrastructure Improvements for the Bluff at Crystal Falls, Section 3, Phase 3E
13. Authorize Mayor to execute an extension to the CDBG Cooperation Agreement between the City of Leander and Williamson County
14. Authorize City Manager to negotiate and Mayor to execute a License Agreement pursuant to the PID Financing Agreement for the Oak Creek Public Improvement District for the installation and maintenance of improvements located within the City rights-of-way and/or City property within the Oak Creek Subdivision

**PUBLIC HEARING: ACTION**

15. **Public Hearing** on Comprehensive Plan Amendment Case 15-CPA-004: an amendment to the Comprehensive Plan requesting a change to a community center node and a neighborhood center node shown on the Future Land Use Plan, proposing to reduce the size of portions of the community center node located at the future intersection of the Lakeline Blvd. and San Gabriel Pkwy. and the neighborhood center node located at the future intersection of Lakeline Blvd and CR 280 that are located within their subdivision boundaries, Leander, Williamson County, Texas  
*Applicant: Danny Martin on behalf of J.L. Development, Inc (John Lloyd)*

**Action** on Comprehensive Plan Amendment Case 15-CPA-004: an amendment to the Comprehensive Plan requesting a change to a community center node and a neighborhood center node shown on the Future Land Use Plan, proposing to reduce the size of portions of the community center node located at the future intersection of the Lakeline Blvd and San Gabriel Pkwy and the neighborhood center node located at the future intersection of Lakeline Blvd and CR 280 that are located within their subdivision boundaries, Leander, Williamson County, Texas

16. **Public Hearing** on Zoning Case 15-Z-004: consider zoning change for several tracts of land, 197.55 acres, more or less, generally located to the north of Hero Way, west of Ronald Reagan Blvd. and south of San Gabriel Parkway, for an amendment to the Palmera Ridge PUD (Planned Unit Development) Leander, Williamson County, Texas  
*Applicant: Blake J. Magee on behalf of Palmera Ridge Development Inc.*

**Action** on Zoning Case 15-Z-004: consider action on an amendment to the Palmera Ridge PUD (Planned Unit Development) for 197.55 acres, more or less, Leander, Williamson County, Texas

17. **Public Hearing** on Special Use Case #15-SU-001: consider a Special Use Permit for a temporary parking lot associated with the model home complex, generally located to the northwest of the intersection of West Broade Street and Longhorn Cavern Road within the Oak Creek Subdivision, Leander, Williamson County, Texas

**Action** on Special Use Case #15-SU-001: a Special Use Permit for a temporary parking lot within the Oak Creek Subdivision

**REGULAR AGENDA**

18. Consider a proposed amendment to the LISD Land Development Agreement regarding the fence materials
19. Consider a Resolution approving a change in the Rates of Atmos Energy Corporation, Mid-Tex Division
20. Consider award of bid for the City's estimated annual supply of water meters to Zenner and authorize City Manager to execute the recommended 36-month Purchase Agreement
21. Consider an Ordinance of the City of Leander, Texas amending Ordinance # 14-058-00 adopting the Annual Budget of the City of Leander, Texas for Fiscal Year 2014-2015
22. Consider Additive Alternate B to City of Liberty Hill's Bagdad Road Water Transmission Main, Phase 1 Project

23. Consideration of a Wholesale Wastewater Service Agreement between the City of Leander and the City of Liberty Hill
24. Consider Variance to Article 8.04, Noise, of the Leander Code of Ordinances for Bland Construction, L.P. for the Palmera Ridge Off-Site Wastewater Line
25. Consider Amendment #2 to Task order HDR-2 with HDR Engineering, Inc. for professional services for improvements of Old 2243 West from U.S. Hwy. 183 to Lakeline Blvd.
26. Consideration and possible action on an Interlocal Cooperation Agreement with the City of Jonestown, for Wholesale Water and Wastewater Utility Services
27. Consideration and possible action on a Municipal Boundary Change Agreement with the City of Jonestown to change the boundaries of the cities as they apply to the property described as 18.737 acres, more or less, located in the J.A. Yarbo Survey No. 421, Abstract 840, Travis County, Texas
28. Consider action relating to the Pedernales Electric Cooperative, Inc. 2015 Election for Directors, District 1,6 and 7
29. Consider a \$10 Cooler Fee for Liberty Fest  
*Sponsored by Mayor Fielder and Mayor Pro Tem Navarrette*
30. Consider appointment to the Economic Development Committee
31. Consider appointment of Mayor Pro Tem
32. Council Members Closing Statements

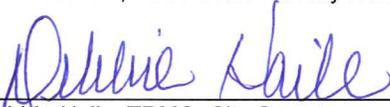
**EXECUTIVE SESSION**

33. Convene into executive session:
  1. pursuant to Section 551.072, Texas Government Code, to deliberate the acquisition and value of real property to consider the following:
    - a) Purchase Contract for the acquisition of 0.077 acres of Right-of-Way and 0.050 acres of Public Utility Easement from Dadsbaggs East, L.P., for the Old 2243 Roadway Improvements Project.
    - b) Purchase Contract for the acquisition of 0.046 acres of Right-of-Way and 0.060 acres of Public Utility Easement from Dadsbaggs East, L.P., for the Old 2243 Roadway Improvements Project.
    - c) Purchase Contract for the acquisition of 0.128 acres of Right-of-Way and 0.064 acres of Public Utility Easement from TWE Properties, L.P., for the Old 2243 Roadway Improvements Project.
  2. pursuant to Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding *Cause No. 15-0088-C277, Premas Global Leander I v. City of Leander, et al., In the 277<sup>th</sup> Judicial District Court of Williamson County, Texas*

34. Reconvene into open session to take action as deemed appropriate in the City Council's discretion Regarding:
1. the acquisition and value of real property for the following:
    - a) Purchase Contract for the acquisition of 0.077 acres of Right-of-Way and 0.050 acres of Public Utility Easement from Dadsbaggs East, L.P., for the Old 2243 Roadway Improvements Project.
    - b) Purchase Contract for the acquisition of 0.046 acres of Right-of-Way and 0.060 acres of Public Utility Easement from Dadsbaggs East, L.P., for the Old 2243 Roadway Improvements Project.
    - c) Purchase Contract for the acquisition of 0.128 acres of Right-of-Way and 0.064 acres of Public Utility Easement from TWE Properties, L.P., for the Old 2243 Roadway Improvements Project.
  2. *Cause No. 15-0088-C277, Premas Global Leander I v. City of Leander, et al., In the 277<sup>th</sup> Judicial District Court of Williamson County, Texas*
35. Consider Purchase Contract for the acquisition of 0.077 acres of Right-of-Way and 0.050 acres of Public Utility Easement from Dadsbaggs East, L.P., for the Old 2243 Roadway Improvements Project
36. Consider Purchase Contract for the acquisition of 0.046 acres of Right-of-Way and 0.060 acres of Public Utility Easement from Dadsbaggs East, L.P., for the Old 2243 Roadway Improvements Project
37. Consider Purchase Contract for the acquisition of 0.128 acres of Right-of-Way and 0.064 acres of Public Utility Easement from TWE Properties, L.P., for the Old 2243 Roadway Improvements Project
38. 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 items in accordance with the sections 551.071 [litigation and certain Consultation with attorney], 551.072 [acquisition of interest in real property], 551.073 [contract for gift to city], 551.074 [certain personnel deliberations Or 551.076 [deployment/implementation of security personnel or devices]. 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 29th day of May, 2015 by 5:00 pm pursuant to Chapter 551 of the Texas Government Code.

  
\_\_\_\_\_  
Debbie Haile, TRMC, City Secretary



**Executive Summary**

**June 4, 2015**

**Subject:** Recognition of the Leander Rattlers Soccer Team for their South Texas Director's Cup State Championship

**Background:** The Leander Rattlers Soccer U12 Soccer Team recently won the South Texas Director's Cup State Championship in San Marcos. The tournament was held in May and the Rattlers won 5 games without a loss. Coach Jeff Haynes and his team are here tonight and we'd like to recognize them for this incredible achievement.

The Rattlers are part of the Leander Youth Soccer League that plays in Robin Bledsoe Park.

**Financial Consideration:** None

**Recommendation:** None

**Attachments:** None

**Prepared by:** Stephen Bosak, Parks & Recreation Director



**Executive Summary**

**June 4, 2015**

**Council Agenda Subject:** Presentation by United Way of Williamson County.

**Background:** LeAnn Powers, Chief Professional Officer, United Way of Williamson County will present a public thank you to the City of Leander for allowing use of the Leander Public Library as a site for Leander Library Free Tax Preparation Services provided by United Way of Williamson County & AARP Tax-Aide of Williamson County. The City has partnered with UWWC for the past five years for this service to the community. Some of this year's results include

- Free tax preparation was available for 22 weekdays for 8 hours each of those days (176 hours) and 11 Saturdays for 5 hours on each of those days (55 hours). A total of 231 hours was made available to the community for this service.
- Approximately 1,350 volunteer hours from 1/29/15 through 4/15/15.
- 1,070 people were served by having their returns completed, questions answered, forms provided, reviewing their self-prepared returns, etc.
- 700 tax returns filed (up from 607 last yr) 15% increase.
- Refunds: \$1,020,459 (up from \$832,689) 10.5% increase.
- Saved in "paid preparer" fees: approximately \$210,000.

**Origination:** Robert G. Powers, Finance Director

**Financial Consideration:** n/a

**Recommendation:** n/a

**Attachments:** none

**Prepared by:** Robert G. Powers, Finance Director



**MINUTES  
SPECIAL MEETING  
LEANDER CITY COUNCIL**



**Monday ~ May 18, 2015  
5:30 PM**

**Pat Bryson Municipal Hall  
201 N. Brushy Street  
Leander, Texas**

Consideration and Possible Action on the following items:

1. Open Meeting  
**Mayor Fielder opened the meeting at 5:30 pm**
2. Roll Call  
**In attendance were Mayor Fielder, Council Members Lynch, Abruzzese and Siebold  
Council Member Navarrette was absent**
3. Consider a Resolution canvassing the Election Results of the May 9, 2015  
General and Special Election.  
**Mayor Fielder read the results of the elections and declared the winners:**

**General Election:**

<b><u>Mayor:</u></b>	Total Votes
Dan Michie	317
Chris Fielder	618
<b><u>Place 2</u></b>	
Michelle Stephenson	620
Kirsten Lynch	299
<b><u>Place 4</u></b>	
Ron Abruzzese	667
<b><u>Place 6</u></b>	
David Siebold	289
Troy Hill	631
<b><u>Special Election:</u></b>	
<b><u>Place 3, Unexpired Term</u></b>	
Shanan Shepherd	663
Jerry Perez	245

**Motion made by Council Member Lynch to accept the Resolution. Second by Council Member Siebold. Motion passes, all voting "aye"**

4. Adjourn  
**With there being no further business, the meeting adjourned at 5:32 pm**

Attest:

\_\_\_\_\_  
Christopher Fielder, Mayor

\_\_\_\_\_  
Debbie Haile, TRMC, City Secretary



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

Pat Bryson Municipal Hall  
201 North Brushy Street ~ Leander, Texas



Thursday ~ May 21, 2015 at 7:00 PM

**Mayor – Christopher Fielder  
Place 1 – Andrea Navarrette (Mayor Pro Tem)  
Place 2 – Michelle Stephenson  
Place 3 – Shanan Shepherd**

**Place 4 – Ron Abruzzese  
Place 5 – Jeff Seiler  
Place 6 – Troy Hill  
City Manager – Kent Cagle**

1. Open meeting, Invocation, Pledges of Allegiance

*Peter Horn with Hill Country Bible Church will deliver the invocation  
Posting of Colors by the Leander Honor Guard*

**Mayor Fielder opened the meeting at 7:05 pm and welcomed those in attendance  
Peter Horn with Hill Country Bible Church delivered the invocation  
Leander Honor Guard posted the colors and led the Pledges of Allegiance  
Alicia Carlisle sang the National Anthem**

2. Roll Call  
**All present**

3. Recognition of Kirsten Lynch and David Siebold for their service to the City of Leander  
**Mayor Fielder recognized Council Member Kirsten Lynch and Council Member Siebold for their service to the City and presented them with a Plaque of Appreciation and each Council Member shared their best wishes and thanked them for their service**

4. Swearing in of Council Members: Mayor, Place 2, Place 3, Place 4 and Place 6 by Judge Riedel  
*Council will break at this time for a short reception*  
**Associate Judge Riedel swore in the following newly elected Council Members:  
Michelle Stephenson – Place 2  
Shanan Shepherd – Place 3  
Ron Abruzzese – Place 4  
Troy Hill – Place 6  
Christopher Fielder – Mayor**

**Mayor Fielder called for a break at 7:55 pm for a reception in honor of Council Members Lynch and Siebold  
Council reconvened at 8:17 pm**

**Roll Call was taken again at this time – all present**

5. Staff Comments  
**No staff comments**

6. Citizen Comments: Three (3) minutes allowed per speaker  
*Please turn in speaker request form before the meeting begins*  
**Kathy Howell 11330 Old 2243 West – invited everyone to the Leander Presbyterian Church BBQ**  
**Dr. Vic Villarreal 713 Lantana – presented Kirsten Lynch and David Siebold with a an “I am ACC”**  
**Star and thanked them for their service to the City of Leander**

**CONSENT AGENDA: ACTION**

7. Approval of the minutes: May 7, 2015
8. Dedication and Acceptance of Subdivision Infrastructure Improvements for the Bluff at Crystal Falls, Section 3, Phase 3A
9. Dedication and Acceptance of Subdivision Infrastructure Improvements for Reagan’s Overlook Phase Two
10. License Agreement for the installation and maintenance of parking area and drive aisles located within the City right-of-way.

**Motion made by Council Member Navarrette to approve the consent agenda. Second by Council Member Abruzzese. Motion passes, all voting “aye”**

**Mayor Fielder moved to item #12 at this time**

**PUBLIC HEARING: ACTION**

11. **Public Hearing** on Zoning Case 15-Z-008: Consider a zoning change for 5.84 acres, more or less, for the properties located at 10800 and 10804 East Crystal Falls Parkway from SFS-2-B, Single Family Suburban and SFR-1-B, Single Family Rural to LO-2-B, Local Office, Leander, Williamson County, Texas. Applicant: David Singleton on behalf of Ron Barnett  
**Tom Yantis, Asst. City Manager explained**

**Action** on Zoning Case 15-Z-008: amending Ordinance #05-018, the Composite Zoning Ordinance for the properties located at 10800 and 10804 East Crystal Falls Parkway, Leander, Williamson County, Texas

**David Singleton, representative for the applicant explained**

**Motion made by Council Member Abruzzese to approve. Second by Council Member Seiler. Motion passes, all voting “aye”**

**REGULAR AGENDA**

12. a. Consideration and possible action on consenting to the Assignment and Assumption of Development Agreement for the Randall's Food Store and Shopping Center from Property Development Centers, LLC to Crystal Falls Shopping Center, LLC  
**Tom Yantis, Asst. City Manager explained**

**Motion made by Mayor Pro Tem Navarrette to approve. Second by Council Member Abruzzese. Motion passes, all voting “aye”**

b. Consideration and possible action on consenting to the Assignment and Assumption of Development Agreement for the Randall's Food Store and Shopping Center from Crystal Falls Shopping Center, LLC to Cypress Acquisitions, LLC

**Tom Yantis, Asst. City Manager explained**

**Motion made by Council Member Abruzzese to approve. Second by Council Member Shepherd. Motion passes, all voting "aye"**

**Mayor Fielder moved back to item # 11 at this time**

13. Presentation by Williamson County Commissioner, Valerie Covey, and Animal Shelter Director, Cheryl Schneider, on the Expansion of the Williamson County Animal Shelter

**Williamson County Commissioner Covey and Cheryl Schneider, Animal Shelter Director gave a presentation on the proposed expansion of the shelter**

14. Consider Agreement for Purchase and Ownership Transfer of Certain Waterline Improvements between the City of Leander and the City of Cedar Park for \$250,000.00

**Wayne Watts, City Engineer explained**

**Motion made by Council Member Seiler to approve. Second by Council Member Stephenson. Motion passes, all voting "aye"**

15. Consider Award of Construction Contract for Bagdad Road Traffic Signal Project

**Wayne Watts, City Engineer explained**

**Motion made by Mayor Fielder to approve. Second by Mayor Pro Tem Navarrette.**

**Motion passes, all voting "aye"**

16. Consider Board Member Appointments to the Planning & Zoning Commission and Parks and Recreation Advisory Board

**Council Member Abruzzese made a motion to appoint Marshall Hines to Place 7 on the Planning and Zoning Commission. Second by Mayor Pro Tem Navarrette. Motion passes, all voting "aye"**

**Council Member Abruzzese made a motion to appoint Christiane Schwendenmann to Place 1 on the Planning and Zoning Commission. Second by Council Member Stephenson. Motion passes, all voting "aye"**

**Council Member Abruzzese made a motion to appoint Jennifer Whitfield to the Parks and Recreation Advisory Board. Second by Council Member Hill. Motion passes, all voting "aye"**

17. Consider Council Liaison appointments to the Comprehensive Plan Steering Committee, Economic Development Board, and Public Arts Commission

**Motion made by Mayor Fielder to appoint Council Member Stephenson as Council Liaison to the Comprehensive Plan Steering Committee and David Siebold as a member on the Board. Second by Council Member Shepherd. Motion passes, all voting "aye"**

**Motion made by Mayor Fielder to appoint Council Members Shepherd and Hill as the Council Liaisons to the Economic Development Board. Second by Mayor Pro Tem Navarrette. Motion passes, all voting "aye"**

**Motion made by Mayor Fielder to appoint Council Member Seiler as the Council Liaison to the Public Arts Commission. Second by Mayor Pro Tem Navarrette. Motion passes, all voting "aye"**

18. Consider Appointments to the Capital Area Council of Governments (CAPCOG) Board  
**Kent Cagle, City Manager explained**

**Motion made by Mayor Fielder to appoint Council Member Abruzzese to the CAPCOG Board.  
Second by Council Member Seiler. Motion passes, all voting "aye"**

19. Consider Appointments to the Board Selection Committee  
**Motion made by Mayor Fielder to appoint Pro Tem Navarrette and Council Member Stephenson to the Board Selection Committee. Second by Council Member Seiler. Motion passes, all voting "aye"**
20. Consider Agreed Order with TCEQ, Docket No. 2015-0445-WQ-E  
**Wayne Watts, City Engineer explained**

**Motion made by Council Member Stephenson to approve. Second by Council Member Shepherd.  
Motion passes, all voting "aye"**

**Mayor Fielder moved to item # 24 at this time**

**EXECUTIVE SESSION**

21. Convene into executive session pursuant to Section 551.072, Texas Government Code, to deliberate the value and acquisition of real property for a fire station

**Council convened into executive session at 9:15 pm  
Council reconvened into open session at 9:30 pm**

22. Reconvene into open session to take action as deemed appropriate in the City Council's discretion regarding the value and acquisition of real property for a fire station
23. Consideration and possible action on an Earnest Money Contract with Jimmie Anderson and Dorothy Anderson for the purchase of approximately 3.046 acres

**Motion made by Mayor Pro Tem Navarrette to authorize the City Manager to finalize negotiation of and enter the Earnest Money Contract with Jimmie Anderson and Dorothy Anderson for the purchase of approximately 3.046 acres, consistent with the letter of intent. Second by Council Member Stephenson. Motion passes, all voting "aye"**

24. Council Members Closing Statements  
**Council Members gave their closing statements**
25. Adjournment  
**With there being no further business, the meeting adjourned at 9:31 pm**

Attest:

\_\_\_\_\_  
Christopher Fielder, Mayor

\_\_\_\_\_  
Debbie Haile, TRMC, City Secretary



**Executive Summary**

**June 4, 2015**

**Subject:** Approval of the Liberty Fest *Site Use Permit Agreement* with Austin Community College

**Background:** Attached for Council consideration is a *Site Use Permit Agreement* for this year's Liberty Fest. The Festival will again be on the Austin Community College property east of Capital Metro's Leander Station.

Liberty Fest is scheduled for Saturday, July 4<sup>th</sup>.

**Financial Consideration:** None.

**Recommendation:** Staff respectfully recommends Council approval of the Liberty Fest Site Use Permit Agreement and authorization for the City Manager to execute the agreement on behalf of the City.

**Attachments:** *Site Use Permit Agreement*

**Prepared by:** Stephen Bosak, Parks & Recreation Director

## USE PERMIT AGREEMENT

STATE OF TEXAS                   §  
WILLIAMSON COUNTY           §

**THIS PROPERTY USE AGREEMENT** (the "Agreement") is entered into on this \_\_\_ day of \_\_\_\_\_ 2015 by Austin Community College (the "Owner") and the City of Leander, a Texas home rule municipality (the "City"). Hereinafter sometimes referred to collectively as the Parties.

**Whereas**, the City wishes to use the property identified in Exhibit A that is hereby attached and made part of this Agreement and located in the outlined area noted as the "Festival Site" of the Site Map, Leander, Texas, (herein the "Property") for Liberty Fest 2015 ("Liberty Fest") to be open to the public on July 4, 2015 and for parking only on July 5, 2015 to observe fireworks if Liberty Fest is weathered out July 4, 2015; and

**NOW, THEREFORE**, for and in consideration of the above recitals and the terms, conditions and agreements stated in this Agreement and for and in consideration of Ten and No/100 Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**Section 1.     Property Maintenance.** Owner hereby authorizes the City to use the Property, to the extent agreed by the Parties, for the term of this Agreement, for the purposes of hosting Liberty Fest. The City shall not suffer, allow or permit the Property to be damaged. The City shall clean the Property before and after each use to remove any litter, filth or other offensive material and to return the Property to the state such Property was in prior to use by the City. The City shall mow the Property, as needed before Liberty Fest.

**Section 2.     Duration or Termination of Agreement.** This Agreement shall become effective on March 1, 2015 and shall continue in force until July 10, 2015 (the "Term"). This Agreement may be terminated: (a) for cause in the event that either Party materially breaches the terms of this Agreement and fails to cure after notice and thirty (30) days to cure; (b) on thirty (30) days advance written notice by either party to the other party; or (c) the City cancels the event.

**Section 3.     Rights and Duties of the City.** The City, its employees, officers, agents, contractors, and invitees, shall be permitted to utilize the Property for the term of this agreement for the purpose of Liberty Fest. The City shall:

- (a) Have a right to ingress and egress from the Property and use of the Property under the terms of this Agreement subject to the reasonable rules and regulations established by the Owner.
- (b) Not discriminate against any person based on race, religion, creed, national origin, sex, disability or any other legally protected classification.
- (c) Not convey, assign or otherwise subcontract this Agreement to any other person or entity without the express, written agreement of the Owner.
- (d) Not permit, suffer or allow any activities of the City to interfere with any other facilities or activities on the Property.
- (e) Maintain risk pool insurance in the amount of \$3,000,000 for each occurrence, to cover any incidents, injuries or occurrence related to the City's use of the Property, and provide the Owner with copies of certificates of insurance demonstrating compliance with this subsection prior to the date of the event. Such insurance coverage shall name Owner as an additional insured. The City waives all rights against Owner for damages caused by any peril to the extent covered by insurance provided under the insurance requirements of this Agreement. City shall require similar waivers by subcontractors. All insurance policies required hereunder shall permit and recognize such waivers of subrogation.
- (f) Pay the fees associated with this use permit timely as provided in Section 5.

- (g) Not permit any construction or alteration of any buildings or facilities which has not been expressly approved by the Owner.
- (h) Provide portable restroom facilities and hand washing stations for the duration of Liberty Fest, which facilities shall be removed prior to the end of the Term.
- (i) Allow not-for-profit and for-profit vendors to sell food, beverage and other complimentary goods for the purpose of providing attendees with goods and services consistent with the purpose of the event.
- (j) Provide temporary electrical service and water service.
- (k) Provide security and traffic control as needed, during Liberty Fest.
- (l) Provide fire and EMS personnel during Liberty Fest.
- (m) Provide all labor, equipment and materials to set-up, hold, breakdown and clean-up Liberty Fest. The breakdown and clean-up of Liberty Fest shall begin immediately after the end of the event and shall be completed no later than July 10, 2015.
- (n) Provide Owner recognition as a Grand Finale Sponsor on brochures, flyers and banners.

**Section 4. Owner's Rights and Duties.** The Owner agrees that for the sole consideration expressed herein, the City shall have use of the Property as described. The Owner shall not charge any additional rental or admission fees to the City except as provided in Section 5. The Owner shall:

- (a) Not suffer, permit or allow the Property to be utilized in a manner inconsistent with the intended use as a location for sponsoring the event.
- (b) Provide at least 30 days written notice to the City should the Owner need to use the Property on a date the City is scheduled to use the Property.

**Section 5. Fees and Costs of Usage.** The City shall pay the Owner a fee of Ten Dollars (\$10.00) for use the Property pursuant to this Agreement (the "Use Fee") within five (5) days of execution of this Agreement.

**Section 6. Notices.** Any notice required or desired to be given under this Agreement shall be in writing and shall be personally delivered or given by mail. Any notice given shall be deemed to have been given when hand delivered or, if mailed, as of seventy-two hours from the time when notice was deposited in the United States mails (certified or registered, return receipt requested, postage prepaid), addressed to the party to be served with a copy as indicated herein. Either party may change its address for purposes of notice by giving notice of such change of address to the other party.

To Owner At:  
 Austin Community College  
 9101 Tuscany Way  
 Austin, TX 78754  
 Attn: William Mullane

To City At:  
 City of Leander  
 P.O. Box 319  
 Leander, TX 78646  
 Attn: City Manager

**Section 7. Amendments and Changes.** No alteration, addition or amendment to the terms of this Agreement shall be made except by a formal written amendment hereto executed by both parties. Any and all agreements heretofore made, if any, between the parties regarding the subject matter of this Agreement have been reduced to writing and are contained herein. This Agreement states the sole and exclusive terms of the agreement between the parties regarding the subject matter of this Agreement, and any and all prior agreements, regarding such subject matter, not set forth herein are null and void.

**Section 8. Indemnity.** To the extent authorized by law, the City agrees to indemnify and hold harmless Owner and its officers, directors, agents, employees and representatives from and against all liability for any and all claims, suits, demands, and/or actions arising from or based upon intentional or negligent acts or omissions on the part of the City which may arise out of or result from City's occupancy or use of the Property and/or activities conducted in connection with or incidental to this Agreement.

**Section 9. 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 10. Prohibition of Exclusive Right.** It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right.

**Section 11. Severability.** In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein. However, if City's obligation to pay the fee set forth in Section 5 or any other payment due to be paid by the City pursuant to this Agreement is determined to be invalid or unenforceable, this Agreement shall terminate.

**IN WITNESS WHEREOF**, the parties have executed this Agreement by their officers thereunto duly authorized and such Agreement is effective as of the first date indicated above.

**OWNER: Austin Community College**

**CITY: City of Leander, Texas**

By: \_\_\_\_\_  
9101 Tuscan Way  
1301 Capit  
Austin, TX 78754

By: \_\_\_\_\_  
Kent Cagle, City Manager  
P.O. Box 319  
Leander, TX 78646

Attest:

Attest:

By: \_\_\_\_\_

By: \_\_\_\_\_

Name & Title: \_\_\_\_\_

Debbie Haile, City Secretary



**Executive Summary**

June 4, 2015

**Subject:** Approval of Street Closures for Liberty Fest

**Background:** Liberty Fest will again be held on the Austin Community College Property in the TOD. The event is scheduled for Saturday, July 4<sup>th</sup> beginning at 6 pm. Should we experience bad weather on the Fourth the fireworks would be held on Sunday, July 5<sup>th</sup>. On-site parking will be provided on the east side of the ACC property with entrances at three locations (two from the 183A access road and one from Hero Way). At the end of the event vehicles will be allowed to exit at four locations, with the fourth location being on Mel Mathis Avenue.

Staff proposes the following street closures:

- Mel Mathis Avenue from 4pm to 9:30 pm between Hero Way and East San Gabriel Parkway to allow only emergency and service vehicles ingress and egress. After the fireworks the public will be allowed to exit onto Mel Mathis and from the three other locations that earlier served as festival entrances. (If fireworks are shot on Sunday the closures would be from 8 pm to 9:30 pm.)
- Hero Way eastbound traffic from US 183 to the 183A Toll Way from 4 pm to 9:30 pm. Northbound traffic on US 183 will be routed to eastbound San Gabriel Parkway to the southbound 183A service drive to the parking a(If fireworks are shot on Sunday the closures would be from 8 pm to 9:30 pm.)

**Origination:** Parks & Recreation

**Financial Consideration:** None

**Recommendation:** Staff respectfully requests Council approval to close Mel Mathis Avenue and Hero Way from 4 pm to 9:30 pm on Saturday, July 4, 2014, or if needed, on Sunday July 5<sup>th</sup> from 8 pm to 9:30 pm.

**Attachments:** Traffic Plan Map

**Prepared by:** Stephen Bosak, Parks & Recreation Director



# Liberty Fest 2015



Additional Barricades at San Gabriel Pkwy (4 PM until end of Fireworks) - NOT SHOWN -

Command and Communication

EXIT - AFTER EVENT ONLY RIGHT TURN ONLY

800' Radius from launch point

MAIN ENTRANCE Entrance / Exit A RIGHT TURNS ONLY (One Way Road) (Police Vehicle and Cones)

Fun Zone

Kid's Train Ride

Pedestrian Entrance Blue

Pedestrian Entrance White

Pedestrian Entrance Red

Restrooms

CANOPY AREA

Restrooms

STAGE

VENDORS

EVENT PARKING - 2 ROWS

560' radius from launch point

Mel Mathis Ave Closed to traffic at 4 PM

Barricades (4 PM until end of Fireworks)

Barricades (4 PM until end of Fireworks)

Controlled Intersection (3 Police Vehicles)

Controlled Intersection Hero Way east of US 183 closed (Barricades 4 PM until end of Fireworks)

Barricades (4 PM until end of Fireworks)

Entrance / Exit B ENTRY RIGHT TURN ONLY EXIT BOTH DIRECTIONS AFTER EVENT (Police Vehicle and Cones)

US 183

METRO DR

N US 183

OLD 2243 WEST

MEL MATHIS AVE

EMERGENCY ONLY

163A TOLL RD FR SB

163A TOLL RD SB

163A TOLL RD FR NB

TOLL RD NB



**Executive Summary**

**June 4, 2015**

**Subject:** Approval to Accept Ownership for the Lakewood Park Properties

**Background:** The City will soon be in the position to accept the ownership of the five properties that will become 125-acre Lakewood Community Park. Four of the five properties are being held by the Williamson County Park Foundation to maintain eligibility for the Texas Parks & Wildlife Department (TPWD) grant that was awarded earlier this year. The fifth property is owned by Buffington Capital Holdings and it will be accepted at a later date when the developer plats Phase Two of the Crystal Springs Residential Development. All of the properties are being dedicated through requirements of the Parkland Dedication Ordinance.

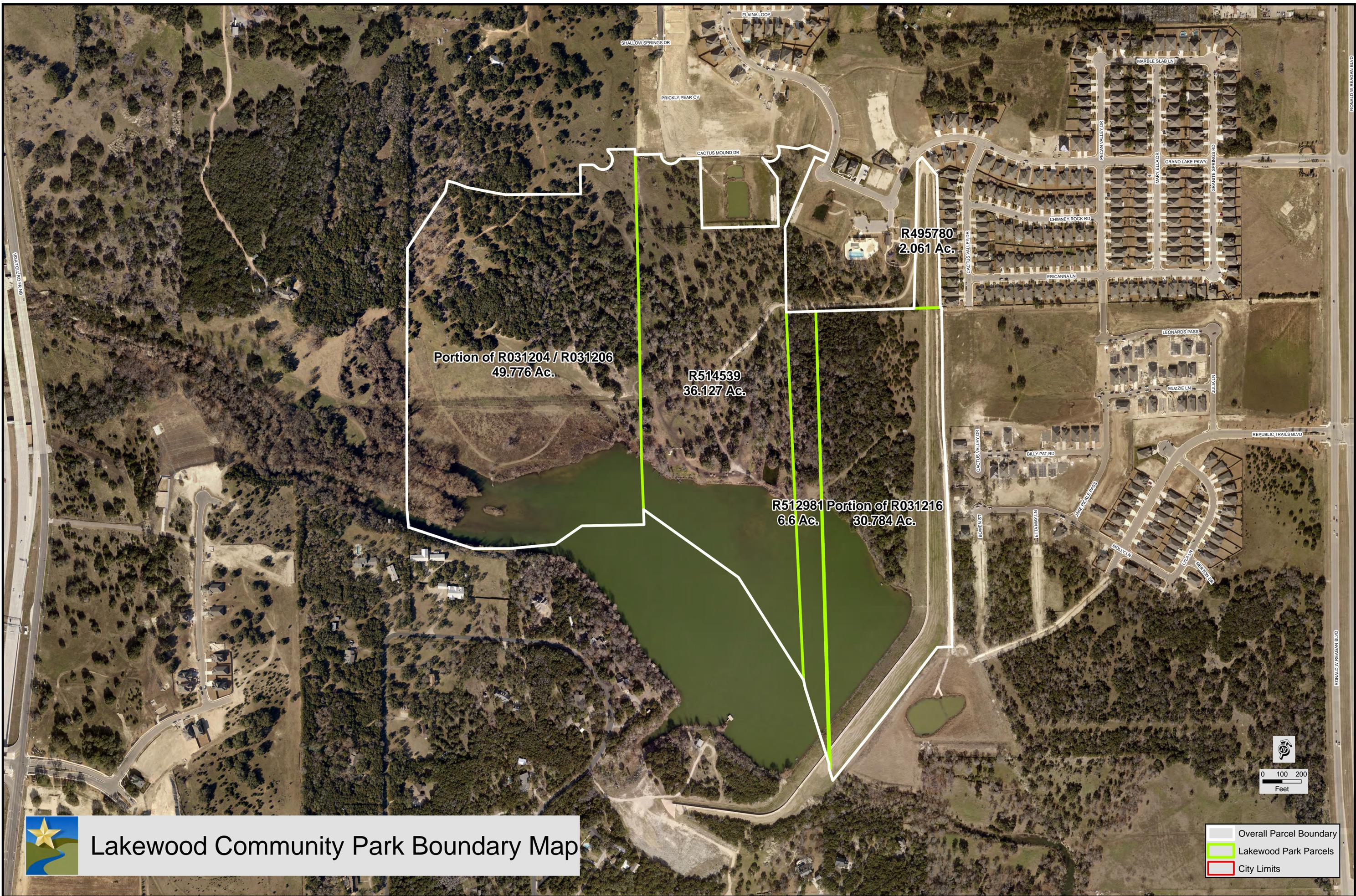
Please be advised that staff has completed the grant contracting process, required environmental surveys are underway (karst, bird and cultural resources), and the property appraisal is under review. Once TPWD approves the appraisal we may then accept title to the properties. Once the land is under City ownership the next step in the grant process will be to prepare construction plans for review and approval by TPWD. Construction is anticipated to begin sometime after the first of next year.

**Financial Consideration:** The short-term costs will be minimal and consist of County filing fees. Long-term costs will be for construction and perpetual maintenance.

**Recommendation:** Staff respectfully requests Council authorization to transfer ownership to the City for the Lakewood Park properties and authorization for the City Manager to execute all required documentation.

**Attachments:** Aerial Photo Boundary Map

**Prepared by:** Stephen Bosak, Parks & Recreation Director



Portion of R031204 / R031206  
49.776 Ac.

R514539  
36.127 Ac.

R495780  
2.061 Ac.

R512981 Portion of R031216  
6.6 Ac.

30.784 Ac.



# Lakewood Community Park Boundary Map



- Overall Parcel Boundary
- Lakewood Park Parcels
- City Limits



**Executive Summary**

**May 21, 2015**

---

**Agenda Subject:** Zoning Case 15-Z-008: Hold a public hearing and consider action on the rezoning of 5.84 acres more or less, located at 10800 and 10804 East Crystal Falls Parkway, WCAD ID #R031214 and #R031215. Currently, the property is zoned Interim SFS-2-B (Single Family Suburban) and Interim SFR-1-B (Single Family Rural). The applicant is proposing to zone the property to LO-2-B (Local Office), Leander, Williamson County, Texas.

**Background:** This request is the final step in the zoning process.

**Origination:** Applicant: David Singleton on behalf of Ron Barnett.

**Financial Consideration:** None

**Recommendation:** See Planning Analysis. The Planning & Zoning Commission recommendation will be available at the meeting.

**Attachments:**

1. Planning Analysis
2. Current Zoning Map
3. Location Map
4. Proposed Zoning Map
5. Aerial Map
6. Letter of Intent
7. Neighborhood Letter
8. Ordinance
9. Minutes–Planning & Zoning Commission May 14, 2015

**Prepared By:** Tom Yantis, AICP  
Assistant City Manager

05/12/2015



## PLANNING ANALYSIS

ZONING CASE 15-Z-008  
10804 E Crystal Falls Pkwy

### GENERAL INFORMATION

**Owner:** Ron Barnett

**Current Zoning:** Interim SFR-1-B (Single-Family Rural)  
Interim SFS-2-B (Single-Family Suburban)

**Proposed Zoning:** LO-2-B (Local Office)

**Size and Location:** The property is located at 10804 E Crystal Falls Pkwy and is 5.84 acres in size more or less.

**Staff Contact:** Robin M. Griffin, AICP  
Senior Planner

### ABUTTING ZONING AND LAND USE:

The table below lists the abutting zoning and land uses.

	ZONING	LAND USE
NORTH	Interim SFS-2-B	Wylie Middle School
EAST	LC-1-B SFC-2-B	Developed Commercial Use (Good Earth Day School) Proposed Crystal Springs Residential Subdivision
SOUTH	Interim SFR-1-B	Developed Single Family Home
WEST	GC-2-A	Undeveloped Commercially Zoned Property

<b>COMPOSITE ZONING ORDINANCE INTENT STATEMENTS</b>
---

**USE COMPONENTS:****LO – LOCAL OFFICE:**

*Features:* Office, assisted living, day care. Hours of operation: 7:00 a.m. to 10:00 Sun.-Thurs., 7:00 a.m. to 11:00 p.m. Fri. and Sat.

*Intent:* Development of small scale, limited impact office uses or similar uses which may be located adjacent to residential neighborhoods. Access should be provided by a collector or higher classification street. This component is intended to help provide for land use transitions from local or general commercial or from arterial streets to residential development.

**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 35% 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 generally not intended to be utilized with LI 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.

**ARCHITECTURAL COMPONENTS:****TYPE B:**

*Features:* 85% masonry 1<sup>st</sup> floor, 50% overall; 4 or more architectural features.

*Intent:*

- (1) The Type B architectural component is intended to be utilized for the majority of residential development except that which is intended as a Type A architectural component.
- (2) Combined with appropriate use and site components, this component is intended to help provide for harmonious land use transitions.
- (3) This component may be utilized to raise the building standards and help ensure compatibility for non-residential uses adjacent to property that is more restricted.
- (4) This component is intended for the majority of the LO and LC use components except those meeting the intent of the Type A or C architectural components.

## COMPREHENSIVE PLAN STATEMENTS:

The following Comprehensive Plan statements may be relevant to this case:

- Provide Opportunities for coordinated, well-planned growth and development that are consistent with the Comprehensive Plan.
- Plan for continued growth and development that improves the community's overall quality of life and economic viability.
- Strive for a fiscal balance of land uses that will create a positive impact upon the City of Leander's budget and overall tax base.

## ANALYSIS:

The applicant is requesting to rezone the property from SFR-1-B (Single-Family Rural) and Interim SFS-2-B (Single-Family Suburban) to LO-2-B (Local Office) in order to develop an office use at this location. The property to the north is currently developed as the Wylie Middle School. The property to the west is zoned for GC-2-A (General Commercial) uses, but is not developed. There is an established single-family home located to the south and the proposed Crystal Springs residential neighborhood located to the east.

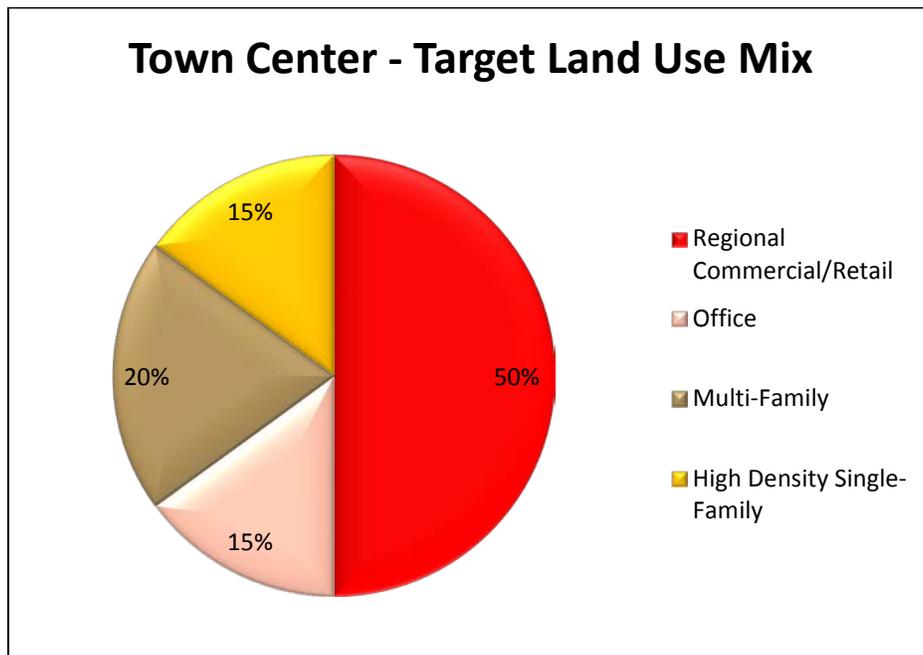
The Local Office use component allows for the development of small scale, limited impact office uses or similar uses which may be located adjacent to residential neighborhoods. In addition, access should be provided by a collector or higher classification street. This project will have access from East Crystal Falls Parkway, an arterial street. The intent of this use component is to provide for land use transitions from local or general commercial or from arterial streets to residential development.

The Type 2 site component prohibits outdoor storage and display, outdoor entertainment, outdoor fuel sales, and overhead commercial doors. The intent of this site component is to be paired with non-residential use components for properties located adjacent to a residential district and to provide an orderly transition of development intensity.

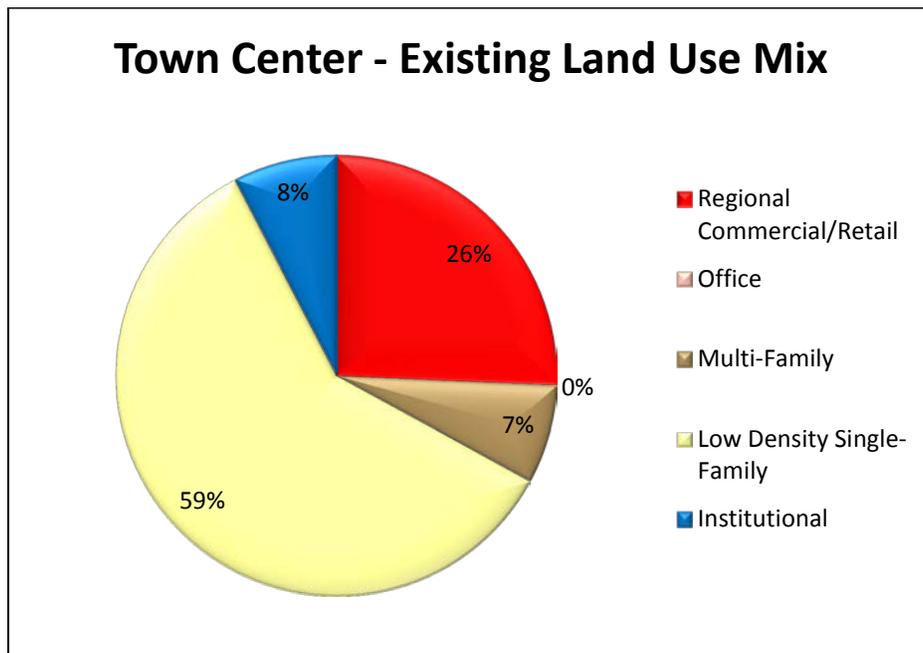
This property is located within a Town Center Node as identified by the Future Land Use Map. This node is intended to be located at the intersections of major arterials within the community. These nodes are approximately one mile in diameter and incorporate approximately 500 acres. These areas are intended for large scale commercial, retail and office uses that require locations with direct access to major arterials and that serve both the community and a larger trade area outside the city limits. These areas are also intended for high density multi-family and single-family housing. Development within these nodes should be integrated through internal streets and should provide pedestrian and bicycle connections to adjacent residential neighborhoods.

All nodes designated by the Future Land Use Plan seek to have the most intense development closest to the center of the node, and to have reduction in intensity of development as it moves

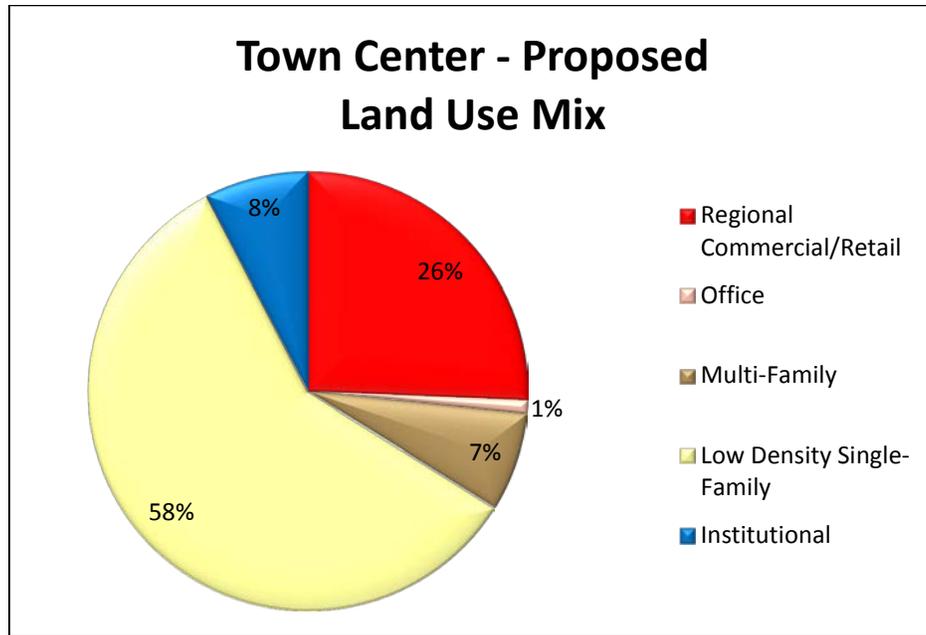
out from the center of those nodes. The graph below shows the target mix of land uses within the Town Center Node.



The current land use mix does not meet the target mix shown in the Comprehensive Plan. Currently, the predominant land use is low density residential with a limited amount of office and multi-family. The current land use mix is shown in the graph below.



The proposed zoning change brings the land use mix closer to compliance with the Comprehensive Plan regarding the percentage of office uses. The proposed land use mix is shown in the graph below.

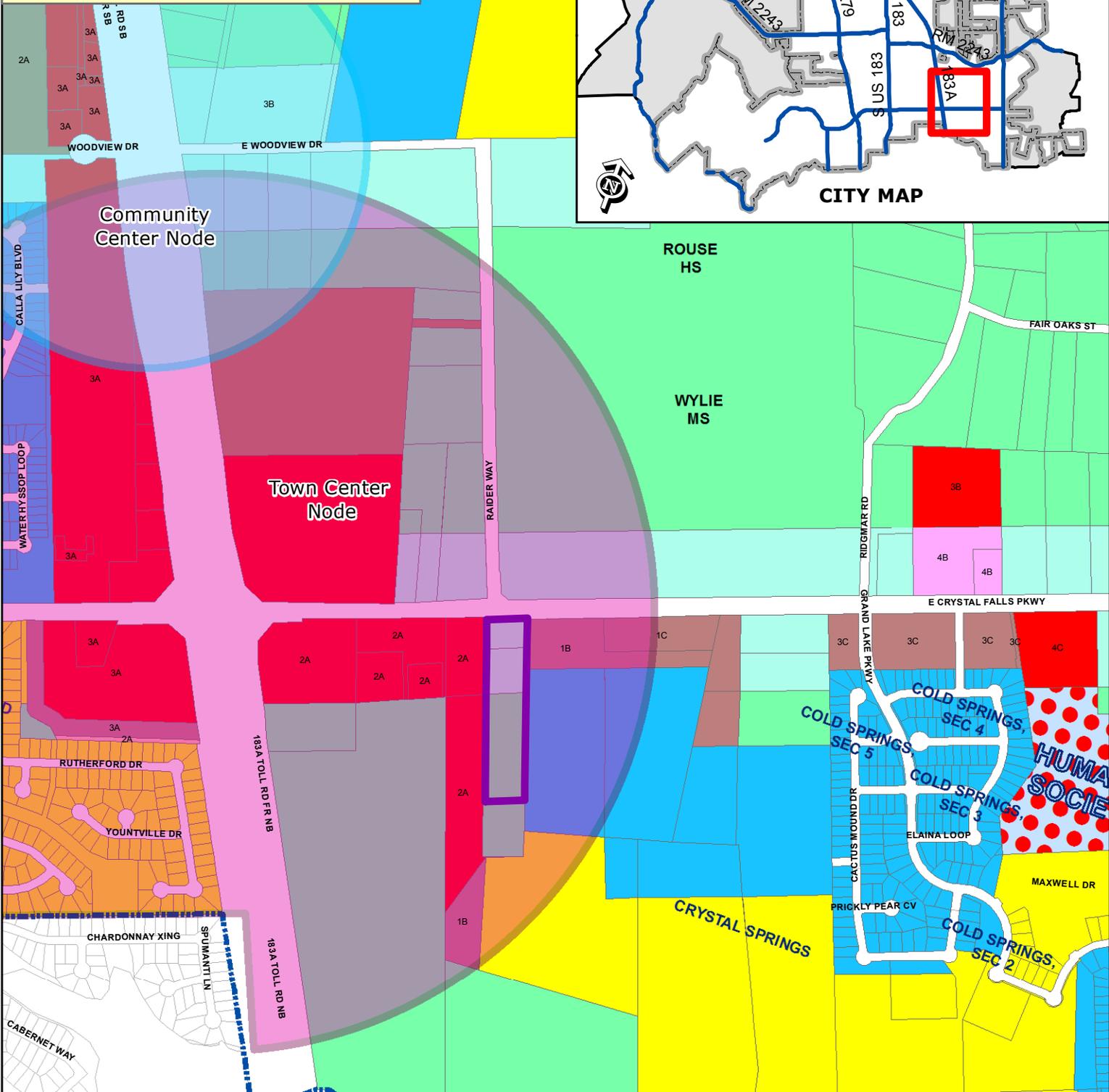
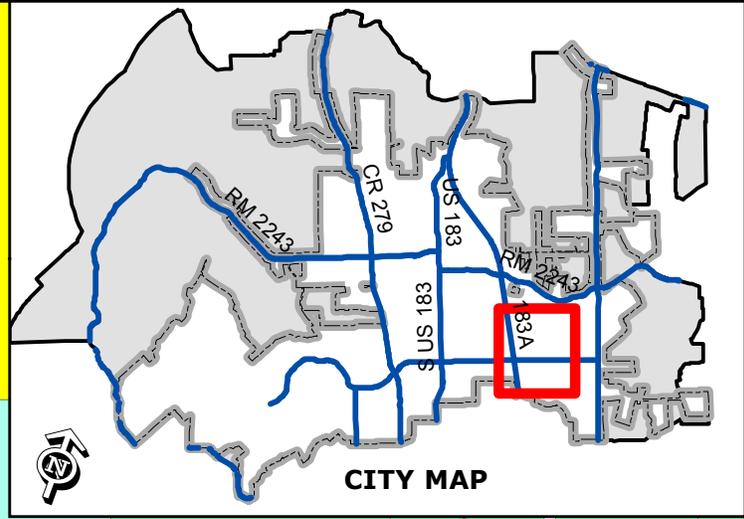


**STAFF RECOMMENDATION:**

Staff recommends approval of the requested zoning change. The requested LO-2-B (Local Office) district will help bring the land use mix closer to compliance with the Town Center Node land use mix. Additionally, the location of the requested LO-2-B district adjacent to the proposed and existing residential is consistent with the intent of the future land use plan goals and the intent statements of the Composite Zoning Ordinance. This proposed zoning change will serve as a buffer between the more intense development and the single-family neighborhoods. This request is in compliance with the Comprehensive Plan and the intent statements of the Composite Zoning Ordinance.



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



# ZONING CASE 15-Z-008

## Attachment #3

Location Map  
10804 Crystal Falls Pkwy

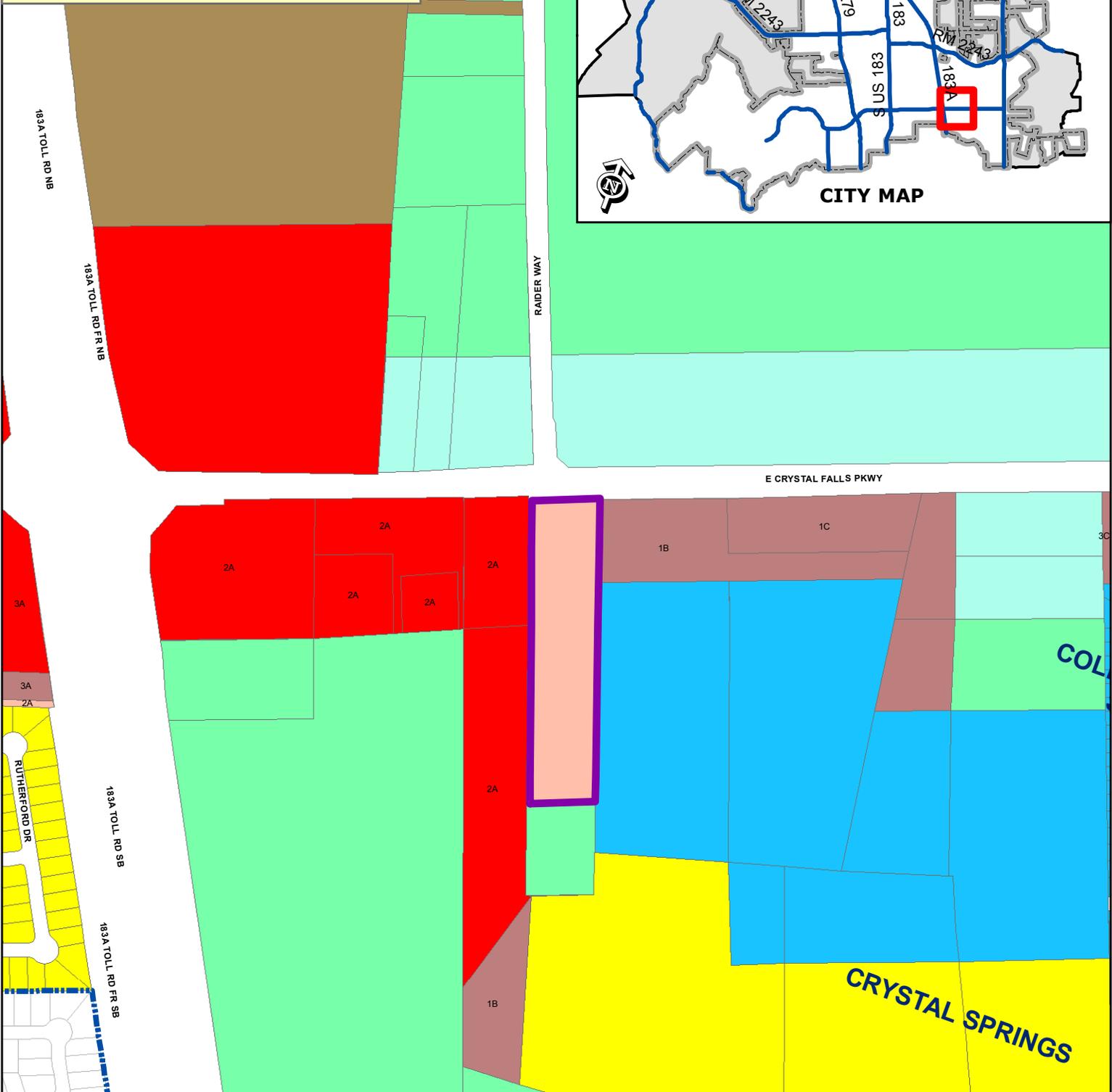
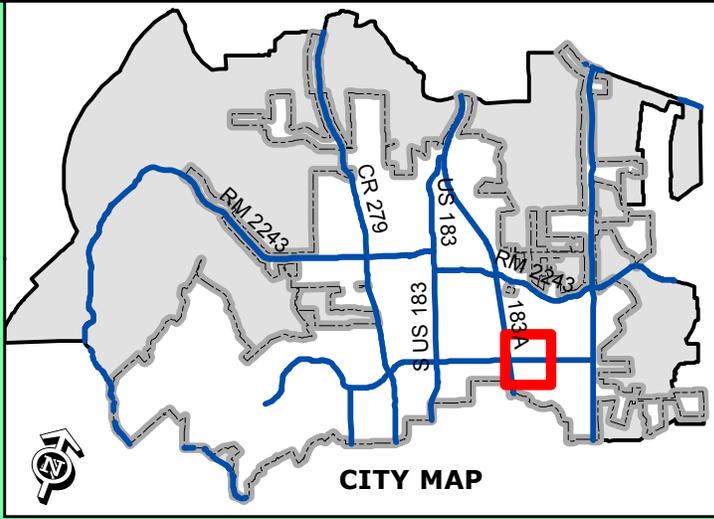


-  Subject Property
-  City Limits

 SFR	 SFT	 GC
 SFE	 SFU/MH	 HC
 SFS	 TF	 HI
 SFU	 MF	 PUD
 SFC	 LO	
 SFL	 LC	

0 200  
Feet

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**ZONING CASE 15-Z-008**

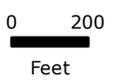
**Attachment #4**

Proposed Zoning  
10804 Crystal Falls Pkwy

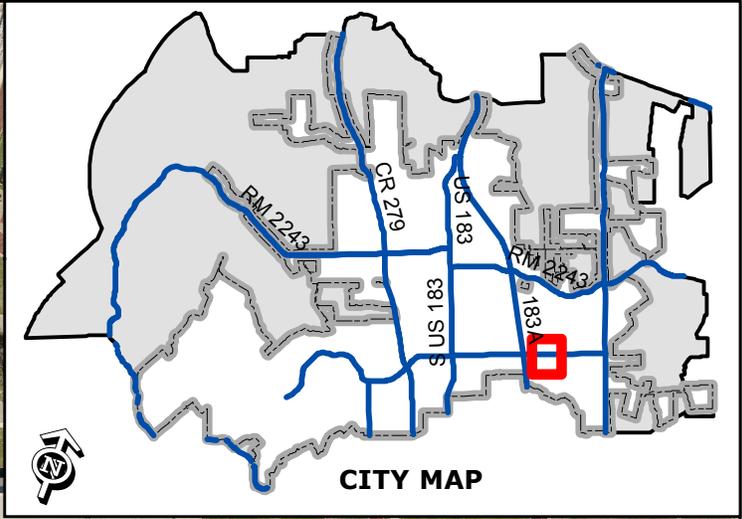
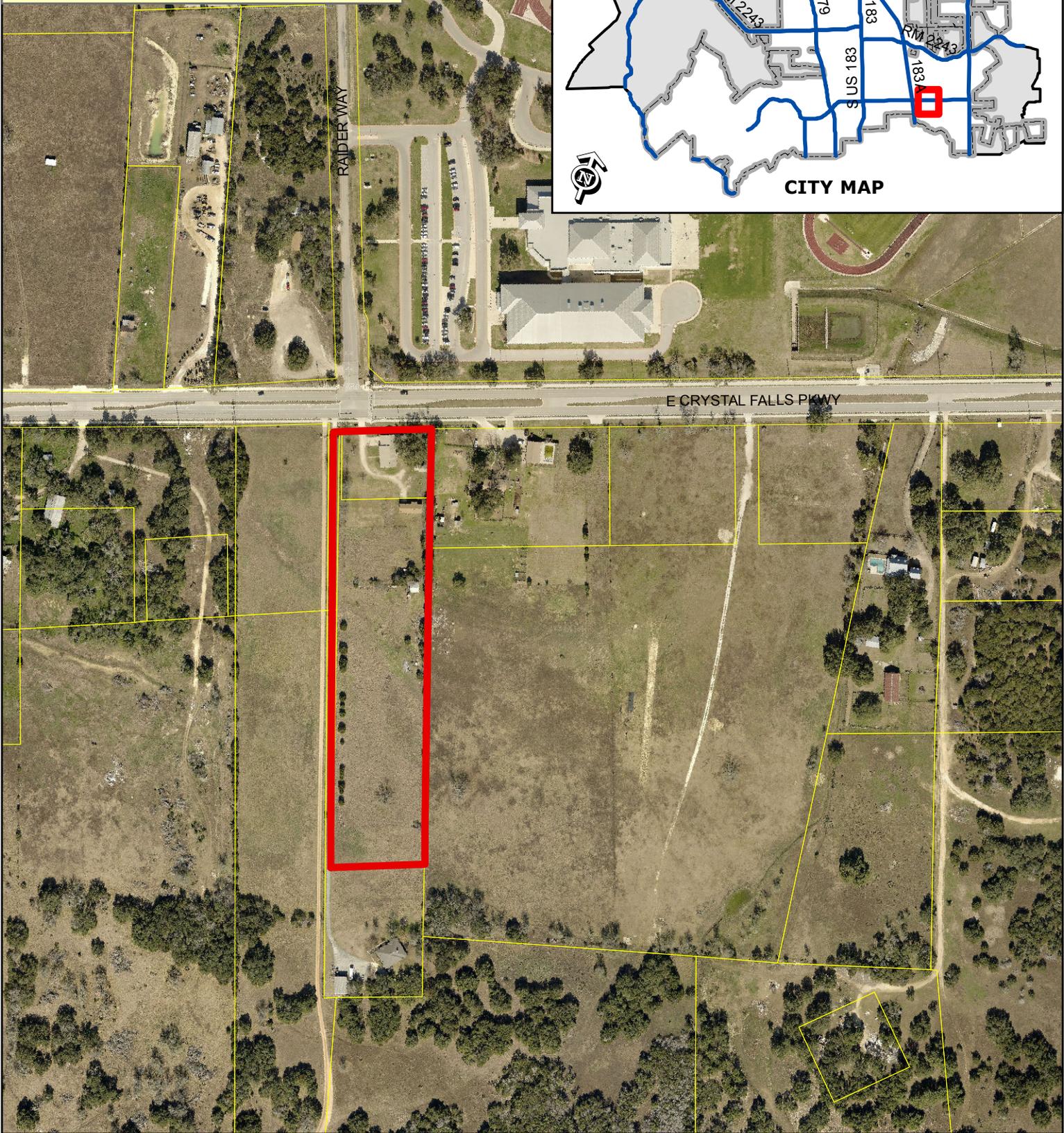


-  Subject Property
-  City Limits

 SFR	 SFT	 GC
 SFE	 SFU/MH	 HC
 SFS	 TF	 HI
 SFU	 MF	 PUD
 SFC	 LO	
 SFL	 LC	



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CITY MAP

### ZONING CASE 15-Z-008 Attachment #5

Aerial Exhibit - Approximate Boundaries  
10804 Crystal Falls Pkwy



-  Subject Property
-  City Limits

5/6/15

RE: Zoning Change

Gentlemen:

I'm writing regarding the proposed zoning change next to my property located at 10760 E. Crystal Falls Pkwy. It is my understanding that David Singleton is handling this for the present property owner. I think the highest and best use of this property is light commercial; however I overwhelmingly support Mr. Singleton's application on the use of office at this location.

Please call if you need additional comments or information.

Sincerely,  
  
Richard Davis

April 14, 2015

To: Ms. Robin Griffin, AICP  
Senior Planner, City of Leander Planning Dept.  
104 North Brushy Street  
Leander, TX 78641

From: David Singleton, Southwest Land Services, Inc.

Re: Zoning Change Application  
10804 E. Crystal Falls Parkway  
Leander, Texas 78641

---

On behalf of Ron and Carrie Barnett, we are submitting the enclosed Zoning Application to rezone the referenced property from SFS-2-B and SFR-1-B to LO-2-B (Local Office) zoning. The Owner wishes to redevelop the site from an existing single single-family home to several local office lots, more specifically to enable the construction of a dental office at the intersection of Crystal Falls Parkway and Raider Way. We anticipate one or two additional Local Office lots will be created immediately behind the dental practice along the proposed alignment of the extension of Raider Way.

The topography of the site is relatively flat with slopes of less than two (2) percent. The property has several large oak trees that will be cataloged and protected in accordance with the City's Site Development Ordinance.

A wastewater line extension along the rear property line of the adjacent commercial lot will be required to provide wastewater flows for the first phase of development. Water service is currently available at the front of the property and is of sufficient size, pressure and volume to provide appropriate fire-flows to the project.

We respectfully solicit Staff's recommendation for approval of the request and welcome any questions you have in regard to the request.

Sincerely,

David Singleton

**ORDINANCE NO #**

**ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING OF A PORTION OF A TRACT FROM INTERIM SFS-2-B (SINGLE-FAMILY SUBURBAN) AND INTERIM SFR-1-B (SINGLE-FAMILY RURAL) TO LO-2-B (LOCAL OFFICE); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.**

**Whereas**, the owner of the property described herein after (the "Property") has requested that the Property be rezoned;

**Whereas**, after giving at least ten days written notice to the owners of land within two hundred 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 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, 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 tract of land, which is herein referred to as the "Property." That certain portion of a parcel of land being 5.84 acres, more or less, located at 10800 & 10804 East Crystal Falls Parkway, Leander, Williamson County, Texas, being more particularly described in Exhibit "A", legally described as 5.84 acres out of the Walter Campbell Survey, Abstract No. 3; identified by tax identification numbers R031214 and R031215; more particularly described in document number 2014083342 recorded in the Williamson County Official Public Records.

**Section 4. Property Rezoned.** The Zoning Ordinance is hereby amended by changing the zoning district for the Property from Interim SFS-2-B (Single-Family Suburban) and SFR-1-B (Single-Family Rural) to LO-2-B (Local Office) as shown in Exhibit "A".

**Section 5. Recording Zoning Change.** The City Council directs the City Secretary 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 21<sup>st</sup> day of May, 2015.  
**FINALLY PASSED AND APPROVED** on this the 4<sup>th</sup> day of June, 2015.

**THE CITY OF LEANDER, TEXAS**

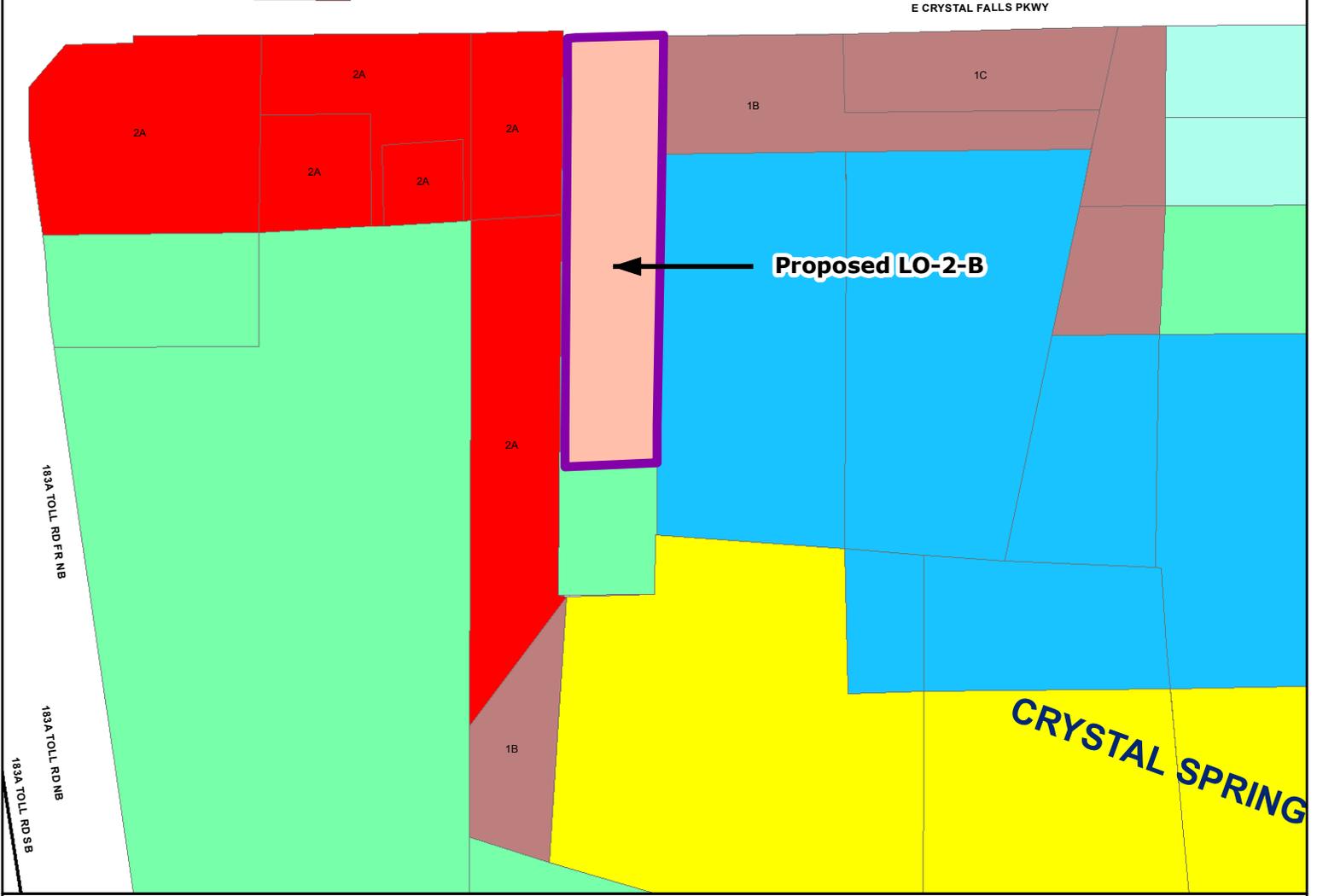
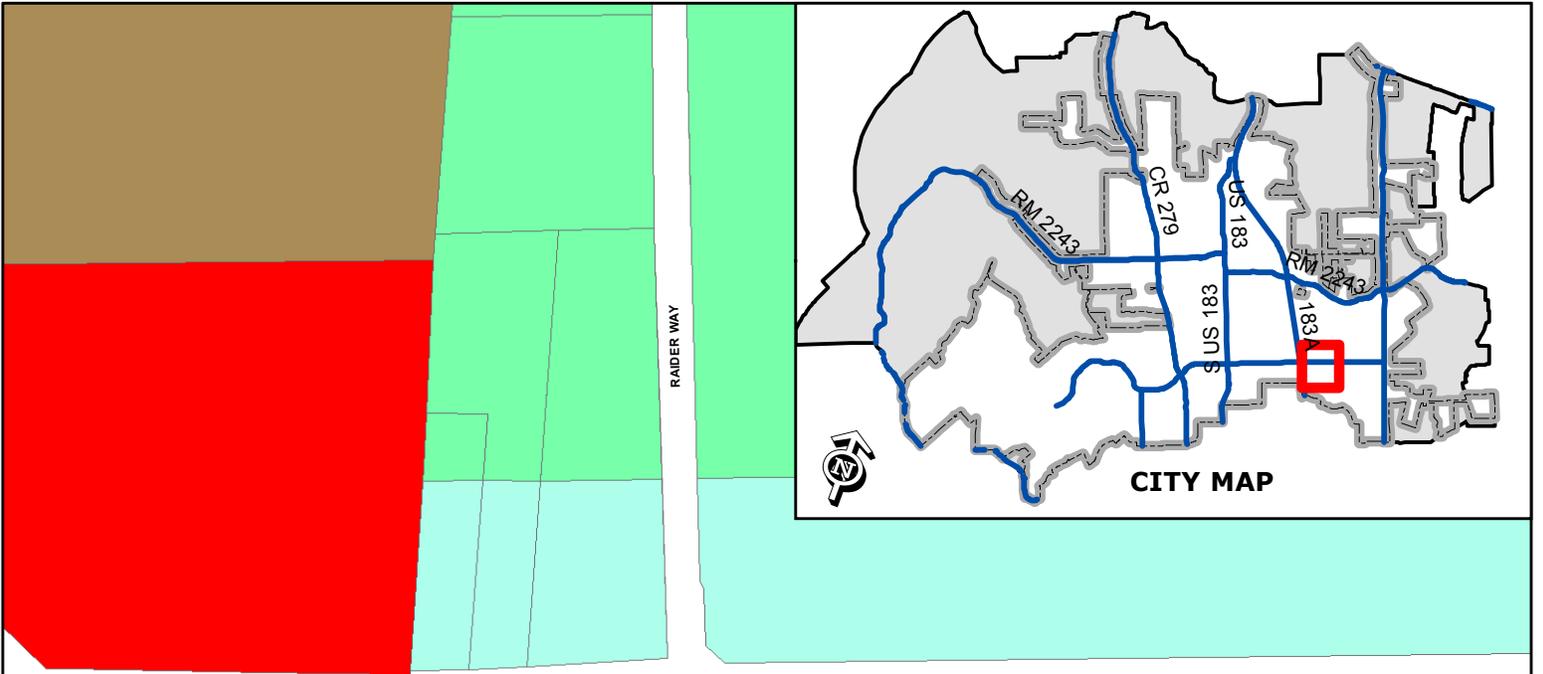
**ATTEST:**

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Christopher Fielder, Mayor

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Debbie Haile, City Secretary



**ZONING CASE 15-Z-008**

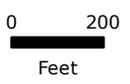
**Exhibit A**

Zoning Map  
10804 East Crystal Falls Pkwy



-  Subject Property
-  City Limits

- |   |  |   |
|---|--|---|
|  SFR |  SFT    |  GC  |
|  SFE |  SFU/MH |  HC  |
|  SFS |  TF     |  HI  |
|  SFU |  MF     |  PUD |
|  SFC |  LO     |   |
|  SFL |  LC     |   |





**Executive Summary**

**June 4, 2015**

**Council Agenda Subject:** Consider Dedication and Acceptance of Subdivision Infrastructure Improvements for The Bluff at Crystal Falls, Section 3, Phase 3E

**Background:** The subdivision infrastructure improvements required for The Bluff at Crystal Falls, Section 3, Phase 3E, Subdivision have been installed, inspected, and found to be satisfactorily completed. All documentation required for acceptance of the subdivision has been received, including record drawings, statement of substantial completion prepared by a Professional Engineer licensed in the State of Texas, copies of all inspection reports and certified test results, electronic files of the improvements and final plat, affidavit of all bills paid, and a two-year term Maintenance Bond. The Maintenance Bond will commence its two year term upon City Council acceptance, as anticipated, on **June 4, 2015**, which will provide warranty and maintenance coverage for the infrastructure improvements through **June 4, 2017**. The Engineering Department will perform a formal inspection of the improvements approximately 30 days prior to the expiration of the Maintenance Bond to assure that any defects in materials, workmanship, or maintenance are corrected prior to expiration of the bond.

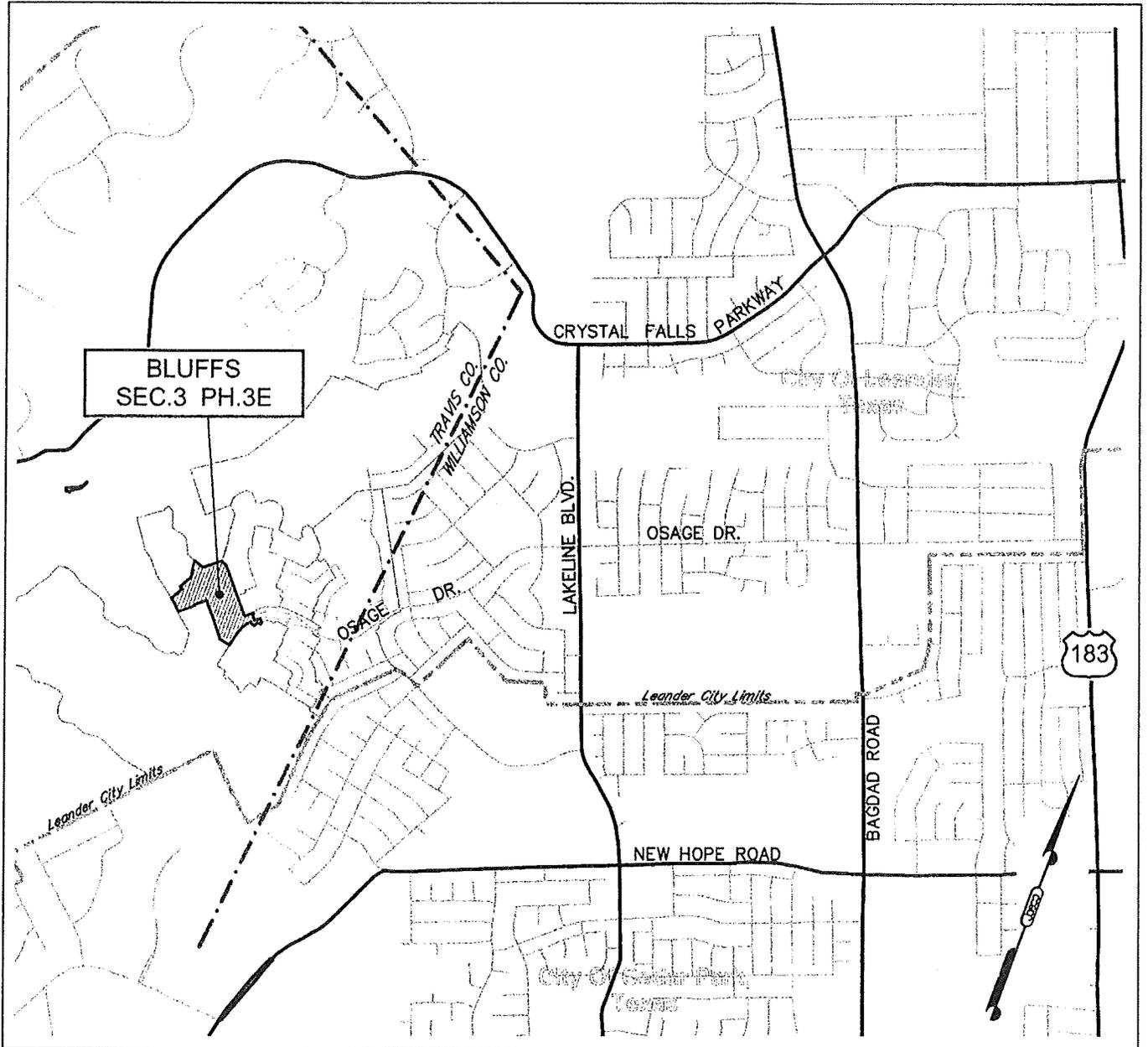
**Origination:** Wayne S. Watts, P.E., CFM, City Engineer

**Financial Consideration:** N/A

**Recommendation:** Staff recommends City Council's formal acceptance of the subdivision infrastructure improvements for The Bluff at Crystal Falls, Section 3, Phase 3E.

**Attachments:** Location Map, Engineer's Concurrence Letter, Maintenance Bond, Affidavits of All Bills Paid, and Final Pay Estimates

**Prepared by:** Wayne S. Watts, P.E., CFM, City Engineer



# LOCATION MAP

scale: 1"=2000'

**JAY ENGINEERING COMPANY, INC.**

P.O. Box 1220

Leander, TX 78646

(512) 259-3882

Fax 259-8016

Texas Registered Engineering Firm F-4780

April 27, 2015

Wayne S. Watts, P.E., City Engineer  
City of Leander  
P.O. Box 319  
Leander, Texas 7864

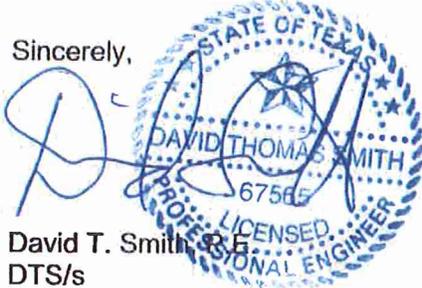
Re: Bluffs at Crystal Falls, Phase 3, Section 3E  
Street, Drainage, and Water, and Wastewater Improvements  
Certificate of Completion

Dear Mr. Watts:

I, the licensed professional engineer of record, have made a final visual observation of the referenced project. I have also visited the site during construction, and observed the installation of street and drainage improvements. Based on these observations and inspection/testing results, I hereby certify that these improvements were completed in general conformance with the approved plans and specifications.

We trust you will find this information helpful when considering the acceptance of this project. If you should have any questions or need additional information in this regard, please let us know.

Sincerely,



David T. Smith, P.E.  
DTS/s

MAINTENANCE BOND  
Subdivision Improvements

Bond No. 713275P

THE STATE OF TEXAS           §

COUNTY OF WILLIAMSON       §

KNOW ALL BY THESE PRESENTS, that Ross Construction, Inc. as Principal, whose address is 8700 Manchaca Rd, #105, Austin, TX 78748, and Developers Surety and Indemnity Company, a Corporation organized under the laws of the State of Iowa, 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 Eighty Three Thousand One Hundred Fourteen & 44/100's Dollars (\$83,114.44) 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 The Bluffs at Crystal Flls Sec. 3, Ph. 3E: Streets, Drainage, Water and Wastewater Including Trench Backfill (the "improvements") pursuant to the ordinances of the Obligee, which ordinances are hereby expressly made a part hereof as though the same were written and embodied herein;

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 27th day of April, 2015 .

Ross Construction  
Principal

Developers Surety and Indemnity Company  
Surety

By: 

By: 

Title: President

Title: John W. Schuler, Attorney-in-Fact

Address: \_\_\_\_\_

Address: \_\_\_\_\_

8700 Manchaca Rd, #105  
Austin, TX 78748

2591 Dallas Pkwy, Ste. 105  
Frisco, TX 75034

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

Time Insurance Agency, Inc.

1405 E. Riverside Drive, Austin, TX 78741

(Seal)

POWER OF ATTORNEY FOR  
DEVELOPERS SURETY AND INDEMNITY COMPANY  
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

Bond Number: 713275P

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby make, constitute and appoint:

\*\*\*John W. Schuler, Walter E. Benson Jr., Steven W. Dobson, jointly or severally\*\*\*

as its true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporation, as surety, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporation could do, but reserving to each of said corporation full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolution adopted by the Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, any Executive Vice-President, Senior Vice-President or Vice-President of the corporation be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporation, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporation be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporation when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY has caused these presents to be signed by its officers and attested by its Secretary or Assistant Secretary this November 21, 2013

By: Daniel Young  
Daniel Young, Senior Vice-President

By: Mark J. Lansdon  
Mark J. Lansdon, Vice-President



State of California  
County of Orange

On November 21, 2013 before me Antonio Alvarado, Notary Public  
Date Here insert Name and Title of the Officer

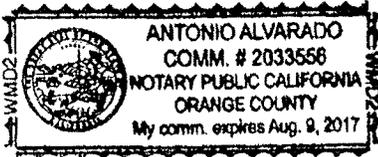
personally appeared Daniel Young and Mark J. Lansdon  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature Antonio Alvarado  
Antonio Alvarado, Notary Public



Place Notary Seal Above

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolution of the Board of Directors of said corporation set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 27th day of April 2015

By: Cassie J. Berrisford  
Cassie J. Berrisford, Assistant Secretary

**IMPORTANT NOTICE**

To obtain information or make a complaint:

You may call the Surety's toll free telephoen number for information or to make a complaint at:

1-800-782-1546

You may also write to the Surety at:

P.O. Box 19725  
Irvine, CA 92623-9725

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

1-800-252-3439

You may write the Texas Department of Insurance at:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax# 512-475-1771

web: <http://www.tdi.state.tx.us>

E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

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

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

**AVISO IMPORTANCE**

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de para informacion o para someter una queja al:

1-800-782-1546

Usted tambien puede escribir a Surety at:

P.O. Box 19725  
Irvine, CA 92623-9725

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

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas

P.O. Box 149104  
Austin, TX 78714-9104  
Fax# 512-475-1771

web: <http://www.tdi.state.tx.us>

E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

**DISPUTAS SOBRE PRIMAS O RECLAMOS:** Si tiene una disputa concniente a su prima o a un reclamo, debe comunicarse con el Surety primero. Si no se resuelve la disputa, puede entonces comunicarrse con el departamento (TDI).

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



Inscodico Insurance Services, Inc.  
Underwriting Manager for:  
Developers Surety and Indemnity Company • Indemnity Company of California  
17771 Cowan, Suite 100  
Irvine, CA 92614  
1-800-782-1546  
[www.Inscodico.com](http://www.Inscodico.com)



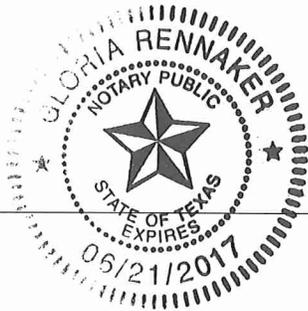
STATE OF TEXAS

COUNTY OF TRAVIS

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 27TH day of APR, 2015.

[SEAL]



*Gloria Renaker*  
Notary in and for the State of Texas

Name:

My commission expires:

Initialed: \_\_\_\_\_

Project: The Bluffs at Crystal Falls Sec 3 Ph 3E and Partial F  
 Contractor: Ross Construction, Inc  
 Owner: Taylor Morrison at Crystal Falls, LLC  
 Pay Request No.: THREE R  
 Pay Request Thru: 3/31/2015  
 Original Contract Amount: \$2,064,113.85  
 Total Change Orders: \$2,269,661.79  
 Current Contract Amount: \$4,333,775.64

Item	Description	Original Contract Quantity	Change Order #1 Quantity	Change Order #2 Quantity	Change Order #3 Quantity	Change Order #4 Quantity	Revised Total Quantity	Unit	Unit Price	Original Contract Price	Revised Contract Price	Units Completed Previous	Amount Completed Previous	Units Completed This Period	Amount Completed This Period	Materials Stored	Amount Completed/ Stored To Date	% Complete To Date	Balance To Complete
<b>BLUFFS 3-E OSAGE</b>																			
<b>Erosion Controls / Restoration / Signs (021570-10)</b>																			
1	SILT FENCE	900					900.00	LF	1.75	\$1,575.00	\$1,575.00	900.00	\$1,575.00	-	\$0.00	\$0.00	\$1,575.00	100%	\$0.00
2	SILT FENCE BEHIND CURB AFTER PAVING	1,961					1,961.00	LF	1.75	\$3,431.75	\$3,431.75	-	\$0.00	1,961.00	\$3,431.75	\$0.00	\$3,431.75	100%	\$0.00
3	TEMPORARY DIVERSION BERMS	0					0.00	LF	15.00	\$0.00	\$0.00	-	\$0.00	-	\$0.00	\$0.00	\$0.00	0%	\$0.00
4	ROCK BERMS	30					30.00	LF	20.00	\$600.00	\$600.00	-	\$0.00	30.00	\$600.00	\$0.00	\$600.00	100%	\$0.00
5	STABILIZED CONSTRUCTION ENT	1					1.00	EA	900.00	\$900.00	\$900.00	-	\$0.00	-	\$0.00	\$0.00	\$900.00	100%	\$0.00
6	SALVAGED TOPSOIL IN ROW	3,250					3,250.00	SY	0.90	\$2,925.00	\$2,925.00	-	\$0.00	3,250.00	\$2,925.00	\$0.00	\$2,925.00	100%	\$0.00
7	INSTALL AND SUPPLY STREET/STOP SIGN	3					3.00	EA	1,087.00	\$3,261.00	\$3,261.00	-	\$0.00	-	\$3,261.00	\$0.00	\$3,261.00	100%	\$0.00
8	STOP BARS	1					1.00	EA	400.00	\$400.00	\$400.00	-	\$0.00	-	\$400.00	\$0.00	\$400.00	100%	\$0.00
9	SUPPLY AND INSTALL STREET BARRICADE	1					1.00	EA	1,500.00	\$1,500.00	\$1,500.00	-	\$0.00	-	\$1,500.00	\$0.00	\$1,500.00	100%	\$0.00
10	CROSS WALK STRIPING	1					2.00	EA	1,500.00	\$3,000.00	\$3,000.00	-	\$0.00	-	\$3,000.00	\$0.00	\$3,000.00	100%	\$0.00
11	SLEEVES	120					120.00	LF	10.00	\$1,200.00	\$1,200.00	-	\$0.00	120.00	\$1,200.00	\$0.00	\$1,200.00	100%	\$0.00
<b>Subtotal Erosion Controls</b>																			
<b>\$18,792.75</b>																			
<b>Clearing &amp; Rough Cut (021520-10)</b>																			
1	CLEAR AND GRUB ROW AND EASEMENTS	0.9					0.90	AC	3,500.00	\$3,150.00	\$3,150.00	0.90	\$3,150.00	-	\$0.00	\$0.00	\$3,150.00	100%	\$0.00
2	EXCAVATION ROW	2,519					2,519.00	CY	7.00	\$17,633.00	\$17,633.00	2,519.00	\$17,633.00	-	\$0.00	\$0.00	\$17,633.00	100%	\$0.00
3	HAUL SPOILS TO ONSITE SPOILS AREA	2,519					2,519.00	CY	2.50	\$6,297.50	\$6,297.50	2,519.00	\$6,297.50	-	\$0.00	\$0.00	\$6,297.50	100%	\$0.00
<b>Subtotal Clearing &amp; Rough Cut</b>																			
<b>\$27,080.50</b>																			
<b>Water Improvements (220100-10)</b>																			
W-1	8" PVC C900 DR 14 WATER LINE	10					10.00	LF	28.00	\$280.00	\$280.00	10.00	\$280.00	-	\$0.00	\$0.00	\$280.00	100%	\$0.00
W-2	8" GATE VALVE AND BOX	1					1.00	EA	1,450.00	\$1,450.00	\$1,450.00	1.00	\$1,450.00	-	\$0.00	\$0.00	\$1,450.00	100%	\$0.00
W-3	8" FITTINGS	1					1.00	EA	500.00	\$500.00	\$500.00	1.00	\$500.00	-	\$0.00	\$0.00	\$500.00	100%	\$0.00
W-4	W/ET CONNECTION	1					1.00	EA	500.00	\$500.00	\$500.00	-	\$0.00	-	\$0.00	\$0.00	\$500.00	100%	\$0.00
W-5	12" PVC C900 DR 14 WATER LINE	544					544.00	LF	\$2.00	\$1,088.00	\$1,088.00	544.00	\$1,088.00	-	\$0.00	\$0.00	\$1,088.00	100%	\$0.00
W-6	12" GATE VALVE AND BOX	1					1.00	EA	2,150.00	\$2,150.00	\$2,150.00	1.00	\$2,150.00	-	\$0.00	\$0.00	\$2,150.00	100%	\$0.00
W-7	12" FITTINGS	2					2.00	EA	650.00	\$1,300.00	\$1,300.00	2.00	\$1,300.00	-	\$0.00	\$0.00	\$1,300.00	100%	\$0.00
W-8	5-1/4" HYDRANT ASSEMBLY	1					1.00	EA	3,400.00	\$3,400.00	\$3,400.00	1.00	\$3,400.00	-	\$0.00	\$0.00	\$3,400.00	100%	\$0.00
W-9	SINGLE IRRIGATION WATER SERVICE	1					1.00	EA	1,200.00	\$1,200.00	\$1,200.00	0.50	\$600.00	-	\$0.00	\$0.00	\$1,200.00	100%	\$0.00
<b>Subtotal Water Improvements</b>																			
<b>\$39,068.00</b>																			
<b>Wastewater Impr. (220120-10)</b>																			
WW-1	4" PVC WW- FORCE MAIN	894					894.00	LF	14.00	\$12,516.00	\$12,516.00	894.00	\$12,516.00	-	\$0.00	\$0.00	\$12,516.00	100%	\$0.00
WW-2	6" PVC WW- FORCE MAIN	508					508.00	LF	28.00	\$14,224.00	\$14,224.00	508.00	\$14,224.00	-	\$0.00	\$0.00	\$14,224.00	100%	\$0.00
WW-3	W/ET CONNECTION	1					1.00	EA	\$550.00	\$550.00	\$550.00	1.00	\$550.00	-	\$0.00	\$0.00	\$550.00	100%	\$0.00
WW-4	W/ET MANHOLES	1					1.00	EA	\$4,450.00	\$4,450.00	\$4,450.00	-	\$0.00	-	\$0.00	\$0.00	\$4,450.00	100%	\$0.00
WW-5	MANHOLE COATING	1					1.00	EA	\$960.00	\$960.00	\$960.00	-	\$0.00	-	\$0.00	\$0.00	\$960.00	100%	\$0.00
<b>Subtotal Wastewater Impr.</b>																			
<b>\$31,684.00</b>																			
<b>Street Improvements (010100-10)</b>																			
D-1-1	SUBGRADE PREPARATION	2,770					2,770.00	SY	1.95	\$5,401.50	\$5,401.50	2,770.00	\$5,401.50	-	\$0.00	\$0.00	\$5,401.50	100%	\$0.00
D-2	8" FLEX BASE	94					94.00	SY	7.20	\$676.80	\$676.80	25.00	\$169.20	29.00	\$208.80	\$0.00	\$5,401.50	100%	\$0.00
D-3	10" FLEX BASE	2,716					2,716.00	SY	9.00	\$24,444.00	\$24,444.00	1,350.00	\$11,250.00	1,365.00	\$12,294.00	\$0.00	\$24,444.00	100%	\$0.00
D-4	1-1/2" THAC	60					60.00	SY	8.95	\$537.00	\$537.00	-	\$0.00	60.00	\$537.00	\$0.00	\$537.00	100%	\$0.00
D-5	2" THAC	2,056					2,056.00	SY	12.00	\$24,672.00	\$24,672.00	-	\$0.00	2,056.00	\$24,672.00	\$0.00	\$24,672.00	100%	\$0.00
D-6	CURB AND GUTTER	1,961					1,961.00	LF	\$1.10	\$2,157.10	\$2,157.10	-	\$0.00	1,961.00	\$2,157.10	\$0.00	\$2,157.10	100%	\$0.00
D-7	4 SIDEWALK	75					75.00	LF	16.00	\$1,200.00	\$1,200.00	-	\$0.00	75.00	\$1,200.00	\$0.00	\$1,200.00	100%	\$0.00
D-8	5 SIDEWALK	1,100					1,100.00	LF	20.00	\$22,000.00	\$22,000.00	-	\$0.00	1,100.00	\$22,000.00	\$0.00	\$22,000.00	100%	\$0.00
D-9	LIGHT FOUNDATION	2					2.00	EA	\$2,000.00	\$4,000.00	\$4,000.00	-	\$0.00	-	\$4,000.00	\$0.00	\$4,000.00	100%	\$0.00
D-10	CUSTOM LIGHT POLE AND WIRING	2					2.00	EA	\$2,125.00	\$4,250.00	\$4,250.00	-	\$0.00	-	\$4,250.00	\$0.00	\$4,250.00	100%	\$0.00
D-11	ADA RAILIPS	4					4.00	EA	850.00	\$3,400.00	\$3,400.00	-	\$0.00	4.00	\$3,400.00	\$0.00	\$3,400.00	100%	\$0.00
<b>Subtotal Street Impr.</b>																			
<b>\$109,864.30</b>																			
<b>BLUFFS 3-E INTERIOR</b>																			
<b>Erosion Controls / Restoration / Signs (021570-10)</b>																			
1	SILT FENCE	1,421					1,421.00	LF	1.75	\$2,486.75	\$2,486.75	1,421.00	\$2,486.75	-	\$0.00	\$0.00	\$2,486.75	100%	\$0.00
2	SILT FENCE BEHIND CURB AFTER PAVING	2,916					2,916.00	LF	1.75	\$5,103.00	\$5,103.00	-	\$0.00	2,916.00	\$5,103.00	\$0.00	\$5,103.00	100%	\$0.00
3	TEMPORARY DIVERSION BERMS	40					40.00	LF	15.00	\$600.00	\$600.00	-	\$0.00	40.00	\$600.00	\$0.00	\$600.00	100%	\$0.00
4	ROCK BERMS	0					0.00	LF	20.00	\$0.00	\$0.00	-	\$0.00	-	\$0.00	\$0.00	\$0.00	0%	\$0.00
5	STABILIZED CONSTRUCTION ENT	0					0.00	EA	900.00	\$0.00	\$0.00	-	\$0.00	-	\$0.00	\$0.00	\$0.00	0%	\$0.00
6	SALVAGED TOPSOIL IN ROW	4,878					4,878.00	SY	0.90	\$4,390.20	\$4,390.20	-	\$0.00	4,878.00	\$4,390.20	\$0.00	\$4,390.20	100%	\$0.00
<b>Subtotal Erosion Controls</b>																			
<b>\$18,792.75</b>																			
<b>Clearing &amp; Rough Cut (021520-10)</b>																			
1	CLEAR AND GRUB ROW AND EASEMENTS	0.9					0.90	AC	3,500.00	\$3,150.00	\$3,150.00	0.90	\$3,150.00	-	\$0.00	\$0.00	\$3,150.00	100%	\$0.00
2	EXCAVATION ROW	2,519					2,519.00	CY	7.00	\$17,633.00	\$17,633.00	2,519.00	\$17,633.00	-	\$0.00	\$0.00	\$17,633.00	100%	\$0.00
3	HAUL SPOILS TO ONSITE SPOILS AREA	2,519					2,519.00	CY	2.50	\$6,297.50	\$6,297.50	2,519.00	\$6,297.50	-	\$0.00	\$0.00	\$6,297.50	100%	\$0.00
<b>Subtotal Clearing &amp; Rough Cut</b>																			
<b>\$27,080.50</b>																			
<b>Water Improvements (220100-10)</b>																			
W-1	8" PVC C900 DR 14 WATER LINE	10					10.00	LF	28.00	\$280.00	\$280.00	10.00	\$280.00	-	\$0.00	\$0.00	\$280.00	100%	\$0.00
W-2	8" GATE VALVE AND BOX	1					1.00	EA	1,450.00	\$1,450.00	\$1,450.00	1.00	\$1,450.00	-	\$0.00	\$0.00	\$1,450.00	100%	\$0.00
W-3	8" FITTINGS	1					1.00	EA	500.00	\$500.00	\$500.00	1.00	\$500.00	-	\$0.00	\$0.00	\$500.00	100%	\$0.00
W-4	W/ET CONNECTION	1					1.00	EA	500.00	\$500.00	\$500.00	-	\$0.00	-	\$0.00	\$0.00	\$500.00	100%	\$0.00
W-5	12" PVC C900 DR 14 WATER LINE	544					544.00	LF	\$2.00	\$1,088.00	\$1,088.00	544.00	\$1,088.00	-	\$0.00	\$0.00	\$1,088.00	100%	\$0.00
W-6	12" GATE VALVE AND BOX	1					1.00	EA	2,150.00	\$2,150.00	\$2,150.00	1.00	\$2,150.00	-	\$0.00	\$0.00	\$2,150.00	100%	\$0.00
W-7	12" FITTINGS	2					2.00	EA	650.00	\$1,300.00	\$1,300.00	2.00	\$1,300.00	-	\$0.00	\$0.00	\$1,300.00	100%	\$0.00
W-8	5-1/4" HYDRANT ASSEMBLY	1					1.00	EA	3,400.00	\$3,400.00	\$3,400.00	1.00	\$3,400.00	-	\$0.00	\$0.00	\$3,400.00	100%	\$0.00
W-9	SINGLE IRRIGATION WATER SERVICE	1					1.00	EA	1,200.00	\$1,200.00	\$1,200.00	0.50	\$600.00	-	\$0.00	\$0.00	\$1,200.00	100%	\$0.00
<b>Subtotal Water Improvements</b>																			
<b>\$39,068.00</b>																			
<b>Wastewater Impr. (220</b>																			





**Executive Summary**

**June 4, 2015**

**Agenda Subject:** Authorize Mayor to execute an extension to the CDBG Cooperation Agreement between the City of Leander and Williamson County.

**Background:** The City currently has in place a cooperation agreement with Williamson County in order to participate in the federal Community Development Block Grant (CDBG) program. Since the City has a population of less than 50,000, we are not considered an “entitlement” city. However, by cooperating in the County’s program, we can make application to the County for those federal funds. The current agreement is expiring and must be renewed for an additional three-year term.

**Origination:** Robert G. Powers, Finance Director

**Financial Consideration:** n/a

**Recommendation:** Staff recommends approval

**Attachments:** Correspondence from Williamson County; Agreement

**Prepared by:** Robert G. Powers, Finance Director

Sally Bardwell  
Community Development  
Williamson County, Texas  
sbardwell@wilco.org



710 Main Street  
Georgetown, TX 78626  
512-943-3757  
FAX 512-943-1662

May 15, 2015

City of Leander  
Attn: Christopher Fielder, Mayor  
PO Box 319  
Leander, TX 78646

RE: Williamson County Urban County Re-qualification for Community Development Block Grant

Dear Mayor Fielder,

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 XII that the agreement will automatically renew for each three year qualification period unless the County is notified otherwise. **However, an updated agreement must be executed for this requalification period. The re-qualification period is for 2016-2018.** If Leander would like to continue participation, please complete the enclosed level of participation form indicating "elects to continue participation" AND the enclosed agreement and return them to the Williamson County's Community Development Office. The documents should be mailed to 710 Main Street, Georgetown TX 78626. **The documents must be received by June 19, 2015 in order to participate.**

If, however, Leander wishes to be excluded from this program, please complete the enclosed level of participation form indicating "elects not to continue participation". The document should be sent to the Williamson County Grants Office at 710 Main Street, Georgetown TX 78626 and must be received by June 19, 2015.

Your prompt assistance with this initiative is greatly appreciated.

Sincerely,

A handwritten signature in cursive script that reads "Sally 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 2016-2018.

The City of \_\_\_\_\_ elects not to continue its participation in the Urban County CDBG to Fiscal Years 2016-2018.

Signed and Attested By:

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City Official Date

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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 \_\_\_\_\_, 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 93<sup>rd</sup> Session of the Congress passed and the President of the United 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: \_\_\_\_\_  
Dan A. Gattis  
County Judge

**CITY OF \_\_\_\_\_**

BY:

\_\_\_\_\_ Date: \_\_\_\_\_  
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: \_\_\_\_\_



**Executive Summary**

**June 04, 2015**

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**Agenda Subject:** Consideration and possible action to authorize the City Manager to negotiate and the Mayor to execute a License Agreement pursuant to the PID Financing Agreement for the Oak Creek Public Improvement District for the installation and maintenance of improvements located within City rights-of-way and/or City property within the Oak Creek subdivision.

**Background:** The City Council approved the Oak Creek PID Financing Agreement on October 16, 2014. One of the requirements of that agreement was that the Oak Creek Homeowners' Association enter into a license agreement with the City for the maintenance of any of the PID improvements that are installed within City rights-of-way or on City property. In addition, the developer is requesting the ability to install decorative paving materials and the license agreement will grant them the ability to do that with the stipulation that the HOA is responsible for ongoing maintenance of the non-standard paving.

Due to time constraints related to the financing of the PID improvements, staff is requesting that Council authorize the City Manager to negotiate the final terms of the license agreement and the Mayor to execute it without having to come back to Council.

**Origination:** Applicant: Tom Rielly

**Financial Consideration:** None

**Recommendation:** Staff recommends authorizing the City Manager to negotiate and the Mayor to execute the license agreement.

**Attachments:** None

**Prepared By:** Tom Yantis, AICP  
Assistant City Manager

05/28/2015



**Executive Summary**

**June 04, 2015**

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**Agenda Subject:** Comprehensive Plan Amendment Case 15-CPA-004: Hold a public hearing and consider action on a comprehensive plan amendment requesting a change to a community center node and a neighborhood center node shown on the Future Land Use Plan. The applicant is proposing to reduce the size of portions of the community center node located at the future intersection of the Lakeline Blvd and San Gabriel Pkwy and the neighborhood center node located at the future intersection of Lakeline Blvd and CR 280 that are located within their subdivision boundaries, Leander, Williamson County, Texas.

**Background:** A Comprehensive Plan Amendment is required for the applicant to request a change to the Future Land Use Plan. This request is the final step in the Comprehensive Plan Amendment process.

**Origination:** Applicant/Agent: Danny Martin on behalf of J.L. Development, Inc (John Lloyd)

**Financial Consideration:** None

**Recommendation:** See Planning Analysis. The Planning & Zoning Commission unanimously recommended denial of the request at the May 28, 2015 meeting.

**Attachments:**

1. Planning Analysis
2. Current Node Plan
3. Current Node Plan with Proposed Subdivision
4. Proposed Node Plan
5. Letter of Intent
6. Ordinance
7. Minutes–Planning & Zoning Commission May 28, 2015

**Prepared By:** Tom Yantis, AICP  
Assistant City Manager

05/28/2015



## PLANNING ANALYSIS

### COMPREHENSIVE PLAN AMENDMENT CASE 15-CPA-004

### FUTURE LAND USE PLAN AMENDMENT

#### GENERAL INFORMATION

- Origination:** Applicant: Danny Martin on behalf of J. L. Development, Inc.
- Proposal:** The applicant is proposing to reduce the size of portions of the community center node located at the future intersection of the Lakeline Blvd and San Gabriel Pkwy and the neighborhood center node located at the future intersection of Lakeline Blvd and CR 280 that are located within their proposed subdivision boundaries, Leander, Williamson County, Texas.
- Staff Contact:** Robin M. Griffin, AICP  
Senior Planner

#### COMPREHENSIVE PLAN STATEMENTS:

The following Comprehensive Plan statements may be relevant to this case:

- Provide Opportunities for coordinated, well-planned growth and development that are consistent with the Comprehensive Plan.
- Provide for the coordinated and diverse growth and physical expansion of the City of Leander.

#### ANALYSIS:

The Future Land Use Plan and Map were adopted by the City Council on August 7, 2014. These documents serve as a guide for staff, the Planning & Zoning Commission, and City Council in determining appropriate zoning districts and land use concept plans for properties within the City Limits and ETJ. The guiding principal of the Future Land Use Plan is the protection of the value of single-family neighborhoods through the concentration of mixed use activity centers at major transportation intersections. This principle provides for the separation of incompatible uses while also providing easy access for pedestrians, bicyclists and motorists to areas of retail and commercial development that serve the neighborhood, community and regional needs.

The Future Land Use Map calls for nodes located at the intersections of arterial and collector class roadways. The plan calls for a higher concentration of mixed use activity center within these nodes in order to discourage strip commercial development. The applicant is proposing a large lot subdivision to the northeast of the intersection of Lakeline Boulevard and San Gabriel Parkway. They have submitted a request to reduce the size of the nodes located within the proposed subdivision. There is a Neighborhood Center Node located at the intersection of

Lakeline Boulevard and CR 280 and a Community Center Node located at the intersection of Lakeline Boulevard and San Gabriel Parkway.

Each node provides several categories of land use with the intent to integrate land uses that make efficient use of the infrastructure systems while protecting sensitive land and providing a system of open space and parks. The plan encourages mixed use development in the activity center in order to provide services to neighborhoods as well as the community.

The Neighborhood Center Node is intended to be located at the intersection of collector streets and are approximately one quarter mile in diameter incorporating approximately 30 acres. These areas are intended for neighborhood scale commercial, retail and office uses that serve the immediately adjacent neighborhoods. These areas are also intended for higher density single-family, two-family and other compatible housing types including townhouses and condominiums.

The Community Center Node is intended to be located at the intersections of arterial streets or arterials and major collectors. These nodes are approximately one half mile in diameter and incorporate approximately 125 acres. These areas are intended for commercial, retail and office uses that primarily serve residents within the community. These areas are also intended for medium density multi-family and high density single-family housing. Development within both the Neighborhood Center and Community Center Nodes should be integrated through internal streets and should provide pedestrian and bicycle connections to adjacent residential neighborhoods.

This proposal would reduce this quadrants of the nodes to the following:

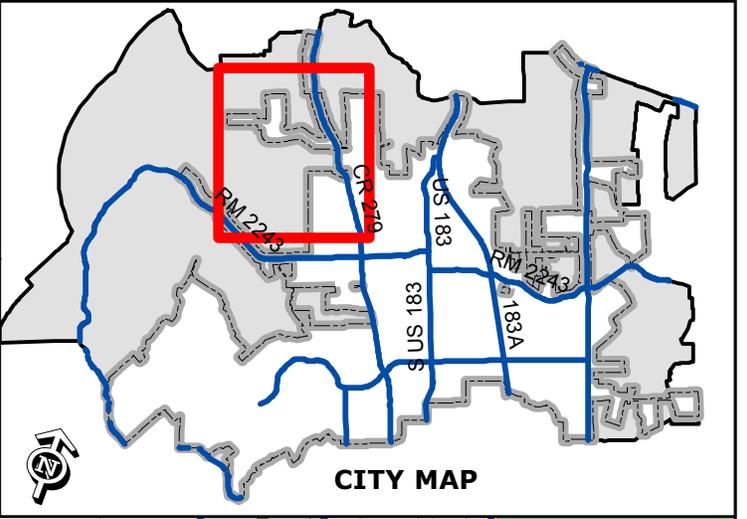
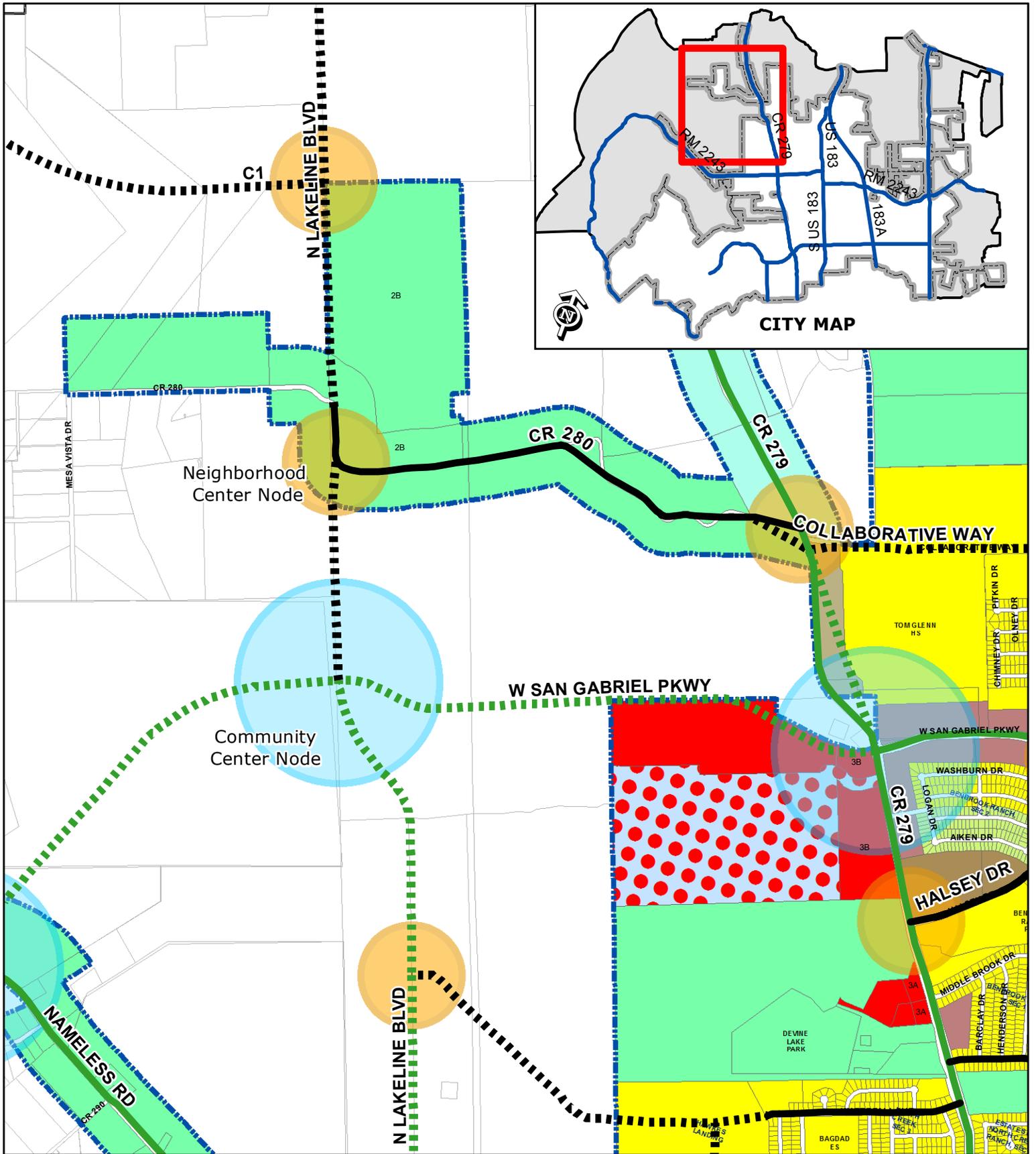
- Southeast Quadrant of Neighborhood Center Node by 46% by changing the acreage from 7.5 to 3.46
- Northeast Quadrant of Community Center Node by 47% by changing the acreage from 31.25 to 14.76

In addition, the northeast quadrant of the Neighborhood Center Node was platted for residential use prior to the adoption of the Future Land Use Plan.

**STAFF RECOMMENDATION:**

Staff recommends denial of the proposed request to reduce portions of the nodes from the proposed subdivision. These nodes are intended to serve the neighborhood by providing a mixture of uses that serve as a transition between the neighborhood and the center of the node. The proposed intersection of roadways are the appropriate locations for mixed use development with the highest density concentrated at the center of the node. In addition, the intersection of the nodes provide for the opportunity to integrate a network of pedestrian and bicycle corridors to allow for alternative transportation options.

As discussed during the previous request, the Future Land Use Plan is currently under review as part of the Comprehensive Plan Update process. This update will provide for the opportunity to review the nodes from a more holistic approach and make considerations regarding the size and location.



**COMP PLAN 15-CPA-004**

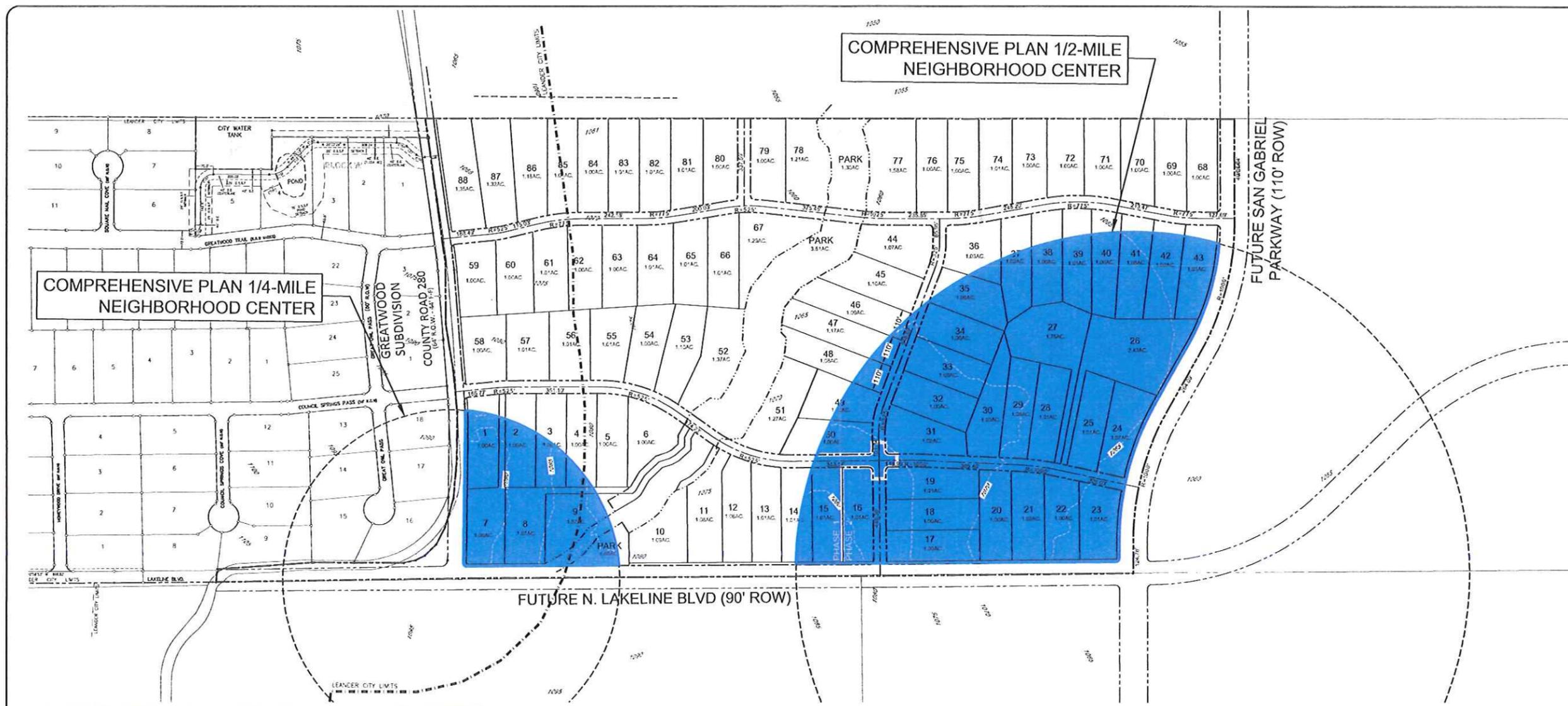
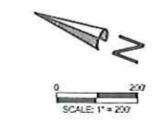
**Attachment #2**

San Gabriel Pkwy & Lakeline Blvd  
Current Future Land Use Plan

- Toll Road
- Arterial
- Collector
- Arterial
- Collector
- City Limits



- |     |        |     |
|-----|--------|-----|
| SFR | SFT    | GC  |
| SFE | SFU/MH | HC  |
| SFS | TF     | HI  |
| SFU | MF     | PUD |
| SFC | LO     |     |
| SFL | LC     |     |
- 0 400  
Feet

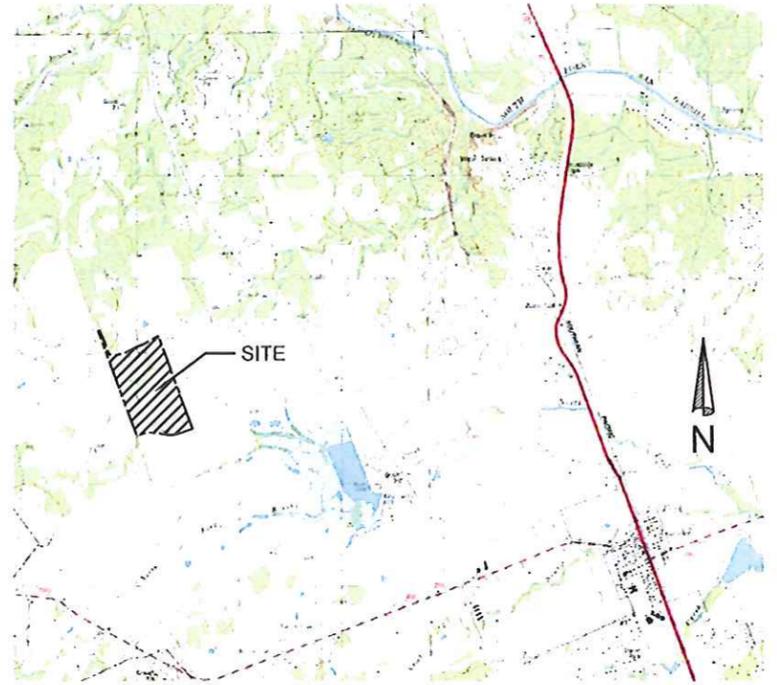


COMPREHENSIVE PLAN 1/4-MILE NEIGHBORHOOD CENTER

COMPREHENSIVE PLAN 1/2-MILE NEIGHBORHOOD CENTER

FUTURE N. LAKELINE BLVD (90' ROW)

FUTURE SAN GABRIEL PARKWAY (110' ROW)



LOCATION MAP  
N.T.S.

**LEGEND**

- PROP. ROW
- PROP. CENTER LINE
- PROP. PHASE LINE
- RIPARIAN CORRIDOR
- PROP. LOT NUMBER
- PROP. LOT LINE
- CITY LIMIT LINE
- EXIST. 15 FOOT CONTOUR LINE
- EXIST. 1 FOOT CONTOUR LINE

**SUMMARY:**

88 - RESIDENTIAL LOTS	96.48AC.
1 ACRE MIN.	
7 - LANDSCAPE LOTS	1.25AC.
3 PARK LOTS	6.79AC.
110' MIN. LOT WIDTH	
STREET R.O.W.	15.41AC.
TOTAL	119.93AC.

**WATER BY:**  
CITY OF LEANDER  
88 L.U.E.'S OF SERVICE

**WASTEWATER BY:**  
INDIVIDUAL ON-SITE PRIVATE SEPTIC SYSTEMS

**ZONING EXISTING :**  
SFR-1-B AND ETJ

**ZONING PROPOSED :**  
SFR-2-A

**PARKLAND:**  
3.08 AC. REQUIRED  
3.71 AC. LAND IN LIEU OF FEE  
6.79 AC. TOTAL

**PHASING:**  
PHASE 1 - 46 LOTS (2015)  
PHASE 2 - 42 LOTS (2016)±

**STREETS:**  
LOCAL (50' ROW -7,636L.F.)  
C.R. 280 (64' ROW -1,740L.F.)  
LAKELINE BLVD. (90' ROW -3,593L.F.)  
SAN GABRIEL PKWY (110' ROW -1,837L.F.)

**TIA:**

Land Use	Site	ITE Code*	ADT Weekday	ADT Weekend
Single-Family Detached Housing	88	210	838	872

\*Source: Trip Generation, 9th Edition, Institute of Transportation Engineers, 2012

- NOTES:**
- THIS SITE IS LOCATED IN THE ETJ & CITY LIMITS OF LEANDER, WILLIAMSON COUNTY, TEXAS.
  - NO PORTION OF THIS SITE IS WITHIN THE 100-YEAR FLOODPLAIN ACCORDING TO FEMA MAP NO. 48491C0435E FOR WILLIAMSON COUNTY, TEXAS DATED SEPTEMBER 26, 2008.
  - ALL INTERNAL LOCAL STREETS HAVE A 50' RIGHT OF WAY.

**DEVELOPER/OWNER**  
JL DEVELOPMENT, INC.  
JOHN S. LLOYD, PRESIDENT  
4720-4 ROCKCLIFF RD.  
AUSTIN, TEXAS 78746  
TEL: 512-328-0860  
FAX: 512-328-1868

**SURVEYOR**  
DELTA SURVEY GROUP, INC.  
8213 Brodie Lane  
Suite 102  
Austin, TX 78745  
(T) 512-282-5200  
(F) 512-282-5230

**PROPOSED ANNEXATION OF**  
119.932 AC.  
DOC. NO. 2014094507  
O.P.R.W.C.TX.  
FOR  
**GREATWOOD SOUTH**  
**SUBDIVISION**  
COUNTY ROAD 280  
LEANDER, TEXAS

**CONCEPT PLAN**  
PREPARED: FEBRUARY, 2015  
ENGINEER  
**MALONE ★ WHEELER**  
SINCE INC. 1993

CIVIL ENGINEERING • DEVELOPMENT CONSULTING • PROJECT MANAGEMENT  
7500 Ricco Blvd, Bldg 1, Suite 240  
Austin, Texas 78735  
Phone: (512) 877-0801 Fax: (512) 877-0555  
Firm Registration No. F-785



74 - ACRE LOTS  
110' MIN. LOT WIDTH



GREATWOOD SOUTH SUBDIVISION  
LAND USE EXHIBIT PER  
COMPROMISE PLAN

**MALONE \* WHEELER**  
INC., 1995

CIVIL ENGINEERING • DEVELOPMENT CONSULTING • PROJECT MANAGEMENT

7500 Pkita Blvd, Bldg 1, Suite 240  
Austin, Texas 78735  
Phone: (512) 899-0601 Fax: (512) 899-0655  
Firm Registration No. F-786

P:\PROJECTS\74031\74031.dwg T:\Drawings\Compromise\PLAN.mxd 4/20/05 10:11:16 AM MWV



**Engineering & Development Consultants**

28 April 2015

Ms. Robin Griffin  
Senior Planner  
Planning Department City of Leander  
104 North Brushy Street  
Leander, Texas 78646

Re: Greatwood South Subdivision: Comprehensive Plan Amendment for Land Use  
Letter of Intent  
MWI Project No. 14-035

Dear Ms. Griffin:

Malone/Wheeler, Inc. as engineer and agent for J L Development, Inc. the Owner and Developer of Greatwood South Subdivision respectfully request an Amendment to the City of Leander Comprehensive Plan regarding land use. The current Comprehensive Land Plan was made effective on August 7, 2014 and not two years prior.

As shown on the attached Exhibits and Concept Plan, Greatwood South is a 119.932 single family rural Subdivision with 88 acre lots with frontage on existing County Road 280 to the north, future Lakeline Blvd. to the west and future San Gabriel Parkway to the south.

The Comprehensive Plan shows a Community Center Node located at the intersection of future Lakeline Blvd and future San Gabriel Parkway and a Neighborhood Center Node at the intersection of future Lakeline Blvd. and existing County Road 280.

Our requested Amendment is to eliminate portions of the two Nodes from our Subdivision. Please see the exhibit for the compromise.

Our Subdivision has frontage on existing County Road 280 with two proposed public streets intersecting County Road 280 providing access that allows for the development of the entire Subdivision within the next three years.

To the north of our subdivision, at the northeast quadrant of the existing County Road 280 and the future Lakeline Boulevard, is the 152.60 acre Greatwood Subdivision. Greatwood is a 122 one acre lot rural development with individual private septic systems. We believe that our subdivision should have one acre lots at the southeast quadrant of the intersection and the neighborhood node should be located west of the future Lakeline Boulevard.

Our Subdivision will be served water from an existing City of Leander 24 inch water line in County Road 280.

Wastewater service from the City of Leander is not available due to its remote location. The potential to serve this area with wastewater service would be to extend the existing 15" gravity wastewater line located at Bagdad Road and the north branch of Brushy Creek. The alignment of this

western extension will need to avoid and go around Lake Devine, it's impoundment structure and it's jurisdictional waters. Once around Lake Devine, the extension will need to split into two mains, one on each side of the riparian corridor buffer. Construction of one wastewater main near the centerline of the riparian corridor is not allowed. This will double the construction cost to bring wastewater to the area of San Gabriel Parkway and Lakeline Boulevard. The Subdivision's lots will have private individual septic systems.

The development intensity called for in the Nodes will require that San Gabriel Parkway and Lakeline Boulevard be existing and that the City's water and wastewater systems have been extended to the area. Based on the City's Transportation Plan, future San Gabriel Parkway will have a 110' right of way with two 27' lanes, a 6' and a 10' sidewalk and 6' tall masonry walls within 10' wide landscape buffer lots along the right of way. Water quality controls and detention facilities will be required for the Parkway. The estimated construction cost for each linear foot of the Parkway is \$1,000.00. Signalized intersection costs have not been included in this estimate.

Based on the City's Transportation Plan, future Lakeline Boulevard will have a 90' right of way with two 24' lanes, a 6' and a 10' sidewalk and 6' tall masonry walls within 10' wide landscape buffer lots along the right of way. Water quality controls and detention facilities will be required for the Boulevard. The estimated construction cost for each linear foot of the Boulevard is \$850.00. Signalized intersection costs have not been included in this estimate.

The Benbrook Ranch Development proposed a Node of development, very similar to the Neighborhood Center Node, located at the intersection of Bagdad Road and San Gabriel Parkway. In the fourteen year history of the Benbrook Ranch Development no development of the neighborhood commercial or multi-family tracts has occurred, even though the roads are existing as are all utilities water, wastewater and electricity.

The Community Center Node located at the future intersection of Lakeline Boulevard and San Gabriel Parkway per the current Comprehensive Plan is a total of 125 acres. Each quadrant of this future intersection is to have 31.42 acres of commercial, retail, office uses, medium density multi-family and high density single family housing. The City's "Illustrative Site Plan" for one quadrant of this node shows a development that appears to be at 80% impervious cover but does not show the approximately 10 acres of land that will be required to be downstream of the development for the water quality controls and detention facilities. The Comprehensive Plan shows 20 Community Center Nodes for a total of 2,500 acres. The Comprehensive Plan shows 25 Neighborhood Center Nodes for a total of 750 acres.

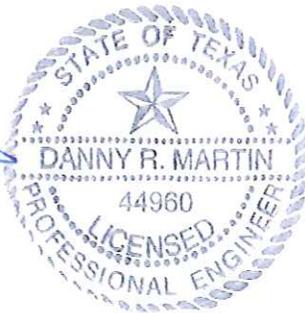
Ms. Robin Griffin  
4/28/15  
Page 3

Attached hereto is an Exhibit that shows the City's current Land Use Plan with the two Nodes as described above with the City's current Transportation Plan. Also attached is the Concept Plan for Greatwood South Subdivision showing the land use with the requested amended Nodes.

Sincerely,



Danny R. Martin, P.E., R.P.L.S.  
Senior Project Manager  
Malone/Wheeler, Inc.



Attachments

cc: John S. Lloyd, J L Development, Inc.

**ORDINANCE NO.**

**AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE FUTURE LAND USE PLAN SET FORTH IN THE COMPREHENSIVE PLAN; PROVIDING FOR RELATED MATTERS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.**

**WHEREAS**, it is necessary and reasonable for the public health, safety, morals, and welfare of the City of Leander, Texas, a Texas home rule municipality, (herein the “City”) to provide for and maintain a comprehensive plan for the City in accordance with the City Charter and Chapters 211 and 213 of the Texas Local Government Code;

**WHEREAS**, the City Council adopted the Future Land Use Plan set forth in the Comprehensive Plan by Ordinance No. 14-044-00;

**WHEREAS**, the City Council finds that the adoption of the amendments to the Future Land Use Plan herein promote the public health, safety, morals, and welfare and provide for the orderly development of the City; and

**WHEREAS**, after review, inquiry and the opportunity for citizen participation at one or more public hearings and review and recommendation by the Planning and Zoning Commission, the City Council approves the amendments to the Comprehensive Plan hereinafter set forth;

**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. Comprehensive Plan.** The City Council hereby adopts the amendment to the Future Land Use Plan that is attached hereto as Exhibit A. The Future Land Plan, as amended, shall be kept in the office of the City Secretary and shall be available for public inspection during normal office hours. Zoning uses, as amended from time to time at the request of the landowner or on motion of the City, shall be amended to be made consistent with the Comprehensive Plan, as amended. The City may amend the Comprehensive Plan in the discretion of the City Council in accordance with the City Charter and state law to plan for the changing plans of the City.

**Section 3. Amendment of Conflicting Ordinances.** The City of Leander Future Land Use Plan previously adopted by Ordinance No. 14-044-00 is hereby amended to the extent of any conflict with Exhibit A. The City of Leander Comprehensive Plan, all ordinances and parts of ordinances, and all resolutions and parts of resolutions in conflict with this Ordinance are amended to the extent of such conflict. In the event of a conflict or inconsistency between this

Ordinance and any other code, ordinance, or plan of the City, the terms and provisions of this Ordinance shall govern.

**Section 4. Effective Date.** This Ordinance shall be in force and effect from and after its passage on the date shown below.

**Section 5. Open Meetings.** It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code.*

**PASSED AND APPROVED** on this 4<sup>th</sup> day of May, 2015.

ATTEST:

**THE CITY OF LEANDER, TEXAS**

\_\_\_\_\_  
Debbie Haile, City Secretary

\_\_\_\_\_  
Christopher Fielder, Mayor



74 - ACRE LOTS  
110' MIN. LOT WIDTH



GREATWOOD SOUTH SUBDIVISION  
LAND USE EXHIBIT PER  
COMPROMISE PLAN

**MALONE ★ WHEELER**  
INC., 1995  
CIVIL ENGINEERING • DEVELOPMENT CONSULTING • PROJECT MANAGEMENT  
7500 Pkita Blvd, Bldg 1, Suite 240  
Austin, Texas 78735  
Phone: (512) 899-0601 Fax: (512) 899-0655  
Firm Registration No. F-786

**Discussion took place.**

f) Consider Action

**Commissioner Allen moved to approve with staff recommendation, Commissioner Anderson seconded the motion. Motion passed unanimously.**

15. **Comprehensive Plan Amendment Case 15-CPA-004:** Hold a public hearing and consider action on a comprehensive plan amendment requesting a change to a community center node and a neighborhood center node shown on the Future Land Use Plan. The applicant is proposing to reduce the size of portions of the community center node located at the future intersection of the Lakeline Blvd and San Gabriel Pkwy and the neighborhood center node located at the future intersection of Lakeline Blvd and CR 280 that are located within their proposed subdivision boundaries, Leander, Williamson County, Texas. Applicant/Agent: Danny Martin on behalf of J.L. Development, Inc (John Lloyd)

a) Staff Presentation

**Robin Griffin, Senior Planner, stated that staff reviewed the request and recommends denial.**

b) Applicant Presentation

**Danny Martin spoke on the purpose for the Comprehensive Plan Amendment.**

c) Open Public Hearing

**Chairman Sokol opened the public hearing. No one wished to speak.**

d) Close Public Hearing

**Chairman Sokol closed the public hearing.**

e) Discussion

**Discussion took place.**

f) Consider Action

**Commissioner Hines moved to deny with staff recommendation, Commissioner Schwendenmann seconded the motion. Motion passed unanimously.**

16. Zoning Case 15-Z-004: Hold a public hearing and consider action on the rezoning of several tracts of land generally located to the north of Hero Way, west of Ronald Reagan Blvd and south of San Gabriel Pkwy; 197.55 acres more or less; WCAD Parcels #R098020, R031606, R473799, R473798, R473797, R333713, R031617, R031607. The applicant is proposing an amendment to the Palmera Ridge PUD (Planned Unit Development), Leander, Williamson County, Texas. Applicant: Blake J. Magee on behalf of Palmera Ridge Development, Inc.

a) Staff Presentation

**Robin Griffin, Senior Planner, stated that staff reviewed the request and recommends approval.**



**Executive Summary**

**June 04, 2015**

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**Agenda Subject:** Zoning Case 15-Z-004: Hold a public hearing and consider action on the rezoning of several tracts of land generally located to the north of Hero Way, west of Ronald Reagan Blvd and south of San Gabriel Pkwy; 197.55 acres more or less; WCAD Parcels #R098020, R031606, R473799, R473798, R473797, R333713, R031617, R031607. The applicant is proposing an amendment to the Palmera Ridge PUD (Planned Unit Development), Leander, Williamson County, Texas.

**Background:** This request is the second step in the rezoning process.

**Origination:** Applicant: Blake J. Magee on behalf of Palmera Ridge Development, Inc.

**Financial Consideration:** None

**Recommendation:** See Planning Analysis. The Planning & Zoning Commission unanimously recommended approval of the PUD Amendment at the May 28, 2015 meeting.

**Attachments:**

1. Planning Analysis
2. Current Zoning Map
3. Aerial Map
4. Proposed PUD
5. Letter of Intent
6. Ordinance
7. Minutes–Planning & Zoning Commission May 28, 2015

**Prepared By:** Tom Yantis, AICP  
Assistant City Manager

05/28/2015



## PLANNING ANALYSIS

### ZONING CASE 15-Z-004 PALMERA RIDGE PUD AMENDMENT

#### GENERAL INFORMATION

- Owner:** Palmera Ridge Development, Inc.
- Current Zoning:** PUD (Planned Unit Development)
- Proposed Zoning:** PUD (Planned Unit Development) Amendment
- Size and Location:** The property is generally located north of Hero Way, West of Ronald W. Reagan Blvd. & south of San Gabriel Pkwy. The property is approximately 197.55 acres in size.
- Staff Contact:** Robin M. Griffin, AICP  
Senior Planner

#### ABUTTING ZONING AND LAND USE:

The table below lists the abutting zoning and land uses.

	ZONING	LAND USE
NORTH	OCL	Undeveloped Properties in the ETJ
EAST	SFR-2-B Interim SFS-2-B	Single-Family Neighborhood under construction Established Single-Family Homes
SOUTH	OCL	Established Single-Family Homes & Undeveloped Properties
WEST	OCL	Established Single-Family Homes & Undeveloped Properties

## COMPOSITE ZONING ORDINANCE INTENT STATEMENTS

### USE COMPONENTS:

#### **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 the design of a development which permits a mixed-residential community. This integrated project will include a blend of single-family, multi-family, and commercial development. 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.

## COMPREHENSIVE PLAN STATEMENTS:

The following Comprehensive Plan statements may be relevant to this case:

- Plan for continued growth and development that improves the community's overall quality of life and economic viability.
- Provide for a variety of sustainable housing options for all age groups and economic levels. Determine ways to successfully integrate this variety within neighborhoods so as to accommodate the different needs of families throughout their life cycle. Create more desirable and livable neighborhoods while respecting the goal of maintaining stable real estate values and housing marketability.
- Establish high standards for development.

## ANALYSIS:

The applicant is requesting to amend the Palmera Ridge PUD (Planned Unit Development) in order to add provisions for condominium regime development, clarify the garage setbacks, and modify the street light spacing. The proposal includes residential lot widths ranging from as narrow as forty (40') feet to over seventy (70') feet wide. The applicant has incorporated the mixture of residential districts in a well integrated neighborhood plan providing a variety of lot sizes within the same neighborhood.

### **EXISTING STANDARDS**

These existing standards include the standards that will remain as part of the PUD. The PUD proposal includes two categories of land use: Mixed Use and Single Family/Condominium Cluster. The Mixed Use category permits the development of uses listed in the MF-2-B (Multi-Family) and GC-3-C (General Commercial) zoning districts. The development agreement approved by the City Council limits the size of the mixed use area to fifteen acres, but not less than eleven acres.

The proposed MF-2-B district would permit a density of 18 units per acre and require that 35% of the units have garages. The Type B architectural component requires that 85% of the first

story walls are masonry and the 50% of the overall structure is masonry. The proposed GC-3-C is consistent with the current commercial zoning on the property. The proposed Type 3 site component associated with the GC use component permits the use of the outdoor site area for outdoor fuel sales, limited outdoor display and storage or accessory buildings. Permitted outdoor uses include:

- Outdoor Display (limited 30% of the gross floor area of the primary structure)
- Outdoor Storage (limited 20% of the gross floor area of the primary structure)
- Outdoor Fuel Sales
- Overhead Commercial Doors
- Drive-Through Lanes (also permitted in Type 2)

The Type C architectural component requires that 60% of the street facing walls are masonry and the 35% of the overall structure is masonry.

The table below identifies the proposed residential zoning districts, lot sizes, and allowed percent for the residential portion of this project. The approved development agreement limits the overall density of the residential portion of this project to 600 units.

Use	Lot Width	Minimum Lot Area	Living Area SF	Total Lots	Allowed Percent
<b>SINGLE-FAMILY</b>					
Single-Family Compact (SFC-2-A)	50'	5500	1100	229	38% max
Single-Family Urban (SFU-2-A)	60'	7200	1200	200	33% min
Single Family Suburban (SFS-2-A)	70'	9000	1500	125	21% min

### PROPOSED AMENDMENT

The proposed amendment includes adding the condominium/cluster development and removing the SFL-2-A (Single-Family Limited) district. The new table is shown below.

Use	Lot Width	Minimum Lot Area	Living Area SF	Total Lots	Allowed Percent
<b>SINGLE-FAMILY</b>					
Single-Family Compact (SFC-2-A)	50'	5500	1100	229	38% max
Single-Family Urban (SFU-2-A)	60'	7200	1200	200	33% min
Single Family Suburban (SFS-2-A)	70'	9000	1500	125	21% min
Condominium/Cluster Development (MF-2-A)				46	8% max

This subdivision is permitted to develop under the previous garage setback requirements because the preliminary plat was approved prior to the adoption of the updated Composite Zoning Ordinance. The applicant is proposing to add this language to the PUD for clarification as well as set standards for the measurement of the width of a lot. Currently, the Composite Zoning Ordinance states that lot width is the average horizontal distance between side property or lot lines. The applicant is proposing to measure the width of the lot at the front building setback line. The front building setback line is twenty feet from the property line. This proposal will

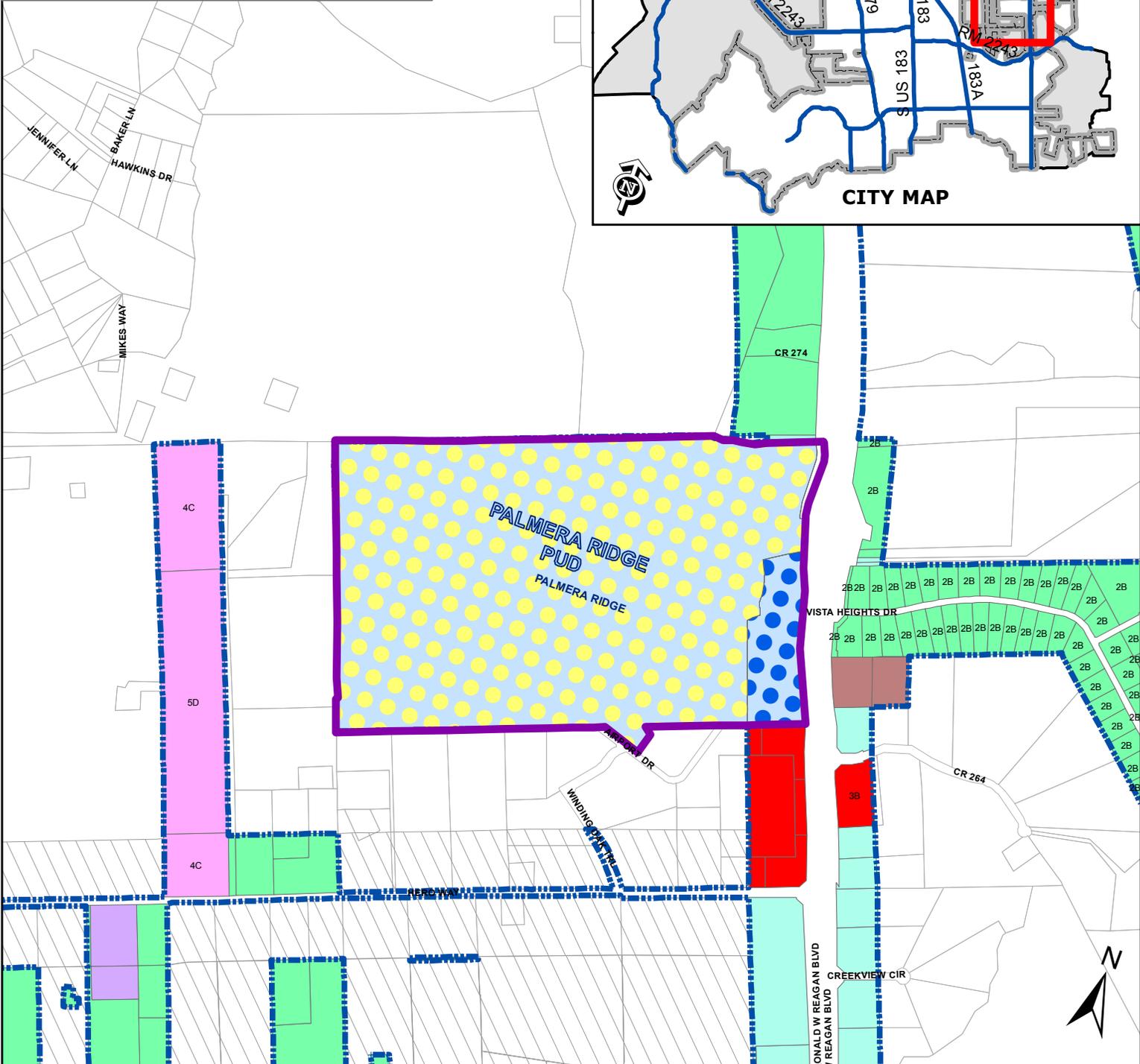
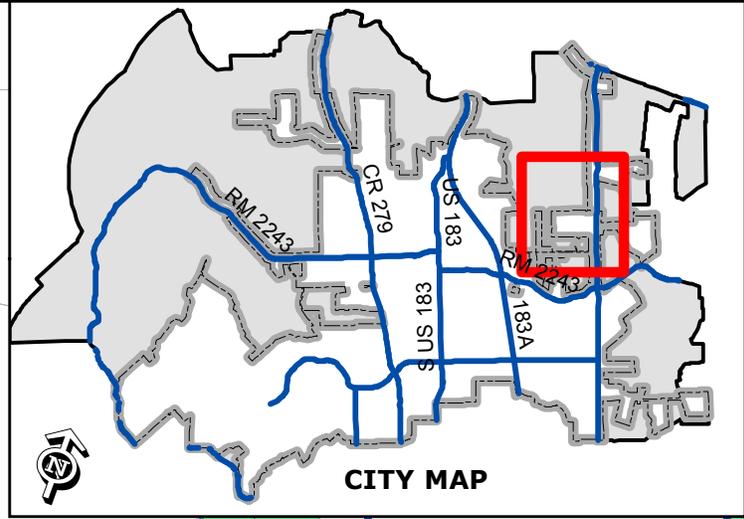
change how the width of irregularly shaped lots such as cul de sacs will be measured. In some circumstances, lots that would normally be classified as a sixty foot wide lot would be considered a fifty foot wide lot. This measure will impact which lots may be developed with the garage five feet in front of the dwelling. The total number of fifty foot wide lots will still be limited by the table above.

The applicant is also requesting to change the minimum spacing for street lights to a minimum spacing of three hundred (300') feet along all collector and public streets. The current street light spacing is one hundred fifty (150') feet along local streets. The spacing for collector roadways is determined by illumination design.

**STAFF RECOMMENDATION:**

Staff recommends approval of the requested PUD amendment. The proposed amendments to the PUD continue to promote more flexibility with the location of the single-family districts and incorporates a mixture of multi-family and commercial uses along Ronald W. Reagan Blvd. This application effectively utilizes composite zoning to incorporate a variety of land uses while maintaining high form standards. The requested PUD amendment meets the intent statements of the Composite Zoning Ordinance and the goals of the Comprehensive Plan.

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

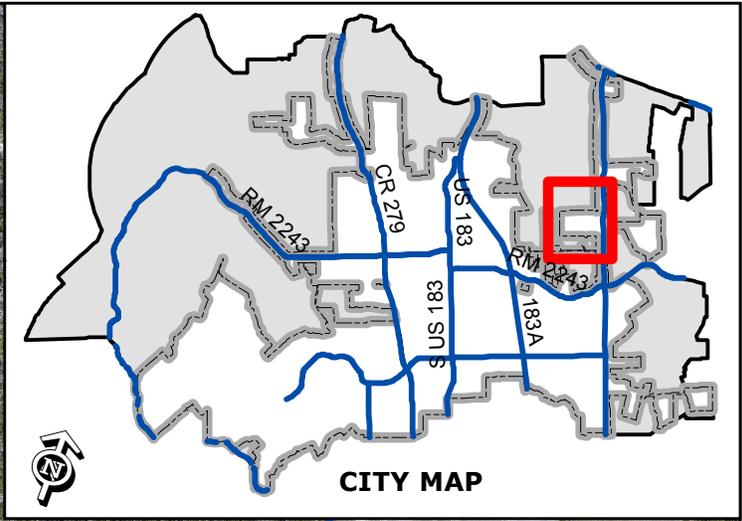


## ZONING CASE 15-Z-004 Attachment #2

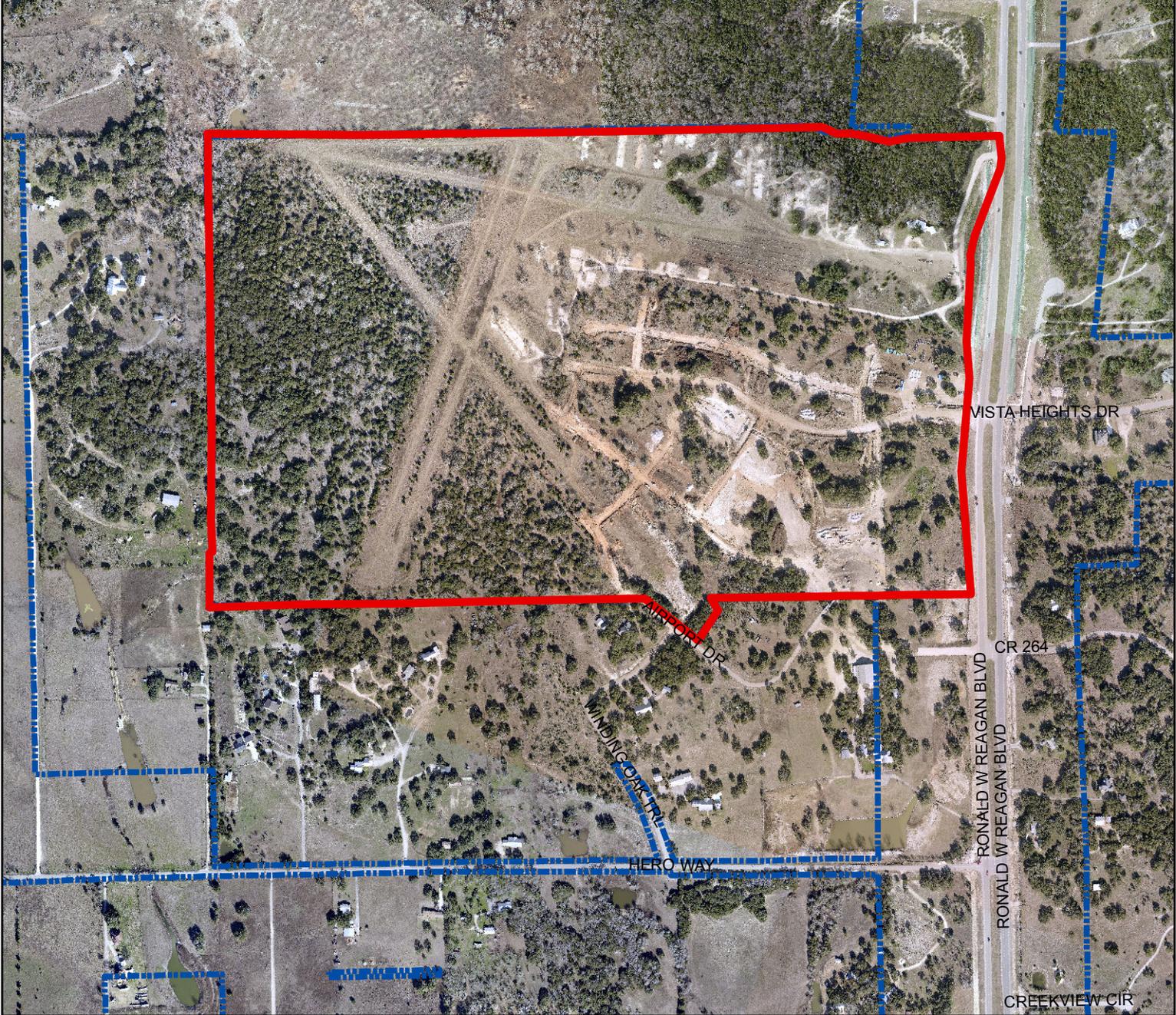
Current Zoning Map - Palmera Ridge PUD

 Subject Property	 PUD Commercial	 SFR	 SFT	 GC
 City Limits	 PUD Mixed Use	 SFE	 SFU/MH	 HC
 Future Annexation Per DA	 PUD Multi-Family	 SFS	 TF	 HI
 Involuntary Annexation	 PUD Single-Family	 SFU	 MF	 PUD
 Voluntary Annexation	 PUD Townhome	 SFC	 LO	
		 SFL	 LC	





CITY MAP



### ZONING CASE 15-Z-004 Attachment #3

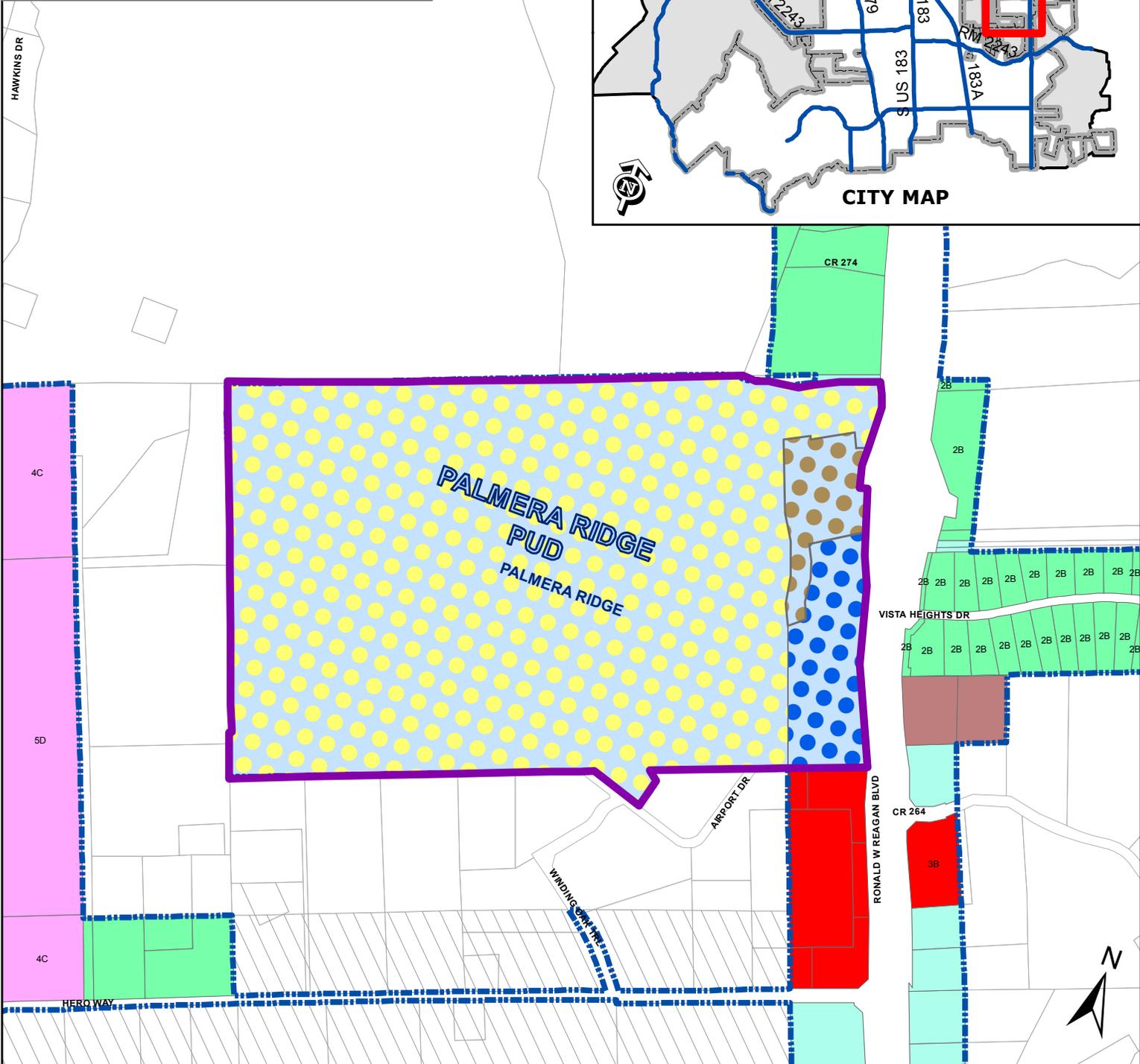
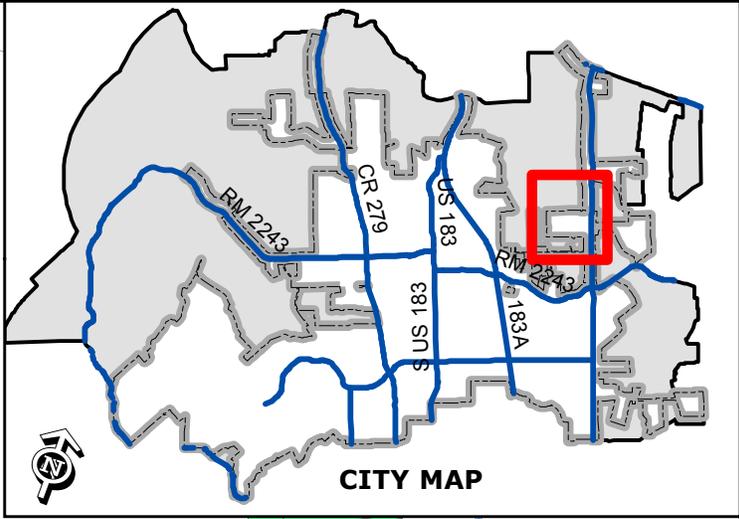
Aerial Exhibit - Approximate Boundaries  
Palmera Ridge PUD

0 200  
Feet



-  Subject Property
-  City Limits

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



### ZONING CASE 15-Z-004 Attachment #4

### Proposed Zoning Map - Palmera Ridge PUD

Subject Property	PUD Commercial	SFR	SFT	GC
City Limits	PUD Mixed Use	SFE	SFU/MH	HC
Future Annexation Per DA	PUD Multi-Family	SFS	TF	HI
Involuntary Annexation	PUD Single-Family	SFU	MF	PUD
Voluntary Annexation	PUD Townhome	SFC	LO	
		SFL	LC	



# EXHIBIT A PALMERA RIDGE PLANNED UNIT DEVELOPMENT

1. Base zoning districts:
  - A. The base zoning districts for the project and PUD Plan shall be all Zoning Categories listed on Tables A and B (gathered from the City of Leander Composite Zoning Ordinance).

**Table A Mixed Use**

Zoning Category - City of Leander for Commercial/Multi Family Residential 15 Acres	Zoning Category	Acreage	Max # of Units	% of Total
General Commercial (1)	GC-3B	15		0-100%
Multi Family (1)	MF-2B			0-100%
<b>Total</b>		<b>15</b>		

1. Uses can be either, all or a combination of both uses on 15 acres

**Table B Single Family and Condominium/Cluster**

Zoning Category - City of Leander for Single Family - 175 Acres	Zoning Category	Lot Width	Minimum Lot Size	Living Area SF	Total Lots/Units	% of Total	Min/Max %
Single Family Compact	SFC-2A	50	5500	1100	229 Lots	38%	max
Single Family Urban	SFU-2A	60	7200	1200	200 Lots	33%	min
Single Family Suburban	SFS-2A	70	9000	1500	125 Lots	21%	min
Condominium/Cluster Development	MF-2A				46 Units	8%	Max
<b>Total</b>					<b>600</b>	<b>100%</b>	

2. PUD Area = 197.55 Acres
3. Single Family Lot width distribution shall be in accordance with Table B.
4. This PUD will be single family residential, condominium/Cluster housing, multi-family and commercial development.
5. This Project shall be limited to 600 single-family lots and approximately 15 acres (but no less than 11 acres) of commercial and or multi-family development fronting on Ronald Reagan Boulevard.
6. The development will contain a minimum of 20 acres of parkland, amenity center and natural open spaces.
7. A 6' decorative rock wall will be built along the rear or sides of homes backing or siding to all collector streets within a 25' landscaped parkway.

8. Over a 1 mile of pedestrian trails will be built within the development. A conceptual layout of the Trails is shown on Exhibit B.
9. Two native landscaped wet ponds will be constructed in Palmera Ridge Section 1 as shown on Exhibit B.
10. All single family homes and the condo/cluster development will be constructed to Type "A" Architectural Standards as defined by the City of Leander.
11. No homes will front on the collector road and all street facing sides of home backing or siding on the collector road will be 100% masonry.
12. A Single Tier of lots will be allowed along all collector streets identified on the PUD Land Use Plan.
13. The Development Agreement between the City of Leander and Palmera Ridge Development, Inc. regarding the Development applies to this PUD.
14. Garage Placement: For lots less than sixty feet wide (and less than seventy feet on corner lots) and zoned SFC or SFT, residential street facing garages shall be located not closer to the street than five feet in front of the dwelling or roof of a covered porch, with such dwelling or porch structure being not less than seven feet wide for all portions of the structure adjacent to the garage. For all other lots, residential street facing garages shall be located no closer to the street than the dwelling. The minimum front building setback is 20' from the property line (25' front setback for street facing garages). For purposes of this provision on garage placement, the lot width shall be determined based on the width of the lot at the front building setback of the lot for all lot sizes. Measurement of corner lots shall be ten feet wider to account for a fifteen foot street side setback.

Garage Setback		SFC	SFU	SFS
Interior Lot	Lot Width	50	60	70
Corner Lot	Lot Width	60	70	80
	Side Yard Setback	5	5	5
	Rear Yard Setback	15	15	15
	Front Garage Setback	25	25	25
	Minimum Front Setback	20	20	20
	Street Side Building Setback	15	15	15
	Street Side Garage Setback	20	20	20

15. A Hill Country Street lighting plan for this PUD will require a minimum spacing of 300' along all collector and public streets. Decorative Street Lighting shall be permitted within the median of Palmera Ridge Boulevard. All street lighting shall be installed with energy efficient LED light fixtures.
16. Primary subdivision signage will be located at the entry along Ronald Reagan Blvd. and shall be allowed a maximum of 80 square feet of signage or graphics. Tertiary entrance signs shall be comprised of stone or masonry and shall each be allowed a maximum of 50 square feet with a maximum of 15 square feet of signage or graphics.
17. Site and Architectural components for Condo/Cluster site:
  - A. Maximum Number of Detached Units: 46 Units
  - B. Architectural Components: Type A
  - C. Access Drives: Driveway access to Units is prohibited from Azul Lagoon Drive. internal private drives shall be a minimum of 26 foot wide with curb and gutter measured from face of curb to face of curb.
  - D. Units adjacent to Azul Lagoon Drive must face Azul Lagoon Drive with rear entry garage accessed from internal private drive.
  - E. Residential Setbacks: Front building setbacks shall be a minimum of 15-feet from back of curb. Side building separation shall be a minimum of 10-feet. When the rear of one unit is immediately adjacent to the side of another unit the minimum setback shall be 10-feet. Rear building separation (defined as the condition when rears of two units are immediately adjacent to one another) shall be a minimum of 30-feet. Patios (covered or uncovered) and decks are not included in the rear building separation. Eave overhang is not included in calculations for minimum building separation. A minimum of seven-foot clear zone between building roof lines will be provided.
  - F. Sidewalks: A 4' sidewalk is required along all public streets. No sidewalks are required along the internal private drives.
  - G. Units may have single car garages with driveways at least 18 feet long and 9 feet wide. Garages will be setback at least 20' feet from the back of curb except for units fronting on Azul Lagoon Drive which shall have rear access garages. Garages may be flush with the primary façade as long as primary façade is located 20' from the back of curb (porches are considered part of the primary façade as long as they are a minimum of 7 feet wide and 6 feet deep).
  - H. Lighting: Street lighting is required along all public streets and is optional in the interior private drives within the project.
  - I. Minimum landscape requirements for detached single-family and two-family residential structures shall be two (2) two-inch significant trees such as oak, elm, pecan, walnut, hickory, cherry, cypress, redbud and any rare species measured eighteen inches above finished grade immediately after planting, three (3) one-gallon shrubs, three (3) five-gallon shrubs and turf grass or an alternative material as defined in this section from the front property line to the front two (2) corners of the structure and a minimum coverage area extending 3' from the slab/foundation to protect water runoff from the roof drip line. If lawn grass is not used in this area, then rain gutter systems shall be in place. One three and a half inch caliper tree may be substituted for two (2) two-inch trees if the tree is planted in the front yard. Existing trees and shrubs that are retained in healthy condition may count toward fulfillment of these requirements.



Table C Condo Cluster Building Envelopes	
30' x 40' (1,200 SF)	MINIMUM*
35' x 65' (2,275 SF)	MAXIMUM*

**ORDINANCE NO #**

**ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY AMENDING THE PALMERA RIDGE PUD (PLANNED UNIT DEVELOPMENT); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.**

**Whereas**, the owner of the property described herein after (the "Property") has requested that the Property be rezoned;

**Whereas**, after giving at least ten days written notice to the owners of land within two hundred 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 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, as amended, the City of Leander Composite Zoning Ordinance (the "Zoning Ordinance" or "Code"), is hereby modified and amended by rezoning the Property as set forth in Section 3.

**Section 3. Applicability.** This ordinance applies to the following parcels of land, which is herein referred to as the "Property:" That certain parcels of land being 197.55 acres, more or less, located in Leander, Williamson County, Texas, being more particularly described in Exhibit "A", generally located on the north of Hero Way, west of Ronald W. Reagan Blvd, and south of San Gabriel Pkwy; legally described as Part of Lot 7, Kittie Hill Acres and 195.649 acres more or less out of the T. Chambers Survey, more particularly described in Document Numbers 2013115345 and 2014001362, Official Public Records of Williamson County, Texas, and identified by tax identification numbers R098020, R031606, R473799, R473798, R473797, R333713, R031617, and R031607.

**Section 4. Property Rezoned.** The Zoning Ordinance is hereby amended by changing the zoning district for the Property from GC-3-C (General Commercial), Interim SFS-2-B (Single-Family Suburban) and Interim SFR-1-B (Single-Family Rural) to PUD (Planned Unit Development) known as the Palmiera Ridge PUD. The PUD shall be developed and occupied in accordance with this Ordinance, the PUD plan attached as Exhibit "B", which are hereby adopted and incorporated herein for all purposes, and the Composite Zoning Ordinance to the extent not amended by this Ordinance. In the event of a conflict between the Composite Zoning Ordinance and the requirements for the Property set forth in this Ordinance, this Ordinance shall control.

**Section 5. Recording Zoning Change.** The City Council directs the City Secretary 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 3<sup>rd</sup> day of April, 2014.  
**FINALLY PASSED AND APPROVED** on this the 17<sup>th</sup> day of April, 2014.

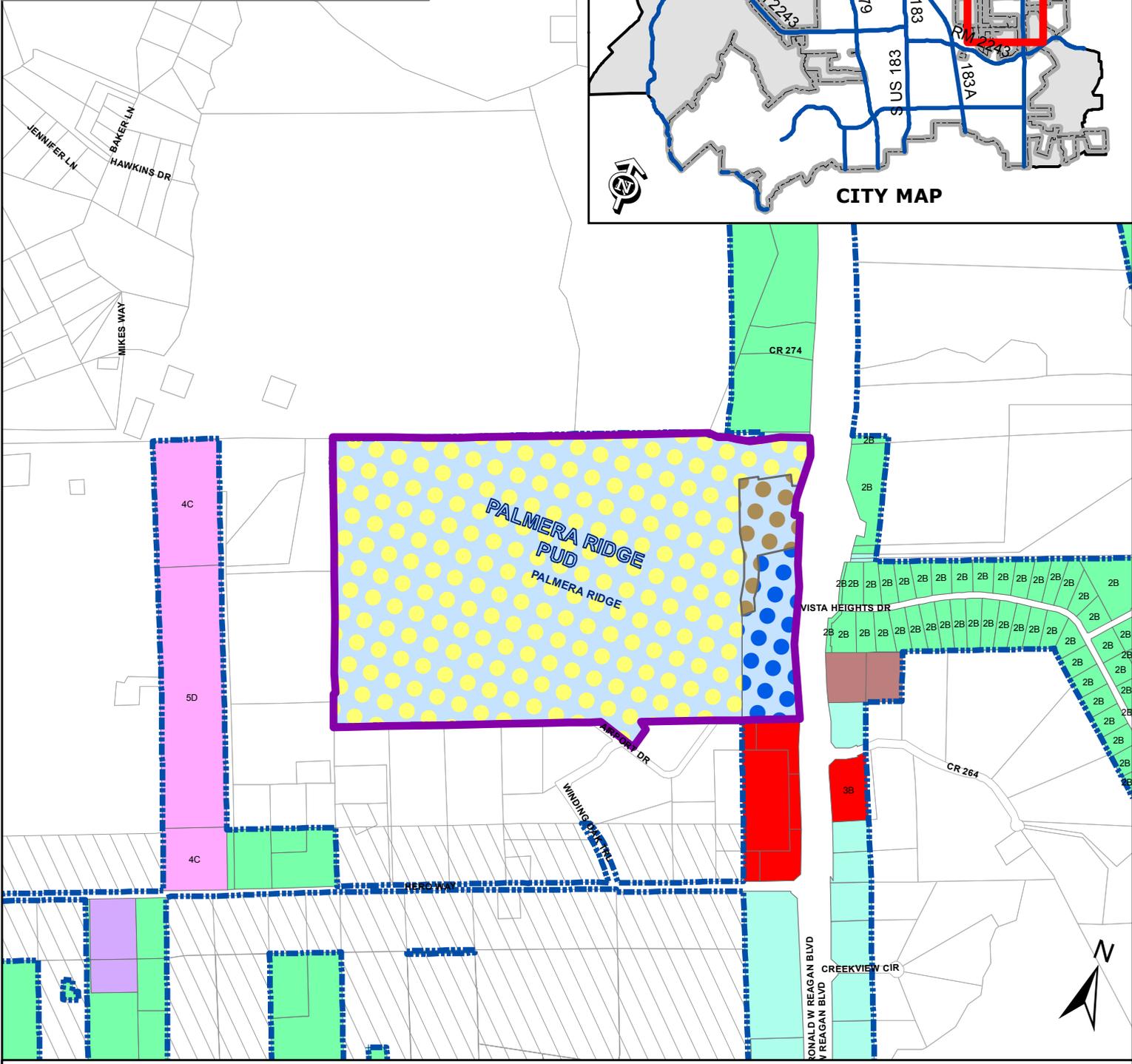
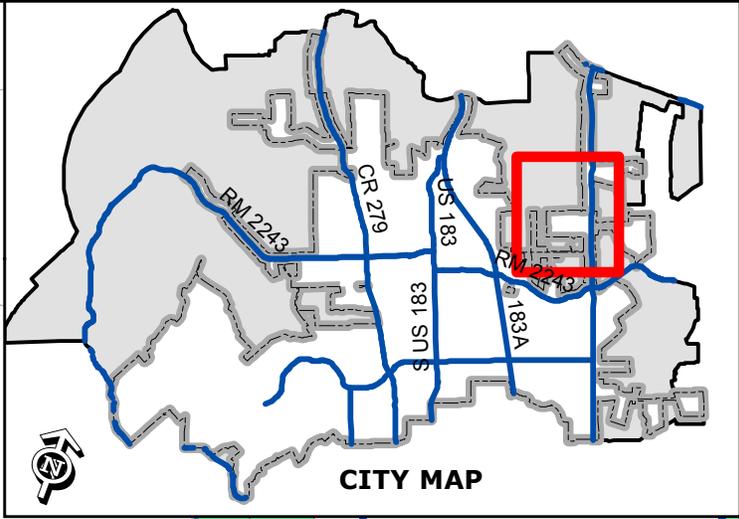
**THE CITY OF LEANDER, TEXAS**

**ATTEST:**

\_\_\_\_\_  
Christopher Fielder, Mayor

\_\_\_\_\_  
Debbie Haile, City Secretary

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### ZONING CASE 15-Z-004 Exhibit A

### Current Zoning Map - Palmera Ridge PUD

 Subject Property	 PUD Commercial	 SFR	 SFT	 GC
 City Limits	 PUD Mixed Use	 SFE	 SFU/MH	 HC
 Future Annexation Per DA	 PUD Multi-Family	 SFS	 TF	 HI
 Involuntary Annexation	 PUD Single-Family	 SFU	 MF	 PUD
 Voluntary Annexation	 PUD Townhome	 SFC	 LO	
		 SFL	 LC	



**Discussion took place.**

f) Consider Action

**Commissioner Allen moved to approve with staff recommendation, Commissioner Anderson seconded the motion. Motion passed unanimously.**

15. Comprehensive Plan Amendment Case 15-CPA-004: Hold a public hearing and consider action on a comprehensive plan amendment requesting a change to a community center node and a neighborhood center node shown on the Future Land Use Plan. The applicant is proposing to reduce the size of portions of the community center node located at the future intersection of the Lakeline Blvd and San Gabriel Pkwy and the neighborhood center node located at the future intersection of Lakeline Blvd and CR 280 that are located within their proposed subdivision boundaries, Leander, Williamson County, Texas. Applicant/Agent: Danny Martin on behalf of J.L. Development, Inc (John Lloyd)

a) Staff Presentation

**Robin Griffin, Senior Planner, stated that staff reviewed the request and recommends denial.**

b) Applicant Presentation

**Danny Martin spoke on the purpose for the Comprehensive Plan Amendment.**

c) Open Public Hearing

**Chairman Sokol opened the public hearing. No one wished to speak.**

d) Close Public Hearing

**Chairman Sokol closed the public hearing.**

e) Discussion

**Discussion took place.**

f) Consider Action

**Commissioner Hines moved to deny with staff recommendation, Commissioner Schwendenmann seconded the motion. Motion passed unanimously.**

16. **Zoning Case 15-Z-004**: Hold a public hearing and consider action on the rezoning of several tracts of land generally located to the north of Hero Way, west of Ronald Reagan Blvd and south of San Gabriel Pkwy; 197.55 acres more or less; WCAD Parcels #R098020, R031606, R473799, R473798, R473797, R333713, R031617, R031607. The applicant is proposing an amendment to the Palmera Ridge PUD (Planned Unit Development), Leander, Williamson County, Texas. Applicant: Blake J. Magee on behalf of Palmera Ridge Development, Inc.

a) Staff Presentation

**Robin Griffin, Senior Planner, stated that staff reviewed the request and recommends approval.**

b) Applicant Presentation  
**Blake Magee stated the purpose for his zoning request.**

c) Open Public Hearing  
**Chairman Sokol opened the public hearing.  
No one wished to speak.**

d) Close Public Hearing  
**Chairman Sokol closed the public hearing.**

e) Discussion  
**Discussion took place.**

f) Consider Action  
**Commissioner Wixson moved to approve with staff recommendation,  
Commissioner Anderson seconded the motion. Motion passed  
unanimously.**

17. Meeting adjourned at **8:17 pm**

\_\_\_\_\_  
Chairman Sokol

ATTEST:

\_\_\_\_\_  
Ellen Pizalate, Secretary



**Executive Summary**

**June 04, 2015**

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**Agenda Subject:** Special Use Case #15-SU-001: Hold a public hearing and consider action on a Special Use Permit for a temporary parking lot associated with the model home complex, generally located to the northwest of the intersection of West Broade Street and Longhorn Cavern Road within the Oak Creek Subdivision, Leander, Williamson County, Texas.

**Background:** This request is the second step in the process.

**Origination:** Applicant: Pape-Dawson Engineers on behalf of Sentinel Cotter Leander, LLC.

**Financial Consideration:** None

**Recommendation:** See Planning Analysis. The Planning & Zoning Commission unanimously recommended approval of the special use permit at the May 28, 2015 meeting.

**Attachments:**

1. Planning Analysis
2. Current Zoning Map
3. Proposed Site Plan
4. Aerial Map
5. Letter of Intent
6. Ordinance
7. Minutes–Planning & Zoning Commission May 28, 2015

**Prepared By:** Tom Yantis, AICP  
Assistant City Manager

05/28/2015



## PLANNING ANALYSIS

### SPECIAL USE PERMIT CASE 15-SU-001 W BROADE ST

#### GENERAL INFORMATION

**Owner:** Sentinel Cotter Leander, LLC

**Agent:** Pape-Dawson Engineers

**Current Zoning:** PUD (Planned Unit Development Single-Family)

**Size and Location:** The subject property is generally located to the northwest of the intersection of West Broade Street and Longhorn Cavern Road within the Oak Creek Subdivision

**Staff Contact:** Martin Siwek, AICP, GISP

#### ABUTTING ZONING AND LAND USE:

The table below lists the abutting zoning and land uses.

	ZONING	LAND USE
NORTH	PUD	Oak Creek Subdivision (Single-Family Under Construction)
EAST	PUD	Oak Creek Subdivision (Proposed Condo Regime)
SOUTH	SFC-2-B	Single-Family Neighborhood (North Side Meadow) (Under Construction)
WEST	PUD	Oak Creek Subdivision (Single-Family Under Construction)

**ANALYSIS:**

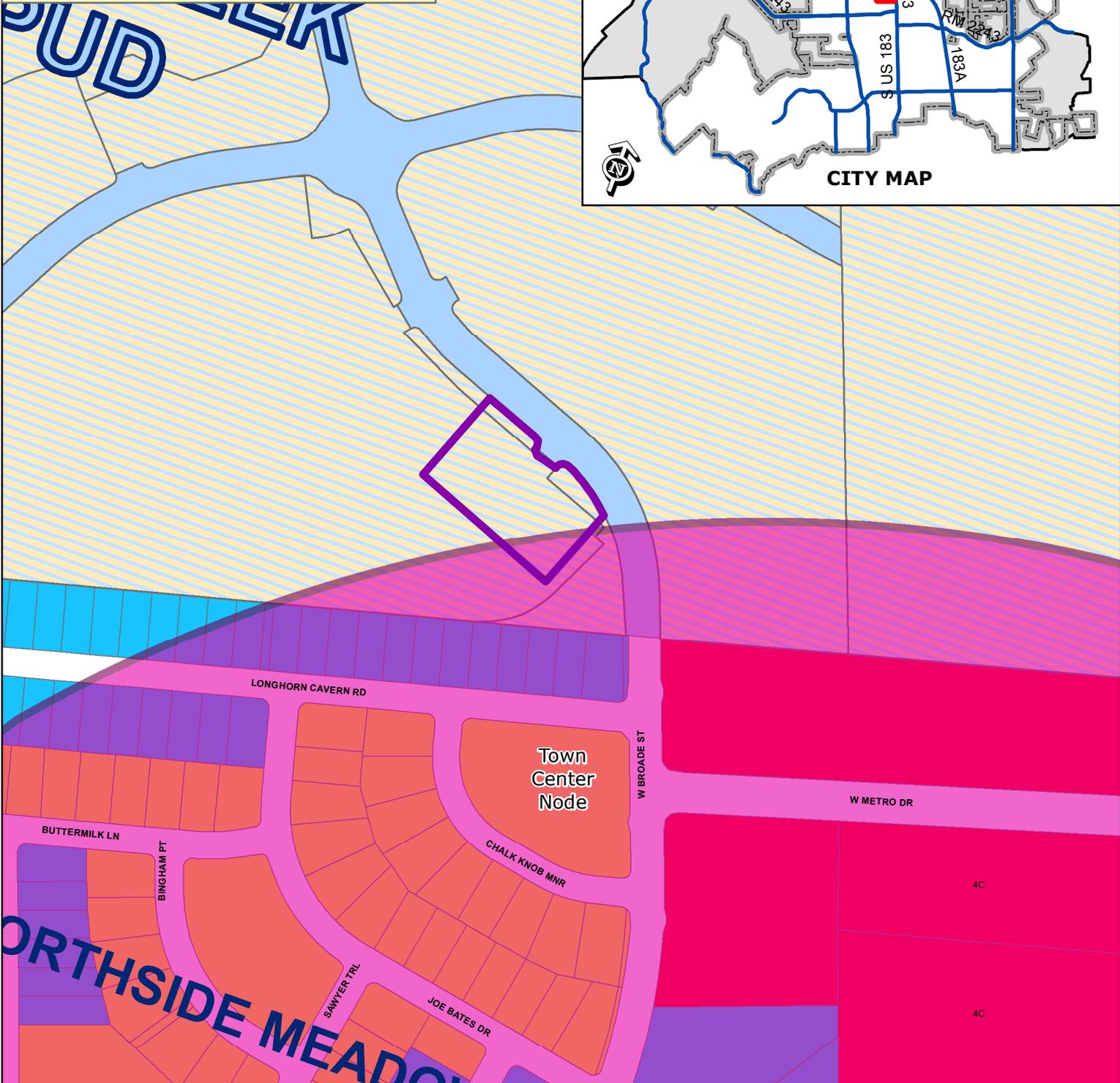
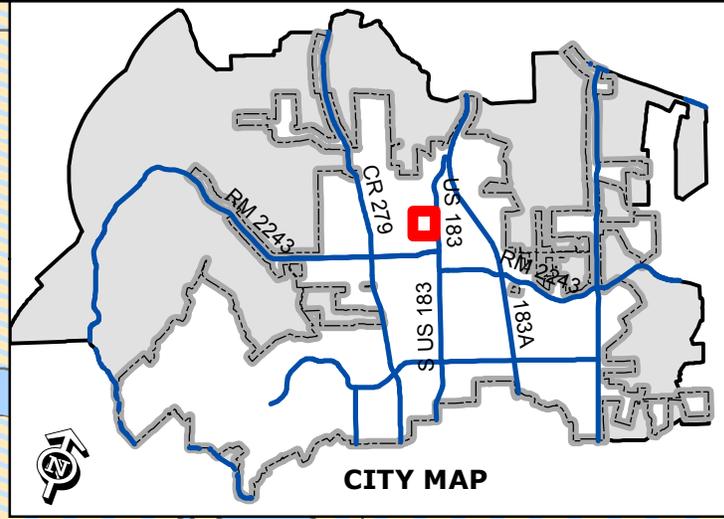
Uses permitted in a zoning district are classified in two ways. The first type of use is what is referred to as a use permitted by right. A use permitted by right is allowed in the specified zoning district(s) provided that the property owner complies with specified building and site requirements. The second type of use is what is referred to as a special use. A special use permit allows for certain land uses in a given zoning district and generally requires more review by the Planning and Zoning Commission and City Council in order to ensure the compatibility of the proposed use with the surrounding land uses.

The applicant is requesting a temporary parking lot in order to provide parking for their model home complex. This parking lot will offer a safer option for existing residents and potential home buyers. At a later date, the paved area will be removed and a home will be built.

Staff recommends approval of this special use permit with the following conditions:

1. The parking lot will comply with the Composite Zoning Ordinance landscaping and lighting requirements.
2. The parking lot will be removed within one year.

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## SPECIAL USE PERMIT CASE 15-SU-001



### Attachment #2

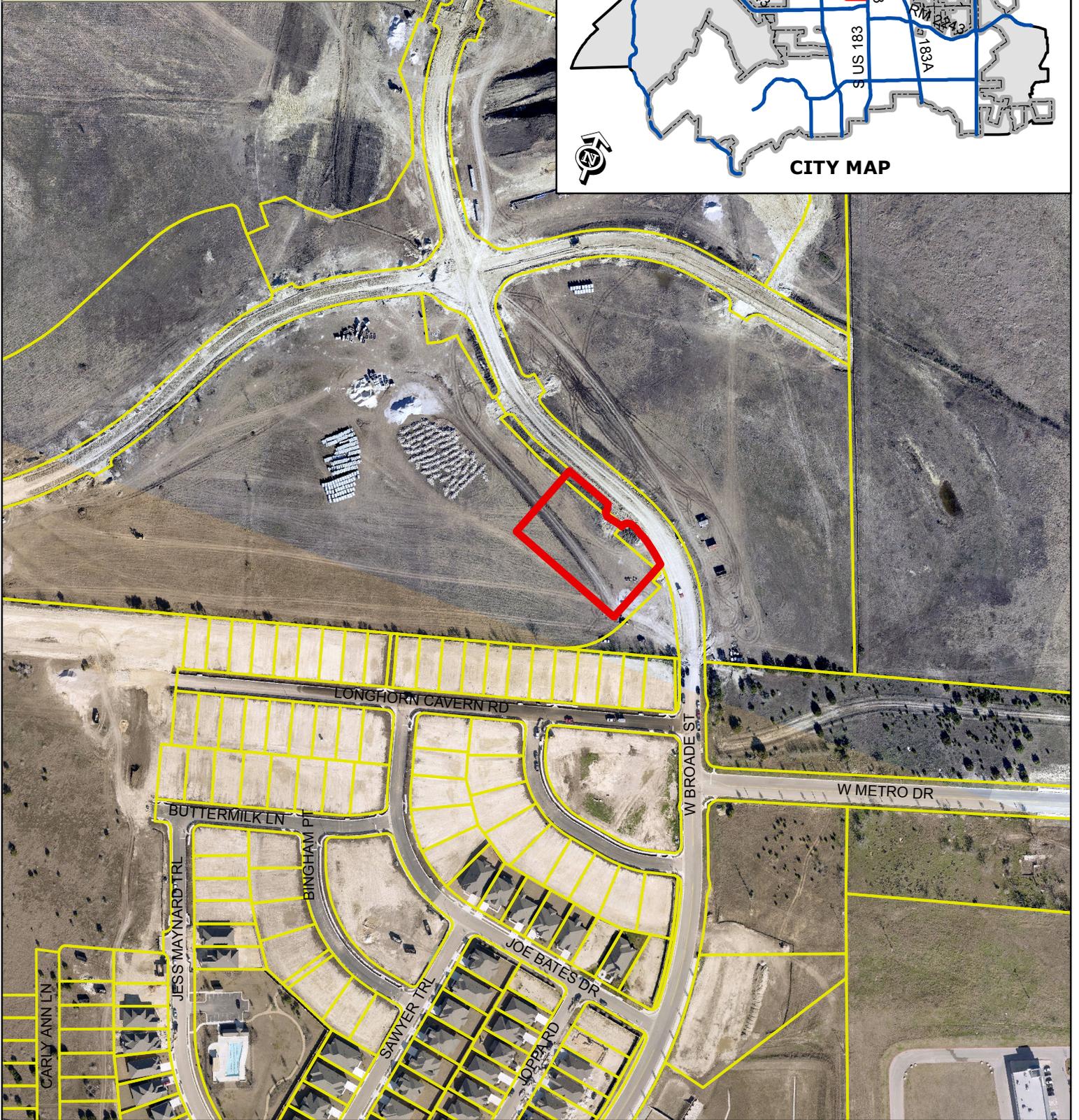
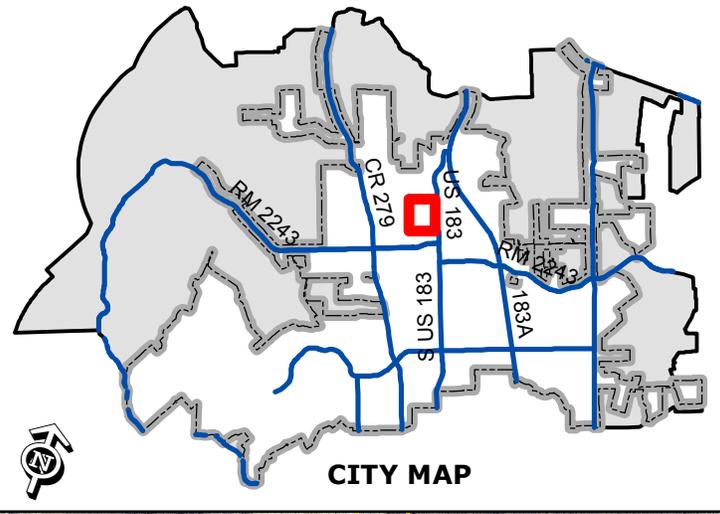
Current Zoning Map  
Oak Creek Model Home Parking



SFR	SFT	GC	CD Conventional Sector	T5 Urban Center
SFE	SFU/MH	HC	S1 General Sector	T6 Urban Core
SFS	TF	HI	S2 Station Sector	S1, T4; T4 General Urban
SFU	MF	PUD	S3 Old Town Sector	SD Special District
SFC	LO	<b>SECTORS</b>	<b>TRANSECTS</b>	
SFL	LC	OS Open Space	Civic Building	



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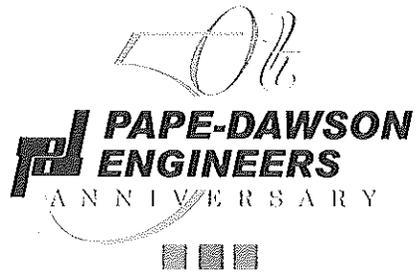


### S.U.P. CASE 15-SU-001 Attachment #4

Aerial Exhibit - Approximate Boundaries  
Oak Creek Model Home Parking



-  Subject Property
-  City Limits



April 28, 2015

Robin M. Griffin, AICP  
City of Leander Planning Department Project Name:  
104 North Brushy Street  
PO Box 319 Leander, Texas 78646

RE: Oak Creek Special Use Permit

Attachments: Special Use Permit Application

Dear Ms. Griffin:

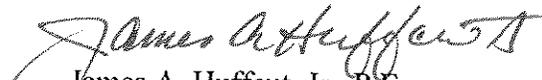
On behalf of our client we are submitting a Special Use Permit Application for Oak Creek Subdivision. Our client would like to construct temporary sales offices off W Broade Street. They intent to use these sales offices for about one year as the subdivision is developed. When the trailers are no longer needed the area will be demolished and turned into permanent residential lots. The temporary sales office area includes 4 trailers, a parking lot, and a driveway similar to the attached Project Area Exhibit and Schematic Site Plan.

Please contact me if you have any questions or need additional information concerning this submittal.

Sincerely,

Pape-Dawson Engineers, Inc.

Texas Board of Professional Engineers, Firm Registration #470

  
James A. Huffcut, Jr., P.E.  
Vice President

**ORDINANCE NO #**

**ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY APPROVING A SPECIAL USE PERMIT FOR A TEMPORARY PARKING LOT ASSOCIATED WITH THE MODEL HOME COMPLEX ON ONE PARCEL OF LAND; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.**

**Whereas**, the owner of the property described herein after (the "Property") has requested that the Property be rezoned;

**Whereas**, after giving at least ten days written notice to the owners of land within two hundred 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 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, 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 1.245 acres, more or less, located in Leander, Williamson County, being more particularly described in Exhibit "A", generally located approximately 225 feet to the northwest of the intersection of West Broade Street and Longhorn Cavern Road, more particularly described in Document Number 2013089235, Official Public Records of Williamson County, Texas, and identified by tax identification number R529001, R529002, and R529007, .

**Section 4. Special Use Permit.** The Special Use Permit is hereby approved for a temporary parking lot associated with the Model Home Park for the Property with the following conditions: 1) the parking lot will comply the Composite Zoning Ordinance landscape requirements and 2) the parking lot will be removed within one (1) year.

**Section 5. 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 6. 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 4<sup>th</sup> day of June, 2015.  
**FINALLY PASSED AND APPROVED** on this the 18<sup>th</sup> day of June, 2015.

**THE CITY OF LEANDER, TEXAS**

**ATTEST:**

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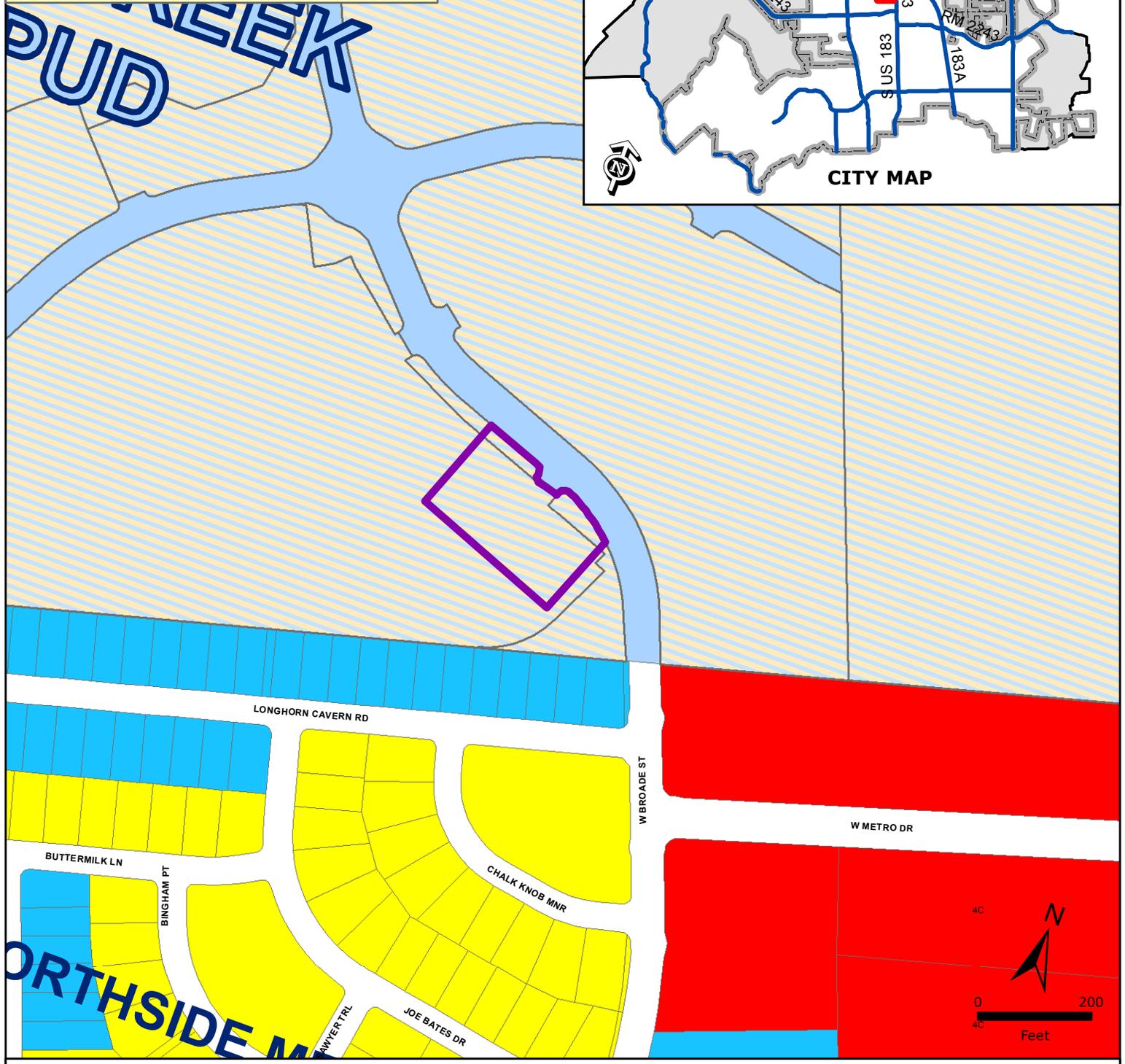
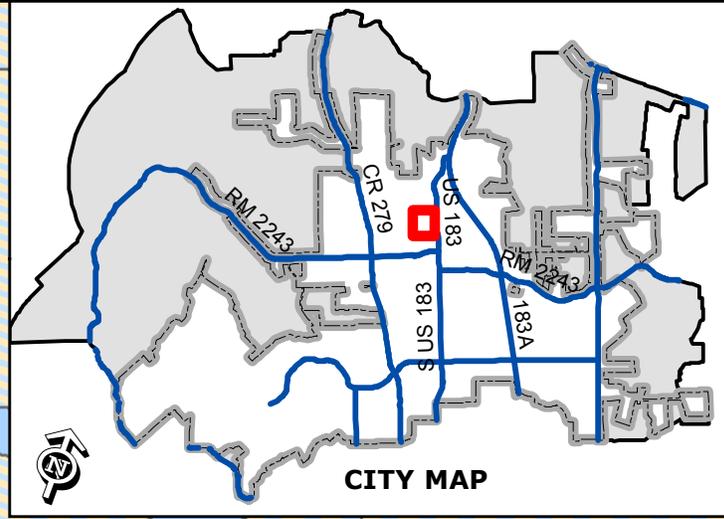
Christopher Fielder, Mayor

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Debbie Haile, City Secretary



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### SPECIAL USE PERMIT CASE 15-SU-001, EXHIBIT B

Current Zoning Map	SFR	SFL	LO	<b>SECTORS</b>	Civic Building
Oak Creek Model Home	SFE	SFT	LC	OS Open Space	T5 Urban Center
Parking	SFS	SFU/MH	GC	CD Conventional Sector	T6 Urban Core
Subject Property	SFU	TF	HC	S1 General Sector	S1, T4; T4 General Urban
City Limits	SFC	MF	HI	S2 Station Sector	SD Special District
			PUD	S3 Old Town Sector	

11. Subdivision Case 14-FP-050: Consider action on the Crystal Falls Town Center, Phase 2 Final Plat for 16.399 acres more or less; TCAD Parcel 823336 and WCAD Parcel R484293; generally located to the southeast of the intersection of Christine Drive and Crystal Falls Parkway, Williamson and Travis Counties, Texas. Applicant/Agent: Jay Engineering on behalf of Lookout Partners, LP.
  
12. Subdivision Case 14-FP-039: Consider action on the Palmera Ridge Section 2 Final Plat for 10.30 acres more or less; WCAD Parcel R031617; generally located ¼ of a mile north of the west end of Airport Dr., Williamson County, Texas. Applicant/Agent: Randall Jones Engineering and Associates Inc. on behalf of Palmera Ridge Development Inc.
  
13. Subdivision Case 15-SFP-002: Consider action on the second replat of North Creek Commercial Park, Short Form Final Plat, for approximately 13.274 acres, more or less, Williamson County Property ID #R304545; generally located 216 feet from the northwest corner of the intersection of Old 2243 W. and N. Bagdad Rd. on the west side of N. Bagdad Rd., Leander, Williamson County, TX. Applicant: Bruce Nakfoor.

**Motion made by Commissioner Anderson to approve the consent agenda item seconded by Commissioner Hines. Motion passed unanimously**

<b>Public Hearing</b>
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14. **Special Use Case 15-SU-001**: Hold a public hearing and consider action on a Special Use Permit for a temporary parking lot associated with the model home complex, generally located to the northwest of the intersection of West Broade Street and Longhorn Cavern Road within the Oak Creek Subdivision, Leander, Williamson County, Texas. Applicant: Pape-Dawson Engineers on behalf of Sentinel Cotter Leander, LLC.

a) Staff Presentation

**Martin Siwek, AICP Planner, stated that staff reviewed the request and recommends approval.**

b) Applicant Presentation

**Shelly Mitchell was present for questions.**

c) Open Public Hearing

**Chairman Sokol opened the public hearing.  
No one wished to speak.**

d) Close Public Hearing

**Chairman Sokol closed the public hearing.**

e) Discussion

**Discussion took place.**

f) Consider Action

**Commissioner Allen moved to approve with staff recommendation, Commissioner Anderson seconded the motion. Motion passed unanimously.**

15. Comprehensive Plan Amendment Case 15-CPA-004: Hold a public hearing and consider action on a comprehensive plan amendment requesting a change to a community center node and a neighborhood center node shown on the Future Land Use Plan. The applicant is proposing to reduce the size of portions of the community center node located at the future intersection of the Lakeline Blvd and San Gabriel Pkwy and the neighborhood center node located at the future intersection of Lakeline Blvd and CR 280 that are located within their proposed subdivision boundaries, Leander, Williamson County, Texas. Applicant/Agent: Danny Martin on behalf of J.L. Development, Inc (John Lloyd)

a) Staff Presentation

**Robin Griffin, Senior Planner, stated that staff reviewed the request and recommends denial.**

b) Applicant Presentation

**Danny Martin spoke on the purpose for the Comprehensive Plan Amendment.**

c) Open Public Hearing

**Chairman Sokol opened the public hearing. No one wished to speak.**

d) Close Public Hearing

**Chairman Sokol closed the public hearing.**

e) Discussion

**Discussion took place.**

f) Consider Action

**Commissioner Hines moved to deny with staff recommendation, Commissioner Schwendenmann seconded the motion. Motion passed unanimously.**

16. Zoning Case 15-Z-004: Hold a public hearing and consider action on the rezoning of several tracts of land generally located to the north of Hero Way, west of Ronald Reagan Blvd and south of San Gabriel Pkwy; 197.55 acres more or less; WCAD Parcels #R098020, R031606, R473799, R473798, R473797, R333713, R031617, R031607. The applicant is proposing an amendment to the Palmera Ridge PUD (Planned Unit Development), Leander, Williamson County, Texas. Applicant: Blake J. Magee on behalf of Palmera Ridge Development, Inc.

a) Staff Presentation

**Robin Griffin, Senior Planner, stated that staff reviewed the request and recommends approval.**



**Executive Summary**

**June 04, 2015**

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**Agenda Subject:** Consideration of a proposed amendment to the LISD Land Development Agreement regarding fence materials.

**Background:** The Composite Ordinance requires that fencing located around a detention pond is constructed of wrought iron or decorative tubular metal. LISD's standard is to provide black vinyl coated chain link fence for all fencing needs.

If Council is in favor of the request from LISD, an amendment to the existing Land Development Agreement will be prepared by LISD's attorney and presented for final approval by the City Council at a future meeting.

**Origination:** Applicant: LISD

**Financial Consideration:** None

**Recommendation:** Staff is requesting guidance from the City Council regarding whether to amend the current Land Development Agreement to permit black vinyl coated fencing for all fencing on LISD campuses.

**Attachments:** 1. LISD Request Letter

**Prepared By:** Tom Yantis, AICP  
Assistant City Manager

05/28/2015



Tom Yantis, Assistant City Manager  
City of Leander  
PO Box 319  
Leander, TX 78646

May 27, 2015

Dear Tom,

The City of Leander's Composite Zoning Ordinance, section 7-b-4, requires that "Any fencing around non-residential and multi-family detention ponds shall be constructed of wrought iron or decorative tubular metal or other similar product".

Leander ISD's standard is to use black vinyl coated chain link fence for all of our fencing needs when constructing a new school. When we construct a school we allow the developer to pay the premium above what the black vinyl chain link fence would cost to install a wrought iron fence. In addition, the developer/HOA assumes all responsibility to maintain the wrought iron fence.

LISD currently has a HOA that has learned it will cost them \$70,000 to repaint the wrought iron fence and is asking for LISD's assistance. This is the reason LISD has used the black vinyl coated chain link fence as our standard. In addition, there is a \$20,000 premium to install wrought iron fence over chain link fence just for the detention pond at Elem #26/Camacho Elementary School being built on Municipal Drive. LISD believes it is not good use of taxpayer's money to pay the premium for the wrought iron fence and then have to spend more money to maintain it, all while providing no additional functionality to the district or taxpayers.

Leander ISD would like to amend our land development agreement with the City of Leander dated October 18, 2007 to state that LISD is allowed to use black vinyl coated chain link fence for all fencing needs. This would include, but not limited to, perimeter fence, detention/water quality ponds, and playfield fences. This amendment would be effective beginning with our current projects under construction, Camacho Elementary and Glenn High School.

If the City Council does not approve the amendment, LISD would ask that the City agree to maintain the wrought iron fence.

If the City Council should approve this, then we will have our attorney draft the language to amend the land development agreement and bring back to the City Council and LISD School Board for approval and signature.

Please let me know if you have any questions regarding this.

Sincerely,

Jimmy Disler  
Leander Independent School District  
Sr. Executive Director of Facilities and Operations

**LeanderISD.org**

204 W. South Street • P.O. Box 218 • Leander, TX 78646

Phone: 512-570-0000 • Fax: 512-570-0054



**Executive Summary**

**June 4, 2015**

**Agenda Subject:** Resolution Approving a Change in the Rates of Atmos Energy Corporation, Mid-Tex Division.

**Background:** In 2015, Atmos MidTex filed an application using the “Rate Review Mechanism (RRM)” to increase its rates. The Rate Review Mechanism is an alternative method of seeking rate relief than more traditional rate filings. The Atmos Texas Municipalities (ATM) coalition, of which Leander is a member, reached a proposed settlement agreement for City Council consideration. Atmos requested an increase of about \$28.7 million and the proposed agreement is for an increase of about \$21.8 million for the 2015 RRM filing. If the City wanted to opt out of the agreement and continue the challenge it would have had to file the appeal by May 31, 2015. However, all litigation expenses would then be borne by the City.

Also, the settlement resolves Atmos' appeal of the ATM cities' denial of Atmos' filing under the RRM for 2014. That matter has been pending at the Railroad Commission since September 2014. In the 2014 case, Atmos sought an increase of about \$45.6 million and the Commission's hearing examiner proposed an increase of about \$42.9 million. Our consulting attorneys believed the Commission would approve the examiner's proposal and that it would be a fruitless exercise to try to persuade the Commission otherwise and incur additional rate case expenses.

In summary, the proposed settlement agreement approves an increase of about \$42.9 million for Atmos' 2014 RRM and an increase of about \$21.8 million for Atmos' 2015 RRM. Atmos has been charging the higher rates under the 2014 RRM on an interim basis.

**Origination:** Robert G. Powers, Finance Director

**Financial Consideration:** n/a

**Recommendation:** Staff requests approval

**Attachments:** Resolution approving the rates, Agenda Information Sheet, and the tariffs for the new rates.

**Prepared by:** Robert G. Powers, Finance Director

**AGENDA INFORMATION SHEET**  
**AGENDA ITEM NO. \_\_\_\_\_**

**APPROVAL OF A CHANGE IN ATMOS ENERGY CORPORATION,  
MID-TEX DIVISION'S ("ATMOS") RATES AS A RESULT OF  
SETTLEMENT BETWEEN ATMOS AND THE ATMOS TEXAS  
MUNICIPALITIES ("ATM") UNDER THE RATE REVIEW  
MECHANISM FOR 2015**

**ATMOS TEXAS MUNICIPALITIES**

The City is a member of the Atmos Texas Municipalities (ATM). The ATM group was organized by a number of municipalities served by Atmos and has been represented by the law firm of Herrera & Boyle, PLLC (through Mr. Alfred R. Herrera). ATM also retained the services of a consulting firm, Utilitech, Inc. (Mr. Mike Brosch and Mr. Steve Carver) to assist in reviewing an application submitted by the Atmos Energy-Mid-Tex Division (Atmos) that seeks to increase its rates and change its rates. Herrera & Boyle, PLLC and Utilitech, Inc. have participated in prior rate cases involving Atmos and have extensive knowledge and experience in rate matters affecting Atmos' rates, operations, and services.

**HISTORY OF PRIOR RATE INCREASES**

***Increase Under Previous Version of RRM (Approved October 2010)***

On March 15, 2010, Atmos requested an increase of \$70.1 million in its system-wide rates. ATM and Atmos settled on an increase of \$27 million for prospective rates.

***Increase Under Previous Version of RRM (Approved September 2011)***

On April 1, 2011, Atmos filed a request to increase rates system-wide by \$15.6 million. ATM and Atmos agreed to not increase base rates and permitted Atmos to recover \$6.6 million for the steel pipe replacement program.

***General Rate Case (Approved December 2012)***

In January 2012, Atmos sought an increase of about \$49.1 million. Ultimately, the ATM cities and Atmos were not able to reach agreement on an increase and Atmos filed an appeal to the Railroad Commission of Texas. The Railroad Commission approved an increase of about \$24.1 million, representing an increase in revenue of about 7%.

***Increase Under Current RRM (July 2013)***

In the summer of 2013, Atmos and ATM entered into an agreement that approved a revised Rate Review Mechanism (RRM). The RRM approved in the summer of 2013 is the third iteration of that rate-setting mechanism.

On about July 15, 2013, Atmos submitted a request to increase rates under the current RRM. Atmos requested an increase in rates on a system-wide basis of \$22.7 million, which is an increase of about 5%. Following a series of settlement negotiations between Atmos' experts and ATM's experts, Atmos agreed to an increase of \$16.6 million, an increase in revenue of about 3.7%.

***Prior Increase Under the RRM (June 2014) – Atmos Filed Appeal With the Railroad Commission – Gas Utility Docket (GUD) No. 10359:***

On about February 28, 2014, Atmos filed its second request to increase rates under the current iteration of the RRM (the “2014 RRM”) and requested a system-wide increase of about \$45.6 million (9.2% increase in revenue). ATM's consultants' preliminary assessment indicated that Atmos warranted at most an increase of \$26.6 million. A settlement was not reached, the ATM cities denied Atmos' proposed increase, and Atmos appealed ATM's denial of its revenue increase to the Railroad Commission. On appeal Atmos revised its request downward from \$45.6 million to \$43.8 million. Atmos implemented the full rates on June 1, 2014, subject to refund. The Commission held a hearing on September 3, 2014, and did not issue the hearing examiner's proposal for decision (“PFD”) until last week on April 28, 2015. The hearing examiner proposed an increase of \$42.9 million, that is, only about \$860,000 less than Atmos requested.

**2015 RRM APPLICATION UNDER THE CURRENT RATE REVIEW MECHANISM**

On February 27, 2015, Atmos submitted an application under the current RRM seeking a *system-wide* rate increase of \$28.7 million (“2015 RRM”), which equates to an increase of about 5.6%. After review of Atmos' application, and of the Railroad Commission's proposal for decision in GUD No. 10359 (as is explained in more detail below), ATM's Special Counsel and ATM's consultant, Utilitech, Inc., concluded Atmos merited an increase of no more than about \$9.1 million (“Report”). However, ATM's consultants completed that report without the benefit of the Commission's PFD for the 2014 RRM. ATM's Special Counsel and consultants had hoped to have direction from the Commission on many of the disputes that arose in the 2014 RRM resolved so as to inform their analysis of Atmos' 2015 RRM. If the Commission adopts the PFD for the 2014 RRM, which is the most likely scenario, many of the recommendations supported by ATM will be eliminated or modified. Therefore, ATM's Special Counsel and consultants' preliminary findings of a \$9.1 million increase, would have to be adjusted to accommodate the PFD issued in the 2014 RRM and would produce an increase closer to about \$23 million.

At this juncture, the ATM cities' options are as follows:

**Option 1.** To deny Atmos' requested increase under the 2015 RRM and approve no increase;

**Option 2.** To deny Atmos' requested increase and approve an increase of no more than \$9.1 million for its 2015 RRM, based on ATM's consultants' preliminary report;

**Option 3.** To take no action and allow Atmos' proposed increase of \$23.9 million in the affected cities and its related rates to go into effect; or

**NOTE:** *If the City elects Option 1, Option 2, or Option 3, the City would also have to continue its participation in the appeal pending at the Railroad Commission in GUD No. 10359 and incur its attendant costs.*

**Option 4.** To approve a settlement agreement that resolves the 2014 RRM and the 2015 RRM, which combined results in an increase in rates above 2013 revenues of \$65.7 million.

Note that under Option 1 and Option 2, Atmos has the right to appeal the ATM cities' decisions to the Railroad Commission of Texas and pending such an appeal has the right to implement its proposed increase of \$23.9 million effective June 1, 2015, subject to refund if the Commission's review later finds a lower amount is appropriate. Atmos has notified ATM's Special Counsel of Atmos' intent to file an appeal of the City's decision to deny its requested increase.

In an appeal to the Commission, Atmos would in all likelihood argue that the costs of appeal should be borne by only the ATM cities. Given the Commission's tendency to err in favor of utilities, Atmos would likely prevail. An appeal would increase the burden on ratepayers by adding rate case expenses, which would include both ATM's and Atmos' costs of preparing and prosecuting the appeal, and the costs of a hearing.

#### **RECOMMENDATION:**

After a series of negotiations with Atmos, and given the significant downside of continued litigation of this matter, ATM's Special Counsel recommends resolving both the 2014 RRM and 2015 RRM in a single settlement agreement. Continued efforts at the Commission with regard to the 2014 RRM will result in more rate case expenses and are unlikely to result in any material changes to the PFD in favor of ATM. Also, because the Commission issued the PFD regarding the 2014 RRM at such a late date, it undermined ATM's consultants' ability to incorporate the proposed decisions regarding the 2014 RRM, into their 2015 RRM report.

If the ATM rejects Atmos' settlement offer, Atmos would appeal the cities' decision to the Railroad Commission. While there are a number of contested issues whose outcome are uncertain in an appeal, based on the Proposal for Decision regarding Atmos' 2014 RRM, ATM's Special Counsel and consultants are of the opinion that the Railroad

Commission would reach the same results its hearing examiner reached in regarding the 2014 RRM. That is, the probability is high that on appeal the Railroad Commission would award Atmos all or most of its 2015 RRM request, \$23.9 million, as well as \$42.9 million of its 2014 RRM request. At part of the settlement of Atmos' 2014 *and* 2015 RRMs, Atmos will dismiss its appeal of the 2014 RRM and will not seek recovery of RRM rate case expenses.

Therefore, because of the risks of an unfavorable outcome at the Railroad Commission, ATM's special counsel advises the ATM cities to accept a settlement increasing rates by about \$21.87 million over the current, interim rates Atmos is charging. Because the current rates Atmos is charging have not been approved by either the cities or the Railroad Commission, the City's action in effect would be to approve an increase for the 2014 RRM filing *and* the 2015 RRM filing of about \$65.7 million, combined, over Atmos' 2013 proposed revenues. The Settlement Agreement is appended as "Attachment A."

The combined increases for the 2014 RRM and 2015 RRM are shown below:

<b>2014 RRM</b>	
<b>System Wide</b>	
<b>2014 RRM Filed City Amount</b>	\$45,732,838
Adjustments	(1,913,950)
<b>2014 RRM Filed Appeal Amount</b>	<u>43,818,888</u>
Adjustments:	
CC 1205	(27,748)
AtmoSpirit and Service Awards	(196,741)
Depreciation on Disallowed Projects	(349,906)
Incentive Compensation to Achieved payout of 150%	(84,555)
Flow Through effect of incentive adjustment	(6)
ADIT NOL Correction	(36,545)
Other Revenue: Forfeited Discount	(122,668)
Flow through effects of above adjustments	(42,088)
<b>PFD Amount</b>	<u>\$42,958,631</u>
<b>2015 RRM</b>	
<b>System Wide</b>	
<b>2015 RRM Filed City Amount (adjusted as noted)</b>	\$28,673,724
2014 Rate Case Expense	799,651
<b>2015 RRM Filed Amount</b>	<u>29,473,375</u>
Downward Adjustments:	
Billing Determinant Adjustment	(4,632,888)
AtmoSpirit and Service Awards	(93,977)
Depreciation on Disallowed Projects	(371,598)
Refund from Appeal	(860,257)
Correction from ATM RFI 1-26 and ATM RFI 5-10	(1,525,993)
Correction from ACSC RFI 3-01 and ACSC RFI 3-02	(115,499)
<b>2015 RRM Adjusted</b>	<u>\$21,873,163</u>
<b>Total Increase in Base Rates for 2014 RRM and 2015 RRM</b>	<b>\$65,692,051</b>

An increase of about \$21.87 million over the rates Atmos is *currently* charging related to the 2015 RRM, represents an increase of about 4%, and the impact on an average customer's bill would be as follows:

Customer Class	Current Bill	Proposed Bill	Difference	% Increase with Gas Cost	% Increase without Gas Cost
Residential	\$71.48	\$72.62	\$1.14	1.59%	4.45%
Commercial	\$280.04	\$282.73	\$2.69	0.96%	4.01%
Industrial	\$1,082.55	\$1113.37	\$30.82	2.85%	3.66%
Transportation	\$909.36	\$940.17	\$30.81	3.39%	3.70%

The rate schedules to accomplish the increase are attached to the Resolution approving the increase.

**The City should take action as soon as possible but no later than May 31, 2015.**

## ATTACHMENT A TO AGENDA INFORMATION SHEET

### SETTLEMENT AGREEMENT BETWEEN ATMOS ENERGY CORP., MID-TEX DIVISION AND ATMOS TEXAS MUNICIPALITIES

WHEREAS, this agreement ("Settlement Agreement") is entered into by Atmos Energy Corp's Mid-Tex Division and Atmos Texas Municipalities ("ATM") whose members include the Cities of Austin, Balch Springs, Bandera, Bartlett, Belton, Blooming Grove, Bryan, Cameron, Cedar Park, Clifton, Corsicana, Denton, Electra, Fredericksburg, Gatesville, Georgetown, Glen Rose, Goldthwaite, Granbury, Greenville, Groesbeck, Hamilton, Heath, Henrietta, Hickory Creek, Hico, Hillsboro, Lampasas, Leander, Lometa, Longview, Marble Falls, Mart, Mexia, Olney, Pflugerville, Point, Princeton, Ranger, Rice, Riesel, Rockdale, Rogers, Round Rock, San Angelo, Sanger, Somerville, Star Harbor, Trinidad, and Whitney.

WHEREAS, on February 28, 2014, Atmos filed with the ATM Cities an application, hereinafter referred to as the 2014 RRM filing, to adjust rates pursuant to Rider RRM - Rate Review Mechanism, which were subsequently consolidated into GUD No. 10359 at the Railroad Commission of Texas; and

WHEREAS, on February 27, 2015, Atmos filed with the ATM Cities an application, hereinafter referred to as the 2015 RRM filing, to adjust rates pursuant to Rider RRM - Rate Review Mechanism; and

WHEREAS, the Settlement Agreement resolves all issues between Atmos and ATM ("the Signatories") regarding the 2014 RRM filing, which is currently pending before the Commission, and the 2015 RRM filing, which is currently pending before the ATM Cities, in a manner that the Signatories believe is consistent with the public interest, and the Signatories represent diverse interests; and

WHEREAS, the Signatories believe that the resolution of the issues raised in the 2014 RRM filing and the 2015 RRM filing can best be accomplished by each ATM City approving this Settlement Agreement and the rates, terms and conditions reflected in the tariffs attached to this Settlement Agreement as Exhibit A;

NOW, THEREFORE, in consideration of the mutual agreements and covenants established herein, the Signatories, through their undersigned representatives, agree to the following Settlement Terms as a means of fully resolving all issues between Atmos and the ATM Cities involving the 2014 RRM filing and 2015 RRM filing:

#### Settlement Terms

1. Upon the execution of this Settlement Agreement, the ATM Cities will approve an ordinance or resolution to approve the Settlement Agreement and implement the rates, terms and conditions reflected in the tariffs attached to the Settlement Agreement as Exhibit A. (Attachment A to the Resolution ratifying the Agreement). Said tariffs should allow Atmos to recover annually an additional \$65.7 million in revenue over the amount allowed under currently approved rates by implementation of rates shown in the proof of revenues attached as Exhibit B. (Attachment B to the Resolution ratifying this Agreement). The uniform implementation of gas rates, terms and conditions established by the Settlement Agreement shall be effective for bills

rendered on or after June 1, 2015. Consistent with the City's authority under Section 103.001 of the Texas Utilities Code, the Settlement Agreement represents a comprehensive settlement of gas utility rate issues affecting the rates, operations and services offered by Atmos within the municipal limits of the ATM Cities arising from Atmos' 2014 RRM filing and 2015 RRM filing. No refunds of charges billed to customers by Atmos under the RRM in past periods shall be owed or owing.

2. In an effort to streamline the regulatory review process, Atmos and the ATM Cities have agreed to continue discussions regarding renewal of the Rate Review Mechanism ("Rider RRM"). To that end, Atmos and the ATM Cities agree to begin such discussions no later than the date upon which Atmos submits its next application under the existing RRM.
3. Atmos and the ATM Cities agree that rate base as of December 31, 2014 in the amount of \$1,955,948,256 is just and reasonable and shall be recovered in rates.
4. Atmos and the ATM Cities agree that a pension and other postemployment benefits balance as of December 31, 2014 in the amount of \$18,284,949 is just and reasonable and shall be used as the beginning balance for purposes of determining pension and other postemployment benefits to be recovered in the next RRM filing (Attachment C to the Resolution ratifying the Agreement).
5. With regard to the treatment of Atmos' Rule 8.209 regulatory asset under the RRM, Atmos and the ATM Cities agree to the following with respect to any pending and future RRM filings:
  - a. the capital investment in the Rule 8.209 regulatory asset in the 2014 RRM filing and 2015 RRM filing is reasonable and consistent with the requirements of Rule 8.209;
  - b. the classification of projects included in the Rule 8.209 regulatory asset in the 2014 RRM filing and 2015 RRM filing is reasonable and consistent with the requirements of Rule 8.209 and shall serve as a basis for classification of projects in future RRM filings;
  - c. the treatment of blanket replacement projects, system upgrades, relocations, and transmission line replacements in the Rule 8.209 regulatory asset in the 2014 RRM filing and 2015 RRM filing is reasonable and consistent with the requirements of Rule 8.209 and shall be included in future RRM filings.
  - d. the incurred expenses included in the Rule 8.209 regulatory asset in the 2014 RRM and the 2015 RRM are reasonable and consistent with the requirements of Rule 8.209 and shall be included in future RRM filings;
  - e. interest on the Rule 8.209 regulatory asset account shall be calculated using the pre-tax cost of capital most recently approved by the Commission. The use of the pre-tax cost of capital is consistent with Rule 8.209. A return on Rule 8.209 capital investment is only earned once the investment is included in rate base. No

change in the Company's calculation of the interest component in its Rule 8.209 regulatory asset accounts is warranted through the period ended May 31, 2015. Beginning June 1, 2015, interest expense shall be calculated monthly using simple interest (*i.e.* 11.49% divided by 12, or approximately 0.96% per month) applied to the total value of the Rule 8.209 asset investment (exclusive of interest) until such time the Rule 8.209 regulatory asset is approved for inclusion in the Company's rate base.

- f. While Atmos and the ATM Cities agree to apply the treatments and methodologies set forth in this paragraph, subsections (a) – (e) in all future RRM filings, the regulatory authority retains its right to disallow any capital investment that is not shown to be prudently incurred in future RRM filings.
  - g. Atmos and the ATM Cities acknowledge that their agreement regarding the treatment and methodologies applicable to Rule 8.209 capital investments under the RRM tariff shall not prejudice the right of either party to argue for different treatments or methodologies in a future statement of intent proceeding.
6. Revenues approved pursuant to Paragraph 1 of the Settlement Agreement include reimbursement of all rate case expenses owed to the ATM Cities in connection with the 2014 RRM filing.
  7. The Signatories agree that each ATM city shall approve this Settlement Agreement and adopt an ordinance or resolution to implement for the ATM Cities the rates, terms, and conditions reflected in the tariffs attached to the Settlement Agreement as Exhibit A. Atmos and ATM further agree that at such time as all of the ATM Cities have passed an ordinance or resolution consistent with the Settlement Agreement and Atmos has received such ordinance or resolution, Atmos shall withdraw its appeal of the currently pending RRM filing before the Railroad Commission of Texas in connection with the 2014 RRM filing.
  8. Atmos and the ATM Cities further agree that the express terms of the Rider RRM are supplemental to the filing, notice, regulatory review, or appellate procedural process of the ratemaking provisions of Chapter 104 of the Texas Utilities Code. If the statute requires a mandatory action on behalf of the municipal regulatory authority or Atmos, the parties will follow the provisions of such statute. If the statute allows discretion on behalf of the municipal regulatory authority, the ATM Cities agree that they shall exercise such discretion in such a way as to implement the provisions of the RRM tariff. If Atmos appeals an action or inaction of an ATM City regarding an RRM filing to the Railroad Commission, the ATM Cities agree that they will not oppose the implementation of interim rates or advocate the imposition of a bond by Atmos consistent with the RRM tariff. Atmos agrees that it will make no filings on behalf of its Mid-Tex Division under the provisions of Section 104.301 of the Texas Utilities code while the Rider RRM is in place. In the event that a regulatory authority fails to act or enters an adverse decision regarding the proposed annual RRM adjustment, the Railroad Commission of Texas shall have exclusive appellate jurisdiction, pursuant to the provisions of the Texas Utilities Code, to review the action or inaction of the regulatory authority exercising exclusive original jurisdiction over the RRM request.

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*Atmos MidTex-ATM Settlement Agreement  
2014 RRM & 2015 RRM*

In addition, the Signatories agree that this Settlement Agreement shall not be construed as a waiver of the ATM Cities' right to initiate a show cause proceeding or the Company's right to file a Statement of Intent under the provisions of the Texas Utilities Code.

9. The Signatories agree that the terms of the Settlement Agreement are interdependent and indivisible, and that if any ATM city enters an order that is inconsistent with this Settlement Agreement, then any Signatory may withdraw without being deemed to have waived any procedural right or to have taken any substantive position on any fact or issue by virtue of that Signatory's entry into the Settlement Agreement or its subsequent withdrawal. If any ATM city rejects this Settlement Agreement, then this Settlement Agreement shall be void *ab initio* as to that city.
10. The Signatories agree that all negotiations, discussions and conferences related to the Settlement Agreement are privileged, inadmissible, and not relevant to prove any issues associated with Atmos' 2014 RRM filing and 2015 RRM filing.
11. The Signatories agree that neither this Settlement Agreement nor any oral or written statements made during the course of settlement negotiations may be used for any purpose other than as necessary to support the entry by the ATM Cities of an ordinance or resolution implementing this Settlement Agreement.
12. The Signatories agree that this Settlement Agreement is binding on each Signatory only for the purpose of settling the issues set forth herein and for no other purposes, and, except to the extent the Settlement Agreement governs a Signatory's rights and obligations for future periods, this Settlement Agreement shall not be binding or precedential upon a Signatory outside this proceeding.
13. The Signatories agree that this Settlement Agreement may be executed in multiple counterparts and may be filed with facsimile signatures.

Agreed to this 7 day of May, 2015.

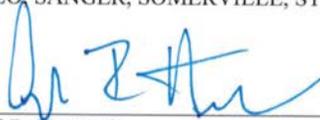
ATMOS ENERGY CORP., MID-TEX DIVISION

By: John A. Paris  
John A. Paris  
President, Mid-Tex Division

Agreed to this 7<sup>th</sup> day of May 2015.

ATTORNEY FOR ATMOS TEXAS MUNICIPALITIES, WHOSE MEMBERS INCLUDE THE CITIES OF AUSTIN, BALCH SPRINGS, BANDERA, BARTLETT, BELTON, BLOOMING GROVE, BRYAN, CAMERON, CEDAR PARK, CLIFTON, CORSICANA, DENTON, ELECTRA, FREDERICKSBURG, GATESVILLE, GEORGETOWN, GLEN ROSE, GOLDTHWAITE, GRANBURY, GREENVILLE, GROESBECK, HAMILTON, HEATH, HENRIETTA, HICKORY CREEK, HICO, HILLSBORO, LAMPASAS, LEANDER, LOMETA, LONGVIEW, MARBLE FALLS, MART, MEXIA, OLNEY, PFLUGERVILLE, POINT, PRINCETON, RANGER, RICE, RIESEL, ROCKDALE, ROGERS, ROUND ROCK, SAN ANGELO, SANGER, SOMERVILLE, STAR HARBOR, TRINIDAD, AND WHITNEY.

By:



Alfred R. Herrera\*

\* Subject to approval by ATM City Councils

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION BY THE CITY OF LEANDER, TEXAS (“CITY”), APPROVING A CHANGE IN THE RATES OF ATMOS ENERGY CORPORATION, MID-TEX DIVISION (“ATMOS”) AS A RESULT OF A SETTLEMENT BETWEEN ATMOS AND THE ATMOS TEXAS MUNICIPALITIES (“ATM”) UNDER THE RATE REVIEW MECHANISM; FINDING THE RATES SET BY THE ATTACHED TARIFFS TO BE JUST AND REASONABLE; FINDING THAT THE MEETING COMPLIED WITH THE OPEN MEETINGS ACT; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THE RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.**

**WHEREAS**, the City of Leander, Texas (“City”) is a regulatory authority under the Gas Utility Regulatory Act “GURA”) and under § 103.001 of GURA has exclusive original jurisdiction over Atmos Energy Corporation – Mid-Tex Division (“Atmos”) rates, operations, and service of a gas utility within the municipality; and

**WHEREAS**, the City has participated in prior cases regarding Atmos as part of a coalition of cities known as the Atmos Texas Municipalities (“ATM”); and

**WHEREAS**, pursuant to the Rate Review Mechanism (“RRM”) for 2015 filed with the City on or around February 27, 2015 for a proposed system-wide increase of \$28.7 million; and

**WHEREAS**, experts representing ATM have been analyzing data furnished by Atmos and interviewing Atmos’ management regarding the RRM; and

**WHEREAS**, in May 2015, ATM and Atmos entered into a Settlement Agreement which resolved the 2014 RRM and 2015 RRM; and

**WHEREAS**, the settlement agreement permits Atmos to implement an increase of \$21.87 million increase over the current interim rates Atmos is charging, which when combined

with the increase under the 2014 RRM produces an increase of \$65.7 million increase over Atmos' 2013 revenues; and

**WHEREAS**, as part of the settlement agreement, Atmos will dismiss its pending appeal at the Railroad Commission of Texas, Atmos will not seek to recover rate case expenses over and above the agreed rate increase; and

**WHEREAS**, the Steering Committee of ATM and its counsel recommend approval of the attached tariffs, set forth as Attachment A, along with the proof of revenues set forth as Attachment B, and Attachment C, setting forth the beginning balance for purposes of determining pension and other post-employment benefits to be recovered in the next RRM filing.

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

**Section 1.** The findings set forth in this Resolution are hereby in all things approved.

**Section 2.** The amended tariffs in Attachment A are hereby adopted to become effective on June 1, 2015.

**Section 3.** To the extent any Resolution previously adopted by the City Council is inconsistent with this Resolution, it is hereby superseded.

**Section 4.** The meeting at which this Resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

**Section 5.** If any one or more sections or clauses of this Resolution is judged to be unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remaining provisions of this Resolution and the remaining provisions of the Resolution shall be interpreted as if the offending section or clause never existed.

**Section 6.** This Resolution shall become effective from and after its passage.

**Section 7.** A copy of this Resolution shall be sent to Atmos Mid-Tex, care of Christopher Felan, Vice President of Rates and Regulatory Affairs, Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1600, Dallas, Texas 75240 and to Mr. Alfred R. Herrera, Herrera & Boyle, PLLC, 816 Congress Avenue, Suite 1250, Austin, Texas 78701.

**PASSED AND APPROVED** this 4th day of June 2015.

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Christopher Fielder, Mayor

ATTEST:

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Debbie Haile, City Secretary

ATTACHMENT A

<b>RATE SCHEDULE:</b>	<b>R – RESIDENTIAL SALES</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 06/01/2015</b>	<b>PAGE:</b>

**Application**

Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

**Type of Service**

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

**Monthly Rate**

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

<b>Charge</b>	<b>Amount</b>
Customer Charge per Bill	\$ 18.60 per month
Rider CEE Surcharge	\$ 0.02 per month <sup>1</sup>
<b>Total Customer Charge</b>	<b>\$ 18.62 per month</b>
Commodity Charge – All <u>Ccf</u>	\$0.09931 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

**Agreement**

An Agreement for Gas Service may be required.

**Notice**

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

<sup>1</sup>Reference Rider CEE - Conservation And Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2014.

<b>RATE SCHEDULE:</b>	<b>C – COMMERCIAL SALES</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 06/01/2015</b>	<b>PAGE:</b>

**Application**

Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

**Type of Service**

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

**Monthly Rate**

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

<b>Charge</b>	<b>Amount</b>
Customer Charge per Bill	\$ 40.00 per month
Rider CEE Surcharge	\$ 0.00 per month <sup>1</sup>
<b>Total Customer Charge</b>	<b>\$ 40.00 per month</b>
Commodity Charge – All Ccf	\$ 0.08020 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

**Agreement**

An Agreement for Gas Service may be required.

**Notice**

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

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<sup>1</sup> Reference Rider CEE - Conservation And Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2014.

<b>RATE SCHEDULE:</b>	<b>I – INDUSTRIAL SALES</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 06/01/2015</b>	<b>PAGE:</b>

**Application**

Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 3,500 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 3,500 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

**Type of Service**

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

**Monthly Rate**

Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

<b>Charge</b>	<b>Amount</b>
Customer Charge per Meter	\$ 700.00 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.2937 per MMBtu
Next 3,500 MMBtu	\$ 0.2151 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0461 per MMBtu

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

**Curtailement Overpull Fee**

Upon notification by Company of an event of curtailement or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailement or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

**Replacement Index**

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

<b>RATE SCHEDULE:</b>	<b>I – INDUSTRIAL SALES</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 06/01/2015</b>	<b>PAGE:</b>

**Agreement**

An Agreement for Gas Service may be required.

**Notice**

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

**Special Conditions**

In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

<b>RATE SCHEDULE:</b>	<b>T – TRANSPORTATION</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 06/01/2015</b>	<b>PAGE:</b>

**Application**

Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

**Type of Service**

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

**Monthly Rate**

Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

<b>Charge</b>	<b>Amount</b>
Customer Charge per Meter	\$ 700.00 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.2937 per MMBtu
Next 3,500 MMBtu	\$ 0.2151 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0461 per MMBtu

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

**Imbalance Fees**

All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

**Monthly Imbalance Fees**

Customer shall pay Company the greater of (i) \$0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest "midpoint" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" during such month, for the MMBtu of Customer's monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer's receipt quantities for the month.

<b>RATE SCHEDULE:</b>	<b>T – TRANSPORTATION</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 06/01/2015</b>	<b>PAGE:</b>

**Curtailment Overpull Fee**

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

**Replacement Index**

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

**Agreement**

A transportation agreement is required.

**Notice**

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

**Special Conditions**

In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**MID-TEX DIVISION  
ATMOS ENERGY CORPORATION**

<b>RIDER:</b>	<b>WNA – WEATHER NORMALIZATION ADJUSTMENT</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 11/01/2015</b>	<b>PAGE:</b>

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \times (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$$

Where

- $i$  = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification
- $WNAF_i$  = Weather Normalization Adjustment Factor for the  $i^{th}$  rate schedule or classification expressed in cents per Ccf
- $R_i$  = Commodity Charge rate of temperature sensitive sales for the  $i^{th}$  schedule or classification.
- $HSF_i$  = heat sensitive factor for the  $i^{th}$  schedule or classification divided by the average bill count in that class
- $NDD$  = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.
- $ADD$  = billing cycle actual heating degree days.
- $BL_i$  = base load sales for the  $i^{th}$  schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the  $j$ th customer in  $i$ th rate schedule is computed as:

$$WNA_j = WNAF_i \times q_{ij}$$

Where  $q_{ij}$  is the relevant sales quantity for the  $j$ th customer in  $i$ th rate schedule.

**MID-TEX DIVISION  
ATMOS ENERGY CORPORATION**

<b>RIDER:</b>	<b>WNA – WEATHER NORMALIZATION ADJUSTMENT</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 11/01/2015</b>	<b>PAGE:</b>

Base Use/Heat Use Factors

Weather Station	<u>Residential</u>		<u>Commercial</u>	
	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>
Abilene	10.22	0.1404	98.80	0.6372
Austin	11.59	0.1443	213.62	0.7922
Dallas	14.12	0.2000	208.11	0.9085
Waco	9.74	0.1387	130.27	0.6351
Wichita Falls	11.79	0.1476	122.35	0.5772

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the company posts on its website at [atmosenergy.com/mtx-wna](http://atmosenergy.com/mtx-wna), in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the company calculated its WNAs factor during the preceding winter season. Additionally, on or before June 1 of each year, the company files one hard copy and a Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.



**Executive Summary**

**June 4, 2015**

**Subject:** Consider award of bid for the City’s estimated annual supply of water meters to Zenner and authorize the City Manager to execute the recommended 36-month purchase agreement

**Background:** At the regular City Council meeting of August 7, 2014, City staff recommended awarding the purchase of water meters, including residential and commercial (non-construction, or “fire hydrant” meters) to and construction sized meters subject to a six-month evaluation period. Since 2007, new water meters installed in the city have the ability for automated reading (i.e., electronic transmittal of the meter readings). Consequently, not only does the meter have to record the accurate consumption of water, but the vendor’s software needs to be able to reliably function with the City’s financial and billing software. Thus, it was important to staff to have an evaluation period in order to be confident that the Zenner meters would integrate and function without issue. Since that time, the company and City staff have been working together to implement the pilot. At this time, staff is satisfied with the pilot and recommends award of bid per solicitation S-13-012 to Zenner.

In the current fiscal year, FY14-15, we have already spent \$180,500 on meter purchases thus far, so the savings will be significant. In addition, since the pilot program began, staff believes that it will no longer be necessary to retrofit the current AMR meters (purchased from our current vendor) which would have been an additional expense. The current plan will be to continue to use the HD system for meters purchased before June 4, 2015, and to use Zenner’s meters going forward. Our billing software can handle parallel meter reading data sources.

**Bid Tally:**

Meter	Zenner	HD	Diff.
5/8"	\$137.01	\$182.00	-\$44.99
3/4"	\$159.51	\$236.00	-\$76.49
1"	\$205.92	\$298.00	-\$92.08
1.5"	\$353.08	\$527.00	-\$173.92
2"	\$497.21	\$1,664.00	-\$1,166.79
3"	\$1,592.19	\$2,296.00	-\$703.81
6"	\$3,480.53	\$4,893.00	-\$1,412.47
8"	\$4,697.86	\$6,889.00	-\$2,191.14

**Financial Consideration:** Funds are budgeted in the Utility Billing Water Meters account 20-01-5298.

**Recommendation:** Staff recommends award of a 36-month agreement with Zenner for the meters.

**Attachments:** Solicitation #S13-012; Agreement, Bid Analysis

**Prepared by:** Robert G. Powers, Finance Director / Joy Simonton, Purchasing Agent

**PRODUCT, LICENSE AND WARRANTY AGREEMENT**

This Product License and Warranty Agreement (“Agreement”) is entered into by and between **Zenner Performance Meters, Inc.**, a California Corporation, with its principal place of business located at 15280 Addison Road, Suite 340, Addison, Texas 75001 (“Zenner”) and City of Leander, 200 W. Willis Street, Leander, TX 78641 (“Customer”) and effective as of the \_\_\_\_\_ day of May, 2015 (“Effective Date”).

**ARTICLE 1: SERVICES PROVIDED BY ZENNER**

**1.1 Independent Contractor.** Zenner is and shall perform its obligations under this Agreement solely as an independent contractor. Nothing in this Agreement shall be construed to designate Zenner, or any of its employees, subcontractors or other agents of Zenner, as employees, agents, joint venture, or partners of Customer and neither Zenner nor any employee, subcontractor or other agent of Zenner shall represent itself as, act as, or purport to act as, or deemed to be the employee, agent, joint venture, or partner of Customer for any purpose whatsoever and no such party shall have any right or authority to make any representations, or to assume or create any obligations of any kind, express or implied, on behalf of Customer or to bind Customer in any respect whatsoever.

**1.2 Products & Services:** Zenner shall provide the following products and services (“Services”) to Customer in accordance with the terms of this Agreement as listed in the RFP attached hereto as Exhibit C and incorporated herein for all purposes, RFP response attached hereto as Exhibit B and incorporated herein for all purposes, and Exhibit A all of which are an integral part of this agreement

**1.2.1 Meter Delivery:** Zenner shall deliver items listed on Exhibit A as ordered on an as-needed basis by Customer. Awarded items include the 5/8”, 3/4 “, 1”, 1.5”, 2”, 3”, 6” and 8” meters. Zenner shall not provide hydrant or construction meters to Customer.

**1.2.2 Initial Warranty:** Zenner shall provide to Customer the repair or replacement of the products listed in EXHIBIT A within 6 months of shipping and 12 months from installation.

**1.2.3 Extended Warranty:** Zenner shall provide to Customer the repair or replacement of the products listed in EXHIBIT A in accordance with the warranty terms represented in the Zenner RFP Response, Herein EXHIBIT B.

**1.2.4 Hosting Services:** Zenner shall provide Customer with the Hosting Services for Customer’s meter data. Zenner shall use commercially reasonable efforts to make the Hosting Services available 24 hours a day, 7 days a week, except for planned downtime, of which Zenner shall give at least eight (8) hours’ notice via the Hosting Services and shall be scheduled to the extent practical during the weekend. Customer agrees that its use of the Hosting Services is dependent on using a minimum specification of hardware, operating system and internet browser. The minimum hardware, operating system and internet browser configuration is available upon request.

**1.2.4.1 Customer Responsibilities:** Customer acknowledges and agrees that it shall be responsible for its employee’s use of the Hosting Services and compliance with this Agreement. Customer is responsible for the accuracy, integrity and legality of the Metering Information transmitted to the Host Site. Customer will use commercially reasonable efforts to prevent unauthorized access to or use of the Hosting Services and Customer agrees to notify Zenner promptly of any such unauthorized access or use.

**1.2.4.2 Third-Party Users:** In the event Customer enables parties other than Customer (“Third-Party Users”) to access or use the Hosting Services, Customer acknowledges and agrees that Zenner is not responsible for any transmission, disclosure, modification or deletion of metering information, including any Confidential Information, resulting from such access or use by Third Party Users.

**1.2.5 Supporting Terms:** **The Customer solicitation and subsequent addendums, herein EXHIBITS C, D and E are made a part of this solicitation.**

**Exclusions:** Notwithstanding any other provision of this Agreement, the Services do not cover failures or damages caused by Customer, acts of God (lightning, flooding, etc.), acts of terrorism, war, vandalism, third parties, obsolete equipment, or Stealth Reader Meter Interface Unit (MIU). Any requested repairs of these exclusions must be mutually agreed by both parties under a separate work order or agreement.

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**Fee(s) Products & Services:** Customer shall pay Zenner the following for the Services provided under this Agreement:

- 1.2.6 **Initial Warranty:** No fee is required for this service.
- 1.2.7 **Extended Warranty:** \$1,178.00 per year, billed in year 2 and thereafter.
- 1.2.8 **Hosting:** The total sum of the following:
  - 1.2.8.1 **Base Charge:** \$578 per year.
  - 1.2.8.2 **Service Point Charge:** \$0 per meter account year.
  - 1.2.8.3 **Communications Charge:** \$0 per year.
- 1.2.9 **Payment:** Customer shall be invoiced for Services beginning at the end of the Initial Warranty Period and at the beginning of each renewal year with such payments being due and payable to Zenner within thirty (30) days of the invoice date.
- 1.2.10 Products & Services shall be invoiced in accordance with the RFP response and as listed on Exhibit A in accordance with Issued and valid purchase orders from the Customer.

**TAXES, SHIPPING AND INSURANCE.**

A. Taxes. To the extent legally required, Customer shall pay all taxes arising out of this Agreement, except for taxes levied upon the net income of Zenner. Customer agrees to provide an exemption certificate with this contract if Customer qualifies as an exempt organization for state sales and use tax purposes.

B. Shipping and Insurance. Customer agrees to pay one hundred percent (100%) of shipping, handling and insurance charges (“Shipping Charges”) for shipping the Hardware and Software described on **EXHIBIT A** to Customer and for Hardware and Software subsequently ordered by Customer. The shipping party pays Shipping Charges for warranty replacements or for items repaired pursuant to the maintenance provisions herein. Customer agrees that no common carrier whose services are retained by Zenner shall be the agent of Zenner.

RISK OF LOSS. Risk of loss as to the System or any component thereof (excluding the Software) shall pass to Customer upon delivery. Damage to or loss of the Hardware or Software after delivery to Customer shall be the responsibility of the Customer.

**ARTICLE 2: PROPERTY ACCESS**

2.1 **Notice of Entry:** It is the Customer’s responsibility to provide Zenner with access to the equipment needing repair.

**ARTICLE 3: TERM AND TERMINATION**

3.1 **Term:** The term of the Services shall be for a period of three (3) years from the beginning of the Initial Warranty Period and shall renew automatically for an additional two (2) one (1) year periods on the said anniversary date hereof, unless written notice to discontinue is provided by Customer no less than 60 days prior to the anniversary date.. Price increase shall be considered in accordance with the terms set forth in EXHIBIT C, the Customer’s solicitation document (the “RFP”), PART I, #11.

3.2 **Termination:** Termination shall be in accordance with EXHIBIT C, the RFP, PART 1, #10.3 and Part I, #16.

**ARTICLE 4: NONEXCLUSIVE SOFTWARE LICENSE**

4.1 **License:** Zenner hereby grants to Customer a personal, non-exclusive, non-transferrable license (“License”) to use the Zenner software (“Licensed Software”) in object code form for as long as the Zenner meters are deployed by Customer and as long as Customer pays for software support.. The License authorizes Customer to use the Licensed Software solely and exclusively at the Customer’s address listed in this Agreement and such use does not extend to any other real property location. Any attempt to sublicense, assign, rent, sell or otherwise transfer the License or the rights or obligations of this Agreement to any other property or third party without the prior written consent of Zenner shall be void and of no effect.

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**4.2 Ownership:** Customer agrees that Zenner retains ownership rights to the Licensed Software, and that Customer acquires no title to the Licensed Software, nor any other interest in the Licensed Software, other than the right to use and possess the Licensed Software in accordance with the terms and conditions of this Agreement. All rights not explicitly granted to Customer are retained by Zenner. Customer also agrees not to make any copies or reproductions of the Licensed Software other than one (1) copy to be used by Customer as a back-up for emergency situations that shall be immediately returned to Zenner upon termination of this Agreement.

**ARTICLE 5: ADDITIONAL TERMS**

- 5.1 LEGAL WARRANTY EXCLUSIONS AND LIMITATIONS OF LIABILITY.** EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, MADE BY ZENNER WITH RESPECT TO THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT INCLUDING WITHOUT LIMITATION USE OF LICENSED SOFTWARE. ZENNER SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO CUSTOMER FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES, REGARDLESS OF FAULT, AND REGARDLESS OF THE FORESEEABILITY OF SUCH DAMAGES, EVEN IF ZENNER HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGE OCCURRING. THE SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF ANY AND ALL WARRANTIES AND THE SOLE REMEDIES FOR ZENNER'S LIABILITY OF ANY KIND (INCLUDING LIABILITY FOR NEGLIGENCE) WITH RESPECT TO THE SYSTEM, HARDWARE, SOFTWARE OR SERVICES COVERED BY THIS AGREEMENT OR ANY PERFORMANCE BY ZENNER UNDER OR PURSUANT TO THIS AGREEMENT, WILL BE LIMITED TO THE REMEDIES SET FORTH IN THIS AGREEMENT AND IN NO EVENT SHALL EXCEED THE AGGREGATE CONSIDERATION PAID BY PURCHASER FOR THE HARDWARE, SOFTWARE AND SERVICES, THE AGREEMENT PRICE, OR THE PROCEEDS OF INSURANCE DESCRIBED IN SECTION 5.5, WHICHEVER IS LARGER. CUSTOMER ACKNOWLEDGES AND AGREES TO MAKE NO CLAIM FOR DAMAGES FOR DELAY, INTERFERENCE, DISRUPTION, INEFFICIENCY OR ACCELERATION DURING THE PERFORMANCE OF THIS AGREEMENT CAUSED BY OR CLAIMED TO BE CAUSED BY LICENSED SOFTWARE OR FOR ANY OTHER REASON EITHER WITHIN OR OUTSIDE THE CONTROL OF ZENNER.
- 5.2 Protection of Confidential Information:** The parties hereto agree that all Confidential Information that is subject to the Hosting Services shall be held in trust and confidence by Zenner. Zenner agrees to take reasonable steps to ensure the secrecy of the Confidential Information of Customer. Such reasonable steps shall include, but are not limited to, the adoption of reasonable security procedures, and notification in writing to persons having access to the Confidential Information that the Confidential Information embodies Customer's Confidential Information. As used herein, "Confidential Information" shall mean and include certain metering information transmitted to, stored on and transmitted from the Zenner's Hosting Site that is the property of the Customer or Customer's utility customers, including, but not limited to information that is confidential under Subchapter B, Chapter 182, Texas Utility Code, as amended.
- 5.3 Assignment:** This Agreement may be assigned by Customer with written consent of Zenner. Zenner may assign this Agreement at will. If assigned, this Agreement shall be binding upon and shall inure to the benefit of the successors and permitted assigns of Customer and Zenner.
- 5.4 Indemnification:** To the extent authorized by law, each Party shall indemnify and hold harmless the other Party and its affiliates, directors, officers, employees, partners, contractors or agents, from and against any and all claims, actions, causes of action, demands, or liabilities of whatsoever kind and nature, including judgments, interest, reasonable attorneys' fees, and all other costs, fees, expenses, and charges (collectively, "Claims") to the extent that such Claims arise out of or were caused by the negligence, gross negligence, or willful misconduct of the indemnifying Party or from any breach of the Agreement by the indemnifying Party. The indemnifying party shall have the sole right to defend such claims at its own expense. The other party shall provide, at the indemnifying party's expense, such assistance in investigating and defending such claims as the indemnifying party may reasonably request. This indemnity shall survive the termination of this Agreement.
- 5.5 Insurance:** Zenner shall carry and maintain for the duration of this Agreement comprehensive general liability insurance with an insurance carrier that is eligible to do business in the State of Texas in the amount of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate. The City of Leander will be named as an additional insured on such policy.
- 5.6 Mediation:** Prior to litigating, the parties agree that any claims or disputes between them arising hereunder, be submitted for mediation in Austin, Texas, unless a lawsuit must be filed in order to avoid running of the statute of limitations..
- 5.7 Choice of Law:** The laws of the state of Texas shall govern this Agreement, without regarding to its conflicts of laws provisions therein.
- 5.8 Compliance with Law:** Services shall be provided in accordance with applicable laws and government regulations.

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- 5.9 Waiver:** The waiver by a party of any term, covenant, or condition herein shall not be deemed to be a waiver on any subsequent breach of the same or any term of condition contained herein.
- 5.10 Severability:** Any provision of this Agreement which is determined to be invalid, void, or illegal shall in no way affect, impair, invalidate any other provision hereof and such other provisions shall remain in full force and effect.
- 5.11 Force Majeure:** Neither party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are proximately caused by causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, acts of God, Government restrictions, failure of suppliers, subcontractors, internet service provider, and carriers, provided that, as a condition to the claim of non-liability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon.
- 5.12 Notices:** Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by facsimile, or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed to the parties principal place of business.
- 5.13 Prior Agreements:** This Agreement, any Attachments, Exhibits and Addenda hereto, comprise the entire Agreement of the parties with respect to any matter covered by the Agreement. Any prior agreements or understandings, whether written or verbal, pertaining to any such matters shall be void and of no effect. This Agreement may be modified only in writing, signed by both parties or their respective representatives or successors.
- 5.14 Priority of Documents:** In the event of a conflict or inconsistency between this Agreement and two or more of the attached Exhibits, the documents will be interpreted in the following order of priority: this Agreement; Exhibit A; Exhibit C; and Exhibit B.

By signing below, the signing party hereby declares that he/she has the authority to bind such party to this Agreement.

**Customer:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Print Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Address: \_\_\_\_\_ Phone: \_\_\_\_\_

**Zenner:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

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**EXHIBIT A**

Section	Meter Type	Meter Size	Register Units	Register Options	Qty	Unit Price	Extended Price	Annual Maintenance	List Price	
1.1	Positive Displacement (PPD)	5/8" X 3/4" (02)	USG (US)	ETR Encoder Output (E)	700	\$55.48	\$38,838.00			
1.2	Positive Displacement (PPD)	3/4" Short Lay (03)	USG (US)	ETR Encoder Output (E)	75	\$77.98	\$5,848.50			
1.3	Positive Displacement (PPD)	1" (07)	USG (US)	ETR Encoder Output (E)	50	\$124.39	\$6,219.50			
1.4	Positive Displacement (PPD)	1-1/2" FLG (09)	USG (US)	ETR Encoder Output (E)	50	\$271.55	\$13,577.50			
1.5	Positive Displacement (PPD)	2" FLG (12)	USG (US)	ETR Encoder Output (E)	50	\$415.88	\$20,794.00			
1.6	Bronze Compound (PtnCB)	3" (05)	USG (US)	ETR Encoder Output (E)	20	\$1,510.88	\$30,217.20			
1.7	Strainer Bronze (PtnSB)	3" (05)	Not Applicable ( )	Not Applicable ( )	20	\$372.17	\$7,443.40			
1.8	Bronze Compound (PtnCB)	6" (08)	USG (US)	ETR Encoder Output (E)	20	\$3,999.00	\$87,980.00			
1.9	Strainer Bronze (PtnSB)	6" (08)	Not Applicable ( )	Not Applicable ( )	20	\$733.33	\$14,888.80			
1.10	Ci Epoxy Coated Compound (PtnC)	6" (08)	USG (US)	ETR Encoder Output (E)	20	\$4,818.33	\$92,328.80			
Section	Register/ETR Options	Register Shroud	Register Lid	Bottom Type	Part Number	Notes				
1.1	5 Bare wire (E)	Composite (F)	Composite (F)	Bronze (B)	PPD02USEEPPB					
1.2	5 Bare wire (E)	Composite (F)	Composite (F)	Bronze (B)	PPD03USEEPPB					
1.3	5 Bare wire (E)	Composite (F)	Composite (F)	Bronze (B)	PPD07USEEPPB					
1.4	5 Bare wire (E)	Composite (F)	Composite (F)	Bronze (B)	PPD09USEEPPB					
1.5	5 Bare wire (E)	Composite (F)	Composite (F)	Bronze (B)	PPD12USEEPPB					
1.6	5 Bare wire (E)	Brass (B)	Brass (B)	Bronze (B)	PtnCB03USEE88B					
1.7	Not Applicable ( )	Not Applicable ( )	Not Applicable ( )	Not Applicable ( )	PtnSB05					
1.8	5 Bare wire (E)	Brass (B)	Brass (B)	Bronze (B)	PtnCB08USEE88B					
1.9	Not Applicable ( )	Not Applicable ( )	Not Applicable ( )	Not Applicable ( )	PtnSB08					
1.10	5 Bare wire (E)	Brass (B)	Brass (B)	Bronze (B)	PtnCB08USEE88B	Only offer Cast Iron in 8" includes strainer				
Section	Fire Hydrant Meter	Handle Options	Registration	Inlet Connection	Qty	Unit Price	Extended Price	Annual Maintenance	List Price	
F1.1	3" FH530 Sponstar Hydrant Meter 3 x 3 Housing w/ Open Port Outlet	Double Handle, SS Strap	USG	2.5" Swivel x 3" 11/2" w/Strainer, Brass	20	\$528.25	\$10,525.00			
F1.2	3" FH530 Sponstar Hydrant Meter 3 x 3 Housing w/ Open Port Outlet	Double Handle, SS Strap	USG	2.5" Swivel x 3" 11/2" w/Strainer, Brass	50	\$528.25	\$26,312.50			
Section	Outlet Connection	FHM Add-ons								
Section	Description	Qty	Unit Price	Extended Price	Annual	List Price				
2	Flanges/Gaskets/Bolts/Kits			\$0.00	\$0.00					
3	Radio Interface Units			\$78,375.00	\$0.00					
3.1	Stealth 1 Direct Mount Drive-by (ST108) "Stealth 1 Driveby"	1,045	\$75.00	\$78,375.00						
4	System Interface Development			\$2,500.00	\$0.00					
4.1	Billing Interface	1	\$2,500.00	\$2,500.00						
5	Handheld/Mobile/Probe			\$5,748.00	\$1,178.00					
5.1	Stealth Handheld Unit w/Oracle Kit	1	\$2,240.00	\$2,240.00	\$338.00					
5.2	Stealth Mobile Unit w/Oracle Kit	1	\$3,500.00	\$3,500.00	\$840.00					
6	AMR Hardware			\$0.00	\$0.00					
7	Software			\$2,500.00	\$578.00					
7.1	Stealth Command Mobile Software	1	\$2,500.00	\$2,500.00	\$578.00					
8	Project Management Installation/Training			\$2,100.00	\$0.00					
8.1	Stealth Installation Training (per day)	1	\$700.00	\$700.00						
8.2	Stealth Vision Software training (per day)	2	\$700.00	\$1,400.00						
9	Accessories and other items			\$8,323.95	\$0.00					
9.1	Stealth Lid Lock with Extension	1,045	\$4.50	\$4,702.50						
9.2	Stealth pit install kit	1,045	\$2.05	\$2,121.35						
10	Hydrant Meter Accessories			\$0.00	\$0.00					
<b>Total System Cost and Annual Maintenance</b>							<b>\$432,771.85</b>	<b>\$1,752.00</b>		

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Bid Info: City of Leander  
 Cold Water Radio Frequency Water Meters and Reading System  
 Solicitation No. #S13-012  
 Opening: 4/24/2014

# AMR METERS

## RESPONDENTS

EVALUATION CRITERIA	Max Points			
		Zenner	Aqua Metric	HD Supply
<b>Price (total price of purchasing meters for one (1) year)</b>	<b>36</b>	<b>36</b>	<b>N/A</b>	<b>28</b>
5/8" PD AMR		\$95,907	\$173,775	\$127,400
3/4", 1", 1 1/2" PD AMR		\$39,913	\$62,111	\$58,950
2", 3", 6" 8" Compound AMR		\$249,766	\$232,697	\$364,760
<b>ANNUAL TOTAL AMR METERS</b>		<b>\$385,586</b>	<b>\$235,886</b>	<b>\$551,110</b>
<b>One-Time Retrofit Conversion Costs</b>		<b>\$140,748</b>	<b>N/A</b>	<b>\$0</b>
<b>One-Time Software Conversion Costs</b>		<b>\$4,600</b> Software purchase = \$2,500 Training = \$2,100	<b>\$5,000</b> Discount provided allows for no cost purchase of software, one (1) laptop and one (1) hand held device.	<b>\$0</b> Existing supplier
<b>Total 3-year Investment</b>		<b>\$1,281,357.55</b>	<b>N/A</b>	<b>\$1,653,330</b>
	<b>2</b>	<b>2</b>	<b>0</b>	<b>0</b>
Annual Software Maintenance		\$576	\$3,500	\$3,455
	<b>2</b>	<b>1</b>	<b>2</b>	<b>1</b>
Hand Held Device Cost Plus Annual Maintenance (Each)		\$6,916	\$4,375	\$6,129
<b>Reputation and Responsibility of Respondent (References)</b>	<b>20</b>	<b>18</b>	<b>20</b>	<b>20</b>
Normally engaged in sale of water meters and reading system and reference check score.		See reference scoring sheets. Reference Score 13	See reference scoring sheets. Reference Score 15	See reference scoring sheets. Reference Score 15
History and Background		Manufacturing since 1903. Global provider of water meters. US Operation established 2011.	Manufacturing for over 125 years. Global provider of water meters. Sensus distributor 16 years.	Manufacturing for over 122 years. North American provider of water meters. HD Supply distributes in 42 states.
<b>Quality of Goods and Service Meets Specification and City Needs</b>	<b>40</b>	<b>38</b>	<b>20</b>	<b>40</b>
Meters meet specification guidelines.		Meters meets spec. 1/8 GPM on low flow registration. Dimensions are compatible.	1/4 GPM on low flow registration <b>DOES NOT MEET SPEC.</b> Licensed frequency is proprietary. Could be issue in future. Dimensions are compatible.	Current City water meter provider. 1/8 GPM on low flow registration. Meters meet specification.
Warranty information.		Warranty meets spec.	Warranty meets spec.	Warranty meets spec.
Compliance and certification. SDWA, NCWM, NSF 61 and 372		SDWA - Yes NSF 61 and 372 - Yes on 5/8" - 2" NSF 61 In Progress on larger meters; ETA 60-90 Days NCWM - Application in progress	SDWA - Yes NSF 61 and 372 - Yes NCWM - No information.	SDWA - Yes NSF 61 and 372 - Yes NCWM - Yes
<b>TOTAL:</b>	<b>100</b>	<b>95</b>	<b>N/A</b>	<b>90</b>

**AWARD**



**Purchasing Division  
200 W. Willis Street  
Leander, TX 78641  
[www.leandertx.gov](http://www.leandertx.gov)**

Solicitation #S13-012

**REQUEST FOR PROPOSAL  
COLD WATER RADIO FREQUENCY WATER METERS  
AND READING SYSTEM**

Responses Due: April 24, 2014



CITY OF LEANDER

REQUEST FOR PROPOSAL  
COLD WATER RADIO FREQUENCY WATER METERS AND READING SYSTEM

PART I

GENERAL

1. **PURPOSE:** The City of Leander, herein after “City”, seeks to enter into an agreement with a qualified Individual, Firm or Corporation, (Respondent), to provide all labor and materials necessary to supply and deliver radio frequency cold water meters and meter reading system to the City. City seeks proposal on 5/8”, 3/4”, 1”, 1 1/2”, 2”, 3”, 6”, 8”, fire hydrant and construction meters.

Manual meters of the same size may also be purchased throughout the year but in smaller quantities.

City recognizes that electronic read is not available on all meter types, such as hydrant meters.

Meter boxes are not a part of this solicitation.

2. **BACKGROUND:** City seeks to purchase water meters that are compatible with existing radio frequency meter systems (ATTACHMENT A), reading devices (ATTACHMENTS B, C and D) and Incode, the City’s financial system. With this goal in mind specific brands of products have been specified herein to establish the City’s minimum critical requirements, compatibility and performance standards.

**Any example shown is listed to show type and class of equipment desired only. Alternate equivalent items will be considered and are noted as “or equal” on item descriptions.**

The City currently utilizes Neptune T-10 meters in conjunction with the Neptune E-Coder R900i register. The system operates within the 902-928 unlicensed RF band. Handheld Neptune readers, model CE5320B and Neptune drive-by readers, model MRX920 are also utilized.

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

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

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

- 4.1. Attachment A: Meter Item Description (or Equal)
- 4.2. Attachment B: Register Item Description (or Equal)
- 4.3. Attachment C: Handheld Reader Item Description (or Equal)

4.4. Attachment D: Drive-by Reader Item Description (or Equal)

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

Joy Simonton  
Purchasing Agent  
City of Leander  
Telephone: 512-528-2730  
[jsimonton@leandertx.gov](mailto:jsimonton@leandertx.gov)

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

6. **RESPONDENT REQUIREMENTS:** The opening of a solicitation shall not be construed as the City's acceptance of such as qualified and responsive.

6.1. Respondents shall be firms, corporations, individuals or partnerships normally engaged in the sale and distribution of commodity specified herein.

6.2. In order to assure the City does not encounter shipping delays, service delays or other unforeseen problems that can occur with out-of-area or foreign vendors Respondent shall be located within:

60 Miles from Leander, Texas 78641

120 Miles from Leander, Texas 78641

United States

7. **GOODS:** Respondent warrants and agrees that all materials supplied hereunder shall be NEW and manufactured and produced in compliance with the laws, regulations, codes, terms, standards, and/or requirements of Underwriter's Laboratories Incorporated, all Federal, State, and local authorities, and all other authorities having jurisdiction, and that performance of goods shall be in accordance with the above laws, regulations, codes, terms, standards, and/or requirements, and agrees upon request, to furnish the City a certificate of compliance therewith in such forms as the City may require.

7.1. Respondent's goods shall comply with applicable regulatory standards issued by the United States Environmental Protection Agency (EPA) as they pertain to water meters and reading systems to include compliance with the Safe Drinking Water Act (SDWA).

7.2. Respondent's goods for meter sizes ½" – 2" shall conform to the AWWA C700-09 Cold-Water Meters—Displacement Type, Bronze Main Case  
<http://www.awwa.org/store/productdetail.aspx?productid=6886>.

7.3. Respondent's goods for meter sizes 2" – 10" shall conform to the AWWA C702-10 Cold-Water Meters—Compound Type  
<http://www.awwa.org/store/productdetail.aspx?ProductId=6888>.

8. **BEST VALUE EVALUATION AND CRITERIA:** All solicitations received may be evaluated based on the best value for the City. In determining best value, the City may consider:

- Purchase price and terms;
- Reputation of Respondent and of Respondent's goods and services;

- Quality of the Respondent's goods and services;
- The extent to which the goods and services meet the City's needs;
- Respondent's past relationship with the City;
- The total long-term cost to the City to acquire the Respondent's goods or services;
- Any relevant criteria specifically listed in the solicitation.

8.1. The City reserves the right to reject any or all responses, or delete any portion of the response, or to accept any response deemed most advantageous, or to waive any irregularities or informalities in the response received that best serves the interest and at the sole discretion of the City.

9. **COMMITTEE REVIEW:** An evaluation committee will review each response for solicitation compliance and technical scoring in each category using the following weighted criteria. A consensus score will be assigned to each response.

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

- |                         |                  |
|-------------------------|------------------|
| 9.1. Price              | <b>40 Points</b> |
| 9.2. Meets City's Needs | <b>40 Points</b> |
| 9.3. References         | <b>20 Points</b> |

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

10. **AGREEMENT TERM:** The terms of the awarded agreement shall include but not be limited to the following:

10.1. The term "agreement" shall mean the executed contract awarded as a result of this solicitation and all exhibits thereto. At a minimum, the following documents will be incorporated into the agreement:

- 10.1.1. Solicitation document, attachments and exhibits;
- 10.1.2. Solicitation addendums, if applicable;
- 10.1.3. City's Definitions, Terms and Conditions;
- 10.1.4. Successful Respondent's submission.

10.2. The initial term of the resulting agreement shall be three (3) consecutive twelve (12) month periods from the effective date. The agreement may be renewed for two (2) additional periods of time, not to exceed twelve (12) months each, provided both parties agree in writing prior to the expiration of the current term.

10.3. If the Respondent fails to perform its duties in a reasonable and competent manner, the City shall give written notice to the Respondent of the deficiencies and the successful Respondent shall have thirty (30) days to correct such deficiencies. If the Respondent fails to correct the deficiencies within the thirty (30) days, the City may terminate the agreement by giving the Respondent written notice of termination and the reason for the termination.

11. **PRICE INCREASE OR DECREASE:** A price increase or decrease to the agreement may be considered at the renewal period based on the following:

11.1. Price increase cannot exceed 25% for the total cost over the term of the agreement;

- 11.2. The City may permit upward or downward price adjustments when correlated with the US Bureau of Labor Statistics Producer Price Index (PPI) for finished goods, Washington D.C. The price adjustment may be considered at the agreement renewal period. The baseline index shall be the index announced for the month in which the solicitations opened. Unit prices may be adjusted for each renewal period and extension period in accordance with changes in index. Index can be viewed at <http://www.bls.gov/news.release/ppi.nr0.htm>.
- 11.3. Prices can increase due to reasons of allocation or increased costs of raw material. Price increases due to increased costs of overhead are not permitted. Documentation showing increased costs of raw material will be required.
- 11.4. Price increase request shall be submitted to the City Purchasing Agent a minimum of 120 days prior to each renewal period. Vendor shall supply supporting documentation as justification for each request.

**City of Leander**  
**Purchasing Agent**  
**ATTN: Joy Simonton**  
**200 W. Willis Street**  
**Leander, Texas 78641**  
[jsimonton@leandertx.gov](mailto:jsimonton@leandertx.gov)

- 11.4.1. Upon receipt of the request, the City reserves the right to either: accept the escalation as supported by the appropriate price index and make change to the purchase order within 30 days of the request, negotiate with the vendor or cancel the agreement or purchase order if an agreement cannot be reached on the value of the increase.
12. **AWARD:** The City reserves the right to enter into an Agreement or a Purchase Order with a single award, split awards, non-award, or use any combination that best serves the interest and at the sole discretion of the City. Award announcement will be made upon City Council approval of staff recommendation and executed agreement. Award announcement will appear on the City's website at <http://www.leandertx.gov/rfps>.
13. **DELIVERY AND ACCEPTANCE:** Acceptance inspection should not take more than thirty (30) working days. The vendor will be notified within this time frame if the goods delivered are not in full compliance with the specifications. If any agreement or purchase order is canceled for non-acceptance, the needed good may be purchased elsewhere and the vendor may be charged full increase, if any, in cost and handling.
  - 13.1. Goods shall be sent FOB Destination to City of Leander per the specifications herein. Title to goods shall transfer upon delivery and acceptance of goods by City.
14. **QUANTITIES:** The quantities shown on the solicitation are estimates only. No guarantee of any minimum or maximum volume is made or implied. The City shall only order the goods needed to satisfy operating requirements within budgetary constraints, which may be more or less than indicated.
15. **PROMPT PAYMENT POLICY:** Payments will be made in accordance with the Texas Prompt Payment Law, Texas Government Code, Subtitle F, Chapter 2251. The City will pay Vendor within thirty days after the acceptance of the supplies, materials, equipment, or the day on which the performance of services was completed or the day, on which the City receives a correct invoice for the supplies, materials, equipment or services, whichever is later. The Vendor may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply to payments made by the City in the event:

- 15.1. There is a bona fide dispute between the City and Vendor concerning the supplies, materials, services or equipment delivered or the services performed that causes the payment to be late; or
  - 15.2. The terms of a federal agreement, grant, regulation, or statute prevent the City from making a timely payment with Federal Funds; or
  - 15.3. There is a bona fide dispute between the Vendor and a subcontractor or between a subcontractor and its suppliers concerning supplies, material, or equipment delivered or the services performed which caused the payment to be late; or
  - 15.4. The invoice is not mailed to the City in strict accordance with instructions, if any, on the purchase order or agreement or other such contractual agreement.
16. **NON-APPROPRIATION:** The resulting Agreement is a commitment of the City's current revenues only. It is understood and agreed the City shall have the right to terminate the Agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to purchase the estimated yearly quantities, as determined by the City's budget for the fiscal year in question. The City may affect such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.
17. **INTERLOCAL COOPERATIVE CONTRACTING (PIGGYBACK):** Other governmental entities may be extended the opportunity to purchase off of the City's Agreements, 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 a Respondent's submittal. However, all parties indicate their understanding and hereby expressly agree that the City is not an agent of, partner to, or representative of those outside agencies or entities and that the City is not obligated or liable for any action or debts that may arise out of such independently-negotiated "piggyback" procurements.

## PART II

### SCHEDULE

1. **SOLICITATION SCHEDULE:** It is the City's intention to comply with the following solicitation timeline:
  - 1.1. Solicitation released **April 3, 2013**
  - 1.2. Deadline for questions **April 15, 2013**
  - 1.3. City responses to all questions or addendums **April 17, 2013**
  - 1.4. Responses for solicitation due at or before **3:00 PM** **April 24, 2013**

**All questions regarding the solicitation shall be submitted in writing at or before 5:00 PM on the due date noted above.** A copy of all the questions submitted and the City's response to the questions shall be posted on our webpage, <http://www.leandertx.gov/rfps>. Questions shall be submitted to the City contact named herein.

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

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

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

**FedEx, UPS or Hand Deliver to:**

**City of Leander  
Purchasing Department  
200 W. Willis  
Leander, Texas 78641**

**Mail to:**

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

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

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

### **PART III**

#### **SPECIFICATIONS**

1. **SCOPE:** This specification describes the equipment necessary to meet the City's need for radio frequency cold water meters and reading devices. City seeks proposal on 5/8", 3/4", 1", 1 1/2", 2", 3", 6", 8", fire hydrant and construction meters. Successful respondent shall supply all labor and materials necessary to provide and deliver goods specified herein.
2. **DELIVERY:** Delivery of goods shall be made as needed to:

**City of Leander  
Public Works Department  
607 Municipal Drive  
Leander, TX 78641**
3. **DATA COLLECTION COMPATIBILITY AND SYSTEM INTEGRATION:** Consumption data and alarms transmitted from radio frequency meters shall integrate with City's existing data collection devices and management system (**ATTACHMENTS A, B, C and D**).
  - 3.1. Respondent's data transmissions shall be compatible with Incode, the City's Utility Billing system.
  - 3.2. Should an alternate data collection and management system be required to support respondent's meters, respondent shall provide complete specification and cost information for required components.
4. **CONSTRUCTION:** Cold water meters shall consist of three basic components: main case, measuring chamber and sealed register. Each meter shall be:
  - 4.1. Displacement type, magnetic drive for meters upto 2";
  - 4.2. Compound type for meters larger than 2";
  - 4.3. Be produced in a United States ISO 9001 facility;
  - 4.4. Meters measuring 1/2" – 2" shall conform to the AWWA C700-09 Cold-Water Meters— Displacement Type, Bronze Main Case  
<http://www.awwa.org/store/productdetail.aspx?productid=6886>.
    - 4.4.1. Each meter shall be tested and calibrated to ensure compliance
  - 4.5. Meters measuring 2" – 10" shall conform to the AWWA C702-10 Cold-Water Meters— Compound Type <http://www.awwa.org/store/productdetail.aspx?ProductId=6888>.
    - 4.5.1. Each meter shall be tested and calibrated to ensure compliance.
  - 4.6. Register shall provide a tamper resistant design to prevent customer removal of register to obtain free water.

- 4.7. Meters shall be corrosion resistant and designed for performance in aggressive weather conditions;
- 4.8. Possess certification from the National Conference on Weights and Measures (NCWM);
- 5. **MAIN CASE**: Each main case shall be bronze.
- 6. **MEASURING CHAMBER**: All measuring chamber assemblies shall be new, manufactured in the United States and meet AWWA specifications for allowable number of oscillations by size.
- 7. **REGISTER ASSEMBLIES**: Register assemblies shall be encoder-type and meet AWWA encoder-type register standards. Register shall include:
  - 7.1. Hermetically sealed glass lenses;
  - 7.2. Magnetic drive design to prevent dirt and moisture contamination, tampering and lens fogging problems;
  - 7.3. Straight-reading, odometer-type totalization display;
  - 7.4. A leak flow detector;
  - 7.5. Self-lubricating gears for long life and minimum friction.
  - 7.6. Shall provide easy installation and be field replaceable.
  - 7.7. Output shall provide 1 cubic foot resolution.
- 8. **STRAINERS**: Strainers shall be corrosion-resistant and shall be easily removed from the meter without the meter itself being disconnected from the pipeline for easy field repair.
- 9. **BOLTS AND WASHERS**: All external bolts and washers shall be of a corrosion resistant stainless steel material and easily removable from the main case. All threaded main case bolt holes shall be covered to aid in the removal of bolts for repair.
- 10. **PERFORMANCE GUIDELINE**: All meters shall provide comparable warranty to the following:

Size	Low Flow	Low Flow New Meter Accuracy	Low Flow Repaired Meter Accuracy	Accuracy Range +/- 1.5%
5/8"	1/8 gpm @ 95%	5 Yrs or 500,000 gallons	15 Yrs or 1,500,000 gallons	1/2 - 20 gpm
3/4"	1/4 gpm @ 95%	5 Yrs or 750,000 gallons	15 Yrs or 2,250,000 gallons	3/4 - 30 gpm
1"	3/8 gpm @ 95%	5 Yrs or 1,000,000 gallons	15 Yrs or 3,000,000 gallons	1 - 50 gpm
1&1/2"	3/4 gpm @ 95%	2 Yrs or 1,600,000 gallons	12 Yrs or 5,000,000 gallons	2 - 100 gpm
2"	1 gpm @ 95%	5 Yrs or 2,700,000 gallons	12 Yrs or 8,000,000 gallons	2 & 1/2 - 160 gpm

- 11. **OPERATIONAL GUIDELINES**: For ease of implementation the system shall not require any special licensing to include licensing from the FCC. The City seeks the following operational features:
  - 11.1. A location for a tamper deterrent seal;
  - 11.2. The ability to retrofit to existing locations;
  - 11.3. For pit or vault applications, an interface antenna to be designed to be installed through the industry standard 1-3/4 inch hole in the pit lid with no degradation of transmission range;
  - 11.4. An interface antenna capable of mounting to a various thicknesses of pit lids from 1/2 inch to 2-1/2 inch;
  - 11.5. A range that will not be affected when the pit is flooded;
  - 11.6. An interface to operate within FCC Part 15.247 regulations for devices operating in the 902 MHz to 928 MHz unlicensed band;
  - 11.7. No wake up tone shall be necessary;

- 11.8. The batteries shall be field replaceable and be designed for a minimum 20 year life expectancy.
- 11.9. The number of radio based meter reads performed must not affect the battery life.
- 11.10. The battery life shall not be affected by outside erroneous wake-up tones (ie, water, gas or electric utilities sending out wake up tones).
- 11.11. The interface unit shall be capable of being received by either a handheld receiver, mobile receiver, or targeted fixed network receiver without special configuration or remanufacture.
12. **LEAD FREE COMPLIANCE:** City seeks meters that will be compliant with the SDWA per National Sanitation Foundation (NSF) Standard 61 and 372. Respondent shall provide documentation from the NSF stating compliance. Specification information can be viewed at: [http://www.nsf.org/newsroom\\_pdf/nsf61-372\\_lead\\_insert\\_LWD-1350-0513.pdf](http://www.nsf.org/newsroom_pdf/nsf61-372_lead_insert_LWD-1350-0513.pdf)
13. **PRICING:** Pricing indicated in the bid form shall be all inclusive of all labor, equipment, freight and fees necessary to provide and deliver goods specified herein.
14. **GOODS:** The products furnished under said specification shall be 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 equipment offered under said specification shall be new. **USED, SHOPWORN, DEMONSTRATOR, PROTOTYPE, OR DISCONTINUED MODELS ARE NOT ACCEPTABLE.**
15. **MANUALS:** Upon award, successful respondent shall provide three (3) sets of user manuals for each type of meter purchased. Additional manuals shall be available upon request at no charge to the City.
16. **QUANTITIES:** The quantities shown on the solicitation are estimates only. No guarantee of any minimum or maximum volume is made or implied. The City shall only order the goods needed to satisfy operating requirements within budgetary constraints, which may be more or less than indicated.

SIZE:	ESTIMATED ANNUAL QUANTITIES:
5/8 "	700
3/4"	75
1"	50
1 1/2 "	50
2"	50
3"	20
6"	20
8"	20
Fire hydrant meter	20
Construction meter	50

17. **WARRANTY:** Meters shall be warranted against defects in material and workmanship for a period of ten (10) years. Face of meter shall show month and year of manufacture. Minimum performance warranties shall be as follows:
- |   |          |
|---|----------|
| Accuracy to AWWA C700 and C702 standards: | 5 Years  |
| Maincase:                                 | 25 Years |
| Encoder:                                  | 10 Years |
| Register:                                 | 10 Years |

If manufacturer's warranty exceeds these specifications then the manufacturer's warranty shall apply.

18. **WARRANTY SERVICE WORK:** Successful respondent shall be required to perform warranty work, at no cost to the City, within 48-hours of notification by a factory trained technician. Successful respondent shall be responsible for all transportation costs.
19. **NON-WARRANTY AND EMERGENCY SERVICE WORK:** Successful respondent shall provide hourly price for non-warranty service work and emergency service work. Respondent shall maintain 24-hour per day emergency telephone access and provide on-site response to an emergency within 2 hours of notification.
20. **READING DEVICE DELIVERY:** City requires delivery of new or replacement handheld reading device within 24 hours of notification of non-working device.
21. **BROKEN METER PICK-UP:** Non-working meters, still under warranty, shall be picked-up from City's storage area at Respondent's expense no later than 10 working days from notification from City.

#### **PART IV**

#### **RESPONSE REQUIREMENTS**

1. **SOLICITATION SUBMISSION REQUIREMENTS:** To achieve a uniform review process and obtain the maximum degree of comparability, the responses shall be organized in the manner specified below. Responses shall not exceed twenty (20) pages in length (excluding title page, index/table of contents, attachments or dividers). Information in excess of those pages allowed will not be evaluated. One page shall be interpreted as one side of a double-spaced, printed, 8 1/2" X 11" sheet of paper. It is recommended that responses not be submitted in ringed binders or metal spirals to conserve cost for both the Respondent and the City.

The Respondent shall submit **one (1) original signed paper copy and three (3) copies**, clearly identified as a "COPY" of its Response.

In addition, the Respondent shall submit one (1) CD, each containing a complete copy of Respondent's submission in an acceptable electronic format (PDF, RTF, TXT, DOC, XLS). A complete copy of the Response includes all documents required by this Solicitation. The CD shall be titled: "SOLICITATION NUMBER - Complete copy of [Name of Respondent]'s submission."

**Failure to provide a CD may result in disqualification for award.**

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

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

**TAB #1**

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

**TAB #2**

TAB #3

- 1.4. Previous Performance/Experience – Provide detailed information on existing like clients.
- 1.4.1. Provide the name, address, telephone number and **E-MAIL** of at least three (3) Municipal and/or Government agencies or firms of comparable size that have utilized similar service within the last two (2) years. Information shall include overview type of services provided. City of Leander references are not applicable. References may be checked prior to award. Any negative responses received may result in disqualification of submittal. **E-MAIL ADDRESSES ARE REQUIRED.**

TAB #4

- 1.5. Available Resources and Consultant Location – Respondent shall provide information on size, resources and business history of the firm.

TAB #5

- 1.6. Specification Information on Proposed Meters and System: Respondent shall provide specification information on proposed items to include photos and performance information.

TAB #6

- 1.7. Warranty Documentation – Respondent shall provide warranty information on proposed items as outlined herein.

Accuracy to AWWA C700 and 702 standards:	5 Years
Maincase:	25 Years
Encoder:	10 Years
Register:	10 Years

If manufacturer's warranty exceeds these specifications then the manufacturer's warranty shall apply.

TAB #7

- 1.8. Compliance and Certification Documentation: Respondent shall provide:

SDWA compliance documentation.

AWWA compliance documentation.

NCWM certification.

NSF Standard 61 and 372 compliance documentation.

TAB #8

- 1.9. Cost Proposal – Respondent shall provide cost proposal for meters and system as specified. City estimates ordering 5/8" meters in quantities of 100 units. Other meter quantities will vary per order. Respondent shall provide cost proposal for shipping.

- 1.9.1. Respondent shall provide cost for non-warranty and emergency service work per specification.

## PART V

### **CONFIDENTIALITY OF CONTENT**

All documents submitted in response to a solicitation shall be subject to the Texas Public Information Act. Following an award, responses are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Public Information Act. Pricing is not considered to be confidential under any circumstances.

Information in a submittal that is legally protected as a trade secret or otherwise confidential must be clearly indicated with stamped, bold red letters stating "CONFIDENTIAL" on that section of the document. The City will not be responsible for any public disclosure of confidential information if it is not clearly marked as such.

If a request is made under the Texas Public Information Act to inspect information designated as confidential, the Respondent shall, upon request from the City, furnish sufficient written reasons and

information as to why the information should be protected from disclosure. The matter will then be presented to the Attorney General of Texas for final determination.



**Executive Summary**

**June 4, 2015**

**Council Agenda Subject:** Consider an Ordinance of the City of Leander, Texas, Amending Ordinance No. 14-058-00 Adopting the Annual Budget of the City of Leander, Texas for Fiscal Year 2014-2015.

**Background:** This budget amendment provides for mid-year appropriation adjustments from greater than anticipated General Fund revenue (sales tax) in the amount of \$700,000. At the City Council retreat in January 2015, several municipal facility construction projects were discussed – City Hall Lobby; Police Sally Port & Parking Lot; and Pat Bryson/Fire Station #1. Staff is requesting permission to move forward as follows: 1) \$140,000 for City Hall / Utility Billing lobby renovations; 2) \$75,000 for Police Department Sally Port design fees (exclude parking lot); and 3) \$485,000 for Pat Bryson/Fire Station #1 remodel design fees. If approved, staff would solicit bids for the City Hall lobby reconstruction (design has been completed.) The other two projects would need to come back to City Council to approve architectural design contracts later this year. In addition, this amendment provides appropriations in the Utility Fund for the Liberty Hill water connection oversizing (\$505,000) and the initial payment for the Liberty Hill wastewater treatment agreement (\$525,000). Both of these projects will be eligible for impact fee reimbursement once the new CIP update is adopted.

**Origination:** Robert G. Powers, Finance Director

**Financial Consideration:** Transfer \$700,000 from surplus current year sales tax revenue in the General Fund (Fund 01) to General Fund Capital Projects (Fund 40); Transfer \$1,030,000 from Utility Fund (Fund 20) to the Utility CIP Fund (Fund 27)

**Recommendation:** Staff recommends approval

**Attachments:** Ordinance

**Prepared by:** Robert G. Powers, Finance Director

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING ORDINANCE NO. 14-058-00 ADOPTING THE ANNUAL BUDGET OF THE CITY OF LEANDER, TEXAS FOR FISCAL YEAR 2014-15.

WHEREAS, a proposed budget for the fiscal year beginning October 1, 2014 and ending September 30, 2015 for the City of Leander, Texas was duly filed with the City Secretary and was duly presented to the City Council by the Mayor; and

WHEREAS, the City Council approved and adopted the FY2014-15 budget; and

WHEREAS, the City Council appropriated funds according to the prospective perceived needs and revenues which have changed during the fiscal year.

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. Budget Amendment. The FY 2014-15 Budget is hereby amended as follows:

FUND	ADOPTED FY2014-15 BUDGET	AMENDMENT I FY2014-15 CHANGE	AMENDMENT II FY2014-15 CHANGE	REVISED FY2014-15 BUDGET
01 - GENERAL FUND				
REVENUES	22,844,911	148,750	700,000	23,693,661
EXPENDITURES	24,807,881	1,520,750	700,000	27,028,631
03 - BRYSON FARMSTEAD FUND				
REVENUES	0			0
EXPENDITURES	0			0
04 - LEANDER CLEAN UP FUND				
REVENUES	10,690			10,690
EXPENDITURES	10,690			10,690
05 - GOLF FUND				
REVENUES	1,369,021			1,369,021
EXPENDITURES	1,369,021			1,369,021
10 - PUBLIC ARTS FUND				
REVENUES	300	22,755		23,055
EXPENDITURES	1,100	22,755		23,855

FUND	ADOPTED FY2014-15 BUDGET	AMENDMENT I FY2014-15 CHANGE	AMENDMENT II FY2014-15 CHANGE	REVISED FY2014-15 BUDGET
12 - TIA FUND				
REVENUES	45,000			45,000
EXPENDITURES	45,000	423,000		468,000
13 - EQUIPMENT FUND				
REVENUES	0			0
EXPENDITURES	0			0
14 - VEHICLE FUND				0
REVENUES	1,052,000			1,052,000
EXPENDITURES	870,000			870,000
20 - UTILITY FUND				
REVENUES	17,747,700	2,075,000		19,822,700
EXPENDITURES	19,967,700	2,835,000	1,030,000	23,832,700
21 - UTILITY VEHICLE FUND				
REVENUES	25,534			25,534
EXPENDITURES	0			0
25 - WATER IMPACT				
REVENUES	3,880,000	0		3,880,000
EXPENDITURES	4,978,428	730,000		5,708,428
26 - WASTEWATER IMPACT				
REVENUES	1,292,000			1,292,000
EXPENDITURES	1,150,000	485,000		1,635,000
27 - WATER CIP FUND				
REVENUES	0	1,000,000	1,030,000	2,030,000
EXPENDITURES	0	1,000,000	1,030,000	2,030,000
40 - GF CAPITAL PJTS				
REVENUES	0	2,985,327	700,000	3,685,327
EXPENDITURES	561,150	1,695,755	700,000	2,956,905
41 - GF CIP PARK GRANTS				
REVENUES	258,000	400,000		658,000
EXPENDITURES	272,000	400,000		672,000
53 - \$6.3M BOND 2010				
REVENUES	0			0
EXPENDITURES	0	250,000		250,000

FUND	ADOPTED FY2014-15 BUDGET	AMENDMENT I FY2014-15 CHANGE	AMENDMENT II FY2014-15 CHANGE	REVISED FY2014-15 BUDGET
54 - GO BOND 2015				
REVENUES	45,615,366			45,615,366
EXPENDITURES	45,615,366			45,615,366
70 - POLICE DEPT. GRANTS				
REVENUES	0			0
EXPENDITURES	0			0
71 - COURT SECURITY FUND				
REVENUES	10,000			10,000
EXPENDITURES	10,000			10,000
72 - COURT TECHNOLOGY FUND				
REVENUES	16,900			16,900
EXPENDITURES	16,900			16,900
73 - PARKS SPECIAL REVENUE FUND				
REVENUES	30,750			30,750
EXPENDITURES	30,750			30,750
74 - FIRE RESCUE REVENUE FUND				
REVENUES	15,000			15,000
EXPENDITURES	35,000			35,000
75 - PARK DEDICATION ORD.				
REVENUES	1,495,000			1,495,000
EXPENDITURES	1,533,000			1,533,000
76 - STEP FUND				
REVENUES	105,000			105,000
EXPENDITURES	50,000			50,000
77 - POLICE FORFEITURE FUND				
REVENUES	0			0
EXPENDITURES	0			0
78 - POLICE SPECIAL REVENUE				
REVENUES	12,000			12,000
EXPENDITURES	12,000			12,000
79 - TIRZ #1 FUND				
REVENUES	251,800			251,800
EXPENDITURES	231,250			231,250

FUND	ADOPTED FY2014-15 BUDGET	AMENDMENT I FY2014-15 CHANGE	AMENDMENT II FY2014-15 CHANGE	REVISED FY2014-15 BUDGET
80 - GF DEBT SERVICE				
REVENUES	5,495,000			5,495,000
EXPENDITURES	5,495,000			5,495,000
85 - UF DEBT SERVICE				
REVENUES	10,534,411			10,534,411
EXPENDITURES	10,534,411			10,534,411
96 - LEANDER DEVELOPMENT AUTHORITY				
REVENUES	13,050			13,050
EXPENDITURES	13,050			13,050

Section 3. Exhibit A. The individual line items affected by the budget amendment are hereby attached as Exhibit A.

Section 4. Open Meetings. It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't Code*.

PASSED AND APPROVED on this 4th day of June, 2015.

ATTEST:

CITY OF LEANDER, TEXAS

\_\_\_\_\_  
Debbie Haile, City Secretary

\_\_\_\_\_  
Christopher Fielder, Mayor

**EXHIBIT A**

FUND	DEPARTMENT	DESCRIPTION	AMENDMENT II FY2014-15 CHANGE	SUB- TOTAL
01 - GENERAL FUND				
REVENUES				
01-00-4880	Revenue	Sales Tax	700,000	700,000
EXPENDITURES				
01-53-9008	Non- Departmental	Xfr to CIP / City Hall Lobby Remodel - construction	140,000	
01-53-9008	Non- Departmental	Xfr to CIP / Police Department Sally Port - design	75,000	
01-53-9008	Non- Departmental	Xfr to CIP / Pat Bryson Remodel - design	485,000	700,000
03 - BRYSON FARMSTEAD FUND				
REVENUES				
EXPENDITURES				
04 - LEANDER CLEAN UP FUND				
REVENUES				
EXPENDITURES				
05 - GOLF FUND				
REVENUES				
EXPENDITURES				
10 - PUBLIC ARTS FUND				
REVENUES				
EXPENDITURES				
12 - TIA FUND				
REVENUES				
EXPENDITURES				
13 - EQUIPMENT FUND				
REVENUES				
EXPENDITURES				
14 - VEHICLE FUND				
REVENUES				
EXPENDITURES				
20 - UTILITY FUND				
REVENUES				
EXPENDITURES				0
20-04-9008	Non- Departmental	Transfer to CIP / F27 (LH Water Oversizing)	505,000	
20-04-9009	Non- Departmental	Transfer to CIP / F28 (LH WWTP Impact Fees)	525,000	1,030,000

FUND	DEPARTMENT	DESCRIPTION	AMENDMENT II FY2014-15 CHANGE	SUB- TOTAL
21 - UTILITY VEHICLE FUND				
REVENUES				
EXPENDITURES				
25 - WATER IMPACT				
REVENUES				
EXPENDITURES				
26 - WASTEWATER IMPACT				
REVENUES				
EXPENDITURES				
27 - WATER CIP FUND				
REVENUES				
27-00-4900	Revenue	Transfer In / Utility Fund	505,000	
27-00-4900	Revenue	Transfer In / Utility Fund	525,000	1,030,000
EXPENDITURES				
27-02-8621	CIP	Liberty Hill Water Connection Oversizing	505,000	
27-02-8724	CIP	Liberty Hill WWTP Impact Fees	525,000	1,030,000
40 - GF CAPITAL PJTS				
REVENUES				
40-00-4900	Transfer In / General Fund	Xfr in GF / City Hall Lobby Remodel - construction	140,000	
40-00-4900	Transfer In / General Fund	Xfr in GF / Police Department Sally Port - design	75,000	
40-00-4900	Transfer In / General Fund	Xfr in GF / Pat Bryson Remodel - design	485,000	700,000
EXPENDITURES				
40-04-8013	CIP	City Hall Lobby Remodel - construction	140,000	
40-04-8022	CIP	Police Department Sally Port - design	75,000	
40-04-8386	CIP	Pat Bryson Remodel - design	485,000	700,000
41 - GF CIP PARK GRANTS				
REVENUES				
EXPENDITURES				
54 - BOND SERIES 2015				
REVENUES				
EXPENDITURES				
70 - POLICE DEPT. GRANTS				
REVENUES				
EXPENDITURES				

FUND	DEPARTMENT	DESCRIPTION	AMENDMENT II FY2014-15 CHANGE	SUB- TOTAL
71 - COURT SECURITY FUND				
REVENUES				
EXPENDITURES				
72 - COURT TECHNOLOGY FUND				
REVENUES				
EXPENDITURES				
73 - PARKS SPECIAL REVENUE FUND				
REVENUES				
EXPENDITURES				
74 - FIRE RESCUE REVENUE FUND				
REVENUES				
EXPENDITURES				
75 - PARK DEDICATION ORD.				
REVENUES				
EXPENDITURES				
76 - STEP FUND				
REVENUES				
EXPENDITURES				
77 - POLICE FORFEITURE FUND				
REVENUES				
EXPENDITURES				
78 - POLICE SPECIAL REVENUE				
REVENUES				
EXPENDITURES				
79 - TIRZ #1 FUND				
REVENUES				
EXPENDITURES				
80 - GF DEBT SERVICE				
REVENUES				
EXPENDITURES				
85 - UF DEBT SERVICE				
REVENUES				
EXPENDITURES				
96 - LEANDER DEVELOPMENT AUTHORITY				
REVENUES				
EXPENDITURES				





**Executive Summary**

**January 24, 2015**

**Agenda Subject:** City Hall Utility Billing / Lobby Remodel – Phase I

**Background:** As part of the FY14-15 budget, funds were included to evaluate and design improvements to the front lobby of City Hall and the Utility Billing area to address, security, customer privacy, and efficient space utilization for staff. Working with BRW Architects, the proposed plan would enlarge the public space, relocate and redesign the counter space and provide additional workspace and office space for Utility Billing staff. In addition, the payment dropbox would be relocated so that customers who do not need window assistance are not stuck in line waiting to drop off a payment. The architect's estimated construction cost is between \$80,000 and \$120,000.

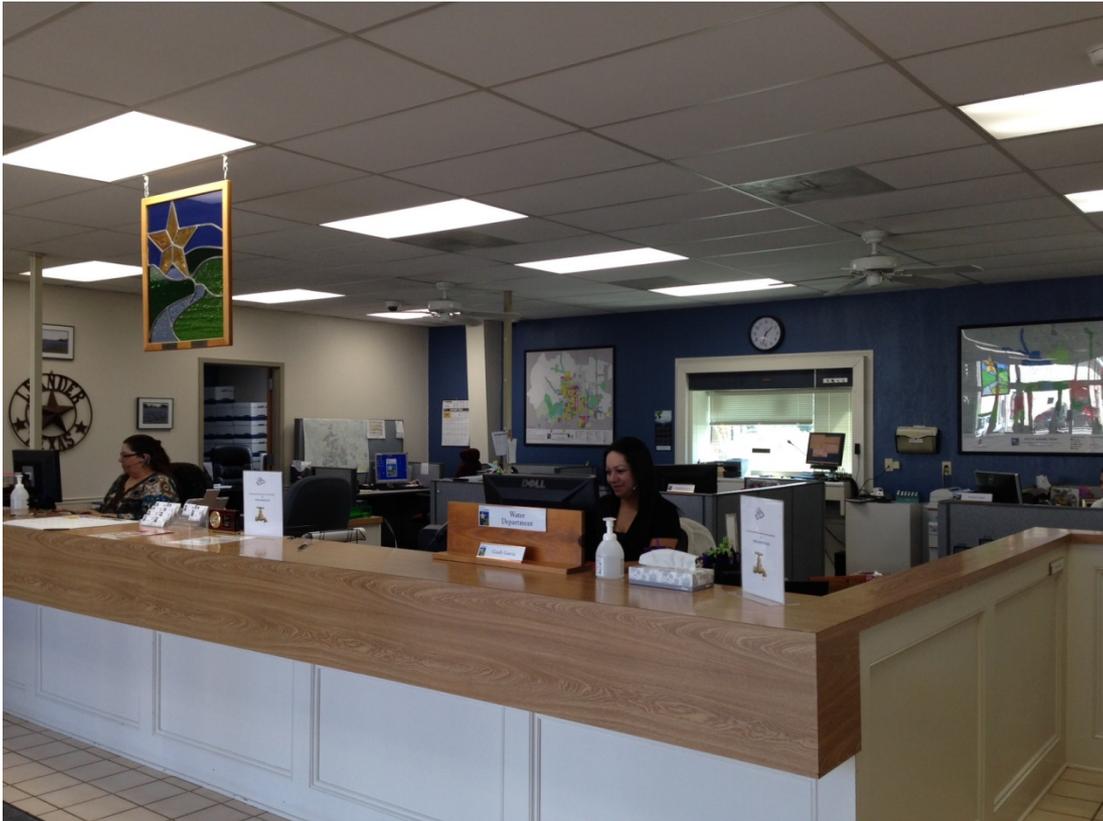
**Origination:** Staff

**Recommendation:** n/a

**Attachments:** schematic drawings

**Prepared By:** Robert G. Powers  
Finance Director

# Front Lobby/Utility Billing Department Space Plan Improvement Project



## Current Space Plan Limitations

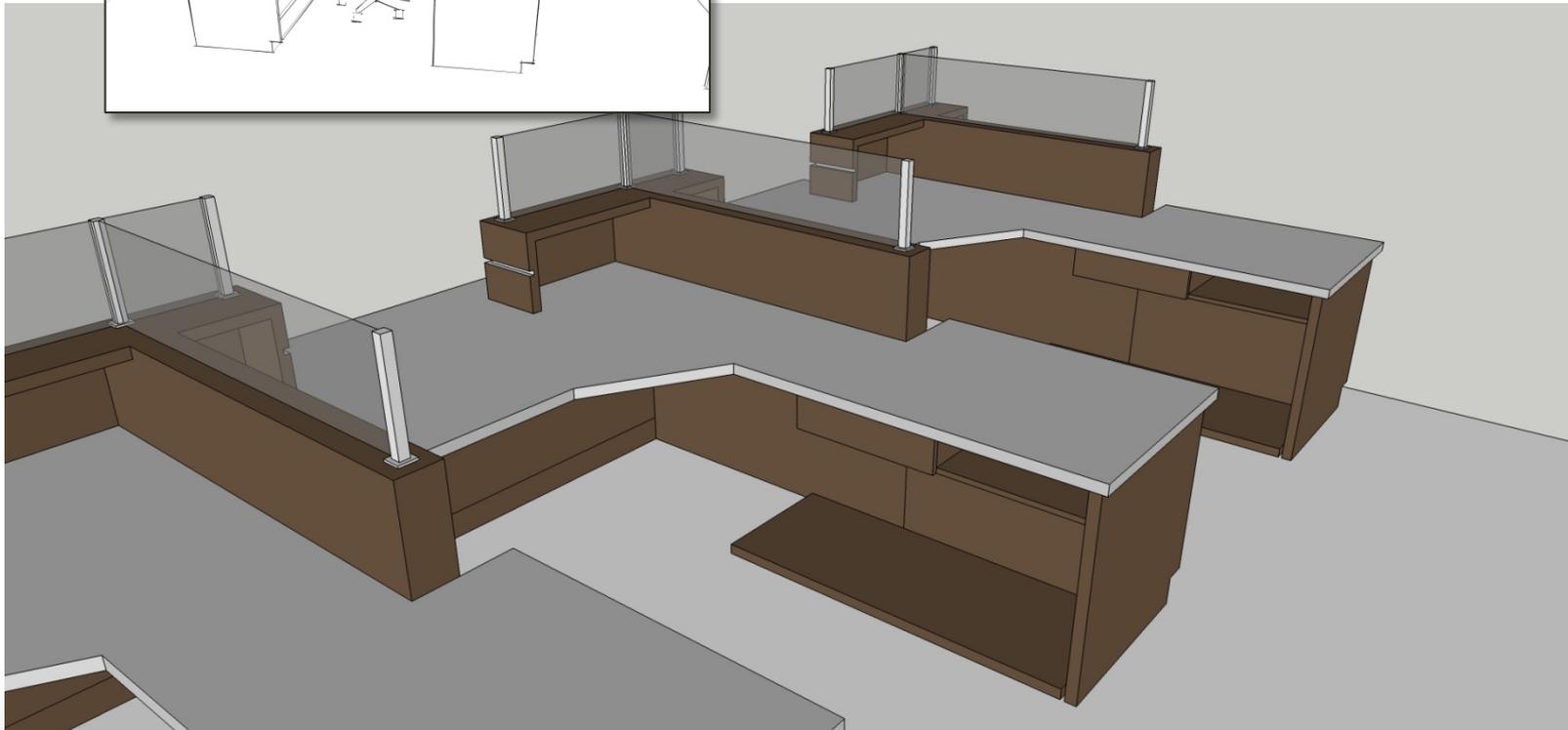
- Limited clerk security
- Limited customer privacy
- Limited workspace
- Supervisor and Assistant Offices are separated
- Construction Budget Estimate: \$80,000 - \$120,000

# Utility Billing Department

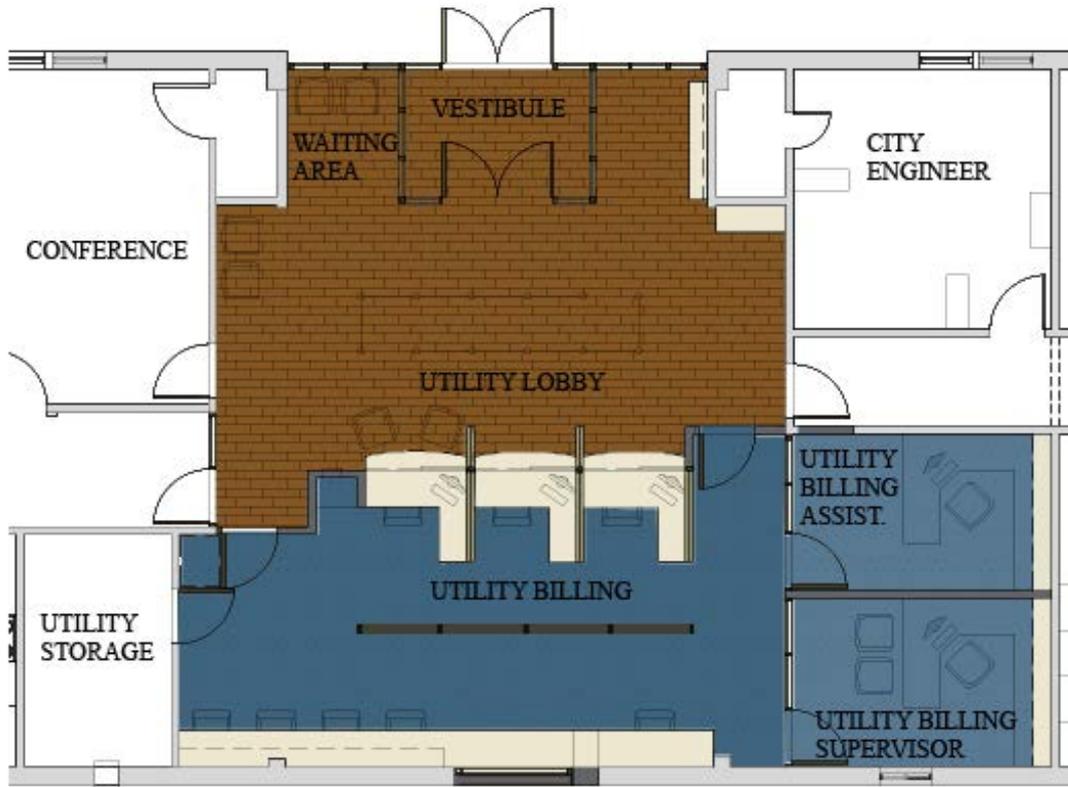
## Enhanced Clerk Security and Customer Privacy



# Utility Billing Department Revised Clerk Workstations



# Utility Billing Department Revised Floor Plan



## New Space Plan Benefits

- Larger lobby and waiting area
- Glass dividers for clerk security
- Glass dividers for customer privacy
- Full doors for added security
- One lower counter for ADA
- Added workspace for field crew
- $\frac{3}{4}$  etched glass wall for privacy
- Supervisor and Assistant Offices adjacent with outer glass walls for improved visibility of floor
- Improved drive-in window
- Relocate of drop box to storage area to reduce drive through wait times



## **Executive Summary**

**January 24, 2015**

**Council Agenda Subject:** Renovation and Expansion of the Police Department Sally Port and Onsite Parking.

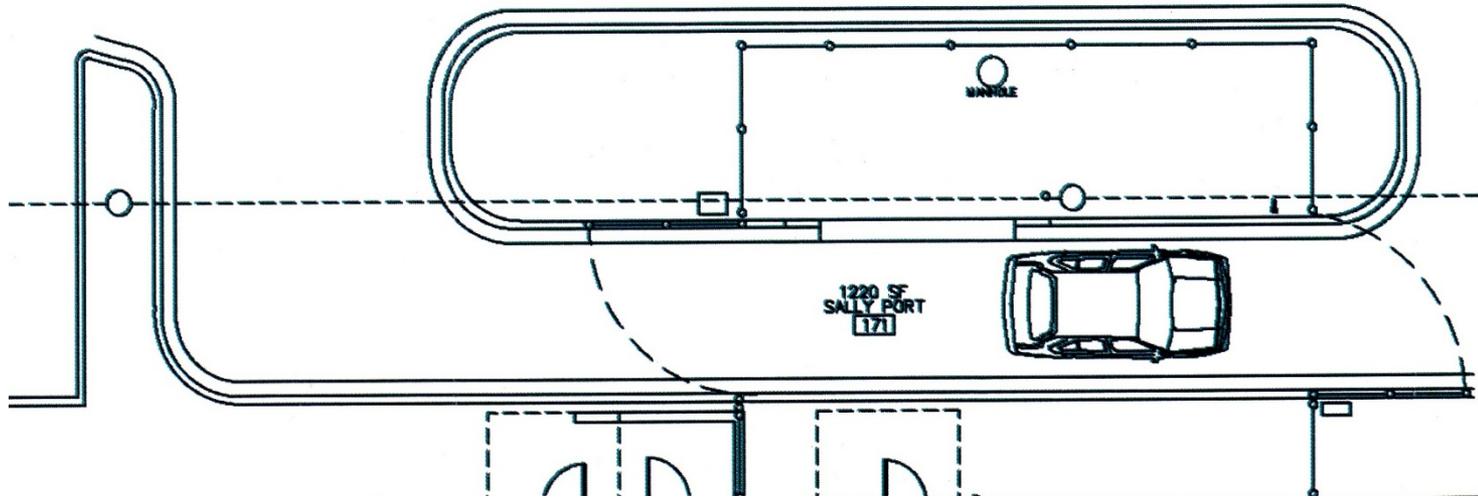
**Background:** In 2014, Wiginton, Hooker, Jeffery Architects were commissioned by the City of Leander, Texas to study Leander's population projections, police department staffing levels and evaluate how the existing police station can best serve current and future staffing and departmental needs through 2019. On September 23, 2014, the Police Station Architectural and Space Needs Assessment was completed. After reviewing the completed assessment, we would like to address specific parts from the proposed options and develop a phased approach to meet the department's current and immediate future needs. The needs being addressed include relieving of overcrowding/lack of parking spaces for fleet and personnel vehicles, and improved security and safety of the employees. We will only be addressing the renovation and expansion of the police department north side sally port and onsite parking in this executive summary.

### **Sally Port**

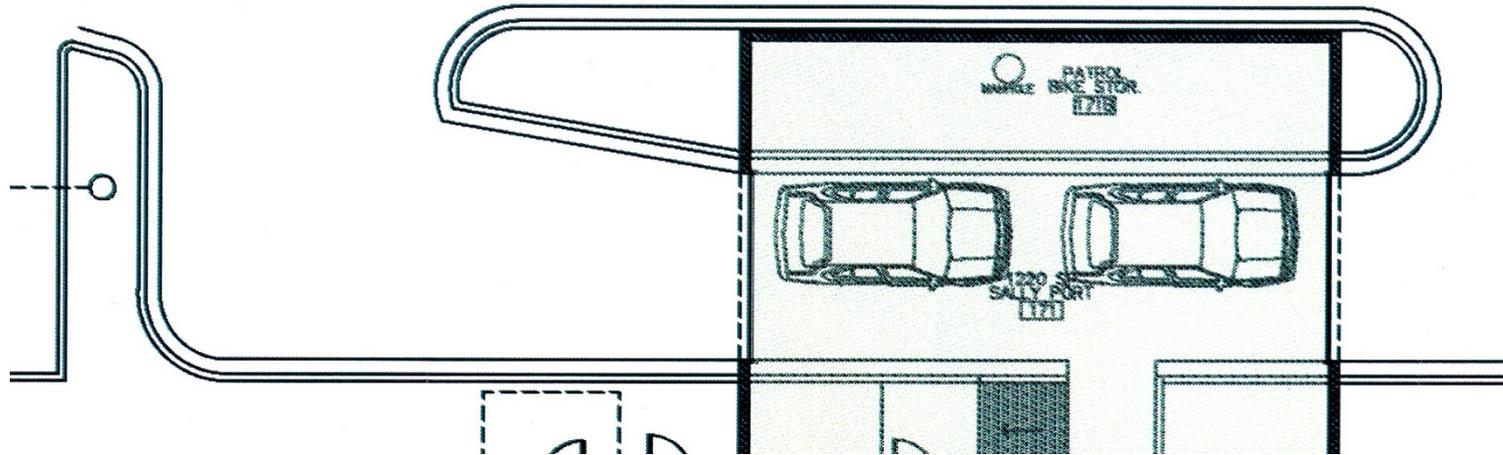
Currently the jail sally port is secured by a chain link fence, with an automated swinging gate controlled by an access key. The current sally port does inhibit prisoner escape and flight, but does not otherwise provide the officer and prisoner security during transfer. The proposed new sally port design would remove the current chain link fencing and replaced it with reinforced concrete block walls, a solid roof and two automatic overhead steel doors. The improvements would provide a hardened structure that protects the officer(s) and detained subject(s) during a prisoner transfer. This would keep such transfers from the public eye, and under concealment should another adverse party attempt to disrupt that transfer. The enclosed structure would also allow more comfortable and less distracting transfers during rainy or poor weather conditions.

The current HVAC units will be moved to the sally port roof that will provide for better adequate airflow accessibility. Due to the location of a PEC utility pole, it will need to relocate and pad mounted transformers will need to be installed.

# CURRENT SALLY PORT



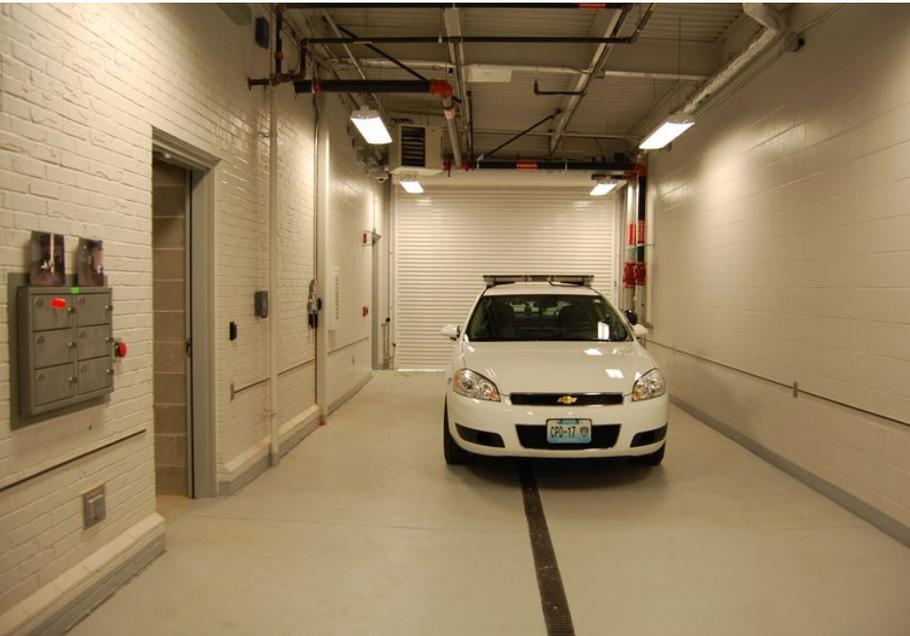
# PROPOSED SALLY PORT



- Hardened structure with additional storage for PD equipment (Patrol Bikes, Air Compressor).
- Replaced existing chain link fence with reinforced concrete block walls.
- Secured electric overhead doors.
- Inclement weather protection for officer(s) and detained subject(s)
- HVAC units relocated to sally port roof for adequate airflow accessibility.
- Reconfiguration will make it easier for patrol vehicles to enter.



# PROPOSED SALLY PORT (EXAMPLES)



# ESTIMATED COSTS

- Proposed Parking Lot Pricing.....TBD
- Sally Port Pricing.....TBD
- PEC Pricing:
  - Pole Relocation..... \$25,000
  - Pad Mounted Transformers.....\$45,000
  - Electrical Connection / Trenching....\$15,000





**Executive Summary**

**June 4, 2015**

**Council Agenda Subject:** Consideration of Additive Alternate B to City of Liberty Hill's Bagdad Road Water Transmission Main (WTM), Phase 1 Project

**Background:** The Interlocal Cooperation Agreement for Water Treatment and Transportation Services (Interlocal Agreement) between the City of Liberty Hill and the City of Leander provides in Section 7(d) that the City of Leander may at its option, require the section or portion of the WTM, located within the corporate limits, ETJ or certificated service area of the City of Leander, to be oversized to provide capacity for Leander to use for transmission and delivery of water to areas within Leander's System. The size, plans and specification for the WTM shall be subject to approval by Leander and the section and portion of the WTM referenced and described in the previous sentence shall be dedicated and conveyed to the City of Leander by the City of Liberty Hill upon completion and acceptance by Leander. The WTM shall be publicly bid based on the size and capacity required by Liberty Hill, with an alternate bid requested for an oversized, increased capacity WTM from the Point of Delivery to the point of connection with the City System, and, if the City elects to accept the alternate bid, the City shall fund and pay for the difference between the bid price for the WTM size and capacity required by Liberty Hill and the cost of the alternate bid.

The City of Liberty Hill opened bids on May 15, 2015, for the Bagdad Road Water Transmission Main, Phase 1 Project. Six bids were received, and Royal Vista, Inc., was the low bidder for the Base Bid, Additive Alternate A, and Additive Alternate B with bids of \$2,137,468.50, \$130,436.00, and \$502,623.00, respectively. Additive Alternate B provides for the oversizing of 11,574 linear feet of Bagdad Road Water Transmission Main from a 12-inch line to a 16-inch line within the City Limits and ETJ of Leander, plus the installation of fire hydrants for the bid price of \$502,623.00. Liberty Hill's consultant's recommendations of award and bid tabulation are attached. As per the Interlocal Agreement, the City of Leander may approve or disapprove participation in the oversizing of the Bagdad Road Water Transmission Main.

**Origination:** Wayne S. Watts, P.E., CFM, City Engineer

**Financial Consideration:** \$502,623.00 from Water Impact Fee Fund.

**Recommendation:** Staff recommends approval of Additive Alternate B and participation in the oversizing of the Bagdad Road Water Transmission Main and installation of fire hydrants in the amount of \$502, 623.00 for the Bagdad Road Water Transmission Main, Phase 1 Project, as provided in the Interlocal Agreement.

**Attachments:** Liberty Hill's consultant's recommendation of award and bid tabulation.

**Prepared by:** Wayne S. Watts, P.E., CFM, City Engineer



May 21, 2015

Mr. Greg Boatright  
City Manager  
City of Liberty Hill  
1120 Loop 332  
Liberty Hill, TX 78642

RE: Recommendation of Award Bagdad Road Water Transmission Main, Phase 1,  
Steger Bizzell Job No. 22170

Dear Mr. Boatright,

On Friday, May 15, 2015, at 2:00 pm, bids were received for the Bagdad Road Water Transmission Main Project, Phase 1. Six bids were received ranging from \$2,137,468.50 to \$3,321,163.30. The lowest bid, from Royal Vista Inc., was \$2,137,468.50.

Royal Vista Inc. submitted the required ancillary documentation with their bid, and we find it to be in order. We have spoken to the available references, provided by the contractor. Based on these references, we find Royal Vista to be a well-regarded, experienced contractor who should be capable of carrying out this type of construction for the City. Therefore, we recommend awarding this contract to Royal Vista Incorporated. I have attached a copy of the bid tabulation for your review. If you have any questions, please call me at 512-930-9412.

Sincerely,

A handwritten signature in blue ink, appearing to read 'C. Steger'.

Curtis R. Steger, P.E.

Enclosure: 22170 Bid Tab

cc: File

**ADDRESS**

1978 S. AUSTIN AVENUE | GEORGETOWN, TX 78626

**PHONE**

512.930.9412

**FAX**

512.930.9416

**WEB**

STEGERBIZZELL.COM

TEXAS REGISTERED ENGINEERING FIRM F-181

**SERVICES**

>> ENGINEERS

>> PLANNERS

>> SURVEYORS

CITY OF LIBERTY HILL  
 BAGDAD ROAD TRANSMISSION MAIN IMPROVEMENTS  
**PROJECT QUANTITIES**

Item No.	Description	Unit	Quantity	Engineer's Estimate		Royal Vista		Hoover Construction		Santa Clara Construction		QRO Mex. Construction		Ross Construction		Bruce Flannigan Construction	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	Insurance, Bonds and Move-In (≤ 5%)	LS	1	\$ 100,000.00	\$ 100,000.00	\$ 80,000.00	\$ 80,000.00	\$ 84,150.00	\$ 84,150.00	\$ 120,000.00	\$ 120,000.00	\$ 80,000.00	\$ 80,000.00	\$ 102,000.00	\$ 102,000.00	\$ 128,212.00	\$ *128,212.00
2	Videotaping Project Area	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 5,227.50	\$ 5,227.50	\$ 1,500.00	\$ 1,500.00	\$ 8,000.00	\$ 8,000.00	\$ 3,000.00	\$ 3,000.00	\$ 4,461.00	\$ 4,461.00
3	Install & Remove Rock Berms	LF	625	\$ 50.00	\$ 31,250.00	\$ 30.00	\$ 18,750.00	\$ 31.88	\$ 19,925.00	\$ 35.00	\$ 21,875.00	\$ 18.00	\$ 11,250.00	\$ 30.00	\$ 18,750.00	\$ 58.00	\$ 36,250.00
4	Install & Remove Silt Fence	LF	5,032	\$ 3.50	\$ 17,612.00	\$ 2.50	\$ 12,580.00	\$ 2.36	\$ 11,875.52	\$ 2.00	\$ 10,064.00	\$ 3.00	\$ 15,096.00	\$ 2.50	\$ 12,580.00	\$ 7.00	\$ 35,224.00
5	Barricades, Signs and Traffic Handling	LS	1	\$ 40,000.00	\$ 40,000.00	\$ 50,000.00	\$ 50,000.00	\$ 141,525.00	\$ 141,525.00	\$ 50,000.00	\$ 50,000.00	\$ 42,000.00	\$ 42,000.00	\$ 295,000.00	\$ 295,000.00	\$ 488,467.00	\$ 488,467.00
6	Install 12" C-900 DR18 PVC Water Line (all depths), including excavation and backfill	LF	24,649	\$ 53.00	\$ 1,306,397.00	\$ 52.00	\$ 1,281,748.00	\$ 42.52	\$ 1,048,075.48	\$ 56.00	\$ 1,380,344.00	\$ 60.00	\$ 1,478,940.00	\$ 58.80	\$ 1,449,361.20	\$ 65.90	\$ 1,624,369.10
7	Install Fire Hydrant Assembly, inc. valve, fitting, and lead	EA	9	\$ 5,000.00	\$ 45,000.00	\$ 4,500.00	\$ 40,500.00	\$ 4,934.25	\$ 44,408.25	\$ 6,100.00	\$ 54,900.00	\$ 4,350.00	\$ 39,150.00	\$ 4,160.00	\$ 37,440.00	\$ 5,066.00	\$ 45,594.00
8	Automatic Combination Air/Vacuum Release Valve Assembly, 1" Diam.	EA	7	\$ 2,500.00	\$ 17,500.00	\$ 3,100.00	\$ 21,700.00	\$ 4,092.75	\$ 28,649.25	\$ 3,100.00	\$ 21,700.00	\$ 3,500.00	\$ 24,500.00	\$ 1,780.00	\$ 12,460.00	\$ 5,624.00	\$ 39,368.00
9	Install 12" D.I. Fittings	LBS	8,204	\$ 5.00	\$ 41,020.00	\$ 4.00	\$ 32,816.00	\$ 5.65	\$ 46,352.60	\$ 3.00	\$ 24,612.00	\$ 4.00	\$ 32,816.00	\$ 2.35	\$ 19,279.40	\$ 7.80	\$ 63,991.20
10	Make 24" Wet Connection	EA	1	\$ 2,500.00	\$ 2,500.00	\$ 5,500.00	\$ 5,500.00	\$ 2,486.25	\$ 2,486.25	\$ 1,000.00	\$ 1,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,700.00	\$ 5,700.00	\$ 5,797.00	\$ 5,797.00
11	Make 6" Wet Connection	EA	1	\$ 1,500.00	\$ 1,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,486.25	\$ 2,486.25	\$ 1,000.00	\$ 1,000.00	\$ 3,000.00	\$ 3,000.00	\$ 750.00	\$ 750.00	\$ 4,462.00	\$ 4,462.00
12	Install 12" Gate Valve	EA	15	\$ 3,000.00	\$ 45,000.00	\$ 2,850.00	\$ 42,750.00	\$ 2,779.50	\$ 41,692.50	\$ 4,000.00	\$ 60,000.00	\$ 2,200.00	\$ 33,000.00	\$ 2,500.00	\$ 37,500.00	\$ 2,433.00	\$ 36,495.00
13	Install 6" Gate Valve	EA	2	\$ 2,000.00	\$ 4,000.00	\$ 950.00	\$ 1,900.00	\$ 1,249.50	\$ 2,499.00	\$ 2,560.00	\$ 5,120.00	\$ 900.00	\$ 1,800.00	\$ 850.00	\$ 1,700.00	\$ 915.00	\$ 1,830.00
14	Meter Vault Assembly (Including meter, flow control valve, check valve, vaults, fittings, and all appurtenances)	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 85,000.00	\$ 85,000.00	\$ 87,331.13	\$ 87,331.13	\$ 77,500.00	\$ 77,500.00	\$ 75,000.00	\$ 75,000.00	\$ 98,000.00	\$ 98,000.00	\$ 81,461.00	\$ 81,461.00
15	Trench HMA Pavement Repair (Saw Cut and New HMA)	LF	600	\$ 20.00	\$ 12,000.00	\$ 40.00	\$ 24,000.00	\$ 45.90	\$ 27,540.00	\$ 26.00	\$ 15,600.00	\$ 18.00	\$ 10,800.00	\$ 45.00	\$ 27,000.00	\$ 139.00	\$ 83,400.00
16	Trench Concrete Pavement Repair (Saw Cut and New Concrete)	LF	31	\$ 30.00	\$ 930.00	\$ 70.00	\$ 2,170.00	\$ 58.40	\$ 1,810.40	\$ 57.00	\$ 1,767.00	\$ 48.00	\$ 1,488.00	\$ 100.00	\$ 3,100.00	\$ 150.00	\$ 4,650.00
17	Trench Gravel Driveway Repair	LF	659	\$ 20.00	\$ 13,180.00	\$ 20.00	\$ 13,180.00	\$ 41.44	\$ 27,308.96	\$ 4.00	\$ 2,636.00	\$ 10.00	\$ 6,590.00	\$ 30.00	\$ 19,770.00	\$ 65.00	\$ 42,835.00
18	Install 24" Steel Casing by Bore	LF	375	\$ 300.00	\$ 112,500.00	\$ 410.00	\$ 153,750.00	\$ 487.56	\$ 182,835.00	\$ 775.00	\$ 290,625.00	\$ 390.00	\$ 146,250.00	\$ 385.00	\$ 144,375.00	\$ 448.00	\$ 168,000.00
19	Install 24" Steel Casing by Open Trench	LF	190	\$ 90.00	\$ 17,100.00	\$ 150.00	\$ 28,500.00	\$ 124.44	\$ 23,643.60	\$ 105.00	\$ 19,950.00	\$ 200.00	\$ 38,000.00	\$ 100.00	\$ 19,000.00	\$ 317.00	\$ 60,230.00
20	Install 16" HDPE DR11 by Directional Bore	LF	351	\$ 250.00	\$ 87,750.00	\$ 300.00	\$ 105,300.00	\$ 512.72	\$ 179,964.72	\$ 200.00	\$ 70,200.00	\$ 680.00	\$ 238,680.00	\$ 452.00	\$ 158,652.00	\$ 375.00	\$ 131,625.00
21	24" CMP Culvert Replacement	LF	230	\$ 40.00	\$ 9,200.00	\$ 60.00	\$ 13,800.00	\$ 53.55	\$ 12,316.50	\$ 80.00	\$ 18,400.00	\$ 180.00	\$ 41,400.00	\$ 30.00	\$ 6,900.00	\$ 50.00	\$ 11,500.00
22	24" SET Replacement for CMP Pipe	EA	10	\$ 2,500.00	\$ 25,000.00	\$ 1,250.00	\$ 12,500.00	\$ 1,976.25	\$ 19,762.50	\$ 660.00	\$ 6,600.00	\$ 1,750.00	\$ 17,500.00	\$ 1,050.00	\$ 10,500.00	\$ 536.00	\$ 5,360.00
23	18" CMP Culvert Replacement	LF	84	\$ 75.00	\$ 6,300.00	\$ 50.00	\$ 4,200.00	\$ 43.99	\$ 3,695.16	\$ 75.00	\$ 6,300.00	\$ 150.00	\$ 12,600.00	\$ 25.00	\$ 2,100.00	\$ 46.00	\$ 3,864.00
24	18" SET Replacement for CMP Pipe	EA	6	\$ 2,500.00	\$ 15,000.00	\$ 1,000.00	\$ 6,000.00	\$ 1,785.00	\$ 10,710.00	\$ 600.00	\$ 3,600.00	\$ 1,500.00	\$ 9,000.00	\$ 850.00	\$ 5,100.00	\$ 482.00	\$ 2,892.00
25	Trench Safety Plan	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,593.75	\$ 1,593.75	\$ 2,000.00	\$ 2,000.00	\$ 2,500.00	\$ 2,500.00	\$ 1,000.00	\$ 1,000.00	\$ 1,335.00	\$ 1,335.00
26	Trench Safety Implementation	LF	24,649	\$ 1.00	\$ 24,649.00	\$ 0.50	\$ 12,324.50	\$ 1.28	\$ 31,550.72	\$ 1.00	\$ 24,649.00	\$ 1.50	\$ 36,973.50	\$ 1.75	\$ 43,135.75	\$ 4.00	\$ 98,596.00
27	Metal Beam guard Railing	LF	350	\$ 25.00	\$ 8,750.00	\$ 40.00	\$ 14,000.00	\$ 35.70	\$ 12,495.00	\$ 60.00	\$ 21,000.00	\$ 125.00	\$ 43,750.00	\$ 35.00	\$ 12,250.00	\$ 29.00	\$ 10,150.00
28	MBGR Terminal Anchors	EA	2	\$ 1,000.00	\$ 2,000.00	\$ 2,500.00	\$ 5,000.00	\$ 2,677.50	\$ 5,355.00	\$ 575.00	\$ 1,150.00	\$ 1,500.00	\$ 3,000.00	\$ 1,000.00	\$ 2,000.00	\$ 3,215.00	\$ 6,430.00
29	Safety Fence	LF	500	\$ 3.00	\$ 1,500.00	\$ 4.00	\$ 2,000.00	\$ 76.50	\$ 38,250.00	\$ 1.50	\$ 750.00	\$ 4.00	\$ 2,000.00	\$ 56.00	\$ 28,000.00	\$ 13.00	\$ 6,500.00
30	Install Topsoil, Seed, and Water all Disturbed Areas to Establishment	LS	1	\$ 60,000.00	\$ 60,000.00	\$ 55,000.00	\$ 55,000.00	\$ 31,875.00	\$ 31,875.00	\$ 101,000.00	\$ 101,000.00	\$ 25,000.00	\$ 25,000.00	\$ 63,000.00	\$ 63,000.00	\$ 86,216.00	\$ 86,216.00
31	Preparation, Implementation & Administration of SWPPP	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 6,500.00	\$ 6,500.00	\$ 11,475.00	\$ 11,475.00	\$ 3,175.00	\$ 3,175.00	\$ 10,000.00	\$ 10,000.00	\$ 4,700.00	\$ 4,700.00	\$ 1,599.00	\$ 1,599.00
<b>TOTAL</b>					\$ <b>2,101,638.00</b>	\$ <b>2,137,468.50</b>	\$ <b>2,188,865.04</b>	\$ <b>2,419,017.00</b>	\$ <b>2,495,083.50</b>	\$ <b>2,644,103.35</b>	\$ <b>*3,321,163.30</b>						

**Alternate A**

A-1	Install Fire Hydrant Assembly, inc. valve fittings, and lead	EA	19	\$ 5,000.00	\$ 95,000.00	\$ 4,500.00	\$ 85,500.00	\$ 4,934.25	\$ 93,750.75	\$ 6,800.00	\$ 129,200.00	\$ 4,350.00	\$ 82,650.00	\$ 4,160.00	\$ 79,040.00	\$ 5,066.00	\$ 96,254.00
A-2	Install 12" D.I. Fittings	LBS	3,759	\$ 4.00	\$ 15,036.00	\$ 4.00	\$ 15,036.00	\$ 5.65	\$ 21,238.35	\$ 3.00	\$ 11,277.00	\$ 4.25	\$ 15,975.75	\$ 2.35	\$ 8,833.65	\$ 7.80	\$ 29,320.20
A-3	Install 8" Gate Valve	EA	1	\$ 2,500.00	\$ 2,500.00	\$ 1,400.00	\$ 1,400.00	\$ 1,683.00	\$ 1,683.00	\$ 2,950.00	\$ 2,950.00	\$ 1,250.00	\$ 1,250.00	\$ 1,500.00	\$ 1,500.00	\$ 2,407.00	\$ 2,407.00
A-4	Install 12" Gate Valve	EA	10	\$ 3,000.00	\$ 30,000.00	\$ 2,850.00	\$ 28,500.00	\$ 2,779.50	\$ 27,795.00	\$ 4,000.00	\$ 40,000.00	\$ 2,200.00	\$ 22,000.00	\$ 2,500.00	\$ 25,000.00	\$ 2,537.00	\$ 25,370.00
<b>TOTAL</b>					\$ <b>142,536.00</b>	\$ <b>130,436.00</b>	\$ <b>144,467.10</b>	\$ <b>183,427.00</b>	\$ <b>121,875.75</b>	\$ <b>114,373.65</b>	\$ <b>153,351.20</b>						

**Alternate B**

B-1	Install 16" C-900 DR18 PVC Water Line, inc. bedding & tracer wire	LF	11,574	\$ 80.00	\$ 925,920.00	\$ 79.00	\$ 914,346.00	\$ 68.34	\$ 790,967.16	\$ 80.00	\$ 925,920.00	\$ 70.00	\$ 810,180.00	\$ 95.73	\$ 1,107,979.02	\$ 83.60	\$ 967,586.40
B-2	Install Fire Hydrant Assembly, inc. valve, fittings, and lead	EA	19	\$ 5,000.00	\$ 95,000.00	\$ 5,000.00	\$ 95,000.00	\$ 5,418.75	\$ 102,956.25	\$ 6,900.00	\$ 131,100.00	\$ 4,350.00	\$ 82,650.00	\$ 4,160.00	\$ 79,040.00	\$ 5,266.00	\$ 100,054.00
B-3	Install 30" Steel Casing by Bore	LF	135	\$ 345.00	\$ 46,575.00	\$ 495.00	\$ 66,825.00	\$ 558.56	\$ 75,405.60	\$ 1,080.00	\$ 145,800.00	\$ 440.00	\$ 59,400.00	\$ 430.00	\$ 58,050.00	\$ 466.00	\$ 62,910.00
B-4	Install 30" Steel Casing by Open Trench	LF	40	\$ 103.50	\$ 4,140.00	\$ 220.00	\$ 8,800.00	\$ 206.30	\$ 8,252.00	\$ 62.00	\$ 2,480.00	\$ 240.00	\$ 9,600.00	\$ 155.00	\$ 6,200.00	\$ 357.00	\$ 14,280.00
B-5	Install 16" D.I. Fittings	LBS	11,939	\$ 4.00	\$ 47,756.00	\$ 4.00	\$ 47,756.00	\$ 6.25	\$ 74,618.75	\$ 3.00	\$ 35,817.00	\$ 4.00	\$ 47,756.00	\$ 2.35	\$ 28,056.65	\$ 7.80	\$ 93,124.20
B-6	Install 8" Gate Valve	EA	2	\$ 2,500.00	\$ 5,000.00	\$ 1,400.00	\$ 2,800.00	\$ 1,746.75	\$ 3,493.50	\$ 2,950.00	\$ 5,900.00	\$ 1,250.00	\$ 2,500.00	\$ 1,500.00	\$ 3,000.00	\$ 2,406.50	\$ 4,813.00
B-7	Install 12" Gate Valve	EA	7	\$ 3,000.00	\$ 21,000.00	\$ 2,850.00	\$ 19,950.00	\$ 2,779.50	\$ 19,456.50	\$ 4,000.00	\$ 28,000.00	\$ 2,200.00	\$ 15,400.00	\$ 2,500.00	\$ 17,500.00	\$ 2,537.00	\$ 17,759.00
B-8	Install 16" Gate Valve	EA	5	\$ 5,000.00	\$ 25,000.00	\$ 8,500.00	\$ 42,500.00	\$ 7,841.25	\$ 39,206.25	\$ 9,400.00	\$ 47,000.00	\$ 3,350.00	\$ 16,750.00	\$ 6,900.00	\$ 34,500.00	\$ 6,567.00	\$ 32,835.00
B-9	Deduct for 12" C-900 DR18 PVC Water Line, inc. bedding & tracer wire	LF	-11,574	\$ 53.00	\$ (613,422.00)	\$ 52.00	\$ (601,848.00)	\$ 42.52	\$ (492,126.48)	\$ 56.00	\$ (648,144.00)	\$ 60.00	\$ (694,440.00)	\$ 58.80	\$ (680,551.20)	\$ 65.90	\$ (762,726.60)
B-10	Deduct Fire Hydrant Assembly, inc. valve on 16" PVC Water Line	EA	-4	\$ 5,000.00													

**BID FORM**

**CITY OF LIBERTY HILL, TX**

**BAGDAD ROAD WATER TRANSMISSION MAIN IMPROVEMENTS**

**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to:

*City of Liberty Hill,  
ATTN: Karen Smith  
1120 Loop 332  
Liberty Hill, Texas 78642*

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS**

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

**ARTICLE 3 – BIDDER’S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
1	2015-05-12
2	2015-05-14

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder’s safety precautions and programs.

- E. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- F. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- G. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- I. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### **ARTICLE 4 – BIDDER’S CERTIFICATION**

##### **4.01 Bidder certifies that:**

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
  - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
  - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### **ARTICLE 5 – BASIS OF BID**

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

BASE BID					
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Insurance, Bonds and Move-In ( $\leq 5\%$ )	LS	1	\$80,000.00	\$80,000.00
2	Videotaping Project Area	LS	1	\$2,000.00	\$2,000.00
3	Install & Remove Rock Berms	LF	625	\$30.00	\$18,750.00
4	Install & Remove Silt Fence	LF	5,032	\$2.50	\$12,580.00
5	Barricades, Signs and Traffic Handling	LS	1	\$50,000.00	\$50,000.00
6	Install 12" C-900 DR18 PVC Water Line (all depths), including excavation and backfill	LF	24,649	\$52.00	\$1,281,748.00
7	Install Fire Hydrant Assembly, inc. valve, fittings, and lead	EA	9	\$4,500.00	\$40,500.00
8	Automatic Combination Air/Vacuum Release Valve Assembly, 1" Diam.	EA	7	\$3,100.00	\$21,700.00
9	Install 12" D.I. Fittings	LBS	8,204	\$4.00	\$32,816.00
10	Make 24" Wet Connection	EA	1	\$5,500.00	\$5,500.00
11	Make 6" Wet Connection	EA	1	\$2,500.00	\$2,500.00
12	Install 12" Gate Valve	EA	15	\$2,850.00	\$42,750.00
13	Install 6" Gate Valve	EA	2	\$950.00	\$1,900.00
14	Meter Vault Assembly (Including meter, flow control valve, check valve, vaults, fittings, and all appurtenances)	LS	1	\$8,500.00	\$8,500.00
15	Trench HMAC Pavement Repair, including saw cut, compacted select fill, compacted base, and new HMAC.	LF	600	\$40.00	\$24,000.00
16	Trench Concrete Pavement Repair including saw cut, compacted select fill, reinforcing steel and new concrete.	LF	31	\$70.00	\$2,170.00

BASE BID					
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
17	Trench Gravel Driveway Repair including compacted select fill and new gravel.	LF	659	\$ 20.00	\$ 13,180.00
18	Install 24" Steel Casing by Bore	LF	375	\$ 410.00	\$ 153,750.00
19	Install 24" Steel Casing by Open Trench	LF	190	\$ 150.00	\$ 28,500.00
20	Install 16" HDPE DR11 by Directional Bore	LF	351	\$ 300.00	\$ 105,300.00
21	24" CMP Culvert Replacement	LF	230	\$ 60.00	\$ 13,800.00
22	24" SET Replacement for CMP Pipe	EA	10	\$ 1250.00	\$ 12,500.00
23	18" CMP Culvert Replacement	LF	84	\$ 50.00	\$ 4,200.00
24	18" SET Replacement for CMP Pipe	EA	6	\$ 1,000.00	\$ 6,000.00
25	Trench Safety Plan	LS	1	\$ 1,500.00	\$ 1,500.00
26	Trench Safety Implementation	LF	24,649	\$ .50	\$ 12,324.50
27	Metal Beam Guard Railing	LF	350	\$ 40.00	\$ 14,000.00
28	MBGR Terminal Anchors	EA	2	\$ 2,500.00	\$ 5,000.00
29	Safety Fencing	LF	500	\$ 4.00	\$ 2,000.00
30	Install Topsoil, Seed, and Water all Disturbed Areas to Establishment	LS	1	\$ 55,000.00	\$ 55,000.00
31	Preparation, Implementation & Administration of SWPPP	LS	1	\$ 6,500.00	\$ 6,500.00
Total of All Unit Price Bid Items for BASE BID					\$ 2,137,468.50

ADDITIVE ALTERNATE BID – A					
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
A-1	Install Fire Hydrant Assembly, inc. valve, fittings, and lead	EA	19	\$ 4500.00	\$ 85,500.00
A-2	Install 12" D.I. Fittings	LBS	3,759	\$ 4.00	\$ 15,036.00
A-3	Install 8" Gate Valve	EA	1	\$ 1400.00	\$ 1,400.00
A-4	Install 12" Gate Valve	EA	10	\$ 2850.00	\$ 28,500.00
Total of All Unit Price Bid Items for ADDITIVE ALTERNATE BID - A					\$130,436.00

ADDITIVE ALTERNATE BID – B					
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
B-1	Install 16" C-905 DR18 PVC Water Line, inc. bedding & tracer wire	LF	11,574	\$ 79.00	\$ 914,346.00
B-2	Install Fire Hydrant Assembly, inc. valve, fittings, and lead	EA	19	\$ 5000.00	\$ 95,000.00
B-3	Install 30" Steel Casing by Bore	LF	135	\$ 495.00	\$ 66,825.00
B-4	Install 30" Steel Casing by open Trench	LF	40	\$ 220.00	\$ 8,800.00
B-5	Install 16" D.I. Fittings	LBS	11,939	\$ 4.00	\$ 47,756.00
B-6	Install 8" Gate Valve	EA	2	\$ 1,400.00	\$ 2,800.00
B-7	Install 12" Gate Valve	EA	7	\$ 2850.00	\$ 19,950.00
B-8	Install 16" Gate Valve	EA	5	\$ 8,500.00	\$ 42,500.00
B-9	<u>Deduct</u> for 12" C-900 DR18 PVC Water Line, inc. bedding & tracer wire	LF	-11,574	-\$ 52.00	-\$ 601,848.00
B-10	<u>Deduct</u> Fire Hydrant Assembly, inc. valve on 12" PVC Water Line	EA	-4	-\$ 4,500.00	-\$ 18,000.00

ADDITIVE ALTERNATE BID – B					
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
B-11	<u>Deduct</u> for 24" Steel Casing by Bore	LF	-135	-\$440.00	-\$59,350.00
B-12	<u>Deduct</u> for 24" Steel Casing by Open Trench	LF	-40	-\$150.00	-\$6,000.00
B-13	<u>Deduct</u> for 12" D.I. Fittings	LBS	-3,539	-\$4.00	-\$14,156.00
Total of All Unit Price Bid Items for ADDITIVE ALTERNATE BID – B					\$502,623.00

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Owner may select the lowest qualified Bid, based on one of the three options listed below:

- 1) BASE BID ONLY
- 2) BASE BID PLUS ALTERNATIVE BID A
- 3) BASE BID PLUS ALTERNATIVE BID B

Total BASE BID Price

\$ 2,137,468.50

Total BASE BID plus Alternative Bid A Price

\$ 2,267,904.50

Total BASE BID plus Alternative Bid B Price

\$ 2,640,091.50

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**ARTICLE 6 – TIME OF COMPLETION**

- 6.01 Bidder agrees that the Work will be substantially complete within 270 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 330 calendar days after the date when the Contract Times commence to run.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 7 – ATTACHMENTS TO THIS BID**

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
  - B. List of Proposed Subcontractors;
  - C. List of Proposed Suppliers;
  - D. List of Project References; 2
  - E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids; 1
  - F. Required Bidder Qualification Statement with supporting data; and
  - G. Financial Statement; - *upon Request of IF Low Bidder*
  - H. Equipment Schedule; and 1
  - I. Present commitments. 6

**ARTICLE 8 – DEFINED TERMS**

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_  
(Individual's signature)

Doing business as: \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

A Corporation

Corporation Name: Royal Vista, Inc. (SEAL)

State of Incorporation: TEXAS  
Type (General Business, Professional, Service, Limited Liability): Utility Contractor

By: [Signature]  
(Signature -- attach evidence of authority to sign)

Name (typed or printed): LARRY FEUST

Title: V.P.  
(CORPORATE SEAL)

Attest [Signature]

Date of Qualification to do business in Texas is 1/28/1998



## Franchise Tax Account Status

As of: 05/12/2015 01:23:34 PM

**This Page is Not Sufficient for Filings with the Secretary of State**

ROYAL VISTA, INC.	
Texas Taxpayer Number	17428667731
Mailing Address	350 COUNTY ROAD 260 LIBERTY HILL, TX 78642-6202
Right to Transact Business in Texas	ACTIVE
State of Formation	TX
Effective SOS Registration Date	01/28/1998
Texas SOS File Number	0147632000
Registered Agent Name	MAYDALE FOUST
Registered Office Street Address	350 COUNTY ROAD 260 LIBERTY HILL, TX 78642

RVI

**Royal Vista, Incorporated**

350 County Road 260 ~ Liberty Hill, Texas 78642

Phone (512) 515-6824 ~ Fax (512) 515-6829

*H.U.B. /W.B.E. /DBE CERTIFIED*

*AUTHORIZATION TO BIND CONTRACT*

The following individuals are authorized to bind bidder's company. Corporate Resolution and Minutes attesting to same are attached.

Maydale Foust, President/Secretary

Larry Foust, Vice-President

Steve Green, Operations Manager



---

Maydale Foust, President/Secretary  
Royal Vista Inc.

**RVI**

**Royal Vista, Incorporated**  
350 County Road 260 ~ Liberty Hill, Texas 78642  
Phone (512) 515-6824 ~ Fax (512) 515-6829  
*H. U. B. / W. B. E. / DBE CERTIFIED*

August 14, 2009

Called to order by Maydale Foust at 8:00 a.m.

Members present: Maydale Foust, Larry Foust, Steve Green

Minutes taken by: Maydale Foust, Secretary

Maydale called the session to order for the purpose of issuing corporate resolution as follows:

That all officers, Maydale Foust, Larry Foust, and Steve Green, are authorized and empowered to execute and deliver and to accept, receive and receipt, and bind for any and all contracts, bids, acceptance and issuance of bids and contracts, and, as such all documents so executed will be legally binding for the Corporation henceforth.

Larry Foust made a motion that the above resolution be made. Steve Green seconded the motion. Maydale Foust asked for all in favor to say yes. The motion was carried unanimously.

Larry Foust made a motion to adjourn the meeting. Steve Green seconded the motion.

Maydale closed the meeting at 8:30 a.m.

Signed:

  
\_\_\_\_\_  
Maydale Foust

Date: 08/14/2009

  
\_\_\_\_\_  
Larry Foust

Date: 08/14/2009

  
\_\_\_\_\_  
Steve Green

Date: 08/14/2009

A Joint Venture

Name of Joint Venture: \_\_\_\_\_

First Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Second Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address \_\_\_\_\_

\_\_\_\_\_

Phone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

E-mail \_\_\_\_\_

SUBMITTED on \_\_\_\_\_, 20\_\_\_\_.

State Contractor License No. \_\_\_\_\_

**BID BOND**

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

**BIDDER (Name and Address):** Royal Vista, Inc.  
350 CR 260  
Liberty Hill, TX 78642

**SURETY (Name, and Address of Principal Place of Business):**

SureTec Insurance Company  
9737 Great Hills Trail, Suite 320  
Austin, TX 78759

**OWNER (Name and Address):**

City of Liberty Hill  
1120 Loop 332  
Liberty Hill, TX 78642

**BID**

**Bid Due Date:** May 15, 2015

**Description (Project Name— Include Location):** Bagdad Road Water Transmission Main Improvements

**BOND**

**Bond Number:** Bid Bond

**Date:** May 15, 2015

**Penal sum** Five percent of amount bid \$ 5%

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER**

**SURETY**

Royal Vista, Inc. (Seal)

SureTec Insurance Company (Seal)

Bidder's Name and Corporate Seal

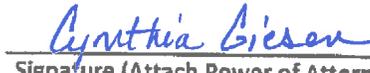
Surety's Name and Corporate Seal

By:



Signature

By:



Signature (Attach Power of Attorney)

LARRY FAUST

Print Name

Cynthia Giesen

Print Name

V.P.

Title

Attorney-in-Fact

Title

Attest:



Signature

Attest:



Signature

Title MARCIA A. HALL, WITNESS

Title Courtney J. Goulding, Witness

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

# SureTec Insurance Company

## LIMITED POWER OF ATTORNEY

**Know All Men by These Presents**, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

William H. Pitts Jr., Wesley M. Pitts, Robert C. Fricke, Cynthia Giesen, Douglas J. Wealty, Courtney J. Goulding

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Ten Million and 00/100 Dollars (\$10,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 12/31/2016 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

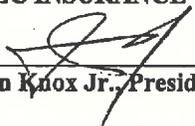
*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

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

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20<sup>th</sup> of April, 1999.)

**In Witness Whereof**, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 26th day of January, A.D. 2015

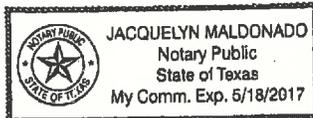
SURETEC INSURANCE COMPANY

By:   
John Knox Jr., President

State of Texas                      SS:  
County of Harris



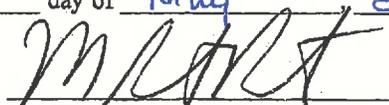
On this 26th day of January, A.D. 2015 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



  
Jacquelyn Maldonado, Notary Public  
My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 15<sup>th</sup> day of May, 2015, A.D.

  
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.  
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

**SureTec Insurance Company**  
**THIS BOND RIDER CONTAINS IMPORTANT COVERAGE**  
**INFORMATION**

**Statutory Complaint Notice**

To obtain information or make a complaint:

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

SureTec Insurance Company  
9737 Great Hills Trail, Suite 320  
Austin, Tx 78759

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

You may write the Texas Department of Insurance at

PO Box 149104  
Austin, TX 78714-9104  
Fax#: 512-475-1771

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

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**Terrorism Risk Exclusion**

The Bond to which this Rider is attached does not provide coverage for, and the surety shall not be liable for, losses caused by acts of terrorism, riot, civil insurrection, or acts of war.

---

**Exclusion of Liability for  
Mold, Mycotoxins, and Fungi**

The Bond to which this Rider is attached does not provide coverage for, and the surety thereon shall not be liable for, molds, living or dead fungi, bacteria, allergens, histamines, spores, hyphae, or mycotoxins, or their related products or parts, nor the remediation thereof, nor the consequences of their occurrence, existence, or appearance.

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

Name of Bidder: Royal Visk Inc Date Organized: 1198

Address: 350 CR 260 Liberty Hill Texas 78642 Date Incorporated 1199

Number of Years in contracting business under present name 18 1/2 yrs

**CONTRACTS ON HAND:**

Contract	Amount \$	Completion Date
<u>See Attached</u>		

Type of work performed by your company: Underground Utilities

Have you ever failed to complete any work awarded to you? NO

Have you ever defaulted on a contract? NO

List the projects most recently completed by your firm (include project of similar importance):

Project	Amount \$	Mo/Yr Completed
<u>See Attached</u>		

Major equipment available for this contract: Backhoes, Excavators, Motor Graders, Saws, Trucks, Loaders - Small Equipment

Attach resume(s) for the principal member(s) of your organization, including the officers as well as the proposed superintendent for the project.

Credit available: \$ 1,000,000 - Bank reference: Union State Bank

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Liberty Hill in verification of the recitals comprising this Statement of Bidder's Qualifications.

Executed this 15<sup>th</sup> day of May, 2015.

By: (signature) [Signature] Title: V.P.

(print name) LARRY FOST

**ROYAL VISTA INC.  
350 CR 260  
LIBERTY HILL, TX 78642**

**LIST OF SUBCONTRACTORS**

- |                               |                    |
|-------------------------------|--------------------|
| 1. BRYANT & FREY CONSTRUCTION | BORES              |
| 2. GRAY CONSTRUCTION          | BORES              |
| 3. ROADWAY SPECIALTIES        | GUARD RAIL         |
| 4. COMPLIANCE RESOURCES       | SW3P PLANS         |
| 5. SUNTEC ELECTRICAL          | ELECTRICAL         |
| 6. WHITE PHOTOGRAPHY          | VIDEO AND PICTURES |
| 7. G.R. SURVEYING             | SURVEY AND STAKING |
| 8. ABC EROSION CONTROL        | EROSION CONTROL    |

**LIST OF SUPPLIERS**

- |   |                 |
|---|-----------------|
| 1. FERGUSON SUPPLY                        | PIPE & FITTINGS |
| 2. TEXAS CORRUGATORS                      | CMP PIPE        |
| 3. OLD CASTLE (OR)<br>TEXAS CRUSHED STONE | BEDDING/BASE    |
| 4. APAC                                   | ASPHALT         |
| 5. MARTIN MARIETTA                        | CONCRETE        |



# The State of Texas

SECRETARY OF STATE

**CERTIFICATE OF INCORPORATION  
OF  
ROYAL VISTA, INC.  
CHARTER NUMBER 1476320**

The undersigned, as Secretary of State of Texas, hereby certifies that the attached Articles of Incorporation for the above named corporation have been received in this office and are found to conform to law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law, hereby issues this Certificate of Incorporation.

Issuance of this Certificate of Incorporation does not authorize the use of a corporate name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: January 28, 1998  
Effective: January 28, 1998



Alberto R. Gonzales  
Secretary of State

BW



## Franchise Tax Account Status

As of: 05/12/2015 01:23:34 PM

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\_\_\_\_\_  
Maydale Foust

Date: 08/14/2009

  
\_\_\_\_\_  
Larry Foust

Date: 08/14/2009

  
\_\_\_\_\_  
Steve Green

Date: 08/14/2009

# ROYAL VISTA INC.

## MAJOR CONTRACTS January 1998 – Present

<u>Job</u>	<u>Contract Amount</u>	<u>Status</u>
Georgetown High School - Water/ Wastewater	\$ 35,400	Complete
Cooper Elementary, Georgetown ISD - Water/Wastewater	\$ 171,800	Complete
Liberty Hill High School - Water/ Wastewater	\$ 151,449	Complete
Schlumberger Oilfield Services - Water/ Wastewater	\$ 211,000	Complete
Copperas Cove ISD Fine Arts - Water/ Wastewater	\$ 98,371	Complete
Highland Park Elementary, Austin ISD Water/Wastewater	\$ 41,967	Complete
Elgin High School - Water/Wastewater	\$ 221,504	Complete
Carver Kindergarten Center, Lockhart ISD - Excav/Water/Wastewater	\$ 175,200	Complete
Cottonwood Creek Subdivision - Water	\$ 97,681	Complete
Chili's, Georgetown - Water/Wastewater	\$ 70,190	Complete
Georgetown H.S. Parking Lot - Excav	\$ 27,800	Complete
Indian Oaks Subdivision, City of Austin Water/Wastewater	\$ 1,322,125	Complete
Comfort Inn - Water/Wastewater	\$ 65,800	Complete
Jarrell ISD - Water/Wastewater	\$ 374,709	Complete
Central Texas College - Storm	\$ 164,500	Complete
Anderson Mill Warehouse - Excav	\$ 214,433	Complete
IH-35 South, STAA #16, Phase A Water/Wastewater	\$ 253,561	Complete
Lake Bastrop - Gen. Construction	\$ 298,000	Complete
Gabriel's Overlook Phase I - Water	\$ 360,000	Complete
Gabriel's Overlook Phase II - Water	\$ 220,000	Complete
Wade Crossing - Water	\$ 48,270	Complete
Ancient Oaks - Water	\$ 217,105	Complete

LCRA Blackrock - Gen. Construction	\$ 101,189	Complete
Rio Grande, City of Austin W/W	\$ 42,270	Complete
Oakmont Business Park - Water/ Wastewater	\$ 121,000	Complete
Saratoga Springs Phase II - Water	\$ 165,319	Complete
Williams Elementary - Water/Wastewater/ Storm	\$ 119,524	Complete
Vista Ridge - Water/Wastewater/Storm/ Electrical	\$ 525,184	Complete
Chisholm Trail S.U.D., office - Water/ Gen. Construction	\$ 529,900	Complete
Plaza Lofts - Water	\$ 48,200	Complete
Breakaway Park - Water, Wastewater/ Storm	\$ 1,634,177	Complete
LCRA Muleshoe - Water/Wastewater/ Storm/Gen. Construction	\$ 222,291	Complete
Ashley Moore Subdivision - Water	\$ 98,310	Complete
The Overlook - Water	\$ 101,415	Complete
LCRA Lake Bastrop - Water/Gen. Construction	\$ 97,500	Complete
Hutto Road, City of Georgetown - Water/ Wastewater	\$ 364,000	Complete
Breakaway Park - Offsite - Wastewater	\$ 408,651	Complete
Florence Firing Range, TX Dept. Public	\$ 57,000	Complete
Lago Vista City Park, Tx Parks & Wildlife Club House and Pool	\$ 1,182,729	Complete
LCRA Spicewood/Marble Falls - Water	\$ 206,291	Complete
Apache Shores, Travis Co. Water Dist. 17- Water	\$ 372,670	Complete
Bagdad/ New Hope Road, City of Cedar Park	\$ 126,470	Complete
Beck Funeral Home - Wastewater	\$ 55,550	Complete
Georgetown – Golden Oaks @ 8 <sup>th</sup> and Church St.	\$ 195,460	Complete
Lost Creek M.U.D.	\$ 85,568	Complete
SH 45 Section 7	\$ 333,646	Complete

SH 45 Section 8	\$ 3,679,845	Complete
Williamson Co., 1431/Parmer	\$ 83,443	Complete
Williamson Co. 1431/183	\$ 1,389,839	Complete
Lakeline & New Hope	\$ 201,149	Complete
SH 45 Section 6	\$ 1,093,134	Complete
Georgetown Animal Shelter (Office and Kennels)	\$ 717,991	Complete
SH29 – Burnet County	\$ 101,950	Complete
FM 2243 Leander	\$ 58,282	Complete
SH 29 – IH 35	\$ 1,210,504	Complete
Gabriel’s Overlook Section 5	\$ 123,105	Complete
Chinatown Center	\$ 782,527	Complete
Oltorf & IH 35	\$ 23,000	Complete
CR 258 Re-alignment	\$ 220,455	Complete
Cierra Springs Subdivision-18” Ductile Iron - Chisholm Trail SUD to take over	\$ 218,650	Complete
183A Turnpike	\$ 748,916	Complete
Boys & Girls Club of Georgetown (Clubhouse)	\$ 107,489	Complete
Balcones Wildlife Refuge	\$ 539,700	Complete
1-35 & Westinghouse Road	\$ 1,260,789	Complete
Liberty Hill Regional Wastewater System-Effluent	\$ 548,840	Complete
Ronald Reagan Blvd.-Phase II	\$ 1,046,940	Complete
Hope Lumber-RR	\$ 503,316	Complete
Peace Lutheran Church	\$ 122,600	Complete
Anderson Mill Extension	\$ 526,551	Complete
Hutto Transmission Line	\$ 1,842,450	Complete
Old Settlers Market	\$ 125,899	Complete
Corbit Beasey Workshop (office & warehouse)	\$ 177,250	Complete
City of Manor-Water line	\$ 397,000	Complete
Grace Academy	\$ 279,173	Complete
Turkey Bend Recreational Area	\$ 206,550	Complete
Cierra Vista Subdivision	\$ 312,445	Complete
Water District #17-Lakeway	\$1,081,794	Complete
SH45 Section 6 Change Order #35	\$1,338,363	Complete
Leander NW Transmission	\$1,256,582	Complete
SH45 Section 6 Toll Plaza	\$ 966,000	Complete
Johnson City Water	\$ 263,701	Complete
City of Burnet-12” Water	\$ 434,778	Complete

BMC West-Cedar Park	\$ 179,800	Complete
City of Cedar Park - FM1431 Sewer	\$ 228,389	Complete
Leander Elementary #20	\$ 755,348	Complete
Lubbock – Spur 327	\$1,049,010	Complete
Cimarron Hills Irrigation – CTSUD	\$ 521,470	Complete
Rio Ancho Subdivision	\$ 302,196	Complete
ABR-City of Austin Airport	\$ 104,590	Complete
Leander Apartments	\$ 108,900	Complete
Mueller Lake Park	\$ 87,970	Complete
WD #17 – Waterline Extension	\$ 49,550	Complete
Austin-Liberty Avenues-City of Round Rock	\$ 753,995	Complete
Elgin Street Utility & Street Rehab.	\$1,084,746	Complete
Liberty Hill Pressure Sewer System Phase II	\$ 747,315	Complete
Hudson Bend	\$ 946,941	Complete
Manor Phase II-B	\$ 607,732	Complete
Leander #23	\$ 647,975	Complete
Liberty Hill Sewer Phase I	\$3,042,307	Complete
Section 8 Toll Plaza	\$ 85,777	Complete
Stone Oak Elementary School	\$ 363,770	Complete
Lake Travis Medical Center	\$ 98,392	Complete
Lakeway WD 17	\$ 43,530	Complete
Killeen – Hwy 195 12” Water	\$ 150,236	Complete
Caddo Mills	\$ 245,573	Complete
Lampasas Waterline	\$ 143,484	Complete
Chisholm Trail 8” Water	\$ 49,726	Complete
Round Rock H. S. Phase II	\$1,210,000	Complete
Water District 17 – FM 620	\$ 33,725	Complete
SH 71 (Bee Creek-Bob Wire)	\$ 444,101	Complete
183A – Phase II	\$4,364,351	Complete
US 290	\$ 444,101	Complete
Birdsnest Airport	\$ 103,435	Complete
FM 734, Williamson County	\$ 128,275	Complete
Lampasas US 183	\$1,065,299	Complete
City of Liberty Hill-Fikes Food	\$ 85,205	Complete
City of Lampasas-Community Grant Devel.	\$ 71,445	Complete
Angelo State Housing	\$ 278,540	Complete
Tyler Toll 49 Seg 3B Design Build	\$5,280,617	Complete
Apache Shores – Travis County	\$ 552,959	Complete
CTRMA – US 183A Mod 9	\$ 21,880	Complete

Bethany Church	\$ 321,670	Complete
Angelo State Tie-In	\$ 7,500	Complete
City of Austin – RON Apron Expansion Ph 2	\$ 117,245	Complete
Fikes Food – Onsite Conversion/Grinder	\$ 12,050	Complete
24” CTSUD Waterline Improvements	\$ 193,600	Complete
SH 71 TXDOT at Riverside	\$3,459,341	Complete
SH 71 TXDOT SUPERSTREETS	\$ 150,210	Complete
Lampasas 3 <sup>rd</sup> Street Water Improvements	\$ 127,407	Complete
Liberty Hill Intermediate School	\$ 290,000	Complete
Liberty Hill Jr. High School	\$ 62,500	Complete
Grand Marc Junction Box	\$ 19,190	Complete
Stonewall Ranch	\$ 107,418	Complete
Quality Seafood	\$ 29,200	Complete
SH 195	\$1,059,369	98%%
Sunfield MUD #4	\$ 514,815	Complete
FM1626	\$1,081,969	Complete
Aarons Rent to Own	\$ 19,200	Complete
Avery Ranch	\$ 111,672	Complete
7-Eleven	\$ 130,000	Complete
Lago Vista High School	\$ 938,339	Complete
Texas A&M Library	\$ 473,817	Complete
Williamson I-35	\$1,098,746	90%
Gabriel’s Ridge	\$ 79,041	Complete
MOPAC Improvement Project	\$12,098,100	50%
SH 195 2 <sup>nd</sup> Phase	\$1,322,144	84%
Hidden Trails	\$ 330,350	Complete
North Georgetown Improvements	\$ 697,250	Complete
Travis Vista/Marshall Ford Utility Improvements	\$ 2,845,820	Complete
Clearwater Ranch	\$ 788,485	Complete
Oakland Park	\$ 280,873	Complete
Williamson RM 1431	\$ 2,958,719	50%
Hays ESD #03	\$ 118,678	85%
Gabriels Grove Section 3	\$ 34,699	Complete
Gabriels Grove Section 4	\$ 285,219	Complete
I-35 @ Bud Stockton Loop at Jarrell	\$ 174,640	0%
Burnet Sherard St. Waterline	\$ 450,511	35%
Storage @ Ben White	\$ 7,418	Complete
Panera Bread	\$ 85,829	75%

<b>Trailers</b>			
<b>Make</b>	<b>Identification #</b>	<b>Description</b>	<b>Plate #</b>
1984(1998)	21ZZPL	16' Flatbed Trailer (Red)	21ZZPL
1997	16957A	Sullivan Compressor	990M78
1998	4FFB51224VS002844	HaleTrailer Utility (12')	321232H
1998	4PTG83021WM011325	PERO Trailer	214850H
1998	HMDE Model	12' Welder	609398H
1999	5BMCV1425W1E11101	Hale Utility Trailer (14')	360655H
2000	5DSGN2023YT000442	20' Flatbed Gooseneck (Stolen)	686721H
2001	1C9AC24211M202868	26' Enclosed Gooseneck	40602J
2002	4K8GX202421394505	20' Tandem Gooseneck BigTex	686720H
2002	4P5GF202821044311	PJ Trailer	20ZZPL
2003	SO1488	Finn Hydro-Seeder	959M78
2006	1W8A11F3X6S000214	Haul Low Boy Trailer (Witzco)	W48 423
2007	5TU3432217S000758	CTS END DUMP TRAILER	X98 855
2007	300HTH550770452TR	Anders Hot Tack Trailer	289-M20
2009	49TCB122691093016	12'X8" Enclosed Utility Trailer	20ZZRP
2013	4R7BU1227DT122895	12' WATER TRAILER (Black)	24171M
<b>Vehicles</b>			
1991	1XKAD29X4MS558100	Kenworth Truck	1E85445
1998	3B6MC36W2WM269519	White Dodge Ram- Shop	DGW5418
1998	1HTSCABM7WH570466	International (IHC) Water Truck	BY69110
1999	3FEWF80C8XMA13482	Ford Water Truck	DBW2353
2000	1FUYNWEB6YLA75647	Freightliner Cab & Chasis	1E85446
2002	1GTEC14W22Z192649	GMC Pickup-Sandstone-Larry	DDW1251
2007	2FZHAWDJ87AY48621	STERLING DUMP TRUCK	BN24271
2013	1GC2CVCG7DZ201420	Chevy Pickup-AJ	BPR6864
2015	1GC1CUEG6FF105155	Chevy Pickup ( David)	DXH6887
2013	151GC1CVCG2DF171966	Chevy Pickup-Jose	BPR7228
2008	1GTHC29K18E201253	GMC Pickup-WHITE-Concrete	BK28467
2008	3GNFC16018G217652	Chev. Suburban-DANA	KFX179
2011	1GNSKE0XBR178976	CHEVY SUBURBAN-MAYDALE	CG1-J876
2011	1GB5CZCLOBZ175682	CHEVY Dully Pickup-White-Concrete	BB11263
2011	1D7RV1GP2BS662872	DODGE Pickup-Chad	BE57483
2013	1FT7W2BT9DEA31644	FORD F250	BPR4465
2015	1GC4KZC85FF150824	CHEVY PICKUP - STEVE	DLK3944

<b>Equipment</b>			
<b>Year</b>	<b>Model</b>	<b>Description</b>	<b>Serial #</b>
2007	WA250-5L	Komatsu Wheel Loader	A74436
2007	WA250-5L	Komatsu Galeo Wheel Loader	A74458
2007	WA250-5L	Komatsu Galeo Wheel Loader	A74488
2007	WA320-5L	Komatsu Wheel Loader	TA32059
2003	WA320SL	Komatsu Wheel Loader	A32003
1999	PC400LC-6	Komatsu Excavator	A83337
2007	PC300LC-8	Komatsu Excavator	A90031
2003	PC300LC-71	Komatsu Excavator & 30 in V Bkt	A85820
2006	PC400LC-7	Komatsu Exc.	A86770
2012	PC200LC-8	Komatsu Hydraulic Excavator	KMTPC180P54A90539
2007	310J	JOHN DEERE 310J Backhoe	65-90HP 2WD
2008	310J	John Deere 310J Loader Backhoe	T0310JX163704
2007	416E 4x4 X	Caterpillar 416 Backhoe Loader	OSHA02989
2006	236B	Caterpillar Skid Loader	HEN05523
2000	Model 1075	Tesmec Chainsaw	Serial# 116
2000	TR 860	Case Rock Saw	JAF031650
2000	4YZ844	236 Caterpillar Skid Loader	4YZ00844
2001	CPTCP1240125	90lb. Air Hammer Breaker	7555951
n/a	n/a	WB Hydraulic Hammer	D16602
2006	AR130	Hydraulic Hammer	58
	CAT H90G	Backhoe Hammer	PO26588
2006	AR130	Hammer Attachment/PC300 Exc.	D23311
2010	PB420	Hydraulic Breaker Hammer	KALOO0146
2006	3TH-6356	3" Trash Pump	#457023
2006	3TH-4711	3" Trash Pump	#457021
	Honda Motor	2" Trash Pump	907770RA
		2" Trash Pump	(Motor)#1363652
2012	2829	Samson Oil Pump	412509
2006	3TH-4749	3" Trash Pump	#459429
	Wacker	2" Electrical Pump (Tyler)	20033344
2012	WT20XK3C	2" Centrifugal Pump	WAAJ-1037922
2006	CS60-ALW20	Tripod 5/8 x 11 Flat	ICM #AU00395
1998	91WZFP	Bobcat Miller Welder/Trailer	KD368665/225G
2000	L3402T7	Lifeline Tripod Harness	D34707-3802
2000	CGM902	Lifeline 7 Gas Monitor	380Z
	Used (Richie Bros Auction)	Hydrostatic Test Pump	
2013	HONDA GPM 550 PSI	Hydrostatic Pump	36833

2000	421002	MH Tester/ Vac. Pump and Panel	304CV29B
2000	MD 9800	Hopac Vib. Compactor Plate	8530
2013	Miller Bobcat 225	Welder	Ser#MD400976R
2012	Miller Matic 252	Mig Welder	MC030559N
2004	19441	Suitcase 12VS Mig Welder	LC665925
2013	RT82	Wacker Neuson Roller	S/N 20215643
2013	RT82	Wacker Neuson Trench Roller	20159215
2008	RT82-SC	Wacker Vibratory Trench Roller	5757942
2002	BW124PD	Bomag 48" Padfoot Roller	109A21902137
2006	CP323C	Caterpillar Padfoot Roller	OEAS00496
2007	Magnum MLT 4060MMH	Portable Light Tower/Elec. Luminair	76188
2007	Terex Amida AL4060D4MH	Portable Light Tower/Elec. Luminair	AL407846
2009	Terex Amida AL4000	Portable Light Tower/Elec. Luminair	AL410240
2007	ADERS 300 Gallon	Hot Tack Sprayer	300HTH550770452TR
2008	GL 2500	Gradelight 2500 Pipe Laser	909673
2008	GL2500ABV	Gradelight 2500 Pipe Laser/Rod	GG7376
2000	GL2000	Laser W/ Tripod Lasar	GD2170
2003		Spectra Pipe Laser	3325
2006	QL150-HP	HC Pipe Laser w/ Tripod	990674
2002	DC-245	24" Bhoe Compactor Wheel	070-1U
2003	PC220LC-7	Excavator Wheel Compactor	C80141
2007	TYPE F	(9) 10' Concrete Barriers	
2014	GP3800A	Wacker Generator	S/N#20184720
2012		Generac 5500W Port. Generator	
	Used (Richie Bros Auction)	Honda Generator	
2013	HD1618,HD2020,HD2420	Heavy Disc Harows (Plow)	
	Honda	Honda Suitcase Generator Set	EAAJ18888
2008	PM0435001	Subaru Generator	G01500194B
2014		Misc. Test Plugs	
2004	need file and invoice	4x8&4x1011ea/ 1" Steel Plates	need file and invoice
2014		Mis. Speed Shoring	
2002	W820-6DWS-S	6x8x20 Certified Trench Shoring	102-3.4
2002	W820-4DW-4S	4x8x20 Certified Trench Shoring	101-3.4
2002	W420-4DW-S	4x4x20 Certified Trench Shoring	103.64
2015	CUTQUICK 64CC	CUT-Off Saw 14"	SERIAL#STS42014
2012	STIHL 420	STOLEN-14" Cut Off Saw	Serial#174937498
?	Item#0008900	Wacker Gas Cut-off Saw	5096193
2014	Husqvarna K760	Cut-Off Saw	967181002
2012	TS420-14	14" Cut Off Saw	Serial#173977437
2012	TS420-14	14" Cut Off Saw	Serial#173547642
2000	Target Pac IV	14" Walk Behind Saw	S/N 000210626-356152
2013	760K	Husqvarna Arbor Cut Off Saw	S/N 20132700992
2013	Stihle Model#TS420-14	14" Cut Off Saw	177397373
2008	TS420-14	Stihl Cutoff Saw	168492294
2008	TS400	14" Cutqick Saw	167047976
	X-50	5.0" Electric Concrete Saw	1897
2004	457772	Stihl Saw	164858465
2004		Stihl Saw	142572576
2006	TS40014	Stihl Saw	165438607
2012	15 amp	Mag Worm saw	
2012	15 amp	Worm Circ Saw	
	M.Dal Grade	Spectra Laser Level	7.14613E+11
2008	TS420-14	Stihl Saw	168770842
2002		Sokkia Level	442825

2002		Sokkia Level	436455
2002		Sokkia Level	393810
2002		Pentax Level	617035
2014		AT-B4 24X Auto Level	JX6044
2002		Pentax Level	617001
2004	RT66	Belle Group Jumping Jack	406156
2005		Tapping Tool	99413
2003	2118427	Fertilizer Seeder Spreader	No Number
2007	2YJ61	Dayton Compressor/Honda Engine	4GB45 & 4NB85
2013	459212B	Honda Portable Air Compressor	Ser#03131326
	2340	IR- Home Depot Compressor	32332579
2011	GP90150A	Wheelbarrow Air Compressor	GP90150A
	John Deere	Power Washer	1017972105
?	DT80CT	Superior DT80CT Ride on Broom	808760
2002	33612	Bradco Power Sweep Broom	61884
	PC300LC-8	48" Dirt Bucket	RH97393
2006		36"Dirt Bucket	RH97415
2003	PD33205	36" Escro Dirt Bucket	RH37101
2006		28" Vee Rock Bucket	C97722
2003	PD300LC-7L	24" PC 300 Bucket	RH 87039
2003	310G18	18" Backhoe Bucket	A13464
2006		72" Dirt Bucket	K120040
2002	236	72" Grapple Bucket	90400003
2002	236	General Purpose 72" Bucket	4YZ844
2013	JRB	60" Loader Forks	162182
2000	WA250-3MC	60" Forks 250 Loader	1201-829671/5
2000	WA320-5	60" Forks 320 Loader	1003-115013/7
2013	Versatech	Single Tine Skid Steer Hay Speer	
2002	236	48 " Forks	769
2005	need file and invoice	Dewalt Rotary Hammer	D25550
2013	HOME DEPOT	MAKITA 1-1/8" ROTARY HAMMER	
2012	2 YR. REPLACEMENT	MAKITA ROTARY HAMMER	70290
2003	9800	COMPACTION PLATE	8530
2002	Check # 5884	Rock Rake/Joe Davis	#5884
1999	Lic # 7910	Quest Estimating Digitizer	7910
2006		Metal Detector	6070955
Used	Purchased 10/19/06	Mobile Storage Unit	Con# EMCU 257101
	ACE PC 220LC-7	Compaction Wheel	C80141
2008	SB165DT	165K BTU Kerosene Heater (Shop)	WP0803361
2007		Ridgid Hammer Drill/Saw/Light	
2009	R4141	Cut-Off Saw	BX094513901
2010		Stihl Weedeater FS 55	
2011	FSE 67589	Compressor (shop)	
2013		2 HP Vibrator	JE11-140303C
2012	ART.0007159 Version 105	Wacker Neuson Concrete Vibrator	10115577
2012		Smith Toughcut Torch Outfit	
2012	Mechanic bought for RVI	1" Impact Socket Set (In Mech. Trk)	
2012		Farm Boss Chain Saw	Serial#291477573
2012	MH 0215 0M10	PORTABLE SPACE HEATER	J12H05358
2009	BS 60-4S	Rammer	5870839
2013	Honda WB20XK2A	Water Pump (ON 12' TRAILER)	WABT-2017836
2014	Model 117	Pavement Breaker/14" Moil Point	Serial # 505021
2013		WATER TANK (ON 12' TRAILER)	
2009	BS 60-4S	Rammer -Jumping Jack	5870839

2009	BS 60-4S	Rammer-Jumping Jack	5858665

**RVI**

**Royal Vista, Incorporated**

350 County Road 260 ~ Liberty Hill, Texas 78642

Phone (512) 515-6824 ~ Fax (512) 515-6829

*W.B.E. /DBE CERTIFIED*

May 20, 2015

D. J. Dubose  
Steger Bizzell Engineering  
1978 S. Austin Ave.  
Georgetown, TX 78626

RE: Job Reference List

Dear Mr. Dubose:

The following are references for similar jobs:

- 1) Travis Vista/Marshall Ford Utility Improvements (Water and Force Main)  
Will Pena  
River City Engineering  
512-442-3008 Ext. 107
- 2) Clearwater Ranch (8300' - 12" and 18" PVC Pipe)  
Haynie Consulting  
Tim Haynie  
512-837-2446 Ext. 208
- 3) Liberty Hill Sewer Phase I (Force Main)
- 4) Liberty Hill Pressure Sewer System Phase II (Force Main)  
City of Liberty Hill  
Greg Boatwright  
512-750-0214
- 5) SH 71 TXDOT at Riverside (24" Ductile Iron Waterline & Storm Drainage)  
SEMA/Ferrovia  
Lee Solis  
512-917-8514

Please let me know if you need additional information.

Sincerely,

A handwritten signature in blue ink that reads "Larry Foust". The signature is fluid and cursive, with a long horizontal flourish extending to the right.

Larry Foust  
Vice President  
Royal Vista Inc.

ROYAL VISTA, INC.  
UNAUDITED FINANCIAL STATEMENTS  
FOR THE YEAR ENDED  
DECEMBER 31, 2014

ROYAL VISTA, INC.  
BALANCE SHEET  
(UNAUDITED)  
DECEMBER 31, 2014

ASSETS

CURRENT ASSETS

Cash and cash equivalents	\$	466,350
Contracts receivable (Note C)		1,103,274
Contracts receivable - retainage (Note C)		509,870
Cost and estimated earnings in excess of billing on uncompleted contracts (Note G)		933,188
<b>TOTAL CURRENT ASSETS</b>		<u>3,012,682</u>

PROPERTY AND EQUIPMENT (Note D)

Vehicles		527,106
Equipment		2,322,405
Office equipment		41,310
Leasehold improvements		23,920
Less: accumulated depreciation		<u>(2,120,331)</u>
<b>TOTAL PROPERTY AND EQUIPMENT</b>		<u>794,410</u>

**TOTAL ASSETS** \$ 3,807,092

LIABILITIES AND STOCKHOLDERS' EQUITY

CURRENT LIABILITIES

Accounts payable	\$	1,526,518
Accounts payable - retainage		26,355
Payroll taxes payable		11,630
Billings in excess of cost and estimated earning on uncompleted contracts (Note G)		39,414
Debt payable, current portion (Note E)		<u>107,357</u>
<b>TOTAL CURRENT LIABILITIES</b>		<u>1,711,274</u>

LONG-TERM LIABILITIES

Debt payable, less current portion (Note E)		<u>48,092</u>
<b>TOTAL LONG-TERM LIABILITIES</b>		<u>48,092</u>

**TOTAL LIABILITIES** \$ 1,759,366

STOCKHOLDERS' EQUITY

Common stock (\$.01 par value, 100,000 shares authorized, 1,924 shares issued and outstanding)		19
Paid-in capital		1,905
Retained earnings		<u>2,045,802</u>
<b>TOTAL STOCKHOLDERS' EQUITY</b>		<u>2,047,726</u>

**TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY** \$ 3,807,092

See independent accountants' review report and the notes to the financial statements

ROYAL VISTA, INC.  
STATEMENT OF INCOME AND RETAINED EARNINGS  
(UNAUDITED)  
FOR THE YEAR ENDED DECEMBER 31, 2014

CONTRACT REVENUES EARNED	\$ 9,663,680
COST OF REVENUES	<u>8,963,869</u>
GROSS PROFIT	<u>699,811</u>
GENERAL AND ADMINISTRATIVE EXPENSES	
Advertising	223
Contributions	3,750
Depreciation - administrative	3,208
Dues and subscriptions	257
Education	47
Fuel	9,486
Insurance	14,229
Office	1,413
Professional fees	661
Rent	1,296
Salaries, wages and taxes	215,440
Taxes - other	707
Telephone	1,760
Utilities	853
Vehicle and auto	<u>1,021</u>
TOTAL GENERAL AND ADMINISTRATIVE EXPENSES	<u>254,351</u>
PROFIT FROM OPERATIONS	445,460
OTHER INCOME	
Interest income	204
Gain/loss on sale of assets	<u>27,181</u>
TOTAL OTHER INCOME	<u>27,385</u>
NET INCOME	472,845
RETAINED EARNINGS, BEGINNING OF YEAR	1,609,523
DISTRIBUTIONS TO SHAREHOLDERS	<u>(36,566)</u>
RETAINED EARNINGS, END OF YEAR	<u>\$ 2,045,802</u>

See independent accountants' review report and the notes to the financial statements



**Executive Summary**

**June 04, 2015**

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**Agenda Subject:** Consideration of a Wholesale Wastewater Service Agreement between the City of Leander and the City of Liberty Hill.

**Background:** This agreement establishes a wholesale contract for the City of Leander to secure wastewater treatment from the City of Liberty Hill for portions of the City of Leander's territory within the South San Gabriel River basin.

The agreement establishes rates for wholesale service and connection fees and system reservation fees to secure capacity in the Liberty Hill wastewater treatment plant.

**Origination:** City of Leander

**Financial Consideration:** The initial system reservation fee due to Liberty Hill is \$525,000 which will be paid from the Wastewater Fund.

**Recommendation:** Staff recommends approval of the agreement.

**Attachments:** Agreement with exhibits

**Prepared By:** Tom Yantis, AICP  
Assistant City Manager

05/28/2015

## WHOLESALE WASTEWATER SERVICE AGREEMENT

This WHOLESALE WASTEWATER SERVICE AGREEMENT (this “**Agreement**”) is made and entered into by and between the CITY OF LEANDER, home rule municipality (“**Leander**”) and the CITY OF LIBERTY HILL, general-law municipality (“**Liberty Hill**”), collectively (“**Parties**”).

### RECITALS

WHEREAS, Liberty Hill is currently permitted to treat 1.2 million gallons per day (MGD) of wastewater effluent, and upon approval of a pending permit application, Liberty Hill expects to have capacity to treat 4.0 MGD of wastewater effluent; and

WHEREAS, Liberty Hill has adequate capacity to provide wastewater service to Leander’s city limits and extraterritorial jurisdiction north of the South San Gabriel River, an area more particularly described by (“**Exhibit A**”); and

WHEREAS, Liberty Hill desires to provide wastewater to Leander on a wholesale basis and Leander desires to be a wholesale wastewater customer to meet its growing wastewater demand; and

WHEREAS, the Parties desire to enter into an agreement setting forth terms and conditions pursuant to which Liberty Hill shall provide wholesale wastewater service to Leander, which in turn shall compensate Liberty Hill for the service as described in this Agreement; and

WHEREAS, this Agreement is made and entered into pursuant to the provisions of the Interlocal Cooperation Act, Government Code, Chapter 791; Water Code Chapter 30; and other applicable law.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Liberty Hill and Leander agree as follows:

### ARTICLE I: DEFINITIONS

1.01 Definition of Terms. The terms used in this Agreement will have the meanings set forth below, unless otherwise defined in the Agreement:

- a) **Active Connection:** means a connection for which there is an open utility account with Leander during any portion of a monthly billing period. Each connection is the equivalent of one LUE, provided that the property served by the connection is a single family residence. The LUE

equivalency for connections served that are not a single family residence shall be determined in accordance with the Austin Water Utility Living Unit Equivalent Guidance Document attached hereto as **Exhibit B**. For example, a large retail property of approximately 40,000 square feet will be considered to have 24 LUEs per Active Connection.

- b) CCN: means certificate of convenience and necessity granted by the Public Utilities Commission or successor agency.
- c) Commercial Customers: means all non-residential retail Wastewater customers of Leander in the Wholesale Wastewater Service Area.
- d) Connecting Facilities: means facilities connecting any Internal Facilities to a Point of Entry (excluding any Interceptors).
- e) Connection Fees: means a charge imposed on each service unit on new development pursuant to Chapter 395 of the Local Government Code to generate revenue for funding or recouping the costs of capital improvements or facility expansions. Presently, the Connection Fee is \$1,550.00 per LUE.
- f) Costs of the System: means all of Liberty Hill's costs of acquiring, constructing, developing, permitting, implementing, expanding, improving, enlarging, bettering, extending, replacing, repairing, maintaining, and operating the Liberty Hill System, including, without limiting the generality of the foregoing, the costs of property, interests in property, capitalized interest, land, easements and rights-of-way, damages to land and property, leases, facilities, equipment, machinery, pumps, pipes, tanks, valves, fittings, mechanical devices, office equipment, assets, contract rights, wages and salaries, employee benefits, chemicals, stores, material, supplies, power, supervision, engineering, testing, auditing, franchises, charges, assessments, claims, insurance, engineering, financing, consultants, administrative expenses, auditing expenses, legal expenses and other similar or dissimilar expenses and costs required for the System in accordance with policies of Liberty Hill's City Council.
- g) Daily BOD Loading: means the daily biochemical oxygen demand loading as measured based on the arithmetic average of all samples, grab or composite, within a calendar month, consisting of at least four separate representative samples taken in accordance with the Permit.
- h) Effective Date: means the last date of execution by all of the Parties.
- i) ETJ: means extraterritorial jurisdiction.

- j) Environmental Protection Agency or EPA: means the United States Environmental Protection Agency.
- k) Excess System Reservation Fees: means the product of the System Reservation Fee and: (i) the difference between the number of LUE's shown on a phase of a preliminary plat and the final plat for that phase, if the subdivision is developed in phases; or (ii) the number of LUE's shown on a preliminary plat and the final plat, if the property is not developed in phases.
- l) Infiltration: means water that enters Leander's System through defects such as cracks or breaks in the piping, manholes or other appurtenances.
- m) Inflow: means water that enters the Leander System through direct sources such as drain spouts, manholes, clean-outs, or other appurtenances.
- n) Interceptors: means any Wastewater interceptors previously constructed by LCRA and conveyed to Liberty Hill, together with any Wastewater mains, lift stations and other wastewater facilities constructed by or on behalf of Liberty Hill after the Effective Date of this Agreement that connect the South San Gabriel Plant to a Point of Entry.
- o) Internal Facilities: means the internal Wastewater collection and lift station facilities and related equipment, facilities and appurtenances to be constructed by or on behalf of Leander for the Leander System.
- p) Leander's System or Leander System: means the Wastewater facilities of Leander for collection and transportation of Wastewater from its retail customers to the Points of Entry into the Liberty Hill System. The Leander System includes the existing Connecting Facilities, and internal collection system, as well as any additional Internal Facilities and Connecting Facilities constructed pursuant to this Agreement.
- q) Liberty Hill's Wastewater System or Liberty Hill System: means all of the Wastewater equipment and facilities of Liberty Hill that are used for the collection, transportation, treatment, or disposal of Wastewater received from the Leander System.
- r) Lift Stations: The lift stations and force main located in Liberty Hill's ETJ, which are more particularly described in **Exhibit C** and which Liberty Hill is seeking to acquire.

- s) LUE: means Living Unit Equivalent, which one wastewater LUE, for City design purposes, is 200 gallons per day of wastewater service. The parties may amend the definition of LUE in this Agreement as appropriate based on increased efficiencies in the Liberty Hill System and future impact fee studies.
- t) LUE-Multiplier: means the number of LUE's to be multiplied by Flat Rate or Connection Fee, as appropriate for each Active Connection served that is not a single family residence in accordance with the Austin Water Utility Living Unit Equivalent Guidance Document attached hereto as **Exhibit B**.
- u) Metering Facility: means the Wastewater flow meter, meter vault, and all metering and telemetering equipment located at a Point of Entry to measure Wholesale Wastewater Service to Leander. The Liberty Hill System shall include each Metering Facility.
- v) Peak Hour Flow Rate: means the highest metered and calculated flow rate delivered from Leander to Liberty Hill's System at a Point of Entry under any operational condition, including inflow and infiltration.
- w) Points of Entry: means the locations, to be approved by Leander and Liberty Hill, in Liberty Hill's System at which all Wastewater will pass from Leander's Connecting Facilities to Liberty Hill's System. The initial Point of Entry shall be the South San Gabriel Plant ("Initial Point of Entry"). Future Points of Entry shall be agreed upon by Leander and Liberty Hill in connection with the acquisition or construction and commencement of operation of new Connecting Facilities after the Effective Date that connect to Liberty Hill's System.
- x) Prohibited Waste: means those substances and wastes prohibited from being discharged into Liberty Hill's System and Leander's System, identified on **Exhibit D** attached hereto.
- y) Reclaimed Water: means domestic or municipal wastewater that has been treated to a quality suitable for a Type I Reclaimed Water Use pursuant to the requirements of the TCEQ under 30 Texas Administrative Code 290, as amended from time to time.
- z) Residential Customers: means retail residential Wastewater customers of Leander in the Wholesale Wastewater Service Area.
- aa) Single Family Residence: means the use of a site for only one dwelling unit, where a dwelling unit is a building, or portion thereof, designed or

used exclusively for residential occupancy (not including hotels and motels).

- bb) South San Gabriel Plant: means the wastewater treatment plant, including outfall lines and other appurtenances previously constructed by LCRA and conveyed to Liberty Hill.
- cc) South WWTP Permit: means Permit No. WQ0014477001 issued by TCEQ authorizing the treatment and direct discharge of treated wastewater effluent generated at the South San Gabriel Plant.
- dd) System Reservation Fee: means the portion of the Connection Fee paid in accordance with Section 5.06, to reserve capacity in the Liberty Hill System.
- ee) TCEQ: means the Texas Commission on Environmental Quality, or any predecessor or successor agencies.
- ff) Waste or Wastewater: means liquid or water borne waste, including, without limitation, sewage, commercial waste, industrial waste or other wastes, whether separate or commingled.
- gg) Wholesale Wastewater Rate: means the monthly rate charged by Liberty Hill to Leander for providing Wholesale Wastewater Service under this Agreement, which is calculated as set forth in Article V.
- hh) Wholesale Wastewater Service Area: means the territory within Leander's ETJ and city limits in the South San Gabriel River Basin. The current boundaries of the service area are attached hereto as **Exhibit A**.
- ii) Wholesale Service Commitment: means the 8,100 LUEs of Wholesale Wastewater Service to be made available by Liberty Hill to Leander under this Agreement for the Wholesale Wastewater Service Area, subject to agreed amendments to the Wholesale Wastewater Service Area and/or the Wastewater Service Commitment as provided in Section 2.01(b).
- jj) Wholesale Wastewater Service: means the reception, transportation, treatment, and disposal of Wastewater to be provided by Liberty Hill to Leander under this Agreement.

## **ARTICLE II: PROVISION OF WHOLESAL WASTEWATER SERVICE**

### **2.01 Wholesale Wastewater Service Commitment.**

- a) Subject to the terms and conditions of this Agreement and the requirements of applicable law, Liberty Hill agrees to provide Wholesale Wastewater Service to Leander for the Wholesale Wastewater Service Area in a quantity not to exceed the Wholesale Service Commitment.
- b) Leander may request that Liberty Hill increase the Wholesale Wastewater Service Area and/or the Wastewater Service Commitment. In such event, Liberty Hill and Leander will enter into good faith negotiations to amend this Agreement to increase the Wholesale Service Commitment and/or the Wholesale Wastewater Service Area, as appropriate.

2.02 Phasing of Wholesale Wastewater Service.

- a) Subject to the provisions of the foregoing paragraph 2.01, Liberty Hill shall make Wholesale Wastewater Service available within the Wholesale Wastewater Service Area on a phased basis as follows:
  - 1) Phase 1: 1,500 LUEs of Wholesale Wastewater Service shall be made available to the Wholesale Wastewater Service Area upon the earlier to occur of a) 18 months after the Effective Date of this Agreement; or b) completion and acceptance of Connecting Facilities to a Point of Entry.
  - 2) Subsequent Phases: Leander shall give Liberty Hill written notice at such time that Leander determines that additional Wholesale Wastewater Service is needed in the Wholesale Wastewater Service Area. Such notice will include the number of LUE's that will require Wholesale Wastewater Service. Such notice shall be given at the time of preliminary plat approval in accordance with Section 5.06, provided that Leander may give written notice that additional Wholesale Wastewater Service is needed at other times as determined appropriate in Leander's discretion. Liberty Hill shall make Wholesale Wastewater Service available for the number of LUE's requested within 18 months of the date of the request, up to the Wholesale Wastewater Commitment, and payment of the System Reservation Fee for the number of LUE's stated in the notice. Payment of the System Reservation Fee shall guarantee capacity within the South San Gabriel Plant and other parts of the Liberty Hill System, as applicable, for the number of LUEs for which the System Reservation Fee is paid.
- b) Leander shall notify Liberty Hill in writing of the number of lots approved in a preliminary plat for property within the Wholesale Wastewater Service Area within thirty days of approval of the preliminary plat as provided in Section 5.06.

2.03 Peak Hour Flow Rate Limitations.

- a) The Peak Hour Flow Rate at a Point of Entry shall not exceed an average of 0.65 gallons per minute (gpm) for each LUE allocated to all Phases served by such Point of Entry.
- b) The Peak Hour Flow Rate for Phase 1 shall not exceed 975 gpm.
- c) The Peak Hour Flow Rate for all subsequent phases shall be calculated in accordance with this subsection.

Peak Hour Flow Rate (gpm) = (0.65 gpm) x (number of LUEs requested per phase)

- d) The Parties agree that any increase in the agreed Peak Hour Flow Rate or the daily BOD of Wholesale Wastewater Service that Liberty Hill provides to Leander under this Agreement will require a written amendment of this Agreement duly authorized by the governing bodies of the Parties.

2.04 Wastewater Strength Limitations.

- a) The Wholesale Service Commitment shall be subject to the following additional limitations:

The daily BOD Loading – as measured based on the arithmetic average of all samples, grab or composite, within a calendar month, consisting of at least four separate representative samples taken in accordance with the Permit -- shall not exceed an average of 0.425 pounds (BOD-5) per LUE allocated to a Phase. The daily BOD Loading for Phase 1 shall not exceed 638 pounds (BOD-5). The daily BOD Loading for all subsequent phases shall be calculated in accordance with this subsection.

Daily BOD Loading (BOD-5) = (0.425 pounds) x (number of LUEs requested per phase)

2.05 Conditions Precedent for Commencement of Wholesale Wastewater Service.

Subject to the provisions of this Agreement, Liberty Hill shall make Wholesale Wastewater Service available as follows:

- a) The commencement of Wholesale Wastewater Service to Leander will be contingent on the extension of Connecting Facilities to a Point of Entry.

- b) Leander agrees not to contest any other future permit applications filed by Liberty Hill that are necessary to provide service to the Wholesale Wastewater Service Area, as long as Liberty Hill provides Wholesale Wastewater Service in compliance with this Agreement. Liberty Hill agrees that it shall not apply for a sewer certificate of convenience and necessity for the Wholesale Wastewater Service Area within the Leander city limits or ETJ.

2.06 Sole Provider; Waste Disposal Permit Application.

- a) For so long as Liberty Hill meets its obligations under this Agreement, Liberty Hill will be the sole source of Wholesale Wastewater Service to Leander for the Wholesale Wastewater Service Area unless: i) Liberty Hill consents in writing to Leander's conversion to another wholesale provider; or, ii) Liberty Hill refuses or fails to provide Wholesale Wastewater Service in accordance with the terms of this Agreement, in which event Leander shall be free to find an alternative Wholesale Wastewater Service provider; provided that Leander may provide retail wastewater service within the Wholesale Wastewater Service Area using the Leander System on a temporary basis and allow for temporary connections to the Leander System pending completion of Connecting Facilities. Upon completion of the Connecting Facilities, Liberty Hill shall provide Wholesale Wastewater Service to any connections temporarily served by Leander in the Wholesale Wastewater Service Area.
- b) Under the terms and conditions set forth herein, Liberty Hill shall be entitled to provide Wholesale Wastewater Service to Leander for the Wholesale Wastewater Service Area from any source of treatment capacity available to Liberty Hill.

2.07 Wholesale Service Commitment Not Transferable.

- a) Liberty Hill's commitment to provide Wholesale Wastewater Service under this Agreement is solely to Leander and solely for the Wholesale Wastewater Service Area. Leander may not assign or transfer in whole or in part Liberty Hill's service commitment to any person or entity without Liberty Hill's approval, and any assignment will be subject to the terms and conditions of this Agreement.
- b) Liberty Hill may assign or transfer in whole or in part its obligations under this Agreement to any other person or entity, with Leander's prior written consent, which consent shall not be unreasonably withheld.

2.08 Leander Responsible for Retail Connections.

Leander will be solely responsible for ensuring compliance by its retail customers with the applicable terms of this Agreement and for the proper and lawful application of Leander's policies and regulations governing connection to the Leander System.

2.09 Retail Billing and Collection.

Leander agrees that it will be solely responsible for retail billings to and collections from its customers within the Wholesale Wastewater Service Area.

2.10 Curtailement of Service.

The Parties agree that, if Wastewater Service is curtailed by Liberty Hill to other customers of the Liberty Hill System due to the need to conduct maintenance operations or due to an emergency, Liberty Hill may impose a like curtailment, with notice to Leander, on Wholesale Wastewater Service delivered to Leander under this Agreement. Liberty Hill will impose such curtailments in a nondiscriminatory fashion. The Parties agree that they will not construe this Agreement to prohibit Liberty Hill from curtailing service completely in the event of a maintenance operation or emergency for a reasonable period necessary to complete such maintenance operations or repairs or respond to an emergency circumstance.

2.11 Cooperation During Maintenance or Emergency.

Leander will reasonably cooperate with Liberty Hill during periods of emergency or required maintenance. If necessary, upon prior notice, Leander will operate and maintain its system at its expense in a manner reasonably necessary for the safe and efficient completion of repairs or the replacement of facilities, the restoration of service, and the protection of the public health, safety, and welfare.

2.12 Retail Service and CCN.

The Parties acknowledge and agree that Leander shall be the retail provider of sewer service to lands within the Wholesale Wastewater Service Area. Liberty Hill agrees that it will not oppose or protest an application by Leander to obtain a sewer CCN for the Wholesale Wastewater Service Area within the Leander city limits or ETJ. Liberty Hill will not provide retail sewer service within the Wholesale Wastewater Service Area, and shall amend any agreements providing for Liberty Hill to provide retail wastewater service within the Wholesale Wastewater Service Area to be consistent with the retail sewer service area boundaries and the agreements regarding inspection of Internal Facilities set forth in this Agreement.

### **ARTICLE III: DESIGN AND CONSTRUCTION OF FACILITIES**

#### **3.01 Design and Construction of the Internal Facilities.**

- a) Leander will be responsible for design and construction of, or for causing one or more third parties to design and construct, the Internal Facilities within the Leander System.
- b) Leander agrees to be responsible for, and pay for all costs of rights-of-way, easements, design, engineering, contracting, construction and inspection of the Internal Facilities; provided that Leander may require developers or owners of land within the Wholesale Wastewater Service Area to be responsible and pay for all or a portion of the costs of right-of-way, easements, design, engineering, contracting, construction, and inspection of the Internal Facilities.
- c) The Internal Facilities will be designed and constructed in accordance with applicable regulations and specifications of Liberty Hill or Leander, whichever is more stringent, the State of Texas and United States, and with the terms and conditions of this Agreement.
- d) Leander will provide or cause to be provided to Liberty Hill copies of all certified test results of sewer collection system tests conducted in accordance with TCEQ rules for inspection of sewer collection systems over the Edwards Aquifer (see 30 Tex. Admin. Code sec. 213.5(c)(3)(E)), as may be amended.

#### **3.02 Design and Construction of the Connecting Facilities.**

- a) Leander shall be responsible for design and construction of, or for causing one or more third parties to design and construct, any Connecting Facilities, or modification to the existing Connecting Facilities, required for the transmission of Wastewater to the Liberty Hill System.
- b) Subject to the terms and conditions of this Agreement, Leander agrees to engage or cause to be engaged the services of a professional engineer registered in Texas to produce the engineering design, including detailed plans and specifications for Connecting Facilities in conformance with Liberty Hill's design criteria and construction standards in effect at the time the plans and specifications are submitted to Liberty Hill for approval, or in accordance with Leander's design criteria and construction

standards if such are more stringent; provided that the parties shall reasonably cooperate to determine the design standards that will control. The plans and specifications will address the sizing, routing, material selection, service method, cost estimates, proposed construction schedule, easements, and such other and further information as Liberty Hill deems necessary or advisable for proper review and assessment of the plans and specifications. The design for the Connecting Facilities shall be procured at Leander's sole expense; provided that Leander may cause one or more developers or owners of land within the Wholesale Wastewater Service Area to be responsible for designing the Connecting Facilities, and the cost thereof. The plans and specifications for the Connecting Facilities will be submitted to Liberty Hill for review and comment before Leander approves said plans and specifications. Liberty Hill shall provide written comments within thirty (30) days of the date of the receipt of the plans. Leander shall cause any comments provided by Liberty Hill to be addressed. If Liberty Hill does not provide comments within thirty (30) days, Leander may approve the plan and specifications, subject to compliance with Leander's ordinances and regulations.

- c) The Parties agree that the Connecting Facilities shall be designed and constructed so that they will not deliver Wastewater to the Liberty Hill System at a Peak Hour Flow Rate in excess of the Peak Flow Rate limitations set forth in this Agreement. Leander agrees to design and construct, or cause the design and construction of, the Connecting Facilities so that any wastewater flows to a Metering Facility can be accurately measured, in the event the Wholesale Wastewater Rate is calculated based on volumetric charges.
- d) Leander solely shall be responsible for the construction of the Connecting Facilities, or for causing one or more third party developers or owners of land within the Wholesale Wastewater Service Area to be responsible for the construction of the Connecting Facilities. Leander solely shall be responsible for funding construction, and all costs related thereto, of the Connecting Facilities, or for causing one or more third party developers or owners of land within the Wholesale Wastewater Service Area to be responsible for funding construction, and all costs related thereto, of the Connecting Facilities.
- e) Leander agrees to be responsible for, and pay for all costs of rights-of-way, easements, design, engineering, contracting, construction and inspection of the Connecting Facilities required to be constructed for the connection to the Liberty Hill System, or for causing one or more third party developers or owners of land within the Wholesale Wastewater Service Area to be responsible for and to pay all costs of rights-of-way, easements, design, engineering, contracting, construction and inspection

of the Connecting Facilities required to be constructed for the connection to the Liberty Hill System.

- f) The parties will cooperate in good faith to determine the location of Connecting Facilities that are located in Liberty Hill's city limits or ETJ. Liberty Hill agrees to make good faith efforts to cause the dedication of easements or right-of-way that may be necessary for the location and installation of Connecting Facilities within the city limits and ETJ of Liberty Hill from property owners or developers seeking development approvals from Liberty Hill. Pursuant to separate written instruments, Liberty Hill will further allow Leander to access and use rights-of-way and easements owned or controlled by Liberty Hill for the purpose of installing, constructing, repairing, replacing, maintaining, and operating or causing to be installed, constructed, repaired, replaced, maintained and operated, Connecting Facilities.
- g) If Liberty Hill acquires the Lift Stations, Leander will have the option to purchase 170 LUEs of Wholesale Wastewater Service from Liberty Hill. Liberty Hill shall notify Leander within thirty (30) days of the acquisition of the Lift Stations. Leander may exercise the option to purchase the 170 LUE's by paying Liberty Hill a Connection Fee of \$2,950.00 for each of the 170 LUE's within ninety (90) days of the date that Leander receives notice that Liberty Hill acquired the Lift Stations. If Leander exercises the option under this subsection, the Lift Stations will be a Point of Entry, payment of the Connection Fees in this subsection will guarantee capacity for the Wholesale Service Area in the Lift Stations, the South San Gabriel Plant, and other parts of the Liberty Hill System, as appropriate and Leander may receive Wholesale Wastewater Service from the Point of Entry at the Lift Stations upon completion of Connecting Facilities and Metering Facilities for such Point of Entry. Liberty Hill will give notice of an expansion to the Liberty Hill System 18 months prior to any expansions to the system and Leander shall have the option to sell back any unused LUEs to Liberty Hill prior to the expansion.

### 3.03 Notification of Commencement of Construction on Connecting Facilities.

After all required approvals for construction of the Connecting Facilities are obtained but prior to commencement of construction, Leander will provide, or cause to be provided, written notice to Liberty Hill of the date on which construction of the Connecting Facilities is scheduled to commence. Liberty Hill must receive this written notice at least 5 days before the scheduled construction date.

3.04 Inspection and Acceptance of a Portion or All of the Connecting Facilities.

The Parties agree that Liberty Hill has the right to make periodic inspections during the construction phase of the Connecting Facilities. Acceptance of the Connecting Facilities by Leander is subject to final inspection by Liberty Hill.

3.05 Agreement to Submit As-Built or Record Drawings and Final Plats.

Leander agrees to provide, or cause to be provided, to Liberty Hill: a) as-built or record drawings of all Internal Facilities and Connecting Facilities that contribute directly to the Liberty Hill System; and b) final plats for property located within the Wholesale Wastewater Service Area; within 30 days of Leander receiving them, not to exceed 60 days following completion and acceptance of the construction of such facilities or recording of the final plat, as appropriate.

3.06 Ownership and Operation of Connecting Facilities.

Except as set forth below or otherwise agreed, Leander shall own and operate all Connecting Facilities located on its side of a Point of Entry after completion of construction by Leander or the third party, and acceptance of the Connecting Facilities by Leander.

3.07 Design and Construction of Interceptors.

- a) Except as otherwise agreed by the Parties, Liberty Hill shall be responsible for design and construction of the Interceptors, including the acquisition of all easements required for the construction, ownership and operation of the Interceptors.
- b) Liberty Hill agrees that the Interceptors shall be designed and constructed with sufficient capacity to make wholesale service available to Leander in an amount not less than required for Liberty Hill to fulfill its obligations under this Agreement.
- c) Under no circumstances shall Liberty Hill construct any Interceptors that would connect to, or contribute Wastewater into, the Leander System without Leander's prior written approval.

3.08 Design and Construction of Improvements to the Liberty Hill System and the South San Gabriel Plant

- a) Liberty Hill shall be responsible for the design and construction of improvements and expansions to South San Gabriel Plant and the portions

of the Liberty Hill System that serve the Wholesale Wastewater Service Area.

- b) For the term of this Agreement, Liberty Hill agrees that it will provide Wholesale Wastewater Service to Leander up to the Wholesale Wastewater Commitment under the terms and conditions of this Agreement and payment of the System Reservation Fee shall guarantee capacity in the South San Gabriel Plant and the Liberty Hill System for the number of LUE's for which the System Reservation Fee is paid.

#### **ARTICLE IV: METERING OF WASTEWATER FLOWS**

##### **4.01 Wastewater Flow Meters.**

All Wastewater Flows from the Wholesale Wastewater Service Area must be metered through Metering Facilities that are designed and constructed by Leander, and are subject to Liberty Hill's review and approval. Upon completion of installation, the Metering Facilities shall be dedicated to Liberty Hill. The parties acknowledge and agree that the initial Wholesale Wastewater Rate is a flat rate charge as set forth in Article V. This Article shall also govern metering of Wastewater flows for the purpose of calculating the Volumetric Rate in the event that the Wholesale Wastewater Rate is a volume-based rate. The Metering Facilities shall be tested and calibrated to ensure said facilities are operative and measuring accurately prior to instituting and charging Leander a volume-based Wholesale Wastewater Rate.

##### **4.02 Wastewater Flow Meter Calibration and Testing.**

It will be the duty of the Parties to this Agreement to notify the other Party in the event any Party becomes aware that a Wastewater flow meter is registering inaccurately or malfunctioning. Any Party will have the right to test a flow meter at any time. Notification of a proposed test will be provided at least 48 hours before conducting the test except in the case of emergencies. Any Party will have the right to witness Wastewater flow meter tests. Payment for meter calibration and testing under this Section will be the responsibility of the Party requesting the meter calibration and testing.

##### **4.03 Ownership, Operating and Maintenance of the Wastewater Flow Meters.**

Following completion and final acceptance of the Metering Facilities by Liberty Hill, Liberty Hill will own and operate and maintain the Metering Facilities. Liberty Hill agrees to calibrate and routinely service the Wastewater flow meter no less than once during each 12-month period as a Cost of the System. Calibration will be accomplished according to Liberty Hill's standard methods.

Liberty Hill will notify Leander in writing of proposed calibrations in advance of such occurrences so that Leander may observe if desired.

4.04 Billing Adjustments.

If, for any reason, a Wastewater flow meter is out of service or inoperative, or if, upon any test, any meter is found to be inaccurate (variance of five percent (5%) or more), Liberty Hill will calibrate the meter to measure within five percent (5%) accuracy. In addition, Liberty Hill will adjust billings by an amount that corresponds to the percentage that the meter varies from accurate measurement for one-half of the months since the most recent calibration of the same meter but not to exceed 6 months. If adjustment results in credit to Leander, Liberty Hill may provide such credit against future billings to Leander. If adjustment results in additional amounts due to Liberty Hill, Leander will pay such amounts to Liberty Hill in accordance with the billing terms provided in this Agreement.

4.05 Wastewater Flow Monitoring.

If Liberty Hill discovers a wastewater flow problem, as determined in its reasonable discretion, associated with a Point of Entry, Liberty Hill may, at any time, with notice to Leander, conduct smoke testing, television of lines, or other methods to determine the cause of the problem. The Parties agree to fully cooperate in this investigation. If the cause of the problem is determined to be solely in Liberty Hill's System, then Liberty Hill will solely pay for all investigation costs. If the cause of the problem is determined to be solely in Leander's System, then Leander will solely pay for all investigation costs. If the cause of the problem is determined to be in both Leander and Liberty Hill Systems, then investigation costs will be proportionally distributed based upon the number of connections investigated for each Party. Leander agrees to reimburse Liberty Hill for Leander's portion of this investigation costs within 30 days of receipt of invoice, which invoice shall include supporting data in reasonable detail. Leander agrees to correct any problems identified in the investigation with reasonable promptness, depending on the nature of the problem.

## **ARTICLE V: RATES AND CHARGES**

5.01 Wholesale Wastewater Rate, Fees and Charges.

- a) In accordance with the terms and conditions of this Agreement, Liberty Hill, through its City Council, will establish and Leander (as set forth below) will pay Liberty Hill rates, charges and fees for the Wholesale Wastewater Service provided under this Agreement. The rates, charges and fees for Wholesale Wastewater Service shall consist of:

- i. the Wholesale Wastewater Rate, which shall consist of either: (1) a Flat Rate as set forth in Section 5.02; or (2) a Volume Charge and Monthly Minimum Charges as set forth in Section 5.04; and
  - ii. Connection Fees.
- b) Liberty Hill may charge either a metered Volume Charge and Monthly Minimum Charges or a Flat Rate Charge for Wholesale Wastewater Service at the discretion of its governing body and after two months prior notice to Leander. Liberty Hill specifically agrees that the Volume Charge and Minimum Monthly Charges or Flat Rate Charges will be calculated so that all Costs of the System on which the charges are based are properly allocated between Leander, any other wholesale customers of the System, and Liberty Hill's retail customers in a just, reasonable and nondiscriminatory manner and in accordance with this Agreement.
- c) Any subsequent changes in rates shall be established by a rate study conducted by a person or company qualified to conduct a wastewater rate study, and rates (whether the Wholesale Wastewater Rate is comprised of a Flat Rate or a Volume Charge and Monthly Minimum Charges) shall be set in accordance with the following principles:
  - i. The Wholesale Wastewater Rate shall be calculated in accordance with industry standards;
  - ii. Rates shall be just, reasonable, and non-discriminatory, and shall be based on Costs of the System related to the provision of Wholesale Wastewater Service under this Agreement;
  - iii. The Wholesale Wastewater Rate shall not include any capital costs recovered through the Connection Fee or System Reservation Fee;
  - iv. Costs attributable to Liberty Hill's retail customers only will be identified and not included in the rates charged for Wholesale Wastewater Service under this Agreement; and
  - v. The Wholesale Wastewater Rate shall be calculated based on cash-basis.
- d) Liberty Hill agrees that it will review the Costs of the System that form the basis for the Wholesale Wastewater Rate not less than once every 3 years; provided, however, that Liberty Hill shall not be required to employ persons other than Liberty Hill employees for purposes of doing so unless Liberty Hill wishes to increase the Wholesale Wastewater Rate, or unless the Liberty Hill employee is qualified to conduct a wastewater rate study.

5.02 Flat Rate.

Liberty Hill agrees that the initial Wholesale Wastewater Rate will be a Flat Rate in the amount of \$39.54 per month per Active Connection multiplied by the LUE-Multiplier, if applicable, billed monthly. For example, the Wholesale Wastewater Rate for one month for three Active Connections – one for a property with a single family residence, one for a 48-unit apartment complex that is less than 25 units per acre, and one for a 600 square foot restaurant—would be calculated as follows:  $\$39.54 + (48 \times 0.7 \times \$39.54) + ((600/200) \times \$39.54) = \$1,486.70$ . The Flat Rate is calculated by subtracting an amount that represents the portion of Liberty Hill’s cost of retail customer service, billing, and line maintenance (the “Retail-Only Service Costs”) from Liberty Hill’s retail flat rate. The current flat rate is based on the following calculation: \$48.15 (Liberty Hill’s retail flat rate) - \$8.61 (the “Retail-Only Service Costs”).

5.03 Notice to and Review by Leander.

- a) Liberty Hill will provide Leander with at least two (2) months prior written notice of any changes to the Wholesale Wastewater Rate or Connection Fees. Written notice shall include the proposed new rates and/or fees, and an updated cost of service study with reasonable detail that allows Leander to identify the methodology used to revise the rates (including enough detail to allow Leander to evaluate the exclusion of retail-only service costs from the Wholesale Wastewater Rate), the Costs of the System that necessitate the change, along with the allocation of Costs of the System between Leander, and all other customers of the Liberty Hill System (wholesale and retail). Liberty Hill will not be required to provide notice related to setting of Impact Fees beyond those notices required by the Texas Impact Fee Law (Texas Local Government Code, Chapter 395, as amended), other than the notice described in this Section 5.03(a).
- b) Leander will have the right to inspect and copy, at its expense, Liberty Hill’s books and records to verify any statement, billing, charge, computation or demand made to Leander by Liberty Hill. Liberty Hill agrees to make all such information available to Leander for inspection and copying with reasonable promptness during normal business hours.

5.04 Volume Charges and Monthly Minimum Charges.

- a) This Section shall govern and be in effect in the event that Liberty Hill establishes a Wholesale Wastewater Rate based on volume charges.
- b) Liberty Hill will measure Wastewater flows at the Meter(s) monthly and will bill Leander as provided in Article VI this Agreement for the Volume Charges based on the Wastewater flows measured.

- c) In addition to the Volume Charges, Liberty Hill's City Council may establish Minimum Monthly Charges to recover that portion of the capital-related Costs of the System incurred by Liberty Hill related to that portion of the Liberty Hill System that is used or useful for the provision of Wholesale Wastewater Service hereunder and that are not otherwise financed through the collection of Connection Fees or System Reservation Fees. Liberty Hill specifically agrees that the Minimum Monthly Charge will be calculated so that all capital-related Costs of the System are allocated between Leander, any other wholesale customers of the System, and Liberty Hill's retail customers in a fair, equitable, non-discriminatory and impartial manner and in accordance with this Agreement. Without limitation to the generality of the foregoing, the Monthly Minimum Charge will be calculated such that the Minimum Monthly Charges shall not pay any capital-related costs associated with capacity in the System that is being constructed to provide Wastewater treatment and disposal service in excess of the Wholesale Service Commitment.
- d) Prior to revision of the Monthly Minimum Charge, Liberty Hill shall provide written notice thereof to Leander, and provide a reasonable period for review and comment. A period of two months shall be deemed a reasonable period for review and comment. The notice shall specify the lands within the Wholesale Wastewater Service Area for which Liberty Hill has received or credited payment of Connection Fees.
- e) Each updated cost of service study shall identify the capital-related costs previously paid by payment of the Monthly Minimum Charge and Connection Fees to Liberty Hill.
- f) Liberty Hill agrees that any subsequent agreements that it enters into with any other person or entity for wholesale Wastewater treatment and disposal services from the System will also require such person or entity to pay a minimum monthly fee to be calculated in a just, reasonable, and nondiscriminatory manner based on the wholesale service commitments made to such other customers and the most recent rate study conducted by Liberty Hill.
- g) Leander agrees to provide payment to Liberty Hill for the Minimum Monthly Charges associated with the provision of Wholesale Wastewater Service.

5.05 Liberty Hill Connection Fees.

- a) The provision of Wholesale Wastewater Service to Leander under this Agreement is subject to payment to Liberty Hill of Connection Fees as adopted by Liberty Hill's City Council for customers in the same service

area under Chapter 395, Texas Local Government Code. The Connection Fee as of the Effective Date of this Agreement for the Wholesale Wastewater Service Area is \$1,550.00 per LUE. For those properties served that are not a single family residence, the LUE Multiplier that corresponds to the type of property as described in **Exhibit B** will be applied to the Connection Fee. For example, the Connection Fee for a duplex property would be calculated as follows:  $\$1,550.00 \times 2 = \$3,100.00$ . The Parties acknowledge that the Connection Fees may be subject to the procedures and requirements of the Texas Impact Fee Law.

- b) The Connection Fee less the System Reservation Fee (if a System Reservation Fee was paid and remitted to Liberty Hill as provided in Section 5.06) (the “Connection Fee Balance”) or the Connection Fee (if a System Reservation Fee was not paid and remitted to Liberty Hill as provided in Section 5.06) shall be collected by Leander at the time of application for a building permit or, if no building permit is required, at the time of a request to connect to Leander’s System for each lot within the Wholesale Wastewater Service Area. Leander shall pay the Connection Fee Balance or Connection Fee, as appropriate, to Liberty Hill within thirty days of receipt. Leander agrees that it will not issue a building permit or approve a request for connection to Leander’s System, as appropriate, for a lot until the Connection Fee or Connection Fee Balance, as appropriate, is paid. In the event Liberty Hill amends the Connection Fee, the amended Connection Fee will apply for purposes of this Agreement only to lands within the Wholesale Wastewater Service Area that receive final plat approval after the amendment of the Connection Fees, or for properties that develop without platting, at the time of an application for building permit or plumbing permit as applicable, or for properties which have not otherwise been given Connection Fee credits; provided that in the case of such properties for which a System Reservation Fee was paid prior to amendment of the Connection Fee, the Connection Fee will be fixed at the Connection Fee in effect at the time the System Reservation Fee was paid and will not be subject to adjustment if the Connection Fee is increased, but will be subject to adjustment if the Connection Fee is decreased. The Connection Fees or Connection Fee Balance, as appropriate, shall be calculated for each subdivision plat based on the number of lots and the uses within that plat, as required by Liberty Hill’s ordinance establishing Connection Fees. Liberty Hill shall maintain a current copy of Liberty Hill’s Connection Fee ordinance with Leander. If Connection Fees are paid prior to the time of connection, Liberty Hill will provide Leander with certificates for the number of wastewater connections, i.e., LUEs, for which Leander paid Connection Fees. Said certificates shall be based on credits available and credited at time of platting, limited to specific platted lots within the Wholesale Wastewater Service Area. Certificates shall be issued for one

LUE per lot, unless Liberty Hill receives payment for a larger numbers of LUEs per lot. Assuming that Liberty Hill has received Connection Fees for one LUE per lot within a platted subdivision, in the event service to a platted lot requires service at a level in excess of one LUE, Leander shall, within forty-five (45) days of provision of retail wastewater service to the platted lot, pay or cause to be paid to Liberty Hill Connection Fees for the remaining LUEs of service.

- c) The Liberty Hill City Council may amend the Connection Fee applicable to the Wholesale Wastewater Service Area from time to time in accordance with the process set forth in Chapter 395, Texas Local Government Code, provided that Liberty Hill shall give Leander at least 60 days prior written notice before amending the Connection Fee.

5.06 System Reservation Fee.

- a) Leander shall pay, or cause to be paid, a portion of the Connection Fee to Liberty Hill to guarantee capacity in the Liberty Hill System, which portion shall be \$350.00 per LUE (the “System Reservation Fee”) for land that is platted in the Wholesale Wastewater Service Area. Owners of property that develop without platting shall not be charged a System Reservation Fee; provided that such owners will be required to pay a Connection Fee as provided in Section 5.05. Owners of property in the Wholesale Wastewater Service Area that do not pay a System Reservation Fee shall not have capacity reserved in the Liberty Hill System, until such time that the Connection Fee is paid. Payment of the System Reservation Fee will secure the right to capacity in the Liberty Hill System for the number of LUEs for which fees are paid. Upon payment of the System Reservation Fee, a credit shall be applied to the Connection Fee for each LUE for which the System Reservation Fee was paid. Leander will pay, or cause to be paid, to Liberty Hill a System Reservation Fee for each LUE shown in a preliminary plat approved by Leander within thirty (30) days after approval of the preliminary plat. The payment of the System Reservation Fee shall be accompanied by a copy of the preliminary plat, and, if not clearly apparent on the preliminary plat, written notice of the number of LUE’s on the property subject to the preliminary plat. If Leander has paid System Reservation Fees at a time other than in connection with a preliminary plat, then Leander may apply all or a portion of said fees towards the System Reservation Fees owed for a preliminary plat, and shall notify Liberty Hill of such application at the time that a System Reservation Fee is owed.
- b) Upon the Effective Date of this Agreement, an initial System Reservation Fee of \$525,000.00 is owed from Leander to Liberty Hill for the reservation of Phase 1 LUEs of the Wholesale Service Commitment (the

“Initial System Reservation Fee”). The Initial System Reservation Fee shall be paid in two installments. The first installment shall be a payment in the amount of \$262,500.00, which Leander shall pay to Liberty Hill on or before the thirtieth day from the Effective Date. The second installment shall be a payment in the amount of \$262,500.00, which Leander shall pay to Liberty Hill on or before the thirtieth day following written notice from Liberty Hill that Liberty Hill has entered a construction agreement for the expansion of the South San Gabriel Plant to a capacity of 1.2MGD. Leander may require developers or owners of land within the Wholesale Wastewater Service Area pay for or to reimburse Leander for the Initial System Reservation Fee and the System Reservation Fee.

- c) If a preliminary plat is amended to reduce the number of LUE’s, or if a final plat is approved that contains fewer LUE’s than shown in a preliminary plan or a phase thereof, Liberty Hill shall refund to Leander the Excess System Reservation Fees within thirty days of request by Leander, unless Leander requests in writing that Liberty Hill apply the Excess System Reservation Fee to another preliminary plat, another phase of the preliminary plat, or another property. Such request shall identify the preliminary plat, preliminary plat phase, or property to which the Excess System Reservation Fees will be applied. A refund for an Excess System Reservation Fee is not applicable for the payment of the Initial System Reservation Fee as required in Section 5.06(b).
- d) In the event that a preliminary plat expires, Leander may apply the System Reservation Fees paid in related to said preliminary plat to another preliminary plat or property. Leander shall notify Liberty Hill in writing if a preliminary plat has expired and the preliminary plat, preliminary plat phase, or property to which the System Reservation Fees will be applied.
- c) In the event that a building permit is not issued or an application for connection to Leander’s System is not approved within three years of payment of a System Reservation Fee for an LUE, Leander shall pay, or cause to be paid, an additional \$350.00 for said LUE. The additional payment shall be credited against the Connection Fee for said LUE.
- d) Liberty Hill and Leander shall each keep accurate records of the System Reservation Fees paid. For each payment of System Reservation Fees made by Leander, Liberty Hill shall give Leander a certificate stating the total System Reservation Fees paid and the number of LUE’s guaranteed by such payment. The parties may inspect each others’ records during normal business hours.

#### 5.07 Right of Appeal.

Leander shall retain such rights as it may possess under applicable law to appeal or contest Liberty Hill's Connection Fees, Volume Charges and Monthly Minimum Charges. Without limitation, Liberty Hill specifically agrees that Leander may seek a judicial determination regarding whether Liberty Hill has calculated its fees and charges in accordance with the terms and conditions of this Agreement and Chapter 395, Texas Local Government Code, as applicable. If it is subsequently determined by agreement or court decision that the disputed amount paid by Leander should have been less or more, Liberty Hill shall promptly revise the amount in a manner such that Leander or Liberty Hill shall recover the amount due.

5.08 Other Service Fees.

Leander acknowledges and agrees that Liberty Hill, through its City Council, may adopt charges and fees for Wholesale Wastewater Service in addition to the Connecting Fees, Monthly Minimum Charge, and Volume Charge. These additional charges and fees are limited to review fees and inspection fees related to review and inspection of plans for the Connecting Facilities, and these charges or fees shall be just and reasonable, and nondiscriminatory and are not to exceed the lower of the actual costs of review and inspection fees or \$5,000.00 per Connecting Facility. Plan review, inspection, and similar fees or charges relating to the design and/or construction of the Connecting Facilities shall be charged to and paid by the constructing party.

5.09 Leander Wastewater Rates and Charges.

Leander will determine and charge its retail Wastewater customers such rates as are determined by its governing body. During the term of this Agreement, Leander will fix and collect rates and charges for retail Wastewater service that are, in the opinion of its governing body, sufficient, together with any other revenues available to Leander, to produce the amount necessary to operate, repair, and maintain the Leander System, and to pay the cost of Wholesale Wastewater Service from Liberty Hill. Leander will establish retail rates consistent with industry standards. Leander will be solely responsible for ensuring that its retail rates and charges are determined and collected in accordance with applicable law.

5.10 Leander Fees.

The Parties acknowledges that Leander has the right to the extent allowed under applicable law to assess, charge, and collect such impact fees, capital recovery fees, connection fees, meter fees, or other service fees, rates, taxes, or other charges as its governing body will deem appropriate in excess of the Liberty Hill Connection Fee. This Agreement will not be construed to require, limit, or restrict the governmental power of Leander to implement the same. Leander will

be solely responsible for the proper exercise of its governmental power to assess and collect such fees and charges and for ensuring that all fees, rates, and charges Leander elects to charge are in compliance with applicable law.

5.11 Verification of Leander Connections.

For verification of the Wholesale Wastewater Rate and Connection Fees paid to Liberty Hill and for any other purpose, Leander will make available for inspection and copying during regular business hours, all records for retail connections to the Leander System. In addition, Liberty Hill will have the right to inspect the Leander System at any reasonable time, at Liberty Hill's sole expense, after giving Leander written notice of its intention to inspect and allowing the opportunity for Leander to be present, to verify the type and amount of retail connections made or the condition of the Leander System (related to contractual compliance issues) and Leander will provide lawful access to Liberty Hill for this purpose.

**ARTICLE VI: WHOLESALE BILLING METHODOLOGY**

6.01 Monthly Statement.

- a) For each monthly billing period, Liberty Hill will forward to Leander a bill providing a statement of the total Wholesale Wastewater Rate owed by Leander for Wholesale Wastewater Service provided to Leander during the previous monthly billing period. The invoice shall contain sufficient detail to allow Leander to verify the charges. Leander shall not be charged for Wholesale Wastewater Services until such services commence. Leander will pay Liberty Hill for each bill submitted by Liberty Hill to Leander by check or bank-wire on or before thirty (30) days from the date of the invoice.
- b) Payments by Leander shall be mailed to the address indicated on the invoice, or can be hand-delivered to Liberty Hill's City Hall in Liberty Hill, Williamson County, Texas, upon prior arrangement. If payments will be made by bank-wire, Leander shall verify wiring instructions with Liberty Hill's Finance Department. Payment must be received at Liberty Hill's bank by the due date in order not to be considered past due or late, unless Leander timely contests a bill, or a portion thereof, in accordance with Section 6.05. In the event Leander fails to make payment of an uncontested bill within said thirty (30) day period, Leander shall pay a one-time late payment charge of five percent (5%) of the unpaid balance of the invoice. In addition, Leander shall pay interest on the unpaid uncontested balance at a rate equal to one and one-half percent (1.5%) per month.

6.02 Monthly Billing Calculations.

- a) This subsection 6.02(a) shall govern and be in effect in the event that Liberty Hill establishes a Wholesale Wastewater Rate based on volume charges. Liberty Hill will compute the Volume Charge included in the monthly billing for Wholesale Wastewater Service on the basis of monthly readings of metered Wastewater flows of the Metering Facilities. The total of these amounts multiplied by the Wholesale Wastewater rate, set from time to time by the Liberty Hill City Council, will be used to compute the monthly bill for the Volume Charge.
- b) This subsection 6.02(b) shall govern and be in effect when the Wholesale Wastewater Rate is a Flat Rate. Liberty Hill will calculate the Wholesale Wastewater Rate by multiplying the Flat Rate set forth in this Agreement, as amended by the Liberty Hill City Council, by the number of LUEs per Active Connection set forth in the monthly report provided by Leander under Section 6.02(c). Leander agrees to bill customers in the Wholesale Wastewater Service Area on a monthly basis.
- c) Each calendar month, Leander shall deliver to Liberty Hill the number of Active Connections within the Wholesale Wastewater Service Area, and the number of LUEs associated with each Active Connection. Liberty Hill shall use the number of Active Connections and the associated LUEs stated in the report to calculate the Wholesale Wastewater Rate for the billing period in which the report was filed.

6.03 Infiltration and Inflow.

Leander acknowledges that water entering the Liberty Hill System from the Leander System emanating from any source whatsoever must be given treatment and handling whether or not its source is revenue producing for Leander. Therefore, Leander agrees to pay, as part of the Volume Charge, if the Wastewater Rate includes a Volume Charge, for infiltration and inflow originating within the Leander System without abatement in the same manner and cost as other Wastewater entering Liberty Hill's System from the Leander System.

6.04 Effect of Nonpayment.

With respect to monthly billings – including billings for the Wholesale Wastewater Rate, and any other fees or charges applicable under this Agreement – if Liberty Hill has not received payment from Leander by the due date, the bill will be considered delinquent, unless contested in good faith. In such event, Liberty Hill will notify Leander in accordance with this Agreement, of such

delinquency in writing. If Leander fails to make payment of the delinquent billing within 30 calendar days from the date of transmittal of such written notice of delinquency from Liberty Hill, then Liberty Hill may, at its discretion, suspend or reduce the level of Wastewater service to Leander until payment is made. Leander may exercise its right to dispute its obligation to pay all or a portion of a bill during the cure period following the procedure set forth in Section 6.05.

6.05 Billing Disputes.

Should Leander dispute its obligation to pay all or any part of the amount stated in any statement or notice, Leander may pay such amount along with a written notice of protest, in which event such amount shall be deposited by Liberty Hill in a separate interest bearing account mutually acceptable to both Liberty Hill and Leander pending final resolution of such dispute in accordance with this Agreement. Liberty Hill may not terminate this contract or deny Wastewater service that is otherwise in accordance with this Agreement for failure to pay the amount stated in any statement or notice if Leander pays such amount under protest.

## ARTICLE VII: WASTEWATER QUALITY

7.01 Condition of Wastewater Delivered.

- a) Leander shall have the right to discharge Wastewater into the Liberty Hill System meeting the requirements of quality as set forth in this Section and not containing wastes identified in the List of Prohibited Wastes attached as **Exhibit D** of this Agreement.
- b) Discharges into the Liberty Hill System shall consist only of domestic Wastewater and Wastewater that the Liberty Hill System is capable of handling:
  - i. So that the effluent and sludge from the Liberty Hill System meets the current legal standards of the EPA, the TCEQ, or any governmental body having legal authority to set standards for such effluent;
  - ii. Without causing damage or corrosion to the Liberty Hill System that would result in increased maintenance costs;
  - iii. Without causing excessive treatment costs; and
  - iv. That meets any applicable requirements of the EPA Pretreatment Regulations, 40 CFR Part 403.

- c) EPA and TCEQ periodically modify standards on prohibited discharges. It is the intention of the Parties, therefore, that the Prohibited Wastes be reviewed periodically by Liberty Hill and that **Exhibit D** be revised by Liberty Hill in accordance with the latest standards of EPA, TCEQ or any federal or state agency having regulatory authority over discharges made to the Liberty Hill System. **Exhibit D** may also be revised on the basis of changes of the treatment process or the general character of Wastewater received at the treatment works or indicated in the monitoring data collected pursuant to the Liberty Hill System pretreatment program. Any required revisions shall be made by Liberty Hill only after notice and opportunity to comment has been provided to Leander. Thereafter, the revisions shall become effective. Leander shall be responsible for integrating such changes into its regulations and notifying all affected users of the change.

7.02 Remedies for Delivery of Prohibited Wastes.

- a) In the event Wastewater delivered from the Leander System to the Liberty Hill System fails to meet the standards specified in this Agreement, and Liberty Hill reasonably determines that the addition of oxidizing chemicals or another acceptable method of pretreatment of Wastewater or operation of the Leander System is necessary in order for Wastewater delivered to the Liberty Hill System to be non-corrosive and non-injurious to the Liberty Hill System, Leander agrees to install such facilities within 24 hours of receiving notice from Liberty Hill or immediately implement such methods of operation and maintenance, at its sole expense, as are reasonably deemed by Liberty Hill to be necessary for the Wastewater delivered by Leander to meet the requirements of this Article.
- b) In the event Wastewater delivered from the Leander System to the Liberty Hill System fails to meet the standards specified in this Agreement, Leander shall pay to Liberty Hill, in the same manner provided in this Agreement for the payment of the Volume Charges, a surcharge calculated in accordance with and subject to the requirements of this section (the "Treatment Surcharge").
  - i. The Treatment Surcharge shall be based on the following formula:

$$S = V \times 8.34 (A [\text{BOD} - 200] + B [\text{TSS} - 200]), \text{ where}$$

"S" means the surcharge that will appear on Leander's monthly bill;

"V" means Wastewater actually billed in millions of gallons during the billing period;

"8.34" means pounds per gallon of water;

“A” means the unit charge in dollars per pound of BOD, which unit charge shall be based on the unit charge adopted by the Liberty Hill City Council for wastewater service from the Liberty Hill System, as amended from time to time, which unit charge is \$0.49 per pound as of the Effective Date; provided that increases in such charge shall not be effective as to Leander until notice of the increase has been given to Leander;

“BOD” means biological oxygen demand measured in milligrams per liter by weight;

“200” means 200 mg/l;

“B” means the unit charge in dollars per pound of total suspended solids, which unit charge shall be based on the unit charge adopted by the Liberty Hill City Council for wastewater service from the Liberty Hill System, as amended from time to time, which unit charge is \$0.1049 per pound as of the Effective Date; provided that increases in such charge shall not be effective as to Leander until notice of the increase has been given to Leander; and,

“TSS” means total suspended solids measured in milligrams per liter by weight.

- ii. The Treatment Surcharge shall be charged for each month following sampling completed in accordance with this Agreement that measures BOD in excess of 200 mg/l or TSS in excess of 200 mg/l until subsequent sampling measures both BOD and TSS below those levels. In the event any Treatment Surcharge is based on sampling performed by Liberty Hill, Liberty Hill will provide written notice of the sampling results prior to charging the Treatment Surcharge to Leander and shall give Leander an opportunity to be present during the testing.
- c) In the event Leander delivers to Liberty Hill Wastewater that fails to meet the standards specified in this Agreement, Leander agrees to pay Liberty Hill for all damages and costs of repair to the Liberty Hill System and/or regulatory fines reasonably incurred by Liberty Hill that were caused by Leander’s delivery of Wastewater that fails to meet the standards specified in this Agreement. Liberty Hill may require payment of the cost of repair of damaged facilities and/or regulatory fines as a condition to the further provision of Wholesale Wastewater Service, restrict Leander’s flows to the extent necessary to protect Liberty Hill’s System, file suit to recover for any and all damages to the Liberty Hill System caused by such failure on the part of Leander, or seek such other and further relief, at law or in equity, as Liberty Hill will deem advisable.

### 7.03 Sampling and Testing.

- a) Leander will perform sampling of Wastewater at the Point(s) of Entry and provide an analysis to Liberty Hill due every June 1 and December 1 after the Connecting Facilities are completed.
- i. All samples will be Composite Samples, that is, a series of at least 12 samples taken from a waste stream without regard to the flow in the waste stream and over a period of time not less than twenty-four (24) hours at intervals of not less than one (1) hour, which samples shall be averaged in accordance with standard industry practice.
  - ii. The analysis of the sample shall be performed by a National Environmental Laboratory Accreditation Conference (NELAC) approved laboratory. Leander will require a copy of the report to include at a minimum, levels of pH, BOD-5, COD TSS and oil and grease. The report also must contain the chain of custody for the sample and the Quality Assurance/Quality Control (QA-QC) report.
  - iii. Leander will be responsible for the cost of sampling and analysis.
  - iv. Leander will provide written notice to Liberty Hill or Liberty Hill's current plant operator at least five (5) business days prior to conducting Wastewater sampling and shall allow Liberty Hill or Liberty Hill's current plant operator representatives to observe the sampling.
  - v. In the event Leander fails to perform sampling by the deadlines provided in this section, after notice and an opportunity to cure within thirty (30) days, Leander shall pay to Liberty Hill a sampling surcharge in the amount of two hundred fifty dollars (\$250.00) per event. In addition, Leander will pay Liberty Hill for Liberty Hill's actual costs to perform the sampling if Liberty Hill does so during the next thirty (30) days after the expiration of the cure period if Leander does not perform the sampling within the cure period.
- b) Leander agrees that Liberty Hill or Liberty Hill's current operator will have the right, at its option and expense, to sample Wastewater discharges within the Leander System at:
- i. the site of discharge;
  - ii. Points of Entry to the Liberty Hill System; and

- iii. other locations as required for the purpose of determining the source, type, and strength of discharge.
- c) Leander will use reasonable efforts to make necessary arrangements for and provide assistance to Liberty Hill in obtaining lawful access to sampling points within areas served by Leander. Liberty Hill will provide written notice to Leander at least five (5) business days prior to conducting Wastewater sampling and shall allow one or more Leander representatives to observe the sampling.
- d) Leander agrees that to the extent authorized by applicable laws, any of its individual customers found in violation of allowable discharges or any of its individual customers who refuse access for the purpose of sampling may be disconnected from Leander and Liberty Hill's Wastewater System in accordance with applicable regulations of Leander or Liberty Hill and federal law.
- e) Notwithstanding any other provision in this Agreement to the contrary, the Parties agree as follows:
  - i. no Party shall be obligated to perform sampling at any Points of Entry that were constructed prior to the Effective Date of this Agreement without sampling ports under plans and specifications previously approved by LCRA;
  - ii. no Party shall be obligated to perform any sampling of Wastewater except at Points of Entry constructed with sampling ports; and
  - iii. all future sampling ports at Points of Entry shall be identified on plans and specifications for Connecting Facilities to be approved by Liberty Hill.

## **ARTICLE VIII: STANDARDS FOR CONNECTIONS TO LEANDER SYSTEM**

### **8.01 Leander Prevention of Infiltration and Inflow.**

It will be Leander's responsibility to undertake such measures as are reasonably necessary or prudent to minimize infiltration and inflow to Leander's System. Leander will prohibit the discharge of drainage water and stormwater run-off into the Leander System.

### **8.02 Construction and Testing Criteria for Leander Sewer Connections.**

- a) All tests required by the design criteria and specifications of the State of Texas for connections to the Leander System within the Wholesale Wastewater Area will be at Leander's or its customer's expense.
- b) Leander agrees that the physical connection of each service line to the local Wastewater facility within the Wholesale Wastewater Area will be the responsibility of Leander and will not be left to the discretion of the plumber or contractor unless said plumber or contractor is under the direct supervision of or whose work is inspected by Leander's authorized representative.
- c) Connections made to the Leander System after the date of execution of this Agreement will be made using only materials permitted by applicable codes and development criteria manuals of the State of Texas. Leander will inspect all connections to its System in accordance with its own rules and regulations in order to insure compliance with it.
- d) A failure on the part of Leander to provide and enforce such regulations governing connections to the Leander System will, at the option of Liberty Hill after (i) notice to Leander in writing of the specific violation, and (ii) failure within 30 days to correct said violation or, if the violation is of a nature that it cannot be corrected within 30 days, to begin to correct such violation and to diligently pursue such curative action, constitutes sufficient grounds for Liberty Hill to restrict or limit Wastewater flows, or immediately terminate this Agreement, to such extent Liberty Hill deems reasonably necessary in order to protect the Liberty Hill System from damage or excessive flows.

**ARTICLE IX: LIABILITY FOR DAMAGES AND RESPONSIBILITY FOR TREATMENT AND DISPOSAL OF WASTEWATER**

9.01 Liability of Leander.

As between the Parties and except as otherwise provided herein, Leander shall bear responsibility for damages, if any, claimed by third persons arising from the reception, transportation, delivery, and disposal of all Wastewater discharged while it remains within the Leander System, and Leander, to the extent authorized by law, holds Liberty Hill harmless therefrom. Notwithstanding the foregoing, Liberty Hill shall bear responsibility for damages, if any, claimed by third persons because Liberty Hill does not accept Wastewater at a Point of Entry in a quantity that it is contractually obligated to accept under this Agreement, and Liberty Hill, to the extent authorized by law, agrees to hold Leander harmless therefrom.

9.02 Liability of Liberty Hill.

Liberty Hill will bear the responsibility as between the Parties for the proper reception, transportation, treatment, and disposal of Wastewater received by it at Points of Entry in accordance with the Agreement. However, the Parties agree that they will not construe this Agreement to cause Liberty Hill to bear responsibility for damages to the Liberty Hill System or to third persons arising from: i) the delivery by Leander of Prohibited Wastes or Wastewater that is in violation of this Agreement and corrosive or otherwise damaging to the Liberty Hill System or to persons or property; or, ii) the delivery of Wastewater at a Point of Entry in excess of the Peak Hour Flow Rate.

#### **ARTICLE X: RECLAIMED WATER**

The Parties agree that it is to their mutual best interest and in the best interest of the public to provide for the beneficial re-use of reclaimed water. The Parties agree to cooperate to cause the delivery of reclaimed water to the properties described in **Exhibit E** (the “Property”), and to such other properties as the parties may agree upon from time to time. At such time that Liberty Hill applies for a 210 Reuse Permit, Liberty Hill shall include the Property described in **Exhibit E** in such application as a property upon which reclaimed water may be applied (irrigated). Leander shall construct, or cause to be constructed the facilities necessary for delivering effluent to the Property, which shall include ground storage, a pumping station, transmission pipeline, and a metering facility at a point of delivery on the Property, in a location agreed upon by the parties, to measure the effluent discharged on the Property. Liberty Hill may at its option, require the section or portion of the transmission pipeline, located within its corporate limits, ETJ or certificated service area of Liberty Hill, to be oversized to provide capacity for Liberty Hill to use for transmission and delivery of reclaimed water to areas within Liberty Hill’s System. Liberty Hill shall only be responsible for the difference in cost between the price to construct the facilities necessary to serve Leander under this Agreement and the facilities necessary for Liberty Hill’s oversizing. The rate for the reclaimed water delivered to Leander shall be the rate applicable to Liberty Hill’s customers adopted by the Liberty Hill City Council from time to time; provided that Leander will be charged for reclaimed water that is delivered to Leander during a calendar month that exceeds 200,000 gallons. Upon adoption of a treatment rate by the Liberty Hill City Council, Liberty Hill’s operation and maintenance costs to treat the reclaimed water shall be billed monthly to Leander, provided that prior to the first billing an itemized description of treatment costs is provided to Leander. The parties shall cooperate in good faith to execute such additional agreements, or amendments to this Agreement, to address any other terms and conditions reasonably determined to be necessary or desirable by the parties regarding the delivery of reclaimed water as provided in this Article.

#### **ARTICLE XI: RIGHT OF ENTRY**

11.01 Right of Entry.

In cooperation with and after notice to the Party that owns the Connecting Facilities, Leander agrees to provide Liberty Hill the right of entry and access to the Connecting Facilities at all reasonable times in order to inspect those facilities, to investigate the source of operational or maintenance problems or for preventive purposes intended to detect, minimize, or avert operational or maintenance problems, or for any other purpose reasonably related to the provision of Wholesale Wastewater Service.

**ARTICLE XII: DATA AND INFORMATION**

12.01 Customer Reports by Leander.

Leander will notify, in writing, Liberty Hill on a monthly basis whether any new retail Wastewater connections were made within the Wholesale Wastewater Service Area in the prior month (the "Report") and, if so, the number and location (by reference to plat or real property tract identified by document filed in the real property records of Williamson County or by metes and bounds, as appropriate) of such connections. In addition, for each calendar year, Leander will forward to Liberty Hill not later than January 21 of the following year an annual report containing the following data:

- a) actual number of active Leander retail Wastewater connections, measured in LUEs, ultimately discharging into Liberty Hill's System as of the end of the calendar year for which the report is made;
- b) number of new active retail Wastewater connections, measured in LUEs, made in the previous calendar year;
- c) classification, by number and percentage, of accounts feeding to Liberty Hill's System according to the following:
  1. Residential Customers; and
  2. Commercial Customers; and
  3. If Commercial Customer connections were made, a description of the operations believed to be conducted on the premises, the volume of flow anticipated, and a copy of any industrial waste discharge permit or similar permit issued by a local, state or federal governmental authority to such premises.

## 12.02 Customer Reports by Liberty Hill.

For each calendar year, Liberty Hill or Liberty Hill's current plant operator will provide to Leander an annual report containing the following data not later than March 1 of the following year; Liberty Hill will request the following data from its wholesale customers of the Liberty Hill System in all wholesale contracts for Wastewater Service from the Liberty Hill System, and Liberty Hill's obligation under this section shall be subject to timely receipt of this data from its wholesale customers:

- a) actual number of total active connections, measured in LUEs, ultimately discharging into Liberty Hill's System as of the end of the calendar year for which the report is made;
- b) number of active retail wastewater customers served by the System;
- c) number of new active Wastewater connections, measured in LUEs, made in the previous calendar year;
- d) classification, by number and percentage, of accounts feeding to Liberty Hill's System according to the following:
  1. Residential Customers; and
  2. Commercial Customers; and
  3. If Commercial Customer connections were made, a description of the operations believed to be conducted on the premises, the volume of flow anticipated, and a copy of any industrial waste discharge permit or similar permit issued by a local, state or federal governmental authority to such premises.

### **ARTICLE XIII: FORCE MAJEURE**

## 13.01 Force Majeure.

If, by reason of force majeure, any party will be rendered unable, in whole or in part, to carry out its obligations under this Agreement, the party whose performance is so affected will give notice and the full particulars of such force majeure to the other parties within a reasonable time after the occurrence of the event or caused relied on. Following said notice, the obligation of the party giving such notice, so far as it is affected by such force majeure, will be suspended during the continuance of the inability then claimed but for no longer period and such party will endeavor to remove or overcome such inability with all reasonable dispatch.

The term “force majeure” will mean Acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas, or of any court or agency of competent jurisdiction or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, vandalism, explosions, breakage or accidents to machinery, pipelines or canals, or inability on the part of a party to perform due to any other causes not reasonably within the control of the party claiming such inability.

#### **ARTICLE XIV: REGULATORY COMPLIANCE**

##### **14.01 Agreement Subject to Applicable Law.**

The Agreement will be subject to all valid rules, regulations, and applicable laws of the United State of America, the State of Texas and/or any other governmental body or agency having lawful jurisdiction or any authorized representative or agency of any of them.

##### **14.02 Cooperation to Assure Regulatory Compliance.**

Since the Parties must comply with all federal, state, and local requirements to obtain permits, grants, and assistance for system construction, studies, etc., each party will cooperate in good faith with the other Parties at all times to assure compliance with any such governmental requirements where noncompliance or non-cooperation may subject the parties to penalties, loss of grants or other funds, or other adverse regulatory action in the performance of this Agreement.

##### **14.03 Sewer System Overflows.**

Each Party will initiate immediate measures to remediate sewer system overflows in its System as directed by state, federal, or other officials, and immediately notify the other Parties of the sewer system overflows affecting the Wholesale Wastewater Service Area. Each Party is responsible for timely providing all required equipment and personnel to remediate the sewer system overflow, and providing any required notice to the United States Environmental Protection Agency (EPA) and the TCEQ regarding any overflows.

##### **14.04 Responsibility for Events Inside Leander’s System.**

In the event the EPA or TCEQ issues any form of order or penalty for violations of applicable law resulting from operation, maintenance, or other program associated with the Leander System, Leander will take all necessary action to

comply with the order and, except as otherwise set forth herein, is responsible for paying all penalties for violations related to the order. To the extent permitted by law, Leander agrees to hold Liberty Hill harmless for violations that occur within the Leander System for which Leander is responsible hereunder.

14.05 Responsibility for Events Inside Liberty Hill's System.

In the event the EPA or TCEQ issues any form of order or penalty for violations of applicable law resulting from operating, maintenance, or other program associated with the Liberty Hill System, Liberty Hill will take all necessary action to comply with the order and is responsible for paying all penalties for violations related to the order; provided, however, that Liberty Hill reserves all of its rights under this Agreement in the event Leander delivers to the Liberty Hill System Prohibited Wastes or Wastewater that is corrosive or otherwise damaging to the Liberty Hill System or to persons or property. To the extent permitted by law, Liberty Hill agrees to hold Leander harmless for violations that occur within the Liberty Hill System except to the extent those violations arise from Leander's delivery to the Liberty Hill System of Prohibited Wastes or Wastewater that is corrosive or otherwise damaging to the Liberty Hill System or to persons or property.

**ARTICLE XV: TERM OF AGREEMENT**

15.01 Term of Agreement.

Unless earlier terminated under the provisions of this Agreement, the term of this Agreement will commence as of the Effective Date of this Agreement and will remain in effect for a period of 40 years after the Effective Date. At the end of the term,

- a) this Agreement shall automatically renew for additional one-year terms, unless terminated in accordance with this Agreement; or
- b) this Agreement may be extended by mutual agreement of the Parties in writing for such period as mutually agreed upon and duly authorized by their respective governing bodies; or
- c) this Agreement will expire upon written notice to allow the agreement to expire on the termination date received by either Party within 12 months (one year) of the termination date.

**ARTICLE XVI: TERMINATION AND OTHER REMEDIES**

16.01 Material Breach; Notice and Opportunity to Cure.

- a) In the event that one Party believes that another Party has materially breached one of the provisions of this Agreement, the non-defaulting Party will make written demand to cure and give the defaulting Party up to 30 days to cure such material breach or, if the curative action cannot reasonably be completed within 30 days, the defaulting Party will commence the curative action within 30 days and thereafter diligently pursue the curative action to completion. This period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting party due to such breach. The time periods contained in this section shall not apply to sewer system overflows, and the Parties agree that they each shall respond to sewer system overflows promptly following notice thereof.
- b) Any non-defaulting Party will mitigate direct or consequential damage arising from any breach or default to the extent reasonably possible under the circumstances.
- c) The Parties agree that they will negotiate in good faith to resolve any disputes and may engage in non-binding mediation, arbitration or other alternative dispute resolution methods as recommended by the laws of the State of Texas.

#### 16.02 Equitable Relief.

The Parties acknowledge that Liberty Hill is limited in its ability to terminate this Agreement in the event of default by Leander, whether such default is monetary default or otherwise, without advance notice because Leander may have an obligation to provide continuous and adequate wastewater service to its retail customers at the time of the default and may lack alternative sources for wastewater service. In recognition of this, and that failure in the performance by Leander of obligations under this Agreement could not be adequately compensated in money damages alone and may result in regulatory enforcement against Liberty Hill, Leander agrees that in the event of any default on their part under this Agreement that Liberty Hill shall have available to it equitable remedies including, without limitation, the right of Liberty Hill to obtain a writ of mandamus or an injunction against Leander: (i) requiring Leander to levy and collect rates and charges sufficient to pay the amounts owed to Liberty Hill by such entity under this Agreement; and, (ii) enjoining Leander from exceeding the Daily BOD Loading, the Peak Hour Flow Rate, the wastewater quality and Prohibited Wastes provisions of this Agreement or from providing Wholesale Wastewater Service outside the Wholesale Wastewater Service Area. Similarly, Leander shall have available to it equitable remedies including, without limitation, the right to obtain a writ of mandamus or an injunction against Liberty Hill

requiring Liberty Hill to comply with their respective obligations under this Agreement, including the obligation to provide Wholesale Wastewater Service to the Wholesale Wastewater Service Area in accordance with this Agreement.

16.03 Agreement's Remedies Not Exclusive.

The provisions of this Agreement providing remedies in the event of a Party's breach of this are not intended to be exclusive remedies. The Parties retain, except to the extent released or waived by the express terms of this Agreement, all rights at law and in equity to enforce the terms of this Agreement in addition to, and cumulative to, remedies provided in this Agreement.

16.04 Applicable Law & Venue.

This Agreement shall be construed and interpreted under the laws of the State of Texas and all obligations of the parties created hereunder are performable in Williamson County, Texas, and venue for any action arising under this Agreement will be in Williamson County, Texas. The parties acknowledge and agree that this Agreement is a written contract stating the essential terms of the Parties' agreement for providing goods and services to each other under Subchapter I of Chapter 271 of the Texas Local Government Code, and that each of the Parties intends to waive its sovereign immunity to liability and suit for the sole purpose of adjudicating a claim for breach of this Agreement. The Parties in no way intend to waive sovereign immunity for any claims other than breach of this Agreement.

16.05 Release and Indemnification.

TO THE EXTENT PERMITTED BY LAW, THE PARTIES AGREE TO RELEASE AND INDEMNIFY, DEFEND, AND HOLD HARMLESS EACH OTHER, AND THEIR RESPECTIVE OFFICERS, AGENTS, AND EMPLOYEES AGAINST ALL CLAIMS, SUITS, DEMANDS, JUDGMENTS, EXPENSES, INCLUDING ATTORNEY'S FEES, OR OTHER LIABILITY FOR PERSONAL INJURY, DEATH, OR DAMAGE TO ANY PERSON OR PROPERTY, WHICH ARISES FROM OR IS IN ANY MANNER CONNECTED TO OR CAUSED IN WHOLE OR IN PART BY DESIGN AND/OR CONSTRUCTION AND/OR OPERATION OF ANY THE PARTIES' RESPECTIVE FACILITIES NECESSARY TO PROVIDE WHOLESAL WASTEWATER SERVICE UNDER THIS AGREEMENT.

**ARTICLE XVII: GENERAL PROVISIONS**

17.01 Interpretation.

The Parties recognize that each party has been represented by legal counsel who have participated throughout the formulation, drafting, and approval of this Agreement. Accordingly, this Agreement will not be interpreted more favorably in favor of one party than the other.

17.02 Assignability.

Except as expressly provided otherwise in this Agreement, this Agreement shall not be assignable by any Party except with the written consent of the other Party, whose consent shall not be unreasonably withheld or delayed.

17.03 Amendment.

This Agreement may be amended or modified only by written agreement duly authorized by the respective governing bodies of all Parties and executed by duly authorized representatives of each.

17.04 Necessary Documents and Actions.

Each party agrees to execute and deliver all such other and further instruments and undertake such actions as are or may become necessary or convenient to effectuate the purposes and intent of this Agreement.

17.05 Entire Agreement.

This Agreement constitutes the entire agreement of the Parties and, supersedes any prior or contemporaneous oral or written understandings or representations of the Parties regarding Wholesale Wastewater Service by Liberty Hill to the Wholesale Wastewater Service Area.

17.06 No Third Party Beneficiaries.

Nothing in this Agreement, express or implied, is intended to confer upon any person or entity, other than to the Parties, any rights, benefits, or remedies under or by reason of this Agreement.

17.07 Duplicate Originals.

This Agreement may be executed in duplicate originals each of equal dignity.

17.08 Notices.

Any notice required under this Agreement may be given to the respective Parties by facsimile transmission, registered or certified mail, return receipt requested, or by hand-delivery to the address of the other party shown below:

Leander:  
City of Leander  
Attn: City Manager  
PO Box 319  
Leander, TX 78646  
(512) 259-1605

Liberty Hill:  
City of Liberty Hill  
Attn: City Manager  
P.O. Box 1920  
Liberty Hill, Texas 78646  
(512) 778-5449

Any notice provided by facsimile also shall be provided by first-class mail. Notices shall be deemed received on the date of facsimile transmission or hand delivery.

17.09 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.

17.10 Exhibits.

The following exhibits, attached to this Agreement, are incorporated into this Agreement as if fully set forth:

- Exhibit A: Wholesale Wastewater Service Area  
Exhibit B: Austin Water Utility Living Unit Equivalent Guidance Document  
Exhibit C: Lift Stations Location Map  
Exhibit D: Prohibited Wastes  
Exhibit E: Property to Receive Reclaimed Water

17.11 Effective Date.

This Agreement will be effective from and after the last date of due execution by all Parties.

*(Signature Page(s) follow.)*

**CITY OF LIBERTY HILL:**

By: \_\_\_\_\_  
Mayor

Date of execution: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
City Secretary

**CITY OF LEANDER:**

By: \_\_\_\_\_  
Mayor

Date of execution: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
City Secretary

**THE STATE OF TEXAS**

§

**COUNTY OF WILLIAMSON**

§

§

THIS INSTRUMENT was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_, Mayor of the City of Liberty Hill, a Texas general law municipality, on behalf of said municipality.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Texas

**THE STATE OF TEXAS**

§

**COUNTY OF WILLIAMSON**

§

§

THIS INSTRUMENT was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_, Mayor of the City of Leander, a Texas home rule municipality, on behalf of said municipality.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Texas

**Exhibit A**

**Wholesale Wastewater Service Area**

**Exhibit B**

**Austin Water Utility Living Unit Equivalent Guidance Document**

**Exhibit C**  
**Lift Station Location Map**

## Exhibit D

### Prohibited Wastes

Specific Prohibitions. No user shall introduce or cause to be introduced into the Liberty Hill SYSTEM the following pollutants, substances, or wastewater:

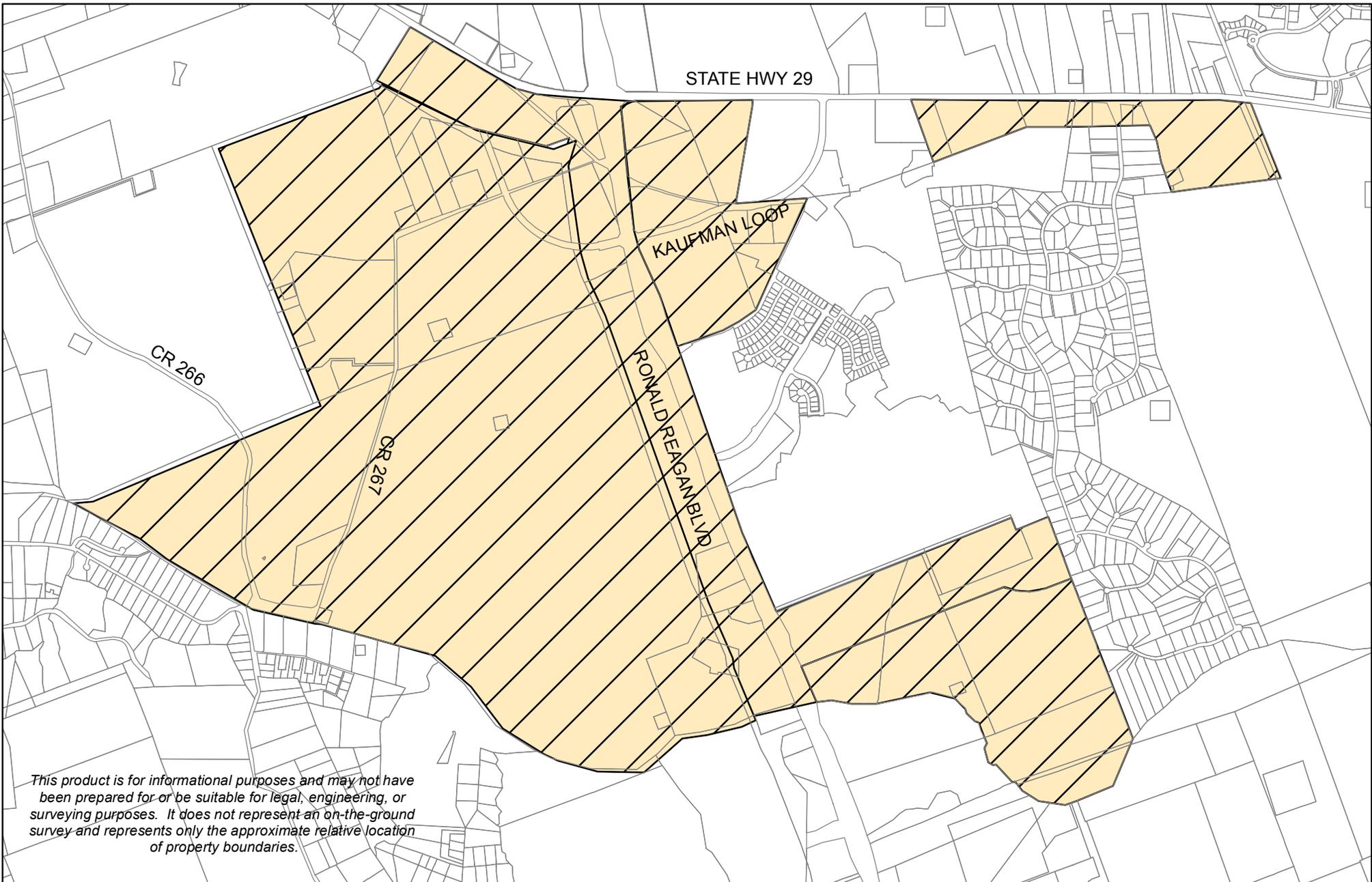
- (1) Pollutants which create a fire or explosive hazard in the Liberty Hill SYSTEM, including, but not limited to, wastestreams with a closed-cup flashpoint of less than 140°F (60°C) using the test methods specified in 40 CFR 261.21;
- (2) Wastewater having a pH less than 6.0 or more than 10.0, or otherwise causing corrosive structural damage to the Liberty Hill SYSTEM or equipment;
- (3) Wastewater containing a sulfide concentration greater than two milligrams per liter (2.0 mg/L);
- (4) Solid or viscous substances in amounts which will cause obstruction of the flow in the Liberty Hill SYSTEM resulting in interference;
- (5) Pollutants, including oxygen-demanding pollutants (BOD, etc.) released in a discharge at a flow rate and/or pollutant concentration which, either singly or by interaction with other pollutants, will cause interference with the Liberty Hill SYSTEM;
- (6) Wastewater having a temperature greater than 140°F (60°C), or which will inhibit biological activity in the treatment plant resulting in interference, but in no case wastewater which causes the temperature at the introduction into the treatment plant to exceed 104°F (40°C);
- (7) Petroleum oil, nonbiodegradable cutting oil, or products of mineral oil origin, in amounts that will cause interference or pass through;
- (8) Pollutants which result in the presence of toxic gases, vapors, or fumes within the Liberty Hill System in a quantity that may cause acute worker health and safety problems;
- (9) Any trucked or hauled pollutants without the express permission of the Liberty Hill Water/Wastewater Services Manager or his/her designee;
- (10) Noxious or malodorous liquids, gases, solids, or other wastewater which, either singly or by interaction with other wastes, are sufficient to create a

public nuisance or a hazard to life, or to prevent entry into the sewers for maintenance or repair;

- (11) Wastewater which imparts color which cannot be removed by the treatment process, such as, but not limited to, dye wastes and vegetable tanning solutions, which consequently imparts color to the treatment plant's effluent, thereby violating Liberty Hill's NPDES and/or TPDES permits;
- (12) Wastewater containing any radioactive wastes or isotopes except in compliance with applicable State or Federal regulations;
- (13) Storm water, surface water, ground water, artesian well water, roof runoff, subsurface drainage, swimming pool drainage, condensate, deionized water, noncontact cooling water, and unpolluted wastewater, unless specifically authorized by the Water/Wastewater Services Manager or his/her designee;
- (14) Sludges, screenings, or other residues from the pretreatment of industrial wastes;
- (15) Wastewater causing, alone or in conjunction with other sources, the treatment plant's effluent to fail a toxicity test;
- (16) Detergents, surface-active agents, or other substances which may cause excessive foaming in the Liberty Hill System; or
- (17) Fats, oils, or greases of animal or vegetable origin in concentrations greater than 200 mg/l. Leander acknowledges and agrees that grease traps may be needed for commercial customers such as grocery stores or restaurants in order to ensure compliance with this requirement.

**Exhibit E**

**Property to Receive Reclaimed Water**



*This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.*

## EXHIBIT A CITY OF LEANDER WHOLESALE SERVICE AREA

### Legend

 City of Leander Wholesale Service Area



0 1,000 2,000 4,000  
 Feet



**AUSTIN WATER UTILITY**  
**Utility Development Services Division**  
 625 East 10<sup>th</sup> Street, Suite 715  
 Austin, Texas 78701  
 (512) 972-0207 fax: (512) 972-0251



## LIVING UNIT EQUIVALENT (LUE) GUIDANCE DOCUMENT

Definition: A living unit equivalent (LUE) is defined as the typical flow that would be produced by a single family residence (SFR) located in a typical subdivision. An LUE is assumed to represent 3.5 people living in a residence. For water requirements, this includes consumptive uses, such as lawn watering and evaporative coolers. The wastewater system does not receive all of these water flows, so the calculated flows differ between water and wastewater. The number of LUEs for a project is constant; only the water and wastewater flows are different.

### WATER

Details on calculating the Water Utility Requirements for a project can be found in the Utilities Criteria Manual (UCM 2.9.2). The UCM is available online at:  
<http://www.amlegal.com/library/tx/austintech.shtml>

### WASTEWATER

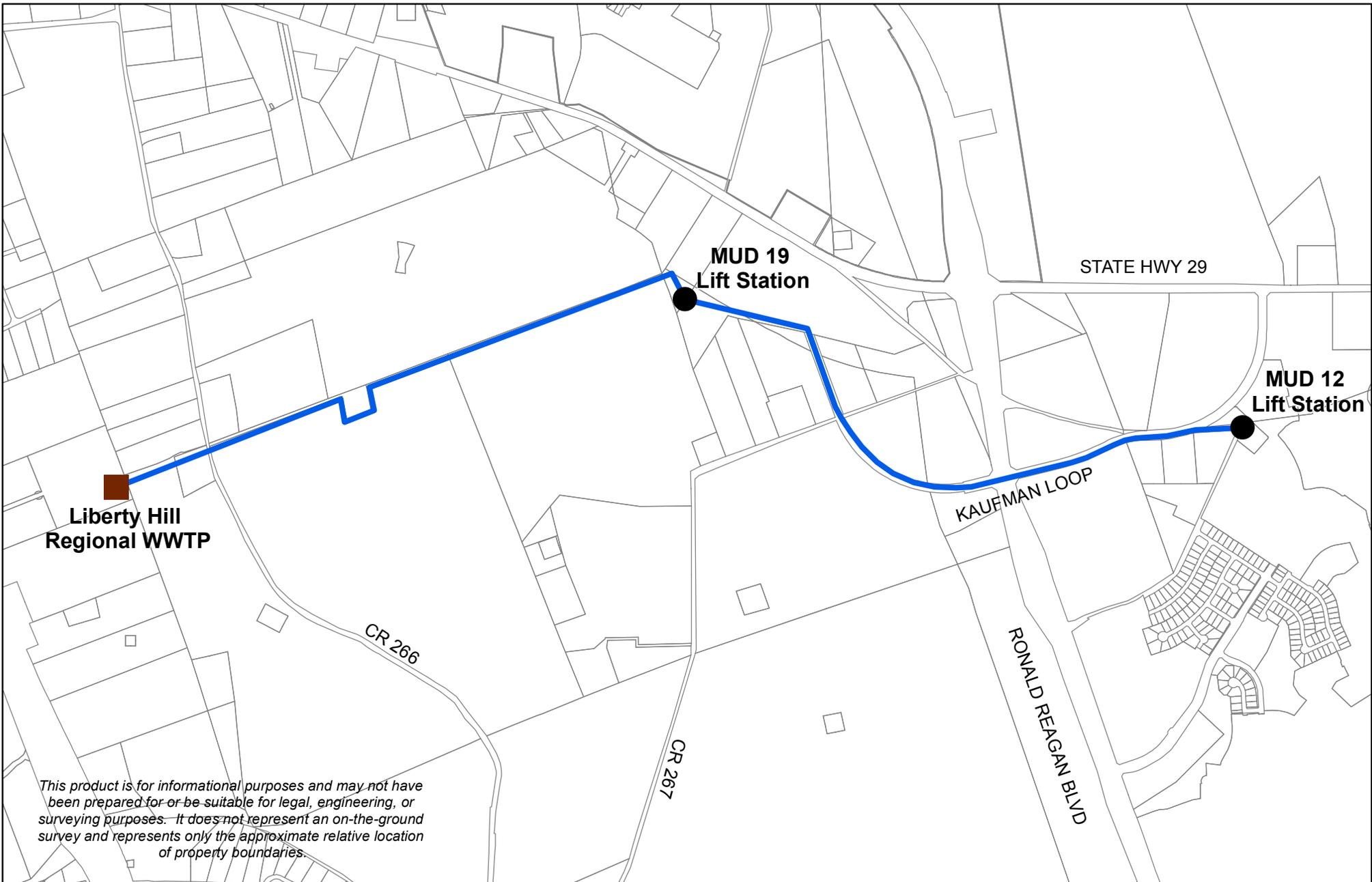
Details on calculating the Wastewater Utility Requirements for a project can be found in the Utilities Criteria Manual (UCM 2.9.4)  
 For Service Extension Request (SER) projects the following Wastewater Peak Flow Factor can be used:

$$\text{Peak Flow Factor} = [18 + (0.0206 \times F)^{0.5}] / [4 + (0.0206 \times F)^{0.5}], \text{ Maximum} = 4$$

The Following LUE Conversions can be used to estimate flows for various development types (Use is Not Mandatory; if using other factors please explain how the factors better represent a specific development).

Proposed Development Intended Use (Residential)	LUE CONVERSION (L.U.E. per Unit)
Single Family Residence; Modular Home; Mobile Home:	1
Duplex:	2
Triplex; Fourplex; Condo Unit; P.U.D., Apartment Unit (6+ Units/Acre to 24 Units/Acre):	0.7
Condo or Apartment Unit (24+ Units/Acre):	0.5
Hotel or Motel Room:	0.5
Proposed Development Intended Use (Commercial)	LUE CONVERSION (Units per L.U.E.)
Office (Square Feet of Floor)	3000
Office Warehouse (Square Feet of Floor)	4000
Retail; Shopping Center (Square Feet of Floor)	1660
Restaurant; Cafeteria (Square Feet of Floor)	200
Hospital (Beds)	1
Rest Home (Beds)	2
Church (Worship Services Only) (seats)	70
High / Middle School (Includes Gym and Cafeteria) (Students)	13
Elementary School (Includes Gym and Cafeteria) (Students)	15

**DRAFT: September 30, 2011**



*This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.*

**Legend**

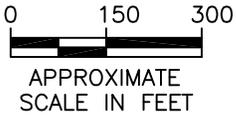
-  Lift Stations
-  Force Mains
-  Waste Water Treatment Plants

**LIFT STATION EXHIBIT  
CITY OF LEANDER WHOLESALE SERVICE AREA**



# SURVEY SKETCH

5.854 ACRES OF LAND SITUATED IN THE JOHN B. ROBINSON SURVEY, ABSTRACT No. 521 AND WILLIAM MANSIL SURVEY, ABSTRACT No. 437 IN WILLIAMSON COUNTY, TEXAS, BEING DESCRIBED AS 6.669 ACRES OF LAND DESCRIBED IN DOCUMENT No. 199941118, SAVE AND EXCEPT 0.811 ACRES OF LAND DESCRIBED IN DOCUMENT No. 2013035735 IN THE OFFICAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.



### LEGEND

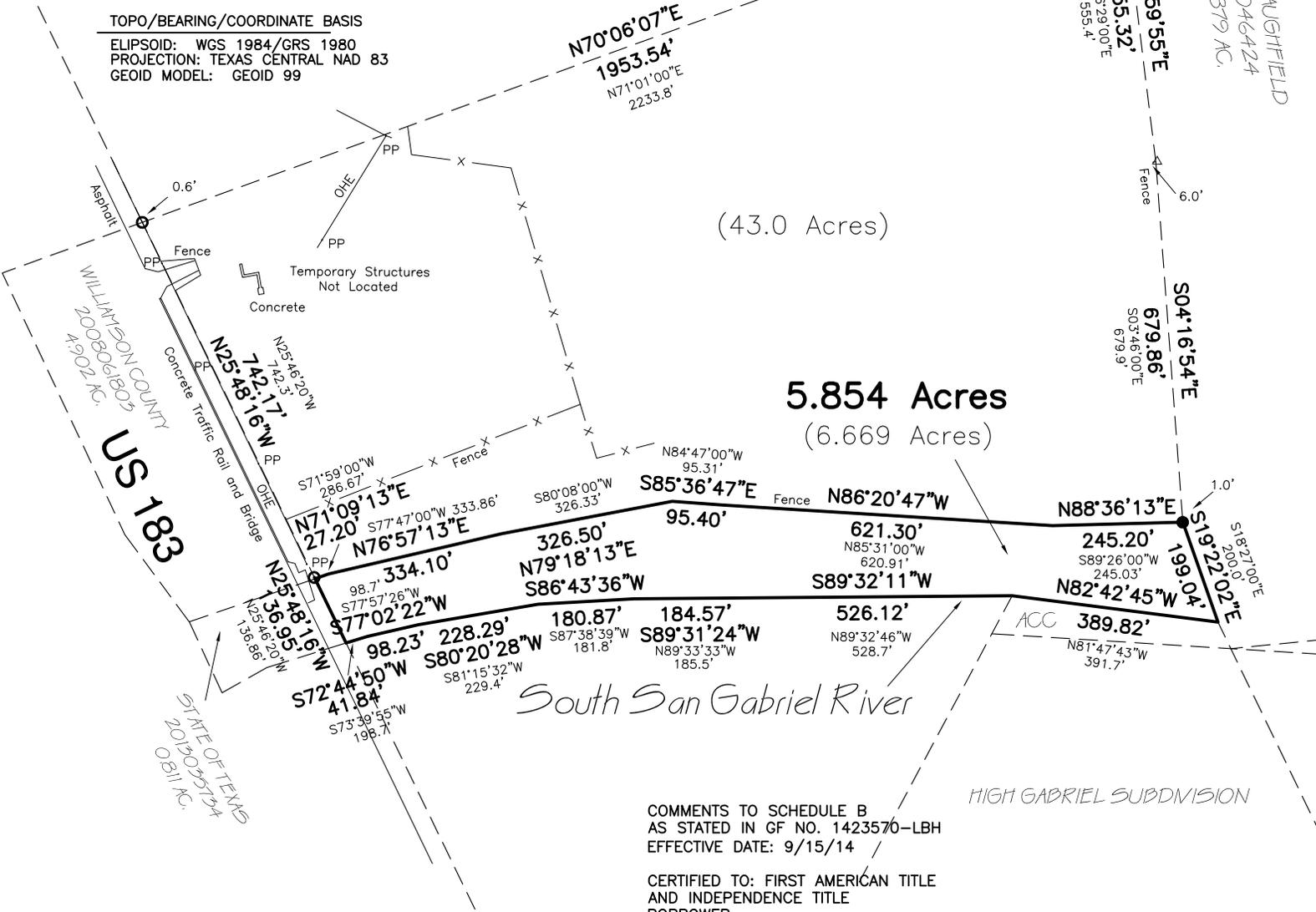
- IRON ROD FOUND
- CONCRETE MONUMENT FOUND
- \* COTTON SPINDLE FOUND
- △ CALCULATED POINT

### TOPO/BEARING/COORDINATE BASIS

ELIPSOID: WGS 1984/GRS 1980  
 PROJECTION: TEXAS CENTRAL NAD 83  
 GEOID MODEL: GEOID 99

EMOGENE CHAMPION  
 595/288  
 33.514 AC.

LANCE CAUGHFIELD  
 2013046424  
 150.879 AC.



(43.0 Acres)

5.854 Acres  
 (6.669 Acres)

South San Gabriel River

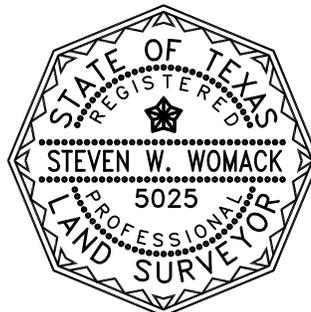
COMMENTS TO SCHEDULE B  
 AS STATED IN GF NO. 1423570-LBH  
 EFFECTIVE DATE: 9/15/14

CERTIFIED TO: FIRST AMERICAN TITLE  
 AND INDEPENDENCE TITLE  
 BORROWER:  
 INSURED: CITY OF LEANDER

COMMENTS:  
 10. e. ELECT ESMT south of the San  
 Gabriel River - DOES NOT AFFECT  
 THIS TRACT.

A PORTION OF THE SURVEY SHOWN HEREON LIES WITHIN THE LIMITS OF A FLOOD HAZARD AREA OR WITHIN THE LIMITS OF THE 100 YEAR FLOOD AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, AS SHOWN ON COMMUNITY PANEL NO. 48491C0455E, DATED 9/26/08, FOR WILLIAMSON COUNTY, TEXAS AND INCORPORATED AREAS.

THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS ASSOCIATION STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A, CONDITION II, LAND TITLE SURVEY AS DESCRIBED IN THE MANUAL OF PRACTICE FOR LAND SURVEYING IN THE STATE OF TEXAS.

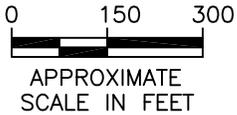


*Steven Womack*  
 Steven Warner Womack, RPLS, PLS, NCEES Date  
 National Council of Examiners for Engineering and Surveying #1928  
 Texas Registered Professional Land Surveyor #5025  
 North Carolina Professional Land Surveyor # L-5043  
 E-Mail: [SWRPLS@gmail.com](mailto:SWRPLS@gmail.com) Phone/Text: (512) 638-0220

DATE: 11-12-2014  
 DRAWN BY: Staff  
 FILE NAME: 14-005.dwg  
 PROJ. NO. : 14-005

# SURVEY SKETCH

38.131 ACRES OF LAND SITUATED IN THE JOHN B. ROBINSON SURVEY, ABSTRACT No. 521 AND WILLIAM H. MONROE SURVEY, ABSTRACT No. 453 IN WILLIAMSON COUNTY, TEXAS, BEING DESCRIBED AS 43.0 ACRES OF LAND RECORDED IN VOLUME 595, PAGE 288, SAVE AND EXCEPT 4.902 ACRES OF LAND DESCRIBED IN DOCUMENT No. 2008061803 IN THE OFFICAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.



## LEGEND

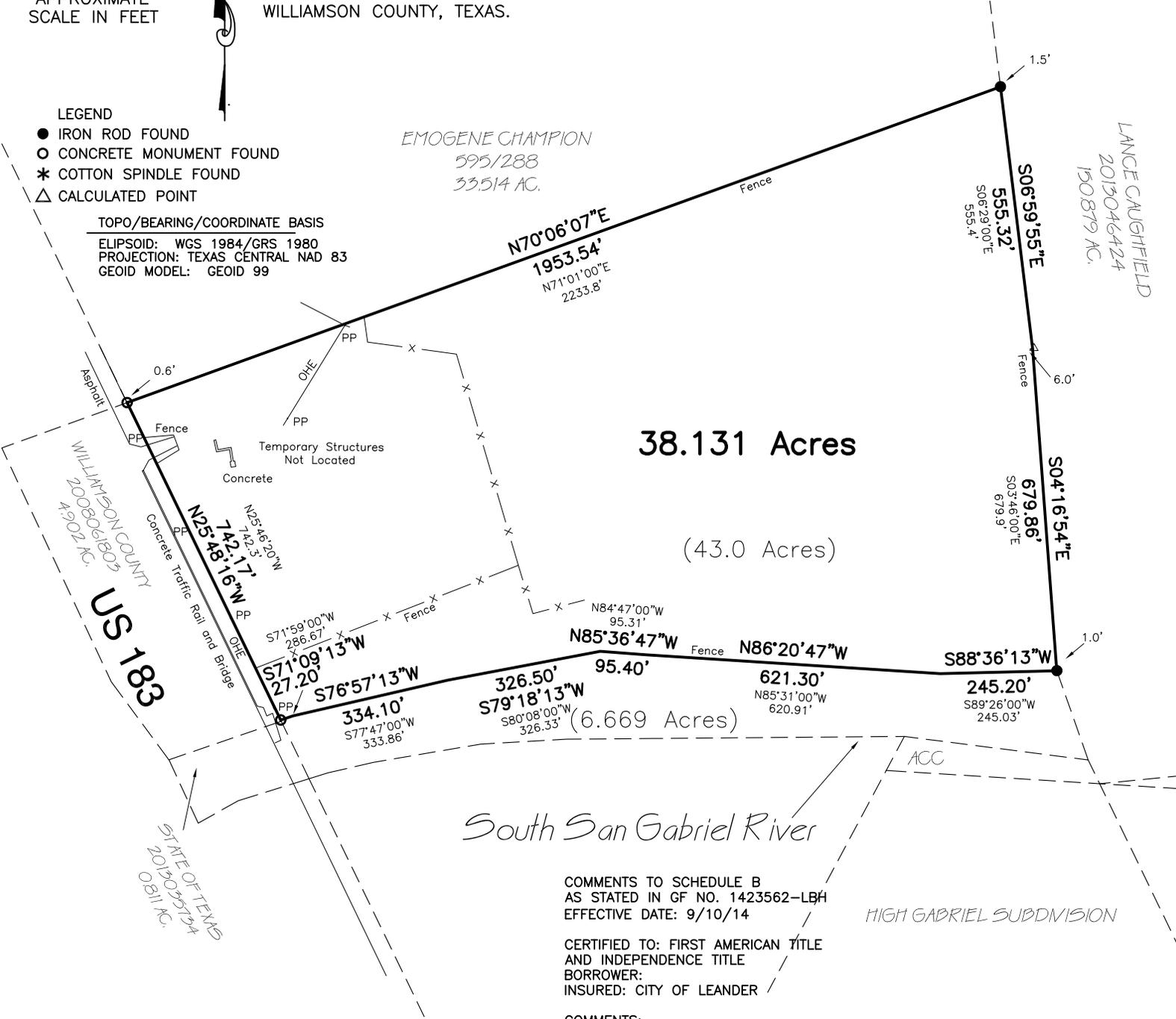
- IRON ROD FOUND
- CONCRETE MONUMENT FOUND
- \* COTTON SPINDLE FOUND
- △ CALCULATED POINT

## TOPO/BEARING/COORDINATE BASIS

ELIPSOID: WGS 1984/GRS 1980  
 PROJECTION: TEXAS CENTRAL NAD 83  
 GEOID MODEL: GEOID 99

EMOGENE CHAMPION  
 595/288  
 33.514 AC.

LANCE CAUGHFIELD  
 2013046424  
 150879 AC.



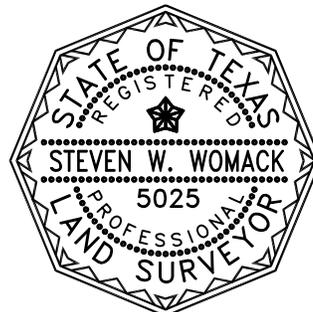
COMMENTS TO SCHEDULE B  
 AS STATED IN GF NO. 1423562-LBH  
 EFFECTIVE DATE: 9/10/14

CERTIFIED TO: FIRST AMERICAN TITLE  
 AND INDEPENDENCE TITLE  
 BORROWER:  
 INSURED: CITY OF LEANDER

COMMENTS:  
 10. e. "BLANKET" 15' WIDE WATERLINE  
 EASEMENT CENTERED ON PIPELINE -  
 NOT LOCATED, DOES AFFECT THIS  
 TRACT.  
 10. f. BUFFER ZONE at Brushy Creek  
 - DOES NOT AFFECT THIS TRACT.

A PORTION OF THE SURVEY SHOWN HEREON LIES WITHIN THE LIMITS OF A FLOOD HAZARD AREA OR WITHIN THE LIMITS OF THE 100 YEAR FLOOD AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, AS SHOWN ON COMMUNITY PANEL NO. 48491C0455E, DATED 9/26/08, FOR WILLIAMSON COUNTY, TEXAS AND INCORPORATED AREAS.

THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS ASSOCIATION STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A, CONDITION II, LAND TITLE SURVEY AS DESCRIBED IN THE MANUAL OF PRACTICE FOR LAND SURVEYING IN THE STATE OF TEXAS.



*Steven Womack*

12 Nov 2014

Steven Warner Womack, RPLS, PLS, NCEES Date  
 National Council of Examiners for Engineering and Surveying #1928  
 Texas Registered Professional Land Surveyor #5025  
 North Carolina Professional Land Surveyor # L-5043  
 E-Mail: [SWRPLS@gmail.com](mailto:SWRPLS@gmail.com) Phone/Text: (512) 638-0220

DATE: 11-12-2014  
 DRAWN BY: Staff  
 FILE NAME: 14-005.dwg  
 PROJ. NO. : 14-005



**Executive Summary**

**June 4, 2015**

**Council Agenda Subject:** Consider Variance to Article 8.04, Noise, of the Leander Code of Ordinances for Bland Construction, L.P., for the Palmera Ridge Off-Site Wastewater Line

**Background:** The City's noise ordinance limits construction generated noises to the hours of 7:00 a.m. to 9:00 p.m. Any modification to this operating time period requires approval from City Council. Bland Construction, L.P., has requested a variance to the noise ordinance for construction of the Palmera Ridge Off-Site Wastewater Line between 9:00 PM to 7:00 AM **for one night only** between the dates of June 8 and June 19 (weather permitting). Please note that Hero Way will be closed at Reagan Boulevard from 7:00 p.m. to 7:00 a.m. for this overnight work. Bland Construction, L.P., has agreed to make every effort to communicate with properties neighboring the construction site and take all reasonable precautions and notifications (including message boards) to reduce traffic detour issues.

**Origination:** Wayne S. Watts, P.E., CFM, City Engineer

**Financial Consideration:** Not Applicable

**Recommendation:** Staff recommends approval of the requested variance to Article 8.04 of the Leander Code of Ordinances for **one time period only** from 9:00 p.m. to 7:00 a.m. between June 8 and June 19.

**Attachments:** E-Mail Request

**Prepared by:** Wayne S. Watts, P.E. CFM, City Engineer

**From:** Kyle Klussmann [<mailto:kklussmann@joeblandconstruction.com>]

**Sent:** Tuesday, May 26, 2015 1:48 PM

**To:** Terri Crauford

**Cc:** Wayne Watts; Michael O'Neal; Milton Kokel; Mario Vital; Victor Borrego; Brent Jones ([brentj@ri-eng.com](mailto:brentj@ri-eng.com)); Amy Lynn Payne ([Amy@blakemageeco.com](mailto:Amy@blakemageeco.com))

**Subject:** RE: Proposed Detour Route for WW along Hero's Way (Palmera Ridge WW)

Terri,

Will you re-consider a short duration shut down of Hero's Way?

We would propose these two options:

1. Shut down from 6:00am to 6:00pm on a Saturday (Day Work)?
2. Shut down from 6:00pm to 6:00am on a week night (Night Work)?

Thanks for your help,

**Kyle Klussmann**

**Joe Bland Construction, LP**

**13111 Dessau Road**

**Austin, Texas 78754**

**Office: 512.821.2808**

**Fax: 512.821.2805**

**Cell: 512.801.1230**

**[kklussmann@joeblandconstruction.com](mailto:kklussmann@joeblandconstruction.com)**



**Executive Summary**

**June 4, 2015**

**Council Agenda Subject:** Consideration of Amendment 2 to Task Order HDR-2 with HDR Engineering, Inc., for professional services for Improvements of Old 2243 West from U.S. Hwy. 183 to Lakeline Boulevard

**Background:** Task Order HDR-2 was approved by the City Council on May 16, 2013, in the amount of \$1,184,748.90 for professional services for roadway improvements for Old 2243 West from U.S. Hwy. 183 to Lakeline Boulevard. The approved compensation consisted of a lump sum amount of \$776,348.90 for design, advertising, and bidding services along with compensation for Additional Services at the option of the City for NEPA compliance activities not to exceed \$240,000.00; subsurface utilities location activities not to exceed \$50,000.00; R.O.W. acquisition related activities not to exceed \$88,400.00; and Phase One Environmental Assessment(s) for R.O.W. acquisition(s) not to exceed \$30,000.00 on a time and materials basis.

Amendment 1 to Task Order HDR-2 was approved by the City Council on November 20, 2014 which approved certain scope items of the additional services. Scope of work included in this revision were: NEPA compliance activities not required for a revised lump sum amount \$0.00; subsurface utilities location activities for a revised lump sum amount of \$24,000.00; R.O.W. (and easement) acquisition related activities for a revised lump sum amount of \$204,020.00; and Phase One Environmental Assessment(s) for R.O.W. (and easement) acquisitions for a revised lump sum amount of \$26,135.00. New scope of work items were: PEC (Distribution) Underground Relocation Coordination and Design for a lump sum amount of \$124,024.00; Design and Detail Additional Water Quality Facility at new Outfall Location for a lump sum amount of \$45,400.00; and Waterline Relocation Design and Details at PEC Transmission Poles for a lump sum amount of \$17,220.00. With this proposed Amendment, the authorized compensation increases by \$33,399.00 from \$1,184,748.90 to \$1,218,148.00.

As the design effort has proceeded and landowner coordination for the acquisition of the proposed right of way has occurred landowners have requested changes to the proposed design due to the impacts to their properties for their current use and for future development or have requested improvements to their property in lieu of right of way acquisition costs. In addition, as the subsurface utility location scope (identified above) has been completed additional utility impacts have been discovered based on these findings. Due to these changes many of the scopes of work require updating of the scope of work and associated compensation. The proposed changes are detailed in Exhibit A,

attached herein as part of the draft Amendment to Task Order HDR-2. Scope of work revisions are: R.O.W. (and easement) acquisition related activities for a lump sum amount of \$44,500.00; additional drainage, water quality and roadway design for a lump sum amount of \$133,320.00; water and waste waterline relocation design for a lump sum amount of \$124,750.00. With the proposed Amendment, the authorized compensation increases by \$302,570.00 from \$1,218,148.00 to \$1,520,718.00.

**Origination:** Wayne S. Watts, P.E., CFM, City Engineer

**Financial Consideration:** \$302,570.00 from Reserve Funds.

**Recommendation:** Staff requests authorization of the City Manager to negotiate and execute Amendment 2 to Task Order HDR-2.

**Attachments:** Draft Amendment 2 to Task Order HDR-2 and supporting documentation

**Prepared by:** Wayne S. Watts, P.E., City Engineer

## AMENDMENT-2 TO TASK ORDER HDR-2

### OLD FM 2243 - DESIGN SERVICES (US 183 TO LAKELINE BLVD.)

#### ADDITIONAL SERVICES TO BE PROVIDED BY THE ENGINEER

##### GENERAL OVERVIEW OF ADDITIONAL SERVICES

The scope of services for this project shall be expanded to include additional services which will include:

1. Additional parcel descriptions for ROW and easement acquisitions. These parcels include 2 ROW acquisition and 3 Easement parcels along the Sivaswamy parcel as well as an additional utility easement along the Waley parcel.
2. Additional Drainage, Water Quality, and Roadway Design associated with coordination of various developments along old 2243 including North Creek Commercial Park Development as well as the Sivaswamy parcel.
3. Additional Waterline Design and Detailing
4. Waste Water Line relocation
5. ROW appraisal design support. Includes modification of design as well as design support of appraisal efforts for on-going ROW acquisition.

*Add the following scope of work to Task Order HDR-1:*

#### **1) PRELIMINARY ENGINEERING**

##### **D) RIGHT OF WAY**

##### **i) ROW Acquisition Services**

ENGINEER will prepare ROW acquisition parcel maps which will identify ROW and easement parcels to be acquired. In addition the ENGINEER will prepare metes and bound descriptions for each parcel. Two (2) additional ROW parcel descriptions as well as three (3) additional easement parcel descriptions will be prepared.

#### **2) PREPARATION OF PLANS, SPECIFICATION AND ESTIMATE (PS&E) FOR BID PACKAGE**

##### **A) DRAINAGE & WATER QUALITY**

- i) Update Design and Detail off-site Water Quality Pond – The ENGINEER will re-design and detail a regional water quality pond at a new outfall location located along the south side of old 2243 east of Bagdad. The ENGINEER will update the design to include the North Creek Commercial Park proposed development and remove the inclusion of a future development for the affected landowner.
- ii) The ENGINEER will conduct coordination and update the Drainage and Roadway design to accommodate future development along old 2243. Updates for six (6) developers will be incorporated into the design. These updates will include drainage design, driveway additions and general coordination with landowners and representatives of the developments to facilitate construction of the roadway as well as the developments.
- iii) The ENGINEER will redesign and detail the open channel Outfall across the Sivaswamy site as a closed box culvert. This redesign will include updating System D H&H data, temporary erosion control plans, and permanent landscaping plans.

**G) WATERLINE DESIGN AND DETAILS**

- i) Design and Detail waterline relocation multiple locations along old 2243. This design will include the extension of the 12” waterline north of old 2243 to the western project limits as well as multiple impacts to the existing waterlines.

**H) WASTE WATER LINE DESIGN AND DETAILS**

- i) Design and Detail waste water line relocation for the Dadsbaggs East Parcel. The 8” waste water line will be relocated to the south to connect to the Brushy Creek existing waste water line.

**I) ROW APPRAISAL SUPPORT**

- i) The ENGINEER will provide support for ROW acquisition appraisals provide by others. This support will include interpretation of design information, impacts to owners and coordination with landowners regarding the project impacts. This work will also include minor alterations to the plans such as the incorporation of fencing of the ROW and driveway modifications as requested and agreed upon by the CITY and landowners.

Amendment-2 to Task Order HDR-1 executed to be effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**City of Leander:**

**HDR Engineering, Inc.:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Kent Cagle, City Manager

Name: Mark Borenstein, PE

Title: Vice President

Project Description: Prepare schematic design and two PS&E packages for Old FM 2243 from Lakeline Blvd. to US 183		Project Length: 2.8 miles 14,800 LF						Design Criteria: Major Arterial MAU-5 LANES (66 Ft LOG-LOG)								
TASK NO. 1	TASK DESCRIPTION	PROJ. MGR.	ENV. MGR.	SR. ENGR.	SR. ENV. SCIENTIST	JR. ENV. SCIENTIST	GIS TECH.	DESIGN ENGR.	EIT	UTILITY DESIGN COORD	CADD TECH.	ARCH/HISTORIAN/PI SPECIALIST	CULTURAL CREW CHIEF	CLERICAL/STENO	TOTAL	
<b>COST COMPONENT, HOURS</b>																
<b>1D</b>	<b>ADDITIONAL SURVEYING SERVICES</b>															
	Update 2 ROW Metes & Bound Documents	4					4							2	10	
	Update 7 Easement Metes & Bound Documents	4					4							2	10	
	<b>SUBTOTAL SURVEYING SERVICES</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>20</b>	
<b>2A</b>	<b>ADDITIONAL DRAINAGE, WATER QUALITY AND ROADWAY DESIGN</b>															
	Update Drainage and Water Quality Design for North Creek Commercial Park Development	16		24				64			64				168	
	Update ROW, Drainage, Water Quality Design for Siviwsamy Site	24		40				64	64		64				256	
	Conduct corodination and update design for future devleopments along old 2243 (6 Develpments)	40		24				40	80		80				264	
	Update replace open Channel along Sivaswamy Site to box culvert	40		24				80	40		80				264	
															0	
															0	
	<b>SUBTOTAL UTILITY COORDINATION</b>	<b>120</b>	<b>0</b>	<b>112</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>248</b>	<b>184</b>	<b>0</b>	<b>288</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>952</b>	
<b>2G</b>	<b>WATERLINE DESIGN AND DETAILS</b>															
	Data collection	4		8					16						28	
	Project meetings (assume 4)	16		24											40	
	Prepare water drawings	12		160			160				160			4	496	
	Prepare specifications	4		20					24					16	64	
	Finalize bidding documents	4		12			16		16					8	56	
	Prepare opinion of probable construction cost	4		12					16						32	
															0	
															0	
	<b>SUBTOTAL SURVEYING SERVICES</b>	<b>44</b>	<b>0</b>	<b>236</b>	<b>0</b>	<b>0</b>	<b>176</b>	<b>0</b>	<b>72</b>	<b>0</b>	<b>160</b>	<b>0</b>	<b>0</b>	<b>28</b>	<b>716</b>	
<b>2H</b>	<b>WASTE WATER LINE DESIGN AND DETAILS</b>															
	Prepare WWL drawings	12		24							64			4	104	
	Prepare specifications	4		4										16	24	
	Finalize bidding documents	2		2					8					8	20	
	Prepare opinion of probable construction cost	2		4					4						10	
															0	
															0	
	<b>SUBTOTAL SURVEYING SERVICES</b>	<b>20</b>	<b>0</b>	<b>34</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>12</b>	<b>0</b>	<b>64</b>	<b>0</b>	<b>0</b>	<b>28</b>	<b>158</b>	
<b>2I</b>	<b>ROW APPRAISAL SUPPORT</b>															
	Prepare exhibits and design in support of ROW appraisal effort	16		24							40			4	84	
															0	
															0	
															0	
	<b>SUBTOTAL UTILITY COORDINATION</b>	<b>16</b>	<b>0</b>	<b>24</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>40</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>84</b>	
	<b>TOTAL HDR HOURS</b>	<b>208</b>	<b>0</b>	<b>406</b>	<b>0</b>	<b>0</b>	<b>184</b>	<b>248</b>	<b>268</b>	<b>0</b>	<b>552</b>	<b>0</b>	<b>0</b>	<b>64</b>	<b>1930</b>	

Project Description: Prepare schematic design and two PS&E packages for Old FM 2243 from Lakeline Blvd. to US 183		Project Length: 2.8 miles 14,800 LF						Design Criteria: Major Arterial MAU-5 LANES (66 Ft LOG-LOG)							
TASK NO. 1	TASK DESCRIPTION	PROJ. MGR.	ENV. MGR.	SR. ENGR.	SR. ENV. SCIENTIST	JR. ENV. SCIENTIST	GIS TECH.	DESIGN ENGR.	EIT	UTILITY DESIGN COORD	CADD TECH.	ARCH/HISTORIAN/PI SPECIALIST	CULTURAL CREW CHIEF	CLERICAL/STENO	TOTAL
<b>HOURLY RATES INCLUDING OVERHEAD</b>															
COST COMPONENT, DOLLARS		\$225.00	\$210.00	\$195.00	\$145.00	\$115.00	\$125.00	\$145.00	\$115.00	\$105.00	\$95.00	\$85.00	\$62.00	\$85.00	
1D	ADDITIONAL SURVEYING SERVICES	\$1,800	\$0	\$0	\$0	\$0	\$1,000	\$0	\$0	\$0	\$0	\$0	\$0	\$340	\$3,140
2A	ADDITIONAL DRAINAGE, WATER QUALITY AND ROADWAY DESIGN	\$27,000	\$0	\$21,840	\$0	\$0	\$0	\$35,960	\$21,160	\$0	\$27,360	\$0	\$0	\$0	\$133,320
2G	WATERLINE DESIGN AND DETAILS	\$9,900	\$0	\$46,020	\$0	\$0	\$22,000	\$0	\$8,280	\$0	\$15,200	\$0	\$0	\$2,380	\$103,780
2H	WASTE WATER LINE DESIGN AND DETAILS	\$4,500	\$0	\$6,630	\$0	\$0	\$0	\$0	\$1,380	\$0	\$6,080	\$0	\$0	\$2,380	\$20,970
2I	ROW APPRAISAL SUPPORT	\$3,600	\$0	\$4,680	\$0	\$0	\$0	\$0	\$0	\$0	\$3,800	\$0	\$0	\$340	\$12,420
TOTAL HDR LABOR FEE		\$46,800	\$0	\$79,170	\$0	\$0	\$23,000	\$35,960	\$30,820	\$0	\$52,440	\$0	\$0	\$5,440	\$273,630
COST COMPONENT SUBCONSULTANTS															
SUB	INLAND GEODETICS, LP	INCLUDES ROW EXHIBIT, 2 PARCELS FOR ACQUISITION, AND 9 EASEMENTS; ADD'L PARCELS ARE ESTIMATED TO BE \$4,300 FOR ROW & \$2,200 PER ESMT													\$28,400
SUB	TERRACON														\$0
SUB	GRAM														\$0
SUB	LUCK DESIGN TEAM (NICHOLSON INNOVATIONS)														\$0
SUBTOTAL SUBCONSULTANTS															\$28,400
COST COMPONENT DIRECT EXPENSES															
EXP	MILEAGE	\$0.56	MILE		540										\$302
EXP	COPIES	\$0.25	EA		450										\$113
EXP	EDR	\$725.00	EA												\$0
EXP	OVERNIGHT DELIVERIES	\$25.00	EA		5										\$125
EXP	FIELD SUPPLIES, RENTAL EQUIPMENT	\$807.00	DAY												\$0
EXP	SUE TEST HOLES	\$2,000.00	EA												\$0
TOTAL DIRECT EXPENSES															\$540
<b>TOTAL HDR LABOR FEE, SUBCONSULTANTS, AND EXPENSES</b>															<b>\$302,570</b>



**Executive Summary**

**June 4, 2015**

**Agenda Subject:** Consideration and possible action on an Interlocal Cooperation Agreement with the City of Jonestown, for Wholesale Water and Wastewater Utility Services

**Background:** Jonestown requested the attached Interlocal Agreement for Water and Wastewater Service in return for releasing 18.7 acres from their city limits to the City of Leander. The agreement allows for an additional 500 LUE's of wastewater service to the 500 LUE's that Jonestown already owns in the Trivisso wastewater plant as well as 2,000 LUE's of water service. We have ability now and in the future to provide both the water and wastewater LUE's to the City of Jonestown and it is financially beneficial to the City of Leander to provide wholesale utility service in this manner.

**Origination:**

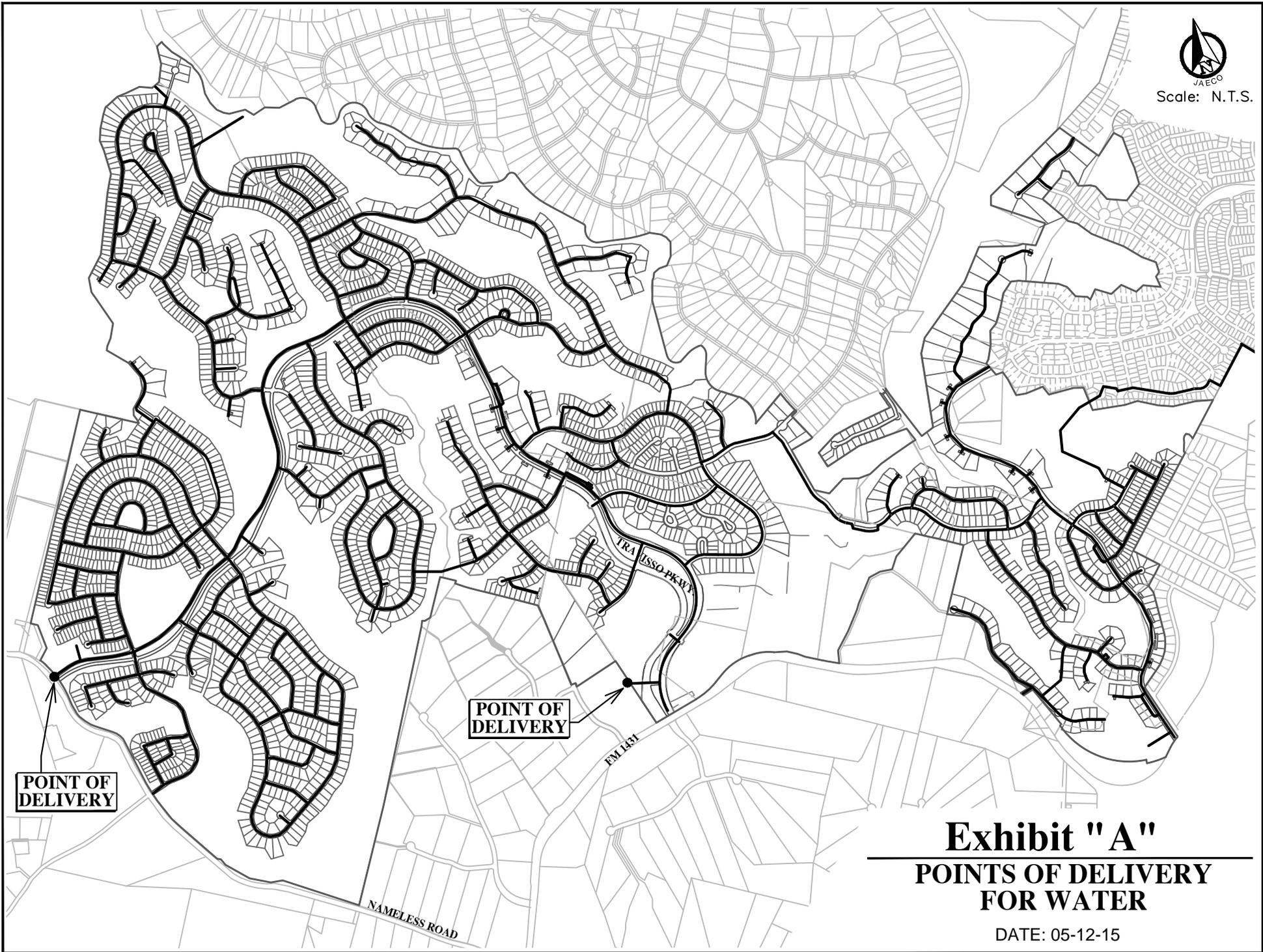
**Recommendation:** Staff recommends approval of the Interlocal Cooperation Agreement

**Attachments:** Interlocal Agreement, Water/Wastewater Delivery Points, Water Conservation Plan, LUE Chart, Leander Tap Fees

**Prepared by:**



Scale: N.T.S.



**Exhibit "A"**  
**POINTS OF DELIVERY**  
**FOR WATER**

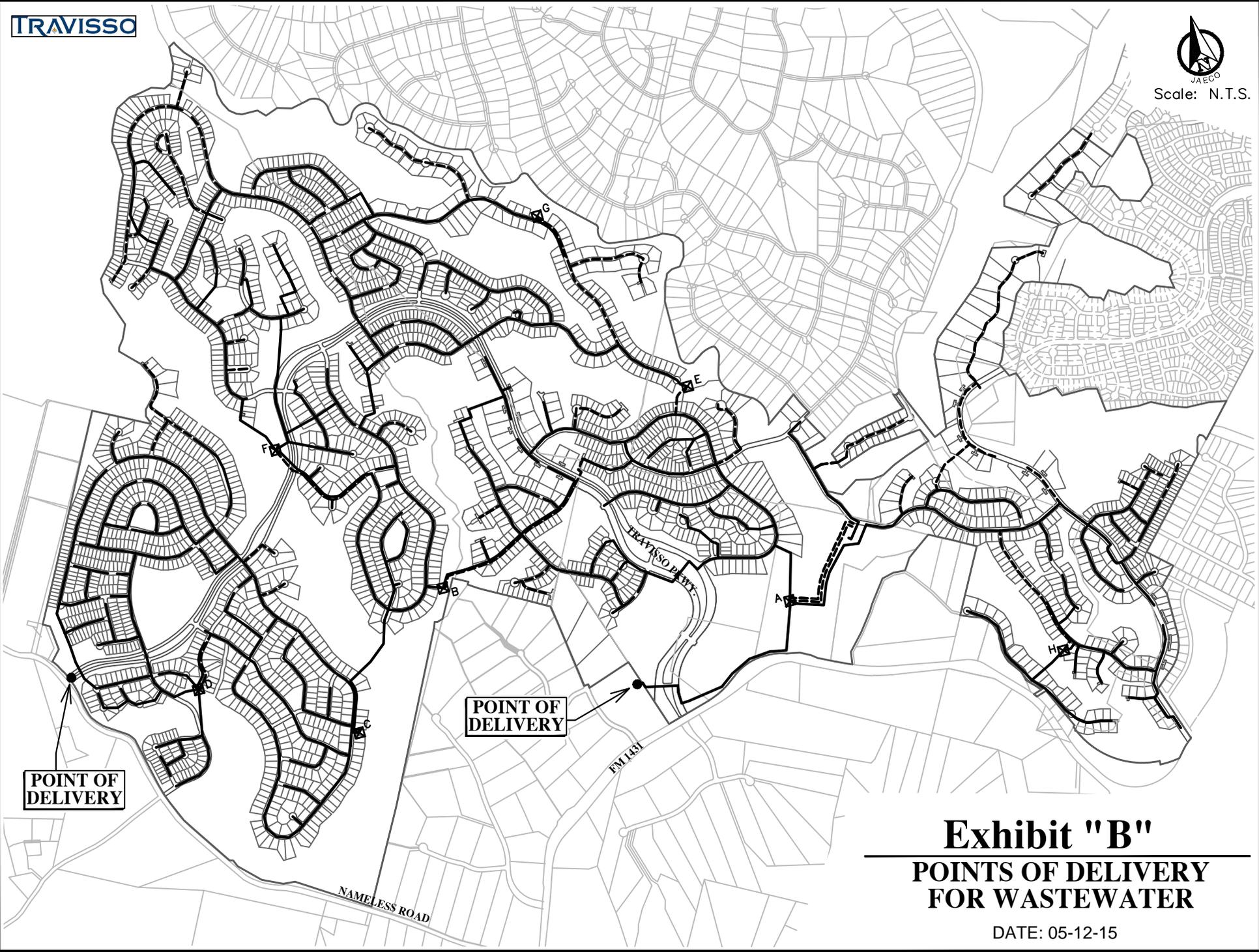
DATE: 05-12-15

TRAVISSO



Scale: N.T.S.

C:\Projects-Taylor-Morrison\Travisso\_Land-Plan\_193-058-20\Exh-Misc-Files\Travisso\_WW-Delivery\_05-12-15.dwg



POINT OF DELIVERY

POINT OF DELIVERY

# Exhibit "B"

## POINTS OF DELIVERY FOR WASTEWATER

DATE: 05-12-15

**ORDINANCE NO. 14-070-00**

**AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING CHAPTER 13, ARTICLE 13.09, WATER CONSERVATION AND DROUGHT CONTINGENCY PLAN OF THE LEANDER CODE OF ORDINANCES TO ADOPT WATER CONSERVATION REGULATIONS; PROVIDING FOR ENFORCEMENT AND ESTABLISHING A PENALTY; SEVERABILITY, EFFECTIVE DATE AND OPEN MEETINGS CLAUSES; AND PROVIDING FOR RELATED MATTERS.**

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

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

**WHEREAS**, as part of the overall goal to expand, protect and develop both existing and future water resources, the City undertook to review its water conservation plan to implement or maintain its aggressive approach to water conservation efforts;

**WHEREAS**, the preservation and improvement of the natural environment and maintenance of a working ecological balance are of increasing concern;

**WHEREAS**, City continues to experience frequent droughts and periodic shortages of adequate water supply; therefore, it is the purpose of this amendment to continue to enforce the more efficient use of routine, individual, and daily restrictions, as well as larger scale, commercial restrictions, on the use of varied quantities of water;

**WHEREAS**, the City Council, at a public meeting, has had the opportunity to accept public comment regarding the updated water conservation plan stated herein and finds it prudent to approve the revised and updated water conservation plan;

**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 incorporated into this Ordinance as findings of fact by the City Council of Leander, Texas. The City Council hereby further finds and determines that the provisions of this ordinance are reasonable and necessary to protect the public health, safety and quality of life.

**Section 2. Amendment of Art. 13.09.** Chapter 13, Article 13.09, Section 13.09.001, *Declaration of policy, purpose and intent*, of the Leander Code of Ordinances is hereby amended through the review of the updated Water Conservation Plan, Exhibit A, attached hereto and incorporated here, which reviews and assesses the City’s policies and ability to conserve the

available water supply and protect the integrity of water supply facilities, with particular regard for domestic water use, sanitation, and fire protection, and to protect and preserve public health, welfare, and safety and minimize the adverse impacts of extreme drought, periods of abnormally high water usage, system contamination, or extended reduction in ability to supply water due to equipment failure, water supply shortage or other water supply emergency conditions, the city hereby adopts the following regulations and restrictions on the delivery and consumption of water ("the plan").

**Section 3. Savings Clause.** All rights and remedies of the City of Leander are expressly saved as to any and all violations of the provisions of any ordinances affecting water conservation or the subject of this Ordinance within the City which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

**Section 4. Amendment of Ordinances.** Chapter 13, Article 13.09, Leander Code of Ordinances is hereby amended as provided herein. All provisions of the Leander Code of Ordinances inconsistent with or in conflict with this ordinance are hereby amended to the extent of such inconsistency or conflict. In the event of a conflict or inconsistency between this ordinance and any other code or ordinance of the City, the terms and provisions of this ordinance shall govern.

**Section 5. Severability.** Should any section or part of this ordinance be held unconstitutional, illegal, or invalid, or the application to any person or circumstance thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this ordinance are declared to be severable.

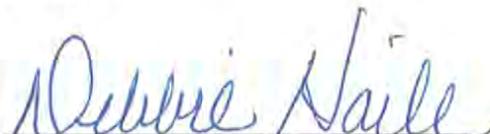
**Section 6. Effective Date.** This ordinance shall take effect immediately from and after its passage.

**Section 7. Open Meetings.** It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code.*

**PASSED AND APPROVED** on this 20th day of November, 2014.

**Attest:**

**THE CITY OF LEANDER, TEXAS**

  
Debbie Haile, City Secretary

  
Christopher Fielder, Mayor



**EXHIBIT A**

**ARTICLE 13.09 WATER CONSERVATION PLAN**

**CITY OF LEANDER, TEXAS**

# **WATER CONSERVATION PLAN**

**PREPARED FOR:**  
CITY OF LEANDER



**PREPARED BY:**  
**K·FRIESE**  
**+ ASSOCIATES**  
PUBLIC PROJECT ENGINEERING

**OCTOBER 2014**

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## APPENDICES

- Appendix A: Water Conservation Utility Profile
- Appendix B: Water Rate Structure
- Appendix C: Water Conservation and Drought Contingency Plan
- Appendix D: Regional Water Planning Group Notification
- Appendix E: Water Conservation Plan Adoption Ordinance

## Section 1.0 Introduction and Utility Profile

### 1.1 Introduction

The City of Leander Water Conservation Plan is designed to promote and maintain efficient use of water for the City and its water utility customers. The purpose of the Water Conservation Plan is to establish short and long-term consumption goals and develop implementation strategies and processes for achieving these goals in accordance with 30 TAC Chapter 288.

### 1.1 Utility Profile

A copy of the complete Utility Profile is included as Appendix A.

#### *Service Area Data and Population*

The City of Leander water service area includes the City and portions of its Extra Territorial Jurisdiction, encompassing approximately 28 square miles. Approximately 25% of the service area is located within northern Travis County with the remainder located within Williamson County. The major watersheds within the service area include San Gabriel and Colorado River. The majority of the service connections within the water system are residential, approximately 90% single family and 6% multi family connections. The remaining connections are split between commercial (3%) and institutional uses (1%).

The official U.S. Census population count for the City of Leander in 2010 was 26,521. The current population estimate for the City is 36,137, an increase of approximately 25%. The Region G and Region K Water Plans project the City of Leander population to reach 50,562 by 2020.

#### *Water System*

The key water use statistics for 2009 through 2013 are provided in Table 1. Average per person usage is given in gallons per capacity per day (GPCD) and average and peak daily water demand is given in MGD. The peak day to average day ratio varies from 1.77 to 2.43, meaning that peak day demand is approximately twice the average demand.

Table 1: Municipal Water Demand 2009-2013

Year	2009	2010	2011	2012	2013
Peak GPCD	300	255	280	288	275
Annual Average GPCD	123	120	159	130	119
Peak Day (MGD)	7.79	6.75	7.44	8.38	8.86
Average Day (MGD)	3.21	3.18	4.21	3.78	3.85
Peaking Factor	2.43	2.12	1.77	2.22	2.30

The current water supply source for the City is a contract amount obtained from Lake Travis managed by the Lower Colorado River Authority (LCRA). The water is treated at the Sandy Creek Water Treatment Plant managed by the City of Leander or at the Brushy Creek Regional Utility Authority (BCRUA) Water Treatment Plant, which provides water to the Cities of Round Rock and Cedar Park in addition to the City of Leander. The Sandy Creek Water Treatment Plant has a design capacity of 12 million gallons per day (MGD), and the Brushy Creek Regional Utility Authority (BCRUA) WTP is currently designed to supply up to 2.5 MGD to Leander although it is currently not in operation due to low levels in Lake Travis. The City system has a design storage capacity of 4.75 million gallons with 4 million gallons serving as elevated storage.

#### *Wastewater System*

The wastewater system is currently operated by the City of Leander and includes approximately 9,500 connections. Wastewater treatment is provided by City of Leander Wastewater Treatment Plant operated by the City of Leander, and by the Brushy Creek Regional Wastewater System (BCRWWS) Treatment Plant. The BCRWWS treatment plant is regional and provides treatment facilities for the Cities of Leander, Round Rock, Cedar Park, Austin, and two Municipal Utility Districts. The City of Leander

Wastewater Treatment Plant has a permitted design capacity of 2.25 MGD and has reserved 5.25 MGD of treatment capacity with the BCRWWS. The City is currently under construction on a new wastewater treatment plant in the Colorado River basin, which will add 0.25 MGD of treatment capacity to the system in the interim with an ultimate capacity of 0.768 MGD.

## Section 2.0 Water Conservation Goals

The City of Leander Water Conservation Plan contains measures to positively impact both water system operations as well as directly affect water use and promote responsible water use behavior. The purpose of the Water Conservation Plan is to develop and implement conservation programs that will:

- a. Reduce peak day water demand
- b. Reduce water loss and water waste
- c. Decrease per capita day consumption
- d. Reduce unaccounted water
- e. Maintain the community's quality of life while continuing to enhance economic growth
- f. Prevent the pollution of ground and surface water sources

### 2.1 Five Year and Ten Year Targets

Total GPCD includes both the residential and non-residential usage making it difficult to identify and quantify the impact that conservation and changes in residential usage patterns have on the Total GPCD. To determine these impacts, the Residential GPCD was also determined for comparative purposes and goal determination. The Total GPCD water use for the 2013 calendar year was 127 GPCD. The Residential GPCD for 2013 was 80 GPCD and the water loss was 25 GPCD. In 2013, the City of Leander used a total of almost 1.5 billion gallons of water with the population estimated at 32,200. The need to reduce water use in order to provide a sustainable water supply is of great importance as droughts have continued to plague the local region. The five year and ten year targets are summarized in Table 2.

**Table 2: Water Conservation Plan Goals**

	Historic 5-year Average	Baseline	5-year Goal Year 2019	10-year Goal Year 2024
Total GPCD	136.0	140.0	136.5	133.0
Residential GPCD	93	96	94	92
Water Loss (GPCD)	20	23	22	21
Water Loss Percentage	15%	16%	16%	15%

The equations used to determine the criteria above are:

$$\text{Total GPCD} = \frac{\text{Total Gallons in System}}{365 * \text{Permanent Population}}$$

$$\text{Residential GPCD} = \frac{\text{Gallons Used for Residential Use}}{365 * \text{Residential Population}}$$

$$\text{Water Loss GPCD} = \frac{\text{Total Water Loss}}{365 * \text{Permanent Population}}$$

$$\text{Water Loss Percentage} = \frac{100 * \text{Total Water Loss}}{\text{Total Gallons in System}}$$

The baseline data is the average water use and loss over the previous three years, 2011 to 2013.

### 2.2 Implementation Schedule

To implement the goals and conservation plan, the city will conduct annual testing on all finished water supply meters. In addition, replacement of water lines found to be leaking or are in generally poor condition will be completed as quickly as practical to ensure minimal water loss. Monthly water audits will be conducted to determine the water loss.

### **2.3 Method for Tracking Effectiveness**

In order to track the progress of the Water Conservation and Drought Contingency Plan, the City will utilize the following procedures:

- Logs will be maintained for meter calibration, meter testing and meter replacement.
- Monthly water audits to determine water loss shall be documented and kept in the Water & Wastewater Utility Department files.
- Records of all public education shall be maintained.
- Rates are tracked and monitored biannually by an outside consultant contracted by the City. A three-year outlook is performed at each study. The last study took place in 2014.
- A program is being developed to maintain logs of the city's Leak Detection Program. These records will include inspections of water main fittings and connections. Periodic leak detection audits will be conducted.

## **Section 3.0 Strategies to Achieve Conservation Goals**

### **3.1 Water Rate Structure**

The City of Leander uses cost based water rate structure that includes a uniform volumetric charge, and does not promote the excessive use of water. All water customers in the City of Leander pay a monthly Customer Charge, determined by the water meter size, a standard water reserve charge per living unit equivalent, and a water consumption charge per each 1,000 gallons of water used, determined by the connection category. The City of Leander water rate schedule is included in Appendix B.

### **3.2 Wastewater Reuse**

Approximately 5 percent of the wastewater treated by the City of Leander is reused for plant operations including plant wash down and chlorination or dechlorination. The City is currently constructing a new wastewater treatment plant to be a zero discharge plant. Treated wastewater will be used to irrigate landscaping using subsurface drip irrigation and surface irrigation.

### **3.3 Water Loss Control Measures**

The City of Leander has experienced water loss (expressed as the percentage of the difference between water usage billed and water pumped to total water pumped) averaging 15% over the last five years. The average water loss in 2013 was 20%. To determine and control this unaccounted-for water loss, the City of Leander shall conduct periodic visual inspections along the distribution line routes, annual audits of the water system to determine potential loss due to illegal connections and proper accounting for loss due to flushing and fire-fighting. The City is starting a pilot program for smart meters which will begin with 100 meters. The use of smart meters will allow for faster reading of the meters, resulting in earlier detection of potential water loss locations.

#### **3.3.1 Leak Detection and Repair**

The City of Leander contracts for leak detection. A Leak Detection Program is in place to inspect approximately 30 miles of waterline semi-annually. If unaccounted-for water loss above normal occurs, the City sends crews to check sections of transmission main for leaks. Most leaks, illegal connections or abandoned services are detected by field crews or reported by the public. Once found, leaks are repaired by City crews.

The Leander Water and Wastewater Utility conducts a water audit each month to identify real water losses and correct applicable reports. Real water losses are minimized by replacing deteriorated water mains and customer service lines. These replacement programs are ongoing.

#### **3.3.2 Supply and Universal Metering**

The City of Leander's water supply is provided by two water treatment plants managed by the City of Leander and through the BCRUA system. Each entity is responsible under contract for the proper calibration and annual adjustment of water supply meters for their respective water sources.

Water meters are purchased by the City and maintained and read monthly by city staff. City policy is to purchase AWWA approved meters which record with a less than 5 percent error rate. City policy is to replace aging meters as issues are identified or at the request of a customer.

### **3.4 Public Education Program**

The City of Leander plans to work directly with the LCRA on conservation education. The LCRA is available to give talks and presentations on water conservation, provide technical training to Leander staff on how to do landscape irrigation audits, and provide technical assistance with development of ordinances.

The city will periodically provide the public with information about the drought contingency plan, including information about the conditions under which each stage of the plan is to be initiated or terminated and the drought response measures to be implemented in each stage. This information is provided by means of press releases, updates on the City's website, trailer-mounted message boards, or utility bill inserts. In addition, the initial process for enforcement of the City's Drought Contingency Plan is to send a warning letter to the resident with an explanation of the violation.

### **3.5 Implementation and Enforcement**

The City Manager or his/her designee is appointed to implement the Water Conservation and Drought Contingency Plan upon determination that such implementation is necessary to protect public health, safety and welfare. The City Manager or his/her designee shall have the authority to initiate or terminate elements of the plan. The complete implementation and enforcement plan elements are included in Appendix C.

As a means of implementing and enforcing this plan, all plan elements discussed in this document were adopted Ordinance 11-027-00, exhibit A, of the City of Leander Code of Ordinances, adopted September 1, 2011 and amended March 20, 2014.

## **Section 4.0 Wholesale Water Supply Contracts**

An interlocal cooperation agreement was executed to provide a maximum of 930 gallons per minute of potable water to the City of Liberty Hill. Currently, no water is being provided pending construction of the transmission mains necessary to connect the systems.

All wholesale water contracts require compliance with the city's drought contingency and water conservation programs. Each contract specifies that the water supplied to the wholesale customer may be reasonably limited by the City on the same basis and to the same extent as the supply of water to any other customers within the city.

All wholesale contracts entered into, renewed or extended include provisions for distributing water to the wholesale customers in accordance with the Texas Water Code, Section 11.039. Customer entities are prohibited from selling water provided by the City of Leander.

## **Section 5.0 Coordination with Regional Water Planning Groups**

The service area of the city is located within two Regional Water Planning Groups: Region G, Brazos River Authority, within Williamson County; and Region K, Lower Colorado River Authority, within Travis County. A copy of the conservation plan has been sent to both the Region G and Region K water resource planning administrators. A copy of the letters notifying the Regional Water Planning Groups is included in Appendix D.

## **Section 6.0 Drought Contingency Plan**

The city manager or his/her designee shall monitor the water supply and/or demand conditions on a daily basis and shall determine when conditions warrant initiation or termination of each stage of the plan.

Water supply conditions will be determined by the source of supply, system capacity, and weather conditions. Water demand will be measured by the peak daily demands on the system.

Unless there is an immediate and extreme reduction in water production, or other absolute necessity to declare an emergency or severe condition, the City will initially declare Stage 1 restrictions. If, after a reasonable period of time, demand is not reduced enough to alleviate outages, reduce the risk of outages, or comply with restrictions required by a court, government agency or other authority, Stage 2 may be implemented with Stage 3 and Stage 4 to follow if necessary. The complete Drought Contingency Plan is included as Appendix C.

## **6.1 Stage 1 – Voluntary Water Conservation Conditions**

### ***Triggers:***

Customers shall be requested to voluntarily conserve water and adhere to the Stage 1 drought response measures each year from May 1 through September 30. In addition, customers shall be requested to adhere to the Stage 1 drought response measures when one or a combination of the following occurs: the total daily water demand equals or exceeds 80% of the total operation system treatment capacity for three consecutive says or 85% on a single day; or when the combined storage of Lake Travis and Lake Buchanan reaches 1.4 million acre-feet in accordance with the LCRA.

### ***Demand Management Measures:***

Stage 1 drought response measures are designed to limit the daily water demand to no more than 80% capacity for three days and to achieve a 5% reduction in water use.

To manage supply, the City will review system operations and identify ways to improve the system efficiency and accountability and will actively promote drought-related issues and the need to conserve.

The City will request water customers to voluntarily comply with the Stage 2 water use restrictions, including watering landscapes no more than twice per week, as well as voluntarily limiting and reducing the use of water for nonessential purposes and to practice water conservation. Water customers will be reminded to follow the year-round water waste restrictions.

### ***Requirements for Termination:***

Stage 1 restrictions may be rescinded when the water treatment plant capacity condition listed above as a triggering event has ceased to exist for five consecutive days or the LCRA announces that voluntary restrictions by its firm raw water customers are no longer needed. Upon termination of the Stage 1 restrictions, the City will publicly announce the termination to its customers and notify the LCRA.

## **6.2 Stage 2 – Moderate Water Shortage Conditions**

### ***Triggers:***

Customers shall adhere to the Stage 2 drought response measures when one or a combination of the following occurs: the total daily water demand equals or exceeds 93% of the total operation system treatment capacity for three consecutive says or 95% on a single day; pumping hours per day of 18 hours; or when the combined storage of Lake Travis and Lake Buchanan reaches 900,000 acre-feet in accordance with the LCRA's requirements, which are subject to change.

### ***Demand Management Measures:***

Stage 2 drought response measures are designed to limit the daily water demand to no more than 80% capacity for three days or 85% for one day and to achieve a 10-20% reduction in water use and 17 pump hours per day.

To manage supply, the City apply all water use restrictions prescribed for Stage 2 for city utility owned facilities and properties, discontinue water main and line flushing unless necessary for public health

reasons, visually inspect lines and repair leaks on a regular basis, and conduct a monthly review of customer use records and follow up on any that have unusually high usage.

Under threat of penalty for violation, the following water restrictions shall apply to all retail water customers:

- a. Water customers are required to participate in the twice-weekly watering schedule determined by the City. Outdoor water use shall only occur on a designated watering day.
- b. Outdoor watering is prohibited between the hours of 10:00 a.m. and 7:00 p.m. This prohibition does not apply to irrigation of landscaped areas if it is by means of a hand-held hose or a faucet-filled bucket or watering can of five gallons or less;
- c. The use of water to wash any motor vehicle is prohibited except on designated watering days between the hours of midnight and 10 a.m. and between 7 p.m. and midnight and must be done with a hand-held bucket or a hand-held hose equipped with a positive shut-off nozzle. A vehicle may be washed any time at a commercial carwash facility or commercial service station; and
- d. Water customers are requested to practice water conservation and prohibit non-essential uses of water.

***Requirements for Termination:***

Stage 2 restrictions may be rescinded when the water treatment plant capacity condition listed above as a triggering event has ceased to exist for five consecutive days or the LCRA announces that voluntary restrictions by its firm raw water customers are no longer needed. Upon termination of the Stage 2 restrictions, the City will publicly announce the termination to its customers and notify both the LCRA and Texas Commission on Environmental Quality (TCEQ). Stage 1 restrictions will then be in effect.

**6.3 Stage 3 – Severe Water Shortage Conditions**

***Triggers:***

Customers shall adhere to the Stage 3 drought response measures when one or a combination of the following occurs: the total daily water demand equals or exceeds 95% of the total operation system treatment capacity for three consecutive says or 97% on a single day; pumping hours per day of 22 hours; when the combined storage of Lake Travis and Lake Buchanan reaches 600,000 acre-feet in accordance with the LCRA; or when the LCRA board declares a drought worse than the drought of record or other water supply emergency and orders the mandatory curtailment of firm water supplies.

***Demand Management Measures:***

Stage 3 drought response measures are designed to limit the daily water demand to no more than 80% capacity for three days or 85% for one day and to achieve a 20% reduction in water use and 17 pump hours per day.

To manage supply, in addition to the Stage 2 measures, the city will explore additional emergency water supply options.

Under threat of penalty for violation, the following water restrictions shall apply to all retail water customers in addition to the Stage 2 measures:

- a. Water customers are required to participate in the once-weekly watering schedule determined by the City. Outdoor water use shall only occur on a designated watering day.
- b. Outdoor watering is prohibited between the hours of 10:00 a.m. and 7:00 p.m. This prohibition does not apply to irrigation of landscaped areas if it is by means of a hand-held hose or a faucet-filled bucket or watering can of five gallons or less; and
- c. The use of water to wash any motor vehicle is prohibited. A vehicle may be washed any time at a commercial carwash facility or commercial service station.

***Requirements for Termination:***

Stage 3 restrictions may be rescinded when the water treatment plant capacity condition listed above as a triggering event has ceased to exist for five consecutive days or the LCRA announces that mandatory restrictions by its firm raw water customers are no longer required. Upon termination of the Stage 3 restrictions, the City will publicly announce the termination to its customers and notify both the LCRA and TCEQ. Stage 2 restrictions will then be in effect.

**6.4 Stage 4 – Emergency Water Conditions**

***Triggers:***

Customers shall adhere to the Stage 3 drought response measures when one or a combination of the following occurs: major water line breaks or pump system failures that cause substantial loss of ability to provide water service; the total daily water demand equals or exceeds 100% of the total operation system treatment capacity; pumping hours per day of 24 hours; natural or man-made contamination of the water supply source; or when the LCRA general manager or board declares a water supply emergency.

***Demand Management Measures:***

Stage 4 drought response measures are designed to limit the daily water demand to no more than 90% capacity and 22 pump hours per day.

To manage supply, the City shall visually inspect lines and repair leaks on a regular basis, flushing is prohibited except for dead-end mains and only between the hours of 9:00 p.m., and 3:00 a.m., emergency interconnects or alternative supply arrangements shall be initiated, and all meters shall be read as often as necessary to insure compliance with this program for the benefit of all the customers.

Under threat of penalty for violation, the following water restrictions shall apply to all retail water customers in addition to the Stage 2 restrictions:

- a. Outdoor watering is prohibited;
- b. Use of water from fire hydrants shall be limited to firefighting and activities necessary to maintain public health, safety, and welfare; and
- c. No applications for new, additional, expanded, or larger water service connections, meters, service lines, pipeline extensions, mains, or water service facilities of any kind shall be allowed or approved.

***Requirements for Termination:***

Stage 4 restrictions may be rescinded when the water treatment plant capacity condition listed above as a triggering event has ceased to exist for five consecutive days or the LCRA announces that mandatory restrictions by its firm raw water customers are no longer required. Upon termination of the Stage 4 restrictions, the City will publicly announce the termination to its customers and notify both the LCRA and TCEQ. Stage 3 restrictions will then be in effect.

**6.5 Initiation and Termination Procedures**

The city manager or his/her designee is hereby authorized and directed to implement the applicable provisions of this article upon determination that such implementation is necessary to protect public health, safety and welfare. The city manager or his/her designee shall have the authority to initiate or terminate drought or other water supply emergency response measures as described in this article.

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

## 6.6 Variances and Enforcement

### *Variances*

The city manager or his/her designee may, in writing, grant temporary variance for existing water uses otherwise prohibited under this plan if it is determined that failure to grant such variance would cause an emergency condition adversely affecting the health, sanitation, or fire protection for the public or the person requesting such variance and if one or more of the following conditions are met:

- a. Compliance with this plan cannot be technically accomplished during the duration of the water supply shortage or other condition for which the plan is in effect.
- b. Alternative methods can be implemented which will achieve the same level of reduction in water use.

Persons requesting an exemption from the provisions of this article shall file a petition for variance with the city within 5 working days after the plan or a particular drought response stage has been invoked. All petitions for variances shall be reviewed by the city manager, or his/her designee, and shall include the following:

- a. Name and address of the petitioner(s);
- b. Purpose of water use;
- c. Specific provision(s) of the plan from which the petitioner is requesting relief;
- d. Detailed statement as to how the specific provision of the plan adversely affects the petitioner or what damage or harm will occur to the petitioner or others if the petitioner complies with the plan;
- e. Description of the relief requested;
- f. Period of time for which the variance is sought;
- g. Alternative water use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of this plan and compliance date; and
- h. Other pertinent information.

All variances granted must include a timetable for compliance and will expire when the plan is no longer in effect, unless the petitioner has failed to meet specified requirements. No variance shall be retroactive or otherwise justify any violation of this plan occurring prior to the issuance of the variance.

### *Enforcement*

No person or entity shall knowingly or intentionally allow the use of water from the city for residential, commercial, industrial, agricultural, governmental or any other purpose in a manner contrary to any provision of this article, or in an amount in excess of that permitted by the drought response stage in effect at the time pursuant to action taken by the city manager, or his/her designee, in accordance with provisions of this plan.

Any violation of this plan may be enforced as an administrative violation. This first offense shall consist of a courtesy warning mailed to the alleged offender's utility billing address. Subsequent violations shall be within a 12-month period immediately following the date of the preceding offense. A notice of the violation and a description of the administrative fee for the offense will be mailed to the alleged offender's utility billing address. An alleged offender may appeal an administrative offense within fifteen (15) business days of the date of the notice of offense and request a hearing.

Any person who shall violate any of the provisions of this article, or shall fail to comply therewith, or with any of the mandatory requirements thereof, within the city limits shall be deemed guilty of an offense and shall be liable for a fine not to exceed the sum of two thousand dollars (\$2,000.00). Each day the violation exists shall constitute a separate offense. Such penalty shall be in addition to all the other remedies provided herein.

The city manager or his/her designee shall, upon due notice to the customer, be authorized to discontinue water service to the premises where such violations occur. Services discontinued under such circumstances shall be restored only upon payment of a reconnection charge, hereby established at

\$1,000.00, and any other costs incurred by the city in discontinuing service. In addition, suitable assurance must be given to the city that the same action shall not be repeated while the plan is in effect. Compliance with this article may also be sought through injunctive relief in the district court.

#### **6.7 Measures to Inform and Educate the Public**

Public notification of the initiation or termination of drought response stages shall be by a variety of ways; examples include bill inserts, e-mail and automated telephone calls, signs posted at entry points to the service area or a combination of these methods

As the city's limiting factor is water treatment capacity and water usage typically peaks during the summer months, Stage 1 of the plan is in effect each year from May 1 through September 30. A reminder notice will be placed in the utility billing before May 1. Notice(s) will be designed to increase customer awareness of water conservation and encourage the most efficient use of water. A copy of the current public announcement on water conservation awareness shall be kept on file and available for inspection by the TCEQ.

### **Section 7.0 Adoption**

A copy of the signed Ordinance adopting the Water Conservation and Drought Contingency Plan is included in Appendix E.

### **Section 8.0 Reporting Requirement**

The Water Conservation Plan Annual Report is required to be submitted by May 1 of the year. The Annual Report is an online form shall be completed and submitted by the Public Works Directors for the City of Leander.

Appendix A: Water Conservation Utility Profile

## UTILITY PROFILE FOR RETAIL WATER SUPPLIER

Fill out this form as completely as possible.  
If a field does not apply to your entity, leave it blank.

### CONTACT INFORMATION

Name of Utility: City of Leander

Public Water Supply Identification Number (PWS ID): 2460012

Certificate of Convenience and Necessity (CCN) Number: \_\_\_\_\_

Surface Water Right ID Number: 122259

Wastewater ID Number: TX0092151

Completed By: Patrick A. Womack Title: Public Works Director

Address: PO Box 319 City: Leander Zip Code: 78646

Email: pwomack@leandertx.gov Telephone Number: 512-528-2783

Date: 5/19/2014

Regional Water Planning Group: G,K [Map](#)

Groundwater Conservation District: \_\_\_\_\_ [Map](#)

Check all that apply:

- Received financial assistance of \$500,000 or more from TWDB
- Have 3,300 or more retail connections
- Have a surface water right with TCEQ

## Section I: Utility Data

### A. Population and Service Area Data

- Current service area size in square miles: 28  
 (Attach or email a copy of the service area map.)
- Provide historical service area population for the previous five years, starting with the most current year.

Year	Historical Population Served By Retail Water Service	Historical Population Served By Wholesale Water Service	Historical Population Served By Wastewater Service
2009	26,000		26,000
2010	26,521		26,521
2011	26,521		26,521
2012	29,098		29,098
2013	32,208		32,208

- Provide the projected service area population for the following decades.

Year	Projected Population Served By Retail Water Service	Projected Population Served By Wholesale Water Service	Projected Population Served By Wastewater Service
2020	50,562		50,562
2030	94,378		94,378
2040	146,566		146,566
2050	219,684		219,684
2060	274,357		274,357

- Describe the source(s)/method(s) for estimating current and projected populations.

Regions G & K population projections and 2010 Census data.

**B. System Input**

Provide system input data for the previous five years.

Total System Input = Self-supplied + Imported – Exported

Year	Self-supplied Water in Gallons	Purchased/Imported Water in Gallons	Exported Water in Gallons	Total System Input	Total GPCD
2009		1,113,527,000		1,113,527,000	117
2010		1,354,000,000		1,354,000,000	140
2011		1,536,000,000		1,536,000,000	159
2012		1,468,920,000		1,468,920,000	138
2013		1,496,018,147		1,496,018,147	127
Historic 5-year Average	0	1,393,693,029	0	1,393,693,029	136

**C. Water Supply System (Attach description of water system)**

- Designed daily capacity of system \_\_\_\_\_ 12,000,000 gallons per day.
- Storage Capacity:  
 Elevated \_\_\_\_\_ 3 gallons  
 Ground \_\_\_\_\_ 2 gallons
- List all current water supply sources in gallons.

Water Supply Source	Source Type*	Total Gallons
Lake Travis	Contract <input type="checkbox"/>	7,820,424,000
	Choose One	

\*Select one of the following source types: *Surface water, Groundwater, or Contract*

- If surface water is a source type, do you recycle backwash to the head of the plant?  
 Yes 75,000 \_\_\_\_\_ estimated gallons per day  
 No

**D. Projected Demands**

1. Estimate the water supply requirements for the next ten years using population trends, historical water use, economic growth, etc.

Year	Population	Water Demands (gallons)
2014	35,208	1,751,580,396
2015	37,767	1,878,889,367
2016	40,326	2,006,198,337
2017	42,885	2,133,507,308
2018	45,444	2,260,816,278
2019	48,003	2,388,125,249
2020	50,562	2,515,434,219
2021	53,121	2,642,743,190
2022	55,680	2,770,052,160
2023	58,239	2,897,361,131

2. Describe sources of data and how projected water demands were determined. Attach additional sheets if necessary.

Regions G & K population projections and 2010 Census data.

**E. High Volume Customers**

- List the annual water use, in gallons, for the five highest volume **RETAIL** customers. Select one of the following water use categories to describe the customer; choose Residential, Industrial, Commercial, Institutional, or Agricultural.

Retail Customer	Water Use Category*	Annual Water Use	Treated or Raw
Lakeline Apartments	Residential	15,185,187	Treated
Crystal Falls Golf Course	Institutional	7,700,000	Treated
Leander High School	Institutional	5,188,000	Treated
Cedar Ridge Apartments	Residential	4,983,170	Treated
Austing Engineering	Commercial	3,929,700	Treated

\*For definitions on recommended customer categories for classifying customer water use, refer to the online [Guidance and Methodology for Reporting on Water Conservation and Water Use](#).

- If applicable, list the annual water use for the five highest volume **WHOLESALE** customers. Select one of the following water use categories to describe the customer; choose Municipal, Industrial, Commercial, Institutional, or Agricultural.

Wholesale Customer	Water Use Category*	Annual Water Use	Treated or Raw
	Choose One		Choose One
	Choose One		Choose One
	Choose One		Choose One
	Choose One		Choose One
	Choose One		Choose One

\*For definitions on recommended customer categories for classifying customer water use, refer to the online [Guidance and Methodology for Reporting on Water Conservation and Water Use](#).

**F. Utility Data Comment Section**

Provide additional comments about utility data below.

## Section II: System Data

### A. Retail Connections

- List the active retail connections by major water use category.

Water Use Category*	Active Retail Connections			
	Metered	Unmetered	Total Connections	Percent of Total Connections
Residential – Single Family	10,130		10,130	90%
Residential – Multi-family (units)	664		664	6%
Industrial	0		0	%
Commercial	380		380	3%
Institutional	99		99	1%
Agricultural	0		0	%
<b>TOTAL</b>	<b>11,273</b>	<b>0</b>	<b>11,273</b>	

\*For definitions on recommended customer categories for classifying customer water use, refer to the online [Guidance and Methodology for Reporting on Water Conservation and Water Use](#).

- List the net number of new retail connections by water use category for the previous five years.

Water Use Category*	Net Number of New Retail Connections				
	2009	2010	2011	2012	2013
Residential – Single Family	318	253	287	454	504
Residential – Multi-family (units)	0	0	11	0	0
Industrial	0	0	0	0	0
Commercial	3	27	40	14	4
Institutional	3	10	5	0	0
Agricultural	0	0	0	0	0
<b>TOTAL</b>	<b>324</b>	<b>290</b>	<b>343</b>	<b>468</b>	<b>508</b>

\*For definitions on recommended customer categories for classifying customer water use, refer to the online [Guidance and Methodology for Reporting on Water Conservation and Water Use](#).

**B. Accounting Data**

For the previous five years, enter the number of gallons of RETAIL water provided in each major water use category.

Water Use Category*	Total Gallons of Retail Water				
	2009	2010	2011	2012	2013
Residential - Single Family	813,696,491	840,666,467	1,091,946,983	982,019,746	923,504,117
Residential – Multi-family	27,810,000	27,064,336	27,250,989	25,358,873	24,851,720
Industrial	0	0	0	0	0
Commercial	102,192,697	103,297,690	147,644,022	120,811,946	131,992,964
Institutional	109,376,050	62,934,005	68,221,830	43,612,928	45,675,778
Agricultural	0	0	0	0	0
<b>TOTAL</b>	<b>1,053,075,238</b>	<b>1,033,962,498</b>	<b>1,335,063,824</b>	<b>1,171,803,493</b>	<b>1,126,024,579</b>

\*For definitions on recommended customer categories for classifying customer water use, refer to the online [Guidance and Methodology for Reporting on Water Conservation and Water Use](#).

**C. Residential Water Use**

For the previous five years, enter the residential GPCD for single family and multi-family units.

Water Use Category*	Residential GPCD				
	2009	2010	2011	2012	2013
Residential - Single Family	87	109	120	112	106
Residential – Multi-family	71	86	73	53	55

**D. Annual and Seasonal Water Use**

- For the previous five years, enter the gallons of treated water provided to RETAIL customers.

Month	Total Gallons of Treated Retail Water				
	2009	2010	2011	2012	2013
January	78,710,000	71,171,000	73,862,000	81,988,000	89,274,000
February	70,022,000	59,341,000	72,294,000	67,728,000	89,655,000
March	84,700,000	71,792,000	100,534,000	75,371,000	135,000,550
April	88,504,000	82,229,000	129,843,000	114,192,000	115,888,000
May	101,657,000	117,077,000	139,349,000	124,004,000	99,992,000
June	138,524,000	115,961,000	167,814,000	157,921,000	113,302,000
July	166,281,000	108,838,000	176,658,000	134,200,000	174,852,000
August	145,773,000	153,513,000	194,665,000	175,106,000	147,534,000
September	85,036,000	97,477,000	170,102,000	142,557,000	164,000,000
October	70,322,000	110,413,000	134,144,000	108,270,000	117,000,000
November	66,897,000	88,777,000	99,758,000	108,960,000	109,000,000
December	68,348,000	80,849,000	76,344,000	89,920,000	109,000,000
<b>TOTAL</b>	<b>1,164,774,000</b>	<b>1,157,438,000</b>	<b>1,535,367,000</b>	<b>1,380,217,000</b>	<b>1,464,497,550</b>

2. For the previous five years, enter the gallons of raw water provided to RETAIL customers.

Month	Total Gallons of Raw Retail Water				
	2009	2010	2011	2012	2013
January					
February					
March					
April					
May					
June					
July					
August					
September					
October					
November					
December					
<b>TOTAL</b>	0	0	0	0	0

3. Summary of seasonal and annual water use.

Water Use	Seasonal and Annual Water Use					Average in Gallons
	2009	2010	2011	2012	2013	
Summer Retail (Treated + Raw)	450,578,000	378,312,000	539,137,000	467,227,000	435,688,000	454,188,400 5yr Average
TOTAL Retail (Treated + Raw)	1,164,774,000	157,438,000	1,535,367,000	1,380,217,000	1,464,497,550	1,340,458,710 5yr Average

**E. Water Loss**

Provide Water Loss data for the previous five years.

$$\text{Water Loss GPCD} = [\text{Total Water Loss in Gallons} \div \text{Permanent Population Served}] \div 365$$

$$\text{Water Loss Percentage} = [\text{Total Water Loss} \div \text{Total System Input}] \times 100$$

Year	Total Water Loss in Gallons	Water Loss in GPCD	Water Loss as a Percentage
2009	167,029,000	18	15%
2010	152,000,000	16	11%
2011	168,545,000	17	11%
2012	278,796,098	26	19%
2013	295,873,198	25	20%
<b>5-year average</b>	<b>212,448,659</b>	<b>20</b>	<b>0%</b>

**F. Peak Water Use**

Provide the Average Daily Water Use and Peak Day Water Use for the previous five years.

Year	Average Daily Use (gal)	Peak Day Use (gal)	Ratio (peak/avg)
2009	3,207,414	7,787,000	2.43
2010	3,179,285	6,751,000	2.12
2011	4,206,485	7,438,000	1.77
2012	3,779,690	8,383,000	2.22
2013	3,845,830	8,860,000	2.30

**G. Summary of Historic Water Use**

Water Use Category	Historic 5-year Average	Percent of Connections	Percent of Water Use
Residential SF	930,366,761	90%	%
Residential MF	26,467,184	6%	%
Industrial	0	%	%
Commercial	121,187,864	3%	%
Institutional	65,964,118	1%	%
Agricultural	0	%	%

**H. System Data Comment Section**

Provide additional comments about system data below.

## Section III: Wastewater System Data

If you do not provide wastewater system services then you have completed the Utility Profile. Save and Print this form to submit with your Plan. Continue with the Water Conservation Plan Checklist to complete your Water Conservation Plan.

### A. Wastewater System Data (Attach a description of your wastewater system.)

- Design capacity of wastewater treatment plant(s): 2,250,000  
gallons per day.
- List the active wastewater connections by major water use category.

Water Use Category*	Active Wastewater Connections			
	Metered	Unmetered	Total Connections	Percent of Total Connections
Municipal		9,310	9,310	97%
Industrial		0	0	%
Commercial		221	221	2%
Institutional		22	22	%
Agricultural		0	0	%
<b>TOTAL</b>	0	9,553	9,553	

- What percent of water is serviced by the wastewater system?     %
- For the previous five years, enter the number of gallons of wastewater that was treated by the utility.

Month	Total Gallons of Treated Wastewater				
	2009	2010	2011	2012	2013
January	34,123,000	56,873,000	24,682,000	26,396,000	31,078,000
February	28,881,000	56,361,000	24,650,000	29,247,000	24,184,000
March	39,430,000	57,660,000	23,707,000	32,853,000	26,886,000
April	39,540,000	45,759,000	22,463,000	25,639,000	27,670,000
May	38,820,000	42,532,000	22,573,000	26,582,000	28,575,000
June	35,605,000	40,541,000	20,672,000	22,443,000	25,437,000
July	30,745,000	43,089,000	20,699,000	22,872,000	26,209,000
August	36,760,000	35,768,000	21,459,000	23,160,000	25,480,000
September	50,843,000	43,114,000	20,946,000	25,569,000	26,223,000
October	88,768,000	23,104,000	23,096,000	26,047,000	33,429,000
November	51,769,000	22,819,000	24,146,000	24,879,000	38,822,000
December	52,102,000	23,990,000	26,035,000	24,611,000	34,995,000
<b>TOTAL</b>	527,386,000	491,610,000	275,128,000	310,298,000	348,988,000

4. Can treated wastewater be substituted for potable water?

Yes       No

**B. Reuse Data**

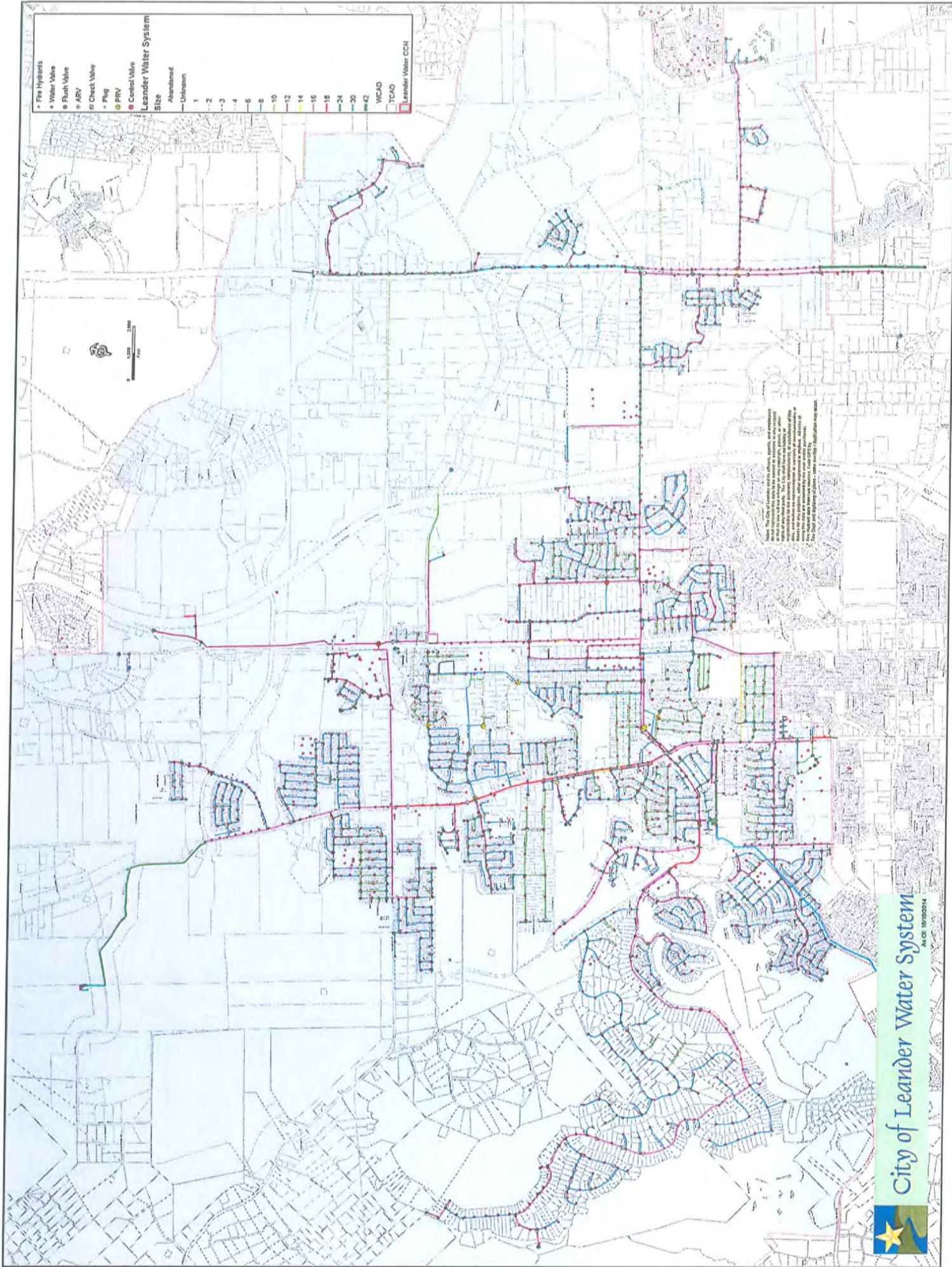
1. Provide data on the types of recycling and reuse activities implemented during the current reporting period.

Type of Reuse	Total Annual Volume (in gallons)
On-site irrigation	
Plant wash down	5,000,000
Chlorination/de-chlorination	10,000,000
Industrial	
Landscape irrigation (parks, golf courses)	
Agricultural	
Discharge to surface water	
Evaporation pond	
Other	
<b>TOTAL</b>	<b>15,000,000</b>

**C. Wastewater System Data Comment**

Provide additional comments about wastewater system data below.

You have completed the Utility Profile. Save and Print this form to submit with your Plan. Continue with the Water Conservation Plan Checklist to complete your Water Conservation Plan.



- Fire Hydrants
  - Water Valve
  - Flush Valve
  - ARV
  - Check Valve
  - Plug
  - PRV
  - Control Valve
- Leander Water System**
- Size
  - Abandoned
  - Unknown
  - 1
  - 2
  - 3
  - 4
  - 6
  - 8
  - 10
  - 12
  - 14
  - 16
  - 18
  - 24
  - 30
  - 42
  - WCAO
  - TCAO
  - Leander Water CCI

Notes: The City of Leander and its officers, agents, and employees make no warranty, express or implied, as to the accuracy of the information shown on this map. The City of Leander is not responsible for any errors or omissions on this map. The City of Leander is not responsible for any damages or losses resulting from the use of this map. The information shown on this map is for informational purposes only and should not be used as a basis for any legal action. The City of Leander reserves the right to modify this map at any time without notice.



## Appendix B: Water Rate Structure

Water reserve charge: The monthly water reserve charge shall be \$5.00 per living unit equivalent (LUE) of water service available for each water connection.

### Commercial Rates

Commercial Customer Charge

Water Meter Size	LUEs	Monthly Customer Charge
5/8 inch	1.0	\$43.11
3/4 inch	1.5	\$64.67
1 inch	2.5	\$107.78
1-1/2 inch	5.0	\$215.55
2 inch	8.0	\$344.88
3 inch	16.0	\$689.76
4 inch	25.0	\$1,077.75
6 inch	50.0	\$2,155.50
8 inch	80.0	\$3,448.80
10 inch	115.0	\$4,957.65

Water consumption charge: \$5.67 for each one thousand (1,000) gallons

### School Rates

School Customer Charge

Water Meter Size	LUEs	Monthly Customer Charge
5/8 inch	1.0	\$43.11
3/4 inch	1.5	\$64.67
1 inch	2.5	\$107.78
1-1/2 inch	5.0	\$215.55
2 inch	8.0	\$344.88
3 inch	16.0	\$689.76
4 inch	25.0	\$1,077.75
6 inch	50.0	\$2,155.50
8 inch	80.0	\$3,448.80
10 inch	115.0	\$4,957.65

Water consumption charge: \$5.67 for each one thousand (1,000) gallons

**Municipal Rates**

Municipal Customer Charge

Water Meter Size	LUEs	Monthly Customer Charge
5/8 inch	1.0	\$43.11
3/4 inch	1.5	\$64.67
1 inch	2.5	\$107.78
1-1/2 inch	5.0	\$215.55
2 inch	8.0	\$344.88
3 inch	16.0	\$689.76
4 inch	25.0	\$1,077.75
6 inch	50.0	\$2,155.50
8 inch	80.0	\$3,448.80
10 inch	115.0	\$4,957.65

Water consumption charge: \$5.67 for each one thousand (1,000) gallons

**Single-Family Residential and Duplex Rates:**

Single-family and duplex customer charge

Water Meter Size	LUEs	Monthly Customer Charge
5/8 inch	1.0	\$37.35
3/4 inch	1.5	\$56.03
1 inch	2.5	\$93.38
1-1/2 inch	5.0	\$186.75
2 inch	8.0	\$298.80
3 inch	16.0	\$597.60
4 inch	25.0	\$933.75
6 inch	50.0	\$1,867.50
8 inch	80.0	\$2,988.00
10 inch	115.0	\$4,295.25

Water consumption charge: \$4.91 for each one thousand (1,000) gallons

**Multifamily and Apartment Rates:**

Multifamily and Apartment Customer Charge

Water Meter Size	LUEs	Monthly Customer Charge
5/8 inch	1.0	\$43.05
3/4 inch	1.5	\$64.58
1 inch	2.5	\$107.63
1-1/2 inch	5.0	\$215.25
2 inch	8.0	\$344.40
3 inch	16.0	\$688.80
4 inch	25.0	\$1,076.25
6 inch	50.0	\$2,152.50
8 inch	80.0	\$3,444.00
10 inch	115.0	\$4,950.75

Water consumption charge: \$5.65 for each one thousand (1,000) gallons

**Golf course Rates:**

Golf Course Customer Charge

Water Meter Size	LUEs	Monthly Customer Charge
5/8 inch	1.0	\$50.02
3/4 inch	1.5	\$75.03
1 inch	2.5	\$125.05
1-1/2 inch	5.0	\$250.10
2 inch	8.0	\$400.16
3 inch	16.0	\$800.32
4 inch	25.0	\$1,250.50
6 inch	50.0	\$2,501.00
8 inch	80.0	\$4,001.60
10 inch	115.0	\$5,752.30

Water consumption charge: \$5.65 for each one thousand (1,000) gallons

## Appendix C: Water Conservation and Drought Contingency Plan

### Sec. 13.09.010 Initiation and termination of drought response stages

- (a) The city manager or his/her designee shall monitor the water supply and/or demand conditions on a daily basis and shall determine when conditions warrant initiation or termination of each stage of the plan, that is, when the specified "triggers" are reached. Water supply conditions will be determined by the source of supply, system capacity, and weather conditions. Water demand will be measured by the peak daily demands on the system.
- (b) The triggering criteria described below are based on information provided by the Lower Colorado River Authority, the Brazos River Authority and/or the City of Cedar Park and are further based on known system capacity limits.
- (c) Public notification of the initiation or termination of drought response stages shall be by a variety of ways; examples include bill inserts, e-mail and automated telephone calls, signs posted at entry points to the service area or a combination of these methods.
- (d) Unless there is an immediate and extreme reduction in water production, or other absolute necessity to declare an emergency or severe condition, the city will initially declare Stage 1 restrictions. If, after a reasonable period of time, demand is not reduced enough to alleviate outages, reduce the risk of outages, or comply with restrictions required by a court, government agency or other authority, Stage 2 may be implemented with Stage 3 and Stage 4 to follow if necessary.

### Sec. 13.09.011 Stage 1: Mild water shortage conditions (voluntary water conservation measures)

- (a) Generally. As the city's limiting factor is water treatment capacity and water usage typically peaks during the summer months, Stage 1 of the plan is in effect each year from May 1 through September 30. A reminder notice will be placed in the utility billing before May 1. Stage 1 follows a voluntary conservation measure to minimize the waste of water and reduce the peak demand on the water treatment and distribution system. Voluntary restrictions during Stage 1 do not implement mandatory provisions of the plan. Notice(s) will be designed to increase customer awareness of water conservation and encourage the most efficient use of water. A copy of the current public announcement on water conservation awareness shall be kept on file and available for inspection by the TCEQ.
- (b) Triggers. Customers shall be requested to adhere to the Stage 1 drought response measures when one or a combination of such triggering criteria occurs:
  - (1) Treatment capacity. For surface water systems, when total daily water demand equals or exceeds 80 percent of the total operating system treatment capacity for three consecutive days, or 85 percent on a single day;
  - (2) Water supply. Combined storage of Lakes Travis and Buchanan reaches 1.4 million acre-feet in accordance with the LCRA drought contingency plan for firm water customers (DCP).
- (c) Reduction targets.
  - (1) System capacity reduction target. Limit daily water demand to no more than 80% capacity for three days.
  - (2) Water supply reduction target. Achieve a 5% reduction in water use.
- (d) Voluntary water use restrictions.
  - (1) Supply management measures.
    - (A) The city will review system operations and identify ways to improve system efficiency and accountability.
    - (B) Actively promote drought-related issues and the need to conserve.
  - (2) Demand management measures.
    - (A) Ask customers to voluntarily comply with the water use restrictions outlined in Stage 2 of this plan, including watering landscapes no more than twice per week.
    - (B) Water customers are requested to voluntarily limit the use of water for nonessential purposes and to practice water conservation.

(C) Water customers are reminded to follow the year-round water waste restrictions.

(D) Water customers are requested to take steps to reduce all nonessential uses of water.

(e) Wholesale water use restrictions.

(1) When Leander is utilizing water from a wholesale supplier, and the wholesale supplier has declared Stage 1 restrictions under the wholesale supplier's drought contingency plan, additional water use restrictions, which are mandatory, will also apply.

(2) The city will contact wholesale treated water customers to discuss supply and demand conditions. The city will provide a limited supply of consumer information and materials on water conservation measures and practices to wholesale customers.

(f) Requirements for termination. Stage 1 of the plan may be rescinded when:

(1) Treatment capacity. The water treatment plant capacity condition listed above as a triggering event for Stage 1 has ceased to exist for five consecutive days.

(2) Water supply. The LCRA announces that voluntary restrictions by its firm raw water customers are no longer needed in accordance with the LCRA DCP.

(3) Notice. Upon termination of Stage 1, the city will publicly announce the termination to its customers and notify the LCRA. No notice to the TCEQ is required.

**Sec. 13.09.012 Stage 2: Moderate water shortage conditions (mandatory water conservation measures)**

(a) Triggers. Customers shall adhere to the Stage 2 drought response measures when one or a combination of such triggering criteria occurs:

(1) Treatment capacity.

(A) For surface water systems, when total daily water demand equals or exceeds 93 percent of the total operating system treatment capacity for three consecutive days, or 95 percent on a single day; or

(B) Pump hours per day of 18 hours.

(2) Water supply. Combined storage of Lakes Travis and Buchanan reaches 900,000 acre-feet in accordance with the LCRA DCP.

(b) Reduction targets.

(1) System capacity reduction target. Limit daily water demand to no more than 80% capacity for three days or 85% for one day.

(2) Water supply reduction target. Achieve a 10-20% reduction in water use and 17 pump hours per day.

(c) Mandatory water use restrictions.

(1) Supply management measures.

(A) Apply all water use restrictions prescribed for Stage 2 of the plan for city utility owned facilities and properties.

(B) Discontinue water main and line flushing unless necessary for public health reasons.

(C) Keep customers informed about issues regarding current and projected water supply and demand conditions.

(D) Visually inspect lines and repair leaks on a regular basis.

(E) Conduct a monthly review of customer use records and follow up on any that have unusually high usage.

(2) Demand management measures. Under threat of penalty, the following water use restrictions shall apply to all retail water customers:

(A) Irrigation of landscaped areas:

(i) If the combined water storage of Lakes Buchanan and Travis is less than 900,000 AF, irrigation of landscaped areas with hose-end sprinklers or in-ground irrigation systems shall be limited to a no more than the twice-weekly watering schedule shown in subsection (ii) below and based on the nature of the current drought or water emergency.

Irrigation of recreational areas may apply for a variance but must still develop a schedule where no part of the landscape is watered more than twice per week.

- (ii) Water schedule (twice a week for customers). Irrigation outdoors using an in-ground irrigation system or hose-end sprinkler only during the scheduled days and times as indicated below:
    - a. Odd-numbered residential addresses: Irrigate only on Wednesdays and Saturdays.
    - b. Even-numbered residential addresses: Irrigate only on Thursdays and Sundays.
    - c. Commercial and multifamily (including large landscapes such as HOA common areas): Irrigate only on Tuesdays and Fridays.
  - (iii) Outdoor watering hours are midnight to 10 a.m. and 7 p.m. to midnight on the designated days. This prohibition does not apply to irrigation of landscaped areas if it is by means of a hand-held hose or a faucet-filled bucket or watering can of five gallons or less.
  - (iv) New landscapes may be installed and revegetation seeding performed under these specific criteria:
    - a. A completed variance form for new landscapes has been submitted to the city and has been approved prior to the installation of the landscape or revegetation seed application. New building and development permits with associated landscape installations approved in connection with the permit are exempt from submitting a separate variance request, but must comply with applicable provisions of this article, including but not limited to subsection d. below which makes the variance effective for 30 days only.
    - b. Irrigation of the new landscape follows the schedule identified in the new landscape variance. The schedule will be developed to minimize water waste.
    - c. Areas being revegetated for soil stabilization must also comply with the specific criteria in subsections a. and b. above. Options for revegetation may be available in times of low water supply.
    - d. Variances for new landscapes may be issued for a period of no more than 30 days from the day of issuance. A variance is not an exemption from compliance with the permanent water use restrictions under section 13.09.009 of this plan. Variances will not be granted for seasonal "color beds" or temporary grass installation (over-seeding).
- (B) Vehicle washing: Use of water to wash any motor vehicle, such as a motorbike, boat, trailer, or airplane, is prohibited except on designated watering days between the hours of midnight and 10 a.m. and between 7 p.m. and midnight. Such activity, when allowed, shall be done with a hand-held bucket or a hand-held hose equipped with a positive shut-off nozzle. A vehicle may be washed any time at a commercial carwash facility or commercial service station. Further, this activity is exempt from these regulations if the health, safety, and welfare of the public are served by washing the vehicle, such as a truck used to collect garbage or used to transport food and perishables.
- (C) Pools: Use of water to refill, top off or add to any swimming pools, hot tubs or wading pools is prohibited except on designated watering days and hours with the exception of the initial filling of newly constructed pools. (Ordinance 14-015-00, sec. 2, adopted 3/20/14)
- (D) Refilling of public/community swimming pools is permitted only if the pool has been drained for repairs, maintenance, or replacement as outlined in items above.
- (E) Outside water features: Operation of outside water features, such as, but not limited to, fountains, splash pad type fountains or outdoor misting systems, is prohibited, except where such features are used to sustain aquatic life or maintain water quality. (This provision includes fountains associated with aesthetic ponds and swimming pools.)
- (F) Ponds: Ponds used for aesthetic, amenity, and/or stormwater purposes may maintain water levels only as necessary to preserve the integrity of the liner and operating system. City staff may request specific design documentation regarding a pond and the intended purpose.

- (G) Golf courses receiving any amount of treated water from a city utility must develop a drought contingency plan that meets the minimum water reduction target set for Stage 2.
  - (H) Events involving the use of water such as carwashes, festivals, parties, water slides, and other activities involving the use of water are permitted if the water being used drains to a recirculating device or onto a pervious surface to prevent water waste.
  - (I) Restaurants are encouraged to serve water to their patrons only upon request.
  - (J) Fire hydrants: Use of water from fire hydrants shall be limited to firefighting and activities necessary to maintain public health, safety, and welfare. Use of water from designated fire hydrants for construction purposes may be allowed under special conditions and requires a meter; a variance application must be submitted with an explanation of the special conditions.
  - (K) Recreational areas (includes parks and athletic fields): The areas can only be used for designated or scheduled events or activities. Unnecessary foot traffic must be discouraged. Watering must follow a no more than twice per week schedule. A variance can be obtained if watering cannot be completed on the designated two-day schedule.
  - (L) Water waste: The following nonessential uses of water are prohibited at all times during periods in which restrictions have gone into effect:
    - (i) Washing sidewalks, walkways, driveways, parking lots, street, tennis courts, and other impervious surfaces is prohibited except for immediate health and safety;
    - (ii) Washing buildings, houses or structures with a pressure washer or garden hose is prohibited for aesthetic purposes but allowable for surface preparation of maintenance work to be performed;
    - (iii) Flushing gutters or flooding gutters is prohibited except for immediate health and safety;
    - (iv) Controlling dust is prohibited, unless there is a demonstrated need to do so for reasons of public health and safety, or as part of an approved construction plan; and
    - (v) Other uses that waste such running down the gutter are prohibited.
- (d) Wholesale water use restrictions.
- (1) When Leander is utilizing water from a wholesale supplier, and the wholesale supplier has declared Stage 2 restrictions under the wholesale supplier's drought contingency plan, additional water use restrictions, which are mandatory, will also apply.
  - (2) The city will keep wholesale treated water customers informed about demand and current and projected supply conditions. The city will initiate discussions with wholesale treated water customers about potential curtailment and implementation of mandatory measures to reduce all nonessential water uses.
- (e) Requirements for termination.
- (1) Stage 2 of the plan may be rescinded when:
    - (A) Treatment capacity. The water treatment plant capacity condition listed above as a triggering event for Stage 2 has ceased to exist for five consecutive days.
    - (B) Water supply. The LCRA announces that mandatory restrictions by its firm raw water customers are no longer needed in accordance with the LCRA DCP.
  - (2) Upon termination of Stage 2, the city will publicly announce the termination to its customers and notify the LCRA. Notice to the TCEQ is required.
  - (3) Stage 1 becomes operative upon termination of Stage 2.

**Sec. 13.09.013 Stage 3: Severe water shortage conditions (mandatory water conservation measures)**

- (a) Triggers. Customers shall adhere to the Stage 3 drought response measures when one or a combination of such triggering criteria occurs:
  - (1) Treatment capacity.
    - (A) When total daily water demand equals or exceeds 95 percent of the total operating system treatment capacity for three consecutive days, or 97 percent on a single day; or
    - (B) Pump hours per day of 22 hours.

- (2) Water supply.
  - (A) Combined storage of Lakes Travis and Buchanan reaches 600,000 acre-feet, in accordance with the LCRA DCP; or
  - (B) The LCRA board declares a drought worse than the drought of record or other water supply emergency and orders the mandatory curtailment of firm water supplies.
- (b) Reduction targets.
  - (1) System capacity reduction target. Limit daily water demand to no more than 80% capacity for three days or 85% for one day.
  - (2) Water supply reduction target. Achieve a 20% reduction in water use and 17 pump hours per day.
- (c) Mandatory water use restrictions.
  - (1) Supply management measures. In addition to measures implemented in the preceding stages of the plan, affected city water utility systems will explore additional emergency water supply options.
  - (2) Demand management measures. Under threat of penalty, all retail customers are required to further reduce nonessential water uses as follows. All requirements of Stage 2 shall remain in effect during Stage 3, with the following modifications and additions.
    - (A) Irrigation of landscaped areas.
      - (i) Irrigation of landscaped areas with hose-end sprinklers or in-ground irrigation systems shall be limited to no more than the once-weekly watering schedule shown in subsection (ii) below and based on the nature of the current drought or water emergency. Irrigation of recreational areas may apply for a variance but must still develop a schedule where no part of the landscape is watered more than once per week.
      - (ii) Water schedule (once a week for customers):
        - a. Odd-numbered residential addresses: Irrigate only on Wednesdays.
        - b. Even-numbered residential addresses: Irrigate only on Thursdays.
        - c. Commercial and multifamily (including large landscapes such as HOA common areas): Irrigate only on Tuesdays.
        - d. Outdoor watering hours are midnight to 10 a.m. and 7 p.m. to midnight on the designated days. This prohibition does not apply to irrigation of landscaped areas if it is by means of a hand-held hose or a faucet-filled bucket or watering can of five gallons or less.
    - (B) Vehicle washing: Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane, or other vehicle is prohibited. A vehicle can be washed at any time at a commercial carwash facility or commercial service station that recycles its water. Further, this activity is exempt from these regulations if the health, safety, and welfare of the public are served by washing the vehicle, such as a truck used to collect garbage or used to transport food and perishables.
    - (C) Pools: Use of water to refill, top off or add to any swimming pools, hot tubs or wading pools is prohibited except on designated watering days and hours with the exception of the initial filling of newly constructed pools. Public or community swimming pools may be exempt from this prohibition to maintain safe levels of water quality for human contact. (Ordinance 14-015-00, sec. 3, adopted 3/20/14)
    - (D) Golf courses: Golf courses receiving any amount of treated water from a city utility must develop a drought contingency plan in accordance with the city's drought contingency plan and will implement its Stage 3 mandatory restrictions in conjunction with the water provider.
    - (E) Events: Events involving the use of water such as carwashes, festivals, parties, water slides, and other activities involving the use of water are prohibited.
    - (F) Recreational areas (includes parks and athletic fields): The areas can only be used for designated or scheduled events or activities. Unnecessary foot traffic must be discouraged. Watering is prohibited except with a hand-held hose.

- (d) Wholesale water use restrictions.
  - (1) When Leander is utilizing water from a wholesale supplier, and the wholesale supplier has declared Stage 3 restrictions under the wholesale supplier's drought contingency plan, additional water use restrictions, which are mandatory, will also apply.
  - (2) The city will contact its wholesale treated water customers to initiate mandatory measures to control water demand and to ensure capacity for emergency response requirements. Mandatory measures will include the curtailment of nonessential water uses in accordance with the wholesale treated water customer's own drought contingency plan.
  - (3) In addition, if the Stage 3 triggering criteria is based on a water supply shortage, the city will initiate the curtailment of water provided to wholesale treated water customers on a pro rata basis, in accordance with the LCRA DCP.
- (e) Requirements for termination.
  - (1) Stage 3 of the plan may be rescinded when:
    - (A) Treatment capacity. The water treatment plant capacity condition listed above as a triggering event for Stage 3 has ceased to exist for five consecutive days.
    - (B) Water supply. The LCRA announces that mandatory restrictions by its firm raw water customers are no longer needed in accordance with the LCRA DCP.
  - (2) Upon termination of Stage 3, the city will publicly announce the termination to its customers and notify the LCRA. Notice to the TCEQ is required.
  - (3) Stage 2 becomes operative upon termination of Stage 3.

**Sec. 13.09.014 Stage 4: Emergency water conditions**

- (a) Implementation. The city will implement Stage 4 when any one of the selected triggers is reached.
- (b) Triggers. Customers shall adhere to the Stage 4 drought response measures when one or a combination of the following triggering criteria occurs:
  - (1) Treatment capacity.
    - (A) Major water line breaks or pump system failures that cause substantial loss of ability to provide water service.
    - (B) When total daily water demands equal or exceed 100 percent of the total operating system treatment capacity.
    - (C) Pump hours per day of 24 hours.
  - (2) Water supply.
    - (A) Natural or man-made contamination of the water supply source; or
    - (B) Any other emergency water supply or demand conditions that the LCRA general manager or the LCRA board determines that either constitutes a water supply emergency or is associated with the LCRA board declaration of a drought worse than the drought of record.
- (c) Reduction targets. Water use reduction target is less than or equal to 90% of treatment capacity and less than 22 pump hours per day.
- (d) Mandatory water use restrictions. Under threat of penalty for violation, all retail customers are required to reduce nonessential water uses during an emergency. All requirements of Stages 1 through 3 are also in effect during Stage 4, with the following modifications and additions:
  - (1) Irrigation of landscaped areas is prohibited.
  - (2) Use of water from fire hydrants shall be limited to firefighting and activities necessary to maintain public health, safety, and welfare only.
  - (3) No applications for new, additional, expanded, or larger water service connections, meters, service lines, pipeline extensions, mains, or water service facilities of any kind shall be allowed or approved.
- (e) Applicability. Upon declaration of Stage 4, emergency water conditions, water use restrictions outlined in Stage 4 emergency response measures shall immediately apply.
- (f) Wholesale water use restrictions.

- (1) When Leander is utilizing water from a wholesale supplier, and wholesale supplier has declared Stage 4 restrictions under the wholesale supplier's drought contingency plan, additional water use restrictions, which are mandatory, will also apply.
- (2) All requirements of Stage 3 shall remain in effect during Stage 4. Additional measures may be added as needed.
- (g) Utility measures. The city shall visually inspect lines and repair leaks on a regular basis. Flushing is prohibited except for dead-end mains and only between the hours of 9:00 p.m. and 3:00 a.m. Emergency interconnects or alternative supply arrangements shall be initiated. All meters shall be read as often as necessary to insure compliance with this program for the benefit of all the customers.
- (h) Requirements for termination.
  - (1) Stage 4 of the plan may be rescinded when:
    - (A) Treatment capacity. The water treatment plant capacity condition listed above as a triggering event for Stage 4 has ceased to exist for five consecutive days; or
    - (B) Water supply. LCRA announces that mandatory water restrictions for firm water customers are no longer required in accordance with the LCRA DCP.
  - (2) Upon termination of Stage 4, the city will publicly announce the termination to its customers and notify the LCRA. Notice to the TCEQ is required.
  - (3) Stage 3 becomes operative upon termination of Stage 4.

**Sec. 13.09.015 Enforcement; penalty; termination of water service**

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

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

- (2) Notice of first offense. If the city manager or a designee reasonably believes that a person or entity has violated this plan, then a notice of first offense shall be in writing and include the name and address of the alleged offender, a location and description of the alleged offense and a description of the administrative fees for subsequent violations. This notice will be mailed to the alleged offender's utility billing address.
- (3) Notice of second and/or subsequent offense. If the city manager or a designee reasonably believes that a person or entity has violated this plan again subsequent to and within a 12-month period immediately following the date of the preceding offense, then a notice of second offense [will be mailed] containing the same information as described in the preceding subsection and a description of the administrative fee for the offense. This notice will be mailed to the alleged offender's utility billing address.
- (4) Appeal of administrative offense.
  - (A) An alleged offender may appeal an administrative offense as set forth in this article. They request of an appeal shall not suspend or delay an alleged offender's obligation to pay

- current outstanding utility or administrative fees. Upon successful appeal of an offense, the city will refund administrative fees paid by the alleged offender.
- (B) At the designee's discretion an appeal or final review hearing may be conducted by a scheduled telephone conference involving the alleged offender, pertinent city staff, and testifying witnesses. Prior to any telephone conference, each testifying witness's name, address, telephone number, and relationship to the alleged offender shall be submitted to the city manager, along with any or [other] supporting documentation or physical evidence to be considered during the conference. Any unidentified witness or supporting documents and evidence shall be considered during an appeal conference or meeting.
- (C) Within fifteen (15) business days of the date of the notice of offense, an alleged offender may appeal the administrative offense and fee by submitting a written request to the city manager or his designee. Within 15 business days of the receipt of such request, the city manager or his designee shall appoint one or more pertinent hearing officers and schedule an appeal hearing or telephone conference. At the appeal hearing, the alleged offender may present relevant evidence and bear the burden of proof to show by a preponderance of the evidence why he or she should not be held in violation or assessed a fee. The hearing officers shall consider all relevant evidence as presented and render a decision within five (5) business days of the conclusion of the appeal hearing. A copy of the decision shall be mailed to the alleged offender's utility billing address.
- (D) An alleged offender may appeal the hearing decision by submitting a written request to the city manager within five (5) business days of their receipt of the decision. Within five (5) business days of receiving a timely appeal, the city manager or designee shall conduct a final review hearing. At this hearing, the alleged offender may present relevant evidence as described in the preceding subsection. The city manager or designee shall consider relevant evidence and render a written decision within five (5) business days of the conclusion of the final review hearing. A copy of the decision shall be mailed to the alleged offender's utility billing address. The final review hearing decision is final and binding.
- (E) Should the alleged offender fail to attend a scheduled appeal, it is their responsibility to contact the designee within five working days of the scheduled date of the appeal. Failure to do so or the attend the rescheduled appeal for any reason shall constitute a default, render final the administrative offense and associated fee, and further waive the offender's right to an appeal.
- (5) Notices. All notices regarding alleged administrative offenses, including, without limitation, notices of offenses, appeal hearing and final review hearing decisions, shall be in writing and forwarded to the alleged offender via first class mail and/or certified mail, return receipt requested, to the alleged offender's current utility billing address. All notices delivered in this manner shall be deemed as received by the alleged offender within five (5) days of the mailing's postmark.
- (6) Enforcement as criminal violation. Alternatively and at the city manager's discretion, any violation of this article may be enforced as a criminal violation in accordance with subsection (b) below.
- (c) Criminal penalty. Any person who shall violate any of the provisions of this article, or shall fail to comply therewith, or with any of the mandatory requirements thereof, within the city limits shall be deemed guilty of an offense and shall be liable for a fine not to exceed the sum of two thousand dollars (\$2,000.00). Each day the violation exists shall constitute a separate offense. Such penalty shall be in addition to all the other remedies provided herein.
- (d) Termination of water service; reconnection charge. The city manager or his/her designee shall, upon due notice to the customer, be authorized to discontinue water service to the premises where such violations occur in accordance with this section. Services discontinued under such circumstances shall be restored only upon payment of a reconnection charge, hereby established at \$1,000.00, and any other costs incurred by the city in discontinuing service. In addition, suitable assurance must be given to the city that the same action shall not be repeated while the plan is in effect. Compliance with this article may also be sought through injunctive relief in the district court.
- (1) Emergency termination. If an officer charged with enforcement of this article determines that a violation of this article constitutes an immediate threat to the public health, safety and welfare, and the owner, occupant, or person in control of the property (the "responsible party") is absent or

fails to immediately remedy the violation, the officer may terminate water services to such property. The city manager shall hold a hearing within 72 hours after termination of service to determine whether the responsible party violated this article, unless a later hearing date is requested by the responsible party or the responsible party is unable to be located, in which case the hearing shall be held as soon as possible. Promptly after terminating service, the officer charged with enforcement of this article shall give the responsible party written notice of the termination and hearing in compliance with TAC, title 30, section 291.88(b), by personal delivery or posting notice of the hearing on or near the front door of each building on the property. If it is determined at the hearing that the responsible party did not violate this article, the responsible party's utilities shall be immediately reconnected without charge to the responsible party.

- (2) Nonemergency termination. An officer charged with enforcement of this article who determines that a violation of this article is present may seek termination of wastewater [water] service to the property at which the violation is present after notice and hearing as provided in this subsection. The officer charged with enforcement of this article shall give written notice of the violation of this article to the responsible party and the requirement that the violation be remedied within ten (10) days or water service will be disconnected, such notice to comply with TAC, title 30, section 291.88(a). If the responsible party fails to remedy the violation within the time specified in the notice, the officer charged with enforcement of this article may terminate water service. The responsible party may request a hearing by the city manager regarding termination of service. Written notice of the time and date of the hearing shall be given to the responsible party at least ten days before the hearing date. Notices required by this subsection shall be delivered to the responsible party by in-person service, [or] by letter addressed to the responsible party at his/her post office address.
  - (3) Determination at hearing; appeals. If the city manager determines at a hearing held under subsection (1) or (2) above that the responsible party did not violate this article, the responsible party's utilities shall be immediately reconnected without charge to the responsible party. If it is determined that the responsible party violated this article, as appropriate, water service shall not be reconnected until the responsible party remedies the violation of this article and pays all required reconnection fees. The city manager's decision may be appealed to the city council in writing within ten days of the city manager's decision.
- (e) Responsibility for violation. Any person, including a person classified as a water customer of the city, in apparent control of the property where a violation occurs or originates shall be presumed to be the violator, and proof that the violation occurred on the person's property shall constitute a rebuttable presumption that the person in apparent control of the property committed the violation, but any such person shall have the right to show that he/she did not commit the violation. Parents shall be presumed to be responsible for violations of their minor children, and proof that a violation, committed by a child, occurred on property within the parent's control shall constitute a rebuttable presumption that the parent committed the violation, but any such parent may be excused if he/she proves that he/she had previously directed the child not to use the water as it was used in violation of this article and that the parent could not have reasonably known of the violation.

#### **Sec. 13.09.016 Variances**

- (a) The city manager or his designee may grant variances:
- (1) From specific applications of the outdoor water schedule, providing that the variances do not increase the time allowed for watering but rather alter the schedule for watering; and
  - (2) Allowing the use of alternative water sources (i.e., groundwater, reclaimed wastewater) that do not increase demand on potable water sources for outdoor use. Variance requests may be submitted to staff and need not meet the requirements of subsection [(b)] below.
- (b) The city manager or his/her designee may, in writing, grant temporary variance for existing water uses otherwise prohibited under this plan if it is determined that failure to grant such variance would cause an emergency condition adversely affecting the health, sanitation, or fire protection for the public or the person requesting such variance and if one or more of the following conditions are met:
- (1) Compliance with this plan cannot be technically accomplished during the duration of the water supply shortage or other condition for which the plan is in effect.

- (2) Alternative methods can be implemented which will achieve the same level of reduction in water use.
- (c) Persons requesting an exemption from the provisions of this article shall file a petition for variance with the city within 5 working days after the plan or a particular drought response stage has been invoked. All petitions for variances shall be reviewed by the city manager, or his/her designee, and shall include the following:
  - (1) Name and address of the petitioner(s);
  - (2) Purpose of water use;
  - (3) Specific provision(s) of the plan from which the petitioner is requesting relief;
  - (4) Detailed statement as to how the specific provision of the plan adversely affects the petitioner or what damage or harm will occur to the petitioner or others if the petitioner complies with the plan;
  - (5) Description of the relief requested;
  - (6) Period of time for which the variance is sought;
  - (7) Alternative water use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of this plan and compliance date; and
  - (8) Other pertinent information.
- (d) Variances granted by the city shall be subject to the following conditions, unless waived or modified by the city manager or his/her designee:
  - (1) Variances granted shall include a timetable for compliance.
  - (2) Variances granted shall expire when the plan is no longer in effect, unless the petitioner has failed to meet specified requirements.
- (e) No variance shall be retroactive or otherwise justify any violation of this plan occurring prior to the issuance of the variance.

Appendix D: Regional Water Planning Group Notification

*Placeholder for Regional Planning Group Notification Letters*



Appendix E: Water Conservation Plan Adoption Ordinance

*Placeholder for Adoption Ordinance*



# Tap and Impact Fees

**Effective for Properties Platted After May 3, 2012**

## All Uses except Residential

METER SIZE	LUE	CIF(Water)	CIF(Sewer)
5/8 – inch	1.0	\$3880.00	\$1615.00
¾ - inch	1.5	\$5820.00	\$2422.50
1 – inch	2.5	\$9700.00	\$4037.50
1 ½ -inch	5.0	\$19400.00	\$8075.00
2 – inch	8.0	\$31040.00	\$12920.00
3 – inch	16.0	\$62080.00	\$25840.00
4 – inch	25.0	\$97000.00	\$40375.00
6 – inch	50.0	\$194000.00	\$80750.00
8 – inch	80.0	\$310400.00	\$129200.00
10 – inch	115.0	\$446200.00	\$185725.00

## Residential Uses

Dwelling Type	UNITS	LUE	CIF(Water)	CIF(Sewer)
Single-Family	Per Housing Unit	1.0 *	\$3880.00	\$1615.00
Two-Family	Per Resident Unit	0.7 *	\$2716.00	\$1130.50
Three-Family	Per Resident Unit	0.6 *	\$2328.00	\$969.00
Multi-Family	Per Resident Unit	0.5 **	\$1940.00	\$807.50

**\* For 5/8 inch meter per unit**

**\*\* Regardless of water meter size**

## Water Tap Fees

(A) Where service lines must be installed and a water meter set by the City, the tap fee(s) shall be:

METER SIZE	TAP FEE & CHARGE
5/8 – inch	\$840.00
¾ - inch	\$940.00
1 – inch	\$800.00 + cost of meter
1 ½ - inch	\$1,050.00 + cost of meter
2 – inch	\$1,300.00 + cost of meter
3 – inch and above	At cost

All installations requiring a street cut shall require an additional \$1000.00 fee for a two lane roadway and \$500.00 for each additional lane thereafter.

Boring to streets shall be done at cost.

(B) Where service lines have been installed and the City is only required to inspect the connection and install a water meter, the tap fee shall be:

Meter Size	Tap Fee and Charge
5/8 – inch	\$340.00
¾ - inch	\$415.00
1 – inch	\$225.00 + cost of meter
1 ½ - inch	\$250.00 + cost of meter
2 – inch	\$275.00 + cost of meter
3 – inch and above	\$300.00 + cost of meter

The fees included herein are also exclusive of the cost of backflow prevention devices, which shall be install and tested at the customer's expense, when and as required by the City of Leander.

## Wastewater Tap Fees

(A) Where service lines must be installed by the City, the tap fee shall be \$750.00. All installations requiring a street cut shall require an additional \$850.00 fee for a two-lane roadway and \$425.00 for each additional lane.

(B) Boring to streets shall be done at cost.

(C) Where service lines have been installed, and the City is only required to inspect the connection, the tap fee shall be \$100.00.



**Executive Summary**

**June 4, 2015**

**Agenda Subject:** Consideration and possible action on a Municipal Boundary Change Agreement with the City of Jonestown to change the boundaries of the cities as they apply to the property described as 18.737 acres, more or less, located in the J.A. Yarbo Survey No. 421, Abstract 840, Travis County, Texas

**Background:** The 18.737 acres is owned by Travisso and the zoning assigned by the City of Jonestown is limited to five acre lots. Travisso would prefer zoning in line with their PUD and would prefer that their development be located in the same taxing entity. Jonestown consented to this boundary agreement contingent on approval of the interlocal agreement for water and wastewater services

**Origination:**

**Recommendation:** Staff recommends approval of the Municipal Boundary Change Agreement with the City of Jonestown.

**Attachments:** Boundary Adjustment Map

**Prepared by:** Kent Cagle

State of Texas        )(

County of Travis     )(

**MUNICIPAL BOUNDARY CHANGE AGREEMENT**

**Recitals**

Section 43.031 authorizes adjacent municipalities to make mutually agreeable changes in their boundaries of areas that are less than 1000 feet in width; and

The cities of Leander and Jonestown, each of which are located Travis County, share common boundaries and are therefore adjacent; and

There is a tract of land comprising 18.737 acres, more particularly described below, that is so located and is so configured that it is less than 1000 feet in width in relation to the common boundaries of the two cities; and

The City Council of the City of Jonestown and the City Council of the City of Leander are of the opinion that a change in their boundaries, as hereafter described, is in the best interests of the citizens of both municipalities;

**Agreement**

The City Council of the City of Leander and the City Council of the City of Jonestown hereby agree that in consideration of the mutual covenants herein described and the corresponding benefit to the citizens of both cities, hereby agree to change and adjust their mutual boundaries so that the following tract of land shall hereafter lie within the corporate limits of the City of Leander rather than the corporate limits of the City of Jonestown:

18.737 acres, more or less, located in the J.A. Ybarbo Survey No. 421, Abstract 840, Travis County Texas, as shown on Exhibit A attached hereto and incorporated herein for all purposes.

This Agreement shall become effective on the date of execution of this Agreement by the last City so executing.

**CITY OF LEANDER, TEXAS**

**CITY OF JONESTOWN, TEXAS**

\_\_\_\_\_  
Chris Fielder, Mayor

\_\_\_\_\_  
Deane Armstrong, Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Attest:**

**Attest:**

\_\_\_\_\_  
Debbie Haile, City Secretary

\_\_\_\_\_  
Rachel Austin, City Secretary

**THE STATE OF TEXAS           §**

**COUNTY OF TRAVIS           §**

          This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by Chris Fielder, Mayor of the City of Leander, Texas.

\_\_\_\_\_  
Notary Public Signature

**THE STATE OF TEXAS           §**

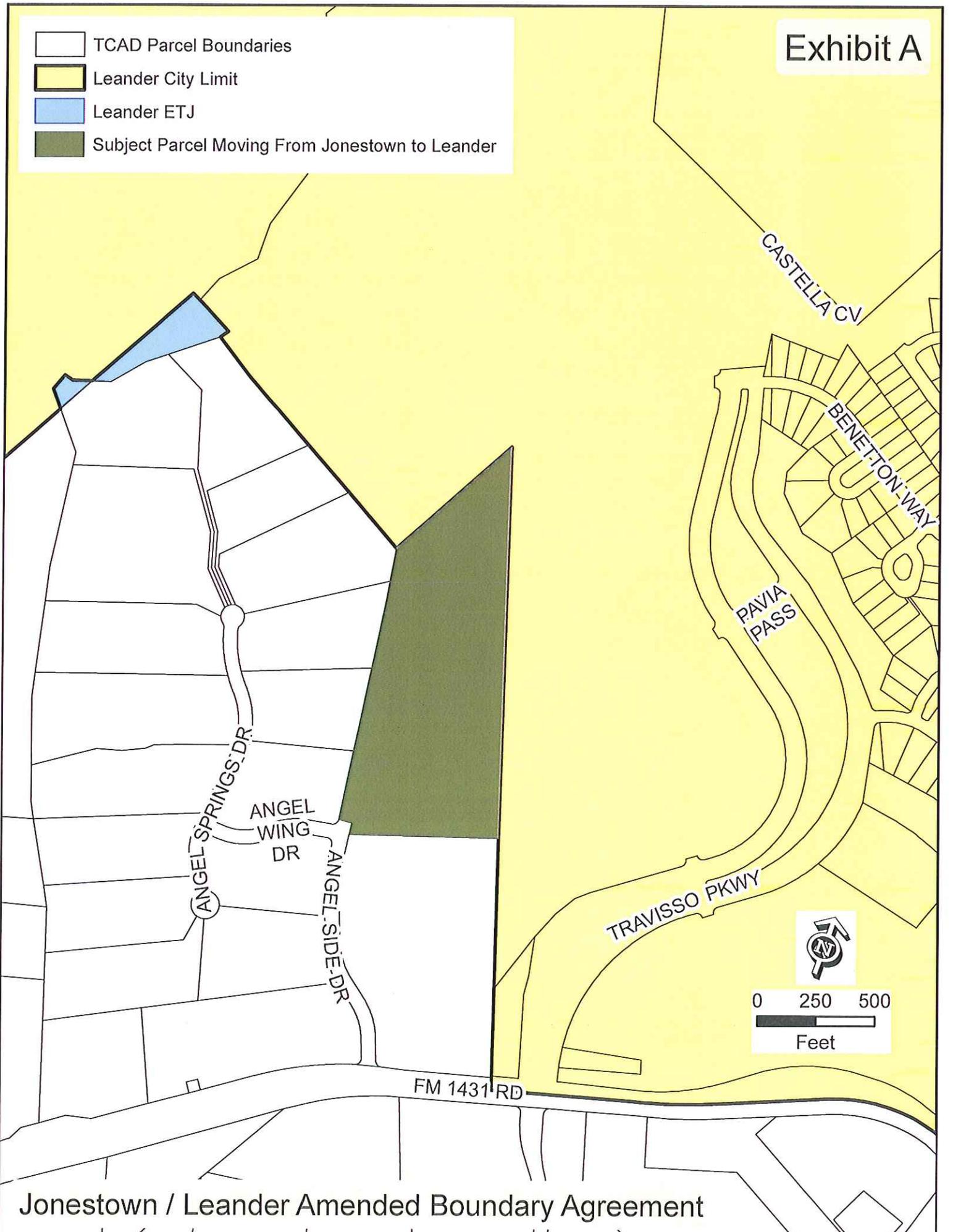
**COUNTY OF TRAVIS           §**

          This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by Deane Armstrong, Mayor of the City of Jonestown, Texas.

\_\_\_\_\_  
Notary Public Signature

# Exhibit A

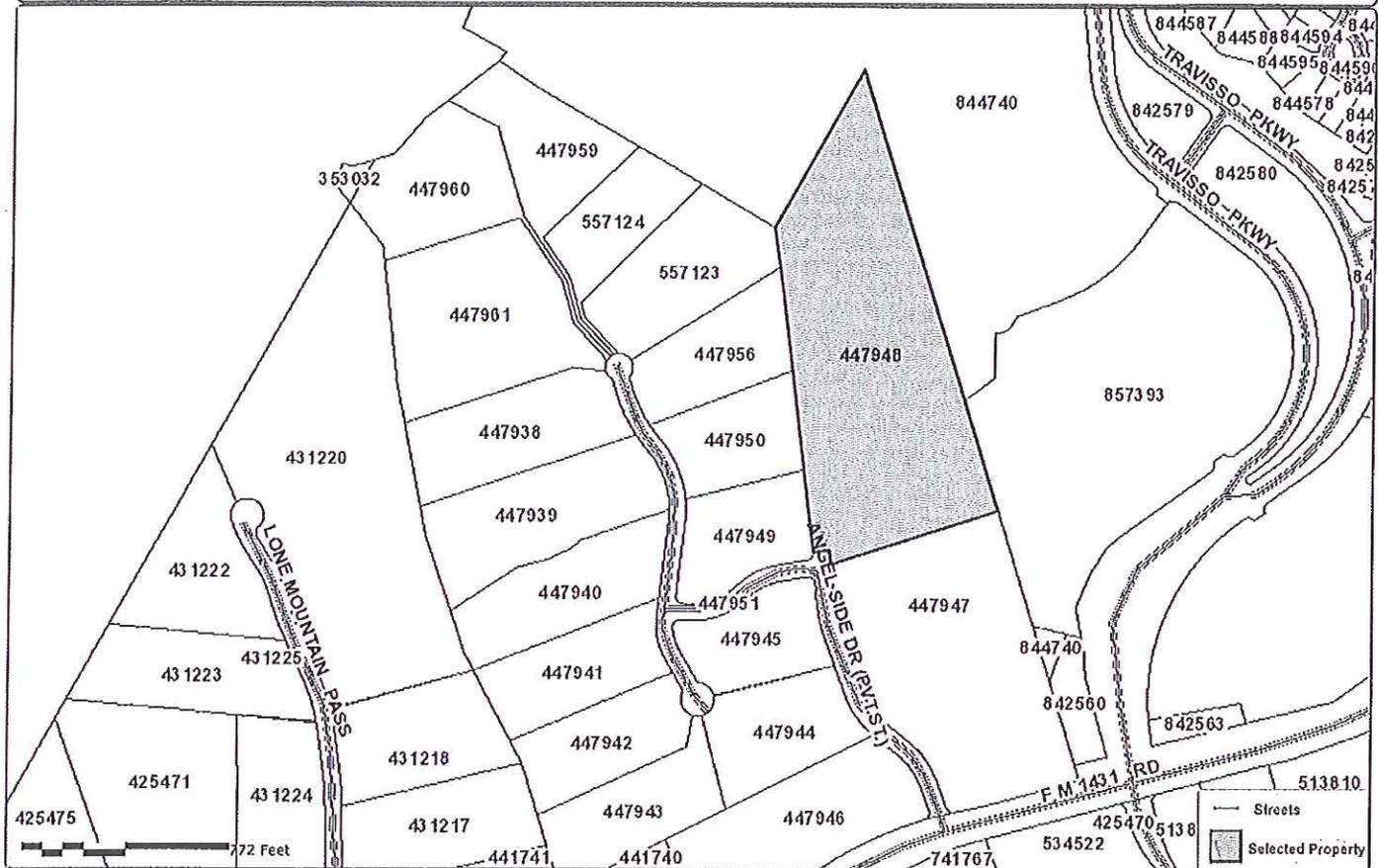
-  TCAD Parcel Boundaries
-  Leander City Limit
-  Leander ETJ
-  Subject Parcel Moving From Jonestown to Leander



Jonestown / Leander Amended Boundary Agreement

# Exhibit A - Page 2

## Travis CAD - Map of Property ID 447948 for Year 2015



### Property Details

#### Account

Property ID: 447948  
 Geo ID: 0500530111  
 Type: Real

Legal Description: ABS 840 SUR 421 YBARBO J A ACR 18.737 [1-D-1W]

#### Location

Situs Address: F M RD 1431 TX 78641  
 Neighborhood: Land Region 145  
 Mapsco: 371N  
 Jurisdictions: 03, 68, 0A, 2J, 41, 69, 50

#### Owner

Owner Name: TAYLOR MORRISON OF TEXAS INC  
 Mailing Address: ATTN; MR TIM TOWELL, 806 LAS CIMAS PKWY STE 350, AUSTIN, TX 78746

#### Property

Appraised Value: \$958.00

<http://propaccess.traviscad.org/Map/View/Map/1/447948/2015>

powered by  
**PropertyACCESS**  
 www.trueautomation.com

Map Disclaimer: This tax map was compiled solely for the use of TCAD. Areas depicted by these digital products are approximate, and are not necessarily accurate to mapping, surveying or engineering standards. Conclusions drawn from this information are the responsibility of the user. The TCAD makes no claims, promises or guarantees about the accuracy, completeness or adequacy of this information and expressly disclaims liability for any errors and omissions. The mapped data does not constitute a legal document.



**Executive Summary**

**June 4, 2015**

**Council Agenda Subject:** Consider Action Relating to the Pedernales Electric Cooperative, Inc. 2015 Election For Directors District 1, 6, and 7.

**Background:** The 2015 PEC Annual Meeting will be held on Saturday, June 20, 2015 at the Leander ISD South Performing Arts Center at Cedar Park High School, 2150 Cypress Creek Road, Cedar Park. Registration and voting will be from 8:30 a.m. to 10:00 a.m. The business meeting begins at 10:30 a.m. PEC's Board is composed of seven individually-elected directors serving three-year staggered terms. District 1, 6, and 7 are on the ballot this year.

**Origination:** Robert G. Powers, Finance Director

**Financial Consideration:** none

**Recommendation:** n.a.

**Attachments:** Ballot Information

**Prepared by:** Robert G. Powers, Finance Director

# POWER OF COMMUNITY - PEDERNALES ELECTRIC COOPERATIVE



**Cristi Clement**  
*District 1  
Director/Secretary-Treasurer  
Cristi.Clement@peci.com*

[More »](#)



**Emily Pataki**  
*District 2 Director  
Emily.Pataki@peci.com*

[More »](#)



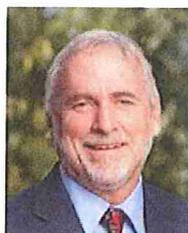
**Kathryn Scanlon**  
*District 3 Director/Vice  
President  
Kathryn.Scanlon@peci.com*

[More »](#)



## PEC Board of Directors District Maps

[Download PEC's Board district maps](#)



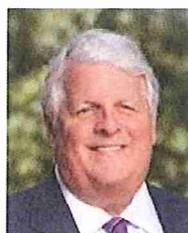
**Chris Perry**  
*District 4 Director  
Chris.Perry@peci.com*

[More »](#)



**James Oakley**  
*District 5 Director  
James.Oakley@peci.com*

[More »](#)



**Larry Landaker**  
*District 6 Director  
Larry.Landaker@peci.com*

[More »](#)



**Dr. Patrick Cox**  
*District 7  
Director/President  
Patrick.Cox@peci.com*

[More »](#)

**Election ID:**  
171349  
**Election Password:**  
35YWJ3

**Voting Instructions**

**Three Options to Cast Your Vote - If you are unable to vote in person at the Annual Meeting, you must cast your ballot online or by mail before June 12, 2015.**

**Voting Online:**

- Go to [directvote.net/pec](http://directvote.net/pec) to access the login page of the 2015 Pedernales Electric Cooperative election.
- The **Election ID** and **Election Password** you will need to log in are on this paper ballot.
- Online voting begins May 21, 2015 and ends June 12, 2015 at 11:59 p.m. CDT.

**Voting by Mail:**

- Mark your selections by completely filling in the circle below next to your choice (example ●) with a No. 2 pencil or blue or black pen.
- Detach ballot and place in the enclosed postage-paid return envelope. Mail to PEC Election, C/O Survey & Ballot Systems, P.O. Box 46430, Eden Prairie, MN 55344-9876.
- **DO NOT MAIL YOUR BALLOT TO PEDERNALES ELECTRIC COOPERATIVE.**

**Voting in Person at the PEC Annual Meeting:**

- The PEC Annual Meeting will be held Saturday, June 20, 2015 at the Leander ISD South Performing Arts Center in Cedar Park, Texas. Registration begins at 8:30 a.m. and the business meeting starts at 10:30 a.m. Voting will be open from 8:30 a.m. to 10:00 a.m. If you have voted online or by mail, you cannot vote in person.
  - **DO NOT BRING MAIL BALLOTS TO ANNUAL MEETING.**
- If you need a replacement ballot or have any problems voting online, please call toll free (866) 909-3549 Monday through Friday, 8 a.m. – 5 p.m. CDT or email [support@directvote.net](mailto:support@directvote.net).

\*\*\*\*\*AUTO\*\*5-DIGIT 78646

247802  
CITY OF LEANDER  
MS DEANN WELLS  
PO BOX 319  
LEANDER TX 78646-0319



PLEASE DETACH BEFORE RETURNING BALLOT



**Pedernales Electric Cooperative, Inc.**  
**Official 2015 Election Ballot and Annual Meeting Notice**

At PEC, you have a voice and a vote. A distinctive part of the cooperative difference is that we are democratically controlled by our members. We embrace democracy through our annual elections, in which PEC members nominate and elect other members to serve as directors.

The 2015 PEC Annual Meeting will be held on Saturday, June 20, 2015, at the Leander ISD South Performing Arts Center at Cedar Park High School, 2150 Cypress Creek Road, Cedar Park.

Join us for PEC business updates, Board election results and door prizes. Member voting for three director positions will conclude at the meeting.

- Saturday, June 20, 2015, 10:30 a.m.
- 8:30 a.m. - 10:00 a.m. – Registration and Voting
- 10:30 a.m. – Business Meeting Begins
- Cedar Park High School's Leander ISD South Performing Arts Center, 2150 Cypress Creek Road, Cedar Park, TX

**Annual Meeting Door Prizes\***

- Home Theater Package
- Energy-Efficient Smart TV
- Touchscreen Laptop
- \$100 Gift Cards

\* Eligibility for door prizes: Members must register in person prior to 10:00 a.m. at the PEC Annual Meeting. Must be present to win. Only one prize per registered member may be awarded. PEC directors, director candidates, employees, and their spouses and dependents are not eligible. All door prizes are subject to terms and conditions as disclosed at the time of the award.

*Note: You are welcome to vote online or through the mail. You do not have to attend the 2015 PEC Annual Meeting to vote.*

DO NOT CUT	MARKING INSTRUCTIONS	DO NOT CUT
<ul style="list-style-type: none"> <li>• Use black or blue ink or No. 2 pencil only.</li> <li>• Fill circles completely.</li> </ul>	<ul style="list-style-type: none"> <li>• Erase changes cleanly.</li> <li>• Make no stray marks on this form.</li> </ul>	<p style="text-align: center;"><b>Correct Mark</b></p> <p style="text-align: center;">○ ● ○</p> <p style="text-align: center;"><b>Incorrect Marks</b></p> <p style="text-align: center;">✓ ⊗ ⊖</p>

Director District 1	Director District 6	Director District 7
<p><b><i>Vote for only one (1) Candidate:</i></b></p> <p><input type="radio"/> Cristi Clement</p> <p><input type="radio"/> Mark Axford</p>	<p><b><i>Vote for only one (1) Candidate:</i></b></p> <p><input type="radio"/> Max Hosford</p> <p><input type="radio"/> Paul Graf</p> <p><input type="radio"/> Larry Landaker</p>	<p><b><i>Vote for only one (1) Candidate:</i></b></p> <p><input type="radio"/> Douglas Kadjar</p> <p><input type="radio"/> Jeff Barton</p> <p><input type="radio"/> Amy Lea SJ Akers</p>



## 2015 Board of Directors Election Candidate Information

Board candidates assume all responsibility for content submitted to PEC, which appears exactly as submitted. PEC takes no position on issues and expresses no preference for any candidates.

### Director District 1

#### Board Position: Director District 1

**Cristi Clement**

**Town: Marble Falls**



It has been my privilege to serve YOU as District 1 Director since 2009. With your continued support I will continue our work: The Building of our "new" PEC.

The past six years have resulted in monumental reforms and improvements within PEC. I willingly invested my time, energy and tenacity on your behalf to dig in, sort out and help deliver results. None of this was easy to do.... but such reforms were essential to rebuild PEC, move into the 21<sup>st</sup> century and erase the scars of past leadership failure. Paramount was the restoration of trust with YOU, our Members, our great employees, our peer cooperatives and the general public.

**# 1) INITIALLY WE STABILIZED THE BUSINESS:**

Together we created a business structure with essential functions. We delivered the first budget, the first internal audit, new policies for open meetings, open records, open elections. We launched the first Whistleblower program, set the first Energy Efficiency and Renewable Energy goals, first Strategic Plan, and the first Directors' Code of Conduct and Ethics policy. We enacted

the first Bad Debt Collection policy. Most importantly, we established policy for PEC's first recurring distribution of Capital Credits back to YOU. Eligible members like you have received over \$68M in cash since 2009. The NEW NORM!

**#2) WE STRENGTHENED LEADERSHIP AND WORK PROCESSES:**

We recruited top notch executive leadership: new Chief Executive Officer, new Chief Financial Officer and our very first Chief Information/Technology Officer. Our executive leadership team is innovative, energetic and busy laying out new initiatives. Our employees are dedicated, conscientious, well compensated and committed to serving YOU with excellence. PEC systems reliability performance rating continues to be one of the highest in the nation at less than 1 hour outage per year per member. Your Member Equity Increased from 17% to a healthier range of 35%-42% and holding, while affirming a sterling AA- bond rating.

**#3) EMPOWERED YOU MEMBERS AND BUILT TRUST:**

The whole PEC culture is transforming. Every Board Meeting and Committee Meeting has been held in open session since 2008. (Executive sessions are held only if sensitive matters are addressed.) All votes occur in open session. YOU have access to PEC policies, reports and other data at [www.pec.coop](http://www.pec.coop). PEC is in midst of a Cost of Service Study and Rate Design. Many Members attended the Open Forums and offered valuable ideas for new rate types. YOU have expressed overwhelming satisfaction with PEC's open elections process. Transparency in your PEC is protected in YOUR Member Bill of Rights. PEC is recognized nationally as a success story for member-led reform. YOU have a voice and YOUR PEC listens.

**#4) SECURED A PROMISING FUTURE FOR ALL PEC MEMBERS:**

Your "new" PEC is fiscally solid. Operational efficiencies continue to lower controllable costs in spite of unprecedented growth along the I-35 corridor. You may have noted recent downward rate adjustments on your bill. There are more to come. When our new rate design is adopted, YOU will find several NEW CHOICES to make it easier to manage your energy costs. We are diversifying PEC's energy portfolio to find lower-cost energy. Our recent decision to expand renewable energy solutions holds promise. Incorporating Renewables can reduce water consumption associated with traditional generation methods.

**#5) MY COMMITMENT TO PEC:**

I am fiercely loyal to PEC and to YOUR democratic control of our coop. I work hard for YOU and am tenacious in supporting PEC's good business practices. **Our primary mission is to serve our communities by providing excellent member services, and safe and reliable energy at a competitive price. YOU are my focus.**

I have no conflicting business interests.

My formal education and career training experiences helped develop my decision-making ability and at PEC, I always consider "Is this good for YOU, our Members?" Cooperatives do differ from investor-owned, for-profit utilities. PEC must serve all Members fairly, as we're all in this together. This is our strength.

**I believe the cooperative model is relevant to our 21<sup>st</sup> century. I NEED YOUR SUPPORT TO CONTINUE OUR WORK!!**

**Experience:**

I served 24+ years as an U.S. Air Force civilian Contracting Officer in support of aerospace programs and facilities infrastructure in U.S. and Europe. I held a higher than Top Secret security clearance. Prior to my Air Force career, I spent 13 years as a systems analyst/programmer for Union Equity Cooperative Exchange, a six-state regional commodities cooperative involved in international trading and grain exports.

**Education:**

B.A degree with honors from University of Oklahoma

M.A. with honors, Procurement/Acquisition Management Webster University, St. Louis

Achieved the Credentialed Cooperative Director designation and earned the Advanced Board Leadership Certificate

**Personal:**

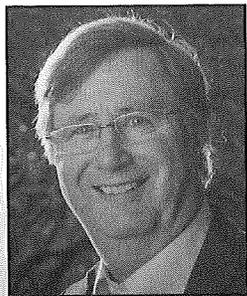
Reside in Marble Falls with my husband, Doug Moore. We have been PEC members for almost 15 years. More information @ [www.cristiclement.com](http://www.cristiclement.com).

# Director District 1

Board Position: Director District 1

Town: Burnet

## Mark Axford



Mark Axford is a proud family man, fiscal conservative and successful small business owner with more than 30 years of experience in the electric power industry. He and his wife Trixie live in Burnet where they are active in the local community and Trixie serves as a Precinct Chair for the Republican Party. They are strong supporters of wounded military veterans and volunteer at the "Heroes Night Out" program in Cedar Park. They are also members of the Hill Country 100 Club supporting law enforcement, firefighters and first responders.

In 2001, Mark started his independent consulting business focused on electric power. His success and leadership on power generation technology and competitive markets has helped customers in Texas and around the US. Before starting his own business, Mark worked as an engineer, designer, and senior manager at General Electric (GE).

Mark has never run for office. He decided to throw his hat into the ring after talking to friends, neighbors, and local community leaders who share his commitment to low cost electricity and holding PEC accountable to its customers.

### **Pledge to Members – Lower the price of Electricity**

***"As your voice on the PEC Board,  
I will fight to lower the price you pay for electricity."***

Mark's top priority is to lower the price you pay for electricity...period! Currently, PEC members pay some of the highest electric rates in Texas. A free market proponent, Mark will fight for real solutions such as consumer choice and competition. About 70% of Texans now benefit from choosing their own electric provider but not at PEC. The current District 1 Director at PEC has blocked and stifled every attempt to consider competition and consumer choice as a solution. Consequently, PEC members have been denied a say in this matter. The result is a monopoly lacking the rigor and discipline that competition brings to any business. There is no intensity or passion at PEC to deliver electricity at the true market price. Mark believes residents should have a stronger voice in the process. PEC must reset its priorities and actually do what PEC was set up to do – deliver electricity at the lowest possible price.

### **Other Priorities for the PEC:**

**Transparency** -Too much decision-making at PEC goes on behind closed doors in "executive sessions." Important discussions go unrecorded and hidden from members. High price contracts are signed for the purchase of electricity and other services with a "confidentiality clause" baked into the contract. Mark will fight to put strict limits on "executive sessions" and end the back-room dealing. Members deserve to know how PEC operates and spends your money.

**Fiscal Responsibility & Accountability** -There is too much travel by PEC board members and executives for conventions, seminars and "fact finding" junkets. This is a waste of your money! To fix this ongoing problem, Mark will propose travel restrictions and more web-based training and education. Unavoidable travel should have a one-word theme: FRUGAL. The detailed expense reports of each director and senior manager should be posted monthly on the PEC website. This will save PEC money and force more accountability.

**Economic Development** -Like residential members of PEC, businesses are also members. By lowering the cost of electricity, PEC can attract energy intensive and high tech businesses to our region. Many businesses are frustrated with the high cost of electricity from Austin Energy and would welcome a lower rate at a nearby PEC location. PEC must bring down the cost of electricity and do a better job of working with local community leaders to win these jobs and help grow our economy.

### **Mark Axford -Family & Business Background**

Mark wasn't born in Texas, but got here as quickly as he could. He was raised in Buffalo and graduated from Clarkson College of Technology. In 1974, Mark began his professional career as a natural gas compressor designer for Dallas based Dresser Industries. He later worked at Stewart & Stevenson Inc., a leading manufacturer of power generation equipment, and General Electric before starting his electric power consulting business in 2001.

Since 2001, Mark has consulted to more than 180 clients, providing advice on power generation equipment, analysis of new technology and forecasts for the electrical power markets. He has written technical and business articles for leading energy publications and has been quoted by the Wall Street Journal, Financial Times, Houston Chronicle and other news outlets.

Mark & Trixie are proud to call the Texas Hill Country their home and enjoy spending time with their five children and three grandchildren. Trixie is an avid gardener and professional magician. In fact, she's President of the Texas Association of Magicians!

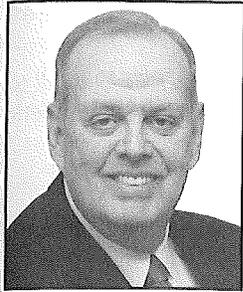
Mark believes that a good leader is a good listener. If you have any questions about Mark or where he stands on the issues, please call him at 512-662-1921. [www.AxfordForPEC.com](http://www.AxfordForPEC.com)

## Director District 6

Board Position: Director District 6

Town: Fischer

### Max Hosford



Max Hosford and his wife Pam have been residents of Comal County, specifically District 6, since 1999. Pam initially was a volunteer at the Tye Preston Memorial Library and was hired in 2010 as a Library Assistant. They have been active members of St. Thomas the Apostle Catholic Church in Canyon Lake since 1999.

Mr. Hosford has a broad level of executive experience with over 35 years in the real estate industry. He was a business owner in the United States and in Russia providing real estate services to developers, lenders and government agencies.

Graduating from the University of Houston in 1975 with a Bachelor of Science degree in Technology his core studies were in Construction Management. He worked in the Engineering field as a Senior Project Scheduler overseeing the construction process of a power facility in Oklahoma and the design and construction of offshore drilling platforms. In 1977 his career path was redirected into the real estate industry.

With over 35 years of experience in real estate Mr. Hosford has worked for international firms in Senior Management positions with Grubb & Ellis, Hines Interest, and Hines Eurasia. He was Director of Asset Management for PPF Real Estate Russia, a Czech Republic based organization. A founding Partner with Lone Star Ventures, he was accountable for two (2) Class-A industrial developments in Moscow and Kazakhstan. In 2012 started HPS Asset Management working with owner/developers to locate financing for various projects. Currently works with Panorama International as Director of Finance responsible for global real estate fund sourcing.

Throughout his career Mr. Hosford has had P&L responsibility for real estate projects and organizations where he had direct day to day fiscal oversight. While working in the international market, he worked with local government agencies and utility engineers in the development of power needs and source plans for commercial and residential developments.

Hosford previously served on the Board of Big Brothers/Big Sisters in Russia; was a 2 term President of Board of Governors for Moscow Country Club; founded the Building Owners and Managers Association (BOMA) Russia Chapter as well as served on numerous real estate committees domestically and internationally.

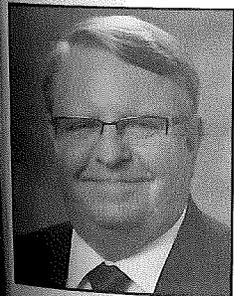
Mr. Hosford is eager and excited for the opportunity to represent District 6 on the PEC Board. He looks forward to being the conduit of information to District 6 regarding long term growth plans as well as utility economies and efficiencies.

## Director District 6

Board Position: Director District 6

Town: Spring Branch

### Paul Graf



Paul Graf lives in western Comal County in Spring Branch with Debi, his wife of 46 years. They have lived in the area for over a decade. He is a native Texan, fiscally conservative and a registered Texas Professional Engineer. Paul wants to serve PEC customers/members and employees because of his unique experience in and knowledge of the electrical power industry. He "grew up" in the power business receiving a scholarship from the electric company serving south Texas to attend Texas A&I University in Kingsville. There Graf received a BS in Electrical Engineering, graduating Summa Cum Laude. He began his career as a transmission planner and progressed through the ranks working in and managing practically all areas of engineering and customer service, along with the ERCOT relationship. The corporation saw his potential and sent him to several business schools within Texas and in Michigan to learn the financial side of the business including rate making and its impacts, financing, financial analysis, project management, and contract negotiation. Graf also was an expert witness at the PUC of Texas for the corporation on several occasions. He finished his 30 year utility employment as a senior executive in an international power company where he developed projects, managed risks, and served on Boards for international business investments totaling approximately \$10 billion. Graf continues today to stay active as a management and energy consultant. He has consulted for investor owned utilities, municipal utilities, cooperatives, water companies, and many small businesses. Graf understands all aspects of the electric utility business. He will know which questions to ask to make sure PEC stays accountable to its members and employees.

#### Graf's top priorities for PEC will be:

- Lower electric rates and increase economic development to provide a better income base for the Coop
- Greatly expand transparency to the members
- Manage risks and provide checks and balances
- Tools and training to expand employee horizons

**Lower rates and economic development**—PEC's rates are among the highest in the state. Some of the neighboring utilities have rates at least 20% lower. Low rates and economic development go hand-in-hand. The best form of economic development is to offer businesses and families competitive rates. Texas will continue to experience explosive growth in the next several years, especially along the IH-35 corridor. PEC needs to reduce rates down to a level that will lure some of the lucrative businesses that are considering Texas.

**Greatly expand transparency**—Executive sessions at PEC board meetings are unnecessarily long and contain business more suited to a public session. Other industry executive sessions are almost always reserved for real estate transactions, personnel matters, or sensitive contract issues. Graf will work to limit executive sessions to only those appropriate matters and have all other business matters conducted in open sessions.

**Manage risks and provide checks and balances**—The PEC board would be far better served, as would the members and employees, if there were more checks and balances. For example, the board can currently unilaterally set electric rates without oversight of the Texas Public Utilities Commission. Graf will work to make sure proper controls are in place to avoid theft, money laundering and fiduciary misapplication of proper funds of the PEC Coop.

**Tools and training to expand employee horizons**—Graf believes the best distinction and resource of PEC are its employees. He will work to insure employees are provided with tools to work safely, to reach their full potential and personal goals, and provide excellent service to members.

**Beside Graf's extensive experience in the electrical power industry he:**

- Serves as a volunteer appointed Commissioner on the Board of the Comal County Emergency Services District #4.
- Serves as a volunteer on the board of a large non-profit with a \$6 million budget that provides emergency services in 216 square miles in Comal County, benefiting over 35,000 residents.
- Serves as volunteer President of the Bulverde Spring Branch Emergency Services Council that coordinates activities and expenditures across several of the ESD's in Comal County.
- Serves as volunteer President of the Coalition for Equitable Water Rates that has successfully opposed water rate increases by the local water company monopoly.
- Served as the volunteer President of the River Crossing POA and has Chaired several committees.

Paul and his wife Debi are active in their local Bible church and have two adult children. Paul enjoys hunting, collecting military weapons, and an occasional game of golf. Paul and Debi enjoy spending time with extended family in Frio County and both enjoy meeting new people.

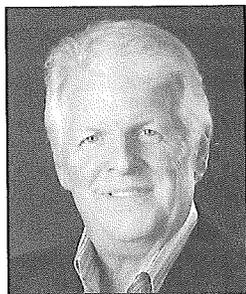
PEC has had some heart-wrenching challenges in the past, but that can now be put behind them. PEC can go forward proudly with its head held high. Paul Graf will serve and guarantee this continues by utilizing his unique background experience.

## Director District 6

### Board Position: Director District 6

**Larry Landaker**

**Town: Wimberly**



It really does matter who serves on the Pedernales Electric Cooperative Board. PEC makes all kinds of decisions that affect how much we pay and the kind of services we receive for our money. When considering who should sit on the PEC board, members have every right to ask, "What's in it for me?"

Since being elected to the PEC Board in 2009 I have cast dozens of votes. Before each vote, a little voice in my head reminds me to ask a few simple questions. Does this put our members first? Is it fair to all? Can it help lower rates and make our service and reliability the best in the nation? Because, at the end of the day, what our members want most is safe, reliable service at a fair price.

It has been the privilege of my life to serve on the PEC Board. I ran as a reform candidate in 2009 and was re-elected in 2012. I have served as board President and Secretary-Treasurer. Since being elected, we have helped to restore the public trust and respect for PEC. Our open governance has become a model for the cooperative world to follow. We have twice lowered rates, increased the amount we pay members who produce their own surplus and wind generation, returned over \$68 million in capital credits, reduced operating costs and maintained and strengthened PEC's performance standards. PEC's service and reliability ranks in the top 10% in the industry.

Because you are a member-owner, you have a business interest in PEC. You need a board that is protecting those ownership interests. You have every right to expect PEC to maintain a solid financial position at all times. You should expect consistent, clean audits by accredited accounting firms every year. You should expect that the member equity (expressed as a percent of assets) meets the industry benchmark of 35% or better. All of these goals have been achieved.

As a PEC director, I believe in giving back to the communities we serve. In a typical year we provide contributions to eligible scholarships, charities, firefighters, EMS, police, and libraries to mention a few. Giving back is a *core cooperative principle* and one that separates us from investor-owned utilities.

We are fortunate to have the best employees in the world! They are dedicated, skilled and hard-working under the best and worst conditions. They deserve to have the tools and support needed to do their jobs. I am proud to stand behind them.

Finally, I believe you should know that the best is yet to come. You will soon have more choices to help manage your energy costs. I will push hard for a *time of use rate*—a choice that will enable you, for example, to save money by washing your clothes at 9pm vs 5pm. Watch for mobile apps, online outage maps and pre-paid billing options.

Look for exciting things in renewable energy. The PEC board recently passed a landmark resolution. It holds the promise for on-bill financing which will provide convenient access to low-interest rates for residential and commercial members wishing to deploy distributed generation systems.

I love living in the Texas Hill Country, Wimberley and PEC country have been my home since 2001. I am most at peace when I am hiking the many trails and breathing the fresh air of our great outdoors. Preserving our water and the natural resources of our beloved state are my priorities both inside and outside my duties on the PEC board.

It has been an honor to serve you and I would appreciate your continued support.

**Experience:**

- 26 years as a broadcast television executive, managing complex business, sales and station operations with bottom line accountability
- Texas licensed Realtor since 2004; affiliated with Keller Williams Realty
- Board member, PEC; elected 2009 and re-elected 2012. Past President and Secretary-Treasurer

**Education:**

- B.S. and M.S. degrees
- NRECA Board certified cooperative director

**Affiliations:**

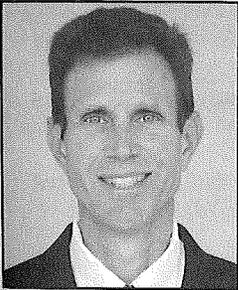
- Member: Austin Board of Realtors, Texas Association of Realtors and National Association of Realtors
- Member: Wimberley Valley Water Association, Wimberley Institute of Cultures (WIC) and supporter of Citizens Alliance for Responsible Development (CARD)

## Director District 7

### Board Position: Director District 7

**Douglas Kadjar**

**Town: Kyle**



As a PEC member, Doug believes the coop should return to the mission statement which emphasized reliable power "at the lowest possible cost". To bring that about, more competition by wholesale generators must be encouraged. Renewable power can be a part of this mix, but must stand on its own competitively. PEC has little experience generating electricity, having traditionally been a retail distributor of power. Solar technology is rapidly advancing and dropping in price; it would be unwise to invest in equipment that could soon be obsolete. The competitive market is more efficient than central planning, as proven by the number of federally guaranteed loans defaulted on by solar companies in recent years. Diversity of generation sources is key to reliability as well as affordability, as fuel/generation costs rise and fall over time.

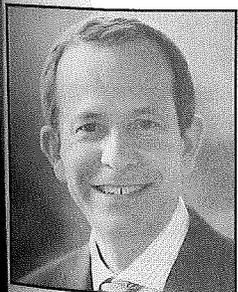
A native Texan, Doug has called Hays County home since 1989. He served 6 years (2000-2006) on the Hays County Appraisal Review Board, the last two as chairman. He has served in various school and church organizations (PTA, booster organizations, budget and personnel committees) and was a mentor for 3 years at Kyle Elementary. He, his wife Brenna, and four kids call Kyle home, where they enjoy camping, water sports, and church activities.

## Director District 7

### Board Position: Director District 7

**Jeff Barton**

**Town: Hays County**



- Keep reducing rates, to move below state average within one year
- Maintain open governance while expanding focus to operational efficiencies and new technologies
- Ensure reliable energy, diversification, and investment returns for members
- Pay capital credits regularly to members

I'd like to represent you and District 7 on the PEC board of directors. Our co-op has made tremendous progress in the last few years. I want to continue those efforts, and expand on them.

**Rates** - First, we should be able to further reduce rates this year, something the current board is already moving toward. New technologies now coming on line will save money for the co-op, and make it more convenient for both residential and business members to manage their own energy consumption in innovative ways unimaginable just a few years ago – auditing when and where electricity is being spent.

**Choice** - We can continue to expand choice for members – let members choose power packages and payment plans, such as block rates, time of use, and prepayment – that work best for their individual family or business needs. We should give members more choice in whether they want their power from traditional sources, clean burning natural gas, or "renewables" like solar and wind.

**Energy** - We can be a national leader in cleaner energy – and save money. Falling prices in the solar, wind and natural gas markets, for instance, mean these are cost-effective options for a substantial part of the PEC supply – without need for any local subsidies. Our judicious use of these three energy sources also helps both the pocketbook and the Texas economy. Diversifying our energy sources gives us more independence, and

helps assure reliable energy at stable prices in the future. I want to make sure those prices are at or below state averages, and the lowest among LCRA customers. At the same time, we can focus on minimizing how much water is spent on energy production, saving more for other critical needs.

**Planning** - PEC is at the heart of one of the fastest growing regions in the whole country, and yet, our co-op heritage rightfully demands we balance small town, suburban, and rural interests. Our first job is providing efficient electricity for today, but close behind is strategic planning for tomorrow. In my professional life, I help local governments and businesses across the state plan for and manage growth – how to prioritize and fund infrastructure, how to foster good community conversations about choices, and how to look ahead while preserving community character.

We can work closely with cities and counties across the region to forecast growth trends that will affect the co-op, and at the same time help those communities and members with economic development and key accounts that benefit PEC.

Choice, savings, smart management, good governance and firm oversight from the board –that's my goal. But we have to be careful not to micromanage an excellent set of employees who kept PEC running through tough times. We need benefits and continuing education that keep our work force motivated and aligns worker goals with PEC targets.

My combined business and public sector experience – with a foot in both the urban and rural parts of our co-op – gives me unusual insights into the challenges facing the board and our region in this time of dramatic change.

About Jeff:

- Worked with co-op member communities in Bexar, Blanco, Burnet, Caldwell, Comal, Hays, Llano, Menard, Travis, and Williamson counties – as a representative on regional boards or in private business
- Long-time small business owner
- Served 11 years as Hays County Commissioner. Managed large operating budget and capital improvement projects valued at hundreds of millions of dollars
- Outstanding Elected or Public Official of the Year, 2010, Central Texas Society of Public Administrators
- Elected Official of the Year, Greater Central Texas Chapter American Planning Association, 2010.
- Elected vice chair, Capital Area Metropolitan Planning Organization
- Elected chair, Capital Area Rural Transportation System
- Executive Committee, Central Texas Higher Education Authority
- Board of Directors, Capital Area Housing Finance Corporation
- Nationally certified urban/rural planner
- 2014 Austin Area Research Organization McBee Fellow
- 2012 Envision Central Texas Community Stewardship Award (with my wife)
- Live on my grandparents' dairy farm with my wife, Cyndy, where we raised two children; PEC member since 1983
- Campaigned for co-op reforms in the 1980s; attended annual meetings and supported the reforms of the last decade

PEC is moving in the right direction. We are seeing the benefits. Since board chair Patrick Cox chose not to run again, I'd like to use my business and growth management experience to continue progress and help us advance to the next level. I believe I can help bridge gaps within the co-op. I'm ready to listen, learn, and work hard.

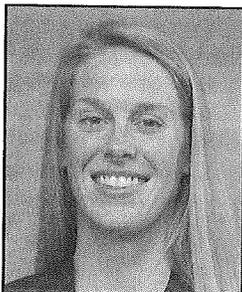
Learn more at [BartonforPEC.com](http://BartonforPEC.com).

## Director District 7

### Board Position: Director District 7

**Amy Lea SJ Akers**

**Town: Hays County**



**Amy Lea SJ Akers seeks to serve the members of PEC District 7**

The seven directors of Pedernales Electric Cooperative, a member only cooperative, are responsible for the largest electric coop in the nation covering over eight-thousand square miles and serving 265,000 accounts. With single member districts each district is equally represented on the board. District 7 encompasses parts of Travis, Hays and Caldwell counties.

Representing the interests of the individual member while protecting and supporting the future of the coop Amy Akers aims to bring balance through transparency. An attorney by trade Amy often represents those less fortunate or under represented. She believes in doing the right thing and standing up for what you believe in. Dedicated to the community Amy pledges to zealously represent the member interests of District 7.

As a lifelong resident of the Texas hill country and PEC Amy Akers will carry an allegiance for balance between the sustainability and affordability of our energy resources. Raising three children Amy is not only thinking about tomorrow she is thinking about the future for all our children. Understanding demand will ultimately increase, Amy will work hard and fight now to anticipate the growth of the future in an effort to keep costs affordable.

Professionally trained in renewable energy law Amy believes in a balance between the environment and human needs. She says "if we don't anticipate the affects or plan our natural resource consumption we are not protecting our future." Applying her management skills and experience coupled with her public administration and legal education Amy, as a contract City Attorney, successfully negotiated an Industrial Agreement with a local gas power plant, owned by a national investment firm, and ultimately increased the city's overall annual budget by more than 210% allowing the City to maintain one of the lowest property tax rates in the State of Texas. Her knowledge of the industry and professional training will be an asset to the coop and its members.



# 2015 PEC ANNUAL MEETING

## JUNE 20

### PEC members, join us in Cedar Park

The 2015 PEC Annual Meeting is June 20. Join us for PEC business updates, your last chance to vote in the Board election and the chance to win door prizes. Election winners will be announced at the meeting.

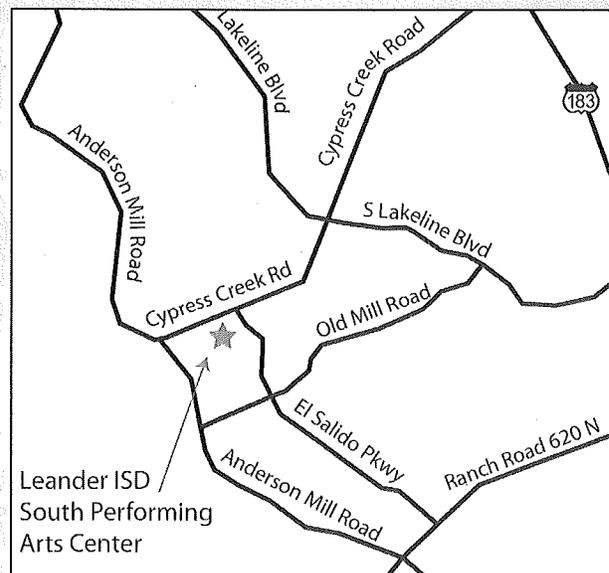


### Saturday, June 20, 2015

Leander ISD  
South Performing Arts Center  
Cedar Park High School  
2150 Cypress Creek Rd.  
Cedar Park

8:30 a.m. – 10 a.m.  
Registration and voting

10:30 a.m.  
Business meeting begins



Members can register at the meeting prior to 10 a.m. for a chance to win a door prize! Must be present to win. Door prizes include a home theater package, an energy-efficient smart TV, a touchscreen laptop and five \$100 gift cards.

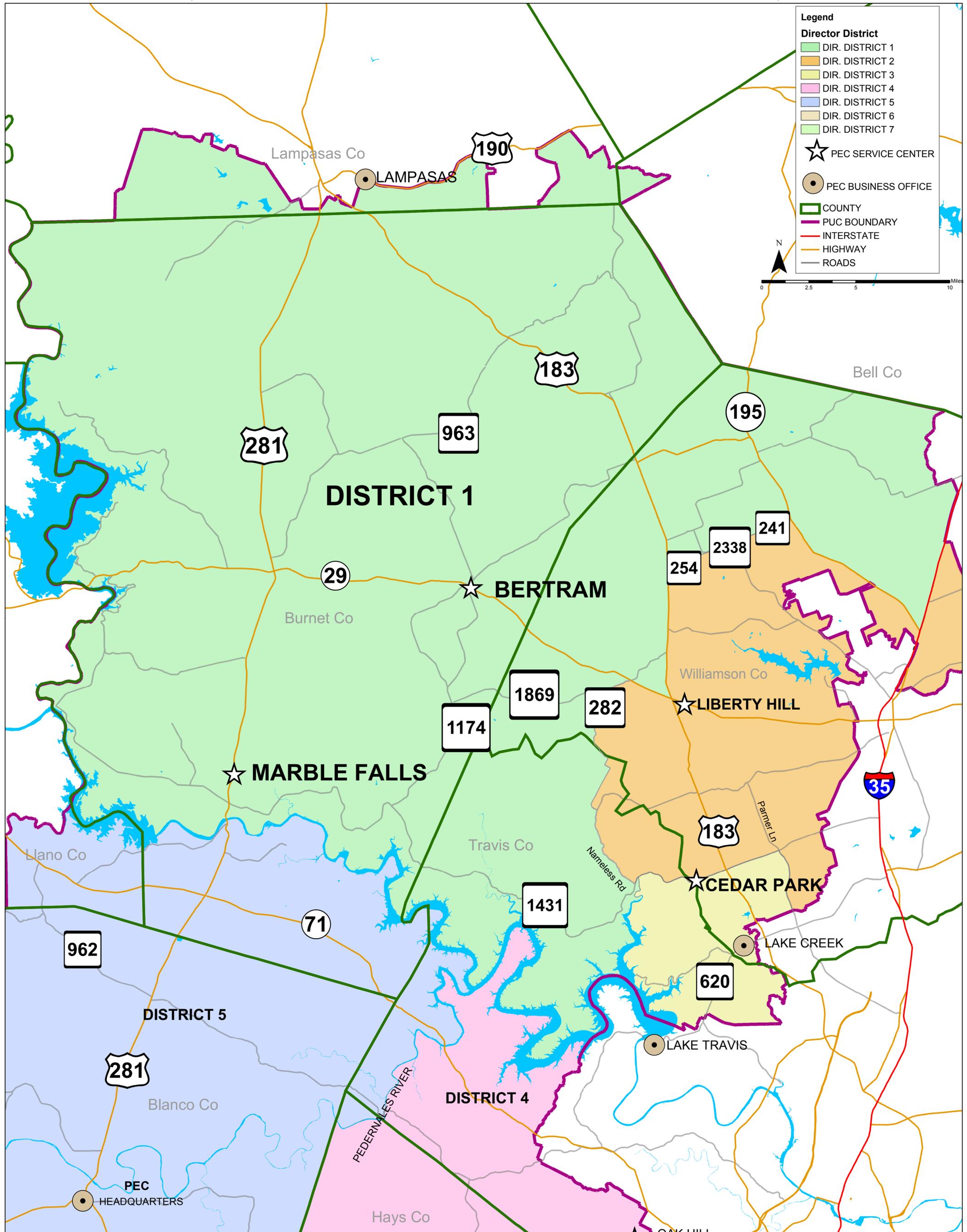


**Pedernales Electric Cooperative**  
[www.pec.coop/election](http://www.pec.coop/election)

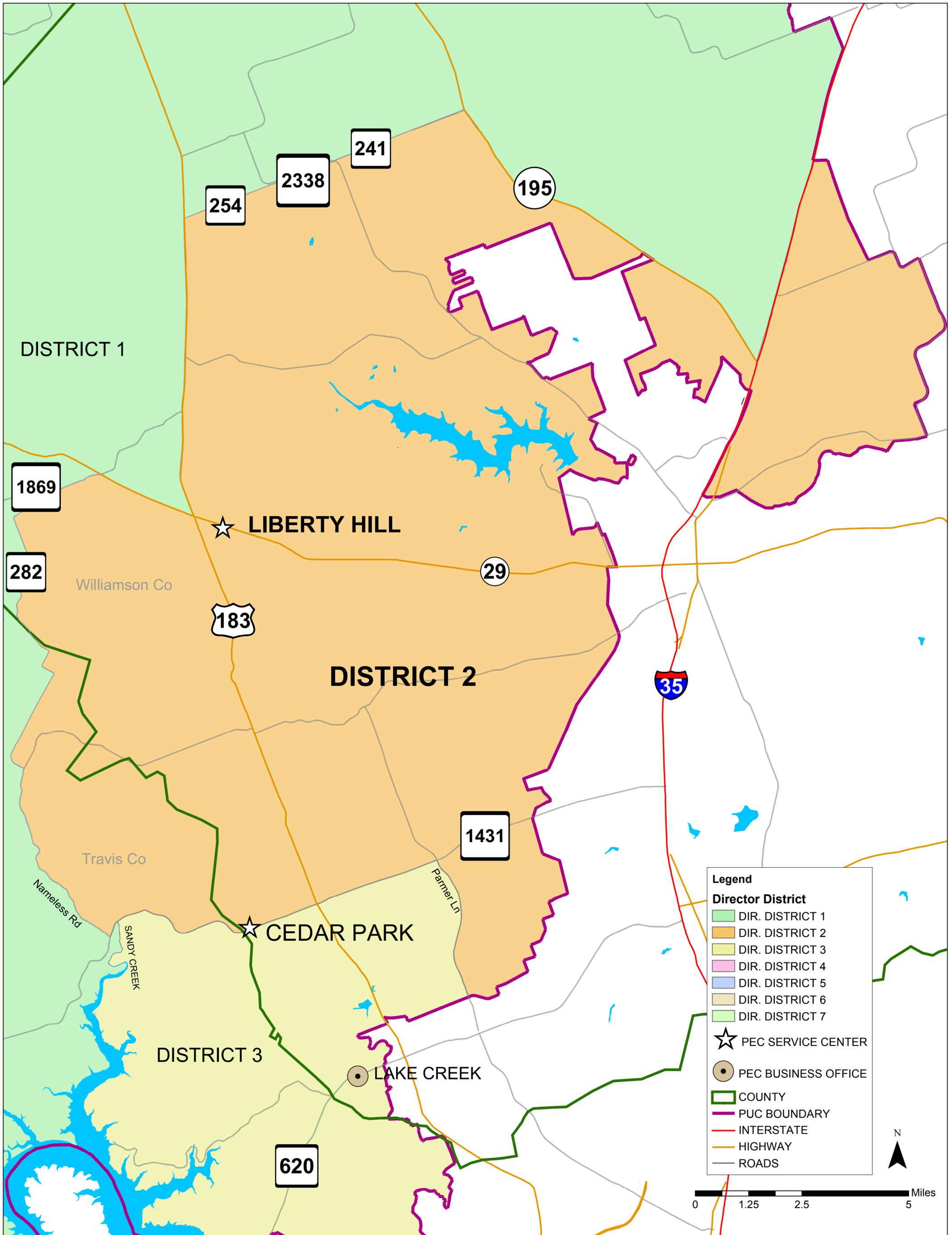


# Director District 1 Boundary

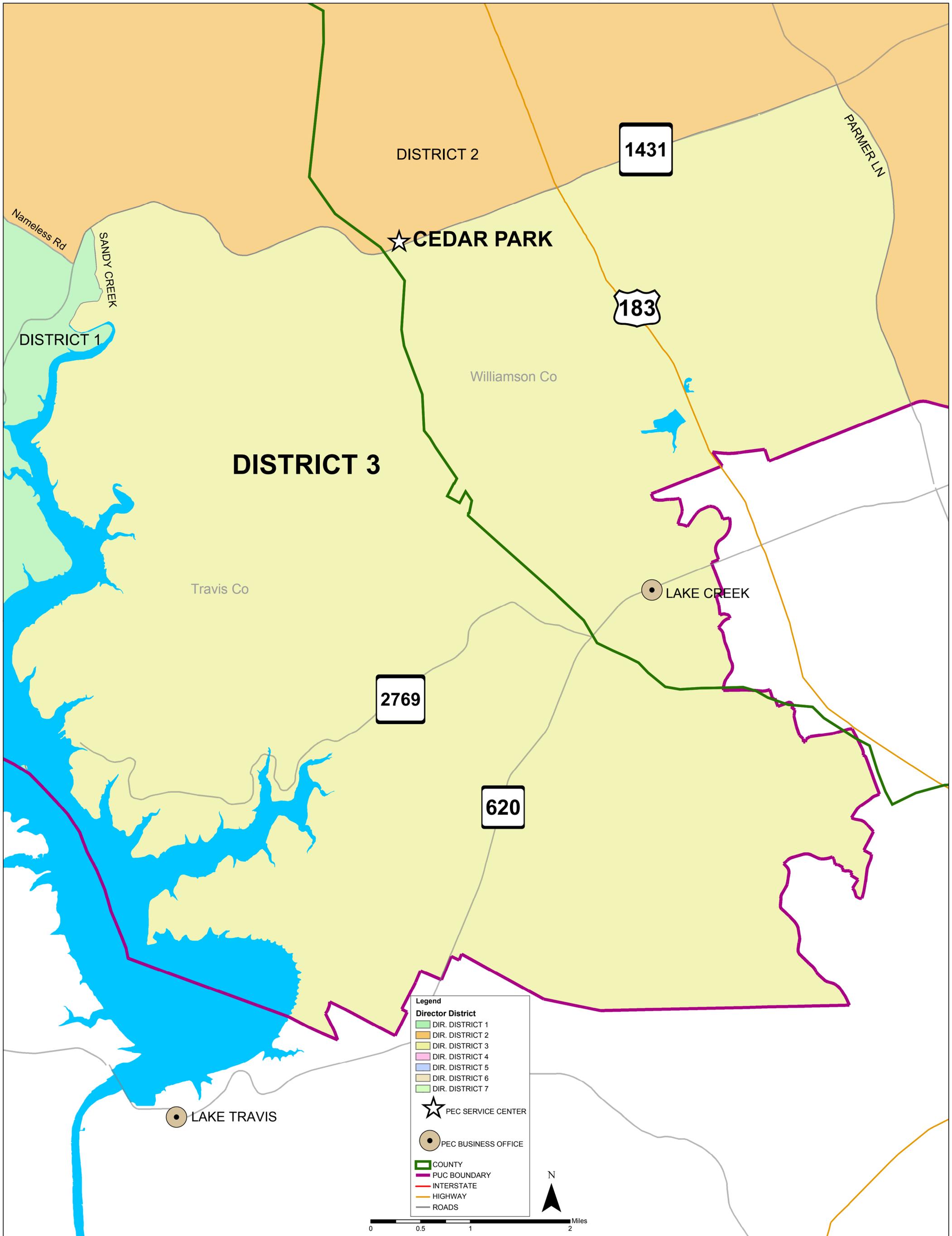
(Certain areas within the boundaries shown do not receive PEC electric service)



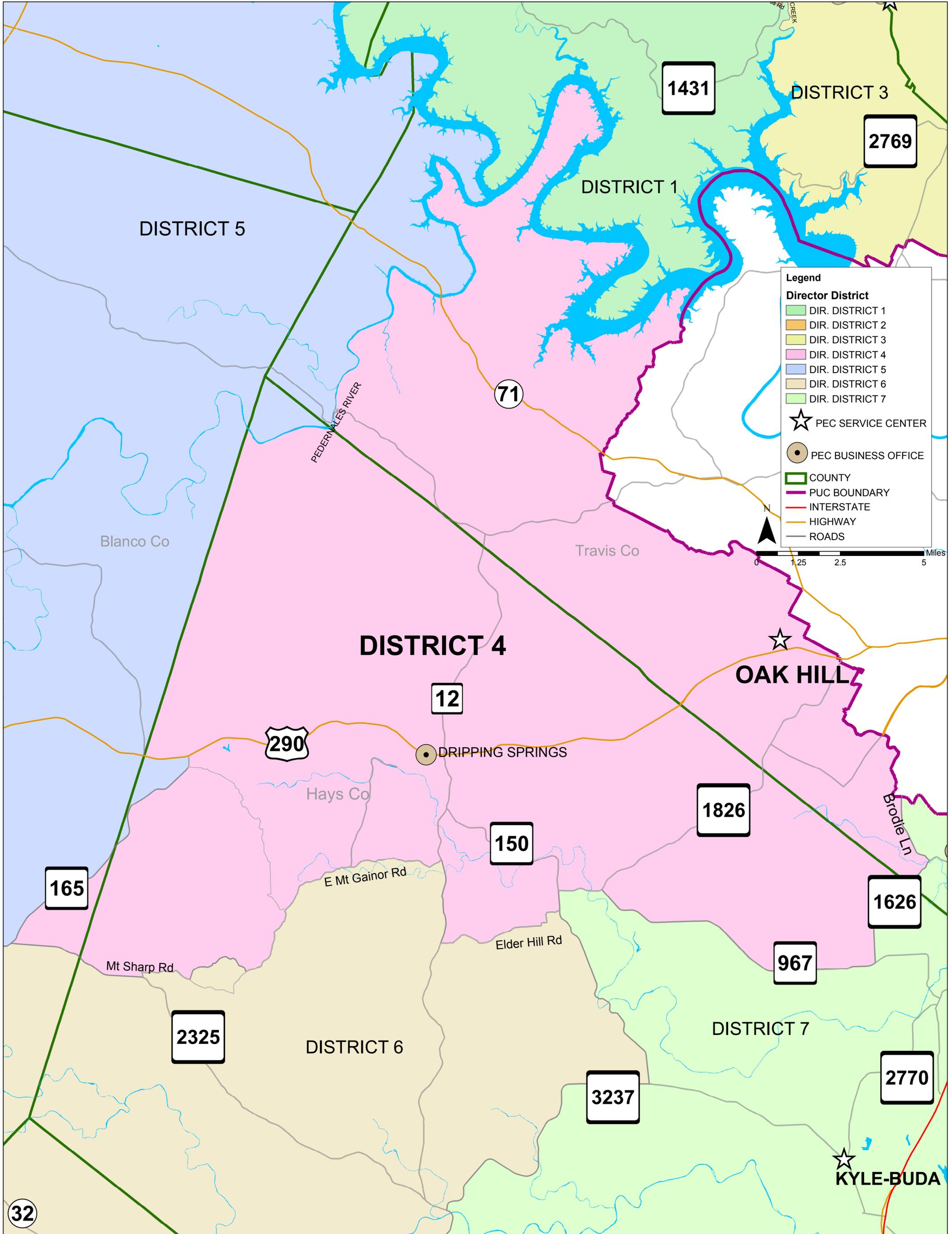
# Director District 2 Boundary



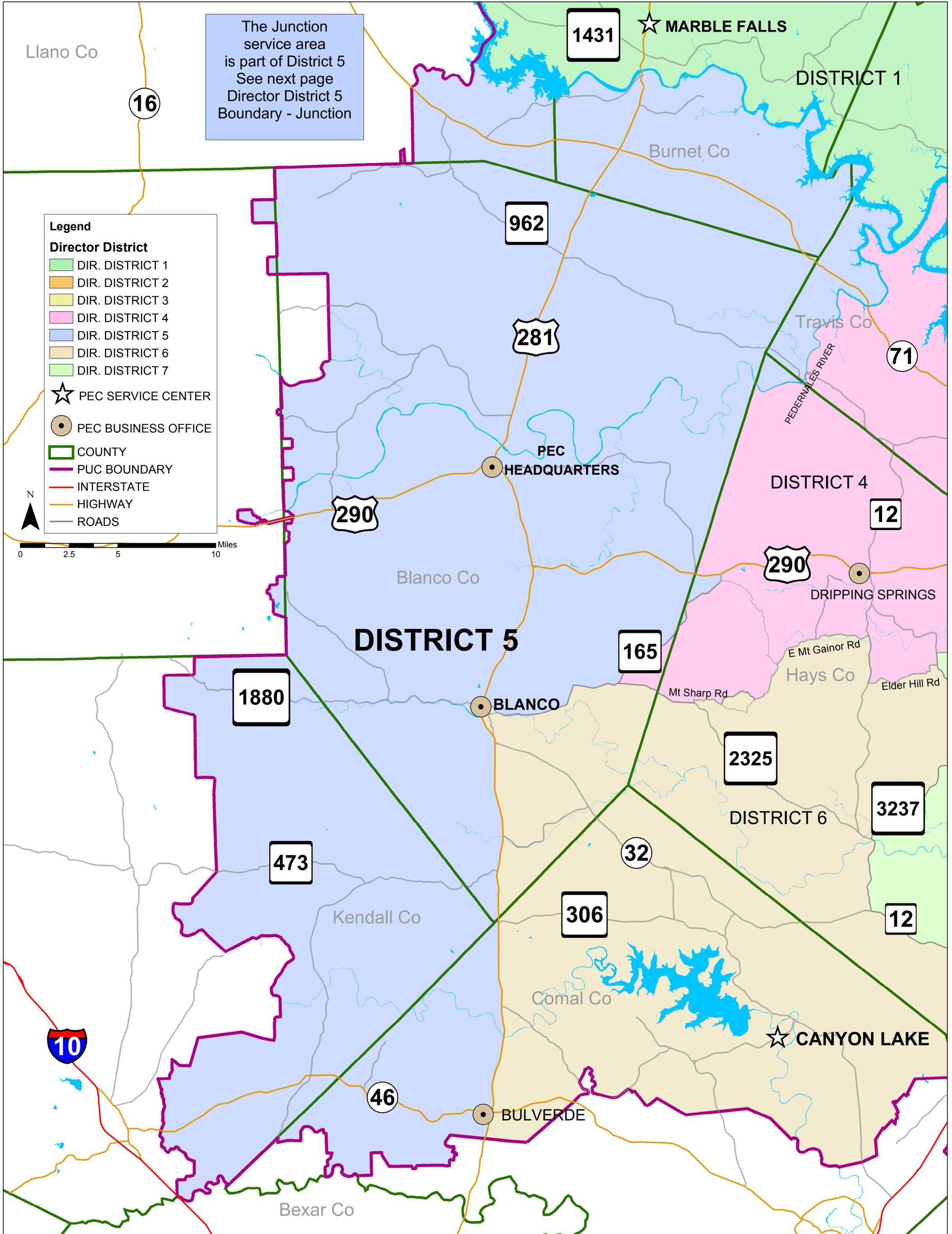
# Director District 3 Boundary



# Director District 4 Boundary



# Director District 5 Boundary



The Junction service area is part of District 5. See next page Director District 5 Boundary - Junction

**Legend**

**Director District**

- DIR. DISTRICT 1
- DIR. DISTRICT 2
- DIR. DISTRICT 3
- DIR. DISTRICT 4
- DIR. DISTRICT 5
- DIR. DISTRICT 6
- DIR. DISTRICT 7

★ PEC SERVICE CENTER

● PEC BUSINESS OFFICE

▭ COUNTY

▬ PUC BOUNDARY

▬ INTERSTATE

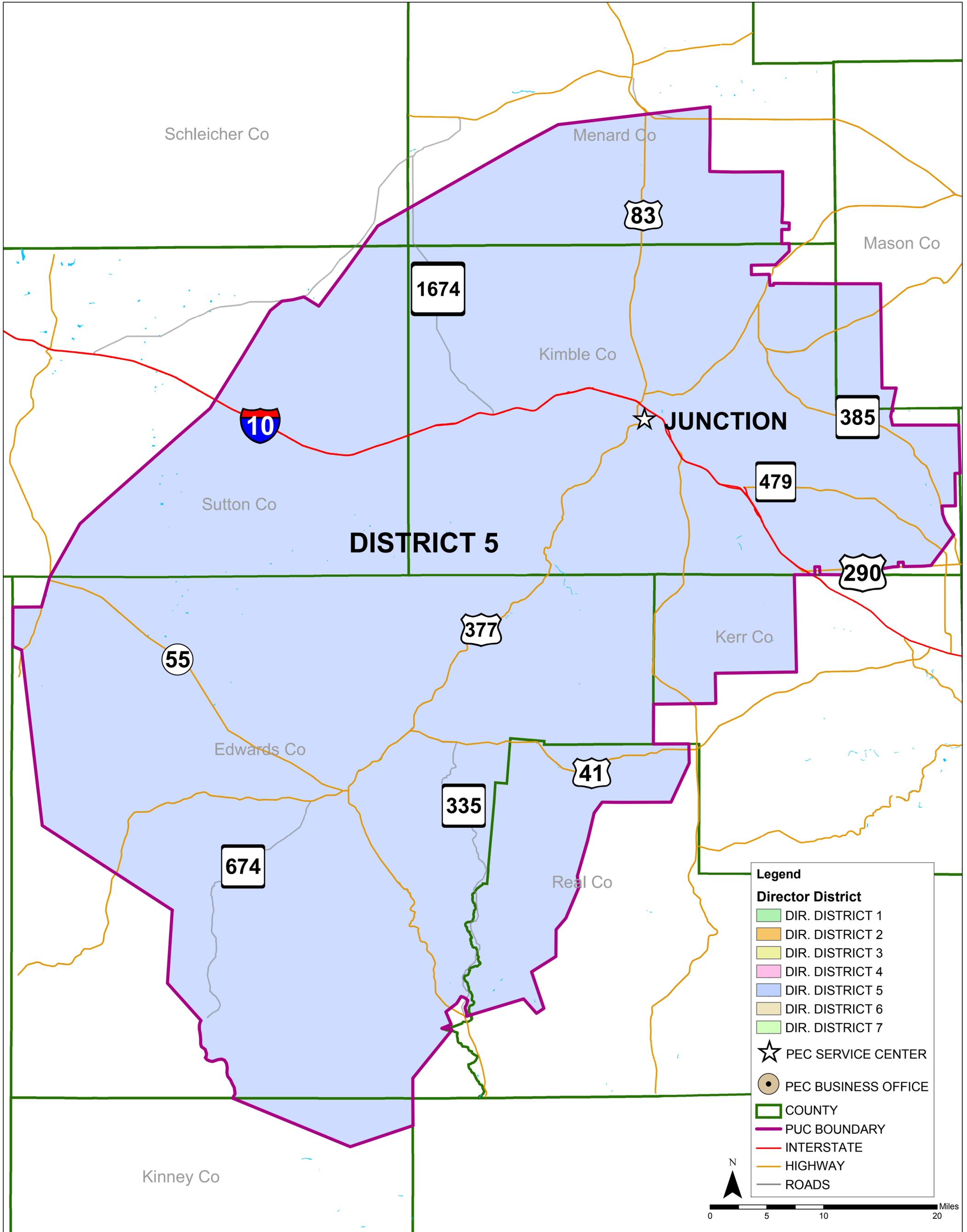
▬ HIGHWAY

▬ ROADS

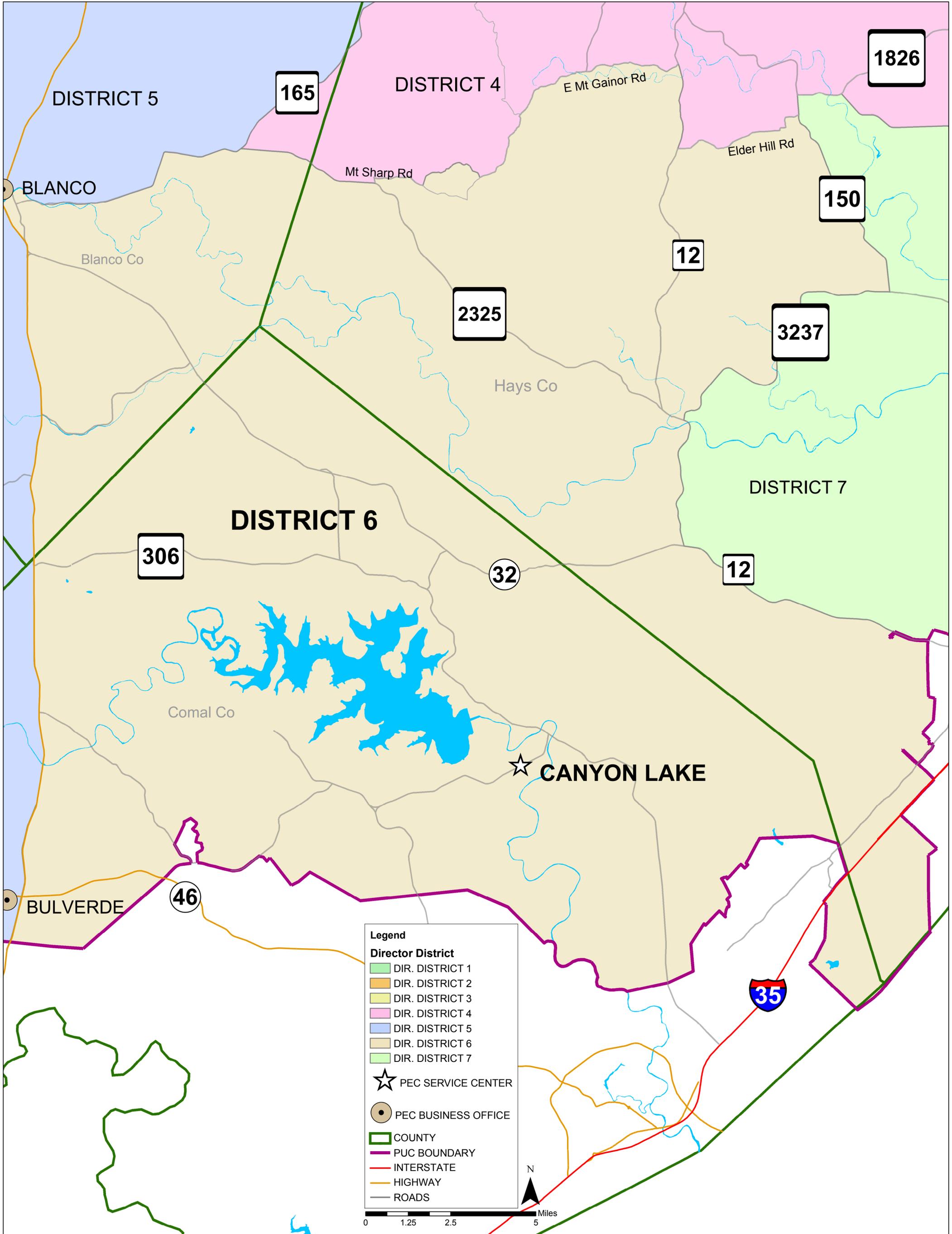


# Director District 5 Boundary - Junction

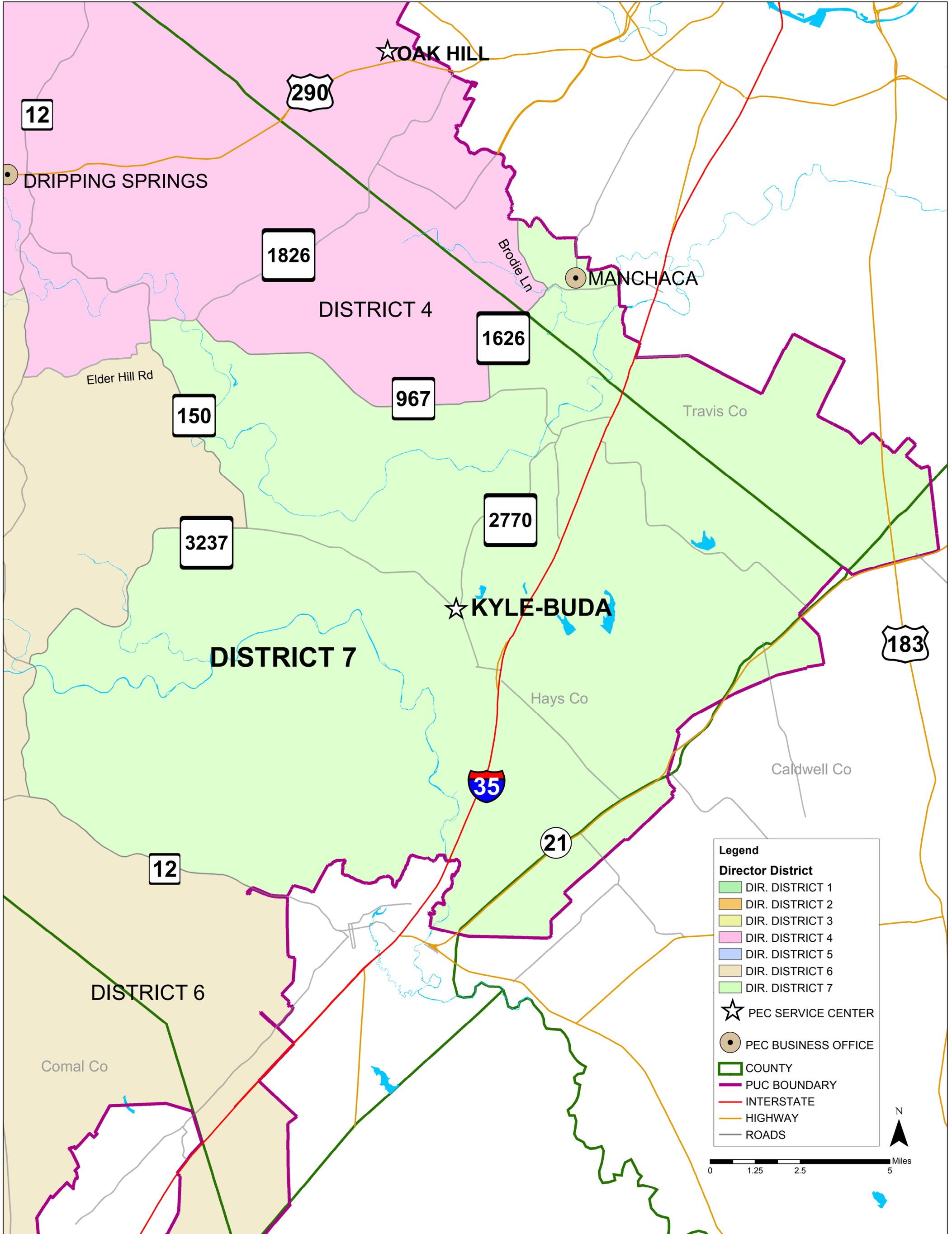
(Certain areas within the boundaries shown do not receive PEC electric service)



# Director District 6 Boundary



# Director District 7 Boundary



★ OAK HILL

12

290

DRIPPING SPRINGS

1826

DISTRICT 4

1626

MANCHACA

2770

967

Travis Co

150

3237

★ KYLE-BUDA

DISTRICT 7

Hays Co

183

Caldwell Co

35

21

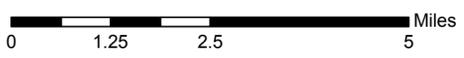
12

DISTRICT 6

Comal Co

**Legend**

- DIR. DISTRICT 1
- DIR. DISTRICT 2
- DIR. DISTRICT 3
- DIR. DISTRICT 4
- DIR. DISTRICT 5
- DIR. DISTRICT 6
- DIR. DISTRICT 7
- ★ PEC SERVICE CENTER
- PEC BUSINESS OFFICE
- COUNTY
- PUC BOUNDARY
- INTERSTATE
- HIGHWAY
- ROADS





**Executive Summary**

**June 4, 2015**

**Subject:** Consideration of a \$10 Cooler Fee for Liberty Fest sponsored by Mayor Fielder and Mayor Pro Tem Navarrette

**Background:** Historically, Liberty Fest has always been free to the public. No admission or parking fees have been charged, and participants are allowed to bring food and beverages of their choice or they may purchase food and non-alcoholic refreshments from our vendors. No glass is allowed and we are not selling alcoholic beverages.

This year a \$10 cooler fee is proposed with all proceeds going to the Veterans Park Construction Project. Cooler or BYOB fees have been used at #13 Fest in Athens County and at Hawaiian Falls in Pflugerville.

The Veterans Park and Parks & Recreation Advisory Committees both unanimously recommended Council consideration of the fee on April 28<sup>th</sup> and May 4<sup>th</sup>, respectively. Those recommendations are contingent, however, on the use of the proceeds for the Veterans Park Project.

Exceptions to the cooler fee would be for individuals with coolers that only contain medicinal or infant-related food items that cannot be purchased at the event.

**Financial Consideration:** The amount of funds that will be raised is unknown. All proceeds would be used to offset the amount of City funds needed to construct the Veterans Park.

**Recommendation:** The Veterans Park Committee, Parks & Recreation Advisory Committee and staff respectfully request Council approval of a \$10 Liberty Fest cooler fee with all proceeds going to the Veterans Park Project.

**Attachments:** None

**Prepared by:** Stephen Bosak, Parks & Recreation Director



**Executive Summary**

**June 4, 2015**

**Agenda Subject:** Consider appointment to the Economic Development Committee

**Background:** The Mayor will be making a recommendation to the Council to appoint a citizen to the Economic Development Committee

**Origination:** Mayor Fielder

**Recommendation:** N/A

**Attachments:** None

**Prepared by:** Debbie Haile TRMC, City Secretary



**Executive Summary**

**June 4, 2015**

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<b>Agenda Subject:</b>	Consider appointment of Mayor Pro-Tem
<b>Background:</b>	Each year following the General Election date the City Council will elect one of its members to be Mayor Pro-Tem for a one (1) year term.
<b>Financial Consideration:</b>	None
<b>Recommendation:</b>	A member of the City Council will be selected to serve as Mayor Pro-Tem for 2015/16
<b>Attachments:</b>	None
<b>Prepared By:</b>	Debbie Haile TRMC City Secretary